

# MAHONS LAWYERS

## VENDORS STATEMENT

A statement pursuant to Section 32 of the  
Sale of Land Act 1962 ("the Act")

Vendors: DAVID JOHN CUMMINGS  
MARIE CAROLYN CUMMINGS

Property: 34 Majors Road, Eaglehawk

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.

### 1 FINANCIAL MATTERS

(1.1) Information concerning any **rates, taxes, charges or other similar outgoings** (and any interest on them) are as follows:-

- (a) Their total does not exceed \$2,500.00
- (b) Are contained in the attached certificates
- (c) Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

**None to the Vendors knowledge**

(1.2) The **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 are as follows:-

Except for the Statutory Charges referred to in Item 1 hereof, none to the Vendor's knowledge.

### 2 INSURANCE

(2.1) **Damage and Destruction**

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

**Not Applicable**

(2.2) **Owner Builder**

Where there is a residence on the land which was constructed by an owner builder within the preceding six years, and section 137B of the Building Act 1993 applies, particulars of the required insurance are as follows:-

**Not Applicable** - No such insurance has been effected as the Owner Builder Works did not exceed \$16,000.00. A copy of the 137B Defects Report is attached.

### 3. LAND USE

#### (3.1) Easements, Covenants or other similar restrictions

- (a) Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-
- Easements affecting the land are as set out in the attached copy of title.
  - Covenants affecting the land are as set out in the attached copy of title.
  - Other restrictions affecting the land (if any) are as attached.
- (b) • Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

**To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land.**

*The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.*

#### (3.2) Road Access

There is access to the Property by Road.

#### (3.3) Bushfire

This land is in a designated bushfire- prone area under Section 192A of the Building Act 1993.

*The Purchaser should make their own enquiries in relation to any applicable bushfire protection standards for building works in designated bushfire prone areas as required by the Building Regulations 2006 through application of the Building Code of Australia*

#### (3.4) Planning Scheme

Attached is a certificate with the required specified information

### 4 NOTICES

#### (4.1) Notice Order Declaration Report of 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 of which the Vendor might reasonably be expected to have knowledge:-

**No such Notice has been issued to the Vendors knowledge other than as may be detailed in the certificate attached**

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

#### (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:

**None to the Vendors knowledge**

#### (4.3) Compulsory Acquisition

Particulars of any Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act, 1986 are as follows:

**None to the Vendors knowledge**

## 5 BUILDING PERMITS

Particulars of any Building Permit issued under the Building Act 1993 in the preceding seven years (required only where there is a residence on the land):-

**No such Building Permit has been granted to the Vendors knowledge other than as may be detailed in the certificate attached.**

## 6 OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the Owners Corporation 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

### (7.1) Work-in Kind Agreement

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

- |     |  |                          |
|-----|--|--------------------------|
| (a) | *The land is NOT to be transferred under the agreement unless the square box is marked with an "X"   | <input type="checkbox"/> |
| (b) | *The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" | <input type="checkbox"/> |
| (c) | *The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"  | <input type="checkbox"/> |

### 7.2. GAIC Recording

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

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

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

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

**Clause 7 does not apply to this property.**

## 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	X
Water supply	<input type="checkbox"/>
Sewerage	X
Telephone services	X

## 9 TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958 a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

## 10 ENERGY INFORMATION DISCLOSURE

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 (C'th):

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

### Not applicable

*Disclosure of this information is not required under Section 32 of the Sale of Land Act 1962 but may be included in this Vendor's Statement for convenience.*

Date of this Statement

	/		/	
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Names of the Vendors

DAVID JOHN CUMMINGS	MARIE CAROLYN CUMMINGS
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Signatures of the Vendors

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

Date of this acknowledgment

	/		/	
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Name/s of the Purchaser/s

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Signature/s of the Purchaser/s

X
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SAI Global Property Division Pty Ltd  
PO Box 447  
SOUTH MELBOURNE VIC 3205

### Land Information Certificate

This Certificate is issued under Section 229 of the Local Government Act 1989. The Rates & Charges for the year ending 30 June 2021 became payable on 1 July 2020. Overdue rates attract interest at the rate of 10.0% per annum.

**PROPERTY ADDRESS:** 34 Majors Road, EAGLEHAWK 3556  
**PARCEL DETAILS:** Lot 1 LP 94861

**ASSESSMENT NUMBER** 97318 0

Site Value	\$153,000	Level of Valuation	01-Jan-2020
Capital Improved Value	\$405,000	Valuation Operative	01-Jul-2020
Net Annual Value	\$20,250	Basis of Rate	C.I.V.

RATES & CHARGES	CURRENT AMOUNT LEVIED
General Rates	\$1,591.00
Garbage Charge	\$340.20
Fire Services Property Levy	\$134.85
<b>TOTAL LEVIED</b>	<b>\$2,066.05</b>
Arrears Outstanding	\$0.00
Current Legal Costs Outstanding	0.00
Arrears Legal Costs Outstanding	0.00
Interest to Date	\$0.00
<b>TOTAL OUTSTANDING</b>	<b>\$889.05</b>

Other Property Debt -	<b>\$0.00</b>
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**Total Outstanding for Property \$889.05**

Note: In accordance with Section 175(1) of the Local Government Act 1989, all outstanding rates and charges MUST be paid by the Purchaser when that person becomes the owner of the land.

## Refer to the back of this Certificate for Prescribed, General and Other Information.

111763



LEESA MEIN  
SENIOR COORDINATOR RATES & VALUATIONS



**Biller Code: 268813**  
**Ref: 973180**

**Please forward Notices of Acquisition to [acquisitions@bendigo.vic.gov.au](mailto:acquisitions@bendigo.vic.gov.au)**

Hearing or speech impaired?  
Call us via the National Relay  
Service on 133 677 or  
[www.relayservice.com.au](http://www.relayservice.com.au)  
and ask for 03 5434 6000

Greater Bendigo City Council  
Address: 15 Hopetoun Street, Bendigo  
Postal Address: PO Box 733, Bendigo VIC 3552  
T: 03 5434 6000  
E: [ratesenquiries@bendigo.vic.gov.au](mailto:ratesenquiries@bendigo.vic.gov.au)  
W: [www.bendigo.vic.gov.au](http://www.bendigo.vic.gov.au)  
ABN 74 149 638 164

## **PRESCRIBED INFORMATION**

This Certificate PROVIDES information regarding valuation, rates, charges, other moneys owing, and any orders and notices made under the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council.

This Certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant Authority. A fee may be charged for such information.

## **GENERAL INFORMATION**

There is no potential liability, other than any which may be shown on the front of this certificate, for rates under the Cultural & Recreational Lands Act 1963.

There is no outstanding amount, other than any which may be shown on the front of this Certificate, required to be paid for recreational purposes or any transfer of land required to the Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no monies owed, other than any which may be shown on the front of this certificate, under Section 227 of the Local Government Act 1989.

At the date of this Certificate, there are no notices or orders on the land that have continuing application under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the Council, other than any which may be shown on the front of this certificate.

Confirmation of the existence of any Housing Act 1983 Orders can be made by contacting Environmental Health & Local Laws at the City of Greater Bendigo, P O Box 733, Bendigo 3552, Telephone 03 54346000.

There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.

There is not any environmental upgrade charge in relation to the land which is owed under Section 181C of the Act.

The amounts shown on the front of this certificate includes any levy amount specified as being due in an assessment notice in relation to the land under Section 25 of the **Fire Services Property Levy Act 2012**.

## **RATES AND CHARGES**

Rates and Charges for financial year ending 30 June 2021. All Rates and Charges due in full 15 February 2021 or by four (4) instalments due 30 September 2020, 30 November 2020, 1 March 2021 and 31 May 2021.

Interest will be charged on payments received after the due dates at the rate of 10.0% p.a. This applies to both full payment and instalments.

## **OTHER INFORMATION**

This certificate is valid for 60 days from the date of issue. Amounts outstanding may vary if payments/adjustments are made after the issue date. It is the responsibility of the applicant to obtain an update prior to settlement. After the issue of this certificate, Council may be prepared to provide a verbal update of the information to the applicant about the matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Updates will only be provided to the applicant. Please also note that updates will not be provided after the 60-day period has passed, a new certificate will be required.

