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

Contract of Sale of Real Estate*

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

Property address **37 MELROSE TERRACE, SOMERVILLE VIC 3912**

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

The terms of this contract are contained in the -
- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –
- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -
- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

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

SIGNED BY THE VENDOR: .....

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

Print names(s) of person(s) signing: **Steven Mark Hall and Jenna Lee Hall**

.....

State nature of authority, if applicable: .....

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Name:	O`Brien Real Estate Somerville			
Address:	3/1065 Frankston Flinders Road, Somerville VIC 3912			
Email:	shelly.brown@obrienrealestate.com.au			
Tel:	59778877	Mob:	Fax: 59778010	Ref:

Vendor

Name:	Steven Mark Hall and Jenna Lee Hall
Address:	37 Melrose Terrace, Somerville VIC 3912

Vendor's legal practitioner or conveyancer

Name:	SP Conveyancing Victoria Pty Ltd			
Address:	Suite 2, 76 Station Street, Somerville VIC 3912			
Email:	spc05@spconveyancing.com.au			
Tel:	03 5977 5156	Fax:		Ref: JC:25334

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11629	Folio	552	79	PS 715101J

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 37 Melrose Terrace, Somerville VIC 3912

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

All fixtures and fittings of a permanent nature as inspected

Payment (general condition 11)

Price $

Deposit $ By (of which $ has been paid)

Balance $ payable at settlement

GST (general condition 13)

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

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

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

Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

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

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

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

~~☐ *residential tenancy agreement for a fixed term ending on~~

OR

~~☐ *periodic residential tenancy agreement determinable by notice~~

OR

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

~~**Terms contract** (general condition 23)~~

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

~~—~~

Loan (general condition 14)

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

Lender:

Loan amount: Approval date:

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

special conditions

Special Conditions

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

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

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

☒ **Special condition 1 – Payment**

General condition 11 is replaced with the following:

11. PAYMENT

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

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:
(a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 Payments may be made or tendered:
(a) up to $1,000 in cash; or
(b) by cheque drawn on an authorised deposit-taking institution; or
(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
However, unless otherwise agreed:
(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

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

☒ **Special condition 2 – Acceptance of title**

General condition 12.4 is added:

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

☒ **Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

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

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

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

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

☒ **Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

15A.5 The purchaser must:
(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
(b) ensure that the representative does so.

15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
(b) promptly provide the vendor with proof of payment; and
(c) otherwise comply, or ensure compliance, with this general condition;
despite:
(d) any contrary instructions, other than from both the purchaser and the vendor; and
(e) any other provision in this contract to the contrary.

15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5A – GST withholding**

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

General condition 15B is added:

15B. GST WITHHOLDING

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

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

15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.

15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

15B.4 The purchaser must:
(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
(b) ensure that the representative does so.

15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
(c) otherwise comply, or ensure compliance, with this general condition;
despite:
(d) any contrary instructions, other than from both the purchaser and the vendor; and
(e) any other provision in this contract to the contrary.

15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
(a) so agreed by the vendor in writing; and
(b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

15B.9 A party must provide the other party with such information as the other party requires to:
(a) decide if an amount is required to be paid or the quantum of it, or
(b) comply with the purchaser's obligation to pay the amount,
in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

15B.10 The vendor warrants that:
(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255 ; and
(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential

residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

17. SERVICE

17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act* 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

17.3 A document is sufficiently served:
(a) personally, or
(b) by pre-paid post, or
(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
(d) by email.

17.4 Any document properly sent by:
(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

21. NOTICES

21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

☒ **Special condition 8 – Electronic conveyancing**

8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

8.3 Each party must:
(a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
(c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

8.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

8.7 The parties must do everything reasonably necessary to effect settlement:
(a) electronically on the next business day, or
(b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

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

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

☐ **Special condition 9 – Deposit bond**

9.1 In this special condition:
(a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
(b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;

9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
(a) settlement;
(b) the date that is 30 days before the deposit bond expires;
(c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.

9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.

9.7 This special condition is subject to general condition 11.2.

☐ **Special condition 10 – Bank guarantee**

10.1 In this special condition:
(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
(a) settlement;
(b) the date that is 30 days before the bank guarantee expires;
(c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.

10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.

10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.

10.7 This special condition is subject to general condition 11.2.

☐ **Special condition 11 – Building report**

11.1 The purchaser may end this contract within ( ) days from the day of sale if the purchaser:
(a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
(b) gives the vendor a copy of the report and a written notice ending this contract; and
(c) is not then in default.

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

11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

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

☐ **Special condition 12 – Pest report**

12.1 The purchaser may end this contract within ( ) days from the day of sale if the purchaser:
(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
(b) gives the vendor a copy of the report and a written notice ending this contract; and
(c) is not then in default.

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

12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

☒ **Special condition 13 – Condition of Property**

13.1 The Purchaser/s accept/s the improvements on the land in their condition as at the day hereof and acknowledge/s that the Vendors do not warrant that any building, structure, fixture or other improvement is free from defect or is fit for any particular use.

13.2 The Vendors make no representations that the improvements on the land or any alterations extensions or additions to the property comply with the Victorian Building Regulations, the requirements, statutory or otherwise, of the Local Municipal Council or any other Statutory Authority. The Purchaser agrees not to make any requisitions or claim any compensation for any alleged non-compliance or call upon the Vendors to comply with any building requirements or to bear all or any part of the costs of compliance. Any alleged non-compliance or defect shall not constitute a defect in title nor shall it invalidate this contract.

13.3 The Vendors make no representations that swimming pool or spa on the property complies with the Swimming Pool Requirements under the Building Regulations 2018, the requirements, statutory or other, of the Local Municipal Council or any other Statutory Authority. The Purchaser/s must make all necessary enquiries with the Local Municipal Authority and any other Statutory Authority with respect to any swimming pool or spa on the property and comply with any requirements and bear all costs of compliance. The Purchaser/s agrees not to make any requisition or claim any compensation for any alleged non-compliance or call upon the Vendors to comply with any building requirements or to contribute to the cost of any compliance. Any alleged non-compliance by the Vendors shall not constitute a defect in title nor shall it invalidate this contract.

13.4 The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

☒ **Special condition 14 – Stamp Duty**

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

Name _____ _____%

Name _____ _____%

Total 100 %

☒ **Special condition 15 –Purchasers Acknowledgements**

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

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

(a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;

(b) Interest payable by the vendor under any existing mortgage over the property sold calculated from the due date;

(c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;

(d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor;

(e) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.

(f) All commissions, fees and advertising expenses payable to the sellers Real Estate Agent.

(g) A Settlement rebooking fee will be payable by the Purchaser in the sum of $220.00

(h) Any Land Tax, surcharge, penalty or other tax imposed or any other tax surcharge or penalty which is imposed when the due date in the contract is before the 31st December and where the settlement is delayed as a result of the default of the Purchaser until after the 31st December in the current year and the purchaser hereby grants an equitable charge over his current and future interest in the land sold in favour of the vendor to secure the payment of any such Land Tax surcharge, penalties or other tax and all costs associated therewith.

General Conditions

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

Title

1. ENCUMBRANCES

1.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations in the crown grant; and

(c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980**.**

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

3.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

11. PAYMENT

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

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

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

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

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

13. GST

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

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

(b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

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

13.8 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

14. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

15. ADJUSTMENTS

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

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

~~(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and~~

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by—

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act* 2000.

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

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

~~24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.~~

~~24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.~~

~~24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.~~

25. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

26. INTEREST

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

27. DEFAULT NOTICE

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable

costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

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

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

GUARANTEE and INDEMNITY

I/We, …….. of ……
and…….. of ……
being the **Sole Director** / **Directors**
of…….
of …… (called the "Guarantors")

IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
(c) by time given to the Purchaser for any such payment performance or observance;
(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this ..... day of 2025

SIGNED by the said)
)
Print Name:)
…….. ……..
Director (Sign)

in the presence of:)
)
Witness:)
……..

VENDORS STATEMENT

Vendor: S M Hall and J L Hall

Property: 37 Melrose Terrace, Somerville VIC 3912



Phone: 03 59775156 **PO Box 324 Somerville 3912**

Email spc05@bigpond.net.au **Suite 2/76 Station Street Somerville**

VENDORS STATEMENT

Vendor: **Steven Mark Hall and Jenna Lee Hall**

Property: **37 Melrose Terrace, Somerville VIC 3912**

Land being sold -That part of the land which is presently fenced and/or occupied by the Seller and contained within the land described in Certificate of Title **VOLUME 11629 FOLIO 552**

1. FINANCIAL MATTERS

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

(a) Council Rates do not exceed $2400.00 South East Water & Land Tax Certificates attached

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge which are not included in the above amount.

(c) Particulars of any charge (where registered or not) over the land imposed by or under an Act to secure an amount due under the Act, including the amount owing under the charge are as follows - NOT APPLICABLE

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

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

2. LAND USE RESTRICTIONS

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

2.1 **Easements** affecting the property – **Set out in P S715101J attached hereto**
2.2 **Covenants** affecting the property **– Set out in dealing AM632992C attached hereto**
2.3 **Leases** affecting the property **- None affecting**
2.4 **Other restrictions affecting the property–Set out in the documents attached hereto (if any)**

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

None to the knowledge of the Vendor
However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

3. PLANNING & ROAD ACCESS

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

Overlays – Landslip- Vegetation – Mining – or other General information – **As attached (if any)**
The land may have been declared by a relevant authority to be in an area which is liable to **flooding, bush fire** or **pest infestation.**

There is access to the property road.

4. BUSHFIRE – PRONE AREA

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

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

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

None to the Vendors knowledge, save as disclosed herein or in any Owners Corporation Certificate.

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

The land is in a Municipal District specified by the Minister administering the Mineral Resources Sustainable Development Act 1990.
Particulars of any Mining Licenses affecting the land are as follows: - **Not applicable**

6. BUILDING APPROVALS

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

SEE ATTACHED

7. SERVICES Information concerning supply of following:

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

Electricity ☐	Gas ☐	Water ☐	Sewerage ☐	Telephone ☐

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

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

8. OWNERS CORPORATION – Not applicable

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

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

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

9. LAND TAX, WINDFALL GAINS TAX and COMMERCIAL AND INDUSTRIAL PROPERTY TAX

Attached is a current Property Clearance Certificate which sets out the details of the above Taxes.

10. TITLE

Copy Register Search Statement attached.

11. SUBDIVISION - Registered, copy attached

DATE OF THIS STATEMENT 2025

Signature of Vendor _____

DATE OF ACKNOWLEDGMENT 2025

Signature of Purchaser _____

ATTACHMENTS – as applicable

Title Register Search Statement
A copy of the Plans of the Land
Copies of all Covenants, Easements, Section 173 Agreements, Charges and all other encumbrances registered on Title (other than Mortgages and Caveats which will be discharged or withdrawn at settlement)
~~Evidence of Title - Any other document which gives evidence of the Vendor`s Title to the Land (right to sell) – Copy head contract, Head Transfer of Land, ASP or APR~~
~~Subdivision A copy of the Plan of Subdivision which has been certified by the relevant Municipal Council or a copy of the latest version of the plan (if not certified)~~
~~Staged Subdivision (unregistered)~~
~~A copy of the plan of the first stage of the subdivision if the land is in a second or a subsequent stage~~
~~Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with~~
~~Details of any proposals relating to any subsequent stages that are known to the vendor~~
~~The statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision~~
~~Further Plan of Subdivision~~
~~If the later Plan of Subdivision has not been registered a copy of the Plan of Subdivision which has been certified by the relevant municipal council or a copy of the latest version of the plan (if applicable)~~
~~Tenancy~~
~~Copies of all Tenancy Agreements or Leases,~~
~~Planning Permit – if there is a current Planning Permit affecting the property~~
Bushfire Prone Area Report
~~All Notices – of which the vendor might reasonably be expected to have knowledge~~
~~Buildings~~
Building Permit for Pool
~~Owner Builder Building Report (not more than six months old), Owner Builder Insurance (if the value of building work $16,000.00 or more)~~
~~Owners Corporation or Service Company~~
~~Owners Corporation Certificate (including the Rules,, Minutes of most recent General Meeting and any Resolutions passed and the most recent accounts and balance sheet) and Statement of Advice and Information for prospective purchasers and lot owners~~

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 11629 FOLIO 552

Security no : 124127869236D
Produced 08/09/2025 12:22 PM

LAND DESCRIPTION

Lot 79 on Plan of Subdivision 715101J.
PARENT TITLE Volume 10273 Folio 366
Created by instrument PS715101J 28/01/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
STEVEN MARK HALL
JENNA LEE HALL both of 44A BANKSIA CRESCENT TYABB 3913
AM632992C 15/03/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX162330A 17/08/2023
AFSH NOMINEES PTY LTD

COVENANT AM632992C 15/03/2016

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
T360982R 17/10/1994

DIAGRAM LOCATION

SEE PS715101J 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: 37 MELROSE TERRACE SOMERVILLE VIC 3912

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 17/08/2023

DOCUMENT END

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Document Type	**Plan**
Document Identification	**PS715101J**
Number of Pages (excluding this cover sheet)	**6**
Document Assembled	**08/09/2025 12:22**

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Signed by Council: Mornington Peninsula Shire Council, Council Ref: S13/5029, Original Certification: 09/05/2013, Recertification: 21/12/2015, S.O.C.: 21/12/2015

PLAN OF SUBDIVISION

LV USE ONLY
EDITION 2

PLAN NUMBER
PS 715101J

LOCATION OF LAND

PARISH: TYABB

TOWNSHIP: ---

SECTION: ---

CROWN ALLOTMENT: 18 (PART)

CROWN PORTION: ---

TITLE REFERENCES: VOL 10273 FOL 366

LAST PLAN REFERENCE: PS 339228D, LOT S2

POSTAL ADDRESS: (AT TIME OF SUBDIVISION) 1 ONE CHAIN ROAD
SOMERVILLE 3912

MGA 94 CO-ORDINATES: (OF APPROX. CENTRE OF PLAN) E 341 200 ZONE: 55
N 5 767 330 GDA 94

CERTIFYING AUTHORITY

MORNINGTON PENINSULA SHIRE COUNCIL

REF: S13/5029

NOTATIONS

DEPTH LIMITATION - DOES NOT APPLY

THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. P02/0648

LOTS 1 TO 42 (BOTH INCLUSIVE) ARE NOT SHOWN ON THIS PLAN

APPURTENANT EASEMENT FOR DRAINAGE IN FAVOUR OF LOT A ON THIS PLAN HAS BEEN CREATED VIDE AN238577E.

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	MORNINGTON PENINSULA SHIRE COUNCIL
RESERVES Nos. 1 & 2	MORNINGTON PENINSULA SHIRE COUNCIL
RESERVE No 3	UNITED ENERGY DISTRIBUTION PTY. LTD.

NOTATIONS

OTHER PURPOSES OF PLAN:
TO REMOVE LOT S2 ON PS 339228D FROM THE STAGING PROCESS
PURSUANT TO SECTION 37(8) OF THE SUBDIVISION ACT, 1988
TO CREATE LOT Z

THIS PLAN IS BASED ON SURVEY.
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS Nos. 382, 383, 384, WB/90/CO5 AND WB/90/CO6 IN PROCLAIMED SURVEY AREA No. 17

EASEMENT INFORMATION

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

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
E-1, E-2, E-8	DRAINAGE	SEE PLAN	PS 339228D	MORNINGTON PENINSULA SHIRE COUNCIL
E-2, E-8	PIPELINE OR ANCILLARY PURPOSES	SEE PLAN	PS 339228D (SECTION 61 OF THE WATER INDUSTRY ACT)	SOUTH EAST WATER LIMITED
E-3	SEWERAGE	SEE PLAN	X867874R	SOUTH EAST WATER LIMITED
E-2, E-4, E-6, E-8, E-9	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION
E-5, E-6, E-8, E-9	DRAINAGE	SEE PLAN	THIS PLAN	MORNINGTON PENINSULA SHIRE COUNCL
E-7, E-8, E-9	POWERLINE	SEE PLAN	THIS PLAN (SECTION 88 ELECTRICITY INDUSTRY ACT 2000)	UNITED ENERGY DISTRIBUTION PTY. LTD.

Speedie Development Consultants Pty. Ltd.
SURVEYORS, ENGINEERS, PLANNERS AND DEVELOPMENT CONSULTANTS
55 Marine Parade Hastings Vic 3915 (03) 5979 5000
reception@speedies.com.au

DIGITALLY SIGNED BY LICENSED SURVEYOR:
ANDREW M LOVELOCK

REF: 7333AS3 VERSION 11

SHEET 1 OF 4 SHEETS

ORIGINAL SHEET SIZE A3

PLAN REGISTERED
TIME: 10:09AM
DATE: 28/01/2016
D GODFREY
Assistant Registrar of Titles

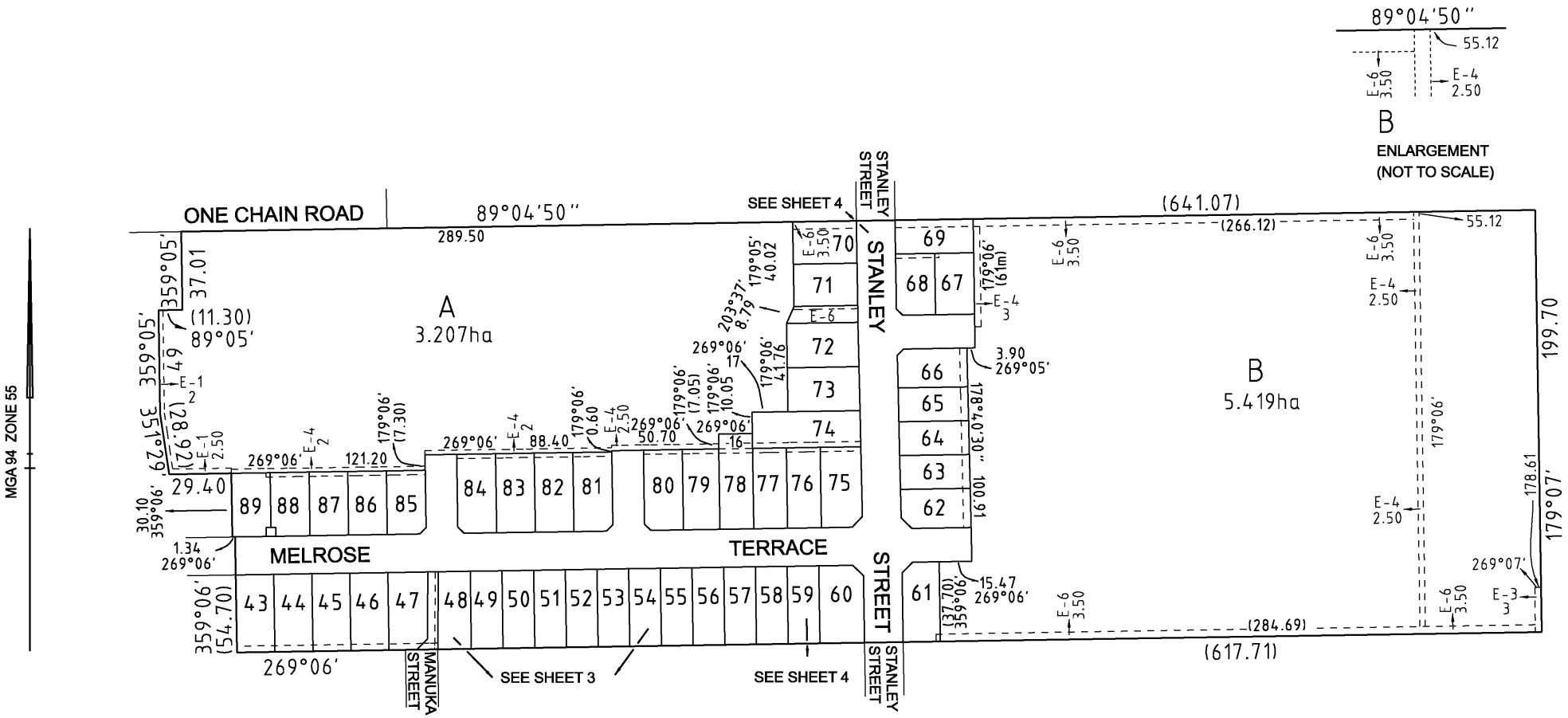
Signed by: andrew michael lovelock (Speedie Development Consultants Pty Ltd) Surveyor's Plan Version (11) SPEAR Ref: S032020V 04/12/2015, Amended: 27/01/2016.

