

# 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.

<b>Land</b>	18 LOMANDRA BOULEVARD, LUCKNOW VIC 3875
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Vendor's name	B.G. & T.H. MCNAMARA - BUILDERS PTY LTD ACN 080 093 385	Date	17/10/2024
Vendor's signature	 _____ Brian Geoffrey McNamara - Director		

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

# 1. FINANCIAL MATTERS

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

(a)  Their amounts are:

Authority	Amount	Interest (if any)
(1) East Gippsland Shire	\$2,052.58	
(2) East Gippsland Water	\$1,011.29	

## 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

The required specified information is as follows:

- |                                   |                                   |
|-----------------------------------|-----------------------------------|
| (a) Name of planning scheme       | East Gippsland                    |
| (b) Name of responsible authority | East Gippsland Shire              |
| (c) Zoning of the land            | GRZ - General Residential Zone    |
| (d) Name of planning overlay      | Refer to attached planning report |

### 4. NOTICES

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

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

Are as follows

None to the best of the Vendors Knowledge

#### 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:

None to the best of the Vendors Knowledge

#### 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:

None to the best of the Vendors Knowledge

### 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 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which*

*there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

Is attached

### **13. ATTACHMENTS**

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

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

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

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# 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.

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

VOLUME 12170 FOLIO 611

Security no : 124119066228Q  
Produced 16/10/2024 10:26 AM

**LAND DESCRIPTION**

Lot 10 on Plan of Subdivision 643132V.  
PARENT TITLE Volume 11315 Folio 793  
Created by instrument PS643132V 04/12/2019

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
B.G. & T.H. MCNAMARA - BUILDERS PTY LTD of 5 ISABELLE DRIVE WY YUNG VIC 3875  
AS909082B 20/01/2020

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT AS909082B 20/01/2020

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AG548405S 05/06/2009

**DIAGRAM LOCATION**

SEE PS643132V 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: 18 LOMANDRA BOULEVARD LUCKNOW VIC 3875

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 22727X EAST GIPPSLAND CONVEYANCING  
Effective from 20/01/2020

DOCUMENT END





# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS643132V</b>
Number of Pages (excluding this cover sheet)	<b>11</b>
Document Assembled	<b>16/10/2024 10:26</b>

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<b>PLAN OF SUBDIVISION</b>	<b>EDITION 1</b>	<b>PS 643132V</b>
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**Location of Land**  
**Parish:** Wy Yung  
**Township:** Lucknow

<b>Section:</b>		
<b>Crown Allotment:</b>	40A1	40B1
<b>Crown Portion:</b>	46 & 47 (Parts)	

**Title Reference:** Vol. 11315 Fol. 793

**Last Plan Reference:** Lot A PS 647857B

**Postal Address:** Great Alpine Road  
 (at time of subdivision) Lucknow 3875

**MGA Co-ordinates:** E 556 970 Zone: 55  
 (of approx. centre of land in plan) N 5 815 440 GDA 2020

Council Name: East Gippsland Shire Council

Council Reference Number: PS643132V  
 Planning Permit Reference: 547/2009/P/A  
 SPEAR Reference Number: S125596P

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988  
 Date of original certification under section 6: 10/07/2019

**Statement of Compliance**

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

Public Open Space

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

Digitally signed by: Aaron David Hollow for East Gippsland Shire Council on 26/11/2019

**Vesting of Roads and/or Reserves**

Identifier	Council/Body/Person
Road R-1	East Gippsland Shire Council
Reserve No.1	East Gippsland Shire Council
Reserve No.2	East Gippsland Shire Council
Reserve No.3	East Gippsland Shire Council
Reserve No.4	Ausnet Electricity Services Pty Ltd

**NOTATIONS**

Part of Lot C & Reserve No.1 is liable to inundation by flooding.

Lots A & B have been omitted from this plan.

**Estate:** BROOKFIELD LAKES - BAIRNSDALE  
**Development No.:** 1  
**No. of Lots:** 47  
**Area:** 10.58 ha

**NOTATIONS**

**Depth Limitation** : Does not apply.

**Survey** This plan is ~~is not~~ based on survey. See BP2580G. This survey has been connected to permanent marks no(s) Wy Yung PM12 & PM34 & Sarsfield PM43


This survey is not in a Proclaimed Survey Area.

**Staging** This is not a staged subdivision  
 Planning Permit No. 547/2009/P/A

**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-3 & E-5	Sewerage	See Diag.	This Plan	East Gippsland Region Water Authority
E-2 & E-3	Drainage	See Diag.	This Plan	East Gippsland Shire Council
E-4 & E-5	Supply of Water (through underground pipes)	See Diag.	This Plan	East Gippsland Region Water Corporation
E-6	Gas	See Diag.	This Plan	Australian Gas Networks (VIC) Pty Ltd



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 CONSULTANTS & MANAGERS

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 SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE  
 PH. (03) 9860 0300

