
SECTION 32 STATEMENT

PURSUNT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Adam Joseph Hosek and Jasmine Brook Sinclair
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Property:	405 Mt Eirene Road, Gembrook VIC 3783 Volume 08595 Folio 875
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30E High Street
Mansfield VIC 3722

PO Box 160
Mansfield VIC 3724

0497 620 188
admin@fosterlegal.com.au



Vendor Statement

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

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

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

Land	405 MT EIRENE ROAD, GEMBROOK VIC 3783
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Vendor's name	Adam Joseph Hosek	Date
Vendor's signature	 <small>Adam Joseph Hosek (Apr 15, 2024 17:09 GMT+10)</small>	15/04/24
Vendor's name	Jasmine Brook Sinclair	Date
Vendor's signature	 <small>Jasmine Brook Sinclair (Apr 15, 2024 17:15 GMT+10)</small>	15/04/24

Purchaser's name		Date
Purchaser's signature	<hr/>	/ /
Purchaser's name		Date
Purchaser's signature	<hr/>	/ /

1. FINANCIAL MATTERS

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

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

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

Subdivision Act 1988.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due Diligence Checklist
Register Search Statement
Copy Plan of Subdivision
Building Permit
Certificate of Final Inspection
Copy of Lease
Land Information Certificate
Land Tax Certificate
Planning Certificate
Planning Property Report

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](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and 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.



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

VOLUME 08595 FOLIO 875

Security no : 124109249781R
Produced 21/09/2023 11:56 AM

LAND DESCRIPTION

Lot 21 on Plan of Subdivision 059034.
PARENT TITLE Volume 08591 Folio 751
Created by instrument B582544 30/12/1965

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
ADAM JOSEPH HOSEK of 405 MT EIRENE ROAD GEMBROOK VIC 3783
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
JASMINE BROOKE SINCLAIR of 405 MT EIRENE ROAD GEMBROOK VIC 3783
AN915929A 08/06/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV621804Q 12/05/2022
AFSH NOMINEES PTY LTD

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

DIAGRAM LOCATION

SEE LP059034 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: 405 MT EIRENE ROAD GEMBROOK VIC 3783

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 12/05/2022

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP059034
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LP59034
EDITION 1

2. SHEETS
SHEET 1.

PLAN OF SUBDIVISION OF
CROWN ALLOTMENT A4
AND PART OF CROWN ALLOTMENT A5
PARISH OF GEMBROOK
COUNTY OF MORNINGTON
V. 8591 E. 750 & 751

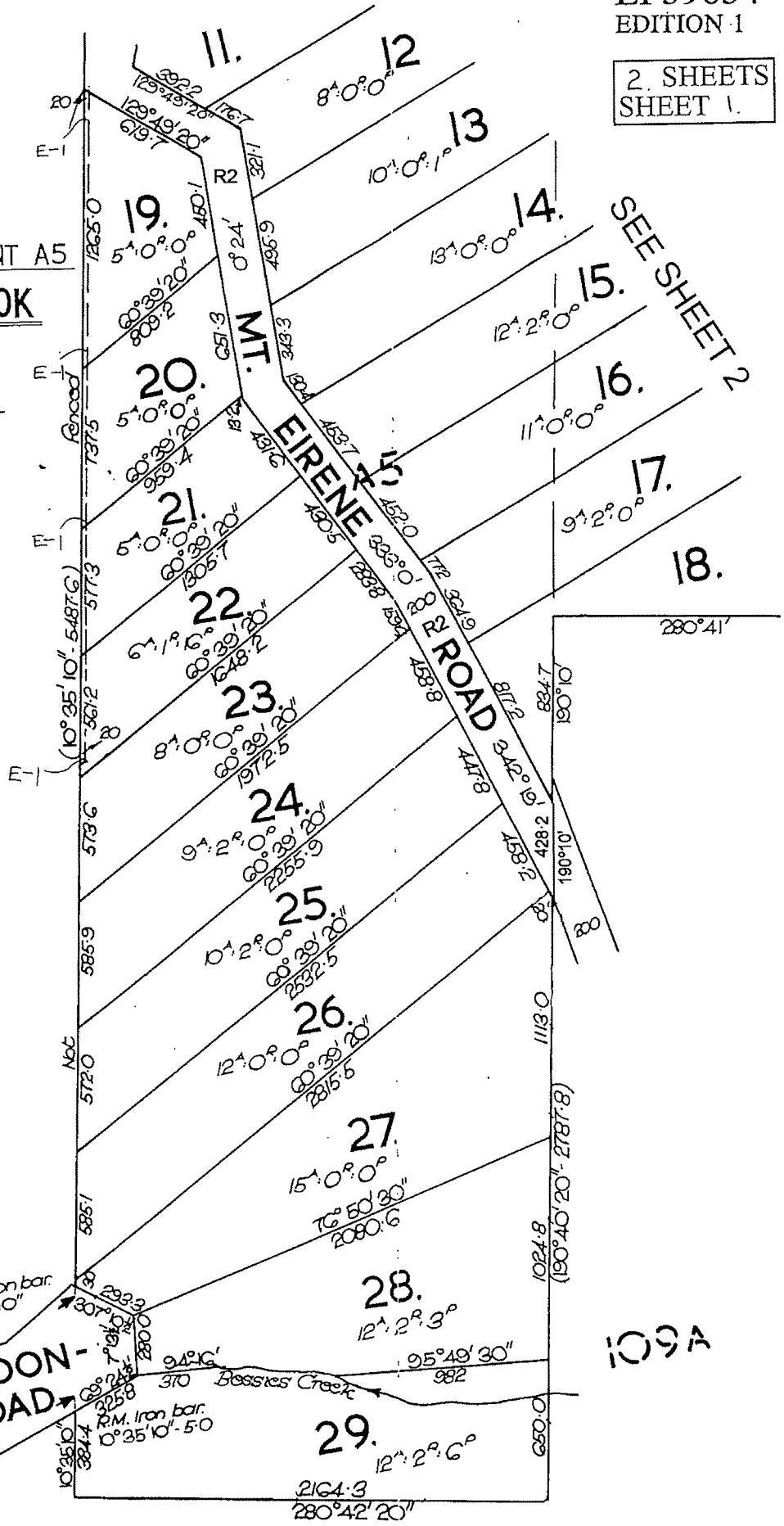
Measurements are in Links
Conversion Factor
LINKS X 0.201168 = METRES