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PLAN OF SUBDIVISION

PLAN NUMBER

PS 715101J



Speedie Development Consultants Pty. Ltd.
SURVEYORS, ENGINEERS, PLANNERS AND DEVELOPMENT CONSULTANTS
55 Marine Parade Hastings Vic 3915 (03) 5979 5000
reception@speedies.com.au

SCALE

50 0 50

LENGTHS ARE IN METRES

ORIGINAL SCALE 1:2000

DIGITALLY SIGNED BY LICENSED SURVEYOR:

ANDREW M LOVELOCK

REF: 7333AS3

VERSION 11

SHEET 2

ORIGINAL SHEET SIZE A3

CERTIFYING AUTHORITY

MORNINGTON PENINSULA SHIRE COUNCIL

REF: S13/5029

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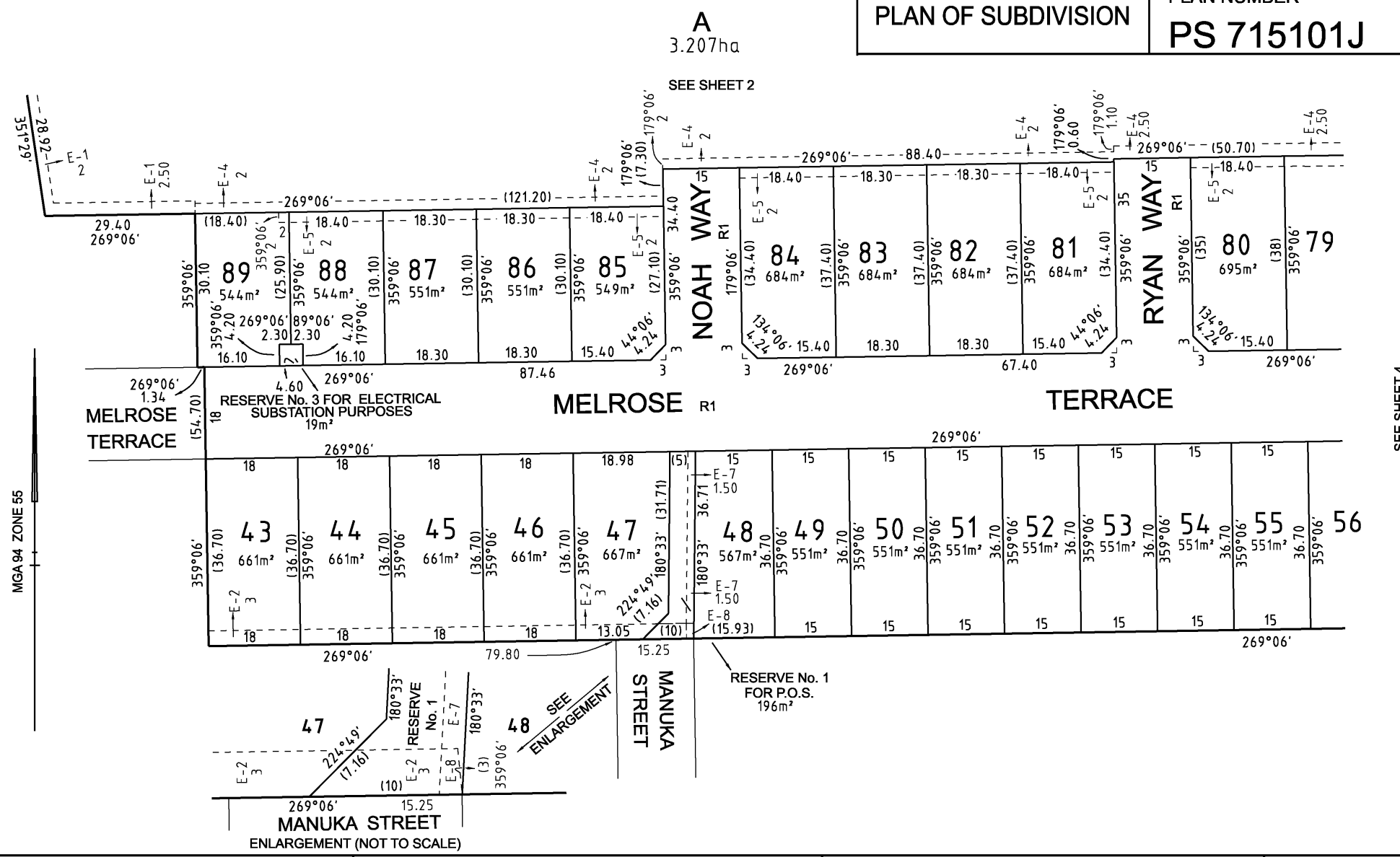
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PLAN OF SUBDIVISION

PLAN NUMBER

PS 715101J



Speedie Development Consultants Pty. Ltd. SURVEYORS, ENGINEERS, PLANNERS AND DEVELOPMENT CONSULTANTS 55 Marine Parade Hastings Vic 3915 (03) 5979 5000 reception@speedies.com.au	SCALE 10 0 10 20 30 LENGTHS ARE IN METRES ORIGINAL SCALE 1:750	DIGITALLY SIGNED BY LICENSED SURVEYOR: ANDREW M LOVELOCK REF: 7333AS3 VERSION 11	SHEET 3 ORIGINAL SHEET SIZE A3 CERTIFYING AUTHORITY MORNINGTON PENINSULA SHIRE COUNCIL REF: S13/5029

Signed by: andrew michael lovelock (Speedie Development Consultants Pty Ltd) Surveyor's Plan Version (11) SPEAR Ref: S032020V 04/12/2015, Amended: 27/01/2016.

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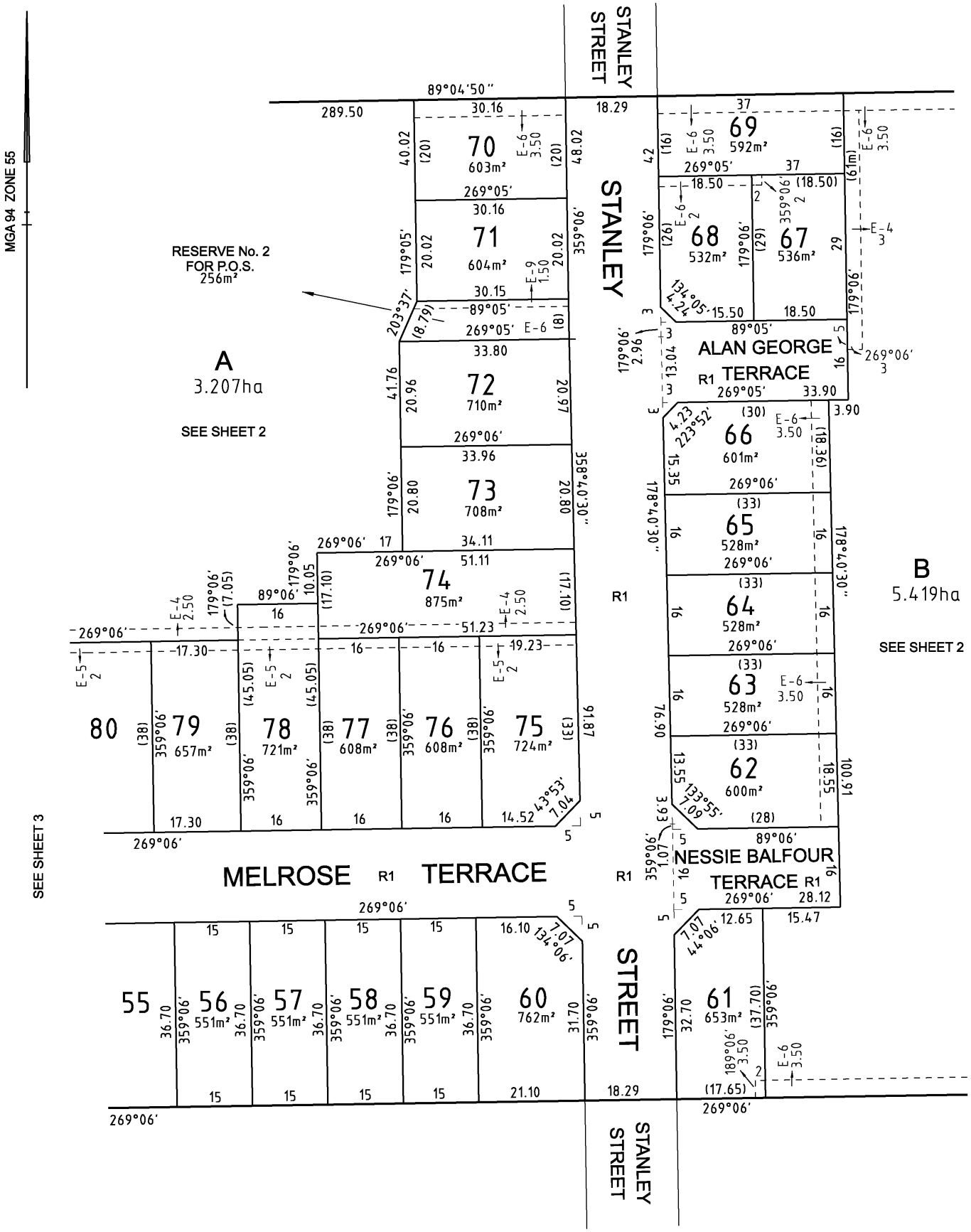
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PLAN OF SUBDIVISION

PLAN NUMBER

PS 715101J



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	DIGITALLY SIGNED BY LICENSED SURVEYOR: ANDREW M LOVELOCK	
	REF: 7333AS3 VERSION 11	

SHEET 4

ORIGINAL SHEET SIZE A3

CERTIFYING AUTHORITY
MORNINGTON PENINSULA SHIRE COUNCIL

REF: S13/5029

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS715101J

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT A		APPURTENANT EASEMENT NOTATION ADDED	AN238577E	03/11/16	2	SN

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Plan of Subdivision PS715101J

Certifying a New Version of an Existing Plan concurrently with Statement of Compliance (Form 12)

MORNINGTON PENINSULA Shire

COMMITTED TO A SUSTAINABLE PENINSULA

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S032020V
Plan Number: PS715101J
Responsible Authority Name: Mornington Peninsula Shire Council
Responsible Authority Reference Number 1: S13/5029
Surveyor's Plan Version: 11

Certification

☑ This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 09/05/2013

Statement of Compliance

☑ This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

◉ Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate:	Stephen Joy
Organisation:	Mornington Peninsula Shire Council
Date:	21/12/2015

Signed by: Stephen Joy (Mornington Peninsula Shire Council) 21/12/2015

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Document Type	**Instrument**
Document Identification	**AM632992C**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**08/09/2025 12:22**

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AM632992C

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by
Name:
Phone:
Address:
Reference:
Customer Code: 15228H

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio)* Lot **79** on Plan of Subdivision No. **PS 715101J** being the whole of the land described in Certificate of Title VOLUME 11629 FOLIO 552

Estate and Interest: *(e.g. "all my estate in fee simple")*
All our estate in fee simple

Consideration: $285,000-00

Transferor: *(full name)* RONALD ALAN CURRY and ANGELINA CURRY

Transferee: *(full name and address including postcode)* STEVEN MARK HALL and JENNA LEE HALL both of 44A Banksia Crescent Tyabb 3913 as Joint Proprietors

Directing Party: *(full name)*

Creation and/or Reservation of Easement and/or Restrictive Covenant

The Transferees for themselves and their successors and transferees hereby covenants with the Transferors and their successors and transferees the registered proprietor or proprietors for the time being of each allotment (but excluding the land hereby transferred) on Plan of Subdivision 715101J and each and every part thereof that they shall not without the previous consent in writing of the Transferors:-

R A Curry A. E.

30800812A Order to Register Duty Use Only

T2

Please register and issue the Certificate of Title to

Signed Customer Code

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

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AM632992C

Transfer of Land

Section 45 Transfer of Land Act 1958

Dated: 12-2-2016

Parties: RONALD ALAN CURRY and ANGELINA CURRY and STEVEN MARK HALL and JENNA LEE HALL

Signatures of the Parties

Dated: 12-2-2016

Execution and attestation:

SIGNED by the Transferors ..... R A Curry .....

..... A. Curry .....

in the presence of:

Witness .....

SIGNED by the Transferees .....

STEVEN MARK HALL

in the presence of: .....

JENNA LEE HALL

Witness .....

See Annexure page 1

30800812A

T2

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Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

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AM632992C

Annexure Page

Transfer of Land Act 1958

Privacy Collection Statement
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This is page 1 of 1 dated 12-2-2016 between RONALD ALAN CURRY and ANGELINA CURRY and STEVEN MARK HALL and JENNA LEE HALL

Signatures of the Parties

Covenant cont:

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

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

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

R A Curry A. E.

30800812A

A1

1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

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T360982R

Lodged By: PRICE BRENT
Code: 1413R
Ref: 26.SHI926/884

171094 1029 173

T360982R

Form 9.1

Titles Office Use Only

VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)

Volume 8985 Folio 200

ADDRESS OF THE LAND

One Chain Road, Somerville

RESPONSIBLE AUTHORITY (name and address)

HASTINGS SHIRE COUNCIL of Marine Parade Hastings 3915

PLANNING SCHEME

Hastings Planning Scheme

AGREEMENT DATE	AGREEMENT WITH (name and address)
6 September, 1994	ALAN GEORGE CURRY and AGNES McKERRACHER CURRY both of 12 Chadwell Grove Chelsea

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority ..... Z Cowley

Name of Officer ..... Allan Cowley

Date 7/10/94

SHI926-884

80837 GHP BJM 08/12/94

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PRICE BRENT

Solicitors

Melbourne

AGREEMENT PURSUANT TO SECTION 173 PLANNING AND ENVIRONMENT ACT 1987

THIS AGREEMENT made the 6th day of September 1994 pursuant to Division 2 of Part 9 of the Planning and Environment Act 1987 ("the Act") B E T W E E N the Responsible Authority and the Owner WITNESSES THAT:-

A. The Owner is registered or entitled to be registered as proprietor of the site known as Lot 2, One Chain Road, Somerville and shown as Part 3 in Schedule 2.

B. The site is within the Zone of the Scheme.

C. The Responsible Authority is the relevant responsible authority under the Scheme and enters into this Agreement pursuant to Section 173 of the Act.

D. The Owner agrees that the Responsible Authority could require the transfer to it of public open space in the event that a planning permit is issued for the subdivision of the site for residential purposes.

E. The Owner and the Responsible Authority desire to make orderly provision for public open space.

F. In consideration of the execution by Ronald Alan Curry of the Agreement attached as Schedule 3, the said Ronald Alan Curry being the son of the Owner, the Responsible Authority has agreed to reduce the requirement for the provision of public open space on the site in the event that the site is subdivided for residential purposes on the terms and conditions appearing in this Agreement.

G. The Owner and the Responsible Authority desire to make provision for the consolidated provision of public open space.

NOW THEREFORE IT IS EXPRESSLY AGREED as follows:-

1. This Agreement is made pursuant to Division 2 of Part 9 of the Act.

2. This Agreement is entered into for the purpose of furthering the objectives of the Hastings Planning Scheme by facilitating the consolidation of public open space.

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3. This Agreement commences on the commencement date.

4. The Responsible Authority and the Owner agree that the Responsible Authority would be entitled to require the provision of 5% of the area of the site for public open space, in the event that a planning permit is issued for the subdivision of the site for residential purposes. The amount of such public open space is 7,975m².

5. The Owner and the Responsible Authority agree that it is desirable to consolidate the provision of public open space and the Owner and the Responsible Authority agree that, in lieu of the provision specified in Clause 4 of this Agreement, the Owner will set aside and transfer or vest in the Responsible Authority land for public open space purposes having a total area of 1,380m² in a manner and at locations that are to the satisfaction of the Responsible Authority. This public open space must be shown on and it must be provided for it to vest in the Responsible Authority on any Plan of Subdivision of the site.

6. The Owner and the Responsible Authority agree that on the provision of public open space in accordance with Clause 4 of this Agreement and upon each and every other covenant contained in this Agreement to be performed by the Owner, the provision of public open space in accordance with Clause 5 will be deemed to satisfy the public open space requirement set out in Condition 15 of the Planning Permit.

7. Upon the Owner satisfying each and every covenant contained in this Agreement to be performed by the Owner, the provision of public open space in accordance with Clause 5 of this Agreement will be deemed to represent the full and final open space contribution in relation to the subdivision of the Owner's land for residential purposes and that the Responsible Authority will not be entitled to require any additional public open space contribution even if the Responsible Authority amends its planning scheme to require a greater contribution for public open space.

8. This Agreement is conditional on and subject to the execution by Ronald Alan Curry of an Agreement in the form or effect of the Agreement set out at Schedule 3; the registration of that Agreement pursuant to Section 181 Planning and Environment Act 1987 against the lands comprised in Certificates of Title Volume 8128 Folio 173 and

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Volume 9660 Folio 747 and the due performance of the Owner's obligations under that Agreement.

9. In the event that the public open space referred to in the Agreement at Schedule 3 having a total area of 14,350m² has not been vested in the Responsible Authority at the time the Owner applies for a planning permit to subdivide the site, this Agreement will not be binding on the Responsible Authority and the Responsible Authority may require a contribution towards public open space in accordance with the provisions of the Planning and Environment Act, the Hastings Planning Scheme and the Subdivision Act, as if this Agreement had not been executed, provided that, on completion of the vesting of land for public open space as aforesaid, this Agreement will be binding on the Responsible Authority and the Responsible Authority will use its best endeavours to amend any planning permit to accord with this Agreement.

10. Nothing in this Agreement shall oblige the Responsible Authority to approve of or issue a permit for any use development or subdivision of any of the sites. In the event that the Responsible Authority determines to issue any such permit, the public open space requirements specified in any such permit must be in accordance with this Agreement.

11. If the Owner fails to do any act matter or thing that the Owner is required to do by this Agreement within the time specified in this Agreement an authorised officer of the Responsible Authority may give the Owner written notice specifying the breaches of this Agreement and requiring such breaches to be remedied within thirty (30) days after the giving of such notice. If the Owner fails to remedy the breach of this Agreement within thirty (30) days after the giving of the notice the Responsible Authority may by its officers, employees, agents and contractors enter the site and remedy the breach at the cost of the Owner. The cost of remedying the breach shall be a debt due by the Owner to the Responsible Authority payable on demand. A certificate signed by the Municipal Clerk shall be conclusive proof of the cost of remedying the breach.