# Property Clearance Certificate

## Taxation Administration Act 1997



MAHONS WITH YUNCKEN & YUNCKEN VIA SAI GLOBAL  
PROPERTY  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

Your Reference:	66363277:101274812
Certificate No:	41883223
Issue Date:	04 FEB 2021
Enquiries:	ESYSPROD

Land Address: 34 MAJORS ROAD EAGLEHAWK VIC 3556

Land Id	Lot	Plan	Volume	Folio	Tax Payable
16023848	1	94861	8932	38	\$0.00

Vendor: MARIE CUMMINGS & DAVID CUMMINGS  
Purchaser: NA NA

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS MARIE CAROLYN CUMMINGS	2021	\$153,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$405,000
SITE VALUE:	\$153,000
AMOUNT PAYABLE:	\$0.00



# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

**Certificate No:** 41883223

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## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$153,000

Calculated as \$0 plus ( \$153,000 - \$0) multiplied by 0.000 cents.

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## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 41883223

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

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

### CARD



Ref: 41883223

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)





**Mahons with Yuncken & Yuncken via SAI Global Property  
MELBOURNE VIC 3000**

## Information Statement

**Service Address:** 34 Majors Road, Eaglehawk, VIC, 3556

Owner(s):	Title(s):
David John Cummings;Marie Carolyn Cummings	Lot 1, Lodged Plan, Plan Number 094861, Volume 08932, Folio 038, Parish of Sandhurst
<b>Account Calculation:</b>	
Fees and Charges	\$374.59
Scheme Arrears	\$0.00
<b>Total amount in arrears:</b>	<b>\$374.59</b>
Calculated charges from last billing date to 31-03-2021 as detailed on the following page/s.	\$53.51
<b>Amount Due:</b>	<b>\$428.10</b>

Information Statement Issue Date:

**9 February 2021**

Your Reference:

**66363277:101274815**

Settlement Date:

**31 March 2021**

Information Statement Number:

**ISN-0000016458**

Property Number:

**LOC-000038925**

Settlement Payment Reference:

**2000000389258**

Amount Due:

**\$428.10**

For information on the Victorian  
Government's *Target Your Water Use*  
program visit [www.targetyourwateruse.vic.gov.au](http://www.targetyourwateruse.vic.gov.au)

In accordance with Section 275 (1) of the Water Act (1989), the person /s who becomes the owner of the property must pay any amount that is a charge on that property under Section 274 (4A).

**Unless prior consent has been obtained, the Water Act (1989) prohibits:**

The erection and/or placement of any building, wall, bridge, embankment, fill or removal of earth, machinery or other structure on land over which an easement exists, or within one (1) metre laterally, of any works of Coliban Water.

**Property Number: LOC-000038925**  
**Service Address: 34 Majors Road, Eaglehawk, VIC, 3556**

**Details for Services provided and their tariffs:**

**WATER SERVICE FEE**

Service Number	Size	Date From	Date To	Days	Rate per day	Amount
SP-000037790	25mm	05-02-2021	31-03-2021	55	\$ 0.9730	\$53.51

**Encumbrances and other information:**

\* The water service to this property is on a "Supply By Agreement" basis. The attached agreement must be signed and returned along with the Notice of Acquisition. Failure to complete and return the Agreement may jeopardise future supply.

\* Not Sewered.

\* Could the applicant please phone for an update on this certificate prior to settlement.

\* Please note that all properties require a Special Meter Read unless the property is tenanted, is unconnected vacant land or for Section 32 purposes. Coliban Water no longer provides estimated water consumption and this Information Statement does not include water consumption charges since the property was last invoiced. Should a Special Meter Read not be conducted at the property any charges associated with water consumption from the last invoiced date up to the property settlement date will become the responsibility of the new property owner in accordance with the Water Act 1989 - Section 275.

\* Information Statements are valid for a period of 90 days from application date.

\* If you are making a settlement payment via PEXA, please use the biller code 39156 and the settlement payment reference number detailed on page 1. Once settlement is complete to ensure all the required information under the Water Act 1989, Section 159 continues to be provided to us during the property settlement process. Please advise all of the following details on the Notice of Acquisition/Disposition (with the relevant ownership details i.e. lot number/s, plan of subdivision number/s, volume number/s, folio number/s. The version of information being provided to the State Revenue Office (SRO) is adequate for our requirements.

**Revenue Services**

## Agreement details

### Item

- |    |                                       |   |
|----|---------------------------------------|---|
| 1. | Agreement number                      | LOC-000038925   |
| 2. | Date of Agreement                     | 09/02/2021  |
| 3. | Customer name                         |   |
| 4. | Customer address                      |   |
| 5. | Commencement date                     |   |
| 6. | Works from which water is to be taken | Directly or indirectly connected to Coliban Region Water Corporation Water Supply System  |
| 7. | Total annual volume                   | (As metered)  |
| 8. | Land upon which water is to be used   | 34 Majors Rd, Eaglehawk VIC 3556<br>Lot 1 LP094861 Volume 08932 Folio 038 Parish of Sandhurst   |
| 9. | Special conditions (if any)           | Connected by Private Extension <ul style="list-style-type: none"><li>• Connection is to be installed in accordance with the current version of the Plumbing Code of Australia</li></ul> |

This Agreement is made between the Coliban Region Water Corporation (hereinafter referred to as "Coliban Water") of 37-45 Bridge Street, Bendigo and the persons described in Item 3 of the 1<sup>st</sup> Schedule ("the Customer") on the date set out in Item 2.

This Agreement shall commence on the date set out in Item 5 of the 1<sup>st</sup> Schedule and shall continue until the 30<sup>th</sup> June next from that date, and, unless otherwise terminated according to the provisions of this Agreement, *the Water Act 1989* or (if applicable) *the Water Industry Act 1994*, shall automatically be renewed for each 12 month period thereafter.

Subject to the conditions contained in the 2<sup>nd</sup> Schedule and any special conditions contained in Item 9 of the 1<sup>st</sup> Schedule, the Customer may take and use water from the works of Coliban Water specified in Item 6 for use upon the lands specified in Item 8. The Customer shall take the water in the manner as agreed or specified by Coliban Water.

For the taking of water under this Agreement, Coliban Water and the Customer accept that the Customer may be required to install, operate and maintain certain private works of water supply as Coliban Water may require or approve.

The Customer agrees to pay the annual charges for the supply of water under this Agreement as are fixed from time to time by Coliban Water, and abide by the conditions contained in the 2<sup>nd</sup> Schedule.

Signature of Customer(s): \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Customer(s): \_\_\_\_\_

Date: \_\_\_\_\_

Signature for and on behalf of Coliban Water: \_\_\_\_\_

Date: \_\_\_\_\_

*Please note: This Agreement is not valid until a copy of this document signed by the Customer is returned to and signed by Coliban Water. This Agreement is personal to the Customer and is not transferrable. Refer to Clause 3.3(e) of the 2<sup>nd</sup> Schedule. Prospective purchasers are advised to contact Coliban Water on 1300 363 200 for advice.*

## 1 Definitions

In this Agreement unless the context otherwise indicates, the following terms and phrases have the following meanings:

"*Act*" means the *Water Act 1989*.

"*Annual charges*" means charges set annually by Coliban Water for supply of water applicable to this Agreement and may include an access or service fee, a consumption fee or any other fee for supply of water under this Agreement.

"*Coliban Water*" means the Coliban Region Water Corporation and shall include any successor body to Coliban Water carrying out its undertakings, whether under *the Act* or the *Water Industry Act 1994*, within the Coliban Water District.

"*Customer*" means the persons described in Item 3 of the 1<sup>st</sup> Schedule and their executors and administrators but does not include assigns or successors.

"*Customer Contract*" means the contract under which Coliban Water provides water supply, sewerage and trade waste services to its customers.

"*Item*" means an item numbered and set forth in the 1<sup>st</sup> Schedule.

"*Private works*" means works other than Coliban Water's works that are necessary or required by the Customer to take and use water under this Agreement.

"*Supply period*" means such periods during which the Customer may take water under this Agreement as are from time to time prescribed by Coliban Water as part of the operating instructions in respect of any of its works or any area or any systems or any combination of them.

"*Works*" includes reservoirs, dams, tanks, channels, conduits, races, pipes, pumps, valves, treatment plants, meters, fittings and apparatus, whether on, above, or under land.

## 2 Interpretation

2.1 The singular includes the plural and vice versa.

2.2 A word denoting any gender includes all genders.

2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and vice versa.

2.4 If the party consists of more than one person this Agreement binds them jointly and each of them severally.

2.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and shall also include any regulations made under such statutes as are in force from time to time.

