PETERSEN WESTBROOK CAMERON

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	2 Claire Court, Kennington 3550	
Vendor's name	Jason Robert Wescott	**Date** / /
Vendor's signature	Jason Robert Wescott Jason Robert Wescott (Nov 10, 2026 10:50:08 GMT+11)	10/11/2026
Vendor's name	Kylie Ann Wescott	**Date** / /
Vendor's signature	Kylie Ann Wescott Kylie Ann Wescott (Nov 9, 2026 11:00:55 GMT+11)	09/11/2026
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:	$7,000.00

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.

1.5 **Land subject to Tax Reform Scheme**

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110.3
(b) Is the land tax reform scheme land within the meaning of the CIPT Act ?	No
(c) If the land is tax reform scheme within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Not applicable

AVPCC* means the Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024.

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title documents.

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

Nil

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

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

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. BUILDING PERMITS

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

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 **Staged Subdivision**

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

Not Applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

☐ Vacant Residential Land or Land with a Residence

☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

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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 12361 FOLIO 350 Security no : 124137305327H
Produced 05/08/2026 02:39 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 839406S.
PARENT TITLE Volume 08204 Folio 268
Created by instrument PS839406S 03/03/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KYLIE ANN WESCOTT
JASON ROBERT WESCOTT both of 68 LILY STREET EAST BENDIGO VIC 3550
PS839406S 03/03/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW962384X 22/06/2023
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AU801812X 13/09/2021

DIAGRAM LOCATION

SEE PS839406S 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: 2 CLAIRE COURT KENNINGTON VIC 3550

ADMINISTRATIVE NOTICES

NIL

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Effective from 22/06/2023

DOCUMENT END

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Document Assembled	**05/08/2026 14:39**

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PLAN OF SUBDIVISION

EDITION 1

PS 839406 S

Location of Land

PARISH: SANDHURST
TOWNSHIP:
SECTION:
CROWN ALLOTMENT: 131(PART)
CROWN PORTION:
TITLE REFERENCE:
Vol 08204 Fol 268

LAST PLAN REFERENCE: TP707223B (Lots 1 & 2)

POSTAL ADDRESS: 161 St AIDENS ROAD
(at time of subdivision) KENNINGTON 3550

MGA94 CO-ORDINATES: E: 259300 ZONE: 55
(Of approx. centre of land in plan) N: 5927840 GDA94

Council Name: Greater Bendigo City Council

Council Reference Number: SC/177/2021/1
Planning Permit Reference: DS/177/2021
SPEAR Reference Number: S174648A

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 02/09/2021

Statement of Compliance issued: 08/02/2022

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION: NIL

SURVEY:
This plan is based on survey.

STAGING:
This plan is not a staged subdivision.
Planning Permit No. DS/177/2021

This survey has been connected to permanent marks No(s). 1166, 1325, 2038.

In Proclaimed Survey Area No. 34.

NOTATIONS

EASEMENT INFORMATION

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

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

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

SURVEYORS FILE REF: 7096/21

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 2 SHEETS

Digitally signed by: Geoffrey Shaw, Licensed Surveyor, Surveyor's Plan Version (1), 05/05/2021, SPEAR Ref: S174648A

