

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 281 Boundary Road, Dromana VIC 3936

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 the 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/...../20.....

Print name of person signing:

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

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

SIGNED BY THE VENDOR..... on/...../20.....

Elyssa Michelle Svarc

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 **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; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)

Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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

Tel: Fax: First National Dromana Bennetts
131 Point Nepean Road, Dromana VIC 3936
Ref: Email: admin@bennettsre.com.au

VENDOR

Elyssa Michelle Svarc
7 Hillman Avenue, McCrae VIC 3938

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

BROWNLOW CONVEYANCING
of PO Box 102 SOMERVILLE 3912

Tel: 035978 0540 Ref: JB02048 Email:
jenny@brownlowconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

LAND (general conditions 3 & 9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 12186 Folio 776	30	43570

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 if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
281 Boundary Road, Dromana VIC 3936

GOODS SOLD WITH THE LAND
(general condition 2.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

PAYMENT (general condition 11)

Price	\$		
Deposit	\$	10% upon signing (of which \$	has been paid)
Balance	<u>\$</u>		payable at settlement

GST (general condition 13)

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

If this is a sale of a 'farming business' or '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.

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:

Building Report

☐ Special Condition 32 applies only if the box is checked

Pest Report

☐ Special Condition 33 applies only if the box is checked

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

1. Multiple Purchasers

If there is more than one Purchaser, these conditions shall bind them jointly and each of them severally.

2. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

3. Unequal Interests

If there is more than one Purchaser and the Purchaser buys in unequal interests:-

- 3.1 It is the Purchaser's responsibility to ensure the contract correctly records at the Day of Sale the proportions in which they are buying the Land ("the proportions")
- 3.2 If the proportions recorded in the transfer differ from those recorded in the contract it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 3.3 The Purchaser and each of them shall and do hereby fully indemnify the vendor, the vendor's agent and the vendor's legal representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 3.4 This special condition will not merge on completion

4. Indemnity

The Purchaser does hereby indemnify and agrees to keep the Vendor indemnified at all times against all liabilities, claims, proceedings and penalties whatever under the Duties Act 2000 relating to this Contract, any substitute Contract of Sale and the Instrument of Transfer or Conveyance of the Land or any one or more of them.

5. Nomination

- 5.1 The Purchaser may not nominate a substitute or additional Purchaser pursuant to General Condition 18 ("the nominated purchaser") unless it has delivered to the Vendor's solicitor not less than 14 days prior to the settlement date:-
 - a. An executed for of nomination
 - b. Copy of statutory declaration completed by or on behalf of the Purchaser in a form acceptable to the Commissioner of State Revenue as to the nominated of the nominated purchaser, and
 - c. If the nominated purchaser is a company, an executed guarantee by the directors of the nominated purchaser in accordance with Special Condition 8 of this Contract.
- 5.2 Upon the nomination of the nominated purchaser, all monies previously paid by the Purchaser under this Contract are deemed to have been paid by the nominated purchaser and the nominated purchaser is deemed to have accepted title.

6. Penalty Interest

In General Condition 26 the reference to "2%" shall read "5%".

7. Notices

The Purchaser shall assume liability for compliance with any notices or orders relating to the Land sold (other than those referring to apportionable outgoings) which are made or issued on or after the date hereof in respect of or in connection with the Land sold and the Purchaser does hereby indemnify the Vendor against such liability.

8. Restriction on Use

- 8.1 The Purchaser buys the Land hereby sold subject to any restrictions imposed by and pursuant to the provisions of any applicable Planning Scheme or planning control made pursuant to the Planning and Environment Act 1987 or any other legislation.
- 8.2 The Purchaser must not do anything or allow anything to be done on the Land before registration of the Plan of Subdivision which would not be allowed by the restrictions which will be created on registration of the Plan of Subdivision
- 8.3 The Land is sold subject to any restriction as to use under any order, planning scheme, regulation, local law or by-law made by any authority empowered by any legislation to control the use of land. Any such

restriction does not constitute a defect in the Vendor's title and does not affect the validity of this Contract and the Purchaser must not make any requisition or objection and is not entitled to any compensation from the Vendor in respect of such restriction.

9. No Merger

The provisions of this Contract capable of having effect after settlement date do not merge on transfer of the Land and continue to have full effect.

10. Severability

If any part of this Contract is found to be void or unenforceable or illegal, then that part shall be severed from this Contract to the intent that the remaining parts of the Contract shall remain in full force and effect.

11. Entire Agreement and No Representations

11.1 This Contract sets out all the terms of this sale. Any promise, condition, representation or warranty that may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this Contract is negated and withdrawn. In particular, the Purchaser confirms and acknowledges that:

- (a) there is no other contract, agreement or collateral warranty subsisting at the time of signing this Contract;
- (b) the Vendor has made no representations or warranties as to the fitness and suitability of the Land and any Goods for any particular purpose;
- (c) the Vendor has made no representations or warranties as to the financial return or income to be derived from the Land and any Goods;
- (d) the Vendor has made no representations or warranties as to the amount of duty payable by the Purchaser on the transfer; and
- (e) in entering into this Contract, the Purchaser is relying entirely upon its own enquiries.

11.2 This special condition operates for the benefit of the Vendor and the Vendor's estate agent and their respective employees, agents and contractors.

12. Indemnification After Settlement

The Purchaser is responsible for and indemnifies the Vendor against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Vendor suffers or incurs or is liability for in respect of any act or omission occurring after the Settlement Date concerning the Land, except to the extent caused or contributed to by the Vendor.

13. Undertaking After Settlement

The Purchaser agrees and undertakes that should the Purchaser at any future date receive any reimbursement, refund or rebate of any charge, levy, tax or special payment to any government or statutory authority relating to the Land paid or incurred by the Vendor the Purchaser shall immediately upon receipt of such payment refund the sum to the Vendor. This condition shall not merge upon completion of the Contract.

14. Representation and Warranty as to Building

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

15. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

16. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

17. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

18. Foreign resident capital gains withholding

- 18.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 18.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 18.3 This special 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 is or will have a market value of \$750,00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 18.4 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.
- 18.5 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 in this special condition; and
 - (b) ensure that the representative does so
- 18.6 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 special 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 special 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.
- 18.7 The representative is taken to have complied with the obligations in special condition 6.6 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.
- 18.8 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.
- 18.9 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 of *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.
- 18.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

19. Electronic Conveyancing Special Condition

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC"

EC

- 19.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 19.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 19.3 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*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 19.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 19.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 19.6 Settlement occurs when the workspace records that:
- (a) The exchange of funds or value between financial institutions in accordance with the instruction 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.
- 19.7 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 locking of the workspace at the nominated settlement time, settlement has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 19.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 19.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent names 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
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 19.10 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.

20. Capacity

It is an essential term of this Contract that if the Purchaser, being a corporation, and not being otherwise in default under this Contract:

- 20.1 resolves to go into liquidation;
 - 20.2 is placed by a court into liquidation;
 - 20.3 enters into any scheme or arrangement with its creditors under the Corporations Act or any similar legislation; or
 - 20.4 has a receiver, receiver and manager, provisional liquidator or administrator appointed to it;
- then the Purchaser will be deemed to have defaulted in the performance of an essential term of this Contract.

21. Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

22. Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

23. Variation of the Settlement Date

The Purchaser acknowledges and agrees the Vendor will incur additional fees as a result of the purchaser requesting variations to the settlement date and, in addition to any amounts due to the Vendor, the purchaser agrees to pay the sum of \$220.00 for each separate request to varying the settlement date. Such amount will be allowed by the purchaser at settlement.

24. Security Interest

General Condition 7 does not apply to this Contract

25. COVID-19 (Coronavirus disease)

The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by

notice in writing of the period of quarantine or self isolation, as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

26. For the benefit of both parties to this transaction, should either party:

- (a) Contract the Covid-19 virus;
- (b) Be placed in quarantine or isolation in the property;
- (c) Be directed to quarantine or self-isolate in the property; or
- (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above –

Then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- (iii) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.

27. It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

28. **Default**

28.1 If the purchaser default in payment of the whole or part of the purchase money the purchaser must pay upon demand:

- (a) all reasonable expenses incurred by the vendor as a result of the breach;
- (b) the purchaser agrees that the reasonable costs of each and every default notice prepared and served on the purchaser or his representative is \$660.00 (inclusive of GST). The default sum shall be payable at settlement to the Vendor's conveyancer.
- (c) The purchaser further agrees that reasonable fees for each and every re-rescheduling of settlement date is \$220.00 (inclusive of GST), payable to the Vendor's conveyancer at settlement. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, power of remedies of the Vendor under this Contract or otherwise.

29. **Electronic Signature**

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

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

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

29.4 The Contract may be electronically signed in any number or counterparts which together with constitute the one document.

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

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

30. **Windfall Gains Tax**

If the Sale of the Property results in a government rezoning between the day of sale and settlement date, which attracts Windfall Gains Tax ("WGT"), the Purchaser shall be solely liable for payment of any WGT and must pay the WGT to the Vendor at the settlement date. If the WGT is due to be paid prior to settlement date, the Purchaser must on demand pay all WGT liability to the Commissioner of State Revenue or otherwise as directed by the Vendor in writing, at least 2 business days before the due date as provided in the WGT assessment notice. This special condition is an essential term of the Contract. The Purchaser will indemnify and keep indemnified the Vendor against any and all claims, actions, disputes, demands, proceedings, loss, expenses or liabilities of any kind arising from the matters disclosed in this special condition.

31. **Vendor's Land Tax**

Notwithstanding any other Condition or provision contained in this Contract (this Special Condition taking Priority in all respects as to Land Tax), any Land Tax liability attached to or as a charge on the Property whatsoever (whether already raised now or arising after the Day of Sale but before Settlement, including any Proportional

or Multiple Holding, Trust Surcharge, Vacant Land Tax Liability, Foreign Citizen loading, Absentee owner surcharge or the like) is to remain the Vendor's responsibility, and is to be paid in full by the Vendor (by deduction) at Settlement and will not be adjusted whatsoever at settlement between the parties. For the avoidance of doubt, the Purchaser shall not be required to contribute in any way to the Vendor's Land Tax Liability for the Calendar Year in which Settlement takes place or for any prior year. The Vendor hereby indemnifies and agrees to keep indemnified the Purchaser against any Land Tax liability that arises from the Calendar year in which Settlement takes place, or is raised, payable or levied, for any period Prior to Settlement. This Special Condition shall not merge at Settlement and shall continue in full force and effect notwithstanding completion of Settlement.

32. Building Report

This contract is subject to and conditional upon the purchaser obtaining a building inspection report within 7 days from the date of sale. In the event the building inspection report reveals a major structural defect, the purchaser may end the contract by written notice to the vendor's representative. Should the purchaser provide written notice ending the contract, all deposit monies will immediately be refunded to the purchaser.

33. Pest Report

This contract is subject to and conditional upon the purchaser obtaining a pest inspection report within 7 days from the date of sale. If the report reveals a major pest infestation, the purchaser may end the contract by written notice to the vendors representative. Should the purchaser provide written notice ending the contract, all deposit monies will immediately be refunded to the purchaser.

34. Solar Panels

If there are solar panels, the Purchaser acknowledges and agrees that:

- 34.1 whether or not any benefits currently provided to the Vendor by Agreement with the current energy service provider (including feed in tariffs) pass to the Purchaser on the sale of the Land is a matter for enquiry and confirmation by the Purchaser, and the Vendor makes no warranty or representation in this regard;
- 34.2 the Purchaser will make his own negotiations with the current energy supplier or an energy supplier of the Purchaser's choice with regard to a feed in tariffs for any electricity generated or any benefit provided by the solar panels; and
- 34.3 the Vendor makes no representation or warranties with respect to the solar panels or their state of repair or purpose which they were installed

35. Tenancy Agreement

If this property is sold subject to any Tenancy Agreement then the following conditions apply to this Contract:-

- 35.1 The Purchaser acknowledges having inspected the lease and is deemed to have notice and knowledge of its contents;
- 35.2 The Purchaser is not entitled to make any objection in relation to the lease;
- 35.3 Until the Purchaser becomes entitled to receipt of rents and profits of the property, the Vendor or the Vendor's agent may, in the normal course of business:-
 - a. take proceedings against the tenant to secure payment of any outstanding monies due by that tenant;
 - b. obtain vacant possession or take such actions as the Vendor deems appropriate;
 - c. do whatever it believes is necessary for the proper management of the property and the Vendors' rights and obligations as owner of the freehold
- 35.4 The Purchaser indemnifies and agrees to keep indemnified and to hold harmless the Vendor against all actions, proceedings, claims, demands, costs and expenses in connection with the lease arising on or after settlement other than as a result of any default by the vendor prior to settlement;
- 35.5 Notwithstanding Section 141(2) of the Property Law Act 1958, the Vendor shall retain all rights as landlord in respect of the recover by the Vendor of all rent the outgoings which relate to any period prior to the settlement date;
 - a. to the extent that the retention of those rights is ineffective for any reason, the Purchaser must, at the request, direction and expense of the Vendor, exercise its rights under Section 141 (2) of the Property Law Act 1958 in respect of the recovery of those monies for the benefit of the Vendor;
 - b. The purchaser covenants to immediately pay to the Vendor all monies paid to or recovered by the Purchaser at any time;
 - c. This Special Condition will not merge on completion of the sale and purchase, but will continue to have full force and effect;
 - d. Notwithstanding anything contained in this contract to the contrary, the Vendor does not warrant that the Lease will be in place and occupied by the tenant on the settlement date and the Purchaser acknowledges and agrees that the Purchaser shall be obliged to settle notwithstanding that the property may be vacant on the settlement date.

36. Office Closure

The due date for settlement stipulated in the Particulars of Sale must not be between 8th September and 15th September 2025 (inclusive). In the event that a date within this period is stipulated as the due date for settlement this Special Condition shall prevail and have the effect of altering the due date for settlement to read 16th September 2025.

37. Special Conditions Apply

The Vendor and the Purchaser acknowledge and agree that in the event of any inconsistency between these Special Conditions and the General Conditions, then these Special Conditions will apply to the extent of the inconsistency

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

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

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the 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 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 the 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 any 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 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 Properties 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 vendors 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 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 10.00 a.m. and 4.00 p.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 or 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) 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 subsection 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 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

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 do 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 a 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 a going concern and the supply (or 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 adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- 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
 - the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - the vendor is taken to own the land as a resident Australian beneficial owner; and
 - 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
- post is taken to have been served on the next business day after posting, unless proved otherwise;
 - 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 -
- personally; or
 - by pre-paid post; or
 - 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
 - by email.
- 17.3 This general condition applies to the service of any demand, notice or document by 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 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**:
- 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
 - 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:
- 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;
 - 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;
 - 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;
 - the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - 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;
 - 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;
 - the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - the purchaser must observe all obligations that affect owners or occupiers of land;
 - 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 notice being given
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)	
)	
Print Name.....)
in the presence of:)	Director (Sign)
)	
Witness.....)	

SIGNED SEALED AND DELIVERED by the said)	
)	
Print Name.....)
in the presence of:)	Director (Sign)
)	
Witness.....)	

