

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 **4 KATHS WAY, 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: Keith O'Brien and Danielle Deborah Chamings

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:	chrissy.kouvaras@obrienrealestate.com.au		
Tel:	59778877	Mob: 0418570521	Fax: 59778010
			Ref: Chrissy Kouvaras

Vendor

Name:	Keith O'Brien and Danielle Deborah Chamings
Address:	4 Kath's Way, 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:25330

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	11918	Folio	069	12	PS 742143

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: 4 Kath's Way, 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^m or under general condition 13.1(a), (b) or (c)),
the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST,
until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

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

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

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

General condition 15B is added:

15B. GST WITHHOLDING

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

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

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- 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
 - 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:
- 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;
 - 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
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - 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:
- 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
 - 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:
- so agreed by the vendor in writing; and
 - 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:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - 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:
- decide if an amount is required to be paid or the quantum of it, or
 - 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:
- 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
 - 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:
- the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - 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:)

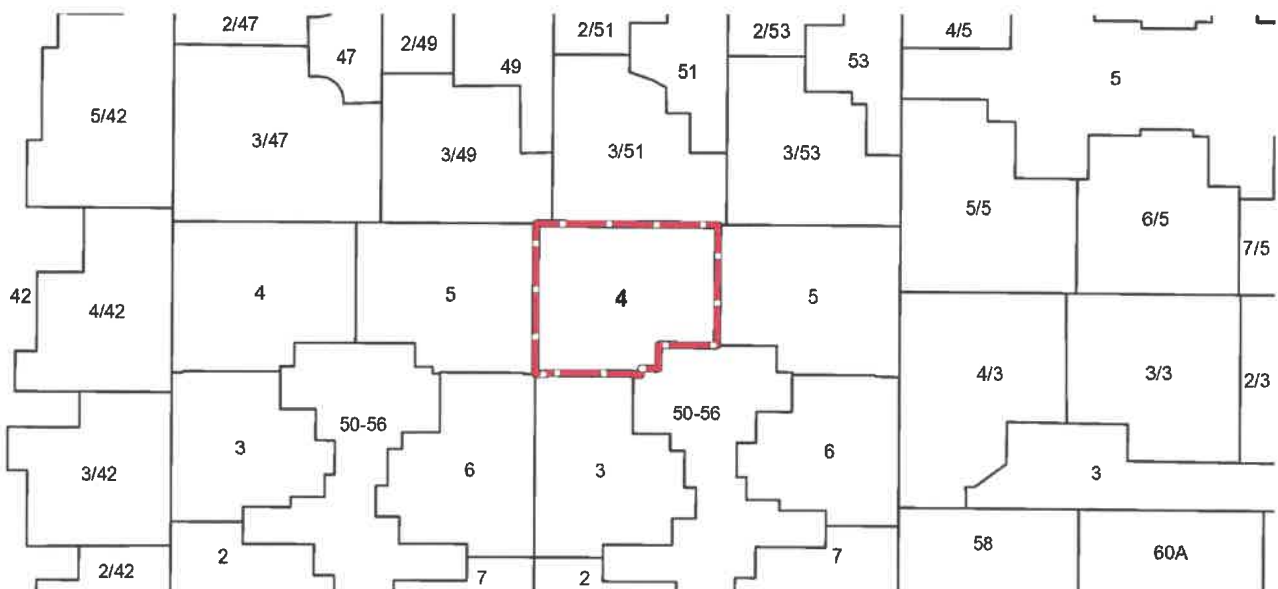
.....



VENDORS STATEMENT

Vendor: K O'Brien and D D Chamings

Property: 4 Kath's Way, 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: Keith O'Brien and Danielle Deborah Chamings

Property: 4 Kath's Way, 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 11918 FOLIO 069

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) See attached Council rates, South East Water and Land Tax Certificates for outgoings
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge which are not included in the above amount.
- (c) Particulars of any charge (where registered or not) over the land imposed by or under an Act to secure an amount due under the Act, including the amount owing under the charge are as follows -
NOT APPLICABLE

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 attached 137b report.

- 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 PS742143 attached hereto**
 - 2.2 Covenants** affecting the property - **None affecting**
 - 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:-

A deck at the property has been built over the existing easement.

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

3. PLANNING & ROAD ACCESS

3.1 Council: Mornington Peninsula Shire Council

3.2 Responsible authority: Mornington Peninsula Planning Scheme

3.3 Zoning: See Planning Certificates attached

Overlays:

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

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

There is access to the property road.

4. BUSHFIRE – PRONE AREA

4.1 The property is in a **bushfire prone area** within the meaning of the Regulations made under the Building Act 1993 unless the attached **Bushfire Prone Area Report** states otherwise.

4.2 If the property is in a designated bushfire prone area the designation will be shown on the attached **Bushfire Prone Area Report** and special **bushfire construction requirements, Planning provisions** and **Country Fire Authority requirements** may apply. However you should conduct your own due diligence by searching the Victorian Government's **Land Channel Website**.

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

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

None to the Vendors knowledge, 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 Licences affecting the land are as follows: - **Not applicable**

6. BUILDING APPROVALS

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

NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE

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 – See attached Certificate

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~~

~~Planning Permits or Occupancy Permit~~

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

~~Owners Corporation or Service Company~~

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

Page 1 of 2

VOLUME 11918 FOLIO 069

Security no : 124127678755X
Produced 01/09/2025 09:34 PM

LAND DESCRIPTION

Lot 12 on Plan of Subdivision 742143N.

PARENT TITLES :

Volume 09820 Folio 023 Volume 09946 Folio 933

Created by instrument PS742143N 26/09/2017

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

KEITH O'BRIEN of 11 CALISTEMON COURT MOUNT MARTHA VIC 3934

DANIELLE DEBORAH CHAMINGS of 10 VILLISA CLOSE LANGWARRIN VIC 3910

AQ463263V 20/11/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX091701J 27/07/2023

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE PS742143N 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: 4 KATHS WAY SOMERVILLE VIC 3912

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 27/07/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS742143N



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

Page 2 of 2

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

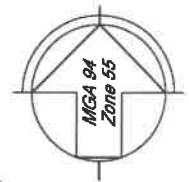
Document Type	Plan
Document Identification	PS742143N
Number of Pages (excluding this cover sheet)	3
Document Assembled	01/09/2025 21:34

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION			EDITION 1	PS 742143N
Location of Land Parish: TYABB Township: -- Section: -- Crown Allotment: -- Crown Portion: 8 (PART) Title Reference: VOL 9820 FOL 023 & VOL 9948 FOL 933 Last Plan Reference: LOT 1 ON LP212050T & LOT 2 ON LP219138U Postal Address: 50 - 56 ERAMOSA ROAD EAST (at time of subdivision) SOMERVILLE 3912 MGA 94 Co-ordinates (of approx. centre of land in plan) E 340 800 Zone: 55 N 5 787 830			Council Name: Mornington Peninsula Shire Council Council Reference Number: S17/5031 Planning Permit Reference: P17/0264 SPEAR Reference Number: S099106M Certification This plan is certified under section 6 of the Subdivision Act 1988 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 Digitally signed by: Bethany Hughes for Mornington Peninsula Shire Council on 15/09/2017	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN : BOUNDARIES MARKED 'M' EXTERNAL FACE : ALL OTHER BOUNDARIES ===== DENOTES STRUCTURE (NON BOUNDARY) LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS. COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS 1 TO 16 (BOTH INCLUSIVE) THE COMMON PROPERTY CONSISTS OF TWO PRIVATE ROADS CALLED JERRYS WAY AND KATHS WAY <u>OTHER PURPOSE OF THIS PLAN:</u> TO REMOVE DRAINAGE EASEMENT E-1 ON LP212050T AND DRAINAGE EASEMENT E-1 ON LP219138U AND TO BE REPLACED BY DRAINAGE EASEMENT E-1 AS SHOWN ON THIS PLAN <u>GROUNDS FOR REMOVAL:</u> PLANNING PERMIT P17/0264	
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION : DOES NOT APPLY				
SURVEY: This plan is based on survey STAGING: This is not a staged subdivision Planning Permit No. P17/0264 This survey has been connected to permanent marks no(s) PM231 & PM360 In Proclaimed Survey Area No. 17 CP No.1 DENOTES COMMON PROPERTY No.1				
EASEMENT INFORMATION				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.				
Easement Reference	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE PLAN	THIS PLAN	LOTS ON LP212050T
E-1	DRAINAGE	SEE PLAN	THIS PLAN	MORNINGTON PENINSULA SHIRE COUNCIL
E-2	DRAINAGE	SEE PLAN	THIS PLAN	LOTS ON LP212050T
E-2	DRAINAGE	SEE PLAN	THIS PLAN	MORNINGTON PENINSULA SHIRE COUNCIL
E-2	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION
E-3	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION
E-4	DRAINAGE	SEE PLAN	THIS PLAN	MORNINGTON PENINSULA SHIRE COUNCIL
 P: 03 5975 5821 E: office@stevepalmer-surveys.com.au W: stevepalmer-surveys.com.au A: 1/26 Carbine Way, Mornington 3931 Steve Palmer Surveys Land Surveyors		REFERENCE : 15122 DRAWING : 15122-POS-P DATE : 08/09/2017 Digitally signed by: Darren O'Shea (Steve Palmer Surveys Pty Ltd), Surveyor's Plan Version (P), 08/09/2017, SPEAR Ref: S099106M		ORIGINAL SHEET SIZE : A3 Sheet 1 of 3 sheets PLAN REGISTERED TIME: 5:15 PM DATE: 26 / 9 / 2017 Laura Campbell Assistant Registrar of Titles



This is a detailed plat map of a 16-lot residential subdivision. The lots are numbered 1 through 16. The map shows lot boundaries with bearings and distances, easements for "JERRY'S WAY (PRIVATE ROAD)" and "KATH'S WAY (PRIVATE ROAD)", and various survey points and markers. Key features include "COMMON PROPERTY No. 1" and "COMMON PROPERTY No. 2", and references to "SEE ENLARGEMENT No. 3", "No. 4", "No. 5", "No. 6", and "No. 2". The map is oriented with North at the top. The bottom of the map shows the "CP No. 1" and "CP No. 2" labels.

ERAMOSA ROAD EAST

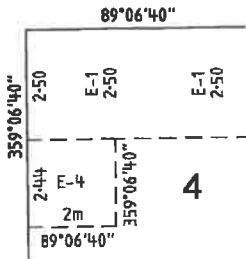


A.B.N. 69 166 818 846

Sheet 2

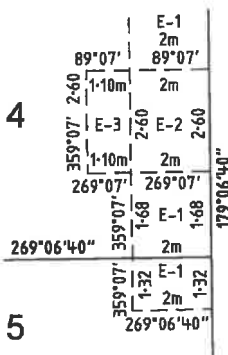
Digitally signed by:
Mornington Peninsula Shire Council,
15/09/2017,
SPEAR Ref: S099106M

PS 742143N



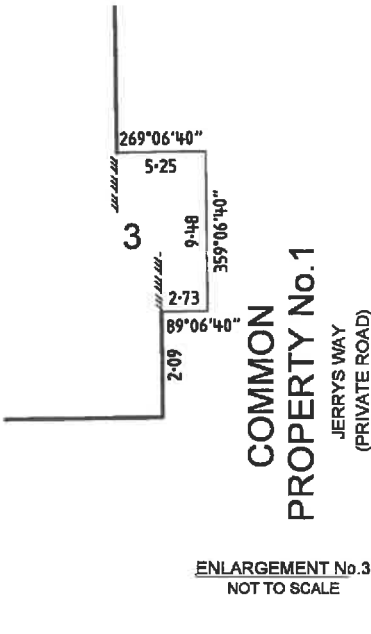
ENLARGEMENT No.1
NOT TO SCALE

14



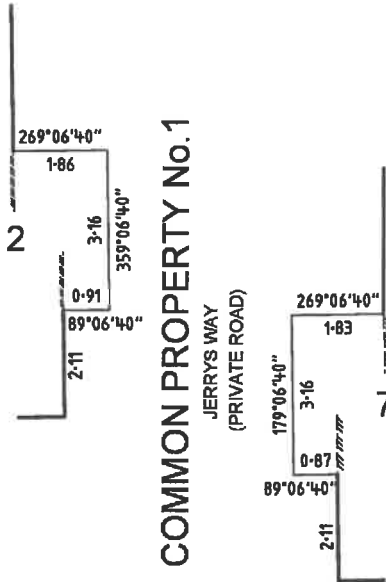
15

ENLARGEMENT No.2
NOT TO SCALE



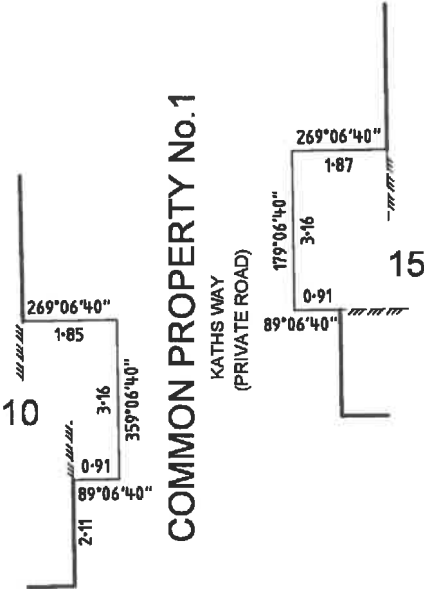
COMMON PROPERTY No.1
JERRYS WAY
(PRIVATE ROAD)

