VENDOR'S STATEMENT PURSUANT TO SECTION 32 OF THE *SALE OF LAND ACT 1962*

PROPERTY

420 Olympic Parade, Maiden Gully

DBO-646052-4-6-V2

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VENDOR'S STATEMENT PURSUANT TO 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.

VENDOR [redacted]

PROPERTY **420 Olympic Parade, Maiden Gully**

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 $5,000.00.

(b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:

(i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.

(ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

Nil.

1.3 **Terms Contract**

This section 1.3 only applies if the 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, particulars are as follows:

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 to the receipt of rents and profits, are as follows:

Nil.

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

(a) The Australian Valuation Property Classification Code (AVPCC) (within the meaning of the CIPT Act) most recently allocated to the land is as follows:

AVPCC No. 110.3

(b) The land is not tax reform scheme land within the meaning of the CIPT Act.

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

(a) Are as set out in the attached copies of title documents otherwise none known to the vendor.

(b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

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

3.2 **Road Access**

There is access to the property by road.

3.3 **Designated Bushfire Prone Area**

The land is in a bushfire prone area under section 192A of the *Building Act 1993*.

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge are as follows:

Nil.

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 notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

5. BUILDING PERMITS

Particulars of any building permits 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

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

7.1 **Work-in-Kind Agreement**

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

7.2 **GAIC Recording**

The land is not affected by the GAIC.

8. SERVICES

The following services are **not** connected to the land:

(a) gas supply

(b) telephone services

9. TITLE

9.1 Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a "diagram location" in the Statement that identifies the land and its location.

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

11. 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 the 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.

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

Date of this Statement: ...../...../.....

Signature of the vendor: [redacted]e

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

Date of this Acknowledgment: ..... /..... /.....

Signature of the purchaser: .....

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
(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.

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(04/10/2016)

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 12467 FOLIO 537

Security no : 124131943019D
Produced 06/02/2026 01:50 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 807962Q.
PARENT TITLE Volume 12368 Folio 858
Created by instrument AW746381L 19/04/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
[redacted] of 422 OLYMPIC PARADE MAIDEN GULLY VIC 3551
PS807962Q 13/04/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX805792D 12/03/2024
CREDIT UNION AUSTRALIA LTD

COVENANT PS807962Q 13/04/2022

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
AV263342W 24/01/2022

DIAGRAM LOCATION

SEE PS807962Q 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: 420 OLYMPIC PARADE MAIDEN GULLY VIC 3551

ADMINISTRATIVE NOTICES

NIL

eCT Control 17759N GREAT SOUTHERN BANK
Effective from 12/03/2024

DOCUMENT END

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Department of Transport and Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	AV263342W
Date and Time Lodged	24/01/2022 04:57:26 PM		

Lodger Details

Lodger Code	16984L
Name	BECK LEGAL
Address	
Lodger Box	
Phone	
Email	
Reference	CCO:152318-2317

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

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

Estate and/or Interest
FEE SIMPLE

Land Title Reference
10978/677

Instrument and/or legislation
RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

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

Additional Details

Reference :CCO:152318-2317
Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	GREATER BENDIGO CITY COUNCIL
Signer Name	BREANNA BARNES
Signer Organisation	BOWCOLE PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	24 JANUARY 2022

File Notes:
NIL

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

Statement End.

Reference :CCO:152318-2317
Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

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Document Type	**Instrument**
Document Identification	**AV263342W**
Number of Pages (excluding this cover sheet)	**14**
Document Assembled	**06/02/2026 13:50**

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THIS AGREEMENT is made the 21 day of January 2021 22

BETWEEN:

CITY OF GREATER BENDIGO of 195-229 Lyttleton Terrace Bendigo in the State of Victoria (hereinafter called "**the Responsible Authority**") of the one part;

AND

[redacted] formerly of 422 Olympic Parade, Maiden Gully 3551 in the State of Victoria (hereinafter called "**the Owner**") of the other part.

BACKGROUND:

A. The Owner is the registered proprietor of ALL THAT piece of land situated at 422 Olympic Parade, Maiden Gully 3551 being Lot 6 on Lodged Plan 211794W and being the whole of the land described in Certificate of Title Volume 10978 Folio 677 (hereinafter called "**the Land**")..

B. The Land is within the City of Greater Bendigo and is affected by the City of Greater Bendigo Planning Scheme (hereinafter called "**the Scheme**")..

C. The Responsible Authority is the Responsible Authority administering the City of Greater Bendigo.

D. That on 13 June 2019 the Responsible Authority issued a Planning Permit No. DS/560/2018 for a two lot subdivision, (hereinafter "**Lot**" means any lot created by the proposed subdivision under the Permit) and creation of easement and removal of native vegetation in accordance with the Planning Permit. (hereinafter called "**the Planning Permit**")..

E. Condition 13 of Permit DS/560/2018 provides inter alia as follows:

"13" Before the Statement of Compliance is issued under the Subdivision Act 1988 the Owner must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987. The agreement must:-

(a) State that it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Greater Bendigo Planning Scheme.

(b) Incorporate the plan prepared in accordance with Clause 53.02-4.4 of this planning scheme and approved under this permit.

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(c) State that if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the Responsible Authority on a continuing basis.

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

(e) The Bushfire Management Plan prepared by Shane Muir Consulting Engineer drawing number 1504019-BMS REV B dated 18 January 2019 must be endorsed to form part of the permit, be included as an annexure to the Section 173 Agreement and must not be altered unless otherwise agreed in writing by the Country Fire Authority and the Responsible Authority.

(f) In addition to the requirements of Clause 44.06-3 of the Greater Bendigo Planning Scheme, the Section 173 Agreement prepared in accordance with that clause must also specify:

Explicitly exclude Lot 1 from the following exemption under Clause 44.06-1 of the City of Greater Bendigo Planning Scheme:

A building or works consistent with an agreement under section 173 of the Act prepared in accordance with a condition of permit issued under the requirements of clause 44.06-3.

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

G. The parties acknowledge that this Agreement provides for:

(a) Matters intended to satisfy Condition 13 of the Planning Permit;

(b) Matters intended to achieve and advance the objectives of planning in Victoria; and

(c) Matters intended to achieve and advance the objectives of planning in the Scheme and is made pursuant to Section 173 of the Act.

1. DEFINITIONS

In this Agreement:

Act means the *Planning and Environment Act 1987.*

Agreement means this Agreement, any Schedule and Annexures and the Background to this Agreement.

Bushfire Management Plan means the bushfire management plan prepared by Shane Muir Consulting Engineer Drawing No 1504019 – BMS Rev B dated January 2019 which has been endorsed by the Responsible Authority to form part of the permit and which is provided in Annexure A to this

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Agreement.

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

Endorsed Plans means the plan or plans endorsed with the stamp of the Responsible Authority from time to time attached to the Planning Permit.

Mortgagee means the National Australia Bank Ltd registered by the Registrar of titles as Mortgagee of the Land pursuant to mortgage AM077063R.

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

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

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

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2. The parties agree and acknowledge that in this Agreement:

2.1 the singular includes the plural and the plural includes the singular;

2.2 a reference to a gender includes a reference to each other gender;

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

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

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

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

3. The Owner HEREBY COVENANTS AND AGREES with the Responsible Authority in respect to the provisions of Condition 13 of the Permit as follows:-

(a) The Owner agrees and acknowledges that this Agreement has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Scheme.

(b) The Owner agrees that should a dwelling be constructed on the Land without a planning permit the bushfire protection measures set out in the Bushfire Management Plan must be implemented and maintained to the satisfaction of the Responsible Authority on a continuing basis.

(c) The Owner agrees that Lot 1 is excluded from being provided the following exemption under clause 44.06-3 of the Scheme :

"A building or works consistent with an agreement under section 173 of the Act prepared in accordance with a condition of permit issued under the requirements of clause 44.06-3."

4. The parties hereby agree as follows:

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

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

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2.3 The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and their successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

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

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

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

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

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

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

2.9.1 to allow the Responsible Authority's officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

2.9.2

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

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

2.9.5 if requested to do so by the Responsible Authority, to promptly execute in favour of it a mortgage to secure the Owner's obligations under this Agreement.

And the Owner agrees:

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

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

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

2.9.9 if the Owner executes a mortgage as required by clause 2.9.3, any breach of this Agreement is deemed to be a default under that mortgage.

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

2.11 The Owner warrants and covenants that:

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

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

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

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

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

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

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

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

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

2.17 Any notice hereunder shall be sufficiently served by delivering the same to the Owners at their addresses appearing in this Agreement or by placing the same into the post in a pre-paid envelope addressed to the Owners at such addresses or such other postal addresses as shall be notified by the Owners to the Responsible Authority in writing for the purposes of this agreement and any notice so posted shall be conclusively deemed to have been served on the next ordinary day after the day of posting.

AV269342Z

Delivered by LANDATA®, timestamp 06/02/2026 13:50 Page 7 of 14

MORTGAGEES' CONSENT

National Australia Bank Ltd as Mortgagee under registered Mortgage No. AM077063R, which encumbers the Land, consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

AV763342

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Registrar of Titles
Land Titles Office
2 Lonsdale Street
MELBOURNE

APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Certificate of Title Volume 10978 **Folio** 677
Registered Proprietor: [redacted]

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage number AM077063R hereby consents to the within Agreement.

