

Rennicks Conveyancing Pty Ltd

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

12 SOWERBY ROAD, MORWELL VIC 3840

Vendor's name

Dylan Jack Field

Date

/ /

Vendor's signature


Dylan Jack Field (Mar 6, 2024 15:49 GMT+11)

Vendor's name

Hannah Louise Te Wierik

Date

/ /

Vendor's signature


Hannah Louise Te Wierik (Mar 6, 2024 15:47 GMT+11)

Purchaser's name

Date

/ /

Purchaser's signature

Purchaser's name

Date

/ /

Purchaser's signature

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed:

\$3,850.00

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under 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.

☒ The required specified information is as follows:

- | | |
|-----------------------------------|--|
| (a) Name of planning scheme | Latrobe Planning Scheme |
| (b) Name of responsible authority | Latrobe City Council |
| (c) Zoning of the land | General Residential Zone (GRZ) - Schedule 3 (GRZ3) |
| (d) Name of planning overlay | Development Plan Overlay (DPO) - Schedule 1 (DPO1) |

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:

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐ (Gippsland Water)	Sewerage ☐ (Gippsland Water)	Telephone services ☒
---	-------------------------------------	--	--	--

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate their account with the service provider before settlement and the purchaser will have to pay to have the service reconnected.

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 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is Attached

13. ATTACHMENTS

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

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

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

Covenant AK213844Y (Expired)
Section 173 Agreement U741474F
Section 173 Agreement AJ301503V
State Revenue Office Land Tax Certificate
Gippsland Water Sewer & Drain Plan
Building & Occupancy Permit No. BSU-1274/201812039/0
Builders Warranty Insurance
Building Permit No. BS-L 58816/2826989404090/0

Finance Inspection No. BS-L 58816/2826989404090/0

137B Owner Builder Defects Report

GST Withholding Notice

Planning Certificate dated 01/03/2024

Land Victoria Property/Planning Reports



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

Page 1 of 2

VOLUME 11388 FOLIO 353

Security no : 124113092686V
Produced 01/03/2024 02:07 PM

LAND DESCRIPTION

Lot 52 on Plan of Subdivision 649425W.
PARENT TITLE Volume 11383 Folio 575
Created by instrument PS649425W 15/11/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DYLAN JACK FIELD
HANNAH LOUISE TE WIERIK both of 17 DENISE STREET MORWELL VIC 3840
AR385554J 24/08/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR385555G 24/08/2018
BANK AUSTRALIA LTD

COVENANT AK213844Y 28/02/2013
Expiry Date 31/12/2020

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
U741474F 28/04/1997

AGREEMENT Section 173 Planning and Environment Act 1987
AJ301503V 08/11/2011

DIAGRAM LOCATION

SEE PS649425W 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: 12 SOWERBY ROAD MORWELL VIC 3840

ADMINISTRATIVE NOTICES

NIL

eCT Control 20000L BANK AUSTRALIA LIMITED
Effective from 24/08/2018



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

Page 2 of 2

DOCUMENT END



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Document Type	Plan
Document Identification	PS649425W
Number of Pages (excluding this cover sheet)	8
Document Assembled	01/03/2024 14:07

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Signed by Council: Latrobe City Council, Council Ref: 2011/116, 2012/4/Cert, Original Certification: 07/11/2012, S.O.C.: 07/11/2012

PLAN OF SUBDIVISION		Stage No. /	LRS use only EDITION 2	Plan Number PS 649425W
<p>Location of Land Parish: MARYVALE Township: - Section: - Crown Allotment: 71 (PART) Crown Portion: - Title References C/T VOL FOL Last Plan Reference: Lot A on PS 649424Y</p> <p>Postal Address: ASHLEY AVENUE (At time of subdivision) MORWELL VIC 3844</p> <p>MGA Co-ordinates: E 448 390 (Of approx. centre of plan) N 5 769 160 Zone 55</p>		<p>Council Certification and Endorsement</p> <p>Council Name: CITY OF LATROBE Ref:</p> <p>1. This Plan is certified under Section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6/...../</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p>OPEN SPACE</p> <p>(i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage</p> <p>Council delegate Council seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate Council seal Date / /</p>		
Vesting of Roads or Reserves				
Identifier		Council/Body/Person		
ROAD R-1 RESERVE No.1 RESERVE No. 2		CITY OF LATROBE SPI Electricity Pty Ltd CITY OF LATROBE		
Notations				
Depth Limitations: DOES NOT APPLY		Staging: This is not a staged subdivision Planning Permit No. 2011/116		
		<p>This is a SPEAR plan.</p> <p>Land being subdivided is enclosed within thick continuous lines.</p> <p>Lots 1 to 26, 48, 49 & A (all inclusive) have been omitted from this plan.</p> <p>Survey: This plan is based on survey</p> <p>This survey has been connected to Permanent Mark No(s). 124 & 151 in Proclaimed Survey Area No. 10</p>		
Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		LRS use only		
		Statement of compliance/ Exemption Statement		
		Received ☒		
		Date: 8 / 11 / 12		
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	Drainage	2	PS 533422A	City of Latrobe
E-2	Drainage	See Diag	PS 649424Y	City of Latrobe
E-2	Pipelines or Ancillary Purposes	See Diag	PS 649424Y Section 136 Water Act 1989	Central Gippsland Region Water Corporation
E-3	Drainage	3.50	PS 649424Y	City of Latrobe
E-3	Pipelines or Ancillary Purposes	3.50	PS 649424Y Section 136 Water Act 1989	Central Gippsland Region Water Corporation
EASEMENT DETAILS CONTINUED ON SHEET 2				
HERITAGE BOULEVARD ESTATE - STAGE 2 (32 LOTS)				AREA OF STAGE - 2.947ha
Sheet 1 of 6 Sheets				
 <p>CPG 469 La Trobe Street Melbourne Vic 3000 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com</p>		<p>LICENSED SURVEYOR (PRINT) James Patrick Gleeson</p> <p>SIGNATURE - DIGITALLY SIGNED DATE / /</p> <p>REF: 142801SV00 VERSION 4</p> <p>FILE NAME: 142801SV00.dwg FILE LOCATION: F:\141\142801\142801-SUB\DWG\ LAYOUT NAME: Sheet 1 SAVE DATE: Thu, 14 Jun 2012 - 12:11 LAST SAVED BY: seanb</p>		<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>

Signed by Council: Latrobe City Council, Council Ref: 2011/116, 2012/4/Cert, Original Certification: 07/11/2012, S.O.C.: 07/11/2012

	PLAN OF SUBDIVISION	Stage No. /	LRS use only EDITION	Plan Number PS 649425W
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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-4	Power Line	See Diag	PS 512352N Section 88 Electricity Industry Act 2000	TXU Electricity Pty Ltd
E-4	Drainage	See Diag	PS 512352N	City of Latrobe
E-4	Pipeline or Ancillary Purposes	See Diag	PS 649424Y Section 136 Water Act 1989	Central Gippsland Region Water Corporation
E-5	Pipeline or Ancillary Purposes	See Diag	PS 649424Y Section 136 Water Act 1989	Central Gippsland Region Water Corporation
E-5	Drainage	See Diag	PS 649424Y	City of Latrobe
E-5	Power Line	See Diag	PS 512352N Section 136 Water Act 1989	TXU Electricity Pty Ltd
E-6	Drainage	See Diag	PS 512352N	City of Latrobe
E-6	Pipelines or Ancillary Purposes	See Diag	PS 649424Y Section 136 Water Act 1989	Central Gippsland Region Water Corporation
E-7	Pipelines or Ancillary Purposes	3	PS 649424Y Section 136 Water Act 1989	Central Gippsland Region Water Corporation
E-8	Pipelines or Ancillary Purposes	3	PS 649424Y Section 136 Water Act 1989	Central Gippsland Region Water Corporation
E-8	Drainage	3	PS 649424Y	City of Latrobe
E-9	Pipelines or Ancillary Purposes	2	PS 649424Y Section 136 Water Act 1989	Central Gippsland Region Water Corporation
E-10	Pipelines or Ancillary Purposes	3.50	PS 649424Y Section 136 Water Act 1989	Central Gippsland Region Water Corporation
E-11	Drainage	3.50	This Plan	City of Latrobe
E-12	Pipelines or Ancillary Purposes	3.50	This Plan Section 136 Water Act 1989	Central Gippsland Region Water Corporation
E-12	Drainage	3.50	This Plan	City of Latrobe
E-13	Pipelines or Ancillary Purposes	4	This Plan Section 136 Water Act 1989	Central Gippsland Region Water Corporation
E-13	Drainage	4	This Plan	City of Latrobe

 <p>CPG 469 La Trobe Street Melbourne Vic 3000 T 61 3 9993 7888 F 61 3 9993 7999 cpg-global.com</p>	<p>LICENSED SURVEYOR (PRINT) James Patrick Gleeson</p> <p>SIGNATURE - DIGITALLY SIGNED</p> <p>REF: 142801SV00</p> <p>FILE NAME : 142801SV00.dwg FILE LOCATION : F:\14114280\1142801-SUBIDWG1 LAYOUT NAME : Sheet 2 SAVE DATE : Thu, 14 Jun 2012 - 12:11 LAST SAVED BY : seanb</p> <p>DATE / /</p> <p>VERSION 4</p>	<p>Sheet 2</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>

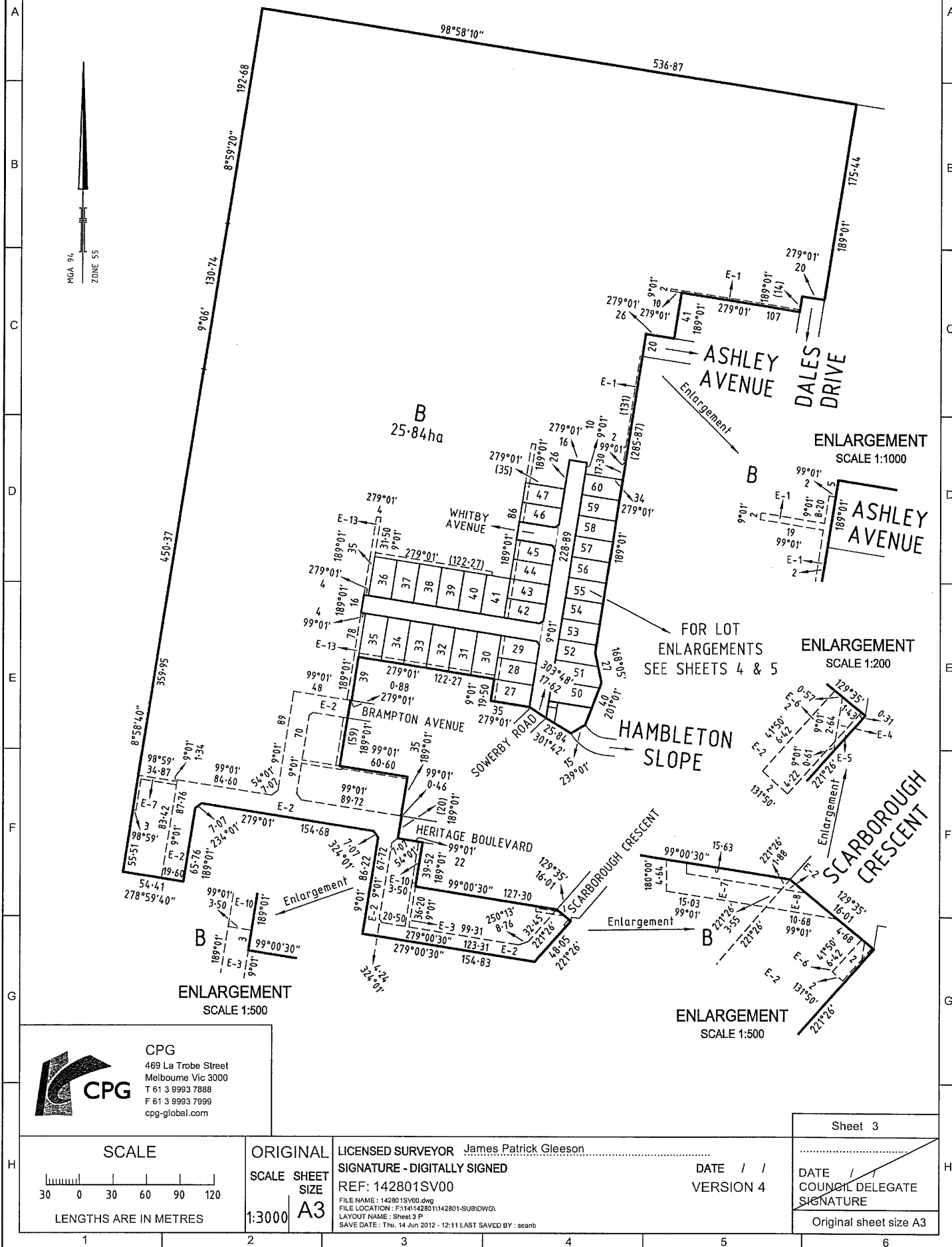
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PLAN OF SUBDIVISION