ENLARGEMENT No.3
NOT TO SCALE



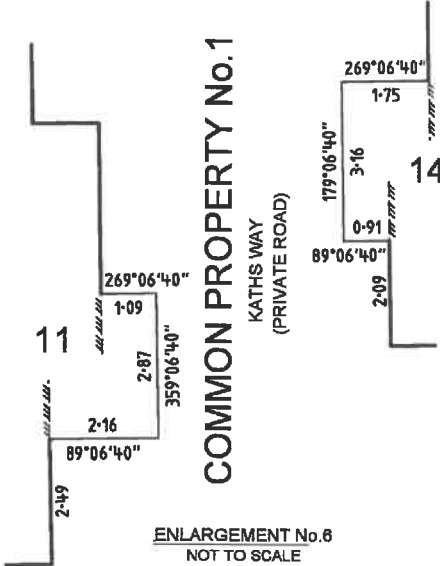
COMMON PROPERTY No.1
JERRYS WAY
(PRIVATE ROAD)

ENLARGEMENT No.4
NOT TO SCALE



COMMON PROPERTY No.1
KATHS WAY
(PRIVATE ROAD)

ENLARGEMENT No.5
NOT TO SCALE



COMMON PROPERTY No.1
KATHS WAY
(PRIVATE ROAD)

ENLARGEMENT No.6
NOT TO SCALE



Steve Palmer Surveys
Land Surveys

P: 03 5975 5821
E: office@stevepalmersurveys.com.au
W: stevepalmersurveys.com.au
A: 1/26 Carbine Way, Mornington 3831
A.B.N. 69 166 818 846

SCALE
1:300



Digitally signed by: Darren O'Shea (Steve Palmer Surveys Pty Ltd),
Surveyor's Plan Version (P),
08/09/2017, SPEAR Ref: S099106M

REFERENCE : 15122
DRAWING : 15122-POS-P
DATE : 08/09/2017

ORIGINAL SHEET
SIZE : A3

Sheet 3

Digitally signed by:
Mornington Peninsula Shire Council,
15/09/2017,
SPEAR Ref: S099106M



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 01/09/2025 09:34:46 PM

OWNERS CORPORATION 1
PLAN NO. PS742143N

The land in PS742143N is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 16.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
OCV MANAGEMENT PTY LTD, UNIT 6 85 BARDIA AVENUE SEAFORD VIC 3198
AX507935U 01/12/2023

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. AQ663646N 24/01/2018

Additional Owners Corporation Information:
OC036730J 26/09/2017

Notations:
NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	180	180
Lot 2	117	117
Lot 3	123	123
Lot 4	152	152
Lot 5	152	152
Lot 6	145	145



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/09/2025 09:34:46 PM

OWNERS CORPORATION 1
PLAN NO. PS742143N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	117	117
Lot 8	202	202
Lot 9	202	202
Lot 10	117	117
Lot 11	145	145
Lot 12	152	152
Lot 13	142	142
Lot 14	123	123
Lot 15	123	123
Lot 16	180	180
Total	2372.00	2372.00

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

Statement End.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1173358

APPLICANT'S NAME & ADDRESS

JANICE COCARD C/- LANDATA
MELBOURNE

VENDOR

OBRIEN, KEIH

PURCHASER

VENDOR, APPLICATION

REFERENCE

OBrien 25330

This certificate is issued for:

LOT 12 PLAN PS742143 ALSO KNOWN AS 4 KATHS WAY 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 2 - 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

01 September 2025

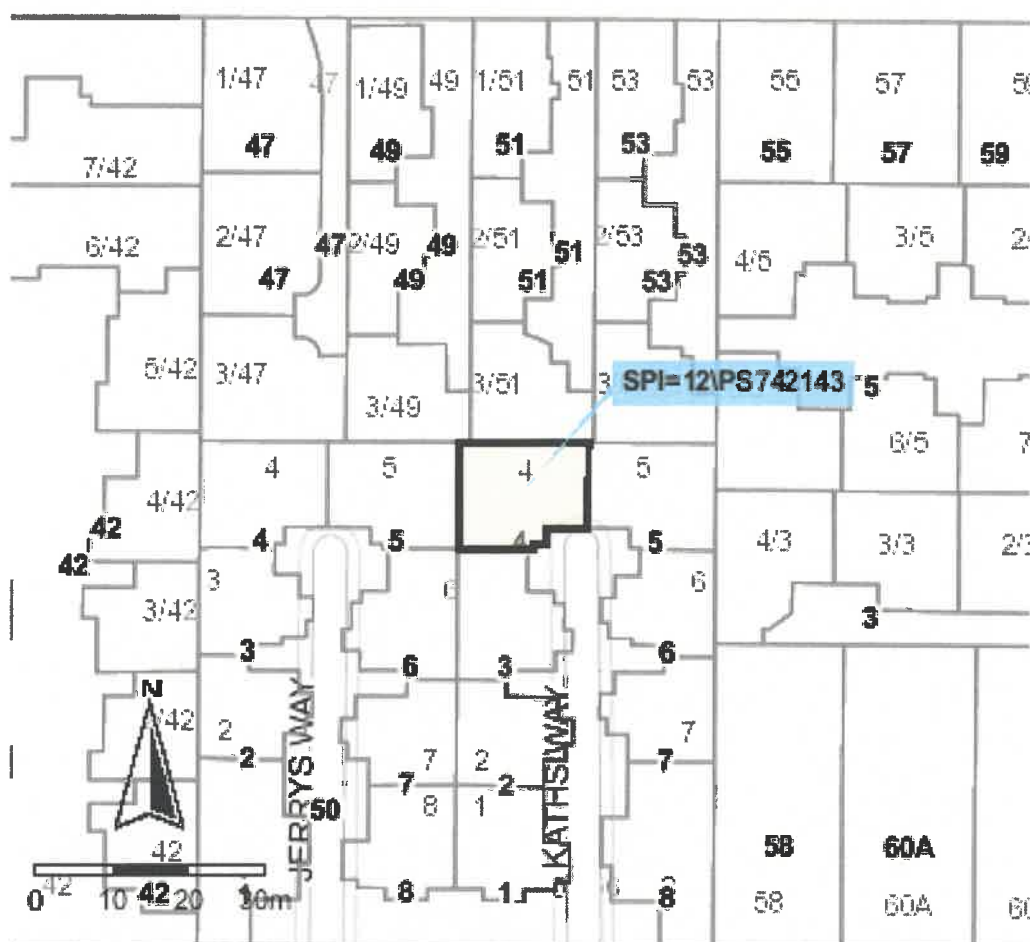
Sonya Kilkenny
Minister for Planning

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

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

RN
2024

ABN 53 159 890 143

For general enquiries, call us or visit our website

☎ mornpen.vic.gov.au

☎ 1300 850 600 (local call, fees apply)



032-3912 (24332)

K O'Brien & D D Chamings
4 Kath's Way
SOMERVILLE VIC 3912

Property details

4 Kath's Way SOMERVILLE VIC 3912
Lot 12 PS 742143 Vol 11918 Fol 069

Site Value:

\$115,000

Capital Improved value

\$605,000

Net annual value

\$30,250

AVPCC

120 - Residential

Financial details

Residential Improved Rate	0.0013230 x CIV	\$800.40
Waste Service Charge		\$406.00

Total Shire rates and charges **\$1,206.40**

Fire Service Levy Residential Fixed \$132.00

Fire Service Levy Residential Variable 0.000087 x CIV \$52.60

Total State Government Fire Levy **\$184.60**

Balance due **\$1,391.00**

Scan to pay

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



New

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

Payable



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



Post Billpay code: 3064
Ref no: 1455269



Billers code: 20537
Ref no: 4001455269

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

BPAY® this payment via Internet or
phone banking.



*3064 1455269

2024-25

Rates and Valuation Notice



MORNINGTON
PENINSULA
Shire

Property number

145526

Total amount due

\$1,391.00

Arrears (due immediately)

\$0.00

Current payable

\$1,391.00 Due 17/02/2025

Instalments

1st	\$347.60	Due 30/09/2024
2nd	\$347.80	Due 02/12/2024
3rd	\$347.80	Due 28/02/2025
4th	\$347.80	Due 02/06/2025

Key dates

Date of Issue 19/08/2024

Date of declaration 28/05/2024

Date of valuation 01/01/2024

ezyBILL Get your rates
notice via email.
☎ mornpen.ezybill.com.au

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

Property owners:

K O'Brien, D D Chamings

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

Statement for property:
LOT 12 4 KATHS WAY SOMERVILLE
3912
12 PS 742143

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03K//00007/4	O'Brien 25330	04 SEPTEMBER 2025	50190807

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	\$221.50
Payments		\$0.03
TOTAL UNPAID BALANCE		\$397.55

- 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 **\$2.54 per day**

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

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

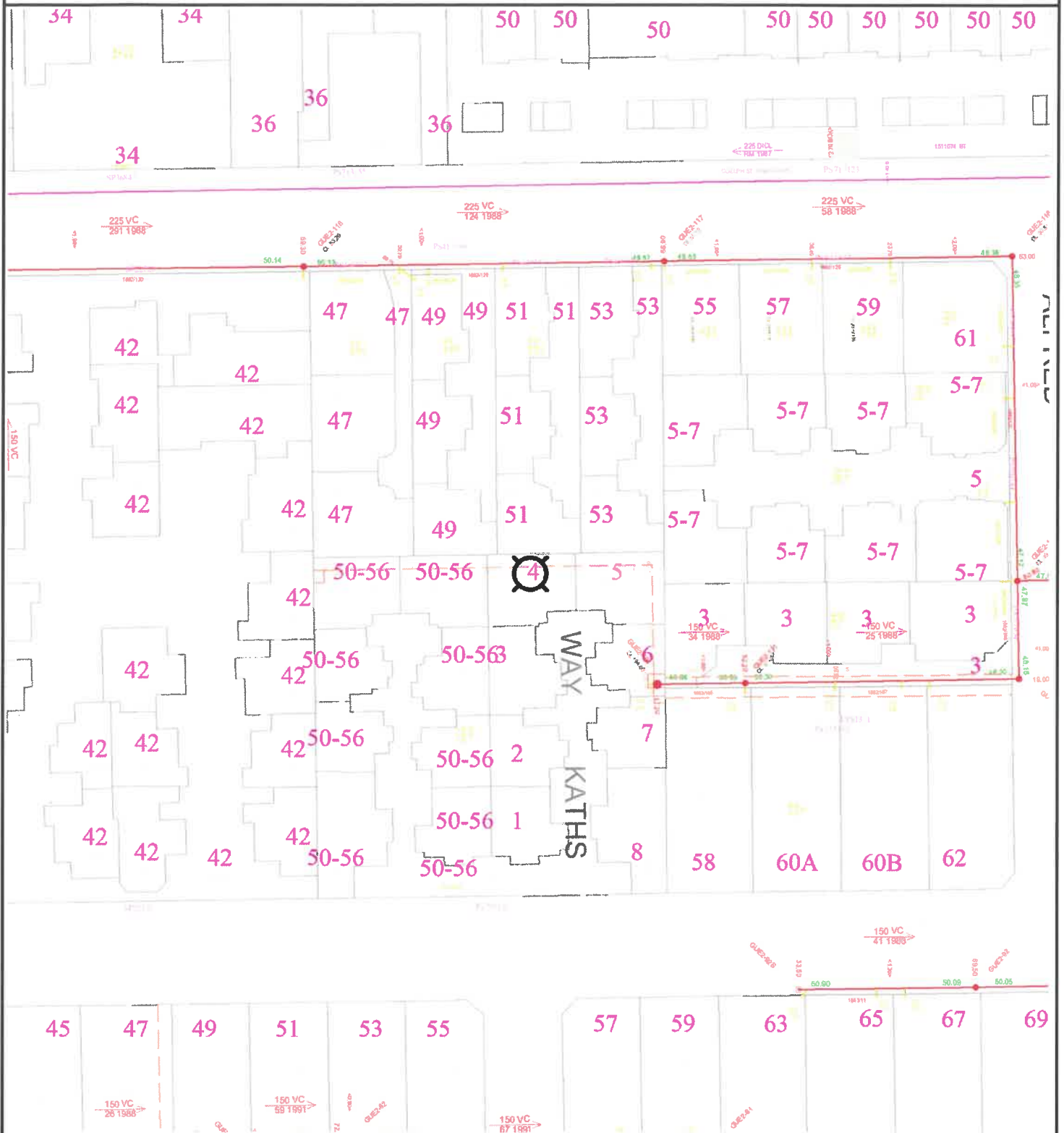
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 50190807



