

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document is current as at 1 July 2024.

Section 32 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 purchase signed any contract.

Land LOT 4812 ON PLAN OF SUBDIVISION 818227L COMPRISED IN CERTIFICATE OF TITLE
VOLUME 12082 FOLIO 305

Property Address 8 HICKORY STREET WARRAGUL VIC 3820 (FORMERLY KNOWN AS 121 WILLANDRA
CIRCUIT WARRAGUL VIC 3820)

Vendor's name FAYE LORRAINE WHEELER

Signature  **Date** 5 / 09 / 2025

+ Vendor's name REGINALD NEVILLE GEORGE WHEELER

+ Signature  **Date** 05 / 09 / 2025

Purchaser's name _____

Signature _____ **Date** _____

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1. FINANCIAL MATTERS

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

☒ (a) Their total does not exceed: \$4,500.00

OR

☐ (b) Are contained in the attached certificate/s.

OR

☐ (c) Their amounts are:

Authority	Amount	Interest (if any)
(1) _____	(1) \$ _____	(1) \$ _____
(2) _____	(2) \$ _____	(2) \$ _____
(3) _____	(3) \$ _____	(3) \$ _____
(4) _____	(4) \$ _____	(4) \$ _____

☐ (d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$

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

\$ _____ To _____

Other particulars (including dates and times of payments):

1.3 Terms Contract

This section 1.3 only applies if this section 32 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.

☐ Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this section 32 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.

☐ Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

¹ Other than any GST payable in accordance with the contract.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this section 32 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.

- ☐ (a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.
OR
☐ (b) Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company: _____

Type of policy: _____ Policy no: _____

Expiry date: ____ / ____ / ____ Amount insured: _____

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.

- ☐ (a) Attached is a copy or extract of any policy of insurance required under the *Building Act 1993*.
OR
☐ (b) Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company: _____

Policy no: _____ Expiry date: ____ / ____ / ____

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- (a) ☒ Is in the attached copies of title document/s.

OR

- ☐ Is as follows:

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

Central Gippsland Region Water Corporation Deed of Agreement and Consent for Building Over
or Near Assets - Site plans indicate driveway over sewer connection.

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 under section 192A of the *Building Act 1993* if the square box is marked with an "X" ☐

3.4 Planning Scheme

- ☒ Attached is a certificate with the required specified information.
OR

- ☐ The required specified information is as follows:

- (a) Name of planning scheme _____
(b) Name of responsible authority _____
(c) Zoning of the land _____
(d) Name of planning 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:

☐ Are contained in the attached certificates and/or statements.

OR

☒ Are as follows:

None to the knowledge of the Vendors but the Vendors have no means of knowing of all
decisions of public authorities and government departments unless communicated directly to
the Vendors.

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:

Not applicable.

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:

Not applicable.

5. BUILDING PERMITS

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

☐ Are contained in the attached certificate.

OR

☒ Are as follows:

See General Annexure Item 1

~~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*.

☐ 6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

OR

☐ 6.2 Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

☐ 6.3 The owners corporation is an inactive owners corporation. ²

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

~~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*.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X" ☐

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC ☐
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) Any certificate of exemption from liability to pay a GAIC ☐
- (d) Any certificate of staged payment approval ☐
- (e) Any certificate of no GAIC liability ☐
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability ☐
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub -sections 7.2 (a) to (f) above ☐

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.

OR

☐ (b) General Law Title

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

- ☐ 9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

~~10. SUBDIVISION~~

10.1 Unregistered Subdivision

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

- ☐ (a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
OR
- ☐ (b) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

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 a 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:

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

- (d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

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.

- ☐ (a) Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered),
OR
- ☐ (b) Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

~~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 section 32 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 1 000m², (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):
- ☐ Are contained in the attached building energy efficiency certificate.
OR
- ☐ Are as follows:

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 section 32 statement but the checklist may be attached as a matter of convenience.)

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be automatically attached if ticked)

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed, and additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

See General Annexure Item 2

GENERAL ANNEXURE

General Annexure Item 1

Building Permit No. BS-L 34264/9473862316992 for construction of dwelling and garage dated 27 August 2021 - copy attached.
Occupancy Permit issued 17 March 2022 - copy attached.
Certificate of Insurance - copy attached.

General Annexure Item 2

Register Search Statement Volume 12082 Folio 305
Plan of Subdivision B18227L
Covenant PS818227L
Section 173 Agreement AL289081Q
Section 173 Agreement AS159632U
Section 173 Agreement AS164564F
Letter dated 23 February 2022 from Baw Baw Shire regarding change of address of property
Building Permit
Occupancy Permit
Certificate of Insurance
Central Gippsland Region Water Corporation Deed of Agreement and Consent for Building Over or Near Assets
Baw Baw Shire Rate Notice
Gippsland Water Account
Gippsland Water Asset Plan
Planning Certificate
Planning Property Report
Due Diligence Checklist



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

Page 1 of 2

VOLUME 12082 FOLIO 305

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LAND DESCRIPTION

Lot 4812 on Plan of Subdivision 818227L.

PARENT TITLES :

Volume 11581 Folio 242 Volume 12082 Folio 222

Created by instrument PS818227L 21/05/2019

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

FAYE LORRAINE WHEELER

REGINALD NEVILLE GEORGE WHEELER both of 8 HICKORY STREET WARRAGUL VIC 3820

AV777476H 24/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS818227L 21/05/2019

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

AGREEMENT Section 173 Planning and Environment Act 1987
AL289081Q 13/08/2014

AGREEMENT Section 173 Planning and Environment Act 1987
AS159632U 13/05/2019

AGREEMENT Section 173 Planning and Environment Act 1987
AS164564F 14/05/2019

DIAGRAM LOCATION

SEE PS818227L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 8 HICKORY STREET WARRAGUL VIC 3820

ADMINISTRATIVE NOTICES

NIL

eCT Control 23517E LODGEX LEGAL
Effective from 24/06/2022



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

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KENDAL AVENUE

**FIELDSTONE
AVENUE**

**WILLANDRA
CIRCUIT**

SKYLINE DRIVE

WIDE RANGE

BWL Beveridge Williams
development & environment consultants

Horrogu ph : 56232257
www.beveridgewilliams.com.au

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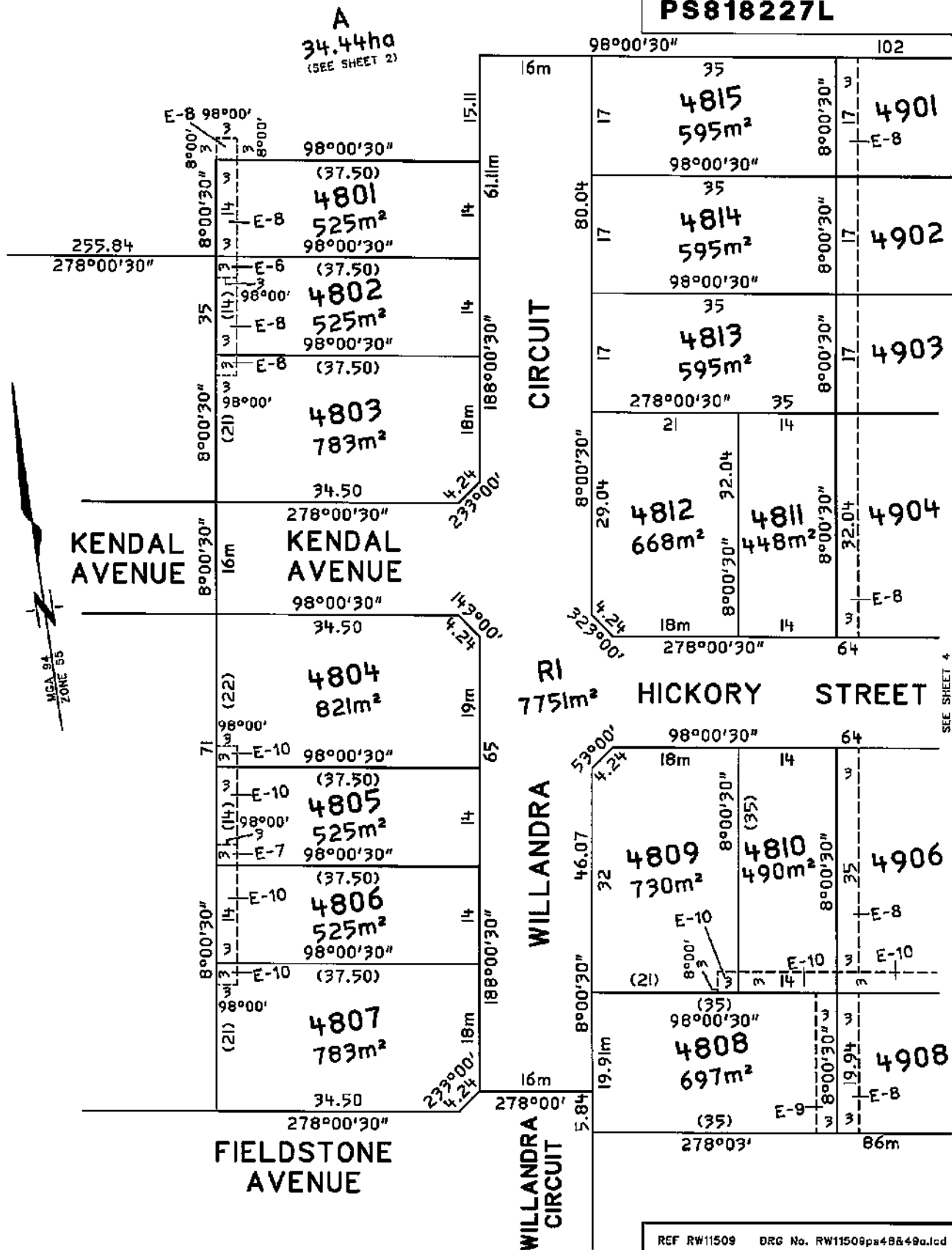
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Surveyor,
Surveyor's Plan Version (05),
29/03/2019, SPEAR Ref: S114527H

ORIGINAL SHEET
SIZE: A3

Digitally signed by:
Baw Baw Shire Council,
15/04/2019,
SPEAR Ref: S114527H

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Plan Number
PS818227L



Beveridge Williams
development & environment consultants

Warroqui ph : 56232257

www.beveridgewilliams.com.au

SCALE
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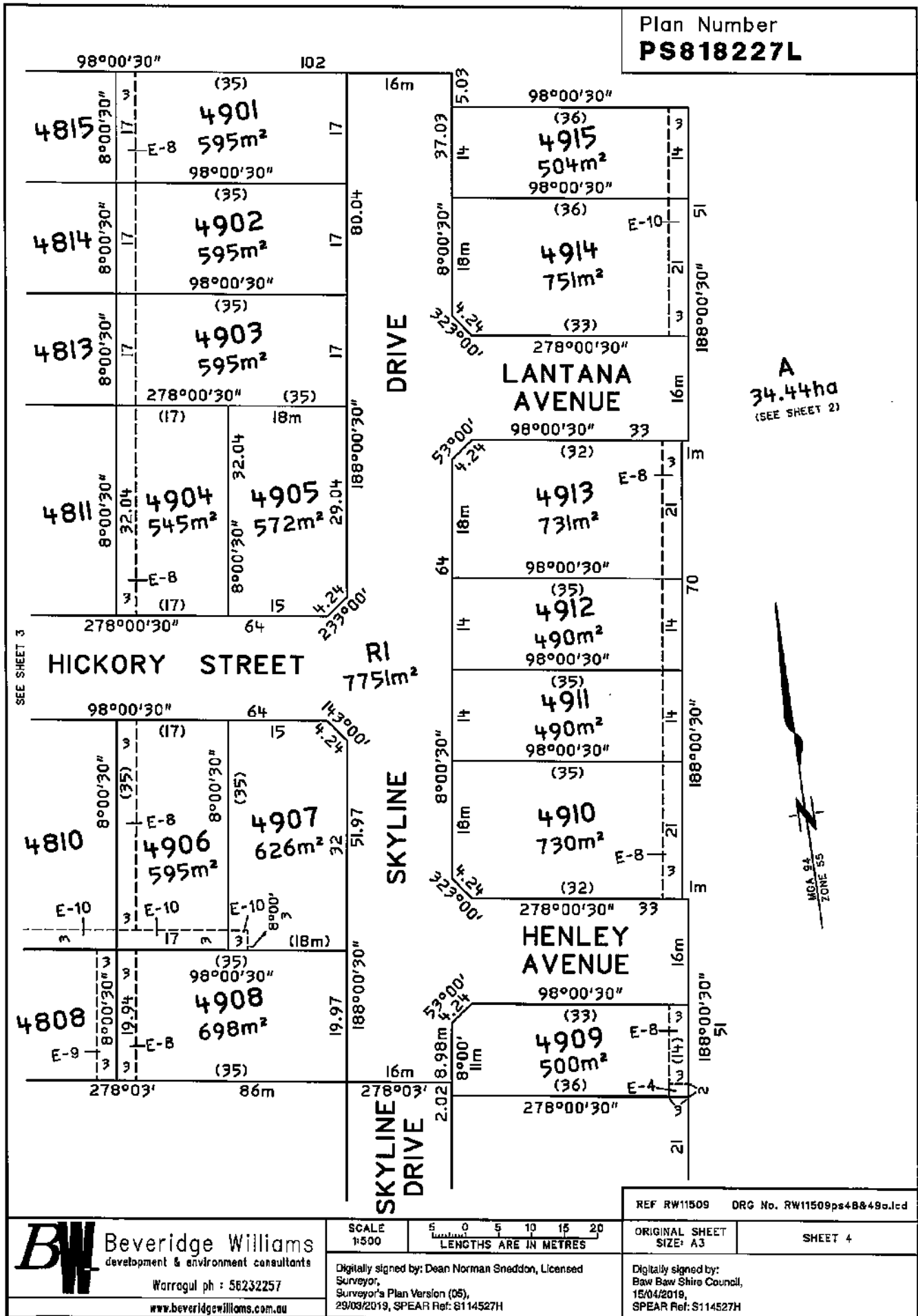
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Baw Baw Shire Council,
15/04/2019,
SPEAR Ref: S114527H



