Contract of Sale of Land

Property: **6 Carpenters Lane North, Hastings VIC 3915**

Vendors: **Christopher Roy Strauss and Joan Valerie Strauss**

Purchaser(s):

Ref: 253104

KPA LAWYERS incorporating **LAND TRANSFER SERVICES** ABN 70 601 454 666
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Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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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.

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2025

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

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

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2025

Print names(s) of person(s) signing: **Christopher Roy Strauss and Joan Valerie Strauss**

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

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

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Particulars of Sale

Vendor's estate agent

O'BRIEN REAL ESTATE

Shop3, 1065 Frankston Flinders Road Somerville VIC 3912

Email: somerville@obrienrealestate.com.au

Tel: 5977 8877 Mob: 0431 188 166 Fax: Ref: Shelly Brown

Vendor

CHRISTOPHER ROY STRAUSS AND JOAN VALERIE STRAUSS

6 Carpenters Lane North, Hastings VIC 3915

Vendor's legal practitioner or conveyancer

KPA LAWYERS / LAND TRANSFER SERVICES

95 Main Street, Mornington Vic 3931 Tel: +61 3 5975 2044
Also at 37 Melrose Street Sandringham Vic 3191 Tel: +61 3 9599 8800
PO Box 88, Mornington VIC 3931

Email: property@kpalaw.com.au

Ref: 253104

KPA Lawyers and Land Transfer Services are each trading names of RPDA Pty Ltd (ACN 601 454 666)

Purchaser's estate agent

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	09186	Folio	513	2	LP 118745

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: **6 Carpenters Lane North, Hastings VIC 3915**

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

All fixed floor coverings, electric lights fittings, window furnishings and fixtures and fittings as inspected.

Payment

Price $ .....

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

Balance $ _____ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

The following Special Conditions are included in and form part of this Contract of Sale:

1 Not Used

2 Identity of Land

The Purchaser admits that the land as offered for sale and inspected by them is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the *Sale of Land Act 1962* (as amended).

3 Foreign Acquisition and Takeovers Act 1975 (Cth)

3.1 *Warranty*

The Purchaser warrants that one of the following apply:

(a) the Purchaser:

(i) is not required to provide notice of the entering into of this Contract or the purchase of the Property to the Foreign Investment Review Board ("FIRB") or any other relevant Authority; and

(ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract; or

(b) the Purchaser has obtained any necessary consent or approval from FIRB and any other relevant Authority to the purchase of the Property by the Purchaser on the terms and conditions set out in this Contract.

3.2 *Indemnity*

If the warranty in special condition 3.1 is untrue in any respect the Purchaser must indemnify the Vendor against any claim, liability, loss, damage, cost or expense arising directly or indirectly from or incurred by the Vendor in having relied on this warranty when entering into this Contract or subsequently acting in reliance on that warranty.

3.3 *Non merger*

This special condition 3 will not merge on the transfer of the Land but will continue to have full force and effect.

4 Encumbrances

4.1 The Purchaser buys the Property subject to any Act, Order, Regulations, by-laws, local laws, restrictions or conditions imposed upon the Property or the development by way or with authority of any government or governmental, semi-governmental or judicial entity or authority including without limitation any applicable planning scheme or any other scheme and the purchaser acknowledges that any such Act, Order, Regulations, by-laws, local laws, restrictions or conditions do not constitute a defect in Title or a matter of Title or effect the validity of this

Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof;

4.2 The Purchaser buys the Property subject to any easements, reservations or like encumbrances affecting the Property and shall not make any requisition, objection or claim or be entitled to any compensation with respect thereto.

4.3 The Purchaser acknowledges that on the Day of Sale there may not have been created all the easements, restrictions on use and positive covenants which might affect the Property at the Date of Settlement.

4.4 If it is considered necessary or desirable for an authority or the Vendor to:

(a) create easements, restrictions on use or position covenants; or

(b) enter into leases, agreements or arrangements; or

(c) grant rights or privileges;

the Purchaser shall not make any objection, requisition, claim, delay completion of, rescind or terminate this Contract due to the creation, entry into, or grant of same.

5 Disclosure of Filling

5.1 The Purchaser acknowledges that filling and artificial materials may have been incorporated in the soil of the Property or in or on the Site.

5.2 The Purchaser must not delay settlement, rescind this Contract, make any requisition or make any claim against the Vendor in relation to any fill in the Property or in or on the Site.

6 Condition of Property

6.1 The Purchaser acknowledges and agrees that:

(a) they have had sufficient opportunity to carry out investigations and to make enquiries in relation to the Property including the value of the Property and the fitness, suitability and adequacy of the Property for the Purchaser's proposed use of the Property before signing this Contract and any representations or provisions implied by law relating to the fitness, suitability and adequacy of the property do not, to the extent permitted by law, apply to this Contract;

(b) other than expressed in this Contract, no information, representation, comment, opinion or warranty made by or on behalf of the Vendor was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;

(c) no information, representation, comment, opinion or warranty has in fact been relied upon by the Purchaser unless they are specifically contained in this Contract and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract and Section 32 Vendor Statement;

(d) that the Purchaser relied only on the Purchaser's inspection of, and searches and enquiries in connection with, the Property when entering into this Contract; and

(e) that to the maximum extent permissible by law and equity, the Vendor is not liable to the Purchaser in connection with any representations made by or on behalf of the Vendor.

6.2 The Purchaser agrees not to make any requisition or objection, refuse or delay payment of the Price, take any action or make any claim for compensation, damages, costs or expenses against the Vendor in relation to the Condition of the Property and releases the Vendor from any such action or claim whether or not such action or claim is known or foreseeable at the day of sale.

7 Connection of Services

The Purchaser acknowledges that consumable services connected to the Property (ie Services 'connected' as disclosed in the Section 32 Statement) were provided by an authority and connected to the Property and operating on the Day of Sale. However, the Vendor may terminate any such services prior to settlement. Any fee for connection of supply or installation of meters for the services shall be payable by the Purchaser. The Purchaser should enquire with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.

8 Representation and Warranty as to Building

8.1 The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

8.2 The Purchaser acknowledges that:

(a) Any failure of any building or improvements on the land to comply with any planning, health, environmental, building or other legislation, regulations, by-laws or any planning permit and any encroachment by or on the land does not constitute a defect in the Vendor's title and the Purchaser shall not make objection, requisition or claim any compensation from the Vendor on any such ground;

(b) The Purchaser accepts the land and improvements on and services on and to the land in the present condition, position and state of repair and subject to all faults and defects both latent and patent; and

(c) The Vendor will not be required to produce any building permit, building approval, final inspection, occupancy permit or any other permits, approvals or inspections in relation to the land or any improvements and the purchaser shall not make requisition or claim any compensation from the Vendor on that ground.

9 Swimming Pool

9.1 *Pool and Spa Registration Requirements*

(a) The purchaser acknowledges that, as an owner of land where a swimming pool, spa or other body of water is located, they are required to register their swimming pool, spa or other body of water with the relevant council and obtain and lodge compliance certificates for their safety barriers.

9.2 *Pool and Spa Compliance*

(a) The purchaser acknowledges that the swimming pool, spa or other body of water located on the land is required to be fenced or otherwise protected and that the purchaser will be required at their expense to comply with the provisions of the *Building Act 1993* (Vic) and the *Building Regulations 2018* (Vic) in relation to any works associated with fencing or otherwise protecting the swimming pool, spa or other body of water located on the land.

(b) The purchaser further acknowledges that they will be responsible for undertaking, at their expense, all necessary works associated with registering the swimming pool and arranging for an inspection of the swimming pool and/or spa and lodging the Certificate of Compliance with the council.

9.3 *No Price Adjustment*

The purchaser acknowledges that the sale price has been negotiated on the basis that the purchaser will assume full responsibility for fencing or protecting any swimming pool, spa or other body of water located on the land and complying with the provisions of the *Building Act 1993* (Vic) and the *Building Regulations 2018* (Vic) and the Council Notification.

9.4 *No Claim*

(a) The Purchaser confirms and agrees that they have made their own enquiries in relation to compliance with current building regulations. The Purchaser further confirms and agrees that they cannot terminate this Contract in the event the swimming pool/spa does not comply with current building regulations, nor will the Purchaser require the Vendor to comply with current building regulations, or seek any compensation from the Vendor for non-compliance. Upon settlement it will become the Purchaser/s responsibility to attend to the Council compliance requirements.

(b) The Purchaser agrees not to make any requisition or objection, refuse or delay payment of the Price, take any action or make any claim for compensation, damages, costs or expenses against the Vendor in relation to any swimming pool, spa or other body of water located on the land and releases the Vendor from any such action or claim whether or not

such action or claim is known or foreseeable at the day of sale.

10 Not Used

11 Acknowledgment of Documents

11.1 The Purchaser acknowledges being given a Vendors Statement in accordance with Section 32 of the *Sale of Land Act 1962*.

11.2 The Purchaser further acknowledges that:

(a) the particulars contained in the Section 32 Statement are given as at the date of the Section 32 Statement;

(b) some or all of the matters therein stated may change after the date of the Section 32 Statement;

(c) the Vendor is under no obligation to make any further statement of the matters contained in the Section 32 Statement;

(d) the Purchaser will, after the date of the Section 32 Statement, rely entirely on its own enquiries.

11.3 The Vendor gives notice and the Purchaser acknowledges, that the statement of outgoings in the Section 32 Statement may vary by the time that this Contract is settled.

12 Overriding Provision

12.1 The provisions of this Contract apply notwithstanding anything to the contrary contained in any other document agreement or arrangement other than an agreement executed by the parties which is expressed to be supplemental to or in substitution for this Contract.

12.2 Where there is any inconsistency between a Special Condition in this Contract and a General Condition in this Contract the Special Condition prevails.

12.3 The following changes are made to the General Conditions:

(a) General condition 3 (Guarantee) is deleted.

(b) General condition 9 (Consents) is deleted.

(c) General condition 10.1 (Transfer & Duty) is amended by replacing “at least 7 days” with “at least 5 days”.

(d) General condition 12 (Builder Warranty Insurance) is deleted.

(e) 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 applies.

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

(g) General conditions 31.3 to 31.6 (Loss or Damage Before Settlement) inclusive are deleted.

(h) General condition 33 (Interest) is amended by replacing “2%” with “6%”.

13 Waiver

Waiver by either party of any breach or default in the performance by the other party of its obligations or the failure, refusal or neglect by either party to exercise any right, power or option given to it or to insist upon strict compliance with the performance by the other party of any of its obligations does not constitute a waiver of any of the provisions of this Contract with respect to any subsequent or continuing breach or a waiver by either party of its rights at any time to require exact and strict compliance with such provisions notwithstanding any rule of law or equity to the contrary.

14 Entire Agreement

14.1 This Contract constitutes:

(a) the entire agreement of the parties; and

(b) supersedes and extinguishes all prior agreements representations, promises, undertakings, arrangements, understandings and negotiations, in respect of the matters dealt with in this Contract.

15 Governing Law

This Contract is governed by the laws of Victoria.

16 Severance

Any part of this Contract which is or becomes invalid, unenforceable, illegal or void will be severed from this Contract but such severance will not affect the validity or enforceability of the other parts of this Contract.

17 Non Merger

Any provision of this Contract which is capable of taking effect after completion of this Contract continues in full force and effect and does not merge on completion.

18 Purchaser a Corporation or Agent

18.1 If the Purchaser is a proprietary corporation the Purchaser shall simultaneously with the execution of this Contract procure the execution of the Guarantee annexed to this Contract by all directors and shareholders of the Purchaser (or such lesser number of them as the Vendor may agree to accept) and deliver same to the Vendor or its Agents or Solicitors. If the duly executed Guarantee is not delivered to the Vendor or its Agents or Solicitors at the time of delivery of the contract by the Purchaser the Contract, if executed by the Vendor, shall not be binding on the Vendor until the Guarantee is delivered notwithstanding that the Vendor or its Agents or Solicitors may accept the Purchaser's deposit or otherwise act in a manner consistent with performance of the Contract.

18.2 If the Purchaser is a corporation and if this Contract has been signed by a person as a director for and on behalf of that corporation that person hereby represents and warrants to the Vendor as an additional inducement to the Vendor entering into this Contract that he has authority to bind that corporation to all the provisions contained in this Contract.

18.3 If the Purchaser buys as an agent for an undisclosed principal, the Purchaser shall remain personally liable under this Contract at all times.

19 Default

19.1 Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of 6% per annum plus the rate for the time being fixed by Section 2 of the *Penalty Interest Rates Act 1983* shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such monies are paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract and whether or not the Vendor serves a notice pursuant to that default. If the Purchaser defaults under this Contract and the Vendor serves a notice pursuant to that default the Purchaser will reimburse the Vendor for all reasonably foreseeable losses including, but not limited to:-

(a) All costs incurred by the Vendor associated with bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;

(b) Interest payable by the Vendor under any existing Mortgage over the property or other property of the Vendor calculated from the settlement date;

(c) Penalties and other expenses payable by the Vendor due to any delay in completion of the purchase of another property;

(d) Accommodation expenses necessarily incurred by the Vendor;

(e) The Vendor's conveyancing costs and expenses on a solicitor/client basis incurred by the Vendor due to the breach including the cost of issuing any default notice agreed at $660.00 inclusive of GST for each notice;

(f) Any fee incurred by the Vendor in rebooking settlement; and

(g) Any commission or other expenses claimed by the Vendor's Estate Agent or any other person relating to the sale of the property.

19.2 The Purchaser acknowledges and agrees that:

(a) The Vendor would normally require payment of a deposit equal to ten per cent (10%) of the sale price.

(b) If the Vendor has accepted a reduced deposit, the reduced deposit has been accepted on the basis that if the Purchaser is in default of the Contract at any time, the Purchaser, must pay to the Vendor an additional amount equal to the difference between the Deposit and the amount representing 10% immediately upon demand by the Vendor.

(c) If the Purchaser fails to pay the additional amount on demand by the Vendor, the Vendor may recover the additional amount from the Purchaser as a debt.

(d) This Special Condition 19.2 is only applicable where a full 10% deposit (ie 10% of the sale price) has not been paid.

20. Holiday Closure

KPA Lawyers and Land Transfer Services will be closed from 5pm Wednesday 23 December 2026 and will be reopening at 9.00am on Monday 11 January 2027 (Closure Period).
The Parties agree that should settlement fall within the Closure Period, the settlement date will be extended penalty free to Thursday 14 January 2027.

GUARANTEE

I/We, _____

of _____

and _____

of _____

(hereinafter called "**the Guarantor**") in consideration of the within named Vendor selling to the within named Purchaser at its request the Land described in the within Contract for the price and upon the terms and conditions therein set forth do hereby for ourselves, 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 the payment of the deposit or residue of the purchase money or interest or other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser I/we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss 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 as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or the performance or observance of any of the agreements, obligations or conditions under the within Contract or by time being given to the Purchaser for any such payment, performance or observance or by reason of the Vendor assigning his, her or their rights under the within Contract or 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 and Administrators.

IN WITNESS WHEREOF we have set our hands and seals

this ...…….... day of ...……..... 20.....

SIGNED SEALED AND DELIVERED)

by the said _____)

in the presence of:) ……

Witness: ……

SIGNED SEALED AND DELIVERED)

by the said _____)

in the presence of:) ……

Witness: ……

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6 VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

11.10 In addition to ensuring that a release is received under general condition 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 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

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

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

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

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

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 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. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 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*.

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*.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the

property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

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

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

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

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

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

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

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

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

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

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

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land	6 CARPENTERS LANE NORTH, HASTINGS VIC 3915 (Being Lot 2 on LP118745)

Vendor's name	Christopher Roy Strauss	Date / /
Vendor's signature	_____	
Vendor's name	Joan Valerie Strauss	Date / /
Vendor's signature	_____	

Purchaser's name		Date / /
Purchaser's signature	_____	
Purchaser's name		Date / /
Purchaser's signature	_____	

Ref: 253104

KPA LAWYERS incorporating **LAND TRANSFER SERVICES** ABN 70 601 454 666
37 Melrose Street, Sandringham VIC 3191
PO Box 183, Sandringham VIC 3191
t +61 3 9599 8800

95 Main Street, Mornington VIC 3931
PO Box 88, Mornington VIC 3931
t +61 3 5975 2044

e property@kpalaw.com.au w https://kpalaw.com.au

1. FINANCIAL MATTERS

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

(a) ☒ Are contained in the attached certificate/s.

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.

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 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 property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements,

covenants or other similar restriction.

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.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

☒ Are contained in the attached certificates and/or statements

Properties within the Mornington Peninsula Shire Council are designated to be in an area subject to termite infestation.

This property is within or partly affected by, one or more areas of cultural heritage sensitivity as described in the Aboriginal Heritage Regulations 2007.

The Swimming Pool & Associated Pool Barrier at this property has been registered with the Mornington Peninsula Shire Council. Upon settlement it will become the Purchaser's responsibility to attend to the Council compliance requirements.

Otherwise, none to the vendor's knowledge 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.

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

7.1 **Work-in-Kind Agreement**

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

Not Applicable

7.2 **GAIC Recording**

This section 7.2 only applies if there is a GAIC recording.

Not Applicable

8. SERVICES

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

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

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

There is a septic tank servicing the property. The tank is pumped every three years. Mornington Peninsula Shire Council was notificed as to the date of last pumping.

