

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	21 TRAILWATER COURT, WARRAGUL VIC 3820
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Vendor's name	SMP GLOBAL PTY LTD atf VEERMAN INVESTMENT TRUST	Date
Vendor's signature		/ /

Purchaser's name	Date
	/ /
Purchaser's signature	

Purchaser's name	Date
	/ /
Purchaser's signature	



Jackie Walker - (03) 8521 1375

ABN: 64 158 634 514

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www.straightforwardconveyancing.com.au

1. FINANCIAL MATTERS

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

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

Not Applicable

Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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	AVPC 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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements,

covenants or other similar restriction.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

See attached.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

☒ Are as follows:
See attached

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

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 ☒
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9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

GST RESIDENTIAL WITHHOLDING - SUPPLIER NOTIFICATION

Pursuant to section 14-255 of Schedule 1 of the Taxation Administration Act 1958 (Cth) the Vendor gives the Purchaser the following notice.

Purchaser Withholding Obligation

The purchaser is required to make a GST withholding payment under section 14-250 of Schedule 1 of the Taxation Administration Act 1958 (Cth) (**GST Withholding Payment**) in relation to the supply under this contract.

Vendor/Supplier's details

The Vendor's name is SMP GLOBAL PTY LTD

The Vendor's ABN is 89 610 815 187

Amount Payable by the Purchaser

The GST Withholding Payment is 7% of the contract price

When must the Purchaser make a GST withholding Payment

The GST Withholding Payment must be paid by the Purchaser on settlement

GST Value of Non-Monetary Consideration

The GST-inclusive market value of non-monetary consideration under this contract is \$Nil

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

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

VOLUME 12587 FOLIO 047

Security no : 124137154789L
Produced 31/07/2026 12:26 PM

LAND DESCRIPTION

Lot 21 on Plan of Subdivision 901205J.
PARENT TITLE Volume 11499 Folio 956
Created by instrument PS901205J 02/12/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SMP GLOBAL PTY LTD of 525 ROBINSONS ROAD LANGWARRIN VIC 3910
AY838587K 31/01/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY838588H 31/01/2025
MACQUARIE BANK LTD

COVENANT PS901205J 02/12/2024
Expiry Date 30/06/2032

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
AL911740L 26/05/2015

AGREEMENT Section 173 Planning and Environment Act 1987
AX048496B 14/07/2023

DIAGRAM LOCATION

SEE PS901205J 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: 21 TRAILWATER COURT WARRAGUL VIC 3820

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 31/01/2025

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS901205J
Number of Pages (excluding this cover sheet)	5
Document Assembled	13/08/2026 14:27

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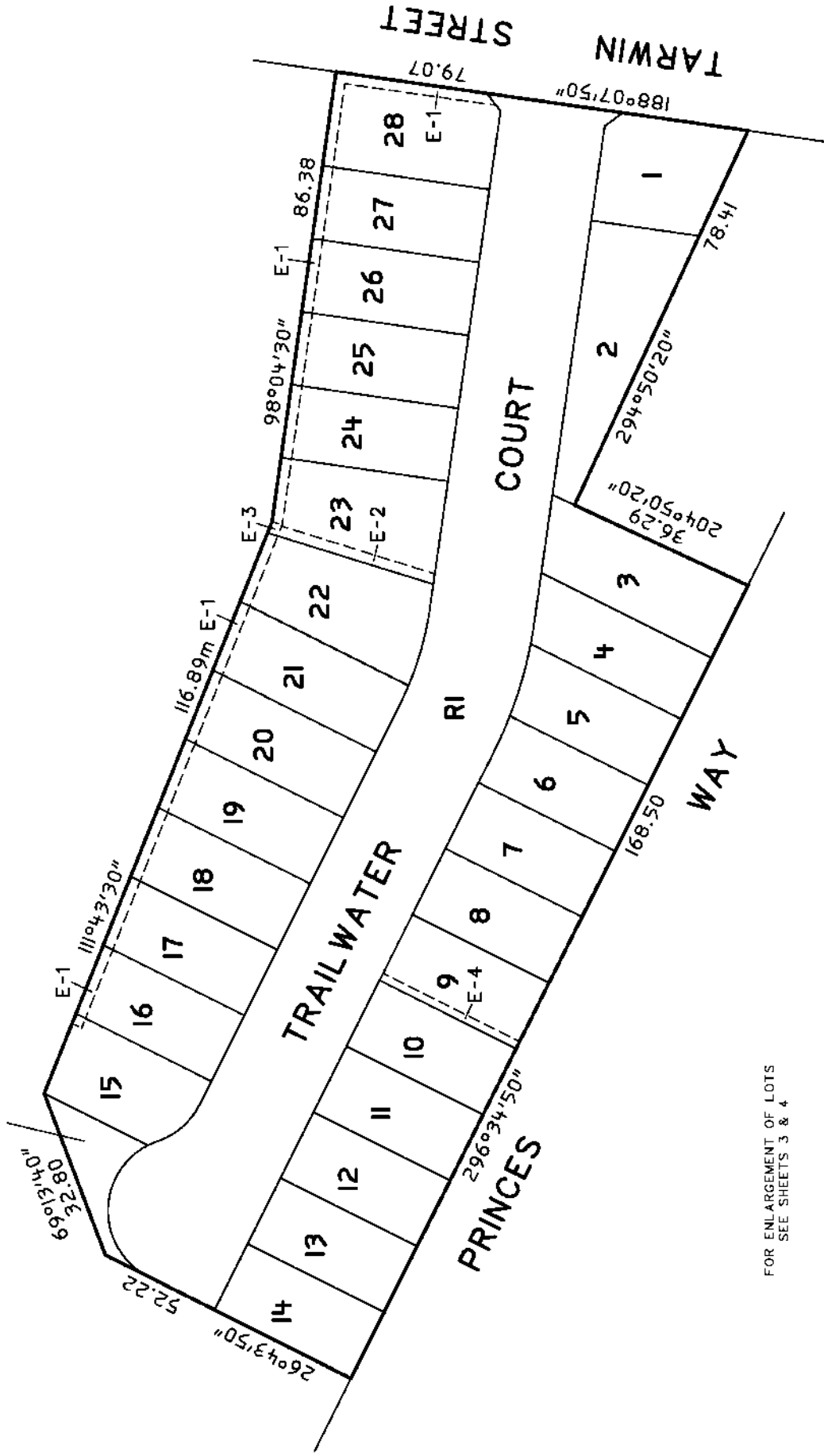
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PLAN OF SUBDIVISION		EDITION 1	Plan Number PS901205J							
LOCATION OF LAND PARISH: DROUIN EAST TOWNSHIP: _____ SECTION: _____ CROWN ALLOTMENT: 89(PART) CROWN PORTION: _____ TITLE REFERENCE: C/T VOL 11499 FOL 956 LAST PLAN REFERENCE: PS723290 (LOT C) POSTAL ADDRESS: PRINCES HIGHWAY WARRAGUL 3820 MGA CO-ORDINATES: E: 405160 ZONE: 55 (of approx centre of land N: 5776380 GDA 94 in plan)		Council Name: Baw Baw Shire Council Council Reference Number: PSB0010/23 Planning Permit Reference: PLA0114/21 SPEAR Reference Number: S208158V Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 31/08/2023 Public Open Space A requirement for public open space under section 18 or 19A of the Subdivision Act 1988 has not been made Digitally signed by: Sarah Harrington for Baw Baw Shire Council on 25/03/2024 Statement of Compliance issued: 21/11/2024								
VESTING OF ROADS AND/OR RESERVES		NOTATIONS								
<table><thead><tr><th>IDENTIFIER</th><th>COUNCIL/BODY/PERSON</th></tr></thead><tbody><tr><td>ROAD R1</td><td>BAW BAW SHIRE COUNCIL</td></tr><tr><td>RESERVE No. 1</td><td>BAW BAW SHIRE COUNCIL</td></tr></tbody></table>		IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1	BAW BAW SHIRE COUNCIL	RESERVE No. 1	BAW BAW SHIRE COUNCIL	OTHER PURPOSE OF PLAN: CREATION OF RESTRICTION SEE SHEET 5 WARNING: The restrictive covenant/restriction in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958.		
IDENTIFIER	COUNCIL/BODY/PERSON									
ROAD R1	BAW BAW SHIRE COUNCIL									
RESERVE No. 1	BAW BAW SHIRE COUNCIL									
NOTATIONS										
DEPTH LIMITATION: DOES NOT APPLY										
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. PLA0114/21 This survey has been connected to permanent mark No(s). In Proclaimed Survey Area No. _____										
EASEMENT INFORMATION										
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)										
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of						
E-1 & E-3	DRAINAGE	2	THIS PLAN	BAW BAW SHIRE COUNCIL						
E-2 & E-3	PIPELINE OR ANCILLARY PURPOSES	SEE DIAG	THIS PLAN - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION						
E-4	POWERLINE	SEE DIAG	THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD						
 Beveridge Williams development & environment consultants Warragul ph : 56232257 www.beveridgewilliams.com.au		REF 11509 DRG No. 11509TS_PS.lcd Digitally signed by: Dean Norman Sneddon, Licensed Surveyor, Surveyor's Plan Version (7), 05/03/2024, SPEAR Ref: S208158V		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 5 SHEETS Land Use Victoria Plan Registered 05:20 PM 02/12/2024 Assistant Registrar of Titles						

