



**A:** Level 8, 80 Dorcas Street, Southbank 3006  
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**E:** contact@ABMorison.com.au      **W:** www.ABMorison.com.au

## VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

**SELLER**                      **C.J. Parkes Pty Ltd (A.C.N. 136 178 893)**  
                                      **as Trustee for C J Parkes Superannuation Fund (A.B.N. 85 088 065 929)**

**LAND BEING SOLD**      That part of the land which is presently fenced and/or occupied by the seller and contained only within the land described in **Certificate of Title: VOLUME 12465 FOLIO 286** and known as

**STREET ADDRESS**      **Unit 5, 13 Vista Court, Gembrook VIC 3783**

### IMPORTANT NOTICES TO PURCHASERS

**1. MATTERS RELATING TO LAND USE** - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

- a) Description: Registered easement as per title search and/ or attachments, agreement instrument no. **AH685840W & AJ351561X** as per title search and/ or attachments.
- b) Particulars of any existing failure to comply with their terms are: - None to the vendor's knowledge.

However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There **is** access to the property by road.

The land **is** in a bushfire prone area.

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property Information concerning any planning instrument -

Name of planning instrument:	See attached property report
The responsible authority is:	See attached property report
Zoning and/or Reservation:	See attached property report
Name of Planning overlay:	See attached property report

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.

## **2. FINANCIAL MATTERS IN RESPECT OF THE LAND**

Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any owners corporation charges and interest) are contained in the attached certificates or their total does not exceed: **\$6,000.00**

1. Cardinia Shire Council
2. Yarra Valley Water
3. OC 1 & OC 2 PS633872J – managed by Somersault network Pty Ltd
4. State Revenue Office Land Tax (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:

1. Owners corporation (if applicable) special levies
2. Land tax if the property is not exempt as your principal place of residence
3. Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.
4. Congestion levy for carparks (if in applicable area and your use does not entitle you to an exemption)
5. Land Tax may be applicable if land value exceeds \$250,000.00 or a change of use occurs. A purchaser will remain liable for any adjusted increase in a new assessment issued after the 31 December of the year preceding the vendor's execution of this vendors statement.

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: **If any as contained in the attached certificates and searches.**

## **3. SERVICES:**

The following services are **connected** to the land:

- a) Electricity
- b) Gas
- c) Water
- d) Sewerage
- e) Telephone

The following services are **not connected** to the land:

Not applicable.

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. It is the responsibility of the purchaser to pay all costs to transfer or reconnect the services you require.

## **4. INFORMATION RELATING TO ANY OWNERS CORPORATION-**

The land is affected by an owner's corporation, and a copy of the current owner's corporation certificate and documents required to accompany the owner's corporation certificate under section 151(4)(b) of the act are attached.

## **5. EVIDENCE OF TITLE-** Attached are copies of the following document/s concerning Title:

- (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 in the second or a subsequent stage, a copy of the plan for the first stage; and
  - II. Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; 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 staged 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 later plan has not yet been certified, a copy of the latest version of the plan

**6. BUILDING PERMITS-** Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence):

Is contained in the attached certificate/s.

**7. INSURANCE DETAILS IN RESPECT OF THE LAND-** The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation.

**8. NOTICES MADE IN RESPECT OF LAND-** 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 that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order 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 are contained in certificates herein if applicable.

Whether there are any notices pursuant to section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.

**VENDOR'S UNDERTAKINGS ONLY TO THE VENDORS REPRESENTATIVE**

I confirm that this statement and the representations and warranties given by me in lieu of requisitions have been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full disclosure of all relevant information. I am aware that AB Morison Conveyancing have only been employed to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of: (a) any variation between the land occupied by me and the land described in the certificate/s of title; (b) any encumbrances not disclosed in this document; (c) any failure to obtain any necessary planning, building or other permits; (d) the property being affected by any environmental, landslip, flooding, fill, latent defects or historical significance issues; (e) any contingent or proposed liabilities affecting any body corporate including any relating to the undertaking of repairs to the property; (f) my occupation of any adjacent land which is not contained in the land being sold; (g) any buildings erected over any easements; (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and; (i) any proposal in relation to any other land which may affect the land being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, titles, notices or documents including, but without limiting the generality of the forgoing, any information, conditions, titles or documents required or that later may be deemed to be required by section 32 of the Sale of Land Act 1962, the Domestic Building Contracts and Tribunal Act 1995 and/or any other act or regulation. I agree that this vendor's statement and the documents herewith (including the search of the title) must be updated at the expiration of six calendar months from the date of the search of the title herewith. I will not hold AB Morison Conveyancing responsible if the vendor's statement is not so updated or if it is used by any real estate agent other than the one to whom it is first forwarded to by AB Morison Conveyancing.

I undertake to keep the property and all improvements therein and thereon, fully insured for their full replacement cost (new for old) until the final settlement of the matter.

DATE OF THIS STATEMENT                      13/09/2023  
.....

Signature of Vendor                              *colin parkes*  
colin parkes [Sep 13, 2023 15:27 GMT+10]  
.....  
**Colin James Parkes**  
**as Director of C.J. Parkes Pty Ltd (A.C.N. 136 178 893)**  
**as Trustee for C J Parkes Superannuation Fund (A.B.N. 85 088 065 929)**

PURCHASER'S ACKNOWLEDGEMENTS

The purchaser hereby acknowledges that prior to the execution of the contract or any other contract, agreement or document whatsoever in relation to the purchase of the land the purchaser received from the vendor or the vendor's agent a copy of this vendor's statement signed by the vendor. The purchaser also acknowledges that the information herein is provided solely by the vendor, that the vendor's undertakings only to the vendor's representative, shall not enure for his benefit and that no statements or representations whatsoever are made by AB Morison Conveyancing as to anything in relation to the property.

UPDATED OWNERS CORPORATION INFORMATION

The purchaser agrees that if he requires any information in the owners corporation certificate to be updated at any time, he will apply and pay for any further owners corporation certificate or information.

DATE OF ACKNOWLEDGMENT .....

*Signature/s of Purchaser/s* .....

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

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

VOLUME 12465 FOLIO 286

Security no : 124108949383L  
Produced 08/09/2023 11:50 AM

LAND DESCRIPTION

Lot 16 on Plan of Subdivision 633872J.  
PARENT TITLE Volume 11324 Folio 263  
Created by instrument AW699650T 04/04/2023

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
C.J. PARKES PTY LTD of SHOP 1 321 KOORNANG ROAD CARNEGIE VIC 3163  
AJ742096U 21/06/2012

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AH685840W 21/12/2010

AGREEMENT Section 173 Planning and Environment Act 1987  
AJ351561X 02/12/2011

DIAGRAM LOCATION

SEE PS633872J 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: UNIT 5 13 VISTA COURT GEMBROOK VIC 3783

ADMINISTRATIVE NOTICES

NIL


eCT Control 16816J BROKEN HEAD INVESTMENTS PTY LTD  
Effective from 05/04/2023

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS633872J  
OWNERS CORPORATION 2 PLAN NO. PS633872J

DOCUMENT END

**PLAN OF SUBDIVISION** STAGE No. LRS use only  
**EDITION 3**

**PS633872J**  
12/01/2011 \$1029.30 PS  
  
Statement of Compliance/  
Exemption Statement  
Received   
Date 12 / 1 / 2011

**Location of Land**  
Parish: GEMBROOK  
Township: -  
Section: -  
Crown Allotment: A II (PART)  
Crown Portion: -  
LRS Base Record: DCMB  
Title Reference:  
Last Plan Reference: LOT A ON PS 549188R  
Postal Address: II - 15 VISTA COURT,  
(at time of subdivision) GEMBROOK 3783  
MGA Co-ordinates E 372 790 Zone 55  
(of approx. centre of land N 5 798 335  
in plan)

**Council Certification and Endorsement**  
Council Name: CARDINIA SHIRE COUNCIL  
Ref: 509/196  
1. This plan is certified under section 6 of the Subdivision Act 1988.  
2. This plan is certified under section 11(7) of the Subdivision Act 1988.  
Date of original certification under section 6 9/9/2010  
3. This is a statement of compliance issued under section 21 of Subdivision Act 1988.  
**OPEN SPACE**  
(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.  
(ii) The requirement has been satisfied.  
(iii) The requirement is to be satisfied in Stage.....  
Council Delegate  
Council Seat  
Date  
Re-certified under section 11(7) of the Subdivision Act 1988  
Council Delegate *cmurphy*  
Council Seat  
Date 28/1/2011

**THIS IS A LAND VICTORIA COMPILED PLAN**  
FOR DETAILS SEE MODIFICATION TABLE HEREIN

**Vesting of roads and/or Reserves**

Identifier	Council/Body/Person
NIL	NIL

**Notations**  
**Survey** This plan is based on survey  
This survey has been connected to permanent marks no(s)  
In proclaimed Survey Area No. -

**Staging** This is a staged  
Subdivision, Planning Permit No. T090672a

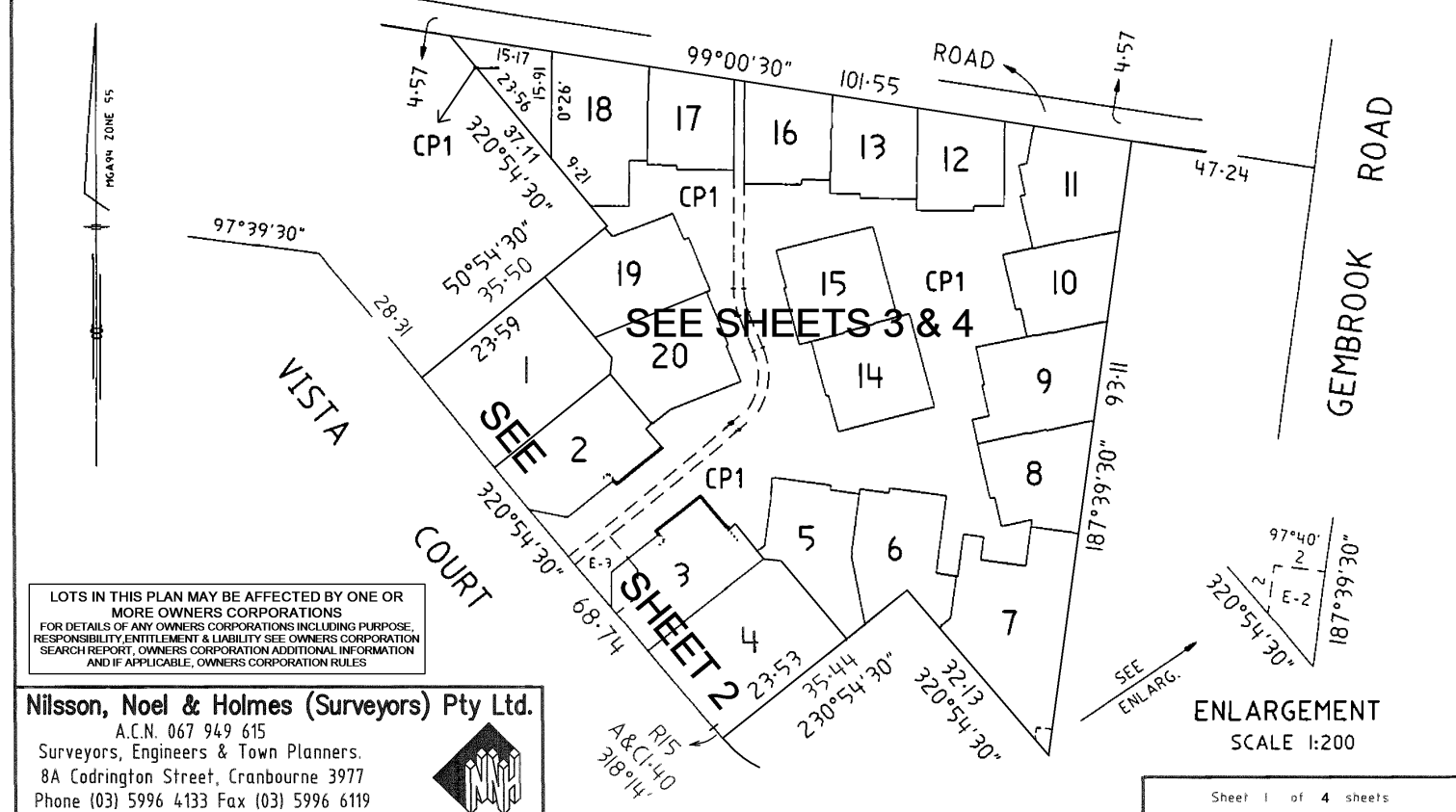
**Easement Information**  
**Legend:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

**Depth Limitation**  
DOES NOT APPLY

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.

Easement Reference	Purpose	Width (metres)	Origin	Land benefited/in favour of
E-1	POWERLINE	1.50	PS 633872J (STAGE 1) & SEC.88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY. LTD.
E-2	DRAINAGE	2	PS 549188R	CARDINIA SHIRE COUNCIL
E-3	SEWERAGE	SEE DIAG.	PS 633872J (STAGE 2)	YARRA VALLEY WATER LIMITED
E-4	PARTY WALL	SEE DIAG.	PS 633872J (STAGE 3)	THE RELEVANT ABUTTING LOT

**Boundaries shown by continuous thick lines are defined by buildings.**  
**Location of Boundaries Defined by Buildings.**  
Exterior Face: ALL BOUNDARIES  
CP1: DENOTES COMMON PROPERTY No.1

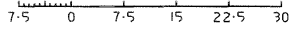


LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS  
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**  
A.C.N. 067 949 615  
Surveyors, Engineers & Town Planners.  
8A Codrington Street, Cranbourne 3977  
Phone (03) 5996 4133 Fax (03) 5996 6119

**ENLARGEMENT**  
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Sheet 1 of 4 sheets

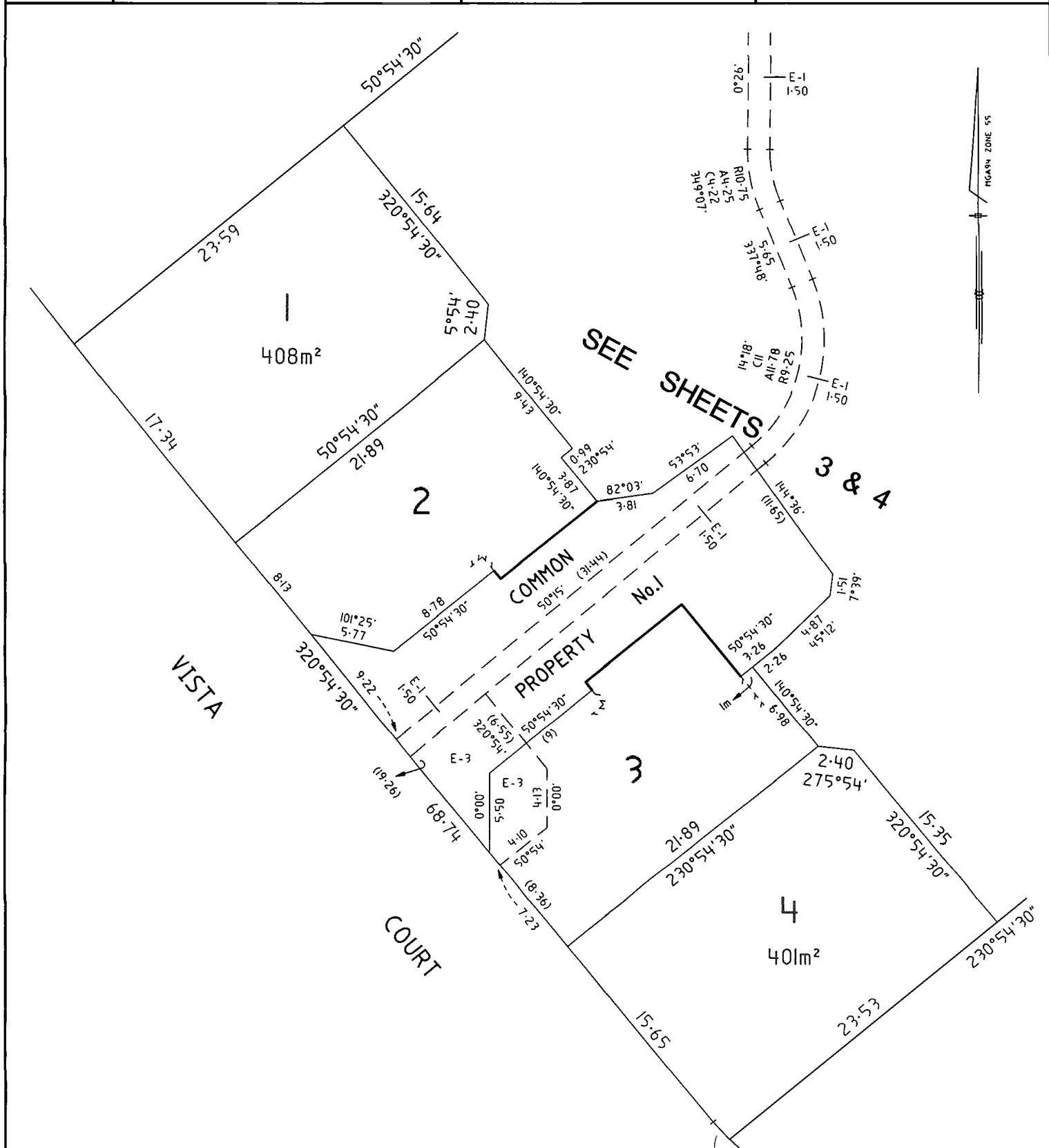
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SCALE SHEET SIZE 1:750 A3  
LENGTHS ARE IN METRES



LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS  
SIGNATURE *[Signature]* DATE 28/01/2011  
REF 9588  
DWG No. 9588S-1 VER 04 DISK No. USB016

*cmurphy*  
DATE 28 / 1 / 2011  
COUNCIL DELEGATE SIGNATURE

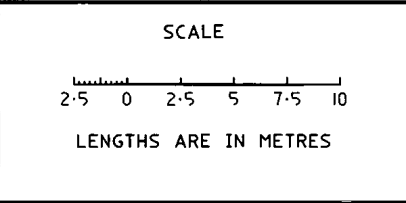
<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 633872J</b>
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 Surveyors, Engineers & Town Planners.  
 8A Codrington Street, Cranbourne 3977  
 Phone (03) 5996 4133 Fax (03) 5996 6119



ORIGINAL  
 SCALE  
 SHEET SIZE  
 A3  
 1:250



LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS  
 SIGNATURE *[Signature]* DATE 10/08/2011  
 REF 9588  
 DWG No. 9588S-2 VER 05

SHEET 2

*[Signature]*  
 DATE 23/8 2011  
 COUNCIL DELEGATE SIGNATURE  
 Original sheet size A3

R15  
 A & C1-4-0  
 'H1816'

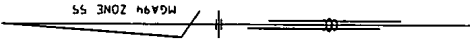
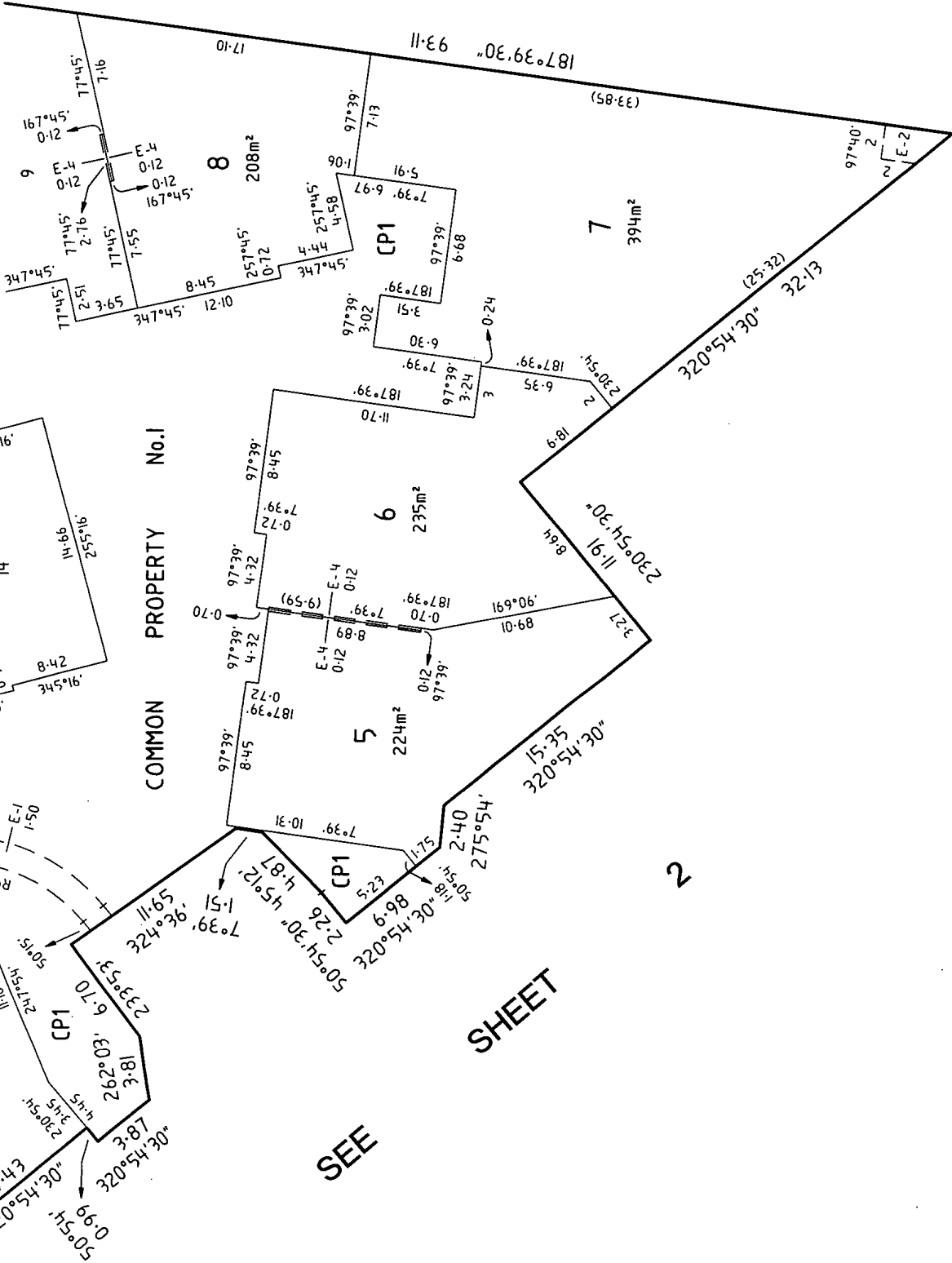


PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 633872J



SHEET 3

...*Caruaphy*...  
 DATE 22/11 2011  
 COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS...  
 SIGNATURE *[Signature]* DATE 17/08/2011  
 REF 9588  
 DWG No 9588S-3 VER 05

SCALE  
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 LENGTHS ARE IN METRES

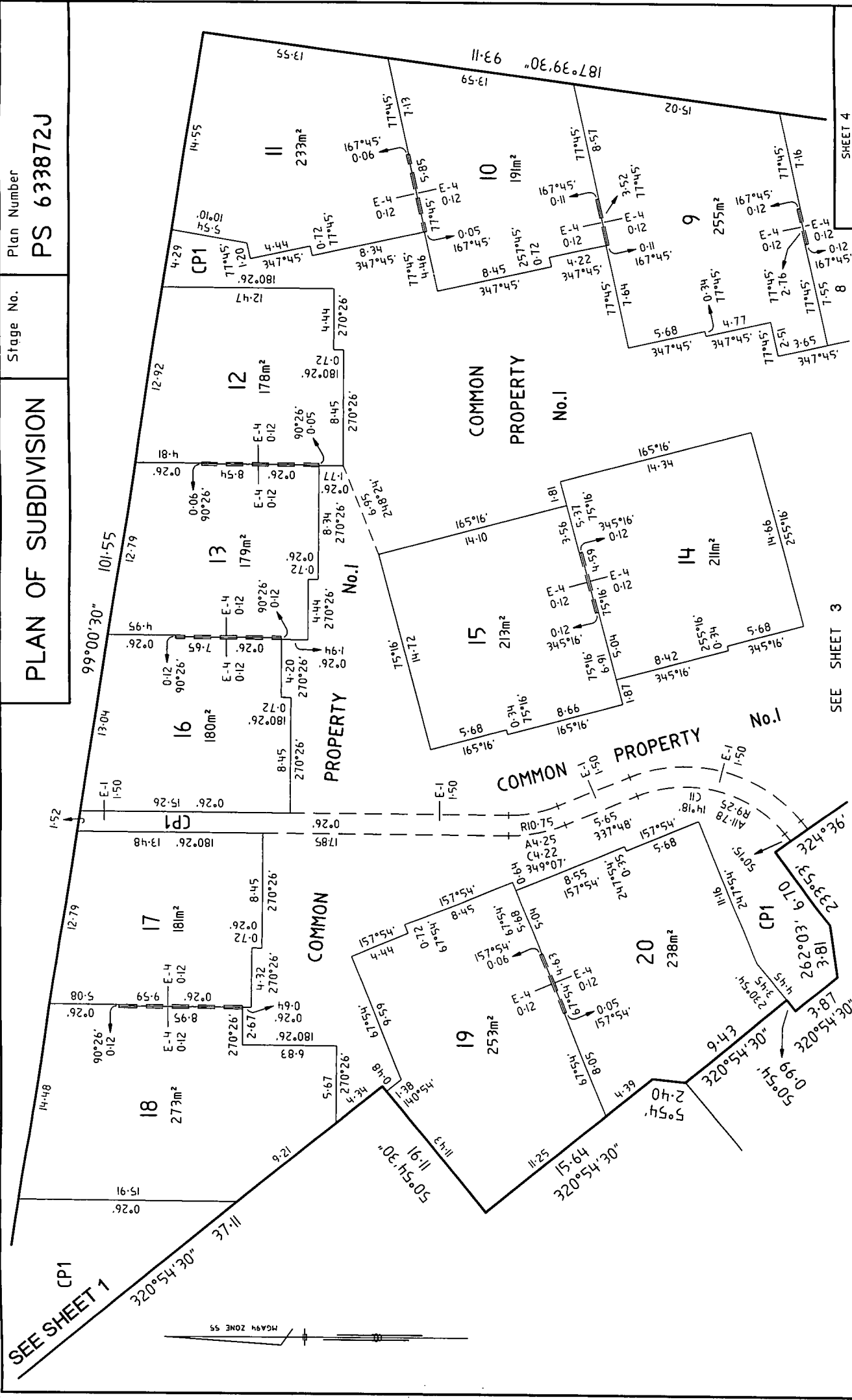
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 A.C.N. 067 949 615  
 Surveyors, Engineers & Town Planners.  
 8A Codrington Street, Cranbourne. 3977  
 Phone (03) 5996 4133 Fax (03) 5996 6119

SEE SHEET 2

SEE SHEET 4

COMMON PROPERTY No.1



PLAN OF SUBDIVISION

Stage No. PS 633872J

Plan Number

SEE SHEET 1

SEE SHEET 3

SEE SHEET 4

LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS

SIGNATURE *S.G. Jeffrey* DATE 17/08/2011

REF 9588

DWG No 9588S-3 VER 05

DISK No. P./9588

COUNCIL DELEGATE SIGNATURE

DATE 22/11/2011

SCALE

2.5 0 2.5 5 7.5 10

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SCALE 1:250

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners.

