

DATED

2026

WILLIAM JOSEPH FLANAGAN AND TYLAH BEVERLY BRAMLEY BAUMGARTEN

SECTION 32 STATEMENT

Property: 4 Craven Mews, Traralgon VIC

Good Move Conveyancing

PO Box 12
TRARALGON VIC 3844
Tel: 03 5174 6862
Fax: 03 5174 4670
Ref: AC:GH:26-12347

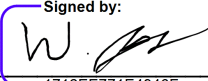

Vendor Statement

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	4 CRAVEN MEWS, TRARALGON VIC 3844
-------------	-----------------------------------

Vendor's name	William Joseph Flanagan	Date	10/3/2026
Vendor's signature	<p>Signed by:  1712EE771E4946F...</p>		
Vendor's name	Tylah Beverly Bramley Baumgarten	Date	10/3/2026
Vendor's signature	<p>Signed by:  98224DB5CD3E437...</p>		

Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		
Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		

1. FINANCIAL MATTERS

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

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

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

\$0.00	To	
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Other particulars (including dates and times of payments):
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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. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

unregistered):

Is in the attached copies of title document/s

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

Not Applicable

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

House:

Building Permit

Occupancy Permit

Builders Warranty Insurance

Shed:

Building Permit

Final Inspection

Builders Warranty Insurance

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor GST Withholding Notice

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

To:

From: William Joseph Flanagan and Tylah Beverly Bramley Baumgarten, 4 Craven Mews, Traralgon VIC 3844

Property Address: 4 Craven Mews, Traralgon VIC 3844

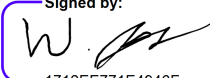
Lot: 25 Plan of subdivision: 826070X


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

Dated: 10/3/2026

10/3/2026

Signed for an on behalf of the Vendor:

Signed by:

1712EE774E4946F...

Signed by:

98224DB5CD3E437...



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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 12353 FOLIO 527

Security no : 124132659391N
Produced 04/03/2026 07:59 AM

LAND DESCRIPTION

Lot 25 on Plan of Subdivision 826070X.
PARENT TITLE Volume 12246 Folio 978
Created by instrument PS826070X 17/01/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
WILLIAM JOSEPH FLANAGAN
TYLAH BEVERLY BRAMLEY BAUMGARTEN both of 38 ALBERT STREET ROSEDALE VIC 3847
AV290433Q 01/02/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV752145X 17/06/2022
BENDIGO AND ADELAIDE BANK LTD

COVENANT AV290433Q 01/02/2022

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

AGREEMENT Section 173 Planning and Environment Act 1987
AM405287T 14/12/2015

AGREEMENT Section 173 Planning and Environment Act 1987
AM789141C 19/05/2016

AGREEMENT Section 17(2)(C) Subdivision Act 1988
AS485328C 30/08/2019

DIAGRAM LOCATION

SEE PS826070X 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: 4 CRAVEN MEWS TRARALGON VIC 3844

ADMINISTRATIVE NOTICES

NIL

eCT Control 18057S BENDIGO BANK

Title 12353/527



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

Page 2 of 2

Effective from 17/06/2022

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS826070X
Number of Pages (excluding this cover sheet)	6
Document Assembled	04/03/2026 07:59

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<h1>PLAN OF SUBDIVISION</h1>	<h2>EDITION 2</h2>	<h1>PS826070X</h1>
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<p>LOCATION OF LAND</p> <p>PARISH: TRARALGON</p> <p>CROWN ALLOTMENT: A8(PT) & A9 (PT)</p> <p>TITLE REFERENCE: VOL.12246 FOL.978</p> <p>LAST PLAN REFERENCE: PS736287W LOT F</p> <p>POSTAL ADDRESS: 145 TRARALGON - MAFFRA ROAD, TRARALGON, 3844. (at time of subdivision)</p> <p>MGA CO-ORDINATES (at approx centre of land in plan): E: 461 490 ZONE: 55 N: 5774 430 GDA 94</p>	<p>Council Name: Latrobe City Council</p> <p>Council Reference Number: 2020/42/CRT3 Planning Permit Reference: 2013/271/C SPEAR Reference Number: S161602B</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 18/02/2021</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Lucy Lane for Latrobe City Council on 19/05/2021</p> <p>Statement of Compliance issued: 11/01/2022</p>
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VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 8-19, 29-53 & 61-82 HAVE BEEN OMITTED FROM THIS PLAN OTHER PURPOSE OF THIS PLAN - REMOVAL OF EASEMENT E-4 ON PS736287W THAT LIES WITHIN ROAD R1 ON THIS PLAN <u>GROUND FOR REMOVAL</u> SCHEDULE 5 SECTION 14 OF THE ROAD MANAGEMENT ACT 2004 LOT G CONTAINS 2 PARTS. AREA OF LAND IN THE PLAN: 13.57ha No. OF LOTS & AREA: 20 LOTS - 1.510ha 2 BALANCE LOTS - 11.49ha 1 RESERVE - 1348m ² ROADS - 4310m ²	
ROAD R1 RESERVE No.1	LATROBE CITY COUNCIL LATROBE CITY COUNCIL		
NOTATIONS			
DEPTH LIMITATION DOES NOT APPLY			
SURVEY: This plan is based on survey in PS729261G			
STAGING This is not a staged subdivision			
Planning Permit No. 2013/271			
This survey has been connected to permanent marks No(s).			
In Proclaimed Survey Area No. ---			

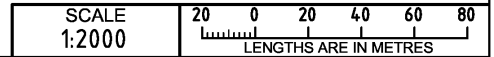
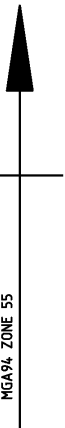
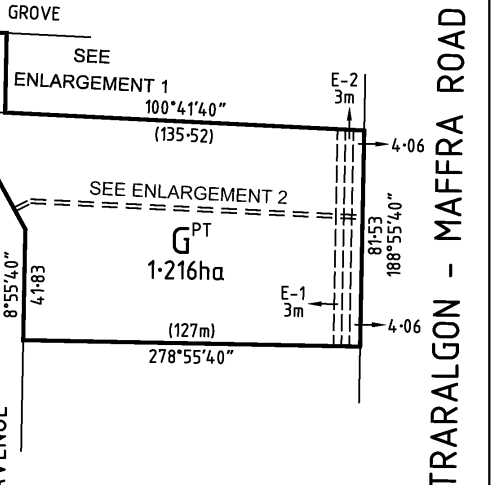
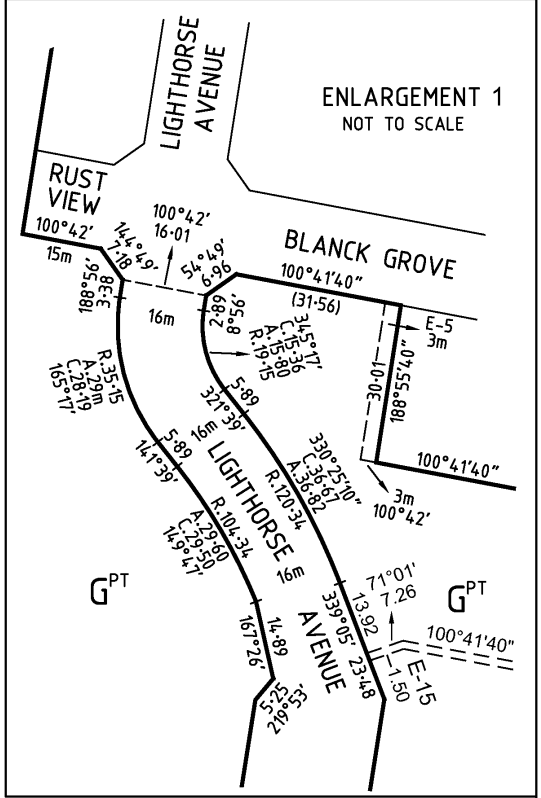
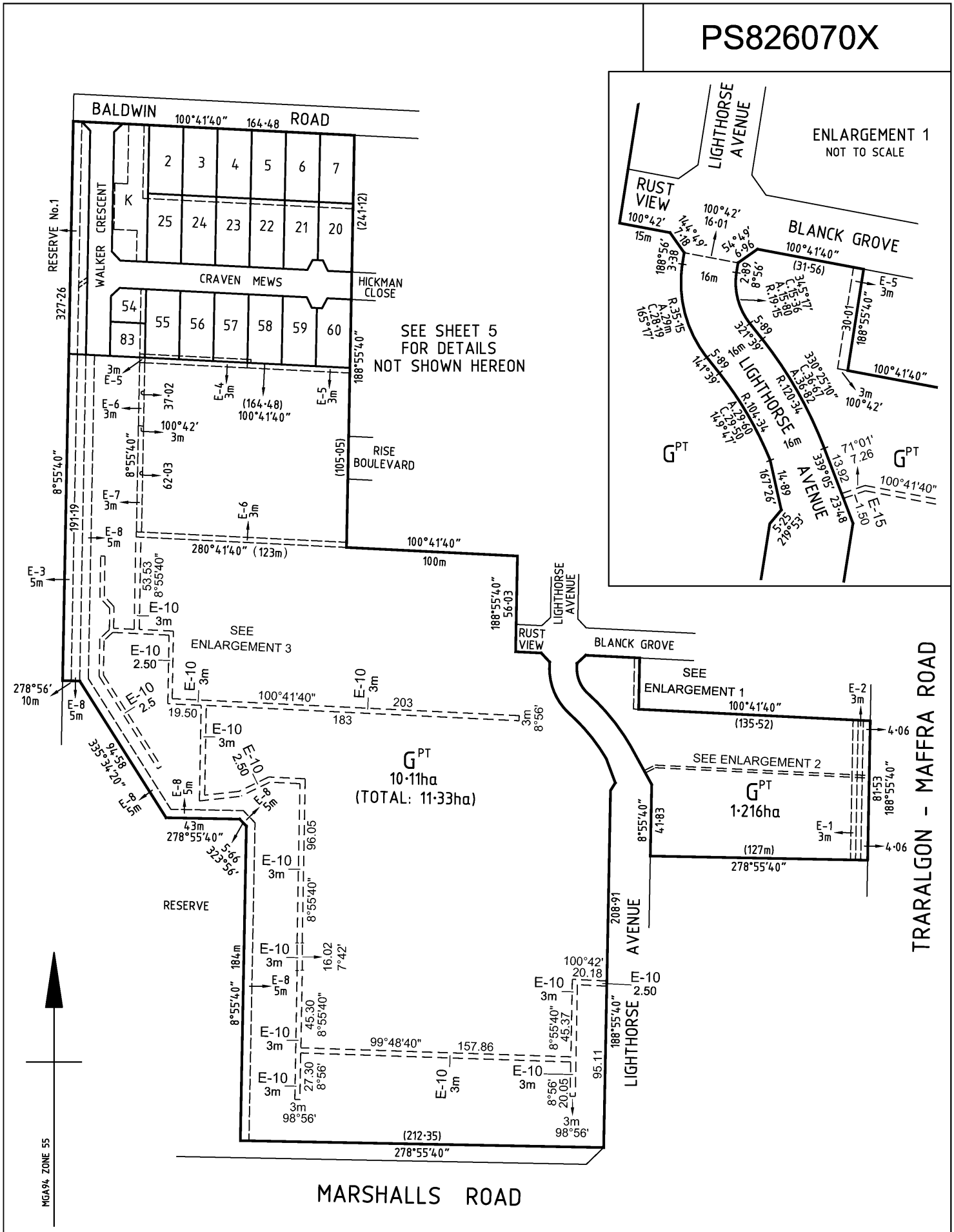
EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 & E-13	PIPELINE	SEE DIAGRAM	G567702	GAS & FUEL CORPORATION OF VICTORIA
E-2 & E-14	GAS DISTRIBUTION & AS SET OUT IN MCP No.AA1261		AK963396P	VIC GAS DISTRIBUTION PTY LTD
E-3	PIPELINE OR ANCILLARY PURPOSES		PS729261G - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-4	PIPELINE OR ANCILLARY PURPOSES		PS732061W - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-5	PIPELINE OR ANCILLARY PURPOSES DRAINAGE		PS732061W - SECTION 136 OF THE WATER ACT 1989 PS732016W	CENTRAL GIPPSLAND REGION WATER CORPORATION LATROBE CITY COUNCIL
E-6	PIPELINE OR ANCILLARY PURPOSES DRAINAGE		PS736287W - SECTION 136 OF THE WATER ACT 1989 PS736287W	CENTRAL GIPPSLAND REGION WATER CORPORATION LATROBE CITY COUNCIL
E-7	PIPELINE OR ANCILLARY PURPOSES		PS736287W - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-8	PIPELINE OR ANCILLARY PURPOSES		THIS PLAN - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-9	DRAINAGE		THIS PLAN	LATROBE CITY COUNCIL

<h2 style="margin:0;">Miller Merrigan</h2> <p style="font-size: small;">Land Development Consultants M(03) 8720 9500 R (03) 5134 8611 www.millarmerrigan.com.au survey@millarmerrigan.com.au SAI GLOBAL Quality ISO 9001</p>	SURVEYOR'S REF: 15534 S2B 11/2/2021 Digitally signed by: Geoffrey John Ladner, Licensed Surveyor, Surveyor's Plan Version (2), 24/02/2021, SPEAR Ref: S161602B	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 5	PLAN REGISTERED TIME: 3:20pm DATE: 17/01/2021 HT H.T Assistant Registrar of Titles
	Amended by: Geoffrey John Ladner, Licensed Surveyor 17/01/2022.		

PS826070X



Millar | Merrigan
 Land Development Consultants
 Millar & Merrigan Pty Ltd ACN 005 541 668
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 Regional 156 Commercial Road, Morwell 3840
 Mail PO Box 247 Croydon, Victoria 3136
 M(03) 8720 9500 R (03) 5134 8611
 www.millarmerrian.com.au
 survey@millarmerrian.com.au
 SAI GLOBAL Quality ISO 9001

SURVEYOR'S REF: 15534S2B 11/2/2021
 Digitally signed by: Geoffrey John Ladner, Licensed Surveyor,
 Surveyor's Plan Version (2),
 24/02/2021, SPEAR Ref: S161602B

ORIGINAL SHEET SIZE: A3
 SHEET 3
 Digitally signed by:
 Latrobe City Council,
 19/05/2021,
 SPEAR Ref: S161602B



Department of Transport and Planning

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Produced 04/03/2026 08:01:52 AM

Status	Registered	Dealing Number	AV290433Q
Date and Time Lodged	01/02/2022 02:52:03 PM		

Lodger Details

Lodger Code	23929E
Name	GOOD MOVE CONVEYANCING
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

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

Privacy Collection Statement

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Land Title Reference

12353/527

Transferor(s)

Name	MARSHALLS ROAD DEVELOPMENTS PTY LTD
ACN	149506776

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 197500.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	WILLIAM JOSEPH
Family Name	FLANAGAN
Address	
Street Number	38
Street Name	ALBERT
Street Type	STREET

Reference :

Secure Electronic Registries Victoria (SERV)

Email: advice.enquiries@servictoria.com.au

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Department of Transport and Planning

Electronic Instrument Statement

Locality	ROSEDALE
State	VIC
Postcode	3847
Given Name(s)	TYLAH BEVERLY BRAMLEY
Family Name	BAUMGARTEN
Address	
Street Number	38
Street Name	ALBERT
Street Type	STREET
Locality	ROSEDALE
State	VIC
Postcode	3847

Covenants

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

Burdened land	the Land
Benefited land	MCP: AA6542
Restrictive covenant	MCP: AA6542
Expiry Date	

Duty Transaction ID

5342500

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

Executed on behalf of	MARSHALLS ROAD DEVELOPMENTS PTY LTD
Signer Name	FRANCIS LIDDICOAT-PITTS
Signer Organisation	PRIOR LAW
Signer Role	LAW PRACTICE
Execution Date	01 FEBRUARY 2022



Department of Transport and Planning

Electronic Instrument Statement

Execution

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

Executed on behalf of	WILLIAM JOSEPH FLANAGAN TYLAH BEVERLY BRAMLEY BAUMGARTEN
Signer Name	ABBY LOUISE BUCKLEY
Signer Organisation	GOOD MOVE CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	01 FEBRUARY 2022

File Notes:

NIL

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

Statement End.



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Memorandum of common provisions
Section 91A Transfer of Land Act 1958

Privacy Collection Statement

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Lodged by	
Name:	HORSEMAN SIM PTY LTD
Phone:	(03) 5135 3300
Address:	154 COMMERCIAL ROAD, MORWELL VIC 3840
Reference:	FCP:IM:200593 - STAGE 2B
Customer code:	16715Q

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

"The Transferees for themselves and their successors and transferees the registered proprietor or proprietors for the time being of the Land hereby transferred and or each part thereof **DO HEREBY COVENANT** with the transferors their successors and transferees the registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No. 826070X and each and every part thereof (other than the Land hereby transferred) that we shall not at any time:-

- (a) In the event that the Land hereby transferred has a land area equal to or less than 600 square metres erect, place, permit, licence or authorise on the Land hereby transferred more than one dwelling house together with the usual outbuildings with such dwelling house to contain a floor area of not less than 100 square metres within the outer walls thereof (calculated by excluding the area of any carport, garage, terrace, pergola, verandah or outbuilding);
- (b) In the event that the Land hereby transferred has a land area greater than 600 square metres erect, place, permit, licence or authorise on the Land hereby transferred more than one dwelling house together with the usual outbuildings with such dwelling house to contain a floor area of not less than 140 square metres within the outer walls thereof (calculated by excluding the area of any carport, garage, terrace, pergola, verandah or outbuilding);
- (c) Erect, place, permit, licence or authorise on the Land hereby transferred any dwelling house other than a dwelling house of which not less than fifty per centum (50%) of the external wall area is constructed of brick, brick veneer, stone, masonry or a foam rendered finish.
- (d) Erect, place, permit, licence or authorise on the Land hereby transferred any dwelling house other than a dwelling house of which the external walls are constructed of a material other than any of materials referred to on Sub-Clause (c) hereof unless the Transferees first obtain the written approval of Marshalls Road Developments Pty. Ltd. which approval may be withheld in its absolute discretion.
- (e) Erect, place, permit, licence or authorise to be erected upon the said Land hereby transferred any building structure or fence constructed wholly or partly of second hand materials apart from secondhand bricks which if used must be covered with cement render;
- (f) Erect, place, permit, licence or authorise to be erected upon the said Land hereby transferred any building structure or fence constructed wholly or partly of materials that are of a reflective nature.

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

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**Memorandum of common provisions
Section 91A Transfer of Land Act 1958****Privacy Collection Statement**

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- (g) Use or permit or allow the Land hereby transferred to become overgrown with grass or weeds or allow any rubbish, car parts, automotive wrecks to be dumped, stored or accumulated on the Land hereby transferred at any time;
- (h) Erect or replace on the Land hereby transferred any boundary fence (other than the front boundary fence) that is constructed of other than a hardwood post and treated pine capping box paling timber fence that has a minimum height of 900mm and a maximum height of 1,800mm.
- (i) Erect, place, permit, licence or authorise on the Land hereby transferred any relocated building.
- (j) Notwithstanding the provisions of paragraphs (a) & (b) hereof, erect more than one dwelling house on the Land hereby transferred unless the Transferors have consented in writing to the Transferees' written request (with such request to be made no later than 5 years from the date of this Transfer) to construct more than one dwelling house on the Land hereby transferred which request the Transferors shall be entitled to refuse in their absolute discretion without being called upon to give any reason for such refusal.
- (k) Allow for any dwelling on the land hereby transferred to be occupied or sold unless a full concrete crossover and driveway has been constructed.
- (l) Occupy any dwelling house constructed on the Land until a full concrete vehicle crossover and has been constructed/installed from the curb at the street frontage of the Land to the street frontage boundary of the Land.

AND IT IS HEREBY AGREED that the benefit of the foregoing covenants shall be attached to and run at law and in equity with the land comprised in Plan of Subdivision No. 826070X so that the burden thereof shall be annexed to and run at law and in equity with the said Land hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said Land as an encumbrance affecting the same and every part thereof.

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987



Lodged by:

Name: Richard Horseman Pty Ltd
 Phone: (03) 5135 3300
 Address: DX 84001 MORWELL
 Reference: FCP:140142
 Customer Code: 11052R

The Responsible 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.

Land: *(volume and folio)*

Volume 11555 Folio 027

Responsible Authority: *(full name and address including postcode)*

Latrobe City Council of 141 Commercial Road, Morwell 3840

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act

A copy of the agreement is attached to this Application.

Date: 4 December 2015

Signature for Responsible Authority:

Name of Officer:

Yvonne Buntin

(full name)

KEEP

THIS AGREEMENT is made the 4th day of December 2015

PARTIES

1. **LATROBE CITY COUNCIL** of 141 Commercial Road, Morwell, VIC 3840 ("Council").
2. **MARSHALLS ROAD DEVELOPMENTS PTY LTD ACN 149 506 776** of 33 Kirk Street, Moe, VIC 3825 ("Owner")

RECITALS

- A. The Owner is the registered proprietor of the Subject Land.
- B. Council is the Responsible Authority for the administration and enforcement of the Scheme pursuant to the Act.
- C. Section 173 of the Act permits a Responsible Authority in its own behalf or jointly with any other person or bodies to enter into an agreement under seal not inconsistent with the Act or the Planning Scheme and which regulates the use or the development of the land or the doing of acts on the land;
- D. The Council has granted the Owner the Planning Permit which Permit allowed certain development on or with the land, but the conditions of which Permit require the Owner to enter into this Agreement pursuant to Section 173 of the Act and that the agreement be registered against title to the owner's land pursuant to Section 181 of the Act; and
- E. The parties enter into this Agreement to facilitate the requirements referred to in Paragraph D above.

THE PARTIES AGREE

1. DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement unless expressed or implied to the contrary:

"**Act**" means the Planning and Environment Act 1987;

"**Agreement**" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

"**Approved**" means approved by the Council;

"**Council**" means the council for the municipal district of the Latrobe City Council;

"**Subject Land**" means the land situated at 145 Traralgon-Maffra Road, Traralgon being the land referred to in Certificate of Title Volume 11555 Folio 027 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

"**Owner**" means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Land or any part of it and includes a Mortgagee in possession;

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

"Permit" means Planning Permit Number 2013/271 (as amended) issued to the Owner by the Council;

"Scheme" means the Latrobe Planning Scheme;

"Tribunal" means the Victorian Civil and Administrative Tribunal.

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2. OWNER'S COVENANTS

2.1 The Agreement

The Owner has pursuant to Condition 8 of the Permit prepared Urban Design Guidelines (the "Guidelines") to all residential lots adjoining public open space areas and the narrowed road pavements along the Traralgon Maffra Road frontage of this site. This includes lots 36, 37, 121, 122 & 130. The Guidelines have been approved by Council. Annexed to this Agreement and endorsed by Council is a copy of the Guidelines marked "Plan Approved" under the Permit. The Council has required that the Guidelines be registered on title pursuant to Section 173 of the Act.

2.2 Notice

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Land.

2.3 Compliance

The Owner covenants to:

- (a) comply with the requirements of all statutory authorities in relation to the development of the Land;
- (b) comply with all statutes, regulations, local laws and planning controls in relation to the Land; and
- (c) take all necessary steps to comply with the obligations of each clause in this Agreement;

2.4 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.

2.5 Council's Costs to be Paid

The Owner covenants to pay immediately on demand to the Council the Council's reasonable costs and expenses (including legal expenses) incidental to the drawing and engrossment, registration, enforcement and release, when applicable, of this Agreement which (until paid) are and remain a charge on the Land.

2.6 Indemnity

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

2.7 Council Access

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

2.8 Registration of Agreement

The Owner agrees to do all things necessary register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgment or other document and to do so at the Owner's own expense and to provide all required proofs to the Council of the due registration thereof.

3. EFFECT OF AGREEMENT

3.1 Agreement under Section 173 of the Act

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement that this Agreement is made pursuant to Section 173 of the Act.

3.2 Agreement runs with the Land

This Agreement will come into force and effect as from the date of this Agreement and the benefit and burden of this Agreement will run with and be annexed to the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor for the time being of the Land.

3.3 Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme.

4. OWNER'S WARRANTIES

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

5. SUCCESSORS IN TITLE

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

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

6. NOTICES

Any notice or other communication required or permitted to be served on any other party must be in writing and may be served or given by:

- (a) delivering it personally or sending it by pre-paid post to that party at its address as set out in this Agreement or to such other address as that party may nominate in writing from time to time; or
- (b) sending it by email to that party provided that a communication sent by email shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post;

and the notice of communication will be deemed to have been served or given:

- (c) if delivered personally, on the date of delivery;
- (d) if sent by email, on the date on which the sending party's email records that the email has been despatched; and
- (e) if sent by email, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

7. FURTHER ASSURANCE

Each of the parties to this Agreement will sign and execute all further documents and deeds and do all acts and things as will reasonably be required to effect the terms and conditions contained in this Agreement.

8. NO WAIVER

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

9. SEVERABILITY

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

10. GOVERNING LAW

This Agreement is governed by and will be construed in accordance with the laws from time to time in force in the State of Victoria.

11. DISPUTES

11.1 In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such dispute shall be referred to the Tribunal



for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the act, such disputes shall be and is hereby referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.

11.2 Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation to such provision, the dispute shall be referred to the Tribunal in accordance with the Act.