SECTION 32 STATEMENT
281 Boundary Road, Dromana VIC 3936

Brownlow Conveyancing

PO Box 102, Somerville 3912
Phone: 03 5978 0540 Fax: 03 5978 0541

**Vendors Statement to the Purchaser of Real Estate
Pursuant to Section 32 of the Sale of Land Act ("the Act")**

Vendor: Elyssa Michelle Svarc

Property: 281 Boundary Road, Dromana VIC 3936

The Vendor provides the following information:

1. FINANCIAL MATTERS IN RESPECT OF THE LAND

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereof (including any Owners Corporation Charges and Interest):

are contained in the attached certificate/s.

are as follows:

AUTHORITY	AMOUNT	INTEREST
Mornington Peninsula Shire	\$1,895.85 approx. per annum	
Quarterly Parks Charge	\$22.45	
Melbourne Water Corporation Total		
Service Charges per quarter	\$31.25	
Quarterly Water Service Charge	\$21.97	
Quarterly Sewerage Charge	\$100.41	

Purchaser is responsible for water usage, drainage & sewerage charges if applicable.

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

- (a) Their total does not exceed \$5,000.00
- (b) The particulars of any charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:- Nil.

1.2 COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. <input checked="" type="checkbox"/> 110 (Detached Dwelling) <input type="checkbox"/> 200-299 (Commercial) <input type="checkbox"/> 300-399 (Industrial) <input type="checkbox"/> 400-499 (Extractive Industries) <input type="checkbox"/> 600-699 (Infrastructure and Utilities)
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows or see attached	Date: OR <input checked="" type="checkbox"/> Not applicable

SECTION 32 STATEMENT
281 Boundary Road, Dromana VIC 3936

2. **INSURANCE DETAILS IN RESPECT OF THE LAND**

- (a) if the contract provides that the land does not remain as the vendor's risk before the purchaser is entitled to possession or receipt of rent and profits:
 - No such insurance has been effected
- (b) If there is a residence on the land which was constructed within 6 years and section 137B if the ***Building Act 1993*** applies to the residence:
 - No such insurance has been effected

3. **MATTERS RELATING TO LAND USE**

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:
 - i. Description:
 - ii. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: Nil to the Vendors knowledge. However underground electricity cables, sewers/drains may be laid outside registered easements
- (b) The land is within a bushfire prone area within the meaning of the regulations made under the ***Building Act 1993***;
- (c) There is access to the property by road;
- (d) In the case of land to which a planning scheme applies a statement specifying -
NAME: Mornington Peninsula Planning Scheme
RESPONSIBLE AUTHORITY: Mornington Peninsula Shire Council
ZONING AND/OR RESERVATION: General Residential Zone

NAME OF ANY PLANNING OVERLAY AFFECTING THE LAND:

- Bushfire Management Overlay
- Design and Development Overlay
- Vegetation Protection Overlay
- are contained in the attached certificate
- (e) Planning Permit No P21/1562 – Building and Works (upper level extension) to an existing dwelling

4. **NOTICES MADE IN RESPECT OF LAND**

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:-

None to the Vendors knowledge

however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

SECTION 32 STATEMENT
281 Boundary Road, Dromana VIC 3936

5. **BUILDING PERMITS**

Particulars of any building permit issued during the past seven (7) years under the *Building Act 1993* (where the property includes a Residence):

- Is contained in the attached certificates

6. **INFORMATION RELATING TO ANY OWNERS CORPORATION**

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

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION**

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

(2) Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*):

- any certificate of release from liability to pay;
- any certificate of deferral of the liability to pay;
- any certificate of exemption from the liability to pay;
- any certificate of staged payment approval;
- any certificate of no GAIC liability;
- any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;
- any notice given under that Part providing evidence of an exemption of the liability to pay;

OR

- a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.

8. **DISCLOSURE OF NON-CONNECTED SERVICES**

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

9. **EVIDENCE OF TITLE**

Attached are copies of the following documents concerning Title:-

SECTION 32 STATEMENT
281 Boundary Road, Dromana VIC 3936

- (a) in the case of land under the ***Transfer of Land Act 1958***, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) in any other case, a copy of:-
 - (i) the last conveyance in the chain of title to the land; or
 - (ii) any other document which gives evidence of the vendor's title to the land;
- (c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to sell the land;
- (d) in the case of land that is subject to a subdivision :-
 - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the ***Subdivision Act 1988***:-
 - (i) if the land is the second or a subsequent stage, a copy of the plan for the first stage;
and
 - (ii) Details of any requirement in a Statement of Compliance relating to the stage in which the land is included that have not been complied with;
and
 - (iii) Details of any proposals relating to subsequent stages that are known to the Vendor;
and
 - (iv) A statement of the contents of any permit under the ***Planning and Environment Act 1987*** authorising the stages subdivision;
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the ***Subdivision Act 1988*** is proposed:-
 - (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal Council;

or

 - (ii) If the plan has not yet been certified, a copy of the latest version of the plan.

10. **ATTACHMENTS**

Title Search – Volume 12186 Folio 776
 Lodged Plan – PS 43570
 Council Rate Notice (supplementary Notice)
 Water Rate Certificate
 Planning Report
 Planning Permit P21/1562
 Building Permit Additions & Alterations to Dwelling
 Final Inspection
 Builders Warranty Insurance
 Building Permit Swimming Pool, Barrier and Deck
 Final Inspection
 Builders Warranty Insurance
 Swimming Pool Barrier Compliance Certificate
 Notice to Purchaser
 Due Diligence Checklist

SECTION 32 STATEMENT
281 Boundary Road, Dromana VIC 3936

DATE OF THIS STATEMENT 3/7/2025 /20

Name of the Vendor

Elyssa Michelle Svarc

Signature/s of the Vendor

x

Signed by:

 32629733E27E410...

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

DATE OF THIS ACKNOWLEDGMENT / /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.



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

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

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

Page 1 of 1

VOLUME 12186 FOLIO 776

Security no : 124125878060A
Produced 02/07/2025 05:02 PM

LAND DESCRIPTION

Lot 30 on Plan of Subdivision 043570.
PARENT TITLE Volume 08772 Folio 258
Created by instrument AS973419D 10/02/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ELYSSA MICHELLE SVARC of UNIT 3 9-13 ROBINSON STREET PORT HEDLAND WA 6721
AT577081Q 04/09/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT577082N 04/09/2020
COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE LP043570 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 281 BOUNDARY ROAD DROMANA VIC 3936

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 04/09/2020

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	LP043570
Number of Pages (excluding this cover sheet)	1
Document Assembled	02/07/2025 17:02

Copyright and disclaimer notice:

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

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

PLAN OF SUBDIVISION **LP 43570**
EDITION 1

EDITION 1

PLAN MAY BE LODGED 9.9.58

PART OF CROWN ALLOTMENT 4 SECTION 3

PARISH OF KANGERONG

COUNTY OF MORNINGTON

V.2531 F.034

Measurements are in Feet & Inches

Conversion Factor
FEET X 0.3048 = METRES

COLOUR CODE

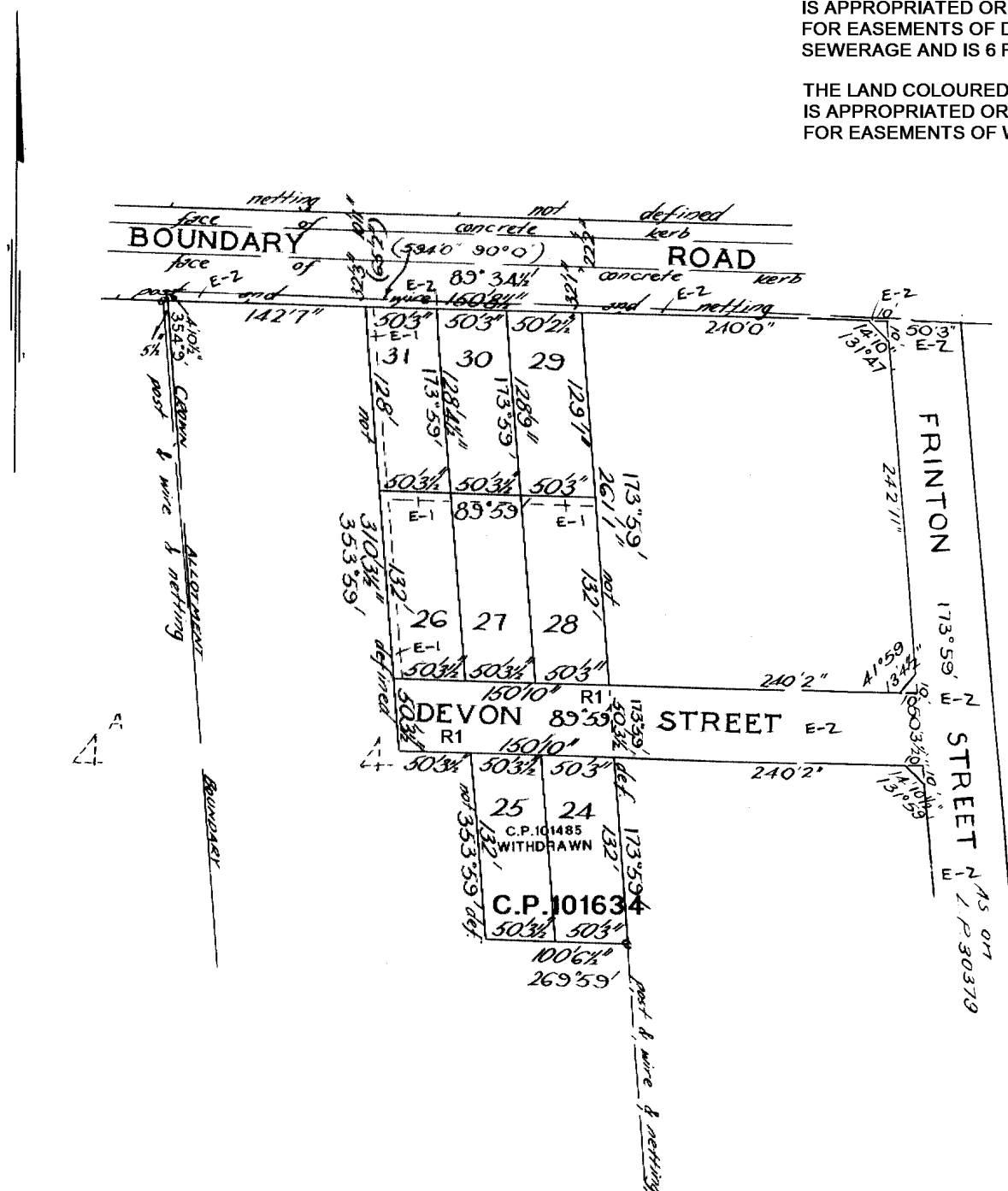
E-1 = BLUE

R1 & E-2 = BROWN

APPROPRIATIONS

**THE LAND COLOURED BLUE
IS APPROPRIATED OR SET APART
FOR EASEMENTS OF DRAINAGE &
SEWERAGE AND IS 6 FEET WIDE**

THE LAND COLOURED BROWN
IS APPROPRIATED OR SET APART
FOR EASEMENTS OF WAY & DRAINAGE



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

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



ABN 53 159 890 143
For general enquiries, call us or visit our website
mornpen.vic.gov.au
1300 850 600 (local call, fees apply)



032-3936 (17)

E M Svarc
281 Boundary Road
DROMANA VIC 3936

Supplementary Rates and Valuation Notice



MORNINGTON
PENINSULA
Shire



Property details		
281 Boundary Road DROMANA VIC 3936 Lot 30 LP 43570 Vol 8772 Fol 258		
Site Value \$620,000		
Capital improved value \$1,200,000		
Net annual value \$60,000		
Supplementary information		
Supplementary reason	1: Add/Alterations to Improvements	
AVPCC	110 - Residential	
Rating code	R Residential Improved Land	
Financial details		
Current rates previously levied	\$1,567.25	
Supplementary Rates	\$328.60	
Payments/adjustments	-\$1,567.25	
Total rates and charges		\$328.60
Notice information		
This supplementary notice replaces any previous rates and valuation notice issued for the property. This is the only amount to be paid.		
Balance due		\$328.60

Scan to pay

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

Scan the QR code on your phone or visit rates.mornpen.vic.gov.au to pay in full or choose from flexible weekly, fortnightly or monthly instalments.

New

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

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

Billpay code: 3064
Ref no: 427599

BPAY® this payment via Internet or phone banking.

Billcode: 20537
Ref no: 4000427599



*3064 427599

Property number	
42759	
Total amount due	
\$328.60	
Arrears (due immediately)	
\$0.00	
Current payable	
\$328.60	Due 2/06/2025
Instalments	
1st:	\$328.60 Due 02/06/2025
Key dates	
Date of Issue	14/03/2025
Date of valuation	01/01/2024
Effective date	01/01/2025
Notes	

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

The rating year: 01/07/2024 to 30/06/2025.
Property owners:
E M Svarc

Supplementary Valuation

A supplementary rate notice may be issued at any time throughout the year. This supplementary notice replaces any previous rate and valuation notice issued for the property and this is the only amount to be paid. ***Please disregard any previous notices issued. The supplementary balance due takes into account any previous payments or rebates applicable.***

Objection to valuation

Ratepayers have a right under Section 17 of the *Valuation of Land Act 1960* to object to the valuation of their property on a number of specific grounds. Objections must be lodged on the prescribed form within 2 months from date of issue of annual or subsequent supplementary rate notice. The prescribed form is available from

📍 ratingvaluationobjections.vic.gov.au

The ratepayer is still required to pay the Rates, Charges and State Fire Services Property Levy as originally levied. State Revenue Office uses the Shire's Site Valuation indicated on this notice for the purpose of assessing land tax.

Definitions

- Site Value (SV) – Is the value of the unimproved land.
- Capital Improved Value (CIV) – Is the total unencumbered value of the property including land.
- Net Annual Value (NAV) – Represents the reasonable annual rental of a property. Legislation requires that the NAV be a minimum 5% of the CIV.

What is an AVPCC?

An AVPCC is an Australia Valuation Property Classification Code. An AVPCC is allocated to each property by the Valuation Authority according to the use of the land – e.g. house, shop, cattle grazing. The AVPCC is used to determine the land use classification.

Payment of Rates and Charges

Council rates and charges must be paid as a lump sum by **17 February 2025** or by the due dates of the instalments (as noted on the front of the notice) or you can choose to make a payment plan. Please access our website for details.

📍 mornpen.vic.gov.au/rates

Payments of any rates and charges will be allocated as follows:

- Legal Costs owing, if any;
- Interest owing, if any;
- Arrears owing, if any, current rates/FSPL owing.

Penalty for Late or Non-payment of Rates, Charges, Arrears and State Fire Service Property Levy

Under Section 172 of the *Local Government Act 1989* any instalment or full payment not paid by the due date may incur interest as set out under Section 2 of the *Penalty Interest Rate Act 1983*. Penalty interest may be applied should payment not be received by the due date.

Rate Rebate/Concessions

If you are in receipt of a pension, you may be eligible to a rebate on rates and charges on your principal residence. Application forms are available from the Shire. ***Please note: Health Care cards do not entitle you to a rate rebate.***

Differential Rating

For further information in relation to differential rates, please refer to the adopted budget on the Shire's website.

📍 mornpen.vic.gov.au/rates

CIV \$1,200,000		
Differentials	Rates in \$	Total
General rate	0.0013230	\$1,587.60
Vacant land	0.0018530	\$2,223.60
Agricultural land	0.0004630	\$555.60
Conservation land	0.0009920	\$1,190.40

Review of Differential Rating

Under Section 183 of the *Local Government Act 1989*, an owner or occupier may apply to VCAT for a review of differential rating decision within 2 months from date of issue of annual notice following the decision.

Objection to Rates and Charges

Under Section 184 of the *Local Government Act 1989*, aggrieved persons have the right to appeal to the County Court on the above rates and charges on specific grounds.

