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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	26 STRATHMORE COURT, STRATHFIELDSAYE VIC 3551

Vendor's name	Joshua Ronald Saunders	Date / /
Vendor's signature	Signed by: Joshua Ronald Saunders 010C74384DCC4A7... _____	21/7/2026

Purchaser's name		Date / /
Purchaser's signature	_____	
Purchaser's name		Date / /
Purchaser's signature	_____	

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1. FINANCIAL MATTERS

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

(a) ☒ Are contained in the attached certificates.

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

Not Applicable

1.3 **Terms Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

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

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

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

☒ Is in the attached copies of title documents

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of 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")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	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.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

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.)

Is attached

13. ATTACHMENTS

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

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

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

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Copy of Title

Copy of Plan

Section 173 Agreement AJ410568G

Property Report

Planning Report

Planning Certificate

Mines Certificate

Land Information Certificate

Water Information Statement

Land Tax Certificate

Building Approval

Building Permit

Occupancy Permit

Builders Warranty Insurance

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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)

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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 12192 FOLIO 821 Security no : 124136529975G
Produced 14/07/2026 05:09 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 805681K.
PARENT TITLE Volume 11867 Folio 467
Created by instrument PS805681K 11/03/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JOSHUA RONALD SAUNDERS of 37 LOBB STREET NORTH BENDIGO VIC 3550
AT537822Y 21/08/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV975603Y 19/08/2022
WESTPAC BANKING CORPORATION

COVENANT PS805681K 11/03/2020

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

AGREEMENT Section 173 Planning and Environment Act 1987
AJ410568G 06/01/2012

DIAGRAM LOCATION

SEE PS805681K 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: 26 STRATHMORE COURT STRATHFIELDSAYE VIC 3551

ADMINISTRATIVE NOTICES

NIL

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eCT Control 16977H ST GEORGE BANK
Effective from 19/08/2022

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Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**14/07/2026 17:09**

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PLAN OF SUBDIVISION

EDITION 1

PS 805681 K

Location of Land

PARISH: STRATHFIELDSAYE
TOWNSHIP:
SECTION: 2
CROWN ALLOTMENT: 5(PART), 14B(PART)
CROWN PORTION:
TITLE REFERENCE:
Vol 11867 Fol 467

LAST PLAN REFERENCE: PS714863K (Lot 203)

POSTAL ADDRESS: GUYS HILL ROAD
(at time of subdivision) STRATHFIELDSAYE 3551

MGA94 CO-ORDINATES: E: 263080 ZONE: 55
(Of approx. centre of land in plan) N: 5922510 GDA94

Council Name: Greater Bendigo City Council

Council Reference Number: SC/89/2017/1
Planning Permit Reference: DS/89/2017
SPEAR Reference Number: S099384A

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 13/03/2019

Statement of Compliance issued: 19/02/2020

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	CITY OF GREATER BENDIGO

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

SURVEY:
This plan is based on survey.

STAGING:
This plan is not a staged subdivision.
Planning Permit No.

This survey has been connected to permanent marks No(s). 62, 84.

In Proclaimed Survey Area No.

NOTATIONS

CREATION OF RESTRICTION.
Upon registration of this plan the following restriction is to be created.
Land to be burdened: All lots on this plan.
Land to benefit: All lots on this plan.
Description of restriction:
No lot may utilize less than 25% of the total lot area for other than garden area. This minimum area cannot be varied except with the written consent of the responsible authority.

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG. SHEET 2	PS714863K	LOTS ON PS714863K AND THE CITY OF GREATER BENDIGO
E-2	DRAINAGE	2	THIS PLAN	LOTS ON THIS PLAN AND THE CITY OF GREATER BENDIGO

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

SURVEYORS FILE REF: 6641/17

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 2 SHEETS

Digitally signed by: Geoffrey Shaw, Licensed Surveyor, Surveyor's Plan Version (2), 11/10/2018, SPEAR Ref: S099384A

PLAN REGISTERED
TIME: 07:48 AM DATE: 11/03/2020
L.D.Rozario
Assistant Registrar of Titles

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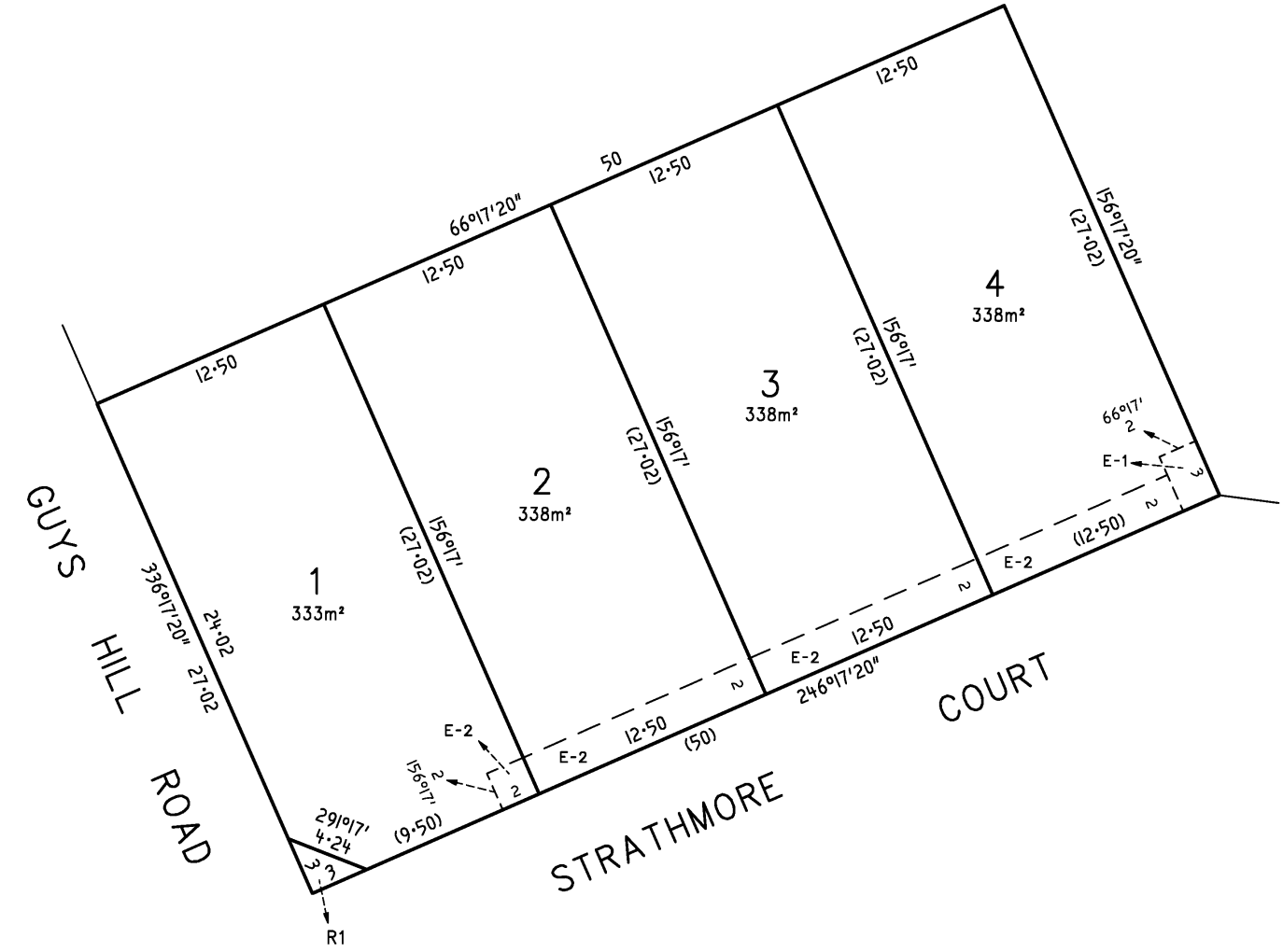
PS 805681 K

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 (2), 11/10/2018, SPEAR Ref: S099384A		Digitally signed by: Greater Bendigo City Council, 13/03/2019, SPEAR Ref: S099384A	

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06/01/2012 $107.50 173

Application by a responsible authority for the making of a recording of an agreement

Section 181 **Planning and Environment Act 1987**

Form 18

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

Lodged by:

Name: Russell Kennedy Solicitors

Phone: 03 9609 1555

Address: Level 12, 469 La Trobe Street, Melbourne 3000

Ref: IDP:120142-01956

Customer Code: 1513M

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

Land: *(insert Volume and Folio reference) (if part only, define the part)*

volume 11299 folios 563 and 564

Authority: *(name and address)*

Greater Bendigo City Council, Lyttleton Terrace, Bendigo 3550

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application.