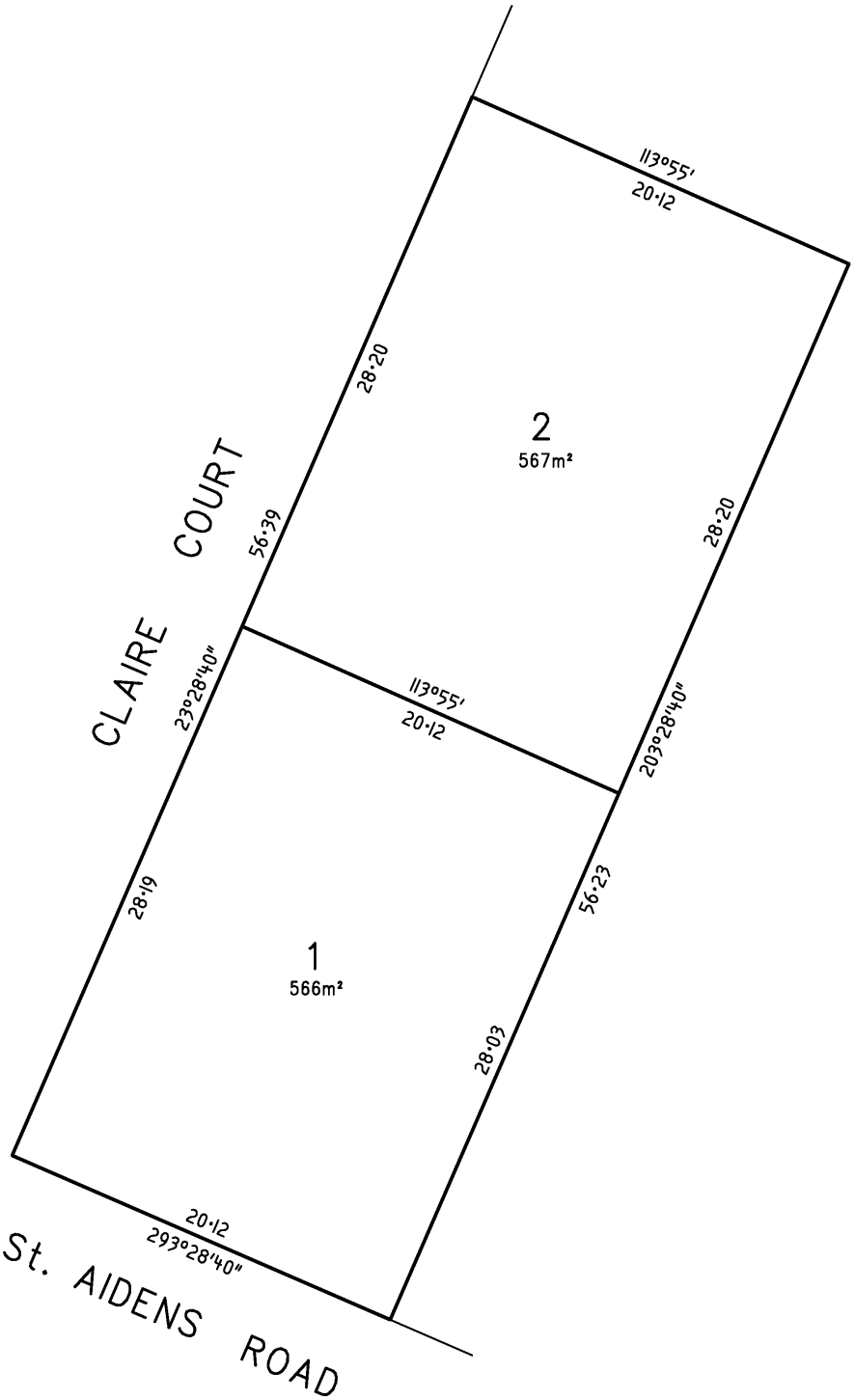
PLAN REGISTERED
TIME: 3:11 pm DATE: 03 / 03 / 2022
IT
Assistant Registrar of Titles

Amended by: Geoffrey Shaw, Licensed Surveyor 03/03/2022.

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PS 839406 S

MGA94
ZONE 55



SHAW LAND SURVEYS CONSULTING LAND SURVEYORS 8 HOPETOUN STREET BENDIGO 3550 PH 03 54430320	SCALE 1:250	2 0 2 4 6 8 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 / SHEET 2 OF 2 SHEETS
	Digitally signed by: Geoffrey Shaw, Licensed Surveyor, Surveyor's Plan Version (1), 05/05/2021, SPEAR Ref: S174648A		Digitally signed by: Greater Bendigo City Council, 02/09/2021, SPEAR Ref: S174648A

Amended by: Geoffrey Shaw, Licensed Surveyor 03/03/2022.

Department of Transport and Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	AU801812X
Date and Time Lodged	13/09/2021 02:47:18 PM		

Lodger Details

Lodger Code	16984L
Name	BECK LEGAL
Address	
Lodger Box	
Phone	
Email	
Reference	CCO:152318-2298

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
8204/268

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:152318-2298
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	13 SEPTEMBER 2021

File Notes:
NIL

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

Statement End.

Reference :CCO:152318-2298
Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

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becklegal
Solicitors

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

AU801...

BETWEEN

GREATER BENDIGO CITY COUNCIL

and

KYLIE ANN WESCOTT and JASON ROBERT WESCOTT

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

Phone 03 5445 3333
Fax 03 5445 3355

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

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THIS AGREEMENT is made the 18 day of August 2021

PARTIES:

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

(Council)

AND

KYLIE ANN WESCOTT and **JASON ROBERT WESCOTT** both of 161 St Aidans Road, Kennington in the State of Victoria

(the Owner)

BACKGROUND:

A. The Owner is the registered proprietor of the Land.

B. Council is the Responsible Authority for the administration and enforcement of the Act for the Scheme.

C. The Land is within the municipality of Council and affected by the Scheme.

D. On 8 April 2021 Council issued the Planning Permit which permits a two lot subdivision.

E. Condition 7 of the Planning Permit provides:

"SECTION 173 AGREEMENT
Prior to the issue of statement of compliance, the applicant/owner must enter into an agreement under section 173 of the Planning and environment Act 1987. Such agreement must covenant that:
(a) The owner will maintain each on-site stormwater detention system and/or water quality treatment system and not modify without prior written approval from the responsible authority.
(b) The owner shall allow duly authorised officers of the responsible authority to inspect the system at mutually agreed times.
(c) The owner will pay for all costs associated with the construction and maintenance of the system."

