

Contract of Sale of Land

Property:

7914 Great Ocean Road, Princetown VIC 3269

Prudential Conveyancing Services

109 Bromfield Street

COLAC VIC 3250

Tel: 0428 526 460

Ref: CW:AF:2023210

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../2023

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../2023

Print names(s) of person(s) signing: Oliver Brandon Jack Shircore

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: HF Richardson Real Estate
Address: 40 Murray Street, Colac VIC 3250
Email: jake@hfrcolac.com.au
Tel: 03 5232 1800 Mob: 0417 507 692 Fax: Ref: Jake Theodore

Vendor

Name: Oliver Brandon Jack Shircore
Address: 2 Earle Court, Warrnambool VIC 3280
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Prudential Conveyancing Services
Address: 109 Bromfield Street, Colac VIC 3250
Email: christinewalsh12@bigpond.com
Tel: 0428 526 460 Mob: Fax: Ref: Christine Walsh

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11321 Folio 603	19 & 20	TP 424791M

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: 7914 Great Ocean Road, Princetown VIC 3269

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

All fixed floor coverings, electric light fittings, window furnishings and all items of a fixed and permanent nature as inspected.

Payment

Price \$ _____
Deposit \$ _____ On signing here of
Balance \$ _____ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on/...../2023

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

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

Lease (general condition 5.1)

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

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

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

OR

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

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____

Approval
date: _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

1. Interpretation

The parties agree that throughout this contract unless the context so requires, words importing the singular shall include plural and vice versa and words referring to any one gender shall include the other and where more persons than one are included in the term "purchaser" their covenants hereunder shall be joint as well as several.

2. Whole Agreement

The purchaser acknowledges there have been no representations made by or on behalf of the vendor other than as set out in this contract, and this contract contains all the warranties, conditions or other terms of sale which the purchaser believes should be embodied.

3. Planning Laws and Improvements

3.1 The purchaser buys the land subject to any restrictions on its use or development pursuant to the Planning and Environment Act 1987 and Planning Scheme.

3.2 The purchaser buys the land subject to the present state of repair and condition of all improvements situated on the land and subject to any defects in the construction location state of repair and condition of the improvements at the day of sale and the vendor does not warrant that the improvements at the day of sale and the vendor does not warrant that the improvements comply with current building legislation and the purchaser relies on the purchaser's own inquiries and inspections.

4. Company Purchaser

4.1 If the Purchaser:

- (a) Is a corporation or trustee of a trust the purchaser shall deliver to the Vendor a guarantee and indemnity in the form annexed guaranteeing the full observance and performance by the Purchaser of every obligation of the Purchaser under this contract duly signed by each and every director of the Purchaser trustee or trust; or
- (b) Nominates a corporation as an additional or substituted purchaser ("the nominated Purchaser") then the nominated purchaser shall deliver to the vendor a guarantee and indemnity in the form annexed guaranteeing the full observance and performance by the nominated purchaser of every obligation of the purchaser under this contract duly signed by each and every director of the nominated purchaser.

4.2 If the duly signed guarantee and indemnity is not annexed to this contract at the time of exchange of parts the purchaser and if applicable the nominated purchaser will be deemed to be in default under this contract.

5. Purchasers Indemnity

The purchaser indemnifies the vendor for all damage, loss, cost or liability incurred or suffered by the vendor caused or contributed to by the purchaser's failure to comply with this contract including, without limitation, liability incurred under another contract of sale.

6. Goods

6.1 The property and any goods sold by this contract shall not pass to the purchaser until payment of the whole purchase of the purchase money.

6.2 The purchaser acknowledges that the goods are not new and no warranty is given as to their condition or fitness for purpose.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

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

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

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

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

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

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

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

that money towards those damages; and

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

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

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director/ Directors of			ACN

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director (Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director (Sign)

Witness

Vendor GST Withholding Notice

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

To: Whom it may concern,

From: Oliver Brandon Jack Shircore, 2 Earle Court, Warrnambool VIC 3280

Property Address: 7914 Great Ocean Road, Princetown VIC 3269

Lot: 19 & 20 Plan of subdivision: 424791M

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

Dated: 24 February 2023

Signed for an on behalf of the Vendor: *Prudential Conveyancing Services*

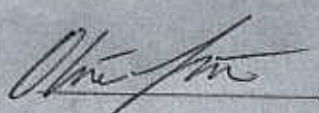
Vendor Statement

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	7914 GREAT OCEAN ROAD, PRINCETOWN VIC 3269
------	--

Vendor's name	Oliver Brandon Jack Shircore	Date	3/3/2023
Vendor's signature			

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

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

☒ The required specified information is as follows:

- | | |
|-----------------------------------|-------------------------------|
| (a) Name of planning scheme | Corangamite |
| (b) Name of responsible authority | Corangamite Shire |
| (c) Zoning of the land | RCZ - Rural Conservation Zone |

(d) Name of planning overlay
Bushfire Management Overlay

Environmental Significance Overlay, Significant Landscape Overlay,

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):

Not Applicable

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 ☐

Gas supply ☒

Water supply ☒

Sewerage ☒

Telephone services ☒

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 2000m²; (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)

Copy Title Search Volume 11321 Folio 603

Copy Title Plan TP 424791M

Corangamtie Shire Rates Notice

Planning Permit PP2018/059

Building Permit 030867

Occupancy Permit

Domestic Buildin Insurance Unit 1

Domestic Building Insurance Unit 2

Planning Permit PP2021/001

Building Permit 031587

Occupancy Permit

Certificate of Final Inspection

Domestic Building Insurance Unit 1

Domestic Building Insurance Additions/Shed

Property Report

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.

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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 11321 FOLIO 603

Security no : 124103928034Y
Produced 14/02/2023 12:15 PM

LAND DESCRIPTION

Lots 19 and 20 on Title Plan 424791M.
PARENT TITLE Volume 08898 Folio 339
Created by instrument AJ346855J 30/11/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
OLIVER BRANDON JACK SHIRCORE of 2 EARLE COURT WARRNAMBOOL VIC 3280
AQ464990G 20/11/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ464991E 20/11/2017
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE TP424791M 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)

ADMINISTRATIVE NOTICES

NIL

eCT Control 00200Q NATIONAL AUSTRALIA BANK (STATE SECURITIES)
Effective from 20/11/2017

DOCUMENT END

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	TITLE PLAN	EDITION 2	TP 424791M
Location of Land Parish: LA TROBE Township: PRINCETOWN Section: Crown Suburban Allotment: 38, 39A, 48, 48A, 49, 51, 51A, 52, 52A, 55, 55A, 56, 57A, 60A, 60B, 61, 61A, 64, 89A, 89 (PT) Crown Portion: Last Plan Reference: Derived From: VOL 8898 FOL 339 Depth Limitation: 50 FEET (CA 39A, CA 48A)		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	
EASEMENT INFORMATION			
Legend: A - Appurtenant Easement E - Encumbering Easement R- Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Links)	Land Benefitted / In Favour Of
E-1	Water Supply	10	AM 906702Q Vol.11440 Fol.556

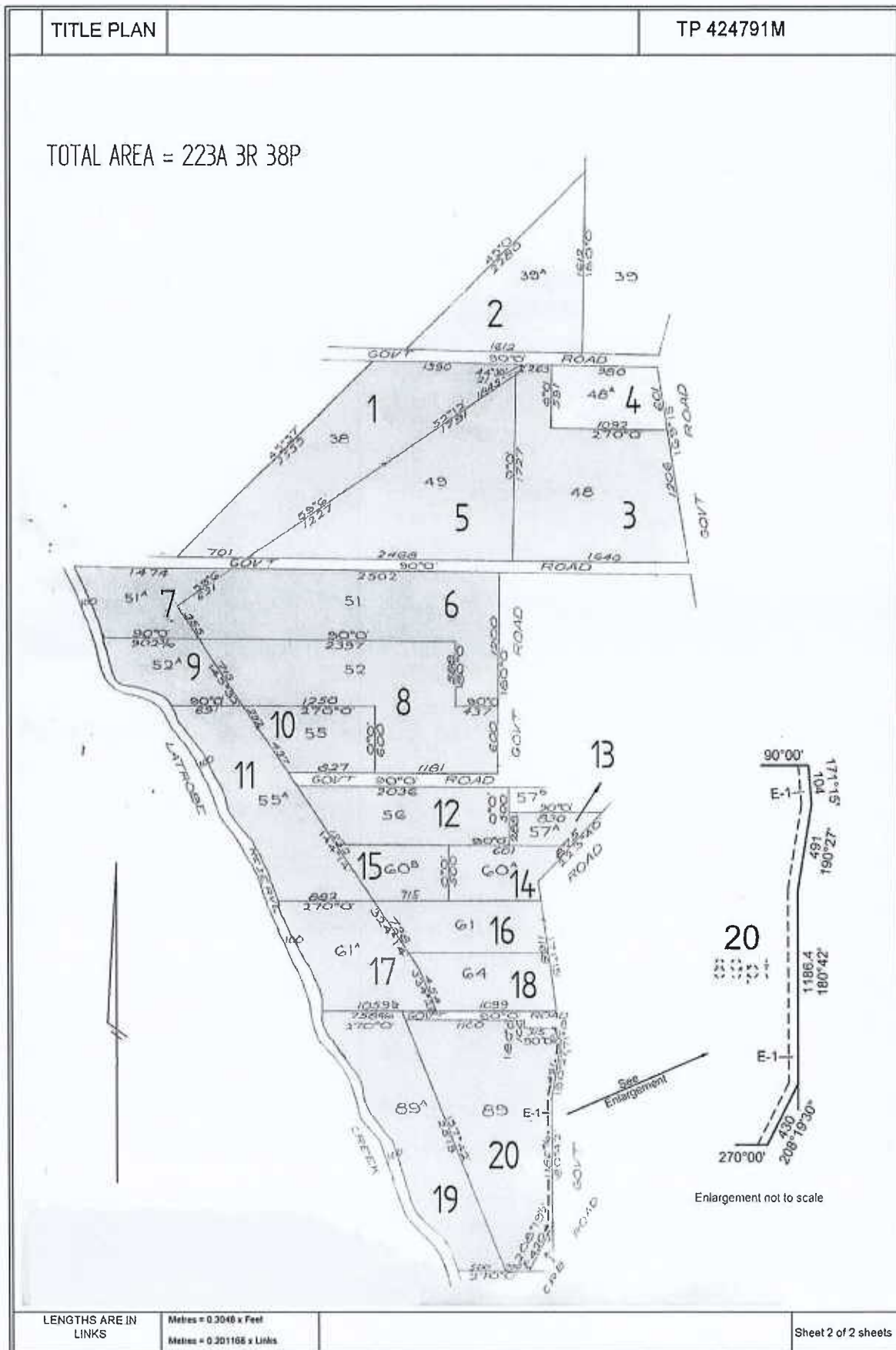
THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT

COMPILED: 03/05/2008
VERIFIED: EWA

TABLE OF PARCEL IDENTIFIERS	
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	
PARCEL 1 = CA 38	
PARCEL 2 = CA 39A	
PARCEL 3 = CA 48	
PARCEL 4 = CA 48A	
PARCEL 5 = CA 49	
PARCEL 6 = CA 51	
PARCEL 7 = CA 51A	
PARCEL 8 = CA 52	
PARCEL 9 = CA 52A	
PARCEL 10 = CA 55	
PARCEL 11 = CA 55A	
PARCEL 12 = CA 56	
PARCEL 13 = CA 57A	
PARCEL 14 = CA 60A	
PARCEL 15 = CA 60B	
PARCEL 16 = CA 61	
PARCEL 17 = CA 61A	
PARCEL 18 = CA 64	
PARCEL 19 = CA 89A	
PARCEL 20 = CA 89 (PT)	

SEE SHEET 2 FOR DIAGRAM

LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 2 sheets
----------------------	---	---------------------



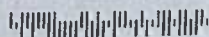


CORANGAMITE
SHIRE

Corangamite Shire
PO Box 84
Carpentersville VIC 3260

Phone: (03) 5593 7100
Email: shire@corangamite.vic.gov.au
Web: www.corangamite.vic.gov.au
Office Hours: 8.30 am to 5.00 pm
ABN 67 043 518 438

2022-2023 RATE INSTALMENT NOTICE



OBJ Shircore
2 Earle Court
WARRNAMBOOL VIC 3280



034
1002105
R1_4701

Instalment due dates for the
rating year 01/07/2022 to
30/06/2023 are as follows.

1. Due 30/09/2022
2. Due 30/11/2022
3. Due 28/02/2023 **\$379.00**
4. Due 31/05/2023 **\$379.00**

Property Details:

7914 Great Ocean Road PRINCETOWN VIC 3269
Lots 19/20 TP424791M

Size: 13.04Ha

SEE OVER FOR PAYMENT OPTIONS

Current Instalment Due 28/02/2023 **\$379.00**

TOTAL DUE \$379.00

*PAID 7-2-2023
REF G 8920081669*

Property Number: 201794
Notice Issue Date: 17/01/2023
Valuation as at: 01/01/2022
Capital Improved Value (CIV): \$520,000.00
Site Value: \$220,000.00
Net Annual Value: \$26,000.00

PAYMENT METHODS - Full details see overleaf



Biller Code: 5553
Ref: 0000 0473 3933



Biller Code: 17500
Ref: 0000 0473 3933

PLEASE NOTE: Payments received by Council after 17 January 2023
have not been included in the above amount payable.

GST is not applicable to municipal rates & charges

IF INSTALMENT IS NOT PAID BY THE DUE DATE, INTEREST AT 10% MAY BE CHARGED



Post
Billpay

Amount Due: \$379.00



*366 000004733933



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PLANNING PERMIT

Permit No.: PP2018/059
Planning Scheme: Corangamite Planning Scheme
Responsible Authority: Corangamite Shire Council
Prop No.: 201794

Page 1 of 6

ADDRESS OF THE LAND

Land Title: Lot 20 TP 424791M
Land Address: Great Ocean Road PRINCETOWN VIC 3269

THE PERMIT ALLOWS

Use and Development of Land for Group Accommodation (Two Units) and Alteration of Access

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

Amended Plans Required

1. Before the development starts, amended plans must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and a minimum of three copies provided. Such plans must be generally in accordance with the plan submitted but modified to show:
 - a) an amended Planting Schedule and Landscape Plan, generally in accordance with the schedule and plan submitted on pages 20-21 of the 'Vegetation Assessment and Vegetation Management Prescriptions' that shows the location and list of all species to be planted. All species must be compliant with the Gellibrand Landscape Zone in the 'Corangamite Shire Indigenous Planting Guide' (Corangamite Shire, 2007). A hard copy of this publication will be provided with the issue of the permit.

Layout Not Altered

2. The use and development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

VicRoads Access Requirements

3. Prior to the commencement of the use or occupation of the development hereby approved, a sealed access crossover generally in accordance with the Roads Corporation (VicRoads) standard details SD2066 - Typical Rural Driveway Access to Residential Properties, modified to suit site conditions, must be constructed and available for use to the satisfaction of the Responsible Authority and at no cost to the Responsible Authority and VicRoads.
4. Vehicles must enter and exit the site in a forward direction at all times.

Date Issued 25 September 2018

Signature for the Responsible Authority

Sophie MacLure

PLANNING PERMIT

Permit No.:	PP2018/059
Planning Scheme:	Corangamite Planning Scheme
Responsible Authority:	Corangamite Shire Council
Prop No.:	201794

Page 2 of 6

Stormwater Drainage Plan

5. All stormwater and surface water discharging from the buildings and works approved by this permit must be retained on site for the purpose of re-use to the satisfaction of the Responsible Authority. A properly prepared drainage plan drawn to scale showing all dimensions and computations must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit.

Wastewater Requirements

6. All wastewater must be treated and retained on-site in accordance with DEPP (Waters of Victoria) under the Environmental Protection Act 1907 to the satisfaction of the Responsible Authority. All wastewater from the dwelling must be treated and retained within the lot in accordance with the State Environment Protection Policy (Waters of Victoria) and current Code of Practice - Onsite Wastewater Management, under the Environmental Protection Act 1970.

Native Vegetation

7. No native vegetation is to be removed as a result of the construction of the two units and their associated infrastructure, including wastewater treatment and construction of access, to the satisfaction of the Responsible Authority.
8. All native vegetation management and plantings, as described in the amended report 'Vegetation Assessment and Vegetation Management Prescriptions' by Mark Trengove Ecological Services, must be adhered to.
9. Weed hygiene of vehicles, machinery, materials and persons entering to and from the site, during construction and during the life of the development, must be undertaken according to best practice to ensure weed species are not transmitted to and from the site.

Construction Environment Management Plan

10. Before the development starts, a Construction Environment Management Plan (CEMP) must be prepared by a suitably qualified person, to the satisfaction of the Responsible Authority. When approved, the CEMP will be endorsed and will then form part of the permit. The CEMP must address the following issues during the construction period of the development:
 - a. Soil erosion - Soil erosion control measures must be employed throughout the construction stage of the development in accordance with Construction

Date Issued 25 September 2018

Signature for the Responsible Authority

Sophie MacRae

PLANNING PERMIT

Permit No.: PP2018/059
Planning Scheme: Corangamite Planning Scheme
Responsible Authority: Corangamite Shire Council
Prop No.: 201794

Page 3 of 6

Techniques for Sediment Pollution Control, EPA 1991 to the satisfaction of the responsible authority. Batters steeper than 3:1 must be treated in accordance with this publication.

- b. Construction storage - The storage locations of any materials, equipment, vehicles, machinery, soils and waste products, during the construction stages, must be nominated and marked on a site plan.
- c. Stormwater/wastewater during construction - Detail must be provided for the management of stormwater and measures used to treat any runoff from the site including measures to prevent sediment discharge to the wetlands and waterways. This detail should also include waste water management during construction, including arrangements for disposal of any polluted waste water.
- d. Sediment - To avoid damage to the Princetown Wildlife Reserve and LaTrobe Creek and associated wetlands, silt from batters, cut-off drains, and table drains must be retained on site during and after the construction stage of the project. The CEMP should include detail in regard to the following items:
 - i. Establishing workable sediment traps.
 - ii. Table drains and cut-off drains are to be designed and constructed in such a manner to reduce water velocity and subsequent soil erosion.
 - iii. Drains must be constructed without use of "V" cross sections.
 - iv. Topsoil must be spread over batters 70 to 100 millimetres thick. Batters steeper than 3:1 (horizontal: vertical) must be treated in accordance with EPA recommendations detailed in the "Construction Techniques for Sediment Pollution Control No. 275, May 1991".
 - v. After rain the new works or maintenance works must be regularly monitored to determine failure of rehabilitation works. Any evidence of works or maintenance failure must be corrected immediately when ground conditions are suitable to work.
 - vi. Vegetation comprising non-invasive species must be established as soon as practicable upon completion of earthworks.
- e. No materials, buildings, equipment or vehicles associated with the works are to be stored or parked on the adjoining Princetown Wildlife Reserve and LaTrobe Creek or associated wetlands.
- f. The location of existing native tree, shrub and grass vegetation in the vicinity of the construction area must be marked with bunting and signage (marked 'No Disturbance Vegetation Protection Zone') for the duration of the construction activities.
- g. There must be no disturbance to the existing native vegetation from any works, including drainage works, storage or materials or machinery, or fence construction.

Date Issued 25 September 2018

Signature for the Responsible Authority

Sophie MacRae

PLANNING PERMIT

Permit No.: PP2018/059
Planning Scheme: Corangamite Planning Scheme
Responsible Authority: Corangamite Shire Council
Prop No.: 201794

Page 4 of 6

- h. The 'Vegetation Protection Zone' is to include all the existing native tree, shrub and grass vegetation on the site, and all ground underneath tree canopies to a distance of 1 metre beyond the vegetation canopy outer edge.
- i. Weed hygiene of vehicles, machinery, materials and person entering to and from the site must be undertaken according to best practice to ensure weed species are not transmitted to and from the site.
- j. All excess and waste materials, including weeds, must be disposed of correctly to ensure no materials escape into the adjoining Princetown Wildlife Reserve and LaTrobe Creek and associated wetlands.

Land Management Plan

11. Before the development starts, an Integrated Land Management Plan (ILMP) must be prepared by a suitably qualified person, to the satisfaction of the Responsible Authority. When approved, the ILMP will be endorsed and will then form part of the permit. The ILMP must be designed for the long term operational life of the two units and must address the entire property. The ILMP must include times for completion of objectives and review mechanisms, and is to include, but not be restricted to, the consideration of:

- a. Analysis of the role of the wetlands on Lots 19 and 20, TP424791, in relation to the overall wetlands system of the Princetown Wildlife Reserve, La Trobe Creek and Gellibrand Estuary.
- b. Management plan for existing native vegetation and re-vegetation, including timelines for re-planting and maintenance, generally in accordance with planting schedule and landscape plan in the amended report *Vegetation Assessment and Vegetation Management Prescriptions* by Mark Trengove Ecological Services.
- c. Management plan for weeds and pests
- d. Management plan to prevent disturbance of native flora and fauna (including aquatic and land based plants and animals, and native bird life) by users of the land and domestic pets. This should include, but is not limited to, fencing.
- e. Management plan, including regular inspection and maintenance, of all stormwater and wastewater systems on Lot 20 TP 424791, so that there is no discharge of polluted water or sediment into the wetlands on Lots 19 and 20, TP424791.
- f. Management plan for erosion amelioration measures
- g. Management plan for the collection, recycling and disposal of waste generated by the operation of the two units, to ensure no impact on the land from domestic and kitchen waste generated by the two units.
- h. Management practice in the event of polluted water, weeds, litter, sediment or animals having a negative impact on the wetlands.

Date issued 25 September 2018

Signature for the Responsible Authority

Sophie MacRae

PLANNING PERMIT

Permit No.: PP2018/059
Planning Scheme: Corangamite Planning Scheme
Responsible Authority: Corangamite Shire Council
Prop No.: 201794

Page 5 of 6

1% AEP LEVEL

2010 - 1.16m AHD

0m SEA LEVEL RISE

2040

2 SEA LEVEL RISE

1.97m AHD

2100 - 0.8m SEA RISE

2-18m AHD

BUILDING
LEVEL

FFL

8-86

i. Emergency management plan, to include bushfire prevention measures, and response in the event of natural hazards (fire and flooding) on the land and access to the land.

j. The LMP should refer to the publication 'Managing Your Wetlands: A Practical Guide for Landholders'. A hard copy of this publication will be provided with the issue of the permit.

Expiry of Permit

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

- The use and development is not commenced within two (2) years of the date of this permit.
- 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 before the permit expires or within six (6) months afterwards.

NOTE 1:

No work must be commenced in, on, under or over the road reserve without having first obtaining all necessary approvals under the Road Management Act 2004 or regulations created under this Act.

NOTE 2:

An Application for a Permit to Install a Wastewater System must be approved prior to the installation of any domestic wastewater system.

NOTE 3:

Prior to the construction of any new vehicle crossings, the applicant must apply for and obtain appropriate assets approval from the Responsible Authority.

BAL 12.5

minimum REQ



BUILDING PERMIT

Issued to

Owner: Oliver Brandon Jack Shircore
Postal address: 2 Earle Court WARRNAMBOOL VIC 3280
Email: oshirecore@hotmail.com
Address for serving or giving of documents: 2 Earle Court WARRNAMBOOL VIC 3280
Contact person: Oliver Shircore
Telephone: 0418 596 497

Property Details

Property Address: Great Ocean Road PRINCETOWN VIC 3269
Title Details: Lot 20 TP 424791M
Municipal district: Corangamite Shire
Property No.: 201794

Builder

Name: Oliver Shircore
Building practitioner registration no.: DBU-18382
Postal address: 2 Earle Court WARRNAMBOOL VIC 3280
Telephone: 0418 596 497

Building practitioner or architect engaged to prepare documents for this permit

<i>N Divall</i>	<i>Draftsman</i>	<i>DP-AD463</i>
<i>A Brian</i>	<i>Civil Engineer</i>	<i>EC-1099</i>

*Details of domestic building work insurance

Name of builder: Oliver Shircore
Name of issuer or provider: VMIA
Policy number: C394883
Policy cover: \$Value12

*Details of relevant planning permit

Planning permit no.: PP2018/059 Date of grant of planning permit: 25/09/2018

Nature of building work

Construction of Two Units
Version of BCA applicable to permit: 2016
Stage of building work permitted: Entire
Cost of building work \$240,000.00
Total floor area of new building work: 256.00m²

Building Classification

Part of building	BCA Classification:
Entire	1b



BUILDING PERMIT

Prescribed reporting authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Regulation no.
Corangamite Shire Council	Stormwater point of discharge	133

Protection work

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

Inspection requirements

The mandatory notification stages are

1. Footings
2. Frame
3. Final

Occupation or use of building

An occupancy permit is required prior to the occupation or use of this building.

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

Commencement and completion

This building work must commence by **22 November 2019**.

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

This building work must be completed by **22 November 2020**.

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.

Conditions

This permit is subject to the following conditions:

1. All building works are to be installed in compliance with the Building Act 1993, Building Regulations 2018 and BCA Volumes 1 and 2 plus associated Australian Standards.
2. It is the builder's responsibility to ensure that building inspections are carried out at each mandatory inspection stage as noted on the Building Permit i.e. footings, frame, final etc.
A minimum of 24 hours notification is required prior to ALL inspections. Phone Corangamite Shire Building Department on 5593 7100.
3. Building work must comply with the approved drawings and conditions thereon, including any amendments marked in red.
4. Occupation or use of the building is not to occur until a final inspection is conducted and approved.
5. The hereby permitted development must not breach any Registered Restrictive Covenant registered to the subject site.
6. Stormwater must be retained onsite.



