

DATED

2022

MELANIE RENEE THOMPSON AND CRAIG ANDREW VAUGHAN

VENDORS STATEMENT

Property: 3 Kingston Heath Drive, Drouin VIC 3818

Claire Miles Conveyancing Pty Ltd
Suite 2, 5 Cook Drive, Pakenham VIC 3810
PO Box 2022, Pakenham VIC 3810
Tel: (03) 5940 5802
Fax: (03) 5940 4389
info@clairemilesconveyancing.com.au

Ref: MW:22/4393

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	3 KINGSTON HEATH DRIVE, DROUIN VIC 3818
------	---

Vendor's name	Melanie Renee Thompson	Date	/ /
Vendor's signature	<div></div>		
Vendor's name	Craig Andrew Vaughan	Date	/ /
Vendor's signature	<div></div>		

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

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$4,000.00

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

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 as follows:

Building Permit 4206790435418 attached herein

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

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 2

VOLUME 12300 FOLIO 186

Security no : 124102513761B
Produced 08/12/2022 01:56 PM

LAND DESCRIPTION

Lot 101 on Plan of Subdivision 829824E.
PARENT TITLE Volume 12294 Folio 454
Created by instrument PS829824E 28/04/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MELANIE RENEE THOMPSON
CRAIG ANDREW VAUGHAN both of 23 BEXLEY BOULEVARD DROUIN VIC 3818
AU315239M 07/05/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW279420F 17/11/2022
WESTPAC BANKING CORPORATION

COVENANT AU315239M 07/05/2021
Expiry Date 31/12/2030

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
AT738543H 30/10/2020

AGREEMENT Section 173 Planning and Environment Act 1987
AT914101M 29/12/2020

AGREEMENT Section 173 Planning and Environment Act 1987
AU004415D 01/02/2021

DIAGRAM LOCATION

SEE PS829824E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AW279419P (E)	DISCHARGE OF MORTGAGE	Registered	17/11/2022
AW279420F (E)	MORTGAGE	Registered	17/11/2022

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

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

Street Address: 3 KINGSTON HEATH DRIVE DROUIN VIC 3818

ADMINISTRATIVE NOTICES

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

Page 2 of 2

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 17/11/2022

DOCUMENT END

Imaged Document Cover Sheet


The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS829824E
Number of Pages (excluding this cover sheet)	5
Document Assembled	08/12/2022 13:58

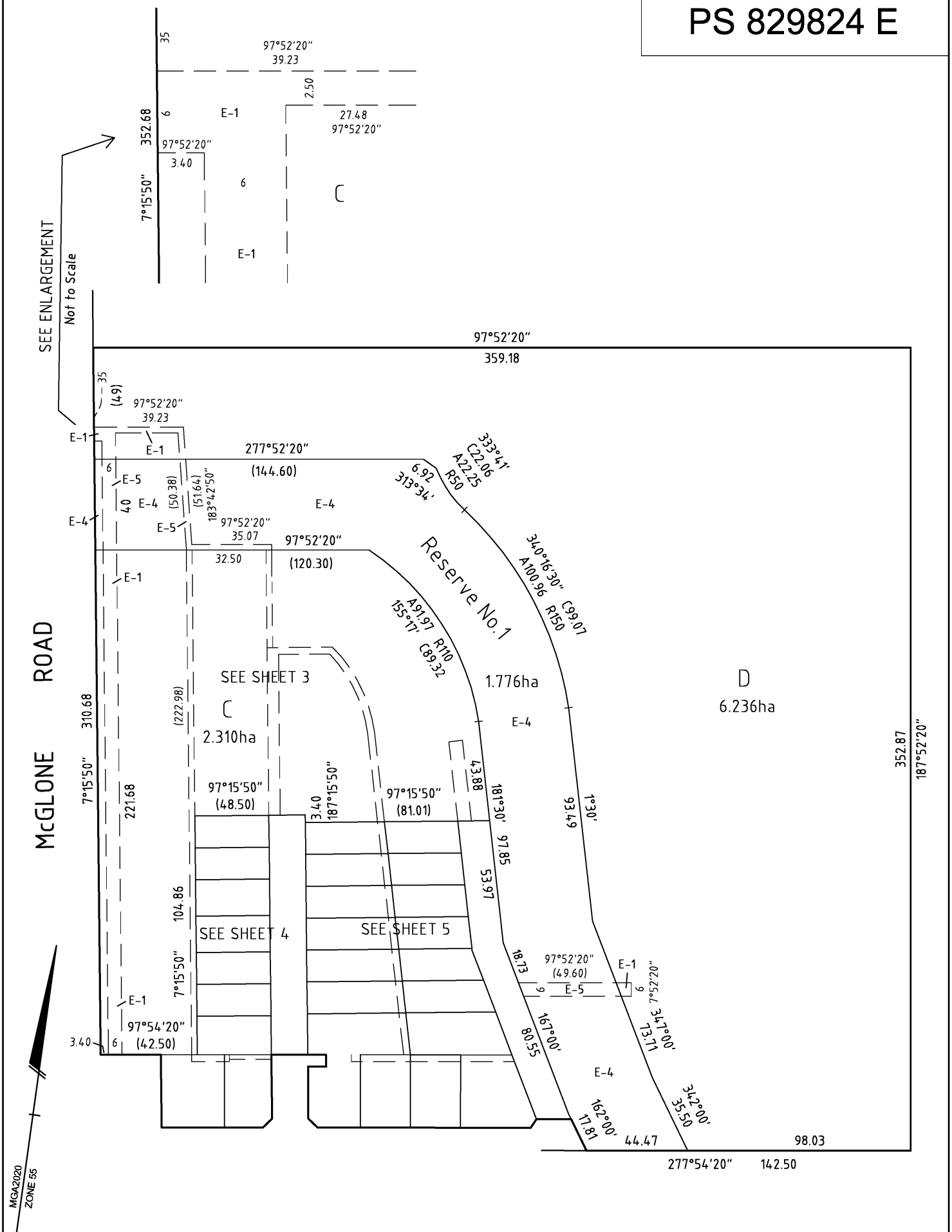
Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

<h1>PLAN OF SUBDIVISION</h1>		<h2>EDITION 1</h2>	<h1>PS 829824 E</h1>	
LOCATION OF LAND PARISH: Drouin West TOWNSHIP: SECTION: CROWN ALLOTMENT: 53 (PT) CROWN PORTION: TITLE REFERENCE: Vol. 12294 Fol. 454 LAST PLAN REFERENCE: Lot B PS 842192R POSTAL ADDRESS: 175 McGlone Road, Drouin 3818 (at time of subdivision) MGA CO-ORDINATES: E: 397 000 ZONE: 55 (of approx centre of land N: 5 782 500 GDA 2020 in plan)		Council Name: Baw Baw Shire Council Council Reference Number: PSB0116/19 Planning Permit Reference: PLA0382/16 SPEAR Reference Number: S150466J Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Marni Rotteveel for Baw Baw Shire Council on 04/02/2021 Statement of Compliance issued: 22/04/2021 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	Area of land in plan: 12.25ha Comprising of - 27 Lots: 1.563ha 2 Balance Lots: 8.546ha 2 Road Reserves: 3600m² 1 Council Reserve: 1.776ha Other Purpose of Plan 1. Removal of part of the Easement shown as E-3 on PS 842192R, being a Pipeline or Ancillary Purposes Easement in favour of Central Gippsland Region Water Corporation created in PS 842192R. 2. Removal of part of the Easement shown as E-3 on PS 842192R, being a Drainage Easement in favour of Baw Baw Shire Council created in PS 842192R. Grounds for Removal Schedule 5 Clause 14 of the Road Management Act 2004.		
Road R-1	Baw Baw Shire Council			
Road R-2	Baw Baw Shire Council			
Reserve No.1	Baw Baw Shire Council			
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. PLA0382/16 This survey has been connected to permanent marks No(s). 55, 160, 187, 188, 236, 237, 295 & 296 In Proclaimed Survey Area No. --				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-3 & E-5	Pipeline or Ancillary Purposes	See Plan	PS 842192R Sec 136 Water Act 1989	Central Gippsland Region Water Corporation
E-2 & E-3	Drainage	See Plan	PS 842192R	Baw Baw Shire Council
E-4 & E-5	Creation and maintenance of wetlands, floodway and drainage as specified and set-out in Memorandum of Common Provisions no. AA2741	See Plan	This Plan	Melbourne Water Corporation
NOBELIUS LAND SURVEYORS  P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 mail@nobelius.com.au		SURVEYORS FILE REF: 17601-S1 Digitally signed by: Benjamin Stephen Nobelius, Licensed Surveyor, Surveyor's Plan Version (F), 17/06/2020, SPEAR Ref: S150466J		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 5 PLAN REGISTERED TIME: 4:08 PM DATE: 28/04/2021 R.D'Rozario Assistant Registrar of Titles

PS 829824 E

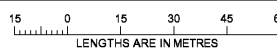


NOBELIUS LAND SURVEYORS



P.O BOX 461
PAKENHAM 3810
Ph 03 5941 4112
mail@nobelius.com.au

SCALE
1:1500

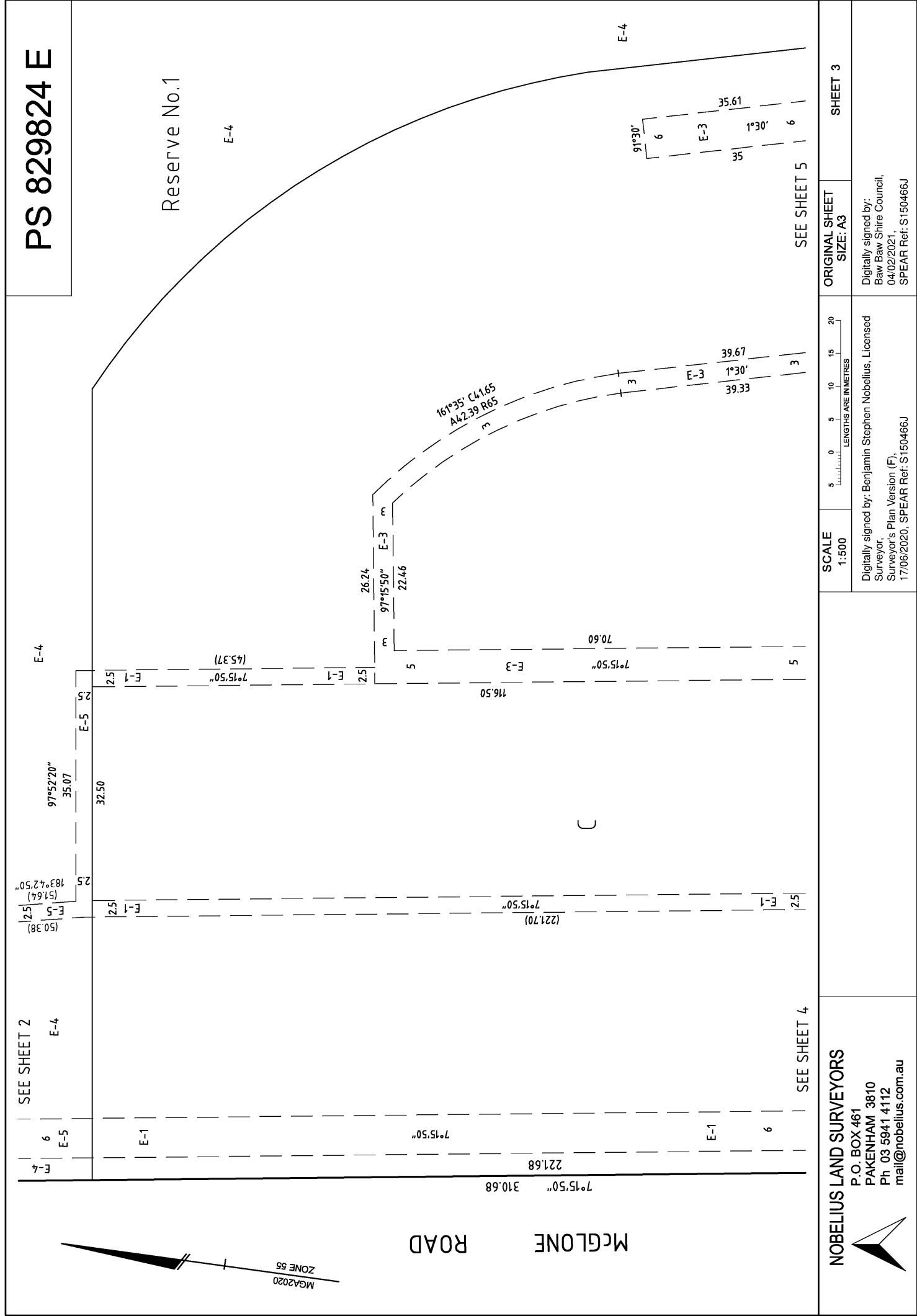


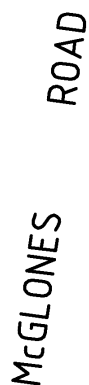
Digitally signed by: Benjamin Stephen Nobelius, Licensed
Surveyor,
Surveyor's Plan Version (F),
17/06/2020, SPEAR Ref: S150466J