12. 12.1 For better securing compliance with this Agreement, the Owner -

(a) hereby appoints the Responsible Authority as its lawful attorney to do all things the Owner is capable of doing for the purposes of giving effect to this Agreement or necessary to give effect to any of the duties or

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obligations imposed on the Owner pursuant to this Agreement and hereby authorises the Responsible Authority to do so and will ratify whatever the Council shall lawfully do or cause to be done by virtue of this Power of Attorney;

(b) shall forthwith on demand made on it by the Responsible Authority pay the costs ad expenses (including building costs) of and incidental to the Responsible Authority exercising its powers pursuant to this Agreement; and

(c) hereby irrevocably licenses the Responsible Authority and its officers, employees, agents and contractors to enter upon any part of the land for the purposes of giving effect to this Agreement.

12.2 The Responsible Authority must not invoke any power conferred on it by this Clause unless there has been a breach of this Agreement which has not been remedied within thirty (30) days after the giving of notice of that breach.

13. For better securing compliance with this Agreement, the Owner hereby charges in favour of the Responsible Authority all the Owner's estate and interest legal and equitable in each of the sites to the extent of the obligations imposed on the Owner by this Agreement and to the amount of any monies which may be payable by the Owner to the Responsible Authority under this Agreement, **PROVIDED THAT** this Clause shall not prevent the Owner from mortgaging or otherwise encumbering the site or any part thereof for the normal business purposes of the Owner.

14. If the public open space to be provided on the Owner's land is transferred to the Responsible Authority within three months after the date of execution of this Agreement, Clauses 11 and 12.1 and 12.2 will cease to apply on transfer or vesting of the said public open space in the Responsible Authority.

15. The Owner shall do all things necessary and expedient to enable the Responsible Authority to register this Agreement with the Registrar of Titles against the title to each of the sites pursuant to Section 181 of the Act. The Responsible Authority shall request the Registrar of Titles to withdraw registration of this Agreement from such title upon

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the termination of the Agreement or the Owner's obligations hereunder being satisfied and fulfilled.

16. The Owner warrants and covenants:-

16.1 That the Owner is the registered proprietor or entitled to become the registered proprietor each of the sites and the beneficial owner thereof;

16.2 That there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting each of the sites not disclosed by the usual searches or notified to the Responsible Authority;

16.3 No part of each of the sites is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the Transfer of Land Act;

16.4 The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with the possession of each of the sites or any part thereof without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

17. The Owner's obligations hereunder are intended to take effect as covenants which shall be annexed to and run at law and in equity with each of the sites and bind the Owner thereof and any part thereof and the successors, assignees, transferees and registered proprietor or proprietors for the time being of each of the sites and every part thereof.

18. The Responsible Authority will pay its own costs of the preparation, execution and registration on title of this Agreement.

19. Any monies owing to the Responsible Authority by the Owner under this Agreement shall bear interest at a rate 2% above the rate prescribed under the Penalty Interests Rate Act or any later equivalent enactment from the date that such monies became due until they are paid in full.

20. In this Agreement words importing the singular or plural number shall include the plural or singular number respectively and words importing the masculine gender shall include the feminine and neuter genders.

21. In this Agreement a reference to an Act of Parliament or Section thereof or any Regulation shall be deemed to include any statutory modification or re-enactment thereof.

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22. In this Agreement where the Owner constitutes more than one person, the obligations on the part of the Owner shall be deemed to be joint and several.

23. If the Owner is registered as the proprietor of any of the sites as trustee of any trust, the Owner, for the purposes of this Agreement, shall be deemed to include each beneficiary of the relevant trust and the Owner in executing this Agreement does so intending to assume both personal liability and to bind the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this Agreement by the terms of the Trust Deed.

24. This Agreement shall end on the termination date.

25. In this Agreement:-

25.1 the "Responsible Authority" means the Responsible Authority named at Item 1 of the Schedule;

25.2 the "Owner" means the Owner named at Item 2 of the Schedule;

25.3 the "Site" means the Site described at Item 3 of the Schedule;

25.4 the "Scheme" means the Planning Scheme named at Item 4 of the Schedule;

25.5 the "Zone" means the Zone in the Planning Scheme described at Item 5 of the Schedule;

25.6 the "Permit" means the Permit described at Item 6 of the Schedule;

25.7 the "Commencement Date" means the Commencement Date stated in Item 7 of the Schedule;

25.8 the "Termination Date" means the Termination Date stated in Item 8 of the Schedule.

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SCHEDULE ONE

1.	The Responsible Authority:	**HASTINGS SHIRE COUNCIL**
2.	The Owner:	**ALAN GEORGE CURRY and AGNES McKERRACHER CURRY** both of 12 Chadwell Grove Chelsea
3.	The Site:	Lot 2 on Plan of Subdivision No. 98758 Volume 8985 Folio 200
4.	The Scheme:	Hastings Planning Scheme
5.	The Zone:	Residential 1
6.	The Permit:	Permit No. 7539
7.	The Commencement Date:	The day of 1994
8.	The Termination Date:	On the completion of the Owner's obligations under this Agreement or earlier by agreement

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of **THE PRESIDENT COUNCILLORS AND CITIZENS OF THE SHIRE OF HASTINGS** was hereunto affixed in the presence of:-)

..... Councillor

..... Councillor

..... Chief Executive Officer

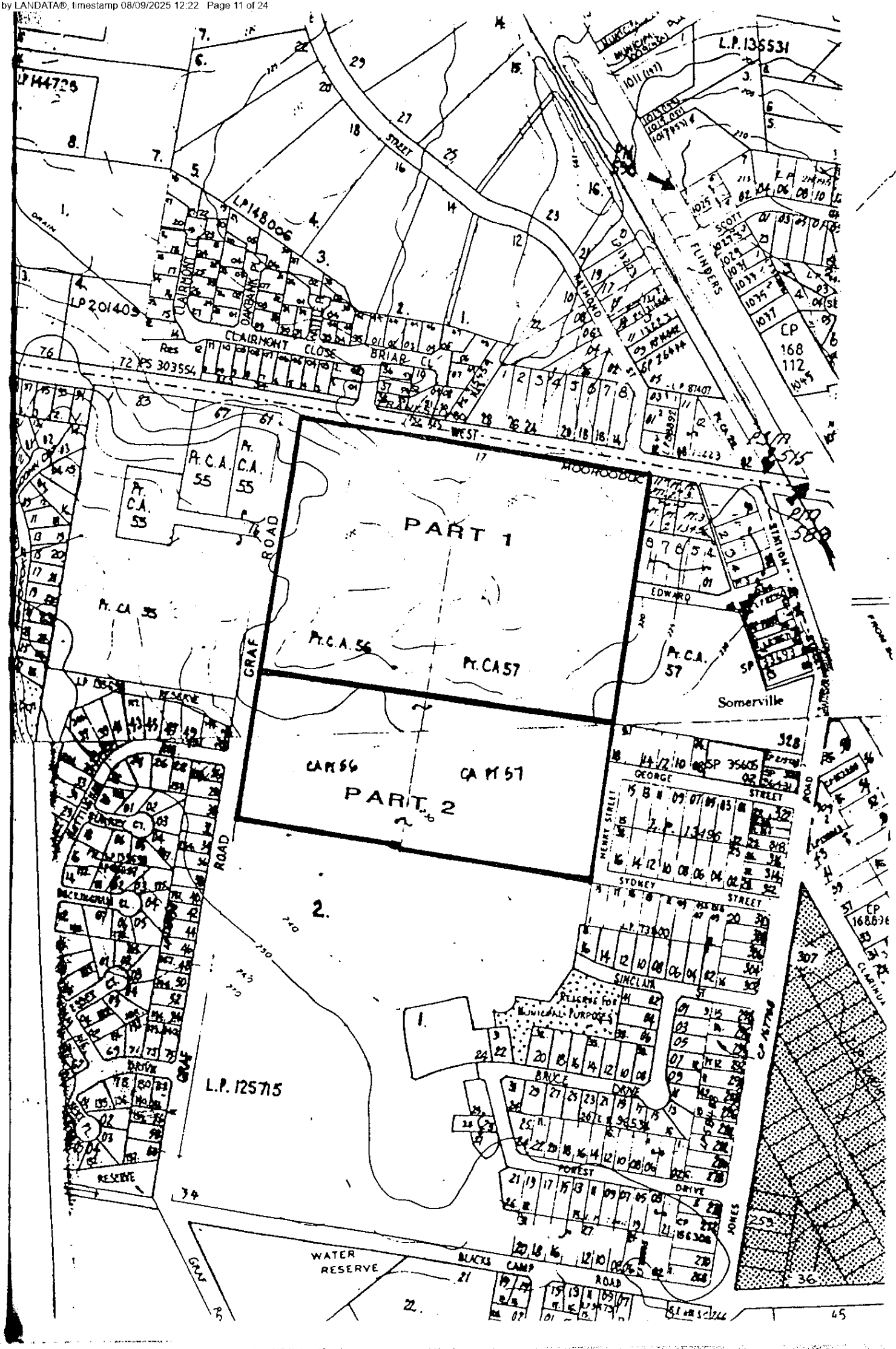
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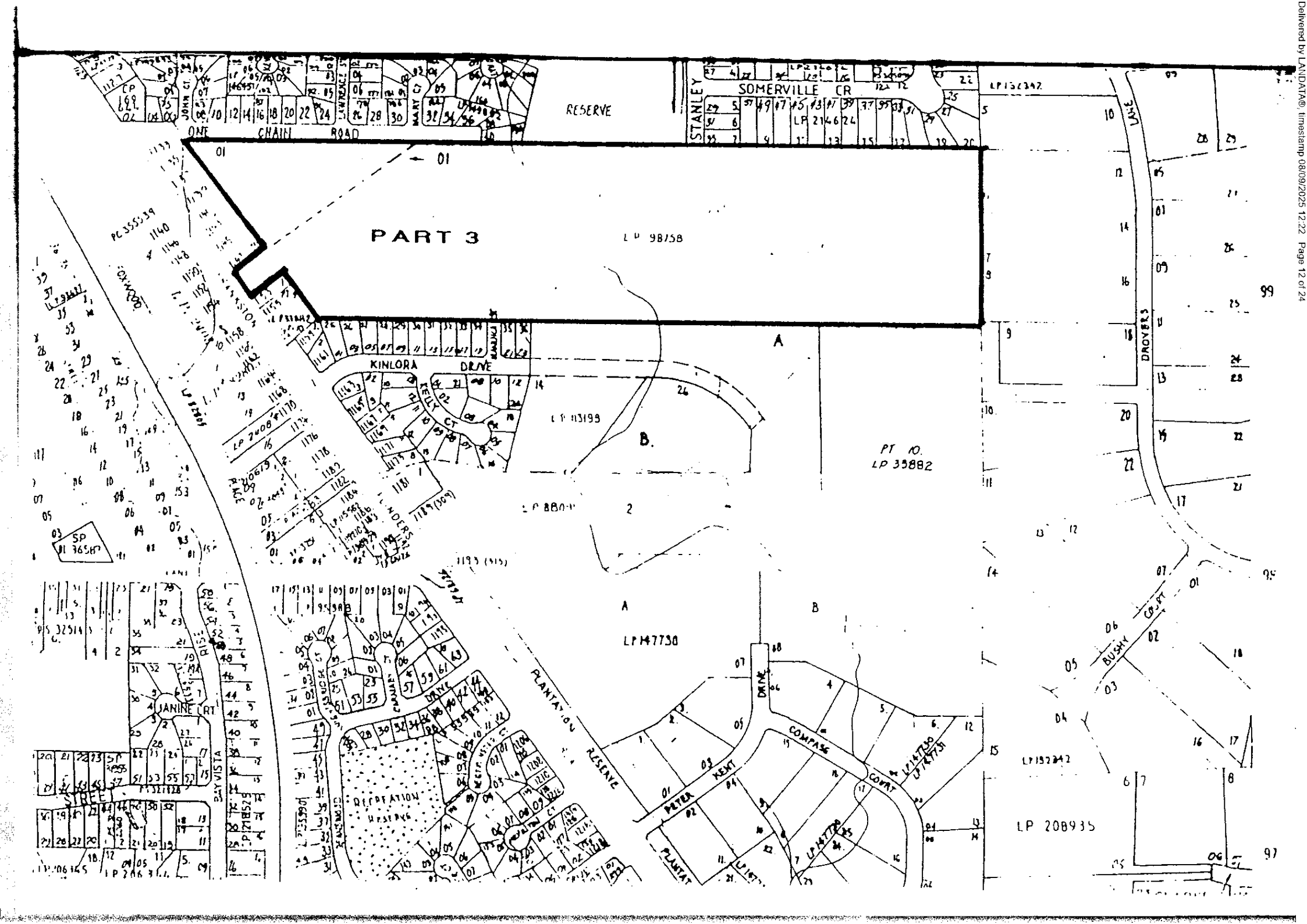
SIGNED SEALED AND DELIVERED by the)
said **ALAN GEORGE CURRY and AGNES**)
McKERRACHER CURRY in the presence of:)

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SCHEDULE TWO

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SCHEDULE THREE

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PRICE BRENT

Solicitors

Melbourne

AGREEMENT PURSUANT TO SECTION 173 PLANNING AND ENVIRONMENT ACT 1987

THIS AGREEMENT made the 6th day of September 1994 pursuant to Division 2 of Part 9 of the Planning and Environment Act 1987 ("the Act") B E T W E E N the Responsible Authority and the Owner WITNESSES THAT:-

A. The Owner is registered or entitled to be registered as the proprietor of the two sites, known as -

A.1 Part CA 56, Eramosa Road West, Parish of Moorooduc, being the land comprised in Certificate of Title Volume 9960 Folio 747;

A.2 Part CA57, Eramosa Road West, Parish of Moorooduc, being the land comprised in Certificate of Title Volume 8128 Folio 173.

B. For the purposes of this Agreement, the site is deemed to be divided into two parcels in accordance with Schedule 2 and as follows -

B.1 Part 1 - comprising part of the land comprised in Certificates of Title Volume 9960 Folio 747 and Volume 8128 Folio 173 having an area of 10.1 hectares;

B.2 Part 2 - being part of the land comprised in Certificates of Title Volume 9960 Folio 747 and Volume 8128 Folio 173, having an area of 6.1 hectares.

C. The sites are each within the following Zones of the Scheme -

Part 1 - District Business Zone;

Part 2 - Residential 1 Zone.

D. The Responsible Authority is the relevant responsible authority under the Scheme and enters into this Agreement pursuant to Section 173 of the Act.

E. The Responsible Authority has issued planning permit No. 8631 for a commercial development and subdivision of part of Part 1 requiring a public open space contribution of 4,380m², being 5% of the land included in the permit.

F. The Responsible Authority is entitled to require contributions of further public open space in respect of the balance of Part 1 and Part 2 of the site.

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G. The Owner and the Responsible Authority desire to make provision for the consolidated provision of public open space.

H. The Owner has agreed to provide for more than 5% public open space on the site provided that the Responsible Authority agrees with Alan George Curry and Agnes McKerracher Curry ("the Owners of Part 3") being the registered proprietors of all that piece of land being Lot 2 on Plan of Subdivision No. 98758 and being the whole of the land comprised in Certificate of Title Volume 8985 Folio 200 ("Part 3") to reduce the amount of public open space that will be required in respect of Part 3, on Part 3 being subdivided for residential purposes.

NOW THEREFORE IT IS EXPRESSLY AGREED as follows:-

1. This Agreement is made pursuant to Division 2 of Part 9 of the Act.

2. This Agreement is entered into in compliance with the conditions of the permit and pursuant to an agreement between the Responsible Authority and the Owner to provide for public open space on each of the sites.

3. This Agreement commences on the commencement date.

4. The Responsible Authority and the Owner agree that the Responsible Authority is entitled to have transferred to it for public open space pursuant to the provisions of the Planning and Environment Act 1987 and the Subdivision Act 1988, an area of land equal to 5% of the area of Part 1, Part 2 and Part 3, namely -

Part 1 -	4,689m²;
Part 2 -	3,063m²;
Part 3 -	7,975m²
Total:	**15,730m²**

5. The Owner and the Responsible Authority agree that it is desirable to consolidate public open space and the Owner and the Responsible Authority agree that in lieu of the provision of public open space to which the Responsible Authority would be entitled and as set out in Clause 4, the Owner will provide public open space as follows -

Part 1 -	12,864m²
Part 2 -	1,486m²
Total	**14,350m²**

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6. The Owner has submitted to the Responsible Authority Plan of Subdivision No. PS332339G which subdivides part of Part 1 and provides for Public Open Space Reserve No. 1 1,320m² and public open space Reserve No. 2 11,550m².

7. On the registration of Plan of Subdivision 332339G and the vesting in the Responsible Authority of the reserves for public open space shown thereon the Owner shall, subject to the further obligations set out below, be deemed to have complied with all the requirements for the transfer of land to the Responsible Authority for public open space in respect of Part 1 and Part 2 and the Responsible Authority shall not require any further such contribution or any cash in lieu thereof except as provided in the following Clause.

8. The Owner must provide further public open space having an area of 1,486m² the provision of which and the location of which shall be to the satisfaction of the Responsible Authority. This additional public open space must be shown on and it be provided for it to vest in the Responsible Authority, in any Plan of Subdivision of Part 2.

9. The Owner and the Responsible Authority agree that on the provision of public open space in accordance with Clause 7 of this Agreement and upon each and every other covenant contained in this Agreement to be performed by the Owner, the provision of public open space in accordance with Clause 8 will be deemed to satisfy the public open space requirement set out in Condition 15 of the Planning Permit.

10. Upon the Owner satisfying each and every covenant contained in this Agreement to be performed by the Owner, the provision of public open space in accordance with Clause 8 of this Agreement will be deemed to represent the full and final open space contribution in relation to the subdivision of the Owner's land for residential purposes and that the Responsible Authority will not be entitled to require any additional public open space contribution even if the Responsible Authority amends its planning scheme to require a greater contribution for public open space.

11. This Agreement is subject to and conditional upon the Responsible Authority sealing an Agreement in the form or to the effect of Schedule 3.

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12. Nothing in this Agreement shall oblige the Responsible Authority to approve of or issue a permit for any use development or subdivision of any of the sites. In the event that the Responsible Authority determines to issue any such permit, the public open space requirements specified in any such permit must be in accordance with this Agreement.

13. If the Owner fails to do any act matter or thing that the Owner is required to do by this Agreement within the time specified in this Agreement an authorised officer of the Responsible Authority may give the Owner written notice specifying the breaches of this Agreement and requiring such breaches to be remedied within thirty (30) days after the giving of such notice. If the Owner fails to remedy the breach of this Agreement within thirty (30) days after the giving of the notice the Responsible Authority may by its officers, employees, agents and contractors enter the site and remedy the breach at the cost of the Owner. The cost of remedying the breach shall be a debt due by the Owner to the Responsible Authority payable on demand. A certificate signed by the Municipal Clerk shall be conclusive proof of the cost of remedying the breach.

14. 14.1 For better securing compliance with this Agreement,the Owner -

(a) hereby appoints the Responsible Authority as its lawful attorney to do all things the Owner is capable of doing for the purposes of giving effect to this Agreement or necessary to give effect to any of the duties or obligations imposed on the Owner pursuant to this Agreement and hereby authorises the Responsible Authority to do so and will ratify whatever the Council shall lawfully do or cause to be done by virtue of this Power of Attorney;

(b) shall forthwith on demand made on it by the Responsible Authority pay the costs ad expenses (including building costs) of and incidental to the Responsible Authority exercising its powers pursuant to this Agreement; and

(c) hereby irrevocably licenses the Responsible Authority and its officers, employees, agents and contractors to enter upon any part of the land for the purposes of giving effect to this Agreement.

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14.2 The Responsible Authority must not invoke any power conferred on it by this Clause unless there has been a breach of this Agreement which has not been remedied within thirty (30) days after the giving of notice of that breach.

