



**FRANCIS & TORRENS
Conveyancing**

House & Land Title Transfers

Conveyancing licence number: 000465L

Suite 1/ 303 Maroondah Highway, Ringwood 3134

Phone: 9870 0904

SECTION 32
STATEMENT

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

Vendor:

Bradley John Murray

Property:

12 Marcus Road, Croydon VIC 3136

VENDORS REPRESENTATIVE

Francis & Torrens

P O Box 4138

RINGWOOD VIC 3134

DX 38066 Ringwood

Tel: 03 9870 0904

Fax: 03 9876 0500

Email: conveyancing@francistorrens.com.au

Ref: 55493

SECTION 32 STATEMENT

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is **contained in the attached certificate/s and** as follows-

Provider	Amount (& interest if any)	Period
Maroondah City Council	\$1828.70	Per annum
Yarra Valley Water	\$750.00 (not including usage)	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- **None to the vendors knowledge.**

Their total does not exceed \$ 3500.00 p.a.

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:

- **Not Applicable.**

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - **Not Applicable.**

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows: - **Not Applicable.**

32C LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there **is no** existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

SECTION 32 STATEMENT

(b) **BUSHFIRE**

This land **is not** in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) **ROAD ACCESS**

There **is** access to the Property by Road.

(d) **PLANNING**

Planning Scheme: **Maroondah City Council Planning Scheme**

Responsible Authority: **Maroondah City Council**

Zoning: **General Residential Zone**

Planning Overlay/s: **Significant Landscape Overlay (SLO)**

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:

- The Property is part of a development that is serviced by private water and sewerage infrastructure. This is known as a private extension and may extend some distance before joining Yarra Valley Water Infrastructure. Any maintenance or supply issues with the private extension are the responsibility of the Owners. – See attached Certificate.

- The property is subject to Planning Permit No: M/2013/615 authoring the development of Lot 1 on Plan of Subdivision PS732666K – 22 Kallay Street Croydon in accordance with endorsed Plans – See attached.

The Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

- (b) The Vendor **is not** aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: **Not Applicable.**

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

- Is as follows:- Building Permit No: 27484/20145025/0 dated 27th November 2014 for construction of a new dwelling & garage.

32F OWNERS CORPORATION

The Land is **NOT** affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

SECTION 32 STATEMENT

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is **NOT** –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

NOTE: The Purchaser should make all enquiries in relation to the availability of all services prior to settlement as some services may be disconnected by the Vendor should the Vendor or Tenant (if applicable) vacate the premises before settlement. The Purchaser will be responsible for payment of the reconnection of any services or the cost of connecting any services not connected or available to the property.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.

SECTION 32 STATEMENT

- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.

NOTES TO PURCHASER:

SWIMMING POOL

In the event a swimming pool is on the land herein described the Purchaser may be required to comply with the provisions of the Building Act 1993 and the Building Regulations 2006 requiring the provision of barriers to restrict access by some children to the swimming pool within 30 days after the date of completion of a contract.

SMOKE ALARMS

If the property sold contains a dwelling it is the Purchasers responsibility to ensure that the dwelling is fitted with approved smoke alarms pursuant to clause E1.7 of the Building Code of Australia and of the Building Regulations 2006 within 30 days of settlement of this Contract.

VENDOR WARRANTIES:

The vendor represents that this Vendor's Statement has been prepared solely from information and documents provided or approved by them and acknowledge having read the entirety of the Statement. The Vendor accepts sole responsibility for the accuracy of the information provided and for any omission of information, conditions and documents required, or which may later be deemed to be required by s.32 Sale of Land Act, Domestic Building Act, Owners Corporation Act and/or any other Act or regulation governing any sale of this property.

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Bradley John Murray

Signature/s of the Vendor

x

SECTION 32 STATEMENT

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Register Search Statement - Volume 11931 Folio 658

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

VOLUME 11931 FOLIO 658

Security no : 124069618226T
Produced 18/12/2017 04:19 pm

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 732666K.
PARENT TITLE Volume 08692 Folio 792
Created by instrument PS732666K 14/11/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BRADLEY JOHN MURRAY of 12 MARCUS ROAD CROYDON VIC 3136
PS732666K 14/11/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AB065801T 09/02/2002
WESTPAC BANKING CORPORATION

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
AN648026H 15/03/2017

DIAGRAM LOCATION

SEE PS732666K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS732666K (S)	PLAN OF SUBDIVISION	Registered	14/11/2017
AQ534230T (E)	NOMINATION TO PAPER INST.	Completed	11/12/2017

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

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

Street Address: 12 MARCUS ROAD CROYDON VIC 3136

ADMINISTRATIVE NOTICES

AQ534230T NOMINATION TO PAPER INST. 11/12/2017
eCT Nominated to Discharge of Mortgage TO WESTPAC BANKING CORPORATION

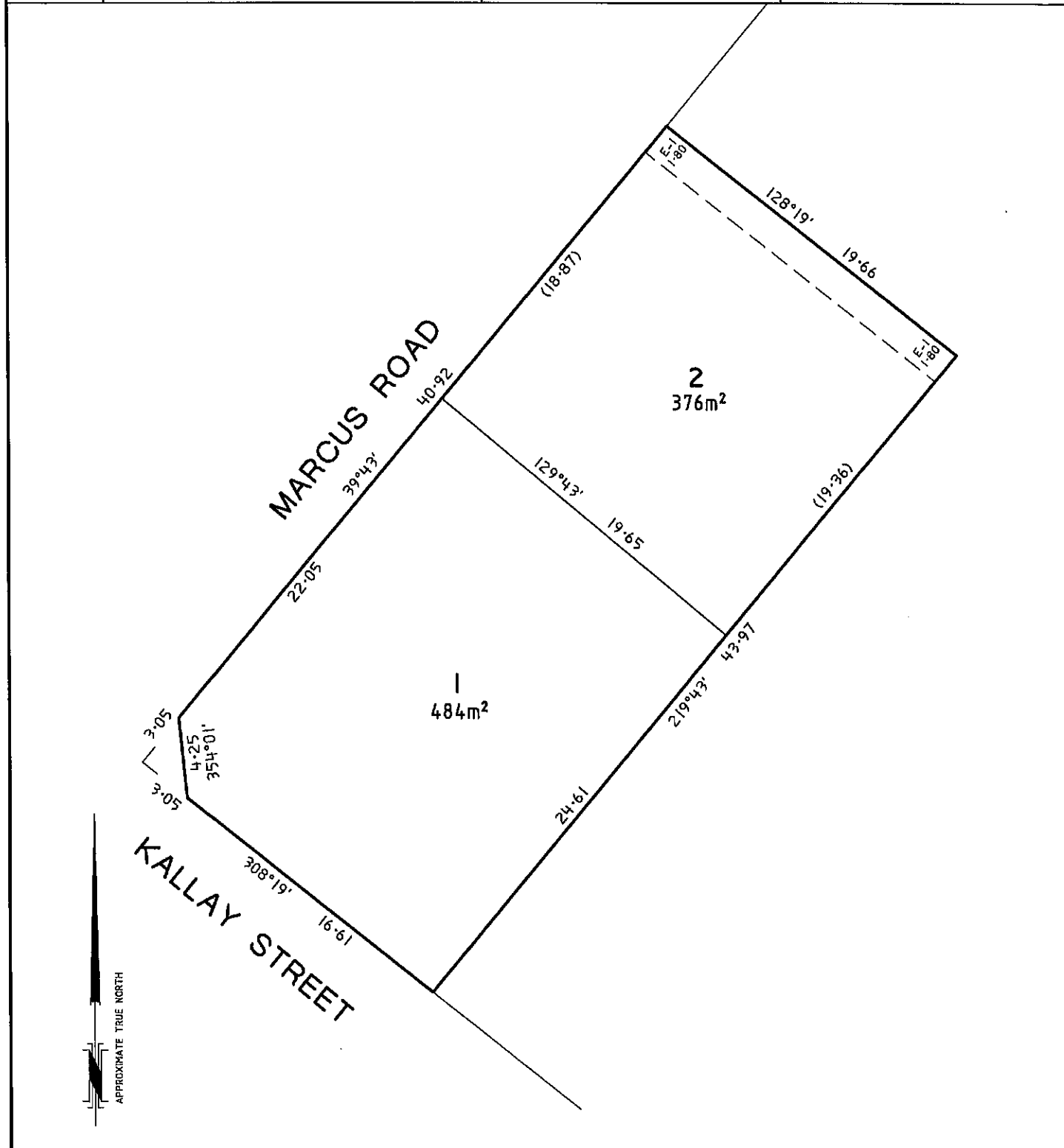
eCT Control 16320Q WESTPAC BANKING CORPORATION (14)
Effective from 14/11/2017


DOCUMENT END

**Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd
Delivered at 18/12/2017, for Order Number 48453334. Your reference: Murray.**

Signed by Council: Maroondah City Council, PP Ref: M/2014/762, Cert Ref: S/2014/171, Original Certification: 09/10/2014, S.O.C.: 25/09/2017


PLAN OF SUBDIVISION	STAGE NO. -----	Plan Number PS 732666 K
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JCA
Land Consultants
Surveying - Engineering - Town Planning

John Chivers & Associates P/L
Level 1, 260 Main Street
Lilydale Vic. Australia 3140
Phone: (03) 9735 4888
Fax: (03) 9735 1473
Email: jca@jcalc.com.au
www.jcalc.com.au



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ORIGINAL	SCALE	LICENSED SURVEYOR ANTHONY PETER RALPH	Sheet 2
SCALE	2 0 4 8	Signature :DIGITALLY SIGNED: Date / /	Date / /
1:200	LENGTHS ARE IN METRES	REF. 18823 VERSION 01 13/08/14 J.D.	Council Delegate Signature
SHEET SIZE			Original sheet size A3
A3			



**Plan of Subdivision PS732666K
Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S056848B
Plan Number: PS732666K
Responsible Authority Name: Maroondah City Council
Responsible Authority Permit Ref. No.: M/2014/762
Responsible Authority Certification Ref. No.: S/2014/171
Surveyor's Plan Version: 01

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

has not been made at Certification

Digitally signed by Council Delegate: Linda Arranga
Organisation: Maroondah City Council
Date: 09/10/2014

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

Section 181 Planning and Environment Act 1987

AN648026H



Form 21

Lodged by:

Name: MADDOCKS
 Phone: 03 9258 3555
 Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
 Ref: KAL:OXO:6961495
 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 8692 Folio 792

Responsible Authority: Maroondah City Council of Braeside Avenue, Ringwood, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

Chief Executive Officer

Position Held:

Steve Kozlowski

Date:

8 March 2017

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

DX 259 Melbourne

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 22 Kallay Street, Croydon

Maroondah City Council
and

Bradley John Murray



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Agreement under section 173 of the Planning and Environment Act 1987

Dated

8 March 2017

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Parties

Name	Maroondah City Council
Address	Braeside Avenue, Ringwood, Victoria
Short name	Council

Name	Bradley John Murray
Address	12 Marcus Road, Croydon, 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. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 2 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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

Building has the same meaning as in the Act.