2.6 All headings are for reference only and shall not be taken into account in the interpretation of this Agreement.

### 3 Customer's obligations

#### 3.1 The Customer shall:

- (a) prior to obtaining supply by Agreement, where no prior supply by Agreement was in place, pay to Coliban Water a non-returnable contribution as determined by Coliban Water towards the cost of the distribution system supplying the area. Details of the amount involved can be obtained from Coliban Water's Bendigo Office;
- (b) pay, when requested by Coliban Water, the annual charges applicable to this Agreement as fixed by Coliban Water from time to time;
- (c) using a registered plumber, construct and maintain in efficient working order as required by and to the satisfaction of Coliban Water from time to time, all necessary private works (including the installation of a backflow device) in accordance with the provisions of AS 3500 (National Plumbing and Drainage Code);
- (d) take water only in accordance with the provisions of this Agreement and the operating instructions issued from time to time by Coliban Water;
- (e) pay for any works necessary from time to time to maintain supply (including the provision of storage tanks) or to provide alternative means of supply in the event of any temporary or permanent changes to Coliban Water's assets or the operation of those assets; and
- (f) not object (on the grounds that the property is already supplied) to participation in any Scheme for the provision of a water main, proposed under the provisions of the *Water Act 1989*.

#### 3.2 The Customer shall, on the signing of this Agreement thereafter indemnify Coliban Water to the full extent permitted by law against all claims, damages, costs and expenses that Coliban Water may sustain, suffer or be put to now, or at any time in the future as a consequence of this Agreement.

#### 3.3 The Customer shall not:

- (a) take any water except:
  - (i) by the method or methods approved by Coliban Water; and
  - (ii) through a meter;
- (b) unduly waste any water taken;
- (c) without the prior consent of Coliban Water, interfere with, disconnect, bypass or remove any meter used for the purposes of this Agreement;
- (d) obstruct or interfere with the flow of water in or from the works of Coliban Water;
- (e) make available water supplied under this Agreement to any other party or use the water on any land other than that land described in Item 8; or
- (f) pollute any water in Coliban Water's supply system.

### 4. Coliban Water's obligations

#### 4.1 Coliban Water shall:

- (a) in accordance with the provisions of this Agreement allow the customer to connect to Coliban Water's works at a point nominated by Coliban Water.
- (b) allow the customer to receive water from Coliban Water's works in accordance with the provisions of Coliban Water's Customer Contract and this Agreement.

## 4.2 Coliban Water is not:

- (a) responsible for the supply of water beyond Coliban Water's water supply main.
- (b) under any obligation to supply water in any specific quantity, of any specific quality, in any specific volume, at any specific pressure or at any specific time. This paragraph shall apply whether or not Coliban Water is aware of the Customer's use or intended use of the water supplied.

*Note: Customers are advised that the water available at the point of supply may or may not be from a potable source and may therefore not be suitable for human consumption. Customers are also advised that water quality may further deteriorate in the customer's own works.*

- (c) responsible for the supply of water for fire fighting purposes.

## 4.3 Coliban Water may at any time authorise the Customer to take water to a greater or lesser extent than that specified in the 1<sup>st</sup> Schedule subject to the provisions of *the Act* and payment by the Customer of such further fee or charge (if any) and in accordance with any conditions Coliban Water may specify.

## 4.4 Coliban Water agrees that subject to the limiting provisions of this Agreement a customer may take water at any time convenient to the customer.

## 4.5 Coliban Water may from time to time make and issue operating instructions, and in so far as they are applicable to this Agreement, such operating instructions shall form part of the Agreement.

## 5 Reduction / cessation of supply of water

### 5.1 Coliban Water may reduce or restrict the quantity of water supplied to the Customer, or discontinue the supply of water to the Customer, if:

- (a) Coliban Water is, because of a shortage of water or for any other unavoidable cause, unable to supply the quantity of water which would otherwise be supplied to the Customer;
- (b) Coliban Water believes the reduction, restriction or discontinuance is necessary to avoid future water shortages;
- (c) any private works for the supply of water to the Customer are, in the opinion of Coliban Water, inadequate or not properly constructed or maintained and a notice to repair or rectify the private works has been given by Coliban Water to the Customer and not complied with within the time specified in the notice;
- (d) the Customer contravenes *the Act*, the regulations or this Agreement in relation to the misuse of water supplied to the Customer by Coliban Water or in relation to the taking of water;
- (e) the Customer contravenes or is in breach of this Agreement and has not complied with a notice given by Coliban Water within the time specified in that notice to rectify the breach; or
- (f) the Customer refuses or fails to pay any money due to Coliban Water for the supply of water to the Customer pursuant to this Agreement.

### 5.2 If Coliban Water reduces, restricts or discontinues the supply of water to a person in accordance with clause 5.1, Coliban Water is not liable to any claim or demand in respect of that reduction, restriction or discontinuance.

### 5.3 Any notice given under clauses 5.1 (a) and (b) shall, in addition to any other methods of service, be sufficiently given if it is advertised in a newspaper or newspapers generally circulating in the Coliban district.

## 6 Termination

- 6.1 This Agreement shall automatically terminate:
- (a) if the Customer ceases to be the owner of all or part of the land identified in Item 8 of the 1<sup>st</sup> Schedule,
  - (b) unless satisfactory arrangements are made with Coliban Water - where the Customer is indebted to Coliban Water for \$100 or more pursuant to this Agreement and that sum has been unpaid for more than 90 days beyond the due date for payment.
- 6.2 This Agreement may be terminated by Coliban Water:
- (a) where the Customer has, in the opinion of Coliban Water, breached or failed to observe any of the conditions of this Agreement and the Customer has failed to rectify such breach within the time specified in a notice given by Coliban Water requiring rectification of the breach;
  - (b) where the Customer has, in the opinion of Coliban Water, breached any provisions of *the Act*, the regulations or, where applicable, the *Water Industry Act 1994* and the Customer has failed to rectify such breach within 30 days of receiving notice by Coliban Water to do so; or
  - (c) in any other event - upon 6 months' notice to the Customer.
- 6.3 Notwithstanding the provisions of clause 6.2 of this Agreement Coliban Water agrees not to give any notice of termination under clause 6.2 (c) prior to the date (if any) set out in Item 9 of Schedule 1.
- 6.4 The Customer may surrender this Agreement at any time upon notice in writing to Coliban Water.

## 7 Effect of surrender or termination

- 7.1 No further supply will be taken.
- 7.2 No compensation is payable by Coliban Water to the Customer in respect of the termination of this Agreement in accordance with Clauses 5.1, 6.1 and 6.2.
- 7.3 On either the termination or surrender of this Agreement the Customer shall, if requested by written notice given to it by Coliban Water, remove or disconnect any private works. If the Customer does not commence and proceed diligently with the removal of such works within 14 days of such notice, Coliban Water may carry out the work and the cost of removal shall be a debt due from the Customer to Coliban Water and recoverable in any Court of competent jurisdiction.
- 7.4 New fees and charges will not accrue from the date that supply is physically disconnected although unpaid amounts applicable to that date remain until paid and may attract interest and other penalty charges until paid.

## 8 Measurement of water

- 8.1 The measurement of water shall be through a meter in accordance with the usual method adopted by Coliban Water.
- 8.2 Should a meter be removed, malfunction or fail to correctly record the volume of water, Coliban Water may compute the volume of water used or supplied using methods usually adopted by Coliban Water.



## 9 Notices

- 9.1 Where this Agreement provides for notice to be given to a person then, unless the Agreement provides otherwise, the notice must be in writing and may be given:
- (a) by delivering it personally to the person whom it is to be given;
  - (b) by pre-paid post addressed, to the person to whom it is to be given and if that person is the Customer, at the address last advised by the Customer to Coliban Water;
  - (c) by facsimile to the facsimile number of the addressee; or
  - (d) by any other method of electronic service or communication approved at law.
- 9.2 A notice or other communication is deemed served:
- (a) if hand delivered, upon delivery;
  - (b) if posted, on the expiration of two business days after the day of posting;
  - (c) If sent by facsimile prior to 5.00 pm on a business day - that day. If sent by facsimile after 5.00 pm - at 9.00 am on the next business day at the place where it is received; or
  - (c) if sent by any other method of electronic service or communication - at the time the notice or communication is transmitted to the person concerned.
- 9.3 The Customer shall notify Coliban Water of any change of address within one month of such change.