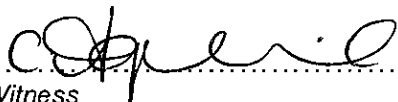
11.3 The parties shall be entitled to legal representation for the purposes of any arbitration or referred to in clauses 11.1 and 11.2 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

12. NO FETTERING OF RESPONSIBLE AUTHORITY'S POWERS

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

EXECUTED AS A DEED PURSUANT TO SECTION 174(1) OF THE ACT

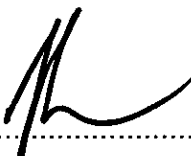
Signed for and on behalf of Latrobe City Council by Gary Van Driel pursuant to Instrument of Delegation dated 12 June 2015 in the presence of:


.....
Witness

)
)
)
)
)
)
)
.....
Gary Van Driel
Chief Executive Officer

Signed by **MARSHALLS ROAD DEVELOPMENTS PTY LTD ACN 149 506 776** by being signed by Pearse Joseph Morgan pursuant to a Power of Attorney dated 12 November 2014 which is in the form authorised by Victorian legislation and of which the attorney has no notice of revocation in the presence of:


.....
Witness

+ 
.....
Pearse Joseph Morgan

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THE RISE ESTATE URBAN DESIGN GUIDELINES

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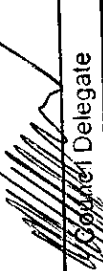


PLANNING & ENVIRONMENT ACT 1987
LATROBE CITY COUNCIL

Plan Approved Under
Planning Permit No 2013/271

Sheet ___ of ___ sheet(s)

Date: 19/11/2015


Councillor Delegate

Version	Date	Description	Author	Approved
1	October 2014	Dra for comment	Tom Vercoe	Nick Anderson
2	December 2014	Issued for Endorsement	Tom Vercoe	Nick Anderson
3	August 2015	Amended in accordance with Council feedback.		Nick Anderson
4	September 2015	Amended in accordance with Council feedback.		Nick Anderson

ABN 194 748 327 43
Metro Level 1, Queens Road, Melbourne 3004
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Telephone: 03 5143 0340
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1 Introduction & Application

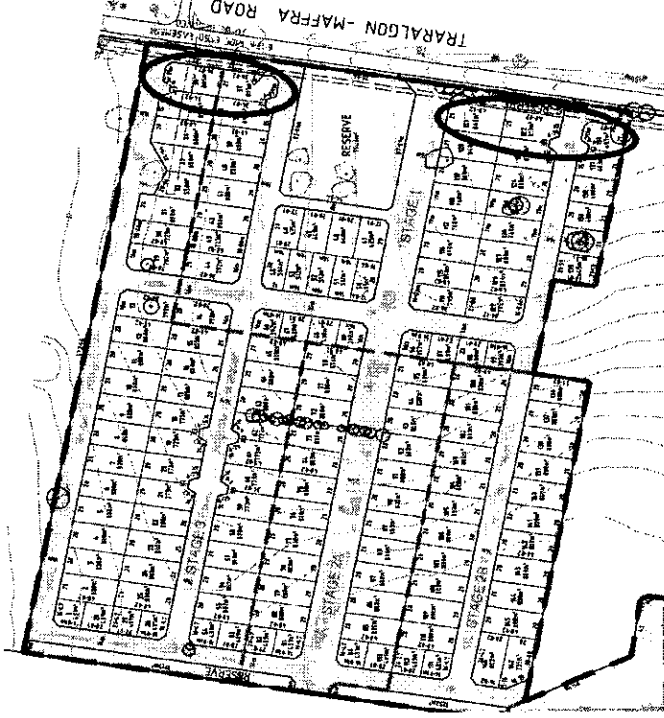
These design guidelines have been prepared in accordance with the requirements of Condition 8 of Planning Permit 2013/271.

These Design Guidelines are to apply to Lots 36, 37, 121, 122 and 130 as outlined at Figure 1.

The guidelines set out a number of signing and design requirements to ensure that development responds appropriately to the public domain and offers a high standard of development consistent with the preferred character of the area.

Any development on the subject lots must be in accordance with the design guidelines except with the written consent from Latrobe City Council.

Figure 1 - Lots affected by Design Guidelines.

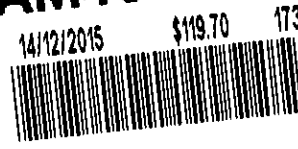


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THE RISE ESTATE URBAN DESIGN GUIDELINES

2 Objectives

The key intent of the Design Guidelines is to ensure that the interface between residential lots and the public realm is managed appropriately.

Condition 8 of Planning Permit 2013/271 requires design guidelines to be prepared for all residential allotments adjoining public open space areas and narrowed road pavements along the Traralgon-Maffra Road frontage of the site. Condition 8 makes specific reference to Lots 36, 37, 121, 122 and 130 and details that the guidelines must include the following:

- a) Where appropriate, specific to that dwellings must not present 'side fences' to the public open space areas or to Traralgon Maffra Road. If unavoidable, part (b) of the design guidelines should apply;
- b) Specific to that boundary fencing adjoining public open space reserves and lots adjoining Traralgon Maffra Road must be no higher than 1.2m high or constructed in material with at least 75% permeability to the satisfaction of the Responsible Authority;
- c) Guidance as to appropriate building materials, design, garaging, fencing and landscaping to activate all frontages;
- d) Requirement that any development on the relevant lots must be in accordance with the design guidelines except with written consent from Council.

In implementing this condition, the objectives of the design guidelines are:

- Appropriate fencing treatment to provide surveillance to public spaces;
- Appropriate dwelling design that overlooks the public spaces, creates visual interest and contributes to an attractive streetscape;
- Ensuring that landscaping is a key consideration early in the dwelling design process.

Implementation of the following guidelines will ensure the highest quality design outcomes for the The Rise Estate are achieved.

Figure 2 identifies the lot frontages that the design guidelines specifically relate to.

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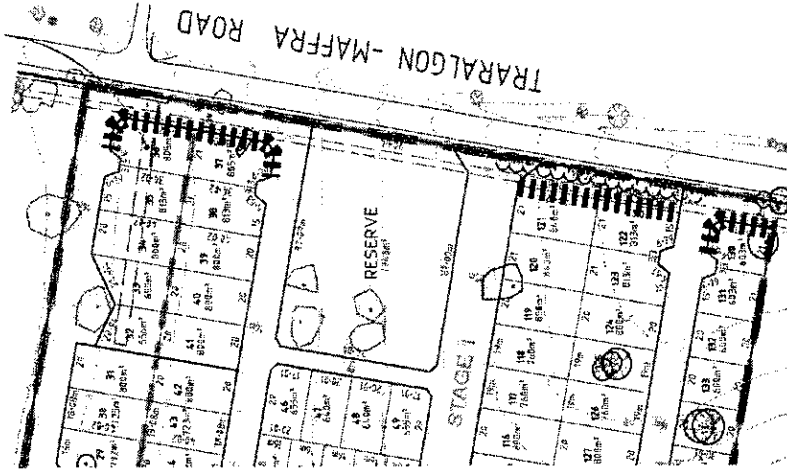
3 Guidelines

The guidelines on the following pages are provided to inform the development of lots affected by the design guidelines.

It is noted that these guidelines should be considered in addition to the requirements of the Latrobe Planning Scheme (particularly Clauses 54 and 55), as well as the *Safer Design Guidelines for Victoria* and the *Guidelines for Higher Density Residential Development*, prepared by the former Department of Sustainability and Environment.

Figure 2. Lots frontages that are subject to these design guidelines.

||||| Lot frontage specifically referenced in Condition 8



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3.1 Guideline 1 - No Side Fencing

Pursuant to Condition 8(a), dwellings must not present side fences to the public open space areas or to Traralgon-Maffra Road. In the instance that some form of fencing is unavoidable, then Guideline 2 applies. Instances where some form of fencing would be unavoidable include where views to/from private open space require buffering to promote privacy.

When future landowners are designing dwellings adjacent to public spaces it is important that consideration is given to local areas of private open space to the 'non-active' frontages (i.e. common boundaries between residential allotments).

Figures 3, 4 and 5 provide examples of corner allotments that have been designed with dwellings that address each road frontage (and consequently require no side fencing).

Figure 3 - Guideline 1 example.



Figure 4. Guideline 1 example.

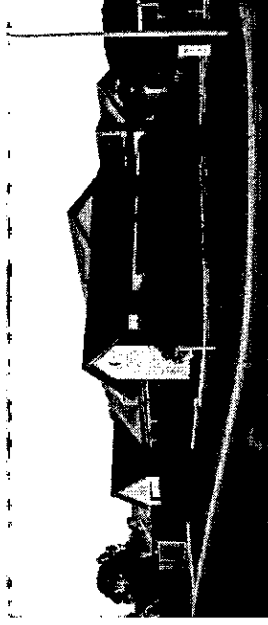


Figure 5. Guideline 1 example.



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3.2 Guideline 2 - Low and Permeable Fencing

Pursuant to Condition 8(b), boundary fencing adjoining public open space reserves and lots adjoining Traralgon-Maffra Road must be no higher than 1.2m or constructed in material with at least 75% permeability to the satisfaction of the Responsible Authority.

A combination of permeable fencing and feature landscaping can assist in providing a quality streetscape and maximising appeal of these lots. In the context of these design guidelines, feature landscaping would include the planting of small shrubs and trees in the area adjacent to the fence line (refer to Figure 6).

Figures 6 and 7 provide an example of fencing treatments encouraged as part of Guideline 2, whilst Figure 8 provides an example of fencing which is actively discouraged.

Figure 6. Preferred fencing example which incorporates feature landscaping.



Figure 7. Guideline 2 example of permeable fencing.

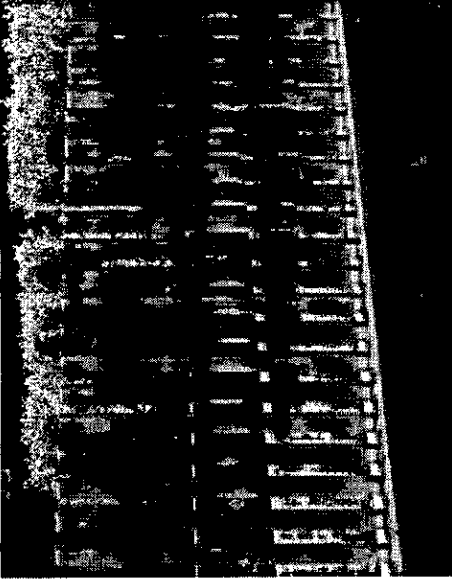
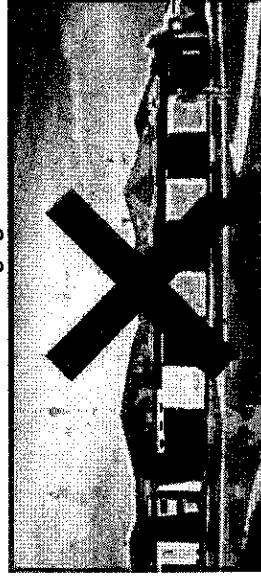


Figure 8. Example of poor fencing interface which is inconsistent with these design guidelines.



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3.3 Guideline 3 - Interface Design

Pursuant to Condition 8(c), Guideline 3 provides guidance as to appropriate building materials, design, garaging, fencing and landscaping to activate all frontages.

3.3.1 Built Form and Materials

Buildings are to be designed to overlook the public realm at ground level and from upper floors to provide for passive surveillance, and are to be appropriately setback from side boundaries abutting public open space to allow adequate space for landscaping. The default setback adopted by these guidelines is 1m, although this may be varied following the preparation of a detailed landscape plan. Service areas containing bins, storage sheds, etc. must be screened so that they are not visible from the street or areas of public open space.

Buildings facades, particularly those which face areas of open space, are to be suitably articulated (refer to Figure 9 for an example). This is to be achieved by recessing upper stories and utilising changes in materials, textures, finishes and windows. All buildings are to be constructed of high quality materials that seek to soften the look of built form and help the development to integrate with the surroundings.

3.3.2 Garages

Garages are to be designed and sited to ensure they are not dominant upon the street frontage. This is to be achieved by ensuring that garages do not protrude beyond the front facade of a dwelling. In addition to this, garages are not to abut areas of public open space unless they are suitably setback and a landscape treatment is employed to soften the look of built form.

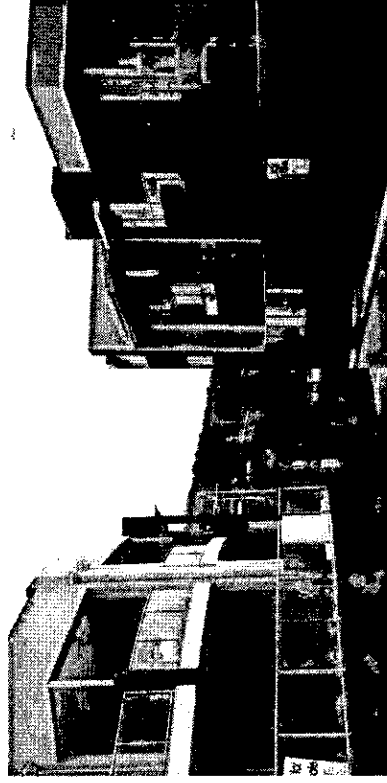
3.3.3 Fencing and Landscaping

Fencing on side boundaries should have regard to topography and incorporate landscaping as a way of screening hard surfaces. Along active frontages (i.e. a boundary adjacent to a street and/or area of public open space), any fencing is to be semi permeable (in accordance with Guideline 2) and must complement the design of the dwelling.

No high, non-permeable fences (e.g. paling) are to be constructed along an active frontage and all fences are to be finished in materials which complement the streetscape. The extent of fencing may vary between lots and is dependent on the design of the dwelling and the local nature of its private open space.

Where lots have a side abutment to reserves a mix of fencing treatments is to be utilised in conjunction with landscaping to create an articulated public domain with high levels of surveillance, whilst also maintaining secluded private open space (refer to Figure 10).

Figure 9 - Guideline 3 examples.



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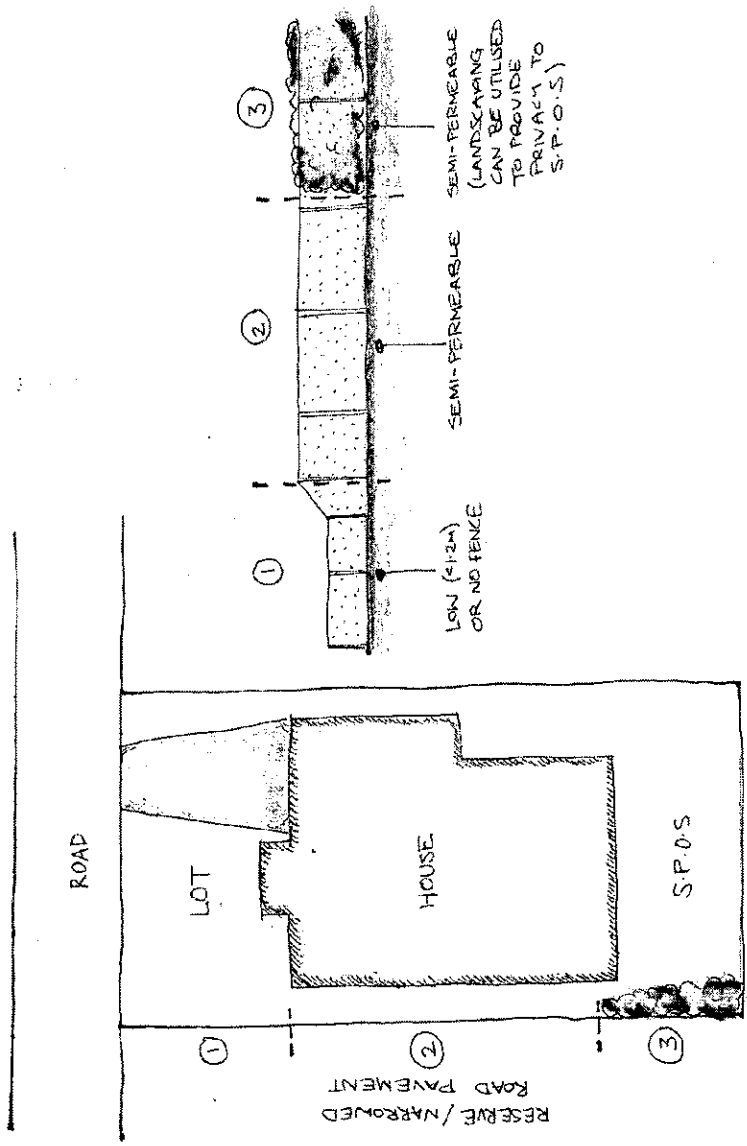
THE RISE ESTATE URBAN DESIGN GUIDELINES

AM405287T

14/12/2015 \$119.70 173



Figure 10 - Guideline 3 Preferred Fencing Sketch.



NBAgroup

4 Conclusion

Development on allotments adjacent to public open space must be in accordance with these design guidelines. Guideline 1 seeks to actively discourage side fencing, Guideline 2 seeks to ensure that where some form of side fencing is unavoidable it is low and/or semi-permeable in nature, whilst Guideline 3 provides guidance in relation to interface design. Together these guidelines seek to achieve the objective of encouraging active frontages between residential allotments and areas of open space.

AM405287T

14/12/2015 \$119.70 173





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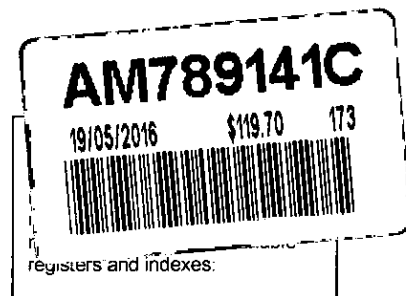
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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987



Form 21

Lodged by:

Name: MADDOCKS
Phone: 9258 3555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: TGM:A01C:6369453
Customer Code: 1167E

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

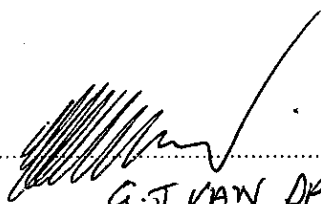
Land: Volume 11555 Folio 027

Responsible Authority: LaTrobe City Council, 141 Commercial Road, Morwell, Victoria

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: _____


G.J. VAN DRIBEL

Name of officer: _____

CEO

Position Held: _____

Date: _____

12th May 2016



Maddocks

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Melbourne Victoria 3000 Australia

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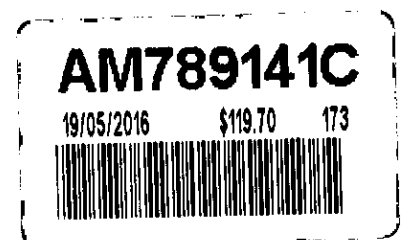
Date 12 / 05 / 2016

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 145 Traralgon-Maffra Road, Traralgon

Latrobe City Council
and

Marshalls Road Developments Pty Ltd
ACN 149 506 776





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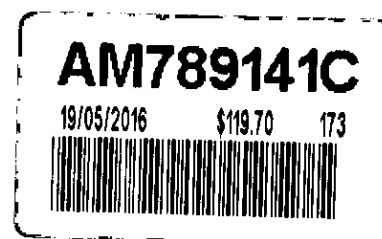
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Agreement under section 173 of the Planning and Environment Act 1987

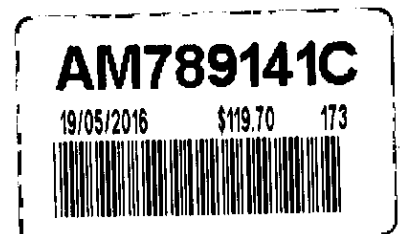
Dated 12 / 5 / 2016

Parties

Name	Latrobe City Council
Address	141 Commercial Road, Morwell, Victoria
Short name	Council
Name	Marshalls Road Developments Pty Ltd (ACN 149 506 776)
Address	Lot 1, Firmins Lane, Morwell, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council enters into this Agreement in its capacity as the responsible authority for the Subject Land.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. The Subject Land is covered by Schedule 7 to the Development Plan Overlay.
- E. The Development Plan has been approved for the Subject Land. The Development Plan Contributions Schedule specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Owner has prepared a Schedule of Development Contributions which specifies the development contributions payable to Council with respect to the development authorised under the Planning Permit.
- G. Council has issued the Planning Permit allowing the subdivision of the Subject Land. Condition 40 of the Planning Permit includes a requirement for the provision of infrastructure contributions.
- H. The Owner has asked Council for permission to carry out certain Infrastructure Projects which are specified in the Development Plan Contributions Schedule.
- I. Council has agreed that the Owner may:
 - I.1 carry out the Infrastructure Projects; and
 - I.2 transfer the Project Land to Council,



in return for a credit against its development contribution liability under the Planning Permit as specified in the Development Plan Contributions Schedule.

- J. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Adjustment Index means the Building Price Index, Melbourne as published in the latest edition of Rawlinsons Australian Construction Handbook or if this index is not available by reference to the Australian Bureau of Statistics (ABS) Producer Price Index, Output of General Construction Industry – Victoria publication series 6427.0 Tables 15 and 16 or if this index is not available to the nearest like index published by the ABS for Melbourne or Victoria.

Agreed Land Value means the Agreed Land Value specified in Schedule 2.

Agreement means this agreement and includes this Agreement as amended from time to time.

Annual Valuation means the valuation of land acquisition items identified within the Development Plan, as conducted annually on behalf of Council before 1 July each year in accordance with the Development Plan.

Approved Plans means the Designs of an Infrastructure Project approved by Council under clause 8.5 of this Agreement.

Bank Guarantee means a bank guarantee or other form of security to the satisfaction of Council in the amount set out in Schedule 4.

Building Permit means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

Certificate of Practical Completion means a written certificate issued by Council for an Infrastructure Project stating that an Infrastructure Project or a specified stage of the Infrastructure Project has been completed to the satisfaction of Council.

Community Infrastructure Levy means the community infrastructure levy specified in clause 6.2.2.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Credit means a credit in the amount of the Credit Value for the relevant Infrastructure Project or the relevant Land Acquisition Project against the Owner's Development Infrastructure Levy for the Subject Land as set out in Schedule 1 or Schedule 2 as the case may be.



Credit Value means the value of an Infrastructure Project or a Land Acquisition Project as the case may be means the amount specified in the relevant column of the table in Schedule 1 or Schedule 2.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Designs means the detailed design and engineering plans and specifications of an Infrastructure Project approved by Council under clause 8.5.

Developable Land means the area of land identified as developable land in the Development Plan Contributions Schedule.

Development Infrastructure Levy means the development infrastructure levy specified in clause 6.2.1, as adjusted in accordance with the terms of this Agreement.

Development Plan means the Traralgon North Development Plan (DP) & Development Contributions Plan (DCP) Final Report (September 2013), or such other development plan approved by Council from time to time.

Development Plan Contributions Schedule means the developer contributions schedule specified in Schedule 1.

Drainage Levy means the drainage levy specified in clause 6.2.3, as adjusted in accordance with the terms of this Agreement.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

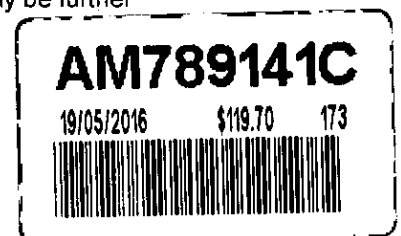
Equalisation Payment means the amount specified in Schedule 3 as the equalisation payment required to be paid either by the Owner or Council as the case may be.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended from time to time.

Indexation means an annual adjustment to an amount carried out:

- in accordance with the Adjustment Index;
- on the 1st of July each year.

Infrastructure Project means a project to be delivered by the Owner under this Agreement, identified in the relevant column of the table to Schedule 1 and which may be further illustrated and defined in a plan annexed to this Agreement.



Infrastructure Project Value means the Infrastructure Project Value specified in the relevant column of the table in Schedule 1.

Land Acquisition Project means a land project described in Schedule 2.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, Localised infrastructure does not include the infrastructure required for the Infrastructure Projects or other infrastructure that is in the nature of regional or state infrastructure.

Maintenance Period means the period specified in Schedule 6 for each specified category of Infrastructure Project commencing on the date of the Certificate of Practical Completion of an Infrastructure Project to Council.

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

Open Space Land means land for public open space land which is not an Infrastructure Project or Land Acquisition Project but is subject to an Equalisation Payment.

Open Space Land Value means the amount specified in Schedule 3 as the open space land value.

Over Provision means the amount by which the Credit to which the Owner is entitled in accordance with this Agreement exceeds the Owner's liability to pay the Development Infrastructure Levy, Community Infrastructure Levy or Drainage Levy in respect of the Subject Land.

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

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

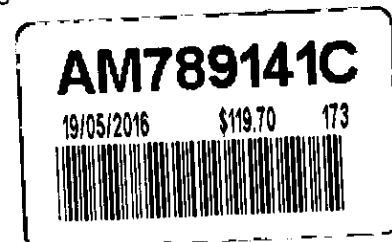
Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Phase 1 means any development within the area shown on the Public Infrastructure Plan as 'Phase 1' or the like which would result in an obligation to make development contributions to Council in accordance with the Development Plan.

Phase 2 means any development within the area shown on the Public Infrastructure Plan as 'Phase 2' or the like which would result in an obligation to make development contributions to Council in accordance with the Development Plan.

Phase 2 Credit means a credit in respect of the Owner's development infrastructure levy, community infrastructure levy and drainage levy liabilities with respect to land within Phase 2.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.



Planning Permit means the planning permit specified in Schedule 5 as amended from time to time.

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

Provision Trigger means the provision trigger set out in the relevant columns of Schedules 1, 2 or 3 as the case may be.

Public Infrastructure Plan means the plan labelled 'Development Contributions Plan: Traralgon North Development Plan (DP) & Development Contributions Plan (DCP) 145 Traralgon-Maffra Road, Traralgon 3844 Parish of Traralgon (15534M2 Version 4)' prepared by Millar & Merrigan and dated 5 February 2016, which is attached to this Agreement and marked as Annexure 1.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

Schedule means a schedule to this Agreement.

Schedule of Development Contributions means the schedule of development contributions approved by Council which detail the development contributions to be made with respect to development authorised under the Planning Permit.

Stage is a reference to a stage of subdivision of the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act 1988*.

