

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

# Contract of Sale of Real Estate\*

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

**Property address**                    **22 SEACOMBE GROVE, SOMERVILLE VIC**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

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

**SIGNED BY THE PURCHASER:** .....

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

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

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

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

**SIGNED BY THE VENDOR:** .....

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

**Print names(s) of person(s) signing:**    Alexis Marcel Nalty and Rebecca Marie Hough .....

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

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

### IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

### Particulars of sale

#### Vendor's estate agent

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

#### Vendor

Name:	Alexis Marcel Nalty and Rebecca Marie Hough
Address:	22 Seacombe Grove, Somerville VIC

#### Vendor's legal practitioner or conveyancer

Name:	SP Conveyancing Victoria Pty Ltd			
Address:	Suite 2, 76 Station Street, Somerville VIC 3912			
Email:	spc05@spconveyancing.com.au			
Tel:	03 5977 5156	Fax:		Ref: JC:25431

#### Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

#### Purchaser's legal practitioner or conveyancer

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

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference		being lot	on plan		
Volume	12142	Folio	401	22	PS 814076

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

The land includes all improvements and fixtures.

#### Property address

The address of the land is: 22 Seacombe Grove, Somerville VIC

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

All fixtures and fittings of a permanent nature as inspected

**Payment** (general condition 11)

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

**GST** (general condition 13)

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

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

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

**Settlement** (general condition 10)

**is due on**

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

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

**Lease** (general condition 1.1)

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

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

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

\*residential tenancy agreement for a fixed term ending on \_\_\_\_\_

OR

\*periodic residential tenancy agreement determinable by notice

OR

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

**Terms contract** (general condition 23)

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

**Loan** (general condition 14)

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

Lender:

Loan amount:

Approval date:

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

# Special Conditions

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

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

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



## Special condition 1 – Payment

General condition 11 is replaced with the following:

### 11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the [Banking Act 1959](#) (Cth) is in force.



## Special condition 2 – Acceptance of title

General condition 12.4 is added:

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



## Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

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

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

**Special condition 4 – Adjustments**

General condition 15.3 is added:

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

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

General condition 15A is added:

**15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

**Special condition 5A – GST withholding**

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

General condition 15B is added:

**15B. GST WITHHOLDING**

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

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

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255 ; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential

residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.  
The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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

**Special condition 6 – Service**

General condition 17 is replaced with the following:

**17. SERVICE**

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

**Special condition 7 – Notices**

General condition 21 is replaced with the following:

**21. NOTICES**

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

**Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.



#### **Special condition 9 – Deposit bond**

- 9.1 In this special condition:
- (a) “deposit bond” means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) “issuer” means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor’s estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor’s legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.



#### **Special condition 10 – Bank guarantee**

- 10.1 In this special condition:
- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor’s legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor’s legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 30 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

**Special condition 11 – Building report**

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

**Special condition 12 – Pest report**

- 12.1 The purchaser may end this contract within (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;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**Special condition 13 – Condition of Property**

- 13.1 The Purchaser/s accept/s the improvements on the land in their condition as at the day hereof and acknowledge/s that the Vendors do not warrant that any building, structure, fixture or other improvement is free from defect or is fit for any particular use.
- 13.2 The Vendors make no representations that the improvements on the land or any alterations extensions or additions to the property comply with the Victorian Building Regulations, the requirements, statutory or otherwise, of the Local Municipal Council or any other Statutory Authority. The Purchaser agrees not to make any requisitions or claim any compensation for any alleged non-compliance or call upon the Vendors to comply with any building requirements or to bear all or any part of the costs of compliance. Any alleged non-compliance or defect shall not constitute a defect in title nor shall it invalidate this contract.
- 13.3 The Vendors make no representations that swimming pool or spa on the property complies with the Swimming Pool Requirements under the Building Regulations 2018, the requirements, statutory or other, of the Local Municipal Council or any other Statutory Authority. The Purchaser/s must make all necessary enquiries with the Local Municipal Authority and any other Statutory Authority with respect to any swimming pool or spa on the property and comply with any requirements and bear all costs of compliance. The Purchaser/s agrees not to make any requisition or claim any compensation for any alleged non-compliance or call upon the Vendors to comply with any building requirements or to contribute to the cost of any compliance. Any alleged non-compliance by the Vendors shall not constitute a defect in title nor shall it invalidate this contract.
- 13.4 The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

**Special condition 14 – Stamp Duty**

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

Name \_\_\_\_\_ %

Name \_\_\_\_\_ %

Total 100 %

**Special condition 15 –Purchasers Acknowledgements**

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

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

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
  - (b) Interest payable by the vendor under any existing mortgage over the property sold calculated from the due date;
  - (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
  - (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor;
  - (e) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
  - (f) All commissions, fees and advertising expenses payable to the sellers Real Estate Agent.
  - (g) A Settlement rebooking fee will be payable by the Purchaser in the sum of \$220.00
  - (h) Any Land Tax, surcharge, penalty or other tax imposed or any other tax surcharge or penalty which is imposed when the due date in the contract is before the 31<sup>st</sup> December and where the settlement is delayed as a result of the default of the Purchaser until after the 31<sup>st</sup> December in the current year and the purchaser hereby grants an equitable charge over his current and future interest in the land sold in favour of the vendor to secure the payment of any such Land Tax surcharge, penalties or other tax and all costs associated therewith.
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# General Conditions

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

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## Title

### 1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

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

- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

#### 4. SERVICES

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

#### 5. CONSENTS

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

#### 6. TRANSFER

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

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## **8. BUILDER WARRANTY INSURANCE**

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

## **9. GENERAL LAW LAND**

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

## Money

### 10. SETTLEMENT

10.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

### 11. PAYMENT

11.1 The purchaser must pay the deposit:

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

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

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

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

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

### 12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

### 13. GST

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

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

- (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

#### 14. LOAN

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

#### 15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) ~~the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*);~~  
and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

## Transactional

#### 16. TIME

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

## 17. SERVICE

17.1 Any document sent by—

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

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

## 18. NOMINEE

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

## 19. LIABILITY OF SIGNATORY

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

## 20. GUARANTEE

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

## 21. NOTICES

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

## 22. INSPECTION

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

## 23. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

#### **24. LOSS OR DAMAGE BEFORE SETTLEMENT**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- ~~24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.~~
- ~~24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.~~
- ~~24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.~~

#### **25. BREACH**

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

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

## **Default**

#### **26. INTEREST**

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

#### **27. DEFAULT NOTICE**

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

#### **28. DEFAULT NOT REMEDIED**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable

costs payable under the contract; and

- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

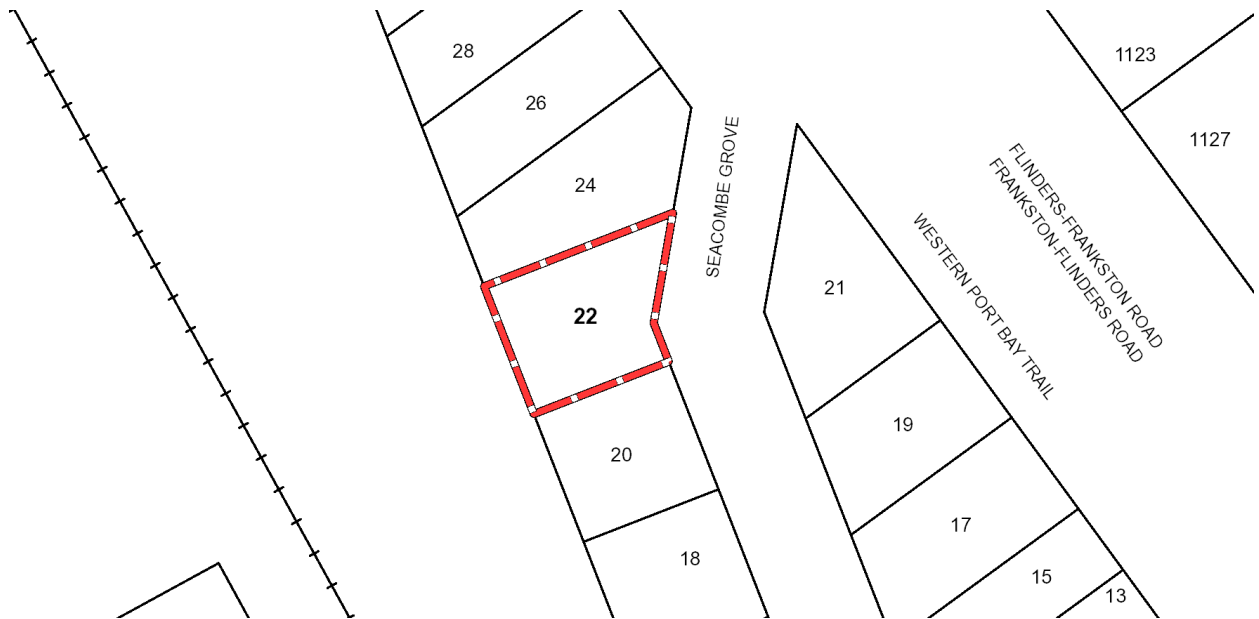




## ***VENDORS STATEMENT***

**Vendor: A M Nalty and R M Hough**

**Property: 22 Seacombe Grove, Somerville VIC**



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Phone: 03 59775156

PO Box 324 Somerville 3912

Email [spc05@bigpond.net.au](mailto:spc05@bigpond.net.au)

Suite 2/76 Station Street Somerville



## ***VENDORS STATEMENT***

**Vendor:** Alexis Marcel Nalty and Rebecca Marie Hough

**Property:** 22 Seacombe Grove, Somerville VIC

**Land being sold** - That part of the land which is presently fenced and/or occupied by the Seller and contained within the land described in Certificate of Title  
**VOLUME 12142 FOLIO 401**

### **1. FINANCIAL MATTERS**

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

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

### **INSURANCE**

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

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

- 2. LAND USE RESTRICTIONS** Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)
  - 2.1 **Easements** affecting the property - **None affecting**
  - 2.2 **Covenants** affecting the property - **Set out in PS814076C attached hereto**
  - 2.3 **Leases** affecting the property - **None affecting**
  - 2.4 **Other restrictions affecting the property**-**Set out in the documents attached hereto (if any)**

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

### **None to the knowledge of the Vendor**

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

### **3. PLANNING & ROAD ACCESS**

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

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

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

There is access to the property road.

### **4. BUSHFIRE – PRONE AREA**

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

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

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

**None to the Vendors knowledge.**

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

The land is in a Municipal District specified by the Minister administering the Mineral Resources Sustainable Development Act 1990.

Particulars of any Mining Licenses affecting the land are as follows: - **Not applicable**

### **6. BUILDING APPROVALS**

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

**SEE ATTACHED**

7. **SERVICES** Information concerning supply of following:

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

Electricity	<input type="checkbox"/>	Gas	<input type="checkbox"/>	Water	<input type="checkbox"/>	Sewerage	<input type="checkbox"/>	Telephone	<input type="checkbox"/>
-------------	--------------------------	-----	--------------------------	-------	--------------------------	----------	--------------------------	-----------	--------------------------

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

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

8. **OWNERS CORPORATION** – Not applicable

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

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

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

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

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

10. **TITLE**

Copy Register Search Statement attached.

11. **SUBDIVISION** - Registered, copy attached

DATE OF THIS STATEMENT

2025

Signature of Vendor \_\_\_\_\_

DATE OF ACKNOWLEDGMENT

2025

Signature of Purchaser \_\_\_\_\_

## ATTACHMENTS – as applicable

### Title Register Search Statement

A copy of the Plans of the Land

Copies of all Covenants, Easements, Section 173 Agreements, Charges and all other encumbrances registered on Title (other than Mortgages and Caveats which will be discharged or withdrawn at settlement)

~~Evidence of Title – Any other document which gives evidence of the Vendor's Title to the Land (right to sell) – Copy head contract, Head Transfer of Land, ASP or APR~~

~~Subdivision A copy of the Plan of Subdivision which has been certified by the relevant Municipal Council or a copy of the latest version of the plan (if not certified)~~

### Staged Subdivision (unregistered)

~~A copy of the plan of the first stage of the subdivision if the land is in a second or a subsequent stage~~

~~Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with~~

~~Details of any proposals relating to any subsequent stages that are known to the vendor~~

~~The statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision~~

### Further Plan of Subdivision

~~If the later Plan of Subdivision has not been registered a copy of the Plan of Subdivision which has been certified by the relevant municipal council or a copy of the latest version of the plan (if applicable)~~

### Tenancy

~~Copies of all Tenancy Agreements or Leases,~~

~~Planning Permit – if there is a current Planning Permit affecting the property~~

~~Bushfire Prone Area Report~~

~~All Notices – of which the vendor might reasonably be expected to have knowledge~~

### Buildings

~~Occupancy Permit for dwelling, building permit and final for verandah~~

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

### Owners Corporation or Service Company

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

# Due diligence checklist

## What you need to know before buying a residential property

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

### Urban living

#### Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odors from businesses and people. Familiarizing 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 licenses 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 licenses, extractive industry authorizations and mineral licenses.

### Soil and groundwater contamination

#### Has previous land use affected the soil or groundwater?

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

### Land boundaries

#### Do you know the exact boundary of the property?

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

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

VOLUME 12142 FOLIO 401

Security no : 124129512522X  
Produced 30/10/2025 10:43 PM

### LAND DESCRIPTION

Lot 22 on Plan of Subdivision 814076C.  
PARENT TITLE Volume 11846 Folio 632  
Created by instrument PS814076C 15/08/2019

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
ALEXIS MARCEL NALTY  
REBECCA MARIE HOUGH both of 1 REFLECTIONS WAY MORNINGTON VIC 3931  
AS490277N 30/08/2019

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ413477E 24/07/2025  
POLICE FINANCIAL SERVICES LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AS209335B 29/05/2019

AGREEMENT Section 173 Planning and Environment Act 1987  
AS209545P 29/05/2019

### DIAGRAM LOCATION

SEE PS814076C FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ405246V (E)	NOMINATION OF ECT TO LC	Completed	22/07/2025
AZ413476G (E)	DISCHARGE OF MORTGAGE	Registered	24/07/2025
AZ413477E (E)	MORTGAGE	Registered	24/07/2025

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 22 SEACOMBE GROVE SOMERVILLE VIC 3912

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL  
Effective from 24/07/2025



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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**

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Page 2 of 2

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS814076C</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>30/10/2025 22:43</b>

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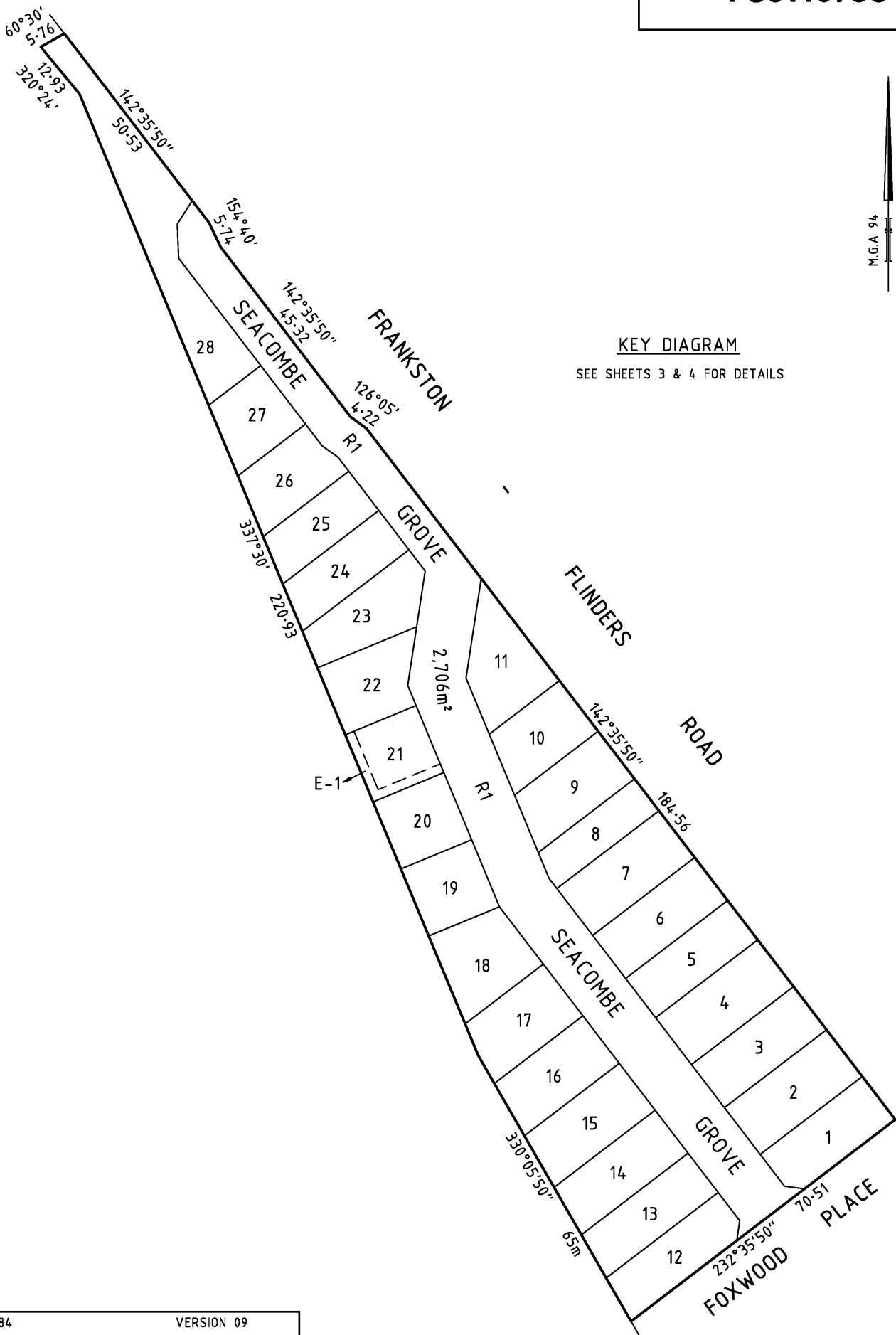
<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS814076C</b>		
<b>LOCATION OF LAND</b>  PARISH TYABB TOWNSHIP - SECTION - CROWN ALLOTMENT - CROWN PORTION 19 (PART)  TITLE REFERENCES VOL.11846 FOL.632  LAST PLAN REFERENCE LOT 2 ON PS733537R  POSTAL ADDRESS (AT TIME OF SUBDIVISION) 1124 FRANKSTON-FLINDERS ROAD SOMERVILLE 3912  MGA CO-ORDINATES (APPROX. CENTROID) E 340 510 ZONE 55 N 5 767 460 GDA 94		Council Name: Mornington Peninsula Shire Council  Council Reference Number: S18/5214 Planning Permit Reference: P17/1705 SPEAR Reference Number: S126076M  <b>Certification</b>  This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification  Digitally signed by: Brooke Richardson for Mornington Peninsula Shire Council on 20/06/2019  <b>Statement of Compliance</b> issued: 12/08/2019  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance			
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>			
IDENTIFIER	COUNCIL/BODY/PERSON				
ROAD R1	MORNINGTON PENINSULA SHIRE COUNCIL				
<b>NOTATIONS</b>					
DEPTH LIMITATION DOES NOT APPLY					
SURVEY: THIS PLAN IS BASED ON SURVEY  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK PM253 AND IS IN A PROCLAIMED SURVEY AREA No.17  STAGING THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT NO. P17/1705					
<b>EASEMENT INFORMATION</b>					
<b>LEGEND</b> E- ENCUMBERING EASEMENT OR CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBERANCE A- APPURTENANT EASEMENT R- ENCUMBERING EASEMENT (ROAD)					
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF	
E-1	DRAINAGE	2	THIS PLAN	MORNINGTON PENINSULA SHIRE COUNCIL	
<b>BARKER MONAHAN</b> A DIVISION OF TERRAIN CONSULTING GROUP PTY LTD SURVEYORS, DEVELOPMENT AND LOCAL GOVERNMENT CONSULTANTS 581 GILBERT ROAD, PRESTON 3072 P.O. BOX 2546 REGENT WEST 3072 TELEPHONE 9478 6133 FAX 9470 5189 EMAIL: survey@barkermonahan.com.au		REF. 13784 COMPUTER FILE: 3784sh1.DWG  Digitally signed by: David John Monahan, Licensed Surveyor, Surveyor's Plan Version (09), 09/05/2019, SPEAR Ref: S126076M	VERSION 09 DATE: 20/03/2019	ORIGINAL SHEET SIZE A3  PLAN REGISTERED TIME: 4:16pm DATE: 15/8/2019	SHEET 1 OF 5 SHEETS  Roger Mellor Assistant Registrar of Titles

**PS814076C**



KEY DIAGRAM

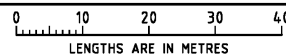
SEE SHEETS 3 & 4 FOR DETAILS



REF. 13784                      VERSION 09  
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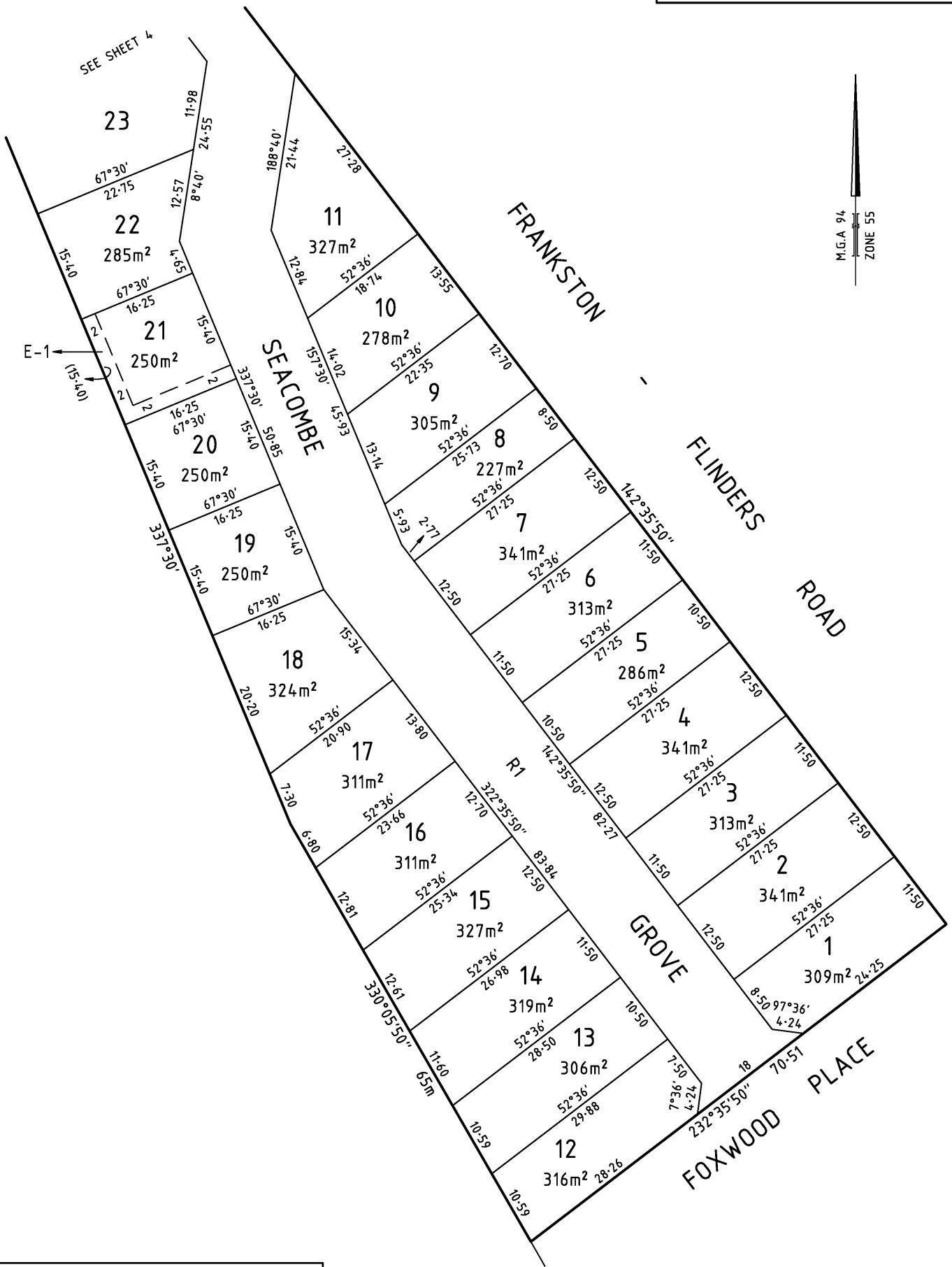
ORIGINAL SHEET  
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SHEET 2

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 Surveyor's Plan Version (09),  
 09/05/2019, SPEAR Ref: S126076M

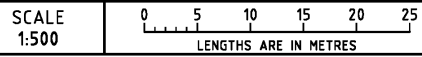
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 SPEAR Ref: S126076M