Date: 04SEPTEMBER2025



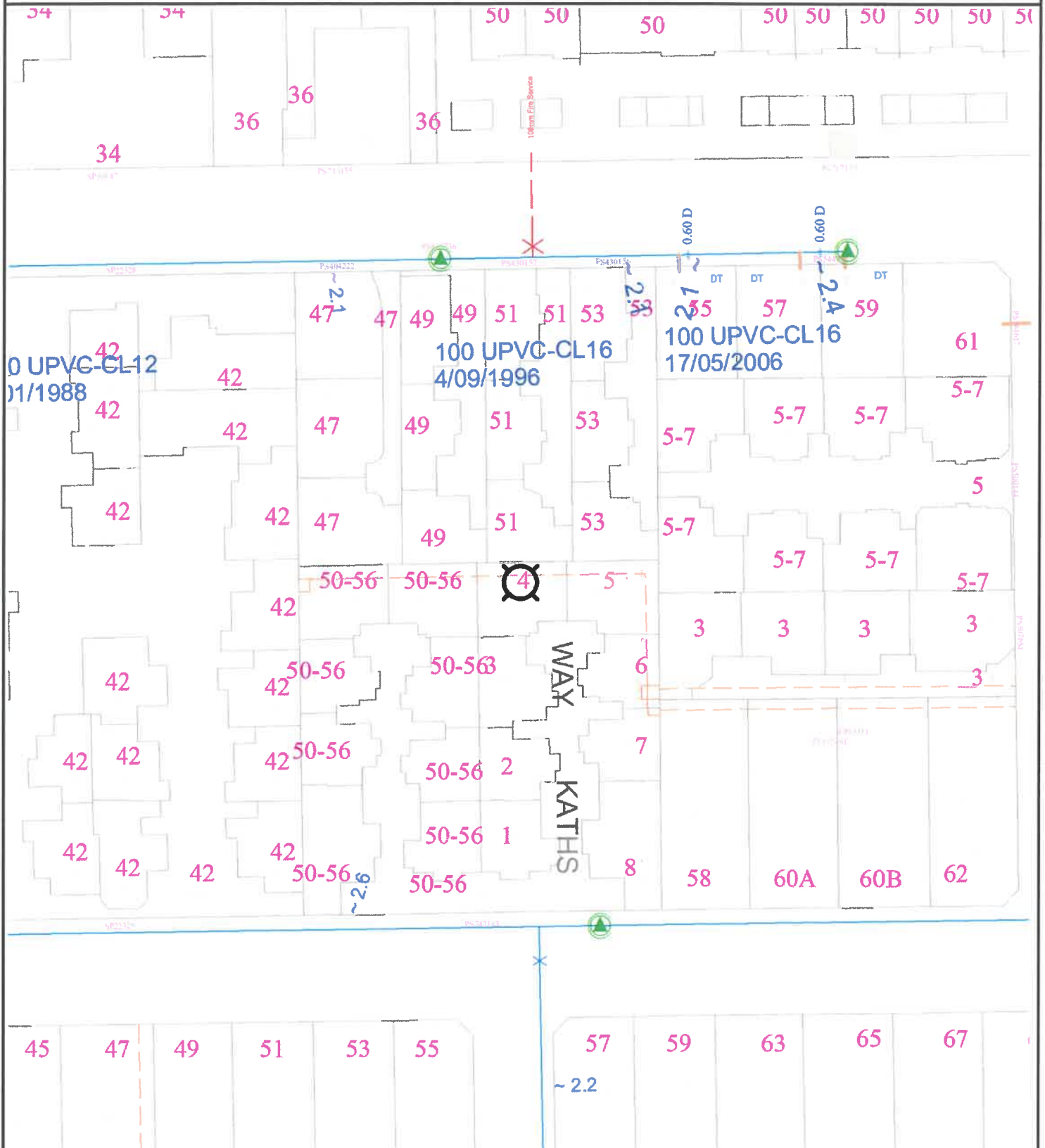
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

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



Case Number: 50190807

Date: 04SEPTEMBER2025



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

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 12 4 KATHS WAY SOMERVILLE 3912



Case Number: 50190807



Date: 04SEPTEMBER2025



Property Clearance Certificate

Land Tax



JANICE COCARD

Your Reference: LD:77957491-014-4.OBRIEN 2
Certificate No: 93019757
Issue Date: 02 SEP 2025
Enquiries: ESYSPROD

Land Address: 4 KATHS WAY SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44351437	12	742143	11918	69	\$0.00

Vendor: DANIELLE CHAMINGS & KEIH OBRIEN
Purchaser: APPLICATION VENDOR

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR KEITH O'BRIEN	2025	\$115,000	\$0.00	\$0.00

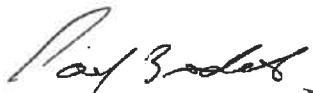
Comments: Property is exempt: LTX Principal Place of Residence.

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

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):	\$605,000
SITE VALUE (SV):	\$115,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 93019757

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 = \$975.00

Taxable Value = \$115,000

Calculated as \$975 plus (\$115,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,050.00

Taxable Value = \$605,000

Calculated as \$605,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93019757

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: 93019757

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



JANICE COCARD

Your Reference:

LD:77957491-014-4.OBrien 25330

Certificate No:

93019757

Issue Date:

02 SEP 2025

Enquires:

ESYSPROD

Land Address: 4 KATHS WAY SOMERVILLE VIC 3912					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
44351437	12	742143	11918	69	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	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:	\$605,000
SITE VALUE:	\$115,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93019757

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



JANICE COCARD

Your LD:77957491-014-4.OBRIEN
Reference: 25330
Certificate No: 93019757
Issue Date: 02 SEP 2025

Land Address: 4 KATHS WAY SOMERVILLE VIC 3912

Lot	Plan	Volume	Folio
12	742143	11918	69

Vendor: DANIELLE CHAMINGS & KEIH OBRIEN

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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 93019757

Power to Issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 93019750

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: 93019750

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.



Owners Corporation 742143N

Lot 12
4 Kath's Way, SOMERVILLE

OWNERS CORPORATION CERTIFICATE

Issued on: 01/09/2025

OCVM GROUP

 MANAGEMENT RESIDENTIAL	 37 OWNERS CORPORATION COMMERCIAL	 STRATA BUILDING HIGH RISE MIXED USE	 STRATA LAUNCH BUSINESS DEVELOPMENT
--	---	--	--

STRATA INDUSTRY SPECIALISTS

SEAFORD - VERMONT SOUTH - GIPPSLAND

Owners Corporation Certificate

*Section 151 Owners Corporations Act 2006 and Reg 11 Owners Corporations Regulations 2018
Subdivision Act 1988*

Owners Corporation Number:	742143N
This certificate is issued for Lot:	12/4 Kaths Way SOMERVILLE
Applicant for the certificate is:	Keith O'Brien
Applicant Email:	kobelectrical@gmail.com
Reference:	742143N / 12
This certificate is issued for Lot 12 Plan No. 742143N	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **01/09/2025**. You can inspect the owners corporation register for additional information and you should obtain a new certificate for current information prior to settlement.

a) The present fees for the above Lot are:

Owners Corporation Admin Contribution **\$2,005.20** per annum payable *Quarterly*.

Please note that this Owners Corporation's end of financial year is **30/09/2025**.

An Annual General Meeting will be scheduled in the coming weeks.

At the next Annual General Meeting the annual budget may increase or decrease pending the resolutions made by the members.

Please be aware that the contributions for this lot may change and adjustments may be made on previous levies already issued during the new financial year. We suggest an update on the certificate be sought prior to settlement.

Due Date	01/04/2025	01/07/2025	01/10/2025	01/01/2026
Admin	\$501.30	\$501.30	\$501.30	\$501.30

b) The fees are paid up until 30/09/2025. If settlement should occur on or after any due date the next fee instalment as outlined above will also be due and payable.

c) Unpaid fees and levies presently total \$0.00 plus penalty interest of \$0.00.

- d) The following special fees or levies have been raised and are payable on the dates indicated below:

Nil.

- e) The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are:

There are no repairs, maintenance or other works which are not included in the above annual fees maintenance or special levies as at 01/09/2025.

- f) The Owners Corporation has the following insurance cover:

Policy No	Insurer	Type	Sum	Premium
P-009712 04/09/2024 - 04/09/2025	Axis Underwriting Agencies	Building/Common Property	\$7,815,000.00	\$13,270.38 Paid: 29/08/2024 Excess: \$2,000.00
		Common Area Contents	\$78,150.00	
		Loss of Rent/Temp Accommodation	\$1,172,250.00	
		Public Liability	\$20,000,000.00	
		Voluntary Workers	\$200,000.00 (\$2,000.00 per week)	
		Fidelity	\$100,000.00	
		Office Bearers	\$500,000.00	
		Legal Expenses	\$50,000.00	
		Lot Owners Fixtures & Improvements	\$0.00	Not Insured

- g) Has the owners corporation resolved that the members may arrange their own insurance under section 61A of the Act?
If so then provide the date of that resolution:

The Owners Corporation has not resolved that owners may arrange their own insurance as at 01/09/2025.

h) The total funds held by the owners corporation as at 01/09/2025:

Financial Position of the Owners Corporation Cash at Bank is \$9,016.23.

Made up of:

Administrative Fund	Maintenance Fund	Total
\$9,016.23	\$0.00	\$9,016.23

i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs/maintenance as set above?

If so, then provide details:

There are no liabilities which are not included in the above annual fees, maintenance fund or special levies as at 01/09/2025.

j) Are there any current contracts, leases, licences or agreements affecting the common property?

If so, then provide details:

The following leases, licences and agreements affect the common property:

Nil.

k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details:

There are no agreements to provide services to lot owners, occupiers of the public as at 01/09/2025.

l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at 01/09/2025.

- m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?**

If so, then provide details:

The manager is not aware of any legal proceedings as at 01/09/2025.

- n) Has the owners corporation appointed or resolved to appoint a manager?
If so, then provide details:**

A manager is appointed.

OCV Management
03 9417 9600

Attention: Kerry Demos Email: kerry.demos@ocvmgroup.com.au

- o) Has an administrator been appointed for the owners corporation or has there been a proposal for the appointment of an administrator?**

No Administrator is appointed as at 01/09/2025.

- p) Other Information:**

Nil

- q) Documents required to be attached to the owners corporation certificate are:**

- a) Schedule 3 – Statement of Advice and Information for Prospective Purchasers and Lot Owners.
- b) Copy of Model Rules for an Owners Corporation
- c) Consolidated Rules
- d) Last AGM Minutes
- e) AESG Materials ID Report

*Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.*

IMPORTANT

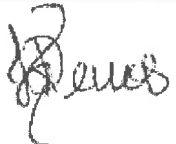
1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
This information is subject to change without notice.
2. It may be prudent to obtain a written update on outstanding contributions prior to settlement of the property.
3. In some circumstances it may be prudent to apply for a new Owners Corporation Certificate. Charges will apply.
4. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

*The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.*

Date of Issue:

01/09/2025

Prepared By:



Kerry Demos

Ph: 03 9417 9600

kerry.demos@ocvmgroup.com.au

*Signed in the capacity of Manager pursuant to an
instrument of delegation made by the Owners
Corporation*

Common Seal of Plan No 742143N



You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

Model Rules for an Owners Corporation..

1 Health Safety and Security

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This rule does not apply to-

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste Disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees & Sub-Committees

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

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

3 Management & Administration

3.1 Metering of services and apportionment of costs of services

(1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods and services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount that includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Sub rule (2) does not apply if the concession or rebate –

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

Model Rules for an Owners Corporation

4 Use of Common Property

4.1 Use of Common Property

(1) An owner or occupier of a lot must not obstruct the lawful use or enjoyment of the common property by any other person entitled to use the common property

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property

(3) An approval under sub-rule (2) may state a period for which the approval is granted

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools."

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, entrance or exit to a lot; or

(c) in any place other than parking area situated on common property specified for purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation

(3) An approval under sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example:

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

Model Rules for an Owners Corporation

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

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

6.2 Noise & other nuisance control

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

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

7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, an occupier or the owner's corporation.

(2) The party making the complaint must prepare a written statement setting out the complaint in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

Model Rules for an Owners Corporation

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006

(8) This process is separate from and does not limit any further action under any further action under Part 10 of The Owners Corporation Act 2006.



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AQ663646N
Number of Pages (excluding this cover sheet)	18
Document Assembled	17/07/2024 09:55

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Notification of making, amendment or revocation of owners corporation rules

Section 142 Owners Corporation Act 2006

AQ663646N

24/01/2018 \$47.20 OCAR



Privacy collection statement

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

Lodged by	OCV Management Pty Ltd
Name	Bronwyn Edwards, Owners Corporation Manager
Phone	03 9417 9600
Address	101 Rathdowne Street, Carlton, Vic 3053
Reference	50-56 Eramosa Road East, Somerville, Vic, 3912
Customer code	137815
Owners corporation number	1
Plan number	742143N

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on 27 September 2017

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

10 January 2018

Signature or seal of applicant, Australian Legal Practitioner under the *Legal Profession Act 2004* or agent.

BRE Edwards
Bronwyn Edwards – Owners Corporation Manager

The common seal of owners corporation number:

1

Plan number:

PS742143N



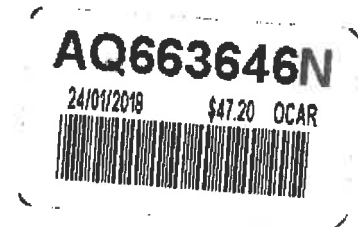
was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

		AQ663646N 24/01/2018 \$47.20 OCAR 
Lot owner		
Full name		
Address		

Lot owner	
Full name	
Address	

For current information regarding owners corporation, please obtain an owners corporation search report

Land Victoria
570 Bourke Street
Melbourne VIC 3000
Telephone 03 8636 2010



OCPS: PS742143N OC 1- 50 - 56 Eramosa Road East SOMERVILLE 3912
CONSOLIDATED RULES
In addition to the Model Rules

These additional rules will apply to all members of the Owners Corporation. Any rules in the model rules set out in Schedule 2 of the Owners Corporation Regulations 2007 (Vic) ("Model Rules") that are not covered by these additional rules will also apply to the Owners Corporation.

These rules must be read in conjunction with the Owners Corporation Regulations 2007 (Vic) or such other regulations made from time to time under the Owners Corporation Act 2006(Vic) or the Subdivision Act 1988 (Vic).

It is each member's legal responsibility to inform any occupier of the member's lot of the Model Rules and these additional rules.

At any and all places in these rules where it refers to the Owners Corporation it may also mean a Committee of Management or a Managing Agent that have been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules contained herein.

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld and to a further proviso that such consent shall not be given if the use or enjoyment of any other Member or occupant of his Lot or the Common Property would be unreasonably prejudiced or affected thereby.

Interpretation/Definitions

"Act" means Owners Corporations Act 2006.

"Building" means all and any buildings, structures or improvements comprised in the Development.