Building Act means the *Building Act 1993*.



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Building Practitioners Board means the board established under s 183 of the Building Act.

Certificate of Compliance means a certificate of compliance issued in accordance with s 238(1)(b) of the Building Act.

Consent or 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 set 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, maroondah@maroondah.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.

Detention System means the rain water detention system located on the Subject Land as shown on the Drainage Plan.

Development Permit means planning permit no. M/2014/762, as amended from time to time, issued on 10 January 2014, authorising the development of the Subject Land in accordance with plans endorsed by Council.

Drainage Plan means the plan endorsed by Council from time to time in accordance with condition 9 of the Development Permit or such other plan approved by Council.

Drainage Works means all Works shown on the Drainage Plan.

Dwelling has the same meaning as in the Planning Scheme.

Landscape Plan means the plan endorsed by Council from time to time in accordance with condition 12 of the Development Permit or such other plan approved by Council.

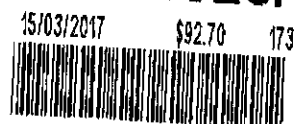
Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

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

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.

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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 of Subdivision means the plan showing the subdivision of the Subject Land as approved from time to time by Council under the Planning Permit.

Planning Permit means planning permit no. M/2014/762, as amended from time to time, issued on 8 September 2014, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

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

Registered Engineer means qualified civil engineer who is registered with the Building Practitioners Board.

Subject Land means the land situated at 22 Kallay Street, Croydon being the land referred to in certificate of title volume 8692 folio 792 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Works has the same meaning as in the Act.

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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
- 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 give effect to the Planning Permit and the Development Permit; 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 entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

6. Owner's specific obligations

6.1 Compliance with the Development Permit

Except with Council's prior written consent, the Owner:

- 6.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 6.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

6.2 Expiry of the Development Permit

The Owner's obligations under clause 6.1 continue to apply:

- 6.2.1 regardless of any right conferred by the Planning Scheme;
- 6.2.2 regardless of any subdivision of the Subject Land; and
- 6.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

6.3 Works to be completed prior to the occupation of any new Dwelling

The Owner agrees that, except with Council's prior written consent:

- 6.3.1 prior to the issue of an Occupancy Permit for any new Dwelling on a Lot:
 - (a) all Drainage Works on all Lots must be fully constructed and completed in accordance with the Drainage Plan and the conditions of the Development Permit to the satisfaction of Council; and



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- (b) the Owner must:
 - (i) submit a Certificate of Compliance to Council; and
 - (ii) allow the Detention System to be inspected by a duly appointed officer of the Council.

6.3.2 prior to the occupation of any new Dwelling on a Lot:

- (a) all Buildings and Works on all Lots must be completed in accordance with the Endorsed Plan and the conditions of the Development Permit; and
- (b) all landscaping on all Lots must be completed in accordance with the Landscape Plan and the conditions of the Development Permit,

to the satisfaction of Council; and

6.3.3 the Owner must notify Council immediately upon completing any of the obligations contained in clauses 6.3.2(a) and 6.3.2(b).

6.4 Certificate of Compliance

the Certificate of Compliance submitted to Council in accordance with clause 6.3.1(b) must:

- 6.4.1 be prepared by a Registered Engineer; and
- 6.4.2 certify that the Drainage Works have been completed in accordance with the Drainage Plan.

6.5 Maintenance of the Detention System

The Owner of each Lot connecting to the Detention System:

- 6.5.1 must maintain the Detention System at all times; and
- 6.5.2 is responsible for all costs associated with maintaining the Detention System, to the satisfaction of Council.

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;
- 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 agrees to do all things necessary to enable Council to do so, including:



Maddocks

- (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 any Consent or Satisfaction Fee to Council within 14 days after a written request for payment.

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 of deciding consent

If Council makes a request for payment of:

- 7.5.1 a fee under clause 7.3; 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.

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.





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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 priority 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.

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.

AN648026H



AN648026H

15/03/2017 \$92.70 173



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. Commencement of Agreement

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



Signing Page

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

Signed sealed and delivered by the Chief Executive Officer on behalf of the Maroondah City Council pursuant to the power delegated to that person by an Instrument of Delegation in the presence of:

Witness

ANGELA WEBB
Print name

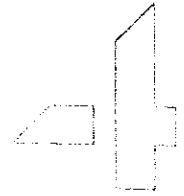
Signed sealed and delivered by Bradley John Murray in the presence of:

Witness

BUILDING PERMIT

Form 2 Building Act 1993 Building Regulations 2006 - Regulation 313

Permit No: 27484 20145025/0



GROUP FOUR
BUILDING SURVEYORS

Issued To:

Hermitage Homes
Unit 2, 4 Corporate Avenue
ROWVILLE, VIC 3178
Phone: (03) 9213-0500

Builder:

Hermitage Properties Pty Ltd
PO Box 2672
ROWVILLE, VIC 3178

City/Shire:

Maroondah

Ownership:

Bradley John Murray
9 Gregory Court

Property Address:

DONCASTER, VIC 3108

(Lot 28) 22 Kallay Street, CROYDON 3136

Project Description:

**Construction of Detached dwelling (1ai) - Double storey dwelling and garage
- Rear Unit**

Title Details: LP/PS: 638776P, Vol: 08692, Folio: 792

Building Classification:

1ai

Stage of work permitted: As shown on the approved plans

Existing dwellings: 0

Demolished dwellings: 0

Constructed dwellings: 1

Total new floor area (m2): 282.3

Cost of building work: \$311,705.00

Practitioners:

Ban C Lim

EC 36436

Engaged to prepare documents

Engineer - Civil

Travis Yap

EC 21208

Engaged to prepare documents

Engineer - Civil

Steven O'Sullivan

DB-U 2989

Engaged in the building work

Builder - Domestic - Unlimited

Domestic Building Work Insurance:

Insured by: QBE residential builders
warranty insurance

Policy Number: 420056727BWI-14
3

Policy Issued: 12-Nov-2014

Planning Permit Details:

Planning Permit No: M/2013/615

Planning Permit Date: 10-Jan-2014

Required Inspections: (For Building Inspections phone (03) 9544-0544)

- Piers
- Pre Slab
- Steel
- Frame - Dom/Res
- Frame - Garage
- Final - Dom/Res

27-Nov-2015

27-Nov-2016

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

Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL reception@groupfour.com.au

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BUILDING PERMIT

Form 2 Building Act 1993 Building Regulations 2008 - Regulation 313

Permit No: 27484 20145025/0



Property Address:

(Lot 28) 22 Kallay Street, CROYDON 3136

Project Description:

Construction of Detached dwelling (1ai) - Double storey dwelling and garage
- Rear Unit

Documents Supporting Application:

- | <u>Document Name</u> | <u>Prepared By</u> |
|--|--------------------|
| - Builders Warranty Insurance | |
| - Building Specifications | |
| - Ceiling Penetration Calculator | |
| - Certificate of Title | |
| - Energy Rating Report | |
| - Lighting Calculator | |
| - Planning Permit | |
| - Property Information - Building | |
| - Site Survey Plan | |
| - Soil Report | |
| - Structural Computations & Form 1507 | |
| - Structural Drawings - Drainage Design | |
| - Structural Computations & Form 1507 - Drainage | |
| - Structural Drawings | |
| - Property Information - LPD | |
| - Property Information - Planning | |
| - Property Information - Sewer | |
| - Application Form | |
| - Drainage Design Approval | |
| - Drainage Design Approval - Letter | |
| - Polystyrene Specifications | |
| - Architectural Drawings | |
| - Endorsed Planning Drawing | |
| - Endorsed Planning Drawing | |
| - Endorsed Planning Drawing | |
| - Endorsed Planning Drawing | |
| - Endorsed Planning Drawing | |

Permit Conditions:

- All relevant Planning Conditions and covenants on title must be complied with.
- The work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress.
- There must be no unauthorized encroachment of any part of the work beyond the building alignment.
- Truss computations, certification and layouts to be submitted for approval prior to the frame inspection.
- Energy rating certificates to be submitted prior to the occupancy permit. Please supply a plumbing certificate for the installation of the solar hot water system.
- The dwelling is to be protected from Termites in accordance with AS3660.1 2000.
- All building works are to be carried out in accordance with the endorsed building permit documents and/or suitable equivalent to the satisfaction of the Building Inspector and/or the Relevant Building Surveyor.
- Floor joist design & layouts to be submitted for approval prior to the frame inspection.

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Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL reception@groupfour.com.au

BUILDING PERMIT

Form 2 Building Act 1993 Building Regulations 2006 - Regulation 313

Permit No: 27484 20145025/0



GROUP FOUR
BUILDING SURVEYORS

Property Address:

(Lot 28) 22 Kallay Street, CROYDON 3136

Project Description:

**Construction of Detached dwelling (1ai) - Double storey dwelling and garage
- Rear Unit**

Signed:

Building Surveyor: David Madeira

Date permit issued:

27-Nov-2014

Registration No:

BS-U 27484

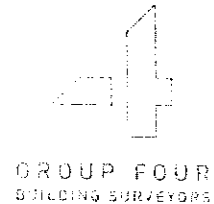
Assessing Officer: Jason Knights

Authorised:

BUILDING PERMIT

Form 2 Building Act 1993 Building Regulations 2006 - Regulation 313

Permit No: 27484 20145025/0



Property Address:

(Lot 28) 22 Kallay Street, CROYDON 3136

Project Description:

Construction of Detached dwelling (1ai) - Double storey dwelling and garage
- Rear Unit

Terms and Conditions

1. Role of Group Four

1.1 Professional Standard of Care

In performing the Services, Group Four shall:

- (a) exercise the degree of reasonable skill, care and diligence;
- (b) and maintain the ethical standards; normally expected of the profession of building surveyors.

1.2 Notice of Matters Likely to Change Scope or Timing of Services If Group Four becomes aware of anything which may change the scope or timing or cost of the Services, then it shall as soon as practicable give written notice to the Client. The notice shall as far as practicable contain particulars of the change.