Dated this 22 day of December 2021

EXECUTED by **NATIONAL AUSTRALIA BANK LIMITED** by being signed sealed and delivered in Victoria by its Attorney
ULA LASPAS
who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page No 025 Item 35) in the presence of:

) .....
) Attorney

.....
Signature of Witness
ANTOINEITE SPITERI

AV263342

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AV263342

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

Approved under the Common Seal of the **Greater Bendigo City Council**
in the presence of:

.....

CHIEF EXECUTIVE OFFICER
Full name: Craig William Niemann
Usual Address: Lyttleton Terrace Bendigo

GREATER BENDIGO CITY COUNCIL INCORPORATED 7-7-1994
THE COMMON SEAL OF

Signed sealed and delivered
by the said [redacted]
in the presence of:

.....

Witness

[redacted]

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Delivered by LANDATA®, timestamp 06/02/2026 13:50 Page 12 of 14

AV263942

Annexure A

The Bushfire Management Plan (Drawing number 1504019-BMS REV B dated 18 January 2019)

Plan(s) have been included as an annexure to this document in black and white in order to satisfy the requirements of the Registrar of Titles for the imaging of documents. The plan(s) in colour are included in the original document and can be inspected at the offices of the Council.

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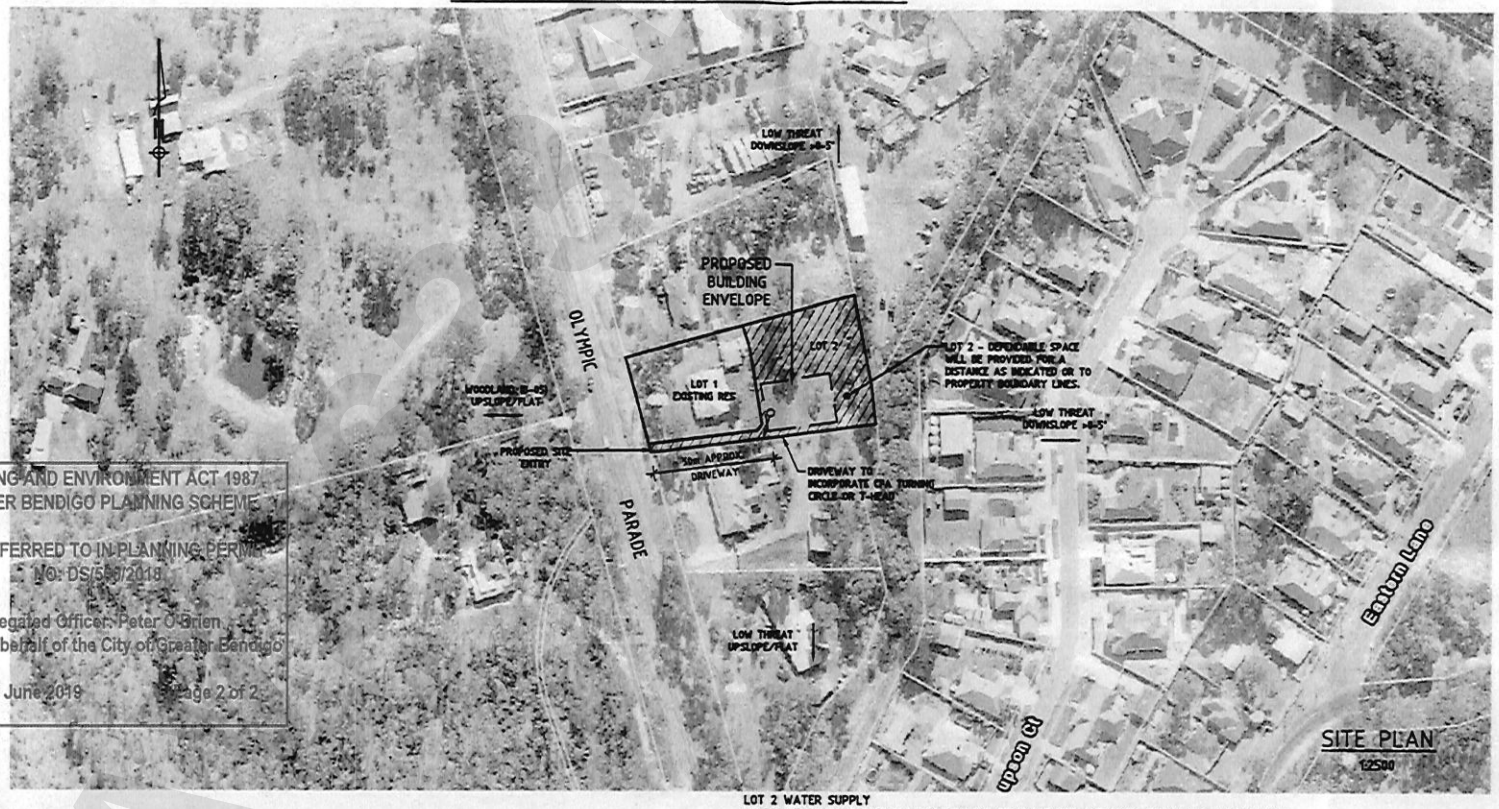
BUSHFIRE MANAGEMENT PLAN LOT 2



PLANNING AND ENVIRONMENT ACT 1987
GREATER BENDIGO PLANNING SCHEME

PLAN REFERRED TO IN PLANNING PERMIT
No: DS/5[illegible]/2018

Delegated Officer: Peter O'Brien
For and on behalf of the City of Greater Bendigo

Date: 13 June 2019 Page 2 of 2

LOT 2 DEFENDABLE SPACE NOTES

DEFENDABLE SPACE IS TO BE PROVIDED FOR A DISTANCE OF 50 METRES, OR THE PROPERTY BOUNDARY WHICHEVER IS THE LESSER WHERE VEGETATION (AND OTHER FLAMMABLE MATERIALS) WILL BE MODIFIED AND MANAGED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

- GRASS MUST BE SHORT CROPPED AND MAINTAINED DURING THE DECLARED FIRE DANGER PERIOD.
- ALL LEAVES AND VEGETATION DEBRIS MUST BE REMOVED AT REGULAR INTERVALS DURING THE DECLARED FIRE DANGER PERIOD.
- WITHIN 10 METRES OF A BUILDING, FLAMMABLE OBJECTS MUST NOT BE LOCATED CLOSE TO THE VULNERABLE PARTS OF THE BUILDING.
- PLANTS GREATER THAN 10 CENTIMETRES IN HEIGHT MUST NOT BE PLACED WITHIN 3m OF A WINDOW OR GLASS FEATURE OF THE BUILDING.
- SHRUBS MUST NOT BE LOCATED UNDER THE CANOPY OF TREES.
- INDIVIDUAL AND CLUMPS OF SHRUBS MUST NOT EXCEED 5 SQ. METRES IN AREA AND MUST BE SEPARATED BY AT LEAST 5 METRES.
- TREES MUST NOT OVERHANG OR TOUCH ANY ELEMENTS OF THE BUILDING.
- THE CANOPY OF TREES MUST BE SEPARATED BY AT LEAST 5 METRES.
- THERE MUST BE A CLEARANCE OF AT LEAST 2 METRES BETWEEN THE LOWEST TREE BRANCHES AND GROUND LEVEL.

LOT 2 CONSTRUCTION STANDARDS

NOMINATE A MINIMUM BUSHFIRE ATTACK LEVEL OF BAL 12.5 THAT THE FUTURE BUILDINGS WILL BE DESIGNED AND CONSTRUCTED TO.

RECEIVED
21 JAN 2019
CITY OF GREATER BENDIGO
HOPETOUN MILL

LOT 2 WATER SUPPLY

UNLESS OTHERWISE AGREED IN WRITING BY THE RELAVANT FIRE AUTHORITY, THE WATER SUPPLY MUST:

- BE STORED IN AN ABOVE GROUND WATER TANK CONSTRUCTED OF CONCRETE OR METAL.
- HAVE ALL FIXED ABOVE GROUND WATER PIPES AND FITTINGS REQUIRED FOR FIREFIGHTING PURPOSES MADE OF CORROSIVE RESISTANT METAL.
- INCLUDE A SEPERATE OUTLET FOR OCCUPANT USE.

WHERE A 10,000 LITRE WATER SUPPLY IS REQUIRED, FIRE AUTHORITY FITTINGS AND ACCESS MUST BE PROVIDED AS FOLLOWS:

- BE READILY IDENTIFIABLE FROM THE BUILDING OR APPROPRIATE IDENTIFICATION SIGNAGE TO THE SATISFACTION OF THE RELEVANT FIRE AUTHORITY.
- BE LOCATED WITHIN 60 METRES OF THE OUTER EDGE OF THE APPROVED BUILDING.
- THE OUTLET/S OF THE WATER TANK MUST BE WITHIN 4 METRES OF THE ACCESSWAY AND UNOBSTRUCTED.
- INCORPORATE A SEPARATE BALL OR GATE VALVE (BRITISH STANDARD PIPE (BSP) 65 MILLIMETRE) AND COUPLING (64 MILLIMETRE CFA 3 THREAD PER INCH MALE FITTING).

ANY PIPEWORK AND FITTINGS MUST BE A MINIMUM OF 65 MILLIMETRES (EXCLUDING THE CFA COUPLING).