ORIGINAL SHEET
SIZE: A3

SHEET 2

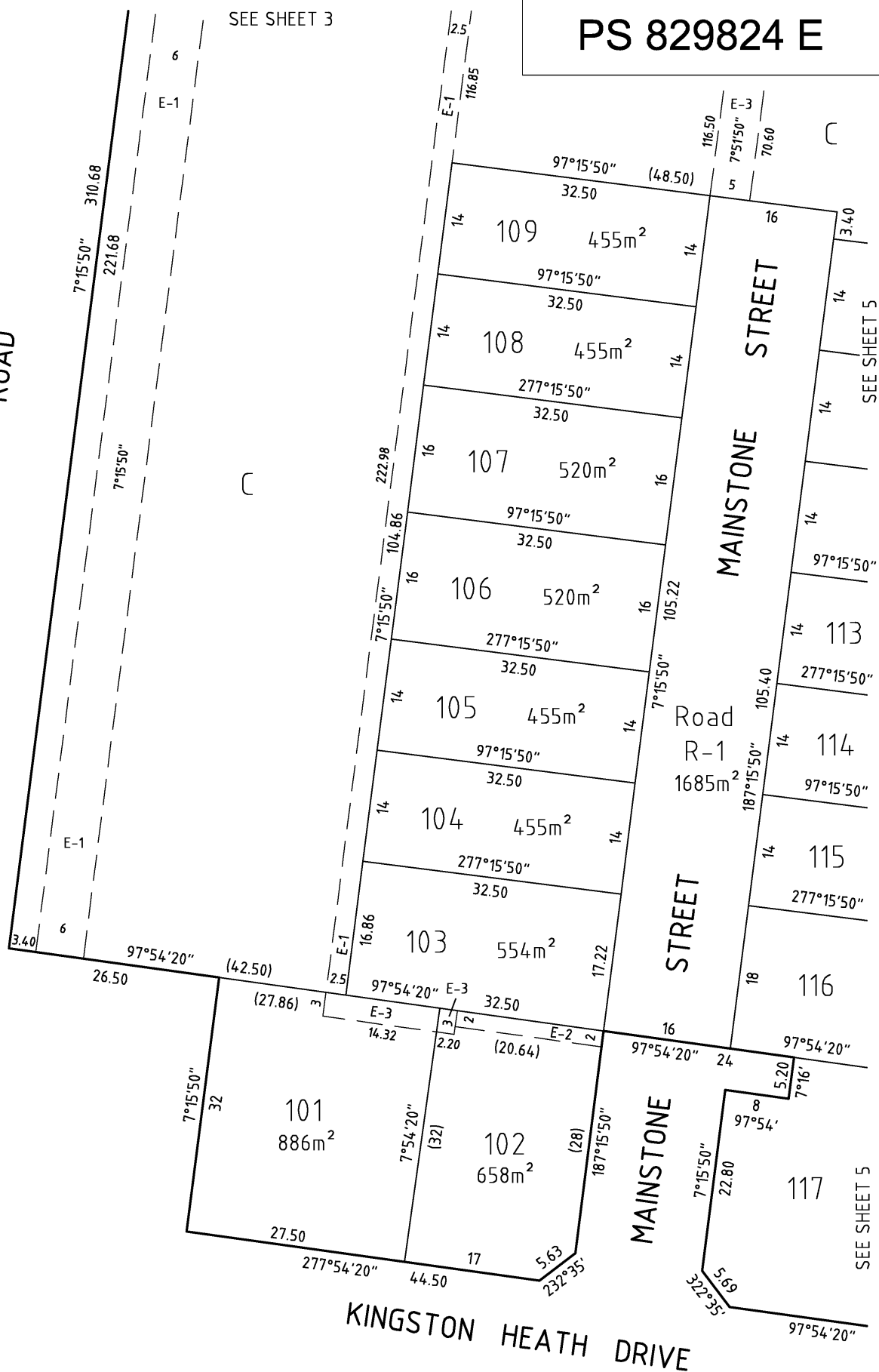
Digitally signed by:
Baw Baw Shire Council,
04/02/2021,
SPEAR Ref: S150466J





SEE SHEET 3

PS 829824 E

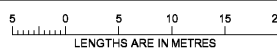


NOBELIUS LAND SURVEYORS



P.O BOX 461
PAKENHAM 3810
Ph 03 5941 4112
mail@nobelius.com.au

SCALE
1:500



Digitally signed by: Benjamin Stephen Nobelius, Licensed
Surveyor,
Surveyor's Plan Version (F),
17/06/2020, SPEAR Ref: S150466J

ORIGINAL SHEET
SIZE: A3

Digitally signed by:
Baw Baw Shire Council,
04/02/2021,
SPEAR Ref: S150466J

SHEET 4



Amended by: Benjamin Stephen Nobelius, Licensed Surveyor 28/04/2021.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 08/12/2022 02:01:35 PM

Status	Registered	Dealing Number	AU315239M
Date and Time Lodged	07/05/2021 11:16:06 AM		

Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

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.

Land Title Reference

12300/186

Transferor(s)

Name	SEEBO PROPERTIES PTY LTD
ACN	621482022

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 295000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	MELANIE RENEE
Family Name	THOMPSON
Address	
Street Number	23
Street Name	BEXLEY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Street Type	BOULEVARD
Locality	DROUIN
State	VIC
Postcode	3818

Given Name(s)	CRAIG ANDREW
Family Name	VAUGHAN
Address	
Street Number	23
Street Name	BEXLEY
Street Type	BOULEVARD
Locality	DROUIN
State	VIC
Postcode	3818

Covenants

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

Burdened land	the Land
Benefited land	MCP: AA7258
Restrictive covenant	MCP: AA7258
Expiry Date	

Duty Transaction ID

5095869

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

Executed on behalf of	SEEBO PROPERTIES PTY LTD
Signer Name	MEREDITH NORMA SEEBECK
Signer Organisation	SLC LAW PTY LTD
Signer Role	LAW PRACTICE
Execution Date	06 MAY 2021



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

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

Executed on	MELANIE RENEE THOMPSON
behalf of	CRAIG ANDREW VAUGHAN
Signer Name	JACLYN MARGOT WALKER
Signer	STRAIGHTFORWARD CONVEYANCING PTY
Organisation	LTD
Signer Role	LICENSED CONVEYANCER
Execution Date	07 MAY 2021

File Notes:

NIL

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

Statement End.

Memorandum of common provisions Section 91A Transfer of Land Act 1958

Privacy Collection Statement

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

Lodged by	SLC Law Pty Ltd
Name:	Sarina Cowle
Phone:	0407697802
Address:	58 Haleur Road, Harkaway, Victoria 3806
Reference:	SLC Seebo Urban Living Stage 1
Customer code:	21717G

AA7258

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

"AND the said Transferee with the intention that the benefit of this covenant shall be attached to and run at law and in equity with every lot on Plan of Subdivision No. PS829824E other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said lot hereby transferred does hereby for himself his heirs executors administrators and transferees and as a separate covenant covenants with the said Transferor and the registered proprietor or proprietors for the time being of every lot on the Plan and every part or parts thereof other than the lot hereby transferred that the said Transferees their heirs executors administrators and transferees shall not any time on the said lot hereby transferred or any part or parts thereof;

- (a) erect, cause or permit to be erected or allowed to remain on the lot more than one private dwelling house together with the usual outbuildings;
- (b) erect, cause or permit to be erected or allowed to remain on the lot a dwelling (excluding garages and balconies) other than a dwelling of a minimum size of 120 square metres on allotments less than 600m² and 140m² for allotments greater than 600m² being that area measured within the external face of the external walls, unless the prior written consent of the Transferor has been obtained;
- (c) erect, cause or permit to be erected or allowed to remain on the lot any dwelling other than a dwelling:
 - (i) having external walls of not more than twenty five percent weatherboard with the balance constructed of brick stone rendered masonry or similar material;
 - (ii) with a roof laid with tile or colourbond or other non-reflective roofing material;
- (d) erect, cause or permit to be erected or allowed to remain on the lot any garage being not less than a double garage;
- (e) erect, cause or permit to be erected or allowed to remain on the lot any outbuilding, carport or similar construction over 10 square metres unless the same is constructed of colourbond, brick, stone, rendered masonry or similar material;

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

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

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA7258

- (f) erect, cause or permit to be erected or allowed to remain on the lot side or rear boundary fences constructed of material unless the same is constructed of treated pine with continuous capping at 1.8 metres in height.
- (g) construct a driveway of any material other than a driveway constructed of coloured concrete, exposed aggregate, asphalt bordered by brick or similar material. Any requirements for road opening permits or other works approvals remain the responsibility of the purchaser with crossover street access to be completed prior to occupancy;
- (h) ensure the maintenance of nature strips and will not cause or permit the accumulation of rubbish, weeds or debris on the lot or on the nature strip of the property;
- (i) permit recreational or commercial vehicles including but not limited to commercial vehicles with a carrying capacity of two tonnes or more boats caravans and trailers of any kind to be parked forward of the dwelling or within view from the street;
- (j) fail to ensure that the builder and all tradesmen engaged in the construction of a dwelling or building on the property keep the lot free of all unnecessary rubbish and waste material and use a builders cage on the building site;

AND it is intended that the above covenant shall appear as an encumbrance on the foresaid Certificate of Title but that such covenant shall expire on 31 December 2030."



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 08/12/2022 01:58:08 PM

Status	Registered	Dealing Number	AT914101M
Date and Time Lodged	29/12/2020 12:51:52 PM		

Lodger Details

Lodger Code	19208S
Name	HWL EBSWORTH LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	DV:KM:967577

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

9531/891

Instrument and/or legislation

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

Applicant(s)

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

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	BAW BAW SHIRE COUNCIL
Signer Name	DAVID VORCHHEIMER
Signer Organisation	PARTNERS OF HWL EBSWORTH LAWYERS
Signer Role	LAW PRACTICE
Execution Date	29 DECEMBER 2020

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AT914101M
Number of Pages (excluding this cover sheet)	15
Document Assembled	

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

HWL
EBSWORTH
LAWYERS

Deed of Agreement

Under s173 of the Planning and Environment Act 1987

Baw Baw Shire Council

and

Seebo Properties Pty Ltd ACN 621 482 022

Ref DV:DK967577

Error! Unknown document property name.

Level 26, 530 Collins Street, Melbourne VIC 3000 Australia Telephone +61 3 8644 3500

PO Box 3, Collins Street West VIC 8007 Australia

DX 564 Melbourne

Facsimile 1300 365 323 (Australia)
8507 6582 (International)
hwlebsworth.com.au

+61 2

Table of contents

1.	Definitions and interpretation clauses	2
1.1	Definitions	2
1.2	Interpretation	4
2.	Owner's obligations	5
3.	Community Infrastructure Levy	5
4.	Council Access	6
5.	Indemnity	6
6.	Default	6
7.	Further obligations	6
7.1	Notice and registration	6
7.2	Giving effect to this Agreement	6
7.3	Recording by Registrar of Titles	7
7.4	Agreement not to be registered on subdivided Lots	Error! Bookmark not defined.
7.5	Council's costs to be paid	7
8.	Agreement under Section 173 of the Act	7
8.1	Agreement under the Act	7
9.	Owner's warranties	7
9.1	Owner's warranties	7
10.	Successors in title	7
10.1	Successors in title	7
11.	Notices	8
11.1	Service	8
11.2	Time of service	8
12.	Alternative Dispute Resolution	8
12.1	Referral to VCAT	8
12.2	Section 149 of the Act	9

12.3	Legal Representation	9
13.	Miscellaneous	9
13.1	Commencement of Agreement	9
13.2	Ending of Agreement	9
13.3	Multiple lots	9
13.4	Application to Registrar	9
13.5	No fettering of Council's powers	9
13.6	No waiver	10
13.7	Severability	10
13.8	Proper law	10
Schedule 1		11
Signing page		12

Deed of Agreement

Date *11th day of December 2020*

Parties

Baw Baw Shire Council

1 Civic Place, Warragul, Victoria 3820

(Council)

Seebo Properties Pty Ltd ACN 621 482 022

of Level 29, 525 Collins Street, Melbourne, Victoria 3000

(Owner)

Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land, which is the land over which this Agreement is intended to be registered.
- C. Council issued Planning Permit No. PLA0382/16 on 3 September 2019 (**Planning Permit**). The Planning Permit allows for a multi lot subdivision in stages and associated works in accordance with the endorsed plans for the land at 175 McGlone Road, Drouin (**Subject Land**).
- D. Condition 11 of the Planning Permit provides that:
 11. *Prior to the issue of Statement of Compliance for stage 1 subdivision, the owner of the land must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987. The Agreement must provide that:*
 - a) *prior to the issue of a Building Permit for the construction of any dwelling on a lot, a lot owner must pay the Community Infrastructure Levy to the Responsible Authority in accordance with the Development Contributions Plan Overlay -- Schedules 1 and 3; and*
 - b) *a Building Permit must not be issued by a building surveyor in respect of the building work unless he or she is satisfied that the amount of the levy has been paid to the Responsible Authority in*

accordance with Section 24(5)(a) of the Building Act 1993.