COLOUR CONVERSION
E-1 = BLUE
R1 & R2 = BROWN

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

THE LAND COLOURED BLUE
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
DRAINAGE AND WATER
SUPPLY

A5



SEE SHEET 2

109A

24

BUILDING SURVEYING VICTORIA

E: info@bsvic.com.au P: 03 9707 4443 M: PO Box 629, Beaconsfield VIC 3807

BUILDING PERMIT - FORM 2

Building Act 1993, Building Regulations 2018, Regulation 37

Job Reference Number: 022388

Building Permit Number: 5734028405539 Issued: 18/05/2021

Property Details:

Address: **405 Mt Eirene Road, GEMBROOK**
Allotment: **21**
Municipality: **Cardinia Shire Council**

Postcode: **3783**
LP/PS: **LP59034**

Issued To:

Name: Timothy Edwards
Address: 18b Bayview Avenue, UPWEY
Email: tedwards@internode.on.net

Phone: 0418 509 128
Postcode: 3158

The above address is the 'Address for Serving or Giving of Documents' unless noted otherwise.

Ownership Details:

Name: Adam Hosek & Jasmine Sinclair
Address: 405 Mt Eirene Road, GEMBROOK
Email: adam.hosek@parks.vic.gov.au

Phone: 0409 627 325
Postcode: 3783

Builder:

Name: Timothy Edwards
Address: 18b Bayview Avenue, UPWEY
Building practitioner registration no: DB-U 2632

Phone: 0418 509 128
Postcode: 3158

Building practitioner or architects engaged to prepare documents for this permit:

Name	Category / Class	Registration number
Daniel Sheers	Drafting	DP-AD 37699
Andrew Barraclough	Civil Engineer	EC 46301

Nature of Building Works: Extension to a Dwelling

Building Classification:	Part of Building	BCA Classification
	Extension	1a(a)

Total new floor area:	120m ²	Stage of work permitted:	All
Cost of Works:	\$226,133	Version of BCA applicable:	NCC 2019

Details of Relevant Planning Permit (if applicable): Planning Permit No: T200567 Date: 12/03/2021
Details of Domestic Building Work Insurance: VMIA C606381

PHONE 9707 4443 TO BOOK INSPECTIONS - MINIMUM 24 HOURS NOTICE REQUIRED

The mandatory notification stages for inspection are:

FOOTINGS
STUMP HOLES
SUB-FLOOR FRAMING
FRAME
FINAL

Commencement and Completions:

This building work must commence by: 18/05/2022

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

This building must be completed by: 18/05/2023

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

Occupancy of Building:

A Certificate of Final Inspection is required prior to the occupation or use of this building in relation to which the building work is carried out.

Protection work:

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

Where the above indicates protection works are not required, this is based on the documentation provided at time of assessment indicating that no risk of significant damage to any adjoining property was evident. In this instance, the person in charge of carrying out building works is to notify the relevant building surveyor should a risk of significant damage become apparent.

General Building Permit Conditions

1. Under Regulation 41, the person in charge of carrying out of the building work on an allotment must ensure that a copy of approved documents are available on-site at all times and take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor 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.
2. The mandatory inspection notification stages of work are (a) before placing a footing; (b) before pouring an in situ reinforced concrete member; (c) the completion of framework; (e) final, on the completion of all building work. Inspection requirements listed on the previous page are common terms used to describe the mandatory stages but do not over-ride these requirements. Building work must not continue past a mandatory notification stage without written approval of that stage first being issued by BSV (s33(2)).
3. The relevant building surveyor must be notified without delay after completion of each mandatory stage including any additional stage specified in this permit.
4. All materials & work practices shall comply with, but not limited to, the Building Regulations 2018, the National Construction Code and all relevant current Australian Standards (as amended) referred to therein.
5. The person in charge of carrying out the building work must ensure that the building work does not encroach over the title boundaries of the subject allotment.
6. Where plumbing and/or electrical work for which required the issue of a compliance certificate is carried out in conjunction with the building work included in this permit, a copy of that certificate must be supplied to the relevant building surveyor along with the application for occupancy permit (Form 15) prior to the issue of any Occupancy Permit.
7. Where insulation and energy efficiency requirements are applicable, certificates / declaration must be provided to the building surveyor prior to the issuance of a final certificate / occupancy permit.
8. Where waterproofing of wet area works are carried out a certificate must be provided to the building surveyor prior to the issuance of a final certificate / occupancy permit.
9. **Where any prefabricated items such as Roof trusses, Wall framing and/or Floor joists are applicable the layouts and design certificate must be provided to BSV *prior* to the frame inspection being undertaken.**
10. Where a termite management system is required it shall be carried out in accordance with AS 3660.1 - 2014. If there is any doubt regarding methods required to achieve compliance the relevant building surveyor must be consulted. Certificates showing the system/s used and locations installed must be provided to the building surveyor prior to a final certificate / occupancy permit being able to be issued. It is the owners responsibility to carry out regular inspections of the building for evidence of termite activity.