2. Payment to Group Four for Services

2.1 Client to Make Payment

In consideration of the promise by Group Four to perform the Services, the Client promises to pay to Group Four the fees and the expenses as set out in Group Four's Letters.

2.2 Timing of Payment

At or after the time that any part of the Services are performed by Group Four, Group Four may give the Client an account for that part of the Services performed and for any expenses incurred. The Client shall pay the full amount owing in respect of each account within fourteen (14) days of issue of the account.

2.3 Interest on Overdue Payment

In addition to all other rights and remedies of Group Four, if the Client fails to pay all monies as and when due, Group Four shall be entitled to recover interest at the higher of 15% per annum and the rate that is 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

2.4 Disputed Claims

If the Client disputes the whole or any portion of the amount claimed in an account submitted by Group Four, then it shall pay that portion of the amount stated in the account which is not in dispute and it shall notify Group Four in writing of the reasons for disputing the account. If it is established that some or all of the amount in dispute ought properly to have been paid at the time it was first claimed, then the Client shall pay the amount finally established together with interest on that amount in accordance with clause 3.3.

2.5 Payment of Costs if Building Works Delayed

If the performance of the Services is delayed beyond a reasonable period for any reason other than a breach of the Agreement by Group Four, then the Client shall pay to Group Four a reasonable sum of money to cover the consequential costs and expenses suffered by Group Four as a result of the delay.

2.6 Effect of Termination on Right to Payment

If the engagement of Group Four is terminated for any reason other than for breach of these Terms of Engagement by Group Four, then Group Four shall be entitled to pro rata payment for the Services carried out and consequential costs and expenses incurred as a result of the termination, for the period up to and including the date of termination.

2.7 Changes in Laws

If after the date of these Terms of Engagement there is any change to the laws by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any statutory authority and that change directly or indirectly increases or decreases the costs or expenses incurred by Group Four in performing the Services, then the fees and expenses otherwise payable to Group Four under these Terms of Engagement shall be increased or decreased accordingly.

3. Scope of Liability

3.1 Direct and Indirect Loss

The liability of Group Four to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise shall be limited to the direct cost of rectifying the Building Works.

3.2 Maximum Amount of Liability

The maximum liability of Group Four to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the amount of \$50,000.00.

3.3 Release

The Client releases Group Four from, and agrees that Group Four is not liable for, any liability or loss arising from or any costs incurred in connection with the Services in excess of the Group Four's liability determined in accordance with clause 4.2.

3.4 Duration of Liability

Group Four shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract tort or otherwise, at the expiration of one (1) year from the completion of the Services, and the Client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against Group Four (or any employee of Group Four) in respect of the Services after that date.

3.5 Extent of Warranty

Except to the extent imposed by law or specifically provided for in these Terms of Engagement, Group Four does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Engagement of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded restricted or modified.

3.6 Indemnity

The Client shall indemnify and keep indemnified Group Four from and against all suits, actions, claims or demands by any person for any loss, damages, expense or costs as a result of any negligence or default by the Client.

4.0 Termination of Services

4.1 Termination by Client

Subject always to the provisions of the Building Act 1983 (as amended), the Client may by notice in writing served on Group Four terminate the Group Four's engagement under these Terms of Engagement:

(a) If Group Four is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on Group Four of a notice requiring the breach to be remedied; or

(b) If the Client serves on Group Four a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after from the date of issue of the notice.

4.2 Termination by Group Four Subject always to the provisions of the Building Act 1983 (as amended), Group Four may by notice in writing served on the Client terminate Group Four's obligations under these Terms of Engagement:

(a) If the Client is in breach of the conditions of any part of clause 3 hereof and the breach has not been remedied within seven (7) days (or such longer period as Group Four may allow) of the service by Group Four on the Client of a notice requiring the breach to be remedied; or

(b) If the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as Group Four may allow) of the service by Group Four on the Client of a notice requiring the breach to be remedied; or

(c) If Group Four serves Group Four on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

4.3 Termination Not to Affect Rights in Respect of Prior Breaches

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of determination.

4.4 Work-in-Progress

If Group Four's obligations are terminated, then the Client shall pay for all work-in-progress performed by Group Four up until the date of termination.

5. General Matters

5.1 Transfer and Assignment

(a) Group Four and the Client each binds itself and its partners (if any), successors, executors, administrators, permitted assigns and legal representatives to the other party to these Terms of Engagement and to the partners (if any), successors, executors, administrators, permitted assigns and legal representatives of the other party in respect to all covenants and obligations of these Terms of Engagement.

(b) Neither Group Four nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under these Terms of Engagement.

(c) Nothing contained in this Clause shall prevent Group Four from employing such persons or companies as it may deem appropriate to assist it in the performance of these Terms of Engagement.

5.2 Consultants

If circumstances arise which require the services of a specialist or expertise outside the field of Group Four, then Group Four may with the prior approval of the Client engage the appropriate consultant. The consultant shall be engaged at the Client's expense and on its behalf. The Client's approval shall not be unreasonably withheld.

6. Definitions and Interpretation

6.1 Definitions

Except where the context requires otherwise: "the Client" means the owner of the Property and to the extent appropriate includes the agents (including the builder), officers and employees of the owner; "fees", "expenses" and "Services" means the fees, expenses and Services referred to in Group Four's Letters to the Client; "Group Four's Letters" means Group Four's correspondence setting out its proposal to the Client and its confirmation of its engagement by the Client; "Building Works", "owner" and "Property" mean the Building Works, owner and Property described on the Application for the Building Permit.

Severability The parties agree that a construction of these Terms of Engagement that results in all the provisions being enforceable is to be preferred to a construction that does not so result. If, however, a provision of these Terms of Engagement is illegal or unenforceable then:

(a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed; and

(b) in any other case, the whole provision is severed; and the remainder of these Terms of Engagement continue in force.

Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL reception@groupfour.com.au

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OCCUPANCY PERMIT

Form 6 Building Act 1993 Building Regulations 2006 - Regulation 1005

Permit No: 27484 20145025/0



GROUP FOUR
BUILDING SURVEYORS

Property Details:

(Lot 28) 22 Kallay Street, CROYDON 3136

Title Details: LP/PS: 638776P, Vol: 08692, Folio: 792

City/Shire: Maroondah

Project Description:

Construction of Detached dwelling (1ai) - Double storey dwelling and garage - Rear Unit

Building Details:

<u>Part of Building</u>	<u>Permitted Use</u>	<u>BCA Class</u>	<u>Max permissible floor loading</u>
Double storey dwelling and garage - Rear Unit	Residential	1ai	1.50

Other Conditions:

- External steps & landings to be maintained to comply with BCA 3.9. All paving to be completed within 6 months & ensure a max step of 190mm to the dwelling.
- All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.
- All landscaping works to maintain a minimum distance from below weep holes of 150mm to ungraded soil; or 75mm to paving or graded soil; or 50mm to paving with a roof cover.
- All landscaping to ensure a vapour barrier is installed and maintained to the edge beam of the slab. Such vapour barrier is to extend above the height of soil.

Suitability for Occupation:

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

Signed:

Building Surveyor: David Madeira
Registration No: BS-U 27484

Date of OP inspection: 29-Sep-2015
Date of issue: 29-Sep-2015

Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL reception@groupfour.com.au

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Our ref: M/2013/615

Enquiries to: Paul Glover
9298-4423

18 July 2016

Ms K Murray
12 Marcus Road
Croydon Vic 3136

Dear Sir/Madam

**RE: Final Landscape Inspection
M/2013/615
22 Kallay Street, Croydon VIC 3136**

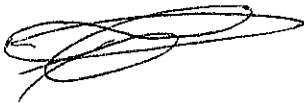
Council has recently conducted a final landscape inspection at the above address.

Council confirms that the landscaping works have been completed in accordance with the endorsed Landscape Plans and to the satisfaction of the Responsible Authority. The landscaping for dwelling numbered 2 only has been inspected and approved by Council. The address for the land of the approved landscape is 12 Marcus Road, Croydon Vic 3136.

Landscaping must hereafter be maintained to the satisfaction of the responsible authority and in accordance with the endorsed plans. Changes to the landscaping, including any removal or substitution of canopy trees, or reduction in the area of soft landscaping, may not be undertaken without written consent from the responsible authority.

Should you have any questions relating to the above, please do not hesitate to call me on the above number.

Yours faithfully



**Paul Glover
Environmental Planner
Statutory Planning**

**Domestic Building Insurance
 Certificate of Insurance**

Policy Number 420056727BWI-143

QBE Insurance (Australia) Ltd
 628 BOURKE STREET
 MELBOURNE VIC 3000
 Phone: (03) 9246 2668
 Fax: (03) 9246 2611
 ABN: 78 003 191 035
 AFS License No: 239545



BRADLEY JOHN MURRAY
 9 GREGORY CT
 DONCASTER 3108

Name of Intermediary
 AON-HIA (VIC) HERMITAGE
 4 / 70 JOLIMONT STREET
 MELBOURNE VIC 3002

Account Number
 42BWHIA15
Date Issued
 12/11/2014

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Domestic Building Work

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

At the property

LOT 28,22 KALLAY STREET
 CROYDON VIC 3136

Carried out by the builder

HERMITAGE PROPERTIES PTY LTD
 ACN: 081 101 911

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

For the building owner

BRADLEY JOHN MURRAY

Pursuant to a domestic building contract dated

11/11/2014

For the contract price of

\$311,705.00

Type of cover

Cover is only provided if HERMITAGE PROPERTIES PTY LTD has died, becomes insolvent or has disappeared*

Period of cover

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

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

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

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

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

20% of the contract price*

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

**Domestic Building Insurance
 Certificate of Insurance**

Policy Number 420056727BW1-143

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



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

Issued by QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

IMPORTANT:

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

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

Below are some examples of what to look for:

CERTIFICATE OF INSURANCE

YOUR DOMESTIC BUILDING CONTRACT

Owner:

[Redacted]

Carried out by the builder:

ACME CONSTRUCTIONS PTY LTD
 ACN: 12 345 678

MATCH

Both name of builder and ACN or ABN match



Owner:

[Redacted]

Builder:

ACME CONSTRUCTIONS PTY LTD
 ACN: 12 345 678



NO MATCH

Call QBE, name of builder does not match



Owner:

[Redacted]

Carried out by the builder:

JOHN CITIZEN
 ABN: 12 345 678 910

Owner:

[Redacted]

Builder:

CITIZEN CONSTRUCTIONS PTY LTD
 ACN: 12 345 678



NO MATCH

Call QBE, ABN or ACN does not match



Owner:

[Redacted]

Carried out by the builder:

ACME CONSTRUCTIONS PTY LTD
 ACN: 12 345 678

Owner:

[Redacted]

Builder:

ACME CONSTRUCTIONS PTY LTD
 ACN: 87 956 123



PLANNING

Permit No : M/2013/615

Page 1 of 7

PERMIT

Planning Scheme : Maroondah Planning Scheme

Responsible Authority : Maroondah City Council

ADDRESS OF THE LAND:

22 KALLAY STREET, CROYDON

THE PERMIT ALLOWS:

CONSTRUCT TWO DOUBLE STOREY DWELLINGS, IN ACCORDANCE WITH THE ENDORSED PLANS.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Build Over Easement

Prior to the endorsement of plans at condition 2, a build over easement application must be lodged and approved by Yarra Valley Water (with evidence of this approved submitted to the Responsible Authority).