Signature for the Authority: .....

Name of Officer: CRAIG NIGHAND

Date: 23/12/2011

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RUSSELL KENNEDY
MEMBER OF THE KENNEDY STRANG LEGAL GROUP

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06/01/2012 $107.50 173

GREATER BENDIGO CITY COUNCIL

and

ELLA PTY LTD

AGREEMENT MADE PURSUANT TO SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Property:
Lot D & Lot E on PS620340S
Strathfieldsaye

LEVEL 12
469 LA TROBE STREET
MELBOURNE VIC 3000

PO BOX 5146AA
MELBOURNE VIC 3001
DX 494 MELBOURNE

P. +61 3 9609 1555
F. +61 3 9609 1600

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06/01/2012 $107.50 173

THIS AGREEMENT is made on 22 DECEMBER 2011

PARTIES

1 **GREATER BENDIGO CITY COUNCIL**
of Lyttleton Terrace, Bendigo Victoria 3550
("**Council**")

2 **ELLA PTY LTD**
ABN 24 060 979 562
of 636 Mandarang South Road, Sedgwick Victoria 3551
("**Owner**")

RECITALS

A The Council is the responsible authority under the Act for the Scheme.

B The Owner is registered or is entitled to be registered as proprietor of the Land.

C The Permit authorises a residential subdivision at the Land which is being undertaken in stages.

D The Owner is seeking a Statement of Compliance for PS620341Q, being Stage 7 of the subdivision.

E The Council requires certain matters relating to drainage and landscaping to be done prior to a Statement of Compliance to be issued for the subdivision authorised by the Permit.

F Subject to this Agreement, the Council will allow a Statement of Compliance to be issued prior to the landscaping and drainage matters being completed.

G This Agreement has been entered into in order to:

- prohibit, restrict or regulate the use or development of the Land; and
- achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

H This Agreement is made under Division 2 of Part 9 of the Act.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

1.1 "**Act**" means the *Planning and Environment Act 1987*.

1.2 "**Agreement**" means this Agreement including the recitals and any annexures to this Agreement.

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

1.4 "**Cost Schedule**" means the document titled "Regent Park, Strathfieldsaye, Opinion of Probable Costs – Draft", dated 7 December 2011 (or any variation to

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that schedule subsequently agreed between the Council and the Owner in writing) a copy of which is attached to Annexure A to this Agreement.

1.5 "**Endorsed Plan**" means the plan endorsed on 7 August 2009, under the Permit.

1.6 "**Land**" means the land within the Scheme known and described as Lot D and Lot E on PS620340S, Strathfieldsaye, being the whole of the land more particularly described in certificates of title volume 11299 folios 563 and 564.

1.7 "**Landscape Plan**" means the Regent Park, Strathfieldsaye, Landscape Plan, Concept, prepared by the Council and dated December 2011, or any variation to that plan subsequently agreed between the Council and the Owner in writing. A copy of the Landscape Plan was provided to the Owner prior to it executing this Agreement.

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

1.9 "**Permit**" means planning permit DS/889/2001/A issued by the Council on 19 November 2001 authorising the development of the Land for "Subdivision in accordance with attached endorsed plans and tree removal on Tannery Lane for a left hand turning lane".

1.10 "**Reserve**" means the land shown as "PUBLIC OPEN SPACE" abutting Park Village Terrace on the Endorsed Plan to the satisfaction of the Council.

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

1.12 "**Statement of Compliance**" means a statement of compliance in terms of the *Subdivision Act 1988*.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 TERMINATION OF AGREEMENT

3.1 Termination

3.1.1 This Agreement may be ended by mutual agreement between the parties.

3.1.2 The parties agree that the agreement is intended to bind the Owner as at the date of this Agreement as the developer of the Land. If a residential lot created pursuant to the Permit is sold by the Owner to a purchaser that intends to develop that lot for residential purposes, and provided there is still part of the Land for which the Owner, as at the date of this Agreement is the registered proprietor, the Agreement ends in relation to that particular lot which has been sold to a purchaser who intends to develop it for residential purposes.

3.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended as to the whole of the Land or as to part of the Land, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of

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the Act to cancel the recording of this Agreement on the Register as to the whole of the Land or as to part of the Land as the case may be.

AJ410568G
06/01/2012 $107.50 173

4 OWNER'S COVENANTS

4.1 Drainage

The Owner agrees that:

4.1.1 E-2 on PS620341Q Version 5, among other things, is to provide drainage for existing lots in Tannery Lane to the satisfaction of the Council.

4.1.2 The Council will pay the Owner the amount of $29,305.00 for the drainage component of the E-2 on PS620341Q Version 5 (based upon 305.26 lineal metres @ $96.00 per metre).

4.1.3 It must undertake the drainage works within E-2 on PS602341Q Version 5 associated with the abutting properties in Tannery Lane to the satisfaction of the Council (the "**Drainage Works**").

4.1.4 The Drainage Works must be commenced within six weeks of the Owner being provided with a purchase order from Council for the whole of the Drainage Works and the Owner being provided with evidence of consent from each relevant adjoining property owner to the effect that the Owner can access their land for the purpose of constructing the point of stormwater discharge. The Owner must use its best endeavours to complete the Drainage Works within 12 weeks of commencement, to the satisfaction of the Council. Following completion of the Drainage Works, Council must use its best endeavours to ensure that each adjoining property is connected to the relevant point of discharge nominated by the Council within 12 months of the completion of the Drainage Works.

4.1.5 In relation to future stages of the subdivision allowed by the Permit subsequent to Stage 7, drainage and easements are to be dealt with on a similar basis to Stage 7, to the satisfaction of the Council.

4.2 Landscaping of the Reserve

The Owner covenants and agrees:

4.2.1 To undertake landscaping works at the Reserve to the value of not less than $200,000.00 generally in accordance with the Landscape Plan and generally in accordance with the Cost Schedule, both being to the satisfaction of the Council (the "**Landscape Works**").

4.2.2 The Landscape works must be completed to the satisfaction prior to the vesting of the Reserve in the Council.

4.2.3 The Owner agrees to be paid 50% of the total cost of the Landscape Works, to a maximum of $100,000.00 upon the presentation of invoices to the Council following the completion of 40%, 70% and 100% completion of the works, namely:

(a) $40,000.00 at 40% completion of the Landscape Works;

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(b) a further $30,000.00 at 70% completion of the Landscape Works; and

(c) a further $30,000.00 at 100% completion of the Landscape Works.

4.2.4 The terms for payment of the Owner by the Council is 30 days from the presentation of a written invoice, subject to the works being completed to the satisfaction of the Council.

4.2.5 All roads and services that adjoin the Reserve must be completed by the Owner to the satisfaction of the Council, prior to the commencement of the Landscape Works and prior to the Reserve being vested in the Council.

4.2.6 That it has received a copy of the Landscape Plan and will retain a copy of the Landscape Plan until the Landscape Works are completed to the satisfaction of the Council.

4.3 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 the Owner's 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 a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.4 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.5 Costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the successful enforcement of this Agreement. Each party agrees to bear their own costs in relation to the preparation and lodging of this Agreement.