15. For better securing compliance with this Agreement, the Owner hereby charges in favour of the Responsible Authority all the Owner's estate and interest legal and equitable in each of the sites to the extent of the obligations imposed on the Owner by this Agreement and to the amount of any monies which may be payable by the Owner to the Responsible Authority under this Agreement, **PROVIDED THAT** this Clause shall not prevent the Owner from mortgaging or otherwise encumbering the site or any part thereof for the normal business purposes of the Owner.

16. If the public open space to be provided on the Owner's land is transferred to the Responsible Authority within three months after the date of execution of this Agreement, Clauses 13, 14.1 and 14.2 will cease to apply on transfer or vesting of the said public open space in the Responsible Authority.

17. The Owner shall do all things necessary and expedient to enable the Responsible Authority to register this Agreement with the Registrar of Titles against the title to each of the sites pursuant to Section 181 of the Act. The Responsible Authority shall request the Registrar of Titles to withdraw registration of this Agreement from such title upon the termination of the Agreement or the Owner's obligations hereunder being satisfied and fulfilled

18. The Owner warrants and covenants:-

18.1 That the Owner is the registered proprietor or entitled to become the registered proprietor each of the sites and the beneficial owner thereof;

18.2 That there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting each of the sites not disclosed by the usual searches or notified to the Responsible Authority;

18.3 No part of each of the sites is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the Transfer of Land Act;

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18.4 The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with the possession of each of the sites or any part thereof without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

19. The Owner's obligations hereunder are intended to take effect as covenants which shall be annexed to and run at law and in equity with each of the sites and bind the Owner thereof and any part thereof and the successors, assignees, transferees and registered proprietor or proprietors for the time being of each of the sites and every part thereof.

20. The Responsible Authority will pay its own costs of the preparation, execution and registration on title of this Agreement.

21. Any monies owing to the Responsible Authority by the Owner under this Agreement shall bear interest at a rate 2% above the rate prescribed under the Penalty Interests Rate Act or any later equivalent enactment from the date that such monies became due until they are paid in full.

22. In this Agreement words importing the singular or plural number shall include the plural or singular number respectively and words importing the masculine gender shall include the feminine and neuter genders.

23. In this Agreement a reference to an Act of Parliament or Section thereof or any Regulation shall be deemed to include any statutory modification or re-enactment thereof.

24. In this Agreement where the Owner constitutes more than one person, the obligations on the part of the Owner shall be deemed to be joint and several.

25. If the Owner is registered as the proprietor of any of the sites as trustee of any trust, the Owner, for the purposes of this Agreement, shall be deemed to include each beneficiary of the relevant trust and the Owner in executing this Agreement does so intending to assume both personal liability and to bind the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this Agreement by the terms of the Trust Deed.

26. This Agreement shall end on the termination date.

27. In this Agreement:-

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27.1 the "Responsible Authority" means the Responsible Authority named at Item 1 of the Schedule;

27.2 the "Owner" means the Owner named at Item 2 of the Schedule;

27.3 the "Site" means the Site described at Item 3 of the Schedule;

27.4 the "Scheme" means the Planning Scheme named at Item 4 of the Schedule;

27.5 the "Zone" means the Zone in the Planning Scheme described at Item 5 of the Schedule;

27.6 the "Permit" means the Permit described at Item 6 of the Schedule;

27.7 the "Commencement Date" means the Commencement Date stated in Item 7 of the Schedule;

27.8 the "Termination Date" means the Termination Date stated in Item 8 of the Schedule.

SCHEDULE ONE

1.	The Responsible Authority:	**HASTINGS SHIRE COUNCIL**
2.	The Owner:	**RONALD ALAN CURRY** of 37 Harkaway Road Harkaway
3.	The Sites:	Part CA 56 Eramosa Road West, Somerville, Volume 8128 Folio 173 together with part Crown Allotment 56 Eramosa Road West, Somerville, Volume 9660 Folio 747.
4.	The Scheme:	Hastings Planning Scheme
5.	The Zone:	Part 1 - District Business Zone Part 2 - Residential 1 Zone
6.	The Permit:	Permit No. 8631
7.	The Commencement Date:	The date of execution of this Agreement
8.	The Termination Date:	On the completion of the transfer to or vesting in the Responsible Authority of land for public open space having a total area of 14,350m² or by agreement of the parties

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of **THE PRESIDENT COUNCILLORS AND CITIZENS OF THE SHIRE OF HASTINGS** was hereunto affixed in the presence of:-)

..... Councillor

..... Councillor

..... Chief Executive Officer

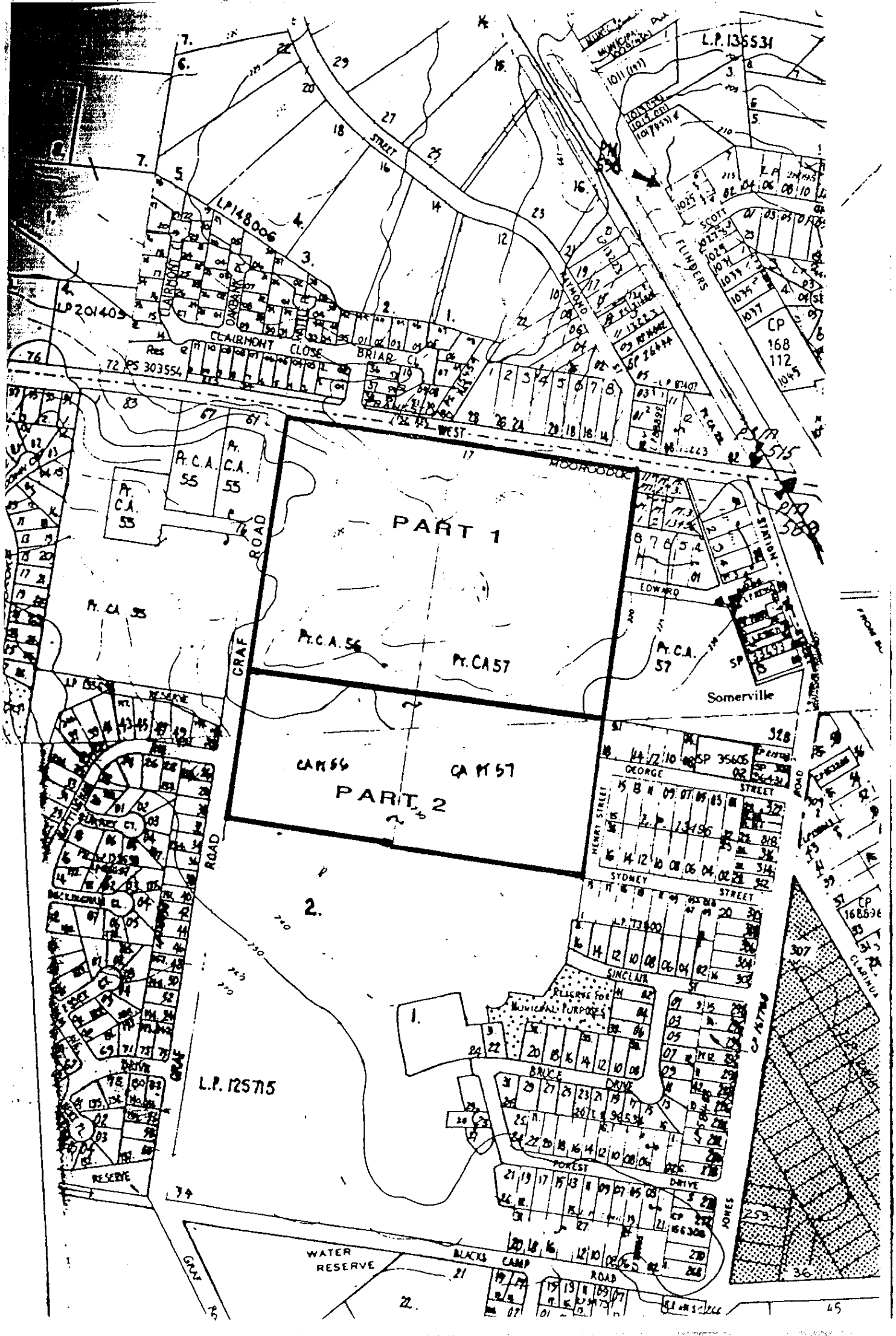
SIGNED SEALED AND DELIVERED by the said **RONALD ALAN CURRY** in the presence of:)

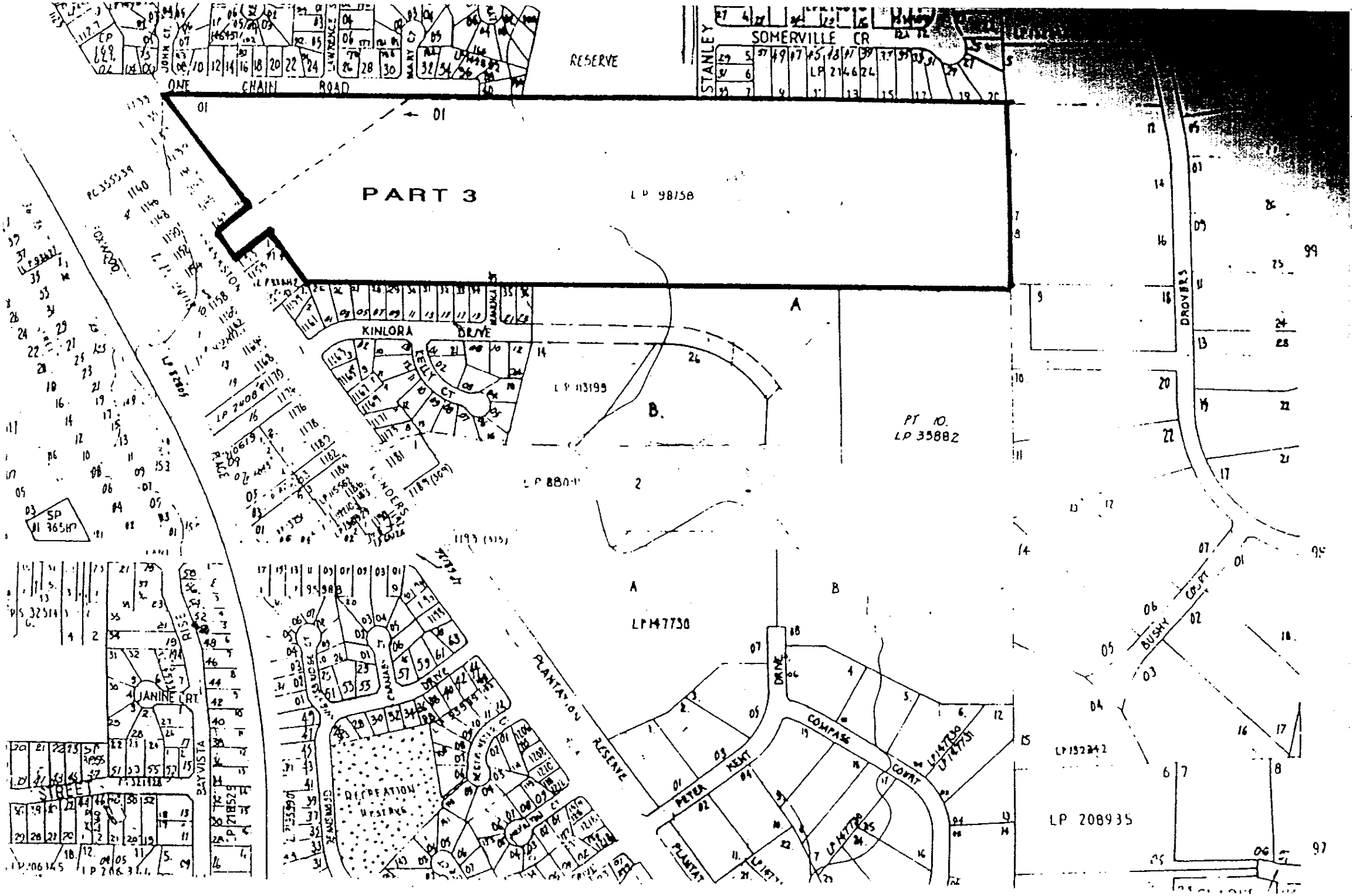
R A Curry.

Delivered by LANDATA®, timestamp 08/09/2025 12:22 Page 22 of 24

SCHEDULE TWO

Delivered by LANDATA®, timestamp 08/09/2025 12:22 Page 23 of 24





Delivered by LANDATA®, timestamp 08/09/2025 12:22 Page 24 of 24

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1175663

APPLICANT'S NAME & ADDRESS

SP CONVEYANCING VICTORIA PTY LTD C/- LANDATA DOCKLANDS

VENDOR

HALL, STEVEN MARK

PURCHASER

VENDOR, APPLICATION

REFERENCE

Hall 25334

This certificate is issued for:

LOT 79 PLAN PS715101 ALSO KNOWN AS 37 MELROSE TERRACE SOMERVILLE MORNINGTON PENINSULA SHIRE

The land is covered by the:

MORNINGTON PENINSULA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 - C219morn

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

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

08 September 2025

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Southern Peninsula Conv
E-mail: spc05@spconveyancing.com.au

Statement for property:
LOT 79 37 MELROSE TERRACE
SOMERVILLE 3912
79 PS 715101

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03B//01864/00036	Hall 25334	08 SEPTEMBER 2025	50240655

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	01/07/2025 to 30/09/2025	$22.45
Melbourne Water Corporation Total Service Charges	01/07/2025 to 30/09/2025	$31.25

(b) By South East Water

Water Service Charge	01/07/2025 to 30/09/2025	$21.97
Sewerage Service Charge	01/07/2025 to 30/09/2025	$100.41
Subtotal Service Charges		$176.08
Usage Charges*	Billed until 1/9/2025	$779.95
Arrears		$345.82
TOTAL UNPAID BALANCE		$1,301.85

- The meter at the property was last read on 01/09/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

  Water Usage Charge **$3.53 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.

The applicable flood level for this property is RL 44.15 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679-7517.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ASSET INFORMATION - SEWER & DRAINAGE

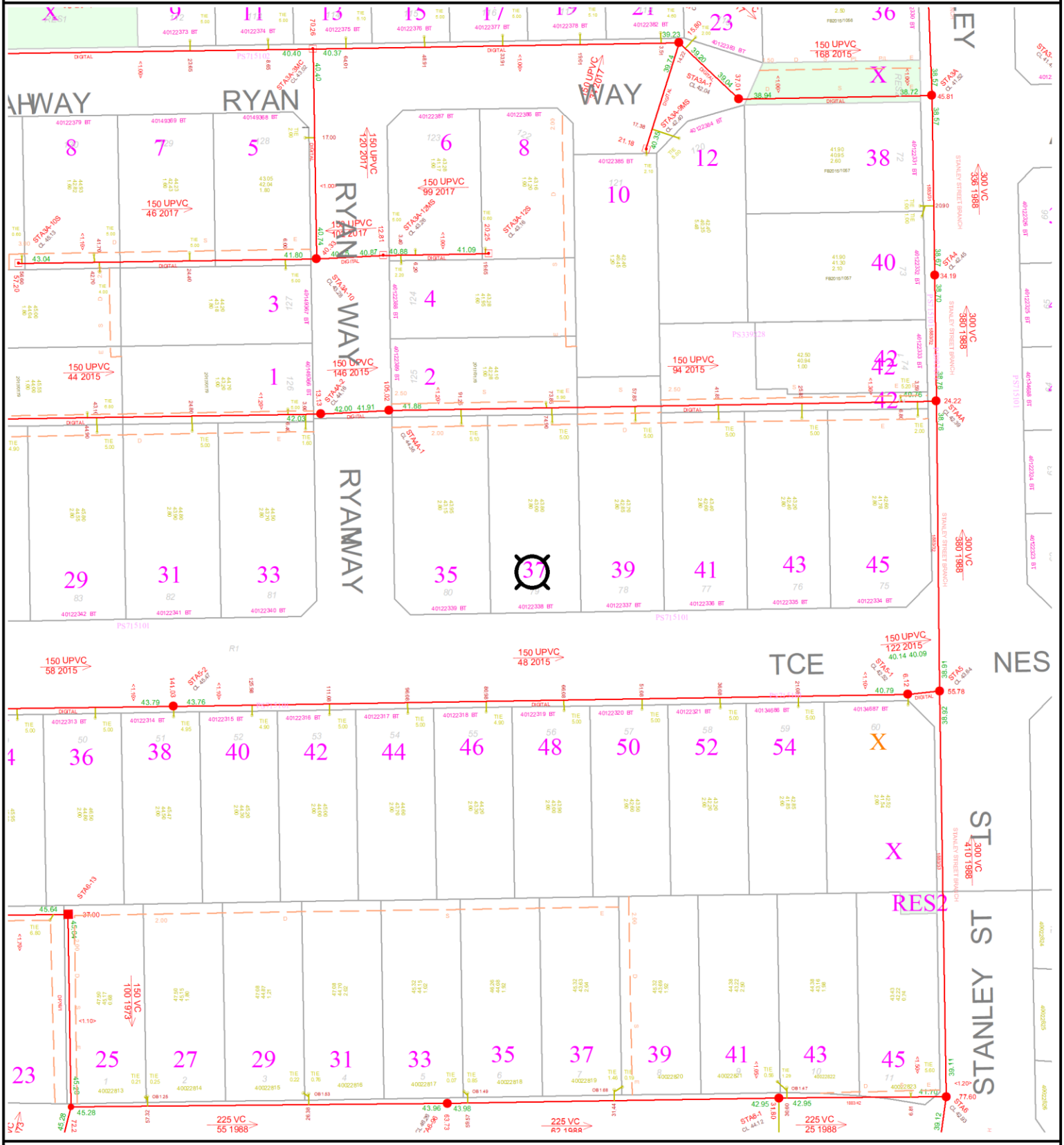
South East Water

Property: Lot 79 37 MELROSE TERRACE SOMERVILLE 3912

Case Number: 50240655

Scale in Metres: 20 0 20 40

Date: 08SEPTEMBER2025



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
- Proposed Title/Road
- Easement
- Subject Property
- Sewer Main & Property Connections
- 225 VC 280 MOR — Direction of Flow
- Maintenance Hole
- Inspection Shaft
- <1.0> Offset from Boundary

Melbourne Water Assets

- Sewer Main
- Maintenance Hole
- Underground Drain
- Channel Drain
- Natural Waterway
- Underground Drain M.H.