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

Not Applicable

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

1. Due Diligence Checklist.
2. Certificate of Title Volume 09186 Folio 513.
3. Plan LP118745.
4. Council Land Information Certificate.
5. Council Building Approvals Certificates.
6. Water Information Statement.
7. State Revenue Office: Land Tax Certificate.
8. Vicroads Certificate.
9. Environment Protection Authority: EPA Priority Sites Register Plus+.
10. Planning Certificate.
11. Property Report and Planning Property Report.
12. Confirmation of Pool and Spa Compliance, dated 03.11.2025.
13. Planning Permit P13/2075.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 09186 FOLIO 513 Security no : 124138508907T
Produced 11/09/2026 12:23 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 118745.
PARENT TITLE Volume 06996 Folio 138
Created by instrument LP118745 01/02/1977

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JOAN VALERIE STRAUSS
CHRISTOPHER ROY STRAUSS both of 6 CARPENTERS LANE NORTH HASTINGS VIC 3915
AY671721L 06/12/2024

ENCUMBRANCES, CAVEATS AND NOTICES

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP118745 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: 6 CARPENTERS LANE NORTH HASTINGS VIC 3915

ADMINISTRATIVE NOTICES

NIL

eCT Control 25955S GUTHRIE & ASSOCIATES
Effective from 06/12/2024

DOCUMENT END

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Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**10/09/2026 11:05**

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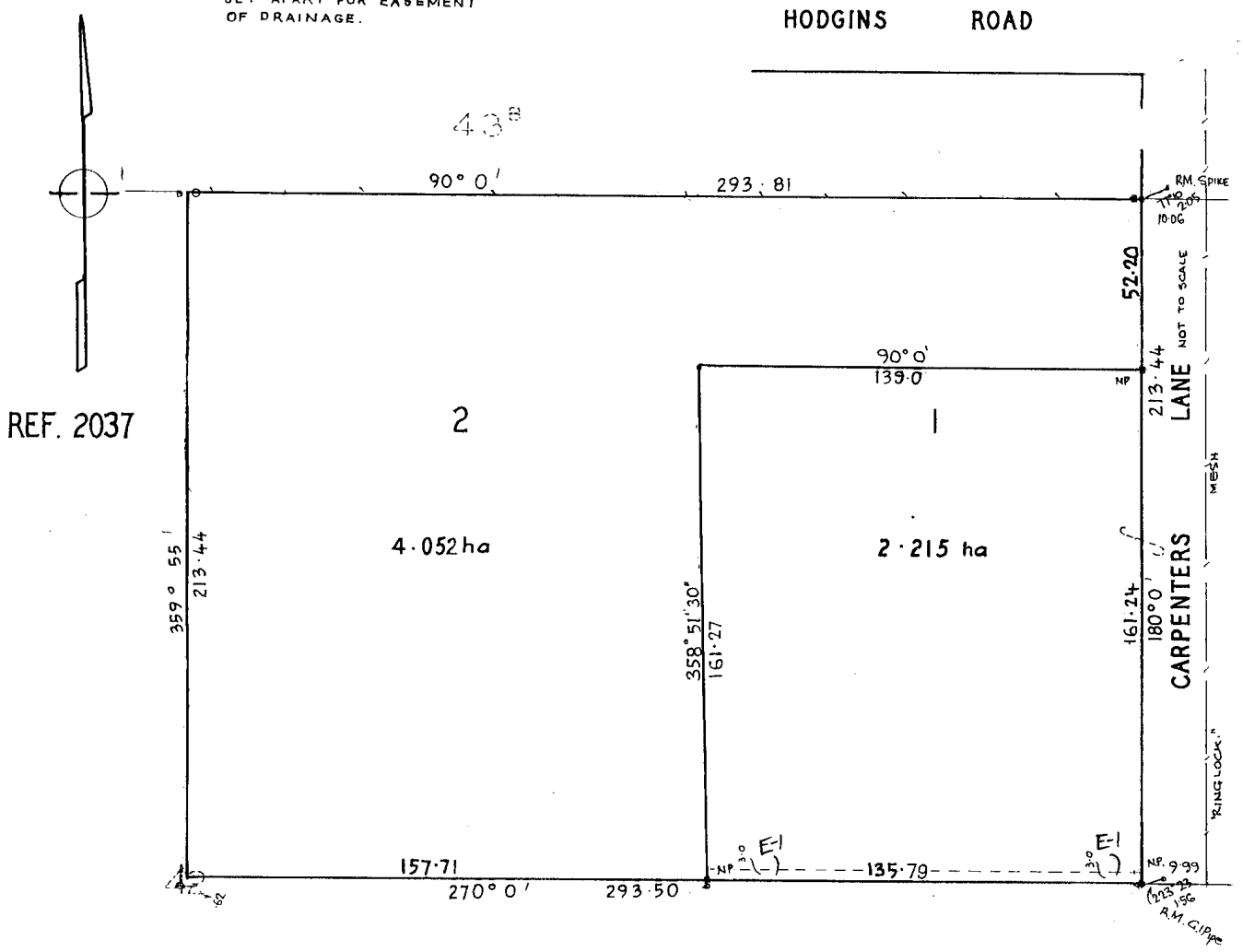
PLAN OF SUBDIVISION
PART OF CROWN ALLOTMENT 42
PARISH OF BITTERN
COUNTY OF MORNINGTON

LP118745
EDITION 1
APPROVED 13/10/76

SCALE
40 20 0 40 80
METRES

COLOUR CONVERSION
E-1 = BLUE

APPROPRIATIONS
THE LAND COLOURED BLUE IS SET APART FOR EASEMENT OF DRAINAGE.



FOR APPROPRIATIONS, ETC,
SEE BACK HEREOF

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118745

SUBDIVISIONAL
CERTIFICATE OF TITLE V. 6996 F. 138

.....

.....

FOR TITLE REFERENCES TO LOTS SEE PARCELS INDEX

BITTERN 18

LP 118745
BACK OF SHEET 1

LODGED BY A. J. HUNT, WALSH & Co

DEALING No. ..... DATE 18th/May/1976

DECLARED BY PETER GRAHAM SPEEDIE

ON 29th/Mar./1976

COUNCIL SHIRE OF HASTINGS

.....

DATE OF CONSENT 6th./April/1976

PLAN MAY BE LODGED ...../...../.....

PLAN APPROVED. DATE 13th/Oct./1976 TIME 3:05 ~~a.m.~~ p.m

THE LAND COLOURED blue
IS APPROPRIATED
OR SET APART FOR
EASEMENTS OF drainage

For general enquiries, call us or visit our website
mornpen.vic.gov.au
1300 850 600

MORNINGTON PENINSULA
Shire

Our reference: LIC2027/01631 Issue Date: 21/9/2026 Property Number: 85689
Your reference: 81888123-001-6

Land Information Certificate

(Section 121 of the Local Government Act 2020)

This certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council. This certificate **is not required** to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Property Address:	6 Carpenters Lane North HASTINGS VICTORIA 3915	
Legal Description:	Lot 2 LP 118745 Vol 9186 Fol 513	
Applicant:	Landata	
Valuations:	Site Value:	$1310000
	Capital Improved Value:	$1750000
	Net Annual Value:	$87500
	AVPCC:	Rural Land & Dwelling (117)
Level of value date:	1/1/26	Effective date: 1/7/2026

Rates, Charges and other monies for the year ending 30/6/2027.

Arrears as at 1/7/2026	**$0.00**
Rates	$2,030.50
Public Cleaning Charge	$154.00
ESVF	$441.75
Extra Bin / Green Waste Bin Charges	$0.00
Bin Collection Charge	$353.00
Interest	$0.00
Rebates	$0.00
Receipts, Adjustments and Prepayments	$0.00
Special Rates and Charges	$0.00
Other Outstanding Charges/Property Debt	$0.00
Total Due	**$2,979.25**

This certificate may be updated verbally to the person to whom it was issued within a period of 90 days from date of issue.
In accordance with Section 175 (1) *Local Government Act 1989*, the purchaser must pay any current rate or charge on the land and any arrears of rates and charges (including interest) which are due and payable.
Should you have any questions relating to any of the above charges please contact Revenue on (03) 5950 1080.

When submitting Acquisitions/Dispositions please send through acquisitions@mornpen.vic.gov.au

Biller Code: **304618**

Reference 2200856892

Authorised Officer
Iain Griffiths
Revenue Management Team Leader
MORNINGTON PENINSULA SHIRE



Reference: KM Land No: 71332 - F0067/26 Direct Dial: 03-5950 1060

Your Ref: 79152163-015-8

MORNINGTON PENINSULA Shire

12 January 2026

Landata
2 Lonsdale Street
MELBOURNE VIC 3000

Dear Sir/Madam,

REQUEST FOR BUILDING INFORMATION - 6 Carpenters Lane North HASTINGS VIC 3915

In response to your request received 18/12/2025 for building approval particulars in accordance with Regulation 51 of the Building Regulations 2018, the following information is provided:

1. Council has no record of Building Permits issued in the previous ten years.

2. Council has no record of any Occupancy Permits issued in the previous ten years.

3. **Outstanding Notices & Orders**
Council has no record of outstanding notices or reports issued in the previous 10 years pursuant to the Building Act 1993.

*As a site inspection has not been undertaken, I wish to draw your attention to the requirements of Building Regulations 2018 requiring **owners** to ensure compliance with:*
Regulation 137 - safety of existing swimming pools and spas;
Regulation 142 & 143 - swimming pool safety maintenance and operation;
Regulation 145 - the provision of self-contained smoke detection and alarms in residential buildings.

Council's records may be deficient (due to limitations in the period they have been kept and/or because of their accuracy in recording or failing to record other permits, orders, variations or revocations), therefore the information provided may be incomplete and/or inaccurate. In addition, the existence of permits or certificates does not indicate whether all construction on a property complies with approvals, or whether further additions, alterations or structures exist without approval. Independent enquiries should be made, and independent experts used, if any doubt or problem is anticipated or encountered.

Yours faithfully

Mathew Hopwood-Glover
Municipal Building Surveyor
Office of the Municipal Building Surveyor
Mornington Peninsula Shire Council

Reference: JP Land No: 71332 - PI3120/25 : Direct Dial: 03-5950 1060

Your Ref: 79152163-016-5

Property Information Certificate

Building Regulations 2018
Regulation 51(2)

DETAILS BY APPLICANT:

Applicants Name: **Landata**

Postal Address: 2 Lonsdale Street
MELBOURNE VIC 3000

PROPERTY DETAILS

Property Address **6 Carpenters Lane North HASTINGS VIC 3915**

Lot/LP/PS... **Lot 2 LP 118745 Vol 9186 Fol 513**

Flood Prone Land Pursuant to Regulation 153:	***YES***	Specified Flood Level:-	***Not Available***
Flood Prone Land Pursuant to Regulation 154:	***YES***	Specified Flood Level:-	***Not Available***
Bushfire Attack Level	**Not Applicable**		
Bushfire Prone Area	**The map is available for public viewing and a printed individual property report is available utilising the following web site link. http://services.land.vic.gov.au/landchannel/content/addresssearch** **Please note that the declared fire prone area maps do not match the Bushfire Management Overlay areas under Council's Planning Scheme. A Planning Permit may still be required in these circumstances.**		
Termite Area	***Yes***		
Alpine Area	***No***		

IMPORTANT INFORMATION

* Bushfire Attack Level
  BMO - Not Available
  BMO1 - A dwelling must be constructed to BAL 29
  BMO2 - A dwelling must be constructed to BAL 12.5
  Refer to Mornington Peninsula Shire Planning scheme for detailed information.

* For Planning related information please contact Mornington Peninsula Statutory Planning Unit - Ph: (03) 5950 1010

* For Stormwater Legal Point of Discharge advice please apply online at https://www.mornpen.vic.gov.au/Online-Forms-and-Services/Stormwater-Legal-Point-of-Discharge

* Although the property may currently not be liable to flooding if any site level modifications are undertaken adjacent to the subject properties boundaries this may contribute to the flow of flood water on to the property. If this is the case please refer to Council's flood mapping on our website and consult with a hydraulic engineer.

* For properties within the Martha Cove Development, in most cases, where the design guidelines are met, Report and Consent from Council is not required. In order to create the Planning Scheme Amendment to create the Martha Cove Development, guidelines were included in the Design Development Committee's Constitution. Therefore, Design Development Committee Consent considers the same matters as Regulations 153 & 154.

* Council is constantly reviewing all areas within the Municipality that may be designated as flood prone or bushfire prone. The current designated areas are subject to change without notice. Subsequently the information contained within this certificate may change as a result of the review.

Dated: 23/12/2025

David Kotsiakos
Municipal Building Surveyor
Office of the Municipal Building Surveyor
Mornington Peninsula Shire Council

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

RPDA Pty Ltd t/as KPA Lawyers
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 2 6 CARPENTERS LANE NORTH HASTINGS 3915
2 LP 118745

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03C//02041/7	LANDATA CER 81888125-001-4	11 SEPTEMBER 2026	53085977

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2026 to 30/09/2026	$23.06
Melbourne Water Corporation Total Service Charges	01/07/2026 to 30/09/2026	$32.64

(b) By South East Water

Water Service Charge	01/07/2026 to 30/09/2026	$19.49
Subtotal Service Charges		$75.19
Usage Charges*	Billed until 3/9/2026	$175.26
TOTAL UNPAID BALANCE		$250.45

- The meter at the property was last read on 03/09/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

  Water Usage Charge **$3.05 per day**

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

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

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

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

- 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***.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

This property is supplied with water by a private agreement with South East Water whereby South East Water does not guarantee continuity of supply, pressure or water quality. The supply is either from a privately owned water main which is connected to South East Water's reticulated water supply system or supplied directly from a South East Water or other Water Authority's major water main. Maintenance of private water mains is the responsibility of the property owners connected to the private water main. For further information contact South East Water on 131694.

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.

The Warrangine Creek watercourse (2220) is located in the vicinity of the property. For further information contact Melbourne Water on 9679-7517.

The property is situated in an area described by Melbourne Water as having poor surface gradients and it is recommended that Council advice be sought regarding appropriate floor levels for buildings on the property.

The property is subject to flooding. For further information contact Melbourne Water on 9679-7517.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

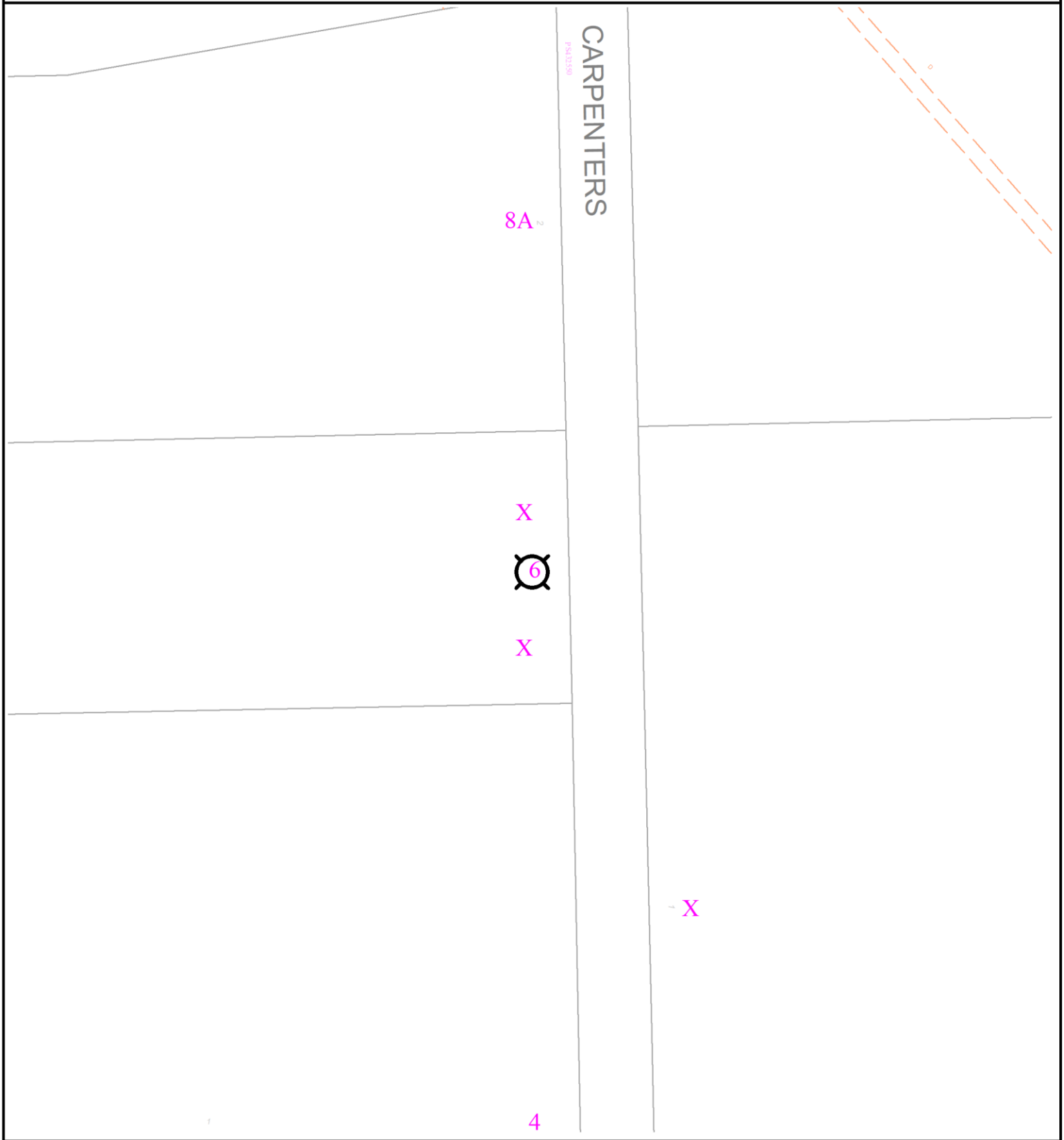
ASSET INFORMATION - SEWER & DRAINAGE

Property: Lot 2 6 CARPENTERS LANE NORTH HASTINGS 3915

Case Number: 53085977

20 0 20 40
Scale in Metres

Date: 11SEPTEMBER2026



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
- Abandoned Sewer
- Inspection Shaft
- <1.0> Offset from Boundary

