



Contract of Sale of Land

Property:

**Unit 5, 1485 Frankston-Flinders Road, Tyabb VIC
3913**

Walsh Conveyancing
6D Eramosa Road East
SOMERVILLE VIC 3912
Tel: 03 5977 5111
PO Box 139, Somerville VIC 3912
Ref: RB:24/4379

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

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

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

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

Print names(s) of person(s) signing: Bryley Charles Joseph Dillimore-Knelange and Amy Nicole Dillimore

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Somerville
Address: Shop 3, 1065 Frankston Flinders Road, Somerville VIC 3912
Email: Shelly.brown@obrienrealestate.com.au
Tel: 03 5977 8877 Mob: 0431 188 166 Fax: 5977 8010 Ref: Shelly Brown

Vendor

Name: Bryley Charles Joseph Dillimore-Knelange and Amy Nicole Dillimore
Address: Unit 5, 1485 Frankston-Flinders Road, Tyabb VIC 3913
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Walsh Conveyancing
Address: 6D Eramosa Road East, Somerville VIC 3912
PO Box 139, Somerville VIC 3912
Email: rebecca@walshconveyancing.com.au
Tel: 03 5977 5111 Mob: Fax: Ref: 24/4379

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12499 Folio 992	22	PS 486197J

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 5, 1485 Frankston-Flinders Road, Tyabb VIC 3913

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

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

Payment

Price \$
Deposit \$ by (of which \$ has been paid)
Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____

Approval
date: _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special Condition 1 – Variations to the Contract of Sale

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

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

Special Condition 2 - Identity of the Land

The purchaser acknowledges that they are purchasing the property :

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

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

Special Condition 3 – Title v Land Measurements

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

Special Condition 4 – Solar Panels

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

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

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

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

Special Condition 5 – Contamination

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

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

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

Notwithstanding any other provisions of the Contract of Sale :

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

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

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

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

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

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

Special condition 7 – COVID-19 Pandemic

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

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

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

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

Special Condition 8 – Swimming Pools & Spas

The parties acknowledge that if there is a swimming pool or external spa at the property that the vendor has registered it with their local council before or by the later date of 1 November 2020 or 30 days after the date of the issuance of the occupancy permit or certificate of final inspection for the pool or spa is issued. For clarity, registration of the swimming pool or spa with council does not mean compliance or that a Certificate has issued confirming compliance with current regulations. The purchaser acknowledges that confirmation of registration by the vendor of the swimming pool or spa has been obtained (unless not applicable as at the date of sale) prior

to the signing of this Contract, The purchaser will be liable for future compliance of the swimming pool or spa and accepts full responsibility for such compliance as at the date of sale.

Special Condition 9 - Director's Guarantee and Warranty

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

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

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

Special Condition 10 - Foreign Acquisition

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

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

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

Special Condition 11 - Company Charge

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

Special Condition 12 – Self Representing Purchaser/s

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

Special Condition 13 – General Conditions v Special Conditions

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

Special Condition 14 – Land Tax

Land Tax is not an adjustable item.

Special Condition 15 – Marketing Materials

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

Special Condition 16 – Condition of Property

16.1 The purchaser :

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

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

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

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

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

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

Special Condition 17 – Force Majeure

17.1 In the event either party is unable to perform its obligations under the terms of this Contract of Sale because of an event of force majeure, including but not limited to, Government action or intervention, Acts of God or natural disasters including floods, bushfires and earthquakes, strikes, failure of carrier or utilities, equipment of transmission failure or damage, failure of any necessary systems such as PEXA, Duties Oline and Land Use Victoria (SERV) or an event that is beyond the reasonable control of the parties then the affected party will notify the other party of any expected delay and such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes. Performance under this Contract of Sale shall resume when the affected party or parties are able to perform substantially that party's duty and obligations required/expected by this Contract

17.2 The party unable to perform his, her or their obligations under this Contract must advise the other party as soon as reasonably possible about the force majeure event, the expected duration of non-performance and must provide sufficient notification to the other part of his, her or their intention to resume performance under this Contract, to enable both parties to be in a position to continue performance under this Contract.

17.3 The parties acknowledge that, as a matter of law, the doctrine of “force majeure” cannot be invoked by a party seeking to rely on their own acts or omissions.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

14. DEPOSIT

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

15. DEPOSIT BOND

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

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

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

19. GST

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

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

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

that money towards those damages; and

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

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

DEED OF GUARANTEE OF CONTRACT

(Where the Purchaser is a Corporate Entity)

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

BETWEEN :

The Vendor/s

Of :

AND

The Purchaser/s

Of :

AND

The Guarantor/s

Being authorised signatory of (Company Purchaser) _____

_____ (A.C.N.) _____

Of (registered address) : _____

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

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

SIGNED by the said **Vendor/s** in the presence) _____
Of :) _____
Witness : _____
AND
SIGNED by the said **Purchaser/s** in the presence) _____
Of :) _____
Witness : _____
AND
SIGNED by the said **Guarantor/s** in the presence) _____
Of :) _____
Witness : _____

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	UNIT 5, 1485 FRANKSTON-FLINDERS ROAD, TYABB VIC 3913	
------	--	--

Vendor's name	Bryley Charles Joseph Dillimore-Knelange	Date
Vendor's signature		/ /

Vendor's name	Amy Nicole Dillimore (formerly Brewer)	Date
Vendor's signature		/ /

Purchaser's name		Date
Purchaser's signature		/ /

Purchaser's name		Date
Purchaser's signature		/ /

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$4,500.00

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 121
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

Not Applicable

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

6.1 ☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act* 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

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.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 12499 FOLIO 992

Security no : 124121535698J
Produced 28/01/2025 04:58 PM

LAND DESCRIPTION

Lot 22 on Plan of Subdivision 846197J.
PARENT TITLE Volume 12498 Folio 371
Created by instrument PS846197J Stage 2 01/09/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
BRYLEY CHARLES JOSEPH DILLIMORE-KNELANGE
AMY NICOLE BREWER both of UNIT 5 1485 FRANKSTON-FLINDERS ROAD TYABB VIC 3913
AX263837A 15/09/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX263838X 15/09/2023
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AT681593E 12/10/2020

AGREEMENT Section 173 Planning and Environment Act 1987
AX117073Y 03/08/2023

DIAGRAM LOCATION

SEE PS846197J 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: UNIT 5 1485 FRANKSTON-FLINDERS ROAD TYABB VIC 3913

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 15/09/2023

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

Page 2 of 2

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS846197J

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS846197J
Number of Pages (excluding this cover sheet)	7
Document Assembled	28/01/2025 16:58

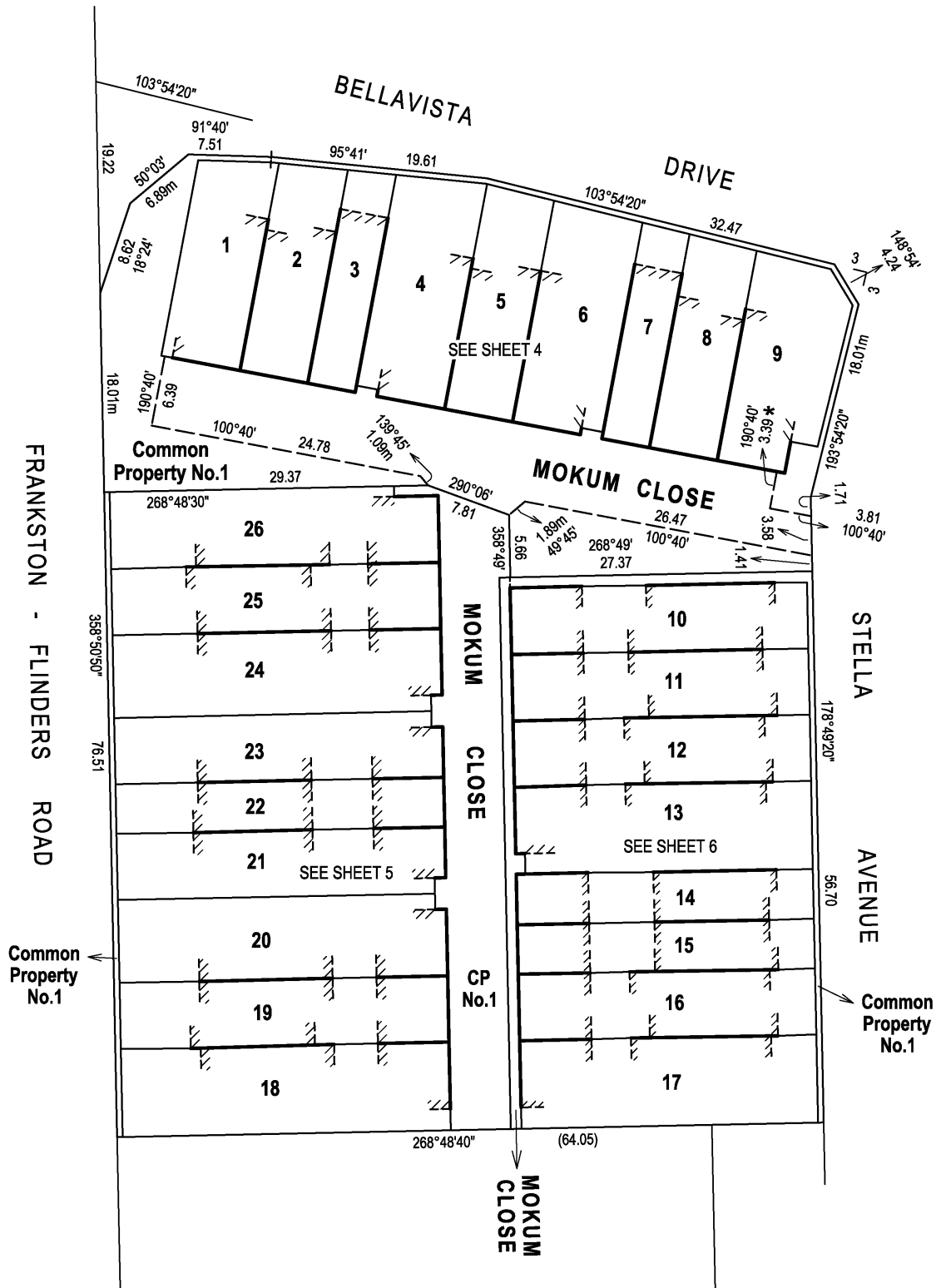
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PLAN OF SUBDIVISION			EDITION 3	PS 846197J
Location of Land Parish: Tyabb Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 51 (Part) Title Reference: Vol. 12362 Fol. 728 Last Plan Reference: Lot A PS 821922X Postal Address: 1485 Frankston - Flinders Road (at time of subdivision) Tyabb 3913 MGA Co-ordinates: E 341 660 Zone: 55 (of approx. centre of land in plan) N 5 764 040 GDA 94			Council Name: Mornington Peninsula Shire Council Council Reference Number: S21/5140 Planning Permit Reference: P20/1384 SPEAR Reference Number: S178657B Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 05/05/2022 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made Digitally signed by: Bethany Lewis for Mornington Peninsula Shire Council on 21/08/2023 Statement of Compliance issued: 21/08/2023	
Vesting of Roads and/or Reserves			NOTATIONS	
Identifier	Council/Body/Person		Lots on this Plan may be affected by one or more Owners Corporations Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings Exterior Face : Boundaries Marked 'E' Median : All Other Boundaries * : Distance is to exterior face of building Part of Common Property No.1 consists of a private road called Mokum Close. Common Property : CP1 refers to Common Property No.1. Estate: SPINDRIFT	
N/A	N/A			
NOTATIONS				
Depth Limitation: Does not apply. Survey: This plan is ~~is not~~ based on survey BP 3451N This survey has been connected to permanent marks No(s) 217 In Proclaimed Survey Area No. 17. Staging: This is ~~is not~~ a staged subdivision Planning Permit No. P20/1384				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in the plan				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
		REF 34299/Stg.1A		ORIGINAL SHEET SIZE A3
Suite 201, Level 2, 448 St Kilda Road Melbourne Victoria 3004 +61 3 9860 0380 marshal.melbourne hello@marshal.melbourne ABN 58 643 224 266		Digitally signed by: Kevin Charles Walsh, Licensed Surveyor, Surveyor's Plan Version (2), 21/08/2023, SPEAR Ref: S178657B		SHEET 1 OF 6 SHEETS
THIS IS A LAND USE VICTORIA COMPLIED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN				

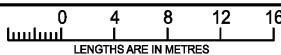
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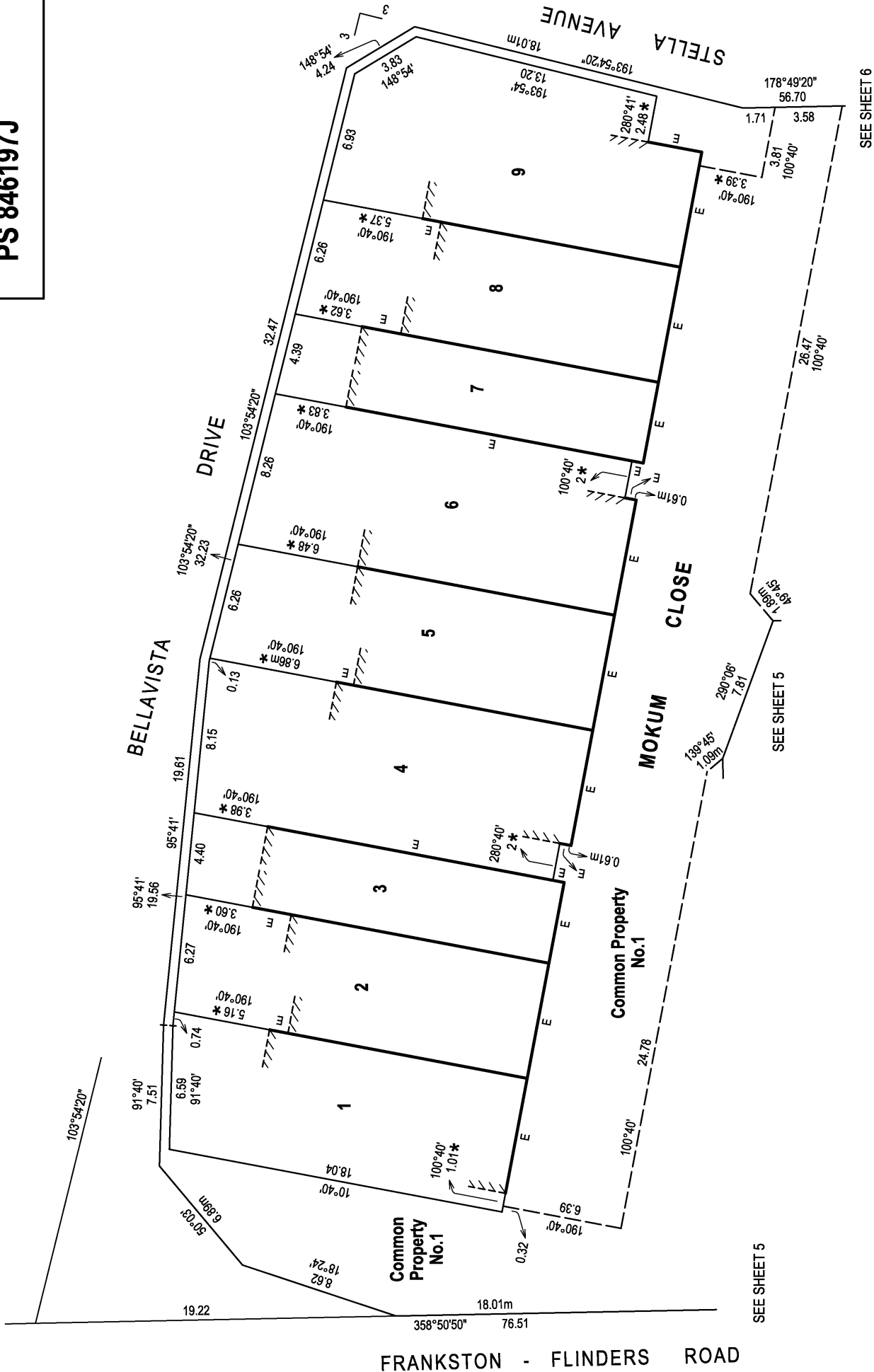


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SHEET 3

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SEE SHEET 6

SEE SHEET 5

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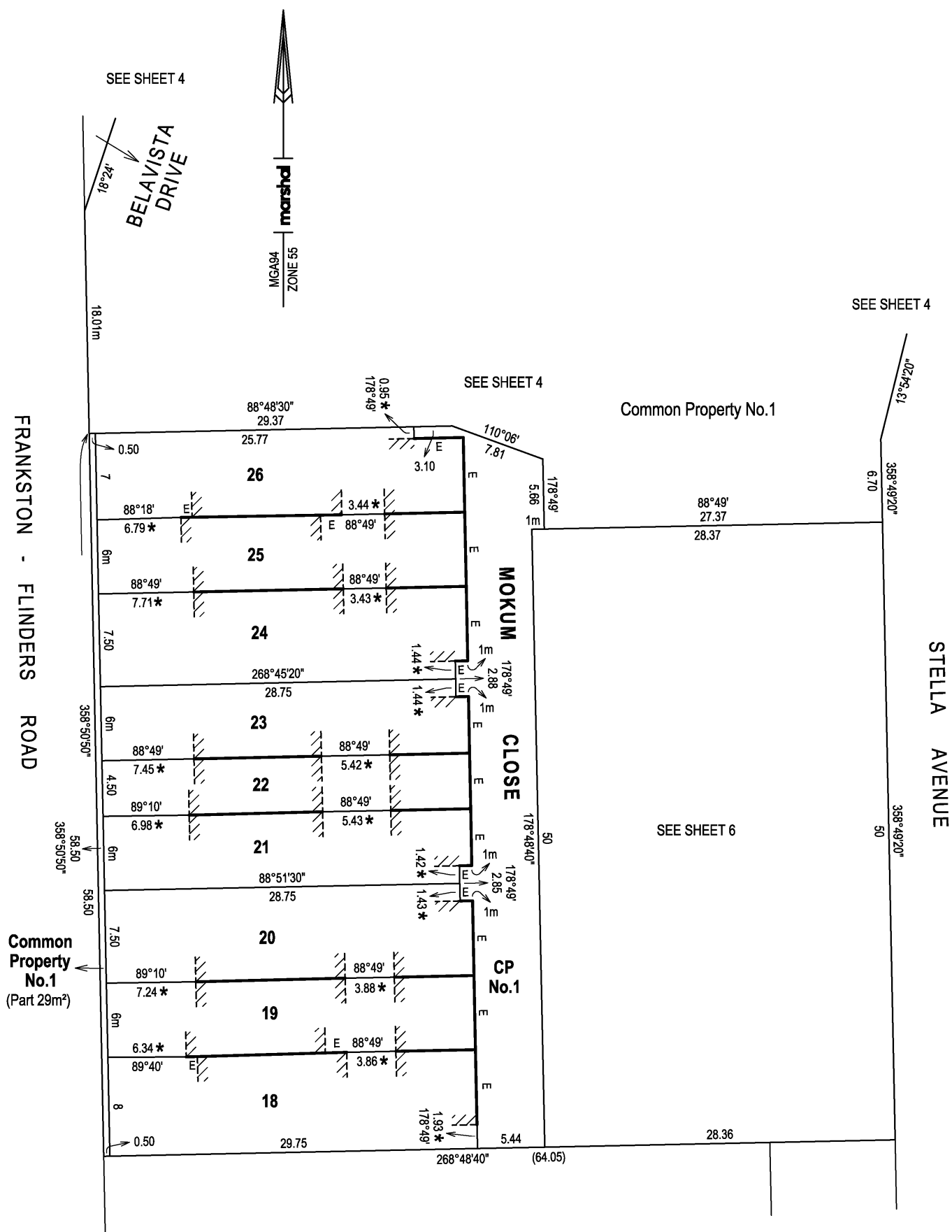
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LENGTHS ARE IN METRES

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SHEET 4

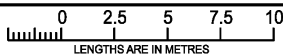
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SHEET 5

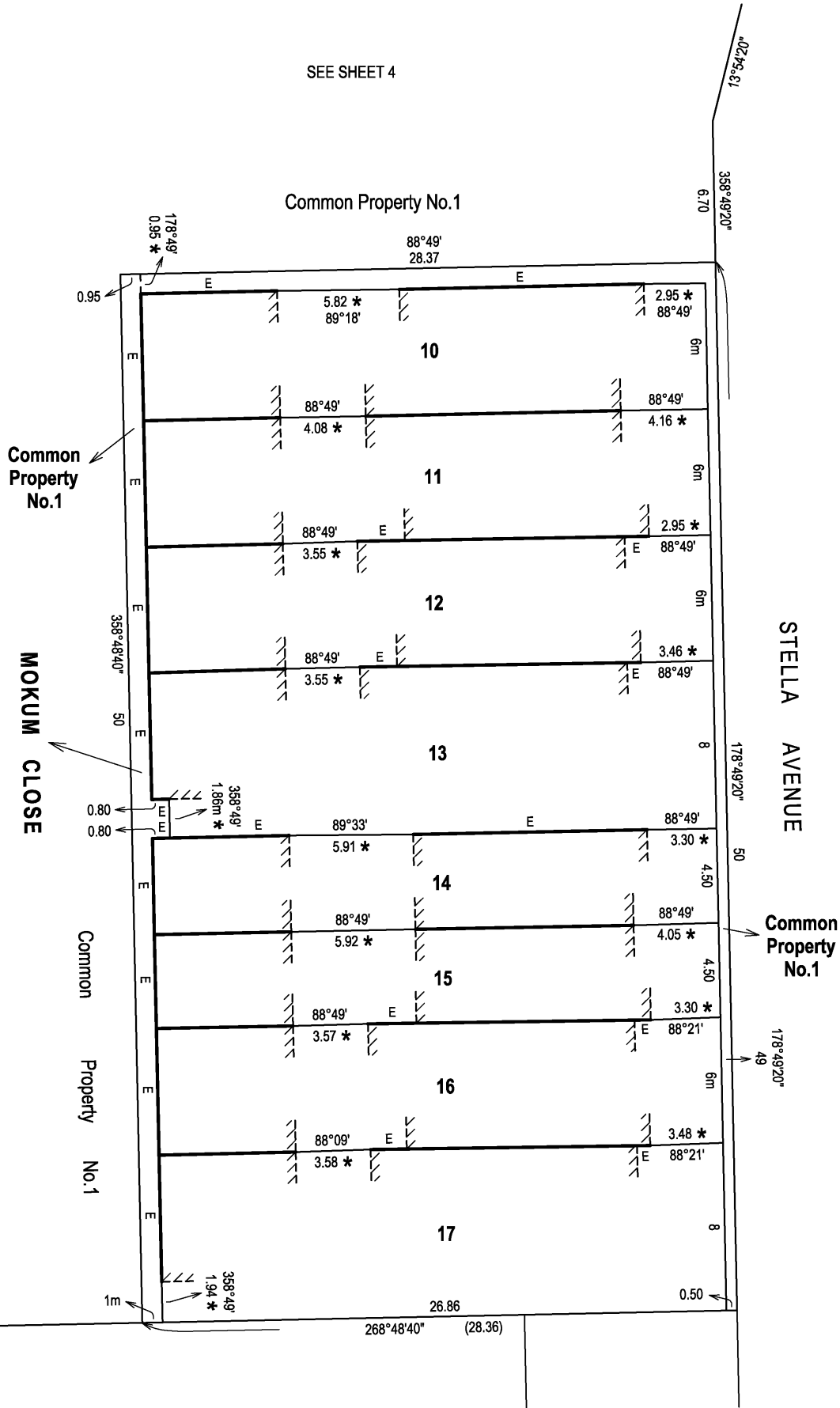
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SEE SHEET 4

SEE SHEET 5

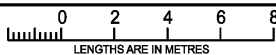


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SHEET 6

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Department of Environment, Land, Water & Planning

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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 18/09/2024 01:56:19 PM

Status	Registered	Dealing Number	AT681593E
Date and Time Lodged	12/10/2020 12:52:58 PM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	119855-01294-2

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

10137/267

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MORNINGTON PENINSULA SHIRE COUNCIL
Address	
Street Number	90
Street Name	BESGROVE
Street Type	STREET
Locality	ROSEBUD
State	VIC
Postcode	3939

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant 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	MORNINGTON PENINSULA SHIRE COUNCIL
Signer Name	DAVID LESLIE RAMSAY
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 OCTOBER 2020

File Notes:

NIL

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Document Identification	AT681593E
Number of Pages (excluding this cover sheet)	12
Document Assembled	18/09/2024 13:56

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MORNINGTON PENINSULA SHIRE COUNCIL

and

**ANGELO TARANTO
AND HELENA CORNELIA TARANTO**

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Property: Lot 1 on Title Plan 117558G, Frankston-
Flinders Road, Tyabb, Victoria 3913

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

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Liability limited by a scheme approved under Professional Standards Legislation.