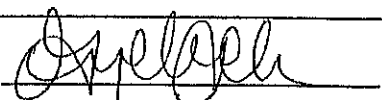
2. Amended plans required

Before any buildings and works or use start (whichever is the sooner), plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans dated 26/11/2013 but modified to show:

- (a) Clearly label each dwelling number (i.e. dwelling 1 and dwelling 2) on all site plans and elevations (The dwelling fronting Kallay Street must be dwelling 1 and dwelling fronting Marcus Road must be dwelling 2).
- (b) Setbacks from boundaries (including internal boundaries) to be clearly labelled on the ground and first floor plans (similarly to that indicated on the design response plan).
- (c) Crossovers and driveways to be clearly shown on the ground floor plans.
- (d) The large Gum tree in the Kallay Street front setback to be accurately plotted on all plans.
- (e) Structural root zone (SRZ) and Tree Protection Zone (TPZ) – as calculated by a suitably qualified professional (and to the Australian Standards for tree protection) to be drawn around the tree referred to at condition 2(d).
- (f) The site grading and dwelling footprint (if required) altered such that there is no additional ground disturbance within the SRZ of the tree (some minor fill may be accepted) and no greater than 10% encroachment within the TPZ (or some other figure to the satisfaction of the Responsible Authority).

Date issued : 10-Jan-2014

Signature for the
Responsible Authority:



6. Construction of Vehicle Crossing

Before the development is occupied, the owner must at its cost construct a concrete vehicular crossing at right angles to the road to suit the proposed driveway to the satisfaction of the Responsible Authority. The vehicle crossing must be a minimum 1.0m offset from any existing tree or utility service assets.

7. Remove any Unnecessary Vehicular Crossing

Before the development is completed, the owner must at its cost remove any unnecessary or redundant crossover and reinstate kerb and channelling and the affected nature strip to the satisfaction of the Responsible Authority.

8. Car parking to be kept available

Car spaces, access lanes and driveways shown on the endorsed plans must be kept available for these purposes at all times.

9. Construction plans for drainage required

Before any building or works start, drainage plans including calculations prepared by a suitably qualified person to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The Drainage Plans must:

- (a) Show all drainage works associated with the development including any drainage works required beyond the boundaries of the land;
- (b) Show the nominated legal point of discharge;
- (c) Convey stormwater runoff by means of underground drains to the nominated legal point of discharge.
- (d) Prevent overland flows from having a detrimental effect on the environment or adjoining properties;
- (e) Limit the permissible Site Discharge (PSD) to the equivalent of a 35% impervious site coverage, or the pre-developed discharge rate if it is less than 35% impervious site coverage, to the satisfaction of the Responsible Authority;
- (f) Provide appropriate stormwater detention storage to limit the maximum discharge rate to the PSD; and

13. Landscaping completion

Before the use starts or the development is occupied, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.

14. Landscaping maintenance

The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.

15. No vegetation removal

Unless with the prior written consent of the Responsible Authority, no vegetation shown on the endorsed plans to be retained may be felled, lopped, topped, ringbarked or otherwise destroyed or removed.

16. Tree protection fence

Before the development (including demolition and any site works) starts, a tree protection fence must be erected around the TPZ of the tree referred to at condition 2(d) (or as close as practicable to this zone) to define a 'Tree Protection Zone'. The fence must be constructed of star pickets and chain mesh or similar to the satisfaction of the Responsible Authority. The tree protection fence must remain in place until construction is completed. During the construction of the development, the ground surface of the Tree Protection Zone must be covered by a 100 mm deep layer of mulch and watered regularly to the satisfaction of the Responsible Authority.

17. Tree protection zone

Unless with the prior written consent of the Responsible Authority, the following must not occur within the Tree Protection Zone:

- (a) Vehicular or pedestrian access;
- (b) Trenching or soil excavation;
- (c) Storage or dumping of materials, tools, equipment or waste.

PLANNING PERMIT

Permit No : M/2013/615

Page 7 of 7

Planning Scheme : Maroondah Planning Scheme

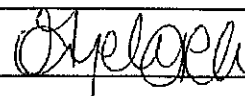
Responsible Authority : Maroondah City Council

LANDSCAPE PLAN NOTES:

- Landscape Plans, Tree Management Plans and Offset Management Plans must be submitted for assessment by Council as hardcopies.
 - (a) Landscape Plans - three full size copies (ie A1) must be provided.
 - (b) Tree Management Plans and Offset Management Plans – A4 size and in colour if required
- Following assessment, Council may seek changes to plans in order to ensure that permit requirements are met.
- Landscaping works must be completed prior to occupation of the dwellings. Please telephone 9298-4287 to arrange inspection of the landscaping works

Date issued : 10-Jan-2014

Signature for the
Responsible Authority:



Application for an Extension of Time to a Permit Planning Permit

Statutory Planning | Pursuant to Section 69 of the *Planning and Environment Act 1987*.

Applicant Details

Name of Applicant BRADLEY MURRAY
Address of Applicant 12 MARCUS RD
CROYDON Postcode 3136
Contact Details of Applicant | Mobile Ph 0413559158 Home Ph _____
Business Ph _____ Email bradmuz@gmail.com

Owner Details

To be completed where the applicant is NOT owner of the land

Name of Owner _____
Address of Owner _____
Postcode _____
Contact Details of Owner | Mobile Ph _____ Home Ph _____
Business Ph _____ Email _____

Planning Permit Details

Permit Number M/2013/615 Date Issued 10/1/2014
Address of the Land 22 Kallay St, Croydon
Postcode _____
What does the permit allow? Two double story dwellings
Has the permit previously been extended? No
Are you applying to extend the: Commencement date OR Completion Date

Extension of Permit Commencement Date

Only complete this section if you are applying to extend the commencement date of the permit.

Is this extension request being made: before the permit expires
 Within 6 months after the permit expiry date

If the permit (commencement date) has expired by more than 6 months, the permit cannot be extended.
A new planning application is required.

Extension of Permit Completion Date

Only complete this section if you are applying to extend the completion date of the permit.

Is this extension request being made: before the permit expires
 Within 12 months after the permit expiry date

If the permit (completion date) has expired by more than 12 months, the permit cannot be extended. A new planning application is required.

Has the use and/or development lawfully commenced? Yes

If Yes, what is the status of the works undertaken to date? 1 dwelling complete some earthworks for 2nd dwelling.

Information

What length of additional time are you requesting? 12 months

What are the reasons for your request? loss of family member. Property for sale

Previous extensions of time

Has the permit previously been extended? No

If Yes, How many extensions have been granted and what are the reasons for delay since the issue of the last extension of time? _____

Declaration

The following declaration must be signed by the applicant

I declare that I am the applicant; and that all the information in this application is true and correct; and the owner (if not myself) has been notified of this permit application.

Signature of Applicant Bradley Murray Date 8/11/17

Fee Extension of Time to a planning permit **\$270.00 (inc. GST)**

Payment Options

Application with Cheque or Money Order can be posted to *PO Box 156 Ringwood 3134*

Applications can be made and paid in person at a Customer Service Centre as below; (except Public Holidays)

City Offices- Braeside Avenue, Ringwood **Hours:** 8.30am-7pm Monday, 8.30am-5pm Tuesday to Friday

Realm-179 Maroondah Highway, Ringwood **Hours:** 9am-8pm Monday - Friday, 10am-5pm Saturday and Sunday

Civic Centre- Civic Square Croydon **Hours:** 8.30am-5pm Monday - Friday

OFFICE USE ONLY Payment Details (Internal use only)

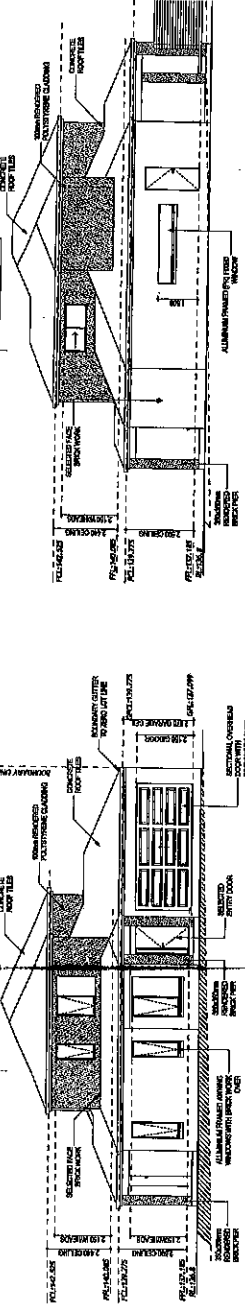
AP: Prepayment: 7205 Receipt Number: 3329862 Amount: \$ 270.00 Date Paid: 8/11/17