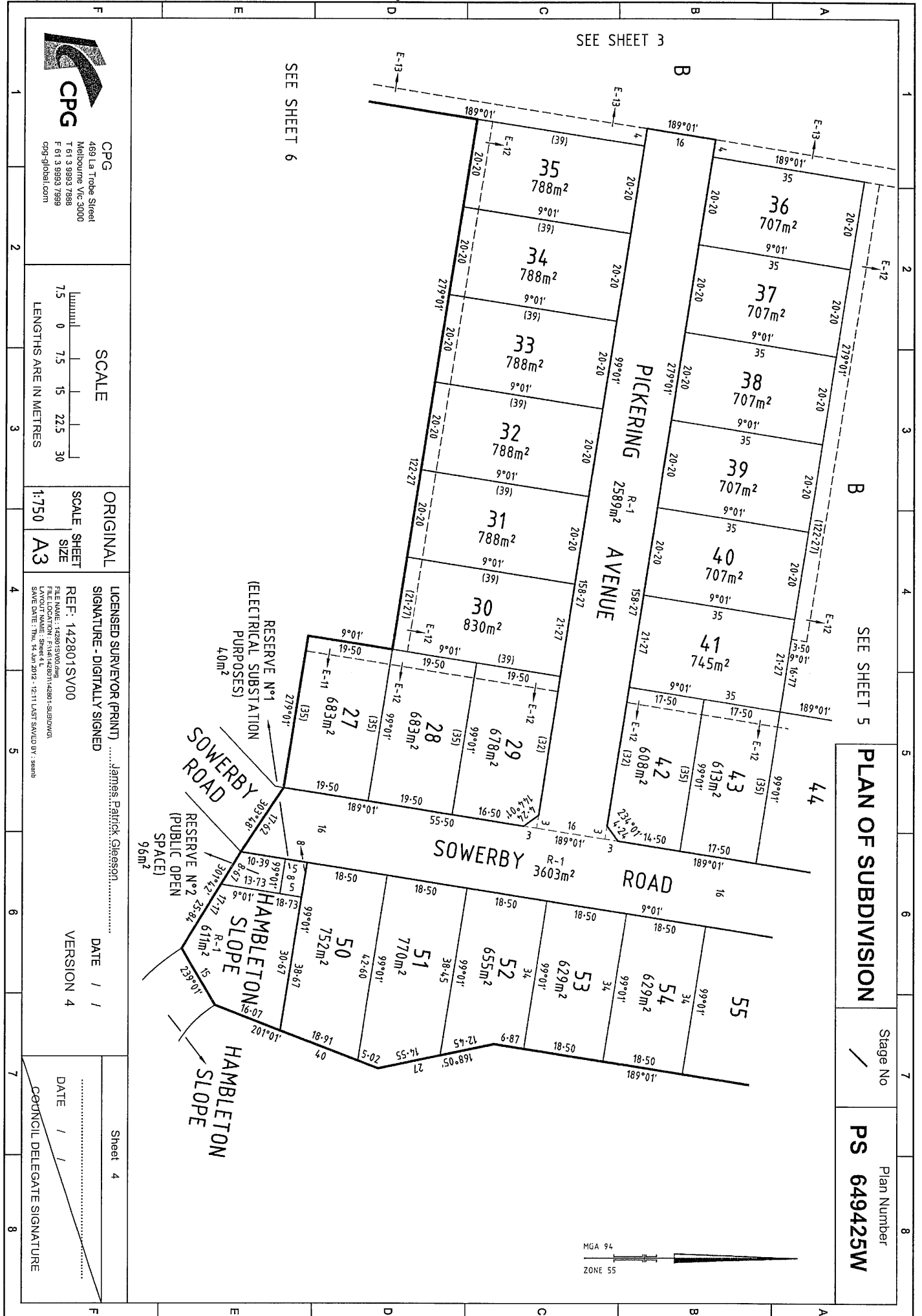
Stage No

Plan Number

PS 649425W

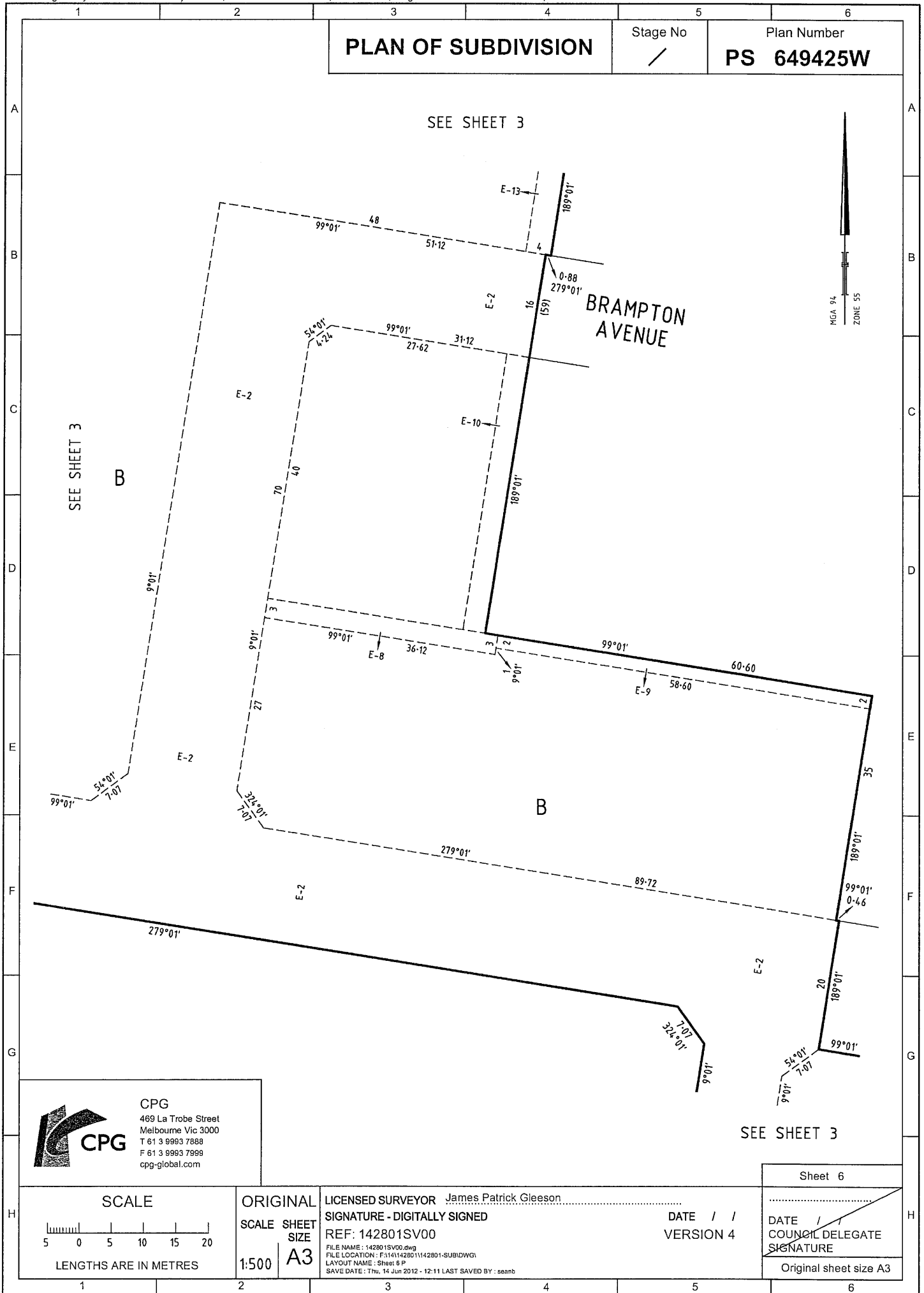


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Signed by Council: Latrobe City Council, Council Ref: 2011/116, 2012/4/Cert, Original Certification: 07/11/2012, S.O.C.: 07/11/2012





Plan of Subdivision PS649425W

**Concurrent Certification and Statement of Compliance
(Form 3)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S019577H

Plan Number: PS649425W

Responsible Authority Name: Latrobe City Council

Responsible Authority Reference Number 1: 2011/116

Responsible Authority Reference Number 2: 2012/4/Cert

Surveyor's Plan Version: 4

Certification

☒ This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

☒ This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

☒ Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Jody Riordan

Organisation: Latrobe City Council

Date: 07/11/2012

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS649425W

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: TRANS 2986736

Phone: _____

Address: _____

Ref: _____

Customer Code: 789635740

Privacy Collection Statement

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

MADE AVAILABLE/CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

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

Land: (volume and folio reference)

RS Certificate of Title Volume 11388 folio 353

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

All Its Estate In Fee Simple

Consideration:

\$115,000.00

Transferor: (full name)

C.F.M PAYNE PTY LTD ACN 004 371 680

Transferee: (full name and address including postcode)

JOEL STEPHEN SOUTAR

of 4 St George Terrace MORWELL 3840

Directing Party: (full name)

NIL

Creation and/or Reservation and/or Covenant

The Transferee for himself, his respective heirs, his Executors, administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and every part thereof DO HEREBY COVENANT with the said Transferor and other registered proprietors for the time being of every Lot (other than the burdened land) on Plan of Subdivision PS649424W (other than the land hereby transferred) that he will:-

1. Not erect or place or suffer to be erected or placed thereon a building other than a detached dwelling house constructed of new materials and such dwelling having a minimum living floor area of 140 square metres (excluding carports, verandahs and garages) with domestic outbuildings including

Approval No. 1241115A

ORDER TO REGISTER

STAMP DUTY USE ONLY

T2

Please register and issue title to

D. D. G.

Page 1 of 3

Signed

Cust. Code:

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

AK213844Y

save and RS

the roof to be of new materials of a non-reflective nature and, except on lots greater than 700 square metres, domestic outbuilding not to exceed an area of 54 square metres.

2. Not use or permit or allow to be built any temporary, relocatable building or structure on the Lot.
3. Not use or permit to allow to be built any building to be used for anything other than residential purposes.
4. Not without obtaining the written consent of the Vendor to permit or allow to be erected upon the Lot:-

4.1 Any building or structure constructed of cement sheeting or fibro cement sheeting as may be necessarily used in eave cladding.

4.2 Any building or structure the outer walls of which are predominately weatherboard or a weatherboard like material.

4.3 Any outbuildings not constructed of brick, brick veneer, timber or colour bond.

4.4 Any building or structure consisting wholly or partly of second hand materials other than second hand bricks or stone.

5. Not to erect or construct or permit to remain any fence upon the property unless such fence or fences meets the following requirements:-

5.1 The side fence must be constructed of vertical lapped treated pine palings, not to exceed 1 metre in height over a 2.8 metre distance from the front boundary of the Lot, thereafter angular grading over a distance of 2.5 metres to a fixed 1.8 metres in height.

5.2 The rear fence must be constructed of vertical lapped treated pine palings fixed at a height of 1.8 metres, unless already existing at the time of signing.

5.3 Corner Lots and Lots abutting corner fenced Lots are to be constructed of new materials with the front fence being designated as opposite the front door of any dwelling constructed on the Lot.

5.4 Lots that abut reserves must be constructed of vertical lapped treated pine paling fixed at a height of 1.8 metres.

6. Not to park or allow any vehicles to remain on the property which exceeds 3 tonnes in weight or has a double rear axle.

AND it is agreed that the benefit of the foregoing covenant shall be attached to and run at law and in equity with every Lot on the said Plan of Subdivision (other than the land hereby transferred) and the burden of this covenant shall be annexed to and run with the land hereby transferred and that the same shall be noted and appear on every future Certificate of Title to the land hereby transferred and every part thereof as an encumbrance affecting the same and every part thereof until 31 December 2020 when such burden shall for all intents and purposes cease and shall have no further effect in title equity or law.

Dated: 05/02/2013
Execution and attestation

Approval No. 1241115A

T2

Page 2 of 3

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

SAI Global Property Division Pty Ltd

AK213844Y

Executed by C.F.M Payne Pty Ltd (ACN 004 371 680) in accordance with Section 127 of the Corporations Act 2001 by being signed by those persons who are authorised to sign for the company

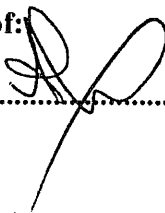
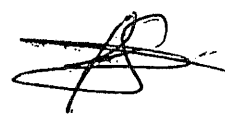
Sole Director/Sole Secretary.....

Full Name: Roger David Midgley Smith

Usual address: 19 Elgin Street Morwell Vic 3840

Signed by the Transferee in
the presence of:

Witness.....

 ASHLEY JOHN POZON 

Approval No. 1241115A

T2

Page 3 of 3

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Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

SAI Global Property Division Pty Ltd

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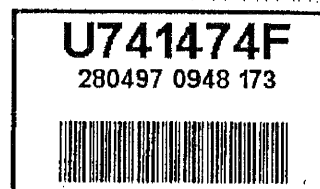
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**Application by a responsible
authority for the making of
a recording of an agreement
Section 181(1), Planning and
Environment Act 1987**

Lodged at the Land Titles Office by:

Name: Rennicks Gippsland Solicitors
Telephone: (03) 5134 3177
Address: PO Box 795
MORWELL 3840

Ref: DM:HP 193111
Customer Code: 321C

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

Land (Insert Volume and Folio reference)(if part only, define the part)
Volume 9955 Folio 140

Authority (name and address including postcode)
LaTrobe Shire Council
Kay Street
TRARALGON 3844

Section and Act under which Agreement made
Section 173
Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for Authority:

Name of Officer:

NICK KEARNS

Designation of Officer:

DEVELOPMENT APPROVALS
LEADER

Date:

16 APRIL 1997

Planning and Environment Act Regulations - Form 9.1

1-7 MAY 1997

ASBP

SECTION 173 AGREEMENT

THIS AGREEMENT is made the 7th day of April 1997.

BETWEEN:

THE LA TROBE SHIRE COUNCIL of Civic Centre, Kay Street, Traralgon ("the Council")

AND

C.F.M. PAYNE PTY LTD (ACN 004 371 680) of 126 George Street, Morwell ("the Owner")

WHEREAS

- A. The Owner is registered or entitled to be registered as the proprietor of the land described as the whole of the land in Certificate of Title Volume 9955 Folio 140, being Lot B on Plan of Subdivision Number 218993C ("the Property"), a copy of which is attached hereto.
- B. The Council is the responsible authority of the Morwell Planning Scheme.
- C. The Owner has requested Council to release the Bank Guarantee from Westpac Banking Corporation ("the Guarantee") given to Council for the drainage headworks and recreation charges for Plans of Subdivision No. 218992E and No. 218993C, a copy of each of which is attached hereto.
- D. The Council has agreed to release the Guarantee but only if the Owner enters into this Agreement with the Council to protect the Council's rights in respect of the drainage headworks and recreation charges.
- E. The Council and the Owner have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be treated this Agreement shall be an Agreement under Section 173 of the Planning & Environment Act ("the Act").

NOW THIS AGREEMENT WITNESSES as follows:-

1. In this Agreement unless inconsistent with the context or subject matter

"the Act" shall mean the Planning & Environment Act 1987 or any modification, amendment or re-enactment thereof.



"Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of any estate in fee simple of the Property or any part thereof.

2. The Owner with the intent that its covenants hereunder shall run with the Property hereby covenants and agrees that it (which term shall include the Owner or Owners of the Property or any part thereof from time to time) will:
 - (a) not hold Council responsible or liable for any damage or injury whatsoever which may result directly or indirectly from any drainage from the land in Plans of Subdivision No. 218992E and No. 218993C passing over or through the Property.
 - (b) upon further subdivision of the Property unless exempted from so doing by Council on such terms as Council deems appropriate (including postponing of the doing of the required drainage works), meet the cost of all drainage works reasonably required by Council or any other relevant authority which are required to provide drainage for the benefit of the land in Plans of Subdivision No. 218992E and No. 218993C which cost shall not exceed the original headworks charges as determined by Council.
3. The Owner further covenants and agrees:
 - (a) to do all things necessary to enter a Memorandum of this Agreement on the Certificate of Title to the subject land in accordance with Section 181 of the Act, including signing any further agreement, acknowledgement or document to enable the said memorandum to be registered under that Section;
 - (b) to do all things necessary including the signing of any further agreements, undertakings, covenants, consents, approvals or other documents necessary for the purpose of ensuring it carries out its covenants, agreement and obligations hereunder and to enable the Council to enforce the performance by the Owner of such covenants, agreements and undertakings.
 - (c) to pay all legal costs in connection with the preparation and execution of this Agreement and lodging of an Application at the Land Titles Office to have a Memorandum of this Agreement entered on the Certificate of Title to the subject land and to submit to the Council a copy of the Certificate of Title after the registration of the Agreement by the Land Titles office.



EXECUTED AS AN AGREEMENT

The Seal of La Trobe Shire Council
was hereunto affixed this 7th
day of April 1997 in the
presence of:

.....
.....
.....

(MAYOR)

(Commissioner)

(COUNCILLOR)

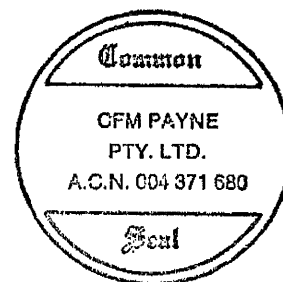
(Commissioner)

(Chief Executive Officer)



The Common Seal of C.F.M. Payne Pty Ltd
(ACN 004 371 680) was hereunto affixed
in accordance with its Articles of
Association in the presence of:

..... (Director)
..... (SECRETARY)
..... (Director)



H/PRECEDEN/T/LATROBE.SC/CFMPAYNE.AGR

U741474F

280497 0948 173





VICTORIA

REGISTER BOOK

VOL. 9955 FOL. 140

Certificate of Title

UNDER THE "TRANSFER OF LAND ACT"

C.F.M. PAYNE PTY. LTD. of 126 George Street Morwell is the proprietor of an estate in fee simple subject to the encumbrances notified hereunder in all that land in the Parish of Maryvale being Lot B on Plan of Subdivision No. 218993C -

Issued under Regulation 10 -

Derived From
Vol. 8248 Fol. 495

6/6/90



P L Matthews
Assistant Registrar of Titles

ENCUMBRANCES REFERRED TO

Any easements created by Section 98 of the Transfer of Land Act 1958-

Any other encumbrances shown or entered on the said Plan-

MORTGAGE N483966C - Westpac Banking Corporation-
Registered 30/5/88-

SEE LP218993C FOR BOUNDARIES AND OTHER DETAILS

U741474F

280497 0948 173



NOTATIONS

LAND SUBJECT TO EASEMENT

- E-1 EASEMENT TO THE LATROBE VALLEY WATER AND SEWERAGE BOARD VIDE INST. A 112910.

LAND APPROPRIATED OR SET APART

- ROADS WITHIN THE HEAVY LINES FOR WAY, DRAINAGE, SEWERAGE, AND SUPPLY OF GAS & ELECTRICITY.
- E-2 DRAINAGE & SEWERAGE.