Ref MVB 119855-01294

 
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THIS AGREEMENT is made on 18th SEPTEMBER

2020

PARTIES

- 1 **MORNINGTON PENINSULA SHIRE COUNCIL**
of Municipal Offices, 2 Queen Street, Mornington, Victoria 3931
(Council)
- 2 **ANGELO TARANTO AND HELENA CORNELIA TARANTO**
both of 57 The Crescent, Tyabb Victoria 3913
(Owner)

RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C Condition 9 of the Permit provides as follows:

"9. Before the Plan of Subdivision is certified under the Subdivision Act 1988, the owner must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987 and make application to the Registrar of Titles to have the agreement registered on the title under Section 181 of the Act at the full cost of the owner. The agreement must provide for:

- a) The transfer of any land required for road, drainage or tree reserve at no cost to Council.
- b) One dwelling on a lot (excluding Lot A and Lot B).
- c) One crossover per lot (excluding Lot A and Lot B).
- d) No vehicular access permitted from any lot directly to Frankston-Flinders Road.
- e) Buildings set back a minimum of 6 metres from Frankston-Flinders Road with no encroachment permitted within this building setback, including by porches, verandahs, pergolas and eaves.
- f) All buildings and works (excluding on Lot A and Lot B) must be undertaken in accordance with the Design Handbook to the satisfaction of the Responsible Authority.
- g) The northern road reserve and connecting loop road (including indented car parking) being vested in Council.
- h) The retarding basin/wetland and outfall drainage within the drainage reserve and drainage easements being constructed prior to the issue of a statement of compliance under the Subdivision Act 1988 for any stage within the subdivision.
- i) The drainage reserve and drainage easements to and from the drainage reserve being created in conjunction with the first stage of the subdivision.

- j) *Construction of fencing (minimum 1.8 metres in height and solid nature) along the southern boundary of the review site and along the eastern and northern boundaries of service station.*
- k) *Care and maintenance (including replacement) of all landscaping, supporting stakes and ties, for a period of 12 months after completion, with any dead or diseased trees and shrubs being replaced as soon as possible, to the satisfaction of the Responsible Authority.*
- l) *Construction of the relocated bus shelter in line with the requirements of the relevant Transport Authorities."*

D This Agreement has been entered into in order to:

- (i) comply with condition 9 of the Permit;
- (ii) prohibit, restrict or regulate the use or development of the Land;
- (iii) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

E This Agreement is made under Division 2 of Part 9 of the Act.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement:

- (a) **Act** means the *Planning and Environment Act 1987*.
- (b) **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.
- (c) **Bus Shelter** means the relocated bus shelter to be constructed by the Owner in accordance with the requirements of the relevant Transport Authorities.
- (d) **Business Day** means Monday to Friday excluding public holidays in Victoria.
- (e) **Design Handbook** means the Tyabb Design Handbook, Conventional Lots, dated December 2019 (version 8) a copy of which is annexed to this Agreement or as amended from time to time to the satisfaction of Council.
- (f) **Dwelling** has the same meaning as it has in the Scheme and means a Dwelling constructed on the land in accordance with the Permit.
- (g) **Endorsed Plan** means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Permit.
- (h) **Land** means the land described as lot 1 on Title Plan 117558G being the whole of the land contained in certificate of title volume 10137 folio 267.
- (i) **Lot** has the same meaning as in the *Subdivision Act 1988*.

- (j) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- (k) **Notice** means any notice, demand, consent, approval or communication under this Agreement.
- (l) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Land or any part thereof, and includes a mortgagee in possession.
- (m) **Permit** means planning permit P18/0309 issued in respect of the Land by Council on 10 December 2019, authorising a 41 lot subdivision (including 3 super lots), removal of easements and creation or alteration of access to a road in a Road Cone Category 1.
- (n) **Scheme** means the Mornington Peninsula Planning Scheme or any other planning scheme which applies to the Land from time to time.
- (o) **Vehicle Crossover** means the works connecting an individual Lot to the roadway edge for the purpose of vehicle access to the Lot.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 ENDING OR AMENDING AGREEMENT

3.1 Ending or amending

This Agreement ends or is amended in accordance with the Act.

3.2 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under the Act to cancel or alter the recording of this Agreement on the folio of the Register that applies to the Land.

4 OWNER'S COVENANTS

4.1 Building development and works

The Owner covenants and agrees that any buildings and works (excluding Lot A and Lot B) must be undertaken in accordance with the Design Handbook.

4.2 One dwelling

The Owner covenants and agrees that a Lot, except for Lot A and Lot B, must not be used or developed for the purpose of more than one Dwelling.

4.3 Siting and setback of Buildings

The Owner covenants and agrees that no building will be constructed on the Land so as to have a setback of less than 6 metres from Frankston-Flinders Road with no encroachment permitted within this building setback, including by porches, verandahs, pergolas and eaves.

4.4 **Vehicle Crossover and access**

The Owner covenants and agrees:

- 4.4.1 that it must ensure that only one Vehicle Crossover is constructed per Lot (excluding Lot A and Lot B); and
- 4.4.2 no vehicular access is permitted from any Lot directly to Frankston-Flinders Road.

4.5 **Fencing**

The Owner covenants and agrees to construct a fence along the southern boundary of the Land and along the eastern and northern boundaries of the service station. The fence must be constructed of solid material with a minimum height of 1.8 metres.

4.6 **Drainage**

The Owner covenants and agrees that;

- 4.6.1 prior to the Council issuing a statement of compliance under the *Subdivision Act 1988* in respect of any stage of the subdivision of the Land, the Owner must construct a retarding basin/wetland and outfall drainage within the drainage reserve and drainage easements;
- 4.6.2 the drainage reserve and drainage easements to and from the drainage reserve must be created in conjunction with the first stage of the subdivision of the Land,

to the satisfaction of the Council.

4.7 **Transfer and vesting of land**

The Owner covenants and agrees that:

- 4.7.1 the subdivision of the Land must include the northern road reserve and connecting loop road (including indented car parking) as land to vest in the Council upon registration of that plan of subdivision.
- 4.7.2 any land required for road, drainage or tree reserve for the development must be transferred and/or vested in Council at no cost to Council.

4.8 **Bus Shelter**

The Owner covenants and agrees that prior to the issue of a statement of compliance for the subdivision of the Land, the Owner must construct the Bus Shelter to a standard determined by the relevant Transport Authorities, at no cost to the Council and the relevant Transport Authorities and to the satisfaction of the relevant Transport Authorities.

4.9 **Landscaping**

The Owner covenants and agrees it must:



- 4.9.1 maintain all landscaping, supporting stakes and ties for a period of 12 months from the date of completion of the landscaping works; and
- 4.9.2 replace any dead or diseased trees and shrubs with another tree/shrub of the same species, as soon as possible.

all to the satisfaction of the Council.

4.10 **Successors in title**

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.11 **Further assurance**

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.12 **Payment of Council's costs**

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, removal, amendment and enforcement of this Agreement.

4.13 **Mortgagee to be bound**

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.14 **Indemnity**

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

4.15 **Non-compliance**

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

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

4.16 **Standard of works**

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

4.17 **Council access**

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

4.18 **Covenants run with the Land**

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.19 **Owner's warranty**

The Owner warrants and covenants that as at the date of this Agreement:

- 4.19.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.19.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under section 106A of the *Transfer of Land Act 1958*;
- 4.19.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.19.4 save for part of the southern boundary of the Land which is the subject of a fence replacement, no part of the Land is subject to any rights obtained by adverse possession referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.19.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 **GENERAL**

5.1 **No fettering of Council's powers**

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or

consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.4 Enforcement and severability

- 5.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.
- 5.4.2 If a Court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 6.1.1 personally on the person;
- 6.1.2 by leaving it at the person's address set out in this Agreement;
- 6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 6.1.4 by facsimile to the person's current number notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six business days after posting;
- 6.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and



6.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;
- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 7.7.1 two or more parties; or
 - 7.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 7.13 a reference to an authority, institution, association or body (**original entity**) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.



AT681593E

AS BK

EXECUTED under Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by:)

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



Witness

DAVID BERGIN

Print Name



SIGNED SEALED AND DELIVERED)
by **ANGELO TARANTO** in the presence of:)



Witness signature

STEVEN TARANTO

Witness name



ANGELO TARANTO

SIGNED SEALED AND DELIVERED)
by **HELENA CORNELIA TARANTO** in the)
presence of:)



Witness signature

STEVEN TARANTO

Witness name



HELENA CORNELIA TARANTO

ANNEXURE

The Annexure to this Agreement which is the Design Handbook may not be included on the Agreement recorded on the title of the Land due to imaging restrictions imposed by the Registrar of Titles. A copy of the Annexure may be inspected during office hours by appointment at the Council offices.

AT681593E



Department of Environment, Land, Water & Planning

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Status	Registered	Dealing Number	AX117073Y
Date and Time Lodged	03/08/2023 02:53:02 PM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	119855-01464

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

12362/728
12362/729

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MORNINGTON PENINSULA SHIRE COUNCIL
Address	
Street Number	90
Street Name	BESGROVE
Street Type	STREET
Locality	ROSEBUD
State	VIC
Postcode	3939



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

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

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant 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 law and any Prescribed Requirement.

Executed on behalf of	MORNINGTON PENINSULA SHIRE COUNCIL
Signer Name	MICHAEL JAMES DOWLING
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	03 AUGUST 2023

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MORNINGTON PENINSULA SHIRE COUNCIL

and

ANGELO TARANTO

and

HELENA CORNELIA TARANTO

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Land: 1485 Frankston-Flinders Road Tyabb,
Victoria 3913

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 Australia PO Box 5146, Melbourne VIC 3001 Australia
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

Ref NWA 119855-01464

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THIS AGREEMENT IS DATED

1 June 2023

PARTIES

- 1 **MORNINGTON PENINSULA SHIRE COUNCIL**
of Shire Council of 2 Queen Street Mornington, Victoria 3939
(Council)
- 2 **ANGELO TARANTO & HELENA CORNELIA TARANTO**
of 57 The Crescent Tyabb VIC 3913
(Owner)

RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C Condition 24 of the Permit provides as follows:

24 *Prior to the occupation of the development or the issue of a Statement of Compliance (whichever comes first), the owner of the land must enter into an agreement with the Responsible Authority, pursuant to Section 173 of the Planning and Environment Act 1987. This agreement must be registered by the Responsible Authority pursuant to Section 181 of the Planning and Environment Act 1987 on the title of the subject land prior to the commencement of any works. This agreement must provide for:*

- (a) *The liability associated with the waste, recyclables and green waste management or alternatively, recyclables and green waste management for the development being vested with the Owner or Owners Corporation, and for the Owner or Owners Corporation to undertake the management of private collections for the development in accordance with an endorsed Waste Management Plan.*
- (b) *The agreement is to remain extant for the life of the development at this property.*
- (c) *A copy of the endorsed Waste Management Plan is to be included within the agreement to notify future residents of the development as to their obligations prior to purchase.*

All costs relating to the preparation of the agreement are to be borne by the Applicant.

- D The Land is encumbered by mortgage number AU197266L in which National Australia Bank Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E This Agreement has been entered into in order to:
- (i) comply with condition 24 of the Permit;
 - (ii) prohibit, restrict or regulate the use or development of the Land;

- (iii) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

F This Agreement is made under Division 2 of Part 9 of the Act.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement:

- (a) **Act** means the *Planning and Environment Act 1987* (Vic).
- (b) **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.
- (c) **Business Day** means Monday to Friday excluding public holidays in Victoria.
- (d) **Common Property** has the same meaning as in the *Owners Corporation Act 2006*.
- (e) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- (f) **GST** means the goods and services tax as provided for by the GST Law.
- (g) **GST Law** means the GST Act and any associated legislation including without limitation delegated legislation.
- (h) **Input Tax Credit** in relation to a supply, means a credit under the GST Act for the GST payable by the recipient in respect of the supply
- (i) **Land** means the land known as 1485 Frankston-Flinders Road Tyabb VIC 3913 being the whole of the land more particularly described as Lot A in certificate of title volume 12362 folio 728 and Lot B in certificate of title volume 12362 folio 729.
- (j) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar as mortgagee of the Land or any part of it.
- (k) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in fee simple in the Land or any part thereof, and includes a mortgagee in possession.
- (l) **Owners Corporation** has the same meaning as it has in the *Owners Corporations Act 2006*.
- (m) **Permit** means planning permit P20/1384 issued in respect of the Land by Council on 9 June 2021 allowing for "*Staged development of 37 Dwellings, associated multi-lot subdivision adjoining a road zone category 1; and creation of easements.*"
- (n) **Private Contractor** means a person or body corporate, excluding the Council or an agent on behalf of the Council, which is from time to time engaged to perform Waste Collection Services on or to the Land, and includes all employees and sub-contractors of any such contractor.
- (o) **Register** means the register of land kept and maintained by the Registrar pursuant to the *Transfer of Land Act 1958* (Vic).

- (p) **Registrar** means the Registrar of Titles for the purpose of the *Transfer of Land Act 1958* (Vic).
- (q) **Scheme** means the Mornington Peninsula Planning Scheme or any other planning scheme which applies to the Land from time to time.
- (r) **Tax Invoice** in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.
- (s) **Waste** includes:
- household waste, refuse and rubbish;
 - recyclable materials;
 - organic and garden waste; and
 - other waste streams and hard rubbish.
- (t) **Waste Collection Facilities** means bin storage facilities and bin collection areas for the collection of Waste from the Land and each Lot, in accordance with the Waste Management Plan to the satisfaction of the Council.
- (u) **Waste Management Plan** means the Waste Management Plan prepared by Waste Tech Services Pty Ltd endorsed by Council on 7 September 2021 attached as Annexure 1 to this Agreement.
- (v) **Waste Collection Services** means services that must be provided on or to the Land and each Lot, by a Private Contractor for the collection of Waste in accordance with the Waste Management Plan to the satisfaction of the Council.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 ENDING OR AMENDING AGREEMENT

3.1 Ending or amending

This Agreement ends or may be amended in accordance with the Act.

3.2 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar under the Act to cancel or alter the recording of this Agreement on the folio of the Register to the Land.

4 OWNER'S COVENANTS

4.1 Private waste collection

The Owner covenants and agrees that on and from occupation of the development or the issue of a Statement of Compliance (whichever comes first):

- 4.1.1 in respect of the Land, Council or an agent on behalf of Council is under no obligation to, and will not at any time:

- (a) collect Waste; or
- (b) provide Waste Collection Services;

- 4.1.2 the Owner must cause Waste Collection Facilities in accordance with the Waste Management Plan to be provided to the Land, at no cost to Council, to the satisfaction of Council;
- 4.1.3 subject to clause 4.1.4, Waste Collection Services in accordance with the Waste Management Plan must be provided to the Land by a Private Contractor engaged by or on behalf of the Owner, at no cost to Council, to the satisfaction of Council; and
- 4.1.4 in the event an Owners Corporation is incorporated in respect of the Land, Waste Collection Services in accordance with the Waste Management Plan must be provided to the Land by a Private Contractor engaged by or on behalf of that Owners Corporation, at no cost to Council, to the satisfaction of Council.

4.2 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.3 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.4 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, removal, amendment and enforcement of this Agreement.

4.5 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.6 Indemnity

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

4.7 Standard of works

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

4.8 Council access

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

4.9 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.10 Owner's warranty

The Owner warrants and covenants that:

- 4.10.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.10.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under the *Transfer of Land Act 1958* (Vic);
- 4.10.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.10.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in the *Transfer of Land Act 1958* (Vic); and
- 4.10.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GOODS AND SERVICES TAX

5.1 Definitions and expressions

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

5.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

5.3 Liability to pay any GST

Subject to clause 5.1, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount (**Recipient**) must pay to the other party (**Supplier**) a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable

supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

5.1 Tax Invoice

A party's right to payment under clause 5.3 is subject to a Tax Invoice being delivered to the Recipient.

6 GENERAL

6.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 2020* (Vic), and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a statement of compliance in connection with any such plans.

6.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

6.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

6.4 Enforcement and severability

6.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

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

7 NOTICES

7.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

7.1.1 personally on the person;

7.1.2 by leaving it at the person's address set out in this Agreement;

7.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;

7.1.4 by email to the person's current email address notified to the other party; or

7.1.5 by facsimile to the person's current number notified to the other party.

7.2 Time of service

A notice or other communication is deemed served:

7.2.1 if served personally or left at the person's address, upon service;

7.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six Business Days after posting;

7.2.3 if sent by email, subject to the clause 7.2.5, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000* (Vic);

7.2.4 if served by facsimile, subject to the clause 7.2.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and

7.2.5 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

7.3 Proof of receipt of notice by email

In proving that a notice given by email has been received by the recipient, it is sufficient to produce an acknowledgement or receipt that the email has reached the recipient's email address.

8 INTERPRETATION

In this Agreement, unless the contrary intention appears:

8.1 the singular includes the plural and vice versa;

8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;

8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;

8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

8.5 words importing one gender include other genders;

8.6 other grammatical forms of defined words or expressions have corresponding meanings;

8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:

8.7.1 two or more parties; or

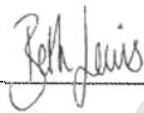
8.7.2 a party comprised of two or more persons,

is made or given and binds those parties or persons jointly and severally;

- 8.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 8.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 8.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 8.12 a reference to an authority, institution, association or body (original entity) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 8.13 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED pursuant to Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by:)
Beth Lewis)
on behalf of the **MORNINGTON**)
PENINSULA SHIRE COUNCIL pursuant to)
an Instrument of Delegation authorised by)
Resolution of the Mornington Peninsula Shire)
Council in the presence of)



[If witnessing in person and not by audio visual link, cross out the following paragraphs]

I confirm that:

- I witnessed
Beth Lewis sign
this document over audio visual link;
- I am reasonably satisfied that the
document I am signing as witness is the
same document or a copy of the
document signed by
Beth Lewis; and
- all requirements for witnessing the signing
of this document by
Beth Lewis by
audio visual link have occurred on the
same day,

in accordance with section 12 of the
Electronic Transactions (Victoria) Act 2000
(Vic) and any other prescribed requirements.



Signature of witness

Brooke Richardson

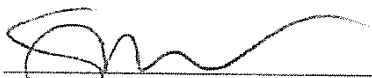
Name of witness (print)

2 Queen Street Mornington

Usual address

Date: 1 June 2023

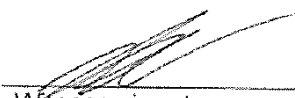
SIGNED SEALED AND DELIVERED by)
ANGELO TARANTO by their duly appointed)
attorneys STEVEN TARANTO and SAMUEL)
JOHN TARANTO who certify that they are)
authorised to execute this document under)
power of attorney dated 24 March 2021 and)
at the date of execution they have received)
no notice of revocation of the power of)
attorney in the presence of:)



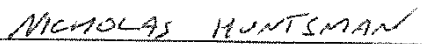
Attorney signature



Attorney name



Witness signature



Witness name

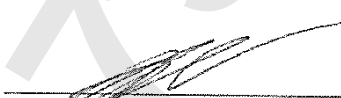
Date: 19.05.2023



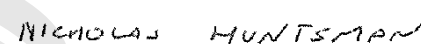
Attorney signature



Attorney name



Witness signature



Witness name

Date: 19.05.2023

11

HELENA CORNELIA TARANTO

SIGNED SEALED AND DELIVERED by)
HELENA TARANTO by their duly appointed)
attorneys STEVEN TARANTO and SAMUEL)
JOHN TARANTO who certify that they are)
authorised to execute this document under)
power of attorney dated 19 May 2023 and at)
the date of execution they have received no)
notice of revocation of the power of attorney)
in the presence of:)



Attorney signature

STEVEN TARANTO

Attorney name



Witness signature

NICHOLAS HUNTSMAN

Witness name

Date 19.05.2023



Attorney signature

SAMUEL TARANTO

Attorney name



Witness signature

NICHOLAS HUNTSMAN

Witness name

Date: 19.05.2023

MORTGAGEE'S CONSENT

NATIONAL AUSTRALIA BANK LTD as Mortgagee under Mortgage No. AU197266L which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: 3/5/2023

Executed by **NATIONAL AUSTRALIA BANK LTD**

Signature of authorised officer

Name and title of authorised officer

Witness signature

Witness name

ANNEXURE 1

(Copy of Plan Waste Management Plan)



Site Name: 1485 Frankston-Flinders Road, Tyabb

Prepared for: A + HC Taranto

ENDORSED PLAN
MORNINGTON PENINSULA PLANNING SCHEME

PLANNING PERMIT NO: P20/1384
SHEET: 17 of 17
(WMP - Pages 1 - 25 inclusive)
DATE: 07/09/2021

SIGNED: Lucy Yang

Prepared by: Lachlan Harris

WASTECH
SERVICES Pty Ltd.