**PS814076C**



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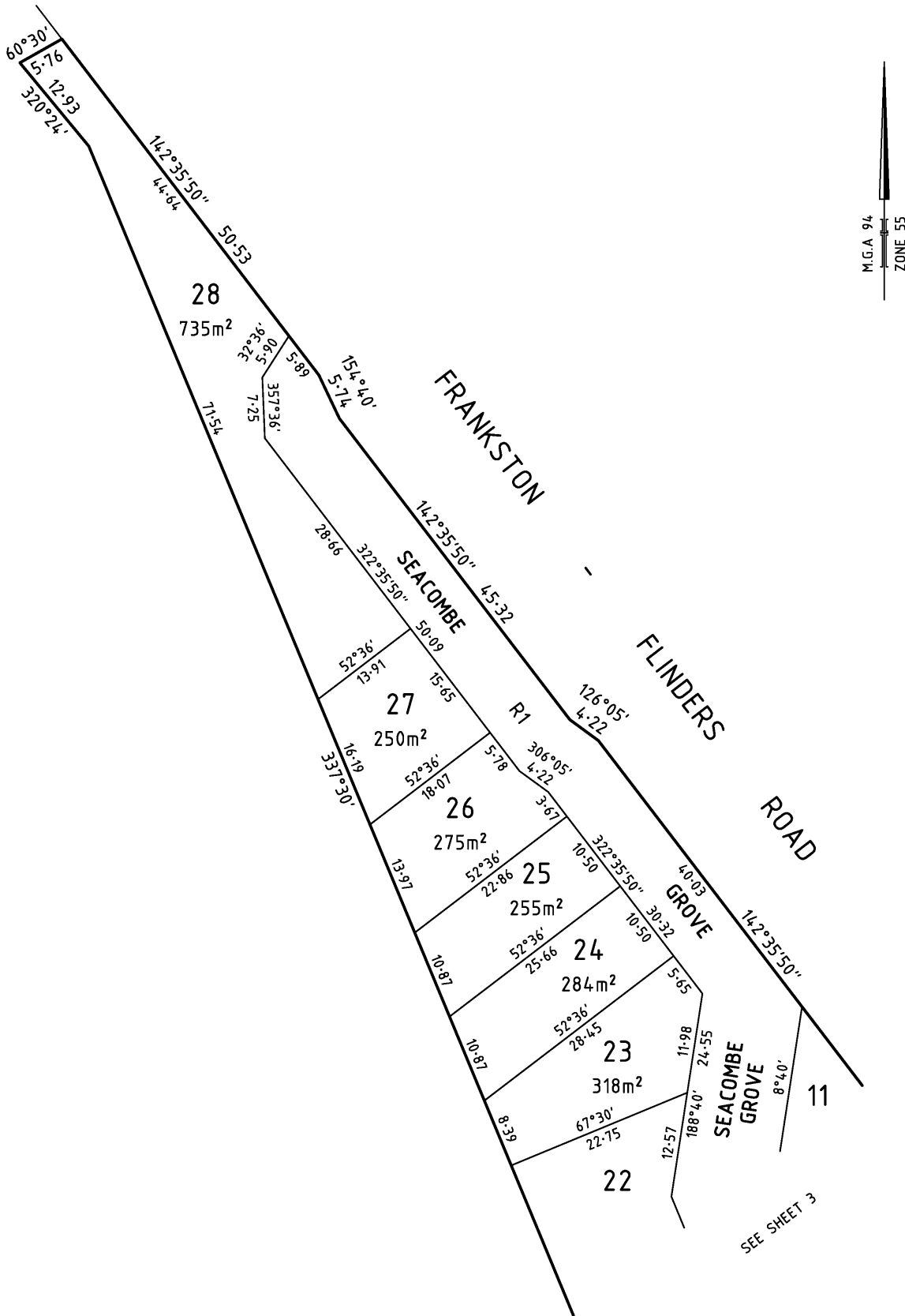


ORIGINAL SHEET SIZE A3                      SHEET 3

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 TELEPHONE 9478 6133 FAX 9470 5189  
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 LENGTHS ARE IN METRES

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SHEET 4

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 20/06/2019,  
 SPEAR Ref: S126076M

**PS814076C**

**SCHEDULE**

**SUBDIVISION ACT 1988**  
**CREATION OF RESTRICTION**

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED:

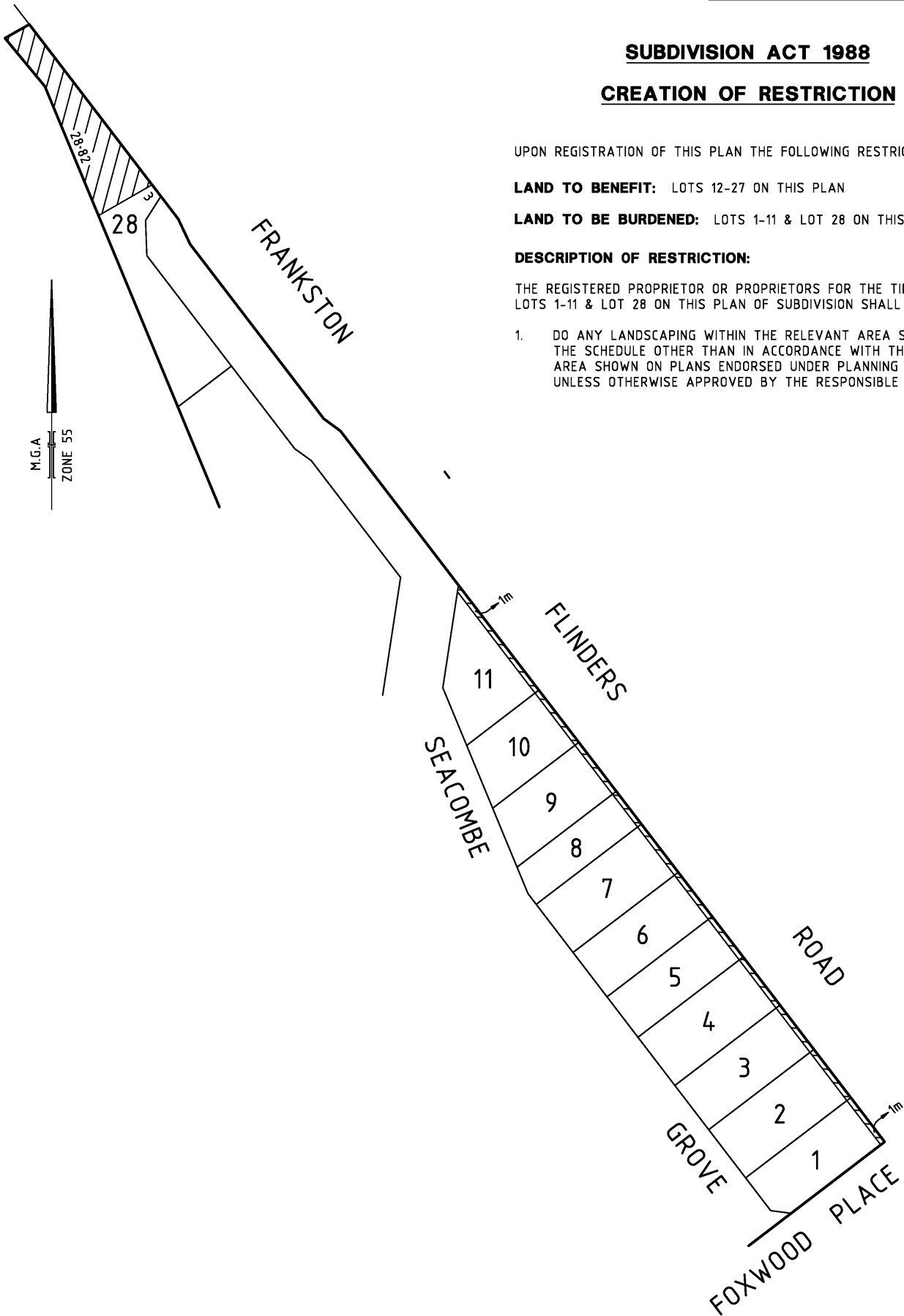
**LAND TO BENEFIT:** LOTS 12-27 ON THIS PLAN

**LAND TO BE BURDENED:** LOTS 1-11 & LOT 28 ON THIS PLAN

**DESCRIPTION OF RESTRICTION:**

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 1-11 & LOT 28 ON THIS PLAN OF SUBDIVISION SHALL NOT:

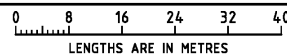
- DO ANY LANDSCAPING WITHIN THE RELEVANT AREA SHOWN HATCHED ON THE SCHEDULE OTHER THAN IN ACCORDANCE WITH THE TREE PLANTING AREA SHOWN ON PLANS ENDORSED UNDER PLANNING PERMIT P17/1705 UNLESS OTHERWISE APPROVED BY THE RESPONSIBLE AUTHORITY



REF. 13784                      VERSION 09  
 COMPUTER FILE: 3784sh5.DWG                      DATE: 20/03/2019

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SHEET 5

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 Surveyor's Plan Version (09),  
 09/05/2019, SPEAR Ref: S126076M

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 Mornington Peninsula Shire Council,  
 20/06/2019,  
 SPEAR Ref: S126076M



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 30/10/2025 10:43:23 PM

Status	Registered	Dealing Number	AS209335B
Date and Time Lodged	29/05/2019 02:21:20 PM		

### Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	119855-01170

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

11846/632

### Instrument and/or legislation

AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	MORNINGTON PENINSULA SHIRE COUNCIL
Address	
Street Number	2
Street Name	QUEEN
Street Type	STREET
Locality	MORNINGTON
State	VIC
Postcode	3931

### Additional Details



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

Refer Image Instrument

---

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

---

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MORNINGTON PENINSULA SHIRE COUNCIL
Signer Name	KATE LOUISE BARTLETT
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	29 MAY 2019

---

### File Notes:

NIL

---

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



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Document Type	<b>Instrument</b>
Document Identification	<b>AS209335B</b>
Number of Pages (excluding this cover sheet)	<b>13</b>
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**Tucker  
Partners**  
Legal

Tucker Partners Legal Pty Ltd  
Level 34, 360 Collins Street  
Melbourne VIC 3000  
T / 03 9691 5959  
F / 03 9691 5990  
ACN: 619 148 265  
ABN: 62 384 797 893

**MORNINGTON PENINSULA SHIRE COUNCIL (ABN 53 159 890 143)**

**AND**

**HAMLET INVESTMENTS PTY LTD (ACN 612 602 829)**

---

**AGREEMENT UNDER SECTION 173 OF THE PLANNING  
AND ENVIRONMENT ACT 1987**

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THIS AGREEMENT is made the 22 day of MAY 2019

**BETWEEN MORNINGTON PENINSULA SHIRE COUNCIL (ABN 53 159 890 143)**  
of 2 Queen Street Mornington Victoria 3931  
**(Responsible Authority)**

**AND HAMLET INVESTMENTS PTY LTD (ACN 612 602 829)**  
of 144 Church Street Brighton Victoria 3186  
**(Owner)**

**RECITALS**

- A. The Owner is the registered proprietor of the Subject Land.
- B. The Responsible Authority is responsible for the administration and enforcement of the Mornington Peninsula Planning Scheme pursuant to the provisions of the Act.
- C. Planning Permit P17/1705 was issued at the direction of the Victorian Civil and Administrative Tribunal Order dated 20 March 2018. The Responsible Authority issued the Planning Permit to the Owner on 23 March 2018.
- D. Condition 22 of the Planning Permit requires the Owner to enter into this Agreement with the Responsible Authority in accordance with the conditions set out in this Agreement and provides as follows:

*"22 Prior to the issue of a Statement of Compliance for the plan of subdivision or the initial occupation of the development, the owner of the land to which this permit relates must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987. The agreement must to the satisfaction of the Responsible Authority provide for:*

- (a) *No direct vehicle access from any lot to Frankston Flinders Road.*
- (b) *Discharge from each lot once developed, not exceeding the expected discharge from the pre-developed condition based on a 1 in 2 year storm event for rainfall events up to and including a 1 in 10 year storm event without the further written consent of the Mornington Peninsula Shire.*
- (c) *The ongoing maintenance of all tree easement areas by the owners of the lots containing those areas.*

*The agreement must be registered on title and the costs of the preparation and registration of such agreement must be met by the owner of the land to which this permit relates."*

- E. The Land is encumbered by mortgage number AR698014X in which HS Credit (Melbourne) Pty Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- F. The Responsible Authority and the Owner enter into this agreement to ensure that the Subject Land is maintained in compliance with the Planning Permit.

**OPERATIVE PART**

The parties agree that:

**1. DEFINITIONS**

- 1.1 In this Agreement unless the context admits otherwise:
  - (a) **Act** means the *Planning and Environment Act 1987 (Vic)*;
  - (b) **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement;

- (c) **Landscape Plan** means the landscape plan attached as Annexure A or a landscape plan approved by Council from time to time pursuant to the Planning Permit.
- (d) **Lot** means a lot or lots created pursuant to the Subdivision.
- (e) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Subject Land or any part of it.
- (f) **Owner** means the registered proprietor and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the Subject Land or any part thereof, and includes a mortgagee in possession;
- (g) **Planning Permit** means the planning permit issued by the Responsible Authority with the number P17/1705 (as may be amended from time to time).
- (h) **Planning Scheme** means the Mornington Peninsula Planning Scheme, and any successor instrument or any other planning scheme which applies to the Subject Land;
- (i) **Responsible Authority** means Mornington Peninsula Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, representative, officers, employees, servants, workers, contractors and sub-contractors;
- (j) **Subdivision** means the subdivision of the Subject Land permitted by the Planning Permit.
- (k) **Subject Land** means the land situated at 1124 Frankston Flinders Road, Somerville 3912 being all that piece of land in Certificate of Title Volume 11846 Folio 632.
- (l) **Tree Planting Area** means the area shown on the Landscape Plan in Annexure A and which is contained in Lots 1 to 11 and Lot 28.

## 2. INTERPRETATION

---

### 2.1 In this Agreement unless the context admits otherwise

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Reference to an amount of money or the "\$" is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (e) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (f) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (g) Obligations under this Agreement affecting more than one party bind them jointly and each of them severally.
- (h) The background forms part of this Agreement.

### **3. OWNER'S SPECIFIC OBLIGATIONS**

---

#### **3.1 The Owner agrees that:**

- (a) Direct vehicle access is not permitted from any Lot to Frankston-Flinders Road;
- (b) Discharge from each Lot, once developed, is not permitted to exceed the expected discharge from the pre-developed condition of that Lot based on a 1 in 2 year storm event for rainfall events up to and including a 1 in 10 year storm event, without the written consent of the Responsible Authority.
- (c) The owner of any Lot which contains part of the Tree Planting Area, as shown on the Landscape Plan, shall be responsible for the maintenance of the Tree Planting Area in their respective Lot.

### **4. OWNER'S FURTHER OBLIGATIONS**

---

#### **4.1 The Owner agrees that:**

- (a) The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land or any part of it without first disclosing this Agreement to the prospective purchasers, lessees, chargees, mortgagees, transferees and assignees;
- (b) The Owner will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles to register this Agreement on the certificate of title to the Subject Land in accordance with section 181 of the Act, including the signing of any further agreement, acknowledgment or other document;
- (c) The Owner shall pay the costs and fees incurred and incidental to the preparation, drafting, negotiating and execution of this Agreement and the registration hereof pursuant to section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Responsible Authority.
- (d) Until this Agreement is registered on the certificate of title to the Subject Land, the Owner must:
  - (i) Give effect to this Agreement; and
  - (ii) Enter into a deed with any successor agreeing that the successor is bound by the terms of this Agreement.

#### **4.2 Standard of works**

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

#### **4.3 Council access**

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

#### **4.4 Indemnity**

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

#### 4.5 Non-compliance

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

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

and the Owner agrees:

- 4.5.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.5.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Subject Land until they are paid in full; and

#### 5. OWNER'S WARRANTIES AND ACKNOWLEDGEMENTS

---

5.1 The Owner warrants that:

- (a) It is the registered proprietor, or entitled to be so, of the Subject Land;
- (b) There are no interested parties which have any interest in the Subject Land, at law or in equity, which may be affected by this Agreement

5.2 The Owner acknowledges that any obligations imposed on the Owner under this Agreement take effect as separate and several covenants which are annexed to the Subject Land and run at law and in equity with the land and every part thereof and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Subject Land.

#### 6. SECTION 173 AGREEMENT

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6.1 The parties agree that this Agreement is made as a deed in accordance with Section 173 of the Act.

#### 7. FURTHER ASSURANCE

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7.1 The parties agree to use its best endeavours to do or cause to be done, all things that are reasonably necessary to give effect to this Agreement.

#### 8. GENERAL MATTERS

---

8.1 **No Waiver**

Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Responsible Authority against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

## 8.2 No fettering of powers of Responsible Authority

The Owner acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Responsible Authority of the powers, duties and discretions that the Responsible Authority has or may have, as planning authority, Responsible Authority or otherwise, under the Act or under the Planning Scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation of any enforcement action or proceeding whatsoever.

## 8.3 Severability

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

## 8.4 Jurisdiction

This Agreement is governed by the laws of Victoria, and the parties, submit to the non-exclusive jurisdiction of the courts of that state.

## 8.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at the offices of the Responsible Authority during normal business hours upon giving the Responsible Authority reasonable notice.

## 8.6 Notices

All notices must be in writing and serve on the other party by one of the following methods:

- (a) Delivering the notice by person; or
- (b) Leaving the notice at the party's registered address;
- (c) Posting the notice by ordinary post or express post to the party's registered address; or
- (d) Sending the notice by email to the party's current email address for service.

If a notice was sent by method (c), the receiving party will be deemed to have served the notice two business days after posting.

## 8.7 No amendments

This agreement can only be amended by written agreement of the parties from time to time.

## 9. ENTIRE AGREEMENT

---

- 9.1 This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

## 10. COMMENCEMENT OF AGREEMENT

---

- 10.1 Unless otherwise provided in this Agreement, this Agreement commences on the date of this Agreement.

**11. ENDING OF AGREEMENT**

---

- 11.1 This Agreement ends in accordance with the Act.
- 11.2 The Owner may, at its request and costs, request the Responsible Authority to notify the Registrar of Titles, as soon as practicable, to cancel the record of this Agreement under section 183(1) of the Act.


**12. MORTGAGEE'S CONSENT**

---

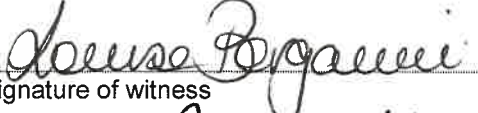
- 12.1 HS Credit (Melbourne) Pty Ltd as Mortgagee under Mortgage no. AR698014X which encumbers the Subject Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Subject Land.

AS209335E

**EXECUTION PAGE**  
**SIGNED AS AN AGREEMENT**

**SIGNED SEALED AND DELIVERED** by: 

BROOKE RICHARDSON  
on behalf of the **Mornington Peninsula Shire Council**, pursuant to an Instrument of Delegation authorised by Resolution of the Mornington Peninsula Shire Council in the presence of:


  
Signature of witness

LOUISE BERGAMIN  
Print name of witness

**EXECUTED BY HAMLET INVESTMENTS PTY LTD (ACN 612 602 829)** in accordance with section 127 *Corporations Act 2001* (Cth)

  
Director

Name: ADAM BRICK.

  
Director

Name: ANDREW JOHNSTON.

AS 2019 335B

**MORTGAGEE'S CONSENT**

HS Credit (Melbourne) Pty Ltd as Mortgagee under Mortgage no. AR698014X which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

**EXECUTION**

<p><b>SIGNED SEALED AND DELIVERED</b> by:</p> <p><i>Adam Liron</i></p> <p>on behalf of <b>HS Credit (Melbourne) Pty Ltd ACN 622 630 826</b> as its attorney pursuant to power of attorney dated 8 June 2018 in the presence of:</p> <p>_____ Signature of witness</p> <p><i>Billy Bun Yap LP</i> Print name of witness</p>	<p>)</p> <p>)</p> <p>) <i>Adam</i></p>
--	--

AS209335B

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**ANNEXURE A – Landscape Plan**

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AS209335B







# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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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.

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Status	Registered	Dealing Number	AS209545P
Date and Time Lodged	29/05/2019 02:30:09 PM		

### Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	119855-01170

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

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### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

11846/632

### Instrument and/or legislation

AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	MORNINGTON PENINSULA SHIRE COUNCIL
Address	
Street Number	2
Street Name	QUEEN
Street Type	STREET
Locality	MORNINGTON
State	VIC
Postcode	3931

### Additional Details



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

Refer Image Instrument

---

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

---

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MORNINGTON PENINSULA SHIRE COUNCIL
Signer Name	KATE LOUISE BARTLETT
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	29 MAY 2019

---

### File Notes:

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Statement End.



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**MORNINGTON PENINSULA SHIRE COUNCIL (ABN 53 159 890 143)**

**AND**

**HAMLET INVESTMENTS PTY LTD (ACN 612 602 829)**

---

**AGREEMENT UNDER SECTION 173 OF THE PLANNING  
AND ENVIRONMENT ACT 1987**

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---

THIS AGREEMENT is made the 21 day of MAY 2019

**BETWEEN MORNINGTON PENINSULA SHIRE COUNCIL (ABN 53 159 890 143)**  
of 2 Queen Street Mornington Victoria 3931

(Responsible Authority)

**AND HAMLET INVESTMENTS PTY LTD (ACN 612 602 829)**  
of 144 Church Street Brighton Victoria 3186

(Owner)

## RECITALS

- A. The Owner is the registered proprietor of the Subject Land.
- B. The Responsible Authority is responsible for the administration and enforcement of the Mornington Peninsula Planning Scheme pursuant to the provisions of the Act.
- C. Planning Permit P17/1705 was issued at the direction of the Victorian Civil and Administrative Tribunal Order dated 20 March 2018. The Responsible Authority issued the Planning Permit to the Owner on 23 March 2018.
- D. Condition 46 of the Planning Permit requires the Owner to enter into this Agreement with the Responsible Authority in accordance with the conditions set out in this Agreement and provides as follows:

*"46 Prior to the issue of a Statement of Compliance, the subdivider must enter into an agreement with the Responsible Authority, pursuant to Section 173 of the Planning and Environment Act 1987. This agreement must be registered by the Responsible Authority pursuant to Section 181 of the Planning and Environment Act 1987 on the title of the subject land prior to approval of this subdivision.*

*This agreement must ensure that any building constructed on a lot resulting from this subdivision is in general accordance with the development plan endorsed as part of permit P17/1705. This agreement will come to an end once all dwellings have been constructed in accordance with the endorsed plans to the satisfaction of the Responsible Authority.*

*The costs in preparation and registration of such agreement are to be met by the subdivider and must be paid prior to the registration of the agreement.*

*The above condition will be deemed to be satisfied, and the Responsible Authority will waive the need for the subdivider to enter into an Agreement, if all of the approved buildings have been substantially completed in accordance with the development plans endorsed as part of planning permit P17/1705."*

- E. The Subject Land is encumbered by mortgage number AR698014X in which HS Credit (Melbourne) Pty Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- F. The Responsible Authority and the Owner enter into this agreement to ensure that the Subject Land is developed in compliance with the Planning Permit.

## OPERATIVE PART

The parties agree that:

### 1. DEFINITIONS

1.1 In this Agreement unless the context admits otherwise:

- (a) **Act** means the *Planning and Environment Act 1987* (Vic);

- (b) **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement;
- (c) **Building** has the same meaning as in the Act.
- (d) **Development Plan** means the endorsed development plan attached as Annexure A or a development plan endorsed with Council's stamp from time to time as a plan forming part of the Planning Permit.
- (e) **Lot** means a lot or lots created pursuant to the Subdivision and has the same meaning as in the *Subdivision Act 1988*.
- (f) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- (g) **Owner** means the registered proprietor and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the Subject Land or any part thereof, and includes a mortgagee in possession;
- (h) **Planning Permit** means the planning permit issued by the Responsible Authority with the number P17/1705 (as may be amended from time to time).
- (i) **Planning Scheme** means the Mornington Peninsula Planning Scheme, and any successor instrument or any other planning scheme which applies to the Subject Land;
- (j) **Responsible Authority** means Mornington Peninsula Shire Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, representative, officers, employees, servants, workers, contractors and sub-contractors;
- (k) **Subdivision** means the subdivision of the Subject Land permitted by the Planning Permit.
- (l) **Subject Land** means the land situated at 1124 Frankston-Flinders Road, Somerville 3912 being all that piece of land in Certificate of Title Volume 11846 Folio 632.

## 2. INTERPRETATION

---

### 2.1 In this Agreement unless the context admits otherwise

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Reference to an amount of money or the "\$" is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (e) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (f) References to a party are intended to bind their executors, administrators and permitted transferees; and

- (g) Obligations under this Agreement affecting more than one party bind them jointly and each of them severally.
- (h) The background forms part of this Agreement.

### **3. OWNER'S SPECIFIC OBLIGATIONS**

---

- 3.1 The Owner agrees that any Building constructed on a Lot shall be in general accordance with the Development Plan.

### **4. OWNERS' FURTHER OBLIGATIONS**

---

- 4.1 The Owner agrees that:
  - (a) The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land or any part of it without first disclosing this Agreement to the prospective purchasers, lessees, chargees, mortgagees, transferees and assignees;
  - (b) The Owner will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles to register this Agreement on the certificate of title to the Subject Land in accordance with section 181 of the Act, including the signing of any further agreement, acknowledgment or other document;
  - (c) The Owner shall pay the costs and fees incurred and incidental to the preparation, drafting, negotiating and execution of this Agreement and the registration hereof pursuant to section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Responsible Authority.
  - (d) Until this Agreement is registered on the certificate of title to the Subject Land, the Owner must:
    - (i) Give effect to this Agreement; and
    - (ii) Enter into a deed with any successor agreeing that the successor is bound by the terms of this Agreement.
- 4.2 **Standard of works**

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement at its cost and to the satisfaction of the Council.
- 4.3 **Council access**

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Subject Land (at any reasonable time and in accordance with Law) to assess compliance with this Agreement.
- 4.4 **Indemnity**

The Owner covenants to indemnify and keep the Council, its officers, employees, agent, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement, but only to the extent that those costs, expenses, losses or damages arise from a wilful or negligent act of the Owner or non-compliance with this Agreement by the Owner.
- 4.5 **Non-compliance**

If the Owner has not complied with this Agreement within 14 days after the date of service on

the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

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

and the Owner agrees:

- 4.5.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.5.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Subject Land until they are paid in full; and

## **5. OWNER'S WARRANTIES AND ACKNOWLEDGEMENTS**

---

5.1 The Owner warrants that:

- (a) It is the registered proprietor, or entitled to be so, of the Subject Land;
- (b) There are no interested parties which have any interest in the Subject Land, at law or in equity, which may be affected by this Agreement

5.2 The Owner acknowledges that any obligations imposed on the Owner under this Agreement take effect as separate and several covenants which are annexed to the Subject Land and run at law and in equity with the land and every part thereof and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Subject Land.

## **6. SECTION 173 AGREEMENT**

---

6.1 The parties agree that this Agreement is made as a deed in accordance with Section 173 of the Act.

## **7. FURTHER ASSURANCE**

---

7.1 The parties agree to use its best endeavours to do or cause to be done, all things that are reasonably necessary to give effect to this Agreement.

## **8. GENERAL MATTERS**

---

### **8.1 No Waiver**

Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Responsible Authority against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

### **8.2 No fettering of powers of Responsible Authority**

The Owner acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or

otherwise fetter the exercise by the Responsible Authority of the powers, duties and discretions that the Responsible Authority has or may have, as planning authority, Responsible Authority or otherwise, under the Act or under the Planning Scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation of any enforcement action or proceeding whatsoever.

**8.3 Severability**

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

**8.4 Jurisdiction**

This Agreement is governed by the laws of Victoria, and the parties, submit to the non-exclusive jurisdiction of the courts of that state.

**8.5 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at the offices of the Responsible Authority during normal business hours upon giving the Responsible Authority reasonable notice.

**8.6 Notices**

All notices must be in writing and serve on the other party by one of the following methods:

- (a) Delivering the notice by person; or
- (b) Leaving the notice at the party's registered address;
- (c) Posting the notice by ordinary post or express post to the party's registered address; or
- (d) Sending the notice by email to the party's current email address for service.

If a notice was sent by method (c), the receiving party will be deemed to have served the notice two business days after posting.

**8.7 No amendments**

This agreement can only be amended by written agreement of the parties from time to time.