Additional Permit Conditions / Notes

These works are to be constructed in accordance with the required bushfire provisions of AS3959 for a Bushfire Attack Level of **BAL 29**

Exemption from, or consent to partial compliance with, certain requirements

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

Part of building given consent to partial compliance with requirements of the Building Regulations 2018

All existing parts of dwelling

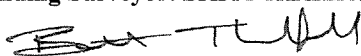
The existing un-modified portions of the dwelling are not required to be upgraded to comply with Building Regulation 2018 Regulation 10 - Compliance with the NCC2019 unless specifically noted otherwise in the Form 18 statement:

- Existing timber fascias to be retained in lieu of BAL-29 compliance
- Existing veranda roof with transparent roofing and treated pine framing to be retained in lieu of BAL-29 compliance
- Cypress veranda posts to be retained in lieu of BAL-29 compliance
- Spaced merbau cladding to top portion of existing deck subfloor to be retained in lieu of BAL-29 compliance
- Existing building fabric (incl windows/insulation/etc) to be left in place.

Relevant Building Surveyor: BRETT THRELFALL

Registration No: BS-U 30045

Signature:



Date of Issue: 18/05/2021

PLANNING PERMIT

Form 4

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

PLANNING PERMIT NUMBER: T200567

ADDRESS OF THE LAND: L21 LP59034, 405 Mt Eirene Road, Gembrook VIC 3783

THIS PERMIT ALLOWS: Construction of an extension to an existing dwelling and associated works and vegetation removal, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Prior to endorsement of development plans it must be demonstrated that the vegetation approved for removal has been replaced through one of the following methods:
 - a. The permit holders must prepare and submit a *Replacement Planting Plan* to compensate for the removal of vegetation approved under this permit, to the satisfaction of the Responsible Authority. When approved by the Responsible Authority, the plan will be endorsed and will form part of this permit. The plan must show:
 - i. Forty-eight (48) indigenous plants are to be planted within three months of completion of development/works to compensate for the loss of eleven (11) non-native trees to the satisfaction of the responsible authority. All replacement plantings must be in accordance with any Bushfire Management Plan that may apply.
 - ii. Plantings must include a range of indigenous trees, shrubs and grasses with a minimum of one canopy tree planted per every tree removed.
 - iii. A list of indigenous plant species to be used and the name of the indigenous nursery where plants will be sourced from.
 - iv. Show area of replacement planting on a site plan.
 - v. Actions and timing of all planting preparation and follow up maintenance works including tree guards and mulch.

AND/OR

- b. The permit holder must purchase replacement plantings for a total of Forty-eight (48) trees providing for works to be implemented offsite by council, or a combination of onsite plantings with the remainder purchased from council to the satisfaction of the Responsible Authority.

Note: Replacement plantings can be purchased through Council's Environment Unit.

3. The replacement planting must be maintained for a minimum of two (2) years to the satisfaction of the Responsible Authority.
4. Before any native vegetation is removed, to offset the removal of vegetation the permit holder must secure a native vegetation offset, in accordance with the *Guidelines for the removal, destruction or lopping of native vegetation* (DELWP 2017) as specified below:
 - a. A general offset of 0.078 general habitat units:
 - i. located within the Port Phillip and Westernport CMA boundary or the Cardinia Shire municipal district with a minimum strategic biodiversity score of at least 0.432 and 1 large tree.
 - b. Evidence that the required offset for the development has been secured must be provided to the satisfaction of the Responsible Authority. This evidence is one or both of the following:
 - i. an established first party offset site including a security agreement signed by both parties, and a management plan detailing the 10-year management actions and ongoing management of the site. The applicant must provide the annual offset site report to the responsible authority by the anniversary date of the execution of the offset security

Date Issued: 12 March 2021

Signature for the Responsible Authority:



PLANNING PERMIT

Form 4

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

PLANNING PERMIT NUMBER: T200567

ADDRESS OF THE LAND: L21 LP59034, 405 Mt Eirene Road, Gembrook VIC 3783

THIS PERMIT ALLOWS: Construction of an extension to an existing dwelling and associated works and vegetation removal, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

agreement, for a period of 10 consecutive years. After the tenth year, the landowner must provide a report at the reasonable request of a statutory authority.

AND/OR

- ii. credit extract(s) allocated to the permit from the Native Vegetation Credit Register. A copy of the offset evidence will be endorsed by the responsible authority and form part of this permit.
 - c. Within thirty (30) days of endorsement of the offset evidence by the Responsible Authority, a copy of the endorsed offset evidence must be provided to the Department of Environment, Land, Water and Planning.
3. Before the development starts, a fence must be erected around any tree within twenty (20) metres of the edge of the footprint of the extended dwelling or outbuilding. This fence will protect the trees by demarcating the tree protection zone and must be erected at a radius of $12 \times$ the diameter at a height of 1.3 metres to a maximum of 15 metres but no less than 2 metres from the base of the trunk of the trees, excepting the approved area of encroachment for construction as shown on endorsed plans to the satisfaction of the Responsible Authority. The protection fence must be constructed of star pickets and flagging tape/chain mesh or similar to the satisfaction of the Responsible Authority. The protection fence must remain in place until all works are completed to the satisfaction of the Responsible Authority. Except with the written consent of the Responsible Authority, within the tree protection zone, the following are prohibited:
 - a. Vehicular access.
 - b. Trenching or soil excavation.
 - c. Storage or dumping of any soils, materials, equipment, vehicles, machinery or waste products.
 - d. Entry and exit pits for underground services.
 - e. Any other actions or activities that may result in adverse impacts to retained vegetation.
4. The use and layout of the buildings and works, as shown on the approved plans, must not be altered or modified without the consent in writing of the Responsible Authority.
5. Once the development has commenced, it must be continued and completed to the satisfaction of the Responsible Authority.
6. 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 development must be of a non-reflective nature in accordance with the endorsed plans.
7. Earthworks must be undertaken in a manner that minimises soil erosion. Exposed areas of soil must be stabilised to prevent soil erosion. The time for which soil remains exposed and unstabilised must be minimised to the satisfaction of the Responsible Authority.
8. Sediment control measures must be undertaken during construction to the satisfaction of the Responsible Authority to ensure that the development subject land is adequately managed in such