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1. Introduction

Wastech Services Pty Ltd was commissioned by A + HC Taranto to prepare a waste and recycling plan associated with a proposed development to be located at 1485 Frankston-Flinders Road, Tyabb.

The development summary is given in the table below;



Residential	
1485 Frankston-Flinders Road	
Type	Quantity
Townhouses Stage 1	26
Townhouses Stage 2	11

1.1. Scope

Wastech Services will review the building layout drawings and provide a Waste Management Plan including the following:

- All recommendations and equipment shall follow council codes, BCA, Australian Standards and statutory requirements.

The results of the above analyses are outlined in the following sections.
- Calculation of weekly waste and recyclable volumes;
 - Provide recommendations for compaction, storage and transportation of waste and recyclables within the building;
 - Highlight relevant design issues that may affect the handling and movement of Waste and Recyclables within the development;
 - Include technical brochures and drawings for recommended equipment;
 - Provide recommendation for collection vehicle type;
 - Reference collection companies and/or council collection/disposal services; Provide a bound, hard copy of the report if required.

1.2. Conditions

The recommendations and estimates contained in this Waste Management Plan (WMP) have been prepared by analysing information, guidelines, documents and regulations provided by you and third parties, including local government and council bodies.

This report has been prepared using data from Mornington Peninsula Shire.

Wastech Engineering has developed the WMP with due care and skill, in reliance on information from third parties outside its control and knowledge. It does not represent or warrant that the WMP (or the information contained in it) is accurate, complete, reliable or suitable for your needs. To the maximum extent, permitted by law, Wastech Engineering excludes liability for any and all loss or damage of any kind whatsoever suffered by you or any third party arising from use of, or reliance on, the WMP or the information in it. Wastech Engineering recommends you make your own enquiries to determine if the WMP is suitable for your needs.

1.2.1. Inclusions

- On-going use of the premises. Does not include demolition or construction stages.
- Figures and calculations are based on drawings and information supplied by A + HC Taranto
- Waste volume figures are estimates only and will be influenced by the tenant, resident and operator's disposition toward waste disposal and recycling, and by the development's occupancy rate. Refer to the enclosed tables for rates and assumptions.
- A preoccupation site meeting to ensure adequate implementation of the waste management plan is required; the meeting is to occur at least a month prior to occupation.
- The owner's corporate must read, understand and be familiar with the waste management plan.

1.2.2. Exclusions

- Hard rubbish and green/garden wastes. Collection shall be arranged by the occupiers/tenants/property manager via independent contractors.

1.3. Company Profile

Wastech Engineering was established in March 1993 and provides waste management services throughout Australia. Wastech Engineering is a prominent manufacturing business with a national presence and is committed to providing professional and flexible services to the development and construction industries.



Our consultants will work with you and provide solutions for waste & recycling in a diverse range of commercial and residential premises. We work closely with business owners, operators and staff involved in the logistics required to reduce, recycle and remove garbage and recycling material from their business.

Wastech Engineering, through our products and services and extensive community involvement, promote efficient waste and recycling strategies that are cost effective, reliable and environmentally sound.

In addition, Wastech has provided over 300 waste management plans/reports for proposed developments to meet BCA and local council guidelines in the past six years.

2. Waste Management Summary

Below table summarises bin quantities and collection frequencies for the development. Refer to the enclosed calculations in the following chapter, *Calculations and Estimates*, for further details.

Stage 1	Garbage	Commingled	Unit
Weekly Volume (uncompacted)	2.08	3.12	Cubic Metres
Bin Size	1100	1100	Litres
Frequency of Collection	1	1	Per Week
Bins Required for Collection	2	3	#
Spare Bins Required	0	0	#
Total Bins Required	2	3	#

Location of bins: Shared bin store

Stage 2	Garbage	Commingled	Unit
Weekly Volume (uncompacted)	0.88	1.32	Cubic Metres
Bin Size	80	120	Litres
Frequency of Collection	1	1	Per Week
Bins Required for Collection	11	11	#
Spare Bins Required	0	0	#
Total Bins Required	11	11	#

Location of bins: Within each property

The bins are assigned to be collected from the following collection point(s):

Residential	Stage 1	Stage 2
Collection Point 1	●	
Collection Point 2		●

Location of Collection Point 1: Shared bin store
Location of Collection Point 2: Rear Laneway of each property

3. Calculations and Estimates

3.1. Generated Waste Estimates

The enclosed waste estimates for each of the various waste streams, expressed in cubic metres per week, are summarised in the table(s) below and are based on the numbers presented in the introduction chapter (development summary data). Commingled recycling incorporates glass, HDPE, and PET containers, paper and cardboard.

Days of operation for residential dwelling types are set to seven days per week.

Residential: Stage 1	Garbage rate /dwelling type	Total Garbage Generated	Commingled rate/dwelling type	Total Commingled Generated
Type	m³/week	m³/week	m³/week	m³/week
Townhouses Stage 1	0.08	2.08	0.12	3.12
Total (Uncompacted)	-	2.08	-	3.12

Residential: Stage 2	Garbage rate /dwelling type	Total Garbage Generated	Commingled rate/dwelling type	Total Commingled Generated
Type	m³/week	m³/week	m³/week	m³/week
Townhouses Stage 2	0.08	0.88	0.12	1.32
Total (Uncompacted)	-	0.88	-	1.32

3.2. Bins Required

The number of bins required is detailed in the table below;



Residential	Garbage Bins	Commingled Bins	Total Bin Area Required
Unit	Qty	Qty	m ²
Bin Size	1100L	1100L	-
Stage 1	2	3	6.58
Bin Size	80L	120L	-
Stage 2	11	11	0.48 (Per unit)
Total Bins Required	2 x 1100L 11 x 80L	3 x 1100L 11 x 120L	

4. Residential Waste Management

4.1. Waste Streams

Waste shall be sorted on-site by the tenants, visitors and staff into the following streams and associated bins:

- Garbage; and
- Recycling (Glass, PET, aluminium, steel, HDPE and Paper/Cardboard)
- Green Waste (Garden)

The bins will have the below colour(s):

Bin type	Colour
Garbage	Dark green lid with dark green body
Recycling	Yellow lid with dark green body

4.1. Garbage Disposal

Residential apartments shall be furnished with plastic lined under bench storage bins, with a minimum capacity of 20 litres, for the temporary holding of garbage waste.

Stage 1: Residents in townhouses shall dispose of bagged garbage directly into their 1100L bin stored within the shared bin area.

Stage 2: Residents in townhouses shall dispose of bagged garbage directly into their 80L bin stored within the property.

4.2. Recycling Disposal

Residential apartments shall be furnished with under bench storage bins, with a minimum capacity of 35 litres, for the temporary holding of recyclable waste. Containers are to be rinsed and cardboard flattened prior to disposal.

Stage 1: Residents in townhouses shall dispose of commingled recycling directly into their 1100L bin stored within the shared bin area.

Stage 2: Residents in townhouses shall dispose of commingled recycling directly into their 120L bin stored within their property.

4.3. Waste Collection

4.3.1. Collection Point 1 – Shared Bin Store

The collection of waste and recycling bins is to be performed by a private contractor. Once per week garbage and recycling collections are expected.

Prior to collections: The body corporate shall prepare garbage bins for collection and coordinate with collection vehicle arrival so that vehicle access into the loading dock is not impeded.

During collections: Waste and recycling shall be collected directly from the shared bin store. The collection contractor will enter the development via Stella Avenue. Bins will be transferred to the rear of the collection vehicle for emptying. Emptied bins will then be returned to the shared bin store by the contractor after collections have been completed.

A Medium Rigid Vehicle is expected to perform collection.

4.3.2. Collection Point 2 – Rear Laneway

The collection of waste and recycling bins is to be performed by a private contractor. Once per week garbage and recycling collections are expected.

Each resident will be responsible for transferring their own garbage and recycling bin for collection from their storage area to the rear laneway of their property. Bins shall be presented the evening prior to the day of collection and returned to their original storage points once collections have been completed.

A Medium Rigid Vehicle is expected to perform collection.

5. Waste Minimization Strategies

The operator (Body Corporate) will be responsible for the education of tenants, staff and general public in the practices of waste reduction/minimisation to divert waste from landfill. This will be achieved by the following:



Document and distribute details of the waste management system that is in place on site to residents and/or staff.

Distribution of notices to all residents and/or staff encouraging waste separation and waste reduction.

All bins to be labelled and colour coded stating types of waste that can be deposited i.e. paper/cardboard bins, container recycling bins, garbage bins. Signage and usage labels for the garbage and recycling bins will be provided by the operator of the premises.

Any future change to regulatory requirements or to the developments' waste generation rates will require the operator to conduct a waste audit and revise the waste management system that is in place accordingly.

6. Recommendations & Additional Information

The sizing and selection of bins have been chosen to reflect average waste and recycling generation rates. For seasonal peaks throughout the year, we advise you incorporate an additional 25% buffer, or provide an additional scheduled 'at-call' service in peak periods.

Items unsuitable for disposal via garbage or recycling bins would need to be disposed with the assistance of the building manager; this would include large, heavy, and liquid waste items.

To minimise security, vandalism, odour/visual impact, and health/safety issues, the following shall be implemented:

- Transferring waste and shifting bins shall require the minimum possible manual handling. The operator will assess manual handling risks as per regulatory requirements and provide appropriate documentation to the building manager.
- Signage and usage labels for the garbage and recycling bins will be provided by the operator.
- The bin storage room will be adequately lighted, be secure and vermin proof.
- The staff shall keep the bin enclosures clean, wash bins when needed.
- The building manager will monitor bins and adjust collection frequencies as required.
- The operator of the proposed development shall source and enter into a service agreement for waste collection services. The operator will be responsible for all payments and costs associated with the waste collection service provided by the collection contractor.

The area calculated for bin storage does not include circulation space. An additional 50% of the area calculated will be required as a minimum for bin storage and circulation.

6.1. Impact Reduction

The main annoyance produced by domestic refuse collections occurs in the early morning (in other words, before 7 am). Therefore, if possible, routes should be selected to provide the least impact on residential areas during that time.

Collection of refuse should follow the following criteria:

- Collections occurring once a week should be restricted to the hours 6 am — 6 pm Monday to Saturday.
- Collections occurring more than once a week should be restricted to the hours 7 am — 6 pm Monday to Saturday.
- Compaction should only be carried out while on the move.
- Bottles should not be broken up at the point of collection.
- Routes that service entirely residential areas should be altered regularly to reduce early morning disturbance.

Noisy verbal communication between operators should be avoided where possible.

7. Contact Information

Wastech Engineering

(Waste Equipment Designer & Manufacturer)
33 Wedgewood Road, Hallam VIC 3803
T: 03 8787 1600
info@wastech.com.au

SUEZ

(Private Waste Collector)
64-84 Waterview Close,
Hampton Park, VIC 3976
T: 8795 2000

VISY Waste Management Integrated Solutions

(Private Waste Collector)
Lot 2, 46-48 Dohertys Road,
Laverton, VIC 3025
T: 03 9369 7477

Cleanaway

(Private Waste Collector)
Head Office
Level 4, 441 St Kilda Road
Metro Vic (South East), VIC, 3004
T: 13 13 39

Citywide Service Solutions Pty. Ltd.

(Waste Contractor)
294 Arden Street
North Melbourne, VIC, 3051

Mornington Peninsula Shire

Mornington Peninsula Shire Private Bag 1000,
Rosebud, Victoria, 3939
(03) 5950 1000

Veolia Environmental Services

(Private Waste Collector)
Level 1, 85 Buckhurst St,
South Melbourne, VIC, 3205
T: 132 955

Orora

(Private Waste Collector)
60-72 Harcourt Road
Altona, VIC, 3018
T: 1800 819 000

Haulaway

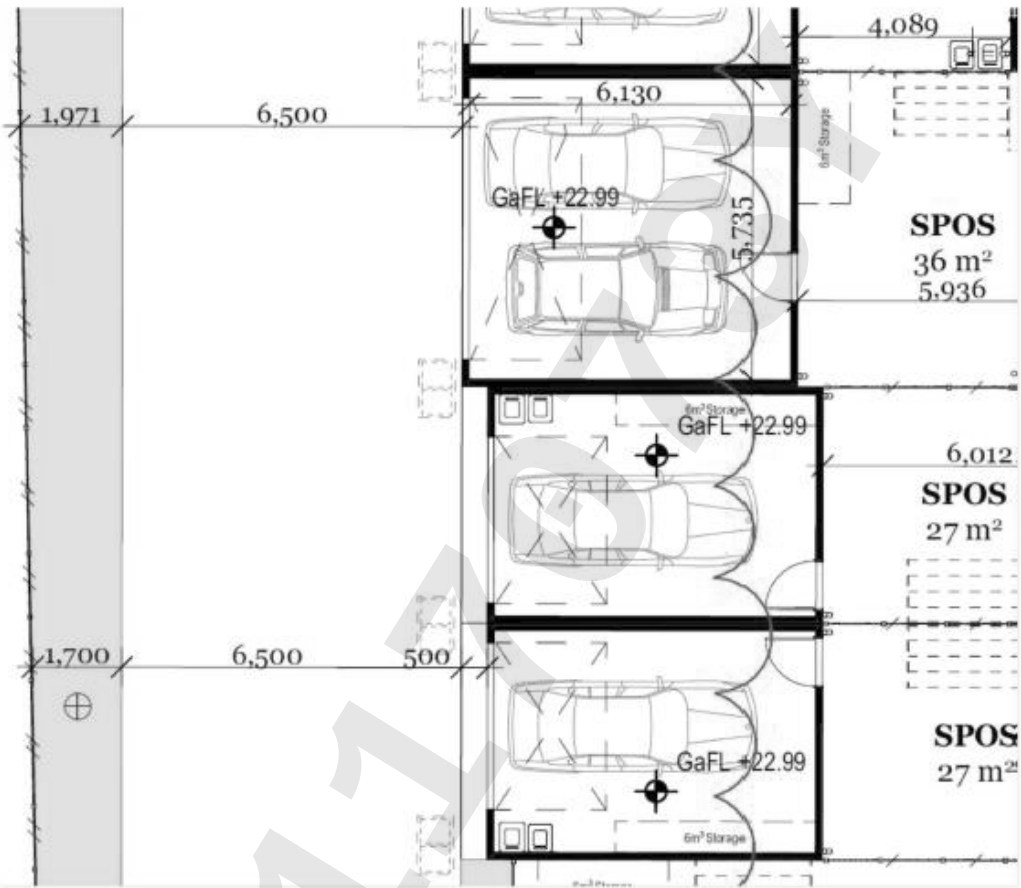
(Private Waste Collector)
1-7 Souffi Place
Dandenong South, VIC, 3175
T: 03 9706 5489