4.6 Mortgagee to be bound

The Owner covenants 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.

4.7 Indemnity

The Owner covenants to indemnify and keep the 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 judgement or claim brought by any person arising from any non-compliance with this Agreement by the Owner.

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4.8 Non-compliance

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

4.8.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

4.8.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;

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

and the Owner agrees:

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

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

4.8.6 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.

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

4.10 Owner's warranty

The Owner warrants and covenants that:

4.10.1 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;

4.10.2 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 Council;

4.10.3 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

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4.10.4 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.

5 COUNCIL'S COVENANTS

5.1 Drainage

The Council agrees that:

5.1.1 E-2 on PS620341Q Version 5, among other things, is to provide drainage for existing lots in Tannery Lane to the satisfaction of the Council.

5.1.2 Following the registration of PS620341Q Version 5, it will pay the Owner the amount of $29,305.00 for the drainage component of the E-2 on PS620341Q Version 5 (based upon 305.26 lineal metres @ $96.00 per metre) within 30 days of receiving a written request for payment from the Owner.

5.1.3 In relation to future stages of the subdivision allowed by the Permit subsequent to Stage 7, drainage and easements are to be dealt with on a similar basis to Stage 7, to the satisfaction of the Council.

5.2 Landscaping of the Reserve

The Council agrees:

5.2.1 To pay the Owner 50% of the total cost of the Landscape Works, to a maximum of $100,000.00 upon the presentation of invoices to the Council following the completion of 40%, 70% and 100% completion of the works, namely:

(a) $40,000.00 at 40% completion of the Landscape Works;

(b) a further $30,000.00 at 70% completion of the Landscape Works; and

(c) a further $30,000.00 at 100% completion of the Landscape Works.

5.2.2 The terms for payment of the Owner by the Council is 30 days from the presentation of a written invoice, subject to the works being completed to the satisfaction of the Council.

5.2.3 Prior to the Reserve being vested in the Council, all roads and services that adjoin the Reserve must be completed by the Owner to the satisfaction of the Council and the Landscape Works must then be completed to the satisfaction of the Council, following the completion of the road and services works.

5.3 Statement of Compliance

The Council confirms that upon the withdrawal of the application for review proceeding filed by the Owner in the Victorian Civil and Administrative Tribunal

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(reference P3469/2011) that, having considered all relevant matters, it is appropriate for it to issue a Statement of Compliance for PS620341Q Version 5, and agrees to do so as soon as is practicable following confirmation of the withdrawal of the proceeding.

6 GENERAL

6.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the 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.

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.

7 NOTICES

7.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

7.1.1 personally on the person;

7.1.2 by leaving it at the person's address set out in this Agreement;

7.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or

7.1.4 by facsimile to the person's current number notified to the other party.

7.2 Time of service

A notice or other communication is deemed served:

7.2.1 if served personally or left at the person's address, upon service;

7.2.2 if posted within Australia to an Australian address, two Business Days after posting;

7.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and

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7.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

8 INTERPRETATION

In this Agreement, unless the contrary intention appears:

8.1 the singular includes the plural and vice versa;

8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;

8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;

8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

8.5 words importing one gender include other genders;

8.6 other grammatical forms of defined words or expressions have corresponding meanings;

8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:

8.7.1 two or more parties; or

8.7.2 a party comprised of two or more persons,

is made or given and binds those parties or persons jointly and severally;

8.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;

8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;

8.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;

8.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;

8.12 a party that is a trustee is bound both personally and in its capacity as trustee;

8.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;

8.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

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EXECUTED as an agreement under Division 2 of Part 9 of the Act.

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

Chief Executive Officer

GREATER BENDIGO CITY COUNCIL INCORPORATED 7-4-1994 THE COMMON SEAL OF

EXECUTED by **ELLA PTY LTD** in accordance with section 127(1) of the *Corporations Act 2001* by being signed by authorised persons:)

Director

*Director/company secretary
*Delete whichever is inapplicable

ANTHONY HARVEY KNOX
Full Name

636 MANDURANG SOUTH ROAD SEDGWICK 3551
Usual Address

ELIZABETH CHRISTINE KNOX
Full Name

636 South Mandurang Rd Sedgwick 3551
Usual Address

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Annexure 1

Cost Schedule

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7 December 2011

REGENT PARK, STRATHFIELDSAYE

OPINION OF PROBABLE COSTS - DRAFT

This schedule has been prepared in lorder to give a very broad, indicative overview of potential costs involved with the construction of Regent Park. While all care has been taken to prepare the potential costing, final tender results may vary considerably.

DESCRIPTION	UNIT	QTY	RATE (lower)	COST
PRELIMINARIES				
security fencing, location of existing services, removal of litter, etc.	item	1	$ 7,000.00	$ 7,000.00
Grading, levelling of basin, ripping	item	1	$ 10,000.00	$ 10,000.00
				$ 17,000.00
DRAINAGE				
Drainage works	allow	1	$ 3,500.00	$ 3,500.00
Pits, storm water overflow	allow	1	$ 3,500.00	$ 3,500.00
				$ 7,000.00
PATH NETWORK				
1.5 m wide, plain concrete paths	lin. m	551	$ 90.00	$ 49,590.00
				$ 49,590.00
TREE PLANTING				
Supply and install advanced tree including tree guard	no.s	120	$ 180.00	$ 21,600.00
				$ 21,600.00
MULCHING				
Supply and spread mulch to depth of 75mm	sq.m	1888	$ 8.00	$ 15,104.00
Supply and spread grantic sand on compacted rock base	sq.m	150	$ 40.00	$ 6,000.00
				$ 21,104.00
PLANTING				
Earthworks, shaping of mounds	sq.m	710	$ 3.00	$ 2,130.00
Cultivate garden bed to a depth of 300mm with 10mm approved soil conditioner	sq.m	800	$ 8.00	$ 6,400.00
Initial planting , 4/sq.m	sq.m	800	$ 20.00	$ 16,000.00
				$ 24,530.00
GRASSING				
Grading, shaping	sq.m	11319	$ 0.50	$ 5,659.50
Hydro-seeding	sq.m	11319	$ 1.00	$ 11,319.00
Instant turf	sq.m	630	$ 15.00	$ 9,450.00
				$ 26,428.50
Furniture				
Seat and concrete pad	no.	3	$ 2,000.00	$ 6,000.00
Table setting and concrete pad	no.	1	$ 3,000.00	$ 3,000.00
Bench seat and concrete pad	no.	1	$ 2,500.00	$ 2,500.00
Bin and concrete pad	no.	1	$ 1,500.00	$ 1,500.00
				$ 13,000.00
TOTAL REGENT PARK				$ [redacted] 180,252.50
10 % Contingency				$ [redacted] 18,025.25
GRAND TOTAL EXCL. OF GST				$ [redacted] 198,277.75

Total Cost for Regent Park $ 198,277.75

Additional items subject to future funding

PLAY SPACE				
Play space, at a later date, subject to funding	item	1	$ 35,000.00	$ 35,000.00
				$ 35,000.00