✕

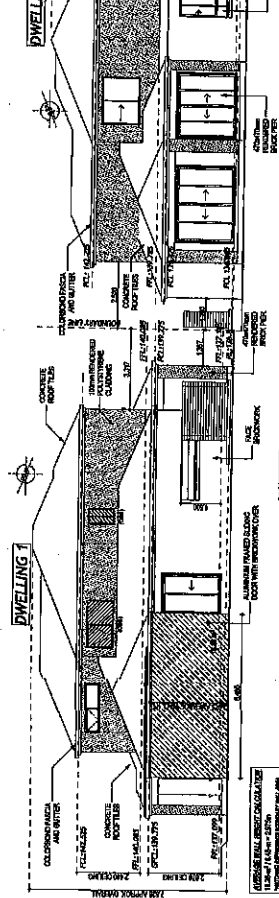
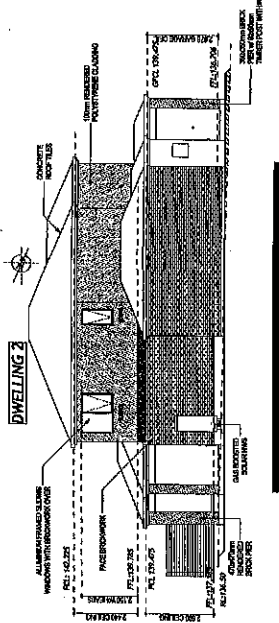
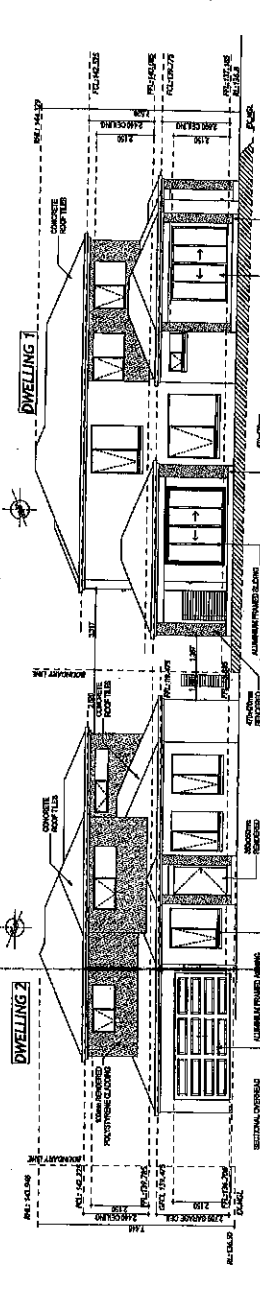
Cashier Use AP - PP/PLAN ADD M/YYYY/XXX & Subject Address Payment Type: Cash/ Chq/ EFTPOS

Prepayment: 7205 Receipt Number: 3329862 Amount: \$ 270.00

DWELLING 2 ROOM SCHEDULE	
LEVELS	DWELLING AREAS
GFL	GROUND FLOOR
GFL	GARAGE
GFL	OUTDOOR LIVING
GFL	COURTYARD
GFL	PORCH
FFL	FIRST FLOOR
	126.26
	36.26
	14.04
	5.53
	3.80
	185.89 m ²
	96.40
	282.29 m ²



DWELLING 1 ROOM SCHEDULE	
LEVELS	DWELLING AREAS
GFL	GROUND FLOOR
GFL	GARAGE
GFL	OUTDOOR LIVING
GFL	COURTYARD
GFL	PORCH
FFL	FIRST FLOOR
	145.17
	36.48
	26.46
	8.86
	3.45
	220.41 m ²
	102.27
	322.68 m ²



PROJECT NO.	DATE	SCALE
LOT 28 KULLAY STREET DUBLIN, IRELAND	2024	1:50
CLIENT	DESIGNED BY	DRAWN BY

DWELLING 01	DWELLING 02
SITE CITY / R.L.	SITE CITY / R.L.
HOUSE #1	HOUSE #1
PRIVATE OPEN SPACE	PRIVATE OPEN SPACE
BEDROOM NO.	BEDROOM NO.
CARPARK NO.	CARPARK NO.

DWELLING 1 PERMEABILITY	DWELLING 2 PERMEABILITY
54.93%	55.89%
OVERALL PERMEABILITY	OVERALL PERMEABILITY
54.93%	48.90%
DWELLING 1 SITE COVERAGE	DWELLING 2 SITE COVERAGE
45.88%	47.28%
OVERALL SITE COVERAGE	OVERALL SITE COVERAGE

DATE	SCALE
2024	1:50

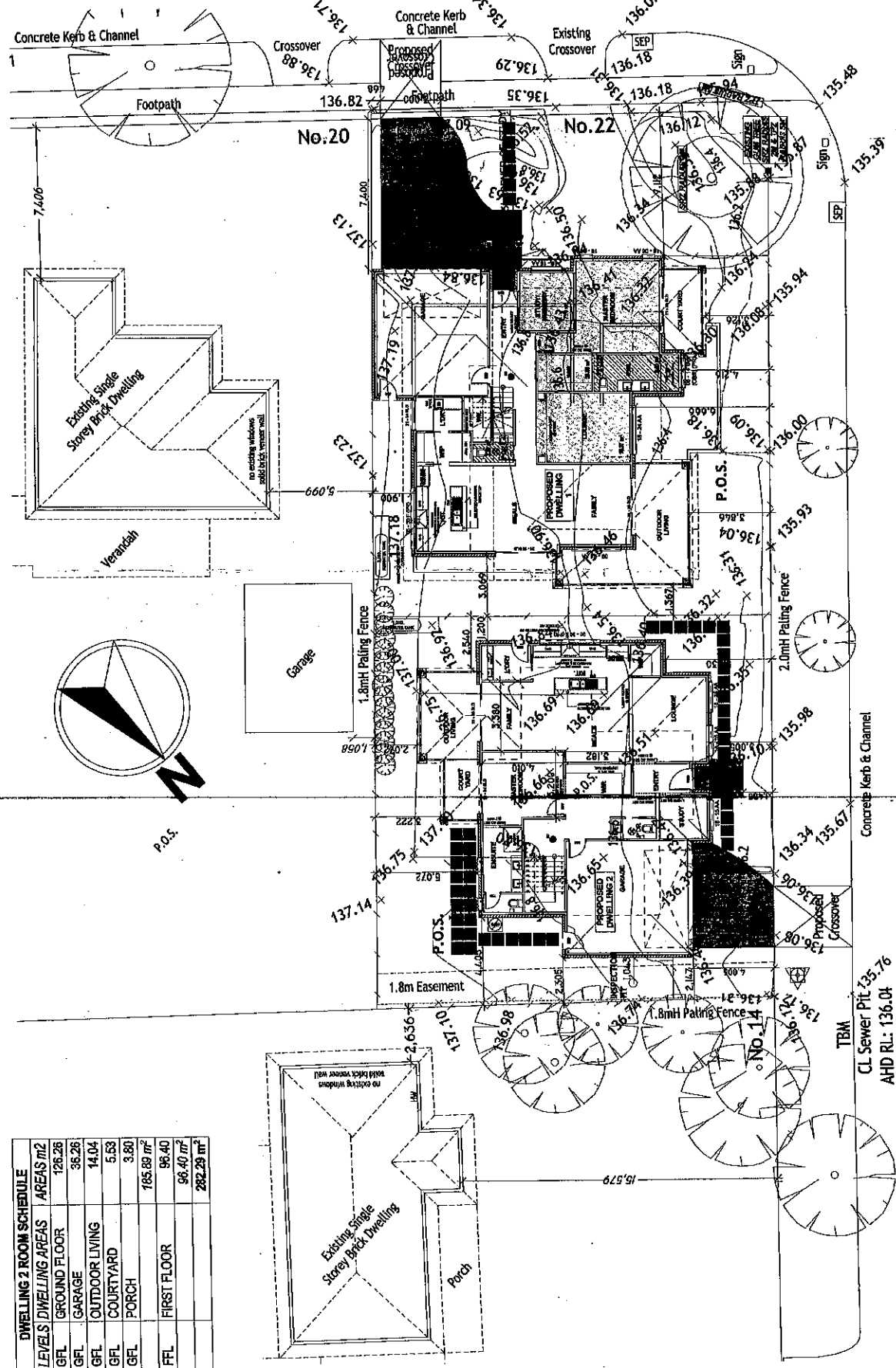
Planning and Environment Act 2004
MARONDRAH PLANNING SCHEME
 This Plan referred to in Planning Section 11 of the Act is hereby approved.
 For and on behalf of the Responsible Authority
 Date: 25/11/24
 Sheet 2 of 4
 Drawn: [Signature]

DRAWING NAME: ELEVATIONS

DWELLING 2 ROOM SCHEDULE	
LEVELS / DWELLING AREAS	AREAS m ²
GFL GROUND FLOOR	126.26
GFL GARAGE	36.26
GFL OUTDOOR LIVING	14.04
GFL COURTYARD	5.53
GFL PORCH	3.80
FFL FIRST FLOOR	185.89
	96.40
	282.29

DWELLING 1 ROOM SCHEDULE	
LEVELS / DWELLING AREAS	AREAS m ²
GFL GROUND FLOOR	145.17
GFL GARAGE	36.48
GFL OUTDOOR LIVING	26.46
GFL COURTYARD	8.85
GFL PORCH	3.45
FFL FIRST FLOOR	220.41
	102.27
	322.68

PERMEABILITY	54.2%
PERMEABILITY	55.89%
PERMEABILITY	54.95%
PERMEABILITY	45.95%
PERMEABILITY	45.25%
PERMEABILITY	47.25%



KALLAY STREET

PROJECT NAME: GROUND FLOOR DESIGN RESPONSE
 DRAWING NO: 101/28
 DATE: 10/10/2023
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: [Number]
 SHEET NO: [Number]