Changes of Ownership or Address

If any of the details on the front of this notice are incorrect, please contact us:

📍 mornpen.vic.gov.au/rates

📧 customerservice@mornpen.vic.gov.au

It is the responsibility of the property owner to notify Council of any changes of ownership and/or address within one month.



Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your bank account or credit card. You will need to enter the Biller Code and BPAY ref. number on the front of your notice.

📍 bpay.com.au

® Registered to BPAY Pty Ltd. ABN 69 079 137 518



Internet

Go to

📍 mornpen.vic.gov.au/payonline and follow the prompts.



Payble (Direct debit)

Visit our website to pay in full or choose from flexible weekly, fortnightly or monthly instalments.

📍 rates.mornpen.vic.gov.au



Post Billpay

Pay in-store at Australia Post, or by phone (credit card) or internet using the Post Billpay details on the front of this notice:

📞 13 18 16

📍 auspost.com.au/postbillpay



In person

Please present notice intact at any Shire office (Mornington, Rosebud, or Hastings). Payments may be made by cash, cheque, EFTPOS, MasterCard or Visa. Make cheques payable to 'Mornington Peninsula Shire'.



Mail to: Mornington

Peninsula Shire, Private Bag 1000, Rosebud VIC 3939

Make cheques payable to: 'Mornington Peninsula Shire'. Please note that receipts will not be issued for mailed payments.

Supplementary Rates FAQ

<p>Why did I receive a Supplementary Valuation and Rates notice?</p>	<p>The probable reason for this notice is that you have made a change or an addition to your property. You may have built a new home, extended your home, constructed a swimming pool, erected a garage or shed or even demolished something.</p> <p>Please refer to the Supp Reason stated in the Supplementary information section of your Supplementary Rates & Valuation Notice for the specific reason applicable to your property.</p> <p>Where changes made to your property affect a valuation, the occupancy of the land or the land use classification of the property, a supplementary valuation may be made under Section 13DA of the <i>Valuation of Land Act 1960</i>, which could mean an increase or decrease in rates.</p>
<p>But I made those changes months ago?</p>	<p>It may be that the Final Certificate or Certificate of Occupancy for the building permit has only recently been lodged with Council. It also takes time for the Valuers to review all of the Mornington Peninsula Shire and sometimes it could be some months before a change in valuation is noted.</p>
<p>I just bought this property, why are you now sending rates notice when I thought the rates were paid at settlement?</p>	<p>We may not have valued the property with the changes to the land when you purchased. It may also be that a building permit has only recently been issued a final certificate which affects the value and requires a supplementary valuation.</p> <p>Please refer to the section 32 and/or your list of disbursements from your property settlement to see the site value, capital improved value and AVPCC of the property at time of your purchase.</p>
<p>I have subdivided (split) my property, so what happened to the money I paid on the original rate notice?</p>	<p>When a property is subdivided, any money receipted to the original property is divided across the new properties per the capital improved value of each one.</p> <p>We also add a waste service charge per property, which is a standard fee payable on all properties within the Mornington Peninsula Shire.</p>
<p>I wish to pay by instalments, what happens now?</p>	<p>If you have previously paid by instalments, your Supplementary Notice will show your new instalment amounts.</p> <p>If you have not previously paid by instalments, you may set up a flexible payment plan through Payble. Please scan the QR code on the front of your Supplementary Notice.</p>
<p>I am suffering financial difficulties, is there anything I can do?</p>	<p>If you are finding it difficult to pay the increase in rates, please call the Revenue team on 03 5950 1080 to discuss a suitable payment plan.</p>

Your residential and mailing address

Please note that if you have moved into your new home, you may have forgotten to give us a change of address because you are having your mail redirected. If this is the case, please ring the Revenue Office on 03 5950 1080 so that we can change your address.

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



ABN 53 159 890 143
For general enquiries, call us or visit our website
mornpen.vic.gov.au
1300 850 600 (local call, fees apply)



032-3936 (2341)

E M Svarc
281 Boundary Road
DROMANA VIC 3936

2024–25

Rate Instalment Notice



MORNINGTON
PENINSULA
Shire

Property number

42759

Total amount due

\$328.60

Due date

02/06/2025

Date of issue

08/05/2025



Get your rates
notice via email.

mornpen.ezybill.com.au

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

Payment plan and differential rates info:

mornpen.vic.gov.au/rates

Property details

281 Boundary Road DROMANA VICTORIA 3936
Lot 30 LP 43570 Vol 8772 Fol 258

Financial details

4th Instalment

(including arrears where applicable)

\$328.60

Due 02 Jun 2025

Payment Reference 2200427595

Notes

Please note: Due to a scheduled Council system upgrade, payments via Australia Post will be temporarily unavailable for this instalment notice period. We apologise for any inconvenience this may cause and appreciate your understanding. For alternative payment options, please see below.

Important Update: Mornington Peninsula Shire has issued a new BPAY reference number for your property. Please ensure you use the updated reference number provided below, and disregard any previous BPAY details. We appreciate your attention to this change.

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

Scan to pay

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



Scan the QR code on your phone or visit rates.mornpen.vic.gov.au to pay in full or choose from flexible weekly, fortnightly or monthly instalments.

New

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



Payble™



VISA



Billers code: 20537
Ref no: 2200427595

BPAY® this payment via Internet
or phone banking.

Property owners:

E M Svarc

Change of address only



Complete the form below and return the upper section of this notice intact to:

Mornington Peninsula Shire
Private Bag 1000, Rosebud 3939

Note: If property is in a company name, please provide full director details.

Property address			
Property number			
Please change the address for service of notices for this property to:			
Owner 1		Date of birth	
Owner 2		Date of birth	
Residential address			
Suburb			
Postal address (if different to above)			
Suburb			
Telephone number (Work)	Telephone number (Home)		
Owner 1 mobile number	Owner 2 mobile number		
Owner 1 email address			
Owner 2 email address			
Signature of owner/s			
Date			



Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your bank account or credit card. You will need to enter the Biller Code and BPAY ref. number on the front of your notice.
[bpay.com.au](https://www.bpay.com.au)

® Registered to BPAY Pty Ltd. ABN 69 079 137 518



Internet

Go to
mornpen.vic.gov.au/payonline
 and follow the prompts.



Payble (Direct debit)

Visit our website to pay in full or choose from flexible weekly, fortnightly or monthly instalments.
rates.mornpen.vic.gov.au



In person

Please present notice intact at any Shire office (Mornington, Rosebud, or Hastings). Payments may be made by cash, cheque, EFTPOS, MasterCard, AMEX or Visa. Make cheques payable to 'Mornington Peninsula Shire'.



Mail to: Mornington Peninsula Shire, Private Bag 1000, Rosebud VIC 3939

Make cheques payable to: 'Mornington Peninsula Shire'. Please note that receipts will not be issued for mailed payments.



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Brownlow Conveyancing
E-mail:
jenny@brownlowconveyancing.com.au

Statement for property:
LOT 30 281 BOUNDARY ROAD
DROMANA 3936
30 LP 43570

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
02B//00147/114		02 JULY 2025	49701469

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2025 to 30/09/2025	\$22.45
Melbourne Water Corporation Total Service Charges	01/07/2025 to 30/09/2025	\$31.25

(b) By South East Water

Water Service Charge	01/07/2025 to 30/09/2025	\$21.97
Sewerage Service Charge	01/07/2025 to 30/09/2025	\$100.41
Subtotal Service Charges		<u>\$176.08</u>
TOTAL UNPAID BALANCE		\$176.08

- The meter at the property was last read on 02/06/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$2.65 per day**

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

2. Encumbrance Summary

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

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

Melbourne Water became responsible for waterway management, floodplain management and regional drainage on Friday 18 November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area which may provide additional information applicable to this property. For further information please contact Melbourne Water on 9679-7517.

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



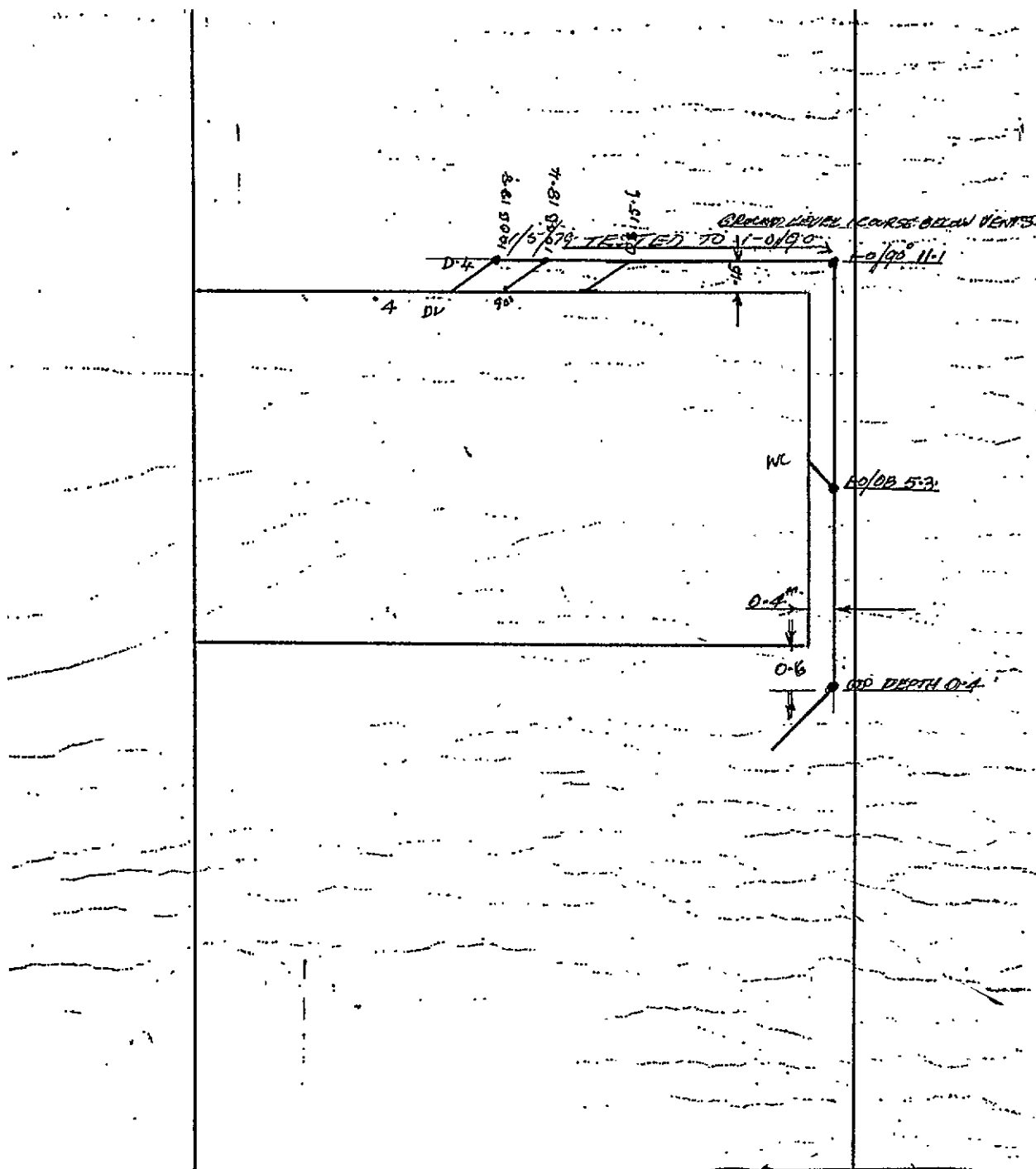
PROPERTY SEWERAGE PLAN - PS: 01200791

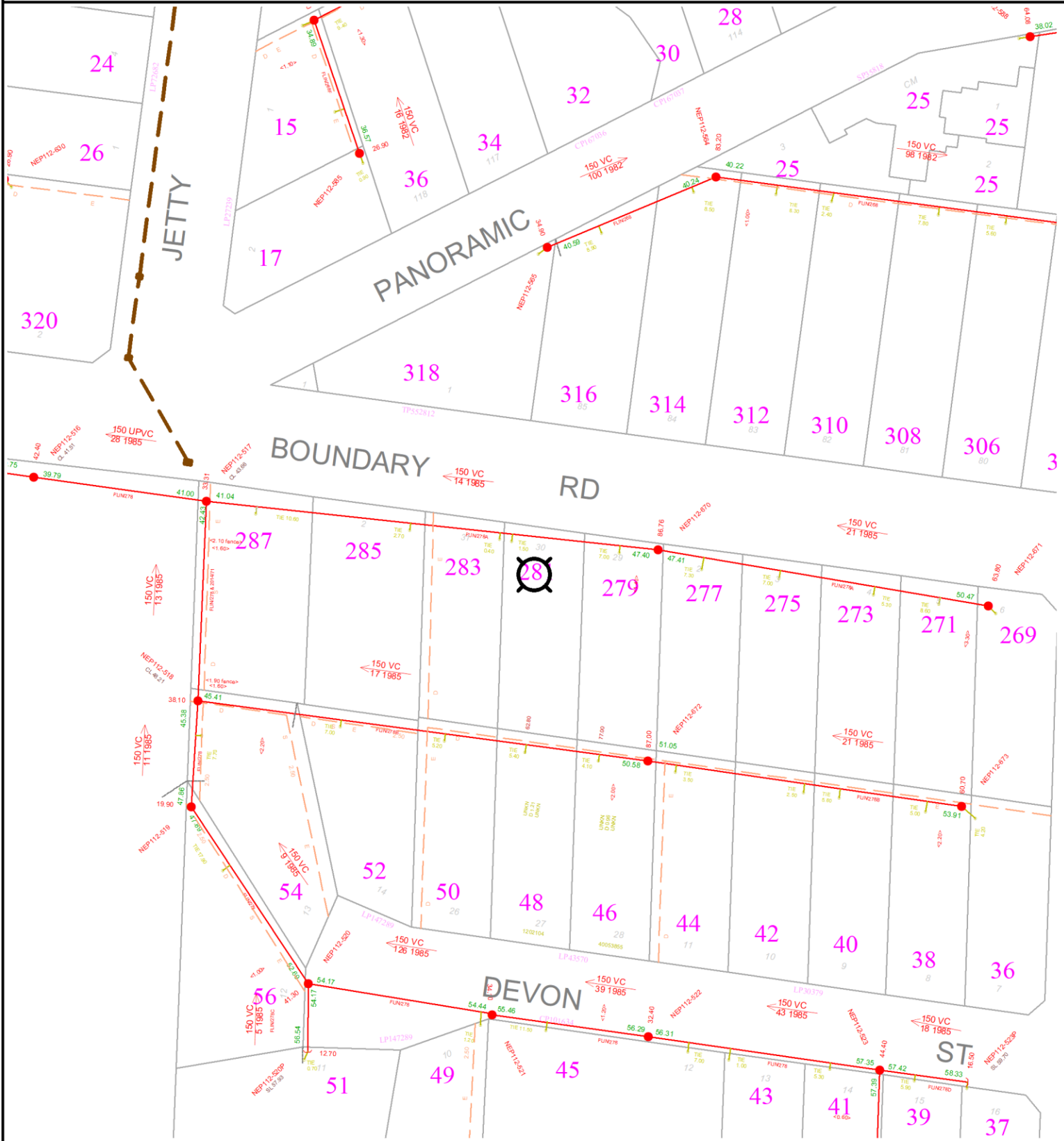
Property: Lot 30 281 BOUNDARY ROAD DROMANA 3936

LEGEND

———— Title/Road boundary BT Boundary Trap - - - - Easement < 1.0 > Offset from Boundary

WARNING: This plan is issued solely for the purpose of assisting you in identifying property service drainage information only and may not show all sewer mains on the property. 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).