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PROPERTY REPORT

Energy, Environment and Climate Action

Created at 20 July 2026 11:46 AM

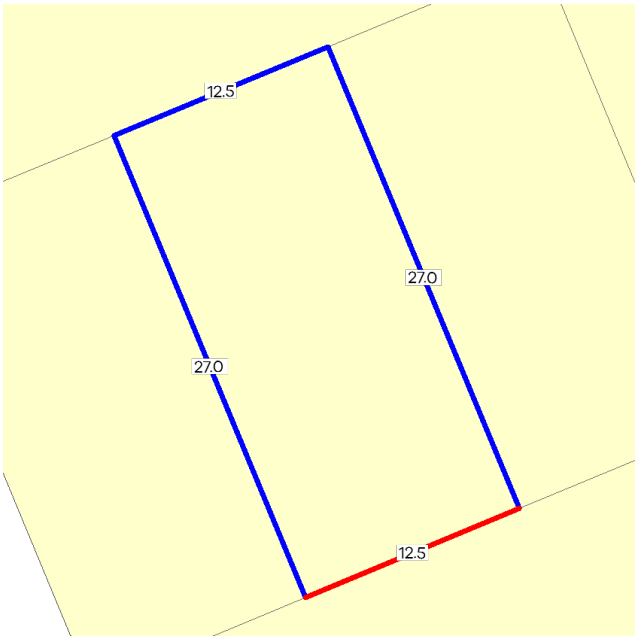
PROPERTY DETAILS

Address:	**26 STRATHMORE COURT STRATHFIELDSAYE 3551**
Lot and Plan Number:	**Lot 2 PS805681**
Standard Parcel Identifier (SPI):	**2\PS805681**
Local Government Area (Council):	**GREATER BENDIGO**
Council Property Number:	**252297**
Directory Reference:	**Vicroads 614 K6**

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: 337 sq. m
Perimeter: 79 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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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 20 July 2026 11:46 AM

PROPERTY DETAILS

Address:	**26 STRATHMORE COURT STRATHFIELDSAYE 3551**
Lot and Plan Number:	**Lot 2 PS805681**
Standard Parcel Identifier (SPI):	**2\PS805681**
Local Government Area (Council):	**GREATER BENDIGO** www.bendigo.vic.gov.au
Council Property Number:	**252297**
Planning Scheme:	**Greater Bendigo** Planning Scheme - Greater Bendigo
Directory Reference:	**Vicroads 614 K6**

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**

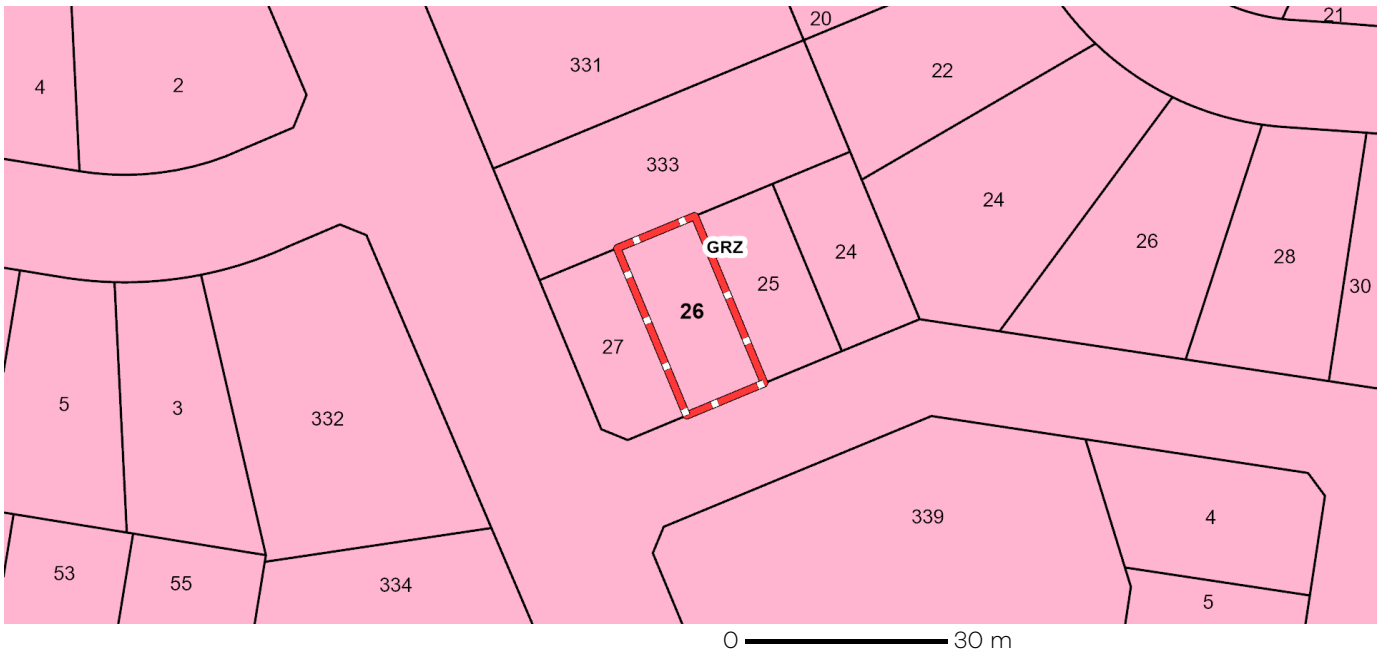
OTHER

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

View location in VicPlan

Planning Zones

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



GRZ - General Residential

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).

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 14 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

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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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1272767

APPLICANT'S NAME & ADDRESS

O'SULLIVAN JOHANSON LAWYERS. C/- LANDATA

DOCKLANDS

VENDOR

SAUNDERS, JOSHUA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

646753

This certificate is issued for:

LOT 2 PLAN PS805681 ALSO KNOWN AS 26 STRATHMORE COURT STRATHFIELDSAYE
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

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/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

14 July 2026

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

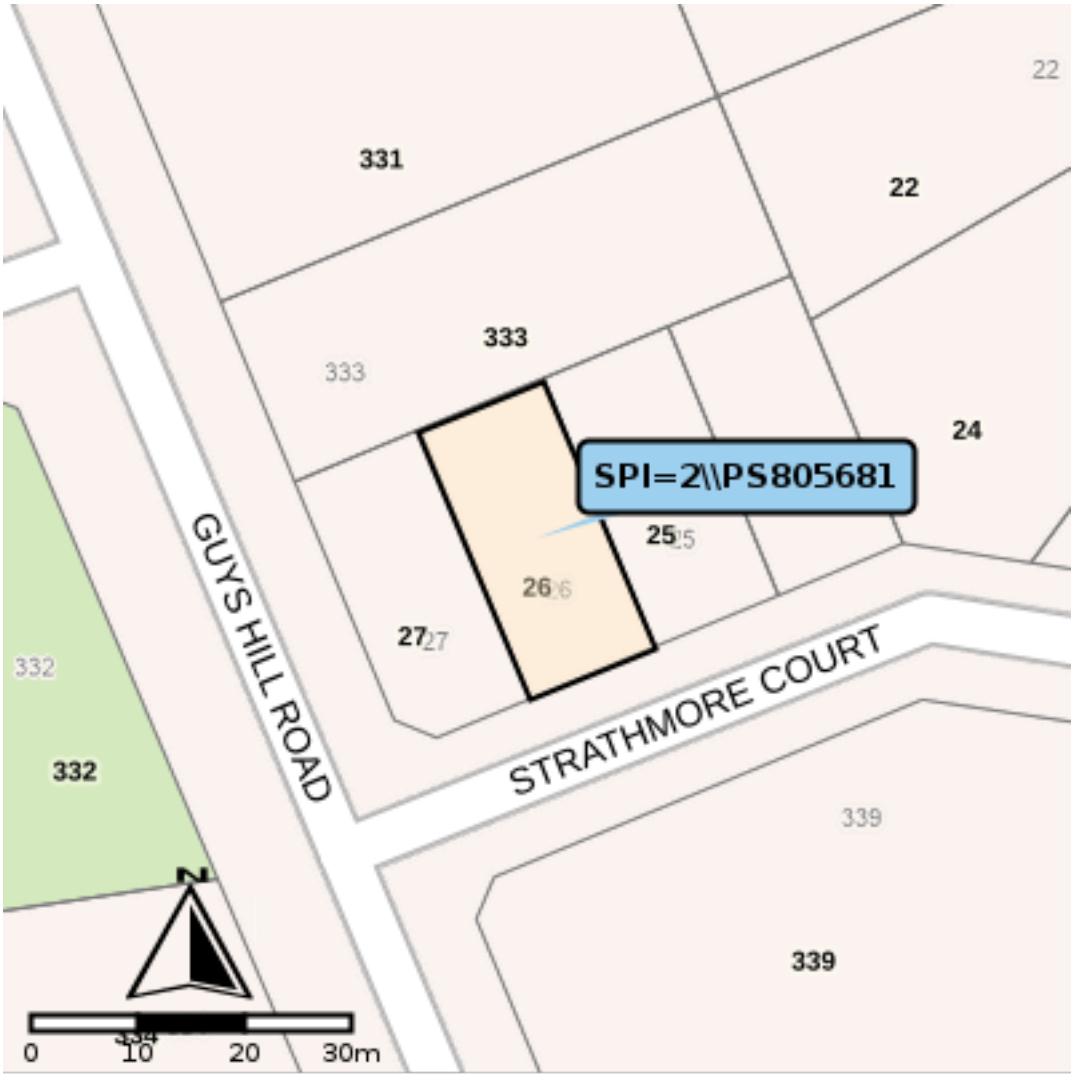
Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