BUILDING PERMIT

Relevant building surveyor

Name: Darren Frost
Address: 181 Manifold Street, Camperdown VIC 3260
Email: building@corangamite.vic.gov.au
Building practitioner registration no.: BS-U 39294
Council Name: Corangamite Shire Council

Permit No.: BP030867/0
Date of issue of permit: 22 November 2018

Signature: _____



SOUTH ELEVATION

1 : 100

**CORANGAMITE SHIRE
PERMIT GRANTED**

Subject to compliance with the provisions of the Building Act 1993, Council Local Laws and any corrections made in RED to the approved plans

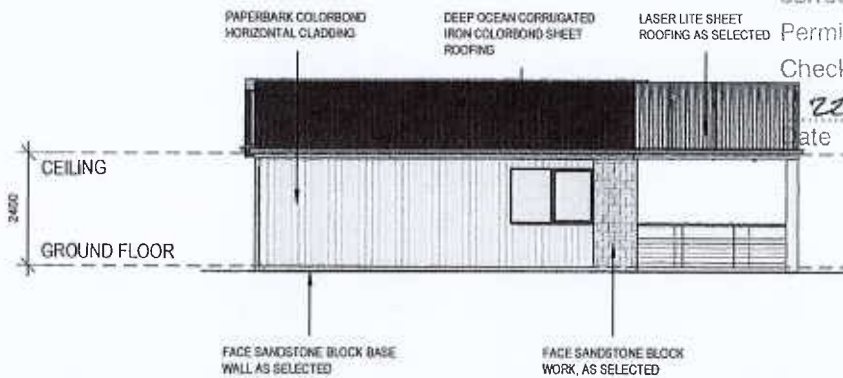
Permit No. BPO30867

Checked by

22/11/2018

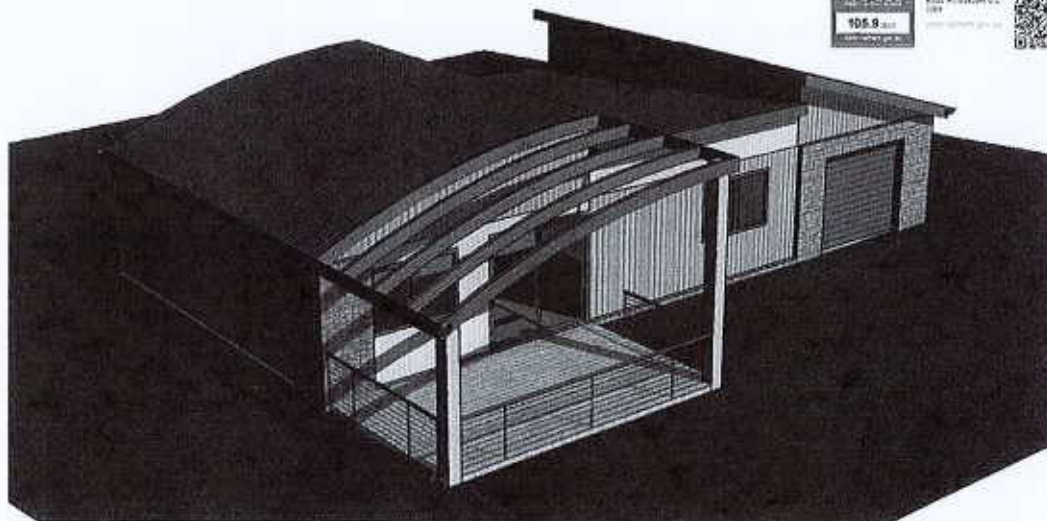
Date

[Signature]
Building Surveyor



WEST ELEVATION

1 : 100



SOUTH-WEST VIEW

18-022 O. SHIRCORE LOT 20 GREAT OCEAN ROAD, PRINCETOWN

18-022 APRIL 2018 18-022 APRIL 2018 TOWN PLANNING

23 BANYAN STREET, WARRINAMBOOL T: 03 9562 6372 F: 03 5561 1577 Email: mark@merridesigns.com.au Registration No. DP-AD463



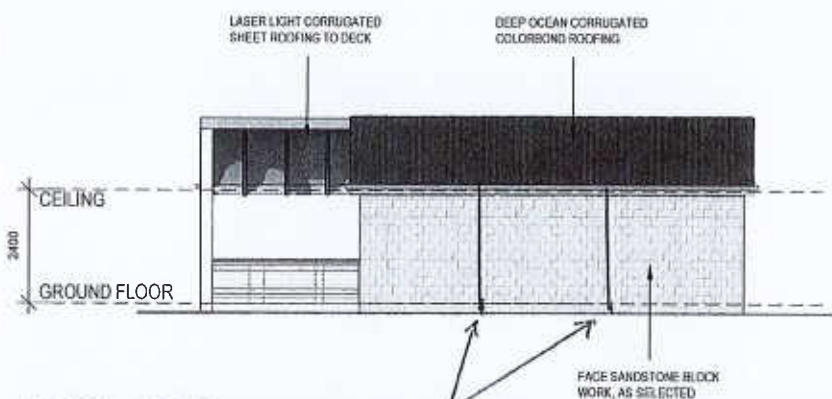
MERRI designs

Units 1 & 2



NORTH ELEVATION

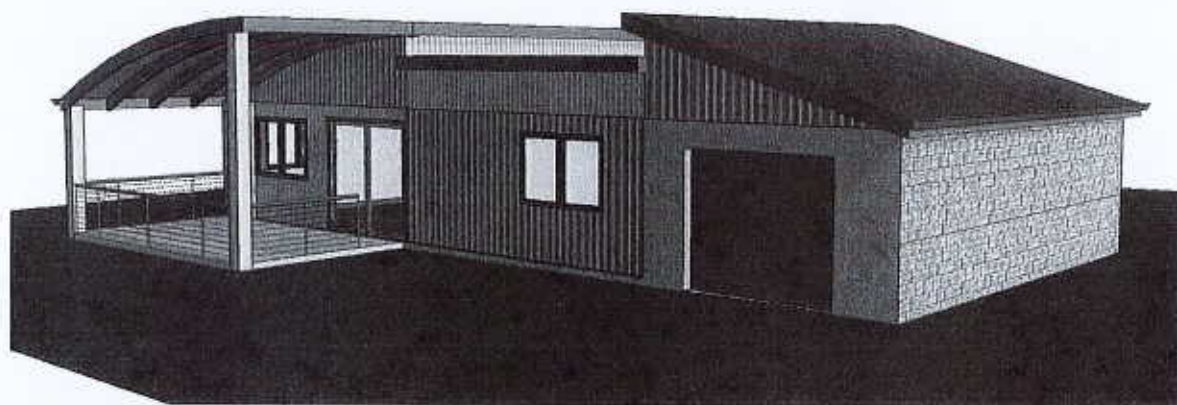
1 : 100



EAST ELEVATION

1 : 100

ARTICULATION
JOINTS



SOUTH VIEW

18-022 O. SHIRCORE LOT 20 GREAT OCEAN ROAD, PRINCETOWN

23 BANYAN STREET, WARRAVOOL T: 03 5562 6372 F: 03 5561 1577 Email: mark@merridesigns.com.au Registration No. DP-AD467



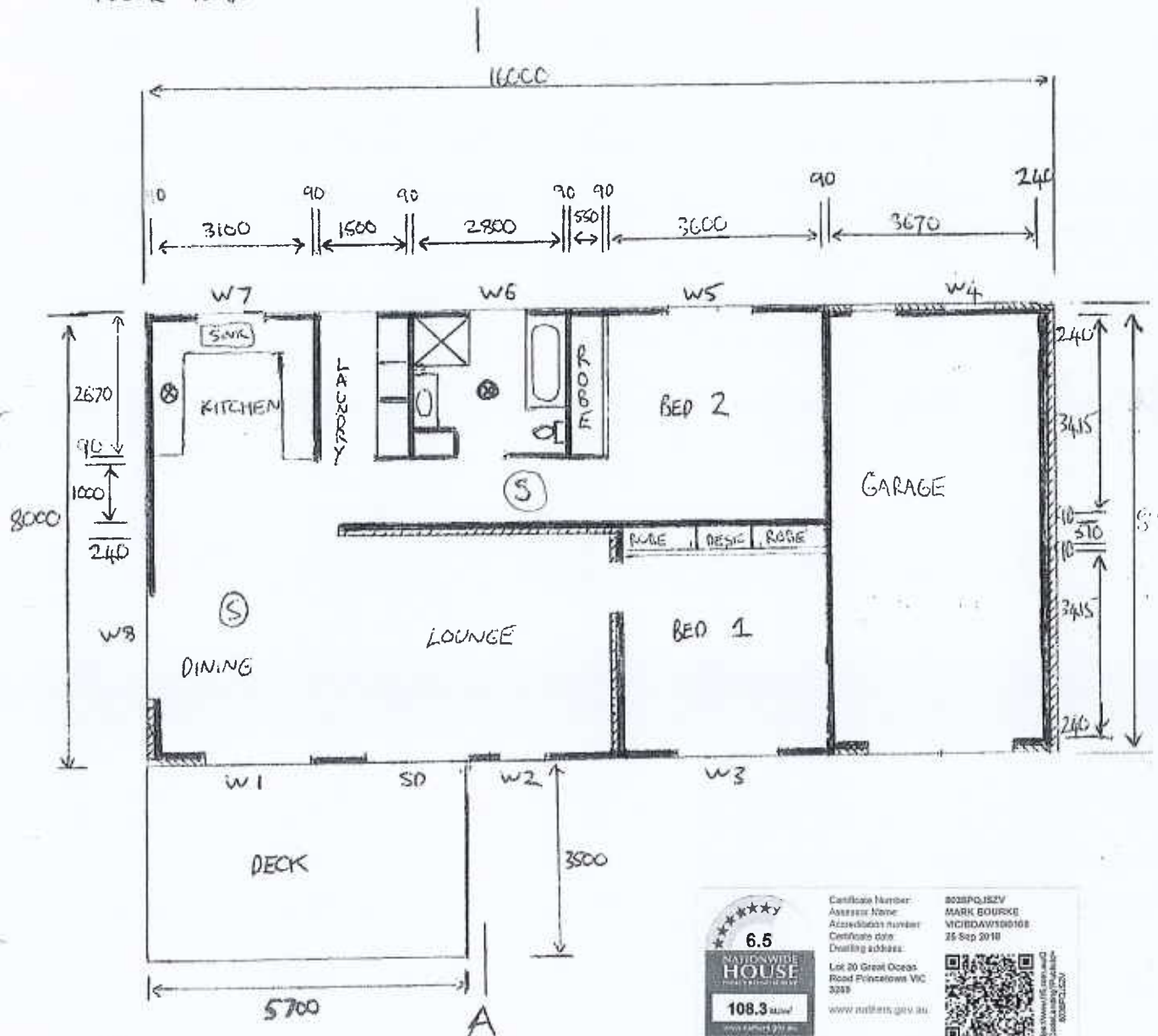
MERRIdesigns

PROPOSED RESIDENCE - LOT 20 GREAT OCEAN RD PRINCETOWN

SCALE 1:100

FLOOR PLAN

SECTION A



(S) SMOKE ALARM WIRED TO MAINS WITH BATTERY BACKUP

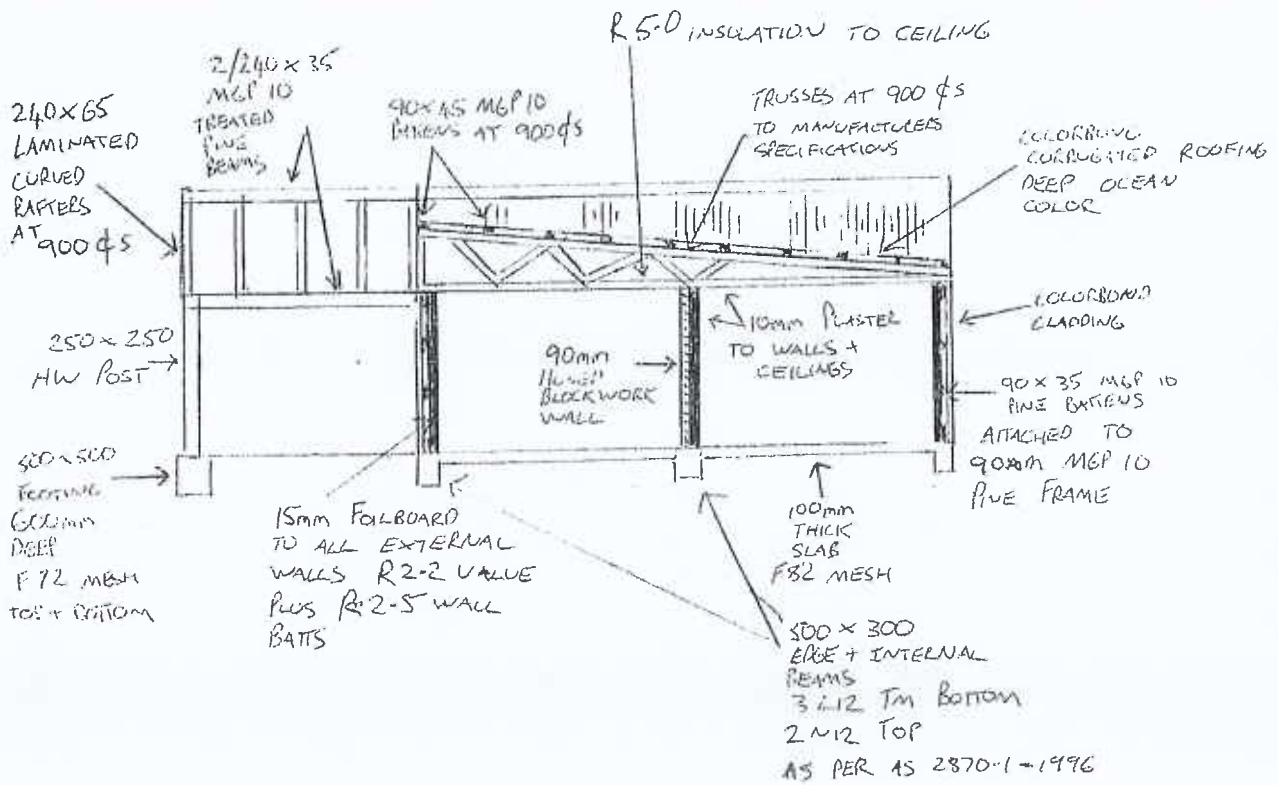
(F) MECHANICAL EXHAUST FAN DUCT TO OUTSIDE AIR



PROPOSED RESIDENCE - LOT 20 GREAT OCEAN ROAD PRINCETOWN

SCALE 1:100

SECTION A-A



SITE CLASSIFICATION - H1
BOTTOM REINFORCEMENT - 3-412 TRENCH MESH
TOP REINFORCEMENT - 2 N12
MESH - SL 72
CONCRETE GRADE - 25 MPA

Hand-drawn floor plan of a 16m x 8m building. The plan is divided into a 2x4 grid of rooms. The top row contains a Unit (FFL 0-150), a Garage (FFL 0-05), and two empty rooms. The bottom row contains a room with slab RL to be maximum 150mm above FGL (ISO preferred), and three empty rooms. Dimensions are 4m for each room width and 4m for each room height. A total width of 16m and a total height of 8m are indicated.

EDGE + INTERNAL BEAMS
500 DEEP X 300 WIDE
AT MAXIMUM 4 m SPACINGS
SLAB 100mm THICK

WHERE EDGE
BEAM EXCEEDS
750mm, F72
MESH TO BE
PLACED VERTICALLY

2 N12 BAR

SL 72 FABRIC

150mm
min

3 L12 TM

100mm

EDGE REBATE
DETAIL

SCALE 1:25

2 N12 BAR

500 mm

300 mm

200mm POLY TO UNDERSIDE
OF SLAB + BEAMS 200mm LAP
TO ALL JOINTS, TAPE ALL JOINTS

3 BAR 12mm TRENCH MESH

40mm COVER TO BOTTOM REINFORCEMENT
30mm COVER TO TOP REINFORCEMENT



FRAMING SCHEDULE + GENERAL NOTES

ALL FRAMING TO BE IN ACCORDANCE WITH AS 1684-2006



90x35 MGP 10 PINE STUDS AT 450mm CENTRES
90x45 MGP 10 PINE STUDS UNDER LINTELS + DOORWAYS
90x45 MGP 10 PINE TOP + BOTTOM PLATES
2/90x45 MGP 10 PINE TOP PLATES TO EXTERNAL WALLS

ROOF TRUSSES TO MANUFACTURERS SPECIFICATIONS AT 900mm CENTRES
70x45 MGP 10 ROOF BATTENS AT 900 CENTRES FIXED WITH 100mm
BUGLE SCREWS

CEILING BATTENS 35x42 MGP 10 PINE AT 450mm CENTRES

BRACING, TIE DOWNS + FIXINGS IN ACCORDANCE WITH
AS 1684-4 FOR NZ DESIGN WIND SPEED,
BRACING LAYOUT PLAN ATTACHED

TERMITE PROTECTION IN ACCORDANCE WITH BCA AND AS 3660-1-2000

FOUNDATION DETAILS - CLASS P, SUITABLE FOR A CLASS
"H1" STIFFENED RAFT SLAB - SEE SOIL REPORT

ARTICULATED MASONRY VENEER 500 DEEP X 300 WIDE EDGE
BEAMS + INTERNAL BEAMS AT MAX 4m SPACINGS

3 L12 TRENCH MESH

5L 72 MESH

2 N12 TOP REINFORCEMENT

25 MPA CONCRETE AS PER BCA AND AS 2870-1

ALL GLAZING TO COMPLY WITH AS 1288-2006

ALL WINDOWS + DOORS TO BE DOUBLE GLAZED

PROVIDE SMOOTH IMPERVIOUS FINISH TO ALL FLOORING IN
WET AREAS, ALSO TO WALLS 1800mm HIGH IN SHOWER +
150mm MINIMUM ABOVE SINKS AS PER BCA AND AS 3740-2004

SMOKE DETECTORS WIRED TO MAINS WITH BATTERY BACKUP
TO AS 3786

PROPOSED RESIDENCE - LOT 20 GREAT OCEAN ROAD PRINCETOWN

WINDOW	SCHEDULE	LINTEL	SCHEDULE
WINDOW 1 - 1800 W x 1200 H	FIXED	2/90x35 MGP 10	(GABLE END)
SLIDING DOOR - 1810 W x 2100 H	AWNING	120x45 MGP 10	(GABLE END)
WINDOW 2 - 600 W x 1200 H	FIXED	90x45 MGP 10	
WINDOW 3 - 1810 W x 1200 H	AWNING	170x45 MGP 10	
WINDOW 4 - 850 W x 600 H	FIXED	90x45 MGP 10	(GABLE END)
WINDOW 5 - 1510 W x 1200 H	AWNING	2/140x35 MGP 10	
WINDOW 6 - 850 W x 857 H	AWNING	90x45 MGP 10	
WINDOW 7 - 1210 W x 857 H	AWNING	2/90x45 MGP 10	
WINDOW 8 - 1800 W x 1200 H	AWNING	2/140x35 MGP 10	

GLAZING NOTE:

AWNING - DOW-005-01 A MAJOR AWNING
WINDOW DG 3/12/3 U=3.90 SHGC=0.58

FIXED - DOW-015-01 A ALUM FIXED LIGHT
WINDOW DG 4/12/4 U=3.59 SHGC=0.66

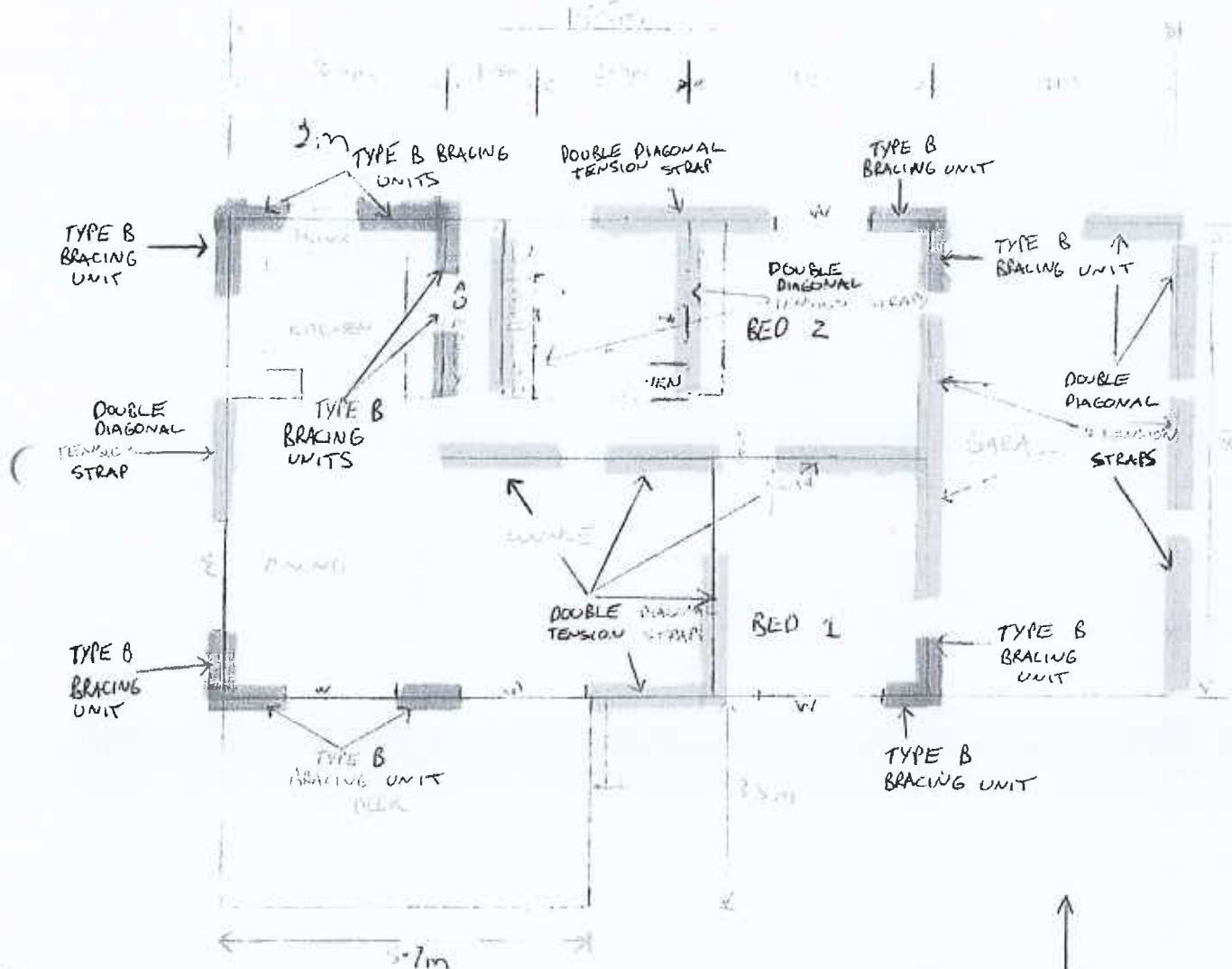
SLIDING DOOR - DOW-007-04 A SLIDING DOOR
DG 4/8/4 U=4.09 SHGC=0.61

WINDOWS TO BE SEALED. PROVIDE FLY SCREENS.



PROPOSED RESIDENCE - LOT 20, GREAT OCEAN RD, PRINCESTOWN

BRACING PLAN



(WIND DIRECTION 1 →)
 AREA OF ELEVATION $12 \times 3 = 36 \text{ m}^2$
 NZ WIND PRESSURE = 0.77 kPa
 $36 \times 0.77 = 27.72 \text{ kN}$

↑ WIND DIRECTION 2
 AREA OF ELEVATION $16 \times 3 = 48 \text{ m}^2$
 NZ WIND PRESSURE = 0.92 kPa
 $48 \times 0.92 = 44.16 \text{ kN}$

LYWOOD RAFT TYPE D = 6 kN/m

DOUBLE DIAGONAL TENSION
 METAL STRAP RAFT = 3 kN/m



PROPOSED RESIDENCE - LOT 20 GREAT OCEAN RD PRINCETOWN

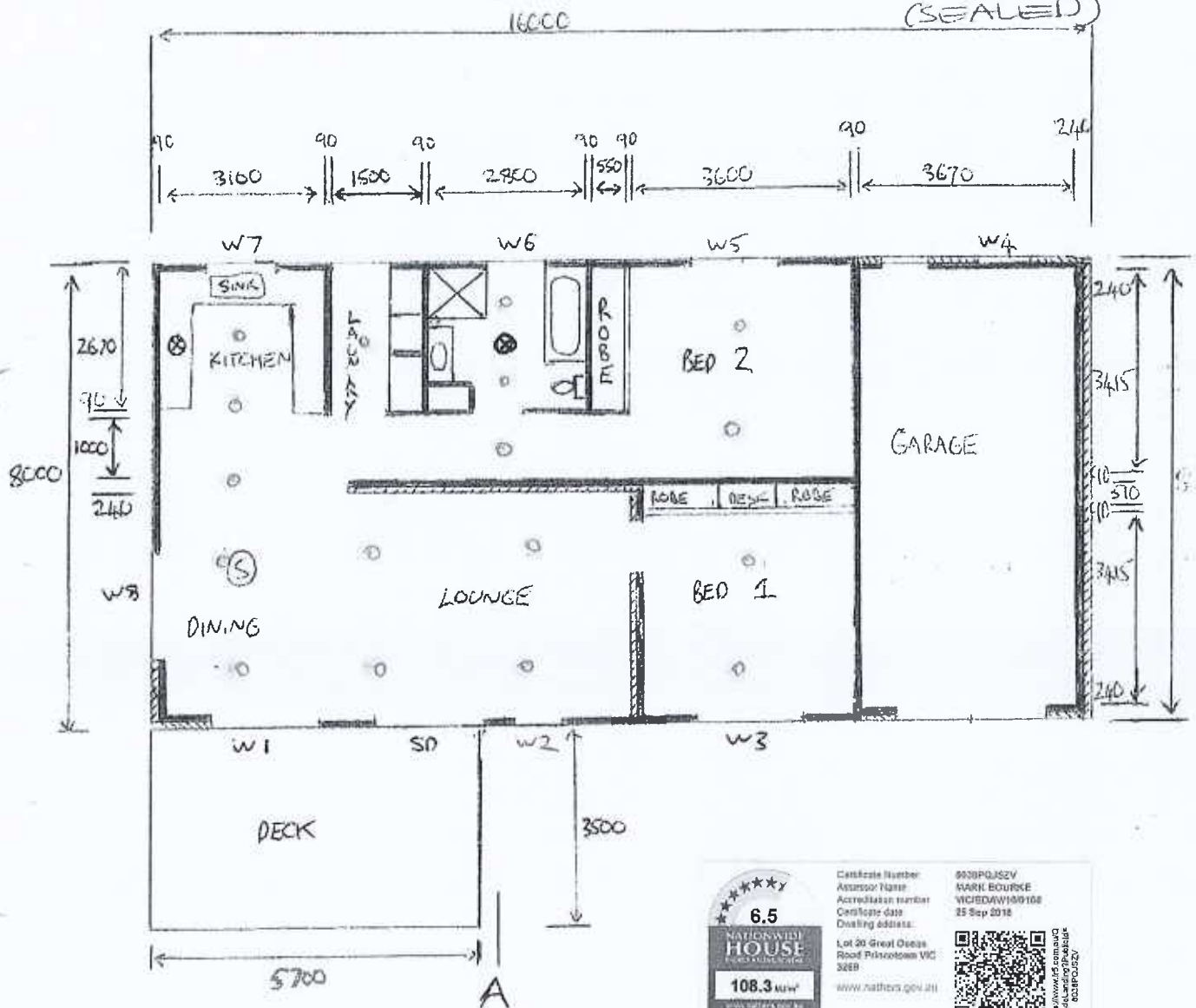
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FLOOR PLAN

SECTION A

ELEC PLAN

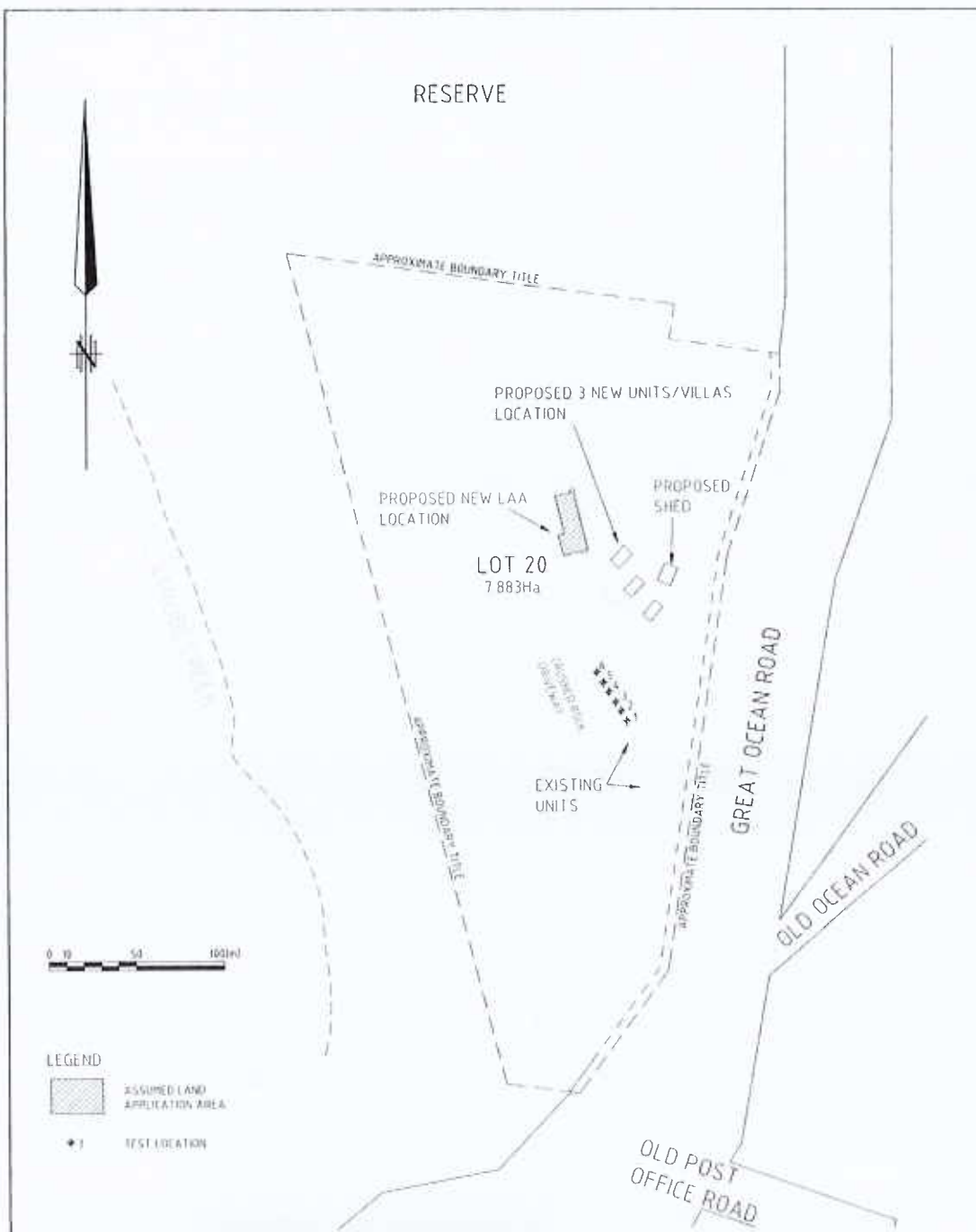
• 17 x LED DOWN LIGHTS (SEALED)



⑤ SMOKE ALARM WIRED TO MAINS WITH BATTERY BACKUP

⊗ MECHANICAL EXHAUST FAN DUCT TO OUTSIDE AIR





SITEC
CONSULTING ENGINEERS

PROJECT

LOT 20, 7914 GREAT OCEAN ROAD
PRINCETON
LOCATION PLAN

100 YORK STREET
WARRIMANBACH NSW 2570
TEL: (02) 9471 1111 FAX: (02) 9471 1112

SIZE
A3

SCALE
1:7000

PROJECT No.