REF 35753/Stg.1

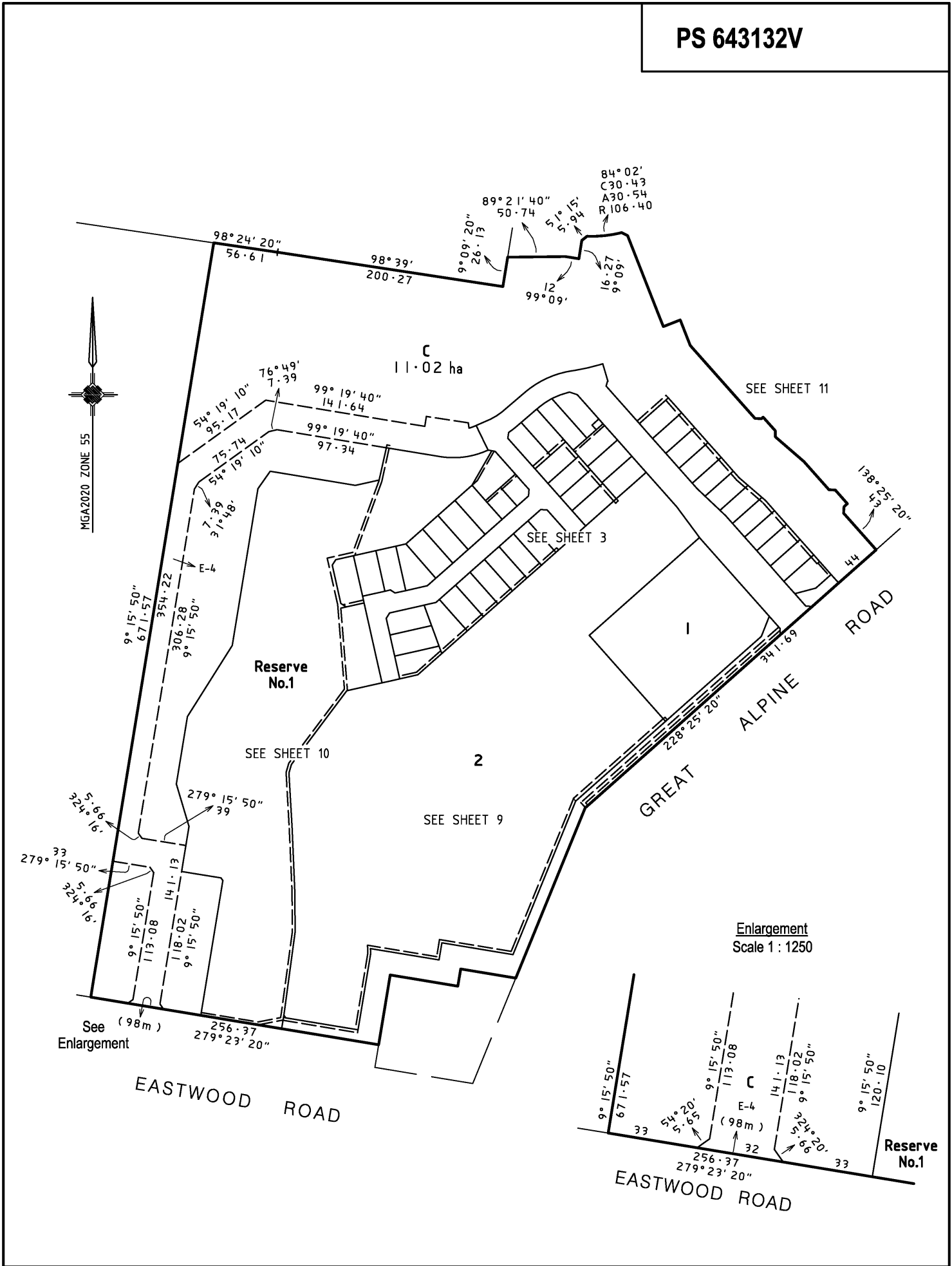
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ORIGINAL SHEET  
 SIZE A3