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

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

HISTORIC MINING ACTIVITY
Form No. 692

20 July, 2026

Property Information:

Address: 26 STRATHMORE COURT STRATHFIELDSAYE 3551

It is advised that:

Our records do not indicate the presence of any mining activity on this site, and the site appears to be outside any known mined area. (4)

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

For queries, contact:

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

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

Your Reference: 81204340-001-9:98661
Certificate Number: 144803

Land Information Certificate

Assessment Number: 205942 6 **Issue Date: 16-Jul-2026**

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Property and Valuation Details	
Property Address	26 Strathmore Court, STRATHFIELDSAYE 3551
Parcel Details	Lot 2 PS 805681K
Site Value	$214,000
Capital Improved Value	$485,000
Net Annual Value	$24,250
Basis of Valuation	Capital Improved Value
Level of Valuation Date	01-Jan-2026
Valuation Operative Date	01-Jul-2026
AVPCC	110.3 - Detached Dwelling (existing)

Rates and Charges	Current Amount Levied
General Rates	$1,418.75
Garbage Charge	$222.90
Emergency Services and Volunteer Fund	$461.00
Total Levied	**$2,102.65**
Arrears Outstanding	$0.00
Current Legal Costs Outstanding	0.00
Arrears Legal Costs Outstanding	0.00
Interest to Date	$0.00
Total Outstanding	**$2,102.65**

Other Property Debt	$0.00

Total Outstanding for Property: $2,102.65

The figures on this certificate are approximate and subject to change until the 2026/2027 rates are generated.

Biller Code: 268813
Ref: 2059426

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

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

This Certificate is issued under Section 229 of the Local Government Act 1989. The Rates & Charges for the year ending 30 June 2027 became payable on 1 July 2026. 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.

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 2027. All Rates and Charges due by four (4) instalments due 30 September 2026, 30 November 2026, 01 March 2027 and 31 May 2027.
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

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

Coliban WATER

ABN 96 549 082 360

1300 363 200
www.coliban.com.au
PO Box 2770 BENDIGO DC
Victoria 3554

O'Sullivan Johanson Lawyers. C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Information Statement Issue Date:
17 July 2026

Your Reference:
81204338-001-4

Settlement Date:
20 July 2026

Information Statement Number:
ISN-0000059545

Property Number:
LOC-000007767

Settlement Payment Reference:
2000000077671

Amount Due:
$124.92

Information Statement

(Special Meter Read)

Service Address: 26 Strathmore Court, Strathfieldsaye, VIC, 3551

Owner(s):	**Title(s):**
Saunders, Joshua	Lot 2, Plan of Subdivision, Plan Number 805681K, Volume 12192, Folio 821, Parish of Strathfieldsaye

Account Calculation:	
Fees and Charges	$0.00
Scheme Arrears	$0.00
Total amount in arrears:	$0.00
Calculated charges from last billing date to 20-07-2026 as detailed on the following page/s.	$124.92
Amount Due:	$124.92

If you are making a settlement payment via PEXA, please use the biller code 39156 and the settlement payment reference number detailed above.

In accordance with Section 275 (1) of the Water Act (1989), the person /s who becomes the owner of the property must pay any amount that is a charge on that property under Section 274 (4A).

Unless prior consent has been obtained, the Water Act (1989) prohibits:
The erection and/or placement of any building, wall, bridge, embankment, fill or removal of earth, machinery or other structure on land over which an easement exists, or within one (1) metre laterally, of any works of Coliban Water.

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

Property Number: LOC-000007767
Service Address: 26 Strathmore Court, Strathfieldsaye, VIC, 3551

Details for Services provided and their tariffs:

WATER CONSUMPTION FEE

Service Number	Meter Number	Previous Date	Reading	Current Date	Reading
SP-000086945	20W062527	15-06-2026	331	17-07-2026	335
	Date From	Date To	Consumption (Kilolitres)	Rate per kL	Amount
	15-06-2026	30-06-2026	1.9400	$ 2.7262	$5.28
	01-07-2026	17-07-2026	2.0600	$ 2.9028	$5.97
			4.00		$11.25

WATER SERVICE FEE

Service Number	Size	Date From	Date To	Days	Rate per day	Amount
SP-000086945	20mm	15-06-2026	30-06-2026	16	$ 0.7619	$12.19
SP-000086945	20mm	01-07-2026	20-07-2026	20	$ 0.8097	$16.19
						$28.38

SEWERAGE SERVICE FEE

Service Number	Date From	Date To	Days	Rate per day	Amount
SP-000086945	15-06-2026	30-06-2026	16	$ 2.2897	$36.63
SP-000086945	01-07-2026	20-07-2026	20	$ 2.4335	$48.66
					$85.29

Encumbrances and other information:

* All acquisitions and dispositions are to be forwarded to Coliban Water via email: revenue@coliban.com.au

* This Information Statement includes updated figures calculated after special meter read applied.

* Could the applicant please phone for an update on this certificate prior to settlement. Alternatively, you can email revenue@coliban.com.au for an update and provide the ISN number (Information Statement number) and settlement date in your email.

* Information Statements are valid for a period of 90 days from application date for service charges only. The special meter read is an actual read used to calculate water consumption up until the reading date only

* If you are making a settlement payment via PEXA, please use the biller code 39156 and the settlement payment reference number detailed on page 1. Once settlement is complete to ensure all the required information under the Water Act 1989, Section 159 continues to be provided to us during the property settlement process. Please advise all of the following details on the Notice of Acquisition/Disposition (with the relevant ownership details i.e. lot number/s, plan of subdivision number/s, volume number/s, folio number/s. The version of information being provided to the State Revenue Office (SRO) is adequate for our requirements.