Melbourne Water Assets

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

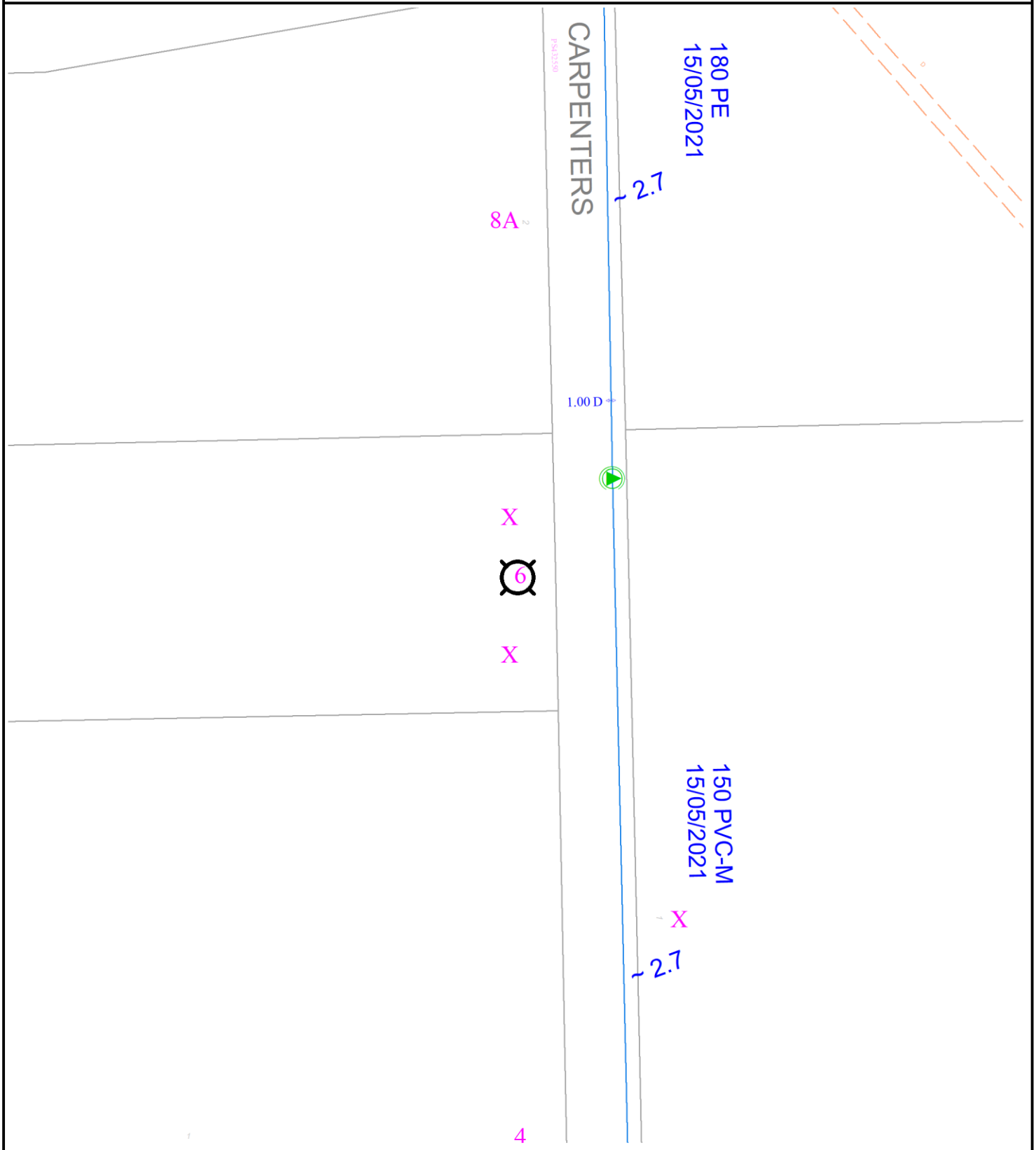
ASSET INFORMATION - WATER

Property: Lot 2 6 CARPENTERS LANE NORTH HASTINGS 3915

Case Number: 53085977

Scale in Metres: 20 0 20 40

Date: 11SEPTEMBER2026



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

LEGEND

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

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

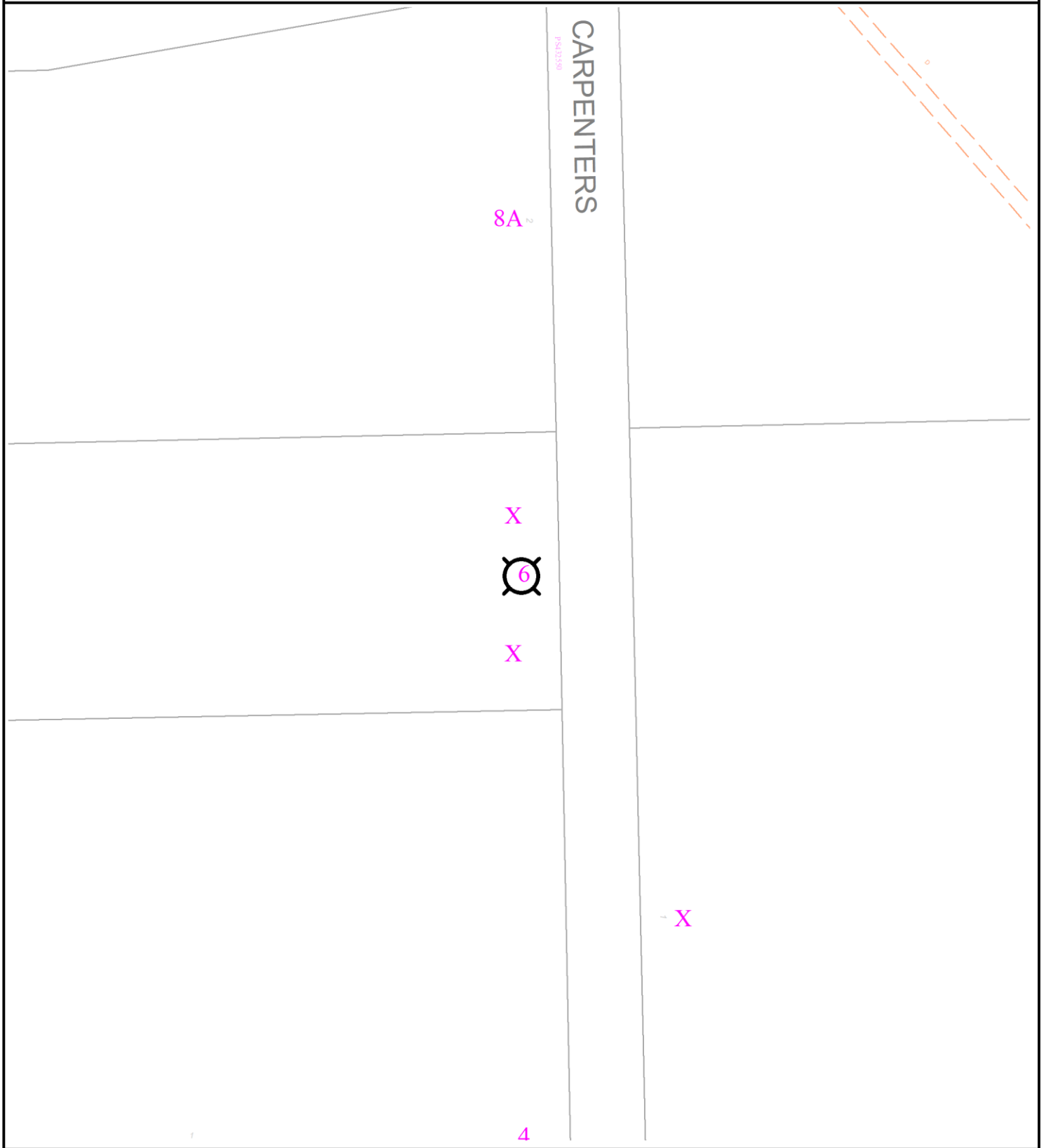
Property: Lot 2 6 CARPENTERS LANE NORTH HASTINGS 3915

Case Number: 53085977

20 0 20 40

Scale in Metres

Date: 11SEPTEMBER2026



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

LEGEND

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

Property Clearance Certificate

Land Tax

INFOTRACK / RPDA PTY LTD T/AS KPA LAWYERS

Your Reference:	253104
Certificate No:	94689759
Issue Date:	18 DEC 2025
Enquiries:	ESYSPROD

Land Address: 6 CARPENTERS LANE HASTINGS VIC 3915

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18213295	2	118745	9186	513	$0.00

Vendor: JOAN STRAUSS & CHRISTOPHER STRAUSS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR CHRISTOPHER ROY STRAUSS	2025	$1,270,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$2,000,000
SITE VALUE (SV):	$1,270,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 94689759

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 = $7,080.00

Taxable Value = $1,270,000

Calculated as $4,650 plus ($1,270,000 - $1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $20,000.00

Taxable Value = $2,000,000

Calculated as $2,000,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 94689759

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: 94689759

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / RPDA PTY LTD T/AS KPA LAWYERS

Your Reference:	253104
Certificate No:	94689759
Issue Date:	18 DEC 2025
Enquires:	ESYSPROD

Land Address:	6 CARPENTERS LANE HASTINGS VIC 3915

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18213295	2	118745	9186	513	$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:	$2,000,000
SITE VALUE:	$1,270,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94689759

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 / RPDA PTY LTD T/AS KPA LAWYERS

Your Reference:	253104
Certificate No:	94689759
Issue Date:	18 DEC 2025

Land Address:	6 CARPENTERS LANE HASTINGS VIC 3915

Lot	Plan	Volume	Folio
2	118745	9186	513

Vendor: JOAN STRAUSS & CHRISTOPHER STRAUSS

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.

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 94689759

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: 94689759

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: 94689759

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.

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

RPDA Pty Ltd t/as KPA Lawyers C/- InfoTrack (EvolveGo)
183 Clarence Street
SYDNEY 2000
AUSTRALIA

Client Reference: 356343

NO PROPOSALS. As at the 18th December 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

6 CARPENTERS LANE, HASTINGS 3915
SHIRE OF MORNINGTON PENINSULA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 18th December 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 79152163 - 79152163114845 '356343'

LOTSEARCH REFERENCE
LS113968 PS

REPORT DATE
18 Dec 2025 11:53:23

CLIENT ID
182200100

ADDRESS
6 CARPENTERS LANE, HASTINGS
VIC 3915

COUNCIL
Mornington Peninsula Shire

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOT/PLAN
Lot 2, LP118745

EPA Priority Sites Register Plus+

Disclaimer:
The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.
You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.
You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.
The report is not a substitute for an on-site inspection or review of other available reports and records.
The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.
You should obtain independent advice before you make any decision based on the information within the report.
A link to the detailed terms applicable to the use of this report is available at the end of this report.

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS113968 PS

REPORT DATE
18 Dec 2025 11:53:23

ADDRESS
6 CARPENTERS LANE,
HASTINGS VIC 3915

EPA Priority Sites Register Plus+

- This report contains the Priority Sites Register and additional publicly available records currently held by the Environmental Protection Authority (EPA).
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries.
- Records identified are categorised below, with search results and a site map provided on the following pages.

1. Contaminated Land Registers

No Records Identified

The sites listed on contaminated land registers are those that pose the greatest risk, and are managed or regulated.

2. Regulated Activities

No Records Identified

Regulated activities include environmental licences, permits, registrations, or authorisations, issued to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.

3. Contamination Investigations

No Records Identified

Contamination investigations include environmental audits, preliminary risk screen assessments, and investigations into suspected PFAS contamination.

4. Other Contamination Issues

No Records Identified

Other contamination issues include the location of landfills and records that indicate restrictions on the use of groundwater.

HOW THIS REPORT HELPS

- **Be informed of potential contamination issues - this search simplifies access to government information sources**
- **Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions**
- **Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence**
- **Be aware of potential problems from neighbouring properties - contamination ignores property boundaries**

WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.

- **Visit our website or contact our support team to access more Lotsearch products & additional government searches**
- **Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies ALGA , ACLCA & EIANZ.**

support@lotsearch.com.au
+61 (02) 8287 0680
lotsearch.com.au

Site Map

6 CARPENTERS LANE, HASTINGS VIC 3915

LOTSEARCH REFERENCE
LS113968 PS

REPORT DATE
18 Dec 2025



LEGEND

- Site Boundary
- Search Area
- Search Results

Data Source Aerial Imagery:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS UserCommunity

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LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS113968 PS

REPORT DATE
18 Dec 2025 11:53:23

ADDRESS
6 CARPENTERS LANE,
HASTINGS VIC 3915

Search Results

The following table contains records that were identified specifically for your property, or areas or features covering your property:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records for your property were identified							

The following table contains records that were identified in the surrounding search area:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS113968 PS

REPORT DATE
18 Dec 2025 11:53:23

ADDRESS
6 CARPENTERS LANE,
HASTINGS VIC 3915

Data Sources

The results in this report are based upon the following datasets only:

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	17/12/2025
EPA Site Management Orders	Environment Protection Authority Victoria	24/11/2025
EPA Register of Permissions	Environment Protection Authority Victoria	07/05/2025
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	24/11/2025
EPA Environmental Audit Reports	Environment Protection Authority Victoria	21/11/2025
EPA PFAS Site Investigations	Environment Protection Authority Victoria	08/12/2025
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	01/12/2025
EPA Victorian Landfill Register	Environment Protection Authority Victoria	01/12/2025

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au
(02) 8287 0680

Environment Protection Authority Victoria
www.epa.vic.gov.au
contact@epa.vic.gov.au
1300 372 842

Mornington Peninsula Shire
http://www.mornpen.vic.gov.au
customerservice@mornpen.vic.gov.au
1300 850 600

Click for Use of Report - Applicable Terms

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1209816

APPLICANT'S NAME & ADDRESS

RPDA PTY LTD T/AS KPA LAWYERS C/- INFOTRACK (EVOLVEGO) C/- LANDATA

DOCKLANDS

VENDOR

STRAUSS, CHRISTOPHER ROY

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

356343

This certificate is issued for:

LOT 2 PLAN LP118745 ALSO KNOWN AS 6 CARPENTERS LANE NORTH HASTINGS
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	ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 28
and a	VEGETATION PROTECTION OVERLAY - SCHEDULE 1
and a	ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4
and a	DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 7
and a	VEGETATION PROTECTION OVERLAY - SCHEDULE 2

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 8 - C219morn
- is within a	AREA TO BE DELETED FROM A DESIGN AND DEVELOPMENT OVERLAY - C219morn
and a	DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 51 - C219morn

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

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

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

18 December 2025

Sonya Kilkenny
Minister for Planning

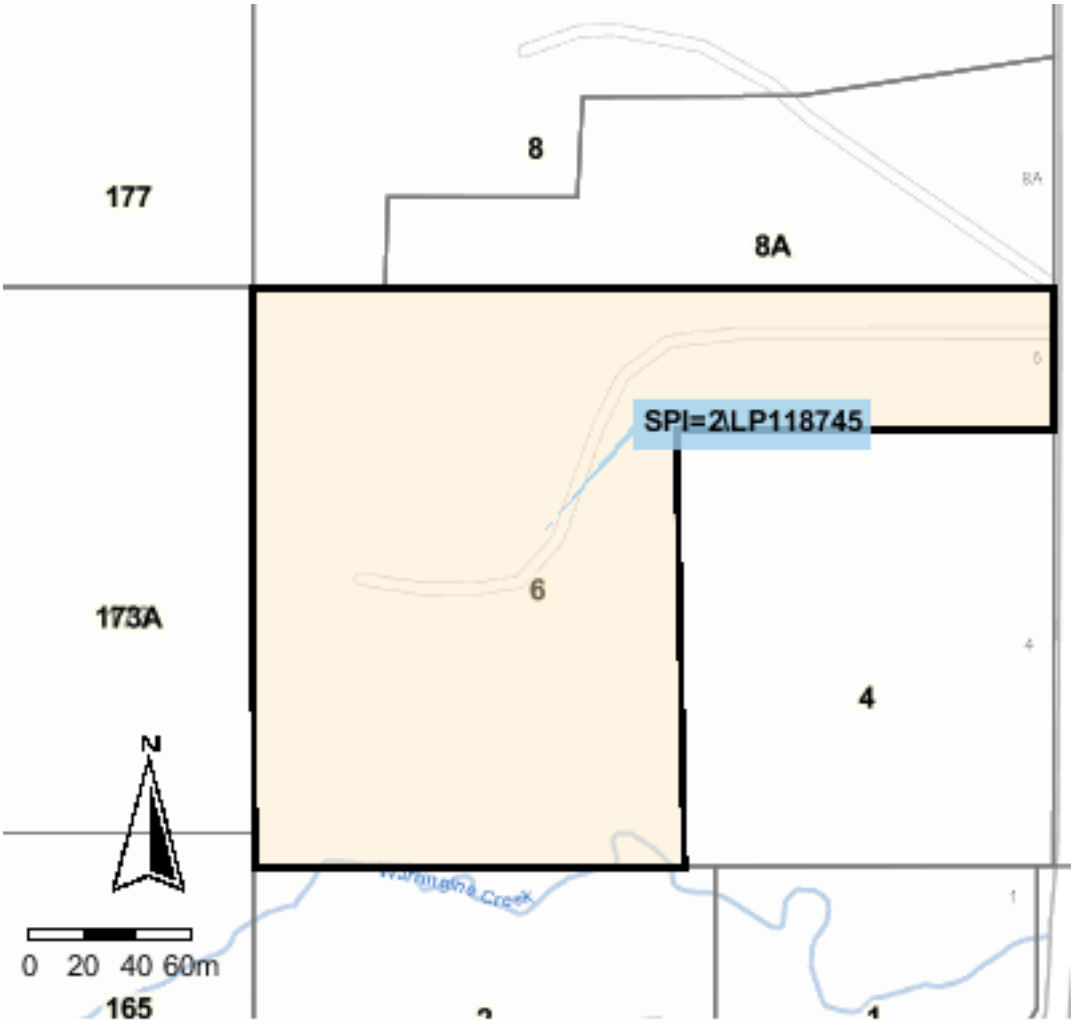
VICTORIA State Government

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

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

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

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



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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

PROPERTY REPORT

Energy, Environment and Climate Action

Created at 18 December 2025 11:53 AM

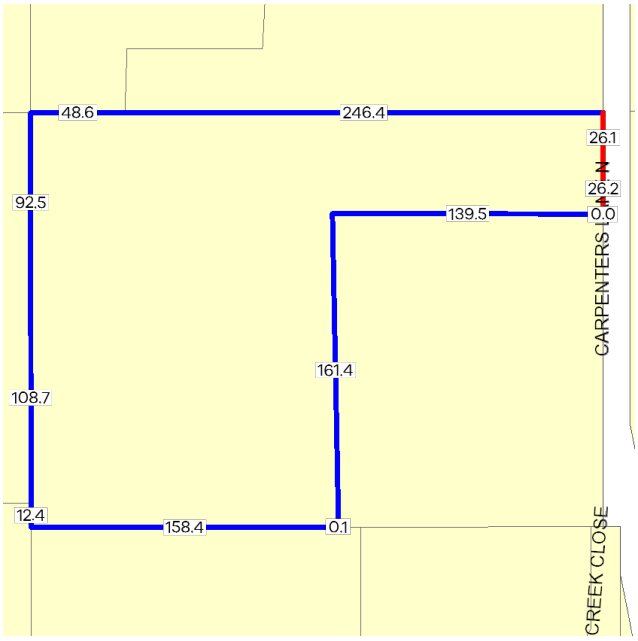
PROPERTY DETAILS

Address:	**6 CARPENTERS LANE N HASTINGS 3915**
Lot and Plan Number:	**Lot 2 LP118745**
Standard Parcel Identifier (SPI):	**2\LP118745**
Local Government Area (Council):	**MORNINGTON PENINSULA**
Council Property Number:	**85689**
Directory Reference:	**Melway 154 A11**

www.mornpen.vic.gov.au

SITE DIMENSIONS

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



Area: 40726 sq. m (4.07 ha)
Perimeter: 1020 m
For this property:
— Site boundaries
— Road frontages

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

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

For more accurate dimensions get copy of plan at
Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