Plan Number
PS818227L

WATERFORD RISE ESTATE **CREATION OF RESTRICTION**

Upon registration of this plan the following restrictions is to be created.
Land to benefit: LOTS A, 4801 - 4815 & 4901 TO 4915 ON THIS PLAN
Land to be burdened: LOTS 4801 - 4815 & 4901 TO 4915 ON THIS PLAN

Description of Restriction No 1:

The registered proprietor for the time being of a burdened lot shall not:-

- (1) at any time build, construct, erect or cause, allow or allow to be built constructed or to remain on the burdened lot:
 - (a) more than one dwelling;
 - (b) any dwelling other than a dwelling:-
 - (i) with external walls constructed of materials of which no less than 30% is constructed of brick, brick veneer or masonry veneer or other texture coated material approved in writing by Baw Baw Developments Pty. Ltd.;
 - (ii) with a roof made of masonry, terracotta roof tiles or colour coated steel (excluding white colorbond and plain zinc finish) or other non-reflective material;
 - (iii) with fascia boards, trim and exposed metal work colour co-ordinated with the dwelling;
 - (iv) with a floor area excluding any garage, terrace, pergola or verandah, of more than:-
 - (A) 130 square metres if the Lot is 600 square metres or less in area;
 - (B) 150 square metres if the Lot is more than 601 square metres in area;
 - (v) which includes a double lock up garage or a double detached garage which is built in the same materials as the dwelling;
 - (vi) with any façade not identical to or similar to any dwelling within five Lots in all directions of the Lot including those lots on the opposite side of the street frontage and the façade having been approved in writing by Baw Baw Developments Pty. Ltd.;
 - (vii) set back not more than seven metres from the front boundary.
 - (c) any fence:-
 - (i) on the front boundary;
 - (ii) on the side boundary within 5 metres of the street frontage;
 - (iii) any side or rear fence other than a fence constructed 1.8 metres in height above the natural surface level and constructed of timber, with timber capping and exposed posts;
 - (d) any clothes line visible from outside the burdened lot;
 - (e) any split system cooling/heating units visible from outside the burdened lot;
 - (f) any evaporative cooling unit other than a low profile unit mounted on the roof below the ridgeline and coloured to match the roof material;
 - (g) any caravan, boat or trailer unless screened from view from outside the burdened lot;
 - (h) any retaining wall within 7 metres of the front boundary other than a retaining wall which is constructed of stamped or stencilled concrete, stone, rendered block or masonry and which is less than 1.2 metres in height.
 - (i) any driveway other than a driveway which is constructed of any material other than concrete pavers, coloured concrete, exposed aggregate concrete or stamped or stencilled concrete;
 - (j) any signage including for sale signage unless approved in writing by Baw Baw Developments Pty. Ltd. until after construction of a dwelling on the burdened lot;
 - (k) (i) erect any outbuilding having a floor area greater than 20 square metres unless constructed in the same materials as the dwelling constructed on the lot.
(ii) erect any outbuilding in front of the building alignment of any dwelling constructed on the Lot.
- (2) permit any excessive growth of grass or weeds on the burdened lot;
- (3) further subdivide the burdened Lot.

Restriction No 1 ends on the 30th June, 2028.

NOTE: Responsibility for the compliance with Restriction No 1 lies with the benefited land and not the Baw Baw Shire Council

 Beveridge Williams development & environment consultants Warragul ph : 56232257 www.beveridgewilliams.com.au		REF RW11509 DRG No. RW11508pa48&49a.led	
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FORM 18

Section 181 **R**

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

Planning and Environment Act 1987

AL289081Q

Lodged at the Land Titles office by:

Name: **WAKEFIELD & VOGRIG**

Phone:

Address:

Ref:

Customer Code: **2881A**



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

Land: C/T Volume 11377 Folio 352 being Lot B PS 647689V
C/T Volume 10989 Folio 542 being Lot 2 PS 604316/
C/T Volume ~~3456 Folio 032~~ being Lot 1 TP 753794

JB. 5874-706

Authority: (name and address) **Baw Baw Shire Council**
Civic Place
WARRAGUL VIC 3820

Section and Act under which agreement made: **Section 173 Agreement**
Planning & Environment Act
1987

A copy of the Agreement is attached to this Application.

Signature for the Authority: **PETER McWHINNEY**

Position held: **MANAGER STATUTORY PLANNING**

Name of Officer: **PETER McWHINNEY**

Date **5 SEPT 2012** **BAW BAW SHIRE COUNCIL**

THIS AGREEMENT is made the 5 day of SEPTEMBER 2012

BETWEEN

Baw Baw Shire Council
of
Civic Place Warragul
(hereinafter called "Council")
AND
Baw Baw Developments Pty Ltd
of
3 Napier Street, Warragul
&
Duncan Charles McNeil & Debra Joy McNeil
of
80 Pharaohs Road Warragul
(hereinafter called the "Owners")

AL289081Q



Whereas:

1. Baw Baw Developments Pty Ltd are the registered proprietors of: -
Volume ~~11377~~ Folio ~~352~~ being Lot B PS 647689V.

Duncan and Debra McNeil are the registered proprietors of:-
Certificate of Title Volume 10989 Folio 542 being Lot 2 PS 604316 and
Certificate of Title Volume ~~3456~~ Folio ~~632~~ being Lot 1 TP 753794 ?

JB 5874-706
(Lot B PS 647689V, Lot 1 TP 753794 and Lot 2 PS 604316 hereinafter called the
"Land").

2. The Council and the Owner have agreed to enter into an agreement under
Section 173 of the Planning and Environment Act 1987 to provide, as set out in
in the Council Resolution of the 25th November 2009 that: -
 - a) That Council agree to combine the application land under Planning Permit
PSB 0038/09 and Lots 1 and 2 PS 604316 and the balance of Lot 1 TP836466 and
Lot 2 TP 637827 to the north as shown on the application plan for the purpose of
making an appraisal of the five percent open space contribution across the whole.

Now this agreement witnesseth and the parties agree and covenant as follows:

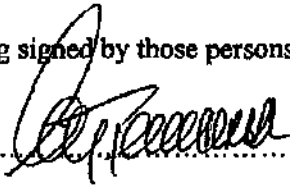
1. Without limiting the operation or effect which this Agreement otherwise has, the parties
acknowledge that this Agreement is made pursuant to the provisions of Section 173 of
the Planning and Environment Act 1987.
2. This Agreement shall come into force immediately upon execution by all parties hereto
and shall run with the "Land".
3. The Owner covenants that it will bring this Agreement to the attention of all purchasers,
mortgagees, transferees and assignees of the "Land".
4. Each of the parties hereto shall respectively sign and execute all such further documents
and deeds and do all acts and things as the other party shall reasonably require for
completely effectuating this Agreement.

5. The Council covenants with the Owner:
 - a) That for any future Planning Application of the "Land", no Public Open Space Contribution will be required except for the areas within the "Land" shown as Public Open Space on the endorsed plan for PSB 0038/09A.
6. The Owner covenants that it will prepare or cause to be prepared an application under Section 181 of the Planning and Environment Act 1987 to enable the registration of this Agreement at the Land Registry and the Owner further agrees to pay (on request) the Council's costs and expenses in connection with this agreement including anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the owners excepting the cost of any unsuccessful enforcement action.
7. The Owner covenants that it will as soon as practicable upon the formation of this Agreement take all steps reasonably necessary to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Planning and Environment Act 1987 so that it shall run with the "Land".
8. Whenever herein the word "Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the whole or part of the "Land".

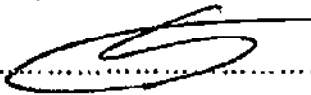
EXECUTED AS A DEED

Executed by **Baw Baw Developments Pty Ltd** by being signed by those persons who are authorised to sign for the company.

Full Name **Gary William Tomasetti**
Usual Address **20 Bell Park Close**
Warragul 3820

Director.....

Full Name **John David Castle**
Usual Address **Murdie Road**
Warragul 3820

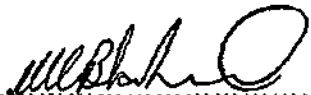
Director.....

Executed By:

Full Name **Duncan Charles McNeil**
Usual Address **80 Pharaohs Road**
Warragul 3820

..... x DCM

In the presence of:

..... x witness

And

Full Name **Debra Joy McNeil**
Usual Address **80 Pharaohs Road**
Warragul 3820

..... x DSM

In the presence of:

..... x witness

AL289081Q

13/08/2014 \$116.50 173



AL289081Q

13/08/2014 \$116.50 173



Signed on behalf of Baw Baw Shire Council)

By Melissa Harris

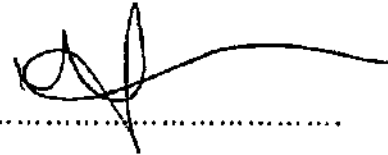
Director of Growth & Development)

Pursuant to Instrument of Delegation)

Dated 16 DECEMBER 2011 In the presence of:)


.....

Witness


.....



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**Application by a responsible authority for the
making of a recording of an agreement
Section 181 Planning and Environment Act 1987**

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Lodged by

Name: HWL EBSWORTH LAWYERS
Phone: 8644 3421
Address: LEVEL 26, 530 COLLINS STREET, MELBOURNE
Reference: DV: KM: 906046
Customer code: 985X

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

Land:(volume and folio)

VOLUME 11377 FOLIO 352
VOLUME 10989 FOLIO 542
VOLUME 05874 FOLIO 706

Responsible authority:(full name and address, including postcode)

BAW BAW SHIRE COUNCIL of 1 Civic Place, Warragul, 3820

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 (VIC)

A copy of the agreement is attached to this application:

YES

Signing:

35271702A

181PEA

Page 1 of 2

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Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

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**Application by a responsible authority for the
making of a recording of an agreement
Section 181 Planning and Environment Act 1987**

Privacy Collection Statement

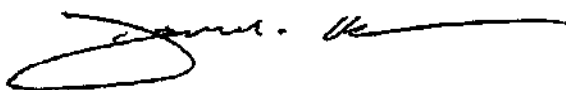
The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Certifications

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

Executed on behalf of **Baw Baw Shire Council**
Signer Name **DAVID VORCHHEIMER**
Signer Organisation **HWL EBSWORTH LAWYERS**
Signer Role **AUSTRALIAN LEGAL PRACTITIONER**

Signature



Execution Date

9 MAY 2017.

35271702A

181PEA

Page 2 of 2

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Deed of Agreement

**Under s173 of the
Planning and Environment Act 1987**

Baw Baw Shire Council

and

Baw Baw Developments Pty Ltd

and

Duncan Charles McNeil

and

Debra Joy McNeil

Ref: DV:KM:906046

Doc ID 631014383/v1

Level 26, 550 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia) +61 3 9034 3257 (International)
hwlebsworth.com.au

AS159632UHWL
EBSWORTH
LAWYERS**Table of contents**

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Deed of Agreement

Date

7/5/2019

Parties

Baw Baw Shire Council

of 1 Civic Place, Warragul, Victoria 3820

(Council)

Baw Baw Developments Pty Ltd

of 3 Napier Street, Warragul, Victoria 3820

(Owner)

Duncan Charles McNeil

of Pharaohs Road, Warragul, Victoria 3820

(Owner)

Debra Joy McNeil

of Pharaohs Road, Warragul, Victoria 3820

(Owner)

Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land, which is the land over which this Agreement is intended to be registered.
- C. On 27 January 2016 Council Issued Planning Permit No. PLA0345/14 (Planning Permit) allowing the Subject Land to be developed in accordance with the Planning Permit and endorsed plans.
- D. Condition 6 of the Planning Permit states that:

Prior to the issue of a Statement of Compliance, the owner of the land must enter into an Agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987. The cost of the preparation, lodgement and registration of the Agreement and any subsequent amendment, enforcement, removal or other dealing associated with the Agreement shall be borne totally by the owner of the land. The Agreement must be registered on the certificate of title for the land. Evidence of the registration of the agreement must be provided to the Responsible Authority prior to the issue of a Statement of Compliance.

The Agreement shall include the following details :

- a) *Unless with the written consent of the Responsible Authority, all fencing within 3 metres of boundaries abutting roads or reserves to be no higher than 1.2 metres.*
- b) *Unless with the written consent of the Responsible Authority, all boundary fencing along the northern and western edge of the overall subdivision must be at least 50% visually permeable and no higher than 1.2 metres.*
- c) ****DELETED****
- d) ****DELETED****
- e) *No single level concrete slab construction shall be used for any dwelling on a lot with a gradient of 20% or more unless with the written consent of the Responsible Authority.*
- f) *prior to the issue of a statement of compliance for the subdivision, the owner of the land will pay Council the amount specified in the Public Infrastructure Plan approved under planning permit PLA0345/14;*
- g) *prior to the issue of a Building Permit for the development of each dwelling the owner will pay a community infrastructure levy in accordance with the relevant Development*

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Contribution Plan Overlay Schedule to the Responsible Authority;

- h) any contributions made in accordance with (a) and (b) will satisfy all future development and community contributions under the Planning and Environment Act, 1987 which may be levied in respect of the land ;*
- i) the Public Infrastructure Plan approved under Planning Permit PLA0345/14 will be implemented; and*
- j) prior to the commencement of any DCP works, the timing of any payments to be made to a person in respect of any infrastructure project shall be subject to written agreement between that person and Council.*

- E. This Agreement addresses condition 6(a), (b), (e) and (g) of the Planning Permit.