LOT 2 ACCESS

SHOW THE ACCESS FOR FIREFIGHTING PURPOSES WHICH MEETS THE FOLLOWING REQUIREMENTS:

- CURVES MUST HAVE A MINIMUM INNER RADIUS OF 10 METRES.
- THE AVERAGE GRADE MUST BE NO MORE THAN 1 IN 7 (14.4%) (8.1°) WITH A MAXIMUM OF NO MORE THAN 1 IN 5 (20%) (11.3°) FOR NO MORE THAN 50 METRES.
- DIPS MUST HAVE NO MORE THAN A 1 IN 8 (12.5%) (7.1°) ENTRY AND EXIT ANGLE.
- A LOAD LIMIT OF AT LEAST 15 TONNES AND BE OF ALL-WEATHER CONSTRUCTION.
- PROVIDE A MINIMUM TRAFFICABLE WIDTH OF 3.5 METRES.
- BE CLEAR OF ENCROACHMENTS FOR AT LEAST 0.5 METRES ON EACH SIDE AND AT LEAST 4 METRES VERTICALLY.

A TURNING AREA FOR FIRE FIGHTING VEHICLES MUST BE PROVIDED CLOSE TO THE BUILDING BY ONE OF THE FOLLOWING:

- A TURNING CIRCLE WITH A MINIMUM RADIUS OF EIGHT METRES.
- A DRIVEWAY ENCIRCLING THE DWELLING.
- THE PROVISION OF OTHER VEHICLE TURNING HEADS – SUCH AS A T OR Y HEAD – WHICH MEET THE SPECIFICATION OF AUSTROAD DESIGN FOR AN 8.8 METRE SERVICE VEHICLE.

SHANE MUIR CONSULTING ENGINEERS
468 HARGREAVES STREET, BENDIGO, 3550
ABN 35 090 257 855
PHONE: (03) 5444 2741
FAX: (03) 5444 2751
EMAIL: admin@smce.com.au

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DO NOT SCALE FROM THIS DRAWING

CLIENT: SHAUN MAKEPEACE

PROJECT: BUSHFIRE MANAGEMENT PLAN, No. 422, OLYMPIC PARADE, MAIDEN GULLY

REVISIONS:			
REV #	DATE	DRAWN	DESCRIPTION
A	27/08/18	B.L.F.	GENERAL REVISION
B	18/01/19	B.L.F.	REVISED BUILDING ENVELOPE

DRAWN: B.L.F.
CHECKED: S.K.M.
SCALE: @ A3 AS SHOWN
DATE: 01/08/18
DWG No. 1504019-BMS REVISION B
SHEET. 2 of 3

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AV26334217

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Document Identification	**PS807962Q**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**06/02/2026 13:50**

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PLAN OF SUBDIVISION

UNDER SECTION 22 OF THE SUBDIVISION ACT 1988

EDITION 1

PS807962Q

LOCATION OF LAND

PARISH: MARONG

TOWNSHIP: -

SECTION: -

CROWN ALLOTMENT: 37 (PART) & 105 (PART)

CROWN PORTION: -

TITLE REFERENCE: VOL. 10978 FOL. 677

LAST PLAN REFERENCE: LOT 6 ON LP211794W

POSTAL ADDRESS: 422 OLYMPIC PARADE, MAIDEN GULLY 3551
(at time of subdivision)

MGA2020 CO-ORDINATES: E: 252 165 ZONE: 55
(of approx centre of land in plan) N: 5 928 045

Council Name: Greater Bendigo City Council

Council Reference Number: SC/560/2018/1
Planning Permit Reference: DS/560/2018
SPEAR Reference Number: S156663M

Certification

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made

Digitally signed by: Liz Commadeur for Greater Bendigo City Council on 18/12/2020

Statement of Compliance issued: 09/02/2022

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
RESERVE No.1	City of Greater Bendigo

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

SURVEY:
This plan is based on survey.
This survey has been connected to permanent marks No(s). MARONG 38 & 58

STAGING:
This is not a staged subdivision.

PLANNING PERMIT NO.

DS/560/2018

NOTATIONS

For Creation of Restriction See Sheet 3

WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	THIS PLAN - SECTION 136 OF THE WATER ACT 1989	COLIBAN REGION WATER CORPORATION
E-2	DRAINAGE	2	THIS PLAN	CITY OF GREATER BENDIGO

HADDEN FARREN LAND SURVEYORS
188 Breen Street
Golden Square 3555
Phone 03 544 18074
Fax 03 544 43608
info@haddenfarren.com.au
LAND SURVEYING - TOWN PLANNING - HYDROGRAPHIC MAPPING

SURVEYORS FILE REF: 2045 VERSION: 05

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 2

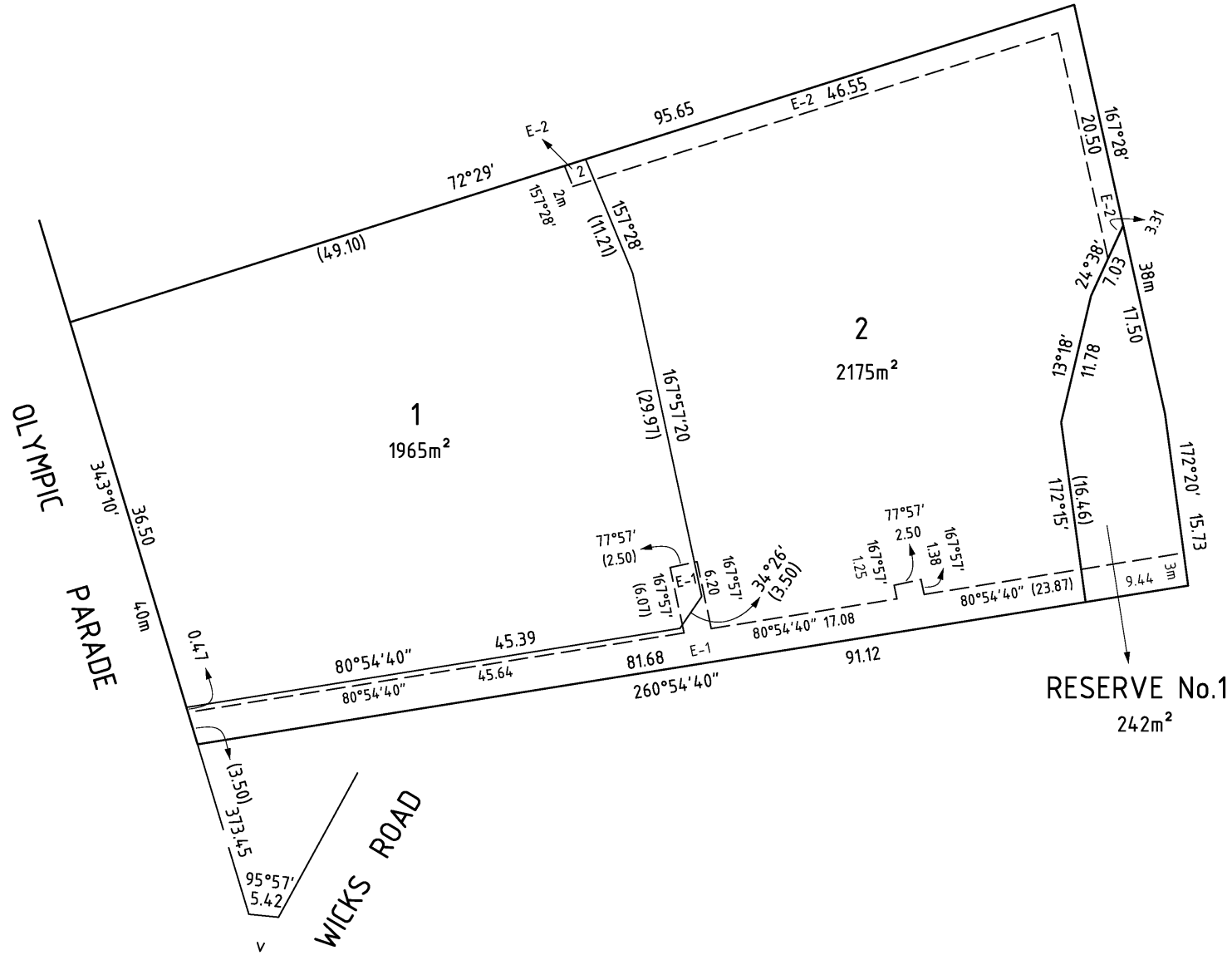
Digitally signed by: peter Farren, Licensed Surveyor, Surveyor's Plan Version (05), 17/12/2020, SPEAR Ref: S156663M

PLAN REGISTERED
TIME: 5:16 PM DATE: 13/04/2022
Assistant Registrar of Titles R.I.

Amended by: peter Farren, Licensed Surveyor 13/04/2022.

PS807962Q

MGA2020 ZONE 55



HADDEN FARREN
LAND SURVEYORS
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Golden Square 3555
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Fax 03 544 43608
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LAND SURVEYING - TOWN PLANNING - HYDROGRAPHIC MAPPING

SCALE 1:400	4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2

Digitally signed by: peter Farren, Licensed Surveyor, Surveyor's Plan Version (05), 17/12/2020, SPEAR Ref: S156663M

Digitally signed by: Greater Bendigo City Council, 18/12/2020, SPEAR Ref: S156663M

Amended by: peter Farren, Licensed Surveyor 13/04/2022.