The owner of the land must pay all reasonable costs for the preparation, execution and registration of the Section 173 Agreement.

The Section 173 Agreement must be registered in accordance with the provisions of Section 181 of the Planning and Environment Act 1987 and be registered on individual residential lots.

- E. The Parties have agreed to enter into this Agreement:
- (a) to give effect to the requirements of the Planning Permit;
 - (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act	means the <i>Planning and Environment Act 1987</i> (Vic).
Agreement	means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.
Building Act	means the <i>Building Act 1993</i> .
Building Permit	means a building permit issued pursuant to Part 3 of the <i>Building Act 1993</i> .
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Community	means the community infrastructure levy specified in clause 3 of

Infrastructure Levy	this Agreement that is required to be paid in respect of each Dwelling in accordance with this Agreement.
DCPO1	means Development Contributions Plan Overlay - Schedule 1 pursuant to the Planning Scheme.
DCPO3	means Development Contributions Plan Overlay - Schedule 3 pursuant to the Planning Scheme.
Development	means the development of the Subject Land in accordance with the Planning Permit.
DCP Levy	means the Development Contributions Plan Levy as defined in the Act.
Development Contributions Plan 1 or DCP1	means the Baw Baw Shire Council Development Contributions Plan dated 23 March 2007 (as amended from time to time) incorporated into the Planning Scheme pursuant to DCPO1.
Development Contributions Plan 3 or DCP3	means the Drouin Development Contributions Plan dated September 2014 (as amended from time to time) incorporated into the Planning Scheme pursuant to DCPO3.
Dwelling	means a 'Dwelling' as defined by the Planning Scheme.
Indexation	<p>(a) means a quarterly adjustment to an amount carried out in accordance with the methods set out in the DCPO1 or DCPO3 as appropriate; or</p> <p>(b) an adjustment to land value in accordance with the methodology specified in the DCP1 or DCP3 as appropriate.</p>
Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of it and includes a Mortgagee-in-possession.
Party or Parties	means the Owner and Council under this Agreement as appropriate.
Plan of Subdivision	means the plan or plans of subdivision that subdivide the Land into Lots.
Planning Permit	means the planning permit referred to in Recital C of this Agreement.
Planning Scheme	means the Baw Baw Planning Scheme and any other Planning

Scheme which applies to the Subject Land.

Residential Lot	means a house lot or multi dwelling lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed for a single Dwelling or for multiple Dwellings.
Schedule	means a schedule to this Agreement.
Stage	is a reference to a stage of subdivision of the Subject Land.
Staged Lot	means a lot that will be further subdivided to create Lots.
Statement of Compliance	means a Statement of Compliance under the <i>Subdivision Act 1988</i> .
Subject Land	means the land described at Schedule 1 to this Agreement and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.
VCAT	means the Victorian Civil and Administrative Tribunal.

1.2 Interpretation

- (a) In this document, unless the context otherwise requires:
- (i) The singular includes the plural and vice versa.
 - (ii) A reference to a gender includes a reference to each other gender.
 - (iii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - (iv) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
 - (v) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
 - (vi) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
 - (vii) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
 - (viii) Headings are for guidance only and do not affect the interpretation of this Agreement.

- (b) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
 - (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
 - (ii) if the Subject Land is subdivided further, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

2. Owner's obligations

2.1 The Owner covenants and agrees that:

- (a) prior to the issue of a Building Permit for the construction of any Dwelling on a Residential Lot, the Owner of that Residential Lot must pay the Community Infrastructure Levy to Council in accordance with DCPO1 and/ or DCPO3 (as appropriate) for each Dwelling being constructed on the Residential Lot; and
- (b) a Building Permit must not be issued by a building surveyor in respect of the Development of a Dwelling on the Residential Lot unless the building surveyor is satisfied that the amount of the Community Infrastructure Levy has been paid by the Owner to Council in accordance with section 24(5)(a) of the Building Act.

3. Community Infrastructure Levy

3.1 The Owner covenants and agrees that:

- (a) the amount of Community Infrastructure Levy to be paid to Council is stipulated by DCPO1 and/ or DCPO3 (as appropriate) plus Indexation;
- (b) the Community Infrastructure Levy is subject to Indexation;
- (c) if the Community Infrastructure Levy is not paid by the time a Building Permit issues, it will until paid accrue interest at the rate being the penalty rate prescribed in the *Penalty Interest Rates act 1983*; and
- (d) the Community Infrastructure Levy and any interest which accrues on it pursuant to this clause will be a debt by the Owner to Council until paid.

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

4. Council Access

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

5. Indemnity

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

6. Default

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

7. Further obligations

7.1 Notice and registration

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

7.2 Giving effect to this Agreement

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

7.3 Recording by Registrar of Titles

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

7.4 Council's costs to be paid

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

8. Agreement under Section 173 of the Act

8.1 Agreement under the Act

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

9. Owner's warranties

9.1 Owner's warranties

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

10. Successors in title

10.1 Successors in title

Without limiting the operation or effect which this Agreement has, and subject to clause 7.3, the Owner must ensure that until such time as a memorandum of this

Agreement is registered on the title to the Subject Land, successors in title shall be required to:

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

11. Notices

11.1 Service

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

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

11.2 Time of service

A notice or other communication is deemed served:

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

12. Alternative Dispute Resolution

12.1 Referral to VCAT

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

Chairperson of the Victorian Chapter of the Institute of Arbitrators, Australia, or their nominee, for arbitration.

12.2 Section 149 of the Act

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

12.3 Legal Representation

The parties will be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 12.1 and 12.2 and, unless the arbitrator, chairman, nominee or VCAT otherwise directs, each party will bear its own costs in relation to it.

13. Miscellaneous

13.1 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences

- (a) from the date of this Agreement; or
- (b) if the Agreement bears no date, on the date it is recorded in the Register.

13.2 Ending of Agreement

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

13.3 Multiple lots

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

13.4 Application to Registrar

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

13.5 No fettering of Council's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions

in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

13.6 No waiver

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

13.7 Severability

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

13.8 Proper law

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

Schedule 1

Column 1				Column 2	Column 3	Column 4
Subject Land				Mortgage	Agreements	Caveat
Address	Volume	Folio	Lot Plan			
175 McGlone Road, Drouin	9531	891	Lot 1 on Plan of Subdivision 135456	N/A	N/A	N/A

Signing page

Executed as a deed

Signed, sealed and delivered by and on behalf of **Baw Baw Shire Council** by Mark Dupe, Chief Executive Officer, pursuant to the Instrument of Delegation dated 13 May 2020 in the presence of:



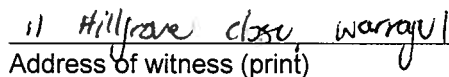
Signature of witness



Signature of Mr Mark Dupe

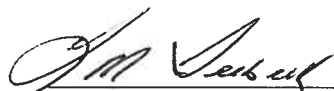


Full name of witness (print)



Address of witness (print)

Executed by Seebo Properties Pty Ltd
ACN 621 482 022 in accordance with
section 127 of the *Corporations Act 2001*
(Cth) by:



Signature of Director



Signature of Director/Company Secretary



Full name (print)



Full name (print)



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 08/12/2022 01:58:09 PM

Status	Registered	Dealing Number	AU004415D
Date and Time Lodged	01/02/2021 05:01:56 PM		

Lodger Details

Lodger Code	19208S
Name	HWL EBSWORTH LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	DV:KM:967279

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

9531/891
11135/091
11491/490

Instrument and/or legislation

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

Applicant(s)

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



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	BAW BAW SHIRE COUNCIL
Signer Name	DAVID VORCHHEIMER
Signer Organisation	PARTNERS OF HWL EBSWORTH LAWYERS
Signer Role	LAW PRACTICE
Execution Date	01 FEBRUARY 2021

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AU004415D
Number of Pages (excluding this cover sheet)	21
Document Assembled	

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

HWL
EBSWORTH
LAWYERS

Deed of Agreement

Under s173 of the Planning and Environment Act 1987

Baw Baw Shire Council

and

Drouin Golf & Country Club Inc

(Registration No A 000 795 5E)

and

Sowsee Pty Ltd

(ACN 609 775 699)

and

Seebo Properties Pty Ltd

(ACN 621 482 022)

Ref: DV: KM:967279

Level 26, 530 Collins Street, Melbourne VIC 3000
Australia

Error! Unknown document property name.
PO Box 9, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500

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

Table of contents

1.	Definitions and interpretation clauses	3
1.1	Definitions	3
1.1	Interpretation	5
2.	Owners' obligations	6
3.	Council Access	6
4.	Indemnity and Release	6
5.	Further obligations	7
5.1	Notice and registration	7
5.2	Giving effect to this Agreement	7
5.3	Recording by Registrar of Titles	7
5.4	Council's costs to be paid	7
6.	Agreement under Section 173 of the Act	8
7.	Owner's warranties	8
8.	Successors in title	8
9.	Notices	8
9.1	Service	8
9.2	Time of service	8
10.	Alternative Dispute Resolution	9
10.1	Referral to VCAT	9
10.2	Section 149 of the Act	9
10.3	Legal Representation	9
11.	Miscellaneous	9
11.1	Commencement of Agreement	9
11.2	Default	10
11.3	Ending of Agreement	10
11.4	Multiple lots	10

11.5	Application to Registrar	10
11.6	No fettering of Council's powers	10
11.7	No waiver	10
11.8	Severability	11
11.9	Proper law	11
Schedule 1		12
Schedule 2		13
Executed as a deed		15

Error! Unknown document property name.

HWL
EBSWORTH
SOLICITORS

Deed of Agreement

Date *19th day of January 2021*

Parties

Baw Baw Shire Council

of 1 Civic Place, Warragul, Victoria 3820

(Council)

Drouin Golf & Country Club Inc (Registration No A 000 795 5E)

of Princes Highway, Drouin, Victoria 3818 as the Owner of that part of the Subject Land contained in Certificate of Title volume 11491 folio 490 being Lot 7 on Plan of Subdivision 142404.

and

Sowsee Pty Ltd (ACN 609 775 699)

of 11 Chitalwood Court Nilma, Victoria 3821 as the Owner of that part of the Subject Land contained in Certificate of Title volume 11135 folio 091 being Lot 40 on Plan of Subdivision 605499N.

(Owner)

Seebo Properties Pty Ltd (ACN 621 482 022)

of Level 29, 525 Collins Street, Melbourne, Victoria 3000

(Abutting Land Owner)

Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land and Abutting Land.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land and the Abutting Land Owner is or is entitled to be registered proprietor of the Abutting Land.
- C. The Subject Land and Abutting Land are the land over which this Agreement is intended to be registered.