Regards,



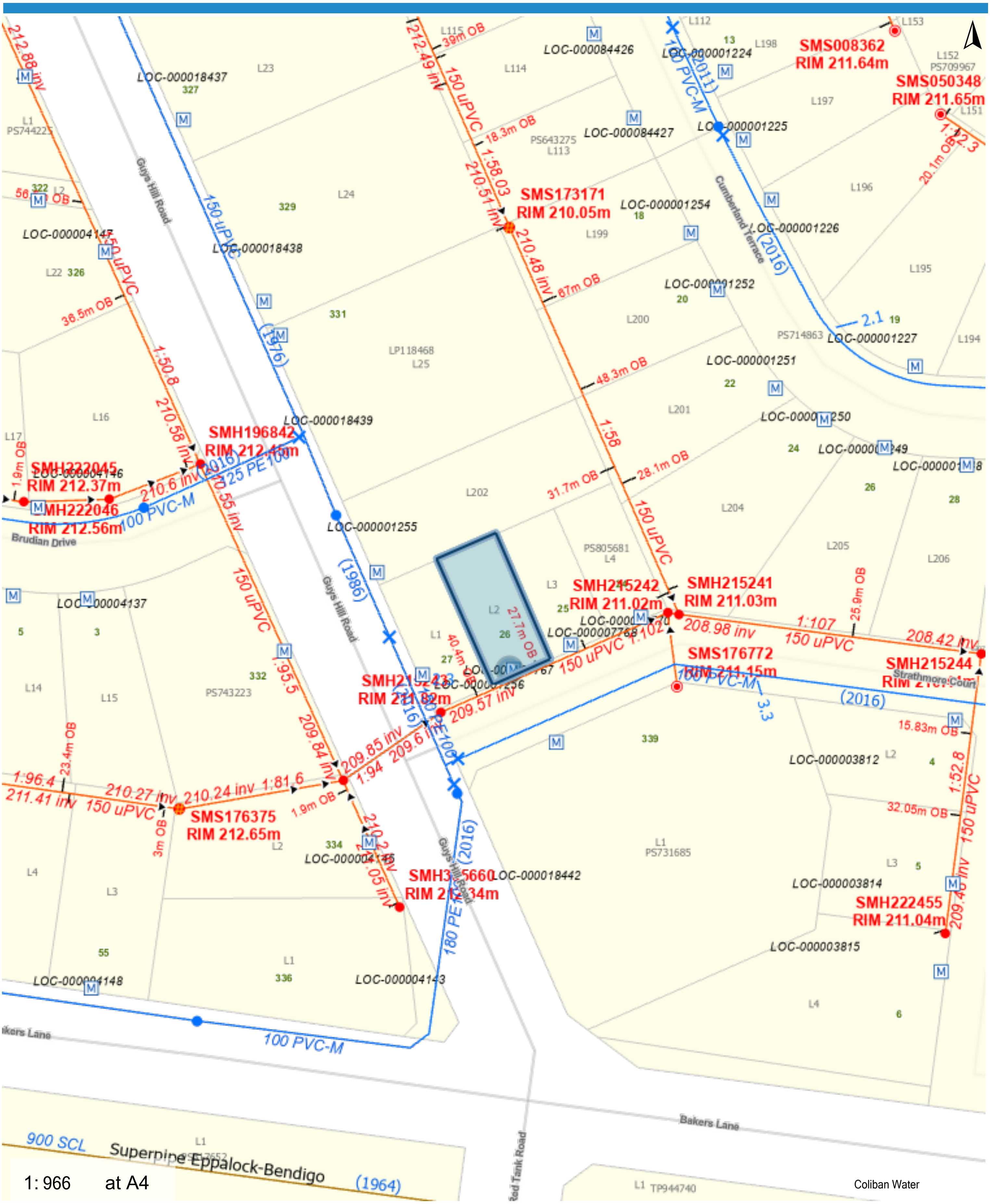
Customer Solutions Department

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

Property Report

Date: 16/07/26

Property Address: 26 Strathmore Court, Strathfieldsaye, VIC, 3551



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

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

Property Clearance Certificate

Land Tax

INFOTRACK / O'SULLIVAN JOHANSON LAWYERS.

Your Reference:	2026/7739
Certificate No:	10495268
Issue Date:	14 JUL 2026
Enquiries:	ESYSPROD

Land Address: 26 STRATHMORE COURT STRATHFIELDSAYE VIC 3551

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47119698	2	805681	12192	821	$0.00

Vendor: JOSHUA SAUNDERS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR JOSHUA RONALD SAUNDERS	2026	$209,000	$0.00	$0.00	$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$430,000
SITE VALUE (SV):	$209,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

Notes to Certificate - Land Tax

Certificate No: 10495268

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
   - Land tax that has been assessed but is not yet due,
   - Land tax for the current tax year that has not yet been assessed, and
   - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $209,000

Calculated as $975 plus ($209,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $4,300.00

Taxable Value = $430,000

Calculated as $430,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 10495268

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 10495268

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / O'SULLIVAN JOHANSON LAWYERS.

Your Reference:	2026/7739
Certificate No:	10495268
Issue Date:	14 JUL 2026
Enquires:	ESYSPROD

Land Address:	26 STRATHMORE COURT STRATHFIELDSAYE VIC 3551

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47119698	2	805681	12192	821	$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$430,000
SITE VALUE:	$209,000
CURRENT CIPT CHARGE:	**$0.00**

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10495268

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997,* the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
    - the request is within 90 days of the original Certificate's issue date, and
    - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / O'SULLIVAN JOHANSON LAWYERS.

Your Reference:	2026/7739
Certificate No:	10495268
Issue Date:	14 JUL 2026

Land Address:	26 STRATHMORE COURT STRATHFIELDSAYE VIC 3551

Lot	Plan	Volume	Folio
2	805681	12192	821

Vendor: JOSHUA SAUNDERS

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		$0.00	$0.00	$0.00	$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

Notes to Certificate - Windfall Gains Tax

Certificate No: 10495268

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
    - The request is within 90 days of the original Certificate's issue date, and
    - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 10495265

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 10495265

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

CITY OF GREATER BENDIGO

Building Information Certificate

Regulation 51(1) | Building Regulations 2018

15-Jul-2026

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Location: 26 Strathmore Court, STRATHFIELDSAYE 3551 (Lot 2 PS 805681K)
Applicant Reference: 81204333-001-9:98647

Building permits, occupancy permits or certificates of final inspection issued in the past 10 years

Application	Description	Status
BX/670/2021	Construction of a new dwelling and garage	Occuancy Permit Issued

Current determinations under Regulation 64(1) or exemptions under Regulation 231(2)

Council has no record of any current statement on this property.

Current notices or orders issued under the Building Act 1993

Council has no record of any current notice or order issued for this property.

Craig Kingston
Municipal Building Surveyor

PLEASE NOTE

This information is provided in good faith. Council accepts no responsibility for any errors or omissions.

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

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Building Permits Made Easy
Building Surveying

FORM 2

Regulation 37(1)
Building Act 1993.
Building Regulations 2018

BUILDING PERMIT

DATE OF ISSUE OF PERMIT:16/09/2020.
PERMIT No: 4835742833386.
Job Number: 202000284

ISSUED TO:

*Owner/*Agent of owner: **Phlar Pty Ltd**
Postal address : **68 Hargreaves Road STRATHFIELDSAYE** Postcode:**3551**
Contact person: Telephone: **0417360318**
*ACN/*ARBN:**077 762 102** Email: **luke@hotondobendigo.com.au**
Address for serving or giving of documents: **68 Hargreaves Road STRATHFIELDSAYE VIC 3551**

OWNERSHIP DETAILS: (if person issued with permit is not the owner)

Owner: **Joshua Saunders**
Postal address: **37 Lobb Street, NORTH BENDIGO** Postcode: **3550**
Contact person: **Joshua Saunders** Telephone: **0424 150149**
*ACN/*ARBN: Email: **joshua.saunders@outlook.com**

PROPERTY DETAILS: (include title details as and if applicable)

Number: **26**	Street/road: **Strathmore Court**	City/suburb/town: **STRATHFIELDSAYE**	Postcode **3551**
Lot/s: **2**	LP/PS/TP: **805681K**	Volume: **12192**	Folio: **821**
Crown allot:	Section:	Parish:	County:
Municipal District: **Greater Bendigo City Council**		Property number:	

BUILDER:

Name: **Phlar Pty Ltd.** Telephone: **0354393 022**
Postal address: **68 Hargreaves Road, STRATHFIELDSAYE** Postcode: **3551**
ACN/*ARBN:**077 762 102** Email: **office@hotondobendigo.com.au**
Building practitioner registration no: **Builder** **CDB-U 49270**

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 SERVICE OF DIRECTIONS, NOTICES AND ORDERS (if builder is a body corporate).