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PS807962Q

CREATION OF RESTRICTION 1

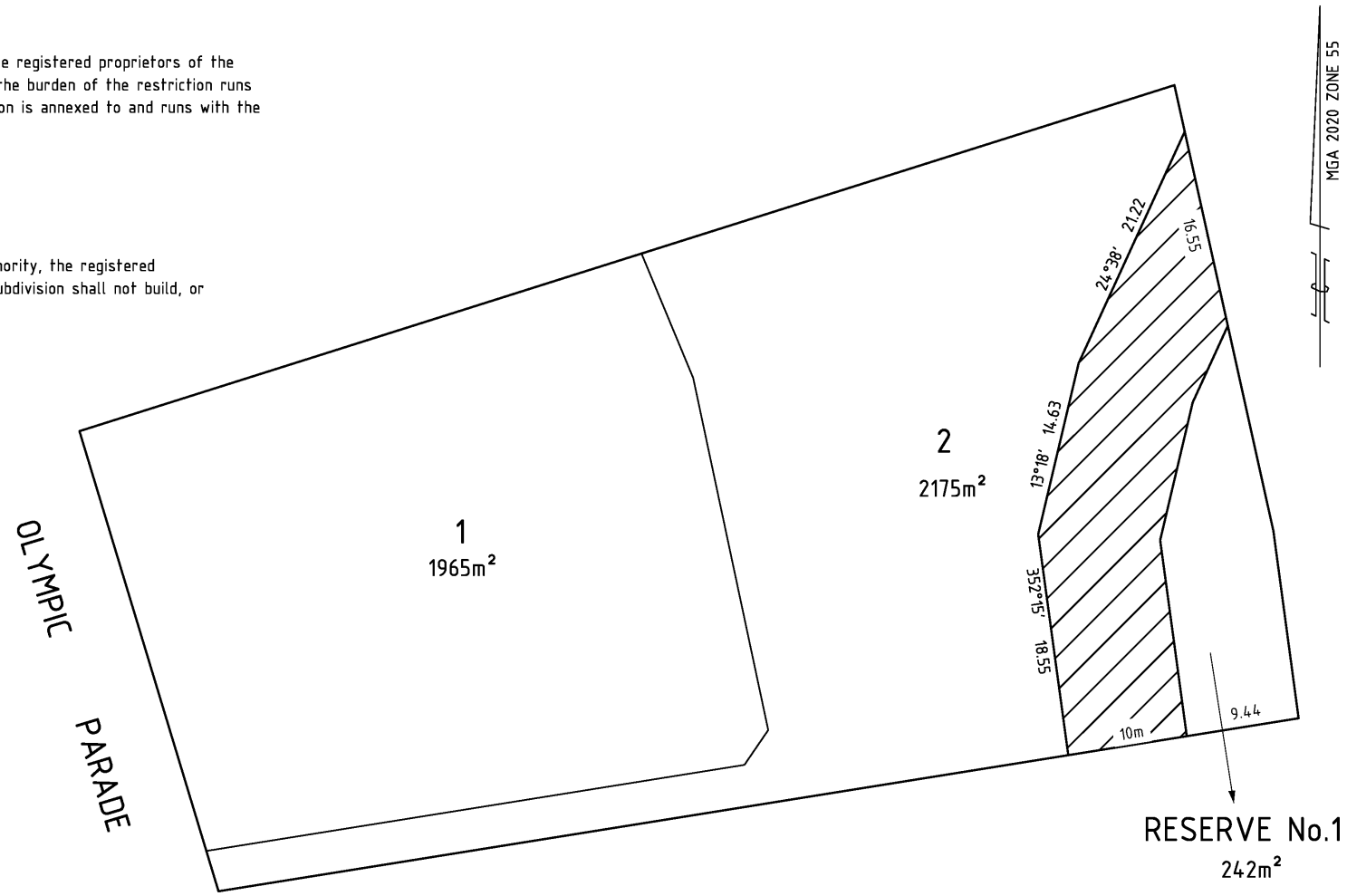
The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited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

Burdened Land: Lots 1 to 2 inclusive
Benefited Land: Lots 1 to 2 inclusive

Description of Restriction
Unless written consent has been granted by the Responsible Authority, the registered Proprietor, or proprietors of the burdened land on the Plan of Subdivision shall not build, or allow to be built:

i) any dwelling within the building exclusion zone.

DENOTES BUILDING EXCLUSION ZONE



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Digitally signed by: peter Farren, Licensed Surveyor, Surveyor's Plan Version (05), 17/12/2020, SPEAR Ref: S156663M

Digitally signed by: Greater Bendigo City Council, 18/12/2020, SPEAR Ref: S156663M

Amended by: peter Farren, Licensed Surveyor 13/04/2022.

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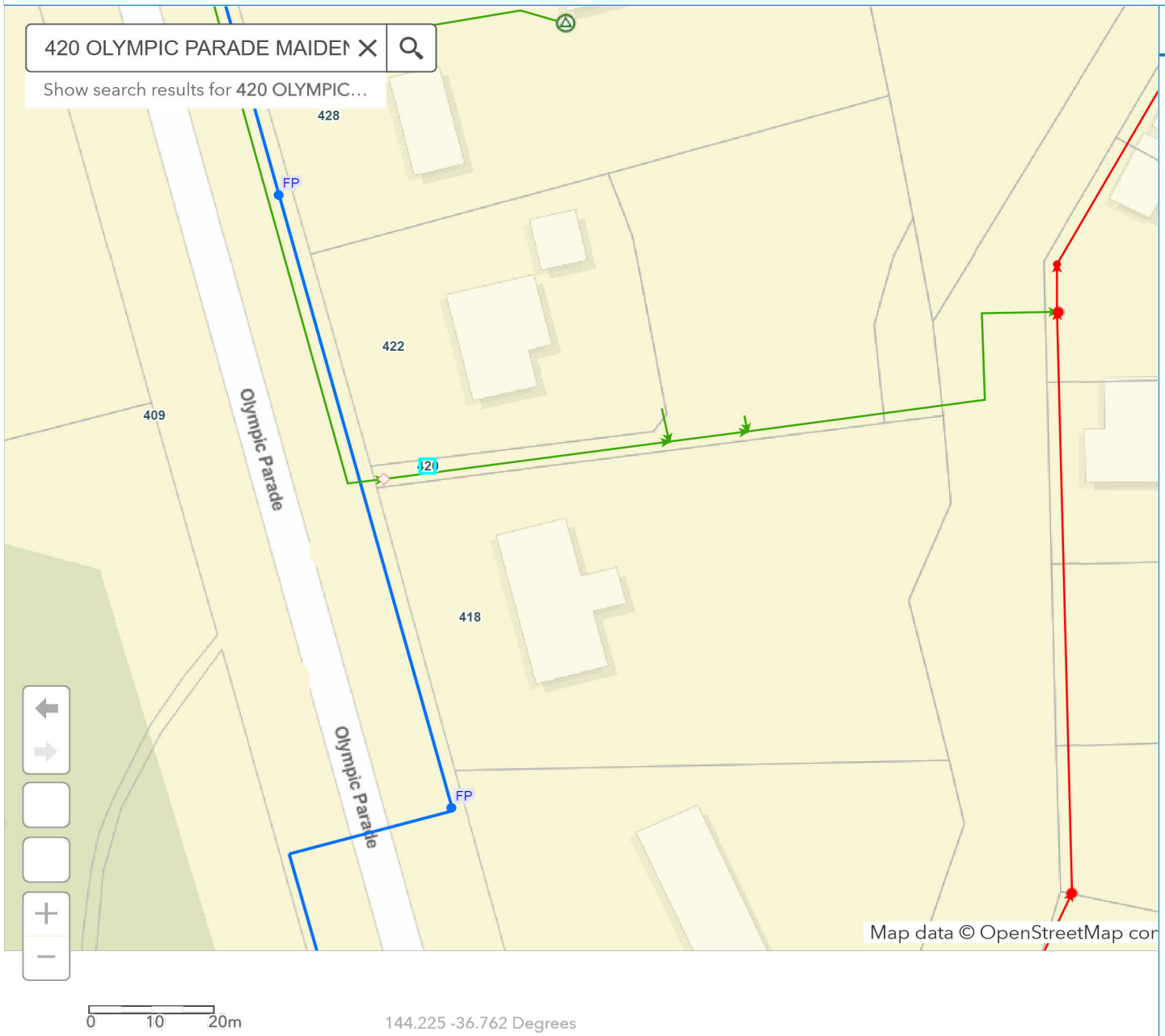
Coliban WATER

Assets Map

Water and sewer networks



Legend

Sewer Inspection Shaft

Sewer Maintenance Hole

Sewer Maintenance Shaft

Combined Private Sewer Drain

Sewer Pipe

Sewer Pipe Status

- Gravity Main (active)
- Gravity Main (inactive)
- Rising Main (active)
- Rising Main (inactive)
- Reused Sewerage
- Protective Sleeve

Water Control Valve

Water System Valve

Water Fireplug

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1221948

APPLICANT'S NAME & ADDRESS

BECK LEGAL C/- INFOTRACK (INFINITYLAW) C/- LANDATA
MELBOURNE

VENDOR

[redacted]