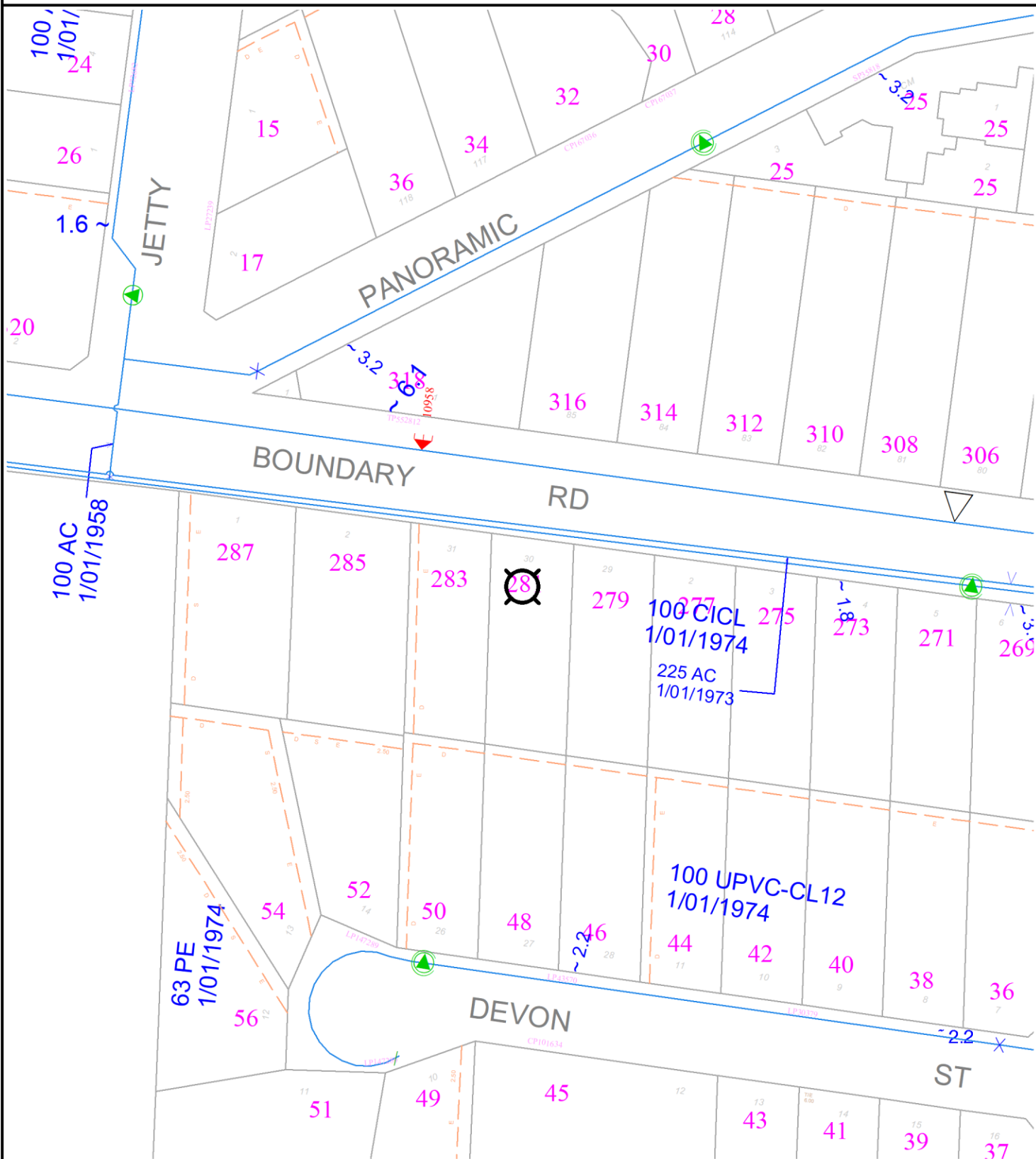




WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

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

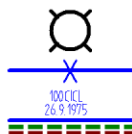
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



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

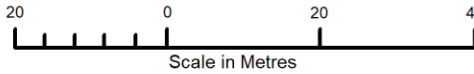


ASSET INFORMATION - RECYCLED WATER

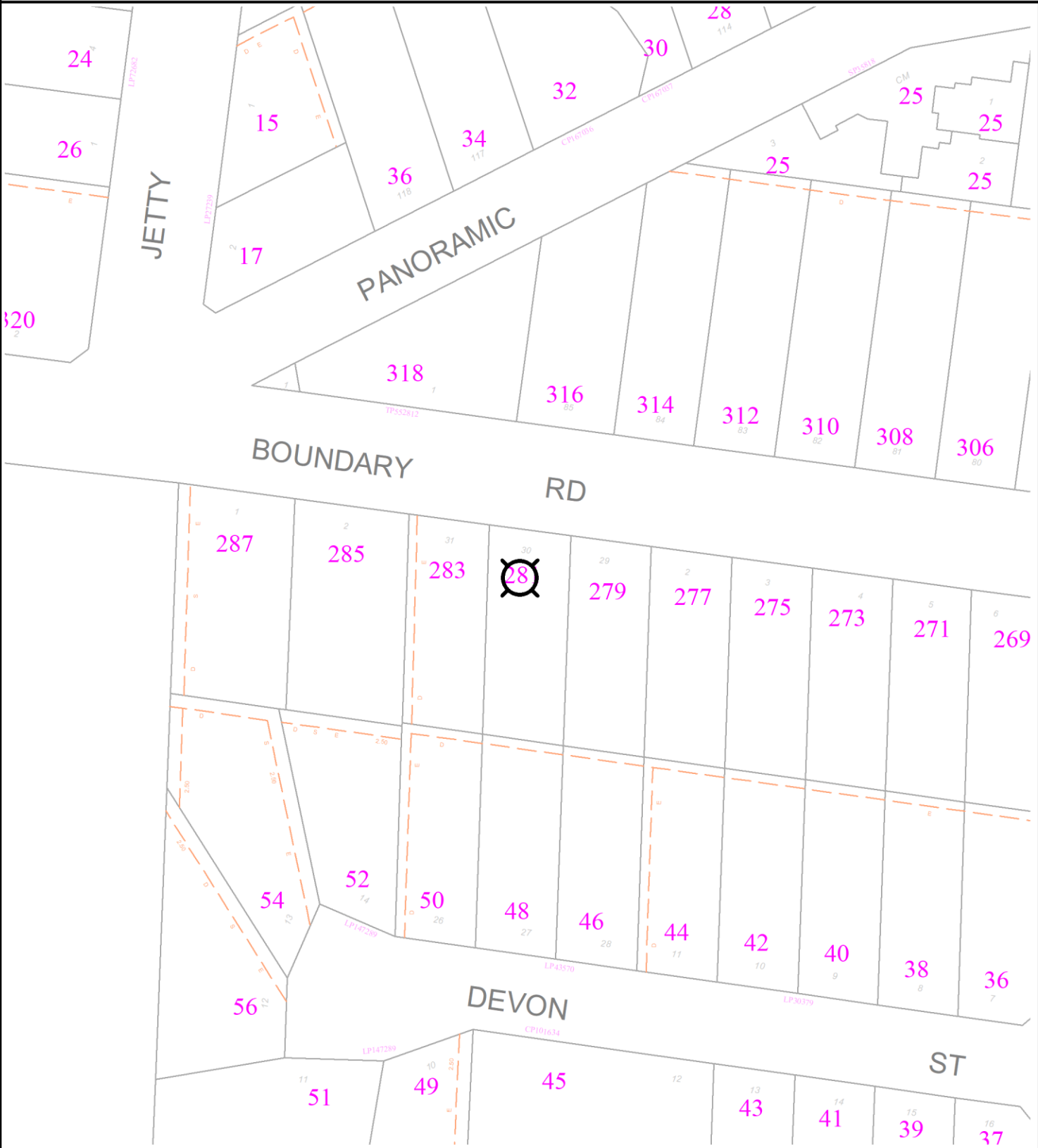
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 30 281 BOUNDARY ROAD DROMANA 3936

Case Number: 49701469



Date: 02JULY2025



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

LEGEND

— Title/Road Boundary

- - - - - Proposed Title/Road

- - - - - Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



Offset from Boundary

Property Clearance Certificate

Land Tax



INFOTRACK / BROWNLOW CONVEYANCING

Your Reference:	3061
Certificate No:	92066078
Issue Date:	02 JUL 2025
Enquiries:	ESYSPROD

Land Address:	281 BOUNDARY ROAD DROMANA VIC 3936
---------------	------------------------------------

Land Id	Lot	Plan	Volume	Folio	Tax Payable
2066363	30	43570	12186	776	\$0.00

Vendor: ELYSSA SCARC

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS ELYSSA MICHELLE SVARC	2025	\$620,000	\$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):	\$730,000
SITE VALUE (SV):	\$620,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 92066078

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 = \$2,370.00

Taxable Value = \$620,000

Calculated as \$2,250 plus (\$620,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,300.00

Taxable Value = \$730,000

Calculated as \$730,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92066078

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 92066078

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / BROWNLOW CONVEYANCING

Your Reference:	3061
Certificate No:	92066078
Issue Date:	02 JUL 2025
Enquires:	ESYSPROD

Land Address: 281 BOUNDARY ROAD DROMANA VIC 3936					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
2066363	30	43570	12186	776	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$730,000
SITE VALUE:	\$620,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92066078

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / BROWNLOW CONVEYANCING

Your Reference:	3061
Certificate No:	92066078
Issue Date:	02 JUL 2025

Land Address: 281 BOUNDARY ROAD DROMANA VIC 3936

Lot	Plan	Volume	Folio
30	43570	12186	776

Vendor: ELYSSA SCARC
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 92066078

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

<div><div>BPAY</div><div><div></div><div>Billers Code: 416073 Ref: 92066075</div></div></div> <div><div>Telephone & Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div>	<div><div>CARD</div><div><div></div><div>Ref: 92066075</div></div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61. A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div>	<div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div>
--	--	--

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 03 July 2025 01:27 PM

PROPERTY DETAILS

Address: 281 BOUNDARY ROAD DROMANA 3936
Lot and Plan Number: Lot 30 LP43570
Standard Parcel Identifier (SPI): 30\LP43570
Local Government Area (Council): MORNINGTON PENINSULA
Council Property Number: 42759
Planning Scheme: Mornington Peninsula
Directory Reference: Melway 159 J8

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: NEPEAN

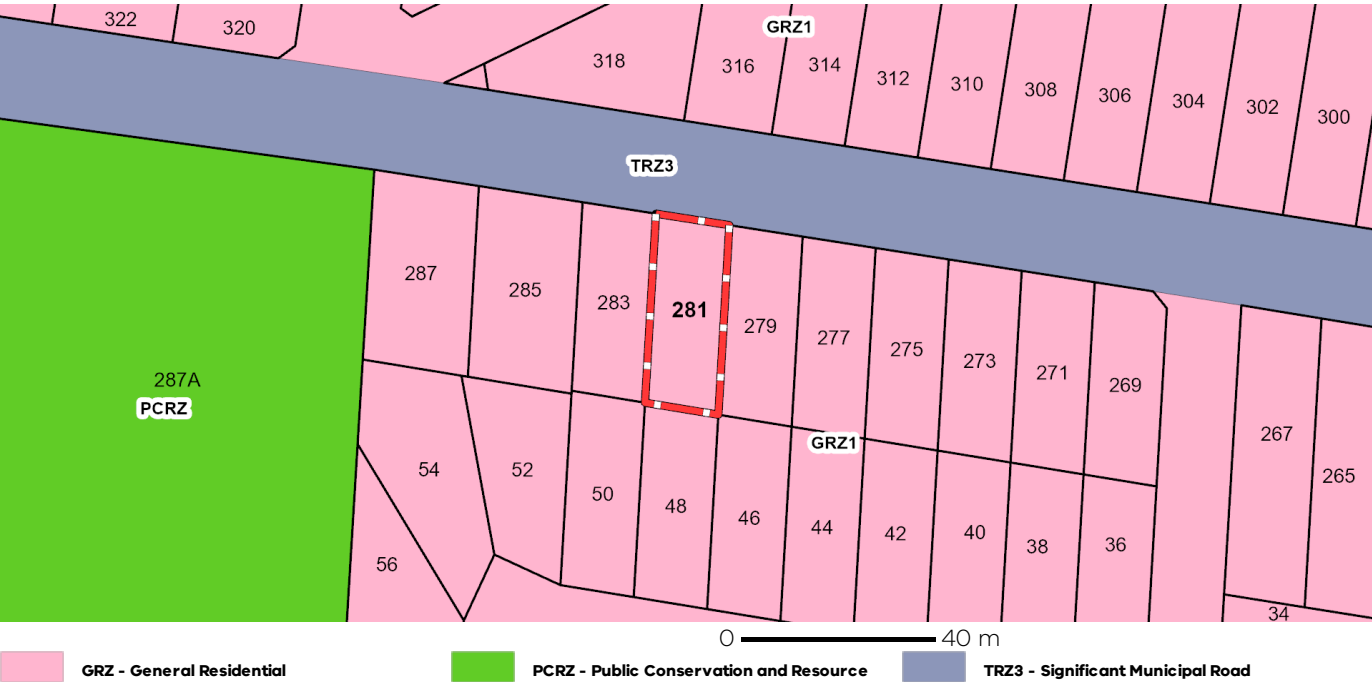
OTHER

Registered Aboriginal Party: Bunurong Land Council
Aboriginal Corporation

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



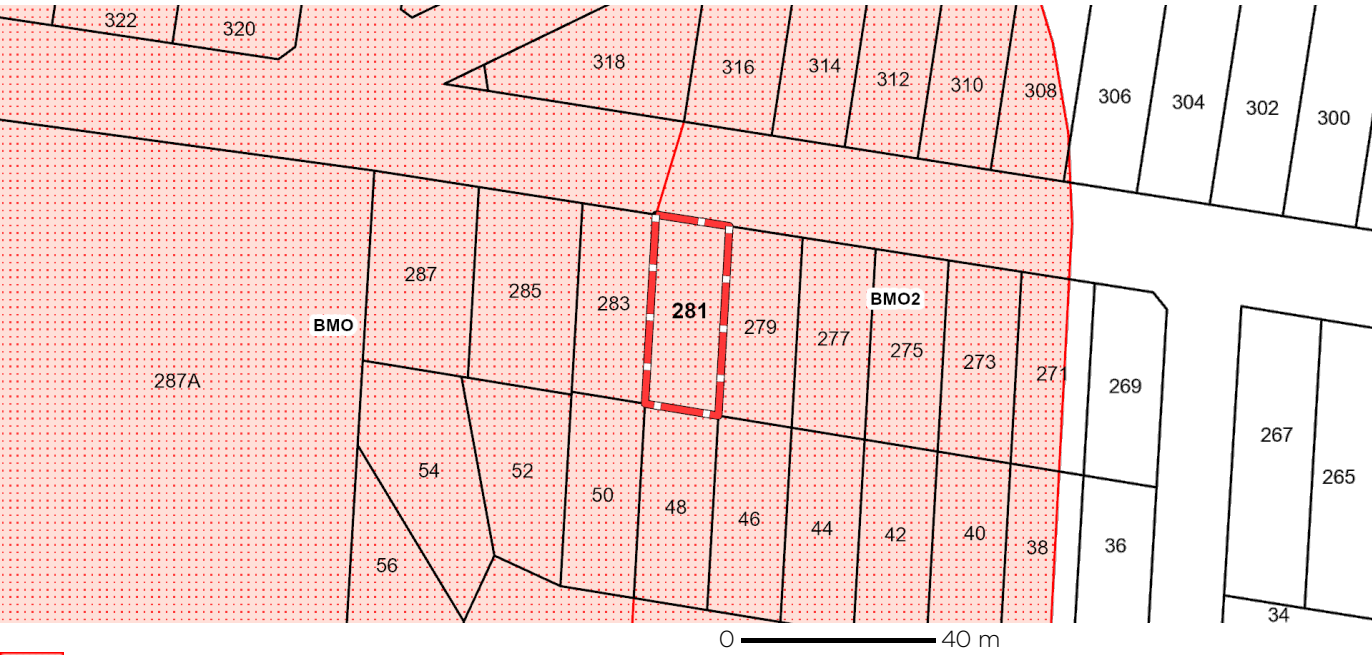
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

