Contract of Sale of Land

Property:

15 Jones Road, Tyabb VIC 3913

Amity Conveyancing

Suite 2, 145 Salmon Street,
Hastings 3915

Tel: 5909 8215
Fax: 5909 8305
Email: info@amityconveyancing.com.au

Ref: 6346

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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.

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 Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../…..……./2026

for and on behalf of:

Name of individual

Signature of individual

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

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../…..……./2026

for and on behalf of:

Name of individual

Signature of individual

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

WHERE SIGNATORY IS A COMPANY

EXECUTED by ....

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

Name of director	Signature of director
Name of director/secretary	Signature of director/secretary

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

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../…..……./2026

for and on behalf of:

Robert Kent Pearce

Name of individual	Signature of individual

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

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../…..……./2026

for and on behalf of:

Vanessa Kathryn Pearce (formerly Hanka)

Name of individual	Signature of individual

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

WHERE SIGNATORY IS A COMPANY

EXECUTED by ....

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

Name of director	Signature of director
Name of director/secretary	Signature of director/secretary

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate Somerville

Address: Office 3, 1065 Frankston-Flinders Road, Somerville VIC 3912

Email: somerville@obrienrealestate.com.au; chrissy.kouvaras@obre.com.au

Tel: 03 5977 8877 Mob: Ref: Chrissy Kouvaras

Vendor

Name: Robert Kent Pearce and Vanessa Kathryn Pearce (formerly Hanka)

Address: 15 Jones Road, Tyabb VIC 3913

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Amity Conveyancing

Address: Suite 2, 145 Salmon Street, Hastings VIC 3915

Email: info@amityconveyancing.com.au

Tel: 03 5909 8215 Fax: 03 5909 8305 Ref: 6346

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11974	Folio	224	3	PS 533837T

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 15 Jones Road, Tyabb VIC 3913

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

All fixed floor coverings, window furnishings, light fittings, fixtures and fittings, as inspected. Excluding the bookcase located next to the fireplace in the lounge and the cabinet located in the ensuite off the main/primary bedroom.

Payment

Price $ ....

Deposit $ .... by / / (of which $ has been paid)

Balance $ .... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a ‘farming business’ is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a ‘going concern’ if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (General Conditions 17 & 26.2 and subject to Special Condition 11 **(settlement exclusion period between 19 December 2026 and 12 January 2027 inclusive)**)

is due on

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: ....

(or another lender chosen by the purchaser)

Loan amount: .... Approval date: ....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

1. If the property is offered for sale by public auction, the sale is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules of the Sale of Land Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

2. The purchaser warrants to the vendor that, because of the purchaser's own inspection and enquiries, the purchaser:
   2.1 Is satisfied as to the nature, quality, condition and state of the repair of the property; and
   2.2 Accepts the property as it is and subject to all defects (latent and patent) and all dilapidation and infestations; and
   2.3 Is satisfied about the purpose for which the property may be used.

3. The purchaser admits the land as offered for sale and inspected is identical with that described in the title particulars. The purchaser will not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to bear all or any part of the cost of doing so.

4. If a company purchases the property:
   4.1 Any person who signs this contract will be personal responsible to comply with the terms and conditions of this contract; and
   4.2 The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

5.
   5.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act* 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.
   5.2 If there is a breach of the warranty contained in clause 5.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
   5.3 This warranty and indemnity do not merge on completion of this contract.

6. The purchaser shall assume liability for compliance with all notices or orders (other than those relating to current rates) relating to the property which are made or issued after the day of sale.

7. The purchaser acknowledges that the vendor has not, nor has anyone on the vendor's behalf made any representations or warranty as to the fitness of any particular purpose or otherwise of the property or that any structures comply with current building regulations and the purchaser expressly releases the vendor and/or his servants or agents from any claims or demands in respect thereof.

8.
   8.1 If there is more than one purchaser, it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the Proportions").
   8.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
   8.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
   8.4 This Special Condition will not merge on completion.

9. Reasonably Foreseeable Loss Resulting From Purchaser's Breach

The parties acknowledge that should the purchaser breach their obligations under the terms of this contract or fail to settle on the date mentioned herein, the vendor will be entitled to claim compensation for any reasonably foreseeable loss resulting from the breach. The purchaser further acknowledges that a reasonably foreseeable loss includes but is not limited to:

i) The cost of obtaining any bridging finance required by the vendor to complete the purchase of another property, plus interest charged on any such bridging finance;
ii) Penalties payable by the vendor through any delay in completion of the vendor's purchase of another property (include any re-settlement/default costs incurred, interest and/or any other penalties imposed);
iii) Any commission fees and advertising expenses claimed by the vendor's estate agent or any other person relating to the vendor having to re-sell the property as a result of the purchaser's breach;
iv) A re-settlement fee in the sum of $220.00 payable to the vendor's representative for each and every re-scheduling of the settlement date required as a result of the purchaser's breach; and
v) The vendor's additional costs and expenses incurred due to the breach, including the cost of issuing any Default Notice estimated at $770 inclusive of GST.

10. Land Tax Adjustment

Notwithstanding any other conditions or provision contained in the Contract (this Special Condition taking priority in all respects as to Land Tax, where the day of sale is 1 January 2024 or later and the sale price of the property is less than $10,000,000.00), General Condition 23 is hereby varied to the extent that there shall be no adjustment of any Land Tax for the property, and the purchaser shall not be required to make any payment or contribution to the Vendor's Land Tax at settlement or otherwise.

11. Christmas Holiday Office Closure

The parties acknowledge that settlement and any condition due dates are not to be set in the Particulars of Sale in the Contract for the period **19 December 2026 to 12 January 2027 (inclusive)** due to the Christmas and New Year holiday office closure. In the event that any settlement or condition due date is stipulated to fall within this specified closure period, then said date will automatically revert and fall due on Wednesday 13 January 2027.

Neither party will be entitled to claim any compensation or seek any recourse against the other party due to settlement or any Special Condition/clause being delayed pursuant to this Special Condition.

12. Outdoor Spa

12.1 The purchaser acknowledges that the outdoor spa located at the property has been drained and is not currently being used by the vendor. The purchaser further acknowledges that the spa has not been registered with the Mornington Peninsula Shire ('council'), and that they will be responsible for arranging registration of the outdoor spa with the Mornington Peninsula Shire ('council') following settlement.

12.2 The purchaser furthermore acknowledges that they will also be responsible for, at their own expense, providing the certificate of compliance to council for the outdoor spa safety barrier/s, as well as any modifications or alterations to the existing safety barrier/s required to obtain the certificate of compliance.

12.3 The purchaser cannot make any claim for compensation or seek any recourse from the vendor for any expenses or losses incurred, as a result of any modifications/alterations required to be made to the existing safety barrier/s to obtain compliance.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "***electronic signature*** "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to –

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

(b) any reservations, exceptions and conditions in the crown grant; and

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

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

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor –

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

(b) is under no legal disability; and

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

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

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

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

6.4 The vendor further warrants that the vendor has no knowledge of any of the following –

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not –

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

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

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

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

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

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

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –

(a) that –

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

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

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

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –

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

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

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –

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

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

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).

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

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

13.5 The purchaser is taken to have accepted the vendor's title if –

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

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

13.6 The contract will be at an end if –

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

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

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

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

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

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

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –

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

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

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

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

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

14.6 Payment of the deposit may be made or tendered –

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

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

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

14.10 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.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition –

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

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

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement –

(a) the purchaser must pay the balance; and

(b) the vendor must –

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

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

17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must –

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise –

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement –

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

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

18.9 The vendor must before settlement –

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

(c) deliver all other physical documents and items (other than the goods sold with the land 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

(d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

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

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

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

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

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

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

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

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

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

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

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

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

19.7 In these general conditions –

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,

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

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1-2007;

(vi) identifies a current defect in a structure on the land; and

the author states is a major defect.

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –

(a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must –

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite –

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act 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 Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

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

25.6 The purchaser must –

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite –

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to –

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that –

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served –

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or

(d) by email.

27.4 Any document properly sent by –

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

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

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

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

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

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

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

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

(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* (Vic); and

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

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

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

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

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

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

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

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

35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

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

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

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I,.. of ....

And...of ....

being the **Sole Director** / **Directors** of ....……................

ACN …....................................

(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 ..……………………......................... 20......

SIGNED SEALED AND DELIVERED by the said)
)
Print Name...………) Director

in the presence of:)
)
Witness..)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name...………) Director

in the presence of:)
)
Witness..)

VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE PURSUANT TO DIVISION 2 OF PART II SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

VENDOR:

Robert Kent Pearce and Vanessa Kathryn Pearce (formerly Hanka)

PROPERTY:

15 Jones Road
TYABB VIC 3913

VENDORS REPRESENTATIVE

Amity Conveyancing

Suite 2, 145 Salmon Street,
Hastings 3915

Tel: 5909 8215
Fax: 5909 8305
Email: info@amityconveyancing.com.au

Ref: 6346

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them are as follows-

Authority:

- Mornington Peninsula Shire Council
- South East Water

The total of which does not exceed $5,000.00 per annum.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

Commercial and Industrial Property Tax Reform Act 2024 (VIC) (CIPT Act)	
(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal Rates Notice or SRO Property Clearance Certificate or is as follows	AVPC No. 117
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal Rates Notice or SRO Property Clearance Certificate or is as follows	Date: OR ☒ Not Applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) If there is a residence on the land which was constructed within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence: - Not applicable

32C LAND USE

(a) Information concerning an easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

- Easements affecting the land are set out in the attached copies of title;

Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:

To the best of Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) This land is in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) There is access to the property by road.

(d) Planning Scheme: Mornington Peninsula Shire Council
Responsible Authority: Mornington Peninsula Shire Council
Zoning: Low Density Residential
Planning Overlay/s: Design and Development
Vegetation Protection

All or part of this property is within an area of Aboriginal Cultural Heritage Sensitivity. Details are contained in the attached Property report.

32D **NOTICES**

A Proposed Amending Planning Scheme has been placed on public exhibition showing this property as being in a Low Density Residential Zone. Refer to attached Planning Certificate.

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

The Mornington Peninsula Shire Council has designated all properties in the Shire likely to be in a flood prone area and to be in an area in which buildings are likely to be subject to termite infestation.

32E **BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Refer to the enclosed certificate/s
Refer to the enclosed s137b Owner Builder Report

The works referenced in the s137b Owner Builder Report were completed separately and did not have a value of over $20,000.00 and therefore Warranty Insurance is not required.

32F **OWNERS CORPORATION**

The land is NOT affected by an Owners Corporation within the meaning of the Owners Corporation Act 2006.

32G **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

There is not a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987)*

32H **SERVICES**

Electricity	Connected
Gas supply	Connected
Water supply	Not Connected
Sewerage	Not Connected
Telephone services	Connected
NBN	Connected

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 any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

32I **TITLE**

Attached are the following document/s concerning Title:

- Certificate of Title Volume 11974 Folio 224
- Plan of Subdivision 533837T
- Council Rates Notice
- South East Water Information Statement
- SRO Property Clearance Certificate
- Building Permit 201847047/0
- Occupancy Permit
- Builders Warranty Insurance
- Certificate of Final Inspection CBS-U 61050/2313218956983
- Council Swimming Pool Registration and Compliance Letter
- Form 23 Certificate of Pool Barrier Compliance
- s137b Owner Builder Report
- Planning Certificate
- Property Report

DATE OF THIS STATEMENT ____ / ____ /20 ____

Name of the Vendor

Robert Kent Pearce and Vanessa Kathryn Pearce (formerly Hanka)

Signature/s of the Vendor

×

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT ____ / ____ /20 ____

Name of the Purchaser

Signature/s of the Purchaser

×

VENDOR GST WITHHOLDING NOTICE

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

PROPERTY: **15 Jones Road, Tyabb VIC 3913**

VENDOR: **Robert Kent Pearce and Vanessa Kathryn Pearce (formerly Hanka)**

The above property is either an existing residential premises or commercial residential premises and therefore the Purchaser is not required to withhold GST.

Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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 **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.

Consumer Affairs Victoria

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 11974 FOLIO 224

Security no : 124137235254Y
Produced 04/08/2026 09:58 AM

CROWN GRANT

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 533837T.
PARENT TITLE Volume 11833 Folio 793

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
    ROBERT KENT PEARCE of 15 JONES ROAD TYABB VIC 3913
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
    VANESSA KATHRYN HANKA of 15 JONES ROAD TYABB VIC 3913
    AR022639D 15/05/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR022640U 15/05/2018
    AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below. For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

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 PS533837T 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: 15 JONES ROAD TYABB VIC 3913

ADMINISTRATIVE NOTICES

NIL

eCT Control   15314Q ANZ RETAIL BANKING
Effective from 15/05/2018

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	**PS533837T**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**15/04/2026 12:20**

Signed by Council: Mornington Peninsula Shire Council, Council Ref: S14/5055, Original Certification: 10/04/2014, Recertification: 09/09/2016, S.O.C.: 26/09/2016

PLAN OF SUBDIVISION

LV USE ONLY
EDITION 1

PLAN NUMBER
PS 533837T

LOCATION OF LAND

PARISH:	TYABB
TOWNSHIP:	---
SECTION:	---
CROWN ALLOTMENT:	49 (PART)
CROWN PORTION	---
TITLE REFERENCE:	VOL 3317 FOL 212
LAST PLAN REFERENCE:	PS 418232Y, LOT 1
POSTAL ADDRESS (AT TIME OF SUBDIVISION)	162 MORNINGTON-TYABB ROAD TYABB 3913
MGA 94 COORDINATES: (OF APPROX. CENTRE OF PLAN)	E: 339 760 N: 5 763 760 ZONE: 55 GDA 94

CERTIFYING AUTHORITY
MORNINGTON PENINSULA SHIRE COUNCIL
REF: S14/5055

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
RESERVE No. 1	MORNINGTON PENINSULA SHIRE COUNCIL

NOTATIONS

DEPTH LIMITATION - DOES NOT APPLY

THIS IS NOT A STAGED SUBDIVISION

PLANNING PERMIT No. P02/3129

THIS PLAN IS BASED ON SURVEY
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS Nos.69, 176, 257 (TYABB) & 306 (MOOROODUC) IN PROCLAIMED SURVEY AREA No. 17

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited or in favour of
E-1, E-4	DRAINAGE	SEE PLAN	THIS PLAN	MORNINGTON PENINSULA SHIRE COUNCIL
E-2, E-4	DRAINAGE	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
E-1, E-3, E-4	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION
E-5	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 1 ON THIS PLAN
E-6	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
ALL RESERVE No.1	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION

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

DIGITALLY SIGNED BY LICENSED SURVEYOR:

ANDREW M LOVELOCK

REF 6880S VERSION 11

SHEET 1 OF 2 SHEETS

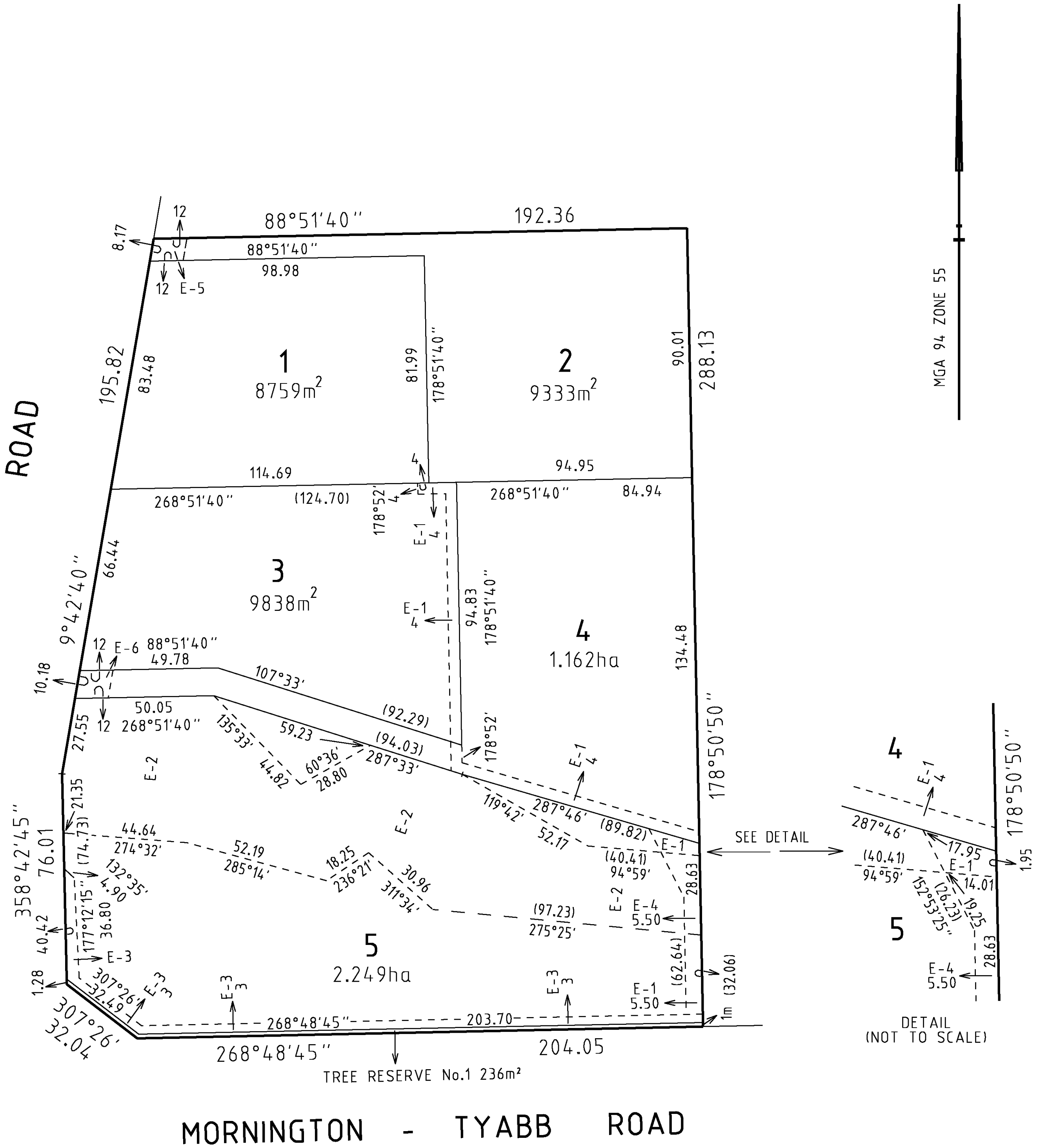
ORIGINAL SHEET SIZE A3

PLAN REGISTERED
TIME: 10:37 am
DATE: 17 / 11 / 2016
Ian D Thomson
Assistant Registrar of Titles

Signed by: andrew michael lovelock (Speedie Development Consultants Pty Ltd) Surveyor's Plan Version (11) SPEAR Ref: S047748M 08/09/2016

Signed by Council: Mornington Peninsula Shire Council, Council Ref: S14/5055, Original Certification: 10/04/2014, Recertification: 09/09/2016, S.O.C.: 26/09/2016

PLAN OF SUBDIVISION	PLAN NUMBER PS 533837T



Speedie Development Consultants Pty. Ltd. SURVEYORS, ENGINEERS, PLANNERS AND DEVELOPMENT CONSULTANTS 55 Marine Parade, Hastings, Vic 3915 (03) 5979 5000 Email: reception@speedies.com.au			SHEET 2 ORIGINAL SHEET SIZE A3
ORIGINAL SHEET SIZE A3 SCALE 1:1500	SCALE 15 0 30 60 LENGTHS ARE IN METRES	DIGITALLY SIGNED BY LICENSED SURVEYOR: ANDREW M LOVELOCK REF 6880S VERSION 11	CERTIFYING AUTHORITY MORNINGTON PENINSULA SHIRE COUNCIL REF: S14/5055

Signed by: andrew michael lovelock (Speedie Development Consultants Pty Ltd) Surveyor's Plan Version (11) SPEAR Ref: S047748M 08/09/2016

Plan of Subdivision PS533837T

Certifying a New Version of an Existing Plan (Form 11)

MORNINGTON PENINSULA Shire

COMMITTED TO A SUSTAINABLE PENINSULA

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S047748M
Plan Number: PS533837T
Responsible Authority Name: Mornington Peninsula Shire Council
Responsible Authority Reference Number 1: S14/5055
Surveyor's Plan Version: 11

Certification

☑ This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 10/04/2014

Public Open Space

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

◉ Has been made and the requirement has not been satisfied at Certification

◉ Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 26/09/2016)

Digitally signed by Council Delegate:	Stephen Joy
Organisation:	Mornington Peninsula Shire Council
Date:	09/09/2016

Payments (Visa/MasterCard) & account balances

Mornington Peninsula Shire

Rates and Valuation Notice 2025–26

RN 2025

Website mornpen.vic.gov.au
Call us 1300 850 600 (local call, fees apply)
Post Private Bag 1000, Besgrove Street, Rosebud 3939
ABN 53 159 890 143

032-3913 (25648)

R K Pearce & V K Hanka
15 Jones Road
TYABB VIC 3913

Property number
144082

Total amount due
$4,416.75

Arrears (due immediately)
~~$769.00~~ Pd. 23/09/25

Current payable
$4,416.75 15/02/2026

Instalments

1st	~~$1,680.75~~ 912	Due 30/09/2025
2nd	$912.00	Due 30/11/2025
3rd	$912.00	Due 28/02/2026
4th	$912.00	Due 31/05/2026

Property details

15 Jones Road TYABB VICTORIA 3913
Lot 3 PS 533837 Vol 11833 Fol 793

Land Site Value:
$1,240,000

Capital improved value
$1,940,000

Net annual value
$97,000

AVPCC
117 - Rural Land & Dwelling

Financial details

Opening Balance	$769.00
Residential Improved Rate (0.001414 x CIV)	$2,743.15
Waste Service Charge	$433.00
Total Shire rates and charges	**$3,945.15**
ESVF Residential Fixed	$136.00
ESVF Residential Variable (0.000173 x CIV)	$335.60
Total State Government ESVF	**$471.60** ?
Balance due	**$4,416.75**

Key dates

Date of issue	29/08/2025
Date of declaration	17/06/2025
Date of valuation	01/01/2025

ezyBILL

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

The rating year:
01/07/2025 to 30/06/2026.

Property owners:
R K Pearce, V K Hanka

Pay with Card or Bank New

Scan the QR or pay in full or choose from flexible weekly, fortnightly or monthly instalments. You can also pay online at **pay.mornpen.vic.gov.au**

- Helpful reminders.
- Card or bank payments.
- See your balance.

Powered by Payble

Post Billpay — Biller code: 3653 Ref no: 2201440829

*3653 2201440829

BPAY — Biller code: 20537 Ref no: 2201440829

BPAY® this payment via online or phone banking. **We've issued a new BPAY® reference number for your property. Please use it and disregard previous details.**

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Amity Conveyancing
E-mail:
info@amityconveyancing.com.au

Statement for property:
LOT 3 15 JONES ROAD TYABB 3913
3 PS 533837

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03C//01978/00028	6346	15 APRIL 2026	51917355

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	01/04/2026 to 30/06/2026	$22.45
Melbourne Water Corporation Total Service Charges	01/04/2026 to 30/06/2026	$31.25

(b) By South East Water

Subtotal Service Charges	$53.70
Arrears	$53.70
TOTAL UNPAID BALANCE	$107.40

- 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.

- 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.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- 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.

Your property is traversed by or is within the vacinity of a Melbourne Water Asset as shown on the attached plan. Melbourne Water approval is required prior to any development or underground works on this property. For more information please visit www.melbournewater.com.au or contact 131722.

Portion of the land could be subject to inundation at times of high storm flow. Therefore, any proposed development on the property is to be referred to Melbourne Water, Land Development Team on 9679-7517 or through the Postal Address: GPO Box 4342, Melbourne 3001.

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.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ASSET INFORMATION - SEWER & DRAINAGE

South East Water

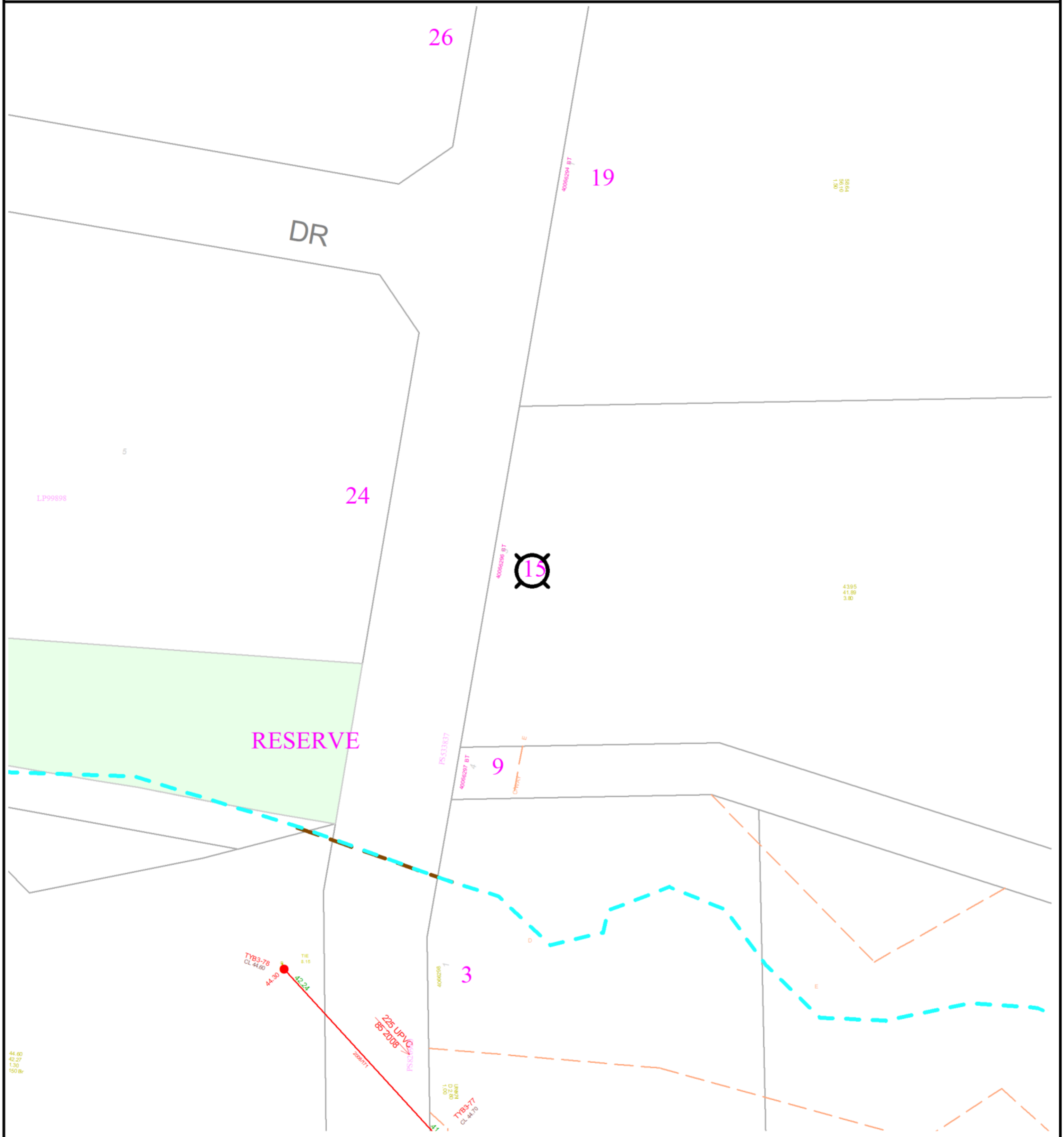
Property: Lot 3 15 JONES ROAD TYABB 3913

Case Number: 51917355

20 0 20 40
Scale in Metres

Date: 15APRIL2026

N



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

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

Melbourne Water Assets

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

ASSET INFORMATION - WATER

South East Water

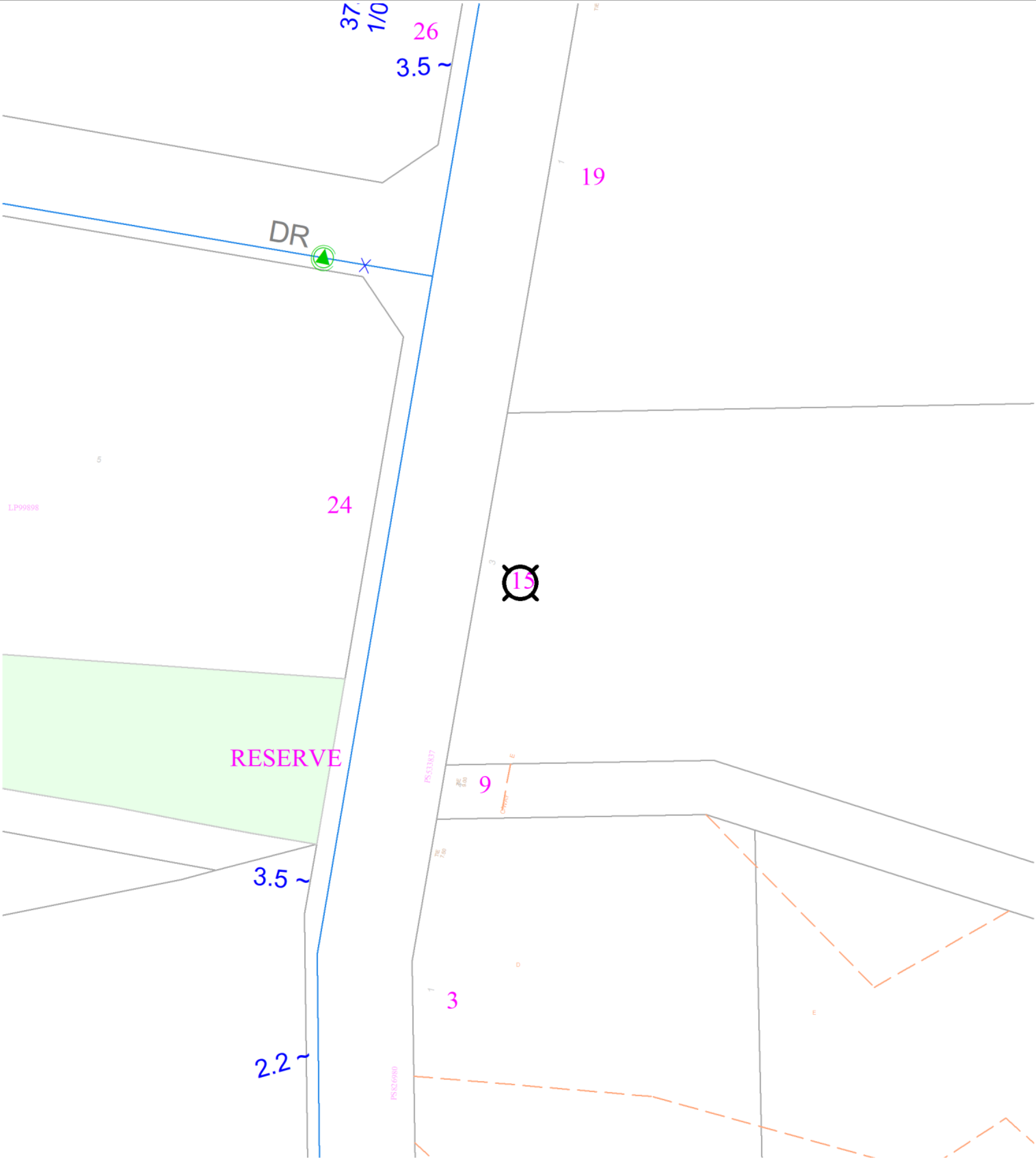
Property: Lot 3 15 JONES ROAD TYABB 3913

