



Contract of Sale of Land

Property:

136 Bungower Road, Somerville VIC 3912

Walsh Conveyancing
6D Eramosa Road East
SOMERVILLE VIC 3912
Tel: 03 5977 5111
PO Box 139, Somerville VIC 3912
Ref: RB:24/4354

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

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

Print names(s) of person(s) signing: **Craig Douglas George Munro, Anthea Lea Allsep, Douglas George
Munro and Mary Agnes Munro**
.....

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate Somerville
Address: Shop 3, 1065 Frankston-Flinders Road, Somerville VIC 3912
Email: somerville@obrienrealestate.com.au
Tel: 03 5977 8877 Mob: Fax: 03 5977 8010 Ref:

Vendor

Name: Craig Douglas George Munro, Anthea Lea Allsep, Douglas George Munro and Mary Agnes Munro
Address: 136 Bungower Road, Somerville VIC 3912
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Walsh Conveyancing
Address: 6D Eramosa Road East, Somerville VIC 3912
PO Box 139, Somerville VIC 3912
Email: rebecca@walshconveyancing.com.au
Tel: 03 5977 5111 Mob: Fax: Ref: 24/4354

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 9558 Folio 186	1	LP 145390

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: 136 Bungower Road, Somerville VIC 3912

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

All fixed floor coverings, electric light fittings, window furnishings, fixtures and fittings of a permanent nature.

Excluding racks & shelves in shed and firewood in shed

Payment

Price \$ _____

Deposit \$ _____ by _____ (of which \$ _____ has been paid)

Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

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

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

Special Condition 1 – Variations to the Contract of Sale

The purchaser acknowledges and agrees that once the Contract has been fully executed by all parties to the Contract, the vendor’s representative will have entered all key dates into their practice management system, taken note of essential terms negotiated by the parties and allocated appropriate resources to ensure that this matter settles on time.

In the event that the purchaser requests any form of variation to the Contract after signing, the purchaser agrees to pay the vendor’s representative, on settlement and by way of adjustment the cost of \$220.00 (inclusive of GST) for every variation, including for any extensions of key dates and rescheduling of settlement, with or without default under the Contract.

Special Condition 2 - Identity of the Land

The purchaser acknowledges that they are purchasing the property :

- 2.1 As a result of their own enquiries and inspection and are not reliant on any representation made by the vendor or any representative on the vendor’s behalf;
- 2.2 In its present condition and state of repair;
- 2.3 Subject to all defects latent and patent;
- 2.4 Subject to any infestations and/or dilapidation.
- 2.5 Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of and at the property;
- 2.6 Subject to any non-compliance, that is disclosed herein, with the Local Government Act 1989 or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek any termination, rescission or make any objection, requisition or claim for compensation arising out of the above matters covered by this clause.

Special Condition 3 – Title v Land Measurements

An omission or mistake in the description, measurement or area of the land does not invalidate the sale and purchaser cannot make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements or require the vendor to amend title or pay any costs associated whatsoever with amending the title.

Special Condition 4 – Solar Panels

If there are solar panels on the roof at the dwelling constructed on the property hereby sold then the parties agree as follows :

4.1 Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs, pass with the sale of this property and is a matter for enquiry and confirmation by the purchaser;

4.2 The purchaser agrees that they will negotiate with the current energy supplier, or an energy supplier of their choice (with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the solar panels) and the purchaser shall indemnify and hold harmless the vendor against any claim for any benefits whatsoever with respect to the said solar panels; and

4.3 The vendor makes no representation or gives no warranties, in respect to the solar panels in relation to their condition, state of repair, fitness for any purchase for which they are installed, their input to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

Special Condition 5 – Contamination

5.1 The purchaser accepts the property in its present condition and state of repair and latent or patent defects including any contamination by any hazardous substances; and

5.2 The purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminants in or on the property.

Special Condition 6 – Christmas, New Year and Public Holiday Periods

Notwithstanding any other provisions of the Contract of Sale :

6.1 For the purposes of this Contract, “Business Day” means a day that is not a Saturday, Sunday or Public Holiday in Melbourne, Victoria.

6.2 It is agreed and acknowledged by the vendor and the purchaser that on any business day that falls as a single day between a Public Holiday and a Saturday or Sunday, (for example Monday before Melbourne Cup Day being first Tuesday in November) **OR** during the period of 20th December in any calendar year to 15th January of the following calendar year (inclusive as to the above range of dates and hereinafter jointly and severally called the “the Office Closure Period”), that a great majority of conveyancing practices, law firms and settlement agents are closed for business. Estate agents are often unable to facilitate final inspections under the General Conditions due to their own staff holidays or vendors being away on holidays themselves.

6.3 No settlement date is to be effected or scheduled for a date within the Office Closure Period outlined in special condition 6.2 above.

6.4 Should a settlement date fall into the Office Closure Period outlined in special condition 6.2 above, settlement will be scheduled to occur on the next business day after the Office Closure Period comes to an end.

6.5 Neither party may issue a Default Notice on the other party during the Office Closure Period arising from or in connection with the failure to complete this Contract of Sale between the dates set out in 6.2 above.

6.6 Neither party may make any objection, requisition or claim for any compensation in respect of any matter raised, disclosed or referred to in this special condition including, but not limited to, re-adjustment of any rental income, rates and outgoings or for any increased or newly assessed land tax liability by virtue of settlement falling into the next calendar year.

Special condition 7 – COVID-19 Pandemic

7.1 The parties agree that this Contract of Sale shall be suspended if the vendor is unable to complete settlement on the due date or provide vacant possession to the property, due to requirements imposed upon the vendor by the Australian Federal or State Governments or any other regulatory authority (the Government) during the COVID-19 Pandemic as declared by the World Health Organisation on or about 11 March, 2020 including but not limited to being placed into quarantine and/or hospitalisation.

7.2 The vendor undertakes to notify the purchaser immediately upon any restriction being placed upon the vendor by the Government which would trigger the suspension of this Contract of Sale under special condition 7.1 above.

7.3 Settlement must be completed within 14 days of any restrictions or requirements placed upon the vendor by the Government, being lifted or satisfied.

7.4 The vendor is not required to deep clean and/or disinfect the property prior to settlement.

Special Condition 8 – Swimming Pools & Spas

The parties acknowledge that if there is a swimming pool or external spa at the property that the vendor has registered it with their local council before or by the later date of 1 November 2020 or 30 days after the date of the issuance of the occupancy permit or certificate of final inspection for the pool or spa is issued. For clarity, registration of the swimming pool or spa with council does not mean compliance or that a Certificate has issued

confirming compliance with current regulations. The purchaser acknowledges that confirmation of registration by the vendor of the swimming pool or spa has been obtained (unless not applicable as at the date of sale) prior to the signing of this Contract, The purchaser will be liable for future compliance of the swimming pool or spa and accepts full responsibility for such compliance as at the date of sale.

Special Condition 9 - Director's Guarantee and Warranty

9.1 If the Purchaser is or includes a company which is not listed on the main board of an Australian Stock Exchange, the Purchaser shall, if requested by the Vendor, procure the execution of a guarantee of the performance of this contract by each of the directors of the company within seven days from the date of that request.

9.2 If the Purchaser is requested to execute a guarantee in accordance with this special condition and any person required to execute the guarantee fails to do so within the prescribed time, the Vendor may exercise the Vendor's remedies on default by written notice to the Purchaser

9.3 The guarantee referred to in this special condition shall be in the form and to the effect of the form of guarantee annexed.

Special Condition 10 - Foreign Acquisition

10.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

10.2 If there is a breach of the warranty contained in clause 11.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach.

10.3 This warranty and indemnity do not merge on completion of this contract.

Special Condition 11 - Company Charge

If applicable, the Purchaser acknowledges that the Vendor will only deliver a release of the property from any Company Charge lodged against the Vendor at the Australian Securities and Investments Commission where the Chargee is not the proprietor of a registered Mortgage over the land and where the Purchaser has made written request for release of the Company Charge at least 21 days before the date for settlement.

Special Condition 12 – Self Representing Purchaser/s

In the event that the purchaser/s will be self-representing then the purchaser/s will be obliged to provide a Verification of Identity "VOI" prior to settlement in order to comply with Land Registry and ARNECC Model Participation Rules governing real estate transactions. The self-represented purchaser/s is/are placed on notice that if the VOI is not supplied prior to the settlement date, the vendor/s will not be obliged to settle on the due date provided in this Contract and penalty interest will apply from the due date until the purchaser/s has/have provided formal verification of identity in the appropriate format.

Special Condition 13 – General Conditions v Special Conditions

If there is any inconsistency between the General Conditions and any Special Conditions, then to the extent of any inconsistency, the Special Condition will prevail and have priority.

Special Condition 14 – Land Tax

Land Tax is not an adjustable item.

Special Condition 15 – Marketing Materials

The purchaser agrees that they have not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and have relied solely on their own searches, enquiries and due diligence to purchase this property.

Special Condition 16 – Condition of Property

16.1 The purchaser :

16.1.1 accepts the property and improvements and services in its present condition on the day of sale with all defects, faults and any non-compliance with any notice or failure to obtain any approvals or permits from any authority and buys the property "as is";

16.1.2 will not require the vendor to patch or repair any holes or damage resulting from the removal of an mounted tv brackets, pictures or wall hangings. Despite this, the vendor will use all reasonable care in removing those brackets, pictures or wall hangs;

16.1.3 assumes full responsibility for compliance with any notice or required approval from the date of sale and agrees to hold the vendor indemnified at all times against any claims arising out of a failure to obtain an approval;

16.1.4 acknowledges that the vendor will not be required to procure any building permit, building approval, final inspection, occupancy permit, pool or spa registration or compliance or any other permits, approvals or inspections in relation to the property or any improvements thereon;

16.1.5 will not delay settlement or make any claim against the vendor in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the vendors title to the property;

16.1.6 acknowledges that they have inspected the goods, fixtures and fittings and appliances forming part of this contract and that they accept them in their current condition and state of repair as at the date of sale. The purchaser will not call upon the vendor to repair, reinstate or replace any goods, fixtures and fittings and appliances being sold with the property.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

DEED OF GUARANTEE OF CONTRACT

(Where the Purchaser is a Corporate Entity)

THIS DEED IS DATED THE _____ **DAY OF** _____ **20** _____ .

BETWEEN :

The Vendor/s _____

Of : _____

AND

The Purchaser/s _____

Of : _____

AND

The Guarantor/s _____

Being authorised signatory of (Company Purchaser) _____

_____ (A.C.N.) _____

Of (registered address) : _____

IN CONSIDERATION of the vendor having at the request of the Guarantor agreed to sell the land described in the Contract of Sale to the purchaser, the Guarantor/s HEREBY GUARANTEE/S to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular covenants, provisions and stipulations contained or implied in the said Contract of Sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR/S HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions :

1. That in the event of the purchaser failing to pay the vendor as and when due, the money referred to within the Contract, the Guarantor will immediately pay such money to the vendor.
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the Contract, the Guarantor will immediately carry out and perform same.
3. The Guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money, interest and all other money (if any payable pursuant to the Contract) in the performance of the obligations contained herein and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against, the purchaser before calling on the Guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all money owing to the vendor has been paid and all obligations have been performed.

SIGNED by the said **Vendor/s** in the presence) _____

Of :) _____

Witness : _____

AND

SIGNED by the said **Purchaser/s** in the presence) _____

Of :) _____

Witness : _____

AND

SIGNED by the said **Guarantor/s** in the presence) _____

Of :) _____

Witness : _____

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

Land	136 BUNGOWER ROAD, SOMERVILLE VIC 3912
-------------	--

Vendor's name	Craig Douglas George Munro	Date	/ /
Vendor's signature	_____		
Vendor's name	Anthea Lea Allsep	Date	/ /
Vendor's signature	_____		
Vendor's name	Douglas George Munro	Date	/ /
Vendor's signature	_____		
Vendor's name	Mary Agnes Munro	Date	/ /
Vendor's signature	_____		

Purchaser's name

Date

/ /

Purchaser's signature

Purchaser's name

Date

/ /

Purchaser's signature

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$3,500.00

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Council acknowledgement for submitting pool compliance
--

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 09558 FOLIO 186

Security no : 124117870871R
Produced 30/08/2024 04:59 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 145390.

PARENT TITLES :

Volume 08510 Folio 440 Volume 08519 Folio 219

Created by instrument LP145390 19/06/1984

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 2 equal undivided shares

Joint Proprietors

DOUGLAS GEORGE MUNRO

MARY ANGUS MUNRO both of 136 BUNGOWER ROAD SOMERVILLE VIC 3912

As to 1 of a total of 2 equal undivided shares

Joint Proprietors

CRAIG DOUGLAS GEORGE MUNRO

ANTHEA LEA ALLSEP both of 136 BUNGOWER ROAD SOMERVILLE VIC 3912

AL106153S 26/05/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR449148S 13/09/2018

SECURE FUNDING PTY LTD

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

DIAGRAM LOCATION

SEE LP145390 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: 136 BUNGOWER ROAD SOMERVILLE VIC 3912

ADMINISTRATIVE NOTICES

NIL

eCT Control 20402P LIBERTY FINANCIAL

Effective from 13/09/2018

DOCUMENT END



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Document Identification	LP145390
Number of Pages (excluding this cover sheet)	2
Document Assembled	30/08/2024 16:59

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PLAN OF SUBDIVISION OF
 PART OF CROWN ALLOTMENT 20
PARISH OF TYABB
 COUNTY OF MORNINGTON
 VOL.8510 FOL.440
 VOL.8519 FOL.219
 MEASUREMENTS ARE IN METRES

LP 145390

EDITION 1

APPROVED 10/5/84

2 SHEETS
 SHEET 1

COLOUR CODE

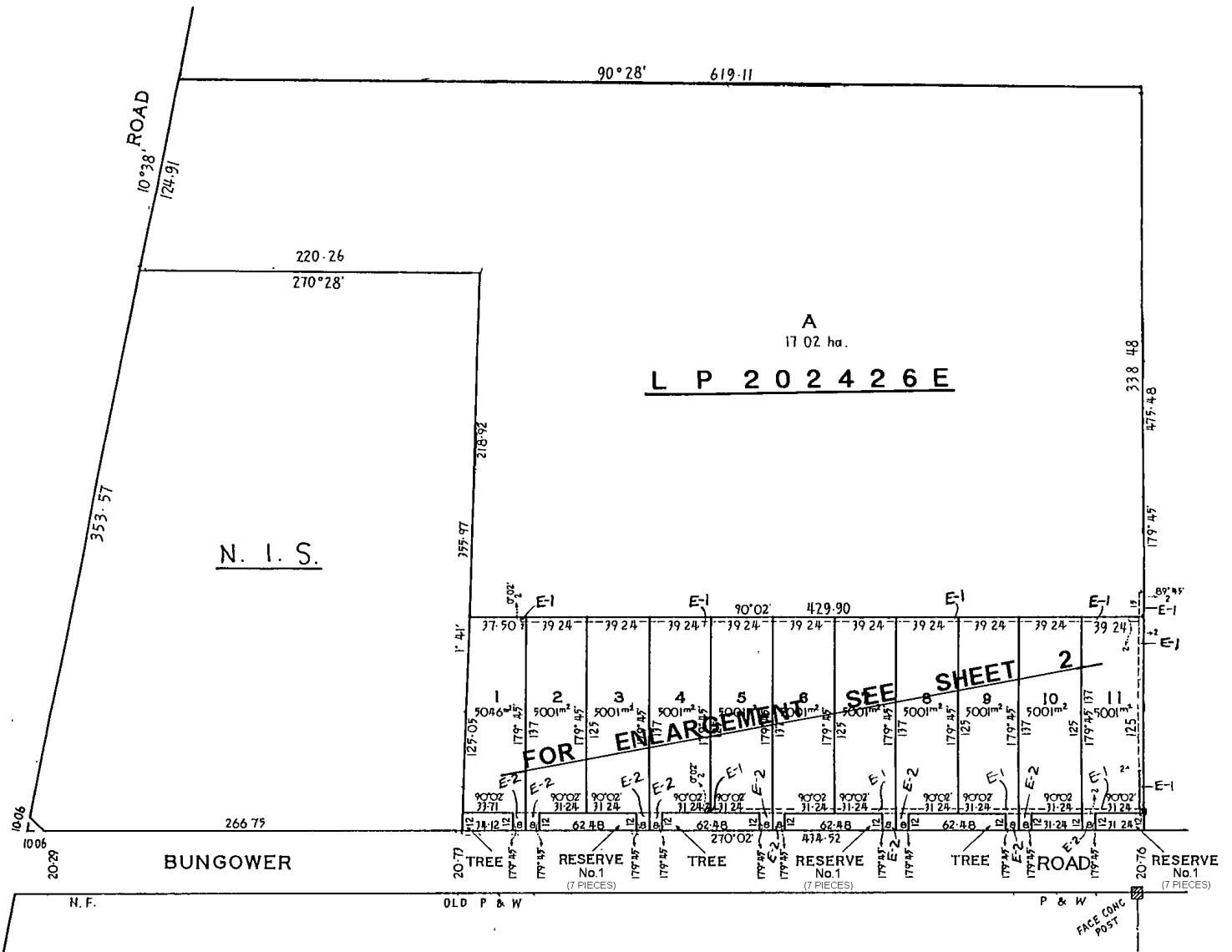
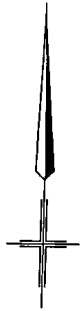
E-1 = PURPLE

E-2 = BLUE

APPROPRIATIONS

THE LAND COLOURED PURPLE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF CARRIAGEWAY, DRAINAGE, SEWERAGE, ELECTRICITY SUPPLY AND WATER SUPPLY



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.