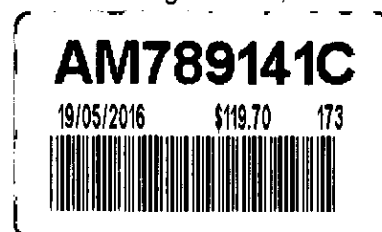
Subject Land means all of the land described in Schedule 5 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Tribunal means the Victorian Civil and Administrative Tribunal.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;



- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 record the terms on which the Owner agrees to pay the Development Infrastructure Levy, the Community Infrastructure Levy and the Drainage Levy;
- 3.2 record the terms and conditions on which Council agrees to the Owner undertaking any Infrastructure Project and any Land Acquisition Project in lieu of the cash payment of the Development Infrastructure Levy;
- 3.3 to record the terms and conditions on a Land Acquisition Project will be provided to Council;
- 3.4 to record the Equalisation Payment;
- 3.5 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

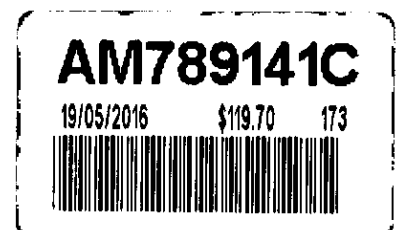
4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have consented to the subdivision of the Subject Land without the payment of the Development Infrastructure Levy, the Community Infrastructure Levy and the Drainage Levy;
- 4.2 Council would not have consented to the Owner undertaking the Infrastructure Projects without requiring this Agreement; and
- 4.3 the Owner has elected to enter into this Agreement in order procure Council's agreement to the Owner to carrying out the Infrastructure Projects as works in lieu of the payment of cash levies.

5. Agreement required

The Parties agree that this Agreement will continue to be required until Council confirms in writing that it is no longer required.



6. Owner's specific obligations

6.1 Implementation

The Owner covenants and agrees that subject to this Agreement, the Owner must pay:

- 6.1.1 the Development Infrastructure Levy in accordance with the terms of this Agreement;
- 6.1.2 the Community Infrastructure Levy in accordance with the terms of this Agreement; and
- 6.1.3 the Drainage Levy in accordance with the terms of this Agreement.

6.2 Amount of Infrastructure Contribution

- 6.2.1 The Owner covenants and agrees that the Development Infrastructure Levy as at July 2015 is the amount of \$146,630.74 per hectare of Developable Land.
- 6.2.2 The Owner covenants and agrees that the Community Infrastructure Levy as at the date of this Agreement is the amount of \$900 in respect of each Residential Lot.
- 6.2.3 The Owner covenants and agrees that the Drainage Levy as at July 2015 is the amount of \$35,263.20 per hectare of Developable Land.

6.3 Indexation of contributions

The Owner covenants and agrees that:

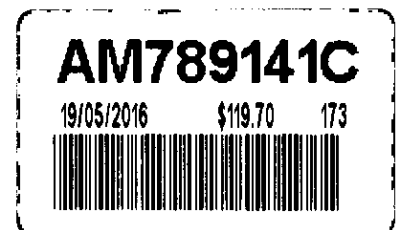
- 6.3.1 the Development Infrastructure Levy; and
- 6.3.2 the Drainage Levy,

will be indexed as of 1 July each year by the Adjustment Index.

6.4 Time for payment of contributions

The Owner covenants and agrees that:

- 6.4.1 the Owner must pay the Development Infrastructure Levy in respect of the developable area in a stage of a subdivision within 7 days prior to the issue of a Statement of Compliance in respect of the Plan of Subdivision for that Stage.
- 6.4.2 the Owner must pay the Community Infrastructure Levy in respect of the Residential Lots in a stage of a subdivision at least 7 days prior to the issue of a Statement of Compliance in respect of any Plan of Subdivision which contains Residential Lots.
- 6.4.3 the Owner must pay the Drainage Levy in respect of the developable area in a stage of a subdivision within 7 days prior to the issue of a Statement of Compliance in respect of the Plan of Subdivision for that Stage.



7. Payment of Development Infrastructure Levy

The Parties agree that the Owner shall not be required to pay the Development Infrastructure Levy and the Drainage Levy in cash until the exhaustion of any Credits it is entitled to under this Agreement.

8. Works in kind – Infrastructure Projects

8.1 Construction of Infrastructure Projects

The Owner must construct the Infrastructure Projects:

- 8.1.1 in accordance with the Designs approved by Council under clause 8.5 ;
- 8.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 8.2; and
- 8.1.3 to the satisfaction of Council.

8.2 Time for completion of Infrastructure Projects

If the Owner does not meet the specified Provision Trigger for an Infrastructure Project, Council in its capacity as responsible authority may:

- 8.2.1 at its absolute discretion, in writing, extend the timeframe; or
- 8.2.2 refuse to issue any Statements of Compliance until the Infrastructure Project is completed to the satisfaction of Council.

8.3 Obligation to complete Infrastructure Projects once commenced

When the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project regardless of whether the total cost of completing the Infrastructure Project exceeds the Credit Value of the Infrastructure Project.

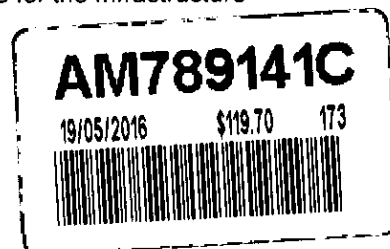
8.4 Credit Value of an Infrastructure Project

The Parties agree that the Credit Value of an Infrastructure Project is a fixed amount subject only to Indexation.

8.5 Design of Infrastructure Projects

The Owner agrees that:

- 8.5.1 the Owner must, at the full cost of the Owner, prepare the Designs of the Infrastructure Projects and submit the Designs to Council and any other relevant authorities for approval;
- 8.5.2 approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans; and
- 8.5.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects..



8.6 Variation of Approved Plans

The Owner agrees that upon the approval by Council of the Designs there will be no further variations to the Approved Plans without the prior written consent of Council.

8.7 Construction of Infrastructure Projects

In carrying out the Infrastructure Projects:

- 8.7.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects;
- 8.7.2 Council is released from liability to pay and held harmless in respect of any costs beyond the Credit Value of the Infrastructure Project.

8.8 Maintenance of Infrastructure Projects

Upon completion of an Infrastructure Project the Owner must maintain the Infrastructure Project in good order and repair for the duration of the Maintenance Period to the satisfaction of Council.

9. Certificate of Practical Completion

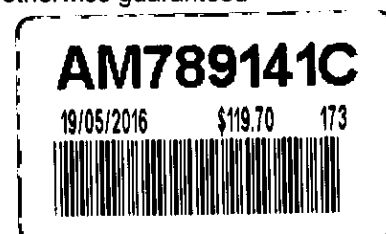
9.1 Certificate of Practical Completion

Council agrees that it will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement, has been completed to the satisfaction of Council in accordance with this Agreement.

9.2 Procedure for Certificate of Practical Completion

The Parties agree that:

- 9.2.1 the Owner must notify Council upon the completion of an Infrastructure Project;
- 9.2.2 Council will use its best endeavours to inspect the Infrastructure Project within 14 days of receiving written notice from the Owner that an Infrastructure Project has been completed;
- 9.2.3 if Council is not satisfied that an Infrastructure Project meets the requirements of clause 9.3, Council may refuse to issue a Certificate of Practical Completion;
- 9.2.4 if Council refuses to issue a Certificate of Practical Completion, Council will advise the Owner:
 - (a) the manner in which the Infrastructure Project has not been satisfactorily completed; and
 - (b) the work required to satisfactorily complete the Infrastructure Project;
- 9.2.5 Council may, notwithstanding a minor non-compliance, determine to issue a Certificate of Practical Completion if Council is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed to its satisfaction.



9.3 Standard of work

In addition to any other requirement in this Agreement, the Owner agrees that all work for an Infrastructure Project must:

- 9.3.1 accord with the Approved Plans unless otherwise agreed in writing by Council;
- 9.3.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 9.3.3 comprise best industry practice to the extent required by the Approved Plans;
- 9.3.4 not encroach upon any land other than the land shown in the Approved Plans; and
- 9.3.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council.

9.4 Construction Procedures

The Parties agree that:

- 9.4.1 before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or undertaking any maintenance or repair of defects in respect of the Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:
 - (a) consent of the owner of land to access such land;
 - (b) satisfied any condition of such consent; and
 - (c) in place all proper occupational health and safety plans as may be required under any law of the State of Victoria;
- 9.4.2 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

9.5 Obligations following Certificate of Practical Completion

Following the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner:

- 9.5.1 must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
- 9.5.2 must provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 9.5.3 is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council until the end of the Maintenance Period or the transfer of the land containing the Infrastructure Project or the transfer of the Infrastructure Project in accordance with clause 12 whichever is the later.



10. Project Land

10.1 Transfer or vesting of Project Land

The Owner must transfer to or vest in Council any Land Acquisition Project:

- 10.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 10.2;
- 10.1.2 free of all encumbrances, including any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 10.1.3 in a condition that is to the satisfaction of Council.

10.2 Time for transfer or vesting of Project Land

If the Owner does not meet the Provision Trigger for any Land Acquisition Project, Council may:

- 10.2.1 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Project Land has been transferred to or vested in Council; or
- 10.2.2 at its absolute discretion, in writing, extend the timeframe.

10.3 Agreed Land Value for Project Land

The Owner agrees that:

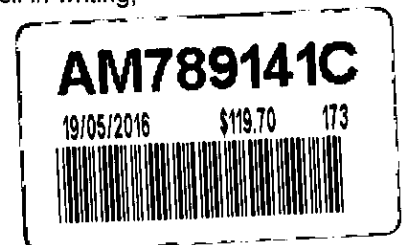
- 10.3.1 the Agreed Land Value of a Land Acquisition Project:
 - (a) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
 - (b) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Acquisition Project; and
- 10.3.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value of a Land Acquisition Project, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition and Compensation Act 1986 or for any other category of or form of loss or compensation in respect of the Land Acquisition Project.

11. Public Open Space

11.1 Open Space Land

The Owner must transfer to or vest in Council for municipal purposes the Open Space Land:

- 11.1.1 in accordance with the relevant Provision Trigger set out in Schedule 3 of the Open Space Land unless a different date is approved by Council in writing;



11.1.2 free of all encumbrances, including any structure, debris, waste, refuse and contamination, except as agreed by Council;

11.1.3 in a condition that is to the satisfaction of Council.

11.2 Value of Open Space Land

The Owner agrees that:

11.2.1 the Value of Open Space Land:

- (a) is a fixed amount subject to Indexation;
- (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
- (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Open Space Land; and

11.2.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Open Space Land Value, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Open Space Land.

11.3 Equalisation Payment

The Parties agree that:

11.3.1 if an Equalisation Payment is due to the Owner, Council will pay the Equalisation Payment to the Owner within 21 days of the issue of a Statement of Compliance for the final stage of the subdivision of the Subject Land unless a different time is specified in this Agreement or agreed in writing by the Owner;

11.3.2 if an Equalisation Payment under this Agreement is due to Council, the Owner must pay the Equalisation Payment prior to issue of a Statement of Compliance for the respective stage of development of the Subject Land unless a different time is specified in this Agreement or agreed in writing by Council; and

11.3.3 until it is paid, the Equalisation Payment is subject to Indexation.

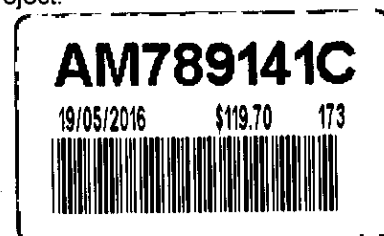
12. Transfer of Ownership of Infrastructure Project

12.1 Transfer

The ownership of a Land Acquisition Project, Open Space Land and Infrastructure Projects will be transferred to Council upon;

12.1.1 the registration of a plan of subdivision in the case of a Land Acquisition Project and Open Space Land; and

12.1.2 upon the issue of a Certificate of Practical Completion in the case of any other Infrastructure Project not also including a Land Acquisition Project.



12.2 Bank Guarantee

The Owner agrees that:

- 12.2.1 prior to the issue of a Statement of Compliance for any Stage, the Owner must provide Council with a Bank Guarantee in respect of the maintenance for any Infrastructure Project within that Stage;
- 12.2.2 if the Owner fails to comply with a written direction from Council to undertake maintenance to an Infrastructure Project, Council may at its absolute discretion use the Bank Guarantee to correct any defects; and
- 12.2.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any defects in the Infrastructure Project.

13. Credit and processing of credits

13.1 Credit

The Parties agree that:

- 13.1.1 the Owner will be entitled to a Credit for the Credit Value of an Infrastructure Project upon the issue of a Certificate of Practical Completion for the Infrastructure Project;
- 13.1.2 the Owner will be entitled to a Credit for the Agreed Land Value of a Land Acquisition Project upon the transfer or vesting of the Land Acquisition Project in Council;
- 13.1.3 where the Owner is entitled to a Credit, Council will provide the Owner the Credit Value or Agreed Land Value (as the case may be) as a Credit in accordance with clause 13.2 and clause 13.3.

13.2 Timing for Credit

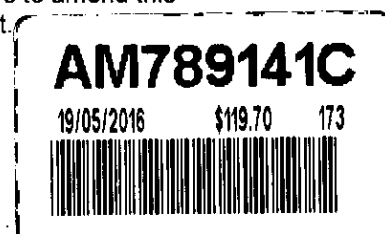
Council will apply the Credit to the Owner's Development Infrastructure Levy upon the latter of:

- 13.2.1 the issue of a Statement of Compliance for the final Stage of subdivision in the development of the Subject Land; or
- 13.2.2 the Owner's completion of all Infrastructure Projects required to be carried out under this Agreement.

13.3 Rollover of Credit and Equalisation Payment

The Parties agree that, if the Owner is entitled to a Credit or an Equalisation Payment and the Owner agrees:

- 13.3.1 Council may at its absolute discretion, apply such Credit or Equalisation Payment towards a development infrastructure levy for any other parcel of land not being part of the Subject Land but which is covered by the Development Plan Contributions Schedule and owned by the Owner;
- 13.3.2 if a Credit or an Equalisation Payment is to be applied to any other land parcel under clause 13.3.1, the Parties agree to use their best endeavours to amend this Agreement or enter into a new agreement providing for that Credit.



13.4 Exhaustion of Credit

When the amount of the Development Infrastructure Levy, Community Infrastructure Levy or Drainage Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

- 13.4.1 Council must notify the Owner in writing that the Credit has been exhausted;
- 13.4.2 in relation to the Stage, the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of the Credit remaining, prior to the issue of a Statement of Compliance for that Stage; and
- 13.4.3 in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash before the issue of a Statement of Compliance for each Stage but not less than 7 days prior to the issue of a Statement of Compliance for each Stage unless otherwise agreed by Council.

13.5 Reimbursement for Over Provision

The Parties agree that:

- 13.5.1 Council is under no obligation to reimburse the Owner for the Over Provision;
- 13.5.2 despite clause 13.5.1, any Over Provision for Phase 1 will be treated by Council as a Phase 2 Credit; and
- 13.5.3 the Owner may apply to Council to offset any over provision of public open space against a future liability to make a public open space contribution with respect to the subdivision of neighbouring land.

14. Localised Infrastructure

The Parties acknowledge and agree that:

- 14.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Plan Contributions Schedule and not Localised Infrastructure; and
- 14.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

15. Further obligations of the Parties

15.1 Transaction costs

Where the Owner is required to transfer or vest a Land Acquisition Project or Open Space Land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

15.2 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.



15.3 Further actions

The Owner:

- 15.3.1 must do all things necessary to give effect to this Agreement;
- 15.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 15.3.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

15.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 15.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 15.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 15.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

15.5 Time for determining satisfaction

If Council makes a request for payment of any costs or expenses under clause 15.4, the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

15.6 Interest for overdue money

The Owner agrees that:

- 15.6.1 the Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 15.6.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

15.7 Rezoning does not affect Development Plan Schedule

The Parties agree that any future rezoning of the Subject Land to facilitate a supermarket will not affect this Agreement.

16. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.



17. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

18. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

- 18.1 give effect to this Agreement; and
- 18.2 enter into a deed agreeing to be bound by the terms of this Agreement.

19. General matters**19.1 Notices**

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

- 19.1.1 personally on the other Party;
- 19.1.2 by leaving it at the other Party's Current Address;
- 19.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 19.1.4 by email to the other Party's Current Email.

19.2 No waiver

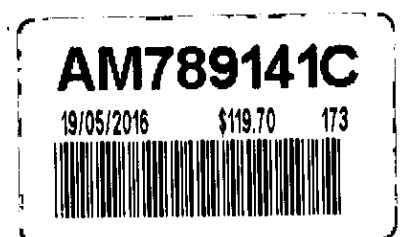
Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

19.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

19.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.



19.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice

19.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

20. GST

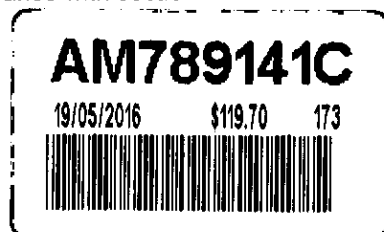
- 20.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 20.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 20.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 20.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 20.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 20.3.

21. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

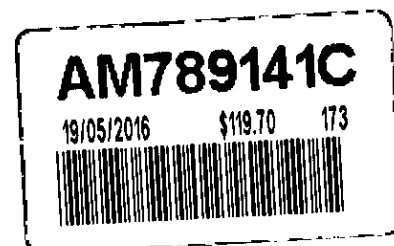
22. Ending of Agreement

- 22.1 This Agreement ends:
- 22.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or
- 22.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 22.2 Notwithstanding clause 22.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 22.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 22.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 22.4 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section



177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.

- 22.5 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 22.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.





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Schedule 1 Development Plan Contributions Schedule

The Development Plan Contributions Schedule is the Developer Contributions Schedule contained in the Traralgon North Development Plan (DP) & Development Contributions Plan (DCP) Final Report (September 2013), as amended from time to time.

Infrastructure Projects

DCP Project Number	Description of the Infrastructure Project	% of project costs	Provision Trigger	Credit Value
DI_RO_4	Intersection Traralgon-Maffra Road and collector road (construction of an unsignalised intersection, including pavement replacement, services relocation and Crown land acquisition)	100%	Prior to a Statement of Compliance for Stage 2A	\$1,748,833.00
DI_OS_2 (Part)	Provision of open space improvements (to reserves fronting Traralgon-Maffra Road created by Stage 1 as shown on the Public Infrastructure Plan)	11%	Prior to a Statement of Compliance for Stage 1	\$275,859.00
DI_TR_4 (Part)	Shared path within Stage 1 – internal connector streets (construction of a shared path along internal connector streets). 212 metres of path to be provided.	14.1%	Prior to a Statement of Compliance for Stage 1	\$39,644.00
DI_OS_2c (Part)	Passive open space improvements (Reserve to Stage 2A)	28.9%	Prior to a Statement of Compliance for Stage 2A	\$723,537.00
DI_DR_1a	Drainage works: retarding basin within Development Plan area (construction of drainage works for a retarding basin within the Development Plan area)	27.3%	Prior to a Statement of Compliance for Stage 2A	\$431,251.00

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DCP Project Number	Description of the Infrastructure Project	% of project costs	Provision Trigger	Credit Value
DI_TR_5 (Part)	Shared path within Stage 2A – linear open space (construction of shared paths within linear open space reserves (north-south linear reserves central to the site affecting properties 12 and 13, and north-south along Traralgon Maffra Road); 470 metres of path)	39.1%	Prior to a Statement of Compliance for Stage 2A	\$87,890.00
DI_TR_5 (Part)	Shared path within Stage 3 – linear open space (construction of shared paths within linear open space reserves (north-south linear reserves central to the site affecting properties 12 and 13, and north-south along Traralgon Maffra Road); 140 metres of path)	11.7%	Prior to a Statement of Compliance for Stage 3	\$26,180.00
DI_DR_1b	Drainage works: retarding basin outside the Development Plan area (north) (construction of drainage works for a retarding basin to the north of the DP area and piping to connect to the Development Plan area)	18.3%	Prior to a Statement of Compliance for Stage 3	\$289,080.00
DI_TR_3	Shared path – Marshalls Road east (construction of a shared path along Marshalls Road east of Gippsland Water Booster Pump Station; 109 metres of path)	22.9%	Prior to a Statement of Compliance for Stage 2A	\$20,383.00
DI_TR_4 (Part)	Shared path within Stage 2A – internal connector streets (construction of a shared path along internal connector streets). 254 metres of path to be provided.	14.1%	Prior to a Statement of Compliance for Stage 2A	\$47,498.00

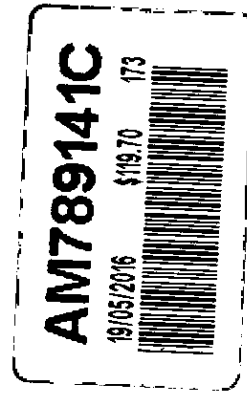
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Schedule 2 Land Acquisition Projects

DCP Project No.	Description of Land Acquisition Project	% of project costs	Provision Trigger	Authority the Project Land is to be transferred to or vested in	Agreed Land Value	Credit Value
DI_LA_8a	Land acquisition – Marshalls Road East (as shown on the Public Infrastructure Plan) facilitating 2 metre widening on the northern side of Marshalls Road	100%	Prior to Statement Compliance for Stage 1	Council	\$30,875.00, or as assessed as part of the most recent Annual Valuation	Agreed Land Value
DI_LA_4	Land for retention basin within Development Plan area (land acquisition of 0.51 hectares for retarding basin) as shown in the Public Infrastructure Plan	100%	Prior to Statement Compliance for Stage 1	Council	\$165,750.00, or as assessed as part of the most recent Annual Valuation	Agreed Land Value
DI_LA_3	Land for retention basin to the north of the Development Plan area (land acquisition (0.2 hectares) for retarding basin to the north of the Development Plan area)	100%	Prior to Statement Compliance for Stage 3	Council	\$4,000.00, or as assessed as part of the most recent Annual Valuation	Agreed Land Value





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Schedule 3 Open Space Land

Open Space Land	Open Space Land Description	Title or plan reference	Area of the Open Space Land	Equalisation Payment for Open Space Land	Timing for Payment/Credit
Stage 1	Linear reserve and pocket park as per the Public Infrastructure Plan	15534M2 Version 4	2.947 Ha	\$957,678 to the Owner	As part of Phase 2
Stage 2A	Linear reserve as per the Public Infrastructure Plan	15534M2 Version 4	0.082 Ha	\$26,650 to Council	As part of Phase 2
Stage 2B	Linear reserve as per the Public Infrastructure Plan	15534M2 Version 4	0.066 Ha	\$21,580 to Council	As part of Phase 2
Stage 3	Linear reserve as per the Public Infrastructure Plan	15534M2 Version 4	0.128 Ha	\$41,480 to Council	As part of Phase 2
Discrepancy	Adjustment based on discrepancy between development plan land budget and actual layout	15534M2 Version 4	1.291 Ha	\$419,532 to the Owner	As part of Phase 2

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Schedule 4 Bank Guarantee

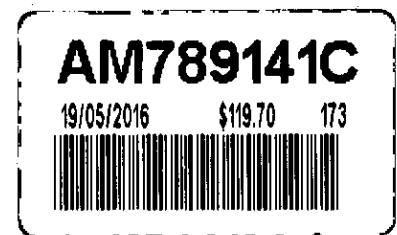
Amount of Bank Guarantee

Type of Works	Amount of Bank Guarantee
road and piped drainage works to become Council's responsibility at the end of the maintenance period	5% of the total cost of the works
Landscape works	As per a quotation for the cost of the maintenance works, as submitted to and approved by Council
Water Sensitive Urban Design treatments	As per a quotation of the cost of the maintenance works, as submitted to and approved by Council



Schedule 5 Subject Land

Address	145 Traralgon-Maffra Road, Traralgon
Certificate of Title Details	Volume 11555 Folio 027
Permit	Planning Permit: No. 2013/271 issued on 16 June 2014

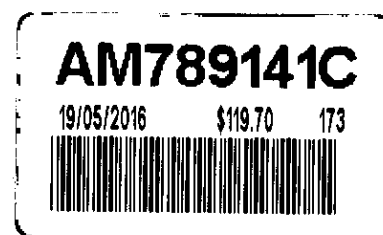


Schedule 6 Maintenance Period for defined categories of infrastructure

12 months for roads and drainage

24 months for landscaping works

24 months for wetlands and water sensitive urban design treatments



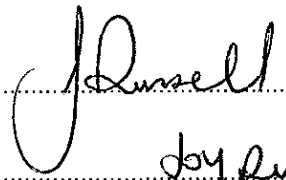
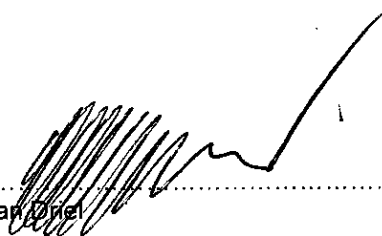
Signing Page

Signed, sealed and delivered as a deed by the Parties.