**9. ENTIRE AGREEMENT**

---

- 9.1 This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

**10. COMMENCEMENT OF AGREEMENT**

---

- 10.1 Unless otherwise provided in this Agreement, this Agreement commences on the date of this Agreement.

**11. ENDING OF AGREEMENT**

---

- 11.1 This Agreement ends in relation to a Lot once the dwelling on that Lot has been constructed in accordance with the Development Plan to the satisfaction of the Responsible Authority.

- 11.2 The Owner may, at its request and costs, request the Responsible Authority to notify the Registrar of Titles, as soon as practicable after this Agreement ends in relation to a lot, to cancel the record of this Agreement in relation to that lot under section 183(1) of the Act.

**12. MORTGAGEE'S CONSENT**


---

- 12.1 HS Credit (Melbourne) Pty Ltd as Mortgagee under Mortgage no. AR698014X which encumbers the Subject Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Subject Land.

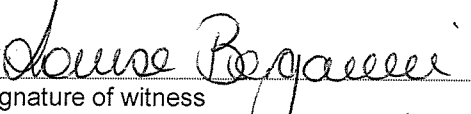
AS209545P

**EXECUTION PAGE**

**SIGNED AS AN AGREEMENT**


**SIGNED SEALED AND DELIVERED** by: 

BROOKE RICHARDSON  
on behalf of the **Mornington Peninsula Shire Council**, pursuant to an Instrument of Delegation authorised by Resolution of the Mornington Peninsula Shire Council in the presence of:

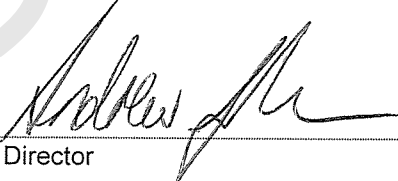
  
Signature of witness

LOUISE BERGAMIN  
Print name of witness

**EXECUTED BY HAMLET INVESTMENTS PTY LTD (ACN 612 602 829)** in accordance with section 127 *Corporations Act 2001* (Cth)

  
Director

Name: ADAM BRICK



  
Director

Name: ANDREW JOHNSTON

**MORTGAGEE'S CONSENT**

HS Credit (Melbourne) Pty Ltd as Mortgagee under Mortgage no. AR698014X which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

**EXECUTION**

<p><b>SIGNED SEALED AND DELIVERED</b> by:</p> <p><i>Aden LTAW</i></p> <p>on behalf of <b>HS Credit (Melbourne) Pty Ltd ACN 622 630 826</b> as its attorney pursuant to power of attorney dated 8 June 2018 in the presence of:</p> <p></p> <p>Signature of witness</p> <p><i>Billy Ben Tip Lo</i></p> <p>Print name of witness</p>	<p>) </p> <p>)</p>
---	--

AS209545P


---

**ANNEXURE A – Development Plans**

---










AS209545P

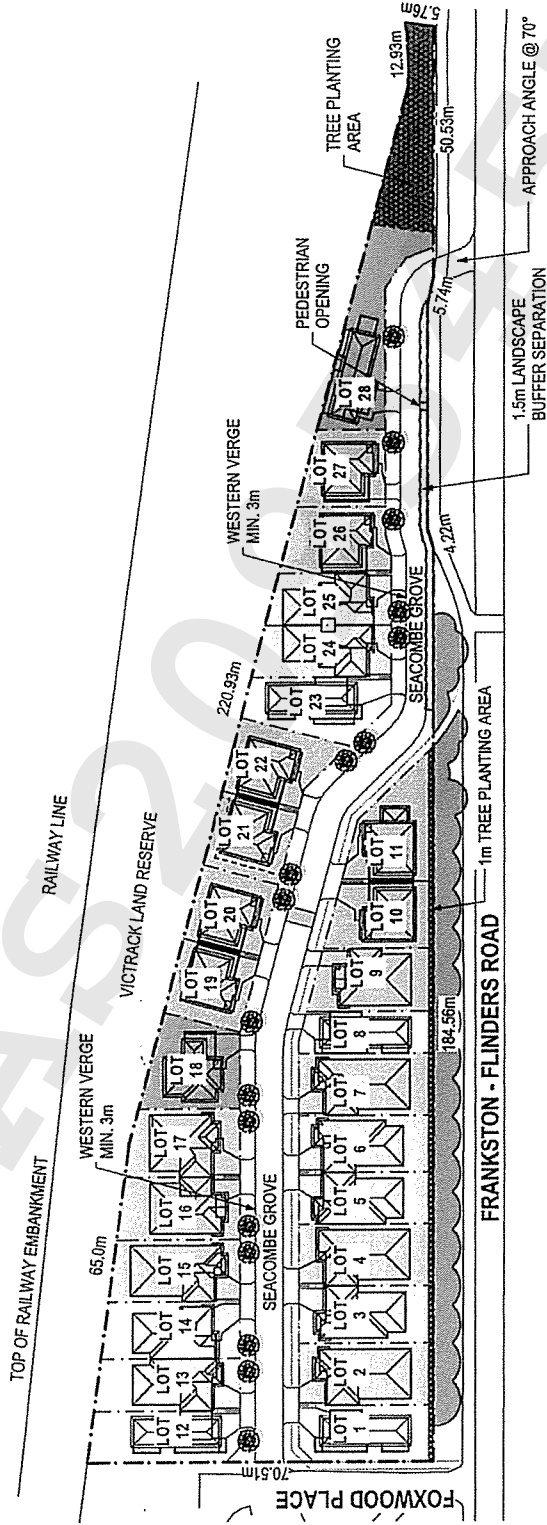
**ENDORSED PLAN**  
 MORNINGTON PENINSULA PLANNING SCHEME  
 PLANNING PERMIT NO: P17/1705  
 SHEET: 1/38  
 DATE: 09/07/2018

Signed:   
**STATUTORY PLANNER**

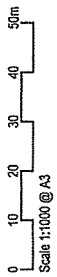
**SITE SUMMARY**

NET SITE AREA 1.089 ha  
 NET DENSITY 25.71 du/ha

DEVELOPMENT SUMMARY	Count
 SOFIA 2308	4
 AQUILA 2012	4
 ALPHA 1710	5
 ZETA 1712	2
 VELLA 2114	8
 LAMBDA 1614	1
 INDUS 2416	1
 DELTA 1408	2
 LOT 28	1
<b>TOTAL</b>	<b>28</b>



**SITE PLAN**




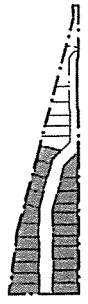
**1124 FRANKSTON - FLINDERS ROAD**

**SOMERVILLE**



**ENDORSED PLAN**  
 MORNINGTON PENINSULA PLANNING SCHEME  
 PLANNING PERMIT NO: P171705  
 SHEET: 2/38  
 DATE: 09/07/2018

Signed:   
**STATUTORY PLANNER**



KEY PLAN

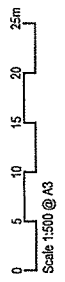
- LEGEND**
- 10 ON-STREET PARKING PROVIDED
  - EXISTING VEGETATION
  - INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)



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 5 Jul 2018  
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 DA03  
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**1124 FRANKSTON - FLINDERS ROAD**  
 SOMERVILLE

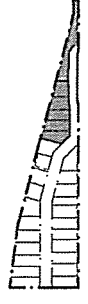
**SITE LAYOUT PLAN LOT 1-22**



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**ENDORSED PLAN**  
 MORNINGTON PENINSULA PLANNING SCHEME  
 PLANNING PERMIT NO: P17/1705  
 SHEET: 9/38  
 DATE: 09/07/2018

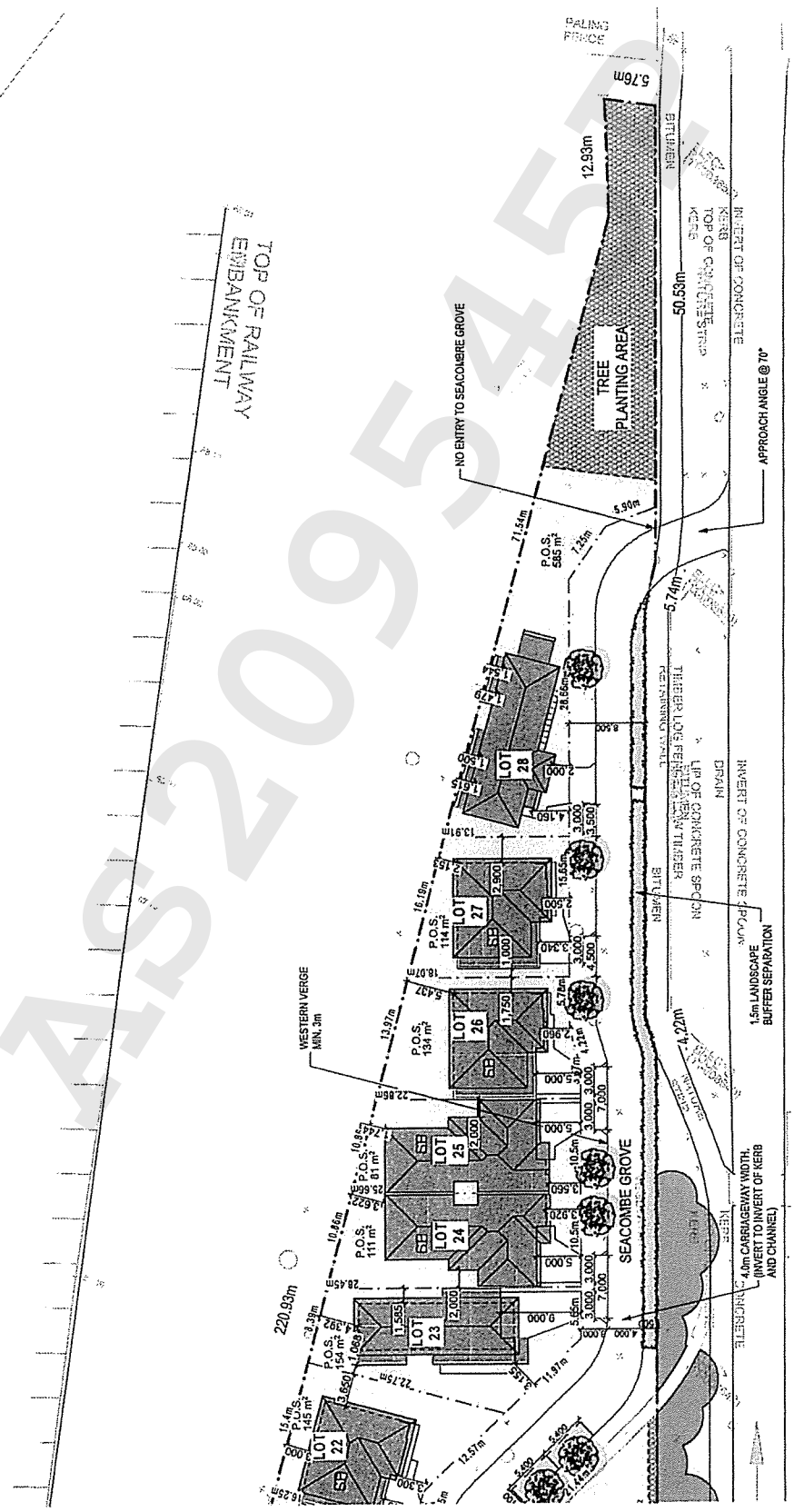
Signed:   
**STATUTORY PLANNER**



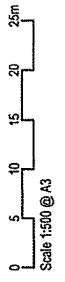
KEY PLAN

- LEGEND**
- 10 ON-STREET PARKING PROVIDED
  - EXISTING VEGETATION
  - INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)

STONY POINT RAILWAY LINE



**SITE LAYOUT PLAN LOT 23-28**



**1124 FRANKSTON - FLINDERS ROAD**  
**SOMERVILLE**

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# BIN COLLECTION CONCEPT LAYOUT PLAN


## 1124 FRANKSTON - FLINDERS ROAD SOMERVILLE



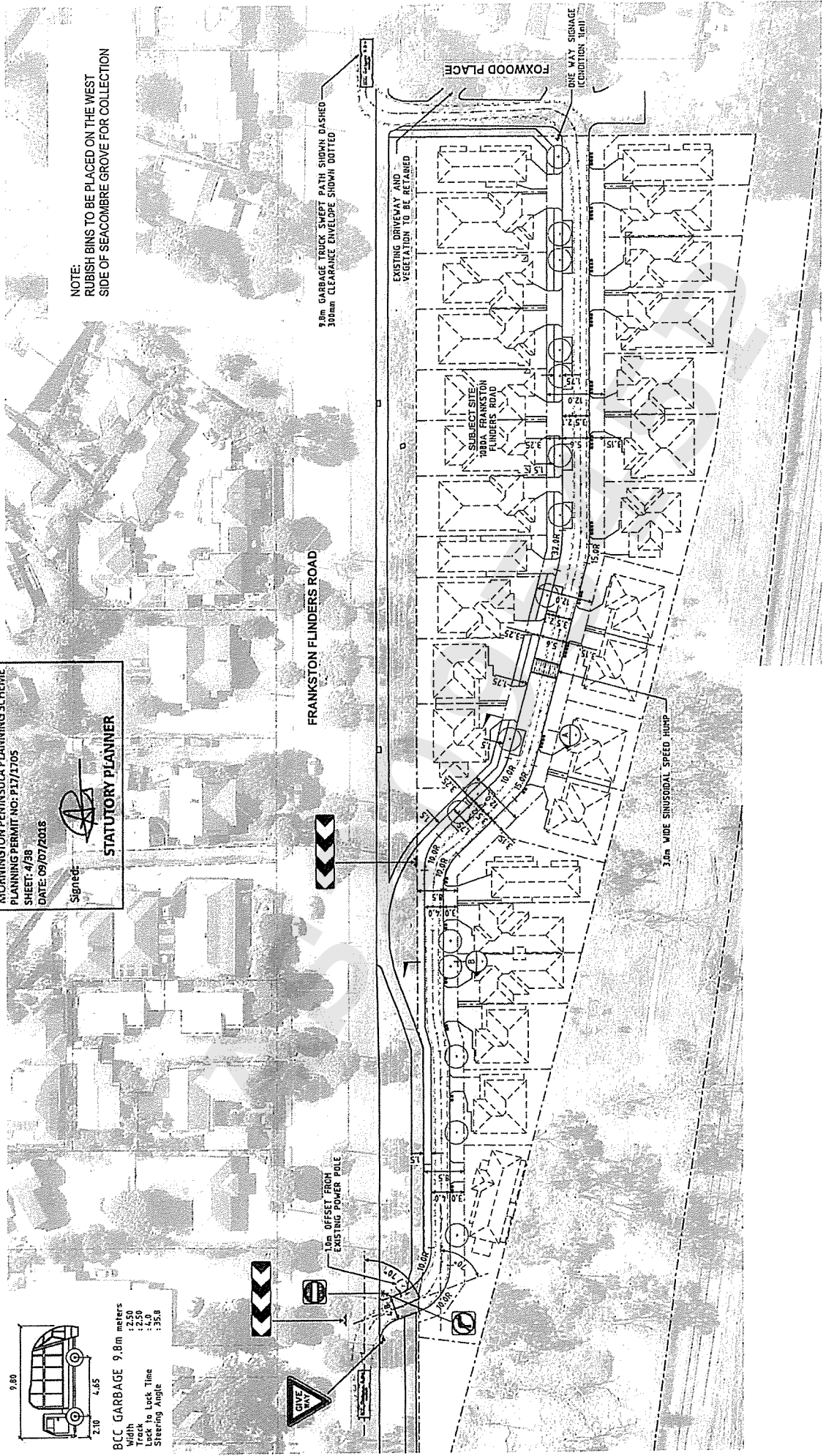
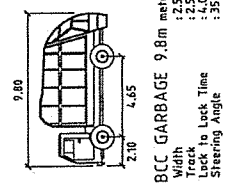
Scale 1:150 @ A3  
0 7.5 15 22.5 30 37.5m

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**ENDORSED PLAN**  
MORNINGTON PENINSULA PLANNING SCHEME  
PLANNING PERMIT NO: P17/1705  
SHEET: 4/38  
DATE: 09/07/2018

Signed:   
**STATUTORY PLANNER**

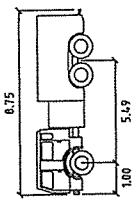
**NOTE:**  
RUBBISH BINS TO BE PLACED ON THE WEST  
SIDE OF SEACAMBRE GROVE FOR COLLECTION



**ENDORSED PLAN**  
 MORNINGTON PENINSULA PLANNING SCHEME  
 PLANNING PERMIT NO: P17/1705  
 SHEET: 5/28  
 DATE: 09/07/2018

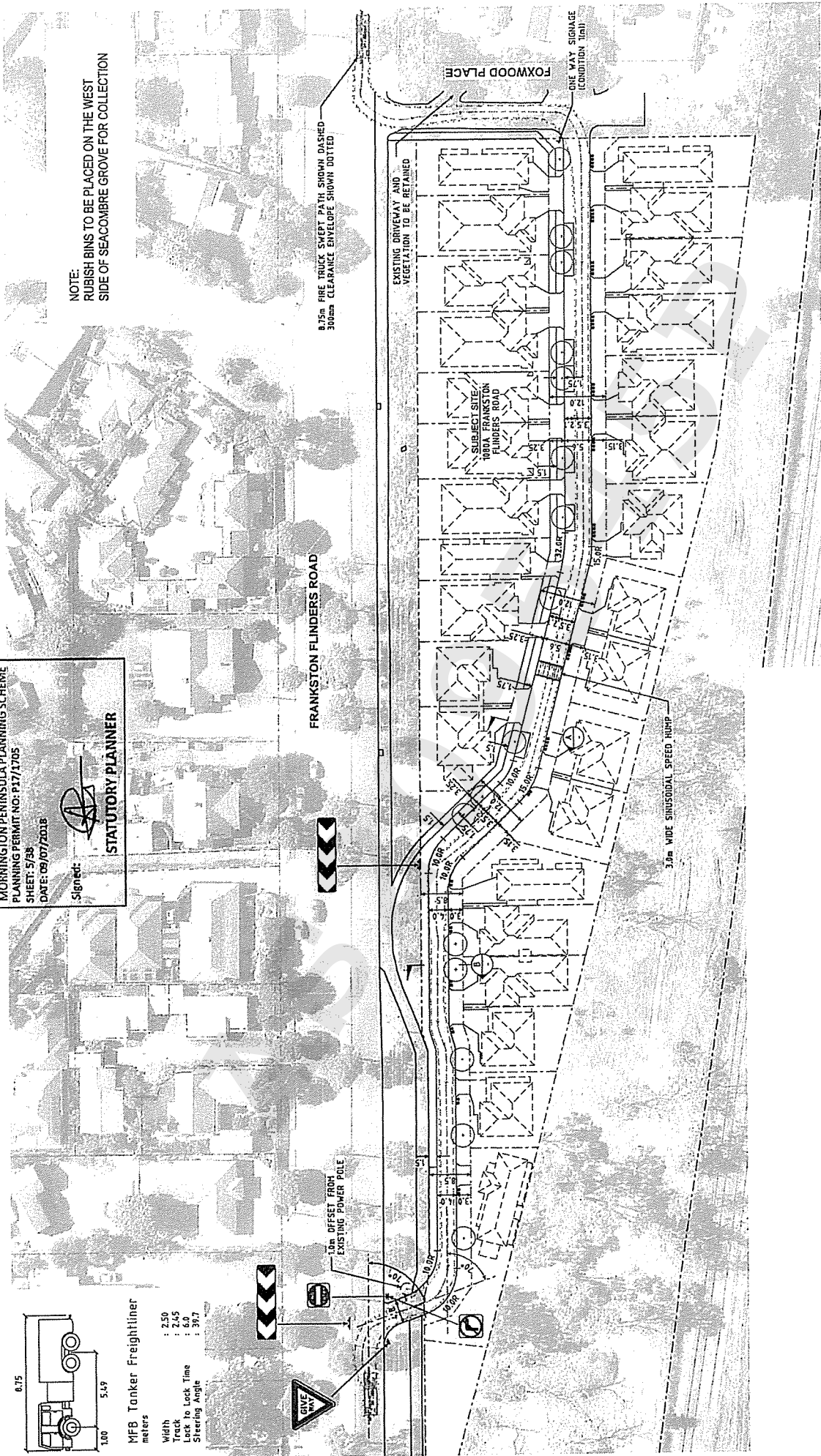
Signature:   
**STATUTORY PLANNER**

NOTE:  
 RUBBISH BINS TO BE PLACED ON THE WEST  
 SIDE OF SEACAMBE GROVE FOR COLLECTION

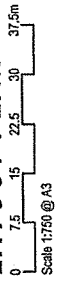


**MFB Tanker Freightliner**  
 meters

- Width : 2.50
- Track : 4.0
- Track to Lock Time : 39.7
- Steering Angle : 39.7



**VEHICLE SITE ACCESS CONCEPT  
 LAYOUT PLAN**




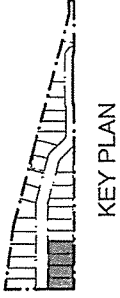
**1124 FRANKSTON - FLINDERS ROAD  
 SOMERVILLE**

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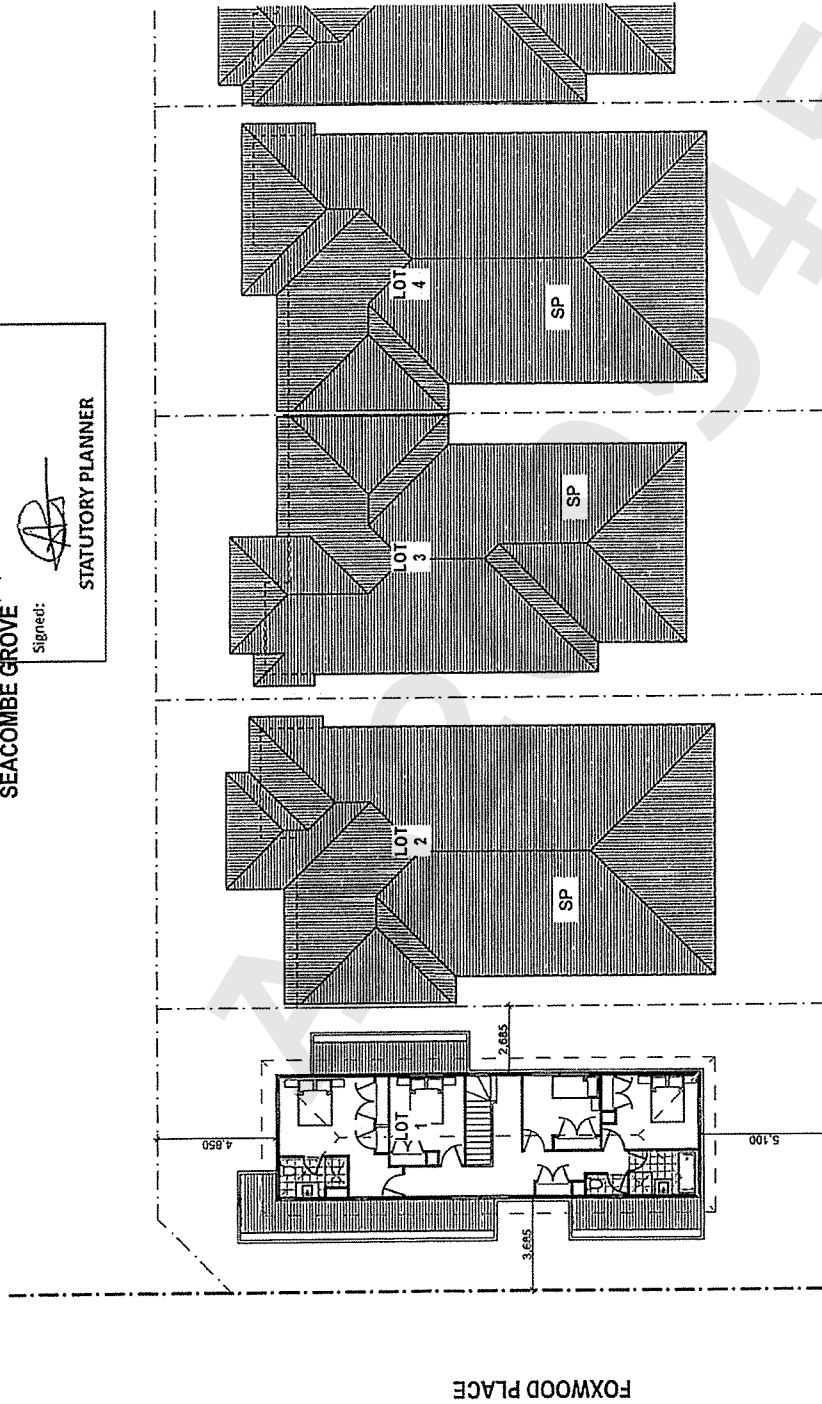
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**ENDORSED PLAN**  
 MORNINGTON PENINSULA PLANNING SCHEME  
 PLANNING PERMIT NO: P17/1705  
 SHEET: 7/35  
 DATE: 09/07/2018  
**SEACOMBE GROVE**  
 Signed:   
 STATUTORY PLANNER



NOTE:  
 ALL FIRST FLOOR HABITABLE ROOM  
 WINDOWS OVERLOOKING ADJOINING  
 PROPERTIES TO COMPLY WITH CLAUSE  
 B22 OVERLOOKING OF THE MORNINGTON  
 PLANNING SCHEME.