8. Appendices

Waste Storage Drawing - Stage 1



Waste Storage Drawing - Stage 2

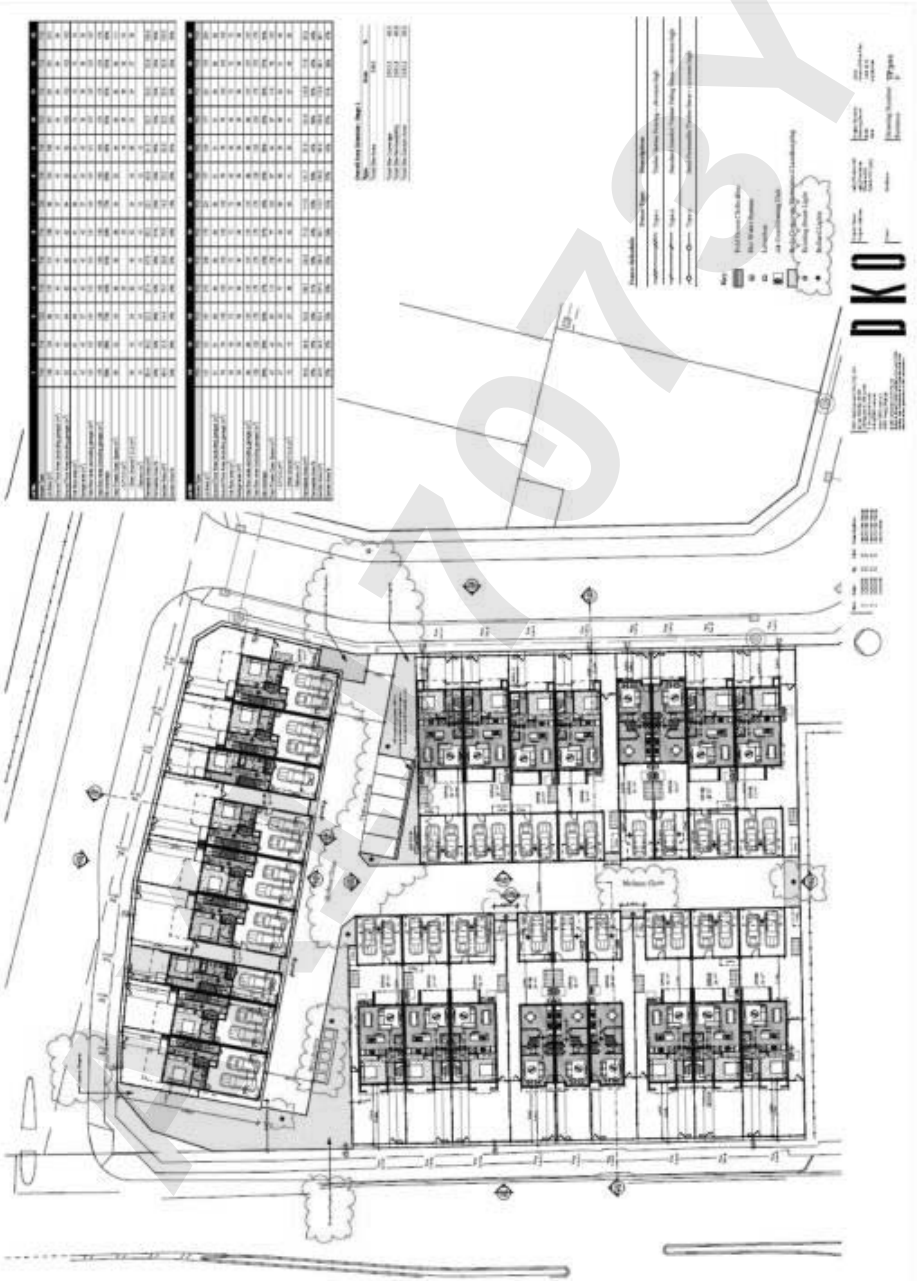


Ground Floor Plan – Stage 1

AX117073Y

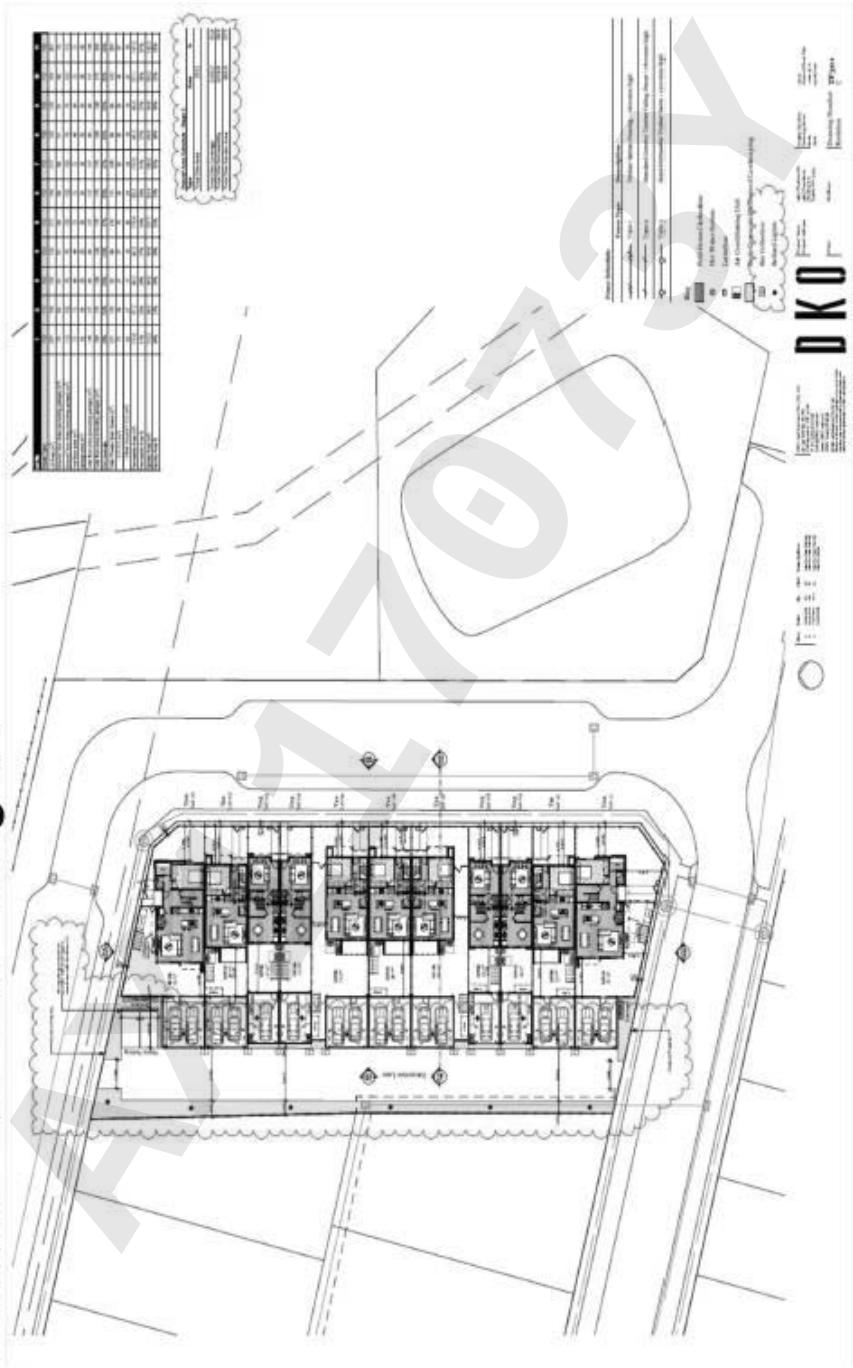
Prepared by: Lachlan Harris





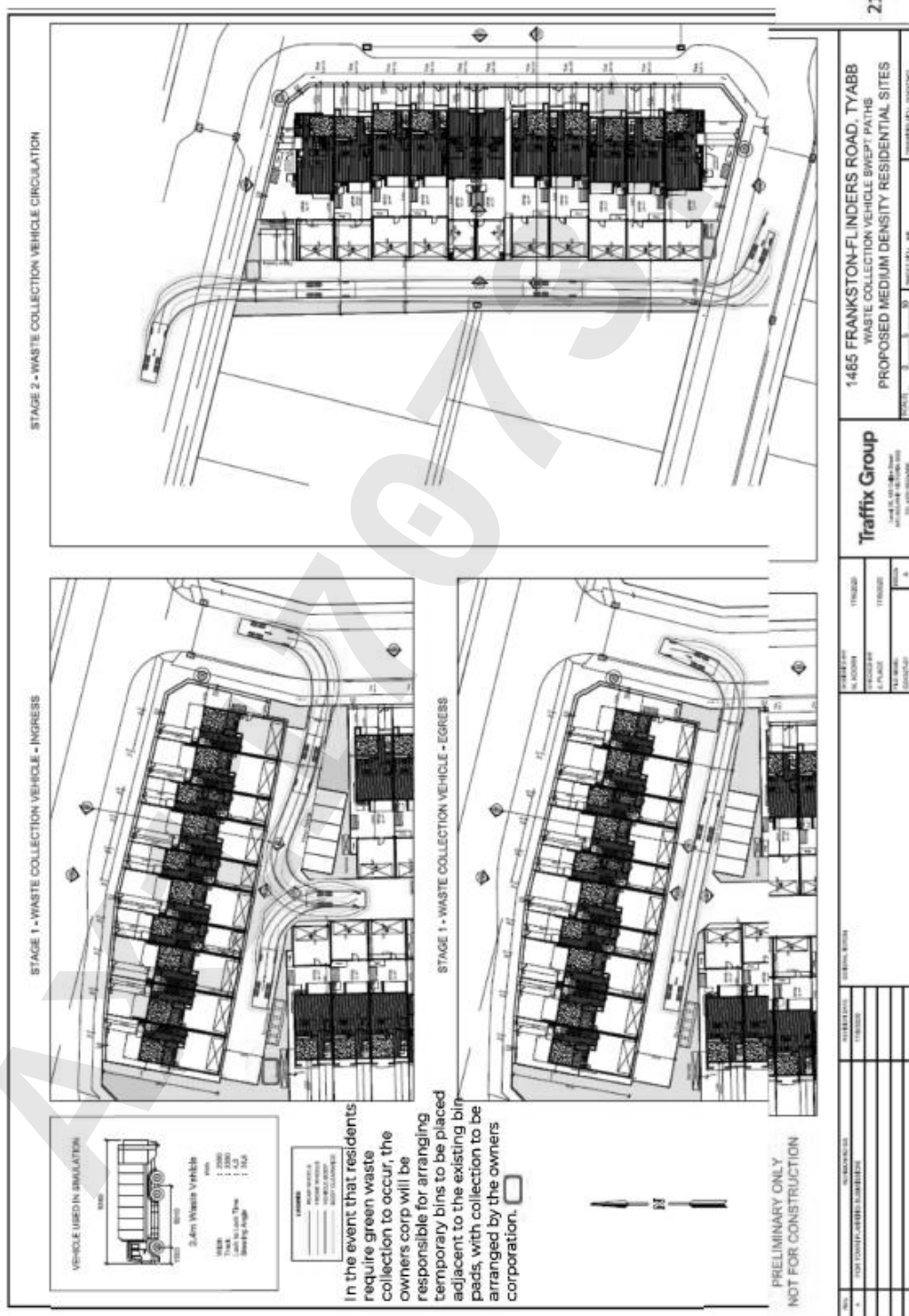
Wastech Waste Management Plan

Ground Floor Plan - Stage 2



Wastech Waste Management Plan

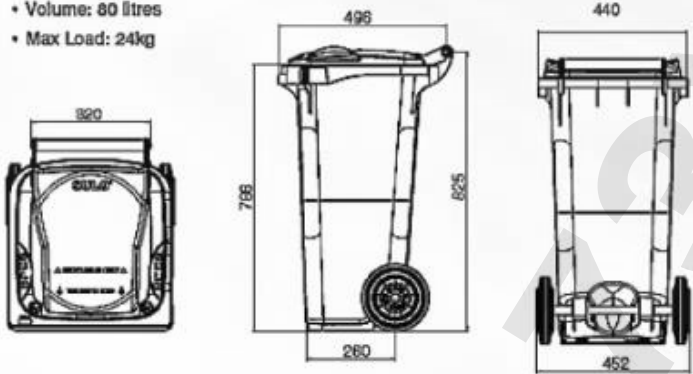
Swept Paths



80L Bin

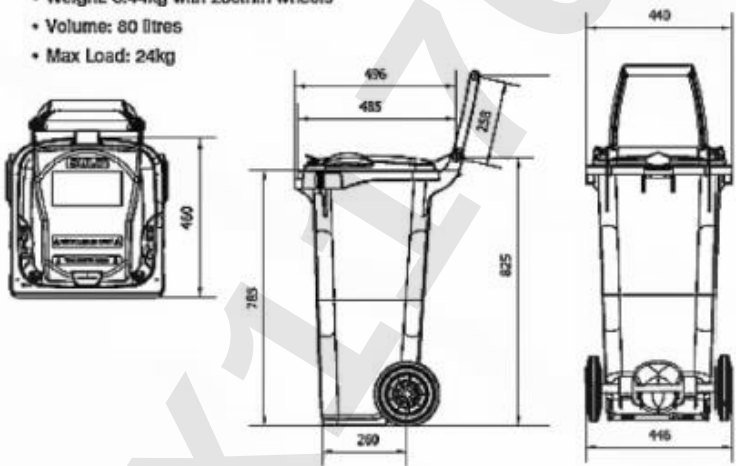
80 litre Standard

- Weight: 6.19kg with 200mm wheels
- Volume: 80 litres
- Max Load: 24kg



80 Litre Retro bin with extension handle

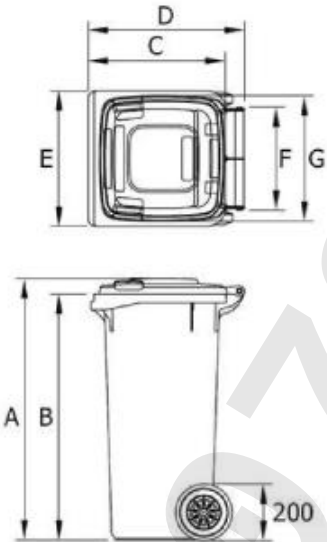
- Weight: 6.44kg with 200mm wheels
- Volume: 80 litres
- Max Load: 24kg



Prepared by: Lachlan Harris



120L Bin



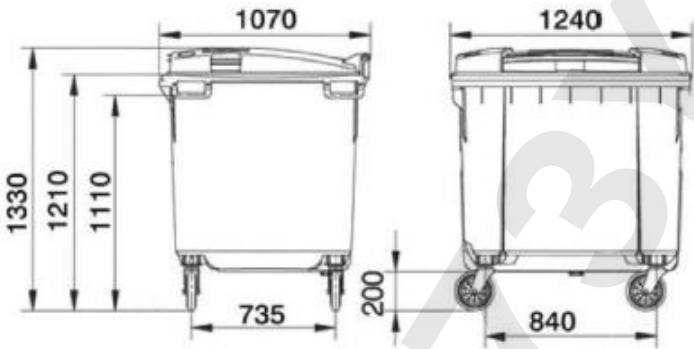
Dimensions - Weights - Standards

- Nominal volume: 120 litres
 - Net weight: approx 9.3 kg
 - Max load: 48 kg
 - Permitted total weight: 60 kg
- | | | | | | |
|-----|--------|-----|--------|-----|--------|
| ■ A | 930 mm | ■ D | 545 mm | ■ G | 480 mm |
| ■ B | 870 mm | ■ E | 480 mm | | |
| ■ C | 480 mm | ■ F | 335 mm | | |

Material

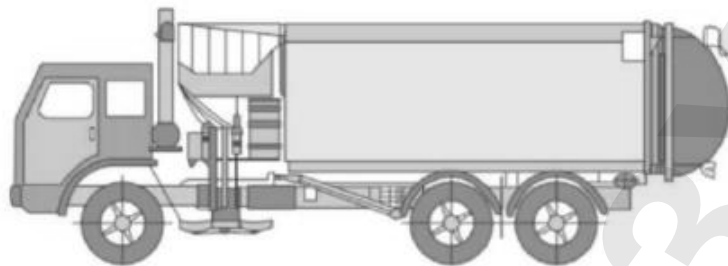
- Polymer components:
 - Injection moulded from specially designed HDPE
 - Resistant to decay, frost, heat and chemicals
 - Special UV-stabilisation provides excellent ageing characteristics
- Corrosion resistant steel axle
- Noise reduction:
 - Quiet-running solid rubber tyres
 - Tight-fitting axle
- Long service life:
 - High quality materials
 - Most advanced manufacturing processes
 - Withstands exposure to high mechanical stress levels
- Recycling:
 - All container parts are recyclable

1100L Bin



Dimensions - Weights - Standards		Material
■ Nominal volume:	1100 litres	■ Polymer components:
■ Net weight:	approx. 65 kg	□ Injection moulded from specially designed HDPE
■ Max. load:	440 kg	□ Resistant to decay, frost, heat and chemicals
■ Permitted total weight:	510 kg	□ Special UV-stabilisers provide excellent ageing characteristics
		■ Corrosion resistant steel components
		■ Noise reduction:
		□ Wheel assemblies with solid rubber tyres
		■ Long service life:
		□ High quality materials
		□ Excellent manufacturing processes
		□ Withstands exposure to high mechanical stress levels
		■ Recycling:
		□ All container parts are recyclable

MRV Collection Vehicle



Side-loading collection vehicle	
Length overall	9.64m
Front overhang	1.51m
Wheelbase	5.20m
Rear overhang	2.93m
Turning circle kerb to kerb	17.86m
Turning circle wall to wall	20.56m
Front of vehicle to collection arm	3.8m
Maximum reach of side arm	3.0m
Travel height	3.63m
Clearance height for loading	3.9m

This is the most commonly used vehicle for domestic garbage and recycling collections. It is only suitable for collecting MGBs up to 360 litres in size.

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

📞 mormpen.vic.gov.au

📞 1300 850 600 (local call, fees apply)



032-3913 (25939)

B C J Dillimore-Knelange &
A N Brewer
5/1485 Frankston-Flinders Road
TYABB VIC 3913

Property details

5/1485 Frankston-Flinders Road TYABB VIC 3913
Lot 22 PS 846197 Vol 12499 Fol 992

Site Value:

\$84,000

Capital improved value

\$565,000

Net annual value

\$28,250

AVPCC

121 - Residential

Financial details

Residential Improved Rate	0.0013230 x CIV	\$747.45
Waste Service Charge		\$406.00

Total Shire rates and charges		\$1,153.45
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Fire Service Levy Residential Fixed		\$132.00
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Fire Service Levy Residential Variable	0.000087 x CIV	\$49.15
--	----------------	---------

Total State Government Fire Levy		\$181.15
---	--	-----------------

Balance due		\$1,334.60
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2024-25

Rates and Valuation Notice



MORNINGTON
PENINSULA
Shire

Property number

153273

Total amount due

\$1,334.60

Arrears (due immediately)

\$0.00

Current payable

\$1,334.60

Instalments

1st	\$148.20	Due 16/09/2024
2nd	\$148.30	Due 15/10/2024
3rd	\$148.30	Due 15/11/2024
4th	\$148.30	Due 16/12/2024
5th	\$148.30	Due 15/01/2025
6th	\$148.30	Due 17/02/2025
7th	\$148.30	Due 17/03/2025
8th	\$148.30	Due 15/04/2025
9th	\$148.30	Due 15/05/2025

**You are on a direct debit
plan, please do not pay**

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.
📞 mormpen.ezybill.com.au

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

Property owners:

B C J Dillimore-Knelange, A N Brewer

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.



VISA



Scan the QR code on your phone or visit rates.mormpen.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: 1532739

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



Billcode: 20537
Ref no: 4001532739

BPAY® this payment via Internet or
phone banking.



*3064 1532739



2024-25
waste voucher
Non-transferable.
Expiry: 30/09/2025
MOR24U7XY100631440



2024-25
waste voucher
Non-transferable.
Expiry: 30/09/2025
MOR24U7XY100631440



2024-25
waste voucher
Non-transferable.
Expiry: 30/09/2025
MOR24U7XY100631440



2024-25
waste voucher
Non-transferable.
Expiry: 30/09/2025
MOR24U7XY100631440

Walsh Conveyancing C/- Triconvey
(Reseller)
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 5 LOT 22 1485 FRANKSTON
FLINDERS ROAD TYABB 3913
22 PS 846197

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03C//01968/00168	LANDATA CER 75647461-030-5	28 JANUARY 2025	48489411

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/01/2025 to 31/03/2025	\$21.79
Melbourne Water Corporation Total Service Charges	01/01/2025 to 31/03/2025	\$30.52

(b) By South East Water

Water Service Charge	01/01/2025 to 31/03/2025	\$22.58
Sewerage Service Charge	01/01/2025 to 31/03/2025	\$98.05
Subtotal Service Charges		<u>\$172.94</u>
TOTAL UNPAID BALANCE		\$172.94

- The meter at the property was last read on 04/12/2024. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$0.80 per day**

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

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- 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:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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.

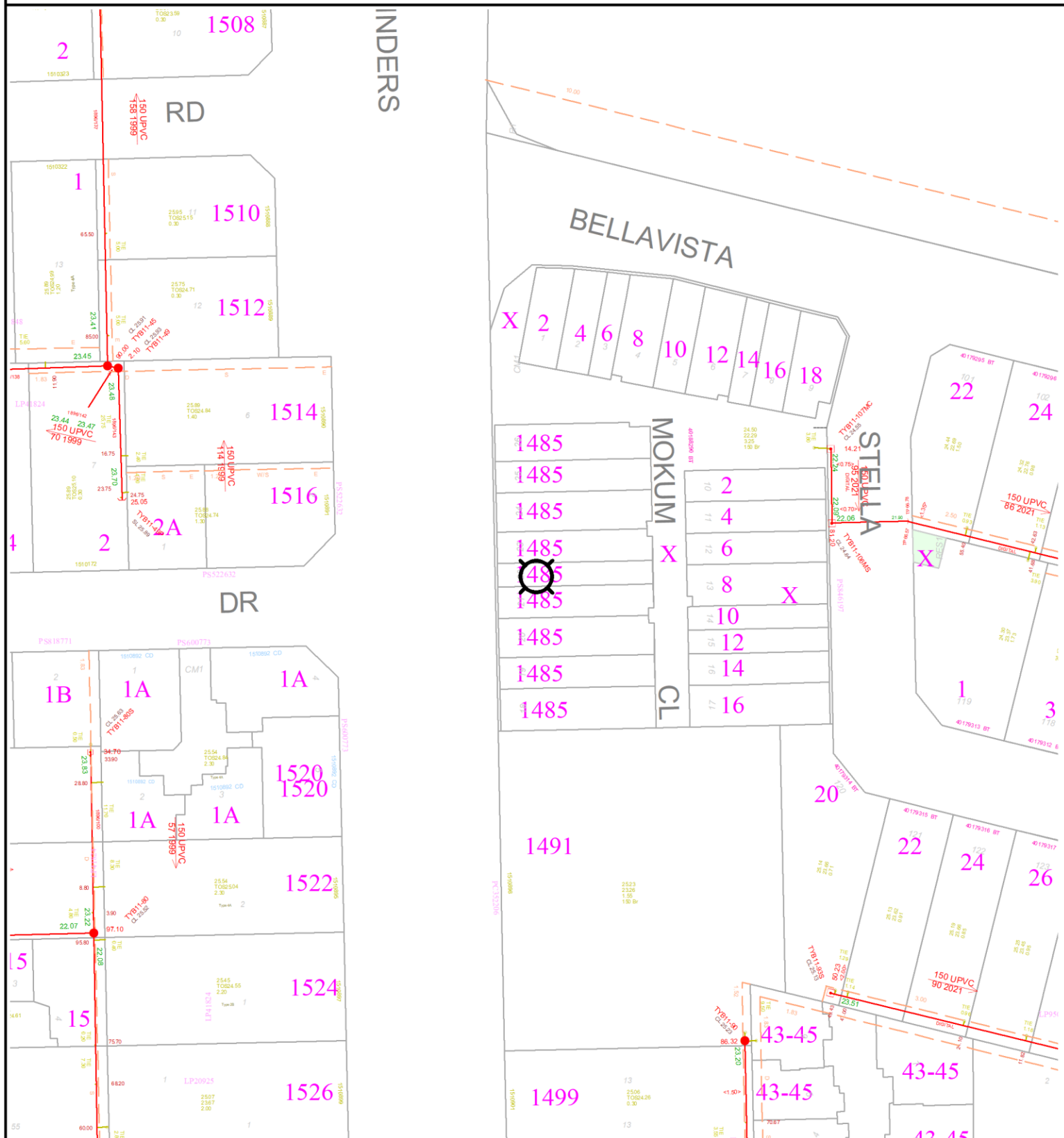
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

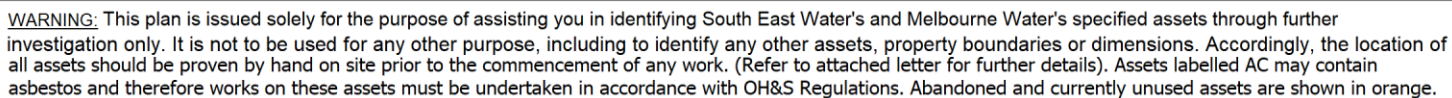
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



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

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

Date: 28JANUARY2025



 Hydrant
 Fireplug/Washout
 ~ 1.0 Offset from Boundary



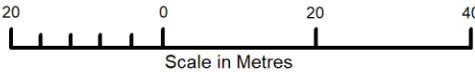
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

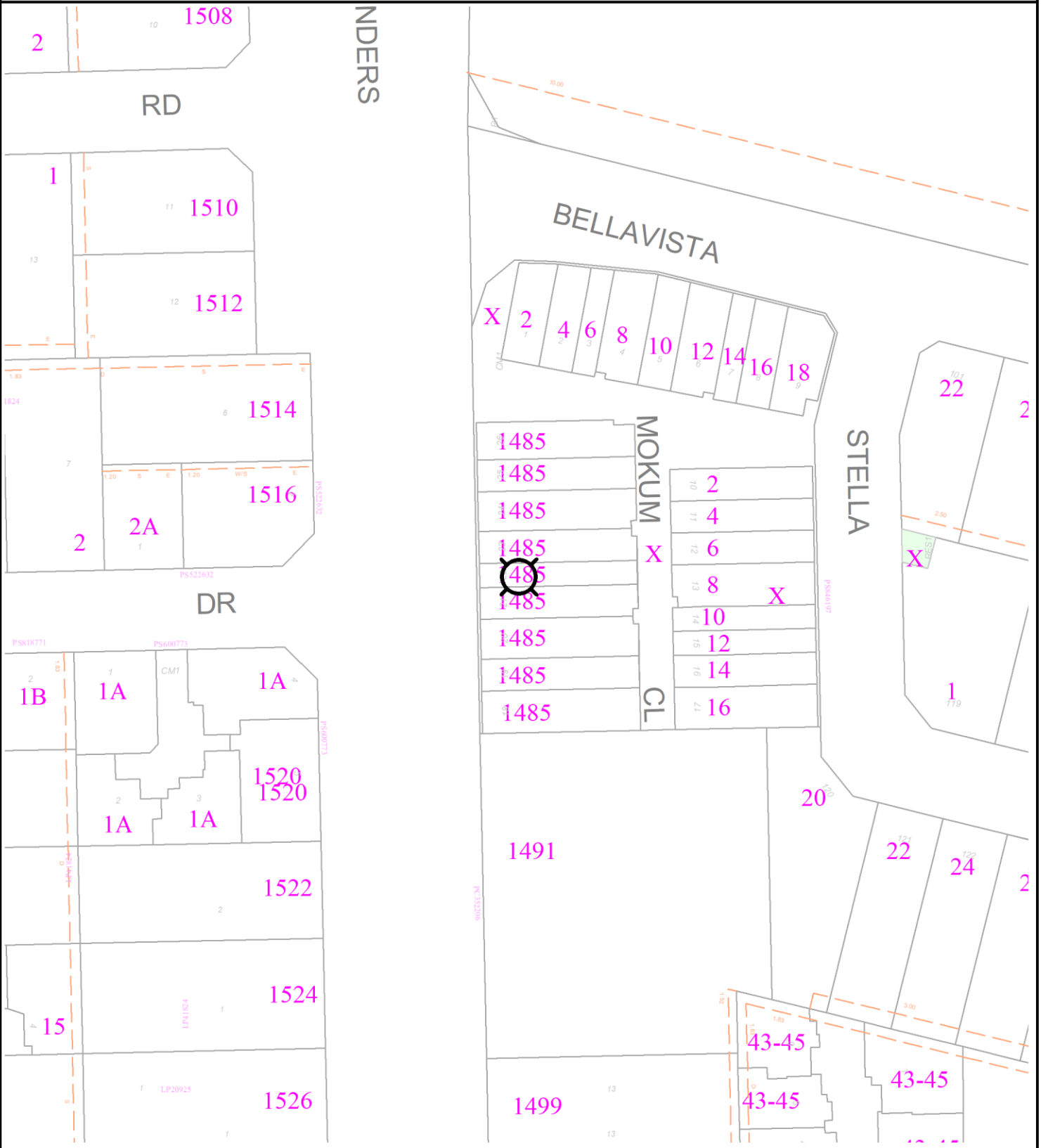
Property: Lot 22 UNIT 5 1485 FRANKSTON FLINDERS ROAD TYABB 3913



Case Number: 48489411



Date: 28JANUARY2025



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.

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

Property Clearance Certificate

Land Tax



INFOTRACK / WALSH CONVEYANCING

Your Reference:	24/4379
Certificate No:	82422882
Issue Date:	28 JAN 2025
Enquiries:	ESYSPROD

Land Address: UNIT 5, 1485 FRANKSTON-FLINDERS ROAD TYABB VIC 3913

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50190182	22	846197	12499	992	\$0.00

Vendor: AMY DILLIMORE (FORMERLY BREWER) & BRYLEY DILLIMORE-KNELANGE
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR BRYLEY CHARLES JOSEPH DILLIM	2025	\$84,000	\$0.00	\$0.00

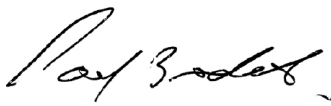
Comments: Property is exempt: LTX Principal Place of Residence.

