

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

Contract of Sale of Real Estate*

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

Property address **8 ALAN GEORGE TERRACE, SOMERVILLE VIC 3912**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../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)

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: Damian Christopher Martin

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Particulars of sale

Vendor's estate agent

Name:	O'Brien Real Estate			
Address:	Shop 3, 1065 Frankston Flinders Road, Somerville VIC 3912			
Email:	shelly.brown@obrienrealestate.com.au			
Tel:	59778877	Mob: 0431188166	Fax: 03 5977 8010	Ref: Shelly Brown

Vendor

Name:	Damian Christopher Martin
Address:	8 Alan George Terrace, Somerville VIC 3912

Vendor's legal practitioner or conveyancer

Name:	SP Conveyancing Victoria Pty Ltd		
Address:	Suite 2, 76 Station Street, Somerville VIC 3912		
Email:	spc05@spconveyancing.com.au		
Tel:	03 5977 5156	Fax: 03 5977 5999	Ref: JC:24301

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12103 Folio 052	164	PS 827012H

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 8 Alan George Terrace, Somerville VIC 3912

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

All fixtures and fittings of a permanent nature as inspected

Payment (general condition 11)

Price \$

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

Balance \$ payable at settlement

GST (general condition 13)

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

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

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

Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

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

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

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

*residential tenancy agreement for a fixed term ending on _____

OR

*periodic residential tenancy agreement determinable by notice

OR

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

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount:

Approval date:

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

Special Conditions

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

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

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

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

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

Special condition 2 – Acceptance of title

General condition 12.4 is added:

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

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

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

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

Special condition 4 – Adjustments

General condition 15.3 is added:

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

Special condition 5 - Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 5A – GST withholding

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

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act*

1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

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

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

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

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

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

Special condition 8 – Electronic conveyancing

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

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.



Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) “deposit bond” means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) “issuer” means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor’s estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor’s legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.



Special condition 10 – Bank guarantee

- 10.1 In this special condition:
- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor’s legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor’s legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

Special condition 11 – Building report

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

Special condition 12 – Pest report

- 12.1 The purchaser may end this contract within () days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor’s legal practitioner, conveyancer or estate agent even if the estate agent’s authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

Special condition 13 – Condition of Property

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

Special condition 14 – Stamp Duty

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

Name _____ %

Name _____ %

Total 100 %

Special condition 15 –Purchasers Acknowledgements

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

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

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

Special condition 16 – Covid-19 conditions

- 16.1 The Vendor and Purchaser acknowledge and agree that in the event prior to the agreed Settlement date, either party:
- (a) Contracts Covid 19 or is placed in quarantine or directed to be placed in quarantine or self isolates by direction of a Relevant Authority;
 - (b) Is responsible for the care of an immediate member of their household who is directly affected by condition a above;
 - (c) is a Vendor who must remain in the property as a direct result of the above conditions then the Vendors or the Purchasers ability to settle under this Contract by the Settlement Date being the consequence of that isolation or quarantine, the effected party may extend Settlement of the matter to a date equivalent to the period of isolation/quarantine required by the relevant authority.
- 16.2 The rights of the Vendor and Purchaser to extend the Settlement Date in accordance with special condition 14.1 are subject to the following conditions:
- (a) the affected party must notify the other party by notice in writing as soon as reasonably practicable upon becoming aware of the Covid-19 affectation prior to the settlement date.
 - (b) The affected party must provide reasonable evidence of the Covid-19 event to the other party or their representative.
 - (c) In the case of a Vendor having to remain in the property as a result of the Covid-19 event, the Vendor must
 1. Employ a cleaning contractor approved by the Purchaser to clean and disinfect the property or
 2. Pay to the Purchaser or provide an adjustment in favour of the Purchaser in the sum of \$500.00.
-

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

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

- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

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

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

Money

10. SETTLEMENT

10.1 At settlement:

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

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

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

11. PAYMENT

11.1 The purchaser must pay the deposit:

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

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

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

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

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

11.4 At settlement, payments may be made or tendered:

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

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

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

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

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

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

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

13. GST

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

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

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

14. LOAN

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

15. ADJUSTMENTS

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

Transactional

16. TIME

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

17. SERVICE

17.1 Any document sent by—

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

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

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

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

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

costs payable under the contract; and

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

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

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

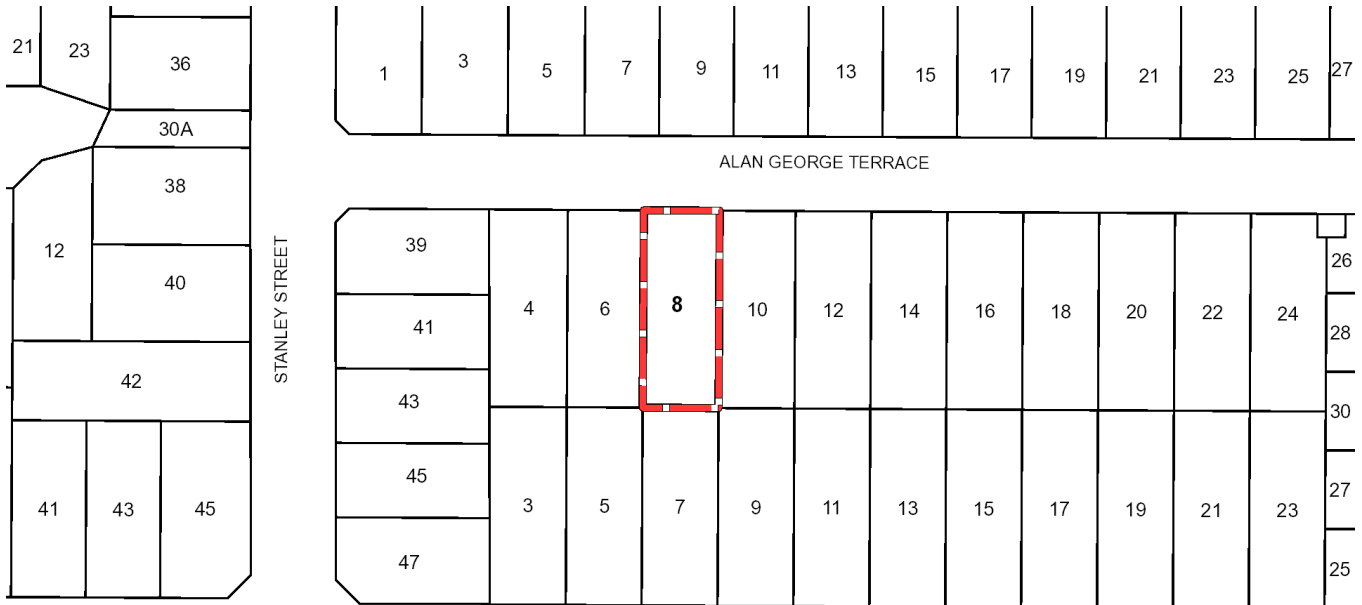
28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.



VENDORS STATEMENT

Vendor: D C Martin

Property: 8 Alan George Terrace, Somerville



DX 91210 Somerville

PO Box 324 Somerville 3912

Email spc05@bigpond.net.au

Suite 2/76 Station Street Somerville



VENDORS STATEMENT

Vendor: **Damian Christopher Martin**

Property: **8 Alan George Terrace, Somerville VIC 3912**

Land being sold - That part of the land which is presently fenced and/or occupied by the Seller and contained within the land described in Certificate of Title
VOLUME 12103 FOLIO 052

1. FINANCIAL MATTERS

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

- (a) Council Rates Notice and South East Water Certificate attached for outgoings
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge which are not included in the above amount.
- (c) Particulars of any charge (where registered or not) over the land imposed by or under an Act to secure an amount due under the Act, including the amount owing under the charge are as follows -
NOT APPLICABLE
Special Condition
The Purchaser agrees to pay any Windfall Gains Tax or any other Tax or imposition that is imposed on the land at any time that does not relate specifically to periodic outgoings

INSURANCE

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

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

- 2. LAND USE RESTRICTIONS** Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)
 - 2.1 **Easements** affecting the property – **None affecting**
 - 2.2 **Covenants** affecting the property – **Set out MCP AA5389 attached hereto**
 - 2.3 **Leases** affecting the property - **None affecting**
 - 2.4 **Other restrictions affecting the property**–**Set out in the documents attached hereto (if any)**

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

None to the knowledge of the Vendor

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

3. PLANNING & ROAD ACCESS

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

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

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

There is access to the property road.

4. BUSHFIRE – PRONE AREA

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

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

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

None to the Vendors knowledge.

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

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

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

6. BUILDING APPROVALS

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

SEE ATTACHED

7. **SERVICES** Information concerning supply of following:

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

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

The Water supply and Sewerage services connected to the land are of the standard level available in the locality unless specified otherwise.