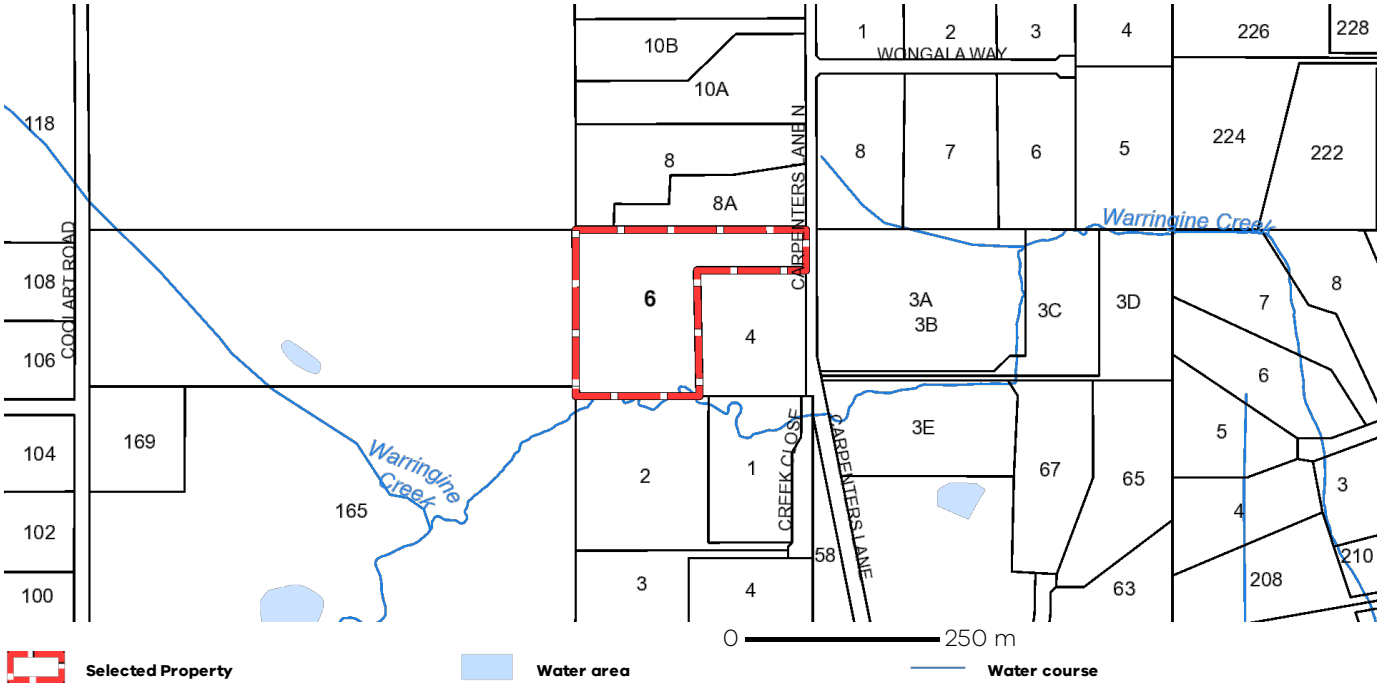
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 18 December 2025 11:54 AM

PROPERTY DETAILS

Address:	**6 CARPENTERS LANE N HASTINGS 3915**
Lot and Plan Number:	**Lot 2 LP118745**
Standard Parcel Identifier (SPI):	**2\LP118745**
Local Government Area (Council):	**MORNINGTON PENINSULA** www.mornpen.vic.gov.au
Council Property Number:	**85689**
Planning Scheme:	**Mornington Peninsula** Planning Scheme - Mornington Peninsula
Directory Reference:	**Melway 154 A11**

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**

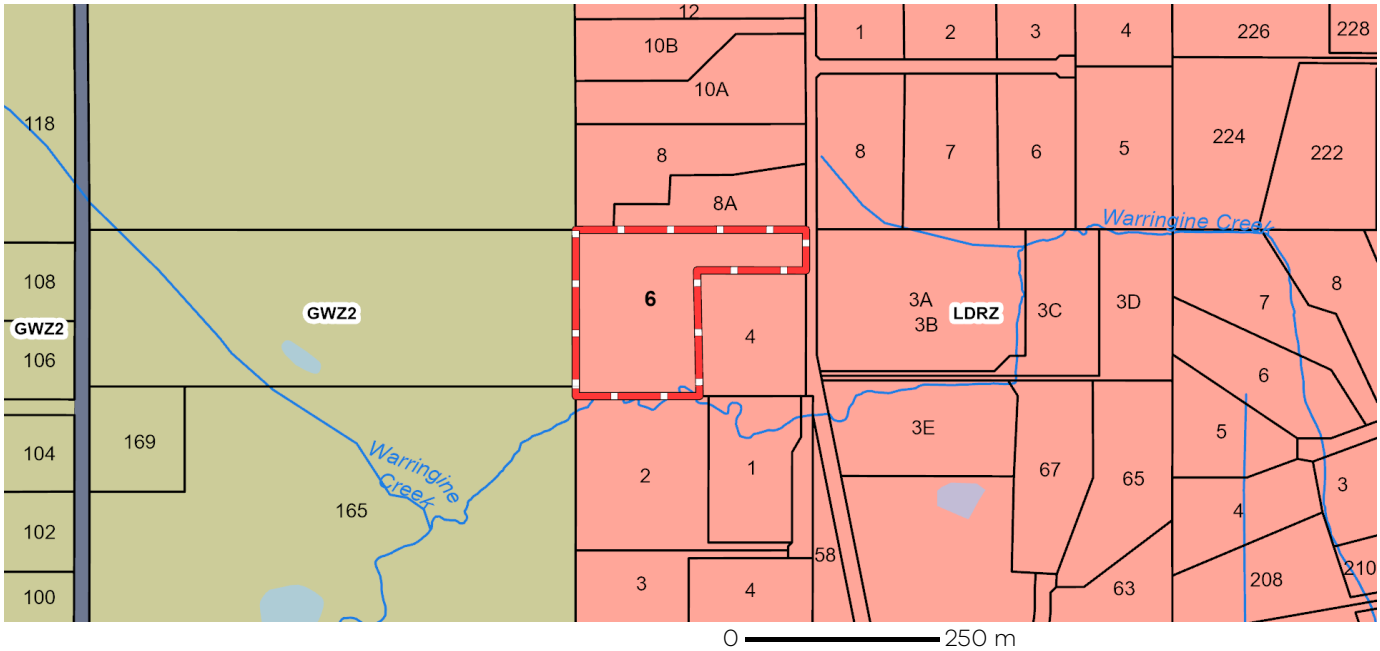
OTHER

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
TRZ2 - Principal Road Network
Water area
Water course

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

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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).

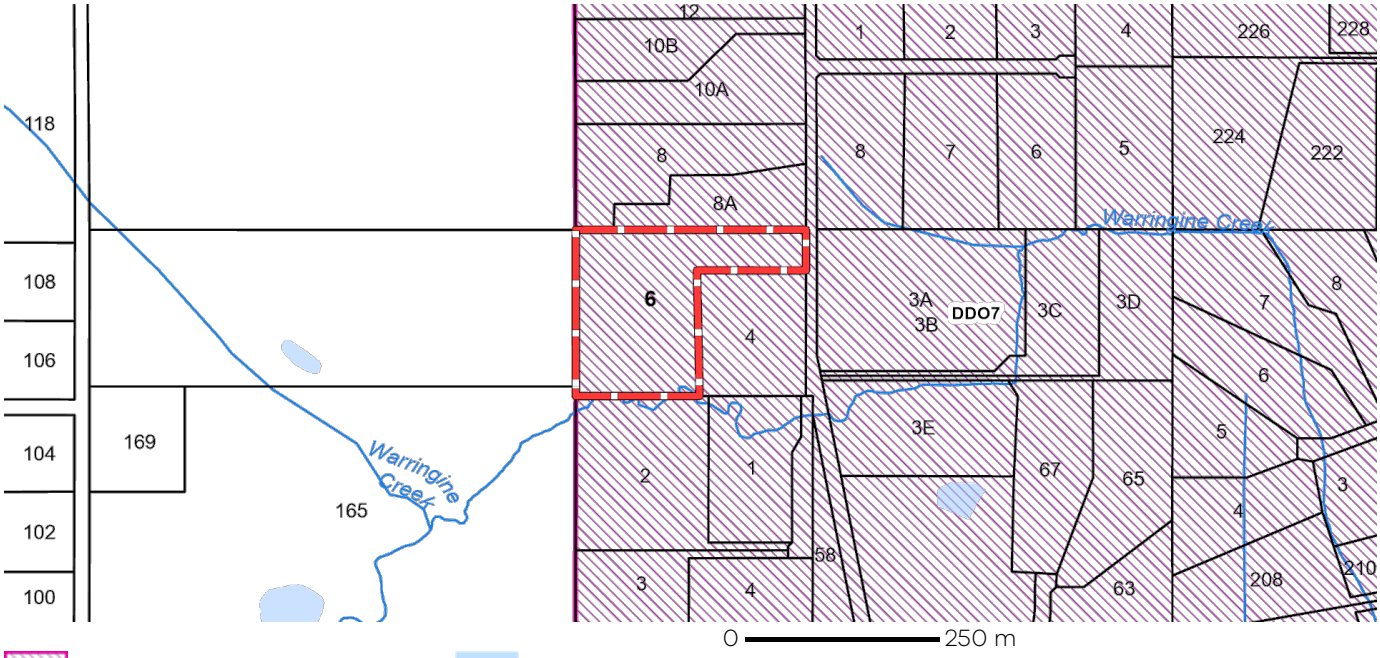
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 7 (DDO7)



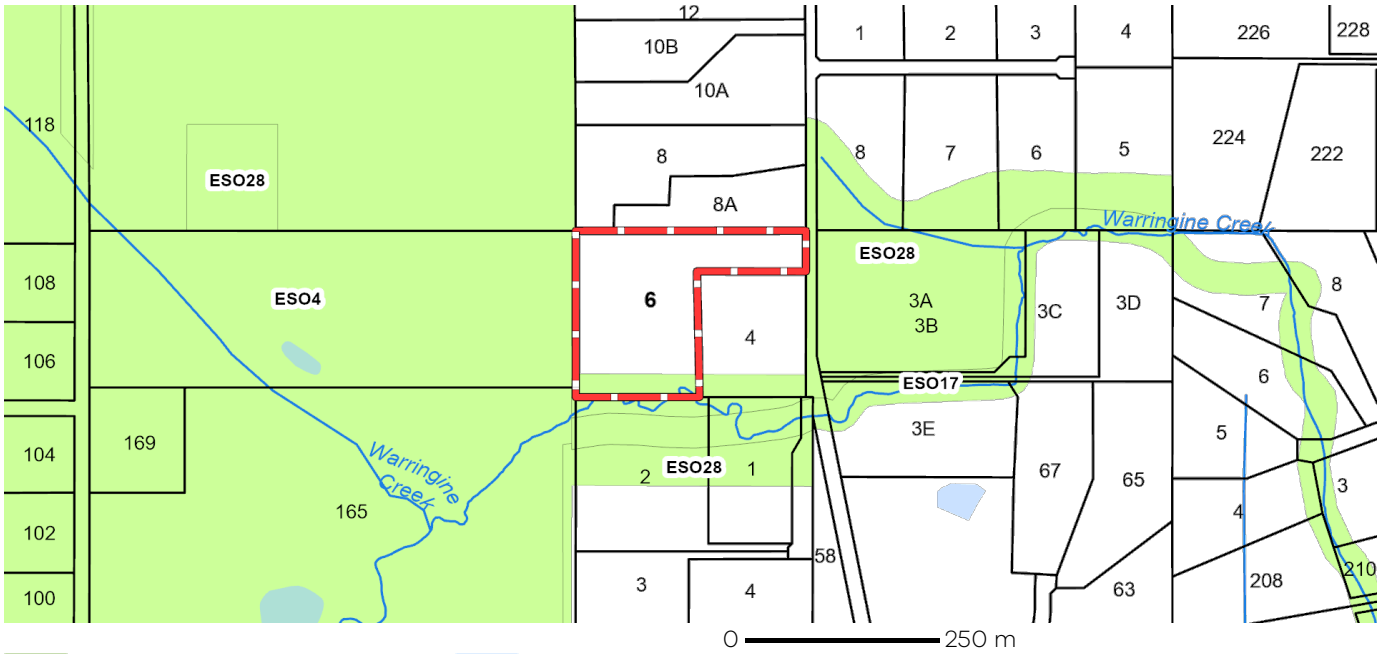
DDO - Design and Development Overlay Water area Water course

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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4 (ESO4)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 28 (ESO28)



ESO - Environmental Significance Overlay Water area Water course

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

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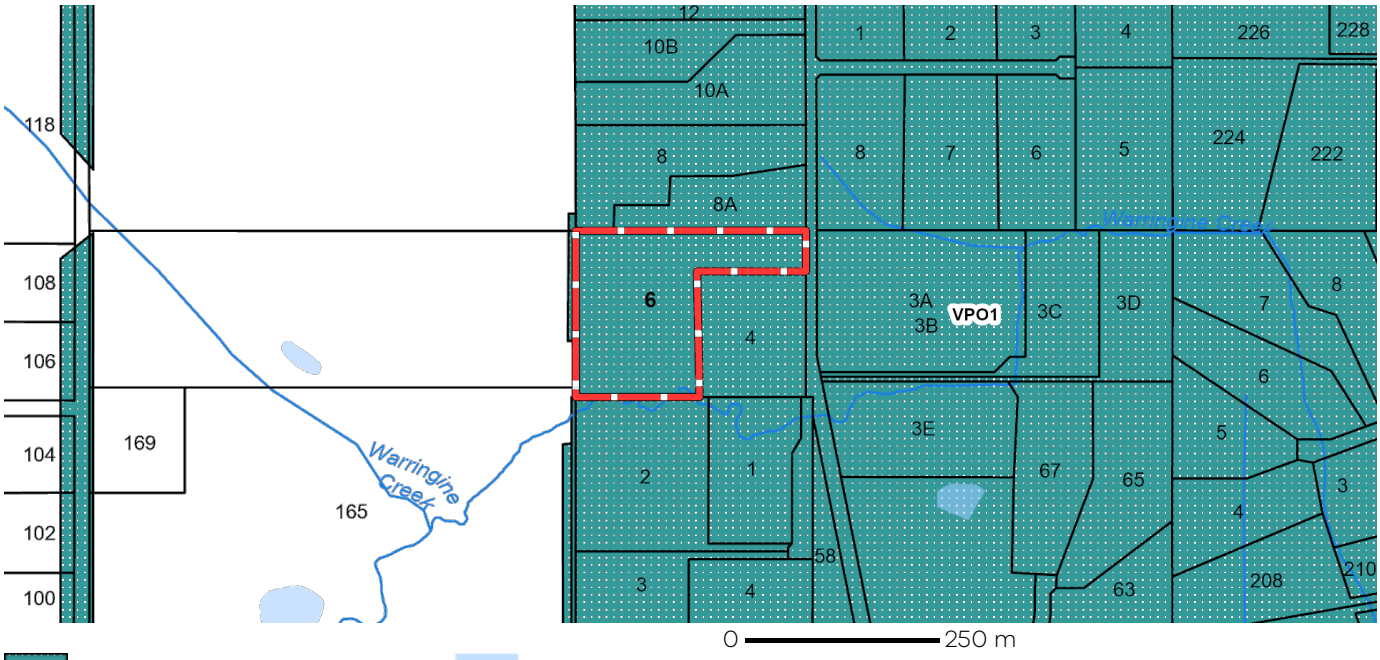
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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)
VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)
VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



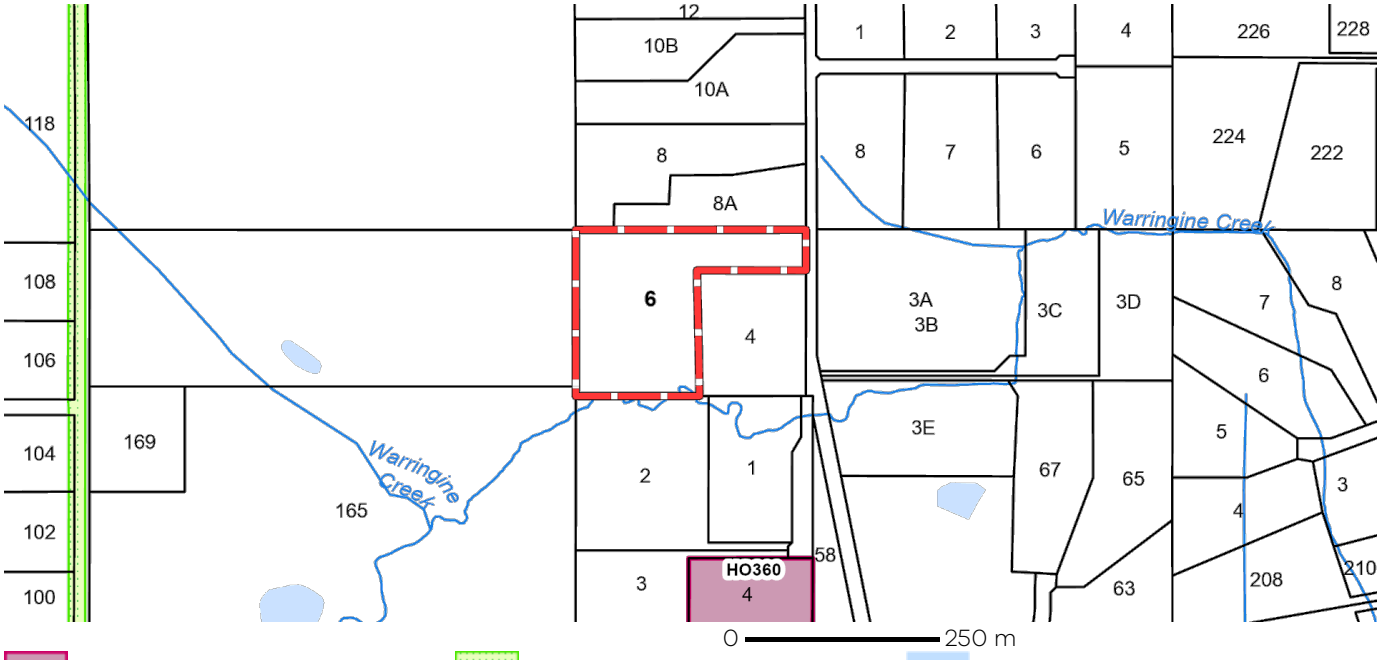
VPO - Vegetation Protection Overlay **Water area** **Water course**

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)
SIGNIFICANT LANDSCAPE OVERLAY (SLO)



HO - Heritage Overlay **SLO - Significant Landscape Overlay** **Water area**

Water course

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

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.