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



ABN 53 159 890 143
For general enquiries, call us or visit our website
mornpen.vic.gov.au
1300 850 600 (local call, fees apply)



032-3912 (10013)

D G Munro & M A Munro &
C D G Munro & A L Allsep
136 Bungower Road
SOMERVILLE VIC 3912

Property details

136 Bungower Road SOMERVILLE VIC 3912
Lot 1 LP 145390 Vol 9558 Fol 186

Financial details

3rd Instalment

(including arrears where applicable)

\$565.50

Due 28 February 2024

Notes

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



Have your next rates notice sent via email.

mornpen.ezybill.com.au

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

You can make more frequent payments with a plan.

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



Post Billpay
Billpay code: 3064
Ref no: 903993

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



*3064 903993



Billcode: 20537
Ref no: 4000903993

BPAY® this payment via Internet
or phone banking.
BPAY View® View and pay this bill
using internet banking.
BPAY View Registration No: 4000903993

2023-24 Rate Instalment Notice



MORNINGTON
PENINSULA
Shire

Property number

90399

Amount due

\$565.50

Due date

28 February 2024

Date of issue

25 January 2024

Property owners:

D G Munro, M A Munro, C D G Munro, A
L Allsep

Change of address only

Complete the form below and return the upper section of this notice intact to:

Mornington Peninsula Shire
Private Bag 1000, Rosebud 3939

Note: If property is in a company name, please provide full director details.

Property address	
Property number	
Please change the address for service of notices for this property to:	
Owner 1	Date of birth
Owner 2	Date of birth
Residential address	
Suburb	
Postal address (if different to above)	
Suburb	
Telephone number (Work)	Telephone number (Home)
Owner 1 mobile number	Owner 2 mobile number
Owner 1 email address	
Owner 2 email address	
Signature of owner/s	
Date	



Internet Banking – BPAY®
Contact your bank or financial institution to make this payment from your bank account or credit card. You will need to enter the Biller Code and BPAY ref. number on the front of your notice.
☎ bpay.com.au

® Registered to BPAY Pty Ltd. ABN 69 079 137 518



Internet
Go to
☎ mornpen.vic.gov.au/payonline
and follow the prompts.



Direct Debit
For applications, go to
☎ mornpen.vic.gov.au/directdebit

To maximise the benefits of Direct Debit, applications must be received prior to 31 August.



Mail to: Mornington Peninsula Shire, Private Bag 1000, Rosebud VIC 3939

Make cheques payable to: 'Mornington Peninsula Shire'. Please note that receipts will not be issued for mailed payments.



In person
Please present notice intact at any Shire office (Mornington, Rosebud, or Hastings). Payments may be made by cash, cheque, EFTPOS, MasterCard or Visa. Make cheques payable to 'Mornington Peninsula Shire'.



Post Billpay
Pay in-store at Australia Post, or by phone (credit card) or internet using the Post Billpay details on the front of this notice:
☎ 13 18 16
☎ auspost.com.au/postbillpay



630395-001 001645 (6613) D032
CRAIG, DOUGLAS, MARY MUNRO & ANTHEA ALLS
136 BUNGOWER RD
SOMERVILLE VIC 3912

Bill note:
Information purposes only

Last bill	Payments received	Balance
\$236.04cr	– \$350.00cr =	\$586.04cr

Account number:	25078569
Payment not required	

Current charges	Credit balance
+ \$248.09	\$337.95cr

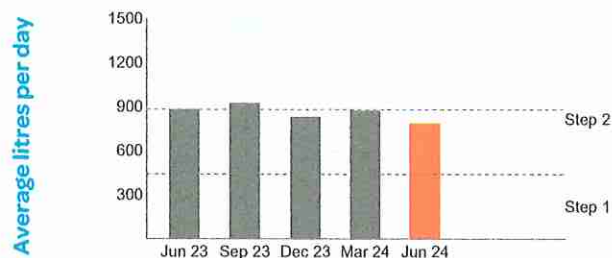
Your account breakdown

Issue date	06 June 2024
Property	136 Bungower Road SOMERVILLE VIC 3912
Property reference	03A//01780/60
Last bill	\$236.04cr
Payment received	\$350.00cr
Balance brought forward	\$586.04cr
Our charges (no GST)	\$240.39
Concessions applied	\$43.05cr
Other authorities' charges (no GST)	\$50.75
Balance	\$337.95cr

Your snapshot

Average daily water use	787 litres
Average daily cost	\$2.63

Your water use



Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	787	394	262	197	157
Meeting Target 150?	X	X	X	X	X

Payment options

DD **Direct debit**
Set up payments at southeastwater.com.au/paymybill

EFT **EFT (Electronic Funds Transfer)**
BSB: 033-874 Account number: 25078569
Account name: South East Water Corporation

B **BPAY® (Up to \$20,000)**
Billcode: 24208 Ref: 1002 5078 5600 004

POST **billpay**
Postbillpay
BillpayCode: 0361 Ref: 1002 5078 5600 004
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

centrelink **Centrepay**
Use Centrepay to make regular deductions from your Centrelink payment.
Reference number: 555 050 397J

Property ref: 03A//01780/60
136 BUNGOWER ROAD
SOMERVILLE VIC 3912

PN03A

Balance:	\$337.95cr
Account number:	25078569
Date paid:	
Receipt number:	

Our charges

Meter reading details

Date read: 05/06/2024

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
SAFJ084542	4527	4457	70	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is 04 September 2024.

Water usage

For period 08/03/24 to 05/06/24 (89 days)

Step 1 39.16 kl @ \$2.7883 per kl =	\$109.19
Step 2 30.84 kl @ \$3.5576 per kl =	\$109.72

Total usage charges \$218.91

Steps are calculated on a daily average up to 440 litres

Service charges

For period 01/04/24 to 30/06/24

Water service charge \$21.48

Total service charges \$21.48

Our charges

\$240.39

Other authorities' charges

Parks 01/04/24 to 30/06/24 Charge \$21.21

Waterways and Drainage charge 01/04/24 to 30/06/24 \$29.54

Total other authorities \$50.75

Total current charges \$291.14

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.77 million Melburnians. We've made changes to our charges as part of our 5-year commitment to you. For more details, see southeastwater.com.au/pricing2023

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for 01/04/24 to 30/06/24.

Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see parks.vic.gov.au/about-us/parks-charge. The charge is for 01/04/24 to 30/06/24.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at southeastwater.com.au/paymentsupport

Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at southeastwater.com.au/customer-charter. For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Struggling with your water bill?

We have support options just for you.

Call 13 18 51 or visit southeastwater.com.au/paymentoptions



South East Water Corporation

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:



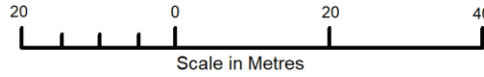
LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

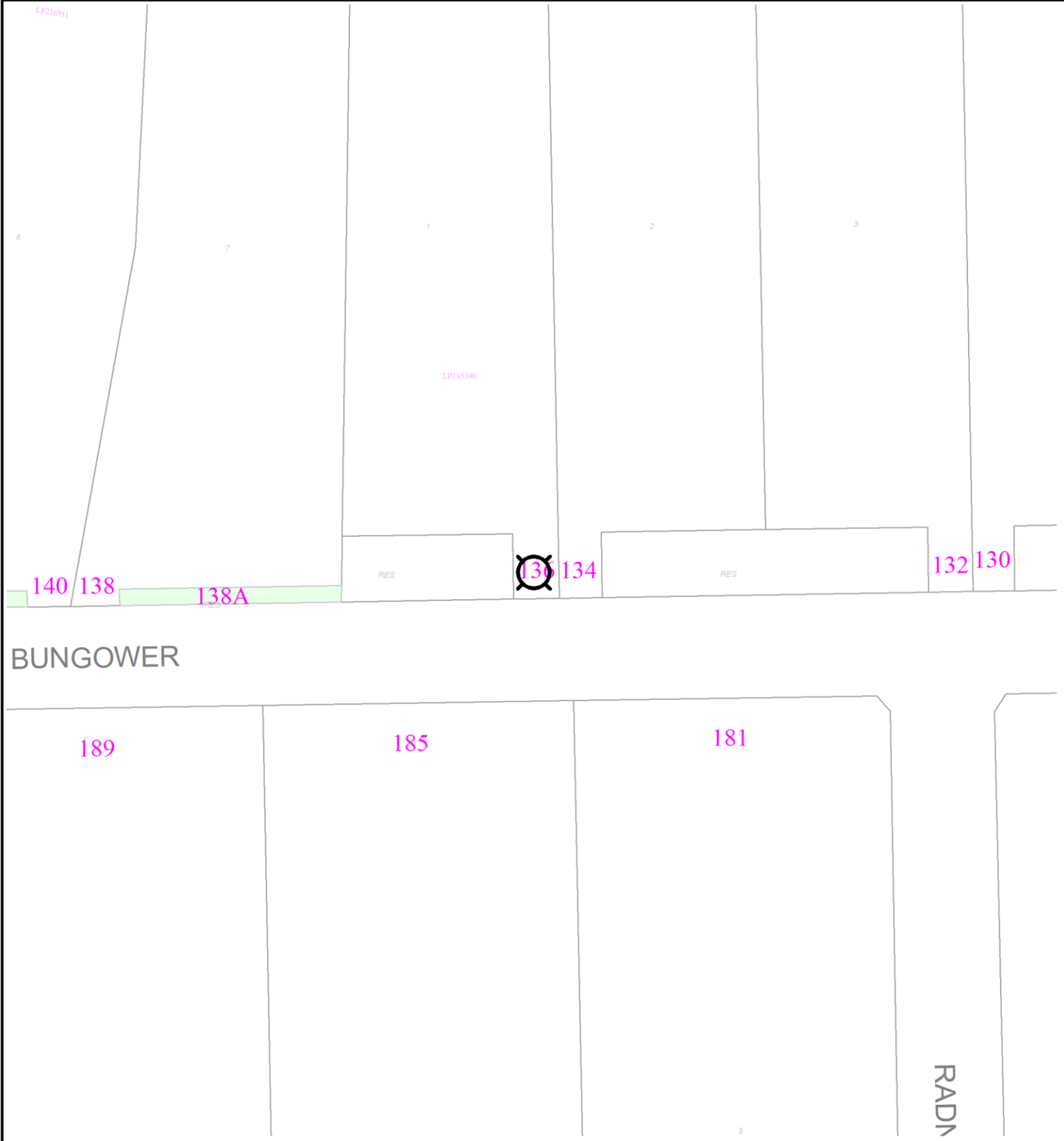


Property: Lot 1 136 BUNGOWER ROAD SOMERVILLE 3912

Case Number: 47457253



Date: 30AUGUST2024



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

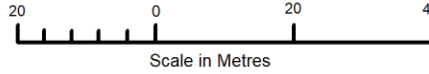
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary

Melbourne Water Assets			
	Sewer Main		Natural Waterway
	Maintenance Hole		Channel Drain
	Underground Drain		Underground Drain M.H.

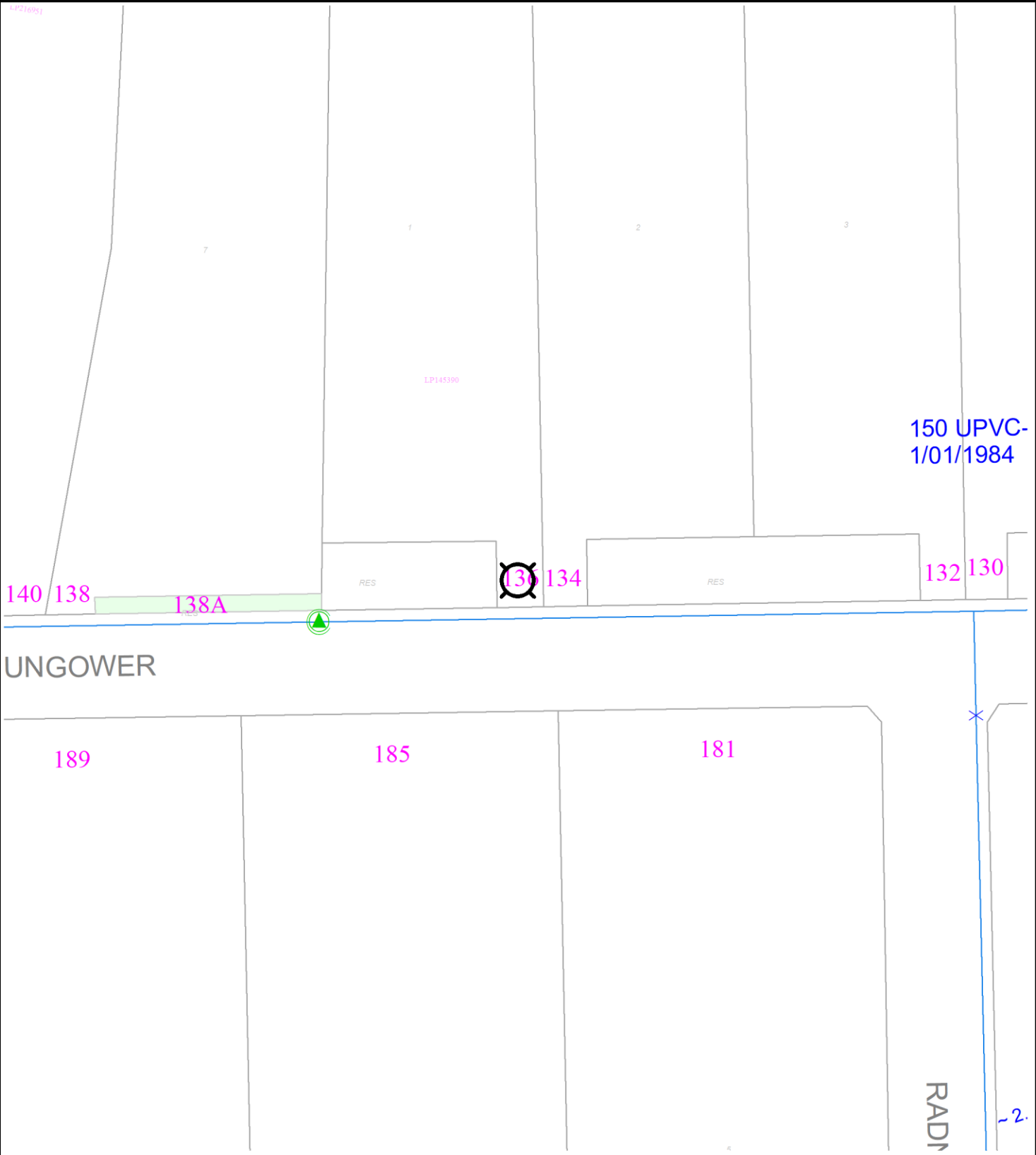


Property: Lot 1 136 BUNGOWER ROAD SOMERVILLE 3912

Case Number: 47457253



Date: 30AUGUST2024



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

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

Property Clearance Certificate

Land Tax



INFOTRACK / WALSH CONVEYANCING

Your Reference: 24/4354

Certificate No: 79698555

Issue Date: 30 AUG 2024

Enquiries: ESYSPROD

Land Address: 136 BUNGOWER ROAD SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18506656	1	145390	9558	186	\$0.00

Vendor: MARY MUNRO, DOUGLAS MUNRO & 2 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MARY ANGUS MUNRO	2024	\$995,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$1,350,000

SITE VALUE: \$995,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 79698555

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$4,620.00

Taxable Value = \$995,000

Calculated as \$2,250 plus (\$995,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 79698555

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 79698555

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / WALSH CONVEYANCING

Your Reference: 24/4354
Certificate No: 79698555
Issue Date: 30 AUG 2024
Enquires: ESYSPROD

Land Address: 136 BUNGOWER ROAD SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18506656	1	145390	9558	186	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
117	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,350,000
SITE VALUE:	\$995,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79698555

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / WALSH CONVEYANCING

Your Reference: 24/4354

Certificate No: 79698555

Issue Date: 30 AUG 2024

Land Address: 136 BUNGOWER ROAD SOMERVILLE VIC 3912

Lot	Plan	Volume	Folio
1	145390	9558	186

Vendor: MARY MUNRO, DOUGLAS MUNRO & 2 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 79698555