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

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$565,000
SITE VALUE (SV):	\$84,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 82422882

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$84,000

Calculated as \$500 plus (\$84,000 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,650.00

Taxable Value = \$565,000

Calculated as \$565,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 82422882

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 82422882

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / WALSH CONVEYANCING

Your Reference:	24/4379
Certificate No:	82422882
Issue Date:	28 JAN 2025
Enquires:	ESYSPROD

Land Address: UNIT 5, 1485 FRANKSTON-FLINDERS ROAD TYABB VIC 3913

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50190182	22	846197	12499	992	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
121	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$565,000
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SITE VALUE:	\$84,000
--------------------	----------

CURRENT CIPT CHARGE:	\$0.00
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Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 82422882

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / WALSH CONVEYANCING

Your Reference:	24/4379
Certificate No:	82422882
Issue Date:	28 JAN 2025

Land Address:	UNIT 5, 1485 FRANKSTON-FLINDERS ROAD TYABB VIC 3913				
Lot	Plan	Volume	Folio		
22	846197	12499	992		
Vendor:	AMY DILLIMORE (FORMERLY BREWER) & BRYLEY DILLIMORE-KNELANGE				
Purchaser:	FOR INFORMATION PURPOSES				
WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 82422882

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 82422882 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 82422882 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 28/01/2025 04:58:01 PM

OWNERS CORPORATION 1
PLAN NO. PS846197J

The land in PS846197J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 26.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 2 428 LITTLE BOURKE STREET MELBOURNE VIC 3000

PS846197J/S3 08/09/2023

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. OC059515J 25/08/2023

Additional Owners Corporation Information:

PS846197J 25/08/2023

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	12	10
Lot 2	13	10
Lot 3	11	10
Lot 4	13	10
Lot 5	12	10
Lot 6	13	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/01/2025 04:58:01 PM

OWNERS CORPORATION 1
PLAN NO. PS846197J

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	12	10
Lot 9	12	10
Lot 10	14	10
Lot 11	14	10
Lot 12	14	10
Lot 13	15	10
Lot 14	11	10
Lot 15	12	10
Lot 16	13	10
Lot 17	14	10
Lot 18	13	10
Lot 19	14	10
Lot 20	14	10
Lot 21	12	10
Lot 22	11	10
Lot 23	10	10
Lot 24	14	10
Lot 25	14	10
Lot 26	14	10
Total	331.00	260.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

03/02/25

INFOTRACK MELBOURNE
LEVEL 5, NORTH TOWER, 459 COLLINS STREET
MELBOURNE, VIC, 3000

Dear Sir/Madam

RE: PLAN OF SUBDIVISION NO. 846197J
1485 FRANKSTON-FLINDERS ROAD, TYABB
ABN: 18896092047
Lot: 00022
Address known as: UNIT 5, 1485 FRANKSTON-FLINDERS ROAD, TYABB
OWNER: B C J Dillimore-Knelange & A N Brewer

The following details are provided pursuant to your request for information under the Owners Corporations Regulations 2018 - Regulations 15, 16 & 17 and Owners Corporations Act 2006 - Section 151.

1. Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently \$430.00 per quarter paid to 31/01/25. No GST is included within this contribution.

The contribution payable to the Maintenance Fund is currently \$0.00.

Arrears are as follows:

Admin Fund: 1/2/2025 to 30/4/2025	\$430.00	Interest:	\$0.00
Maintenance Fund:	\$0.00	Other Arrears:	\$0.00

TOTAL ARREARS ARE: \$430.00 as at 03/02/2025.

2. Special Levies

Insurance Endorsement Amount: \$131.00 Due: 24/2/2025 Levy is not paid

Default interest is applied to overdue levies.

The Owners Corporation has performed, or is about to perform, the following repairs, maintenance or other work or act which may incur additional charges to those set out above:

Please refer to Minutes of Corporation Meetings and other enclosures for other known liabilities.

3. Insurance Details

Please refer to the attached Certificate of Currency / Certificate of Insurance.

The members of the Owners Corporation have NOT resolved that the members must arrange their own insurance cover.

4. Financial Status of the Owners Corporation

The corporation's funds are maintained in a bank account at Macquarie Bank Limited.

The fund currently stands to the credit of:

Administrative Fund	\$10,119.35CR
Maintenance Fund	\$0.00

5. Owners Corporation Liabilities

Details of any Owners Corporation liabilities in addition to any such liabilities specified in the Financial Status of the Lot Owner: Not Applicable

6. Details of Owners Corporations Current Agreements, Leases, Licences & Contracts

The Owners Corporation has not granted any lease or licence, or has any agreements affecting the common property except for the following;

6.1 Management agreement with Whittles Australia Pty Ltd for the provision of strata management services.

6.2 Nation Wide Waste- Private Waste Collection Agreement (copy can be provided upon request).

7. Service to Members and Occupiers

The Owners Corporation has not made any agreement to provide services to members and occupiers and the public.

8. Details of Notices or Orders Served on the Owners Corporations

No notices or orders have been served on the Owners Corporation in the last 12 months.

9. Details of Legal Proceedings

There are no known legal proceedings known at this time to which the Owners Corporation is a party.

10. Appointed Manager

The Owners Corporation has resolved to appoint Whittles Australia Pty. Ltd., Level 1, 664 Mountain Highway, Bayswater, Victoria 3153 as manager.

11. Administrator

An administrator has not been appointed for the Owners Corporation and there has been no proposal for the appointment of an administrator.

12. Enclosures

- Minutes of the most recent Annual General Meeting
- Owners Corporation Rules
- Owners Corporation Rules - Stage 1A,1B,1C
- Owner Statement
- Certificate of Currency / Certificate of Insurance
- Prescribed statement in Schedule 3

13. Records

The corporation's records of accounts, minutes and other prescribed documentary material are available for inspection at our offices at Level 1, 664 Mountain Highway, Bayswater, Victoria 3153 during normal working hours.

14. Special Notes

Information to all Lots - No information

Specific Information relating to Lot 22 - No information

Conveyancers should note that it is the Lot holder's legal responsibility to notify the Owners Corporation immediately of a change in ownership, change in address of the owner or change in occupancy of the Lot.

This statement is issued on the basis that any payment by the Lot holder by cheque or otherwise will be honoured at the first presentation.

This statement does not take into account any decisions or transactions of the Corporation at or subsequent to its issue.

The details provided are, to the best of our knowledge, accurate to this date. Conveyancers/Solicitors are advised to obtain a written update prior to settlement, at the prescribed fee as per the Owners Corporation Act.

Payment of Owners Corporation Contributions or Special Levy at time of settlement via PEXA can be paid as per the below BPAY details:

BPAY BILLER CODE: 96503

Reference: 2647800650228

Executed for and on behalf of PLAN OF SUBDIVISION NO. 846197J



Signature

Laura Pentland
Strata Manager

WHITTLES AUSTRALIA PTY LTD (ABN 78 139 486 678)

On behalf of the Corporation 03/02/2025

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED

TO: Whittles
PO Box 2110, Bayswater Village LPO, VIC 3153

info.bayswater@whittles.com.au

SETTLEMENT DATE: ___ / ___ / ___

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1:	Purchaser 2:
_____	_____
First & Second Names	First & Second Names
_____	_____
Surname	Surname

(All names IN FULL)

TELEPHONE NUMBERS:

HOME:	WORK:
_____	_____
MOBILE:	EMAIL:
_____	_____

CORRESPONDENCE TO BE FORWARDED:

ACCOUNTS TO BE FORWARDED:

BROKER:
InfoTrack Melbourne
LEVEL 5, NORTH TOWER, 459 COLLINS STREET, MELBOURNE

PLAN OF SUBDIVISION NO. 846197J
1485 FRANKSTON-FLINDERS ROAD, TYABB
Lot: 00022
OWNER: B C J Dillimore-Knelange & A N Brewer

TAX INVOICE

03/02/2025

Whittles Australia Pty Ltd
ABN 78 139 486 678
PO Box 2110
Bayswater Village LPO VIC 3153

InfoTrack Melbourne
LEVEL 5, NORTH TOWER
459 COLLINS STREET
MELBOURNE VIC 3000

DESCRIPTION: Searching and completing document for provisions of
Section 151 of the Owners Corporations Act 2006, Lot : 00022 at
1485 FRANKSTON-FLINDERS ROAD, TYABB

PLAN OF SUBDIVISION NO. 846197J

FEE:	As prescribed	\$157.41	PAID
	Plus 10% GST	\$15.74	PAID
TOTAL		\$173.16	PAID
DUE:			

OWNER: B C J Dillimore-Knelange & A N
Brewer

With Compliments

Schedule 3

Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into, you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY
DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION
YOU SHOULD SEEK EXPERT ADVICE.



Strata and Community Title Services

16 October 2024

Dear Owner,

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for PLAN OF SUBDIVISION NO. 846197J 1485 Frankston-Flinders Road, TYABB, VIC, 3913

Management and staff appreciate your confidence in appointing Whittles as your Owner Corporation for the coming year, and assure you of our diligent and professional attention to the Corporation's affairs.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Laura Pentland
Strata Manager

**Minutes of the Annual General Meeting
PLAN OF SUBDIVISION NO. 846197J**

Meeting Date	16 October 2024							
Meeting Location	Video/Teleconference							
Time	11:00 AM	Closed: 11:45 AM						
Lots Represented	<table><tr><td>Lot 00014</td><td>C D Hartung & B J Doman</td><td>Owner present</td></tr><tr><td>Lot 00026</td><td>M L Bevan</td><td>Owner present</td></tr></table>		Lot 00014	C D Hartung & B J Doman	Owner present	Lot 00026	M L Bevan	Owner present
Lot 00014	C D Hartung & B J Doman	Owner present						
Lot 00026	M L Bevan	Owner present						
Chairperson	It was agreed that Laura Pentland, Strata Manager, would assist by conducting the meeting							
Additional Attendees	Laura Pentland representing Whittles Australia Pty Ltd							
Apologies	Nil							

Quorum

The Strata Manager declared that a quorum was not present and advised that the meeting under Section 98 of The Owners Corporation Act 2006 may proceed with all Ordinary resolutions passed at the meeting being adopted as Interim Resolutions. It was noted that in accordance with The Owners Corporation Act 2006, (herein referred to as the "Act") interim resolutions of the Owners Corporation become resolutions of the owners corporation 29 days from the date of the interim resolutions. (S. 78(4)(a)).

Item 1**Declaration of Interest (Advice)**

All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.

Motion 2**Minutes & Business arising from the Previous Meeting(s)****Ordinary Resolution**

It was resolved that the minutes of the last Inaugural General Meeting held on Wednesday 16 August 2023 and sent to all owners be accepted as a true and correct record of the proceedings of that meeting.

Motion CARRIED.

Motion 3**Strata Managers Report****Ordinary Resolution**

It was resolved that the report from the Strata Manager, as circulated to all lot owners, was discussed and accepted by the meeting.

Motion CARRIED.

Motion 4**Financial Statement(s) Review****Ordinary Resolution**

It was resolved that the unaudited Statement of Accounts for the financial year ended 31 JUL 2024 which have been circulated to all members, is accepted.

Motion CARRIED.

Motion 5**Manager Appointment****Ordinary Resolution**

The Strata Manager explained that the Owners Corporation may appoint a person to assist the Office Bearers and that Whittles provides a complete package of Owners Corporation administration and building management services. These services include maintaining precise records, aided by a comprehensive advanced computerised accounting system, which enables the affairs of the Owners Corporation to be updated daily.

Common property and building maintenance, repairs and replacements are carried out by contract tradespersons. Any such works of a significant nature will be referred to contractors for competitive quotations which when received will be referred to the Owners Corporation for a decision.

The duties of the appointed Strata Manager are to conduct general and committee meetings of the Owners Corporation, to keep proper records including a record of accounts and presentation of a financial statement, effect insurance policies and process claims and deal with all requests for information lodged under Section 151 of the Owners Corporations Act 2006.

It was resolved that the Owners Corporation under sections 82 and 119 of the Owners Corporations Act 2006:

- i. to appoint Whittles Australia Pty Ltd as its Manager to supply Services,
- ii. to make the appointment for a Term of Twelve (12) months, being from the 1 AUG 2024 to 31 JUL 2025 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,
- iii. to authorise limited powers to Whittles Australia Pty Ltd,
- iv. to agree to pay Service Fees to Whittles Australia Pty Ltd,
- v. to acknowledge the Disclosures by Whittles Australia Pty Ltd, and
- vi. to execute by a member the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Australia Pty Ltd, and
- vii. that termination of the strata manager's appointment may be determined only by ordinary resolution of the respective Owners Corporation at a general meeting.

The Services Agreement is available for viewing at whittles.com.au using your owner login.

Motion CARRIED.

Motion 6		
Election of Chairperson	Ordinary Resolution	
It was resolved that the following owners would act as Chairpersons of the Owners Corporation, C Hartung and B Doman (Lot 14) and M Bevan (Lot 26). Secretary - Whittles		
Motion CARRIED.		

Item 7		
Accredited Contractors (Advice)		
To ensure compliance with work health and safety requirements to protect both contractors and corporations, Whittles only engage accredited contractors who comply with state and territory legislation. If the Owners Corporation decides by act or omission to engage a contractor who is not accredited with Whittles, the Owners Corporation acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means that if the contractor engaged by the Owners Corporation does not have the necessary accreditation, an injured party may seek damages from the Owners Corporation. The Strata Manager will only request quotations from and instruct works to be undertaken on behalf of the Owners Corporation, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Owners Corporation Chairperson or a person authorised by the Owners Corporation to do so.		

Motion 8		
Retention/Appointment of a Non Accredited Worker	Ordinary Resolution	
Corporation owners may still decide that in some circumstances that they will not avail themselves of the benefits of Whittles' contractor accreditation process and that the Management Committee would attend to maintenance requirements, including obtaining quotes and instructing contractors to proceed. It is acknowledged that Whittles cannot be involved in this process in any way. On completion of the work, the Corporation Chairman or a person authorised by the Corporation will sign off on the invoice and then forward it to Whittles for payment from the Corporations funds. Whittles cannot be involved in any dispute or negotiation with the contractor and will not co-ordinate, supervise or oversee their work. It was resolved that the Owners Corporation confirms that it will retain the services of VIP Home Services who attends to gardening at the property, with the knowledge that they are not registered as an accredited contractor with Whittles. The Corporation accepts that Whittles can not issue any instructions to the contractor on behalf of the Corporation or co-ordinate, supervise, oversee their work or become involved in any dispute or negotiations with the contractor.		
Motion CARRIED.		

Item 9**Current Insurance Details (Advice)**

A copy of the Owners Corporations current certificate of currency/insurance is available for viewing at whittles.com.au through your owner portal.

Motion 10**Building Valuation****Ordinary Resolution**

It was resolved that the Owners Corporation engage the services of Body Corporate Insurance Valuations to assess the replacement value of the property at an estimated cost of \$792.00 which shall be adopted by the owners corporation on receipt and that a special levy be raised to cover the cost of the valuation and any endorsement on the insurance premium.

Motion CARRIED.

Motion 11**Insurance Renewal****Ordinary Resolution**

It was resolved that the Strata Manager arrange quotes of the Owners Corporation's insurance with the Authorised Representative of MGA Insurance Brokers.

Once quotes have been received the Strata Manager will place cover in line with the brokers recommendations.

A Financial Services Guide is available to lot Owners on request.

Also, that if the budget provides for the insurance cost to be raised by a separate levy the manager is authorised to raise the levy as soon as possible after the renewal terms and invoice have been received by the manager.

Whittles receive some remuneration from the broker as disclosed in the Owners Corporation Financial Statements.

Contents Insurance

The Strata Manager drew the lot Owners attention to the necessity for them to individually arrange for adequate insurance for the contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot Owner or a tenant. It was also noted that the Owners Corporation's legal liability cover applies primarily to common property and that lot Owners should be separately insured for cover in relation to their own premises.

Motion CARRIED.

Item 12**Insurance Excess (Advice)**

Please note that in accordance with Section 23A of the Owners Corporation Act 2006, where any insurance claim is for the benefit of a particular Lot or lots, any excess related to the claim shall be payable by that Lot or Lots by way of special levy.

Motion 13**Administration Fund Budget & Fees Review****Ordinary Resolution**

It was resolved that the Administration Fund budget be adopted and that the Administration Fund fees for the forthcoming year will remain the same at \$11,180.00 per quarter (\$430.00 per lot) as from 1st February 2025.

All Administration Fund fees are an annual commitment by the lot Owner to the Owners Corporation, with the gross contribution figure being divided by lot liability.

The annual Administration Fund Fees payable by each Lot Owner are to be paid quarterly instalments, as from 1 AUG 2024, each always in advance of the due date.

The fiscal year will end on 31 JUL 2025

Motion CARRIED.

Motion 14

Recovery of Outstanding Money

Ordinary Resolution

The Owners Corporation will recover any monies owed to it by Lot Owners in accordance with Section 30 of the Owners Corporations Act 2006.

It was resolved that the Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due, against any member of the Owners Corporation in the Victorian Civil and Administrative Tribunal or the Magistrates' Court of Victoria. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager or the Committee.

The process laid down by the Act is as follows:

- A written Fee Notice is issued providing 28 days in which payment must be paid
- A reminder Notice or Overdue Notice is issued 7 days after the due date has lapsed without payment being received.
- A Final Notice is issued if Fees are not paid by the due date of the notice.
- Legal action will commence to recover the outstanding Fees (plus legal costs), if Fees remain unpaid 28 days after the Final Notice is issued.
- Proceedings will commence at VCAT to seek payment of the outstanding Fees, charges, interest and legal costs if the lot Owner does not pay within 14 days of the legal letter of demand.
- The Strata Manager is authorised, without the need for further authority, to commence the above legal proceedings and will charge those owners in arrears a fee of \$120.00 plus GST for arranging legal action.

Final Notices

- Where necessary, that the Strata Manager charge those lot owners in arrears \$44.00 Inc. GST for issuing a Final Fee Notice.

Powers of Recovery

The Strata Manager pointed out that if the Owners Corporation carries out work at the request of, or with the consent of, lot Owner/s and the work wholly or substantially benefits the lots to the exclusion of other lots, the Owners Corporation may, subject to any agreement to the contrary, recover the cost of that work as a debt from the lot Owner/s.

Motion CARRIED.

Motion 15

Penalty Interest on Fee Arrears

Ordinary Resolution

It was resolved that in accordance with Section 29 of the Owners Corporations Act 2006, the Owners Corporation will charge interest in respect of any instalment of Fees that are in arrears and that interest charged will be at maximum rate of interest payable under the Penalty Interest Rates Act 1983. The Committee may use its discretion to waive or reduce penalty interest in any particular case.

There were no instances where penalty interest on lot Owners' Fee arrears were waived or reduced during the previous financial year.

Motion CARRIED.

Item 16**Dispute Resolution (Advice)**

The Strata Manager advised that under Part 10 of the Owners Corporations Act 2006, the Owners Corporation must report fully in relation to complaints handled by the Owners Corporation. There have not been any disputes lodged under part 10 of the Act.

Item 17**Smoke Alarms (Advice)**

Members are advised that smoke alarms installed in the lots must be maintained in working order and batteries replaced at a minimum of every 12 months (or if the battery is lithium, every ten years). It is the individual owner's responsibility to ensure the necessary testing is undertaken on a routine basis and batteries changed. Should the residence be tenanted, owners must ensure the rental managing agent is instructed to undertake the annual test while carrying out their inspection.

Item 18**Private Waste Collection**

Nationwide Waste has been employed to complete the waste collection weekly onsite. Throughout the year and as owners occupied the townhouses, this collection was increased to 2 collections a week, locks installed on the bins for restricted access however then ripped off, change to a recycling to a comingle bin and multiple reminders sent out to owners in respect to waste disposal.

Owners have queried as to why council bins are not provided to each individual townhouse. This is due to a waste management plan being established with the developer and council at the time of the property being established. Whilst our office has queried this with Mornington Shire, the response provided confirmed that this is not a viable option for the property due to the lack of kerbside collection ability. If each townhouse has 2 if not 3 bins for collection, there will be no space on the property for collection nor on the street.

As such the private waste collection continues for the property, we continue to remind all occupants about the requirements for the waste disposal and how and what to dispose of correctly.

Should owners wish to increase the weekly waste collections to twice weekly, the fees in respect to this from Nationwide waste will increase. As the budget is set for once a week collection this would also need to increase, affecting the contributions for the complex.

Owners present advised that the waste disposal on site has improved however will continue to monitor this over the next few months to ensure that this remains.

If this increases again over the Christmas period, an additional collection will be requested for the holiday period. Alternatively keyed locks will be installed and keys provided to all owners.

Item 19**Parking**

All residents have a double garage within their townhouse of which is required to be utilised for parking of private vehicles. The visitors carpark onsite is for visitors to the premises only/short term parking. If residents are unable to utilise their garage area, offsite parking will be required to be privately arranged.

Our office had also queried this with the local council at Mornington Shire to see if council intervention can be made by way of parking permits or additional parking. Unfortunately said council advised that parking permits are not able to be issued across the entirety of Mornington Shire for street parking, a response has been provided regarding any council assistance.

Should owners wish to take this matter further, they are encouraged to petition against the council as the rate payers.

Item 20**General Business/Discussion (Advice)**

There was no further business to discuss.

Item 21**Next Meeting & Closure (Advice)**

The next Annual General Meeting will be held on a date to be advised.
The meeting closed at 11.45 am.

Owners are able to access & update their personal details through the Whittles Owner Portal online.

To access your account go to www.whittles.com.au and login using either your registered mobile number or email address.

**** Please note that Whittles recommends receiving all correspondence and account notices via email for timely delivery.***

If you have another property, you'd like to consider for management by Whittles, please let your manager know so we can arrange a proposal. Alternatively, you can request a quote through our website.

Model rules for an owners corporation

Regulation 11

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.



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Owners Corporation Rules

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Owners Corporation No. 1 on Plan of Subdivision PS846197J

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Owners Corporation Rules

The Act and Regulations detail the powers of the Owners Corporation(s), the general duties of members, meetings and administration of the Owners Corporation(s), insurance and other miscellaneous matters. These rules must be read in conjunction with the Act, Regulations and the Model Rules prescribed under the Regulations.

1. Definitions

In these rules:

Act means the *Owners Corporations Act 2006* (Vic) as amended from time to time.

Authority means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Building Works means any design, building and construction works including the construction, erection, fixing, installation or otherwise or any item not originally included with or part of a Lot or Common Property.

Committee means the committee elected under section 100 of the Act.

Common Property means the Land and any improvements erected on the Land designated as Common Property no.1 on the Plan.

Council means Mornington Peninsula Shire Council .