"Common Property" means any common property described on the Plan of Subdivision or any common areas in the Development.

"Development" means all the land and improvements comprised in Plan of Subdivision No PS742143N and known as 50 - 56 Eramosa Road East SOMERVILLE VIC 3912.

"Developer" means the person, persons, entity or entity's that own the land and any buildings that are constructed thereon immediately prior to the registration of the Plan of Subdivision with the Land Titles office.

"Lot or Lots" means a lot or lots on the Plan of Subdivision.

"Member" means an owner of a Lot on the Plan of Subdivision.

"Manager" has the same meaning as detailed in section 119 of the Act.

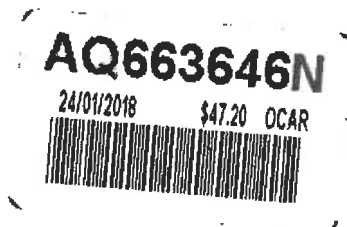
"Occupier" means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member or tenant.

"Owners Corporation" means Owners Corporation Plan of Subdivision PS742143N OC 1

"Owner" means an owner of a Lot on the Plan of Subdivision.

"Plan of Subdivision" means Plan of Subdivision No PS742143N

"Regulations" means the Owners Corporations Regulations



1. BEHAVIOUR

- 1.1 A Member or occupier of a Lot when on common property or in any part of a Lot so as to be visible from another Lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or occupier of another Lot or to any person lawfully using common property.
- 1.2 A Member or occupier of a Lot must not:
 - 1.2.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member or occupier of another Lot or of any person lawfully using common property; or
 - 1.2.2 obstruct the lawful use of common property by any person.
 - 1.2.3 use or allow the use of hammer, drills, jack hammers or similar devices in a Lot on weekends or public holidays or between the hours of 4:00pm to 9:00am on weekdays except with the prior written approval of the Manager and subject to any legally permitted times.
 - 1.2.4 permit persons under his or her control to consume alcohol, illegal substances or take glassware or food / liquids onto the common property.
 - 1.2.5 dispose or permit the disposal of cigarette butts, cigarette ash or any other materials in common property and in and around buildings and car park areas.
 - 1.2.6 permit any children under the control of that Member or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
 - 1.2.7 permit any persons under the control of that person to use and /or park on the common property any skateboards, roller skates, scooters or roller blades and no bicycles may be ridden, used or parked in common areas.

2. SERVICES

- 2.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Member or occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the common property so that:
 - 2.1.1 the structural integrity of any part of the common property is impaired; or
 - 2.1.2 the provision of services through the Lot or the common property is interfered with in any way; or
 - 2.1.3 any support or shelter provided by that Lot or the common property for any other Lot or the common property is interfered with;

3. INTERFERENCE

- 3.1 A Member or occupier of a Lot must not:
 - 3.1.1 without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.
 - 3.1.2 without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

AQ663646N

24/01/2018 \$47.20 OCAR



- 4.1.3 Modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.
- 4.1.4 Enter any plant room without the prior written consent of the Owners Corporation.
- 4.1.5 Modify any intercom, television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the Owners Corporation.
- 4.1.6 Install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation.
- 4.1.7 Replace or use any floor coverings which will create undue noise to adjoining Members or occupiers.
- 4.1.8 Not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time.
- 4.1.9 Interfere with or obstruct the Manager from performing its duties from time to time.

4. DAMAGE AND REPAIRS

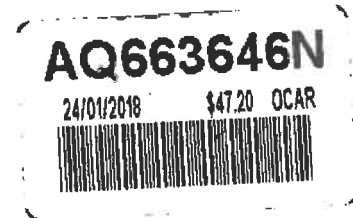
- 4.1 A Member or occupier of a Lot shall not mark, paint or otherwise damage or deface, any part of the common property.
- 4.2 A Member or occupier must not breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the Owners Corporation insurance policy.
- 4.3 A Member must promptly repair and maintain the interior and exterior of the Lot.
- 4.4 Liability is specifically imposed on lot owners and occupiers for damage to common property arising out of negligence of a licensee or invitee who caused the damage.
- 4.5 The costs of a false alarm call out by any authority or specialist contractor or the attendance to the property by any person or company to address any events arising from a false alarm call out are considered as 'damage' which the Owners Corporation can pursue from lot owners and occupiers.

5. COMMON PROPERTY DEFECTS

A Member or occupier of a Lot must immediately notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any property of the Owners Corporation.

6. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL / FIRE / SAFETY

- 6.1 The Owners Corporation may take measures to ensure the security, and to preserve the safety of the common property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may:-
 - 6.1.1 close off any part of the common property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Members or occupiers of any part of the common property;
 - 6.1.2 permit, to the exclusion of Members and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
 - 6.1.3 restrict by means of key or other security device the access of the Members or occupiers of one or more levels of the Lots to any other level of the Lots or to common property or any part of the land in the Plan; and



- 6.1.4 restrict or close off permanently or from time to time by any means access between common property in the Owners Corporation to another.
- 6.2 A Member and occupier of a Lot must comply with all directions and rules of the Owners Corporation in relation to precautions against fire and other emergencies.
- 6.3 A Member must not, and must ensure that the Occupier of a Member's lot does not:
 - 6.3.1 access or use the roof of the Building without the written consent of the Owners Corporation; and
 - 6.3.2 prevent or object to any person authorised by the Owners Corporation to access the roof of the Building for maintenance purposes.
- 6.4 For the purposes of common areas for all Owners Corporations in the Plan, all newly purchased upholstered furnishings, mattresses, curtains and the like that are located in public corridors of residential areas should be flame-retardant or treated with flame retardant to minimize the risk of ignition. Carpets must be selected with low flammability and flame spread and non combustible wall and ceiling linings.
- 6.5 Lot owners and occupiers will allow periodic testing and maintenance of all fire systems and must comply with all fire safety and prevention laws and regulations including the building regulations that relate to fire, fire prevention and systems. As much as possible, fire systems (ie. sprinklers, detection equipment, exhausts, emergency lighting, etc.) must be as fully operational as possible during any works such as fit out and reinstatement must take place to ensure systems are operative as far as possible at the end of each day.
 - 6.5.1 Any costs associated with attendance by specialist personnel to activate or de-activate or isolate or re instate fire systems as a result of a requirement of a lot owner or occupier seeking to renovate or modify their lot will be at the cost of the lot so requesting the de-activation or isolation of a particular element of the fire system.
- 6.6 A Member and occupier of a Lot must partake in evacuation drills as and when directed by the owners corporation or the owners corporation manager.

7. STORAGE OF CHEMICALS

A Member or occupier of a Lot must not except with the prior written consent of the Owners Corporation and at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle.

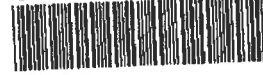
8. INSURANCE

- 8.1 An owner or occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 8.2 An owner or occupier must not change the use of their lot in a way that may affect the insurance premiums for the Owners Corporation.
- 8.3 In the event of a claim on the Owners Corporation Insurance Policy, the lot that is identified as being responsible for causing the claimable event that initiated the claim will be responsible for paying any excess.
- 8.4 Where that event is identified as emanating from or associated with the Common Property, the Owners Corporation will be responsible for paying the Insurance Excess.

AQ663646N

24/01/2018

\$47.20 OCAR



8.5 The Owners Corporation will issue a work order to a Sworn Valuer every three (3) years for the express purpose of providing a valuation of the property for Insurance Purposes and the manager is instructed to advise the underwriter of the new valuation by providing a copy of the valuation to the underwriter and will cause to have the policy endorsed immediately for the amount provided in the valuation.

8.6 The Owners Corporation will issue a work order to a Sworn Valuer every year between the three (3) years for the express purpose of providing a desk top valuation of the property for Insurance Purposes and the manager is instructed to advise the underwriter of the new valuation by providing a copy of the valuation to the underwriter and will cause to have the policy endorsed immediately for the amount provided in the valuation.

9. SECURITY

9.1 A Member or occupier of a Lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

9.2 All doors and windows must be securely fastened when a Lot is unoccupied.

10. CLEANING

A Member or occupier of a Lot must keep their Lot including any balcony or veranda areas clean and in good repair.

11. SIGNS, BLINDS AND AWNINGS

11.1 A Member or occupier of a Lot must not:

11.1.1 without the prior written consent of the Owners Corporation erect or affix any sign or notice to any part of the common property or lot unless first approved by the Owners Corporation provided that this rule does not apply to the Developer or a licensee of the Developer if the Developer has signage rights.

11.1.2 without the prior written consent of the Owners Corporation install or permit the installation of any window coverings that are viewable from outside the building that are not in the same colours as the exterior of the building.

11.1.3 without the prior written consent of the Owners Corporation install or permit the installation of any awnings.

11.2 Without the prior written consent of the Owners Corporation a Member or occupier of a Lot must not allow the erection of any for sale or for lease for license or sub-lease boards or signs of any description on the common property or lot provided that this rule does not apply to the Developer but only whilst the developer owns a lot within the Owners Corporation.

11.3 Without the prior written consent of the Owners Corporation In addition to Rule 11.2, a Member must not allow for the erection of any for sale or for lease signs or boards on the Common Property or lot for such a sign or board to be visible from the exterior of the Member's Lot.

11.4 No signage, other than that approved by the Owners Corporation, is permitted to be attached to common property, including For Lease, For Sale or other like advertising.

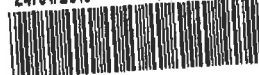
11.5 Owners wishing to erect signage or wishing to instruct others to erect signage, must first obtain written approval from the Owners Corporation and where approval is given, complete and lodge the appropriate 'Board Permission' with the manager and comply with all of the requirements therein.

11.6 A member must not fail to advise any Real Estate Agent (or similar) acting on their authority that:

AQ663646N

24/01/2018

\$47.20 OCAR



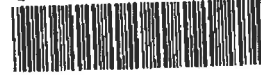
- 11.6.1 Permission must be sought in writing from and if permission is given, must be provided in writing by the Owners Corporation Manager before erecting any "For Sale" or "For Lease" board.
- 11.6.2 Failure to seek and receive the appropriate permission will result in the signage being removed from the property by the Owners Corporation and the costs charged to the lot owner.
- 11.6.3 Any "For Sale" or "For Lease" board must be removed within forty-eight (48) hours of the signing of a lease or sale agreement or as soon as requested to do so after they have been in situ for two (2) months.
- 11.6.4 No "For Sale" or "For Lease" board is to be attached to any fence, building or other structure;
- 11.6.5 No Common Property power is to be used in conjunction with any "For Sale" or "For Lease" board.
- 11.6.6 Any permits required for the erection of signage or the display of signage are the responsibility of the Owner or the Owners Agent and are to be provided to the Owners Corporation Manager on request;
- 11.6.7 The cost of obtaining such permit/s is entirely a cost for the owner or their Agent;
- 11.6.8 No damage is to be caused to the Common Property;
- 11.6.9 No more than two (2) agent's "For Sale" or "For Lease" boards will be permitted at the front of the property at any one time.

12. APPEARANCE / PAINTING / FINISHES

- 12.1 Without limiting any other of these rules, a Member or occupier of a Lot must not without prior written consent of the Owners Corporation, which consent maybe refused
 - 12.1.1 maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
 - 12.1.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot
 - 12.1.3 operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the common property, another Lot or another part of the Building;
 - 12.1.4 attach to or hang from the exterior of the Lot any aerial, CCTV camera or any other type of security device or wires;
 - 12.1.5 install or operate any intruder alarm which emits an audible signal;
 - 12.1.6 place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property that is visible from the exterior of the building.
 - 12.1.7 allow any glazed portions of the Lot or the common property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will detrimentally change;
 - 12.1.8 install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building,
 - 12.1.9 install any air conditioning or heating unit in a Lot other than in a place nominated by the Owners

AQ663646N

24/01/2018 \$47.20 OCAR



Corporation and in keeping (as determined by the Owners Corporation) with the original design for air conditioning services and plant in the Building,

- 12.1.10 install any pipes, wiring, cables or the like to the external face of the Building or on common area unless approved or granted a license by the Owners Corporation or Manager,
- 12.1.11 install, leave or place on any terrace, veranda, balcony or common property any item including (without limitation) a barbeque, outdoor heater, pots, plants or shrubs which cause a nuisance or which can be seen from common property, another Lot, by the general public from street level unless approval is obtained from the Manager and Lot owners that can see the item and the appearance is with the keeping of the general high quality building appearance. The Exception being the Planter Boxes.
- 12.2 A Member or occupier of a Lot must not paint, finish or otherwise alter the external facade of the Building, any veranda or external area to a Lot or any improvement forming part of the common property.
- 12.3 A Member must repaint the exterior of their Lot including balconies at the direction of the Owners Corporation to that effect but the finish and colours is to be consistent with the existing exterior of the Building.
- 12.4 A Lot owner may change their windows to double glazing as long as it does not affect the visual appearance of the building

13. RUBBISH

- 13.1 A Member or occupier of a Lot must not deposit, store or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 13.2 A Member or occupier of a Lot must ensure and must cause that rubbish bins or rubbish receptacles are delivered to the designated collection point on the day and by the time specified by the rubbish collection contractor so as to ensure that all rubbish capable of collection is collected and removed from the Owners Corporation.
 - 13.2.1 Where an owner or occupier of a lot fails to discharge their duty under clause 14.2 the Owners Corporation will arrange for the rubbish to be removed from the Owners Corporation and any costs, charges associated with the removal of the rubbish will be charged to the lot owners account and will become a debt due to the Owners Corporation.
- 13.3 A Member or occupier of a Lot must ensure and must cause that rubbish bins or rubbish receptacles are returned to their designated storage area within 24 hours of the rubbish being collected by the rubbish collection contractor so as to ensure that all local council rules are complied with and too ensure the Owners Corporation common property and any adjacent property are maintained in a clear, neat and tidy manner.
- 13.4 A Member or occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - 13.4.1 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and
 - 13.4.2 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
 - 13.4.3 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation; and
 - 13.4.4 all other garbage must be drained and securely wrapped in small parcels deposited in the garbage bins situated on the common property.