## 10 General

- 10.1 This Agreement shall be read and interpreted in conjunction with the provisions of the Coliban Water Customer Contract and any discrepancy between the two shall be read in favour of this Agreement unless otherwise agreed by both Coliban Water and the Customer.
- 10.2 The customer acknowledges that equity in any private works of water supply and the right to use those works shall vest in the tenement supplied, and such equity shall run with that tenement except where the works supply other tenements whereupon equity shall be deemed to be shared equally unless there is agreement to the contrary between the Customer and purchaser. In the event a tenement supplied under this Agreement is to be sold, the vendor shall notify the purchaser of this Agreement prior to the sale. Having equity in the private works shall not automatically mean the owner has the right to take supply from Coliban Water's assets. Prospective purchasers are advised to contact Coliban Water to ensure Coliban Water is prepared to issue a new Agreement in the name of the purchaser. Only when there is a valid Agreement can the new owner take supply.
- 10.3 Any application by the Customer for the connection of additional tenements to any private extension shall be assessed and dealt with at the discretion of Coliban Water
- 10.4 If any provision of this Agreement is held void or unenforceable by any valid arbitrator, Court or Tribunal, then to the extent possible at law that provision shall be struck out and the balance of this Agreement shall continue to apply.
- 10.5 Coliban Water may, from time to time, amend, vary or alter this Agreement or the terms and conditions upon which water is supplied, upon giving the Customer 30 days' notice in writing of its intention to do so, and such amendments shall take effect at the expiration of that 30 day period unless the Customer surrenders the Agreement under clause 6.4. Nothing in this clause shall entitle Coliban Water to terminate this Agreement otherwise than in the manner and at the time specified in this Agreement.
- 10.6 This Agreement shall be governed by the law relating to the State of Victoria.



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Mahons with Yuncken & Yuncken  
via SAI Global Property  
LEVEL 20 535 BOURKE STREET, MELBOURNE VIC 3000

Client Reference:

NO PROPOSALS. As at the 4th February 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

34 MAJORS ROAD, EAGLEHAWK 3556  
CITY OF GREATER BENDIGO

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 4th February 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 45116686 - 45116686113607 '<no reference>'

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 16 February 2021 01:48 PM

**Address:** 34 MAJORS ROAD EAGLEHAWK 3556

**Lot and Plan Number:** Lot 1 LP94861

**Standard Parcel Identifier (SPI):** 1\LP94861

**Local Government (Council):** GREATER BENDIGO **Council Property Number:** 199313

**Directory Reference:** VicRoads 603 P6

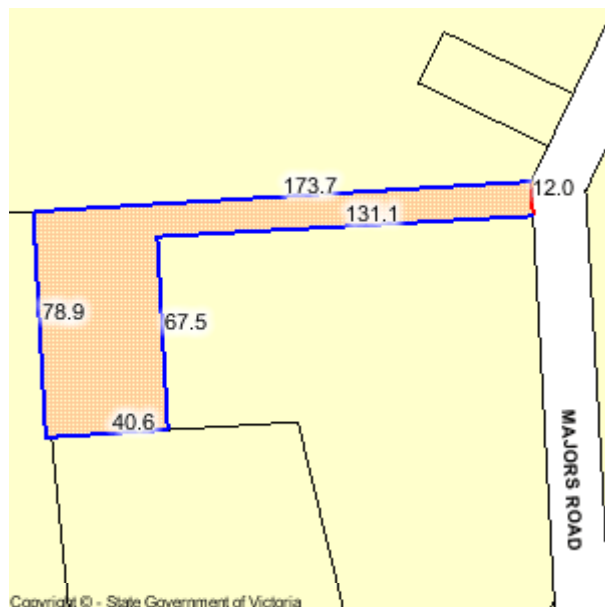
**This property is in a designated bushfire prone area.**

**Special bushfire construction requirements apply. Planning provisions may apply.**

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

### Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



**Area:** 4902 sq. m

**Perimeter:** 506 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

2 dimensions shorter than 3m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

### State Electorates

**Legislative Council:** NORTHERN VICTORIA

**Legislative Assembly:** BENDIGO EAST

### Utilities

**Rural Water Corporation:** Goulburn-Murray Water

**Urban Water Corporation:** Coliban Water

**Melbourne Water:** outside drainage boundary

**Power Distributor:** POWERCOR (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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

Read the full disclaimer at [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-disclaimer)

## Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)  
SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)

**Planning Overlays:** BUSHFIRE MANAGEMENT OVERLAY (BMO)  
DESIGN AND DEVELOPMENT OVERLAY (DDO)  
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 6 (DDO6)

## Areas of Aboriginal Cultural Heritage Sensitivity:

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

Planning scheme data last updated on 10 February 2021.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

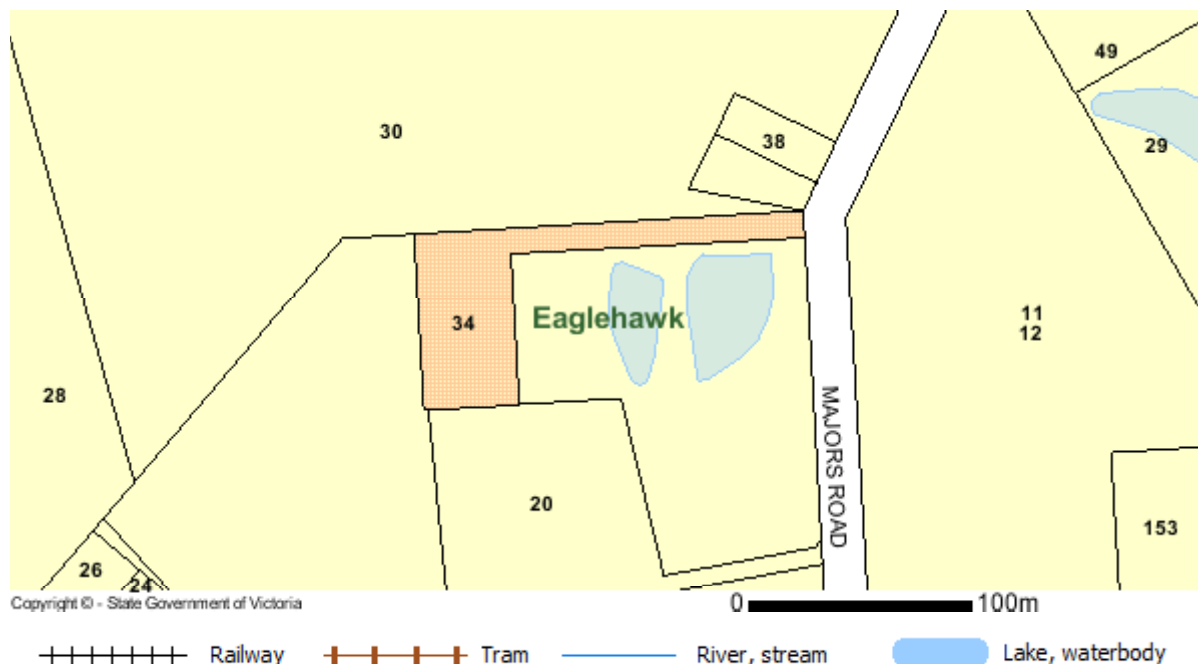
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this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