8A Codrington Street, Cranbourne. 3977

Phone (03) 5996 4133 Fax (03) 5996 6119



FORM 18  
Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE  
MAKING OF A RECORDING OF AN AGREEMENT**

*Planning and Environment Act 1987*

**AH685840W**

Lodged by:

Name: Baker Jones, Lawyers  
Phone: (03) 9614 5866  
Address: Level 10, 160 Queen Street, Melbourne, Victoria 3000  
Ref: DAB:TC:100249  
Customer Code: 1118T

21/12/2010 \$105.20 173



The Authority, having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987*, requires a recording to be made in the Register for the land.

Land: *CT 11121-237*

Authority: *Cardinia Shire Council  
Henty Way, Pakenham, Victoria, 3810*

Section and Act under which agreement made:  
*Section 173 of the Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: *JAN CUSSEN*

Date: *16 DECEMBER 2010*

**AH685840W**

21/12/2010 \$105.20 173



**CARDINIA SHIRE COUNCIL**

- and -

**GEMBROOK VIEWS ESTATE  
ACN 076 151 463**

- and -

**NATIONAL AUSTRALIA BANK LIMITED  
ACN 004 044 937**

# **Section 173 Agreement**

**bakerjones**  
lawyers

Ref:DAB:TC:100249  
S173 Agreement 101209

This Section 173 Agreement [this "Agreement"] is made on the date set out in Item 1 of the Schedule

BETWEEN:

**CARDINIA SHIRE COUNCIL**  
of Henty Way, Pakenham, Victoria 3810  
[the "Council"].

**AH685840W**



- and -

**GEMBROOK VIEWS ESTATE**  
**ACN 076 151 463**  
of 80 Waverley Road, Malvern East, Victoria 3145  
[the "Owner"]

- and -

**NATIONAL AUSTRALIA BANK LIMITED**  
**ACN 004 044 937**  
of 800 Bourke Street, Docklands, Victoria 3008  
[the "Mortgagee"].

**RECITALS:**

- A. The Council is the responsible authority for the purposes of administering the Shire of Cardinia Planning Scheme (as defined below).
- B. The Owner is the registered proprietor of the Land (as defined below).
- C. The Land comprises land authorised to be developed as a retirement village pursuant to the Planning Permit (as defined below).
- D. Condition 7 of the Planning Permit (as defined below) requires the Owner to enter into this Agreement to provide for the matters set out in that condition.
- E. The Land is subject to the Mortgage (as defined below).
- F. This Agreement is entered into between the Council, the Owner and the Mortgagee pursuant to the provisions of Section 173 of the Act (as defined below) in order to restrict the use of the Land to that of a retirement village and to advance the objectives of planning in Victoria.

**AGREEMENT:**

**1. Definitions and Interpretation**

**1.1 Definitions**

In this Agreement unless the context clearly indicates otherwise:

- (a) "Act" means the *Planning and Environment Act 1987* (Vic);
- (b) "Business Day" means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Melbourne;
- (c) "Encumbrance" includes any mortgage, charge, lien, pledge, hypothecation, bill of sale (other than a bill of sale which immediately disposes of the entire legal and equitable interest in property which is the subject of a bill of sale), title retention arrangement and/or trust reserved in or over an interest in any asset by way of security for the payment of a debt or other monetary obligation or the performance of any other obligation;

- (d) "GST" means any tax imposed pursuant to the GST Act (as defined below);
- (e) "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (f) "Land" means the land set out in Item 2 of the Schedule.
- (g) "Planning Permit" means the permit set out in Item 3 of the Schedule;
- (h) "Planning Scheme" means the Cardinia Planning Scheme; and
- (i) "Plan of Subdivision" means the plan of subdivision set out in Item 4 of the Schedule.



## 1.2 Interpretation

In this Agreement unless the context clearly indicates otherwise:

- (a) the singular includes the plural and *vice versa*;
- (b) a reference to any gender includes all genders;
- (c) a reference to a time is to that time in Victoria;
- (d) monetary amounts are expressed in Australian dollars;
- (e) a reference to an individual person includes a corporation, partnership, firm, joint venture, association, authority, trust, State or government;
- (f) a reference to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure of or to this Agreement;
- (g) a reference to any agreement or document is to that agreement or document (and where applicable any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (h) a reference to any legislation, subordinate legislation, regulation and/or statutory rule is a reference to that piece of legislation, subordinate legislation, regulation and/or statutory rule as amended, updated or replaced from time to time;
- (i) a reference to any party to this Agreement includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (j) if any party to this Agreement consists of more than one person then the liability of those persons in all respects under this Agreement is a joint liability of all of those persons and a several liability of each of those persons;
- (k) clause headings are for convenient reference only and shall not affect the interpretation of this Agreement; and
- (l) where any obligation under this Agreement falls to be performed on a day other than a Business Day this Agreement shall be construed as requiring that obligation to be performed on the next Business Day.

## 2. Owner's Covenants and Warranties

### 2.1 The Owner covenants with the Council that:

- (a) the Land shall only be used for the purpose of constructing a retirement village and that any dwellings constructed on the Land shall only be owned and/or occupied by:
  - (i) persons aged 55 years or over;
  - (ii) persons who are the spouse of a person who has reached the age of 55 years or over; or
  - (iii) persons who are the widow or widower of a spouse of a person who was previously a resident and had attained the age of 55 years or over; and

- (b) the Owner shall not sell, transfer, dispose of, assign, further mortgage or otherwise part with possession of the Land or any part of the Land without providing to its successors on title a copy of this Agreement.

2.2 The Owner warrants to the Council that:

- (a) the Owner is the registered proprietor of the Land;
- (b) there are no undisclosed Encumbrances affecting the Land or any part of the Land save as disclosed on a title search for the Land as at the date of this Agreement; and
- (c) neither the Land or any part of the Land is subject to any rights obtained by adverse possession or any easement rights or encumbrances of the type described in Section 42 of the *Transfer of Land Act 1958* (Vic).

### 3. Registration of Agreement

- 3.1 On execution of this Agreement the Owner shall make an immediate application to the Victorian Registrar of Titles to record this Agreement on the title of the Land in accordance with Section 181 of the Act.
- 3.2 The Council shall do all things reasonably necessary to enable the Owner to comply with its obligation under sub-clause 3.1 above.

### 4. Goods and Services Tax

- 4.1 Any payment obligation referred to in this Agreement does not include GST.
- 4.2 If GST is imposed on any supply made by any party to another party under or in connection with this Agreement the consideration for that supply is increased by an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of that supply.
- 4.3 The supplier shall provide to the recipient a GST invoice as required by the GST Act.
- 4.4 The recipient may deduct from any payment which may be payable under this Agreement any amount which it reasonably considers that it is required to deduct by law and will pay or remit those deductions to the appropriate government agency.

### 5. Costs

- 5.1 The Owner shall pay the Council's reasonable legal costs of and incidental to entering into this Agreement.
- 5.2 The Owner shall reimburse the Council for the costs of and incidental to registration of this Agreement with the Victorian Land Titles Office.

### 6. General Provisions

- 6.1 Any notice which is required to be given by any party in writing may be signed by any authorised agent and may be served by hand-delivery, e-mail, fax and/or post to the last known address and the notice shall in the case of posting be deemed to have been served on the second Business Day following the day on which it was posted.
- 6.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria and the parties irrevocably submit to the jurisdiction of any Court of that State and/or the Victorian Civil and Administrative Tribunal.
- 6.3 The failure or omission of any party at any time and from time to time to enforce or require strict compliance with any provision of this Agreement shall not affect or impair such provision in any way or the rights of such party to avail itself of such remedies as it may have in respect of any breach or breaches of any such provision(s).
- 6.4 No variation, modification or waiver of any provision of this Agreement shall be of any force or effect unless the same shall be confirmed in writing and signed by all parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.





- 6.5 If any provision of this Agreement shall be invalid or not enforceable in accordance with its terms all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid or unenforceable provision(s) shall be and continue to be valid and enforceable in accordance with their terms.
- 6.6 Each party shall do and execute all acts and documents required by this Agreement to be done or executed by any other party at such time as may be necessary and/or is reasonably required for the fulfilment by the parties of their respective rights and/or obligations under this Agreement.
- 6.7 All rights and obligations of each of the parties respectively as contemplated by this Agreement shall to the extent that they may still be relevant survive the termination of this Agreement.

EXECUTED as an agreement:



Signed, by and on behalf, and with the authority of the **CARDINIA SHIRE COUNCIL** by Jan Cussen, in the exercise of power conferred by an instrument of delegation dated 19 November 2009, in the presence of:

*J. Cussen*  
 .....  
 (Signature of Jan Cussen)

*B. Jackson*  
 .....  
 (Signature of Witness)

**BRETT JACKSON**  
 .....  
 (Name of Witness - please print)

**HENRY WAY PAKENITAM**  
 .....  
 (Usual address of Witness - please print)

SIGNED for and on behalf of **GEMBROOK VIEWS ESTATE PTY LTD** pursuant to Sub-Section 127(1) of the *Corporations Act 2001* by its duly authorised officers:

.....  
 (Signature of Director/sole Director)

*A. Parker*  
 .....  
 (Signature of Director/Secretary - if applicable)

.....  
 (Name of Director/sole Director - please print)

*Colin Parker*  
 .....  
 (Name of Director/Secretary - please print)

.....  
 (Usual address of Director/sole Director - please print)

*50 Waverley Road Malvern East*  
 .....  
 (Usual address of Director/Secretary - please print)

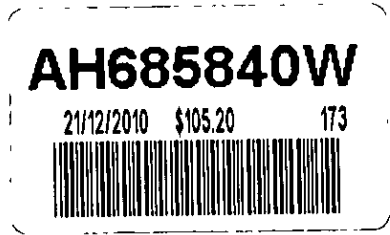
**NATIONAL AUSTRALIA BANK LIMITED** as Mortgagee under Mortgage No. AG292327J acknowledges and agrees to be bound by the terms of this Agreement:

*Kendy*  
 .....  
 (Signature of Authorised Officer)

**Karen Jane Sandby**  
 .....  
 (Name of Authorised Officer - please print)

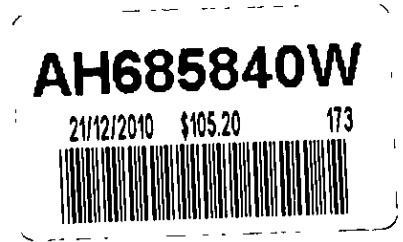
**107 Main St, Mornington, Vic**  
 .....  
 (Usual address of Authorised Officer - please print)

# Schedule



Item 1	Date of this Agreement:	<u>16 December 2010</u>
Item 2	Land:	11-15 Vista Court, Gembrook, Victoria 3783, known as Lot S2 on Plan of Subdivision PS549188R, being that parcel of land more particularly described in Certificate of Title Volume 11121 Folio 237
Item 3	Planning Permit:	Amended Permit No. T080447a dated 4 November 2009, as set out in Attachment 1
Item 4	Plan of Subdivision:	PS549188R, as set out in Attachment 2

**Attachment 1 – Planning Permit**



# AMENDED PERMIT

Form 4

**Permit No:** T080447a  
**Planning Scheme:** Cardinia Planning Scheme  
**Responsible Authority:** Cardinia Shire Council

**ADDRESS OF THE LAND:**

Lot 2 PS427100R, Gembrook Road, Gembrook

**THE PERMIT ALLOWS:**

The use and development of the land for the purpose of twenty dwellings to be used as a retirement village (over 55's) and associated earthworks exceeding one (1) metre (in three (3) stages) generally in accordance with the approved plan/s.

Date amended:	What has been amended?
4/11/2009	The preamble and Conditions 1 and 6 of the original permit have been amended.

### THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- The development must not be commenced until three (3) copies of amended plans have been submitted to and approved by the Responsible Authority. The plans must be drawn to scale and dimensioned in metric. The plans must be generally in accordance with the submitted plans but modified to show:
  - All dimensions, setbacks and driveway widths.
  - Minimum setback along the east boundary of 2.5 metres.
  - Details of excavation works including depths for the dwellings.
  - Finished floor levels and natural ground levels.
  - Delete the proposed front fence and gates.
  - Front side and rear boundary fence treatments.
  - Colours and materials of the proposed dwellings.
  - Lighting.
  - The staging plan amended to extend stage 2 metres further to the north in front of Unit 19 allowing a three point turn to be undertaken by vehicles using the visitor car parking space to the north of Unit 15.



To the satisfaction of the Responsible Authority.

- The layout of the site and the size of the proposed buildings and works, as shown on the approved plans, must not be altered or modified without the consent of the Responsible Authority.
- Once the development has commenced, it must be continued and completed to the satisfaction of the Responsible Authority.
- The use/s of the site, as described in this permit and on the approved plan, must not be changed without the consent in writing of the responsible authority.

**Date Issued:** 17 December 2008  
**Date Amended:** 4 November 2009

**Note:** Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

**Signature for the Responsible Authority:**  
Page 1 of 7

# AMENDED PERMIT

Form 4

**Permit No:** T080447a  
**Planning Scheme:** Cardinia Planning Scheme  
**Responsible Authority:** Cardinia Shire Council

**ADDRESS OF THE LAND:** Lot 2 PS427100R, Gembrook Road, Gembrook

**THE PERMIT ALLOWS:** The use and development of the land for the purpose of twenty dwellings to be used as a retirement village (over 55's) and associated earthworks exceeding one (1) metre (in three (3) stages) generally in accordance with the approved plan/s.

Date amended:	What has been amended?
4/11/2009	The preamble and Conditions 1 and 6 of the original permit have been amended.

### THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

5. No vegetation may be removed, destroyed or lopped without the consent in writing of the responsible authority.
6. The following must occur:
  - The areas set aside on the approved plans for access and car parks for each stage must be constructed, sealed, drained and delineated prior to the use of each stage. The area must be maintained in accordance with these requirements once constructed;
  - All landscaping plans shown on the approved plans must have been completed prior to the use of stage three. The landscaped areas must then be maintained to these requirements;
  - All of the premises in each stage must be connected to a reticulated sewerage system of a sewerage authority prior to the use of each stage;
  - All fencing treatments for the boundaries of the site and the individual units within each stage must be completed prior to the use of each stage;
  - The construction of a footpath for the pedestrian access to the laneway to the north of the site must be completed prior to the use of stage three.

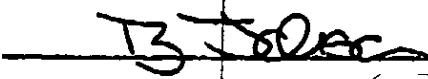
To the satisfaction of the responsible authority.

7. Prior to the commencement of the development, the permit holder must enter into a Section 173 Agreement with the responsible authority to specify that the land must only be used for the purpose of a retirement village for persons of an age of 55 years or over, or persons who are the spouse of a person who has reached the age of 55 years of the widow or widower of a spouse who was a resident. The form and content of the agreement must be to the


**Date Issued:** 17 December 2008  
**Date Amended:** 4 November 2009

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

**Signature for the Responsible Authority:**  
Page 2 of 7



**AH685840W**  
21/12/2010 \$105.20 173



# AMENDED PERMIT

Form 4

**Permit No:** T080447a  
**Planning Scheme:** Cardinia Planning Scheme  
**Responsible Authority:** Cardinia Shire Council

**ADDRESS OF THE LAND:** Lot 2 PS427100R, Gembrook Road, Gembrook

**THE PERMIT ALLOWS:** The use and development of the land for the purpose of twenty dwellings to be used as a retirement village (over 55's) and associated earthworks exceeding one (1) metre (in three (3) stages) generally in accordance with the approved plan/s.

Date amended:	What has been amended?
4/11/2009	The preamble and Conditions 1 and 6 of the original permit have been amended.

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

- satisfaction of the responsible authority, and all costs relating to the preparation and registration of the agreement on title must be met by the permit holder.
8. Prior to the occupation of the retirement village, any landscape works on the road reserve is to be bonded for a 24 month maintenance period. Refund of the bond will be conditional upon final completion being achieved to the satisfaction of the responsible authority.
  9. The developer shall engage the services of a suitably experienced Engineer to design a system that will reduce the intensity of the storm water discharge entering Council's drainage system (ie: a detention system). The stormwater detention system shall provide for the same five (5) year ARI peak discharge as that for a standard house lot with no storm water detention. A standard house lot is assumed to have a fraction impervious area of 35%. Calculations and a plan shall be submitted to Council for approval prior to construction. The storm water detention system must be constructed prior to the occupation of the proposed development.
  10. The development of the site must be provided with stormwater works which incorporates the use of water sensitive urban design principles to improve stormwater runoff quality and which also retains on site any increase in runoff as a result of the approved development. The system must be maintained to the satisfaction of the Responsible Authority. Council's development engineers can advise on satisfactory options to achieve these desired outcomes which may include the use of an infiltration or bioretention system, rainwater tanks connected for re-use and a detention system (If a storm water detention system is incorporated in the design it shall provide for the same five (5) year ARI peak discharge as that for a standard house lot with no storm water detention. A standard house lot is assumed to have a fraction impervious area of 35%)
  11. Before the development commences a stormwater management plan showing the stormwater works to the nominated point of discharge must be prepared to the satisfaction of the Responsible Authority. The stormwater management plan must be prepared by a qualified

**Date Issued:** 17 December 2008  
**Date Amended:** 4 November 2009

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

**Signature for the Responsible Authority:**  
 Page 3 of 7

**AH685840W**

21/12/2010 \$105.20 173

# AMENDED PERMIT

Form 4

**Permit No:** T080447a  
**Planning Scheme:** Cardinia Planning Scheme  
**Responsible Authority:** Cardinia Shire Council

**ADDRESS OF THE LAND:**

Lot 2 PS427100R, Gembrook Road, Gembrook

**THE PERMIT ALLOWS:**

The use and development of the land for the purpose of twenty dwellings to be used as a retirement village (over 55's) and associated earthworks exceeding one (1) metre (in three (3) stages) generally in accordance with the approved plan/s.

Date amended:	What has been amended:
4/11/2009	The preamble and Conditions 1 and 6 of the original permit have been amended.

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- person and show details of the proposed stormwater works including all existing and proposed features that may have impact (eg. Trees to be retained, crossings, services, fences, abutting buildings, existing boundary levels etc.)
12. Stormwater works must be provided on the site so as to prevent overflows onto adjacent properties.
  13. A vehicle crossing permit must be obtained from Council prior to the commencement of any works associated with the proposed vehicle crossing.
  14. The area/s shown on the approved plan for car parking must not be used for any other purpose.
  15. The areas shown on the approved plan for access, car parking and landscaping must not be used for any other purpose and must be maintained to the satisfaction of the responsible authority.
  16. All earthworks must be undertaken in a manner that minimises soil erosion, and any exposed areas of soil must be stabilised to prevent soil erosion to the satisfaction of the Responsible Authority.
  17. All wastewater must be discharged into the reticulated sewerage system to the satisfaction of the Responsible Authority.
  18. The landscaping shown on the approved plan/s must be carried out within six (6) months of the commencement of the use (spring or autumn) and thereafter maintained to the satisfaction of the responsible authority.

**Date Issued:** 17 December 2008  
**Date Amended:** 4 November 2009

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**Signature for the Responsible Authority:**  
Page 4 of 7



**AH685840W**

21/12/2010 \$105.20 173



# AMENDED PERMIT

Form 4

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Date amended:	What has been amended?
4/11/2009	The preamble and Conditions 1 and 6 of the original permit have been amended.

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

19. Garbage receptacles must be stored out of general view and storage areas maintained in a neat condition to the satisfaction of the responsible authority.
20. The amenity of the area must not be detrimentally affected by the use or development through the:
  - a) Transport of materials, goods or commodities to or from the land;
  - b) Appearance of any building, works or materials;
  - c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, wastewater, waste products, grit or oil;
  - d) Presence of vermin.
 To the satisfaction of the responsible authority.
21. The site must be so ordered and maintained as not to prejudicially affect the amenity of the locality by reason of appearance.
22. Noise levels from the site must not exceed the permissible levels specified in the relevant State Environment Protection Policy or Environment Protection Authority Guideline.
23. Nuisance or annoyance must not be caused by the operation of the use to persons beyond the site.
24. The site must be so ordered and maintained as not to prejudicially affect the amenity of the locality by reason of appearance.

**Date Issued:** 17 December 2008  
**Date Amended:** 4 November 2009

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

**Signature for the Responsible Authority:**  
Page 5 of 7

**AH685840W**

21/12/2010 \$105.20 173



# AMENDED PERMIT

Form 4

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**Planning Scheme:** Cardinia Planning Scheme  
**Responsible Authority:** Cardinia Shire Council

**ADDRESS OF THE LAND:** Lot 2 PS427100R, Gembrook Road, Gembrook

**THE PERMIT ALLOWS:** The use and development of the land for the purpose of twenty dwellings to be used as a retirement village (over 55's) and associated earthworks exceeding one (1) metre (in three (3) stages) generally in accordance with the approved plan/s.

Date amended:	What has been amended?
4/11/2009	The preamble and Conditions 1 and 6 of the original permit have been amended.

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

25. The exterior colour and cladding of the development must not result in any adverse visual impact on the environment of the area and all external cladding and trim of the building, including the roof, must be of a non-reflective nature.
26. Entry and exit direction sign/s, each not more than 0.3 m<sup>2</sup> in area, must be provided at access points to clearly indicate the direction of traffic movement and location of parking area/s.
27. All plumbing work, sewer pipes etc. associated with the development must be concealed from general view.
28. Power and telephone lines to all new dwellings must be placed underground from the main point of service supplied by the authority outside the boundaries of the site
29. Mail boxes must be provided at the front of each dwelling to the satisfaction of the Responsible Authority and Australia Post.
30. A clothesline must be provided for each dwelling and must be located to the satisfaction of the Responsible Authority so as not to be detrimental to the visual amenity of the neighbourhood.
31. Lighting standard must be provided near the front entrance of each dwelling to the satisfaction of the Responsible Authority.

**Expiry of permit**

In accordance with Section 68 of the *Planning and Environment Act 1987*, this permit will expire if one of the following circumstances applies:

- (a) The development and use are not started within two (2) years of the date of the permit.

**Date Issued:** 17 December 2008  
**Date Amended:** 4 November 2009

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

**Signature for the Responsible Authority:**  
 Page 6 of 7



**AH685840W**

21/12/2010 \$105.20 173  


# AMENDED PERMIT

Form 4

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**Planning Scheme:** Cardinia Planning Scheme  
**Responsible Authority:** Cardinia Shire Council

**ADDRESS OF THE LAND:** Lot 2 PS427100R, Gembrook Road, Gembrook

**THE PERMIT ALLOWS:** The use and development of the land for the purpose of twenty dwellings to be used as a retirement village (over 55's) and associated earthworks exceeding one (1) metre (in three (3) stages) generally in accordance with the approved plan/s.

Date amended:	What has been amended?
4/11/2009	The preamble and Conditions 1 and 6 of the original permit have been amended.

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

- (b) The development and use are not completed within four (4) years of the date of the permit.

(Note: The starting of the subdivision is regarded by Section 68(3A) of the Planning and Environment Act 1987 as the certification of a plan, and completion is regarded as the registration of the plan.)

**Permit Note**

No advertising signage is to be erected without further planning permission.