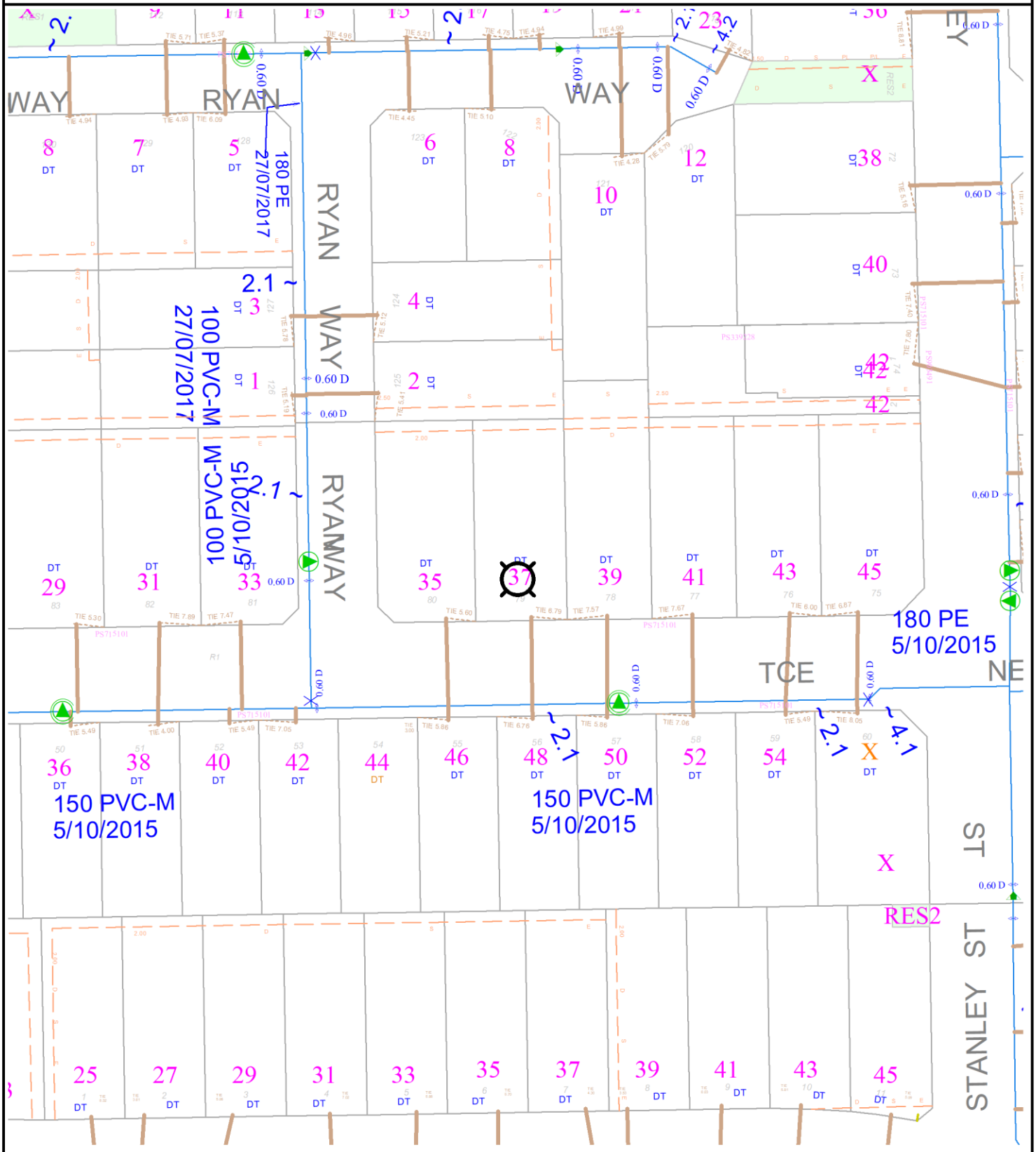
ASSET INFORMATION - WATER

Property: Lot 79 37 MELROSE TERRACE SOMERVILLE 3912

Case Number: 50240655

Scale in Metres: 20 0 20 40

Date: 08SEPTEMBER2025



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

LEGEND

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

South East Water

ASSET INFORMATION - RECYCLED WATER

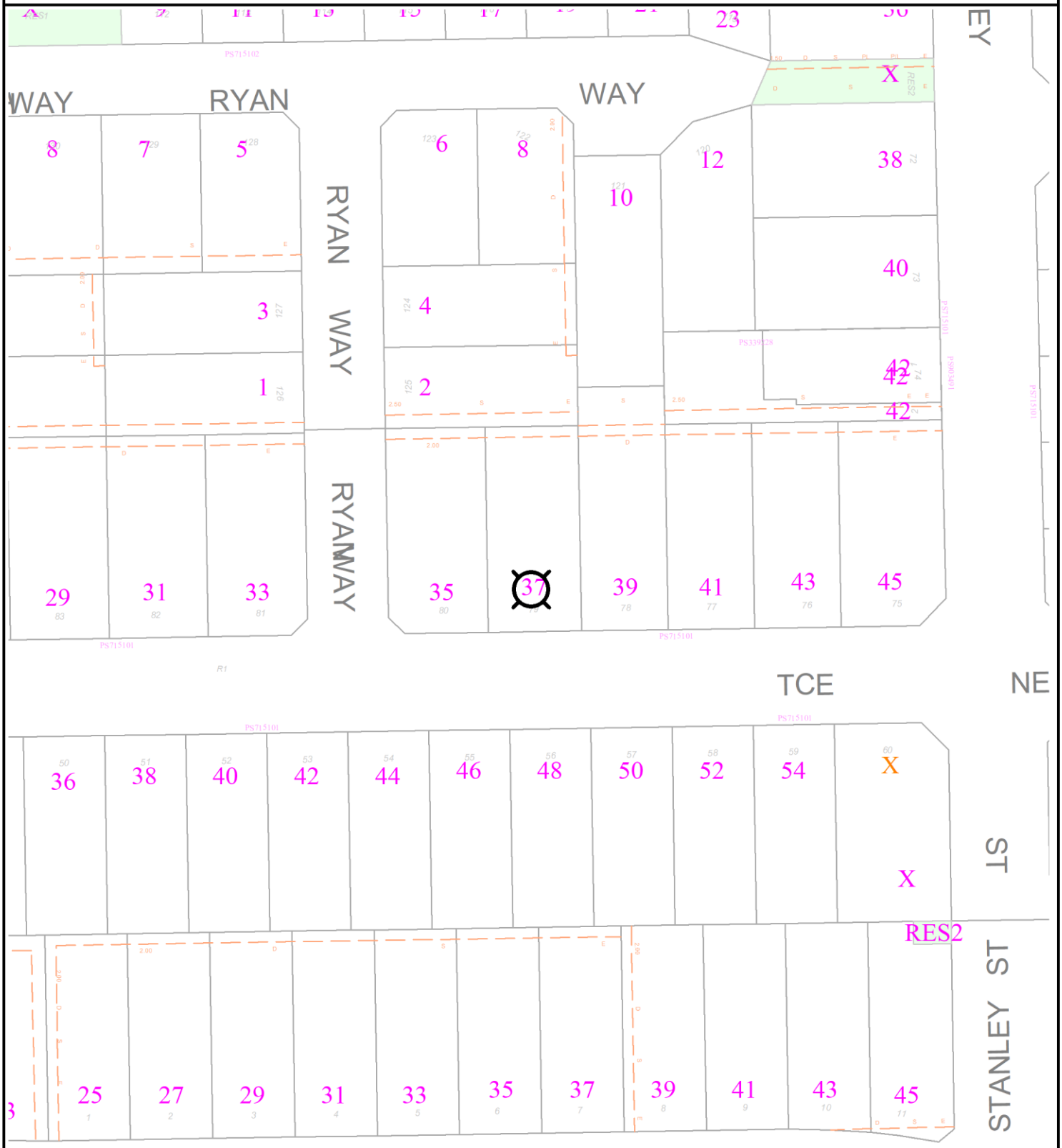
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 79 37 MELROSE TERRACE SOMERVILLE 3912

Case Number: 50240655

20 0 20 40
Scale in Metres

Date: 08SEPTEMBER2025



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

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Recycled Water Main Valve
- 100 CICL 26.9.1975 — Recycled Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 — Offset from Boundary

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

SP CONVEYANCING VICTORIA PTY LTD

Your Reference:	LD:78026140-014-5.HALL 253
Certificate No:	93119214
Issue Date:	08 SEP 2025
Enquiries:	ESYSPROD

Land Address: 37 MELROSE TERRACE SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42678778	79	715101	11629	552	$0.00

Vendor: JENNA HALL & STEVEN HALL

Purchaser: APPLICATION VENDOR

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS JENNA LEE HALL	2025	$485,000	$0.00	$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

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):	$1,030,000
SITE VALUE (SV):	$485,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 93119214

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 = $1,905.00

Taxable Value = $485,000

Calculated as $1,350 plus ($485,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $10,300.00

Taxable Value = $1,030,000

Calculated as $1,030,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 93119214

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: 93119214

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

SP CONVEYANCING VICTORIA PTY LTD

Your Reference:	LD:78026140-014-5.Hall 25334
Certificate No:	93119214
Issue Date:	08 SEP 2025
Enquires:	ESYSPROD

Land Address:	37 MELROSE TERRACE SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42678778	79	715101	11629	552	$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$1,030,000
SITE VALUE:	$485,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93119214

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

SP CONVEYANCING VICTORIA PTY LTD

Your Reference:	LD:78026140-014-5.HALL 25334
Certificate No:	93119214
Issue Date:	08 SEP 2025

Land Address:	37 MELROSE TERRACE SOMERVILLE VIC 3912

Lot	Plan	Volume	Folio
79	715101	11629	552

Vendor:	JENNA HALL & STEVEN HALL
Purchaser:	APPLICATION VENDOR

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 93119214

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

Biller Code: 416073
Ref: 93119212

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: 93119212

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.

NELSON McDERMOTT

Application Number: BLD20201361

FORM 2

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

Building Permit No. BS-L 34264/4351000945423
01 February 2021

Issue to

Agent of Owner	**Blue Marlin Pools Aust Pty Ltd**	
Postal Address	**119A Mornington-Tyabb Rd MORNINGTON**	Postcode **3931**
Email	**accounts@bluemarlinpools.com.au**	
Address for serving or giving of documents: **119A Mornington-Tyabb Rd MORNINGTON**		Postcode **3931**
Contact Person		Telephone **03 5976 3872**
		Mobile

Ownership Details

Owner	**Steven & Jenna Hall**	
Postal Address	**37 Melrose Terrace SOMERVILLE**	Postcode **3912**
Email	**stevenmarkhall@outlook.com**	Mobile **0448349963**
Contact Person	**Steven & Jenna Hall**	Telephone

Property Details

Number **37**	Street **Melrose Terrace**	Suburb **SOMERVILLE**	Postcode **3912**
Lot/s **79**	LP/PS **715101J**	Volume **11629**	Folio **552**
Crown allotment	Section	Parish	County

Municipal District **Mornington Peninsula Shire**

Builder

Name	**Blue Marlin Pools Aust Pty Ltd**	Telephone **03 5976 3872**
		Mobile
Address	**119A Mornington-Tyabb Rd MORNINGTON**	Postcode **3931**

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

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Darren Beswick	Builder	DB-L 21240
Steven & Jenna Hall	Owner Builder (Swimming Pool Barrier)	NA

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Ronald Bell	Civil Engineer	EC 27967

Office
Tenancy 2
80 Monash Drive,
Dandenong South VIC
3175

Postal Address
PO Box 419
Hampton Park VIC 3976

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

www.nelsonmcdermott.com.au

Details of Domestic Building Work Insurance
The issuer or provider of the required insurance policy is: **VMIA**
Insurance policy number : **C558640**
Insurance policy date : **17/11/2020**

Details of Relevant Planning Permit
Planning Permit #: **N/A** Date of grant of Planning Permit: **N/A**

Nature of Building Work
Swimming Pool & Associated Barrier
Storeys contains:
Rise in storeys:
Effective height:
Type of construction:
Version of BCA applicable to permit: **2019**
Cost of Building Work: **$46,880.00**
Total floor area of new building work in m^2: **17**

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

BCA Class
Part of Building: **All** Class: **10b**

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

Inspection Requirements
The mandatory inspection notification stages are:
1. Swimming Pool Excavation/Temporary Fencing
2. Swimming Pool- Bond Beam
3. Final

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

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

Commencement and Completion
This building work must commence by 01 February 2022

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

This building work must be completed within 6 months of commencement
If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Relevant Building Surveyor
Name: **Arron McDermott**
Address: **Tenancy 2, 80 Monash Drive,Dandenong South VIC 3175**
Email**: admin@nelsonmcdermott.com.au**
Building practitioner registration no.: **BS-L 34264**
Municipal District: Mornington Peninsula Shire
Permit no.:**BS-L 34264/4351000945423** Date of issue of permit: **1/02/2021**

Signature :



Notes

Note 1 Under Regulation 41 the person in charge of carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and the date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies.

Note 2 Under Regulation 42 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.

Note 3 Include building practitioners with continuing involvement in the building work.

Note 4 Include building practitioners with no further Involvement in the building work.

Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work Is more than $16,000) must be covered by an Insurance policy as required under section 135 of **The Building Act 1993.**

Annexures 'A'
Conditions of Approval
Building Permit No. BS-L 34264/4351000945423 Issued 01 February 2021

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. Swimming pool safety barrier is to be in strict accordance with Australian Standard 1926.1-2012 and approved by this office, prior to the pool being filled with water.
2. If pool requires filling for installation, temporary fencing shall be erected, in strict accordance with Australian Standard 1926.1-2012 and approved by this office, and remain in place until such a time that this office has approved the permanent barrier.
3. It is the builders responsibility to ensure the siting of the swimming pool is exactly as per the approved site plan.
4. It is the builders responsibility to ensure the swimming pool is installed as per the approved engineers details and design.
5. The Owner, Builder or person in charge of building work is to notify the Relevant Building Surveyor that construction of the pool and associated barrier has commenced. This date is to be forwarded to the Relevant Building Surveyor without delay.

Approved Form
Section 37F(1) *Building Act 1993*

NELSON McDERMOTT

WRITTEN DIRECTION TO FIX BUILDING WORK

This written direction must be given in accordance with section 236 of the *Building Act 1993*.

To: Blue Marlin Pools Aust Pty Ltd, the builder (**Builder/Owner Builder**).
(Print name)
Address: 119A Mornington-Tyabb Rd Mornington VIC 3931
Email: accounts@bluemarlinpools.com.au
Copy to: Steven & Jenna Hall the owner (**Owner**).
(Print name)
Postal Address: 37 Melrose Terrace Somerville Vic 3912
Email: stevenmarkhall@outlook.com

This direction does not authorise the owner to undertake building work where a builder has been appointed

Site address: 37 Melrose Terrace Somerville Vic 3912
Building Permit Number: BS-L 34264/4351000945423
Nature of the Building Work: Swimming Pool & Associated Barrier

Inspection type: Final
Inspection Date: 22/04/2021 Inspection Time: PM
Inspected by: David Roose

Particulars of the building work which fails to comply with:
Building Permit BS-L 34264/4351000945423

You the Builder are directed to do the following:

☐ **To enable inspection of any part of the work specified below,** stop any further building work as follows:

☐ Carry out building work to ensure compliance with the Building Act 1993, Building Regulations 2018 and/or building permit as follows:

Barrier not as per the approved plans.

Build over easement.

Build over easement consent required from relevant authorities.

You must comply with this written direction before it expires on 07/05/2021 (date).

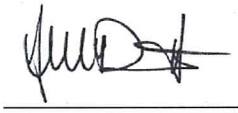
Failure to comply with this direction will result in written notice of your failure being provided to the Victorian Building Authority and sent to the owner, which may result in disciplinary action under

Approved Form
Section 37F(1) *Building Act 1993*

Division 3 of Part 11 of the *Building Act 1993* and/or prosecution under section 37H of the *Building Act 1993*. Section 37H of the *Building Act 1993* sets out penalties that may apply for non-compliance with a written direction (*500 penalty units*).

Pursuant to section 37H(2) of the *Building Act 1993* a builder must not request or receive from the person for whom the building work was originally carried out (or any agent of that person) any payment for or in respect of any costs arising from anything done for the purpose of complying with this written direction (*50 penalty units*).

Given by the relevant building surveyor: Arron McDermott BS-L 34264
(Name and practioner number)
Tel: 1300 799 543
Email: arron@nelsonmcdermott.com.au

Date given: 23/04/2021 **Signature:** 

ONCE THE ABOVE WORK HAS BEEN COMPLETED IT IS RECOMMENDED THAT YOU CONTACT THE RELEVANT BUILDING SURVEYOR TO ARRANGE A FURTHER INSPECTION OF THE WORK (BEFORE THE EXPIRY DATE) TO VERIFY COMPLIANCE WITH THIS WRITTEN DIRECTION TO FIX BUILDING WORK.

NOTES:

1. **Extension of time to comply:** The builder may ask the relevant building surveyor for an extension of time to comply with this written direction at any time before the expiry date. Please contact the relevant building surveyor for details about obtaining an extension of time to comply with this written direction.
2. **Revocation:** If you are unable or become unable to comply with this written direction, you may request that the relevant building surveyor revokes this direction at any time before the direction expires. Refer to PN-70-2016 for further details.
3. **Appeal rights:** Pursuant to section 138A of the *Building Act 1993* you may appeal to the Building Appeals Board (BAB) against the decision to issue this written direction. You must appeal within seven days of the date of issue of this written direction pursuant to regulation 1601 of the *Building Regulations 2006*. For details about the BAB call 1300 421 082, email bab@vba.vic.gov.au or visit www.vba.vic.gov.au

An Oral direction was issued prior to this written direction?
□ Yes □ No
If yes: Expiry date of oral direction _____

	POOL DATA SHEET	Pool Contractor: ..... Building Surveyor: .....

Client Name: MR STEVE HALL
Site Address: 37 MELROSE TCE SOMERVILLE LOT 79

Address for Correspondence: (If different to Site address)

Client Phone: 0448 349 963

Required Documents:
- Copy of Title (Legible) ☐
- Site / Block Plans (to scale) ☐
- Other Documents: House Plans: ☐ Existing ☐ Under Construction ☐ Proposed ☐ Soil Report: ☐

Easement Details: Drainage ☐ Sewerage ☐
Include details of all easements within 3 m. of pool including in adjacent properties; Require Dia.(mm), Depth (m) Offset (m) of all pipes.