Case Number: 51917355

Scale in Metres: 20 0 20 40

Date: 15APRIL2026

N



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	100 CICL 26.9.1975 Water Main & Services	~ 1.0 Offset from Boundary

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 3 15 JONES ROAD TYABB 3913

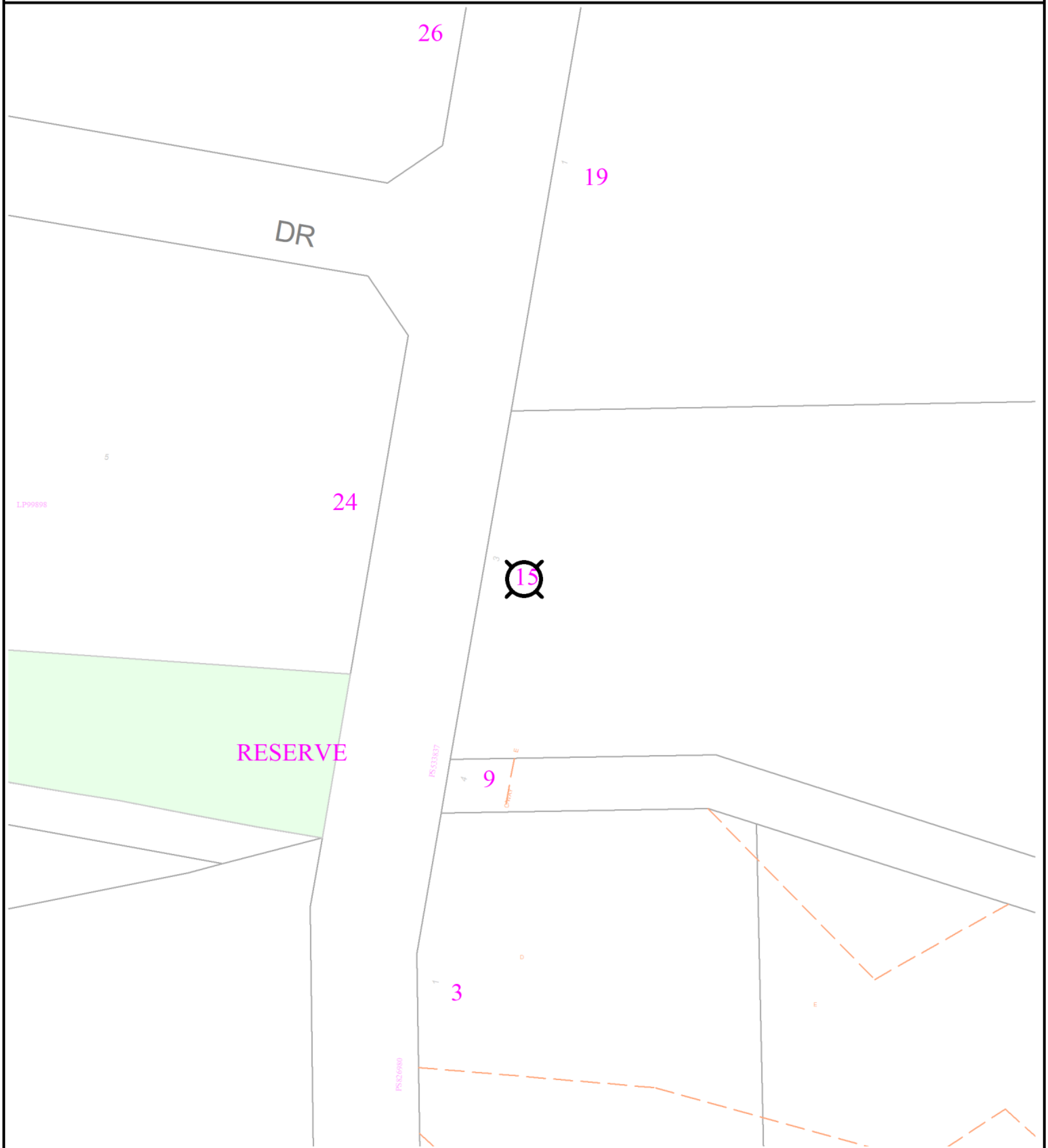
Case Number: 51917355

20 0 20 40

Scale in Metres

Date: 15APRIL2026

N



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	Recycled Water Main Valve	Fireplug/Washout
Easement	100 CICL 26.9.1975 Recycled Water Main & Services	~ 1.0 Offset from Boundary

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / JACKELLA GROUP PTY LTD (ATF LINAKER FAMILY TRUST) TRADING AS AMITY CONVEYANCING

Your Reference:	6346
Certificate No:	98691994
Issue Date:	15 APR 2026
Enquiries:	ESYSPROD

Land Address: 15 JONES ROAD TYABB VIC 3913

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43559579	3	533837	11974	224	$0.00

Vendor: VANESSA PEARCE (FORMERLY HANKA) & ROBERT PEARCE

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS VANESSA KATHRYN HANKA	2026	$1,240,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$1,940,000
SITE VALUE (SV):	$1,240,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 98691994

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 = $6,810.00

Taxable Value = $1,240,000

Calculated as $4,650 plus ($1,240,000 - $1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $19,400.00

Taxable Value = $1,940,000

Calculated as $1,940,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 98691994

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: 98691994

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 updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / JACKELLA GROUP PTY LTD (ATF LINAKER FAMILY TRUST) TF

Your Reference:	6346
Certificate No:	98691994
Issue Date:	15 APR 2026
Enquires:	ESYSPROD

Land Address: 15 JONES ROAD TYABB VIC 3913

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43559579	3	533837	11974	224	$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$1,940,000
SITE VALUE:	$1,240,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98691994

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / JACKELLA GROUP PTY LTD (ATF LINAKER FAMILY TRUST) TRADING AS AMITY CONVEYANCING

Your Reference:	6346
Certificate No:	98691994
Issue Date:	15 APR 2026

Land Address: 15 JONES ROAD TYABB VIC 3913

Lot	Plan	Volume	Folio
3	533837	11974	224

Vendor: VANESSA PEARCE (FORMERLY HANKA) & ROBERT PEARCE

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 98691994

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 98691991

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: 98691991

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.

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

nepean

Nepean Building Permits
ABN 35 264 254 279
ACN 103 281 527

1-5 / 1283 Point Nepean Road
PO Box 2234
Rosebud Victoria 3939

nbp Nepean Building Permits

E: info@nepeanbuildingpermits.com.au T: 03 5986 2466 F: 03 5986 2045 www.nepeanbuildingpermits.com.au

BUILDING PERMIT – No. 201847047/0

Form 2
Building Act 1993
Building Regulations 2018
Regulation 37(1)

Issued to:
Agent: Robert Pearce & Vanessa Hanka
Address: 2 Grosvenor Street
FRANKSTON SOUTH, VIC 3199
Contact: Robert Pearce & Vanessa Hanka
Email: vhanka@outlook.com
Phone: 0429 114 392

Owner: Robert Pearce & Vanessa Hanka
Address: 2 Grosvenor Street
FRANKSTON SOUTH, VIC 3199
Contact: Robert Pearce & Vanessa Hanka
Email: vhanka@outlook.com
Phone: 0429 114 392

Address for serving or giving of documents:
2 Grosvenor Street
FRANKSTON SOUTH VIC 3199

Builder: Robert Pearce & Vanessa Hanka
Address: 2 Grosvenor Street
FRANKSTON SOUTH, VIC 3199
Contact: Robert Pearce & Vanessa Hanka
Email: vhanka@outlook.com
Phone: 0429 114 392

This builder is specified under section 24B(6) of the Building Act 1993 for the building work to be carried out under this permit.
Natural person for service of directions, notices and orders (if builder is a body corporate) as noted above.

Property Details:

Number:	Street/Road:	City/Suburb/Town:	Postcode:
15	Jones Road	TYABB	3913

Municipal district: Mornington Peninsula Shire Council
Lot/s: 3 **LP/PS:** PS533837 **Volume:** 11974 **Folio:** 224
Crown Allot: **Section:** **Parish:** Tyabb **County:** Mornington

Nature of Building Work:
Construction of Dwelling
Construction of Shed & Carport

Building Classification:
1ai
10a

Date of Issue of permit: 13/02/2019
Relevant Building Surveyor: Daniel Rea
Registration No: BS-U 15109 **Signature:**

nepean

Nepean Building Permits
ABN 35 264 254 279
ACN 103 281 527

1-5 / 1283 Point Nepean Road
PO Box 2234
Rosebud Victoria 3939

nbp Nepean Building Permits

E: info@nepeanbuildingpermits.com.au T: 03 5986 2466 F: 03 5986 2045 www.nepeanbuildingpermits.com.au

BUILDING PERMIT – No. 201847047/0

Stages of Building Work Permitted: As shown on the approved plans
Cost of building work: $400,000
Total Floor Area of New Building Works in m²: 277.0

Storeys contained: 1
Effective height: N/A
Version of BCA applicable to permit: BCA 2016 Volume 2
Rise in storeys: N/A
Type of construction: N/A

Inspection Requirements:
The mandatory notification stages are:
Stump Holes Prior to Pouring Concrete
Retaining Wall Post Holes
Framework Prior to Covering
Final

Occupation or Use of a Building:
An Occupancy Permit is required prior to the occupation or use of this building.
If an occupancy permit is required, the permit is required for the whole of the building in relation to which then building work is carried out.

Commencement and Completion:
This building work must commence by: 13/02/2020
If the building work to which this building permit applies is not commenced by this date, this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by: 13/02/2021
If the building work to which this building permit applies is not completed by this date, this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Practitioner or architect engaged to prepare documents for this permit:

Practitioner Name	Category/Class	Registration no.
Raymond Basile	EC	25453
Geoffrey Holland	EC	1268
Jay Ung	DP-AD	41902

Date of Issue: 13/02/2019
Relevant Building Surveyor: Daniel Rea
Registration No: BS-U 15109
Signature:

nepean

Nepean Building Permits
ABN 35 264 254 279
ACN 103 281 527

1-5 / 1283 Point Nepean Road
PO Box 2234
Rosebud Victoria 3939

E: info@nepeanbuildingpermits.com.au T: 03 5986 2466 F: 03 5986 2045 www.nepeanbuildingpermits.com.au

nbp Nepean Building Permits

BUILDING PERMIT – No. 201847047/0

Details of Relevant Planning Permit
Planning Permit No: P18/0888

Date of grant of planning permit: 3/01/2019

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

Reporting Authority	Matter Reported On or Consented To	Regulation No.
Council	Construction of buildings on land liable to flooding	reg. 153(2)

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

Permit Conditions:
This permit is subject to the following conditions:

1 This is a Bushfire Prone Site and construction to comply with AS 3959-2009 for BAL 12.5.

2 Appropriate signage must be displayed at the front of the property visible to the public advising: Builders Name, Reg Number, contact details, Building Permit number and date of issue. Building Surveyors name, Reg Number and contact details.

3 Protection against infestation by termites to be provided in accordance with AS3660.1 and certificates of installation submitted.

4 Note: It is the owner/builder's responsibility to ensure that endorsed plans are kept on site during construction. These plans must be made available to relevant contractors at all times, to ensure compliance.

5 Prior to Final Certificate or Occupancy Permit provide certification that the building complies with Part 3.12 and/or Energy Report and permit documentation.

Date of Issue: 13/02/2019
Relevant Building Surveyor: Daniel Rea
Registration No: BS-U 15109 **Signature:**

nepean

Nepean Building Permits
ABN 35 264 254 279
ACN 103 281 527

1-5 / 1283 Point Nepean Road
PO Box 2234
Rosebud Victoria 3939

nbp Nepean Building Permits

E: info@nepeanbuildingpermits.com.au T: 03 5986 2466 F: 03 5986 2045 www.nepeanbuildingpermits.com.au

OCCUPANCY PERMIT – No. 201847047/0

Building Details: Building / Part of Building to which Permit Applies	Permitted Use	BCA Class	Maximum Floor Live Load	Maximum Number of People to be accommodated
Construction of Dwelling	Residential	1ai	1.5	N/A
Construction of Shed & Carport	Residential	10a	N/A	N/A

Storeys contained	Rise in storeys (for Class 2-9 buildings)	Effective height (for Class 2-9 buildings)	Type of construction (for Class 2-9 buildings)
1	N/A	N/A	N/A

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

Reporting Authority	Matter Reported On or Consented To	Relevant Regulation No.
Council	Construction of buildings on land liable to flooding	reg. 153(2)

Conditions to which this permit is subject:
Occupation is subject to the following conditions-

1 This property is within an area designated as termite prone and the building works carried out under this permit have been protected in accordance with AS3660.1, 'Termite Management'. The property owner is to ensure that regular inspections are carried out by competent experienced pest control operator and the advice of that operator is adhered to. The owner is also to ensure compliance with AS3660 is maintained for the life of the building.

Mandatory Inspections	Date Approved
Retaining Wall Post Holes	21/02/2019
Stump Holes Prior to Pouring Concrete	26/03/2019
Sub Floor Prior to Covering	2/04/2019
Framework Prior to Covering	26/04/2019
Stump Holes Prior to Pouring Concrete	14/05/2019
Sub Floor Prior to Covering	24/05/2019
Final	6/04/2020

Suitability for occupation
At the date this occupancy permit is issued, the building/place of public entertainment to which this permit applies is suitable for occupation.