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 7 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.

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1. DEFINITIONS

In this Agreement:

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

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

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

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

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

Land means all that piece of land being Lots 1 and 2 on Title Plan 707223B being the whole of the land described in Certificate of Title Volume 08204 Folio 268.

Mortgagee means the Heritage Bank Ltd registered by the Registrar of Titles as Mortgagee of the Land pursuant to mortgage AT835920M.

Planning Permit means planning permit DS/177/2021 a copy of which can be inspected from Council Offices upon appointment.

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

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

2. INTERPRETATION

The parties agree and acknowledge that in this Agreement:

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

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

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

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

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

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

3. COMMENCEMENT

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

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4. TERMINATION OF AGREEMENT

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

5. OWNER'S COVENANTS

5.1 Specific Obligations on the Owner

5.1.1 The Owner agrees to complete the on-site stormwater detention system and/or water quality treatment system prior to connection to Council's drainage system.

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

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

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

5.2 Further Obligations on the Owner

5.2.1 Covenants run with the Land

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

5.2.2 Successors in title

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

5.2.3 Further assurance

The Owner agrees to do all that is necessary to enable Council to make an application to the Registrar of Titles to make a recording of this Agreement

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on the Certificate of Title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgement or other document which relates to the Land.

5.2.4 Payment of Council's costs

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

5.2.5 Mortgagee to be bound

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

5.2.6 Indemnity

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

5.2.7 Non-compliance

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

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

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

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

And the Owner agrees;

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

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

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

5.3 **Council access**

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

5.4 **Owner's warranty**

The Owner warrants and covenants that:

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

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

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

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

6. GENERAL

6.1 **Council's powers not restricted**

This Agreement does not fetter or restrict Council's power or discretion in respect of any of Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the 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.

6.2 **Time of the essence**

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

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6.3 **Governing law and jurisdiction**

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

6.4 **Enforcement and severability**

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

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

7. NOTICES

7.1 **Service of notice**

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

7.1.1 by delivering it personally to that party;

7.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

7.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party or by hand delivery or prepaid post.

7.2 **Time of service**

A notice or other communication is deemed served

7.2.1 if delivered, on the next following business day;

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

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

AU818421

Delivered by LANDATA®, timestamp 05/08/2026 14:39 Page 8 of 10

MORTGAGEES' CONSENT

Heritage Bank Ltd as Mortgagee under registered Mortgage AT835920M, 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.

AU801812X

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Heritage Bank

Lending Operations Department
400 Ruthven Street (PO Box 190), Toowoomba Q 4350

Phone – 07 4694 9160
Fax – 07 4694 9108

People first.

23 AUG 2021

Beck Legal
Attention: Carol Cockerell
Po Box 628
Bendigo Vic 3552

Dear Sir or Madam:

Account Name	**JASON ROBERT WESCOTT** **KYLIE ANN WESCOTT**
Account Number	**15080315L35**
Property situated	**161 ST AIDANS RD KENNINGTON VIC 3550**

Heritage Bank consents to registration of the Plan of Subdivision & the Section 173 Agreement as submitted.

Consent has been granted in PEXA under dealing number AU775668S.

If you have any further queries please don't hesitate to contact the Credit Security Variations Team at credit.securityvariations@heritage.com.au

Regards,

Lending Operations Department
Heritage Bank

AU801812X

Delivered by LANDATA®, timestamp 05/08/2026 14:39 Page 10 of 10

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

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

.....

Chief Executive Officer 8 September 2021

Full name: Craig William Niemann

Usual Address: Lyttleton Terrace Bendigo

GREATER BENDIGO CITY COUNCIL INCORPORATED 1-4-1934 THE COMMON SEAL OF

SIGNED SEALED AND DELIVERED by the said **KYLIE ANN WESCOTT** in the presence of:)
)
)

)..... Kylie Ann Wescott

Witness.....

SIGNED SEALED AND DELIVERED by the said **JASON ROBERT WESCOTT** in the presence of:)
)
)

)..... Jason Robert Wescott

Witness.....