FRANKSTON - FLINDERS ROAD

**1124 FRANKSTON - FLINDERS ROAD**

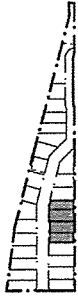
SOMERVILLE



**FIRST FLOOR PLAN LOTS 1-4**

Scale: 1:200 @ A3





KEY PLAN

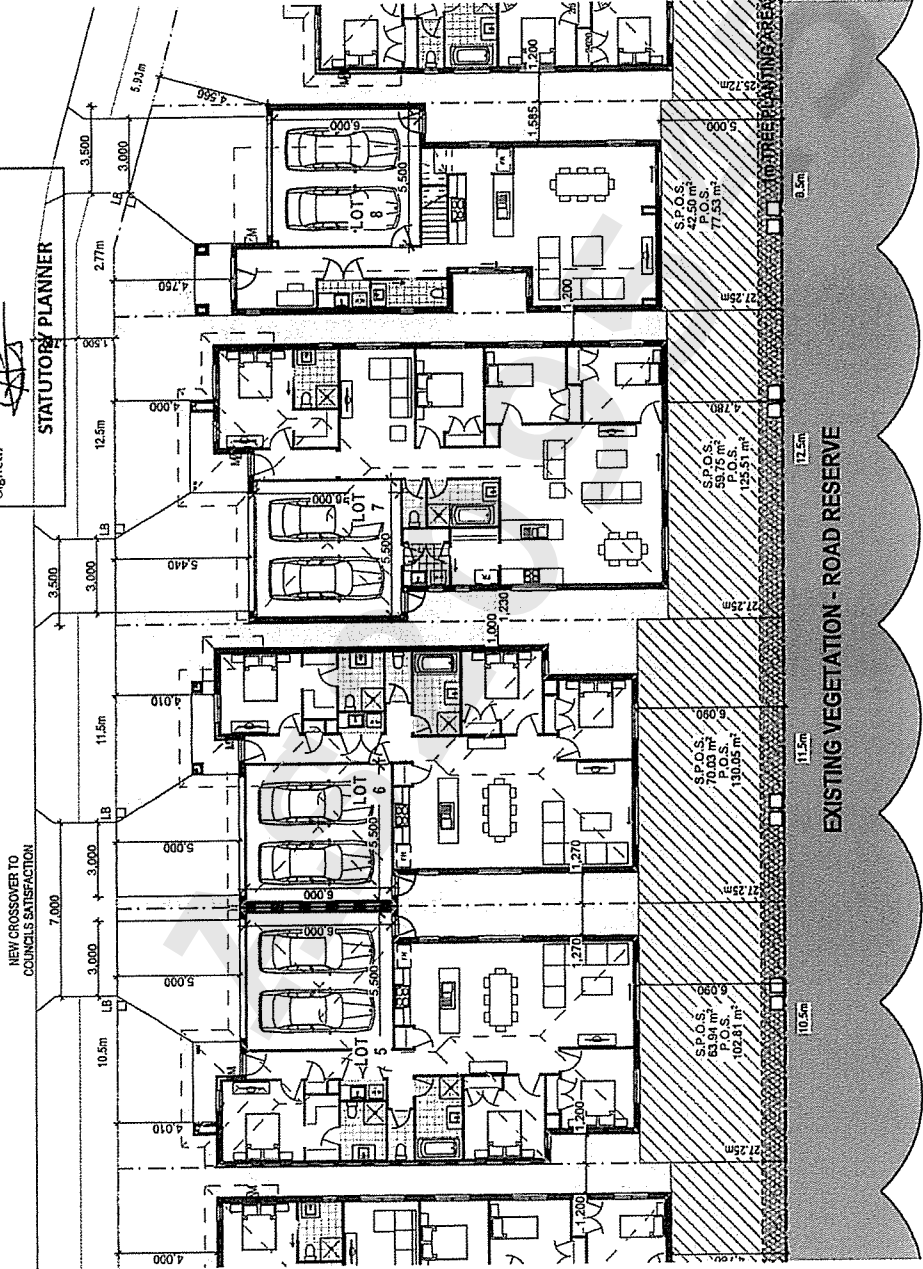
- LEGEND**
- SECLUDED PRIVATE OPEN SPACE
  - PRIVATE OPEN SPACE
  - LETTER BOX
  - ON-STREET CARPARK AS PER AS/NZS 2890.1:2004
  - GARBAGE BIN STORAGE LOCATION
  - EXISTING VEGETATION
  - INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)

**ENDORSED PLAN**  
 MORNINGTON PENINSULA PLANNING SCHEME  
 PLANNING PERMIT NO: P17/1705  
 SHEET: 8/38  
 DATE: 09/07/2018

Signet:

**STATUTOR PLANNER**

SEACOMBE GROVE



FRANKSTON - FLINDERS ROAD

**1124 FRANKSTON - FLINDERS ROAD**

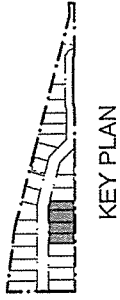
SOMERVILLE

**GROUND FLOOR PLAN LOTS 5-8**




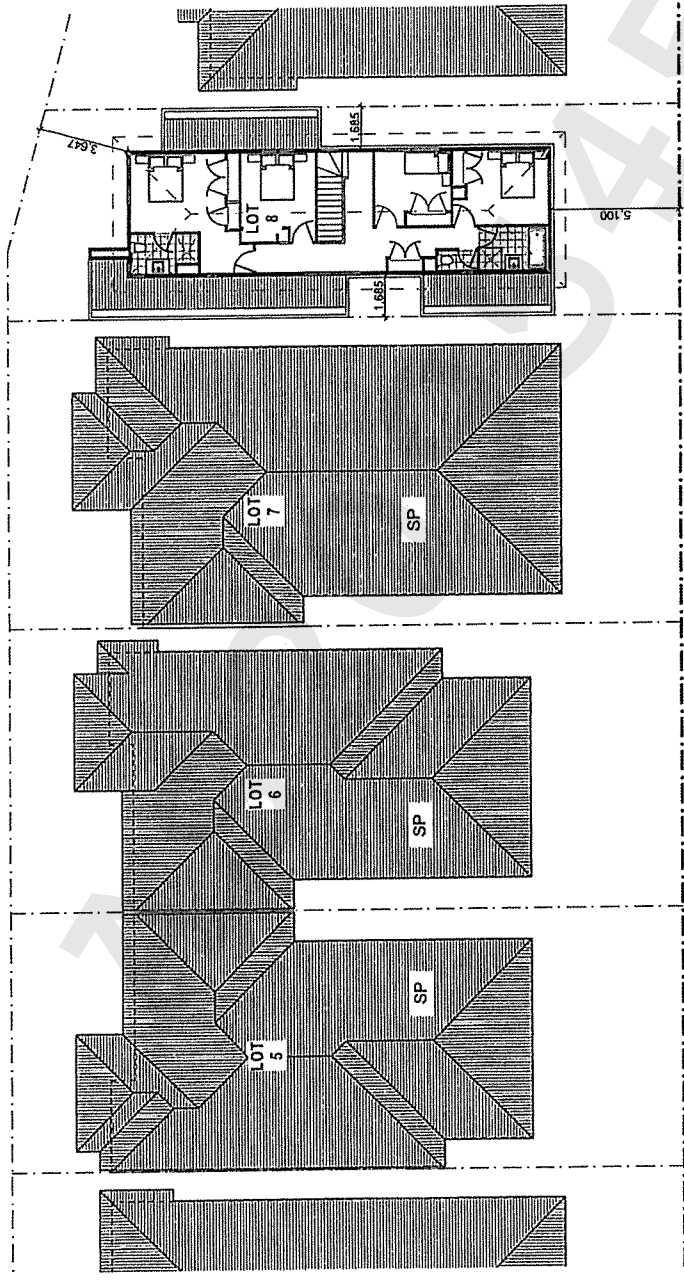
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NOTE:  
ALL FIRST FLOOR HABITABLE ROOM  
WINDOWS OVERLOOKING ADJOINING  
PROPERTIES TO COMPLY WITH CLAUSE  
B22 OVERLOOKING OF THE MORNINGTON  
PLANNING SCHEME.

**SEACOMBE GROVE**  
**ENDORSED PLAN**  
MORNINGTON PENINSULA PLANNING SCHEME  
PLANNING PERMIT NO: P17/1705  
SHEET: 37/38  
DATE: 09/07/2018  
Signed:   
**STATUTORY PLANNER**

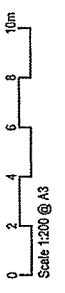


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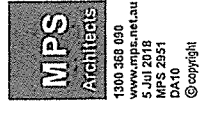
**1124 FRANKSTON - FLINDERS ROAD**

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**FIRST FLOOR PLAN LOTS 5-8**

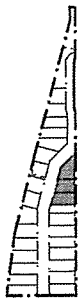


City of Mornington Planning Department, 1124 Frankston - Flinders Road, Frankston, VIC 3162. Tel: 03 9402 1000. Fax: 03 9402 1001. Email: info@cityofmornington.vic.gov.au










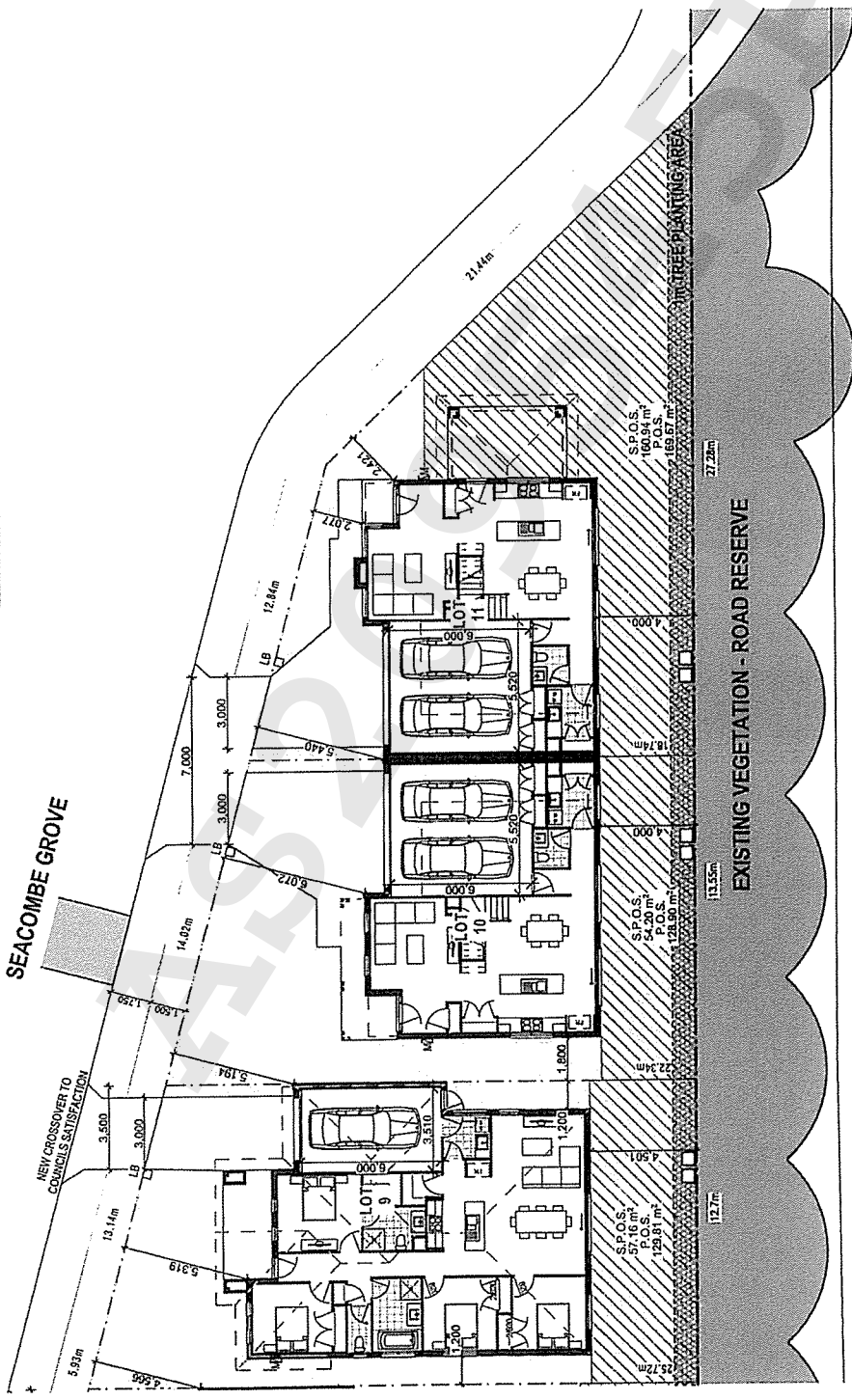
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 MORNINGTON PENINSULA PLANNING SCHEME  
 PLANNING PERMIT NO: P17/1705  
 SHEET: 10/36  
 DATE: 09/07/2018

Signed:   
**STATUTORY PLANNER**



KEY PLAN

- LEGEND**
-  SECLUDED PRIVATE OPEN SPACE
  -  PRIVATE OPEN SPACE
  -  LETTER BOX
  -  ON-STREET CARPARK AS PER ASINZS 2890.1:2004
  -  GARBAGE BIN STORAGE LOCATION
  -  EXISTING VEGETATION
  -  INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)



FRANKSTON - FLINDERS ROAD

**GROUND FLOOR PLAN LOTS 9-11**


**1124 FRANKSTON - FLINDERS ROAD**

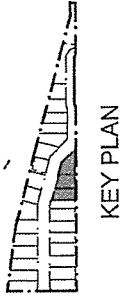
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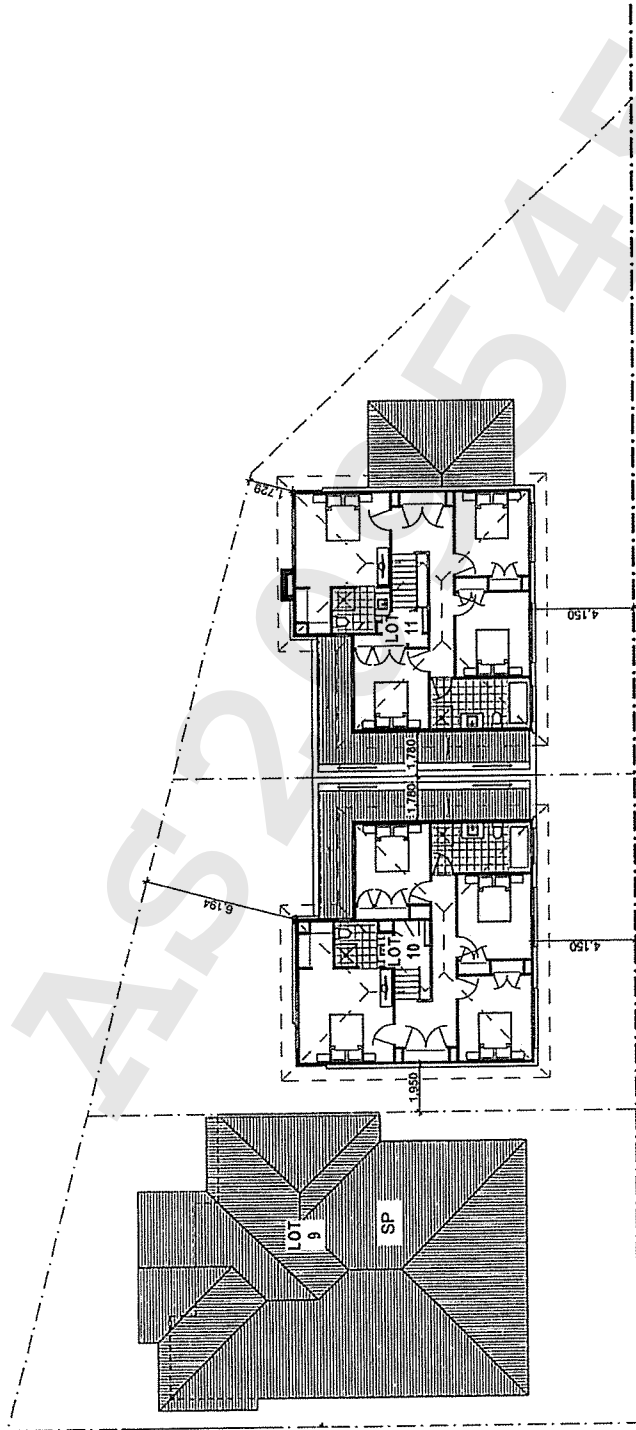
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 DATE: 09/07/2018  
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**STATUTORY PLANNER**



NOTE:  
 ALL FIRST FLOOR HABITABLE ROOM  
 WINDOWS OVERLOOKING ADJOINING  
 PROPERTIES TO COMPLY WITH CLAUSE  
 B22 OVERLOOKING OF THE MORNINGTON  
 PLANNING SCHEME.

SEACOMBE GROVE

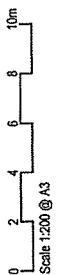


FRANKSTON - FLINDERS ROAD

1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE

FIRST FLOOR PLAN LOTS 9-11



File: 20180717\_1124 Frankston - Flinders Road - Level 1111 - DWG.dwg (11/28) (17/05/2018)

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 PLANNING PERMIT NO: P17/1705  
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 DATE: 09/07/2018

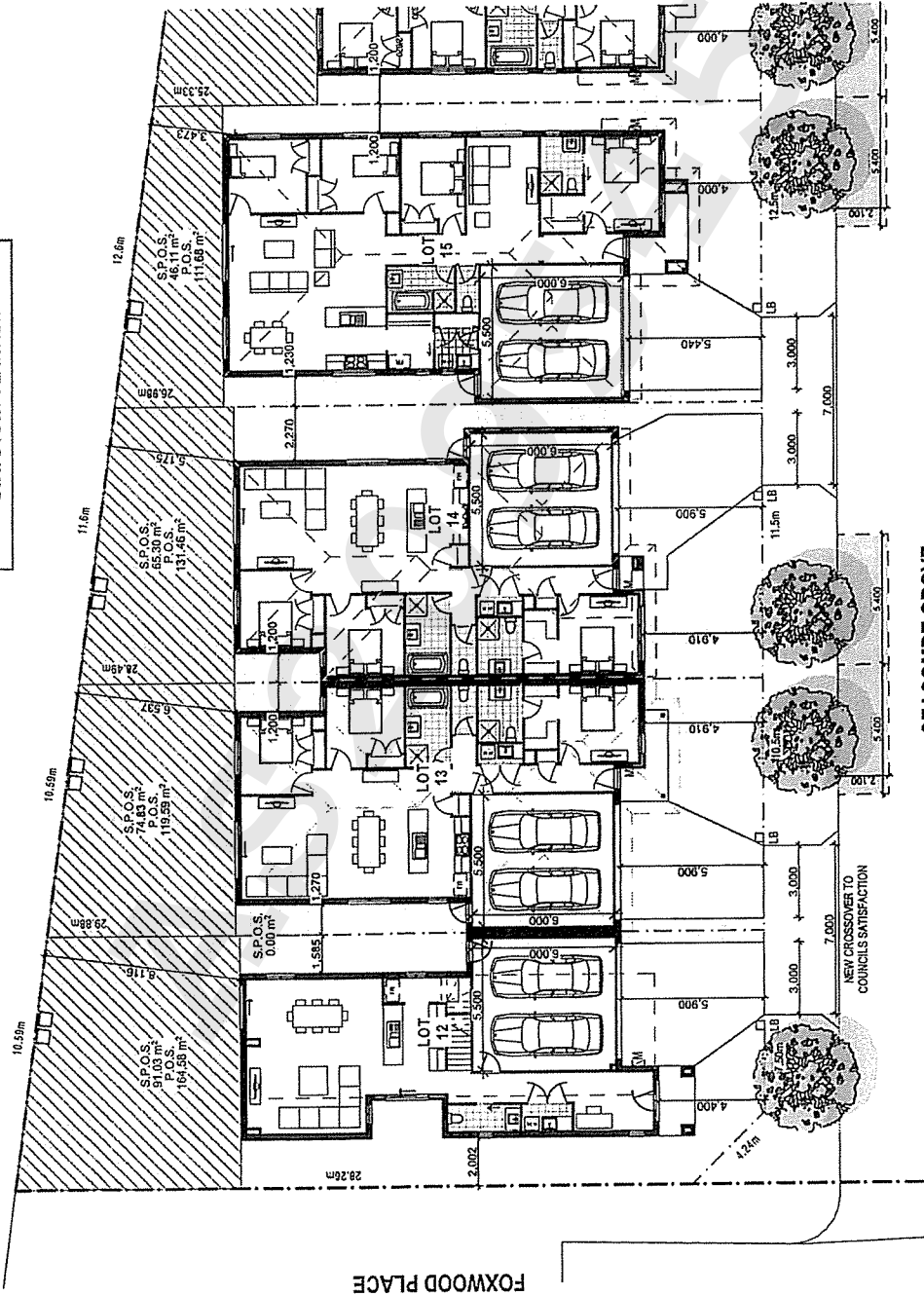
**STATUTORY PLANNER**

**VICTRACK LAND RESERVE:**



KEY PLAN

- LEGEND**
- SECLUDED PRIVATE OPEN SPACE
  - PRIVATE OPEN SPACE
  - LETTER BOX
  - ON-STREET CARPARK AS PER AS/NZS 2890.1:2004
  - GARBAGE BIN STORAGE LOCATION
  - EXISTING VEGETATION
  - INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)



SEACOMBE GROVE

**1124 FRANKSTON - FLINDERS ROAD**

SOMERVILLE

**GROUND FLOOR PLAN LOTS 12-15**




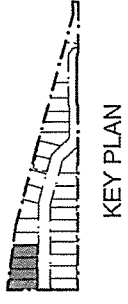
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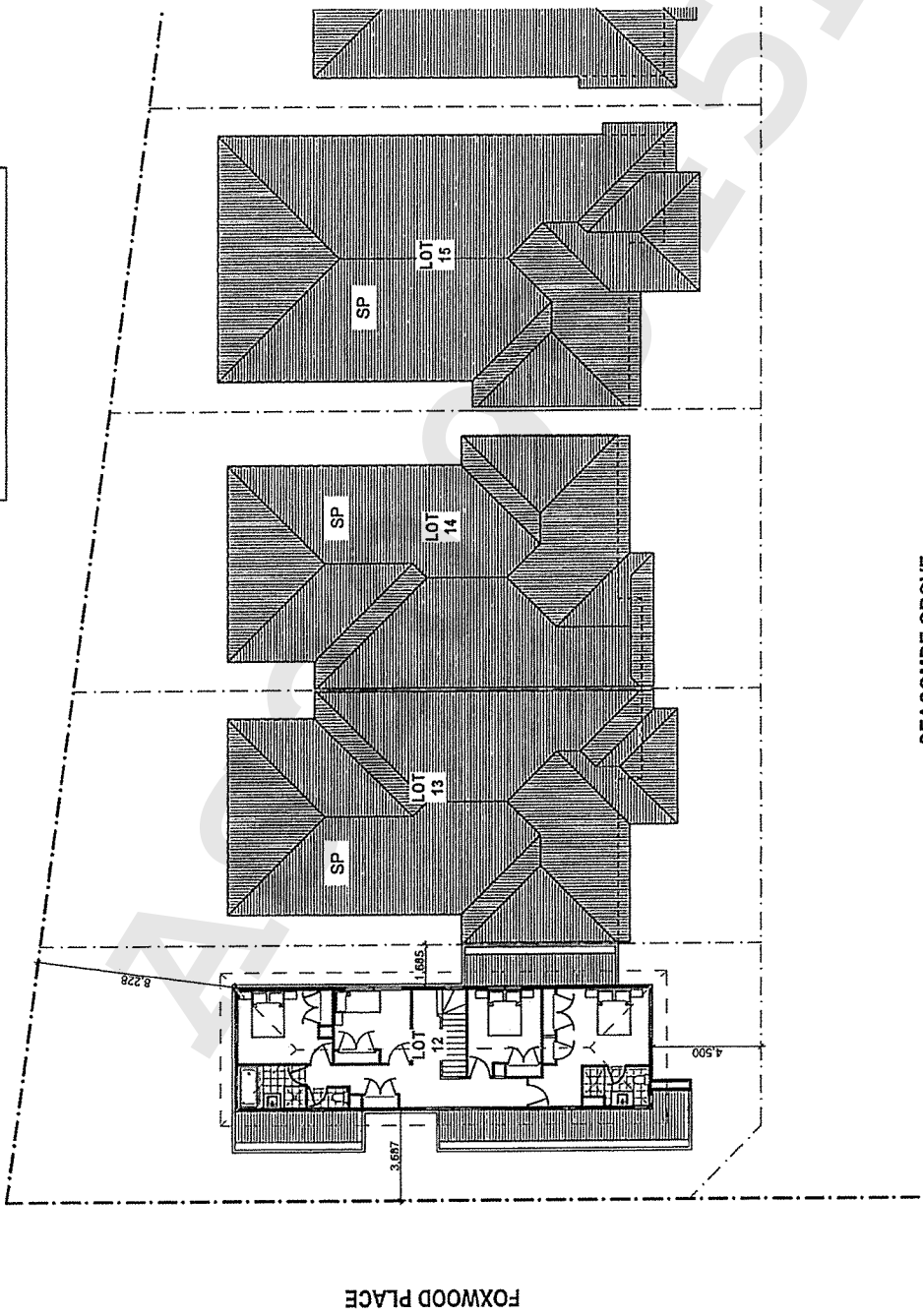
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 MORNINGTON PENINSULA PLANNING SCHEME  
 PLANNING PERMIT NO: P17/1705  
 SHEET: 13/58  
 DATE: 09/07/2018

Signed:   
**STATUTORY PLANNER**



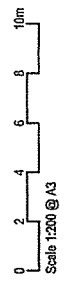
**NOTE:**  
 ALL FIRST FLOOR HABITABLE ROOM  
 WINDOWS OVERLOOKING ADJOINING  
 PROPERTIES TO COMPLY WITH CLAUSE  
 B22 OVERLOOKING OF THE MORNINGTON  
 PLANNING SCHEME.

**VICTRACK LAND RESERVE**



**1124 FRANKSTON - FLINDERS ROAD**  
**SOMERVILLE**

**FIRST FLOOR PLAN LOTS 12-15**




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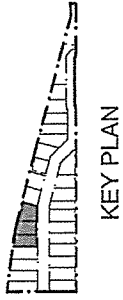
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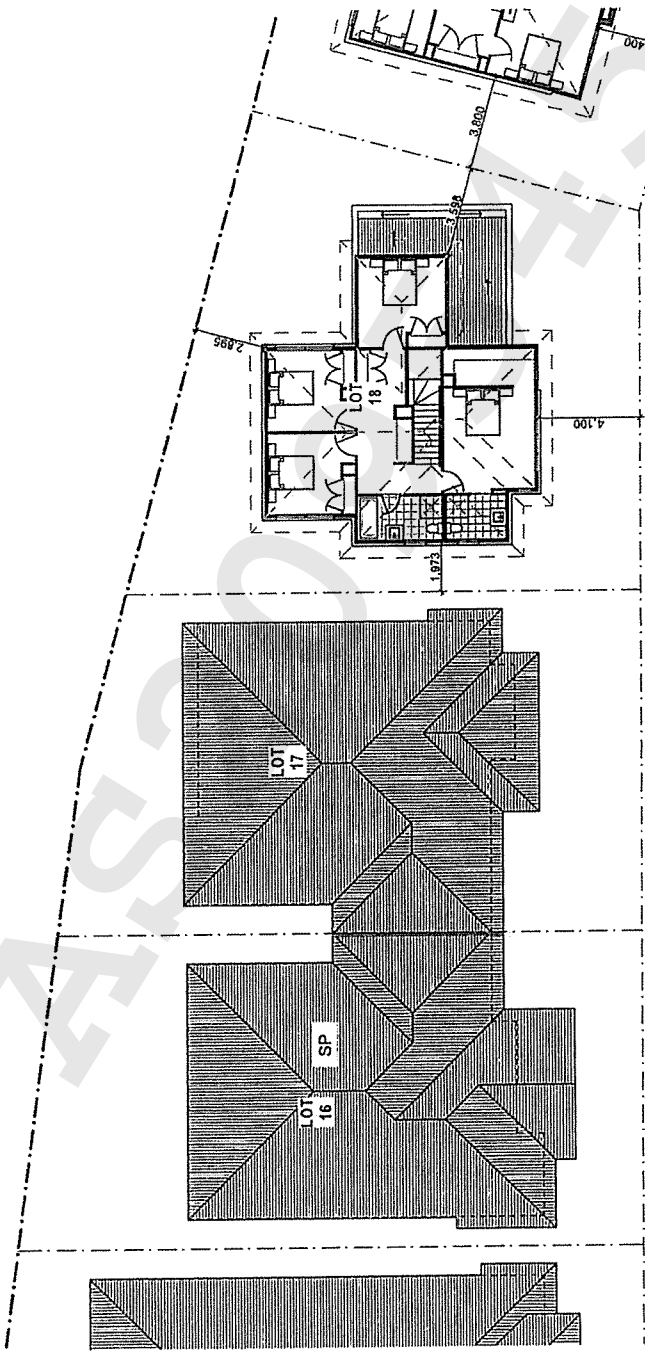
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Signed:  STATUTORY PLANNER

VICTRACK LAND RESERVE



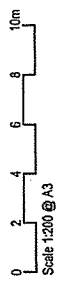
NOTE:  
 ALL FIRST FLOOR HABITABLE ROOM  
 WINDOWS OVERLOOKING ADJOINING  
 PROPERTIES TO COMPLY WITH CLAUSE  
 B22 OVERLOOKING OF THE MORNINGTON  
 PLANNING SCHEME.



