

DATED

2021

**KAILA JADE GARRATT AND ADAM GARY MCCOY-SMITH**

**VENDORS STATEMENT**

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**Property: 10 Langley Boulevard, Lang Lang VIC 3984**

Claire Miles Conveyancing Pty Ltd  
18 Main Street, Pakenham VIC 3810  
PO Box 2022, Pakenham VIC 3810  
Tel: (03) 5940 5802  
Fax: (03) 5940 4389  
[info@clairemilesconveyancing.com.au](mailto:info@clairemilesconveyancing.com.au)

Ref: SO:21/3647

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	10 LANGLEY BOULEVARD, LANG LANG VIC 3984
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Vendor's name	Kaila Jade Garratt	Date	/ /
Vendor's signature	<hr/>		
Vendor's name	Adam Gary Mccoy-smith	Date	/ /
Vendor's signature	<hr/>		

Purchaser's name	Date
Purchaser's signature	/ /
<hr/>	
Purchaser's name	Date
Purchaser's signature	/ /
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## 1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$3,500.00

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

Not Applicable

### Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

See attached 137B Owner Builder Report

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

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

☐

### 3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the Vendors knowledge

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

## 6. OWNERS CORPORATION

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

Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

## SERVICES

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

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

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

*Subdivision Act 1988.*

- (a) ☐ Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

### **10.3 Further Plan of Subdivision**

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

Not Applicable

## **11. DISCLOSURE OF ENERGY INFORMATION**

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## **12. DUE DILIGENCE CHECKLIST**

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

Is attached

## **13. ATTACHMENTS**

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

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

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

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# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

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

Page 1 of 1

VOLUME 11957 FOLIO 557

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### LAND DESCRIPTION

Lot 32 on Plan of Subdivision 800520N.  
PARENT TITLE Volume 11152 Folio 595  
Created by instrument PS800520N 19/02/2018

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
KAILA JADE GARRATT  
ADAM GARY MCCOY-SMITH both of 11 MONTMORENCY AVENUE BERWICK VIC 3806  
AQ863187E 27/03/2018

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ863188C 27/03/2018  
POLICE FINANCIAL SERVICES LTD

COVENANT PS800520N 19/02/2018

COVENANT AQ863187E 27/03/2018

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  
AG507236V 15/05/2009

AGREEMENT Section 173 Planning and Environment Act 1987  
AN705928Y 03/04/2017

### DIAGRAM LOCATION

SEE PS800520N FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 10 LANGLEY BOULEVARD LANG LANG VIC 3984

DOCUMENT END

# Imaged Document Cover Sheet

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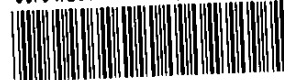
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FORM 18 Section 181

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

**Planning and Environment Act 1987**

Lodged by:

Name: John Bennison

Phone: 03 9571 5000

Address: 43 Tooronga Road, Malvern East 3145

Ref: Langley Park

Customer Code: 7100G

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 11152 Folio 595

Authority: *Cardinia Shire Council*  
20 Siding Avenue, Officer, Victoria

Section and Act under which agreement made:

*S 173 of Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer:

*Debbie Tyson - Manager Development & Compliance Services*

Date: 27/3/17

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**AGREEMENT MADE PURSUANT TO SECTION 173  
OF THE PLANNING AND ENVIRONMENT ACT 1987**

**between:**

**CARDINIA SHIRE COUNCIL**

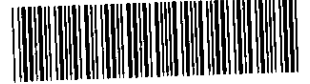
**&**

**WALLIS WATSON LANG LANG PTY LTD**

**Land at 52 James Street, Lang Lang**

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**AGREEMENT** made on

27 MARCH

2017

**PARTIES:**

**CARDINIA SHIRE COUNCIL**

of 20 Siding Avenue, Officer, Victoria

**(Responsible Authority)**

**WALLIS WATSON LANG LANG PTY LTD (A.C.N. 102 750 863)**

of 3 Colemans Road, Carrum Downs, Victoria

**(Owner);**

**RECITALS:**

- A. The Owner is the owner and registered by the Registrar of Titles as the proprietor of an estate in fee simple in the land at 52 James Street, Lang Lang, 3984 being the land described in Certificate of Title Volume 11152 Folio 595 and being Lot 1 on Plan of Subdivision PS612399C (**Subject Land**);
- B. The Responsible Authority is responsible for the administration and enforcement of the Cardinia Planning Scheme (hereinafter called "the Planning Scheme") pursuant to the provisions of the Planning and Environment Act 1987 (hereinafter called "the Act").
- C. On 17 June 2013 the Responsible Authority issued Planning Permit Number T120247, as amended on 29th July 2015 to become Planning Permit Number T120247-1, which allowed the "Multi lot residential subdivision and removal of native vegetation and easement (E-1 PS612399C), generally in accordance with the approved plans" (**Planning Permit**).
- D. Condition 10 of the Planning Permit provides as follows:

*"Before to the certification of a plan of subdivision of the first stage or at such other time which is agreed between Council and the owner, if required by the Responsible Authority or the owner, the owner must enter into an agreement or agreements under section 173 of the Planning and Environment Act 1987 which provides for:*

  - a) *Implementation of and on-going compliance with all conditions in the Statement of Environmental Audit (contained within Environmental Audit of Land at 52 James Street, Lang Lang, Victoria, EPA Reference 66978-1- October 2010);*
  - b) *Prior to the Statement of Compliance being issued for Stage 1 construction of a footpath on the east side of James Street from Westernport Road to the north entry of the development must be completed*
  - c) *Prior to the Statement of Compliance being issued for Stage 4 construction of a footpath on the east side of James Street, between the northern and southern entries to the development must be completed.*

- d) Prior to the issue of a Statement of Compliance being issued for Stage 5 payment to the Department of Sustainability and Environment (or equivalent authority) for the amount of \$20,000 for rehabilitation works located on the adjoining Crown Land.*
- e) The protection of all offset plants that are located on the subject site."*
- E. The stormwater quality requirements for the Development as defined in Revision 5 of the Stormwater Management Strategy, prepared by Beveridge Williams & Co. Pty. Ltd. and dated 23/10/2015, requires that any future dwelling constructed within the Development must include a rainwater tank, that has a minimum capacity of 5000 litres, is plumbed to collect the roof runoff and is the primary supply for toilet flushing. It is desired that this requirement be set out in this Agreement.
- F. The parties have agreed that, without restricting or limiting their respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is an agreement entered into pursuant to Section 173 of the Act.
- G. The parties have entered into this Agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.

## **OPERATIVE PROVISIONS:**

### **Definitions**

1. In this Agreement unless inconsistent with the context or subject matter:
  - 1.1. "Act" means the Planning and Environment Act 1987;
  - 1.2. "Agreement" means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement;
  - 1.3. "Development" means the subdivision of the Subject Land in accordance with the Planning Permit;
  - 1.4. "Offset Management Plan" means the plan prepared by Beveridge Williams and marked "52 James St (Langley Park), Lang Lang Offset Management Plan – Revision A March 2016" endorsed by the Responsible Authority on 28 April 2016 or as amended from time to time in accordance with the Act;
  - 1.5. "Owner" means the owner for the time being of the land and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the Subject Land or any part thereof, and includes a Mortgagee in

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possession;

- 1.6. "Planning Permit" means the planning permit referred to in Recital C, including any plans endorsed under that planning permit;
- 1.7. "Planning Scheme" means the Cardinia Planning Scheme and any successor instrument or other planning scheme which applies to the subject land;
- 1.8. "Responsible Authority" means Cardinia Shire Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;
- 1.9. "Subject Land" means the land described in Recital A; and
- 1.10. "Tribunal" means the Victorian Civil and Administrative Tribunal or any successor tribunal, court, institution or body.

### **Interpretation**

2. In this Agreement unless inconsistent with the context or subject matter:
  - 2.1. The singular includes the plural and the plural includes the singular;
  - 2.2. A reference to a gender includes a reference to each other gender;
  - 2.3. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;
  - 2.4. If a party consists of more than one person this Agreement binds them jointly and each of them individually;
  - 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute;
  - 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

### **Specific Obligations of the Owner**

3. The Owner covenants, acknowledges and agrees to:
  - 3.1. Implement and continually comply with all conditions in the Statement of Environmental Audit (contained within Environmental Audit of Land at 52 James Street, Lang Lang, Victoria, EPA Reference 66978-1- October 2010).

- 3.2. Complete the construction of a footpath on the east side of James Street from Westernport Road to the north entry of the Development prior to a Statement of Compliance being issued for Stage 1 of the Development.
- 3.3. Complete the construction of a footpath on the east side of James Street, between the northern and southern entries to the Development prior to a Statement of Compliance being issued for Stage 4 of the Development.
- 3.4. Make a payment to the Department of Sustainability and Environment (or equivalent authority) in the amount of \$20,000 for rehabilitation works located on the adjoining Crown Land prior to a Statement of Compliance being issued for Stage 5 of the Development.
- 3.5. Protect and maintain all offset plants that are located on the Subject Land in accordance with and for the period of time listed in the Offset Management Plan.
- 3.6. The construction of any future dwellings on the Subject Land must include the provision of at least one rainwater tank capable of storing a minimum capacity of 5,000 litres of rainwater for re-use with the tank to be installed in accordance with local regulations. The tank must be able to collect roof run-off from the dwelling and must be connected to the dwelling to provide the primary supply for toilet flushing and have provision for use for garden irrigation.

#### **Further Obligations of the Owner**

4. The Owner further covenants that:
  - 4.1. The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land or any part of it without first disclosing to its successors the existence and nature of this Agreement.
  - 4.2. The Owner will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgment or other document and obtaining the consent of any mortgagee or caveator to enable the recording to be made in the Register under that section.
  - 4.3. The Owner shall immediately on demand pay the reasonable legal costs and fees



incurred and incidental to the preparation and execution of this Agreement and the registration hereof pursuant to Section 181 of the Act.

- 4.4. That until such time as this Agreement is registered on the title to the Subject Land, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.
- 4.5. The Owner agrees to indemnify and keep indemnified the Responsible Authority from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this Agreement and/or any non-compliance with this Agreement.
- 4.6. The Owner agrees to allow the Responsible Authority to enter the Subject Land at any reasonable time to assess compliance with this Agreement.