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

8. **OWNERS CORPORATION** – None affecting

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

- 8.1 A current Owners Corporation Certificate issued in respect of the land being sold;
- 8.2 The Owners Corporation Rules;
- 8.3 The Minutes of the most recent annual general meeting of the owners corporation and all resolutions made at that meeting;
- 8.4 The most recent accounts and balance sheet of the owners corporation and
- 8.5 A Statement of advice and information for prospective purchasers and lot owners.

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

9. **TITLE**

Copy Register Search Statement attached.

10. **SUBDIVISION** - Registered, copy attached

DATE OF THIS STATEMENT

2024

Signature of Vendor _____

DATE OF ACKNOWLEDGMENT

2024

Signature of Purchaser _____

ATTACHMENTS – as applicable

Title Register Search Statement

A copy of the Plans of the Land

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

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

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

Staged Subdivision (unregistered)

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

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

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

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

Further Plan of Subdivision

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

Tenancy

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

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

~~Bushfire Prone Area Report~~

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

Buildings

~~Occupancy Permit~~

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

Owners Corporation or Service Company

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 12103 FOLIO 052

Security no : 124118328419G
Produced 17/09/2024 03:50 PM

LAND DESCRIPTION

Lot 164 on Plan of Subdivision 827012H.
PARENT TITLE Volume 11629 Folio 564
Created by instrument PS827012H 29/07/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DAMIAN CHRISTOPHER MARTIN of 81 LOWER SOMERVILLE ROAD BAXTER VIC 3911
AS433644K 13/08/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS433645H 13/08/2019
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT AS433644K 13/08/2019

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

DIAGRAM LOCATION

SEE PS827012H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 8 ALAN GEORGE TERRACE SOMERVILLE VIC 3912

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 13/08/2019

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS827012H
Number of Pages (excluding this cover sheet)	2
Document Assembled	17/09/2024 15:50

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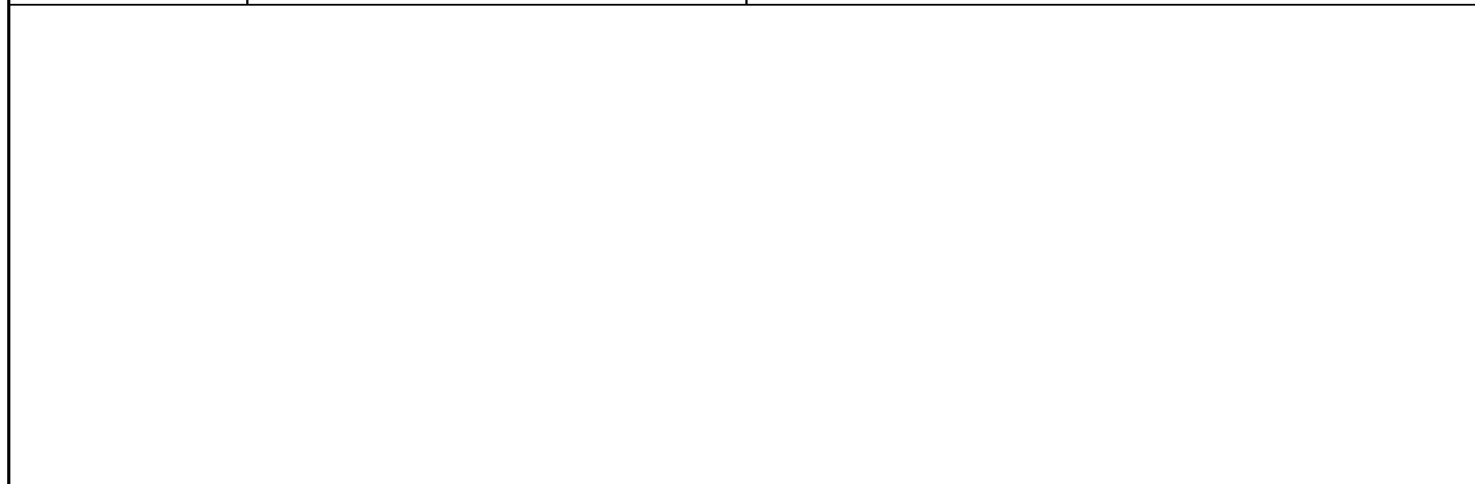
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PLAN OF SUBDIVISION	EDITION 1	PS 827012H
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<p>LOCATION OF LAND</p> <p>PARISH: TYABB</p> <p>TOWNSHIP: ---</p> <p>SECTION: ---</p> <p>CROWN ALLOTMENT: 18 (PART)</p> <p>CROWN PORTION: ---</p> <p>TITLE REFERENCES: VOL 11629 FOL 564</p> <p>LAST PLAN REFERENCE: PS 715101J, LOT B</p> <p>POSTAL ADDRESS: 3 ALAN GEORGE TERRACE (AT TIME OF SUBDIVISION) SOMERVILLE 3912</p> <p>MGA 94 CO-ORDINATES: E 341 390 ZONE: 55 (OF APPROX. CENTRE OF PLAN) N 5 767 300 GDA 94</p>	<p>Council Name: Mornington Peninsula Shire Council</p> <p>Council Reference Number: S18/5383 Planning Permit Reference: P02/0648 SPEAR Reference Number: S133736V</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Statement of Compliance</p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Bethany Hughes for Mornington Peninsula Shire Council on 23/07/2019</p>
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VESTING OF ROADS OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	DEPTH LIMITATION - DOES NOT APPLY LOTS 1 TO 133 (BOTH INCLUSIVE) ARE NOT SHOWN ON THIS PLAN. THIS IS NOT A STAGED SUBDIVISION. THIS PLAN IS BASED ON SURVEY IN PS 715101J
ROAD R1 RESERVE No. 1 RESERVE No. 2	MORNINGTON PENINSULA SHIRE COUNCIL MORNINGTON PENINSULA SHIRE COUNCIL UNITED ENERGY DISTRIBUTION PTY. LTD.	



EASEMENT INFORMATION

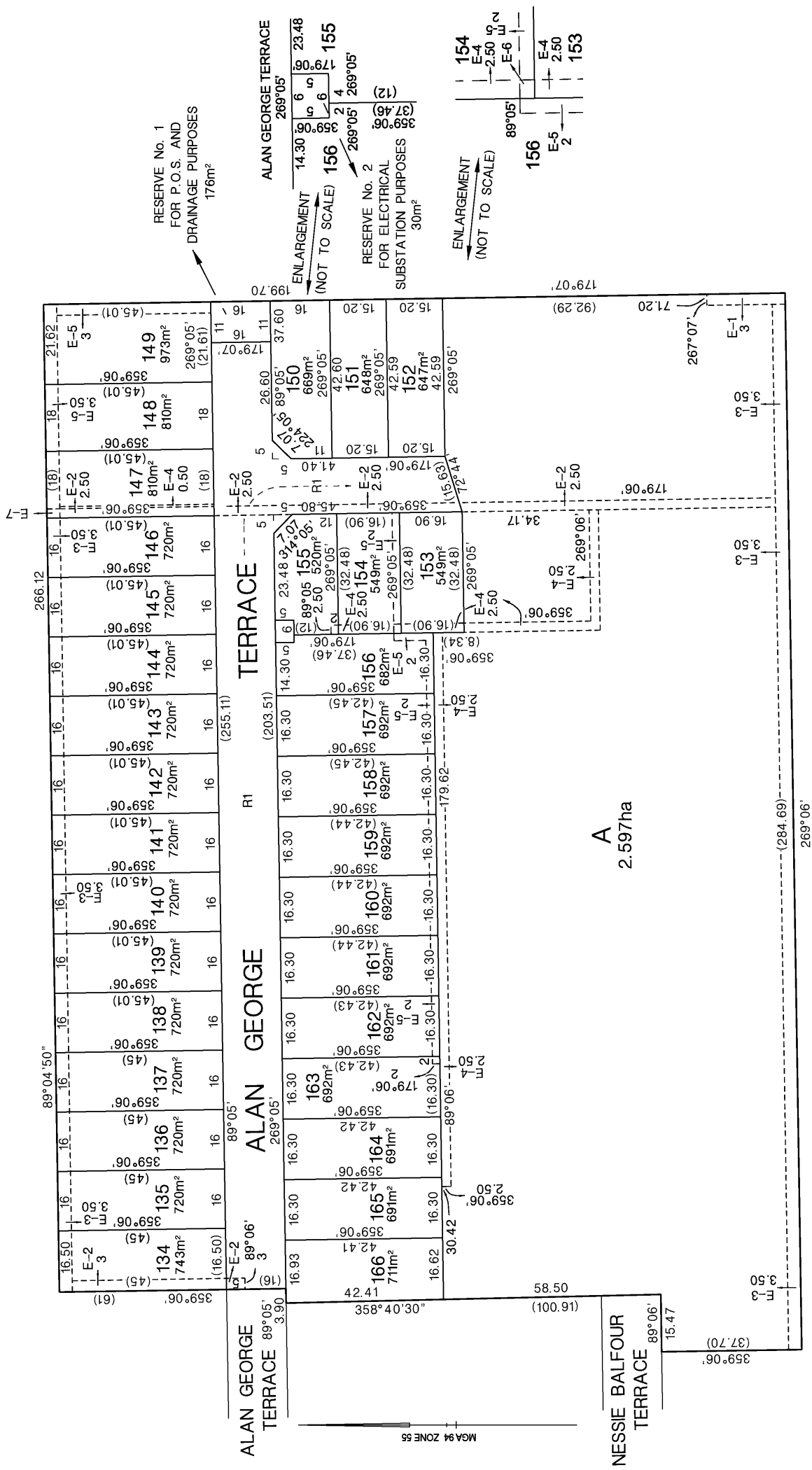
A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)