Developer means Angelo Taranto and Helena Cornelia Taranto, being the individuals responsible for the development of the Land and creation of Lots and includes their successors and assigns and where it is consistent with the context includes the Developer's, employees, agents, contractors, sub-contractors and invitees and persons the Developer allows on the Common Property for the purposes of the Development.

Development means the development of the Land as a residential subdivision and townhouses known as Spindrift Tyabb.

Development Planning Permit means planning permit no. P20/1384 authorising the development of the Land (as amended from time to time) and includes any variation, replacement or amendment thereto.

Director means has the same meaning given to that term in the *Fair Trading Act 1999* (Vic).

Dispute means a dispute or other matter arising under the Act or Rules including a dispute or matter relating to:

- (a) the operation of the Owners Corporation;
- (b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act or the Rules; or
- (c) the exercise of a function by a Manager in respect of the Owners Corporation.

Domestic Building Contract means any domestic building contract within the meaning of the *Domestic Building Contracts Act 1995* (Vic) entered into by the Initial Owner.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Initial Owner has the same meaning as it has under the Act and where the context requires includes its successors and assigns.

Land means the land and improvements contained in the Plan and includes all the Lots and the Common Property.

Law means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

Lot means a lot shown on the Plan.

Manager means the person or entity for the time being appointed by the Owners Corporation as its manager under section 119 of the Act and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

Maintenance Fund means a fund or part of a fund used for implementation of the Maintenance Plan (if any).

Maintenance Plan means a maintenance plan (if any) established and approved by the Owners Corporation as contemplated by the Act.

Member means a member of the Owners Corporation(s) by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

Occupier means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees.

Owners Corporation means the Owners Corporation created upon registration of the Plan.

Plan means Plan of Subdivision No. PS846197J.

Regulations means the *Owners Corporations Regulations* 2018 (Vic) as amended from time to time.

Related Body Corporate has the same meaning given to that term in the *Corporations Act 2001* (Cth).

Rule or Rules means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

Section 173 Agreement means the agreement under Section 173 of the *Planning and Environment Act* 1987 between Council and the Developer dated 3 August 2023 with registered dealing number AX117073Y which the Developer was required to enter into with Council in accordance with condition 24 of the Development Planning Permit.

2. Interpretation

2.1 Unless the context otherwise requires:

2.1.1 headings are for convenience only;

- 2.1.2 words imparting the singular include the plural and vice versa;
- 2.1.3 a reference to a natural person includes any company, partnership, joint venture, association or other owners corporation and a governmental authority;
- 2.1.4 a reference to a thing includes a part of that thing; and
- 2.1.5 'including' and similar expressions are not words of limitation.
- 2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation(s) from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.
- 2.3 In these Rules if:
 - 2.3.1 a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable;
 - 2.3.2 it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule;
 - 2.3.3 references to 'Owners Corporation' includes any person or body authorised to act on behalf of the Owners Corporation delegated any power or functions by the Owners Corporation or appointed by the Owners Corporation to assist in carrying out its functions, including without limitation.
- 2.4 Without limiting Rule 2.2, these Rules shall be read subject to the rights of the Developer to conduct marketing activities on the Common Property until all of the Lots are sold, including (without limitation):
 - 2.4.1 allowing invitees to have access to the Common Property in the company of a representative of the Developer; and
 - 2.4.2 placing and maintaining sale signs, insignia and other fixtures and fittings for marketing purposes on the Common Property.
- 2.5 In the event of a conflict between these Rules and any restriction(s) on the Plan, the restriction will prevail.
- 2.6 In the event of a conflict between these Rules and the model rules prescribed under the Regulations, these Rules prevail.

3. Role and Functions

- 3.1 The Owners Corporation(s) is responsible for ensuring that appropriate rules, measures and procedures are established to govern issues common to the Members, including that the Common Property and/or a Lot are maintained for the benefit and enjoyment of all Members and Occupiers. The Owners Corporation(s) exercises such responsibilities through enforcing the Rules and through holding regular committee meetings at which matters affecting the operation of the Common Property are resolved and advised to all Members.
- 3.2 The Owners Corporation(s) must abide by the Rules, Act and Regulations, and in carrying out its functions and powers must act honestly and in good faith and exercise due care and diligence.

- 3.3 These Rules are for the purpose of the control, management, administration, use or enjoyment of the Common Property or a Lot and represent the interests of Members and Occupiers. The Rules may be added to, amended or revoked:
- 3.3.1 if a resolution is passed after a ballot or poll is taken and 75% of the total lot entitlements of all the Lots are in favour of such addition, amendment or revocation; or
 - 3.3.2 if a resolution is passed in any other case and 75% of the total votes for all the Lots are in favour of such addition, amendment or revocation.
- 3.4 Under the Act and Regulations, the Owners Corporation(s) is responsible for, amongst other things:
- 3.4.1 electing the Committee (if required);
 - 3.4.2 establishing a Maintenance Plan and Maintenance Fund (if required);
 - 3.4.3 establishing and maintaining an Owners Corporation(s) Register;
 - 3.4.4 taking out, maintaining and paying the premiums for insurance;
 - 3.4.5 keeping proper accounts that cover the income, expenditure, assets and liabilities of the Owners Corporation(s) and providing true reports of the financial situation of the Owners Corporation(s); and
 - 3.4.6 preparing annual financial statements.

4. Provision of Services

Each Member of the Owners Corporation agrees that the Owners Corporation must provide the following services:

- 4.1 the repair and maintenance of all Common Property including the private road and any gardens, trees, paved areas and landscaping forming part of the Common Property; and
- 4.2 any other service or facility provided by the Owners Corporation for the benefit of the Members.

5. Vegetation

The Owners Corporation is responsible for the maintenance and watering of all vegetation, plants and trees in the Common Property.

6. Use of Common Property

- 6.1 A Member must not (except to the extent that the Developer deems reasonably necessary or desirable for the carrying out or furtherance of the Development):
 - 6.1.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;
 - 6.1.2 do or permit anything which might cause structural damage to the Common Property;



- 6.1.3 move any article likely to cause damage or obstruction through Common Property without first notifying the Manager in sufficient time to enable the Manager to arrange for a representative of the Owners Corporation to be present at the time of moving if it is considered necessary;
- 6.1.4 interfere with the operation of any equipment installed on the Common Property without the prior written consent of the Owners Corporation;
- 6.1.5 interfere with any personal property vested in the Owners Corporation;
- 6.1.6 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- 6.1.7 park or permit their vehicle to be parked or left in a parking area allocated for visitor car parking without the consent in writing of the Owners Corporation;
- 6.1.8 obstruct a driveway or entrance to a Lot or any other road on the Land;
- 6.1.9 when on Common Property (or if on any part of a lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;
- 6.1.10 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;
- 6.1.11 use or store on the Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle;
- 6.1.12 hold or allow to be held any public auction on or near the Common Property;
- 6.1.13 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;
- 6.1.14 except with the consent in writing of the Owners Corporation, use for their own purposes as a garden any portion of the Common Property;
- 6.1.15 store, place, display or hang any chattel or item (including barbeques) on any part of the Common Property without the consent of the Owners Corporation;
- 6.1.16 without the prior written consent of the Owners Corporation alter gas, water, drainage, septic, sewerage, electrical or any other utility connections and services to a Lot;
- 6.1.17 do any act or thing or allow any act or thing to be done to the Lot or Common Property that may in any way damage or interfere with the use of cabling and ancillary equipment (**the electronic cabling**) installed or to be installed by the Developer and/or any telecommunications provider on the Land in order to provide telephone service, cable television, internet or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling (if any) remains the property of the Developer and/or any telecommunications provider.

- 6.2 A Member must notify the Owners Corporation or the Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

7. Use of Lot

- 7.1 A Member must not do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation and, for the avoidance of doubt, a Member or Occupier must obtain written approval from the Owners Corporation if the Member or Occupier intends to change the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation.
- 7.2 A Member or Occupier must not:
- 7.2.1 unreasonably create any noise or behave in a manner that is likely to interfere with the peaceful enjoyment of Members or Occupiers of another Lot, or any person lawfully using the Common Property unless the Owners Corporation has given written permission for the noise to be made i.e. building works etc.;
 - 7.2.2 without the prior written consent of the Owners Corporation, maintain inside a Lot, anything visible from outside a Lot (including but not limited to a balcony, terrace or garden area) that when viewed from outside the Lot is aesthetically or otherwise detrimental to the amenity of the Development including the hanging of any washing, towel, bedding, clothing or any other article or like matter on any part of their Lot that is visible from outside the Lot;
 - 7.2.3 carry out or cause to be carried out on a Lot, road or any other land in the vicinity of a Lot, any dismantling, assembly, repairs or restorations of vehicles unless carried out in an area which screened from other Members, Occupiers or public view;
 - 7.2.4 allow the Lot to be infested by vermin or insects and must take all steps on a regular basis to prevent such occurrence; and
 - 7.2.5 use the Lot for any purpose that may be illegal or injurious to the reputation of the premises comprised of the lots and the Common Property or which may cause a nuisance or hazard to any other member of a Lot.
 - 7.2.6 without the prior written consent of the Owners Corporation, alter or permit to be altered the façade of their Lot;
 - 7.2.7 install or permit to be installed bars, screens or grilles or other safety devices to the façade, windows, or any external part of a Lot without the written consent of the Owners Corporation;
 - 7.2.8 install or operate or permit to be installed or operated any intruder alarm which emits an audible signal which can disturb other Members or Occupiers and cannot be remotely switched off;
 - 7.2.9 remove, alter or replace any fence to their lot without the prior written consent of the Owners Corporation and such consent will be subject to the fence being in keeping with the Development and other Lots;
 - 7.2.10 leave any rubbish at any time on any external part of the Lot include including the garden, driveway or walkway; or
 - 7.2.11 allow any part of the Lot, including any balcony, car park or storage area to become unkempt, unsightly, untidy or not properly maintained so that it detracts from the amenity or appearance of the Development.

- 7.3 A Member or person authorised by a Member may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building or Lot and only after receiving written approval of the Owners Corporation.
- 7.4 The Member or person referred to in Rule 7.3 must keep any device, screen or barrier installed in good order and repair.
- 7.5 Each Member must
 - 7.5.1 maintain their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other members;
 - 7.5.2 comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any Governmental Agency; and
 - 7.5.3 maintain in working order at all times (including maintaining uninterrupted connection to a continuous electricity source) the security lighting affixed to the garage forming part of the Lot..

8. Building Works to Lots

- 8.1 A Member must before commencing any Building Works to the Lot:
 - 8.1.1 submit to the Owners Corporation for approval plans and specifications of any proposed Building Works;
 - 8.1.2 supply to the Owners Corporation such further particulars of the proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the plans endorsed to the Development Planning Permit;
 - 8.1.3 receive prior written approval from the Owners Corporation to proceed with those specified Building Works; and
 - 8.1.4 obtain and supply copies to the Manager of all requisite permits, approvals and consents under all relevant Laws.
- 8.2 The Member or Occupier must also supervise the carrying out of such Building Works and ensure that the following conditions are met:
 - 8.2.1 the Building Works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Members or Occupiers;
 - 8.2.2 building materials are not stacked or stored in Common Property;
 - 8.2.3 scaffolding is not erected on the Common Property or exterior of the Building;
 - 8.2.4 construction work complies with all Laws of the relevant Authorities;
 - 8.2.5 construction vehicles and construction worker's vehicles are not brought into, or parked on the Common Property except by prior arrangement with the Owners Corporation; and

- 8.2.6 the external façade of the Lot is at all times maintained in a clean and tidy state.
- 8.3 Where a Member or Occupier commissions Building Work in accordance with Rule 8.2, a representative of the Owners Corporation and the Member or Occupier may inspect the part of the Common Property which will be affected by the Building Works (for example, the area through which building materials will be transported) prior to commencing the Building Works to establish the state of repair of the Common Property and again after the Building Works have been completed to determine if any damage has been caused to the Common Property.
- 8.4 The Member must immediately make good all damage to, and dirtying of, the Common Property, the services thereof or any damage to fixtures fittings and finishes which are caused by such works. If the Member fails to immediately do so the Owners Corporation(s) may in its absolute discretion make good the damage and dirtying at the cost of the Member.
- 8.5 The Member must ensure that any improvements, including the dwelling, constructed on the Lot are insured for full replacement value as well as in accordance with all requirements of the Act and the Regulations.

9. Private roads and other common property

- 9.1 All Members must ensure that their car parking space and driveway (if applicable) are maintained, cleaned and free of oil. The Owners Corporation reserves its right to clean any area and charge the owner for the costs incurred.
- 9.2 A Member must not (except to the extent that the Developer deems necessary or desirable for the carrying out or furtherance of the Development):
- 9.2.1 park, cause or permit to be parked any caravan, campervan, boat, trailer, commercial vehicle or any other vehicle or structure determined by the Owners Corporation from time to time on any Lot or within the vicinity of a Lot, unless it is housed in a garage and is not visible from any part of the Common Property, road or the street; and
- 9.2.2 obstruct the private roadways, pathways, drives and visitor car parking in the Common Property and any easement giving access to the Land by any Member, the tenants, guests, servants, employees, agent, children, invitees, licensees of any member or used by them for any purpose other than the reasonable access to and from their respective Lots or the parking areas provided.

10. Garbage disposal

Without limiting Rule 26, a Member of a Lot must:

- 10.1 not dispose or throw garbage onto the Common Property or onto other Lots.
- 10.2 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;
- 10.3 ensure that upon collection of the waste, the bin/s are promptly returned to their Lot on the same day of collection;
- 10.4 comply with all requirements of Governmental Agencies relating to the disposal of garbage;

- 10.5 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage;
- 10.6 liaise with the Manager regarding the disposal of any hard rubbish, electrical or large items and abide with the Manager's directions; and
- 10.7 pay any costs incurred by the Owners Corporation for the rubbish left on Common Property or on another Lot and any consequential cleaning costs.

11. Signage and Windows

- 11.1 A Member must not display any real estate signs on any Lot or Common Property, including for the purpose of offering for sale or lease or letting any Lot
- 11.2 Without limiting Rule 11.1, a Member is not permitted to display signs, advertising or notices on any Lot without the consent of the Owners Corporation and any such signs may be removed by the Owners Corporation at the Member's cost and expense.
- 11.3 Any sign that is erected with the approval of the Owners Corporation must be of a standard that shall not detract from the overall appearance of the Development.
- 11.4 A Member is not permitted to display any advertising material, logos or sign writing to any external window, glazing or external solid face of a Lot without the written consent of the Owners Corporation.
- 11.5 A Member must not allow any glazed portions of the Lot or Common Property to be tinted or otherwise treated with the intention of changing the visual characteristic of the Development.
- 11.6 A Member or Occupier must not install blinds, curtains or other coverings on the interior of any windows or doors which directly face the outside of a Lot unless the surface of the blinds, curtains or other coverings which faces that outside is a taupe or white colour.

12. Behaviour of invitees

- 12.1 The duties and obligations imposed by these Rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the Occupier of their Lot (**Invitees**).
- 12.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or Occupier of another Lot or of any person lawfully using the Common Property;
- 12.3 A Member must ensure that their Invitees do not park their vehicle in an area allocated for visitor car parking for a period longer than 24 hours at a time.
- 12.4 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 12.1 and 12.2.
- 12.5 Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

13. Owners Corporation Fees and Legal Costs

- 13.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations quarterly in advance according to their lot entitlement.
- 13.2 The amount of the annual Owners Corporation fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation.
- 13.3 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.
- 13.4 The Member shall pay on demand by the Owners Corporation all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the Member in the performance or observance of any term, covenant or condition contained in these rules including by not limited to recovery of Owners Corporation contribution fees.
- 13.5 The Member must pay the electricity, municipal and other statutory rights and charges that are not separately assessed or apportionable against their Lot according to their lot entitlement.

14. Charges imposed on Members and Occupiers

- 14.1 Any payments to the Owners Corporation(s) imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.
- 14.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation(s) as prima facie proof of the costs and expenses incurred by the Owners Corporation(s) relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.
- 14.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983 (Vic)* on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- 14.4 Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation(s) and then be applied in repayment of the principal sum.

15. Rights of entry

A Member of a Lot, upon receiving reasonable notice from the Owners Corporation, must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connection or any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to any adjoining Lot or the Common Property.

16. Security

The Owners Corporation may make rules and regulations to ensure the security of the Land from intruders and otherwise with regard to the use and means of access to any roadways created upon the Common Property.

17. Contact

- 17.1 Each Member must advise the Manager of any out of normal business hours contact address, email and telephone number for their Lot and must promptly advise the Manager of any change in their address, email or telephone number.
- 17.2 Each Member must provide the Manager with an Australian address for service of notices. If a Member fails to provide an Australian address for service of notices, the Lot address will be deemed to be the proper address for service.

18. Consent of Owners Corporation

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the Member for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

19. Non-compliance with rules

- 19.1 If a Member is in breach of these Rules including the refusal or failure to carry out repairs, maintenance or other works to the Member's Lot, the Member agrees that the Owners Corporation may serve the Member with a notice requiring the Member to carry out the necessary repairs, maintenance or other works. If the Member does not comply with the Notice to the satisfaction of the Owners Corporation within 28 days after the service of the Notice, the Member must allow the Owners Corporation, its employees, contractors or agents to enter the Lot and rectify the non-compliance.
- 19.2 The Owners Corporation may institute legal proceedings if a Member fails to comply with a notice served under Rule 19.1 within 28 days after the service of the notice, in a Court of competent jurisdiction to compel the Member to comply with these Rules.
- 19.3 The Member must pay to the Owners Corporation any charges incurred by the Owners Corporation relating to any non-compliance including, without limitation administrative costs, legal costs and the cost of any works performed to rectify any non-compliance which (until paid) are and will be a charge on the Lot.
- 19.4 The Member must accept a certificate signed by the secretary of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Member's non-compliance with these Rules.
- 19.5 The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules or the Act including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non-compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

- 19.6 Nothing in Rules 19.1 to 19.5 in any way derogates from an Owner's obligation to comply with sections 48 – 50 inclusive and 128 – 137 inclusive of the Act.

20. Rules Subject to Rights of the Developer

- 20.1 These Rules do not apply to and, are not enforceable against the Developer or its mortgagees or chargees, for so long as any of the following apply:

- 20.1.1 the Developer and/or its equity partners (if any) is a Member or Occupier;
- 20.1.2 any mortgagee or chargee of the Developer has an interest in any Lot; or
- 20.1.3 the Developer and/or its equity partners (if any) is engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer its mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the any buildings and facilities comprised in the Plan or the Development.

- 20.2 Subject to Rule 20.6, the Developer and their equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every Member of each and every Owners Corporation(s) in the Plan and by each and every Owners Corporation(s) in the Plan to:

- 20.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- 20.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
- 20.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
- 20.2.4 erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property; and
- 20.2.5 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
- 20.2.6 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer or their mortgagee or chargee thinks fit; and
- 20.2.7 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Developer and any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, uses its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 20.3 While the Developer is the owner of any Lot it may:

- 20.3.1 use any such Lot for display purposes;
- 20.3.2 allow prospective purchasers of any Lot to inspect such display Lot; and
- 20.3.3 use such signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.
- 20.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would revoke this Rule 20 or contravene any right or reprieve afforded to the Developer under this Rule 20.
- 20.5 A Lot from time to time, owned and selected by the Developer, may be used for the administration, management and related purposes by the Owners Corporation and/or any person appointed for such purposes by the Owners Corporation.
- 20.6 In exercising their rights under this Rule 20, the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s) and must have regard to the amenity of Members. The Developer must only exercise its rights to the extent necessary for the genuine Development. The Developer must not exercise their rights under this Rule to arbitrarily exclude the Owners Corporation(s) or the participation of Members.

21. Warranties, Novation, Assignment and entering into of Contracts

- 21.1 The Developer may at their discretion enter into contracts (which includes without limitation, any agreement, lease or licence) relating to the Development, including, but not limited to:
 - 21.1.1 cleaning and maintenance of buildings and services of any Common Property;
 - 21.1.2 the maintenance, management and/or monitoring of all:
 - (a) landscaping, public areas and infrastructure; and
 - (b) general maintenance matters, environmental health, public open space, heritage and occupational health and safety;
 - 21.1.3 agreements with third parties (to the extent that it is able and subject to compliance with all laws) for the exclusive right to provide the Development with services and utilities; and
 - 21.1.4 agreements with any Authority (including without limitation, Parks Victoria).
- 21.2 All Members acknowledge and agree that the Owners Corporation may be required by the Vendor or the Developer to accept, an assignment or novation of the contracts referred to in Rule 21.1 at the first meeting of the Owners Corporation(s).
- 21.3 The Owners Corporation(s) must maintain any contracts assigned or novated to it under this Rule 21 to the end of its current term.
- 21.4 All Members or Occupiers must contribute its proportion of the cost incurred by the Owners Corporation(s) in complying with this Rule 21 relative to the lot liability on the Plan.

22. Signage & Other Licences

- 22.1 The Owners Corporation(s) may grant the Developer:

- 22.1.1 a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Development;
- 22.1.2 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or
- 22.1.3 allow the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit,

provided the Developer use their best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation(s).

- 22.2 A Member or Occupier of the Lot must not hinder or impede the Developer from exercising their rights under any agreement entered into under this Rule.
- 22.3 The Owners Corporation(s) must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 22.
- 22.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation(s) which would impede the powers of the Owners Corporation(s) under this Rule 22.

23. Enforcement of Domestic Building Contract

The Member acknowledges and agrees that for the purpose of its obligations under the Act:

- 23.1 reasonable steps to enforce any Domestic Building Contract include:
 - 23.1.1 the making of a demand in writing to the builder under any Domestic Building Contract to comply with the terms of the Domestic Building Contract and/or rectify any breach of the Domestic Building Contract;
 - 23.1.2 the exercise of any right under the Domestic Building Contract to withhold any payment to the builder or have recourse to any security provided by the builder under the Domestic Building Contract;
 - 23.1.3 the settlement of any dispute under any Domestic Building Contract between the original owner and the builder on terms acceptable to the original owner; and
 - 23.1.4 any other enforcement action the Initial Owner considers appropriate in the circumstances; and
- 23.2 the Members must pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability.

24. Complaints and Disputes

- 24.1 Any Dispute must be dealt with at first instance in accordance with this Rule 24.
- 24.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 24.

24.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:

24.3.1 arrange a meeting between the parties to resolve the Dispute; or

24.3.2 waive the requirement for the parties to meet.

24.4 Notwithstanding the course of action elected by the Committee under Rule 24, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.

24.5 Without limiting the generality of this Rule 24, where no formal complaint is made by a Member or Occupier and the Owners Corporation(s) otherwise becomes aware of a Dispute, the Owners Corporation(s) (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:

24.5.1 arrange a meeting between the parties to resolve the Dispute; or

24.5.2 waive the requirement for the parties to meet.