At the date of this Agreement, the Subject Land is encumbered by Mortgages as listed in column two to annexure 1 to this Agreement. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

- F. At the date of this Agreement, the Subject Land is affected by the Agreements listed at column three to annexure 1 to this Agreement.

- G. The Parties have agreed to enter into this Agreement:

- a. to give effect to the requirements of the Planning Permit; and
- b. to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act

means the *Planning and Environment Act 1987* (Vic).

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Agreement	means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.
Building Permit	means a Building Permit pursuant to Part 3 of the <i>Building Act 1993</i> .
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Community Infrastructure Levy	means the community infrastructure levy specified in clause 4 of this Agreement that is required to be paid in respect of each Dwelling in accordance with this Agreement.
Development	means the development of the Subject Land in accordance with the Planning Permit.
Dwelling	has the same meaning as defined in the Planning Scheme.
Endorsed Plans	means the plans endorsed pursuant to the Planning Permit.
Development Contributions Plan Overlay - Schedule 1	means Development Contributions Plan Overlay - Schedule 1 to clause 45.06: Development Contributions Plan Overlay of the Planning Scheme.
Development Contributions Plan	means the Development Contributions Plan associated with Development Contributions Plan Overlay - Schedule 1.
Indexation	means a the Indexation as set out in Development Contributions Plan Overlay Schedule 1 and the associated Development Contributions Plan.
Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Mortgagee	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Subject Land or any part of it.

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Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of it and includes a Mortgagee-in-possession.
Overall Subdivision	means the first and second release, collectively, of Waterford Rise as shown on sheet 2 of the Endorsed Plans.
Party or Parties	means the Owner and Council under this Agreement as appropriate.
Planning Permit	means the Planning Permit referred to in Background C of this Agreement as amended from time to time.
Planning Scheme	means the Baw Baw Planning Scheme and any other Planning Scheme which applies to the Subject Land.
Residential Lot	means a house lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a single dwelling.
Statement of Compliance	means a Statement of Compliance under the <i>Subdivision Act 1998</i> .
Subject Land	means the land described at Annexure 1 to this Agreement and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.
VCAT	means the Victorian Civil and Administrative Tribunal.

1.2 Interpretation

- (a) In this document, unless the context otherwise requires:
- (i) The singular includes the plural and vice versa.
 - (ii) A reference to a gender includes a reference to each other gender.
 - (iii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - (iv) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
 - (v) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

- (vi) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- (vii) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- (viii) Headings are for guidance only and do not affect the interpretation of this Agreement.
- (b) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
 - (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
 - (ii) if the Subject Land is subdivided further, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

2. Owner's obligations

- (a) The Owner covenants and agrees that, unless with the prior written consent of the Responsible Authority;
 - (i) all fencing within 3 metres of boundaries abutting roads or reserves to be no higher than 1.2 metres;
 - (ii) all boundary fencing along the northern and western edge of the Overall Subdivision must be at least 50% visually permeable and no higher than 1.2 metres;
 - (iii) no single level concrete slab construction shall be used for any dwelling on a lot with a gradient of 20% or more;
- (b) prior to the issue of a Building Permit for the Development of each Dwelling the Owner will pay a Community Infrastructure Levy in accordance with the relevant Development Contribution Plan Overlay Schedule 1 (plus Indexation) to the Responsible Authority.

3. Council Access

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

4. Community Infrastructure Levy

4.1 The Owner covenants and agrees that:

- (a) the Community Infrastructure Levy is to be indexed in accordance with the Indexation pursuant to this Agreement;
- (b) if the Community Infrastructure Levy is not paid by time a Building Permit issues, it will until paid accrue interest at the rate being the penalty rate prescribed in the *Penalty Interest Rates Act 1983*; and
- (c) the Community Infrastructure Levy and any interest which accrues on it will be a debt by the Owner to Council until paid.

4.2 Council acknowledges that payment of the Community Infrastructure Levy represents a discharge by the Owner of any obligation to pay any further levy imposed for the purposes of community infrastructure as set out at Part 3B of the Act.

5. Indemnity

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

6. Further obligations

6.1 Notice and registration

The Owner will bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land.

6.2 Giving effect to this Agreement

The Owner will do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

6.3 Recording by Registrar of Titles

The Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with s181 of the Act and do all things necessary to enable Council

to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

6.4 Council's costs to be paid

- (a) The Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.
- (b) If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

7. Agreement under Section 173 of the Act

7.1 Agreement under the Act

Council and the Owner agree without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

8. Owner's warranties

8.1 Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person which has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

9. Successors in title

9.1 Successors in title

Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

10. Notices

10.1 Service

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

- (a) by delivering it personally to that Party;
- (b) by sending it by prepaid post addressed to that Party at the address set out in this Agreement or subsequently notified to each Party from time to time; or
- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending Party by hand delivery or prepaid post.

10.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the next following business day
- (b) if posted, on the expiration of two business days after the date of posting, or
- (c) if sent by facsimile, on the next following business day unless the receiving Party has requested retransmission before the end of that business day.

11. Alternative Dispute Resolution

11.1 Referral to VCAT

In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the VCAT for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the VCAT pursuant to the Act, that matter will be referred for arbitration agreed upon in writing by the parties, or, in the absence of agreement, the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia, or his nominee, for arbitration.

11.2 Section 149 of the Act

Wherever provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers or any public authority and a dispute arises in relation to that matter, the dispute will be referred to VCAT in accordance with Section 149 of the Act.

11.3 Legal Representation

The parties will be entitled to legal representation for the purposes of any arbitration or referral referred to in sub-clauses 10.1 and 10.2 and, unless the Arbitrator, Chairman, Nominee or the Tribunal otherwise directs, each party will bear its own costs in relation to it.

12. Miscellaneous

12.1 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

12.2 Default

- (a) If the Owner fails to comply with the provisions of this Agreement, Council may serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.
- (b) If the alleged default continues for 30 days after the service of such notice, Council may, by its officers, employees, agents and contractors, enter the Subject Land and ensure that the works, matters and things are carried out.
- (c) The costs incurred by the Council in undertaking the works as a result of the Owner's default will be payable by the Owner.

12.3 Ending of Agreement

This Agreement ends on the date that the Council issues a letter confirming that the Owner has complied with all of its obligations under this Agreement.

12.4 Multiple lots

If this Agreement relates to more than one lot and the Owner of that lot has complied with all of the obligations in relation to that lot, the Owner of that lot may request Council to end this Agreement in relation to that lot.

12.5 Application to Registrar

As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under s183(2) of the Act to cancel the recording of this Agreement on the register.

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12.6 No fettering of Council's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

12.7 No waiver

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

12.8 Severability

- (a) If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.
- (b) Clause 12.8(a) will not apply if to do so will materially affect the commercial arrangement formed by this Agreement.

12.9 Proper law

This Agreement is governed by and the Owner submits to the laws of the State of Victoria.

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LAWYERS

Annexure 1

Subject Land				Mortgages	Agreements
Address	Volume	Folio	Lot Plan		
80 Pharaohs Road, Warragul, Victoria 3820	10989	542	Lot 2 on PS 604316F	Australia and New Zealand Banking Group Ltd number U662428B	Agreement pursuant to section 173 of the <i>Planning and Environment Act 1987</i> with the dealing number AE826210C Agreement pursuant to section 173 of the <i>Planning and Environment Act 1987</i> with the dealing number AL289081Q
80 Pharaohs Road, Warragul, Victoria 3820	05874	706	Lot 1 on TP 753794T	Not applicable	Agreement pursuant to section 173 of the <i>Planning and Environment Act 1987</i> with the dealing number AL289081Q
Princes Highway Warragul, Victoria 3820	11377	352	Lot B on PS 647689V		Agreement pursuant to section 173 of the <i>Planning and Environment Act 1987</i> with the dealing number AL289081Q.

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LAWYERS

Annexure 2

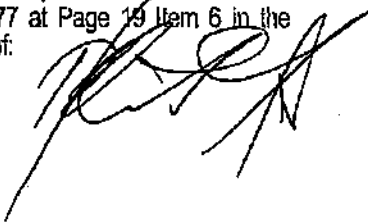
Mortgagee's Consent

Australia and New Zealand Banking Group Ltd as Mortgagee of registered Mortgage No U662428B consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement as if it were the Owner of the Subject Land.

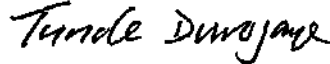
Executed by AUSTRALIA AND NEW
ZEALAND BANKING GROUP LIMITED
ABN 11 005 357 522 by being SIGNED
by its Attorney



Under the Power of Attorney Dated
28/04/2005 a certified copy of which is
filed in the permanent order Book
Number 277 at Page 19 Item 6 in the
presence of:



AUSTRALIA AND NEW ZEALAND
BANKING GROUP LIMITED ABN 11 005
357 522 by its Attorney



Who holds office as employee of the
ANZ for the time being of Australia and
New Zealand Banking Group Ltd in Victoria

AS159632U

HW
EBSWORTH
LAWYERS

Executed as a deed

SIGNED, SEALED AND DELIVERED by)
and on behalf of **Baw Baw Shire Council** by)
Yasmin Woods, Director Planning &
Development, pursuant to the Instrument of
Delegation dated 12 December 2018 in the
presence of:



Witness Signature



Talea Leunerts

Witness Name

**Executed by Baw Baw Developments Pty
Ltd ACN 103 394 618** in accordance with
section 127 of the *Corporations Act 2001*
(Cth) by:



Signature of Director



Signature of Director/Company Secretary

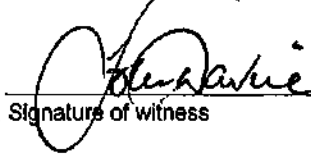
MICHAEL THOMAS BLACKWOOD

Full name (print)

GARY WILLIAM TOMASETTI

Full name (print)

**Signed, sealed and delivered by Duncan
Charles McNeil** in the presence of:



Signature of witness



Signature of Duncan Charles McNeil

John M Davine
of 41 Gladstone Street Warragul
Full name of witness (print) Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform
Law (Victoria)

Address of witness (print)

AS159632U

HW
EBSWORTH
LAWYERS

Signed, sealed and delivered by Debra
Joy McNeill in the presence of:



Signature of witness



Signature of Debra Joy McNeill

Full name of witness (print) John M Davine
of 41 Gladstone Street Warragul
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform
Law (Victoria)

Address of witness (print)



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AS164564F

**Application by a responsible authority for the
making of a recording of an agreement
Section 181 Planning and Environment Act 1987**

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Lodged by

Name: HWL EBSWORTH LAWYERS
Phone: 8644 3421
Address: LEVEL 26, 530 COLLINS STREET, MELBOURNE
Reference: DV: KM: 906046
Customer code:

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

Land:(volume and folio)

VOLUME 11377 FOLIO 352

Responsible authority:(full name and address, including postcode)

BAW BAW SHIRE COUNCIL

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 (VIC)

A copy of the agreement is attached to this application:

YES

Signing:

35271702A

181PEA

Page 1 of 2

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**Application by a responsible authority for the
making of a recording of an agreement
Section 181 Planning and Environment Act 1987**

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Certifications

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

Executed on behalf of

Baw Baw Shire Council.

Signer Name

DAVID VORCHHEIMER

Signer Organisation

HWL EBSWORTH LAWYERS

Signer Role

AUSTRALIAN LEGAL PRACTITIONER

Signature

[Handwritten Signature]
6/5/2019

Execution Date

35271702A

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Page 2 of 2

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Deed of Agreement

**Under s173 of the
Planning and Environment Act 1987**

Baw Baw Shire Council

and

Baw Baw Developments Pty Ltd

Certificate of Title:

Volume 11377 Folio 352 being lot B on PS 647689V

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Deed of Agreement

Date 13th Day of May 2019

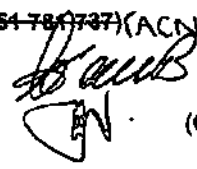
Parties

Baw Baw Shire Council

of 1 Civic Place, Warragul, Victoria 3820

(Council)

Baw Baw Developments Pty. Ltd. (ABN 32 954 781 737) (ACN 103 394 618)
of 3 Napier Street, Warragul VIC 3820


(Owner)

Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land, which is the land over which this Agreement is intended to be registered.
- C. Council issued Planning Permit No. PLA0345/14 on 27 January 2016 (Planning Permit). The Planning Permit allowed the Subject Land to be developed in accordance with the Planning Permit and endorsed plans.
- D. Condition 6 of the Planning Permit provides that:
'Prior to the issue of a Statement of Compliance, the owner of the land must enter into an Agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987. The cost of the preparation, lodgement and registration of the Agreement and any subsequent amendment, enforcement, removal or other dealing associated with the Agreement shall be borne totally by the owner of the land. The Agreement must be registered on the certificate of title for the land. Evidence of the registration of the agreement must be provided to the Responsible Authority prior to the issue of a Statement of Compliance.'