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 79698551</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 79698551</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1064234

APPLICANT'S NAME & ADDRESS

WALSH CONVEYANCING C/- TRICONVEY (RESELLER) C/-
LANDATA

MELBOURNE

VENDOR

MUNRO, CRAIG DOUGLAS

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

368657

This certificate is issued for:

LOT 1 PLAN LP145390 ALSO KNOWN AS 136 BUNGOWER ROAD SOMERVILLE
MORNINGTON PENINSULA SHIRE

The land is covered by the:

MORNINGTON PENINSULA PLANNING SCHEME

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

The land:

- is included in a LOW DENSITY RESIDENTIAL ZONE
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 1
- and abuts a TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD

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

- is included in a LOW DENSITY RESIDENTIAL ZONE - SCHEDULE 2 - C219morn
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 50 - C219morn
- and a AREA TO BE DELETED FROM A DESIGN AND DEVELOPMENT OVERLAY - C219morn

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

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

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

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

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

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

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

30 August 2024

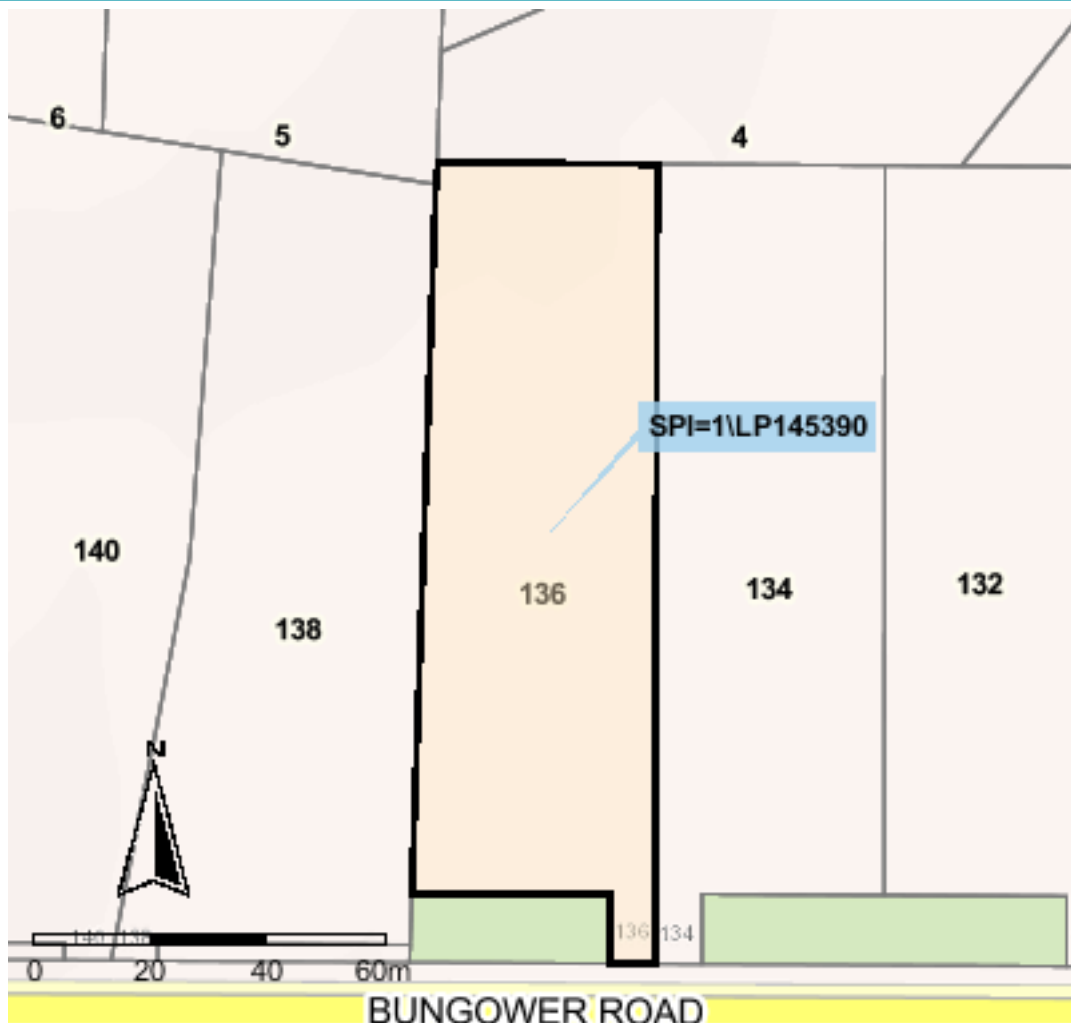
Sonya Kilkenny
Minister for Planning

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

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

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

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



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

Choose the authoritative Planning Certificate

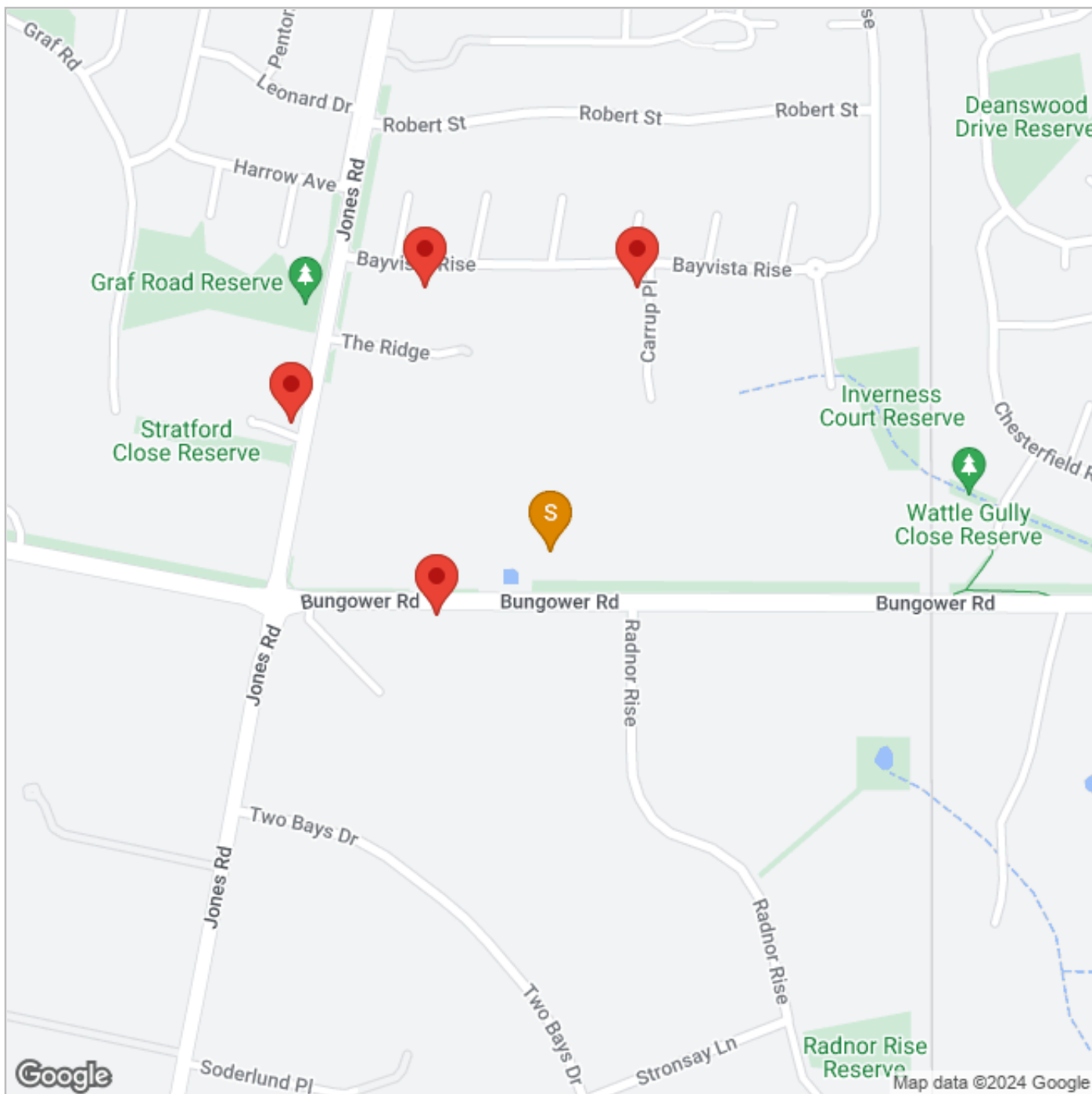
Why rely on anything less?

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

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

Privacy Statement

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



136 BUNGOWER ROAD, SOMERVILLE Vic 3912

Matter

24/4354

Council

Mornington Peninsula



4
Applications



20/07/2023
Last Update



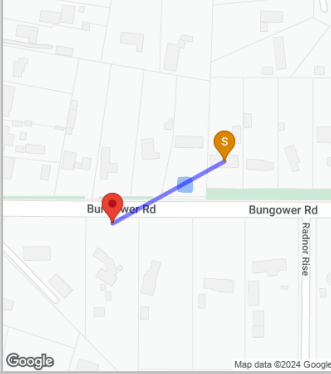
400m
Range

Whilst efforts are made to ensure the accuracy of data and the contents of Development Application reports, InfoTrack cannot guarantee the accuracy or completeness of information contained therein. Results are currently limited to the first 200 applications based on proximity to the property. By using the Development Application product and Development Application report/s, you agree to indemnify fully InfoTrack (and its related body corporate, directors, officers, agents, employees and contractors) from any claim, action, demand, loss or damages made or incurred directly or indirectly by you or any third party arising out of or relating to your conduct, your use of the Development Application product or Development Application report/s.

Summary

1
193 Bungower Road
SOMERVILLE VIC 3912

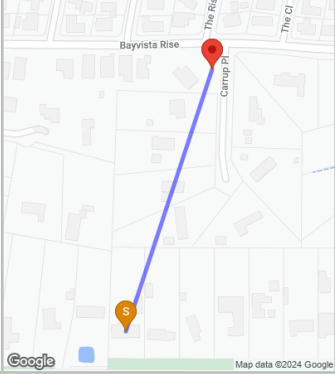
Distance 144m
Applications 1



The map shows a street view of Bungower Road in Somerville. A red pin is located on the left side of the road, and an orange pin is on the right side. A blue line connects the two pins, crossing the road. The Google logo and 'Map data ©2024 Google' are visible at the bottom.

2
8 Carrup Place
SOMERVILLE VIC 3912

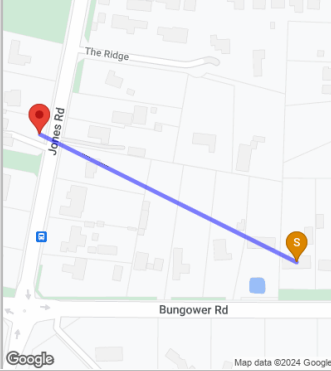
Distance 312m
Applications 1



The map shows a street view of Carrup Place in Somerville. A red pin is at the top of the road, and an orange pin is at the bottom. A blue line connects the two pins along the road. The Google logo and 'Map data ©2024 Google' are visible at the bottom.

3
192 Jones Road
SOMERVILLE VIC 3912

Distance 323m
Applications 1



The map shows a street view of Jones Road in Somerville. A red pin is on the left side of the road, and an orange pin is on the right side. A blue line connects the two pins, crossing the road. The Google logo and 'Map data ©2024 Google' are visible at the bottom.

4
4A Bayvista Rise
SOMERVILLE VIC 3912

Distance 327m
Applications 1



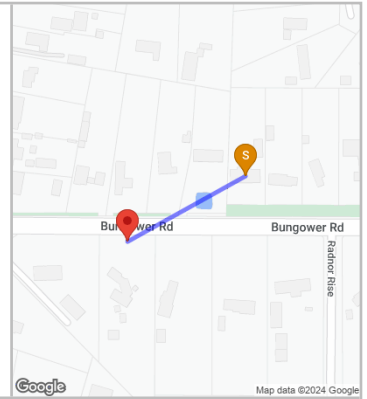
The map shows a street view of Bayvista Rise in Somerville. A red pin is at the top of the road, and an orange pin is at the bottom. A blue line connects the two pins along the road. The Google logo and 'Map data ©2024 Google' are visible at the bottom.

Details

1

193 Bungower Road SOMERVILLE VIC 3912

Distance 144m
Applications 1

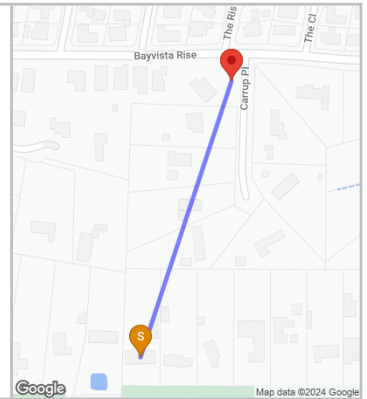


P22/0055 REMOVAL OF TWO TREES

2

8 Carrup Place SOMERVILLE VIC 3912

Distance 312m
Applications 1

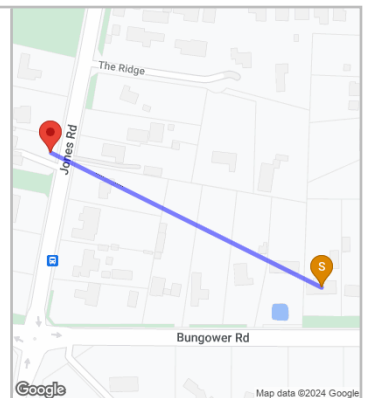


P21/3327 2 LOT SUBDIVISION - SPEAR

3

192 Jones Road SOMERVILLE VIC 3912

Distance 323m
Applications 1

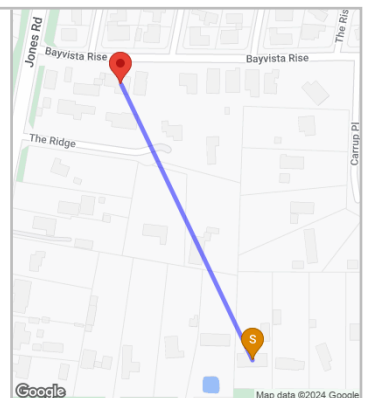


P19/2241 Development of a Dwelling (to replace the existing dwelling)

4

4A Bayvista Rise SOMERVILLE VIC 3912

Distance 327m
Applications 1



P23/1232 VICSMART - DEVELOPMENT OF A SHED AND ASSOCIATED WORKS GENERALLY IN ACCORDANCE WITH THE SUBMITTED PLANS

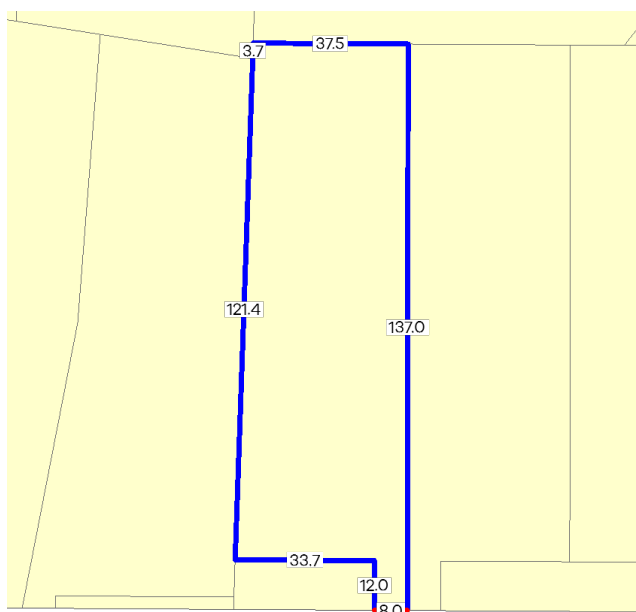
PROPERTY DETAILS

Address: **136 BUNGOWER ROAD SOMERVILLE 3912**
Lot and Plan Number: **Lot 1 LP145390**
Standard Parcel Identifier (SPI): **1\LP145390**
Local Government Area (Council): **MORNINGTON PENINSULA**
Council Property Number: **90399**
Directory Reference: **Melway 148 E4**

www.mornpen.vic.gov.au

SITE DIMENSIONS

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



Area: 5045 sq. m

Perimeter: 353 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

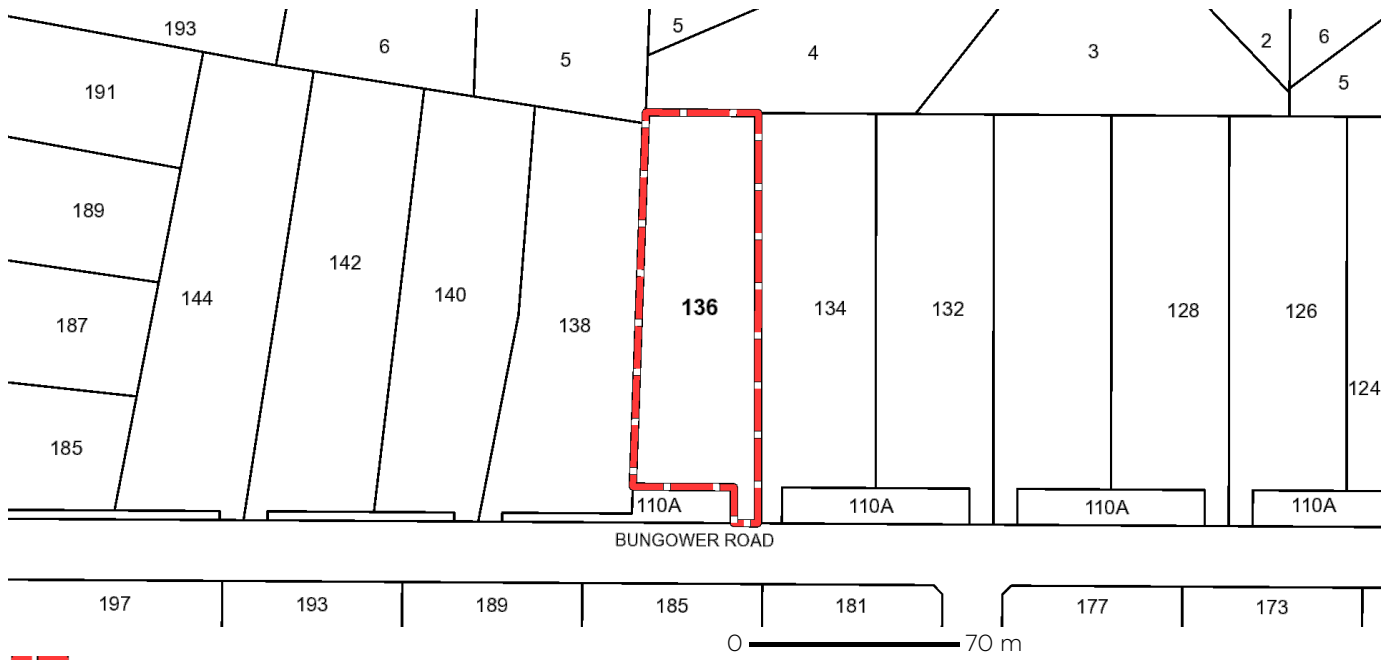
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