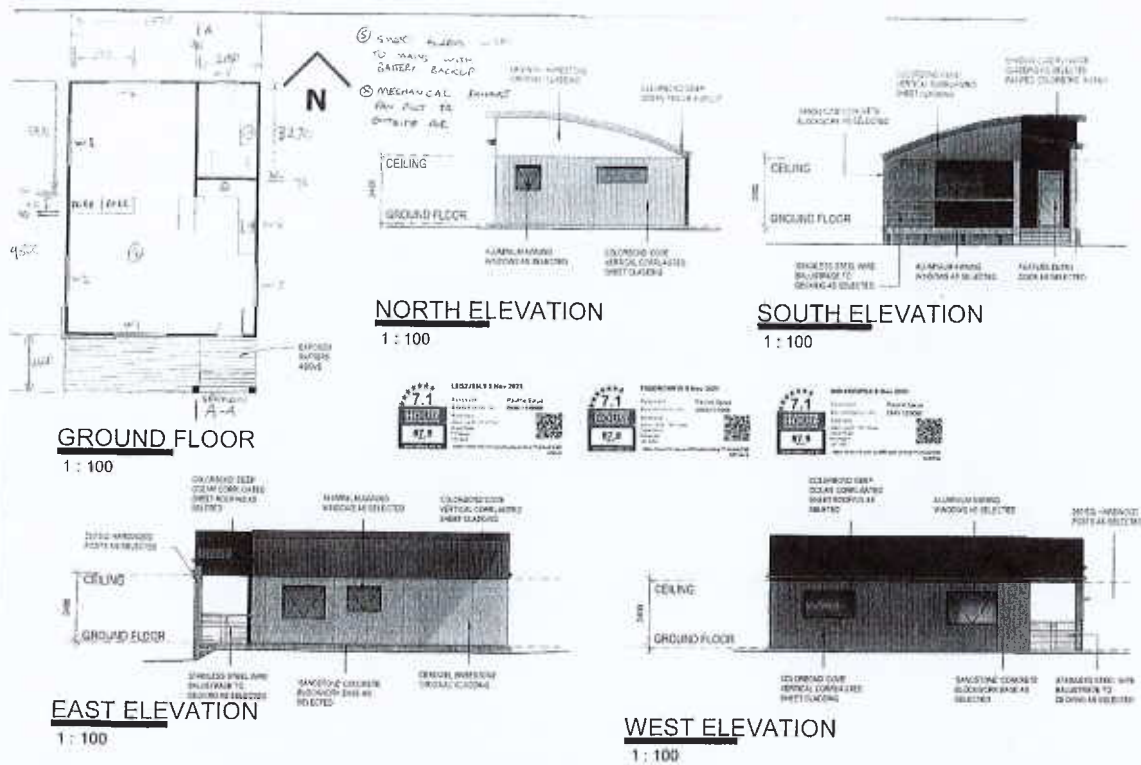
20-298

SHEET No.

1 of 3

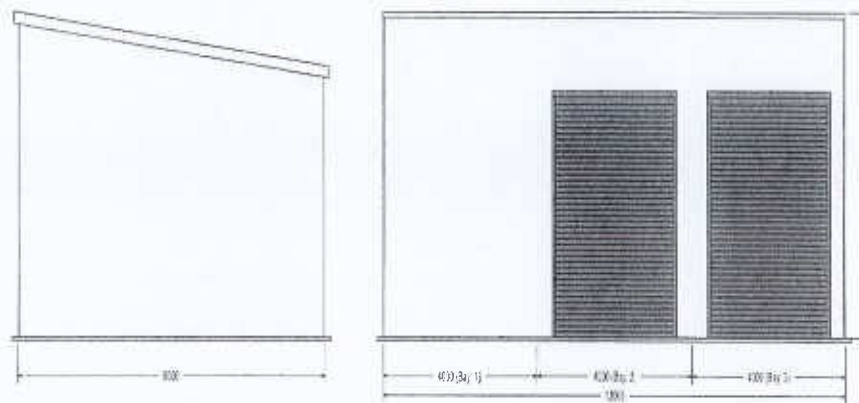
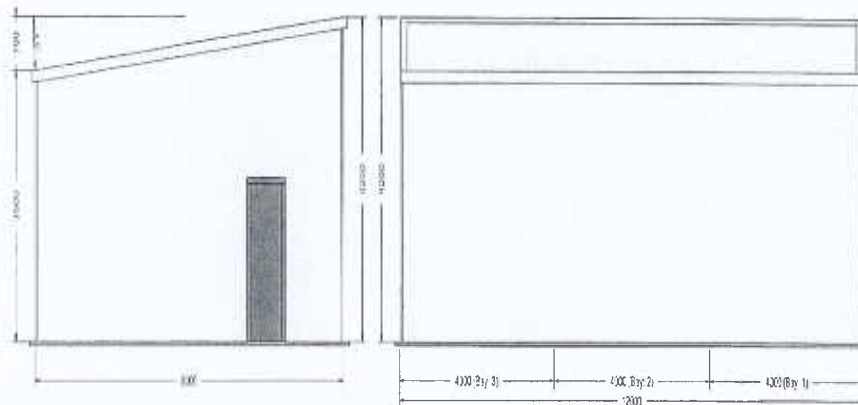
REV

-



Full Colour construction colourbond "Cove"

confirm location of access door on site

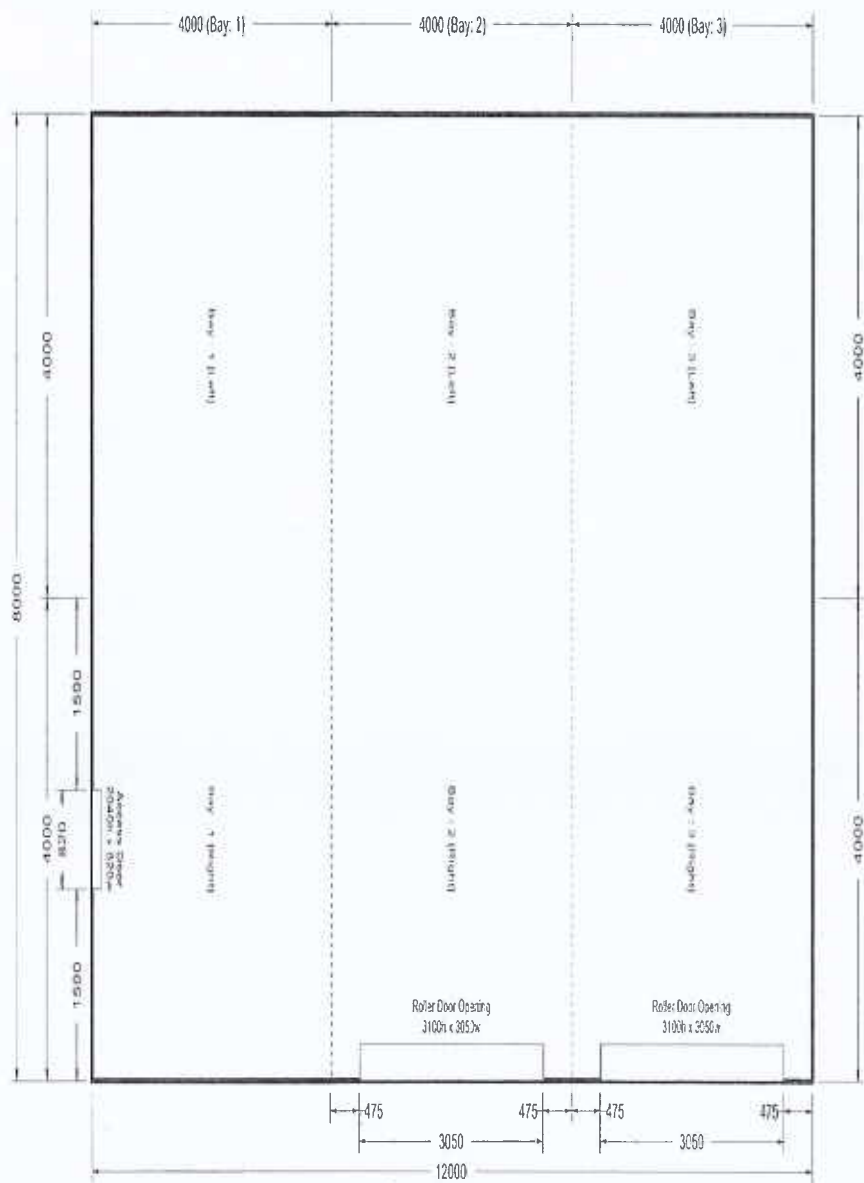


EUREKA
Garages & Sheds

293 Fairbairn rd SUNSHINE WEST VIC 3020
Phone: (03) 9314 1245 | Fax: (03) 9314 6640
Email: sales@eurekagarages.com.au

Customer Name: Oliver Shircore
Site Address: 7914 Great Ocean Rd Princetown Vic 3269
Phone: Mob 0418 596 497
Email: oshircore@hotmail.com

Drawing Title: Elevations
Scale: 1:98.020
Date: 18-11-2021 13:40:02



Plan Elevation



208 Fairbairn rd SUNSHINE WEST VIC 3020
 Phone: (03) 9314 1245 | Fax: (03) 9314 6640
 Email: sales@eurekagarages.com.au

Customer Name:
 Site Address:
 Phone:
 Email:

Drawing Title: Elevations
 Scale: 1:62.865
 Date: 18-11-2021 13:39:46



CORANGAMITE
SHIRE

Form 16
Building Act 1993
Building Regulations 2018 : Regulation 192

OCCUPANCY PERMIT

Property details

7914 Great Ocean Road PRINCETOWN VIC 3269
Lot 20 TP 424791M
Municipal District: Corangamite Shire Council
Property No.: 201794

Building permit details

Council Project ID: BP030867/0
Version of BCA applicable to building permit: 2016

Building details

Building to which permit applies

Permitted Use: Group Accommodation [2 Units]
BCA Class of building: 1a
Storeys contained: 1

Part of building to which permit applies

Permitted use: Entire
BCA Class of building: 1a

Reporting authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting authority	Matter reported on or consented to	Relevant regulation no.
Corangamite Shire Council	Stormwater Point of Discharge	133

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name: Darren Frost
Address: 181 Manifold Street, Camperdown VIC 3260
Email: building@corangamite.vic.gov.au
Building practitioner registration no.: BS-U 39294
Council Name: Corangamite Shire Council
Council Project ID: BP030867/0
Date of issue: 17 December 2019
Date of final inspection: 16 December 2019

Signature: _____

Domestic Building Insurance

Certificate of Insurance

OLIVER SHIRCORE
2 EARLE COURT
WARRNAMBOOL
VIC 3280

Policy Number:
C394883

Policy Inception Date:
09/10/2018

Builder Account Number:
019348

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

Policy Schedule Details

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

At the property: **Unit 1 Plan No TP 424791, Lot 20 Great Ocean Rd PRINCETOWN VIC 3269 Australia**

Carried out by the builder: **OLIVER SHIRCORE**

Builder ABN: **26401586056**

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

For the building owner(s): **OLIVER SHIRCORE**

Pursuant to a domestic building contract dated: **22/10/2018**

For the contract price of: **\$ 143,800.00**

Type of Cover: **Cover is only provided if OLIVER SHIRCORE has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

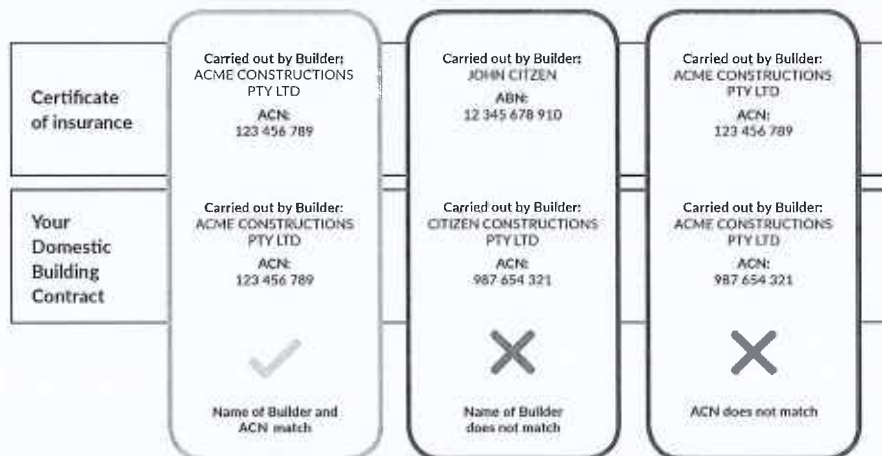
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$505.00
GST:	\$50.50
Stamp Duty:	\$55.55
Total:	\$611.05

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

Below are some example of what to look for



Domestic Building Insurance

Certificate of Insurance

OLIVER SHIRCORE

**2 EARLE COURT
WARRNAMBOOL
VIC 3280**

Policy Number:

C394884

Policy Inception Date:

09/10/2018

Builder Account Number:

019348

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

Policy Schedule Details

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

At the property: **Unit 2 Plan No TP 424791, Lot 20 Great Ocean Rd PRINCETOWN VIC 3269 Australia**

Carried out by the builder: **OLIVER SHIRCORE**

Builder ABN: **26401586056**

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

For the building owner(s): **OLIVER SHIRCORE**

Pursuant to a domestic building contract dated: **22/10/2018**

For the contract price of: **\$ 143,800.00**

Type of Cover: **Cover is only provided if OLIVER SHIRCORE has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

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

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

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

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

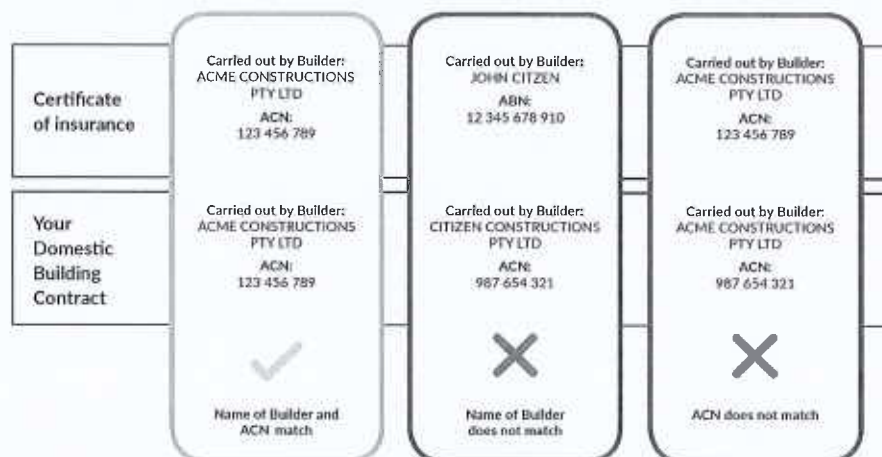
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$505.00
GST:	\$50.50
Stamp Duty:	\$55.55
Total:	\$611.05

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

Below are some example of what to look for



PLANNING PERMIT

Permit No.: PP2021/001
Planning Scheme: Corangamite Planning Scheme
Responsible Authority: Corangamite Shire Council
Prop No.: 201794

Page 1 of 5

ADDRESS OF THE LAND

Land Title: Lot 20 TP 424791M
Land Address: 7914 Great Ocean Road PRINCETOWN VIC 3269

THE PERMIT ALLOWS

Use and Development of Land for Group Accommodation (Three Units) and Construction of an Outbuilding

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

Layout Not Altered

1. The use and development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

Materials and Colours

2. The external finishes of the buildings must be constructed in muted, non-reflective materials and tones which blend in with the landscape of the area to the satisfaction of the Responsible Authority.

Stormwater Drainage

3. All stormwater and surface water discharging from the buildings and works approved by this permit must occur in accordance with the Stormwater Management Plan prepared by SITEC Consulting Engineers (Project Number: 20-298, Date 22 December 2020) or as amended to the satisfaction of the Responsible Authority.

Services

4. Access to the accommodation buildings must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles.
5. The accommodation buildings must be connected to reticulated sewerage if available. If reticulated sewerage is not available, all wastewater from the accommodation buildings must be treated and retained within the lot in accordance with the requirements of the Environment Protection Regulations under the Environment Protection Act 2017 for an on-site wastewater management system.

Note: A permit to Install a Wastewater Management System must be applied for through Council's Environmental Health Unit and the Permit obtained before the new system is installed.

Date Issued 26 October 2021

Signature for the Responsible Authority



PLANNING PERMIT

Permit No.: PP2021/001
Planning Scheme: Corangamite Planning Scheme
Responsible Authority: Corangamite Shire Council
Prop No.: 201794

Page 2 of 5

6. The accommodation buildings must be connected to a reticulated potable water supply or have an alternative potable water supply with adequate storage for domestic use as well as for fire fighting purposes.
7. The accommodation buildings must be connected to a reticulated electricity supply or have an alternative energy source.

Construction Environment Management Plan

8. Before the development starts, a Construction Environment Management Plan (CEMP) must be prepared, to the satisfaction of the Responsible Authority. When approved, the CEMP will be endorsed and will then form part of the permit. The CEMP must address the following issues during the construction period of the development:
 - a) Soil erosion - Soil erosion control measures must be employed throughout the construction stage of the development in accordance with Construction Techniques for Sediment Pollution Control, EPA 1991, to the satisfaction of the responsible authority.
 - b) Construction storage - The storage locations of any materials, equipment, vehicles, machinery, soils and waste products, during the construction stages, must be nominated and marked on a site plan.
 - c) Stormwater/wastewater during construction - Measures must be included to prevent sediment discharge to the wetlands and water during the construction period, including arrangements for disposal of any polluted wastewater.
 - d) Sediment - To avoid damage to the Princetown Wildlife Reserve and LaTrobe Creek and associated wetlands, silt from batters, cut-off drains, and table drains must be retained on site during and after the construction stage of the project. The CEMP should include detail in regard to the following items:
 - i. Establishing workable sediment traps.
 - ii. Table drains and cut-off drains are to be designed and constructed in such a manner to reduce water velocity and subsequent soil erosion.
 - iii. Drains must be constructed without use of "V" cross sections.
 - iv. Topsoil must be spread over batters 70 to 100 millimetres thick. Batters steeper than 3:1 (horizontal:vertical) must be treated in accordance with EPA recommendations detailed in the Construction Techniques for Sediment Pollution Control, EPA 1991.
 - v. After rain the new works or maintenance works must be regularly monitored to determine failure of rehabilitation works. Any evidence of works or maintenance failure must be corrected immediately when ground conditions are suitable to work.
 - vi. Vegetation comprising non-invasive species must be established as soon as practicable upon completion of earthworks.

Date Issued 26 October 2021

Signature for the Responsible Authority

PLANNING PERMIT

Permit No.: PP2021/001
Planning Scheme: Corangamite Planning Scheme
Responsible Authority: Corangamite Shire Council
Prop No.: 201794

Page 3 of 5

- e) No materials, buildings, equipment or vehicles associated with the works are to be stored or parked on the adjoining Princetown Wildlife Reserve and LaTrobe Creek or associated wetlands.
- f) The location of existing native trees, shrubs and grass vegetation in the vicinity of the construction area must be marked with bunting and signage (marked 'No Disturbance Vegetation Protection Zone') for the duration of the construction activities.
- g) There must be no disturbance to the existing native vegetation from any works, including drainage works, storage or materials or machinery, or fence construction.
- h) The 'Vegetation Protection Zone' is to include all the existing native trees, shrubs and grass vegetation on the site, and all ground underneath tree canopies to a distance of 1 metre beyond the vegetation canopy outer edge.
- i) Weed hygiene of vehicles, machinery, materials and persons entering to and from the site, during construction and during the life of the development, must be undertaken according to best practice to ensure weed species are not transmitted to and from the site.
- j) All excess and waste materials, including weeds, must be disposed of correctly to ensure no materials escape into the adjoining Princetown Wildlife Reserve and LaTrobe Creek and associated wetlands.

Landscaping

- 9. Before the use starts, or by such later date as is approved by the Responsible Authority in writing, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.
- 10. The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, including the replacement of any dead, diseased or damaged plants.

Expiry of Permit

- 11. This permit will expire if one of the following circumstances applies:
 - a) The use and 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.

In accordance with section 69 of the Planning and Environment Act 1987, an application may be made to the Responsible Authority to extend the periods referred to in this condition.

Date Issued 26 October 2021

Signature for the Responsible Authority



PLANNING PERMIT

Permit No.:	PP2021/001
Planning Scheme:	Corangamite Planning Scheme
Responsible Authority:	Corangamite Shire Council
Prop No.:	201794

Page 4 of 5

NOTE: Public Health and Wellbeing Act - Prescribed Accommodation Registration

Before the accommodation use can operate, an application must be made to the Corangamite Shire Council Environmental Health Unit for Registration of prescribed accommodation under the provisions of the Public Health and Wellbeing (Prescribed Accommodation) Regulations 2020.

The accommodation must be designed and constructed in accordance with the Public Health and Wellbeing (Prescribed Accommodation) Regulations 2020 and it is recommended that the applicant contact Council's Environmental Health Unit on (03) 5593 7100 to discuss requirements before construction starts.

Date Issued 26 October 2021

Signature for the Responsible Authority



IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

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

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

WHEN DOES A PERMIT BEGIN?

A permit operates:

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

WHEN DOES A PERMIT EXPIRE?

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

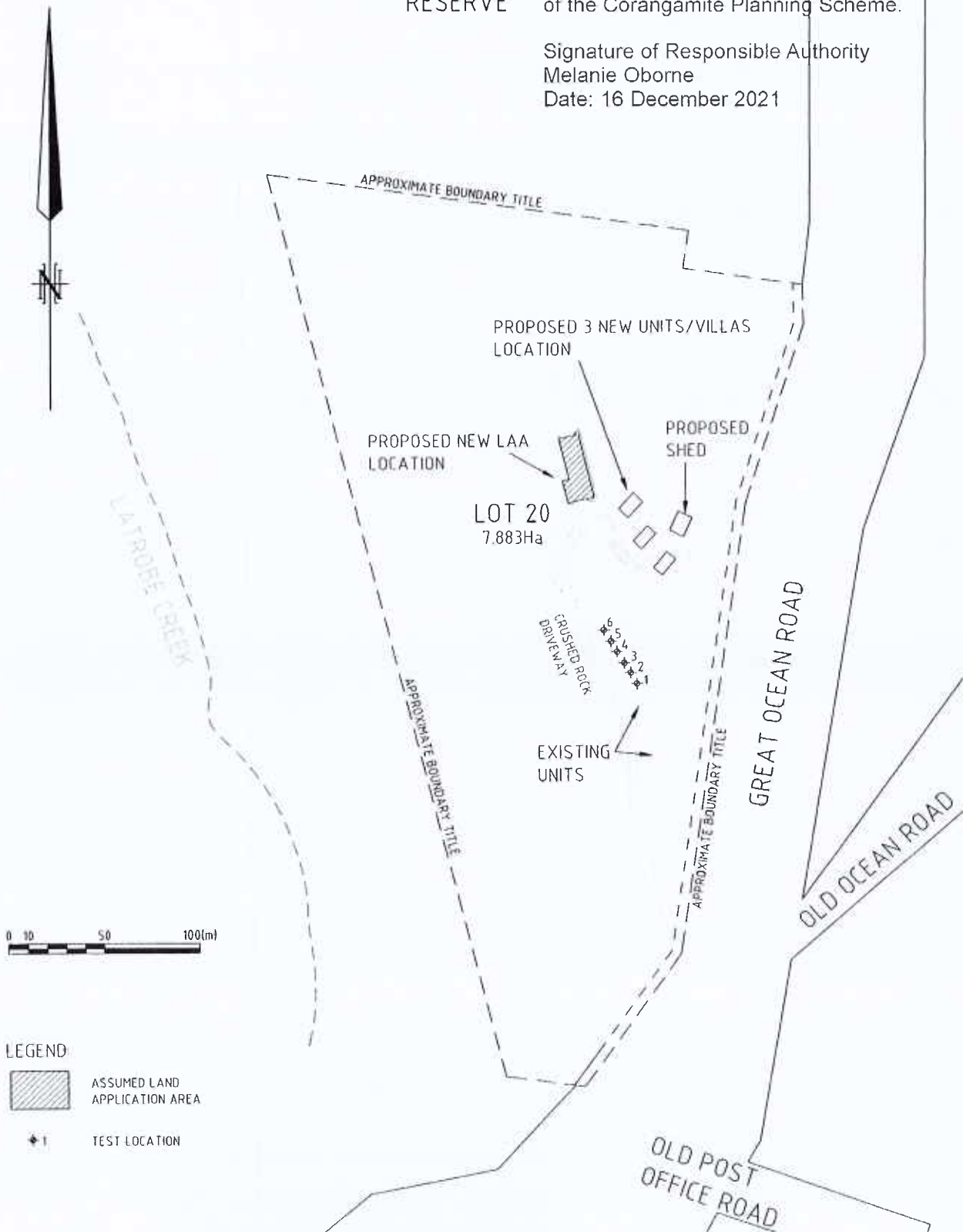
WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, 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.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

CORANGAMITE SHIRE PLANNING SCHEME
This is sheet 1 of 4 of the plans referred to in
Permit No. PP2021/001 granted under the provisions
of the Corangamite Planning Scheme.