-
- D. Council issued Planning Permit No. PLA0133/18 on 28 May 2019 (**Planning Permit A**) for the Subject Land. Planning Permit A allows for the Multi-lot subdivision of the Subject Land in stages and associated works, and creation of access to a Road Zone Category 1.
- E. Council issued Planning Permit No. PLA0382/16 on 3 September 2019 (**Planning Permit B**) for the Abutting Land. Planning Permit B allows for the Multi-lot subdivision in stages and associated works.
- F. The Abutting Land is affected by the Drouin Precinct Structure Plan September 2014 (as amended from time to time) (**PSP**). The Subject Land is affected by the Drouin Golf Club Development Plan.
- G. Pursuant to the PSP, a Retarding Basin and Wetland is required to be provided on the Abutting Land as part of the drainage and water quality treatment infrastructure contained in the PSP.
- H. The location of the Retarding Basin and Wetland has been amended so that it is to be located on the Subject Land in accordance with the Drouin Golf Club Development Plan.
- I. Council has requested that the Owner and Abutting Land Owner enter into this Agreement for the delivery of the Retarding Basin and Wetland prior to the issue of Statement of Compliance of stage 1 of the Subdivision of the Subject Land.
- J. The Parties have agreed to enter into this Agreement:
- (a) to give effect to the requirements of the PSP to provide for the delivery of the Retarding Basin and Wetland; and
 - (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.
-

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

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act	means the <i>Planning and Environment Act 1987</i> (Vic).
Abutting Land	means the land known as 175 McGlone Road, Drouin being Lot 1 on Lot Plan 135456, the land referred to in Certificate of Title Volume 9531 Folio 891, and any reference to the Abutting Land in this Agreement includes any lot created by the subdivision of the Abutting Land or any part of it.
Abutting Land Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Abutting Land or any part of it and includes a Mortgagee-in-possession.
Agreement	means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Development	means the development of the Subject Land in accordance with Planning Permit A and/or the development of the Abutting Land in accordance with Planning Permit B.
Development Services Scheme	means the drainage strategy for the Subject Land and Abutting Land prepared by Melbourne Water.
Drouin Golf Club Development Plan	means the Drouin Golf Club Subdivision Concept Plan endorsed by Council on or about 15 May 2019 (as amended from time to time).

Developer Works	means works required to facilitate and enable the Development and Subdivision which are the responsibility of the Owner.
Endorsed Plans	means the plans endorsed pursuant to the Planning Permit A and/ or Planning Permit B.
Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Melbourne Water	means Melbourne Water Corporation.
Mortgagee	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Subject Land or any part of it.
Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of it and includes a Mortgagee-in-possession.
Party or Parties	means the Owner, Future Owner and Council under this Agreement as appropriate.
Planning Permit A	means the Planning Permit referred to in Recital D of this Agreement as amended from time to time.
Planning Permit B	means the Planning Permit referred to in Recital E of this Agreement as amended from time to time.
Planning Scheme	means the Baw Baw Planning Scheme and any other Planning Scheme which applies to the Subject Land and Abutting Land.
Residential Lot	means a house lot or multi dwelling lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a single dwelling.
Retarding Basin and Wetland	means the retardation basin located on the Subject Land, to the east of McGlone Road, known as ID Rb-01b in the PSP as shown in the location in the Drouin Golf Club Development Plan.

Staged Lot	means a lot that will be further subdivided to create a Residential Lot.
Statement of Compliance	means a Statement of Compliance under the <i>Subdivision Act 1988</i> (Vic).
Subdivision	means Subdivision under the <i>Subdivision Act 1988</i> (Vic).
Subject Land	means the land described in Schedule 1 to this Agreement and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.
VCAT	means the Victorian Civil and Administrative Tribunal.

1.1 Interpretation

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

- (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
- (ii) if the Subject Land is subdivided further, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

2. Owners' obligations

- (a) The Owner and the Abutting Land Owner covenant and agree:
 - (i) that they will construct the Retarding Basin and Wetland in accordance with the relevant Development Services Scheme, to the satisfaction of Melbourne Water and Council prior to the issue of Statement of Compliance for stage 1 of the Subdivision of the Subject Land;
 - (ii) that they are responsible for and will bear the full costs of the delivery of the Retarding Basin and Wetland in accordance with the relevant Development Services Scheme; and
 - (iii) to enter into any commercial agreement (as may be required) to facilitate the delivery of the Retarding Basin and Wetland independently of Council.

3. Council Access

The Owner and Abutting Land Owner covenant and agrees to allow the Council and any other servicing authority, including their officers, employees, contractors or agents or any of them, to enter the Subject Land and Abutting Land (at any reasonable time) to assess compliance with this Agreement.

4. Indemnity and Release

- 4.1 The Owner and Abutting Land Owner covenant and agree to indemnify and keep the Council and any other servicing authority including their officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.
- 4.2 The Owner and Abutting Land Owner covenant and agree to provide Council and any other servicing authority with any release required in respect of any matter arising from or referable to this Agreement.

5. Further obligations

5.1 Notice and registration

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

5.2 Giving effect to this Agreement

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

5.3 Recording by Registrar of Titles

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

5.4 Agreement not to be registered on subdivided Lots

The Council agrees that this Agreement is not to be registered on a Residential Lot produced for development as a result of the subdivision of the Subject Land, Abutting Land or Lot 1 of Plan of Subdivision PS 829837U as show in Schedule 3. The Responsible Authority agrees to sign any document necessary to ensure this Agreement is not registered on Residential Lots and will bring this clause to the attention of officers at Land Registry, as necessary.

5.5 Council's costs to be paid

- (a) The Owner and Abutting Land Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement and any other agreement required to give effect to this Agreement.
- (b) Until paid, Council's costs as referred to at clause 5.4(a) will remain a debt due to Council by the Owner and Abutting Land Owner.
- (c) If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

6. Agreement under Section 173 of the Act

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

7. Owner's warranties

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

8. Successors in title

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

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

9. Notices

9.1 Service

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

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

9.2 Time of service

A notice or other communication is deemed served:

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

10. Alternative Dispute Resolution

10.1 Referral to VCAT

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

10.2 Section 149 of the Act

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

10.3 Legal Representation

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

11. Miscellaneous

11.1 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from:

- (a) the date of this Agreement; or
- (b) if the Agreement bears no date, on the date it is recorded in the Register.

11.2 Default

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

11.3 Ending of Agreement

This Agreement ends on the date that the Council issues a letter confirming that the Owner and Abutting Land Owner have complied with all of its obligations under this Agreement or otherwise in accordance with the Act.

11.4 Multiple lots

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

11.5 Application to Registrar

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

11.6 No fettering of Council's powers

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

11.7 No waiver

Any time or other indulgence granted by Council to the Owner and/or Abutting Land Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner and/ or Abutting Land Owner will not in

any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

11.8 **Severability**

- (a) If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.
- (b) Clause 11.8(a) will not apply if to do so will materially affect the commercial arrangement formed by this Agreement.

11.9 **Proper law**

This Agreement is governed by and the Owner and Abutting Land Owner submit to the laws of the State of Victoria.

AU0004415P

Schedule 1


Subject Land						Mortgage	Agreements/Restrictions	Caveats
Owner	Future Owner	Address	Volume	Folio	Lot Plan			
Sowsee Pty Ltd of 11 Chitalwood Court, Nilma, Victoria 3821	N/A	McGlone Road, Drouin Victoria 3818	11135	091	40 on Plan of Subdivision 605499N	N/A	Section 173 Agreement AG499337C Section 173 Agreement AT080570T Section 173 Agreement AT122840L	N/A
Drouin Golf & Country Club Inc	Sowsee Pty Ltd of 11 Chitalwood Court, Nilma, Victoria 3821	13 McGlone Road, Drouin Victoria 3818	11491	490	7 on Plan of Subdivision 142404	N/A	Covenant D456866 Section 173 Agreement AT080570T Section 173 Agreement AT122840L	Caveat AS637201K

Schedule 2

Caveator Consent

Sowsee Pty Ltd as caveator of registered Caveat AS637201K consent to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement as if it were the Owner of the Subject Land.

Executed by Sowsee Pty Ltd (ACN 609 775 699) in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of Director

DAVID SOWSEE

Full name (print)



Signature of Director/Company Secretary

Bernard Hamilton Sackel

Full name (print)

PS 829837 U




Printed 12 January 2021

Page 14


Executed as a deed

Executed as a deed

)
)
)
)
SIGNED, SEALED AND DELIVERED by
and on behalf of **Baw Baw Shire Council** by
James Reid, Director Planning and
Development, pursuant to the Instrument of
Delegation dated 26 August 2020 in the
presence of:



Signature of James Reid




Witness Signature

Lana Horn

Witness Name

Executed by Sowsee Pty Ltd (ACN 609 775 699) in accordance with section 127 of the Corporations Act 2001 (Cth) by:



Signature of Director

DAVID SOWSEE
Full name (print)



Signature of Director/Company Secretary

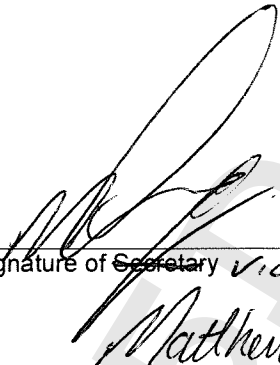
BERNARD HAMILTON SEIDEK
Full name (print)

AU0044152

**Executed by Drouin Golf & Country Club
Inc (Registration No A 000 795 5E) in
accordance with the Associations
Incorporations Reform Act 2012 (Vic) by:**

D. Brown
Signature of ~~President~~ **CHAIR**


DEBORAH MARY BROWN
Full name (print)


Signature of ~~Secretary~~ **Vice chair**
Matthew Long
Full name (print)

ml.

AU00441

Executed by Seebo Properties Pty Ltd
ACN 621 482 022 in accordance with
section 127 of the Corporations Act 2001
(Cth) by:



Signature of Director



Signature of Director/Company Secretary



Full name (print)



Full name (print)

AU0044152



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 08/12/2022 01:58:08 PM

Status	Registered	Dealing Number	AT738543H
Date and Time Lodged	30/10/2020 04:38:05 PM		

Lodger Details

Lodger Code	19208S
Name	HWL EBSWORTH LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	DV:KM:967575

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

9531/891

Instrument and/or legislation

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

Applicant(s)

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

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	BAW BAW SHIRE COUNCIL
Signer Name	DAVID VORCHHEIMER
Signer Organisation	PARTNERS OF HWL EBSWORTH LAWYERS
Signer Role	LAW PRACTICE
Execution Date	30 OCTOBER 2020

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AT738543H
Number of Pages (excluding this cover sheet)	17
Document Assembled	

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

HWL EBSWORTH
LAWYERS

Deed of Agreement

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

Baw Baw Shire Council

and

Seebo Properties Pty Ltd ACN 621 482 022

Ref DV:KM 967575

Doc ID 764006063/v2

Level 26, 530 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500

Facsimile 1300 365 323 (Australia) +61 2 8507 6582 (International)
hwlebsworth.com.au

Table of contents

1.	Definitions and interpretation clauses	3
1.1	Definitions	3
1.1	Interpretation	5
2.	Owner's obligations	6
3.	Council Access	6
4.	Indemnity and Release	7
5.	Further obligations	7
5.1	Notice and registration	7
5.2	Giving effect to this Agreement	7
5.3	Recording by Registrar of Titles	7
5.4	Council's costs to be paid	7
6.	Agreement under Section 173 of the Act	8
7.	Owner's warranties	8
8.	Successors in title	8
9.	Notices	8
9.1	Service	8
9.2	Time of service	9
10.	Alternative Dispute Resolution	9
10.1	Referral to VCAT	9
10.2	Section 149 of the Act	9
10.3	Legal Representation	9
11.	Miscellaneous	9
11.1	Commencement of Agreement	9
11.2	Default	10
11.3	Ending of Agreement	10
11.4	Application to Registrar	10
11.5	No fettering of Council's powers	10

11.6	No waiver	10
11.7	Severability	10
11.8	Proper law	11
Schedule 1		12
Schedule 2		1
Signing page		1

AT 738543H

Deed of Agreement

Date 23rd day of September 2020

Parties

Baw Baw Shire Council

1 Civic Place, Warragul, Victoria 3820

(Council)

Seebo Properties Pty Ltd ACN 621 482 022

of 51 - 59 O'Shea Road, Berwick, Victoria 3806

(Owner)

Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land, which is the land over which this Agreement is intended to be registered.
- C. Council issued Planning Permit No. PLA0382/16 on 3 September 2019 (**Planning Permit**). The Planning Permit allows for a multi lot subdivision in stages and associated works in accordance with the endorsed plans for the land at 175 McGlone Road, Drouin (**Subject Land**).
- D. Condition 6 of the Planning Permit provides that:
- 'Prior to the certification of Stage 1 of the plan of subdivision under the Subdivision Act 1988, the owner of the land must enter into an Agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987. The Agreement must provide for:*
- a) *Prior to the issue of Statement of Compliance for Stage 1 of the subdivision under the Subdivision Act 1988, the subdivisional access road from McGlone Road must be constructed to the full width of the road cross section in accordance with detailed engineering drawings approved by the Responsible Authority;*
- b) *Prior to the issue of Statement of Compliance for Stage 1 of the subdivision under the Subdivision Act*

1988, the intersection between the subdivisional road and McGlone Road must be constructed in its entirety including all associated works in accordance with detailed engineering drawings approved by the Responsible Authority;

- c) The owner of the land is responsible for the full costs of the design and construction of the road and intersection as developer works;*
- d) The owner of the land must obtain the consent of the abutting landowner to the south of the subject land to construct part of the road and intersection on the abutting land in Stage 1 of the subdivision works and enter into any commercial agreement required independently of Council to secure this commitment;*
- e) the owner of the land agrees that the road and intersection will be constructed in Stage 1 of the subdivision;*
- f) Prior to the use of the road and intersection, Statement of Compliance for Stage 1 must be issued from the subject land and Stage 1 of the abutting land by the Responsible Authority;*
- g) The owner of the land agrees to indemnify and provide any releases to the benefit of Baw Baw Shire Council and any other servicing authorities in connection with entry onto the abutting land for construction inspection purposes;*
- h) On the issue of Statement of Compliance for Stage 1 of the subdivision this section 173 will lapse; and*
- i) As soon as reasonably practicable after this agreement has ended, the owner must, at their own cost, do all things necessary to cancel the recording of this agreement.*

The Owner of the land must pay all reasonable costs for the preparation, execution and registration of this Section 173 Agreement and any other side agreement required as part of this condition.