Print full name...SUSAN RAMSAY

AU801812X

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 05 August 2026 02:40 PM

PROPERTY DETAILS

Address:	**2 CLAIRE COURT KENNINGTON 3550**
Lot and Plan Number:	**Lot 2 PS839406**
Standard Parcel Identifier (SPI):	**2\PS839406**
Local Government Area (Council):	**GREATER BENDIGO** www.bendigo.vic.gov.au
Council Property Number:	**257294**
Planning Scheme:	**Greater Bendigo** Planning Scheme - Greater Bendigo
Directory Reference:	**Vicroads 608 C7**

UTILITIES

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

STATE ELECTORATES

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

OTHER

Registered Aboriginal Party:	**Dja Dja Wurrung Clans Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria & Country Fire Authority**

View location in VicPlan

Planning Zones

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



GRZ - General Residential
TRZ3 - Significant Municipal Road

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

Planning Overlays

No planning overlay found

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 30 July 2026.

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 abut 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.vic.gov.au/vicplan/

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

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 Bushfire Prone Areas

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 Victoria 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 Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

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PROPERTY REPORT

Energy, Environment and Climate Action

Created at 05 August 2026 02:40 PM

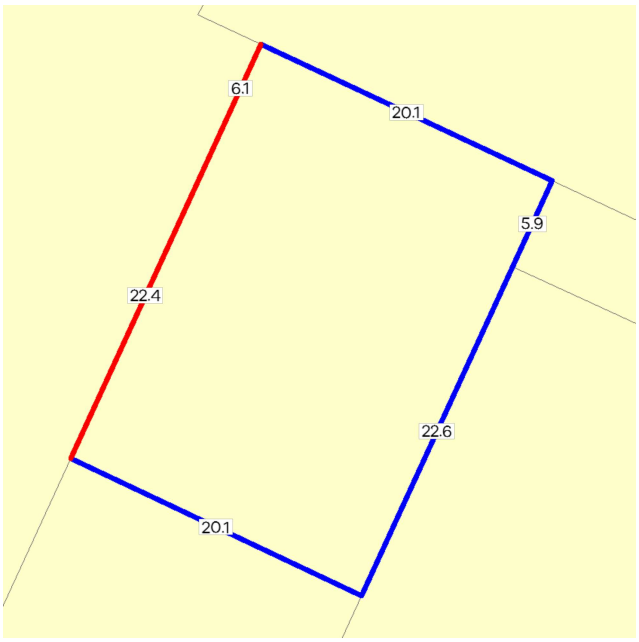
PROPERTY DETAILS

Address:	**2 CLAIRE COURT KENNINGTON 3550**
Lot and Plan Number:	**Lot 2 PS839406**
Standard Parcel Identifier (SPI):	**2\PS839406**
Local Government Area (Council):	**GREATER BENDIGO**
Council Property Number:	**257294**
Directory Reference:	**Vicroads 608 C7**

www.bendigo.vic.gov.au

SITE DIMENSIONS

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



Area: 574 sq. m
Perimeter: 97 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:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

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

PLANNING 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

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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HISTORIC MINING ACTIVITY
Form No. 692

05 August, 2026

Property Information:

Address: 2 CLAIRE COURT KENNINGTON 3550

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)