PLAN OF SUBDIVISION

COUNTY BULN BULN

PARISH MARYVALE

CROWN ALLOTMENT 71 (PART 1)

NUMBER OF SHEETS IN PLAN 2

NUMBER IN THIS SHEET 1

SCALE

1" = 50' 0" 100' 200' 400' 800' 1600'

PLAN APPROVED

AT ON

CERTIFICATE OF MUNICIPAL CLERK

MUNICIPALITY MORWILL

CERTIFICATE A

THIS PLAN ACCORDS WITH A PLAN

- SEATED BY THE COUNCIL UNDER SECTION 30B OF THE LOCAL GOVERNMENT ACT 1958 ON 13/12/89
- CONFIRMED BY THE PLANNING APPEALS BOARD ON 20/12/89
- AND A REQUIREMENT UNDER THE PLANNING APPEALS BOARD ACT 1958 HAS BEEN MADE

DATE 20/12/89 MUNICIPAL CLERK

CERTIFICATION BY SURVEYOR

I, JOHN FRANCIS WILLIAMS, of 555A HIGH STREET, MORWILL, certify that this plan has been deposited with the Surveyors Act 1978 and considered on 13th OCTOBER 1989.

Witness my hand and the stamp of the Surveyors Act 1978 on 27th OCTOBER 1989

John F. Williams

PLAN OF SUBDIVISION

COUNTY BULN BULN

PARISH MARYVALE

CROWN ALLOTMENT 71 (PART 1)

CERTIFICATE OF MUNICIPAL CLERK

MUNICIPALITY MORWILL

CERTIFICATE B

THIS PLAN ACCORDS WITH A PLAN EXEMPTED FROM SUBDIVISION (3) OF DIVISION 10 OF PART XIX OF THE LOCAL GOVERNMENT ACT 1958

- THE COUNCIL ON 20/12/89
- THE PLANNING APPEALS BOARD ON 20/12/89

DATE 20/12/89 MUNICIPAL CLERK

CERTIFICATION BY SURVEYOR

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John F. Williams

PLAN OF SUBDIVISION

COUNTY BULN BULN

PARISH MARYVALE

CROWN ALLOTMENT 71 (PART 1)

CERTIFICATE OF MUNICIPAL CLERK

MUNICIPALITY MORWILL

CERTIFICATE C

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- THE COUNCIL ON 20/12/89
- THE PLANNING APPEALS BOARD ON 20/12/89

DATE 20/12/89 MUNICIPAL CLERK

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PLAN OF SUBDIVISION

COUNTY BULN BULN

PARISH MARYVALE

CROWN ALLOTMENT 71 (PART 1)

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MUNICIPALITY MORWILL

CERTIFICATE D

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PLAN OF SUBDIVISION

COUNTY BULN BULN

PARISH MARYVALE

CROWN ALLOTMENT 71 (PART 1)

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MUNICIPALITY MORWILL

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PLAN OF SUBDIVISION

COUNTY BULN BULN

PARISH MARYVALE

CROWN ALLOTMENT 71 (PART 1)

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MUNICIPALITY MORWILL

CERTIFICATE F

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PLAN OF SUBDIVISION

COUNTY BULN BULN

PARISH MARYVALE

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MUNICIPALITY MORWILL

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John F. Williams

PLAN OF SUBDIVISION

COUNTY BULN BULN

PARISH MARYVALE

CROWN ALLOTMENT 71 (PART 1)

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MUNICIPALITY MORWILL

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PLAN OF SUBDIVISION

COUNTY BULN BULN

PARISH MARYVALE

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MUNICIPALITY MORWILL

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PLAN OF SUBDIVISION

COUNTY BULN BULN

PARISH MARYVALE

CROWN ALLOTMENT 71 (PART 1)

CERTIFICATE OF MUNICIPAL CLERK

MUNICIPALITY MORWILL

CERTIFICATE J

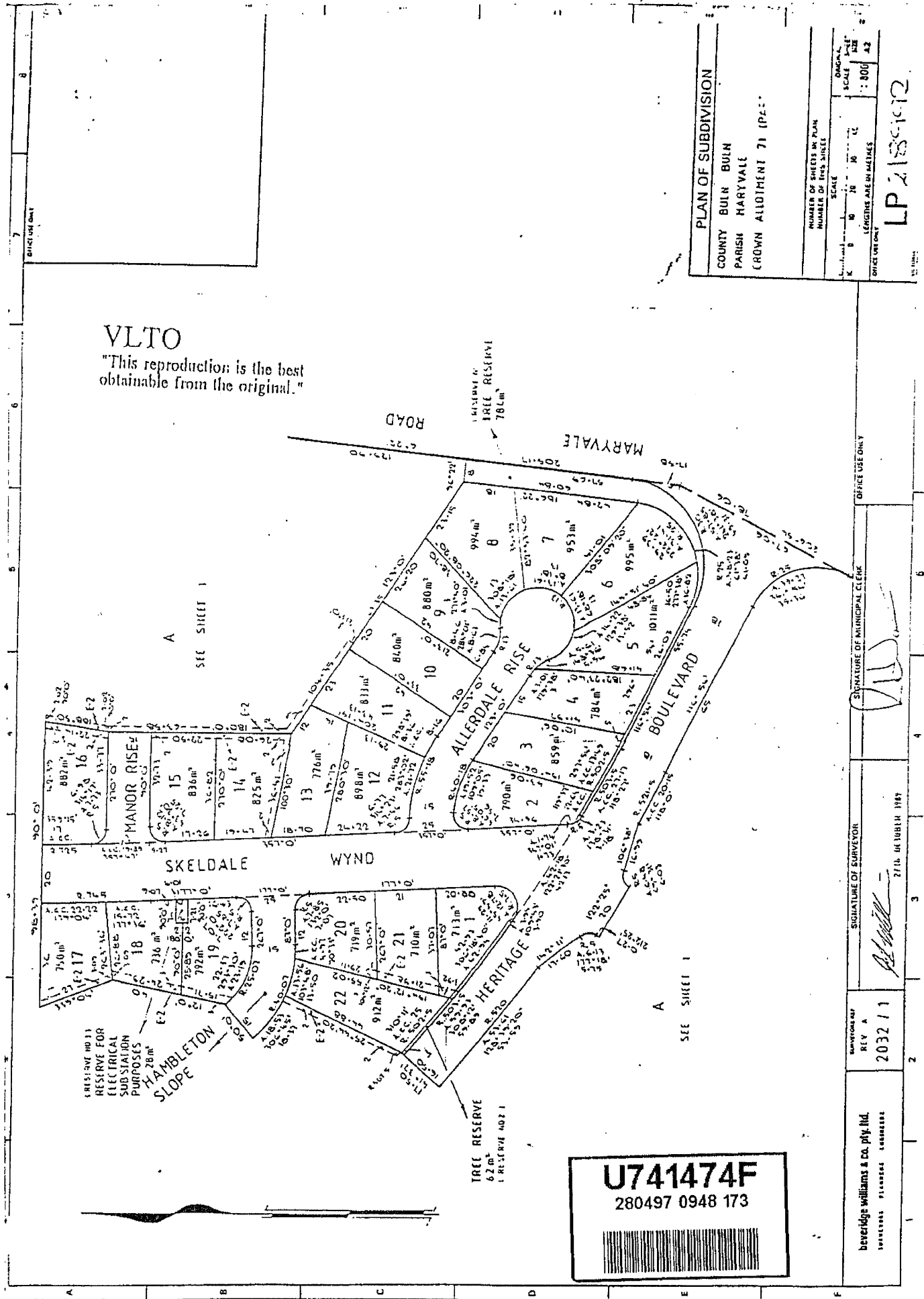
THIS PLAN ACCORDS WITH A PLAN EXEMPTED FROM SUBDIVISION (3) OF DIVISION 10 OF PART XIX OF THE LOCAL GOVERNMENT ACT 1958

- THE COUNCIL ON 20/12/89
- THE PLANNING APPEALS BOARD ON 20/12/89

DATE 20/12/89 MUNICIPAL CLERK

CERTIFICATION BY SURVEYOR

I, JOHN FRANCIS WILLIAMS, of 555A HIGH STREET, MORWILL, certify that this plan has been deposited with the Surveyors Act 1978 and considered on 13th OCT



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08/11/2011 \$107.50 173



**Application by a Responsible Authority
Referral Authority or Council
For the making of a recording of an agreement
Section 181(1) Planning and Environment Act 1987**

Lodged at the Land Titles Office by:

Name: CPG
PO Box 305
SOUTH MELBOURNE VIC 3205

Ref: 133817 **113966**

The authority having made an agreement referred to in Section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Volume 11127 Folio 363

Authority or Council: Latrobe City Council
141 Commercial Road, Morwell Vic 3840

Section and Act under
which Agreement made: Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to the Application.

Date:20/10/2011.....

Signed
An Authorised Officer of the Latrobe City Council

Office held: Planning Administration Officer

AJ301503V

08/11/2011 \$107.50 173



Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: Certificate of Title Volume 11127 Folio 363

Purpose: Development Contributions

Latrobe City Council

and

CFM Payne Pty Ltd

AJ301503V

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Agreement under Section 173 of the Planning and Environment Act 1987

AJ301503V

DATED 18 / 10 / 2011



Parties

Name	Latrobe City Council
Address	141 Commercial Road, Morwell, Victoria, 3840
Short name	Council

Name	CFM Payne Pty Ltd
Address	of LSH Accounting 235 Princes Drive, Morwell 3840
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Latrobe Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is within an area that is being developed for urban purposes.
- D. The Latrobe Planning Scheme requires the Owner to enter into an agreement to pay or make development contributions.
- E. The Latrobe Planning Scheme specifies the public open space contributions which are payable upon the subdivision of any land.
- F. The Development Plan identifies how the land is to be developed including the location of public open space.
- G. Council and the Owner have agreed;
 - G.1 that the Owner may undertake certain projects funded by the Development Contributions Plan as works-in-kind in return for a credit against the Owner's obligations to pay Development Contributions; and
 - G.2 how the public open space obligations under the Scheme are to be satisfied.
- H. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Latrobe Planning Scheme in respect of the Subject Land.
- I. An existing agreement under Section 173 Agreement of the Act affects the Subject Land and is dated 7 April 1997 reference U741474F.



THE PARTIES AGREE

1. DEFINITIONS

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

Act means the Planning and Environment Act 1987.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Approved Plans means the designs of the Infrastructure Project as approved by Council under clause 3.1.9. A copy of an Approved Plan will be available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Construction Procedures means the procedures set out in Schedule 7.

Credit means a credit in an amount up to the Specified Value or any agreed variation of the Specified Value against the obligation of the Owner to pay the Developer Contribution.

Development Contribution means the Development Contribution specified in Column 3 of Table 1.

Development Contributions Plan or DCP means the Development Contributions Plan which is described in Schedule 1.

Development Plan means the Development Plan which is described in Schedule 1

Endorsed Plans means the plans endorsed under the Planning Permit.

Infrastructure Project means the infrastructure project(s) described in Table 1.

Lot means a lot on the Endorsed Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession.

Party or Parties means the Owner and Council under this Agreement as appropriate.

Planning Permit means the Planning Permit described in Schedule 2.

Planning Scheme means the Latrobe Planning Scheme and any other planning scheme that applies to the Subject Land.

Public Infrastructure and Land Plan or PIP means the public infrastructure and land plan at Schedule 6

Project Land means the land referred to or described in Table 1.



Schedule means a schedule to this Agreement.

Specified Value means the specified values for an Infrastructure Project or Project Land set out in Table 1 as the case may be.

Stage followed by a reference to a stage number is a reference to a specified stage of the development of the Subject Land as identified in any PIP or staging plan forming part of the Endorsed Plans.

Statement of Completion means a statement in writing prepared by Council stating that the Infrastructure Project has been completed to the satisfaction of Council.

Statement of Compliance means a Statement of Compliance issued pursuant to the Subdivision Act 1988.

Subject Land means the whole of the parcel or parcels of land described in Schedule 3 and any reference to the Subject Land in this Agreement includes any and each lot created by the subdivision of the Subject Land or any part of it.

Table followed by a number means the relevant table set out in Schedule 5.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If the Owner comprises more than one party, then this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. OBLIGATIONS REGARDING DEVELOPMENT CONTRIBUTIONS

3.1 Specific obligations

The Owner covenants and agrees that:

Development Contribution

- 3.1.1 it agrees to satisfy its obligation to make the Development Contribution in the manner set out in Table 1;

Monetary component of Development Contribution

- 3.1.2 the amount of the monetary component of the Development Contribution payable in respect of each stage of the subdivision of the Subject Land is the amount set out in the Stage Component of Table 1;
- 3.1.3 the monetary component of the Development Contribution in respect of land in a Plan of Subdivision must be paid prior to the issue of a Statement of Compliance in respect of the Plan of Subdivision;

Delivery of Infrastructure Project

- 3.1.4 it will construct the Infrastructure Projects listed in Table 1 as the works-in-kind component of the Development Contribution prior to the milestone specified in Table 1 or as agreed in writing by Council;

Transfer of Project Land

- 3.1.5 it will transfer to or vest in Council, or any other authority as directed by Council, the Project Land described in Table 1 prior to the milestone specified in Table 1;

Process for each Infrastructure Project

- 3.1.6 it will at its initial cost¹ prepare detailed design and engineering plans and specifications ("Designs") of the Infrastructure Project and submit the designs to Council;
- 3.1.7 the Designs must:
- 3.1.7.1 be to the satisfaction of Council;
 - 3.1.7.2 comply with any standard set out in the Development Contributions Plan; and
- 3.1.8 comply with any conditions or requirements set out in the Planning Permit or the Planning Scheme;

¹ The design and engineering fees are included in the Specified Value.

- 3.1.9 the approval of the Designs by Council will be reflected in a set of plans and specifications which carry an endorsement identifying them as "approved plans" or similar;
- 3.1.10 it will obtain all necessary permits and approvals for the Infrastructure Projects;
- 3.1.11 in carrying out the works associated with an Infrastructure Project the Owner must provide for the protection of property and the safety of people in accordance with appropriate occupational health and safety plans and practices which have first been approved by the owner of any land upon which the works associated with the Infrastructure Project are to be conducted;
- 3.1.12 it will:
 - 3.1.12.1 construct the Infrastructure Project in accordance with the Approved Plans to the satisfaction of Council unless Council has approved in writing a variation from the Approved Plans; and
 - 3.1.12.2 comply with the Construction Procedures;
- 3.1.13 if an Infrastructure Project is not completed before the milestone specified in this Agreement for that Infrastructure Project Council may withhold any Statement of Compliance which is due in respect of the Subject Land unless alternative arrangements are made to the satisfaction of Council to secure the completion of the Infrastructure Project;

Statement of Completion

- 3.1.14 the Infrastructure Project is complete when Council has issued a Statement of Completion;
- 3.1.15 following the completion of an Infrastructure Project the Owner;
 - 3.1.15.1 must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
 - 3.1.15.2 must provide a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
 - 3.1.15.3 is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council for the period specified in Schedule 4 or if no time is specified in Schedule 4 then for 9 months from the date of the Statement of Completion;

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Entitlement to a Credit for Infrastructure Project

- 3.1.16 the entitlement to a Credit in respect of the Specified Value of an Infrastructure Project arises after the issue of a Statement of Completion in respect of the Infrastructure Project;

Entitlement to a Credit for Project Land

- 3.1.17 the entitlement to a Credit in respect of the Specified Value of Project Land arises after the Project Land has been transferred to or vested in Council or any other body as directed by Council;
- 3.1.18 all land transferred to or vested in Council or any other body as directed by Council must be:
- 3.1.18.1 free of all encumbrances and graded except as agreed by Council; and
 - 3.1.18.2 sown to grass to the satisfaction of Council.

4. PUBLIC OPEN SPACE

- 4.1 The Owner agrees to transfer to or vest in Council the land comprising the area of Public Open Space and shown in the PIP for the Specified Value.