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

355372

This certificate is issued for:

LOT 2 PLAN PS807962 ALSO KNOWN AS 420 OLYMPIC PARADE MAIDEN GULLY
GREATER BENDIGO CITY

The land is covered by the:

GREATER BENDIGO PLANNING SCHEME

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

The land:

- is included in a	GENERAL RESIDENTIAL ZONE
- is within a	DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10
and a	ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 2
and a	BUSHFIRE MANAGEMENT OVERLAY
and a	ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1
- and abuts a	TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD

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

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

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

06 February 2026

Sonya Kilkenny
Minister for Planning

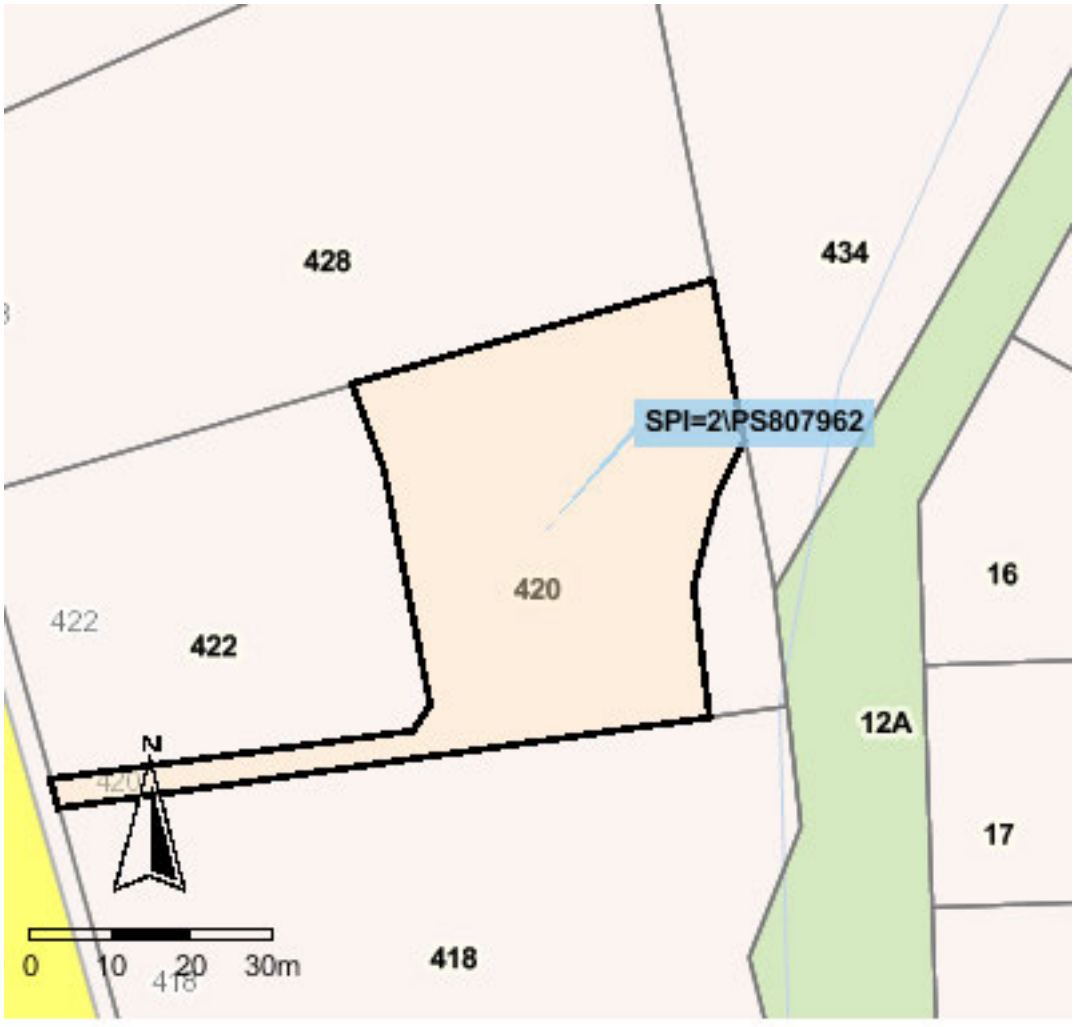
VICTORIA State Government

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.



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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.

VICTORIA State Government

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 04 February 2026 06:04 PM

PROPERTY DETAILS

Address:	**420 OLYMPIC PARADE MAIDEN GULLY 3551**
Lot and P an Number:	**Lot 2 PS807962**
Standard Parce dentifier (SP):	**2\PS807962**
Loca Government Area (Counci):	**GREATER BENDIGO** www.bendigo.vic.gov.au
Counci Property Number:	**259511**
P anning Scheme:	**Greater Bendigo** Planning Scheme Greater Bendigo
Directory Reference:	**Vicroads 606 H7**

UTILITIES

Rura Water Corporation:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Me bourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legis ative Counci :	**NORTHERN VICTORIA**
Legis ative Assemb y:	**BENDIGO WEST**

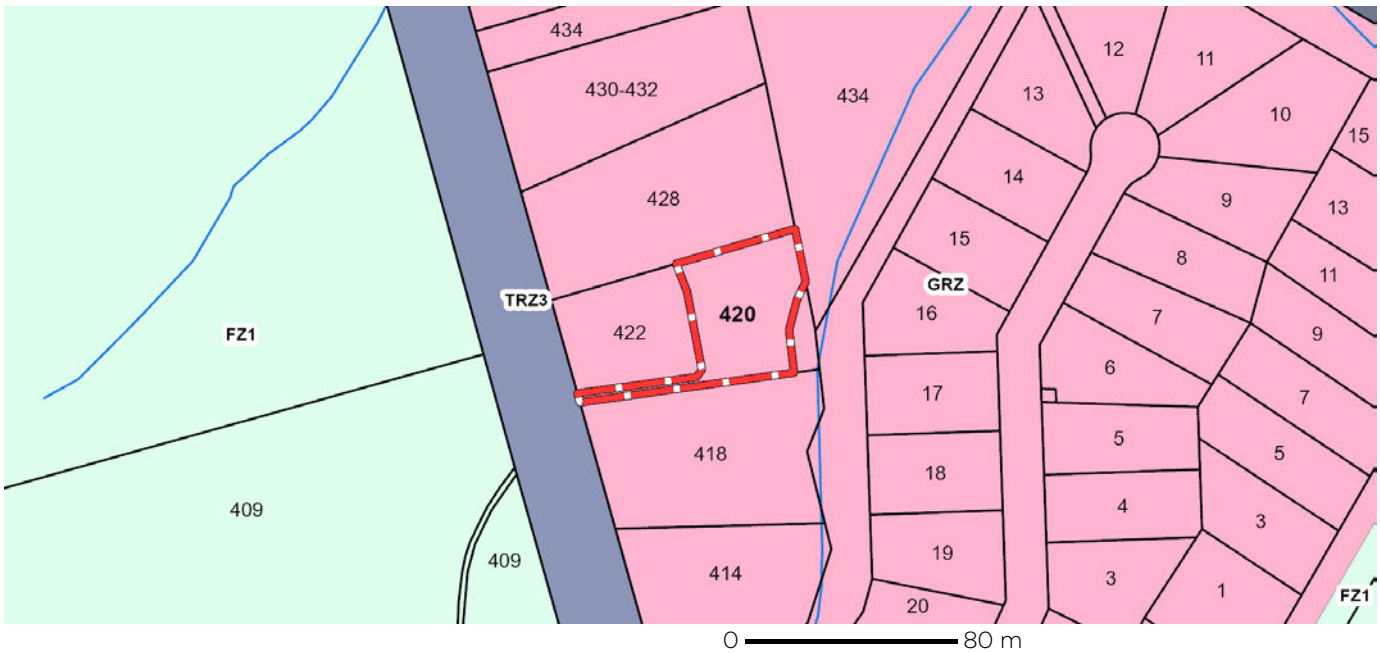
OTHER

Registered Aborigina Party:	**Dja Dja Wurrung Clans Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)



FZ - Farming
GRZ - General Residential
TRZ2 - Principal Road Network
TRZ3 - Significant Municipal Road
Water course