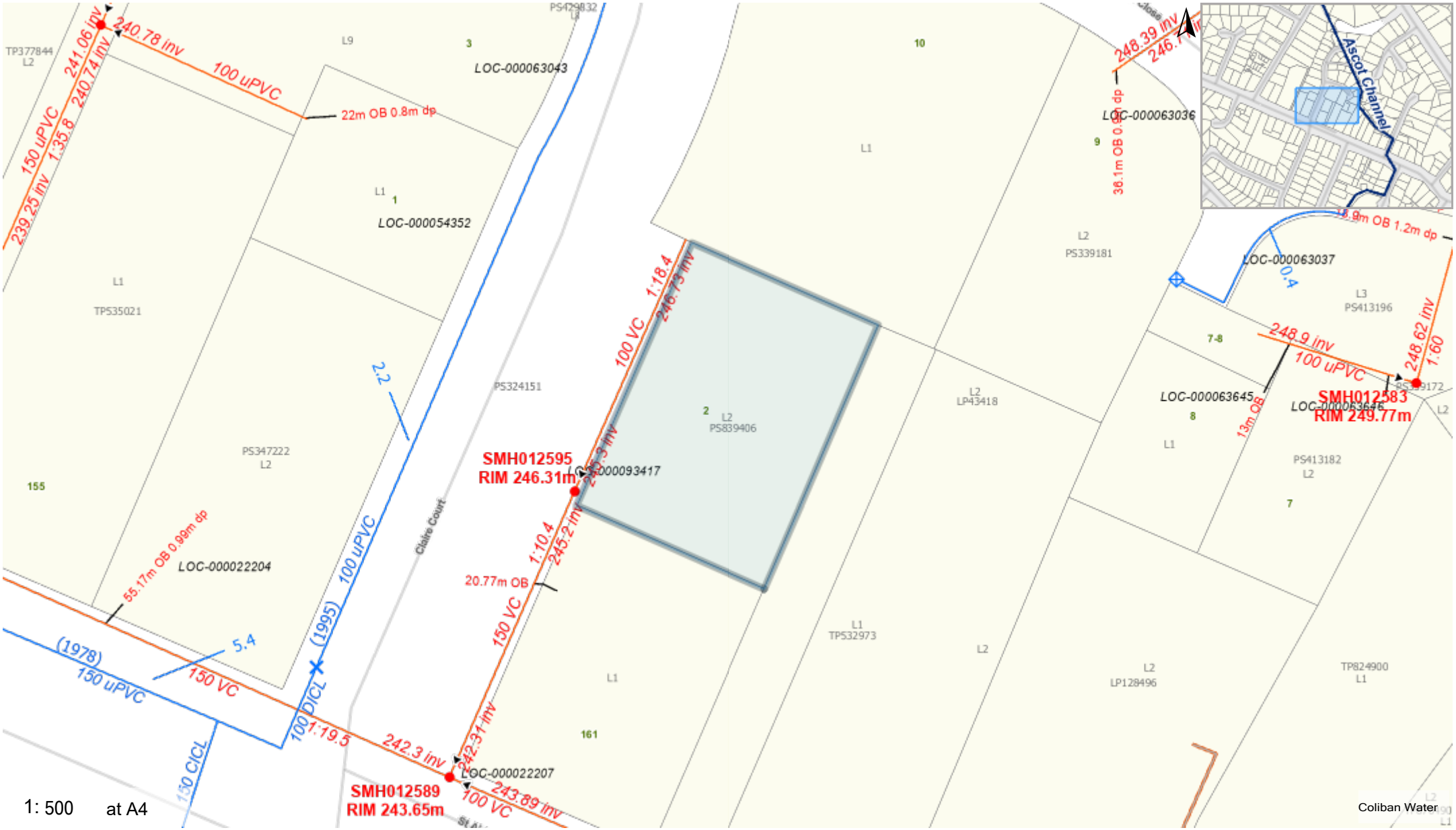
NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons 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

2 CLAIRE COURT KENNINGTON 3550

Date: 05/08/26



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City of Greater Bendigo
PO Box 733, Bendigo VIC 3552
ABN 74 149 638 164

CITY OF GREATER BENDIGO

Rate supplementary notice

This notice replaces any previous notice you received during the 2026/2027 financial year.

Tax invoice

Assessment no. **207931 7**

Date of issue **20 October 2026**

Internal use only

J R Wescott and K A Wescott
68 Lily St
BENDIGO VIC 3550

Rate enquiries
www.bendigo.vic.gov.au/rates
rates@bendigo.vic.gov.au
1300 002 642

Register to receive notices via email.
Visit **erates.bendigo.vic.gov.au**

Reason	Transfer of allotment - now rated separately
Property	2 Claire Court, KENNINGTON 3550
Property owner	J R Wescott and K A Wescott
Legal description	Lot 2 PS 839406S
Valued as at	07 July 2026
AVPCC	110.3
No. of effective days	359
Total GST	$0
ESVF Classification	Residential

	OLD	NEW
Capital Improved Value	$0	$1,290,000
Site Value	$0	$300,000
Net Annual Value	$0	$64,500

Council Rates and Charges	Charges	Rateable value	Amount
Transfer from/to Assessment			-$582.04
General Rate	0.00292527	1,290,000	$3,711.55
Supply of Kerbside Bin	$123.50	3	$370.50
Bins and Waste Services Charge 240L bin	$652.00	1	$641.25

Includes payment received by 09/10/26

Emergency Services and Volunteer Fund	Charges	Rateable value	Amount
ESVF - Residential		(0.000173 x $1,290,000)	$356.20

The Emergency Services and Volunteers Fund is collected on behalf of the Victorian Government. It does not form part of the City's revenue.

Total **$4,497.46**

Pay by instalment

1st instalment	2nd instalment	3rd instalment	4th instalment
$0.00	$1,109.96	$1,692.00	$1,695.50
Due: 30/09/2026	Due: 30/11/2026	Due: 01/03/2027	Due: 31/05/2027

Are you having trouble paying?
We can help you, please get in touch with our Rates team to discuss your options.