POOL / SITE SKETCH:

CHECKLIST
LOCATION DATA
- North Point
- ☐ Offset to boundaries
- ☐ Offset to Buildings (within 3 metres of pool)
- On title and next door
- Offset to garage walls
- Offset to masonry fences
- Location of safety fences
- Existing / Proposed

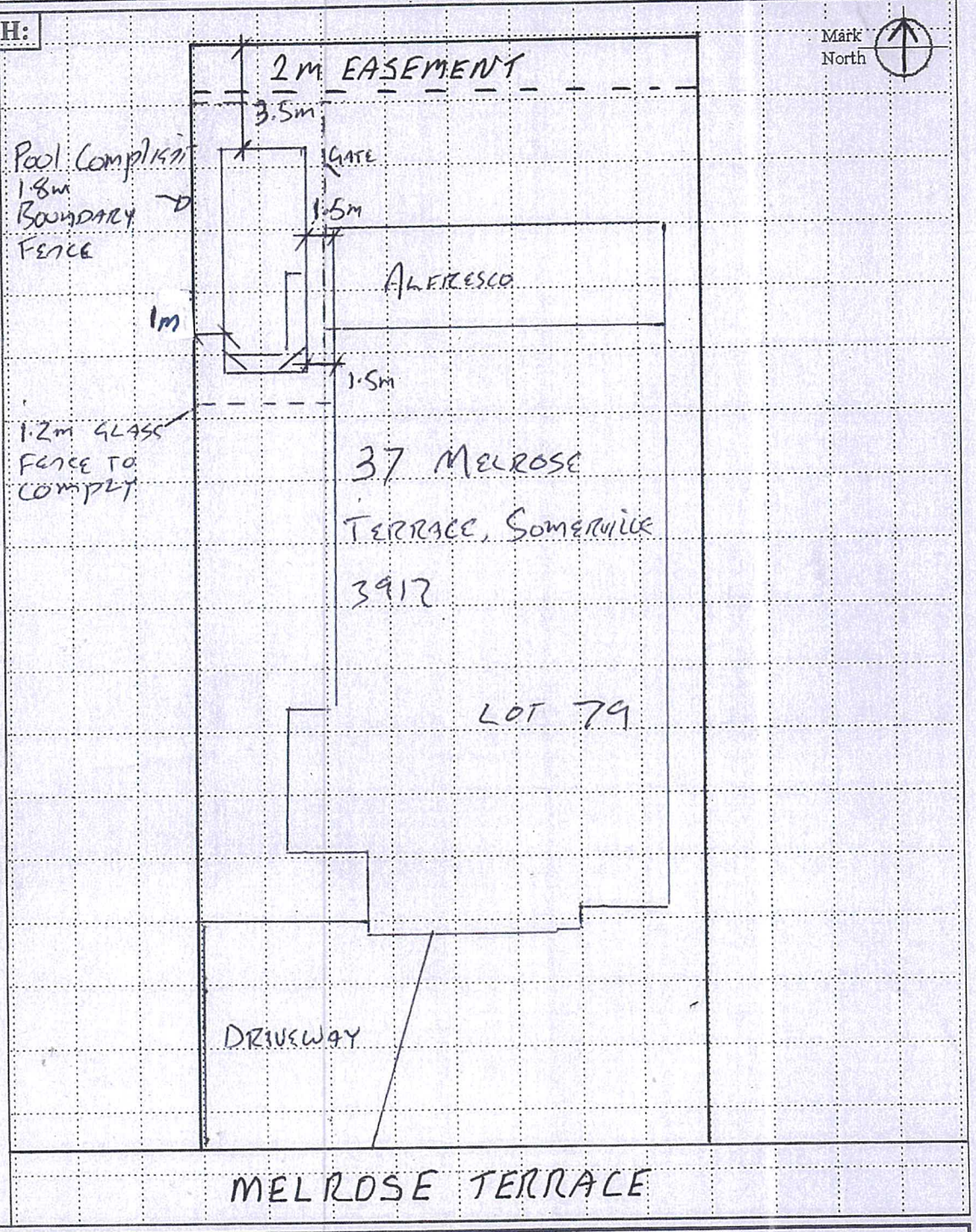
POOL DATA
- Pool Dimensions (water)
- Floor depths
- Deep end radius
- Coping Widths
- Steps
- Beaches inc depth, width
- Ledges inc. depth, width
- Spa details
- Skimmers
- Suctions
- Returns

WALLS ON POOL SHELL
- Construction type (Brick/Block/Sprayed)
- Thickness
- Height
- Earth height retained
- Floor depths
- Buildings on shell (Provide details/plans)

DATUM:
- Datum point
- Top of shell above / below datum in mm
- Existing ground levels
- Above / below shell
- At each corner of shell
- Identify cliffs and slopes
- In pool environment

STEP FOOTINGS
- Cross beams
- Long beams
- Bored Piers
- SIF

COVERS
- Remco
- Sunbather



Comments / Special Requirements: BILLABONG 6.2m AT NO 37 MELROSE TERRACE SOMERVILLE FOR MR STEVE HALL

P4

SWIMMING POOL BARRIER TO COMPLY WITH AUSTRALIAN STANDARD 1926.1-2012 WATER RECIRCULATION SYSTEM TO BE PLUMBED AS PER AUSTRALIAN STANDARD 1926.3-2003. NO WORKS TO BE CARRIED OUT OVER ANY EASEMENT WITHOUT THE RELEVANT APPROVALS IN PLACE

BP No 435100094523 01/02/2021
Area 36.00m² BSL 34264

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BP No.: 435100094542 3 01/02/2021
Arron McDermott BS-L 34264

SWIMMING POOL BARRIER TO COMPLY WITH AUSTRALIAN STANDARD 1926.1-2012 WATER RECIRCULATION SYSTEM TO BE PLUMBED AS PER AUSTRALIAN STANDARD 1926.3. NO WORKS TO BE CARRIED OUT OVER ANY EASEMENT WITHOUT THE RELEVANT APPROVALS IN PLACE

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

VOLUME 11629 FOLIO 552

Security no : 124086634717H
Produced 17/11/2020 08:22 PM

LAND DESCRIPTION

Lot 79 on Plan of Subdivision 715101J.
PARENT TITLE Volume 10273 Folio 366
Created by instrument PS715101J 28/01/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
STEVEN MARK HALL
JENNA LEE HALL both of 44A BANKSIA CRESCENT TYABB 3913
AM632992C 15/03/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR510082H 02/10/2018
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT AM632992C 15/03/2016

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
T360982R 17/10/1994

DIAGRAM LOCATION

SEE PS715101J 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)

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS
Effective from 02/10/2018

DOCUMENT END

Signed by Council: Mornington Peninsula Shire Council, Council Ref: S13/5029, Original Certification: 09/05/2013, Recertification: 21/12/2015, S.O.C.: 21/12/2015

PLAN OF SUBDIVISION

LV USE ONLY
EDITION 2

PLAN NUMBER
PS 715101J

BP No. : 4351000945423 01/02/2021
Arron McDermott BS-L 34264

LOCATION OF LAND

PARISH: TYABB

TOWNSHIP: —

SECTION: —

CROWN ALLOTMENT: 18 (PART)

CROWN PORTION: —

TITLE REFERENCES: VOL 10273 FOL 366

LAST PLAN REFERENCE: PS 339228D, LOT S2

POSTAL ADDRESS: 1 ONE CHAIN ROAD
(AT TIME OF SUBDIVISION) SOMERVILLE 3912

MGA 94 CO-ORDINATES: E 341 200 ZONE: 55
(OF APPROX. CENTRE OF PLAN) N 5 767 330 GDA 94

CERTIFYING AUTHORITY

MORNINGTON PENINSULA SHIRE COUNCIL

REF: S13/5029

NOTATIONS

DEPTH LIMITATION - DOES NOT APPLY

THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No. P02/0648

LOTS 1 TO 42 (BOTH INCLUSIVE) ARE NOT SHOWN ON THIS PLAN

APPURTENANT EASEMENT FOR DRAINAGE IN FAVOUR OF LOT A ON THIS PLAN HAS BEEN CREATED VIDE AN238577E.

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	MORNINGTON PENINSULA SHIRE COUNCIL
RESERVES Nos. 1 & 2	MORNINGTON PENINSULA SHIRE COUNCIL
RESERVE No 3	UNITED ENERGY DISTRIBUTION PTY. LTD.

NOTATIONS

OTHER PURPOSES OF PLAN:
1. REMOVE LOT S2 ON PS 339228D FROM THE STAGING PROCESS PURSUANT TO SECTION 37(8) OF THE SUBDIVISION ACT, 1988
2. CREATE LOT Z

SWIMMING POOL BARRIER TO COMPLY WITH AUSTRALIAN STANDARD 1926.1-2012 WATER RECIRCULATION SYSTEM TO BE PLUMBED AS PER AUSTRALIAN STANDARD 1926.3. NO WORKS TO BE CARRIED OUT OVER ANY EASEMENT WITHOUT THE RELEVANT APPROVALS IN PLACE

THIS PLAN IS BASED ON SURVEY.
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS Nos. 382, 383, 384, WB/90/CO5 AND WB/90/CO6 IN PROCLAIMED SURVEY AREA No. 17

EASEMENT INFORMATION

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

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
E-1, E-2, E-8	DRAINAGE	SEE PLAN	PS 339228D	MORNINGTON PENINSULA SHIRE COUNCIL
E-2, E-8	PIPELINE OR ANCILLARY PURPOSES	SEE PLAN	PS 339228D (SECTION 61 OF THE WATER INDUSTRY ACT)	SOUTH EAST WATER LIMITED
E-3	SEWERAGE	SEE PLAN	X867874R	SOUTH EAST WATER LIMITED
E-2, E-4, E-6, E-8, E-9	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION
E-5, E-6, E-8, E-9	DRAINAGE	SEE PLAN	THIS PLAN	MORNINGTON PENINSULA SHIRE COUNCL
E-7, E-8, E-9	POWERLINE	SEE PLAN	THIS PLAN (SECTION 88 ELECTRICITY INDUSTRY ACT 2000)	UNITED ENERGY DISTRIBUTION PTY. LTD.

Speedie Development Consultants Pty. Ltd.
SURVEYORS, ENGINEERS, PLANNERS AND DEVELOPMENT CONSULTANTS
55 Marine Parade Hastings Vic 3915 (03) 5979 5000
reception@speedies.com.au

DIGITALLY SIGNED BY LICENSED SURVEYOR:
ANDREW M LOVELOCK

REF: 7333AS3 VERSION 11

SHEET 1 OF 4 SHEETS

ORIGINAL SHEET SIZE A3

PLAN REGISTERED
TIME: 10:09AM
DATE: 28/01/2016
D GODFREY
Assistant Registrar of Titles

Signed by: andrew michael lovelock (Speedie Development Consultants Pty Ltd) Surveyor's Plan Version (11) SPEAR Ref: S032020V 04/12/2015. Amended: 27/01/2016.

Signed by Council: Mornington Peninsula Shire Council, Council Ref: S13/5029, Original Certification: 09/05/2013, Recertification: 21/12/2015, S.O.C.: 21/12/2015

PLAN OF SUBDIVISION

PLAN NUMBER
PS 715101J

BP No. : 4351000945423 01/02/2021
Arron McDermott BS-L 34264
MGA 94 ZONE 55

SWIMMING POOL BARRIER TO COMPLY WITH AUSTRALIAN STANDARD 1926.1-2012 WATER RECIRCULATION SYSTEM TO BE PLUMBED AS PER AUSTRALIAN STANDARD 1926.3. NO WORKS TO BE CARRIED OUT OVER ANY EASEMENT WITHOUT THE RELEVANT APPROVALS IN PLACE

STANLEY STREET

RESERVE No. 2
FOR P.O.S.
256m²

A
3.207ha

SEE SHEET 2

B
5.419ha

SEE SHEET 2

SEE SHEET 3

ALAN GEORGE TERRACE R1

NESSIE BALFOUR TERRACE R1

MELROSE TERRACE R1

STANLEY STREET

Speedie Development Consultants Pty. Ltd. SURVEYORS, ENGINEERS, PLANNERS AND DEVELOPMENT CONSULTANTS 55 Marine Parade Hastings Vic 3915 (03) 5979 5000 reception@speedies.com.au	SCALE 10 0 10 20 30 LENGTHS ARE IN METRES ORIGINAL SCALE 1:750
DIGITALLY SIGNED BY LICENSED SURVEYOR: ANDREW M LOVELOCK REF: 7333AS3 VERSION 11	SHEET 4 ORIGINAL SHEET SIZE A3 CERTIFYING AUTHORITY MORNINGTON PENINSULA SHIRE COUNCIL REF: S13/5029

Signed by: andrew michael lovelock (Speedie Development Consultants Pty Ltd) Surveyor's Plan Version (11) SPEAR Ref: S032020V 04/12/2015. Amended: 27/01/2016.

NELSON McDERMOTT

FORM 23
Regulation 147Y(4), 147ZB(2)
Building Act 1993
Building Regulations 2018

CERTIFICATE OF POOL AND PA BARRIER COMPLIANCE

Issued to:
Name of owner of the land (the ***property***) on which the swimming pool or spa is located:**Steven & Jenna Hall**
Postal address: **37 Melrose Terrace Somerville Vic 3912 Australia**
Telephone number: **0448349963**
Email address: **stevenmarkhall@outlook.com**

Property details:

Number **37**	Street **Melrose Terrace**	Suburb **SOMERVILLE**	Postcode **3912**
Lot/s **79**	LP/PS **715101J**	Volume **11629**	Folio **552**
Crown allotment	Section	Parish	County

Municipal District **Mornington Peninsula Shire**

Type of swimming pool or spa:

Permanent swimming pool	☑
Permanent spa	☐
Relocatable swimming pool	☐
Relocatable spa	☐

Date of construction of the Permanent Swimming Pool : **11/05/2021.**
Applicable barrier standard: **1926.1 - 2012 .**

The applicable barrier standard applies under:

- Division 2 of Part 9A of the Building Regulations 2018 ☐
- relevant deemed to satisfy provisions of the BCA ☑
- a performance solution in accordance with the BCA ☐

INSPECTION DETAILS

Time of inspection:	
Date of inspection:	22/04/2021
Name of person/persons:	David Roose
Building practitioner registration no. of person/persons:	IN-L 62675

Office
Tenancy 2
80 Monash Drive,
Dandenong South VIC 3175

Postal Address
PO Box 419
Hampton Park VIC 3976

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

www.nelsonmcdermott.com.au

NELSON McDERMOTT

Certification of compliance

Following inspection of the Permanent Swimming Pool on the date(s) referred to in this certificate, I certify that the barrier complies with the applicable barrier standard.

I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Signature of Relevant Building Surveyor

Name:	**Arron McDermott**
Address:	**Tenancy 2, 80 Monash Drive,Dandenong South VIC 3175**
Email:	**arron@nelsonmcdermott.com.au**
Building practitioner registration no.:	**BS-L 34264**
Date of certificate:	**11/05/2021**
Signature:	



Office
Tenancy 2
80 Monash Drive,
Dandenong South VIC 3175

Postal Address
PO Box 419
Hampton Park VIC 3976

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

www.nelsonmcdermott.com.au

NELSON McDERMOTT

Application Number: BLD20201361

Form 17

Regulation 200
Building Act 1993
Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property Details

Number: **37**	Street/Road: **Melrose Terrace**	Suburb: **Somerville**	Postcode: **3912**
Lot/s: **79**	LP/PS: **715101J**	Volume: **11629**	Folio: **552**
Crown allotment:	Section: No	Parish:	County:

Municipal District: **Mornington Peninsula Shire**

Building permit details
Building permit number: **BS-L 34264/4351000945423**
Version of BCA applicable to building permit: **2019**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
All	Swimming Pool & Associated Barrier	10b

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

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

Approved Inspections

Inspection Type	Approved Date
Swimming Pool Excavation/Temporary Fencing	2 March 2021
Swimming Pool- Bond Beam	26 March 2021
Final	22 April 2021

Relevant building surveyor

Name:	**Arron McDermott**
Address:	**Tenancy 2, 80 Monash Drive,Dandenong South VIC 3175**
Email:	**arron@nelsonmcdermott.com.au**
Building practitioner registration no.:	**BS-L 34264**
Municipal district name:	**Mornington Peninsula Shire**
Certificate no.	**BS-L 34264/4351000945423**
Date of issue:	**11 May 2021**
Date of final inspection	**22 April 2021**
Signature:	

Office
Tenancy 2
80 Monash Drive,
Dandenong South VIC 3175

Postal Address
PO Box 419
Hampton Park VIC 3976

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

www.nelsonmcdermott.com.au

MORNINGTON PENINSULA
Shire

10 May, 2021

property file 142610
land no. 132836

Steven Hall
37 Melrose Terrace
SOMERVILLE VIC 3912

Dear Sir,

RE: APPLICATION TO BUILD OVER EASEMENT
37, (LOT 79) MELROSE TERRACE, SOMERVILLE

I refer to your application to install a pool fence over the easement along the northern rear boundary of the above address. Council records indicate that a 300mm diameter Council drain at an offset of approximately 1 metre and a depth of approximately 1.3 metres exists within the easement.

In accordance with the Building Regulations 2018, Council **consents** to the proposal in accordance with the attached endorsed plans sheet 1 of 1 dated May 10, 2021 and subject to the following conditions:

1. That Council reserves its drainage rights over the easement.

2. That the owner shall seek building and planning permits where required.

3. That if Council needs to use the easement in the future, all costs associated with demolition and reconstruction of the structure over the easement are to be borne by the Owner.

4. The owner is responsible for any damage to Council drainage assets as a result of works during and after construction of the structure.

5. A building permit for the proposed works shall be issued within 12 months from the approval date above. If no building permit issued by this date, a new application for consent to build over the easement must be obtained from the Relevant Authority.

private bag 1000
Besgrove Street
Rosebud 3939
phone 1300 850 600
fax 03 5986 6696
DX 30059
ABN 53 159 890 143
www.mornpen.vic.gov.au

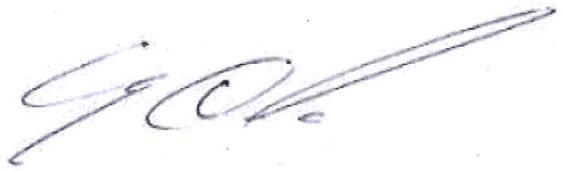
MORNINGTON PENINSULA
Shire

6. That approval is obtained from any other Authority, (ie, South East Water) that may have rights over the easement.

7. Subject to the conditions as listed on "Conditions and Notes" attached.

If you require any further information, please do not hesitate to call Mr Greg Dietzel of this office on 5950 1317.

Yours faithfully,



GREG DIETZEL
TECHNICAL OFFICER - PROJECT DELIVERY

private bag 1000
Besgrove Street
Rosebud 3939
phone 1300 850 600
fax 03 5986 6696
DX 30059
ABN 53 159 890 143
www.mornpen.vic.gov.au



Mornington Peninsula Shire Council

Build over easement approval

Endorsed by: Greg Dietzel

Endorsement Date: 10/05/21

Approval Letter Date: 10/05/21

Any damage to Council infrastructure shall be replaced or repaired at the applicant's cost.

These endorsed plans shall be read in conjunction with the approval letter.

CONDITIONS FOR APPROVAL TO CONSTRUCT ON OR OVER COUNCIL EASEMENTS

CONDITIONS AND NOTES

Building Over Easements

Notwithstanding planning or building permit requirements, building or structures over an easement must:

1. Permit Council officers or nominees entering the property, construction and/or easement for the purpose of inspecting. Maintaining, constructing or repairing any asset located or wish to locate in the easement, and permit the Council to excavate through the floor or demolish all or part of the structure as may be deemed necessary by Council.
2. Allow for the provision of an Overland Flow Path. Mornington Peninsula Shire has undertaken flood mapping of this area. This requirement should be taken into account for any design of proposed building works.
3. Indemnify Council for any loss or damage caused to the structure due to inspection, construction, maintenance or repair of assets located in the easement, or any failure or collapse of drain or other assets or works now or in the future.
4. Indemnify Council against all claims by any third person arising out of or incidental to the erection and/or retention of the building or structure over the easement.
5. Pay Council on demand any costs incurred by the inspecting, construction, maintaining or repair of any asset within the easement that may arise due to the presence of the building or construction over the easement.
6. Construct the section of the floor over the easement with construction joints to facilitate any inspection, construction, maintenance or repair of assets located in the easement.
7. Not modify the structure approved without first notifying Council and obtaining necessary approvals or permits.
8. Indemnify the Council against all or any claims, demands, causes of action of whatsoever nature, costs, charges and expenses against Council arising from the flooding and/or water damage caused by the overland flow of water through any part of the building or structure constructed over any part of the said easement.
9. Where a building control authority requires that a pier and beam type footing system is constructed to support the building or structure, such pier and beam footings shall not involve the use of impact driven piles and/or structures cantilevered over the Council pipe or other structure.
10. The owner agrees to disclose the existence of any conditions of this consent to intending purchasers or mortgagees of the land and/or the building and structures contained on the land.
11. This agreement shall be binding on all subsequent owners of the land and/or the approved building or structure contained on the land.
12. It is the owner's responsibility to comply with all conditions of this consent. Failure to comply will invalidate the consent.

Other Permits & Approvals

The information provided and consent granted is for infrastructure purposes only. Applicants will need to obtain necessary building and planning permits. The applicant must obtain the necessary approvals from any relevant authorities who have an interest in the easement prior to the commencement of works. Council's consent to build over easements or perform other works does not protect the applicant against the rights or claims or wishes of other authorities or property owners.

OFFICE USE ONLY:

Authorised: _____ **Name:** Greg Dietzel **Date:** 15.12.2020

(Authorising Officer's Signature) (BLOCK letters please)

(

MORNINGTON PENINSULA Shire

SP00095/21

13 May 2021

Jenna L Hall & Steven M Hall
37 Melrose Terrace
SOMERVILLE VIC 3912

Dear Pool Owners

Thank you for registering your Swimming Pool at 37 Melrose Terrace SOMERVILLE VIC 3912.