RESERVE

Signature of Responsible Authority
Melanie Osborne
Date: 16 December 2021



SITEC
CONSULTING ENGINEERS

PROJECT

LOT 20, 7914 GREAT OCEAN ROAD
PRINCETON
LOCATION PLAN

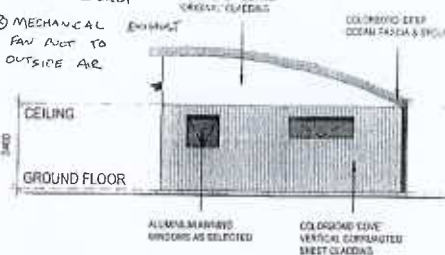
102 FAIRY STREET
WARRNAMBOOL VIC 3280
E: INFO@SITECCON.COM.AU P: (03) 5561 3939

SIZE	SCALE	PROJECT No	SHEET No	REV
A3	12000	20-298	1 OF 3	-

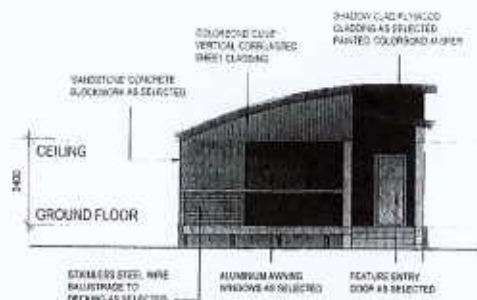


GROUND FLOOR
1 : 100

- ⑤ SMOKE ALARM TO MAINS WITH BATTERY BACKUP
- ⑥ MECHANICAL FAN RIG TO OUTSIDE AIR



NORTH ELEVATION
1 : 100



SOUTH ELEVATION
1 : 100



CORANGAMITE SHIRE PLANNING SCHEME
This is sheet 2 of 4 of the plans referred to in Permit No. PP2021/001 granted under the provisions of the Corangamite Planning Scheme.

Signature of Responsible Authority
Melanie Osborne
Date: 16 December 2021



EAST ELEVATION
1 : 100



WEST ELEVATION
1 : 100

20-074 O. SHIRCORE LOT 20 GREAT OCEAN ROAD, PRINCETOWN

23 BANYAN STREET, WARRNAMBOOL T:03 5562 6372 F:03 5561 1577 Email: MARK@MERRIDESIGNS.COM.AU Registration No. DP-AD463

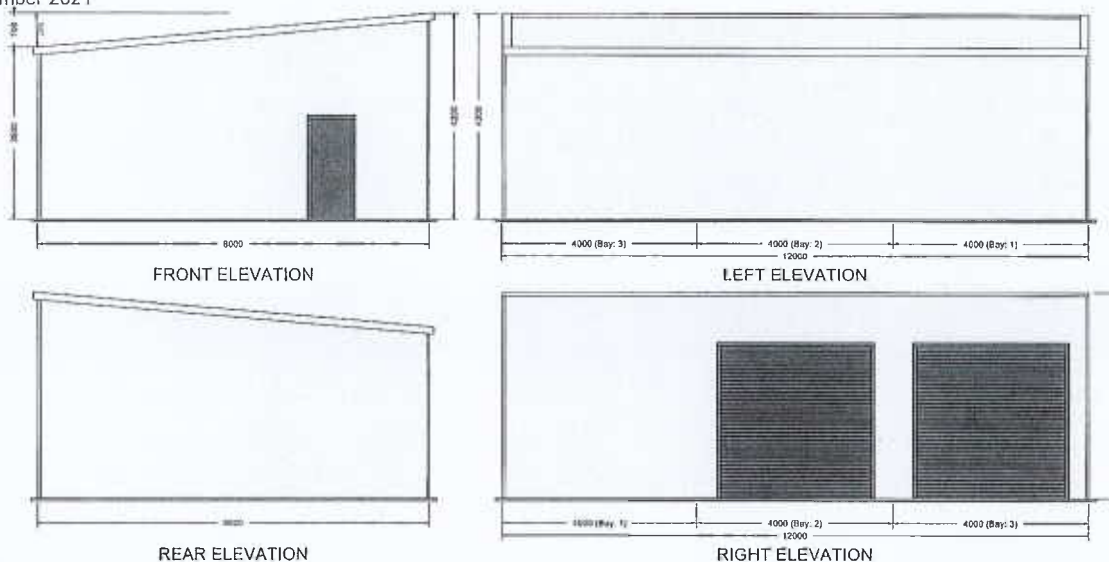


CORANGAMITE SHIRE PLANNING SCHEME

This is sheet 3 of 4 of the plans referred to in Permit No. PP2021/001 granted under the provisions of the Corangamite Planning Scheme.

Signature of Responsible Authority
Melanie Osborne
Date: 16 December 2021

Full Colour construction colourbond "Cove"
confirm location of access door on site



EUREKA
Garages & Sheds

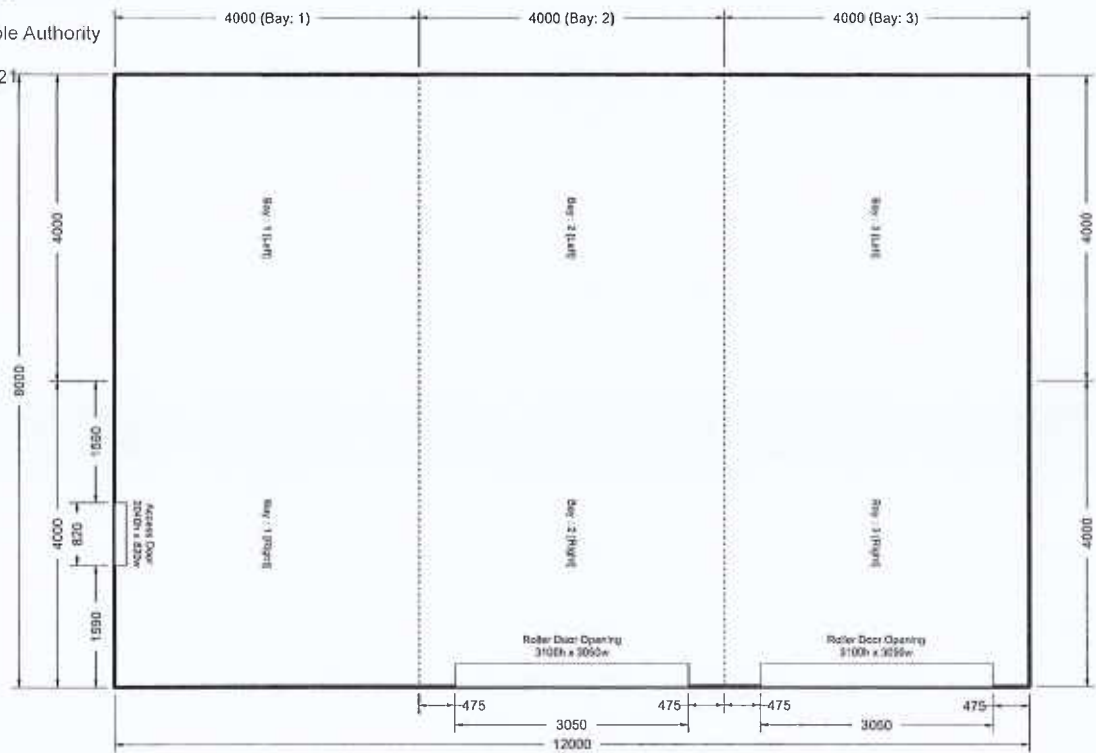
208 Fairbairn rd SUNSHINE WEST VIC 3020
Phone: (03) 9314 1245 | Fax: (03) 9314 6640
Email: sales@eurekagarages.com.au

Customer Name: Oliver Shircore
Site Address: 7914 Great Ocean Rd Princetown Vic 3269
Phone: Mob 0418 596 497
Email: oshircore@hotmail.com

Drawing Title: Elevations
Scale: 1:50.000
Date: 18-11-2021 13:40:02

CORANGAMITE SHIRE PLANNING SCHEME
This is sheet 4 of 4 of the plans referred to in
Permit No. PP2021/001 granted under the provisions
of the Corangamite Planning Scheme.

Signature of Responsible Authority
Melanie Osborne
Date: 16 December 2021



208 Fairbairn rd SUNSHINE WEST VIC 3020
Phone: (03) 9314 1245 | Fax: (03) 9314 6640
Email: sales@eurekagarages.com.au

Customer Name:
Site Address:
Phone:
Email:

Drawing Title: Elevations
Scale: 1:62.855
Date: 18-11-2021 13:38:08

15 December 2021

OBJ Shircore
2 Earle Court
WARRNAMBOOL VIC 3280

email: oshircore@hotmail.com

Dear Sir/Madam

Building Permit No: 9436491802633
Council Project ID: BP031587
Works: Construction of Group Accommodation (3 Units) and Shed
Location: 7914 Great Ocean Road PRINCETOWN VIC 3269

Please find enclosed attached copies of the building permit, conditions of approval and plans for the above project.

The permit is a legal document and it is your responsibility to ensure all conditions attached to the permit are complied with, and that each mandatory building inspection has been completed.

Works must not continue until each inspection has been approved. For this project the following mandatory inspections are required at the stages shown below:

1. Footings 2. Frame 3. Final

A minimum of 24 hours notification (ph. 5593 7100) is required for inspections, and an extra fee of \$265.00 may be charged for incomplete works, failure to cancel if the inspection is not required, access to the site /premise is not available, and where re-inspections are necessary.

The above fee may also be required for additional inspections for staged projects, for example, concrete slabs/footings that are to be poured on separate days, and therefore requiring separate inspections. Please discuss this with the Building Surveyor if necessary.

If you are unable to comply with the commencement and completion dates, you are urged to request an extension of time prior to the expiry date.

At the completion of the project and before the building is occupied or used, you will be required to submit the following information/certificates if required:

- Certificates of Compliance supporting the application for Occupancy Permit ie. electrical, plumbing, etc.



CORANGAMITE
SHIRE

An **Occupancy Permit** cannot be issued unless the correct, signed and dated documentation is submitted to Council. These certificates are evidence that competent and registered tradespeople are providing guarantee or the appropriate warrantee for their work. In most cases, insurance policies and any liability period commences from the date on the occupancy permit and/or the certificate of final inspection.

Should you have any queries please do not hesitate to contact me on 03 5593 7100 or email building@corangamite.vic.gov.au.

Yours faithfully

Darren Frost
Municipal Building Surveyor

BUILDING PERMIT

Issued to

Owner: Oliver Shircore
Postal address: 2 Earle Court WARRNAMBOOL VIC 3280
Email: oshircore@hotmail.com
Address for serving or giving of documents: 2 Earle Court WARRNAMBOOL VIC 3280
Contact person: Oliver Shircore
Telephone: 0418 596 497

Property Details

Property Address: 7914 Great Ocean Road PRINCETOWN VIC 3269
Title Details: Lot 20 TP 424791M
Municipal district: Corangamite Shire
Property No.: 201794

Builder Owner-Builder

Building practitioner or architect engaged to prepare documents for this permit

<i>Merri Designs</i>	<i>Architect/Draftsperson</i>	<i>DP-AD463</i>
<i>John Mewett</i>	<i>Civil Engineer</i>	<i>PE0003132</i>

Details of domestic building work insurance

Name of builder:
Name of issuer or provider: VMIA
Policy number: C658755 / C658756 / C658757 / C659054
Policy cover: \$280,000.00

Details of relevant planning permit

Planning permit no.: PP2021/001 Date of grant of planning permit: 26 October 2021

Nature of building work

Construction of Construction of Group Accommodation (3 Units) and Shed
Version of BCA applicable to permit: 2019
Cost of building work \$320,000.00
Total floor area of new building work: 282.00m²

Building Classification

Part of building	BCA Classification:
Entire Units & Entire Shed	1b 10a

BUILDING PERMIT

Prescribed reporting authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Regulation no.
Corangamite Shire Council	Stormwater point of discharge	133

Protection work

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

Inspection requirements

The mandatory notification stages are: 1. Footings 2. Frame 3. Final

Occupation or use of building

An occupancy permit is required prior to the occupation or use of this building.

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

Commencement and completion

This building work must commence by **15 December 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 work must be completed by **15 December 2024**.

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

Conditions

This permit is subject to the following conditions:

1. All building works are to be installed in compliance with the Building Act 1993, Building Regulations 2018 and BCA Volumes 1 and 2 and associated Australian Standards, as applicable.
2. It is the builder's responsibility to ensure that building inspections are carried out at each mandatory inspection stage as noted on the Building Permit i.e. footings, frame, final etc.
A minimum of 24 hours notification is required prior to ALL inspections. Phone Corangamite Shire Building Department on 5593 7100.
3. Building work must comply with the approved drawings and conditions thereon, including any amendments.
4. Occupation or use of the building is not to occur until a final inspection is conducted and approved.
5. Stormwater must be retained on site or directed to the legal point of discharge.



BUILDING PERMIT

6. A copy of the compliance certificate pursuant to 221ZH (Plumbing Certificate) of the Building Act 1993 for plumbing work, including the installation of roof sheeting, to be submitted prior to the building being occupied and the issue of the Certificate of Final Inspection or Occupancy Permit.
7. Safety mesh to be installed to the underside of all roof lights where the height above finished floor level is greater than three metres in accordance with AS1562.3-2006 and BCA Volume 2 Part 3.5.1.
8. In accordance with Regulation 41 of the Building Regulations 2018, the person in charge of carrying out building work on an allotment must ensure that a copy of the permit, plans and specifications are available for inspection on site. An inspection may be conducted by the Relevant Building Surveyor (RBS) or by a representative of the Victorian Building Authority (VBA). There must also be reasonable steps taken during construction to ensure that the registration numbers and contact details of the builder and building surveyor are displayed, along with permit details and date of issue of the permit.

Relevant building surveyor

Name:	Darren Frost
Address:	181 Manifold Street, Camperdown VIC 3260
Email:	building@corangamite.vic.gov.au
Building practitioner registration no.:	BS-U 39294
Council Name:	Corangamite Shire Council
Building Permit Number (BPN):	9436491802633
Council Project ID:	BP031587/0
Date of issue of permit:	15 December 2021

Signature: _____

Nationwide House Energy Rating Scheme

NatHERS Certificate No. L8152J85L9

Generated on 9 Nov 2021 using FirstRate5: 5.3.1a (3.21)

Property

Address Villa 1, Lot 20, 7914 Great Ocean Road, Princetown, VIC, 3269

Lot/DP -

NCC Class* Class 1a

Type New Home

CORANGAMITE SHIRE
BUILDING PERMIT GRANTED
Building Permit No. 943649180263
Council Project ID. BP031587
Date: 15/12/2021
Building Surveyor: Darren Frost

Plans

Main plan November 2020

Prepared by Merri Designs



Construction and environment

Assessed floor area (m²)*	Exposure type
Conditioned*	47.2 open
Unconditioned*	6.7 NatHERS climate zone
Total	53.9 64 Cape Otway
Garage	-

Thermal performance

Heating	Cooling
79.9	8
MJ/m²	MJ/m²



Accredited assessor

Name	Pauline Sarpa
Business name	Catania Designs Pty. Ltd.
Email	p.catania86@gmail.com
Phone	0403953649
Accreditation No.	DMN/10/0066
Assessor Accrediting Organisation	Design Matters National
Declaration of interest	Declaration completed: no conflicts

About the rating

NatHERS software models the expected thermal energy loads using information about the design and construction, climate and common patterns of household use. The software does not take into account appliances, apart from the airflow impacts from ceiling fans.

Verification

To verify this certificate, scan the QR code or visit <https://www.fr5.com.au/QRCodeLanding?PublicId=L8152J85L9> When using either link, ensure you are visiting www.FR5.com.au.



National Construction Code (NCC) requirements

The NCC's requirements for NatHERS-rated houses are detailed in 3.12.0(a)(i) and 3.12.5 of the NCC Volume Two. For apartments the requirements are detailed in J0.2 and J5 to J8 of the NCC Volume One.

In NCC 2019, these requirements include minimum star ratings and separate heating and cooling load limits that need to be met by buildings and apartments through the NatHERS assessment. Requirements additional to the NatHERS assessment that must also be satisfied include, but are not limited to: insulation installation methods, thermal breaks, building sealing, water heating and pumping, and artificial lighting requirements. The NCC and NatHERS Heating and Cooling Load Limits (Australian Building Codes Board Standard) are available at www.abcb.gov.au.

State and territory variations and additions to the NCC may also apply.

* Refer to glossary.



Certificate Check

Ensure the dwelling is designed and then built as per the NatHERS Certificate. While you need to check the accuracy of the whole Certificate, the following spot check covers some important items impacting the dwelling's rating.

Genuine certificate

Does this Certificate match the one available at the web address or QR code in the verification box on the front page?
Does the set of NatHERS-stamped plans for the dwelling have a Certificate number on the stamp that matches this Certificate?

Ceiling penetrations*

Does the 'number' and 'type' of ceiling penetrations (e.g. downlights, exhaust fans, etc) shown on the stamped plans or installed, match what is shown in this Certificate?

Windows

Does the installed window meet the substitution tolerances (SHGC and U-value) and window type, of the window shown on this Certificate?

Apartment entrance doors

Does the 'External Door Schedule' show apartment entrance doors? Please note that an "external door" between the modelled dwelling and a shared space, such as an enclosed corridor or foyer, should not be included in the assessment (because it overstates the possible ventilation) and would invalidate the Certificate.

Exposure*

Has the appropriate exposure level (terrain) been applied? For example, it is unlikely that a ground-floor apartment is "exposed" or a top floor high-rise apartment is "protected".

Provisional* values

Have provisional values been used in the assessment and, if so, noted in "additional notes" below?

Additional Notes

CORANGAMITE SHIRE
BUILDING PERMIT GRANTED
Building Permit No. 9436491802633
Council Project ID. BP031587
Date: 15/12/2021
Building Surveyor: Darren Frost

Window and glazed door *type and performance*

Default* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
TIM-001-01 W	Timber A SG Clear	5.4	0.56	0.53	0.59

Custom* windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
DOW-005-01 A	Manor Awning Window DG 3/12/3	3.9	0.58	0.55	0.61

Window and glazed door *Schedule*

Location	Window ID	Window no.	Height (mm)	Width (mm)	Window type	Opening %	Orientation	Window shading device*
Bathroom	DOW-005-01 A	W5	700	700	awning	90.0	N	No
Kitchen/Living	DOW-005-01 A	W2	1200	1800	awning	90.0	W	No
Kitchen/Living	DOW-005-01 A	W1	1200	1800	awning	90.0	S	No
Kitchen/Living	TIM-001-01 W	Entry Door	2100	820	other	90.0	S	No
Kitchen/Living	DOW-005-01 A	W6	700	1200	awning	90.0	E	No

* Refer to glossary.



Kitchen/Living	DOW-005-01 A	W7	1000	1500	awning	90.0	E	No
Bedroom	DOW-005-01 A	W3	1200	1800	awning	90.0	W	No
Bedroom	DOW-005-01 A	W4	500	1200	awning	90.0	N	No

Roof window type and performance

Default* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Custom* roof windows

Window ID	Window description	Maximum U-value*	SHGC*	Substitution tolerance ranges	
				SHGC lower limit	SHGC upper limit
No Data Available					

Roof window schedule

Location	Window ID	Window no.	Opening %	Area (m²)	Orientation	Outdoor shade	Indoor shade
No Data Available							

Skylight type and performance

Skylight ID	Skylight description
No Data Available	

Skylight schedule

Location	Skylight ID	Skylight No.	Skylight shaft length (mm)	Area (m²)	Orientation	Outdoor shade	Diffuser	Skylight shaft reflectance
No Data Available								

External door schedule

Location	Height (mm)	Width (mm)	Opening %	Orientation
No Data Available				

External wall type

Wall ID	Wall type	Solar absorptance	Wall shade (colour)	Bulk insulation (R-value)	Reflective wall wrap*
1	FR5 - Metal Clad Framed	0.5	Medium	Glass fibre batt: R2.5 (R2.5); Polystyrene expanded (k = 0.039) (R2.2)	No
2	FR5 - Brick Veneer	0.5	Medium	Glass fibre batt: R2.5 (R2.5); Polystyrene expanded (k = 0.039) (R2.2)	No
3	FR5 - Weatherboard	0.5	Medium	Glass fibre batt: R2.5 (R2.5); Polystyrene expanded (k = 0.039) (R2.2)	No

* Refer to glossary.



4 FR5 - Fibro Clad Framed

CORANGAMITE SHIRE
BUILDING PERMIT GRANTED
Building Permit No. 9436491802633
Council Project ID. BP031587
Date: 15/12/2021
Building Surveyor: Darren Frost

Glass fibre batt: R2.5
(R2.5); Polystyrene expanded No
(k = 0.039) (R2.2)

External wall *schedule*

Location	Wall ID	Height (mm)	Width (mm)	Orientation	Horizontal shading feature* maximum projection (mm)	Vertical shading feature (yes/no)
Bathroom	1	2400	3229	E	0	No
Bathroom	1	2400	2062	N	0	No
Kitchen/Living	1	2400	3261	W	0	No
Kitchen/Living	2	2400	909	W	0	No
Kitchen/Living	2	2400	1551	S	1787	No
Kitchen/Living	3	2400	3050	S	1925	No
Kitchen/Living	3	2400	1880	S	1897	No
Kitchen/Living	4	2400	5286	E	0	No
Bedroom	1	2400	4307	W	0	No
Bedroom	1	2400	4171	N	0	No

Internal wall *type*

Wall ID	Wall type	Area (m²)	Bulk insulation
1	FR5 - Internal Plasterboard Stud Wall	24.9	

Floor *type*

Location	Construction	Area (m²)	Sub-floor ventilation	Added insulation (R-value)	Covering
Bathroom	FR5 - CSOG: Slab on Ground	6.7	Enclosed	R0.0	Tiles
Kitchen/Living	FR5 - CSOG: Slab on Ground	29.2	Enclosed	R0.0	Timber
Bedroom	FR5 - CSOG: Slab on Ground	18	Enclosed	R0.0	Timber

Ceiling *type*

Location	Construction material/type	Bulk insulation R-value (may include edge batt values)	Reflective wrap*
Bathroom	Plasterboard	R7.0	No
Kitchen/Living	Plasterboard	R7.0	No
Bedroom	Plasterboard	R7.0	No

Ceiling *penetrations**

Location	Quantity	Type	Diameter (mm)	Sealed/unsealed
Bathroom	1	Downlights	50	Sealed
Bathroom	1	Exhaust Fans	250	Sealed
Kitchen/Living	4	Downlights	50	Sealed
Kitchen/Living	1	Exhaust Fans	250	Sealed
Bedroom	2	Downlights	50	Sealed

* Refer to glossary.

**Ceiling fans**

Location	Quantity	Diameter (mm)
No Data Available		

Roof type

Construction	Added insulation (R-value)	Solar absorptance	Roof shade
Cont:Attic-Continuous	0.0	0.7	Dark

CORANGAMITE SHIRE
BUILDING PERMIT GRANTED
Building Permit No. 9436491802633
Council Project ID. BP031587
Date: 15/12/2021
Building Surveyor: Darren Frost



Explanatory Notes

About this report

A NatHERS rating is a comprehensive, dynamic computer modelling evaluation of a home, using the floorplans, elevations and specifications to estimate an energy load. It addresses the building layout, orientation and fabric (i.e. walls, windows, floors, roofs and ceilings), but does not cover the water or energy use of appliances or energy production of solar panels.

Ratings are based on a unique climate zone where the home is located and are generated using standard assumptions, including occupancy patterns and thermostat settings. The actual energy consumption of a home may vary significantly from the predicted energy load, as the assumptions used in the rating will not match actual usage patterns. For example, the number of occupants and personal heating or cooling preferences will vary.

While the figures are an indicative guide to energy use, they can be used as a reliable guide for comparing different dwelling designs and to demonstrate that the design meets the energy efficiency requirements in the National Construction Code. Homes that are energy efficient use less energy, are warmer on cool days, cooler on hot days and cost less to run. The higher the star rating the more thermally efficient the dwelling is.

Accredited assessors

To ensure the NatHERS Certificate is of a high quality, always use an accredited or licenced assessor. NatHERS accredited assessors are members of a professional body called an Assessor Accrediting Organisation (AAO).

Australian Capital Territory (ACT) licensed assessors may only produce assessments for regulatory purposes using software for which they have a licence endorsement. Licence endorsements can be confirmed on the ACT licensing register

AAOs have specific quality assurance processes in place, and continuing professional development requirements, to maintain a high and consistent standard of assessments across the country. Non-accredited assessors do not have this level of quality assurance or any ongoing training requirements.

Any questions or concerns about this report should be directed to the assessor in the first instance. If the assessor is unable to address these questions or concerns, the AAO specified on the front of this certificate should be contacted.

Disclaimer

The format of the NatHERS Certificate was developed by the NatHERS Administrator. However the content of each individual certificate is entered and created by the assessor to create a NatHERS Certificate. It is the responsibility of the assessor who prepared this certificate to use NatHERS accredited software correctly and follow the NatHERS Technical Notes to produce a NatHERS Certificate.

The predicted annual energy load in this NatHERS Certificate is an estimate based on an assessment of the building by the assessor. It is not a prediction of actual energy use, but may be used to compare how other buildings are likely to perform when used in a similar way. Information presented in this report relies on a range of standard assumptions (both embedded in NatHERS accredited software and made by the assessor who prepared this report), including assumptions about occupancy, indoor air temperature and local climate.

Not all assumptions that may have been made by the assessor while using the NatHERS accredited software tool are presented in this report and further details or data files may be available from the assessor.

Glossary

Annual energy load	the predicted amount of energy required for heating and cooling, based on standard occupancy assumptions.
Assessed floor area	the floor area modelled in the software for the purpose of the NatHERS assessment. Note, this may not be consistent with the floor area in the design documents.
Ceiling penetrations	features that require a penetration to the ceiling, including downlights, vents, exhaust fans, rangehoods, chimneys and flues. Excludes fixtures attached to the ceiling with small holes through the ceiling for wiring, e.g. ceiling fans; pendant lights, and heating and cooling ducts.
Conditioned	a zone within a dwelling that is expected to require heating and cooling based on standard occupancy assumptions. In some circumstances it will include garages.
Custom windows	windows listed in NatHERS software that are available on the market in Australia and have a WERS (Window Energy Rating Scheme) rating.
Default windows	windows that are representative of a specific type of window product and whose properties have been derived by statistical methods.
Entrance door	these signify ventilation benefits in the modelling software and must not be modelled as a door when opening to a minimally ventilated corridor in a Class 2 building.
Exposure category - exposed	terrain with no obstructions e.g. flat grazing land, ocean-frontage, desert, exposed high-rise unit (usually above 10 floors)
Exposure category - open	terrain with few obstructions at a similar height e.g. grasslands with few well scattered obstructions below 10m, farmland with scattered sheds, lightly vegetated bush blocks, elevated units (e.g. above 3 floors).
Exposure category - suburban	terrain with numerous, closely spaced obstructions below 10m e.g. suburban housing, heavily vegetated bushland areas.
Exposure category - protected	terrain with numerous, closely spaced obstructions over 10 m e.g. city and industrial areas.
Horizontal shading feature	provides shading to the building in the horizontal plane, e.g. eaves, verandahs, pergolas, carports, or overhangs or balconies from upper levels.