SEACOMBE GROVE

**1124 FRANKSTON - FLINDERS ROAD**  
 SOMERVILLE

FIRST FLOOR PLAN LOTS 16-18




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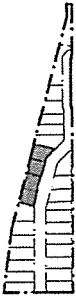
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


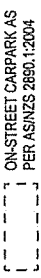


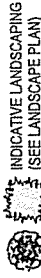
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 MORNINGTON PENINSULA PLANNING SCHEME  
 PLANNING PERMIT NO: P171705  
 SHEET: 16/38  
 DATE: 09/07/2018

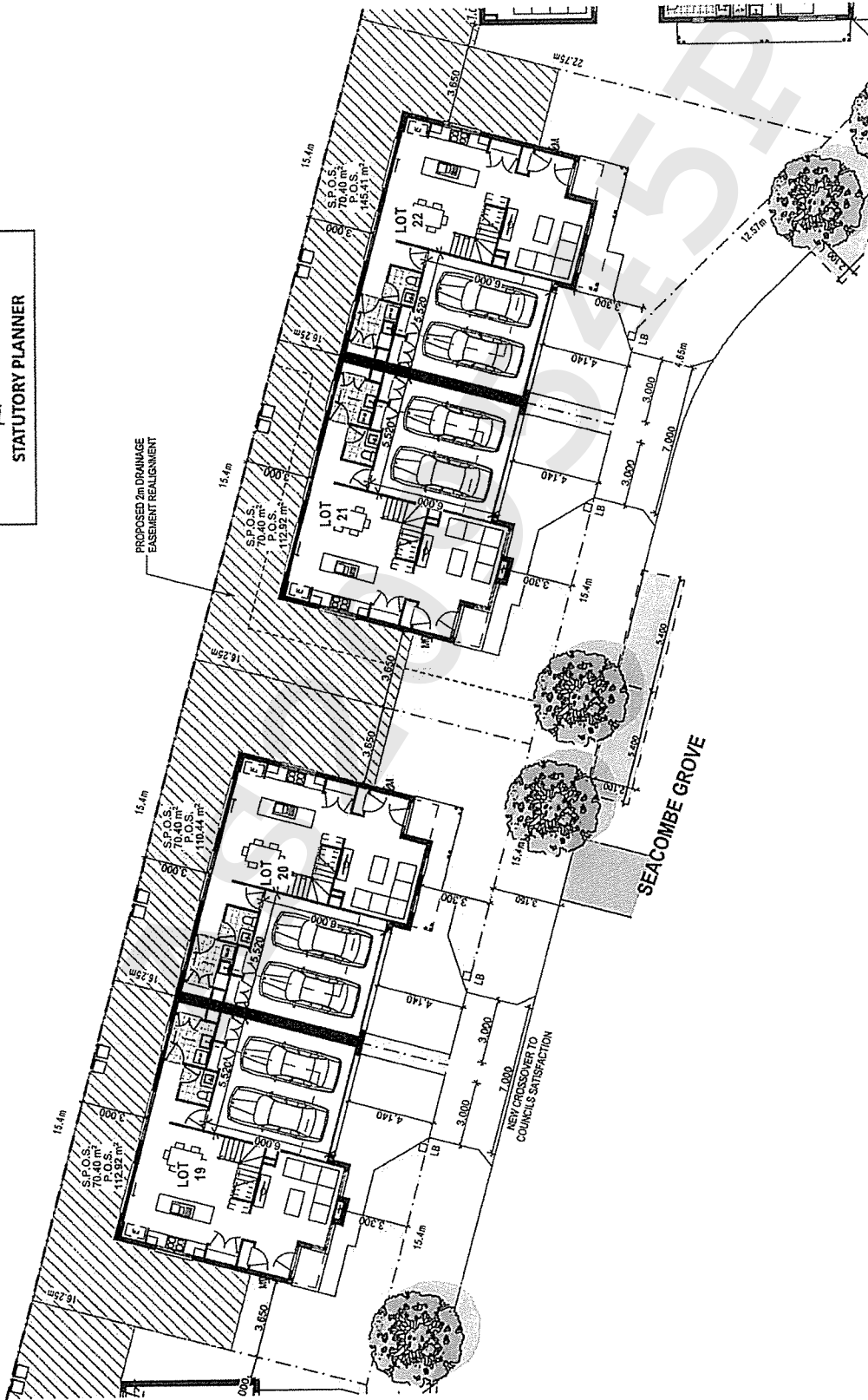
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**STATUTORY PLANNER**

VICTRACK LAND RESERVE

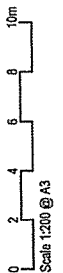


KEY PLAN

- LEGEND**
-  SECLUDED PRIVATE OPEN SPACE
  -  PRIVATE OPEN SPACE
  -  LETTER BOX
  -  ON-STREET CARPARK AS PER ASANZS 2850.1:2004
  -  GARBAGE BIN STORAGE LOCATION
  -  EXISTING VEGETATION
  -  INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)



**GROUND FLOOR PLAN LOTS 19-22**




**1124 FRANKSTON - FLINDERS ROAD**

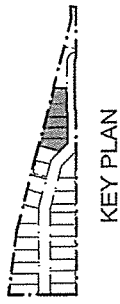
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








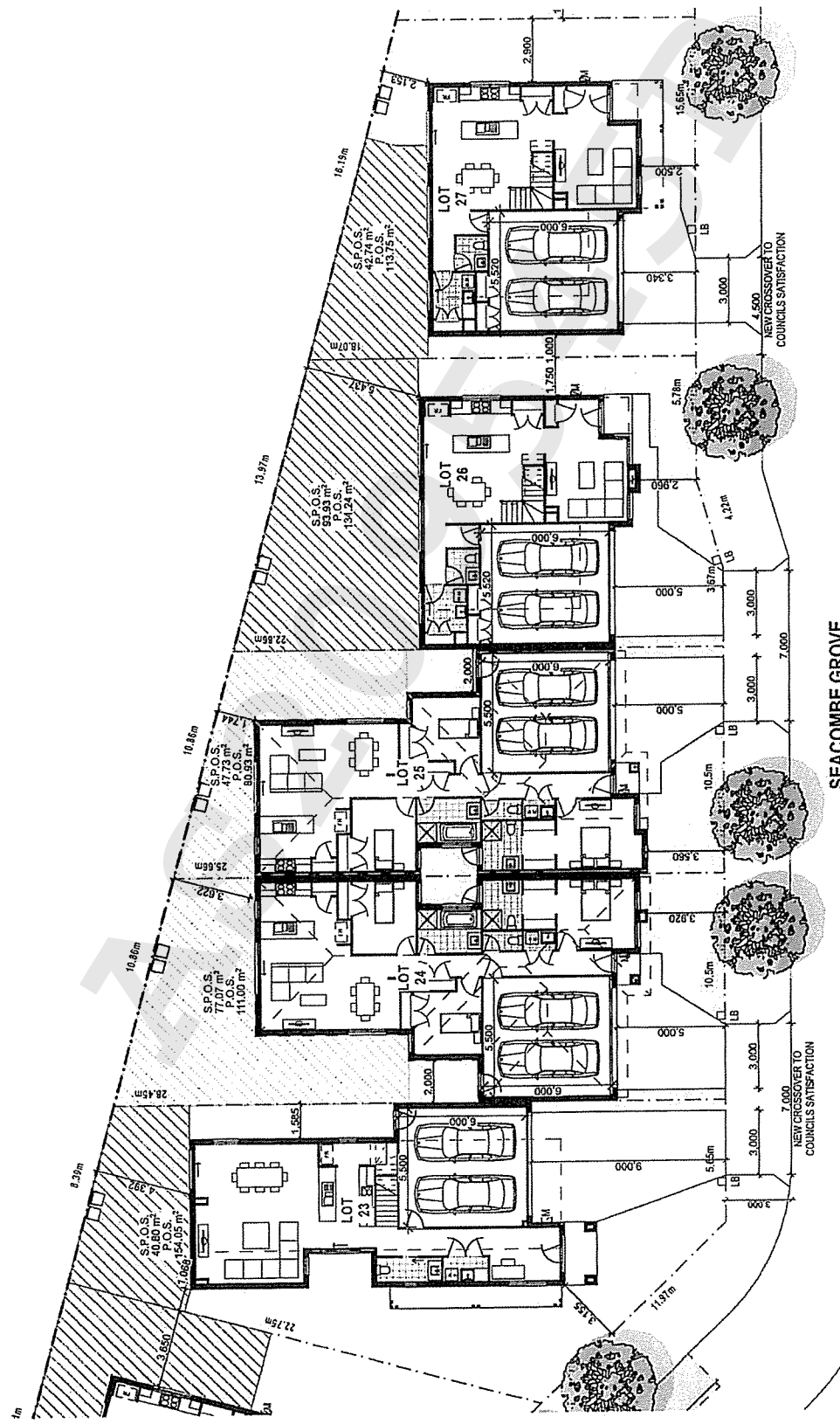
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 MORNINGTON PENINSULA PLANNING SCHEME  
 PLANNING PERMIT NO: P17/1705  
 SHEET: 18/38  
 DATE: 09/07/2018

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**STATUTORY PLANNER**



**VICTRACK LAND RESERVE**

- LEGEND**
-  SECLUDED PRIVATE OPEN SPACE
  -  PRIVATE OPEN SPACE
  -  LETTER BOX
  -  ON-STREET CARPARK AS PER ASINZS 2880.1:2004
  -  GARBAGE BIN STORAGE LOCATION
  -  EXISTING VEGETATION
  -  INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)



**SEACOMBE GROVE**

**GROUND FLOOR PLAN LOTS 23-27**

**1124 FRANKSTON - FLINDERS ROAD**

**SOMERVILLE**



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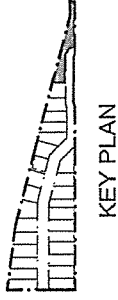
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








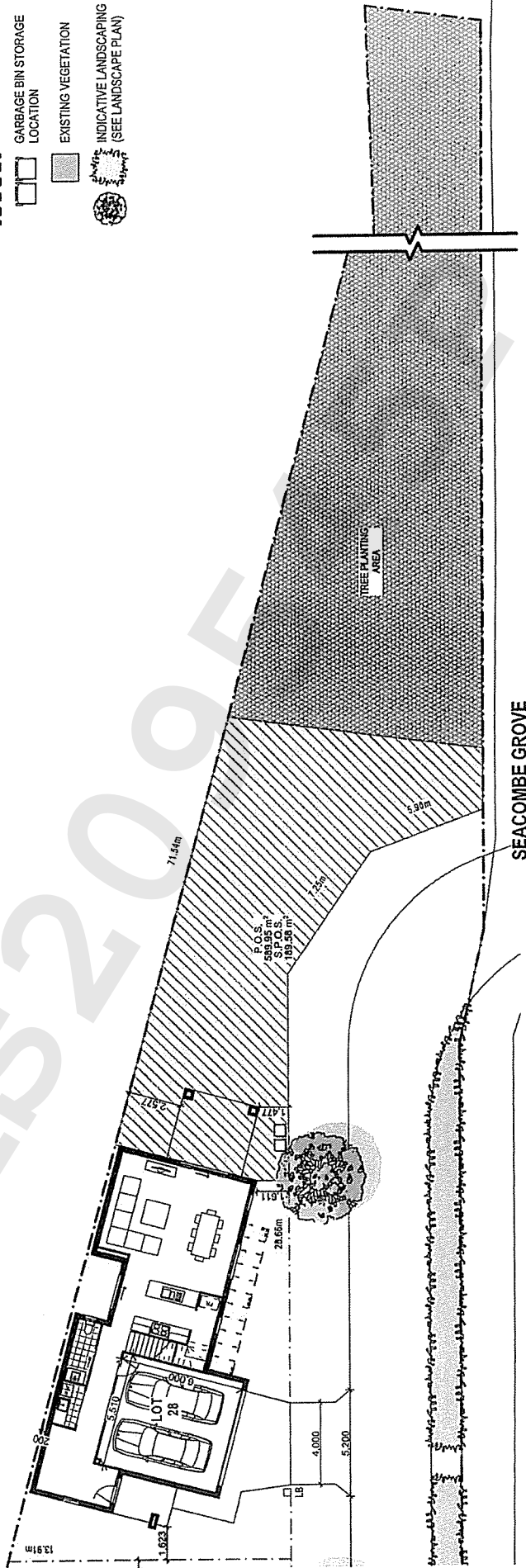
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 PLANNING PERMIT NO: P17/1705  
 SHEET: 20/36  
 DATE: 09/07/2018

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**STATUTORY PLANNER**

**VICTRACK LAND RESERVE**



- LEGEND**
-  SECLUDED PRIVATE OPEN SPACE
  -  PRIVATE OPEN SPACE
  -  LETTER BOX
  -  ON-STREET CARPARK AS PER ASINZS 2890.1:2004
  -  GARBAGE BIN STORAGE LOCATION
  -  EXISTING VEGETATION
  -  INDICATIVE LANDSCAPING (SEE LANDSCAPE PLAN)



**GROUND FLOOR PLAN LOT 28**




0 2 4 6 8 10m  
 Scale 1:200 @ A3

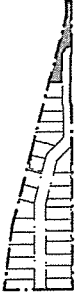
**1124 FRANKSTON - FLINDERS ROAD**

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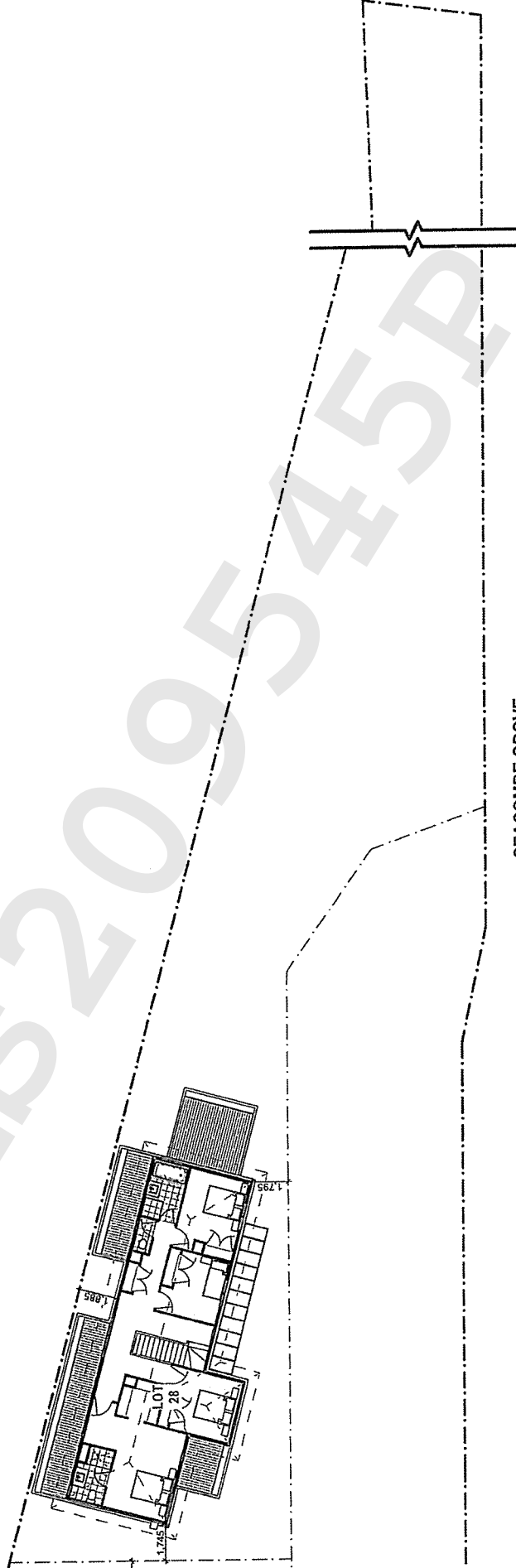
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KEY PLAN

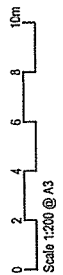
NOTE:  
 ALL FIRST FLOOR HABITABLE ROOM  
 WINDOWS OVERLOOKING ADJOINING  
 PROPERTIES TO COMPLY WITH CLAUSE  
 B22 OVERLOOKING OF THE MORNINGTON  
 PLANNING SCHEME.

VICTRACK LAND RESERVE



SEACOMBE GROVE

FIRST FLOOR PLAN LOT 28



1124 FRANKSTON - FLINDERS ROAD

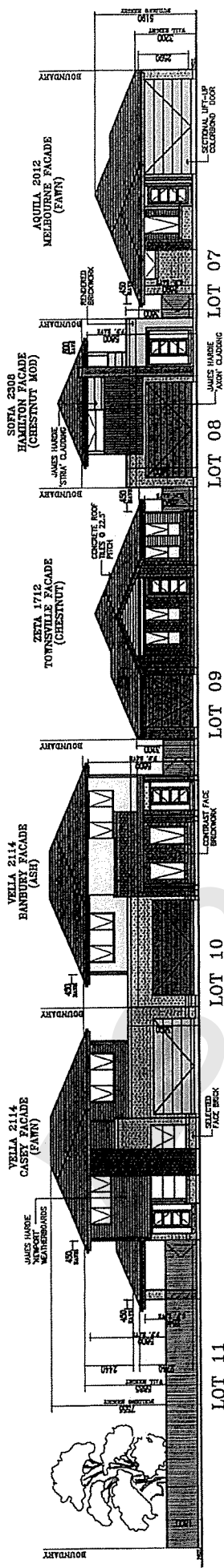
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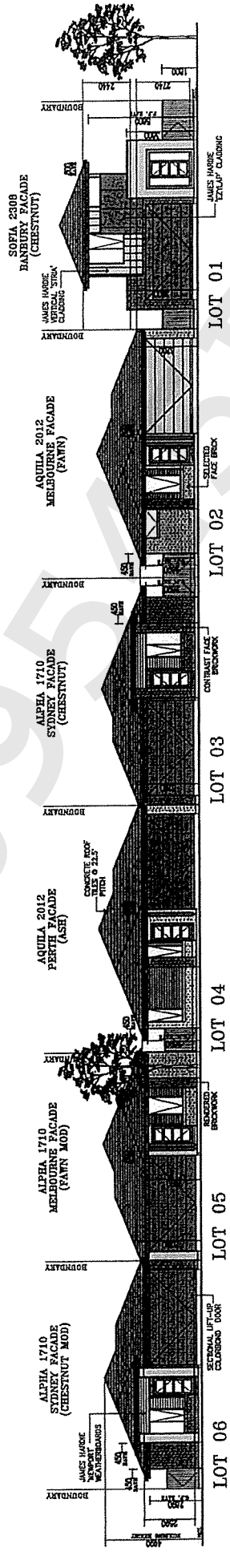
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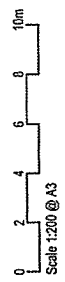


**SEACOMBE GROVE – NORTH/EAST**



**SEACOMBE GROVE – NORTH/EAST**

**ELEVATIONS**




**1124 FRANKSTON - FLINDERS ROAD**

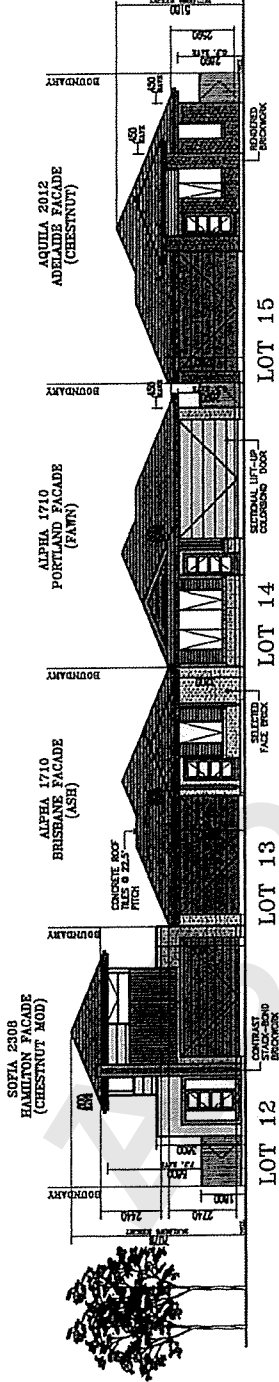
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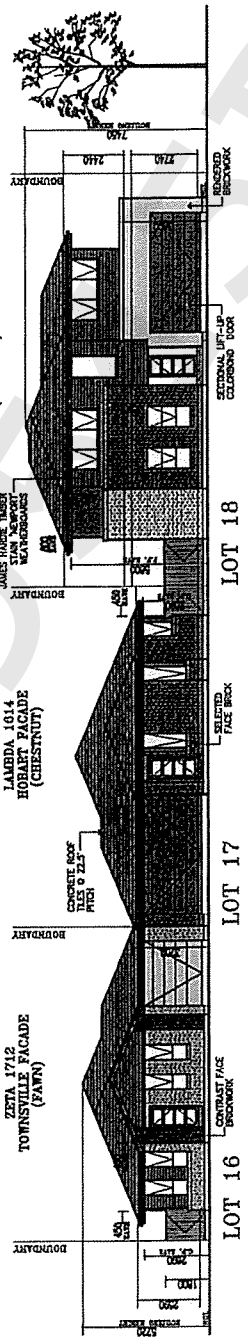
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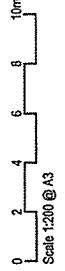


**SEACOMBE GROVE - SOUTH/WEST**



**SEACOMBE GROVE - SOUTH/WEST**

**ELEVATIONS**




**1124 FRANKSTON - FLINDERS ROAD**  
 SOMERVILLE

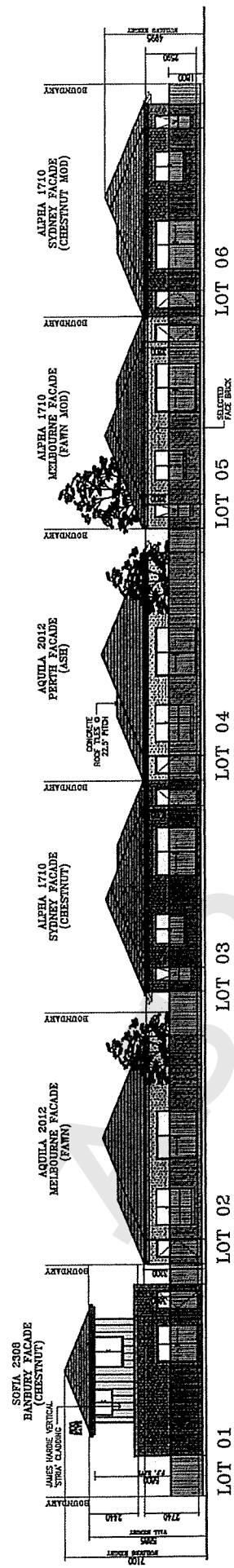
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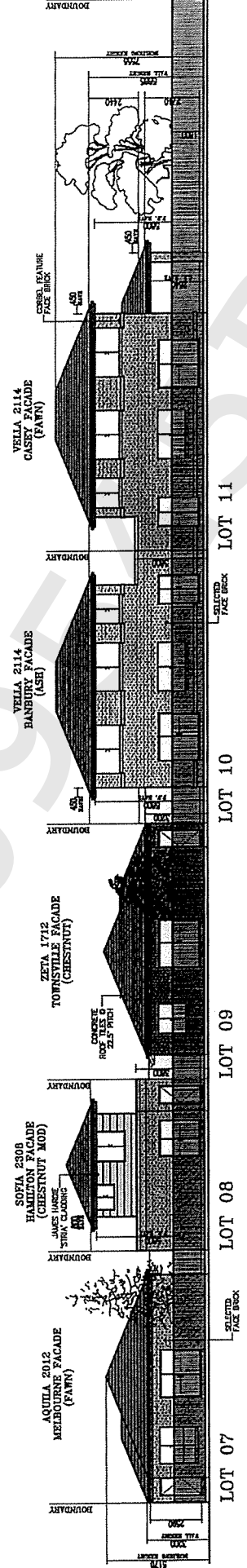


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 PLANNING PERMIT NO: P17/1705  
 SHEET: 26/36  
 DATE: 09/07/2018

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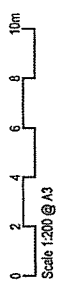