PLANNING PROPERTY REPORT

Planning Overlays

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

[BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2 \(BMO2\)](#)

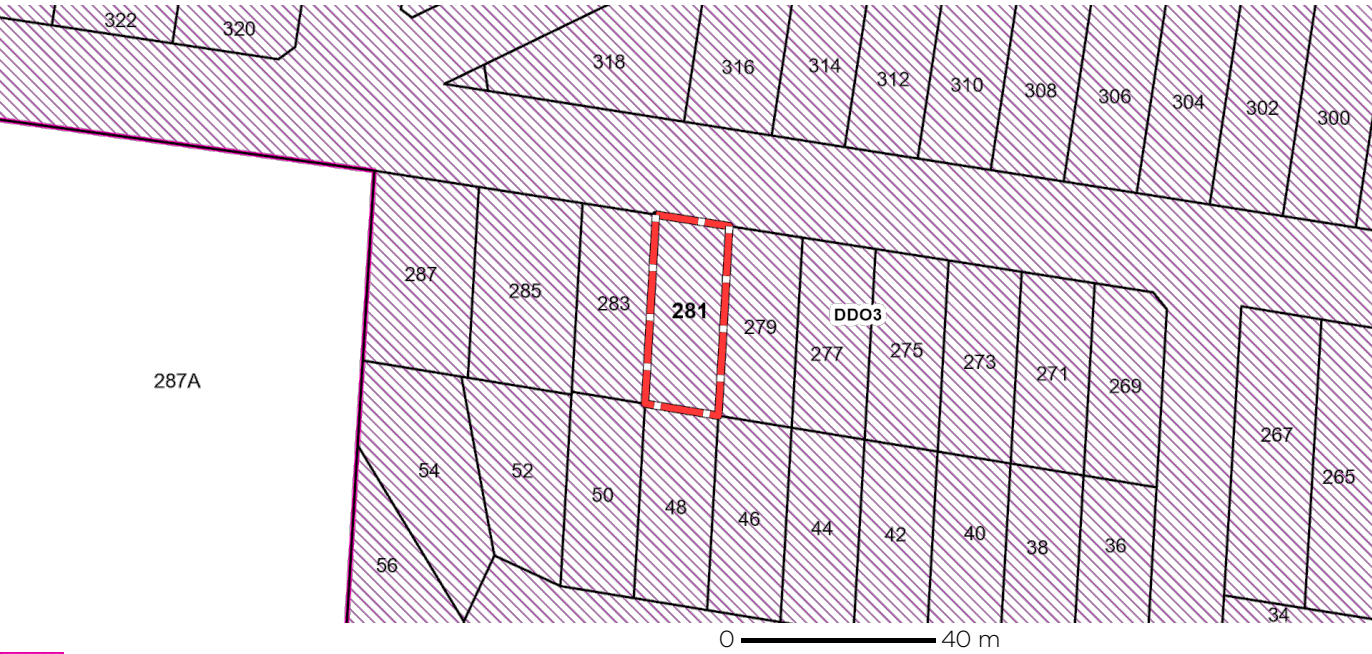


 BMO - Bushfire Management Overlay

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

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 \(DDO3\)](#)



 DDO - Design and Development Overlay

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

PLANNING PROPERTY REPORT

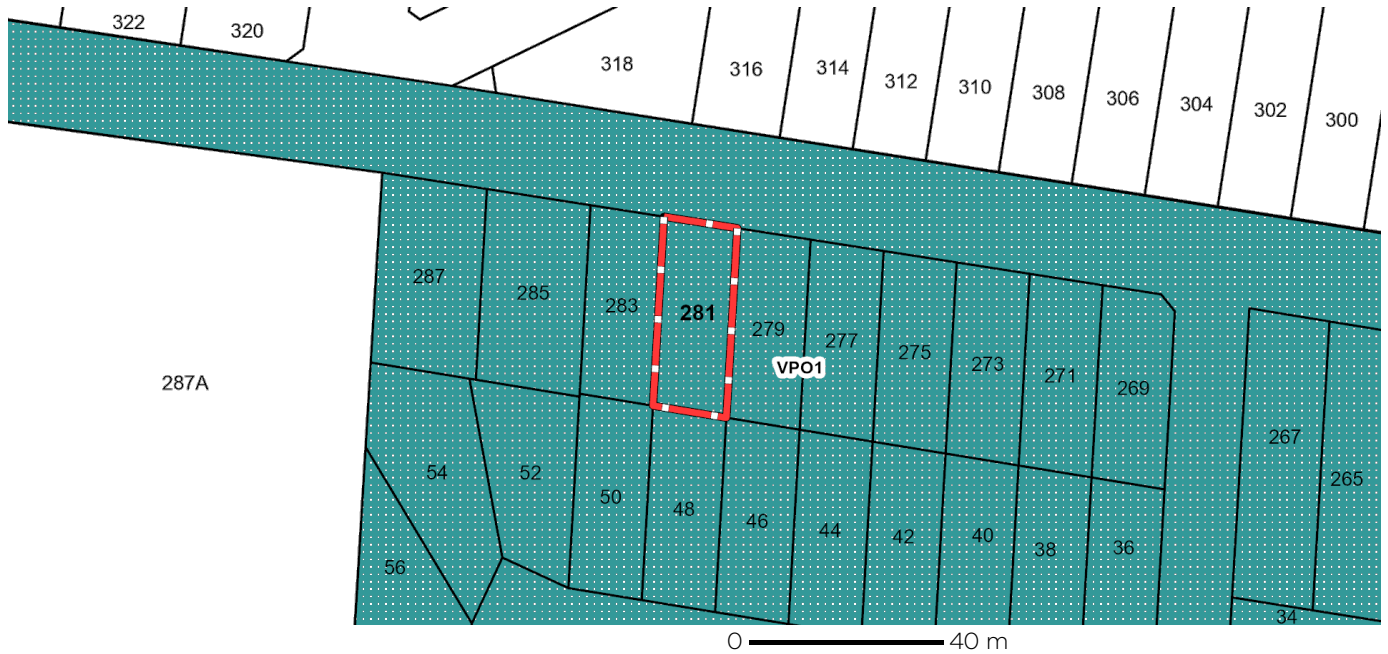


Department
of Transport
and Planning

Planning Overlays

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 1 \(VPO1\)](#)



VPO - Vegetation Protection Overlay

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

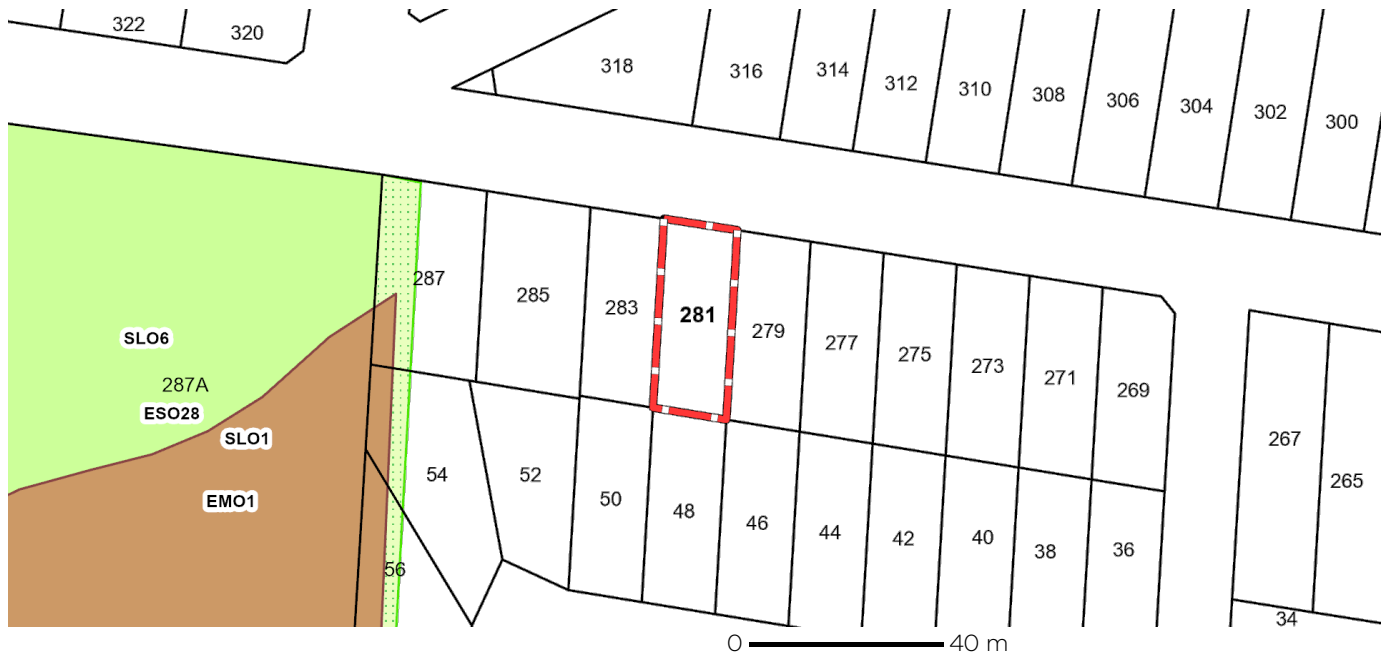
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[EROSION MANAGEMENT OVERLAY \(EMO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)



EMO - Erosion Management Overlay

ESO - Environmental Significance Overlay

SLO - Significant Landscape Overlay

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

Copyright © - State Government of Victoria

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

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

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

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Further Planning Information

Planning scheme data last updated on 3 July 2025.

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

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

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

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

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

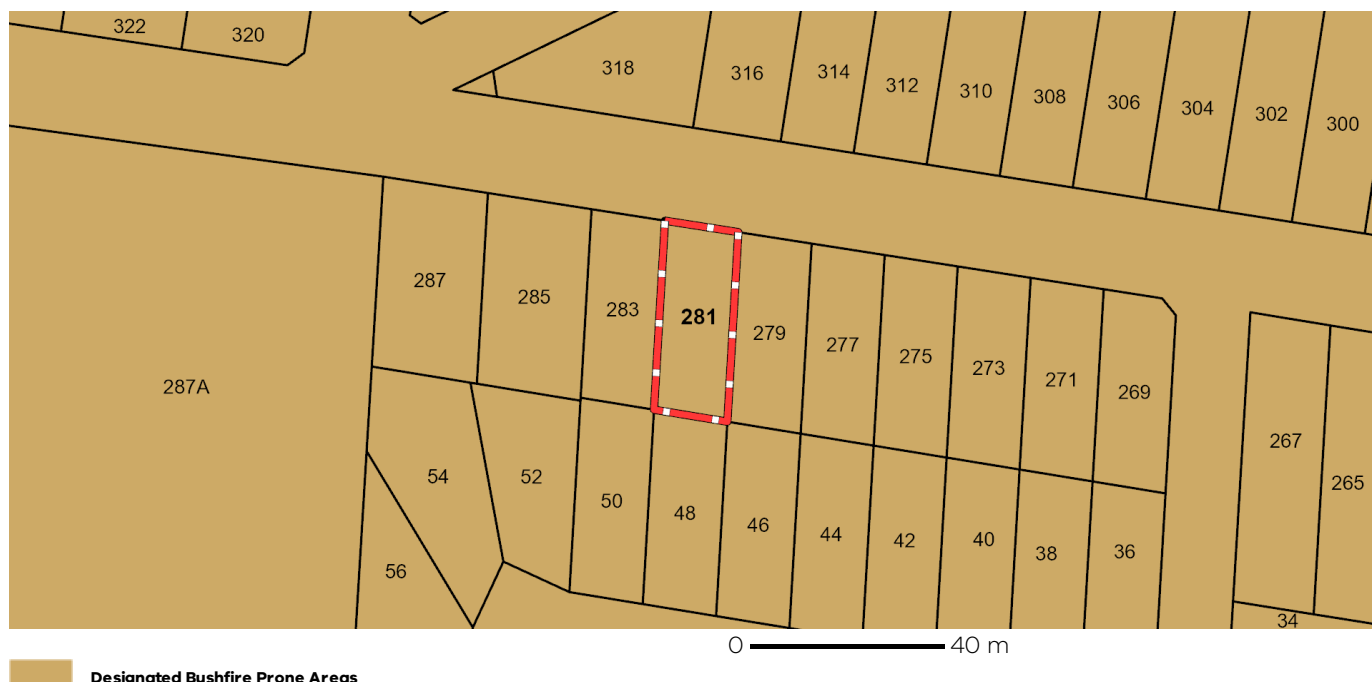
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

Ref: P21/1562: Direct Dial: Rachel Brien on (03) 5950 1612

3 February 2022

BD Building Design
3/16 Carbine Way
MORNINGTON VIC 3931



Dear Sir / Madam

**PLANNING APPLICATION P21/1562
281 BOUNDARY ROAD DROMANA**

I refer to the above application. We have received advice from VCAT that no appeals have been lodged and accordingly attach a copy of the Planning Permit subject to the stated conditions.

Please note that pursuant to Condition 1 of the Permit, amended plans must be submitted to and approved by the Responsible Authority before buildings or works commence. Please email the amended plans to planning@mornpen.vic.gov.au. When approved, the plans will be endorsed and will then form part of the Permit.

As a permit has been issued for the development of buildings or works, a Building Permit may be required before the buildings or works commence and advice should be sought from a Private Building Surveyor.

If you have any further questions I will be pleased to assist.

Yours faithfully

**RACHEL BRIEN
PLANNER**

Contact the Mornington Peninsula Shire

📞 1300 850 600
🌐 mornpen.vic.gov.au
✉ customerservice@mornpen.vic.gov.au

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

Form 4

**PLANNING
PERMIT**

Permit No: P21/1562

Planning Scheme: Mornington Peninsula

Responsible Authority: Mornington Peninsula Shire

ADDRESS OF THE LAND:

**281 BOUNDARY ROAD DROMANA
LOT 30 LP 43570 VOL 8772 FOL 258**

THE PERMIT ALLOWS:

**BUILDINGS AND WORKS (UPPER LEVEL EXTENSION) TO AN EXISTING
DWELLING IN ACCORDANCE WITH ENDORSED PLANS**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Conditions Nos. 1 to 9 inclusive

Amended plans

1. Before the developments starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions. The plans must be generally in accordance with the plans submitted with the application but modified to show:
 - a) Maximum building height to be reduced and be no higher than 55.10 RL as per the (attached) without prejudice plans submitted to Council on 08/12/2021.
 - b) A fence to enclose the rear SPOS to the south of the dwelling with a minimum height of 1.8m.