BPAY Biller code: 1933 Ref: 2079317

BPOINT Biller code: 1933 Ref: 2079317

Mobile & Internet Banking – BPAY®
Make this payment from your preferred bank account.
®Registered to BPAY Pty Ltd ABN 69 079 137 518

POST billpay Total Rate *360 002079317
Biller code: 0360 Ref: 2079 317
Pay in store at Australia Post, phone 13 18 16 or go to www.postbillpay.com.au

050127-000155-002-002-000186-96436

VIC CENTRAL
BUILDING SURVEYING
T: 03 5441 1730
E:info@viccentral.com.au
W:www.viccentral.com.au
A: Suite 5, 172-176 McIvor Road Strathdale, Vic, 3550

Application Number: BLD20255016

FORM 2

Regulation 37(1)

Building Act 1993
Building Regulations 2018

Building Permit No. BS-U 42207/1709412765827 21 May 2025

Issue to

Agent of Owner **Jason Wescott Builder Pty Ltd**
ACN/ARBN **142 260 517**
Postal Address **74 Powells Avenue East Bendigo** Postcode **3550**
Email **admin@jasonwescott.com.au**
Address for serving or giving of documents: **74 Powells Avenue East Bendigo** Postcode **3550**
Contact Person **Jason Wescott** Telephone **03 5443 8747**

Ownership Details

Owner **Jason Robert & Kylie Ann Wescott**
Postal Address **68 Lily Street Bendigo** Postcode **3550**
Email **jason@jasonwescott.com.au**
Contact Person **Jason Robert & Kylie Ann Wescott** Telephone **0407 235 313**

Property Details

Number **2** Street/Road **Claire Court** Suburb **Kennington** Postcode **3550**
Lot/s **2** LP/PS **839406S** Volume **12361** Folio **350**
Crown allotment Section No Parish County
Municipal District **City of Greater Bendigo**

Builder

Name **Jason Wescott Builder Pty Ltd** Telephone **03 5443 8747**
ACN/ARBN **142 260 517**
Reg. No. **CDB-U 48500**
Address **74 Powells Avenue East Bendigo** Postcode **3550**

This builder is specified under section 24B (4) of the Building Act 1993 for the building work to be carried out under this permit.

Natural person for services of directions, notices and orders
Name **Jason Wescott** Telephone **03 5443 8747**
Postal Address **74 Powells Avenue East Bendigo** Postcode **3550**

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Jason Wescott Builder Pty Ltd	Domestic Builder - Unlimited	CDB-U 48500

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

Name	Category/class	Registration Number
Edwin Hammink	Professional Engineer - Civil	PE0001923
John Grewer	Professional Engineer - Civil	PE0000626

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is:	Insurance policy number	Insurance policy date	Insurance policy cover
VMIA	**C966502**	**12/05/2025**	**$750,000.00**

Name of the Builder on insurance document	**Jason Wescott Builder Pty Ltd**

Details of Relevant Planning Permit N/A

Nature of Building Work
Proposed Two Storey Dwelling, Garage and Retaining Walls
Does the building work relate to a small second dwelling? **No**
Storeys contains: **2**
Version of BCA applicable to permit: **2022 Vol. 2**
Cost of Building Work: **$750,000.00**
Total floor area of new building work in m^2: **384**

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: **Whole** Class: **1a(a)**
Part of Building: **Garage** Class: **10a**
Part of Building: **Retaining Walls** Class: **10b**

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

Reporting Authority	Matter Reported On Or Consented To	Regulation
City of Greater Bendigo	Point of Discharge of Storm Water - Reg 133(2)	133(2)
City of Greater Bendigo	Building Design not Complying with Reg. 85 (Daylight to Habitable Room Windows) - Reg. 85(3)	85(3)
City of Greater Bendigo	Side or Rear Boundary Setbacks not Complying with Reg. 79 - Reg. 79(6)	79(6)
City of Greater Bendigo	Setback From a Street Alignment not Complying with Reg. 74 - Reg. 74(4)	74(4)

Protection Work
Protection work is required in relation to the building work proposed in this permit.

Inspection Requirements
The mandatory inspection notification stages are:
1. Footings Inspection (Retaining Wall)
2. Footings Inspection (Piers & Strip Footings)
3. Steel Reinforcement Inspection
4. Frame Inspection
5. Final Inpsection

All inspections must be booked directly with our office, approximately 24 hours prior to the inspection.

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 for the Whole of the building in relation to which the building work is carried out.

Commencement and Completion
This building work must commence by 21 May 2026

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 21 May 2027

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.

Relevant Building Surveyor
Name: **Adrian Sharman**
Address: **Suite 5, 172-176 McIvor Road Strathdale, Vic, 3550**
Email**: info@viccentral.com.au**
Building practitioner registration no.: **BS-U 42207**
Municipal district: **City of Greater Bendigo**
Permit no.:**BS-U 42207/1709412765827** Date of issue of permit: **21 May 2025**



Annexures 'A'
Conditions of Approval
Building Permit No. BS-U 42207/1709412765827 Issued 21 May 2025