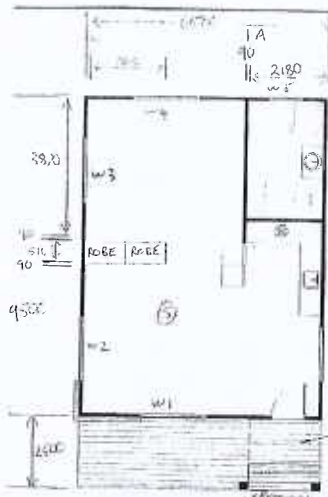
* Refer to glossary.

CORANGAMITE SHIRE
 BUILDING PERMIT GRANTED
 Building Permit No. 9436491802633
 Council Project ID. BP031587
 Date: 15/12/2021
 Building Surveyor: Darren Frost



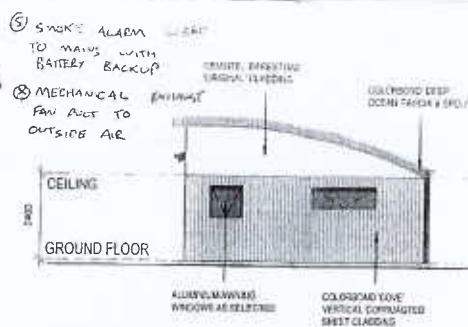
National Construction Code (NCC) Class	the NCC groups buildings by their function and use, and assigns a classification code. NatHERS software models NCC Class 1, 2 or 4 buildings and attached Class 10a buildings. Definitions can be found at www.abcb.gov.au .
Opening Percentage	the openability percentage or operable (moveable) area of doors or windows that is used in ventilation calculations.
Provisional value	an assumed value that does not represent an actual value. For example, if the wall colour is unspecified in the documentation, a provisional value of 'medium' must be modelled. Acceptable provisional values are outlined in the NatHERS Technical Note and can be found at www.nathers.gov.au
Reflective wrap (also known as foil)	can be applied to walls, roofs and ceilings. When combined with an appropriate airgap and emissivity value, it provides insulative properties.
Roof window	for NatHERS this is typically an operable window (i.e. can be opened), will have a plaster or similar light well if there is an attic space, and generally does not have a diffuser.
Shading device	a device fixed to windows that provides shading e.g. window awnings or screens but excludes eaves.
Shading features	includes neighbouring buildings, fences, and wing walls, but excludes eaves.
Solar heat gain coefficient (SHGC)	the fraction of incident solar radiation admitted through a window, both directly transmitted as well as absorbed and subsequently released inward. SHGC is expressed as a number between 0 and 1. The lower a window's SHGC, the less solar heat it transmits.
Skylight (also known as roof lights)	for NatHERS this is typically a moulded unit with flexible reflective tubing (light well) and a diffuser at ceiling level.
U-value	the rate of heat transfer through a window. The lower the U-value, the better the insulating ability.
Unconditioned	a zone within a dwelling that is assumed to not require heating and cooling based on standard occupancy assumptions.
Vertical shading features	provides shading to the building in the vertical plane and can be parallel or perpendicular to the subject wall/window. Includes privacy screens, other walls in the building (wing walls), fences, other buildings, vegetation (protected or listed heritage trees).

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GROUND FLOOR

1 : 100



NORTH ELEVATION

1 : 100



SOUTH ELEVATION

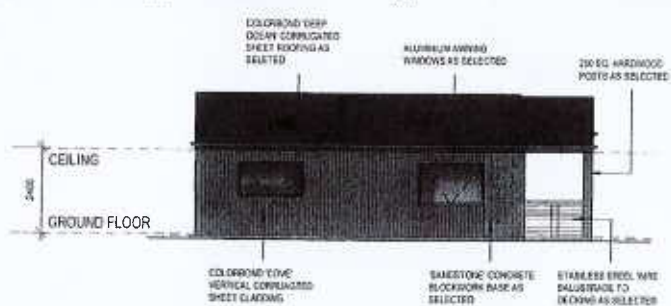
1 : 100

CORANGAMITE SHIRE
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EAST ELEVATION

1 : 100



WEST ELEVATION

1 : 100

20-074 O. SHIRCORE LOT 20 GREAT OCEAN ROAD, PRINCETOWN

23 BANYAN STREET, WARRNAMBOOL. T:03 5562 6372 F:03 5561 1577 Email: mark@merridesigns.com.au Registration No. DP-AD463



MERRIdesigns

SITE CLASSIFICATION
P
RANGE 10-100
RANGE 10-100

RESIDENTIAL WMR CLASSIFICATION
N2
RANGE 10-100
RANGE 10-100

BUSHFIRE ATTACK LEVEL
12.5
RANGE 10-100
RANGE 10-100

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HOUSE
7.1
87.9
NANAKERRICK 9 NOV 2021
NANAKERRICK 9 NOV 2021
NANAKERRICK 9 NOV 2021
NANAKERRICK 9 NOV 2021

HOUSE
7.1
87.9
FIDON/WHITS 9 NOV 2021
FIDON/WHITS 9 NOV 2021
FIDON/WHITS 9 NOV 2021
FIDON/WHITS 9 NOV 2021

HOUSE
7.1
87.9
LEBESSEL 9 NOV 2021
LEBESSEL 9 NOV 2021
LEBESSEL 9 NOV 2021
LEBESSEL 9 NOV 2021

LEGEND
EXISTING UNIT LOCATION
PROPOSED UNIT LOCATION
PROPOSED CHED LOCATION
LOW PORT AND WIRE FENCE
EXISTING ROAD DRIVEWAY
EXISTING TRUCK
GATE
EXHAUST

NOTES
LEVELS ARE TO AUSTRALIAN HEIGHT DATUM
DATUM LA TROBE PM 31.4.1971
CONTOUR INTERVAL 0.5m
THIS IS A SURVEY PLAN OF EXISTING GROUND
SURFACE FEATURES AND LEVELS. IT IS NOT A
TITLE ESTABLISHMENT SURVEY.
BUSHFIRE ATTACK LEVEL IS NOT BEING USED TO
PROVIDE ADVICE ON SITE'S BUSHFIRE
RISK.

PLEASE NOTE THAT THIS FEATURE AND LEVEL SURVEY
WAS COMPLETED PRIOR TO THE COMPLETION OF SUBSTANTIAL
SITE WORKS. THE ACCURACY OF LEVEL AND LOCATION OF THE
THE FINISH SURFACE AND ASSOCIATED FEATURES, IS THEREFORE
NOT GUARANTEED, AND SHOULD BE CONFIRMED ON-SITE PRIOR TO
ADOPTION FOR PLANNING, DESIGN OR CONSTRUCTION PURPOSES



SCALE
1:500
METRES

PROJECT
LOT 20, 7914 GREAT OCEAN ROAD
PRINCETOWN
FEATURE & LEVEL SURVEY

SUB A1
SCALE 1:500
PROJECT 18-0554
SHEET 1 OF 2

- RETURN ONE BEDROOM AREA
- 7914, LOT 20 COAST CREEK ROAD, MURUMBidgee 3229

WINDOW SCHEDULE LINTEL SCHEDULE

WINDOW 1 - 1800 W x 1200 H 2/140 x 45 MGP 10

WINDOW 2 - 1800 W x 1200 H 2/140 x 45 MGP 10

WINDOW 3 - 1800 W x 1200 H 2/140 x 45 MGP 10

WINDOW 4 - 1200 W x 500 H 140 x 45 MGP 10

WINDOW 5 - 2000 W x 700 H 90 x 45 MGP 10

WINDOW 6 - 1200 W x 700 H 2/90 x 45 MGP 10

WINDOW 7 - 1500 W x 1000 H 2/140 x 45 MGP 10

DOWELL
ALL ^ WINDOWS TO BE DOUBLE GLAZED

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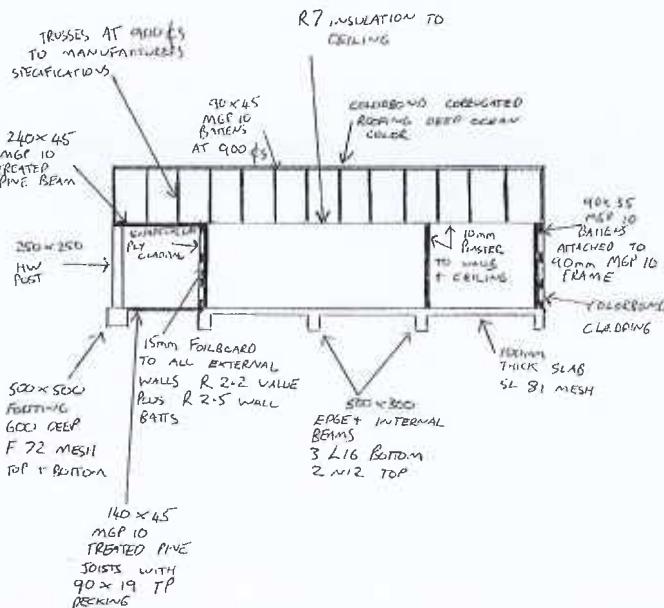


PROPOSED ONE BEDROOM VILLA

79114, LOT 20 GREAT OCEAN RD, PRINCETOWN 3269

SCALE 1:100

SECTION A-A



INSULATION SCHEDULE

Walls:

- R2.2 Foilboard & R2.5 Batt Insulation

Ceiling:

- R7.0 Insulation

Windows

- Timber Entry Door to achieve the equivalent or better (whole system):

o U-Value – 5.40 SHGC – 0.56

- W1-W7 to achieve the equivalent or better (whole system):

DOW-005-01 A Dowell Manor Awning Window DG 3/12/3

o U-Value – 3.90 SHGC – 0.58

BUILDING SEALING

The chimney or flue of an open solid-fuel burning appliance must be provided with a damper or flap that can be closed to seal the chimney or flue.

Roof lights must be sealed, or capable of being sealed.

Downlights to be sealed.

All external doors and windows to have seals to all openings.

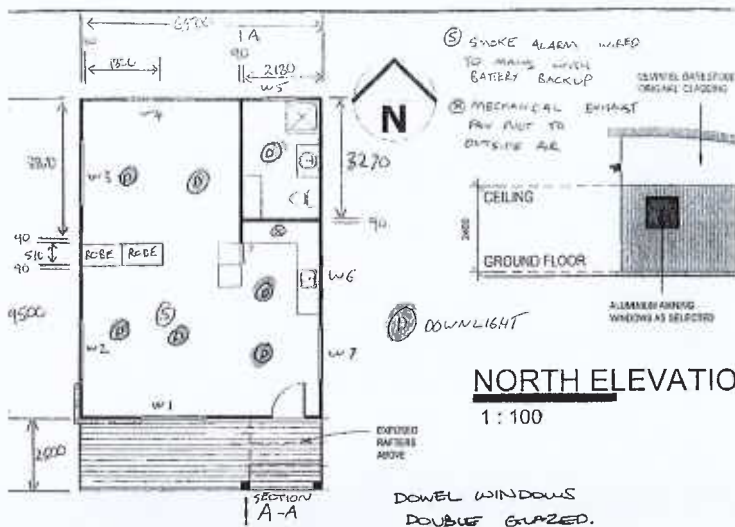
External doors to be provided with draught protection device to the bottom edge of each leaf.

Self Closing Dampers to all exhaust fans.

Seal all external gaps & cracks.

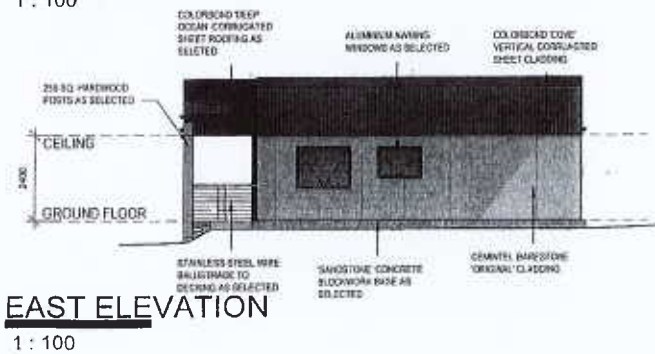
An evaporative cooler must be fitted with self closing damper or the like.





NORTH ELEVATION
1 : 100

GROUND FLOOR
1 : 100



EAST ELEVATION
1 : 100

20-074 O. SHIRCORE LOT 20 GREAT OCEAN ROAD, PRINCETON

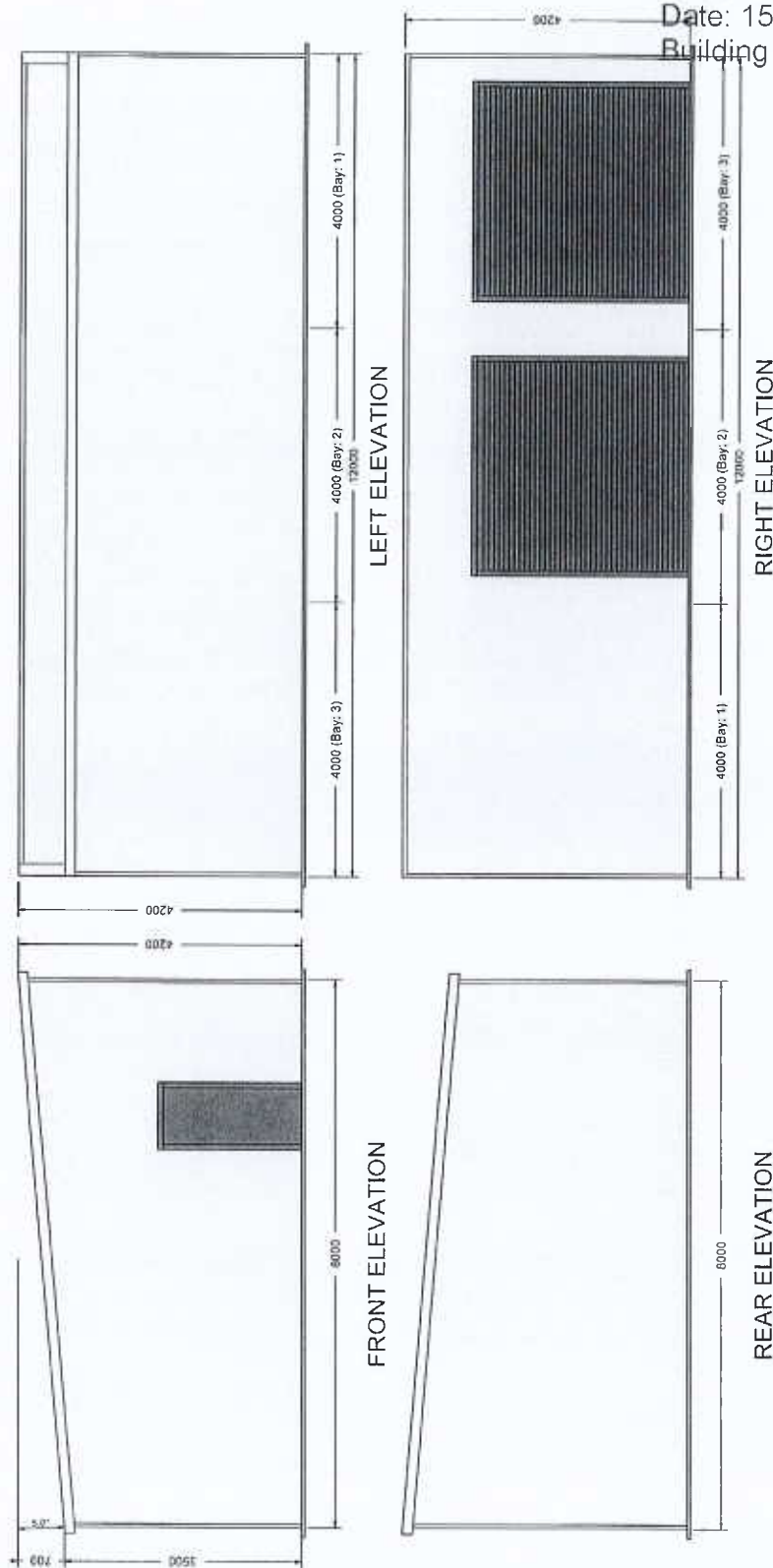
23 BAYVIEW STREET, WARRAMBOOL T: 03 5562 6372 F: 03 5561 1577 Email: mark@melbdesigns.com.au Ref

Document Set ID: 3119323
Version: 1, Version Date: 12/11/2021



CORANGAMITE SHIRE
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Full Colour construction colourbond "Cove"
confirm location of access door on site



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Date: 15/12/2021
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Drawing Title: Elevations
Scale: 1:98.020
Date: 18-11-2021 13:40:02

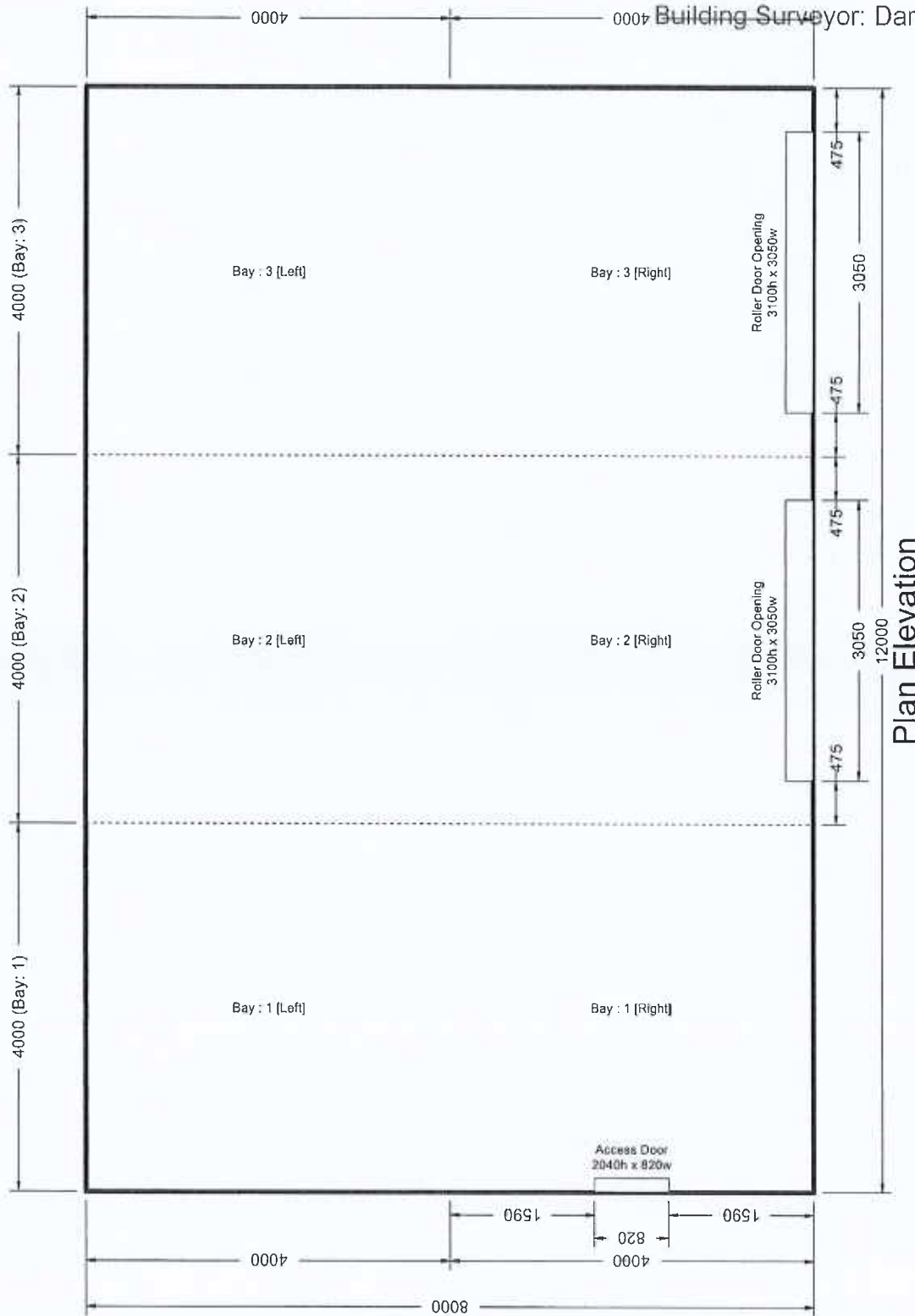
Customer Name: Oliver Shircore
Site Address: 7914 Great Ocean Rd Princetown Vic 3269
Phone: Mob 0418 596 497
Email: oshircore@hotmail.com

208 Fairbairn rd SUNSHINE WEST VIC 3020
Phone: (03) 9314 1245 | Fax: (03) 9314 6640
Email: sales@eurekagarages.com.au

EUREKA
Garages & Sheds

CORANGAMITE SHIRE
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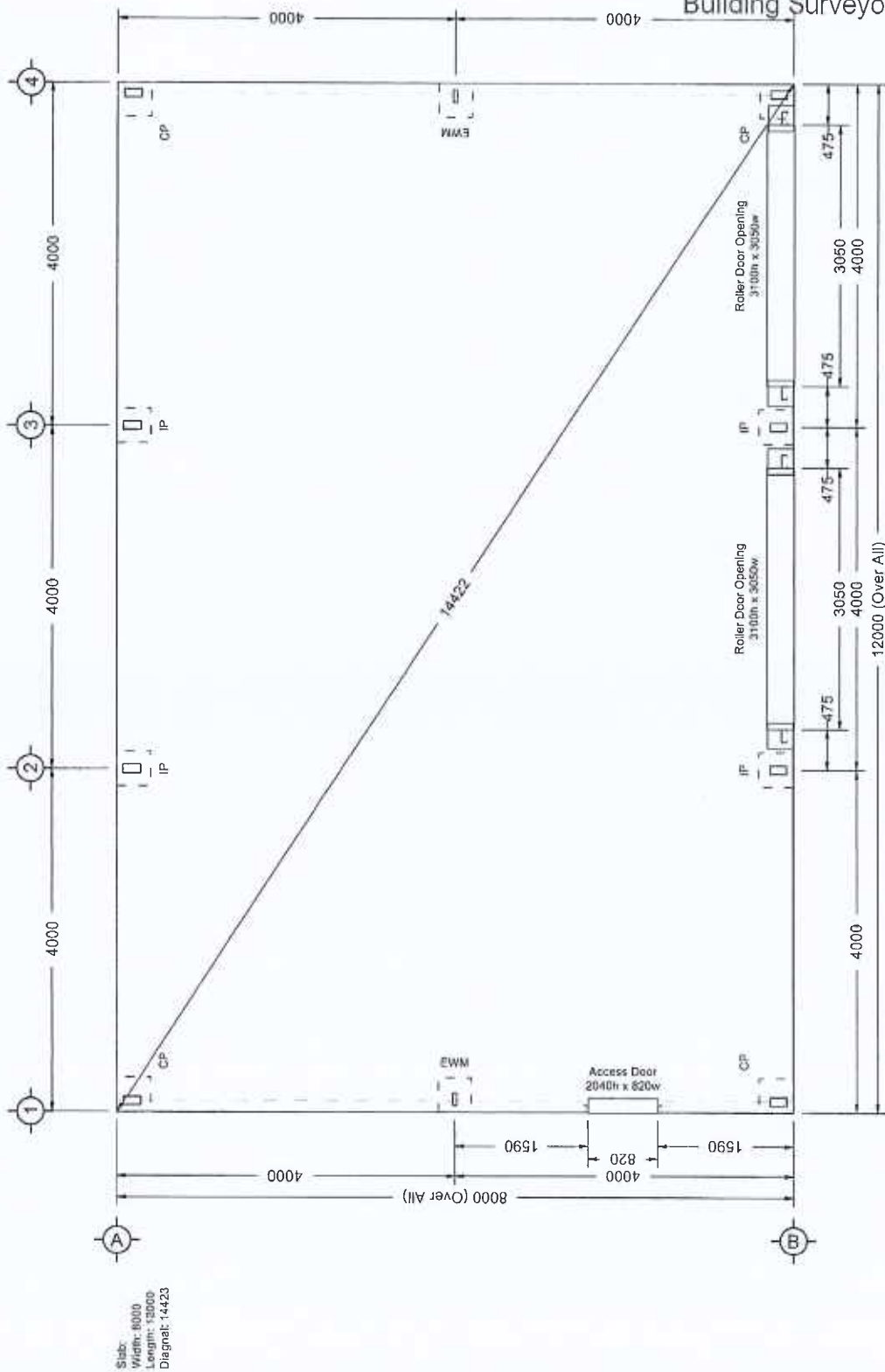
Drawing Title: Elevations
 Scale: 1:62.865
 Date: 18-11-2021 13:39:46

Customer Name:
 Site Address:
 Phone:
 Email:

208 Fairbairn rd SUNSHINE WEST VIC 3020
 Phone: (03) 9314 1245 | Fax: (03) 9314 6640
 Email: sales@eurekagarages.com.au



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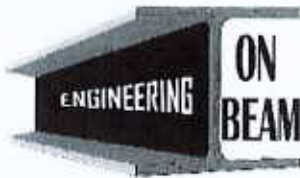
FLOOR PLAN

Drawing Title: Slab Plan
Scale: 1:69,690
Date: 18-11-2021 13:39:22

Customer Name:
Site Address:
Phone:
Email:

208 Fairbairn rd SUNSHINE WEST VIC 3020
Phone: (03) 9314 1245 | Fax: (03) 9314 6640
Email: sales@eurekagarages.com.au





Civil & Structural Engineers
Residential - Industrial - Commercial

Email: admin@onbeam.com.au

Phone: (03) 5342 0149

onbeam.com.au

ABN 13 617 125 443

Building Act 1993

Section 238(1)(a)

Building Regulations 2018

Regulation 126

CORANGAMITE SHIRE
BUILDING PERMIT GRANTED
Building Permit No. 9436491802633
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Date: 15/12/2021
Building Surveyor: Darren Frost

CERTIFICATE OF COMPLIANCE FOR PROPOSED BUILDING WORK

To:

Relevant Building Surveyor: at

Postal Address:

Post Code:

Municipal District: CORANGAMITE SHIRE

This certificate is issued in relation to the proposed building work at:

Number: 7914

Street/Road: GREAT OCEAN ROAD

City/suburb/town: PRINCETOWN

Post Code: 3269

Nature of proposed building work:

Construction of new : SKILLION

Version of BCA applicable to certificate: BCA 2019 Volume 2 - Amendment 1

Building classification:

Part of building: Steel Frame and Slab/Footings

BCA Classification: Class 10a

Prescribed class of building work for which this certificate is issued:

Structural matter

Documents setting out the design that is certified by this certificate:

Document No.	Document Date	Type of Document	Number of Pages	Prepared by
Computation_V20210530	30/5/2021	Computations	2	John Mewett
Member Schedule SG_V20210531	31/5/2021	SKILLION Member Tables	3	John Mewett
SG-B-RHS-2	22/3/2021	SKILLION Engineering Drawings	1	Eureka Garages

No soil report obtained -- but the pads must be founded 200mm into natural undisturbed clay

The design certified by this certificate complies with the following provisions of Building Act 1993, Building Regulations 2018 or National Construction Code

Act, Regulation or NCC	Section, Regulation, Part, Performance Requirement or other provision
NCC 2019	Volume Two Part 3.0 Structural provisions
AS 3600 : 2018	Concrete Code
AS 4100 : 1998	Steel Structures Code
AS 4600 : 2018	Cold Formed Steel Structures
AS 2870 : 2011	Residential Slab and Footing
AS/NZS 1170.1 : 2002	Structural Design Actions. Part 1: Permanent, Imposed and Other Actions
AS/NZS 1170.2 : 2011	Structural Design Actions. Part 2: Wind Actions

OLIVER SHIRCORE Order Number M5742 Frame Type 150 X 50 X 3mm BOX , Frame Code: B 2 b

Skillion: 8000 Wide, 12000 Long, 4200 High, 4000 Bay size.