AH685840W

21/12/2010 \$105.20 173



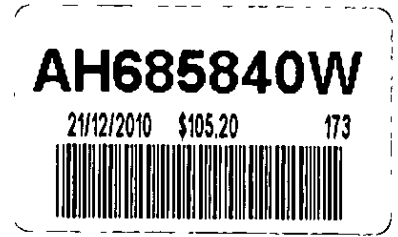
**Date Issued:** 17 December 2008  
**Date Amended:** 4 November 2009

*Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.*


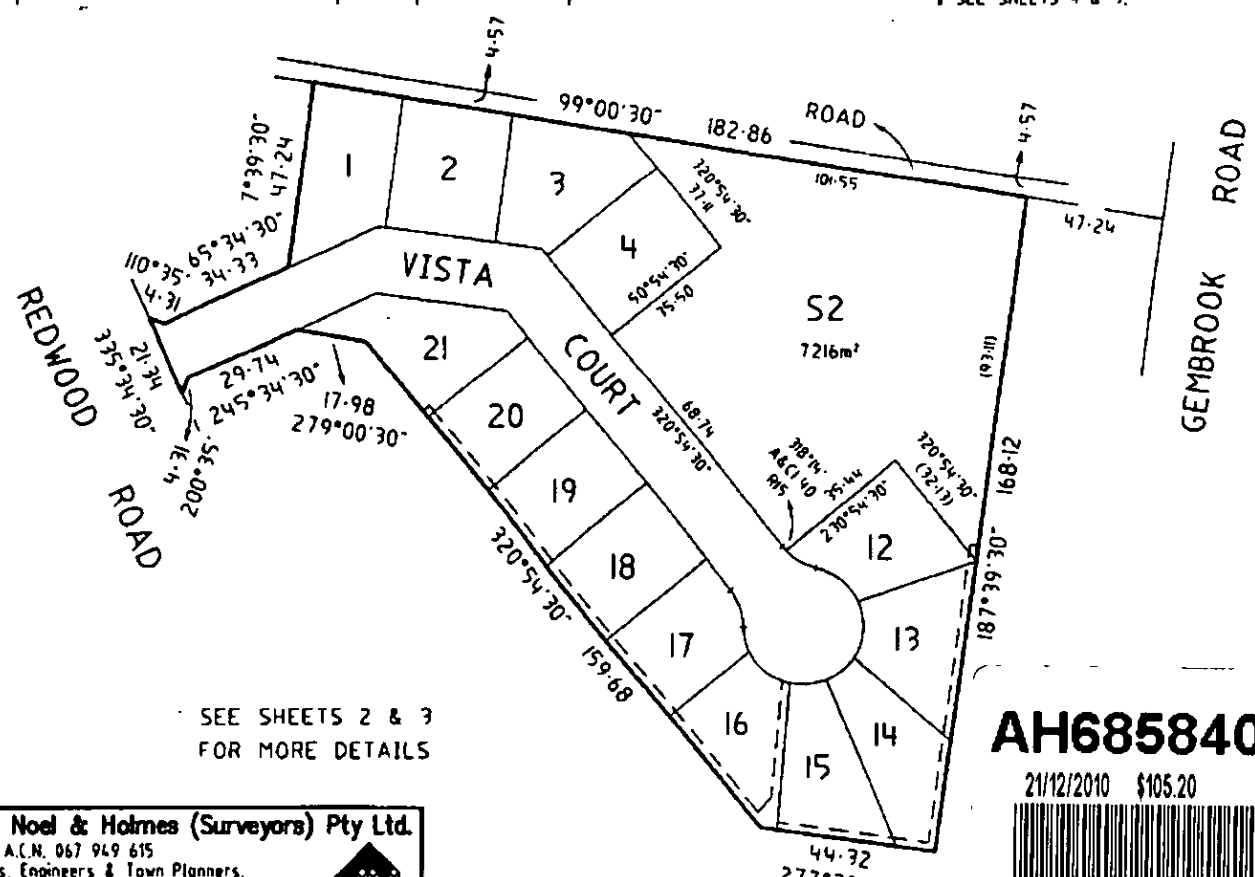
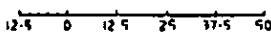

**Signature for the Responsible Authority:**  
 Page 7 of 7

*[Handwritten Signature]*

**Attachment 2 – Plan of Subdivision**



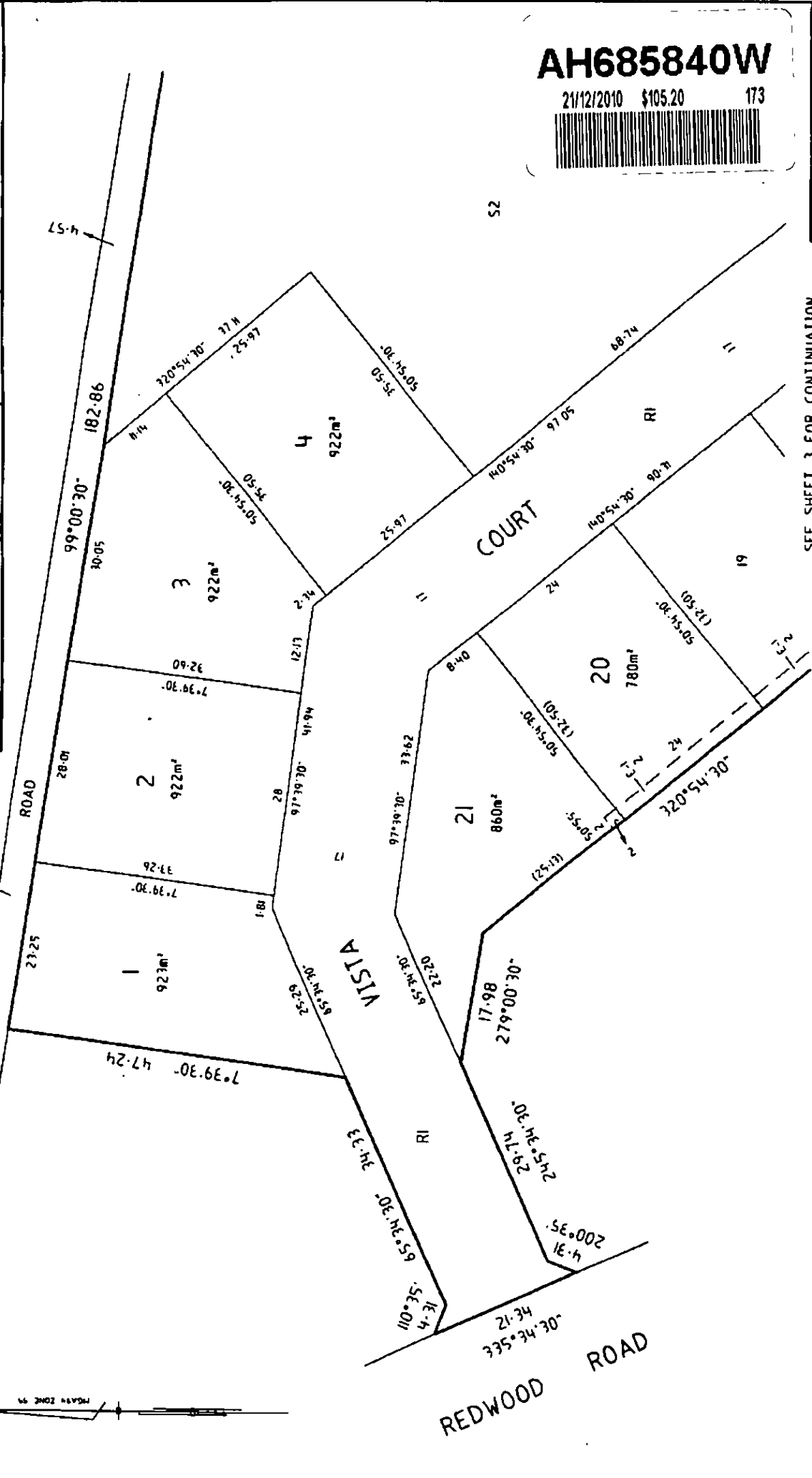
Delivered by LANDATA®. Land Victoria timestamp 04/06/2009 16:14 Page 1 of 5  
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<b>PLAN OF SUBDIVISION</b>		STAGE NO <b>1</b>	LRS use only <b>EDITION 1</b>	<b>PS549188R</b> 26/02/2009 \$248140 PS 
<b>Location of Land</b> Parish GEMBROOK Township: - Section: - Crown Allotment: A <sup>a</sup> (PART) Crown Portion: - LRS Base Record: DCMB Title Reference: VOL 10551 FOL 359 Last Plan Reference: LOT 2 OM PS 427100R Postal Address: REDWOOD ROAD, (at time of subdivision) GEMBROOK 3783 MGA Co-ordinates E 372 750 Zone 55 (at approx. centre of land N 5 798 320 in plan)		<b>Council Certification and Endorsement</b> Council Name: CARDINIA SHIRE COUNCIL Ref: <b>508154</b> <del>1. This plan is certified under section 6 of the Subdivision Act 1988.</del> 2. This plan is certified under section 1(7) of the Subdivision Act 1988. Date of original certification under section 6 19 A / 08 <del>3. This is a statement of compliance issued under section 21 of Subdivision Act 1988.</del> <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/had not been made. <del>(ii) The requirement has been satisfied.</del> <del>(iii) The requirement is to be satisfied in Stage .....</del> <del>Council Delegate</del> <del>Council Seal</del> <del>Date</del> Re-certified under section 1(7) of the Subdivision Act 1988 Council Delegate <b>S Squires</b> <del>Council Seal</del> Date <b>18/2/09</b>		Statement of Compliance/ Exemption Statement  Received <input checked="" type="checkbox"/> Date <b>02/03/2008</b> LRS use only PLAN REGISTERED TIME 10.31am Date <b>02/03/2009</b> <b>Mark Cagdas</b> Assistant Registrar of Titles
<b>Vesting of roads and/or Reserves</b> Identifier Council/Body/Person ROAD R1 CARDINIA SHIRE COUNCIL		<b>Notations</b> Survey This plan is based on survey This survey has been connected to permanent marks (no's) 77 & 153 In proclaimed Survey Area No. - Staging This is a staged Subdivision. Planning Permit No. 1060229A Depth Limitation DOES NOT APPLY Lots 5 - 11 have been omitted from this plan. Other Purpose of Plan: CREATION OF RESTRICTION SEE SHEETS 4 & 5.		
<b>Easement Information</b>				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (metres)	Origin	Land benefited/in favour of
E-1	DRAINAGE	SEE DIAG.	THIS PLAN	CARDINIA SHIRE COUNCIL
				
SEE SHEETS 2 & 3 FOR MORE DETAILS				
<b>Nilsson, Noel &amp; Holmes (Surveyors) Pty Ltd.</b> A.C.N. 067 949 615 Surveyors, Engineers & Town Planners. 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Fax (03) 5996 6119		LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS. SIGNATURE <i>[Signature]</i> DATE 13/02/2009 REF 5533 DWG No. 5533S-1 VER 04 DISK No. CD008		
ORIGINAL SCALE	SCALE  LENGTHS ARE IN METRES	Sheet 1 of 5 sheets <b>AH685840W</b> 21/12/2010 \$105.20 173  DATE 18/02/09 COUNCIL DELEGATE SIGNATURE <i>[Signature]</i>		
SCALE SHEET SIZE 1:1250 A3				

PLAN OF SUBDIVISION

Stage No. 1

Plan Number PS 549188R



**AH685840W**

21/12/2010 \$105.20 173

Sheet 2

*Stanley G. Jeffreys*

DATE 18/02/09

COUNCIL DELEGATE SIGNATURE

SEE SHEET 3 FOR CONTINUATION

LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS.

SIGNATURE *Stanley G. Jeffreys* DATE 17/02/2009

REF 5533

DWG No 55335-1 VER 04

DISK No. C0008

SCALE

LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE 1:500 A3

**Nilsson, Noel & Halmes (Surveyors) Pty Ltd.**

A.C.N 067 949 615

Surveyors, Engineers & Town Planners

8A Cadrington Street, Cranbourne. 3977

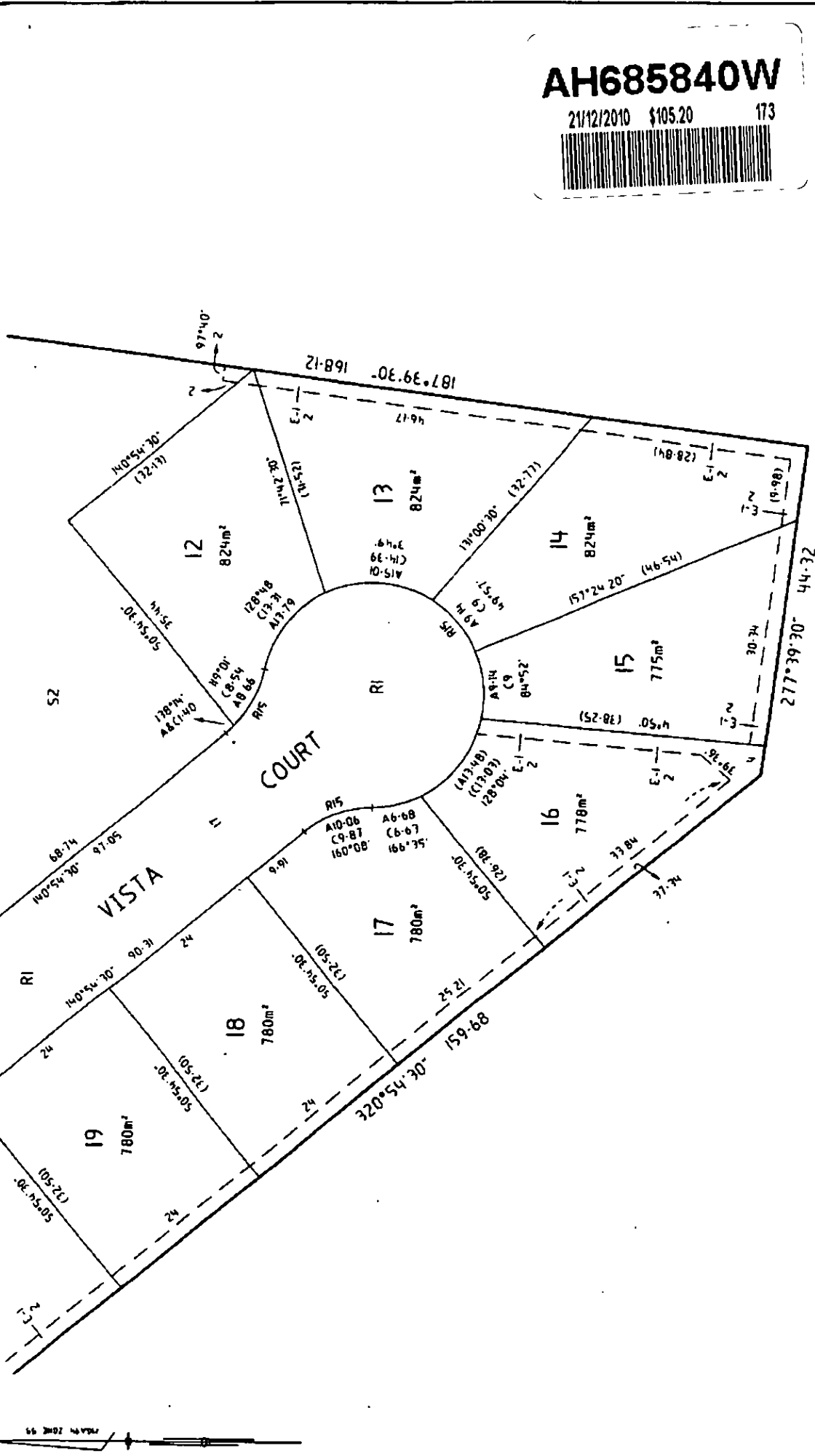
Phone (03) 5996 4133 Fax (03) 5996 6119

SEE SHEET 2 FOR CONTINUATION

PLAN OF SUBDIVISION

Stage No. 1

Plan Number PS 549188R



**AH685840W**

21/12/2010 \$105.20 173

Sheet 3

*Stanley G. Jeffereys*

DATE 18/02/09

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) STANLEY G. JEFFEREYS

SIGNATURE *Stanley G. Jeffereys* DATE 17/02/2009

REF 5533

DWG No 5533S-1 VER 04

DISK No. CD008

SCALE

LENGTHS ARE IN METRES

ORIGINAL

SCALE 1 SHEET SIZE A7

1:500

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners.

8A Codrington Street, Cranbourne, 3977

Phone (03) 5996 4133 Fax (03) 5996 6119

**SCHEDULE**

SEE SHEET 5

**PLAN OF SUBDIVISION**

Stage No. **1**

Plan Number **PS 549188R**

**AH685840W**

21/12/2010 \$105.20 173



Sheet 4

*[Signature]*  
DATE **18/02/09**  
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) **STANLEY G. JEFFREYS**  
SIGNATURE *[Signature]* DATE **17/02/2009**  
REF **5533**  
DWG No **5533S-1** VER **04** DISK No. **CD008**

SCALE  
0 5 10 15 20  
LENGTHS ARE IN METRES

ORIGINAL  
SCALE SHEET SIZE  
1:500 A3

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**  
A.C.N. 067 949 615  
Surveyors, Engineers & Town Planners.  
8A Cadrington Street, Cranbourne. 3977  
Phone (03) 5996 4133 Fax (03) 5996 6119



**SUBDIVISION ACT 1988**

**CREATION OF A RESTRICTION**

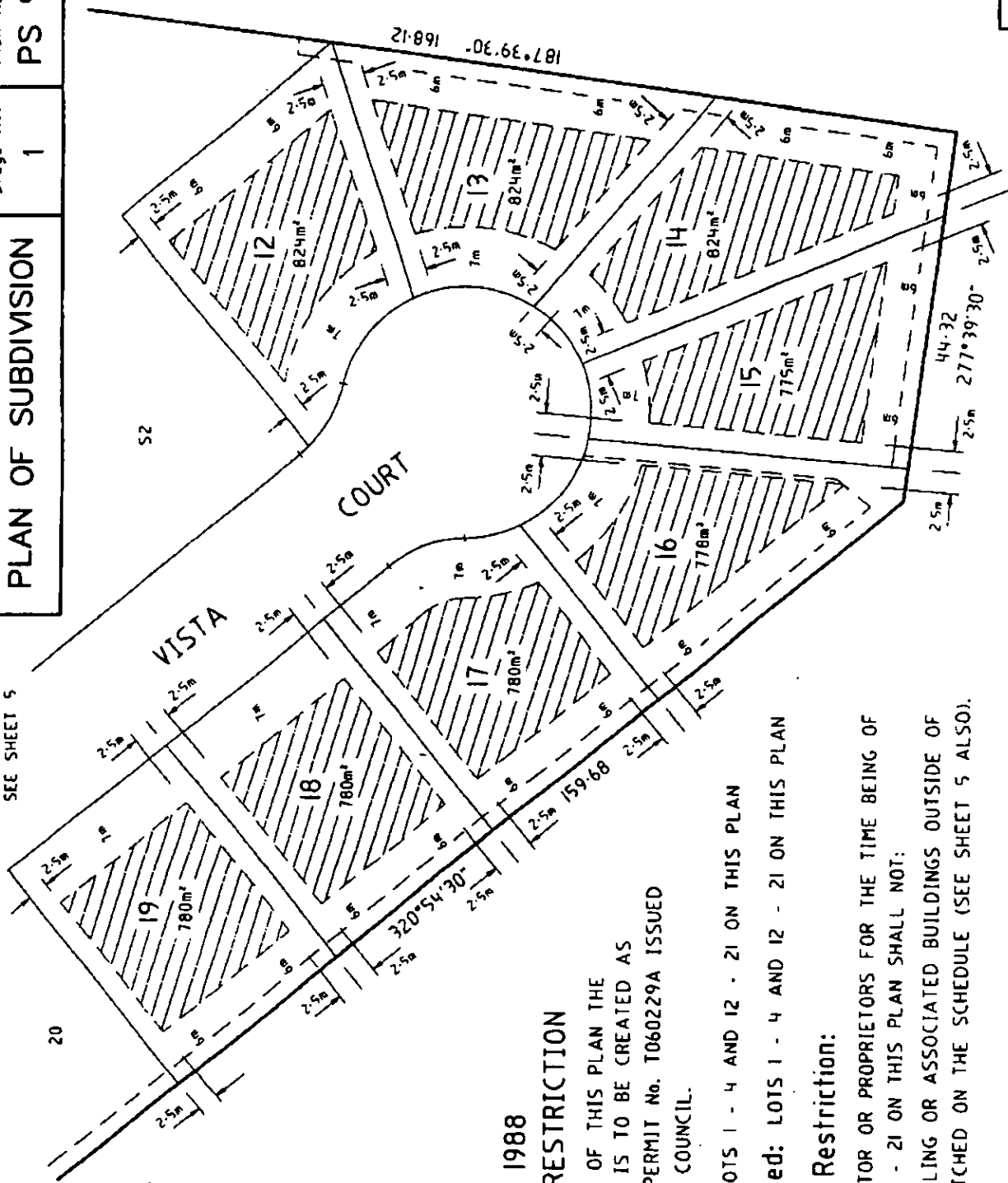
UPON THE REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED AS DIRECTED IN PLANNING PERMIT No. T060229A ISSUED BY THE CARDINIA SHIRE COUNCIL.

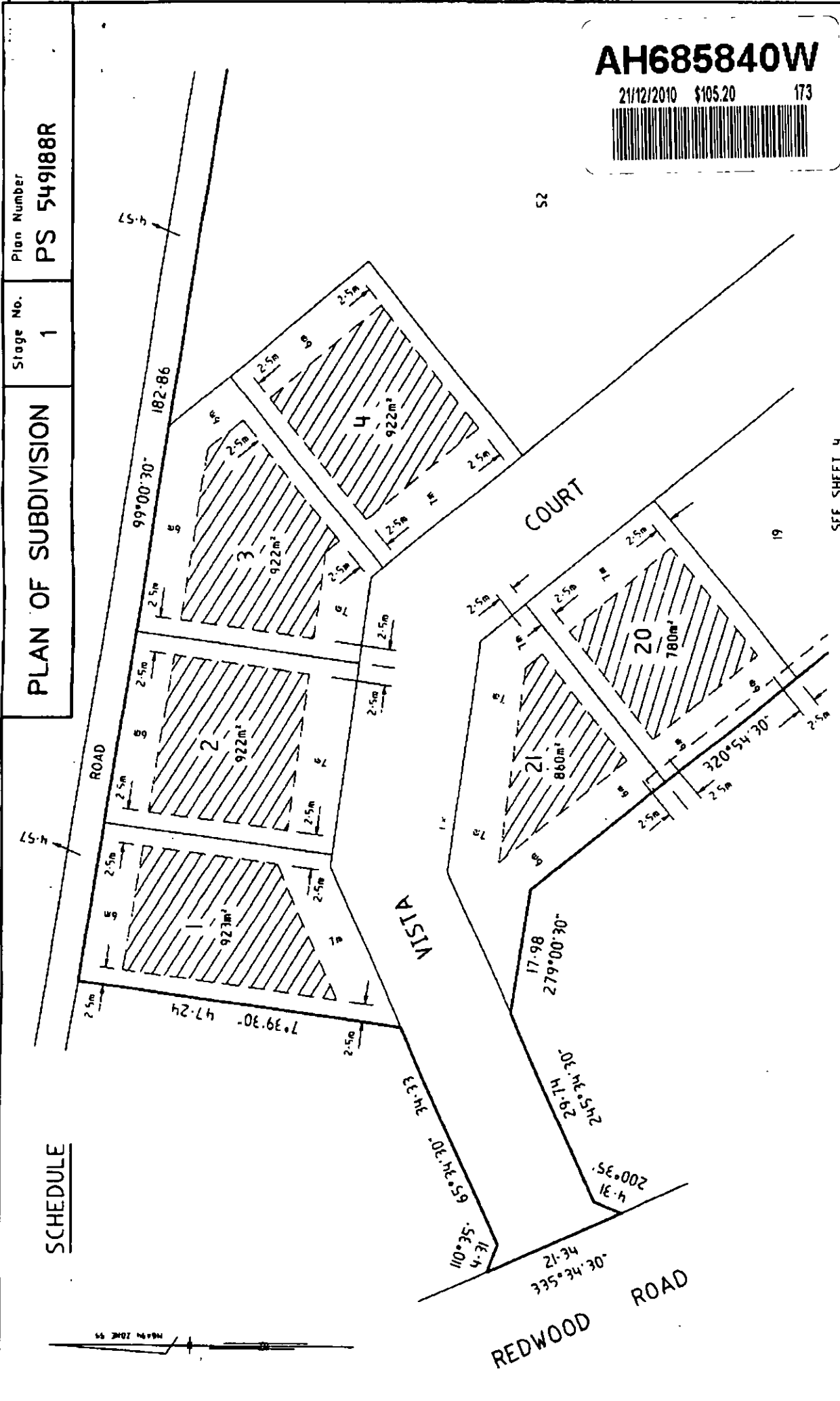
**Land to Benefit:** LOTS 1 - 4 AND 12 - 21 ON THIS PLAN


**Land to be Burdened:** LOTS 1 - 4 AND 12 - 21 ON THIS PLAN

**Description of the Restriction:**

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 1 - 4 AND LOTS 12 - 21 ON THIS PLAN SHALL NOT:  
1. CONSTRUCT ANY DWELLING OR ASSOCIATED BUILDINGS OUTSIDE OF THE AREA SHOWN HATCHED ON THE SCHEDULE (SEE SHEET 5 ALSO).