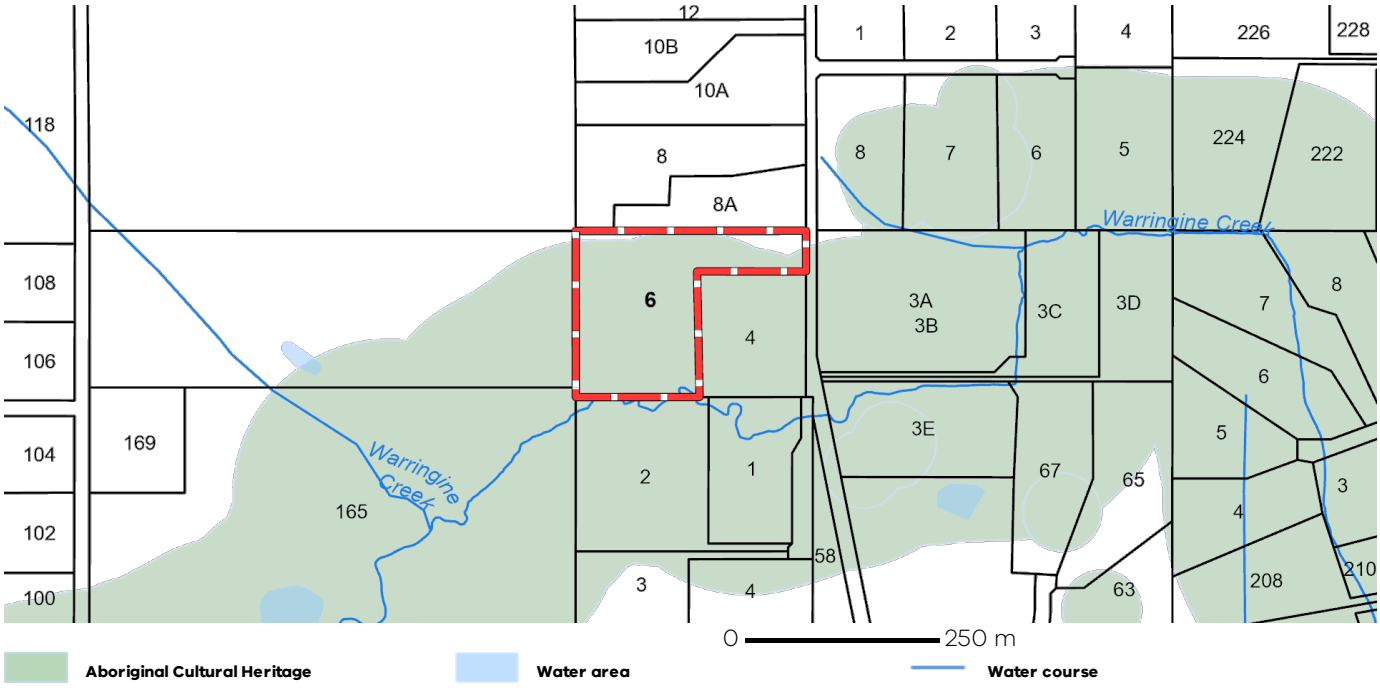
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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



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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 17 December 2025.

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

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

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

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

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

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PLANNING PROPERTY REPORT

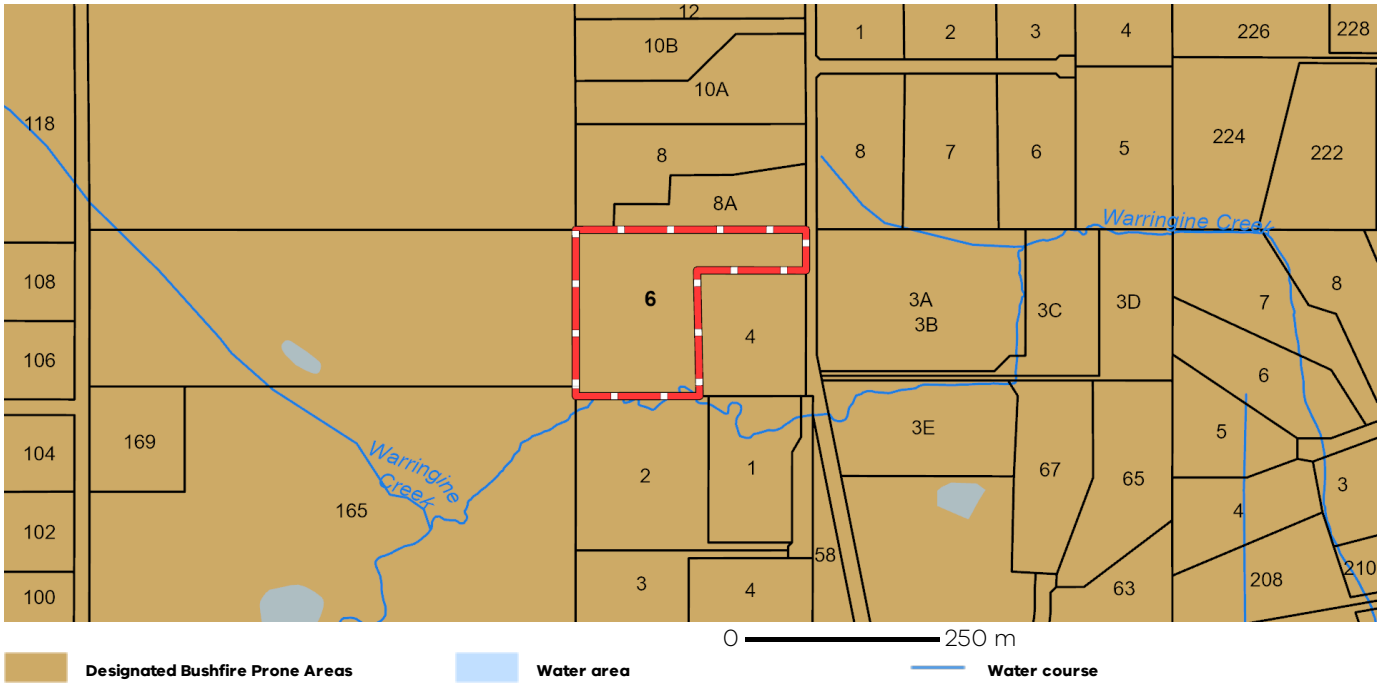
Department of Transport and Planning

Designated Bushfire Prone Areas

This property is 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)

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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).

32.03 LOW DENSITY RESIDENTIAL ZONE

31/07/2018
VC148

Shown on the planning scheme map as **LDRZ** with a number (if shown).

Purpose

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

To provide for low-density residential development on lots which, in the absence of reticulated sewerage, can treat and retain all wastewater.

32.03-1 Table of uses

14/01/2025
VC237

Section 1 - Permit not required

Use	Condition
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast)	Must be the only dwelling on the lot. Must meet the requirements of Clause 32.03-2.
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Racing dog husbandry	Must be no more than 2 animals.
Railway	
Small second dwelling	Must be no more than one dwelling existing on the lot. Must be the only small second dwelling on the lot. Must meet the requirements of Clause 32.03-2. Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.
Tramway	

Use	Condition
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dwelling and Small second dwelling)	
Agriculture (other than Animal production, Apiculture, Domestic animal husbandry and Racing dog husbandry)	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience restaurant	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience shop	
Domestic animal boarding	
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Dwelling (other than Bed and breakfast) – if the Section 1 condition is not met	Must result in no more than two dwellings on the lot. Must meet the requirements of Clause 32.03-2.
Food and drink premises (other than Convenience restaurant)	
Grazing animal production	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus and Nightclub)	
Plant nursery	
Service station	The site must either: ▪ Adjoin a commercial zone or industrial zone.

Use	Condition
	▪ Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. The site must not exceed either: ▪ 3000 square metres. ▪ 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour
Animal production (other than Grazing animal production)
Cinema based entertainment facility
Extractive industry
Industry (other than Automated collection point and Car wash)
Motor racing track
Nightclub
Office (other than Medical centre)
Retail premises (other than Convenience shop, Food and drink premises, Market and Plant nursery)
Saleyard
Small second dwelling - if the Section 1 condition is not met
Transport terminal
Warehouse (other than Store)

32.03-2 Use for one or two dwellings, or a small second dwelling

14/12/2023
VC253

A lot used for one or two dwellings or a small second dwelling must meet the following requirements:

- Each dwelling or small second dwelling must be connected to reticulated sewerage, if available. If reticulated sewerage is not available, all wastewater from each dwelling must be treated and retained within the lot in accordance with the requirements in the Environment Protection Regulations under the *Environment Protection Act 2017* for an on-site wastewater management system.
- Each dwelling or small second dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply, with appropriate storage capacity.
- Each dwelling or small second dwelling must be connected to a reticulated electricity supply or have an alternative energy supply.

32.03-3 Subdivision

14/12/2023
VC253

Permit requirement

A permit is required to subdivide land.

Each lot must be at least the area specified for the land in a schedule to this zone. Any area specified must be at least:

- 0.4 hectare for each lot where reticulated sewerage is not connected. If no area is specified each lot must be at least 0.4 hectare.
- 0.2 hectare for each lot with connected reticulated sewerage. If no area is specified each lot must be at least 0.2 hectare.

A permit may be granted to create lots smaller than 0.4 hectare if the subdivision:

- Excises land which is required for a road or a utility installation.
- Provides for the re-subdivision of existing lots and the number of lots is not increased.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: - The area of either lot is reduced by less than 15 percent. - The general direction of the common boundary does not change.	Clause 59.01

32.03-4 Buildings and works

08/09/2025
VC282

A permit is required to construct or carry out any of the following:

- A building or works associated with a use in Section 2 of clause 32.03-1.
- An outbuilding which has dimensions greater than those specified in a schedule to this zone.

This does not apply to structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Construct a building or construct or carry out works where: - The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to $100,000; or - The building or works are associated with a primary school or secondary school and have an estimated cost of up to $500,000; and - The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: – clause 54.02-3 Side and rear setbacks. – clause 54.02-4 Walls on boundaries. – clause 54.04-1 Daylight to existing windows. – clause 54.04-2 Existing north-facing windows. – clause 54.04-3 Overshadowing secluded open space. – clause 54.04-4 Overlooking. – clause 54.05-2 Overshadowing domestic solar energy systems. If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	Clause 59.04

Transitional provisions

Clauses 32.03-4, 54 and 59.04 of this planning scheme, as in force immediately before the commencement of Amendment VC282, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.03-5
01/07/2021
VC203

Application requirements

Subdivision

An application must be accompanied by a site analysis, documenting the site in terms of land form, vegetation coverage and the relationship with surrounding land, and a report explaining how the proposed subdivision has responded to the site analysis. The report must:

- In the absence of reticulated sewerage, include a Land Capability Assessment on the risks to human health and the environment of an on-site wastewater management system constructed, installed or altered on the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017* .

- Show for each lot:
  - A building envelope and driveway to the envelope.
  - Existing vegetation.
  - In the absence of reticulated sewerage, an effluent disposal area.
- Show how the proposed subdivision relates to the existing or likely use and development of adjoining and nearby land.
- If a staged subdivision, show how the balance of the land may be subdivided.

32.03-6 Decision guidelines

01/01/2024
VC250

General

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.

Subdivision

- The protection and enhancement of the natural environment and character of the area including the retention of vegetation and faunal habitat and the need to plant vegetation along waterways, gullies, ridgelines and property boundaries.
- The availability and provision of utility services, including sewerage, water, drainage, electricity and telecommunications.
- In the absence of reticulated sewerage:
  - The capability and suitability of the lot to treat and retain all wastewater as determined by a Land Capability Assessment on the risks to human health and the environment of an on-site wastewater management system constructed, installed, or altered on the lot in accordance with the requirements of the Environment Protection Regulations under the *Environment Protection Act 2017* .
  - The benefits of restricting the size of lots to generally no more than 2 hectares to enable lots to be efficiently maintained without the need for agricultural techniques and equipment.
- The relevant standards of Clauses 56.07-1 to 56.07-4.

32.03-7 Signs

31/07/2018
VC148

Sign requirements are at Clause 52.05. This zone is in Category 3.

22/07/2021
C255morn

SCHEDULE TO CLAUSE 32.03 LOW DENSITY RESIDENTIAL ZONE

Shown on the planning scheme map as **LDRZ.**

1.0 Subdivision requirements

22/07/2021
C255morn

	Land	Area (hectares)
Minimum subdivision area (hectares)	All green wedge land	0.4ha

2.0 Outbuilding permit requirements

22/07/2021
C255morn

Dimensions above which a permit is required to construct an outbuilding (square metres)
None specified

43.02 DESIGN AND DEVELOPMENT OVERLAY

31/07/2018
VC148

Shown on the planning scheme map as **DDO** with a number.

Purpose

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

To identify areas which are affected by specific requirements relating to the design and built form of new development.

43.02-1 Design objectives

19/01/2006
VC37

A schedule to this overlay must contain a statement of the design objectives to be achieved for the area affected by the schedule.

43.02-2 Buildings and works

16/10/2025
VC288

Permit requirement

A permit is required to:

- Construct a building or construct or carry out works. This does not apply:
  - If a schedule to this overlay specifically states that a permit is not required.
  - To the construction of an outdoor swimming pool associated with a dwelling unless a specific requirement for this matter is specified in a schedule to this overlay.
  - To the construction of a building or construction or carrying out of works for a small second dwelling if all the following requirements are met:
    - The building height must not exceed 5 metres.
    - The building must be finished using muted tones and colours.
- Construct a fence if specified in a schedule to this overlay.

Buildings and works must be constructed in accordance with any requirements in a schedule to this overlay. A schedule may include requirements relating to:

- Building setbacks.
- Building height.
- Plot ratio.
- Landscaping.
- Any other requirements relating to the design or built form of new development.

A permit may be granted to construct a building or construct or carry out works which are not in accordance with any requirement in a schedule to this overlay, unless the schedule specifies otherwise.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Construct a fence.	Clause 59.05

Class of application	Provision
Construct a building or construct or carry out works for: ■ A carport, garage, pergola, verandah, deck, shed or similar structure. ■ An outdoor swimming pool. The buildings and works must be associated with a dwelling.	Clause 59.05
Construct a building or construct or carry out works with an estimated cost of up to $1,000,000 where the land is in an industrial zone.	Clause 59.05
Construct a building or construct or carry out works with an estimated cost of up to $500,000 where the land is in a commercial zone or a Special Use Zone, Comprehensive Development Zone, Capital City Zone, Docklands Zone, Priority Development Zone, Activity Centre Zone or Precinct Zone.	Clause 59.05

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

43.02-3
16/10/2025
VC288

Subdivision

Permit requirement

A permit is required to subdivide land.

This does not apply if a schedule to this overlay specifically states that a permit is not required.

Subdivision must occur in accordance with any lot size or other requirement specified in a schedule to this overlay.

A permit may be granted to subdivide land which is not in accordance with any lot size or other requirement in a schedule to this overlay, unless the schedule specifies otherwise.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Subdivide land to realign the common boundary between two lots where: ■ The area of either lot is reduced by less than 15 percent. ■ The general direction of the common boundary does not change.	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: ■ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ■ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within five years prior to the application for a permit for subdivision.	Clause 59.02

Class of application	Provision
Subdivide land into two lots if: ▪ The construction of a building or the construction or carrying out of works on the land: – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot.	Clause 59.02
Subdivide land into two lots if: ▪ A permit has been issued under a provision of a residential zone to construct up to two dwellings on the land and the permit has not expired. ▪ Each lot will contain either: – one existing dwelling; or – one dwelling permitted to be constructed in accordance with the permit.	Clause 59.02

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

43.02-4
31/07/2018
VC148

Signs

Sign requirements are at Clause 52.05 unless otherwise specified in a schedule to this overlay.

43.02-5
31/07/2018
VC148

Application requirements

An application must be accompanied by any information specified in a schedule to this overlay.

43.02-6
31/07/2018
VC148

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The design objectives of the relevant schedule to this overlay.
- The provisions of any relevant policies and urban design guidelines.
- Whether the bulk, location and appearance of any proposed buildings and works will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Whether the design, form, layout, proportion and scale of any proposed buildings and works is compatible with the period, style, form, proportion, and scale of any identified heritage places surrounding the site.
- Whether any proposed landscaping or removal of vegetation will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- The layout and appearance of areas set aside for car parking, access and egress, loading and unloading and the location of any proposed off street car parking
- Whether subdivision will result in development which is not in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Any other matters specified in a schedule to this overlay.

22/07/2021
C255morn

SCHEDULE 7 TO CLAUSE 43.02 DESIGN AND DEVELOPMENT OVERLAY

Shown on the planning scheme map as **DDO7** .

LOW DENSITY - ENVIRONMENTAL

1.0
22/07/2021
C255morn

Design objectives

To ensure that the design of low density subdivision and housing is responsive to the environment, landform, site conditions and character of areas. These are areas, generally on the periphery of townships, where more intensive settlement would adversely affect environmental features including streamlines, wetlands and bushland habitat areas or where other land use factors, including proximity to extractive industry sites, require a limited population density.

To prevent the overdevelopment of sensitive areas resulting in environmental and landscape degradation.

To ensure that development densities are compatible with the environmental and infrastructure capacities of the area, including the capacity of local streets, drainage systems and sewerage systems. Where reticulated sewerage is not available, particular consideration must be given to the ability to contain all waste water onsite and the impact of development on ground water conditions. Particular attention must be given to the impact of development on streamlines, water ways and wetlands and to avoiding the development of land susceptible to stream erosion or flooding.

To recognise areas where substantial vegetation cover is a dominant environmental and landscape feature, by ensuring site areas are large enough to accommodate development while retaining natural or established vegetation cover and to provide substantial areas for new landscaping and open space.

To ensure that new development has proper regard for the established streetscape and development pattern in terms of building height, scale and siting, and to protect shared viewlines where reasonable and practical.

To ensure that subdivision proposals will enable new buildings to be integrated with their site and the surrounding area in terms of the relationship to existing buildings, open space areas and landscapes.

To maintain lots of sufficient area to provide for racehorse training establishments in association with residential use and to provide additional protection to the Balcombe Creek.

To maintain the existing open landscape, which defines the Bittern township boundaries.

2.0
22/07/2021
C255morn

Buildings and works

No permit required

A permit is not required to construct a building or construct or carry out works for any of the following, but only if, the General requirements set out in this schedule are met.

- A single dwelling.
- A dwelling extension or alteration.
- An outbuilding.
- A dependent person's unit.

Note: The Mandatory requirements of this schedule also apply.

A permit is not required to construct a fence.

Permit required

An application to construct a building or construct or carry out works should meet the General requirements of this schedule except where it has been demonstrated to the satisfaction of the responsible authority, that compliance is unreasonable or unnecessary and no loss of amenity will result.

Note: The Mandatory requirements of this schedule also apply.

In the General Residential Zone or Neighbourhood Residential Zone, an application to construct a building or construct or carry out works associated with one dwelling on a lot:

- Must comply with Clause 54.01.

- Must meet all of the objectives and should meet all of the standards of Clause 54.02, 54.03-3, 54.03-4, 54.03-5, 54.03-6, 54.03-7; 54.04-2; 54.04-3, 54.04-4, 54.04-5, 54.04-6, 54.05, 54.06-1.
- Must meet the objectives of Clauses 54.03-1, 54.03-2 and 54.04-1.