Plan Number
PS901205J

RESERVE No. 1



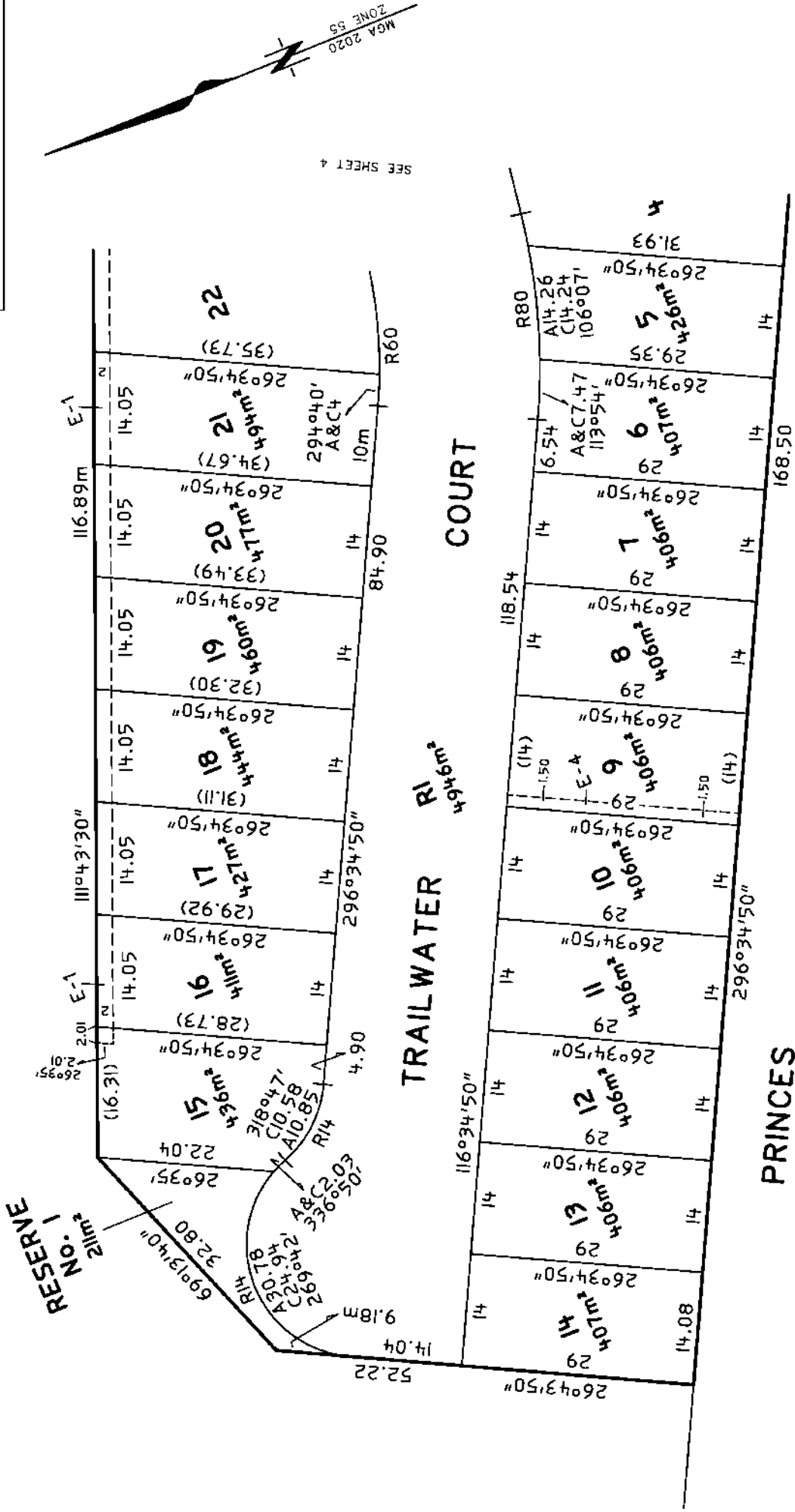
FOR ENLARGEMENT OF LOTS
SEE SHEETS 3 & 4



MGA 2020
ZONE 55

REF 11509		DRG No. 11509TS_PS.lcd	
SCALE 1:800		ORIGINAL SHEET SIZE: A3	
LENGTHS ARE IN METRES		SHEET 2	
Beveridge Williams development & environment consultants Warragul ph : 56232257 www.beveridgewilliams.com.au		Digitally signed by: Dean Norman Sneddon, Licensed Surveyor, Baw Baw Shire Council, 25/03/2024, SPEAR Ref: S208158V	

Plan Number
PS901205J



REF 11509 DRG No. 11509TS_PSA.tcd

ORIGINAL SHEET
SIZE: A3

SHEET 3

SCALE
1:500

5 0 5 10 15 20
LENGTHS ARE IN METRES

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Baw Baw Shire Council,
25/03/2024,
SPEAR Ref: S208158V

BW Beveridge Williams
development & environment consultants
Warragul ph : 56232257
www.beveridgewilliams.com.au

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Plan Number
PS901205J

WATERFORD RISE ESTATE

CREATION OF RESTRICTION

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: LOTS 1 TO 28 ON THIS PLAN

Benefited Land: LOTS 1 TO 28 ON THIS PLAN

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 designed to be used as a Rooming House as defined by the Baw Baw Planning Scheme;
 - (c) 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 dwellings;
 - (iv) with a floor area excluding any garage, terrace, pergola or verandah, of more than 150 metres;
 - (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.
 - (d) any fence:-
 - (i) on the front boundary;
 - (ii) on the side boundary within 5 metres of the street frontage;
 - (iii) subject to (iv) any side or rear fence other than a fence constructed 1.7 metres in height above the natural surface level and constructed of timber, with timber capping and exposed posts;
 - (iv) any Princes Way, Motel, Tarwin Street or west side of Lots 14 & 15 boundary fence other than a fence constructed 1.9 metres in height above the natural surface level and constructed of timber, with timber capping and exposed posts;
 - (v) except for the west side of Lots 14 and 15, any Reserve or Open-space boundary fence other than a fence constructed 1.5 metres in height above the natural surface level and constructed of black tubular steel with flat top profile;
 - (e) any clothes line visible from outside the burdened lot;
 - (f) any split system cooling/heating units visible from outside the burdened lot;
 - (g) any evaporative cooling unit other than a low profile unit mounted on the roof below the ridgeline and coloured to match the roof material;
 - (h) any caravan, boat or trailer unless screened from view from outside the burdened lot;
 - (i) 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.
 - (j) 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;
 - (k) 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;
 - (l) (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.

Expiry date: 30/06/2032.

REF RW11509 DRG No. RW11509TS.PSA.lcd



Beveridge Williams
development & environment consultants

Warragul ph : 56232257

www.beveridgewilliams.com.au

SCALE
1:500

5 0 5 10 15 20
LENGTHS ARE IN METRES

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Surveyor,
Surveyor's Plan Version (7),
05/03/2024, SPEAR Ref: S208158V

ORIGINAL SHEET
SIZE: A3

SHEET 5

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Baw Baw Shire Council,
25/03/2024,
SPEAR Ref: S208158V



Department of Transport and Planning

Electronic Instrument Statement

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

Produced 13/08/2026 02:27:38 PM

Status	Registered	Dealing Number	AX048496B
Date and Time Lodged	14/07/2023 02:52:19 PM		

Lodger Details

Lodger Code	19510T
Name	SJD LAW
Address	
Lodger Box	
Phone	
Email	
Reference	9123 S173 BBD

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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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.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11499/956

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	BAW BAW SHIRE COUNCIL
Address	
Street Number	1
Street Name	CIVIC
Street Type	PLACE
Locality	WARRAGUL
State	VIC
Postcode	3820

Additional Details



Department of Transport and Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
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 law and any Prescribed Requirement.

Executed on behalf of	BAW BAW SHIRE COUNCIL
Signer Name	EBONY MCDONALD
Signer Organisation	SJD LAW PTY. LTD.
Signer Role	LAW PRACTICE
Execution Date	14 JULY 2023

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



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Document Type	Instrument
Document Identification	AX048496B
Number of Pages (excluding this cover sheet)	8
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Agreement under section 173 of the Planning and Environment Act 1987

Between:

BAW BAW SHIRE COUNCIL

and

BAW BAW DEVELOPMENTS PTY LTD

in relation to

**Land at 51 Tarwin Street, Warragul VIC
3820**

sjd law

PROPERTY • COMMERCIAL • LITIGATION • ESTATE PLANNING

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Information table

Date of Agreement:

Parties:

Name	Baw Baw Shire Council
Short form name	Responsible Authority
Notice details	1 Civic Place, Warragul VIC 3820

Name	Baw Baw Developments Pty Ltd
Short form name	Owner
Notice details	2 Willandra Circuit, Warragul VIC 3820

Background:

- A The Responsible Authority is the responsible authority for the administration and enforcement of the Planning Scheme pursuant to the Act.
- B The Land is subject to the Permit.
- C The Owner is the registered proprietor or is entitled to be registered as the proprietor of the Land.
- D The Responsible Authority on 8 December 2022 issued the Permit.
- E The Responsible Authority and the Owner have agreed that, without restricting or limiting their respective power to enter into this Agreement, and insofar as it can be treated, this Agreement is an agreement entered into pursuant to section 173 of the Act for the purpose of satisfying Condition Number 3 of the Permit.
- F The Responsible Authority and the Owner have entered into this Agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this Agreement:

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

“Agreement” means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.

“Dwelling” a building intended to be used as a residential place of residence.

“Endorsed Plans” means the plan or plans approved by the Responsible Authority pursuant to the Permit, as amended from time to time.

“Land” means the land situate at 51 Tarwin Street, Warragul VIC 3820 and being the land comprised in Certificate of Title Vol 11499 Fol 956 also known as Lot C PS723290.

Any reference to the Land in this Agreement will include a reference to any lot created by the subdivision of the Land or any part of it.

“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 Land or any part of it.

“Notice” means any notice, demand, consent, approval or communication under this Agreement.

“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 of the Land or any part of it, and includes a Mortgagee-in-possession.

“Party” or **“Parties”** means the Owner and the Responsible Authority.

“Permit” means planning permit number PLA0114/21 as amended from time to time, issued to the Owner on 8 December 2022 by the Responsible Authority.

“Planning Scheme” means the Baw Baw Planning Scheme.

“Responsible Authority” means the Baw Baw Shire Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.

“Tribunal” means the Victorian Civil and Administrative Tribunal, and any Tribunal or other person or body which supersedes it.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) The singular includes the plural and vice versa.
- (b) A reference to a gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person’s successors in law.
- (d) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
- (e) 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.
- (f) A reference to an information table, a clause, paragraph, schedule or annexure is to the information table, a clause or paragraph of, or schedule or annexure to, this

Agreement, and a reference to this Agreement includes the information table and any schedule or annexure.

- (g) A reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time.
- (h) A rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it.
- (i) 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 same meaning as defined in the Act.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Section 173 Agreement

2.1 Purpose

This Agreement is made under section 173 of the Act. In entering into the Agreement, the parties intend to give effect to the Permit and achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme.

2.2 Burden of covenants

The parties to this Agreement intend that the burden of the Owner's covenants run with the Land.

3. Commencement

This Agreement comes into force on the date of this Agreement.

4. Owner's Covenants

4.1 Obligations

The Owner covenants with the Responsible Authority that:

- a) Prior to the issue of a Building Permit for the construction of any dwelling on a lot, a lot owner must pay the Community Infrastructure Levy to the Responsible Authority in accordance with the Development Contributions Plan Overlay – Schedule 1.
- b) The landscaping shown on the endorsed Landscape Plan being maintained to the satisfaction of the Responsible Authority for a period of two years from the practical completion of the landscaping for that relevant stage, unless alternative arrangements have been made in writing by the Responsible Authority. During this period, any dead, diseased or damaged plants or landscaped areas are to be repaired or replaced during the period of maintenance and must not be deferred until the completion of the maintenance period.

4.2 Further Obligations

The Owner further covenants that:

- (a) The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first disclosing to its successors the existence and nature of this Agreement.