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The Agreement shall include the following details:

- a) *Unless with the written consent of the Responsible Authority, all fencing within 3 metres of boundaries abutting roads or reserves to be no higher than 1.2 metres.*
- b) *Unless with the written consent of the Responsible Authority, all boundary fencing along the northern and western edge of the overall subdivision must be at least 50% visually permeable and no higher than 1.2 metres.*
- c) ****DELETED****
- d) ****DELETED****
- e) *No single level concrete slab construction shall be used for any dwelling on a lot with a gradient of 20% or more unless with the written consent of the Responsible Authority.*
- f) *prior to the issue of a statement of compliance for the subdivision, the owner of the land will pay Council the amount specified in the Public Infrastructure Plan approved under planning permit PLA0345/14;*
- g) *prior to the issue of a Building Permit for the development of each dwelling the owner will pay a community infrastructure levy in accordance with the relevant Development Contribution Plan Overlay Schedule to the Responsible Authority;*
- h) *any contributions made in accordance with (a) and (b) will satisfy all future development and community contributions under the Planning and Environment Act, 1987 which may be levied in respect of the land;*
- i) *the Public Infrastructure Plan approved under Planning Permit PLA0345/14 will be implemented; and*
- j) *prior to the commencement of any DCP works, the timing of any payments to be made to a person in respect of any infrastructure project shall be subject to written agreement between that person and Council.'*

E. Condition 7 of the Permit states:

'Prior to the issue of Statement of Compliance for the subdivision, a Development Contributions levy must be paid to the Responsible Authority in accordance with the Section 173 Agreement.

The Responsible Authority may, at its discretion, accept works or land in lieu or partially in lieu of a cash contribution provided such achieves in full or part a project identified in the Developer Contributions Plan for this locality. The value of the works or land contribution must be assessed by an independent valuer, acceptable to both parties.

Payment of the levy may be deferred at the Responsible Authority's discretion subject to the owner entering into an agreement pursuant to Section 173 of the Planning and Environment Act 1987 to pay the levy at an alternative date agreed with the Responsible Authority and subject to annual adjustment using the formula specified in the schedule to Clause 45.06 of the Baw Baw Planning Scheme.'

-
- F. The Subject Land is within the area affected by Development Contributions Plan Overlay - Schedule 1 (DCPO1) and Development Contributions Plan Overlay - Schedule 2 (DCPO2) pursuant to the Planning Scheme, which requires the Owner to make contributions towards Infrastructure. Council is the Collecting Agency and the Development Agency pursuant to the Act for both DCPO1 and DCPO2.
- G. A Public Infrastructure Plan (PIP) has been approved under the Planning Permit.
- H. The Owner agrees to deliver Infrastructure Projects, or otherwise to pay DCP Levies to Council, in accordance with this Agreement.
- I. At the date of this Agreement, the Subject Land is affected by the Agreements listed at column three to Schedule 2 to this Agreement.
- J. The Parties have agreed to enter into this Agreement:
- (i) to give effect to the requirements of the Planning Permit;
 - (ii) to provide for Infrastructure Projects and the DCP Levy for the Subject Land; and
 - (iii) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

This deed witnesses that in consideration of, amongst other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act	means the <i>Planning and Environment Act 1987</i> (Vic).
Agreed Project Cost	means the cost of the Infrastructure Project identified in the endorsed PIP and tables 11 and 12 of DCP2 plus Indexation..

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Agreement	means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.
Allotment	means a Lot developed for residential or commercial purposes.
Approved Plans	means the plans for an Infrastructure Project that are approved by Council pursuant to clause 5.6(a)(ii) of this Agreement on the basis of the Designs.
Bank Guarantee	means a bank guarantee or other form of security to the satisfaction of Council in the amount set out in clause 7 of this Agreement.
Building Permit	means a building permit under the <i>Building Act 1993</i> .
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Certificate of Practical Completion	means a written certificate issued by Council in its capacity as the Development Agency for an Infrastructure Project stating that an Infrastructure Project or a specified stage of the Infrastructure Project has been completed to the satisfaction of Council.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Collecting Agency	has the same meaning as in the Act.
Community Infrastructure Levy	has the same meaning as in the Act.
Construction Procedure	means the construction procedure contained in Schedule 1 to this Agreement.
Construction Supervision Fee	means a fee payable to Council by the Owner for the supervision of the Works which is payable in accordance with, and at the rate specified pursuant to, section 17(2) of the <i>Subdivision Act 1988</i> .

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Credit	means any credit that is attributable to the Owner's outstanding liability to pay contributions under the DCPO2 as a result of the Owner providing Project Land or delivering DCP Items in lieu of the DCP2 Levy
Current Address	means: (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.
Current Email	means: (a) for Council, bawbaw@bawbawshire.vic.gov.au or any other email address listed on Council's website; and (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.
DCP Item	means an Infrastructure Project that is identified in the DCPO2 and DCP2.
DCP Levy	means the: (a) Development Infrastructure Levy Contribution payable under DCPO1; or (b) Development Infrastructure Levy Contribution payable under DCPO2 as applicable to the Subject Land.
DCPO1	means Development Contributions Plan Overlay - Schedule 1 pursuant to the Planning Scheme.
DCPO2	means Development Contributions Plan Overlay - Schedule 2 pursuant to the Planning Scheme.
Designs	means the detailed design and engineering plans and specifications for an Infrastructure Project that are submitted to

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Council pursuant to clause 5.6(a) of this Agreement.

Development	means the development of the Subject Land in accordance with the Planning Permit.
Development Contribution Levy	means the Development Contributions Levy as defined in the Act.
Development Infrastructure Levy	means the Development Infrastructure Levy as defined in the Act.
Developer Works	means those Infrastructure Projects that are identified as such in the PIP, do not fall within DCP1 or DCP2 and are the responsibility of the Owner.
Development Agency	has the same meaning as in the Act.
Development Contributions Plan 1 or DCP1	means the Development Contributions Plan incorporated into the Scheme pursuant to DCPO1.
Development Contributions Plan 2 or DCP2	means the Warragul Development Contributions Plan dated September 2014 and Amended June 2017 (as amended from time to time) incorporated into the Planning Scheme pursuant to DCPO2.
Development Infrastructure Levy	has the same meaning as in the Act.
Indexation	(a) means a quarterly adjustment to an amount carried out in accordance with the methods set out in the DCPO1 or DCPO2 as appropriate; or (b) an adjustment to land value in accordance with the methodology specified in the DCP1 or DCP2 as appropriate.
Infrastructure Project	means a project which may be delivered by the Owner under this Agreement, identified in the PIP.

Intellectual Property	means all current and future intellectual property rights in respect of copyright, trade marks, patents, designs, rights in relation to confidential information, trade secrets, know how, manners of manufacture, formulas, inventions, databases, get up and all other rights falling within the scope of this term whether arising by common law, equity or statute.
Localised Infrastructure	means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility.
Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Lot	means a part (consisting of one or more pieces) of any land to be developed for residential or commercial purposes (except a road, a reserve, or common property) shown on a plan, which can be disposed of separately and includes a unit or accessory unit on a registered plan of strata subdivision and a lot or accessory lot on a registered cluster plan and upon which a DCP Levy is payable and excludes: (c) a Staged Lot; (d) a lot created to facilitate the installation of essential services; (e) a lot excised for the purposes of any works or installations required by the Responsible Authority or any other Authority; (f) a lot or any other portion of the Land excised as required by the Responsible Authority or any other authority for any public purposes, including but not limited to: (i) a public open space; any other purposes which will actually or effectively encumber the portion of the Land or lot excised so that its developable area is substantially reduced.
Maintenance Period	means 12 months from the day of issue of the Certificate of Practical Completion or as otherwise required by the Responsible Authority.

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Milestone	means the Milestone for the Completion of the Infrastructure Project as set out in the PIP.
Mortgagee	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Subject Land or any part of it.
Over Provision	means where Council, as the Collecting Agency, agrees that the Owner can provide an Infrastructure Item in accordance with clause 2.3 of this Agreement and the cost of the Infrastructure Item exceeds the Agreed Project Cost for that Item,
Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of it and includes a Mortgagee-in-possession.
Party or Parties	means the Owner and Council under this Agreement as appropriate.
PIP	means the Public Infrastructure Plan that is endorsed under the Planning Permit.
Plan Checking Fee	means a fee payable to Council by the Owner for the review and consideration of the Designs and which is payable in accordance with, and at the rate specified pursuant to, the <i>Subdivision Act 1988</i> .
Plan of Subdivision	means the plan or plans of subdivision that subdivide the Land into Lots.
Planning Permit	means the planning permit referred to in Recital C of this Agreement.
Planning Scheme	means the Baw Baw Planning Scheme and any other Planning Scheme which applies to the Subject Land.
Project Land	means the land area (in hectares) required to facilitate the Infrastructure Project as defined in DCP2, including neighbourhood parks, but does not include land that forms part of an open space contribution pursuant to the Planning Scheme or

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Subdivision Act 1988.

Public Infrastructure Plan (PIP)	means the Public Infrastructure Plan approved under the Planning Permit.
PSP	means the Warragul Precinct Structure Plan Precinct Structure Plan applying to the Subject Land as amended from time to time.
Residential Lot	means a house lot or multi dwelling lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a single dwelling or for multiple dwellings and where a Residential Lot is proposed for multiple dwellings, for the purpose of calculating the quantum of the Community Infrastructure Levy it shall be deemed that a Residential Lot comprises 1 dwelling.
Schedule	means a schedule to this Agreement.
Stage	is a reference to a stage of subdivision of the Subject Land.
Staged Lot	means a lot that will be further subdivided to create Lots.
Statement of Compliance	means a Statement of Compliance under the <i>Subdivision Act 1988</i> .
Subject Land	means the land described at Schedule 2 to this Agreement and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.
Value of Project Land	means the value of land required for an Infrastructure Project as defined in DCP2.
VCAT	means the Victorian Civil and Administrative Tribunal.
Works	has the same meaning as in the Act.
Works in Kind	means an Infrastructure Project undertaken by the Owner in accordance with clause 2.3, clause 4 and clause 5 of this Agreement

1.2 Interpretation

- (a) In this document, unless the context otherwise requires:
 - (i) The singular includes the plural and vice versa.
 - (ii) A reference to a gender includes a reference to each other gender.
 - (iii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - (iv) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
 - (v) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
 - (vi) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
 - (vii) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
 - (viii) Headings are for guidance only and do not affect the interpretation of this Agreement.
- (b) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
 - (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
 - (ii) if the Subject Land is subdivided further, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

2. Owner's obligations

2.1 Payment of Development Contribution Plan Levies

The Owner covenants and agrees that:

- (a) prior to the issue of a Statement of Compliance for the subdivision of each Stage of the Development, the Owner will pay to Council, the Agreed Project Cost of items in the PIP required for that Stage of Development;

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- (b) prior to the issue of a Statement of Compliance for the subdivision of each Stage of the Development, the Owner will pay to the Council the DCP Levy including any Indexation in accordance with DCPO1 as appropriate and as required by this Agreement; and
- (c) prior to the issue of a Statement of Compliance for the subdivision of each Stage of the Development, the Owner will pay to Council, the DCP Levy including any Indexation in accordance with DCPO2 as appropriate and as required by this Agreement.

2.2 Implementation of PIP

The Owner covenants and agrees that:

- (a) subject to this Agreement, the Owner will implement the PIP as applicable to the Subject Land and will deliver the Infrastructure Projects and Developer Works as set out in PIP including but not limited to the Milestone for the Infrastructure Projects and Developer Works;
- (b) prior to the issue of a Statement of Compliance for the last Stage of the subdivision and Development, the Owner must have implemented the PIP to the satisfaction of Council;
- (c) should the Owner construct any of the Infrastructure Projects listed in the PIP, the Owner must undertake such Infrastructure Projects in accordance with this Agreement and to Council's specifications, requirements and satisfaction; and
- (d) the Owner will construct the Developer Works specified in the PIP to Council's specifications, requirements and satisfaction.

2.3 Works in Kind and Credits

- (a) At Council's absolute discretion and with prior agreement with Council in writing, the Owner, may construct or cause to be constructed one or more DCP Items identified in the endorsed PIP.
- (b) The Owner covenants and agrees that prior to the commencement of the construction of any DCP Item in accordance with clause 2.3(a), the timing of any Credit made to the Owner with respect of that DCP Item must be agreed in writing between the Owner and Council
- (c) If the Owner constructs a DCP Item in accordance with clause 2.3(a), the Owner covenants and agrees that:
 - (i) it must construct or cause to be constructed such DCP Item, in accordance with:
 - (A) Clause 5 of this Agreement;
 - (B) the Milestone; and

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- (C) the Construction Procedure at Schedule 1 of this Agreement;
- (ii) the timing of the payment of any funds as a reimbursement beyond the value of any Credits, in relation to any Infrastructure Project is subject to the availability of funds in the DCPO2 account.
- (d) If the Owner delivers an Infrastructure Item in accordance with this clause, the Owner may receive a Credit for the Agreed Project Cost plus Indexation against the obligation to pay Council the DCP2 Levy to the extent of the Agreed Project Cost of that Infrastructure Item (as Indexed) until the Credit is fully utilised.

2.4 Developer Works and Localised Infrastructure

- (a) The Owner covenants and agrees that:
 - (i) the DCP Levy collected pursuant to DCPO1 in accordance with this Agreement only relates to DCPO1 and not Developer Works or Localised Infrastructure; and
 - (ii) DCP Levy collected pursuant to DCPO2 in accordance with this Agreement only relates to the Infrastructure Projects not Developer Works or Localised Infrastructure.
 - (b) The Owner covenants and agrees that it must deliver those items identified in the PIP as Developer Works:
 - (i) in accordance with the Milestone specified in the PIP; and
 - (ii) in accordance with the Construction Procedure contained in Schedule 1 of this Agreement;
- to the satisfaction of Council and unless otherwise agreed prior in writing by Council.