General requirements

- A building must:
  - have a maximum building height of 8 metres or less;
  - contain no more than 2 storeys above natural ground level; and,
  - if more than one storey, not provide access to a roof area, deck, verandah or the like which has a level higher than the floor level of the upper storey.
- The difference between finished ground level and natural ground level as a result of excavation and filling must not exceed one metre, except for the purpose of constructing an in ground swimming pool, and all works must be properly battered or stabilised.
- All buildings and works, including tennis courts and dams, must be setback at least:
  - 50 metres from the south side of Bungower Road, Somerville;
  - 50 metres from the west side of Lower Somerville Road, Somerville between Bungower Road and Golf Links Road;
  - 40 metres from the north side of Eramosa Road West, Somerville;
  - 25 metres from any other road frontage; and,
  - 10 metres from any other boundary
- A dwelling must not be located within 200 metres of an extractive industry site.
- More than half of the external wall cladding of any dwelling must consist of brick, masonry, timber, simulated weatherboards or other materials approved by the responsible authority.
- All cladding and trim must be coloured and maintained in muted tones of green, brown, beige or other colours approved by the responsible authority. The external finish of all buildings must be of a low reflectivity (less than 40% reflectivity) to minimise glare and reflection of light. This requirement includes roofing materials, unless the pitch of the roof is 5 degrees or less and is not overlooked from any adjoining buildings, land or roadways. Solar panels are exempted. Where an extension to a dwelling is proposed which does not increase the floor area by more than 25%, the colours may match that of the existing development.
- A building must not be a relocated building or moveable structure such as a tramcar or the like. This does not apply to a dependent person's unit or a newly pre-fabricated building.

Where a minimum setback distance for a building or buildings is specified in any of the General Requirements, sunblinds, verandahs, eaves, fascias, gutters, masonry chimneys, flues, pipes, domestic fuel or water tanks, and heating and cooling equipment or other services may encroach not more than 0.5 metres into the specified setback distances.

Mandatory requirements

The following requirements apply, as appropriate, to all buildings and works, whether or not a permit is required.

Sewerage and drainage

All new dwellings must be connected to:

- A reticulated sewerage system or an alternative approved by the responsible authority.
- A reticulated drainage system or an alternative approved by the responsible authority.

These requirements cannot be varied with a permit.

3.0
22/07/2021
C255morn

Subdivision

The average area of lots within a subdivision must be at least 2 hectares except that:

- The average area of lots within a subdivision between Frankston Flinders Road and Stony Point Road, north of Woolleys Road, Crib Point must be no less than 8 hectares.
- The average area of lots within a subdivision between Roberts Road and the Balcombe Creek, Mornington must be no less than 4 hectares.
- The average area of lots within a subdivision between Baldock Road, Bungower Road and the railway reserve, Mornington must be no less than 4 hectares.

Each lot must be able to contain a rectangle with a minimum dimension of 100 metres. Each lot must have a minimum area of 1 hectare. These requirements do not apply to lots that are in compliance with a restructure plan under Clause 45.05 or a development plan under Clause 43.04.

Battle axe lots must have a minimum frontage of 20 metres; shared by up to 4 lots with reciprocal access rights, unless the responsible authority is satisfied that safe and appropriate access can be achieved with a lesser frontage.

Land that is capable of further subdivision is excluded from the calculation of average lot area.

The area of land set aside as common property or land that is to be transferred to Council for public open space and recreation, over and above that which may be required under Section 18 of the *Subdivision Act 1988* , may be included in the calculation of average lot density.

These requirements cannot be varied with a permit unless any of the following requirements are met:

- The subdivision realigns the boundary between existing lots, provided no new lot or additional subdivision potential is created.
- Two or more dwellings have lawfully existed on a lot since the approval date and the subdivision proposes to create separate lots for each dwelling.
- The subdivision excises land for a road, utility installation or other public purpose.

These requirements cannot be varied with a permit.

4.0 Signs

22/07/2021
C255morn

None specified.

5.0 Application requirements

22/07/2021
C255morn

None specified.

6.0 Decision guidelines

22/07/2021
C255morn

The following decision guidelines apply to an application for a permit under Clause 43.02, in addition to those specified in Clause 43.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- The design objectives of this schedule.
- Where an objective has been applied from Clause 54.02 to 54.06, inclusive, the relevant decision guidelines from that Clause.
- Any relevant development plan, heritage study, code or policy relating to the protection and development of land in the area.
- The effect of any proposed subdivision or development, including demolition, on the heritage values of the site and of the local area.
- The effect of any proposed subdivision or development on the environmental and landscape values of site and of the local area, including the effect on streamlines, foreshores, areas of remnant vegetation, areas prone to erosion and the amenity and accessibility of open space.
- In areas where reticulated sewerage is not available, whether the applicant has submitted a report from a suitably qualified person to demonstrate whether effluent can be treated and retained on-site, without contaminating groundwater, in accordance with State Environment Protection Policies.
- The need to ensure that the design of development has adequate regard to fire risk and includes appropriate fire protection measures.
- The comments of any relevant coastal management or soil conservation authority.

- The maintenance of an appropriate separation between housing and extractive industry sites in accordance with buffer distances recommended by the Environment Protection Authority or Department of Natural Resources and Environment.

42.01 ENVIRONMENTAL SIGNIFICANCE OVERLAY

31/07/2018
VC148

Shown on the planning scheme map as **ESO** with a number.

Purpose

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

To identify areas where the development of land may be affected by environmental constraints.

To ensure that development is compatible with identified environmental values.

42.01-1 Environmental significance and objectives

31/07/2018
VC148

A schedule to this overlay must contain:

- A statement of environmental significance.
- The environmental objectives to be achieved.

42.01-2 Permit requirement

16/10/2025
VC288

A permit is required to:

- Construct a building or construct or carry out works. This does not apply if a schedule to this overlay specifically states that a permit is not required.
- Construct a fence if specified in a schedule to this overlay.
- Construct bicycle pathways and trails.
- Subdivide land. This does not apply if a schedule to this overlay specifically states that a permit is not required.
- Remove, destroy or lop any vegetation, including dead vegetation. This does not apply:
  - If a schedule to this overlay specifically states that a permit is not required.
  - If the table to Clause 42.01-3 specifically states that a permit is not required.
  - To the removal, destruction or lopping of native vegetation in accordance with a native vegetation precinct plan specified in the schedule to Clause 52.16.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Provision
Subdivide land to realign the common boundary between two lots where: ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change.	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within five years prior to the application for a permit for subdivision.	Clause 59.02

Class of application	Provision
Subdivide land into two lots if: ■ The construction of a building or the construction or carrying out of works on the land: – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ■ The subdivision does not create a vacant lot.	Clause 59.02
Subdivide land into two lots if: ■ A permit has been issued under a provision of a residential zone to construct up to two dwellings on the land and the permit has not expired. ■ Each lot will contain either: – one existing dwelling; or – one dwelling permitted to be constructed in accordance with the permit.	Clause 59.02
Construct a fence.	Clause 59.05
Remove, destroy or lop one tree provided: ■ A permit has not been granted for a VicSmart application to remove, destroy or lop a tree on the same land within the last 12 months. ■ There is no other current VicSmart application to remove, destroy or lop a tree on the same land.	Clause 59.06
Construct a building or construct or carry out works for: ■ A carport, garage, pergola, verandah, deck, shed or similar structure. ■ A rainwater tank. The buildings and works must be associated with a dwelling or a small second dwelling.	Clause 59.05

42.01-3
16/08/2024
VC262

Table of exemptions

The requirement to obtain a permit does not apply to:	
Emergency works	Vegetation that is to be removed, destroyed or lopped: ■ in an emergency by, or on behalf of, a public authority or municipal council to create an emergency access or to enable emergency works; or ■ where it presents an immediate risk of personal injury or damage to property. Only that part of the vegetation that presents the immediate risk may be removed, destroyed or lopped under this exemption.
Extractive industry	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of extractive industry in accordance with a work plan approved under the *Mineral Resources (Sustainable Development) Act 1990* and authorised by a work authority granted under that Act.

The requirement to obtain a permit does not apply to:	
Fire protection	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of any of the following fire protection activities: ▪ fire fighting; ▪ planned burning; ▪ making or maintenance of a fuelbreak or fire fighting access track (or any combination thereof) that does not exceed a combined width of 6 metres; ▪ making of a strategic fuelbreak up to 40 metres wide by, or on behalf of, a public authority in accordance with a strategic fuelbreak plan approved by the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*); ▪ is ground fuel within 30 metres of a building and is vegetation other than native vegetation; ▪ in accordance with a fire prevention notice issued under either: – section 87 of the *Fire Rescue Victoria Act 1958* ; – section 65 of the *Forests Act 1958* ; or – section 41 of the *Country Fire Authority Act 1958* . ▪ keeping vegetation clear of, or minimising the risk of bushfire ignition from, an electric line in accordance with a code of practice prepared under Part 8 of the *Electricity Safety Act 1998* ; ▪ minimising the risk to life and property from bushfire on a roadside of a public road managed by the relevant responsible road authority, and carried out by, or on behalf of that authority in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*). In this exemption, roadside, public road and responsible road authority have the same meanings as in section 3 of the *Road Management Act 2004* . *Note: Additional permit exemptions for bushfire protection are provided at Clause 52.12.*
Geothermal energy exploration and extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the *Geothermal Energy Resources Act 2005* .
Greenhouse gas sequestration and exploration	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the *Greenhouse Gas Geological Sequestration Act 2008* .
Land management or directions notice	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land management notice or directions notice served under the *Catchment and Land Protection Act 1994* .
Land use conditions	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land use condition served under the *Catchment and Land Protection Act 1994* .
Mineral exploration and mining	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by the holder of an exploration, mining, prospecting, or retention licence issued under the *Mineral Resources (Sustainable Development) Act 1990* : ▪ that is low impact exploration within the meaning of Schedule 4A of the *Mineral Resources (Sustainable Development) Act 1990* ; or

The requirement to obtain a permit does not apply to:	
	▪ in accordance with a work plan approved under Part 3 of the *Mineral Resources (Sustainable Development) Act 1990* . *Note: Schedule 4A of the Mineral Resources (Sustainable Development) Act 1990 specifies limits on the extent of native vegetation that may be removed as part of low impact exploration.*
Noxious weeds	Vegetation that is a noxious weed subject of a declaration under section 58 or section 58A of the *Catchment and Land Protection Act 1994* . This exemption does not apply to Australian Dodder (*Cuscuta australis*).
Pest animal burrows	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the removal of pest animal burrows. In the case of native vegetation the written agreement of an officer of the department responsible for administering the *Flora and Fauna Guarantee Act 1988* is required before the vegetation can be removed, destroyed or lopped.
Planted vegetation	Vegetation that is to be removed, destroyed or lopped that was either planted or grown as a result of direct seeding for Crop raising or Grazing animal production.
Railways	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to maintain the safe and efficient function of an existing railway, or railway access road, in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*).
Regrowth	Vegetation that is to be removed, destroyed or lopped that has naturally established or regenerated on land lawfully cleared of naturally established vegetation, and is: ▪ bracken (Pteridium esculentum); or ▪ within the boundary of a timber production plantation, as indicated on a Plantation Development Notice or other documented record, and has established after the plantation. This exemption does not apply to land on which vegetation has been destroyed or otherwise damaged as a result of flood, fire or other natural disaster.
Road safety	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of a public authority or municipal council to maintain the safe and efficient function of an existing public road in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*).
Stone exploration	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of Stone exploration. The maximum extent of vegetation removed, destroyed or lopped under this exemption on contiguous land in the same ownership in a five year period must not exceed any of the following: ▪ 1 hectare of vegetation which does not include a tree. ▪ 15 trees with a trunk diameter of less than 40 centimetres at a height of 1.3 metres above ground level. ▪ 5 trees with a trunk diameter of 40 centimetres or more at a height of 1.3 metres above ground level. This exemption does not apply to costeaning and bulk sampling activities.

The requirement to obtain a permit does not apply to:	
Surveying	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by, or on behalf of, a licenced surveyor (within the meaning of section 3 of the *Surveying Act 2004*) using hand-held tools to establish a sightline for the measurement of land.
Traditional owners	Vegetation that is to be removed, destroyed or lopped by a person acting under, and in accordance with: ▪ a natural resources agreement under Part 6 of the *Traditional Owners Settlement Act 2010* ; or ▪ an authorisation order made under sections 82 or 84 of the *Traditional Owner Settlement Act 2010* as those sections were in force immediately before the commencement of section 24 of the *Traditional owners Settlement Amendment Act* in 2016 (1 May 2017).
Tram stops	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of the Head, Transport for Victoria to construct a tram stop, including a tram stop shelter.
Transport land	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of the Head, Transport for Victoria on land in a Transport Zone, or in a Public Acquisition Overlay if the Head, Transport for Victoria is the acquiring authority, to construct or maintain transport system infrastructure.

42.01-4 Application requirements

31/07/2018
VC148

An application must be accompanied by any information specified in a schedule to this overlay.

42.01-5 Decision guidelines

31/07/2018
VC148

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and Planning Policy Framework.
- The statement of environmental significance and the environmental objective contained in a schedule to this overlay.
- The need to remove, destroy or lop vegetation to create a defendable space to reduce the risk of bushfire to life and property.
- Any other matters specified in a schedule to this overlay.

22/07/2021
C255morn

SCHEDULE 4 TO CLAUSE 42.01 ENVIRONMENTAL SIGNIFICANCE OVERLAY

Shown on the planning scheme map as **ESO4.**

Eastern Peninsula

1.0 Statement of environmental significance

22/07/2021
C255morn

This area forms part of the catchment of the Warrengine Creek, and other streams and waterways discharging to Westernport Bay. It is also an area of strategic landscape importance, with an open undulating terrain that defines part of the rural edge to the townships of Somerville, Tyabb, Hastings, Bittern, Crib Point and Balnarring.

2.0 Environmental objective to be achieved

22/07/2021
C255morn

To protect and conserve the environmental systems, bio diversity, native vegetation, habitat areas, land and soil stability, drainage patterns, and stream quality of this area.

To promote the sustainable development of rural land and integrated land and catchment management, including the retention and enhancement of habitat corridors and wetlands.

To ensure that subdivision and development density is compatible with maintaining the long term natural, agricultural and landscape values of this area.

To promote siting and design of buildings and works that is responsive to the undulating rural landscape character and vistas of this area, and that maintains the scenic value of roads and recreation routes.

3.0 Permit requirement

20/01/2022
VC205

A permit is not required to remove, destroy or lop vegetation that is not native vegetation.

A permit is not required to remove, destroy or lop native vegetation specified in the schedule to Clause 52.17.

A permit is not required for buildings and works associated with a Section 1 use in the Green Wedge Zone, Special Use Zone or Public Use Zone, provided the following requirements are met:

- No building or other structure exceeds a height of 8 metres above natural ground level.
- The total site coverage of all buildings does not exceed 10 per cent.
- All external cladding of buildings, and structures including roofing, which is visible from any other property or roadway, is painted or finished in low reflective (40 per cent or less), neutral tones which blend with the surrounding landscape, to the satisfaction of the responsible authority or, where the building is an extension to an existing building and the existing floor area is not being increased by more than 25 per cent, the colours of the external cladding and roof matches that of the existing building.
- No septic system is located within 60 metres of a streamline, wetland, area of fluviatile deposits, cliff and beach area or active dune area as defined under schedules to this overlay or within 60 metres of land within an Erosion Management Overlay.
- Development is not located within 100 metres of land included in a Public Conservation and Resource Zone.
- No dam is located within 100 metres of a Transport Zone 2, 40 metres from a Transport Zone 3, 20 metres from any other road or 5 metres from any other boundary.
- All earthworks, including the development of land for agricultural use, are conducted so as to avoid sediment discharge to creeks and waterways and to avoid the loss of floodplain capacity.
- Any stock loading facility is located more than 10 metres from a road frontage.

4.0 Application requirements

22/07/2021
C255morn

None specified.

5.0 Decision guidelines

22/07/2021
C255morn

None specified.

22/07/2021
C255morn

SCHEDULE 28 TO CLAUSE 42.01 ENVIRONMENTAL SIGNIFICANCE OVERLAY

Shown on the planning scheme map as **ESO28** .

Mornington Peninsula Bushland

1.0 Statement of environmental significance

22/07/2021
C255morn

The remnant native vegetation of the Mornington Peninsula is significant for its diversity and environmental value, including habitat areas of state, national and international significance. Smaller areas of vegetation act as important components of the remaining habitat, providing movement corridors for both animals and bird life.

Remnant vegetation is also a key feature of the Peninsula's landscapes and their scenic recreational value for local and regional communities.

Retaining vegetation is also critical to catchment management, in terms of maintaining surface and ground water quality, the control of siltation, the management of soil salinity, acidification and waterlogging, and prevention of erosion in hillside and coastal areas. The ability to maintain environmental systems and viable habitat areas on the Peninsula is highly dependent on the retention of existing native vegetation and encouraging revegetation utilising indigenous species.

2.0 Environmental objective to be achieved

22/07/2021
C255morn

To protect and conserve native vegetation and habitat areas, including those of rare, threatened and endangered flora and fauna species, from clearing, degradation or fragmentation.

To protect and conserve habitat corridors, including land with a minimum width of 30 metres on both sides of a streamline.

To arrest and reverse the decline of remanent native vegetation, and to achieve a net increase in native vegetation within the Shire over time.

To promote the maintenance of ecological processes and biodiversity.

To promote the implementation of regional catchment strategies, regional vegetation plans and other natural resource management strategies.

To conserve the Shire's vegetation based landscape assets.

To avoid the loss or detrimental modification of native vegetation through grazing, cropping and other forms of agriculture.

To ensure that trees are cleared from no more than 10 per cent of the land effected by this schedule and understorey from no more than a further 30 per cent of the land effected by this schedule.

3.0 Permit requirement

22/07/2021
C255morn

A permit is not required to remove vegetation that is not native vegetation.

A permit is not required to remove, destroy or lop native vegetation specified in the schedule to Clause 52.17.

4.0 Application requirements

22/07/2021
C255morn

The following application requirements apply to an application for a permit under Clause 42.01, in addition to those specified elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

- Applications to locate dwellings within bushland areas must include a site plan indicating the areas for the dwelling, access driveways, fire hazard clearing, areas for effluent disposal and other areas of site development in addition to the plan requirements specified below.
- An application to remove native vegetation must:

  - Indicate the total extent of native vegetation on the property, the extent and purpose of proposed clearing, the location of any watercourse on the property, and, if relevant, the location of areas where the ground slope exceeds 20 per cent.
  - Demonstrate that the proposed removal of native vegetation has been minimised to the maximum extent that is reasonable and practical.
  - Specify measures to protect and improve the condition of native habitat, including proposals for revegetation, indicating proposed species, methods of ground stabilisation and measures to prevent or manage invasion by environmental weeds.
- If the area of proposed clearing exceeds 4000 square metres, a report on the vegetation and habitat significance of the area to be cleared must be provided to the satisfaction of the responsible authority.