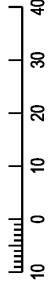
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
E-1	SEWERAGE	SEE PLAN	X867874R	SOUTH EAST WATER LIMITED
E-2, E-3, E7	SEWERAGE	SEE PLAN	PS 715101J	SOUTH EAST WATER CORPORATION
E-3	DRAINAGE	SEE PLAN	PS 715101J	MORNINGTON PENINSULA SHIRE COUNCIL
E4, E-6	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION
E-5, E-6, E-7	DRAINAGE	SEE PLAN	THIS PLAN	MORNINGTON PENINSULA SHIRE COUNCIL

<p>Speedie Development Consultants Pty. Ltd. SURVEYORS, ENGINEERS, PLANNERS AND DEVELOPMENT CONSULTANTS 55 Marine Parade Hastings Vic 3915 (03) 5979 5000 reception@speedies.com.au</p>	SURVEYORS REF: 7333AS5 V12	CHKD: AML	ORIGINAL SHEET SIZE A3	SHEET 1 OF 2 SHEETS
	Digitally signed by: andrew michael lovelock, Licensed Surveyor, Surveyor's Plan Version (12), 04/06/2019, SPEAR Ref: S133736V		PLAN REGISTERED TIME: 5.34pm DATE: 29/07/2019 F CAMPBELL Assistant Registrar of Titles	

PS 827012H

PLAN OF SUBDIVISION



 <p>Speedie Development Consultants Pty. Ltd. SURVEYORS, ENGINEERS, PLANNERS AND DEVELOPMENT CONSULTANTS 55 Marine Parade Hastings Vic. 3915 (03) 5978 5000 reception@speedies.com.au</p>	<p>SCALE 1:1000</p>  <p>LENGTHS ARE IN METRES</p>	<p>SURVEYORS REF: 733SAS V12</p>	<p>CHKD: AML</p>	<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 2</p>
	<p>Digitally signed by: andrew michael levelock, Licensed Surveyor, Surveyor's Plan Version (12), 04/06/2019, SPEAR ref: S133736V</p> <p>Digitally signed by: Mornington Peninsula Shire Council, 23/07/2019, SPEAR Ref: S133736V</p>				



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 17/09/2024 03:50:29 PM

Status	Registered	Dealing Number	AS433644K
Date and Time Lodged	13/08/2019 11:06:09 AM		

Lodger Details

Lodger Code	16165A
Name	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
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Privacy Collection Statement

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

Land Title Reference

12103/052

Transferor(s)

Given Name(s)	ANGELINA
Family Name	CURRY
Given Name(s)	RONALD ALAN
Family Name	CURRY

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 485000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	DAMIAN CHRISTOPHER
Family Name	MARTIN
Address	



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Street Number	81
Street Name	LOWER SOMERVILLE
Street Type	ROAD
Locality	BAXTER
State	VIC
Postcode	3911

Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land	the Land
Benefited land	MCP: AA5389
Restrictive covenant	MCP: AA5389
Expiry Date	

Duty Transaction ID

4640472

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

Executed on behalf of	DAMIAN CHRISTOPHER MARTIN
Signer Name	JANICE COCARD
Signer Organisation	SOUTHERN PENINSULA CONVEYANCING
Signer Role	CONVEYANCING PRACTICE
Execution Date	13 AUGUST 2019



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

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

Executed on behalf of	RONALD ALAN CURRY ANGELINA CURRY
Signer Name	KATRINA WILMOT
Signer Organisation	DINGLEY CONVEYANCING SERVICES PTY LTD
Signer Role	LAW PRACTICE
Execution Date	13 AUGUST 2019

File Notes:

NIL

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

Statement End.



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Document Type	Instrument
Document Identification	AA5389
Number of Pages (excluding this cover sheet)	1
Document Assembled	18/09/2024 17:15

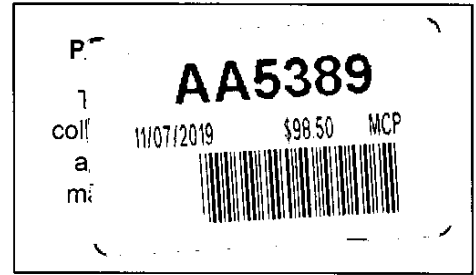
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Memorandum of common provisions

Section 91A Transfer of Land Act 1958



Lodged by	
Name:	Dingley Conveyancing Services
Phone:	9558 0840
Address:	117 Centre Dandenong Road Dingley Village
Reference:	D180171
Customer code:	2202A

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

Provisions:

The Transferee for itself and its successors and transferees hereby covenants with the Transferor and its successors and transferees the registered proprietor or proprietors for the time being of each allotment (but excluding the land hereby transferred) on Plan of Subdivision No. 827012H and each and every part thereof that it shall not without the previous consent in writing of the Transferor:-

- 1 Erect or cause or suffer to be erected or re-erected on the land any building or part of a building which has been previously erected in another location nor use any secondhand building material in the construction of any building on the land.

- 2 Erect or cause or suffer to be erected on the land any building other than one private dwelling house with usual outbuildings and such dwelling house shall have a floor area of not less than 160 square metres unless a permit is obtained from the Mornington Peninsula Shire Council to erect two dwellings, the total combined area shall not be less than 260 square metres, within the outer walls thereof, calculated by excluding the area of all eaves, carports, pergolas, verandahs and garages and not be roofed with any material other than non-reflective colorbond steel, clay tiles, cement tiles or slate tiles.

AND IT IS HEREBY AGREED that the benefit of the foregoing covenants and each of them shall be attached to and run at law and in equity with the land comprised in the lots aforementioned (except the land hereby transferred) and that the burden thereof shall be annexed to and run at law and in equity with the land hereby transferred.

35271702A

V3

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

91ATLA

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1069838

APPLICANT'S NAME & ADDRESS

SP CONVEYANCING VICTORIA PTY LTD C/- LANDATA
DOCKLANDS

VENDOR

MARTIN, DAMIAN

PURCHASER

MARTIN, DAMIAN

REFERENCE

24301 Martin

This certificate is issued for:

LOT 164 PLAN PS827012 ALSO KNOWN AS 8 ALAN GEORGE TERRACE SOMERVILLE
MORNINGTON PENINSULA SHIRE

The land is covered by the:

MORNINGTON PENINSULA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 - 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/>