SIGNED for and on behalf of **LATROBE CITY COUNCIL** by Gary Van Driel pursuant to an Instrument of Delegation dated 15 September 2015

)
)
)
)

Gary Van Driel



(Witness)

Joy Russell

(Name)

Executed by Marshalls Road Developments Pty Ltd ACN 149 506 776 in accordance with s 127(1) of the *Corporations Act 2001*:

)
)

Signature of Sole Director and Sole Company Secretary

Print full name



Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of the Latrobe City Council was hereto affixed this day of in the presence of:-)
)
)
)
)

..... Chief Executive Officer

Executed by Marshalls Road Developments Pty Ltd ACN 149 506 776 in accordance with s 127(1) of the Corporations Act 2001:)
)

David
..... Signature of Sole Director and Sole Company Secretary

David John O'dea
..... Print full name



Mortgagees' Consent

Helen Jean Margolis, Ascensio Pty Ltd, Debe Enterprises Pty Ltd, Mary Lyn Lingerie (Aust) Pty Ltd, Anelida Pty Ltd, Bernadus Wilhelmus Janse, Inna Cymlich, Gerder Nominees Pty Ltd, Rebecca Levy, Faubourg Saint-Honore Pty Ltd, Peter Schulzer and Braham Irwin Hirsh, Survivorship Application AM374406F, Survivorship Application AM374407D as Mortgagee under instrument of mortgage no. AL119226T consent to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed by Helen Jean Margolis in the presence of:)
)

Witness

Executed by Ascensio Pty Ltd ACN 050 164 577 in accordance with s 127(1) of the Corporations Act 2001:)
)

Signature of Director

Signature of Director/Company Secretary

Print full name

Print full name

Executed by Debe Enterprises Pty Ltd ACN 078 424 076 in accordance with s 127(1) of the Corporations Act 2001:)
)

Signature of Sole Director and Sole Company Secretary

Print full name

Executed by May Lyn Lingerie (Aust) Pty Ltd ACN 005 082 280 in accordance with s 127(1) of the Corporations Act 2001:)
)



Signature of Director

Signature of Director/Company Secretary

Print full name

Print full name

Refer to last page

Executed by Anelida Pty Ltd ACN 005 098)
813 in accordance with s 127(1) of the)
Corporations Act 2001:

.....
Signature of Director

.....
Signature of Director/Company Secretary

.....
Print full name

.....
Print full name

Signed by Bernadus Wilhelmus Janse in the)
presence of:)

.....
Witness

Signed by Inna Cymlich in the presence of:)
)

.....
Witness

Executed by Gerder Nominees Pty Ltd)
ACN 005 166 638 in accordance with s 127(1))
of the Corporations Act 2001:

.....
Signature of Director

.....
Signature of Director/Company Secretary

.....
Print full name

.....
Print full name

Signed by Rebecca Levy in the presence of:)
)

.....
Witness



Please refer to last page

Executed by Faubourg Saint-Honore Pty)
Ltd ACN 006 013 556 in accordance with)
s 127(1) of the *Corporations Act 2001*:

.....
Signature of Director

.....
Signature of Director/Company Secretary

.....
Print full name

.....
Print full name

Signed by Peter Schulzer in the presence of:)
.....)

.....
Witness

Signed by Braham Irwin Hirsch in the)
presence of:)
.....)

.....
Witness

Survivorship Application AM374406F

Survivorship Application AM374407D



Refer to last page



SUMMIT PARTNERS

LEGAL ADVISERS & CONSULTANTS

Our Ref: JLS:IS14055

Your Ref:

28 April 2016

The Registrar
Land Titles Office
570 Bourke Street
MELBOURNE VIC 3000

Dear Sirs,

Re: Consent to s.173 Agreement
Mortgagee: Helen Jean Margolis, Ascensio Pty Ltd ACN 050 164 577, Debe Enterprises Pty Ltd ACN 078 424 076, Mary Lyn Lingerie (Aust) Pty Ltd ACN 005 082 280, Anelida Pty Ltd ACN 005 098 813, Bernadus Wilhelmus Janse, Inna Cymlich, Gerder Nominees Pty Ltd ACN 005 166 638, Rebecca Levy, Faubourg Saint-Honore Pty Ltd ACN 006 013 556, Peter Schulzer, Braham Irwin Hirsh

Borrower: Marshalls Road Developments Pty Ltd ACN 149 506 776 in its own right and as trustee for the Marshalls Road Development Trust

Guarantor: David John O'Dea and John Buhagiar

Security Property: 145 Traralgon-Maffra Road, Traralgon VIC 3844
(certificate of title volume 11555 folio 027)

Customer Number: 16421J

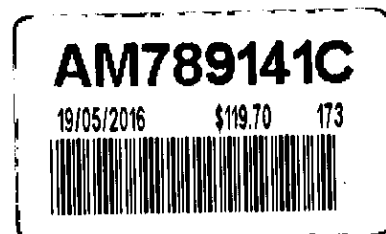
I act on behalf of the Mortgagee under mortgage numbered AL119226T over the above Security Property

I confirm that my clients consent to the registration of the s.173 Agreement dated 12 May 2016 between La Trobe City Council and the Borrower over the Security Property.

Please contact Ju Lee Seet on (03) 9642 0778 if you have any questions.

Yours faithfully
Summit Partners Legal Advisers and Consultants

Ju Lee Seet
Director
jls@summitpartnerslaw.com.au



Liability limited by a scheme approved under Professional Standards Legislation

Suite 2, Level 13
256 Queen Street
Melbourne VIC 3000

Phone (03) 9642 0778
Intl +613 9642 0778
Fax (03) 9642 0786
Web site www.summitpartnerslaw.com.au



Department of Transport and Planning

Electronic Instrument Statement

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Produced 04/03/2026 08:01:54 AM

Status	Registered	Dealing Number	AS485328C
Date and Time Lodged	30/08/2019 09:44:43 AM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	301373-00182

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11691/518

Instrument and/or legislation

RECORD - AGREEMENT
Subdivision Act - section 17

Applicant(s)

Name	CENTRAL GIPPSLAND REGION WATER CORPORATION
Address	
Street Number	55
Street Name	HAZELWOOD
Street Type	ROAD
Locality	TRARALGON
State	VIC
Postcode	3844

Additional Details

Reference :301373-00182

Secure Electronic Registries Victoria (SERV)

Email: advice.enquiries@servictoria.com.au

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AS485328C

Page 1 of 2





Department of Transport and Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	CENTRAL GIPPSLAND REGION WATER CORPORATION
Signer Name	ASTRID DI CARLO
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	30 AUGUST 2019

File Notes:

NIL

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CENTRAL GIPPSLAND REGION WATER
CORPORATION

and

MARSHALLS ROAD DEVELOPMENTS PTY LTD

and

MARSHALLS ROAD DEVELOPMENTS PTY LTD

and

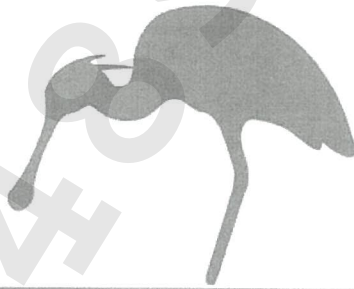
SB & KB HOLDINGS PTY LTD

and

MILLAR & MERRIGAN PTY. LTD

DEVELOPER WORKS DEED
(Incorporating Reimbursement and pursuant to
Section 17(2)(c) of the *Subdivision Act 1988*)

GIPPSLAND WATER REF: U30718



GIPPSLAND
WATER

THIS DEED is made on the 23rd day of August 2019

PARTICULARS OF THE DEED

1	Gippsland Water	CENTRAL GIPPSLAND REGION WATER CORPORATION
	ABN	75 830 750 413
	Address	55 Hazelwood Road Traralgon 3844
	Phone	03 5177 4600
	Fax	03 5174 0103
	Representative	Developer Works Advisor
2	Owner	
	Name	MARSHALLS ROAD DEVELOPMENTS PTY LTD
	ABN	149 506 776
	Address	31-33 Kirk Street Moe 3825
	Phone	03 5120 1400
	Fax	Not applicable
	Representative	Steve Buhagiar
	Email	steven@stableengineering.com.au
3	Further Owner	
	Name	SB & KB HOLDINGS PTY LTD
	ACN	633 676 347
	Address	31-33 Kirk Street Moe 3825
	Phone	03 5120 1400
	Fax	Not applicable
	Representative	Steve Buhagiar
	Email	steven@stableengineering.com.au
4	Developer	
	Name	MARSHALLS ROAD DEVELOPMENTS PTY LTD
	ABN	149 506 776
	Address	31-33 Kirk Street Moe 3825
	Phone	03 5120 1400
	Fax	Not applicable
	Representative	Steve Buhagiar
	Email	steven@stableengineering.com.au

5	Consultant	
	Name	MILLAR & MERRIGAN PTY. LTD
	ABN	005 541 668
	Address	PO Box 247 Croydon 3136
	Phone	03 8720 9500
	Fax	03 8720 9501
	Email	servicing@millarmerrigan.com.au
	Representative	Christopher Constantine
6	Land	
	Address	145 Traralgon – Maffra Road Traralgon 3844
	Precise Title	Volume 11691 Folio 518 being Lot E PS732061 W
	Site Information	Land in Proposed plan of subdivision PS736287 W
	Property ID	Gippsland Water Parcel 251245
	Private Land	
	Address	167 Marshalls Road Traralgon 3844
	Precise Title	Lot 1 TP169570
	Site information	Sewerage
	Property ID	305032
7	Insurance	
	Consultant's Professional Indemnity Insurance	
	Policy Detail (Insurer, policy number)	CGU, 03 CON1391578
	Amount	\$10,000,000
	Period for which insurance must be maintained	<i>From: Current as at date of Agreement To: 6 years after Asset Transfer</i>
	Public Liability Insurance	
	Policy Detail (Insurer, policy number)	QBE COMMERCIAL, 141A945265BPK
	Amount	\$10,000,000
Period for which insurance must be maintained	<i>From: Commencement of Works To: End of Defects Liability Period</i>	

8	Development (name)	The Rise incorporating development permitted by planning permit P2013/271
9	Works	
9.1	Works Description	<ol style="list-style-type: none"> 1. Design of the Works; 2. 1 Sewer Pumping Station to service the catchment with appropriate emergency storage; 3. 2,670 metres, 300 mm and 375 mm PVC sewer rising main extension including fittings; 4. 45 metres, 225 mm PVC sewer main including maintenance holes; 5. 752 metres, 300 mm PVC sewer main including maintenance holes; 6. 74 metres, 500 mm PVC sewer main including maintenance holes.
9.2	Design Plans	To be completed as provided in the Special Conditions
9.3	Time for completion of the Works	12 months from the date of this Deed
9.4	Works for Asset Transfer to Gippsland Water	All Works in Item 9.1.
9.5	Security	5% of the total construction cost of the Works.
10	Charges	
	Charge Description	*Amount
	Application fee: sewer	\$103.05
	Connection supervision fee: sewer	\$661.02
	Offer acceptance fee: sewer	\$103.05
	Security	TBC
		Due date/payment trigger
		Upon execution of this Agreement
		Upon execution of this Agreement
		Upon execution of this Agreement
		Upon submission of As-Constructed Package
	*Note: The amounts set out above may vary as they will be calculated at the time of payment (see clause 20)	
11	Reimbursement	
11.1	Reimbursement Works (if any)	<ol style="list-style-type: none"> 1. Design of the Works (Items 2 & 3); 2. 1 Sewer Pumping Station to service the catchment with appropriate emergency storage; 3. 2,670 metres, 300 mm and 375 mm PVC sewer rising main extension including fittings; 4. Design of Works (Items 5, 6 & 7) 5. 45 metres, 225 mm PVC sewer main including maintenance holes;

	<p>6. 752 metres, 300 mm PVC sewer main including maintenance holes;</p> <p>7. 74 metres, 500 mm PVC sewer main including maintenance holes.</p>
11.2	<p>Reimbursement Amount (estimate)</p> <p>56.5% of the Reimbursement Works cost for items 1, 2 & 3.</p> <p>100% of the Reimbursement Works cost for items 4, 5, 6 & 7.</p> <p><i>*Note: these amounts are estimates only and are subject to final calculation as provided in this Deed.</i></p>
12	<p>Special Conditions</p> <p>1A Further Owner and Additional Stage</p> <p>This Agreement makes allowance for an amendment to the existing Developer Work Deed, parties to which are Gippsland Water, the Owner, the Developer and the Consultant, dated 25th February 2019 (“Original Agreement”) and the effect of this Agreement is to:</p> <p>1A.1 replace the Original Agreement;</p> <p>1A.2 recognise and expand the defined Development to which this Agreement applies, namely:</p> <p>1A.2.1 the multi-stage subdivision allowed under planning permit P2013/271; and</p> <p>1A.2.2 plan of subdivision PS 729262E which allows the creation of Lot D, that Lot D to be acquired by the Further Owner;</p> <p>1A.3 allow the additional early release of Lot D on proposed PS 729262E prior to completion of the Deferred Works;</p> <p>1A.4 incorporate the agreement of Further Owner, the Further Owner accepting, on a joint and several basis, the obligations of the Owner.</p> <p>1 Deferred Works</p> <p>1.1 Gippsland Water will, subject to Special Condition 1.2, provide its consent to the early release of the proposed stage of the subdivisional Development which allows the 35 residential lots on the proposed PS736287W and Lot D on proposed PS 729262E prior to completion of the Reimbursement Works.</p> <p>1.2 The consent to early release in Special Condition 1.2 is subject to and conditional upon:</p> <p>1.2.1 the Owner is otherwise complying with each and every provision of this Agreement;</p> <p>1.2.2 Gippsland Water will consider, and will not unreasonably withhold, any request to modify the relevant plan of subdivision, provided such modified arrangements shall continue to be subject to the provisions of this Agreement;</p>

	<p>1.2.3 that any conditions within the planning permit for the plan of subdivision imposed by, or for the benefit of, Gippsland Water continue to be enforceable by Gippsland Water, via this Agreement;</p> <p>1.2.4 the indemnities provided in this Agreement specifically apply, in addition to other matters, to any actual loss incurred by any purchaser or potential purchaser of the Land or part of it;</p> <p>1.2.5 the owner must provide evidence that it has acquired any and all easements necessary for connecting any sewerage or water infrastructure, in favour of Gippsland Water over either the land or other land; and</p> <p>1.2.6 other requirements set out in the planning permit for the Development and the Development Agreement (save as modified by the Agreement) have been met.</p>
1.3	<p>This Agreement incorporates an early consent to Statement of Compliance and is made pursuant to Section 17(2)(c) of the <i>Subdivision Act 1988</i>, provided further:</p> <p>1.3.1 this Agreement may at Gippsland Water's discretion, be registered on the title or titles to part or all of the Land;</p> <p>1.3.2 unless or until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to Section 181 of the <i>Planning & Environment Act 1989</i>, 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;</p> <p>1.3.3 the Owner must do all things necessary (including signing any further agreement, acknowledgement or document) to enable Gippsland Water to record this Agreement on the folio of the Register which relates to the Land;</p> <p>1.3.4 the Owner agrees to pay on demand to Gippsland Water, its costs and expenses (including any legal fees incurred on a solicitor-client basis) of the preparation, registration and enforcement (if necessary) of this Agreement;</p> <p>1.3.5 the Owner agrees that if directed by Gippsland Water, to obtain the consent of any mortgagee of the Owner in respect of the Land and to obtain the consent of any further of future mortgagee of the Land;</p>

	<p>1.3.6 any mortgagee of the Land by provision of its consent by signing as provided agrees to be bound by the covenants in this agreement if the mortgagee becomes mortgagee in possession of the Land;</p> <p>1.3.7 if the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by Gippsland Water of a notice that specifies the Owner's failure to comply, the Owner agrees:</p> <p>1.3.7.1 to allow Gippsland Water, its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;</p> <p>1.3.7.2 to pay to Gippsland Water on demand, Gippsland Water's reasonable costs and expenses (Costs) incurred as a result of the Owner's non-compliance;</p> <p>1.3.7.3 to pay interest at the rate of 2% above the rate prescribed under Section 2 of the <i>Penalty Interest Rates Act 1983</i> on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;</p> <p>1.3.7.4 to take no step to interfere with the exercise by Gippsland Water of its rights in relation to any Security, provided by the Owner in accordance with this Agreement;</p> <p>and the Owner agrees:</p> <p>1.3.7.5 to accept a certificate signed by the Managing Director of Gippsland Water (or any nominee of the Managing Director, as prima facie proof of the Costs incurred by Gippsland Water in rectifying the Owner's non-compliance with this Agreement;</p> <p>1.3.7.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of Gippsland Water and then applied in repayment of the principal sum; and</p> <p>1.3.7.7 that all Costs or other moneys which are due and payable under this Agreement but which remaining owing shall be a charge of the Land until they are paid in full;</p> <p>1.3.8 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</p>
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	<p>transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land;</p> <p>1.3.9 the Owner warrants and covenants that:</p> <p>1.3.9.1 the Owner is the registered proprietor (or is entitled to become same) of the Land;</p> <p>1.3.9.2 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 by Gippsland Water;</p> <p>1.3.9.3 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 <i>Transfer of Land Act 1958</i>;</p> <p>1.3.9.4 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 the possession of the Land or any part of the Land otherwise than in compliance with this Agreement and then not without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.</p>
2	Reimbursement Amount Payment
2.1	The parties have agreed to vary the Reimbursement Amount payment arrangements, as provided in the Agreement, to the extent provided in these Special Conditions.
2.2	At the time of signing this Agreement, or on such date agreed by Gippsland Water, the other parties must provide to Gippsland Water a detailed estimate of the Reimbursement Amount, in particular separating out the Design component from the materials and construction cost of the Works.
2.3	The Reimbursement Amount will be paid, subject to this Agreement, at three milestones (the " Milestones ") as follows:
2.3.1	Milestone 1: 75% of the cost of Design of the Reimbursement Works when:
2.3.1.1	the Design, Design Plan and Design Package are completed to the satisfaction of Gippsland Water; and
2.3.1.2	contracts for the Reimbursement Works have been entered into; and

	<p>2.3.1.3 all reticulation works for the stage of the Development on proposed PS736287W have been completed; and</p> <p>2.3.1.4 the pre-conditions of Special Condition 1.2 continue to be met.</p> <p>2.3.2 Milestone 2: 75% of the cost of the Reimbursement Works for:</p> <p>2.3.2.1 construction of the sewer rising main from the grit chamber to Marshalls Road East sewer pump station; and</p> <p>2.3.2.2 construction of the sewer rising main from Marshall Road East sewer pump station, extending into the Land to a sufficient extent to satisfy Gippsland Water under road construction is completed; and</p> <p>2.3.2.3 construction of the gravity sewer main from the Marshalls Road East sewer pump station, extending into the Land to a sufficient extent to satisfy Gippsland Water under road construction is completed; and</p> <p>2.3.3 Milestone 3: Payment of the balance of the Reimbursement Amount, after completion of all of the Reimbursement Works, otherwise in accordance with this Agreement.</p>
3	<p>Asset Transfer</p> <p>The Standard Conditions of this Agreement in respect of the time for Asset Transfer and Defects are varied as follows:</p> <p>3.1 Reimbursement Works completed as part of Milestone 2:</p> <p>3.1.1 Asset Transfer will occur upon written notice from Gippsland Water in respect of the Milestone 2 Works;</p> <p>3.1.2 Defects – 12 months from Asset Transfer.</p> <p>3.2 Remaining Reimbursement Works completed as part of Milestone 3:</p> <p>3.2.1 Asset Transfer will occur upon written notice from Gippsland Water in respect of the Milestone 3 Works;</p> <p>3.2.2 Defects – 12 months from Asset Transfer,</p> <p>provided the times may be varied, for good cause, at the direction of Gippsland Water.</p>
4	<p>Failure to Complete</p>

4.1 In any case where:

4.1.1 a payment or payment of any part of the Reimbursement Amount has occurred ("**Payment**") and

4.1.2 the complete Reimbursement Works have not achieved Practical Acceptance within 12 months of the first of such Payment,

the Owner must repay to Gippsland Water any and all Payments.

4.2 It is agreed that any repayment due by the Owner to Gippsland Water pursuant to Special Condition 4.1 will be a debt due and payable and constitutes a charge against the Land for the amount of the Payment, together with any interest and costs, including pursuant to Section 274(4A) of the Act.

5 Design – Intellectual Property

5.1 It is agreed by the Owner, Developer and Consultant that the Payment by Gippsland Water Milestone 1, that any right, title and interest in the Design, Design Plans and Design Package vests or transfers free from any encumbrance or claim by any of the Owner, Developer or Consultant.

5.2 All parties agree to provide any consent, sign or provide any documents and otherwise cooperate to give effect to the requirement at Special Condition 5.1.

6 Design Approval – Variation to Standard Conditions

The Standard Conditions are varied as follows:

6.1 The Design and Design Plans must be provided in a form and to the satisfaction of Gippsland Water within 90 days of the date of this Agreement.

6.2 Upon approval by Gippsland Water the Design and Design Plans are the Design and Design Plans for the purposes of this Agreement.

6.3 When submitting the Design and Design Plan for approval a Reimbursement Amount estimate must be submitted to Gippsland Water.

6.4 Upon advice from Gippsland Water that the Reimbursement Amount estimate provided under Special Condition 6.3 is acceptable the Owner and Consultant may proceed under Standard Condition 38 to seek to appoint a Contractor for the Works.

7 Time for Commencement and Completion of the Works – Variation to Standard Conditions

The Standard Conditions are varied as follows:

7.1 Clause 13.1 is replaced with:

	<p>“Commencement within six (6) months of the date of the completion of each of the four items listed for Milestone 1 in Special Condition 2.3.1.”</p>
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AS485328C

EXECUTED as a deed.

EXECUTION BY THE OWNER

EXECUTED by MARSHALLS ROAD)
DEVELOPMENTS PTY LTD in accordance)
with Section 127(1) of the Corporations Act)
2001 by being signed by authorised persons:)

DO'Dea

Sole Director and Sole Company Secretary

DAVID JOHN O'DEA

Full Name

72 PRINCESS STREET WARRAGUL

Usual Address

EXECUTION BY THE FURTHER OWNER

EXECUTED by SB & KB HOLDINGS PTY)
LTD in accordance with Section 127(1) of the)
Corporations Act 2001 by being signed by)
authorised persons:)

S. Bohagiar
Sole Director and Sole Company Secretary

STEVEN BOHAGIAR

Full Name

Kevin Bohagiar
Director

KEVIN BOHAGIAR

Hollydale prince hwy Warragul
Usual Address

'' ''

EXECUTION BY THE DEVELOPER

EXECUTED by MARSHALLS ROAD)
DEVELOPMENTS PTY LTD in accordance)
with Section 127(1) of the Corporations Act)
2001 by being signed by authorised persons:)



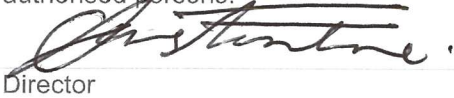
Sole Director/Sole Company Secretary

DAVID JOHN O'DEA
Full Name

72 PRINCESS STREET WARRAGUL
Usual Address

EXECUTION BY THE CONSULTANT

^{A J}
EXECUTED by MILLER & MERRIGAN PTY.)
LTD in accordance with Section 127(1) of the)
Corporations Act 2001 by being signed by)
authorised persons:)



Director

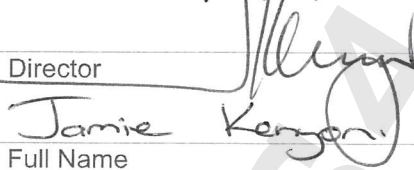
Director

CHRISTOPHER JAMES CONSTANTINE
Full Name

Full Name

42 LAUDERDALE RD
Usual Address HAZELWOOD VTH

Usual Address



Jamie Kemper
Full Name

Director/company secretary

Full Name

2/126 Merrindale Dr,
Usual Address Craydon, 3136.

Usual Address

EXECUTION BY GIPPSLAND WATER

SIGNED SEALED AND DELIVERED by a
duly authorised officer for and on behalf of
CENTRAL GIPPSLAND REGION WATER
CORPORATION in the presence of:

)
)
)
)




Witness


Brooke Lanelets

Name of Witness (print)

Mortgagee Consent

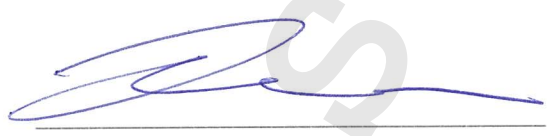
Principled Mortgage Investments Ltd as Mortgagee under Mortgage No. AS098370L which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement in the Mortgagee becomes Mortgagee in possession of the Land.

EXECUTED for PRINCIPLED MORTGAGE INVESTMENTS LIMITED ACN 089 384 172 by its Director Geofery Leslie Rowles pursuant to a General Power of Attorney dated 27 July 2012 which is in the form prescribed in Schedule 12 of the Instruments Act 1958 and of which the attorney has no notice of Revocation:



Geofery Leslie Rowles of 170 Mont Albert Road Canterbury VIC 3126

In the presence of:



Witness: Irene Anastasios

The **OFFICIAL SEAL** of **CENTRAL**)
GIPPSLAND REGION WATER)
CORPORATION was hereto affixed in the)
presence of:)



.....
Chairperson

.....
Director

AS485328C



AS485328C

1 STANDARD CONDITIONS

1.1 Definitions

In this Agreement the terms and words have the following meaning unless otherwise indicated expressly or by context.

Accredited Consultant	a consulting engineer notified by Gippsland Water as being accredited by Gippsland Water to undertake the Design and undertake the supervision of the construction of the Works, and various other actions or functions specified in this Agreement.
Accredited Contractor	a contracting entity notified by Gippsland Water as being accredited by Gippsland Water, to undertake Works, and various other relevant actions or functions specified in this Agreement .
Act	<i>Water Act 1989.</i>
Addendums	additions to the various design and construction standards, including various WSAA Standards, prepared and adopted by Gippsland Water and available on its website.
Agreement	this Developer Works Deed of Agreement.
As Constructed Package	Documents required to be prepared by the Consultant and submitted (electronic and/or hard copy) to Gippsland Water: a) Form 4 (as constructed certification form – water & wastewater agreement); b) Form 5, as constructed asset information; c) Electronic field notes on Gippsland Water approved field note forms; d) Water quality test results with swabbing and/or disinfection of new/replacement water main works report; e) accurate and complete details of the final cost of the particular Works, including but not limited to, a breakdown of all invoices relating to plant, equipment, materials, Consultant's costs, Contractor's costs and any subcontractor's costs, as required by Gippsland Water; f) pressure testing results sheet – water pipeline pressure test; g) gravity sewer acceptance testing results sheet – sewer pipeline pressure test; h) gravity sewer acceptance testing results sheet – acceptance deflection test; i) sewer maintenance hole/shaft acceptance vacuum testing results sheet; j) digital files in .PDF and .DGN or .DWG (via CD or e-mail); k) document transmittal sheet (via CD or e-mail); l) copy of registered plan showing easements over Private Land, where required. m) Payment of Security.
Asset Transfer	the transfer of ownership of the relevant part or all of the Works to Gippsland Water as provided in this Agreement.
Build Over Approval	consent to build near, over or within easements or assets of Gippsland Water in accordance with section 148 of the Act.