#### **Owner's Warranties and Acknowledgments**

5. The Owner warrants that:
  - 5.1. It is the registered proprietor (or entitled to be so) of the Subject Land;
  - 5.2. There are no mortgages, liens, charges or other encumbrances affecting the Subject Land which are not disclosed by the usual searches;
  - 5.3. If the Subject Land is affected by a mortgage, the Mortgagee of the land consents to the Owner entering into this Agreement and the Agreement being registered on the title to the Subject Land.
  - 5.4. If the Subject Land is affected by a caveat, the Caveator of the land consents to the Owner entering into this Agreement and the Agreement being registered on the title to the Subject Land.
6. The Owner acknowledges that any obligations imposed on them under this Agreement take effect as separate and several covenants which are annexed to the relevant land and run at law and in equity with the relevant land and every part thereof and bind the Owner and their successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Subject Land.



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#### **Further Assurance**

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

#### **Default**

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

#### **No Waiver**

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

#### **No Fettering of Powers of Responsible Authority**

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

#### **Entire Agreement**

11. This Agreement constitutes the entire agreement between the parties in connection with

its subject matter and supersedes all previous Agreements or understandings between the parties in connection with its subject matter.

### **Severability**

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

### **Disputes**

13. If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.
14. If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the parties, or, in the absence of such agreement the Chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.
15. The parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to in Clauses 13 or 14 of this Agreement unless the Tribunal or arbitrator otherwise directs, and each party must bear its own costs.

### **Commencement of Agreement**

16. This Agreement is deemed to commence on the date which this Agreement is registered by the Registrar of Titles.

### **End of Agreement**

17. This Agreement will not end except in accordance with the relevant provisions of the Act.
18. As soon as reasonably practicable after the Agreement has ended, Council will, at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement.

**AN705928Y**



**AN705928Y**

03/04/2017

\$92.70

173



**EXECUTED** by the parties on the date set out at the commencement of this Agreement:

**Signed** by and on behalf, and with the  
authority of the **Cardinia Shire Council**  
by the **Manager of Development and**  
**Compliance Services**, in the exercise of a  
power conferred by an Instrument of  
Delegation dated 15 February 2016, in the  
presence of:

)  
)  
)  
)  
)  
)  
)

.....

Witness **LISA GIBSON**

**Executed by WALLIS WATSON LANG**  
**LANG PTY LTD (ACN 102 750 863)** in  
accordance with section 127(1) of the  
Corporations Act 2001 by being signed by  
authorised persons for the company:

)  
)  
)  
)  
)

.....

Director

**JAMES LAWRENCE WATSON**  
.....

Full Name

**21 KARIMNA DVE, MORNINGTON**  
.....

Usual Address

.....

Director (or Company Secretary)

**DIRECTOR**  
.....

Full Name

**1111 DAVID WALLIS**  
.....

Usual Address

**350 TYRAB ROAD**  
**MORNINGTON 3931.**

**AN705928Y**

03/04/2017 \$92.70 173



Registrar of Titles  
Land Titles Office  
Marland House  
570 Bourke Street  
MELBOURNE

**APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE  
PLANNING AND ENVIRONMENT ACT 1987**

**Certificate of Title Volume 11152 Folio 595:**

**Registered Proprietor/s: Wallis Watson Lang Lang Pty Ltd ACN 102 750 863**

National Australia Bank Limited ABN 12 004 044 937 as Mortgagee pursuant to  
registered Mortgage number AH875571P hereby consents to the within  
Agreement.

Dated the 2<sup>nd</sup> day of March 2017

**EXECUTED by NATIONAL AUSTRALIA BANK**  
**LIMITED** by being signed sealed and delivered in  
Victoria by its Attorney

*ALISTER WILKIE*

who holds the position of Level 3 Attorney under  
Power of Attorney dated 1/3/2007 (a certified  
copy of which is filed in Permanent Order Book  
No 277 Page No 025 Item 35) in the presence of:

)  
)  
)  
)  
)  
)  
) .....  
) Attorney  
)

.....  
Signature of Witness

**AN705928Y**

03/04/2017

\$92.70

173



**CAVEATOR'S CONSENT**

**APPLICATION TO REGISTER SECTION 173 AGREEMENT**

Dante Del Vecchio and Nina Del Vecchio as Caveator pursuant to registered Caveat No. AH747239P hereby consents to the registration of the within agreement.

.....*D. Del Vecchio*.....

Dante Del Vecchio

.....*Nina Del Vecchio*.....

Nina Del Vecchio

.....*[Signature]*.....

Witness *Bruno Del Vecchio*

.....*[Signature]*.....

Witness *Bruno Del Vecchio*

# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AQ863187E</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>25/11/2021 14:37</b>

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**Creating an easement and/or restrictive covenant  
Section 45 Transfer of Land Act 1958**

**Privacy Collection Statement**

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

Lodged by

Name:

**MAHONYS**

Phone:

Address:

**1170R**

Reference:

Customer code:

The transferor transfers to the transferee the estate and interest specified in the land described for the consideration expressed:

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land, including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

LOT 32 ON PLAN OF SUBDIVISION NO PS. 800520N

BEING THE WHOLE OF THE LAND DESCRIBED IN CERTIFICATE OF TITLE VOLUME **11957** FOLIO **557**

Estate and interest: (e.g. all my estate in fee simple)

**ALL ITS ESTATE IN FEE SIMPLE**

Consideration:

**\$ 179,500-00**

Transferor: (full name)

**WALLIS WATSON LANG LANG PTY LTD ACN 102 750 863**

Transferee: (full name and address, including postcode)

**KAILA JADE GARRATT AND ADAM GARY MCCOY-SMITH**

**BOTH OF 11 MONTMORENCY AVENUE BERWICK 3806 AS JOINT PROPRIETORS**

Creation and/or reservation of easement and/or restrictive covenant

AND WE THE SAID TRANSFEREES FOR OURSELVES AND OUR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS AND TRANSFEREES AND REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF THE LOT HEREBY TRANSFERRED AND OF EACH AND EVERY PART THEREOF DO HEREBY COVENANT WITH THE SAID WALLIS WATSON LANG LANG PTY LTD AND THE OTHER REGISTERED PROPRIETORS FOR THE TIME BEING OF EACH OF THE LOTS CREATED BY ANY SUBDIVISION OF THE LAND DESCRIBED IN CERTIFICATE OF TITLE VOLUME 11152 FOLIO 595 AND

**35271702A**

**45-2TLA**

Page 1 of 6

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**AQ863187E**

**Creating an easement and/or restrictive covenant  
Section 45 Transfer of Land Act 1958**

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EVERY PART THEREOF (OTHER THAN THE LOT HEREBY TRANSFERRED) AS FOLLOWS:

WE WILL NOT PERMIT OR ALLOW NOR PERMIT OR ALLOW OTHER REGISTERED PROPRIETORS FOR THE TIME BEING OF EACH OF THE LOTS ON THE SAID PLANS OF SUBDIVISION TO BE OR REMAIN ERECTED ON THE LAND HEREBY TRANSFERRED:

- (A) ANY BUILDING OTHER THAN ONE PRIVATE DWELLING HOUSE USED FOR RESIDENTIAL PURPOSES TOGETHER WITH THE USUAL OUTBUILDINGS;
- (B) ANY DWELLING HOUSE HAVING EXTERNAL WALLS CLAD IN OTHER THAN NEW MATERIALS, EXCEPT HAND-MADE BRICKS MAY BE USED;
- (C) ANY DWELLING HOUSE HAVING AN AREA (EXCLUSIVE OF VERANDAHS, GARAGES AND OUTBUILDINGS) OF LESS THAN 140 SQUARE METRES.
- (D) ANY DWELLING HOUSE HAVING SPLIT LOG WALLS OR UNTEXTURED OR UNFINISHED CEMENT SHEET CLADDING OR ANY KIT HOME OR RELOCATED HOME OR OUTBUILDING.
- (E) ANY TRANSPORTABLE OR TEMPORARY DWELLING STRUCTURE OR CARAVAN USED AS A DWELLING PRIOR TO THE ISSUE OF AN OCCUPANCY CERTIFICATE FOR A DWELLING HOUSE.
- (F) ANY GARAGE OR OUTBUILDING NOT MATCHING IN BUILDING MATERIAL AND COLOUR ANY DWELLING HOUSE ON THE LAND OR NOT CLAD WITH TIMBER OR PRE-FINISHED COLOURBOND IRON;
- (G) ANY FENCE TO BE CONSTRUCTED OR REMAIN ERECTED OTHER THAN MADE OF NEW MATERIALS AND CONSTRUCTED IN A PROPER AND TRADESMANLIKE MANNER HAVING REGARD TO BEST INDUSTRY PRACTICE AND IN THE CASE OF SIDE AND REAR FENCES NOT LESS THAN 1800MM IN HEIGHT;

AND IT IS INTENDED THAT THIS COVENANT SHALL BE SET OUT AS AN ENCUMBRANCE ON THE CERTIFICATE OF TITLE ISSUED FOR THE LOT HEREBY TRANSFERRED AND SHALL RUN WITH THE LAND.

---

35271702A

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**Privacy Collection Statement**

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Signing:

**Certifications**

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

Executed on behalf of **WALLIS WATSON LANG LANG PTY LTD**

Signer Name

*JOHN BENNISON*

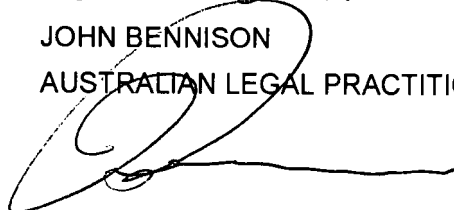
Signer Organisation

JOHN BENNISON

Signer Role

AUSTRALIAN LEGAL PRACTITIONER

Signature



Execution Date

05/03/2018

Signing:

35271702A

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4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of KAILA JADE GARRATT

Signer Name **KABUL SINGH MANGAT**

Signer Organisation ~~SARGEANT CASEY~~ **SARGEANTS DANDENONG**

Signer Role **CONVEYANCING PRACTICE**

Signature



Execution Date **05/03/2018**

---

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Section 45 Transfer of Land Act 1958**

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

Executed on behalf of ADAM GARY MCCOY-SMITH

Signer Name **KABUL SINGH MANGAT**

Signer Organisation **SARGEANTS CASEY SARGEANTS DANDENONG**

Signer Role **CONVEYANCING PRACTICE**

Signature



Execution Date

**05/03/2018**

---

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**AG507236V**



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

**Planning and Environment Act 1987**

Lodged at the Land Titles Office by:

Name: John Bennison  
Phone: (03) 9500 0226  
Address: 389 Wattletree Road Malvern East 3145  
Ref: W W Lang Lang  
Customer Code: 7100G

The Authority having made an Agreement requires a recording to be made in the Register for the land.