17 September 2024

Sonya Kilkeny
Minister for Planning

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

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

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

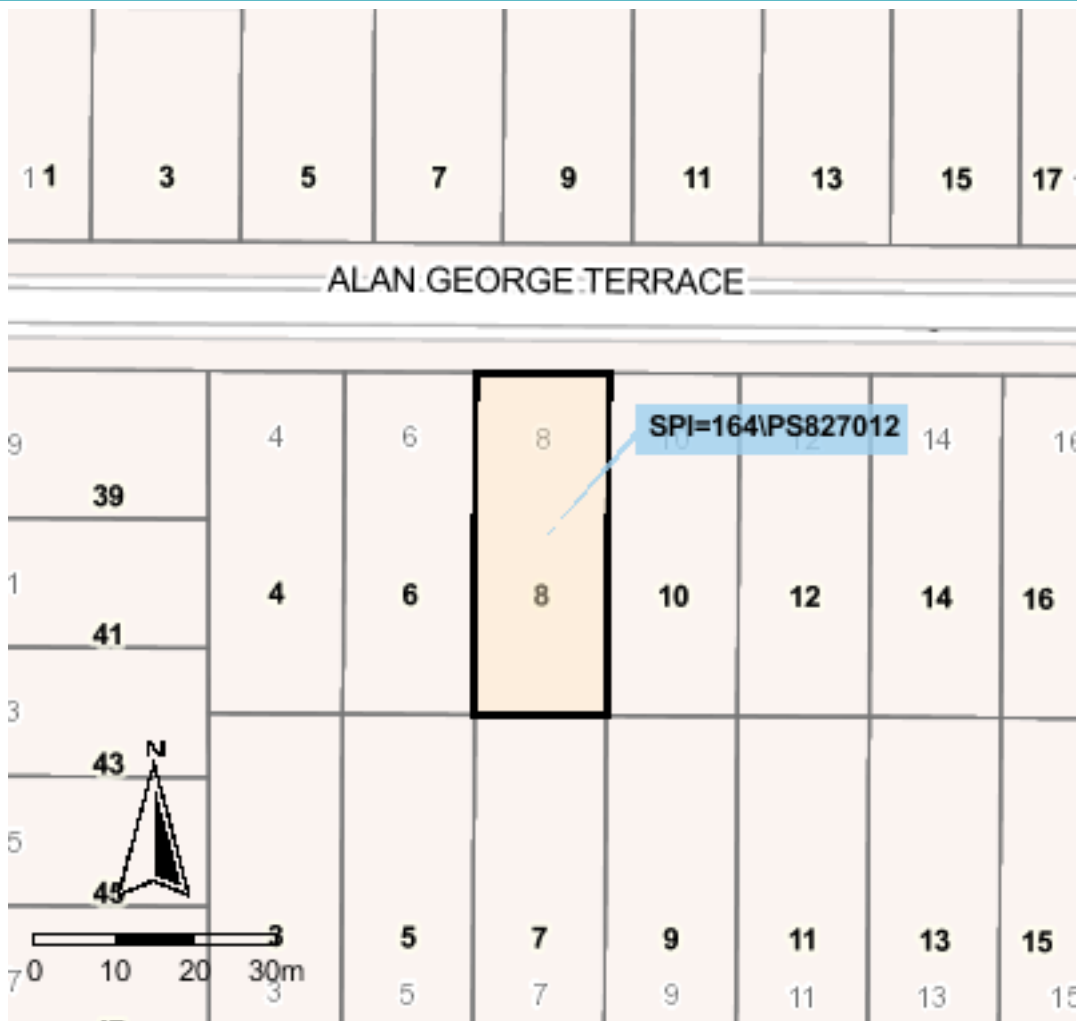
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.

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

RN
2024

ABN 53 159 890 143

For general enquiries, call us or visit our website

📞 mornpen.vic.gov.au

☎ 1300 850 600 (local call, fees apply)



032-3912 (3877)

D C Martin
8 Alan George Terrace
SOMERVILLE VIC 3912

2024-25 Rates and Valuation Notice



MORNINGTON
PENINSULA
Shire

Property details

8 Alan George Terrace SOMERVILLE VIC 3912
Lot 164 PS 827012 Vol 12103 Fol 052

Site Value:

\$500,000

Capital improved value

\$1,080,000

Net annual value

\$54,000

AVPCC

110 - Residential

Financial details

Green Waste Bin		\$156.00
Residential Improved Rate	0.0013230 x CIV	\$1,428.80
Waste Service Charge		\$406.00

Total Shire rates and charges **\$1,990.80**

Fire Service Levy Residential Fixed		\$132.00
Fire Service Levy Residential Variable	0.000087 x CIV	\$93.95

Total State Government Fire Levy **\$225.95**

Balance due **\$2,216.75**

Property number

148571

Total amount due

\$2,216.75

Arrears (due immediately)

\$0.00

Current payable

\$2,216.75 Due 17/02/2025

Instalments

1st	\$554.15	Due 30/09/2024
2nd	\$554.20	Due 02/12/2024
3rd	\$554.20	Due 28/02/2025
4th	\$554.20	Due 02/06/2025

Key dates

Date of Issue 19/08/2024

Date of declaration 28/05/2024

Date of valuation 01/01/2024

ezyBILL Get your rates
notice via email.

📧 mornpen.ezybill.com.au

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

Property owners:

D C Martin

Scan to pay

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



New

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



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

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



Post
Billpay

Billpay code: 3064
Ref no: 1485711



Billcode: 20537
Ref no: 4001485711

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

BPAY® this payment via Internet or
phone banking.



*3064 1485711



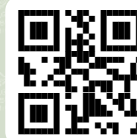
2024-25
waste voucher
Non-transferable.
Expiry: 30/09/2025
MOR24HT19000624681



2024-25
waste voucher
Non-transferable.
Expiry: 30/09/2025
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2024-25
waste voucher
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Expiry: 30/09/2025
MOR24HT19000624681



2024-25
waste voucher
Non-transferable.
Expiry: 30/09/2025
MOR24HT19000624681

Objection to valuation

Ratepayers have a right under Section 17 of the *Valuation of Land Act 1960* to object to the valuation of their property on a number of specific grounds. Objections must be lodged on the prescribed form within 2 months from date of issue of annual or subsequent supplementary rate notice. The prescribed form is available from

📞 ratingvaluationobjections.vic.gov.au

The ratepayer is still required to pay the Rates, Charges and State Fire Services Property Levy as originally levied. State Revenue Office uses the Shire's Site Valuation indicated on this notice for the purpose of assessing land tax.

Definitions

- Site Value (SV) – Is the value of the unimproved land.
- Capital Improved Value (CIV) – Is the total unencumbered value of the property including land.
- Net Annual Value (NAV) – Represents the reasonable annual rental of a property. Legislation requires that the NAV be a minimum 5% of the CIV.

What is an AVPCC?

An AVPCC is an Australia Valuation Property Classification Code. An AVPCC is allocated to each property by the council's valuer according to the use of the land – e.g. house, shop, cattle grazing. The AVPCC is used to determine the land use classification.

Payment of Rates and Charges

Council rates and charges must be paid as a lump sum by **17 February 2025** or by the due dates of the 4 instalments (as noted on the front of the notice) or you can choose to make a payment plan. Please access our website for details.

📞 mornpen.vic.gov.au/rates

If instalment payment is received on or before 30 September, reminder notices for the second, third and fourth instalment will be sent prior to each instalment falling due. **Payments received after 30 September 2024 will be credited to the account but the balance must be paid in full by 17 February 2025. Unless an agreed payment plan is in place, then payment is due as per the schedule.**

Payments of any rates and charges will be allocated as follows:

- Legal Costs owing, if any;
- Interest owing, if any;
- Arrears owing, if any, current rates/FSPL owing.

Penalty for Late or Non-payment of Rates, Charges, Arrears and State Fire Service Property Levy

Under Section 172 of the *Local Government Act 1989* any instalment or full payment not paid by the due date may incur interest as set out under Section 2 of the *Penalty Interest Rate Act 1983*. Penalty interest may be applied should payment not be received by the due date.

Rate Capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the entire rate budget, not necessarily individual properties. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) Change to your property valuation relative to other property value movements in the municipality;
- (ii) change to the differential rate or levy applied to your property;
- (iii) the inclusion of other charges not covered by the Victorian Government's rates cap.

Rate Rebate/Concessions

If you are in receipt of a pension, you may be eligible to a rebate on rates and charges on your principal residence. Application forms are available from the Shire. **Please note: Health Care cards do not entitle you to a rate rebate.**

Differential Rating

For further information in relation to differential rates, please refer to the adopted budget on the Shire's website.

📞 mornpen.vic.gov.au/rates

CIV	\$1,080,000		
Differentials	Rates in \$	Total	
General rate	0.0013230	\$1,428.84	
Vacant land	0.0018530	\$2,001.24	
Agricultural land	0.0004630	\$500.04	
Conservation land	0.000992	\$1,071.36	

Review of Differential Rating

Under Section 183 of the *Local Government Act 1989*, an owner or occupier may apply to VCAT for a review of differential rating decision within 2 months from date of issue of annual notice following the decision.

Objection to Rates and Charges

Under Section 184 of the *Local Government Act 1989*, aggrieved persons have the right to appeal to the County Court on the above rates and charges on specific grounds.

Changes of Ownership or Address

If any of the details on the front of this notice are incorrect, please contact us:

📞 mornpen.vic.gov.au/rates

📧 customerservice@mornpen.vic.gov.au

It is the responsibility of the property owner to notify Council of any changes of ownership and/or address within one month.



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.



Payble (Direct debit)

Visit our website to pay in full or choose from flexible weekly, fortnightly or monthly instalments.

📞 rates.mornpen.vic.gov.au



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



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'.



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.

At Waste Disposal Centres:

1 voucher = 1m³ green waste

OR

1 voucher = 0.5m³ hard waste

Enquiries: 📞 1300 850 600

At Waste Disposal Centres:

1 voucher = 1m³ green waste

OR

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Enquiries: 📞 1300 850 600

- 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.