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

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

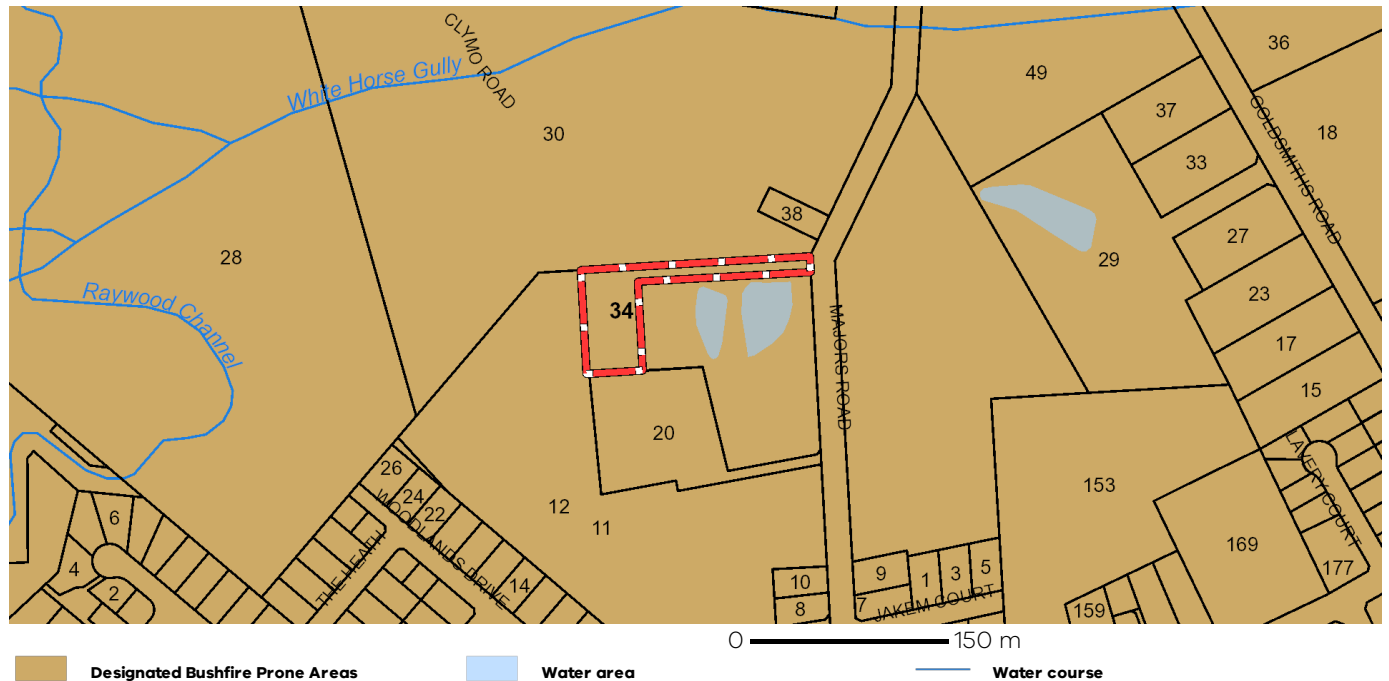
More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

## Area Map



## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area.**  
**Special bushfire construction requirements apply. Planning provisions may apply.**



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

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

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

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

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

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

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

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 04 February 2021 12:42 PM

## PROPERTY DETAILS

Address: **34 MAJORS ROAD EAGLEHAWK 3556**  
Lot and Plan Number: **Lot 1 LP94861**  
Standard Parcel Identifier (SPI): **1\LP94861**  
Local Government Area (Council): **GREATER BENDIGO**  
Council Property Number: **199313**  
Planning Scheme: **Greater Bendigo**  
Directory Reference: **Vicroads 603 P6**

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

[Planning Scheme - Greater Bendigo](#)

## UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**  
Urban Water Corporation: **Coliban Water**  
Melbourne Water: **Outside drainage boundary**  
Power Distributor: **POWERCOR**

[View location in VicPlan](#)

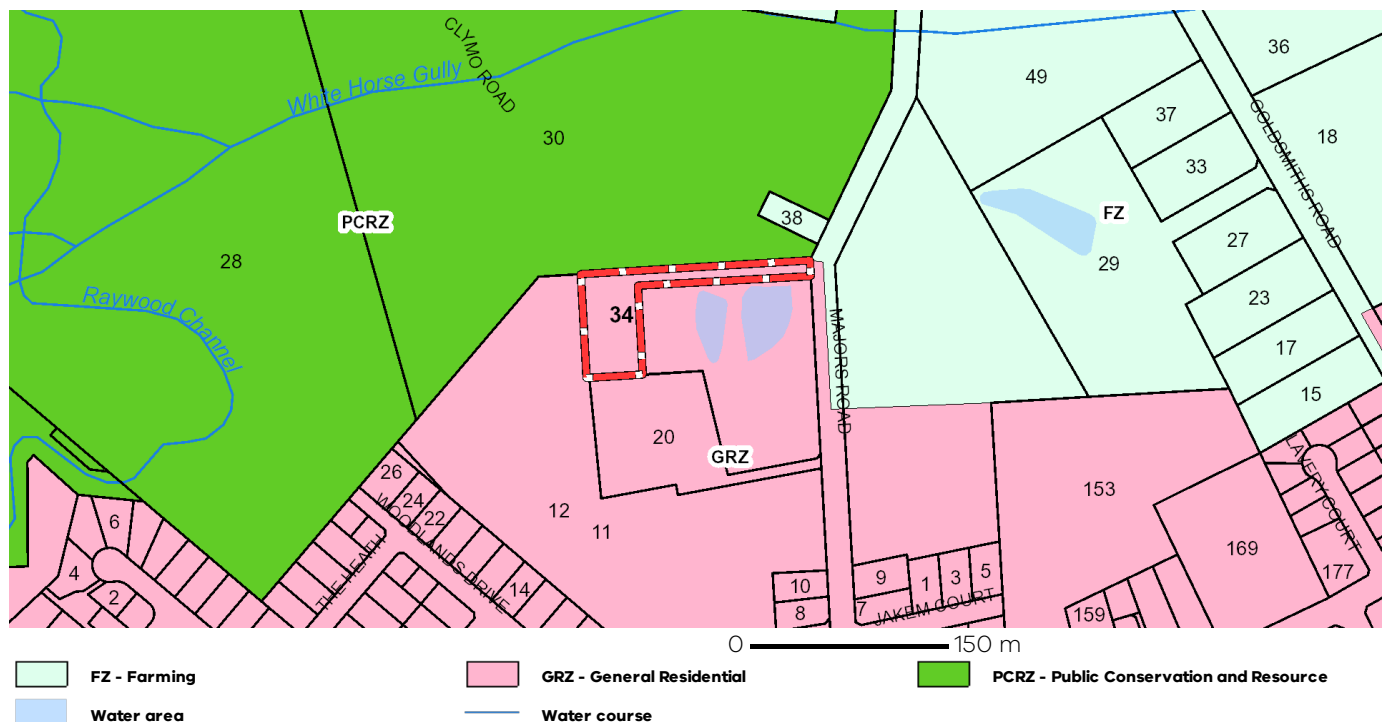
## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
Legislative Assembly: **BENDIGO EAST**

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

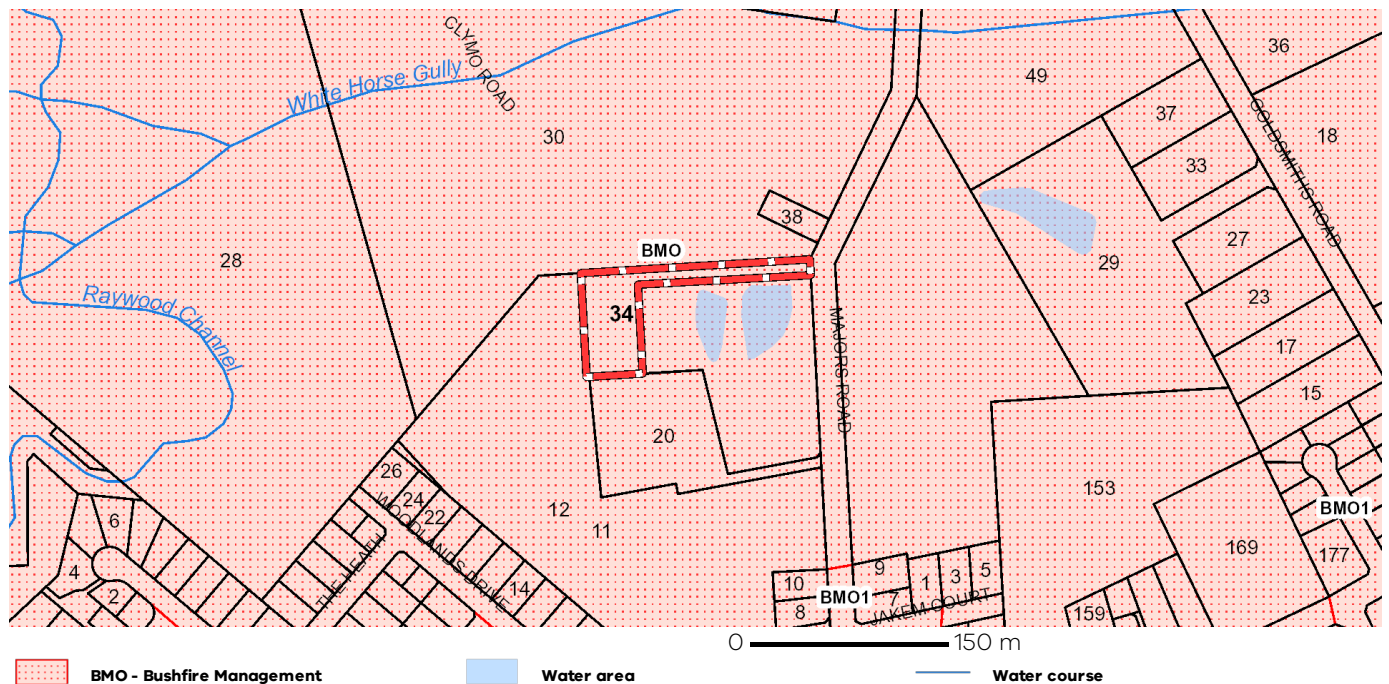
[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(GRZ\)](#)