---

**LAND**

Certificates of Title Volume 9772 Folio 404 and Volume 9396 Folio 641

---

**RESPONSIBLE AUTHORITY**

**CARDINIA SHIRE COUNCIL** of Henty Way Pakenham, Victoria

---

**SECTION AND ACT UNDER WHICH AGREEMENT MADE**

Section 173 Planning and Environment Act 1987

---

**A copy of the Agreement is attached to this Application**

Signature of the Responsible Authority: 

Name of Officer: PHILIP WALTER, GENERAL MANAGER PLANNING AND DEVELOPMENT

Date: 6 May 2009

Dated

6 MAY 2009

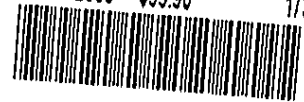
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CARDINIA SHIRE COUNCIL

**AG507236V**

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WALLIS WATSON LANG LANG PTY LTD

## PLANNING AGREEMENT

**JOHN BENNISON**

**Solicitor**

389 Wattletree Road

Malvern East VIC 3145

Tel: (613) 9500 0226

Fax: (613) 9500 8559

email [jkb@bennisons.com](mailto:jkb@bennisons.com)

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THIS AGREEMENT is made the 6 day of MAY, 2009 2008  
pursuant to Section 173 of the *Planning and Environment Act 1987* (the "Act")

**PARTIES:**

1. **CARDINIA SHIRE COUNCIL**

of Henty Way Pakenham, Victoria  
and

(the "Responsible Authority");

2. **DANTE DEL VECCHIO & NINA DEL VECCHIO**

of 42 Grantham Terrace Mulgrave Victoria

(the "Owner")

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**RECITALS:**

- A. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- B. The Owner is the registered proprietor of an estate in fee simple of the land described in Certificates of Title Volume 9772 Folio 404 being Lot 2 on LP209171Y and Volume 9396 Folio 641 being Lot 1 on TP188426Y, Parish of Lang Lang and known as 52 James Street Lang Lang (the "Land").
- C. The Land is subject to Mortgage in favour of Wallis Watson Lang Lang Pty Ltd (the "Mortgagee"). The Mortgagee has consented to the Owner entering into this Agreement.
- D. On 29 April 2008 the Responsible Authority issued Planning Permit No. T070958 for the "subdivision of the land into 2 lots (Boundary Realignment) in accordance with the details submitted" and on 3 September 2006 amended that permit by altering clause 5 to allow further subdivision of lot 1 (the "Planning Permit").
- E. Condition 5 of the Planning Permit provides as follows:

"The Permit Holder must enter into a Section 173 agreement with the Responsible Authority, preventing any further subdivision of lot 2 on the endorsed plan that creates additional lots. **This agreement expires when the Farming Zone ceases to exist on lot 2.** The form and content of the Agreement must be to the satisfaction of the responsible authority and all costs relating to the preparation and registration of the agreement on title must be met by the

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permit holder. Prior to the issue of a Statement of Compliance the permit holder must provide a dealing number to the responsible authority to demonstrate that the agreement has been lodged with the Land Titles Office.

- F. The parties enter into this Agreement to facilitate the requirements referred to in Recital E above.

## **OPERATIVE PROVISIONS**

### **1. DEFINITIONS**

In this Agreement, the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- 1.1 the "**Act**" means the *Planning and Environment Act 1987*;
- 1.2 "**Agreement**" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- 1.3 "**Endorsed Plans**" means the plans endorsed by the Responsible Authority pursuant to the Planning Permit;
- 1.4 "**Land**" means the land described in Recital B;
- 1.5 "**Mortgagee**" means the person described in Recital C.
- 1.6 "**Owner**" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession;
- 1.7 "**Planning Permit**" means the Planning Permit described in Recital C including the plans endorsed under it, and as attached in Schedule 1 of this Agreement;
- 1.8 "**Planning Scheme**" means the Cardinia Planning Scheme and any successor instrument or other planning scheme which applies to the Land;

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- 1.9 **"Responsible Authority"** means Cardinia Shire Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;
- 1.10 **"Subdivision"** means the subdivision of the Land in accordance with the Planning Permit;
- 1.11 **"Tribunal"** means the Victorian Civil and Administrative Tribunal.

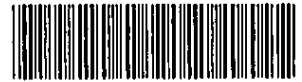
## 2. INTERPRETATION

In this Agreement, unless the context indicates otherwise:

- 2.1 A reference to this Agreement includes any variation or replacement of it.
- 2.2 The singular includes the plural and the plural includes the singular.
- 2.3 A reference to a gender includes a reference to each other gender.
- 2.4 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- 2.5 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.6 A reference to a statute includes any subordinate instruments made under that statute.
- 2.7 A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- 2.8 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- 2.9 The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.10 A reference to the Responsible Authority includes its agents, officers, employees, servants, workers and contractors.

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2.11 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

### **3. SPECIFIC OBLIGATIONS OF THE OWNER**

#### **3.1 No Further subdivision of Lot 2**

The Owner agrees that no further subdivision of lot 2 to be created by the subdivision of the Land pursuant to the Planning Permit that creates further lots will be permitted.

### **4. FURTHER OBLIGATIONS OF THE OWNER**

The Owner further agrees that:

#### **4.1 Notice and Registration**

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

#### **4.2 Mortgagee to be Bound**

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes Mortgagee in possession of the Land.

#### **4.3 Registration of Agreement**

The Owner will do all things necessary to enable the Responsible Authority make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

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#### **4.4 Responsible Authority's Costs to be Paid**

The Owner must pay immediately on demand the reasonable costs of the Responsible Authority of and incidental to the preparation, execution and registration of this Agreement. Those costs are and remain a charge on the Land until paid.

#### **4.5 Indemnity**

The Owner agrees to indemnify and keep indemnified the Responsible Authority from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

#### **5. EXPIRY OF AGREEMENT**

This agreement expires when lot 2 is re-zoned from Farming Zone.

#### **6. FURTHER ASSURANCE**

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

#### **7. AGREEMENT UNDER SECTION 173 OF THE ACT**

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

#### **8. AGREEMENT RUNS WITH THE LAND**

The parties acknowledge and agree that the obligations in this Agreement take effect as covenants annexed to the Land that run at law and in equity with Land and bind the Owner.

#### **9. OWNER'S WARRANTIES**

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in

**AG507236V**

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writing to this Agreement, no other person has any interest, either legal or equitable, in the Land.

#### **10. PLANNING OBJECTIVES**

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the Objectives of Planning in Victoria and the objectives of the Planning Scheme.

#### **11. SUCCESSORS IN TITLE**

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

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

#### **12. GENERAL MATTERS**

##### **12.1 Service of Notice**

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

- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (3) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

##### **12.2 Time of Service**

A notice or other communication is deemed served:

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- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

### **12.3 No Waiver**

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

### **12.4 Jurisdiction**

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

### **12.5 Severability**

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

### **12.6 Disputes**

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.

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- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation to such provision, the dispute must be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties must be entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses (2) and (3), unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

#### **12.7 No Fettering of Responsible Authority's Powers**

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

#### **13. AMENDMENT**

Subject to the consent of the Minister responsible for administering the Act, the parties may agree in writing to amend this Agreement.

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IN CONFIRMATION of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.

SIGNED by the said DANTE DEL VECCHIO & NINA DEL VECCHIO in the presence of:

*D. Del Vecchio*

*N Del Vecchio*

Witness

*[Signature]*

SIGNED by and on behalf of and with the authority of the Cardinia Shire Council by ~~Tracey Parker~~ in the exercise of power conferred by an Instrument of Delegation dated ~~19 June~~ 2006 in the presence of:

16 OCTOBER pm

Witness

*Bamberden*

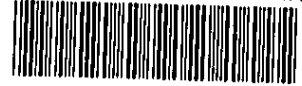
*Pm*

*PH.*  
~~*Jan G...*~~  
*PHILIP*  
*WATSON*

- 10 -

**AG507236V**

15/05/2009 \$99.90 173




### MORTGAGEE'S CONSENT

**WALLIS WATSON LANG LANG PTY LTD** as Mortgagee of registered Mortgage No. AB901301H consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

**EXECUTED by WALLIS WATSON LANG  
LANG PTY LTD** in accordance with the  
Corporations Act:

  
James Laurence Watson  
Director

  
Ian David Wallis  
Director

# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS800520N</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>25/11/2021 14:19</b>