Date Issued: 12 March 2021

Signature for the Responsible Authority:



PLANNING PERMIT

Form 4

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

PLANNING PERMIT NUMBER: T200567

ADDRESS OF THE LAND: L21 LP59034, 405 Mt Eirene Road, Gembrook VIC 3783

THIS PERMIT ALLOWS: Construction of an extension to an existing dwelling and associated works and vegetation removal, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- a way that no mud, dirt, sand, soil, clay or stones are washed into or allowed to enter the stormwater drainage system.
9. All stormwater must be conveyed by means of drains to satisfactory points or areas of discharge approved by the Responsible Authority, so that it will have no detrimental effect on the environment or adjoining property owners.
 10. Stormwater works must be provided on the subject land so as to prevent overflows onto adjacent properties.
 11. The bushfire protection measures forming part of this permit or shown on the endorsed plans, including those relating to construction standards, defendable space, water supply and access, must be maintained to the satisfaction of the responsible authority on a continuing basis. This condition continues to have force and effect after the development authorised by this permit has been completed.
 12. Any vegetation removal for defendable space as shown on the endorsed plans must be carried out in accordance with the endorsed plans.
 13. A line of permanent visual markers such as star pickets, large rocks or bollards must be placed at the edge of the defendable space to delineate where the defendable space finishes.
 14. Before the development starts, any areas set aside for the wastewater envelope and purposes of distribution and absorption of wastewater must be protected to prevent soil disturbance during construction of the proposed development to the satisfaction of the Responsible Authority.
 15. Before the development is occupied, all sewage and sullage wastewater from the proposed development must be discharged into a new EPA approved on-site wastewater treatment system to the satisfaction of the Responsible Authority.
 16. Before the development is occupied, the existing on-site wastewater treatment system must be decommissioned to the satisfaction of the Responsible Authority. This includes:
 - a. Cleaning out tank of water sludge.
 - b. Disconnecting pipework and electrical wiring.
 - c. Breaking in the tank or piercing holes in the base and filling with earth, sand or gravel.
 17. The bushfire protection measures forming part of this permit or shown on the endorsed plans, including those relating to construction standards, defendable space, water supply and access, must be maintained to the satisfaction of the responsible authority on a continuing basis. This condition continues to have force and effect after the development authorised by this permit has been completed.
 18. The Bushfire Management Plan prepared by Ranges Environmental Consulting, dated 17 December 2020, including map 1 'Proposed Tree Removal and Retention' and map 2 'Proposed Tree Removal and Retention Detail,' must not be altered or modified without the consent in writing of the CFA or the Responsible Authority.

Date Issued: 12 March 2021

Signature for the Responsible Authority: 

PLANNING PERMIT

Form 4

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

PLANNING PERMIT NUMBER: T200567

ADDRESS OF THE LAND: L21 LP59034, 405 Mt Eirene Road, Gembrook VIC 3783

THIS PERMIT ALLOWS: Construction of an extension to an existing dwelling and associated works and vegetation removal, generally in accordance with the approved plans

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Expiry of permit:

This permit will expire if one of the following circumstances applies:

- a. The development is not started within **two (2) years** of the date of this permit.
- b. The development is not completed within **four (4) years** of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing in accordance with Section 69 of the *Planning and Environment Act 1987*.

Notes:

Please note that a Building Permit may be required for this development. To obtain a building permit you will need to contact a registered building surveyor.

Environmental weeds as referred to in the Environmental Significance Overlay – Schedule 1 of the Cardinia Planning Scheme must not be planted on the subject land.

Council's indigenous plant guide is available at <https://www.cardinia.vic.gov.au/indigenousplantguide>

A list of local indigenous nurseries is available at https://www.cardinia.vic.gov.au/downloads/file/609/list_of_local_indigenous_plant_nurseries

Date Issued: 12 March 2021

Signature for the Responsible Authority: 

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

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

WHEN DOES A PERMIT BEGIN?

A PERMIT OPERATES:

- a) From the date specified in the permit, or
 - b) If no date is specified; from:
 - i. The date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - ii. The date on which it was issued, in any other case.
-

WHEN DOES A PERMIT EXPIRE?

A PERMIT FOR THE DEVELOPMENT OF LAND EXPIRES IF:

- a) The development or any stage of it does not start within the time specified in the permit, or
- b) The development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two (2) years of the issue of the permit, unless the permit contains a different provision, or
- c) The development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in case of a subdivision or consolidation within five (5) years of the certification of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.

A PERMIT FOR THE USE OF LAND EXPIRES IF:

- a) The use does not start within the time specified in the permit, or if no time is specified, within two (2) years of the issue of within two years after the issue of the permit; or
- b) The use is discontinued for a period of two (2) years.