SHEET 1 OF 11 SHEETS

**PLAN REGISTERED**  
 TIME: 5.05 PM DATE: 4/12/2019  
 RHills  
 Assistant Registrar of Titles

PS 643132V



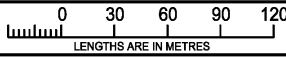
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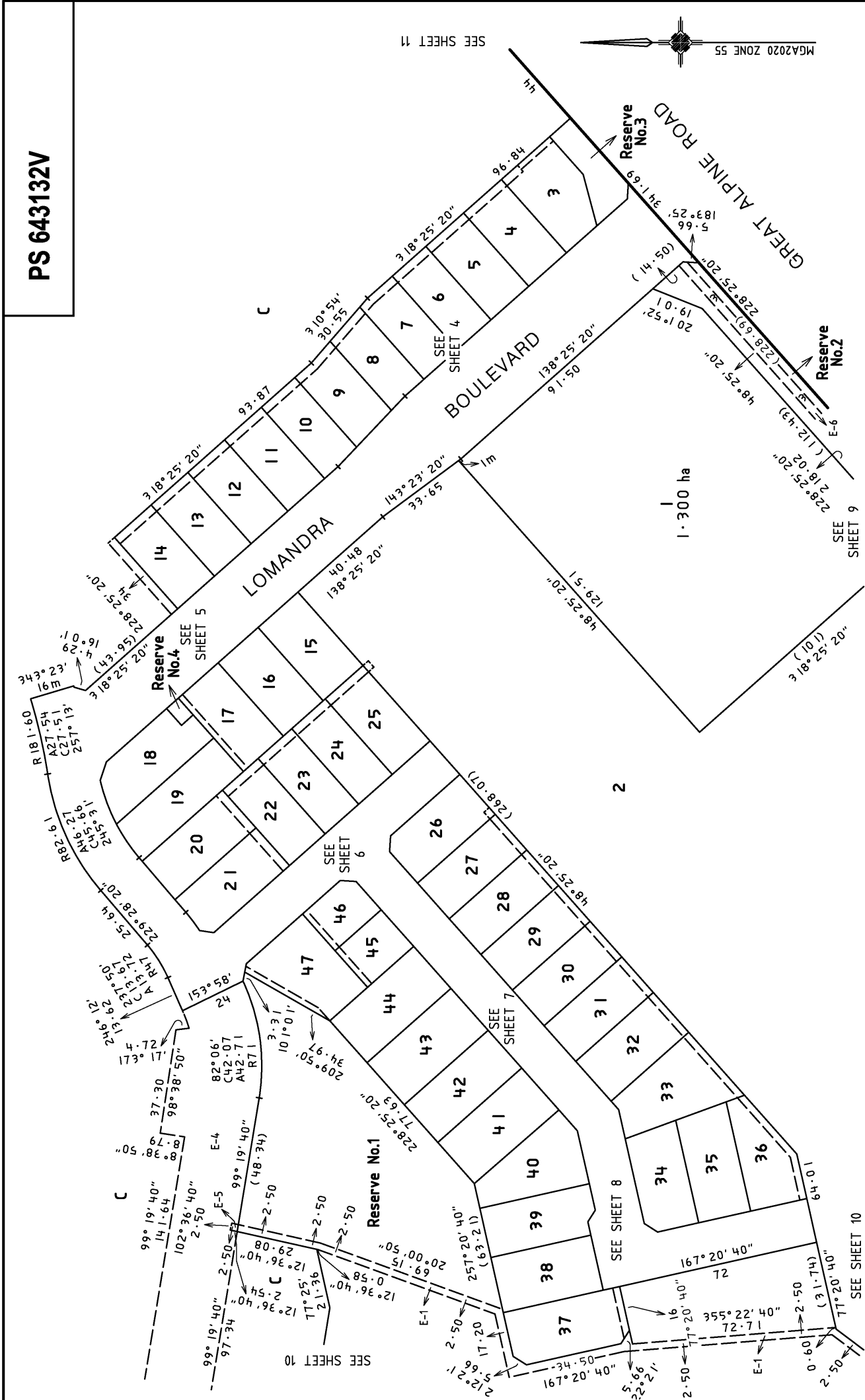
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Surveyor,  
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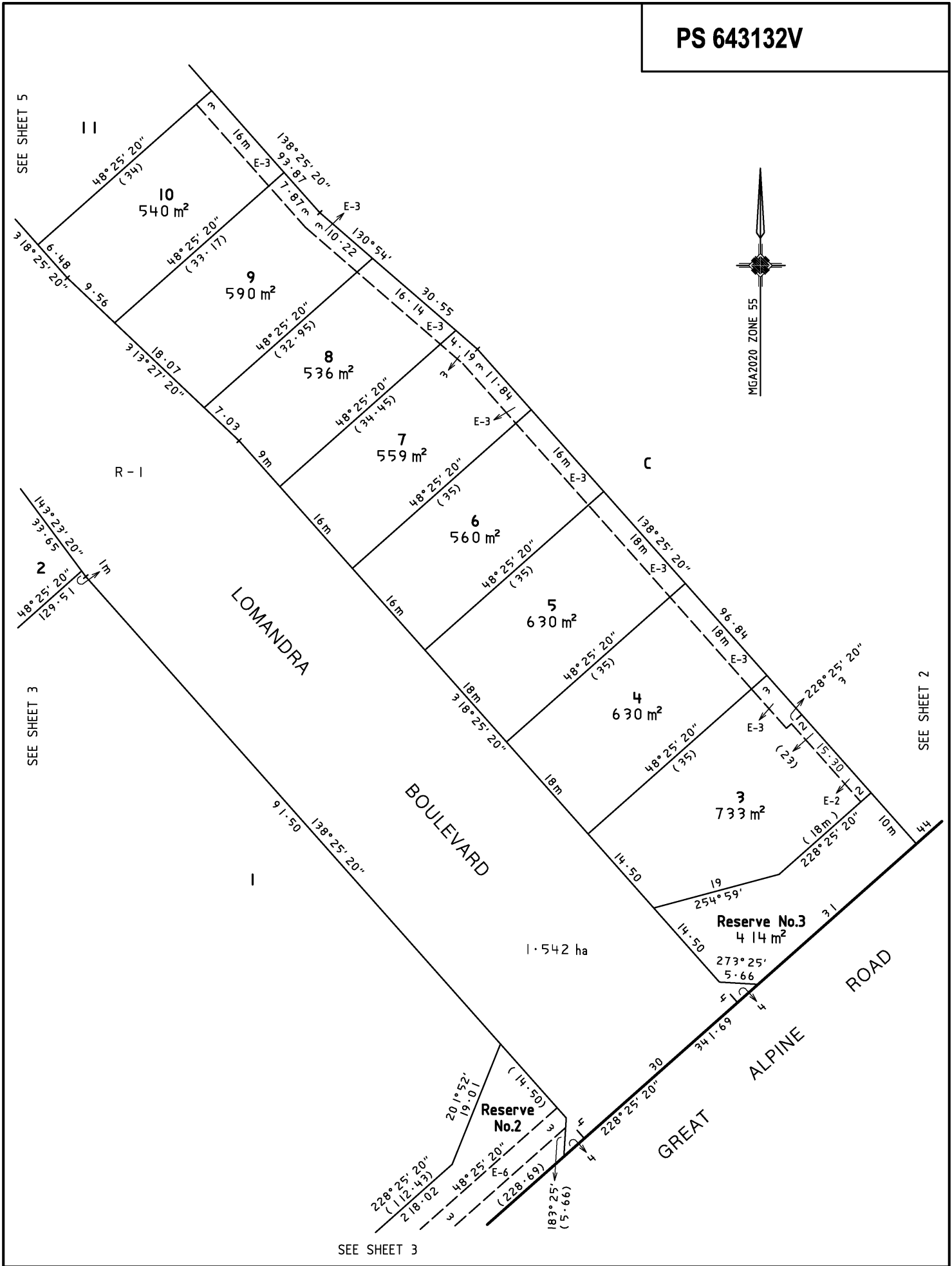