MARCUS ROAD

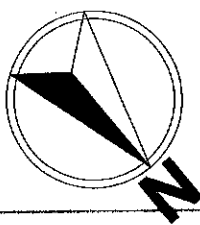
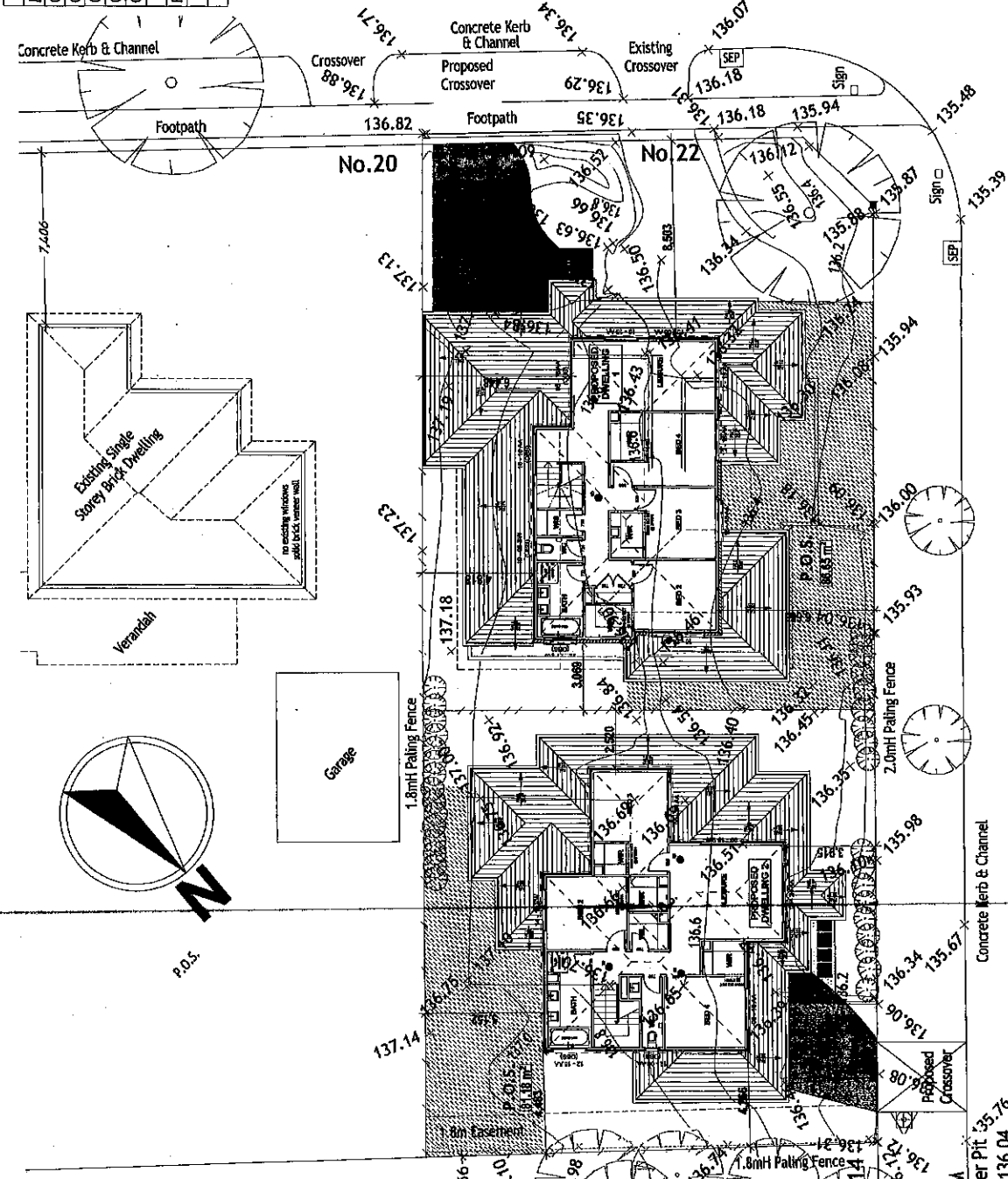
DWELLING 01	SITE CUT / FILL REL.	REL: 100%
	HOUSE FFL	FFL: 117.185
	PRIVATE OPEN SPACE	6.4m ²
	BEDROOM NO.	4
	CARPARK NO.	2

DWELLING 02	SITE CUT / FILL REL.	REL: 100%
	HOUSE FFL	FFL: 117.185
	PRIVATE OPEN SPACE	6.4m ²
	BEDROOM NO.	4
	CARPARK NO.	2

PRIVATE OPEN SPACE and Environment Act 1987
 MARCOONDAH PLANNING SCHEME
 Application No. [Number]
 Date of approval: [Date]
 Date of modification: [Date]

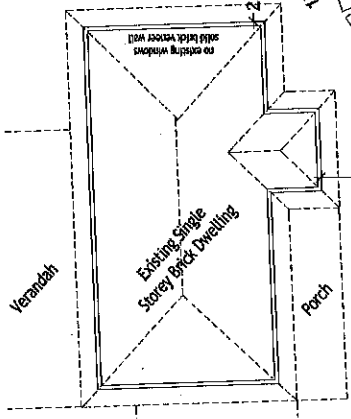
KALLAY STREET

DWELLING 1 ROOM SCHEDULE	
LEVELS	DWELLING AREAS
GFL	145.17
GFL	36.48
GFL	26.46
GFL	8.85
GFL	3.45
FFL	220.41 m ²
	102.27 m ²
	322.68 m ²



P.O.S.

DWELLING 2 ROOM SCHEDULE	
LEVELS	DWELLING AREAS
GFL	126.26
GFL	36.26
GFL	14.04
GFL	5.53
GFL	3.80
FFL	185.89 m ²
	96.40 m ²
	96.40 m ²
	282.29 m ²



SUBJECT	TOWN
PREPARED BY	DATE
SITE ASSOCIATION	NO.
REVISIONS	NO.
APPROVED BY	DATE

Prepared and Environment Act 1977
MARCONDAH PLANNING SC. 333
This Plan referred to in Planning Permit
Application No. ...
is hereby approved
For and on behalf of the Responsible Authority
Date: ...
Sheets: 2 of 4

DWELLING 1 PERMEABILITY:	54.27%
DWELLING 2 PERMEABILITY:	55.80%
OVERALL PERMEABILITY:	54.95%
DWELLING 1 SITE COVERAGE:	45.85%
DWELLING 2 SITE COVERAGE:	40.59%
OVERALL SITE COVERAGE:	47.22%

MARCUS ROAD

DWELLING 01	SITE CUT/FILL RL	AC:136.0
	HOUSE FFL	FFL:137.185
	PRIVATE OPEN SPACE	84.86m ²
	BEDROOM No.	4
	CARPARK No.	2
DWELLING 02	SITE CUT/FILL RL	FFL:136.59
	HOUSE FFL	FFL:136.695
	PRIVATE OPEN SPACE	84.86m ²
	BEDROOM No.	4
	CARPARK No.	2

PROJECT NAME: LOT 28 KALLAY STREET
CLIENT: ...
DRAWING NO.: ...
DATE: ...
SCALE: ...
DRAWN BY: ...
CHECKED BY: ...
APPROVED BY: ...

PLANNING DRAWINGS

DATE: ...
SCALE: ...
DRAWN BY: ...
CHECKED BY: ...
APPROVED BY: ...

DRAWING NAME: FIRST FLOOR DESIGN RESPONSE

DWELLING 1 - 22 KALLAY ST
CROYDON

DATE:

SCHEME:

External

EXTERIOR COLOUR SELECTION	
Brick	Supplier: AUSTRAL - COLOUR "HAWTHORN"
Mortar Joints	Profile RAKED Colour: NATURAL
Roof Tile	Supplier: CSR MONIER Profile: TUDOR Colour: BLACK
Colorbond Gutter	- NIGHT SKY
Colorbond Fascia	NIGHT SKY
Colorbond Downpipes	NIGHT SKY
Meter Box	Bristol / Taubmans Finish: 1/2 strength Colour: SAND & SAGE
Garage Door	Supplier: CENTURION Profile: COSMOPOLITAN Colour: NIGHT SKY
Garage Door Rear (if applicable)	Supplier: Profile: Hinge: Colour:

Planning and Environment Act 1987
MAROONDAH PLANNING SCHEME

This Plan referred to in Planning Permit
Application No. ... M/2013/615 ...
is hereby approved.

[Signature]

For and on behalf of the Responsible Authority

Date: ... 13/5/14 ...

Sheet ... 4 ... of ... 4 ... Sheets

Front Entry Door	Supplier: CORINTHIAN Profile: PMAD 101 Hinge: Glazing: N/A
Front Entry Door & Frame Colour	Bristol / Taubmans Finish: Colour: BLACK
Aluminum Windows / Sliding Doors inc. Flywire Frames	Supplier: A&L Colour: NIGHT SKY
Eaves / Portico Ceiling / Outdoor Living (if applicable)	Bristol / Taubmans Finish: Colour: BUILDERS WHITE
FC Sheet Infills	Bristol / Taubmans Finish: Colour: TO SUIT RENDER
Render	Finish: TEXTURED Colour: SAND + SAGE - "TAUBMANS"
Driveway / Pathways (Colour on Concrete)	Supplier: NUTECH Colour: BLACK -
Letter Box	Profile: Colour: BRICK AS PER HOUSE .
Colorbond Fence (if applicable)	
Water Tank (if applicable)	Colour: NIGHT SKY .

DATE:

DWELLING 2 - 22 KALLAY ST
CROYDON.

SCHEME:

External

EXTERIOR COLOUR SELECTION

Brick	Supplier: AUSTRAL - HAWTHORN
Mortar Joints	Profile RAKED Colour: NATURAL
Roof Tile	Supplier: CSR MONIER Profile: TUDOR Colour: BLACK
Colorbond Gutter	NIGHT SKY
Colorbond Fascia	NIGHT SKY.
Colorbond Downpipes	NIGHT SKY
Meter Box	Bristol / Taubmans Finish: 1/2 strength. Colour: OLD SCHOOL
Garage Door	Supplier: CENTURION Profile: COSMOPOLITAN Colour: NIGHT SKY
Garage Door Rear (if applicable)	Supplier: Profile: N/A Hinge: Colour:

Front Entry Door	Supplier: CORINTHIAN Profile: PMAD 101 Hinge: N/A Glazing: N/A
Front Entry Door & Frame Colour	Bristol / Taubmans Finish: Colour: BLACK.
Aluminum Windows / Sliding Doors inc. Flywire Frames	Supplier: A&L Colour: NIGHT SKY
Eaves / Portico Ceiling / Outdoor Living (if applicable)	Bristol / Taubmans Finish: Colour: BUILDERS WHITE
FC Sheet Infills	Bristol / Taubmans Finish: Colour: TO MATCH RENDER
Render	Finish: TEXTURED Colour: OLD SCHOOL
Driveway / Pathways (Colour on Concrete)	Supplier: COLOURED CONCRETE Colour: BLACK
Letter Box	Profile: BRICK - HALTHORN Colour:
Colorbond Fence (if applicable)	
Water Tank (if applicable)	Colour: NIGHT SKY. C/B

Our Reference M/2013/615
Enquiries: Alishio White - LE
9298 4494



21 November 2014

Structural Works
321 Whitehorse Rd
Balwyn VIC 3103

COPY

Dear Sir/Madam

**22 Kallay Street, Croydon VIC 3136 - M/2013/615
PAVING/DRAINAGE PLANS - APPROVAL**

I refer to your recent submission of paving and drainage plans for the above project and advise that the plans (Plan Number: 77694 D1, Rev B) have been approved.

An approved set of drawings is attached for your information. A copy of the **approved plans** should be kept on site at all times during construction works.

Before the development is occupied, an Engineer registered with the Building Practitioners Board in the category of Civil Engineer, must submit a **Certificate of Compliance – Inspection** pursuant to Regulation 1507 of the Building Regulations, to the Responsible Authority certifying that works have been completed in accordance with the Paving/Drainage Plans.