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 2022, Housing Provisions 2022 and 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 are responsible to obtain any other relevant permits or consents prior to commencing work.
2. Self-contained Smoke Alarms must be installed in a Class 1 Building, on or near the ceiling in any storey containing bedrooms, in accordance with NCC Volume 2, H3D6 and Housing Provisions Part 9.5.
3. Gutters and Downpipes must be installed in accordance with NCC Volume 2, H2D6 and/or Housing Provisions Part 7.4, and shall be directed to an underground drainage system discharging to a legal point to the satisfaction of the Building Surveyor and/or local authority.
4. All construction shall meet the Performance Provisions of Part H1 of the National Construction Code Volume 2, 2022.
5. The Wind conditions of this site has been classified as N1. All timber framing is to be constructed in accordance with AS 1684.2 for this wind speed.
6. The building is in a designated area that as likely to be subject to attack by termites and shall be protected in accordance with NCC Volume 2, H1D3 and/or Housing Provisions Part 3.4. The owner is responsible to monitor and maintain future termite activity.
7. The door to the sanitary compartment must: (a) open outwards; or (b) slide; or (c) be readily removable from the outside of the compartment, unless there is a clear space of at least 1200 mm between the closet pan and the nearest part of the doorway, in accordance with NCC Volume 2, H4D5 and/or Housing Provisions Part 10.4.
8. Prior to booking for a frame inspection, all relevant framing documentation including Truss & wall design, computations & certification, must be submitted to this office for assessment by the RBS.
9. Footings are to be founded to depth where a minimum of 100 kPa bearing capacity is achieved.
   Where service pipes exist the adjacent footings shall be founded at a minimum depth of 100 mm below the angle of repose taken from 100 mm below the edge of the trench.
10. Surface water drainage must be diverted away from the building in accordance with the requirements of NCC Volume 2, H2D2 and/or Housing Provisions Part 3.3.
11. All stormwater must be directed to the approved Legal Point of Discharge as determined by relevant authority.
12. Thermal insulation to be in accordance with the energy report and NCC Volume 2, Part H6, Specification 42 and/or Housing Provisions Part 13.
13. Glazing to be in acc. with AS 1288 & AS 2047 and in acc. with Human Impact Safety Requirements, in acc. with NCC Volume 2, H1D8 & H2D7 and/or Housing Provisions 8.3.1.
14. Stairs, Landings, Ramps, Barriers & Handrails to be in acc. with NCC Volume 2, H5D2 & H5D3 and/or Housing Provision Part 11.2 & 11.3.
15. All Wet areas to be constructed in accordance with NCC Volume 2, H4D2 and AS 3740 or Housing Provisions Part 10.2.
16. An exhaust system installed in a kitchen, bathroom, sanitary compartment or laundry must have a minimum flow rate of: (i)25 L/s for a bathroom or sanitary compartment; and (ii)40 L/s for a kitchen or laundry.
    (b)Exhaust from a bathroom, sanitary compartment, or laundry must be discharged—(i)directly or via a shaft or duct to outdoor air; or (ii)to a roof space that is ventilated in accordance with NCC Volume 2, H4D9 and/or Housing Provisions Part 10.8.
    An exhaust fan must be fitted with a sealing device such as a self-closing damper, filter or the like when serving - (a)a conditioned space; or (b)a habitable room in climate zones 4, 5, 6, 7 and 8. An exhaust fan is considered to be adequately sealed if it is fitted with a filter such as the type commonly used in kitchen range hoods.

17. In accordance with NCC Volume 2, Part H6, Specification 42 and Housing Provisions Part 13, the lamp power density or illumination power density of artificial lighting, excluding heaters that emit light, must not exceed the allowance of—
    (i)5 W/m2 in a Class 1 building; and
    (ii)4 W/m2 on a verandah, balcony or the like attached to a Class 1 building; and
    (iii)3 W/m2 in a Class 10a building associated with a Class 1 building.
18. All fully glazed doors, side lights and windows require marking or banding, in accordance with NCC Volume 2, H1D8 & H2D7 and/or Housing Provisions 8.4.7 & 8.4.8.
19. Masonry to be constructed in accordance with AS 3700 or AS 4773.1 & AS 4773.2
20. The person in charge of the building work on a building site must display a sign indicating the names, registered numbers and contact details of the builder and building surveyor as well as the building permit number and date of issue.
21. All timber framing to comply with AS 1684.2 – Residential-framed construction.
22. Domestic Building Insurance applies in relation to building work approved by this permit.
23. Sanitary facilities for workmen shall be provided on every construction site for the duration of the project in accordance with the Occupational Health and Safety Act.
24. The owner and/or builder shall be responsible to define the boundaries of the allotment.
25. Not later than 2 months after the completion of any protection work carried out under Part 7 of the Building Act, the owner must serve on the adjoining owner and the relevant building surveyor a complete set of plans, drawings and specifications showing the protection work which has actually been carried out in respect of the adjoining property.
26. Upon completion of the building works, you are required to notify the VBA of the final cost of building works if the cost exceeds the original estimated cost of works as indicated on this Building Permit (as required under Building Act 1993 (Vic) s.205KA).