The Section 173 Agreement must be registered in accordance with the provisions of Section 181 of the Planning and Environment Act 1987 and be registered on the certificate of title of the affected lots prior to a Statement of Compliance issuing for the relevant stage of subdivision. Evidence of registration of the Agreement must be provided to the Responsible Authority prior to

the Statement of Compliance issuing for Stage 1 of the subdivision.

- E. The Parties have agreed to enter into this Agreement:
- (a) to give effect to the requirements of the Planning Permit; and
 - (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act	means the <i>Planning and Environment Act 1987</i> (Vic).
Abutting Land	means the land contained in Certificate of Title volume 11135 folio 091 being Lot 40 on Plan of Subdivision 605499N otherwise known as McGlone Road, Drouin, Victoria 3818 and any lot created by the subdivision of the Abutting Land or any part of it.
Abutting Land Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Abutting Land or any part of it and includes a Mortgagee-in-possession.
Agreement	means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.
Approved Drawings	means the detailed engineering drawings approved by Council pursuant to condition 34 of the Planning Permit
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Development	means the development of the Subject Land in accordance with the Planning Permit.
Developer Works	means works required to facilitate and enable the Development and Subdivision which are the responsibility of the Owner.
Endorsed Plans	means the plans endorsed pursuant to the Planning Permit.
Intersection	means the intersection of the Subdivisional Access Road and McGlone Road, Drouin Victoria 3818 as shown in the plan in Schedule 2 to this Agreement.
Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Mortgagee	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Subject Land or any part of it.
Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of it and includes a Mortgagee-in-possession.
Party or Parties	means the Owner, Future Owner and Council under this Agreement as appropriate.
Planning Permit	means the Planning Permit referred to in Recital C of this Agreement as amended from time to time.
Planning Scheme	means the Baw Baw Planning Scheme and any other Planning Scheme which applies to the Subject Land.
Stage 1 of the Abutting Land	means stage 1 of the Subdivision or Development as shown on the endorsed plans accompanying any planning permit issued for the Subdivision or Development of the Abutting Land.
Stage 1 of the Subject Land	means stage 1 of the Subdivision or Development as shown on the Endorsed Plans.
Statement of Compliance	means a Statement of Compliance under the <i>Subdivision Act 1988</i> (Vic).
Subdivision	means Subdivision under the <i>Subdivision Act 1988</i> (Vic).
Subdivisional Access Road	means the road labelled 'Road A' as shown on the plans in Schedule 2 to this Agreement.

Subject Land means the land described in Schedule 1 to this Agreement and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

VCAT means the Victorian Civil and Administrative Tribunal.

1.1 Interpretation

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

2. Owner's obligations

- (a) The Owner covenants and agrees that:
- (i) the Subdivisional Access Road and Intersection are Developer Works and that the Owner is wholly responsible for the construction of the Subdivisional Access Road and Intersection at its own cost;
 - (ii) prior to the issue of Statement of Compliance for Stage 1 of the Subdivision of the Subject Land,
 - (A) the Owner must construct the Subdivisional Access Road to the full width of the road cross section including that part of the Subdivisional Access Road which is shown on the Abutting Land in accordance with the Approved Drawings; and
 - (B) the Owner must construct the Intersection including all associated works and that part of the Intersection which is shown on the Abutting Land in accordance with the Approved Drawings;to the satisfaction of Council.
 - (iii) it is responsible for and will bear the full cost of the design and construction of the Subdivisional Access Road and Intersection including that part of the Subdivisional Access Road and Intersection that are located on the Abutting Land;
 - (iv) it will obtain the consent of the Abutting Land Owner to construct those parts of the Subdivisional Access Road and Intersection on the Abutting Land and enter into any commercial agreement (as may be required) to facilitate this outcome independently of Council;
 - (v) the Subdivisional Access Road and Intersection must be constructed as part of Stage 1 of the Subdivision of the Subject Land permitted by the Planning Permit; and
 - (vi) the Subdivisional Access Road and Intersection must not be used prior to the issue of a Statement of Compliance for Stage 1 of the Subject Land and Stage 1 of the Abutting Land.

3. Council Access

- 3.1 The Owner covenants and agrees to allow the Council and any other servicing authority, including their officers, employees, contractors or agents or any of them, to enter the Subject Land (at any reasonable time) to assess compliance with this Agreement and/ or entry onto the Abutting Land for construction inspection purposes.

4. Indemnity and Release

- 4.1 The Owner covenants and agrees to indemnify and keep the Council and any other servicing authority including their officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non compliance with this Agreement including but not limited to entry onto the Abutting Land for inspection and compliance purposes.
- 4.2 The Owner covenants and agrees to provide Council and any other servicing authority with any release required in respect of any matter arising from or referable to this Agreement.

5. Further obligations

5.1 Notice and registration

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

5.2 Giving effect to this Agreement

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

5.3 Recording by Registrar of Titles

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

5.4 Council's costs to be paid

- (a) The Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement and any other agreement required to give effect to this Agreement.
- (b) Until paid, Council's costs as referred to at clause 5.4(a) will remain a debt due to Council by the Owner.

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

6. Agreement under Section 173 of the Act

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

7. Owner's warranties

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

8. Successors in title

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

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

9. Notices

9.1 Service

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

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

9.2 Time of service

A notice or other communication is deemed served:

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

10. Alternative Dispute Resolution

10.1 Referral to VCAT

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

10.2 Section 149 of the Act

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

10.3 Legal Representation

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

11. Miscellaneous

11.1 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from:

- (a) the date of this Agreement; or
- (b) if the Agreement bears no date, on the date it is recorded in the Register.

11.2 Default

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

11.3 Ending of Agreement

- (a) This Agreement ends upon the issuing of a Statement of Compliance for:
 - (i) Stage 1 of the subdivision of the Subject Land; and
 - (ii) Stage 1 of the subdivision of the Abutting Land.

11.4 Application to Registrar

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

11.5 No fettering of Council's powers

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

11.6 No waiver

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

11.7 Severability

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

- (b) Clause 11.7(a) will not apply if to do so will materially affect the commercial arrangement formed by this Agreement.

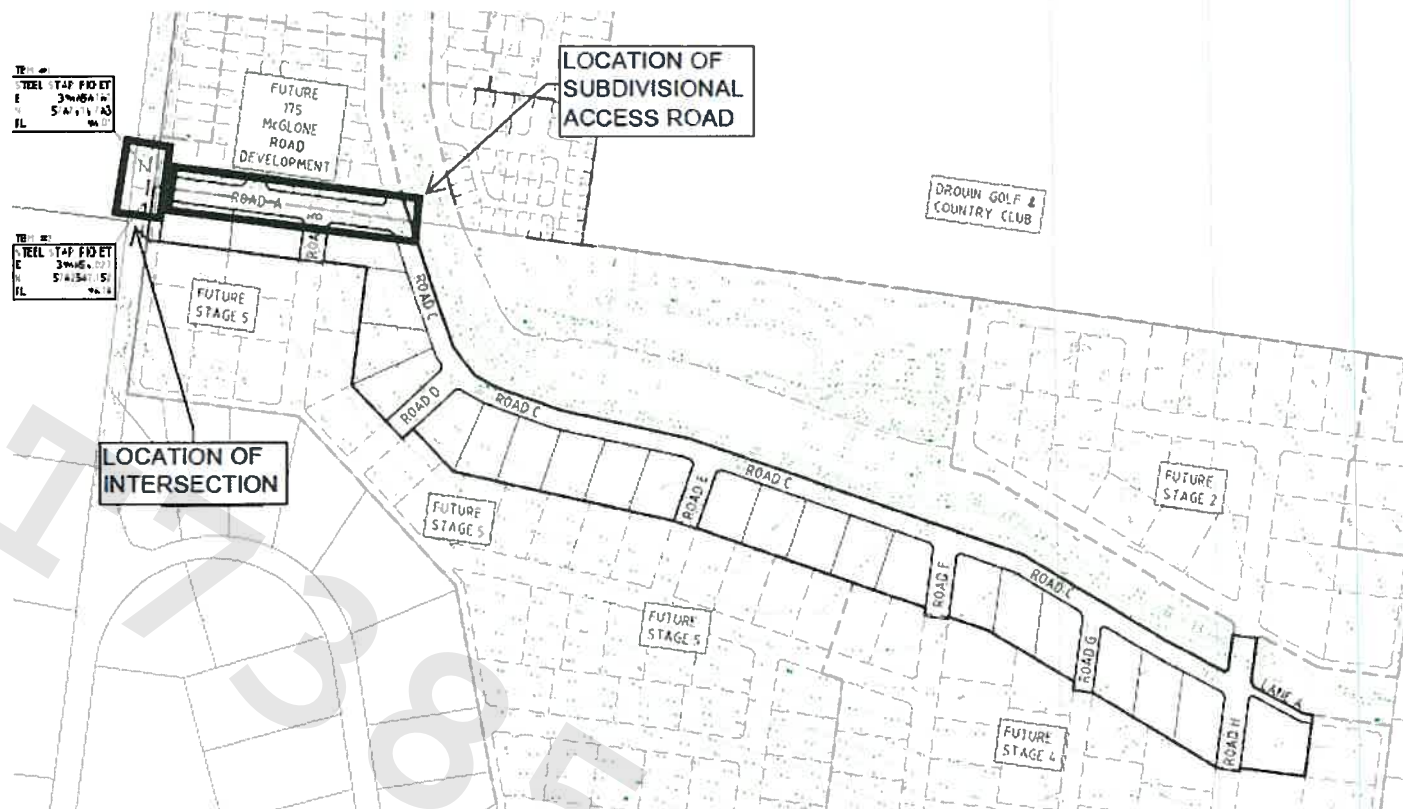
11.8 Proper law

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

Schedule 1

Column 1				Column 2	Column 3	Column 4
Subject Land				Mortgage	Agreements	Caveat
Address	Volume	Folio	Lot Plan			
175 McGlone Road, Drouin	9531	891	Lot 1 on Plan of Subdivision 135456	N/A	N/A	N/A

Schedule 2

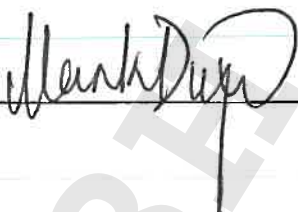


The above plan does not form part of the Endorsed Plans for the Subject Land or Abutting Land.