Site Soil Class "M" or "M-D" for Outbuildings

I certify that the design set out in the documents listed above complies with the provision set out above.

I believe that I hold the required skills, experience and knowledge to issue this certificate and can demonstrate this if requested to do so.

Engineer

Name: John Mewett

Email: admin@onbeam.com.au

Address: 115 Lloyds Lane Napoleons, Vic 3352

Endorsed Building Engineer area of engineering:

Endorsed Building Engineer registration no.:

Date of issue of certificate:

Engineer, Civil

PE0003132

18/11/2021

VI 3350

Signature:



ON BEAM Pty Ltd
115 Lloyds Lane, Napoleons, 3352
e-mail: admin@onbeam.com.au
Phone: 03 5342 0149

Project:	Eureka Garages - Standard Shed Range
Computation ref:	Computation_V20210530

Date Prepared:	30-May-21
Page count	2

COMPUTATIONS FOR EUREKA GARAGES SHEDS

Applicable to:

Gable Sheds and Carports	Roof pitch 11 to 20 degrees Portal spans up to 15m Bay spacings up to 6m
--------------------------	--

Skillion Sheds and Carports	Roof pitch 5 to 11 degrees Portal spans up to 12m Bay spacings up to 6m
-----------------------------	---

Loading	
G	0.1 kPa
Q	0.25 kPa

Wind Loads	
Region	A
qz	TC3 0.84 kPa
	TC2.5 0.92 kPa
	TC2 1.01 kPa

Steel Frame Sections

Section	fy	Ag	f Mxx	f Myy	f Ns
RHS	MPa	mm ²	kNm	kNm	kN
150x50x2	450	774	12.8	3.09	173.4
150x50x3	450	1140	20.82	5.67	329.2
150x50x4	450	1480	26.49	9.19	525.7
185x50x3	450	1440	32.97	8.87	380.3
200x100x4	450	2280	58.32	23.49	687.9

Section	fy	Ag	f Mxx	f Myy	f Ns
C-Sections	MPa	mm ²	kNm	kNm	kN
C 150-15	450	443	7.36	2.97	151
C 150-19	450	561	9.56	3.76	198

Purlin Sections

Section	fy	Ag	f Mxx	f Myy	f Ns
Tophats	MPa	mm ²	kNm	kNm	kN
75 075	550	161	1.5	1.21	75.3
75 100	550	215	1.98	1.62	103.5
120 100	550	340	4.87	3.91	158.9

Joint Capacity

	f Mxx		f Mxx		f Mxx
	kNm		kNm		kNm
Double Brackets	9.36	12PL, M12 8.8 Bolts, 150 RHS	18.7	12PL, 4/M16 8.8 Bolts, 200 RHS	46.7
Single Knee Brace	8.72	12PL, M16 8.8 Bolts, 150 RHS	35	12PL, 6/M16 8.8 Bolts, 200 RHS	58.6
Double Knee Brace	17.4	12PL, M16 8.8 Bolts, 185 RHS	42.4	12PL, M20 8.8 Bolts, 200 RHS	71.5

	f N	f V
	kN	kN
4xM12 Dynabolts h,e = 50mm	29.9	14.5
4xM12 Chemsets h=100mm,e=50mm	49	12.2
4xM12 J bolts	107.5	60.5
4xM16 J bolts	201	114.3

Footings

Diam	Depth	Bearing	Uplift	Moment
m	m	kN	kN	kNm
0.3	0.6	7.1	4.1	0.9
0.3	0.7	7.1	5.7	1.5
0.3	0.8	7.1	7.7	2.2
0.3	0.9	7.1	10.1	3.1
0.3	1	7.1	12.9	4.3
0.3	1.1	7.1	16.2	5.7
0.3	1.2	7.1	19.9	7.5
0.375	0.6	11.0	5.2	1.2
0.375	0.7	11.0	7.0	1.9
0.375	0.8	11.0	9.3	2.8
0.375	0.9	11.0	11.9	3.9
0.375	1	11.0	15.1	5.4
0.375	1.1	11.0	18.7	7.2
0.375	1.2	11.0	22.9	9.3
0.45	0.6	15.9	6.3	1.4
0.45	0.7	15.9	8.4	2.2
0.45	0.8	15.9	11.0	3.3
0.45	0.9	15.9	14.0	4.7
0.45	1	15.9	17.4	6.5
0.45	1.1	15.9	21.5	8.6
0.45	1.2	15.9	26.0	11.2
0.45	1.3	15.9	31.2	14.2
0.45	1.4	15.9	37.0	17.8
0.45	1.5	15.9	43.5	21.9

Diam	Depth	Bearing	Uplift	Moment
m	m	kN	kN	kNm
0.6	0.6	28.3	9.0	1.9
0.6	0.7	28.3	11.7	3.0
0.6	0.8	28.3	14.9	4.4
0.6	0.9	28.3	18.6	6.3
0.6	1	28.3	22.9	8.6
0.6	1.1	28.3	27.7	11.5
0.6	1.2	28.3	33.1	14.9
0.6	1.3	28.3	39.2	19.0
0.6	1.4	28.3	45.9	23.7
0.6	1.5	28.3	53.4	29.2
0.6	1.6	28.3	61.7	35.4
0.6	1.7	28.3	70.7	42.4
0.6	1.8	28.3	80.6	50.4
0.75	1	44.2	29.1	10.8
0.75	1.1	44.2	34.6	14.4
0.75	1.2	44.2	41.2	18.7
0.75	1.3	44.2	48.3	23.7
0.75	1.4	44.2	56.1	29.6
0.75	1.5	44.2	64.7	36.5
0.75	1.6	44.2	74.0	44.2
0.75	1.7	44.2	84.3	53.1
0.75	1.8	44.2	95.4	63.0

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Mullions																	
		Maximum Mullion Spacing, $F_y = 450$ Mpa															
		150X50x2.0		150X50x3.0		150X50x4.0		186X65x3.0		200X100x4.0		C150-15		C150-19			
Terrain Category	Height m	X	Y	X	Y	X	Y	X	Y	X	Y	X	Y	X	Y		
TC3	3	6.0000	3.2860	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	3.5789	2.1075	4.7895	2.7784
	3.5	6.0000	2.4142	6.0000	4.5819	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	2.0208	1.5484	2.6450	2.0413
	4	6.0000	1.8484	6.0000	3.5080	6.0000	5.4918	6.0000	5.2983	6.0000	6.0000	6.0000	6.0000	1.2007	1.1855	1.5770	1.5629
	4.5	6.0000	1.4604	6.0000	2.7716	6.0000	4.3392	6.0000	4.1863	6.0000	6.0000	6.0000	6.0000	-	-	-	-
	5	4.8928	1.1829	6.0000	2.2451	6.0000	3.5148	6.0000	3.3909	6.0000	6.0000	6.0000	6.0000	-	-	-	-
	5.5	4.0437	-	6.0000	1.8555	6.0000	2.9048	6.0000	2.8024	6.0000	6.0000	6.0000	6.0000	-	-	-	-
	6	3.3978	-	5.5268	1.5591	6.0000	2.4408	6.0000	2.3548	6.0000	6.0000	6.0000	6.0000	-	-	-	-
	6.5	2.8852	-	4.7092	1.3285	5.9919	2.0798	6.0000	2.0065	6.0000	5.3139	6.0000	6.0000	-	-	-	-
	7	2.4863	-	4.0605	1.1455	5.1665	1.7933	6.0000	1.7301	6.0000	4.5819	6.0000	6.0000	-	-	-	-
	7.5	2.1746	-	3.5371	-	4.5006	1.5621	5.6016	1.5071	6.0000	3.9913	6.0000	6.0000	-	-	-	-
	8	1.9113	-	3.1088	-	3.9556	1.3730	4.9233	1.3246	6.0000	3.5080	6.0000	6.0000	-	-	-	-
TC2.5	3	6.0000	2.9908	6.0000	5.6762	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	3.2573	1.9182	4.3592	2.5288
	3.5	6.0000	2.1973	6.0000	4.1703	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	1.8392	1.4093	2.4073	1.8579
	4	6.0000	1.6823	6.0000	3.1928	6.0000	4.8985	6.0000	4.8223	6.0000	6.0000	6.0000	6.0000	1.0928	1.0790	1.4354	1.4225
	4.5	5.4978	1.3292	6.0000	2.5227	6.0000	3.9494	6.0000	3.8102	6.0000	6.0000	6.0000	6.0000	-	-	-	-
	5	4.4533	1.0767	6.0000	2.0434	6.0000	3.1690	6.0000	3.0863	6.0000	6.0000	6.0000	6.0000	-	-	-	-
	5.5	3.6804	-	5.9864	1.6888	6.0000	2.6438	6.0000	2.5506	6.0000	6.0000	6.0000	6.0000	-	-	-	-
	6	3.0925	-	5.0303	1.4190	6.0000	2.2215	6.0000	2.1432	6.0000	5.6762	6.0000	6.0000	-	-	-	-
	6.5	2.8351	-	4.2861	1.2091	5.4536	1.8929	6.0000	1.8262	6.0000	4.8365	6.0000	6.0000	-	-	-	-
	7	2.2721	-	3.8957	1.0426	4.7023	1.6321	5.8527	1.5746	6.0000	4.1703	6.0000	6.0000	-	-	-	-
	7.5	1.9792	-	3.2194	-	4.0962	1.4218	5.0584	1.3717	6.0000	3.8328	6.0000	6.0000	-	-	-	-
	8	1.7386	-	2.8295	-	3.6002	1.2496	4.4810	1.2056	6.0000	3.1928	6.0000	6.0000	-	-	-	-
TC2	3	6.0000	2.7336	6.0000	5.1881	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000	2.9773	1.7532	3.5844	2.3114
	3.5	6.0000	2.0084	6.0000	3.8117	6.0000	5.9673	6.0000	5.7570	6.0000	6.0000	6.0000	6.0000	1.6811	1.2881	2.2004	1.6882
	4	6.0000	1.5377	6.0000	2.9183	6.0000	4.5987	6.0000	4.4077	6.0000	6.0000	6.0000	6.0000	-	-	1.3119	1.3002
	4.5	5.0251	1.2148	6.0000	2.3058	6.0000	3.8098	6.0000	3.4826	6.0000	6.0000	6.0000	6.0000	-	-	-	-
	5	4.0704	-	6.0000	1.8677	6.0000	2.9240	6.0000	2.8209	6.0000	6.0000	6.0000	6.0000	-	-	-	-
	5.5	3.3839	-	5.4717	1.5436	6.0000	2.4185	6.0000	2.3313	6.0000	6.0000	6.0000	6.0000	-	-	-	-
	6	2.8266	-	4.5978	1.2970	5.8501	2.0305	6.0000	1.9590	6.0000	5.1881	6.0000	6.0000	-	-	-	-
	6.5	2.4085	-	3.9176	1.1052	4.9847	1.7302	6.0000	1.6692	6.0000	4.4207	6.0000	6.0000	-	-	-	-
	7	2.0767	-	3.3779	-	4.2980	1.4918	5.3495	1.4392	6.0000	3.8117	6.0000	6.0000	-	-	-	-
	7.5	1.8080	-	2.9426	-	3.7440	1.2995	4.8800	1.2537	6.0000	3.3204	6.0000	6.0000	-	-	-	-
	8	1.5900	-	2.5862	-	3.2907	1.1422	4.0957	1.1019	6.0000	2.9183	6.0000	6.0000	-	-	-	-

X = Mullion in strong axis (long side of mullion perpendicular to wall)

Y = Mullion in weak axis (mullion is flat against the wall)

Mullion spacing = (distance to next column or mullion on 1 side + distance to column or mullion on the other side) divide i.e. (Spacing 1 + Spacing 2) / 2

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Roof Pitch	5	to	11	Degrees
------------	---	----	----	---------

Max Span (mm)	Max Eave Height (mm)	TC 3 Max Bay Spacing (mm)				TC 2.5 Max Bay Spacing (mm)				TC 2 Max Bay Spacing (mm)			
		3,000	3,600	4,500	6,000	3,000	3,600	4,500	6,000	3,000	3,600	4,500	6,000
5,000	2,700	C 1 a	G 1 a	A 2 a	B 2 a	G 1 a	G 1 a	A 2 a	B 2 b	A 1 a	A 2 a	B 2 b	B 2 b
	3,000	G 1 a	A 2 a	A 2 a	B 2 b	G 1 a	A 2 a	B 2 a	B 2 b	A 2 a	A 2 a	B 2 b	B 3 b
	3,300	G 1 a	A 2 a	B 2 a	B 2 b	A 2 a	A 2 a	B 2 b	B 4 b	A 2 a	B 2 a	B 2 b	D 4 b
	3,600	A 2 a	A 2 a	B 2 b	B 4 b	A 2 a	B 2 a	B 2 b	D 4 b	A 2 a	B 2 b	B 3 b	D 4 b
6,000	2,700	G 1 a	A 2 a	A 2 a	B 2 b	G 1 a	A 2 a	B 2 a	B 3 b	A 2 a	A 2 a	B 2 b	B 4 b
	3,000	G 1 a	A 2 a	B 2 a	B 3 b	A 2 a	A 2 a	B 2 b	B 4 b	A 2 a	B 2 a	B 2 b	D 4 b
	4,200	B 2 a	B 2 a	D 4 b	E 4 b	B 2 a	B 3 b	D 4 b	E 4 b	B 2 a	B 4 b	D 4 b	J 4 b
	7,000	B 2 a	B 3 b	D 4 b	E 4 b	B 2 a	B 4 b	D 4 b	D 4 b	B 3 b	D 4 b	E 4 b	J 4 b
9,000	4,200	B 3 b	D 4 b	E 4 b	J 4 b	D 4 b	D 4 b	E 4 b	J 4 b	D 4 b	E 4 b	J 4 b	n/a
10,500	4,200	D 4 b	D 4 b	J 4 b	J 4 b	D 4 b	E 4 b	J 4 b	n/a	E 4 b	E 4 b	J 4 b	n/a
12,000	4,200	D 4 b	E 4 b	J 4 b	n/a	E 4 b	J 4 b	J 4 b	n/a	E 4 b	J 4 b	n/a	n/a

The above table details the engineering requirements represented as a code and referred to as follow:

Item 1 = Capital Letter		Item 2 = Number		Item 3 = Lower case letter	
Frame sections		Eave and Apex connections		Base connection and fixing	
C	C150 X 1.5mm PURLIN	1	Single haunch plate connections with single C7510 knee brace	a	C Section portal frame:
G	C150 X 1.9mm PURLIN				Angle bracket with Tex Screw fixings to columns and M12 Dynabolts to footings
A	150 x 50 x 2.0mm RHS	2	Single haunch plate eave connection with double C7510 knee brace and double haunch plate apex connection or		RHS portal frame:
B	150 x 50 x 3.0mm RHS		Upgrade to welded 12 mm thick end plates 12mm bolted connections.	b	Welded base plate to column with M12 Dynabolts.
D	150 x 50 x 4.0mm RHS				Welded base plate fixing with M12 Chemset
E	185 x 65 x 3.0mm RHS	3	Welded 12mm thick end plates with 12mm bolted connections	c	J Bolts 12 mm base connection or
J	200 X 100 X 4.0mm RHS	4	Welded 12mm thick end plates with 16mm bolted connections		RHS Extensions with welded base plates or
		5	Welded 12mm thick end plates with 16mm Grade 10.9 bolted connections		

Roof Purlins and Wall Girts are resolved to the code relating to the Eave and Apex connections as follow:

Code	Section	Lapped Spans
1	75 x 0.75mm Top hat	For bay spacings up to 3.6m
2	75 x 1.0mm Top hat	For bay spacings up to 4.5m
3	120 x 1.0mm Top hat	For bay spacings up to 6m

Max spacings are set to the following:

Max roof purlin spacing	1,200 mm
Max wall girt spacing	1,350 mm

FOOTING SCHEDULE - Slab with incorporated PAD's

Max Span (mm)	Max Eave Height (mm)	TC 3 Max Bay Spacing (mm)				TC 2.5 Max Bay Spacing (mm)				TC 2 Max Bay Spacing (mm)			
		3,000	3,600	4,500	6,000	3,000	3,600	4,500	6,000	3,000	3,600	4,500	6,000
5,000	2,700	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400
	3,000	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400
	3,300	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400
	3,600	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400
6,000	2,700	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400
	3,000	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400
	4,200	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400
	7,000	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400
9,000	4,200	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400
10,500	4,200	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400	400/400
12,000	4,200	500/500	500/500	500/500	500/500	500/500	500/500	500/500	500/500	500/500	500/500	500/500	500/500

The above table refers to the dimension of square PAD's incorporated in slab (i.e. width / depth)

1) 400 square pad footings can be substituted with 450 diameter;

2) 600 square pad footings can be substituted with 600 diameter;

FOOTING SCHEDULE - Independent PAD's only

Max Span (mm)	Max Eave Height (mm)	TC 3 Max Bay Spacing (mm)				TC 2.5 Max Bay Spacing (mm)				TC 2 Max Bay Spacing (mm)			
		3,000	3,600	4,500	6,000	3,000	3,600	4,500	6,000	3,000	3,600	4,500	6,000
5,000	2,700	300/600	300/700	300/800	300/900	300/700	300/700	300/800	300/900	300/700	300/800	300/800	300/900
	3,000	300/700	300/700	300/800	300/900	300/700	300/800	300/800	300/900	300/700	300/800	300/900	300/1000
	3,300	300/700	300/700	300/800	300/900	300/700	300/800	300/900	375/900	300/800	300/800	300/900	375/900
	3,600	300/700	300/800	300/800	300/900	300/700	300/800	300/900	375/900	300/800	300/800	300/900	375/1000
6,000	2,700	300/600	300/700	300/800	375/800	300/700	300/800	300/800	375/900	300/700	300/800	300/900	375/900
	3,000	300/700	300/700	300/800	375/900	300/700	300/800	300/800	375/900	300/700	300/800	300/900	375/900
	4,200	300/700	300/800	300/900	375/900	300/800	300/800	300/900	375/1000	300/800	300/900	300/1000	375/1000
	7,000	300/800	300/800	375/800	375/1000	300/800	300/900	375/800	375/1000	300/800	300/900	375/900	375/1000
9,000	4,200	300/800	375/800	375/900	450/800	300/800	375/800	375/900	450/1000	300/900	375/900	375/1000	n/a
10,500	4,200	375/800	375/800	375/900	450/1000	375/800	375/900	375/900	n/a	375/900	375/900	450/900	n/a
12,000	4,200	375/800	375/800	450/900	n/a	375/800	375/900	450/900	n/a	375/900	375/900	450/1000	n/a

The above table refers to the hole dimension of footing PAD's required (i.e. diameter / depth)

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Fully braced bay:

Cross bracing set is applied to eave side wall bay, the corresponding roof bay and the opposing eave side wall or high side wall in respect to skillions (i.e., 1 bay across the whole shed). No cross bracing is required on gable/skillion end walls.

Where Strap Bracing 25 x 0.8 mm is supplied

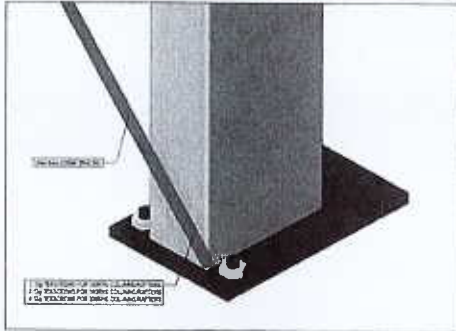
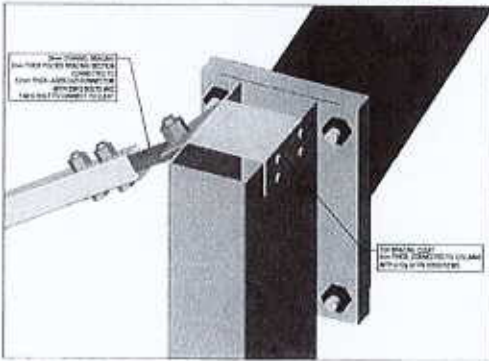
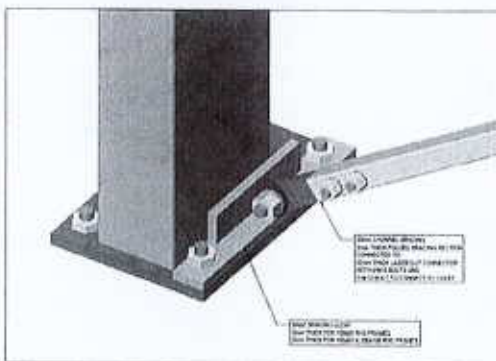
Max Span (mm)		Minimum bracing required	Conditions where additional bays will require bracing
From	To		
0	6,000	No require bracing	No require bracing
6,001	9,000	Where total number of bays ≤ 5 Minimum of 1 bay fully braced bay that is located adjacent to an end wall.	Where total number of bays ≥ 6 or more bays Minimum of 2 bays fully braced, commencing the bracing at an end wall bay following with fully braced bay/s every fifth subsequent bay.
9,001	12,000	Number of bays ≤ 5 Minimum of 2 bay fully braced bays that is located adjacent to an end wall following with bracing in the next adjacent bay.	Number of bays ≥ 6 or more bays Minimum of 2 bay fully braced bays that is located adjacent to an end wall following with fully braced bay/s every fifth subsequent bay.
12,001	15,000	Number of bays ≤ 5 Minimum of 3 bay fully braced	Number of bays ≥ 6 or more bays Minimum of 3 bay fully braced bays that is located adjacent to an end wall following with the remaining bays spread across the remaining six bays. Additional fully braced bay/s will be required for every fifth bay subsequent to the initial six bays.

Please note that relocation of bracing where openings or accessories would prohibit the bracing being installed are as per the **bracing exceptions relocation examples** below.

Where 30 mm channel bracing is supplied

Max Span (mm)		Minimum bracing required	Conditions where additional bays will require bracing
From	To		
9,000.0	15,000	Where total number of bays ≤ 5 & Eave Height is up to 5,000 mm Minimum of 1 bay fully braced bay with 30 mm channel bracing	Where total number of bays ≥ 6 or more bays Minimum of 1 bay fully braced bay with 30 mm channel bracing following with fully braced bay/s every fifth subsequent bay.
15,000.1	13,500	Where total number of bays ≤ 5 & Eave Height is up to 7,000 mm Minimum of 2 bay fully braced bay with 30 mm channel bracing	Where total number of bays ≥ 6 or more bays Minimum of 2 bay fully braced bay with 30 mm channel bracing following with fully braced bay/s every fifth subsequent bay.

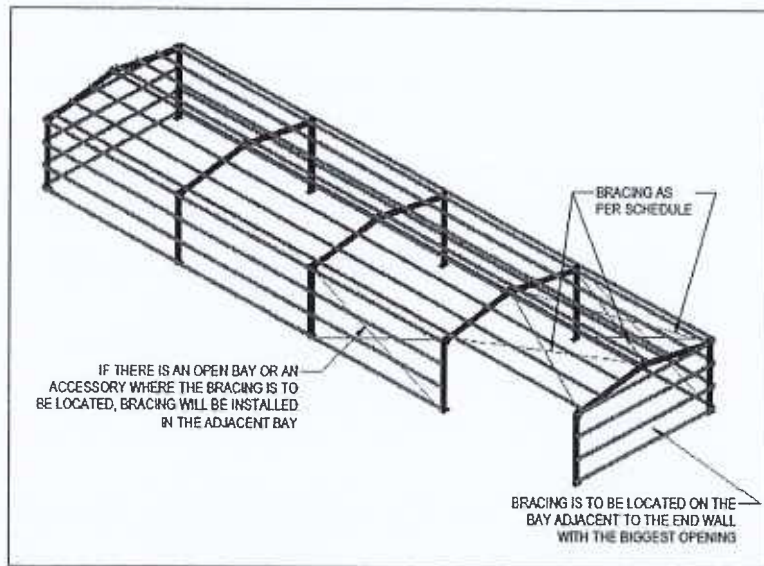
Strap bracing fixings:

1	Strap bracing fixing is as per the following: Tex Screw fixing required for frame type: 1) RHS 150 x 50 requires 2 x 12 g Tex Screws; or 2) RHS 185 x 65 requires 2 x 12 g Tex Screws; or 3) RHS 200 x 100 requires 4 x 12 g Tex Screws.	
2	30mm bracing channel bracing fixing is as per the following:	 

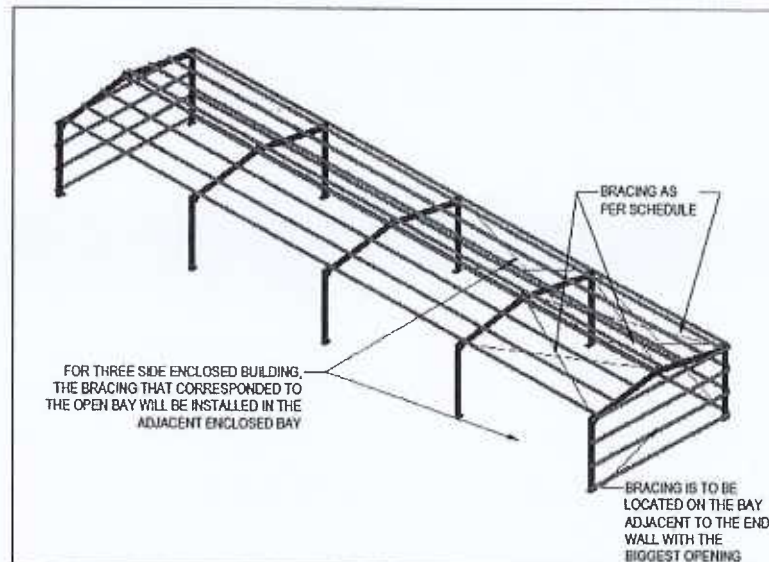
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Bracing relocation examples:

- 1 Where a wall is open or accessory exists in the bay which requires bracing, bracing will be relocated to the adjacent bay as illustrated in the following drawing:

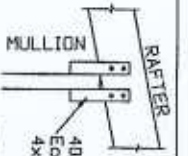


- 2 Where the one side of the entire building has open walls the bracing will be relocated to the adjacent bay as illustrated in the following drawing:



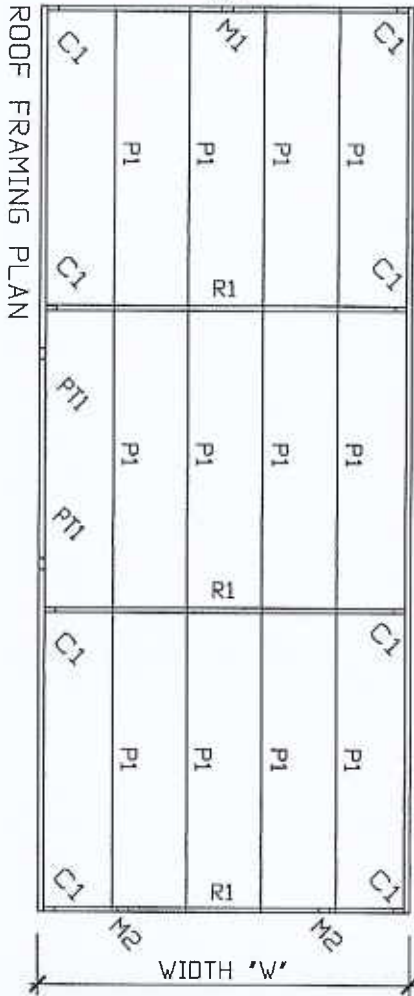
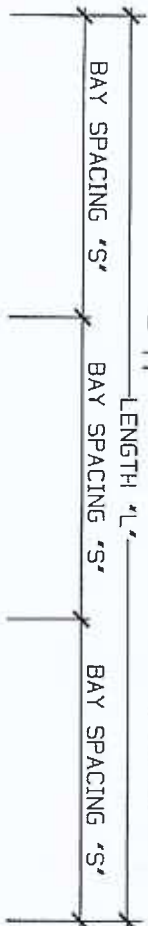
CORANGAMITE SHIRE
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MULLION DETAILS

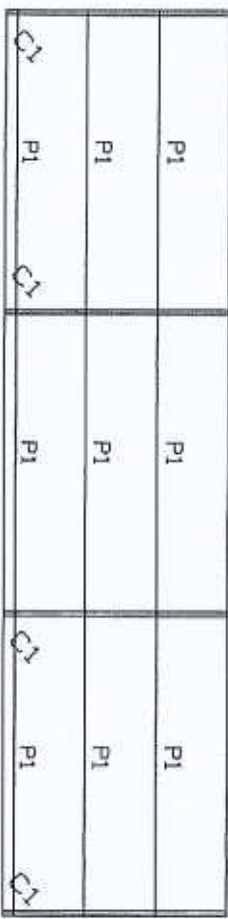


40x3EA Fillet Welded to Each Side of Mullion, 40x12g Tek's to Rafter.