**AH685840W**  
 21/12/2010 \$105.20 173  


**PLAN OF SUBDIVISION**  
 Stage No. **1**  
 Plan Number **PS 549188R**

**SCHEDULE**


Sheet 5  
*S. Squire*  
 DATE 18 / 02 / 09  
 COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) **STANLEY G. JEFFERYS**  
 SIGNATURE *[Signature]* DATE 17/02/2009  
 REF **5533** DISK No. **CD008**  
 DWG No 5533S-1 VER 04

SCALE  
  
 LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE  
 1:500 A7

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**  
 A CN 067 949 615  
 Surveyors, Engineers & Town Planners.  
 8A Codrington Street, Cranbourne, 3977  
 Phone (03) 5996 4133 Fax (03) 5996 6119



SEE SHEET 4



# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

**AJ351561X**



**Form 18**

Lodged by:

Name: MADDOCKS  
Phone: 9288 0555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: MYM:LMR:LGC:5859891  
Customer Code: 1167E

The Responsible Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

Land: part of Certificate of Title Volume 11300 Folio 132 and more particularly being Lots 5-20 on the proposed plan attached

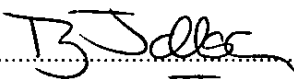
Responsible Authority: Cardinia Shire Council of Henty Way, Pakenham, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987* /

A copy of the Agreement is attached to this Application

Date: 28/11/11

Signature for Responsible Authority:



Name of officer:

Brett Jackson

Position Held:

Acting Manager - Development Services

<b>PLAN OF SUBDIVISION</b>	STAGE No. <b>3</b>	LRS use only <b>EDITION</b>	Plan Number
----------------------------	-----------------------	--------------------------------	-------------

**Location of Land**  
 Parish: GEMBROOK  
 Township: -  
 Section: -  
 Crown Allotment: A<sup>1</sup> (PART)  
 Crown Portion: -  
 LRS Base Record: DCMB  
 Title Reference:  
 Last Plan Reference: LOT 59 ON PS 633872J  
 Postal Address: 11 - 15 VISTA COURT,  
 (at time of subdivision) GEMBROOK 3783  
 MGA Co-ordinates E 372 790 Zone 55  
 (of approx. centre of land N 5 798 395  
 in plan)

**Council Certification and Endorsement**  
 Council Name: CARDINIA SHIRE COUNCIL  
 Ref:  
 1. This plan is certified under section 6 of the Subdivision Act 1988.  
 2. This plan is certified under section 11(7) of the Subdivision Act 1988.  
 Date of original certification under section 6 / /  
 3. This is a statement of compliance issued under section 21 of Subdivision Act 1988.  
**OPEN SPACE**  
 (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.  
 (ii) The requirement has been satisfied.  
 (iii) The requirement is to be satisfied in Stage.....  
 Council Delegate  
 Council Seal  
 Date / /  
 Re-certified under section 11(7) of the Subdivision Act 1988  
 Council Delegate  
 Council Seal  
 Date / /

**LRS use only**  
 Statement of Compliance/  
 Exemption Statement  
 Received   
 Date / /

**LRS use only**  
 PLAN REGISTERED  
 TIME  
 Date / /  
 Assistant Registrar of Titles

Vesting of roads and/or Reserves	
Identifier	Council/Body/Person
NIL	NIL

**Notations**  
 Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) In proclaimed Survey Area No. -

**Staging:** This is a staged Subdivision. Planning Permit No. T090672a

**Easement Information**

**Legend:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

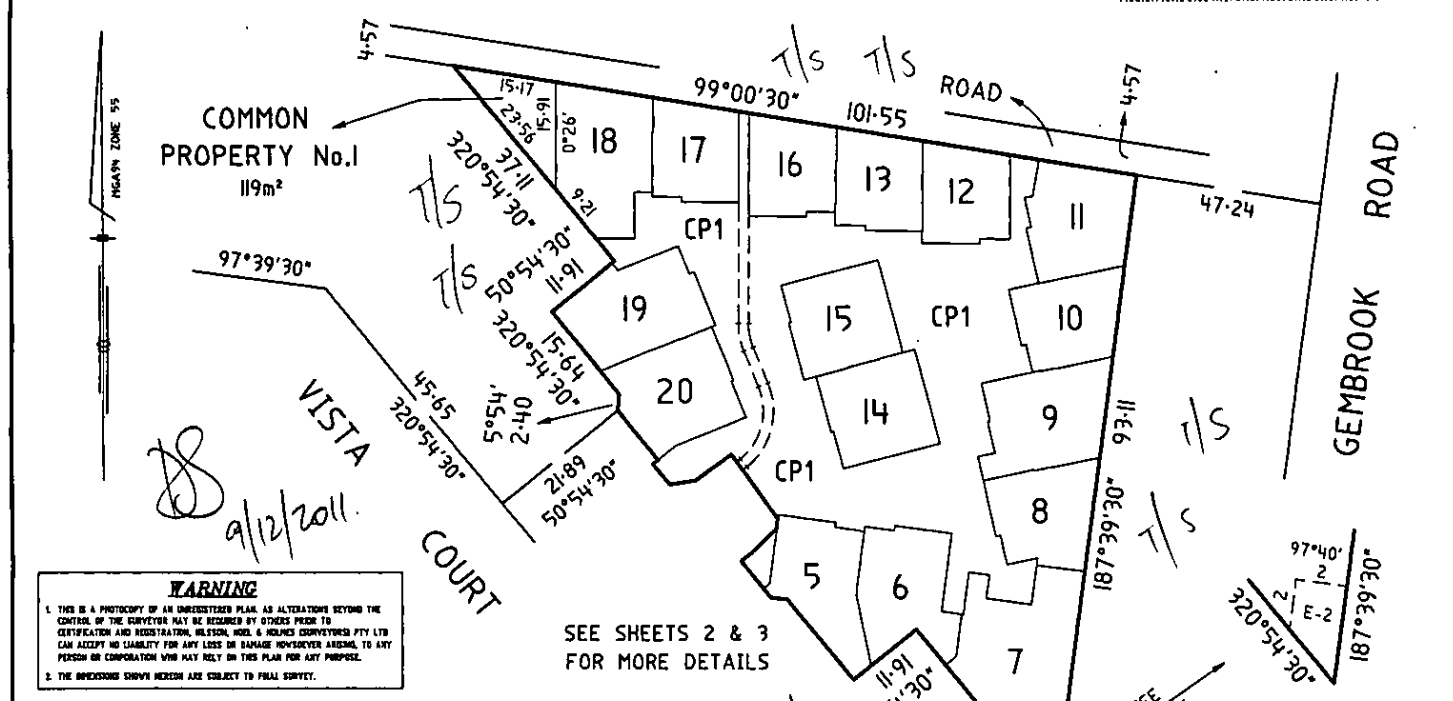
**Depth Limitation:**  
 DOES NOT APPLY

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.

Easement Reference	Purpose	Width (metres)	Origin	Land benefited/in favour of
E-1	ELECTRICITY	1.50	PS 633872J (STAGE 1) & SEC.88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY. LTD.
E-2	DRAINAGE	2	PS 549188R	CARDINIA SHIRE COUNCIL
E-3	PARTY WALL	SEE DIAG.	THIS PLAN	THE RESPECTIVE ABUTTING LOT

AJ351561X

02/12/2011 \$107.50 173



**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**  
 A.C.N. 067 949 615  
 Surveyors, Engineers & Town Planners.  
 8A Cadrington Street, Cranbourne 3977  
 Phone (03) 5996 4133 Fax (03) 5996 6119

**ENLARGEMENT**  
 SCALE 1:200

Sheet 1 of 5 sheets

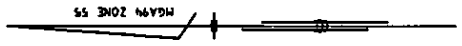
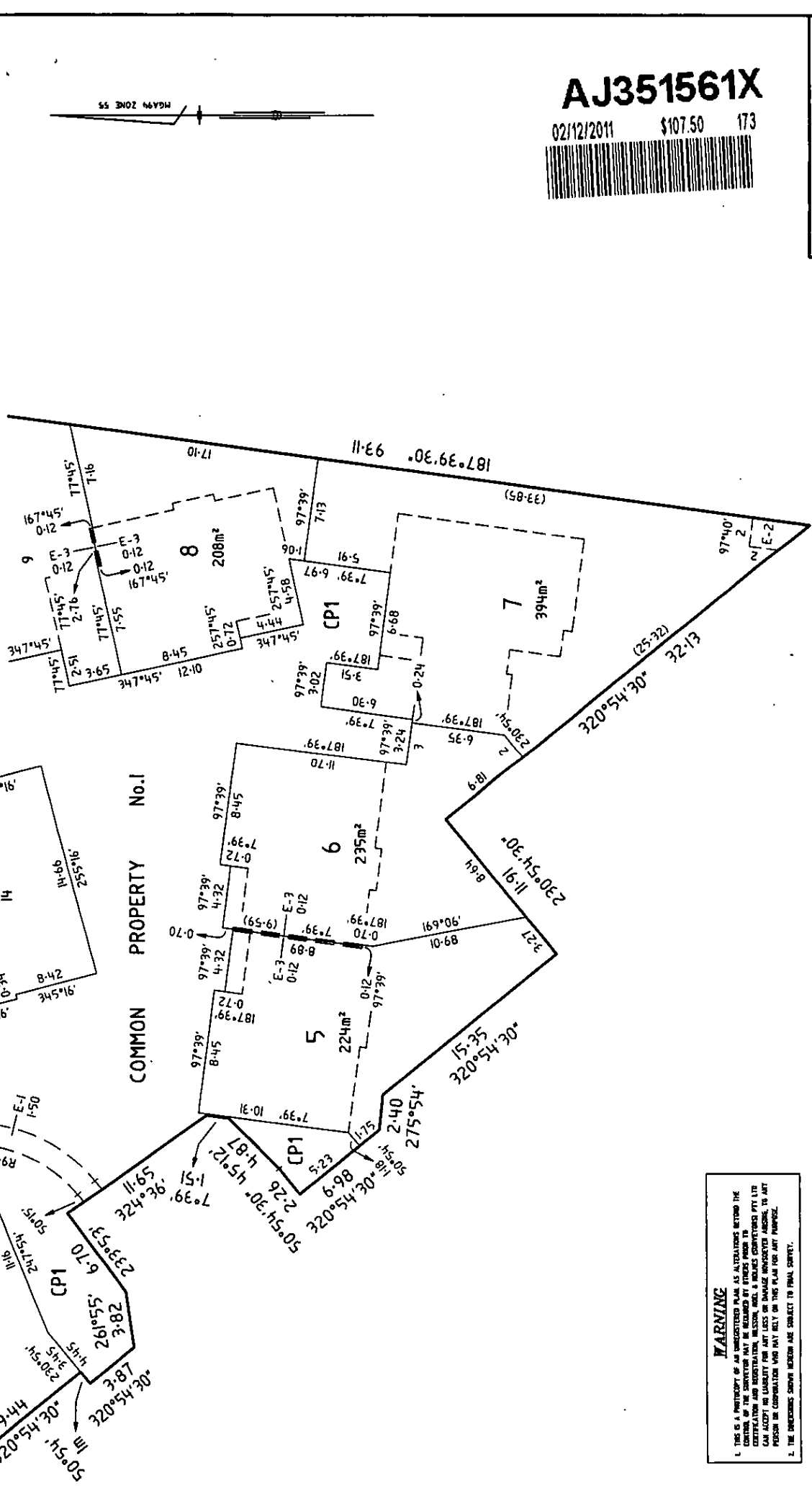
ORIGINAL	SCALE	<p>LENGTHS ARE IN METRES</p>
SCALE 1:750	SHEET SIZE A3	

LICENSED SURVEYOR (PRINT) **STANLEY G. JEFFREYS.**  
 SIGNATURE ..... DATE 17/08/2011  
 REF **9588**  
 DWG No. 9588S-3 VER 05 DISK No. P./9588  
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No. 3

Plan Number



AJ351561X  
 02/12/2011 \$107.50 173

SHEET 2  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE

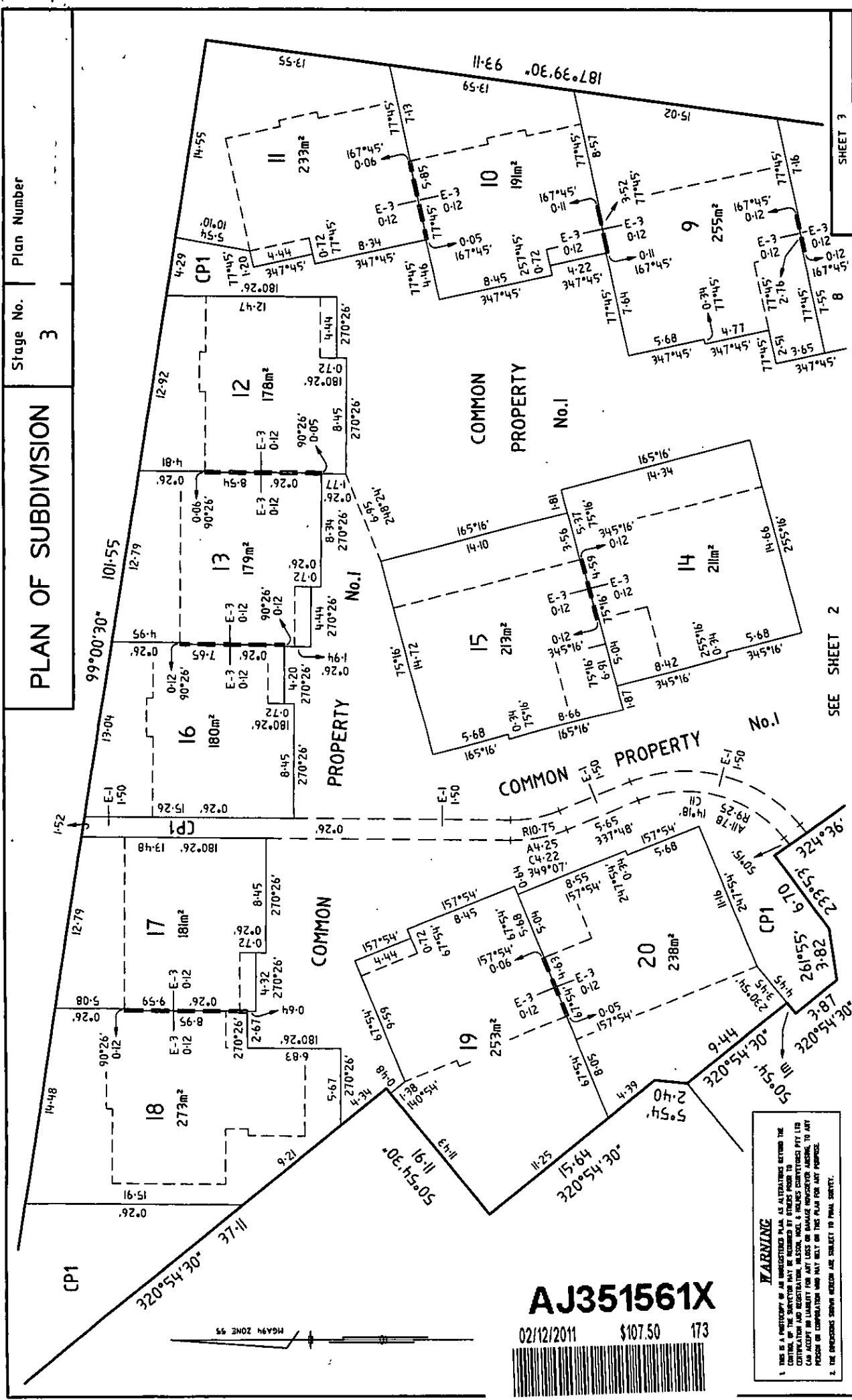
LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS.  
 SIGNATURE ..... DATE 17/08/2011  
 REF 9588 DISK No. P:/9588  
 DWG No 9588S-3 VER 05

SCALE  
 2.5 0 2.5 5 7.5 10  
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3  
 SCALE 1:250

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**  
 A.C.N. 067 949 615  
 Surveyors, Engineers & Town Planners.  
 8A Codrington Street, Cranbourne, 3977  
 Phone (03) 5996 4133 Fax (03) 5996 6119

**WARNING**  
 1. THIS IS A PRELIMINARY PLAN AS ALTERATIONS BETWEEN THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY FIELDWORK TO CORRECT THE PLAN TO REFLECT THE ACTUAL SURVEYED DATA. THE SURVEYOR'S OFFICE CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE INCURRED ARISING IN ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.  
 2. THE DIMENSIONS SHOWN HEREIN ARE SUBJECT TO FINAL SURVEY.



**PLAN OF SUBDIVISION**

Stage No. **3**

Plan Number

SHEET 3

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) **STANLEY G. JEFFREYS**

SIGNATURE .....

DATE **21/02/2011**

REF **9588**

DWG No **9588S-3** VER **04**

DISK No. **USB016**

SCALE

ORIGINAL SHEET SIZE **A3**

SCALE **1:250**

LENGTHS ARE IN METRES

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd.**

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners.

8A Codrington Street, Cranbourne. 3977

Phone (03) 5996 4133 Fax (03) 5996 6119

**AJ351561X**

02/12/2011 \$107.50 173

**WARNING**

1. THIS IS A COPY OF AN UNREGISTERED PLAN AS ALTERNATIVE TO THE CONTROL OF THE SURVEYOR THAT IS REQUIRED BY THE SURVEY ACT 1958. THIS PLAN IS NOT A SUBSTITUTE FOR A REGISTERED PLAN AND CANNOT BE USED AS EVIDENCE IN COURT. THE SURVEYOR ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE INCURRED ARISING TO ANY PERSON OR CORPORATION WHO RELIES ON THIS PLAN FOR ANY PURPOSE.

2. THE ENDORSEMENT SIGNATURE ARE SUBJECT TO FINAL SURVEY.

<b>OWNERS CORPORATION SCHEDULE</b>	Stage No. <b>3</b>	Plan Number
----------------------------------------	-----------------------	-------------

Owners Corporation 1 Plan No. ~~PS-677872J~~

Land affected by Owners Corporation: LOTS 1 & 4 (STAGE 1), 2 - 3 (STAGE 2), 5 - 20 (BOTH INCL.) AND COMMON PROPERTY No.1

Limitations of Owners Corporation: UNLIMITED

**Notations:**  
 THE PURPOSE OF OWNERS CORPORATION 1 PLAN No. PS677872J IS:  
 1. TO MANAGE THE LAND AFFECTED BY THE OWNERS CORPORATION.  
 2. TO MANAGE THE COMMON DRAINAGE, SEWERAGE AND WATER SUPPLY SERVICES.  
 ONLY THE MEMBERS OF OWNERS CORPORATION 2 ARE ENTITLED TO USE COMMON PROPERTY No.1.

**WARNING**

1. THIS IS A PHOTOCOPY OF AN UNREGISTERED PLAN. NO ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION. NILSSON, NOEL & HOLMES (SURVEYORS) PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.  
 2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO FINAL SURVEY.

**Lot Entitlement and Lot Liability**

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
LOTS 1&4 (STAGE 1)	200	200						
LOTS 2&3 (STAGE 2)	200	200						
5	100	100						
6	100	100						
7	100	100						
8	100	100						
9	100	100						
10	100	100						
11	100	100						
12	100	100						
13	100	100						
14	100	100						
15	100	100						
16	100	100						
17	100	100						
18	100	100						
19	100	100						
20	100	100						
<b>TOTAL</b>	<b>2000</b>	<b>2000</b>						

AJ351561X

02/12/2011      \$107.50      173

<p><b>Nilsson, Noel &amp; Holmes (Surveyors) Pty Ltd.</b></p> <p>A.C.N. 067 949 615                  Surveyors, Engineers &amp; Town Planners.                  8A Codrington Street, Cranbourne 3977                  Phone (03) 5996 4133 Fax (03) 5996 6119</p>	<p>LICENSED SURVEYOR (PRINT) <b>STANLEY G. JEFFREYS</b></p> <p>SIGNATURE ..... DATE 17/08/2011</p> <p>REF <b>9588</b></p>	<p style="text-align: right;">SHEET 4</p> <p>.....</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p style="text-align: right; font-size: small;">Original sheet size A3</p>
	<p>DWG No. 9588S-3    VER 05</p>	<p style="text-align: right;">DISK No. P:/9588</p>

<b>OWNERS CORPORATION SCHEDULE</b>	Stage No. <b>3</b>	Plan Number
----------------------------------------	-----------------------	-------------

**Owners Corporation 2** **Plan No. ~~PS 63387ZJ~~**

**Land affected by Owners Corporation:** LOTS 2-3 (STAGE 2), 5 - 20 (BOTH INCL.) AND COMMON PROPERTY No.1

**Limitations of Owners Corporation:** LIMITED TO COMMON PROPERTY No.1

**Notations:**  
 LOTS IN THE TABLE BELOW ARE ALSO AFFECTED BY OWNERS CORPORATION 1.  
 CERTIFICATE OF TITLE FOR COMMON PROPERTY No.1 IS IN THE NAME OF OWNERS CORPORATION 1.

**WARNING**

1. THIS IS A PHOTOCOPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, NILSSON, NOEL & HOLMES (SURVEYORS) PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.

2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO FINAL SURVEY.

**Lot Entitlement and Lot Liability**

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
LOTS 2-3 (STAGE 2)	200	200						
5	100	100						
6	100	100						
7	100	100						
8	100	100						
9	100	100						
10	100	100						
11	100	100						
12	100	100						
13	100	100						
14	100	100						
15	100	100						
16	100	100						
17	100	100						
18	100	100						
19	100	100						
20	100	100						
<b>TOTAL</b>	<b>1800</b>	<b>1800</b>						

AJ351561X

02/12/2011     \$107.50     173

<p><b>Nilsson, Noel &amp; Holmes (Surveyors) Pty Ltd.</b></p> <p>A.C.N. 067 949 615                  Surveyors, Engineers &amp; Town Planners.                  8A Codrington Street, Cranbourne 3977                  Phone (03) 5996 4133 Fax (03) 5996 6119</p>	<p>LICENSED SURVEYOR (PRINT) <b>STANLEY G. JEFFREYS</b></p> <p>SIGNATURE ..... DATE 17/08/2011</p> <p>REF <b>9588</b></p>	<p>SHEET 5</p> <p>.....</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
	<p>DWG No. 9588S-3    VER 05</p>	<p>DISK No. P:/9588</p>



## Maddocks

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666

info@maddocks.com.au  
www.maddocks.com.au

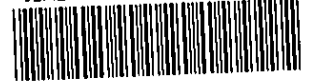
DX 259 Melbourne

Date 28 / 11 / 2011

### Agreement under section 173 of the Planning and Environment Act 1987 Subject Land: part of 11-15 Vista Court, Gembrook

# AJ351561X

02/12/2011 \$107.50 173



Cardinia Shire Council  
and

Gembrook Views Estate Pty Ltd  
ACN 076 151 463



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- 2. **Interpretation** ..... 2
- 3. **Owner's specific obligations**..... 3
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**AJ351561X**

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---

## Agreement under section 173 of the Planning and Environment Act 1987

**Dated** 28 / 11 / 2011

---

### Parties

Name	<b>Cardinia Shire Council</b>
Address	Henty Way, Pakenham, Victoria
Short name	<b>Council</b>

**AJ351561X**



Name	<b>Gembrook Views Estate Pty Ltd ACN 076 151 463</b>
Address	80 Waverley Road, Malvern East, Victoria
Short name	<b>Owner</b>

---

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 6 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- E. The Parties enter into this Agreement:
  - E.1 to give effect to the Planning Permit and the Development Permit; and
  - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

### The Parties agree

---

#### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.



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2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

**3. Owner's specific obligations**

**3.1 Compliance with the Development Permit**

Except with Council's prior written consent the Owner:

3.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and

3.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

**3.2 Expiry of Development Permit**

The Owner's obligations under clause 3.1 continue to apply:

3.2.1 regardless of any right conferred by the Planning Scheme;

3.2.2 regardless of any subdivision of the Subject Land; and

3.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

**4. Owner's further obligations**

**4.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

**4.2 Further actions**

The Owner:

4.2.1 must do all things necessary to give effect to this Agreement;

4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so including:

(a) signing any further agreement, acknowledgment or document; and

(b) obtaining all necessary consents to enable the recording to be made.

**4.3 Council's costs to be paid**

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's reasonable costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

**AJ351561X**



---

**5. Agreement under section 173 of the Act**

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

---

**6. Owner's warranties**

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

---

**7. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 7.1 give effect to this Agreement; and
- 7.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

**8. General matters**

**8.1 Notices**

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number for service; or
- 8.1.5 by email to the person's current email address for service.

**8.2 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**8.3 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.



**8.4 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

**8.5 Inspection of documents**

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

**8.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

**9. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

---

**10. Ending of Agreement**

10.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.

10.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement.

**AJ351561X**

02/12/2011 \$107.50 173





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# Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed by and on behalf, and with the authority, of the **Cardinia Shire Council** by Jan Cussen in the exercise of a power conferred by an Instrument of Delegation dated 19 November 2009, in the presence of:

)  
)  
) *Jan Cussen*  
)

*L. McKinnon*  
.....  
Witness

**AJ351561X**

02/12/2011 \$107.50 173

Executed by **Gembrook Views Estate Pty Ltd** ACN 076 151 463 in accordance with section 127(1) of the Corporations Act 2001 by being signed by the authorised person for the company:

)  
)  
)  
)  
)

*Colin James Pochas*  
.....  
*80 Waverley Road*  
*Malvern East Vic 3145*

Sole Director and Sole Company Secretary

Full name

Usual address

## Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under Instrument of mortgage No. AG292327J consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

*Karen Sandry*  
.....

**KAREN SANDRY**  
**PARTNER**





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 08/09/2023 11:53:49 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS633872J**

The land in PS633872J is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 20.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

80 WAVERLEY ROAD MALVERN EAST VIC 3145

PS633872J/S2 05/09/2011

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC009740J 31/01/2011

### Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 08/09/2023 11:53:49 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS633872J**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
<b>Total</b>	<b>2000.00</b>	<b>2000.00</b>

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

Statement End.





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 08/09/2023 11:53:49 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS633872J**

The land in PS633872J is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 2, 3, 5 - 20.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

11-15 VISTA COURT GEMBROOK VIC 3783

OC011807P 05/09/2011

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC011807P 05/09/2011

### Notations:

Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 1 is in the name of Owners Corporation 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 2	100	100
Lot 3	100	100
Lot 5	100	100
Lot 6	100	100
Lot 7	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 08/09/2023 11:53:49 AM

**OWNERS CORPORATION 2  
PLAN NO. PS633872J**

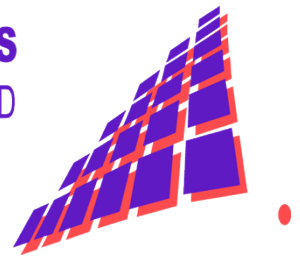
### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
<b>Total</b>	<b>1800.00</b>	<b>1800.00</b>

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

Statement End.



**FORM 2**

**BUILDING PERMIT**

Building Act 1993  
 BUILDING REGULATIONS 2006  
 Regulations 313

**BUILDING PERMIT:** BS-U 14088/20160292/0  
**ISSUE DATE:** 23 September 2016

**Owner<sup>1</sup>:**

Colin Parkes - C.J. Parkes P/L ATF C.J. Parkes Superannuation Fund 321 Koomang Road, Carnegie 3163 M: 0429 793 275

**Agent of Owner<sup>1</sup>:**

Andrew Brown - Sketch Building Design P/L 554-556 Glenhuntly Road, Elsternwick 3185 M: 0419 113 281

**Builder<sup>2</sup>:**

William Marshall - W. J. & F. Marshall P/L 2566 Korumburra-Wonthaggi Road, West Creek 3992 M: 0418 102 809

**PROJECT ADDRESS** Unit 5/13, Unit 6/13 & Unit 7/13 Vista Court, Gembrook 3783

**PROPERTY DETAILS**

Title Details: Lot: 12, 13 & 16 PS633872  
 Municipal District: Cardinia Shire Council

**PROJECT DESCRIPTION** Construction of three dwelling and attached garage

**NATURE OF BUILDING WORK**

Site Area (m <sup>2</sup> ):	537	Total New Floor Area (m <sup>2</sup> ):	392.1
Existing Dwellings:	0	New Dwellings Constructed:	3
Project Estimated Value:	\$370,500.00		

**BUILDING CLASSIFICATION**

BCA Class	Part of Building	Permitted Use	Max Live Load	Max People Accommodated
1a(ii)	Dwelling	Attached dwellings, town house or villa unit	1.5 kPa	N/A
10a	Garage	Garage, carport or shed	2.5 kPa	N/A

**BUILDING PERMIT COMMENCEMENT AND COMPLETION DATES**

Building work must commence by: **23/09/2017**  
 Building work must be completed by: **23/09/2018** (Note: For swimming pool and associated safety fence/barrier, the work must be completed within **six (6) months** of the commencement of the pool and safety fence/barrier)

**DETAILS OF RELEVANT PLANNING PERMIT (if applicable)**

Planning Permit Number: T080447a Planning Permit Issued Date: 17/09/2008

**OCCUPATION OR USE OF BUILDING**

An Occupancy Permit is required prior to use or occupation

## DETAILS OF DOMESTIC BUILDING WORK INSURANCE<sup>5</sup>

The issuer or provider of the required insurance policy is:	QBE
The domestic building work insurance policy/certificate number:	520057636BWI-11, 520057636BWI-12 & 520057636BWI-13
The domestic building work insurance policy/certificate issued date:	19/09/2016

## DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS

### (a) to be engaged in the building work<sup>3</sup>

TYPE	NAME	REGISTRATION NUMBER
Domestic Builder	William Marshall	DB-U 8406

### (b) engaged in the preparation of documentation to form part of the application for this permit<sup>4</sup>

TYPE	NAME	REGISTRATION NUMBER
Draftperson	Andrew Brown	DP-AD 22139
Civil Engineer	Darren Cuttler	EC 2033

## ALTERNATIVE SOLUTION

An *Alternative Solution* was used to determine compliance with the following requirements of the BCA that relate to this project:

1. Pursuant to Section 10(2) of Building Act 1993, I hereby certify that substantial progress was made on the design of this building prior to the implementation of BCA 2011 - Energy Efficiency (6 Stars) on the 1st May 2011.