3. Council's Obligations

3.1 Application of Infrastructure Project Payments

- (a) Council covenants and agrees:
 - (i) that the satisfactory payment of the DCP Levy in accordance with clause 2.1 of this Agreement will constitute full and final settlement of the Owner's obligation to pay a Development Contribution Levy for the Subject Land:
 - (A) under the Agreement;
 - (B) pursuant to the Planning Scheme; and
 - (C) pursuant to the Act.

3.2 Deferring of payment of DCP Levies

- (a) The Council, in its absolute discretion, may agree to the deferring of payment of the DCP Levy and require the Owner to enter into an agreement pursuant to section 173 of the Act for the payment of the DCP Levy.
- (b) The Owner covenants and agrees that any future agreement referred to in clause 3.2(a) will include appropriate indexation provisions as set out at clause 45.06 of the Scheme.

4. Works or Land Contribution

- (a) Council may, at its absolute discretion, accept a transfer of Works for a DCP Item or land in lieu or partially in lieu of a cash DCP Levy for the DCPO2 contribution provided such works or transfer achieves in full or part, a project identified in DCP2 for the locality.
- (b) The Parties covenant and agree that the value of the DCP Item Works or land contribution must be assessed by an independent valuer or quantity surveyor (as appropriate).

5. Infrastructure Projects

5.1 Construction of DCP Items in lieu of payment of DCP Levies

Council, at its absolute discretion, may accept Works in Kind in lieu of the payment of the DCP Levy pursuant to DCP2 in accordance with clause 2.3 of this Agreement.

5.2 Construction of Infrastructure Project

If the Owner elects to construct an Infrastructure Project pursuant to clause 5.1 of this Agreement, the Owner must construct the Infrastructure Project:

- (a) at its own cost;
- (b) in accordance with the Approved Plans to the satisfaction of Council;
- (c) prior to the earlier of:
 - (i) a date approved by Council in writing; and
 - (ii) the relevant Milestone;
- (d) in accordance with the PIP or other relevant document endorsed under the Planning Permit from time to time; and
- (e) to the satisfaction of Council in its capacity as the Development Agency.

5.3 Time for Completion of Infrastructure Works:

Where an infrastructure Project is being delivered in accordance with Clause 2.3 of this Agreement and the Owner does not meet the specified Milestone for an Infrastructure Project, Council in its capacity as Responsible Authority may:

- (a) at its absolute discretion, in writing, extend the Milestone; or
- (b) refuse to issue a Statement of Compliance until the Infrastructure Project is completed for that Stage to the satisfaction of Council in its capacity as Development Agency.

5.4 Obligation to complete Infrastructure Project once commenced

Once Works associated with an Infrastructure Project are commenced by the Owner, the Owner must complete the Infrastructure Project regardless of whether the total cost of completing the Infrastructure Project exceeds the Agreed Project Cost.

5.5 Agreed Project Cost of an Infrastructure Project

The Parties to this Agreement agree that the Agreed Project Cost of an Infrastructure Project is a fixed amount subject only to Indexation.

5.6 Design and approval of Infrastructure Projects

- (a) Where an Infrastructure Project is being constructed in accordance with Clause 2.3 of this Agreement, the Owner covenants and agrees that:
 - (i) the Owner must, at its own cost, prepare the Designs for the Infrastructure Project and submit the Designs to Council, and any other relevant authority as directed by Council, for approval prior to the commencement of Works for the Infrastructure Project;
 - (ii) approval of the Design will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;
 - (iii) within 5 Business Days of a written request, the Owner must pay to Council the:
 - (A) Plan Checking Fee; and
 - (B) Construction Supervision Feefor the relevant Infrastructure Project.
 - (iv) the Owner must obtain all necessary permits and approvals for the Infrastructure Projects.
 - (v) prior to awarding any contract for the Infrastructure Projects, the Owner must submit to Council for approval:

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- (A) a copy of the terms and conditions of the contract to be awarded; and
 - (B) a copy of the proposed construction program.
- (b) Council must consider the Designs submitted to it pursuant to clause 5.6(a)(i) of this Agreement and either:
 - (i) approve the Designs and issue Approved Plans; or
 - (ii) if, in Council's opinion, the Designs are inadequate:
 - (A) refuse to issue Approved Plans; and
 - (B) identify, and advise the Owner, which aspects of the Designs are inadequate and invite the Owner to submit further Designs.
- (c) Once the Designs are approved under this clause 5.6, the Owner covenants and agrees to obtain the relevant consents to allow the Intellectual Property of the Designs to be owned by Council.
- (d) In the event that Council calls up the Bank Guarantee referred to in clause 7.1(a)(i) of this Agreement and the Council is in a position that requires it to complete the Infrastructure Project, the Designs approved under this clause 5.6 are novated to Council and are to be provided to Council in a format to Council's satisfaction.
- (e) Once the Designs are approved pursuant to clause 5.6(b)(i), Council will not unreasonably require further variations of the Approved Plans.

5.7 Variation of Approved Plans

The Owner covenants and agrees that upon the approval of the Designs, there will be no further variation of the Designs without the prior written consent of Council. In the event that the Design is to be varied, the Agreed Project Cost is to remain unaltered.

5.8 Construction of Infrastructure Projects

In carrying out the Infrastructure Project, the Owner acknowledges that:

- (a) the Owner is responsible for all design and construction risks in relation to the Infrastructure Project;
- (b) Council is released from liability to pay and will not be held responsible for any costs beyond the Agreed Project Cost of the Infrastructure Project ; and
- (c) the Owner must take any mitigation measures required under any document that is endorsed under any planning permit that applies to the Subject Land or any other land which contains an Infrastructure Project.

5.9 Certificate of Practical Completion

Where an Infrastructure Project is constructed pursuant to clause 2.3 of this Agreement and when an Infrastructure Project, or any stage of an Infrastructure Project as specified in the PIP, has been completed to the satisfaction of Council in accordance with this Agreement, Council agrees that it will issue a Certificate of Practical Completion for that Infrastructure Project or stage of it as specified in the PIP and this Agreement.

5.10 Procedure for Certificate of Practical Completion

The Parties covenant and agree that upon the completion of an Infrastructure Project, the Owner will initiate the Construction Procedure at Schedule 1 and the parties will proceed in accordance with the Construction Procedures at Schedule 1 to this Agreement.

5.11 Standard of Work

In addition to any other requirement in this Agreement, the Owner covenants and agrees that all Works for an Infrastructure Project must:

- (a) accord with the Approved Plans unless otherwise agreed prior in writing by Council;
- (b) be fit and structurally sound, fit for purpose and suitable for their intended use;
- (c) accord with best industry practice to the extent required by the Approved Plans;
- (d) not encroach upon any land other than the land shown in the Approved Plans; and
- (e) comply with any relevant current Australian Standards unless otherwise agreed in writing by Council in its capacity as Development Agency; and
- (f) accord with the quality of work specified in Schedule 1 of this Agreement.

5.12 Obligations prior and following Certificate of Practical Completion

- (a) Prior to the issuing of a Certificate of Practical Completion for an Infrastructure Project or stage thereof, the Owner:
 - (i) must provide Council with a copy of any maintenance information, operational manual maintenance of the Infrastructure Project; 'as constructed' drawings, digital road and drainage information, CCTV results and other material which is reasonably required or requested by Council for the ongoing operation of the Infrastructure Project; and
 - (ii) must provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project.

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- (b) Following the issue of a Certificate of Practical Completion for an Infrastructure Project or stage thereof, the Owner:
 - (i) is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council until the later of:
 - (A) the end of the Maintenance Period;
 - (B) the transfer of the land containing the Infrastructure Project; or
 - (C) the transfer of the Infrastructure Project in accordance with clause 6.

5.13 Credit against DCP liability

- (a) Where an Infrastructure Project is constructed pursuant to clause 2.3 of this Agreement and subject to Clause 5.1, the Owner will be entitled to a Credit at the time agreed to pursuant to clause 2.3(b) for the Infrastructure Project, being an amount equal to the Agreed Project Cost plus Indexation, against its outstanding DCP Levy for DCP2.
- (b) Any unused Credit is subject to Indexation and may be used by the Owner in accordance with clause 2.3(d).

5.14 Credit for Over Provision

- (a) If the Owner makes an Over Provision the Council may, in its absolute discretion, decide whether to provide a credit against the DCP Levy for DCP2 or reimburse the Owner to the extent of the Over Provision, subject to the provisions of this clause.
- (b) Council will not credit or reimburse the Owner for any Over Provision unless:
 - (i) the Owner has notified the Council in writing in advance of the potential for an Over Provision in respect of any particular DCP Item; and
 - (ii) the Council has expressly approved in writing the Over Provision prior to the delivery of the DCP Item.
- (c) The Owner covenants and agrees that Council will not reimburse the Owner for the Over Provision in accordance with clause 5.14 if insufficient funds are available within the DCP2 account.

5.15 Exhaustion of Credit

When the amount of the DCP Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

- (a) Council must notify the Owner in writing that the Credit has been exhausted;

- (b) in relation to the Stage, the Owner must pay in cash an amount equal to the amount of the DCP2 Levy payable in relation to that Stage that exceeds the amount of the Credit remaining prior to the issue of a Statement of Compliance; and
- (c) in relation to subsequent Stages, the Owner must pay the DCP2 Levy in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council.

6. Transfer of Ownership of Infrastructure Project

6.1 Transfer or Vesting of Infrastructure Project

- (a) Where an Infrastructure Project is constructed in accordance with Clause 2.3 of this Agreement and subject to clause 6.2(a) the ownership of an Infrastructure Project must be transferred to Council:
 - (i) upon the satisfactory conclusion of the Infrastructure Project;
 - (ii) if the Infrastructure Project constitutes land, upon the registration of a plan of subdivision or other instrument that designates a parcel of land as a reserve in favour of Council; or
 - (iii) if the Infrastructure Project is Localised Infrastructure, upon the issue of a Certificate of Practical Completion for that Infrastructure Project.
- (b) If the Owner does not vest the Infrastructure Project with Council in accordance with clauses 6.1(a) and 6.2(a) of this Agreement:
 - (i) Council may refuse to issue a Statement of Compliance in respect of the Development of the Subject Land until the Infrastructure Project has been transferred to or vested in Council; or
 - (ii) at its absolute discretion, in writing, extend the timeframe.

6.2 Condition of Transfer or Vesting of Project Land

- (a) Where an Infrastructure Project is constructed in accordance with Clause 2.3 of this Agreement, the Owner must transfer to or vest in Council the Project Land:
 - (i) free of all encumbrances, including any structure, debris, waste, refuse and contamination, except as agreed by Council;
 - (ii) in a condition that is to the satisfaction of Council in its capacity as Development Agency; and
 - (iii) prior to or contemporaneous with the relevant Milestone.

7. Bank Guarantee or Bond

7.1 Bank Guarantee or Bond required for an Infrastructure Project:

- (a) The Owner covenants and agrees that:
- (i) prior to the commencement of Works for an Infrastructure Project approved by Council pursuant to clause 2.3 of this Agreement, the Owner must provide Council with a Bank Guarantee or cash bond in respect of that Infrastructure Project in an amount reasonably required in writing by Council;
 - (ii) if the Owner fails to deliver the Infrastructure Project referred to in clause 7.1(a)(i) or if the Owner fails to comply with a written direction from Council to undertake rectification works to an Infrastructure Project, the Council, acting reasonably, may utilise the Bank Guarantee or cash bond to deliver and or complete (as required) the Infrastructure Project;
 - (iii) at Council's absolute discretion Council may agree to reduce the amount required by the Bank Guarantee or cash bond in respect of an Infrastructure Project at clause 7.1(a)(i) at agreed stages of the development of an Infrastructure Project; and
 - (iv) the Bank Guarantee or cash bond referred to in clause 7.1(a)(i) will be returned to the Owner less any amount applied in accordance with clause 7.1(a)(ii) after the Infrastructure Project is transferred or vested in Council in accordance with clause 6 of this Agreement.

7.2 Bank Guarantee or Bond required for the Maintenance Period:

The Owner covenants and agrees that:

- (a) prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee or cash bond in respect of that Infrastructure Project to the value of 5% of the Agreed Project Cost;
- (b) if the Owner fails to comply with a written direction from Council to undertake the maintenance of an Infrastructure Project, Council may at its absolute discretion use the Bank Guarantee to undertake any necessary maintenance; and
- (c) the Bank Guarantee or cash bond will be returned to the Owner after the Maintenance Period, less any amount applied to undertaking any necessary maintenance of the Infrastructure Project.

8. Indexation

The Parties covenant and agree that Indexation is to be in accordance with the DCPO1 and DCPO2 as appropriate.

9. Standard of Works

The Owner covenants and agrees to comply with any requirements of this Agreement and to complete all works required by this Agreement in accordance with the Construction Procedure at schedule 1 to this Agreement to the satisfaction of Council.

10. Council Access

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

11. Indemnity

The Owner covenants and agrees to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non compliance with this Agreement.

12. Default

- (a) If the Owner fails to comply with the provisions of this Agreement, Council may serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.
- (b) If the alleged default continues for 14 days after the service of such notice, Council may, by its officers, employees, agents and contractors, enter the Subject Land and ensure that the works, matters and things are carried out.
- (c) The costs incurred by the Council in undertaking the works as a result of the Owner's default will be payable by the Owner.

13. Non-compliance

- (a) If the Owner has not complied with this Agreement, within 7 days of the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner must:
- (i) allow the Council its officers, employees, contractors or agents to enter the Subject Land and rectify the non-compliance;
 - (ii) pay to the Council within 7 Business Days of demand, the Council's reasonable costs and expenses incurred as a result of the Owner's non-compliance;
 - (iii) pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
 - (iv) if requested to do so by the Council, promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement;
 - (v) accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- and the Owner agrees that:
- (vi) any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
 - (vii) all costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Subject Land until they are paid in full; and
 - (viii) if the Owner executes a mortgage as required by clause 13(a) (iv), any breach of this Agreement is deemed to be a default under that mortgage.
- (b) If the Council seeks to enter the land and rectify any non-compliance, the Council acknowledges that it will give the Owner two Business Days notice in accordance with clause 18 of this Agreement or otherwise provided by legislation.