14. OWNERS CORPORATION CONSENT

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

15. COMPLAINTS AND COMMUNICATIONS

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, to the secretary of the Owners Corporation.

16. COMPLIANCE

- 16.1 A Member or occupier of a Lot must take all reasonable steps to ensure that invitees of the Member or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- 16.2 A Member of a Lot which is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these rules.
- 16.3 A Member or occupier of a Lot must at the Member's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.
- 16.4 A Member or occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the Lots and the common property or which may cause a nuisance or hazard to any other Member or occupier of a Lot or their representative invitees.
- 16.5 A Member or Occupier of a Lot must ensure that, in relation to any works, including building works and the engagement of removalist's or couriers, conducted on the Lot or on Common Property in relation to the Lot, the requirements of the Occupational Health and Safety Act 2004 (Vic) are complied with. This will involve ensuring that any contractor or sub-contractor completes a Job Safety Analysis (JSA), complies with and contracts to comply with the JSA in the conduct of the works and has appropriate insurance cover in respect of the works.

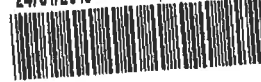
17. BUILDING AND CONSTRUCTION

- 17.1 A Member or occupier of a Lot must not, unless it is the Developer, undertake any building works within or about or relating to a Owners Corporation Member's Lot except in accordance with the following requirements:
 - 17.1.1 such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
 - 17.1.2 the Member or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimize any nuisance annoyance disturbance and inconvenience from building operations to other Lot owners and occupier;
- 17.2 The Member or occupier of a Lot must not proceed with any such works until the Member or occupier:
 - 17.2.1 submits to the Owners Corporation plans and specifications of any works proposed by the Member or occupier which affect the external appearance of the building or any of the common property or

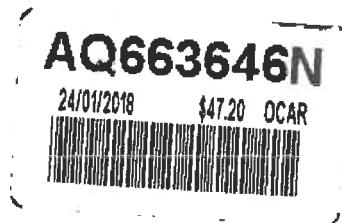
AQ663646N

24/01/2018

\$47.20 OCAR



- which affect the building structure or services or the fire or acoustic ratings of any component of the building; and
- 17.2.2 supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and
- 17.2.3 receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) by the Member or occupier and such approval shall not be effective until such costs have been paid; and
- 17.2.4 pays such reasonable costs to the Owners Corporation for such consent application.
- 17.3 The Member or occupier of a Lot must ensure that the Member or occupier and the Member or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimize any damage to or dirtying of the common property and the services therein.
- 17.4 Without limiting the generality of the above sub-paragraph the Member or occupier of a Lot must ensure that the Member or occupier and the Member or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 17.4.1 building materials must not be stacked or stored in the front side or rear of the Building;
- 17.4.2 scaffolding must not be erected on the common property or the exterior of the Building;
- 17.4.3 construction work must comply with all laws of the relevant statutory authorities;
- 17.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state; and
- 17.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 17.5 Before any of the Member or occupier's works commence the Member or occupier must:
- 17.5.1 cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
- 17.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
- 17.6 Access shall not be available to other Lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or license of the owner of the relevant Lot or of the Owners Corporation in the case of common property.
- 17.7 The Member or occupier of a Lot shall immediately make good all damage to and dirtying of the building,



the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the Member or occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Member or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Member or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

- 17.8 The Member or occupier of a Lot must forthwith and within 7 days make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works and must (at the Owners Corporation's election) reimburse the Owners Corporation for the cost incurred or to be incurred by the Owners Corporation in making good any such damage;
- 17.9 The Renovation Policy Document, which shall be made available by the manager on request in writing to the manager, must be adhered to when undertaking any renovations or improvements on the property.
- 17.10 The rules in this clause do not apply to the Developer.

18. SERVICES

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the Lot owner or occupier causing the damage or blockage.

19. ACCESS

- 19.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot owner in cases where such leakage or defect is due to any act or default of the said Lot owner or his or her invitees). The Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot owner or occupier as is reasonable in the circumstances.
- 19.2 The Owners Corporation is authorised to commence legal proceedings in VCAT or any other Court of competent jurisdiction against a Lot owner or occupier in urgent or "emergency" situations (as defined in the Act), where such action is to be determined by resolution of the Owners Corporation Committee.
- 19.3 The Member and or occupier or tenant agree immediately in the case of an emergency or otherwise on seven (7) days notice to provide unconditional access to the Lot or over the Lot for the purposes of repairs and maintenance of the building and for service providers.
- 19.4 For the purposes of any window cleaning in the building, the Members of all Lots will provide access on seven (7) days notice to enable window cleaners to attach ropes and clean the windows of the building. Such access will be supervised by the Manager.
- 19.5 If access is not provided by these times, on a further written notice being provided the Manager may obtain access pursuant to these provisions without liability and obtaining such access for the purposes of this clause is not a trespass nor does it give rise to any civil action.

20. BREACH OF RULES

- 20.1 Any breach of a rule or regulation will entitle the Owners Corporation to issue proceedings and / or impose such

AQ663646N

24/01/2018 \$47.20 OCAR



finer or penalties as they deem appropriate from time to time as is advised to Members and occupiers.

- 20.2 The Member or occupier of a Lot shall on demand compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that Member or occupier or their respective tenants, licensees or invitees.
- 20.3 The Member or occupier of a Lot shall on demand pay all costs including legal costs of the Owners Corporation incurred by the Owners Corporation as a result of any breach of any rule.
- 20.4 The Member or occupier of each Lot shall (jointly and severally) indemnify, release and hold harmless the Owners Corporation in relation to all or any costs, expenses, actions, liabilities and / or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Member or occupier (or any of their agents, contractors, invitees and workers) of these rules. The indemnity or release will not merge or terminate as a result of a Member not owning any particular Lot anymore or an occupier not occupying any Lot anymore.
- 20.5 in addition to the rights of the Owners Corporation referred to in this Clause, the Owners Corporation may charge, without notice, penalty interest of 2% per annum above that rate for the time being fixed under the Penalty Interest Rates Act 1993 on outstanding money from the time the money is due until paid in full.

21. SMOKING & DRUGS

- 21.1 There shall be no smoking allowed in, on or around common areas including without limitation stairwells and rooftops and in and around the Building, save that smoking is permitted on balconies and verandas provided it does not cause a nuisance to other occupiers of the Buildings.
- 21.2 Illicit or illegal drugs are not permitted on the property at any time.

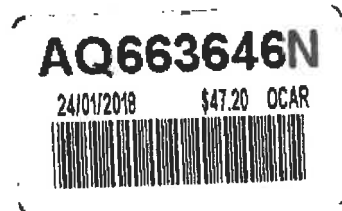
22. OWNERS CORPORATION ADDITIONAL POWERS

Subject to the relevant legislation, the Owners Corporation (or its predecessor) may together with the Developer or others grant or enter into agreements, licenses, leases or easements ("the agreement") in relation to any common areas in any part of the Building. To the extent of any inconsistency between the Additional Rules and the agreement, the agreement shall prevail.

23. CAR PARKS

23.1 CLEANING OF CAR PARK

- 23.1.1 A Member or occupier of a Lot must keep the car park and storage Lot clean and in good repair and free of oil, dirt or otherwise ensure its car parking space(s) and nearby property are free of oil and like substances. The Owners Corporation reserves the right to clean any common property near his or her car space or storage Lot which is stained by oil, petrol or a like substance and charge that Member or occupier for the cost. The Owners Corporation will give fourteen (14) days notice of its intention to do such cleaning.
- 23.1.2 Upon the request of the Owners Corporation or Manager, a Member or occupier of a Lot must provide the Owners Corporation the name, mark and registration of each car owned or regularly used by a Member, occupier or employee of a Lot owner.
- 23.1.3 A Member or occupier of a Lot must not park in any car park or area within the building not allocated to them or designated for use by them.
- 23.1.4 A Member or occupier of a Lot acknowledges that they park their car in the car park, common area or building at their own risk and the Owners Corporation and Manager takes no responsibility in respect of same.



23.1.5 A Member or occupier of a Lot must not wash, service or repair vehicles in the car park or common area.

24. RUBBISH & STORAGE IN CAR PARK LOTS

24.1 A Member or occupier of a Lot must not keep or store or deposit garbage, bottles, newspapers or rubbish or any articles or items on or in a car park Lot or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

24.2 No storage in a car park Lot is allowed except with the Owners Corporation's prior written consent.

25. VEHICLES, VISITOR CAR PARKING AND BICYCLES

25.1 A Member or occupier of a Lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a Lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.

25.2 A Member or occupier of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within the Lot or parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailers or motorcycles.

25.3 A Member or occupier of a Lot must not permit anyone to park in a space allocated for visitor parking where provided where the purpose of the visit is to attend a property other than at the Building.

25.4 A Member or occupier of a Lot must not permit a visitor of their Lot to use those spaces allocated for visitors parking where provided for more than 24 hours without prior permission from the Owners Corporation or the Manager.

25.5 A Member or occupier of a Lot must not park within those allocated spaces for visitors parking (where provided).

25.6 A Member or occupier of a Lot must not:

25.6.1 permit any bicycle to be brought into a Lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its Manager from time to time;

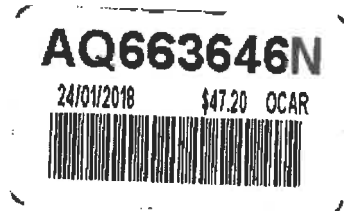
25.6.2 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time;

25.6.3 build or install any roller door or similar device or caging without the Owners Corporation's prior written consent;

25.6.4 drive at a speed over 5km/h; and

25.6.5 park more than one car in one car parking Space / Lot

25.7 All Members acknowledge and agree that a commercial car park Manager may be appointed or licensed by the



Owners Corporation on acceptable terms which may involve access to, jurisdiction over and control of all common area driveways.

26. SIGNS ON OR IN CAR PARK LOTS

A Member or occupier of a Lot must not permit or allow the erection or installation or affixation of any car park signage of any kind on a car parking lot or within a car parking lot.

27. INDEMNITY

The Member indemnifies and releases the Owners Corporation and Manager from all claims, costs, damages, actions and expenses as a result of a breach of these Owners Corporation rules.

28. MAIL / NEWSPAPER DELIVERY

The Members must keep clear on each and every day any mail receiving box and or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or any other objects whatsoever whether solicited or not, and must arrange for all such required clearance by other persons should a Member or the occupier of a Member's Lot be absent for any reason for any period of more than one (1) day notwithstanding that this requirement may be waived entirely or otherwise amended by the Owners Corporation provided that any such waiver or amendment is obtained from the Owners Corporation in writing not less than seven (7) days prior to date or dates for which such waiver is required.

29. OWNERS CORPORATION COMMITTEE

The Owners Corporation may, subject to the Owners Corporation legislation, appoint a committee of Owners Corporation Members to act on its behalf for such period as it deems fit.

30. RATES AND TAXES / NOTIFICATION ON SALE

Each Owners Corporation Member shall;

- 30.1 promptly pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his/her Lot and all Owners Corporation fees, levies costs and charges that are issued from time to time in the approved form; and
- 30.2 notify the Owners Corporation immediately of any changes of ownership or occupancy of his / her Lot.

31. ACCESS

The Owners Corporation and the Manager have the right to close, lock off or otherwise control the common areas or any part thereof to prevent undesirable persons from entering.

32. PETS

The owner or an occupier of a lot may keep domestic pets in the lot subject to the following:

- a. each animal is a domesticated pet;
- b. keep, mind or allow any more than one (1) dog and/or one (1) cat on the Common Property or Lot without the prior written consent of the Owners Corporation or the Owners Corporation committee and then only upon the terms of such consent.



- c. any pet or domestic animal, including a cat or dog, does not exceed 25 Kilos in gross weight;
- d. any pet or domestic animal does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots;
- e. each pet or visitors pet is not unleashed or allowed to roam freely while on the common property area or on/in any common property facilities;
- f. each pet or visitors pet is not left, tied up or unattended in or on any common property (including within a vehicle) at any time;
- g. that each pet is kept clean, quiet and controlled at all times;
- h. an owner or occupier or a visitor to an owner or occupier must make their best endeavours to ensure that any animal belonging to them or in their care does not urinate or defecate on Common Property or in Common Property facilities including internal court yards;
- i. an owner or occupier keeping, minding or allowing a domestic animal on the common property must ensure that all excrement caused/created by the animal on common property is promptly collected and disposed of in an appropriate manner in a receptacle used for the removal of rubbish;
- j. An owner or occupier must not allow any animal excrement or animal debris to build up, run-off or affect in any unclean, unsafe or unhygienic manner any Common Property, any other Lot or any part thereof;
- k. An owner or occupier must not keep any animal on any balcony, patio or garden area except when accompanied by the Occupier and only then in a manner that does not cause a nuisance to any other Occupier;
- l. If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- m. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under sub-rule l must remove that animal.
- n. Sub-rule L and M do not apply to an animal that assists a person with an impairment or disability.

33. CONTACT DETAILS

An owner of a lot must advise the Manager of:

- a local Australian business hours telephone number;
- a local Australian after hours telephone number;
- a local Australian address; for
 - the owner
 - the Occupier of the Member's Lot;

and must promptly advise the Manager of any change in their address or telephone number.