Name: **Andrew Ralph** Telephone:
Postal address: **68 Hargreaves Road, STRATHFIELDSAYE** Postcode: **3551**
*ACN/*ARBN:**077 762 102** Email: **office@hotondobendigo.com.au**

BUILDING PRACTITIONERS OR ARCHITECT ENGAGED TO PREPARE DOCUMENTS FOR THIS PERMIT:

Name	Category/Class	Registration No
Salvatore Campagna	**Drafting**	**DP-AD 1049**
Shane Muir	**Structural Engineer**	**EC 17729**

DETAILS OF DOMESTIC BUILDING WORK INSURANCE:

Name of builder: **Phlar Pty Ltd.** Name of issuer or provider: **VMIA Domestic Building Insurance**
Policy cover: $**218,654** Policy number: **C541685** Insurance issued date: **15/09/2020**

DETAILS OF RELEVANT PLANNING PERMIT:

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

NATURE OF BUILDING WORK:

Construction of a new dwelling and garage.
Version of BCA applicable to permit: **NCC 2019 Volume 2**.
Stage of building work permitted **0**
Cost of building work: **$218,654**
Total floor area of new building work in: **132 m^2**

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

BUILDING CLASSIFICATION:

Part of building:	BCA Classification:	
New Building	1a(a)	Detached house
New Building	10a	Garage, carport, shed or storage facility

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 No
Council	Point of discharge of stormwater	133(2)

PROTECTION WORK:

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

INSPECTION REQUIREMENTS:

The mandatory notification stages are:

FOUNDATION INSPECTION STAGE
Foundation inspection of strip footing
Foundation inspection of Waffle pods
PRE POUR INSPECTION STAGE
Prior to pouring in situ concrete Poly and steel
FRAME INSPECTION STAGE
Completion of framework Timber frame
FINAL INSPECTION STAGE.
Final upon completion of all building work.

OCCUPATION OR USE OF BUILDING:

An occupancy permit is required prior to the occupation or use of the 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: **16/09/2021**

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: **16/09/2022**

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.

Conditions:

This permit is subject to the following conditions:
Attached: Appendices
Appendix: A Conditions of Approval
Appendix: B Permit Information.

RELEVANT BUILDING SURVEYOR:

Name: Paul Comer Building Practitioner Registration No. BS-U 22784

Signature:

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

Appendix: A

CONDITIONS OF APPROVAL:

Project:	Construction of a new dwelling and garage
Property Address:	Lot: 2 26 Strathmore Court STRATHFIELDSAYE VIC 3551
Building Permit No.	4835742833386
Job Number:	202000284

This Building Permit is issued conditional upon the following:

Any building work done pursuant to this Building Permit shall be in accordance with the Building Act 1993, the Building Regulations 2018 and the Building Code of Australian and referenced Australian Standards (as amended) and with any conditions or requirements imposed in accordance with the Act and /or regulations.

The permit is subject to the following conditions:-

1. The building works, which form part of this Building Permit, must be carried out strictly in conformity with the endorsed documentation, one copy of which must be kept on site and made available for inspection while the work is in progress.
   The building works must not proceed beyond any mandatory inspection stage until the required inspection has been completed and approved by the relevant building surveyor. **(4)** inspections have been allowed for in the fee. Any additional inspections may incur a charge per inspection.
2. This Building Permit is not evidence of compliance, acceptance or otherwise with any implied warranty under the Domestic Building Contracts Act and /or any other contractual agreement, or otherwise between owner and builder relative to quality, workmanship, product adequacy, reliability or functionality of the building work.
3. Hoardings must be provided where required to protect the public from injury or access to the building site. Additional permits, licenses and/or consents may be required under other relevant Acts, regulations and /or Council by Laws (Asset Protection, Crossing permits) etc, prior to commencing of building work.
4. Smoke alarms must be located in accordance to the approved plans/documents and comply with AS 3786; and
   - be connected to the consumer mains power where consumer power is supplied to the building;
   - and be interconnected where there is more than one alarm.
5. Prior to the commencement of building work the person in charge of the carrying out of building work on the allotment must erect a sign (Permit Information sheet Appendix B) in a conspicuous position showing the registration and contact details of the builder and building surveyor; and the number and date of issue of the building permit.
6. Pursuant to Regulation 42 of the Building Regulations 2018, an owner of a building or land to which a building permit relates must notify the relevant building surveyor within 14 days after any change in the name or address specified in the permit of the owner or of the builder carrying out the building work.
7. The owner and/or builder shall be responsible to define, by survey, the boundaries of the allotment.
8. This approval hereby given does not in any way obviate any necessity to comply with any covenant that may affect the land. The relevant building surveyor is not required to enforce the restrictions imposed on Title but recommends that the owner is satisfied with compliance of covenants prior to proceeding with the building work.
9. Protection from subterranean termites is to be provided in accordance with the Building Code of Australia and AS3660.1.
10. The Domestic Building Contracts Act 1995 applies to the building work approved by this permit.

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11. There must be no unauthorised encroachment or construction of any part of the building work beyond or over an easement the building alignment, title or allotment boundary.
12. Provision must be made for fencing of the allotment to satisfy the requirements for secluded private open space and address overlooking provisions where the height of the floor level does not exceed 800mm above finished ground level and fence is 1800mm high at the allotment boundary.
13. No works shall proceed on the site where any excavation is closer to an allotment boundary than the depth of the cut unless compliance with regulation 111 of the Building Regulations 2018 or otherwise any required Forms 7 & 8 have been completed by the relevant parties and returned to this office.
14. Provide a suitable means of drainage to any site cuts and perimeter of the building to prevent an accumulation of run-off water near the foundations.
15. **Roof truss design and layout detail to be submitted to the Relevant Building Surveyor for approval prior to construction of the frame.** Timber framing to comply with AS1684 for an assumed wind speed of **N2**. Special attention is required for anchorage such as screw fixings for timber roof battens, straps to top and bottom wall plates, and wall bracing systems.
16. All glazing to comply and installed in accordance to AS1288 with particular attention to areas that may require safety glazing such as bathrooms, doors, sidelights and low level windows.
17. Construction of shower and flashings in wet areas to comply with Part 3.8.1 of the BCA and AS3740. Particular attention to be given to waterproofing floor/wall junctions in rooms where a bath or unenclosed shower is installed and in WC's and laundry. An *unenclosed shower* includes an enclosure with frameless or semi frameless glass doors, shower curtains or a screen less than 900 mm long over a bath will necessitate the provision of a floor waste. **Certification from a suitable person will be required to ensure that wet areas have been waterproofed in accordance with the BCA.**
18. Approved floor waste required unless shower screens are fully framed (Where required).
19. Minimum clearance between toilet pan and nearest part of doorway is 1.2m as specified by clause 3.8.3.3 of the BCA unless door opens outwards or is fitted with hinges which allow removal of the door from outside the compartment.
20. All construction methods are to be in accordance with the relevant engineer's instructions.
21. Location, spacing and capacity of downpipes must comply with BCA 3.5.2 (maximum 12m spacing or within 1.2m of valley gutters) and discharge of stormwater to a point as approved by the local council that will not have any adverse affect on the building foundations.
22. The associated site work is to be constructed in a way that protects the adjoining property from the adverse effects of surface water flow.
23. Construction of stairs/steps to comply with Part 3.9.1 of the BCA, minimum going 240mm and maximum rise of 190mm w ith a non-slip finish. A landing is required where the floor level is more than 3 risers or 570mm above the finished ground surface and each flight must have not more than 18 risers . Balustrades to be at least 1000mm above landings and 865mm above nosing of treads. Wire balustrading (where used) is to be constructed in accordance with BCA Table 3.9.2.1.
24. The lamp power density or illumination power density of artificial lighting, excluding heaters that emit light, must not exceed in a Class 1 building (dwelling) 5W/m² and on a verandah or balcony attached to a Class 1 building (dwelling), 4 W/m², and in a Class 10 building, 3W/m² pursuant to clause 3.12.5.5 of the NNC-Building Code of Australia.
25. All external glazing and frame assemblies of windows and doors used in the construction must achieve the maximum U-Value and SHGC Value as specified in the endorsed energy rate report and endorsed plans which form part of the building permit.
26. Exhaust fans must be ducted through the roof space to discharge direct to the external air.