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

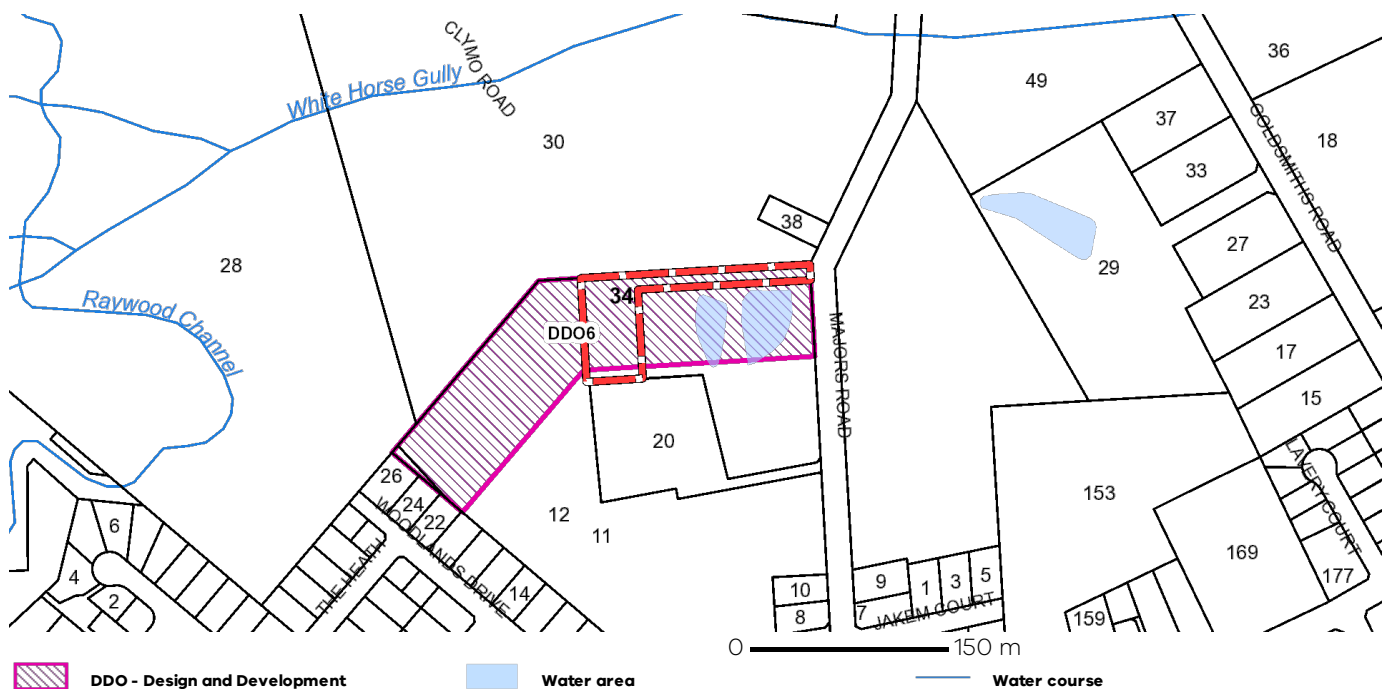
## Planning Overlays

### BUSHFIRE MANAGEMENT OVERLAY (BMO)



### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 6 (DDO6)





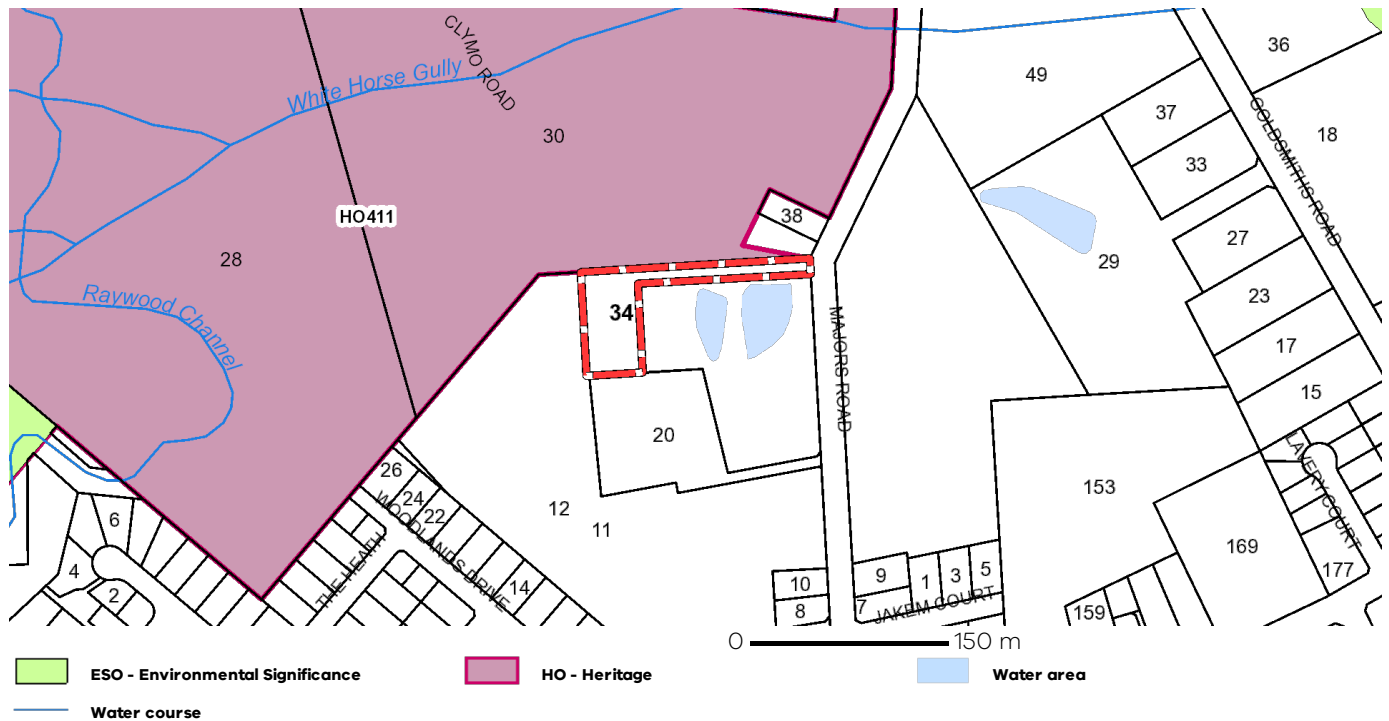
## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[HERITAGE OVERLAY \(HO\)](#)



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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