Date of Issue: **21/04/2020**
Relevant Building Surveyor: **Daniel Rea**
Registration No: **BS-U 15109** **Signature:**

HIA INSURANCE SERVICES PTY LTD
4 / 70 Jolimont Street
Jolimont VIC 3002
www.hiainsurance.com.au
1800 633 467

Domestic Building Insurance

Certificate of Insurance

Robert PEARCE, Vanessa PEARCE

PO Box 904
BERWICK
VIC 3806

Policy Number:
C426026

Policy Inception Date:
26/03/2019

Builder Account Number:
013712

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

Policy Schedule Details

Domestic Building Work:	**C04: Alterations/Additions/Renovations - Structural**
At the property:	**15 Jones Rd TYABB VIC 3913 Australia**
Carried out by the builder:	**HARKAWAY HOMES PTY LTD**
Builder ACN:	**128943251**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s):	**Robert PEARCE, Vanessa PEARCE**
Pursuant to a domestic building contract dated:	**22/01/2018**
For the contract price of:	**$ 165,798.00**
Type of Cover:	**Cover is only provided if HARKAWAY HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is:	**$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is:	**20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Date Generated:26/03/2019
OFFICE USE ONLY: COI-0717-1

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

VICTORIA State Government

HIA INSURANCE SERVICES PTY LTD
4 / 70 Jolimont Street
Jolimont VIC 3002
www.hiainsurance.com.au
1800 633 467

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

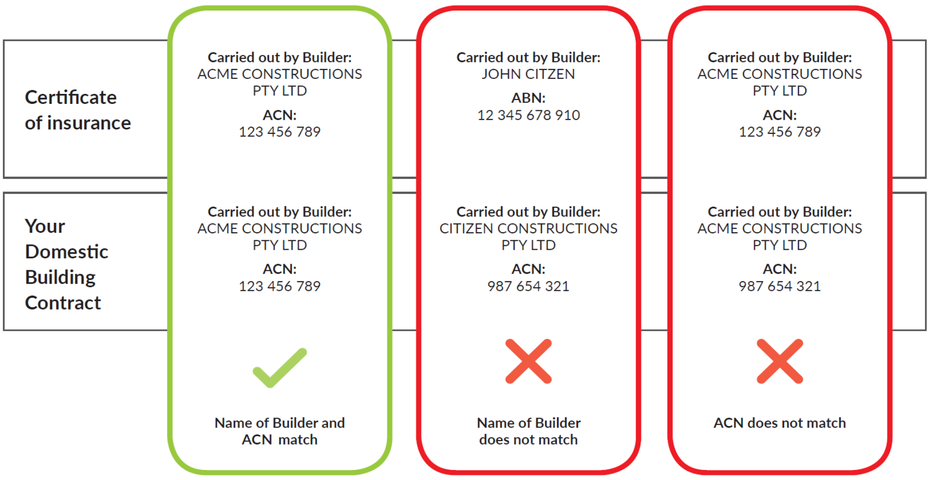
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$435.00**
GST:	**$43.50**
Stamp Duty:	**$47.85**
Total:	**$526.35**

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Issued by Victorian Managed Insurance Authority

Date Generated:26/03/2019
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Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

VICTORIA State Government

Form 17
Regulation 200
Building Act 1993
Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property Details

Number: **15** Street/Road: **Jones Road** Suburb: **Tyabb** Postcode: **3913**
Lot/s: **3** LP/PS: **533837T** Volume: **11974** Folio: **224**
Crown allotment: **49 (PT)** Section: No **N/A** Parish: **Tyabb** County: **N/A**
Municipal District: **Mornington Peninsula Shire**

Building permit details

Building permit number: **CBS-U 61050/2313218956983**
Version of BCA applicable to building permit: **2019**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Swimming pool & safety barriers only	Swimming Pool	10b

Conditions of Certificate of Final Inspection
Following are conditions of the Certificate of Final Inspection for this project and are required to be complied with.

1. *Where cartridge filters are installed and pool water remains in a loop, it is the RESPONSIBILITY OF THE PROPERTY OWNER to ensure that the pool is drained/emptied/backwashed to a legal point of discharge (consult council and the relevant water authority prior to any draining or backwashing of the pool for specific drainage requirements). A water tanker (or similar method) will be required to pump out pool water and dispose of lawfully should a relevant authority object to the use of their infrastructure for pool emptying/draining/backwashing purposes.*

2. *EMPTYING OF SWIMMING POOL - Written approval must be obtained from the relevant authority (Water authority - sewer /Council - stormwater drainage system) in the event of emptying the pool/spa prior to any water removal/discharge into an authority asset (sewer/stormwater drain). Where written relevant authority approval is unattainable, the pool/spa water must be pumped into a water tanker truck (or similar) for lawful disposal at owner's expense.*

3. *The property owner(s) is responsible for the ongoing maintenance of the surface water drainage system to manage storm water runoff associated with swimming pool/spa area impervious surfaces to the legal point of discharge via the existing on-site storm water system. It is essential to ensure water runoff is drained from the pool/paved area and not allowed to pond or run-off into any adjoining property(s).*

4. *This certificate is evidence of compliance with AS 1926-2012 Swimming pool safety at the time of inspection only. It is the responsibility of the property owner/occupier to ensure the on going compliance and maintenance of the safety barrier (including regular gate adjustments & vegetation trimmed to maintain all 900 non-climbable zones). Any alteration to the swimming pool/spa safety barrier in the future will require a building permit before proceeding with any works.*

5. *Trees should not be planted (or removed) close to the pool without engineering advice and if planted must be given adequate water during extended periods of dry weather.*

6. *An occupier of the land on which a swimming pool or spa is located must take all reasonable steps to ensure that any gate or door forming part of a barrier restricting access to the swimming pool or spa remains closed except when a person is entering or leaving the part of the land on which the swimming pool or spa is located. A person who opens a gate or door forming part of a barrier restricting access to the swimming pool or spa must ensure that the gate or door is closed immediately after entering or leaving the part of the land on which the swimming pool or spa is located.*

7. *The owner of the land on which a swimming pool or spa is located must take all reasonable steps to ensure that a barrier restricting access to the swimming pool or spa is properly maintained.*

8. *An occupier of the land on which a swimming pool or spa is located must take all reasonable steps to ensure that a barrier restricting access to the swimming pool or spa is operating effectively.*

9. *The property owner is responsible for the ongoing maintenance of trees and plants in close proximity to the swimming pool safety barrier to ensure that they are well maintained and do not grow in such a manner that footholds or handholds that may facilitate climbing are created.*

No evidence has been provided to nor sighted by Black&White Building Surveying Services to confirm swimming pool / spa has been equipotentially bonded/earthed in accordance with AS/NZS 3000:2018 - Electrical installations (known as the Australian/New Zealand Wiring Rules). This is not a building regulatory requirement however is now a requirement under AS/NZS 3000:2018 - Electrical installations (known as the Australian/New Zealand Wiring Rules) to protect the swimmer from the effects of electricity under fault conditions. Please contact an appropriately qualified electrician should you wish to retrospectively install or enquire as to whether your pool/spa has been equipotentially bonded/earthed. Be sure to obtain an electrical certificate for your records from the suitably qualified electrician as evidence that the pool/spa has been equipotentially bonded/earthed if such should be the case.

Maintenance determination

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

Directions to fix building work

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

Relevant building surveyor

Name:	**Mark Wales**
Company:	**Black&White Building Surveying Services**
Address:	**PO Box 696 Brentford Square VIC 3131**
Email:	**enquiries@blackandwhitebs.com.au**
Building practitioner registration no.:	**CBS-U 61050**
Municipal district name:	**Mornington Peninsula Shire**
Certificate no.	**CBS-U 61050/2313218956983**
Date of issue:	**28 July 2026**
Date of final inspection	**24 July 2026**

SP01888/20
19 November 2024

MORNINGTON PENINSULA Shire

Vanessa K Hanka & Robert K Pearce
15 Jones Road
TYABB VIC 3913

Dear Vanessa K Hanka & Robert K Pearce,

CONFIRMATION – REGISTRATION AND CERTIFICATE OF COMPLIANCE SUBMITTED
RE: 15 Jones Road TYABB VIC 3913 – SP01888/20

Pursuant to Building Regulation 147V, I am writing to acknowledge the submission of your Registration and Form 23 Certificate of Compliance with Council.

The next Certificate of Compliance is due to be lodged with Council no later than **18 November 2028**. Please note that the next Certificate of Compliance must be no older than 30 days at the time of lodgement and be accompanied by the applicable fee.

Important information for your inspector relevant to your next inspection:		
Structure Type:	Construction date of pool/spa:	Applicable barrier standard:
Swimming Pool	**21 October 2020**	**AS1926.1 - 2012**

To submit your next Certificate of Compliance, please visit our website or scan the **QR Code** below which will take you directly to our online lodgement portal.

Alternately, you can make payment over the phone by calling 1300 850 600 and posting your Certificate of Compliance into Council. Please include a covering letter with the receipt number clearly noted.

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

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

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

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

Yours faithfully,

Mathew Hopwood-Glover
Municipal Building Surveyor
Mornington Peninsula Shire Council

Submit Certificate of Compliance to Council

MORNINGTON PENINSULA
Shire

FORM 23
Regulations 147Y(4), 147ZB(2)
Sch 4 | S.R No. 116/2019 | Reg 15
Building Act 1993 – Building Regulations 2018

Black & White BUILDING SURVEYING SERVICES

CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Issued to:
Name of owner of the land (the ***property***) on which the swimming pool or spa is located:
Vanessa Hanka & Robert Pearce
Postal address: **15 Jones Road Tyabb VIC 3913 Australia**
Telephone number: **0429 114 392**
Email address: **vkpearce@outlook.com**

Property details:

Number **15**	Street **Jones Road**	Suburb **TYABB**	Postcode **3913**
Lot/s **3**	LP/PS **533837T**	Volume **11974**	Folio **224**
Crown allotment **49 (**PT)	Section **N/A**	Parish **Tyabb**	County **N/A**

Municipal District **Mornington Peninsula Shire**

Type of swimming pool or spa: **Permanent Swimming Pool**
Date of construction of the swimming pool or spa: **21/10/2020**

Applicable barrier standard: **AS1926.1-2012**
The applicable barrier standard applies under:
- Division 2 of Part 9A of the Building Regulations 2018 ☐
- relevant deemed to satisfy provisions of the BCA ☒
- a performance solution in accordance with the BCA ☐

INSPECTION DETAILS
Date(s) of inspections(s) of the swimming pool or spa barrier: **24/07/2026**

Certificate of compliance
Following inspection of the swimming pool/spa barrier on the date(s) referred to above, I certify that the barrier complies with the applicable barrier standard.

Mark Wales
Black&White Building Surveying Services
ACN : **629 311 342**
Registration Number : **CBS-U 61050**
Signature of RBS :

Date : **29 JULY 2026**

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

Inspector details
Name of registered building practitioner: **Dylan Luxa**
ACN/ARBN **N/A**
Address: **N/A ,**
mail: **dylan@luxabc.com.au**
Building practitioner registration no.: **IN-L 46321**

15 Jones Road, Tyabb, Victoria

Owner Builder Report (Section 137B Report)

Rapid Building Inspections
200 Browns Road, Noble Park North, VIC, 3174
info@rapidbuildinginspections.com.au
www.rapidbuildinginspections.com.au
07 5415 0080

OBR - Owner builder report Section 137B - Owner Builder Report (Section 137B Report)

29 Jul 2026

Report number:	16189028
Inspection Date:	29 Jul 2026
Property Address	15 Jones Road, Tyabb, Victoria
Owner Builder Works	See Description of Works to be Inspected on Page 8

Service

As requested by the Client, RBI has agreed to undertake the inspection, carried out by the Building Consultant, and provide this Owner Builder Defects Report in order to assist the Client with complying with their requirements under section 137B of the Building Act (Owner Builder Construction).

"Client" means the person or persons, for whom the Report was prepared for, including the Owner.

"Building Act" means the Building Act 1993 (Vic).

"Building Consultant" means a person, business or company who is qualified and experienced to undertake an inspection in accordance with Australian Standard AS 4349.0-2007 'Inspection of Buildings' including Appendix C and the Building Act.. The consultant must also meet any Government licensing requirement, where applicable.

"Owner" means the owner of the property identified above.

"Owner Builder Works" means the building works identified in drawings provided or identified to the Building Consultant and RBI by the Owner, or the Client on the Owner's behalf, referred to in the section below titled "Description of Works to be Inspected".

"Rapid Building Inspections" or "RBI" means Rapid Building Inspections Pty Ltd (ABN 75 614 843 131).

"Report" means this Owner Builder Defects Report, including all the terms and conditions, undertaken with respect to the Owner Builder Works, prepared to assist the Owner with complying with their requirements under s 137B of the Building Act.

This Report is not a Pre Purchase Report, but has been carried out on behalf of the owner to assist the owner with fulfilling their obligations under section 137B of the Building Act. While this Report contains the matters that are required under s 137B(2)(a)(i) of the Building Act, the Owner is responsible for ensuring they fully comply with s 137B of the Building Act.

This Owner Builder Defects Report was produced for the exclusive use of the Client. Neither RBI or the Building Consultant, their company or firm are liable for any reliance placed on this report by any third party.

Terms on which this report was prepared

Owner Builder Defects Report (137B Report)

PURPOSE OF INSPECTION

The purpose of this inspection is to provide an Owner Builder Defects Report to the Client regarding the condition of any renovations, extensions or other works undertaken by the Owner as an Owner Builder to assist the Client with fulfilling their obligations under section 137B of the Building Act. This Report only covers the Owner Builder Works as identified to RBI by the Client.

SCOPE OF INSPECTION

This Report only covers or deals with any evidence of, with respect to the Owner Builder Works,: Structural Damage; Conditions Conducive to Structural Damage; any Major Defect in the condition of Secondary Elements and Finishing Elements; collective (but not individual) and the matters that must be covered in a building report that is provided under 137B of the Building Act

Minor Defects; and any Serious Safety Hazard discernible at the time of inspection in connection with the Owner Builder Works. The inspection is limited to the Readily Accessible Areas of the Building & Site (see Note below) and is based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests.

"Structural Damage" means, with respect to the Owner Builder Works, a significant impairment to the integrity of the whole or part of the Structure falling into one or more of the following categories:

(a) Structural Cracking and Movement - major (full depth) cracking forming in Primary Elements resulting from differential movement between or within the elements of construction that form part of the Owner Builder Works,, such as foundations, footings, floors, walls and roofs in this area.

(b) Deformation - an abnormal change of shape of Primary Elements that form part of the Owner Builder Works resulting from the application of load(s).

(c) Dampness - the presence of moisture, which is causing consequential damage to Primary Elements.

(d) Structural Timber Pest Damage - structural failure, i.e. an obvious weak spot, deformation or even collapse of timber Primary

Elements resulting from attack by one or more of the following wood destroying agents: chemical delignification; fungal decay; wood borers; and termites.

"Structure" means the loadbearing part of the building that forms part of the Owner Builder Works, comprising the Primary Elements.

"Primary Elements" means those parts of the building that form part of the Owner Builder Works providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams or columns. The term 'Primary Elements' also includes other structural building elements that form part of the Owner Builder Works -including: those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

"Conditions Conducive to Structural Damage" means noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage in the Owner Builder Works.

"Major Defect" means defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the Owner Builder Works.

"Secondary Elements" means those parts of the Owner Builder Works not providing loadbearing capacity to the Structure, or those nonessential elements which, in the main, perform a completion role around openings in Primary Elements and in connection with the Owner Builder Works in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

"Finishing Elements" means, with respect to the Owner Builder Works, the fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

"Minor Defect" means defect other than a Major Defect.

"Serious Safety Hazard" means any item that may constitute an immediate or imminent risk to life, health or property.

Occupational, health and safety or any other consequence of these hazards has not been assessed.