From www.planning.vic.gov.au at 27 August 2024 03:05 PM

PROPERTY DETAILS

Address: **136 BUNGOWER ROAD SOMERVILLE 3912**
 Lot and Plan Number: **Lot 1 LP145390**
 Standard Parcel Identifier (SPI): **1\LP145390**
 Local Government Area (Council): **MORNINGTON PENINSULA**
 Council Property Number: **90399**
 Planning Scheme: **Mornington Peninsula**
 Directory Reference: **Melway 148 E4**

www.mornpen.vic.gov.au

[Planning Scheme - Mornington Peninsula](#)

UTILITIES

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

STATE ELECTORATES

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

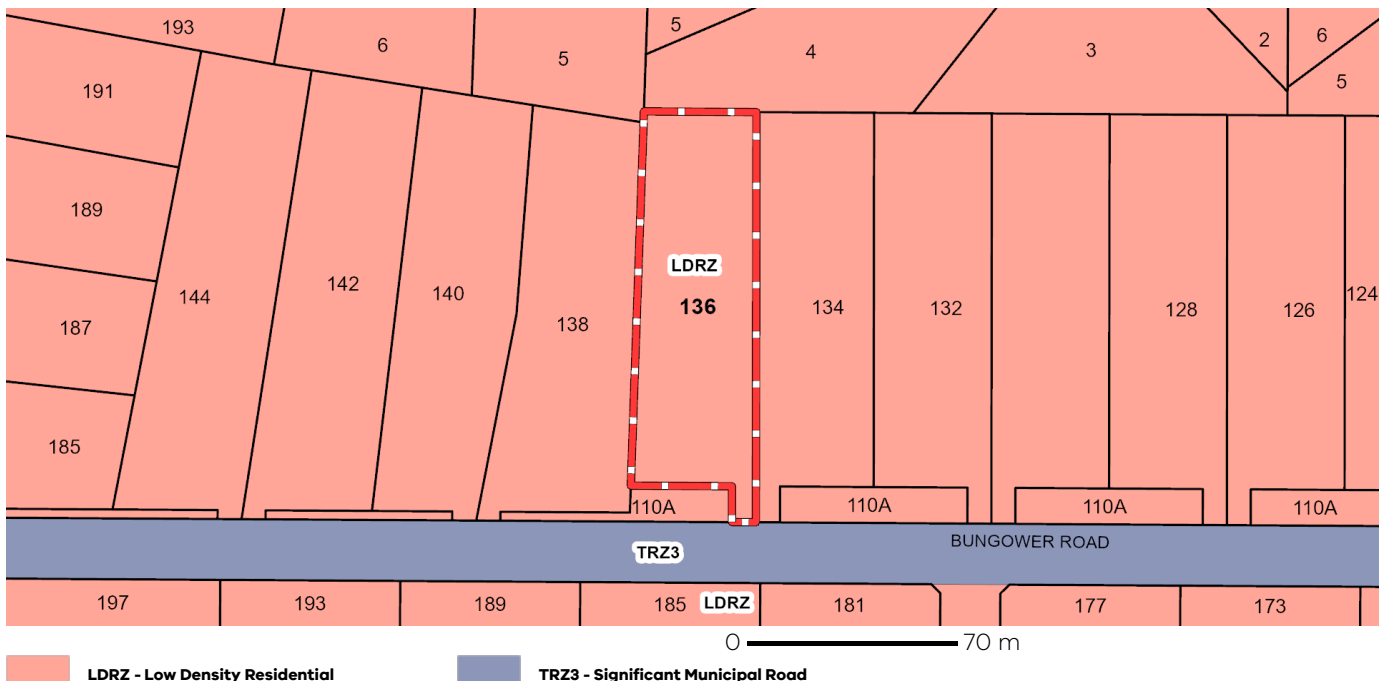
OTHER

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

[View location in VicPlan](#)

Planning Zones

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)
[SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

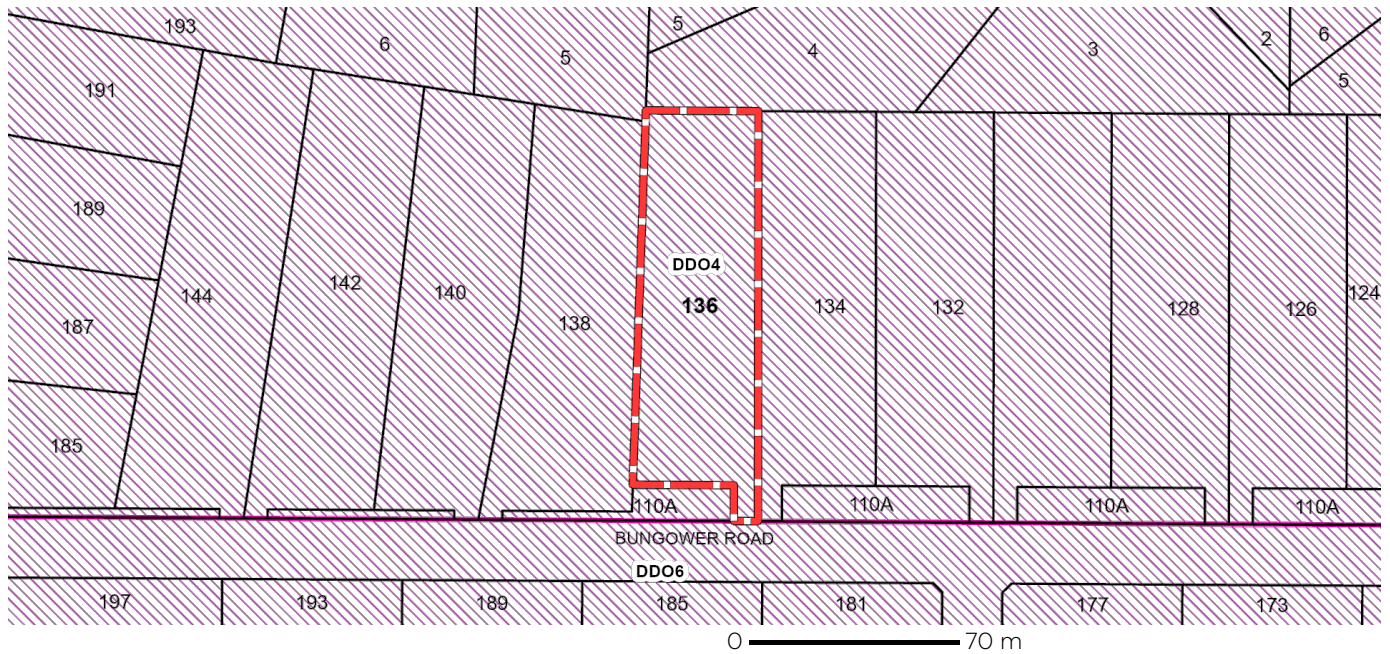


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4 (DDO4)

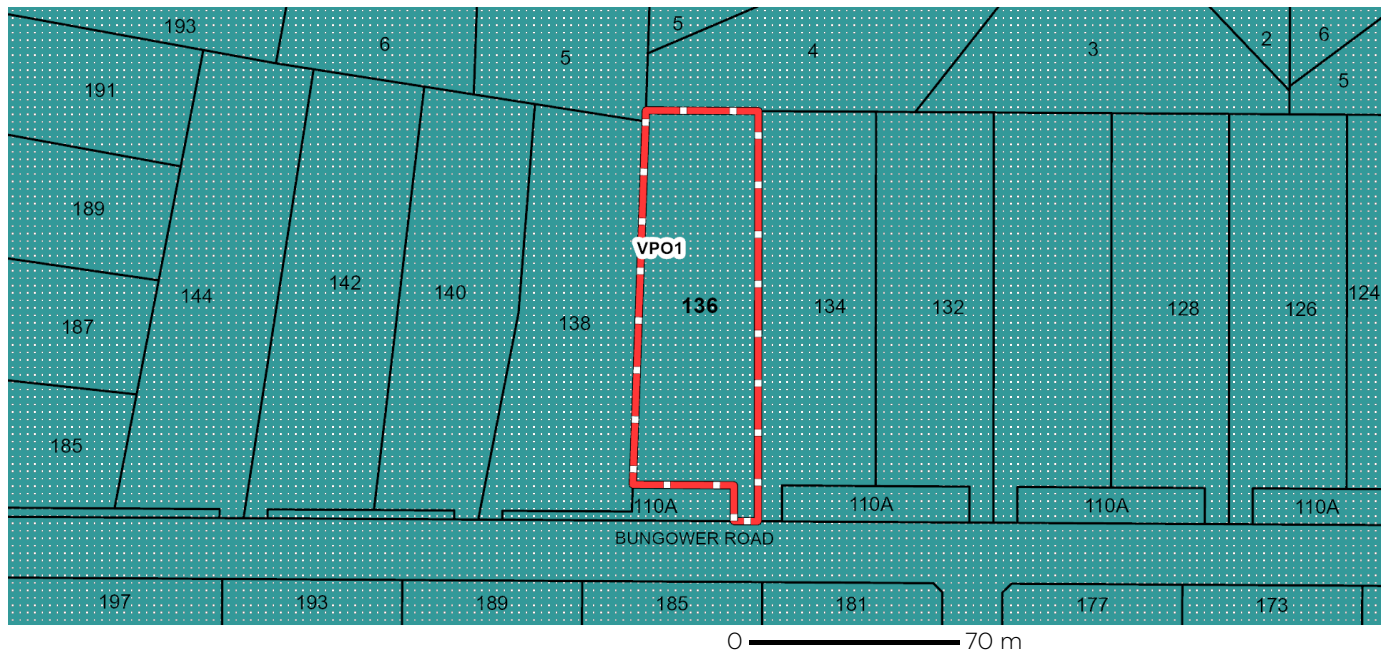


DDO - Design and Development Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



VPO - Vegetation Protection Overlay

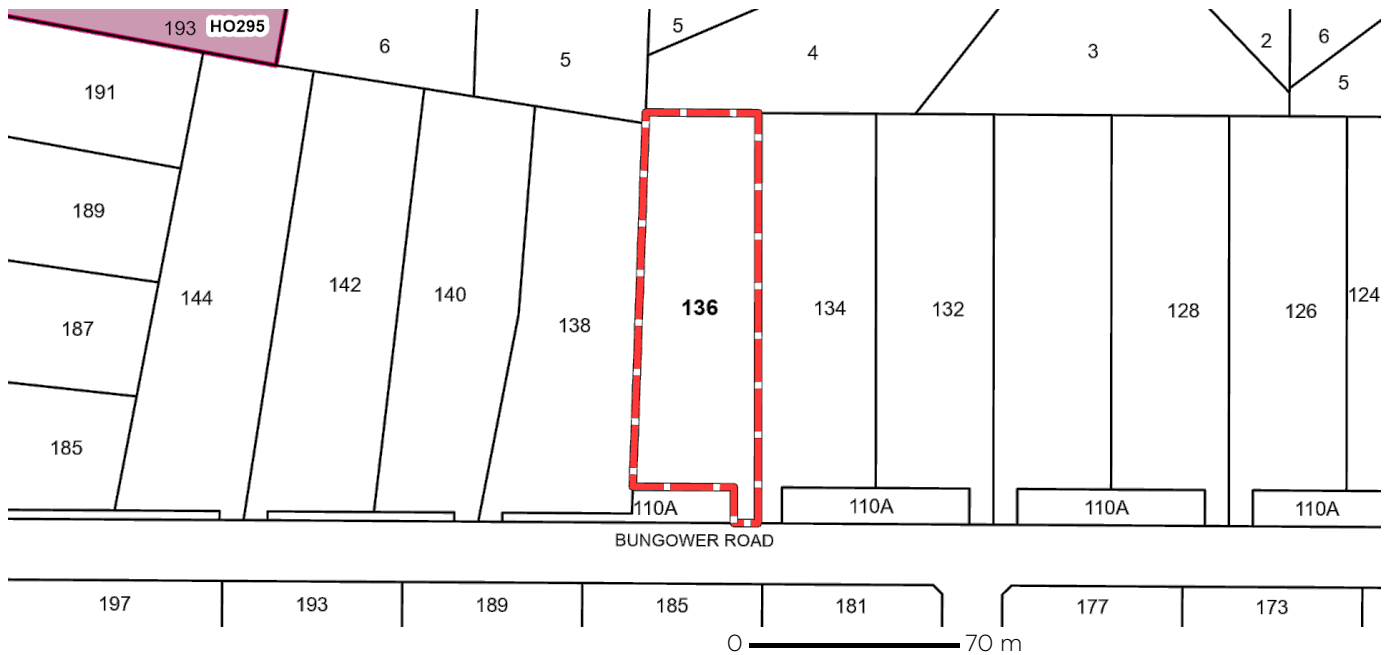
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage Overlay

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

Further Planning Information

Planning scheme data last updated on 21 August 2024.