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

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

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

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

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

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

3. Disclaimer

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

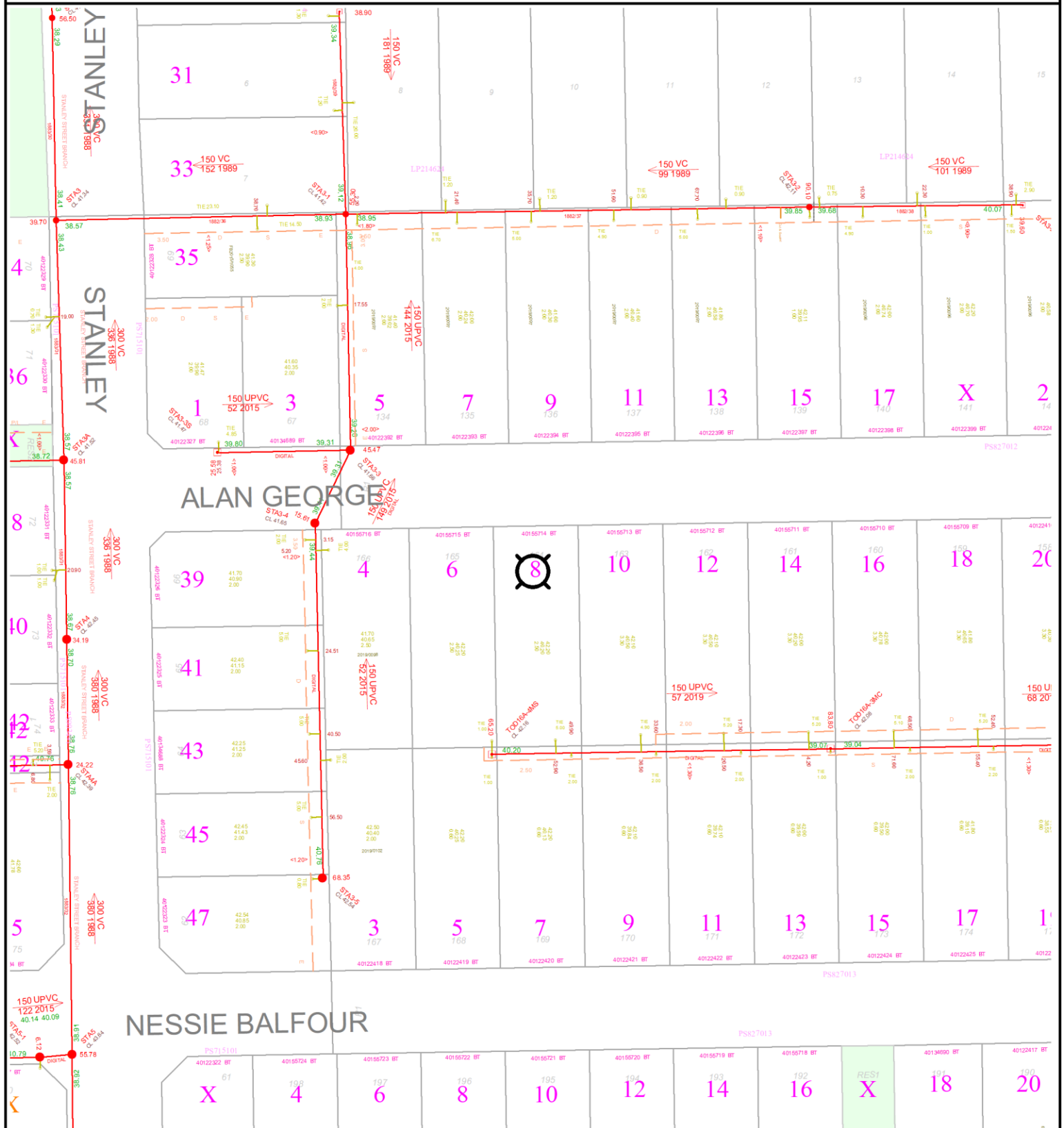
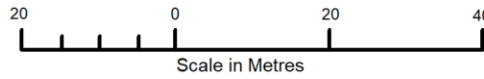
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:



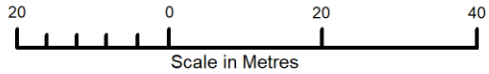
LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



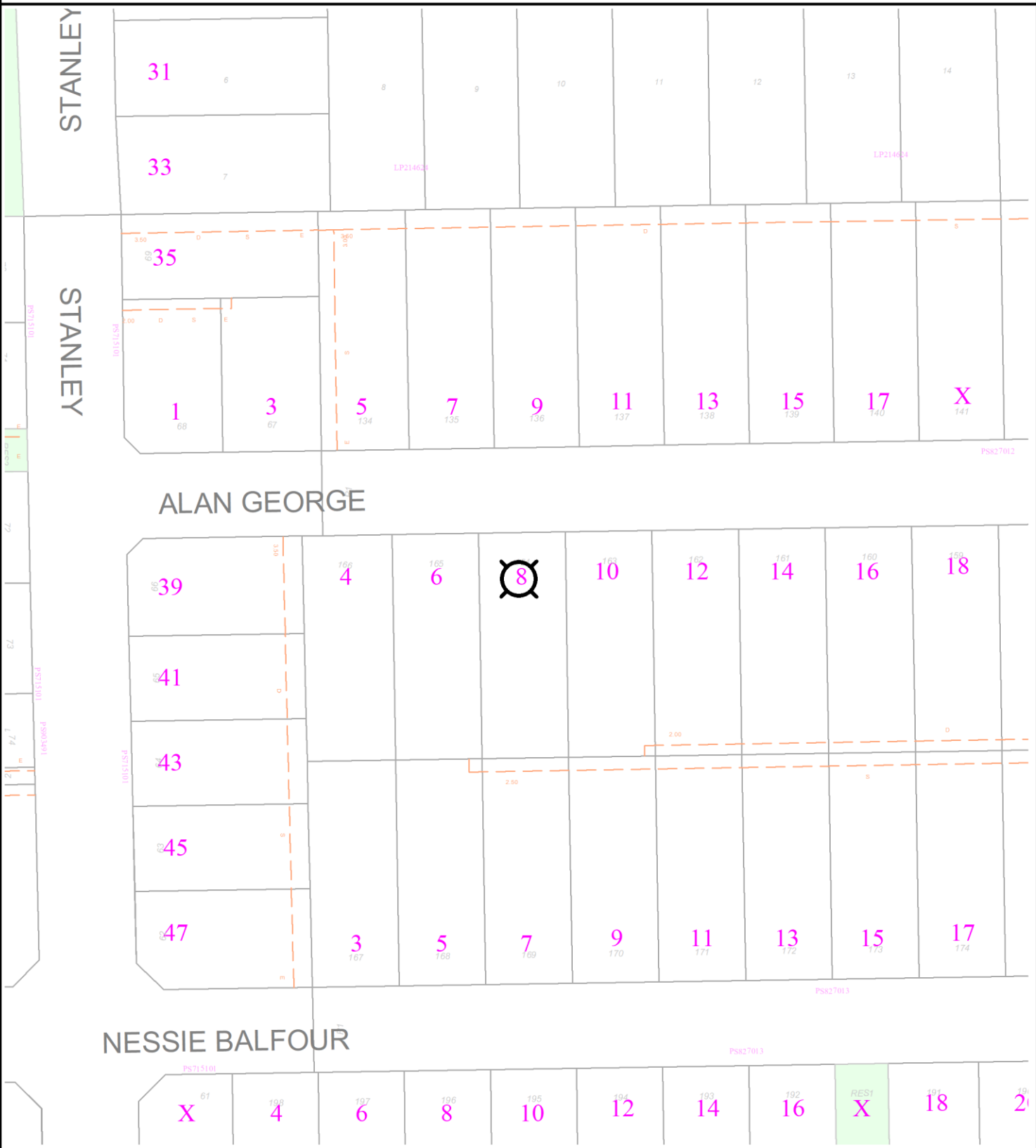
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

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



Case Number: 47591185

Date: 17SEPTEMBER2024



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
	Recycled Water Main Valve
	Recycled Water Main & Services
	Hydrant
	Fireplug/Washout
	~ 1.0 Offset from Boundary

FORM 2

Building Act 1993
Building Regulations 2018
Regulation 37(1)

BUILDING PERMIT - 2130497575479

ISSUED TO

AGENT OF OWNER: Henley Properties Group

ADDRESS: 395 Ferntree Gully Road, MOUNT WAVERLEY VIC 3149

EMAIL: sbrown@henley.com.au

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS: 395 Ferntree Gully Road, MOUNT WAVERLEY VIC 3149

CONTACT PERSON: Shannon Brown

TELEPHONE: (03) 9574-5050

OWNERSHIP DETAILS

OWNER: Damian Christopher Martin

ADDRESS: 15 Pikes Rd, Tyabb VIC 3913

EMAIL: sheree-martin@outlook.com

CONTACT PERSON: Damian Christopher Martin

TELEPHONE: 0429833583

PROPERTY DETAILS

LOT: 164

NUMBER: 8

STREET/ROAD: Alan George Terrace

CITY: Somerville

POSTCODE: 3912

LP/PS: PS827012H

VOLUME: 12103

FOLIO: 052

MUNICIPAL DISTRICT: Shire of Mornington Peninsula

BUILDER

NAME: HENLEY ARCH PTY LTD

ADDRESS: 395 Ferntree Gully Road, Mount Waverley VIC 3149

TELEPHONE: (03) 9574-5050

This builder is specified under section 24B(4) of the **Building Act 1993** for the building work to be carried out under this permit.