**FRANKSTON - FLINDERS ROAD - SOUTH/WEST**



**FRANKSTON - FLINDERS ROAD - SOUTH/WEST**

**ELEVATIONS**




**1124 FRANKSTON - FLINDERS ROAD**

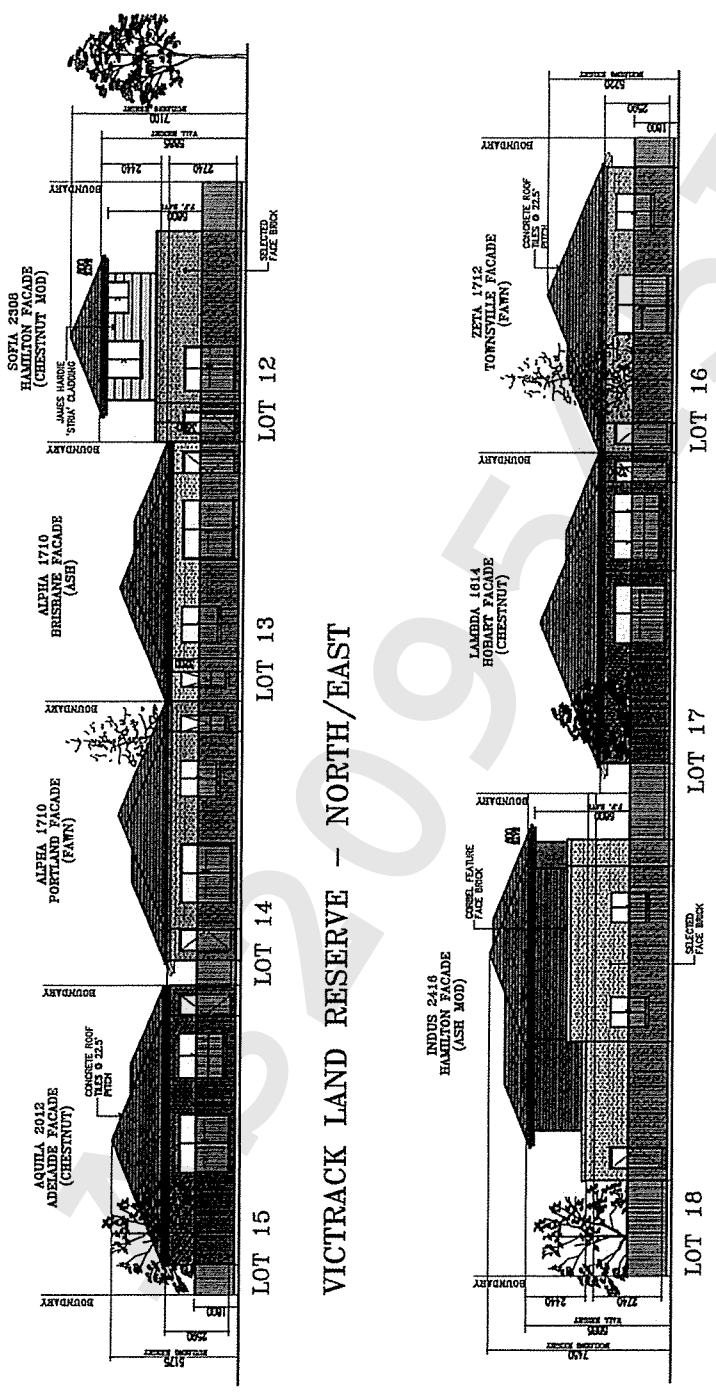
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 DATE: 09/07/2018

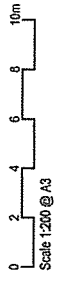
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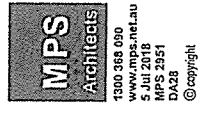
**VICTRACK LAND RESERVE – NORTH/EAST**

**VICTRACK LAND RESERVE – NORTH/EAST**

**ELEVATIONS**



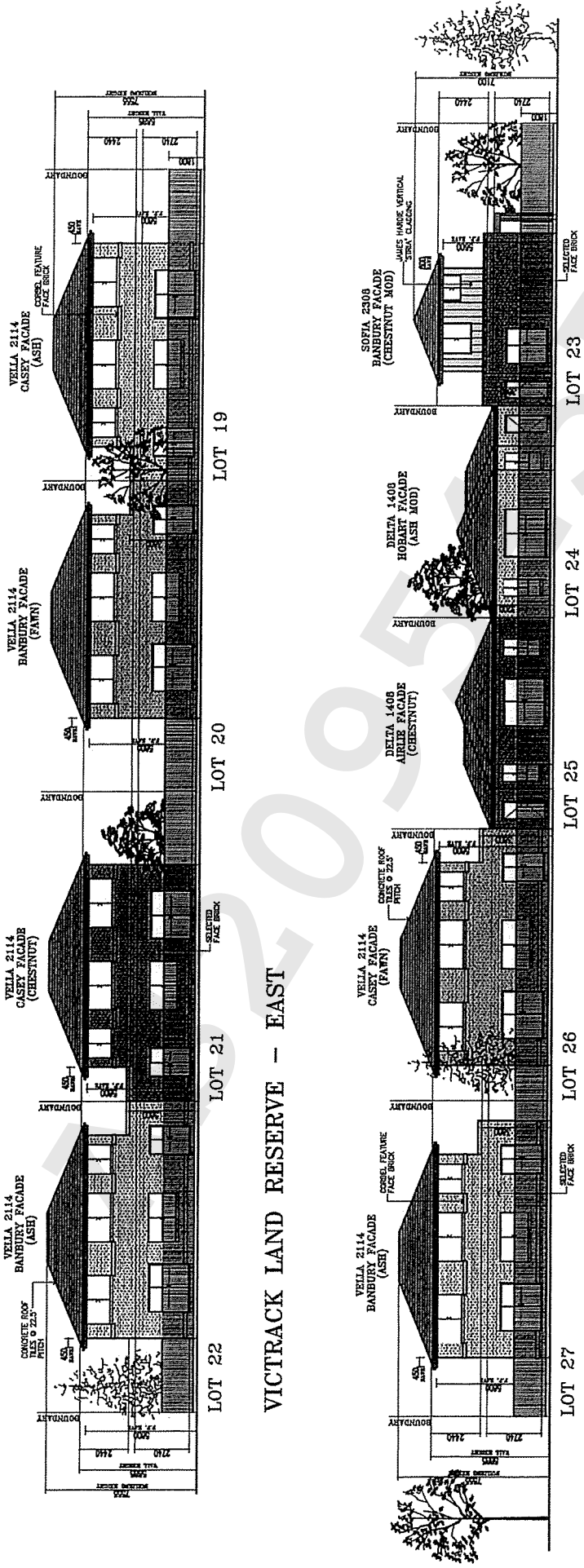
**1124 FRANKSTON - FLINDERS ROAD**  
**SOMERVILLE**



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ENDORSED PLAN  
 MORNINGTON PENINSULA PLANNING SCHEME  
 PLANNING PERMIT NO: P17/1705  
 SHEET: 28/38  
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VICTRACK LAND RESERVE - EAST

VICTRACK LAND RESERVE - NORTH/EAST

ELEVATIONS



1124 FRANKSTON - FLINDERS ROAD  
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









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
**ASH EXTERNAL COLOUR SCHEME**

	MAIN BRICK - Austral Brick "Ash"
	CONCRETE ROOF TILES - "Sambuca" (Elobana)
	CONTRAST BRICK - Austral Brick "Zinc"
	GUTTER, FASCIA & DOWNPIPES - "Monument"
	WINDOW & DOOR FRAME - "Black"
	PAINTED POSTS, CEMENT SHEET & SELECTED CLADDINGS - "Wallaby"
	GARAGE DOOR - "Night Sky"
	Front entry door MADINFAG - "Caramel stain"
	RENDER FINISH - "Surfmat"
	HORIZONTAL NEWPORT CLADDING - "Wallaby"
	CONTRAST RENDER - "Monument"
	CONTRAST CLADDING - "Monument"
	UPGRADED TIMBER LOOK GARAGE DOOR - "Jolabo"
	COLOURED CONCRETE DRIVEWAY - "Slate"

**CHESTNUT EXTERNAL COLOUR SCHEME**

	MAIN BRICK - Austral Brick "Chestnut"
	CONCRETE ROOF TILES - "Barramundi" (Elobana)
	CONTRAST BRICK - Austral Brick "Graphite"
	GUTTER, FASCIA & DOWNPIPES - "Woodland Grey"
	WINDOW & DOOR FRAME - "Woodland Grey"
	PAINTED POSTS, CEMENT SHEET & SELECTED CLADDINGS - "Dune"
	GARAGE DOOR - "Woodland Grey"
	Front entry door MADINFAG - "Caramel stain"
	RENDER FINISH - "Dune"
	HORIZONTAL NEWPORT CLADDING - "Dune"
	CONTRAST RENDER - "Woodland Grey"
	CONTRAST CLADDING - "Woodland Grey"
	UPGRADED TIMBER LOOK GARAGE DOOR - "Jolabo"
	COLOURED CONCRETE DRIVEWAY - "Slate"

**FAWN EXTERNAL COLOUR SCHEME**

	MAIN BRICK - Austral Brick "Engage"
	CONCRETE ROOF TILES - "Aniseed" (Elobana)
	CONTRAST BRICK - Austral Brick "Indulgence Truffle"
	GUTTER, FASCIA & DOWNPIPES - "Jasper"
	WINDOW & DOOR FRAME - "Dune"
	PAINTED POSTS, CEMENT SHEET & SELECTED CLADDINGS - "Jasper"
	GARAGE DOOR - "Dune"
	Front entry door MADINFAG - "Caramel stain"
	RENDER FINISH - "Jasper"
	HORIZONTAL NEWPORT CLADDING - "Jasper"
	CONTRAST RENDER - "Dune"
	UPGRADED TIMBER LOOK GARAGE DOOR - "Jolabo"
	COLOURED CONCRETE DRIVEWAY - "Earth"

**COLOUR SCHEDULE**

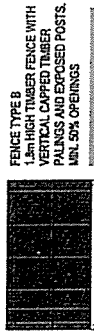
**1124 FRANKSTON - FLINDERS ROAD**  
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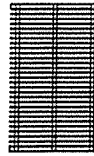
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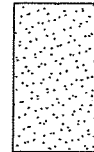
**FENCE TYPE A**  
1.8m HIGH TIMBER PALING FENCE



**FENCE TYPE B**  
1.8m HIGH TIMBER FENCE WITH VERTICAL TIMBER POSTS AND HORIZONTAL RAILS. MIN. 5% OPENINGS

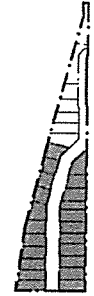


**FENCE TYPE C**  
1.8m HIGH TIMBER FENCE. MIN. 5% OPENINGS




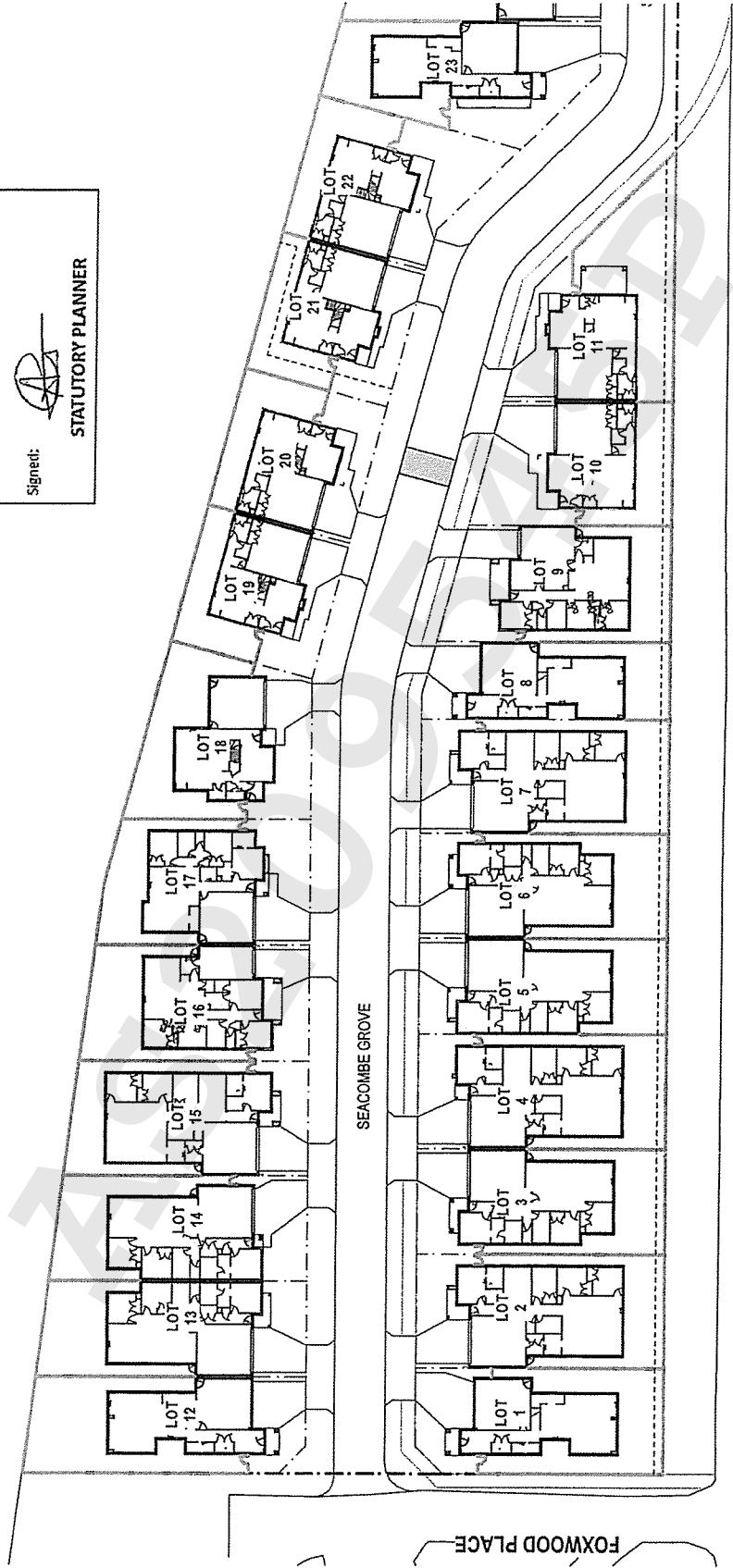
**FENCE TYPE D**  
1.8m HIGH BRUSH PANEL FEATURE FENCE

KEY PLAN



**ENDORSED PLAN**  
MORNINGTON PENINSULA PLANNING SCHEME  
PLANNING PERMIT NO: P17/1705  
SHEET: 31/38  
DATE: 09/07/2018

Signet:  STATUTORY PLANNER

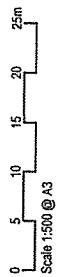


FRANKSTON - FLINDERS ROAD

**1124 FRANKSTON - FLINDERS ROAD**  
SOMERVILLE

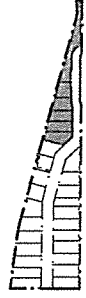


**FENCING PLAN LOTS 1-22**

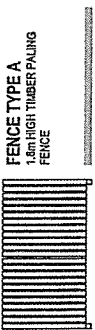
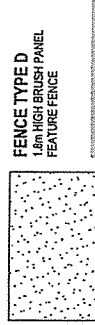


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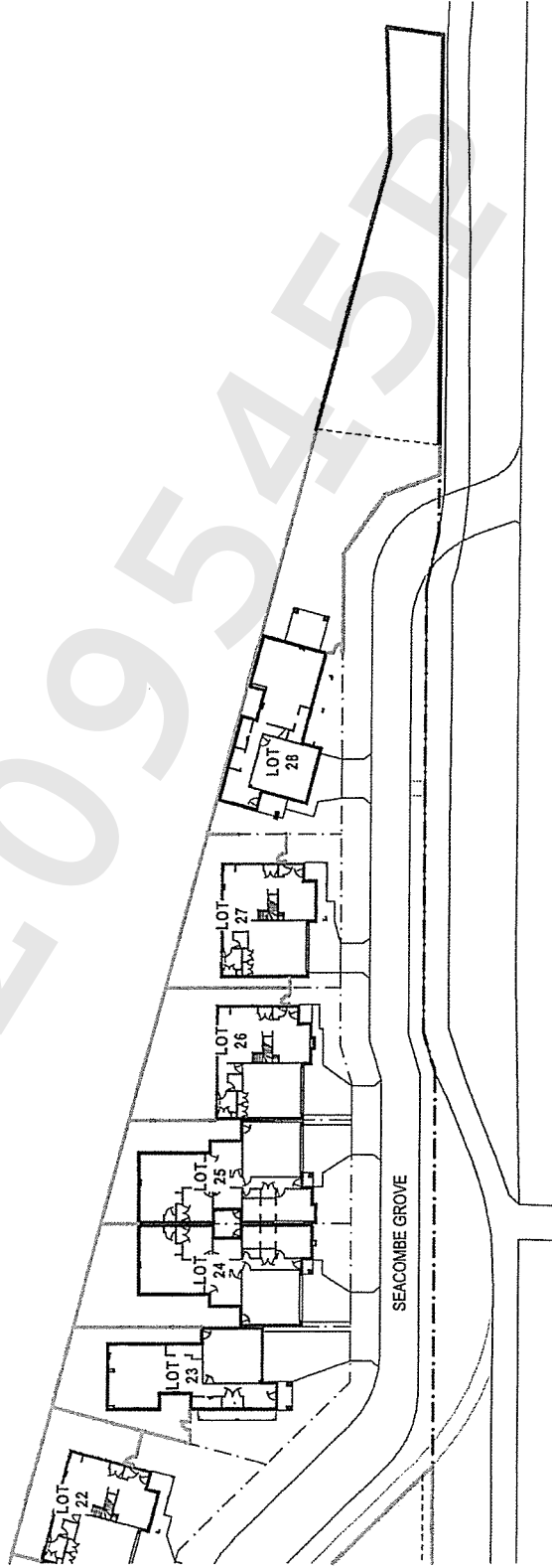


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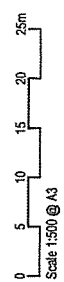
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 SHEET: 32/58  
 DATE: 09/07/2018

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 STATUTORY PLANNER




# FENCING PLAN LOTS 23-28

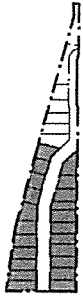
# 1124 FRANKSTON - FLINDERS ROAD SOMERVILLE



**MPS**  
 Architects  
 1300 368 080  
 www.mps.net.au  
 5 Jul 2018  
 MPS 2351  
 D433  
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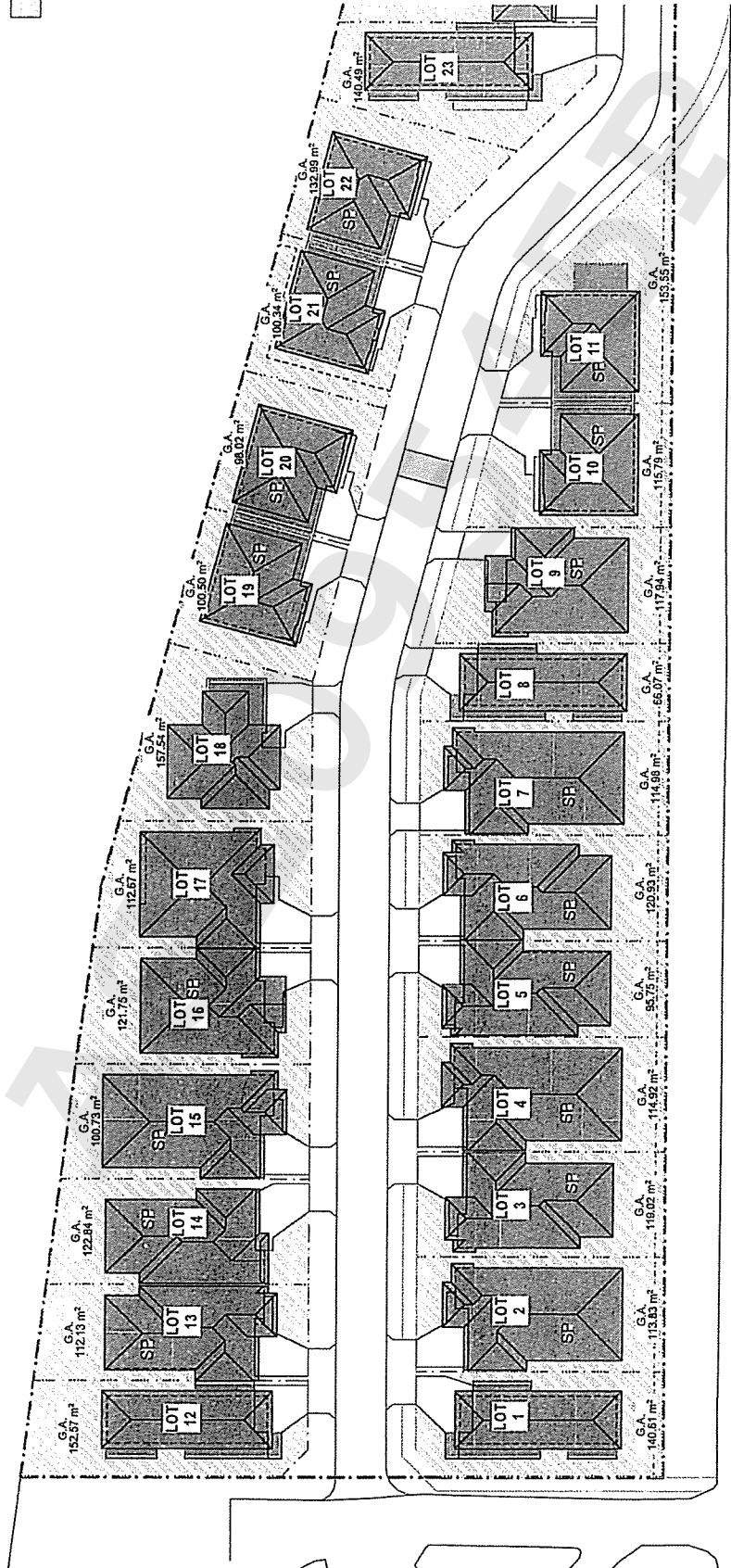
**ENDORSED PLAN**  
 MORNINGTON PENINSULA PLANNING SCHEME  
 PLANNING PERMIT NO: P17/1705  
 SHEET: 33/38  
 DATE: 09/07/2018

Signed:   
**STATUTORY PLANNER**



KEY PLAN

**LEGEND**  
 GARDEN AREA



**GARDEN AREA PLAN LOT 1-22**




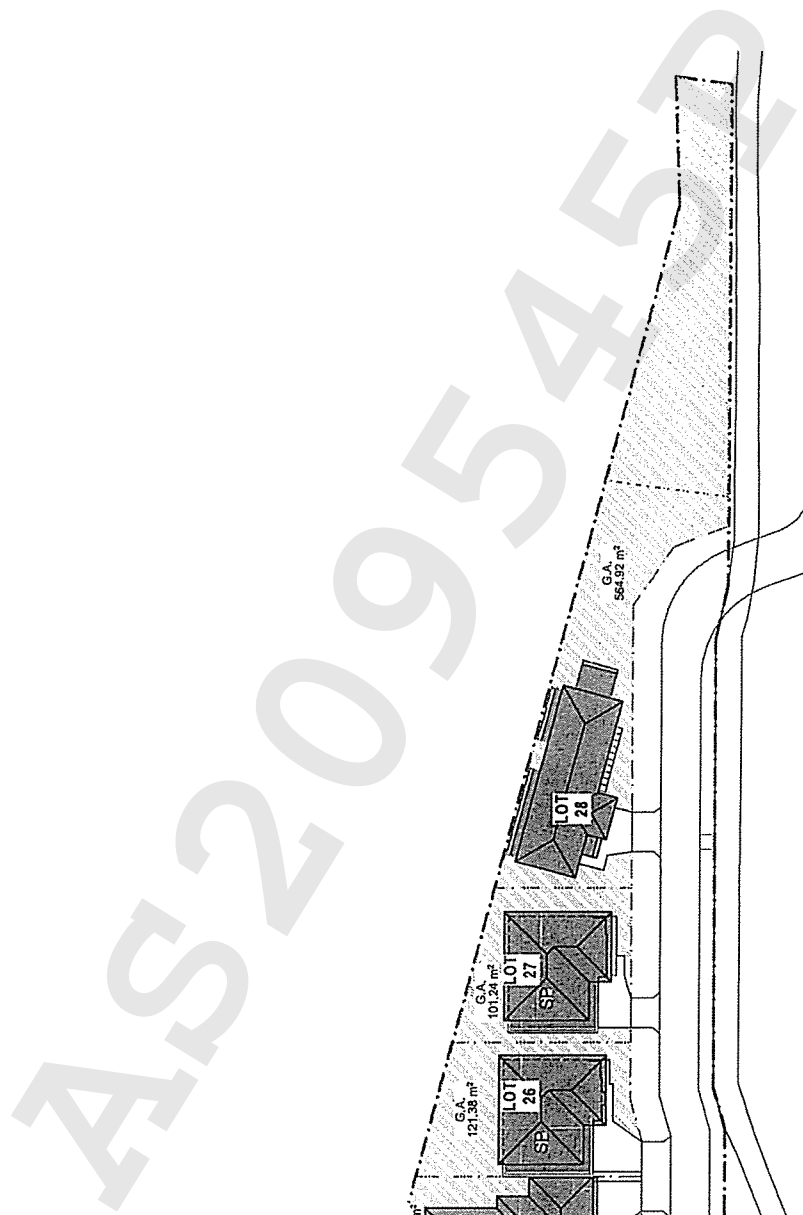
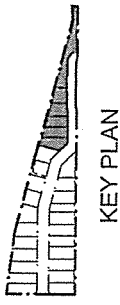
Scale 1:500 @ A3  
 0 5 10 15 20 25m

**1124 FRANKSTON - FLINDERS ROAD**  
 SOMERVILLE

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 1300 268 899  
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**ENDORSED PLAN**  
 MORNINGTON PENINSULA PLANNING SCHEME  
 PLANNING PERMIT NO: P17/1705  
 SHEET: 34/38  
 DATE: 09/07/2018

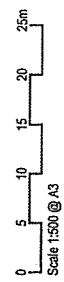
Signed:   
 STATUTORY PLANNER



GARDEN AREA PLAN LOT 23-28

1124 FRANKSTON - FLINDERS ROAD

SOMERVILLE



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 5 Jul 2018  
 MPS 2951  
 DA35  
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	1	2	3	4	5	6	7	8	9	10
HOUSE TYPE	SOFIA 2308	AQUILA 2012	ALPHA 1710	AQUILA 2012	ALPHA 1710	ALPHA 1710	AQUILA 2012	SOFIA 2308	ZETA 1712	VELLA 2114
LOT AREA (m <sup>2</sup> )	309	341	313	341	286	313	341	227	305	278
HOUSE AREA (m <sup>2</sup> )	124.93	191.82	161.73	191.82	161.73	161.73	191.82	124.93	157.26	118.11
Bedrooms	4	4	3	4	3	3	4	4	3	4
Carparks	2	2	2	2	2	2	2	2	2	2
Garden Area (m <sup>2</sup> )	140.61	113.8	119.02	114.92	95.75	120.93	114.98	66.07	117.94	115.79
Garden Area (%)	45.50%	33.37%	38.03%	33.70%	33.48%	38.64%	33.72%	29.11%	38.67%	41.65%

	11	12	13	14	15	16	17	18	19	20
HOUSE TYPE	VELLA 2114	SOFIA 2308	ALPHA 1710	ALPHA 1710	AQUILA 2012	ZETA 1712	LAMBDA 1614	INDUS 2416	VELLA 2114	VELLA 2114
LOT AREA (m <sup>2</sup> )	327	316	306	319	327	311	311	324	250	250
HOUSE AREA (m <sup>2</sup> )	118.11	124.93	161.73	161.73	191.82	157.26	153.96	122.64	118.11	118.11
Bedrooms	4	4	3	3	4	3	3	4	4	4
Carparks	2	2	2	2	2	2	2	2	2	2
Garden Area (m <sup>2</sup> )	153.55	152.57	112.13	112.84	100.73	121.75	112.67	157.54	100.5	98.02
Garden Area (%)	46.96%	48.28%	36.64%	35.37%	30.80%	39.15%	36.23%	48.62%	40.20%	39.21%

	21	22	23	24	25	26	27	28
HOUSE TYPE	VELLA 2114	VELLA 2114	SOFIA 2308	DELTA 1408	DELTA 1408	VELLA 2114	VELLA 2114	LOT 28
LOT AREA (m <sup>2</sup> )	250	285	318	284	255	275	250	735
HOUSE AREA (m <sup>2</sup> )	118.11	118.11	124.93	150.3	150.3	118.11	118.11	119.13
Bedrooms	4	4	4	3	3	4	4	3
Carparks	2	2	2	2	2	2	2	2
Garden Area (m <sup>2</sup> )	100.34	132.99	140.49	105.87	76.85	121.38	101.24	564.92
Garden Area (%)	40.14%	46.66%	44.18%	37.28%	30.14%	44.14%	40.50%	76.86%

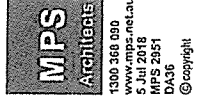
**ENDORSED PLAN**  
 MORNINGTON PENINSULA PLANNING SCHEME  
 PLANNING PERMIT NO: P17/1705  
 SHEET: 35/38  
 DATE: 09/07/2018  
 Signed:   
**STATUTORY PLANNER**

LOT AREA (m <sup>2</sup> )	11,460
SITE COVERAGE (%)	35.18%
PERMEABILITY (%)	41.30%

17 LOTS IN EXCESS OF 300m<sup>2</sup> IN ACCORDANCE WITH CONDITION 1(b) OF PLANNING PERMIT.  
 AVERAGE LOT AREA BETWEEN LOTS 23 TO 28 = 352.8m<sup>2</sup> IN ACCORDANCE WITH CONDITION 1(c) OF PLANNING PERMIT.  
 NO LOTS BETWEEN LOTS 23 TO 28 ARE BELOW 250m<sup>2</sup> IN ACCORDANCE WITH CONDITION 1(c) OF PLANNING PERMIT.