"Tests" means where appropriate the carrying out of tests in relation to the Owner Builder Works using the following procedures and instruments:

(a) Dampness Tests - additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

(b) Physical Tests - the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

ACCEPTANCE CRITERIA

Unless noted in "Special Conditions or Instructions", the Report assumes that the existing use of the Owner Builder Works, and the building more generally, will continue.

This Report only records the observations and conclusions of the Consultant about the readily observable state of the Owner Builder Works disclosed to Rapid Building Inspections and listed on this report at the time of inspection. The Report therefore cannot deal with:

(a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and

(b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in this Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

LIMITATIONS

The Client acknowledges:

1. A visual only inspection may be of limited use to the Client, particularly where the cause/source of a defect cannot be determined by visible inspection only. In addition to a visual inspection and in order to thoroughly inspect the Readily Accessible Areas of the Owner Builder Works - the consultant may carry out necessary non invasive tests.

2. This Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and Report. Other items or matters may be the subject of a Special-Purpose Inspection Report, which is adequately specified (see Exclusions below).

3. This Report does not include the inspection and assessment of items or matters that do not fall within the Consultant's direct expertise, any areas outside of the Owner Builder Works or that are not required to be inspected in order to meet the requirements of s 137B of the Building Act (unless stated otherwise).

4. The inspection only covered the Readily Accessible Areas of the Owner Builder Works. The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.

5. Australian Standard AS4349.0-2007 Inspection of Buildings, Part 0: General Requirements recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future.

6. This Report was produced for the use of the Client. Neither the Consultant or RBI are liable for any reliance placed on this report by any third party.

7. RBI cannot provide the Client with advice with respect to whether they need to obtain this Report in order to comply with the Building Act. The Client should seek independent professional advice as to whether they are required to comply with s 137B of the Building Act.

8. The Report has been provided with respect to the Owner Builder Works and the Client acknowledges that RBI and the Building Consultant have relied on the information provided by, or on behalf of, the Client in order to identify the Owner Builder Works when preparing this Report. Neither RBI nor the Building Consultant will be liable where the Client or Owner, or anyone acting on their behalf, has incorrectly identified the Owner Builder Works, or provided incorrect information in relation to the Owner Builder Works.

9. The Report only covers the Owner Builder Works and does not consider any other areas of the building. The Report may not cover works related to the Owner Builder Works unless the works are integral to the Owner Builder Works, require a permit or could result in water penetration generally.

10. While the Report contains the matters that are required under s 137B(2)(a)(i) of the Building Act, the Owner is responsible for ensuring they fully comply with all the requirements set out under s 137B of the Building Act.

11. This Report is not a pre-purchase report. It has been provided to assist the owner with fulfilling their obligations under s 137B of the Building Act. Neither the Client nor any purchaser should rely on this Report when considering the full condition of the building.

12. Some works carried out in isolation are not covered by s 137B of the Building Act.

13. This Report is only valid for 6 months from the date of this Report. As per section 137B(2)(a)(ii) of the Building Act, this Report must be obtained not more than 6 months before the relevant person enters into the contract to sell the building.

EXCLUSIONS

The Client acknowledges that this Report does not cover or deal with:

(i) any individual Minor Defect;

(ii) solving or providing costs for any rectification or repair work;

(iii) the structural design or adequacy of any element of construction;

(iv) detection of wood destroying insects such as termites and wood borers;

(v) the operation of fireplaces and chimneys;

(vi) any services including building, engineering (electronic), fire and smoke detection or mechanical;

(vii) lighting or energy efficiency;

(viii) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;

(ix) any appliances such as dishwashers, insinkerators, ovens, stoves and ducted vacuum systems;

(x) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;

(xi) a review of environmental or health or biological risks such as toxic mould;

(xii) unless stated otherwise, whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;

(xiii) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone; ; and

(xiv) any areas outside the Owner Builder Works area.

Any of the above matters may be the subject of a special-purpose inspection report, which is adequately specified and undertaken by an appropriately qualified inspector.

Description of Works to be Inspected

Date of Report:	29 Jul 2026
Building Permit No	201847047/0
Building Permit Issued	13/02/20191
Occupancy Permit No.	201847047/0
Occupancy Permit Issued	22/04/2020
Certificate of Final Inspection No.	Not provided
Certificate of Final Inspection Issued	Not provided
Plans sighted:	Not provided
Prepared by:	Not provided
Drawing No's:	Not provided
Issue No's:	Not provided
Building Surveyor:	Daniel Rae
Building Surveyor Registration:	Unknown
Domestic Building Works covered by this Report:	New house build with a building permit New metal garage / shed - no building permit Pool cabana complete with a Spa Bath - no building permit Tool shed - no building permit Pergola - no building permit Carport - no building permit
Description of Building and Materials used in Construction:	New construction materials, stumps, framing, roofing, windows, weatherboards and fit out items and materials including appliances and heating & cooling systems Carport posts, beams, metal roofing gutters and Downpipes and concrete footings and slab Pergola posts and beams Metal shed frames, cladding, roofing, gutters, down pipes and concrete footings and slab Pool cabana timber framing, posts, metal roofing, weatherboard and trellis cladding, spa bath

The Parties

Pre-engagement inspection agreement number (if applicable):	16189028
Name of Client:	Robert Pearce
Client's email:	robkpearce@yahoo.com.au
Client's telephone number:	0430 426 595

SECTION A RESULTS OF INSPECTION - SUMMARY

This Summary is not the Report. The following Report MUST be read in full in conjunction with this Summary. If there is a discrepancy between the information provided in this Summary and that contained within the body of the Report, the information in the body of the

Report shall override this Summary.

PROPERTY REPORT - SUMMARY

In respect of significant items:

Evidence of Serious Safety Hazards	Was not observed
Evidence of Major Defects	Was observed - see Section D, Item D2 - D21
Evidence of Minor Defects	Was observed - see Section D, item D22
Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected defects including structural damage and conditions conducive to structural damage was considered:	Moderate. See Section C for details

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

For further information including advice on the implementation of a preventative maintenance program see Section G "Important Notes".	Ensure all joins to the wet areas are sealed to reduce the risk of water leaks and penetration
	Ensure all exposed timbers are painted/sealed to prevent the risk of deterioration

If, in the course of this report, any: Magnesite; and/or cracks and/or evidence of repaired cracks to:

a) masonry construction,

b) concrete slabs, or

c) load bearing walls are observed,

the inspector must recommend a structural engineer be instructed to inspect and provideappropriate advice and recommendations.

Additionally, if in the course of this report any External Timber Structures that form part of the Owner Builder Works and are observed (i.e. deck, balcony, pergola etc.), the Report must recommend:

a) a detailed analysis of the condition and structural stability of the ExternalTimber Structure by a structural engineer;

b) if people are likely to use the External Timber Structure, that care is taken not

to overload the External Timber Structure.

Please note this is a requirement from our insurer.

SECTION B GENERAL

The records of the appropriate local authority should be checked to determine or confirm:

- whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip or tidal inundation, or if it is flood prone;
- the status of the property and services (e.g. compliance of the building with the provisions of any building Act, code, regulation or by-laws); and
- whether council has issued a building certificate or other notice for the dwelling.

Where appropriate, legal advice (e.g. from a solicitor) should be sought to explain title and ownership matters and to deal with matters concerning easements, covenants, restrictions, zoning certificates and all other law-related matters.

GENERAL DESCRIPTION OF THE PROPERTY

Residential building type:	Detached house
Number of storeys:	Single storey.
Approximate building age:	8 years
Approximate year when the property was extended (if applicable):	2 years
Siting of the building:	Towards the middle of a large block.
Gradient:	The land is sloping
Site drainage:	The site appears to be adequately drained.
Access:	Easy pedestrian and vehicular access
	Off-street parking
Main utility services:	The following services were connected:
	Electricity
	Gas
	Sewer
	Water
Occupancy status:	Occupied and fully furnished
Orientation (to establish the way the property was viewed):	The facade of the building faces the street
Prevailing weather conditions at the time of inspection:	Dry

Primary method of construction

Floor construction:	Suspended timber frame
Wall construction:	Timber cladding
Roof construction:	Metal sheeting

Other (timber) building elements:	Architraves Cabinets Cladding Decking Doors Fascias/Barges Flooring Mouldings Patios Reveals Skirtings Windows
Additional Details:	Additional non-permitted works are: Carport Shed / garage Pool cabana Pergola
Overall standard of construction:	Reasonable
Overall quality of workmanship and materials:	Reasonable
Level of maintenance:	Reasonably maintained

Incomplete Construction

Was evidence of the original construction and any alterations or additions to the Owner Builder Works not complete in the work synonymous with construction noted (but does not include building services)?	No evidence found

Note. This is only a general observation/comment except where any part of the building structure is, or is likely to be, at risk due to this condition.

Accommodation & significant ancillaries

Room:

Room Type	Quantity
Bedrooms	4
Bathroom/Ensuite	2
Living room	2
Study	1
Kitchen	1
Laundry	1
Dining Room	1

Parking spaces:

Parking Type	Quantity
Unattached Garage	1
Unattached Carport	1

SECTION C ACCESSIBILITY

The inspection only covered the Readily Accessible Areas of the Owner Builder Works specifically in relation to those works noted in "Description of Works to be Inspected"

"Readily Accessible Areas" means areas with respect to the Owner Builder Works which can be easily and safely inspected without injury to person or property, and are accessible by safe use of a ladder up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry.

(a) accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e. 400 mm high by 600 mm wide); and

(b) areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

"Building & Site" means the Owner Builder Works inspected at the nominated residence together with relevant features that form part of those works including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and stormwater run-off within 30 m of the building.

The inspection did not include areas within the Owner Builder Works area, which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas in relation to the Owner Builder Works, which are not normally accessible, were not inspected and include - but not limited to - the interior of a flat roof or beneath a suspended floor filled with earth. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.

AREAS INSPECTED

The inspection covered the Readily Accessible Areas of the Owner Builder Works	Building Interior
	Building Exterior
Additional comments:	Upper roof was only partially inspected from the ground

STRATA OR COMPANY TITLE PROPERTIES

Was the inspection of a strata or company title property (eg a home unit or townhouse)?	No
Was the inspection limited to assessing the interior or exterior of a particular unit?	Not applicable

OBSTRUCTIONS

Were there any obstructions that may conceal possible defects?	There were no obstructions

Inaccessible areas

Were there any normally accessible areas that did not permit entry?	All normally accessible areas permitted entry

Undetected defect risk assessment

Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected defects with respect to the Owner Builder Works such as structural damage, conditions conducive to structural damage, timber pest attack and conditions conducive to timber pest attack was considered:	Moderate

A further inspection is strongly recommended of areas of the Owner Builder Works that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. For further advice consult the person who carried out this report.

Additional comments:	No recommendations other than remedial work to defects and reinspection

SECTION D PROPERTY REPORT

The following items and matters were reported on in accordance with the Scope of Inspection. For building elements not identified in this condition report, monitoring and normal maintenance must be carried out (see also Section G 'Important note').

SERIOUS SAFETY HAZARDS

As a matter of course, in the interests of safety, and inspection and assessment of the electrical and plumbing/gas installations should be carried out by a suitably qualified person.

D1 Serious safety hazards: Evidence of any item or matter (within the Consultant's expertise) that may constitute a present or imminent serious safety hazard:	No evidence was found

INSIDE CONDITION - MAJOR DEFECTS

D2 Ceilings that form part of the Owner Builder Works	No evidence of Major Defect was found
D3 Internal Walls that form part of the Owner Builder Works	No evidence of Major Defect was found
D4 Floors that form part of the Owner Builder Works	No evidence of Major Defect was found
D5 Internal Joinery (e.g. doors, staircase, windows and all other woodwork, etc) that form part of the Owner Builder Works	No evidence of Major Defect was found
D6 Built-in fittings (built in kitchen and other fittings, not including the appliances) that form part of the Owner Builder Works	No evidence of Major Defect was found
D7 Bathroom fittings that form part of the Owner Builder Works	No evidence of Major Defect was found

D8 Other inside detail (e.g. fireplaces, chimney breasts and the outside of flues) that form part of the Owner Builder Works	No evidence of Major Defect was found
D9 Roof space that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D10 Subfloor space that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection

OUTSIDE CONDITION - MAJOR DEFECTS

D11 External walls that form part of the Owner Builder Works	No evidence of Major Defect was found
D12 Windows that form part of the Owner Builder Works	No evidence of Major Defect was found
D13 External doors (including patio doors) that form part of the Owner Builder Works	No evidence of Major Defect was found
D14 Platforms (including verandahs, patios, decks and the like) that form part of the Owner Builder Works	No evidence of Major Defect was found
D15 Other external primary elements that form part of the Owner Builder Works	The following evidence of Major Defects was found

Primary Element Defects

Details of Major Defect	Non-compliant roofing items
Details of Major Defect	Metal roof sheets not extending into gutter the required 50 mm Missing gutters and Down-pipes
Photo(s) of Defect	

D16 Other external secondary & finishing elements that form part of the Owner Builder Works	No evidence of Major Defect was found
D17 Roof exterior (including roof covering, penetrations, flashings) that form part of the Owner Builder Works	The following evidence of Major Defects was found

Roof Exterior Defects

Details of Major Defect	Missing or incomplete/insufficient flashings to parts. Recommend engaging a roof plumber to rectify to reduce the risk of water leaks and damage to the building.
Details of Major Defect	Metal roof sheeting in several locations did not extend into gutter the required 50 mm especially the carport and cabana roofs One down pipe on the garage / shed did not have a proper spreader or down pipe fitted onto the lower roof The cabana was missing flashing / cappings and guttering / down pipes
Photo(s) of Defect	

D18 Rainwater goods that form part of the Owner Builder Works	No evidence of Major Defect was found
D19 The grounds that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D20 Walls & fences that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D21 Outbuildings that form part of the Owner Builder Works	The following evidence of Major Defects was found

Outbuilding Defects:

Details of Major Defect	Missing flashings to the roof. Recommend engaging a roof plumber to install flashings to reduce the risk of water leaks and damage. No gutters or downpipes installed. Recommend installing gutters and downpipes and connecting them to the stormwater system to reduce the risk of footing movement and other moisture related issues. Recommend engaging a plumber for further advice.
Details of Major Defect	As previously listed
Photo(s) of Defect	







MINOR DEFECTS

D22 Minor defects: There are ______ Minor Defects. Monitoring and normal maintenance must be carried out (see also Section F 'Important note').	A few
Comments on Minor Defects	Silicone sealant incomplete to laundry trough

Minor Defect Photos

Photo

SECTION E CONCLUSION

Your attention is drawn to the advice contained in the Terms and Conditions of this Report including any special conditions or instructions that need to be considered in relation to this Report.

PROPERTY REPORT

The incidence of Major Defects in the Owner Builder Works in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered:	Average
The incidence of Minor Defects in this property in comparison to the average condition of similar building works of approximately the same age that have been reasonably well maintained was considered:	Average
In conclusion, following the inspection of surface work in the readily accessible areas of the Owner Builder Works, the overall condition of the works relative to the average condition of similar works of approximately the same age that have been reasonably well maintained was considered:	Average

SECTION F IMPORTANT NOTES

OWNER BUILDER REPORT - IMPORTANT NOTE

Australian Standard AS4349.0-2007 *Inspection of Buildings, Part 0: General Requirements* recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future. Accordingly, a preventative maintenance program should be implemented for the Owner Builder Works area which includes systematic inspections, detection and prevention of incipient failure. Please contact the Consultant who carried out this inspection for further advice.