NATURAL PERSON FOR SERVICE OF DIRECTIONS, NOTICES AND ORDERS

NAME: Robert Bowen

ADDRESS: 395 Ferntree Gully Road, Mount Waverley VIC 3149

TELEPHONE: (03) 9574-5050

BUILDING PRACTITIONER OR ARCHITECT ENGAGED TO PREPARE DOCUMENTS FOR THIS PERMIT

NAME: Stuart McLennan

CATEGORY/CLASS: Building Surveyor Unlimited

REGISTRATION NUMBER: BS-U 1577

NAME: Henley Arch Pty Ltd

CATEGORY/CLASS: Domestic Builder Unlimited

REGISTRATION NUMBER: CDB-U 49972

NAME: Matthew Lanning

CATEGORY/CLASS: Engineer Civil

REGISTRATION NUMBER: EC59314

DETAILS OF DOMESTIC BUILDING WORK INSURANCE

BUILDER: HENLEY ARCH PTY LTD

INSURER: HIA Insurance Services Pty Ltd

POLICY NUMBER: C466176

POLICY COVER: \$386,178.00

BUILDING
PERMIT

NATURE OF BUILDING WORK

CONSTRUCTION TYPE: new building
STOREYS: 1
VERSION OF BCA APPLICABLE TO PERMIT: 2019
STAGE OF BUILDING WORK PERMITTED: 0
COST OF BUILDING WORK: \$386,178.00
TOTAL FLOOR AREA OF NEW BUILDING WORK: 343 m²

BUILDING CLASSIFICATION

PART OF BUILDING: Single Storey Dwelling and Garage
BCA CLASSIFICATION: 1ai, 10a

PERFORMANCE SOLUTION

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:

Relevant performance requirement	Details of performance solution
P2.2.2 Weatherproofing	To allow the masonry veneer wall cavity to be reduced to 5mm adjacent service penetrations, fixtures and other wall installations. Performance solution by expert judgement. Report number PBS 3102 19-4 Revision A, expires 1 May, 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.2.2 Weatherproofing	To allow a brick veneer wall to be constructed with a flashing as detailed in appendix B of the proposed performance solution. Performance solution by expert judgement. Report number PBS 3102 19-3 Revision A, expires 1 May 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.1.1 Structural stability and resistance ,P2.2.2 Weatherproofing	To allow the nominal mortar mix to be 1 part cement, 1 part lime and 10 parts sand. Performance solution by expert judgement. Report number PBS 3102 19-5, expires 1 May 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.2.2 Weatherproofing,P2.2.3 Rising damp	To allow the construction and location of the damp-proof course/flashing to terminate up to 20mm from the outer face of the mortar or render. Performance solution by expert judgement. Report number PBS 3102 19-2 Revision A, expires 1 May 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.2.1 Rainwater management,P2.2.2 Weatherproofing,P2.2.3 Rising damp	To allow the damp proof course / flashing to be installed level to the adjoining paving areas protected by a minimum 1.5m roof overhang. Performance solution by expert judgement. Report number PBS 3102 19, expires 1 May 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.2.3 Rising damp	To allow the slab on ground vapour barrier to be unbranded. Performance solution by expert judgement. Report number PBS 3102 19-9, expires 1 May 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.4.1 Wet areas	To allow wet areas construction to be as per appendix B of the performance solution for the following: 1. Protection of laundry, powder room and WC walls and adjoining floors to be installed without the wall being waterproof for 25mm above the wall/floor junction and sealed to the floor. The junctions will be water resistant and sealed with waterproof sealant, 2. To allow the top flange of the bath and vanity basin to be sealed to the bath hob or vanity top with flexible waterproof sealant. Performance solution by expert judgement. Report number PBS 3102 19-8, expires 1 May 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.1.1 Structural stability and resistance	To allow a 110mm wide masonry wall and 90mm timber framed wall to overhang the concrete slab a maximum distance of 25mm. The overhang is not to exceed 3m in length and applies to 110mm wide masonry walls and 90mm wide timber framing. Performance solution by expert judgement. Report number PBS 3102 19-6, expires 1 May 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.3.1 Spread of fire	To allow the garage wall and roof junction located within 900mm of the allotment boundary to be protected against the spread of fire using on of three options outlined in the proposed performance solution report. Report number PBS 3102 19- 11, expires 1 May, 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.

**BUILDING
PERMIT**

P2.2.1 Rainwater management,P2.2.2 Weatherproofing,P2.2.3 Rising damp	The proposed performance solution is to allow the flowing, - 1. The garage floor at the same height as the internal floor of the dwelling. 2. The damp-proof course/flashing and weepholes to be level with the paving within 1m of the garage entry. 3. The garage vehicle and pedestrian entry door to be considered to be a weatherproof opening. 4. The garage vehicle entry door to be considered to be a weatherproof opening. The garage vehicle entry door to close onto a graded entrance ramp or rebate. The garage entrance is designed to redirect any water on the door away from the inside of the garage. 5. The garage floor is to be a minimum of 50mm above the external landscaping including driveway. 6. The grade of the driveway and entrance door threshold to control surface water. Report number PBS 3102 19- 1 Revision A, expires 1 May, 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.2.1 Rainwater management,P2.2.2 Weatherproofing,P2.2.3 Rising damp	To allow the omission of weepholes in masonry veneer walls which have been sealed with acrylic render and have an external surface of feature glazed ceramic tiles or stacked stone face cladding. Report number PBS 3110 19, expires 1 May, 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.4.1 Wet areas	To allow the use of vinyl waterproof flooring as a surface finish in the powder room and laundries of a domestic dwelling. The two types of vinyl flooring are in accordance with Report number PBS 3102 19 - 10, expires 1 May, 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.1.1 Structural stability and resistance ,P2.2.2 Weatherproofing	Building Product: Scyon Linea Performance solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40225 Rev.2 Date of issue: 17/05/2019 Date of expiry: 20/08/2021

PRESCRIBED REPORTING AUTHORITIES

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

Reporting authority	Matter reported on or consented to	Regulation number
Council	Building design not complying with Regulations. 85 (daylight to habitable room window)	Building Regulations 2018. 85(3)

PROTECTION WORK

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

INSPECTION REQUIREMENTS

The mandatory notifications stages required by sections 34 and 35 of the **Building Act 1993** are:

Single Storey Dwelling and Garage

- pre slab: before placing a footing
- steel: before pouring a footing or in situ reinforced concrete member
- frame: on completion of the framework
- final: on completion of all building work

OCCUPATION OR USE OF BUILDING

An occupancy permit is required prior to the occupation or use of this building.

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

COMMENCEMENT AND COMPLETION

This building work must commence by **24 October 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 **24 October 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.