- (b) The Owner will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgement or other document.
- (c) The Owner shall immediately on demand pay the reasonable legal costs and fees incurred and incidental to the preparation and execution of this Agreement and the registration of this Agreement pursuant to Section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Responsible Authority, as the case may be. The Owner agrees that any such costs are and remain a charge on the Land until paid, and consents to the Responsible Authority, as the case may be, registering a caveat on the title to the Land in respect of any such costs and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority, as the case may be, in any court of competent jurisdiction as a civil debt recoverable.
- (d) That until such time as this Agreement is registered on the title to the Land, the Owner shall ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.
- (e) The Owner agrees to indemnify and keep indemnified the Responsible Authority from and against all costs, expenses, losses or damages that they may sustain, incur, suffer 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 and/or any non-compliance with this Agreement.
- (f) The Owner agrees to allow the Responsible Authority to enter the Land at any reasonable time to assess compliance with this Agreement.

4.3 Owner's Warranties and Acknowledgements

The Owner warrants that:

- (a) it is the registered proprietor (or entitled to be so) of the Land;
- (b) there are no mortgages, liens, charges or other encumbrances affecting the Land which are not disclosed by the usual searches; and
- (c) if the Land is affected by a mortgage, the Mortgagee of the Land consents to the Owner entering into this Agreement and the Agreement being registered on the title to the Land.

The Owner acknowledges that any obligations imposed on the Owner under this Agreement take effect as separate and several covenants which are annexed to the Land and run at law and in equity with the Land and every part thereof and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Land.

4.4 Further assurance

The Parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

5. General

5.1 Default

If the Owner defaults or fails to perform any of its obligations under this Agreement the Responsible Authority may, as the case may be, without prejudice to any other remedies, rectify and remedy such default and the costs of doing so shall be borne by the Owner. The Owner hereby consents to the Responsible Authority registering a caveat on the title to the Land in respect of any such costs, and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority in any court of competent jurisdiction as a civil debt recoverable.

5.2 No waiver

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

5.3 No Fettering of Powers of Responsible Authority

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner or any of its obligations under this Agreement does or will restrain, limit, or otherwise fetter the exercise by the Responsible Authority of the powers, duties and discretions that the Responsible Authority has or may have (as planning authority, responsible authority or otherwise) under the Act or under the Planning Scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation of any enforcement action or proceeding whatsoever.

5.4 Entire Agreement

The Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

5.5 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 shall be severed and the other provisions of this Agreement shall remain operative and be of full force and effect.

5.6 Disputes

- (a) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.
- (b) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the parties, or, in the absence of such agreement the Chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.
- (c) The parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to clause 5.6(a) or 5.6(b) of this Agreement unless the Tribunal or arbitrator otherwise directs, and each Party must bear its own costs.

EXECUTED as an agreement under Division 2 of Part 9 of the Act and as a Deed between the parties

For the Responsible Authority:

SIGNED, SEALED AND DELIVERED)
by and on behalf of **Baw Baw Shire**)
Council by Leanne Hurst, Director)
Planning and Development, pursuant to)
the Instrument of Delegation dated 14th)
September 2022 in the presence of:)

DocuSigned by:

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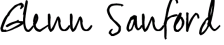
Witness Signature

Ashleigh whale

Witness Name

SIGNED, SEALED and DELIVERED by BAW BAW DEVELOPMENTS PTY LTD

by

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Signature

Glenn Andrew Sanford under Power of
Attorney dated 4/3/2014

9/5/2023

Date



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Planning and Environment Regulations 2005 No. 33

FORM 18
Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: Maddocks Lawyers

Phone: 9258 3555

Address: Level 6, 140 William Street, Melb, Vic, 3000

Ref: 6356325; OXO: KAL Customer Code: 1167E

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: Volume 11331 Folio 955 and Volume 11499 Folio 956

Authority: 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:

Name of Officer:

Craig Lyon

Date:

11 May 2015



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9256 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

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

Subject Land: 25 and 51 Tarwin Street, Warragul

**Baw Baw Shire Council
and**

**Baw Baw Developments Pty Ltd
ACN 103 394 618**

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Agreement under section 173 of the Planning and Environment Act 1987

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Dated

11 May 2015



Parties

Name	Baw Baw Shire Council
Address	1 Civic Place, Warragul, Victoria
Short name	Council

Name	Baw Baw Developments Pty Ltd ACN 103 394 618
Address	3 Napier Street, Warragul, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Planning Permit authorises the residential subdivision of the Subject Land, the Adjoining Land and other land.
- D. Council is undertaking construction of the Wetlands Areas 1, 2 and 3 located within the Wetlands Reserve on the Adjoining Land.
- E. Due to the construction of the Wetlands Areas 1, 2 and 3 within the Wetlands Reserve, the Owner has asked Council for permission to defer commencement of the Works required by the Planning Permit.
- F. On the terms and conditions set out in this Agreement, Council has agreed to allow the Owner to defer commencement of the Works until the times set out in this Agreement.
- G. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

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Act means the *Planning and Environment Act 1987*.

Adjoining Land means land situated at 1805 Princes Highway, Warragul being the land referred to in certificate of title volume 11535 folio 062.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Boundary Plan means the plan labelled 'Boundary Plan' attached to this Agreement and marked as Attachment 'A' or such later plan as approved by Council from time to time.

Certificate of Occupancy means an occupancy permit under the *Building Act 1993*.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

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.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Estimated Cost means:

- (a) for the purpose of calculating the Plan Checking Fee, the estimated cost, as agreed by Council, of constructing the Public Works or any part of the Works shown on the plans to be checked; and
- (b) for the purpose of calculating the Supervision Fee, the estimated cost, as agreed by Council, of constructing the Public Works or any part of the Works to be supervised.

Indexation means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

Infrastructure Design Manual means the manual entitled IDM Infrastructure Design Manual Version 4.3' and dated September 2014 as amended from time to time, or, if that manual is no longer published, another manual as determined by Council from time to time.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

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Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Oval means the oval to be located on the Subject Land along Tarwin Street which is shown as the 'Oval' on the Boundary Plan.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Plan Checking Fee means a fee payable to Council by the Owner for checking plans for Public Works, including the Works, and which is payable at the rate of 0.75 per cent of the Estimated Cost.

Planning Permit means planning permit no. PSB0038/09.D, as amended from time to time, issued on 4 January 2010, authorising the residential subdivision of the land specified in the permit, including the Subject Land, the Adjoining Land and other land, and associated works including the removal of native vegetation in accordance with Endorsed Plan.

Planning Scheme means the Baw Baw Planning Scheme and any other planning scheme that applies to the Subject Land.

Public Works means works that are to be constructed by or on behalf of the Owner on land other than the Subject Land for the purpose of providing roads or public utility services to service or otherwise provide benefit to the Subject Land, the Adjoining Land or land to be subdivided in accordance with the Planning Permit.

Reserves means the reserves to be located on the Adjoining Land in Stages 1, 2 and 3 which will vest in Council upon registration of the applicable stage of Subdivision.

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$102 if paid within 12 months from the date that this Agreement commences; or
- (b) \$102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Stage 1 means the area shown on the Boundary Plan as 'Stage 1' or the like.

Stage 2 means the area shown on the Boundary Plan as 'Stage 2' or the like.

Stage 3 means the area shown on the Boundary Plan as 'Stage 3' or the like.

Stage 1 Works means all of the works and requirements listed in Schedule 1.

Stage 2 Works means all of the works and requirements listed in Schedule 2.

Stage 3 Works means all of the works and requirements listed in Schedule 3.

Subdivision Stage followed by a reference to a stage number is a reference to a specified stage of the development as identified in any staging plan forming part of plans endorsed under the Planning Permit.

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Statement of Compliance means a Statement of Compliance under the *Subdivision Act 1988*.

Subdivision means the subdivision of the land authorised by the Planning Permit.

Subject Land means the land situated at 25 and 51 Tarwin Street, Warragul being the land referred to in certificates of title volume 11331 folio 955 and volume 11499 folio 956 respectively and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Supervision Fee means a fee payable to Council by the Owner for supervision of Public Works, including the Works, and which is payable at the rate of 2.5 per cent of the Estimated Cost.

Wetlands Area 1 means all of the land shown marked as within the 'Baw Baw Developments Wetlands Works Area' within Stage 1 on the Boundary Plan.

Wetlands Area 2 means all of the land shown marked as within the 'Baw Baw Developments Wetlands Works Area' within Stage 2 on the Boundary Plan.

Wetlands Area 3 means all of the land shown marked as within the 'Baw Baw Developments Wetlands Works Area' within Stage 3 on the Boundary Plan.

Wetlands Reserve means all of the land to be constructed for the purpose of a wetlands reserve being all of the land shown marked as within the 'Works Staging Boundary' on the Boundary Plan.

Works means all of the works comprising the Stage 1 Works, the Stage 2 Works and the Stage 3 Works.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used 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;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

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

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 record the terms and conditions by which commencement of the Works required by the Planning Permit will be deferred; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have consented to the deferral of the commencement of the Works required by the Planning Permit without requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to procure Council's agreement to the deferral of the commencement of the Works.

5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Owner's specific obligations

6.1 Completion of the Works

The Owner covenants and agrees that:

- 6.1.1 unless with the prior written consent of Council, the Owner must complete the Works:
- (a) prior to the timeframes specified in this Agreement;
 - (b) at the full cost of the Owner; and
 - (c) to the satisfaction of Council;
- 6.1.2 if the Works are not completed in accordance with clause 6.1.1, Council may withhold any Statement of Compliance relating to a Subdivision Stage unless alternate arrangements are made to the satisfaction of Council for the completion of the Works in accordance with clause 6.5.

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6.2 Stage 1 Works

Unless with the prior written consent of Council, the Owner must complete the Stage 1 Works in conjunction with the availability of the Oval for use and prior to May 2016.

6.3 Stage 2 Works

Unless with the prior written consent of Council, the Owner must complete the Stage 2 Works by the end of the first full planting season in either Spring or Autumn following the earliest occurrence of either:

- 6.3.1 completion of the Wetlands Area 2;
- 6.3.2 lodgement of an application for either a Statement of Compliance or a Certificate of Occupancy for part of the Subject Land being land located at 51 Tarwin Street, Warragul referred to in certificate of title volume 11499 folio 956;
- 6.3.3 commencement of residential development on land located directly adjacent to the western side of the Wetlands Reserve; or
- 6.3.4 May 2017.

6.4 Stage 3 Works

Unless with the prior written consent of Council, the Owner must complete the Stage 3 Works by the end of the first full planting season in either Spring or Autumn following the earliest occurrence of either:

- 6.4.1 commencement of residential development on part of the Subject Land being land located at 25 Tarwin Street, Warragul referred to in certificate of title volume 11331 folio 938;
- 6.4.2 commencement of residential development directly adjacent to the west of Stage 3; or
- 6.4.3 May 2019.