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

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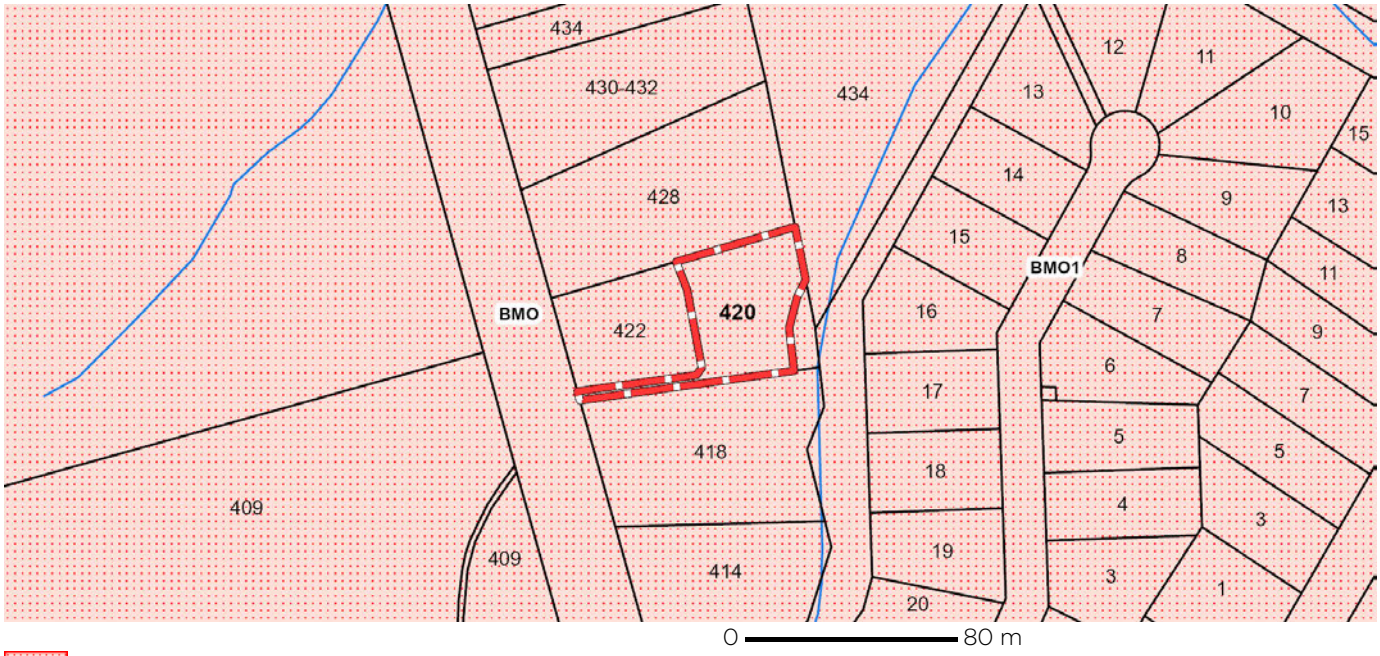
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

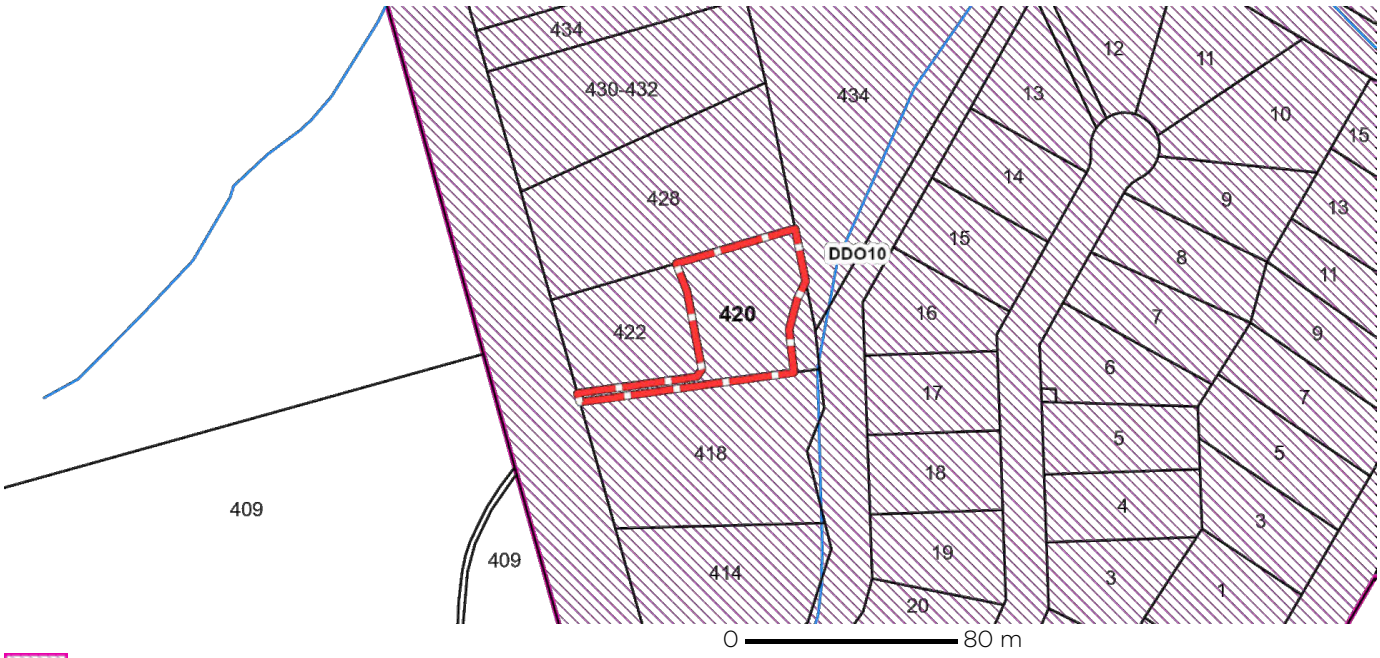


BMO - Bushfire Management Overlay **Water course**

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)



DDO - Design and Development Overlay **Water course**

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 2 (ESO2)



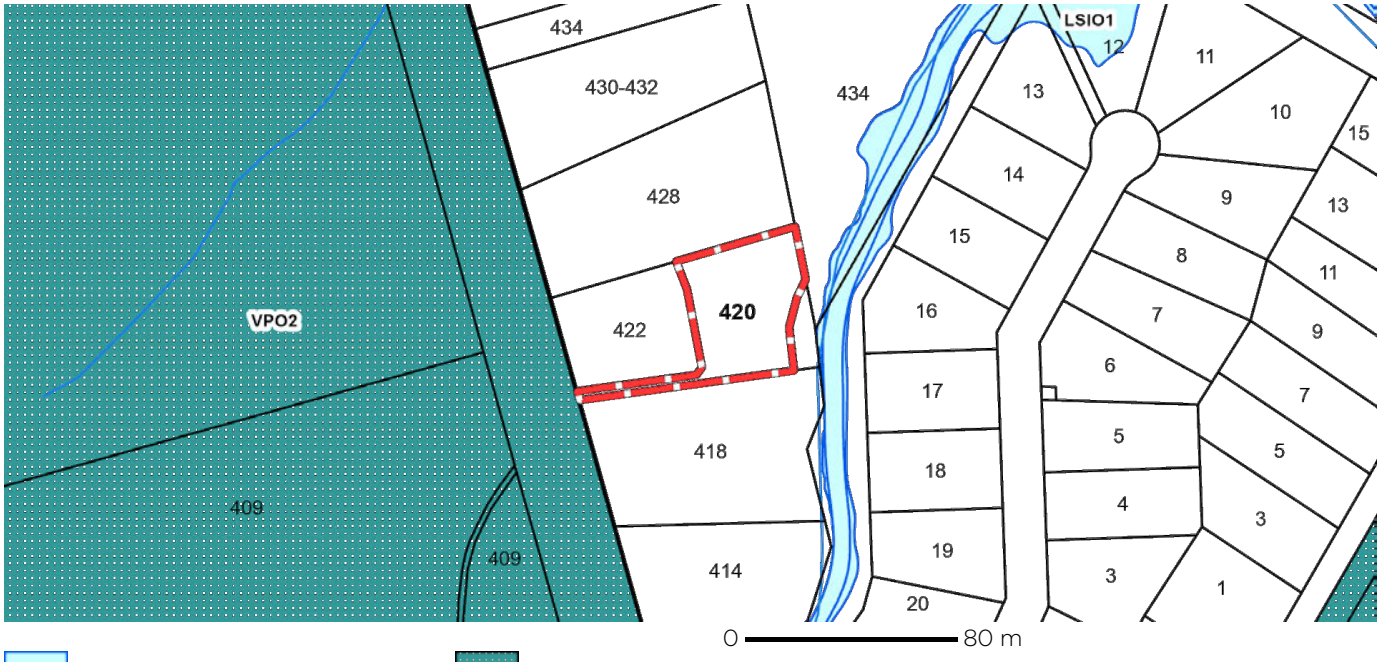
ESO - Environmental Significance Overlay Water course

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)
VEGETATION PROTECTION OVERLAY (VPO)



LSIO - Land Subject to Inundation Overlay VPO - Vegetation Protection Overlay Water course

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to https://heritage.achris.vic.gov.au/aavQuestion1.aspx

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



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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

P anning scheme data ast updated on 23 January 2026.

A **planning scheme** sets out po icies and requirements for the use, deve opment and protection of and.
This report provides information about the zone and over ay provisions that app y to the se ected and.
nformation about the State and oca po icy, particu ar, genera and operationa provisions of the oca p anning scheme that may affect the use of this and can be obtained by contacting the oca counci
or by visiting https://www.p anning.vic.gov.au

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
t does not inc ude information about exhibited p anning scheme amendments, or zonings that may abut the and.
To obtain a P anning Certificate go to Tit es and Property Certificates at Landata - https://www. andata.vic.gov.au

For deta i s of surrounding properties, use this service to get the Reports for properties of interest.