**BUILDING
PERMIT**

CONDITIONS

This permit is subject to the following conditions:

Description	Performance or information required
Frame inspection documentation	Prior to booking a frame inspection, the builder must provide wall framing computations, certification and layouts satisfactory to the relevant building surveyor.
Frame inspection documentation	Prior to booking a frame inspection, the builder must provide roof truss computations, certification and layouts satisfactory to the relevant building surveyor.
General	The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor.
Encroachment	There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the property.
Title	The owner(s) is/are responsible for obtaining any planning approvals for the building work and complying with their obligations under property law, including complying with any covenants, encumbrances or a section 173 of the Planning and Environment Act 1987 agreement on title.
Glazing	Prior to or with an application for an occupancy permit, the builder must provide a certificate of compliance satisfactory to the relevant building surveyor indicating that the glass has been installed in accordance with the endorsed drawings and specifications and AS1288 Set-2006 Glass in buildings Set or AS2047-2014 Windows and external glazed doors in buildings, and if the property is in a designated bushfire-prone area, AS3959-2009 Construction of buildings in bushfire-prone areas, in respect of all glazing, including balustrading, doors, windows and screens.
Electrical certificates	Prior to or with an application for an occupancy permit, the builder must provide a certificate of electrical safety satisfactory to the relevant building surveyor for prescribed electrical installations or non-prescribed electrical installations, as applicable.
Plumbing certificates	Prior to or with an application for an occupancy permit, the builder must provide plumbing compliance certificates satisfactory to the relevant building surveyor for all applicable plumbing work as follows: <ul style="list-style-type: none"> • roof plumbing • sanitary plumbing • drainage (below ground sewer) • drainage (below ground stormwater) • cold water plumbing • hot water plumbing • gasfitting
Energy efficiency - Solar Hot Water	Prior to or with an application for an occupancy permit, the builder must provide: <ul style="list-style-type: none"> • an energy rating certificate or statement satisfactory to the relevant building surveyor verifying that all requirements of the energy rating measures have been installed in accordance with the endorsed documents and the Building Code of Australia • a plumbing compliance certificate satisfactory to the relevant building surveyor for the installation of the solar hot water system.
Termite treatment	Prior to or with an application for an occupancy permit, the builder must provide a copy of the termite protection certificate satisfactory to the relevant building surveyor that the building work has been constructed in accordance with AS3660-2014 Termite management.

RELEVANT BUILDING SURVEYOR

NAME: Group Four Building Surveyors Pty Ltd
ACN: 158 953 425
ADDRESS: Level 4, 10 Nexus Court, Mulgrave VIC 3170
EMAIL: enquiries@groupfour.com.au
BUILDING PRACTITIONER REGISTRATION NUMBER: CBS-U 58099

DESIGNATED BUILDING SURVEYOR

NAME: David Madeira
BUILDING PRACTITIONER REGISTRATION NUMBER: BS-U 27484

**BUILDING
PERMIT**

PERMIT NUMBER: 2130497575479

DATE OF ISSUE OF PERMIT: 24 October 2019

DATE OF PERMIT AMENDMENT: 31 October 2019

DATE OF PERMIT AMENDMENT: 2 December 2019

SIGNATURE:



David Madeira

BUILDING PERMIT

FORM 16
Building Act 1993
Building Regulations 2018
Regulation 192

OCCUPANCY PERMIT - 2130497575479

PROPERTY DETAILS

LOT: 164
 NUMBER: 8
 STREET/ROAD: Alan George Terrace
 CITY: Somerville
 POSTCODE: 3912
 LP/PS: PS827012H
 VOLUME: 12103
 FOLIO: 052
 MUNICIPAL DISTRICT: Shire of Mornington Peninsula

BUILDING PERMIT DETAILS

BUILDING PERMIT NUMBER: 2130497575479
 VERSION OF BCA APPLICABLE TO BUILDING PERMIT: 2019

BUILDING DETAILS

BUILDING TO WHICH PERMIT APPLIES: single storey dwelling and garage
 PERMITTED USE: Domestic
 BCA CLASS OF BUILDING: 1ai, 10a
 MAXIMUM PERMISSIBLE FLOOR LIVE LOAD: 1.5
 STOREYS CONTAINED: 1

PERFORMANCE SOLUTION

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

Relevant performance requirement	Details of performance solution
P2.2.2 Weatherproofing	To allow the masonry veneer wall cavity to be reduced to 5mm adjacent service penetrations, fixtures and other wall installations. Performance solution by expert judgement. Report number PBS 3102 19-4 Revision A, expires 1 May, 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.2.2 Weatherproofing	To allow a brick veneer wall to be constructed with a flashing as detailed in appendix B of the proposed performance solution. Performance solution by expert judgement. Report number PBS 3102 19-3 Revision A, expires 1 May 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.1.1 Structural stability and resistance ,P2.2.2 Weatherproofing	To allow the nominal mortar mix to be 1 part cement, 1 part lime and 10 parts sand. Performance solution by expert judgement. Report number PBS 3102 19-5, expires 1 May 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.2.2 Weatherproofing,P2.2.3 Rising damp	To allow the construction and location of the damp-proof course/flashing to terminate up to 20mm from the outer face of the mortar or render. Performance solution by expert judgement. Report number PBS 3102 19-2 Revision A, expires 1 May 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.2.1 Rainwater management,P2.2.2 Weatherproofing,P2.2.3 Rising damp	To allow the damp proof course / flashing to be installed level to the adjoining paving areas protected by a minimum 1.5m roof overhang. Performance solution by expert judgement. Report number PBS 3102 19, expires 1 May 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.2.3 Rising damp	To allow the slab on ground vapour barrier to be unbranded. Performance solution by expert judgement. Report number PBS 3102 19-9, expires 1 May 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.4.1 Wet areas	To allow wet areas construction to be as per appendix B of the performance solution for the following: 1. Protection of laundry, powder room and WC walls and adjoining floors to be installed without the wall being waterproof for 25mm above the wall/floor junction and sealed to the floor. The junctions will be water resistant and sealed with waterproof sealant, 2. To allow the top flange of the bath and vanity basin to be sealed to the bath hob or vanity top with flexible waterproof sealant. Performance solution by expert judgement. Report number PBS 3102 19-8, expires 1 May 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.1.1 Structural stability and resistance	To allow a 110mm wide masonry wall and 90mm timber framed wall to overhang the concrete slab a maximum distance of 25mm. The overhang is not to exceed 3m in length and applies to 110mm wide masonry walls and 90mm wide timber framing. Performance solution by expert judgement. Report number PBS 3102 19-6, expires 1 May 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.

OCCUPANCY PERMIT

P2.3.1 Spread of fire	To allow the garage wall and roof junction located within 900mm of the allotment boundary to be protected against the spread of fire using on of three options outlined in the proposed performance solution report. Report number PBS 3102 19- 11, expires 1 May, 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.2.1 Rainwater management,P2.2.2 Weatherproofing,P2.2.3 Rising damp	The proposed performance solution is to allow the flowing, - 1. The garage floor at the same height as the internal floor of the dwelling. 2. The damp-proof course/flashing and weepholes to be level with the paving within 1m of the garage entry. 3. The garage vehicle and pedestrian entry door to be considered to be a weatherproof opening. 4. The garage vehicle entry door to be considered to be a weatherproof opening. The garage vehicle entry door to close onto a graded entrance ramp or rebate. The garage entrance is designed to redirect any water on the door away from the inside of the garage. 5. The garage floor is to be a minimum of 50mm above the external landscaping including driveway. 6. The grade of the driveway and entrance door threshold to control surface water. Report number PBS 3102 19- 1 Revision A, expires 1 May, 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.2.1 Rainwater management,P2.2.2 Weatherproofing,P2.2.3 Rising damp	To allow the omission of weepholes in masonry veneer walls which have been sealed with acrylic render and have an external surface of feature glazed ceramic tiles or stacked stone face cladding. Report number PBS 3110 19, expires 1 May, 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.4.1 Wet areas	To allow the use of vinyl waterproof flooring as a surface finish in the powder room and laundries of a domestic dwelling. The two types of vinyl flooring are in accordance with Report number PBS 3102 19 - 10, expires 1 May, 2020 by Stuart McLennan MEng, MAIBS, RBP, BS & IN-U.
P2.1.1 Structural stability and resistance ,P2.2.2 Weatherproofing	Building Product: Scyon Linea Performance solution by: Cert Mark International Certificate of Conformity issued under ABCB Certification Scheme: CodeMark Certificate number: CM40225 Rev.2 Date of issue: 17/05/2019 Date of expiry: 20/08/2021

REPORTING AUTHORITIES

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

Reporting authority	Matter reported on or consented to	Regulation number
Council	Building design not complying with Regulations. 85 (daylight to habitable room window)	Building Regulations 2018. 85(3)

CONDITIONS TO WHICH THIS PERMIT IS SUBJECT

Occupation is subject to the following conditions:

SUITABILITY FOR OCCUPATION

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

RELEVANT BUILDING SURVEYOR

NAME: Group Four Building Surveyors Pty Ltd

ACN: 158 953 425

ADDRESS: Level 4, 10 Nexus Court, Mulgrave VIC 3170

EMAIL: enquiries@groupfour.com.au

BUILDING PRACTITIONER REGISTRATION NUMBER: CBS-U 58099

OCCUPANCY PERMIT NUMBER: 2130497575479

DATE OF ISSUE: 1 April 2020

DATE OF FINAL INSPECTION: 1 April 2020



OCCUPANCY
PERMIT

Form 16 Building Act 1993
Building Regulations 2018 -
Regulation 192

Domestic Building Insurance

Certificate of Insurance

Damian Christopher Martin

**15 Pikes Rd
TYABB
VIC 3913**

Policy Number:

C466176

Policy Inception Date:

03/10/2019

Builder Account Number:

014395

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

Policy Schedule Details

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

At the property: **8 Alan George Tce SOMERVILLE VIC 3912 Australia**

Carried out by the builder: **HENLEY ARCH PTY. LTD.**

Builder ACN: **007316930**

! 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): **Damian Christopher Martin**

Pursuant to a domestic building contract dated: **02/10/2019**

For the contract price of: **\$ 386,178.00**

Type of Cover: **Cover is only provided if HENLEY ARCH 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.