Council confirms the construction date of your Swimming Pool to be 1 February 2021 and the applicable barrier Standard to be: AS1926.1 - 2012 (see attached Fact File).

As a condition of your registration, you are required to provide a Certificate of Compliance to Council for your swimming pool/spa barrier by **11 May 2025** or penalties may apply.

How to obtain a Compliance Certificate for your Swimming Pool/Spa Barrier

- A few months before11 May 2025, engage a Private Building Surveyor or Building/Pool Inspector. If your safety barrier does not meet the required safety standards, they will direct you to carry out the necessary maintenance.
- To find a registered Building Surveyor or Building/Pool Inspector, you can search via Google, or go to the Victorian Building Authority website to Find a Practitioner at https://consumer.etoolbox.buildingcommission.com.au/Pages/Search.aspx

Then

- The Building practitioner will issue a Compliance Certificate.
- Submit the Compliance Certificate to Council online and pay the prescribed fee. Go to https://www.mornpen.vic.gov.au/Building-Planning/Building/Swimming-Pools-and-Spas/Swimming-Pool-and-Spa-Compliance
- Or you can pay over the phone and post your Compliance Certificate. You must include a covering letter with your receipt number. **Call 1300 850 600**.

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

Please Note: Council has determined the applicable standard for your pool/spa. If it is not the current standard, it may be more practical to apply the current standard of AS 1926.1.2012. Council would have no objection, however, please insist that this is noted on the Compliance Certificate to allow Council to update its records.

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

Yours faithfully

D Kotsiakos

David Kotsiakos
Municipal Building Surveyor
Mornington Peninsula Shire Council

SP00095/21

19 May 2021

MORNINGTON PENINSULA Shire

Jenna L Hall & Steven M Hall
37 Melrose Terrace
SOMERVILLE VIC 3912

Dear Jenna L Hall & Steven M Hall

Thank you for submitting your Certificate of Pool and Spa Barrier Compliance (Form 23) for your swimming pool located at 37 Melrose Terrace SOMERVILLE VIC 3912.

Your barrier has been certified as complying to the Building Regulations 2018 Part 9A, Division 2 and/or Australian Standard 1926.1 - 2012.

I confirm that your next Certificate of Pool and Spa Barrier Compliance is to be lodged with Council by **11 May 2025** in accordance with Regulation 147V of the Building Regulations 2018.

Prior to the above date you will need to engage a Private Building Surveyor, Building Inspector or Pool Safety Inspector to inspect and issue a Certificate of Pool and Spa Barrier Compliance.

This Certificate will need to be lodged with Council together with the prescribed fee.

Please note that a reminder will not be sent when your Certificate is due and failure to submit the certificate within the prescribed time may result in penalties. Charges may also apply for additional printed copies of this information.

Should you require further assistance, please visit Council's website www.mornpen.vic.gov.au or call the Statutory Building Unit on 5950 1060.

Yours faithfully

D Kotsiakos

David Kotsiakos
Municipal Building Surveyor
Mornington Peninsula Shire Council

SWIMMING POOL/SPA REGISTRATION STATEMENT PURSUANT TO REGULATION 147J OF THE BUILDING REGULATIONS 2018

MORNINGTON PENINSULA Shire

The following swimming pool/spa registration information is relevant to:

37 Melrose Terrace SOMERVILLE VIC 3912

Registered pool/spa information:		
Registered structure:	Construction date of pool/spa:	Applicable barrier standard:
Swimming Pool	**01/02/2021**	**AS1926.1 - 2012**

The next Certificate of Compliance is due to be lodged with Council no later than **11/05/2025**. Please note that the next Certificate of Compliance must be no older than 30 days at the time of lodgement and be accompanied by the applicable fee.

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

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

Additional information can be found by visiting Council's website at www.mornpen.vic.gov.au

Yours faithfully,

Mathew Hopwood-Glover
Municipal Building Surveyor
Mornington Peninsula Shire Council

Submit Certificate of Compliance to Council

Contact the Mornington Peninsula Shire
1300 850 600
mornpen.vic.gov.au
customerservice@mornpen.vic.gov.au

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

Owner Builder Defects Report (Section 137B)

Resicert

Citation Certification ISO 9001 Quality management system

Inspector:
Allan Jones
email: ajones@resicert.com
mobile: 0435 134 878
web: ajones.resicert.com.au



37 Melrose Terrace,
Somerville, 3912,

Inspection Prepared for:
Steven & Jenna Hall

DON'T EXPECT, INSPECT!

Date of Inspection: 10/9/2025 | Time: 12:00 PM
Weather: Cloudy 14 C
Real Estate Agent:
Age Of Home:

- Pre-purchase & Pre-listing Building Inspections
- Owner Builder Warranty Inspections
- Meth Residue Screening
- Investor Depreciation Schedules
- Timber Pest Inspections
- Handover Defects Inspections
- Dilapidation Inspections
- Vendor Inspections

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An Overview of the Property Inspection

A property Inspection is a non-invasive visual examination of a property, performed for a fee, which is designed to identify observed material defects within specific components of the property. It is intended to assist in evaluation of the overall condition of the property. The inspection is based on observation of the visible and apparent condition of the structure and its components on the date of the inspection and not the prediction of future conditions.

A property inspection will not reveal every concern that exists or ever could exist, but only those material defects observed on the day of the inspection.An Inspection report shall describe and identify in written format the inspected systems, structures, and components of the property and shall identify material defects observed. Inspection reports may contain recommendations regarding conditions reported or recommendations for correction, monitoring or further evaluation by professionals, but this is not required.Within the report you will find items in RED. These are items which have been flagged as deficient and require attention. For your safety and liability, we recommend that you hire a contractors when having any work done. Note: If there are no comments in RED below, there were no CRITICAL system or safety concerns with this property at the time of inspection.

Please carefully read your entire Inspection Report. Call us after you have reviewed your report, so we can go over any questions you may have. Remember, when the inspection is completed and the report is delivered, we are still available to you for any questions you may have, throughout the entire closing process. Properties being inspected do not "Pass" or "Fail." - The following report is based on an inspection of the visible portion of the structure.Important - Please Read Carefully

You will note in the report there is set of boxes next to each section with the following written options across the top: MAINT - PREV - MONIT - DEFR - DEFIC

These are the definitions of these terms which may be selected:

MAINT - MAINTENANCE: A system or component requiring maintenance appears to be functioning as intended, but would benefit from minor repair, service, maintenance or improvement at this time. This may include patching, painting, cleaning, or in some instances a system service by an appropriate specialist.

PREV - PREVENTATIVE: Any improvement to an area, system, component or condition that would help prevent an issue from occuring in the future.

MONIT - MONITOR: An area, condition, system or component that is in need of monitoring appears to be functioning as intended and capable of safe usage in its present condition; however, the inspector's suggests evaluation in the future which would confirm if further action is required.

DEFR - DEFERRED: An area, system, component or condition that is listed as deferred is one that could not be operated or inspected for the reason stated in the report, and may require further evaluation. These may also be items outside our standard of practice, inaccessible or not functional. If required deferred items should be checked prior to settlement during the pre-settlement inspection.

DEFIC - DEFICIENT: A system or component marked as deficient is one that did not respond to user controls, was not able to be safely used, was not functioning as intended, or was otherwise defective. These may be items that are incomplete or have imperfections and with further evaluation these items may (or may not) be found to be material defects. Your inspector does NOT prioritize or emphasize the importance of one deficiency over another. General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing parts, and unsuitable installation.

Items Requiring Attention - Summary

The summary below consists of potentially significant findings. These findings can be a safety hazard, a deficiency requiring a major expense to correct or items I would like to draw extra attention to. The summary is not a complete listing of all the findings in the report, and reflects the opinion of the inspector. Please review all pages of the report as the summary alone does not explain all of the issues. All repairs should be done by a bonded tradesman or qualified professional. I recommend obtaining a copy of all receipts, warranties and permits for the work done.

Our Services

Check out the full range of Resicert inspection services. For complete details visit our website www.resicert.com by clicking here or click on the relevant heading below.

Pre-Purchase Inspection: Are you buying a new home? Our pre-purchase building and timber pest inspections will provide you with total peace of mind.

Safety Barrier and Pool Condition Inspection: Effective pool fencing also helps keeps young children safe. This is why pool safety laws are in existence. There are a number of aspects of a swimming pool that require regular attention to ensure they are safe places for all swimmers.

Timber Pest Inspection: A property is normally the largest investment people make in their lifetime, therefore it is important to protect your house (or the house you are about to buy) against timber pests by conducting regular bi-annual or annual inspections.

Handover Defects Inspection - (PCI): Make sure that you are getting what you paid for your new home. This is a detailed inspection undertaken on your new home build before you make your final payment.

Builders Warranty Inspection: Homes that are less than 6 years old require a builder warranty inspection. This then remains with the home for 6 years regardless of ownership. Great way to ensure any issues that can be fixed whilst still under warranty are not missed.

Owner Builder Warranty Inspection: This is when a owner builder wishes to sell their home and builder warranty insurance is required. The insurance company requires a defects report which is what we provide.

Depreciation Schedules for Investors: For Investment Properties, A Tax Depreciation Schedule details how much depreciation is possible to claim on your investment property at tax time. This will give you all you need to hand to your accountant so you can claim maximum depreciation for up to 40 years! .

Methamphetamine Screening: 1 in 10 houses in Australia have a level of Methamphetamine contamination. This inspection is designed to give you peace of mind in buying or renting out a property by taking a swab sample from multiple areas in your home and having these analysed for traces of Methamphetamine residue. Our Testing Cassettes are designed to give you an on-the-spot reading as to whether your property displays under/or over the 0.5g contamination level that is deemed safe by Australian standards. Whether you are moving into your new family home or planning on tenants, be reassured that the home is safe and secure without the worry of methamphetamine contamination inside the property.



Owner Builder Warranty Inspection

1. Summary

MAINT	PREV	MONIT	DEFR	DEFIC

Summary:
• This report is on domestic building works under section 137B of the building Act 1993 (Owner-Builder Construction). The set criteria outlined for the purpose of this report as per the Building Act is as follows:

• - Any defects found with the work
- Unfinished or incomplete work
- Identify any second hand or reclaimed materials

• The purpose of this inspection is to assess the building works in the following areas:

Installation of pool fence/barrier and gates.

• Inspector's Observations:

• No defects observed.
• No incomplete work detected.
• No second hand materials detected.
• Access was adequate.

Observations:
• Any defects, incomplete work or second hand materials detected are included in the relevant sections. These items are flagged as DEFIC (in red print) and listed in the summary at the front of the report.

• Permits required- Yes
Permits attached to the section 32.

Inspector

1. Your Inspector

Your Inspector:
• Allan Jones

Contact Information:
Email: ajones@resicert.com
Mobile: 0435 134 878

Inspection Type

1. Inspection Type

Type:
• Owner Builder Warranty Inspection
Reason:
• Defects Condition Report

Inspection Details

1. Attendance

In Attendance:
• Client present

2. Occupancy

Occupancy:
• Occupied - Furnished

3. Inspection Limitations

Deferred

• 1. Unless we undertake a Timber Pest Inspection as part of your service we will not provide you with information in regards to rodents and timber pests or the possibility of hidden damage or health hazards caused by their presence. We recommend the property is inspected for these conditions by a qualified timber pest inspector, which we can do, in accordance with the latest revision of AS 4349.3. Reporting of mould is limited to the identification of the presence of mould in areas where it is apparent at the time of the inspection. Identification of strains/classifications/types of mould is not possible without sample testing and is excluded from this report.

2. Entering roof spaces that are heavily insulated can cause damage to the insulation and framing. Roof spaces with deep insulation cannot be safely inspected due to limited visibility of the framing members upon which the inspector must walk. In such cases, the roof space is only partially accessed, thereby limiting the review of the attic from the hatch area only. Inspectors will not crawl the roof space when they believe it is a danger to them or that they might damage the insulation or framing. There is a limited review of the roof space viewed from the hatch only in these circumstances. Due to the location and restricted visibility of roof structure tie-down fixings we cannot confirm compliance with AS1684.

3. The roof covering will not be walked upon if in the opinion of the inspector it is not safe to do so. Generally issues that prevent roof access include, access height over 3 metres, steep pitch, wet/slippery surfaces, deteriorated covering. Not being able to walk on the roof significantly limits our inspection which can result in hidden defects going undetected.

4. Any comments in this report relating to asbestos in the property is not exhaustive or conclusive. Asbestos location and assessment is not included as part of our normal inspection process. If you require a comprehensive assessment we recommend that you engage a appropriately qualified specialist contractor.

5. Where a current electrical safety certificate is required, this report does not satisfy or remove the need for that requirement. We are not qualified electrical contractors and can not confirm that electrical components of the inspection full comply or operate with the relevant electrical standards which only a qualified electrical contractor can advise. This also applies to specific requirements and legislation relating to smoke alarms which varies from state to state.

6. Australian Standard AS 4349.1 recognises that a standard property inspection is NOT a warranty. To further protect your interests we strongly advise that you consider insuring your house against undetected structural damage and problems developing with the building structure in the future.

7. It may be a requirement, depending of the location of your property, that the main power is turned off prior to entering the roof space. If we are unable to meet this requirement during the inspection the internal roof space may need to be inspected from the manhole only.

[12-19]

Structural Summary

1. Structural Summary

MAINT	PREV	MONIT	DEFR	DEFIC

Summary:
• As requested, we have conducted a visual structural inspection of the owner builder work/s. The inspection and this report have been undertaken in accordance with the Resicert Inspection Service Agreement.

Generally, the owner builder work/s appears to be in satisfactory structural condition.

Some issues that are considered minor from the viewpoint of structural integrity or are preventative in nature, are addressed under the various headings below.

Property Information

1. Property Comments

MAINT	PREV	MONIT	DEFR	DEFIC

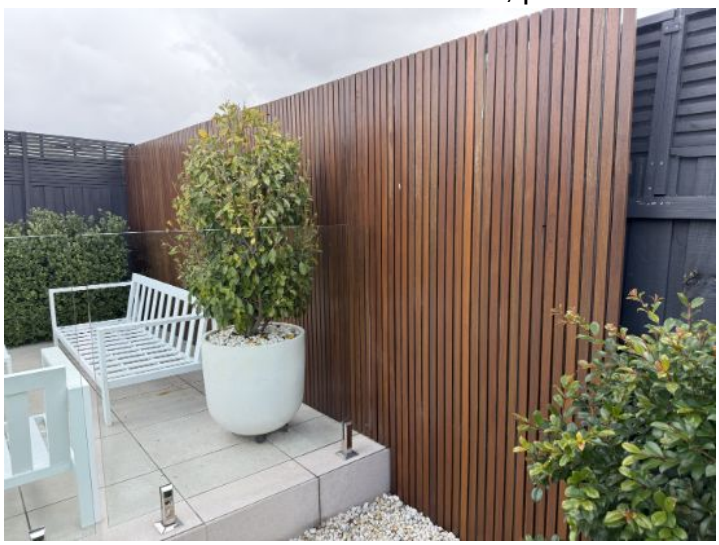
Observations:
• Please note that this is NOT a Pre-Purchase inspection and should not be considered as one. It is simply a statement of the works undertaken to the property and condition, to enable appropriate insurance to be obtained if required and the report attached to the contract of sale as specified in Part 137B Building Act 1993.
Defects identified in the Report are those caused by bad workmanship or movement of foundations. The report does not necessarily refer to routine maintenance items (eg: hair-line plaster cracks or jamming doors and windows) that are caused by normal shrinkage providing the workmanship was not defective.

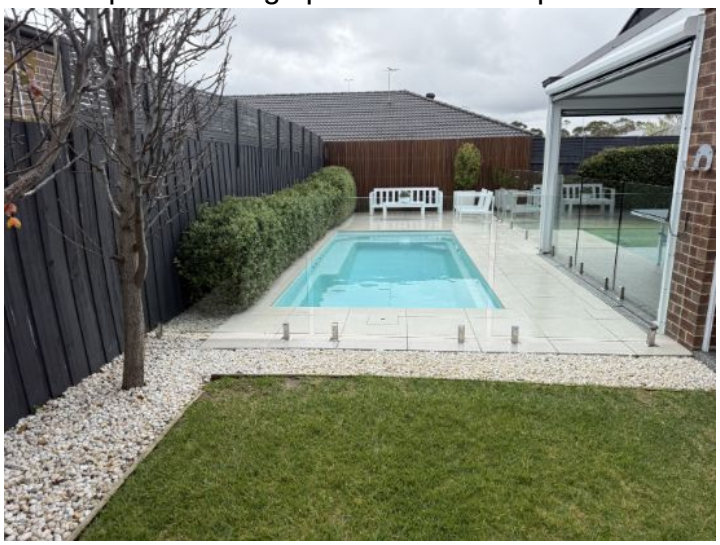
Pool

1. Pool Barrier Condition

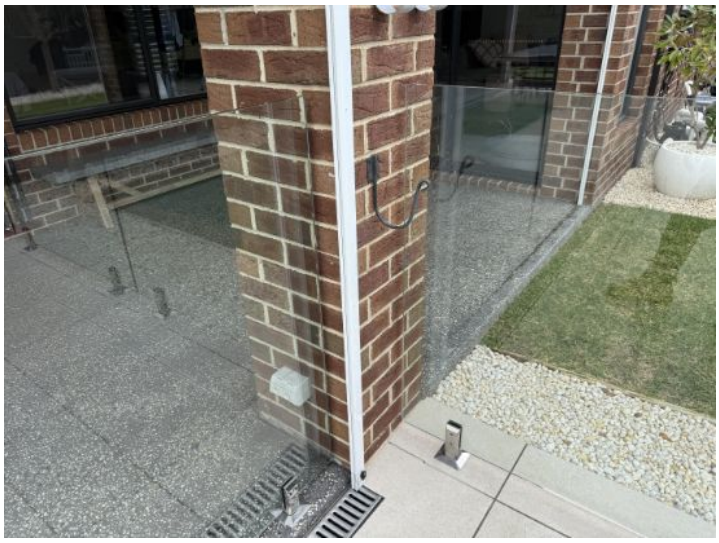
MAINT	PREV	MONIT	DEFR	DEFIC

Materials:
• 2 sides timber boundary paling fences.
• 2 sides glass fences.
• BCA 2010 – Volume 1; Performance Requirement GP1.2
A barrier must be provided to a swimming pool and must:
i. be continuous for the full extent of the hazard; and
ii. be of a strength and rigidity to withstand the foreseeable impact of people; and
iii. restrict the access of young children to the pool and the immediate pool surrounds; and
iv. have any gates and doors fitted with latching devices not readily operated by young children, and constructed to automatically close and latch.
• Safety barriers: A swimming pool associated with a Class 2 or 3 building or Class 4 part of a building or a children's service, with a depth of water more than 300 mm, must have fencing or other barriers in accordance with AS1926 Parts 1 and 2.
• The gate shall close and latch from any position from resting on the latching mechanism to fully open, under both of the following conditions:
(i) Under the natural weight of the gate.
(ii) After a mass of 25 kg supported by the top rail is placed at a point 100 mm from the outer edge of the locking stile of the gate.
Observations:
• Inspected pool barrier works appeared complete, the pool barrier appears to be satisfactory and to comply with the required regulations. For confirmation, please consult with a pool fencing specialist for compliance.










Thank You

Thank you for the opportunity to undertake this inspection for you. We value your comments and suggestions as well as any positive feedback.