14. Further obligations

14.1 Notice and registration

The Owner must bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land.

14.2 Giving effect to this Agreement

The Owner must do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

14.3 Recording by Registrar of Titles

The Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with s181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

14.4 Agreement not to be registered on subdivided Lots

The Council agrees that this Agreement is not to be registered on individual Residential Lots or other Lots produced for development as a result of the subdivision of the Subject Land. The Council agrees to execute any document necessary to ensure that the Agreement is not registered on Residential Lots or other Lots and will bring this clause to the attention of officers at Land Registry.

14.5 Council's costs to be paid

The Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the enforcement of this Agreement which until paid will remain a debt due to Council by the Owner.

If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

15. Agreement under Section 173 of the Act

15.1 Agreement under the Act

Council and the Owner agree without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

16. Owner's warranties

16.1 Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person which has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

17. Successors in title

17.1 Successors in title

Without limiting the operation or effect which this Agreement has, and subject to clause 14.4, the Owner must ensure that until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

18. Notices

18.1 Service

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

- (a) personally on the other Party;
- (b) by leaving it at the other Party's Current Address;
- (c) by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- (d) by email to the other Party's Current Email.

18.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the next following business day;
- (b) if posted, on the expiration of two business days after the date of posting;

- (c) if sent by facsimile, on the next following business day unless the receiving Party has requested retransmission before the end of that business day; or
- (d) if sent by email, at the time of receipt within the meaning of the *Electronic Transactions (Victoria) Act 2000*.

19. Alternative Dispute Resolution

19.1 Referral to VCAT

In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to VCAT for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, that matter will be referred for arbitration agreed upon in writing by the parties, or, in the absence of agreement, the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia, or his nominee, for arbitration.

19.2 Section 149 of the Act

Wherever provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers or any public authority and a dispute arises in relation to that matter, the dispute will be referred to VCAT in accordance with Section 149 of the Act.

19.3 Legal Representation

The parties will be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 19.1 and 19.2 and, unless the arbitrator, chairman, nominee or VCAT otherwise directs, each party will bear its own costs in relation to it.

20. Miscellaneous

20.1 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

20.2 Ending of Agreement

This Agreement ends on the date that the Council issues a letter confirming that the Owner has complied with all of its obligations under this Agreement.

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20.3 Multiple lots

If this Agreement relates to more than one lot and the Owner of that lot has complied with all of the obligations in relation to that lot, the Owner of that lot may request Council to end this Agreement in relation to that lot.

20.4 Application to Registrar

As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under s183(2) of the Act to cancel the recording of this Agreement on the register.

20.5 No fettering of Council's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

20.6 No waiver

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

20.7 Severability

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

20.8 Proper law

This Agreement is governed by and the Owner submits to the laws of the State of Victoria.

Schedule 1 Construction Procedure

Procedure for issue of Certificate of Practical Completion

1. Upon the completion of the Infrastructure Project the Owner must notify Council in writing that the Infrastructure Project is complete
2. Within 10 Business Days of receiving the notice referred to above the Council and any other relevant authority must inspect the Infrastructure Project and determine, at its sole and absolute discretion, whether to issue the Certificate of Practical Completion.
3. Council may refuse to issue a Certificate of Practical Completion, in which case Council shall provide reasons, including (where relevant) identifying:
 - (a) in what manner or respect the Infrastructure Project is not satisfactorily completed; and
 - (b) what must be done to satisfactorily complete the Infrastructure Project.
4. Council may, notwithstanding any minor defect or non-compliance (**Defect**), determine to issue a Certificate of Practical Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper rectification/completion of the Defect.

Access

5. Before accessing land owned by Council or a third party for the purpose of performing any work or services associated with any Infrastructure Project or undertaking any maintenance or repair of defects in respect of any Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council that the Owner has:
 - (a) the consent of all relevant land owners to access such land; and
 - (b) satisfied any condition of such consent.
6. The Owner warrants that the Owner or its contractors, consultants, employees, representatives and agents (as the case may be) must comply with all relevant occupational health and safety laws.
7. Subject to the Owner satisfying any conditions of consent to access land owned by Council and at Council's sole and absolute discretion, Council may provide reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

Quality of Work

8. Apart from any other requirement contained in the Agreement, all construction works performed by or on behalf of the Owner, whether on its own land or otherwise, must, at a minimum:
- (a) accord with the Approved Plans unless otherwise approved prior in writing by Council;
 - (b) use good quality materials, which are suitable for the purpose for which they are required and not use any hazardous or unsafe material, including, asbestos;
 - (c) be carried out in a proper and workmanlike manner;
 - (d) be fit and structurally sound
 - (e) be fit for purpose and suitable for its intended use;
 - (f) not encroach on land other than the land shown in any plans or specifications approved by Council;
 - (g) be performed using best industry practice;
 - (h) unless otherwise authorised, comply with any relevant current Australian Standard;
 - (i) accord with a construction management plan to be prepared to the satisfaction of Council; and
 - (j) meet any other requirements of Council advised in writing prior to the commencement of the construction works.
9. Inspections prior to the issuing of a Certificate of Practical Completion
- (a) Council may undertake inspections of Infrastructure Project prior to the issuing of a Certificate of Practical Completion.
 - (b) The Owner covenants and agrees to provide Council access and to do all things necessary to allow Council access to undertake such inspections.

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Page 1

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Subject Land				Mortgage	Agreements
Address	Volume	Folio	Lot Plan		
Princes Highway Warragul	11377	352	Lot B on PS647689V		Agreement pursuant to section 173 of the <i>Planning and Environment Act 1987</i> with the dealing number AL289081Q

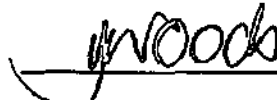
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Executed as a deed

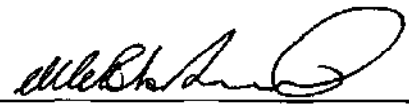
Signed on behalf of **Baw Baw Shire
Council** by Yasmin Woods, Director
Planning and Development pursuant to
Instrument of Delegation dated 12
December, 2018)


Yasmin Woods


Witness Signature

LYNDAL FARRAR
Witness Name

Executed by **Baw Baw Developments Pty
Ltd (ACN 103394618)** in accordance with
section 127 of the *Corporations Act 2001*
(Cth) by:


Signature of Director


Signature of Director/Company Secretary

MICHAEL THOMAS BLACKWOOD LIAM WILLIAM TOMASETTI
Full name (print) Full name (print)



23rd February 2022

Construct Homes Pty Ltd
5 Morialta Road
CRANBOURNE WEST VIC 3977

Dear Sir / Madam,

Property Number: 32359
Property Address: 121 Willandra Circuit WARRAGUL VIC 3820

I refer to the above-mentioned property and can confirm the address will require to be updated to 8 Hickory Street Warragul VIC 3820 due to the main access of the property and will take effect from the 2nd of March 2022.

The original address will be changed to reflect access to the property as required by the Office of Geographical Names specific requirements for utilities and emergency services.

Previous address: 121 Willandra Circuit WARRAGUL VIC 3820
New address: 8 Hickory Street Warragul VIC 3820

Should you have any queries please feel free to contact the Revenue Team on 5624 2411.

Regards,

Leanne Carbonneau
Coordinator Revenue Services



NELSON McDERMOTT

Application Number: BLD20212691

FORM 2

Building Act 1993

Building Regulations 2018 - Regulation 37(1)

Building Permit No. BS-L 34264/9473862316992

27 August 2021

Issue to

Agent of Owner

Construct Homes Pty Ltd
92099281517

Postal Address

PO Box 4512 LANGWARRIN

Postcode 3910

Email

info@constructhomes.com.au

Address for serving or giving of documents: PO Box 4512 LANGWARRIN

Postcode 3910

Contact Person

Peter Aquino

Telephone 03 9785 6669

Mobile 0412 044 070

Ownership Details

Owner

Construct Homes Pty Ltd
92099281517

Postal Address

PO Box 4512 LANGWARRIN

Postcode 3910

Email

info@constructhomes.com.au

Mobile 0412 044 070

Contact Person

Telephone 03 9785 6669

Property Details

Number 121

Street Willandra Circuit

Suburb WARRAGUL

Postcode 3820

Lot/s 4812

LP/PS 818227L

Volume 12082

Folio 305

Crown allotment

Section

Parish

County

Municipal District Baw Baw Shire

Builder

Name

Construct Homes Pty Ltd

Telephone 03 9785 6669

Mobile 0412 044 070

Address PO Box 4512 LANGWARRIN

Postcode 3910

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

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Peter Aquino	Builder	DB-U 25651

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Ronnie Whitton	Drafting	DP-AD 18358

Office

Tenancy 2

80 Monash Drive,
Dandenong South VIC
3175

Postal Address

PO Box 419
Hampton Park VIC 3976

Phone: 1300 799 543

Fax: 03 99 23 2759

ABN 15844 704 596

www.nelsonmcdermott.com.au

Matthew Borzillo	PE	0003026
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Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is: VMIA

Insurance policy number : C637667

Insurance policy date : 26/08/2021

Details of Relevant Planning Permit

Planning Permit #: N/A

Date of grant of Planning Permit: N/A

Nature of Building Work

New Residential Dwelling & Garage

Storeys contains: 1

Rise in storeys:

Effective height:

Type of construction:

Version of BCA applicable to permit: 2019

Cost of Building Work: \$175,000.00

Total floor area of new building work in m²: 253

Conditions and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

BCA Class

Part of Building: Dwelling

Class: 1a(a)

Part of Building: Garage

Class: 10a

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. Piers
2. Pre-slab, waffle
3. Slab Steel
4. Frame
5. Final

Occupation or User 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 of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 27 August 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 27 August 2023

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

Relevant Building Surveyor

Name: Arron McDermott

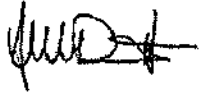
Address: Tenancy 104, 80 Monash Drive, Dandenong South VIC 3175

Email: admin@nelsonmcdermott.com.au

Building practitioner registration no.: BS-L 34264

Municipal District: Baw Baw Shire

Signature :


Notes

- Note 1** Under Regulation 41 the person in charge of carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and the date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies.
- Note 2** Under Regulation 42 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 3** Include building practitioners with continuing involvement in the building work.
- Note 4** Include building practitioners with no further involvement in the building work.
- Note 5** Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of The Building Act 1993.

Annexures 'A'

Conditions of Approval

Building Permit No. BS-L 34264/9473862316992 Issued 27 August 2021

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. Any building works pursuant to this permit shall strictly comply with the Building Regulations 2018 and the Building Act 1993. Before building work has commenced, additional permits or approvals may need to be obtained under other Acts/Regulations.
2. The building contractor shall verify all dimensions, levels, setbacks and specifications prior to commencing any works or ordering materials and shall be responsible for ensuring that all building works conform to the NCC - Building Code of Australia & AS codes (current editions) building act & regulations, local by-laws, reporting authorities and town planning requirements.
3. As per Building Regulation 42 of the Building Regulations 2018, a copy of the following information must be displayed on the allotment in a conspicuous position accessible to the public for the duration of the building work to which the permit applies:
 - Builder registration number and contact details.
 - Relevant Building Surveyor registration number and contact details
 - Building Permit number and date of issue
4. Approval is conditional upon ensuring that all wet areas are waterproofed in accordance with AS3740 and the NCC BCA 2016.
5. Glazed doors and partitions shall be grade A safety glass to AS1288 (2006). All glazing shall comply with AS 1288. All Windows to comply with AS 2047.
6. Approval is conditional upon providing sanitary facilities with lift off hinges (where required)
7. The design of roof trusses, their configuration and position shall be prepared using recognized design packages and details to be submitted to Nelson McDermott Pty Ltd prior to frame inspection.
8. Smoke alarms to comply with AS3786 and be hard wired to mains power and interconnected. Smoke Detectors to be no less than 300mm from walls, doorways and bulkheads
9. Barriers to prevent falls to be at least 1000mm above landings and 865mm above the nosings of treads. Maximum 125mm spacing between balustrades
10. Stair flight riser heights to steps to not exceed 190mm and going length for treads to be at least 240mm. Non-slip finishes to be provided to all steps, ramps and landings.
11. No portion of new building works to encroach allotment boundaries (including public precautions to Reg 116 without consent & report of Council)
12. Boundary fences must not be removed without consultation with the owners of the affected adjoining properties in accordance with the Fencing Act 1968.
13. All requirements specified in the project's energy efficiency report must be implemented.
14. All mandatory inspections must be approved before works may continue.