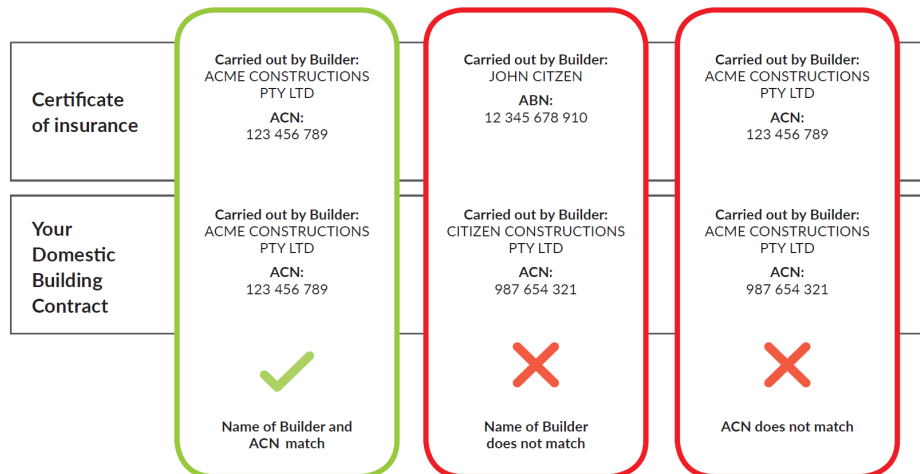
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$835.00
GST:	\$83.50
Stamp Duty:	\$91.85
Total:	\$1,010.35

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



From www.planning.vic.gov.au at 17 September 2024 03:46 PM

PROPERTY DETAILS

Address: **8 ALAN GEORGE TERRACE SOMERVILLE 3912**
 Lot and Plan Number: **Lot 164 PS827012**
 Standard Parcel Identifier (SPI): **164\PS827012**
 Local Government Area (Council): **MORNINGTON PENINSULA**
 Council Property Number: **148571**
 Planning Scheme: **Mornington Peninsula**
 Directory Reference: **Melway 148 H1**

www.mornpen.vic.gov.au

[Planning Scheme - Mornington Peninsula](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

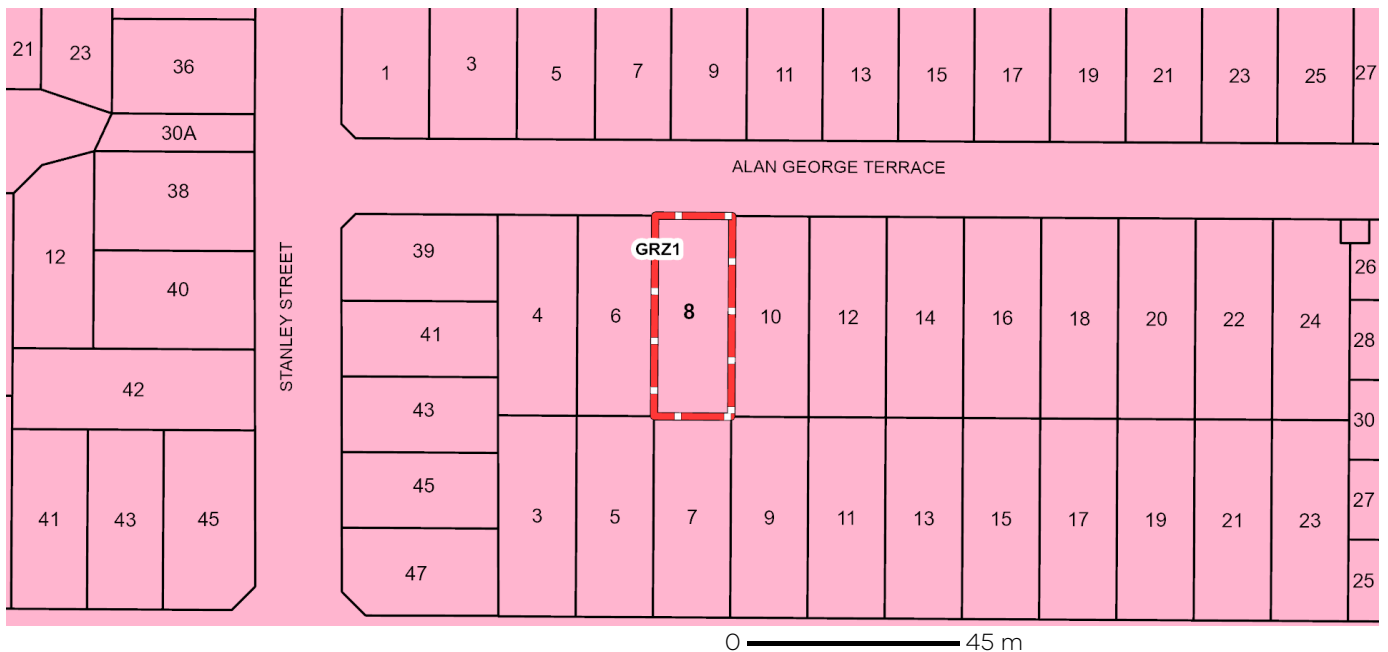
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Further Planning Information

Planning scheme data last updated on 11 September 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>

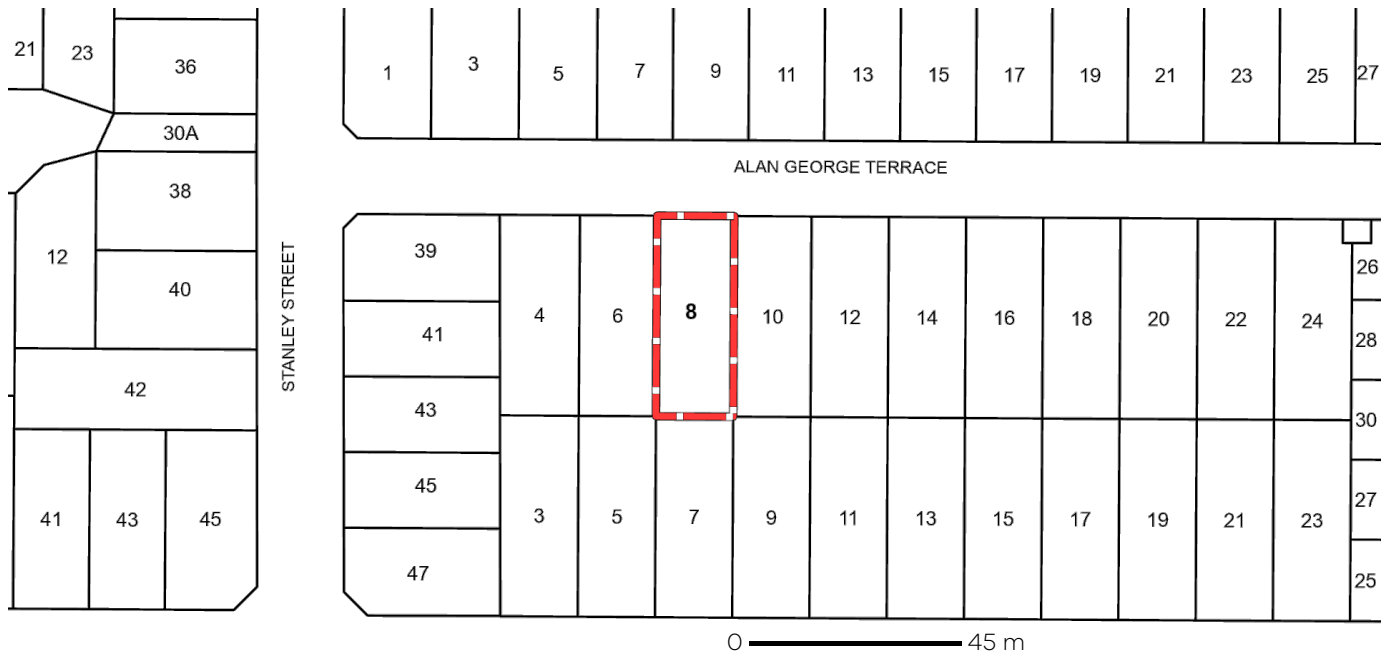
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



Designated 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))