In addition, and following the submission of the Certificate of Compliance – Inspection, an **inspection by one of Council's Development Engineers** for your development is required upon completion of all works and before Statement of Compliance is issued. To book an Engineering Inspection, please contact Council's Engineering Department on 9298-4292, a minimum of 24 hours prior to appointment.

A Planning Infringement Notice may be issued if the works are not complete or in accordance with the approved plans.

PLEASE NOTE:

Prior to the final inspection being carried out, other Engineering Permits such a Vehicle Crossing Permit or Road/Asset Opening Permit may be required.

A **Vehicle Crossing Permit** is always required when a new vehicle crossing is to be constructed, or an existing crossing is to be relocated or modified.

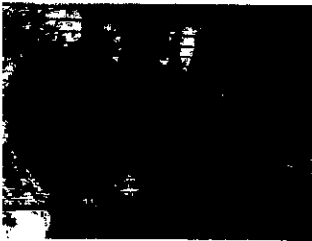
When opening up the footpath, nature strip or the kerb and channel to connect to various services in the street or an easement, a **Road/Asset Opening Permit** is required to be taken out by the property owner or representative.

The permits can be obtained from Council's Engineering Department (Ringwood Office). If you have any questions please contact Council's Engineering Department on 9298-4292.

Yours faithfully

A handwritten signature in black ink, appearing to be 'Alishio White', written over a circular stamp.

Alishio White
Acting Coordinator Development Engineering



AGONIS BURGUNDY



ACACIA LINE MAGIC



AGONIS AFTER DARK



DWARF EUCALYPTUS



WESTRINGEA WYNABBIE GEM



SCAEVOLA



LOMANDRA TANIKA



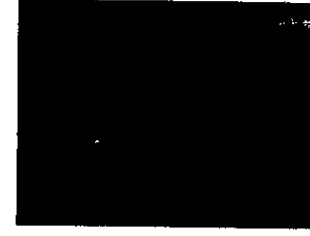
CORDYLINE RUBRA



CORDYLINE APPLE BLOSSOM



CORDYLINE KIWII PRIDE



DODONAEA VISCOSA PURPUREA



GREVILLEA OLIVACEA



CALLISTEMON KINGS PARK



GYNERIA LILY

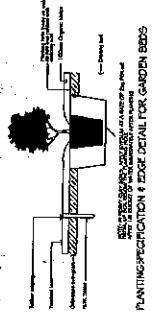
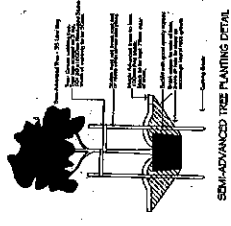


CUSHION BUSH LEUC. BROWNII

PROJECT:	LOT 28 KULLA STREET MARIONAH PLANNING SCHEME
DATE:	15/08/2017
SCALE:	AS SHOWN
DRAWN BY:	...
CHECKED BY:	...
DATE:	...
SCALE:	...
DRAWN BY:	...
CHECKED BY:	...
DATE:	...

Planning and Environment Act 1987
 MARIONAH PLANNING SCHEME
 This Landscape Plan referred to in Planning Permit
 Application No. 1701242
 is hereby approved.
 For and on behalf of the Responsible Authority
 Date: 15/08/2017
 Sheet 2 of 2 Sheets

LANDSCAPE NOTES
 1. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS AND DETAILS PROVIDED IN THIS PLAN.
 2. PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS AND DETAILS PROVIDED IN THIS PLAN.
 3. PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS AND DETAILS PROVIDED IN THIS PLAN.
 4. PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS AND DETAILS PROVIDED IN THIS PLAN.
 5. PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS AND DETAILS PROVIDED IN THIS PLAN.
 6. PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS AND DETAILS PROVIDED IN THIS PLAN.
 7. PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS AND DETAILS PROVIDED IN THIS PLAN.
 8. PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS AND DETAILS PROVIDED IN THIS PLAN.
 9. PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS AND DETAILS PROVIDED IN THIS PLAN.
 10. PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS AND DETAILS PROVIDED IN THIS PLAN.





CERTIFICATE No: 48453334 DATE: 18/12/2017

PLANNING CERTIFICATE

Client: Francis & Torrens
DX: 38066 Ringwood

Matter Ref: Murray
Vendor: BRADLEY JOHN MURRAY
Purchaser:

Subject Property: 12 MARCUS ROAD CROYDON VIC 3136

Title Particulars: Vol 11931 Fol 658

Municipality: MAROONDAH

Planning Scheme: MAROONDAH PLANNING SCHEME

Responsible Authority for administering and enforcing the Scheme: MAROONDAH CITY COUNCIL

Zone: GENERAL RESIDENTIAL ZONE - SCHEDULE 1

Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening: Not Applicable

Design and Development Overlay: Not Applicable

Development Contributions Plan Overlay: Not Applicable

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: Not Applicable

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

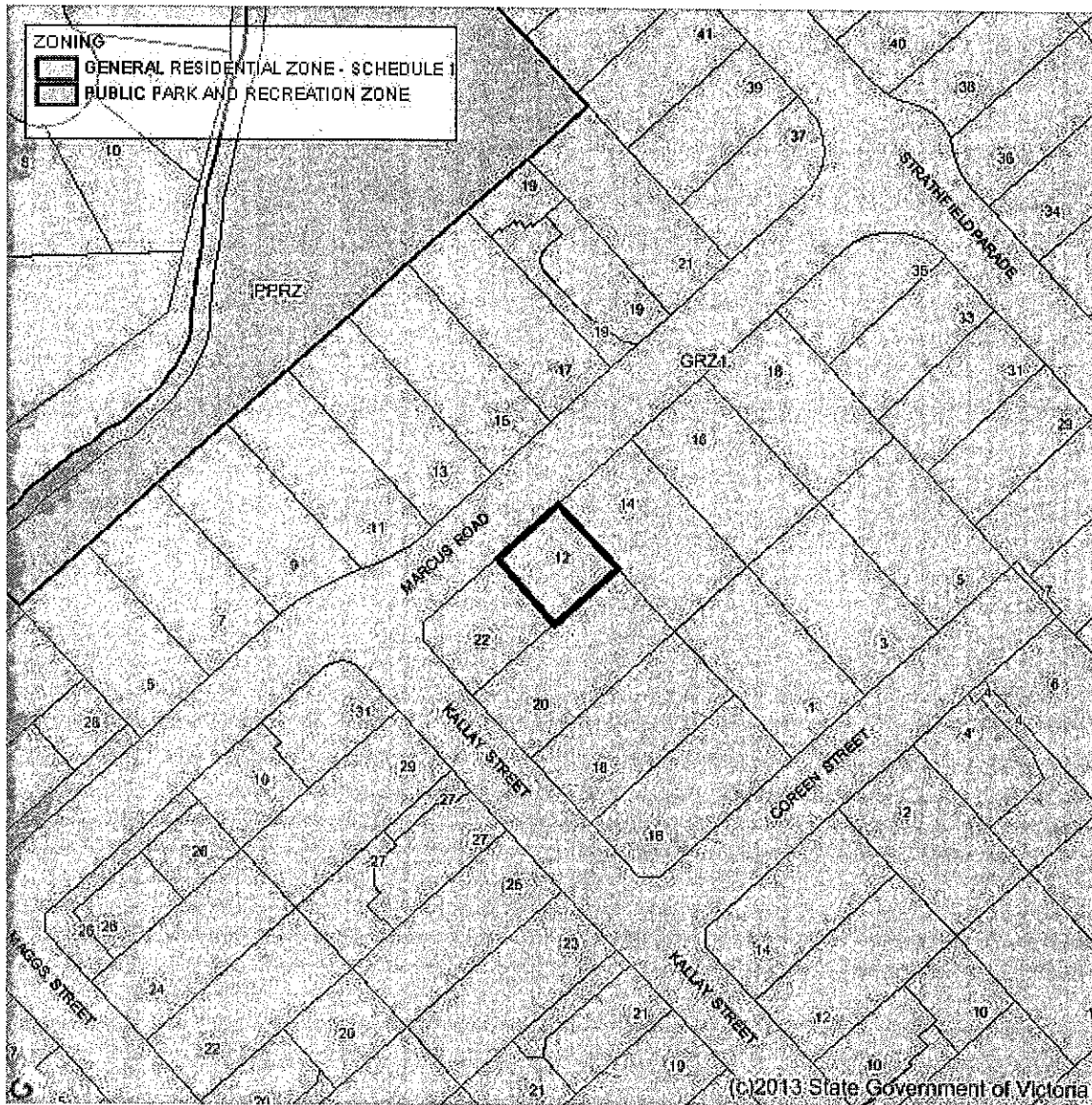
Other Overlays: Not Applicable

Proposed Planning Scheme Amendments: Not Applicable

Additional Notes: STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME
CLAUSE 55.07 AND CLAUSE 58

The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.

PLANNING CERTIFICATE



This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

2017/2018 RATE AND VALUATION NOTICE AND FIRE SERVICES PROPERTY LEVY



CITY OFFICES
Braeside Avenue Ringwood

REALM
179 Maroondah Hwy Ringwood

CROYDON CENTRE
Civic Square Croydon

Telephone: 1300 882 233 Facsimile: (03) 9298 4345
Email: maroondah@maroondah.vic.gov.au
Revenue Office is situated at Civic Square Croydon



Mr B J Murray
12 Marcus Rd
CROYDON VIC 3136



029
R3_6088

ISSUE DATE 07/08/2017
PERIOD 01/07/2017 - 30/06/2018
ASSESSMENT NUMBER 161013 8
REFERENCE NUMBER 00161013 88
PROPERTY DESCRIPTION
Lot 2 PS 732666
PROPERTY ADDRESS
12 Marcus Road, Croydon VIC 3136
AVPCC
110 - Detached Dwelling

SITE VALUE	CAPITAL IMPROVED VALUE	NET ANNUAL VALUE
320,000	635,000	31,750

PARTICULARS OF RATES AND CHARGES & FIRE SERVICES PROPERTY LEVY

General Rates	635,000 x 0.002253	\$1,430.65
Waste Service Charge 120 Litre	1 x 255.5	\$255.50
Fire Levy Fixed Charge MFB - Residential		\$107.00
Fire Levy Rate MFB - Residential	635,000 x 0.000056	\$35.55

Please note: Payments made after 01/08/2017 are not included on this notice.