Date Issued:

3 February 2022

Signature for the Responsible Authority:



**RACHEL BRIEN
PLANNER**

Form 4

**PLANNING
PERMIT****Permit No:****P21/1562****Planning Scheme:**

Mornington Peninsula

**Responsible
Authority:**Mornington Peninsula
Shire

- c) A detailed material finish and colour schedule provided to the satisfaction of the responsible authority. The external finish of all buildings must be of a low reflectivity (less than 40 percent reflectivity).
- d) A notation for the approved dwelling to detail 'no services normal to the dwelling (except those specifically required under the Building Act 1993), are to project above the maximum height of the dwelling of 55.10 RL'.

Approved development not altered

- 2. The layout of the land, the size and type of the buildings and works, including the materials of construction, on the endorsed plans must not be altered or modified without the written consent of the Responsible Authority.

Colours/Materials

- 3. The materials and colours of the exterior finish of the dwelling additions must be in accordance with the endorsed plans unless with the further permission of the Responsible Authority.

Finishes

- 4. Prior to the occupation of the dwelling additions, external finishes must be completed to a professional standard to the satisfaction of the Responsible Authority.

Construction

- 5. To ensure compliance with this permit a licensed surveyor's report confirming relative levels as shown on the approved plans with particular regard to the finished floor levels and roof levels must be submitted to the Responsible Authority within 14 days of the completion of the relevant floor(s) and roof. Floor levels and roof levels must not exceed those shown on the endorsed plans.
- 6. No further building and works or services normal to a dwelling, except those specifically required under the Building Act 1993, may exceed a height of RL 55.10 AHD for the approved dwelling.

Date Issued:**3 February 2022****Signature for the Responsible Authority:***Rachel Briën***RACHEL BRIEN
PLANNER**

Form 4

**PLANNING
PERMIT**

Permit No:	P21/1562
Planning Scheme:	Mornington Peninsula
Responsible Authority:	Mornington Peninsula Shire

Disturbed surfaces

7. All disturbed surfaces on the land resulting from the development must be revegetated and stabilised to the satisfaction of the Responsible Authority.

Bushfire Management Overlay

8. The bushfire protection measures forming part of this permit or shown on the endorsed plans, including those relating to construction standards, defensible space, water supply and access, must be maintained to the satisfaction of the responsible authority on a continuing basis. This condition continues to have force and effect after the development authorised by this permit has been completed.

Expiry

9. This permit will expire if the development is not completed within three years of the date of this permit.

In accordance with Section 69 of the *Planning and Environment Act 1987*, an application may be submitted to the Responsible Authority for an extension of the periods referred to in this condition.

Notes

- This planning permit assessment did involve a Clause 54 assessment.

Date Issued:**3 February 2022****Signature for the Responsible Authority:****RACHEL BRIEN
PLANNER**

Form 4
IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

WHEN DOES A PERMIT BEGIN?

A permit operates:

* from the date specified in the permit, or

* if no date is specified, from:

- (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
- (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if-
 - * the development or any stage of it does not start within the time specified in the permit; or
 - * the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - * the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if-
 - * the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - * the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if-
 - * the development or any stage of it does not start within the time specified in the permit; or
 - * the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - * the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - * the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision-
 - * the use or development of any stage is to be taken to have started when the plan is certified; and
 - * the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- * The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
- * An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- * An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- * An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal and be accompanied by the applicable fee.
- * An application for review must state the grounds upon which it is based.
- * A copy of an application for review must also be served on the responsible authority.
- * Details about applications for review and the fees payable can be obtained from the:

Victorian Civil and Administrative Tribunal
Planning and Environment List
55 King Street,
Melbourne, 3000.

Phone: 1300 01 8228

Fax: (03) 9628-9789

DX 210576

Building Permit

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



Permit No: BS-U 25052 1950958450999

Issued To - AGENT

Name: Elyssa Svarc
 ACN:
 Postal Address: 7 Hillman Ave MCCRAE, VIC 3938
 Email: elyssa3000@gmail.com

Address for Serving or Giving of Documents

Address: 281 Boundary Road DROMANA VIC 3936
 Contact Person: Elyssa Svarc
 Phone: 0434 269 404

Ownership Details

Name: Elyssa Svarc
 ACN:
 Postal Address: 281 Boundary Road DROMANA, VIC 3936
 Email: elyssa3000@gmail.com
 Contact Person: Elyssa Svarc
 Phone: 0434 269 404

Property Details

Address: Lot (30) 281 Boundary Road DROMANA VIC 3936
 Title Details: LP/PS: 30\LP43570, Vol: 12186, Folio: 776
 Municipal District: Mornington Peninsula Shire Council

Builder

Name: JDS BUILD CO PTY LTD
 Phone: 0409 566 317
 ACN:
 Registration No. CDB-U 71173
 Postal Address: 7 Hillman Ave MCCRAE, VIC 3938

Natural Person for Service of Directions, Notices and Orders

Name: Joel Svarc
 Phone: 0409 566 317
 Postal Address: 7 Hillman Ave MCCRAE, VIC 3938

Building Practitioner or Architect Engaged to Prepare Documents for this Permit

Name	Category/Class	Registration No.
Bryce Dowling	Draftsperson - Architectural	DP-AD 42754
Peter Eley	Professional Engineer	PE 0001825

Details of Domestic Building Work Insurance

T: 03 5755 1589 • E: info@alpinebuildingpermits.com.au
 5/1 Ireland Street, Bright VIC 3741
 www.alpinebuildingpermits.com.au

Name of Builder: JDS BUILD CO PTY LTD
 Insurance Provider: Victorian Managed Insurance Authority
 Policy Number: C751083
 Policy Issued: 25/11/2022
 Policy Cover: \$300,000

Details of Relevant Planning Permit

Planning permit No.: P21/1562
 Date of grant of planning permit: 3/02/2022

Nature of Building Work

Additions & Alterations to Dwelling (1a(a))

Version of BCA applicable to Permit: BCA 2019 Volume 2 Amendment 1
 Stage of building work permitted: As shown on the approved plans
 Total floor area of new building work in m2: 134.5
 Cost of building work (this stage): \$240,000
 Cost of building work (all stages): \$240,000

Building Classification

Nature of Work	Part of Building	BCA Classification
Additions & Alterations to	Dwelling	1a(a)

Exemption from, or Consent to Partial Compliance with, Certain Requirements

The following exemptions from, or a consent to a partial compliance with, certain requirements of the Building Regulations 2018 was granted or given under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018 in relation to the building work to which this permit applies:

Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018	Nature and scope of exemption
Whole of Building	An exemption has been granted under Regulation 233 to exempt the requirement to comply with BCA Volume 2 Section 3.12 (Energy Efficiency) as the building works are of a minor nature and less than 25% increase in floor area of the existing building.

Protection Work

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

Inspection Requirements

The mandatory notification stages are -

- Piers
- Frame
- Sub Floor
- Final

Occupation or Use of Building

A Certificate of Final Inspection is required prior to the occupation or use of this building.

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

Commencement and Completion

This building work must commence by 22/12/2023.

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

This building work must be completed by 22/12/2024.

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

Documents Supporting Application

Document Name	Prepared By	Ref No	Issued
Advice of decision - 281 Boundary Rd - CR20871 (owner)			10/11/2022
Advice of decision - 281 Boundary Rd - CR20871 (Sharwood)			10/11/2022
Application Form			9/12/2022
Architectural Plans - Energy Endorsed			19/12/2022
Builders Contract Extract			22/12/2022
Builders Warranty Insurance Policy			21/12/2022
Building Surveyor Letters			28/10/2022
Energy Rating Report			19/12/2022
Engineers Computations			7/09/2022
Engineers Form 126			7/09/2022
Engineers Plans			8/08/2022
Exemption Form - Energy Efficiency			20/12/2022
Plan of Subdivision			19/12/2022
Planning Permit			9/09/2022
Planning Permit - Endorsed Planning Drawings			8/08/2022
Signed Quote Acceptance			26/08/2022
Soil Report			7/09/2022
Title			15/12/2022

Permit Conditions

This building permit is subject to the following conditions –

No	Condition
1	Any building work done pursuant to this building permit shall comply with the Building Act 1993 and the Building Regulations 2018 and with any conditions or requirements imposed in accordance with the Act or Regulations.
2	The work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress.
3	Any variation or change to building work as detailed on the stamped plans MUST be approved by the relevant building surveyor prior to works being undertaken.
4	Appropriate signage must be displayed at the front of the property visible to the public advising: Builders Name, Reg. Number, contact details, Building Permit number and date of issue.
5	The owner and/or builder shall be responsible to define, by survey, the boundaries of the allotment.

No	Condition
6	There must be no unauthorized encroachment of any part of the work beyond the building alignment.
7	It is the owner(s) and/or agent's responsibility to ensure all Council Local Laws and regulations have been complied with.
8	The person in charge of carrying out the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stages. Building works must not proceed beyond any mandatory inspection stage until the required inspection has been completed and approved.
9	The Bushfire Attack Level (BAL) shall be maintained to that nominated in the endorsed plans associated with this building permit. Materials and method of construction are to be in compliance with the nominated BAL and requirements of AS3959.
10	Smoke alarm(s) to be installed in accordance with BCA requirements and maintained in working order at all times.
11	A copy of truss computations and layouts to be submitted for approval prior to the frame inspection.
12	A copy of wall framing specifications and layouts to be submitted for approval prior to the frame inspection.
13	A copy of floor joist design & layouts to be submitted for approval prior to the frame inspection.
14	A copy of bracing layout and computations to be submitted for approval prior to the frame inspection.
15	Provide a copy of the LVL beam design prior to the frame inspection for approval.
16	All timber framing is to comply with AS1684.
17	The Domestic Building Contracts and Tribunal Act 1995 applies to the building work approved by this permit.
18	Please note that it is the owners responsibility to ensure compliance with any covenants, encumbrances or S173 agreements contained within the title.
19	All glazing is required to comply with the Part 3.6 of the BCA and/or AS1288.
20	Works are to comply with associated Planning Permit issued by Council. Please ensure that you read, understand and comply with the conditions listed on the Planning Permit. Any variations to the planning permit or conditions must have the prior written approval of the Planning Department at Council.
21	Construction of steps to comply with Part 3.9.1 of the BCA, minimum going 240mm and maximum rise of 190mm with a non-slip finish.
22	Stormwater is to be taken to the legal point of discharge, being the council nominated point.
23	Any surface water runoff to be collected with a suitable means of drainage to prevent water entering the adjoining site.
24	Provide a suitable means of drainage to any site cuts and perimeter of the building to prevent an accumulation of run-off water near the foundations. Surface water must be diverted away from buildings in accordance with BCA 3.1.3.3.
25	Location, spacing and capacity of downpipes must comply with BCA 3.5.3.5 (maximum 12m spacing and within 1.2m of valleys) and discharge of stormwater to a point as approved by the local council that will not have any adverse affect on the building foundations.
26	The lamp power density or illumination power density of artificial lighting, excluding heaters that emit light, must not exceed the allowance of 5W/m ² in a Class 1 building, 4W/m ² on a verandah, balcony or the like attached to a Class 1 building and 3W/m ² in a Class 10 building associated with a Class 1 building.
27	Pool fencing must comply with AS1926. Gates and doors must be self closing and be fitted with locks 1.5m high in accordance with AS1926.
28	Pool filtration system to comply with AS 1926.3.
29	Temporary fencing is to be erected immediately the pool is filled with water and be to the satisfaction and approval of the relevant building surveyor.
30	No water to be filled prior to the Final Certificate.
31	The dwelling is to be protected from Termites in accordance with Part 3.1.4 of the BCA and AS3660.1 as applicable. Certificate of Installation is to be supplied and a durable notice installed within the meter box or other prominent location.
32	An exhaust fan or other means of mechanical ventilation may be used to ventilate a sanitary compartment, laundry or bathroom provided contaminated air exhausts; (i) directly to outside the building by way of ducts; or, (ii) into a roof space that is ventilated to outdoor air through evenly distributed

No	Condition
	openings.
33	An exhaust system installed in a kitchen, bathroom, sanitary compartment or laundry must have a minimum flow rate of 25 L/s for a bathroom or sanitary compartment and 40 L/s for a kitchen or laundry.
34	WC doors where the jamb is within 1.2m of the pan are to be fitted with lift off hinges.
35	Construction of shower and flashings in wet areas to comply with Part 3.8.1 of the BCA and AS3740. Particular attention to be given to waterproofing floors and floor/wall junctions in rooms where a bath or unenclosed shower is installed and in WC's and laundry. An unenclosed shower includes an enclosure with frameless or semi frameless glass doors, shower curtains or a screen less than 1500mm long over a bath and will necessitate the provision of a floor waste. Certification from a suitable person will be required to ensure that wet areas have been waterproofed in accordance with the BCA.

Relevant Building Surveyor

Name: Craig Sharwood
 ACN: 609 349 377
 Address: 5/1 Ireland Street BRIGHT VIC 3741
 Email: info@alpinebuildingpermits.com.au
 Building practitioner registration no.: BS-U 25052

Permit No.: BS-U 25052 1950958450999

Date of Issue of Permit: 22/12/2022

Signature:



Terms and Conditions

1. Role of Alpine Building Permits and Consultants Pty Ltd

1.1 Professional Standard of Care

In performing the Services, Alpine Building Permits and Consultants Pty Ltd shall: (a) exercise the degree of reasonable skill, care and diligence; (b) and maintain the ethical standards; normally expected of the profession of building surveyors.

1.2 Notice of Matters Likely to Change Scope or Timing of Services

If Alpine Building Permits and Consultants Pty Ltd becomes aware of anything which may change the scope or timing or cost of the Services, then it shall as soon as practicable give written notice to the Client. The notice shall as far as practicable contain particulars of the change.

2. Payment to Alpine Building Permits and Consultants Pty Ltd for Services

2.1 Client to Make Payment

In consideration of the promise by Alpine Building Permits and Consultants Pty Ltd to perform the Services, the Client promises to pay to Alpine Building Permits and Consultants Pty Ltd the fees and the expenses as set out in **Alpine Building Permits and Consultants Pty Ltd's Letters**.

2.2 Timing of Payment

At or after the time that any part of the Services are performed by Alpine Building Permits and Consultants Pty Ltd, Alpine Building Permits and Consultants Pty Ltd may give the Client an account for that part of the Services performed and for any expenses incurred. The Client shall pay the full amount owing in respect of each account within fourteen (14) days of issue of the account.

2.3 Interest on Overdue Payment

In addition to all other rights and remedies of Alpine Building Permits and Consultants Pty Ltd, if the Client fails to pay all monies as and when due, Alpine Building Permits and Consultants Pty Ltd shall be entitled to recover interest at the higher of 15% per annum and the rate that is 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

2.4 Disputed Claims

If the Client disputes the whole or any portion of the amount claimed in an account submitted by Alpine Building Permits and Consultants Pty Ltd, then it shall pay that portion of the amount stated in the account which is not in dispute and it shall notify Alpine Building Permits and Consultants Pty Ltd in writing of the reasons for disputing the account. If it is established that some or all of the amount in dispute ought properly to have been paid at the time it was first claimed, then the Client shall pay the amount finally established together with interest on that amount in accordance with clause 3.3.

2.5 Payment of Costs if Building Works Delayed

If the performance of the Services is delayed beyond a reasonable period for any reason other than a breach of the Agreement by Alpine Building Permits and Consultants Pty Ltd, then the Client shall pay to Alpine Building Permits and Consultants Pty Ltd a reasonable sum of money to cover the consequential costs and expenses suffered by Alpine Building Permits and Consultants Pty Ltd as a result of the delay.