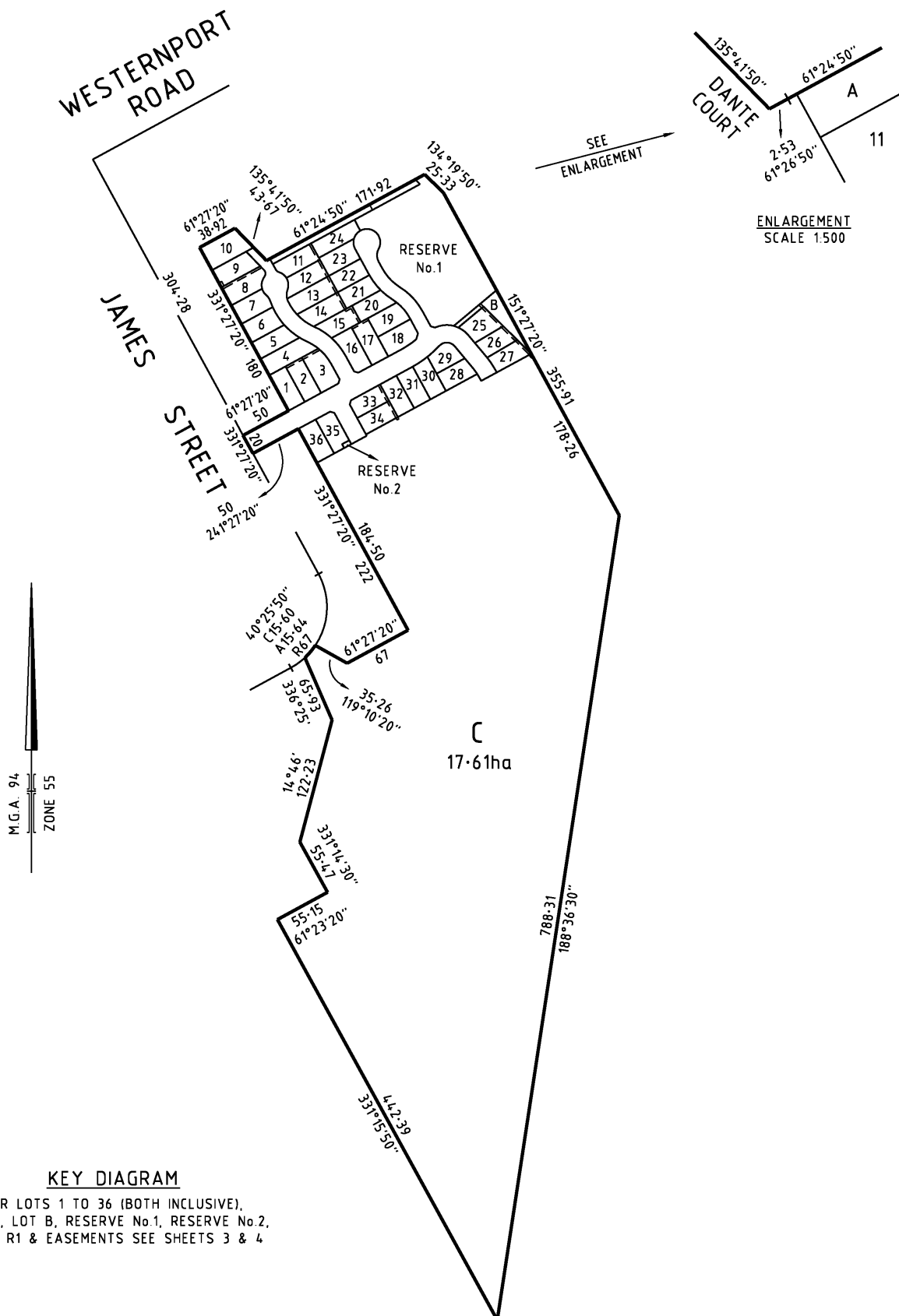
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The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF SUBDIVISION</b>			<b>EDITION 1</b>	<b>PS800520N</b>
<b>LOCATION OF LAND</b>  <b>PARISH:</b> <b>LANG LANG</b> <b>TOWNSHIP:</b> — <b>SECTION:</b> — <b>CROWN ALLOTMENT:</b> <b>13(Pt) AND 13A(Pt)</b> <b>CROWN PORTION:</b> — <b>TITLE REFERENCE:</b> <b>VOL. 11152 FOL. 595</b>  <b>LAST PLAN REFERENCE:</b> <b>LOT 1 ON PS612399C</b> <b>POSTAL ADDRESS:</b> <b>52 JAMES STREET</b> (at time of subdivision) <b>LANG LANG 3984</b>  <b>MGA CO-ORDINATES:</b> E: 375 196                    ZONE: 55 (of approx centre of land    N: 5 763 562                GDA 94 in plan)			Council Name: Cardinia Shire Council  Council Reference Number: S16/195 Planning Permit Reference: T120247-2 SPEAR Reference Number: S090724E  Certification  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 13/04/2017  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied has been made and the requirement has been satisfied for: Stage 1 at Statement of Compliance (Document updated 07/02/2018)  Digitally signed by: Sonia Higgins for Cardinia Shire Council on 12/12/2017  Statement Of Compliance issued: 07/02/2018	
<b>VESTING OF ROADS AND/OR RESERVES</b>			<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON		<b>FOR RESTRICTIONS AFFECTING THE LOTS ON THIS PLAN SEE THE CREATION OF RESTRICTION ON SHEETS 5 &amp; 6.</b>  <b>OTHER PURPOSE OF PLAN:</b> 1. REMOVAL OF DRAINAGE & SEWERAGE EASEMENT CREATED IN LP206554 AND SHOWN AS E-1 ON PS612399C 2. REMOVAL OF SEWERAGE EASEMENT CREATED IN PS612399C AND SHOWN AS E-1 ON PS612399C  <b>GROUND FOR REMOVAL:</b> CARDINIA SHIRE COUNCIL PLANNING PERMIT No. T120247	
ROAD R1 RESERVE No.1 RESERVE No.2	CARDINIA SHIRE COUNCIL CARDINIA SHIRE COUNCIL AUSNET ELECTRICITY SERVICES PTY. LTD.			
<b>NOTATIONS</b>				
<b>DEPTH LIMITATION: DOES NOT APPLY</b>				
<b>SURVEY:</b> This plan is based on survey.  <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. T120247  This survey has been connected to permanent marks No(s). 8, 13, 16  In Proclaimed Survey Area No. 112				
<b>EASEMENT INFORMATION</b>				
LEGEND:    A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 & E-2  E-2 & E-3	DRAINAGE  CREATION & MAINTENANCE OF WETLAND, FLOODWAY & DRAINAGE AS SPECIFIED & SETOUT IN MCP No. AA1107	SEE PLAN  SEE PLAN	THIS PLAN  THIS PLAN	CARDINIA SHIRE COUNCIL  MELBOURNE WATER CORPORATION
 <b>Beveridge Williams</b> development & environment consultants  Leongatha ph : 03 5662 2630  www.beveridgewilliams.com.au		SURVEYORS FILE REF:    4440 4440PS V02.dwg  Digitally signed by: Peter Toole (Beveridge Williams & Co Pty Ltd - Leongatha), Surveyor's Plan Version (4), 09/11/2017, SPEAR Ref: S090724E		ORIGINAL SHEET SIZE: A3                    SHEET 1 OF 6  PLAN REGISTERED TIME: 9:50    DATE: 19/2/18 Randall McDonald Assistant Registrar of Titles

PS800520N



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 development & environment consultants

Leongatha ph : 03 5662 2630

[www.beveridgewilliams.com.au](http://www.beveridgewilliams.com.au)

SURVEYORS REF  
 4440

SCALE  
 1 : 4000

40 0 40 80 120 160  
 LENGTHS ARE IN METRES

ORIGINAL SHEET  
 SIZE: A3

SHEET 2

Digitally signed by: Peter Toole (Beveridge Williams & Co  
 Pty Ltd - Leongatha),  
 Surveyor's Plan Version (4),  
 09/11/2017, SPEAR Ref: S090724E

Digitally signed by:  
 Cardinia Shire Council,  
 12/12/2017,  
 SPEAR Ref: S090724E