6.5 Renegotiation of timeframes

In the event that either the Wetlands Area 2 or the Wetlands Area 3 are not completed by Council before the occurrence of the events set out in clauses 6.3 and 6.4, the Parties agree that following discussion with the Owner, Council will provide written notification to the Owner as to the revised date or event by which the Owner must complete the Stage 2 Works or the Stage 3 Works, as appropriate.

7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;

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7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and

7.2.3 agree to do all things necessary to enable Council to do so, including:

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

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

7.3 Fees

The Owner must pay to Council within 14 days after a written request for payment, any:

7.3.1 Plan Checking Fee;

7.3.2 Supervision Fee; and

7.3.3 Satisfaction Fee.

7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;

7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for determining satisfaction

If Council makes a request for payment of:

7.5.1 a fee under clause 7.3.3; or

7.5.2 any costs or expenses under clause 7.4.3,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7.7 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

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8. Agreement under s 173 of the Act

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

9. Owner's warranties

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

10. Successors in title

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

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

11. General matters

11.1 Notices

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

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 No waiver

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

11.3 Severability

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

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11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

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

11.6 Governing law

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

12. GST

12.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

12.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

14. Ending of Agreement

14.1 This Agreement ends when the Owner has complied with all of the Owner's obligations.

14.2 After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

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Schedule 1 Stage 1 Works

Tarwin Street

Unless with the prior written consent of Council, the Stage 1 Works include:

1. providing traffic calming works in Tarwin Street opposite the Oval to the satisfaction of Council to reduce target speeds to 40km per hour; and
2. constructing the Tarwin Street frontage from the southern boundary of the Wetlands Reserve to the northern boundary of the Wetlands Reserve in accordance with plans and specifications approved by Council.

Unless otherwise approved by Council, the plans and specifications for the construction of Tarwin Street must be in accordance with Council's Infrastructure Design Manual and provide for construction of the:

- 2.1 kerb and channel;
- 2.2 footpath and shared paths;
- 2.3 road pavement; and
- 2.4 underground drainage.

Reserves

Unless with the prior written consent of Council, the Stage 1 Works include:

3. prior to the commencement of any works on the Reserves located in Stage 1 (including infrastructure construction works), preparing and obtaining Council's approval of the following plans for the Reserves located in Stage 1:
 - 3.1 survey plan of the existing site features for each Reserve;
 - 3.2 landscape plan for each Reserve;
 - 3.3 management plan for each Reserve including the design details of the Reserve;
 - 3.4 design and construction plans detailing all proposed works for each Reserve including:
 - (a) vegetation removal;
 - (b) earthworks;
 - (c) road and footpath construction;
 - (d) drainage works; and
 - (e) any other works associated with the development including any works on adjoining land or road reservations;
 - 3.5 environmental management plan detailing as appropriate:
 - (a) erosion management and sediment control measures to be implemented;

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- (b) protection measures for vegetation being retained
- (c) waste management during construction
- (d) the control and management of any soil to be imported or removed from the Subject Land and any soil stockpiles;
- (e) noise and dust minimisation measures and measures to prevent earth being tracked onto surrounding roads by construction vehicles; and
- (f) any other relevant matter; and

3.6 if required by Council, a traffic management plan to cover all stages of work;

- 4. providing suitable energy efficient lighting within the Reserves located in Stage 1 to the satisfaction of Council;
- 5. constructing all pathways within the Reserves located in Stage 1 in accordance with the construction drawings approved by Council;
- 6. constructing a sealed all weather path that is 2.5 metres wide to the satisfaction of Council that is located on the southern side of Wetlands Area 1 including the provision of seats along the path at intervals not exceeding 200 metres in locations that are to the satisfaction of Council;
- 7. undertaking the following works on all Reserves located in Stage 1 to the satisfaction of Council:
 - 7.1 clearing the Reserves of noxious weeds;
 - 7.2 grading, filling and compacting the Reserves with approved material that is free of rock, stone and other contamination;
 - 7.3 landscaping including, if necessary, shaping and forming the Reserves. The works must include each Reserve being:
 - (a) scarified and top dressed with a minimum 100mm depth of approved topsoils and
 - (b) sown with approved turf mixture of perennial rye and bents at a rate of 300kg per hectare to ensure the Reserve land is free draining and able to be mown by a rotary mower to the satisfaction of Council.

Street works

Unless with the prior written consent of Council, for all streets located adjacent to Stage 1 the Stage 1 Works include:

- 8. providing suitable energy efficient street lighting in accordance with residential standards and to the satisfaction of Council; and
- 9. providing street trees to the satisfaction of Council.

Other requirements

- 10. Unless otherwise approved by Council, all plans must be in accordance with any applicable standards adopted by Council.

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11. All construction works in Stage 1 must be carried out to the satisfaction of Council and in accordance with:
- 11.1 the plans approved by Council;
 - 11.2 Council's approved construction standards document; and
 - 11.3 any applicable standards adopted by Council.



Schedule 2 Stage 2 Works

Reserves

Unless with the prior written consent of Council, the Stage 2 Works include:

1. prior to the commencement of any works on the Reserves located in Stage 2 (including infrastructure construction works), preparing and obtaining Council's approval of the following plans for the Reserves located in Stage 2:
 - 1.1 survey plan of the existing site features for each Reserve;
 - 1.2 landscape plan for each Reserve;
 - 1.3 management plan for each Reserve including the design details of the Reserve;
 - 1.4 design and construction plans detailing all proposed works for each Reserve including:
 - (a) vegetation removal;
 - (b) earthworks
 - (c) road and footpath construction;
 - (d) drainage works; and
 - (e) any other works associated with the development including any works on adjoining land or road reservations;
 - 1.5 environmental management plan detailing as appropriate:
 - (a) erosion management and sediment control measures to be implemented;
 - (b) protection measures for vegetation being retained;
 - (c) waste management during construction;
 - (d) the control and management of any soil to be imported or removed from the Subject Land and any soil stockpiles;
 - (e) noise and dust minimisation measures and measures to prevent earth being tracked onto surrounding roads by construction vehicles; and
 - (f) any other relevant matter; and
 - 1.6 if required by Council, a traffic management plan to cover all stages of work;
2. providing suitable energy efficient lighting within the Reserves located in Stage 2 to the satisfaction of Council;
3. constructing all pathways within the Reserves located in Stage 2 in accordance with the construction drawings approved by Council;
4. undertaking the following works on all Reserve located in Stage 2 to the satisfaction of Council:

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- 4.1 clearing the Reserves of noxious weeds;
- 4.2 grading, filling and compacting the Reserves with approved material that is free of rock, stone and other contamination;
- 4.3 landscaping including, if necessary, shaping and forming the Reserves. The works must include each Reserve being:
 - (a) scarified and top dressed with a minimum 100mm depth of approved topsoils and
 - (b) sown with approved turf mixture of perennial rye and bents at a rate of 300kg per hectare to ensure the Reserve land is free draining and able to be mown by a rotary mower to the satisfaction of Council.

Street works

Unless with the prior written consent of Council, for all streets located adjacent to Stage 2 the Stage 2 Works include:

5. providing suitable energy efficient street lighting in accordance with residential standards and to the satisfaction of Council; and
6. providing street trees to the satisfaction of Council.

Other requirements

7. Unless otherwise approved by Council, all plans must be in accordance with any applicable standards adopted by Council.
8. All construction works in Stage 2 must be carried out to the satisfaction of Council and in accordance with:
 - 8.1 the plans approved by Council;
 - 8.2 Council's approved construction standards document; and
 - 8.3 any applicable standards adopted by Council.

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Schedule 3 Stage 3 Works

Reserves

Unless with the prior written consent of Council, the Stage 3 Works include:

1. prior to the commencement of any works on the Reserves located in Stage 3 (including infrastructure construction works), preparing and obtaining Council's approval of the following plans for the Reserves located in Stage 3:
 - 1.1 survey plan of the existing site features for each Reserve;
 - 1.2 landscape plan for each Reserve;
 - 1.3 management plan for each Reserve including the design details of the Reserve;
 - 1.4 design and construction plans detailing all proposed works for each Reserve including:
 - (a) vegetation removal;
 - (b) earthworks
 - (c) road and footpath construction;
 - (d) drainage works; and
 - (e) any other works associated with the development including any works on adjoining land or road reservations;
 - 1.5 environmental management plan detailing as appropriate:
 - (a) erosion management and sediment control measures to be implemented;
 - (b) protection measures for vegetation being retained
 - (c) waste management during construction
 - (d) the control and management of any soil to be imported or removed from the Subject Land and any soil stockpiles;
 - (e) noise and dust minimisation measures and measures to prevent earth being tracked onto surrounding roads by construction vehicles; and
 - (f) any other relevant matter; and
 - 1.6 if required by Council, a traffic management plan to cover all stages of work;
2. providing suitable energy efficient lighting within the Reserves located in Stage 3 to the satisfaction of Council;
3. constructing all pathways within the Reserves located in Stage 3 in accordance with the construction drawings approved by Council;
4. undertaking the following works on all Reserves located in Stage 3 to the satisfaction of Council:

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- 4.1 clearing the Reserves of noxious weeds;
- 4.2 grading, filling and compacting the Reserves with approved material that is free of rock, stone and other contamination;
- 4.3 landscaping including, if necessary, shaping and forming the Reserves. The works must include each Reserve being:
 - (a) scarified and top dressed with a minimum 100mm depth of approved topsoils and
 - (b) sown with approved turf mixture of perennial rye and bents at a rate of 300kg per hectare to ensure the Reserve land is free draining and able to be mown by a rotary mower to the satisfaction of Council.

Street works

Unless with the prior written consent of Council, for all streets located adjacent to Stage 3 the Stage 3 Works include:

5. providing suitable energy efficient street lighting in accordance with residential standards and to the satisfaction of Council; and
6. providing street trees to the satisfaction of Council.

Other requirements

7. Unless otherwise approved by Council, all plans must be in accordance with any applicable standards adopted by Council.
8. All construction works in Stage 3 must be carried out to the satisfaction of Council and in accordance with:
 - 8.1 the plans approved by Council;
 - 8.2 Council's approved construction standards document; and
 - 8.3 any applicable standards adopted by Council.

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Attachment 1 Boundary Plan

Where the plan which is Attachment 1 has been removed from this counterpart to the Agreement due to difficulties of the Titles Office with imaging for recording purposes, a copy is included in each of the counterparts to this Agreement held by the Minister for Planning, Council and the Owner of the Subject Land as at the date the Agreement was executed.

A copy of the counterpart Agreement together with Attachment 1 is available for inspection at Council's offices during normal hours upon giving Council reasonable notice.