SECTION G ADDITIONAL COMMENTS

Additional comments	There are no additional comments
Additional Inspections Recommended	Plumbing
	Structural Engineering
	Council Compliance
	Fire Alarm/smoke Alarm technician

SECTION H ANNEXURES TO THIS REPORT

Annexures to this report	The following are attached
Annexures	Additional photos added for reference

Annexure Photos

Photo





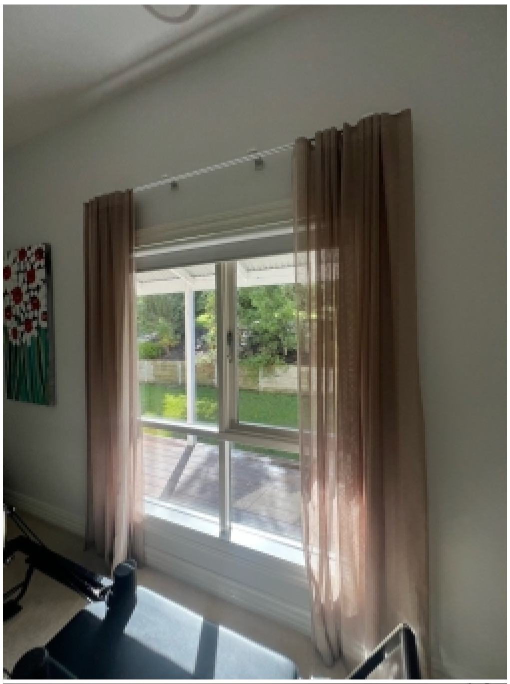


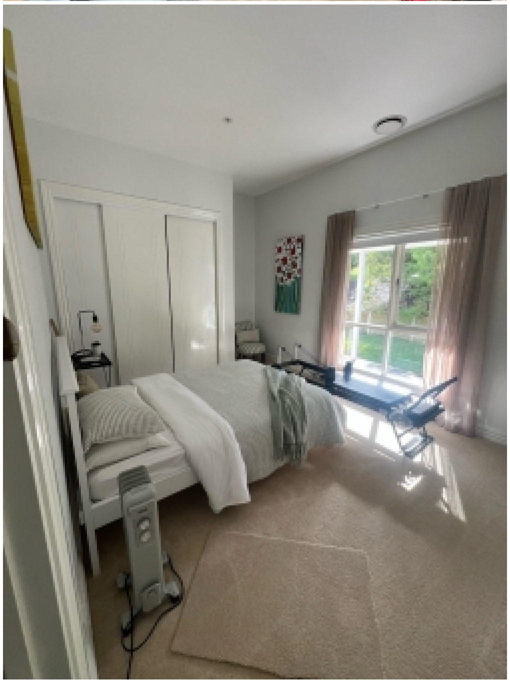


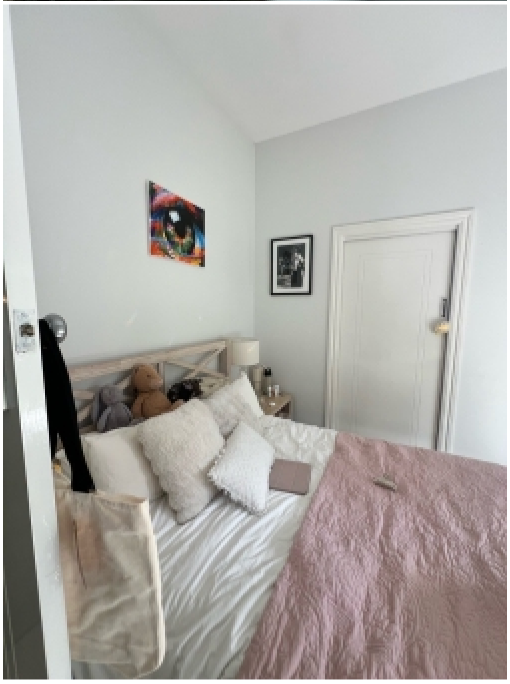


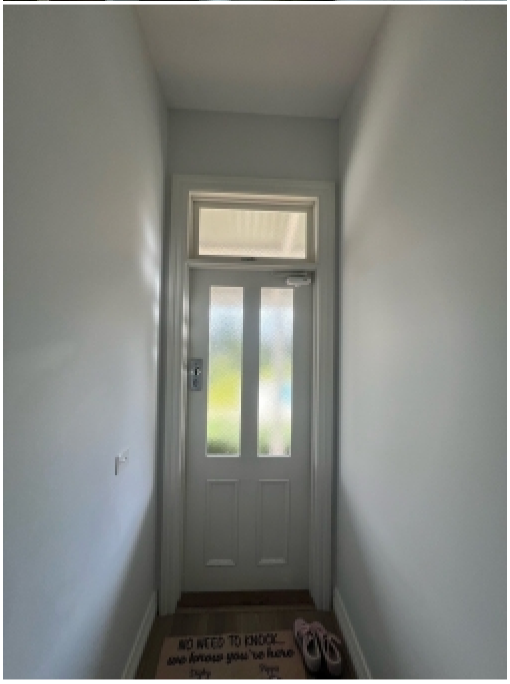


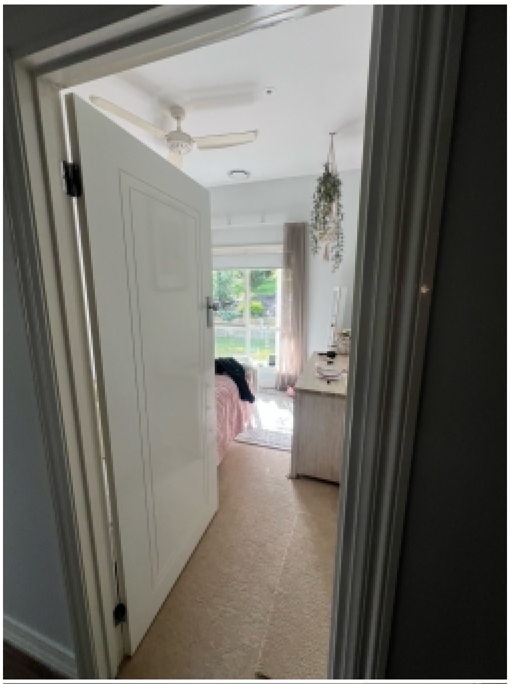
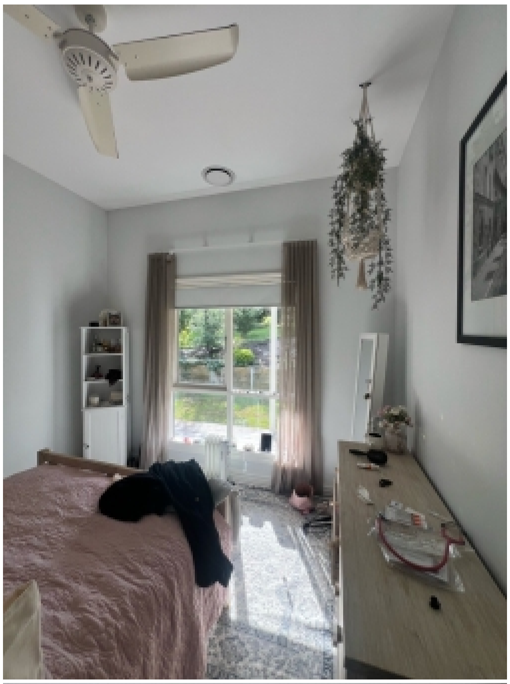
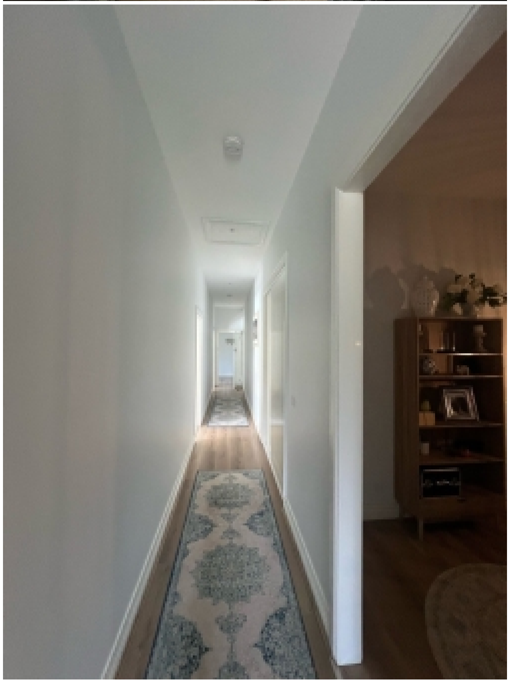
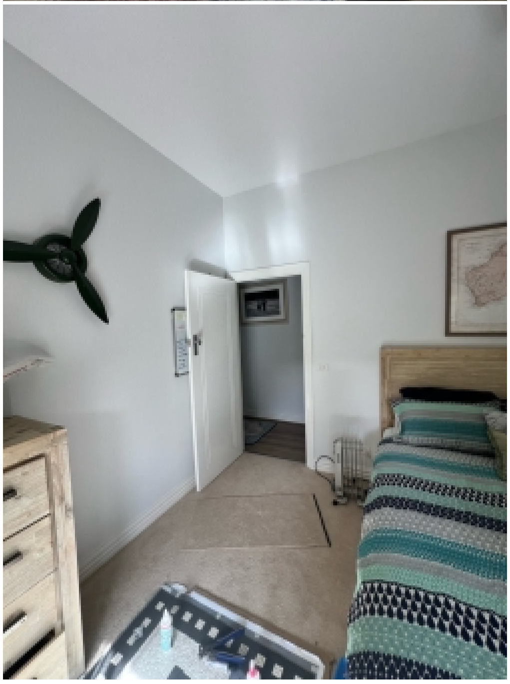


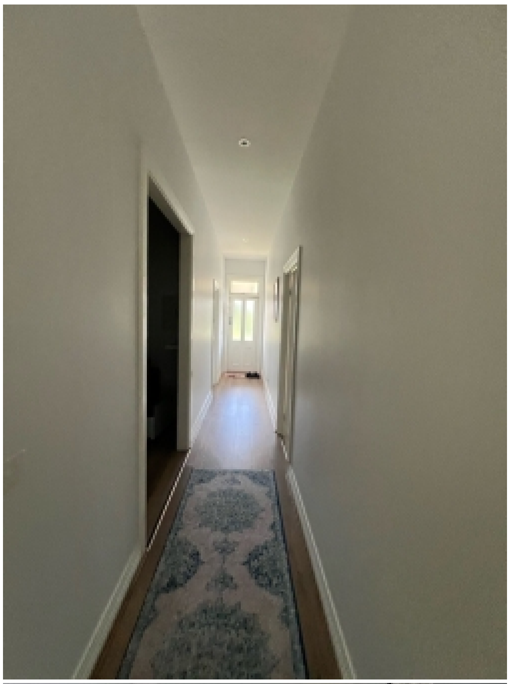



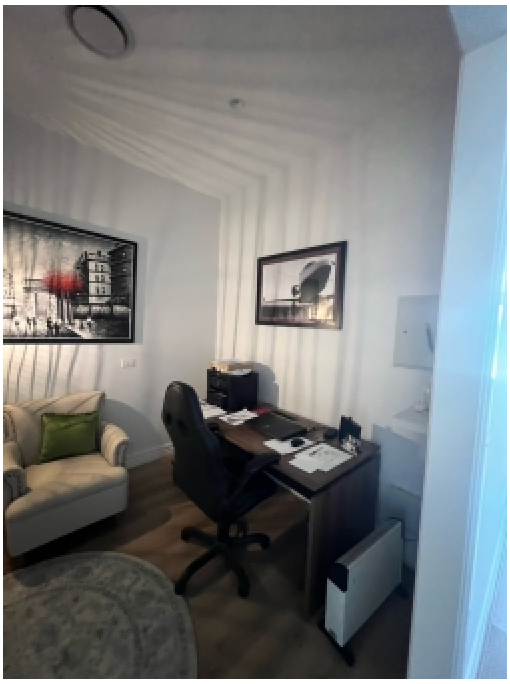


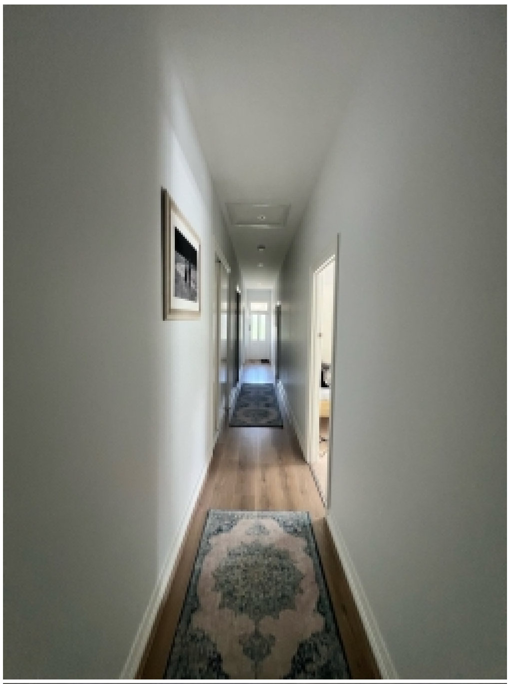



NO NEED TO KNOCK...
we know you're here

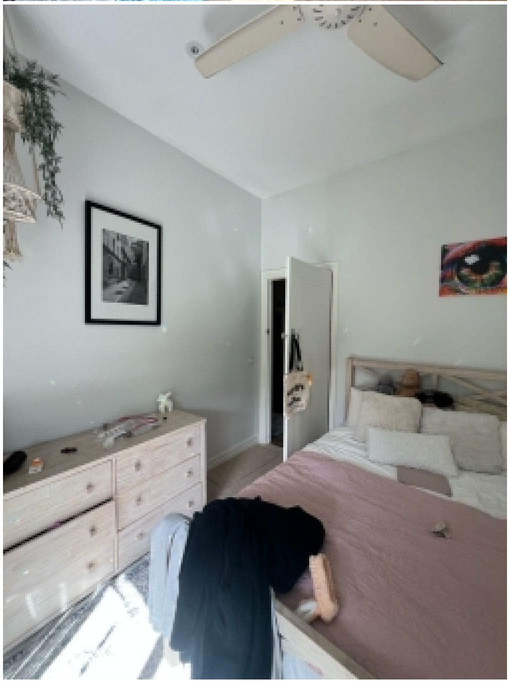
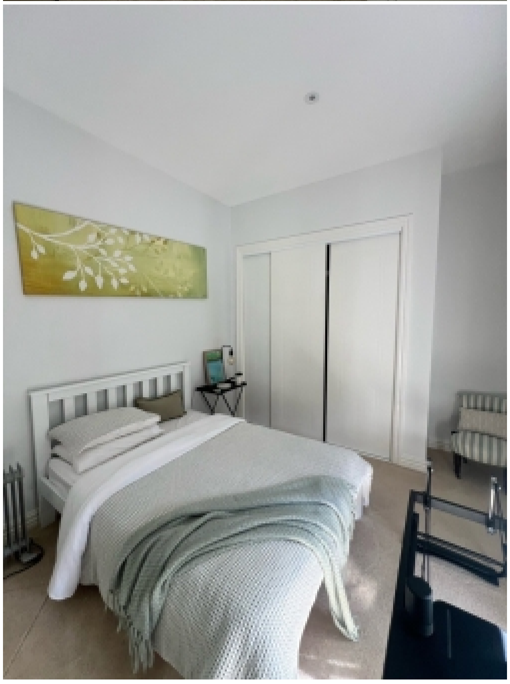