PS800520N

DANTE CRT

12

13

ENLARGEMENT  
SCALE 1:400

RESERVE No.1

ADDERLEY PLACE

SEE SHEET 4

SEE SHEET 4

SEE SHEET 2

BOULEVARD

PAPLEY AVE

RESERVE No.2

ENLARGEMENT  
SCALE 1:400

SEE ENLARGEMENT

JAMES STREET

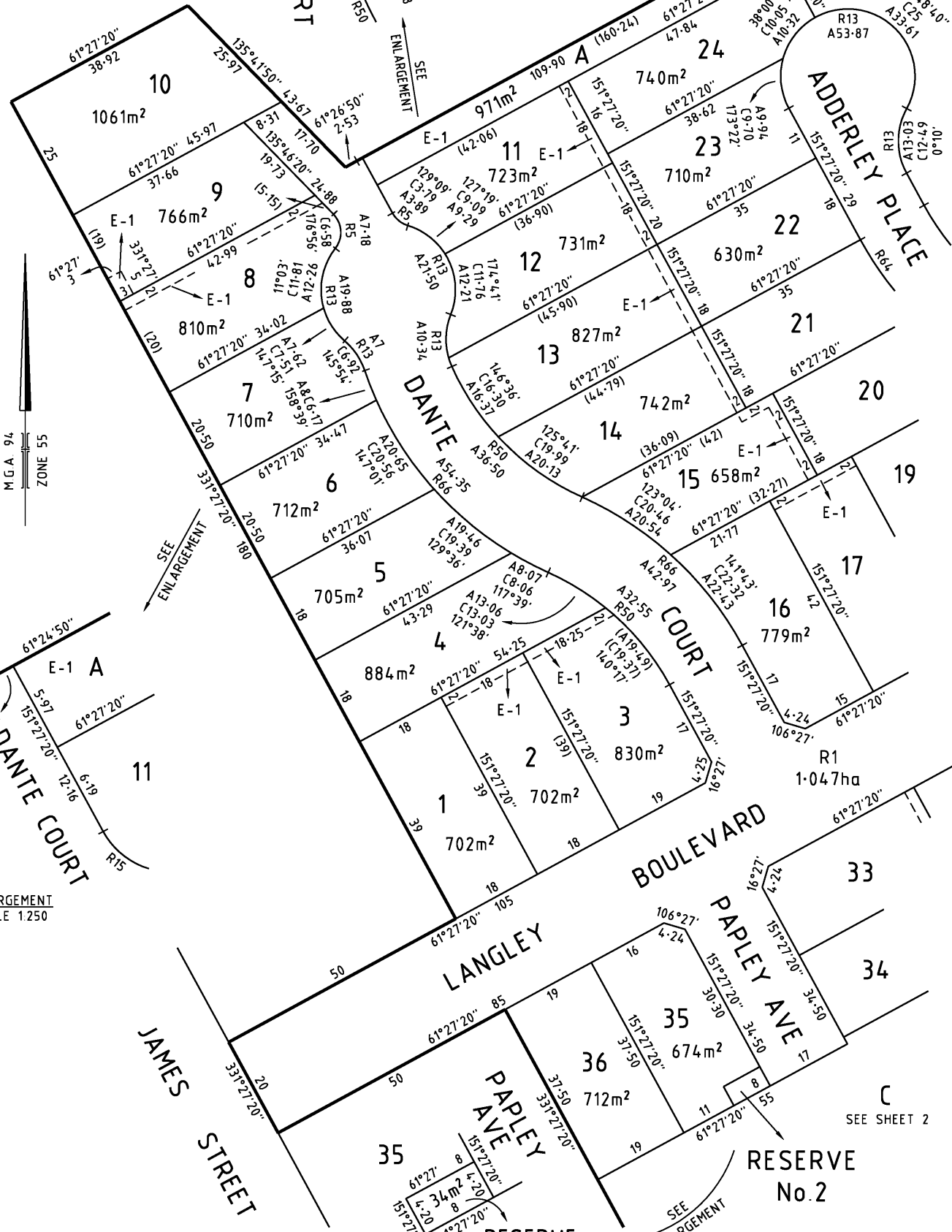
LANGLEY

PAPLEY

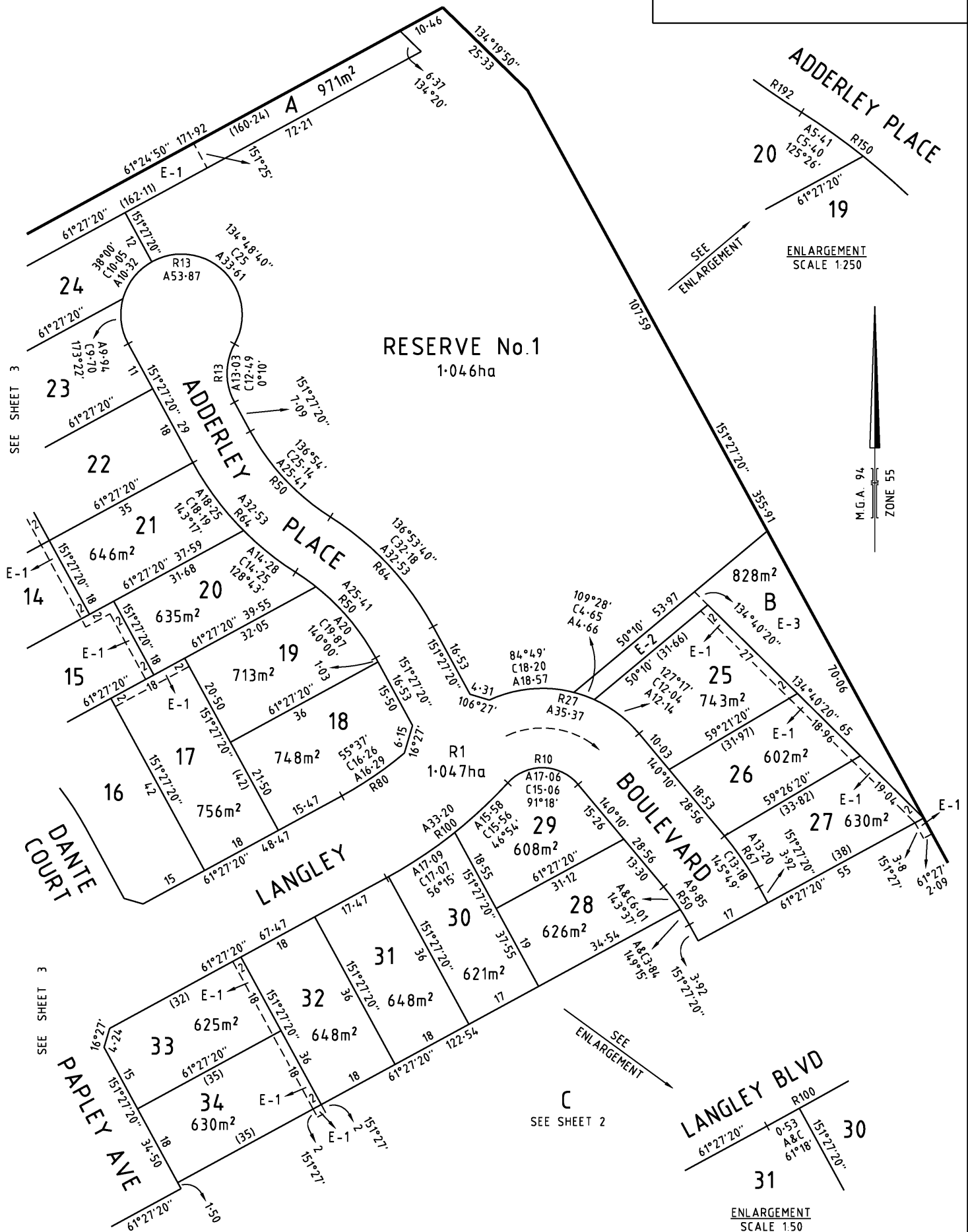
RESERVE No.2

ENLARGEMENT  
SCALE 1:250

MGA 94  
ZONE 55



PS800520N



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Leongatha ph : 03 5662 2630

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SURVEYORS REF  
4440

SCALE  
1 : 750

7.50 0 7.50 15 22.50 30  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 4

Digitally signed by: Peter Toole (Beveridge Williams & Co  
Pty Ltd - Leongatha),  
Surveyor's Plan Version (4),  
09/11/2017, SPEAR Ref: S090724E

Digitally signed by:  
Cardinia Shire Council,  
12/12/2017,  
SPEAR Ref: S090724E

PS800520N

**CREATION OF RESTRICTION**

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED.

LAND TO BENEFIT : LOTS ON THIS PLAN.

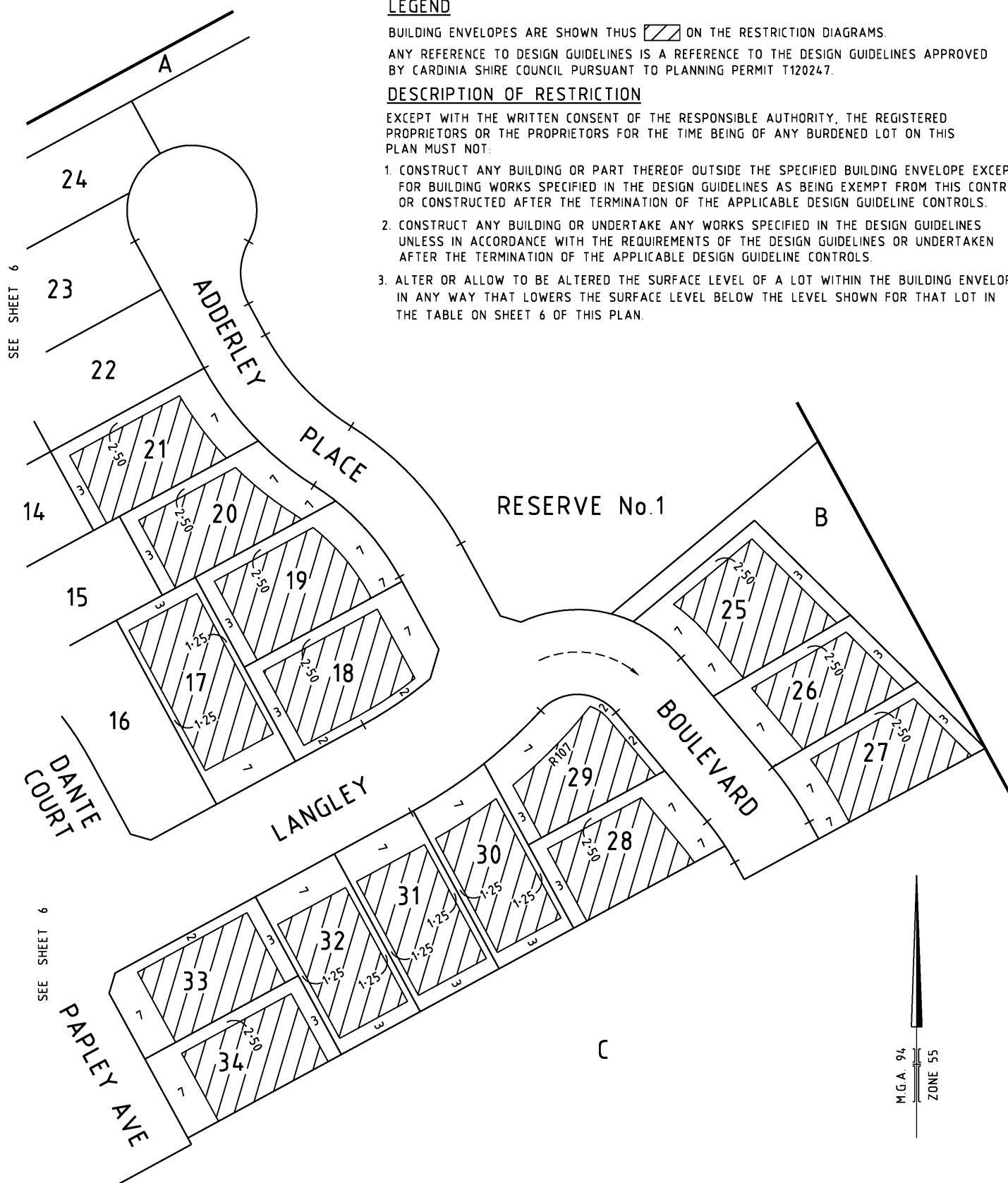
LAND TO BE BURDENED : LOTS 1 TO 36 (BOTH INCLUSIVE) ON THIS PLAN.  
(EACH LOT BEING A "BURDENED LOT").**LEGEND**BUILDING ENVELOPES ARE SHOWN THUS  ON THE RESTRICTION DIAGRAMS.

ANY REFERENCE TO DESIGN GUIDELINES IS A REFERENCE TO THE DESIGN GUIDELINES APPROVED BY CARDINIA SHIRE COUNCIL PURSUANT TO PLANNING PERMIT T120247.