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

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

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

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

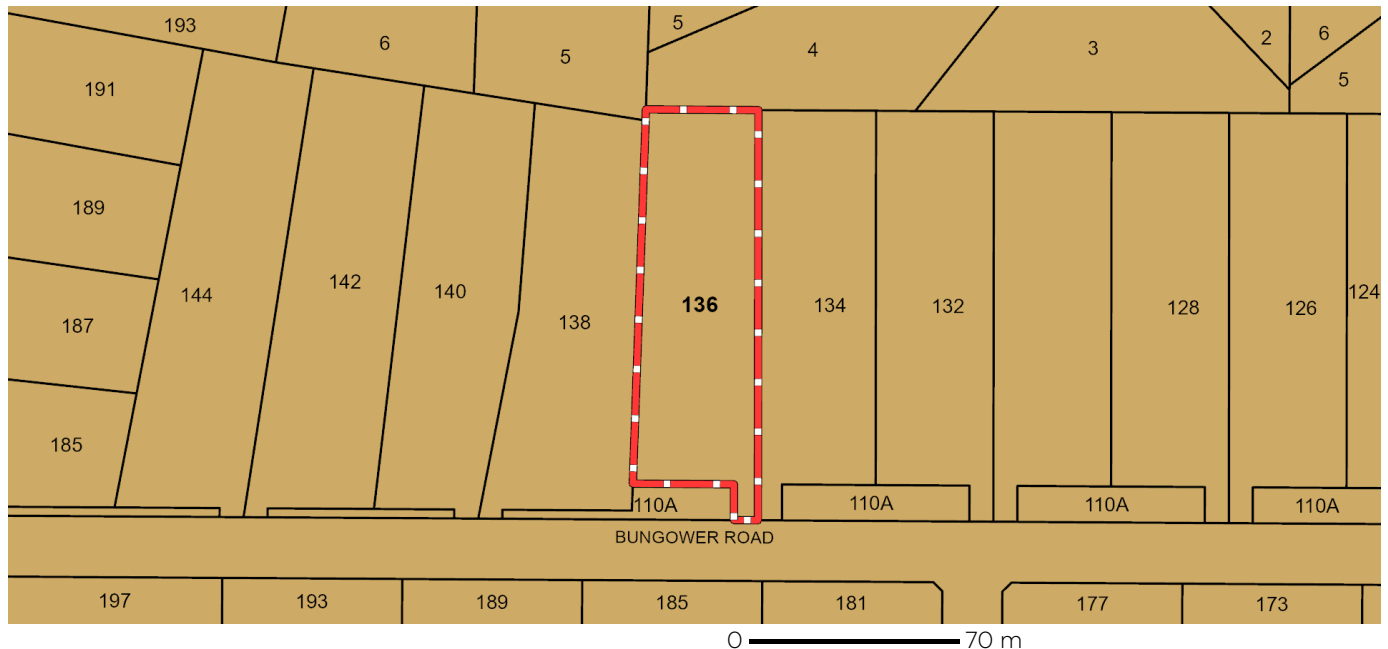
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



 Designated Bushfire Prone Areas

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 \(environment.vic.gov.au\)](http://Native%20vegetation%20(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 \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

32.03
31/07/2018
VC148

LOW DENSITY RESIDENTIAL ZONE

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

Purpose

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

To provide for low-density residential development on lots which, in the absence of reticulated sewerage, can treat and retain all wastewater.

32.03-1
01/01/2024
VC250

Table of uses

Section 1 - Permit not required

Use	Condition
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast)	Must be the only dwelling on the lot. Must meet the requirements of Clause 32.03-2.
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Racing dog husbandry	Must be no more than 2 animals.
Railway	
Small second dwelling	Must be no more than one dwelling existing on the lot. Must be the only small second dwelling on the lot. Must meet the requirements of Clause 32.03-2. Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.
Tramway	

MORNINGTON PENINSULA PLANNING SCHEME

Use	Condition
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dwelling and Small second dwelling) Agriculture (other than Animal production, Apiculture, Domestic animal husbandry and Racing dog husbandry)	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience restaurant	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience shop	
Domestic animal boarding	
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Dwelling (other than Bed and breakfast) – if the Section 1 condition is not met	Must result in no more than two dwellings on the lot. Must meet the requirements of Clause 32.03-2.
Food and drink premises (other than Convenience restaurant) Grazing animal production Leisure and recreation (other than Informal outdoor recreation and Motor racing track) Market Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus and Nightclub) Plant nursery	
Service station	The site must either: <ul style="list-style-type: none"> ▪ Adjoin a commercial zone or industrial zone. ▪ Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. The site must not exceed either: <ul style="list-style-type: none"> ▪ 3000 square metres.

Use	Condition
	<ul style="list-style-type: none"> 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour
Animal production (other than Grazing animal production)
Cinema based entertainment facility
Extractive industry
Industry (other than Automated collection point and Car wash)
Motor racing track
Nightclub
Office (other than Medical centre)
Retail premises (other than Convenience shop, Food and drink premises, Market and Plant nursery)
Saleyard
Small second dwelling - if the Section 1 condition is not met
Transport terminal
Warehouse (other than Store)

32.03-2
14/12/2023
VC253

Use for one or two dwellings, or a small second dwelling

A lot used for one or two dwellings or a small second dwelling must meet the following requirements:

- Each dwelling or small second dwelling must be connected to reticulated sewerage, if available. If reticulated sewerage is not available, all wastewater from each dwelling must be treated and retained within the lot in accordance with the requirements in the Environment Protection Regulations under the *Environment Protection Act 2017* for an on-site wastewater management system.
- Each dwelling or small second dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply, with appropriate storage capacity.
- Each dwelling or small second dwelling must be connected to a reticulated electricity supply or have an alternative energy supply.

32.03-3
14/12/2023
VC253

Subdivision

Permit requirement

A permit is required to subdivide land.

Each lot must be at least the area specified for the land in a schedule to this zone. Any area specified must be at least:

- 0.4 hectare for each lot where reticulated sewerage is not connected. If no area is specified each lot must be at least 0.4 hectare.
- 0.2 hectare for each lot with connected reticulated sewerage. If no area is specified each lot must be at least 0.2 hectare.

A permit may be granted to create lots smaller than 0.4 hectare if the subdivision:

- Excises land which is required for a road or a utility installation.
- Provides for the re-subdivision of existing lots and the number of lots is not increased.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where:	Clause 59.01
<ul style="list-style-type: none"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	

32.03-4
04/12/2020
VC180

Buildings and works

A permit is required to construct or carry out any of the following:

- A building or works associated with a use in Section 2 of Clause 32.03-1.
- An outbuilding which has dimensions greater than those specified in a schedule to this zone.

This does not apply to structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct a building or construct or carry out works where:</p> <ul style="list-style-type: none"> ▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or ▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and ▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: <ul style="list-style-type: none"> – A10 Side and rear setbacks. – A11 Walls on boundaries. – A12 Daylight to existing windows. – A13 North-facing windows. – A14 Overshadowing open space. – A15 Overlooking. <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 59.04</p>

32.03-5
01/07/2021
VC203

Application requirements**Subdivision**

An application must be accompanied by a site analysis, documenting the site in terms of land form, vegetation coverage and the relationship with surrounding land, and a report explaining how the proposed subdivision has responded to the site analysis. The report must:

- In the absence of reticulated sewerage, include a Land Capability Assessment on the risks to human health and the environment of an on-site wastewater management system constructed, installed or altered on the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017*.
- Show for each lot:
 - A building envelope and driveway to the envelope.
 - Existing vegetation.
 - In the absence of reticulated sewerage, an effluent disposal area.
- Show how the proposed subdivision relates to the existing or likely use and development of adjoining and nearby land.
- If a staged subdivision, show how the balance of the land may be subdivided.

32.03-6
01/01/2024
VC250

Decision guidelines

General

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

- The Municipal Planning Strategy and the Planning Policy Framework.

Subdivision

- The protection and enhancement of the natural environment and character of the area including the retention of vegetation and faunal habitat and the need to plant vegetation along waterways, gullies, ridgelines and property boundaries.
- The availability and provision of utility services, including sewerage, water, drainage, electricity and telecommunications.
- In the absence of reticulated sewerage:
 - The capability and suitability of the lot to treat and retain all wastewater as determined by a Land Capability Assessment on the risks to human health and the environment of an on-site wastewater management system constructed, installed, or altered on the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017*.
 - The benefits of restricting the size of lots to generally no more than 2 hectares to enable lots to be efficiently maintained without the need for agricultural techniques and equipment.
- The relevant standards of Clauses 56.07-1 to 56.07-4.

32.03-7
31/07/2018
VC148

Signs

Sign requirements are at Clause 52.05. This zone is in Category 3.

22/07/2021
C255morn

SCHEDULE TO CLAUSE 32.03 LOW DENSITY RESIDENTIAL ZONE

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

1.0
22/07/2021
C255morn

Subdivision requirements

	Land	Area (hectares)
Minimum subdivision area (hectares)	All green wedge land	0.4ha

2.0
22/07/2021
C255morn

Outbuilding permit requirements

Dimensions above which a permit is required to construct an outbuilding (square metres)
None specified

43.02
31/07/2018
VC148

DESIGN AND DEVELOPMENT OVERLAY

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

Purpose

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

To identify areas which are affected by specific requirements relating to the design and built form of new development.

43.02-1
19/01/2006
VC37

Design objectives

A schedule to this overlay must contain a statement of the design objectives to be achieved for the area affected by the schedule.

43.02-2
14/12/2023
VC253

Buildings and works

Permit requirement

A permit is required to:

- Construct a building or construct or carry out works. This does not apply:
 - If a schedule to this overlay specifically states that a permit is not required.
 - To the construction of an outdoor swimming pool associated with a dwelling unless a specific requirement for this matter is specified in a schedule to this overlay.
 - To the construction of a building or construction or carrying out of works for a small second dwelling if all the following requirements are met:
 - The building height must not exceed 5 metres.
 - The building must be finished using muted tones and colours.
- Construct a fence if specified in a schedule to this overlay.

Buildings and works must be constructed in accordance with any requirements in a schedule to this overlay. A schedule may include requirements relating to:

- Building setbacks.
- Building height.
- Plot ratio.
- Landscaping.
- Any other requirements relating to the design or built form of new development.

A permit may be granted to construct a building or construct or carry out works which are not in accordance with any requirement in a schedule to this overlay, unless the schedule specifies otherwise.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct a fence.	Clause 59.05

Class of application	Information requirements and decision guidelines
Construct a building or construct or carry out works for: <ul style="list-style-type: none"> ▪ A carport, garage, pergola, verandah, deck, shed or similar structure. ▪ An outdoor swimming pool. The buildings and works must be associated with a dwelling.	Clause 59.05
Construct a building or construct or carry out works with an estimated cost of up to \$1,000,000 where the land is in an industrial zone.	Clause 59.05
Construct a building or construct or carry out works with an estimated cost of up to \$500,000 where the land is in a commercial zone or a Special Use, Comprehensive Development, Capital City, Docklands, Priority Development or Activity Centre Zone.	Clause 59.05

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

43.02-3
31/07/2018
VC148

Subdivision

Permit requirement

A permit is required to subdivide land.

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

Subdivision must occur in accordance with any lot size or other requirement specified in a schedule to this overlay.

A permit may be granted to subdivide land which is not in accordance with any lot size or other requirement in a schedule to this overlay, unless the schedule specifies otherwise.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. 	Clause 59.02

Class of application	Information requirements and decision guidelines
<ul style="list-style-type: none"> ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision. 	
<hr/>	
Subdivide land into 2 lots if:	Clause 59.02
<ul style="list-style-type: none"> ▪ The construction of a building or the construction or carrying out of works on the land: <ul style="list-style-type: none"> – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot. 	

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

43.02-4
31/07/2018
VC148

Signs

Sign requirements are at Clause 52.05 unless otherwise specified in a schedule to this overlay.

43.02-5
31/07/2018
VC148

Application requirements

An application must be accompanied by any information specified in a schedule to this overlay.

43.02-6
31/07/2018
VC148

Decision guidelines

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

- The Municipal Planning Strategy and the Planning Policy Framework.
- The design objectives of the relevant schedule to this overlay.
- The provisions of any relevant policies and urban design guidelines.
- Whether the bulk, location and appearance of any proposed buildings and works will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Whether the design, form, layout, proportion and scale of any proposed buildings and works is compatible with the period, style, form, proportion, and scale of any identified heritage places surrounding the site.
- Whether any proposed landscaping or removal of vegetation will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- The layout and appearance of areas set aside for car parking, access and egress, loading and unloading and the location of any proposed off street car parking
- Whether subdivision will result in development which is not in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Any other matters specified in a schedule to this overlay.

SCHEDULE 4 TO CLAUSE 43.02 DESIGN AND DEVELOPMENT OVERLAY

Shown on the planning scheme map as **DDO4** .

Environmental Design**Design objectives**

To ensure the appropriate design of subdivision and housing in areas of semi stabilised dunes where the danger of soil erosion in steep and sandy conditions requires that particular care be exercised in the carrying out of all building and works and the clearing of existing natural vegetation.

To minimise the extent of earthworks in areas prone to erosion.

To ensure that any works associated with detached housing development within the environmentally sensitive Wildcoast area is carried out with proper regard to the physical characteristics of each site and the proximity of the area to the Point Nepean National Park.

To avoid higher densities of development in areas subject to instability and erosion or potential fire hazard.

To ensure that development densities are compatible with the environmental and infrastructure capacities of the area, including the capacity of local streets, drainage systems and sewerage systems. Where reticulated sewerage is not available, particular consideration must be given to the ability to contain all waste water onsite and the impact of development on ground water conditions. Particular attention must be given to the impact of development on streamlines, water ways and wetlands and to avoiding the development of land susceptible to stream erosion or flooding.

To recognise areas, including Mt Eliza, where substantial vegetation cover is a dominant visual and environmental feature of the local area, by ensuring site areas are large enough to accommodate development while retaining natural or established vegetation cover and to provide substantial areas for new landscaping and open space.

To ensure that subdivision and development proposals have proper regard to heritage values.

To recognise the landscape character of environmentally sensitive areas, including the National Trust recorded landscape of the Mt Eliza escarpment.

To ensure that new development has proper regard for the established streetscape and development pattern in terms of building height, scale and siting, and to protect shared viewlines where reasonable and practical.

To ensure that buildings are designed and sited to avoid being visually obtrusive, particularly in terms of creating a silhouette above a skyline or existing tree canopy line when viewed from surrounding streets and properties.

To ensure that subdivision proposals will enable new buildings to be integrated with their site and the surrounding area in terms of the relationship to existing buildings, open space areas and the coastal landscape.

To recognise areas where a lower intensity of residential activity and traffic movement contributes to the amenity of the area.

To recognise areas, with limited access to infrastructure, services and facilities, including public transport, that are considered inappropriate for higher densities of occupation.

Buildings and works**No permit required**

A permit is not required to construct a building or construct or carry out works for any of the following, but only if, the General requirements set out in this schedule are met.

- A single dwelling.
- A dwelling extension or alteration.
- An outbuilding.
- A dependent person's unit.

MORNINGTON PENINSULA PLANNING SCHEME

Note: The Mandatory requirements of this schedule also apply.

Permit required

An application to construct a building or construct or carry out works should meet the General requirements of this schedule except where it has been demonstrated to the satisfaction of the responsible authority, that compliance is unreasonable or unnecessary and no loss of amenity will result.

Note: The Mandatory requirements of this schedule also apply.

In the General Residential Zone or Neighbourhood Residential Zone, an application to construct a building or construct or carry out works associated with one dwelling on a lot:

- Must comply with Clause 54.01.
- Must meet all of the objectives and should meet all of the standards of Clause 54.02, 54.03-3, 54.03-4, 54.03-5, 54.03-6, 54.03-7; 54.04-2; 54.04-3, 54.04-4, 54.04-5, 54.04-6, 54.05, 54.06-1.
- Must meet the objectives of Clauses 54.03-1, 54.03-2 and 54.04-1.

A permit is required to construct a fence if:

- The side or rear fence is more than 2.0 metres in height.
- The front fence is more than 1.8 metres in height.
- The front fence is less than 50 per cent transparent.
- The fence is located 6 metres or less from any public foreshore land, cliff edge or cliff face.
- The fence is constructed of fibro cement sheet materials.

General requirements

- Wall and building heights must comply with the following table:

Land	Wall height	Building height
The land bounded by Truemans Road, the proposed Mornington Peninsula Freeway, Melbourne Road, Hotham Road, Back Beach Road, London Bridge Road and the boundary of the Mornington Peninsula National Park	4.5 metres or less	5 metres or less
All other land	5.5 metres or less	6 metres or less

- Buildings and works must not be located on a ridge top.
- The difference between finished ground level and natural ground level as a result of excavation and filling must not exceed one metre and must be properly battered or retained.
- All buildings must be located at least 10 metres from any Public Park and Recreation Zone, Public Conservation and Resource Zone, Transport Zone 2 or Transport Zone 3 and at least 6 metres from any cliff edge.
- Buildings must be setback at least 15 metres from a road frontage and 5 metres from any side road boundary. This may be reduced to 7.5 metres from a road frontage where the lot has an area of less than 1500 square metres.
- A building containing more than one storey must not provide access to a roof area, deck, verandah or the like which has a level higher than the floor level of the upper storey.
- More than half of the external wall cladding of any dwelling must consist of brick, masonry, timber, simulated weatherboards or other materials approved by the responsible authority.

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- All cladding and trim must be coloured and maintained in muted tones of green, brown, beige or other colours approved by the responsible authority. The external finish of all buildings must be of a low reflectivity (less than 40 per cent reflectivity) to minimise glare and reflection of light. This requirement includes roofing materials, unless the pitch of the roof is 5 degrees or less and is not overlooked from any adjoining buildings, land or roadways. Solar panels are exempted. Where an extension to a dwelling is proposed which does not increase the floor area by more than 25 per cent, the colours may match that of the existing development.
- A building must not be a relocated building or moveable structure such as a tramcar or the like. This does not apply to a dependent person's unit or a newly pre-fabricated building.

Where a minimum setback distance for a building or buildings is specified in any of the General Requirements, sunblinds, verandahs, eaves, fascias, gutters, masonry chimneys, flues, pipes, domestic fuel or water tanks, and heating and cooling equipment or other services may encroach not more than 0.5 metres into the specified setback distances.

Mandatory requirements

The following requirements apply, as appropriate, to all buildings and works, whether or not a permit is required.