## INSPECTION REQUIREMENTS

### The mandatory notification stages are:

Pre-slab  
Slab reinforcement  
Framework  
Final

## CONDITIONS

The permit is subject to the following conditions:

1. Each mandatory inspection stage is to be inspected and approved before works may proceed
2. A sign must be displayed on the allotment during construction showing the Building Permit number, the date it was issued, the Builder's and Building Surveyor's registration numbers and contact details.
3. All building work shall be carried out in accordance with the Building Regulations 2006 and the current Building Code of Australia (BCA).
4. Before building work is commenced, additional permits or approvals may need to be obtained under other Acts or other Regulations.
5. The building work described in the approved plans and specifications must not be altered in any way without the approval of the relevant building surveyor.
6. It is the responsibility of the owner and/or builder to comply with council Local Laws.
7. It is the responsibility of the owner and/or builder to confirm if Council requires an asset protection permit to be issued for the project.
8. It is the owners responsibility to comply with any Covenants, Section 173 Agreements or Restrictions contained in the Certificate of Title/or Plan of Subdivision.
9. The owner's attention is drawn to the document published by the CSIRO 'Foundation Maintenance and Footing Performance: A Homeowner's Guide Building Technology File 18' (formerly known as Guide to Home Owners on Foundation Maintenance and Footing Performance 10-91) and the requirements of AS 2870, both of which indicate the owner's responsibilities in regard to the regular maintenance of the building; site and soil conditions.
10. All plumbing work must be carried out by a licensed plumber. Plumbing compliance certificates are to be lodged for all plumbing work (if applicable) to the relevant building surveyor before the Occupancy Permit or Certificate of Final Inspection can be issued.

11. All stormwater must be conveyed by means of pipes to discharge points as directed by the responsible authority (Council) in accordance with AS/NZS 3500 National Plumbing & Drainage code.
12. The wall manufacturer's bracing layout plan are to be submitted to the relevant building surveyor for approval prior to the frame inspection.
13. The roof truss manufacturer's computations and layout plan are to be submitted to the relevant building surveyor for approval prior to the frame inspection.
14. Termite protection is to be provided in accordance with AS3660.1 where building work is being carried out in an area designated by Council as termite prone. It is the owner's responsibility to carry out regular inspections (12 months maximum) of the building and surrounding areas for evidence of termite activity.
15. It is the owners/agents responsibility to ensure that all of the conditions on the Town Planning permit are complied with and that the permit remains valid.
16. It is the responsibility of the owner or builder to check the location of any sewer mains and/or council drains prior to the commencement of building works. The building surveyor must be notified if a sewer main/council drain is found to be under or in close proximity to the building.
17. All major domestic building contracts for amounts exceeding \$5000 are required to be carried out by a registered Building Practitioners in accordance with the Domestic Building Contracts Act 1995.

#### RELEVANT BUILDING SURVEYOR DETAILS



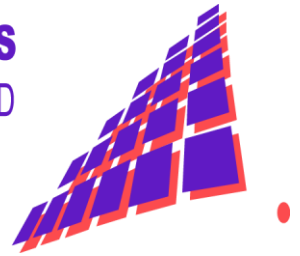
Signature \_\_\_\_\_

**Iain Stewart**

**PRIVATE BUILDING SURVEYOR BS-U 14088**

#### NOTES

- Note 1: Under Regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 2: Under Regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3: Include building practitioners with continuing involvement in the building work.
- Note 4: Include only building practitioners with no further involvement in the building work.
- Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

**Form 6**Building Act 1993  
BUILDING REGULATIONS 2006  
Regulation 1005**OCCUPANCY PERMIT****OCCUPANCY PERMIT NO:** 20160292/0/A**ISSUE DATE:** 17 May 2017**PROJECT ADDRESS:** Unit 5/13 Vista Court, Gembrook 3783**PROPERTY DETAILS**

Title Details: Lot: 16 PS633872

Municipal District: Cardinia Shire Council

**PROJECT DESCRIPTION:** Construction of three dwelling and attached garage**BUILDING DETAILS**

BCA Class	Part of Building	Permitted Use	Max Live Load	Max People Accommodated
1a ii	Dwelling	Attached dwellings, town house or villa unit	1.5 kPa	N/A
10a	Garage	Garage, carport or shed	2.5 kPa	N/A

**DATE OF INSPECTION** 16/05/2017**CONDITIONS**

This permit is subject to the following conditions:

1. Termite protection has been provided in accordance with AS3660.1-2000. It is the owner's responsibility to carry out regular inspections (12 months max.) of the building and surrounding areas for evidence of termite activity.
2. The owner's attention is drawn to the document published by the VBA - 'Minimising Foundation Movement and Damage to Your House', CSIRO - 'Foundation Maintenance and Footing Performance: A Homeowner's Guide - Building Technology File 18', and the requirements of AS 2870, all of which indicate the owner's responsibilities with regard to the regular maintenance of the building, site drainage, plumbing leaks, excessive or irregular watering of gardens adjacent to the building, and tree root growth. This document can be purchased from the CSIRO. [www.publish.csiro.au](http://www.publish.csiro.au).

**SUITABILITY OF OCCUPATION**

The building or place of public entertainment or part of building or place of public entertainment to which this permit applies is suitable for occupation.

**RELEVANT BUILDING SURVEYOR DETAILS**

Signature .....

**Iain Stewart****PRIVATE BUILDING SURVEYOR BS-U 14088**



027

CJ PARKES P/L ATF CJ PARKES  
321 KOORNANG ROAD  
CARNEGIE 3163

**Account Number**  
52BWBJS01  
**Date Issued**  
19/09/2016

Dear CJ PARKES P/L ATF CJ PARKES

Your builder has requested that QBE Insurance (Australia) Limited issue domestic building insurance for the building works you have agreed to have the builder carry out. The Victorian Managed Insurance Authority (VMIA) underwrites this cover and will handle any claim that may arise under this policy.

Enclosed you will find the following documents that you should read and keep in a safe place:

- Certificate of Insurance
- Frequently asked questions (FAQs) about this cover
- Policy wording that details the cover provided

The certificate is issued in line with information given to us at the time the builder requested cover.

#### **What do I need to do?**

You will need to carefully review the information contained on the Certificate of Insurance and ensure that it accurately reflects the building works being performed. In particular, you should check the information listed on the Certificate of Insurance against your building contract as follows:

- Is the builder name correct?
- Is the 'declared contract price' on the certificate the same as the price listed in your building contract?

If the answer to either of these questions is no, or you are unsure, please contact QBE on 1300 790 723 for advice.

#### **What does this insurance cover?**

Domestic building insurance is designed to protect you and any subsequent purchaser(s) of the property, subject to the terms and conditions of the policy, in the event that you sustain loss or damage ONLY IF the compensation for that loss or damage is not recoverable from the builder due to the builder's death, disappearance or insolvency, or because the builder fails to comply with a Tribunal or Court Order.

You should also read the frequently asked questions (FAQs) and the policy wording to find out what this policy does and does not cover.

If you have any questions, please contact QBE on 1300 790 723.

Yours sincerely  
QBE Insurance (Australia) Limited



CJ PARKES P/L ATF CJ PARKES  
321 KOORNANG ROAD  
CARNEGIE 3163

**Account Number**  
52BWBJS01  
**Date Issued**  
19/09/2016

**Policy Schedule Details**

**Certificate in Respect of Insurance**

Domestic Building Contract

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 QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of 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.

**Domestic Building Work**

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

**At the property**

LOT 16, 5/13 VISTA COURT  
GEMBROOK VIC 3783

**Carried out by the builder**

W J & F MARSHALL  
ABN: 56 022 038 626

**Important note:** 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 QBE **IMMEDIATELY**. If these details are incorrect, the domestic building work will not be covered.

**For the building owner**

CJ PARKES P/L ATF CJ PARKES  
SUPERANNUATION FUND

**Pursuant to a domestic building contract dated**

31/08/2016

**For the contract price of**

\$123,500.00

**Type of cover**

Cover is only provided if W J & F MARSHALL has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order\*

**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\*

**The maximum policy limit for all claims made under this policy is**

\$300,000 all inclusive of costs and expenses\*

**The maximum policy limit for all claims for non-completion of the domestic building works is**

20% of the contract price\*

\*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, limitations and exclusions contained in the policy terms and conditions.



**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 520057636BWI-11

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



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 QBE Insurance (Australia) Limited for and on behalf of

**Victorian Managed Insurance Authority (VMIA)**

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium	\$555.00
GST	\$55.50
Stamp Duty	\$61.05
<b>Total</b>	<b>\$671.55</b>

**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.



If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723

Below are some examples of what to look for:

CERTIFICATE OF INSURANCE		YOUR DOMESTIC BUILDING CONTRACT
Owner: _____ _____  Carried out by the builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678	<b>MATCH</b> <i>Both name of builder and ACN or ABN match</i>  	Owner: _____ _____  Builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678  
Owner: _____ _____  Carried out by the builder: → JOHN CITIZEN ABN: 12 345 678 910	<b>NO MATCH</b> <i>Call QBE, name of builder does not match</i>  	Owner: _____ _____  Builder: → CITIZEN CONSTRUCTIONS PTY LTD ACN: 12 345 678  
Owner: _____ _____  Carried out by the builder: ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678	<b>NO MATCH</b> <i>Call QBE, ABN or ACN does not match</i>  	Owner: _____ _____  Builder: ACME CONSTRUCTIONS PTY LTD → ACN: 87 956 123  



# DOMESTIC BUILDING INSURANCE

## Insurance Policy

For Certificates of Insurance issued on or after 1 July 2015



**QBE Insurance (Australia) Limited**

ABN 78 003 191 035  
AFS Licence No. 239545

628 Bourke Street  
Melbourne VIC 3000  
Telephone: 03 9246 2666  
Facsimile: 03 9246 2611

This Policy is underwritten by  
**Victorian Managed Insurance Authority**  
ABN 39 682 497 841

Level 10 South, 161 Collins Street  
Melbourne VIC 3000  
PO Box 18409  
Collins Street East, VIC 8003

## About this booklet

Some key words and terms used in this booklet have a special meaning. These key words are in bold to draw to **your** attention that they have a special meaning. The special meaning is contained in the definition section of the Policy Terms and Conditions.

Where **we** refer to "**we**" or "**us**" in this booklet **we** are referring to the Victorian Managed Insurance Authority or QBE Australia acting in its capacity as agent for the Victorian Managed Insurance Authority.

Where **we** refer to "**you**" or "**your**" in this booklet **we** are referring to the homeowner on whose behalf **domestic building work** is done or is to be done by the **builder** or **speculative builder** and any successor in title to that homeowner (but **we** are not referring to the **builder** or **speculative builder** or a **developer** or a person who is excluded from the definition of "**you/your**" in the definition section of the Policy Terms and Conditions).

**This booklet contains 2 separate parts:**

**General Information and the Policy Terms and Conditions.**

### General Information

This part of the booklet contains information **you** and the **builder** or **speculative builder** need to know. Please read it carefully.

### Policy Terms and Conditions

The Policy part of this booklet contains the Policy Terms and Conditions, which together with the **certificate of insurance** detail all the terms, conditions and exclusions relating to this **policy**. It forms part of **your** legal contract with **us**.

If **we** issue a policy, **you** will be given a **certificate of insurance**. The **certificate of insurance** sets out the specific terms applicable to **your** cover and should be read together with the Policy Terms and Conditions.

The Policy Terms and Conditions and the **certificate of insurance** **we** send to **you** form **your** legal contract with **us** so please keep them in a safe place for future reference.

If **you** or the **builder** or the **speculative builder** require further information about insurance for **domestic building work** (Domestic Building Insurance), please contact **us**.

## About VMIA

The Victorian Managed Insurance Authority is a corporation created by the Victorian Managed Insurance Authority Act 1996 to provide certain types of insurance products. It is a designated insurer under the Building Act 1993 to provide Domestic Building Insurance. VMIA has authorised QBE Australia as its agent to issue Domestic Building Insurance on its behalf.

## About QBE Australia

QBE Insurance (Australia) Limited is a member of the QBE Insurance Group (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers worldwide. The company has been operating in Australia since 1886.

QBE Australia is a household name in Australian insurance, backed by sizeable assets, and well known as a strong and financially secure organisation.

# GENERAL INFORMATION FOR DOMESTIC BUILDING INSURANCE POLICY

The information contained in this part is general information only and does not form part of **your** contract with us. The Policy Terms and Conditions in the rest of this booklet together with the **certificate of insurance** contain details of **your** contract.

## Duty of Disclosure – What you and the builder or speculative builder must tell us

Under the Insurance Contracts Act 1984 (the Act), **you** and the **builder** or **speculative builder** have a Duty of Disclosure. **You** and the **builder** or the **speculative builder** are required before you enter into, renew, vary, extend or reinstate this **policy**, to tell us everything **you** and the **builder** or the **speculative builder** know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to **our** decision whether to cover **you**, and anyone else to be covered under this **policy**, and if so, on what terms.

- **You** and the **builder** or **speculative builder** do not have to tell **us** about any matter
  - that diminishes the risk
  - that is of common knowledge
  - that **we** know or should know in the ordinary course of **our** business as an insurer, or
  - which **we** indicate **we** do not want to know.
- If **you** do not tell **us**:  
If **you** do not comply with **your** Duty of Disclosure **we** may reduce or refuse to pay a **claim** or cancel this **policy**. If **your** non-disclosure is fraudulent **we** may treat this **policy** as never having worked.
- If the **builder** or **speculative builder** does not tell **us**:  
If the **builder** or **speculative builder** does not comply with its Duty of Disclosure **we** will not either refuse to pay a **claim** under this **policy** or reduce any liability under this **policy** on that ground. However **we** may recover from the **builder** or **speculative builder** any amount **we** pay under this **policy** in those circumstances.

## Privacy

Privacy legislation regulates the way organisations can collect, use, keep secure and disclose personal information. QBE Australia is bound by the Privacy Act 1988 (Cth.) and VMIA is bound by the Privacy and Data Protection Act 2014 (Vic.), when collecting and handling **your** and the **builder's** or **speculative builder's** personal information.

VMIA and QBE Australia have developed privacy policies which explain what sort of personal information **we** hold about **you** and the **builder** or **speculative builder** and what **we** do with it.

**We** will only collect personal information from or about **you** and the **builder** or **speculative builder** for the purpose of assessing the application for insurance and administering this **policy**, including any **claims** **you** make. **We** will only use and disclose **your** and the **builder's** or **speculative builder's** personal information for a purpose **you** or the **builder** or **speculative builder** would reasonably expect.

**We** may need to disclose personal information to **our** reinsurers, (who may be located overseas), insurance intermediaries, insurance reference bureaux, credit reference agencies, **our** advisers, the Victorian Building Authority or other authorities established to regulate the building industry and those involved in the claims handling process (including assessors and investigators), for the purposes of assisting **us** and them in providing relevant services and products, or for the purposes of litigation. **We** may disclose personal information to people listed as co-insured on this **policy** and to family members or agents authorised by **you** or the **builder** or **speculative builder**. **We** may disclose the following personal information to any person: **policy** number; date of **certificate of insurance**; address of **building site**; name of **builder** or **speculative builder**; whether a **claim** has been made; and the amount of any indemnity remaining under the **policy** limits. **We** may also disclose information to organisations which conduct customer service surveys on **our** behalf. **We** will request **your** consent to any other purpose.

By providing personal information to **us**, **you** and the **builder** or **speculative builder** consent to **us** making these disclosures. Without **your** and the **builder's** or **speculative builder's** personal information **we** may not be able to issue insurance cover to **you** or process **your** **claim**.

**You** and the **builder** or **speculative builder** also have the opportunity to find out what personal information **we** hold about **you** and the **builder** or **speculative builder** and, when necessary, correct any errors in this information. Generally **we** will do this without restriction or charge.

For further information about VMIA's Privacy Policy (which is available at the website [www.vmia.vic.gov.au](http://www.vmia.vic.gov.au)) or to access or correct **your** personal information, please contact The Privacy Officer, Victorian Managed Insurance Authority, Level 10 South, 161 Collins Street Melbourne VIC 3000, Telephone: 03 9270 6912, Facsimile: 03 9270 6949, Email: [privacy@vmia.vic.gov.au](mailto:privacy@vmia.vic.gov.au)

For further information about QBE Australia's Privacy Policy or to access or correct **your** or the **builder's** or **speculative builder's** personal information, please contact The Compliance Manager, QBE Insurance (Australia) Limited, GPO Box 82 Sydney NSW 2001.

## The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice. The Code aims to:

- promote more informed relations between insurers and their customers;
- improve consumer confidence in the general insurance industry;
- provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- commit insurers and the professionals they rely upon to higher standards of customer service.

## Dispute resolution

**We** will do everything possible to provide a quality service to the **builder** or **speculative builder** and **you**. However, **we** recognise that occasionally there may be some aspect of **our** service or a decision **we** have made that the **builder** or **speculative builder** or **you** wish to query or draw to **our** attention.

We have a Complaints and Dispute Resolution Procedure which undertakes to provide an answer to the **builder's** or the **speculative builder's** or **your** complaint within 15 working days.

If the **builder** or **speculative builder** or **you** would like to make a complaint or access **our** internal dispute resolution service please contact the nearest QBE Australia office or VMIA and ask to speak to a dispute resolution specialist.

## POLICY TERMS AND CONDITIONS FOR DOMESTIC BUILDING INSURANCE POLICY

### Insurer

1. This **policy** is underwritten by the Victorian Managed Insurance Authority, ABN 39 682 497 841 of Level 10, South, 161 Collins Street, Melbourne Victoria 3000.

### Insurer's agent

2. VMIA has authorised QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of 8 Chifley Square, Sydney NSW 2000, to issue this **policy** on its behalf as its agent.

### Our agreement with you

3. This **policy** is a legal contract between **you** and **us**. The **builder** or **speculative builder** pays **us** the premium on **your** behalf, and **we** provide **you** with the cover as set out in the **policy**, during the period of insurance described in these Policy Terms and Conditions.
4. The limitations set out in clauses 37 to 40 in the section headed 'How much will **we** pay? - Limitations' apply to all **claims** except where otherwise stated. The amount of any limitation that applies to this **policy** is set out in the Policy Terms and Conditions.
5. The excesses set out in clauses 41 to 47 in the section headed 'How much will **we** pay? – Excess' apply to all **claims** except where otherwise stated. The amount of any deductible that applies to this **policy** is set out in the Policy Terms and Conditions.
6. The exclusions set out in clause 48 in the section headed 'What **we** don't pay' apply to all **claims** except where otherwise stated.
7. The conditions set out in clauses 60 to 71 in the section headed 'General Conditions' apply to all **claims** except where otherwise stated.

### This Policy

8. This **policy** consists of the Policy Terms and Conditions in this booklet and the **certificate of insurance** **we** give **you** and also give to the **builder** or **speculative builder**.
9. Please read this **policy** carefully, and satisfy yourself that it provides the cover **you** require.
10. This **policy** will not be renewed and is of a kind that is not usual to renew.
11. If **you** want more information about any part of this **policy**, please ask **us**.

12. The address and telephone number of **your** QBE Australia branch and VMIA are on the **certificate of insurance**.
13. **You** should keep the Policy Booklet and **certificate of insurance** together in a safe and convenient place for future reference.

### Paying the premium

14. The **builder** or **speculative builder** must pay the premium by the due date.

### How Goods and Services Tax affects any payments we make

15. When **we** pay a **claim**, **your** GST status will determine the amount **we** pay.
16. When **you** are:
  - (a) not registered for GST, the amount **we** pay is the sum insured/limit of liability or the other limits of insurance cover including GST;
  - (b) or would be, entitled to claim an input tax credit in respect of any GST component of an amount otherwise covered by this **policy**, then the indemnity **we** give to **you** will exclude the GST component of that amount. In these circumstances, the input tax credit may be claimable through **your** Business Activity Statement (BAS).
17. **You** must advise **us** of **your** correct Australian Business Number.
18. Any GST liability arising from **your** incorrect advice is payable by **you**.
19. Where the settlement of **your claim** is less than the sum insured/limit of liability or the other limits of insurance cover, **we** will only pay an amount for GST (less **your** entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover **your** loss, **we** will only pay the GST relating to **our** settlement of the **claim**.
20. **We** will (where relevant) pay **you** on **your** claim by reference to the GST exclusive amount of any supply made by any business of **yours** which is relevant to **your claim**.
21. GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

## Words with special meanings – definitions which apply to all sections of this policy

22. Some key words and terms used in this **policy** have a special meaning. These key words are in bold to draw to **your** attention that those words have a special meaning.
23. If words and terms are only used in just one section of the **policy**, we will describe their special meaning in that section.
24. Wherever the following words or terms are used in this **policy** and they are in bold, they mean what is set out below:

Word or Term	Meaning
<b>Act</b>	the Building Act 1993 and regulations. The regulations when referred to separately are referred to as the <b>regulations</b> .
<b>builder</b>	the person, partnership or company named in the <b>certificate of insurance</b> as the builder.
<b>building</b>	the <b>home(s)</b> located or to be located at the <b>building site</b> described in the <b>certificate of insurance</b> .
<b>building contract</b>	the contract described in the <b>certificate of insurance</b> between <b>you</b> or a <b>developer</b> and the <b>builder</b> or between <b>you</b> and the <b>speculative builder</b> pursuant to which the <b>work</b> is <b>carried out</b> or is to be <b>carried out</b> in connection with the <b>building</b> .
<b>building site</b>	the place where the <b>work</b> is <b>carried out</b> or is to be <b>carried out</b> .
<b>carry out or carried out</b>	includes manage or arrange the carrying out.
<b>certificate of insurance</b>	the certificate we produce that includes important information and details about this <b>policy</b> and forms part of this <b>policy</b> . The <b>certificate of insurance</b> will be evidence of the issue of this <b>policy</b> .
<b>claim</b>	a claim for indemnity under the <b>policy</b> by <b>you</b> or on behalf of <b>you</b> made on a VMIA claim form sent to the VMIA or its agent.
<b>commencement date</b>	The earlier of: (a) the date that the <b>building contract</b> is entered into; or (b) the date of issue of the building permit for the <b>work</b> .
<b>common property</b>	the common property of the <b>building</b> on land in a plan of subdivision containing common property.

Word or Term	Meaning
<b>completion (of the work)</b>	(a) the date of issue of the occupancy permit in respect of the <b>building</b> (whether or not that permit is subsequently cancelled or varied). (b) if an occupancy permit is not issued, the date of issue under part 4 of the Act of a certificate of final inspection of the <b>work</b> . (c) in any other case, the date of practical completion of the <b>work</b> .
<b>construction</b>	(a) build, rebuild, erect or re-erect the <b>building</b> ; (b) make alterations to the <b>building</b> ; (c) enlarge or extend the <b>building</b> ; or (d) cause any other person to do, or manage or arrange the doing of, any of the above in relation to the <b>building</b> .
<b>defective</b>	includes, in respect of any of the <b>work</b> : (a) in breach of a <b>statutory warranty</b> given by the <b>builder</b> or <b>speculative builder</b> under the <b>building contract</b> ; or (b) where there has been a failure to maintain any standard or quality of work specified in the <b>building contract</b> .
<b>developer</b>	any building owner or other person for whom 3 or more <b>homes</b> are or will be built on any one building site or on more than one building site under one <b>domestic building contract</b> .  In calculating the number of <b>homes</b> that are being or will be built for the purpose of determining whether a building owner or other person is a <b>developer</b> , a <b>home</b> which is or is to be the principal place of residence of that building owner or person is to be disregarded.
<b>disappeared</b>	cannot be found, after due search and enquiry.
<b>Domestic Building Act or Domestic Building Regulations</b>	respectively, the Domestic Building Contracts Act 1995 and the regulations made under that legislation.
<b>domestic building contract</b>	a contract for the provision of <b>domestic building work</b> .