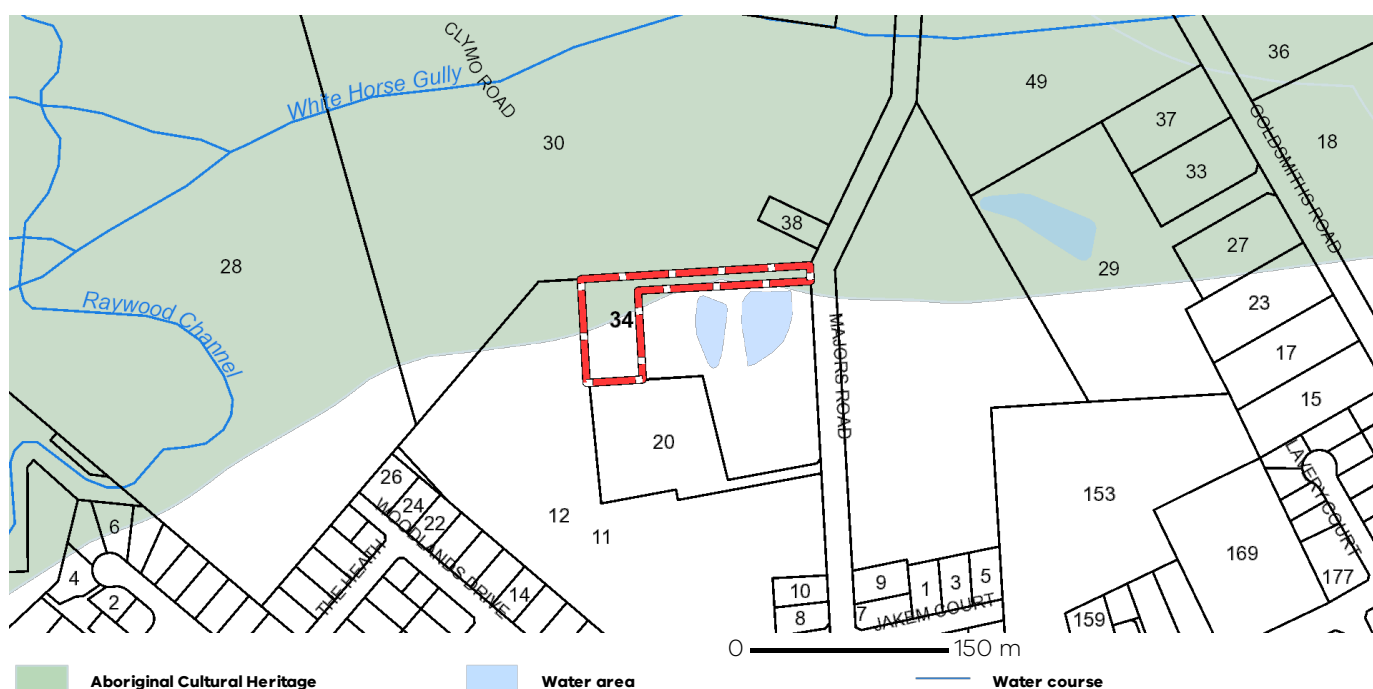
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



## Further Planning Information

Planning scheme data last updated on 3 February 2021.

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

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

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

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

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



# HISTORIC MINING ACTIVITY

## Form No. 692

---

04 February, 2021

**Property Information:**

Address: 34 MAJORS ROAD EAGLEHAWK 3556

**It is advised that:**

Our records do not indicate the presence of any mining activity on this site, and the site appears to be outside any known mined area. (4)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content.  
The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

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**For queries, contact:**

Department of Jobs, Precincts and Regions  
E-mail: [erd\\_info@ecodev.vic.gov.au](mailto:erd_info@ecodev.vic.gov.au)

## BUILDING PARTICULARS

### Pursuant to the Building Regulations 2018 Regulation 51(1)

SAI Global Property Division Pty Ltd  
PO Box 447  
SOUTH MELBOURNE VIC 3205

Property No. 199313

Applicant Reference: 66363277:101274816:52267

Property Details:	34 Majors Road, EAGLEHAWK 3556 Lot 1 LP 94861
-------------------	--

**(a) Details of any permit or certificate of final inspection issued in the preceding 10 years**

Permit No.	Description	Permit Status
------------	-------------	---------------

Unauthorised Works (No Permit) UW/47/2017	Construction of a pergola - acceptance of works	Completed
--	---	-----------

**(b) Details of any current determination made under regulation 64(1) or exemption granted under regulation 231(2)**

Council has no record of any current statement on this property.

**(c) Details of any current notice or order issued by the relevant building surveyor under the Act**

Council has no record of any current notice or order issued for this property.



**Hans Tracksdorf**  
**Municipal Building Surveyor**

Date of issue: 5 February 2021

**NOTE:** This information is provided by Council in a bona fide attempt to meet the request but Council will accept no liability for error or omission in the statement.

# House Inspection Services Pty Ltd

A.C.N.006 954 436 A.B.N 89 006 954 436

(Wholly owned by Members of the Australian Society of Building Consultants Inc.)

Correspondence to: [garry.whitfort@gmail.com](mailto:garry.whitfort@gmail.com)  
[libbypetersen@bigpond.com](mailto:libbypetersen@bigpond.com)

Telephone: 0418 367 644  
0418 508 112

## A REPORT ON DOMESTIC BUILDING WORKS - OWNER BUILDER CONSTRUCTION

PURSUANT TO THE BUILDING ACT 1993

JOB NO: 19360 SHEET 1 OF 6

### DWELLING & INSPECTION DETAILS

(Refer to Page 6 for exclusions)

DATE OF INSPECTION: 18<sup>th</sup> February 2021

DATE OF REPORT: 18<sup>th</sup> February 2021

#### PROPERTY DETAILS:

STREET NUMBER 34

STREET Majors Road

SUBURB/TOWN Eaglehawk

POSTCODE 3556

MUNICIPALITY City of Greater Bendigo

APPROXIMATE DATE OF FIRST OCCUPATION November 2017

#### OWNER(S):

NAME(S) D and M Cummings

CONTACT ADDRESS 34 Majors Road

Eaglehawk

POSTCODE 3556

TEL 0448 469 839

INSPECTOR: NAME GARRY WHITFORT QUAL. M.A.S.B.C.

Surveys and/or inspections shall be made only by a qualified Building Consultant or a person with no less than five (5) years experience in related industry.


INSPECTION DETAILS: TIME OF ARRIVAL 9.00am

TIME OF DEPARTURE 9.40am

PREVAILING WEATHER CONDITIONS: Fine

REPORT AUTHORISED BY HOUSE INSPECTION SERVICES PTY LTD

SIGNATURE: (RECOGNISED PERSON OR AGENT)



(Agent)

PRINTED NAME OF SIGNATORY: Rex Petersen – MASBC – MBDPs



<b>DESCRIPTIVE SUMMARY OF DOMESTIC DWELLING WORKS</b>
---

**SITE**

SIDE OF STREET <i>West</i>	SITE FALLS TO <i>Front</i>	FRONT DOOR FACES <i>North</i>
----------------------------	----------------------------	-------------------------------

**DOMESTIC BUILDING WORKS COVERED BY THIS REPORT**

<i>Construction of pergola supported on posts and steel brackets attached to the timber fascia board of existing dwelling. Install new cabinets, sink, tap and wall tiles to the kitchen.</i>
---

**CONSTRUCTION OF WORKS COVERED BY THIS REPORT**

FOOTINGS	<i>Concrete pads</i>	POSTS	<i>Timber</i>
FLOOR	<i>N/A</i>	WALL STRUCTURE	<i>N/A</i>
ROOF SHAPE	<i>Pitched</i>	WALL LINING (INTERNAL)	<i>N/A</i>
ROOF FRAME	<i>Timber</i>	WALL CLADDING (EXTERNAL)	<i>N/A</i>
ROOF CLADDING	<i>Steel/laser light</i>	CEILING LINING	<i>N/A</i>
WINDOW FRAMES	<i>N/A</i>	NO. OF STOREYS	<i>1</i>

**ROOMS INCLUDED IN WORK COVERED BY THIS REPORT**

BEDROOMS	<i>No</i>	LOUNGE/LIVING	<i>No</i>	FAMILY ROOM	<i>No</i>
SEPARATE DINING	<i>No</i>	PASSAGES	<i>No</i>	ENTRY HALL	<i>No</i>
KITCHEN	<i>Yes</i>	LAUNDRY	<i>No</i>	BATHROOM	<i>No</i>
TOILET ROOM	<i>No</i>	RUMPUS	<i>No</i>	GARAGE/CARPORT	<i>No</i>
VERANDAH	<i>No</i>	DECK	<i>No</i>	BALCONY	<i>No</i>
PERGOLA	<i>Yes</i>	SHED	<i>No</i>	SWIMMING POOL	<i>No</i>

**SERVICES CONNECTED TO WORK COVERED BY THIS REPORT**

SEWERAGE	<i>N/A</i>	GAS	<i>N/A</i>	WATER	<i>Yes</i>
HOT WATER SYSTEM	<i>Yes</i>	HEATING	<i>N/A</i>	DUCTED VAC.	<i>N/A</i>
ELECTRICITY	<i>N/A</i>	AIR COND.	<i>N/A</i>	SMOKE ALARM	<i>Yes</i>
DRAINS	<i>Yes</i>	INSINKERATOR	<i>N/A</i>	ALARM	<i>N/A</i>
GUTTERS & DOWNPIPES	<i>Yes</i>	INTERCOM	<i>N/A</i>	OTHER	<i>N/A</i>

**OTHER COMMENTS**


<b>SCHEDULE A</b>	<b>DEFECTS IN THE DOMESTIC BUILDING WORKS</b>
-------------------	---

THE FOLLOWING DEFECTS WILL BE EXCLUDED FROM THE COVER OF ANY INSURANCE THAT MAY BE REQUIRED TO BE PROVIDED BY THE OWNER BUILDER VENDOR UNDER THE BUILDING ACT 1993.