15. Approval is conditional upon complying with all Town Planning Permit requirements and Conditions.
16. Approval is conditional upon complying with all Council Drainage requirements.
17. Any openable windows below 1000mm FFL must be restricted to 125mm opening max. Any windows in bedrooms less than 1700mm FFL, must be restricted 125mm opening max or where a screen is provided, the screen must resist an outward horizontal action of 250N against the window restrained by the screen protecting the opening and have a child resistant mechanism able to be removed, unlocked or overridden.
18. Termite protection, in accordance with AS3660.1, to be provided to protect primary building elements of the new works.
A durable notice must be permanently fixed to the building in a prominent location, such as in a meter box or the like, indicating –
 - i) The method of protection; and
 - ii) The date of installation of the system; and
 - iii) Where a chemical barrier is used, its life expectancy as listed on the National Registration Authority label; and
 - iv) The installer's or manufacturer's recommendations for the scope and frequency of future inspections for termite activity



NELSON McDERMOTT

Application Number: BLD20212691

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018
OCCUPANCY PERMIT

Property Details

Number: 121	Street/Road: Willandra Circuit	Suburb: Warragul	Postcode: 3820
Lot/s: 4812	LP/PS: 818227L	Volume: 12082	Folio: 305
Crown: allotment	Section: No	Parish:	County:
Municipal District: Baw Baw Shire			

Building permit details

Building permit number: BS-L 34264/9473862316992
Version of BCA applicable to building permit: 2019

Building Details

Part of building to which permit applies:	Dwelling
Permitted use:	Domestic
BCA Class of building:	1a(a)
Maximum permissible floor live load:	
Maximum number of people to be accommodated:	

Part of building to which permit applies:	Garage
Permitted use:	Domestic
BCA Class of building:	10a
Maximum permissible floor live load:	
Maximum number of people to be accommodated:	

Storeys contained: 1	Rise in storeys (for Class 2-9 buildings):
Effective height:	Type of construction:

Suitability for occupation

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

Approved Inspections

Inspection Type	Approved Date
Piers	3 September 2021
Pre-slab, waffle	23 September 2021

Office

Tenancy 2
80 Monash Drive,
Dandenong South VIC 3175

Postal Address
PO Box 419
Hampton Park VIC 3976

Phone: 1300 799 543
Fax: 03 99 23 2759
ABN 15844 704 596

www.nelsonmcdermott.com.au

Slab Steel	28 September 2021
Frame	10 November 2021
Final	17 March 2022

Relevant building surveyor

Name: Arron McDermott
 Address: Tenancy 104, 80 Monash Drive, Dandenong South VIC 3175
 Email: arron@nelsonmcdermott.com.au
 Building practitioner
 registration no.: BS-L 34264
 Municipal district name: Baw Baw Shire
 Occupancy Permit no. BS-L 34264/9473862316992
 Date of issue: 17 March 2022
 Date of final inspection: 17 March 2022

Signature:



Domestic Building Insurance

Certificate of Insurance

Construct Homes Pty Ltd

5 Morialta Rd
CRANBOURNE WEST
VIC 3977

Policy Number:

C637667

Policy Inception Date:

26/08/2021

Builder Account Number:

014071

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: 4512 No 121 Willandra Cct WARRAGUL VIC 3820 Australia

Carried out by the builder: CONSTRUCT HOMES PTY LTD

Builder ACN: 098251517

! 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): Construct Homes Pty Ltd

Pursuant to a domestic building contract dated: 13/08/2021

For the contract price of: \$ 175,000.00

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

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

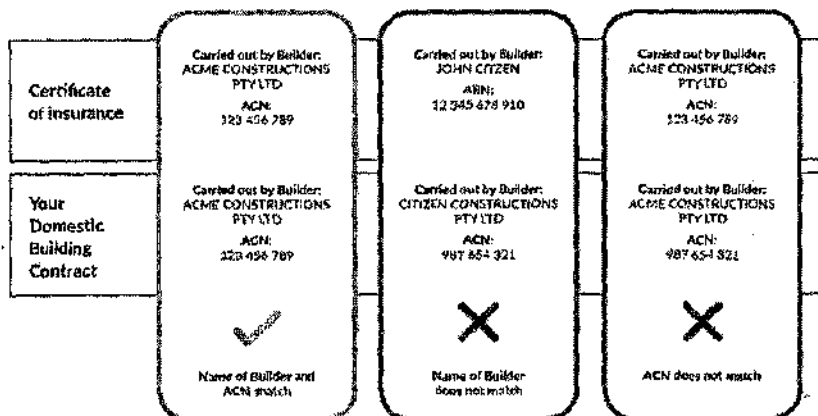
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$556.00
GST:	\$55.60
Stamp Duty:	\$61.16
Total:	\$672.76

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



OFFICIAL: Sensitive

Construct Homes Pty Ltd

AND

CENTRAL GIPPSLAND REGION WATER CORPORATION
(ABN 75 830 750 413)

DEED OF AGREEMENT AND CONSENT FOR BUILDING OVER OR NEAR ASSETS



GIPPSLAND
WATER

Parcel No: 323210
Application No: 68412

Parcel ID 323210

OFFICIAL: Sensitive

Page 1 of 4

DEED OF AGREEMENT AND CONSENT FOR BUILDING OVER OR NEAR ASSETS

** This is a legally binding document and you should read it carefully and if necessary take legal advice before you sign it.*

THIS AGREEMENT is made the 18 day of August 2021.

The Water Corporation: Central Gippsland Region Water Corporation
The Owner: Construct Homes Pty Ltd
The Property: 121 Willandra Cct Warragul Vic 3820
The Plans Approved: Site plans indicate driveway over sewer connection
The Structure: DRIVEWAY

- 1 Central Gippsland Region Water Corporation ("the Corporation") grants this Consent to build near to the Corporation's assets ("the assets") within the Property pursuant to section 148 of the *Water Act 1989* subject to the conditions set out in this Agreement and Consent and subject to any conditions or requirements imposed from time to time by the Corporation either by resolution of the Corporation, Regulation under Statute or by Corporation By-Law.
- 2 The nature of the construction near to the assets shall be as set out in the plans referred to and identified as set out above and no variation to the proposed construction from those plans may occur without the Corporation's written consent, otherwise this Consent shall have no effect.
- 3 The Owner agrees that this Agreement and Consent is binding on the Owner, the Owner's legal and personal representatives and any transferee or assignee of the Property or the relevant part of the Property.
- 4 The Owner agrees that if it is necessary at any time for the Corporation to carry out works on the particular assets and those works require the demolition in part or in total of any part of the structure permitted to be constructed near to the assets then the Owner shall make no claim whatsoever against the Corporation for carrying out any such works.
- 5 Where any third party (for example a tenant of the Owner) has a claim against either the Owner or the Corporation in relation to any works that may be carried out as contemplated in the preceding clause the Owner hereby indemnifies the Corporation and will keep the Corporation harmless in relation to any such claim.
- 6 If the Corporation decides to repair, modify, replace or substantially augment the assets then this Agreement and its terms shall apply equally to any such repaired, modified, replaced or augmented assets.
- 7 If at any future time the Corporation, for sound reason, forms the view that the relevant construction near to the assets of the Corporation must be removed then the Owner shall upon receipt of a direction from the Corporation to that effect, remove the relevant construction. If the Owner fails to comply with such direction then the Corporation may remove such construction and the cost of such removal shall be payable by the Owner.

- 8 The Owner agrees that if it wishes to let the Property to any tenant or some other party under a tenancy or licence or like arrangement the Owner will notify that third party of the existence of this Agreement and Consent and the construction over the assets.
- 9 If the Owner intends to transfer or sell the Property then the Owner agrees that any contract of sale or other document relating to the proposed sale or transfer shall fully disclose the existence of this Agreement and Consent and such disclosure must be made to any purchaser, assignee or transferee before any contract or agreement is entered into for the sale, assignment or transfer of the Property. This Agreement should be treated by the Owner as a notice by the Corporation for the purposes of section 32 of the *Sale of Land Act 1962* or any successor legislation and must be disclosed in any sale documentation for the Property.
- 10 In respect of the assets that relate to the Property and this Agreement and Consent, the Owner:
 - 10.1 releases the Corporation from any legal action or claim or demand which the Owner may have against the Corporation (including any claim by employees, agents, contractors or invitees of the Owner); and
 - 10.2 agrees:
 - 10.2.1 to indemnify and keep the Corporation indemnified against any legal action, claim or demand;
 - 10.2.2 that there will be no responsibility on the Corporation to reinstate any construction built near to the assets which is removed either partially or totally; and
 - 10.2.3 to pay the cost of any maintenance, repair or replacement of the assets if such additional works are necessary due to any aspect of the presence of the relevant construction near to the assets.
- 11 If there is more than one Owner of the Property then all Owners shall be required to sign this Agreement and Consent. All Owners shall be jointly and severally liable under this Agreement and Consent. Any failure by a particular Owner to sign this Agreement and Consent means that the Owner that does sign will be entirely responsible to the Corporation for any loss or damage the Corporation suffers due to the failure of any other Owner to sign.
- 12 Additional conditions in relation to this Agreement and Consent are:
 - 12.1 24 hrs access required
 - 12.2 The inspection shaft/opening (plumber installed) must match new surface level
 - 12.3 If the inspection shaft/opening is likely to be subject to trafficable load, the cap must be installed below surface level and covered by a heavy duty trafficable cover which must be supported so that no load can be transmitted into the inspection shaft (plumber installed)

OFFICIAL: Sensitive

EXECUTED AS A DEED

EXECUTED by Construct Homes Pty Ltd in accordance with section 127(1) of the Corporations Act 2001 by being signed by authorised persons:

Director

Director/company secretary

Peter Aquino
Full Name

Full Name

5 Morralta Rd Cranbourne West
Usual Address

Usual Address

SIGNED under delegation by an authorised officer of **CENTRAL GIPPSLAND REGION WATER CORPORATION (ABN 75 830 750 413)** in the presence of:

R. Reid
Witness (signature)

S. Forster
Authorised Officer (signature)

Rachel Leck R. Reid
Witness (print name) Date 18/8/2021

S. Forster Date 18/8/21
Authorised Officer (print name)



Baw Baw Shire Council

PO Box 304

Warragul VIC 3820

T: +61 3 5624 2411

E: rates@bawbawshire.vic.gov.au

ABN: 47 274 526 683

Rates & Valuation Notice First Instalment

Rating Year 1 July 2025 - 30 June 2026

TAX INVOICE

Property number

32359

Instalment amount

\$625.70

Payable by 30th September 2025



F L Wheeler & R N Wheeler
8 Hickory Street
WARRAGUL VIC 3820



034
1008242
DLX1 18483



To have your notices emailed,
Register at bawbawshire.notices.com.au
Reference No: B8CCE0592G

Date of Issue: 12/08/2025

Owner/s: F L Wheeler & R N Wheeler

Property Location: 8 Hickory Street WARRAGUL VIC 3820

V12082 F305 | Lot 4812 PS818227L | Drouin East Parish | Land Classification: Residential

AVPCC 110 : Detached Dwelling

Effective Date	Valuation Date	Site Value	Capital Improved Value	Net Annual Value
01/07/2025	01/01/2025	\$320,000	\$760,000	\$38,000
Rate General				Rate in \$ 0.00266605 X \$760000
Garbage Charge - Declared Area				\$2,026.20
State Pension Rebate				\$554.00
Baw Baw Shire Pension Rebate				-\$266.00
TOTAL COUNCIL RATES AND CHARGES				-\$25.00
				\$2,289.20
State Government ESVF				\$136.00 + (Rate in \$0.000173 X \$760000)
ESVF Pension Rebate				\$267.50
TOTAL DUE				-\$50.00
				\$2,506.70

Council declared its Rates and Charges for 2025/2026 on 11th June 2025.

Note: Payments made after 1st August 2025 will not appear on this notice.

1st Instalment Due

30 September 2025

\$625.70

2nd Instalment Due

30 November 2025

\$627.00

3rd Instalment Due

28 February 2026

\$627.00

4th Instalment Due

31 May 2026

\$627.00

Online: Visit www.bawbawshire.vic.gov.au/PayingYourRates and quote the Council Bill Number on the front of this notice.

Direct Debit - Available for fortnightly, monthly and instalment payments. Complete an application online at www.bawbawshire.vic.gov.au/PayingYourRates.

In person - Present this notice at our Customer Service Centre, 33 Young Street, Drouin 3818 or Corner of Smith & Albert Street, Warragul (next to the West Gippsland Arts Centre booking office). Payments may be made by EFTPOS, VISA or Mastercard.



Billir Code: 5801

Ref: 000 010 048 486

BPAY* This payment via internet or phone banking
BPAY View* - View and pay this bill using internet banking.
BPAY View Registration No: 000 010 048 486
Please enter the BPAY ref number (next to BPAY logo left)

Council Bill Number: 10048486

Name: F L Wheeler & R N Wheeler



Post Billpay

Billir Code: 0889

Ref: 0000 1004 8486

Pay in-store at Australia Post,
online at auspost.com.au/postbillpay
or by phone 13 18 16.

Property: 8 Hickory Street
WARRAGUL VIC 3820

Property No.: 32359

Instalment Amount: \$625.70

Full Payment Amount: \$2,506.70



1st *889 0010048486



Total Rate *889 0010048486

Transcode User code Customer reference number

831

062074

000000010048486



**Gippsland
Water**

Customer enquiries
1800 050 500

Faults & emergencies 24hrs
1800 057 057

www.gippswater.com.au



F Wheeler & R Wheeler
8 Hickory St
WARRAGUL VIC 3820



034
000619
R1_1291

Account number:

0200644104

Amount due:

\$275.13

Pay by:

18 August 2025

Date of Issue: 21 July 2025

Tax invoice: 7231108

Service address:

8 Hickory St Warragul Vic 3820

Previous balance **\$357.38**

Payments received
up to 21 July 2025 **\$357.38 CR**

Balance **\$0.00**

Current charges (over page) **\$400.52**

Concession entitlement **\$125.39 CR**

Total amount due \$275.13

Total includes GST of **\$0.00**

Payment assistance is available

If you are having difficulty paying your bill, we can help. Call us on 1800 050 500.

We issue invoices three times per year.



How to pay



Direct Debit

To register for direct debit call us or visit www.gippswater.com.au/direct-debit



Online

Scan the QR code with your smartphone or go to my.gippswater.com.au/pay-now to pay with Visa or Mastercard.