Signing page

Executed as a deed

SIGNED, SEALED AND DELIVERED by)
and on behalf of **Baw Baw Shire Council** by)
Mark Dupe, Chief Executive Officer,)
pursuant to the Instrument of Delegation)
dated 13 May 2020 in the presence of:)


_____

Witness Signature



Witness Name

Executed by Seebo Properties Pty Ltd
ACN 621 482 022 in accordance with
section 127 of the *Corporations Act 2001*
(Cth) by:



Signature of Director



Signature of Director/Company Secretary

BERNARD HAMILTON SEEBECK

Full name (print)

Meredith Anne Seebeck

Full name (print)

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 08 December 2022 01:50 PM

PROPERTY DETAILS

Address: **3 KINGSTON HEATH DRIVE DROUIN 3818**

Lot and Plan Number: **Lot 101 PS829824**

Standard Parcel Identifier (SPI): **101\PS829824**

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

Council Property Number: **34625**

Planning Scheme: **Baw Baw**

Directory Reference: **Vicroads 96 F3**

www.bawbawshire.vic.gov.au

[Planning Scheme - Baw Baw](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Gippsland Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: **NARRACAN**

OTHER

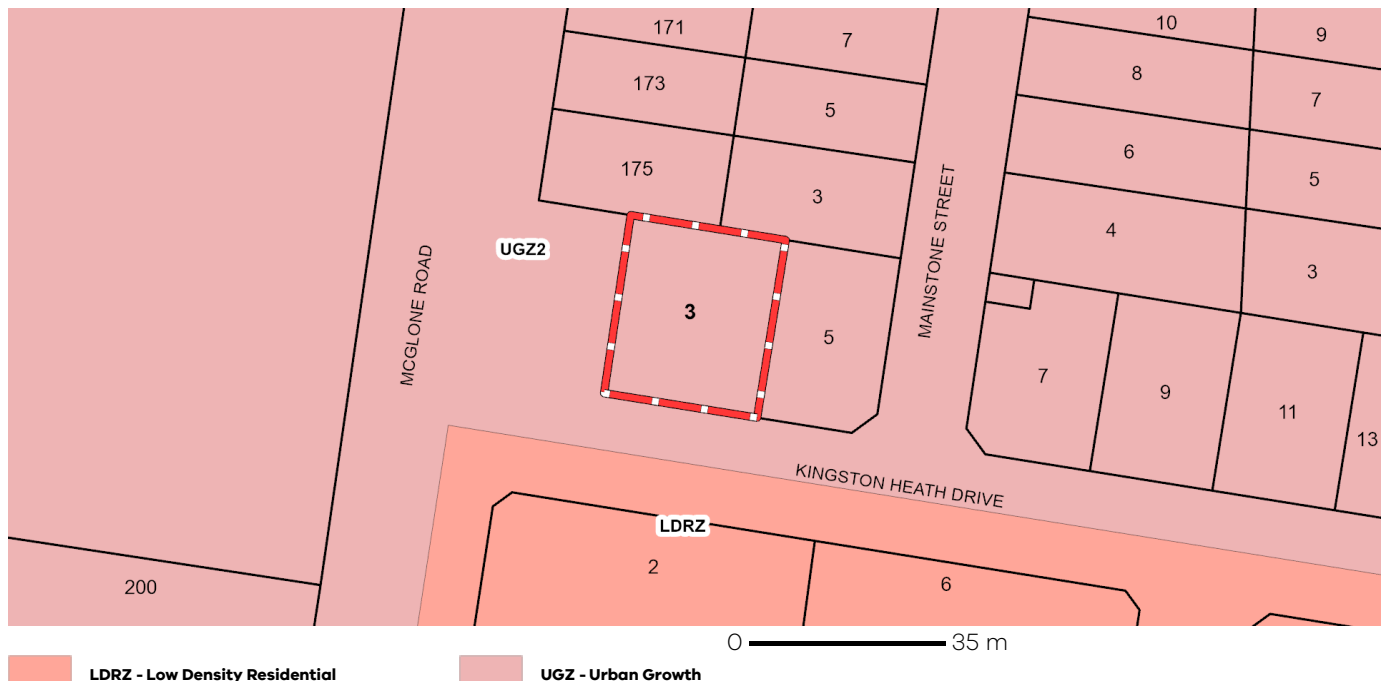
Registered Aboriginal Party: **None**

[View location in VicPlan](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 2 \(UGZ2\)](#)



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

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



 **DCPO - Development Contributions Plan Overlay**

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

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



 **DPO - Development Plan Overlay**

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

Further Planning Information

Planning scheme data last updated on 30 November 2022.

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

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

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

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

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

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

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

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

Claire Miles Conveyancing C/-
Triconvey2 (Reseller)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 101 3 KINGSTON HEATH DRIVE
DROUIN 3818
101 PS 829824

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
31K//00013/00039	LANDATA CER 67245905-031-0	08 DECEMBER 2022	43050593

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Melbourne Water Corporation Total Service Charges	01/07/2022 to 30/06/2023	\$60.20
--	--------------------------	---------

(b) By South East Water

Subtotal Service Charges	\$60.20
---------------------------------	----------------

Payments	\$60.20
-----------------	----------------

TOTAL UNPAID BALANCE	\$0.00
-----------------------------	---------------

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from South East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

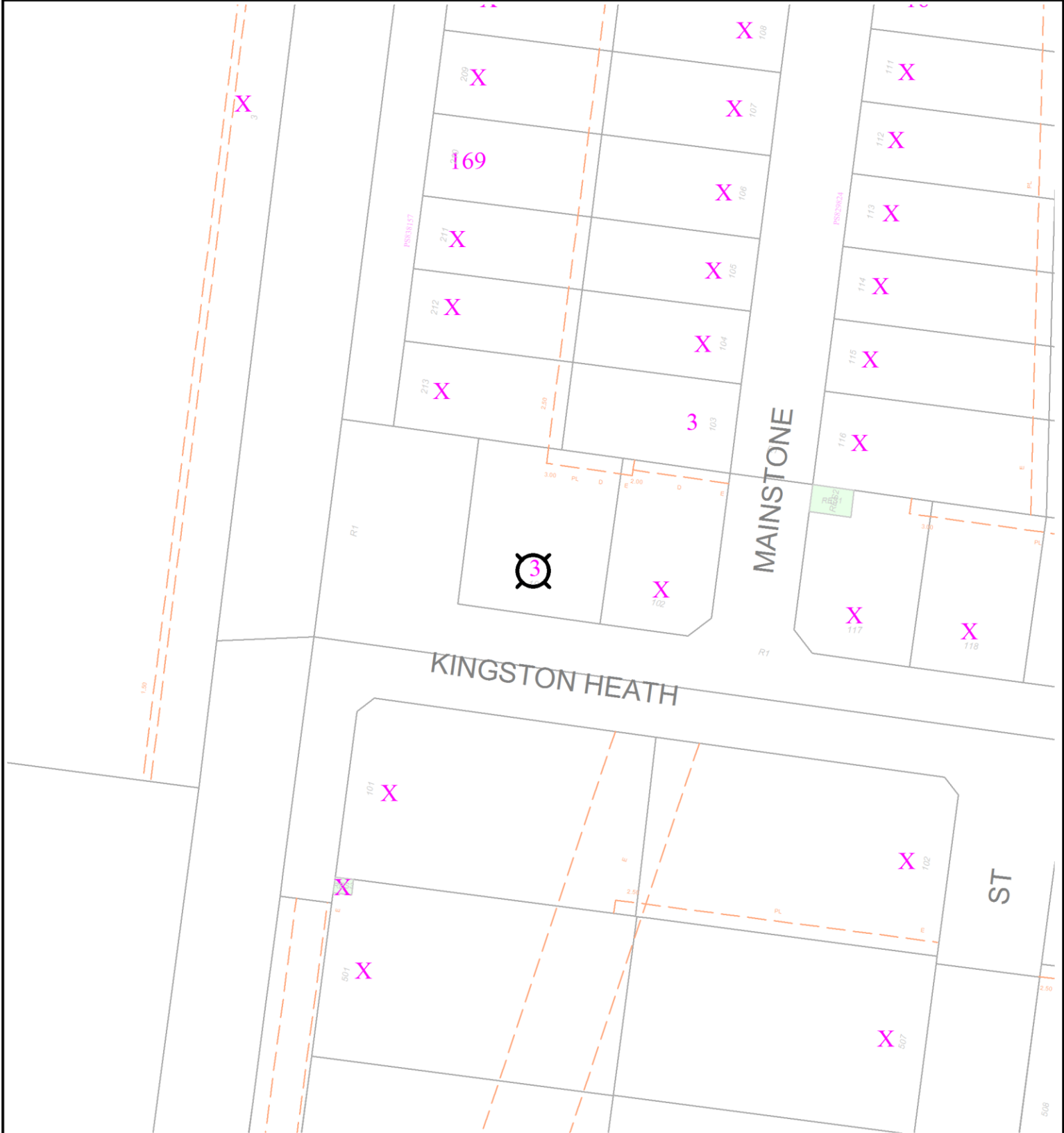
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



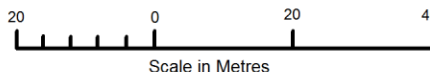
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