Word or Term	Meaning
<b>domestic building work</b>	<p>the following work:</p> <ul style="list-style-type: none"> <li>(a) the erection or construction of a <b>home</b>, including; <ul style="list-style-type: none"> <li>(i) any associated work including but not limited to, landscaping, paving and the erection or construction of any building or fixture associated with the <b>home</b> (such as retaining structures, driveways, fencing, garages, workshops, swimming pools or spas); and</li> <li>(ii) the provision of lighting, heating, ventilation, air conditioning, water supply, sewage or drainage to the <b>home</b> or the property on which the <b>home</b> is, or is to be;</li> </ul> </li> <li>(b) the renovation, alteration, extension, improvement or repair of a <b>home</b>;</li> <li>(c) any work such as landscaping, paving or the erection or construction of retaining structures, driveways, fencing, garages, workshops, swimming pools or spas that is to be carried out in conjunction with the renovation, alteration, extension, improvement or repair of a <b>home</b>;</li> <li>(d) the demolition or removal of a <b>home</b>;</li> <li>(e) any work associated with the construction or erection of a building: <ul style="list-style-type: none"> <li>(i) on land zoned for residential purposes under a planning scheme under the Planning and Environment Act 1987 (Vic); and</li> <li>(ii) in respect of which a building permit is required under the <b>Act</b>;</li> </ul> </li> <li>(f) any site work (including work required to gain access, or to remove impediments to access, to a building site) related to work referred to above;</li> <li>(g) the preparation of plans or specifications for the carrying out of work referred to above; or</li> <li>(h) any work that the <b>Domestic Building Regulations</b> state is building work for the purposes of the <b>Domestic Building Act</b>.</li> </ul> <p><b>Domestic building work</b> does not include:</p> <ul style="list-style-type: none"> <li>(i) any work that the <b>Domestic Building Regulations</b> state is not building work to which the <b>Domestic Building Act</b> applies;</li> <li>(j) any work in relation to a farm building or proposed farm building (other than a <b>home</b>);</li> <li>(k) any work in relation to a building intended to be used only for business purposes;</li> <li>(l) any work in relation to a building intended to be used only to accommodate animals;</li> </ul>

Word or Term	Meaning
<b>domestic building work</b> (continued)	<ul style="list-style-type: none"> <li>(m) design work carried out by an architect or a building practitioner registered under the <b>Act</b> as an engineer or a draftsman;</li> <li>(n) any work involved in obtaining foundations data in relation to a building site; or</li> <li>(o) the transporting of a building from one building site to another.</li> </ul>
<b>home</b>	<p>any residential premises or part of any other premises that is used as residential premises.</p> <p><b>Home</b> does not include:</p> <ul style="list-style-type: none"> <li>(a) a caravan or rooming house within the meaning of the Residential Tenancies Act 1997 (Vic.);</li> <li>(b) any residence that is not intended for permanent habitation;</li> <li>(c) a motel, residential club, residential hotel or residential part of licensed premises under the Liquor Control Reform Act 1998 (Vic.);</li> <li>(d) a nursing home, hospital or accommodation associated with a hospital;</li> <li>(e) any residence that the <b>Domestic Building Regulations</b> state is not a home for the purposes of the definition of home in the <b>Domestic Building Act</b>.</li> </ul>
<b>insolvent</b>	<ul style="list-style-type: none"> <li>(a) in relation to an individual, that the individual is insolvent under administration (within the meaning of the Corporations Act 2001).</li> <li>(b) in relation to a body corporate, that the body corporate is an externally-administered body corporate (within the meaning of the Corporations Act 2001).</li> </ul>
<b>non-structural defect</b>	a defect in the <b>building</b> other than a <b>structural defect</b> .
<b>Order</b>	Domestic Building Insurance Ministerial Order under the <b>Act</b> no. S98 issued on Friday 23 May 2003 and any Ministerial Order which is supplementary to and operates in conjunction to this order
<b>policy</b>	these policy terms and conditions, any endorsements and the <b>certificate of insurance</b> .
<b>speculative builder</b>	<p>a person, partnership or corporation who:</p> <ul style="list-style-type: none"> <li>(a) owns land and carries out <b>domestic building work</b> on it;</li> <li>(b) is a registered building practitioner under the <b>Act</b> or has a partner or director who is a registered building practitioner under the <b>Act</b>; and</li> <li>(c) is named on the <b>certificate of insurance</b> as a speculative builder.</li> </ul>



Word or Term	Meaning
<b>statutory warranty</b>	<p>each of the following warranties implied by section 8 of the <b>Domestic Building Act</b>:</p> <p>(a) that the <b>work</b> will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the <b>building contract</b>.</p> <p>(b) that all materials supplied will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the <b>building contract</b>, those materials will be new.</p> <p>(c) that the <b>work</b> will be done in accordance with, and will comply with, the <b>Act</b> and any other law.</p> <p>(d) that the <b>work</b> will be done with reasonable care and skill and within the time stipulated in the <b>building contract</b>.</p> <p>(e) that, if the <b>work</b> consists of the erection or construction of a <b>home</b>, or is work intended to renovate, alter, extend, improve or repair a <b>home</b> to a stage suitable for occupation, the <b>home</b> will be suitable for occupation at the time the <b>work</b> is completed.</p> <p>(f) if the <b>building contract</b> states the particular purpose for which the <b>work</b> is required, or the result which the building owner wishes that <b>work</b> to achieve, so as to show that the building owner relied on the <b>builder's</b> skill and judgment, that the <b>work</b> and materials used in carrying out the <b>work</b> will be reasonably fit for that purpose or will be of such a nature and quality that might reasonably be expected to achieve that result.</p>
<b>structural defect</b>	<p>any defect in a <b>structural element</b> of the <b>building</b> that is attributable to defective design, defective or faulty workmanship or defective materials (or a combination of these) and that:</p> <p>(a) results in, or is likely to result in, the <b>building</b> or any part of the <b>building</b> being required by or under any law to be closed or prohibited from being used;</p> <p>(b) prevents, or is likely to prevent, the continued practical use of the <b>building</b> or any part of the <b>building</b>;</p> <p>(c) results in, or is likely to result in:</p> <p>(i) the destruction of the <b>building</b> or any part of the <b>building</b>; or</p> <p>(ii) physical damage to the <b>building</b> or any part of the <b>building</b>; or</p> <p>(d) results in, or is likely to result in a threat of imminent collapse that may reasonably be considered to cause destruction of the <b>building</b> or physical damage to the <b>building</b> or any part of the <b>building</b>.</p>

Word or Term	Meaning
<b>structural element</b>	<p>in relation to the <b>building</b> means:</p> <p>(a) any internal or external load-bearing component of the <b>building</b> that is essential to the stability of the <b>building</b> or any part of it, including (but not limited to) foundations, floors, walls, roofs, columns and beams; or</p> <p>(b) any component (including weatherproofing) that forms part of the external walls or roof of the <b>building</b>.</p>
<b>terrorism</b>	<p>any act, or the preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division of any such government, or in pursuit of political, religious, ideological or similar purpose to intimidate the public or a sector of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:</p> <p>(a) involves violence against one or more persons;</p> <p>(b) involves damage to property;</p> <p>(c) endangers life other than that of the person committing the action;</p> <p>(d) creates a risk to health or safety of the public or a section of the public; or</p> <p>(e) is designed to interfere with or disrupt an electronic system.</p>
<b>Trade Practices Act Provision</b>	Sections 52, 53, 55A or 74 of the Trade Practices Act 1974 (Cth) or Section 9, 11 or 12 of the Fair Trading Act 1999.
<b>Tribunal</b>	the Victorian Civil and Administrative Tribunal established by the Victorian Civil and Administrative Tribunal Act 1998.
<b>Tribunal or Court Order</b>	<p>Any order in favour of <b>you</b>, other than an interim order made by the <b>Tribunal</b> or a court of competent jurisdiction following a hearing on the merits where the <b>Tribunal</b> or court has made a finding:</p> <p>(1) that the <b>builder</b> or <b>speculative builder</b> is responsible for</p> <p>(a) loss or damage resulting from non-completion of the <b>work</b>;</p> <p>(b) loss or damage arising from <b>work</b> that is <b>defective</b>;</p> <p>(c) loss or damage resulting from conduct of the <b>builder</b> or <b>speculative builder</b> in respect of the <b>work</b> that contravenes a <b>Trade Practices Act Provision</b> (but only for the cost of rectifying the <b>work</b>);</p> <p>(d) the cost to <b>you</b> of alternative accommodation, removal and</p>

Word or Term	Meaning
	<p>storage costs reasonably and necessarily incurred subsequent to and as a result of an event referred to in clause 32;</p> <p>(e) <b>your</b> loss of a deposit or progress payment (or part of it) under the <b>building contract</b> due to an event referred to in clause 32.</p> <p>(2) as to the amount of the loss or damage suffered by <b>you</b> as a result of the events mentioned in (1).</p> <p><b>Tribunal or Court Order</b> does not include any order made by the <b>Tribunal</b> or a court of competent jurisdiction as a consequence of any default by the <b>builder</b> or <b>speculative builder</b> of provisions contained in terms of settlement or any agreement between <b>you</b> and the <b>builder</b> or <b>speculative builder</b> or any order made by the <b>Tribunal</b> or a court of competent jurisdiction which is an interim order or an order made without a hearing on the merits.</p>
<b>we/our/us</b>	VMIA and where the context permits also QBE Insurance (Australia) Limited ABN 78 003 191 035 only where QBE Australia is acting in its capacity as agent for the VMIA and not in any other capacity.
<b>work</b>	<p>the <b>domestic building work</b> which is described in the <b>certificate of insurance</b> and is done or is to be done by:</p> <p>(a) the <b>builder</b> or any person contracted by the <b>builder</b> to the <b>building</b> under the <b>building contract</b>; or</p> <p>(b) the <b>speculative builder</b> or any person contracted by the <b>speculative builder</b> to the <b>building</b> under the <b>building contract</b>; or</p> <p>(c) the <b>speculative builder</b> or any person contracted by the <b>speculative builder</b> to the <b>building</b>.</p>
<b>you/your</b>	<p>the person on whose behalf the <b>work</b> is done or is to be done and who is named on the <b>certificate of insurance</b> as the owner and any successor in title to that person.</p> <p><b>You/your</b> does not include:</p> <p>(a) any <b>developer</b>, but only for <b>claims</b> for non-completion of the <b>work</b> (but <b>you/your</b> does include <b>developer</b> for other <b>claims</b> including <b>claims</b> for supplementary cover related to the non-completion of the <b>work</b>);</p> <p>(b) the <b>speculative builder</b>;</p> <p>(c) the <b>builder</b>;</p> <p>(d) a person who does <b>domestic building work</b> other than under a <b>domestic building contract</b>;</p>

Word or Term	Meaning
	<p>(e) any related bodies corporate of those above, within the meaning of section 50 of the Corporations Act 2001; or</p> <p>(f) a company which has a common director or a common shareholder with the <b>speculative builder</b> or the <b>builder</b> if neither the company or the <b>speculative builder</b> or the <b>builder</b> is a public company</p>

25. A reference to any legislation is a reference to the legislation as amended from time to time.
- 25A. For the purpose of clauses 26, 32(a) and 32(b) a **builder** or **speculative builder** has failed to comply with a **Tribunal or Court Order** if:
- (a) the period within which the **builder** or **speculative builder** may appeal the **Tribunal or Court Order** has expired; and
  - (b) if the **builder** or **speculative builder** has appealed the **Tribunal or Court Order**, the appeal has been concluded and the time within which the **builder** or **speculative builder** may appeal the outcome of the appeal has expired; and
  - (c) following the expiration of all appeal periods, **you** have served a written demand on the **builder** or **speculative builder** seeking compliance with the **Tribunal or Court Order** and more than 28 days has passed since the demand was served; and
  - (d) the **builder** or **speculative builder** has not complied with the **Tribunal or Court Order** and **you** make a statutory declaration declaring in what way the **builder** or **speculative builder** has not complied with the **Tribunal or Court Order**.

### Domestic Building Insurance

26. Domestic Building Insurance protects **you**. This **policy** covers loss or damage resulting from the non-completion of the **work** or breach of **statutory warranty** only if the **builder** or **speculative builder** has:
- died; or
  - **disappeared**; or
  - become **insolvent**; or
  - failed to comply with a **Tribunal or Court Order**.

27. This **policy** also covers loss or damage resulting from a contravention of a **Trade Practices Act Provisions** only if the **builder** or **speculative builder** has:

- died; or
- **disappeared**; or
- become **insolvent**; or
- failed to comply with a **Tribunal or Court Order**.

28. The **builder** or **speculative builder** takes out this **policy**, but the beneficiary is **you**.

29. The **builder** or **speculative builder** is provided with a copy of the **certificate of insurance** and a copy of the Policy Terms and Conditions.

30. The **builder** or **speculative builder** must provide a copy of the **certificate of insurance** and the Policy Terms and Conditions to **you**.

### Who is covered by this policy?

31. **You** are the person covered under this **policy**. We do not cover anyone except **you**.

### What is covered by this policy?

#### Primary cover

32. We will indemnify **you** for the following sustained by **you**:

- (a) loss or damage resulting from non-completion of the **work** only if the **builder** or **speculative builder** has died or **disappeared** or become **insolvent** or failed to comply with a **Tribunal or Court Order**; or
- (b) the following loss or damage but only if the **builder** or **speculative builder** has died or **disappeared** or become **insolvent** or has failed to comply with a **Tribunal or Court Order**:
  - (i) loss or damage arising from **work** that is **defective**; or
  - (ii) loss or damage resulting from conduct of the **builder** or **speculative builder** in respect of the **work** that contravenes a **Trade Practices Act Provision** (but only for the cost of rectifying the **work**).

#### Supplementary cover

33. We will also indemnify **you** for the following:

- (a) the cost to **you** of alternative accommodation, removal and storage costs reasonably and necessarily incurred subsequent to and as a result of an event referred to in clause 32 in the section headed 'What is covered by this **policy**? - Primary cover'. We will not pay for accommodation or storage costs for any period of accommodation or storage that exceeds 60 days, excluding any period or periods of delay attributable to **us**; and
- (b) **your** loss of a deposit or progress payment (or part of it) under the **building contract** due to an event referred to in clause 32 in the section

headed 'What is covered by this **policy**? - Primary cover'.

### How long are you covered for?

#### Non-structural defects

34. This **policy** covers loss or damage arising from a **non-structural defect** occurring during the period commencing on the **commencement date** and ending 2 years after the **completion** of the **work** or the date of termination of the **building contract**, whichever is the earlier.

#### Other causes

35. This **policy** covers loss, damage or expense, from a cause other than a **non-structural defect**, occurring during the period commencing on the **commencement date** and ending 6 years after the **completion** of the **work** or the date of termination of the **building contract**, whichever is the earlier.

## How much will we pay?

### General

36. We may indemnify **you** under this **policy** by, at our option, either making good the loss or damage or paying the amount of that loss or damage covered by the **policy**.

### Limitations

37. Subject to clause 38, we will not pay more than \$300,000 in total in the aggregate for all **claims** under this **policy** for each **home**. This amount includes the reasonable legal costs and expenses that **you** incur associated with a successful **claim** against **us**; but we will not pay any amount for any legal costs or expenses **you** incur associated with or incidental to obtaining a **Tribunal or Court Order** or any legal costs or expenses **you** incur as a result of any appeal relating to a **Tribunal or Court Order**.
38. If a **claim** is paid for loss or damage in relation to **common property**, the amount of cover available in respect of each **home** in the relevant plan of subdivision shall be reduced by dividing the amount paid by **us** for that **claim** by the number of **homes** in the plan of subdivision.
39. Our liability under clause 32(a) is limited to 20% of the **building contract** price (accounting for any adjustment of the **building contract** price as a result of an agreed variation to the **work**). This limitation does not apply to amounts payable under clause 33 in the section headed 'What is covered by this **policy**? – Supplementary cover'.
40. The limitations in clauses 37 and 38 include amounts payable under clause 33 in the section headed 'What is covered by this **policy**? – Supplementary cover'.

### Excess

41. 'Excess' means the first amount **you** must contribute to any **claim you** make under this **policy**.
42. We deduct the excess shown below from the amount of **your claim**.
43. Where a sub-limit is applicable, the excess will be applied to the **claim** prior to applying the sub-limit.
44. We will not pay the following amounts for each **claim** for defective work under this **policy**:
- (a) any amount for **claims** under \$500 made between 3 and 12 months after **completion** of the **work**;
  - (b) the first \$500 for **claims** made between 1 and 3 years after **completion** of the **work**;
  - (c) the first \$750 for **claims** made between 3 and 5 years after **completion** of the **work**; and
  - (d) the first \$1000 for **claims** made later than 5 years after **completion** of the **work**.
45. The amounts set out in 'Excess' will be applied only once in relation to:
- (a) any **claim** comprising more than one defect; or
  - (b) two or more **claims** that relate to the same defect.

46. For the purposes of the Excess clause:
- (a) a **claim** of \$500 or more may relate to more than one defect, if the loss or damage for any one or more of those defects is less than \$500.
  - (b) the date a **claim** is made is the date that **you** notify **us** of circumstances that may give rise to a **claim** or the date the **claim** is made, whichever is the earlier.
47. To avoid doubt, no amount is payable by **you** or applied to **you** under the Excess clause for loss or damage arising:
- (a) between the **commencement date** and the date that is 3 months after the **completion** date; or
  - (b) from non-completion of the **work**.

## What we don't pay

48. We will not pay under this **policy**:
- (a) for **claims** in the nature of damages (liquidated or otherwise), fines or penalties for delay. However, this limitation does not extend to any increase in rectification costs caused by the passing of time and amounts payable under clause 33 in the section headed 'What is covered by this **policy**? – Supplementary cover'.
  - (b) for any amount that exceeds the amounts that should have been paid to the **builder** or **speculative builder** in accordance with section 11, section 40(2), 40(3) or 40(4) of the **Domestic Building Act**. However, this limitation does not apply to amounts payable under clause 33 in the section headed 'What is covered by this **policy**? – Supplementary cover'.
  - (c) for any **claim** that relates to the failure to complete the **work** if the **builder** or **speculative builder** has died, **disappeared**, become **insolvent** or failed to comply with a **Tribunal or Court Order** before the **builder** or **speculative builder** commences any **work** on the **building site** (other than the removal of vegetation) that requires the use of tools or building materials. This exclusion does not apply to amounts payable under clause 33 in the section headed 'What is covered by this **policy**? – Supplementary cover' and the following costs and expenses:
    - (i) any money paid to the **builder** or **speculative builder**; and
    - (ii) all other reasonable costs and expenses incurred by **you** in relation to the **building contract**.
  - (d) for loss or damage relating to landscaping, paving, retaining structures, driveways or fencing, other than (and to the extent that) the **work**:
    - (i) is integral to the construction of the **building**;

- (ii) requires the issue of a building permit under the **Act**;
  - (iii) could result in water penetration of or within the **building**;
  - (iv) could adversely affect health or safety;
  - (v) adversely affects the structural adequacy of the **building**; or
  - (vi) is not completed.
- (e) for loss or damage that could reasonably be expected to result from fair wear and tear of the **work**, or from **your** failure to maintain the **work**.
- (f) for damage due to or made worse by the failure by **you** to take reasonable and timely action to minimise the damage.
- (g) in relation to visible defects in the **work** of which **you** should reasonably have been aware when acquiring the **building**, including any defect or incomplete work that is referred to in a report prepared in accordance with section 137B of the **Act**.
- (h) for consequential loss of any kind, including (without limitation) loss of rent or other income, loss of value, loss of opportunity, inconvenience or distress, unless expressly insured under this **policy**.
- (i) for loss and damage incurred as a result of risks normally insured under a policy for public liability or contract works.
- (j) for any **claims** connected with or relating to:
- (i) war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority.
  - (ii) fraud or dishonest conduct by **you** of any kind.
  - (iii) any **terrorism**.
  - (iv) radioactivity or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste or action of nuclear fission or fusion.
  - (v) the existence or use of asbestos products and/or products containing asbestos in the **building** or on or in the land on which the **building** is built.
  - (vi) the malfunction of any mechanical or electrical equipment, not attributable to the workmanship of, or the installation by the **builder** or **speculative builder**.
- (vii) **your** failure to maintain appropriate protection against pest infestation or exposure to natural timbers.
- (viii) the action of vermin, termites, moths or other insects.
- (k) for any **claims** that were allowed to be excluded by the **Act** or the **Order** as at the date the **certificate of insurance** was issued.

### Failures by the builder

49. **We** will not either refuse to pay a **claim** under this **policy** or reduce any liability under this **policy** on the ground that the **builder** or **speculative builder**:
- (a) failed to comply with the duty of good faith;
  - (b) failed to comply with the duty of disclosure;
  - (c) made representations to us;
  - (d) failed to comply with a provision or requirement of the **policy**;
  - (e) by act or omission prejudiced **our** interests; or
  - (f) failed to pay the **policy** premium.
50. **We** may, however, recover from the **builder** or **speculative builder** any amount **we** pay under this **policy** in those circumstances.

### How long do you have to claim?

51. **We** will refuse any **claim** by **you** unless **you** notify us in writing that the **builder** or **speculative builder** has died, **disappeared**, become **insolvent** or failed to comply with a **Tribunal or Court Order** within 180 days of **you** becoming aware of that event or happening or when **you** might reasonably be expected to have become aware of that event or happening (whichever is the earlier).
52. If **you** notify us in writing that the **builder** or **speculative builder** has died, **disappeared**, become **insolvent** or failed to comply with a **Tribunal or Court Order** within 180 days of **you** becoming aware of that event or happening or when **you** might reasonably be expected to have become aware of that event or happening (whichever is the earlier) **we** will not rely on section 54 of the Insurance Contracts Act 1984 (Cth.) to reduce **our** liability under this **policy** or reduce any amount otherwise payable in respect of a **claim** made by reason only of any delay in a **claim** being notified by **you** to **us**.
53. If **you** notify **us** of a **structural defect** or other defect, **you** are taken to have given notice of every defect to which the defect is directly or indirectly related, whether or not the **claim** in respect of the defect that was actually notified has been settled.

### Making a claim

54. **You** must make a **claim** by completing the VMIA claim form. The claim form is available on **our** websites [www.vmia.vic.gov.au](http://www.vmia.vic.gov.au) and [www.qbe.com](http://www.qbe.com) or contact VMIA on 1300 363 424.

55. In answering any questions **you** must be honest and tell **us** everything **you** know. **We** will use this information to decide whether to pay a **claim**.
56. If **we** have not determined a written **claim** within 90 days of receipt of the **claim** (or within any extension of time granted to **us** by **you** or the **Tribunal**) **we** are deemed to have accepted liability for the **claim**.
57. **You** must:
- (a) comply with **our** reasonable directions in relation to completion or rectification of the **work**. This includes giving **us**, our nominated builder and the **builder**, reasonable access to inspect, rectify or complete the **work** (unless **you** have reasonable grounds to refuse access, including loss of confidence in **our** builder or the **builder** or **speculative builder**);
  - (b) not undertake any rectification work without notifying **us**, unless that work is reasonably necessary to prevent or minimise further loss or damage;
  - (c) not make any admissions, offer, promise, payment or incur any cost or expense in connection with any **claim**, without **our** written consent;
  - (d) give **us** any assistance, information or documents which **we** request.
58. **We** will acknowledge receipt of **your** claim notification within 5 business days. At this time **we** will confirm that **we** have all the required information or **we** will tell **you** of any other information needed to enable **us** to assess **your claim**.
59. **We** will notify **you** within 30 business days of receiving all the information necessary to assess **your claim**, if **we** accept that the **builder** is dead, has **disappeared** or is **insolvent** or has failed to comply with a **Tribunal** or **Court Order**.
- (i) the non-completion of the **work**;
  - (ii) an event referred to in clause 32 in the section headed 'What is covered by this **policy**? - Primary Cover';
  - (iii) an event referred to in clause 33 in the section headed 'What is covered by this **policy**? - Supplementary cover'; and
- (b) if so, as to the amount of the loss or damage suffered by **you** as a result of the events mentioned in clause 64(a).
- 64A. If **you** have obtained a **Tribunal** or **Court Order**, **we** will accept as determinative, subject to any terms, conditions, limitations and exclusions in the **policy**, any finding made as to:
- (a) whether the **builder** or **speculative builder** is responsible for
    - (i) loss or damage resulting from non-completion of the **work**;
    - (ii) loss or damage arising from **work** that is **defective**;
    - (iii) loss or damage resulting from conduct of the **builder** or **speculative builder** in respect of the **work** that contravenes a **Trade Practices Act Provision** (but only for the cost of rectifying the **work**);
  - (b) the amount of the loss or damage suffered by **you** as a result of the events mentioned in (a).
  - (c) the cost to **you** of alternative accommodation, removal and storage costs reasonably and necessarily incurred subsequent to and as a result of an event referred to in clause 32;
  - (d) **your** loss of a deposit or progress payment (or part of it) under the **building contract** due to an event referred to in clause 32.

## General Conditions

### Our rights and obligations

60. **We** may, at **our** discretion, fulfil **our** obligations under this **policy** by either engaging or paying a builder to repair or rectify loss or damage or paying **you** the cost to **you** of doing so.
61. Subject to the clauses 62 and 63 below, **you** must comply with **your** obligations under this **policy**, otherwise **we** may not have to pay **your claim(s)**.
62. Section 54 of the Insurance Contracts Act 1984 (Cth.) (insurer may not refuse to pay claims in certain circumstances) applies to this **policy**.
63. **We** will not reduce **our** liability to **you** under this **policy** because **you** have failed to comply with any of the requirements in clause 57 (a) to (d), unless, and only to the extent that, **your** failure increased **our** liability under this **policy**.
64. If **we** have notice of proceedings before the **Tribunal** about the **work**, **we** will accept as determinative of the issues any finding made by the **Tribunal**:
- (a) as to whether any of the following events has occurred:
    - (i) the non-completion of the **work**;
    - (ii) an event referred to in clause 32 in the section headed 'What is covered by this **policy**? - Primary Cover';
    - (iii) an event referred to in clause 33 in the section headed 'What is covered by this **policy**? - Supplementary cover'; and
  - (b) if so, as to the amount of the loss or damage suffered by **you** as a result of the events mentioned in clause 64(a).
65. **We** will notify the Building Practitioners Board (or its successors) at the times and in the manner agreed with the Building Practitioners Board (or its successors) in the event that:
- (a) the **builder** or **speculative builder** is refused insurance by **us** or ceases to be eligible to renew or procure insurance from **us** or, in respect of **domestic building work** performed prior to the commencement of the **Order**, fails to purchase or maintain the required insurance (if **we** are aware of that failure); and
  - (b) any **claim** under this **policy** is settled by agreement or otherwise.
66. **We** will provide a **certificate of insurance** in the form required by the **Order** in respect of the **building** to the **builder** or **speculative builder** immediately on the issue of the **policy** or, at any time after that date, at the request of **you** or the **builder** or the **speculative builder**.
- ### Loss prevention
67. **You** must take all reasonable steps to prevent and/or minimise any act, error or omission or event which might cause or contribute to a **claim** under this **policy**. This includes taking reasonable steps to prevent access to

any person for the purpose of removing goods and materials in lieu of payment.

**Recovery from others**

- 68. If we pay a claim, we are entitled to be subrogated to **your** rights to recover against any other party (including the **builder** or **speculative builder**, or a contractor or supplier or a liquidator or administrator or the estate of the **builder** or **speculative builder**) to the extent of the amount paid by **us**.
- 69. You must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect of any loss or damage covered by this **policy**. If **you** do, our liability to **you** is reduced to the extent that we can no longer recover from that other party as a result of **your** actions.
- 70. You must provide us with reasonable assistance to recover damages or contribution from any other person.

**Application of laws**

- 71. This **policy** is subject to the law of Victoria.

**Conflict with the Order**

- 72. This **policy** is intended to comply with the requirements set out under the **Order**. However, if this **policy** conflicts with, or is inconsistent with the **Order**, this **policy** must be read and enforceable as if it complies with the **Order**.



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**QBE Insurance (Australia) Limited**

ABN 78 003 191 035  
AFS Licence No. 239545

628 Bourke Street  
Melbourne VIC 3000  
Telephone: 03 9246 2666  
Facsimile: 03 9246 2611



# FAQs

## FOR HOME OWNERS

### to accompany Certificate of Insurance

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#### 1. What does domestic building insurance cover?