A PERMIT FOR THE DEVELOPMENT AND USE OF THE LAND EXPIRES IF:

- a) The development or any stage of it does not start within the time specified in the permit, or
- b) The development or any stage of it is not completed within the time specified in the permit, or if no time is specified within two years after the issue of the permit.
- c) The use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
- d) The use is discontinued for a period of two (2) years.

If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision:

- a) The use or development of any stage is to be taken to have started when the
- b) Plan is certified; and
- c) The permit expires if the plan is not certified within two years of the issue of the permit.

The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.

An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.

An application for review is lodged with the Victorian Civil and Administrative Tribunal.

An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.

An application for review must state the grounds upon which it is based.

An application for review must also be served on the Responsible Authority.

Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal

Victoria Civil and Administrative Tribunal, Planning List
55 King Street, MELBOURNE VIC 3000
Ph (03) 9628 9777 Fax: (03) 9628 9789

CERTIFICATE OF FINAL INSPECTION - FORM 17

Building Act 1993, Building Regulations 2018, Regulation 200

For Building Permit Number: 5734028405539

Property Details 405 Mt Eirene Road
 GEMBROOK 3783
 Lot: 21 LP/PS: LP59034
 Municipal district: Cardinia Shire Council

Building Permit Number BS-U 30045/5734028405539
Version of BCA NCC 2019

Nature of Building Works Extension to a Dwelling

Building Description	Part of Building	BCA Class
	Extension	1a(a)

Exemption from, or consent to partial compliance with, certain requirements

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

Part of building given consent to partial compliance with requirements of the Building Regulations 2018

All existing parts of dwelling

Nature and scope of exemption

The existing un-modified portions of the dwelling are not required to be upgraded to comply with Building Regulation 2018 Regulation 10 - Compliance with the NCC2019 unless specifically noted otherwise in the Form 18 statement:

- Existing timber fascias to be retained in lieu of BAL-29 compliance
- Existing veranda roof with transparent roofing and treated pine framing to be retained in lieu of BAL-29 compliance
- Cypress veranda posts to be retained in lieu of BAL-29 compliance
- Spaced merbau cladding to top portion of existing deck subfloor to be retained in lieu of BAL-29 compliance
- Existing building fabric (incl windows/insulation/etc) to be left in place.

Maintenance Determination

The requirement for maintenance determinations does not apply to these works, as such a maintenance determination is **not** required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

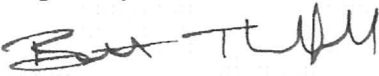
Directions to fix building work

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

Certificate Number: 022388

Relevant Building Surveyor: BRETT THRELFALL

Registration No: BS-U 30045

Signature: 

Date of Issue: 08 July 2022

Inspection Approval Dates

Inspection Type
FOOTINGS/STUMP HOLES & PIERS
SUB-FLOOR FRAMING
FRAME
FINAL

Approval Date
20/05/2021
07/07/2021
07/07/2021
22/06/2022

Residential rental agreement no more than 5 years



Residential Tenancies Act 1997 Section 26(1)

Residential Tenancies Regulations 2021 Regulation 10(1)

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

Part A – Basic terms

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

1 Date of agreement

This is the date the agreement is signed.

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2 Premises let by the rental provider

Address of premises

405 Mt Eirene road Gembrook

Postcode
3783

3 Rental provider details

Full name(s) or

Adam Hosek & Jasmine Sinclair

Company name

ACN (if applicable)

(Please fill out details below where no agent is acting for the rental provider)

Address

405 Mt Eirene Road Gembrook Vic 3783

Postcode

Phone number

0436 113 345

Email address

adam_h@outlook.com.au

Rental provider's agent's details (if applicable)

Full name

Address

Postcode

Phone number

ACN (if applicable)

Email address

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4 Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of renter 1	Jandi Rama Gibson	
Current address	48 Pakenham road Cockatoo, Vic 3781	Postcode
Phone number	0408 523 644	
Email address	jandigibson5@gmail.com	
Full name of renter 2		
Current address		Postcode
Phone number		
Email address		
Full name of renter 3		
Current address		Postcode
Phone number		
Email address		
Full name of renter 4		
Current address		Postcode
Phone number		
Email address		

Note: If there are more than four renters, include details on an extra page.

5 Length of the agreement

Fixed term agreement Start date (this is the date the agreement starts and you may move in)

End date

Periodic agreement (monthly) Start date

Note: A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6 Rent

Rent amount (\$)
(payable in advance)

To be paid per week fortnight calendar month

Day rent is to be paid (e.g. each Thursday or the 11th of each month)

Date first rent payment due

7 Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond amount (\$)

Date bond payment due

Part B – Standard terms

8 Rental provider's preferred method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

direct debit bank deposit cash cheque or money order BPAY

other electronic form of payment, including Centrepay

Payment details (if applicable)

Account Name: Adam Hosek & Jasmine Sinclair
BSB: 733 326
Account No: 725 982

9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

- Yes - insert email address, mobile phone number or other electronic contact details
- No

9.2 Does the renter agree to the service of notices and other documents by electronic methods, such as email?

(Renter to tick as appropriate)

- Renter 1** Yes - insert email address, mobile phone number or other electronic contact details

No

Renter 2 Yes - insert email address, mobile phone number or other electronic contact details

No

Renter 3 Yes - insert email address, mobile phone number or other electronic contact details

No

Renter 4 Yes - insert email address, mobile phone number or other electronic contact details

No

Note: If there are more than four renters, include details on an extra page.

10 Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name

Emergency phone number

Emergency email address

11 Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12 Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

No Yes If yes, the rental provider must attach a copy of the rules to this agreement.