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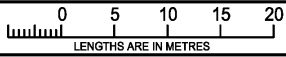
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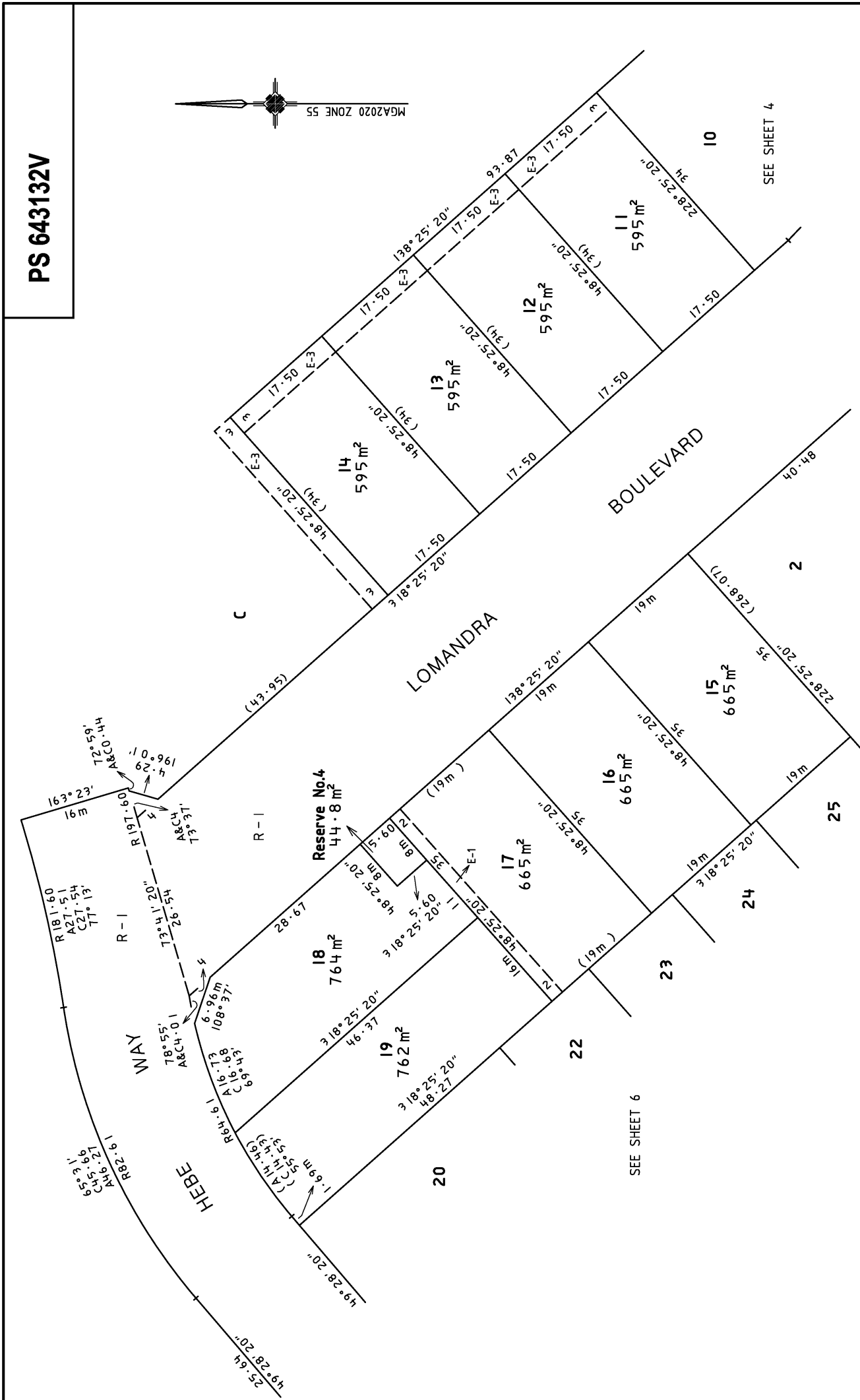
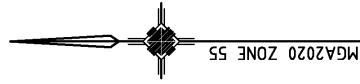
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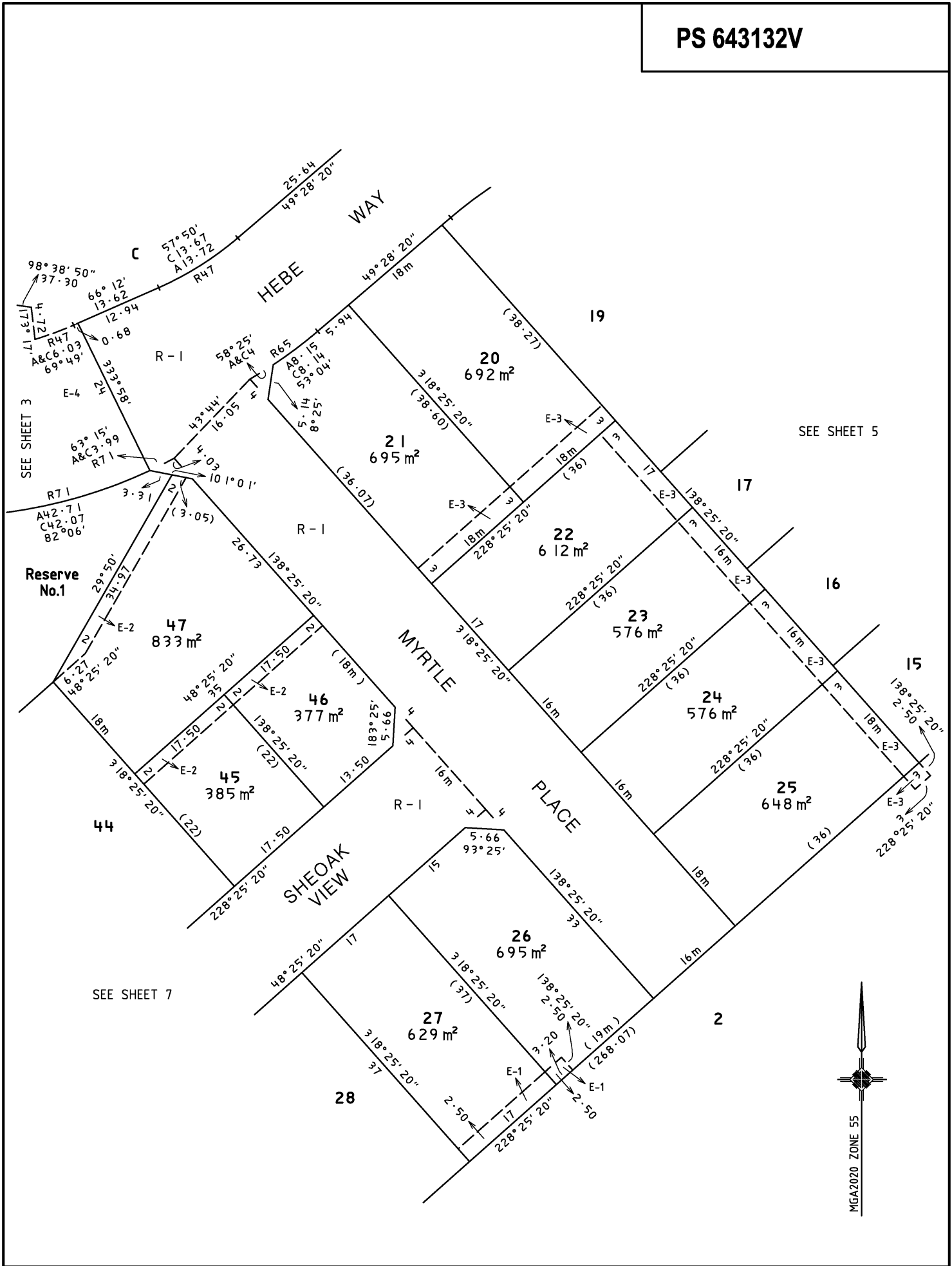
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SEE SHEET 5