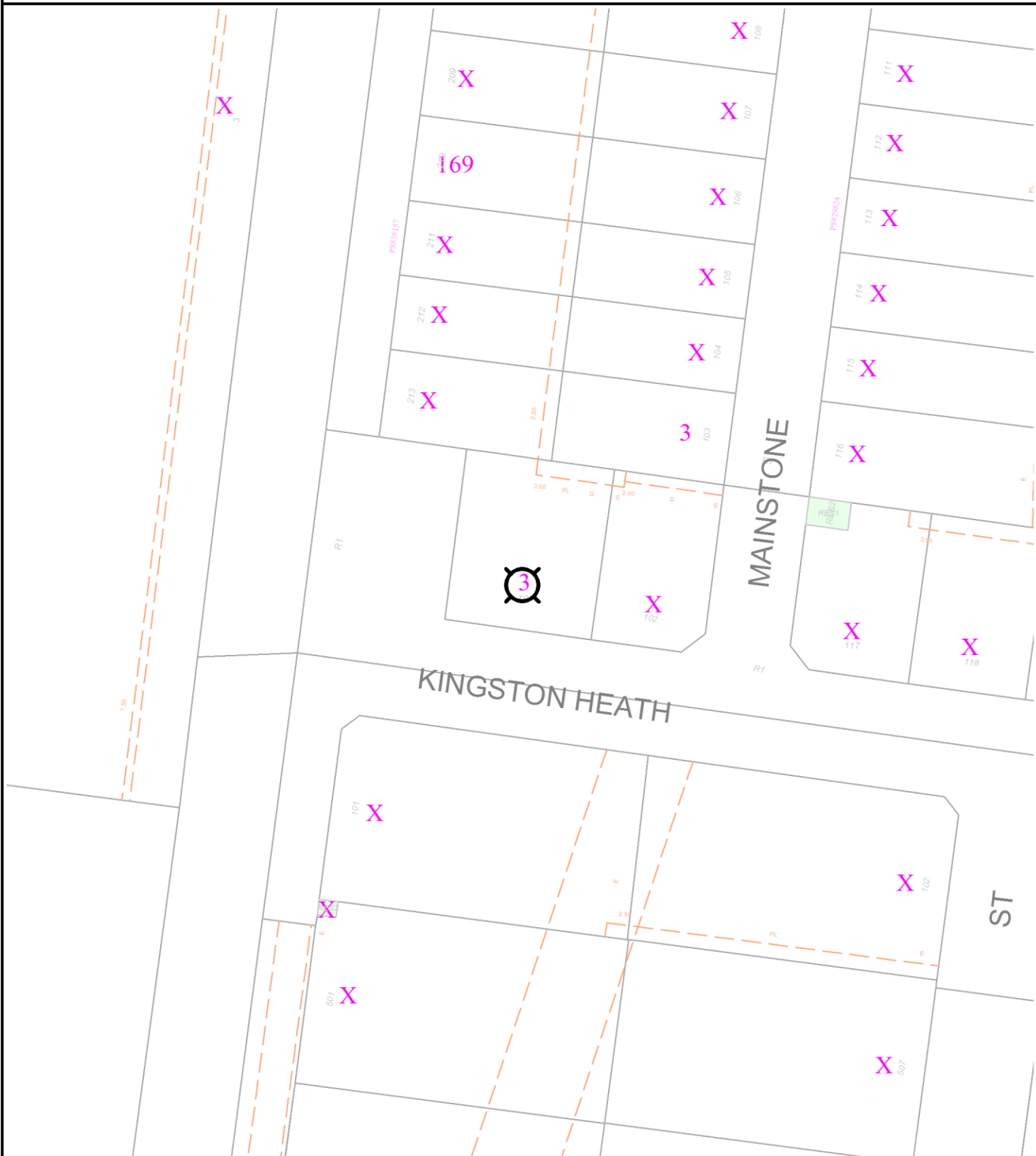


Property: Lot 101 3 KINGSTON HEATH DRIVE DROUIN 3818

Case Number: 43050593



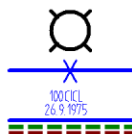
Date: 08DECEMBER2022



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement

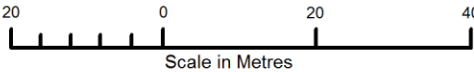


- Subject Property
- Water Main Valve
- Water Main & Services

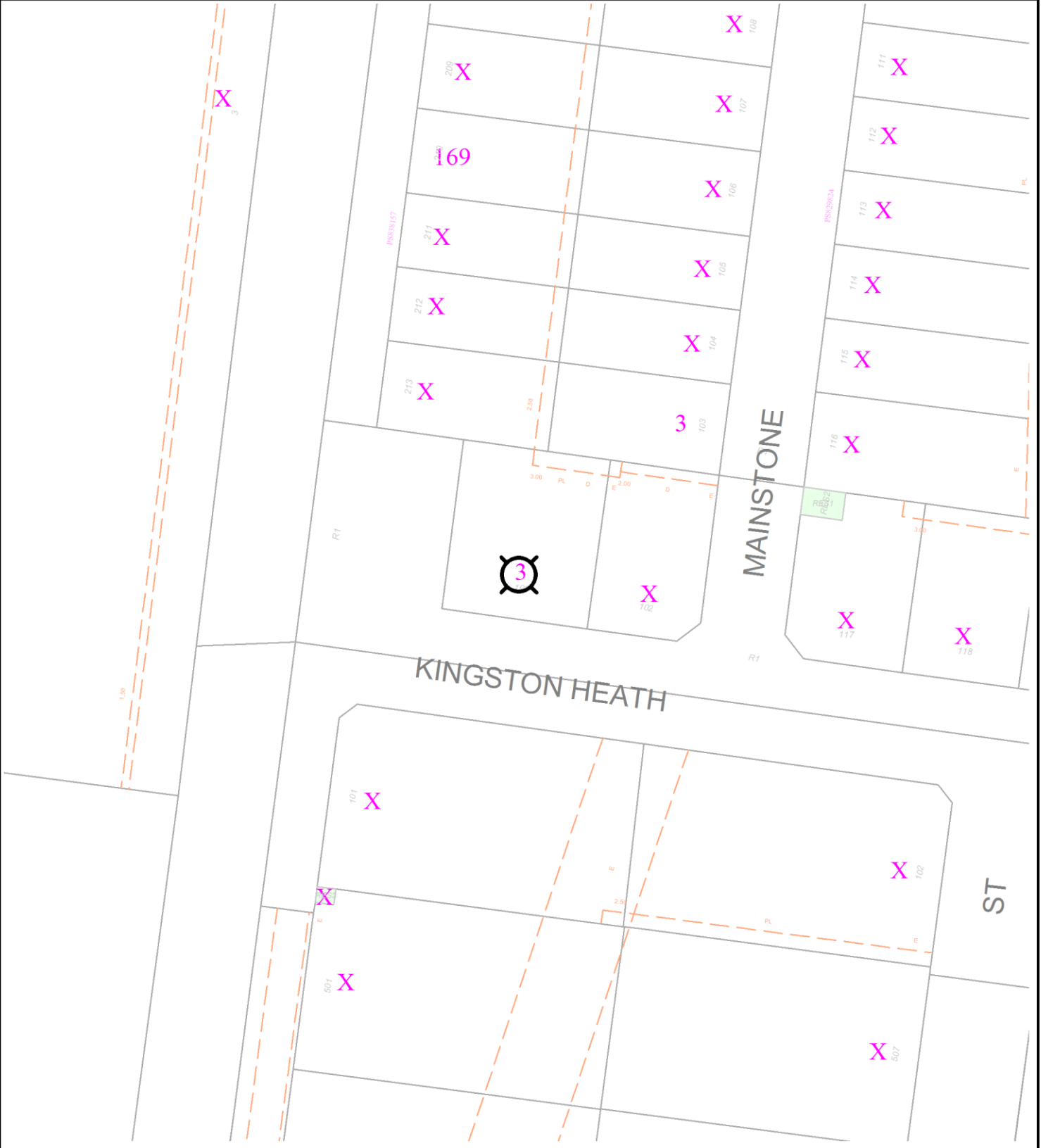
- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary



Case Number: 43050593



Date: 08DECEMBER2022



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			~ 1.0 Offset from Boundary

08 December 2022

Your Reference :
Our Reference:67245905-035-8
02008916-02

Landata

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

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

Applicant: Landata
Property Address: 3 Kingston Heath Dve Drouin Vic 3818
Information Statement No: 149546

Please find enclosed:

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

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

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

Yours sincerely

Nigel Gerreyn
MANAGER PROPERTY SERVICES

Section 158 Statement*(Water Act 1989)*

Date of Issue:	08/12/2022	Your Reference :	67245905-035-8
Information Statement No:	149546	Our Reference:	02008916-02
Property Address:	3 Kingston Heath Dve Drouin Vic 3818		
Property Details:	Lot 101 Plan PS829824		
Settlement Date:	28/02/2023		

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

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

Protection of Gippsland Water Assets:

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

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

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

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

Financial Statement

Date of Issue: 08/12/2022 **Your Reference :** 67245905-035-8
Information Statement No: 149546 **Our Reference:** 02008916-02

Property Address: 3 Kingston Heath Dve Drouin Vic 3818
Property Details: Lot 101 Plan PS829824
Settlement Date: 28/02/2023

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

Charges levied for billing period: 01 Nov to 28 Feb

Financial Information:

Brought Forward Balance	0.00
Sewer Scheme Charges	0.00

Adjustable Charges:

Water Service Charges	59.38
Wastewater Service Charges	272.81
Fire Service Charges	0.00
Commercial Trade Waste Charges	0.00

Non Adjustable Charges:

Wastewater Volumetric Charges	0.00
Notional / Usage Charges	129.79
Miscellaneous / Adjustments / Credits	-461.98

Total Outstanding **0.00**

(Please note: CR denotes a credit)



Bill Code: 3475
REF: 3680 0002 0089 1602 7
Pay by savings or credit card



Gippsland Water Authorised Officer:

Date: 8 December 2022



Solicitors
Updates Online
Tool

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

REGISTER TODAY

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

Important Information

Gippsland Water bill period:

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

Gippsland Water tariffs:

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

Adjustable and non adjustable charges:

Charges listed under the adjustable charges section are fixed service charges that are applicable to the property e.g. water availability charges. Charges listed under the non adjustable section are applicable to the customer e.g. notional/usage charges, these charges do not need to be adjusted.

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

Payment of Gippsland Water accounts:

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

Financial updates:

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

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

Notice of property transfer:

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

Validity of the Information Statement:

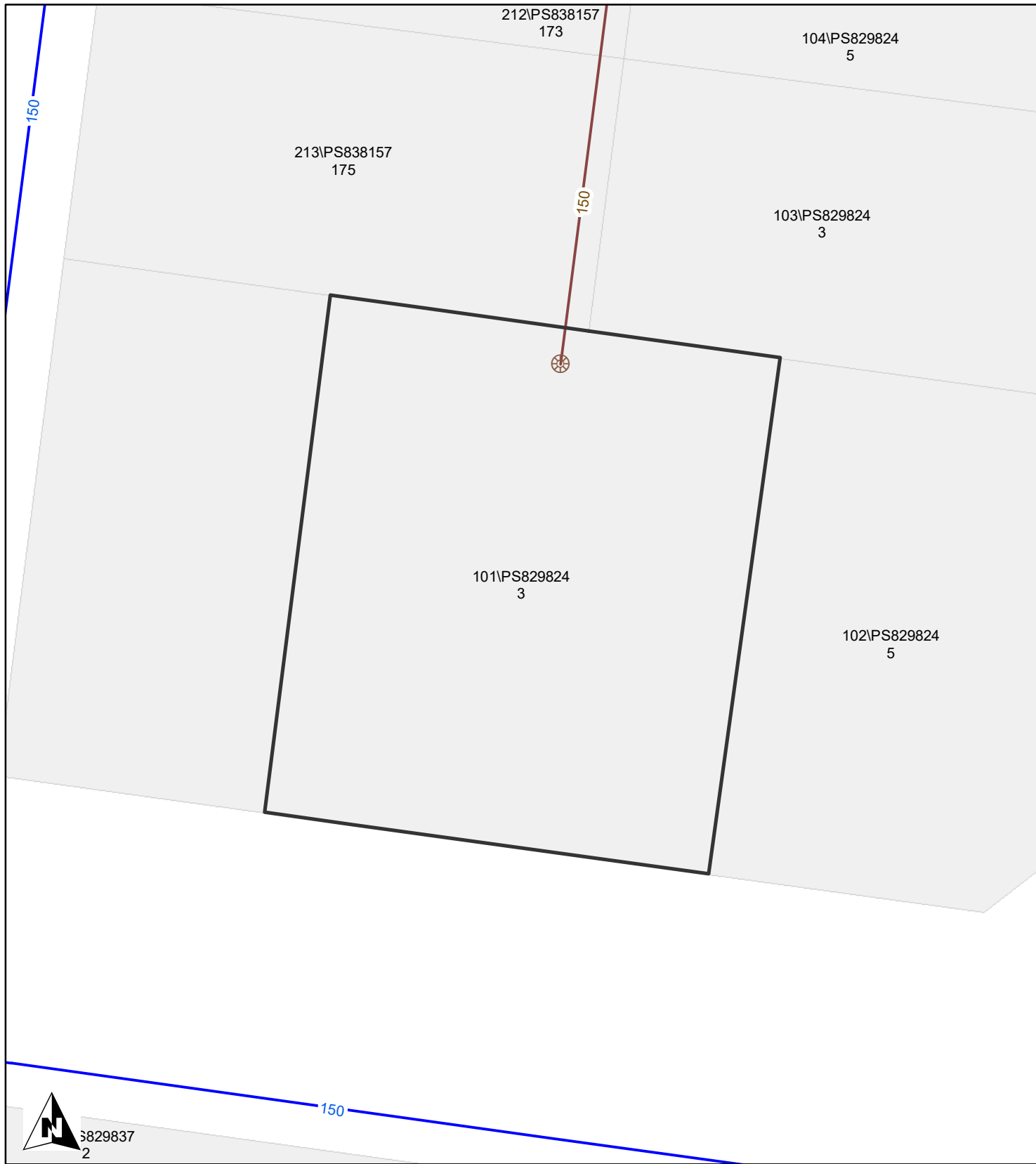
This Information Statement will be valid only to the end of the next billing period after the date of issue of this Information Statement.

Automatic eBilling Registration for new customers

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

www.gippswater.com.au/legal/privacy-policy





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



Gippsland Water Asset Plan

3 Kingston Heath Dve Drouin
Information Statement No: 149546
Date Issued: 8/12/2022



Water Pipes	Sewer Pipes	House Discharge Line	Maintenance Point	Collection Tank
— Reticulation	— Gravity	— House Discharge Line		
— Distribution	— Pressure			
— Transfer	— Rising Main			

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

FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT No. 4206790435418 ISSUED 02/06/2021

JOB NUMBER: 21/00789

Amendment A: alternative timber design 16/08/2021

Issued to

Owner/Agent of owner **SJD Homes Pty Ltd**
Postal address **433 Princes Highway, OFFICER**
Email **preconstruction@sjdhomes.com.au**

Telephone **03 9095 8000**
Postcode **3809**
ACN (if applicable) **067 270 857**

Ownership details

Owner **Melanie Thompson & Craig Vaughan**
Postal address **23 Bexley Boulevard, DROUIN**
Email **melthompson77@hotmail.com;craigavau@hotmail.com**

Telephone **0400 510 418**
Postcode **3818**
ACN (if applicable)

Property details

Number **3** Street/road **Kingston Heath Drive** City/suburb/town **DROUIN** Postcode **3818**
Lot/s **101** LP/PS **PS829824E** Volume **12300** Folio **186**
Municipal district **Baw Baw Shire Council**

Builder

Name **SJD Homes Pty Ltd** Telephone **03 9095 8000**
Address **433 Princes Highway, OFFICER** Postcode **3809**
Building practitioner registration no. **CDB-U 56523** ACN (if applicable) **067 270 857**
This builder is specified under section 24B(4) of the Building Act 1993 for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders

Name **Hayley Burton** Telephone **03 9095 8000**
Address **433 Princes Highway, OFFICER** Postcode **3809**

Building practitioner or architect engaged to prepare documents for this permit

Name	Company Name	Category / Class	Personal Reg No.	Company Reg No.
	SJD Marketing P/L T/A SJD Homes P/L	Builder	CDB-U 56523	CDB-U 56523
Ban Lim	Structerre Consulting Engineers	Civil Engineer	PE0000496	
Gervase Purich	Structerre Consulting Engineers	Civil Engineer	EC 46702	

Details of domestic building work insurance

The issuer or provider of the required insurance policy is **VMIA** and the policy number is **C586864**.