2.6 Effect of Termination on Right to Payment

If the engagement of Alpine Building Permits and Consultants Pty Ltd is terminated for any reason other than for breach of these Terms of Engagement by Alpine Building Permits and Consultants Pty Ltd, then Alpine Building Permits and Consultants Pty Ltd shall be entitled to pro rata payment for the Services carried out and consequential costs and expenses incurred as a result of the termination, for the period up to and including the date of termination.

2.7 Changes in Laws

If after the date of these Terms of Engagement there is any change to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any statutory authority and that change directly or indirectly increases or decreases the costs or expenses incurred by Alpine Building Permits and Consultants Pty Ltd in performing the Services, then the fees and expenses otherwise payable to Alpine Building Permits and Consultants Pty Ltd under these Terms of Engagement shall be increased or decreased accordingly.

3. Scope of Liability

3.1 Direct and Indirect Loss

The liability of Alpine Building Permits and Consultants Pty Ltd to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise shall be limited to the direct cost of rectifying the Building Works.

3.2 Maximum Amount of Liability

The maximum liability of Alpine Building Permits and Consultants Pty Ltd to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the amount of \$50,000.00.

3.3 Release

The Client releases Alpine Building Permits and Consultants Pty Ltd from, and agrees that Alpine Building Permits and Consultants Pty Ltd is not liable for, any liability or loss arising from or any costs incurred in connection with the Services in excess of the Alpine Building Permits and Consultants Pty Ltd's liability determined in accordance with clause 4.2.

3.4 Duration of Liability

Alpine Building Permits and Consultants Pty Ltd shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract tort or otherwise, at the expiration of one (1) year from the completion of the Services, and the Client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against Alpine Building Permits and Consultants Pty Ltd (or any employee of Alpine Building Permits and Consultants Pty Ltd) in respect of the Services after that date.

3.5 Extent of Warranty

Except to the extent imposed by law or specifically provided for in these Terms of Engagement, Alpine Building Permits and Consultants Pty Ltd does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law

hereby excluded. Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Engagement of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

3.6 Indemnity

The Client shall indemnify and keep indemnified Alpine Building Permits and Consultants Pty Ltd from and against all suits, actions, claims or demands by any person for any loss, damages, expense or costs as a result of any negligence or default by the Client.

4.0 Termination of Services

4.1 Termination by Client

Subject always to the provisions of the Building Act 1983 (as amended), the Client may by notice in writing served on Alpine Building Permits and Consultants Pty Ltd terminate the Alpine Building Permits and Consultants Pty Ltd's engagement under these Terms of Engagement:

(a) If Alpine Building Permits and Consultants Pty Ltd is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on Alpine Building Permits and Consultants Pty Ltd of a notice requiring the breach to be remedied; or
(b) If the Client serves on Alpine Building Permits and Consultants Pty Ltd a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after from the date of issue of the notice.

4.2 Termination by Alpine Building Permits and Consultants Pty Ltd Subject always to the provisions of the Building Act 1993 (as amended), Alpine Building Permits and Consultants Pty Ltd may by notice in writing served on the Client terminate Alpine Building Permits and Consultants Pty Ltd's obligations under these Terms of Engagement:

(a) If the Client is in breach of the conditions of any part of clause 3 hereof and the breach has not been remedied within seven (7) days (or such longer period as Alpine Building Permits and Consultants Pty Ltd may allow) of the service by Alpine Building Permits and Consultants Pty Ltd on the Client of a notice requiring the breach to be remedied; or
(b) If the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as Alpine Building Permits and Consultants Pty Ltd may allow) of the service by Alpine Building Permits and Consultants Pty Ltd on the Client of a notice requiring the breach to be remedied; or
(c) If Alpine Building Permits and Consultants Pty Ltd serves on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

4.3 Termination Not to Affect Rights in Respect of Prior Breaches

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of determination.

4.4 Work-in-Progress

If Alpine Building Permits and Consultants Pty Ltd's obligations are terminated, then the Client shall pay for all work in progress performed by Alpine Building Permits and Consultants Pty Ltd up until the date of termination.

5. General Matters

5.1 Transfer and Assignment

(a) Alpine Building Permits and Consultants Pty Ltd and the Client each binds itself and its partners (if any), successors, executors, administrators, permitted assigns and legal representatives to the other party to these Terms of Engagement and to the partners (if any), successors, executors, administrators, permitted assigns and legal representatives of the other party in respect to all covenants and obligations of these Terms of Engagement.

(b) Neither Alpine Building Permits and Consultants Pty Ltd nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under these Terms of Engagement.

(c) Nothing contained in this Clause shall prevent Alpine Building Permits and Consultants Pty Ltd from employing such persons or companies as it may deem appropriate to assist it in the performance of these Terms of Engagement.

5.2 Consultants

If circumstances arise which require the services of a specialist or expertise outside the field of Alpine Building Permits and Consultants Pty Ltd, then Alpine Building Permits and Consultants Pty Ltd may with the prior approval of the Client engage the appropriate consultant. The consultant shall be engaged at the Client's expense and on its behalf. The Client's approval shall not be unreasonably withheld.

6. Definitions and Interpretation

6.1 Definitions

Except where the context requires otherwise: "the Client" means the owner of the Property and to the extent appropriate includes the agents (including the builder), officers and employees of the owner; "fees", "expenses" and "Services" means the fees, expenses and Services referred to in Alpine Building Permits and Consultants Pty Ltd's Letters to the Client; "Alpine Building Permits and Consultants Pty Ltd's Letters" means Alpine Building Permits and Consultants Pty Ltd's correspondence setting out its proposal to the Client and its confirmation of its engagement by the Client; "Building Works", "owner" and "Property" mean the Building Works, owner and Property described on the Application for the Building Permit.

Severability The parties agree that a construction of these Terms of Engagement that results in all the provisions being enforceable is to be preferred to a construction that does not so result. If, however, a provision of these Terms of Engagement is illegal or unenforceable, then:

(a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed; and

T: 03 5755 1589 • E: info@alpinebuildingpermits.com.au

5/1 Ireland Street, Bright VIC 3741

www.alpinebuildingpermits.com.au

POWERED BY - PERMIT PRO  BETTER BUILT SOFTWARE

(b) in any other case, the whole provision is severed and the remainder of these Terms of Engagement continue in force.

Certificate of Final Inspection

Form 17 Building Act 1993 Building Regulations 2018 – Regulation 200



Certificate No: BS-U 25052 1950958450999

Property Details: Lot (30) 281 Boundary Road DROMANA VIC 3936
Title Details: LP/PS: 30\LP43570, Vol: 12186, Folio: 776
Municipal District: MORNINGTON PENINSULA SHIRE COUNCIL

Building Permit Details

Building Permit No.: BS-U 25052 1950958450999

Version of BCA applicable to building permit: BCA 2019 Volume 2 Amendment 1

Description of Building Work: Additions & Alterations to Dwelling (1a(a))

Part of Building	Permitted Use	BCA Class
Dwelling	Domestic	1a(a)

Exemption From, or Consent to Partial Compliance with, Certain Building Requirements

The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018.

Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018	Nature and Scope of Exemption
Whole of Building	An exemption has been granted under Regulation 233 to exempt the requirement to comply with BCA Volume 2 Section 3.12 (Energy Efficiency) as the building works are of a minor nature and less than 25% increase in floor area of the existing building.

Maintenance Determination

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

Directions to Fix Building Work

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

Relevant Building Surveyor

Name: Craig Sharwood
Address: 5/1 Ireland Street BRIGHT VIC 3741

T: 03 5755 1589 • E: info@alpinebuildingpermits.com.au

5/1 Ireland Street, Bright VIC 3741

www.alpinebuildingpermits.com.au

POWERED BY - PERMIT PRO  BETTER BUILT SOFTWARE

Email: info@alpinebuildingpermits.com.au
Building practitioner registration no.: BS-U 25052

Certificate No.: BS-U 25052 1950958450999

Date of Issue: 6/12/2024

Signature:

A handwritten signature in black ink, appearing to be 'DL' or similar, written in a cursive style.



BUILDING PERMIT

ISSUED 22/12/2022

NUMBER BS-U 25052-1950958450999

RELEVANT BUILDING SURVEYOR

Elyssa Svarc

BS-U 25052

281 Boundary Rd

DROMANA

VIC 3936

TERMINAL PROTECTION REQUIRED

BUSINESS PROTECTION REQUIRED

Domestic Building Insurance

Certificate of Insurance

Policy Number:

C751083

Policy Inception Date:

25/11/2022

Builder Account Number:

399090

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

Policy Schedule Details

Domestic Building Work: **C04: Alterations/Additions/Renovations - Structural**At the property: **281 Boundary Rd DROMANA VIC 3936 Australia**Carried out by the builder: **JDS BUILD CO PTY LTD**Builder ACN: **646740883**

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): **Elyssa Svarc**Pursuant to a domestic building contract dated: **05/10/2022**For the contract price of: **\$ 240,000.00**Type of Cover: **Cover is only provided if JDS BUILD CO PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***


PLEASE CHECK

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

IMPORTANT

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

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



BUILDING PERMIT

ISSUED 22/12/2022
NUMBER 58450999

Period of Cover

RELEVANT BUILDING SURVEYOR
Craig Sharwood
BS-U 25052

TERMITE PROTECTION REQUIRED
BUSHFIRE PROTECTION REQUIRED

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*

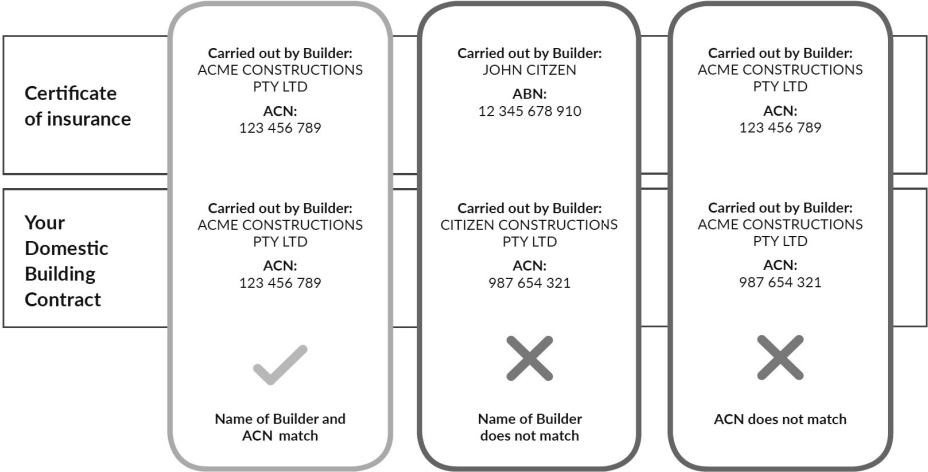
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,318.00
GST:	\$131.80
Stamp Duty:	\$144.98
Total:	\$1,594.78

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



Building Permit

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



Permit No: BS-L 38671 9368320414356

Issued To - AGENT

Name: Joel Svarc
ACN:
Postal Address: 7 Hillman Avenue MCCRAE, VIC 3938
Email: jdsbuildingconstructions@gmail.com

Address for Serving or Giving of Documents

Address: 281 Boundary Road DROMANA VIC 3936
Contact Person: Elyssa Svarc
Phone: 0434 269 404

Ownership Details

Name: Elyssa Svarc
ACN:
Postal Address: 281 Boundary Road DROMANA, VIC 3936
Email: elyssa3000@gmail.com
Contact Person: Elyssa Svarc
Phone: 0434 269 404

Property Details

Address: Lot (30) 281 Boundary Road DROMANA VIC 3936
Title Details: LP/PS: 43570, Vol: 12186, Folio: 776
Municipal District: Mornington Peninsula Shire Council

Builder

Name: JDS Build Co Pty Ltd
Phone: 0409 566 317
ACN: 646 740 883
Registration No. CDB-U 71173
Postal Address: 7 Hillman Ave MCCRAE, VIC 3938

This builder is specified under section 24B(4) of the Building Act 1993 for the building work to be carried out under this permit.

Natural Person for Service of Directions, Notices and Orders

Name: Joel Svarc
Phone: 0409 566 317
Postal Address: 7 Hillman Ave MCCRAE, VIC 3938

Building Practitioner or Architect Engaged to Prepare Documents for this Permit

Name	Category/Class	Registration No.
John Weatherlake	Professional Engineer	PE 0003998

Details of Domestic Building Work Insurance

Name of Builder: JDS Build Co Pty Ltd
 Insurance Provider: Victorian Managed Insurance Authority
 Policy Number: C826509
 Policy Issued: 22/09/2023
 Policy Cover: \$300,000

Nature of Building Work

Construction of Deck (1a) and Swimming Pool & Barrier (10b)

Version of BCA applicable to Permit: BCA 2022 Volume 2
 Stage of building work permitted: As shown on the approved plans
 Total floor area of new building work in m2: 27.0
 Cost of building work (this stage): \$50,000
 Cost of building work (all stages): \$50,000

Building Classification

Nature of Work	Part of Building	BCA Classification
Construction of	Swimming Pool & Barrier	10b
Construction of	Deck	1a(a)

Performance Solutions

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

No	Relevant Performance Requirement	Details of Performance Solution
1	H2P4 Drainage from swimming pools	The pool drainage system is to be directly and permanently connected to the sewerage system and is to be discharged to the sewerage system using a pool discharge pump. All connections to the sewerage system will be in accordance with AS/NZS 3500.2:2021 – Plumbing and drainage Part 2: Sanitary plumbing and drainage, Clause 13.22.

Protection Work

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

Inspection Requirements

The mandatory notification stages are -

- Pool Excavation
- Stump Hole
- Sub Floor
- Pool Steel
- Pool Final

Occupation or Use of Building

A Certificate of Final Inspection is required prior to the occupation or use of this building.

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

Commencement and Completion

This building work must commence by 4/12/2024.

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

This building work must be completed by Within 6 months of commencement date.

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

Documents Supporting Application

Document Name	Prepared By	Ref No	Issued
Application Form			1/12/2023
Architectural Plans			29/11/2023
BAL-12.5 Construction Requirements			15/11/2023
Builders Contract Extract			25/10/2023
Builders Warranty Insurance Policy			27/09/2023
Engineers Computations & Form 126			27/09/2023
Engineers Plans			25/10/2023
Glass Barrier Specs			2/11/2023
Hardie Smart Boundary Wall System - FRL			21/11/2023
Outlet cover Test Report			2/11/2023
Performance Based Design Brief (PBDB) - swimming pool drainage			17/11/2023
Performance Based Design Report	DDEG		30/11/2023
Performance Solution Determination			4/12/2023
Performance Solution Form 126	DDEG		30/11/2023
Performance Solution Report - by owner (not accepted)			2/11/2023
Plan of Subdivision			12/10/2023
Planning Permit			31/10/2023
Planning Permit - Endorsed Planning Drawings			31/10/2023
Pool Gate, Hinge & Latch - Glazing - Test Report			21/11/2023
Soil Report or Bore Log Test			25/10/2023
Title			27/09/2023

Permit Conditions

This building permit is subject to the following conditions –

No	Condition
1	Any building work done pursuant to this building permit shall comply with the Building Act 1993 and the Building Regulations 2018 and with any conditions or requirements imposed in accordance with the Act or Regulations.
2	The work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress.
3	Any variation or change to building work as detailed on the stamped plans MUST be approved by the relevant building surveyor prior to works being undertaken.
4	Appropriate signage must be displayed at the front of the property visible to the public advising: Builders Name, Reg. Number, contact details, Building Permit number and date of issue.
5	The owner and/or builder shall be responsible to define, by survey, the boundaries of the allotment.