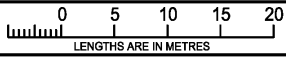
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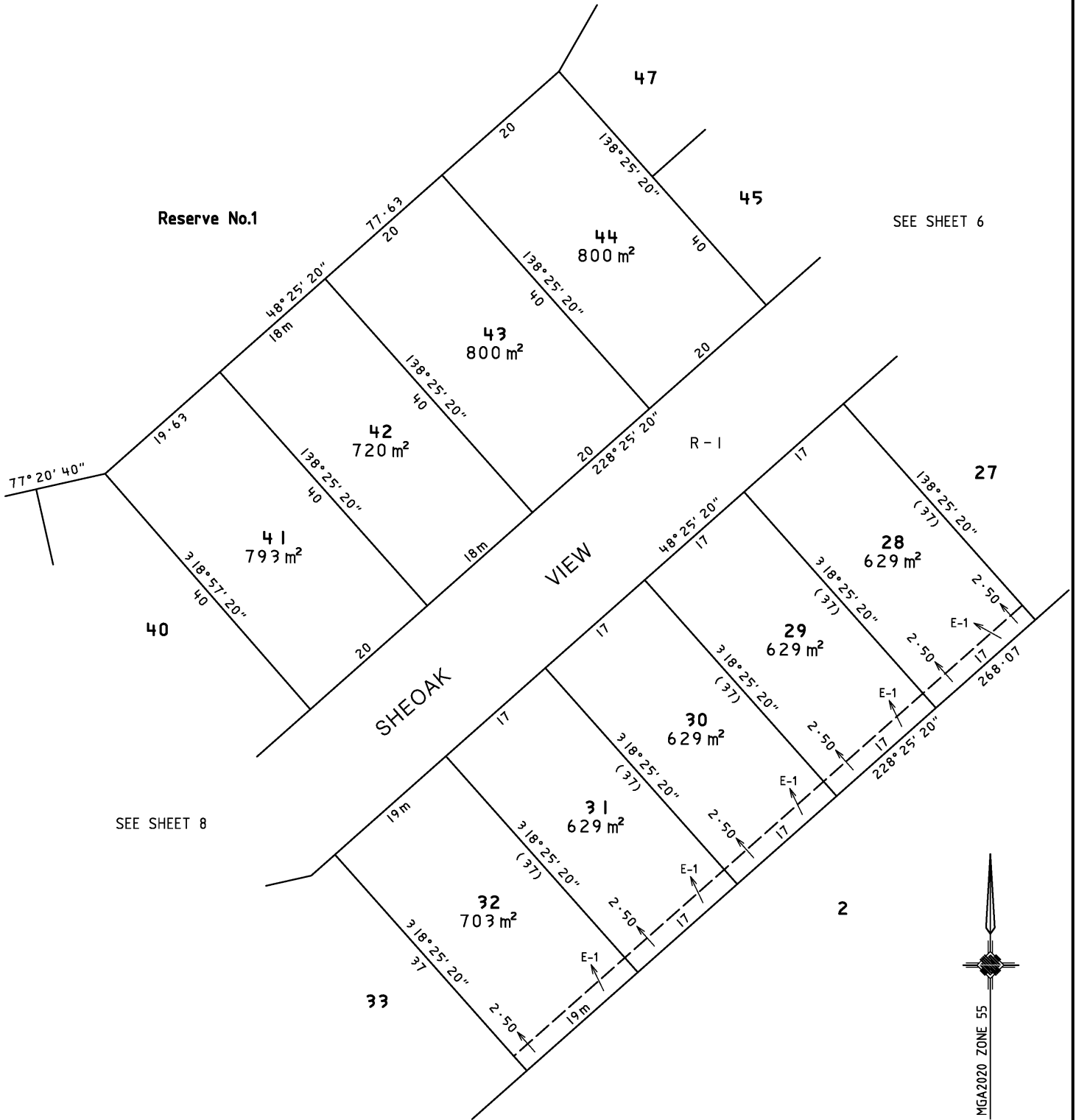
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SHEET 7