13 Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety-related activities

14 Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
 - (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
 - (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
 - (i) Information on how each smoke alarm in the rented premises operates; and
 - (ii) Information on how to test each smoke alarm in the rented premises; and
 - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
 - (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the *Building Act 1993* require smoke alarms to be installed in all residential buildings.
-

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the *Building Act 1993* on the request of the renter.

18 Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under *Building Act 1993* apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

- (a) If the rented premises is in a designated bushfire-prone area under section 192A of the *Building Act 1993* and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of renters and rental providers under the **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting.

Locks

- The rental provider must ensure the premises:
 - has locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock, and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - family violence intervention order; or
 - family violence safety notice; or
 - recognised non-local DVO; or
 - personal safety intervention order.

Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

Urgent repairs

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

- the renter cannot meet the cost of the repairs; or

- the cost of repairs is more than \$2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
 - damage to the premises.
 - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

Rent

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

Access and entry

- The rental provider may enter the premises:
 - at any time, if the renter has agreed within the last 7 days.
 - to do an inspection but not more than once every 6 months.
 - to comply with the rental provider's duties under the Act.
 - to show the premises or conduct an open inspection to sell, rent or value the premises.
 - to take images or video for advertising a property that is for sale or rent.
 - if they believe the renter has failed to follow their duties under the Act.
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Part E – Additional terms

21 Further details (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

The rental provider (Adam and Jasmine) will require access to the property for the first 6 months to complete renovations to the powder room and landscaping of the outside grounds. For the first 6 months half of the rear green shed will be provided for storage to Jandi and Adam will remove the remaining goods making the shed available for Jandi after October 2023 during this time 24hrs notification will be given of access requirements via text or phone to ensure suitability to access the shed/site.

Adam will keep a Sheep in the paddocks to assist with keeping the vegetation down and will require access to provide animal husbandry and may also add another sheep into the future. Jandi may possibly add a pony on occasions.

What's not included- The mezzanine in the green shed and the shipping container connected to the green shed will not be available for the tenant to use and Adam and Jasmine will require access on occasions. Notice will be given for access permission.

The weekly rental amount will be reviewed in 6 months (October 2023) as agreed to ascertain the suitability of a rent increase to \$700 per week if all works are complete and full access to shedding is available.

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

22 Signatures

This agreement is made under the *Residential Tenancies Act 1997*.

Before signing you must read **Part D – Rights and obligations** in this form.

Rental provider

Signature of rental provider 1

Date

Signature of rental provider 2

Date

Renter(s)

All renters listed must sign this residential rental agreement.

Signature of renter 1

Date

Signature of renter 2

Date

Signature of renter 3

Date

Signature of renter 4

Date

Note: Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on an extra page.

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on **1300 55 81 81**.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarımı ve size bir Danışma Memuru ile görüşturmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ SỰ Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha
Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodilaца и тумача (Translating and Interpreting Service – TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

Amharic በእነንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የከስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለቪክቶሪያ ደንበኞች ፖ-ዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኙዎት መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

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



Foster Legal Lawyers c/- LANDATA
 DX 250639
 Melbourne

CERTIFICATE NO: 76347
APPLICANT REFERENCE: 70320055-018-3
DATE: 22/09/2023

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.

ASSESSMENT NO:	1604800400	VALUATIONS	
PROPERTY LOCATION:	405 Mt Eirene Rd Gembrook 3783	SITE VALUE:	835000
TITLE DETAILS:	L21 LP59034 V8595 F875	CAPITAL IMPROVED VALUE:	1160000
		NET ANNUAL VALUE:	58000
		LEVEL OF VALUE DATE:	01/01/23
		OPERATIVE DATE:	01/07/23

PROPERTY RATES & CHARGES

Rates and charges for the financial year ending 30 June 2024

RATES & CHARGES	LEVIED	BALANCE
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$2,416.63	\$2,416.63
INTEREST		\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$178.36	\$178.36

GARBAGE	\$348.60	\$348.60
GREEN WASTE LEVY	\$0.00	\$0.00

SPECIAL RATES /SPECIAL CHARGES

SCHEME NAME	ESTIMATED AMOUNT	PRINCIPAL BALANCE	INTEREST BALANCE
		\$0.00	\$0.00
		TOTAL SCHEME BALANCE	\$0.00

OPEN SPACE CONTRIBUTION

TOTAL OUTSTANDING **\$2,943.59**



Bill code:	858944
Reference:	16048004002

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

405 Mt Eirene Rd
Gembrook
L21 LP59034 V8595 F875

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

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:

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.

POTENTIAL LIABILITIES


Notices and Orders issued as described above:

Other:

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.

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.**

Property Clearance Certificate

Land Tax



FOSTER LEGAL LAWYERS

Your Reference: LD:72487919-012-8.230791
Certificate No: 75095909
Issue Date: 15 APR 2024
Enquiries: ESYSPROD

Land Address: 405 MT EIRENE ROAD GEMBROOK VIC 3783

Land Id	Lot	Plan	Volume	Folio	Tax Payable
12313178	21	59034	8595	875	\$0.00

Vendor: JASMINE SINCLAIR & ADAM HOSEK
Purchaser: NA NA

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR ADAM JOSEPH HOSEK	2024	\$835,000	\$0.00	\$0.00	\$0.00

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

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

CAPITAL IMPROVED VALUE:	\$1,160,000
SITE VALUE:	\$835,000
CURRENT LAND TAX CHARGE:	\$0.00

Notes to Certificate - Land Tax

Certificate No: 75095909

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$3,660.00

Taxable Value = \$835,000

Calculated as \$2,250 plus (\$835,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 75095909