Details of relevant planning permit

Planning permit no. **N/A** Date of grant of planning permit.

Nature of building work

Description of building work **single storey dwelling and garage** Storey Contained **1**
Version of BCA applicable to permit **NCC 2019 Volume 2** Cost of building work for project: **\$361,611**
Stage of building work permitted **all** Total floor area of new building work **325 m²**

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

Building Classification

BCA	BCA Description	NOW	Part
1a(a)	Detached house	New Building	All
10a	Garage, carport, shed or storage facility	New Building	All of attached garage

Prescribed reporting authorities

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

Date Approved	Authority	Matter	Regulation
27 Nov 2020	Council	LPOD info from Council	133

Inspection requirements

The mandatory notification stages are:

Prior to placing a footing - concrete piers
Prior to placing a footing - strip footing
Foundation - pre waffle slab
Prior to placing a footing - slab reinforcement
Completion of frame
Final upon completion of all building work

Occupation or use of building

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

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

Commencement and completion

This building work must commence by **02/06/2022**.

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

This building work must be completed by **02/06/2023**.

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

Relevant building surveyor

Name: Watershed Building Consultants Pty Ltd
ACN: 118 532 755

Registration No. CBS-U 65767

Designated building surveyor

Name: M D Curtain

Registration No. BS-U 1590



Signature:

Conditions of Approval
Building Permit No. 4206790435418

1. The building permit has been issued pursuant to the *Building Act 1993* (the "Act"), the *Building Regulations 2018* (the "Building Regulations") and the *National Construction Code Series Building Code of Australia 2019 - Volume 2* (the "BCA"); and
2. The builder must carry out all building work authorised by this building permit in accordance with the building permit, approved plans and associated documents. No variations/departures from the approved plans will be accepted by the relevant building surveyor unless amended plans are submitted and approved prior to the commencement of the unauthorised building work; and
3. The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation instructions and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer. No substitution of products from BCA approved products will be accepted by the Relevant Building Surveyor; and
4. **Building is located in an area designated as prone to termite attack. As such termite protection is to be provided in accordance with AS3660; and**
5. **Dwelling is located in a bushfire prone area and as such is to be constructed to a minimum BAL of 12.5 as noted on the approved plans and AS3959 - 2009; and**
6. This building permit does not have the effect of amending or overriding any section 173 agreement, covenant of title, memorandum of common provision, agreement or condition imposed under the local planning scheme. It is not the responsibility of the relevant building surveyor to confirm compliance with any covenant, section 173 agreement or memorandum of common provisions or any other restriction which may exist on the property title or any other agreement entered into with an authority or

- other party . The owner is responsible to ensure compliance with any of the above restrictions and to obtain developer's approval (if required) prior to the commencement of the proposed building work; and
7. Contrary to what is shown on the approved plans, building work is only included as part of this building permit if it is written on the Form 2 building permit; and
 8. Excavations and fill utilising unprotected embankments to comply with Part 3.1.1.1 of BCA , Volume 2 and Table 3.1.1.1; and
 9. The following information and or certificates are to be provided with the application for Occupancy Permit or a request for a Certificate of Final Inspection:
 - (a) All plumbing compliance certificates from the plumber(s) engaged in the works; and
 - (b) An electrical safety certificate from an electrician engaged in the works; and
 - (c) A statement of compliance from the builder which confirms compliance with the relevant Australian Standards and approved plans and reports for matters such as wet areas, glazing, termites, bushfire, artificial lighting plan & energy report; and
 10. This permit does not remove or replace the need for an asset protection permit or equivalent consent or approval that may be required from the relevant council and a fee and/or a security that may be required to be paid under a Local Law of the relevant Council; and
 11. The building work shall be carried out wholly from within the allotment and without removing the boundary fences (unless otherwise agreed to by adjoining owner). It is the responsibility of the owner (or his or her agent) to check the location of boundaries and obtain a re-establishment survey and to seek legal advice before construction commences if there are any boundary discrepancies. The relevant building surveyor does not take any responsibility for any boundary discrepancies or building encroachments. This building permit does not authorise the demolition of any existing adjoining property building that encroaches the title boundary; and
 12. **Manufacturer's roof truss layouts and computations are to be submitted for approval prior to commencing work on the frame; and**
 13. Building work authorised under this permit requires an Occupancy Permit prior to lawful occupation of the building. An application for an Occupancy Permit (Form 15) must be submitted to our office together with the required compliance certificates.

ADDITIONAL GENERAL NOTES TO WORKING DRAWINGS

All work to comply with NCC BCA 2019 Volume 2 (NCC) and the relevant Australian Standards currently referenced under Part A4 of the NCC including the standards listed below:

Glazing to comply with AS1288 (Glass in buildings selection and installation)
 Windows to comply with AS2047 (Windows in building selections and installations)
 Roof sheeting to comply with AS1562 (Design and installation of sheet roof and wall cladding)
 Footings to comply with AS2870 (Residential slabs and footings)
 Timber framing to comply with AS1684.2 (Residential timber-framed construction)
 Roof tiles to comply with AS2049 (Roof tiles) and AS 2050 (Installation of roof tiles)
 Wet area to comply with AS3740 (Waterproofing of domestic wet areas)
 Termite protection to comply with AS3660.1 (Termite management for new building work).

GENERAL

- A minimum 10mm thick flexible bond breaker is to be provided between an existing footing on the adjoining property and a proposed new footing.
- Smoke alarms to comply with AS3786, to be hardwired and interconnected.
- A removable hinge is required to a toilet door when the door hinge is within 1.2m of the closet pan.
- Exhaust fans to discharge directly to the outside at a flow rate of not less than 25 l/s (bathroom, powder room, ensuite) or 40 l/s (laundry or kitchen systems), unless otherwise discharged into a ventilated roof space in accordance with BCA 3.8.7.4.
- A bedroom window which has a floor 2m or more above ground level, must be restricted from opening 125mm or more or be fitted with a screen with secure fittings, if the window is less than 1.7m from the floor.
- If installed, a minimum 2000L rain water tank is required to be connected to all toilets for the purpose of sanitary flushing.
- A balcony waterproofing membrane is to comply with AS4654.1 and AS4654.2.
- Gas heating appliances must be installed in accordance with the manufacturer's specification.

STAIRS AND BARRIER

- Risers to be maximum 190mm
- Goings to be minimum 240mm
- Maximum 125mm gaps between risers.
- All handrails to a flight of stairs must be continuous.
- A barrier (eg balustrading) must not allow a 125mm sphere to pass through it.
- Floors more than 4m above the surface beneath, any horizontal elements within the barrier (eg balustrading) between 150mm and 760mm above the floor must not facilitate climbing.
- The maximum doorway threshold is 230mm above the external finished surface.
- A landing must extent across the full width of the doorway.
- Stair treads to have a surface with a slip resistance classification not less than P3 or R10 (internal) or P4 or

R11 (external) or nosing strips trip with a slip resistance classification not less than P3 (internal) or P4 (external).

- A landing must be provided when the difference between the internal floor level and the finished ground level is greater than 570mm (3 risers).

DRAINAGE

- The stormwater drainage system must comply with AS3500.3 or AS3500.5.
- The stormwater drainage system must discharge to the legal point of discharge nominated by Council.
- The first metre around the perimeter of the dwelling must fall away a minimum of 25mm for a paved external surface and 50mm for a non-paved external surface.
- The internal finished floor level for the slab on ground must be a minimum 50mm above the external paved surface and 150mm above the external permeable surface.

FRAMING

- A wind classification of N2 applies to the site unless otherwise noted on the approved working drawings or structural plans and computations.
- Provide a minimum 150mm subfloor clearance to the underside of the bearer or minimum 400mm in a declared termite area.
- Subfloor ventilation to be provided with minimum aggregate openings of 6000mm² per metre of wall.
- Timber members for the deck and/or verandah must be suitable for external use and have a certain level of durability. For in-ground contact, the timber must be preservative-treated to H5. For above-ground use, the timber must be preservative-treated to H3.

MASONRY

- Masonry walls to comply with AS3700 or AS4773.1 and AS4773.2.
- Weepholes to be provided to masonry veneer walls at 1200mm maximum centres. Window head flashings are also required to be drained by weepholes at 1200mm maximum centres for openings greater than 1200mm in width. Weepholes are to be a minimum 75mm above the external finished ground level.
- Articulation joints must extend to the full height of the wall and be spaced in accordance with the working drawings or structural plans.

CLADDING

- An autoclaved aerated concrete wall is to comply with AS5146.1 and manufacturer's specifications.
- External walls to be provided with AS 4200.1 compliant vapour permeable membranes installed in accordance with AS 4200.2
- A metal wall cladding is to comply with AS 1562.1.
- A polystyrene wall cladding product must be accredited and installed in accordance with the manufacturer's specification.

Domestic Building Insurance

Certificate of Insurance

Melanie Thompson, Craig Vaughan

**23 Bexley Bvd
DROUIN
VIC 3818**

Policy Number:
C586864

Policy Inception Date:
02/03/2021

Builder Account Number:
006889

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: **3 Kingston Heath Drive DROUIN VIC 3818 Australia**

Carried out by the builder: **SJD MARKETING PTY. LTD.**

Builder ACN: **067270857**

! 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): **Melanie Thompson, Craig Vaughan**

Pursuant to a domestic building contract dated: **25/02/2021**

For the contract price of: **\$ 361,611.00**

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

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

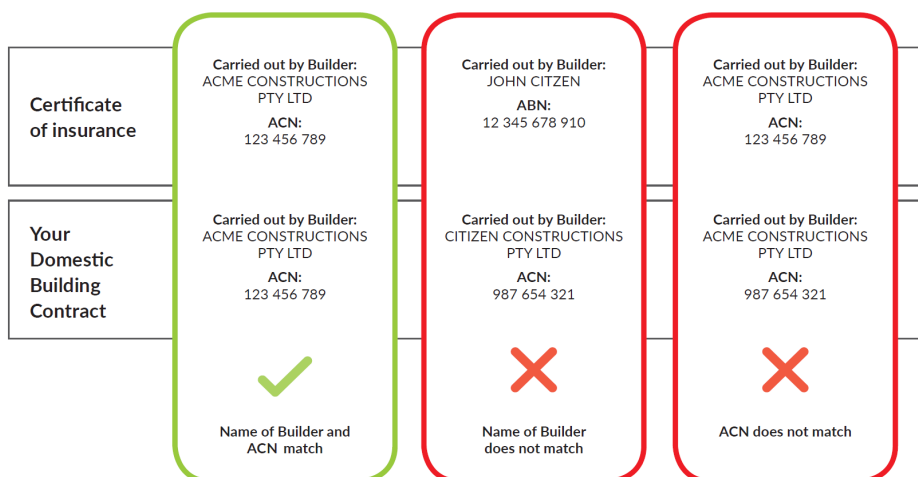
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,150.00
GST:	\$115.00
Stamp Duty:	\$126.50
Total:	\$1,391.50

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



FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

Occupancy Permit
For Building Permit Number: 4206790435418
Job No. 21/00789

Property details

Number 3	Street/road Kingston Heath Drive	City/suburb/town DROUIN	Postcode 3818
Lot/s 101	LP/PS PS829824E	Volume 12300	Folio 186
Crown allotment	Section	Parish	County
Municipal District Baw Baw Shire Council			

Building permit details

Building permit number **4206790435418**
Version of BCA applicable to building permit **NCC 2019 Volume 2**

Description of building work: **single storey dwelling and garage**

BCA	BCA Description	NOW	Part
1a(a)	Detached house	New Building	All
10a	Garage, carport, shed or storage facility	New Building	All of attached garage

Reporting authorities *(delete if inapplicable)*

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

Date Approved	Authority	Matter	Regulation
27 Nov 2020	Council	LPOD info from Council	133

Suitability for occupancy

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

Relevant Building Surveyor

Name: **Watershed Building Consultants Pty Ltd**

Registration No. **CBS-U 65767**

Signature:



Certificate Number: **4206790435418**

Date Of Issue: **03 March 2022**

Date of final inspection: **23 February 2022**

Conditions:

- This occupancy permit is invalid if the cooking appliances, hot water service and rain water tank (if applicable) are not installed prior to 'hand over' between the builder and the owner. The owner must contact Watershed Building Consultants on 9791 3355 (Dandenong) or 5176 5888 (Traralgon) if this condition is not met so that the Occupancy Permit can be cancelled immediately.