5. PREPARATION OF REVISED TABLE 1 – STAGE COMPONENT

- 5.1 The Owner agrees that if payment of the contributions or commencement of works associated with Stage 1 is not completed by 1 July each year, the contributions will be subject to review (as outlined in Section 8.5 of this agreement) and the Owner must prepare, and meet the requirements of, revised Stage Components for Table 1 in respect of the proposed Stage 1 of the subdivision. This will also occur for any subsequent year where payments have not been made and contribution amounts may be subject to change.
- 5.2 The Owner agrees that prior to the commencement of any works associated with a further stage of the subdivision of the Subject Land beyond Stage 1, the Owner must prepare a revised Stage Component for Table 1 in respect of that proposed stage of subdivision.
- 5.3 The Owner agrees that the revised Stage Components for Table 1 must:
- 5.3.1 be to the satisfaction of Council;
 - 5.3.2 be consistent with Overall Component of Table 1; and
 - 5.3.3 be consistent with the rates specified in Table 2 as adjusted in the manner referred to in clause 8.5 of this Agreement.
- 5.4 The Owner agrees that once approved by the Responsible Authority the revised Stage Component shall be deemed to form the Stage Component in Table 1 of this Agreement as the case may be.



6. AGREED LAND VALUE

6.1 Council and the Owner agree that:

- 6.1.1 the Specified Value in respect of Project Land is intended to replace the market value and any other method of calculating compensation payable to a person under the Land Acquisition and Compensation Act 1986 and the Act in respect of Project Land; and
- 6.1.2 upon payment being made in accordance with this Agreement either as a monetary amount or by a Credit in respect of the Specified Value, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition and Compensation Act 1986 or for any other category of or form of loss or compensation in respect of the Project Land.

7. OBLIGATIONS OF COUNCIL

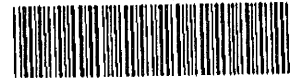
7.1 Maintenance

Council agrees that after the expiry of the maintenance period referred to in clause 3.1.15.3, maintenance of the Infrastructure Project(s) becomes the responsibility of Council.

7.2 Payments

Council agrees that where Table 1 shows that a monetary payment is to be paid to the Owner by Council:

- 7.2.1 the monetary payment will be paid as an offset against any Development Contribution payable by the Owner in respect of the following stage; or
- 7.2.2 if the payment is owed to the Owner in respect of the final stage of the subdivision of the Subject Land, then –
 - 7.2.2.1 within 28 days of the issue of a Statement of Completion for the final Infrastructure Project; or
 - 7.2.2.2 within 28 days of the registration of a plan of subdivision vesting the Project Land in Council or the issue of certificates of title for all Project Land in Council's name as the case may be.



8. FURTHER OBLIGATIONS OF THE PARTIES

8.1 Transaction costs

Where the Owner is required to transfer or vest land to or in Council, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

8.2 Notice and Registration

The Owner covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

8.3 Further actions

The Owner covenants and agrees that:

- 8.3.1 the Owner will do all things necessary to give effect to this Agreement;
- 8.3.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

8.4 Council's Costs to be Paid

The Owner agrees that the Owner will immediately upon demand pay to Council, its costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which are and until paid will remain a debt due to Council by the Owner.

8.5 Indexation of all monetary amounts

Council and the Owner agree that the monetary amounts in Table 1 and Table 2 of this Agreement are to be indexed in the manner provided for and set out in the Development Contributions Plan.

9. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for the purposes specified in the Planning Permit.



10. OWNER'S WARRANTIES

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

11. SUCCESSORS IN TITLE

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

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

12. GENERAL MATTERS

12.1 Notices

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:

- 12.1.1 by delivering it personally to that party;
- 12.1.2 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
- 12.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

12.2 Service of Notice

A notice or other communication is deemed served:

- 12.2.1 if delivered, on the next following business day;
- 12.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 12.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

12.3 No Waiver

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



12.4 Severability

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

12.5 No Fettering of Council's Powers

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

13. GST

- 13.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 13.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 13.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 13.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 13.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 13.3.

14. ENDING OF EXISTING AGREEMENT

- 14.1 Council and the Owner agree that the existing agreement under Section 173 Agreement of the Act which affects the Subject Land as dated 7 April 1997 reference U741474F is removed and replaced by this Agreement upon commencement of this Agreement and the Council shall sign all necessary documents prepared by The Owner in accordance with S.177 of the Act.

15. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

16. ENDING OF AGREEMENT

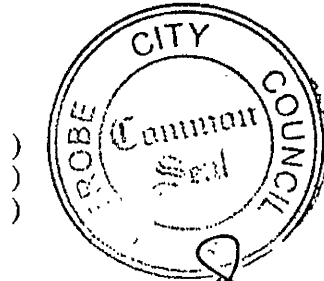
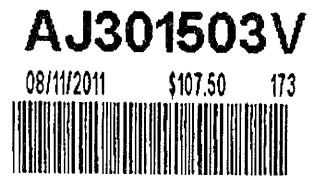
- 16.1 This Agreement ends in relation to a Residential Lot when the Owner has complied with all of its obligations (including all maintenance obligations) under this Agreement.
- 16.2 If the Owner asks Council to remove the recording of this Agreement as against a Residential Lot, Council may consent to that removal provided it is satisfied that

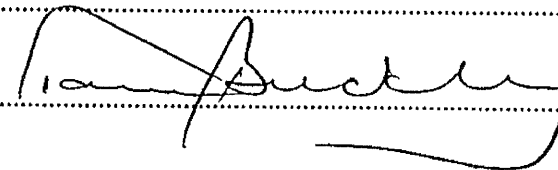
the remaining obligations in this Agreement are secured against the balance of the Subject Land to its satisfaction.

- 16.3 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

The Common Seal of the Latrobe City Council was hereunto affixed in the presence of:



.....

.....

Councillor

Chief Executive Officer

EXECUTED by CFM PAYNE PTY LTD

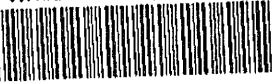
By being executed by a person who is authorised
To sign for the Company

.....

.....
Director

Roger D.M. Smith
19 Elgin Street, Morwell 3840



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Mortgagee's Consent

Not Applicable

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SCHEDULE 1

Development Contributions Plan

The Development Contributions Plan is the **Development Contributions Plan (DCP)** forming part of and contained within the Morwell North West Development Plan as approved by Council.

SCHEDULE 2

The Planning Permit

Planning Permit number 2011/116 (once issued) or any subsequent amendment to that permit.

SCHEDULE 3

The Subject Land

Address – Maryvale Road, Morwell, Victoria 3840

Certificate of Title Volume 11127 Folio 363

SCHEDULE 4

The Maintenance Period.

The Maintenance Period is 2 years for the wetlands areas identified in the plans endorsed under Planning Permit 2011/116. For all other projects not specifically listed, the Maintenance Period is 9 months.

TABLE 1 DCP PAYMENTS

Project Details											Overall Component	
Contribution Rate											DCP rate/ha	
Development Contribution											Total NDA	DCP payable*
											31.27	2,788,937.84
											Qty in development	Specified value and agreed credit for works in lieu
Item No. in PIP	DCP Project No.	Project Name	Milestone for delivery	Comments	Qty in DCP	Unit	Rate					
1	RD03 (part)	Ashley St extension to English Street	Stage 3, 9, 10, 7, 5	To be constructed progressively from Stage 3	1190	Lin m	\$ 750.00				909.5	\$ 682,125.00
2	RD04	Heritage Boulevard westerly extension	Stage 1, 4, 5	To be constructed progressively from Stage 1	330	Lin m	\$ 210.00				330	\$ 69,300.00
3	RD07 (part)	Ashley St extension to English Street	Stage 3, 9, 10, 7, 5	To be delivered progressively from Stage 3	0.31	Ha	\$ 105,000.00				0.23647	\$ 24,829.35
4	RD08	Heritage Boulevard westerly extension	Stage 1, 4, 5	To be delivered progressively from Stage 1	0.07	Ha	\$ 105,000.00				0.07	\$ 6,930.00
5	RD09	Heritage Boulevard between Grant St and eastern boundary of DP	Stage 1	To be delivered in Stage 1	0.04	Ha	\$ 105,000.00				0.04	\$ 4,473.00
6	PT01 (part)	Bus Stops at 300m intervals	Stage 3, 9, 10, 7, 5	To be constructed progressively from Stage 3	12	No.	\$ 2,000.00				7	\$ 14,000.00
7	WR03	North of Maryvale Recreation Reserve	Stage 1, 2, 4, 5, 3	To be partially constructed in Stage 1 to provide interim stormwater detention and completed by Stage 5.	8000	m2	\$ 80.00				8000	\$ 640,000.00
8	WR04 (part)	East of Jason Street	Stage 11	To be constructed in conjunction with development of land in Stages 11-14.	3200	m2	\$ 80.00				1066	\$ 85,280.00
9	CH06	Along northern boundary of Maryvale Recreation Reserve	Stage 1	To be constructed in Stage 1. Drainage channel to be 10m wide rather than 27m as per MNWDP.	395	Lin m	\$ 700.00				395	\$ 276,500.00
10	OS09	Wetland WR_03 surrounds & drainage channel CH_06 excluding pilot channel	Stage 1, 2, 4, 5, 3	To be partially constructed in Stage 1 to provide interim stormwater detention and completed by Stage 5.	16574	m2	\$ 30.00				16574	\$ 497,220.00
11	OS11 (part)	Wetland WR_04 surrounds	Stage 11	To be constructed in conjunction with development of land in Stages 11-14.	6032	m2	\$ 30.00				2010	\$ 60,300.00
Sub-total for works in lieu											-	\$ 2,360,957.35
Cumulative credit for works in lieu											-	\$ 2,360,957.35
Cumulative credit for works in lieu against cumulative stage payment											-	-
Cash contribution required for balance of stage payment											-	\$ 488,144.21
Total Amount Payable											-	\$ 2,849,101.56

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* Total Amount Payable before POS equalisation. Equals NDA x DCP rate/ha as per Table 4 in MNWDP.

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Stage 1				Stage 2				Stage 3			
Stage NDA		DCP rate/ha		Stage NDA		DCP rate/ha		Stage NDA		DCP rate/ha	
		\$	89,188.93			\$	89,188.93			\$	89,188.93
3.15503		\$	281,393.75	2.92462		\$	260,843.73	1.62662		\$	145,076.50
Qty in stage		Specified value and agreed credit for works in lieu in stage	Remainder for balance of stages	Qty in stage		Specified value and agreed credit for works in lieu in stage	Remainder for balance of stages	Qty in stage		Specified value and agreed credit for works in lieu in stage	Remainder for balance of stages
0	\$	-	\$ 682,125.00	0	\$	-	\$ 682,125.00	86.5	\$	64,875.00	\$ 617,250.00
154	\$	32,340.00	\$ 36,960.00	0	\$	-	\$ 36,960.00	0	\$	-	\$ 36,960.00
0	\$	-	\$ 24,829.35	0	\$	-	\$ 24,829.35	0.02249	\$	2,361.45	\$ 22,467.90
0.0308	\$	3,234.00	\$ 3,696.00	0	\$	-	\$ 3,696.00	0	\$	-	\$ 3,696.00
0.04	\$	4,473.00	\$ -	0	\$	-	\$ -	0	\$	-	\$ -
0	\$	-	\$ 14,000.00	0	\$	-	\$ 14,000.00	2	\$	4,000.00	\$ 10,000.00
8000	\$	640,000.00	\$ -	0	\$	-	\$ -	0	\$	-	\$ -
0	\$	-	\$ 85,280.00	0	\$	-	\$ 85,280.00	0	\$	-	\$ 85,280.00
395	\$	276,500.00	\$ -	0	\$	-	\$ -	0	\$	-	\$ -
16574	\$	497,220.00	\$ -	0	\$	-	\$ -	0	\$	-	\$ -
0	\$	-	\$ 60,300.00	0	\$	-	\$ 60,300.00	0	\$	-	\$ 60,300.00
-	\$	1,453,767.00	\$ 907,190.35	-	\$	-	\$ 907,190.35	-	\$	71,236.45	\$ 835,953.90
-	\$	1,453,767.00	\$ -	-	\$	1,453,767.00	\$ -	-	\$	1,525,003.45	\$ -
-	\$	1,172,373.25	\$ -	-	\$	911,529.52	\$ -	-	\$	837,689.47	\$ -
-	\$	-	\$ -	-	\$	-	\$ -	-	\$	-	\$ -
-	\$	281,393.75	\$ -	-	\$	542,237.48	\$ -	-	\$	687,313.98	\$ -

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Stage 4				Stage 5				Stage 6			
Stage NDA		DCP payable	Remainder for balance of stages	Stage NDA	DCP payable	Remainder for balance of stages	DCP rate/ha	Stage NDA	DCP payable	Remainder for balance of stages	DCP rate/ha
1.40202		\$ 125,044.66	\$ 1,976,579.20	1.8334	\$ 163,518.98	\$ 1,813,060.22	\$ 89,188.93	1.51517	\$ 135,136.39	\$ 1,677,923.83	\$ 89,188.93
Qty in stage		Specified value and agreed credit for works in lieu in stage	Remainder for balance of stages	Qty in stage		Specified value and agreed credit for works in lieu in stage		Qty in stage		Specified value and agreed credit for works in lieu in stage	
0		\$ -	\$ 617,250.00	203	\$ 152,250.00	\$ 465,000.00		0		\$ -	\$ 465,000.00
74		\$ 15,540.00	\$ 21,420.00	102	\$ 21,420.00	\$ -		0		\$ -	\$ -
0		\$ -	\$ 22,467.90	0.05278	\$ 5,541.90	\$ 16,926.00		0		\$ -	\$ 16,926.00
0.0148		\$ 1,554.00	\$ 2,142.00	0.0204	\$ 2,142.00	\$ -		0		\$ -	\$ -
0		\$ -	\$ -	0	\$ -	\$ -		0		\$ -	\$ -
0		\$ -	\$ 10,000.00	1	\$ 2,000.00	\$ 8,000.00		0		\$ -	\$ 8,000.00
0		\$ -	\$ -	0	\$ -	\$ -		0		\$ -	\$ -
0		\$ -	\$ 85,280.00	0	\$ -	\$ 85,280.00		0		\$ -	\$ 85,280.00
0		\$ -	\$ -	0	\$ -	\$ -		0		\$ -	\$ -
0		\$ -	\$ -	0	\$ -	\$ -		0		\$ -	\$ -
0		\$ -	\$ 60,300.00	0	\$ -	\$ 60,300.00		0		\$ -	\$ 60,300.00
-		\$ 17,094.00	\$ 818,859.90	-	\$ 183,353.90	\$ 635,506.00		-		\$ -	\$ 635,506.00
-		\$ 1,542,097.45	-	-	\$ 1,725,451.35	-		-		\$ 1,725,451.35	-
-		\$ 729,738.81	-	-	\$ 749,573.73	-		-		\$ 614,437.34	-
-		\$ -	-	-	\$ -	-		-		\$ -	-
-		\$ 812,358.64	-	-	\$ 975,877.62	-		-		\$ 1,111,014.01	-

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Stage 7				Stage 8				Stage 9			
DCP rate/ha		DCP rate/ha		DCP rate/ha		DCP rate/ha		DCP rate/ha		DCP rate/ha	
\$ 89,188.93		\$ 89,188.93		\$ 89,188.93		\$ 89,188.93		\$ 89,188.93		\$ 89,188.93	
Stage NDA	DCP payable	Remainder for balance of stages	Stage NDA	DCP payable	Remainder for balance of stages	Stage NDA	DCP payable	DCP payable	Stage NDA	DCP payable	Remainder for balance of stages
2.22949	\$ 198,845.83	\$ 1,479,078.00	1.67222	\$ 149,143.51	\$ 1,329,934.49	2.36407	\$ 210,848.87	\$ 210,848.87	2.36407	\$ 210,848.87	\$ 1,119,085.61
Qty in stage	Specified value and agreed credit for works in lieu in stage	Remainder for balance of stages	Qty in stage	Specified value and agreed credit for works in lieu in stage	Remainder for balance of stages	Qty in stage	Specified value and agreed credit for works in lieu in stage	Specified value and agreed credit for works in lieu in stage	Qty in stage	Specified value and agreed credit for works in lieu in stage	Remainder for balance of stages
257	\$ 192,750.00	\$ 272,250.00	0	\$ -	\$ 272,250.00	127	\$ 95,250.00	\$ 95,250.00	127	\$ 95,250.00	\$ 177,000.00
0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
0.06682	\$ 7,016.10	\$ 9,909.90	0	\$ -	\$ 9,909.90	0.03302	\$ 3,467.10	\$ 3,467.10	0.03302	\$ 3,467.10	\$ 6,442.80
0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
2	\$ 4,000.00	\$ 4,000.00	0	\$ -	\$ 4,000.00	0	\$ -	\$ -	0	\$ -	\$ 4,000.00
0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
0	\$ -	\$ 85,280.00	0	\$ -	\$ 85,280.00	0	\$ -	\$ -	0	\$ -	\$ 85,280.00
0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -
0	\$ -	\$ 60,300.00	0	\$ -	\$ 60,300.00	0	\$ -	\$ -	0	\$ -	\$ 60,300.00
-	\$ 203,766.10	\$ 431,739.90	-	\$ -	\$ 431,739.90	-	\$ 98,717.10	\$ 98,717.10	-	\$ 98,717.10	\$ 333,022.80
-	\$ 1,929,217.45	\$ -	-	\$ 1,929,217.45	\$ -	-	\$ 2,027,934.55	\$ 2,027,934.55	-	\$ 2,027,934.55	\$ -
-	\$ 619,357.61	\$ -	-	\$ 470,214.10	\$ -	-	\$ 358,082.32	\$ 358,082.32	-	\$ 358,082.32	\$ -
-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -
-	\$ 1,309,859.84	\$ -	-	\$ 1,459,003.35	\$ -	-	\$ 1,669,852.23	\$ 1,669,852.23	-	\$ 1,669,852.23	\$ -