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27. RE-ASSESSMENT OF BUILDING PERMIT LEVY :

Pursuant to Section 205KA of the Building Act 1993 requires the Owners or applicants* to notify the Victorian Building Authority "VBA" if the final cost of building works is at least $15,625 higher than the initial estimated costs provided at the time of applying for the building permit. This notification with the required form must be provided within 28 days of becoming aware of the increased costs.* An applicant is a person authorised to act on behalf of the owner (for example, a builder or an architect).

Note: On completion of the building work you are required to provide the certificates / documentation including, but not necessarily limited to, the following list.

- Certificate of compliance for plumbing works.
- Completed Application Form 15 for Occupancy Permit.
- Certificate which provides the type of termite treatment that has been adopted.
- A certificate/statement from the registered certifier that the building has been constructed in accordance with the energy-efficiency report/statement.
- Wet area Certificate of compliance.
- Certificate of compliance for Electrical work

Paul Comer

Relevant Building Surveyor BS-U 22784

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

Appendix: B

PERMIT INFORMATION

Building Regulations 2018

Regulation 41

Municipality:	Greater Bendigo City Council.
Building Surveyor:	Paul Comer BS 22784
Building Permit No:	4835742833386.
Date of Issue:	16/09/2020 .
Builder:	Phlar Pty Ltd.
Builders Details:	68 Hargreaves Road STRATHFIELDSAYE VIC 3551 0354393 022
Property Address:	Lot: 2 26 Strathmore Court STRATHFIELDSAYE VIC 3551
Job Number:	202000284

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

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FORM 16

REGULATION 192

BUILDING ACT 1993

BUILDING REGULATIONS 2018

OCCUPANCY PERMIT

THIS OCCUPANCY PERMIT MUST BE DISPLAYED IN THE FOLLOWING APPROVED LOCATION: Not Applicable.

PROPERTY DETAILS:

Number: **26**	Street/road **Strathmore Court**	City/suburb/town:**STRATHFIELDSAYE**	Postcode:**3551**
Lot/s:**2**	LP/PS/TP:**805681K**	Volume **12192**	Folio **821**
Crown Allot:	Section**:**	Parish:	County:
Municipal District**:Greater Bendigo City Council**		Property Number**:**	

BUILDING PERMIT DETAILS:

Building Permit Number:4835742833386.

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

***BUILDING DETAILS:**

Construction of a new dwelling and garage.

(*compete this portion only if an occupancy permit is required under Division 1 of Part 5 of the **Building Act 1993***)

*Building to which permit applies:

Permitted use:	**BCA Class of building:**	
Domestic	1a(a)	Detached house
Domestic	10a	Garage, carport, shed or storage facility

Maximum permissible floor live load:	**Maximum number of people to be accommodated:**
1.5 Kpa	Not Applicable

***CONDITIONS TO WHICH THIS PERMIT IS SUBJECT:**

Occupation is subject to the following condition:

Appendix D: Sets out but not limited to some general measures which are required to be maintained in an ongoing manner as a condition of the Occupancy Permit.

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

OCCUPANCY PERMIT No:4835742833386.

DATE OF ISSUE: 10 February 2021. **Date of Final Inspection:** 03 February 2021

Signature:

**** Delete if inapplicable † Tick if applicable***

CONTACT
Bendigo Building Services
03 5443 9649
info@bendigobuildingservices.com.au
ABN: 68794833400

LOCATION
70 Garsed Street
Bendigo
Victoria
3551

SERVICES
Building Permits
Inspections
Essential Safety Measures
Owner Builder 137B Reports

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

APPENDIX-D

PROJECT: Construction of a new dwelling and garage.

PROJECT ADDRESS: Lot 2 Number 26 Strathmore Court, STRATHFIELDSAYE**,** 3551.

OCCUPANCY PERMIT No:4835742833386.

The Occupancy Permit is issued conditional upon but not necessarily limited to, the following list:

1. The owner(s) of the building(s) is responsible for the maintenance of the buildings foundations. Attention is drawn to the CSIRO Building Technology File 18 named *'Foundation maintenance and Footing Performance: A home Owners Guide'.*

2. The owner(s) of the building(s) is responsible for maintaining the buildings termite barrier(s) in accordance with AS3660. 1-2000. A durable notice must be fixed to the building in a prominent location advising the building occupants that the system should be inspected and maintained. The notice should be clearly written, on a material that will not deteriorate or fade over time and be located in or near the meter box or similar location so that it can be easily seen and read by future owners of the building. Additional information may be included if desired by the person placing the notice.

3. The owner(s) of the building(s) is responsible for maintaining the buildings smoke detectors in a state which enable them to fulfil their purpose.

4. Trees within a distance of less than 1.5x mature height may effect the stability of the foundations particularly on soils which react to variations in moisture content. Special precautions may be appropriate where the trees are to be retained and to avoid future problems with the footings.

RELEVANT BUILDING SURVEYOR:

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

OCCUPANCY PERMIT No:4835742833386

DATE OF ISSUE: 10 February 2021.



Signature:

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

HIA INSURANCE SERVICES PTY LTD
4 / 70 Jolimont Street
Jolimont VIC 3002
www.hiainsurance.com.au
1800 633 467

Domestic Building Insurance

Certificate of Insurance

Joshua Saunders

37 Lobb St
NORTH BENDIGO
VIC 3550

Policy Number:
C541685

Policy Inception Date:
15/09/2020

Builder Account Number:
004046

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:	**26 Strathmore Ct STRATHFIELDSAYE VIC 3551 Australia**
Carried out by the builder:	**PHLAR PTY. LTD.**
Builder ACN:	**077762102**

! 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):	**Joshua Saunders**
Pursuant to a domestic building contract dated:	**18/08/2020**
For the contract price of:	**$ 218,654.00**
Type of Cover:	**Cover is only provided if PHLAR 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:15/09/2020
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

Docusign Envelope ID: BCDB9370-4159-8031-8091-B6BB6C6D2BE0

HIA INSURANCE SERVICES PTY LTD
4 / 70 Jolimont Street
Jolimont VIC 3002
www.hiainsurance.com.au
1800 633 467

Period of Cover

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

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

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

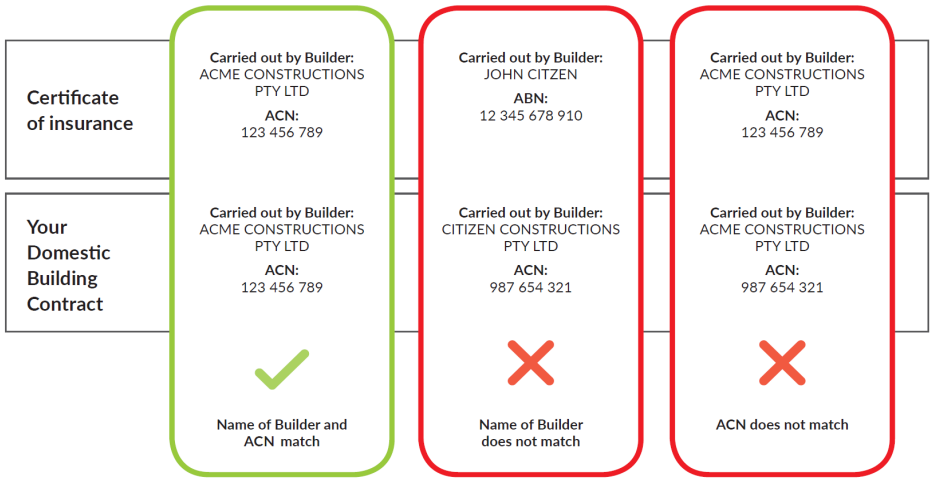
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$675.00**
GST:	**$67.50**
Stamp Duty:	**$74.25**
Total:	**$816.75**

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



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