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 75095909

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



FOSTER LEGAL LAWYERS

Your Reference: LD:72487919-012-8.230791

Certificate No: 75095909

Issue Date: 15 APR 2024

Land Address: 405 MT EIRENE ROAD GEMBROOK VIC 3783

Lot	Plan	Volume	Folio
21	59034	8595	875

Vendor: JASMINE SINCLAIR & ADAM HOSEK

Purchaser: NA NA

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.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 75095909

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 75095901

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 75095901

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

965196

APPLICANT'S NAME & ADDRESS

FOSTER LEGAL LAWYERS C/- LANDATA
MELBOURNE

VENDOR

HOSEK, ADAM

PURCHASER

NA, NA

REFERENCE

230791

This certificate is issued for:

LOT 21 PLAN LP59034 ALSO KNOWN AS 405 MT EIRENE ROAD GEMBROOK
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

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

The land:

- is included in a RURAL CONSERVATION ZONE - SCHEDULE 2
- is within a BUSHFIRE MANAGEMENT OVERLAY
- and a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

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

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

21 September 2023

Sonya Kilkenny
Minister for Planning

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

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

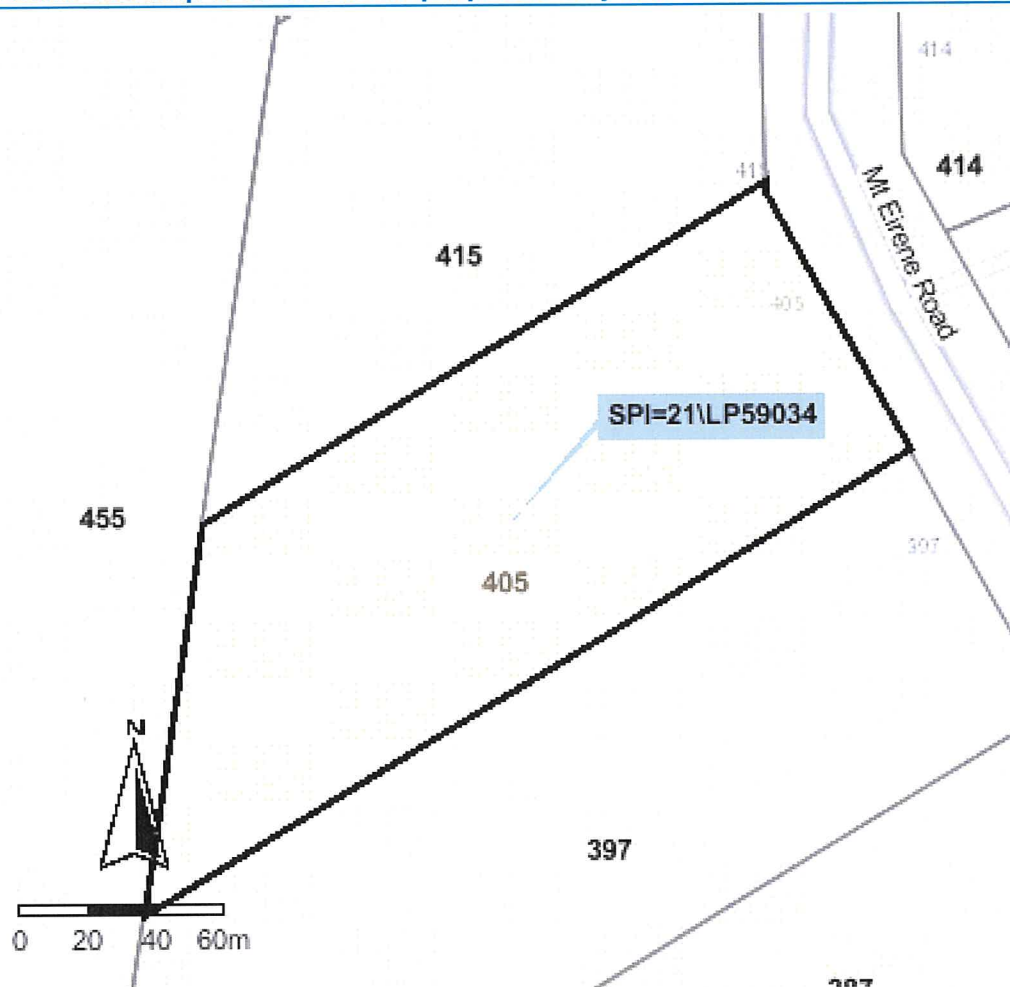
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

From www.planning.vic.gov.au at 22 September 2023 11:37 AM

PROPERTY DETAILS

Address: **405 MT EIRENE ROAD GEMBROOK 3783**
 Lot and Plan Number: **Lot 21 LP59034**
 Standard Parcel Identifier (SPI): **21\LP59034**
 Local Government Area (Council): **CARDINIA**
 Council Property Number: **1604800400**
 Planning Scheme: **Cardinia**
 Directory Reference: **Melway 314 J5**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[RURAL CONSERVATION ZONE \(RCZ\)](#)

[RURAL CONSERVATION ZONE - SCHEDULE 2 \(RCZ2\)](#)