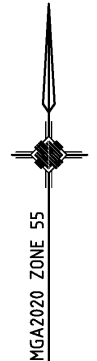
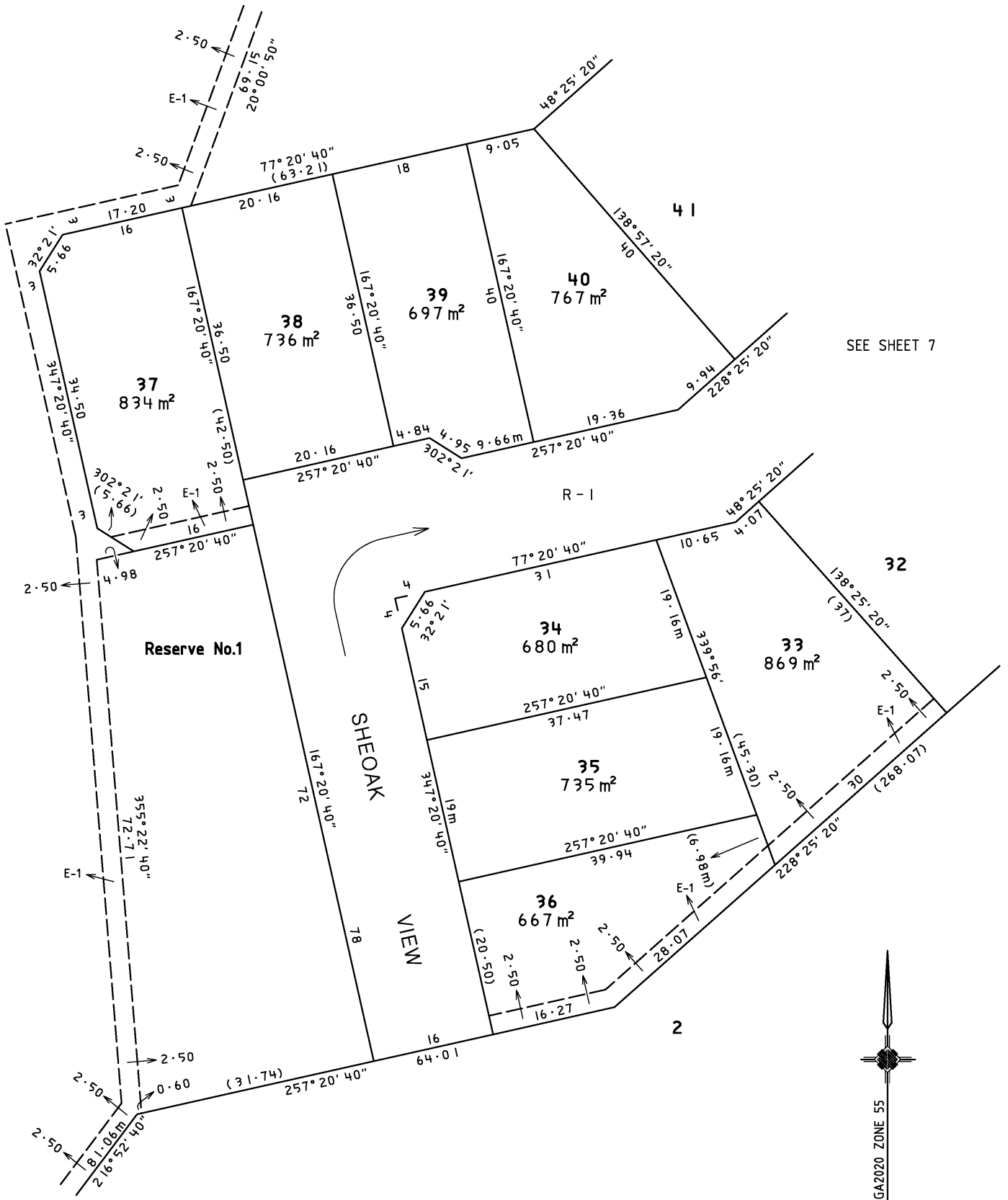
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**PS 643132V**