**DESCRIPTION OF RESTRICTION**

EXCEPT WITH THE WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY, THE REGISTERED PROPRIETORS OR THE PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN MUST NOT:

1. CONSTRUCT ANY BUILDING OR PART THEREOF OUTSIDE THE SPECIFIED BUILDING ENVELOPE EXCEPT FOR BUILDING WORKS SPECIFIED IN THE DESIGN GUIDELINES AS BEING EXEMPT FROM THIS CONTROL OR CONSTRUCTED AFTER THE TERMINATION OF THE APPLICABLE DESIGN GUIDELINE CONTROLS.
2. CONSTRUCT ANY BUILDING OR UNDERTAKE ANY WORKS SPECIFIED IN THE DESIGN GUIDELINES UNLESS IN ACCORDANCE WITH THE REQUIREMENTS OF THE DESIGN GUIDELINES OR UNDERTAKEN AFTER THE TERMINATION OF THE APPLICABLE DESIGN GUIDELINE CONTROLS.
3. ALTER OR ALLOW TO BE ALTERED THE SURFACE LEVEL OF A LOT WITHIN THE BUILDING ENVELOPE IN ANY WAY THAT LOWERS THE SURFACE LEVEL BELOW THE LEVEL SHOWN FOR THAT LOT IN THE TABLE ON SHEET 6 OF THIS PLAN.



**Beveridge Williams**  
development & environment consultants

Leongatha ph : 03 5662 2630

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SURVEYORS REF  
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SCALE  
1 : 750

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LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 5

Digitally signed by: Peter Toole (Beveridge Williams & Co  
Pty Ltd - Leongatha),  
Surveyor's Plan Version (4),  
09/11/2017, SPEAR Ref: S090724E

Digitally signed by:  
Cardinia Shire Council,  
12/12/2017,  
SPEAR Ref: S090724E

PS800520N



MINIMUM SURFACE LEVEL  
WITHIN BUILDING ENVELOPES

LOT	MINIMUM LEVEL	LOT	MINIMUM LEVEL
1	13.19	19	13.18
2	13.19	20	13.17
3	13.19	21	13.16
4	13.17	22	13.15
5	13.16	23	13.14
6	13.15	24	13.13
7	13.14	25	13.23
8	13.13	26	13.25
9	13.12	27	13.27
10	13.11	28	13.27
11	13.13	29	13.25
12	13.14	30	13.27
13	13.15	31	13.27
14	13.16	32	13.27
15	13.17	33	13.25
16	13.19	34	13.27
17	13.19	35	13.27
18	13.19	36	13.27

LEVELS ARE TO THE AUSTRALIAN  
HEIGHT DATUM (AHD)



SEE SHEET 5

SEE SHEET 5



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Leongatha ph : 03 5662 2630

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SURVEYORS REF  
4440

SCALE  
1 : 750

7.50 0 7.50 15 22.50 30  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 6

Digitally signed by: Peter Toole (Beveridge Williams & Co  
Pty Ltd - Leongatha),  
Surveyor's Plan Version (4),  
09/11/2017, SPEAR Ref: S090724E

Digitally signed by:  
Cardinia Shire Council,  
12/12/2017,  
SPEAR Ref: S090724E



Building Surveyors & Consultants

Suite 3, 55-57 Wangara Road  
Cheltenham Victoria 3192  
T: 8770 9900 F: 8786 3866  
www.buildingstrategies.com.au

## FORM 16

Regulation 192

**Building Act 1993**  
**Building Regulations 2018**  
**OCCUPANCY PERMIT**

**Property Details:** Number: 10 Street: Langley Boulevard Suburb: **LANG LANG**  
Lot: 32 LP/PS: PS800520N Vol: 11957 Fol: 557  
Municipality: Cardinia Shire Council

**Building Permit details:**  
Building Permit number: 20180821/0  
Version of BCA applicable to building permit - 2016

### Building details

Part of Building	Permitted use	BCA Classification
Dwelling	Domestic	1ai
Garage	Domestic	10a

**Nature of Building Work:** Construction of a single storey dwelling and garage  
Bushfire Attack Level - BAL 12.5

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

Reporting Authority	Matter reported on or consented to	Regulation number
Council	Point of discharge of storm water	Reg 610(2)

### Conditions to which this permit is subject:

1. The owner(s) of the building(s) is responsible for the maintenance of the buildings foundations. Attention is drawn to the CSIRO Building Technology File 18 named 'Foundation maintenance and Footing Performance: A home Owners Guide'.
2. The owner(s) of the building(s) is responsible for maintaining the buildings construction requirement and vegetation to satisfy the Bushfire Attack Level (BAL) of the building permit in accordance with AS3959-2009 - 'Construction of buildings in bushfire areas' and in a state which enables them to fulfill their purpose.
3. The owner(s) of the building(s) is responsible for maintaining the buildings termite barrier(s) in accordance with AS3660.1-2000. (if applicable)
4. The owner(s) of the building(s) is responsible for maintaining the buildings smoke detectors in a state which will enable them to fulfill their purpose.
5. This Occupancy Permit is issued subject to the power, gas and water supplies being connected (as applicable).
6. All landscaping to ensure the slab's vapour barrier is maintained at the external side of the edge beams. The vapour barrier must extend above the height of any adjacent ground level
7. All landscaping must maintain a clearance below the building's damp proof course (i.e. base of weep holes) of 150mm above the adjacent finished ground level; 75mm above the finished paved, concreted or landscape areas that slope away from the building; or 50mm above finished paved, concrete or landscaped areas that that slope away from the wall and protected from the direct effect of weather by a carport, verandah or the like



Building Surveyors & Consultants

## BUILDING PERMIT

Permit Number: BS-U1441 20180821/0

Form 2

Building Act 1993

Building Interim Regulations 2017:- Reg 313

Issued To: Beachwood Homes P/L  
PO Box 8528  
CARRUM DOWNS 3201

Property Details: **10 Langley Boulevard LANG LANG**  
Lot: 32 LP/PS: PS800520N Vol: 11957 Fol: 557

Municipality: Cardinia Shire Council

Builder: Beachwood Homes P/L  
PO Box 8528  
CARRUM DOWNS VIC 3201

Business: 9770 8806  
Fax: 03 9770 8807

Ownership: Adam Gary McCoy-Smith & Kaila Jade Garratt  
26 Lexington Crescent OFFICER VIC 3809

Practitioners:	Practitioner	Reg Number	Function & Engagement
	Matthew Mepstead	DBU26615	Builder
	Prasad Shukla	EC44844	Civil Engineer

Nature of Building Work: Construction of a single storey dwelling and garage  
Bushfire Attack Level - BAL 12.5

Building Classification:	BCA Class	Nature of Works	Part of Building
	1ai	New Building	Dwelling
	10a	New Building	Garage

Stages of work permitted: Project Estimated Value: \$226,980

Dwelling Details: Existing Dwellings :0 To be Constructed: 1 To be Demolished: 0  
Total New floor Area: 209m2

Issuer of Insurance Policy: Bovill Risk & Insurance Consultants Pty Ltd Policy Number: C353872

Reporting Authorities	Matter Reported On	Regulation
Council	Point of discharge of storm water	Reg 610(2)

Mandatory Inspections:

- Pre Slab - waffle slab / on ground
- Concrete Slab Reinforcement
- Framework
- Final completion of works

**FOR BUILDING INSPECTIONS PHONE 8770 9900 PRIOR TO 4:00 PM WEEKDAYS FOR THE FOLLOWING WEEKDAY INSPECTION**

### OCCUPATION OR USE OF BUILDING

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

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

Building Work is to commence by: 09/04/2019 and is to be completed by: 09/04/2020



Building Surveyors & Consultants

## BUILDING PERMIT

Permit Number: BS-U1441 20180821/0

Form 2

Building Act 1993

Building Interim Regulations 2017:- Reg 313

### PERMIT CONDITIONS

This permit is subject to the following conditions:

- This building permit is not evidence that the design complies with any restrictive covenant or other encumbrance burdening the subject land. It is the owner(s) responsibility to ensure compliance with any encumbrance. The owner may be subject to enforcement proceedings by a Council or legal proceedings from other beneficiaries if they do not comply with any relevant encumbrance.
- The person in charge of carrying out of the building work must ensure the building work does not encroach over the title boundaries of the subject allotment.
- The person in charge of carrying out of the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage.
- The person in charge of carrying out of the building work must ensure the registration numbers and contact details of the builder and building surveyor and the building permit number and the date of issue are displayed on the allotment in a conspicuous position prior to the commencement of building work and for the duration of the building work.
- The person in charge of carrying out of the building work must ensure that a copy of the building permit and one set of the approved plans, specifications and documents relating to that permit are available for inspection of the allotment concerned while the building work is in progress.
- If a planning permit has been issued for the subject building work, all relevant planning permit conditions must be complied with.
- Building work as detailed on the endorsed building permit plans and associated documentation must not be altered in any way without prior approval from the relevant building surveyor.
- All building work shall be carried out in accordance with the Building Act 1993 and Building Interim Regulations 2017.
- It is the Owners responsibility, or Agent of Owner, to ensure compliance with any Local Council By-Laws and or regulations.
- **Where a specific finished floor level (FFL) is required by a statutory authority or title encumbrance then it is the responsibility of the builder to ensure compliance prior to construction of (eg. Prior to pouring concrete). A licenced land surveyor should be engaged to verify specific finish floor levels.**
- Where plumbing work which requires the issue of a compliance certificate is carried out in conjunction with the building work included in the permit, a copy of that certificate must be supplied to the relevant building surveyor prior to the issue of any Occupancy Permit or Certificate of Final Inspection. Rainwater tanks and solar hot water systems where required must be installed in accordance with the Plumbing Regulations including a 50m<sup>2</sup> catchment area for tanks.
- It is the responsibility of the owner and builder to ensure that where trees are removed from within the zone of influence, the ground is moisturised prior to any building works commencing or the tree roots are to be isolated from the proposed building works.
- The owner and builder must consult with the relevant sewerage authority and local council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of these authorities.
- It is the responsibility of the owner and builder of this project to ensure that all buildings or part thereof are constructed within any legal allotment title boundaries. (If doubt exists verification from a licensed land surveyor is recommended prior to commencement of any building works.)
- Any variation to the approved building permit documentation must be submitted to this office for approval prior to the construction of the variation being carried out.
- All practicable precaution shall be taken to avoid any damage to adjoining allotments or hazardous/dangerous conditions to the general public
- During construction temporary downpipes or channelling of the ground to avoid water damage to the adjoining allotments shall be undertaken when necessary.
- No building or building works to be erected or carried out or equipment is to be used on, over, under, or the air space of any adjoining allotment or property without the consent of the Relevant Building Surveyor pursuant to Regulations 602 & 604.
- Builder to verify that the dwelling has been constructed in accordance with 6 star energy provisions and/or part 3.12 of the NCC (as applicable)