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

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

Planning Overlays

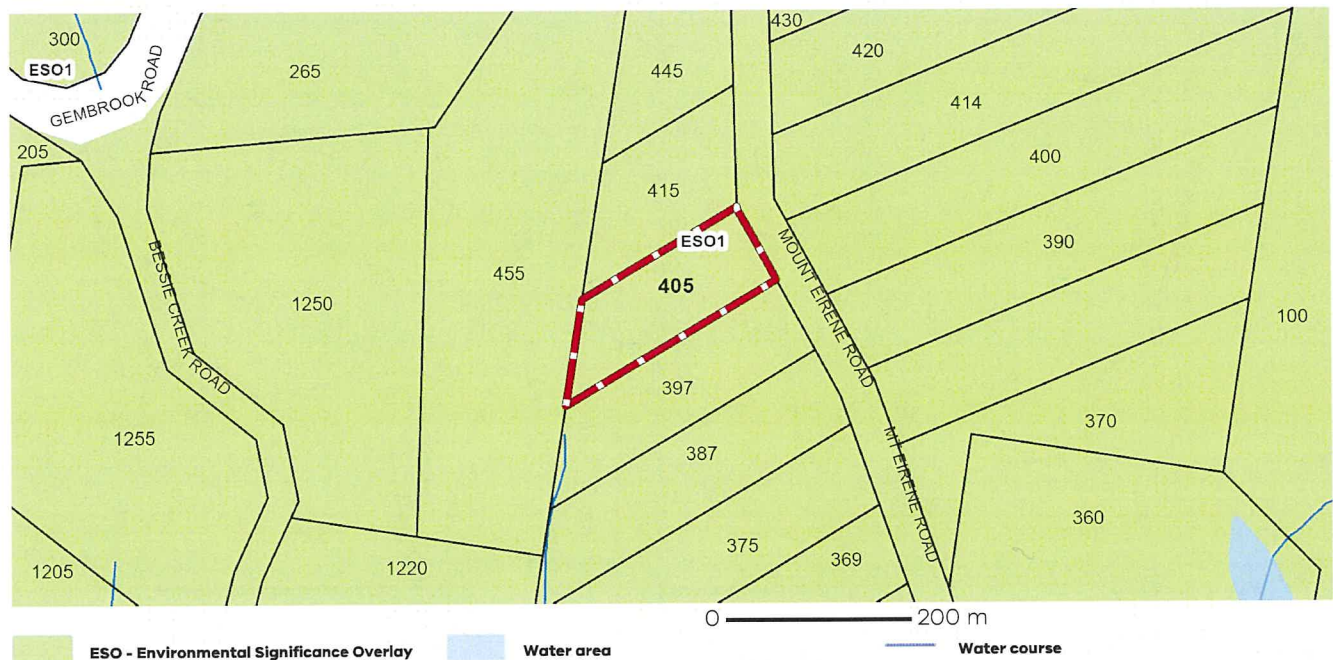
BUSHFIRE MANAGEMENT OVERLAY (BMO)



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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)



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

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Further Planning Information

Planning scheme data last updated on 13 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 apply to 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>

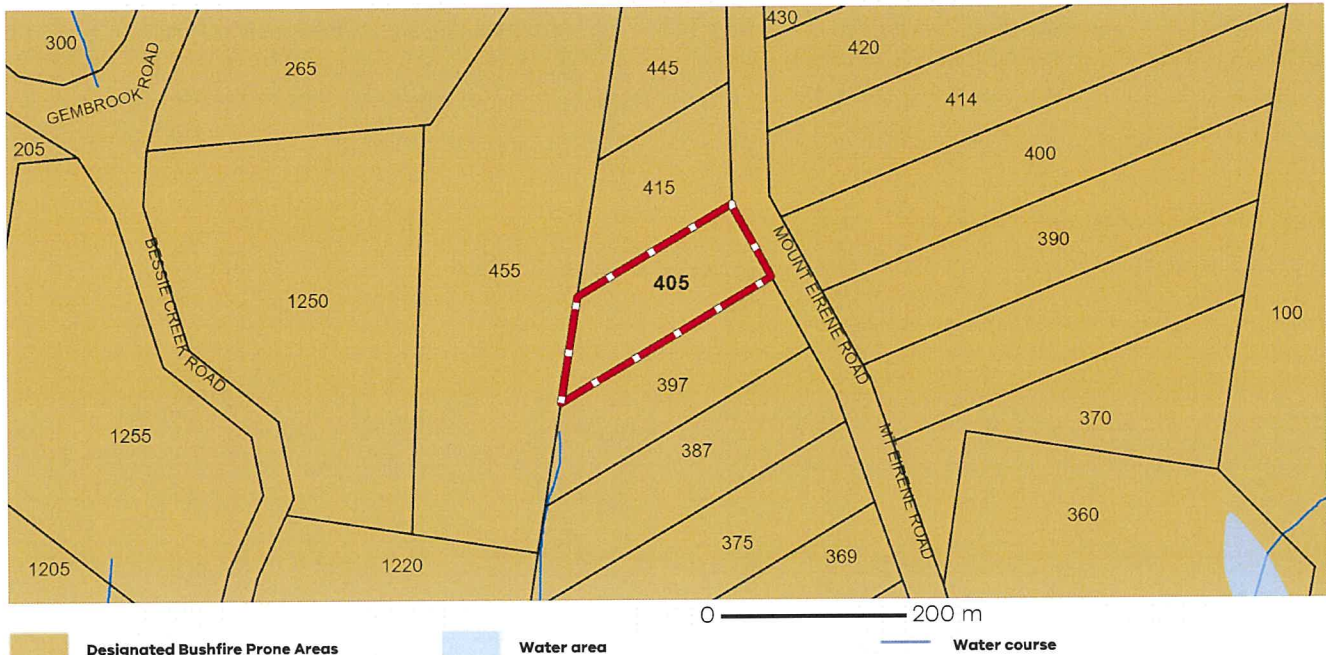
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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

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