34. MEETINGS OF THE OWNERS CORPORATION

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- 34.1.1 cause any interference, disruption or nuisance at any meetings of the Owners Corporation;
- 34.1.2 raise or cause to be raised any issues which are not related to the Common Property or the general maintenance and upkeep of the Development as a whole.

AQ663646N

24/01/2018 \$47.20 OCAR



- 34.1.3 A Member must not, and must ensure that the Occupier of a Member's Lot does not raise any issues pertaining to the Member's Lot at the meetings of the Owners Corporation.

35. INTEREST

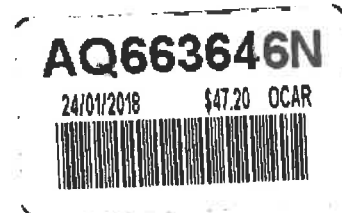
The Owners Corporation will charge interest on money owed by a member to the Owners Corporation 28 days after the due date for all fees and charges that are outstanding where the amount owing is in excess of an amount of \$100.00 set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006.

The rate of interest charged is fixed under the Penalty Interest Rates Act 1983 or any Act which supersedes this Act and such interest will be applied from the due date on the full amount outstanding.

The manager is delegated the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.

36. LEGAL ACTION FOR THE RECOVERY OF ANY FEES, LEVIES, COSTS AND CHARGES

- 36.1 The manager is authorised to initiate legal action on behalf of the Owners Corporation in the Magistrates Court or any other court of competent jurisdiction, including for the purpose of bankruptcy or winding up of a company for the recover of any debt due from the person or persons in default or breach, any outstanding or overdue fees, levies as well as costs or charges due incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, Secretary or Committee member of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporation Act 2006 and Regulations or the Rules of the Owners Corporation.
- 36.2 The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this rule to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.
- 36.3 This rule does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 and any subsequent amendments to that Act to recover fees levies and charges and other money due to the Owners Corporation or to enforce the Rules of the Owners Corporation.
- 36.4 A unit owner shall be liable on an indemnity basis to the Owners Corporation for all legal costs charges and disbursements incurred by the Owners Corporation or the Owners Corporation Manager, legal practitioners and mercantile agencies in recovering or attempting to recover monies outstanding from that lot owner to the Owners Corporation, or in relation to rectifying a default or breach of the Owners Corporation Act 2006, Regulations or Rules of the Owners Corporation.
- 36.5 A Fee Reminder Notice may be issued by the manager to the owner accompanied by a fee which fee is to be invoiced to the Owners Corporation and then added as a charge to the owner's lot account where their lot account is in arrears for more than 7 days after the due date.
- The amount of the fee will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.
- 36.6 A Final Fee Notice issued in accordance with s32 of the Owners Corporations Act 2006 will be issued by the manager to an owner or owners whose lot account is in arrears for more than 28 days after the due



date and any costs and charges associated with the issuing of the Final Fee Notice will be invoiced to the Owners Corporation and then added as a charge to the owner's lot account.

- The cost of issuing the Final Fee Notice will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.
- 36.7 A Legal/Mercantile Collection Agency referral fee will be charged by the managers to the Owners Corporation and then added as a charge to the owners lot account who have been issued with a Final Fee Notice from the manager and who have failed to contact the manager and make arrangements acceptable to the Owners Corporation for the payment of the full debt or paid the outstanding amounts in full within 28 days of the date of the Final Fee Notice.
- The amount of the fee will be derived from the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.
- 36.8 Any further costs charges and disbursements associated with Solicitors, Magistrates Court, County Court, Supreme Court, VCAT hearings and or Mercantile Collection Agencies will be charged to the Owners Corporation, added to the owners lot account and then recovered from the individual lot owners as a debt due to the Owners Corporation. The amount of any fees will be derived from any costs agreement entered into between the Owners Corporation and a legal practitioner as well as the Schedule of Fees detailed in the Contract of Appointment between the Manager and the Owners Corporation which will be amended from time to time in accordance with the mechanisms contained in the Contract of Appointment.
- 36.9 Where an owner seeks approval for the adoption of a payment plan for fees owing or due from the manager, the manager will refer the matter to the Chairperson of the Owners Corporation for authorisation to accept or reject the payment plan and the Chairperson may seek consultation with the Owners Corporation Committee, should one be elected, prior to any authorisation being given or denied.
- 36.10 Where a payment plan is approved by the Chairperson, the plan must be documented on the Payment Plan Schedule which must be executed by the owner and lodged with the manager failing which the Payment Plan will be deemed to have not been entered into.
- 36.11 The Owners Corporation acknowledges that Debt Collection is a duty outside of the regular duties of a manager and the cost is not covered or included in the management fee and that the manager is entitled to charge the Owners Corporation additional fees for debt collection in accordance with the schedule of fees as detailed in the Contract of Appointment.

I certify these rules to be a true and correct copy of the rules made by Special Resolution of the Owners Corporation dated 27 September, 2017.

A handwritten signature in black ink, appearing to read "Bronwyn Edwards".

Bronwyn Edwards - Owners Corporation Manager
OCV Management Pty Ltd



Seaford Unit 6, 85 Bardia Avenue, Seaford VIC 3198
Vermont South 495 Burwood Highway, Vermont South VIC 3133
Email admin@ocvmgroup.com.au Phone (03) 9417 9600
www.ocvmgroup.com.au

MINUTES OF THE ANNUAL GENERAL MEETING – INTERIM RESOLUTIONS

NOTE: An interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

OWNERS CORPORATION PLAN OF SUBDIVISION: 742143N
PROPERTY ADDRESS: 50-56 Eramosa Road East, SOMERVILLE VIC 3912

Occupiable Lots: 16 Non-Occupiable Lots (Car Parks/Storage): 0
In accordance with the Amendments to the Owners Corporation Act,
742143N is a Tier 3 Owners Corporation.

Date, place and time of meeting: An Annual General Meeting of Owners Corporation Plan of Subdivision: OCPS 742143N was held on Wednesday 30th October 2024 via Zoom Video Conference. The meeting commenced at 10:00am.

Present: Lot 9 Bruce Nicol
Lot 10 Merran Andrea Lamson

Present by Proxy: Nil

Apologies: Nil

In attendance: Kerry Demos representing the OCVM Group, the Manager of the Owners Corporation.

- 1. Quorum:** The Manager confirmed that as 2 attendees out of a total of 16 owners were represented either in person or by proxy that a quorum was not reached. Accordingly, all decisions made at this meeting become interim resolutions of the Owners Corporation. An interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

Arrears: Arrears are only reported on for those lots represented at the meeting.

The Manager confirmed that all owners present were currently fully paid with their contributions and were eligible to vote.

- 2. Meeting Chairperson:** Kerry Demos was appointed to chair the meeting.

- 3. Minutes:** The members resolved by Ordinary Resolution that the minutes of the last Annual General Meeting of the Owners Corporation held on 06/11/2023, as attached to the Notice of Meeting, be confirmed as a true record and account of the proceedings at that meeting.





Seaford Unit 6, 85 Bardia Avenue, Seaford VIC 3198
Vermont South 495 Burwood Highway, Vermont South VIC 3133
Email admin@ocvmgroup.com.au Phone (03) 9417 9600
www.ocvmgroup.com.au

4. Manager's report: Pursuant to Part 6, Section 126 of the Owners Corporations Act 2006, the manager tabled a report, which was attached to the Notice of Meeting, of their activities for the period. The members acknowledged the contents of the manager's report.

Committee Report: The Committee delivered a verbal report on their activities for the year. The members acknowledged the Committee's report.

5. Building Insurances: The members acknowledged that the Manager is authorised under their Insurance Authority to provide factual advice only and that the members were to satisfy themselves that the products being proposed by the Insurance Brokers and Underwriters suited their individual needs.

The members resolved by Ordinary Resolution that the current insurance, as noted in the Notice of Meeting is acknowledged and accepted.

RENEWAL INSTRUCTION

The members resolved by Ordinary Resolution that when the insurance renewal becomes due, the Manager will send the quotations to the Committee for their review and instruction.

Should instruction not be provided by the renewal date, the members resolved by Ordinary Resolution to issue OCVM Group a standing authority to place insurance in accordance with the insurance broker's recommendation or in the event a broker is not appointed, with the incumbent insurer to ensure continuation of cover.

VALUATION

The members acknowledged the Owners Corporations and Other Acts Amendment Act 2021 came into effect on December 1, 2021. In accordance with s65, an Owners Corporation must obtain a valuation of all buildings that it is liable to insure every five (5) years or earlier as determined by the Owners Corporation.

It is important to understand that owners have an unlimited joint and several financial obligation in regard to any shortfall in terms of the actual replacement cost compared to the selected sum insured.

OCVM Group advised that due to current market conditions the cost of building materials and labour have escalated significantly. As a result, the last Valuation for Insurance purposes may not be reflective of the current market.

OCVM Group advised that a Full Valuation for Insurance Purposes should be obtained every three (3) years and a Desktop Valuation obtained in the following two (2) years to accurately assess an appropriate building sum insured amount.

The members acknowledged that the last valuation under s59 for the property for insurance purposes was conducted on 04/12/2023, for a Total Replacement Value of \$7,815,000. This was a Desktop Valuation for insurance purposes.

The members acknowledged that it is essential they read and fully understand the contents of the valuation report and seek clarification if any aspect of the report is their view unclear. The Owners Corporation should consider any disclaimers and shortcomings contained in the report in arriving at the ultimate sum insured for insurance purposes in accordance with their legal obligations as outlined below.

OCVM Group advised that Division 6, Part 3 of the Owners Corporations Act 2006 requires the Owners Corporation to maintain Reinstatement Insurance sufficient to cover all costs involved in rebuilding the property to the same size and standard as when new – including architects/engineers fees, demolition, removal of debris, town planning charges, connection of utilities and reinstatement of common services such as drainage.

The members considered the last valuation date and resolved by Ordinary Resolution not to proceed with obtaining a Desktop Valuation for insurance purposes and to endorse the policy with the valued amount upon receipt.

DISCLOSURE

The owners acknowledged they have a legal obligation to disclose to the insurer any known defects, hazards or matters that may affect the application of the underwriter in assessing the risk associated with this policy.

INSURANCE EXCESS

The owners acknowledged that any insurance claims excess is to be paid by the lot that is deemed to be the cause of the damage. (For clarity, where an event that causes damage emanates from Common Property, the excess will be paid for by the Owners Corporation. All other excesses to be met by the owner of the lot which is deemed to have caused the resultant damage with reference to s49.2 & s49.3 of the Owners Corporations Act 2006).

In taking out the insurance referred to above, whilst the definition of "Building" in the Act includes:

- Any improvements and fixtures forming part of the building; and
- Any shared services.

IT DOES NOT INCLUDE

- Carpet and temporary floor, wall and ceiling coverings; or
- Fixtures removable by a lessee at the end of a lease; or
- Anything prescribed as not forming part of the building.
- Public Liability within your lot.

"Shared services" includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the owners corporation or any of its members.

IMPORTANT INFORMATION TO NOTE

- Any improvements or added fixtures forming part of your lot must be disclosed to the insurer to be covered in the event of loss during the relevant policy period.
- This insurance policy **does not** cover any of the contents in your lot.
- Owners are encouraged to seek independent legal and insurance advice to ensure the strata insurance policy covers your particular circumstance.

As disclosed in our Contract of Appointment, OCVM Group is paid a commission for placing insurance cover for your Owners Corporation. The commission is paid to us by the brokers and underwriters with whom we are associated. The commission remunerates us for managing insurance on your behalf and allows us to deal directly with your insurer on your behalf.

6. Maintenance Plan:

MAINTENANCE PLAN

In accordance with s36 of the Owners Corporations Act 2006, the members resolved by Ordinary Resolution not to prepare a Maintenance Plan.



Seaford Unit 6, 85 Bardia Avenue, Seaford VIC 3198
Vermont South 495 Burwood Highway, Vermont South VIC 3133
Email admin@ocvmgroup.com.au Phone (03) 9417 9600
www.ocvmgroup.com.au

7. Financial Statements:

The members resolved by Ordinary Resolution that the Financial Statements for the Building Financial Year ended 30/09/2024 as distributed with the Notice of Meeting be adopted. The members acknowledged that the net assets of the Owners Corporation as at the end of the property's financial year was \$1,096.48.

The balance at the bank account as at the date of the meeting consisting of \$8,029.40 in the Administration Fund.

FINANCIAL AUDIT

The members resolved by Ordinary Resolution not to undertake an independent audit of the financials in accordance with s35. Owners Corporations Act 2006.

8. Budget & Fees:

The members resolved by Ordinary Resolution to accept the projection of estimated receipts and payments (Annual Budget of \$31,292.00 inc GST) as attached to the Notice of Meeting.

This was made up of \$31,292.00 in the Administration Fund.

Fees/Levies:

The members resolved by Ordinary Resolution:

- a. that contributions be set in accordance with Part 3, Section 23 of the Owners Corporations Act 2006 as per the Annual Budget adopted and will continue at the same rate until changed by resolution by the members of the Owners Corporation.
- b. that the contributions be paid in advance in quarterly instalments; the first such instalment being due on 01/10/2024 and subsequent instalments falling due on 01/01/2025, 01/04/2025 and 01/07/2025.
- c. that a Budget Contribution adjustment would be raised for one instalment/s to ensure that the Revenue contemplated in the adopted budget was collected in the financial year.

NOTE: This is the difference between the previous year's contributions which have already been paid or levied and the new contributions just approved at this meeting.

An Owners Corporation is required to be registered for GST when they have ongoing levies (Eg. annual budget including special levies), that exceed \$150,000.00.

When an Owners Corporation is registered for GST, they are required to lodge quarterly Business Activity Statements (BAS) with the Australian Taxation Office (ATO).