Charges	any fee, cost, invoice, levy or charge to be paid by the Owner or the Developer to Gippsland Water in respect of the Development and the Works.
Commissioning of the Works	the stage at which the Works are connected to Gippsland Water's System, tested, completed and commissioned so as to make use of Gippsland Water's System.
Conference	has the meaning assigned to that term in clause 63.
Consultant	the Accredited Consultant for this Agreement.
Contractor	the Accredited Contractor for this Agreement.
Customer Charter	the customer charter prepared by Gippsland Water pursuant to the ESC's requirements.
Defects Liability Period	the period of 12 months (unless extended pursuant to clause 41) after Gippsland Water advises Practical Acceptance.
Design	the detailed engineering design of the Works prepared by the Consultant to the satisfaction of Gippsland Water.
Design Plan	the numbered plans referred to in the Particulars which have been designated by Gippsland Water as the Design for the Development.
Design Package	design certification documents required by Gippsland Water to be submitted by the Consultant prior to the commencement of the Works, including: a) Form 1 – Design Verification and Application for Deed of Agreement; b) plan of subdivision (if any); c) Design Plans; d) estimated cost of construction of Works (for Reimbursement Works only).
Developer	the party so described in the Particulars and includes any party other than the Owner who is responsible for or involved in the Development including via funding, a joint venture with the Owner or in any other way which, in the opinion of Gippsland Water, fits the description of the Developer.
Development	the development of the Land identified in the Particulars and includes, the Works.
Dispute	has the meaning assigned to that term in clause 63.
ESC	the Essential Services Commission, a body established under the <i>Essential Services Commission Act 2001</i> .
Existing Gippsland Water Assets	has the meaning assigned to that term in clause 59.
Final Acceptance Certificate	certificate issued by Gippsland Water to indicate that the Defects Liability Period has ended and no defects were found.
Gippsland Water	Central Gippsland Region Water Corporation (ABN 75 830 750 413) of 55 Hazelwood Road, Traralgon.
Gippsland Water Standards	the various design and construction standards adopted by Gippsland Water to be complied with in respect of the Works, including: (a) Gippsland Water Supplement to Water Supply Code of Australia, WSA 03-2011-3.1, Melbourne Retail Water

	<p>Agencies Edition, Version 2.0;</p> <p>(b) Gippsland Water Supplement to Gravity Sewerage Code of Australia, WSA 02-2014-3.1, Melbourne Retail Water Agencies Edition, Version 2.0;</p> <p>(c) Drafting Specification for Drawings produced for Gippsland Water.;</p> <p>(d) Wastewater Pump Station Design Requirements.</p>
Gippsland Water's System	the water and sewerage systems of Gippsland Water.
Government Agency	<p>a) government or government department or other body; or</p> <p>b) a governmental, semi-governmental or judicial person; or</p> <p>c) a person (whether autonomous or not) who is charged with the administration or enforcement of Regulation.</p>
GST	the goods and services tax within the meaning of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Insolvency Event	<p>a) in respect of a party that is a corporation:</p> <p>i) a receiver, receiver and manager, trustee, other controller as defined in section 9 of the <i>Corporations Act 2001</i> (Cth) or similar official is appointed over any of the assets or undertaking of the party;</p> <p>ii) the party suspends payment of its debts generally;</p> <p>iii) the party is or becomes unable to pay its debts when they are due or is or becomes unable to pay its debts or is presumed to be insolvent within the meaning of the <i>Corporations Act 2001</i> (Cth);</p> <p>iv) the party enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;</p> <p>v) the party ceases to carry on business or threatens to cease to carry on business;</p> <p>vi) a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator; or</p> <p>vii) an application or order is made for the winding up or dissolution of the party or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the party, otherwise than for the purpose of an amalgamation or reconstruction that has the prior written consent of the other party;</p> <p>b) in respect of a party who is an individual, the party becomes bankrupt or enters into any arrangement or composition with his or her creditors or proposes to do so.</p>
Land	the land described in the Particulars.
New Customer Contribution	has the meaning specified in the Price Determination and includes a Scheduled Charge or Non-Scheduled Charge.
Non-Scheduled Charge	has the meaning specified in the Price Determination.

Notice of Dispute	has the meaning assigned to that term in clause 63.
OH&S	occupational health and safety.
OH&S Act	the <i>Occupational Health and Safety Act 2004</i> (Vic).
OH&S Laws	all Regulatory requirements concerning OH&S, including, without limitation – a) the OH&S Act; b) the OH&S Regulations; c) the Dangerous Goods Act 1985 (Vic) and all regulations made under that Act; and d) the <i>Equipment (Public Safety) Act 1994</i> and all regulations made under that Act.
OH&S Regulations	the <i>Occupational Health and Safety Regulations 2007</i> (Vic).
Owner	the party so described in the Particulars.
Planning Permission	any relevant planning permit or other planning permission pursuant to a municipal planning scheme and the <i>Planning and Environment Act 1987</i> (Vic).
Practical Acceptance	means the written notice from Gippsland Water given pursuant to clause 32.
Price Determination	the Water Price Review Gippsland Water Determination, as approved by the ESC from time to time.
Private Land	land that is not a public road or land owned by the Owner, through which Gippsland Water's assets will pass or be situated when the Works or the Development are completed.
Private Land Owner	the owner of Private Land.
Qualifying Cause of Delay	means any act, default or omission of Gippsland Water, or its consultants or agents, which directly causes a delay in the completion of the Works.
Referral Authority	an authority or organisation that planning applications and subdivision plans are referred to pursuant to the <i>Planning and Environment Act 1987</i> and the <i>Subdivision Act 1988</i> .
Regulation	any law of Victoria (including common or customary law and any equity judgment), all State and Federal Acts of Parliament, orders, regulations, by-laws, ordinances or any other legislative or regulatory measure, and includes any subsequent amendment, modification or re-enactment of them.
Reimbursement Works	any part or all of the Works, as specified in the Particulars, the cost of which is subject to reimbursement by Gippsland Water as provided in this Agreement.
Reimbursement Amount	the amount which Gippsland Water will reimburse in respect of the Reimbursement Works, an estimate of which is included in the Particulars.
Scheduled Charge	has the meaning specified under the Price Determination.
Security	the cash, bond or guarantee to be provided to Gippsland Water in accordance with this Agreement.

Standards	includes: a) the adopted WSAA Standards; and b) the Gippsland Water Standards; and c) any other code, standard or requirement adopted by Gippsland Water and advised to the Owner or Consultant as applying to the Works.
Statement of Compliance	the statement issued by a municipal council indicating that all conditions of a planning permit for a Subdivision have been met.
Subdivision	the division of land into two or more lots (or a reserve), which can be sold or transferred separately.
Tapping	a water service pipe connecting a Gippsland Water main to a property.
Time for Practical Acceptance	the time specified to achieve Practical Acceptance of the Works as specified in the Particulars.
Works	includes the Design, Design Plans, the physical assets, and the construction of the same, including all water and sewerage pipes, mains, manholes, pump stations and all other such water and/or sewerage infrastructure, the Commissioning of the Works, the Defects Liability Period, all administration functions and any other matter associated with the sewerage and/or water supply associated with the Development.
WSAA Standards	the design and construction standards and specifications produced by the Water Services Association of Australia ("WSAA") adopted by Gippsland Water including: <ul style="list-style-type: none"> • Water Supply Code of Australia, WSA 03-2011-3.1, Melbourne Retail Water Agencies Edition, Version 2.0; • Gravity Sewerage Code of Australia, WSA 02-2014-3.1, Melbourne Retail Water Agencies Edition, Version 2.0; and • the Sewage Pumping Station Code of Australia WSA 04-2001

1.2 Interpretation

The following rules apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply:

- 1.2.1 Headings are for convenience only and do not affect interpretation.
- 1.2.2 A reference to a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced and includes any subordinate legislation issued under it.
- 1.2.3 A reference to a schedule, annexure or a description of the parties forms part of this Agreement.
- 1.2.4 A reference to a party in this Agreement includes a successor in title, permitted substitute or a permitted assign of that party.

- 1.2.5 A reference to a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person.
- 1.2.6 A reference to anything, including a right, obligation or concept, includes each part of it.
- 1.2.7 A singular word includes the plural and vice versa.
- 1.2.8 A word which suggests one gender includes the other genders.
- 1.2.9 If a word is defined, another part of speech has a corresponding meaning.
- 1.2.10 If an example is given of anything such as by saying it includes something else, the example does not limit the scope of that thing.
- 1.2.11 If the day on or by which a person must do something under this Agreement is not a business day:
 - (a) if the act involves a payment that is due on demand, the person must do it on or by the next business day;
 - (b) in any other case, the person must do it on the previous business day.

OWNER AND DEVELOPER

- 2 If the Owner is not the Developer, the Developer must execute this Agreement. The Owner and the Developer agree to be jointly and severally liable for all of the obligations and liabilities set out in this Agreement in respect of the Owner.

DEVELOPMENT

- 3 The Owner and the Consultant acknowledge and agree that the manner in which the Development must proceed, including the order in which it must occur, is as follows:
 - 3.1 engagement of the Consultant as the Accredited Consultant for the Works;
 - 3.2 completion of an application for service requirements and to enter into this Deed of Agreement;
 - 3.3 completion of the Design Package to the satisfaction of Gippsland Water;
 - 3.4 acceptance of the Design, including Design Plans by Gippsland Water;
 - 3.5 approval of a Reimbursement Amount estimate based on the Design;
 - 3.6 execution of this Agreement;
 - 3.7 engagement of an Accredited Contractor as the Contractor for the Works;

- 3.8 approval of amended Reimbursement Amount estimate based on the tender from Accredited Contractor;
- 3.9 construction of the Works;
- 3.10 Commissioning of the Works;
- 3.11 obtaining and registering at Land Registry, any easements or reserves, on Private Land and on the Land to secure Works which are to vest in Gippsland Water;
- 3.12 provision of the As Constructed Package to Gippsland Water;
- 3.13 In respect of any Reimbursement Works approval of the Reimbursement Amount costs by Gippsland Water;
- 3.14 Practical Acceptance;
- 3.15 For Subdivisions, consent to issue of a Statement of Compliance for the Subdivision or relevant stage of Subdivision;
- 3.16 Asset Transfer;
- 3.17 Defects Liability Period;
- 3.18 Final Acceptance.

APPOINTMENT OF CONSULTANT AS OWNER'S AGENT

- 4 The Owner appoints the Consultant, and the Consultant accepts appointment, as the agent of the Owner in all dealings with Gippsland Water in respect of this Agreement, the Development and the Works.
- 5 Any failure on the part of the Consultant to comply with any aspect of this Agreement constitutes a breach of this Agreement by the Owner and the Consultant.

WORKS

- 6 The Owner and the Consultant must ensure that the Works are carried out in accordance with:
 - 6.1 the Design;
 - 6.2 the Standards;
 - 6.3 any written direction of Gippsland Water; and
 - 6.4 all relevant Regulation,

provided that, if there is any inconsistency amongst these requirements, or other query regarding the Works, then upon receipt of a written request, Gippsland Water will consider changes to the Design as recommended by the Consultant.

- 7 The Owner and Consultant acknowledge and agree that:
- 7.1 all necessary Planning Permissions, statutory and other permissions in respect of the Works, have or will be obtained prior to commencement of the Works;
 - 7.2 the construction of the Works must be undertaken by an Accredited Contractor;
 - 7.3 they must ensure or undertake themselves, the proper supervision of the Works; and
 - 7.4 the submission to, receipt and consideration of, or approval of an application, or endorsement of the Design or inspection of any stage of the Works by Gippsland Water, does not amount to Gippsland Water approving, consenting to, ratifying or otherwise accepting liability in respect of the Design or construction of the Works.

OH&S

- 8 The Owner and Consultant must comply with the OH&S Laws and any other legal requirements with respect to OH&S, including all relevant compliance codes approved under section 149 of the OH&S Act and warrant that the Consultant holds the relevant expertise to carry out the Works in accordance with such OH&S Laws.
- 9 The parties acknowledge and agree that Gippsland Water has no supervisory capacity or powers in relation to the Development and the carrying out of the Works.
- 10 During construction of the Works, Gippsland Water may:
- 10.1 carry out such inspections of the Works as, in the circumstances, Gippsland Water deems fit; and
 - 10.2 advise the Consultant if Gippsland Water becomes aware of any failure to comply with the requirements of Gippsland Water in relation to the Works.
- 11 The Owner must ensure that in its contractual arrangements with the Consultant and the Contractor there is a requirement to comply with OH&S Laws in undertaking the Works.
- 12 To the extent permitted by law, the Owner and Consultant indemnify, keep indemnified and hold harmless, Gippsland Water from and against any claim, proceedings, liability, damages, penalty or costs (including, without limitation, all legal costs on a full indemnity basis) against or incurred by Gippsland Water arising out of or in any way connected to any breach by the Owner, the Consultant, the Contractor or any subcontractor, of its or their obligations under the OH&S Laws or clauses 8 to 12 (inclusive).

TIME FOR COMMENCEMENT AND COMPLETION OF THE WORKS

- 13 Construction of the Works must:
- 13.1 commence within four (4) months of the date of this Agreement;
 - 13.2 be completed within the period specified in the Particulars, or within some other period approved by Gippsland Water, in writing.

- 14 For the purpose of this Agreement, completion of construction means the time at which Gippsland Water gives notice of Practical Acceptance.
- 15 If the construction of the Works is either not commenced or not completed within the time required under this Agreement, Gippsland Water may:
 - 15.1 end this Agreement;
 - 15.2 extend the time for either commencement or completion, or both;
 - 15.3 require a new Developer Works Deed; or
 - 15.4 impose any reasonable additional requirements, including additional payments, amended Design requirements and changes to the nature of the construction of the Works.
- 16 The Owner and Consultant will be entitled to an extension of time for completion of the Works for a period determined by Gippsland Water, provided:
 - 16.1 the Owner and Consultant are delayed in reaching completion due to a Qualifying Cause of Delay; and
 - 16.2 the Owner or Consultant gives Gippsland Water, within 28 days of when the Owner or Consultant should reasonably have become aware of the occurrence of the Qualifying Cause of Delay, a written request for an extension of time evidencing the facts of and the cause of the delay to the completion of the Works.

PAYMENTS

- 17 The Owner must pay to Gippsland Water the Charges detailed in the Particulars, as follows:
 - 17.1 all of the Charges specified by the relevant date or in accordance with the specified payment requirement; and
 - 17.2 any other Charge or amount for necessary activities undertaken by Gippsland Water associated with the Development;provided that:
 - 17.3 Charges detailed in the Particulars of the Agreement are either estimates or the amount of those Charges at the date of this Agreement and are subject to final calculation and adjustment in accordance with clause 20.
- 18 Payments by the Owner to Gippsland Water must be made:
 - 18.1 in the case of Charges that can be calculated prior to Gippsland Water providing its consent to the issue of a Statement of Compliance, issuing Practical Acceptance or the Asset Transfer, then prior to, and as a pre-condition to, those consents;
 - 18.2 in the case of any other Charges, within thirty (30) days of receipt by the Owner of a request or invoice for payment; and
 - 18.3 all payments must be made by cash, bank cheque or credit card.

- 19 The Owner acknowledges and agrees that Gippsland Water may withhold any consent or approval pending receipt of any outstanding payment to it under this Agreement.
- 20 Immediately prior to any payment under this Agreement falling due, Gippsland Water will make a final calculation in relation to the relevant Charges, which shall be subject to the following:
 - 20.1 any amount payable shall be the amount calculated at the time of the actual payment, and the parties acknowledge and agree that the Charges of Gippsland Water may vary from time-to-time;
 - 20.2 if any amount already paid by the Owner to Gippsland Water proves to be greater than the amount attributable to the work done by the Owner, then the excess amount shall be credited to other fees or reimbursed in full, as applicable and at Gippsland Water's discretion; and
 - 20.3 if any amount already paid by the Owner to Gippsland Water proves to be less than the amount required to be paid because the work done by the Owner was greater than anticipated or fees have increased, then the Owner must pay that additional amount.
- 21 Failure by the Owner to pay any amount owing to Gippsland Water by the date specified for payment of that amount, shall allow Gippsland Water to do any one or more of the following:
 - 21.1 in the case of amounts owing before Practical Acceptance, to refuse its consent to the issue of a Statement of Compliance or the Commissioning of the Works or the issue of Practical Acceptance;
 - 21.2 in the case of amounts owing after Practical Acceptance, to extend the Defects Liability Period and refuse to release of the Security;
 - 21.3 to call upon the Security; and
 - 21.4 to sue on the amounts as debts due and payable.

ACCESS TO DEVELOPMENT INFORMATION

- 22 The Owner or the Consultant must provide Gippsland Water with, or make arrangements, through third parties if necessary, to provide Gippsland Water complete access at all reasonable times to:
 - 22.1 any information, plans or materials relating to the Development; and
 - 22.2 the Land (including Private Land and other land that is not owned by the Owner) upon which the Works exist or will exist,

and, upon execution of this Agreement, the Owner and the Consultant irrevocably provide unconditional consent to Gippsland Water having access to all information relating to the Development as it relates to or impacts upon, the Works.

CONSULTANT AND CONTRACTOR

Consultant

- 23 The Owner must engage the Consultant to carry out the Design and to supervise the construction of the Works and the Consultant must be an Accredited Consultant. It is further provided:
- 23.1 the Consultant must carry out the Design, or if the Consultant has not carried out the Design, the Consultant must have unequivocally adopted and endorsed the Design of a prior Accredited Consultant for the purpose of this Agreement;
 - 23.2 the Consultant must be suitably qualified and experienced and shall exercise due skill, care and diligence in the carrying out the Works;
 - 23.3 the Consultant must ensure the Works are designed in accordance with the Standards and are fit for their stated purpose;
 - 23.4 the Consultant must ensure the construction of the Works is in accordance with the Design, and all other requirements contemplated by this Agreement;
 - 23.5 Gippsland Water at all times relies on the professional skills of the Consultant;
 - 23.6 the Consultant is required to provide various documents certifying the Works have been or will be carried out in a proper and professional manner, in accordance with:
 - 23.6.1 the Design;
 - 23.6.2 the Standards;
 - 23.6.3 the As Constructed Package;
 - 23.6.4 all design and construction specifications; and
 - 23.6.5 any reasonable requests of Gippsland Water;
- 24 In any case where Gippsland Water notifies the Owner or Consultant that the person or persons appointed by the Consultant to undertake any aspect of the Works is not satisfactory in the view of Gippsland Water, for any reason, including qualifications or experience, Gippsland Water may:
- 24.1 refuse to provide its next relevant consent to allow the Works to progress; and
 - 24.2 impose reasonable additional requirements in respect of checking any aspect of the Works undertaken by or under the supervision of that person.
- 25 If the Consultant ceases to be the Consultant for the Works, the Consultant and the Owner must immediately advise Gippsland Water, in writing, and the following will apply:

- 25.1 the Consultant's responsibility, and liability under the Agreement, to Gippsland Water, will continue, in respect of:
 - 25.1.1 the Design, for 6 years after Practical Acceptance; and
 - 25.1.2 any other action or role in respect of the Works, up to the date of the notice to Gippsland Water of that cessation as Consultant;
- 25.2 the Owner must appoint another Accredited Consultant to take on the responsibility as Consultant for the balance of the Development and Works including the Defects Liability Period and that Consultant must execute a new or amended Agreement, being generally in the form of this Agreement subject to necessary consequential changes, to the satisfaction of Gippsland Water; and
- 25.3 the Works must not proceed unless or until a new Consultant is appointed and that new Consultant has executed a new Agreement as contemplated in clause 25.2.

Contractor

- 26 It is agreed that:
 - 26.1 only an Accredited Contractor may be appointed or otherwise contracted to undertake the Works;
 - 26.2 the Works cannot commence until the Consultant notifies Gippsland Water (in the required form) of the Contractor's appointment;
 - 26.3 in any case where the Contractor ceases to be the Contractor for the Works then the Owner and Consultant must advise Gippsland Water in writing and until another Accredited Contractor is contracted for the balance of the Works the Works must not proceed.
- 27 The Consultant must ensure a list of sub-contractors to any of the Owner, Consultant or Contractor is provided to Gippsland Water at least 7 days before the relevant part of the Works to be undertaken by that sub-contractor commences.
- 28 Any failure by the Contractor or any sub-contractor (to any of the Owner, the Consultant or the Contractor) to comply with a requirement of this Agreement constitutes a breach of this Agreement by the Owner and the Consultant.
- 29 If at any time during the course of the Works the Owner, Consultant or Contractor sub-contracts any part of the Design or the Works to any third party who, in the reasonable opinion of Gippsland Water, is either unqualified or inappropriate to carry out the Design, supervision or the construction of the Works, Gippsland Water may, in its absolute discretion, refuse any or all of the connection of the Works to Gippsland Water's System, Practical Acceptance, Asset Transfer, consent to the issue of a Statement of Compliance or Final Acceptance.

INSURANCE

- 30 The Consultant and the Owner must ensure that, the Consultant takes out and maintains a professional indemnity insurance policy. The policy must:
 - 30.1 be described in the Particulars to this Agreement;

- 30.2 be provided to Gippsland Water (that is a certificate of currency and copy of the policy) upon signing of this Agreement and as a pre-condition to commencement of the Works;
 - 30.3 be held in respect of the Design of the Works and the role of the Consultant in respect of supervising the Works including any role of Superintendent under the contract for construction of the Works;
 - 30.4 note the interests of Gippsland Water, unless otherwise agreed;
 - 30.5 provide insurance cover for an amount in respect of any one occurrence of not less than the sum in the Particulars;
 - 30.6 be with an insurer and otherwise in terms both approved in writing by Gippsland Water (which approval shall not be unreasonably withheld); and
 - 30.7 be maintained for a period of 6 years after Practical Acceptance either as an on-going policy or as run out insurance for the particular Development or Consultant, or both.
- 31 The Owner and the Consultant must ensure that, for the duration of the Development, including the Defects Liability Period, a public liability policy is held by either the Owner or the Contractor, or both, in respect of the Land, the Development and the Works. The policy must:
- 31.1 be provided to Gippsland Water (that is, a certificate of currency and a copy of the policy) prior to and as a pre-condition to the commencement of Works;
 - 31.2 note the interests of Gippsland Water;
 - 31.3 cover the respective rights, interests and liabilities to third parties of the parties from time to time whenever engaged in the Works;
 - 31.4 cover the parties' and Gippsland Water's respective liability to each other for loss or damage to property and the death of or injury to any person;
 - 31.5 be endorsed to cover the use of any construction plant not covered under a comprehensive or third party motor vehicle insurance policy;
 - 31.6 provide insurance cover for an amount in respect of any one occurrence of not less than the sum in the Particulars; and
 - 31.7 be with an insurer and otherwise in terms both approved in writing by Gippsland Water (which approval shall not be unreasonably withheld).

PROCEDURE FOR PRACTICAL ACCEPTANCE

- 32 As a precondition to the issue of Practical Acceptance, the Consultant must:
- 32.1 ensure payment of any Charges then outstanding to Gippsland Water;
 - 32.2 provide the As Constructed Package in electronic and/or hardcopy form and otherwise as required by Gippsland Water;

- 32.3 advise Gippsland Water in writing of the proposed date and time for the Commissioning of the Works;
- 32.4 advise Gippsland Water in writing of any part or parts of the Works that have not been constructed in accordance with the Design.
- 33 After the As Constructed Package is provided, Gippsland Water may require verification that all of the equipment used for testing was fit for purpose; within calibration limits and that the testing was carried out while the calibration was current. If Gippsland Water is not satisfied that the equipment used for testing was satisfactory, Gippsland Water may indicate which matters require attention or alteration before Gippsland Water issues Practical Acceptance. In relation to any additional testing that is identified, Gippsland Water may require this to be carried out by any one or more of:
- 33.1 the Consultant or the Owner;
- 33.2 Gippsland Water; or
- 33.3 a third party nominated by Gippsland Water, and
- all costs of such testing shall be borne by the Owner and are payable on demand to Gippsland Water.
- 34 After the As Constructed Package is provided, Gippsland Water may carry out such testing and inspection of the Works as Gippsland Water thinks fit to validate the information provided in the As Constructed Package and indicate which matters require attention or alteration before Gippsland Water issues Practical Acceptance. In relation to any such testing Gippsland Water may require this to be carried out by any one or more of:
- 34.1 Gippsland Water; or
- 34.2 a third party nominated by Gippsland Water, and
- all costs of such testing shall be borne by the Owner.
- 35 Practical Acceptance will not occur until:
- 35.1 in the case of a Development not including a Subdivision any reserves or easements required on the Land or on any Private Land are transferred to, or registered in favour of, Gippsland Water;
- 35.2 all Charges due have been paid;
- 35.3 where Reimbursement Works are involved Gippsland Water has agreed the Reimbursement Amount.
- 36 After Practical Acceptance occurs Gippsland Water will:
- 36.1 notify the Consultant of Practical Acceptance; and
- 36.2 advise of its consent to Commissioning of the Works; and

- 36.3 in the case of a Development incorporating a Subdivision, provide its consent to the issue of a Statement of Compliance for that Subdivision or the relevant stage thereof.

ASSET TRANSFER

- 37 The Asset Transfer to Gippsland Water of the relevant Works (or part thereof) as specified in the Particulars, including all rights, title and interest in those Works will occur:

- 37.1 in the case of a Subdivision, upon the issue of a Statement of Compliance for that Subdivision (or its relevant stage) for the Works within or servicing that stage of a Subdivision;
- 37.2 in the case of a Development not incorporating a Subdivision, then upon the issue of notice of Practical Acceptance by Gippsland Water; or
- 37.3 at such other time or upon such other occurrence specified by Gippsland Water; and

provided that in any case where the issue of a Statement of Compliance occurs more than 4 months after Practical Acceptance the Owner and Consultant must:

- 37.4 notify Gippsland Water of this fact at least 14 days before Statement of Compliance is issued; and
- 37.5 undertake any additional tests, cleaning or works that are directed to be undertaken by Gippsland Water.