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SEE SHEET 7



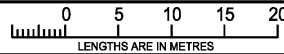
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 Surveyor's Plan Version (13),  
 25/11/2019, SPEAR Ref: S125596P

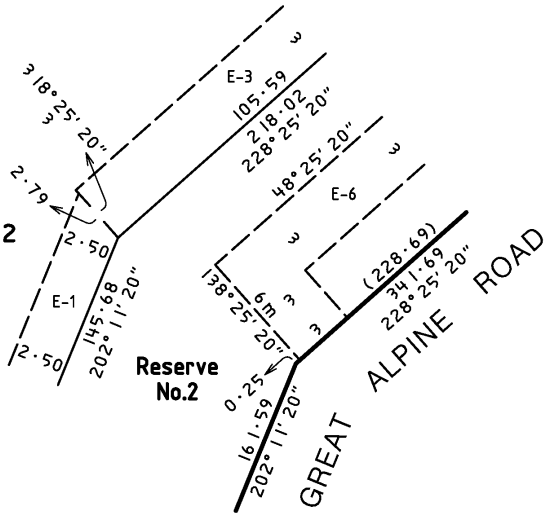
ORIGINAL SHEET  
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SHEET 8

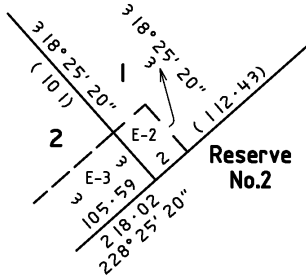
Digitally signed by:  
 East Gippsland Shire Council,  
 26/11/2019,  
 SPEAR Ref: S125596P

**PS 643132V**

**Enlargement A**  
Scale 1 : 250



**Enlargement B**  
Scale 1 : 250



**2**  
8 · 172 ha

**Reserve No.2**  
86 84 m<sup>2</sup>



SEE SHEET 10

SEE SHEET 3

**EASTWOOD ROAD**

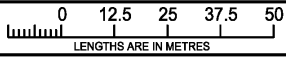
**GREAT ALPINE ROAD**



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644  
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE  
PH. (03) 9860 0300

SCALE  
1 : 1250



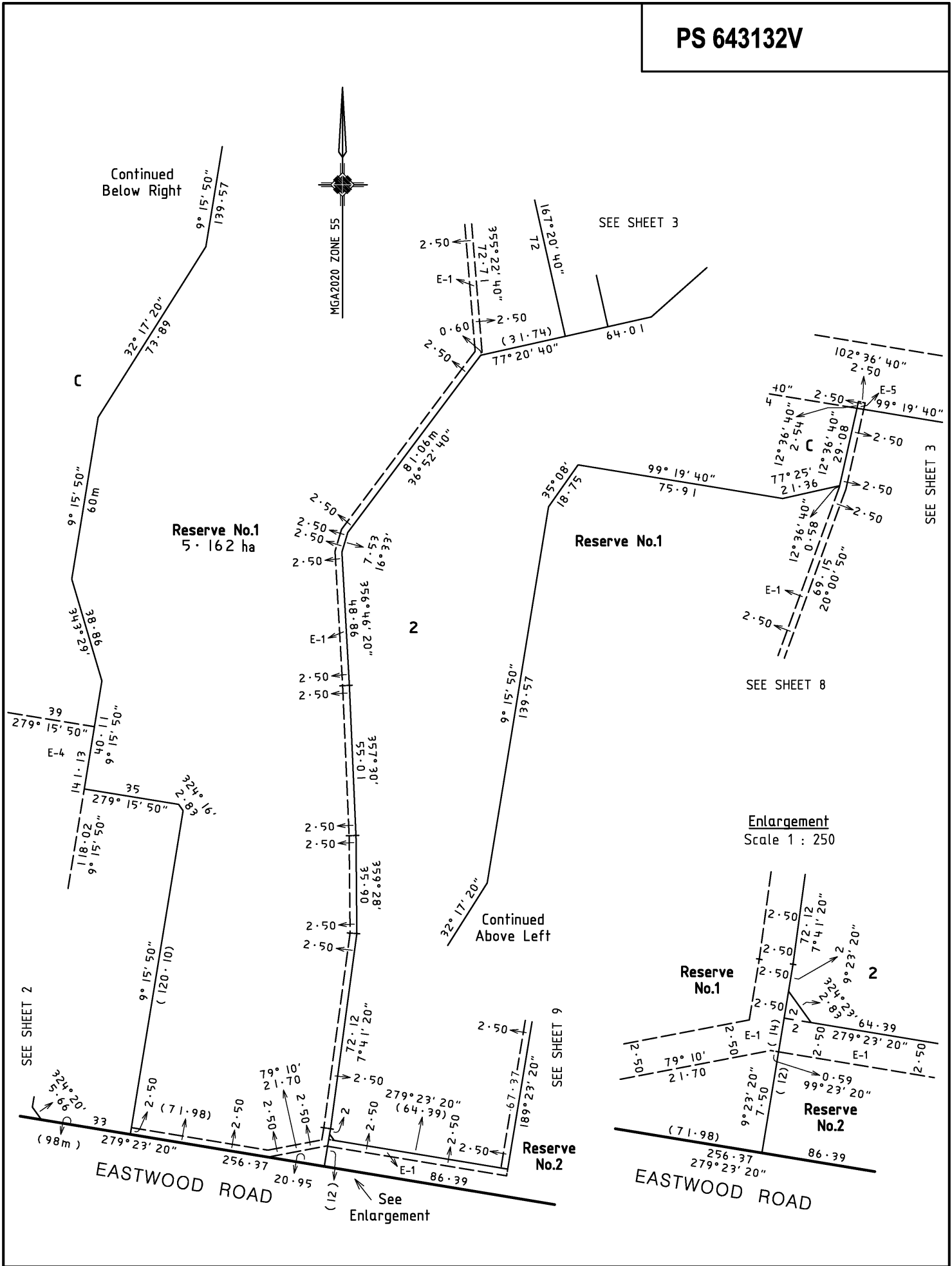
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Surveyor's Plan Version (13),  
25/11/2019, SPEAR Ref: S125596P