To view p anning zones, over ay and heritage information in an interactive format visit https://mapshare.vic.gov.au/vicp an/

For other information about p anning in Victoria visit https://www.p anning.vic.gov.au

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Read the full disclaimer at https://www.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 PROPERTY REPORT

Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

Native p ants that are indigenous to Victoria and important for biodiversity might be present on this property. This cou d inc ude trees, shrubs, herbs, grasses or aquatic p ants. There are a range of regu ations that may app y inc uding need to obtain a p anning permit under C ause 52.17 of the oca p anning scheme. For more information see Native Vegetation (C ause 52.17) with oca variations in Native Vegetation (C ause 52.17) Schedu e

To he p identify native vegetation on this property and the app ication of C ause 52.17 p ease visit the Native Vegetation Regu ations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or p ease contact your re evant counci .

You can find out more about the natura va ues on your property through NatureKit NatureKit (environment.vic.gov.au)

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

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HISTORIC MINING ACTIVITY
Form No. 692

04 February, 2026

Property Information:

Address: 420 OLYMPIC PARADE MAIDEN GULLY 3551

It is advised that:

Our records do not indicate the existence of any mining activity on or under this site, but the site is within an area of past prospecting or mining activity. Note that there may be unrecorded mine workings present. (3)

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

For queries, contact:

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

Building Issues
1/60 McIvor Road Bendigo VIC 3550
03 5441 4149
bendigo@buildingissues.com.au
www.buildingissues.com.au
ABN 99 626 396 781

OCCUPANCY PERMIT
Form 16

Regulation 192
Building Act 1993
Building Regulations 2018

Property Details

Number **420**	Street/Road **Olympic Parade**	Suburb **MAIDEN GULLY**	Postcode **3551**
Lot/s **2**	LP/PS **PS807962Q**	Volume **12368**	Folio **858**
Crown allotment	Section No	Parish	County

Municipal District **Greater Bendigo City Council**

Building permit details

Building permit number: **2059460116814**
Version of BCA applicable to building permit: **BCA 2019 Volume 2**

Building Details

Part of building to which permit applies: **Dwelling**
Permitted use: **Domestic**
BCA Class of building: **1a(a)**
Maximum permissible floor live load: **1.5**

Part of building to which permit applies: **Garage**
Permitted use: **Domestic**
BCA Class of building: **10a**
Maximum permissible floor live load:

Suitability for occupation

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

Relevant Building Surveyor

Name: **Jacob Spence**
Building practitioner registration no.: **BS-U 41968**

Signature: .....

Date of Final Inspection: **22/01/2024**

Occupancy Permit no.: **2059460116814**

Date of issue of permit: **01/02/2024**

DRAFT

Application Number: BLD20240671

FORM 17

Regulation 200
Building Act 1993
Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property Details

Number: **420** Street/Road: **Olympic Parade** Suburb: **Maiden Gully** Postcode: **3551**
Lot/s: **2** LP/PS: **PS807962Q** Volume: **12467** Folio: **537**
Municipal District: **City of Greater Bendigo**

Building permit details

Building permit number: **BS-L 41244/8463771189937**
Version of BCA applicable to building permit: **22**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
AS PER DRAWINGS	Construction of Shed & Inground Swimming Pool	10a & 10b

Maintenance determination

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

Directions to fix building work

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

Approved Inspections

1. Precautionary Fencing Inspection
2. Bond Beam Inspection (pool)
3. Pool Fencing inspection
4. Footing Inspection
5. Final Inspection

Conditions to which this permit is subject

None

Relevant building surveyor

Name:	**Robert Vuk**
Address:	**PO BOX 314, MOAMA NSW 2731**
Email:	**permits@rojobuildingpermits.com**
Building practitioner registration no.:	**BS-L 41244**
Municipal district name:	**City of Greater Bendigo**
Certificate no.	**BS-L 41244/8463771189937**
Date of issue:	**27 May 2024**
Date of final inspection	**27 May 2024**
Signature:	

MASTER BUILDERS INSURANCE BROKERS PTY LTD
Level 3, 332 Albert Street
East Melbourne VIC 3002
mbib.com.au
1800 150 888

Domestic Building Insurance

Certificate of Insurance

[redacted]
422 Olympic Pde
MAIDEN GULLY
VIC 3551

Policy Number:
C864710

Policy Inception Date:
12/03/2024

Builder Account Number:
417000

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:	**C04: Alterations/Additions/Renovations - Structural**
At the property:	**422 Olympic Pde MAIDEN GULLY VIC 3551 Australia**
Carried out by the builder:	**LF BUILD GROUP PTY LTD**
Builder ACN:	**647972245**

! 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):	[redacted]
Pursuant to a domestic building contract dated:	**19/03/2024**
For the contract price of:	**$ 137,332.00**
Type of Cover:	**Cover is only provided if LF BUILD GROUP 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.

Issued by Victorian Managed Insurance Authority

Date Generated:12/03/2024
OFFICE USE ONLY: COI-0717-1

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

MASTER BUILDERS INSURANCE BROKERS PTY LTD
Level 3, 332 Albert Street
East Melbourne VIC 3002
mbib.com.au
1800 150 888

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*

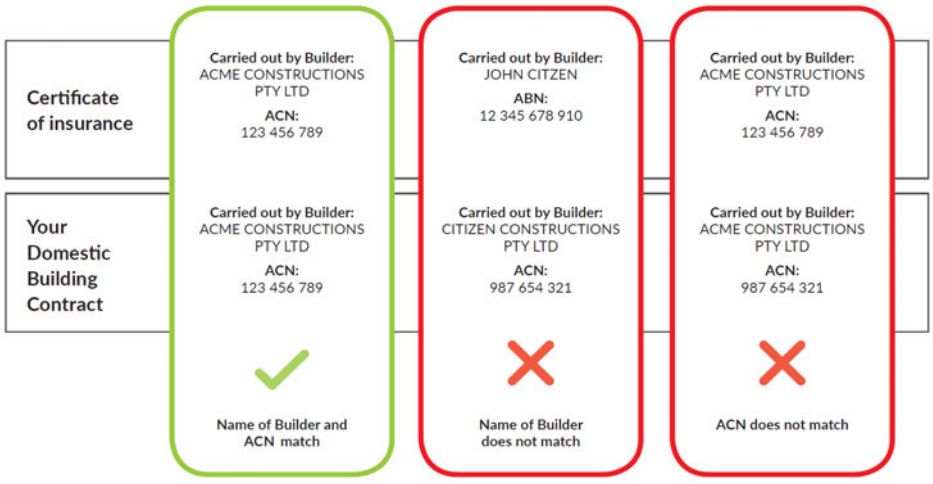
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$1,277.00**
GST:	**$127.70**
Stamp Duty:	**$140.47**
Total:	**$1,545.17**

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



CITY OF GREATER BENDIGO

Certificate of Pool & Spa Barrier Compliance Acceptance

Our Reference: PP2400241
Date of Issue: 20 June 2024

[redacted]
420 Olympic Parade
MAIDEN GULLY 3551

Dear Sir/Madam,

Thank you for lodging your Form 23 Certificate of Pool and Spa Barrier Compliance with the City of Greater Bendigo. This has now been processed and accepted.

Please see below the details regarding your swimming pool/spa and the date you are required to lodge your next Certificate of Pool and Spa Barrier Compliance.

Location of Swimming Pool/Spa	420 Olympic Parade Maiden Gully VIC 3551
Type of Swimming Pool/Spa	Permanent Swimming Pool
Date of Construction	12/03/2024
Applicable Barrier Standard	AS1926.1-2012
Due Date for Next Certificate of Pool and Spa Barrier Compliance	31/05/2028

Penalties may apply for failure to lodge a Certificate of Pool and Spa Barrier Compliance by the specified due date.

Under Section 144(2) of the Building Act 1993, an owner may appeal to the Building Appeals Board against a determination by the relevant Council regarding the date of construction of the swimming pool or spa within **30 days** of receiving the determination.

Greater Bendigo City Council
Address: 189-229 Lyttleton Terrace, Bendigo
Postal Address: PO Box 733, Bendigo VIC 3552
T: 1300 002 642
E: pools@bendigo.vic.gov.au
W: www.bendigo.vic.gov.au
ABN 74 149 638 164

Hearing or speech impaired?
Call us via the National Relay Service on 133 677 or www.relayservice.com.au and ask for 1300 002 642

To obtain a Certificate of Pool and Spa Barrier Compliance, you will need to engage a private building surveyor, building inspector or pool/spa barrier inspector to undertake an inspection of your swimming pool/spa safety barrier. This must be lodged via the **online portal** within **30 Days** from the date of issue along with payment of the prescribed lodgement fee.

In accordance with the Building Act 1993, the City may be required to take alternative enforcement action to carry out works to the safety barrier and be completed within **48 hours** if a potential risk to the life and safety of persons has been identified.

Please note, you are required to arrange a compliance inspection and lodge a Certificate of Pool and Spa Barrier Compliance for your pool/spa every **4 years** from the date the first certificate was lodged.

Should you require further information or clarification, please contact Building Services on 1300 002 642.