REIMBURSEMENT

- 38 In any case where, in respect of the Works, this Agreement makes allowance for a reimbursement of part or all of the cost of those Works by Gippsland Water the following applies:

- 38.1 the Reimbursement Works and an estimated Reimbursement Amount is set out in the Particulars;
- 38.2 after appointment of the Accredited Contractor a revised estimate of the Reimbursement Amount must be submitted to Gippsland Water and Works may not proceed until that revised estimate is approved;
- 38.3 the Reimbursement Amount which is finally calculated and paid must be the actual cost and may (subject to this Agreement) be more or less than the estimated Reimbursement Amount in the Particulars;
- 38.4 if the estimated Reimbursement Amount:
- 38.4.1 is from \$50,000.00 to \$500,000.00, the Contractor must be appointed through a process of not less than three written quotations or alternate process as approved by Gippsland Water; or
- 38.4.2 exceeds \$500,000.00 (or any other amount specified by Gippsland Water) the Contractor must be appointed through a

public tender process or in accordance with requirements specified by Gippsland Water.

38.5 the Consultant must provide to Gippsland Water:

38.5.1 details (including price) and relevant components of any tender or quotation for the construction of the portion of the Works which are the subject of reimbursement;

38.5.2 details of any fees to be charged by the Consultant, together with or including any other Consultant or Contractor fees not otherwise provided;

38.5.3 a separate list detailing the component parts of the total cost of the Works, identifying the estimated reimbursement; and

after the consideration of same, Gippsland Water will advise whether it accepts the estimated Reimbursement Amount and whether the Owner and Consultant may proceed with the particular Works.

39 The estimated Reimbursement Amount, upon which Gippsland Water has advised the relevant Works may proceed, will be the maximum amount that Gippsland Water will pay, unless any increase is first approved by Gippsland Water (at its discretion), provided that:

39.1 any increase due to a latent defect in respect of the particular Works will only be considered if written advice of same is given to Gippsland Water within seven (7) days of its discovery;

39.2 any variation of any contract for the construction of the Works approved by the Consultant will not necessarily result in an approval of any increase in the Reimbursement Amount, provided further:

39.2.1 no increase will be applied unless such variation is advised in writing to Gippsland Water within seven (7) days of the Consultant or Owner becoming aware of same; and

39.2.2 Gippsland Water may, in its discretion request full details of any such variation request and may take a different view, on reasonable grounds, to the Owner or Consultant;

39.3 any increase requested in relation to Consultant's costs, or costs other than the actual construction of the Works, must be established by the Consultant and the Owner to be properly attributable to the particular aspect of the Works to which a Reimbursement Amount applies;

39.4 any requested increase will not be considered unless complete and accurate information about the reason for the relevant increase is provided to Gippsland Water, to its satisfaction, together with proof that the relevant increase was not due to the negligence, deficient work quality or some matter otherwise within the reasonable control of the Owner, Consultant, or Contractor in respect of the particular Works;

40 Upon completion of the Works, and as a precondition to payment of any Reimbursement Amount:

- 40.1 the Consultant must have provided Gippsland Water with accurate and complete details of the final cost of the particular Works, including the Reimbursement Amount, consistent with those considered and approved by Gippsland Water under clause 38.5, including, but not limited to, all invoices relating to plant, equipment, materials, Consultant's costs, Contractor's costs and any subcontractor's costs, as required by Gippsland Water;
- 40.2 Gippsland Water may, in its discretion, and at its cost, appoint an independent quantity surveyor or similarly qualified professional to review the requested reimbursement and will withhold any part of any reimbursement amount based on the outcome of such an independent assessment; and
- 40.3 the Owner must issue to Gippsland Water a valid tax invoice, inclusive of GST, as claim for payment of the final reimbursement amount for the amount approved by Gippsland Water in accordance with clause 39 and, where applicable, clause 40.2.

DEFECTS

- 41 The Defects Liability Period, unless otherwise extended as provided in this clause, applies for a period of 12 months from the date of notice of Practical Acceptance, provided:
 - 41.1 where repairs are required during the Defects Liability Period; or
 - 41.2 Gippsland Water considers, in its reasonable opinion, that it is likely that further defects exist and that repairs to and/or replacement of the Works or part of the Works will be required,the Defects Liability Period will be extended for a period specified by Gippsland Water.
- 42 During the Defects Liability Period the Owner, upon notice to the Owner or Consultant, must upon notice from Gippsland Water and at their cost, undertake any repair or replacement of the Works or make good any damage to any person, equipment, fixtures or property caused by any defect in, or failure of, the Works.
- 43 If, during the Defects Liability Period, Gippsland Water is required to carry out any necessary replacement, repair or rectification to the Works, or repair any damage to any other property as a result of a defect in the Works, then Gippsland Water may:
 - 43.1 in the case of an emergency (in the opinion of Gippsland Water), act immediately to undertake that relevant repair or replacement, at the Owner's cost; or
 - 43.2 if not an emergency, then advise the Consultant of the necessary repair or replacement (as applicable) and allow the Owner or Consultant to undertake the relevant repair or replacement, and failing that, Gippsland Water may undertake such repair or replacement, at the Owner's cost; and
 - 43.3 in any case, call upon the Security to meet the cost or likely cost to Gippsland Water either before or after Gippsland Water undertakes the relevant Works or actions or incurs any relevant expense. The cost of any Works or action undertaken by Gippsland Water above the value of the

Security will be advised to the Consultant and will be a debt due and payable by the Owner to Gippsland Water.

- 44 At the end of the Defects Liability Period, Gippsland Water may require an audit of the Works at Gippsland Water's expense. If the audit identifies any defect or other non-conformance in the Works, or finds that any other aspect of the Agreement is not satisfied, Gippsland Water may serve a notice on the Owner and/or Consultant in respect of same. The Owner and the Consultant must pay the costs of the audit and rectify the defects or breaches identified in the notice without delay. If the defects or breaches are not remedied to Gippsland Water's satisfaction within a reasonable time, Gippsland Water may carry out the necessary rectification works or remedial action and before or after carrying out any such work, call upon the Security to meet the cost, or the likely cost, of doing so.
- 45 At the end of the Defects Liability Period, the Consultant must lodge with Gippsland Water a request to end the Defects Liability Period (Form 6). Provided no defects are identified, Gippsland Water will, subject to the Owner and Consultant having complied with their obligations under this Agreement, issue a Final Acceptance Certificate.
- 46 The Owner agrees to indemnify, keep indemnified and hold harmless Gippsland Water from the date of the Asset Transfer in respect of:
- 46.1 any cost of Gippsland Water in repairing any defect in the Works or damage to the Works arising from such defect;
 - 46.2 any claim against Gippsland Water relating to any damage to person or property arising from any defect in the Design or construction of the Works.

The Owner's obligation to indemnify Gippsland Water under this clause will reduce on a proportional basis to the extent that any liability is caused by any negligent act or omission of Gippsland Water.

SECURITY

- 47 The Owner must provide to Gippsland Water a Security which must be:
- 47.1 cash; or
 - 47.2 an unconditional and irrevocable bank guarantee, or other security acceptable to Gippsland Water, which does not include any termination date or right of recall and be provided with clear identification that it is provided as a Security to secure the Defects Liability Period in respect of the Works;
 - 47.3 for the amount of 5% of the actual cost of the Works (excluding consultants' fees) or some other amount specified in writing by Gippsland Water.
- 48 The Security must be provided to Gippsland Water prior to Gippsland Water issuing Practical Acceptance to the Works.
- 49 Where the Reimbursement Works are 100% of the Works, no Security will be required, however, Gippsland Water will retain 5% of the Reimbursement Amount, to be treated as the Security.

- 50 The Security may be called upon by Gippsland Water:
- 50.1 in the event of any failure by the Owner or Consultant to comply with any of its obligations under this Agreement;
 - 50.2 in the event of any other default (including the non-payment of the Charges); and
 - 50.3 as otherwise contemplated in this Agreement, and
- if at any time, including during the Defects Liability Period, Gippsland Water has exercised its right to claim some part or all of the Security under this clause, the Owner must reinstate the Security to its original amount (or any modified amount specified by Gippsland Water) and, if the Owner fails to do so, Gippsland Water may terminate this Agreement.
- 51 At the end of the Defects Liability Period, and after the issue of a Final Acceptance Certificate, Gippsland Water shall return the Security to the Owner/Developer, less any amount that Gippsland Water has already called upon, or is entitled to retain pursuant to this Agreement.

PRIVATE LAND OWNER CONSENTS

- 52 In any case where the Works are located on Private Land or any other land that is not owned by the Owner, the Owner must:
- 52.1 in any case where the Works are located within a road reserve or other public land:
 - 52.1.1 obtain all necessary consents from any Government Agency, public land manager or road management authority, including, where necessary, Gippsland Water; and
 - 52.1.2 obtain any necessary reserve or easement required by Gippsland Water in relation to securing the Works into the future;
 - 52.2 in the case of any Private Land:
 - 52.2.1 obtain all necessary consents;
 - 52.2.2 obtain any necessary reserve or easement required by Gippsland Water in relation to securing the Works into the future:
 - (a) ensuring such reserve or easement is created and vested in Gippsland Water, at the Owner's cost, in favour of Gippsland Water or such other person specified by Gippsland Water; and
 - (b) paying all costs of both Gippsland Water and the relevant Private Land Owner in respect to the creation of the easement or reserve, including legal costs, valuation fees, Land Title Office fees, mortgagee fees and any compensation payable;

- (c) providing any certificate of title for any reserve created or proof of registration of any easement, prior to Practical Acceptance.

52.3 ensure that Private Land is reinstated to the same condition as it was prior to the undertaking, or installation of, the Works.

53 If any assets are not constructed within either existing easements or reserves, or easements or reserves created or procured by the Owner, the Owner will bear the costs of Gippsland Water in acquiring the required interest in the land, or the land, to protect the asset. These expenses include Gippsland Water's and the Private Land Owner's legal costs, valuation fees, Land Title Office fees, mortgagee fees and any compensation payable to a Private Land Owner or any other party with an interest in the relevant Private Land or public land. The Owner agrees to indemnify, keep indemnified and hold harmless Gippsland Water in respect of any action, claim, costs, legal costs (on a full indemnity basis), compensation, interest and any other amount payable by Gippsland Water, to a Private Land Owner or any other person having an interest in the relevant land, with respect to an acquisition of that land by Gippsland Water.

CHANGE IN OWNER

54 If the Owner sells part of the Land, prior to the issue of Practical Acceptance:

54.1 where the sale is of individual lots from a Plan of Subdivision, the Owner shall not be required to disclose this Agreement, however, the Owner and Consultant's obligations to Gippsland Water, including those relating to the Defects Liability Period and indemnities given shall remain unaffected; and

54.2 where the sale is other than the sale of individual lots, the Owner shall disclose this Agreement (and provide a copy of same) to any potential purchaser of the Land; provided further this Agreement and rights arising from it shall not transfer to any new Owner of the Land, provided Gippsland Water shall not unreasonably refuse to enter into a new Agreement similar to this Agreement with that new owner.

RELATIONSHIP OF CONSULTANT

55 The Consultant agrees:

55.1 it must ensure the Works are carried out in accordance with the Design and the Standards, and utilises materials approved by Gippsland Water;

55.2 it will comply with the requirements of Gippsland Water and this Agreement specified in respect of the Owner in respect of the Development;

55.3 where, after Practical Acceptance, it is necessary for any repairs to be carried out to the Works or on any nearby land, or to any chattel or structure, due to any direct or indirect defect associated with Design of the Works or breach of the Deed by the Consultant, Gippsland Water may carry out such necessary repairs and recover the cost of same from the Consultant as a debt due and payable upon demand, and:

- 55.3.1 thirty (30) days after the date upon which Gippsland Water requires such payment, the amount due shall start to accumulate interest at the maximum rate then specified under the Price Determination, or such successor regulation;
- 55.3.2 where the necessary repair is not, in Gippsland Water's opinion, urgent, Gippsland Water shall first advise the Consultant of the need for such work and the Consultant shall have thirty (30) days from that date to have the necessary work carried out before Gippsland Water carries it out;
- 55.4 the Consultant agrees to indemnify, keep indemnified and hold harmless Gippsland Water in respect of:
 - 55.4.1 any cost to Gippsland Water in repairing any defect in the Works or damage caused by the Works;
 - 55.4.2 any claim against Gippsland Water relating to any damage to person or property,arising from any defect in the Design of the Works or breach of this Deed by the Consultant, provided in the case of established negligence on the part of Gippsland Water, any liability of the Consultant is reduced proportionally to the extent of the effect of that negligence.

CONSULTANT CERTIFICATION

- 56 The Consultant agrees it must provide certification of the proper and workmanlike completion, in accordance with Gippsland Water's requirements, of the Design and construction of the Works:
 - 56.1 by providing the Design Package to Gippsland Water; and
 - 56.2 by providing the certification lists including certification of the accuracy of the As Constructed Package; and
 - 56.3 Gippsland Water acts in reliance of the professional capacity of the Consultant in this regard; and
 - 56.4 the certification process and any related forms form part of this Agreement and any breach of any undertaking or incorrect statement in those certification lists will constitute a breach of this Agreement; and
 - 56.5 where at any time the Design or the form of, or materials used in, the construction of the Works, due to any reason, changes, or is required to change, the Consultant must notify Gippsland Water (in writing) immediately upon becoming aware of such change.

AUDIT

- 57 The Owner and Consultant acknowledge that, in addition to any site attendances that may be carried out by the officers or agents of Gippsland Water in relation to the Works, Gippsland Water may, at any time, instigate a detailed audit of the Works and all its components. Unless otherwise provided, such audit shall be at the cost of Gippsland Water.

EXISTING GIPPSLAND WATER ASSETS

- 58 The parties acknowledge that there may be Existing Gippsland Water Assets in the vicinity of the Development.
- 59 The Owner and Consultant shall ensure that there is no damage to Existing Gippsland Water Assets.
- 60 The Owner and Consultant agree to indemnify, keep indemnified and hold harmless Gippsland Water in respect of:
- 60.1 any cost to Gippsland Water in repairing any damage to the Existing Gippsland Water Assets caused in any way by the construction of the Works;
 - 60.2 any claim against Gippsland Water relating to any damage to person or property arising from any damage to Existing Gippsland Water Assets caused by the construction of the Works.
- The obligation to indemnify Gippsland Water under this clause will reduce on a proportional basis to the extent that any liability is caused by any negligent act or omission of Gippsland Water.
- 61 The Owner and Consultant must ensure that Gippsland Water employees and agents have access to Existing Gippsland Water Assets at all times.
- 62 The Owner must ensure that Build Over Approval is obtained in respect to Works in existing Gippsland Water easements, or within one metre of Gippsland Water assets. The conditions of any Build Over Approval shall be in addition to the terms of this Agreement.

DISPUTE RESOLUTION

- 63 If a Dispute arises between the parties relating to or arising out of this Agreement ("**Dispute**"), a party may not commence proceedings in any court or tribunal relating to the Dispute unless it has complied with this clause, except where the party seeks urgent interlocutory relief.
- 64 If a Dispute arises, a party may serve on the other party or parties a notice stating that a Dispute has arisen and identify the subject of the Dispute ("**Notice of Dispute**").
- 65 Within 7 days after the date of service of the Notice of Dispute, the parties must convene at least one meeting ("**Conference**") to seek to resolve the Dispute or agree on a method of doing so.
- 66 The parties must attempt in good faith to resolve the Dispute expeditiously and agree that:
- (a) at each Conference, each party will be represented by a person having authority to agree to any resolution of the Dispute;
 - (b) the matters discussed at each Conference are confidential and:

- (1) statements made by the parties and their representatives; and
- (2) discussions between the participants to the Conference;

before, after or during each Conference, cannot be used in any legal proceedings;

- (c) all communications and negotiations between the parties arising out of and in connection with this clause will, to the fullest extent possible, be treated as "without prejudice" negotiations for the purpose of applicable rules of evidence;
- (d) if the Dispute is settled, all of the parties must sign the terms of agreement and those terms will be binding on the parties;
- (e) if the Dispute is not resolved within 14 days of the date of service of the Notice of Dispute, or any other period agreed to by the parties in writing, the parties will be entitled to enforce their rights under this Agreement and may commence proceedings in any appropriate court or tribunal.

67 Notwithstanding the existence of a Dispute, the parties must continue to perform their respective obligations under this Agreement. The parties agree that if the Owner disputes any Charge or other amount owing to Gippsland Water, the Owner must pay the disputed amount, until such time as the matter is resolved.

GST

68 Unless otherwise stated the amounts shown in this Agreement are exclusive of GST.

69 If GST is payable on any supply made under or in connection with this Agreement:

- 69.1 the consideration otherwise provided for that supply is increased by the amount of that GST; and
- 69.2 the recipient must make payment of the increase as and with the consideration otherwise provided for that supply is increased by the amount of that GST; and
- 69.3 the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or if the consideration has already been paid or provided, within seven days of receiving a written demand from the supplier.

TERMINATION

70 Gippsland Water may terminate this Agreement with immediate effect by serving written notice on the parties if:

- 70.1 the Owner, the Developer or the Consultant:
 - 70.1.1 commit a material breach of any term of this Agreement;
 - 70.1.2 act in a fraudulent manner;

- 70.1.3 permit a change of control of the Owner or Consultant to occur without the prior consent of Gippsland Water;
 - 70.1.4 engages or continues to engage the Consultant or Contractor if they do not have, or they cease to maintain their accreditation with Gippsland Water, without the written approval of Gippsland Water (which may be given or withheld at Gippsland Water's absolute discretion);
 - 70.1.5 is the subject of an Insolvency Event; or
 - 70.1.6 fails to complete the Development by the Time for Completion;
 - 70.1.7 fails to take out or maintain the required public liability and professional indemnity insurances; or
 - 70.2 an event that is outside of the Owner's reasonable control occurs continuously for a period of more than forty (40) days.
- 71 Upon termination:
- 71.1 the Owner must not carry out any further Works under this Agreement;
 - 71.2 termination, however caused, is without prejudice to any rights or liabilities of Gippsland Water accruing to the date of termination;
 - 71.3 the Owner is not entitled in contract, tort or otherwise to any payment or compensation for losses incurred as a result of the termination;
 - 71.4 the costs incurred by Gippsland Water in repairing, completing or otherwise rectifying the Works or damage caused to other person or property due to defective Works or other breach of this Agreement will be a debt due and payable by the Owner to Gippsland Water;
 - 71.5 any indemnity, release or guarantee provided to Gippsland Water by any other party to this Agreement will survive the termination of this Agreement.
 - 71.6 This clause 71 survives termination of this Agreement.

NOTICES

- 72 A notice required or permitted to be given by one party to another under this Agreement must be in writing, addressed to the party to receive it and be:
- 72.1 handed to the party's representative of that party;
 - 72.2 delivered to that party's address;
 - 72.3 sent by pre-paid mail to that party's address;
 - 72.4 transmitted by facsimile to that party's facsimile number; or
 - 72.5 in addition to one of the other methods set out in this clause, sent via email to the party's email address.

- 73 A notice given to a party in accordance with clause 72 must be treated as having been duly given and received:
- 73.1 if handed to the party's representative of that party, immediately;
 - 73.2 if delivered to a party's address, on the day of delivery;
 - 73.3 if sent by pre-paid mail, on the third day after posting;
 - 73.4 if transmitted by facsimile to a party's facsimile number, and a correct and complete transmission report is received, on the day of transmission; or
 - 73.5 if transmitted by email to a party's email address, at the time for receipt of the notice, as determined in accordance with this clause, for the other method of delivery utilised in accordance with clause 72.5.
- 74 For the purposes of clauses 72 and 73, the address, facsimile number or email address of a party is the address, facsimile number or email address stated in the Particulars, unless notice of another address, facsimile number or email address has been given to the other party.

GENERAL

- 75 This Agreement applies to the Development and the Works, whether any of the Works are undertaken before on or after the commencement of the Agreement.
- 76 This Agreement contains the entire agreement between the parties regarding the Development. Any previous understanding, agreement, representation or warranty relating to the Development is replaced by this Agreement and has no further effect.
- 77 Any waiver or agreement on the part of Gippsland Water in not enforcing any term of this Agreement shall not be deemed to be a waiver in any way of any other right or obligation of Gippsland Water.
- 78 If any term of this Agreement or in its particular application is or becomes invalid or unenforceable, the remaining terms shall not be affected and each shall be valid and enforceable to the fullest extent permitted by law.
- 79 The parties agree that a construction of this Agreement that results in all provisions being enforceable is to be preferred to any other construction.
- 80 If, despite the application of clause 79, a provision of this Agreement is illegal or unenforceable:
- 80.1 if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are omitted; and
 - 80.2 in any other case, the whole provision is omitted,
 - 80.3 and the remainder of this Agreement continues in force.
- 81 Each of the parties represents and confirms that:
- 81.1 It has full legal capacity and power to:
 - 81.1.1 own its property and to carry on its business; and

- 81.1.2 enter into this Agreement and to carry out the transactions that this Agreement contemplates; and
- 81.2 it holds each authorisation necessary to:
 - 81.2.1 enable it to properly execute this Agreement and to carry out the transactions that this Agreement contemplates;
 - 81.2.2 ensure that this Agreement is legal, valid, binding and admissible in evidence; and
 - 81.2.3 enable it to properly carry on its business;
- 81.3 and it is complying with any conditions to which any of these authorisations is subject.
- 82 This Agreement does not create a partnership with Gippsland Water.
- 83 The Owner, the Developer and the Consultant agree that in entering into this Agreement they have not relied upon any representation, warranty or inducement by Gippsland Water.
- 84 If a party to this Agreement consists of two or more parties, this Agreement binds each of them severally and jointly.
- 85 This Agreement is governed by the law in force in Victoria. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any court that may hear appeals from any of those courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.
- 86 Each party must pay its own expenses incurred in negotiating and executing this Agreement.
- 87 Where under any provision of this Agreement, any notice is to be given or any payment is to be made on a day which is not a business day, the notice may be given or the payment made on the next day which is a business day.

PROPERTY REPORT

Created at 10 March 2026 10:59 AM

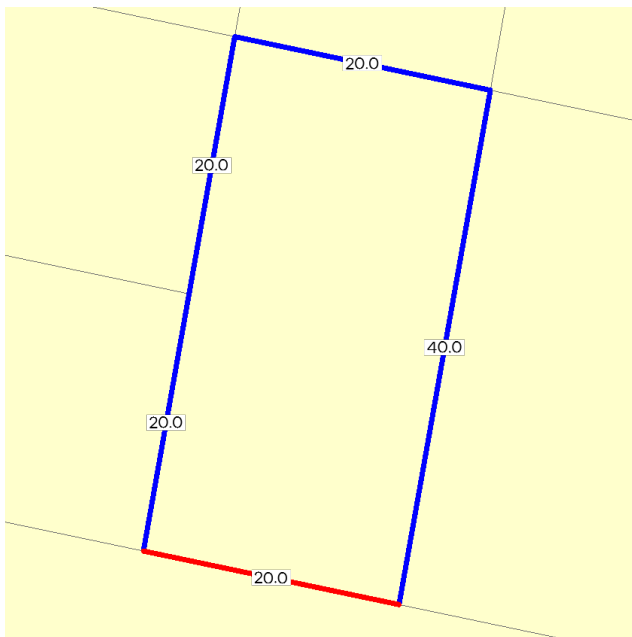
PROPERTY DETAILS

Address: **4 CRAVEN MEWS TRARALGON 3844**
Lot and Plan Number: **Lot 25 PS826070**
Standard Parcel Identifier (SPI): **25\PS826070**
Local Government Area (Council): **LATROBE**
Council Property Number: **61308**
Directory Reference: **Vicroads 98 A4**

www.latrobe.vic.gov.au

SITE DIMENSIONS

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



Area: 800 sq. m

Perimeter: 120 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

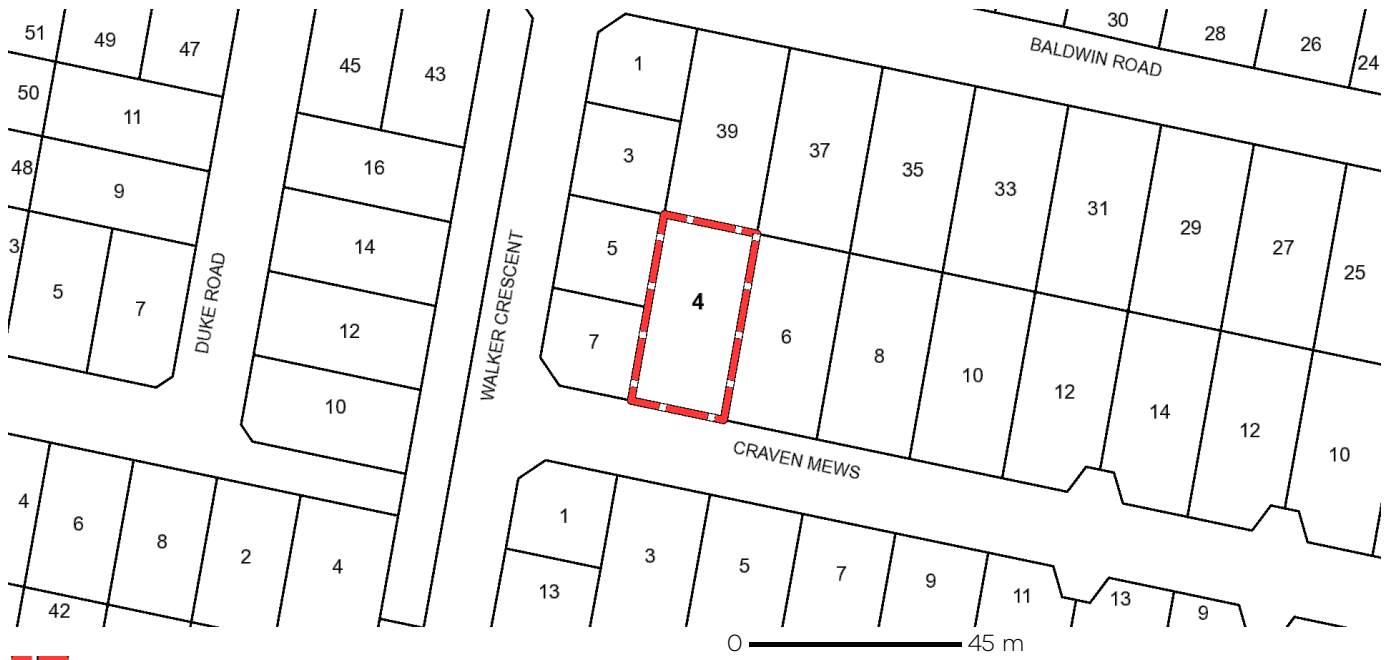
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



 Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 10 March 2026 10:58 AM

PROPERTY DETAILS

Address: **4 CRAVEN MEWS TRARALGON 3844**
 Lot and Plan Number: **Lot 25 PS826070**
 Standard Parcel Identifier (SPI): **25\PS826070**
 Local Government Area (Council): **LATROBE**
 Council Property Number: **61308**
 Planning Scheme: **Latrobe**
 Directory Reference: **Vicroads 98 A4**

www.latrobe.vic.gov.au

[Planning Scheme - Latrobe](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
 Legislative Assembly: **MORWELL**
 Registered Aboriginal Party: **Gunaikurnai Land and Waters Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



FZ - Farming **GRZ - General Residential**

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

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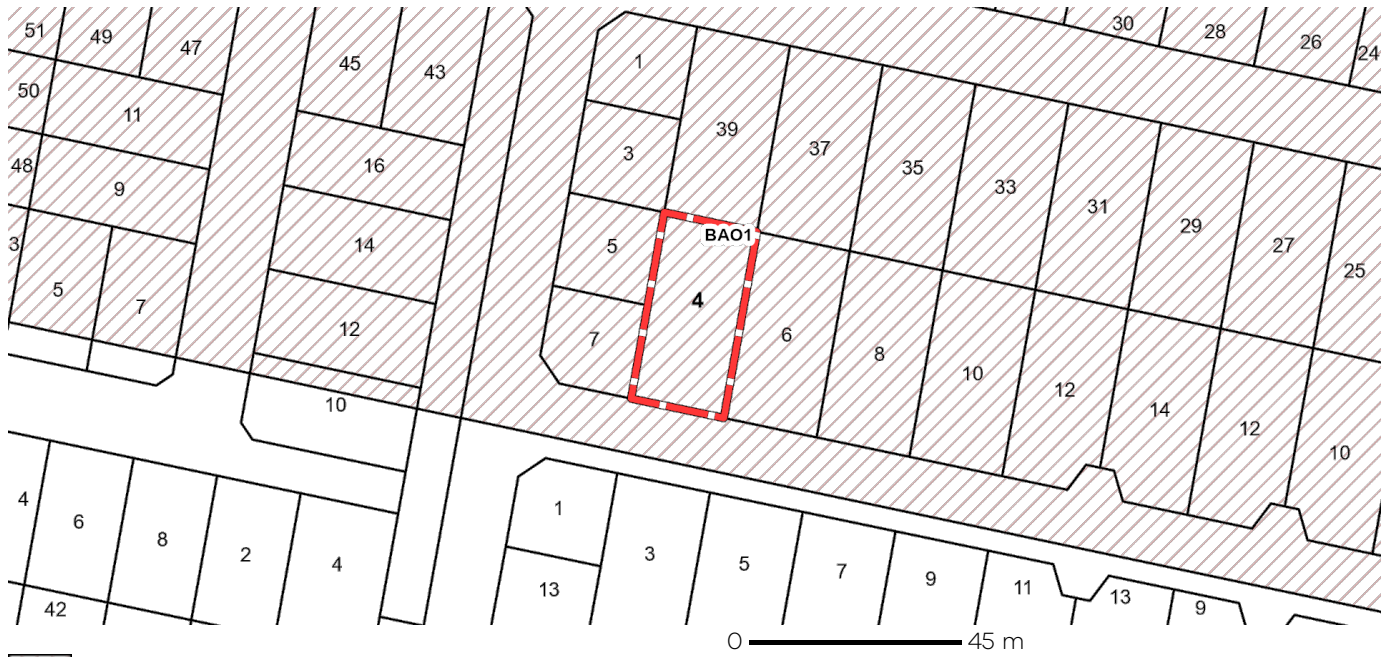
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

BUFFER AREA OVERLAY (BAO)

BUFFER AREA OVERLAY - SCHEDULE 1 (BAO1)



 **BAO - Buffer Area Overlay**

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 7 (DPO7)



 **DPO - Development Plan Overlay**

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

PLANNING PROPERTY REPORT



Further Planning Information

Planning scheme data last updated on 6 March 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 affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

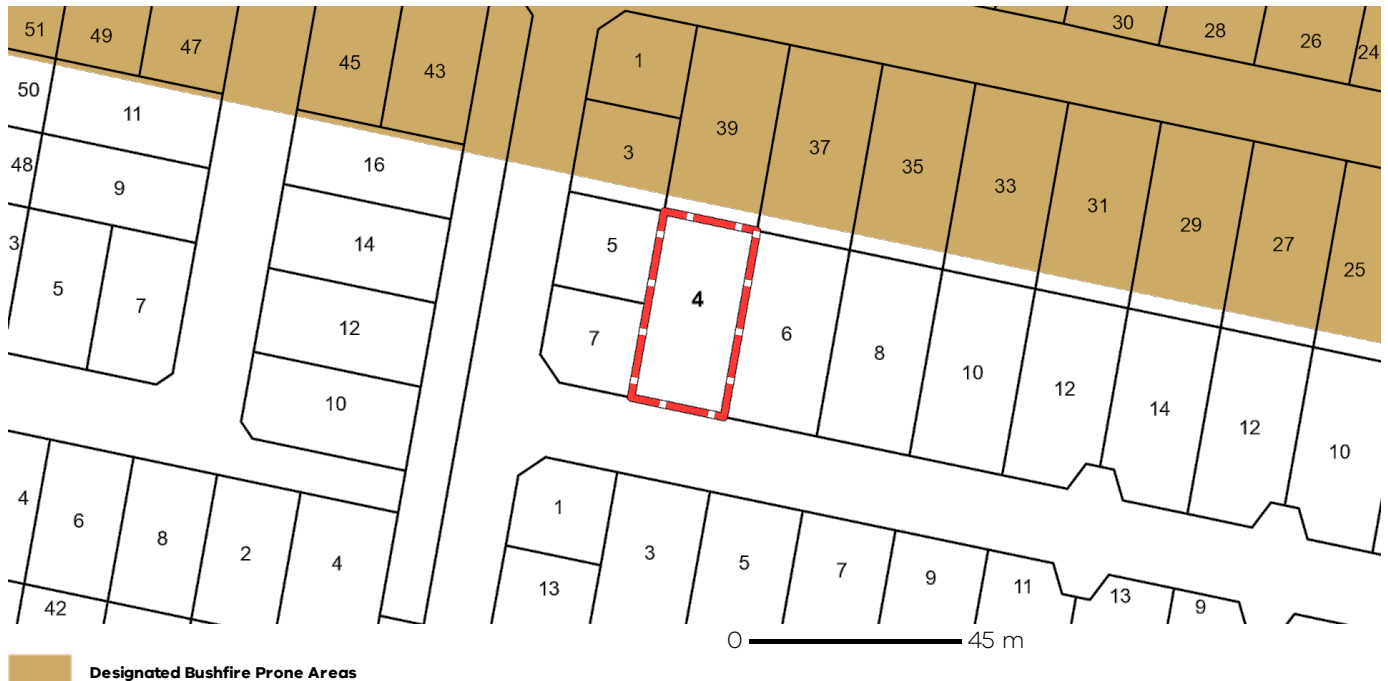
PLANNING PROPERTY REPORT

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 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 \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

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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).



Watershed Building Consultants ACN 118 532 755

Suite 2 / 75 Robinson Street Dandenong VIC 3175
melbourne@watershedbc.com.au
Ph. 03 9791 3355

74 Franklin Street Traralgon VIC 3844
gippsland@watershedbc.com.au
Ph. 03 5176 5888

watershedbc.com.au

FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT No. 5634537337093 ISSUED 11/05/2022
JOB NUMBER: 22/01878

Issued to

Owner/Agent of owner **Metricon Homes Pty Ltd**
Postal address **43 Grey Street, TRARALGON**
Email **GippslandAdmin@metricon.com.au**

Telephone **5175 8622**
Postcode **3844**
ACN (if applicable) **005 108 752**

Ownership details

Owner **William Flanagan & Tylah Baumgarten**
Postal address **38 Albert Street, ROSEDALE**
Email **flanw18@gmail.com**

Telephone **0427 911 720**
Postcode **3847**
ACN (if applicable)

Property details

Number **54** Street/road **Craven Mews**
Lot/s **25** LP/PS **PS826070**
Municipal district **Latrobe City Council**

City/suburb/town **TRARALGON**
Volume **12353**

Postcode **3844**
Folio **527**

Builder

Name **Metricon Homes Pty Ltd**
Address **43 Grey Street, TRARALGON**
Building practitioner registration no. **CDB-U 52967**
This builder is specified under section 24B(4)(a) of the Building Act 1993 for the building work to be carried out under this permit.

Telephone **5175 8622**
Postcode **3844**
ACN (if applicable) **005 108 752**

Natural person for service of directions, notices and orders

Name **Tanya Cummins**
Address **43 Grey Street, TRARALGON**

Telephone **5175 8622**
Postcode **3844**

Building practitioner or architect engaged to prepare documents for this permit

Name	Company Name	Category / Class	Personal Reg No.	Company Reg No.
Metricon Homes Pty Ltd	Metricon Homes Pty Ltd	Builder	CDB-U 52967	CDB-U 52967
Matthew Borzillo	Intrax Consulting Engineers	Civil Engineer	PE0003026	

Details of domestic building work insurance

The issuer or provider of the required insurance policy is **VMIA** and the policy number is **C588339**.

Details of relevant planning permit

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

Nature of building work

Description of building work **single storey dwelling and garage**
Version of BCA applicable to permit **NCC 2019 Volume 2**
Stage of building work permitted **all**

Storey Contained **1**
Cost of building work for project: **\$240,585**
Total floor area of new building work **232 m²**

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

Building Classification

BCA	BCA Description	NOW	Part
1a(a)	Detached house	New Building	All of detached dwelling
10a	Garage, carport, shed or storage facility	New Building	All of attached garage

Prescribed reporting authorities

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

Date Approved	Authority	Matter	Regulation
28 Jan 2022	Council	LPOD info from Council	133

Inspection requirements

The mandatory notification stages are:

- Prior to placing a footing - concrete piers**
- Foundation - pre slab**
- Prior to placing a footing - slab reinforcement**
- Completion of frame**
- Final upon completion of all building work**

Occupation or use of building

An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and completion

This building work must commence by **11/05/2023**.

If this 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 **11/05/2024**.

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

Relevant building surveyor

Name: Watershed Building Consultants Pty Ltd
ACN: 118 532 755

Registration No. CBS-U 65767

Designated building surveyor

Name: M D Curtain

Registration No. BS-U 1590



Signature:

Conditions of Approval
Building Permit No. 5634537337093

1. The building permit has been issued pursuant to the *Building Act 1993 (the "Act")*, the *Building Regulations 2018 (the "Building Regulations")* and the *National Construction Code Series Building Code of Australia 2019 - Volume 2 (the "BCA")*; and
2. The builder must carry out all building work authorised by this building permit in accordance with the building permit, approved plans and associated documents. No variations/departures from the approved plans will be accepted by the relevant building surveyor unless amended plans are submitted and approved prior to the commencement of the unauthorised building work; and
3. The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation instructions and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer. No substitution of products from BCA approved products will be accepted by the Relevant Building Surveyor; and
4. **Building is located in an area designated as prone to termite attack. As such termite protection is to be provided in accordance with AS3660; and**
5. **Dwelling is located in a bushfire prone area and as such is to be constructed to a minimum BAL of 12.5 as noted on the approved plans and AS3959 - 2018; and**
6. This building permit does not have the effect of amending or overriding any section 173 agreement, covenant of title, memorandum of common provision, agreement or condition imposed under the local planning scheme. It is not the responsibility of the relevant building surveyor to confirm compliance with any covenant, section 173 agreement or memorandum of common provisions or any other restriction which may exist on the property title or any other agreement entered into with an authority or other party. The owner is responsible to ensure compliance with any of the above restrictions and to obtain developer's approval (if required) prior to the commencement of the proposed building work; and

7. Contrary to what is shown on the approved plans, building work is only included as part of this building permit if it is written on the Form 2 building permit; and
8. Excavations and fill utilising unprotected embankments to comply with Part 3.1.1.1 of BCA , Volume 2 and Table 3.1.1.1; and
9. The following information and or certificates are to be provided with the application for Occupancy Permit or a request for a Certificate of Final Inspection:
 - (a) All plumbing compliance certificates from the plumber(s) engaged in the works; and
 - (b) An electrical safety certificate from an electrician engaged in the works; and
 - (c) A statement of compliance from the builder which confirms compliance with the relevant Australian Standards and approved plans and reports for matters such as wet areas, polystyrene wall cladding systems, artificial lighting plan, energy report and fire ratings for external and separating walls; and
10. This permit does not remove or replace the need for an asset protection permit or equivalent consent or approval that may be required from the relevant council and a fee and/or a security that may be required to be paid under a Local Law of the relevant Council; and
11. This building permit does not override your obligations under the 'Fences Act 1968' which requires you to obtain written permission from an adjoining owner prior to altering or removing a dividing boundary fence. This permit does not authorise the altering or removal of a diving boundary fence without the adjoining owner's agreement; and
12. The building work shall be carried out wholly from within the allotment and without removing the boundary fences (unless otherwise agreed to by adjoining owner). It is the responsibility of the owner (or his or her agent) to check the location of boundaries and obtain a re-establishment survey and to seek legal advice before construction commences if there are any boundary discrepancies. The relevant building surveyor does not take any responsibility for any boundary discrepancies or building encroachments. This building permit does not authorise the demolition of any existing adjoining property building that encroaches the title boundary; and
13. **Manufacturer's roof truss layouts and computations are to be submitted for approval prior to commencing work on the frame; and**
14. **Artificially lighting calculations that comply with Part 3.12.5.5 of the BCA are to be submitted for approval prior to installation of the lights; and**
15. Building work authorised under this permit requires an Occupancy Permit prior to lawful occupation of the building. An application for an Occupancy Permit (Form 15) must be submitted to our office together with the required compliance certificates.

ADDITIONAL GENERAL NOTES TO WORKING DRAWINGS

All work to comply with NCC BCA 2019 Volume 2 (NCC) and the relevant Australian Standards currently referenced under Part A4 of the NCC including the standards listed below:

Glazing to comply with AS1288 (Glass in buildings selection and installation)
 Windows to comply with AS2047 (Windows in building selections and installations)
 Roof sheeting to comply with AS1562 (Design and installation of sheet roof and wall cladding)
 Footings to comply with AS2870 (Residential slabs and footings)
 Timber framing to comply with AS1684.2 (Residential timber-framed construction)
 Roof tiles to comply with AS2049 (Roof tiles) and AS 2050 (Installation of roof tiles)
 Wet area to comply with AS3740 (Waterproofing of domestic wet areas)
 Termite protection to comply with AS3660.1 (Termite management for new building work).

GENERAL

- A minimum 10mm thick flexible bond breaker is to be provided between an existing footing on the adjoining property and a proposed new footing.
- Smoke alarms to comply with AS3786, to be hardwired and interconnected.
- A removable hinge is required to a toilet door when the door hinge is within 1.2m of the closet pan.
- Exhaust fans to discharge directly to the outside at a flow rate of not less than 25 l/s (bathroom, powder room, ensuite) or 40 l/s (laundry or kitchen systems), unless otherwise discharged into a ventilated roof space in accordance with BCA 3.8.7.4.
- A bedroom window which has a floor 2m or more above ground level, must be restricted from opening 125mm or more or be fitted with a screen with secure fittings, if the window is less than 1.7m from the floor.
- If installed, a minimum 2000L rain water tank is required to be connected to all toilets for the purpose of sanitary flushing.
- A balcony waterproofing membrane is to comply with AS4654.1 and AS4654.2.
- Gas heating appliances must be installed in accordance with the manufacturer's specification.

STAIRS AND BARRIER

- Risers to be maximum 190mm
- Goings to be minimum 240mm
- Maximum 125mm gaps between risers.
- All handrails to a flight of stairs must be continuous.
- A barrier (eg balustrading) must not allow a 125mm sphere to pass through it.
- Floors more than 4m above the surface beneath, any horizontal elements within the barrier (eg balustrading) between 150mm and 760mm above the floor must not facilitate climbing.

- The maximum doorway threshold is 230mm above the external finished surface.
- A landing must extent across the full width of the doorway.
- Stair treads to have a surface with a slip resistance classification not less than P3 or R10 (internal) or P4 or R11 (external) or nosing strips trip with a slip resistance classification not less than P3 (internal) or P4 (external).
- A landing must be provided when the difference between the internal floor level and the finished ground level is greater than 570mm (3 risers).

DRAINAGE

- The stormwater drainage system must comply with AS3500.3 or AS3500.5.
- The stormwater drainage system must discharge to the legal point of discharge nominated by Council.
- The first metre around the permitter of the dwelling must fall away a minimum of 25mm for a paved external surface and 50mm for a non-paved external surface.
- The internal finished floor level for the slab on ground must be a minimum 50mm above the external paved surface and 150mm above the external permeable surface.

FRAMING

- A wind classification of N2 applies to the site unless otherwise noted on the approved working drawings or structural plans and computations.
- Provide a minimum 150mm subfloor clearance to the underside of the bearer or minimum 400mm in a declared termite area.
- Subfloor ventilation to be provided with minimum aggregate openings of 6000mm² per metre of wall.
- Timber members for the deck and/or verandah must be suitable for external use and have a certain level of durability. For in-ground contact, the timber must be preservative-treated to H5. For above-ground use, the timber must be preservative-treated to H3.

MASONRY

- Masonry walls to comply with AS3700 or AS4773.1 and AS4773.2.
- Weepholes to be provided to masonry veneer walls at 1200mm maximum centres. Window head flashings are also required to be drained by weepholes at 1200mm maximum centres for openings greater than 1200mm in width. Weepholes are to be a minimum 75mm above the external finished ground level.
- Articulation joints must extend to the full height of the wall and be spaced in accordance with the working drawings or structural plans.

CLADDING

- An autoclaved aerated concrete wall is to comply with AS5146.1 and manufacturer's specifications.
- External walls to be provided with AS 4200.1 compliant vapour permeable membranes installed in accordance with AS 4200.2
- A metal wall cladding is to comply with AS 1562.1.
- A polystyrene wall cladding product must be accredited and installed in accordance with the manufacturer's specification.



watershedbc.com.au ACN 118 532 755

Waterman Business Centre, Suite 43, Level 2
 66 Victor Crescent, Narre Warren VIC 3805
 melbourne@watershedbc.com.au
 ph. 03 9791 3355

74 Franklin Street Traralgon VIC 3844
 gippsland@watershedbc.com.au
 ph. 03 5176 5888

Geelong
 geelong@watershedbc.com.au
 ph. 03 5176 5888

FORM 16
 Regulation 192
 Building Act 1993
 Building Regulations 2018

Occupancy Permit
Amended 27/03/2023 to remove Condition 2
For Building Permit Number: 5634537337093
Job No. 22/01878

Property details

Number 54	Street/road Craven Mews	City/suburb/town TRARALGON	Postcode 3844
Lot/s 25	LP/PS PS826070	Volume 12353	Folio 527
Crown allotment	Section	Parish	County
Municipal District Latrobe City Council			

Building permit details

Building permit number **5634537337093**
 Version of BCA applicable to building permit **NCC 2019 Volume 2**

Description of building work: **single storey dwelling and garage**

BCA	BCA Description	NOW	Part
1a(a)	Detached house	New Building	All of detached dwelling
10a	Garage, carport, shed or storage facility	New Building	All of attached garage

Reporting authorities

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

Date Approved	Authority	Matter	Regulation
28 Jan 2022	Council	LPOD info from Council	133

Suitability for occupancy

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

Relevant Building Surveyor

Name: **Watershed Building Consultants Pty Ltd** Registration No. **CBS-U 65767**

Signature:

Certificate Number: **5634537337093** Date Of Issue: **31 January 2023**
 Date of final inspection: **30 January 2023** Date Of Amendment: **27 March 2023**

Conditions:

- This occupancy permit is invalid if the cooking appliances, hot water service and rain water tank (if applicable) are not installed prior to 'hand over' between the builder and the owner. The owner must contact Watershed Building Consultants on 9791 3355 (Melbourne) or 5176 5888 (Gippsland) if this condition is not met so that the Occupancy Permit can be cancelled immediately.



Domestic Building Insurance

Certificate of Insurance

Tylah Beverley Bramley Baumgarten, William Joseph Flanagan

**38 Albert St
ROSEDALE
VIC 3847**

Policy Number:

C588339

Policy Inception Date:

09/03/2021

Builder Account Number:

006598

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

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **Lot 25 Craven Mews TRARALGON VIC 3844 Australia**

Carried out by the builder: **AUSTRALIAN BUILDING COMPANY PTY LTD**

Builder ACN: **603519366**

! 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): **Tylah Beverley Bramley Baumgarten, William Joseph Flanagan**

Pursuant to a domestic building contract dated: **03/03/2021**

For the contract price of: **\$ 240,585.00**

Type of Cover: **Cover is only provided if AUSTRALIAN BUILDING COMPANY 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: 15/03/2021

OFFICE USE ONLY: COI-0717-1

Page 1 of 2

Victorian Managed Insurance Authority

ABN 39 682 497 841

PO Box 18409, Collins Street East Victoria 8003

P: 1300 363 424





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.

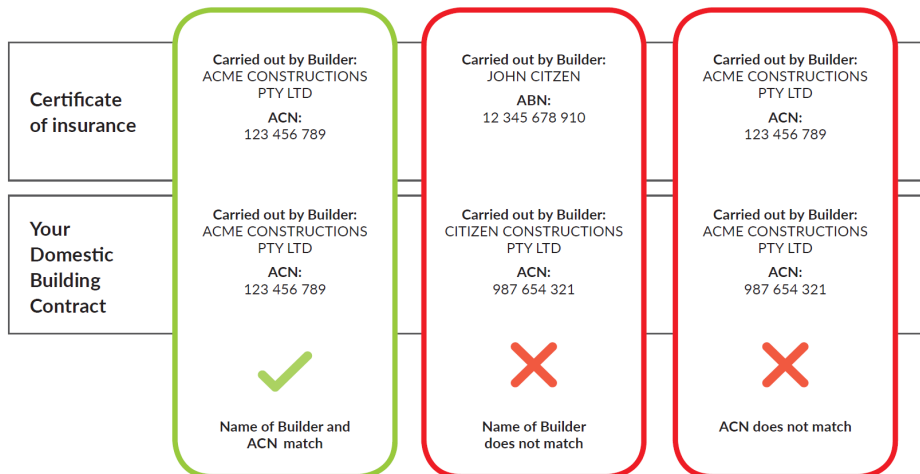
Issued by Victorian Management Insurance Authority (VMIA)

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





Unit 4/5 Rocla Road, Traralgon 3844
PO Box 1781, Traralgon 3844
Email: admin@b4ubuild.net.au
Phone: 5176 5688

Application Number: 20221368

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT
Building Permit No. BS-L 36361/3294983158401
Issued: 20 January 2023

Issued to

Agent of Owner	Fair Dinkum Builds LV
ACN / ARBN	45 149 692 482 25
Postal Address	17 Della Torre Road Moe 3825
Email	admin@fairdinkumbuildslv.com.au
Address for serving or giving of documents:	17 Della Torre Road Moe 3825
Contact Person	Bradd Taylor
Telephone	03 5127 5000

Ownership Details (if person issued with permit is not the owner)

Owner	William Joseph Flanagan & Tylah Beverly Bramley Baumgarten		
ACN / ARBN			
Postal Address	38 Albert Street Rosedale 3847		
Email	flanw18@gmail.com		
Contact Person	William Joseph Flanagan & Tylah Beverly Bramley Baumgarten		
Telephone	0427 911 720		

Property Details [include title details as and if applicable]

Number 4	Street/Road Craven Mews	Suburb Traralgon	Postcode 3844
Lot/s 25	LP/PS PS826070X	Volume 12353	Folio 527
Crown allotment	Section No	Parish	County
Municipal District Latrobe City Council			

Builder

Name	Daniel Conforti
Address	12 Peer Street Moe 3825
*ACN/*ARBN:	59 550 834 218
Telephone	0417 549 657
Registration no:	DB-U 39945

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is: **vmia**
Insurance policy number : **C756286**
Insurance policy date : **15/12/2022**

Details of Relevant Planning Permit

Planning Permit No: **N/A** Date of grant of Planning Permit: **N/A**

Building classification

Part of Building: **Refer to approved plans** BCA Classification: **10a**

BS-L 36361/3294983158401

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

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Daniel Conforti	Domestic Builder - Unlimited	DB-U 39945

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

Name	Category/class	Registration Number
------	----------------	---------------------

Nature of Building Work

Description	Construction of shed
Storeys contains	1
Rise in storeys	N/A
Effective height	N/A
Type of construction	N/A
Version of BCA applicable to permit	NCC 2019 Vol 2
Stage of Building Work Permitted	All
Cost of Building Work	\$26,300.00
Total floor area of new building work	72m²

Building Details

Ownership:	
Allotment Area:	801m²
BAL:	NBP
Floor Material:	Concrete/Stone/Slate
External Wall Material:	Steel
Frame Material:	Steel
Roof Cladding Material	Steel
No. of Existing Dwellings:	1
No. of Dwellings Demolished:	0
No. of New Dwellings	0

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

- 1. Inspection of Piers, Pre-Slab/Steel for Slab (Shed)**
- 2. Inspection of Framework/Final Certificate (Steel Structures)**