Building Surveyors & Consultants

## BUILDING PERMIT

Permit Number: BS-U1441 20180821/0

Form 2

Building Act 1993

Building Interim Regulations 2017:- Reg 313

### PERMIT CONDITIONS Cont....

- Truss computations and layouts to be submitted for approval prior to the frame inspection.
- The building(s) are to be protected from Termites in accordance with AS3660.1 2000. If there is any doubt regarding methods required to achieve compliance the relevant building surveyor must be consulted. It is the owners responsibility to carry out regular inspections of the building for evidence of termite activity.
- The building(s) are to be protected against bush fire in accordance with AS 3959 -2009. It should be noted that the determined level was applicable at the time of permit issue. It is recommended that the site be maintained and additional bushfire construction provisions be applied in the future owing to the changing conditions in the immediate and surrounding area. It should also be borne in mind that bushfire measures cannot guarantee that a building will survive a bushfire event on every occasion. This is substantially due to the unpredictable nature and behaviour of fire and extreme weather conditions. **This property must be constructed in accordance with the BAL 12.5 provisions of AS3959.**

### RELEVANT BUILDING SURVEYOR

A handwritten signature in black ink, appearing to read "Jason Daniels".

Signed:  
JASON DANIELS  
Advance Building Strategies  
3/55-57 Wangara Road  
Cheltenham Vic 3192  
T: 8770 9900

Registration Number: BS-U 1441  
Date Permit Issued: 09/04/2018  
Permit Number: 20180821/0

### Period of Cover

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

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

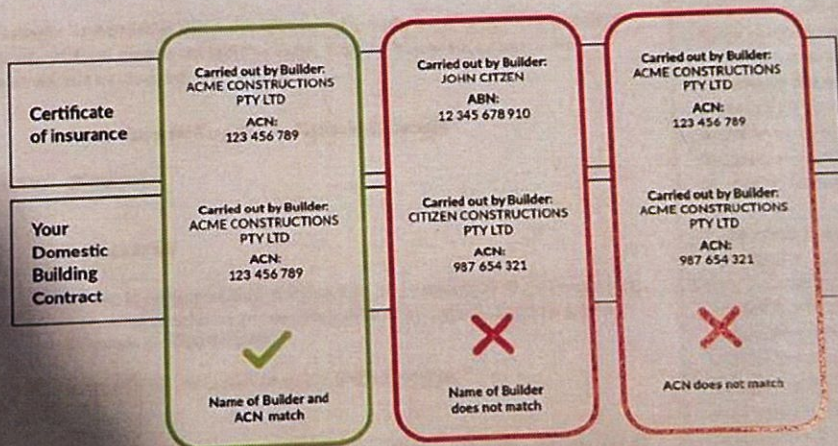
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Managed Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,195.00
GST:	\$119.50
Stamp Duty:	\$131.45
<b>Total:</b>	<b>\$1,445.95</b>

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424  
*Below are some example of what to look for*



Issued by Victorian Managed Insurance Authority

Date Generated: 04/04/2018

OFFICE USE ONLY: COI-0717-1

Page 2 of 2

Victorian Managed Insurance Authority

ABN 39 682 497 841

PO Box 18409, Collins Street East Victoria 8003

P: 1300 363 424



## Domestic Building Insurance

## Certificate of Insurance

Adam Gary McCoy-Smith, Kaila Jade Garratt  
26 Lexington Cres  
OFFICER  
VIC 3809

Policy Number:  
**C353872**

Policy Inception Date:  
**04/04/2018**

Builder Account Number:  
**003732**

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

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**  
At the property: **10 Langley Bvd LANG LANG VIC 3984 Australia**  
Carried out by the builder: **BEACHWOOD HOMES PTY LTD**  
Builder ACN: **075832530**

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

For the building owner(s): **Adam Gary McCoy-Smith, Kaila Jade Garratt**

Pursuant to a domestic building contract dated: **20/08/2017**

For the contract price of: **\$ 226,980.00**

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

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

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

### PLEASE CHECK

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

### IMPORTANT

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

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

Issued by Victorian Managed Insurance Authority

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OFFICE USE ONLY: COI-0717-1  
Page 1 of 2

Victorian Managed Insurance Authority  
ABN 39 682 497 841  
PO Box 18409, Collins Street East Victoria 8003  
P: 1300 363 424





KAILA JADE GARRATT & ADAM GARY MCCOY-SM  
10 LANGLEY BVD  
LANG LANG VIC 3984

**Payments (Visa/MasterCard) & account balances:**  
southseawater.com.au or call 1300 659 658  
**Account enquiries:**  
southseawater.com.au/enquiries or call 131 851  
Mon-Fri 8am to 6pm  
**Faults and emergencies (24/7):**  
live.southseawater.com.au or call 132 812  
**Interpreter service:**  
For all languages 9209 0130  
TTY users 133 677 (ask for 131 851)

## Your account breakdown

Last bill	\$467.05
Payments received	— \$467.05cr
Balance	\$0.00

## Your snapshot

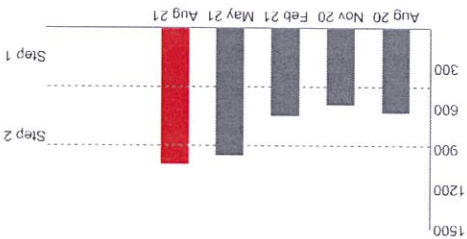
Current charges	+\$476.75
Total due	\$476.75

Issue date 25 August 2021  
Property 10 Langley Boulevard  
LANG LANG VIC 3984  
Property reference 53L/14162/00013

**Last bill**  
**Payment received** \$467.05  
**Balance brought forward** \$0.00  
**Our charges (no GST)** \$450.39  
**Other authorities' charges (no GST)** \$26.39  
**Total due** \$476.75

**Important note:**  
We're keeping our bills stable in 2021-22. Full details on prices and charges at [southseawater.com.au/residentialprices](https://southseawater.com.au/residentialprices)

Average litres per day



Previous bills

Number of people in a household	Average daily use (litres per person)	Target 155?
1	1023	x
2	512	x
3	341	x
4	256	x
5	205	x

## Payment options

**Directdebit**  
Set up payments at [mysouthseawater.com.au](https://mysouthseawater.com.au)



**BPAY® (Up to \$20,000)**  
Bill code: 24208 Ref: 1003 0989 9100 002



**Credit Card**  
Pay by Visa or MasterCard at [southseawater.com.au](https://southseawater.com.au)  
or call 1300 659 658.



Property ref: 53L/14162/00013  
LANG LANG VIC 3984  
LANG LANG VIC 3984  
Property ref: 53L/14162/00013  
LANG LANG VIC 3984  
LANG LANG VIC 3984



PN53L



**EFT (Electronic Funds Transfer)**  
BSB: 033-874  
Account number: 30989915  
Account name: South East Water Corporation

**Postbillpay**  
Ref: 1003 0989 9100 002  
Call 131 816  
Visit: [postbillpay.com.au](https://postbillpay.com.au)  
Or visit an Australia Post store.

**Centrepay**  
Arrange regular deductions from your Centrelink payments  
Visit: [humanservices.gov.au/centrepay](https://humanservices.gov.au/centrepay) CRN: 555 050 397J

**Total due:** \$476.75  
**Account number:** 30989915  
**Date paid:**  
**Receipt number:**



+00000030989915> +009124+ <000000000000> <000000000000> <0000047675> +444+

Our charges			
Meter reading details			
Date read: 20/08/2021	Meter Number	current	SAFN128552
	previous	read	615
	consumption	read	526
	Estimate or	(kl)	89
Approximate date for next meter reading is 19 November 2021.			
One kilolitre (kl) equals 1,000 litres.			
Water usage For period 25/05/21 to 30/06/21* (37 days)			
Step 1 16.28 kl @ \$2.6301 per kl =			
Step 2 21.57 kl @ \$3.3557 per kl =			
Sewage disposal			
28.39 kl @ 97.07c per kl =			
Water usage For period 01/07/21 to 20/08/21* (50 days)			
Step 1 22 kl @ \$2.6888 per kl =			
Step 2 29.15 kl @ \$3.4307 per kl =			
Sewage disposal			
38.36 kl @ 88.855c per kl =			
Total usage charges			
Steps are calculated on a daily average up to 440 litres			
* Your metered water volume has been divided on a pro rata basis between days in the billing periods shown above.			
Service charges			
For period 01/07/21 to 30/09/21			
Water service charge			
\$23.28			
Sewerage service charge			
\$91.12			
Total service charges			
\$114.40			
Our charges			
\$450.39			
Other authorities' charges			
Waterways and Drainage charge 01/07/21 to 30/09/21			
\$26.39			
Total other authorities			
\$26.39			
Total current charges			
\$476.75			

**If you need support with your bill, we're here to help.**

Visit [southeastwater.online/here-to-help](http://southeastwater.online/here-to-help)

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.87 million Melbourneans. For more details about our charges, see [southeastwater.com.au/residential-prices](http://southeastwater.com.au/residential-prices)

**Other authorities' charges**

**Waterways and drainage charge**

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see [melbournewater.com.au](http://melbournewater.com.au). The charge is for 01/07/21 to 30/09/21.