24.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 24.3.1 or 24.5.1, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

25. Restrictions – Trade or Business

The Member or Occupier must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use.

26. Section 173 Agreement

The Owners Corporation, and therefore consequently the Members, must comply with the terms of the Section 173 Agreement which the Members acknowledge provides, amongst other things, for the Owners Corporation to engage a Private Contractor (as defined in that agreement) to provide Waste Collection Services (as defined in that agreement) in accordance with the Waste Management Plan (as defined in that agreement) to the Land, at no cost to Council, to the satisfaction of Council.

OWNER STATEMENT

Plan Of Subdivision No. 846197j, 1485 Frankston-flinders Road, Tyabb
Unit 22 : DILL01 Bryley Dillimore-Knelange & Amy Brewer

BILLINGS THROUGH THE PERIOD 04/02/23 - 03/02/26

Date	Levy Description	Period	Amount Invoiced	Payments Allocated	Receipted	Balance
24/08/23	152983: (A) Contributions	01/08/23 to 31/10/23	\$430.00	\$430.00	18/09/23	\$0.00
19/09/23	162958: (A) Contributions	01/11/23 to 31/01/24	\$430.00	\$430.00	31/10/23	\$0.00
19/12/23	219723: (A) Contributions	01/02/24 to 30/04/24	\$430.00	\$430.00	09/02/24	\$0.00
19/03/24	269249: (A) Contributions	01/05/24 to 31/07/24	\$430.00	\$430.00	01/05/24	\$0.00
19/06/24	321451: (A) Contributions	01/08/24 to 31/10/24	\$430.00	\$430.00	01/08/24	\$0.00
19/09/24	373766: (A) Contributions	01/11/24 to 31/01/25	\$430.00	\$430.00	01/11/24	\$0.00
17/12/24	425885: (A) Contributions	01/02/25 to 30/04/25	\$430.00			
28/01/25	445224: (A) Insurance renewal	Insurance Endorsement as per AGM resolution - 20/01/25 - 10/08/25 Due & Payable by 24/02/25	\$131.00			
Totals			\$3,141.00	\$2,580.00		\$561.00

PAYMENTS RECEIVED ON THE FOLLOWING DATES

18/09/23	\$430.00
31/10/23	\$430.00
09/02/24	\$430.00
01/05/24	\$430.00
01/08/24	\$430.00
01/11/24	\$430.00
Total Payments	\$2,580.00



Certificate of Insurance

ABN 29 008 096 277

Owners Corporation 846197J
c/-Francine Jones
Whittles Australia Pty Ltd
PO BOX 2110
BAYSATER VLGE LPO VIC 3153

Date: 05.07.2024
Invoice No: I4582393

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Residential Strata/Community Corporation

Insurer CHU Underwriting Agencies Pty Ltd
Level 13, 431 King William Street
Adelaide SA 5000

Period 10.08.2024 to 10.08.2025

Policy No. HU0006109737

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277
176 Fullarton Road
DULWICH
S.A. 5065

Phone: 08 8291 2300
PO Box 309
KENT TOWN S.A. 5071

COVERAGE SUMMARY

Owners Corporation 846197J
Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:

OWNERS CORPORATION PLAN NO. PS 846197J

SITUATION:

1485 FRANKSTON-FLINDERS, ROAD TYABB VIC 3913

INTEREST INSURED:

Building Sum Insured	\$	8,400,000
Common Contents Sum Insured	\$	84,000
Loss of Rent/Temporary Accommodation	\$	1,260,000

Catastrophe/Emergency Cover	15%
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Flood	Insured
Storm Surge	Not Insured

Glass	Insured
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Theft	Insured
-------	---------

Public Liability	\$	20,000,000
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Voluntary Workers	Insured
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Weekly Benefit	\$	2,000
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Capital Benefit	\$	200,000
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Fidelity	\$	250,000
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Office Bearers Liability	\$	1,000,000
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Machinery Breakdown	Not Insured
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Government Audit Costs	\$	25,000
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Appeal expenses - common property health and safety breaches	\$	100,000
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Legal Defence Expenses	\$	50,000
------------------------	----	--------

Lot owners fixtures and fixings	\$	250,000
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Floating floors	Insured
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Loss of Market Value	Not Insured
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EXCESS:

Standard Excess	\$	2,000
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Flood Excess	\$	2,000
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Storm Surge Excess	Not Applicable
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DULWICH
S.A. 5065

Phone: 08 8291 2300
PO Box 309
KENT TOWN S.A. 5071

COVERAGE SUMMARY

Owners Corporation 846197J
Residential Strata/Community Corporation

Public Liability Excess		Nil
Voluntary Workers Excess		Nil
Fidelity Excess		Nil
Office Bearers Liability Excess		Nil
Machinery Breakdown Excess		Not Applicable
Government Audit Excess	\$	1,000
Appeal Expenses Excess	\$	1,000
Legal Defence Expenses Excess	\$	1,000
Other excesses payable are shown in the Policy Wording		

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Not Applicable

MAJOR EXCLUSIONS :Terrorism
Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built 2023
Primary Wall Construction Concrete
Secondary Wall Construction Not Applicable
Roof Construction Colourbond
Floor Construction Concrete
Primary external cladding material Weathertex
Secondary external cladding material Hebel

Aluminium Composite Panels No
Heritage Listed No

Fire Protection
Sprinkler systems in the complex basement/carpark? No
Sprinkler systems in the complex units? No
Fire hose reels located throughout the complex? No

Number of Units 26
Number of Levels 2
Number of Basements 0
Number of Lifts 0
Number of Pools/Spas 0
Number of Gyms 0
Number of Playgrounds 0
Number of Water Features 0
Number of Jetties/Wharfs 0
Number of Separate Buildings 8
% of EPS 0 %
% Commercial Tenants 0 %

Additional Construction Comments:

Walls: Weathertex Groove 50%/ Hebel power panels 50%
Floor: Ground Concrete & timber first floor Roof: Colourbond

MGA Insurance Brokers Pty Ltd

ABN 29 008 096 277

176 Fullarton Road

DULWICH

S.A. 5065

Phone: 08 8291 2300

PO Box 309

KENT TOWN S.A. 5071

COVERAGE SUMMARY

Owners Corporation 846197J

Residential Strata/Community Corporation

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1070199

APPLICANT'S NAME & ADDRESS

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

VENDOR

DILLIMORE-KNELANGE, BRYLEY
CHARLES JOSEPH

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

368657

This certificate is issued for:

LOT CM1 PLAN PS846197, LOT 22 PLAN PS846197 ALSO KNOWN AS 5/1485 FRANKSTON-FLINDERS ROAD
TYABB
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
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 6 - 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/>

18 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.

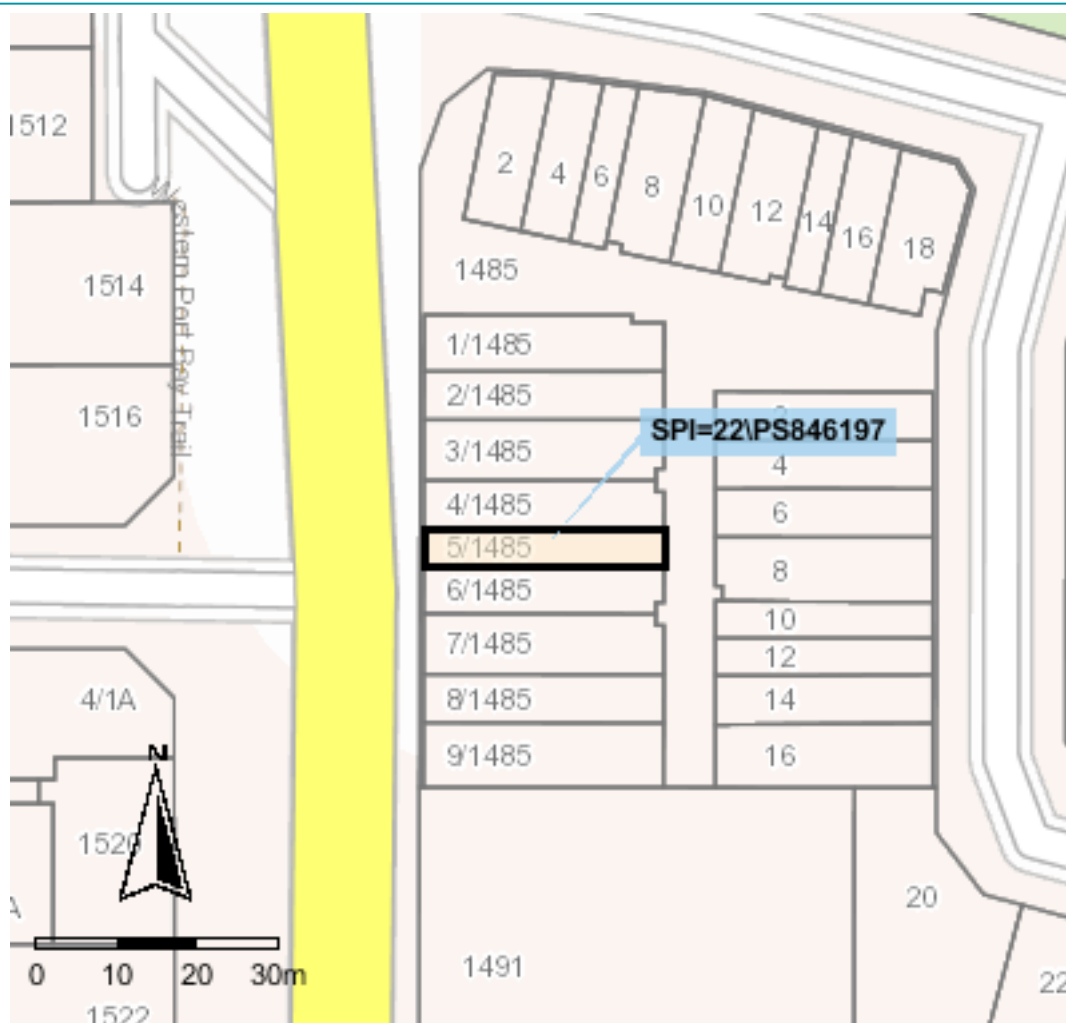
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.



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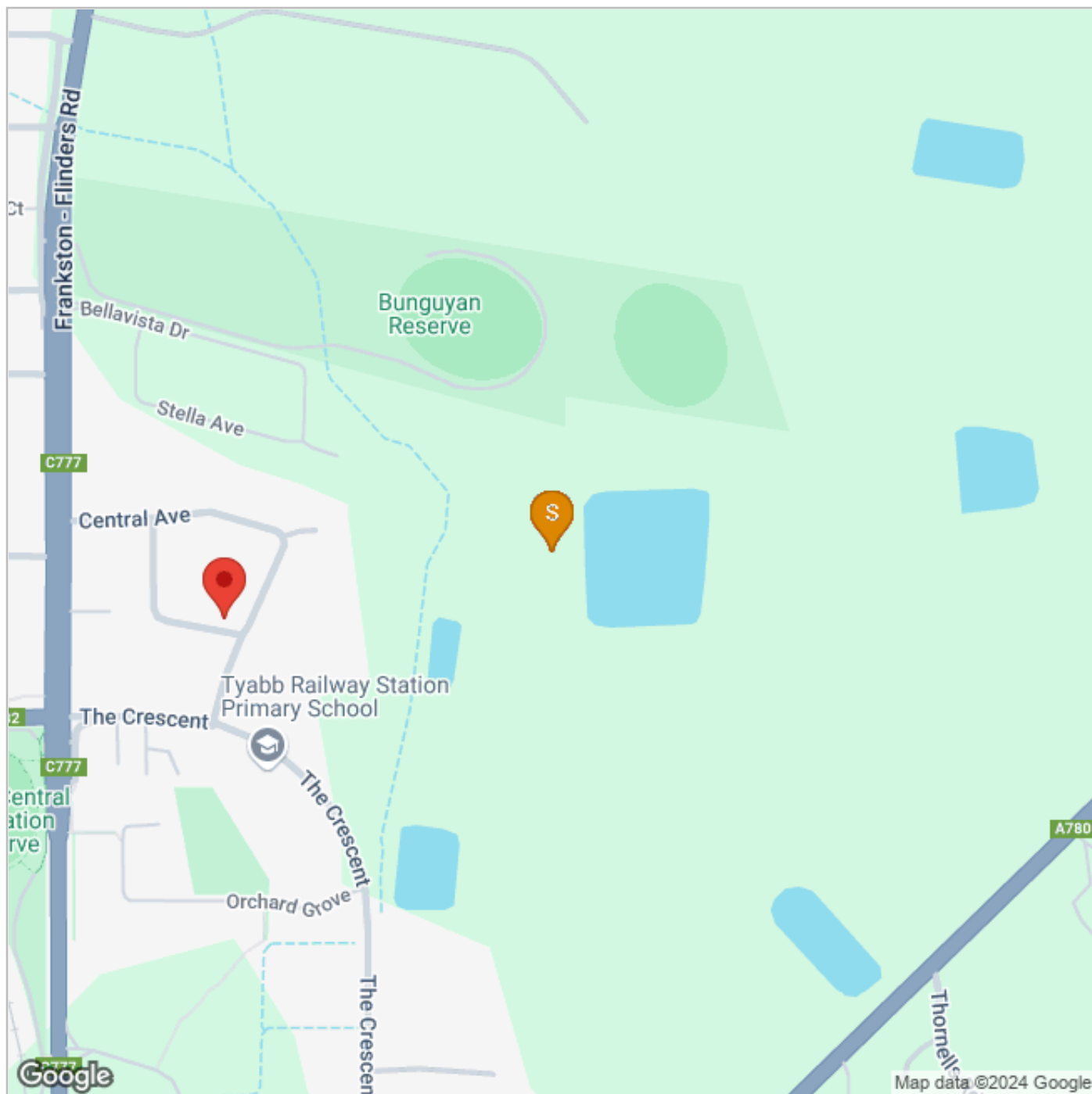
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Next business day delivery, if further information is required from you.

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.



1485 FRANKSTON-FLINDERS ROAD, TYABB Vic 3913

Matter

24/4379

Council

Mornington Peninsula



5
Applications



23/05/2024
Last Update



400m
Range

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

Summary

1

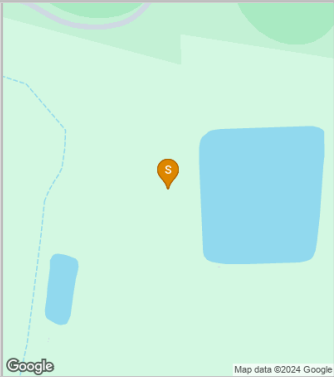
1485 Frankston-
Flinders Road TYABB
VIC 3913

Distance

0m

Applications

4



2

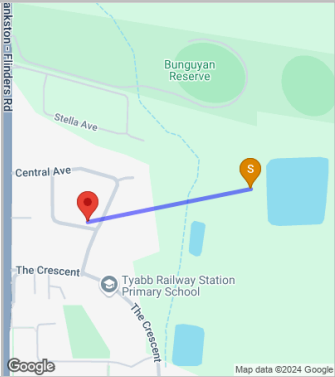
1 Pine Grove TYABB
VIC 3913

Distance

375m

Applications

1



Details

1

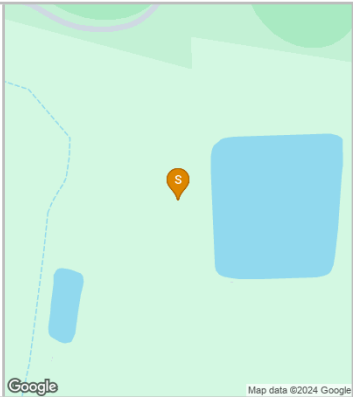
1485 Frankston-Flinders Road TYABB VIC 3913

Distance

0m

Applications

4



P18/0309.03

43 LOT SUBDIVISION (INCLUDING A SUPERLOT), REMOVAL OF EASEMENTS AND ALTERATIONS TO ACCESS FROM A CATEGORY 1 ROAD

P20/1384.02

DEVELOPMENT OF 39 DWELLINGS AND ASSOCIATED MULTI-LOT SUBDIVISION

P20/1384.03

DEVELOPMENT OF 39 DWELLINGS AND ASSOCIATED MULTI-LOT SUBDIVISION

P20/1384.04

DEVELOPMENT OF 39 DWELLINGS AND ASSOCIATED MULTI-LOT SUBDIVISION

2

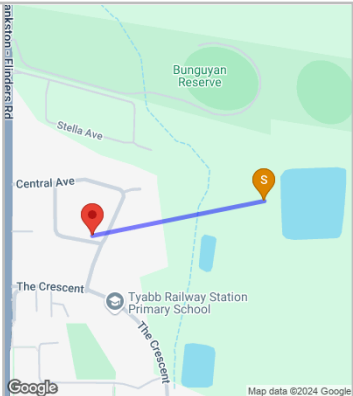
1 Pine Grove TYABB VIC 3913

Distance

375m

Applications

1



P20/0315

DEVELOP A SECOND DWELLING AND ASSOCIATED SUBDIVISION

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 18 September 2024 01:45 PM

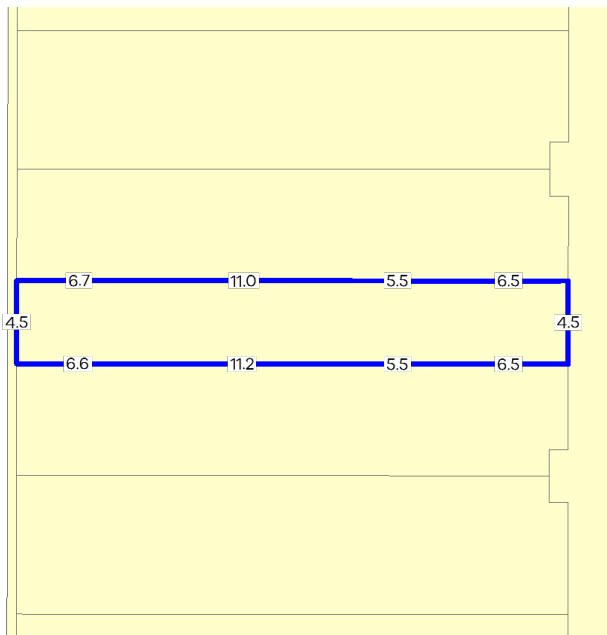
PROPERTY DETAILS

Address: **5/1485 FRANKSTON-FLINDERS ROAD TYABB 3913**
Lot and Plan Number: **Lot 22 PS846197**
Standard Parcel Identifier (SPI): **22\PS846197**
Local Government Area (Council): **MORNINGTON PENINSULA**
Council Property Number: **153273**
Directory Reference: **Melway 148 J9**

www.mornpen.vic.gov.au

SITE DIMENSIONS

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



Area: 134 sq. m

Perimeter: 69 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

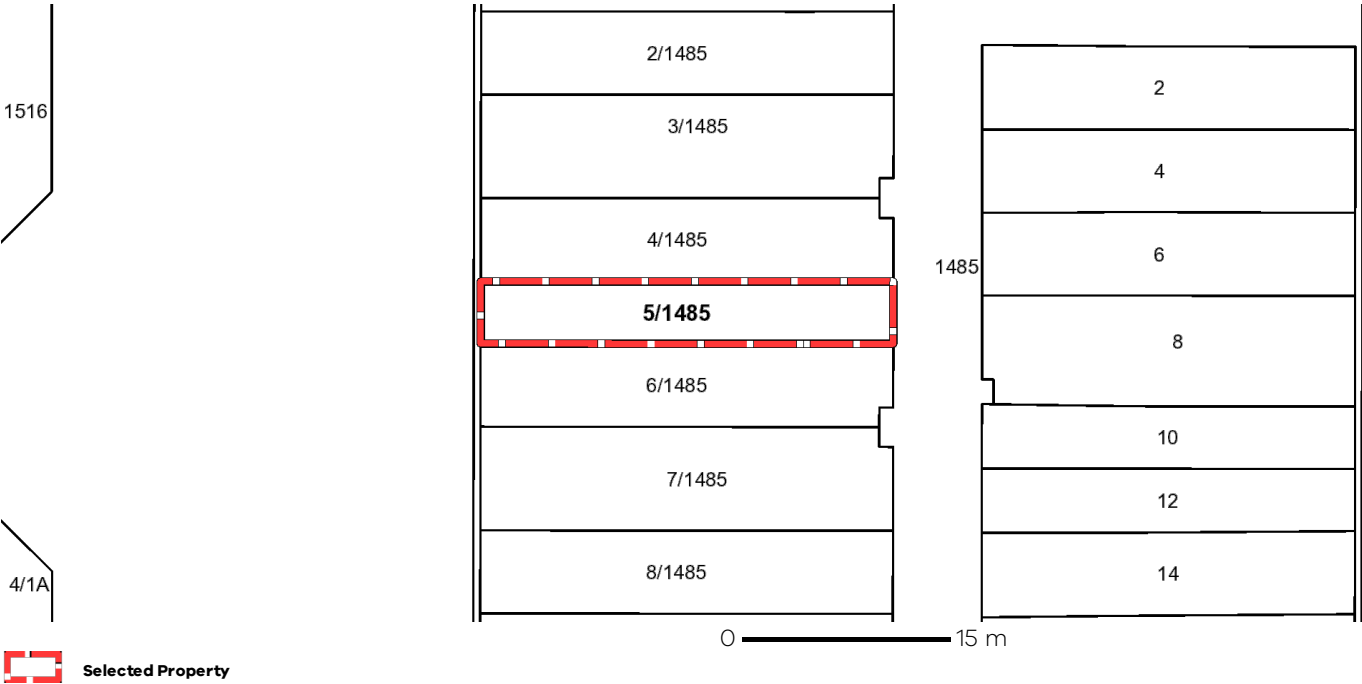
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 18 September 2024 01:46 PM

PROPERTY DETAILS

Address: **5/1485 FRANKSTON-FLINDERS ROAD TYABB 3913**
Lot and Plan Number: **Lot 22 PS846197**
Standard Parcel Identifier (SPI): **22\PS846197**
Local Government Area (Council): **MORNINGTON PENINSULA**
Council Property Number: **153273**
Planning Scheme: **Mornington Peninsula**
Directory Reference: **Melway 148 J9**

www.mornpen.vic.gov.au

[Planning Scheme - Mornington Peninsula](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

