

Vendor Statement

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


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

The vendor may sign by electronic signature.

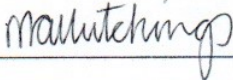
The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	21 Jobs Gully Road, Eaglehawk 3556
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Vendor's name	Mark David Hutchings	Date / /
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Vendor's signature		
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Vendor's name	Melissa Anne Hutchings	Date / /
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Vendor's signature		
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Purchaser's name		Date / /
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Purchaser's signature		
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Purchaser's name		Date / /
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Purchaser's signature		
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1. FINANCIAL MATTERS

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

(a) Their amounts are:

Authority	Amount	Interest (if any)
(1) City of Greater Bendigo	(1) \$1,754.65	(1)
(2) Coliban Water – water service fee	(2) 62.60 cents per day + consumption	(2)
(3) Coliban Water – sewerage service fee	(3) 188.12 cents per day	(3)

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

	To	
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Other particulars (including dates and times of payments):
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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 documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant 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 under 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:

Are contained in the attached certificates and/or statements.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

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)

Property Report from www.land.vic.gov.au on 11 September 2020 01:32 PM

Address: 21 JOBS GULLY ROAD EAGLEHAWK 3556

Crown Description: Allot. 588A Sec. M AT EAGLEHAWK, PARISH OF SANDHURST

Standard Parcel Identifier (SPI): 588A~MPP3473B

Local Government (Council): GREATER BENDIGO **Council Property Number:** 185146

Directory Reference: VicRoads 603 P10

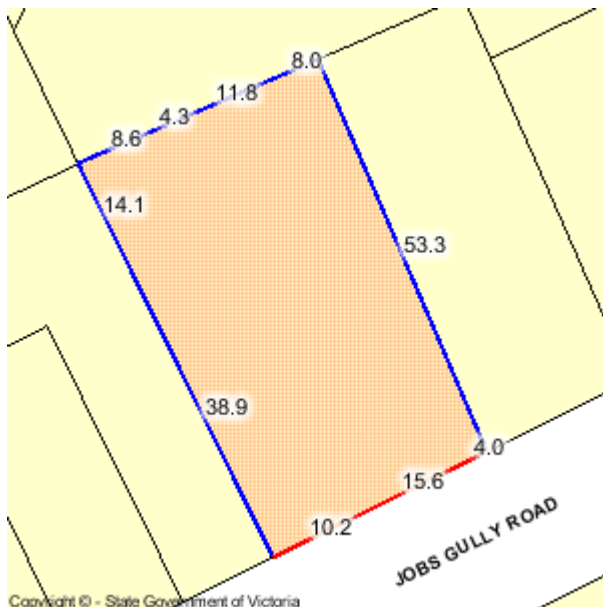
This property is not in a designated bushfire prone area.

No 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

Site Dimensions

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



Area: 1689 sq. m

Perimeter: 171 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.

1 dimension shorter than 2m 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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Planning Zone Summary

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

Planning Overlay: ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)

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 9 September 2020.

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

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>

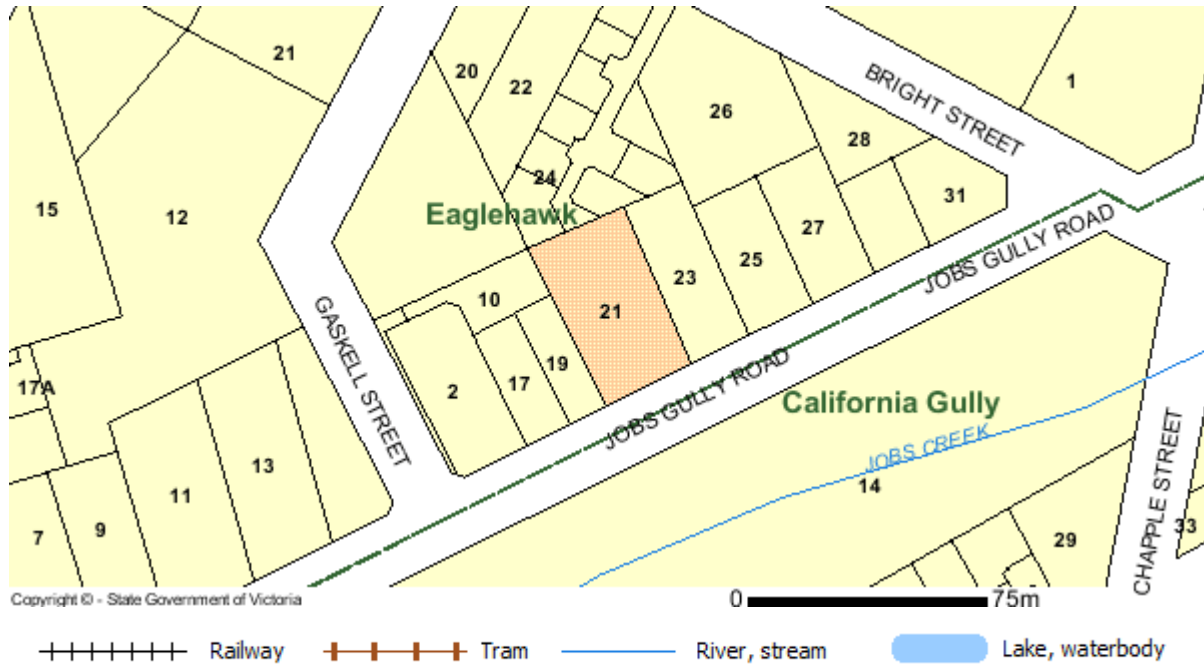
More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

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Area Map



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From www.planning.vic.gov.au on 11 September 2020 01:32 PM

PROPERTY DETAILS

Address: **21 JOBS GULLY ROAD EAGLEHAWK 3556**
 Crown Description: **Allot. 588A Sec. M AT EAGLEHAWK, PARISH OF SANDHURST**
 Standard Parcel Identifier (SPI): **588A-M\PP3473B**
 Local Government Area (Council): **GREATER BENDIGO** www.bendigo.vic.gov.au
 Council Property Number: **185146**
 Planning Scheme: **Greater Bendigo** planning-schemes.delwp.vic.gov.au/schemes/greaterbendigo
 Directory Reference: **VicRoads 603 P10**

UTILITIES

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

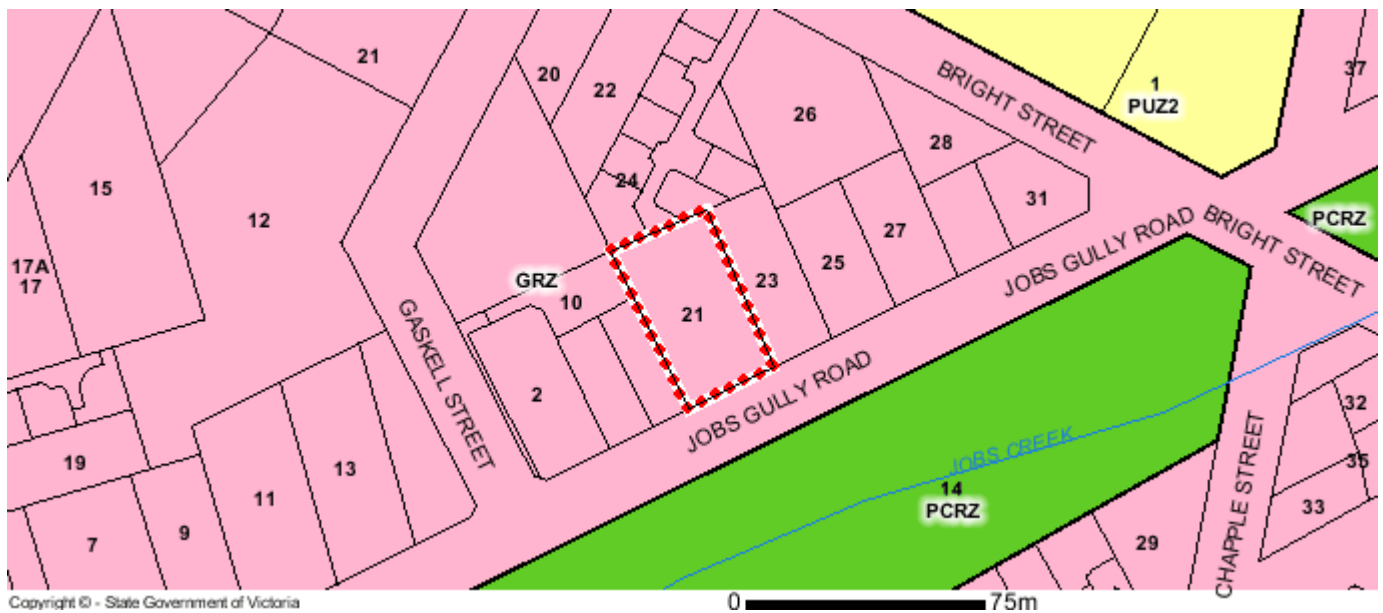
STATE ELECTORATES

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

Planning Zones

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

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



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GRZ - General Residential
 PCRZ - Public Conservation & Resource
 PUZ2 - Public Use - Education

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

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Planning Overlay

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

[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 \(ESO1\)](#)



 ESO - Environmental Significance

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

Planning Overlays

OTHER OVERLAYS

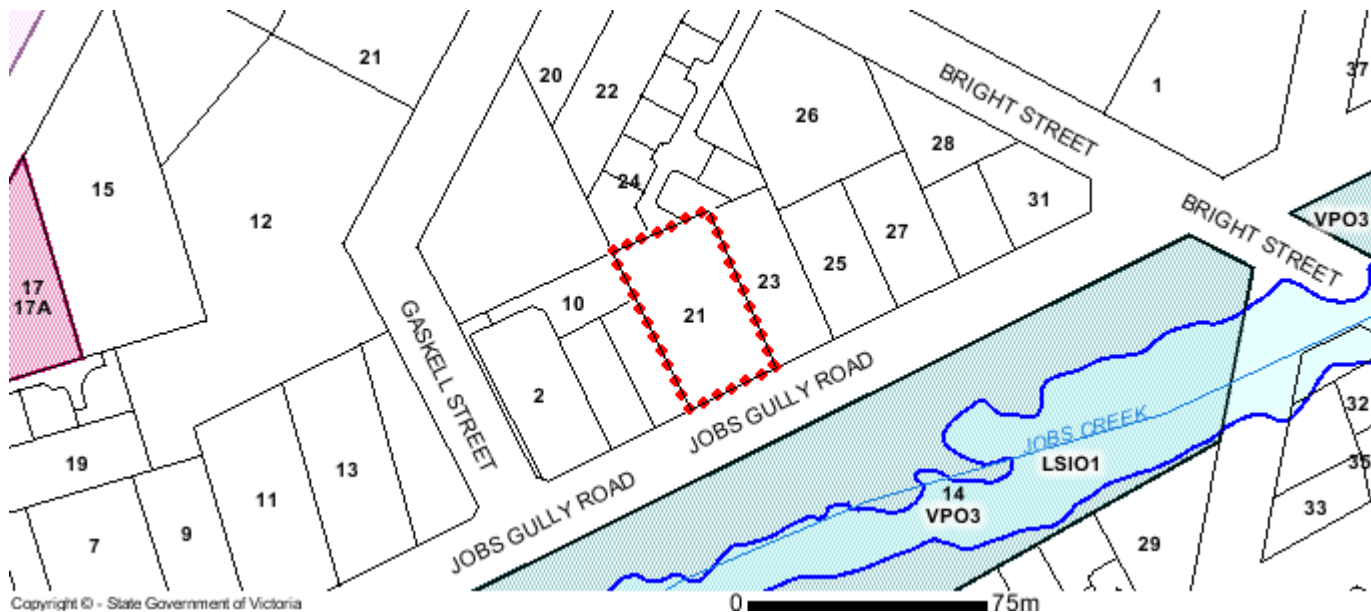
Other overlays in the vicinity not directly affecting this land

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

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

[NEIGHBOURHOOD CHARACTER OVERLAY \(NCO\)](#)

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



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- HO - Heritage
- LSIO - Land Subject to Inundation
- NCO - Neighbourhood Character
- VPO - Vegetation Protection

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 Aboriginal Heritage

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Further Planning Information

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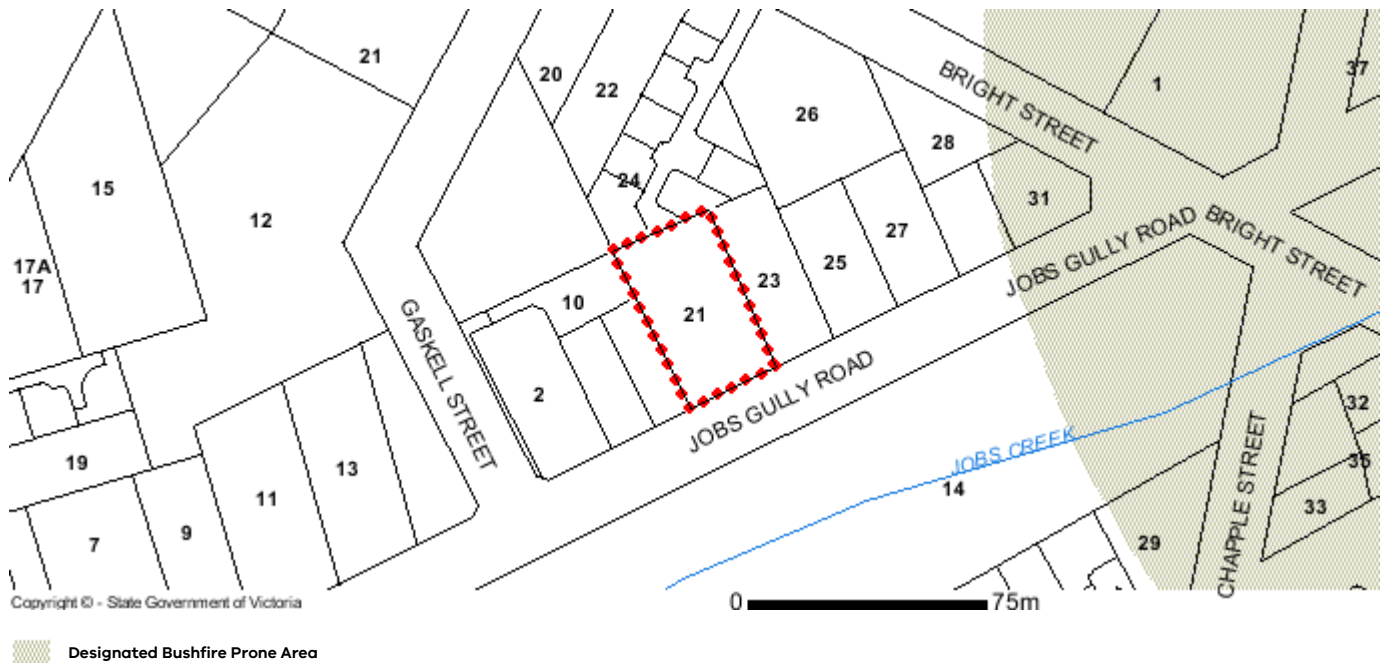
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



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

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

Designated bushfire prone areas maps can be viewed on VicPlan at <http://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 www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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

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

VOLUME 08821 FOLIO 989

Security no : 124085444732U
Produced 11/09/2020 01:29 PM

CROWN GRANT

LAND DESCRIPTION

Crown Allotment 588A Section M at Eaglehawk Parish of Sandhurst.

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

MARK DAVID HUTCHINGS
MELISSA ANNE HUTCHINGS both of BAWINANGA ABORIGINAL CORP PMB 102 WINELLIE NT
0822
AJ613067Y 20/04/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ613068W 20/04/2012
COMMONWEALTH BANK OF AUSTRALIA

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below. For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP425868W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 21 JOBS GULLY ROAD EAGLEHAWK VIC 3556

ADMINISTRATIVE NOTICES

NIL

DOCUMENT END

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who is licensed by the State of Victoria to provide this information via LANDATA® System.

TITLE PLAN		EDITION 1	TP 425868W
Location of Land Parish: AT EAGLEHAWK PARISH OF SANDHURST Township: M Section: M Crown Allotment: 588A Crown Portion: Last Plan Reference: Derived From: VOL 8821 FOL 989 Depth Limitation: 50 FEET		Notations SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 8821 FOL. 989 AND NOTED ON SHEET 2 OF THIS PLAN ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	
Description of Land / Easement Information		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 29/05/2000 VERIFIED: GB	
LENGTHS ARE IN LINKS		Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 2 sheets

TITLE PLAN		TP 425868W
LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT		
<p style="text-align: right;">All THAT PIECE OF LAND in the said</p> <p>State containing one rood and twenty-seven perches more or less being Allotment five hundred and eighty-eight^A of Section M at Eaglehawk in the Parish of Sandhurst County of Bendigo</p> <p>delineated and colored yellow in the map in the margin hereof PROVIDED that this Grant is made subject to—</p> <p>(a) the reservation to Us Our heirs and successors of—</p> <p style="padding-left: 20px;">(i) all gold silver uranium thorium and minerals within the meaning of the <i>Mines Act</i> 1958 and petroleum within the meaning of the <i>Petroleum Act</i> 1958 (hereinafter called "the reserved minerals");</p> <p style="padding-left: 20px;">(ii) rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the said land ;</p> <p style="padding-left: 20px;">(iii) rights for access and for pipe-lines works and other purposes necessary for obtaining and conveying on and from the said land any of the reserved minerals which is obtained in any part of the said land ;</p> <p>(b) the right to resume the said land for mining purposes pursuant to section 205 of the <i>Land Act</i> 1958 ;</p> <p>(c) the right of any person being the holder of a miner's right or of a mining lease or mineral lease under the <i>Mines Act</i> 1958 or any corresponding previous enactment to enter on the said land and to mine for gold or minerals within the meaning of that Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those under which such a person has now the right to mine for gold and silver in and upon Crown lands provided that compensation as prescribed by Part II. of that Act is paid for surface damage to be done to the said land by reason of mining thereon.</p>		
LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 2 of 2 sheets

FORM 17

REGULATION 200

BUILDING ACT 1993

BUILDING REGULATIONS 2018

CERTIFICATE OF FINAL INSPECTION

PROPERTY DETAILS:

Number: 21	Street/road Jobs Gully Road	City/suburb/town: EAGLEHAWK	Postcode: 3556
Lot/s:	LP/PS/TP: TP 425868W	Volume 08821	Folio 989
Crown Allot: 588A	Section: M	Parish: Sandhurst	County:
Municipal District: Greater Bendigo City Council	Property		

BUILDING PERMIT DETAILS:

Building permit number: BS-U 22784/20180223/0.

Version of BCA applicable to building permit:Volume 2 2016

DESCRIPTION OF BUILDING WORK:

Demolition of existing rear shedding.

Part of building:	BCA Classification of building:	Permitted use:
Demolition	10a	Garage, carport, shed or storage facility domestic

MAINTENANCE DETERMINATION:

A maintenance determination is **not** required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

RELEVANT BUILDING SURVEYOR:

Name:Paul Comer **Building Practitioners Registration No:** BS-U 22784

CERTIFICATE NUMBER:20180223/0

DATE OF ISSUE: 18 June 2019.



Signature:

** Delete if inapplicable*

Note: This certificate of final inspection is not evidence that the building, part of the building or building work listed above complies with the Building Act 1993 or the Building Regulations 2018.

CONTACT	LOCATION	SERVICES
Bendigo Building Services 03 5443 9649 info@bendigobuildingservices.com.au ABN: 68794833400	70 Garsed Street Bendigo Victoria 3551	Building Permits Inspections Essential Safety Measures Owner Builder 137B Reports



PLANNING PERMIT

Permit No. **DS/655/2016**
 Planning Scheme: **Greater Bendigo Planning Scheme**
 Responsible Authority: **Greater Bendigo City Council**

ADDRESS OF THE LAND: **21 Jobs Gully Road, EAGLEHAWK 3556
 CA 588A Sec M**

THE PERMIT ALLOWS: **3 Lot subdivision**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. **PLANS TO BE ENDORSED**
 The plans to be endorsed and which will then form part of the permit are the plans submitted with the application.
2. **LAYOUT PLANS**
 The subdivision, as shown on the endorsed plans, must not be altered without the prior written consent of the responsible authority.
3. **EASEMENTS**
 All existing and proposed easements and sites for existing and required utility services and roads must be set aside in favour of the relevant authority for which the easement or site is to be created on the plan of subdivision submitted for certification under the Subdivision Act 1988.
4. **REFERRAL OF PLAN**
 The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with section 8 of that Act.
5. **PUBLIC OPEN SPACE CONTRIBUTION**
 Before the statement of compliance is issued the applicant or owner must pay to the responsible authority a sum equivalent to 3.5% of the site value of all the land in the subdivision.
6. **REMOVAL OF OUTBUILDINGS**
 Prior to the issue of statement of compliance the existing outbuildings on Lot 3 must be removed from the site.
7. **ACCESS**
 The subdivision must ensure minimum sight lines for pedestrian safety are provided at the exit driveway frontages to comply with Clause 52.06-8.

The driveways to Lots 1 and 3 between the property boundary and the kerb must be constructed in accordance with the Infrastructure Design Manual SD 240. Any new driveway to Lot 2 between the property boundary and the kerb must be constructed in accordance with the Infrastructure Design Manual SD 240. A Works Within Road Reserve Permit must be obtained from Council's Engineering and Public Space Unit prior to commencing this work. (A Planning Permit is not a Works Within Road Reserve Permit)

**Signature for the
 Responsible Authority**

Date Issued: 21 December, 2016



PLANNING PERMIT

Permit No. **DS/655/2016**
 Planning Scheme: **Greater Bendigo Planning Scheme**
 Responsible Authority: **Greater Bendigo City Council**

ADDRESS OF THE LAND: **21 Jobs Gully Road, EAGLEHAWK 3556
 CA 588A Sec M**

THE PERMIT ALLOWS: **3 Lot subdivision**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Any existing driveway not used must be removed and the nature strip reinstated.

Vehicles accessing Lot 3 must enter and exit the site in a forwards direction.

A driveway from the front property boundary on Lot 3 to the rear of Lot 1 must be constructed with a minimum width of 3.0 metres. (concreted, asphalted or equivalent approved by the Responsible Authority).

A driveway from the front property boundary on Lot 1 to the car parking area must be constructed with a minimum width of 3.0 metres. (concreted, asphalted or equivalent approved by the Responsible Authority).

All access ways must be at least 3metres wide.

8. DETAILED DRAINAGE

Before the plan of subdivision is certified under the Subdivision Act 1988, plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and then will form part of the permit. The plans must be drawn to scale with dimensions. The plans must include

- direction of stormwater run off
- a point of discharge for each lot;
- independent drainage for each lot.

9. DRAINAGE EASEMENTS

The subdivision must provide easements for drainage within and through the subject land for external outfall drainage to a point of lawful discharge to the satisfaction of the Responsible Authority.

10. STORMWATER DETENTION

Before the use or development is commenced, the owner or applicant must provide onsite surface and stormwater detention to pre-development levels in accordance with plans and specifications to the satisfaction of the Responsible Authority.

11. CONSTRUCTION OF WORKS

Road works, drainage and other civil works must be constructed in accordance with the City of Greater Bendigo Infrastructure Design Manual and plans and specifications approved by the Responsible Authority and must include:-

- underground drainage;
- paved path

**Signature for the
 Responsible Authority**

Date Issued: 21 December, 2016



PLANNING PERMIT

Permit No. **DS/655/2016**
 Planning Scheme: **Greater Bendigo Planning Scheme**
 Responsible Authority: **Greater Bendigo City Council**

ADDRESS OF THE LAND: **21 Jobs Gully Road, EAGLEHAWK 3556
 CA 588A Sec M**

THE PERMIT ALLOWS: **3 Lot subdivision**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- kerb & channel and associated pavement widening

12. ALTERNATIVE IN-LIEU OF WORKS

Arrangements satisfactory to the Responsible Authority must be made for an alternative in-lieu of road construction where the Responsible Authority decides that works are impractical or undesirable at this stage. For this subdivision, City of Greater Bendigo has adopted an alternative being the owner or applicant must enter into an agreement under Section 173 of the Planning and Environment Act, 1987 to advise all prospective purchasers of any lot in the subdivision that they will be liable to pay full cost (100%) for any paved path or kerb and channel construction and associated pavement works for a maximum period of ten (10) years from the date of registration of the subdivision.

13. PUBLIC ASSETS

Before the development starts, the owner or developer must submit to the Responsible Authority a written report and photos of any prior damage to public infrastructure. Listed in the report must be the condition of Kerb & Channel, Footpath, seal, street lights, signs and other public infrastructure fronting the property and abutting at least two properties either side of the development. Unless identified with the written report, any damage to infrastructure post construction will be attributed to the development. The owner or developer of the subject land must pay for any damage caused to any public infrastructure caused as a result of the development or use permitted by this permit.

14. CONSTRUCTION MANAGEMENT PLAN

Prior to commencement of works the owner or applicant must submit a "Construction Management Plan" (CMP) for approval by the responsible authority.

This plan shall include, but not be limited to;

- a site specific plan showing proposed erosion & sedimentation control works,
- techniques and intervention levels to prevent a dust nuisance,
- techniques to prevent mud and dirt being transported from the site to adjacent streets and;
- the protection measures taken to preserve any vegetation identified for retention.

During construction of works associated with the subdivision, the must employ and provide the protection methods contained in the CMP to the satisfaction of the Responsible Authority.

15. COLIBAN WATER

- a) The owner is required to provide reticulated water and sewerage services to each of the lots within the subdivision. Services are to be provided in accordance with our specifications.

**Signature for the
 Responsible Authority**

Date Issued: 21 December, 2016



PLANNING PERMIT

Permit No. **DS/655/2016**
 Planning Scheme: **Greater Bendigo Planning Scheme**
 Responsible Authority: **Greater Bendigo City Council**

ADDRESS OF THE LAND: **21 Jobs Gully Road, EAGLEHAWK 3556
 CA 588A Sec M**

THE PERMIT ALLOWS: **3 Lot subdivision**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

b) All Coliban Water assets within the subdivision, both existing and proposed, are to be protected by an easement in favour of Coliban Region Water Corporation.

16. POWERCOR

- a) The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.
- b) The applicant shall:-
 - Provide an electricity supply to all lots in the subdivision in accordance with Powercor’s requirements and standards, including the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor.
 - Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Service and Installation Rules issued by the Victorian Electricity Supply Industry. You shall arrange compliance through a Registered Electrical Contractor and provide to Powercor Australia Ltd a completed Electrical Safety Certificate in accordance with Electricity Safe Victoria’s Electrical Safety System.
 - The applicant shall provide to Powercor Australia Ltd, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.
 - Any buildings must comply with the clearances required by the Electricity Safety (Installations) Regulations.
 - Any construction work must comply with Energy Safe Victoria’s “No Go Zone” rules.

17. TELECOMMUNICATIONS

The owner of the land must enter into an agreement with:

- a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider’s requirements and relevant legislation at the time.
- a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.
- Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
- a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider’s

**Signature for the
 Responsible Authority**

Date Issued: 21 December, 2016



PLANNING PERMIT

Permit No. **DS/655/2016**
 Planning Scheme: **Greater Bendigo Planning Scheme**
 Responsible Authority: **Greater Bendigo City Council**

ADDRESS OF THE LAND: **21 Jobs Gully Road, EAGLEHAWK 3556
 CA 588A Sec M**

THE PERMIT ALLOWS: **3 Lot subdivision**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

requirements and relevant legislation at the time.

- a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

18. AUSNET SERVICES (GAS)

The plan of subdivision submitted for certification must be referred to AusNet Services (Gas) in accordance with section 8 of the Subdivision Act 1988.

19. EXPIRY OF THE PERMIT

- (a) The plan of subdivision is not certified within two years from the date of this permit; or
- (b) The subdivision is not completed within five years from the date of certification of the plan of subdivision.

The responsible authority may extend the time for certification of the plan if a request is made in writing before the permit expires or within six months afterwards.

North Central Catchment Management Authority Note

Information available at North Central CMA indicates that the location described above is not subject to flooding from any designated waterway based on a flood level that has a probability of occurrence of 1% in any one year. It would be in your best interest to contact the relevant Local Council regarding the impact of overland flows associated with the local drainage system.

Consent for Works on Road Reserve Note

The applicant must comply with;

- The Road Management Act 2004,
- Road Management (Works and Infrastructure) Regulations 2005 and
- Road Management (General) Regulations 2005

with respect to any requirements to notify the Coordinating Authority and/or seek consent from the Coordinating Authority to undertake “works” (as defined in the Act) in, over or under the road reserve.

The Responsible Authority in the inclusion of this condition on this planning permit is not deemed to have been notified of, or to have given consent to undertake any works within the road reserve as proposed in this permit.

**Signature for the
 Responsible Authority**

Date Issued: 21 December, 2016



PLANNING PERMIT

Permit No. **DS/655/2016**
 Planning Scheme: **Greater Bendigo Planning Scheme**
 Responsible Authority: **Greater Bendigo City Council**

ADDRESS OF THE LAND: **21 Jobs Gully Road, EAGLEHAWK 3556
 CA 588A Sec M**

THE PERMIT ALLOWS: **3 Lot subdivision**

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

This permit has been amended as follows:

Date of Amendment	Brief Description of Amendment	Responsible authority that approved the amendment
9 January 2017	Incorrect percentage figure in Condition - should be 3.5% not 4%	City of Greater Bendigo

This document was printed from SPEAR on: 09/01/2017 10:45 am.

Signature for the Responsible Authority

Date Issued: 21 December, 2016

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.
(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the *Planning & Environment Act 1987*)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the *Planning & Environment Act 1987*.

WHEN DOES A PERMIT BEGIN?

A permit operates:

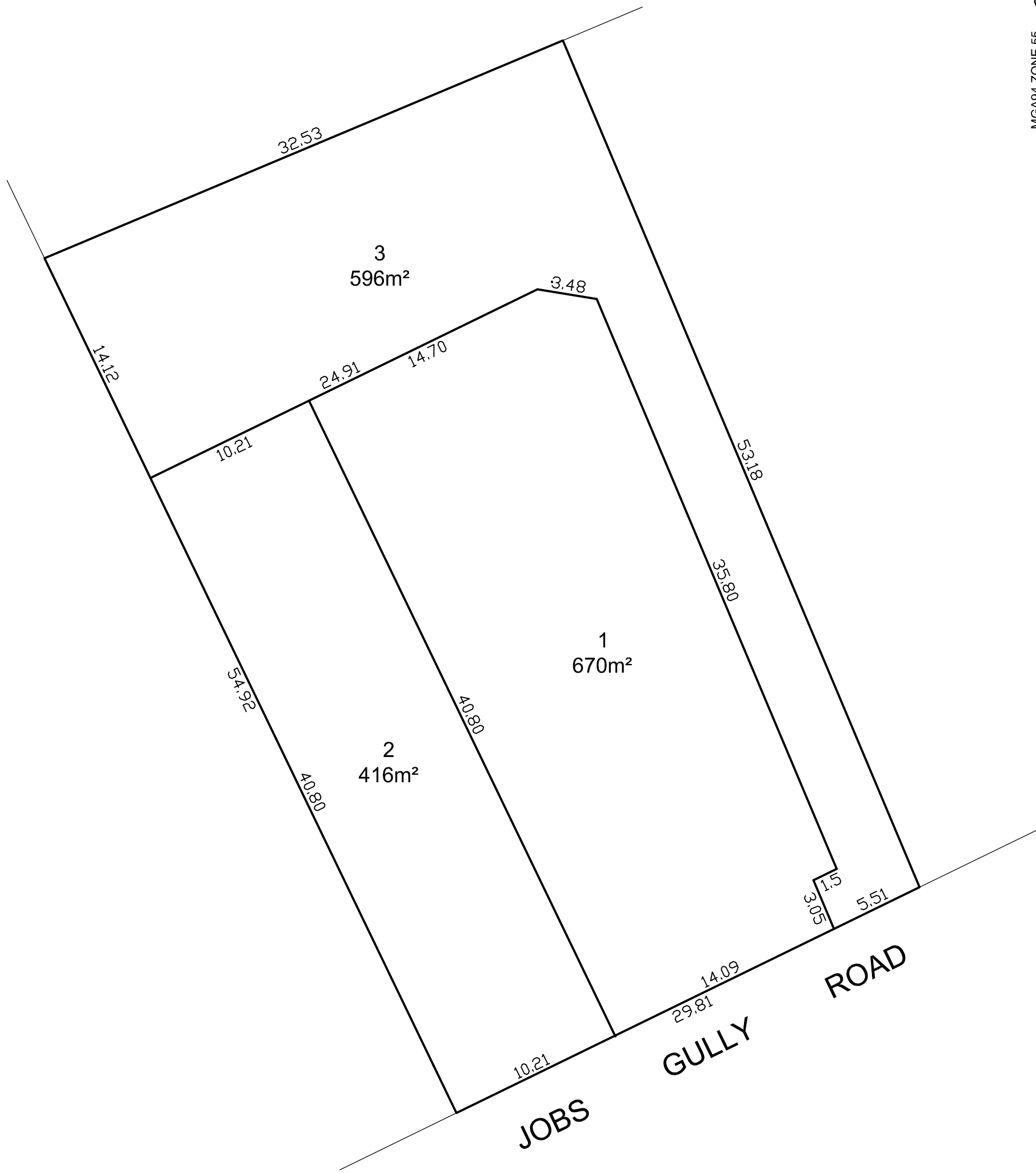
- from the date specified in the permit, or
- if no date is specified, from:
 - (i) the date of the decision of the Victorian Civil & Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if –
 - the development or any stage of it does not start within the time specified in the permit, or
 - the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of land expires if –
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of the land expires if –
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in Section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision –
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under the permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil & Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil & Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil & Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil & Administrative Tribunal.



MGA94 ZONE 55
NORTH

PLAN OF PROPOSED SUBDIVISION

21 JOBS GULLY ROAD, EAGLEHAWK 3556

CROWN DESCRIPTION

SHEET 1 OF 1 PAPER SIZE A3



ADRIAN CUMMINS & ASSOCIATES

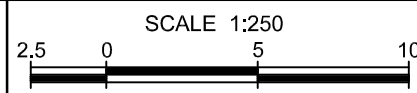
• Licensed Surveyors • Mining Surveyors • Engineering Surveyors • Planning Consultants
105 Williamson Street
Bendigo, Vic. 3550

PTY
LTD
A.C.N. 007 149 466
Tel. (03) 54425133
Fax. (03) 54422030
Email: surveyors@adriancummins.com



COUNTY OF BENDIGO
PARISH OF SANDHURST AT EAGLEHAWK
SECTION M
CROWN ALLOTMENT 588A

VOL 08821 FOL 989
LOT 1 TP425868W

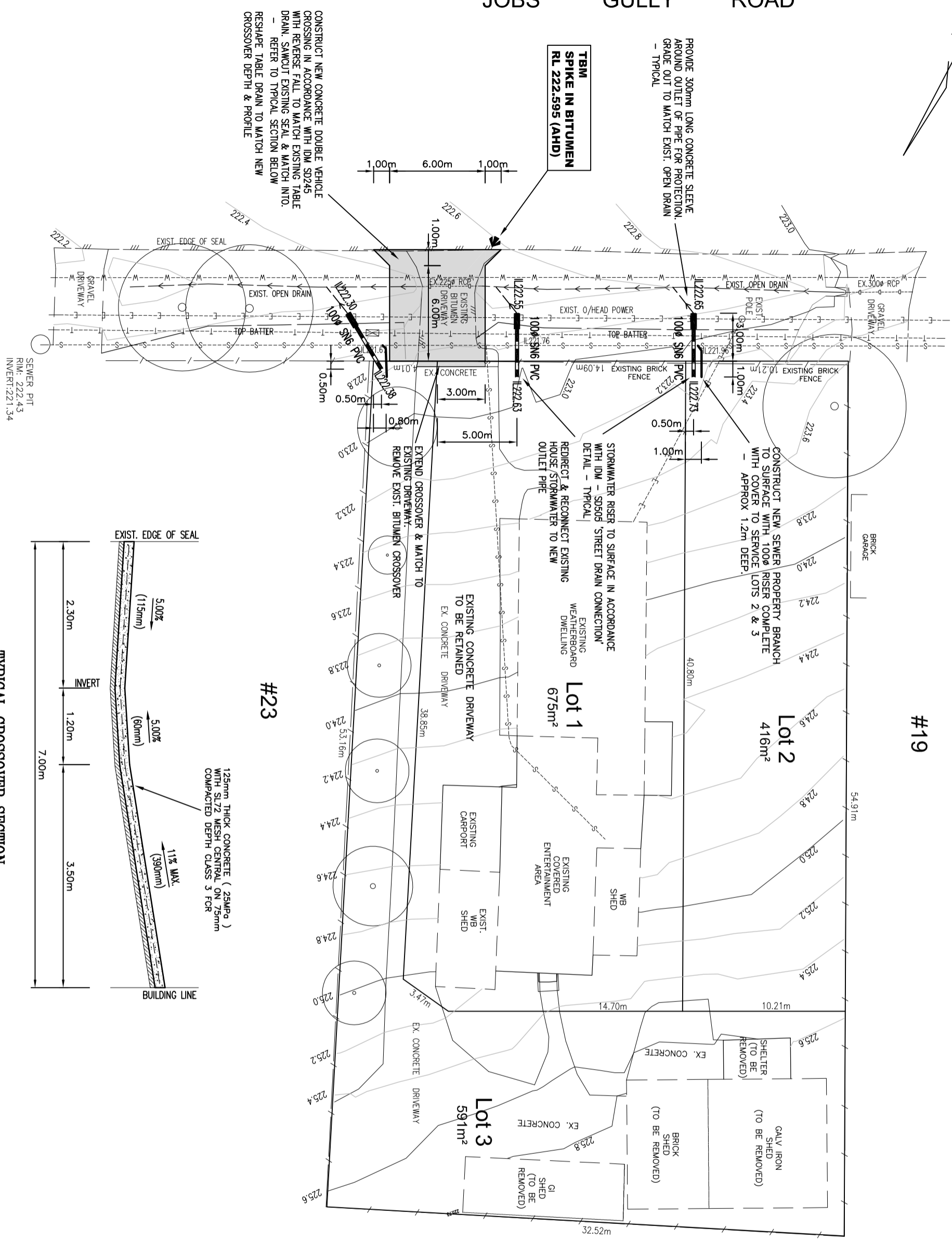


SURVEYORS REF: AB8085-16-01
VERSION 1

DIMENSIONS AND AREAS ARE APPROXIMATE ONLY AND ARE SUBJECT TO SURVEY.

Mc94
NORTH
ZONE 35

JOBS GULLY ROAD



NOTE: - 0.20m CONTOUR INTERVAL

VERS.	REVISIONS	DATE
A	PRELIMINARY PLANS TO COUNCIL	24/1/18

LEGEND & SYMBOLS

	PROPOSED ROAD PAVEMENT
	PROPOSED STORMWATER PIPE/PIT
	PROPOSED 150 HOUSE SLAB
	PROPOSED BUILDING DRAINAGE
	PROPOSED CATCH DRAIN
	TOP OF EMBANKMENT
	EXIST. TELSTRA MAIN
	EXIST. POWER MAIN
	EXIST. WATER MAIN
	EXIST. GAS MAIN
	EXIST. SEWER MAIN
	EXIST. DRAIN / PIT

PROPOSED 3 LOT SUBDIVISION
DRAINAGE / CROSSOVER PLAN
- DS/655/2016

TYPICAL CROSSOVER SECTION
SCALE: NTS

MARK HUTCHINGS
21 JOBS GULLY ROAD,
EAGLEHAWK

CHRIS BROWN & ASSOCIATES
CONSULTING ENGINEERS
127 WILLS STREET BENDIGO VICTORIA 3550 EMAIL: chris@cbeng.com.au
TEL: PH: 03 5441 6609 FAX: 03 5441 7384 MOB: 0408 506 212
ABN: 54 065 401 390 BP No. EC1632

DESIGN:	SG	DWG NO.:	18412
DRAWN:	SG	CHECKED:	C.B.
SHEET:	1 OF 1	DATE:	JAN 2018
SCALE:	A3 1:250		

WARNING
ALL UNDERGROUND SERVICES TO BE LOCATED & DEPTHED ON-SITE BY CONTRACTOR PRIOR TO ANY WORKS COMMENCING. DESIGN DRAWINGS DO NOT NECESSARILY SHOW ALL EXISTING SERVICES.



PRELIMINARY PLAN
NOT FOR CONSTRUCTION UNLESS STAMPED / APPROVED BY CITY OF GREATER BENDIGO

- GENERAL NOTES:**
1. ALL LEVELS ARE TO THE ARBITRARY DATUM AS SHOWN ON PLANS.
 2. ALL WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ATTACHED PLANS AND COUNCIL'S CURRENT STANDARDS & SPECIFICATIONS.
 3. A MINIMUM OF 24HRS NOTICE SHALL BE GIVEN TO THIS OFFICE & COUNCIL PRIOR TO ANY ON-SITE INSPECTIONS.
 4. CONTRACTOR TO LOCATE & DEPTH ALL SERVICES PRIOR TO COMMENCING WORKS USING 'DIAL BEFORE YOU DIG'.
 5. CONTRACTOR TO CONFIRM ALL SETOUT, DEPTHS & DIMENSIONS FOR PROPOSED WORKS PRIOR TO COMMENCEMENT OF WORKS.
 6. CONTRACTOR MUST OBTAIN A 'CONSENT FOR WORKS IN ROAD RESERVE' PERMIT FROM THE RELEVANT AUTHORITY PRIOR TO COMMENCEMENT.
 7. ALL TRENCHING WORKS TO BE IN ACCORDANCE WITH THE 'SAFETY PRECAUTIONS IN TRENCHING OPERATIONS' UNDER THE OCCUPATIONAL HEALTH & SAFETY ACT 2004.
 8. ALL EXCESS SPOIL TO BE DISPOSED OFF SITE WITH ALL GARDENS, NATURESTRIPS, PAVING ETC. TO BE FULLY REINSTATED TO CONSULTANT & COUNCIL SATISFACTION.
- DRAINAGE NOTES:**
1. ALL PIPES & PITS ARE TO BE 1.0m OFFSET TO PROPERTY BOUNDARY UNLESS SHOWN OTHERWISE.
 2. ALL PVC PIPE SHALL BE 'HEAVY DUTY' CLASS SN8 & REINFORCED CONCRETE PIPES CLASS 2 U.N.O. ALL PVC PIPES TO BE SUPPLIED & INSTALLED IN ACCORDANCE WITH AS2032 & LOCAL COUNCIL REQUIREMENTS.
 3. ALL CONCRETE MUST HAVE A MIN. CONCRETE COMPRESSIVE STRENGTH 25MPa AT 28 DAYS.
 4. ALL PIT GRATES & MESH SCREENS TO BE HOT DIPPED GALV. AFTER MANUFACTURE. IN GENERAL TOP OF GRATED PITS SHALL BE SET APPROX. 100mm BELOW SURROUNDING SURFACE LEVEL.
 5. ALL PIT STUBS (HD) PROPERTY CONNECTIONS INTO PITS TO BE 150Ø x 300mm LONG WITH MIN. 300mm COVER.
 6. ALL TRENCH BACKFILLING UNDER CONCRETE / PAVED AREAS SHALL BE 3% CEMENT STABILISED FCR IN PUBLIC ROADWAYS & CLASS 2 FOR IN PRIVATE PROPERTY.

CONSTRUCT NEW CONCRETE DOUBLE VEHICLE CROSSING IN ACCORDANCE WITH IDM SD245 WITH REVERSE FALL TO MATCH EXISTING TABLE DRAIN. SAWCUT EXISTING SEAL & MATCH INTO. REFER TO TYPICAL SECTION BELOW RESHAPE TABLE DRAIN TO MATCH NEW CROSSOVER DEPTH & PROFILE

125mm THICK CONCRETE (25MPa) WITH SL72 MESH CENTRAL ON 75mm COMPACTED DEPTH CLASS 3 FCR

SEWER PIT
RIM: 222.43
INVERT: 221.34

PLAN OF SUBDIVISION

EDITION 1

PS 824356P

LOCATION OF LAND

PARISH: SANDHURST AT BENDIGO

TOWNSHIP: -

SECTION: M

CROWN ALLOTMENT: 588A

CROWN PORTION: -

TITLE REFERENCE: VOL. 8821 FOL. 989

LAST PLAN REFERENCE: TP 425868W

POSTAL ADDRESS: 21 JOBS GULLY ROAD
(at time of subdivision) EAGLEHAWK, 3556

MGA CO-ORDINATES: E: 255 550 ZONE: 55
(of approx centre of land in plan) N: 5 932 440 GDA 94

Council Name: Greater Bendigo City Council

Council Reference Number: SC/655/2016/1
Planning Permit Reference: DS/655/2016
SPEAR Reference Number: S130381E

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

Digitally signed by: Liz Commadeur for Greater Bendigo City Council on 23/11/2018

VESTING OF ROADS AND/OR RESERVES

NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION: 15.24 metres

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No. DS/655/2016

This survey has been connected to permanent marks No(s) 725 & 1788
In Proclaimed Survey Area No.34

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

ADRIAN CUMMINS & ASSOCIATES
CONSULTING SURVEYORS



FS 520895

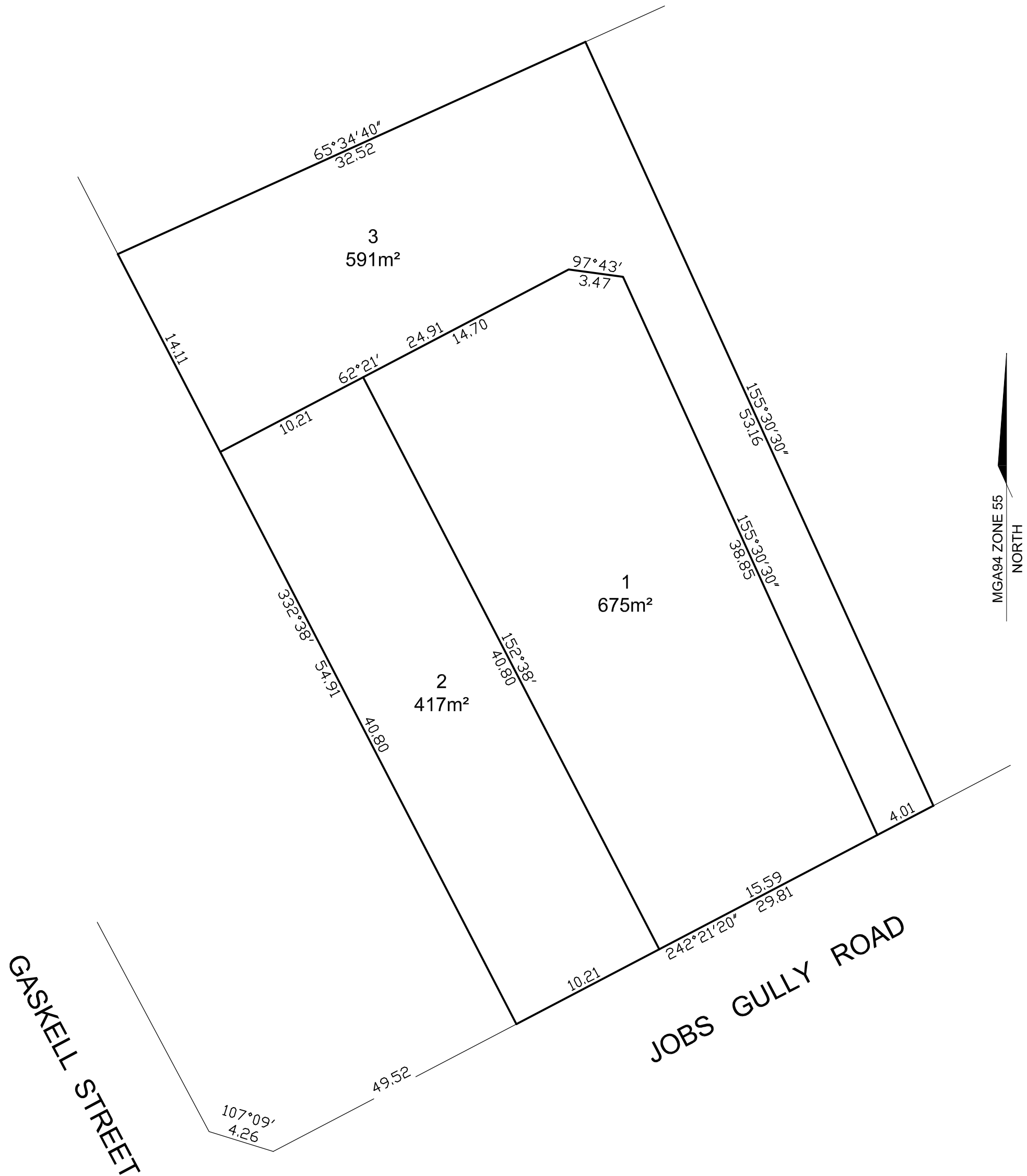
360 DEGREE SURVEYING PTY. LTD.
105 Williamson Street Bendigo 3550
Tel. 03 54425133 Fax. 03 54422030
Email surveyors@adriancummins.com

SURVEYORS FILE REF: AB 8085-16-01

Digitally signed by: Andrew Gordon Thomson (Adrian Cummins & Associates),
Surveyor's Plan Version (1),
20/11/2018, SPEAR Ref: S130381E

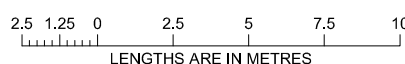
ORIGINAL SHEET
SIZE: A3

SHEET 1 OF 2



ADRIAN CUMMINS & ASSOCIATES
CONSULTING SURVEYORS

SCALE
1:250



ORIGINAL SHEET
SIZE: A3

SHEET 2



FS 520895

360 DEGREE SURVEYING PTY. LTD.
105 Williamson Street Bendigo 3550
Tel. 03 54425133 Fax. 03 54422030
Email surveyors@adriancummins.com

Digitally signed by: Andrew Gordon Thomson (Adrian Cummins & Associates),
Surveyor's Plan Version (1),
20/11/2018, SPEAR Ref: S130381E

Digitally signed by:
Greater Bendigo City Council,
23/11/2018,
SPEAR Ref: S130381E



HISTORIC MINING ACTIVITY

Form No. 692

11 September, 2020

Property Information:

Address: 21 JOBS GULLY ROAD EAGLEHAWK 3556

It is advised that:

Our records do not indicate the existence of any mining activity on this site, but the site may be over or close to known mining activity. Note that there may be unrecorded mine openings connecting with such activity. (2)

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.

For queries, contact:

Department of Jobs, Precincts and Regions
E-mail: erd_info@ecodev.vic.gov.au

Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008

02 MAY 2012
BX: (M)

THIS agreement is made on the 10th day of April, 2012
at 52 Mitchell Street, Bendigo VIC 3550

BETWEEN (LANDLORD) Mr M and M Hutchings
C/o - Tweed Sutherland
52 Mitchell St, Bendigo, Vic, 3550
03 544009500

(Name, ACN (if landlord is a company) and address)

(*whose agent is **Tweed Sutherland & Co Pty Ltd**
70 005 230 142
52 Mitchell Street, Bendigo Vic 3550
03 5440 9500) * strike out if not applicable

(Name, ACN (if agent is a company), business address and telephone number)

AND (TENANT) Simon Ogilvie and Rachel Staples
(Name, ACN (if tenant is a company) and address)

1. Premises

The landlord lets the premises known as **21 Jobs Gully Road**
EAGLEHAWK VIC 3556

(*together with those items indicated in the schedule) *strike out if not applicable

2. Rent

The rent amount is **\$300.00** The date the first rent payment is due is **13/04/2012**

Pay period : weekly [] fortnightly [] monthly _____ (insert
the date of each month when the rent is due)

Place of payment: **As per payment options**

3. Bond

The tenant must pay a bond of **\$1,200.00** to the Landlord/agent on **13/04/2012**

In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME: _____	AMOUNT: \$ _____
NAME: _____	AMOUNT: \$ _____
NAME: _____	AMOUNT: \$ _____

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

4. Period

- (a) The period of the agreement is **12 Months**
commencing on the **13th** day of **April, 2012**
and ending on the **12th** day of **April, 2013**

Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

OR

- (b) The agreement will commence from the _____ day of _____, 20____
and continue until terminated in accordance with the **Residential Tenancies Act 1997**.

**Code 135
Residential Tenancy Agreement**

5. Condition of the premises

The LANDLORD must-

- (a) ensure that the premises are maintained in good repair; and
- (b) if the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. Damage to the premises

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

7. Cleanliness of the premises

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. Use of premises

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. Quiet enjoyment

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. Assignment or sub-letting

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

11. Residential Tenancies Act 1997

Each party must comply with the **Residential Tenancies Act 1997**.

-(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

Code 135
Residential Tenancy Agreement

*Schedule of items (See Clause 1) (*Delete, if there are no items)

- So (a) The TENANT acknowledges having been advised that the refund of bond at the end of the tenancy can only be achieved by signing and lodging a Bond Claim form with the Residential Tenancies Bond Authority.
- So (b) The TENANT acknowledges the right of the LANDLORD under the Residential Tenancies act 1997 to issue a notice that will terminate the tenancy at the end of this fixed term agreement.
- So (c) The LANDLORD acknowledges the TENANTS right to change the locks at the rental property providing a duplicate key is given to the LANDLORD or his AGENT. The TENANT acknowledges that whilst all due care has been taken, the LANDLORD cannot guarantee that all keys to the property were returned by the previous occupants. To ensure total security, it is our recommendation that the barrels in all locks be replaced.
- So (d) The TENANT acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the AGENT within three (3) business days after entering into occupation of the premises. If the Condition Report is not returned, the copy held by the AGENT will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.
- So (e) The TENANT acknowledges the the persons named on this tenancy agreement are those who will occupy the premises during the term of the agreement, and that any change in those occupying the premises must be immediately reported to the AGENT.
- So (f) The TENANT agrees to have the carpets professionally cleaned on vacating the property. A receipt must be provided to Tweed Sutherland First National Real Estate upon vacating the rental premises.
- So (g) The TENANT agrees that no pot plants are to be placed directly onto carpets.
- So (h) The TENANT agrees not to keep any motor vehicle or motor cycle on any lawn area.
- So (i) The tenant hereby agrees to use an oil drip tray if either their car or any visitors cars drip oil. The TENANT also agrees to clean up any oil which is dripped.
- So (j) In the case of Urgent Repairs (eg burst hot water service, blocked sewer), Tweed Sutherland First National Pty Ltd has been authorised by the LANDLORD to organise repairs up to the amount of \$1800.00 Gst Incl. Tenants must contact the office during business hours on 54409500 or after hours on 54421637.
- So (k) The TENANT acknowledges that Tweed Sutherland First National has a ZERO tolerance to rent arrears and agrees to have rent paid in advance at all times.

Additional Terms

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section. Any additional terms must also comply with the Unfair Contract Terms under the **Fair Trading Act 1999**. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information.

12. Ancillary use of the premises

The tenant must primarily use the premises as a residence. If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent. The landlord will not unreasonably withhold consent and in giving consent may impose reasonable terms and conditions.

13. Utility charges

13.1 The landlord is liable for the costs and charges set out in section 53(1) and (if applicable) section 54 of the **Residential Tenancies Act 1997**. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

13.2 The tenant is liable for the costs and charges set out in section 52 of the **Residential Tenancies Act 1997**. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts)

13.3 If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contractors the landlord must have the service repaired or reconnected and pay the expense of doing so.

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13.4 If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.

13.5 If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.

14. Landlord insurance

14.1 The tenant will not knowingly do or allow anything to be done on the premises that may invalidate the landlord's insurance policies or result in the premiums being increased above the normal rate. The tenant does not have to comply with this obligation until provided with a copy of the landlord's insurance policies.

14.2 The tenant agrees to pay to the landlord any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the tenant has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the landlord, the agent, or their contractors.

14.3 The tenant acknowledges that the landlord's insurance policies do not provide cover for the tenant's possessions. (Note: it is strongly recommended the tenant takes out contents insurance to adequately cover his/her possessions)

15. Light globes and fluorescent tubes

The tenant must replace all damaged, defective, or broken light globes, spotlights, and/or fluorescent tubes (including starters) during the term, at the tenant's expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starters) damaged, broken or made defective by the landlord or the agent or their contractors.

16. Tenant to advise landlord or agent of defects

The tenant must notify the landlord or agent as soon as practicable upon becoming aware of any defects in the premises that might injure a person or cause damage to the premises.

17. Damage to the premises

17.1 The tenant must take reasonable measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the landlord, the agent or their contractors.

17.2 The tenant must as soon as practicable notify the landlord or the agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause a blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The tenant must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the landlord, the agent or their contractors.

17.3 The tenant will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to loss or damage caused by the landlord, the agent or their contractors.

17.4 The tenant will indemnify the landlord against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the landlord, the agent or their contractors.

18. Cleaning carpets on vacating the premises

If new carpet has been installed or the existing carpet professionally dry or steam cleaned at the commencement of the tenancy (and the landlord or agent has produced a copy receipt for payment, upon request), the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.

19. Fasteners, antennas and signs

The tenant must obtain the landlord's or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The landlord's or the agent's consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The landlord's or the agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the thing affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that thing.

20. Smoke detectors

20.1 The tenant must conduct regular checks to ensure smoke detectors are in proper working order, if the landlord, the agent, or their contractors provides information to the tenant about how to conduct a check. (Note: regular checks are a requirement for the safety of occupants and security of the rented premises)

20.2 The tenant must as soon as practicable notify the landlord or the agent if a smoke detector is not in proper working order.

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20.3 The tenant must replace expired or faulty smoke detector batteries with replacement batteries, as the need arises. In any event, on the day in each year proclaimed as the commencement of summer time (daylight saving), the tenant must replace smoke detector batteries with replacement batteries.

20.4 "Replacement batteries" means batteries that are new, of a reputable brand, and of appropriate durability.

21. Flammable liquids, kerosene heaters and vehicle and boat repairs

21.1 The tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.

21.2 The tenant must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance (excluding greasing, de-greasing and oil changing), and washing and polishing.

21.3 The tenant must not bring on to or use at the premises a heater which uses flammable liquid or bottled gas.

22. Storage and removal of waste and rubbish

The tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for the purpose (if any). The tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

23. Washing

If the tenant hangs washing outside or airs articles, the clothes line (if any) provided with the premises must be used. The tenant must not hang washing or air articles on common property, unless facilities for doing so are provided for the tenant's use. The tenant must use the facilities in the manner required by the owners corporation.

24. Garden

24.1 The tenant will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions if any permitting). When watering, the tenant must comply with restrictions, if any.

24.2 If the garden is watered by a watering system and/or by tank water, the tenant will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the landlord, the agent, or their contractors.

25. Pêts

The tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent. Permission will not be unreasonably withheld. In giving permission, the landlord or the agent may impose reasonable conditions including exercise. It is not unreasonable for the landlord or the agent to withhold permission if the rules of an owners corporation prohibit pets being on common property or kept on the premises. If an occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owners corporation.

26. Changes in occupation of the premises

26.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 10.

26.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 10, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's reletting expenses including -

26.2.1 a pro-rata letting fee;

26.2.2 advertising or marketing expenses incurred;

26.2.3 rental data base checks on applicants;

26.2.4 rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

26.3 The tenant's obligation to pay the landlord's reletting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

27. Tenant intending to leave when the lease ends

If the tenant intends to vacate the premises at the end of the tenancy, written notice of the tenant's intention to vacate must be given to the landlord or the agent 28 days before the tenancy comes to an end.

28. Return of keys and obligation to pay rent

The tenant must return all the keys of the premises to the landlord or the agent when the tenant vacates the premises. The tenant's obligation to pay the rent continues until the time the keys are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to relet the premises.

29. Tenant remaining in possession after the tenancy ends

If the tenant remains in occupation of the premises after the tenancy has come to an end and does not then enter into a fixed term lease, the tenant must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the tenant gives notice to the landlord or the agent.

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30. Landlord requiring the premises when the lease ends

If the landlord requires possession of the premises when the lease ends, the landlord will give the tenant a notice in the manner required by the **Residential Tenancies Act 1997**.

31. Changing locks and alarm code

31.1 The tenant may change the locks of the premises. If the tenant changes the locks, the tenant must give the landlord or the agent duplicate keys to the changed locks as soon as practicable.

31.2 The tenant may change the code of an alarm at the premises. If the code is changed, the tenant must advise the landlord or the agent of the changed code as soon as practicable.

32. "To Let" signs

The tenant will allow the landlord or the agent to erect a "to let" sign on the premises during the last month of the tenancy. A sign must be positioned so as not to interfere with the tenant's quiet enjoyment of the premises.

33. "Auction" and "For Sale" signs

The tenant will allow the landlord or the agent to erect an "auction" or a "for sale" sign on the premises at any time. A sign must be positioned so as not to interfere with the tenant's quiet enjoyment of the premises.

34. Owners corporation rules

34.1 The rules of an owners corporation affecting the premises are attached to this tenancy agreement. (*Note: ensure the rules are attached to each part of this tenancy agreement*)

34.2 The tenant will comply with the rules of the owners corporation or any rules amending or superseding those rules, provided the amending or superseding rules are provided to the tenant.

34.3 The tenant is not obliged to contribute to owners corporation capital costs or other owners corporation expenses that would, except for this clause, be payable by the landlord.

35. Tenant cannot use bond money to pay rent

35.1 The tenant acknowledges the **Residential Tenancies Act 1997** provides the tenant may not refuse to pay rent on the ground a tenant intends to regard the bond as rent paid in respect of the premises.

35.2 The tenant further acknowledges the **Residential Tenancies Act 1997** permits the Victorian Civil and Administrative Tribunal to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

36. Changing the rent

36.1 If this is not a fixed term tenancy agreement, the landlord may increase the rent by giving the tenant 60 days notice required by the **Residential Tenancies Regulations 2008**. The landlord must not increase the rent more than once in every 6 months.

36.2 If the tenant disagrees with a rent increase sought by the landlord, the tenant may apply to the Director of Consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

37. Tenant Reimbursement: late or non payment

37.1 If the tenant fails to make a payment under the terms of this agreement on the due date for payment and the landlord and/or the agent incurs fees and/or charges as a consequence of that failure, the tenant will reimburse the landlord and/or the agent the full amount of those fees and/or charges, on demand.

37.2 for the purpose of clause 37.1 'fees and/or charges' includes additional interest (if any) paid or payable by the landlord and/or the agent to an authorised deposit-taking institution, financier, service provider, or contractor. "Authorised deposit-taking institution" has the same meaning as in the Banking Act 1959 (C'wealth).

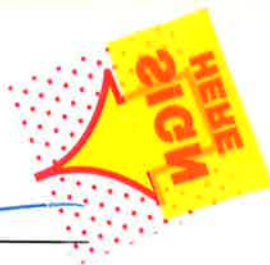
38. Receipt of condition report / written statement of rights and duties of a landlord and tenant

The tenant acknowledges having received before entering into occupation of the premises

38.1 two copies of a condition report signed by or on the behalf of the landlord; and

38.2 a written statement setting out the rights and duties of a landlord and tenant under a tenancy agreement ("Renting a home A guide for tenants and landlords").

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Signature of landlord _____ *mccl...*

Signature of tenant(s) *for Ev*

Rachel Stephens

LANDLORD/AGENT TO COMPLETE:

***URGENT REPAIRS:**
(*this section MUST be completed if an agent is to manage the premises)

The agent ***Can/*Cannot** authorise urgent repairs.
(*delete the one that does NOT apply, check Authority)

*The maximum amount for repairs which the agent can authorise is: * \$ 1800 inc GST
(*only complete if the agent can authorise urgent repairs, check Authority) (*insert \$)

The agent's telephone number for urgent repairs is: * 54421637
(*insert number)



Lease Break Clause

Date: 4th April 2012

Property: 21 Jobs Gully Road, Eaglehawk

Tenants names: Simon Ogilvie and Rachel Staples

In the event that I/We choose to vacate the premises prior to the lease expiry date I/We hereby agree that I/We will be liable to pay rent until the lease expiry date / or until a new tenant is secured at the property.

I/We also agree to pay a lease break fee which is equivalent to one (1) week of the weekly rental at the property plus GST to reimburse the landlord costs of reletting the property as well as \$11.00 per week for advertising the property.

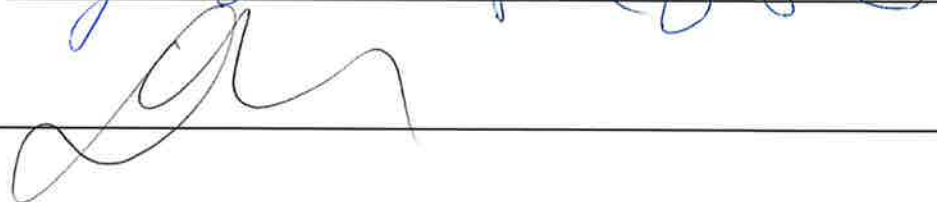
Signed

Tenant/s:

Handwritten signatures of Simon Ogilvie and Rachel Staples in blue ink, positioned above a horizontal line.

Signed

Agent:

Handwritten signature of the agent in black ink, positioned above a horizontal line.

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.

(04/10/2016)