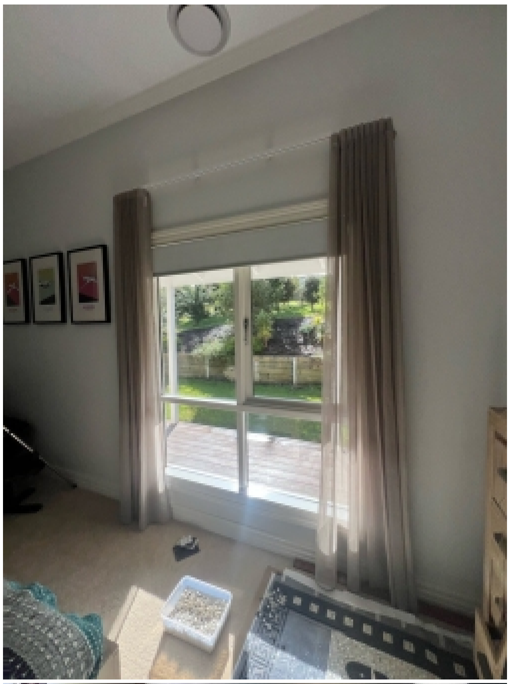


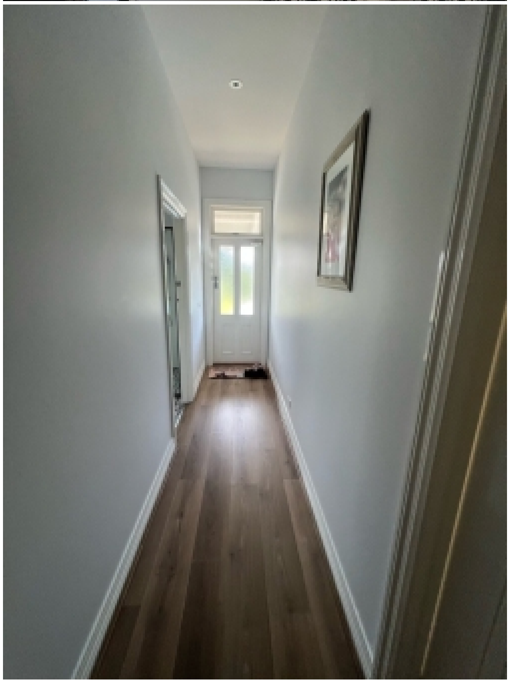






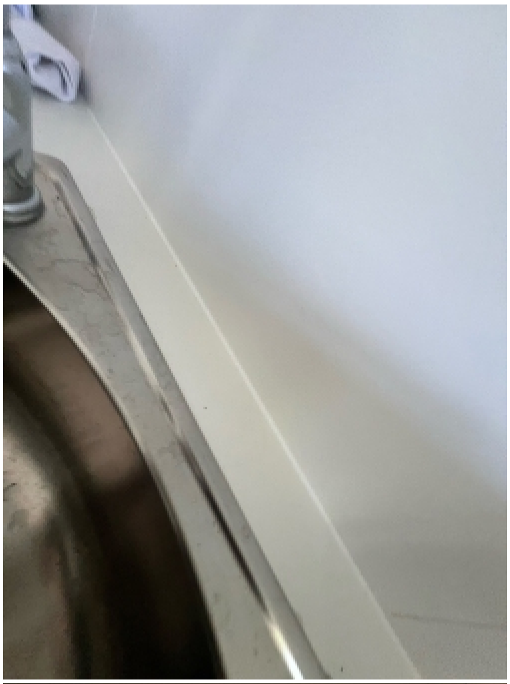



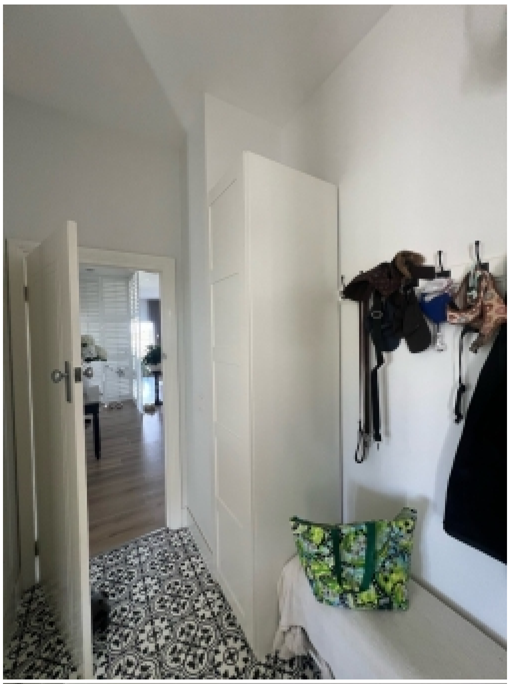


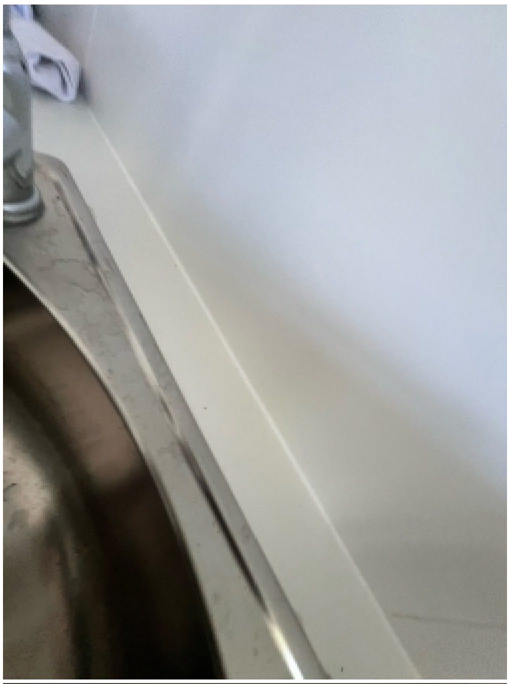



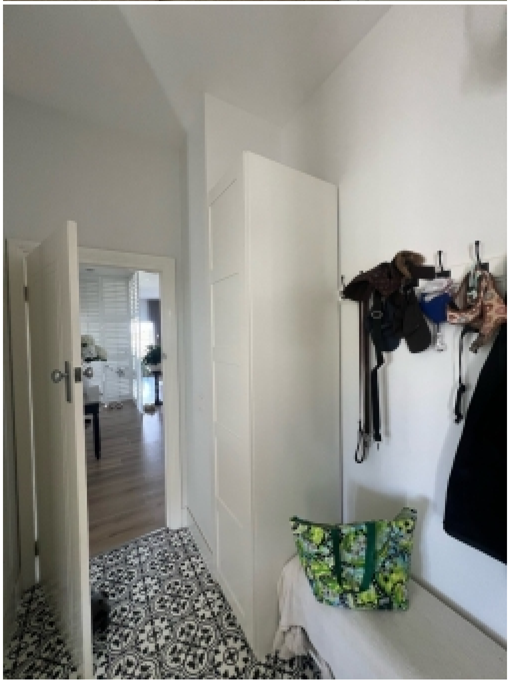










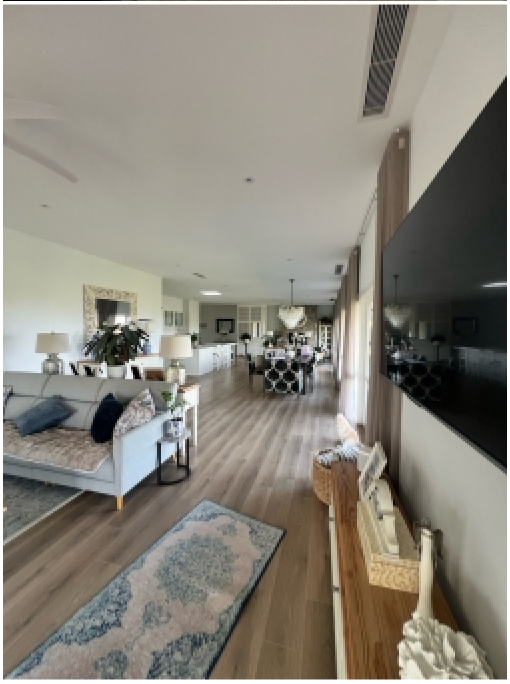



Photo Comments	Additional photos added for reference

SECTION I CERTIFICATION

This document certifies that the Owner Builder Works described in this Report has been inspected by the Building Consultant in accordance with the level of service requested by the Client and the Terms and Conditions set out in this Report, and in accordance with the current edition of the Report Systems Australia (RSA) Handbooks Standard Property Inspection Reports 'Uniform Inspection Guidelines for Building Consultants' & Timber Pest Detection Reports 'Uniform Inspection Guidelines for Timber Pest Detection Consultants'.

Inspector Name:	William Pym
Licence No:	IN-U 1159
Inspector Phone	0486 008 845
Inspector Email	william.pym@rapidbuildinginspections.com.au

Inspector's Signature:	
Date of Issue:	29 Jul 2026

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1278779

APPLICANT'S NAME & ADDRESS

SARA C/- LANDATA

DOCKLANDS

VENDOR

PEARCE, ROBERT KENT

PURCHASER

N A, N A

REFERENCE

6346

This certificate is issued for:

LOT 3 PLAN PS533837 ALSO KNOWN AS 15 JONES ROAD TYABB
MORNINGTON PENINSULA SHIRE

The land is covered by the:
MORNINGTON PENINSULA PLANNING SCHEME

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

The land:

- is included in a	LOW DENSITY RESIDENTIAL ZONE
- is within a	VEGETATION PROTECTION OVERLAY - SCHEDULE 1
and a	DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 6
- and abuts a	TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD

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

- is included in a	LOW DENSITY RESIDENTIAL ZONE - SCHEDULE 7 - C219morn
- is within a	AREA TO BE DELETED FROM A DESIGN AND DEVELOPMENT OVERLAY - C219morn
and a	DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 53 - C219morn

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/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

04 August 2026

Sonya Kilkenny
Minister for Planning

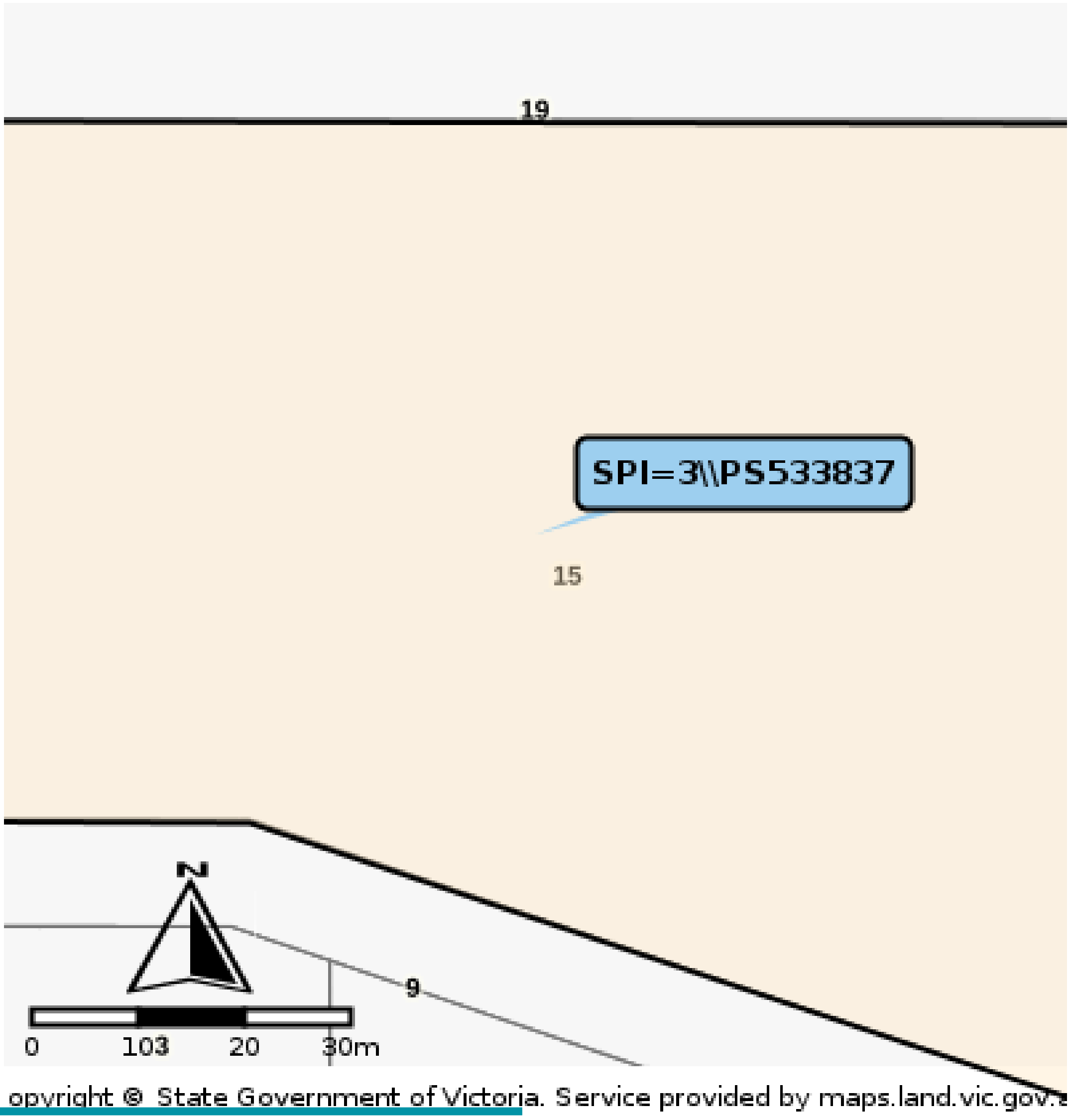
VICTORIA State Government

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

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

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

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



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.