## COMPLIANCE SCHEDULES

# 1124 FRANKSTON - FLINDERS ROAD SOMERVILLE



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1195220

## APPLICANT'S NAME & ADDRESS

JANICE COCARD C/- LANDATA  
MELBOURNE

## VENDOR

NALTY, ALEXIS

## PURCHASER

VENDOR, APPLICATION

## REFERENCE

Nalty & Hough

This certificate is issued for:

LOT 22 PLAN PS814076 ALSO KNOWN AS 22 SEACOMBE GROVE SOMERVILLE  
MORNINGTON PENINSULA SHIRE

The land is covered by the:

MORNINGTON PENINSULA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a ENVIRONMENTAL AUDIT OVERLAY

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

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE- SCHEDULE 2 - C219morn

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

30 October 2025

**Sonya Kilkenny**  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

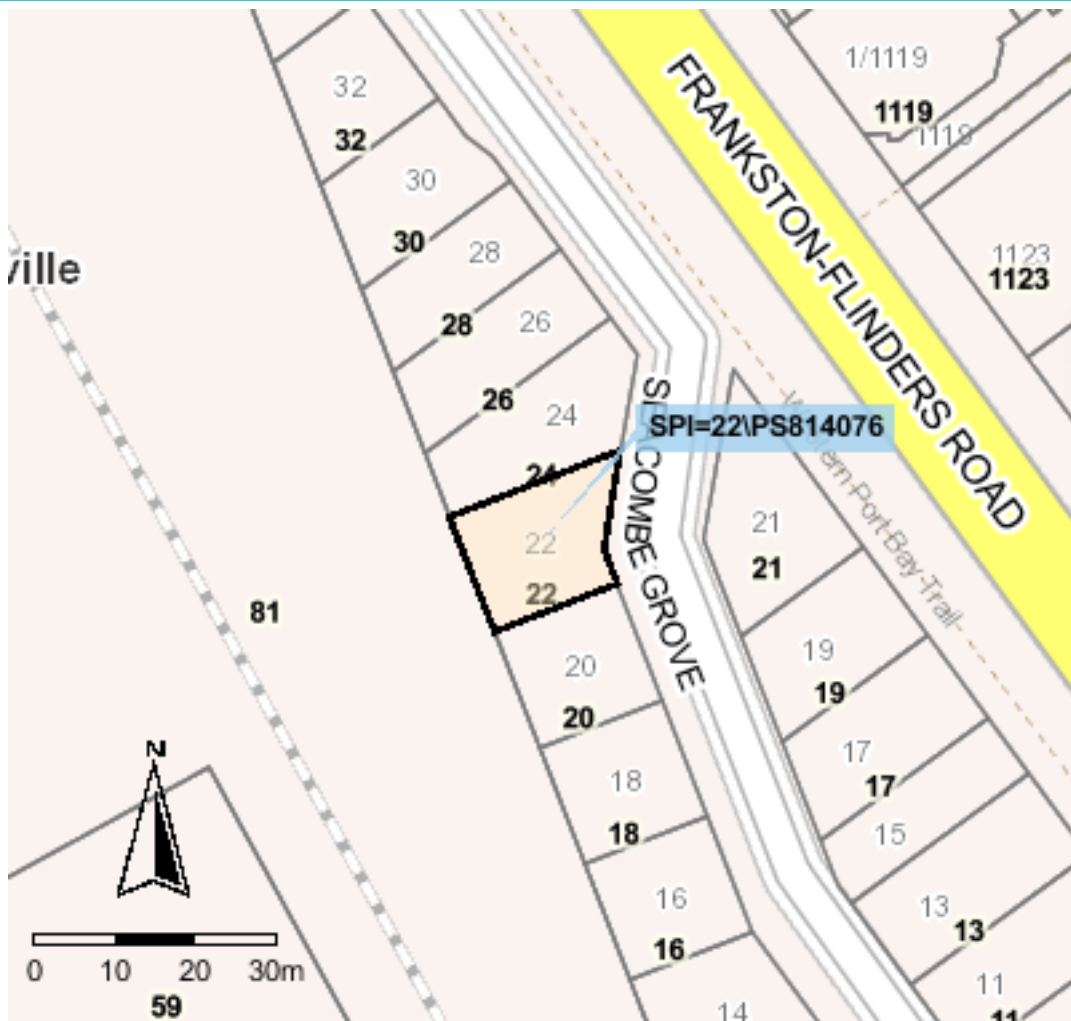
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

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

### Privacy Statement

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



# Rates and Valuation Notice

## 2025-26

RN  
2025

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



032-3912 (21892)

A M Nalty & R M Hough  
22 Seacombe Grove  
SOMERVILLE VIC 3912

### Property number

**148635**

### Total amount due

**\$1,624.30**

### Arrears (due immediately)

**\$0.00**

### Current payable

**\$1,624.30** 15/02/2026

### Instalments

1st \$406.30 Due 30/09/2025  
2nd \$406.00 Due 30/11/2025  
3rd \$406.00 Due 28/02/2026  
4th \$406.00 Due 31/05/2026

### Property details

22 Seacombe Grove SOMERVILLE VICTORIA 3912  
Lot 22 PS 814076 Vol 12142 Fol 401

Land Site Value:  
\$275,000  
Capital improved value  
\$665,000  
Net annual value  
\$33,250  
AVPCC  
110 Dwelling

### Financial details

Residential Improved Rate (0.001414 x CIV) \$940.30  
Waste Service Charge \$433.00

### Key dates

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



Get your rates notice via email.  
[mornpen.ezybill.com.au](http://mornpen.ezybill.com.au)

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

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

### Property owners:

A M Nalty, R M Hough

### Total Shire rates and charges

**\$1,373.30**



ESVF Residential Fixed \$136.00  
ESVF Residential Variable (0.000173 x CIV) \$115.00

### Total State Government ESVF

**\$251.00**

### Balance due

**\$1,624.30**



### Pay with Card or Bank

New

Scan the QR or pay in full or choose  
from flexible weekly, fortnightly or  
monthly instalments. You can also pay  
online at [pay.mornpen.vic.gov.au](http://pay.mornpen.vic.gov.au)

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

Powered by Payble



Bill code: 3653  
Ref no: 2201486350



Bill code: 20537  
Ref no: 2201486350



\*3653 2201486350

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

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

Statement for property:  
LOT 22 22 SEACOMBE GROVE  
SOMERVILLE 3912  
22 PS 814076

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03S//00017/00015	Nalty	31 OCTOBER 2025	50688468

## 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

<b>Parks Victoria - Parks Service Charge</b>	01/10/2025 to 31/12/2025	\$22.45
<b>Melbourne Water Corporation Total Service Charges</b>	01/10/2025 to 31/12/2025	\$31.25

### (b) By South East Water

<b>Water Service Charge</b>	01/10/2025 to 31/12/2025	\$21.97
<b>Sewerage Service Charge</b>	01/10/2025 to 31/12/2025	\$100.41
<b>Subtotal Service Charges</b>		<u>\$176.08</u>
<b>TOTAL UNPAID BALANCE</b>		\$176.08

- The meter at the property was last read on 02/09/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

**Water Usage Charge** **\$3.59 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](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

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

## 2. Encumbrance Summary

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

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

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

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto: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.

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

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.

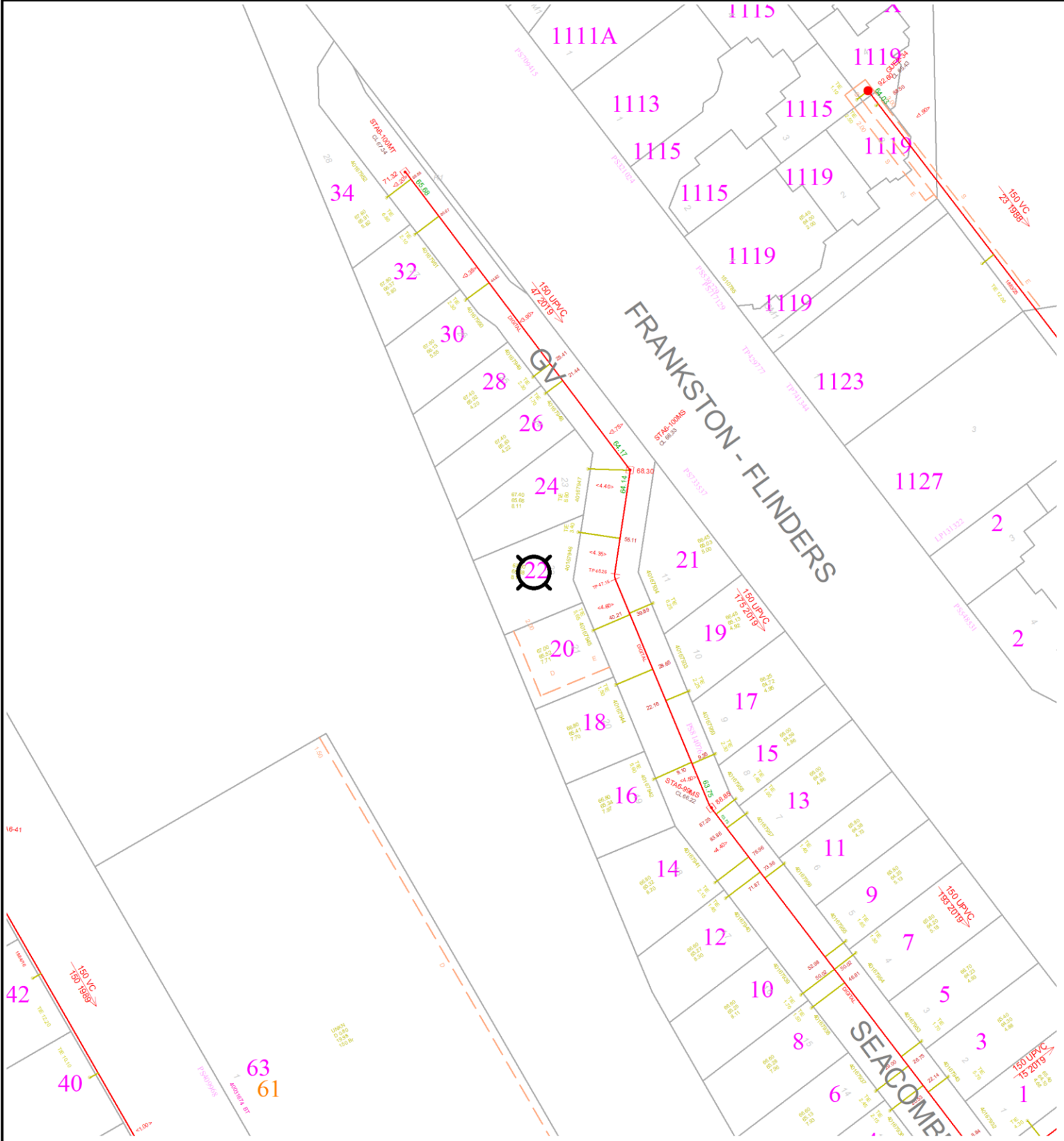
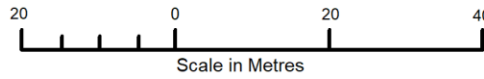
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

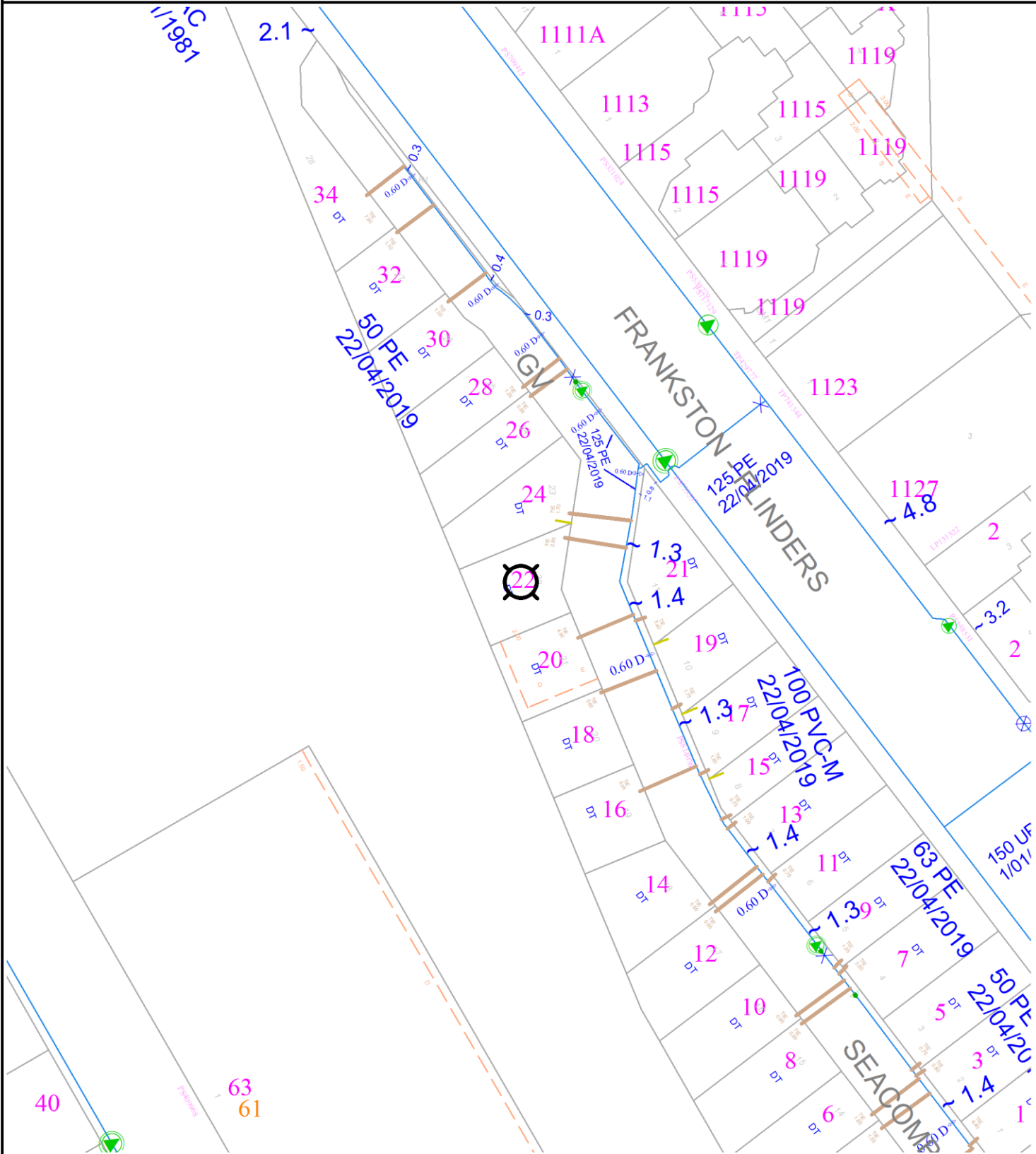
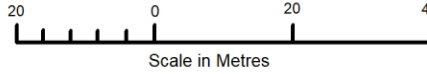
**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



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

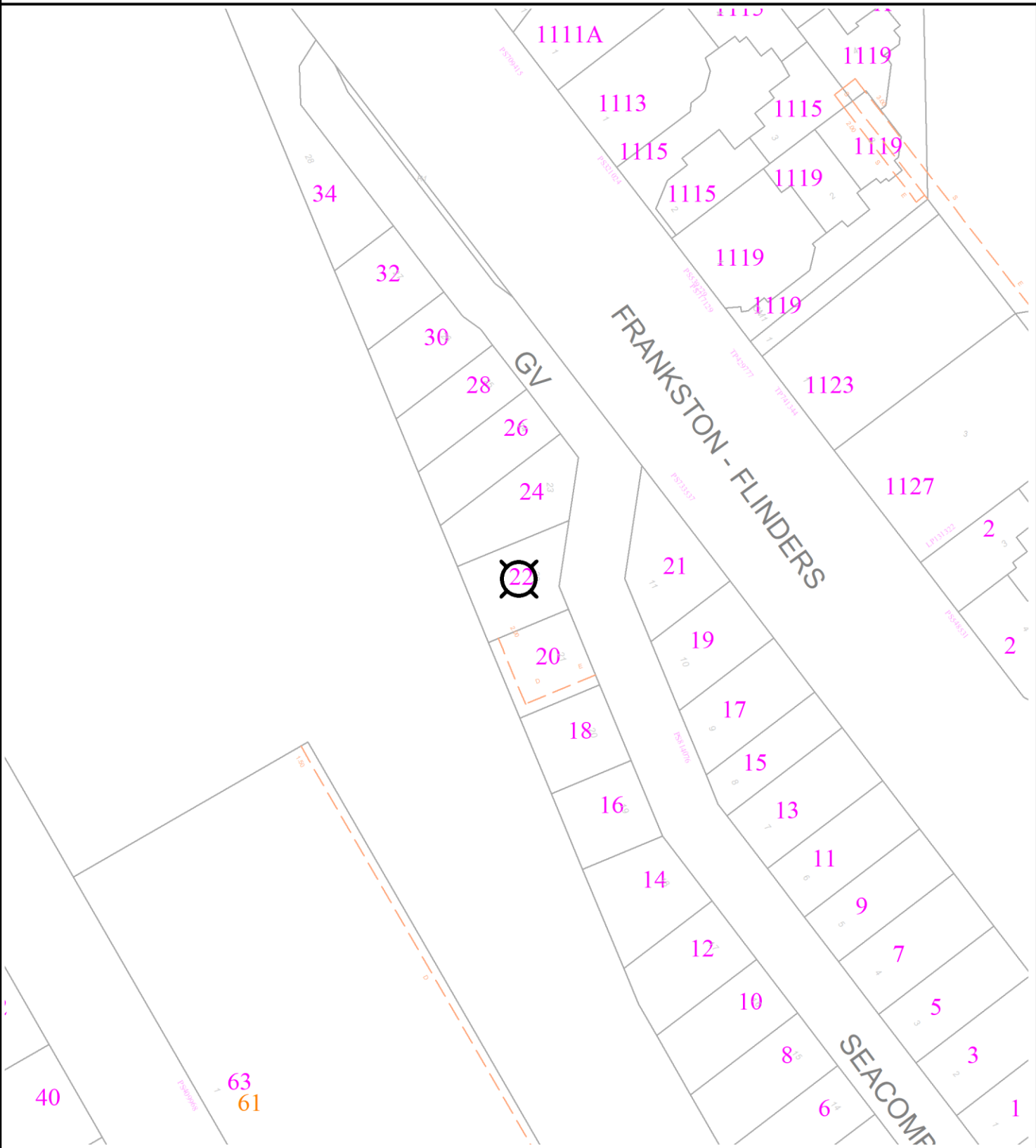
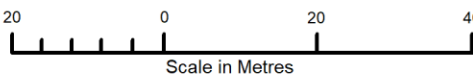
Title/Road Boundary	Subject Property	Maintenance Hole	Abandoned Sewer
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft	
Easement	Direction of Flow	<1.0> Offset from Boundary	

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



**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
	Offset from Boundary



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

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

# Property Clearance Certificate

## Land Tax



JANICE COCARD

<b>Your Reference:</b>	LD:78616044-016-9.NALTY & I
<b>Certificate No:</b>	93979020
<b>Issue Date:</b>	31 OCT 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 22 SEACOMBE GROVE SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46475554	22	814076	12142	401	\$0.00

**Vendor:** REBECCA HOUGH & ALEXIS NALTY

**Purchaser:** APPLICATION VENDOR

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS REBECCA MARIE HOUGH	2025	\$295,000	\$0.00	\$0.00

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

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

**Comments:**

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

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

  
**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$695,000
SITE VALUE (SV):	\$295,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Land Tax

Certificate No: 93979020

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$295,000

Calculated as \$975 plus ( \$295,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,950.00

Taxable Value = \$695,000

Calculated as \$695,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 93979020

### 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](http://www.bpay.com.au)

### CARD



Ref: 93979020

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



JANICE COCARD

<b>Your Reference:</b>	LD:78616044-016-9.Nalty & Houg
<b>Certificate No:</b>	93979020
<b>Issue Date:</b>	31 OCT 2025
<b>Enquires:</b>	ESYSPROD

**Land Address:** 22 SEACOMBE GROVE SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46475554	22	814076	12142	401	\$0.00

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

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

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$695,000
<b>SITE VALUE:</b>	\$295,000
<b>CURRENT CIPT CHARGE:</b>	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93979020

## 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](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



JANICE COCARD

**Your Reference:** LD:78616044-016-9.NALTY & HOUG

**Certificate No:** 93979020

**Issue Date:** 31 OCT 2025

**Land Address:** 22 SEACOMBE GROVE SOMERVILLE VIC 3912

Lot	Plan	Volume	Folio
22	814076	12142	401

**Vendor:** REBECCA HOUGH & ALEXIS NALTY

**Purchaser:** APPLICATION VENDOR

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

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 93979020

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

**BPAY**




Billers Code: 416073  
Ref: 93979029

**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](http://www.bpay.com.au)

**CARD**



Ref: 93979029

**Visa or Mastercard**

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

[sro.vic.gov.au/payment-options](http://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.



## OCCUPANCY PERMIT

Building Act 1993, Building Regulations 2018 : Regulation 192. Form 16 Job No:201911275

### To Agent

Simonds Homes  
PO Box 119, SANDOWN VILLAGE VIC 3171  
Phone : 8558 9742 Business : Fax :

### Owner Details

Alexis Marcel Nalty & Rebecca Marie Hough  
1 Reflections Way, MORNINGTON VIC 3931  
Phone Business : 0421960184 Fax :

### Builder :

Mark Simonds Simonds Homes  
Level 1, 570 St Kilda Road, MELBOURNE VIC 3001  
Phone : 83458400 Mobile : Fax :

### Project Address :

No. 22, Lot 22, Seacombe Grove, SOMERVILLE 3912  
Municipality: Mornington Peninsula Shire Council

title: 814076 Volume: 12142 Folio: 401

site area m<sup>2</sup>: 285

### Nature of Building

Construction of a detached dwelling and garage

Total new floor area, m<sup>2</sup>: 206

No of storeys : 2

Allowable live load : Project: 1a(a)  
10a

### Directions:

All directions under Part 4 of the Building Act 1993 have been complied with.

### Inspection Type

### Approval Date

SCREW PILE LOG

19/06/2020

PRE-SLAB

10/12/2019

STEEL REINFORCEMENT

10/12/2019

VERIFY FINISHED FLOOR LEVEL PRIOR TO FRAME CONSTRUCTION

04/02/2020

FRAMEWORK Re-Inspection

30/01/2020

FINAL INSPECTION

26/05/2020

Occupancy Permit No: 3501197915828

Issue Date :19 June 2020

Signed

RELEVANT BUILDING SURVEYOR Vito Munafo Registration BS-U20159

The building or part of a building to which this permit applies is suitable for occupation. This Occupancy Permit does not constitute a statement of compliance with the Building Act 1993 or the Building Regulations 2006.

**FORM 2**  
Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

**BUILDING PERMIT**

**Issued to**

**Owner** Alexis Nalty & Rebecca Hough  
**Postal Address** 22 Seacombe Grove Somerville Postcode **3912**  
**Email** dmh01@bigpond.com  
**Address for serving or giving of documents** 22 Seacombe Grove Somerville Postcode **3912**  
**Contact Person** Alexis Nalty & Rebecca Hough Telephone **0400 831 240**

**Property Details**

**Number 22** Street/Road **Seacombe Grove** Suburb **Somerville** Postcode **3912**  
**Lot/s 22** LP/PS **814076C** Volume **12142** Folio **401**  
**Crown allotment -** Section No - Parish **Tyabb** County -  
**Municipal District** **Mornington Peninsula Shire**

**Builder**

**Name** Alexis Nalty & Rebecca Hough  
**Address** 22 Seacombe Grove Somerville 3912 Telephone **0400 831 240**

This builder is specified under section 24B (2) of the **Building Act 1993** for the building work to be carried out under this permit.