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Signing Page

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

Signed on behalf of Baw Baw Shire Council
by MATTHEW CRIPPS, Director Growth and
Economic Development pursuant to Instrument
of Delegation dated 23 December 2013
In the presence of -

Witness

)
)
)
)
) Signed: 

Executed by Baw Baw Developments Pty
Ltd ACN 103 394 618 in accordance with s
127(1) of the Corporations Act 2001:

Signature of Director


MICHAEL THOMAS BLACKWOOD
Print full name

)
)
)
)
) Signature of Director (or Company Secretary)

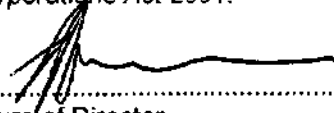

GARY WILLIAM TOUNGETTI
Print full name

Mortgagee's Consent

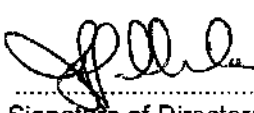
Rintel Investments Pty Ltd as Mortgagee under instrument of mortgage no. AK790848R consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by Rintel Investments Pty Ltd ACN
166 629 607 in accordance with s 127(1) of
the Corporations Act 2001:

Signature of Director


FRANCIS JEFFREY MARSHALL
Print full name

)
)
)
)
) Signature of Director/Company Secretary


Jeremy Miles
Print full name

Property Report

21 Trailwater Court, Warragul Vic 3820

Date: 14/08/2026



Jackie Walker

jackie@sfconvey.com

Details

LOCAL GOVERNMENT (COUNCIL)

Baw Baw

COUNCIL PROPERTY NUMBER

36784

LAND SIZE

493m² Approx

ORIENTATION

North

FRONTAGE

14.06m Approx

ZONES

GRZ - General Residential Zone - Schedule 1

OVERLAYS

DCPO - Development Contributions Plan Overlay - Schedule 1

ESO - Environmental Significance Overlay - Schedule 4

Parcel Identifiers

LOT/PLAN

Lot 21 PS901205

State Electorates

LEGISLATIVE COUNCIL

Eastern Victoria Region

LEGISLATIVE ASSEMBLY

Narracan District

Schools

CLOSEST PRIVATE SCHOOLS

Marist-Sion College (451 m)

St Joseph's School (592 m)

St Paul's Anglican Grammar School - Warragul Campus (1351 m)

CLOSEST PRIMARY SCHOOLS

Warragul Primary School (907 m)

CLOSEST SECONDARY SCHOOLS

Warragul Regional College (1262 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 116 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 80 Homes

Council Information - Baw Baw

PHONE

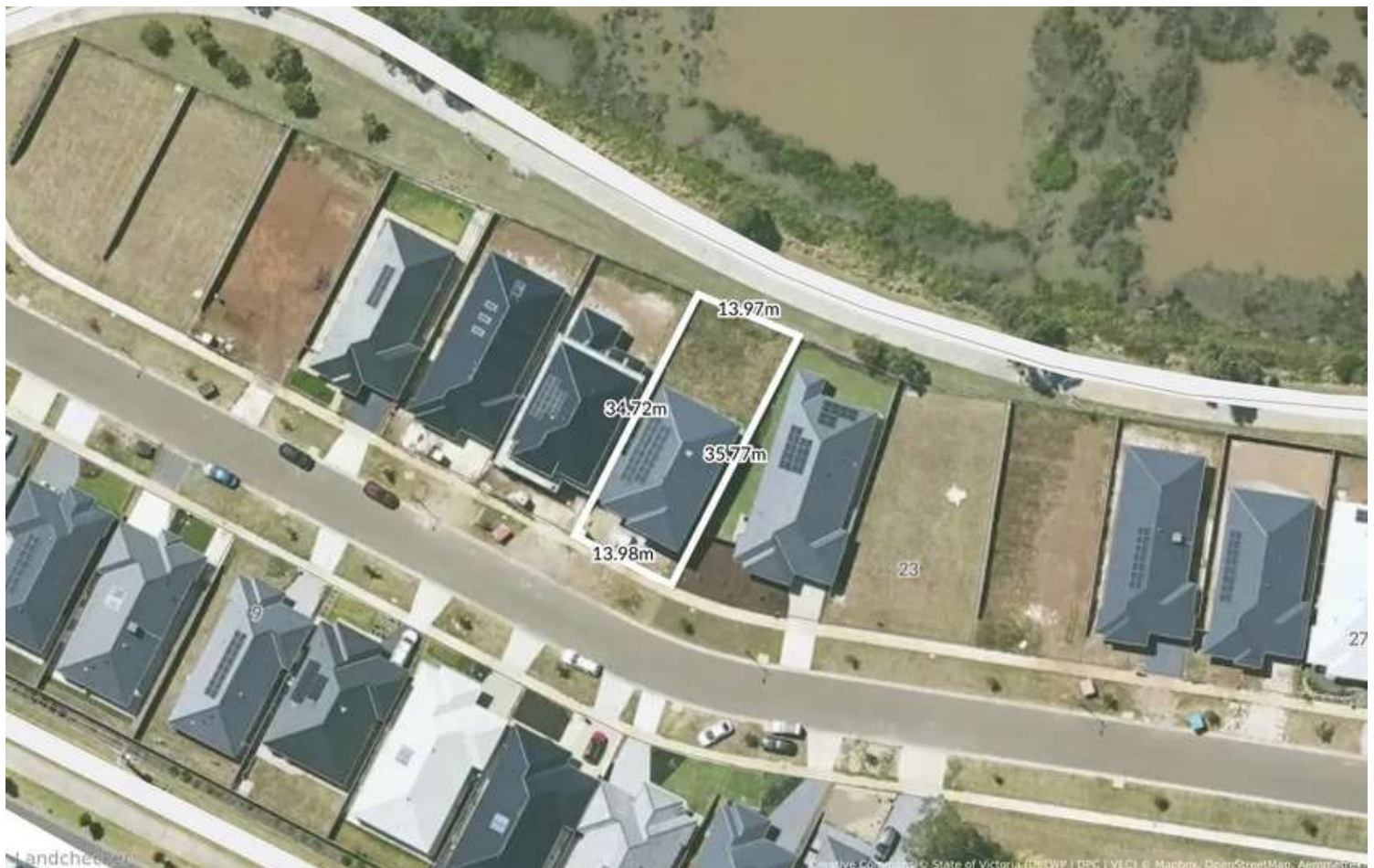
03 5624 2411 (Baw Baw)

EMAIL

bawbaw@bawbawshire.vic.gov.au

WEBSITE

<http://www.bawbawshire.vic.gov.au/>



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

21 Trailwater Court, Warragul Vic 3820

Status	Code	Date	Description
APPROVED	VC300	30/07/2026	Amendment VC300 changes the VPP and all planning schemes in Victoria by implementing the Mid-Rise Code to introduce new deemed to comply assessment provisions for four to six storey residential development in residential zones.
APPROVED	VC312	15/06/2026	Corrections and updates to the Victoria Planning Provisions and planning schemes to ensure they are current and accurate.
APPROVED	VC311	08/06/2026	Amendment VC311 amends clause 45.09 (Parking Overlay) to align with the changes made to clause 52.06 (Car parking) by Amendment VC277 in December 2025 as part of the car parking reforms. The amendment also makes consequential changes to clause 52.06.
APPROVED	GC269	04/06/2026	GC269 corrects obvious or technical errors and makes consequential changes to local schedules to align with VC286.

PROPOSED PLANNING SCHEME AMENDMENTS

21 Trailwater Court, Warragul Vic 3820

Status	Code	Date	Description
PROPOSED	C154bawb	24/07/2026	The amendment implements the recommendations of the Baw Baw Economic Land Use Strategy (Charter Keck Cramer, 2023) by amending the Municipal Planning Strategy, making updates to local policy, rezoning land to support economic land uses, apply the Environmental Audit Overlay and other minor consequential changes to the Baw Baw Planning Scheme.
PROPOSED	C157bawb	23/07/2026	The amendment proposes to implement the recommendations of the Baw Baw Planning Scheme Review 2025 through the inclusion of amended local information into the Municipal Planning Strategy (MPS), Planning Policy Framework (PPF), schedule to zones, overlays, particular provisions, general provisions and operational provisions.



GRZ1 - General Residential Zone - Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage development that is responsive to the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.08 General Residential Zone

None specified.

LPP 32.08 Schedule 1 To Clause 32.08 General Residential Zone

For confirmation and detailed advice about this planning zone, please contact BAW BAW council on 03 5624 2411.

Other nearby planning zones

- GRZ - General Residential Zone
- PPRZ - Public Park And Recreation Zone

- RAZ - Rural Activity Zone
- TRZ1 - Transport Zone
- TRZ2 - Transport Zone
- UFZ - Urban Floodway Zone



DCPO1 – Development Contributions Plan Overlay – Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

VPP 45.06 Development Contributions Plan Overlay

The Plan applies to all land within the boundaries of the 63 areas designated in Baw Baw Shire Development Contributions Plan from area 1a to area 48.

The Plan provides for different amounts of levy to be payable in specified areas, which are shown on the Plans to this Schedule, and in the Baw Baw Shire Development Contributions Plan (December 2023).

LPP 45.06 Schedule 1 To Clause 45.06 Development Contributions Plan Overlay

For confirmation and detailed advice about this planning overlay, please contact BAW BAW council on 03 5624 2411.



DCPO2 - Development Contributions Plan Overlay - Schedule 2

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

[VPP 45.06 Development Contributions Plan Overlay](#)

All land within the Warragul Development Contributions Plan area shown as DCPO2 on the planning scheme maps.

[LPP 45.06 Schedule 2 To Clause 45.06 Development Contributions Plan Overlay](#)

For confirmation and detailed advice about this planning overlay, please contact BAW BAW council on 03 5624 2411.



ESO4 - Environmental Significance Overlay - Schedule 4

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas where the development of land may be affected by environmental constraints.

To ensure that development is compatible with identified environmental values.

VPP 42.01 Environmental Significance Overlay

The Giant Gippsland Earthworm (*Megascolides australis*) is listed as a threatened species under both Commonwealth (Environment Protection and Biodiversity Conservation Act 1999) and State (Flora and Fauna Guarantee Act 1988) legislation. The species is one of the largest known earthworms in the world, with an average length of 80 cm. The distribution of the worm is restricted to approximately 40,000 hectares in an area bounded by Loch, Korumburra and Warragul in West and South Gippsland. However, within this distribution, suitable habitat for the species is restricted to very small areas; generally in moist, blue-grey clay soils on flats near the banks of streams or along soaks and watercourses on south or west-facing slopes. Colonies of the Giant Gippsland Earthworm may range in size from a few individuals to many hundreds. Factors thought to influence the distribution of the Giant Gippsland Earthworm include the nature and depth of soil, microtopography, aspect,

subsoil and hydrology. The species spends most of its life within the top 1.5-metres of soil, feeding on roots and soil organic matter. The Giant Gippsland Earthworm plays an important role in the maintenance of soil fertility and soil structure, contributing to the high agricultural value of the region. The Giant Gippsland Earthworm lays only a single egg capsule during the breeding season in spring and early summer. The species reduced capacity to grow its population is also associated with a slow growth rate and poor dispersal ability. The species also lacks the ability to recover from even slight wounds. These factors predispose the Giant Gippsland Earthworm to being particularly sensitive to development activities that may result in the direct destruction of earthworm habitat, changes to hydrology (including underground water), application of chemicals and dispersal of effluent or physical soil disturbance. Climate change has also been identified as a potential threat to the species.