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Stage 10				Stage 11				Stage 12			
Stage NDA	DCP rate/ha \$ 89,188.93	Remainder for balance of stages		Stage NDA	DCP payable \$ 89,188.93	Remainder for balance of stages		Stage NDA	DCP payable \$ 89,188.93	Remainder for balance of stages	
2.8827	\$ 257,104.93	\$ 861,980.68		3.44233	\$ 307,017.73	\$ 554,962.95		2.12329	\$ 189,373.96	\$ 365,588.99	
Qty In stage	Specified value and agreed credit for works in lieu in stage	Remainder for balance of stages		Qty in stage	Specified value and agreed credit for works in lieu in stage	Remainder for balance of stages		Qty in stage	Specified value and agreed credit for works in lieu in stage	Remainder for balance of stages	
236	\$ 177,000.00	\$ -		0	\$ -	\$ -		0	\$ -	\$ -	
0	\$ -	\$ -		0	\$ -	\$ -		0	\$ -	\$ -	
0.06136	\$ 6,442.80	\$ -		0	\$ -	\$ -		0	\$ -	\$ -	
0	\$ -	\$ -		0	\$ -	\$ -		0	\$ -	\$ -	
0	\$ -	\$ -		0	\$ -	\$ -		0	\$ -	\$ -	
2	\$ 4,000.00	\$ -		0	\$ -	\$ -		0	\$ -	\$ -	
0	\$ -	\$ -		0	\$ -	\$ -		0	\$ -	\$ -	
0	\$ -	\$ 85,280.00		1066	\$ 85,280.00	\$ -		0	\$ -	\$ -	
0	\$ -	\$ -		0	\$ -	\$ -		0	\$ -	\$ -	
0	\$ -	\$ -		0	\$ -	\$ -		0	\$ -	\$ -	
0	\$ -	\$ 60,300.00		2010	\$ 60,300.00	\$ -		0	\$ -	\$ -	
-	\$ 187,442.80	\$ 145,580.00		-	\$ 145,580.00	\$ -		-	\$ -	\$ -	
-	\$ 2,215,377.35	\$ -		-	\$ 2,360,957.35	\$ -		-	\$ 2,360,957.35	\$ -	
-	\$ 288,420.19	\$ -		-	\$ 126,982.46	\$ -		-	\$ 62,391.50	\$ -	
-	\$ -	\$ -		-	\$ -	\$ -		-	\$ 62,391.50	\$ -	
-	\$ 1,926,957.16	\$ -		-	\$ 2,233,974.89	\$ -		-	\$ 2,423,348.85	\$ -	

TABLE 2 DCP RATES

Item No. in PIP	DCP Project No.	Project Name	DCP Category	Description	Milestone for delivery	Responsibility	Comments	Qty in DCP	Unit	Rate	Qty in developm ent	Specified value and agreed credit for the works in lieu
1	RD03 (part)	Ashley St extension to English Street	Roads - Infrastructure	Upgrade of future major access street to collector road - bus route	Stage 3, 9, 10, 7, 5	Landgipps - inkind works	To be constructed progressively from Stage 3	1150	Lin m	\$ 750	909.5	\$682,125
2	RD04	Heritage Boulevard westerly extension	Roads - Infrastructure	Upgrade of future major access street to collector road	Stage 1, 4, 5	Landgipps - inkind works	To be constructed progressively from Stage 1	330	Lln m	\$ 210	330	\$69,300
3	RD07 (part)	Ashley St extension to English Street	Roads - Land Acquisition	Widening 2.6m for upgrade from Major Access St to Collector Rd Bus Route	Stage 3, 9, 10, 7, 5	Landgipps - inkind land	To be delivered progressively from Stage 3	0.31	Ha	\$ 105,000	0.23647	\$24,829
4	RD08	Heritage Boulevard westerly extension	Roads - Land Acquisition	Widening 2.0m for upgrade from Major Access St to Collector Rd	Stage 1, 4, 5	Landgipps - inkind land	To be delivered progressively from Stage 1	0.07	Ha	\$ 105,000	0.07	\$6,930
5	RD09	Heritage Boulevard between Grant St and eastern boundary of DP	Roads - Land Acquisition	Widening on south side	Stage 1	Landgipps - inkind land	To be delivered in Stage 1	0.04	Ha	\$ 105,000	0.04	\$4,473
6	PT01 (part)	Bus Stops at 300m intervals	Public Transport	Including signage, paving and bench. Assume on road bus bay.	Stage 3, 9, 10, 7, 5	Landgipps - inkind works	To be constructed progressively from Stage 3	12	No.	\$ 2,000	7	\$14,000
7	WR03	North of Maryvale Recreation Reserve	Drainage	Treatment area of approx 0.80ha	Stage 1, 2, 4, 5, 3	Landgipps - inkind works	To be partially constructed in Stage 1 to provide interim stormwater detention and completed by Stage 5.	8000	m2	\$ 80	8000	\$640,000
8	WR04 (part)	East of Jason Street	Drainage	Treatment area of approx 0.32ha Retardation storage approx. 5,400cbm	Stage 11	Landgipps - inkind works	To be constructed in conjunction with development of land in Stages 11-14.	3200	m2	\$ 80	1066	\$85,280
9	CH06	Along northern boundary of Maryvale Recreation Reserve	Drainage Channels	Channel as per typical profile DP fig 4 - 27m wide reserve, approx 395 lin m long	Stage 1	Landgipps - inkind works	To be constructed in Stage 1. Drainage channel to be 10m wide rather than 27m as per MNWDP	395	Lln m	\$ 700	395	\$276,500
10	OS09	Wetland WR_03 surrounds & drainage channel CH_06 excluding pilot channel	Public Open Space Improvements	Informal plantings, unsealed pedestrian path. Excludes development within wetland included in item WR_03. Approximate total open space area is 2.46ha	Stage 1, 2, 4, 5, 3	Landgipps - inkind works	To be partially constructed in Stage 1 to provide interim stormwater detention and completed by Stage 5.	16574	m2	\$ 30	16574	\$497,220
11	OS11 (part)	Wetland WR_04 surrounds	Public Open Space Improvements	Informal plantings, unsealed pedestrian path. Excludes development within wetland included in item WR_04. Approximate total open space area is 0.92ha	Stage 11	Landgipps - inkind works	To be constructed in conjunction with development of land in Stages 11-14.	6032	m2	\$ 30	2010	\$60,300
12	N/A	Gateway park north side of Heritage Boulevard	N/A	Local park	Stage 1	Landgipps	In addition to MNWDP. No credit against Clause 52.01 or MNWDP POS equalisation. Land in existing road reserve outside site will be consolidated and landscaped by developer.	280	m2	N/A	N/A	N/A
13	N/A	Gateway park north south of Heritage Boulevard	N/A	Local park	Stage 1	Landgipps	In addition to MNWDP. No credit against Clause 52.01 or MNWDP POS equalisation.	308	m2	N/A	N/A	N/A
14	N/A	Hambleton Slope resen	N/A	Reserve for drainage and road	Stage 2	Landgipps	In addition to MNWDP to manage overland stormwater flows from adjoining development (Heritage Manor). No credit against Clause 52.01 or MNWDP POS equalisation.	748	m2	N/A	N/A	N/A
15	N/A	Josie Place reserve	N/A	Pedestrian path and reserve from Ashley Avenue to Josie Place	Stage 5	Landgipps	As shown in MNWDP. No credit against Clause 52.01 or MNWDP POS equalisation.	419	m2	N/A	N/A	N/A

AJ301503V

08/11/2011 \$107.50 173



Total Developer Contribution In MNWDP
Total Value of Projects
Total Cash Contribution

\$2,849,102
Site
\$2,360,957
\$488,144

DCP

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	YIELD	GROSS AREA (ha)	NET AREA (ha)
Stage 1	28 Lots	5.21803*	3.15503
Stage 2	32 Lots	2.92462	2.92462
Stage 3	17 Lots	1.62662	1.62662
Stage 4	15 Lots	1.40202	1.40202
Stage 5	20 Lots	1.8334	1.8334
Stage 6	16 Lots	1.51517	1.51517
Stage 7	24 Lots	2.22949	2.22949
Stage 8	20 Lots	1.67222	1.67222
Stage 9	24 Lots	2.36407	2.36407
Stage 10**	30 Lots	2.8827	2.8827
Stage 11	32 Lots	3.44233	3.44233
Stage 12	20 Lots	2.12329	2.12329
Stage 13	18 Lots	2.00494	2.00494
Stage 14	27 Lots	2.75619*	2.47539
TOTAL	323 Lots	33.99509	31.65129
TOTAL - MNWDP			31.27

5.21803 2.063

2.75619 0.2808

* Gross Area includes drainage reserve

** Includes 3500m2 in Neighbourhood Activity Centre

SCHEDULE 6

PUBLIC INFRASTRUCTURE AND LAND PLAN (PIP)

AJ301503V

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[illegible]



SCHEDULE 7

Construction Procedures

Procedure for issue of Statement of Completion

1. Upon the completion of the Infrastructure Project the Owner must notify Council or any other relevant authority.
2. Within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council or any other relevant authority must inspect the Infrastructure Project and determine whether or not to issue the Statement of Completion.
3. If Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Statement of Completion provided Council:
 - a. identifies in what manner or respect the Infrastructure Project is not satisfactorily completed; and
 - b. what must be done to satisfactorily complete the Infrastructure Project
4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Statement of Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

Access

5. Before accessing land owned by Council or a 3rd party for the purpose of constructing any Infrastructure Project, the Owner must satisfy Council or if requested by a 3rd party that person, that the Owner has in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.
6. Subject to the satisfaction of Council in relation to all health and safety matters and any other regulatory requirements, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed and maintained in accordance with the Approved Plans.

Quality of work

7. Apart from any other requirement contained in the Agreement, all work must:
 - a. Accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;
 - b. use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;
 - c. be carried out in a good and workmanlike manner;
 - d. be fit and structurally sound, fit for purpose and suitable for its intended use;
 - e. not encroach on land other than the land shown in any plans or specifications approved by Council;
 - f. comprise best industry practice;
 - g. unless otherwise authorised comply with any relevant current Australian Standard.

Property Clearance Certificate

Land Tax



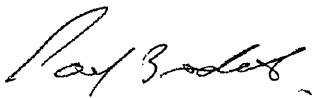
INFOTRACK / RENNICKS CONVEYANCING PTY LTD	Your Reference:	00109585
	Certificate No:	71868237
	Issue Date:	01 MAR 2024
	Enquiries:	ESYSPROD

Land Address: 12 SOWERBY ROAD MORWELL VIC 3840					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
40227458	52	649425	11388	353	\$975.00
Vendor: HANNAH TE WIERIK & DYLAN FIELD					
Purchaser: FOR INFORMATION PURPOSES					
Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR DYLAN JACK FIELD	2024	\$227,500	\$975.00	\$0.00	\$975.00
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.					

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$640,000
SITE VALUE:	\$227,500
CURRENT LAND TAX CHARGE:	\$975.00



Notes to Certificate - Land Tax

Certificate No: 71868237

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" 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 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 = \$975.00

Taxable Value = \$227,500

Calculated as \$975 plus (\$227,500 - \$100,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 71868237

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: 71868237

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

Windfall Gains Tax



INFOTRACK / RENNICKS CONVEYANCING PTY LTD

Your Reference:	00109585
Certificate No:	71868237
Issue Date:	01 MAR 2024

Land Address: 12 SOWERBY ROAD MORWELL VIC 3840

Lot	Plan	Volume	Folio
52	649425	11388	353

Vendor: HANNAH TE WIERIK & DYLAN FIELD
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: 71868237

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 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

3. 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

4. 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.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. 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

8. 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

9. 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.
10. 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.
11. 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: 71868236

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: 71868236

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.



PROPERTY SERVICES

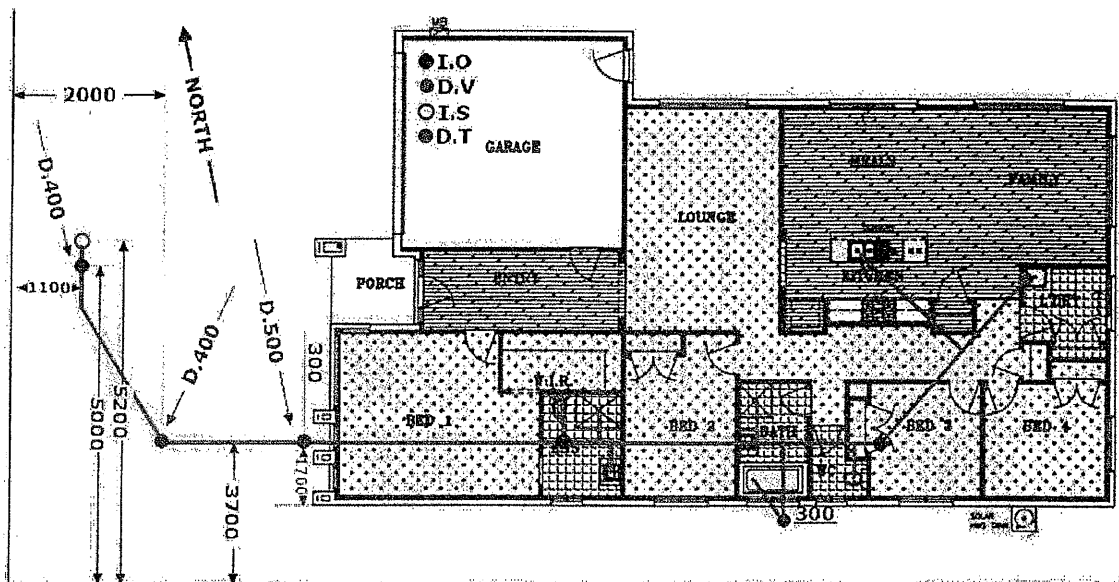
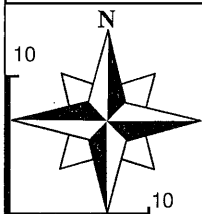
DRAINAGE PLAN NUMBER 314810

ADDRESS: 12 SOWERBY ROAD MORWELL

Gippsland Water Limited does not guarantee and makes no representation or warranty as to the accuracy of this plan. The company accepts no liability for any loss, damage, or injury suffered by any person as a result of any inaccuracy in this plan.
(C) CENTRAL GIPPSLAND REGION WATER AUTHORITY A.C.N. 830 750 413

FIXTURES

- 1 Water Closet
- 2 Bath
- 3 Basin
- 4 Shower
- 5 Sink
- 6 Trough



Date Issued:	01-03-24	POINT LOCATION DATA	
Last Finalised:	01-Mar-24	TIE	
Scale:	1:500 approx.	E.P.	
Issued To:		N.S.L.	
		I.L.	
Store:		DIA.	