ARREARS/INTEREST/LEGAL FEES IF DISPLAYED ABOVE, ARE DUE AND

PAYABLE BY: 30 SEPTEMBER 2017

LEGAL ACTION WILL PROCEED AFTER THIS DATE & INTEREST WILL ACCRUE UNTIL PAID.

TOTAL	\$1,828.70
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PAYMENT OPTIONS Payment due dates that fall on a weekend or public holiday will be due on the next business day.

DIRECT DEBIT ONLY		INSTALMENTS		IN FULL
Nine (9) Direct Debit Payments by Written arrangement directly with Council		Four (4) Instalments Council practice is that any amount received after 30 September 2017 will be treated as a part payment with the balance to be paid by 15 February 2018		Single (1) Payment No Reminder will be sent
1st - 30 Sep 2017	\$220.70	30 September 2017	\$457.70	\$1,828.70 15 February 2018 Any arrears included in this figure must be paid by 30 September 2017
2nd - 31 Oct 2017	\$201.00	30 November 2017	\$457.00	
3rd - 30 Nov 2017	\$201.00	28 February 2018	\$457.00	
4th - 31 Dec 2017	\$201.00	31 May 2018	\$457.00	
5th - 31 Jan 2018	\$201.00			
6th - 28 Feb 2018	\$201.00			
7th - 31 Mar 2018	\$201.00			
8th - 30 April 2018	\$201.00			
9th - 31 May 2018	\$201.00			
Late payments: Interest will be charged on all overdue amounts and will be calculated as if the instalment plan had been initiated at an interest rate of 10%				



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maroondah.formsport.com.au



B PAY	Biller Code: 118992 Ref: 0016101388
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BPAY this payment via Internet or phone banking.
BPAY View® - View and pay this bill using Internet banking.
BPAY View Registration No.: 0016101388

Ratepayer: Mr B J Murray

Reference No.: 00161013 88

Property Address: 12 Marcus Road, Croydon VIC 3136

INSTALMENT	IN FULL
\$457.70	\$1,828.70
30/09/2017	15/02/2018



*481 01 0000120 0016101388

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YARRA VALLEY WATER
ABN 93 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

18th December 2017

Francis & Torrens via SAI Global Property
SAIGPROPERTY

Dear Francis & Torrens via SAI Global Property,

RE: Application for Water Information Statement

Property Address:	12 MARCUS ROAD CROYDON 3136
Applicant	Francis & Torrens via SAI Global Property SAIGPROPERTY
Information Statement	30350932
Conveyancing Account Number	2469580000
Your Reference	Murray

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

- Yarra Valley Water Encumbrance Statement
- Melbourne Water Encumbrance Statement
- Asset Plan
- Rates Certificate

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 068 902 601

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Yarra Valley Water Encumbrance

Property Address	12 MARCUS ROAD CROYDON 3136
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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



YARRA VALLEY WATER
ABN 93 086 802 501

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yvw.com.au

Melbourne Water Encumbrance

Property Address	12 MARCUS ROAD CROYDON 3136
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STATEMENT UNDER SECTION 158 WATER ACT 1989

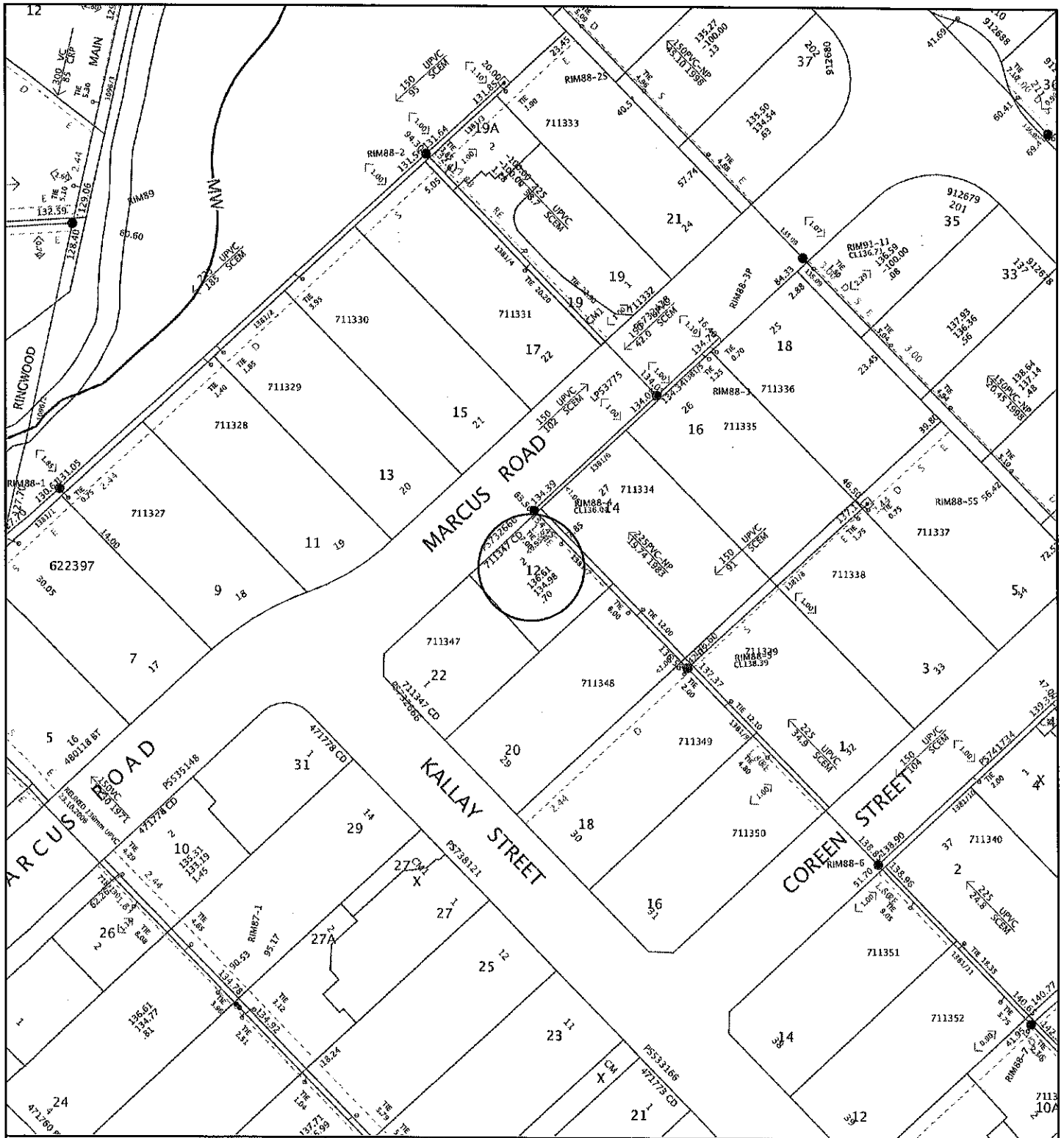
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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
















**Yarra Valley Water
Information Statement
Number: 30350932**

Address	12 MARCUS ROAD CROYDON 3136
Date	18/12/2017
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

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

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



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ABN 93 069 902 501

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yvw.vic.gov.au

Francis & Torrens via SAI Global Property
SAIGPROPERTY
certificates@property.saiglobal.com

RATES CERTIFICATE

Account No: 7596063356
Rate Certificate No: 30350932

Date of Issue: 18/12/2017
Your Ref: Murray

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
12 MARCUS RD, CROYDON VIC 3136	2\1Pt 2 PS732666	5100323	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Usage Charge Step 1 - 40.040000kL x \$2.6436000 = \$105.85 Step 2 - 22.960000kL x \$3.1058000 = \$71.31 Estimated Average Daily Usage \$1.97	16-08-2017 to 15-11-2017	\$177.16	\$177.16
Residential Sewer Usage Charge 63.000000kL x 0.878803 = 55.364589 x 0.900000 = 49.828130 x \$2.0487000 = \$102.08 Estimated Average Daily Usage \$1.13	16-08-2017 to 15-11-2017	\$102.08	\$102.08
Parks Fee	01-07-2017 to 30-06-2018	\$75.85	\$75.85
Drainage Fee	01-10-2017 to 31-12-2017	\$24.92	\$24.92
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$24.93
Total for This Property			\$404.94

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
TE/22 KALLAY ST, CROYDON VIC 3136	28\LP53775	1372304	Residential

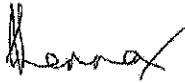
Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2017 to 31-12-2017	\$44.83	\$44.83
Residential Sewer Service Charge	01-10-2017 to 31-12-2017	\$89.94	\$89.94
Parks Fee	01-07-2017 to 30-06-2018	\$75.85	\$0.00
Drainage Fee	01-10-2017 to 31-12-2017	\$24.92	\$24.92
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$159.69

Total Due \$564.63

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2017, Residential Water Usage is billed using the following step pricing system: 264.36 cents per kilolitre for the first 44 kilolitres; 310.58 cents per kilolitre for 44-88 kilolitres and 461.93 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2017, Residential Recycled Water Usage is billed 231.91 cents per kilolitre
10. From 01/07/2017, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre
11. From 01/07/2017, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre



YARRA VALLEY WATER
ABN 93 086 902 501

Lucknow Street
Mitcham Victoria 3132

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E enquiry@yvw.com.au
yvw.com.au

Property No: 5100323

Address: 12 MARCUS RD, CROYDON VIC 3136

Water Information Statement Number: 30350932

HOW TO PAY



Billers Code: 344366
Ref: 75960633565



Mail a Cheque with the Remittance Advice
below to:

Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount
Paid

Date
Paid

Receipt
Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 5100323

Address: 12 MARCUS RD, CROYDON VIC 3136

Water Information Statement Number: 30350932

Cheque Amount: \$



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ABN 93 866 882 501

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Mitcham Victoria 3132

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Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgment verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

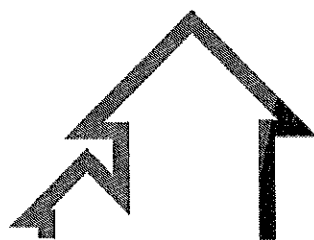
Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au

VENDOR STATEMENT



FRANCIS & TORRENS Conveyancing

House & Land Title Transfers

Conveyancing licence number: 000465L

Phone: 9870 0904 Fax: 9876 0500

Email: conveyancing@francistorrens.com.au

Suite 1/303 Maroondah Highway, Ringwood 3134

PO Box 4138, Ringwood 3134

DX 38066 Ringwood

ABN: 61 620 387 712