LPP 42.01 Schedule 4 To Clause 42.01 Environmental Significance Overlay

For confirmation and detailed advice about this planning overlay, please contact BAW BAW council on 03 5624 2411.



- FO - Floodway Overlay
- LSIO - Land Subject To Inundation Overlay
- SCO - Specific Controls Overlay

For confirmation and detailed advice about this planning overlay, please contact BAW BAW council on 03 5624 2411.



Aboriginal Cultural Heritage Sensitivity

This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact BAW BAW council on 03 5624 2411.



Flood

This property has not been specified as being affected by flooding according to [Landchecker flood sources](#).

For confirmation and detailed advice about this flood area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning FO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning FO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning FO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning FO3	Unaffected	State	27/07/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning RFO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO4	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	27/07/2026



Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.
For confirmation and detailed advice about this bushfire prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BMO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning BMO3	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning	Unaffected	State	27/07/2026

Source Authority	Status	Type	Last Updated
BPA			



Landslide Prone Area

This property is not within a zone classified as a landslide prone area.

For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning	Unaffected	State	27/07/2026

Source Authority	Status	Type	Last Updated
EMO4			
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO7	Unaffected	State	27/07/2026



No planning permit data available for this property.



Status	Code	Address	Description
PENDING 07/04/2017 (received)	PLA0164/16.B	<u>1805 Princes Highway, Warragul</u>	Use and development of display home village with associated signage and car parking, and reduction of the car parking requirements.
APPROVED 24/09/2018 (received)	AMDO013/18	<u>1805 Princes Highway, Warragul</u> <u>1805 Princes Highway, Warragul</u>	Amend multi lot residential subdivision & endorse landscape masterplan (cond 41).
APPROVED 19/01/2011 (received)	PLA0005/11	<u>1805 Princes Highway, Warragul</u>	Works in the form of temporary access and entrance to subdivision.
APPROVED 12/01/2021 (received)	PLA0008/21	<u>40 Tarwin Street, Warragul</u>	Buildings and works to construct two netball courts and clubhouse in association with the use of an open sports ground.
OTHER 07/02/2018 (received)	PLA0027/18	<u>1805 Princes Highway, Warragul</u>	Use of land for a helicopter landing site in general accordance with the submitted plans.

Status	Code	Address	Description
APPROVED 23/03/2011 (received)	PLA0088/11	<u>1805 Princes Highway, Warragul</u>	Develop land with signage.
OTHER 12/04/2007 (received)	PLA0128/07	<u>40 Tarwin Street, Warragul</u>	Instal a water tank.
APPROVED 04/05/2007 (received)	PLA0158/07	<u>50 Tarwin Street, Warragul</u> <u>40 Tarwin Street, Warragul</u> <u>1805 Princes Highway, Warragul</u>	Construct a recreation trail between warragul and drouin.
APPROVED 15/06/2016 (received)	PLA0164/16	<u>1805 Princes Highway, Warragul</u>	Use and development of display home village with associated signage and car parking, and reduction of the car parking requirements.
APPROVED 23/11/2016 (received)	PLA0164/16.A	<u>1805 Princes Highway, Warragul</u>	Use and development of display home village with associated signage and car parking, and reduction of the car parking requirements.
APPROVED 16/05/2008 (received)	PLA0168/08	<u>Princes Highway, Warragul</u> <u>Princes Highway, Warragul</u> <u>Princes Highway, Warragul</u> <u>Princes Highway, Warragul</u>	Develop land with trail marker signs.
APPROVED 07/06/2010 (received)	PLA0194/10	<u>1805 Princes Highway, Warragul</u>	Use land for display homes and develop land with signage and car park.
APPROVED 08/06/2006 (received)	PLA0209/06	<u>40 Tarwin Street, Warragul</u>	Construct replacement cricket training nets.
APPROVED 24/07/2015 (received)	PLA0243/15	<u>51 Tarwin Street, Warragul</u>	Earthworks is association with a residential subdivision.
APPROVED 01/10/2013 (received)	PLA0250/13	<u>50 Tarwin Street, Warragul</u>	Development of an outbuilding ancillary to an existing dwelling.
APPROVED 16/07/2009 (received)	PLA0255/09	<u>1845 Princes Highway, Warragul</u>	Develop land with alterations to motel.
APPROVED 02/11/2012 (received)	PLA0271/12	<u>1845 Princes Highway, Warragul</u>	Development of an extension to an existing motel.
APPROVED 14/08/2007 (received)	PLA0304/07	<u>1845 Princes Highway, Warragul</u>	Develop the land for an extension to motel including additional rooms and construction of a two storey building.
APPROVED 12/07/2017 (received)	PLA0345/14.A	<u>1805 Princes Highway, Warragul</u>	Multi lot residential subdivision (waterford rise northern release).
APPROVED 22/06/2018 (received)	PLA0345/14.B	<u>1805 Princes Highway, Warragul</u>	Amend multi lot residential subdivision (waterford rise northern release).
APPROVED 01/12/2006 (received)	PLA0430/06	<u>Princes Highway, Warragul</u> <u>Princes Highway, Warragul</u> <u>Princes Highway, Warragul</u> <u>Princes Highway, Warragul</u>	Expand existing sewer facilities (amended proposal).
APPROVED 03/12/2010 (received)	PLA0439/10	<u>1805 Princes Highway, Warragul</u>	Develop land with signage.
APPROVED 12/01/2012 (received)	PSB0002/12	<u>27 Princes Highway, Warragul</u> <u>40 Tarwin Street, Warragul</u>	Creation & removal of easements.

Status	Code	Address	Description
APPROVED 28/10/2014 (received)	PSB0038/09.E	<u>1805 Princes Highway, Warragul</u> <u>Pharaohs Road, Warragul</u>	Residential subdivision and associated works including the removal of native vegetation.
APPROVED 22/12/2016 (received)	PSB0038/09.F	<u>Pharaohs Road, Warragul</u> <u>1805 Princes Highway, Warragul</u>	Multi lot subdivision (1225).
APPROVED 02/11/2022 (received)	SEC0046/22	<u>40 Tarwin Street, Warragul</u>	Buildings and works to construct two netball courts and clubhouse in association with the use of an open sports ground.

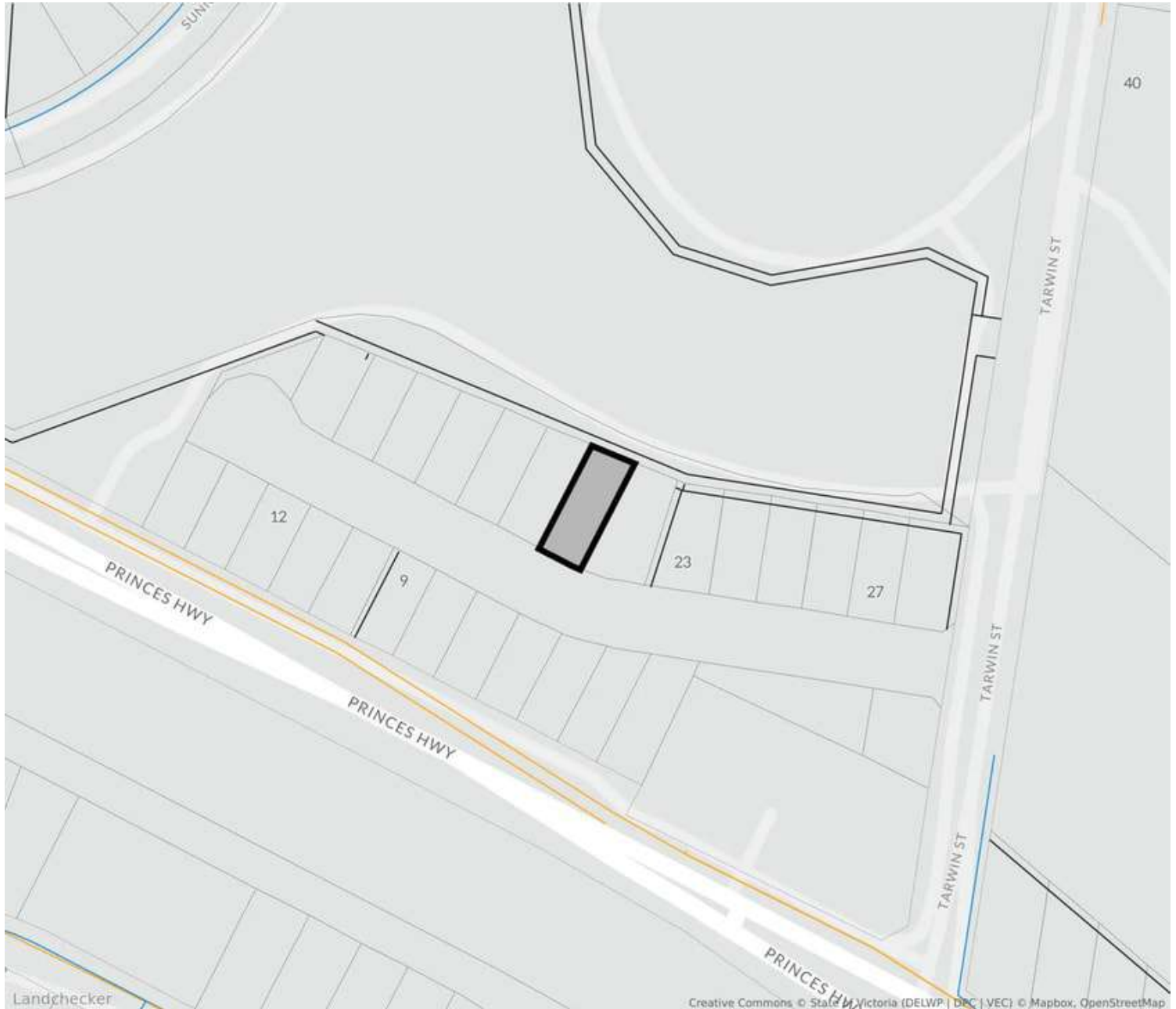
For confirmation and detailed advice about this planning permits, please contact BAW BAW council on 03 5624 2411.

**Others**

Department of Environment, Land, Water and Planning

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) on this property, please contact the relevant source authority.



- **Water**
Gippsland Water
- **Electricity**
Department of Energy, Environment, and Climate Action
- **Others**
Department of Environment, Land, Water and Planning

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) nearby this property, please contact the relevant source authority.