9. Confirmation of manager:

In accordance with Part 6, Section 119 of the Owners Corporations Act 2006 the members acknowledged that the Owners Corporation were in year 3 of a 3-year agreement with OCVM Group expiring 01/10/2025.

The members resolved by Ordinary Resolution that the Owners Corporations delegate to the Manager all of the Powers and Functions of the Owners Corporations necessary to enable the manager to perform its duties under the Contract of Appointment.

Management fee:

The management fee for the building financial year was set at \$7,618.66 per annum including GST, payable monthly in advance and was calculated from the provisions contained in the Management Agreement.



Seaford Unit 6, 85 Bardia Avenue, Seaford VIC 3198
Vermont South 495 Burwood Highway, Vermont South VIC 3133
Email admin@ocvmgroup.com.au Phone (03) 9417 9600
www.ocvmgroup.com.au

**10. Committee
and/or
Chairperson**

The members resolved by Ordinary Resolution to appoint a Committee.
(part 5 Section 100(2) makes it compulsory to elect a Committee only if the Owners Corporation consists of 10 or more members).

Nomination for Committee were received for:

- Lot 9 Bruce Nicol
- Lot 10 Merran Andrea Lamson
- Lot 2 Stephen Conley

There being no further nominations the Chairperson of the meeting declared the Committee elected. The Committee consist of:

- Lot 9 Bruce Nicol
- Lot 10 Merran Andrea Lamson
- Lot 2 Stephen Conley

DELEGATION OF AUTHORITY TO THE COMMITTEE/CHAIRPERSON

The members resolved by Ordinary Resolution to delegate to the Committee of the Owners Corporation all the powers and functions of the Owners Corporation except:

- a) a power or function requiring a special resolution or a unanimous resolution; or
- b) giving notice of an annual general meeting or special general meeting; or
- c) the power to remove a committee or officer of the Owners Corporation; or
- d) the power of delegation, other than that set out in s102 of the Owners Corporations Act 2006; or
- e) the power or function to terminate a Manager's appointment unless so resolved at a general meeting of the Owners Corporation; or
- f) a power delegated by instrument to the manager of the Owners Corporation; or
- g) a power delegated by instrument to the secretary of the Owners Corporation; or
- h) a power delegated by instrument to the grievance committee;

Provided that the Committee must not exercise any of the powers and functions of the Owners Corporation unless the Committee is acting in accordance with a decision of the Committee of the Owners Corporation.

This delegation/authorisation continues until revoked or replaced at a general meeting of the Owners Corporation.

Chairperson

The members resolved by Ordinary Resolution to appoint Bruce Nicol as Chairperson in accordance with s98 (1) of the Owners Corporations Act 2006.

Secretary

The members resolved by Ordinary Resolution to Delegate the Functions and Duties of the Owners Corporation Secretary to the Manager and to execute a Delegation of Authority in favour of the Manager upon request.

Public Officer

The members resolved by Ordinary Resolution to appoint an employee of OCVM Group to be registered with the Australian Tax Office as the Public Officer for the Owners Corporation.

11. Penalty Interest:

The members resolved by Ordinary Resolution to charge interest on money owed to the Owners Corporation where the funds are in excess of \$50.00 owed by a member to the Owners Corporation and where payment has not been received within Twenty Eight (28) days after the due date for fees and charges set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006. Interest will be calculated from the due date and the rate of interest charged is fixed at the current rate published under the Penalty Interest Rates Act 1983. The members noted that all interest collected is credited to the Owners Corporation bank account.

The members resolved by Ordinary Resolution to delegate to the Manager the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.

12. Recovery of Fees, Levies & Costs:

The members acknowledged that the Owners Corporation is empowered to initiate legal proceedings in VCAT to recover unpaid contributions which have been levied in accordance with the Owners Corporations Act 2006.

The members resolved by Ordinary Resolution to engage the Manager to implement the arrears process as outlined in the Notice of Meeting.

OCVM Group's Arrears Process:

- SMS (where we have been provided a mobile number) sent to all owners with arrears prior to 15th of each month.
- OCVM Group undertake an Arrears Run on the 15th of every month.
- If your arrears are >14 days overdue and more than \$50.00 – **you will receive a Reminder Notice which is charged at \$46.00**
- If the following month on the 15th your fees have not been paid, you are now 45 days overdue and **you will receive a Final Notice which is charged at \$110.00.**

Please note: All arrears collection charges will be charged to the Owners Corporation, then recovered from the individual lot owner as a debt due to the Owners Corporation.

- If fees remain unpaid following issuance of a Final Notice, OCVM Group will seek instruction from the Committee to authorise legal proceedings to recover the debt.
- If you have entered into a formalised Payment Plan – you will not be pursued for outstanding Arrears.
- The manager advises that any requests for payment plans by owners who may be in arrears cannot be accepted by the manager and will, in all cases, be referred to the Committee of the Owners Corporation for a decision. The manager will share the information with the Committee in order to achieve a satisfactory outcome for the Owners Corporation.

NOTE: The Manager advised that Arrears charges are paid to OCVM Group to cover the service costs for processing Arrears on behalf of the Owners Corporation. This duty falls outside the duties of a manager as defined by the Owners Corporation Act 2006.

The members resolved by Ordinary Resolution to delegate to the Manager the authority to implement a payment plan on request of a lot owner where it considers it appropriate. The payment plan must not exceed an amount greater than \$2,500.00 and must be no longer than 12 months in duration. Any payment plans which do not meet these criteria must be sent through to the Chairperson/Committee for formal approval.

The members noted that any lot owner in a payment plan is considered non-financial for voting purposes and cannot nominate for or hold a position on Committee.

13. Essential service (fire safety):

The members acknowledged that there are no Essential Services (Fire Safety) measures in place at your property.

NOTE: All owners must ensure that smoke detectors are maintained within individual lots and that all stairwells / pathways are to be kept clear of obstructions and trip hazards at all times. (Stored items must be removed). If Fire Doors are installed they must be kept closed at all times.

14. Occupational Health & Safety

The members resolved to meet the Victorian OHS Act 2004.

The members resolved not to undertake a formal OH&S audit against the recommendation of the Manager. The members acknowledged that they are responsible and liable for reporting any OH&S hazards, breaches or incidents relating to the common property to the Manager immediately who will then consult with the appointed Chairperson/Committee for further action.

15. After Hours Trade Emergency Services

The members acknowledged that the after-hours trade emergency contact is Tymaline Building Services contactable on 0418 362 023.

This service is for **Trade Related EMERGENCIES** only that fall outside of standard business hours. Where an emergency is identified as a lot owner's responsibility, costs for service will be applied to the lot owner for this service.

The minimum charges for triaging calls is \$80 + GST and a minimum of \$480 + GST in the event of attendance to a trade emergency.

16. General Business:

a) HIGH PRESSURE DRIVEWAY CLEAN QUOTATION

Members considered the quotation received from Gutter-Vac in the sum of \$3,050.00 for the first clean of both driveways.

The Manager advised that the company stated if the matter proceeds on an annual basis then the future cleaning of both driveways would be \$2,000.00 per visit.

Members requested we leave the matter on hold over the coming year and request an updated quotation for the 2025 AGM.

b) MULCH & PLANTING IN COMMON GARDENS

Member Lot 9 stated that further mulch may be required in the common garden beds, over the coming 12 months.

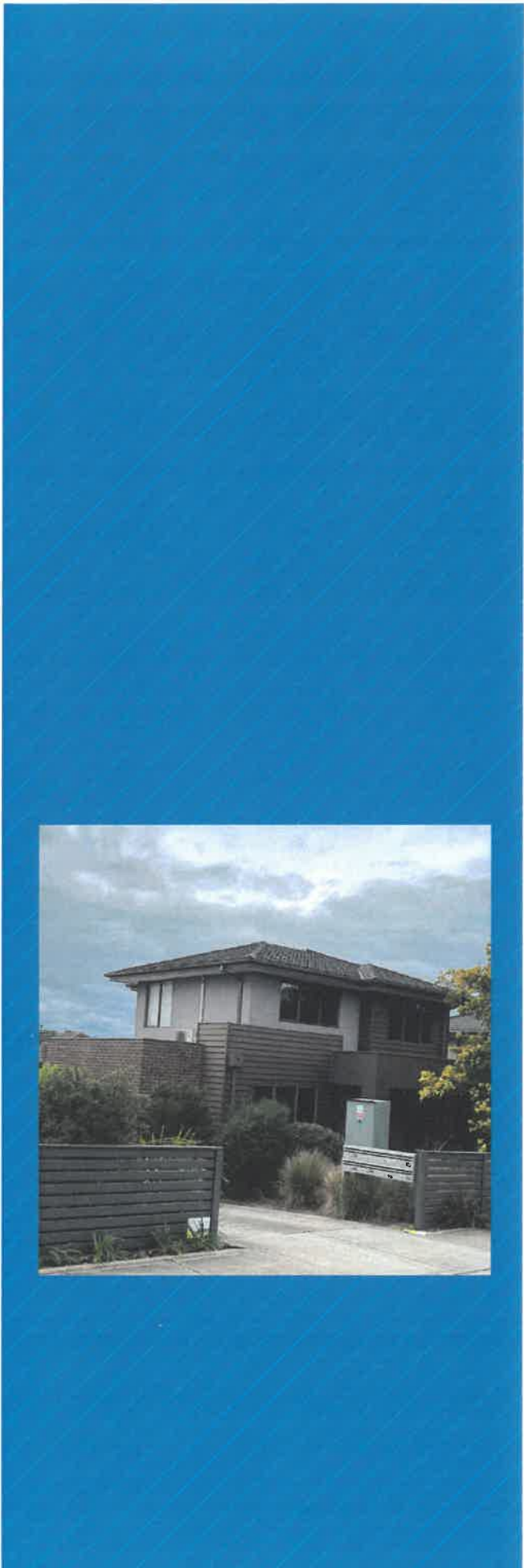
Members agreed that Lot 9 will purchase whatever is required for the common gardens and provide a tax invoice to the Manager, for reimbursement.

17. Owners Portal:

The manager advised the owners that they can now have 24-hour access to building and lot information, reports, documents and more via an online Owners Portal. This service is offered to our valued clients at no additional cost. To gain access, simply notify your manager of your interest and a registration invitation will be issued to you.

18. Closure:

The Chairperson of the meeting thanked the members present and declared the meeting closed at 10:32am.



**Australian Essential
Services Group**

EXPERTS IN BUILDING SAFETY

Combustible Material Identification Report

50-56 Eramosa Road East, Somerville

Property Reference:	E24/1729
Date of report:	19th Aug 2024
Inspection date:	16th Aug 2024
Client:	OCVM Group
Manager name:	Kerry Demos
Contact:	9417 9600
OCSP:	OCPS 742143N
Report ID:	680611
Inspected by:	Frank Jones
Building Class:	Class 1a
Storey(s) Above Ground:	2
Storey(s) Below Ground:	0

An investigation has been carried out to determine the materials used in external construction. The results are listed accordingly in this report, quantities are estimates.

The inspection was carried out during daylight hours from a publicly accessible vantage point. No specific sampling or testing was performed as the inspection was visual in nature only.



AUSTRALIA'S FIRST CARBON NEUTRAL ESSENTIAL SERVICES COMPANY

Identification and Percentage of Cover of Wall Materials

Below is a table summarising the wall materials found on site. A description of each material, including photos, is included in the following pages. In the event where a wall material cannot be clearly identified, an invasive inspection will need to be arranged to take samples to confirm the wall material. Where a wall material may contain Fire Rated properties, testing will be recommended to confirm the composition of the wall material.

TYPE	PERCENTAGE
No Aluminium Composite Panel (ACP)	
Expanded Polystyrene (EPS)	<5%
Weatherboard	10-15%
Glazing	5-10%
Compressed Cement Sheet (Painted)	5-10%
Garage Doors	5-10%
Exposed Face Brick	60-65%
Rendered Brick	<5%

The list of materials above and their estimated coverage, have been determined by visual inspection and a review of any Architectural documents available.

Risk Factors

The air conditioning units adjacent to Expanded Polystyrene (EPS) cladding are potential ignition sources.

As air conditioning units are a potential ignition source, either:

- Remove combustible cladding from around the air conditioning units
- Relocate the air conditioning units; or
- Provide a fire separation between the air conditioning units and the combustible cladding.

Legislative Summary

Minister's Guideline 15 under the Building Act 1993 applies to Class 2 and Class 3 buildings only. It is not a mandatory requirement under current legislation for combustible cladding to be removed from this building (Class 1a dwelling).



Recommendations

Combustible Cladding Present - Low Risk (Class 1a, 4, 10)

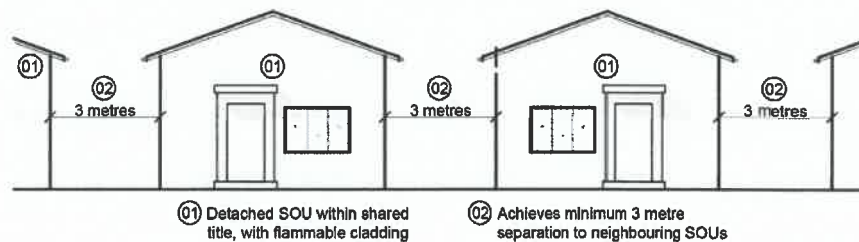
It is not a requirement under current legislation for flammable cladding to be removed from these Class 1a buildings as Minister's Guideline 15 applies to Class 2 and 3 buildings only.

As the fire separation between the Class 1a units appears to be over 3 metres, it is our opinion that the flammable cladding would be considered low risk, as it is unlikely that fire would spread from one unit to the adjoining unit. It would not be a requirement under current legislation for flammable cladding to be removed.