Domestic building insurance (DBI) provides cover in the event that your builder dies, disappears or becomes insolvent, or fails to comply with a Tribunal or Court Order and the building work is defective or incomplete.

The policy sets out the maximum amount that you can receive as compensation in these scenarios. Please read the policy documents carefully to understand what you are entitled to (Refer 'How much will we pay?' and 'What we don't pay') in the attached policy document.

#### 2. I didn't apply for insurance. Why am I receiving this?

Your builder applied for the cover, as is required by law. Builders must take out domestic building insurance cover prior to commencing works on your property, if the total value of the building or renovating works is more than \$16,000.

After you signed the building contract, your builder will have applied for the insurance cover and is required to provide you with a copy of the Certificate of Insurance that applies to works at your property.

#### 3. What should I do with the Certificate of Insurance?

Firstly, you should carefully check to ensure that the information on the certificate accurately reflects the building works being undertaken. To do this, check the builder name and the 'declared contract price' against the information provided on your building contract. If any of the details are incorrect, or you are not sure if they are correct, contact QBE immediately on 1300 790 723.

If you are satisfied the information is correct, file the certificate in a safe place as you may need to refer to it in the event that your builder dies, disappears or becomes insolvent, or fails to comply with a Tribunal or Court Order. You will also need to give it to any subsequent purchasers of the property.

#### 4. What is the role of QBE and VMIA (Victorian Managed Insurance Authority)?

The VMIA is a Victorian Government statutory authority. Since 31 May 2010, the VMIA has offered domestic building insurance to builders in Victoria through QBE. QBE issues the policies on the VMIA's behalf. All claims arising from this policy will be managed by the VMIA.

#### 5. Does this insurance protect me in all circumstances where the building is not completed or is defective?

No. Domestic building insurance only covers you for non-completion of works, or defective building works in the event that your builder dies, disappears or is insolvent, or fails to comply with a Tribunal or Court Order. It does not cover you for other situations (e.g. if your builder doesn't complete the building works due to a dispute with you about payment or any other reason).

#### 6. My builder hasn't completed the works, or my building is defective. What do I do?

If this is because your builder has died, disappeared (that is, you cannot find your builder after reasonable attempts to do so) or is bankrupt or insolvent, or fails to comply with a Tribunal or Court Order, call the VMIA on 1300 363 424.

If the reason for the incomplete or defective building works is not due to one of these reasons, you may be able to pursue the builder directly. For more information, contact Consumer Affairs Victoria on 1300 557 559.



**LAND INFORMATION CERTIFICATE  
SECTION 121 LOCAL GOVERNMENT ACT 2020  
LOCAL GOVERNMENT (LAND INFORMATION)  
REGULATIONS 2021**



AB Morison Conveyancing  
Level 8, 80 Dorcas St  
Southbank Vic 3006

**CERTIFICATE NO:** 76170  
**APPLICANT REFERENCE:** DT:62152  
**DATE:** 12/09/2023

-----  
This certificate PROVIDES information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law or by law of the Council.

This certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from Council or the relevant Authority.  
A fee may be charged for such information.

<b>ASSESSMENT NO:</b> 5000010426	<b>VALUATIONS</b>	
<b>PROPERTY LOCATION:</b> U 5/13 Vista Ct	<b>SITE VALUE:</b>	32500
Gembrook 3783	<b>CAPITAL IMPROVED VALUE:</b>	435000
<b>TITLE DETAILS:</b> L16 PS633872 V12465 F286	<b>NET ANNUAL VALUE:</b>	21750
	<b>LEVEL OF VALUE DATE:</b>	01/01/23
	<b>OPERATIVE DATE:</b>	01/07/23

-----  
**PROPERTY RATES & CHARGES**

Rates and charges for the financial year ending 30 June 2024

<u>RATES &amp; CHARGES</u>	<u>LEVIED</u>	<u>BALANCE</u>
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$906.24	\$679.64
INTEREST		\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$145.01	\$108.76
GARBAGE	\$348.60	\$261.45
GREEN WASTE LEVY	\$0.00	\$0.00

**SPECIAL RATES /SPECIAL CHARGES**

SCHEME NAME	ESTIMATED AMOUNT	PRINCIPAL BALANCE	INTEREST BALANCE
		\$0.00	\$0.00
		<b>TOTAL SCHEME BALANCE</b>	<b>\$0.00</b>

**OPEN SPACE CONTRIBUTION**

**TOTAL OUTSTANDING** **\$1,049.85**



<b>Bill code:</b>	858944
<b>Reference:</b>	50000104260

**LAND INFORMATION CERTIFICATE**  
**SECTION 121 LOCAL GOVERNMENT ACT 2020**  
**LOCAL GOVERNMENT (LAND INFORMATION)**  
**REGULATIONS 2021**

U 5/13 Vista Ct  
Gembrook  
L16 PS633872 V12465 F286

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**NOTICES AND ORDERS**

Other Notices or Orders on the land that have been served by Council under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

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**OPEN SPACE CONTRIBUTION**

Any outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958:

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**FLOOD LEVEL**

A flood level has not been designated under the Building Regulations 1994.  
Advice on whether a flood level has been determined, which affects the property, should be sought from Melbourne Water.

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**POTENTIAL LIABILITIES**

Notices and Orders issued as described above:

Other:


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**ADDITIONAL INFORMATION**

In accordance with Section 175 of the Local Government Act a person who becomes the owner of rateable land must pay any rate or charge on the land which is due and payable at the time the person becomes the owner of the land.

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I acknowledge having received the sum of \$28.90 being the fee for this certificate.

Delegated Officer: .....  


---

**CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.**  
**PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.**

8th September 2023

AB MORISON CONVEYANCING  
AB MORISON CONVEYANCING

Dear AB MORISON CONVEYANCING,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	5/13 VISTA COURT GEMBROOK 3783
<b>Applicant</b>	AB MORISON CONVEYANCING AB MORISON CONVEYANCING
<b>Information Statement</b>	30793046
<b>Conveyancing Account Number</b>	5689580000
<b>Your Reference</b>	DT:62152

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	5/13 VISTA COURT GEMBROOK 3783
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STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Sewerage services have been provided to this property as part of Yarra Valley Water's Community Sewerage Program. To confirm whether the property is connected to sewerage services, please contact Yarra Valley Water on 1300 853 811. For properties not currently connected to sewerage services, please contact Yarra Valley Water on 1300 651 511 to apply to connect.

Existing sewer mains will be shown on the Asset Plan.

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

This property is connected to a pressure sewer system. As such, it is subject to special terms and conditions which are contained within the document titled "Your Pressure Sewer System - An Owners Guide". Copies of this document are available upon request by calling 1300 304 688 or can be downloaded from our website at [www.yvw.com.au/pressureguide](http://www.yvw.com.au/pressureguide)

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

## **Melbourne Water Property Information Statement**

Property Address	5/13 VISTA COURT GEMBROOK 3783
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STATEMENT UNDER SECTION 158 WATER ACT 1989

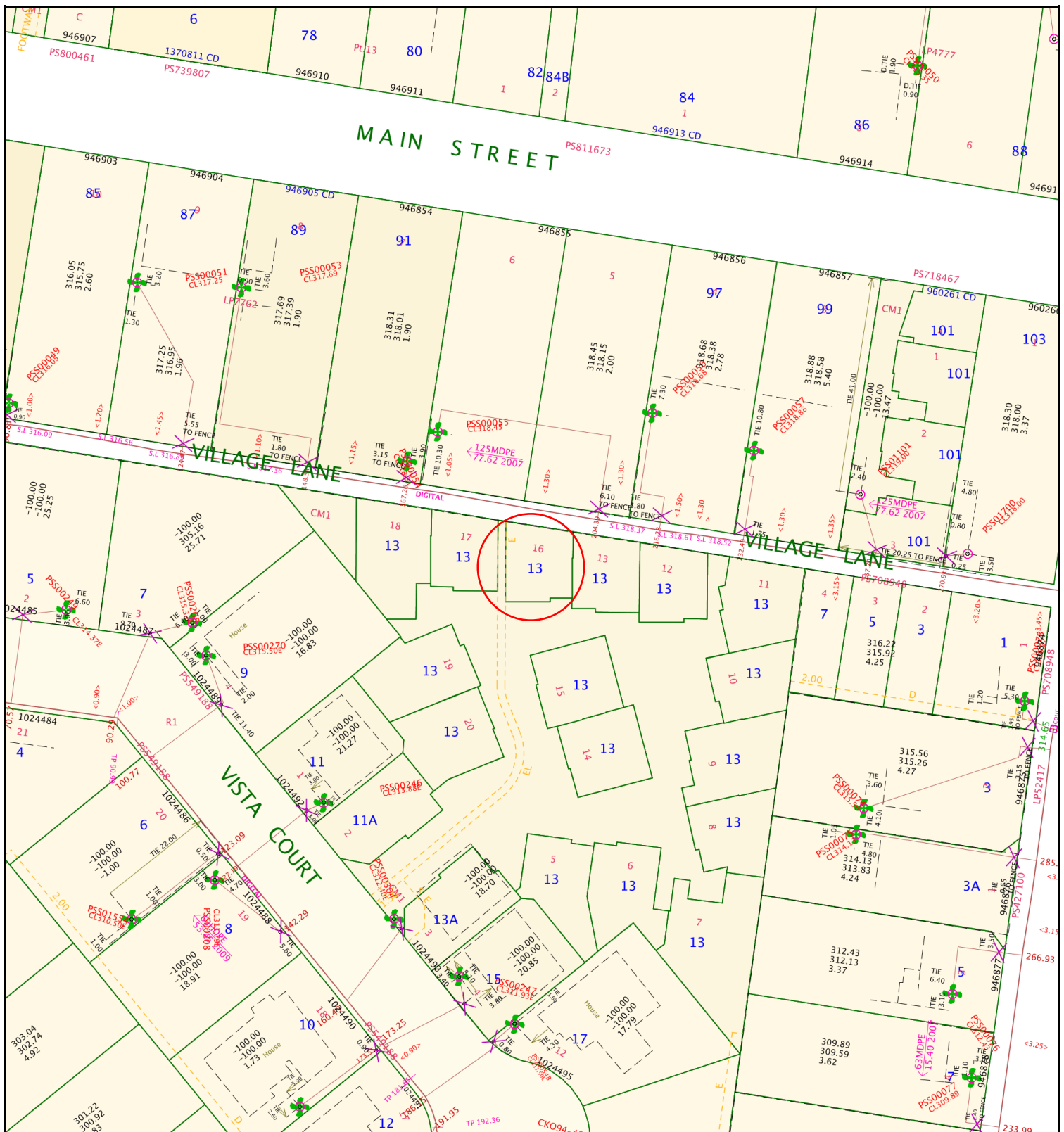
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.

















**Yarra Valley Water  
Information Statement  
Number: 30793046**

<b>Address</b>	5/13 VISTA COURT GEMBROOK 3783
<b>Date</b>	08/09/2023
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501

Existing Title		Access Point Number		GLV2-42 MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

28th October 2016

**Application ID: 223437**

**CONDITIONS OF CONNECTION**

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

**Approval Detail**

**Water**

**Required Services**

<b>Product</b>	<b>Qty</b>
Std 20mm DW Meter & Installation (incl meter w/lock)	3

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
Sewer Connection	954709

**Multiple Lots**

<b>Number of Lots</b>	1
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## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
  - Water Industry Regulations 2006 (Vic);
  - Building Act 1993 (Vic);
  - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

### **WATER**

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be



installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

The plumber is required to tag all risers (meters) and the corresponding unit with the relevant unit number in order to allow tap audits to be carried out by Yarra Valley Water's contractor.

## **METER ASSEMBLIES & POSITIONING**

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website ([www.yvw.com.au](http://www.yvw.com.au)) to ensure the installations meet the required standard.

### **REMOVAL OF WATER METERS**

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

### **DAMAGED OR STOLEN METERS**

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

Meter assemblies must adhere to Yarra Valley Water's metering technical drawings which can be found at [www.yvw.com.au/easyACCESS](http://www.yvw.com.au/easyACCESS)

### **Backflow Prevention**

A Backflow Prevention Device (BPD) for containment protection must be provided on the water supply

connection to: all industrial/commercial properties regardless of the proposed water service size; all residential properties serviced by a 32mm or larger supply; any premises that require containment protection.

All properties that are assessed as medium /high hazard, regardless of water supply size, must have the correct hazard rating backflow device fitted at the time of connection.

The selection of the backflow prevention device and the installation shall be in accordance with the Plumbing Standards Regulations 1998 (Victoria). Please note: If in doubt of the hazard rating on your development/property, please refer to AS3500 Sec 4 or seek advice from a person licensed to install, or accredited to test BPD's.

The Owner must comply with all relevant laws and Australian Standards, including:

- Water Act 1989
- Plumbing Standards Regulations 1998 (Vic)
- AS/NZ 3500.1.2003 –Plumbing and drainage – Water services;
- AS 2845 – Water Supply – Mechanical Backflow Prevention devices.
- The Owner must not use any fire service installed at the Property for any purpose other than fighting fire.

The Owner must ensure that any BPD installed at the property boundary complies with, and is marked as complying with AS 2845.

The Owner must ensure that any BPD is installed by a person licensed to install and commission BPD's. The BPD must be installed at or near the Property's boundary; in a place which is easily accessible and which will prevent water in the BPD from freezing; in accordance with the manufacturer's instructions; and is commissioned by a licensed person when installed.

Where appropriate the owner must ensure that any BPD which is being installed is tested at least once in every year by a person accredited to test BPD's. Testing must be in accordance with the manufacturer's instructions and AS 2845.

The Owner must ensure that a report on commissioning the BPD and the results of each annual test are promptly sent to: Backflow Prevention Officer, Yarra Valley Water Corporation, Private Bag 1, Mitcham 3132 or e-mail [backflow@yvw.com.au](mailto:backflow@yvw.com.au) The Owner must also keep a record of the date and details of any maintenance work and each annual test and make that record available for inspection at the request of a representative of YVW.

## **SEWER**

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au).

Where a proposed development is to be constructed boundary to boundary and there is no compliant

location for a sewer connection branch within the property, Yarra Valley Water approves the endpoint of the YVW sewer branch to be located outside the property and raised to surface with an appropriate approved cover. The sewer branch must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer branches at the site must be cut and sealed by a Yarra Valley Water accredited live sewer contractor.

## **AMENDMENTS**

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

## **CONDITIONS OF CONSENT**

The following conditions are subject to Sections 136, 268, 269 and 270 of the Water Act 1989 covering conditions of subdivision, new connections and contributions for works.

### **CONDITIONS RELATING TO NEW CONNECTIONS / COMPLETION OF WORKS / ISSUE OF CONSENT**

This development must comply with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. If your plans of the proposed works do not comply with these conditions you must either amend your planned development to comply with these conditions or else undertake works to relocate or protect Yarra Valley Water assets in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. Note for subdivisional developments where corrective action is required and has not been undertaken a statement of compliance will not be issued to Council

AB MORISON CONVEYANCING  
AB MORISON CONVEYANCING  
quennie@abmorison.com.au

## RATES CERTIFICATE

**Account No:** 4684240516  
**Rate Certificate No:** 30793046

**Date of Issue:** 08/09/2023  
**Your Ref:** DT:62152

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 5/13 VISTA CT, GEMBROOK VIC 3783	16\PS633872	5008531	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	\$20.26	\$20.26
Residential Sewer Service Charge	01-07-2023 to 30-09-2023	\$115.72	\$115.72
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$29.70
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.09
	<b>Total for This Property</b>		\$165.77

Please note, from 1 July 2023:



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the

purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Property No:** 5008531

**Address:** UNIT 5/13 VISTA CT, GEMBROOK VIC 3783

**Water Information Statement Number:** 30793046

## HOW TO PAY



**Bill**er Code: 314567  
**Ref:** 46842405163

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



# Property Clearance Certificate

## Land Tax



SARGEANTS - PORT PHILLIP

<b>Your Reference:</b>	DT:62152
<b>Certificate No:</b>	66832899
<b>Issue Date:</b>	08 SEP 2023
<b>Enquiries:</b>	ESYSPROD

**Land Address:** UNIT 5, 13 VISTA COURT GEMBROOK VIC 3783

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39496484	16	633872	12465	286	\$0.00

**Vendor:** C.J. PARKES PTY LTD  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
C J PARKES SUPERANNUATION FUND	2023	\$37,500	\$0.00	\$0.00	\$0.00

**Comments:** Property is exempt: LTX retirement village.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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

<b>CAPITAL IMPROVED VALUE:</b>	\$445,000
<b>SITE VALUE:</b>	\$37,500
<b>CURRENT LAND TAX CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Land Tax

Certificate No: 66832899

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## 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 cannot exceed the amount set out in the certificate, described as the "Current 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.

## General information

6. 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.
7. 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 = \$0.00

Taxable Value = \$37,500

Calculated as \$0 plus ( \$37,500 - \$0) multiplied by 0.000 cents.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 66832899

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 66832899

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Windfall Gains Tax



SARGEANTS - PORT PHILLIP

Your Reference: DT:62152

Certificate No: 66832899

Issue Date: 08 SEP 2023

Land Address: UNIT 5, 13 VISTA COURT GEMBROOK VIC 3783

Lot	Plan	Volume	Folio
16	633872	12465	286

Vendor: C.J. PARKES PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

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

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 66832899

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## 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 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.

## General information

8. 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.
9. 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.
10. 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.

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## Windfall Gains Tax - Payment Options

**BPAY**




Biller Code: 416073  
Ref: 66832890

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 66832890

**Visa or Mastercard**

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

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

**Important payment information**

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

# OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation 1 No PS633872J Owners Corporation 2 No PS633872J

Address: Unit 5/ 13 Vista Court Gembrook, Victoria 3783

This certificate is issued for Lot 16 on Plan of Subdivision No PS633872J

Postal address is 321 Koornang Road Carnegie Vic 3163

Applicant for the certificate is

Address for delivery of certificate

Date that the application was received: 8/9/23

## IMPORTANT:

The information in this certificate is issued on 11/9/23

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1.	The current annual fees for the lot are:
	<b>\$1744 pa</b>
2.	The date to which the fees for the lot have been paid up to is:
	<b>30/6/23</b>
3.	The total of any unpaid fees or charges for the lot are:
	<b>\$436 period 1/7/23 – 30/9/23</b>
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are:
	<b>no</b>
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are:
	<b>Not applicable</b>
6.	The owners corporation has the following insurance cover:
	<p><b>(a) the name of the company – CHU UNDERWRITING AGENCIES PTY LTD HU006104813</b></p> <p><b>Refer attached certificate of insurance for the following details:</b></p> <p><b>(c) the kind of policy</b>  <b>(d) the buildings covered</b>  <b>(e) the building amount</b>  <b>(f) the public liability amount</b>  <b>(g) the renewal date [1/5/24]</b></p>
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:
	<b>No</b>
8.	The total funds held by the owners corporation:
	<b>2988.09</b>
9.	Are there any liabilities of the owners corporation that not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	<b>NO</b>
10.	Are there any current contracts, leases, licences or agreements affecting the common property. If so, then provide details:
	<b>Yes, Contract of Appointment with Somersault Network Pty Ltd</b>

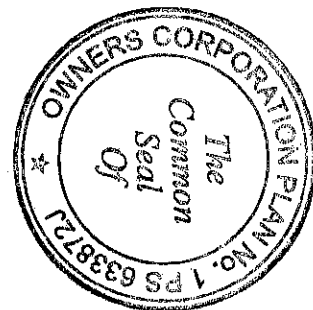
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:
	<b>No</b>
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied are? If so, then provide details:
	<b>Yes see attached Vcat Notice</b>
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:
	<b>Yes see attached Vcat Notice</b>
14.	Has the owners corporation has appointed or resolved to appoint a manager? If so, then provide details:
	<b>Yes, Somersault Network Pty Ltd</b>
15.	Has an administrator has been appointed for the owners corporation, or has been a proposal for the appointment of an administrator?
	<b>No</b>
16.	Documents required to be attached to the owners corporation certificate are:
	1. A copy of any rules registered at Land Victoria. <b>There are no rules registered at Land Victoria – model rules apply (attached)</b> 2. A copy of all resolutions made at the last annual general meeting. <b>[Attach the last AGM minutes]</b>

This owners corporation certificate was prepared by Somersault Network Pty Ltd as delegate of the Owners Corporation.

**THE COMMON SEAL of OWNERS CORPORATION 1 NO PS633872J** was affixed in accordance with section 20 of the *Owners Corporations Act 2006* by and in the presence of the delegate of the owners corporation

Signature of Colin Parkes on behalf of Somersault Network Pty Ltd, delegate of the owners corporation

Date: 11/9/20

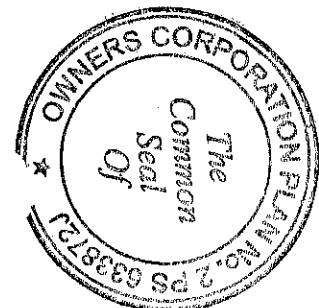


(Insert seal above)

**THE COMMON SEAL of OWNERS CORPORATION 2 NO PS633872J** was affixed in accordance with section 20 of the *Owners Corporations Act 2006* by and in the presence of the delegate of the owners corporation

Signature of Colin Parkes on behalf of Somersault Network Pty Ltd, delegate of the owners corporation

Date: 11/9/20



(Insert seal above)

Repaid OC. 27/5/22



Countrywide Insurance Group Pty Ltd  
abn 49 625 733 539 afsl 511363  
PO Box 9055 Scoresby Vic 3179  
Level 2, 35 Dalmore Drive Scoresby Vic 3179

i 03 9835 1300  
f 03 9763 5932  
e info@abcountrywide.com.au  
w abcountrywide.com

The Manager  
Owners Corporation PS 633872J  
C/- Mark O'Reilly  
Po Box 9055  
SCORESBY VIC 3179

**Renewal of Cover**

TAX INVOICE 10914956

Our Reference : CWT MEL 06605 0770579/007

Invoice Date : 21.04.2022

Class : Residential Strata Title Insurance

Insurer : Longitude Insurance Pty Ltd

Policy No. : LNGSTR581385

Cover Period : 01.05.2022 to 01.05.2023

Premium	11,453.17
Underwriting Agency Fee	225.00
Premium GST	1,167.82
Stamp Duty	1,259.85
Broker Fee	603.78
Fee GST	60.38

Total Amount 14,770.00

**PLEASE READ THE IMPORTANT DISCLOSURES BEFORE PROCEEDING WITH THIS COVER**

We draw your attention to the important notices on the next page.  
Where property is insured, please review all sums insured to ensure they represent full replacement value.

Where vehicles are insured, please advise us of any vehicle modifications, non-standard accessories, traffic infringements and/or other convictions.

Your Account Manager is Nia Diamantikos

Direct Phone Number 03 9835 1317

Please forward payment within 14 days from the effective date. Also refer to your DUTY OF DISCLOSURE or DUTY NOT TO MISREPRESENT obligations and other important notices overleaf. Claims must be notified immediately as late notification may cause denial of liability in some instances. Unless we tell you otherwise and in writing, we receive commission in addition to any broker fee mentioned above. Please ask us for any further information.

**PAYMENT OPTIONS**

Total Amount Due \$ 14,770.00



**Credit Card**

Go to: <https://payments.ebix.com.au/OPG/abcountrywide opg/>

Client Reference : CWTMELO6605

Invoice Reference : 10914956

A surcharge will apply to all Card payments



**EFT - Internet Banking**

BSB: 083-032 Account: 592339147

Reference: 109149567



Billers Code : 297531  
Reference : 109149567

**BPAY® - Telephone & Internet Banking**

Contact your bank or financial institution to make payment from your cheque, savings, debit or transaction account. More info: [www.bpay.com.au](http://www.bpay.com.au)



**Cheque**

Post cheque and payment slip to: PO Box 9055 Scoresby Vic 3179  
Made payable to Austbrokers Countrywide

**Pay Monthly**

We can assist with your premium:-

Should you wish to obtain a Funding Quote for this invoice, please contact your Account Manager on 03 9835 1300

**COVERAGE SUMMARY** Owners Corporation PS 633872J  
Residential Strata Title Insurance

**STRATA INSURANCE**

\*\*\* **NETT RATED - NO COMMISSION APPLIES** \*\*\*

Please note that this Tax Invoice has been calculated on a "Nett Basis". This means that we are not receiving commission from the Underwriters and are charging a fee for services.