BPAY

Bill Code: 3475
Ref: 3680 0002 0064 4104 4



Phone

Call 1800 050 500 and select Option 1.



Post Office

Pay in person at any Australia Post outlet.



Centrepay

Use Centrepay to make regular deductions from your Centrelink payment. Centrepay is a voluntary and easy payment option available to Centrelink customers.

Go to servicesaustralia.gov.au/centrepay for more information on how to set up your Centrepay deductions.



To mail your payment, detach the bottom section of the next page and mail with your cheque to:
PO Box 348 TRARALGON VIC 3844.



Gippsland Water Asset Plan

8 Hickory St Warragul

Information Statement No: 146647

Date Issued: 16/06/2022



Water Pipes

- Reticulation
- Distribution
- Transfer

Sewer Pipes

- Gravity
- Pressure
- Rising Main

House Discharge Line

- House Discharge Line



Maintenance Point



Manhole



Pipe End



Collection Tank

Disclaimer: Gippsland Water does not guarantee or make any representation or warrant the accuracy, scale or completeness of information in this product. Any person relying upon such information does so on the basis that Gippsland Water shall bear no responsibility or liability for loss, damage or injury arising from any error, fault, defect, or omission in the information. Any persons using this information should make their own site investigation and accommodate their works accordingly.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1172035

APPLICANT'S NAME & ADDRESS

LYNETTE ANNE SAUNDERS C/- LANDATA
MELBOURNE

VENDOR

WHEELER, FAYE LORRAINE

PURCHASER

VENDOR STATEMENT, PURPOSES

REFERENCE

WHEELER

This certificate is issued for:

LOT 4812 PLAN PS818227 ALSO KNOWN AS 8 HICKORY STREET WARRAGUL
BAW BAW SHIRE

The land is covered by the:

BAW BAW PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

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

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

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

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

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

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

28 August 2025

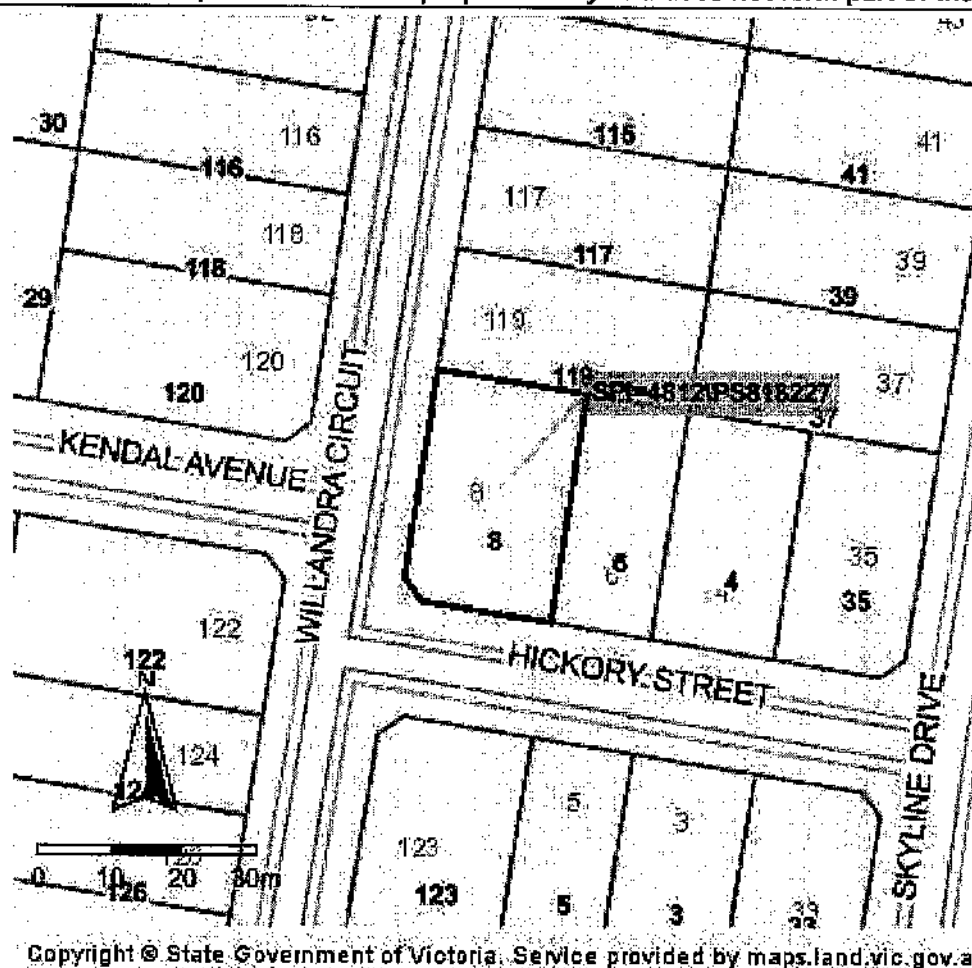
Sonya Kilkenny
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 27 August 2025 03:24 PM

PROPERTY DETAILS

Address: **8 HICKORY STREET WARRAGUL 3820**
Lot and Plan Number: **Lot 4812 PS818227**
Standard Parcel Identifier (SPI): **4812\PS818227**
Local Government Area (Council): **BAW BAW**
Council Property Number: **32359**
Planning Scheme: **Baw Baw**
Directory Reference: **Vicroads 704 B3**

www.bawbawshire.vic.gov.au

[Planning Scheme - Baw Baw](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Urban Water Corporation: **Gippsland Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **NARRACAN**

OTHER

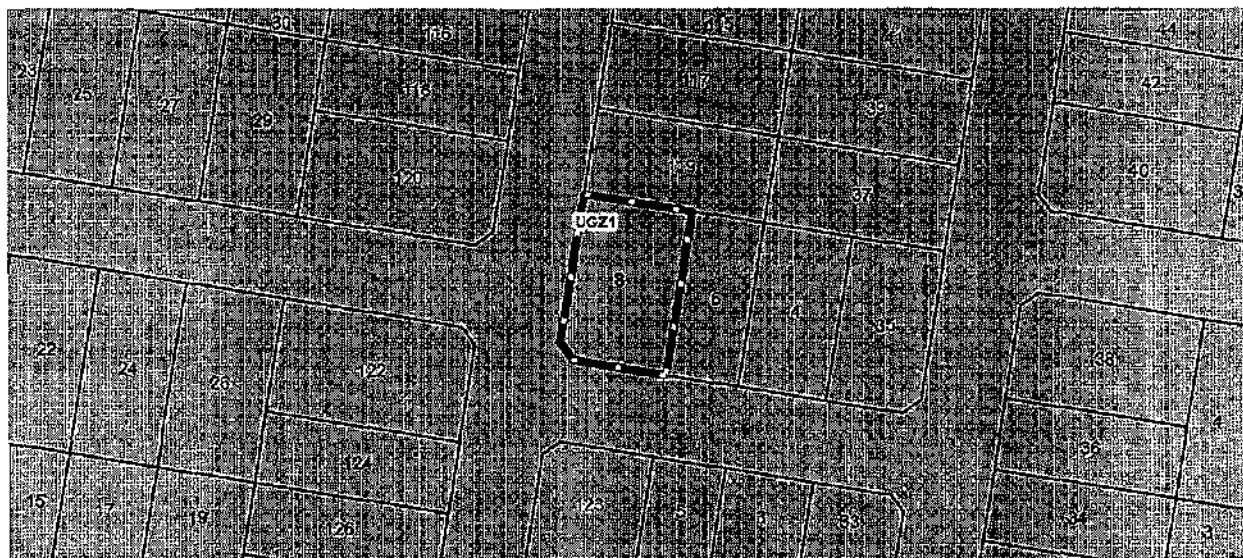
Registered Aboriginal Party: **Gunaikurnai Land and Waters
Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 1 (UGZ1)



 **UGZ - Urban Growth**

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

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

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

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: 8 HICKORY STREET WARRAGUL 3820

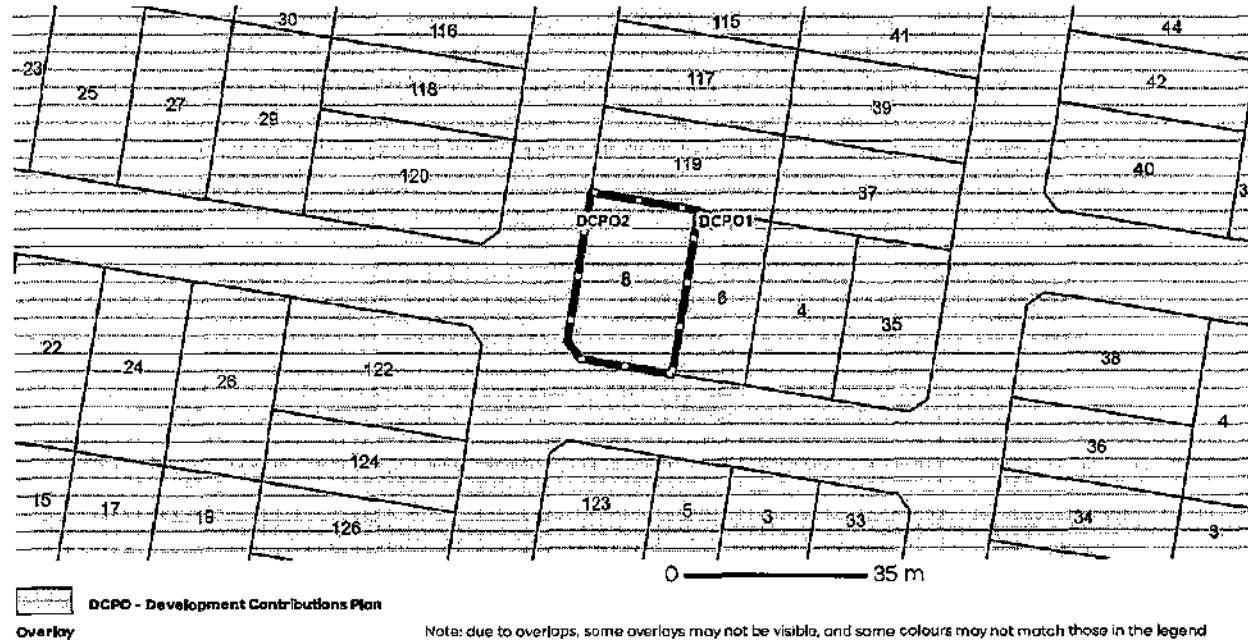
Page 1 of 3

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



Further Planning Information

Planning scheme data last updated on 27 August 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>.

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicoplan>

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

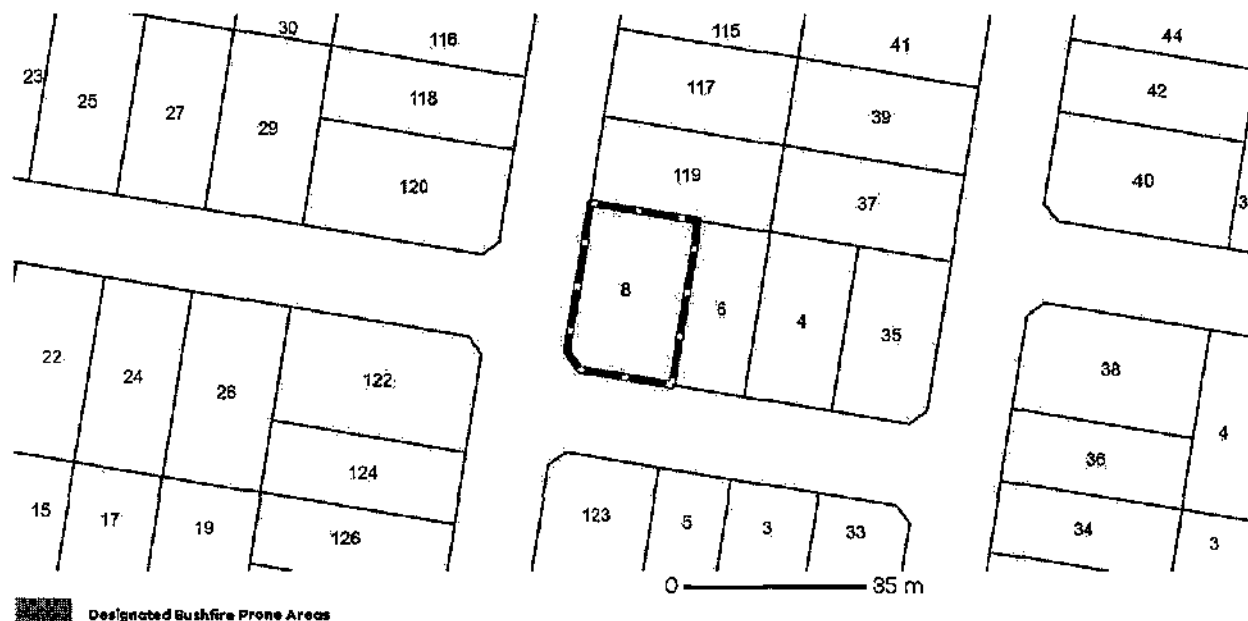
Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

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.

Vendors:

FAYE LORRAINE WHEELER
&
REGINALD NEVILLE GEORGE WHEELER

Vendor's Section 32 Statement

Property:

8 HICKORY STREET WARRAGUL VIC 3820

Vendors' Conveyancer:

BOWERS CONVEYANCING SERVICES
SUITE 10, 21 SMITH STREET
(P O BOX 221)
WARRAGUL 3820
TEL:03 5622 0070

EMAIL: bowersconveyancing@gmail.com