Sewerage and drainage

- A reticulated sewerage system or an alternative approved by the responsible authority.
- A reticulated drainage system or an alternative approved by the responsible authority.

These requirements cannot be varied with a permit.

Maximum building height

A building must have a maximum building height of no more than 8 metres and must contain no more than 2 storeys above natural ground level.

This does not apply to any of the following:

- A building in the area located to the north of a boundary defined by Ellerina Road West, Bruce Road, the Nepean Highway, Mornington- Flinders Road, Bittern- Dromana Road and Disney Street but only if the building is 2 storeys or less above natural ground level.
- A place of assembly building
- A leisure and recreation building
- A utility installation building
- A hospital
- An education centre
- A building that complies with height provisions specified in a plan approved under a schedule to the Development Plan Overlay.
- Alteration to or extension of a lawfully existing building but only if all of the following requirements are met:
 - The existing building has a building height of more than 8 metres or contains 3 or more storeys above natural ground level.
 - The maximum building height of the existing building is not exceeded.
 - The external bulk of the existing building is not significantly increased.
 - The footprint of the upper storey, existing at the approval date, is not increased by more than 10 per cent.

These requirements cannot be varied with a permit.

Number of dwellings

No more than one dwelling, excluding a dependent person’s unit, may be constructed on a lot. This requirement cannot be varied with a permit unless the land is located within one of the following areas and the specified requirements are met:

- The land is located between Jacksons Road and Williams Road, west of Watts Parade, Mt Eliza and no more than one dwelling is proposed for every 2600 square metres of site area.
- The land is located east of Canadian Bay Road, Mt Eliza (other than in the area between Jacksons Road and Williams Road, West of Watts Parade, Mt Eliza) and no more than two dwellings are proposed for every 2600 square metres of site area.
- The land is located west of Truemans Road and north of the proposed Mornington Peninsula Freeway in Rye and no more than one dwelling is proposed for every 2000 square metres of site area.
- This provision has not been previously applied to any of the land involved in the application.

Subdivision

A subdivision must meet all of the requirements specified for the land in the table to this schedule. This does not apply to any of the following:

- A subdivision in accordance with a restructure plan under Clause 45.05 or a development plan under Clause 43.04.
- A subdivision to realign the boundary between existing lots, provided no new lot or additional subdivision potential is created.
- For land that contains two or more dwellings that lawfully existed at the approval date, a subdivision that proposes to create a separate lot for each of those dwellings.
- A subdivision to excise land for a road, utility installation or other public purpose.

Table to Design and Development Overlay - Schedule 4

Land	Subdivision requirements
Land located at 1/392A, 2/392A, 3/392A, 392B, 420, 422, 424 and 426 Sandy Road, St Andrews Beach located on the north side of Sandy Road, east of Banyan Street.	<ul style="list-style-type: none"> ▪ Each lot must be at least 5,000 square metres. ▪ Each lot must show a development envelope capable of accommodating all buildings, effluent disposal envelopes, clearings for dwelling open outdoor space and vegetation management areas to mitigate fire risk. ▪ The configuration of all lots and the delineation of development envelopes should: <ul style="list-style-type: none"> – Avoid the removal of existing vegetation and provide for revegetation, particularly on elevated areas, steep land and around the perimeter of lots; and – Avoid development on land with a ground slope greater than 25 per cent. ▪ The number of access points to Sandy Road must be minimised.
Land located at 1440 (Lot 2, LP 91280, Vol 8877 Fol 905) Frankston-Flinders Road Tyabb.	<ul style="list-style-type: none"> ▪ Lots abutting the northern boundary must: <ul style="list-style-type: none"> – be at least 3,000 square metres; and, – have a building envelope that is setback at least: <ul style="list-style-type: none"> – 32 metres from a rear lot boundary; – 5 metres from side boundaries; and – 10 metres from a frontage. ▪ Other lots must be at least 1,200 square metres.

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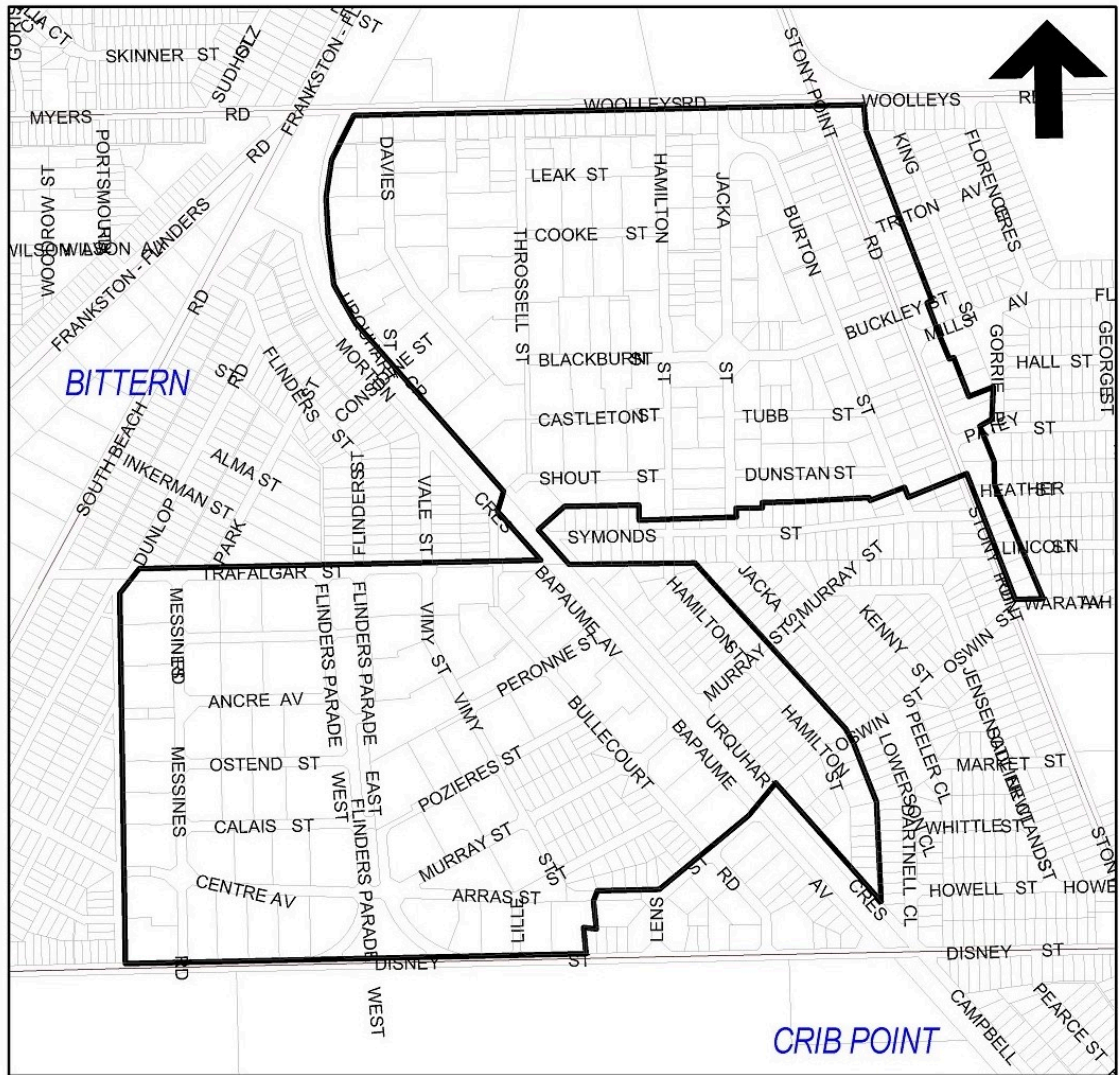
MORNINGTON PENINSULA PLANNING SCHEME

Land	Subdivision requirements
Land outlined in Map 1 to this schedule.	Each lot must be at least 1 hectare.
Land located between Jacksons Road and Williams Road, west of Watts Parade, Mt Eliza.	Each lot must be at least 2,500 square metres and be able to contain a rectangle with minimum dimensions of 25 metres x 35 metres.
Land located east of Canadian Bay, Mt Eliza (other than between Jacksons Road and Williams Road, west of Watts Parade, Mt Eliza).	<p>Each lot must be:</p> <ul style="list-style-type: none"> ▪ At least 2,500 square metres and be able to contain a rectangle with minimum dimensions of 25 metres x 35 metres; or, ▪ In the case of an integrated subdivision*, there must be no more than two lots for every 2,600 square metres of site area.
Land located west of Truemans Road and north of the proposed Mornington Peninsula Freeway in Rye.	<p>Each lot must be:</p> <ul style="list-style-type: none"> ▪ At least 2,500 square metres and be able to contain a rectangle with minimum dimensions of 25 metres x 35 metres; or ▪ In the case of an integrated subdivision*, at least 2,000 square metres.
Other land	Each lot must be at least 2,500 square metres and be able to contain a rectangle with minimum dimensions of 25 metres x 35 metres.

**An integrated subdivision is a subdivision proposed in conjunction with an application for more than one dwelling on a lot where:*

- *None of the land has been involved in a previously approved integrated subdivision;*
- *Each of the proposed lots is for a single dwelling only, except that a dependent person's unit may also be constructed on a lot; and,*
- *The application includes a site analysis and site development plan that responds to the design objectives of the schedule to the satisfaction of the responsible authority.*

Map 1 to Schedule 4 to Clause 43.02



These requirements cannot be varied with a permit.

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Signs

None specified.

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Application requirements

None specified.

6.0
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Decision guidelines

The following decision guidelines apply to an application for a permit under Clause 43.02, in addition to those specified in Clause 43.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- The design objectives of this schedule.
- Where an objective has been applied from Clause 54.02 to 54.06, inclusive, the relevant decision guidelines from that Clause.
- Whether any loss of amenity will result from a variation to the requirements of this schedule.
- Any relevant development plan, heritage study, code or policy relating to the protection and development of land in the area.
- Whether opportunities exist to avoid a building being visually obtrusive by the use of alternative building designs, including split level and staggered building forms, that follow the natural slope of the land and reduce the need for site excavation or filling.

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- The effect of any proposed subdivision or development on the environmental and landscape values of site and of the local area, including the effect on streamlines, foreshores, areas of remnant vegetation, areas prone to erosion and the amenity and accessibility of open space.
- In areas where reticulated sewerage is not available, whether the applicant has submitted a report from a suitably qualified person to demonstrate whether effluent can be treated and retained on-site, without contaminating groundwater, in accordance with State Environment Protection Policies.
- The need to ensure that the design of development has adequate regard to fire risk and includes appropriate fire protection measures.

42.02
31/07/2018
VC148

VEGETATION PROTECTION OVERLAY

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

Purpose

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

To protect areas of significant vegetation.

To ensure that development minimises loss of vegetation.

To preserve existing trees and other vegetation.

To recognise vegetation protection areas as locations of special significance, natural beauty, interest and importance.

To maintain and enhance habitat and habitat corridors for indigenous fauna.

To encourage the regeneration of native vegetation.

42.02-1
31/07/2018
VC148

Vegetation significance and objectives

A schedule to this overlay must contain:

- A statement of the nature and significance of the vegetation to be protected.
- The vegetation protection objectives to be achieved.

42.02-2
28/10/2022
VC224

Permit requirement

A permit is required to remove, destroy or lop any vegetation specified in a schedule to this overlay.

This does not apply:

- If the table to Clause 42.02-3 specifically states that a permit is not required.
- To the removal, destruction or lopping of native vegetation in accordance with a native vegetation precinct plan specified in the schedule to Clause 52.16.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
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Remove, destroy or lop one tree provided:

Clause 59.06

- A permit has not been granted for a VicSmart application to remove, destroy or lop a tree on the same land within the last 12 months.
- There is no other current VicSmart application to remove, destroy or lop a tree on the same land.

Table of exemptions

The requirement to obtain a permit does not apply to:	
Emergency works	<p>Vegetation that is to be removed, destroyed or lopped:</p> <ul style="list-style-type: none"> ▪ in an emergency by, or on behalf of, a public authority or municipal council to create an emergency access or to enable emergency works; or ▪ where it presents an immediate risk of personal injury or damage to property. Only that part of the vegetation that presents the immediate risk may be removed, destroyed or lopped under this exemption.
Extractive industry	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of extractive industry in accordance with a work plan approved under the <i>Mineral Resources (Sustainable Development) Act 1990</i> and authorised by a work authority granted under that Act.</p>
Fire protection	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of any of the following fire protection activities:</p> <ul style="list-style-type: none"> ▪ fire fighting; ▪ planned burning; ▪ making or maintenance of a fuelbreak or fire fighting access track (or any combination thereof) that does not exceed a combined width of 6 metres; ▪ making a strategic fuelbreak up to 40 metres wide by, or on behalf of, a public authority in accordance with a strategic fuelbreak plan approved by the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>); ▪ is ground fuel within 30 metres of a building and is vegetation other than native vegetation; ▪ in accordance with a fire prevention notice issued under either: <ul style="list-style-type: none"> – section 87 of the <i>Fire Rescue Victoria Act 1958</i>; – section 65 of the <i>Forests Act 1958</i>; or – section 41 of the <i>Country Fire Authority Act 1958</i>. ▪ keeping vegetation clear of, or minimising risk of bushfire ignition from, an electric line in accordance with a code of practice prepared under Part 8 of the <i>Electricity Safety Act 1998</i>; ▪ minimising the risk to life and property from bushfire on a roadside of a public road managed by the relevant responsible road authority, and carried out by, or on behalf of that authority in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>). In this exemption, roadside, public road and responsible road authority have the same meanings as in section 3 of the <i>Road Management Act 2004</i>. <p><i>Note: Additional permit exemptions for bushfire protection are provided at Clause 52.12.</i></p>
Geothermal energy exploration and extraction	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the <i>Geothermal Energy Resources Act 2005</i>.</p>
Greenhouse gas sequestration and exploration	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the <i>Greenhouse Gas Geological Sequestration Act 2008</i>.</p>

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The requirement to obtain a permit does not apply to:

Land management and directions notice	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land management notice or directions notice served under the <i>Catchment and Land Protection Act 1994</i> .
Land use conditions	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land use condition served under the <i>Catchment and Land Protection Act 1994</i> .
Mineral exploration and extraction	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by the holder of an exploration, mining, prospecting, or retention licence issued under the <i>Mineral Resources (Sustainable Development) Act 1990</i>:</p> <ul style="list-style-type: none"> ▪ that is low impact exploration within the meaning of Schedule 4A of the <i>Mineral Resources (Sustainable Development) Act 1990</i> ; or ▪ in accordance with a work plan approved under Part 3 of the <i>Mineral Resources (Sustainable Development) Act 1990</i> . <p><i>Note: Schedule 4A of the Mineral Resources (Sustainable Development) Act 1990 specifies limits on the extent of native vegetation that may be removed as part of low impact exploration.</i></p>
Noxious weeds	Vegetation that is a noxious weed subject of a declaration under section 58 or section 58A of the <i>Catchment and Land Protection Act 1994</i> . This exemption does not apply to Australian Dodder (<i>Cuscuta australis</i>).
Pest animal burrows	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the removal of pest animal burrows.</p> <p>In the case of native vegetation the written agreement of an officer of the department responsible for administering the <i>Flora and Fauna Guarantee Act 1988</i> is required before the vegetation can be removed, destroyed or lopped.</p>
Planted vegetation	Vegetation that is to be removed, destroyed or lopped that was either planted or grown as a result of direct seeding for Crop raising or Grazing animal production.
Railways	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to maintain the safe and efficient function of an existing railway, or railway access road, in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).
Regrowth	<p>Vegetation that is to be removed, destroyed or lopped that has naturally established or regenerated on land lawfully cleared of naturally established vegetation, and is:</p> <ul style="list-style-type: none"> ▪ bracken (<i>Pteridium esculentum</i>); or ▪ within the boundary of a timber production plantation, as indicated on a Plantation Development Notice or other documented record, and has established after the plantation. <p>This exemption does not apply to land on which vegetation has been destroyed or otherwise damaged as a result of flood, fire or other natural disaster.</p>
Road safety	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by and on behalf of a public authority or municipal council to maintain the safe and efficient function of an existing public road in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the <i>Conservation, Forests and Lands Act 1987</i>).