FORM 2
Building Act 1993
Building Regulations 2018 Regulation 37(1)
BUILDING PERMIT: BSU-1274/201812039/0
Date of issue: 16 October 2018
Stage description: As shown on approved plans

Issue to

Agent of Owner **Simonds Homes Victoria Pty Ltd**
ABN/ACN **050 197 610**
Postal Address **101 Main Street Bairnsdale** Postcode **3875**
Email **lynda.bray@simonds.com.au**
Address for serving or giving of documents: **101 Main Street Bairnsdale** Postcode **3875**
Contact Person **Lynda Bray** Phone **5150 2000**

Ownership Details

Owner **Dylan Field & Hannah Te Wierik**
ABN/ACN **NA**
Postal Address **17 Gabo Way Morwell** Postcode **3840**
Email **dylan-field@hotmail.com**
Contact Person **Dylan Field & Hannah Te Wierik** Phone **0421 941 260**

Property Details

Number Street/Road **Sowerby Road** Suburb **Morwell** Postcode **3840**
Lot/s **52** LP/PS **PS649425W** Volume **11388** Folio **353**
Crown allotment - Section No - Parish - County -
Municipal District **Latrobe City Council**

Builder

Name **Simonds Homes Victoria Pty Ltd** Phone **5150 2000**
ABN/ACN **050 197 610**
Building Practitioner no * **CDB-U 49491**
Address **101 Main Street Bairnsdale** Postcode **3875**

*This builder is specified under section 24A1(a) of the Building Act 1993 for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders (if builder is a body corporate)

Name **Simonds Homes Victoria Pty Ltd** Phone **5150 2000**
Postal Address **101 Main Street Bairnsdale** Postcode **3875**

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Simonds Homes Victoria Pty Ltd	Company Domestic Builder Unlimited	CDB-U 49491

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Louis Tantri	Engineer	EC 40296

Details of Domestic Building Work Insurance

Name of Builder **Simonds Homes Victoria Pty Ltd** Name of issuer or provider **VMIA**
Policy Number **C386296** Policy cover amount \$

Details of Relevant Planning PermitPlanning Permit No: **NA**Date of grant of Planning Permit: **N/A**Nature of Building Work: **Construction of Dwelling & Garage**Storeys contains: **1**Rise in storeys: **NA**Effective height: **NA**Type of construction: **NA**Version of BCA applicable to permit: **NCC 2016 Amendment 1**Cost of Building Work: **\$224,483.00**Total floor area of new building work in m²: **236****Conditions and required Certificates**

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

BCA Class

Part of Building: As per approved building permit plans

Class: 10a

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters below:

Reporting Authority	Matter Reported On Or Consented To	Regulation
Latrobe City Council.	Minimum street setback.	Regulation: 74.

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. Inspection of pre-slab
2. Inspection of steel for slab
3. Inspection of framework
4. Inspection for Occupancy Permit

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building

If an occupancy permit is required, the permit is required of the building as shown on approved plans in relation to which the building work is carried out.

Commencement and CompletionThis building work must commence by **16 October 2019**

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

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

This building work must be completed by 16 October 2020

Relevant Building Surveyor**Brian Ross****30 600 047 452****30 Macleod Street Bairnsdale****castlemaine@egbp.com.au****Brian Ross****BSU-1274**Permit number: **BSU-1274/201812039/0**Date of issue: **16 October 2018**

Annexures 'A'

Conditions of approval

Building Permit No. BSU-1274/201812039/0 Issued 16 October 2018

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. All works authorised by this Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, National Construction Code of Australia, other relevant codes and any Local Laws of the Municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work. The approval hereby given is based on the information provided. If at any stage any discrepancies or non compliant issues are identified, the owner/builder is responsible to correct these abnormalities prior to continuation of the works.
2. The owner and/or builder is responsible to define the boundaries of the allotment.
3. Any changes from approved plans including but not limited to structural changes, involving member sizes, stress grades will require the submission and approval of these amended plans by the relevant building surveyor. Please note these such documents will incur a fee associated with this amendment.
4. This building permit shall be read in conjunction with the approved plans and supporting documentation.
5. Site specific builders warranty insurance applies in relation to building work approved by the building permit.
6. The person in charge of the building site and building works must display a sign on the allotment during construction showing the names and contact details of the builder, relevant building surveyor and the building permit number and date of issue. These signs can be collected from each office if required.
7. A. Corrosion protection for masonry wall ties are to comply with NCC Volume 2 table 3.3.3.1.
All other areas = Z600 galvanised sheet steel ties or sheet steel ties galvanised after manufacture with 300g/m2 on each side.
B. Corrosion protection for built in structural steel members are to comply with NCC Volume 2 table 3.3.3.5. This project has been assessed as requiring a moderate level of protection.
8. Down pipes must be installed in accordance with NCC Volume 2 Part 3.5.2, and overflow provisions made for the spouting if the down pipes are located further than 1.2m from a valley. Such down pipes shall be directed to an underground drainage system discharging to a legal point to the satisfaction of the Building Surveyor. Down pipes are to be provided to the building to serve a 12m maximum length of gutter in accordance with NCC Volume 2 Part 3.5.2.
9. All construction must meet the performance requirements of Section 2 of the National Construction Code of Australia.
10. The threshold of a doorway must not incorporate a step or ramp at any point closer to the doorway than 750mm unless the door sill is not more than 570mm above the finish surface of the ground, balcony, or the like to which the door opens.
Refer: NCC Volume 2 Part 3.9.1.5.
11. Footings are to be founded to depth where a minimum of 100kPa bearing capacity is achieved. Where service pipes exist the adjacent footings must be founded at a minimum depth of 100mm below the angle of repose taken from 100mm below the edge of the trench.
12. All timber framing must comply with AS 1684.2 – Residential-framed construction.
13. All glass within the building shall conform to NCC Volume 2 Part 3.6, and in particular all glass, where the line of sight is less than 2m to the bottom of the bath/shower, must be safety glass.
14. Ground around building is to be graded away at 50mm per 1m for the first meter in accordance with NCC Volume 2 Part 3.1.2.
15. Regular inspection of the termite barriers and the building itself is necessary to ensure effective maintenance of the methods of protection. Damage to barriers should be repaired without delay. Inspections at intervals not exceeding twelve months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken. For more information concerning the detection of subterranean termite infestation, see Australian Standard (AS 3660) Protection of Buildings from Subterranean Termites-Prevention, Detection and Treatment of Infestation.
16. Legal Point of discharge is: A. Underground easement drainage location or adjacent to the property. B. The kerb and channel and/or associated underground drainage fronting the property. C. If no easement drainage, to a point within the property as directed by the Shire, Development/Design Engineer.
17. The door to the sanitary compartment must:
a) open outwards; or
b) slide; or
c) be readily removable from the outside compartment;
Unless there is a clear space of at least 1200mm between the closet pan and the nearest part of the doorway. Refer NCC Vol 2 Part 3.8.3.3
18. Smoke alarms must be installed in accordance with BCA Volume 2 Part 3.7.2 NCC 2016:-
(a) be located in-
(i) Class 1a buildings in accordance with 3.7.2.3; and
(ii) Class 1a buildings in accordance with 3.7.2.4 and 3.7.2.5; and
(b) comply with AS3786, except that in a Class 10a private garage where the use of the area is likely to result in smoke alarms causing spurious signals, any other alarm deemed suitable in accordance with AS1670.1 may be installed provided that smoke alarms complying AS3786 are installed elsewhere in the Class 1 building; and
(c) be connected to the consumer mains power where consumer power is supplied to the building; and
(d) be interconnected where there is more than one alarm.
19. Storm water drainage must comply with AS 3500.3 & AS 3500.3.2
20. The building is in an area designated by the Municipality as likely to be subject to infestation by termites and shall be protected in accordance with Building Code of Australia Vol. 2 Part 3.1.3. It is the responsibility of the owner to maintain

further inspections for termite activity B1.3, F1.9 BCA Volume 1.

21. Thermal insulation in accordance with NCC Volume 2 Clause 3.12 A. In the case of a new building, the building must -(i) Achieve a house energy rating of at least 6 stars and have either a rainwater tank connected to all sanitary flushing systems or solar water heater system installed, in accordance with the Plumbing Regulations 1998; or (ii) Comply with Practice Note 2014-55. (b) In the case of an alteration to, or re-erection of, an existing building, the building must comply with either, (i) Victorian energy efficiency prior to 1st July 2004 and the performance requirements P2.6.1 and P2.6.2 of the BCA Volume 2 or; (ii) As from 1st May 2011 The use of the Deemed to Satisfy requirements of Part 3.12 or using an alternative solution that can be assessed by the Verification Method V 6.2.2 . In any case alterations to a building assessed under the 6 star Standard must ensure that the existing 4,5 or 6 star House Energy Rating of the existing building is maintained.
22. Provide three (3) copies of truss layout, design and fixing and have them approved in writing prior to commencing framing. Provide three (3) copies of bracing plans, design and fixing prior to commencing framing. Provide three (3) copies of framing plans and lintels, design and fixing prior to commencing framing. All above design details must be signed by the designer and be submitted for approval by the relevant building surveyor with a minimum of 5 working days prior to calling for a frame inspection.
23. As constructed underwater storm water drainage details are to be submitted to the satisfaction of the relevant building surveyor prior to the issue of the Final Certificate.
24. All Wet areas to be constructed in accordance with AS3740 and Part 3.8 NCC Volume 2.
25. The building is deemed to be located in a N1 wind area. Therefore all framing is to be fixed, tied down and braced to comply with Residential framed construction AS 1684.2
26. Upon completion of the building works you are required to submit the following documentation:-
 - (i) Application for Occupancy Permit in accordance with Form 15 Regulation 186(1);
 - (ii) Certificate of compliance from Plumbers engaged in carrying out any plumbing works;
 - (iii) Certificate of compliance from any Electricians engaged in carrying out any electrical works;
 - (iv) Builder/owner builder to submit a signed and dated compliance statement that works required by the accredited energy rater (part of the building permit) have been complied with;
 - (v) Builder and/or owner builder to submit a signed and dated compliance statement that all wet area construction measures in accordance with NCC Volume 2 Part 3.8.1 have been properly carried out.
 - (vi) Certificate of Installation for Termite Treatment to be submitted;
 - (vii) Builder/ owner to supply a statement and/ or Certificate from manufacturer stating that all Glazing has been manufactured and installed in accordance with Part 3.6 NCC Vol.2 and AS1288.
 - (viii) As constructed underground stormwater drainage details are to be submitted to the Relevant Building Surveyor prior to the issue of any Final Certificate;
27. Your attention is drawn to the fact that the property is subject to a Section 173 Agreement under the Planning and Environment Act 1987 No: U741474F and AJ301503V. These agreements may have conditions which control this building. The approval hereby given does not in any way exempt the necessity to comply with any covenant that may affect the land or any condition on the planning approval.
28. Your attention is drawn to the fact that the property is subject to a Covenant No: AK213844Y. This document may have conditions which control this building. The approval hereby given does not in any way exempt the necessity to comply with any covenant that may affect the land or any condition on the planning approval.

Relevant Building Surveyor

Brian Ross
ABN 30 600 047 452
Address 30 Macleod Street Bairnsdale
Email castlemaine@egbp.com.au



Brian Ross
BSU-1274

Permit number: **BSU-1274/201812039/0**

Date of issue: **16 October 2018**

Form 16
Building Act 1993
Building Regulations 2018 Regulation 192
OCCUPANCY PERMIT

Property Details:

Number:	Street/Road: Sowerby Road	Suburb: Morwell	Postcode: 3840
Lot/s: 52	LP/PS: PS649425W	Volume: 11388	Folio: 353
Crown allotment: -	Section No: -	Parish: -	County: -
Municipal District: Latrobe City Council			

Building permit number: BSU-1274/201812039/0/V2
Version of BCA applicable to building permit: NCC 2016 Amendment 1
Nature of Works: Construction of Dwelling & Garage

Building details:

Part of building to which permit applies: As per approved building permit plans
BCA Class of building: 1a & 10a **Permitted use:** dwelling & garage
Maximum permissible floor live load: N/A
Maximum number of people to be accommodated: N/A
Storeys contained: 1 **Rise in storeys:** NA
Effective height: NA **Type of construction:** NA

Inspection approval dates for mandatory inspections that have been carried out are as follows:

Inspection Type	Approved Date
Inspection of pre-slab	05/11/2018
Inspection of steel for slab	09/11/2018
Inspection of framework	15/11/2018
Inspection for Occupancy Permit	27/02/2019

Reporting authorities

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

Reporting Authority	Matter reported on or consented to	Regulation no
Latrobe City Council.	Minimum street setback.	Regulation: 74.

Relevant Building Surveyor

Brian Ross
BSU-1274
30 Macleod Street Bairnsdale
bairnsdale@egbp.com.au



Occupancy Permit number: BSU-1274/201812039/0/V2
Date of issue: 27 February 2019

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.
An Occupancy Permit under this division is not evidence that the building or part of a building to which it applies complies with Building Act 1993 or the building regulations.

Domestic Building Insurance

Certificate of Insurance

Dylan Field, Hannah Te Wierik
17 Gabo Way
MORWELL
VIC 3840

Policy Number:
C386296

Policy Inception Date:
29/08/2018

Builder Account Number:
007470

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

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**
At the property: **Lot 52 Sowerby Rd MORWELL VIC 3840 Australia**
Carried out by the builder: **SIMONDS HOMES VICTORIA PTY LTD**
Builder ACN: **050197610**

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

For the building owner(s): **Dylan Field, Hannah Te Wierik**

Pursuant to a domestic building contract dated: **28/08/2018**

For the contract price of: **\$ 224,483.00**

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

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

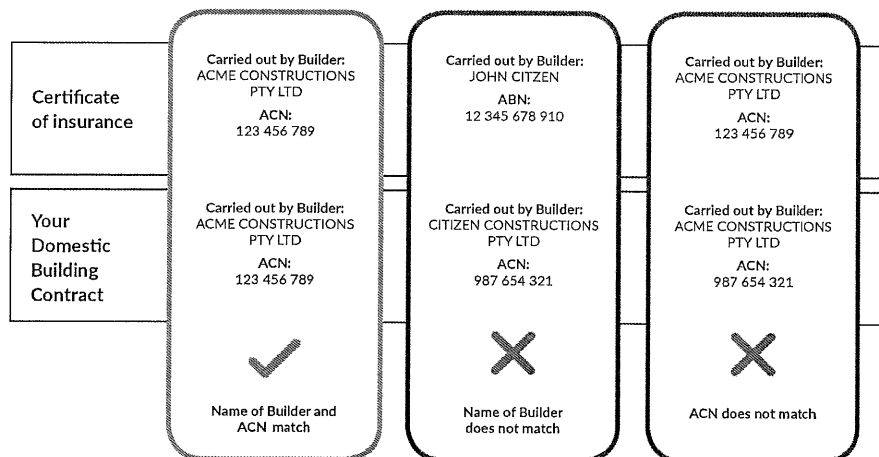
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$640.00
GST:	\$64.00
Stamp Duty:	\$70.40
Total:	\$774.40

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for





Smart Choice

Building Permits & Inspections

Darren Hood
P O Box 317
Glengarry, VIC 3844
Phone 0400 138778
darren@scbuildingpermits.com.au
ABN 89428789601

FORM 2

Building Act 1993 Building Regulations 2018 Regulation 37(1)

BUILDING PERMIT No. BS-L 58816/2826989404090/0
ISSUED 02/08/2019
(12 Sowerby Road, MORWELL)

Issued to

Client name **Dylan Field**
Postal Address **12 Sowerby Road MORWELL 3840**
Telephone **0421 941 260**

Ownership Details (only if agent of owner listed above)

Owner
Postal address
Telephone

Property details (include Title details as and if applicable)

Number 12	Street/road Sowerby Road	City/suburb/town MORWELL	Postcode 3840
Lot/s 52	LP/PS 649425W	Volume 11388	Folio 353
Crown allotment	Section	Parish	County
Municipal District Latrobe City Council	Unique Property Identifier		

Builder

Name Dylan Field	Telephone 0421 941 260
Address 12 Sowerby Road MORWELL	Postcode 3840

Details of building practitioners and architects

who were engaged to prepare documents forming part of the application for this permit ²

Civil Engineer EC 41817	Camilo Pineda Moreno
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Details of relevant planning permit

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

Nature of building work **Shed**

Stage of building work permitted **All**
Cost of building work **\$9,000**

Total floor area of new building work **36m2**

Building classification

Part of building **10a** **New Building (Shed)**

Protection Work

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

Occupation or Use of building:

A Certificate of Final Inspection is required prior to the occupation or use of this building.