10 - 20m Contours

For confirmation and detailed advice about the elevation of the property, please contact BAW BAW council on 03 5624 2411.

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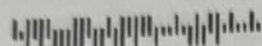
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PO Box 304
Warragul VIC 3820
T: +61 3 5624 2411
E: rates@bawbawshire.vic.gov.au
ABN: 47 274 526 683

Rating Year 1 July 2025 - 30 June 2026
TAX INVOICE

Property number
36784



SMP Global Pty Ltd
525 Robinsons Road
LANGWARRIN, VIC 3910



032
1020064
DLX3_4039

Instalment amount

\$261.50

Payable by 30th September 2025



To have your notices emailed
Register at bawbawshire.notices.com.au
Reference No: BED5E7779Y

Date of Issue: 12/08/2025

Owner/s: SMP Global Pty Ltd

Property Location 21 Trailwater Court WARRAGUL VIC 3820
V12587 F047 | Lot 21 PS901205J | Drouin East Parish | Land Classification: Residential

AVPCC 100 : Vacant Residential Site/Surveyed Lot

Effective Date	Valuation Date	Site Value	Capital Improved Value	Net Annual Value
01/07/2025	01/01/2025	\$320,000	\$320,000	\$16,000
Rate General		Rate in \$ 0.00266605 X \$320000		\$853.15
TOTAL COUNCIL RATES AND CHARGES				\$853.15
State Government ESVF		\$136.00 + (Rate in \$0.000173 x 320000)		\$191.35
TOTAL DUE				\$1,044.50



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
\$261.50

2nd Instalment Due
30 November 2025
\$261.00

3rd Instalment Due
28 February 2026
\$261.00

4th Instalment Due
31 May 2026
\$261.00

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



Billier Code: 5801
Ref: 000 010 086 882

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

BPAY* This payment via internet or phone banking
BPAY View* - View and pay this bill using internet banking.
BPAY View Registration No.: 000 010 086 882
Please enter the BPAY ref number (next to BPAY logo left)

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.

Council Bill Number: 10086882

Name: SMP Global Pty Ltd

Property: 21 Trailwater Court
WARRAGUL VIC 3820



Billier Code: 0889

Pay in-store at Australia Post,
online at auspost.com.au/postbillpay

13 August 2026

Applicant Reference:
Reference:81556397-024-6
02012128-02

Landata

Secure Electronic Registries Vic (SERV) Locked Bag
MELBOURNE VIC 3001

Thank you for requesting a Gippsland Water Information Statement. We are pleased to provide you with an Information Statement for the below property.

Applicant: Landata
Property Address: 21 Trailwater Crt Warragul Vic 3820
Certificate No: 177721

Please find enclosed:

- Section 158 Statement
- Financial Statement
- Important Information
- Asset Plan (if available)

If you have any questions relating to this Information Statement please phone Gippsland Water on 1800 050 500 or email us at infostats@gippswater.com.au.

Online updates are available, please visit our website www.gippswater.com.au to register for our Solicitor Updates Online service.

Yours sincerely

Nigel Gerreyn
MANAGER PROPERTY SERVICES

Section 158 Statement*(Water Act 1989)*

Date of Issue:	13/08/2026	Applicant Reference:	81556397-024-6
Certificate No:	177721	Reference:	02012128-02
Property Address:	21 Trailwater Crt Warragul Vic 3820		
Property Details:	Lot 21 Plan PS901205		
Settlement Date:	31/10/2026		

The following items relate to Section 158 of the *Water Act 1989*:

- ⇒ Vendor will be liable for any water/wastewater volumetric charges from last bill to settlement date.
- ⇒ This certificate has been produced for Sales Purposes only. Notification of sale particulars must be supplied two (2) working days prior to settlement to enable a final water meter reading to be scheduled, however a final meter reading will not be provided if the certificate is produced for Sale of Business purposes only.

Protection of Gippsland Water Assets:

It is possible that this property has water or sewerage infrastructure located on it. Please refer to the attached plan. Unless prior written consent has been obtained from Gippsland Water, the *Water Act 1989* PROHIBITS:

1. The erection and / or placement of any structure (including but not limited to building, wall, fence, driveway, machinery, embankment) or the removal or addition of filling, over an easement or within one metre laterally of Gippsland Water's water supply and sewerage assets.
2. The connection to, or interference with, any Gippsland Water water supply or sewerage asset.

Gippsland Water may require removal of any trees which may be, in the view of Gippsland Water, invasive to its water supply and sewerage assets. The guide *Planting the Right Trees* is available on the Gippsland Water website.

For additional information, please contact Gippsland Water on 1800 050 500.

Financial Statement

Date of Issue: 13/08/2026
Certificate No: 177721
Applicant Reference: 81556397-024-6
Reference: 02012128-02
Property Address: 21 Trailwater Crt Warragul Vic 3820
Property Details: Lot 21 Plan PS901205
Settlement Date: 31/10/2026

Gippsland Water billing periods: 01 Jul to 31 Oct, 01 Nov to 28 Feb and 01 Mar to 30 June

Charges levied for billing period: 01 Jul to 31 Oct

Financial Information:

Brought Forward Balance	0.00
Sewer Scheme Charges	0.00

Adjustable Charges:

Water Service Charges	66.53
Wastewater Service Charges	305.72
Fire Service Charges	0.00
Commercial Trade Waste Charges	0.00

Non Adjustable Charges:

Wastewater Volumetric Charges	0.00
Notional / Usage Charges	9.89
Miscellaneous / Adjustments / Credits	-382.14
Interest	0.00

Total Outstanding	0.00
--------------------------	-------------

(Please note: CR denotes a credit)



Bill Code: 3475
REF: 3680 0002 0121 2802 3
Pay by savings or credit card



Gippsland Water Authorised Officer:

Date: 13 August 2026



Solicitors
Updates Online
Tool

Gippsland Water has launched a tool to enable you to get your financial updates online

REGISTER TODAY

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>

Important Information

Gippsland Water bill period:

Gippsland Water bills three times per year, for billing periods: 01/07 to 31/10, 01/11 to 28/02 and 01/03 to 30/06.

Gippsland Water tariffs:

Gippsland Water tariffs are reviewed annually and applied as of 01 July. Please ensure you obtain a financial update prior to settlement.

Adjustable and non adjustable charges:

Charges listed under the adjustable charges section are fixed service charges that are applicable to the property e.g. water availability charges. Charges listed under the non adjustable section are applicable to the customer e.g. notional/usage charges, these charges do not need to be adjusted. Interest may continue to accrue after this statement has been generated.

Do not adjust on any credit balances as any credit remaining after settlement will remain with the vendor.

Payment of Gippsland Water accounts:

Gippsland Water requires payment of any outstanding charges within 10 working days of settlement occurring. Any unpaid charges will become the responsibility of the new property owner. Enquiries relating to the unpaid charges will be referred to the purchaser's solicitor or conveyancer.

Financial updates:

It is important to obtain a financial update within 10 days of settlement. Balances may change throughout the bill period and any unpaid charges may be transferred to the purchaser at settlement. Updates can be obtained online through the solicitor updates online

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>.

Notice of property transfer:

Gippsland Water requires notice of property transfer to be received within 10 working days of settlement taking place. Where Gippsland Water has not received notice of a property transfer, the payment of accounts remains the responsibility of the vendor. Notices of property transfer are to be emailed to propertytransfers@gippswater.com.au

Validity of the Information Statement:

This Information Statement will be valid only to the end of the next billing period after the date of issue of this Information Statement.

Automatic eBilling Registration for new customers

Gippsland Water will automatically register our customers for electronic billing upon the creation of their account. Customers can switch to receiving paper bills by post at any time. Refer to our eBilling terms and conditions for more information: www.gippswater.com.au/digital-billing-terms-conditions. We will not disclose personal information to any external parties without consent, unless required or authorised by law. Refer to our privacy policy which sets out how and why we collect, use and disclose your personal information: www.gippswater.com.au/legal/privacy-policy

You can request a printed version of the eBilling Terms and Conditions and/or Privacy by emailing us at contactus@gippswater.com.au or call us on 1800 050 500.

Disclaimer: Gippsland Water does not warrant 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.

BUILDING PERMIT

Building Act 1993

Building Regulations 2018:- Reg 37(1)

Form 2

Permit Number: BS-U 1441 3274271402108/0

Issued to:

Agent of Owner:	Matthew Mepstead of Beachwood Homes P/L
ACN:	075832530
Postal Address:	PO Box 8528 CARRUM DOWNS VIC 3201
Email:	permits@beachwoodhomes.com.au;tara@beachwoodhomes.com.au; luke.sammartino@beachwoodhomes.com.au; sia@beachwoodhomes.com.au
Phone:	9770 8806

Ownership:

Owner:	Grietje Mussche of SMP Global Pty Ltd
Address:	525 Robinsons Road LANGWARRIN 3910
Email:	marjanneveermansdiversen@hotmail.com
Telephone:	0481 194 510

Property Details:

Lot:	21
Street Number:	21
Street Name:	Trailwater Court
Suburb:	WARRAGUL
Postcode:	3820
LP/PS:	PS901205J
Volume:	12587
Folio:	047
Municipal District:	Baw Baw Shire Council

Builder:

Name:	Matthew Mepstead of Beachwood Homes P/L
ACN:	075832530
Postal Address:	PO Box 8528 CARRUM DOWNS VIC 3201
Email:	permits@beachwoodhomes.com.au;tara@beachwoodhomes.com.au; luke.sammartino@beachwoodhomes.com.au; sia@beachwoodhomes.com.au
Telephone:	9770 8806

This builder is specified under Section 24B (4)(a) of the **Building Act 1993** for the building work to be carried out

Natural Person:

Name:	Matthew Mepstead
Email Address:	constructionsupport@beachwoodhomes.com.au;
Mobile:	0437 929 475

Practitioners engaged in the building works:

Practitioner:	Reg Number:	Category/Class:
Matthew Mepstead	DB-U 26615	Builder

Practitioners engaged to prepare documents forming part of the application for this permit:

Practitioner:	Reg Number:	Category/Class:
Matthew Mepstead	CDB-U 51671	Builder
David John Taylor	PE0002350	Civil Engineer

Details of domestic building work insurance:

Name of Builder:	Beachwood Homes P/L
Name of issuer or provider:	Bovill Risk & Insurance Consultants Pty Ltd
Policy Number:	C937762
Policy cover:	\$526,540

Nature of Building Works:

Storeys contained:	2
Rise in storeys:	2
Effective height:	7.9m
Version of BCA applicable to permit:	NCC 2022 Volume 2
Cost of building work:	\$526,540
Total floor area of new building work in m2:	352m2
Nature of Building Works:	Construction of a double storey dwelling and garage

Building Classification:

Part of Building	BCA Classification
Dwelling	1a(i)
Garage	10a

Performance Solution

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

Relevant performance requirement	Details of Performance Solution
H1P1 Structure; H2P2 Damp & Weatherproofing	Unitex Base Board Cavity system was used to determine compliance with the following Performance Requirements of the BCA that relate to this project.