The requirement to obtain a permit does not apply to:

Stone exploration	<p>Vegetation is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of Stone exploration.</p> <p>The maximum extent of vegetation removed, destroyed or lopped under this exemption on contiguous land in the same ownership in a five year period must not exceed any of the following:</p> <ul style="list-style-type: none"> ▪ 1 hectare of vegetation which does not include a tree. ▪ 15 trees with a trunk diameter of less than 40 centimetres at a height of 1.3 metres above ground level. ▪ 5 trees with a trunk diameter of 40 centimetres or more at a height of 1.3 metres above ground level. <p>This exemption does not apply to costeaning and bulk sampling activities.</p>
Surveying	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by, or on behalf of, a licenced surveyor (within the meaning of section 3 of the <i>Surveying Act 2004</i>) using hand-held tools to establish a sightline for the measurement of land.</p>
Traditional owners	<p>Vegetation that is to be removed, destroyed or lopped by a person acting under, and in accordance with:</p> <ul style="list-style-type: none"> ▪ a natural resources agreement under Part 6 of the <i>Traditional Owners Settlement Act 2010</i> ; or ▪ an authorisation order made under sections 82 or 84 of the <i>Traditional Owner Settlement Act 2010</i> as those sections were in force immediately before the commencement of section 24 of the <i>Traditional owners Settlement Amendment Act</i> in 2016 (1 May 2017).
Tram stops	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of the Head, Transport for Victoria to construct a tram stop, including a tram stop shelter.</p>
Transport land	<p>Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of the Head, Transport for Victoria on land in a Transport Zone, or in a Public Acquisition Overlay if the Head, Transport for Victoria is the acquiring authority, to construct or maintain transport system infrastructure.</p>

42.02-4
31/07/2018
VC148

Application requirements

An application must be accompanied by any information specified in a schedule to this overlay.

42.02-5
31/07/2018
VC148

Decision guidelines

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

- The Municipal Planning Strategy and the Planning Policy Framework.
- The statement of the nature and significance of the vegetation to be protected and the vegetation protection objective contained in a schedule to this overlay.
- The effect of the proposed use, building, works or subdivision on the nature and type of vegetation to be protected.
- The role of native vegetation in conserving flora and fauna.
- The need to retain native or other vegetation if it is rare, supports rare species of flora or fauna or forms part of a wildlife corridor.

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- The need to retain vegetation which prevents or limits adverse effects on ground water recharge.
- The need to retain vegetation:
 - Where ground slopes exceed 20 percent.
 - Within 30 metres of a waterway or wetland.
 - On land where the soil or subsoil may become unstable if cleared.
 - On land subject to or which may contribute to soil erosion, slippage or salinisation.
 - In areas where the removal, destruction or lopping of vegetation could adversely affect the integrity or long term preservation of an identified site of scientific, nature conservation or cultural significance.
 - Which is of heritage or cultural significance.
- The need to remove, destroy or lop vegetation to create a defensible space to reduce the risk of bushfire to life and property.
- Any relevant permit to remove, destroy or lop vegetation in accordance with a land management plan or works program.
- Whether the application includes a land management plan or works program.
- Whether provision is made or is to be made to establish and maintain vegetation elsewhere on the land.
- Any other matters specified in a schedule to this overlay.

SCHEDULE 1 TO CLAUSE 42.02 VEGETATION PROTECTION OVERLAY

Shown on the planning scheme map as **VPO1** .

TOWNSHIP VEGETATION**Statement of nature and significance of vegetation to be protected**

There are many residential areas within the Mornington Peninsula's where substantial vegetation cover, rather than built form, is the dominant visual and environmental feature. These areas include the Mt Eliza escarpment, areas of the Mornington and Mt Martha townships, the rural residential areas of Somerville, Hastings and Crib Point, the Westernport coastal villages, and the hillside, cliff top, sand dune and wildcoast areas of the southern Peninsula.

In these areas, the impression is of buildings within a landscape rather than that of landscaping around buildings. This balance between natural or introduced vegetation and built form contributes substantially to local character. Vegetation in these areas also serves important environmental functions in providing areas of habitat and habitat corridors, assisting soil stability, reducing the intensity of stormwater runoff and limiting the erosion and siltation of streamlines.

Vegetation protection objectives to be achieved

To recognise areas where substantial vegetation cover is the dominant visual and environmental feature.

To ensure that subdivision and development proposals have proper regard to the landscape character of township areas.

To ensure that new development has proper regard for the established landscape, streetscape and development pattern in terms of being consistent with the existing balance between vegetation and building form in the local area and contributing to the landscape character of the area.

To ensure that any removal of natural vegetation and works associated with development in environmentally sensitive areas, including streamline areas, is carried out with proper regard to the physical characteristics of each site and the local area.

To avoid grazing on the steeper slopes of Arthur's Seat.

To ensure that any removal of natural vegetation in proximity to the Point Nepean National Park or other public land has proper regard to the impact on these areas.

To protect and conserve native vegetation, including grasses and ground flora.

To protect and conserve the habitat value of vegetation within township areas.

To encourage strategic replanting to provide for the long term maintenance of landscape and environmental values within townships.

To ensure that the proposed relocation of dwellings, or other buildings, includes measures to minimise the removal of vegetation on site and from road reserves.

To prevent the premature removal of vegetation from a site prior to consideration of design options for a proposed development.

Permit requirement

A permit is required to remove, destroy or lop any vegetation, except for:

- The removal of vegetation which is to be carried out in conjunction with a development approved under a planning permit and in accordance with an endorsed plan.
- The removal of vegetation necessary for the construction of a dwelling, dwelling extension or outbuilding where no planning permit is required and provided that:
 - A building permit has been granted for the proposed development.

- No tree with a trunk circumference greater than 0.35 metres is removed within 6 metres of a road frontage.
- Vegetation is only removed from the building footprint or within 2 metres of the proposed building.
- The removal of vegetation, not within a road reserve, to enable the formation of a single crossing and access driveway with a maximum width of 3.7 metres.
- The removal of vegetation which presents an immediate risk of personal injury or damage to property including the culling of single trees located within 3 metres of a dwelling or outbuilding, or which overhangs a boundary line.
- The removal of any dead timber or branch which has occurred through natural circumstances, fire or the spread of noxious weeds.
- The removal of any tree or branch of a tree which impairs the access of motor vehicles along any existing or approved access track, provided that such access track has a width no greater than 3.7 metres.
- The maintenance of landscaping, including pruning, which does not effect the stability, general form and viability of the vegetation.
- The removal of vegetation that has been established for less than 10 years and which is not required as landscaping under a planning approval.
- The removal of vegetation specified in the schedule to Clause 52.17.

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Application requirements

The following application requirements apply to an application for a permit under Clause 42.02, in addition to those specified elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

- An application for permit must be accompanied by a vegetation management plan clearly indicating:
 - All existing vegetation on the site, the extent and purpose of proposed vegetation removal and the species, density and location of trees and other vegetation to be planted.
 - The location of any watercourse on the property, and, if relevant, the location of areas where the ground slope exceeds 20 per cent.
- Where it is proposed to relocate a building, the application must specify the intended access route and provide an assessment of the vegetation impact, both on the site and on road reserves, including any proposed replanting.

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Decision guidelines

The following decision guidelines apply to an application for a permit under Clause 42.02, in addition to those specified in Clause 42.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- The vegetation protection objectives of this schedule.
- The value of the native vegetation to be removed in terms of its habitat, landscape and environmental values, age, physical condition, rarity or variety.
- The need for a report, by a properly qualified person and to the satisfaction of the responsible authority, on the vegetation and habitat significance of the vegetation to be removed.
- Whether there is any reasonable alternative means of siting buildings and works in order to conserve the native vegetation of the area.
- The extent of the proposed vegetation removal and its likely effect on the stability of the site, particularly along streamlines or in erosion prone areas.

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- The extent to which the removal of vegetation is necessary to achieve proper fire management.
- The benefit of conditions providing for the relocation of significant species prior to development of a site, having particular regard to the occurrence of native orchids.
- The benefit of conditions requiring planting, replanting and other treatment of the land, having regard to the relationship between buildings and the landscape and the maintenance, where possible, of shared view lines.
- The need for replacement vegetation to be of an appropriate species and to exclude environmental weeds.
- The need for a condition requiring the payment of a bond as part of a development approval to ensure that no unauthorised removal of vegetation occurs.
- The comments of any relevant coastal management, fire prevention, land management or soil conservation authority.

43.01
31/07/2018
VC148

HERITAGE OVERLAY

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

Purpose

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

To conserve and enhance heritage places of natural or cultural significance.

To conserve and enhance those elements which contribute to the significance of heritage places.

To ensure that development does not adversely affect the significance of heritage places.

To conserve specified heritage places by allowing a use that would otherwise be prohibited if this will demonstrably assist with the conservation of the significance of the heritage place.

Scope

The requirements of this overlay apply to heritage places specified in the schedule to this overlay. A heritage place includes both the listed heritage item and its associated land. Heritage places may also be shown on the planning scheme map.

43.01-1
14/12/2023
VC253

Permit requirement

A permit is required to:

- Subdivide land.
- Demolish or remove a building.
- Construct a building or construct or carry out works, including:
 - Domestic services normal to a dwelling if the services are visible from a street (other than a lane) or public park.
 - A solar energy system attached to a building that primarily services the land on which it is situated if the system is visible from a street (other than a lane) or public park and if the schedule to this overlay specifies the heritage place as one where solar energy system controls apply.
 - A rainwater tank if the rainwater tank is visible from a street (other than a lane) or public park.
 - A fence, if the fence is visible from a street (other than a lane) or public park.
 - Roadworks which change the appearance of a heritage place or which are not generally undertaken to the same details, specifications and materials.
 - Buildings or works associated with a railway, railway station or tramway constructed or carried out by or on behalf of the Head, Transport for Victoria.
 - Street furniture other than:
 - Traffic signals, traffic signs, bus shelters, fire hydrants, parking meters, post boxes and seating.
 - Speed humps, pedestrian refuges and splitter islands.
 - A domestic swimming pool or spa and associated mechanical and safety equipment, if the swimming pool or spa and associated equipment are visible from a street (other than a lane) or public park.
 - A pergola or verandah, including an open-sided pergola or verandah to a dwelling with a finished floor level not more than 800mm above ground level and a maximum building height of 3 metres above ground level.
 - A deck, including a deck to a dwelling with a finished floor level not more than 800mm above ground level, if the deck is visible from a street (other than a lane) or public park

MORNINGTON PENINSULA PLANNING SCHEME

- Non-domestic disabled access, excluding a non-domestic disabled access ramp if the ramp is not visible from a street (other than a lane) or public park.
- An electric vehicle charging station if the charging station is visible from a street (other than a lane) or public park.
- Services normal to a building other than a dwelling or small second dwelling, including chimneys, flues, skylights, heating and cooling systems, hot water systems, security systems and cameras, downpipes, window shading devices, or similar, if the works are visible from a street (other than a lane) or public park.
- Externally alter a building by structural work, rendering, sandblasting or in any other way.
- Construct or display a sign.
- Externally paint a building if the schedule to this overlay specifies the heritage place as one where external paint controls apply.
- Externally paint an unpainted surface.
- Externally paint a building if the painting constitutes an advertisement.
- Internally alter a building if the schedule to this overlay specifies the heritage place as one where internal alteration controls apply.
- Carry out works, repairs and routine maintenance which change the appearance of a heritage place or which are not undertaken to the same details, specifications and materials.
- Remove, destroy or lop a tree if the schedule to this overlay specifies the heritage place as one where tree controls apply. This does not apply:
 - To any action which is necessary to keep the whole or any part of a tree clear of an electric line provided the action is carried out in accordance with a code of practice prepared under Section 86 of the *Electricity Safety Act 1998* .
 - If the tree presents an immediate risk of personal injury or damage to property.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<ul style="list-style-type: none"> ▪ Subdivide land to realign the common boundary between 2 lots where the area of either lot is reduced by less than 15 percent and the general direction of the common boundary does not change. ▪ Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> – The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. – An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision. ▪ Subdivide land into 2 lots if: <ul style="list-style-type: none"> – The construction of a building or the construction or carrying out of works on the land is approved under this scheme or by a permit issued under this scheme and the permit has not expired. – The construction or carrying out of the approved building or works on the land has started lawfully. 	<p>Clause 59.07</p>

Class of application**Information requirements and decision guidelines**

- The subdivision does not create a vacant lot.
- Demolish or remove an outbuilding (including a carport, garage, pergola, verandah, deck, shed or similar structure) unless the outbuilding is specified in the schedule to the Heritage Overlay.
- Demolish or remove a fence unless the fence is specified in the schedule to the Heritage Overlay.
- Externally alter a non-contributory building.
- External painting.
- Construct a fence.
- Construct a carport, garage, pergola, verandah, deck, shed or similar structure.
- Construct and install domestic services normal to a dwelling.
- Construct and install a non-domestic disabled access ramp.
- Construct a vehicle cross-over.
- Construct a domestic swimming pool or spa and associated mechanical equipment and safety fencing.
- Construct a rainwater tank.
- Construct or display a sign.
- Lop a tree.
- Construct or install a solar energy system attached to a dwelling or small second dwelling.
- Construct and install an electric vehicle charging station.
- Construct and install services normal to a building other than a dwelling or small second dwelling, including chimneys, flues, skylights, heating and cooling systems, hot water systems, security systems and cameras, downpipes, window shading devices, or similar.

43.01-2
21/11/2017
VC141

Places in the Victorian Heritage Register

A heritage place which is included in the Victorian Heritage Register is subject to the requirements of the *Heritage Act 2017*.

Permit requirement

A permit is required under this overlay to subdivide a heritage place which is included in the Victorian Heritage Register. This includes the subdivision or consolidation of land including any building or airspace.

Referral of applications

An application to subdivide a heritage place which is included in the Victorian Heritage Register must be referred to the relevant referral authority under Section 55 of the Act in accordance with Clause 66 of this scheme.

43.01-3
14/12/2023
VC253

No permit required

No permit is required under this overlay:

- For anything done in accordance with an incorporated plan specified in a schedule to this overlay.

- To internally alter a church for liturgical purposes if the responsible authority is satisfied that the alterations are required for liturgical purposes.
- For interments, burials and erection of monuments, re-use of graves, burial of cremated remains and exhumation of remains in accordance with the *Cemeteries and Crematoria Act 2003*.
- To develop a heritage place which is included in the Victorian Heritage Register, other than an application to subdivide a heritage place of which all or part is included in the Victorian Heritage Register.
- To construct a building or construct or carry out works for a small second dwelling if all the following requirements are met:
 - The building height must not exceed 5 metres.
 - The building must be finished using muted tones and colours.

43.01-4
14/12/2023
VC253

Exemption from notice and review

An application under this overlay for any of the following classes of development 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:

- Demolition or removal of an outbuilding (including a carport, garage, pergola, verandah, deck, shed or similar structure) unless the outbuilding is specified in the schedule to this overlay.
- Demolition or removal of a fence unless the fence is specified in the schedule to this overlay.
- External alteration of a building.
- External painting.
- Construction of a fence.
- Construction of a carport, garage, pergola, verandah, deck, shed or similar structure.
- Domestic services normal to a dwelling.
- Carry out works, repairs and routine maintenance.
- Internally alter a building.
- Non-domestic disabled access ramp.
- Construction of a vehicle cross-over.
- Construction of a domestic swimming pool or spa and associated mechanical equipment and safety fencing.
- Construction of a tennis court.
- Construction of a rainwater tank.
- Construction or display of a sign.
- Lopping of a tree.
- Construction of seating, picnic tables, drinking taps, barbeques, rubbish bins, security lighting, irrigation, drainage or underground infrastructure, bollards, telephone boxes.
- Roadworks.
- An electric vehicle charging station.
- Services normal to a building other than a dwelling or a small second dwelling, including chimneys, flues, skylights, heating and cooling systems, hot water systems, security systems and cameras, downpipes, window shading devices, or similar.

43.01-5
24/01/2020
VC160

Statements of significance

The schedule to this overlay must specify a statement of significance for each heritage place included in the schedule after the commencement of Amendment VC148. This does not apply to:

- A heritage place included in the schedule to this overlay by an amendment prepared or authorised by the Minister under section 8(1)(b) or section 8A(4) of the Act before or within three months after the commencement of Amendment VC148.
- A registered heritage place included in the Victorian Heritage Register established under Part 3 of the *Heritage Act 2017*.
- A heritage place included in the schedule to this overlay on an interim basis.

43.01-6
31/07/2018
VC148

Heritage design guidelines

The schedule to this overlay may specify heritage design guidelines for any heritage place included in the schedule. A heritage design guideline must not contain any mandatory requirements.

43.01-7
31/07/2018
VC148

Application requirements

An application must be accompanied by any information specified in the schedule to this overlay.

43.01-8
24/01/2020
VC160

Decision guidelines

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

- The Municipal Planning Strategy and the Planning Policy Framework.
- The significance of the heritage place and whether the proposal will adversely affect the natural or cultural significance of the place.
- Any applicable statement of significance (whether or not specified in the schedule to this overlay), heritage study and any applicable conservation policy.
- Any applicable heritage design guideline specified in the schedule to this overlay.
- Whether the location, bulk, form or appearance of the proposed building will adversely affect the significance of the heritage place.
- Whether the location, bulk, form and appearance of the proposed building is in keeping with the character and appearance of adjacent buildings and the heritage place.
- Whether the demolition, removal or external alteration will adversely affect the significance of the heritage place.
- Whether the proposed works will adversely affect the significance, character or appearance of the heritage place.
- Whether the proposed subdivision will adversely affect the significance of the heritage place.
- Whether the proposed subdivision may result in development which will adversely affect the significance, character or appearance of the heritage place.
- Whether the proposed sign will adversely affect the significance, character or appearance of the heritage place.
- Whether the lopping or development will adversely affect the health, appearance or significance of the tree.
- Whether the location, style, size, colour and materials of the proposed solar energy system will adversely affect the significance, character or appearance of the heritage place.