VIC CENTRAL
BUILDING SURVEYING

T: 03 5441 1730
E:info@viccentral.com.au
W:www.viccentral.com.au
A: Suite 5, 172-176 McIvor Road Strathdale, Vic, 3550

Project Number: BLD20255016

Form 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: **2**	Street/Road: **Claire Court**	Suburb: **Kennington**	Postcode: **3550**
Lot/s: **2**	LP/PS: **839406S**	Volume: **12361**	Folio: **350**
Crown: allotment	Section: No	Parish:	County:

Municipal District: **City of Greater Bendigo**

Building permit details

Building permit number: BS-U 42207/1709412765827
Version of BCA applicable to building permit: 2022 Vol. 2

Building Details

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

Part of building to which permit applies: Garage Permitted use: Garage BCA Class of building: 10a
Maximum permissible floor live load: 1.5 kpa

Part of building to which permit applies: Retaining Walls Permitted use: Retaining Walls BCA Class of building: 10b

Storeys contained 2

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	Relevant regulation no.
City of Greater Bendigo	Point of Discharge of Storm Water - Reg 133(2)	133(2)
City of Greater Bendigo	Building Design not Complying with Reg. 85 (Daylight to Habitable Room Windows) - Reg. 85(3)	85(3)
City of Greater Bendigo	Side or Rear Boundary Setbacks not Complying with Reg. 79 - Reg. 79(6)	79(6)
City of Greater Bendigo	Setback From a Street Alignment not Complying with Reg. 74 - Reg. 74(4)	74(4)

1. Other Conditions

2.1. Builder and/or Owner must ensure that, when completing concreting for driveway & foot paths and other landscaping works, the bottom riser height to the stairs adjacent to the dwelling entrance, must be consistent with the average riser height of the rest of the stairs.

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:	Adrian Sharman
Address:	Suite 5, 172-176 McIvor Road Strathdale, Vic, 3550
Email:	info@viccentral.com.au
Building practitioner registration no.:	BS-U 42207
Municipal district name:	City of Greater Bendigo
Occupancy Permit no.	BS-U 42207/1709412765827
Date of issue:	7 July 2026
Date of final inspection	3 July 2026
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

Kylie Ann Wescott, Jason Robert Wescott

68 Lily St
BENDIGO
VIC 3550

Policy Number:
C966502

Policy Inception Date:
12/05/2025

Builder Account Number:
008756

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:	**2 Claire Ct KENNINGTON VIC 3550 Australia**
Carried out by the builder:	**JASON WESCOTT BUILDER PTY LTD**
Builder ACN:	**142260517**

! 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):	**Kylie Ann Wescott, Jason Robert Wescott**
Pursuant to a domestic building contract dated:	**12/05/2025**
For the contract price of:	**$ 750,000.00**
Type of Cover:	**Cover is only provided if JASON WESCOTT BUILDER 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.

Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate and enter your policy number to check the details on this policy are correct.

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

Issued by Victorian Managed Insurance Authority

Date Generated:12/05/2025
OFFICE USE ONLY: COI-0717-1

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.

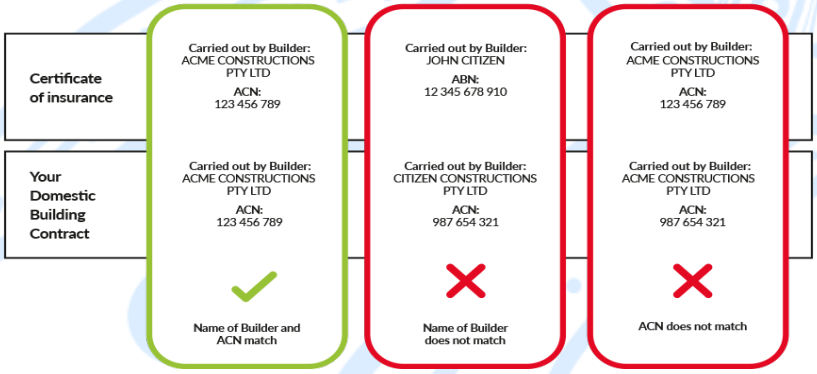
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$5,763.00**
GST:	**$576.30**
Stamp Duty:	**$570.54**
Total:	**$6,909.84**

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 examples of what to look for



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.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

Vendor Statement - updated_13

Final Audit Report 2026-11-09

Created:	2026-11-08
By:	Maddie Kelly (maddison@petersenwestbrook.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2p6D6L2WTVh1nHjP740NM9_I53NDRI-5

"Vendor Statement - updated_13" History

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2026-11-09 - 11:49:48 PM GMT

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