ANY ITEMS INCLUDED IN SCHEDULE D (INCOMPLETE WORK) SHALL BE CONSIDERED TO BE DEFECTS IN THE WORKS AND ALSO EXCLUDED FROM THE COVER PROVIDED.

*A1      Minor cracking and weathering in places to the timber frame work and paint work of the pergola where they are exposed to the elements.*

---



<b>SCHEDULE B</b>	<b>AREAS INACCESSIBLE AT THE TIME OF THE INSPECTION</b>
-------------------	---

- B1. Concrete pads.  
B2. Roof space to see if the screws fixing the steel brackets to the fascia board connect to any of the dwelling roof frame.
- 

NOTE: The Inspector carries a 3.6m ladder and areas not accessible with that ladder due to height or restricted access may not be inspected.

<b>SCHEDULE C</b>	<b>SECONDHAND MATERIALS USED</b>
-------------------	----------------------------------

A = Advised by Owner      S = Seen by Inspector      A & S = Advised & Seen

---

**SCHEDULE D    CONDITION & STATUS OF INCOMPLETE WORK**

THIS IS A DESCRIPTION OF WORKS NOT COMPLETED AT THE TIME OF THE INSPECTION. THEY WILL BE CONSIDERED TO BE DEFECTS IN THE WORKS AND ARE EXCLUDED FROM THE COVER OF ANY WARRANTY INSURANCE THAT MAY BE PROVIDED BY THE OWNER BUILDER VENDOR UNDER THE BUILDING ACT.



## DOMESTIC BUILDING WORKS - CONDITION REPORT PURSUANT TO THE BUILDING ACT 1993

This report is provided, pursuant to the Building Act 1993 Section 137B to the owner builder of the dwelling identified in this report. **You must provide to the Insurance Broker a copy of any building permits issued, any occupancy permits or certificates of final inspection issued (as applicable).** Your solicitor or conveyancer can assist you in obtaining these if you do not have them.

### Selling an owner-built house

Before entering into a contract to sell a home - including any alteration - built in whole or in part by a person other than a Registered Builder who provided a separate warranty policy and those works are less than six years six months old from the date of completion, the following steps must have been followed:

1. This inspection report, obtained by the owner builder, must be provided to the intending purchaser. (Note: this report must not be more than six months old at the time the contract of sale is signed.)
2. The owner builder must provide a copy of this inspection report to an appropriate insurer, and arrange insurance cover prior to the contract being signed.

A copy of the unsigned Contract of Sale (containing the conditions listed below) may be required by the insurer. The premium to be paid for the insurance will depend upon the insurer, on the age of the building work, and with house improvements, on the value of those improvements.

After the Contract has been signed, the owner builder may be required to send a copy, including any special condition pages, to the insurer. The house is then guaranteed in respect to non structural defects for the remainder of the two years after completion and in respect to all other loss and damage for the remainder of the six years after completion. (Note the insurance is only required for the period up to six years after completion while the report is required up to six years six months after completion.)

### Contract of Sale Conditions

The Contract of Sale should contain special conditions to the following effect:

1. The Purchaser acknowledges that prior to signing this contract, the Purchaser has received from the Vendor a copy of a report prepared by House Inspection Services Pty Ltd, a recognised person, and containing such matters as are required pursuant to Section 137B of the Building Act 1993.
2. The Vendors warrant that they have effected a policy of insurance in the name of the Purchaser (or in the case of a sale by auction the policy is subject only to completing the name of the Purchaser) which indemnified the insured against all losses and damage during the period of insurance which result from
  - (a) any breach of the warranties implied under Section 137C of the Building Act 1993 and
3. The Vendor warrants that all domestic building work carried out in relation to the construction by or on behalf of the Vendor of the home was carried out in a proper and workmanlike manner; and
4. The Vendor warrants that all materials used in that domestic building work were good and suitable for the

**PURCHASERS SHOULD MAKE THEIR OWN INQUIRIES ABOUT THE CONDITION OF THE BUILDING BEFORE ENTERING THE CONTRACT.**

purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

5. The Vendor warrants that that domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Act and the regulations.

**If a contract of sale has been entered into in contravention of the Act, the contract is voidable at the option of the purchaser at any time before completion of the contract.**

The guarantee applicable to the building is a guarantee against defects caused by the bad workmanship of the builder, but does not cover any defects identified in this report. Defects identified are those caused by bad workmanship or movement of the foundations. The report does not necessarily refer to routine maintenance items e.g. hairline plaster cracks or binding doors and windows. These may be caused by normal shrinkage.

Unless otherwise stated:

- no soil or other material has been excavated or removed,
- no plants or trees have been removed,
- no samples have been taken or tested,
- no fixtures, fittings, cladding or lining materials have been removed,
- building services have not been tested,
- no items of furniture or chattels have been moved,
- the roof has not been water tested,
- no enquiries of Drainage, Sewerage or Water Authorities have been made,
- no plans, specifications or other contract documents have been sighted for the purpose of inspecting the dwelling house and providing this report.
- no special investigations of insect attack (e.g. borer, termite etc.) has been made. Any reference to insect attack has been based on observation only and does not imply any expertise in these matters. Such a reference should be referred to appropriate experts and we recommend that a pest infestation inspection and report be undertaken.
- We have not inspected woodwork, or other parts of the structure which are covered, unexposed or inaccessible and we are therefore unable to report that any such part of the structure is free from defect.
- We have not and do not inspect aluminium composite panels with a polyethylene core used as a component of external walls.

***The information contained on this page should be taken as advisory only and although it is accurate to the best of our knowledge, it would be advisable to seek appropriate legal advice before acting upon it.***

Purchasers should obtain CSIRO pamphlet "Building Technical File No. 18" which is a guide to home owners on foundation maintenance and footing performance and read, understand and carry out the recommendations.

**The inspection recorded is not a termite or insect inspection and is not a pre-purchase inspection.**

**Register Search Statement - Volume 8932 Folio 038**

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

VOLUME 08932 FOLIO 038

Security no : 124087901940R  
Produced 03/02/2021 11:11 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 094861.  
PARENT TITLE Volume 07644 Folio 081  
Created by instrument LP094861 05/07/1972

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
DAVID JOHN CUMMINGS  
MARIE CAROLYN CUMMINGS both of MAJORS RD EAGLEHAWK  
P578052Q 18/12/1989

ENCUMBRANCES, CAVEATS AND NOTICES

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP094861 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

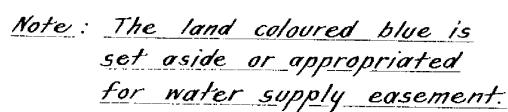
Additional information: (not part of the Register Search Statement)

Street Address: 34 MAJORS ROAD EAGLEHAWK VIC 3556

DOCUMENT END

**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 03/02/2021, for Order Number 66339898. Your reference: SWM:2210193.**

LP94861  
EDITION 1  
APPROVED 6/6/72



DEPTH LIMITATION: 50 FEET

[illegible]

SUBDIVISIONAL  
CERTIFICATE OF TITLE V. 7644 F. 081

FOR TITLE REFERENCES TO LOTS  
SEE PARCELS INDEX

LP 94861  
BACK OF SHEET 1

LODGED BY WATSON, JAMES & ROGERS

DEALING No. \_\_\_\_\_ DATE 23 / 3 / 72

DECLARED BY B.R. PATHE

ON 6 / 11 / 72

COUNCIL SHIRE OF MARONG

DATE OF CONSENT 1 / 3 / 72 ✓

PLAN MAY BE LODGED 1 / 1 / \_\_\_\_\_

PLAN APPROVED. DATE 6 / 6 / 72 TIME 10:30 <sup>a.m.</sup> ~~p.m.~~

THE LAND COLOURED BLUE  
APPROPRIATED OR SET APART  
FOR EASEMENTS OF WATER SUPPLY

## Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

**To:** Purchaser/recipient:

**Property address:** 34 Majors Road, Eaglehawk

**Lot no:** 1 **Plan of Subdivision:** 094861

The property is not new residential premises.

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

**From:** Vendor/supplier:

**Dated:** 19/02/2021

**Signed by or on behalf of the vendor/supplier:**

*S Morgan*

(Mahons Lawyers)

# Due Diligence Checklist

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

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

### Urban living

#### ***Moving to the inner city?***

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

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

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

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

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

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

### Soil and groundwater contamination

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

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



## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

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

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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