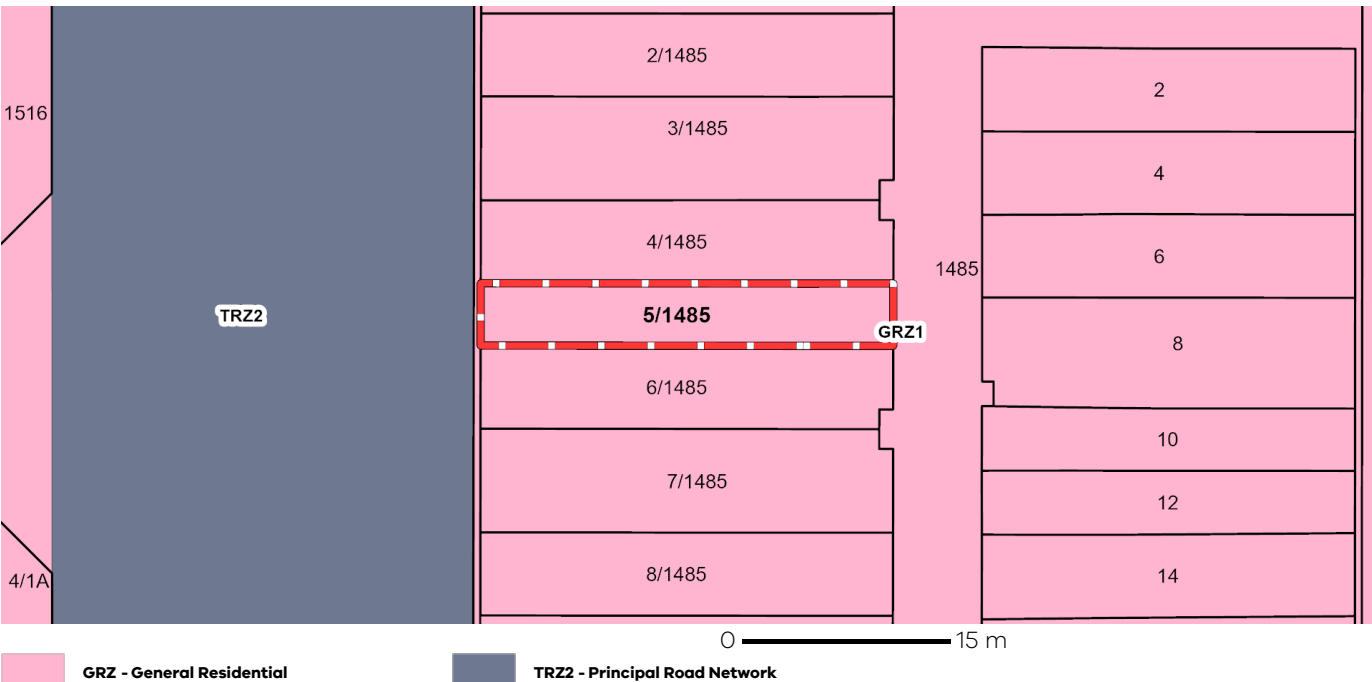
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

Planning 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>

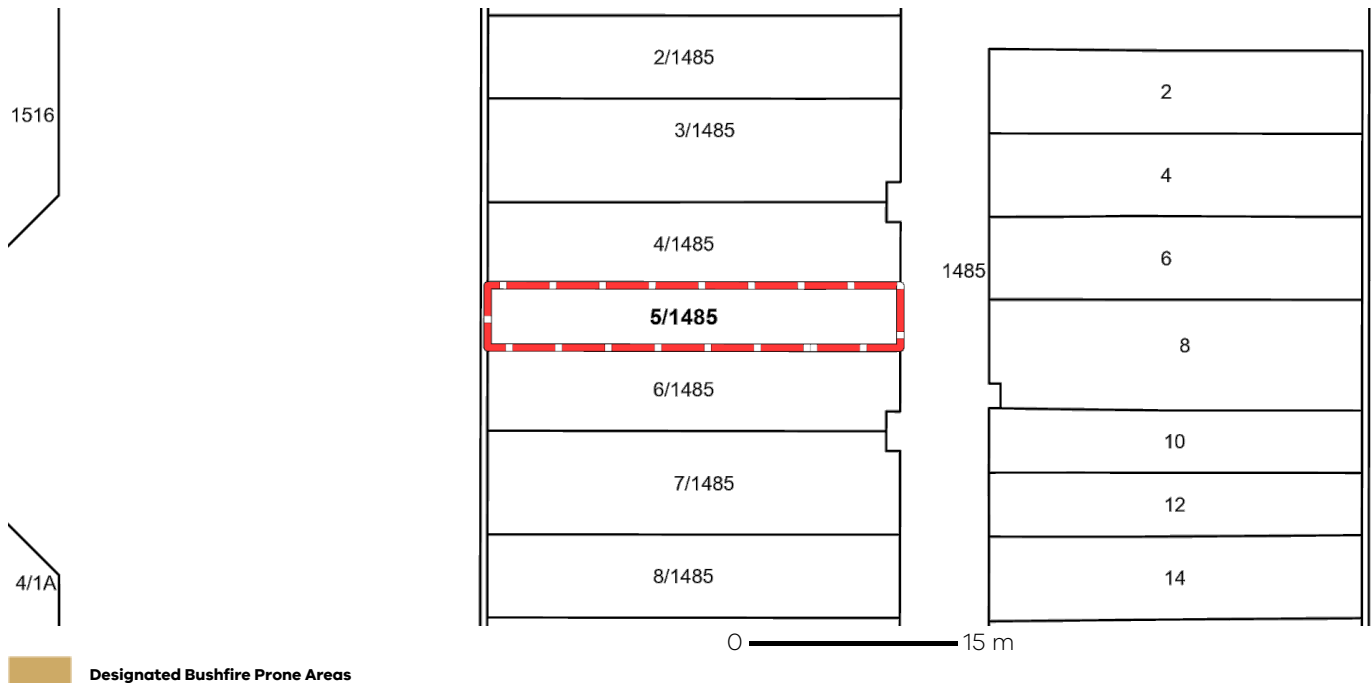
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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

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

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

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

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

Native Vegetation

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

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

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

32.08
31/07/2018
VC148

GENERAL RESIDENTIAL ZONE

Shown on the planning scheme map as **GRZ** , **R1Z** , **R2Z** or **R3Z** with a number (if shown).

Purpose

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

To encourage development that respects the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.08-1
27/03/2017
VC110

Neighbourhood character objectives

A schedule to this zone may contain neighbourhood character objectives to be achieved for the area.

32.08-2
01/01/2024
VC250

Table of uses

Section 1 - Permit not required

Use	Condition
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast) Home based business Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. Must not require a permit under Clause 52.06-3. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.

MORNINGTON PENINSULA PLANNING SCHEME

Use	Condition
Racing dog husbandry	Must be no more than 2 animals.
Railway	
Residential aged care facility	
Rooming house	Must meet the requirements of Clause 52.23-2.
Small second dwelling	Must be no more than one dwelling existing on the lot. Must be the only small second dwelling on the lot. Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dwelling, Residential aged care facility, Rooming house and Small second dwelling) Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience restaurant	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience shop	
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Food and drink premises (other than Convenience restaurant and Take away food premises) Grazing animal production Leisure and recreation (other than Informal outdoor recreation and Motor racing track) Market	

MORNINGTON PENINSULA PLANNING SCHEME

Use	Condition
Office (other than Medical centre)	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)	
Plant nursery	
Retail premises (other than Convenience shop, Food and drink premises, Market and Plant nursery)	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
Service station	The site must either: ■ Adjoin a commercial zone or industrial zone. ■ Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. The site must not exceed either: ■ 3000 square metres. ■ 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour
Animal production (other than Grazing animal production)
Animal training
Cinema based entertainment facility
Domestic animal boarding
Extractive industry
Horse husbandry
Industry (other than Automated collection point and Car wash)

Use**Motor racing track****Nightclub****Saleyard****Small second dwelling – if the Section 1 condition is not met****Transport terminal****Warehouse (other than Store)****32.08-3**14/12/2023
VC253**Subdivision****Permit requirement**

A permit is required to subdivide land.

An application to subdivide land that would create a vacant lot less than 400 square metres capable of development for a dwelling or residential building, must ensure that each vacant lot created less than 400 square metres contains at least 25 percent as garden area. This does not apply to a lot created by an application to subdivide land where that lot is created in accordance with:

- An approved precinct structure plan or an equivalent strategic plan;
- An incorporated plan or approved development plan; or
- A permit for development.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

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

VicSmart applications

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

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change.	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.	Clause 59.02
Subdivide land into 2 lots if: ▪ The construction of a building or the construction or carrying out of works on the land: – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot.	Clause 59.02

32.08-4
14/12/2023
VC253

Construction or extension of a dwelling, small second dwelling or residential building**Minimum garden area requirement**

An application to construct or extend a dwelling, small second dwelling or residential building on a lot must provide a minimum garden area as set out in the following table:

Lot size	Minimum percentage of a lot set aside as garden area
400 - 500 sqm	25%
Above 500 - 650 sqm	30%
Above 650 sqm	35%

This does not apply to:

- An application to construct or extend a dwelling, small second dwelling or residential building if specified in a schedule to this zone as exempt from the minimum garden area requirement;

- An application to construct or extend a dwelling, small second dwelling or residential building on a lot if:
 - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
 - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.08-4 on the approval date of Amendment VC110.

32.08-514/12/2023
VC253**Construction and extension of one dwelling on a lot****Permit requirement**

A permit is required to construct or extend one dwelling on a lot less than 300 square metres.

A permit is required to construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres and the fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

VicSmart applications

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

Class of application	Information requirements and decision guidelines
Construct or extend a dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54: ▪ A3 Street setback. ▪ A10 Side and rear setbacks. ▪ A11 Walls on boundaries. ▪ A12 Daylight to existing windows. ▪ A13 North-facing windows. ▪ A14 Overshadowing open space. ▪ A15 Overlooking.	Clause 59.14

For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.

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

If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.

Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres.

Clause 59.03

32.08-6
14/12/2023
VC253

Construction and extension of a small second dwelling on a lot**Permit requirement**

A permit is required to construct or extend a small second dwelling on a lot of less than 300 square metres.

A development must meet the requirements of Clause 54.

VicSmart applications

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

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

Construct or extend a small second dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54:

Clause 59.14

- A3 Street setback.
- A9 Building setback.
- A9.1 Safety and accessibility.
- A10 Side and rear setbacks.
- A11 Walls on boundaries.
- A12 Daylight to existing windows.
- A13 North-facing windows.
- A14 Overshadowing open space.
- A15 Overlooking.

For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.

If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.

32.08-7
14/12/2023
VC253

Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings**Permit requirement**

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.

- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.06-2.

A development must meet the requirements of Clause 55. This does not apply to a development of five or more storeys, excluding a basement.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

VicSmart applications

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

Class of application	Information requirements and decision guidelines
Construct or extend a front fence within 3 metres of a street if the fence is associated with 2 or more dwellings on a lot or a residential building.	Clause 59.03

Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

Clauses 55 and 58 of this scheme, as in force immediately before the approval date of Amendment VC174, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B6, B8, B9, B13, B17, B18, B28 and B32 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

32.08-914/12/2023
VC253**Residential aged care facility****Permit requirements**

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

32.08-1014/12/2023
VC253**Buildings and works associated with a Section 2 use**

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

VicSmart applications

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

Class of application	Information requirements and decision guidelines
Construct a building or construct or carry out works where: ▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or ▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and ▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: – A10 Side and rear setbacks. – A11 Walls on boundaries. – A12 Daylight to existing windows. – A13 North-facing windows. – A14 Overshadowing open space. – A15 Overlooking. For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory. If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	Clause 59.04

32.08-1114/12/2023
VC253**Maximum building height requirement for a dwelling, small second dwelling or residential building**

A building must not be constructed for use as a dwelling, small second dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 11 metres; and
- the building must contain no more than 3 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

Building height if land is subject to inundation

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

Application requirements

An application must be accompanied by the following information, as appropriate:

- For a residential development of four storeys or less, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The siting and use of existing and proposed buildings.
 - Adjacent buildings and uses.

- The building form and scale.
- Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

32.08-13
14/12/2023
VC253

Exemption from notice and review

Subdivision

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

32.08-14
14/12/2023
VC253

Decision guidelines

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

General

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

Dwellings, small second dwellings and residential buildings

- For the construction and extension of one dwelling on a lot and a small second dwelling, the applicable objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55. This does not apply to an apartment development of five or more storeys, excluding a basement.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

Non-residential use and development

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.

- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

32.08-15

14/12/2023
VC253

Signs

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

32.08-16

14/12/2023
VC253

Transitional provisions

The minimum garden area requirements of Clause 32.08-4 and the maximum building height and number of storeys requirements of Clause 32.08-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
 - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
 - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
 - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.08-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

22/07/2021
C255morn**SCHEDULE 1 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE**Shown on the planning scheme map as **GRZ1**.**MORNINGTON PENINSULA TOWN AREAS****1.0**
22/07/2021
C255morn**Neighbourhood character objectives**

None specified.

2.0
03/05/2024
VC255**Construction or extension of a dwelling, small second dwelling or residential building - minimum garden area requirement**

Is the construction or extension of a dwelling, small second dwelling or residential building exempt from the minimum garden area requirement?

No

3.0
03/05/2024
VC255**Requirements of Clause 54 and Clause 55**

	Standard	Requirement
Minimum street setback	A3 and B6	None specified
Site coverage	A5 and B8	None specified
Permeability	A6 and B9	None specified
Landscaping	B13	None specified
Side and rear setbacks	A10 and B17	None specified
Walls on boundaries	A11 and B18	None specified
Private open space	A17	None specified
	B28	None specified
Front fence height	A20 and B32	None specified

4.0
03/05/2024
VC255**Maximum building height requirement for a dwelling, small second dwelling or residential building**

None specified.

5.0
03/05/2024
VC255**Application requirements**

None specified.

6.0
03/05/2024
VC255**Decision guidelines**

None specified.

FORM 2

Regulation 37(1)

Building Act 1993

Building Regulations 2018

BUILDING PERMIT

ISSUED TO (AGENT OF OWNER)

Arcadia Built Pty Ltd - 1/30 Access Way, Carrum Downs - 3201, VIC - tony@arcadiabuilt.com.au

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Arcadia Built Pty Ltd - 1/30 Access Way, Carrum Downs - 3201, VIC - Telephone: 03 9708 2748

OWNERSHIP DETAILS

Angelo Taranto & Helena Cornelia Taranto - 57 The Crescent, Tyabb, - 3913, VIC
Contact: Angelo Taranto Email: homestrait@yahoo.com.au Telephone: 0438 152 437

PROPERTY DETAILS

Lot A (1485) Frankston-Flinders Road, Tyabb - 3913

LPIS	VOLUME	FOLIO	COUNTY
PS821922X	12362	728	-
CROWN ALLOTMENT	SECTION	PARISH	
-	-	-	
MUNICIPAL DISTRICT	Shire of Mornington Peninsula		

BUILDER

Arcadia Built Pty Ltd, 1/30 Access Way, Carrum Downs - 3201, VIC - 03 9708 2748

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS FORMING PART OF THE APPLICATION FOR THIS PERMIT

Arcadia Built Pty Ltd	Builder	CDB-U 51622
Mark Postill	Engineer	PE0001063
Kieran Doherty	Fire Engineer	PE0002307
Michael Dobbs	Fire Engineer	PE0003177

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS TO BE ENGAGED IN THE BUILDING WORK

Arcadia Built Pty Ltd	Builder	CDB-U 51622
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DETAILS OF DOMESTIC BUILDING WORK INSURANCE

Master Builders Insurance Brokers Pty Ltd

INSURANCE POLICY NUMBER

Unit 1 - C732919
Unit 2 - C732920
Unit 3 - C732921
Unit 4 - C732922
Unit 5 - C732923
Unit 6 - C732924
Unit 7 - C732925
Unit 8 - C732926
Unit 9 - C732927
Unit 10 - C732928
Unit 11 - C732929
Unit 12 - C732930
Unit 13 - C732931
Unit 14 - C732932
Unit 15 - C732933
Unit 16 - C732934
Unit 17 - C732935
Unit 18 - C732936
Unit 19 - C732937
Unit 20 - C732938
Unit 21 - C732939
Unit 22 - C732940
Unit 23 - C732941
Unit 24 - C732942
Unit 25 - C732943
Unit 26 - C732944

TOWN PLANNING PERMIT No. (IF APPLICABLE)

P20/1384

DATE OF TOWN PLANNING PERMIT

9 June 2021

NATURE OF BUILDING WORK

Proposed Construction of 26 New Dwellings and Garages

Version of BCA applicable to permit: National Construction Code Building Code of Australia 2019 – Volume 2

STOREYS CONTAINED	STAGE OF BUILDING WORK PERMITTED	COST OF BUILDING WORK	FLOOR AREA OF NEW BUILDING WORK
Two	Whole	\$6,889,609.00	4151 m2
BUILDING CLASSIFICATION	BCA CLASSIFICATION	DESCRIPTION	
Ground Floor & First Floor	1a(a)	Dwelling	
Ground Floor	10a	Garage	

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018
OCCUPANCY PERMIT - PARTIAL



PROPERTY DETAILS

Lot A (1485) Frankston-Flinders Road (Unit 26), Tyabb - 3913			
LP/PS	VOLUME	FOLIO	COUNTY
PS821922X	12362	728	-
CROWN ALLOTMENT	SECTION	PARISH	
-	-	-	
MUNICIPAL DISTRICT			
Shire of Mornington Peninsula			

BUILDING PERMIT DETAILS

Building Permit No.: 8457636697143
Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2019 – Volume 2

BUILDING DETAILS

Proposed Construction of 26 New Dwellings and Garages				
PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground Floor & First Floor	1a(b)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

PERFORMANCE SOLUTION (IF APPLICABLE)

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
- P2.1.1 (a) (b) (i)(ii)(iii) – Structural stability and resistance - P2.2.2 – Weatherproofing - P2.3.1 – Spread of fire - P2.3.4 – Building in Bushfire areas - P2.4.6 – Sound Insulation - P2.4.7 – Condensation and water vapour management - P2.6.1 – Energy Efficiency	A combination of deemed to satisfy solutions and Performance Solution/s was used to determine compliance with the Performance Requirement of the NCC BCA 2019 Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the Hebel PowerPanel XL External Wall system is supported by a CodeMark (CM40049) certificate of conformity that the product meets the Performance Requirements of the Building Regulations.

PERFORMANCE SOLUTION (IF APPLICABLE)

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
- P2.1.1 (a) (b) (i)(ii)(iii) – Structural stability and resistance - P2.2.2 – Weatherproofing - P2.3.1 – Spread of fire - P2.3.4 – Building in Bushfire areas - P2.4.6 – Sound Insulation - P2.4.7 – Condensation and water vapour management - P2.6.1 – Energy Efficiency	A combination of deemed to satisfy solutions and Performance Solution/s was used to determine compliance with the Performance Requirement of the NCC BCA 2019 Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the Hebel PowerPanelXL Intertency Wall system is supported by a CodeMark (CM40048) Certificate of conformity that the product meets the Performance Requirements of the Building Regulations.

PERFORMANCE SOLUTION (IF APPLICABLE)

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:
- P2.1.1(a) limited to (b)(i)(iii) – Structural stability and resistance - P2.2.2 – Weatherproofing	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA 2019 that relates to this project. The light weight cladding is supported by a CodeMark (CM20189) certificate of conformity that the product meets the performance requirements of the Building Regulations.

PERFORMANCE SOLUTION (IF APPLICABLE)

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
P2.3.1 – Spread of fire	- To provide technical justification for fire-resisting cantilevered external walls that do not commence at footings or ground slab or above a separating wall. - To provide technical justification for the balcony to be constructed within 900mm of the future allotment boundary.

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 NO.
1. Shire of Mornington Peninsula	Report & Consent – Legal Point of Discharge of Storm Water	133(2)
2. Shire of Mornington Peninsula	Report & Consent – Construction of buildings on land liable to flooding	153 (3)

CONDITIONS

Occupation is subject to the following conditions:

1. It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
2. A notice in accordance with AS 3660.1-2000 shall be permanently fixed at the entrance to the sub-floor or in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS3660.1-2000.
3. The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

DATE OF FINAL INSPECTION

22/08/2023

RELEVANT BUILDING SURVEYOR

Jeremy Wallert

BUSINESS

Checkpoint Building Surveyors
Address: 226 Normanby Road Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

REGISTRATION No.

BS-L 61003

OCCUPANCY PERMIT No.

8457636697143
Unit 26

SIGNATURE



DATE OF ISSUE

31/08/2023

NOTES:

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
2. Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

Domestic Building Insurance

Certificate of Insurance

Angelo Taranto, Helena Cornelia Taranto
**57 The Crescent
TYABB
VIC 3913**

Policy Number:

C732940

Policy Inception Date:

03/10/2022

Builder Account Number:

009535

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: **C03: New Multi-Dwelling Construction**

At the property: **Unit 22 1485 Frankston-Flinders Rd TYABB VIC 3913 Australia**

Carried out by the builder: **ARCADIA BUILT PTY LTD**

Builder ACN: **153723301**

! 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): **Angelo Taranto, Helena Cornelia Taranto**

Pursuant to a domestic building contract dated: **05/04/2022**

For the contract price of: **\$ 210,523.00**

Type of Cover: **Cover is only provided if ARCADIA BUILT 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*

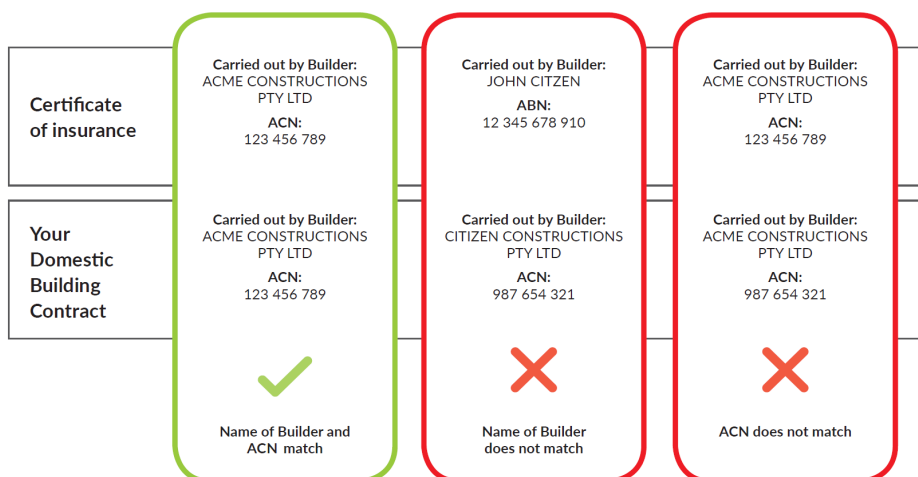
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,981.00
GST:	\$198.10
Stamp Duty:	\$217.91
Total:	\$2,397.01

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





All correspondence to:

P.O. Box 139, Somerville 3912

Address:

6D Eramosa Road East, Somerville 3912

Email us at:

admin@walshconveyancing.com.au

Phone: 03 5977 5111