VICTORIA State Government

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 04 August 2026 10:01 AM

PROPERTY DETAILS

Address:	**15 JONES ROAD TYABB 3913**	
Lot and Plan Number:	**Lot 3 PS533837**	
Standard Parcel Identifier (SPI):	**3\PS533837**	
Local Government Area (Council):	**MORNINGTON PENINSULA**	www.mornpen.vic.gov.au
Council Property Number:	**144082**	
Planning Scheme:	**Mornington Peninsula**	Planning Scheme - Mornington Peninsula
Directory Reference:	**Melway 148 C10**	

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**

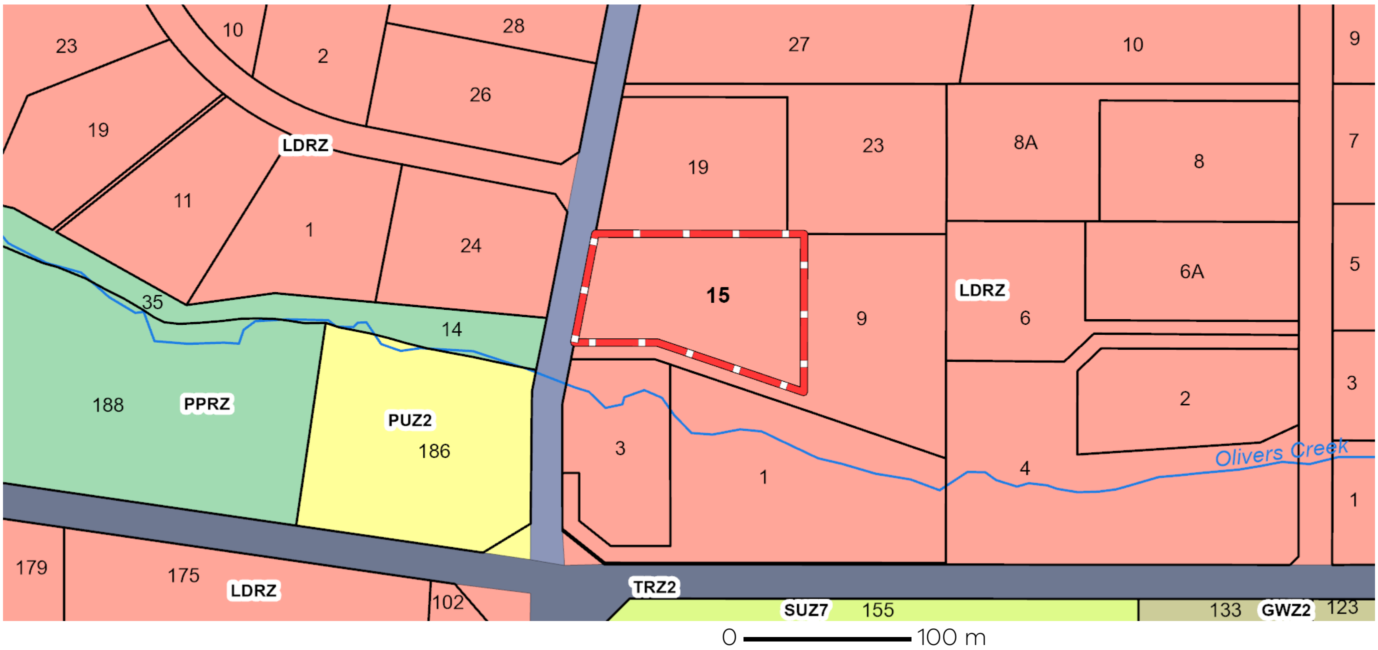
OTHER

Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

LOW DENSITY RESIDENTIAL ZONE (LDRZ)
SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE (LDRZ)



GWZ - Green Wedge	**LDRZ - Low Density Residential**	**PPRZ - Public Park and Recreation**
PUZ2 - Public Use-Education	**SUZ - Special Use**	**TRZ2 - Principal Road Network**
TRZ3 - Significant Municipal Road	**Water course**	

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

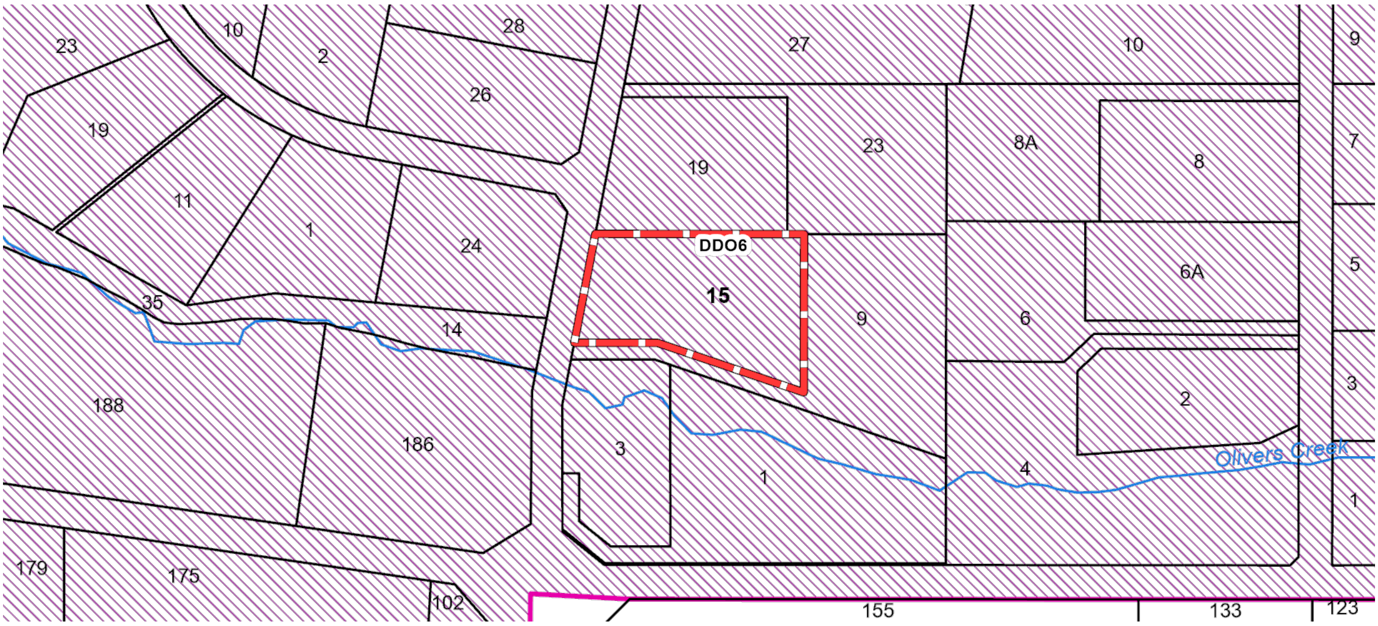
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 6 (DDO6)



DDO - Design and Development Overlay   Water course

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)

VPO - Vegetation Protection Overlay   Water course

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

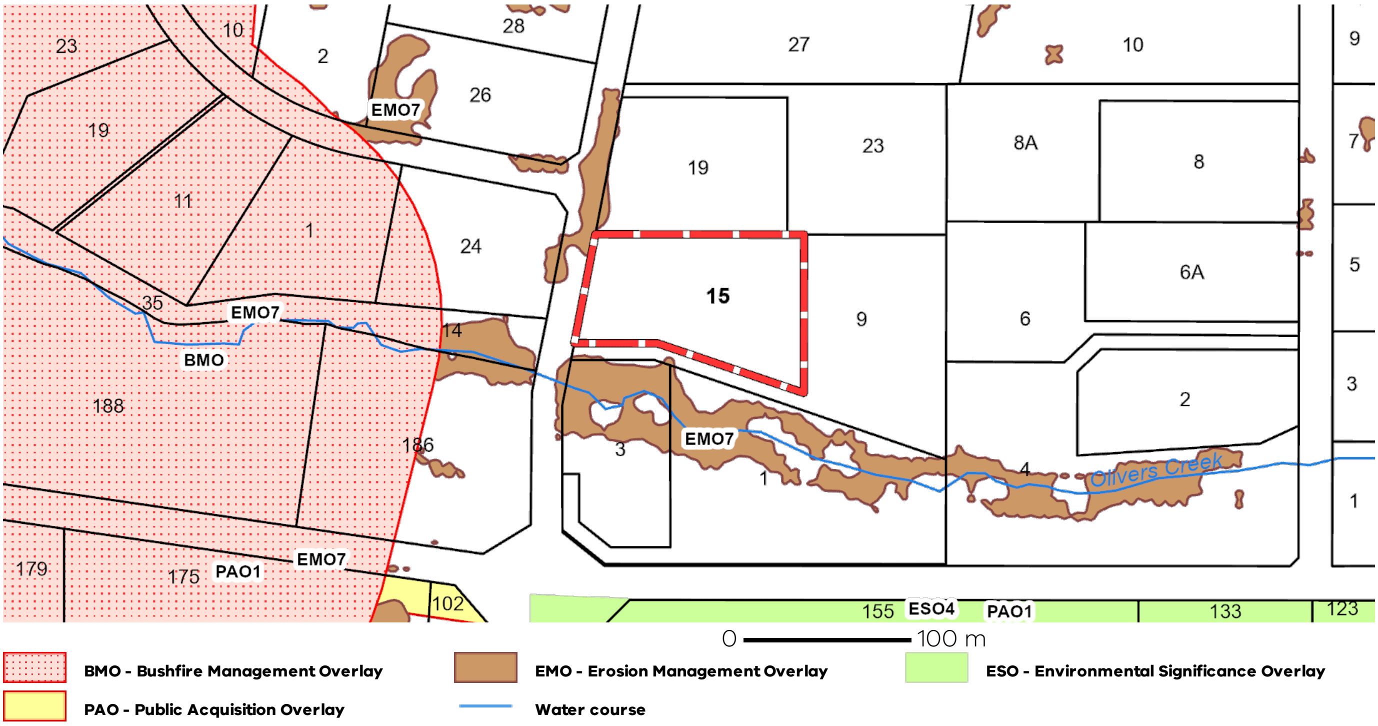
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO)
EROSION MANAGEMENT OVERLAY (EMO)
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)
PUBLIC ACQUISITION OVERLAY (PAO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

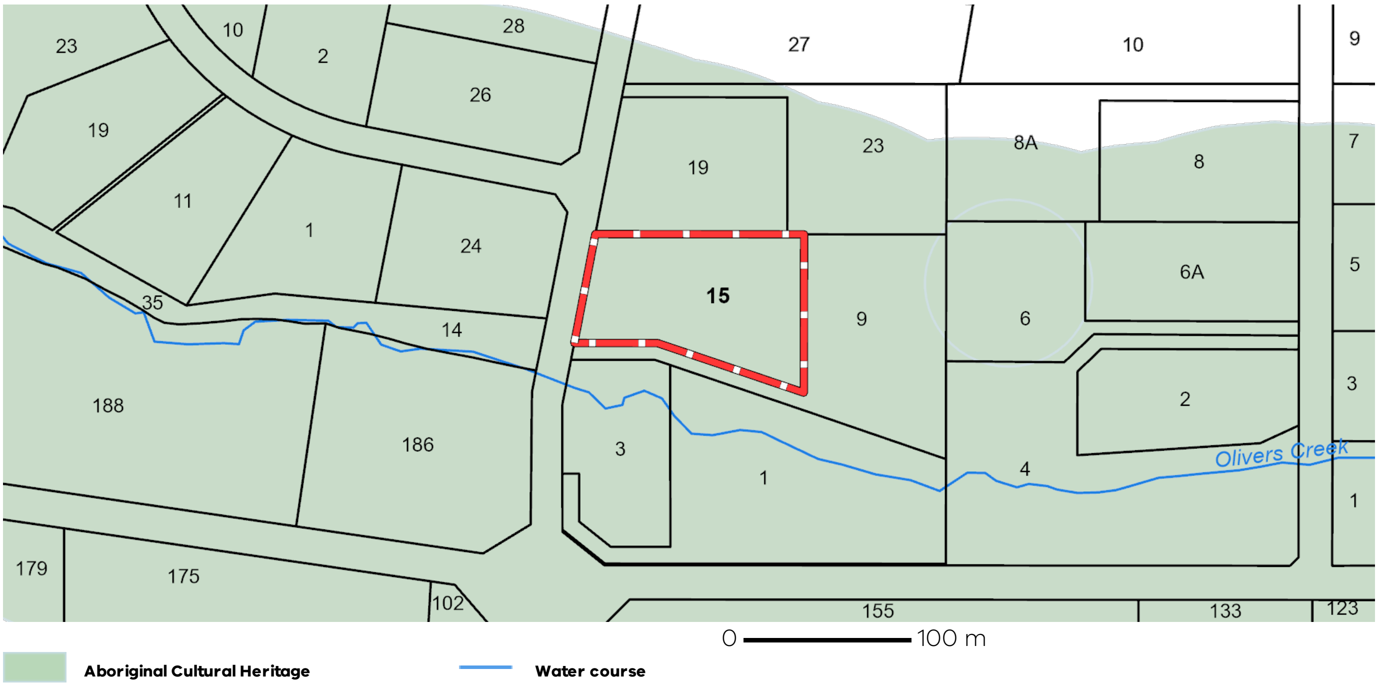
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to https://heritage.achris.vic.gov.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation



Further Planning Information

Planning scheme data last updated on 30 July 2026.

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

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

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

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

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

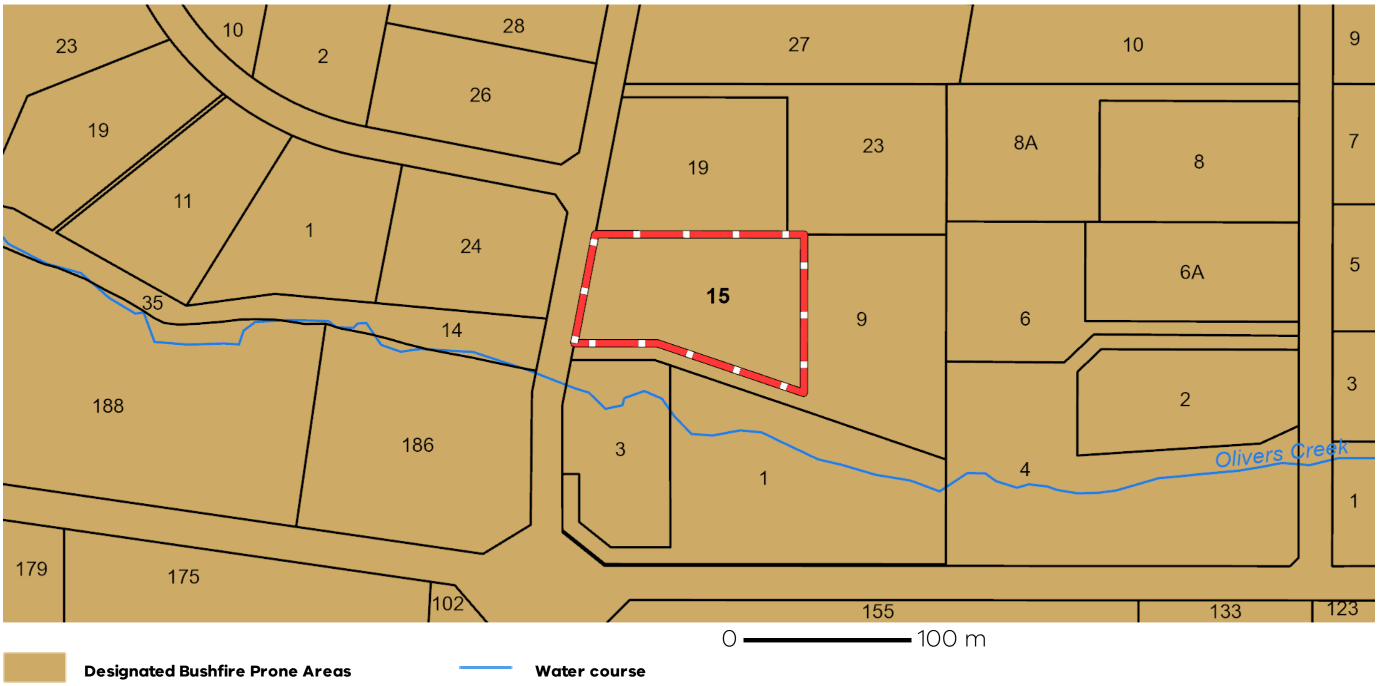
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated 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 Victoria 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 Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ 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)