Commencement and completion:

This building work must commence by:

02/08/2020 If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by:

02/08/2021 If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Inspection requirements

The mandatory notification stages are:

Inspection of Pre-slab / Steel Reinforcement
Frame / Final Upon Completion of Building Work



Smart Choice

Building Permits & Inspections

Darren Hood
P O Box 317
Glengarry, VIC 3844
Phone 0400 138778
darren@scbuildingpermits.com.au
ABN 89428789601

Relevant building surveyor

Name: Darren Hood

Registration No. BS-L 58816

Signature:

Include building practitioner with continuing involvement in the building work.
Include only building practitioners with no further involvement in the building work.
Domestic building work forming part of this permit and carried out by the registered domestic builder above must be covered by an insurance policy as required under section 135 of the Act.

Conditions of Approval Building Permit No. BS-L 58816/2826989404090/0

1. Request for inspections require **48 HOURS NOTICE** and may be arranged by telephoning Darren on 0400138778
2. The applicant, landowner and builder must ensure that the building work allowed by this permit is located on the correct property, within that property's boundaries and clear of easement.
3. Under Building Regulation 40, the person in charge of carrying out of building work on the allotment must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed during the building work to which this permit applies.
4. This permit is conditional upon the owner/builder nominated on this permit accepting full responsibility for his/her obligations under the Building Act 1993, the Building Regulation 2018, Domestic Building Contracts and Tribunal Act 1995, National Construction Code 2019, relevant codes and any local Laws of the Relevant Municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor.
5. It is not the responsibility of the relevant building surveyor to confirm compliance with any section 173 agreement, covenant, memorandum of common provisions or other restrictions on the land and by issuing this permit the relevant building surveyor does not warrant that the works authorised by this permit will comply with any section 173, covenant, memorandum of common provisions or other restriction on the land and the relevant building surveyor may be in breach of the Building Act or Building Regulations where he does refuse a permit on those grounds. The building owner is responsible to ensure that they comply with any of the above restrictions and an appropriately qualified person must be consulted by the owner to confirm that they comply with any of the above restrictions prior to the commencing construction. The relevant building surveyor accepts no responsibility for non compliance with any section 173 agreements, covenants, memorandum of common provisions or other restrictions that may be applicable to the property.
6. The Owner Builder is advised that should a registered builder carry out more than \$5,000 works on this project, then a contract with the builder is to be entered into and the registered builders' number forwarded to the relevant building surveyor. If works on this project exceed \$16,000 then a copy of the Builders Warranty Insurance certificate is also to be given to the relevant building surveyor.



Smart Choice

Building Permits & Inspections

Darren Hood
P O Box 317
Glengarry, VIC 3844
Phone 0400 138778
darren@scbuildingpermits.com.au
ABN 89428789601

7. Carry out all work in a sound workmanlike manner and according to the codes and standards.
8. Downpipes must discharge to the properties legal point of discharge (stormwater drainage system) nominated by council.
9. This building permit does not authorise or override your obligations under the 'fences act 1968' which requires you to obtain written permission from an adjoining owner prior to altering or removing a diving boundary fence.
10. Under no circumstances shall the building be used for habitable purposes without prior written consent from the relevant council.
11. The use of the building must be consistent with the 'property information statement' provided with the Form 1 - Building Permit Application.
12. Contrary to what is shown on the approved plans, building work is only included as part of this building permit if it is written on the form 2 building permit.
13. Excavations and fill utilising unprotected embankments must comply with Part 3.1.1 of NCC 2019, Volume 2 and table 3.1.1.1.
14. Lighting must not exceed 3w/m2 in the shed / carport / verandah.
15. The site shall be adequately fenced off during construction to prevent public access Building Regulations 2018, regulation 116 and/or comply with the relevant council local laws.
16. Prior to the commencement of any building works the owner/builder must ensure no part of the building is built over services or easements, failure to contact "Dial before you dig" may leave you liable for cost incurred for damage to the underground infrastructure.
17. This permit does not remove or replace the need for an asset protection permit or equivalent approval that may be required from the relevant authority and a fee or bond that may be required to be paid to the relevant authority.
18. Footings are to be founded into natural ground level and to a depth specified in the engineered plans.



Smart Choice

Building Permits & Inspections

14C Hotham Street
Traralgon 3844
Phone 03 7019 5521
info@scbuildingpermits.com.au

Permit No. 2826989404090

18/12/2019

FORM 17

Regulation 200 Building Act 1993 Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property details

Number **12 Sowerby Road MORWELL** Postcode **3840**

Lot/s **52** LP/PS **649425W** Volume **11388** Folio **353**

Crown allotment Section Parish County

Municipal district **Latrobe City Council**

Building permit details

Building permit number **2826989404090**

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

Description of building work

Part of building: **ALL**

Permitted use: **Shed**

BCA Class of Building: **Class 10a**

Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Relevant building surveyor

Name: **Darren Hood**

Address: **14C Hotham Street Traralgon 3844**

Building practitioner registration no.: **BS-L 58816**

Municipal district: **Latrobe City Council**

Certificate no.: **2826989404090**

Date of issue: **13 December 2019**

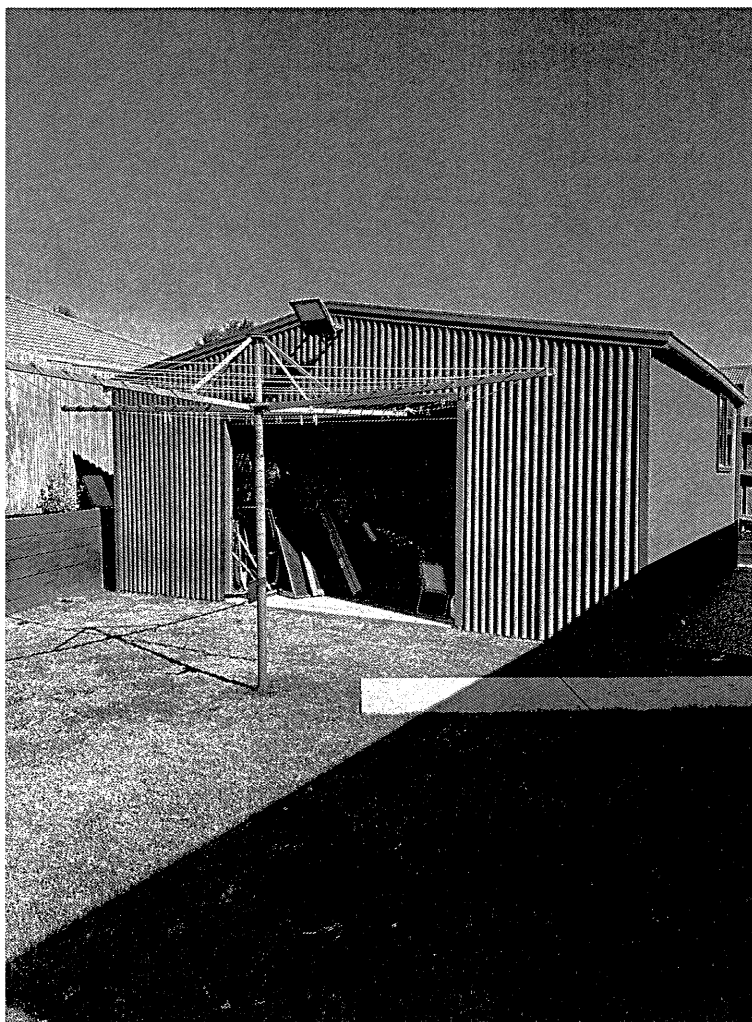
Signature:

Kind Regards,

Darren Hood
Building Surveyor



137B Defect Report - Shed



Property Address: 12 Sowerby Road Morwell 3840

Inspection Date: 4 Mar 2024

Contents

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General description of property	4
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Additional comments	7
Conclusion	10
Terms on which this report was prepared	11

If you have any queries with this report or require further information, please do not hesitate to contact the person who carried out the inspection.

Inspection Details

Property Address: 12 Sowerby Road Morwell 3840

Date: 4 Mar 2024

Client

Name: Dylan Field

Principal Name: Dylan Field

Email Address: field.a.e@outlook.com

Phone Number: 0421 941 260

Consultant

Name: Jon Joseph

Email Address: admin@scbuildingpermits.com.au

Licence / Registration Number: IN-L 74526

Company Name: Smart Choice Building Permits & Inspections

Company Address: 29 Hotham Street, Traralgon

Company Phone Number: 0400138778

General description of property

Building Type: Shed

Storeys: Single storey

Siting of the building: Towards the rear of a medium block

Gradient: The land is gently sloping

Site drainage: The site appears to be adequately drained

Weather conditions: Dry

Primary method of construction

Main building – floor construction: Slab on ground

Main building – wall construction: Steel framed, Metal cladding

Main building – roof construction: Steel framed, Finished with sheet metal roofing

Special conditions or instructions

Special requirements, requests or instructions given by the client or the client's representative -

There are no special conditions or instructions

Accessibility

Areas Inspected

The inspection covered the Readily Accessible Areas of the property. Please note obstructions and limitations to accessible areas for inspection are to be expected in any inspection.

- Shed

The inspection does not include areas which are inaccessible due to obstructions, or where access cannot be gained due to unsafe conditions.

Obstructions and Limitations

The following obstructions may conceal defects:

- Stored articles

Obstructions increase the risk of undetected defects, please see the overall risk rating for undetected defects.

Inaccessible Areas

The following areas were inaccessible:

- Concrete slab floor / foundations

Any areas which are inaccessible at the time of inspection present a high risk for undetected building defects. The client is strongly advised to make arrangements to access inaccessible areas urgently.

Summary

SUMMARY INFORMATION: The summary below is used to give a brief overview of observations made in each inspection area. The items listed in the summary are noted in detail under the applicable sub headings within the body of the report. The summary is NEVER to be relied upon as a comprehensive report and the client MUST read the entire report and not rely solely on this summary. If there is a discrepancy between the information provided in this summary and that contained within the body of the Report, the information in the body of the Report shall override this summary. (See definitions & information below the summary to help understand the report)

Evidence of defects	Not Found
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Evidence of incomplete works	Not Found
------------------------------	-----------

Evidence of non compliant works	Not Found
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Additional specialist inspections

The following inspections / reports are recommended

Not Applicable

Significant Items

Defect

No evidence was found

Incomplete Works

No evidence was found

Non compliant

No evidence was found

Additional comments

There are no additional comments

For Your Information

For Your Information 1.01

Location:	All areas
Finding:	Shed connections
	The connections of the steel framing are adequate and have not been altered.



For Your Information 1.02

Location: All areas

Finding: Downpipes

Downpipes are connected to an approved stormwater drainage system.

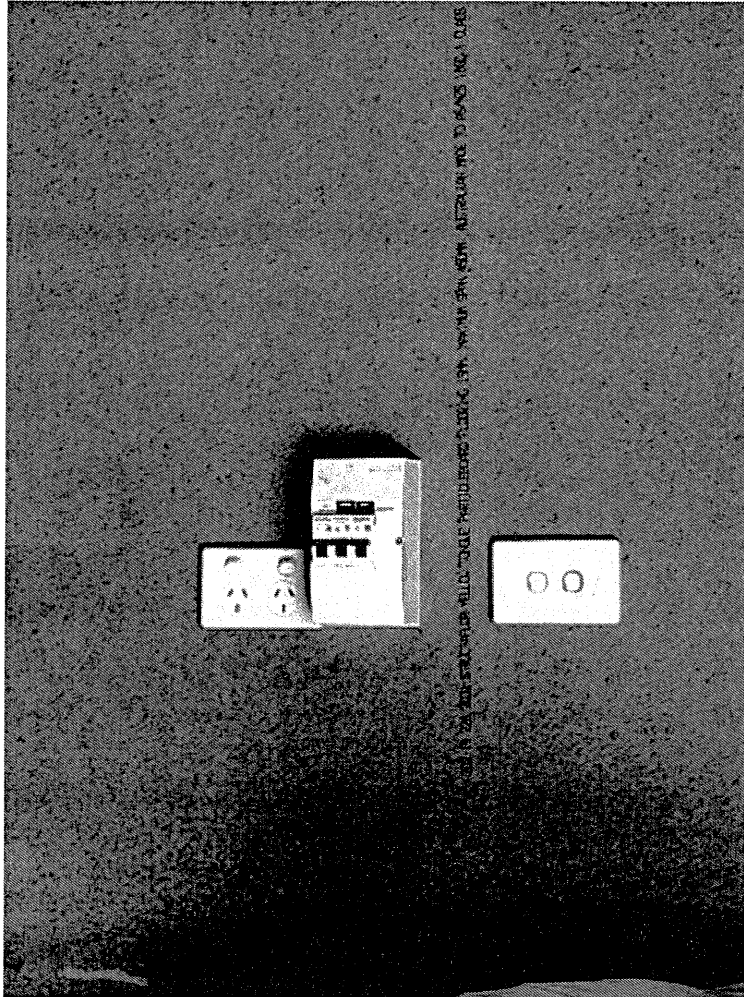


For Your Information 1.03

Location: All areas

Finding: Plumbing works

Electrical wiring has been installed within the shed with a RCD residue current device. These works should had have been completed by a registered electrician.
A electrical certificate of compliance should be provided for the works.



Conclusion

Building consultant's summary

A building permit # was issued by BS-L 58816/2826989404090 on the 02/8/2019 and a certificate of final inspection has been issued on the 13/12/2019

The shed has been constructed to a satisfactory standard.

Signature of consultant -

A handwritten signature in black ink, consisting of a stylized 'B' followed by a series of loops and a final flourish.

Terms on which this report was prepared

Service

1. This agreement is between the building consultant ("Inspector") and you ("Client"). You have requested the Inspector to carry out an inspection of your property for the purpose of preparing a Standard Property Report ("Report") to you outlining their findings and recommendation from the inspection.
2. The purpose of the inspection is to provide the Client with an overview of the Inspector's findings at the time of the inspection and advice as to the nature and extent of their findings.
3. This Report has been prepared at the direction of and exclusively for the Client. Details contained within this Report are tailored to the Pre-Inspection Agreement between the Inspector and the Client at the time of the Inspection and no other party can rely on the Report nor is the Report intended for any other party.

Scope of the Report

4. This Report is limited to the findings of the of the Inspector at the time of the inspection and any condition of the property which is not within the scope as set out herein or which occurs after the inspection is expressly excluded from this Report.
5. This Report expressly addresses only the following discernible to the Inspector at the time of inspection:
 - (a) Major Defects in the condition of Primary Elements including Structural Damage and Conditions Conducive to Structural Damage;
 - (b) any Major Defect in the condition of Secondary Elements and Finishing Elements and collective (but not individual) Minor Defects; and
 - (c) any Serious Safety Hazard.
6. This Report is limited to the observations and conclusions of the Inspector that were readily observable at the building or site and given the state of property at the time of the Inspection.
7. This Report does not include the inspection and assessment of items or matters that are beyond the Inspectors direct expertise.

Inspection Limitations

8. The Inspection is limited to Readily Accessible Areas of the Building & Site based on the Inspector's visual examination of surface work (excluding furniture and stored items) and the carrying out of Tests.
9. Where the Inspection is carried out on a strata or company title property, the Inspection is limited to the interior and the immediate exterior of the residence inspected. The Inspection does not extend to common property areas and the Inspector will not inspect common property areas.
10. The Inspector's findings do not extend to matters where the Inspector was restricted or prevented from assessing the building or site as a result of:
 - (a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint;
 - (b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out; and
 - (c) areas of the building or site that were obstructed at the time of the inspection or not Readily Accessible Areas of the Building Site. An obstruction may include a condition or physical limitation which inhibits or prevents inspection and may include – but are not limited to – roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.