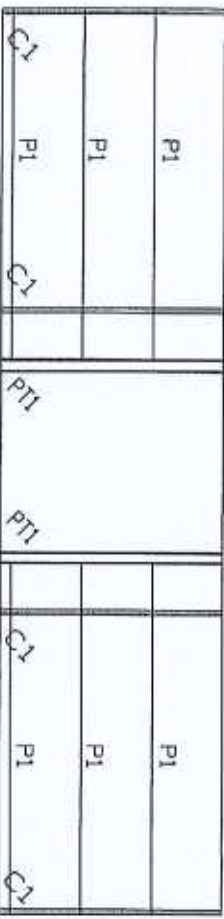
C1	COLUMN
M1/M2	MULLION
R1	RAFTER
P1	PURLIN/GIRT
PT1	POST



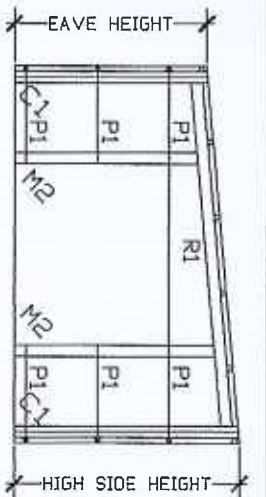
ROOF FRAMING PLAN



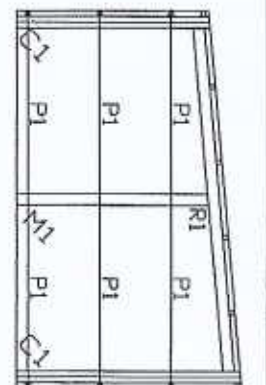
SIDE WALL ELEVATION (NO DOORS)



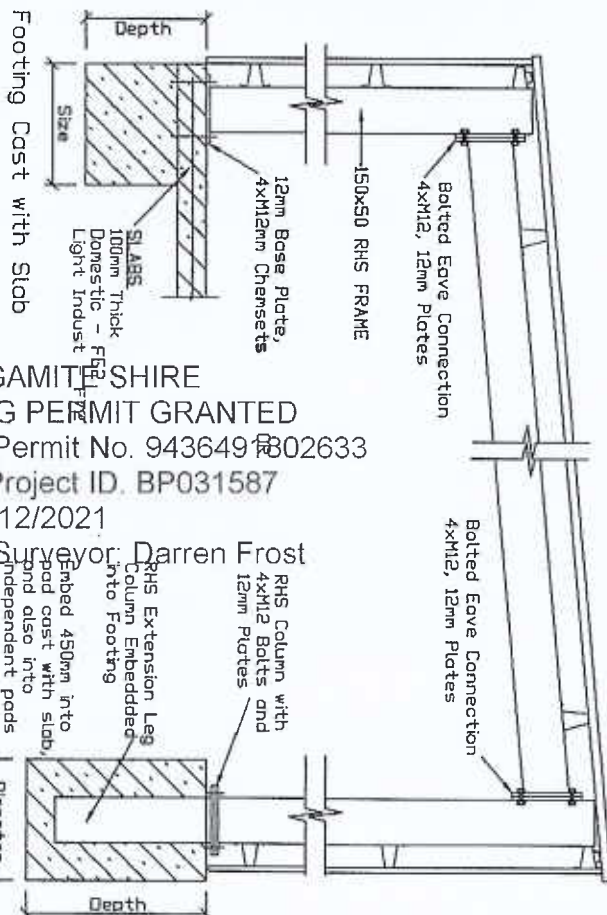
SIDE WALL ELEVATION (DOORS AS OPTION)



END WALL ELEVATION (DOORS AS OPTION)



END WALL ELEVATION (NO DOORS)



FRAME SECTION

Note: Footings to be built as per dimensions shown in member schedule dimensions

Note: Footing cast with slab can be substituted to the independent

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PROJECT TITLE
Eureka Garages
208 Fairbairn Road
Sunshine West

SHEET NUMBER
Framing and Details for
RHS Skillion Garage
Bolted Connection M12 BOLTS

SCALE: 1/4" = 1'-0"
DATE: 22/03/2021

APPROVALS
1

ONE BEDROOM VILLA

RAFT SLAB DETAILS - 7914, LOT 20 GREAT OCEAN ROAD, PRINCETOWN

SITE CLASSIFICATION - H1

BOTTOM REINFORCEMENT - 3 L16 TRENCH MESH

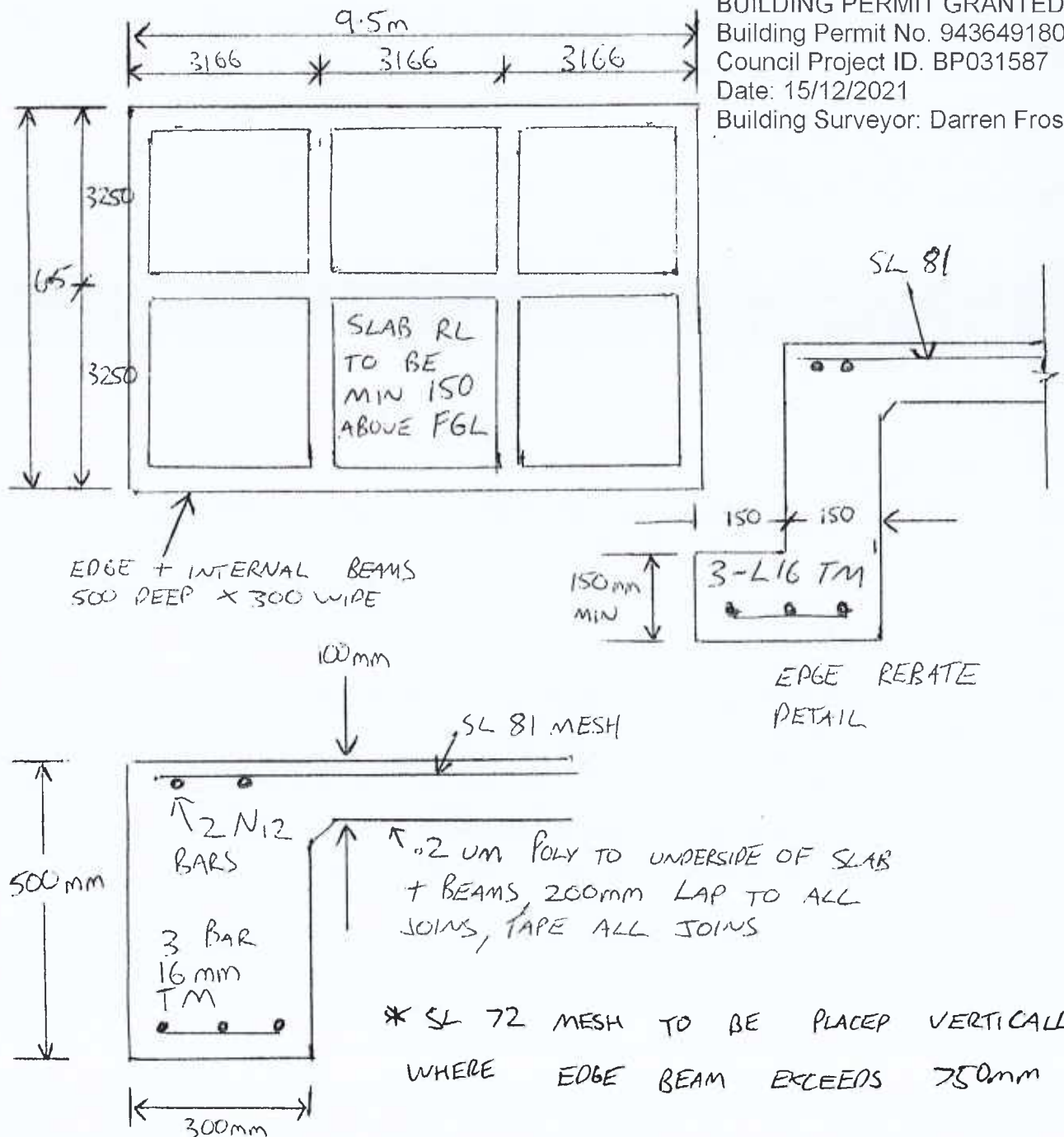
TOP REINFORCEMENT - 2 N12

MESH - SL 81

CONCRETE GRADE 32 MPA

SCALE 1:100

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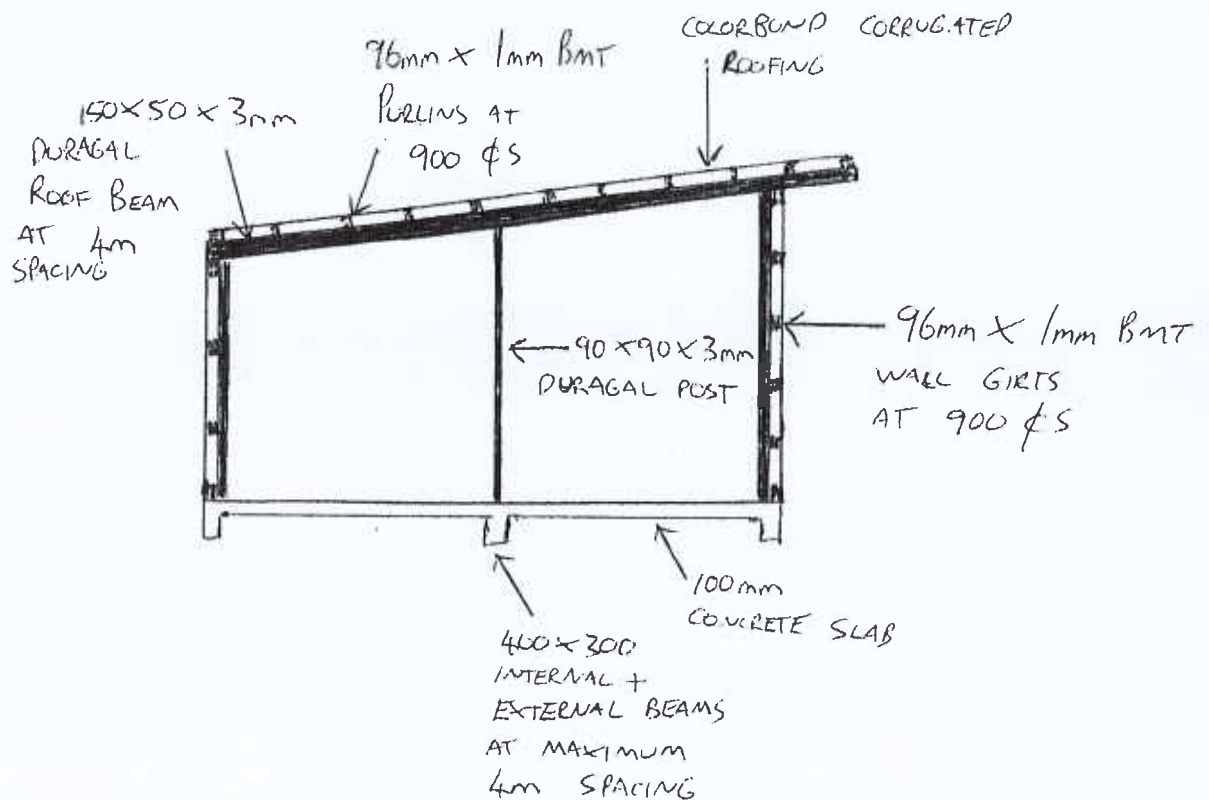


PROPOSED SHED

7914, LOT 20 GREAT OCEAN ROAD, PRINCETOWN, 3269

SCALE 1:100

SECTION A-A



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RAFT SLAB DETAILS - 79114, LOT 20 GREAT OCEAN ROAD PRINCETOWN

SITE CLASSIFICATION H1

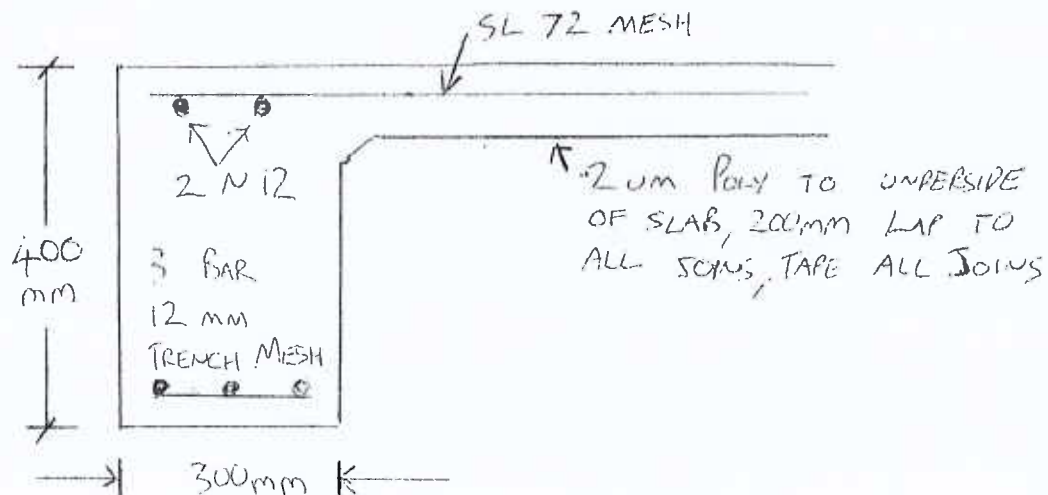
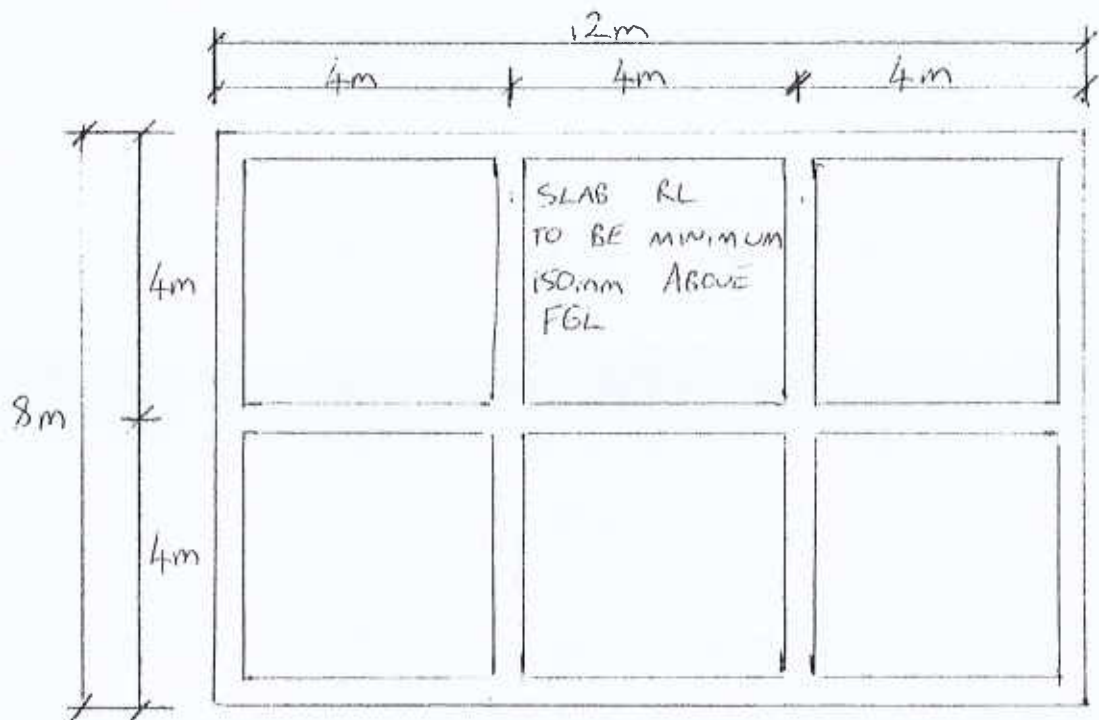
BOTTOM REINFORCEMENT 3 L12 TRENCH MESH

TOP REINFORCEMENT 2 N 12

MESH SL 72

SCALE 1:100

CONCRETE GRADE 32 MPA



PROPOSED ONE BEDROOM VILLA

7914, LOT 20 GREAT OCEAN RD, PRINCETOWN 3269

SCALE 1:100

SECTION A-A

CORANGAMITE SHIRE

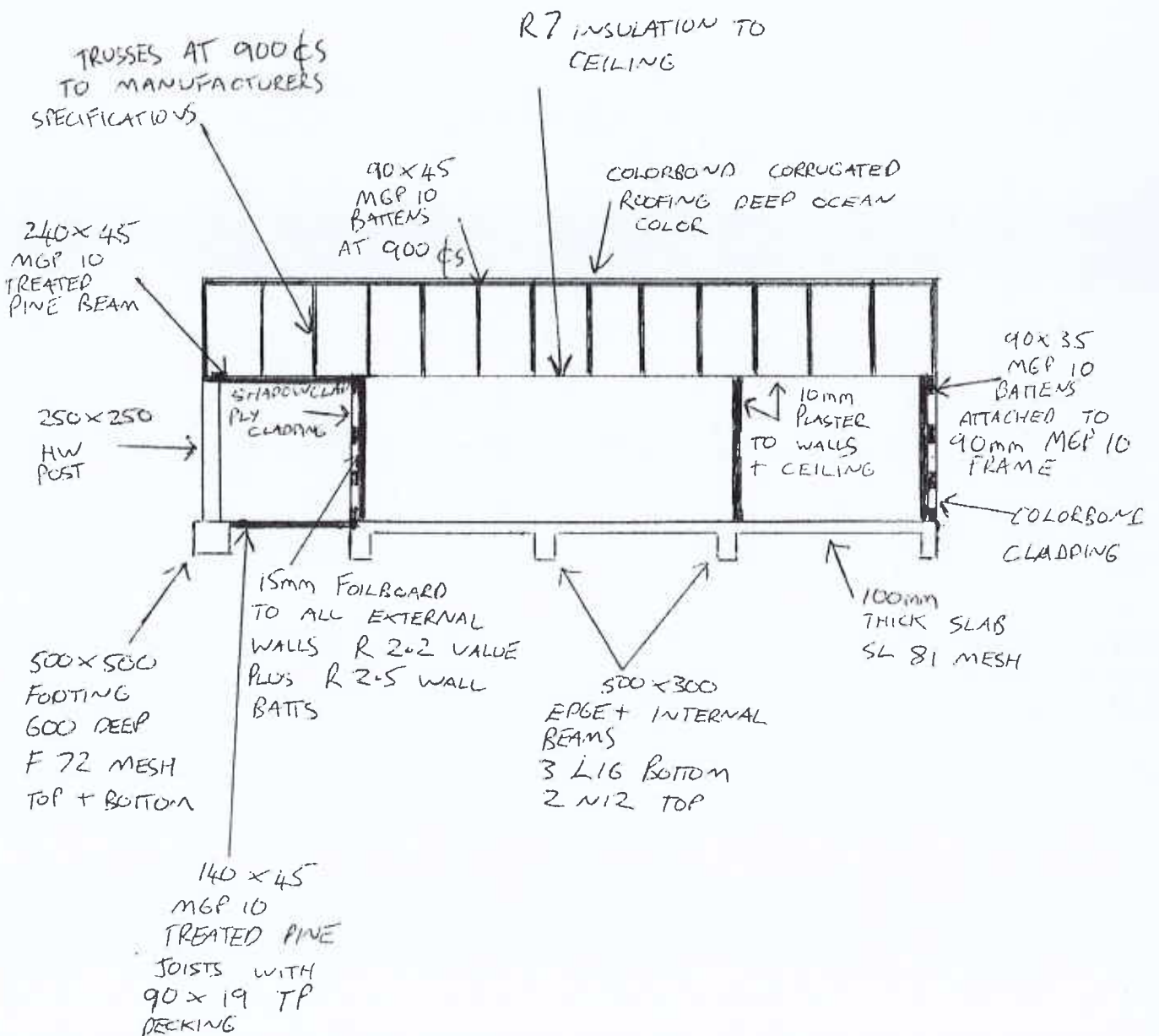
BUILDING PERMIT GRANTED

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Date: 15/12/2021

Building Surveyor: Darren Frost



PROPOSED ONE BEDROOM VILLA

7914, LOT 20 GREAT OCEAN ROAD, PRINCETOWN 3269

WINDOW SCHEDULE

LINTEL SCHEDULE

WINDOW 1 - 1800 W x 1200 H

2/140 x 45 MGP 10

WINDOW 2 - 1800 W x 1200 H

2/140 x 45 MGP 10

WINDOW 3 - 1800 W x 1200 H

2/140 x 45 MGP 10

WINDOW 4 - 1200 W x 500 H

140 x 45 MGP 10

WINDOW 5 - 700 W x 700 H

90 x 45 MGP 10

WINDOW 6 - 1200 W x 700 H

2/90 x 45 MGP 10

WINDOW 7 - 1500 W x 1000 H

2/140 x 45 MGP 10

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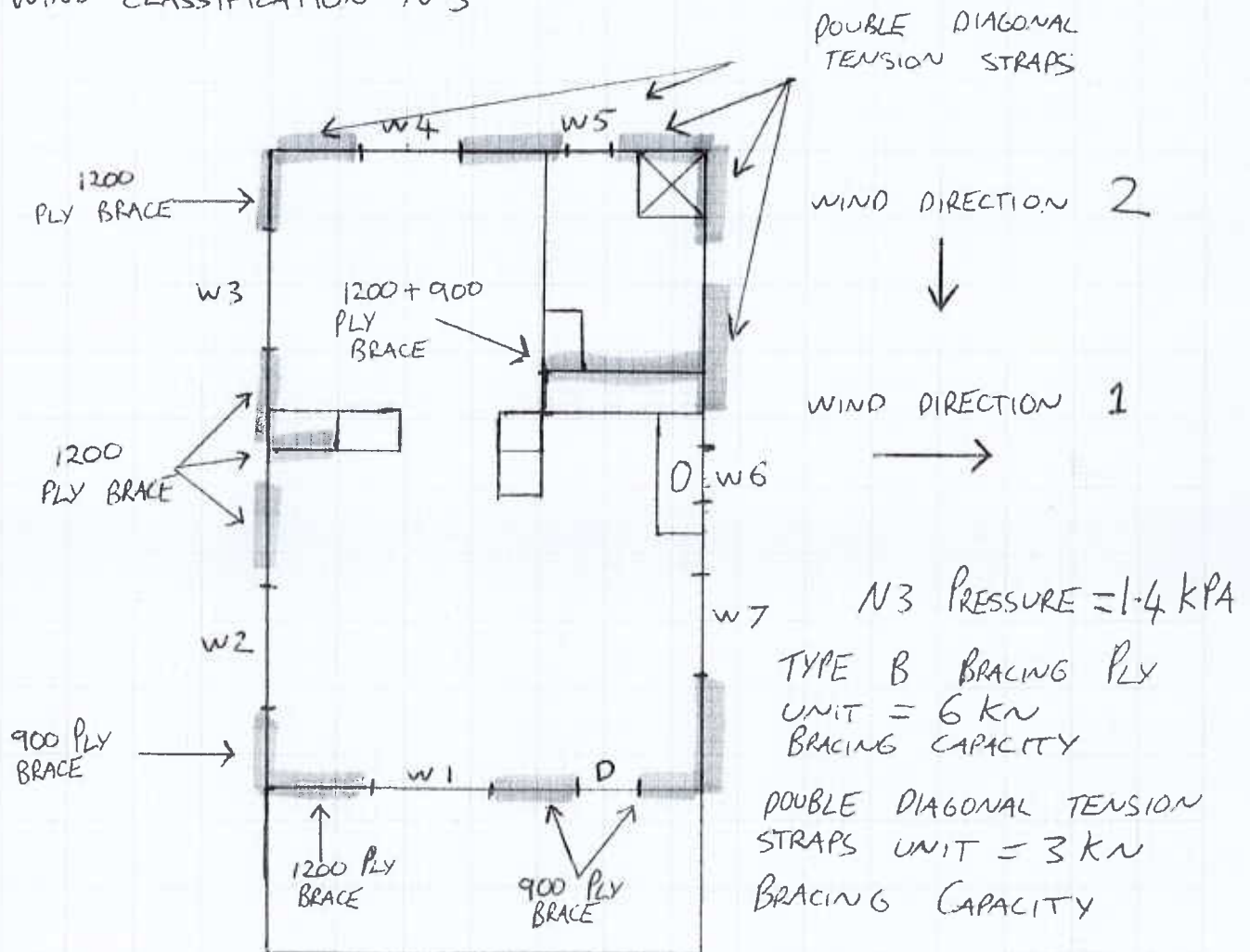
PROPOSED ONE BEDROOM VILLA

7914 - LOT 20 GREAT OCEAN ROAD, PRINCETOWN 3269

SCALE 1:100

FLOOR PLAN - BRACING PLAN

WIND CLASSIFICATION N3



AREA OF ELEVATION - WIND DIRECTION 1

$$3.2 \times 12 = 38.4 \quad 7 \times 6 \text{ KN (PLY BRACE TYPE B)} = 42 \quad \text{TOTAL}$$

$$38.4 \times 1.4 \text{ KPA} = 53.8 \quad 3 \times 3 \text{ KN (TENSION STRAPS)} = 9 \quad 51 \text{ KN}$$