48 HOURS NOTICE IS REQUIRED FOR ALL INSPECTION BOOKINGS

BS-L 36361/3294983158401

Occupation or User of Building: A certificate of final inspection is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 20 January 2024

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 20 January 2025

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

Relevant Building Surveyor

Name: **Stephen Bond**

Address: **P.O Box 1781, Traralgon 3844**

Email: **admin@b4ubuild.net.au**

Building practitioner registration no.: **BS-L 36361**

Municipal district: **Latrobe City Council**

Permit no.: **BS-L 36361/3294983158401**

Date of issue of permit: **20 January 2023**

Signature:



BS-L 36361/3294983158401

Notes:

1. Pursuant to Regulation 41 of the Building Regulations 2018, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
2. Pursuant to Regulation 42 of the Building Regulations 2018, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
4. Pursuant to Regulation 40 of the Building Regulations 2018, the applicant for this Building Permit must supply a copy of the Building Permit and one set of all related approved plans, specifications and documents to the person who is in charge, or is to be in charge, of the carrying out of the building work.
5. This building permit does not constitute an assessment for compliance with the Disability Discrimination Act 1992 (DDA). Requirements for persons with disabilities have been limited to the provisions of the Building Code of Australia (BCA) applicable at the time of application. It has been established that compliance with the BCA may not be sufficient to satisfy the DDA. If compliance with the DDA is to be established, separate advice must be sought from specialist consultants in the field.
6. This Building Permit must not be construed as an approval or endorsement relative to any other Act, regulation control or matter pertaining to the nature to which this relates. In particular, this permit shall not be taken to authorise any departure from approved documents or other matters that have been or are able to be the subject of other approval procedures pursuant to the Planning and Environment Act, Occupational Health and Safety Act, Disability Services Act, Heritage Act, Health Act, Dangerous Goods Act, Liquor Control Reform Act and any other relevant Acts.
7. If a Planning Permit is applicable to the works, consultation with Council's Planning Department shall occur to confirm acceptance of any minor changes from the endorsed planning permit and drawings. No work shall commence until all planning permit conditions containing requirements to be completed prior to work commencement have been satisfied. All conditions of the planning permit shall be complied with. All works shall be undertaken in strict accordance with relevant planning permits and the Planning and Environment Act and Regulations.
8. The applicant, landowner and builder must ensure that the building work allowed by this permit is located on the correct property, within that property's boundaries and clear of easement.
9. This permit is conditional upon the owner/builder nominated on this permit accepting full responsibility for his/her obligations under the Building Act 1993, the Building Regulation 2018 and the Domestic Building Contracts and Tribunal Act 1995.
10. It is not the responsibility of the relevant building surveyor to confirm compliance with any section 173 agreement, covenant, memorandum of common provisions or other restrictions on the land and by issuing this permit the relevant building surveyor does not warrant that the works authorised by this permit will comply with any section 173, covenant, memorandum of common provisions or other restriction on the land and the relevant building surveyor may be in breach of the Building Act or Building Regulations where he does refuse a permit on those grounds. The building owner is responsible to ensure that they comply with any of the above restrictions and an appropriately qualified person must be consulted by the owner to confirm that they comply with any of the above restrictions prior to the commencing construction. The relevant building surveyor accepts no responsibility for non-compliance with any section 173 agreements, covenants, memorandum of common provisions or other restrictions that may be applicable to the property.
11. Carry out all work in a sound workmanlike manner and according to the relevant codes and standards.
12. Request for inspections require 48 hours' notice and may be arranged by telephoning 5176-5688.
13. Prior to the commencement of any building works the owner / builder must ensure no part of the building is built over services. **Failure to contact "Dial before you dig" or any relevant service authorities, to ascertain if services are outside any registered easement** may leave you liable for cost incurred for damage to the underground infrastructure."
14. This permit does not remove or replace the need for an asset protection permit or equivalent approval that may be required from the relevant authority and a fee or bond that may be required to be paid to the relevant authority.
15. The documentation submitted to B4 U Build Building Consultants by the applicant (and/or their agents) during the Building permit Application period has been assessed and approved pursuant to the prescriptive requirements of the National Construction Code (including any performance based alternative solutions) Building Act 1993 and Building Regulation 2018.
16. In the event that the applicant (and/or their agents) deliberately alters the relevant information or makes significant changes to the Building Type, Structure, and / or Building Envelope without prior approval from B4 U Build Building Consultants will result in the Building Permit being cancelled and / or voided. B4 U Build Building Consultants will accept no responsibility or liability for the consequences of such action.
17. B4 U Build Building Consultants bears no responsibility where the Building Permit documentation is altered in any way without approval, or where the relevant documentation is not reproduced in full.
18. B4 U Build Building Consultants bears no liability for inadequate or poor workmanship.
19. The site shall be adequately fenced off during construction to prevent public access (Building Regulations 2018, regulation 116) and/or comply with the relevant Councils Local Law.

BS-L 36361/3294983158401**Site Specific Conditions:****1. Building Regulations**

- 1.1. Install safety mesh under all plastic roofing sheets to comply with A.S 1562.3 where the vertical distance between the finished floor level and the underside of the roof cladding is greater than 3.0 metres.
- 1.2. Under no circumstance shall the building be used for habitable purpose without prior written consent from the relevant council.
- 1.3. The wall of the purposed structure cannot exceed the average height of 3.2mtr above the natural ground level including the (concrete slab) floor.

2. Energy Efficiency

- 2.1. Lighting must not exceed 3w/m² in the shed / Carport / Verandah

3. Footings and Slabs

- 3.1. Allowable bearing pressure at foundation level shall be not less than 100kPa in accordance with AS 2870 Residential Slabs and Footings – Construction

4. General Conditions

- 4.1. Request for inspections require 24 hours' notice and may be arranged by telephoning 5176-5688
- 4.2. The applicant, landowner and builder must ensure that the building work allowed by this permit is located on the correct property, within that property's boundaries and clear of easement.
- 4.3. Under regulation 41 the person in charge of carrying out of building work on the allotment must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed during the building work to which this permit applies.
- 4.4. This permit is conditional upon the owner/builder nominated on this permit accepting full responsibility for his/her obligations under the Building Act 1993, the Building Regulations 2018 and the Domestic Building Contracts and Tribunal Act 1995.
- 4.5. It is not the responsibility of the relevant building surveyor to confirm compliance with any section 173 agreement, covenant, memorandum of common provisions or other restrictions on the land and by issuing this permit the relevant building surveyor does not warrant that the works authorised by this permit will comply with any section 173, covenant, memorandum of common provisions or other restriction on the land and the relevant building surveyor may be in breach of the Building Act or Building Regulations where he does refuse a permit on those grounds. The building owner is responsible to ensure that they comply with any of the above restrictions and an appropriately qualified person must be consulted by the owner to confirm that they comply with any of the above restrictions prior to the commencing construction. The relevant building surveyor accepts no responsibility for non-compliance with any section 173 agreements, covenants, memorandum of common provisions or other restrictions that may be applicable to the property.
- 4.6. Carry out all work in a sound workmanlike manner and according to the relevant codes and standards.
- 4.7. Under no circumstance shall the building be used for habitable purpose without prior written consent from the relevant council.
- 4.8. All works authorized by this Building Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, National Construction Code Series 2019 Building Code of Australia, relevant codes and any local Laws of the Relevant Municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The Owner, Agent of the Owner or Builder is responsible to obtain any other relevant permits or consent prior to commencing works.
- 4.9. It is the Owner Builder's / Builder's responsibility to ensure that a copy of the building permit and building permit drawings are present on site during construction works.
- 4.10. Owner Builder / Builders must display on site a sign nominating their registration number, name and contact details and the building surveyors name and registration number, building permit number and date building permit issued.
- 4.11. The Owner, Agent of the Owner and / or Builder must ensure that the building work allowed by the permit is located on the correct property, within that property's boundaries and clear easements.

5. Roof and Wall Cladding

- 5.1. Connect all gutters and down pipes by an underground pipe drainage system to a point of discharge. All gutters and down pipes are to be designed and constructed to comply with performance requirements P2.2.1 of the National Construction Code 2019. Down pipes are to be spaced at 12 metre maximum centres and within 1.2 metres of valleys.

BS-L 36361/3294983158401**ANNEXURE A****APPROVED DOCUMENTS**

Project Description	Construction of shed
	All
Project Address	4 Craven Mews Traralgon Vic 3844
Reference Number	20221368

Documents forming part of this Building Permit All approval are listed below.

A copy of the approved stamped plans are to be kept on site at all times and must be available for viewing by the Building Inspector at the time of mandatory inspection stages nominated by the Relevant Building Surveyor.

Site Plan Prepared by:		Fair Dinkum Sheds	
Dated:	25 Oct 2022	Drawing no:	1-3
Engineering Plans Prepared by:		Fair Dinkum Sheds	
Dated:	25 Oct 2022	Drawing no:	1-9
Engineers Certificate Of Compliance (126) Prepared by:		Fair Dinkum Sheds	
Dated:	25 Oct 2022	Drawing no:	N/A

BS-L 36361/3294983158401

ANNEXURE B

CERTIFICATES AT COMPLETION

Project Description	Construction of shed
Project Address	4 Craven Mews Traralgon Vic 3844
Reference Number	20221368

The certificates or statements which are required prior to the Issue of the Certificate of Final Inspection are:

1. Provide plumbers compliance certificate for roofing.



Unit 4/5 Rocla Road, Traralgon
 P.O Box 1781,
 Email: admin@b4ubuild.net.au
 Phone: 5176 5688

Application Number: 20221368

FORM 17

Regulation 200
Building Act 1993
 Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property Details

Number: **4** Street/Road: **Craven Mews** Suburb: **Traralgon** Postcode: **3844**
 Lot/s: **25** LP/PS: **PS826070X** Volume: **12353** Folio: **527**
 Crown allotment: Section: No Parish: County:
 Municipal District: **Latrobe City Council**

Building permit details

Building permit number: **BS-L 36361/3294983158401**
 Version of BCA applicable to building permit: **NCC 2019 Vol 2**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Refer to approved plans	Residential	10a

Nature of Building Work: **Construction of shed**

Maintenance determination

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

Directions to fix building work

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

Approved Inspections

1. Inspection of Piers, Pre-Slab/Steel for Slab (Shed)
2. Inspection of Framework/Final Certificate (Steel Structures)

Relevant building surveyor

Name: **Stephen Bond**
 Address: **P.O Box 1781, Traralgon 3844**
 Email: **admin@b4ubuild.net.au**

Building practitioner registration **BS-L 36361**
no.:
Municipal district name: **Latrobe City Council**
Certificate no. **BS-L 36361/3294983158401**
Date of issue: **24 May 2023**
Date of final inspection **24 May 2023**
Signature:

A handwritten signature in blue ink, appearing to read 'High 21', is positioned below the signature label.



Domestic Building Insurance

Certificate of Insurance

William Flanagan
**4 Craven Mews
TRARALGON
VIC 3844**

Policy Number:

C756286

Policy Inception Date:

15/12/2022

Builder Account Number:

021840

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

Policy Schedule Details

 Domestic Building Work: **C04: Alterations/Additions/Renovations - Structural**

 At the property: **4 Craven Mews TRARALGON VIC 3844 Australia**

 Carried out by the builder: **DANIEL CONFORTI**

 Builder ABN: **59550834218**

! 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): **William Flanagan**

 Pursuant to a domestic building contract dated: **01/12/2022**

 For the contract price of: **\$ 26,350.00**

 Type of Cover: **Cover is only provided if DANIEL CONFORTI 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.

EAU
BUILDING CONSULTANTS

Phone: (03) 5176 5688

Permit No:

3294983158401

 Date: **20/01/2023**

Building permit, Building Act 1993

APPROVED

Issued by Victorian Managed Insurance Authority



Period of Cover

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

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

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

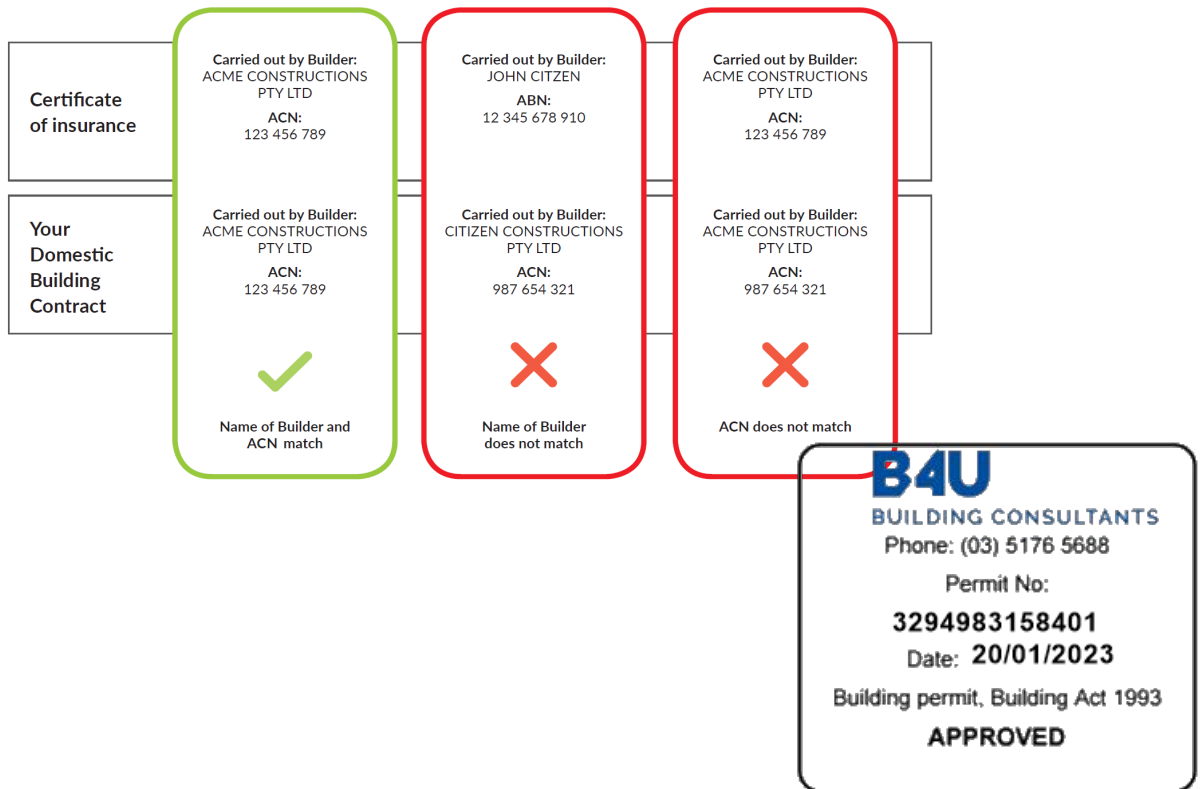
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$688.00
GST:	\$68.80
Stamp Duty:	\$75.68
Total:	\$832.48

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



LAND INFORMATION CERTIFICATE*In accordance with Section 229 of The Local Government Act 1989*

LANDATA
DX 250639
MELBOURNE VIC

Latrobe City ABN 92 472 314 133
TTY (NRS) 133 677
AUSDOC DX2 17733 Morwell
PO Box 264 MORWELL 3840
latrobe@latrobe.vic.gov.au

Assessment Number: 76116-3
Applicant's Reference: 79832121-017-7
Issue Date : 04-Mar-2026
Property Address: 4 Craven Mews
TRARALGON VIC 3844
Property Description: L 25 PS 826070
Property Title: CT-12353/527
AVPCC: 110 Detached Home
Area: 527M2
Ward: Boola Boola
Owner: Mr W J Flanagan and Ms T B B Baumgarten

1300 367 700 LATROBE.VIC.GOV.AU

Statement of Rates & Charges for the Year Ending 30-Jun-2026 are payable in full by 15-Feb-2026. Interest will be charged if not paid in by this date. If paying by instalments, interest will be charged on each instalment not paid by the due date.

PLEASE NOTE:

- This certificate application is valid for a period of 3 months from issue date and no confirmation or variations will be given after this expiration. For settlement purposes another certificate should be obtained after the expiry date 02-Jun-2026.
- **Confirmation and variations will only be provided in writing. You must contact the Rates Team via email proprates@latrobe.vic.gov.au no earlier than 5 business days but no later than 1 business day prior to settlement of this property.**
- Latrobe City Council will not be held responsible for information provided verbally.
- Outstanding rates and charges for this account must be paid in full at settlement.
- **If this account shows a credit balance, you must submit a copy of the Statement of Adjustments to Latrobe City Council upon settlement.**

Rates & Charges:

Arrears Legal Fees	\$	0.00
Other Arrears B/forward	\$	0.00
General Rates	\$	1,869.30
Garbage Charge	\$	446.00
Municipal Charge	\$	155.00
Emergency Services and Volunteers Fund Levy	\$	243.25
Current Interest	\$	0.00
Rebates	\$	0.00
Arrears Interest	\$	0.00
Special Rates & Charges	\$	0.00
Legal Fees	\$	0.00
Less Cash Paid	\$	-2,713.55
Total Amount Due	\$	0.00

Please note that this property currently has a Section 173 agreement record on title parcel and title details L25 PS826070, CT 12353/527, which sets out the conditions and restrictions on the use and development of the land.

Assessment Number: 76116-3
Applicants' Ref.: 79832121-017-7
Date: 04-Mar-2026
Property Address: 4 Craven Mews
 TRARALGON VIC 3844

Property Valuations:

Description	Values	Level of Value Date	Operational Date
CAPITAL IMPROVED VALUE	\$ 620,000	01-Jan-2025	01-Jul-2025
SITE VALUE	\$ 270,000	01-Jan-2025	
NET ANNUAL VALUE	\$ 31,000	01-Jan-2025	

OTHER INFORMATION:

1. There ARE NO notices or orders on the land that have been served by Latrobe City Council under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958, or under a local law of the Council, which have a continuing application at the date of the Certificate, details being (if any):
2. There IS NO money owed for works under the Local Government Act 2020, the Local Government Act 1989 or the Local Government Act 1958.
3. There IS NO potential liability for rates in relation to the land under the Cultural and Recreational Lands Act 1963.
4. There IS NO potential liability for the land to become rateable under section 173 or 174A of the Local Government Act 1989.
5. There IS NO money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.
6. There IS NO outstanding amount required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
7. There IS NO money owed under section 119 of the Local Government Act 2020.
8. There IS NO environmental upgrade charge in relation to the land which is owed under section 181C of the Local Government Act 1989.
9. There ARE NO health notices or orders issued by Latrobe City Council associated with this property.

PLEASE NOTE:

This certificate provides information regarding Valuation, Rates, Charges, other money 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.

I hereby certify that as at the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the Latrobe City Council together with any Notices pursuant to the Local Government Act 2020, Local Government Act 1989, local laws or any other legislation.

Authorised Officer

Bill Code: 6072
Ref: 761163

Pay 24 hours a day by phone or internet, direct from your bank account.



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

Telephone: 1800 050 500
Fax: (03) 5174 0103

INFORMATION STATEMENT

Email: contactus@gippswater.com.au
www.gippswater.com.au
ABN : 75 830 750 413

04 March 2026

Applicant Reference:
Reference:

79832121-026-9
02010073-02

Landata

Secure Electronic Registries Vic (SERV) Locked Bag
MELBOURNE VIC 3001

Thank you for requesting a Gippsland Water Information Statement. We are pleased to provide you with an Information Statement for the below property.

Applicant: Landata
Property Address: 4 Craven Mew Traralgon Vic 3844
Certificate No: 173423

Please find enclosed:

- Section 158 Statement
- Financial Statement
- Important Information
- Asset Plan (if available)

If you have any questions relating to this Information Statement please phone Gippsland Water on 1800 050 500 or email us at infostats@gippswater.com.au.

Online updates are available, please visit our website www.gippswater.com.au to register for our Solicitor Updates Online service.

Yours sincerely

A handwritten signature in black ink, appearing to read "Nigel Gerreyn".

Nigel Gerreyn

MANAGER PROPERTY SERVICES



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

Telephone: 1800 050 500
Fax: (03) 5174 0103

Email: contactus@gippswater.com.au
www.gippswater.com.au
ABN : 75 830 750 413

Section 158 Statement

(Water Act 1989)

Date of Issue:	04/03/2026	Applicant Reference:	79832121-026-9
Certificate No:	173423	Reference:	02010073-02
Property Address:	4 Craven Mew Traralgon Vic 3844		
Property Details:	Lot 25 Plan PS826070		
Settlement Date:	30/06/2026		

The following items relate to Section 158 of the *Water Act 1989*:

- ⇒ Vendor will be liable for any water/wastewater volumetric charges from last bill to settlement date.
- ⇒ This certificate has been produced for Sales Purposes only. Notification of sale particulars must be supplied two (2) working days prior to settlement to enable a final water meter reading to be scheduled, however a final meter reading will not be provided if the certificate is produced for Sale of Business purposes only.

Protection of Gippsland Water Assets:

It is possible that this property has water or sewerage infrastructure located on it. Please refer to the attached plan. Unless prior written consent has been obtained from Gippsland Water, the *Water Act 1989* PROHIBITS:

1. The erection and / or placement of any structure (including but not limited to building, wall, fence, driveway, machinery, embankment) or the removal or addition of filling, over an easement or within one metre laterally of Gippsland Water's water supply and sewerage assets.
2. The connection to, or interference with, any Gippsland Water water supply or sewerage asset.

Gippsland Water may require removal of any trees which may be, in the view of Gippsland Water, invasive to its water supply and sewerage assets. The guide *Planting the Right Trees* is available on the Gippsland Water website.

For additional information, please contact Gippsland Water on 1800 050 500.



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

Telephone: 1800 050 500
Fax: (03) 5174 0103

INFORMATION STATEMENT

Email: contactus@gippswater.com.au
www.gippswater.com.au
ABN : 75 830 750 413

Financial Statement

Date of Issue: 04/03/2026 **Applicant Reference:** 79832121-026-9
Certificate No: 173423 **Reference:** 02010073-02

Property Address: 4 Craven Mew Traralgon Vic 3844
Property Details: Lot 25 Plan PS826070
Settlement Date: 30/06/2026

Gippsland Water billing periods: 01 Jul to 31 Oct, 01 Nov to 28 Feb and 01 Mar to 30 June

Charges levied for billing period: 01 Mar to 30 Jun

Financial Information:

Brought Forward Balance	0.00
Sewer Scheme Charges	0.00

Adjustable Charges:

Water Service Charges	64.69
Wastewater Service Charges	297.24
Fire Service Charges	0.00
Commercial Trade Waste Charges	0.00

Non Adjustable Charges:

Wastewater Volumetric Charges	0.00
Notional / Usage Charges	0.00
Miscellaneous / Adjustments / Credits	0.00
Interest	0.00

Total Outstanding **361.93**

(Please note: CR denotes a credit)



Biller Code: 3475
REF: 3680 0002 0100 7302 3
Pay by savings or credit card

Nigel January

Gippsland Water Authorised Officer:

Date: 4 March 2026



Solicitors
Updates Online
Tool

Gippsland Water has launched a tool to enable you to get your financial updates online

REGISTER TODAY

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>



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www.gippswater.com.au
ABN : 75 830 750 413

Important Information

Gippsland Water bill period:

Gippsland Water bills three times per year, for billing periods: 01/07 to 31/10, 01/11 to 28/02 and 01/03 to 30/06.

Gippsland Water tariffs:

Gippsland Water tariffs are reviewed annually and applied as of 01 July. Please ensure you obtain a financial update prior to settlement.

Adjustable and non adjustable charges:

Charges listed under the adjustable charges section are fixed service charges that are applicable to the property e.g. water availability charges. Charges listed under the non adjustable section are applicable to the customer e.g. notional/usage charges, these charges do not need to be adjusted. Interest may continue to accrue after this statement has been generated.

Do not adjust on any credit balances as any credit remaining after settlement will remain with the vendor.

Payment of Gippsland Water accounts:

Gippsland Water requires payment of any outstanding charges within 10 working days of settlement occurring. Any unpaid charges will become the responsibility of the new property owner. Enquiries relating to the unpaid charges will be referred to the purchaser's solicitor or conveyancer.

Financial updates:

It is important to obtain a financial update within 10 days of settlement. Balances may change throughout the bill period and any unpaid charges may be transferred to the purchaser at settlement. Updates can be obtained online through the solicitor updates online

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>.

Notice of property transfer:

Gippsland Water requires notice of property transfer to be received within 10 working days of settlement taking place. Where Gippsland Water has not received notice of a property transfer, the payment of accounts remains the responsibility of the vendor. Notices of property transfer are to be emailed to propertytransfers@gippswater.com.au

Validity of the Information Statement:

This Information Statement will be valid only to the end of the next billing period after the date of issue of this Information Statement.

Automatic eBilling Registration for new customers

Gippsland Water will automatically register our customers for electronic billing upon the creation of their account. Customers can switch to receiving paper bills by post at any time. Refer to our eBilling terms and conditions for more information: www.gippswater.com.au/digital-billing-terms-conditions. We will not disclose personal information to any external parties without consent, unless required or authorised by law. Refer to our privacy policy which sets out how and why we collect, use and disclose your personal information: www.gippswater.com.au/legal/privacy-policy

You can request a printed version of the eBilling Terms and Conditions and/or Privacy by emailing us at contactus@gippswater.com.au or call us on 1800 050 500.



Gippsland Water Asset Plan

4 Craven Mew Traralgon

Information Statement No: 173423

Date Issued: 4/03/2026



Water Pipes

- Reticulation
- Distribution
- Transfer

Sewer Pipes

- Gravity
- Pressure
- Rising Main

House Discharge Line

- House Discharge Line

Maintenance Point

Manhole

Pipe End

Collection Tank

Disclaimer: Gippsland Water does not quarentee or make any representation or warrant the accuracy, scale or completeness of information inthis product. Any person relying upon such information does so on the basis that Gippsland Water shall bear no responsibility or liability for loss, damage or injury arising from any error, fault, defect, or omission in the infomation. Any persons using this information should make their own site investigation and accommodate their works accordingly.