**INSURED:**

Owners Corporation 633872J

**INTERESTED PARTIES:**

No Other Interested Parties

**SITUATION:**

11-13 Vista Court, Gembrook VIC 3783

**SECTION 1 - PROPERTY: PHYSICAL LOSS, DESTRUCTION OR DAMAGE**

Costs incurred by the Body Corporate:

Buildings	\$ 5,769,412
Common Contents	\$ 57,694

Optional Additional Benefits:

Loss of Market Value	Not Insured
Flood	Insured

Costs Incurred by the Lot Owner:

All sub-sections 5.16 (a) - (i) combined	\$ 1,442,353
Lot Owners fixtures and fittings (per lot)	\$ 300,000
Temporary Accommodation & Loss of Rent	\$ 865,412

Lot Owners Optional Additional Benefits:

Paint & Wallpaper (applies to NSW & ACT only)	Not Insured
Floating Floorboards	Insured

Catastrophe Cover (sub-section 5.1):

Buildings	\$ 865,412
Common Contents	\$ 865,412
Costs Incurred by the Lot Owner	\$ 865,412
Additional Benefits	\$ 865,412

Excesses:

Excess each and every claim	\$ 1,000
Flood	\$ 1,000

**SECTION 2 - VOLUNTARY WORKERS PERSONAL ACCIDENT**

Accidental Death & Disablement	\$ 200,000
Weekly Benefits	up to \$2,000 per week for Total Disablement and up to \$1,000 per week for Partial Disablement as outlined in the Table of Benefits





# NAB Internet Banking

## New bill payment - bank acknowledgement

### Acknowledgement details

Status report: Paid ⓘ  
Confirmation number: H0635027410  
Created: 27/05/22

From account: OC Business Account #4346/083-781 15-582-4346  
Biller code: 297531  
Biller name: COUNTRYWIDE INSURANCE GROUP PTY LTD  
Customer reference no: 109149567  
Amount: 14,770.00  
Payment date: 27/05/22

### End of Report

Date 27/05/22 Time 11:29  
National Australia Bank Limited A.B.N. 12 004 044 937

OWNERS CORPORATION ANNUAL GENERAL MEETING MINUTES:

OWNERS CORPORATION PLAN NUMBER : 633872J-1 AND 63338721J2

ANNUAL GENERAL MEETING OF OC1 AND OC2

DATE: THURSDAY 22<sup>ND</sup> OF SEPTEMBER 2022

TIME: 10:00 AM

VENUE : 15/13 VISTA COURT GEMBROOK VILLAGE GEMBROOK VICTORIA 3783

1. ATTENDEES: REFER ATTACHED RECORD OF ATTENDANCE
2. CHAIRPERSON : COLIN PARKES APPOINTED

MOVED BY MARK CULLY SECONDED BY TONY MORGAN (UNANIMOUS)

3. AGREED BY ALL THAT MEETING WILL BE TAPE RECORDED AS RECORD.
4. PROXIES : Mr PARKES AS PROXY FOR MRS GORDANA BARIC
5. SEE ATTACHED ENTITLEMENT TO VOTE
6. QOURUM OF LOT OWNERS PRESENT
7. MINUTES OF PREVIOUS MEETING DISPENCED WITH DUE TO COVID EVENTS AT THAT TIME DIDN'T ALLOW GROUP MEETINGS
8. MR PARKES READ CHAIRMAN AND MANAGERS REPORT : MEMBERS VOTED UNANIMOUS TO ACCEPT AND TABLED AS SUCH
9. FINANCIAL STATEMENTS TABLED AND ACCEPTED UNANIMOUSLY
10. NO BUDGET WAS PRESENTED DUE TO UNCERTAINTY AS TO FUTURE LITIGATION ISSUES RE MRS TEMPLAR UNIT CLAIM FOR COMPENSATION FROM OWNER CORPORATIONS.
11. FIXING OF OWNERS CORPORATION FEES FOR NEXT YEAR. MEETING WAS ADVISED FEES WOULD RISE AS INSURANCE COSTS INCREASED DUE TO NATURAL COST RISES AND MRS TEMPLAR'S CLAIM FOR COMPENSATION MEANT MORE MANAGEMENT TIME TO BE CHARGED AS A RESULT TO THE OC. MR PARKES ADVISED THE MEETING IT DEPENDED ON MRS TEMPLAR'S INTENTION TO PRESS ON WITH THE CLAIM OR NOT.
12. ELECTION OF THE COMMITTEE:  
MRS TEMPLAR ANNOUNCED SHE WOULD STAND DOWN FROM THE COMMITTEE  
THE EXISTING COMMITTEE OF COUN PARKES, MARK CULLEY AND CHRISTINA DEIMAR  
AGREED TO REMAIN AND WERE ELECTED UNANIMOUSLY

### 13. ISSUES ARISING FROM THE MANAGERS REPORT:

MR IAN MCNEES ( BUILDING CONSULTANT ) PRESENTED TO THE MEMBERS HIS DRAFT REPORT IN REGARDS MRS TEMPLAR'S BUILDING ISSUES ( SEE ATTACHED) MR MCNEES VIEW WAS THAT THE OC DID NOT HAVE ANY OBLIGATION TO THE ISSUES RELATED TO MRS TEMPLARS BUILDING FAULTS AND SHOULD NOT BE JOINED IN THE PENDING COURT CASE WHICH CURRENTLY IS LIKELY TO BE PARTY TOO.

MRS TEMPLAR ADDRESSED THE MEETING AND SUGGESSTED THAT THE OWNERS CORPORATION VOTE TO ENGAGE AN INDEPENDENT EXPERT TO ADVISE THE OC IN MATTERS PERTAINING TO THE COMPENSATION BY THE OC TO HER UNIT.

A VOTE WAS TAKEN AND MRS TEMPLAR MOTION WAS LOST 12 VOTES AGAINST 1 FOR THAT BEING MR TEMPLAR.

MOTION PUT MY MR PARKES THAT THE OC ALLOW THE MANAGER TO DEAL WITH THE MATTER AND NOT INVOLVE OFFICIALLY THE INSURANCE COMPANY AT THIS STAGE.

MOVED BY LIN TURNBULL SECONDED BY TONY MORGAN. MOTIION CARRIED UNANIMOUSLY

MR PARKES ADVISED THE MEETING THAT OUR INSURANCE BROKER MR MARK O'RIELLY, OUR LEGAL ADVISORS JAG LAWYERS AND MR MCNEES AGREE THE OC IS NOT RESPONSIBLE FOR BUILDING ISSUES REALTED TO MRS TEMPLARS UNIT. THAT RAWDON HILL BUILDERS ARE RESPONSIBLE FOR THE FAULT AS THEY DID NOT PROVIDE WATERPROOFING FOR THIS UNIT AND AS SUCH THE FAULT LIES WITH THEM

MR PARKES PUT A MOTION THAT MRS TEMPLAR SHOULD BE RESPONSIBLE FOR COSTS INCURRED BY THE OC IN THIS MATTER. THAT MRS TEMPLAR NEEDED TO COMPENSATE THE OC FOR COSTS TO DATGE AND INTO THE FUTURE. SECONDED BY MARK CULLEY. THE MOTION WAS CARRIED 12 TO 1.

FURTHER BUSINESS:

MR PARKES ADVISED THAT OC LEVIES WOULD INCREASE AS THERE HAVE BEEN NO INCREASES SINCE THE INCEPTION OF THE OC AND COSTS HAVE INCREASED. MANAGEMENT FEES IN RELAITON TO RECENT REPAIRS AND MR TEMPLARS MATTER WERE ON GOING.FURTHER COSTS IN THIS REGARD DEPENDING ON WHAT MRS TEMPLAR DID ABOUT THE THREATENED LITIGATION WOULD DETERMINE IN PART THE NEW OC FEES.

MEMBERS AGREED TO AWAIT THE OUTCOME OF ISSUES SURROUNDING MRS TEMPLAR MATTER . MRS TEMPAR SAID SHE WOULD DISCUSS WITH HER LEGAL ADVISORS RE THE OC. MR PARKES WILL DISCUSS WITH INSURANCE BROKER LIKELY CHARGES IN THE FUTURE. MR PARKES WILL REPORT BACK TO MEMBERS AT FIRST AVAILABLE OPPORTUNITY RE NEW FEES.

MR PARKES ADVISED THAT HE AND HIS COMPANY WERE PREPARED TO STAY ON AS MANAGER WITH THE EXISTING CONTRACT BEING EXTENDED TO 2024 DUE TO THE PENDING THREAT OF LITIGAITON FROM MRS TEMPLAR. THE MOTION WAS PUT BY LIN TURNBULL SECONDED BY MARK CULLEY. MOTION CARRIED UNANIMOUSLY.

MEMBERS ADVISED WE WILL NEED TO CONTRACT AND NEW GARDENER AND LOOK TO GET QUOTES FOR CONCRETE REPAIR NEAR TONY AND JENNY MORGAN'S UNIT. IN ADDITION THE POOL FENCE NEEDS REPAIR NEAR CHRISTINA'S UNIT. MR PARKES WILL ATTEND TO THIS IN THE NEXT TWO WEEKS.

THERE BEING NO FURTHER BUSINESS MEETING CLOSED 11:36



Colin Parkes

OC Manager

## MODEL RULES FOR AN OWNERS CORPORATION

### 1 Health, safety and security

#### 1.1 Health, safety and security of lot owners, occupiers of lots and others

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

#### 1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### 1.3 Waste disposal

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

### 2 Management and administration

#### 2.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

### 3 Use of common property

#### 3.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

#### 3.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

### **3.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **4 Lots**

### **4.1 Change of use of lots**

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

#### **Example**

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

## **5 Behaviour of persons**

### **5.1 Behaviour of owners, occupiers and invitees on common property**

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

### **5.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **6 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 08 September 2023 11:37 AM

## PROPERTY DETAILS

Address: **5/13 VISTA COURT GEMBROOK 3783**  
 Lot and Plan Number: **Lot 16 PS633872**  
 Standard Parcel Identifier (SPI): **16\PS633872**  
 Local Government Area (Council): **CARDINIA**  
 Council Property Number: **5000010426**  
 Planning Scheme: **Cardinia**  
 Directory Reference: **Melway 312 K10**

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

[Planning Scheme - Cardinia](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Yarra Valley Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
 Legislative Assembly: **MONBULK**

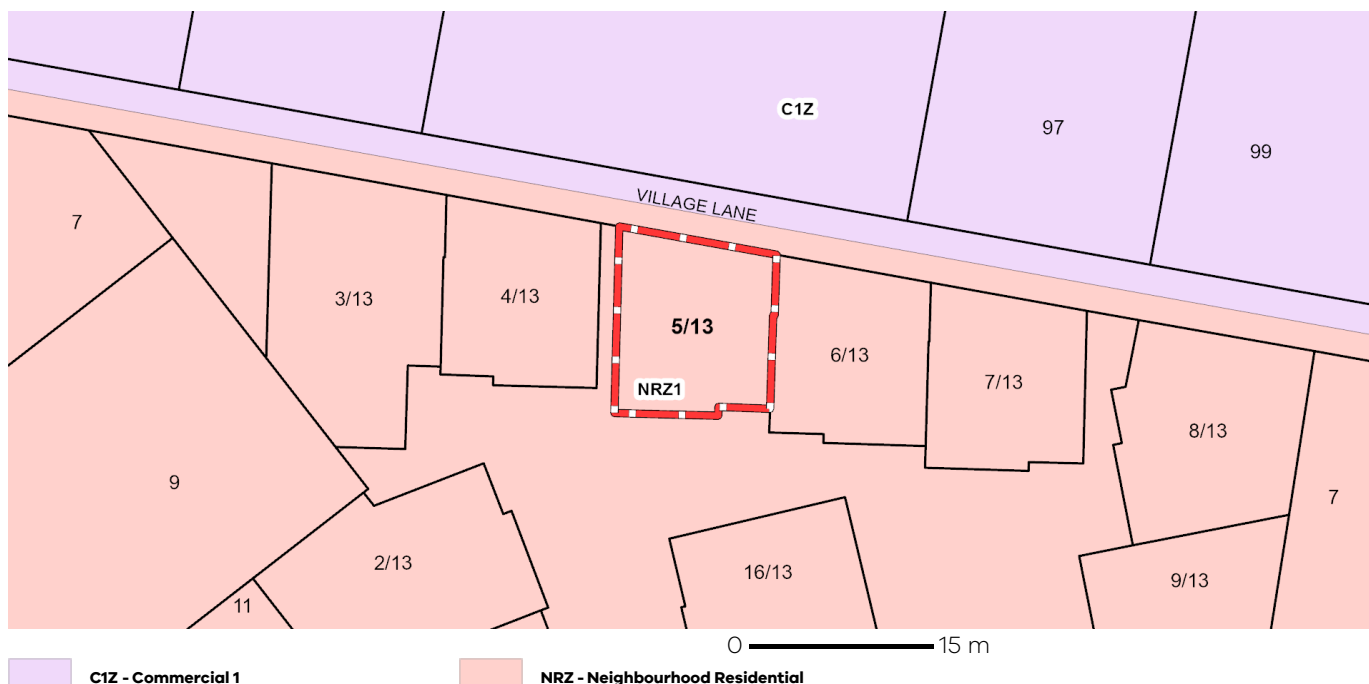
## OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)  
[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)

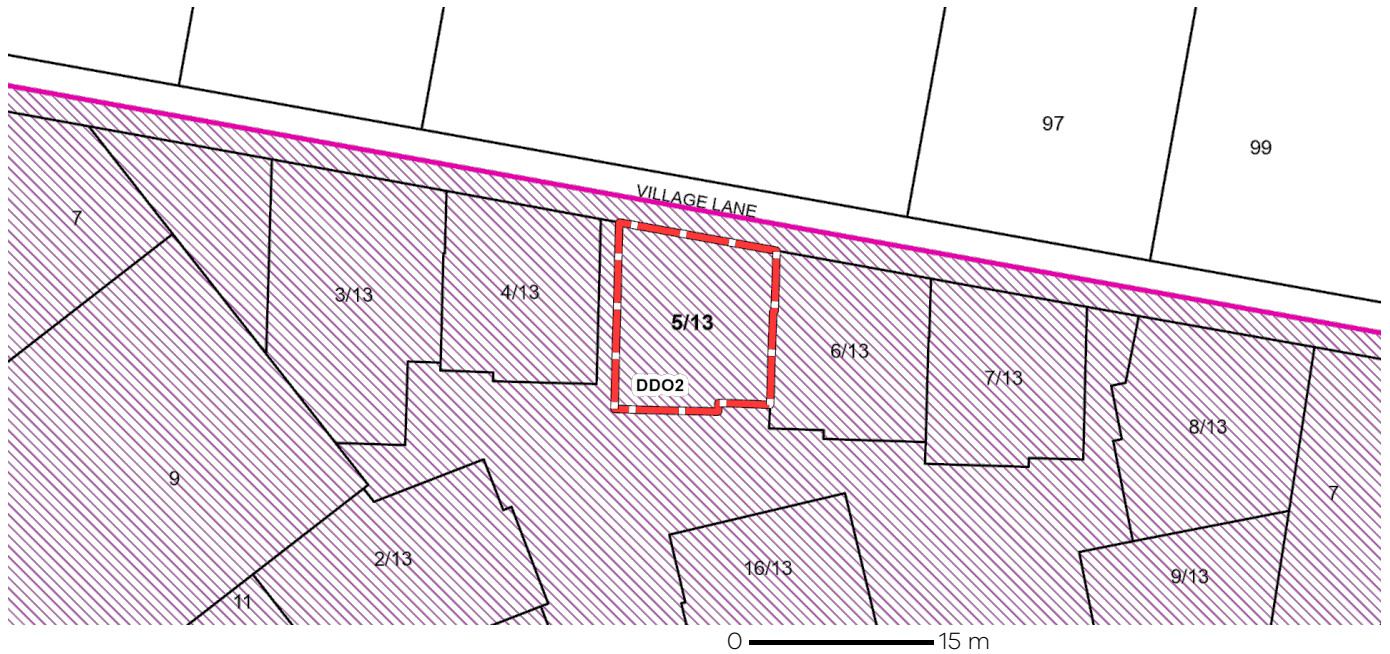


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

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

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 \(DDO2\)](#)

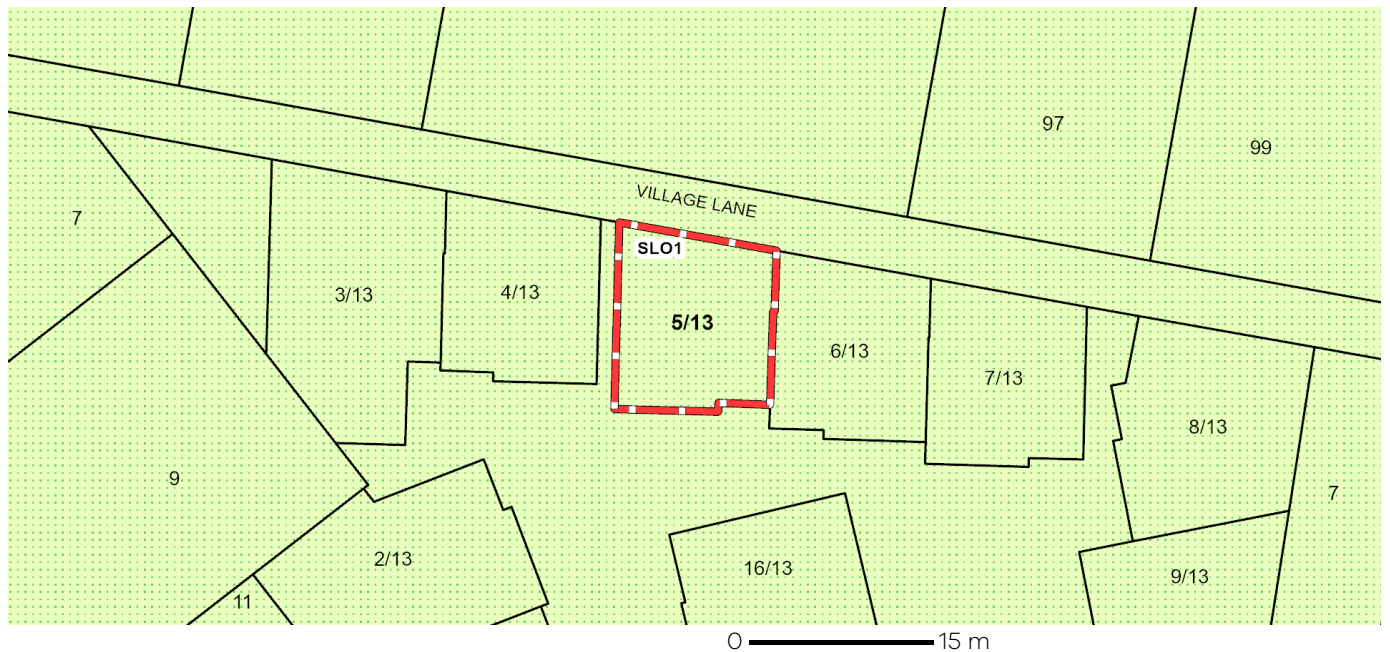


 **DDO - Design and Development Overlay**

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

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

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 \(SLO1\)](#)



 **SLO - Significant Landscape Overlay**

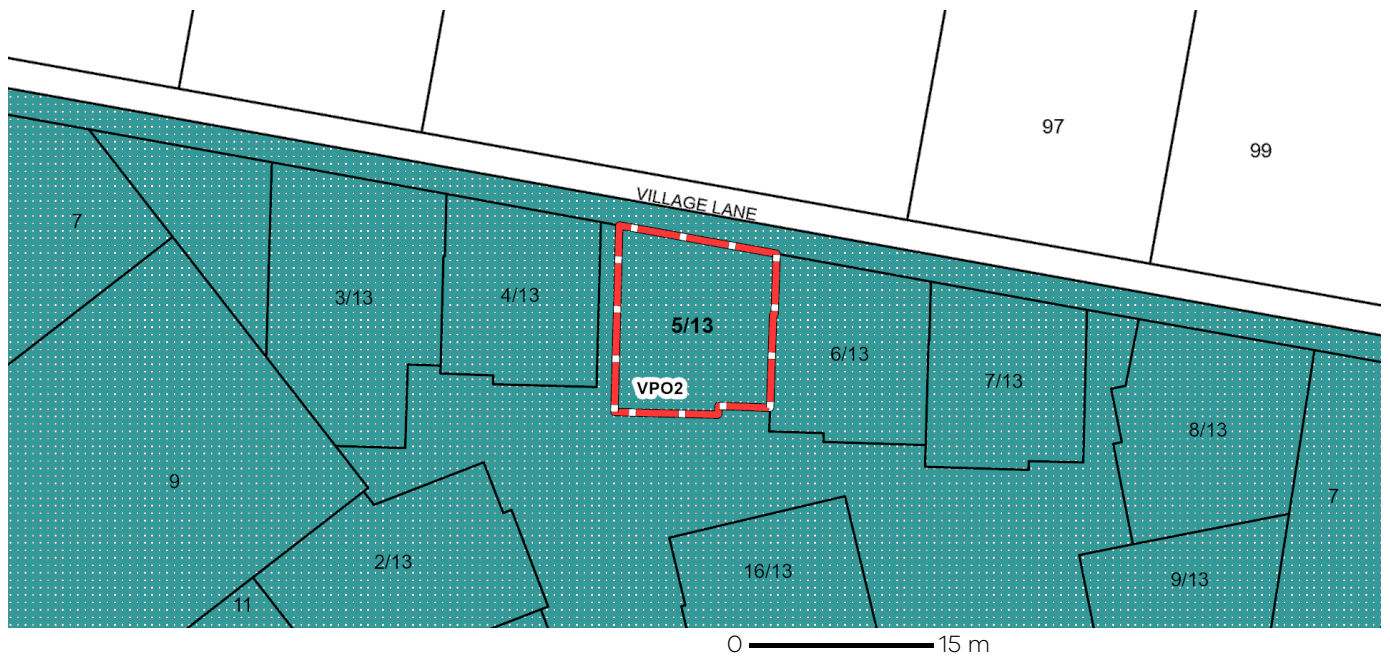
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend



## Planning Overlays

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

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)



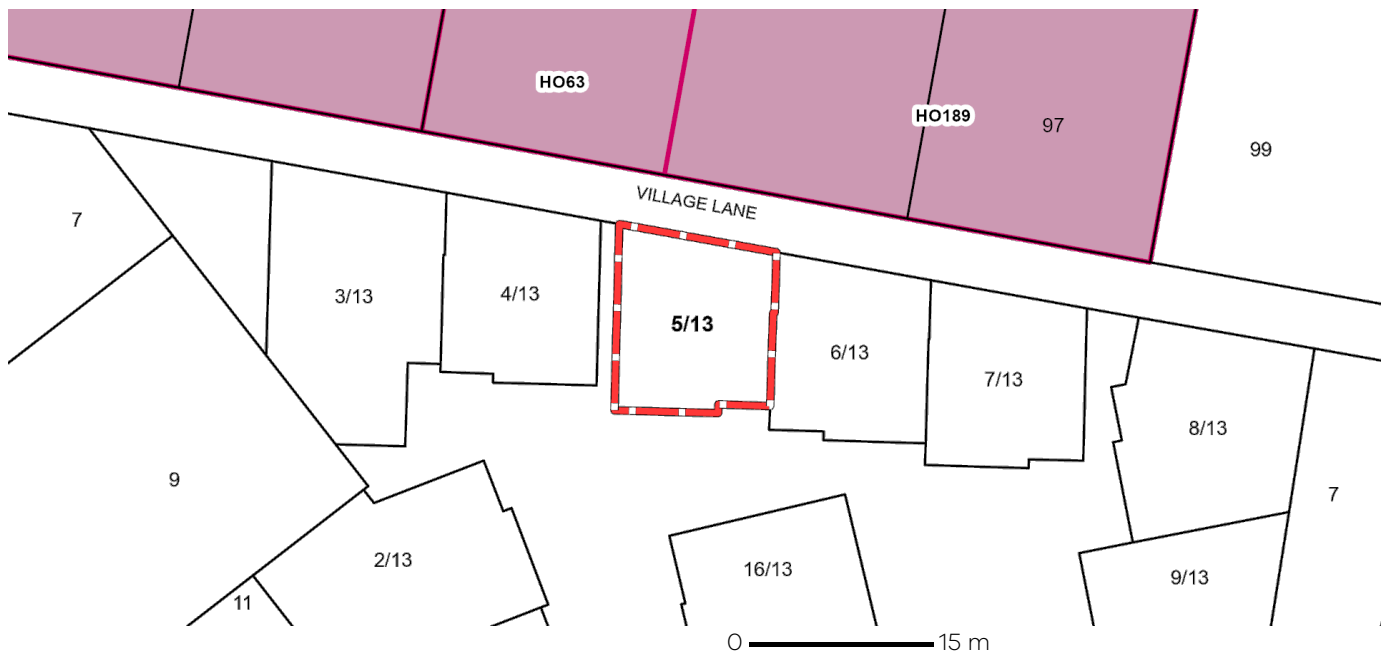
 **VPO - Vegetation Protection Overlay**

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

[HERITAGE OVERLAY \(HO\)](#)



 **HO - Heritage Overlay**

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

## Further Planning Information

Planning scheme data last updated on 5 September 2023.

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>

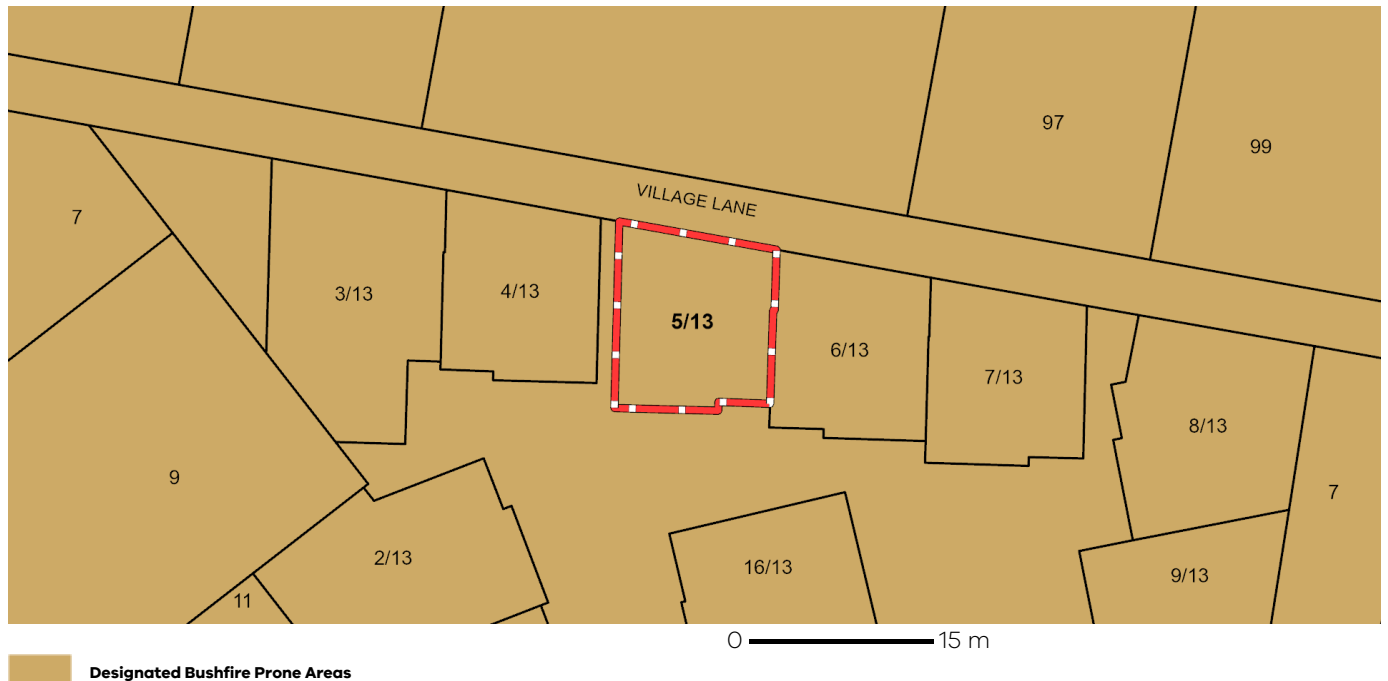
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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

# 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 \(https://www.consumer.vic.gov.au/duediligencechecklist\)](https://www.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.