**Building Practitioner or Architect engaged to prepare documents for this permit**

Name	Category/class	Registration Number
Wayne Dawson	DP-AD	1282

**Details of Relevant Planning Permit**

Planning Permit No: **P22/0045**

Date of grant of Planning Permit: **17 February 2022**

**Nature of Building Work**

Description: **Dwelling addition – attached verandah**  
Version of BCA applicable to permit: **2019**  
Cost of Building Work: **\$10,000.00**  
Total floor area of new building work in m<sup>2</sup>: **41**

**Building classification**

**Part of Building** Dwelling addition- attached verandah  
**BCA Classification** 1a(a)

**Protection Work**

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

**Inspection Requirements**

The mandatory inspection notification stages are:

1. Pad footings
2. Frame/final, on the completion of all building work.

**Bayline Building Permits Pty Ltd**  
A: Suite 4/18-28 Skye Road, Frankston 3199  
P: 03 8725 0416  
E: service@baylinebuildingpermits.com.au  
W: www.baylinebuildingpermits.com.au



## FORM 17

Regulation 200  
Building Act 1993  
Building Regulations 2018

### CERTIFICATE OF FINAL INSPECTION

#### Property Details

##### 22 Seacombe Grove Somerville 3912

Lot/s **22** LP/PS **814076C** Volume **12142** Folio **401**  
Crown allotment - Section - Parish **Tyabb** County -  
Municipal district **Mornington Peninsula Shire**  
Land owned by the Crown or a public authority

#### Building permit details

Building permit number: **1564748875992**  
Version of BCA applicable to building permit: **2019**


#### Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Dwelling addition - attached verandah	Private residence	1a(a)

#### Relevant Building Surveyor

Name: **Bayline Building Permits Pty Ltd**  
Address: **Suite 4/18-28 Skye Road, Frankston 3199**  
Email: **service@baylinebuildingpermits.com.au**  
Building practitioner registration no.: **CBS-L 64765**  
Municipal district: **Mornington Peninsula Shire**  
Certificate no.: **1564748875992**  
Date of issue: **11 November 2022**

#### Designated Building Surveyor

Name: **Michael La Greca**  
Building practitioner registration no.: **BS-L 41411**  
Signature: 

## Domestic Building Insurance

## Certificate of Insurance

**Alexis Marcel Nalty, Rebecca Marie Hough**

**1 Reflections Way  
MORNINGTON  
VIC 3931**

Policy Number:

**C402907**

Policy Inception Date:

**15/11/2018**

Builder Account Number:

**007470**

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

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **Lot 22 Seacombe Grove SOMERVILLE VIC 3912 Australia**

Carried out by the builder: **SIMONDS HOMES VICTORIA PTY LTD**

Builder ACN: **050197610**

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

For the building owner(s): **Alexis Marcel Nalty, Rebecca Marie Hough**

Pursuant to a domestic building contract dated: **14/11/2018**

For the contract price of: **\$ 271,976.00**

Type of Cover: **Cover is only provided if SIMONDS HOMES VICTORIA PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

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

### IMPORTANT

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

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

### Period of Cover

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

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

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

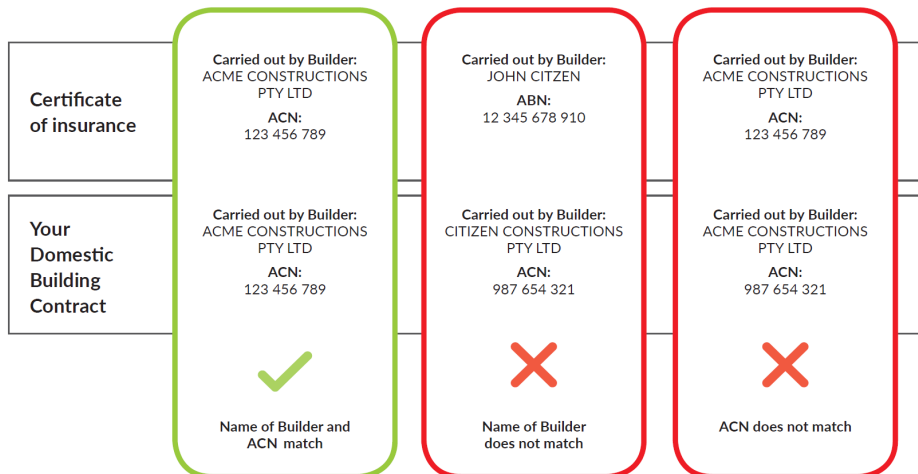
Issued by Victorian Management Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$640.00</b>
GST:	<b>\$64.00</b>
Stamp Duty:	<b>\$70.40</b>
<b>Total:</b>	<b>\$774.40</b>

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

*Below are some example of what to look for*



# Owner Builder Defects Report (Section 137B)



**Inspector:**  
**Allan Jones**  
**email: [ajones@resicert.com](mailto:ajones@resicert.com)**  
**mobile: 0435 134 878**  
**web:**

**22 Seacombe Grove,  
Somerville, 3912,**

**Inspection Prepared for:**  
**Alexis Nalty**  
**Rebecca Hough**

**Date of Inspection: 7/11/2025 | Time: 10:00 AM**  
**Weather: Cloudy 15 C**  
**Real Estate Agent:**  
**Age Of Home:**

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INSPECT!**

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- ✔ Owner Builder Warranty Inspections
- ✔ Meth Residue Screening
- ✔ Investor Depreciation Schedules
- ✔ Timber Pest Inspections
- ✔ Handover Defects Inspections
- ✔ Dilapidation Inspections
- ✔ Vendor Inspections

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## An Overview of the Property Inspection

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

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

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

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

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

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

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

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

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

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

### Items Requiring Attention - Summary

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

# Our Services

Check out the full range of Resicert inspection services. For complete details visit our website [www.resicert.com](http://www.resicert.com) by clicking [here](#) or click on the relevant heading below.

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

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

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

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

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

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

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

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



# Owner Builder Warranty Inspection

## 1. Summary

MAINT	PREV	MONIT	DEFR	DEFIC

### Summary:

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

- - Any defects found with the work
  - Unfinished or incomplete work
  - Identify any second hand or reclaimed materials
- The purpose of this inspection is to assess the building works in the following areas:

Construction/installation of a timber deck and pergola structure to the rear of the home.

### • Inspector's Observations:

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

### Observations:

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

## Inspector

### 1. Your Inspector

#### Your Inspector:

- Allan Jones

#### Contact Information:

Email: [ajones@resicert.com](mailto:ajones@resicert.com)

Mobile: 0435 134 878

## Inspection Type

### 1. Inspection Type

Type:

- Owner Builder Warranty Inspection

Reason:

- Structural Assessment
- Defects Condition Report

## Inspection Details

### 1. Attendance

In Attendance:

- Client present

### 2. Occupancy

Occupancy:

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

### 3. Inspection Limitations

#### Deferred

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

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

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

4. Any comments in this report relating to asbestos in the property is not exhaustive or conclusive. Asbestos location and assessment is not included as part of our normal inspection process. If you require a comprehensive assessment we recommend that you engage a appropriately qualified specialist contractor.

5. Where a current electrical safety certificate is required, this report does not satisfy or remove the need for that requirement. We are not qualified electrical contractors and can not confirm that electrical components of the inspection full comply or operate with the relevant electrical standards which only a qualified electrical contractor can advise. This also applies to specific requirements and legislation relating to smoke alarms which varies from state to state.

6. Australian Standard AS 4349.1 recognises that a standard property inspection is NOT a warranty. To further protect your interests we strongly advise that you consider insuring your house against undetected structural damage and problems developing with the building structure in the future.

7. It may be a requirement, depending of the location of your property, that the main power is turned off prior to entering the roof space. If we are unable to meet this requirement during the inspection the internal roof space may need to be inspected from the manhole only.

[12-19]

## Structural Summary

### 1. Structural Summary

MAINT	PREV	MONIT	DEFR	DEFIC

**Summary:**

- As requested, we have conducted a visual structural inspection of the owner builder work/s. The inspection and this report have been undertaken in accordance with the Resicert Inspection Service Agreement.

Generally, the owner builder work/s appears to be in satisfactory structural condition.

Some issues that are considered minor from the viewpoint of structural integrity or are preventative in nature, are addressed under the various headings below.

## Property Information

### 1. Property Comments

MAINT	PREV	MONIT	DEFR	DEFIC

**Observations:**

- Please note that this is NOT a Pre-Purchase inspection and should not be considered as one. It is simply a statement of the works undertaken to the property and condition, to enable appropriate insurance to be obtained if required and the report attached to the contract of sale as specified in Part 137B Building Act 1993.

Defects identified in the Report are those caused by bad workmanship or movement of foundations. The report does not necessarily refer to routine maintenance items (eg: hair-line plaster cracks or jamming doors and windows) that are caused by normal shrinkage providing the workmanship was not defective.

# Grounds

## 1. Patio and Porch Decks

MAINT	PREV	MONIT	DEFR	DEFIC
			X	

### Observations:

- The rear deck was inspected and appears to have been constructed to code. Appeared structurally sound at the time of the inspection. No significant defects were observed.
- 400-450mm Joist spacings noted.
- Deck approximate size was 3.0m (W) X 13.0m (L)  
140mm decking noted.
- Deck Substructure Inspection excluded, due to limited access because of low height or obstructions.





## 2. Patio & Pergola

MAINT	PREV	MONIT	DEFR	DEFIC

### Observations:

- Pergola structure appears in satisfactory and functional condition with normal wear for its age. Appears to be structurally sound and to meet code.
- Metal colourbond and polycarbonate roof, guttering/pvc downpipes noted





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**Thank You**

Thank you for the opportunity to undertake this inspection for you. We value your comments and suggestions as well as any positive feedback.

Feel free to refer us to any friends or family that would benefit from our services. We can assure you that they would receive the highest level of service and attention.

If you have any questions or require further information please do not hesitate to contact me directly.

Thank you once again.  
Yours Sincerely



**Property Inspector**  
[www.resicert.com.au](http://www.resicert.com.au)



**Paul Antonelli Bachelor Eng Civil (Hons)**  
**MIE Australia Chartered Professional Engineer - 261032**  
**CAV Building Industry Reg. #PE0002569**

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**Certificate of Currency - Professional Indemnity Insurance**

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## Certificate of Currency

Paolo Antonelli  
PO Box 22  
MIDLAND DC WA 6936

**Date of issue** 10 June 2025  
**Contact** Jasmine Truong  
**Email** [jasmine.truong@aon.com](mailto:jasmine.truong@aon.com)

**We hereby certify that the under mentioned insurance policy is current as at the date of this certificate, please refer to the important notices below.**

<b>Policy Type</b>	Design Professionals
<b>Named Insured</b>	Paolo Antonelli Resicert Inspections Pty Ltd
<b>Insurer</b>	Insurance Australia Limited trading as CGU Insurance
<b>Policy Number</b>	82CON1847011
<b>Policy Period</b>	4:00 PM 06 June 2025 to 4:00 PM 06 June 2026
<b>Premium Paid</b>	Yes
<b>Profession</b>	<b>Architects &amp; Design</b>
	None
	<b>Architecture &amp; Engineers – Low Risk Activities</b>
	None
	<b>Engineers – High Risk Activities</b>
	Civil Engineering
	Building Inspection (excludes Pest Inspections)

### Professional Indemnity

**Limit of Liability** \$ 1,000,000 any one claim, \$ 6,000,000 in the aggregate. Exclusive of costs and expenses.

**Deductible** Fidelity - \$ 1,000 each and every Direct Financial Loss  
Attendance at Enquiry - \$Nil each and every claim inclusive of costs and expenses.

# Resicert Service Agreement

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## **Resicert Inspection and Service Agreement - March 2024**

1.0 Acceptance of Agreement : The Client has made a booking, accepted the quotation and the inspector arrives on site to commence the inspection, the Client is deemed to accept this agreement as to the basis of the inspection being undertaken. This agreement takes precedence over any previous oral or written representations by Resicert.

2.0 Payment Terms : Full payment of the inspection is required prior to the inspection report and summary being provided to the Client.

3.0 Purpose of Inspection : The purpose of the inspection is to provide advice to the Client in relation to the condition of the property at the time of the inspection. This report is not an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection.

4.0 Scope of Inspection : Scope of inspection will depend on the inspection type which the Client has selected. Pre-purchase inspections are undertaken in accordance with AS 4349.1 - 2007 - Inspection of buildings  
Part 1: Pre-purchase inspections— Residential buildings - unless otherwise stated in the numbered clauses below. Pre-purchase property inspections do not inspect to or comment on building codes, as building codes for different structural areas change regularly. Pre purchase property inspections are designed to offer an informed opinion on what is visibly apparent on the date of inspection.  
Timber Pest Inspections are undertaken in accordance with AS 4349.3-2010 - Inspection of Buildings - Part 3 - Timber Pest Inspections. 'Sounding' will be used as a method of inspection where practical and possible. Resicert Pest Inspectors conduct detailed but non-invasive Timber Pest Inspections, but are not Pest Controllers. Rodents, Spiders or other Pests do not form a part of our Inspection process, our Inspectors purely seek to investigate presence of (or past evidence of) Timber Pest Inspects, including but not limited to Termites and Borers.

4.1 Basic and Standard Inspections : The inspection shall comprise visual appraisal and limited assessment of accessible areas of the property to identify major defects to the building structure and to form an opinion regarding the general condition of the structure of the property.

It is not required to contain any assessment or an opinion regarding the following:

-Any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling, etc. -An assessment of any aspect or component of the property that cannot be seen or that requires testing and/or measurement to determine soundness. - Any area or item that was not, or could not be, observed by the inspector. -General maintenance other than that which is

deemed to be directly related to the ongoing structural performance of the property. -Serviceability damp defects such as condensation, rising damp, lateral damp, falling damp should only be assessed and reported on where structural damage has occurred, is occurring, or may occur.

4.2 Plus Inspection : Resicert shall inspect accessible parts of the building and appurtenances, together with relevant features of the property within 30m of the building and within the boundaries of the site, or as otherwise agreed in the inspection agreement. In this context, relevant features include car accommodation, detached laundry, and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth embankments, surface water drainage and storm water run-off.

4.3 Safety Barrier and Pool Condition Inspection (WA) as an add-on or stand alone: Inspection is completed in accordance with the Western Australian Private Swimming Pool Inspector Guidelines Inspecting Private Swimming Pool Spa Enclosures Second edition 24 July 2007 / Pool Safety Inspection (QLD, NSW &VIC) as a Compliance Inspection or Advisory only: inspection and report in accordance with AS1926 1&2-2007 and QDC MP3.4: Inspector has the right not to test or inspect any component if they believe that through operation or testing it may cause damage or is a potential safety issue. -Require permission, necessary access and any required components to operate or inspect items as outlined for this inspection - Unless otherwise advised we will assume that all components can be operated and will not be damaged when doing so. No liability relating to operating a component during the inspection. - Require applicable operational manual and/or instructions relating to the inspection of any component. -If we are required to start up or turn on any component, it will be necessary to have required start up information. Otherwise we reserve the right not to operate. -information contained in the WA Safety Barrier and Pool Condition Report (as an add-on or a stand alone) or a QLD NSW &VIC Advisory Only Report is an information document only and will articulate potential issues that are likely to be flagged as deficient by council in the process of achieving required certification for the pool. It is not always possible to operate pumps. For pools and spas (excluding bath type spas located in bathrooms) to be tested must have a minimum level of water prior to commencement of inspection. Resicert accepts no liability for any subsequent drownings or accidents resulting in death or injury that may result from the advise provided in the Safety Barrier and Pool Condition Report. The Recommendations made in the report are for information only and Resicert will not seek compliance on behalf of any third party.

4.4 SMOKE ALARMS - (QLD) it is a requirement from 31 December 2021 that all rental properties are fitted with interconnected photoelectric smoke alarms, and from 31 December 2026 that all homes are fitted with interconnected photoelectric smoke alarms. These alarms must be installed in every bedroom, in hallways and on every level.

5.0 Extent of Reporting : Significant items to be reported are as follows: (a) Major defects as defined in AS 4349.1. (b) A general impression regarding the extent of minor defects. (c) Any major defect that is an urgent and a serious safety hazard.

6.0 Safe and Reasonable Access : This is a visual inspection only. The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe access. This will apply to roof spaces and underfloor access. The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal. Roof inspection by walking upon the roof will be limited to single storey dwellings which are safely accessible with the use of a 3.6 metre ladder, and only when the slope, roof condition and

climate do not reduce safety.

7.0 Exclusions from Inspection : Resicert need not inspect or report on the following items:Footings below the ground or concealed damp-proof course - the structural design or adequacy of any element of construction. - Electrical installations, smoke detectors, light switches and fittings, TV, sound and communications - Concealed plumbing, gas fittings and fixtures. - Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws. - Air-conditioning , alarm and intercom systems, automatic garage door mechanisms. - Swimming pools, pool fencing and associated filtration and similar equipment. - The operation of fireplaces and solid fuel heaters, including chimneys and flues. - Soft floor coverings. - Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum - Paint coatings, except external protective coatings. - Health hazards (e.g., allergies, soil toxicity, lead content, presence of asbestos). - Timber and metal framing sizes and adequacy and concealed tie-downs and bracing. - Timber pest activity. - Other mechanical or electrical equipment (such as gates, inclinators). - Soil conditions and control joints. - Sustainable development provisions. - Concealed framing-timbers or any areas concealed by wall linings/ sidings. - Lands

For Western Australian Residential Properties built pre-1970's, we recommend an electrical inspection to ensure the Roof cabling is satisfactory.

8.0 Liability and Limitations : The inspection shall comprise visual assessment of the property to identify major defects and to form an opinion regarding the general condition of the property at the time of inspection. The Resicert report does not constitute a guarantee in relation to the property. It is a limited opinion of condition of the inspected property at the time of inspection.

Property conditions can change significantly over time, particularly under severe weather conditions and extremes of temperature. Therefore our Reports are only valid for a period of 60 days following the date of Inspection.

Resicert's liability in relation to the inspection and report will be limited to a refund of the inspection fee. The inspection and report is undertaken for the Client named on the report. No responsibility is accepted to any third party.

9.0 Money Back Guarantee : If the client is not fully satisfied with the building inspection and/or building inspection report provided, Resicert will refund 100% of the building inspection fee to the client. This will require the client to complete the request for a refund application form and agree to the conditions there-in stated prior to a refund. This guarantee only applies for a period of 60 days from the date of the inspection. After this period it is at the full discretion of Resicert whether a request for a refund will be approved.

10.0 Follow up inspections : The initial fee does not allow for any follow up visits, if required, to the residence. A quote to undertake this activity will be provided if necessary.

11.0 Estimates Provided : Any estimates or budgets provided relating to work required to be undertaken is purely to provide an indication of approximate costings. The figures provided are not a quotation or estimate to carry out any works and can not be relied upon for this purpose. All estimates and budgets which are provided are done so only on this basis, and no liability, with the client or any third party, whatsoever will be accepted in relation to budgets and estimates provided, unless otherwise stated.

12.0 Probable Costings : Any probable costings outlined represent an opinion of renovation costs only which can vary considerably depending on range of factors including but not limited to:

Type and standard of materials, fittings and fixtures chosen. -Level of of client involvement and engagement required - Construction method and process chosen -Overall timings and duration of works undertaken -Fluctuations in building materials and labour costs -Scale and extent of the renovation project -When the renovation project is undertaken - Location of the works and site conditions

The probable costings provided is based on standard rates for previous projects and is not an elemental or detailed estimate. A detailed estimate of this nature can be provided by a Quantity Surveyor or through obtaining quotations from appropriate suppliers and tradesman.

13.0 Approvals for access to property : The Client represents and assures Resicert that the Client has secured all approvals necessary for entry onto the premises to be inspected. Client further agrees to defend, indemnify and hold harmless Resicert from demands or claims alleging a trespass upon the premises to be inspected. It is the responsibility of the Client or Agent to ensure the utilities are on at the time of inspection. Resicert recommends checking for permits on all additional construction performed on the property after the original construction.

14.0 Depreciation Schedules : Resicert works in conjunction with a Quantity Surveyor to provide Depreciation Schedules for Investment Properties. The Quantity Surveyor is a third party and both logos (Resicert and the third party) will be listed at the top of the report. (2) Resicert holds Professional Indemnity Insurance for Depreciation Schedules, but the tax calculation provided by the Quantity Surveyor is entirely under the provision of the Quantity Surveyor used and Resicert cannot and does not accept liability in relation to any tax calculations.

15.0 Proprietary Rights: The report, contents, comments and format of this inspection report are the proprietary rights of Resicert Property Inspections and subject to copyright law. Unlawful duplication can result in penalties.

16.0 Asbestos Disclaimer: If during the course of the inspection asbestos or materials containing asbestos happened to be noticed then this may be noted. Many building materials for many years contained or were comprised entirely of asbestos material. Approximate dates for legal disuse include: sprayed/lagging - late 1970s, cement sheeting - 1982, corrugated sheeting - 1984, other asbestos cement products - 1986, gaskets - 1997, friction pads - 2003. While your inspector may indicate that there may be some suspected asbestos material at the property, any property constructed prior to 2004 may have elements of asbestos in the materials, lagging, insulation, cement sheeting, piping, floor coverings, floor underlay, expansion joints, caulking, sink pads, toilet systems, pipe insulation, gaskets, gasket insulation and more materials and locations around the home. The only conclusive way to determine if asbestos is present in the home or as a part of the materials in the home is to take a sample and have it professionally tested. This sampling falls outside of the scope of this inspection. Sheetting and asbestos materials should fully sealed. If it is damaged, it should be dealt with immediately. If asbestos is noted as present within the property you should then seek advice from a qualified asbestos removal expert for further details and information on this material. Drilling, cutting or removing products containing asbestos is a high risk to peoples health and the Client should seek advice from a qualified asbestos removal expert.

17.0 Not a "Certificate of Building Compliance" report (For reports within ACT): The report may contain copies of any

approved plans, building approvals, building permit and Certificates of Occupancy and act as a compliance report for the purposes of "Building and Compliance". However, any comments made by the person who prepared the report as to whether or not, in the opinion of the inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a review of the plans and the visually accessible parts of the property at the time of the inspection.

18.0 Ownership rights :Resicert retains ownership and all rights to the inspection report. Resicert has the rights to all data collected during the inspection and compiled in the report. Resicert has the right to on-sell the inspection report to 3rd parties subject to removal of any specific Client details. All rights reserved.

19.0 In the event that a defect is identified that has not been documented in this report, Resicert must be notified before any remedial work is undertaken. No Liability shall be accepted where remedial action is taken prior to Resicert being advised of the defect and given the opportunity to re-inspect the property and identify the defect.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 30 October 2025 10:44 PM

## PROPERTY DETAILS

Address: **22 SEACOMBE GROVE SOMERVILLE 3912**  
 Lot and Plan Number: **Lot 22 PS814076**  
 Standard Parcel Identifier (SPI): **22\PS814076**  
 Local Government Area (Council): **MORNINGTON PENINSULA**  
 Council Property Number: **148635**  
 Planning Scheme: **Mornington Peninsula**  
 Directory Reference: **Melway 148 F1**

[www.mornpen.vic.gov.au](http://www.mornpen.vic.gov.au)

[Planning Scheme - Mornington Peninsula](#)

## UTILITIES

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

## STATE ELECTORATES

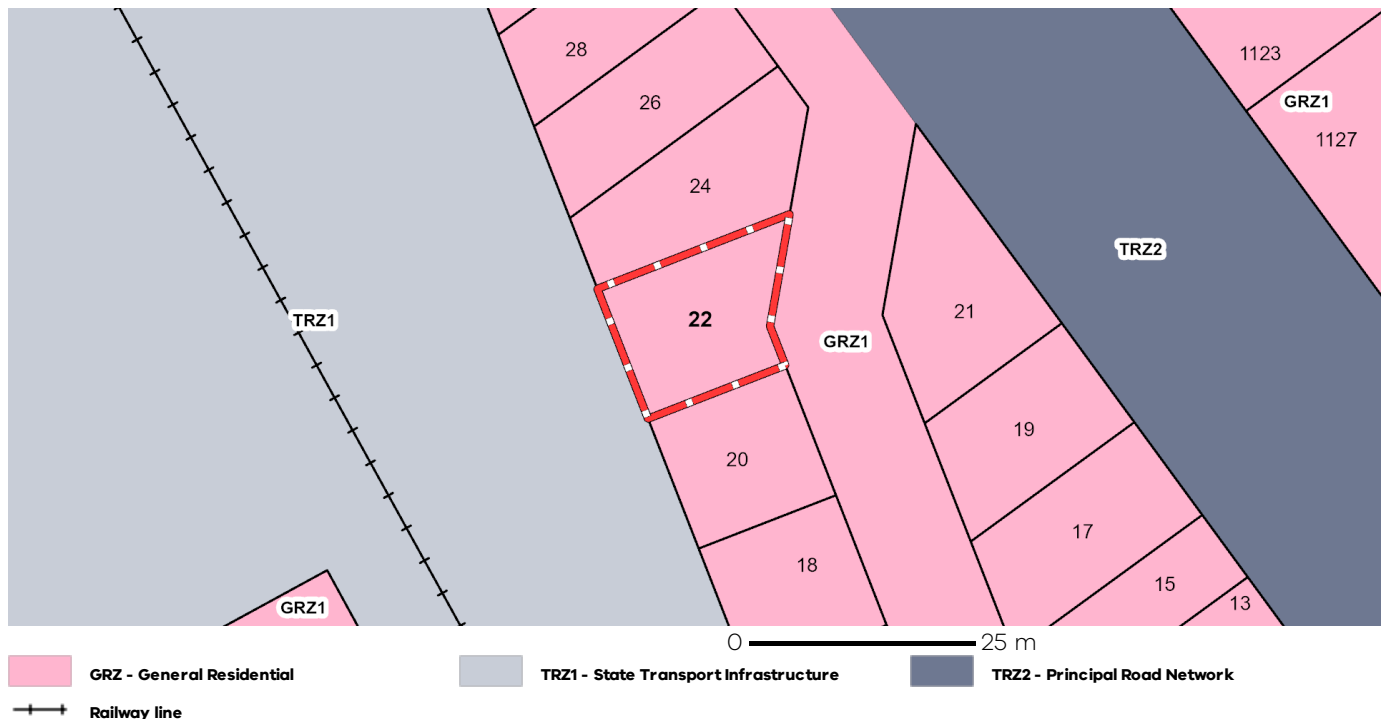
Legislative Council: **EASTERN VICTORIA**  
 Legislative Assembly: **HASTINGS**  
 Registered Aboriginal Party: **Bunurong Land Council  
 Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



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

## Planning Overlay

### ENVIRONMENTAL AUDIT OVERLAY (EAO)



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

## Further Planning Information

Planning scheme data last updated on 23 October 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>

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**  
**No special bushfire construction requirements apply. Planning provisions may apply.**

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

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



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

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

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

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

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

## Native Vegetation

Native plants that are indigenous to 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 \(environment.vic.gov.au\)](#)