Prescribed Reporting Authorities

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

Reporting Authority	Matter reported on or consented to	Regulation number
Council	Point of discharge stormwater	Reg 133(2)

Protection work

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

INSPECTION REQUIREMENTS

The mandatory notification stages are:

Building	Inspections
Construction of a double storey dwelling and garage	• Screw Piles • Pre Slab • Concrete Slab Reinforcement • Framework • Final completion of works

For mandatory inspection bookings listed above please call 8585 3800 or email inspections@buildingstrategies.com.au prior to 4pm weekdays for the following weekday inspection.

OCCUPATION OR USE OF BUILDING

An **Occupancy Permit** inspection is required prior to the occupation or use of this building.

If an Occupancy Permit is required, the permit is required for the **whole** of the building in respect of which the building work is carried out.

Commencement and completion

Building Works must commence by: 17/06/2026

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: 17/06/2027

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.

PERMIT CONDITIONS:

Description	Requirements:
General:	• The builder named in the building permit must ensure that a copy of the building permit and one set of the approved plans, specifications and documents relating to that permit are available for inspection of the allotment concerned while the building work is in progress. • The builder named in the building permit issued for the building work must ensure the registration numbers and contact details of the builder and building surveyor and the building permit number and the date of issue are displayed on the allotment in a conspicuous position prior to the commencement of building work and for the duration of the building work. • Building work as detailed on the endorsed building permit plans and associated documentation must not be altered in any way without prior approval from the relevant building surveyor. • All building work shall be carried out in accordance with the Building Act 1993 and Building Regulations 2018. • It is the responsibility of the owner and builder to ensure that where trees are removed from within the zone of influence, the ground is moisturised

	prior to any building works commencing or the tree roots are to be isolated from the proposed building works. - Any variation to the approved building permit documentation must be submitted to this office for approval prior to the construction of the variation being carried out. - The substitution of the specified fire-rated products, systems and materials is not permitted - All practicable precaution shall be taken to avoid any damage to adjoining allotments or hazardous/dangerous conditions to the general public - No building or building works to be erected or carried out or equipment is to be used on, over, under, or in the air space of the adjoining allotment.
Title Obligations:	- It is the responsibility of the owner and builder of this project to ensure that all buildings or part thereof are constructed within any legal allotment title boundaries. (If doubt exists verification from a licensed land surveyor is recommended prior to commencement of any building works.) - This building permit is not evidence that the design complies with any restrictive covenant or other encumbrance burdening the subject land. It is the owner(s) responsibility to ensure compliance with any encumbrance. The owner may be subject to enforcement proceedings by a Council or legal proceedings from other beneficiaries if they do not comply with any relevant encumbrance.
Owner/Agent Obligations:	It is the Owners responsibility, or Agent of Owner, to ensure compliance with any Local Council By-Laws and or regulations.
Inspections:	The person that is named as the builder in the building permit issued for the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage of that work.
Planning / Statutory Authority:	- The owner is responsible for obtaining any planning approvals for building works, complying with obligations under property law, including complying with any covenants, encumbrances, Section 173 Agreements, MCP's as nominated on title. - If a planning permit has been issued for the subject building work, all relevant planning permit conditions must be complied with. Where a specific finished floor level (FFL) is required by a statutory authority or title encumbrance then it is the responsibility of the owner and builder to ensure compliance prior to construction (eg. Prior to pouring concrete or installation of suspended flooring). A licensed land surveyor is required to be engaged to verify specific finish floor levels and evidence must be provided to the Relevant Building Surveyor prior to the framework commencing.
Frame documentation:	Truss computations & Layout plan (if applicable) must be submitted to this office for approval prior to installation. A copy of the approved / endorsed

	documents must be available for inspection purposes. - Floor joist computations & Layout plan (if applicable) must be submitted to this office for approval prior to installation. A copy of the approved / endorsed documents must be available for inspection purposes. - Bracing/Lintel computations & Layout plans (if applicable) must be submitted to this office for approval prior to installation. A copy of the approved / endorsed documents must be available for inspection purposes.
Plumbing compliance:	- Where plumbing work which requires the issue of a compliance certificate is carried out in conjunction with the building work included in the permit, a copy of that certificate must be supplied to the relevant building surveyor prior to the issue of any Occupancy Permit or Certificate of Final Inspection. Rainwater tanks and solar hot water systems where required must be installed in accordance with the Plumbing Regulations including a 50m2 catchment area for tanks. Certificates required: - Roof plumbing - Sanitary plumbing - Drainage (below ground sewer) - Drainage (above ground stormwater) - Cold & Hot Water plumbing - Mechanical plumbing (gas heating installation & refrigerated heating & cooling) - Sustainability installation (water tank, solar hot water or recycled water (whichever is applicable)) - During construction temporary downpipes or channelling of the ground to avoid water damage to the adjoining allotments shall be undertaken when necessary.
Electrical compliance:	Prior to the issue of an Occupancy Permit the builder must provide a certificate of electrical safety - prescribed &/or non-prescribed as applicable.
Waterproofing compliance:	Prior to the issue of an Occupancy Permit the builder must provide a Waterproofing installation certificate - wet area, balconies, etc (where applicable).
Glazing compliance:	Prior to the issue of an Occupancy Permit the builder must provide Glazing installation certificate - windows, balustrades, shower screens etc (where applicable).
Special Conditions:	Builder to verify that the dwelling has been constructed in accordance with 6 star energy provisions and/or Part 3.12 of the NCC (as applicable) Prior to the issue of an Occupancy Permit / Certificate of Final Inspection Certificate the builder must provide Construction Declaration for energy efficiency / Statement of Compliance to confirm that all requirements of the energy rating report have been installed in accordance with the endorsed documents & Building Code of Australia. A plumbing compliance certificate for sustainability installation (water tank, solar hot water or recycled water (whichever is applicable)) to be

submitted to the Relevant Building Surveyor

- Truss Computations and Layout Plan must be submitted to this office for approval prior to installation. A copy of the approved/endorsed Truss Computations and Layout Plan must be available for inspection purposes.
- The building(s) are to be protected from Termites in accordance with AS 3660.1-2014. If there is any doubt regarding methods required to achieve compliance the relevant building surveyor must be consulted. Prior to the issue of an Occupancy Permit or Certificate of Final Inspection Certificate the builder/owner must provide a Termite Part A & Part B compliance certificates including a sketch of the building showing treated areas in accordance with AS3660.1 2000. It is the owners responsibility to carry out regular inspections of the building for evidence of termite activity.
- Floor joist design & lay outs to be submitted for approval prior to the frame inspection. A copy of the approved/endorsed Floor joist Computations and Layout Plan must be available for inspection purposes
- Section 10 (2) of the Building Act 1993 has been applied in relation to the use of National Construction Code BCA 2022, Volume 2 (effective 1/5/2023), in that substantial progress has been done to its design prior to the implementation of the legislation introduced 1/5/2023.
- If screw piles are utilised, provide a copy of the screw pile report for approval by the Relevant Building Surveyor prior to the pre slab and/or footing inspection (as applicable to the site) being carried out.

Relevant Building Surveyor:

Name:	Jason Daniels
Building Practitioner Registration Number:	BS-U 1441
Address:	3/55-57 Wangara Road, Cheltenham Vic 3192
Council Name:	Baw Baw Shire Council
Date Permit Issued:	17/06/2025
Permit Number:	3274271402108/0

Signature:



FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

Property Details	
Lot:	21
Street Number:	21
Street Name:	Trailwater Court
Suburb:	WARRAGUL
Postcode:	3820
LP/PS:	PS901205J
Volume:	12587
Folio:	047
Municipal District:	Baw Baw Shire Council

Building Permit details	
Building Permit number:	3274271402108/0
Version of BCA applicable to building permit:	NCC 2022 Volume 2

Building details		
Part of Building	Permitted use	BCA Classification
Dwelling	Domestic	1a(i)
Garage	Domestic	10a

Nature of Building Work
Construction of a double storey dwelling and garage

Performance Solution	
A Performance Solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:	
Relevant performance requirement	Details of Performance Solution
H1P1 Structure; H2P2 Damp & Weatherproofing	Unitex Base Board Cavity system was used to determine compliance with the following Performance Requirements of the BCA that relate to this project.

Prescribed Reporting Authorities		
The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
Reporting Authority	Matter reported on or consented to	Regulation number
Council	Point of discharge stormwater	Reg 133(2)

CONDITIONS TO WHICH THIS PERMIT IS SUBJECT:	
Description	Requirements:
Service Connections:	This Occupancy Permit is issued subject to the power, gas and water supplies being connected (as applicable) and all appliances being installed (eg: HWS, cooktop and oven).
Maintenance:	- The owner(s) of the building(s) is responsible for the maintenance of the buildings foundations. Attention is drawn to the CSIRO Building Technology File 18 named '<i>Foundation maintenance and Footing Performance: A home Owners Guide</i>'. - The owner(s) of the building(s) is responsible for maintaining the buildings construction requirement and vegetation to satisfy the Bushfire Attack Level (BAL) of the building permit in accordance with AS3959-2009 – '<i>Construction of buildings in bushfire areas</i>' and in a state which enables them to fulfill their purpose. - The owner(s) of the building(s) is responsible for maintaining the buildings termite barrier(s) in accordance with AS3660.1-2000. (if applicable) - The owner(s) of the building(s) is responsible for maintaining the buildings smoke detectors in a state which will enable them to fulfill their purpose. It is the responsibility of the owner and builder of this project to ensure that all buildings or part thereof are constructed within any legal allotment title boundaries. (If doubt exists verification from a licensed land surveyor is recommended prior to commencement of any building works.)
Landscaping:	- All landscaping to ensure the slab's vapour barrier is maintained at the external side of the edge beams. The vapour barrier must extend above the height of any adjacent ground level. - All landscaping must maintain a clearance below the building's damp proof course (i.e. base of weep holes) of 150mm above the adjacent finished ground level; 75mm above the finished paved, concreted or landscape areas that slope away from the building; or 50mm above finished paved, concrete or landscaped areas that slope away from the wall and protected from the direct effect of weather by a carport, verandah or the like

Suitability for occupation

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

Relevant Building Surveyor:	
Name:	Jason Daniels
Building Practitioner Registration Number:	BS-U 1441
Address:	3/55-57 Wangara Road, Cheltenham Vic 3192
Council Name:	Baw Baw Shire Council
Occupancy Permit Number:	3274271402108/0
Date Permit Issued:	31 March 2026
Date of final inspection:	31 March 2026

Signature:

