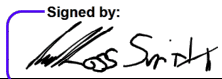
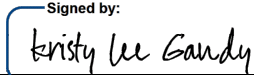


Vendor Statement

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	6A Higgins Hill Drive, Maiden Gully 3551	
Vendor's name	Paul Anthony Ross-Smith	Date / /
Vendor's signature	Signed by: 24 July 2025  B79456439F70489...	
Vendor's name	Kristy Lee Gandy	Date / /
Vendor's signature	Signed by: 23 July 2025  ECA3D2B88FD2460...	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.

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	
Other particulars (including dates and times of payments):		

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.

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 100
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input type="checkbox"/> 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 vendor's 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:

Not Applicable.

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:

Not Applicable.

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:

Not Applicable.

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):

Not Applicable.

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10 SUBDIVISION

10.1. **Unregistered Subdivision**

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

Not Applicable.

10.2. **Staged Subdivision**

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

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)

--

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1158944

APPLICANT'S NAME & ADDRESS

HQ LAW C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

ROSS-SMITH, PAUL ANTHONY

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

1515

This certificate is issued for:

LOT 2 PLAN PS913995 ALSO KNOWN AS 6A HIGGINS HILL DRIVE MAIDEN GULLY
GREATER BENDIGO CITY

The land is covered by the:

GREATER BENDIGO PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10
- and a BUSHFIRE MANAGEMENT OVERLAY

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/greaterbendigo>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

22 July 2025

Sonya Kilkenny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

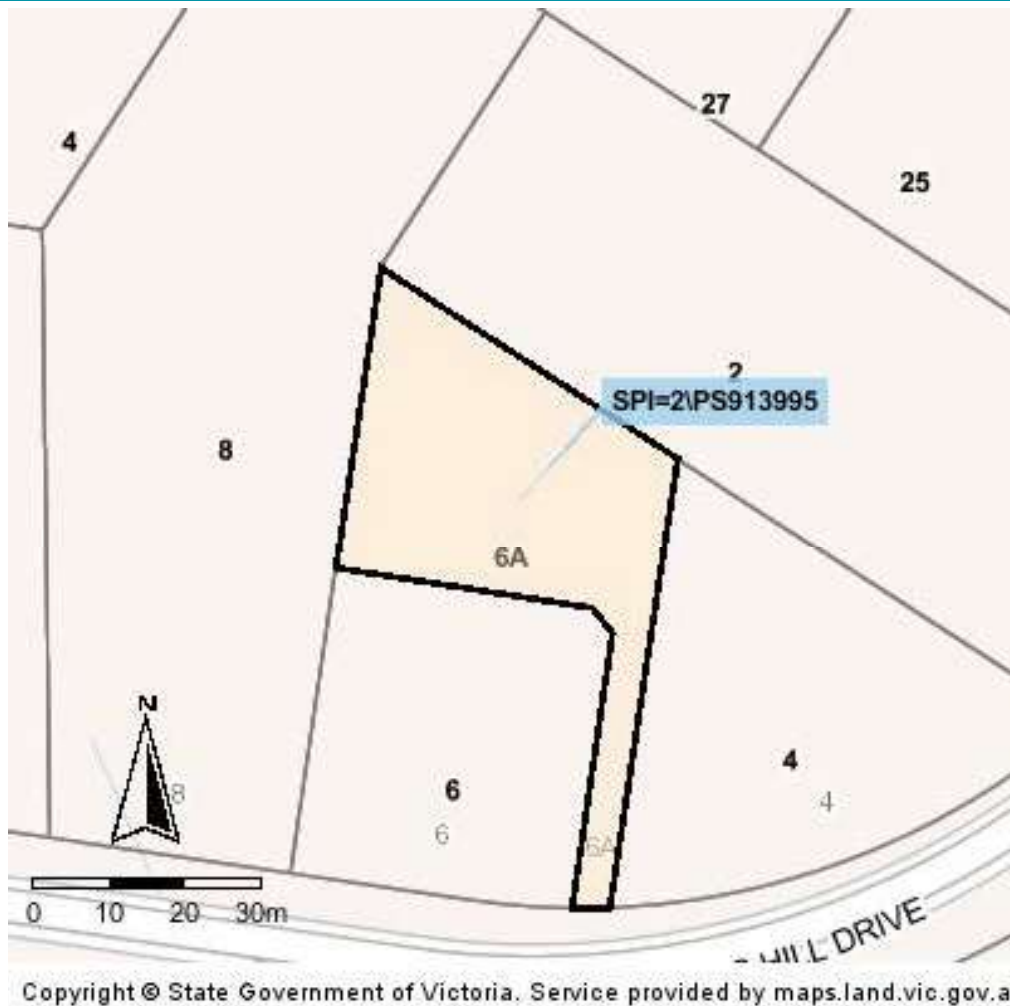
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria. Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 22 July 2025 09:27 AM

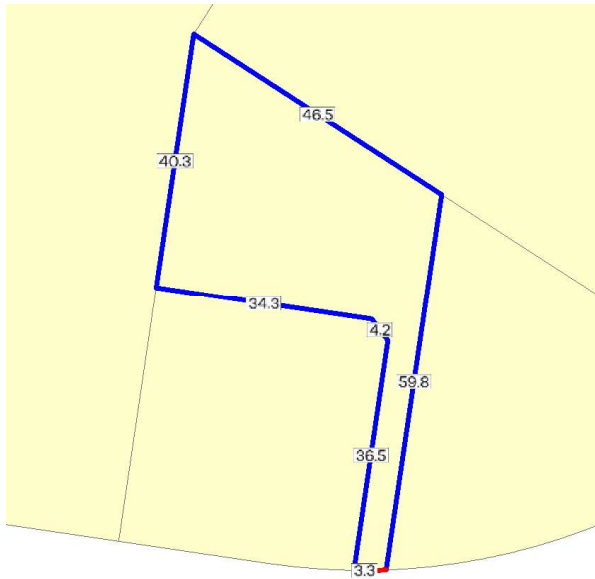
PROPERTY DETAILS

Address: **6A HIGGINS HILL DRIVE MAIDEN GULLY 3551**
 Lot and Plan Number: **Lot 2 PS913995**
 Standard Parcel Identifier (SPI): **2\PS913995**
 Local Government Area (Council): **GREATER BENDIGO**
 Council Property Number: **266771**
 Directory Reference: **Vicroads 606 B2**

www.bendigo.vic.gov.au

SITE DIMENSIONS

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



Area: 1499 sq. m

Perimeter: 227 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 overlapping dimension label is not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

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 WEST**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

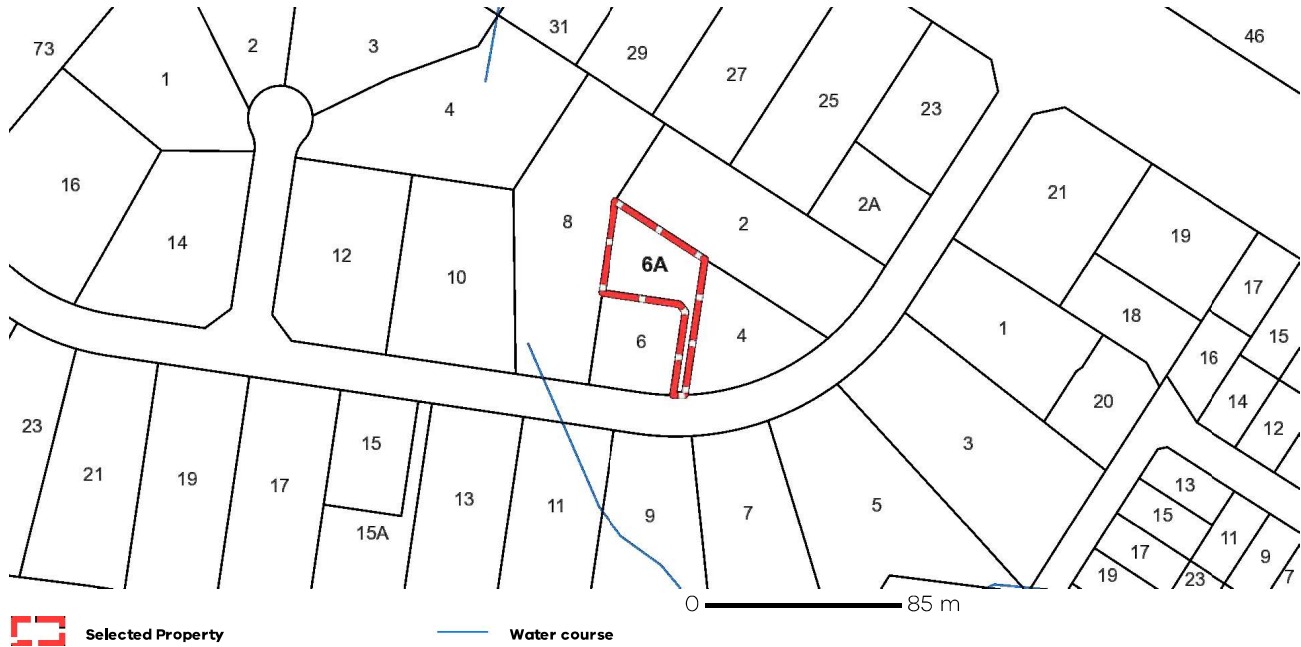
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 22 July 2025 09:27 AM

PROPERTY DETAILS

Address: **6A HIGGINS HILL DRIVE MAIDEN GULLY 3551**
 Lot and Plan Number: **Lot 2 PS913995**
 Standard Parcel Identifier (SPI): **2\PS913995**
 Local Government Area (Council): **GREATER BENDIGO**
 Council Property Number: **266771**
 Planning Scheme: **Greater Bendigo**
 Directory Reference: **Vicroads 606 B2**

www.bendigo.vic.gov.au

[Planning Scheme - Greater Bendigo](#)

UTILITIES

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

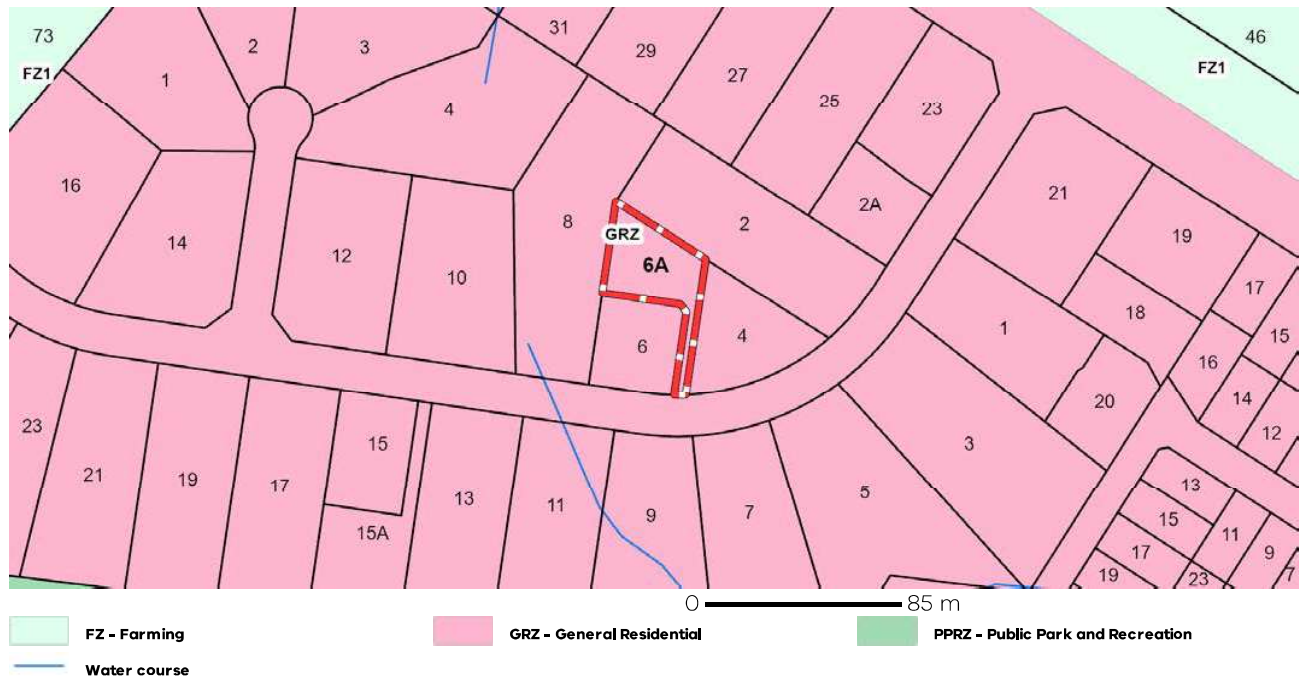
Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **BENDIGO WEST**
 OTHER
 Registered Aboriginal Party: **Dja Dja Wurrung Clans Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

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.

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

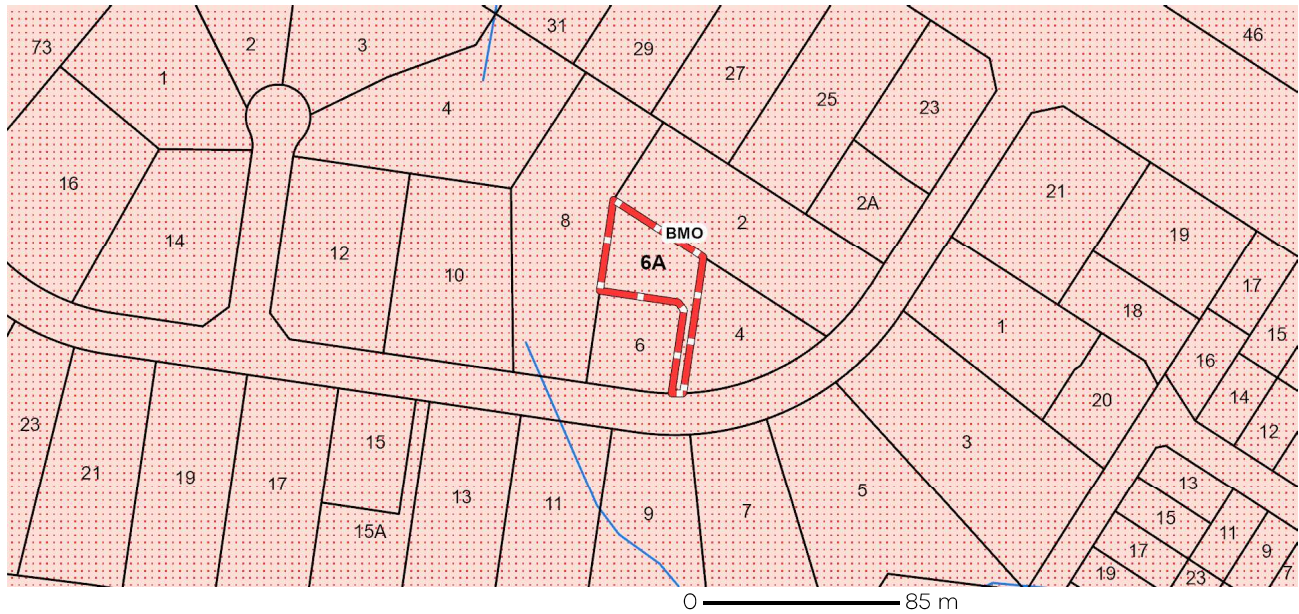
PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

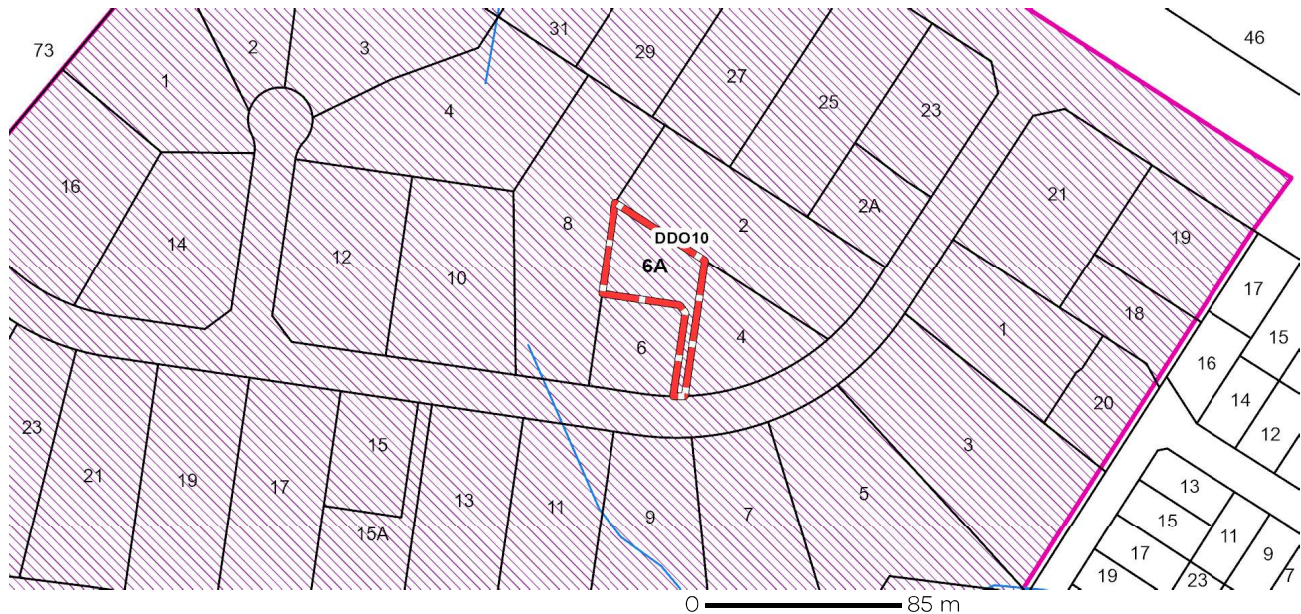


BMO - Bushfire Management Overlay Water course

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)



DDO - Design and Development Overlay Water course

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

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PLANNING PROPERTY REPORT: 6A HIGGINS HILL DRIVE MAIDEN GULLY 3551

Page 2 of 4

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Further Planning Information

Planning scheme data last updated on 17 July 2025.

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>

PLANNING PROPERTY REPORT



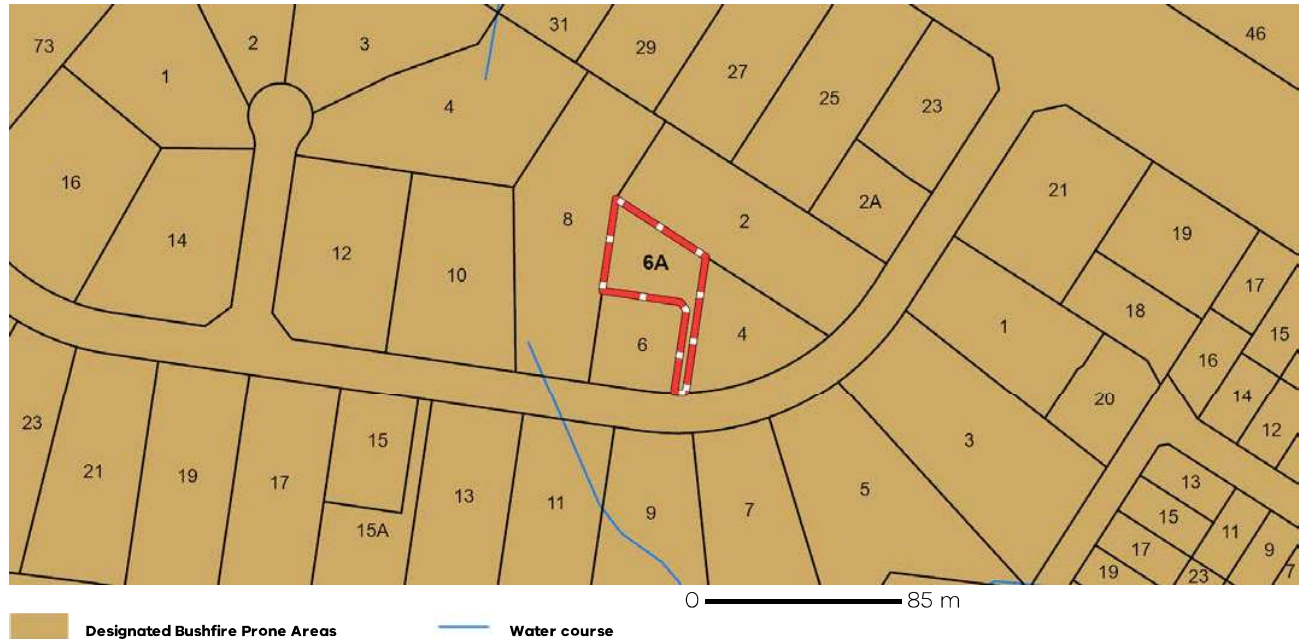
Department
of Transport
and Planning

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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

Page 1 of 1

VOLUME 12539 FOLIO 042

Security no : 124126406817P

Produced 22/07/2025 09:26 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 913995G.
PARENT TITLE Volume 12486 Folio 767
Created by instrument PS913995G 02/04/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KRISTY LEE GANDY
PAUL ANTHONY ROSS-SMITH both of 6A HIGGINS HILL DRIVE MAIDEN GULLY VIC 3551
AY572695L 07/11/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY572696J 07/11/2024
BENDIGO AND ADELAIDE BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AW883067A 31/05/2023
AMENDMENT OF AGREEMENT AX747092E 20/02/2024

DIAGRAM LOCATION

SEE PS913995G 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: 6A HIGGINS HILL DRIVE MAIDEN GULLY VIC 3551

ADMINISTRATIVE NOTICES

NIL

eCT Control 18057S BENDIGO BANK
Effective from 07/11/2024

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS913995G
Number of Pages (excluding this cover sheet)	2
Document Assembled	22/07/2025 09:26

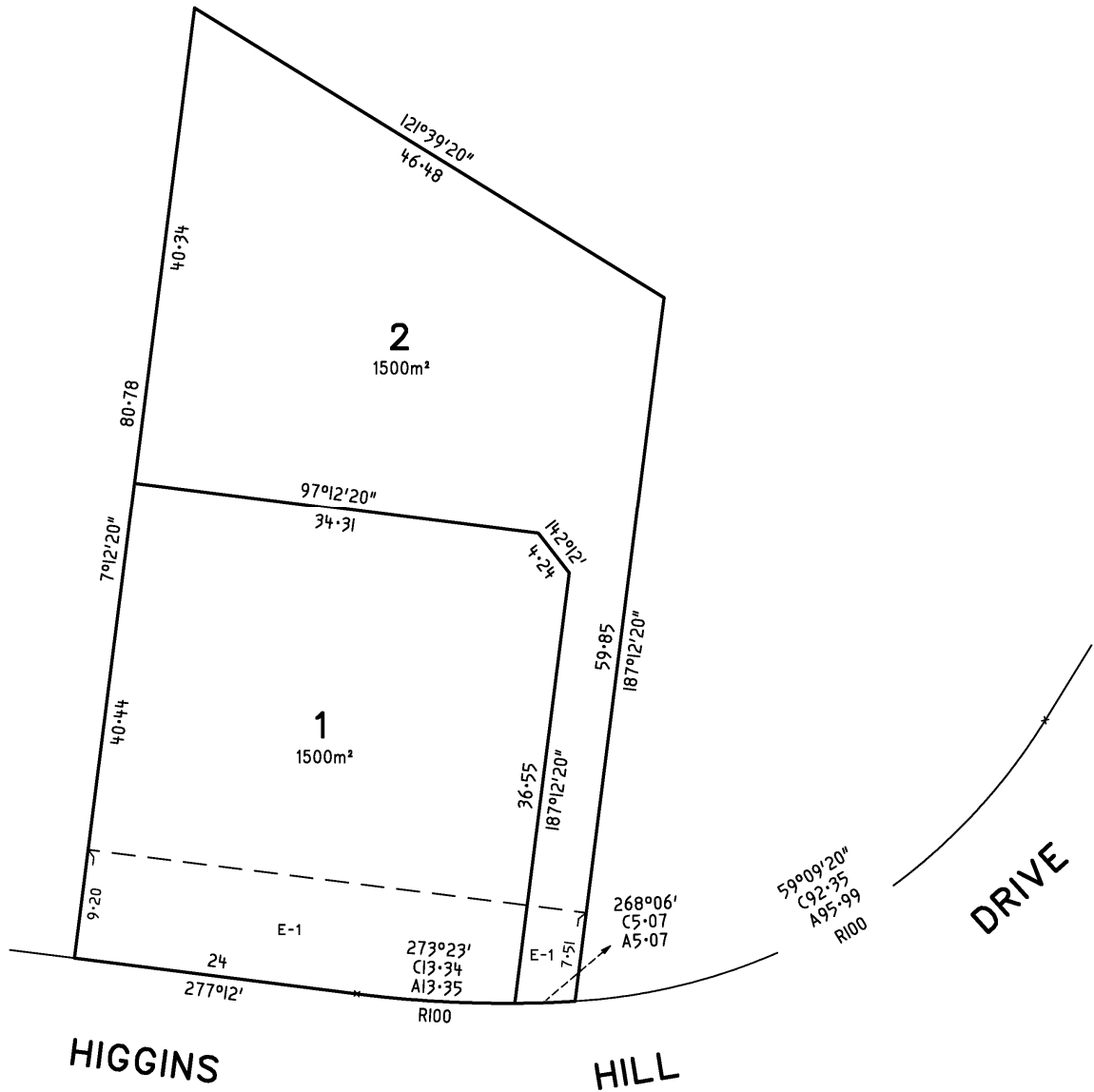
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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION			EDITION 1	PS 913995 G	
Location of Land PARISH: MARONG TOWNSHIP: SECTION: CROWN ALLOTMENT: 55B(PART) CROWN PORTION: TITLE REFERENCE: Vol 12486 Fol 767 LAST PLAN REFERENCE: PS913968K (Lot 1) POSTAL ADDRESS: 6 HIGGINS HILL ROAD (at time of subdivision) MAIDEN GULLY 3551 MGA2020 CO-ORDINATES: E: 249300 ZONE: 55 (Of approx. centre of land N: 5930340 GDA2020 in plan)			Council Name: Greater Bendigo City Council Council Reference Number: SC/505/2023/1 Planning Permit Reference: DS/505/2023 SPEAR Reference Number: S222490T 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 or 18A of the Subdivision Act 1988 has not been made Digitally signed by: Kirstin Garner for Greater Bendigo City Council on 15/02/2024 Statement of Compliance issued: 12/03/2024		
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 plan is not a staged subdivision. Planning Permit No. DS/505/2023 This survey has been connected to permanent marks No(s). 3, 37. In Proclaimed Survey Area No.					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE	SEE DIAG.	PS913968K	LOTS ON PS913968K - CITY OF GREATER BENDIGO	
E-1	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG.	PS913968K - SECTION 136 OF THE WATER ACT 1989	COLIBAN REGION WATER CORPORATION	
SHAW LAND SURVEYS CONSULTING LAND SURVEYORS 8 HOPETOUN STREET BENDIGO 3550 PH 03 54430320		SURVEYORS FILE REF: 7397/23		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2 SHEETS
		Digitally signed by: Geoffrey John Shaw, Licensed Surveyor, Surveyor's Plan Version (1), 24/11/2023, SPEAR Ref: S222490T		PLAN REGISTERED TIME: 12.00pm DATE: 02/04/2024 J.Beckingham Assistant Registrar of Titles	

PS 913995 G

MGA 2020
ZONE 55

SHAW LAND SURVEYS
CONSULTING LAND SURVEYORS
8 HOPETOUN STREET BENDIGO 3550
PH 03 54430320

SCALE
1:400

4 0 4 8 12 16
LENGTHS ARE IN METRES

Digitally signed by: Geoffrey John Shaw, Licensed Surveyor,
Surveyor's Plan Version (1),
24/11/2023, SPEAR Ref: S222490T

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Greater Bendigo City Council,
15/02/2024,
SPEAR Ref: S222490T



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 22/07/2025 09:26:46 AM

Status	Registered	Dealing Number	AW883067A
Date and Time Lodged	31/05/2023 10:50:57 AM		

Lodger Details

Lodger Code	16984L
Name	BECK LEGAL
Address	
Lodger Box	
Phone	
Email	
Reference	MME:152318-2453

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

9883/372

Instrument and/or legislation

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

Applicant(s)

Name	GREATER BENDIGO CITY COUNCIL
Address	
Street Number	15
Street Name	HOPETOUN
Street Type	STREET
Locality	BENDIGO
State	VIC
Postcode	3550

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	GREATER BENDIGO CITY COUNCIL
Signer Name	MATTHEW BARKLA
Signer Organisation	BOWCOLE PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	31 MAY 2023

File Notes:

NIL

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

Statement End.



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**Agreement pursuant to section 173 of the
Planning and Environment Act 1987 (Vic)**

BETWEEN

GREATER BENDIGO CITY COUNCIL

and

BRADLEY JOHN WAKEFIELD and PAULA THERESE WAKEFIELD

177 View St Bendigo Vic 3550
PO Box 628 Bendigo Vic 3552
DX 55011 Bendigo

Phone 03 5445 3333
Fax 03 5445 3355

Email info@becklegal.com.au
www.becklegal.com.au





Section 173 Agreement – 4 Higgins Hill Drive, Maiden Gully 3551

THIS AGREEMENT is made the 19 day of May 2023

PARTIES:

GREATER BENDIGO CITY COUNCIL of 15 Hopetoun Street, Bendigo in the State of Victoria

(Council)

AND

BRADLEY JOHN WAKEFIELD and PAULA THERESE WAKEFIELD both of 4 Higgins Hill Drive, Maiden Gully in the State of Victoria

(the Owner)

BACKGROUND:

- A. The Owner is the registered proprietor of the Land.
- B. Council is the Responsible Authority for the administration and enforcement of the Act for the Scheme.
- C. The Land is within the municipality of Council and affected by the Scheme.
- D. On 13 October 2022 Council issued the Planning Permit which permits the subdivision of the land into 2 lots and removal of native vegetation.
- E. Condition 10 of the Planning Permit provides:

"SECTION 173 AGREEMENT"

Prior to statement of compliance the applicant/owner must enter into an Agreement under Section 173 of the Planning and Environment Act 1987. Such Agreement must covenant that:

- (a) The owner will maintain each detention or quality system and not modify without prior written approval from the responsible authority.
 - (b) The owner shall allow duly authorised officers of the responsible authority to inspect the systems at mutually agreed times.
 - (c) The Owner will pay for all costs associated with the construction and maintenance of each onsite detention or water quality system.
- The land owner must pay the reasonable costs of the preparation, execution and registration of the Section 173 Agreement"

F. Condition 11 of the Planning Permit provides:

"SECTION 173 AGREEMENT"

Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987. The agreement must:

- (a) State that it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Greater Bendigo Planning Scheme.
- (b) Incorporate the plan prepared in accordance with Clause 53.02-4.4 of this planning scheme and approved under this permit.
- (c) State that if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the plan incorporated into the agreement must be



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Section 173 Agreement – 4 Higgins Hill Drive, Maiden Gully 3551

implemented and maintained to the satisfaction of the responsible authority on a continuing basis.

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

G. If the Land is encumbered by a mortgage, the mortgage is identified in the Definitions and the Mortgagee's consent will be affixed to the Agreement.

H. The parties acknowledge that this Agreement provides for:

- (a) matters intended to satisfy Condition 10 and 11 of the Planning Permit;
- (b) matters intended to achieve and advance the objectives of planning in Victoria; and
- (c) matters intended to achieve and advance the objectives of planning in the Scheme and is made pursuant to Section 173 of the Act.



1. DEFINITIONS

In this Agreement:

Act means the *Planning and Environment Act 1987* (Vic).

Agreement means this Agreement, including the Schedule and Annexures and the background to this Agreement.

Bushfire Management Plan means the Bushfire Management Plan, prepared by Regional Planning & Design Pty Ltd, Reference 22.27, Page 32 of 32, Version E, dated 04/10/2022, endorsed to form part of the permit a copy of which is attached as Annexure A.

Business Day means Monday to Friday excluding public holidays in Victoria.

Endorsed Plans means the plan or plans endorsed with the Stamp of Council from time to time attached to the Planning Permit.

Lot means any lot created by the proposed subdivision under the Planning Permit.

Land means all that piece of land being Lot 29 on Plan of Subdivision 207399C being the whole of the land described in Certificate of Title Volume 09883 Folio 372.

Planning Permit means planning permit DS/152/2022 a copy of which can be inspected from Council Offices upon appointment.

Plan of Subdivision means the proposed plan of subdivision of the Land a copy of which can be inspected from Council Offices upon appointment.

Scheme means the Greater Bendigo Planning Scheme or any other planning scheme which applies to the Land from time to time.

Stormwater Detention Plan means the Stormwater Detention Plan prepared by DJK Engineers, Reference 14428, dated 15/11/2022, which has been endorsed by Council and forms part of the Planning Permit and which is provided in Annexure B to this Agreement.

2. INTERPRETATION

The parties agree and acknowledge that in this Agreement:

2.1 The singular includes the plural and the plural includes the singular.

2.2 A reference to a gender includes a reference to each other gender.

2.3 The reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.

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

2.5 A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.

2.6 The Background to this Agreement is and will be deemed to form part of this Agreement including any terms defined within the Background.



3. COMMENCEMENT

This Agreement came into force on the date it was made and set out above or and if no date is specified on the day in which the Agreement was registered on the relevant Certificate of Title to the Land.

4. TERMINATION OF AGREEMENT

This Agreement may be ended by mutual agreement between Council and the Owner either wholly or in part or as to any part of the Land. As soon as reasonably practicable after this Agreement has ended, Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under Section 183 of the Act to cancel the recording of this Agreement on the Register.

5. OWNER'S COVENANTS

5.1 Specific Obligations on the Owner

Stormwater Detention System

5.1.1 The Owner agrees to complete the on-site stormwater detention system and/or water quality treatment system on each Lot prior to connection to Council's drainage system in accordance with the Stormwater Detention Plan.

5.1.2 The Owner agrees to maintain each on-site stormwater detention system and/or water quality treatment system installed on each Lot and will not modify either system without prior written approval from Council.

5.1.3 The Owner agrees to allow duly authorised officers of Council to inspect the on-site stormwater detention system and/or water quality treatment system on each Lot at mutually agreed times.

5.1.4 The Owner will pay for all the costs associated with the construction and maintenance of the on-site stormwater detention system and/or water quality treatment system on each Lot.

Bushfire Protection Measures

5.1.5 The Owner agrees that this Agreement has been prepared for the purposes of an exemption from a planning permit under Clause 44.06-2 of the Scheme.

5.1.6 The Owner agrees that if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the Bushfire Management Plan must be implemented and maintained to the satisfaction of Council on a continuing basis.

5.2 Further Obligations on the Owner

5.2.1 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and their successors,



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Section 173 Agreement – 4 Higgins Hill Drive, Maiden Gully 3551

assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

5.2.2 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to Section 181 of the Act, the Owner must ensure that its successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being party to this Agreement, remain liable to perform all of the Owner's obligations contained in this Agreement.

5.2.3 Further assurance

The Owner agrees to do all that is necessary to enable Council to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgement or other document which relates to the Land.

5.2.4 Payment of Council's costs

The Owner agrees to pay on demand to Council Council's costs and expenses incurred and incidental to the preparation, execution and registration of this Agreement pursuant to Section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by Council.

5.2.5 Mortgagee to be bound

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

5.2.6 Indemnity

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

5.2.7 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by Council of a notice which specified the Owner's failure to comply with any provision of this Agreement, the Owner agrees:

5.2.7.1 to allow Council's officers, employees, contractors or agents to enter the Land and rectify the non-compliance;



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Section 173 Agreement – 4 Higgins Hill Drive, Maiden Gully 3551

5.2.7.2 to pay to Council on demand, Council's reasonable costs and expenses incurred as a result of the Owner's non-compliance; and

5.2.7.3 to pay interest at the rate of 2% above the rate prescribed under Section 2 of the *Penalty Interest Rates Act 1983* on all monies which are due and payable but remain owing under this Agreement until they are paid in full;

And the Owner agrees;

5.2.7.4 to accept a certificate signed by the Chief Executive Officer of Council (or any nominee of the Chief Executive Officer) as prima facie proof of the costs incurred by Council in rectifying the Owner's non-compliance with this Agreement;

5.2.7.5 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid costs of Council and then applied in repayment of the principal sum; and

5.2.7.6 that all costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full.

5.3

Council access

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

5.4

Owner's warranty

The Owner warrants and covenants that:

5.4.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

5.4.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to Council;

5.4.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the *Transfer of Land Act 1958*; and

5.4.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.



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Section 173 Agreement – 4 Higgins Hill Drive, Maiden Gully 3551

6. GENERAL

6.1 Council's powers not restricted

This Agreement does not fetter or restrict Council's power or discretion in respect of any of Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the *Local Government Act 2020* or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a statement of compliance in connection with any such plans.

6.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

6.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

6.4 Enforcement and severability

6.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an Agreement pursuant to Division 2 of Part 9 of the Act.

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

7. NOTICES

7.1 Service of notice

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

- 7.1.1** by delivering it personally to that party;
- 7.1.2** by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 7.1.3** by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party or by hand delivery or prepaid post.



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Section 173 Agreement – 4 Higgins Hill Drive, Maiden Gully 3551

7.2

Time of service

A notice or other communication is deemed served

7.2.1 if delivered, on the next following business day;

7.2.2 if posted, on the expiration of two business days after the date of posting; or

7.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day.



Section 173 Agreement – 4 Higgins Hill Drive, Maiden Gully 3551

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

APPROVED under the COMMON SEAL of the
GREATER BENDIGO CITY COUNCIL in the
presence of:

Chief Executive Officer

Full name: Craig William Niemann

Usual Address: 15 Hopetoun Street, Bendigo





Section 173 Agreement – 4 Higgins Hill Drive, Maiden Gully 3551

SIGNED SEALED AND DELIVERED by the
said BRADLEY JOHN WAKEFIELD in the
presence of:

Witness: *Mark Macanach*

Print full name: *ROBERT MACANACH*

) *Bradley John Wakefield*
)
Bradley John Wakefield

SIGNED SEALED AND DELIVERED by the
said PAULA THERESE WAKEFIELD in the
presence of:

Witness: *Mark Macanach*

Print full name: *ROBERT MACANACH*

) *Paula Therese Wakefield*
)
Paula Therese Wakefield



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Section 173 Agreement – 4 Higgins Hill Drive, Maiden Gully 3551

ANNEXURE A – BUSHFIRE MANAGEMENT PLAN

SCHEDULE OF BUSHFIRE PROTECTION MEASURES

Defendable Space

Defendable space for a distance of 50metres from the edges of the Building (or to the property boundary, whichever is the lesser distance) must be provided where vegetation (and other flammable materials) will be modified and managed in accordance with the following requirements:

- Grass must be short cropped and maintained during the declared fire danger period.
- All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.
- Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.
- Plants greater than 10 centimetres in height must not be placed within 3 metres of a window or glass feature of the building.
- Shrubs must not be located under the canopy of trees.
- Individual and clumps of shrubs must not exceed 5 square metres in area and must be separated by at least 5 metres.
- Trees must not overhang or touch any elements of the building.
- The canopy of trees must be separated by at least 5 metres.
- There must be a clearance of at least 2 metres between the lowest tree branches and ground level.

Construction standards

The proposed buildings will be designed and constructed to have a minimum Bushfire Attack Level of BAL 29.

Water supply

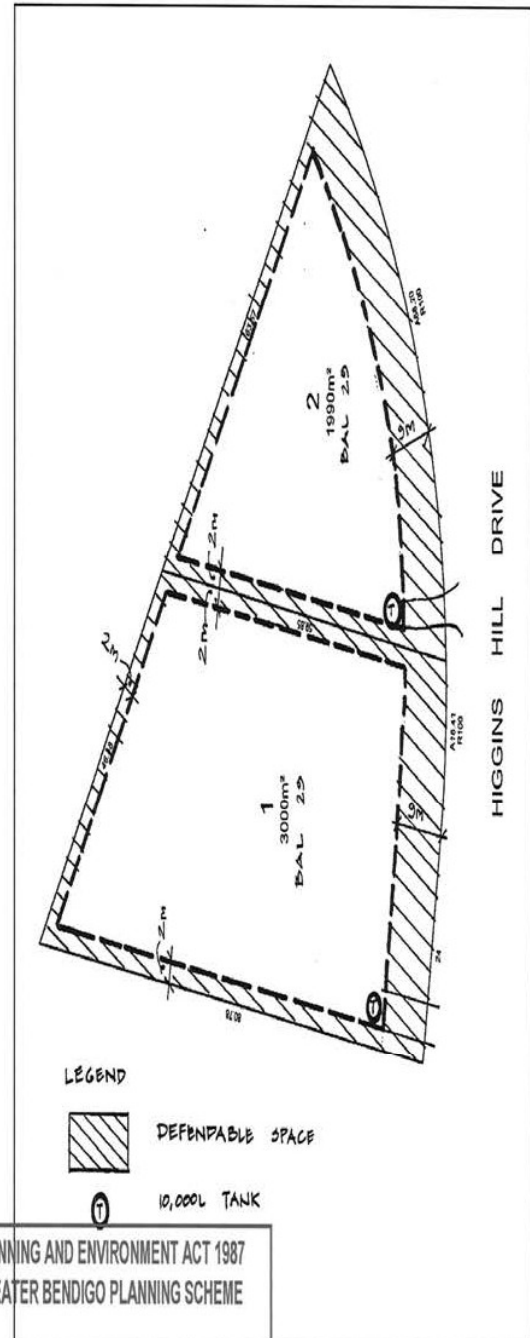
A tank on each lot will hold 10 000 litres of effective water supply for fire fighting purposes which meets the following requirements:

- Is stored in an above ground water tank constructed of concrete or metal.
 - All fixed above-ground water pipes and fittings required for fire fighting purposes must be made of corrosive resistant metal.
 - Include a separate outlet for occupant use
- The water supply must also
- Incorporate a ball or gate valve (British Standard Pipe (BSP) 65mm) and coupling (64 mm CFA 3 thread per inch male fitting).
 - The outlet/s of the water tank must be within 4m of the access way and 60m of all parts of the building and be unobstructed.
 - Be readily identifiable from the building or appropriate identification signage to the satisfaction of CFA must be provided.
 - Any pipework and fittings must be a minimum of 65 mm (excluding the CFA coupling).

Access

The driveways shown on the plan will provide access for trucks for fire fighting purposes which meets the following requirements:

- . A load limit of at least 15 tonnes
- Curves must have a minimum inner radius of 10m.
- The average grade must be no more than 1 in 7 (14.4 per cent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 per cent) (11.3 degrees) for no more than 50m.
- Have a minimum trafficable width of 3.5m of all weather construction.
- Be clear of encroachments for at least 0.5m on each side and 4m above the access way.
- Dips must have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle.





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Section 173 Agreement – 4 Higgins Hill Drive, Maiden Gully 3551

ANNEXURE B – STORMWATER DETENTION PLAN

AW883067

GREATER BENDIGO CITY COUNCIL
ENGINEERING PLANS
 APPROVED BY: Peter Brasier
 DATE: 27 January 2023

DANGER: UNDERGROUND SERVICES

CONTRACTOR IS TO CALL DIAL BEFORE YOU DIG 1100 AND ENSURE THEY HAVE MET THEIR OBLIGATIONS IN REGARDS TO UNDERGROUND SERVICES. WE ACCEPT NO RESPONSIBILITY FOR ANY DAMAGE TO UNDERGROUND SERVICES. FURTHERMORE WE CANNOT GUARANTEE ALL EXISTING SERVICES ARE SHOWN ON THESE PLANS, AND INSTRUCT THE CONTRACTOR TO MAKE ALL NECESSARY ENQUIRIES PRIOR TO COMMENCING CONSTRUCTION OR UNDERTAKING ANY DIGGING OR TRENCHING.



GENERAL NOTES

1. ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH THE INFRASTRUCTURE DESIGN MANUAL AND COMPLY WITH THE REQUIREMENTS OF THE CITY OF GREATER BENDIGO COUNCIL.
2. THE CONSULTANT IS TO BE NOTIFIED 7 DAYS PRIOR TO WORKS COMMENCING.
3. ALL HEIGHTS SHOWN ON THESE PLANS ARE TO THE AUSTRALIAN HEIGHT DATUM.
4. ANY VARIATION TO THESE PLANS MUST ONLY BE DONE SO ON THE INSTRUCTION OF THE CONSULTANT. SHOULD ANY MAJOR DISCREPANCIES OCCUR ON SITE, THE CONSULTANT MUST BE INFORMED IMMEDIATELY.
5. CONTRACTOR IS TO CALL DIAL BEFORE YOU DIG 1100 AND ENSURE THEY HAVE MET THEIR OBLIGATIONS IN REGARDS TO UNDERGROUND SERVICES. THE CONSULTANT ACCEPTS NO RESPONSIBILITY FOR ANY DAMAGE TO UNDERGROUND SERVICES, AND FURTHERMORE CANNOT GUARANTEE ALL EXISTING SERVICES ARE SHOWN ON THESE PLANS, AND INSTRUCT THE CONTRACTOR TO MAKE ALL NECESSARY ENQUIRIES PRIOR TO COMMENCING CONSTRUCTION OR UNDERTAKING ANY DIGGING OR TRENCHING.
6. EXISTING TREES OR VEGETATION ARE NOT TO BE REMOVED WITHOUT THE RELEVANT PERMISSIONS.
7. AFFECTED NATURE STRIPS ARE TO BE TOPSOILED TO A MINIMUM DEPTH OF 100mm WITH EXISTING MATERIAL. STOCKPILED FROM STRIPPING IMPORTED TOPSOIL MAY BE REQUIRED IN SOME CIRCUMSTANCES. FINISHED TOPSOIL IS TO BE SEEDS TO PROVIDE GOOD GRASS COVER.
8. ALL SURPLUS EXCAVATED MATERIAL, RUBBISH, DEBRIS, REMOVED VEGETATION, ETC IS TO BE DISPOSED OF OFF SITE AT THE EXPENSE OF THE CONTRACTOR.

NEIGHBOURING PROPERTY
 No. 8 HIGGINS HILL DRIVE

NEIGHBOURING PROPERTY
 No. 2 HIGGINS HILL DRIVE

APPROVED DRAINAGE PLAN

PLANNING AND ENVIRONMENT ACT 1987
 GREATER BENDIGO PLANNING SCHEME

NO: DS/152/2022

Delegated Officer: Liz Commaeur
 For and on behalf of the City of Greater Bendigo

Date: 31 January 2023 Page 1 of 2
 All of this Document

WRITTEN PERMISSION REQUIRED FROM
 No. 8 HIGGINS HILL DRIVE PRIOR TO
 ANY WORKS COMMENCING

LOCAL UNDERGROUND BORING REQUIRED TO MISS
 LARGE TREES AND EXISTING UNDERGROUND
 SERVICES IN No. 8 HIGGINS HILL DRIVE. SOME
 POT-HOLDS MAY BE REQUIRED TO LOCATE AND
 DEPTH EXISTING SERVICES.

SHAPE LOCALLY AROUND DETENTION SYSTEM TO
 ENSURE MAJORITY OF LOT 1 DRAINS INTO THE SYSTEM

MHT (EX)
 RIM 210.10
 CH 0.00

RE-CONNECT EXISTING PRIVATE
 SEWER HOUSE DRAIN TO NEW
 SECTION OF 1500 SEWER MAIN

DIG OUT AND DISPOSE OF
 REDUNDANT 1000 PVC SEWER MAIN

18.55m³ (MIN) CONCRETE DETENTION SYSTEM WITH
 INTERNAL DIMENSIONS OF 1.2m WIDE x 1.2m HIGH x 13.2m
 LONG. INCLUDE GRATED ACCESS COVERS EACH END.

HIGGINS HILL DRIVE

NOTE:
 CONTRACTOR MUST OBTAIN A WORKS WITHIN ROAD
 RESERVE PERMIT PRIOR TO ANY CONSTRUCTION WORKS
 OR ACTIVITIES TAKING PLACE IN THE ROAD RESERVE.

DJK
ENGINEERS
 ABN: 25 605 764 949
 75 HARRIN ST EAST BENDIGO 3550
 Ph: 5442 7737 M: 0417 320 245
 EMAIL: info@djkengineers.com.au

DRM ENGINEERING
 SURVEYING
 CIVIL DEVELOPMENTS
 PROJECT MANAGEMENT

URBAN DESIGN
 ARCHITECTURE
 SEWER & WATER MAINS
 TRAIL PLANNING



REVISION	DATE	DRAWN	DETAILS:
A	-	-	-
B	-	-	-
C	-	-	-

CLIENT: BRAD WAKEFIELD

PROJECT No: 14428

SITE ADDRESS: 4 HIGGINS HILL ROAD, MAIDEN GULLY

DATE: 15/11/2022 DRAWN: D.J.K.

PROJECT: SEWER CONCEPT PLANS

SCALE: 1:400 (A3) CHECKED: D.J.K.

COUNCIL: DS/152/2022 SHEET: 1 of 2

COLUBAN: N/A PS: N/A

GREATER BENDIGO CITY COUNCIL
ENGINEERING PLANS
 APPROVED BY: Peter Brasier
 DATE: 27 January 2023

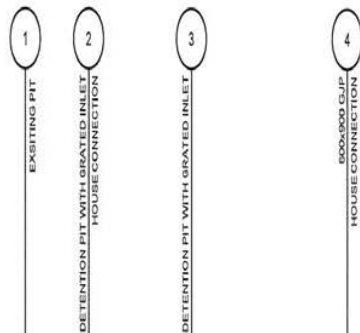
DRAINAGE NOTES:

1. CONTRACTOR TO LOCATE ALL SERVICES PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO ENSURE ALL LAND FALLS AWAY FROM BUILDINGS TO PROPOSED PITS.
3. CRUSHED ROCK BACKFILL IN ALL ROAD, FOOTPATH, AND DRIVEWAY AREAS.
4. FINISHED RIM LEVELS MAY ALTER SLIGHTLY TO MATCH IN WITH DRIVEWAYS AND FINISHED LEVELS.
5. PITS TO BE CONCRETE.
6. TRAFFICABLE LIDS TO PITS IN TRAFFICABLE AREAS.
7. PITS HAVE 1500 PVC HOUSE DRAINAGE CONNECTIONS WHERE SHOWN.
8. ALL WORKS TO COMPLY WITH THE INFRASTRUCTURE DESIGN MANUAL AND RELEVANT REQUIREMENTS OF THE CITY OF GREATER BENDIGO COUNCIL.



DANGER: UNDERGROUND SERVICES

CONTRACTOR IS TO CALL DIAL BEFORE YOU DIG 1100 AND ENSURE THEY HAVE MET THEIR OBLIGATIONS IN REGARDS TO UNDERGROUND SERVICES. WE ACCEPT NO RESPONSIBILITY FOR ANY DAMAGE TO UNDERGROUND SERVICES. FURTHERMORE WE CANNOT GUARANTEE ALL EXISTING SERVICES ARE SHOWN ON THESE PLANS, AND INSTRUCT THE CONTRACTOR TO MAKE ALL NECESSARY ENQUIRES PRIOR TO COMMENCING CONSTRUCTION OR UNDERTAKING ANY DIGGING OR TRENCHING.



Pipe Diameter	1500 uPVC	1200 x 1200	2250 uPVC
Pipe Grade	1 in 135	1 in 200	1 in 100
Vf (m/s)	Vf=0.88	Vf=0.00	Vf=1.32
Qa (m³/s)	Qa=0.0155	Qa=0.0000	Qa=0.025
Qf (m³/s)	Qf=0.0155	Qf=0.0000	Qf=0.0525

DATUM R.L.	206.0			
DEPTH TO INVERT	0.70	0.68	1.35	1.35
DESIGN INVERT LEVEL	208.65	208.67	208.72	208.78
FINISHED SURFACE LEVEL	209.35	210.07	210.13	210.35
EXISTING SURFACE LEVEL	209.35	209.82	210.06	210.35
CHAINAGE	0.00	7.40	19.40	37.60
		7.40	12.00	18.20



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 23/07/2025 09:13:53 AM

Status	Registered	Dealing Number	AX747092E
Date and Time Lodged	20/02/2024 11:50:32 AM		

Lodger Details

Lodger Code	16984L
Name	BECK LEGAL
Address	
Lodger Box	
Phone	
Email	
Reference	MWO:152318-2534

APPLICATION TO RECORD VARIATION OF AN INSTRUMENT

Jurisdiction	VICTORIA
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Privacy Collection Statement

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

Estate and/or Interest

AGREEMENT AW883067A

Land Title Reference

12486/767

Instrument and/or legislation

VARY - AGREEMENT - SECTION 173
Planning & Environment Act - section 178

Applicant(s)

Name	GREATER BENDIGO CITY COUNCIL
Address	
Street Number	189
To Street Number	229
Street Name	LYTTLETON
Street Type	TERRACE
Locality	BENDIGO
State	VIC
Postcode	3550



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

The applicant/relinquishing party/receiving party requests the recording of this variation of Instrument in the Register.

Execution

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

Executed on behalf of	GREATER BENDIGO CITY COUNCIL
Signer Name	MATTHEW BARKLA
Signer Organisation	BOWCOLE PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	20 FEBRUARY 2024

File Notes:

NIL

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

Statement End.



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Deed of Amendment to an Agreement under section 173 of the Planning and Environment Act 1987 (Vic)

BETWEEN

GREATER BENDIGO CITY COUNCIL

and

BRADLEY JOHN WAKEFIELD and PAULA THERESE WAKEFIELD



**Deed of Amendment to an Agreement – 6 Higgins Hill Drive,
Maiden Gully 3551**

THIS AGREEMENT is made the 15 day of February 2024

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PARTIES:

GREATER BENDIGO CITY COUNCIL of 189-229 Lyttleton Terrace, Bendigo in the State of Victoria
(Council)

AND

BRADLEY JOHN WAKEFIELD and PAULA THERESE WAKEFIELD both of 139 Carolyn Way,
Maiden Gully in the State of Victoria
(the Owner)

BACKGROUND:

- A. Council is the Responsible Authority for the administration and enforcement of the Act for the Scheme.
- B. Council and the Owner entered into the Agreement on 19 May 2023.
- C. The Land is within the municipality of Council and affected by the Scheme.
- D. The Agreement was registered on the title of the Land through dealing number AW883067A on 31 May 2023.
- E. The Owner was registered as the proprietor of the Land on 30 June 2023.
- F. On 10 November 2023 Council issued Planning Permit DS/505/2023 which amended covenant 5.1.5 and 5.1.6 of the Agreement as follows:

"COUNTRY FIRE AUTHORITY

Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987. The agreement must:

- a) *State that it has been prepared for the purpose of an exception from a planning permit under Clause 44.06-2 of the City of Greater Bendigo Planning Scheme.*
- b) *Incorporate the plan prepared in accordance with Clause 53.02-4.4 of this planning scheme approved under this permit.*
- c) *State that if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis.*

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

d) Bushfire Management Plan Required

Prior to certification under the Subdivision Act 1988, the amended Bushfire Management Plan must be prepared then submitted to and endorsed by the Responsible Authority. Once endorsed the Bushfire Management Plan must be included as an annexure to the section 173 agreement prepared to give effect to clause 44.06-5 of the Planning Scheme and not be altered unless agreed to in writing by CFA and the Responsible Authority.



**Deed of Amendment to an Agreement – 6 Higgins Hill Drive,
Maiden Gully 3551**

The plan must be generally in accordance with the BMP prepared by Regional Planning & Design Pty Ltd (Figure 11 (Version C) dated 6/10/2023 but amended to replace the preamble for Defendable Space to read:

"Defendable space for a distance of 50 metres within and around the building envelopes (or to the property boundary, whichever is lesser distance) must be provided for where vegetation (and other flammable materials) will be modified and managed in accordance with the following requirements."

- G. This Deed sets out and records the amendment to the Agreement.



Deed of Amendment to an Agreement – 6 Higgins Hill Drive,
Maiden Gully 3551

1. DEFINITIONS

In this Deed:

Act means the *Planning and Environment Act 1987*.

Agreement means the agreement made between Council and the Owner on 19 May 2023 under section 173 of the Act, and registered on the title of the Land through dealing number AW883067A on 31 May 2023.

Bushfire Management Plan means the Bushfire Management Plan in prepared by Regional Planning and Design, Version D, dated 29/11/2023 which has been endorsed by Council to form part of the permit and which is provided in Annexure A to this Agreement.

Business Day means Monday to Friday excluding public holidays in Victoria.

Council means the Greater Bendigo City Council and includes any of its successors or assigns.

Effective Date means the date that this Deed is registered on the title to the Land.

Land means all that piece of land being Lot 1 on Plan of Subdivision 913968K being the whole of the land described in Certificate of Title Volume 12486 Folio 767.

Lot means any lot created by the proposed subdivision under the Planning Permit.

Owner means the person registered or entitled from time to time to be registered by the Registrar of Titles, as proprietor of an estate in fee simple of the Land, or any part of it.

Planning Permit means Planning Permit DS/505/2023 a copy of which can be inspected from Council Offices upon appointment.

Scheme means the Greater Bendigo Planning Scheme or any other planning scheme which applies to the Land from time to time.

2. PURPOSE

The purpose of this Deed is to record an amendment to the Agreement.

3. AMENDMENT

With effect from the Effective Date, the Agreement in respect of the Land only, is varied as follows:

3.1 Plan marked "Annexure A"

The definition of **Bushfire Management Plan** in clause 1 of the Agreement is amended to read as follows:

Bushfire Management Plan means the Bushfire Management Plan in prepared by Regional Planning and Design, Version D, dated 29/11/2023 which has been endorsed by Council to form part of the permit and which is provided in Annexure A to this Agreement.



Deed of Amendment to an Agreement – 6 Higgins Hill Drive,
Maiden Gully 3551

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4. RECORDING OF THIS DEED BY THE REGISTRAR OF TITLES

- 4.1 In accordance with section 183 of the Act, Council must notify the Registrar of Titles to make a recording of this Deed in the Register on the Certificate of Title to the Land.
- 4.2 The Owner consents to Council making an application to the Registrar of Titles for the purposes of Council complying with clause 4.1.

5. COSTS

The Owner will pay for the costs associate with the negotiation and preparation of this Deed, including the costs of Head and for the costs of registering this Deed on the title to the Land.

6. VARIATION

This Deed may be amended only in accordance with the requirements of the Act.

7. LAW

This Deed is governed by and interpreted in accordance within laws for the time of being enforced in the State of Victoria and parties submit to the non-exclusive jurisdiction of the Courts for exercising jurisdiction in the State of Victoria.



Deed of Amendment to an Agreement – 6 Higgins Hill Drive,
Maiden Gully 3551

9

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

APPROVED under the **COMMON SEAL** of the
GREATER BENDIGO CITY COUNCIL in the
presence of:

A handwritten signature in black ink, appearing to read 'Andrew Cooney', written over a horizontal line.

Chief Executive Officer

Full name: Andrew Ian Alfred Cooney

Usual Address:

Galkangu – Bendigo GovHub

189-229 Lyttleton Terrace, Bendigo VIC 3550





Deed of Amendment to an Agreement – 6 Higgins Hill Drive,
Maiden Gully 3551

10

SIGNED SEALED AND DELIVERED by the)
said **BRADLEY JOHN WAKEFIELD** in the)
presence of:



) **Bradley John Wakefield**

Witness.....


Print full name.....**PAULAN ABERON NETHERWAY**

SIGNED SEALED AND DELIVERED by the)
said **PAULA THERESE WAKEFIELD** in the)
presence of:



) **Paula Therese Wakefield**

Witness.....


Print full name.....**PAULAN ABERON NETHERWAY**



Deed of Amendment to an Agreement – 6 Higgins Hill Drive,
Maiden Gully 3551

ANNEXURE A – BUSHFIRE MANAGEMENT PLAN

11

SCHEDULE OF BUSHFIRE PROTECTION MEASURES

Defendable Space

Defendable space for a distance of 50 metres within and around the building envelopes (or to the property boundary, whichever is the lesser distance) must be provided where vegetation (and other flammable materials) will be modified and managed in accordance with the following requirements:

- Grass must be short cropped and maintained during the declared fire danger period.
- All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.
- Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.
- Plants greater than 10 centimetres in height must not be placed within 3 metres of a window or glass feature of the building.
- Shrubs must not be located under the canopy of trees.
- Individual and clumps of shrubs must not exceed 5 square metres in area and must be separated by at least 5 metres.
- Trees must not overhang or touch any elements of the building.
- The canopy of trees must be separated by at least 5 metres.
- There must be a clearance of at least 2 metres between the lowest tree branches and ground level.

Construction standards

The proposed buildings will be designed and constructed to have a minimum Bushfire Attack Level of BAL 29.

Water supply

A tank on each lot will hold 10 000 litres of effective water supply for fire fighting purposes which meets the following requirements:

- Is stored in an above ground water tank constructed of concrete or metal.
- All fixed above-ground water pipes and fittings required for fire fighting purposes must be made of corrosive resistant metal.
- Include a separate outlet for occupant use

The water supply must also

- Incorporate a ball or gate valve (British Standard Pipe (BSP) 65mm) and coupling (64 mm CFA 3 thread per inch male fitting).
- The outlet/s of the water tank must be within 4m of the access way and 60m of all parts of the building and be unobstructed.
- Be readily identifiable from the building or appropriate identification signage to the satisfaction of CFA must be provided.
- Any pipework and fittings must be a minimum of 65 mm (excluding the CFA coupling).

Access

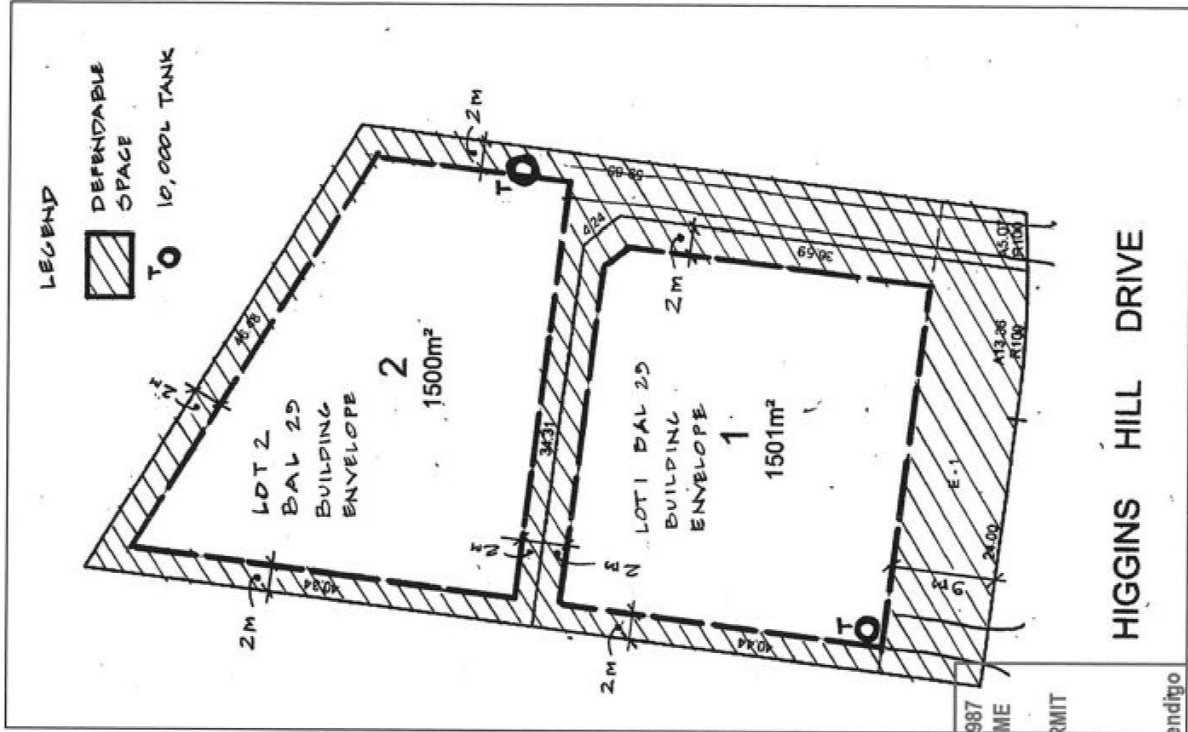
The driveways shown on the plan will provide access for trucks for fire fighting purposes which meets the following requirements:

- A load limit of at least 15 tonnes
- Curves must have a minimum inner radius of 10m.
- The average grade must be no more than 1 in 7 (14.4 per cent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 per cent) (11.3 degrees) for no more than 50m.
- Have a minimum trafficable width of 3.5m of all weather construction.
- Be clear of encroachments for at least 0.5m on each side and 4m above the access way.
- Dips must have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle.

FIGURE 11 BUSHFIRE MANAGEMENT PLAN

6 Higgins Hill Drive Maiden Gully

Version D 29/11/2023



PLANNING AND ENVIRONMENT ACT 1987
GREATER BENDIGO PLANNING SCHEME

PLAN REFERRED TO IN PLANNING PERMIT

NO: DS/505/2023

Delegated Officer: Evan Murley

For and on behalf of the City of Greater Bendigo

Date: 15 January 2024

Page 1 of 1

Property Clearance Certificate

Land Tax



INFOTRACK / HQ LAW

Your Reference:	46727
Certificate No:	92362319
Issue Date:	22 JUL 2025
Enquiries:	ESYSPROD

Land Address: 6A HIGGINS HILL DRIVE MAIDEN GULLY VIC 3551					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
50601183	2	913995	12539	42	\$909.36

Vendor: KRISTY LEE GANDY & PAUL ANTHONY ROSS-SMITH
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR PAUL ANTHONY ROSS-SMITH	2025	\$335,000	\$1,455.00	\$0.00
				\$909.36

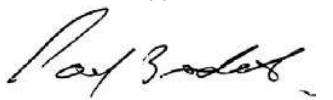
Comments: Land Tax of \$1,455.00 has been assessed for 2025, an amount of \$545.64 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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 IMPROVED VALUE (CIV):	\$335,000
SITE VALUE (SV):	\$335,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$909.36



Notes to Certificate - Land Tax

Certificate No: 92362319

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. 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.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. 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.
8. 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 = \$1,455.00

Taxable Value = \$335,000

Calculated as \$1,350 plus (\$335,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,350.00

Taxable Value = \$335,000

Calculated as \$335,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 92362319

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

CARD



Ref: 92362319

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / HQ LAW

Your Reference:	46727
Certificate No:	92362319
Issue Date:	22 JUL 2025
Enquires:	ESYSPROD

Land Address: 6A HIGGINS HILL DRIVE MAIDEN GULLY VIC 3551

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50601183	2	913995	12539	42	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
100	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$335,000
SITE VALUE:	\$335,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92362319

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. 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 unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / HQ LAW

Your Reference:	46727
Certificate No:	92362319
Issue Date:	22 JUL 2025

Land Address: 6A HIGGINS HILL DRIVE MAIDEN GULLY VIC 3551					
Lot	Plan	Volume	Folio		
2	913995	12539	42		
Vendor:	KRISTY LEE GANDY & PAUL ANTHONY ROSS-SMITH				
Purchaser:	FOR INFORMATION PURPOSES				
WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 92362319

Power to issue Certificate

- Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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

- The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

- Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, 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 unpaid windfall gains tax.

Information for the purchaser

- Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
- If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
- A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

- A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

- A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
- 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.
- Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 92362318

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

CARD



Ref: 92362318

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



Issue Date: 22 July 2025
Your Reference: 77499359-014-4:87464
Certificate Number: 136748

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Land Information Certificate

This Certificate is issued under Section 121 of the Local Government Act 2020. The Rates & Charges for the year ending 30 June 2026 became payable on 1 July 2025. Overdue rates attract interest at the rate of 10.0% per annum.

PROPERTY ADDRESS: 6A Higgins Hill Drive, MAIDEN GULLY 3551
PARCEL DETAILS: Lot 2 PS 913995G
AVPCC: 100 - Vacant Residential Dwelling Site/Surveyed Lot

ASSESSMENT NUMBER 210647 4

Site Value	\$335,000	Level of Valuation	01-Jan-2025
Capital Improved Value	\$335,000	Valuation Operative	01-Jul-2025
Net Annual Value	\$16,750	Basis of Rate	C.I.V.

RATES & CHARGES	CURRENT AMOUNT LEVIED
General Rates	\$1,235.55
Emergency Services and Volunteer Fund	\$193.95
	\$
TOTAL LEVIED	\$1,429.50
Arrears Outstanding	\$0.00
Current Legal Costs Outstanding	0.00
Arrears Legal Costs Outstanding	0.00
Interest to Date	\$0.00
TOTAL OUTSTANDING	\$1,429.50

Other Property Debt -	\$0.00
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Total Outstanding for Property \$1,429.50

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.

KATELYN STONE
SENIOR COORDINATOR RATES & VALUATIONS



Bill Code: 268813
Ref: 2106474

To obtain an updated balance prior to settlement or for any other information regarding this certificate please contact the Rates Team Directly on 03 5434 6262. Notices of Acquisition can be forwarded to acquisitions@bendigo.vic.gov.au

PREScribed INFORMATION

This Certificate PROVIDES information regarding valuation, rates, charges, other moneys owing, and any orders and notices made under the Local Government Act 2020, 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 119 of the Act.

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, PO Box 733, Bendigo 3552, Telephone 1300 002 642.

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 Local Government Act 1989.

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

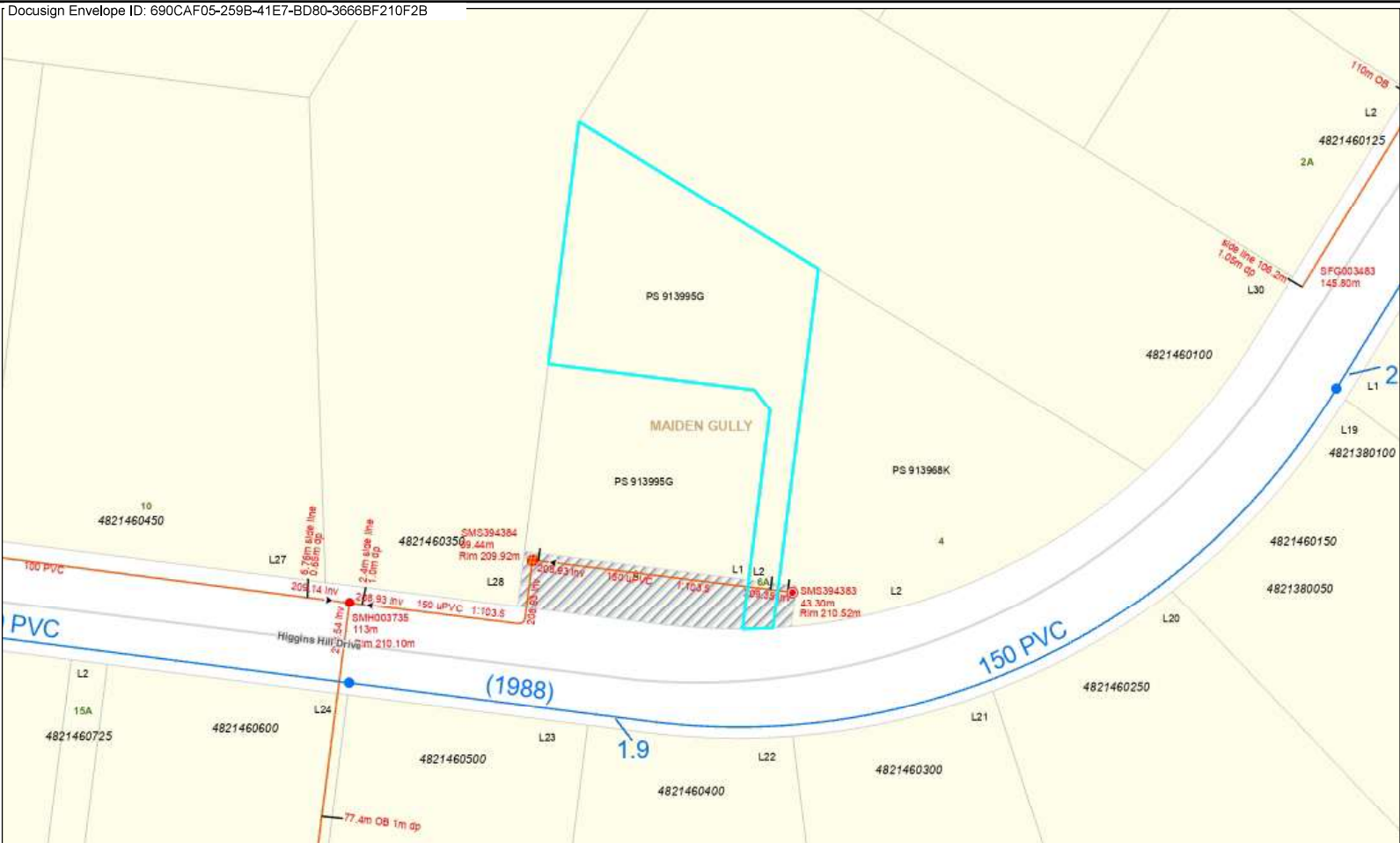
Rates and Charges for financial year ending 30 June 2026. All Rates and Charges due by four (4) instalments due 30 September 2025, 01 December 2025, 02 March 2026 and 01 June 2026.

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 90 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 NOTE: Updates will not be provided after the 90 day period has passed, a new certificate will be required.



Disclaimer with respect to the information provided:
Coliban Water makes no representation or warranty regarding the accuracy or completeness of the information in this document. Coliban Water further accepts no responsibility for any omissions or inaccuracies that may exist, and disclaims all liability for any loss or damage which may arise directly or indirectly from reliance on the information in this document, whether or not that loss is caused by any negligence on the part of Coliban Water or its employees.

Coliban Region Water Corporation

6A Higgins Hill Drive



Scale: 1: 800 (A4)



Date: 22/07/2025



HISTORIC MINING ACTIVITY

Form No. 692

22 July, 2025

Property Information:

Address: 6A HIGGINS HILL DRIVE MAIDEN GULLY 3551

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.

For queries, contact:

Department of Energy, Environment and Climate Action
E-mail: gsv_info@deeca.vic.gov.au

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](https://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)