Yours sincerely,



Hans Tracksdorf
Municipal Building Surveyor

Robert Vuk
Building Surveying

FORM 23
Regulations 147Y(4), 147ZB(2)
Building Act 1993
Building Regulations 2018
CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Issued to:
Name of owner of the land (the ***property***) on which the swimming pool or spa is located: [redacted]
Postal address: **420 Olympic Parade Maiden Gully Vic 3551 Australia**
Telephone number: **0408037044**
Email address: **shaun.makepeace@bendigoadelaide.com.au**

Property details:
Number **420** Street **Olympic Parade** Suburb **MAIDEN GULLY** Postcode **3551**
Municipal District **City of Greater Bendigo**

Type of swimming pool or spa:

Permanent swimming pool ☒

Date of construction of the swimming pool or spa: **31/05/2024**

Applicable barrier standard:
AS1926.1 – 2012

The applicable barrier standard applies under:
- relevant deemed to satisfy provisions of the BCA ☒

Date(s) of inspection(s) of the swimming pool or spa barrier: **30/05/2024**

Certification of compliance
Following inspection of the swimming pool barrier on the date(s) referred to in this certificate, I certify that the barrier complies with the applicable barrier standard.

I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Inspector details

Name:	**Attilio Roberto Vuk**
Address:	**PO BOX 314, MOAMA NSW 2731**
Email:	**r.vuk@outlook.com**
Building practitioner registration no.:	**IN-U 37153**
Date of certificate:	**31/05/2024**
Signature:	

City of Greater Bendigo

Land Information Certificate

Your Reference: 79568852-015-4-93702

Certificate Number: 141466

Assessment Number: 208505 8 **Issue Date: 09-Feb-2026**

This Certificate is issued under Section 229 of the Local Government Act 1989. The Rates & Charges for the year ending 30 June 2026 became payable on 1 July 2025. Overdue rates attract interest at the rate of 10.0% per annum. In accordance with Section 175(1) of the Local Government Act 1989, all outstanding rates and charges must be paid by the purchaser when that person becomes the owner of the land. Refer to this Certificate for Prescribed, general and other information.

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Property and Valuation Details	
Property Address	420 Olympic Parade, MAIDEN GULLY 3551
Parcel Details	Lot 2 PS 807962Q
Site Value	$335,000
Capital Improved Value	$900,000
Net Annual Value	$45,000
Basis of Valuation	Capital Improved Value
Level of Valuation Date	01-Jan-2025
Valuation Operative Date	01-Jul-2025
AVPCC	110.3 - Detached Dwelling (existing)

Rates and Charges	Current Amount Levied
General Rates	$2,655.50
Garbage Charge	$461.00
Emergency Services and Volunteer Fund	$291.70
Total Levied	**$3,408.20**
Arrears Outstanding	$0.00
Current Legal Costs Outstanding	0.00
Arrears Legal Costs Outstanding	0.00
Interest to Date	$0.00
Total Outstanding	**$1,705.35**

Other Property Debt	$0.00

Total Outstanding for Property: $1,705.35

Biller Code: 268813
Ref: 2085058

Katelyn Stone
Coordinator of Rates & Valuations

To obtain an updated balance, please contact the Rates Team directly on 03 5434 6262.
Notices of Acquisitions can be forwarded to acquisitions@bendigo.vic.gov.au

Prescribed information

This Certificate provides information regarding valuation, rates, charges, other moneys owing, and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council.

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

General information

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

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

There are no monies owed, other than any which may be shown on the front of this certificate, under Section 119 of the Act.

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

Confirmation of the existence of any Housing Act 1983 Orders can be made by contacting Environmental Health & Local Laws at the City of Greater Bendigo, PO Box 733, Bendigo 3552, Telephone 1300 002 642.
There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.
There is not any environmental upgrade charge in relation to the land which is owed under Section 181C of the Local Government Act 1989.

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

Rates and charges

Rates and Charges for financial year ending 30 June 2026. All Rates and Charges due by four (4) instalments due 30 September 2025, 01 December 2025, 02 March 2026 and 01 June 2026.
Interest will be charged on payments received after the due dates at the rate of 10.0% p.a. This applies to both full payment and instalments.

Other information

This certificate is valid for 90 days from the date of issue. Amounts outstanding may vary if payments/adjustments are made after the issue date. It is the responsibility of the applicant to obtain an update prior to settlement.

After the issue of this certificate, Council may be prepared to provide a verbal update of the information to the applicant about the matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Updates will only be provided to the applicant.

Please note

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

Coliban WATER

ABN 96 549 082 360

TAX INVOICE

[redacted]
420 Olympic Pde
MAIDEN GULLY VIC 3551

Service Address: Lot 2 422 Olympic Parade Maiden Gully Vic 3551
Classification: Household

Opening Balance	**CR $254.80**
Total Payment Received up to 18 January 2026	CR $875.00
Balance	**CR $1,129.80**
Current Charges	
Water Service Fee	$72.37
Water Consumption	$823.31
Sewerage Service Fee	$217.51
Total (Excl GST)	**$1,113.19**
GST	$0.00
Total (Incl GST)	**$1,113.19**
Total (Account is in Credit)	**CR $16.61**

1300 363 200
www.coliban.com.au

Date of Issue: 19 January 2026

Next Scheduled Reading: 18 April 2026

Customer Number
C-00116917

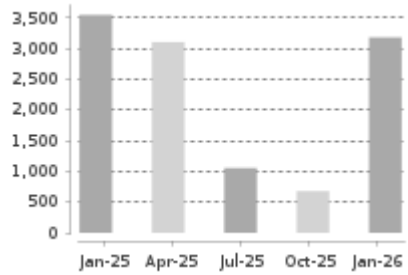
Invoice Number
INV-0003061282

Amount Due
CR $16.61

Account in Credit
No Payment Required

See over the page for payment options
Concession has not been applied (refer over for eligibility).

Average daily usage in litres



Av. Daily Use:3179 L/day
Av. Daily Cost: $11.72

Click for information on the Victorian Government's *Target Your Water Use* program.

Please contact us on 1300 363 200 if you have a concern about your sewer or water service. If we are unable to resolve your concern you can contact the Energy and Water Ombudsman (Victoria) on freecall 1800 500 509. Please refer to www.ewov.com.au for more information.

Coliban Water Invoice Details

WATER CONSUMPTION FEE

Service Number	Meter Number	Previous Date	Previous Reading	Current Date	Current Reading
SP-000089227	21w014630	15-10-2025	1013	17-01-2026	1315
	From Date	To Date	Consumption (Kilolitres)	Rate per kL	Amount
	15-10-2025	17-01-2026	302.00	$ 2.7262	$823.31

WATER SERVICE FEE

Service Number	Size	Date From	Date To	Days	Rate per day	Amount
SP-000089227	20mm	15-10-2025	17-01-2026	95	$ 0.7618	$72.37

SEWERAGE SERVICE FEE

Service Number	Date From	Date To	Days	Rate per day	Amount
SP-000089227	15-10-2025	17-01-2026	95	$ 2.2896	$217.51

Receive your bill electronically: You can now receive your bill electronically using BPAY View.
For more information on how to pay using BPAY View or BPOINT, visit our website.

Change of Address: If your postal address has changed, please contact us within 14 days.

Concessions: If you think you may be eligible for a concession please contact us:
Centrelink Pension, Healthcare Card and Department of Veteran Affairs Gold Cards may be eligible.
In contacting us, you can authorise us to confirm your eligibility with Centrelink or DVA.
If you consent, this consent is ongoing until you contact us to revoke it.

Payment Difficulties: Please contact us about a payment arrangement or to discuss rebates and concessions.

Interpreter Service: If you are hearing or speech impaired or need an interpreter call Telephone Interpreter Service (TIS) on 13 14 50.

E = Estimated Reading

Estimated Reading: If you see an E beside your consumption fee, it means we've used an *estimated reading* to calculate the amount due. An *estimated reading* is used when we've been unable to access your meter. This may result in unbilled charges that we may recoup at a future date when an *actual reading* is obtained.
Want to check? You can send your contact details and a photograph of your current water meter reading to coliban@coliban.com.au or call us on **1300 363 200**, and we can complete a comparison or issue an adjusted bill at your request.

Interest Charges

Interest Charges If you have a balance owing past your payment due date, we reserve the right to apply interest (currently 5.7% p.a.) as permitted under our Customer Charters.
Interest will be applied in arrears for balances outstanding past the due date.

Interest will NOT be applied where you are in our Coliban Assist Plan, receiving a concession entitlement or on an agreed payment arrangement or bill smoothing program with Coliban Water.

HOW TO PAY

Direct Debit: Fill out an online form on our website or contact us.

BPAY/BPAY View: Contact your financial institution to pay from your savings or credit account.
Biller Code: 39156
Ref: 1000 0011 6917 1

Credit Card/Internet: Using BPoint www.bpoint.com.au,
phone 1300 276 468 or 1300 BPOINT.
Biller Code: 39156
Account Number / Ref: 1000 0011 6917 1

In Person: Australia Post outlets.

Centrepay: Contact Centrelink or Coliban Water to arrange regular deductions from your Centrelink payment.
Centrepay Reference Number: **555 057 363A**
Account Reference ID: **1000 0011 6917 1**

VICTORIA State Government

PAYMENT SLIP

Customer Number
C-00116917

Payment Reference Number
1000 0011 6917 1

Amount Due
CR $16.61

Account in Credit
No Payment Required

Amount Being Paid

DATED 2026

[redacted]

VENDOR'S STATEMENT

Property

420 Olympic Parade, Maiden Gully

BECK LEGAL
Solicitors
177 View Street
BENDIGO VIC 3550

Tel: 03 5445 3333
Fax: 03 5445 3355
Ref: DBO:646052-4