5.0 Decision guidelines

22/07/2021
C255morn

The following decision guidelines apply to an application for a permit under Clause 42.01, in addition to those specified in Clause 42.01 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- The environmental objectives of this schedule.
- Any relevant regional catchment strategy or regional vegetation plan.
- The need for a report, by a properly qualified person and to the satisfaction of the responsible authority, on the vegetation and habitat significance of the vegetation to be removed.
- The botanical and habitat value of the vegetation in terms of physical condition, rarity or diversity. This includes recognition of the role of dead vegetation and tree hollows in providing habitat.
- The environmental value of the vegetation in terms of protecting stream quality and wetlands.
- Whether there is any reasonable alternative site for proposed buildings and works outside of the overlay area that would better meet the objectives of this schedule.
- The extent of the proposed vegetation removal and the likely effect on the stability of the site and soils, particularly along streamlines or in erosion prone areas.
- The siting and design of buildings and works to avoid the removal of remnant vegetation, including the disturbance of root zones.
- The extent to which the removal of vegetation is necessary to achieve proper fire management.
- The likely effect of any clearing on the habitat value and long term viability of remnant bushland areas.
- Whether the sitng of a proposed dwelling is likely to generate demand for future removal of vegetation associated with fire hazard clearing, areas for ancillary uses and the like.
- The extent to which proposed clearing may expose remaining areas to weed invasion.
- The landscape impact of the proposed removal, destruction or lopping of vegetation.
- The purpose of removing native vegetation and whether there are any alternative land management or construction practices that would better meet the objectives of this schedule.
- The comments of any relevant coastal management fire prevention, catchment protection, land management or soil conservation authority.
- The benefit of conditions requiring planting or replanting or other treatment of any part of the land, including the opportunity to achieve a net increase in the area of native vegetation.
- The benefit of requiring locally indigenous species in replanting and the need to exclude environmental weeds.

42.02 VEGETATION PROTECTION OVERLAY

31/07/2018
VC148

Shown on the planning scheme map as **VPO** with a number.

Purpose

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

To protect areas of significant vegetation.

To ensure that development minimises loss of vegetation.

To preserve existing trees and other vegetation.

To recognise vegetation protection areas as locations of special significance, natural beauty, interest and importance.

To maintain and enhance habitat and habitat corridors for indigenous fauna.

To encourage the regeneration of native vegetation.

42.02-1 Vegetation significance and objectives

31/07/2018
VC148

A schedule to this overlay must contain:

- A statement of the nature and significance of the vegetation to be protected.
- The vegetation protection objectives to be achieved.

42.02-2 Permit requirement

28/10/2022
VC224

A permit is required to remove, destroy or lop any vegetation specified in a schedule to this overlay.

This does not apply:

- If the table to Clause 42.02-3 specifically states that a permit is not required.
- To the removal, destruction or lopping of native vegetation in accordance with a native vegetation precinct plan specified in the schedule to Clause 52.16.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Remove, destroy or lop one tree provided: - A permit has not been granted for a VicSmart application to remove, destroy or lop a tree on the same land within the last 12 months. - There is no other current VicSmart application to remove, destroy or lop a tree on the same land.	Clause 59.06

42.02-3
16/08/2024
VC262

Table of exemptions

The requirement to obtain a permit does not apply to:	
Emergency works	Vegetation that is to be removed, destroyed or lopped: ▪ in an emergency by, or on behalf of, a public authority or municipal council to create an emergency access or to enable emergency works; or ▪ where it presents an immediate risk of personal injury or damage to property. Only that part of the vegetation that presents the immediate risk may be removed, destroyed or lopped under this exemption.
Extractive industry	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of extractive industry in accordance with a work plan approved under the *Mineral Resources (Sustainable Development) Act 1990* and authorised by a work authority granted under that Act.
Fire protection	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of any of the following fire protection activities: ▪ fire fighting; ▪ planned burning; ▪ making or maintenance of a fuelbreak or fire fighting access track (or any combination thereof) that does not exceed a combined width of 6 metres; ▪ making a strategic fuelbreak up to 40 metres wide by, or on behalf of, a public authority in accordance with a strategic fuelbreak plan approved by the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*); ▪ is ground fuel within 30 metres of a building and is vegetation other than native vegetation; ▪ in accordance with a fire prevention notice issued under either: – section 87 of the *Fire Rescue Victoria Act 1958* ; – section 65 of the *Forests Act 1958* ; or – section 41 of the *Country Fire Authority Act 1958* . ▪ keeping vegetation clear of, or minimising risk of bushfire ignition from, an electric line in accordance with a code of practice prepared under Part 8 of the *Electricity Safety Act 1998* ; ▪ minimising the risk to life and property from bushfire on a roadside of a public road managed by the relevant responsible road authority, and carried out by, or on behalf of that authority in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*). In this exemption, roadside, public road and responsible road authority have the same meanings as in section 3 of the *Road Management Act 2004* . *Note: Additional permit exemptions for bushfire protection are provided at Clause 52.12.*
Geothermal energy exploration and extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the *Geothermal Energy Resources Act 2005* .
Greenhouse gas sequestration and exploration	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary in accordance with an operation plan approved under the *Greenhouse Gas Geological Sequestration Act 2008* .

The requirement to obtain a permit does not apply to:	
Land management and directions notice	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land management notice or directions notice served under the *Catchment and Land Protection Act 1994* .
Land use conditions	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to comply with a land use condition served under the *Catchment and Land Protection Act 1994* .
Mineral exploration and extraction	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by the holder of an exploration, mining, prospecting, or retention licence issued under the *Mineral Resources (Sustainable Development) Act* 1990: ▪ that is low impact exploration within the meaning of Schedule 4A of the *Mineral Resources (Sustainable Development) Act 1990* ; or ▪ in accordance with a work plan approved under Part 3 of the *Mineral Resources (Sustainable Development) Act 1990* . *Note: Schedule 4A of the Mineral Resources (Sustainable Development) Act 1990 specifies limits on the extent of native vegetation that may be removed as part of low impact exploration.*
Noxious weeds	Vegetation that is a noxious weed subject of a declaration under section 58 or section 58A of the *Catchment and Land Protection Act 1994* . This exemption does not apply to Australian Dodder (*Cuscuta australis*).
Pest animal burrows	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to enable the removal of pest animal burrows. In the case of native vegetation the written agreement of an officer of the department responsible for administering the *Flora and Fauna Guarantee Act 1988* is required before the vegetation can be removed, destroyed or lopped.
Planted vegetation	Vegetation that is to be removed, destroyed or lopped that was either planted or grown as a result of direct seeding for Crop raising or Grazing animal production.
Railways	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary to maintain the safe and efficient function of an existing railway, or railway access road, in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*).
Regrowth	Vegetation that is to be removed, destroyed or lopped that has naturally established or regenerated on land lawfully cleared of naturally established vegetation, and is: ▪ bracken (*Pteridium esculentum*); or ▪ within the boundary of a timber production plantation, as indicated on a Plantation Development Notice or other documented record, and has established after the plantation. This exemption does not apply to land on which vegetation has been destroyed or otherwise damaged as a result of flood, fire or other natural disaster.
Road safety	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by and on behalf of a public authority or municipal council to maintain the safe and efficient function of an existing public road in accordance with the written agreement of the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the *Conservation, Forests and Lands Act 1987*).

The requirement to obtain a permit does not apply to:	
Stone exploration	Vegetation is to be removed, destroyed or lopped to the minimum extent necessary to enable the carrying out of Stone exploration. The maximum extent of vegetation removed, destroyed or lopped under this exemption on contiguous land in the same ownership in a five year period must not exceed any of the following: ▪ 1 hectare of vegetation which does not include a tree. ▪ 15 trees with a trunk diameter of less than 40 centimetres at a height of 1.3 metres above ground level. ▪ 5 trees with a trunk diameter of 40 centimetres or more at a height of 1.3 metres above ground level. This exemption does not apply to costeaning and bulk sampling activities.
Surveying	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by, or on behalf of, a licenced surveyor (within the meaning of section 3 of the *Surveying Act 2004*) using hand-held tools to establish a sightline for the measurement of land.
Traditional owners	Vegetation that is to be removed, destroyed or lopped by a person acting under, and in accordance with: ▪ a natural resources agreement under Part 6 of the *Traditional Owners Settlement Act 2010* ; or ▪ an authorisation order made under sections 82 or 84 of the *Traditional Owner Settlement Act 2010* as those sections were in force immediately before the commencement of section 24 of the *Traditional owners Settlement Amendment Act* in 2016 (1 May 2017).
Tram stops	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of the Head, Transport for Victoria to construct a tram stop, including a tram stop shelter.
Transport land	Vegetation that is to be removed, destroyed or lopped to the minimum extent necessary by or on behalf of the Head, Transport for Victoria on land in a Transport Zone, or in a Public Acquisition Overlay if the Head, Transport for Victoria is the acquiring authority, to construct or maintain transport system infrastructure.

42.02-4 Application requirements

31/07/2018
VC148

An application must be accompanied by any information specified in a schedule to this overlay.

42.02-5 Decision guidelines

31/07/2018
VC148

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The statement of the nature and significance of the vegetation to be protected and the vegetation protection objective contained in a schedule to this overlay.
- The effect of the proposed use, building, works or subdivision on the nature and type of vegetation to be protected.
- The role of native vegetation in conserving flora and fauna.
- The need to retain native or other vegetation if it is rare, supports rare species of flora or fauna or forms part of a wildlife corridor.

- The need to retain vegetation which prevents or limits adverse effects on ground water recharge.
- The need to retain vegetation:
  - Where ground slopes exceed 20 percent.
  - Within 30 metres of a waterway or wetland.
  - On land where the soil or subsoil may become unstable if cleared.
  - On land subject to or which may contribute to soil erosion, slippage or salinisation.
  - In areas where the removal, destruction or lopping of vegetation could adversely affect the integrity or long term preservation of an identified site of scientific, nature conservation or cultural significance.
  - Which is of heritage or cultural significance.
- The need to remove, destroy or lop vegetation to create a defendable space to reduce the risk of bushfire to life and property.
- Any relevant permit to remove, destroy or lop vegetation in accordance with a land management plan or works program.
- Whether the application includes a land management plan or works program.
- Whether provision is made or is to be made to establish and maintain vegetation elsewhere on the land.
- Any other matters specified in a schedule to this overlay.

22/07/2021
C255morn

SCHEDULE 1 TO CLAUSE 42.02 VEGETATION PROTECTION OVERLAY

Shown on the planning scheme map as **VPO1** .

TOWNSHIP VEGETATION

1.0 Statement of nature and significance of vegetation to be protected

22/07/2021
C255morn

There are many residential areas within the Mornington Peninsula's where substantial vegetation cover, rather than built form, is the dominant visual and environmental feature. These areas include the Mt Eliza escarpment, areas of the Mornington and Mt Martha townships, the rural residential areas of Somerville, Hastings and Crib Point, the Westernport coastal villages, and the hillside, cliff top, sand dune and wildcoast areas of the southern Peninsula.

In these areas, the impression is of buildings within a landscape rather than that of landscaping around buildings. This balance between natural or introduced vegetation and built form contributes substantially to local character. Vegetation in these areas also serves important environmental functions in providing areas of habitat and habitat corridors, assisting soil stability, reducing the intensity of stormwater runoff and limiting the erosion and siltation of streamlines.

2.0 Vegetation protection objectives to be achieved

22/07/2021
C255morn

To recognise areas where substantial vegetation cover is the dominant visual and environmental feature.

To ensure that subdivision and development proposals have proper regard to the landscape character of township areas.

To ensure that new development has proper regard for the established landscape, streetscape and development pattern in terms of being consistent with the existing balance between vegetation and building form in the local area and contributing to the landscape character of the area.

To ensure that any removal of natural vegetation and works associated with development in environmentally sensitive areas, including streamline areas, is carried out with proper regard to the physical characteristics of each site and the local area.

To avoid grazing on the steeper slopes of Arthur's Seat.

To ensure that any removal of natural vegetation in proximity to the Point Nepean National Park or other public land has proper regard to the impact on these areas.

To protect and conserve native vegetation, including grasses and ground flora.

To protect and conserve the habitat value of vegetation within township areas.

To encourage strategic replanting to provide for the long term maintenance of landscape and environmental values within townships.

To ensure that the proposed relocation of dwellings, or other buildings, includes measures to minimise the removal of vegetation on site and from road reserves.

To prevent the premature removal of vegetation from a site prior to consideration of design options for a proposed development.

3.0 Permit requirement

22/07/2021
C255morn

A permit is required to remove, destroy or lop any vegetation, except for:

- The removal of vegetation which is to be carried out in conjunction with a development approved under a planning permit and in accordance with an endorsed plan.
- The removal of vegetation necessary for the construction of a dwelling, dwelling extension or outbuilding where no planning permit is required and provided that:
  - A building permit has been granted for the proposed development.

  - No tree with a trunk circumference greater than 0.35 metres is removed within 6 metres of a road frontage.
  - Vegetation is only removed from the building footprint or within 2 metres of the proposed building.
- The removal of vegetation, not within a road reserve, to enable the formation of a single crossing and access driveway with a maximum width of 3.7 metres.
- The removal of vegetation which presents an immediate risk of personal injury or damage to property including the culling of single trees located within 3 metres of a dwelling or outbuilding, or which overhangs a boundary line.
- The removal of any dead timber or branch which has occurred through natural circumstances, fire or the spread of noxious weeds.
- The removal of any tree or branch of a tree which impairs the access of motor vehicles along any existing or approved access track, provided that such access track has a width no greater than 3.7 metres.
- The maintenance of landscaping, including pruning, which does not effect the stability, general form and viability of the vegetation.
- The removal of vegetation that has been established for less than 10 years and which is not required as landscaping under a planning approval.
- The removal of vegetation specified in the schedule to Clause 52.17.

4.0 Application requirements

22/07/2021
C255morn

The following application requirements apply to an application for a permit under Clause 42.02, in addition to those specified elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

- An application for permit must be accompanied by a vegetation management plan clearly indicating:
  - All existing vegetation on the site, the extent and purpose of proposed vegetation removal and the species, density and location of trees and other vegetation to be planted.
  - The location of any watercourse on the property, and, if relevant, the location of areas where the ground slope exceeds 20 per cent.
- Where it is proposed to relocate a building, the application must specify the intended access route and provide an assessment of the vegetation impact, both on the site and on road reserves, including any proposed replanting.

5.0 Decision guidelines

22/07/2021
C255morn

The following decision guidelines apply to an application for a permit under Clause 42.02, in addition to those specified in Clause 42.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- The vegetation protection objectives of this schedule.
- The value of the native vegetation to be removed in terms of its habitat, landscape and environmental values, age, physical condition, rarity or variety.
- The need for a report, by a properly qualified person and to the satisfaction of the responsible authority, on the vegetation and habitat significance of the vegetation to be removed.
- Whether there is any reasonable alternative means of siting buildings and works in order to conserve the native vegetation of the area.
- The extent of the proposed vegetation removal and its likely effect on the stability of the site, particularly along streamlines or in erosion prone areas.

- The extent to which the removal of vegetation is necessary to achieve proper fire management.
- The benefit of conditions providing for the relocation of significant species prior to development of a site, having particular regard to the occurrence of native orchids.
- The benefit of conditions requiring planting, replanting and other treatment of the land, having regard to the relationship between buildings and the landscape and the maintenance, where possible, of shared view lines.
- The need for replacement vegetation to be of an appropriate species and to exclude environmental weeds.
- The need for a condition requiring the payment of a bond as part of a development approval to ensure that no unauthorised removal of vegetation occurs.
- The comments of any relevant coastal management, fire prevention, land management or soil conservation authority.

22/07/2021
C255morn

SCHEDULE 2 TO CLAUSE 42.02 VEGETATION PROTECTION OVERLAY

Shown on the planning scheme map as **VPO2** .

SIGNIFICANT TREELINES

1.0 Statement of nature and significance of vegetation to be protected

22/07/2021
C255morn

Treelines within roadside reserves, along streamlines and within properties form important habitat and landscape elements on the Mornington Peninsula. Treelines often act as habitat corridors linking other, more substantial, areas of remnant vegetation. These factors are emphasised in the Shire's Road Side Management Strategy. Many treelines, including those composed of non-indigenous trees, such as Monterey or Radiata Pines, are culturally significant elements of the Peninsula landscape.

2.0 Vegetation protection objectives to be achieved

22/07/2021
C255morn

To protect and conserve native vegetation and habitat areas, including those of rare, threatened and endangered flora and fauna species, along roadsides, streamlines, linear reserves and other treelines.

To maintain the high landscape quality of roadsides and other areas.

To maintain and enhance the habitat value and corridor function of treelines.

To ensure consideration of the cultural and landscape significance of all treelines, including those composed of introduced vegetation species, such as Monterey or Radiata Pines.

To ensure that proposals for replacement planting have regard to both environmental and cultural landscape values.

To encourage strategic replanting programs, using suitable species, to provide for the long term maintenance of landscape values.

3.0 Permit requirement

22/07/2021
C255morn

A permit is required to remove, destroy or lop any vegetation, except for:

- The removal of vegetation which is to be carried out in conjunction with a development approved under a planning permit and in accordance with an endorsed plan.
- The removal of vegetation necessary for the construction of a dwelling, dwelling extension or outbuilding where no planning permit is required and provided that:
  - A building permit has been granted for the proposed development.
  - Vegetation is only removed from the building footprint or within 2 metres of the proposed building.
  - No tree with a trunk circumference greater than 0.35 metres is removed within 6 metres of a road frontage.
- The removal of vegetation, not within a road reserve, to enable the formation of a single crossing and access driveway with a maximum width of 3.7 metres.
- The removal of vegetation which presents an immediate risk of personal injury or damage to property including the culling of single trees located within 3 metres of a dwelling or outbuilding, or which overhangs a boundary line.
- The removal of any dead timber or branch which has occurred through natural circumstances, fire or the spread of noxious weeds.
- The removal of any tree or branch of a tree which impairs the access of motor vehicles along any existing or approved access track, provided that such access track has a width no greater than 3.7 metres.
- The removal of vegetation specified in the schedule to Clause 52.17.

4.0 Application requirements

22/07/2021
C255morn

The following application requirements apply to an application for a permit under Clause 42.02, in addition to those specified elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

- An application to remove vegetation must indicate:
  - The total extent of vegetation on the property and the extent of proposed clearing.
  - The location of any watercourse on the property, and, if relevant, the location of areas where the ground slope exceeds 20 percent.
  - The purpose of the proposed clearing and any proposals for revegetation, including proposed species, and ground stabilisation.