**Additional information**

**Payment assistance**

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at [southeastwater.com.au/paymentsupport](http://southeastwater.com.au/paymentsupport)

**Are you eligible for a bill discount?**

If you hold a Centrelink Pensioner Concession or Health Care card or a Department of Veterans' Affairs Pensioner concession or Gold card (except those marked dependant) you could be eligible for a bill discount. Register your card at [mysoutheastwater.com.au](http://mysoutheastwater.com.au). Note: Commonwealth Seniors Health or Victorian Seniors cards are not eligible.



18 Main Street  
PAKENHAM VIC 3810  
Phone (03) 5941 4355  
Fax: (03) 5941 4400  
permits@alliedbuilding.com.au  
www.alliedbuilding.com.au

**DOMESTIC  
SECTION 137B OF THE BUILDING ACT 1993  
(OWNER BUILDER CONSTRUCTION)**

Date: 26 November 2021

Kaila Garratt  
10 Langley Boulevard  
LANG LANG 3984

As per your request for this office to carry out a report on the works executed as an owner/builder as required by Section 137B of the Building Act 1993. Therefore, I inspected the works constructed and advise the following:

This inspection report (as requested) is clarification of items visually apparent during inspection and as such, is not a complete structural analysis of building works. Following is a visual inspection report for the workmanship, which may include regulatory and maintenance items to be undertaken, on the building works constructed.

A building permit for the works was not sighted during the inspection. It cannot be confirmed that all mandatory inspections for the construction have been carried out as a copy of the occupancy permit or certificate of final inspection was not provided. Stamped plans for the construction were not produced.

This inspection report is written without prejudice and is not a complete structural report of any building works undertaken without a building permit (Structures design and performance determined by building construction methodology). Contact with the Municipal Building Surveyor or structural engineer should be made if you have any doubt, regarding the building's structural integrity. This report is not to be altered, reproduced (unless in full) or provided in any other form to any other person or party without approval of the author.

## **Inspection Report**

*Date of Inspection:* Friday, 26 November 2021  
*Date of Report:* Friday, 26 November 2021  
*Time of Inspection:* 8.00 am  
*Weather Conditions:* Cloudy  
*Property Details:* 10 Langley Boulevard Lang Lang

*Owner/Agent of Owner* Kaila Garratt  
10 Langley Boulevard  
LANG LANG 3984

*Descriptive Summary:* Verandah to an existing dwelling.

<i>Construction:</i>	<i>Estimated Age of Work:</i>	Under 6 years
	<i>Frame:</i>	Timber
	<i>Floors</i>	Timber
	<i>External Cladding:</i>	Posts
	<i>Internal Linings:</i>	N/A
	<i>Windows:</i>	None
	<i>Roof:</i>	Steel & Polycarbonate
	<i>No. of Storey's:</i>	One

## **Inspection Summary**

No previous building permits or plans have been forwarded or sighted as part of this inspection. It is not known if works have formally been finalised, but should be researched as part of the purchase process.

The following defects were found to be worthy of notation:

1. The house spouting has been utilised on one side of the verandah roof. The two roof claddings largely cover the house spouting limiting access for cleaning and maintenance.
2. The standard house spouting has been left for the extra roof area included without providing a box gutter or increasing the downpipe numbers or size.
3. The painting of the timber frame has been slightly over-brushed onto the underside of the roof cladding.
4. Painting of the roof battens was completed for the main exposed face of timber, but the sides of the battens are not all painted.
5. Timber beams and trims at the outside of the gable ends of the verandah have only been partially painted, not quite completed.
6. Painting of the timber support posts did not extend fully to the deck level, leaving an unpainted gap.

7. Staining applied to the decking timbers has been slightly over-brushed onto the brick work of the dwelling and base of timber posts.
8. One bracket has been provided to secure the new downpipe, and the ground drainage pipe is partly exposed which leaves it open to damage.

### **Inaccessible Areas**

1. Foundations could not be verified.
2. Footings could not be verified.
3. Gauge of steel or stress grade of timbers could not be verified.
4. Stormwater drainage system and discharge point cannot be confirmed.
5. The full extent of connecting the verandah beam to the dwelling could not be determined.
6. No access or viewing under the deck as it was just off the ground.

### **Incomplete Works**

1. Not all the painting has been completed.

### **Second Hand Materials**

1. No materials were noted as being second hand.

### **Conclusion**

The verandah was neat and tidy at time of inspection. The verandah was located to the rear of the house, favouring the eastern side, and was not in close proximity to the side boundary. Construction was nearly for the full width of the dwelling.

There was only one dwelling on the property, which was a standard size allotment in an established residential area. Similar residential properties and developments were provided along the street. The land was considered flat.

The verandah was a pitched roof which fell both to and away from the dwelling. The verandah roof was metal and polycarbonate sheeting but had three open sides so let light into the area. The frame was rigid when shaken, but assisted by being fixed to the dwelling. Timber framing was painted which was good for appearance as well as protecting the timber from the elements.

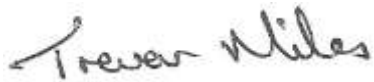
The timber decking boards were fixed with two screws per board at each supporting joist. This is done to prevent the timbers from 'cupping'. The deck was firm to walk on.

Only a few items were found to be noteworthy, and these were generally to do with finishing touches and do not interfere with the function of the structures. A practical and functional area has been created for outdoor entertaining and keeping the weather off the back access door.

**UNLESS OTHERWISE STATED:**

- \* No soil or other material has been excavated or removed;
- \* No plants or trees have been removed;
- \* No samples have been taken or tested;
- \* No fixtures, fittings, claddings or lining materials have been removed;
- \* Building services have not been tested and registered/authorised persons should be contacted for approval of these services;
- \* No items or chattels have been moved;
- \* No enquires of drainage, sewerage or water authorities have been made;
- \* No plans or specifications or other contract documents have been sighted for the purpose of inspecting the works and providing this written verbal report;
- \* No special investigations of insect attack (eg. borer, termite, etc) has been made and any reference to this has been made on a casual inspection.

This report consists of 4 pages and disclaimer and must be reproduced in full.

A handwritten signature in dark ink, reading "Trevor Miles". The signature is written in a cursive, slightly slanted style.

Trevor Miles  
BSU1078

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 25 November 2021 02:05 PM

## PROPERTY DETAILS

Address: **10 LANGLEY BOULEVARD LANG LANG 3984**  
Lot and Plan Number: **Lot 32 PS800520**  
Standard Parcel Identifier (SPI): **32\PS800520**  
Local Government Area (Council): **CARDINIA**  
Council Property Number: **5000024724**  
Planning Scheme: **Cardinia**  
Directory Reference: **Vicroads 718 C10**

[www.cardinia.vic.gov.au](http://www.cardinia.vic.gov.au)

[Planning Scheme - Cardinia](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **BASS**

## OTHER

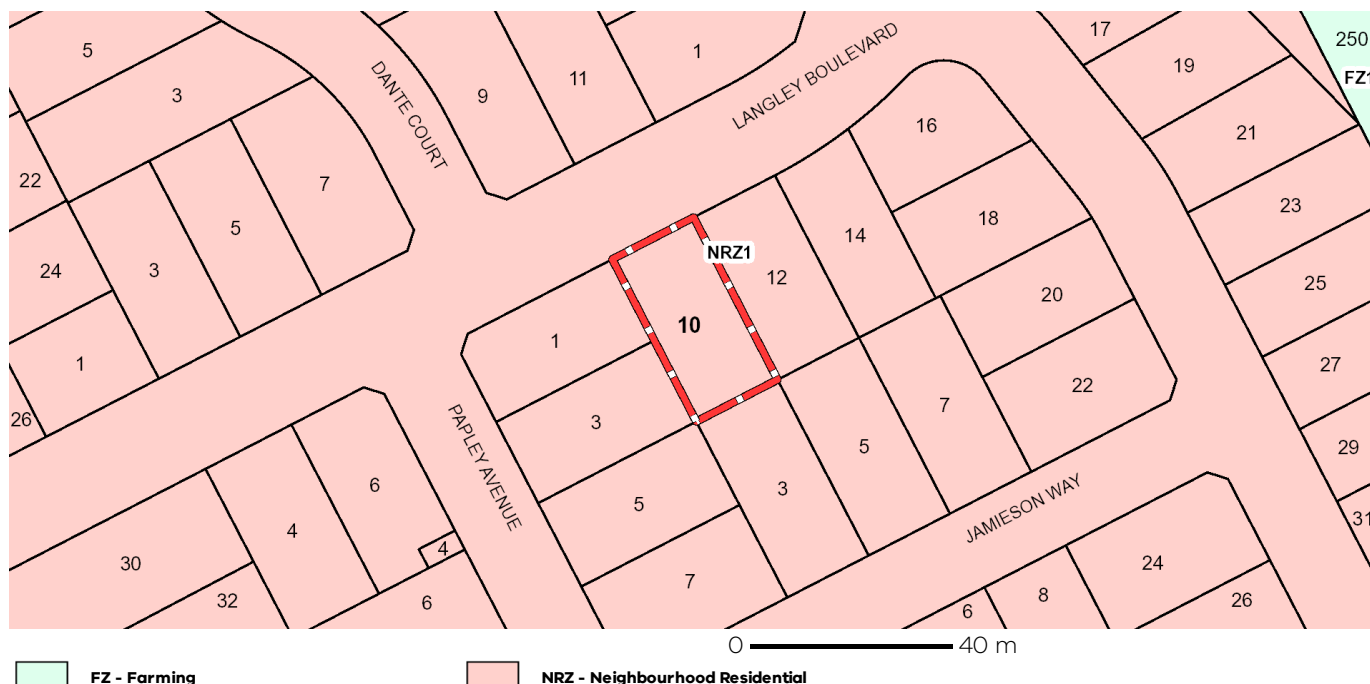
Registered Aboriginal Party: **Bunurong Land Council  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)



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

## Planning Overlays

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 17 \(DPO17\)](#)



**DPO - Development Plan**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)



**LSIO - Land Subject to Inundation**

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

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



## Further Planning Information

Planning scheme data last updated on 16 November 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**  
**No special bushfire construction requirements apply. Planning provisions may apply.**



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <https://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

## Native Vegetation

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

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

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