T: 03 5755 1589 • E: info@alpinebuildingpermits.com.au

5/1 Ireland Street, Bright VIC 3741

www.alpinebuildingpermits.com.au

POWERED BY - PERMIT PRO  BETTER BUILT SOFTWARE

No	Condition
6	There must be no unauthorized encroachment of any part of the work beyond the building alignment.
7	It is the owner(s) and/or agent's responsibility to ensure all Council Local Laws and regulations have been complied with.
8	Pool fencing must comply with AS 1926.1. Gates must be self-closing and self-latching in accordance with AS 1926.1.
9	Pool filtration system to comply with AS 1926.3.
10	The person in charge of carrying out the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stages. Building works must not proceed beyond any mandatory inspection stage until the required inspection has been completed and approved.
11	The Domestic Building Contracts and Tribunal Act 1995 applies to the building work approved by this permit.
12	Hoardings must be provided where necessary to protect the public from injury or access to the building site. A permit may be required from the local authority for Asset Protection prior to commencing building work.
13	All glazing is required to comply with the Part H1D8 of the BCA and/or AS1288.
14	Pool must not be filled with water prior to the issue of a Certificate of Final.

Relevant Building Surveyor

Name: Cloete Van Wyk
 ACN: 609 349 377
 Address: 5/1 Ireland Street BRIGHT VIC 3741
 Email: info@alpinebuildingpermits.com.au
 Building practitioner registration no.: BS-L 38671

Permit No.: BS-L 38671 9368320414356
 Date of Issue of Permit: 4/12/2023

Signature:



Terms and Conditions

1. Role of Alpine Building Permits and Consultants Pty Ltd

1.1 Professional Standard of Care

In performing the Services, Alpine Building Permits and Consultants Pty Ltd shall:

- (a) exercise the degree of reasonable skill, care and diligence;
- (b) and maintain the ethical standards;

normally expected of the profession of building surveyors.

1.2 Notice of Matters Likely to Change Scope or Timing of Services

If Alpine Building Permits and Consultants Pty Ltd becomes aware of anything which may change the scope or timing or cost of the Services, then it shall as soon as practicable give written notice to the Client. The notice shall as far as practicable contain particulars of the change.

2. Payment to Alpine Building Permits and Consultants Pty Ltd for Services

2.1 Client to Make Payment

In consideration of the promise by Alpine Building Permits and Consultants Pty Ltd to perform the Services, the Client promises to pay to Alpine Building Permits and Consultants Pty Ltd the fees and the expenses as set out in **Alpine Building Permits and Consultants Pty Ltd's** Letters.

2.2 Timing of Payment

At or after the time that any part of the Services are performed by Alpine Building Permits and Consultants Pty Ltd, Alpine Building Permits and Consultants Pty Ltd may give the Client an account for that part of the Services performed and for any expenses incurred. The Client shall pay the full amount owing in respect of each account within fourteen (14) days of issue of the account.

2.3 Interest on Overdue Payment

In addition to all other rights and remedies of Alpine Building Permits and Consultants Pty Ltd, if the Client fails to pay all monies as and when due, Alpine Building Permits and Consultants Pty Ltd shall be entitled to recover interest at the higher of 15% per annum and the rate that is 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

2.4 Disputed Claims

If the Client disputes the whole or any portion of the amount claimed in an account submitted by Alpine Building Permits and Consultants Pty Ltd, then it shall pay that portion of the amount stated in the account which is not in dispute and it shall notify Alpine Building Permits and Consultants Pty Ltd in writing of the reasons for disputing the account. If it is established that some or all of the amount in dispute ought properly to have been paid at the time it was first claimed, then the Client shall pay the amount finally established together with interest on that amount in accordance with clause 3.3.

2.5 Payment of Costs if Building Works Delayed

If the performance of the Services is delayed beyond a reasonable period for any reason other than a breach of the Agreement by Alpine Building Permits and Consultants Pty Ltd, then the Client shall pay to Alpine Building Permits and Consultants Pty Ltd a reasonable sum of money to cover the consequential costs and expenses suffered by Alpine Building Permits and Consultants Pty Ltd as a result of the delay.

2.6 Effect of Termination on Right to Payment

If the engagement of Alpine Building Permits and Consultants Pty Ltd is terminated for any reason other than for breach of these Terms of Engagement by Alpine Building Permits and Consultants Pty Ltd, then Alpine Building Permits and Consultants Pty Ltd shall be entitled to pro rata payment for the Services carried out and consequential costs and expenses incurred as a result of the termination, for the period up to and including the date of termination.

2.7 Changes in Laws

If after the date of these Terms of Engagement there is any change to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any statutory authority and that change directly or indirectly increases or decreases the costs or expenses incurred by Alpine Building Permits and Consultants Pty Ltd in performing the Services, then the fees and expenses otherwise payable to Alpine Building Permits and Consultants Pty Ltd under these Terms of Engagement shall be increased or decreased accordingly.

3. Scope of Liability

3.1 Direct and Indirect Loss

The liability of Alpine Building Permits and Consultants Pty Ltd to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise shall be limited to the direct cost of rectifying the Building Works.

3.2 Maximum Amount of Liability

The maximum liability of Alpine Building Permits and Consultants Pty Ltd to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the amount of \$50,000.00.

3.3 Release

The Client releases Alpine Building Permits and Consultants Pty Ltd from, and agrees that Alpine Building Permits and Consultants Pty Ltd is not liable for, any liability or loss arising from or any costs incurred in connection with the Services in excess of the Alpine Building Permits and Consultants Pty Ltd's liability determined in accordance with clause 4.2.

3.4 Duration of Liability

Alpine Building Permits and Consultants Pty Ltd shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract tort or otherwise, at the expiration of one (1) year from the completion of the Services, and the Client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against Alpine Building Permits and Consultants Pty Ltd (or any employee of Alpine Building Permits and Consultants Pty Ltd) in respect of the Services after that date.

3.5 Extent of Warranty

Except to the extent imposed by law or specifically provided for in these Terms of Engagement, Alpine Building Permits and Consultants Pty Ltd does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Engagement of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

3.6 Indemnity

The Client shall indemnify and keep indemnified Alpine Building Permits and Consultants Pty Ltd from and against all suits, actions, claims or demands by any person for any loss, damages, expense or costs as a result of any negligence or default by the Client.

4.0 Termination of Services

4.1 Termination by Client

Subject always to the provisions of the Building Act 1983 (as amended), the Client may by notice in writing served on Alpine Building Permits and Consultants Pty Ltd terminate the Alpine Building Permits and Consultants Pty Ltd's engagement under these Terms of Engagement:

- (a) If Alpine Building Permits and Consultants Pty Ltd is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on Alpine Building Permits and Consultants Pty Ltd of a notice requiring the breach to be remedied; or
- (b) If the Client serves on Alpine Building Permits and Consultants Pty Ltd a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after from the date of issue of the notice.

4.2 Termination by Alpine Building Permits and Consultants Pty Ltd Subject always to the provisions of the Building Act 1993 (as amended), Alpine Building Permits and Consultants Pty Ltd may by notice in writing served on the Client terminate Alpine Building Permits and Consultants Pty Ltd's obligations under these Terms of Engagement:

- (a) If the Client is in breach of the conditions of any part of clause 3 hereof and the breach has not been remedied within seven (7) days (or such longer period as Alpine Building Permits and Consultants Pty Ltd may allow) of the service by Alpine Building Permits and Consultants Pty Ltd on the Client of a notice requiring the breach to be remedied; or
- (b) If the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as Alpine Building Permits and Consultants Pty Ltd may allow) of the service by Alpine Building Permits and Consultants Pty Ltd on the Client of a notice requiring the breach to be remedied; or
- (c) If Alpine Building Permits and Consultants Pty Ltd serves on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

4.3 Termination Not to Affect Rights in Respect of Prior Breaches

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of determination.

4.4 Work-in-Progress

If Alpine Building Permits and Consultants Pty Ltd's obligations are terminated, then the Client shall pay for all work in progress performed by Alpine Building Permits and Consultants Pty Ltd up until the date of termination.

5. General Matters

5.1 Transfer and Assignment

(a) Alpine Building Permits and Consultants Pty Ltd and the Client each binds itself and its partners (if any), successors, executors, administrators, permitted assigns and legal representatives to the other party to these Terms of Engagement and to the partners (if any), successors, executors, administrators, permitted assigns and legal representatives of the other party in respect to all covenants and obligations of these Terms of Engagement.

(b) Neither Alpine Building Permits and Consultants Pty Ltd nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under these Terms of Engagement.

(c) Nothing contained in this Clause shall prevent Alpine Building Permits and Consultants Pty Ltd from employing such persons or companies as it may deem appropriate to assist it in the performance of these Terms of Engagement.

5.2 Consultants

If circumstances arise which require the services of a specialist or expertise outside the field of Alpine Building Permits and Consultants Pty Ltd, then Alpine Building Permits and Consultants Pty Ltd may with the prior approval of the Client engage the appropriate consultant. The consultant shall be engaged at the Client's expense and on its behalf. The Client's approval shall not be unreasonably withheld.

6. Definitions and Interpretation

6.1 Definitions

Except where the context requires otherwise: "the Client" means the owner of the Property and to the extent appropriate includes the agents (including the builder), officers and employees of the owner, "fees", "expenses" and "Services" means the fees, expenses and Services referred to in Alpine Building Permits and Consultants Pty Ltd's Letters to the Client; "Alpine Building Permits and Consultants Pty Ltd's Letters" means Alpine Building Permits and Consultants Pty Ltd's correspondence setting out its proposal to the Client and its confirmation of its engagement by the Client; "Building Works", "owner" and "Property" mean the Building Works, owner and Property described on the Application for the Building Permit.

Severability The parties agree that a construction of these Terms of Engagement that results in all the provisions being enforceable is to be preferred to a construction that does not so result. If, however, a provision of these Terms of Engagement is illegal or unenforceable, then:

- (a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed; and
- (b) in any other case, the whole provision is severed and the remainder of these Terms of Engagement continue in force.

T: 03 5755 1589 • E: info@alpinebuildingpermits.com.au

5/1 Ireland Street, Bright VIC 3741

www.alpinebuildingpermits.com.au

POWERED BY - PERMIT PRO  BETTER BUILT SOFTWARE

Certificate of Final Inspection

Form 17 Building Act 1993 Building Regulations 2018 – Regulation 200

Certificate No: BS-L 38671 9368320414356



Property Details: Lot (30) 281 Boundary Road DROMANA VIC 3936
Title Details: LP/PS: 43570, Vol: 12186, Folio: 776
Municipal District: MORNINGTON PENINSULA SHIRE COUNCIL

Building Permit Details

Building Permit No.: BS-L 38671 9368320414356
Version of BCA applicable to building permit: BCA 2022 Volume 2

Description of Building Work: Construction of Deck (1a) and Swimming Pool & Barrier (10b)

Part of Building	Permitted Use	BCA Class
Swimming Pool & Barrier	Domestic	10b
Deck	Domestic	1a(a)

Maintenance Determination

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

Directions to Fix Building Work

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

Relevant Building Surveyor

Name: Cloete Van Wyk
Address: 5/1 Ireland Street BRIGHT VIC 3741
Email: info@alpinebuildingpermits.com.au
Building practitioner registration no.: BS-L 38671

Certificate No.: BS-L 38671 9368320414356
Date of Issue: 12/06/2024
Signature:

A handwritten signature in black ink, appearing to read "Cloete Van Wyk".



Domestic Building Insurance

Certificate of Insurance

Elyssa Svarc
281 Boundary Rd
DROMANA
VIC 3936

Policy Number:
C826509

Policy Inception Date:
22/09/2023

Builder Account Number:
399090

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: **C05: Swimming Pools**

At the property: **Lot 30 281 Boundary Rd DROMANA VIC 3936 Australia**

Carried out by the builder: **JDS BUILD CO PTY LTD**

Builder ACN: **646740883**

! 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): **Elyssa Svarc**

Pursuant to a domestic building contract dated: **08/09/2023**

For the contract price of: **\$ 50,000.00**

Type of Cover: **Cover is only provided if JDS BUILD CO PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

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

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

PLEASE CHECK

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

IMPORTANT

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

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



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*

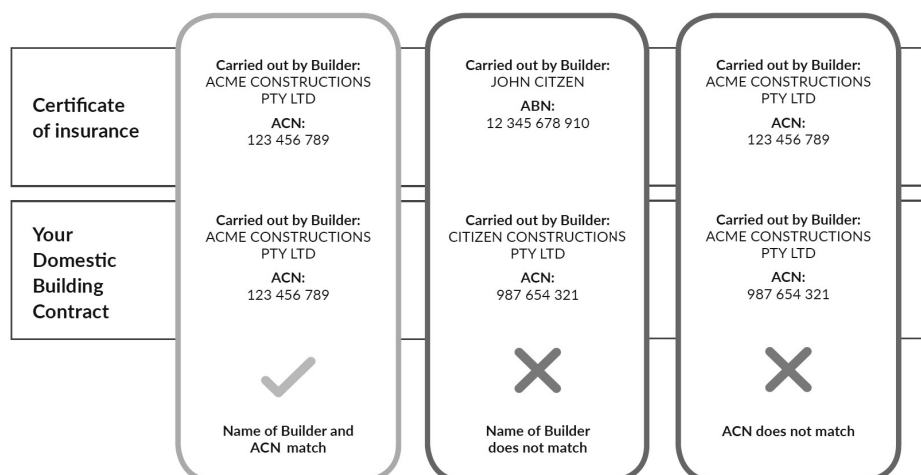
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,231.00
GST:	\$123.10
Stamp Duty:	\$135.41
Total:	\$1,489.51

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



Certificate of Pool and Spa Barrier Compliance

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



Issued to:

1. Owner of the land on which the swimming pool or spa is located: Elyssa Svarc
2. Postal Address: 281 Boundary Road DROMANA, VIC 3936
3. Telephone Number: 0434 269 404
4. Email Address: elyssa3000@gmail.com

Property Details

Number:	Street/Road:	City/Suburb/Town:	Postcode:
281	Boundary Road	DROMANA	3936
Lot/s: 30	LP/PS: 43570	Volume: 12186	Folio: 776
Crown Allot:	Section:	Parish:	County:
Municipal district: Mornington Peninsula Shire Council			

Type of Swimming Pool or Spa

- Permanent swimming pool ☒
- Permanent spa ☐
- Relocatable swimming pool ☐
- Relocatable spa ☐

5. Date of construction of the swimming pool or spa: 4/12/2023
6. Applicable barrier standard: AS 1926.1-2012
7. The applicable barrier standard applies under:
 - Division 2 of Part 9A of the Building Regulations 2018 ☐
 - relevant deemed to satisfy provisions of the BCA ☒
 - a performance solution in accordance with the BCA ☐
8. Date(s) of inspection(s) of the barrier: 11/06/2024

Certificate of Compliance

Following inspection of the Swimming Pool barrier on the date(s) referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard. I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Date: 11/06/2024
 Name of registered building practitioner: Cloete Van Wyk
 Building practitioner registration number: IN-U 37570

Vendor GST Withholding Notice

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

To: THE PURCHASER

From: Elyssa Michelle Svarc, 7 Hillman Avenue, McCrae VIC 3938

Property Address: 281 Boundary Road, Dromana VIC 3936

Lot: 30 Plan of subdivision: 43570

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 32 STATEMENT
281 Boundary Road, Dromana VIC 3936

DATED

VENDOR:.
Elyssa Michelle Svarc

VENDORS STATEMENT

Vendor's Representative

**BROWNLOW
CONVEYANCING**

PO Box 102

Somerville Vic 3912

Email:

jenny@brownlowconveyancing.com.au

Tel: (03) 5978 0540

Ref: JB:3061