AREA OF ELEVATION - WIND DIRECTION 2

$$3.2 \times 7 = 22.4 \quad 4 \times 6 \text{ KN (PLY BRACE TYPE B)} = 24 \quad \text{TOTAL}$$

$$22.4 \times 1.4 \text{ KPA} = 31.4 \text{ KPA} \quad 3 \times 3 \text{ KN (TENSION STRAPS)} = 9 \quad 33 \text{ KN}$$



CORANGAMITE
SHIRE

Form 16
Building Act 1993
Building Regulations 2018 : Regulation 192

OCCUPANCY PERMIT

Property details

7914 Great Ocean Road PRINCETOWN VIC 3269
Lot 20 TP 424791M
Municipal District: Corangamite Shire Council
Property No.: 201794

Building permit details

Council Project ID: BP031587/0 BPN: 9436491802633
Version of BCA applicable to building permit: 2019

Building details

Building to which permit applies

Permitted Use:

Dwelling 3 Only

BCA Class of building:

1a

Part of building to which permit applies:

Entire

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name:	Darren Frost
Address:	181 Manifold Street, Camperdown VIC 3260
Email:	building@corangamite.vic.gov.au
Building practitioner registration no.:	BS-U 39294
Council Name:	Corangamite Shire Council
BPN:	9436491802633
Council Project ID:	BP031587/0
Date of issue:	27 October 2022
Date of final inspection:	27 October 2022

Signature: _____



CORANGAMITE
SHIRE

Form 17

Building Act 1993

Building Regulations 2018 : Regulation 200

CERTIFICATE OF FINAL INSPECTION

Property details

7914 Great Ocean Road PRINCETOWN VIC 3269

Municipal District: Corangamite Shire Council

Property No.: 201794

Building permit details

BPN: 9436491802633

Council Project ID: BP031587/0

Version of BCA applicable to building permit: 2019

Description of building work

Part of building	Permitted use	BCA Class of building
Entire	Shed ONLY	10a

Relevant Building Surveyor

Name: Darren Frost
Address: 181 Manifold Street, Camperdown VIC 3260
Email: building@corangamite.vic.gov.au
Building practitioner registration no.: BS-U 39294
Council Name: Corangamite Shire Council
BPN: 9436491802633
Council Project ID: BP031587
Date of issue: 22 February 2023

Signature: _____

Domestic Building Insurance

Certificate of Insurance

OLIVER SHIRCORE**2 EARLE COURT
WARRNAMBOOL
VIC 3280**

Policy Number:

C658755

Policy Inception Date:

19/11/2021

Builder Account Number:

019348

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

Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**

At the property: **Unit 1 Lot 20 7914 Great Ocean Rd PRINCETOWN VIC 3269 Australia**

Carried out by the builder: **OLIVER SHIRCORE**

Builder ABN: **26401586056**



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

For the building owner(s): **OLIVER SHIRCORE**

Pursuant to a domestic building contract dated: **22/11/2021**

For the contract price of: **\$ 80,000.00**

Type of Cover: **Cover is only provided if OLIVER SHIRCORE has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

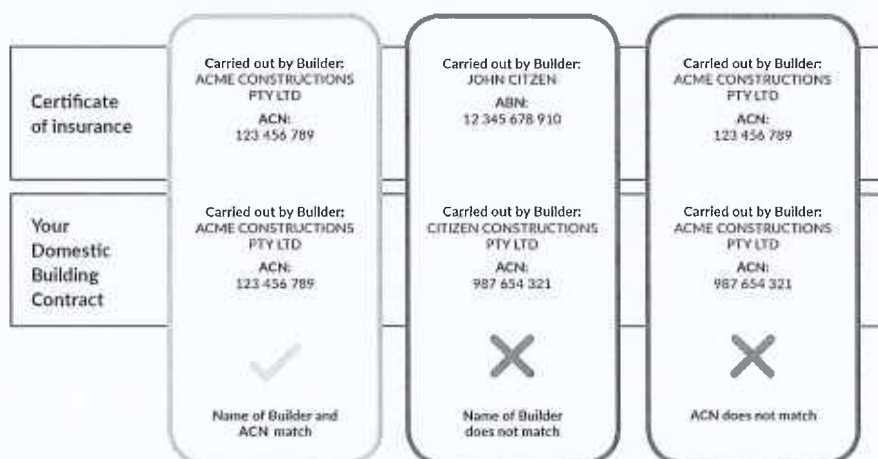
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,117.00
GST:	\$111.70
Stamp Duty:	\$122.87
Total:	\$1,351.57

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

Below are some example of what to look for



Domestic Building Insurance

Certificate of Insurance

Oliver Shircore
2 Earle Ct
WARRNAMBOOL
VIC 3280

Policy Number:
C659054

Policy Inception Date:
19/11/2021

Builder Account Number:
019348

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

Policy Schedule Details

Domestic Building Work: **C04: Alterations/Additions/Renovations - Structural**

At the property: **Lot 20 7914 Great Ocean Rd PRINCETOWN VIC 3269 Australia**

Carried out by the builder: **OLIVER SHIRCORE**

Builder ABN: **26401586056**

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

For the building owner(s): **Oliver Shircore**

Pursuant to a domestic building contract dated: **22/11/2021**

For the contract price of: **\$ 40,000.00**

Type of Cover: **Cover is only provided if OLIVER SHIRCORE has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

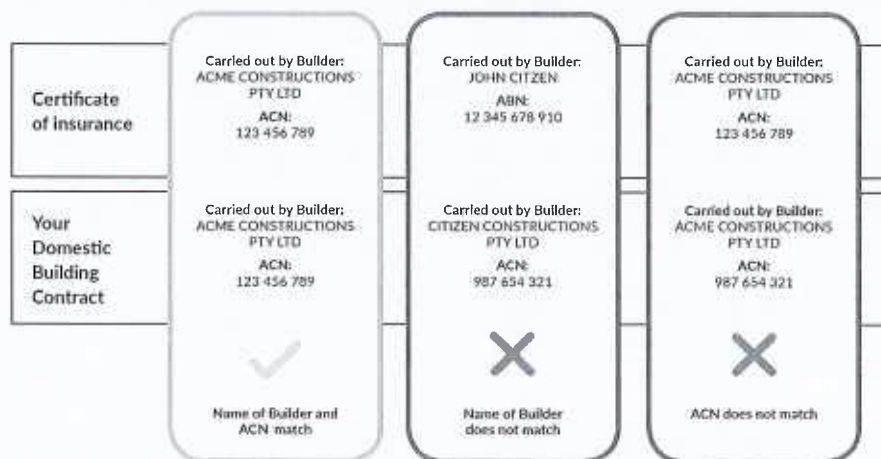
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$418.00
GST:	\$41.80
Stamp Duty:	\$45.98
Total:	\$505.78

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

Below are some example of what to look for



PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 13 February 2023 03:11 PM

PROPERTY DETAILS

Address: **7914 GREAT OCEAN ROAD PRINCETOWN 3269**

Lot and Plan Number: **This property has 2 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

Local Government Area (Council): **CORANGAMITE**

Council Property Number: **201794**

Directory Reference: **Vicroads 100 D5**

www.corangamite.vic.gov.au

SITE DIMENSIONS

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



Area: 130111 sq. m (13.01 ha)

Perimeter: 1595 m

For this property:

— Site boundaries

— Road frontages

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

426 overlapping dimension labels are not being displayed

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

Lot/Plan or Crown Description	SPI
A Lot 19 TP424791	19\TP424791
B Lot 20 TP424791	20\TP424791

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Wannon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **POLWARTH**

PROPERTY REPORT



Environment,
Land, Water
and Planning

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

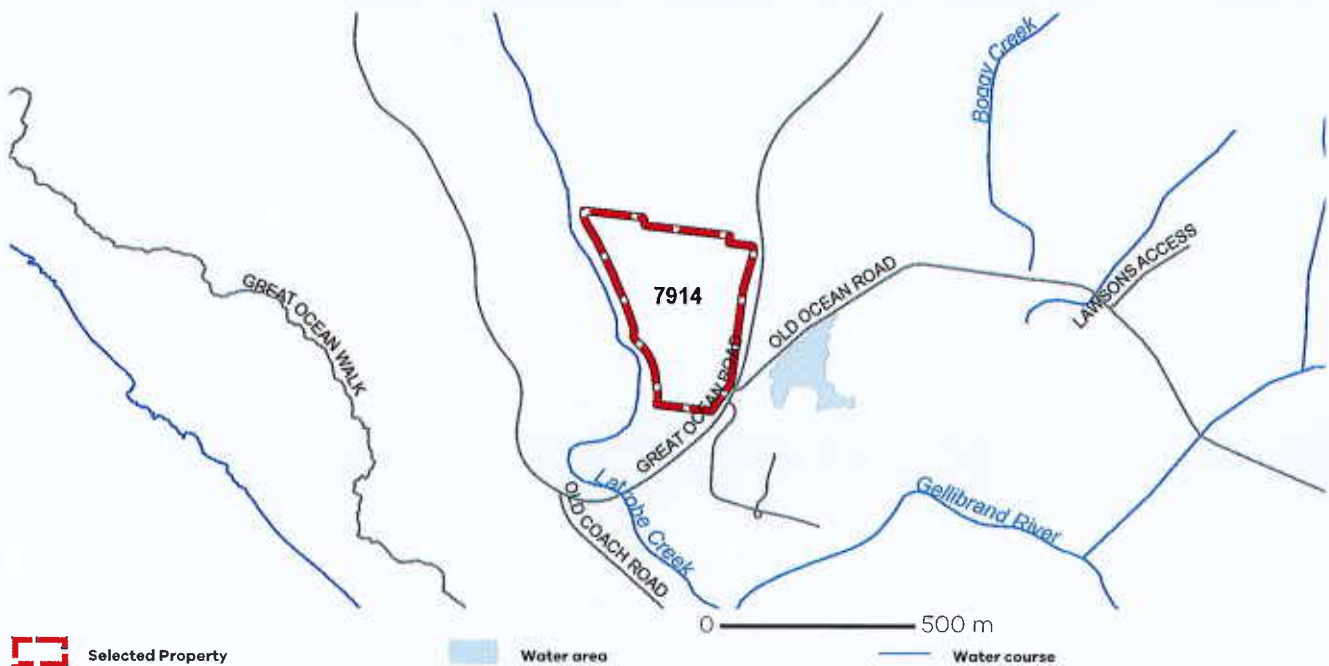
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 13 February 2023 03:40 PM

PROPERTY DETAILS

Address: **7914 GREAT OCEAN ROAD PRINCETOWN 3269**

Lot and Plan Number: **More than one parcel - see link below**

Standard Parcel Identifier (SPI): **More than one parcel - see link below**

Local Government Area (Council): **CORANGAMITE**

www.corangamite.vic.gov.au

Council Property Number: **201794**

Planning Scheme: **Corangamite**

[Planning Scheme - Corangamite](#)

Directory Reference: **Vicroads 100 D5**

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Wannon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **POLWARTH**

OTHER

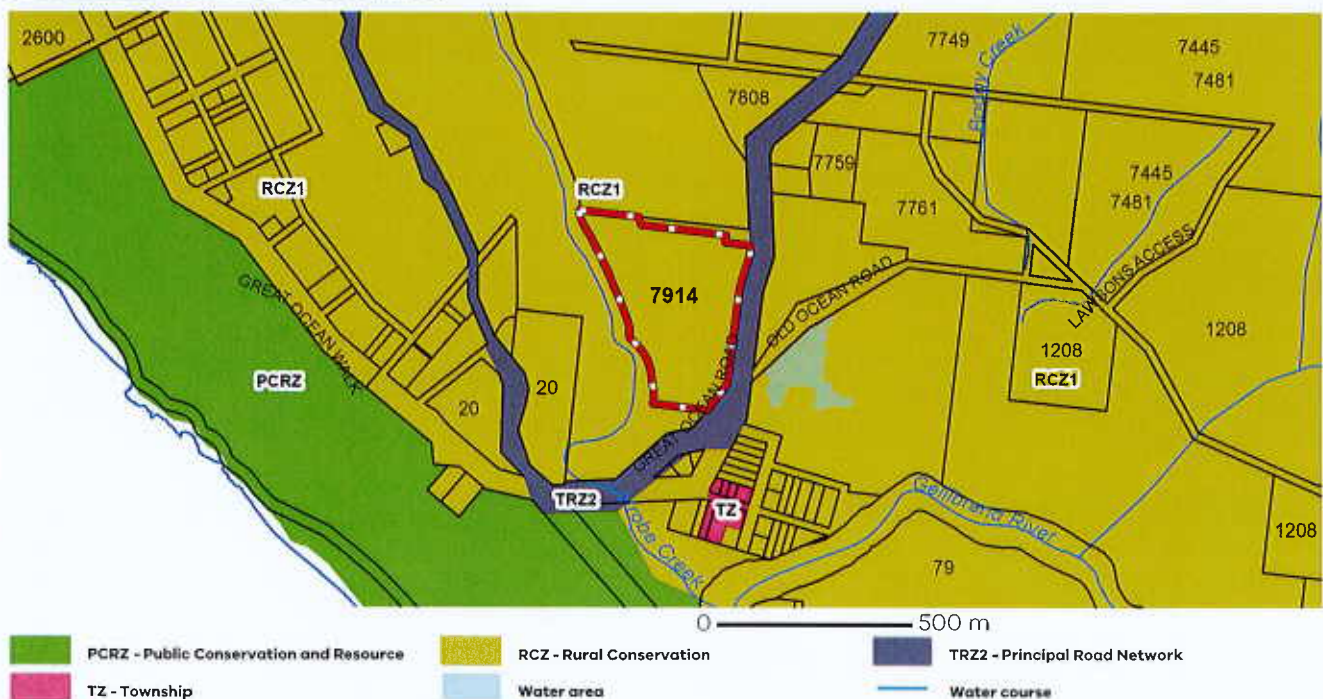
Registered Aboriginal Party: **Eastern Maar Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[RURAL CONSERVATION ZONE - SCHEDULE 1 \(RCZ1\)](#)



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

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

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

PLANNING PROPERTY REPORT: 7914 GREAT OCEAN ROAD PRINCETOWN 3269

Page 1 of 7

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)



SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 (SLO4)



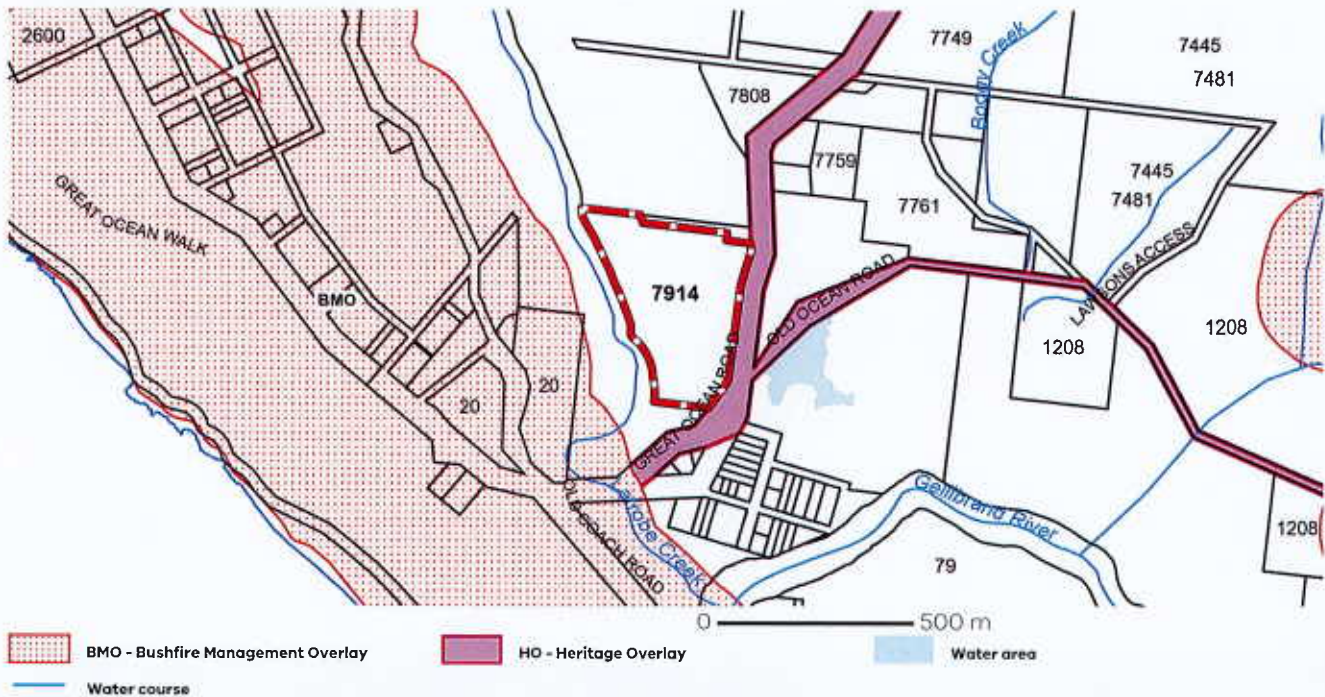
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO)

HERITAGE OVERLAY (HO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

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

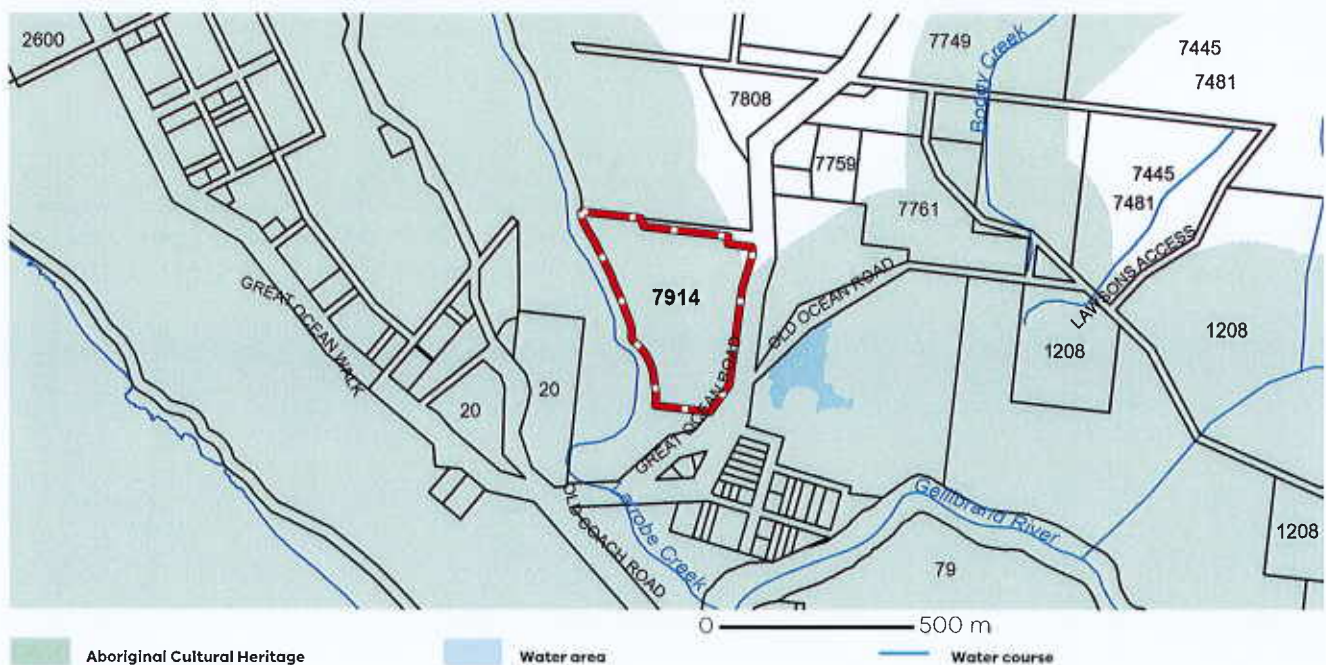
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to

<http://www.gov.nrms.net.au/govQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 8 February 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>

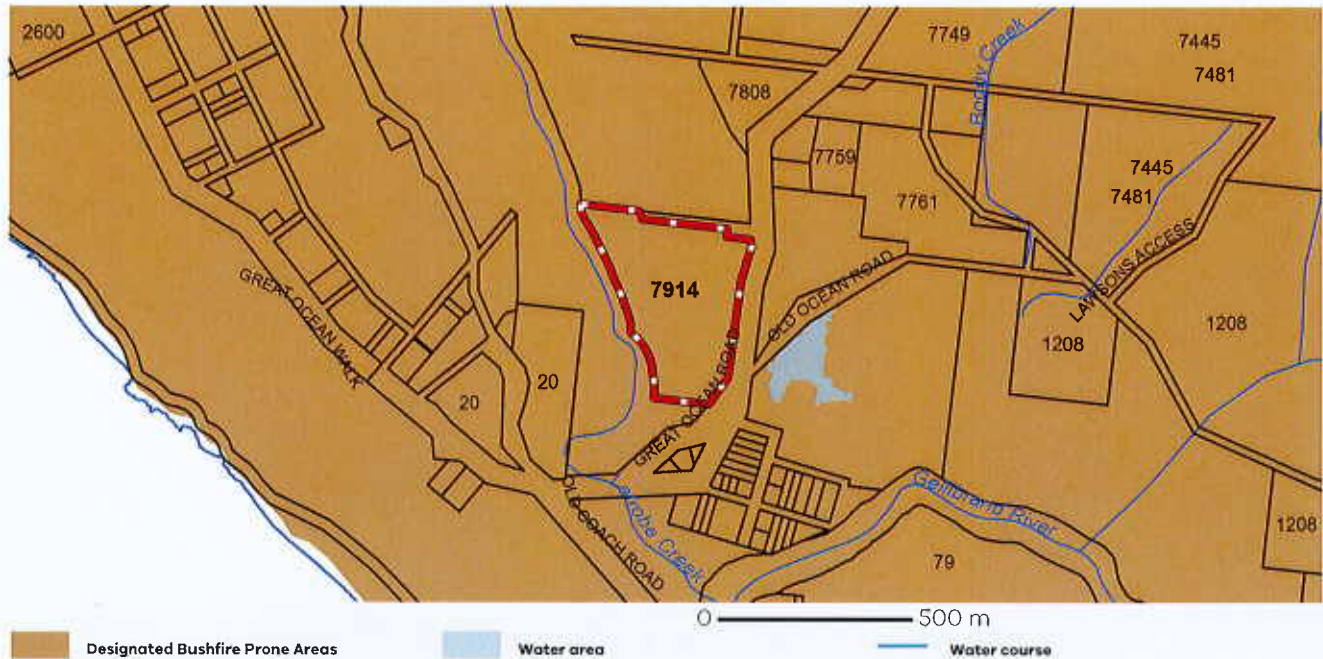
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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

Extractive Industry Work Authorities (WA)

All or parts of this property are within 500 metres of Extractive Industry Work Authorities (current).

On 22 March 2022, Amendment VC219 introduced changes to all planning schemes in Victoria to support the ongoing operation of extractive industry across Victoria and increase amenity protection for nearby accommodation in rural zones.

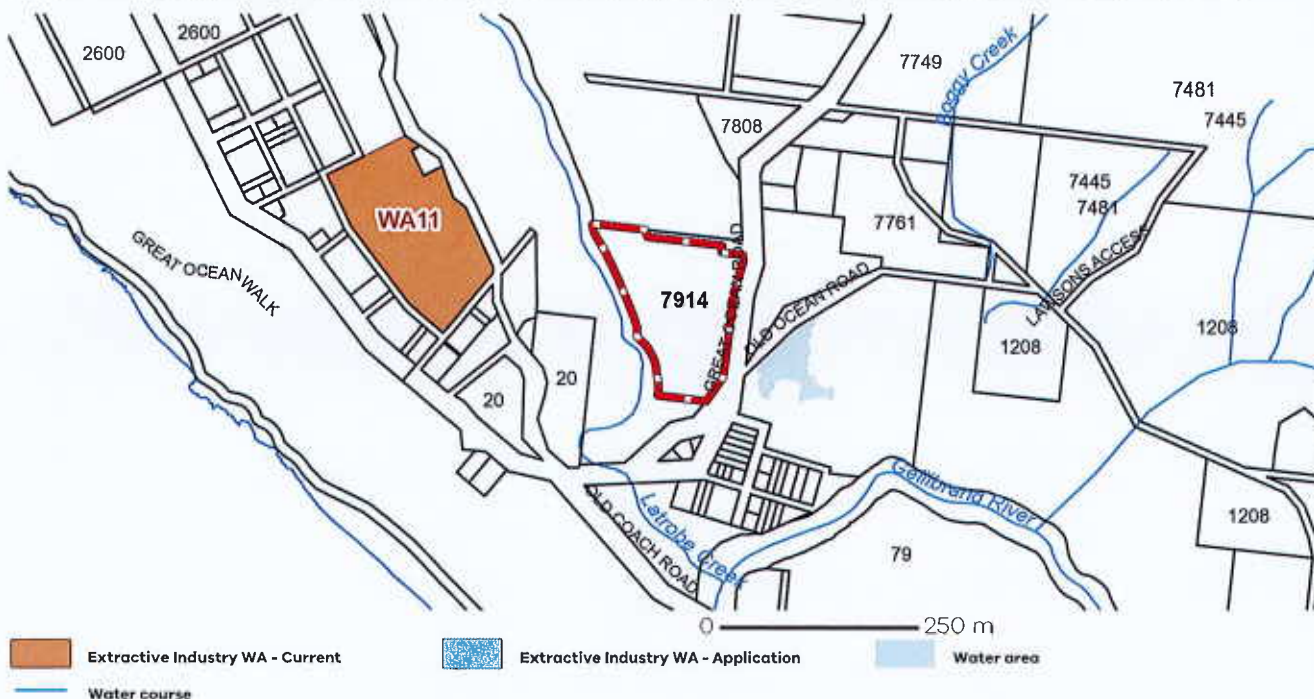
The amendment made changes to the Rural Living Zone, Green Wedge Zone, Green Wedge Zone A, Rural Activity Zone, Farming Zone and Rural Conservation Zone, introducing a permit requirement for accommodation and building and works associated with accommodation that is located within 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the Mineral Resources (Sustainable Development) Act 1990 (MRSD Act).

The Amendment also introduced new referral and notice requirements, and decision guidelines.

VicPlan mapping shows property information, including whether a work authority application has been made or approved under the MRSD Act.

Guidance on accessing work authority maps is detailed at the DELWP [Extractive Resources \(planning.vic.gov.au\)](https://planning.vic.gov.au) webpage.

Further information on extractive and mining activities in Victoria can be found on the [GeoVic - Earth Resources](https://www.geovic.vic.gov.au) website which is maintained by the Resources Branch within the Department of Jobs, Precincts and Regions. Limited information is available for unregistered users (anonymous user).



DATED

2023

OLIVER BRANDON JACK SHIRCORE

to

CONTRACT OF SALE OF REAL ESTATE

Property: 7914 Great Ocean Road, Princetown VIC

Prudential Conveyancing Services

109 Bromfield Street
COLAC VIC 3250
Tel: 0428 526 460
Email: christinewalsh12@bigpond.com
Ref: CW:AF:2023210