43.01-9

31/07/2018
VC148

Use of a heritage place

A permit may be granted to use a heritage place (including a heritage place which is included in the Victorian Heritage Register) for a use which would otherwise be prohibited if all of the following apply:

- The schedule to this overlay specifies the heritage place as one where prohibited uses may be permitted.
- The use will not adversely affect the significance of the heritage place.
- The benefits obtained from the use can be demonstrably applied towards the conservation of the heritage place.

Decision guidelines

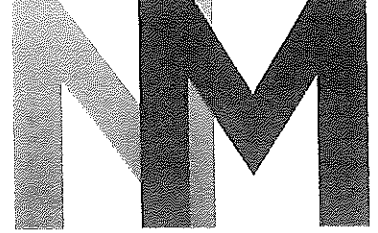
Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider the effect of the use on the amenity of the area.

43.01-10

31/07/2018
VC148

Aboriginal heritage places

A heritage place specified in the schedule to this overlay as an Aboriginal heritage place is also subject to the requirements of the *Aboriginal Heritage Act 2006* .



NELSON McDERMOTT

Application Number: 201900010

FORM 2

Building Act 1993
Building Regulations 2018 - Regulation 37(1)

Building Permit No. BS-L 34264/20190169/0
20 February 2019

Issue to

Agent of Owner **Craig Munro**
Postal Address **136 Bungower Rd SOMERVILLE** Postcode **3912**
Email **munroc69a@bigpond.com**
Address for serving or giving of documents: **136 Bungower Rd SOMERVILLE** Postcode **3912**
Contact Person **Craig Munro** Telephone **0410 407 213**

Ownership Details

Owner **Craig Munro**
Postal Address **136 Bungower Rd SOMERVILLE** Postcode **3912**
Email **munroc69a@bigpond.com**
Contact Person **Craig Munro** Telephone **0410 407 213**

Property Details

Number **136** Street **Bungower Rd** Suburb **SOMERVILLE** Postcode **3912**
Lot/s **1** LP/PS **145390** Volume **09558** Folio **186**
Crown allotment **Section** Parish County
Municipal District **Mornington Peninsula Shire Council**

Builder

Name **Craig Munro** Telephone **0410 407 213**
Address **136 Bungower Rd SOMERVILLE** Postcode **3912**

This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit.

Details of Building Practitioners and Architects

a) To be engaged in the building work³

Name	Category/class	Registration Number
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(b) Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
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Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **N/A**
Insurance policy number : **N/A**
Insurance policy date : **N/A**

Details of Relevant Planning PermitPlanning Permit #: **N/A**Date of grant of Planning Permit: **N/A****Nature of Building Work**

Decking

Storeys contains: **0**

Rise in storeys:

Effective height:

Type of construction:

Version of BCA applicable to permit: **2016**Cost of Building Work: **\$10,000.00**Total floor area of new building work in m²: **0****Conditions and required Certificates**

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

BCA ClassPart of Building: **Deck & Pergola**Class: **10a****Protection Work**

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

Inspection Requirements³

The mandatory inspection notification stages are:

1. Stump Holes
2. Sub-floor Frame
3. Frame
4. Final

Occupation or User of Building: A certificate of final inspection is required prior to the occupation or use of this building

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 20 February 2020

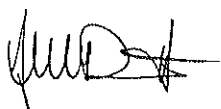
If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 20 February 2021

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.

Relevant Building SurveyorName: **Arron McDermott**Address: **Tenancy 105 80 Monash Drive, Dandenong South VIC 3175**Email: **admin@nelsonmcdermott.com.au**Building practitioner registration no.: **BS-L 34264**Municipal District: **Mornington Peninsula Shire Council**Permit no.: **BS-L 34264/20190169/0**Date of issue of permit: **20/02/2019**

Signature :

**Notes**

Note 1 Under Regulation 318 an owner of a building of 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

Application Number: 201900010

Form 17
Regulation 200
Building Act 1993
Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property Details

Number: 136	Street/Road: Bungower Rd	Suburb: SOMERVILLE	Postcode: 3912
Lot/s: 1	LP/PS: 145390	Volume: 09558	Folio: 186
Crown allotment:	Section: No	Parish:	County:
Municipal District: Mornington Peninsula Shire Council			

Building permit details

Building permit number: **BS-L 34264/20190169/0**
Version of BCA applicable to building permit: **2016**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Deck & Pergola	Deck & Pergola	10a

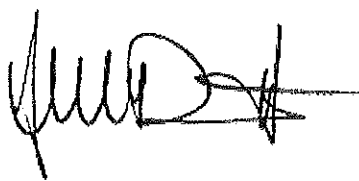
Maintenance determination

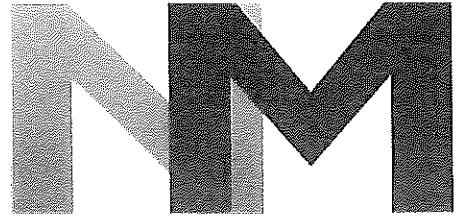
A maintenance determination is **not** required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Relevant building surveyor

Name:	Arron McDermott
Address:	Tenancy 105 80 Monash Drive, Dandenong South VIC 3175
Email:	arron@nelsonmcdermott.com.au
Building practitioner registration no.:	BS-L 34264
Municipal district name:	Mornington Peninsula Shire Council
Certificate no.	BS-L 34264/20190169/0
Date of issue:	11 April 2019
Date of final inspection	5 April 2019
Signature:	



NELSON McDERMOTT

FORM 2

Building Act 1993
Building Regulations 2018

Regulation 37(1)

BUILDING PERMIT

Building Permit Number BS-L 34264/20181644/0

Issued to: Cary Rowbotham
Narellan Pools-Port Phillip
Postal address: 8 Kenji Street, MORNINGTON VIC 3931
Contact phone number: 03 5973 4936 Mob: 0414 619 314 Email: admin@narellanpoolspp.com.au

Ownership details: Anthea Allsep & Craig Munro
136 Bungower Rd, SOMERVILLE VIC 3912
0410 407 213 Mob: Email: munroc69a@bigpond.com

Property details

136 Bungower Rd, SOMERVILLE 3912

Lot 1 LP/PS 145390 Volume 09558 Folio 186
Parish County Shire Mornington Peninsula Shire Council

Builder: Cary Rowbotham
Narellan Pools-Port Phillip
Postal address: 7 Seaview Rd FRANKSTON SOUTH VIC 3199
Contact phone number: 03 9787 4257 Mob: 0414 619 314 Email: admin@narellanpoolspp.com.au

Details of Building Practitioners and Architects (who were engaged to prepare documents forming part of the application for this permit ⁴)

Type	Reg.num	Name	Company
Builder	DB-L 22171	Cary Rowbotham	Narellan Pools-Port Phillip
Civil Engineer	EC-24162	Robert Showers	Showers Engineering Pty Ltd

Insurance Provider: VMIA
Policy: C300273 **Date:** 01/11/2018

Planning Permit: N/A **Date:**

Nature of Work

Swimming pool & associated pool barrier

Stage of building work permitted All
Cost of Building work \$53,450
Total floor area of new building work 35 m²
Version of BCA Applicable to Permit NCC 2016

Building Classification

<i>BCA Classification</i>	<i>Nature of Works</i>	<i>Part of Building</i>
10b - Swimming pool	New Building	ALL

Performance Solutions

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

<i>Relevant performance requirement</i>	<i>Details of performance solution</i>
NIL	

Building Appeals Board determinations

The following determinations and orders of the Building Appeals Board (the **BAB**) relate to the building work to which this permit applies:

<i>Date of determination or order</i>	<i>Determination or order</i>	<i>Section of the Building Act 1993 under which application to BAB made</i>
NIL		

Prescribed reporting authorities

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

<i>Prescribed reporting authority</i>	<i>Matter reported on</i>	<i>Regulation</i>
NIL		

Protection work

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

Inspection Requirements

TYPE:

- Swimming Pool Excavation/Temporary Fencing
- Swimming Pool- Bond Beam
- Final - Swimming pool & associated barrier

Occupation or use of building

A Certificate of Final Inspection (Form 17) is required prior to the occupation or use of this building.

Commencement and Completion

This building work must commence by: 30/11/2019

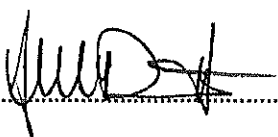
If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by: 6 months from commencement of works

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.

Relevant Building Surveyor:

Name: Arron McDermott
 Registration Number: BS-L 34264
 Company: Nelson McDermott Pty Ltd:
 Date of Issue: 30/11/2018
 Permit Number: 20181644

Signature: 



NELSON McDERMOTT

Application Number: 201801587

Form 17
Regulation 200
Building Act 1993
Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property Details

Number: **136** Street/Road: **Bungower Rd** Suburb: **SOMERVILLE** Postcode: **3912**
Lot/s: **1** LP/PS: **145390** Volume: **09558** Folio: **186**
Crown allotment: Section: **No** Parish: County:
Municipal District: **Mornington Peninsula Shire Council**

Building permit details

Building permit number: **BS-L 34264/20181644/0**
Version of BCA applicable to building permit: **2016**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
ALL	Swimming Pool & Associated Barrier	10b - Fence, mast or antenna, wall, swimming pool

Maintenance determination

A maintenance determination is **not required** to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Relevant building surveyor

Name: **Arron McDermott**
Address: **Tenancy 105 80 Monash Drive, Dandenong South VIC 3175**
Email: **arron@nelsonmcdermott.com.au**
Building practitioner registration no.: **BS-L 34264**
Municipal district name: **Mornington Peninsula Shire Council**
Certificate no. **BS-L 34264/20181644/0**
Date of issue: **10 April 2019**
Date of final inspection **8 April 2019**
Signature:

Office

Tenancy 105
80 Monash Drive,
Dandenong South VIC 3175

Postal Address
PO Box 419
Hampton Park VIC 3976

Phone: 1300 799 543
Fax: 03 99 23 2759
ABN 15844 704 596

www.nelsonmcdermott.com.au

Special conditions

Swimming pool safety barrier is to be in strict accordance with Australian Standard 1926.1 and approved by this office, prior to the pool being filled with water.

If pool requires filling for installation, temporary fencing shall be erected, in strict accordance with Australian Standard 1926.1 and approved by this office, and remain in place until such a time that this office has approved the permanent barrier.

It is the builders responsibility to ensure the siting of the swimming pool is exactly as per the approved site plan.

It is the builders responsibility to ensure the swimming pool is installed as per the approved engineers details and design.

The Owner, Builder or person in charge of building work is to notify the Relevant Building Surveyor that construction of the pool and associated barrier has commenced. This date is to be forwarded to the Relevant Building Surveyor without delay.

Notes:

- Note 1. Under Regulation 41 the person in charge of carrying out the 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, specifications and documents are available for inspection at the allotment while the building work 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 and the number and the date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies.
- Note 2. 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.
- Note 3. Include building practitioners with continuing involvement in the building work.
- Note 4. Include only building practitioners with no further involvement in the building work.
- Note 5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000.00) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

Domestic Building Insurance

Certificate of Insurance

Anthea Allsep, Craig Munro

**136 Bungower Rd
SOMERVILLE
VIC 3912**

Policy Number:

C300273

Policy Inception Date:

01/11/2018

Builder Account Number:

007911

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: **C05: Swimming Pools**

At the property: **136 Bungower Rd SOMERVILLE VIC 3912 Australia**

Carried out by the builder: **ROWVIC INVESTMENTS PTY LTD**

Builder ACN: **100756303**

! 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): **Anthea Allsep, Craig Munro**

Pursuant to a domestic building contract dated: **23/10/2018**

For the contract price of: **\$ 53,450.00**

Type of Cover: **Cover is only provided if ROWVIC INVESTMENTS 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

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.

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.

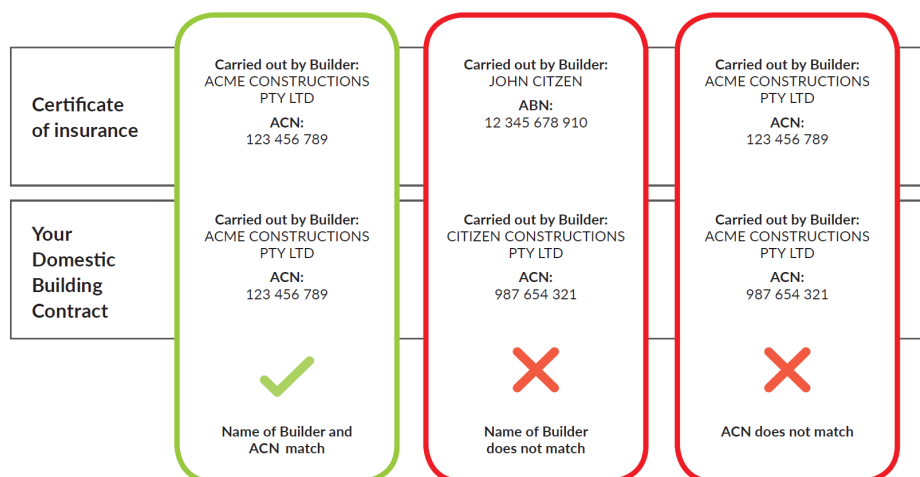
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$505.00
GST:	\$50.50
Stamp Duty:	\$55.55
Total:	\$611.05

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



SP00252/20
13 September 2024



MORNINGTON
PENINSULA
Shire

Douglas G Munro, Mary A Munro, Craig D G Munro,
Anthea L Allsep
136 Bungower Road
SOMERVILLE VIC 3912

Dear Douglas G Munro, Mary A Munro, Craig D G Munro,
Anthea L Allsep,

CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE SUBMITTED
RE: 136 Bungower Road SOMERVILLE VIC 3912 – SP00252/20

Pursuant to Building Regulation 147V, I am writing to acknowledge the submission of your Form 23 – Certificate of Pool and Spa Barrier Compliance (Certificate of Compliance) lodged with Council.

The next Certificate of Compliance is due to be lodged with Council no later than **21 August 2027**. Please note that the next Certificate of Compliance must be no older than 30 days at the time of lodgement and be accompanied by the applicable fee. Important information with respect to your next barrier inspection is shown below:

Important information for your inspector relevant to your next inspection at: 136 Bungower Road SOMERVILLE VIC 3912		
Structure Type:	Construction date of pool/spa:	Applicable barrier standard:
Swimming Pool	30 November 2018	AS1926.1 - 2012

To submit your next Certificate of Compliance, please visit our website or scan the **QR Code** below which will take you directly to our online lodgement portal where you can attach your certificate and pay the lodgement fee (\$21.90*).

If you do not have access to the internet, you can pay over the phone and post your Certificate of Compliance. You must include a covering letter with your receipt number. Call 1300 850 600 for more information.

It is your responsibility as the swimming pool/spa owner to undertake regular assessments of the safety barrier to ensure that continual compliance is achieved. Please be aware that penalties do apply for non-compliance.

Should any alterations other than minor maintenance works be undertaken to the safety barrier, a building permit must be obtained prior to the works being carried out.

Under Section 144(2) of the Act, an owner may appeal to the Building Appeals Board against a determination by Council, of the date of construction of the swimming pool or spa within 30 days after the owner receives the determination.

Should you require further assistance, please visit Council's website www.mornpen.vic.gov.au or call the Statutory Building Unit on 5950 1060. Charges may apply for additional printed copies of this information.

*Adjusted each financial year

Contact the Mornington Peninsula Shire

☎ 1300 850 600
🌐 mornpen.vic.gov.au
✉ customerservice@mornpen.vic.gov.au

By post: Private Bag 1000
90 Besgrove Street, Rosebud VIC 3939
ABN: 53 159 890 143



MORNINGTON
PENINSULA
Shire

Yours faithfully,

Mathew Hopwood-Glover
Municipal Building Surveyor
Mornington Peninsula Shire Council



Submit Certificate of
Compliance to Council

Contact the Mornington Peninsula Shire

☎ 1300 850 600
🌐 mornpen.vic.gov.au
✉ customerservice@mornpen.vic.gov.au

By post: Private Bag 1000,
90 Besgrove Street, Rosebud VIC 3939
ABN: 53 159 890 143



All correspondence to:

P.O. Box 139, Somerville 3912

Address:

6D Eramosa Road East, Somerville 3912

Email us at:

admin@walshconveyancing.com.au

Phone: 03 5977 5111