We recommend that each individual unit carry out its own risk mitigation assessment to ensure that there are no ignition sources that could ignite a fire in the flammable cladding.

- AESG can carry out an ignition source inspection on individual units to confirm the risk posed by the external cladding, if the insurer recommends this course of action to reduce insurance premiums.
- AESG can provide a quotation to identify the cost of removing the flammable Expanded Polystyrene cladding and replacing it with a suitable code marked product.

Class 1a separated townhouses with more than 3m separation on the ground floor



Terms & Conditions

Building Access

The information included in this report is limited to the areas of the building that were made accessible on the day of the inspection. AESG does not take responsibility for identifying and reporting on areas of the building that were not made accessible.

Building Inspection

AESG's safe working height off a stable platform is 2.7 metres. If working at heights is required above 2.7 metres, specific arrangements will need to be made. Additional costs will apply.

Wall Material Samples

If a wall material sample was needed to identify the products used in the construction of the building, a small (25-30mm) hole will be drilled and then covered with a cap. It is not AESG's responsibility to patch, render or paint the sampled area.

Exceptions & Omissions

It is possible that the building's construction includes external wall materials other than those identified in this report. Some buildings are not consistent in their cladding materials. If instructed, AESG will take samples from accessible areas. Other substituted materials could exist in other areas of the building. AESG does not take responsibility for exceptions and omissions.

Invoice Terms

A deposit invoice has already been issued for this report. Payment terms for the remaining balance are 30 days from the issue date of the final invoice. It is the responsibility of the client to pay all invoices within payment terms.

Disclaimer

AESG's full terms and conditions are available at www.aesg.com.au

Privacy Policy

AESG's privacy policy is available at www.aesg.com.au

Quality Control

AESG is ISO 9001:2005 Quality Management Systems certified.



Supporting Materials

50-56 Eramosa Road East, Somerville



Building Material Identification

An investigation has been carried out to determine the materials used in external construction. The results are listed accordingly in this report, quantities are estimates. This report makes no recommendations or comments on the location of combustible materials.

The inspection was carried out during daylight hours from a publicly accessible vantage point and was a non-invasive inspection. No specific testing was performed as the inspection was visual in nature only.

Aluminium Composite Panel (ACP) Cladding Coverage	Percentage
---	------------

There is no apparent Aluminium Composite Panel on this buildings external walls.

Expanded Polystyrene (EPS) Cladding Coverage	Percentage
--	------------

It is estimated from a visual inspection that approximately <5% of the building's external walls are clad with Expanded Polystyrene (EPS) cladding material.

[CLICK ON PHOTOS TO DOWNLOAD](#)









Weatherboard

Percentage

A visual inspection has determined that Weatherboard has been used in the external wall materials of the building.

10-15%

[CLICK ON PHOTOS TO DOWNLOAD](#)







Glazing

Percentage

A visual inspection has determined that Glazing has been used in the external wall materials of the building. 5-10%

Compressed Cement Sheet (Painted)

Percentage

A visual inspection has determined that Compressed Cement Sheets (Painted) have been used in the external wall materials of the building. 5-10%

[CLICK ON PHOTOS TO DOWNLOAD](#)





Garage Doors**Percentage**

A visual inspection has determined that Garage Doors have been used in the external wall materials of the building.

5-10%

[CLICK ON PHOTOS TO DOWNLOAD](#)





Exposed Face Brick

Percentage

A visual inspection has determined that Exposed Face Brick has been used in the external wall materials of the building.

60-65%

[CLICK ON PHOTOS TO DOWNLOAD](#)







Rendered Brick**Percentage**

A visual inspection has determined that Rendered Brick has been used in the external wall materials of the building.

<5%

[CLICK ON PHOTOS TO DOWNLOAD](#)



AESG Key Services: Fire Compliance Auditing Specialists

Since 1996, Australian Essential Services Group (AESG) has specialised in identifying and reporting on safety measures in line with current Australian standards.

Our highly experienced team of fully qualified auditing staff are constantly engaged with regulatory bodies and industry forums to ensure that we deliver the highest quality and compliance for our clients.



Essential Safety Measures Reporting

Comprehensive site inspections of active and passive essential safety items to Australian Standard 1851-2012.



Fire Safety Auditing

Our independence ensures our audits are free from bias or conflicts of interest.



Building Health & Safety Reporting

In-depth investigations of building health conditions, personal injury and utilities risk.



Combustible Cladding Investigations

Identification and percentage cover of wall materials, risk factors and risk mitigation strategies.



Maintenance Plans

Detailed reporting on items that may need repair or renewal over time, for fair and accurate budgeting.

Our independence ensures objective auditing

Keep in touch

Follow AESG to stay up to date



MEMBERSHIPS & CERTIFICATES



Australian Essential Services Group

EXPERTS IN BUILDING SAFETY

PHONE: 1300 336 339

EMAIL: info@aesg.com.au

ADDRESS: Level 1, 77 Upper Heidelberg Rd
Ivanhoe VIC 3079

WEBSITE: www.aesg.com.au

Owner Builder Defects Report (Section 137B)



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

**4 Kath's Way,
Somerville, 3912,**

Inspection Prepared for:
Keith & Danielle O'Brien

Date of Inspection: 2/9/2025 | **Time:** 10:30 AM
Weather: Fine 13 C
Real Estate Agent:
Age Of Home:

**DON'T EXPECT,
INSPECT!**

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

Brilliant inspections, best reports, fast!



Serving
WA | SA | QLD | NSW | ACT | VIC

1 800 737 423 
resicert.com.au 

Table Of Contents

Items Requiring Attention - Summary	3
Our Services	4
Owner Builder Warranty Inspection	5
Inspector	5
Inspection Type	5
Inspection Details	6-7
Structural Summary	8
Property Information	8
Grounds	8-11
Resicert Service Agreement	12-16

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 occurring 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:

Construction of a timber deck to the rear of the home.

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.

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:

- Structural Assessment
- Defects Condition Report

Inspection Details

1. Attendance

In Attendance:

- Client present

2. Occupancy

Occupancy:

- Occupied - Furnished
- Moderate volume of personal and household items observed.
- Access to some items such as: electrical power points, light switches, windows, wall/floor surfaces, appliances and cabinet interiors may be restricted by furniture or personal belongings. Any such items are excluded from this inspection report.

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.

Grounds

1. Patio and Porch Decks

MAINT	PREV	MONIT	DEFR	DEFIC

Observations:

- The rear deck was inspected and appeared functional and structurally sound at the time of the inspection.
- No significant defects were observed.
- 550-600mm Joist spacings noted.
- Rear deck approximate size was 3.0m (W) X 7.0m (L)
- 90mm Timber decking was noted.



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.

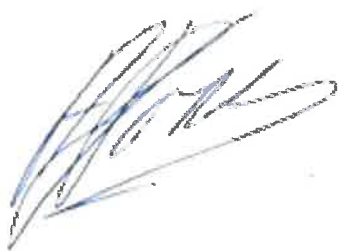
Feel free to refer us to any friends or family that would benefit from our services. We can assure you that they would

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



Certificate of Currency

Paolo Antonelli
PO Box 22
MIDLAND DC WA 6936

Date of Issue 10 June 2025
Contact Jasmine Truong
Email jasmine.truong@aon.com

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.

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 and 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 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. Sheetting 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 01 September 2025 09:27 PM

PROPERTY DETAILS

Address: **4 KATHS WAY SOMERVILLE 3912**
Lot and Plan Number: **Lot 12 PS742143**
Standard Parcel Identifier (SPI): **12\PS742143**
Local Government Area (Council): **MORNINGTON PENINSULA**
Council Property Number: **145526**
Planning Scheme: **Mornington Peninsula**
Directory Reference: **Melway 107 G12**

www.mornpen.vic.gov.au

[Planning Scheme - Mornington Peninsula](#)

UTILITIES

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

STATE ELECTORATES

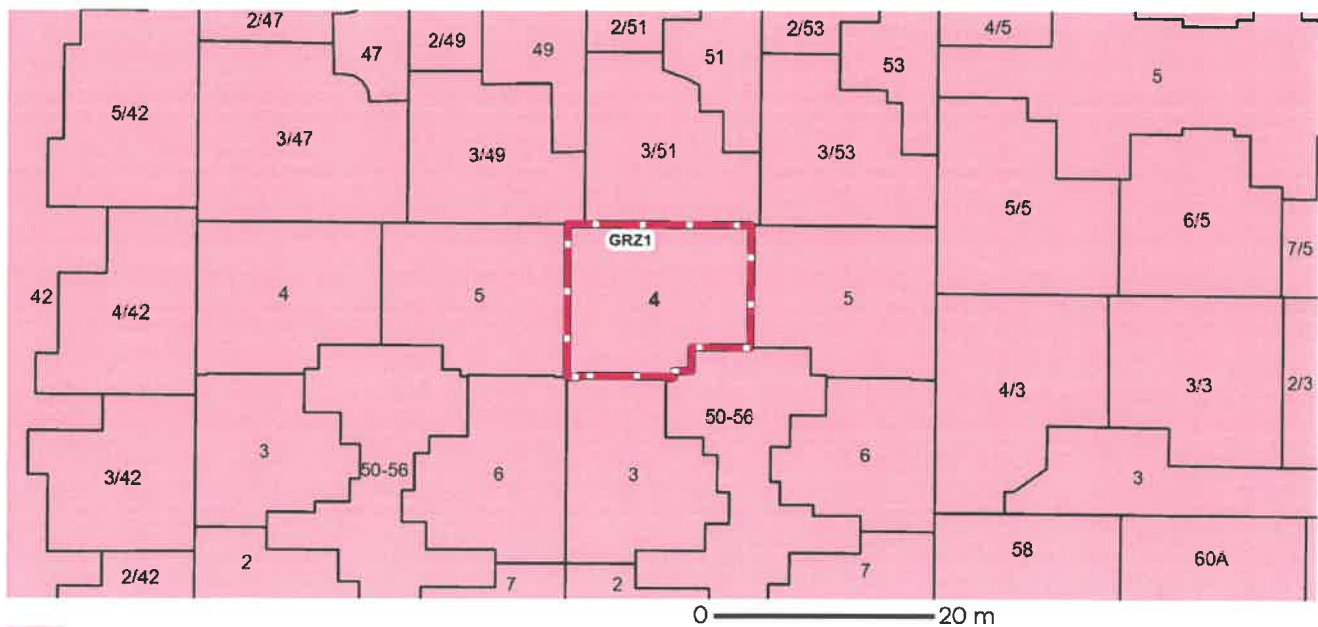
Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **HASTINGS**
OTHER
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



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

Planning Overlays

No planning overlay found

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

PLANNING PROPERTY REPORT: 4 KATHS WAY SOMERVILLE 3912

Page 1 of 3

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 affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

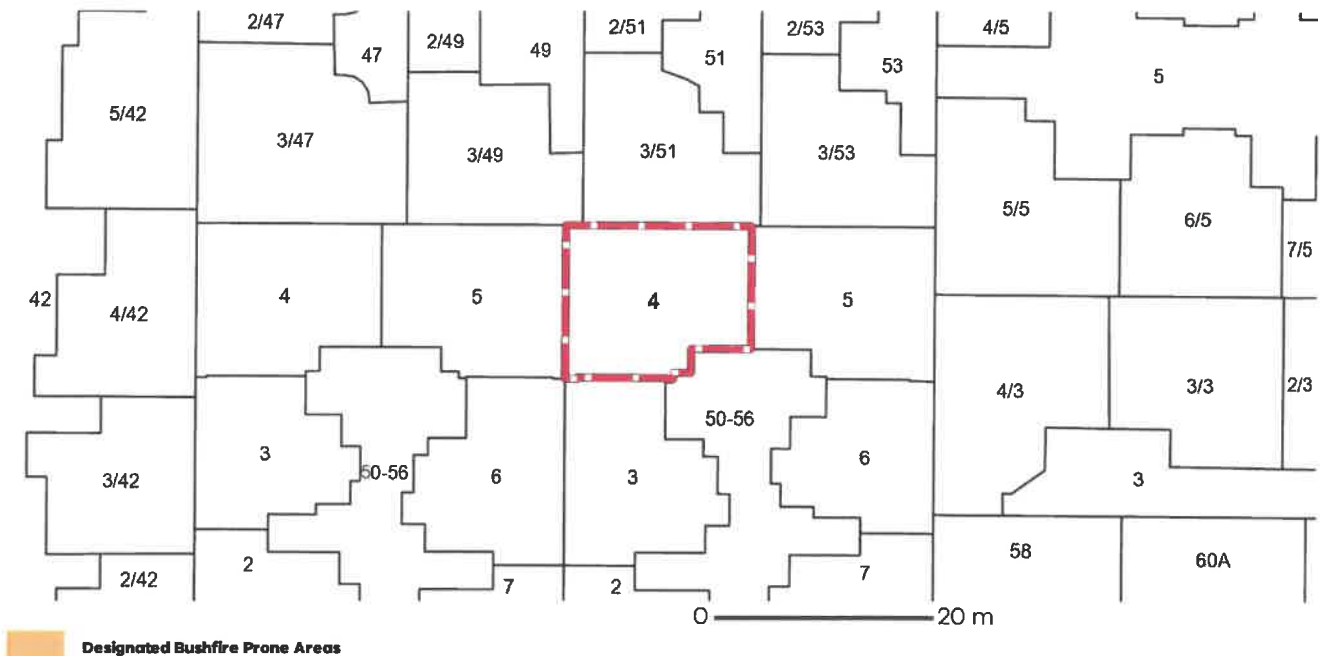
Designated Bushfire Prone Areas

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 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 \(environment.vic.gov.au\)](#)

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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