Exclusions

11. This Report does not consider or deal with the following:

11. This Report does not consider or deal with the following:

- (a) any individual Minor Defect;
- (b) solving or providing costs for any rectification or repair work;
- (c) the structural design or adequacy of any element of construction;
- (d) detection of wood destroying insects such as termites and wood borers;
- (e) the operation of fireplaces and chimneys;
- (f) any services including building, engineering (electronic), fire and smoke detection or mechanical;
- (g) lighting or energy efficiency;
- (h) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (i) any appliances or white goods including dishwashers, refrigerators, ovens, stoves and ducted vacuum systems;
- (j) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;
- (k) a review of environmental or health or biological risks such as toxic mould;
- (l) whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- (m) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone; and
- (n) in the case of strata and company title properties, the inspection of common property areas or strata/company records.

12. Should the Client seek information from the Inspector related to one of exclusions above, that information is to be provided by way of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. Additional information requested by the Client is not included in this Report.

Workplace Safety

13. The Client warrants to the Inspector (including the Inspector's, agents, employees and other personnel) that the Building Site is, to the Client's reasonable knowledge, safe and free of hazardous materials and that no party of the Building site constitutes a dangerous environment or work place safety concern.

Acceptance Criteria

14. The Inspector may compare the building being inspected with a similar building, unless specified otherwise in the Special Conditions or Instructions. The similar building which the Inspector may compare the current building to was, to the best of the Inspector's knowledge, constructed in accordance with ordinary building construction and maintenance practices at the time of construction and as such has not encountered significant loss or of strength or serviceability.

15. The Inspector assumes in their Report that the existing use of the building or site will continue unless specified otherwise in the Special Conditions or Instructions.

Acknowledgments

16. The Client Acknowledges that contents of the Report is subject to the Scope of the Report, Inspection Limitations, Exclusions and Acceptance Criteria. This Report does not include recommendations or advice about matters outside the scope of the requested inspection.

17. Should the Client have any queries or concerns about the purposes, scope or acceptance criteria on which this Report was prepared, all enquiries or concerns are to be discussed with the Inspector within a reasonable time upon receipt of this report.

18. The Client acknowledges that they will take all reasonable steps to implement any recommendation or advice provided by the Inspector in their Report as a matter of urgency specified otherwise.

19. Any further discussions the Inspector following the production of this Report addressing concerns will not be reflected in this Report and as such the Report may not contain all advice or information related to the building or site provided by the Inspector.

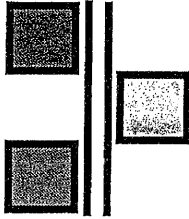
20. The Client acknowledges that a visual only inspection restricts the Inspectors capacity to inspect the building or site thoroughly and is not recommended by the Inspector unless an inspection of the Readily Accessible Areas and appropriate tests are also carried out.

21. The Client Acknowledges that in accordance with the Australian Standard AS4349.0 2007 Inspection of Buildings, this Report does not warrant or give insurance that the building or site from developing issues following the date of

21. The Client Acknowledges that in accordance with the Australian Standard AS4349.0 2007 Inspection of Buildings, this Report does not warrant or give insurance that the building or site from developing issues following the date of inspection.

22. The Client acknowledges that the Inspector is not affiliated with Hello Inspections Pty Ltd ACN 620 518 238 ("Hello Inspections") nor is Hello Inspections liable for the content of the Report prepared by the Inspector or any other third party and the Client hereby indemnifies Hello Inspections from all claims, losses and damage arising, either directly or indirectly, from the Report and the Client accepts this document can be presented to a court as a complete bar to any proceedings by the client or its agents or related parties against Hello Inspections. The Client further acknowledges the Inspector is the agent for Hello Inspections solely for the purposes of this clause.

23. The Client acknowledges that Hello Inspections may reproduce the content within this Report for any commercial purpose, including sale of the Report in whole or in part to third parties, provided personal details or information of the Client contained therein are excluded.



rennicks conveyancing pty. ltd.

217 Commercial Road, Morwell, 3840 Tel: (03) 5135 3177
PO Box 215, Morwell 3840 Fax: (03) 5135 3077 ACN 094 190 226

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwth)

To: The Purchaser(s)

From: Dylan Jack Field and Hannah Louise Te Wierik, 12 Sowerby Road, Morwell VIC 3840

Property Address: 12 Sowerby Road, Morwell VIC 3840

Lot: 52 Plan of subdivision: 649425W

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwth) in relation to the supply of the above property

Dated:

Signed by:

.....
Dylan Jack Field (Mar 6, 2024 15:49 GMT+11)

Dylan Jack Field

.....
Hannah Louise Te Wierik (Mar 6, 2024 15:47 GMT+11)

Hannah Louise Te Wierik

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1009312

APPLICANT'S NAME & ADDRESS

RENNICKS CONVEYANCING PTY LTD C/- TRICONVEY
(RESELLER) C/- LANDATA

MELBOURNE

VENDOR

FIELD, DYLAN JACK

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

215433

This certificate is issued for:

LOT 52 PLAN PS649425 ALSO KNOWN AS 12 SOWERBY ROAD MORWELL
LATROBE CITY

The land is covered by the:

LATROBE PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 3
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 1

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

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

01 March 2024

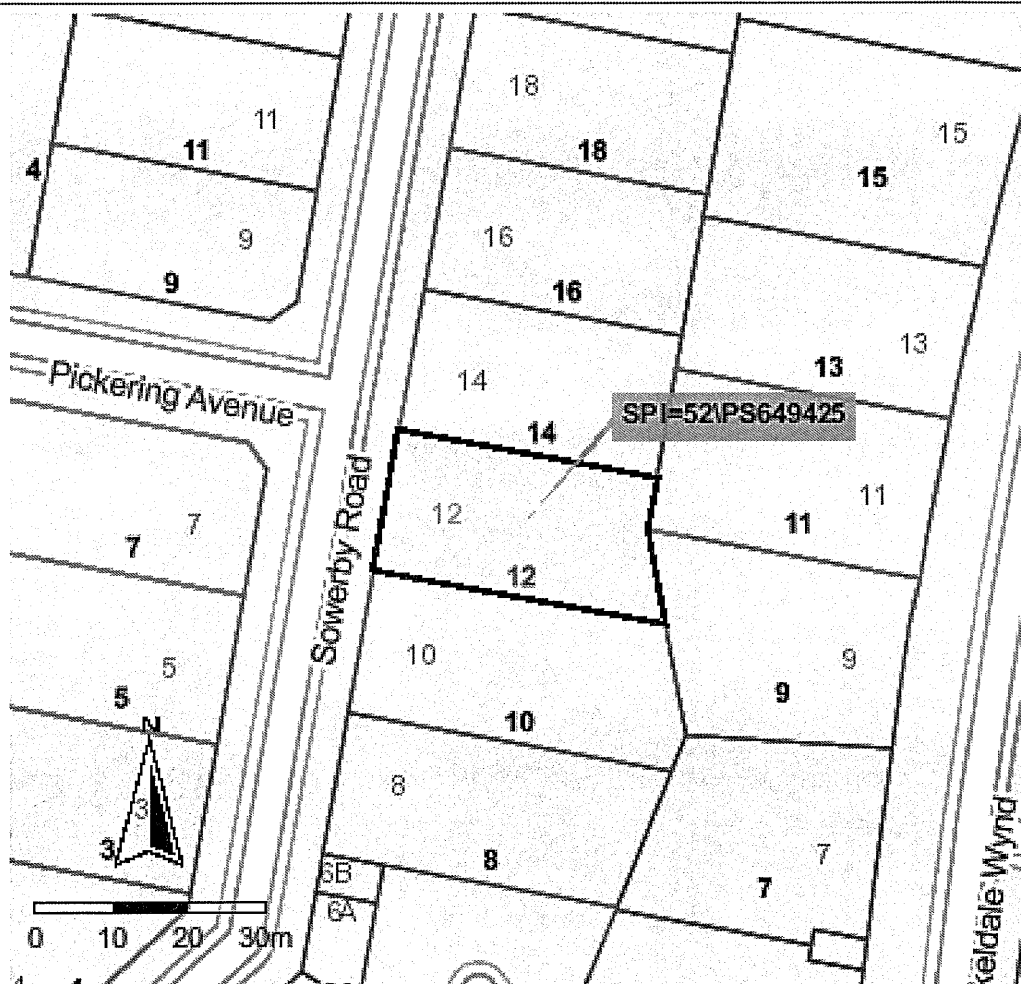
Sonya Kilkenny
Minister for Planning

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.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

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 05 March 2024 09:08 AM

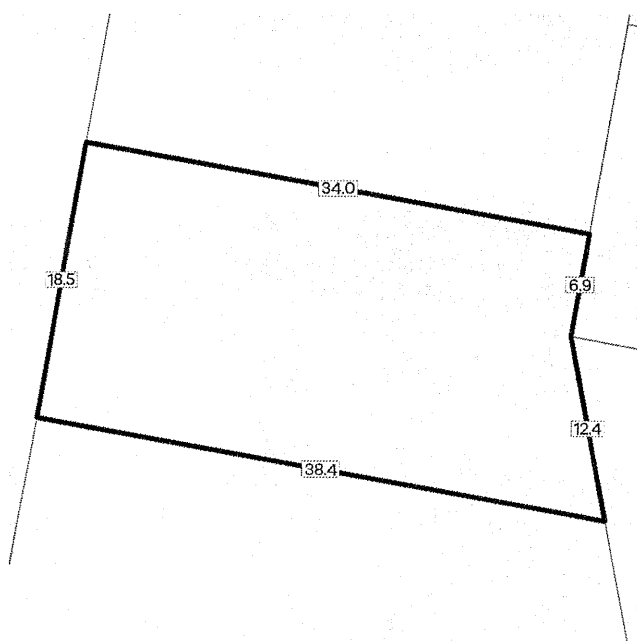
PROPERTY DETAILS

Address: **12 SOWERBY ROAD MORWELL 3840**
Lot and Plan Number: **Lot 52 PS649425**
Standard Parcel Identifier (SPI): **52\PS649425**
Local Government Area (Council): **LATROBE**
Council Property Number: **51989**
Directory Reference: **Vicroads 699 O4**

www.latrobe.vic.gov.au

SITE DIMENSIONS

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



Area: 655 sq. m

Perimeter: 110 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.

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: **Southern Rural Water**
Urban Water Corporation: **Gippsland Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **MORWELL**

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>

Area Map



 Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 04 March 2024 05:20 PM

PROPERTY DETAILS

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Lot and Plan Number: **Lot 52 PS649425**
Standard Parcel Identifier (SPI): **52\PS649425**
Local Government Area (Council): **LATROBE**
Council Property Number: **51989**
Planning Scheme: **Latrobe**
Directory Reference: **Vicroads 699 04**

www.latrobe.vic.gov.au

[Planning Scheme - Latrobe](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Urban Water Corporation: **Gippsland Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **MORWELL**

OTHER

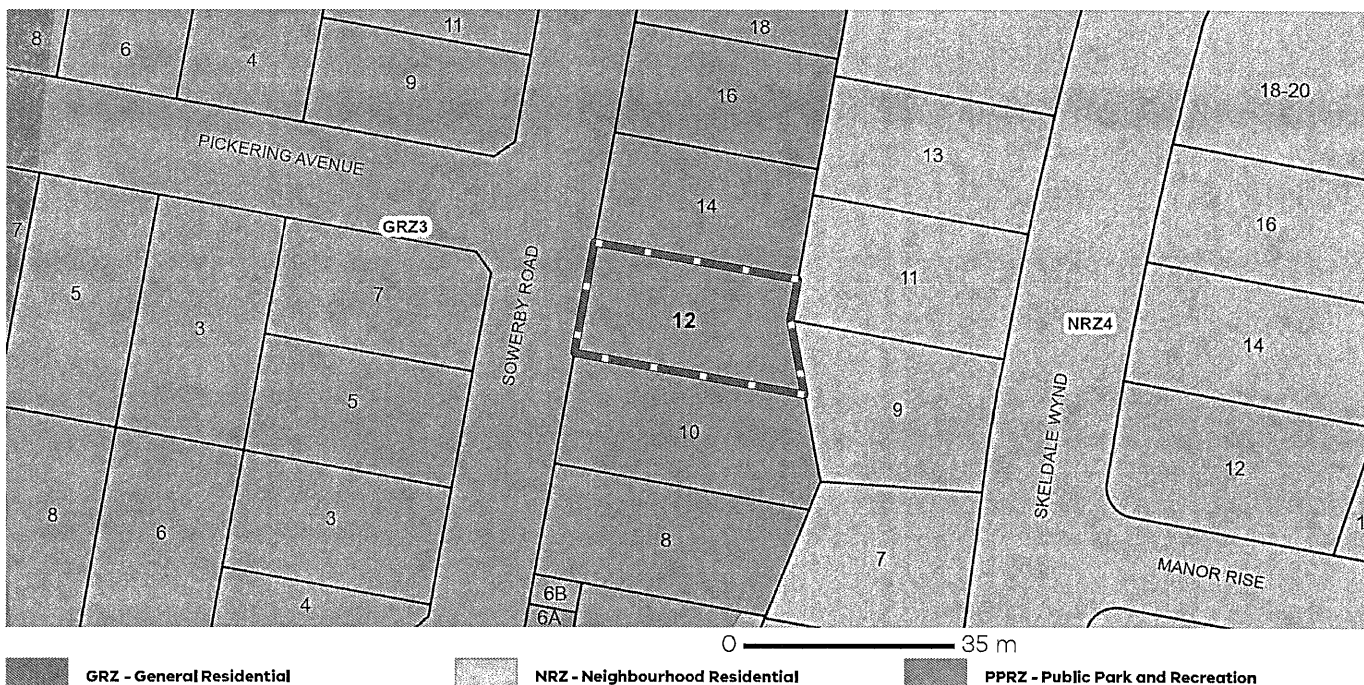
Registered Aboriginal Party: **Gunaikurnai Land and Waters
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 3 \(GRZ3\)](#)



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

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

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

Planning Overlay

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)



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

Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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 \(environment.vic.gov.au\)](#)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

DATED

2024

DYLAN JACK FIELD AND HANNAH LOUISE TE WIERIK

VENDOR STATEMENT

Property: 12 Sowerby Road, Morwell VIC 3840

Rennicks Conveyancing Pty Ltd
Licensed Conveyancer
217 Commercial Road
MORWELL VIC 3840
Tel: (03) 5135 3177
PO Box 215, Morwell VIC 3840
Ref: SH:BH:00109585

Proposed Sale of 12 Sowerby Road, Morwell

Final Audit Report

2024-03-06

Created:	2024-03-06
By:	Sandra Harnden (rennicks@rennicksconveyancing.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA2oFbPeH0gFbXE4-k4I0whpB_2LHsBHe

"Proposed Sale of 12 Sowerby Road, Morwell" History

-  Document created by Sandra Harnden (rennicks@rennicksconveyancing.com.au)
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-  Document emailed to Dylan Jack Field (field.a.e@outlook.com) for signature
2024-03-06 - 4:32:15 AM GMT
-  Document emailed to Hannah Louise Te Wierik (hannahtewierik@gmail.com) for signature
2024-03-06 - 4:32:15 AM GMT
-  Email viewed by Dylan Jack Field (field.a.e@outlook.com)
2024-03-06 - 4:44:13 AM GMT- IP address: 110.145.199.222
-  Email viewed by Hannah Louise Te Wierik (hannahtewierik@gmail.com)
2024-03-06 - 4:46:52 AM GMT- IP address: 66.249.84.161
-  Document e-signed by Hannah Louise Te Wierik (hannahtewierik@gmail.com)
Signature Date: 2024-03-06 - 4:47:47 AM GMT - Time Source: server- IP address: 1.145.250.40
-  Document e-signed by Dylan Jack Field (field.a.e@outlook.com)
Signature Date: 2024-03-06 - 4:49:53 AM GMT - Time Source: server- IP address: 110.145.199.222
-  Agreement completed.
2024-03-06 - 4:49:53 AM GMT



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