5.0 Decision guidelines

22/07/2021
C255morn

The following decision guidelines apply to an application for a permit under Clause 42.02, in addition to those specified in Clause 42.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- The vegetation protection objectives of this schedule.
- Any relevant regional catchment strategy or regional vegetation plan.
- The need for a report, by a properly qualified person and to the satisfaction of the responsible authority, on the vegetation and habitat significance of the vegetation to be removed.
- The cultural landscape value and visual prominence of the treeline, including the extent to which it remains intact and the condition and health of the trees.
- The botanical and environmental value of the treeline, including the age and condition of the trees and the extent to which the tree line forms part of a habitat area or habitat corridor.
- The need to maintain the connectivity of habitat corridors.
- The extent of the proposed vegetation removal and its likely effect on the stability of the site, particularly along streamlines or in erosion prone areas.
- The effect of retaining the treeline on agricultural pursuits and whether there is any reasonable alternative means of managing the land or siting buildings and works in order to conserve the vegetation of the area and better meet the objectives of this schedule.
- The extent to which the removal of vegetation is necessary to achieve proper fire management
- The benefit of conditions requiring replanting.
- The need for replacement vegetation to be of an appropriate species, having regard to the link between the species and the cultural landscape values of the treeline, the need to exclude environmental weeds and the proximity of the site to bushland areas. Where a treeline is near to bushland areas it is necessary to consider the potential for invasion of bushland by introduced species and the possibility of replacing introduced species with native species of a similar form.
- The comments of any relevant coastal management, fire prevention, catchment protection, land management or soil conservation authority.

Reference Number: SP06529/19

03 November 2025

MORNINGTON PENINSULA Shire

Christopher R Strauss & Joan V Strauss
PO Box 603
HASTINGS VIC 3915

Dear Christopher R Strauss & Joan V Strauss,

CONFIRMED – SWIMMING POOL AND SPA COMPLIANCE

RE: 6 Carpenters Lane North HASTINGS VIC 3915

Pursuant to Building Regulation 147V, I am writing to acknowledge the submission of your Form 23 - Certificate of Pool and Spa Barrier Compliance lodged with Council.

All swimming pool/spa owners are required to have their safety barrier inspected and submit a new Certificate of Compliance to council every four (4) years. This applies to all pools/spas capable of holding more than 300mm of water must have a compliant safety barrier.

Important information relevant to your next inspection:		
Next Certificate of Compliance Due Date:	**31 October 2029**	
Structure Type:	Construction date of pool/spa:	Applicable barrier standard:
Swimming Pool	**1 January 1990**	**AS1926.1 - 1993**

Next Steps:

- Arrange for a registered pool/spa inspector, building inspector or building surveyor to inspect the safety barrier for compliance. If required, rectify any issues identified by the inspection.
- If building practitioner, if satisfied you will be issued a Certificate of Compliance.
- Lodge your Certificate of Compliance issued by the inspector to council within 30 days of the date of issue with associated lodgement fee to Council via our online portal
- If you do not have access to the internet, payment can be taken over the phone and your Form 23 submitted by post.

Should you require further assistance, please visit Council's website www.mornpen.vic.gov.au or call the Statutory Building Unit on 03 5950 1060.

Yours faithfully,

Mathew Hopwood-Glover
Municipal Building Surveyor

MORNINGTON PENINSULA
Shire

COMMITTED TO A
SUSTAINABLE
PENINSULA

Ref: P13/2075: Direct Dial Krystal Blizzard on (03) 5950 1929 : Fax (03) 5950 1910

11 March 2015

Joan & Christopher Strauss
6 Carpenters Lane North
HASTINGS VIC 3915

Dear Sir / Madam

PLANNING APPLICATION P13/2075
6 CARPENTERS LANE NORTH HASTINGS

I refer to the Victorian Civil and Administrative Tribunal Order dated 4 March 2015. The decision of the Responsible Authority has been varied.

The Permit has been issued in accordance with the direction of the Tribunal.

Attached is a copy of Permit P13/2075 subject to the stated conditions.

Please note that pursuant to Condition 1 of the Permit, amended plans must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the Permit.

As a permit has been issued for the development of buildings or works, a Building Permit may be required before the buildings or works commence and advice should be sought from a Private Building Surveyor.

If you have any further questions I will be pleased to assist.

Yours faithfully

KRYSTAL BLIZZARD
SENIOR STATUTORY PLANNER

The Sustainable Environment Group is located at the Mornington Office
Queen Street, Mornington

Private Bag 1000
Besgrove Street
Rosebud 3939
Phone 1300 850 600
Fax 03 5986 6696
DX 30059
ABN 53 159 890 143
www.mornpen.vic.gov.au

Form 4

PLANNING PERMIT

Permit Application: P13/2075

Planning Scheme: Mornington Peninsula

Responsible Authority: Mornington Peninsula Shire

ADDRESS OF THE LAND:

6 CARPENTERS LANE NORTH HASTINGS
LOT 2 LP 118745 VOL 9186 FOL 513

THE PERMIT ALLOWS:

THE USE OF THE LAND FOR THE PURPOSE OF CONDUCTING WEDDING AND CIVIL CEREMONIES (PLACE OF ASSEMBLY) AND ASSOCIATED WORKS IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Conditions Nos. 1 to 14 inclusive

1 Before the works start, amended plans and documents to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, and endorsed accordingly, these plans and documents will form part of this permit. Plans are to be dimensioned and drawn to scale. The plans must be generally in accordance with the proposed Land Use Plan and Car Parking Plan number 36583CP-A Revision B sheets 1 of 2 and 2 of 2 dated 10/12/14 and received by the Responsible Authority on 10/12/2014 and must show:

(a) The area set aside for the parking of vehicles;

(b) Car parking space dimensions (in accordance with the technical requirements of Clause 52.06;

(c) All vehicles to be able to exit the site in a forward direction;

(d) Details of appropriate signage and definition of car parking spaces.

Date Issued: 11 March 2015

Signature for the Responsible Authority:

KRYSTAL BLIZZARD – SENIOR STATUTORY PLANNER

Form 4

PLANNING PERMIT	**Permit Application:**	P13/2075
	Planning Scheme:	Mornington Peninsula
	Responsible Authority:	Mornington Peninsula Shire

2 The layout of the use as shown on the endorsed plan must not be altered or modified without the consent of the Responsible Authority.

3 The use must only operate as a venue for ceremonies and must not include wedding receptions or functions.

4 The number of patrons present on the land at any one time must not exceed 120 people.

5 The use may only operate between 1st October of each calendar year and 30th April of the next calendar year.

6 The use may only operate between the hours of 11am and 6pm.

7 No more than three (3) ceremonies may be held on the land in any calendar week.

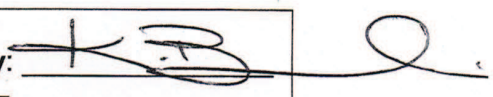
8 No more than two (2) ceremonies may be held on the land in a single day.

9 Unless with the further written consent of the Responsible Authority, no food is to be provided in association with the use.

10 No alcohol is to be sold or consumed on the land.

11 Unless with the further written consent of the Responsible Authority, one unisex toilet must be provided in association with any ceremony on the land

12 The approved use must not cause a nuisance or annoyance to persons beyond the land due to emissions of noise, parking of vehicles, dust or otherwise to the satisfaction of the Responsible Authority.

Date Issued: 11 March 2015	**Signature for the Responsible Authority:**  **KRYSTAL BLIZZARD – SENIOR STATUTORY PLANNER**

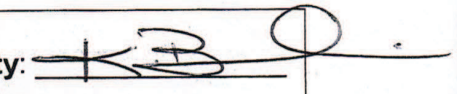
Form 4

PLANNING PERMIT	**Permit Application:**	P13/2075
	Planning Scheme:	Mornington Peninsula
	Responsible Authority:	Mornington Peninsula Shire

13 Sound levels emanating from the land must not exceed those required to be met under State Environmental Protection Policies Nos. N-1 (Control of noise from Commerce, Industry and Trade), and N-2 (Control of Music Noise from Public Premises).

14 This permit will expire if the use does not commence within two years of the issued date of this permit. In accordance with Section 69 of the *Planning and Environment Act* 1987, an application may be submitted to the Responsible Authority for an extension of the periods referred to in this condition.

Note: Permit issued in accordance with the Victorian Civil and Administrative Tribunal Order dated 4 March 2015 (Reference P1123/2014 & P1245/2014).

Date Issued: 11 March 2015	**Signature for the Responsible Authority:**  **KRYSTAL BLIZZARD – SENIOR STATUTORY PLANNER**

Ref: P13/2075: Direct Dial: Krystal Blizzard on (03) 5950 1929: Fax (03) 5950 1910
Applicant Ref

MORNINGTON PENINSULA
Shire

COMMITTED TO A
SUSTAINABLE
PENINSULA

15 April 2015

C R & J V Strauss
6 Carpenters Lane North
HASTINGS VIC 3915

Dear Sir / Madam

PLANNING APPLICATION P13/2075
6 CARPENTERS LANE NORTH HASTINGS

I refer to the amended plans submitted in accordance with Condition 1 of the above planning permit and advise that the plans are considered satisfactory.

Accordingly please find attached your copy of the plans which have been endorsed and should be read in conjunction with the permit and retained for your records.

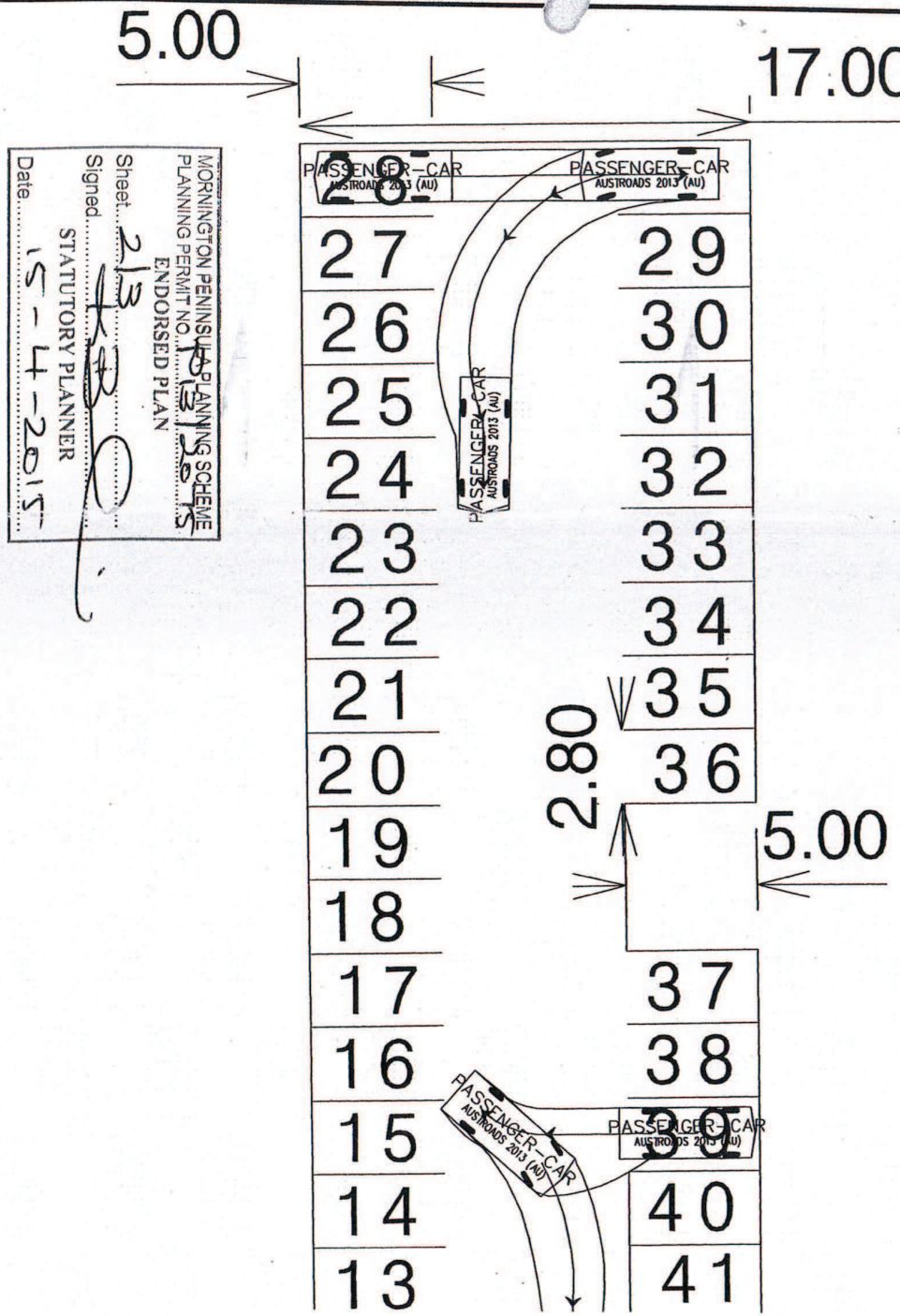
If you have any further questions I will be pleased to assist.

Yours faithfully

KRYSTAL BLIZZARD
SENIOR STATUTORY PLANNER

Private Bag 1000
Besgrove Street
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DX 30059
ABN 53 159 890 143
www.mornpen.vic.gov.au

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MORNINGTON PENINSULA PLANNING SCHEME
PLANNING PERMIT NO. PL13/1518
ENDORSED PLAN
Sheet 2/3
Signed
STATUTORY PLANNER
Date 15-4-2015

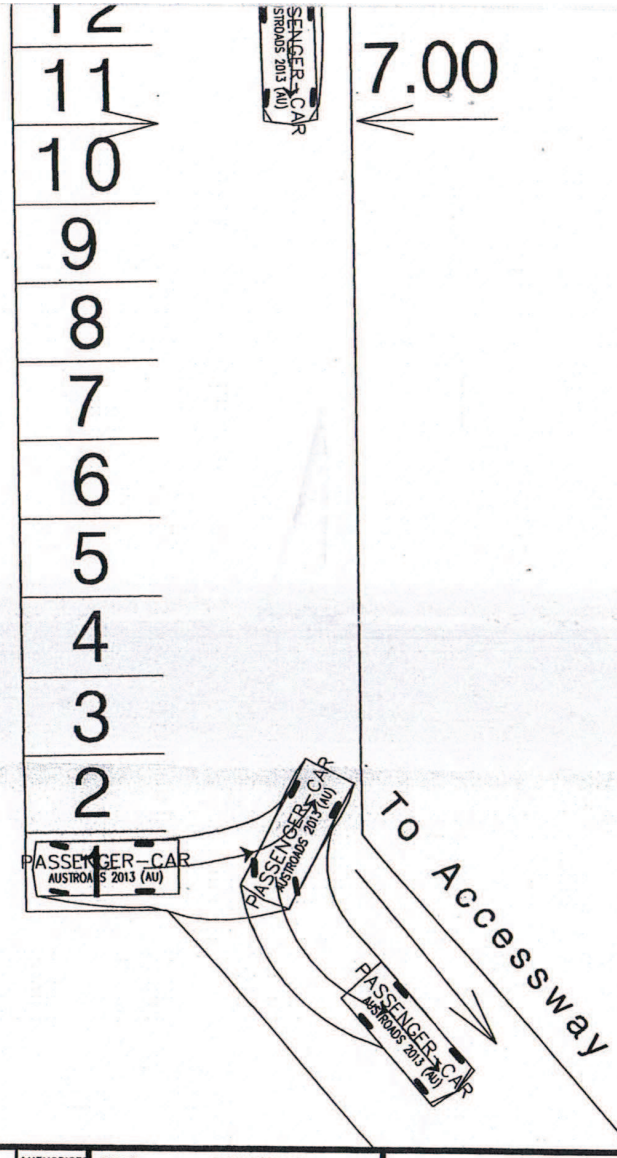
NOTE

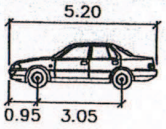
ALL PARKING SPACES ARE 2.8 x 5 METRES IN ACCORDANCE WITH CLAUSE 52.06 OF THE MORNINGTON PENINSULA PLANNING SCHEME

NO VEGETATION IS PROPOSED TO BE REMOVED

ALL VEHICLES CAN ENTER AND EXIT IN A FORWARD MOTION

DIRECTIONAL SIGNAGE DIRECTING CARS TO PARKING AREA WILL BE VISABLE FROM ACCESSWAY AS IDENTIFIED ON WATSONS PTY LTD PLAN: 36583CP-A





PASSENGER-CAR

		Meters
Width	:	1.94
Track	:	1.84
Lock to Lock Time	:	6.0
Steering Angle	:	33.6

MGA94 ZONE 55

30 0 60 120m

Scale 1 : 250 at A3

DATE	REVISION	DETAILS	AUTHORISED
10/12/14	B	Car Parking Plan	S.M.T

FILENAME: K:\36583\dgn\Planning\turning circles V8i.dgn

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SCALE:	1 : 6,000 at A3	
DATE PRINTED:	10/12/2014	
LEVEL DATA:	-	
LEVEL DATUM:	-	
PROJECT No.:	36583	
DRAWN:	J.A.D	DATE: 10/12/14
DESIGNED:	-	DATE: -
AUTHORISED:	S.M.T	DATE: 10/12/14

MORNINGTON
5 Main Street,
Phone:(03) 5975 4644
Fax:(03) 5975 3916

MELBOURNE
The Melburnian, Suite 2,
250 St.Kilda Rd.
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Fax:(03) 9697 8099

• TOWN PLANNERS
• CIVIL ENGINEERS
• SURVEYORS
• Project Managers
• Urban Designers
• Structural Engineers

WATSONS
URBAN DEVELOPMENT CONSULTANTS & MANAGERS
ABN 47 637 509 613

MORNINGTON PENINSULA SHIRE

PLAN NUMBER

MR. & MRS. STRAUSS
6 CARPENTERS LANE NORTH HASTINGS

36583CP-A

CAR PARKING PLAN

REVISION B

SHEET 1 OF 2

SIGNAGE SPECIFICATIONS

SIGN A



SIZE: 400MMX300MM

MATERIAL 3MM ALCUBOND PANELLING

COMPUTER CUT GRAPHICS LETTER HEIGHT 120MM

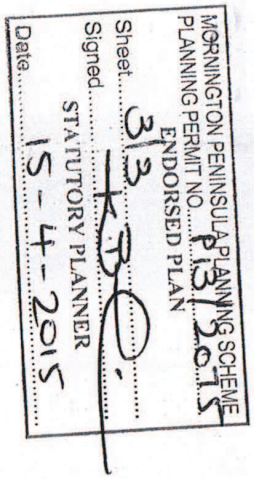
SIGN B



SIZE: 400MMX300MM

MATERIAL 3MM ALCUBOND PANELLING

COMPUTER CUT GRAPHICS LETTER HEIGHT 75MM



SIGN C



SIZE: 600MMX450MM

MATERIAL 3MM ALCUBOND PANELLING

COMPUTER CUT GRAPHICS LETTER HEIGHT 75MM