Feel free to refer us to any friends or family that would benefit from our services. We can assure you that they would receive the highest level of service and attention.

If you have any questions or require further information please do not hesitate to contact me directly.

Thank you once again.
Yours Sincerely



Property Inspector
www.resicert.com.au



Paul Antonelli Bachelor Eng Civil (Hons)
MIE Australia Chartered Professional Engineer - 261032
CAV Building Industry Reg. #PE0002569

Certificate of Currency - Professional Indemnity Insurance

AON

Certificate of Currency

Date of issue 10 June 2025

Contact Jasmine Truong
Email jasmine.truong@aon.com

Paolo Antonelli
PO Box 22
MIDLAND DC WA 6936

We hereby certify that the under mentioned insurance policy is current as at the date of this certificate, please refer to the important notices below.

Policy Type	Design Professionals
Named Insured	Paolo Antonelli Resicert Inspections Pty Ltd
Insurer	Insurance Australia Limited trading as CGU Insurance
Policy Number	82CON1847011
Policy Period	4:00 PM 06 June 2025 to 4:00 PM 06 June 2026
Premium Paid	Yes
Profession	**Architects & Design**
	None
	Architecture & Engineers – Low Risk Activities None
	Engineers – High Risk Activities Civil Engineering
	Building Inspection (excludes Pest Inspections)
Professional Indemnity	
Limit of Liability	$ 1,000,000 any one claim, $ 6,000,000 in the aggregate. Exclusive of costs and expenses.
Deductible	Fidelity - $ 1,000 each and every Direct Financial Loss
	Attendance at Enquiry - $Nil each and every claim inclusive of costs and expenses.

Aon Reference: PRM 20QSY D049339/010

Aon Risk Services Australia Limited ABN 17 000 434 720 AFSL 241141
PO Box 1331 Parramatta NSW 2124

Resicert Service Agreement

Resicert Inspection and Service Agreement - March 2024

1.0 Acceptance of Agreement : The Client has made a booking, accepted the quotation and the inspector arrives on site to commence the inspection, the Client is deemed to accept this agreement as to the basis of the inspection being undertaken. This agreement takes precedence over any previous oral or written representations by Resicert.

2.0 Payment Terms : Full payment of the inspection is required prior to the inspection report and summary being provided to the Client.

3.0 Purpose of Inspection : The purpose of the inspection is to provide advice to the Client in relation to the condition of the property at the time of the inspection. This report is not an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection.

4.0 Scope of Inspection : Scope of inspection will depend on the inspection type which the Client has selected. Pre-purchase inspections are undertaken in accordance with AS 4349.1 - 2007 - Inspection of buildings
Part 1: Pre-purchase inspections— Residential buildings - unless otherwise stated in the numbered clauses below. Pre-purchase property inspections do not inspect to or comment on building codes, as building codes for different structural areas change regularly. Pre purchase property inspections are designed to offer an informed opinion on what is visibly apparent on the date of inspection.
Timber Pest Inspections are undertaken in accordance with AS 4349.3-2010 - Inspection of Buildings - Part 3 - Timber Pest Inspections. ‘Sounding’ will be used as a method of inspection where practical and possible. Resicert Pest Inspectors conduct detailed but non-invasive TImber Pest Inspections, but are not Pest Controllers. Rodents, Spiders or other Pests do not form a part of our Inspection process, our Inspectors purely seek to investigate presence of (or past evidence of) Timber Pest Inspects, including but not limited to Termites and Borers.

4.1 Basic and Standard Inspections : The inspection shall comprise visual appraisal and limited assessment of accessible areas of the property to identify major defects to the building structure and to form an opinion regarding the general condition of the structure of the property.

It is not required to contain any assessment or an opinion regarding the following:

-Any non-structural element, e.g., roof plumbing and roof covering, general gas, water an sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling, etc. -An assessment of any aspect or component of the property that cannot be seen or that requires testing and/or measurement to determine soundness. -Any area or item that was not, or could not be, observed by the inspector. -General maintenance other than that which is

deemed to be directly related to the ongoing structural performance of the property. -Serviceability damp defects such as condensation, rising damp, lateral damp, falling damp should only be assessed and reported on where structural damage has occurred, is occurring, or may occur.

4.2 Plus Inspection : Resicert shall inspect accessible parts of the building and appurtenances, together with relevant features of the property within 30m of the building and within the boundaries of the site, or as otherwise agreed in the inspection agreement. In this context, relevant features include car accommodation, detached laundry, and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth embankments, surface water drainage and storm water run-off.

4.3 Safety Barrier and Pool Condition Inspection (WA) as an add-on or stand alone: Inspection is completed in accordance with the Western Australian Private Swimming Pool Inspector Guidelines Inspecting Private Swimming Pool Spa Enclosures Second edition 24 July 2007 / Pool Safety Inspection (QLD, NSW &VIC) as a Compliance Inspection or Advisory only: inspection and report in accordance with AS1926 1&2-2007 and QDC MP3.4: Inspector has the right not to test or inspect any component if they believe that through operation or testing it may cause damage or is a potential safety issue. -Require permission, necessary access and any required components to operate or inspect items as outlined for this inspection - Unless otherwise advised we will assume that all components can be operated and will not be damaged when doing so. No liability relating to operating a component during the inspection. - Require applicable operational manual and/or instructions relating to the inspection of any component. -If we are required to start up or turn on any component, it will be necessary to have required start up information. Otherwise we reserve the right not to operate. -information contained in the WA Safety Barrier and Pool Condition Report (as an add-on or a stand alone) or a QLD NSW &VIC Advisory Only Report is an information document only and will articulate potential issues that are likely to be flagged as deficient by council in the process of achieving required certification for the pool. It is not always possible to operate pumps. For pools and spas (excluding bath type spas located in bathrooms) to be tested must have a minimum level of water prior to commencement of inspection. Resicert accepts no liability for any subsequent drownings or accidents resulting in death or injury that may result from the advise provided in the Safety Barrier and Pool Condition Report. The Recommendations made in the report are for information only and Resicert will not seek compliance on behalf of any third party.

4.4 SMOKE ALARMS - (QLD) it is a requirement from 31 December 2021 that all rental properties are fitted with interconnected photoelectric smoke alarms, and from 31 December 2026 that all homes are fitted with interconnected photoelectric smoke alarms. These alarms must be installed in every bedroom, in hallways and on every level.

5.0 Extent of Reporting : Significant items to be reported are as follows: (a) Major defects as defined in AS 4349.1. (b) A general impression regarding the extent of minor defects. (c) Any major defect that is an urgent and a serious safety hazard.

6.0 Safe and Reasonable Access : This is a visual inspection only. The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. This will apply to roof spaces and underfloor access. The inspection shall include only accessible areas and areas that are within the inspector’s line of sight and close enough to enable reasonable appraisal. Roof inspection by walking upon the roof will be limited to single storey dwellings which are safely accessible with the use of a 3.6 metre ladder, and only when the slope, roof condition and

climate do not reduce safety.

7.0 Exclusions from Inspection : Resicert need not inspect or report on the following items:Footings below the ground or concealed damp-proof course - the structural design or adequacy of any element of construction. - Electrical installations, smoke detectors, light switches and fittings, TV, sound and communications - Concealed plumbing, gas fittings and fixtures. - Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws. - Air-conditioning , alarm and intercom systems, automatic garage door mechanisms. - Swimming pools, pool fencing and associated filtration and similar equipment. - The operation of fireplaces and solid fuel heaters, including chimneys and flues. - Soft floor coverings. - Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum - Paint coatings, except external protective coatings. - Health hazards (e.g., allergies, soil toxicity, lead content, presence of asbestos). - Timber and metal framing sizes and adequacy and concealed tie-downs and bracing. - Timber pest activity. - Other mechanical or electrical equipment (such as gates, inclinators). - Soil conditions and control joints. - Sustainable development provisions. - Concealed framing-timbers or any areas concealed by wall linings/ sidings. - Lands

For Western Australian Residential Properties built pre-1970's, we recommend an electrical inspection to ensure the Roof cabling is satisfactory.

8.0 Liability and Limitations : The inspection shall comprise visual assessment of the property to identify major defects and to form an opinion regarding the general condition of the property at the time of inspection. The Resicert report does not constitute a guarantee in relation to the property. It is a limited opinion of condition of the inspected property at the time of inspection.

Property conditions can change significantly over time, particularly under severe weather conditions and extremes of temperature. Therefore our Reports are only valid for a period of 60 days following the date of Inspection.

Resicert's liability in relation to the inspection and report will be limited to a refund of the inspection fee. The inspection and report is undertaken for the Client named on the report. No responsibility is accepted to any third party.

9.0 Money Back Guarantee : If the client is not fully satisfied with the building inspection and/or building inspection report provided, Resicert will refund 100% of the building inspection fee to the client. This will require the client to complete the request for a refund application form and agree to the conditions there-in stated prior to a refund. This guarantee only applies for a period of 60 days from the date of the inspection. After this period it is at the full discretion of Resicert whether a request for a refund will be approved.

10.0 Follow up inspections : The initial fee does not allow for any follow up visits, if required, to the residence. A quote to undertake this activity will be provided if necessary.

11.0 Estimates Provided : Any estimates or budgets provided relating to work required to be undertaken is purely to provide an indication of approximate costings. The figures provided are not a quotation or estimate to carry out any works and can not be relied upon for this purpose. All estimates and budgets which are provided are done so only on this basis, and no liability, with the client or any third party, whatsoever will be accepted in relation to budgets and estimates provided, unless otherwise stated.

12.0 Probable Costings : Any probable costings outlined represent an opinion of renovation costs only which can vary considerably depending on range of factors including but not limited to:

Type and standard of materials, fittings and fixtures chosen. -Level of of client involvement and engagement required -Construction method and process chosen -Overall timings and duration of works undertaken -Fluctuations in building materials and labour costs -Scale and extent of the renovation project -When the renovation project is undertaken -Location of the works and site conditions

The probable costings provided is based on standard rates for previous projects and is not an elemental or detailed estimate. A detailed estimate of this nature can be provided by a Quantity Surveyor or through obtaining quotations from appropriate suppliers and tradesman.

13.0 Approvals for access to property : The Client represents and assures Resicert that the Client has secured all approvals necessary for entry onto the premises to be inspected. Client further agrees to defend, indemnify and hold harmless Resicert from demands or claims alleging a trespass upon the premises to be inspected. It is the responsibility of the Client or Agent to ensure the utilities are on at the time of inspection. Resicert recommends checking for permits on all additional construction performed on the property after the original construction.

14.0 Depreciation Schedules : Resicert works in conjunction with a Quantity Surveyor to provide Depreciation Schedules for Investment Properties. The Quantity Surveyor is a third party and both logos (Resicert and the third party) will be listed at the top of the report. (2) Resicert holds Professional Indemnity Insurance for Depreciation Schedules, but the tax calculation provided by the Quantity Surveyor is entirely under the provision of the Quantity Surveyor used and Resicert cannot and does not accept liability in relation to any tax calculations.

15.0 Proprietary Rights: The report, contents, comments and format of this inspection report are the proprietary rights of Resicert Property Inspections and subject to copyright law. Unlawful duplication can result in penalties.

16.0 Asbestos Disclaimer: If during the course of the inspection asbestos or materials containing asbestos happened to be noticed then this may be noted. Many building materials for many years contained or were comprised entirely of asbestos material. Approximate dates for legal disuse include: sprayed/lagging - late 1970s, cement sheeting - 1982, corrugated sheeting - 1984, other asbestos cement products - 1986, gaskets - 1997, friction pads - 2003. While your inspector may indicate that there may be some suspected asbestos material at the property, any property constructed prior to 2004 may have elements of asbestos in the materials, lagging, insulation, cement sheeting, piping, floor coverings, floor underlay, expansion joints, caulking, sink pads, toilet systems, pipe insulation, gaskets, gasket insulation and more materials and locations around the home. The only conclusive way to determine if asbestos is present in the home or as a part of the materials in the home is to take a sample and have it professionally tested. This sampling falls outside of the scope of this inspection. Sheeting and asbestos materials should fully sealed. If it is damaged, it should be dealt with immediately. If asbestos is noted as present within the property you should then seek advice from a qualified asbestos removal expert for further details and information on this material. Drilling, cutting or removing products containing asbestos is a high risk to peoples health and the Client should seek advice from a qualified asbestos removal expert.

17.0 Not a “Certificate of Building Compliance” report (For reports within ACT): The report may contain copies of any

approved plans, building approvals, building permit and Certificates of Occupancy and act as a compliance report for the purposes of "Building and Compliance". However, any comments made by the person who prepared the report as to whether or not, in the opinion of the inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a review of the plans and the visually accessible parts of the property at the time of the inspection.

18.0 Ownership rights :Resicert retains ownership and all rights to the inspection report. Resicert has the rights to all data collected during the inspection and compiled in the report. Resicert has the right to on-sell the inspection report to 3rd parties subject to removal of any specific Client details. All rights reserved.

19.0 In the event that a defect is identified that has not been documented in this report, Resicert must be notified before any remedial work is undertaken. No Liability shall be accepted where remedial action is taken prior to Resicert being advised of the defect and given the opportunity to re-inspect the property and identify the defect.

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 08 September 2025 12:25 PM

PROPERTY DETAILS

Address:	**37 MELROSE TERRACE SOMERVILLE 3912**
Lot and Plan Number:	**Lot 79 PS715101**
Standard Parcel Identifier (SPI):	**79\PS715101**
Local Government Area (Council):	**MORNINGTON PENINSULA** www.mornpen.vic.gov.au
Council Property Number:	**142610**
Planning Scheme:	**Mornington Peninsula** Planning Scheme - Mornington Peninsula
Directory Reference:	**Melway 148 G1**

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**

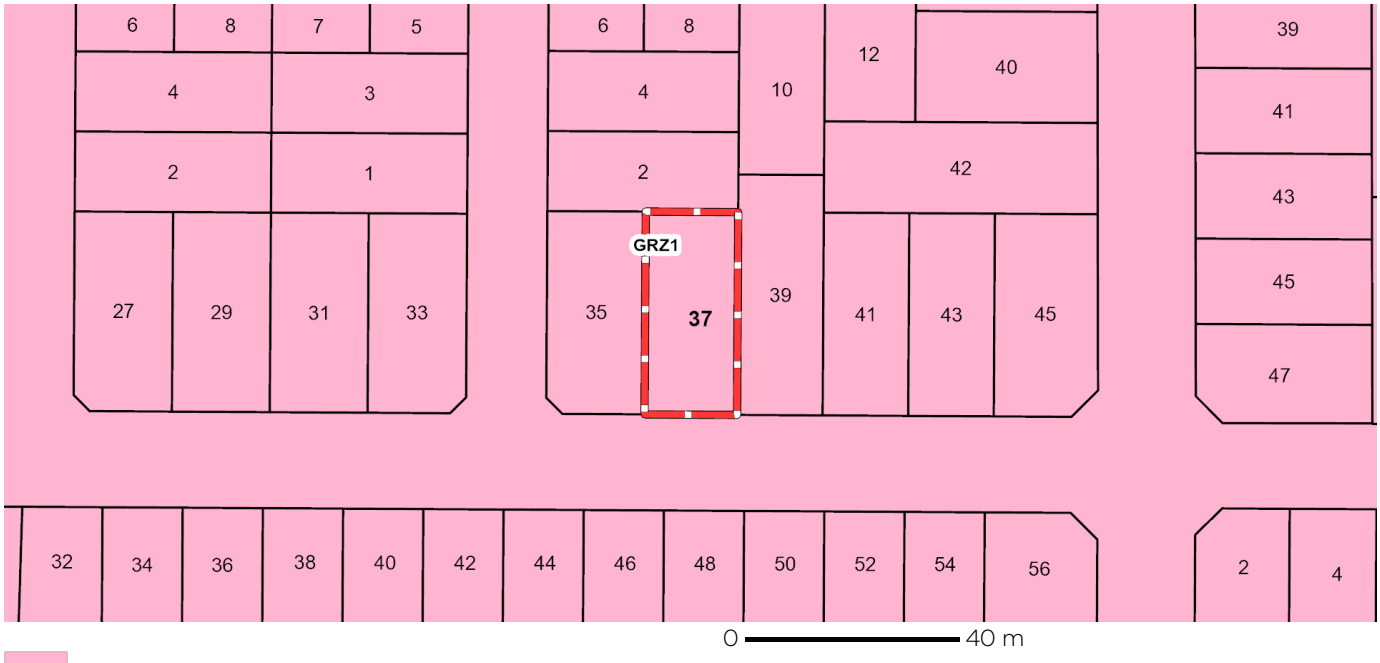
OTHER

Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

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



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 28 August 2025.

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

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

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PLANNING PROPERTY REPORT

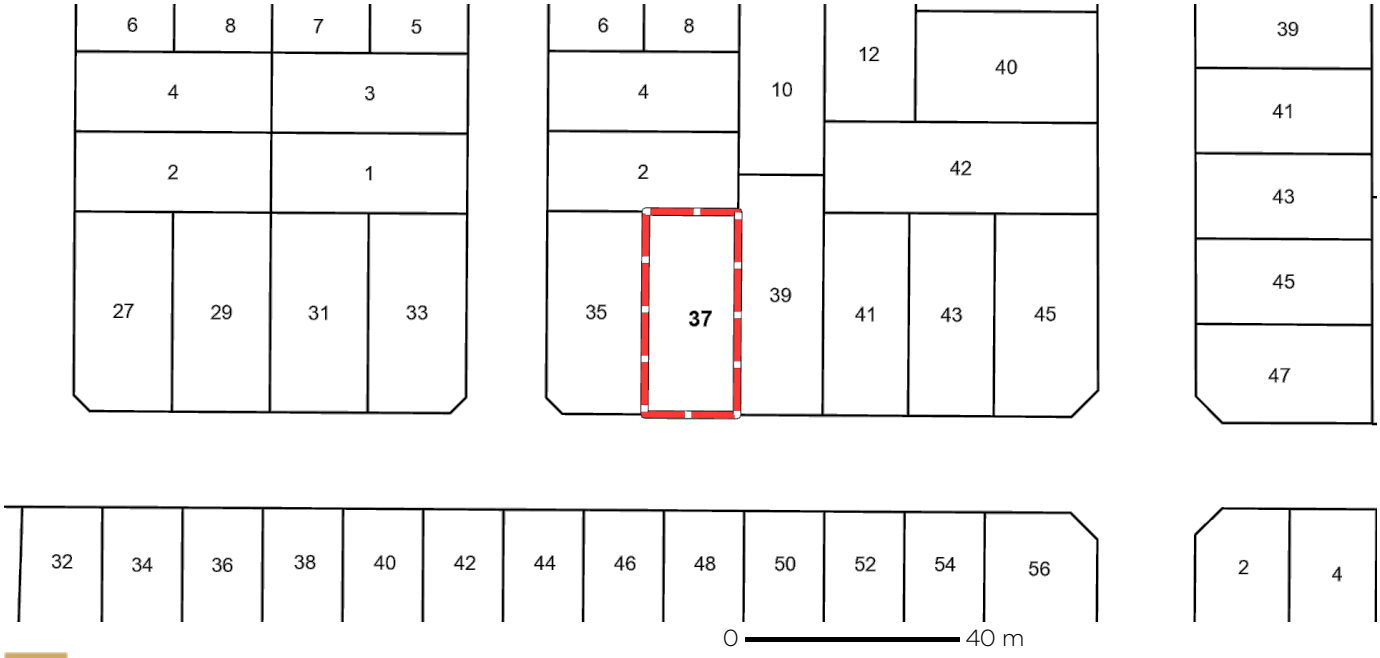
Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) 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)

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