ORIGINAL SHEET  
SIZE A3

SHEET 9

Digitally signed by:  
East Gippsland Shire Council,  
26/11/2019,  
SPEAR Ref: S125596P

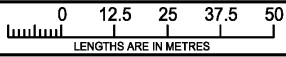
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**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644  
SUITE 4, LEVEL 5, 448 ST KILDARA RD, MELBOURNE  
PH. (03) 9860 0300

SCALE  
1:1250



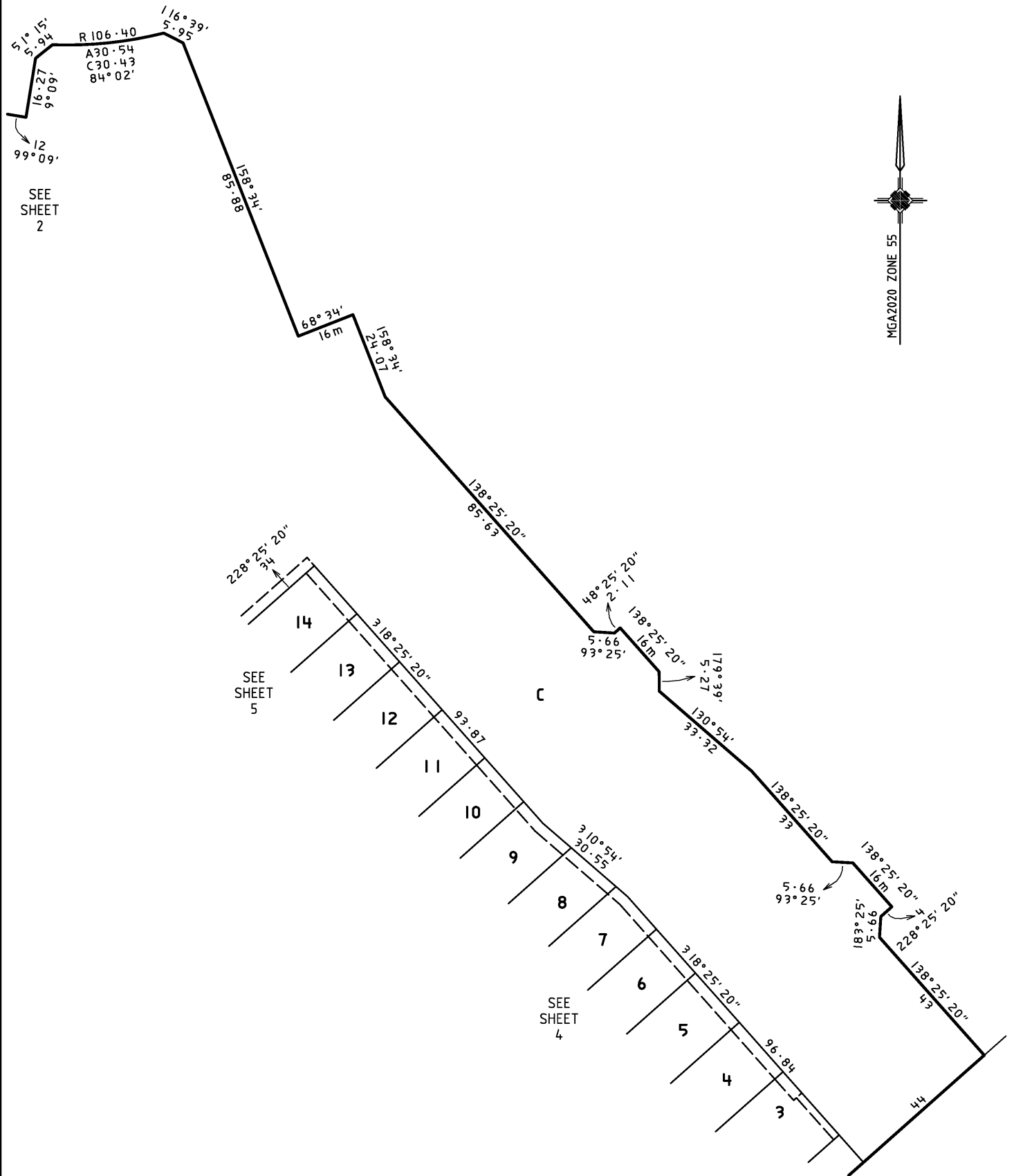
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Surveyor's Plan Version (13),  
25/11/2019, SPEAR Ref: S125596P

ORIGINAL SHEET  
SIZE A3

SHEET 10

Digitally signed by:  
East Gippsland Shire Council,  
26/11/2019,  
SPEAR Ref: S125596P

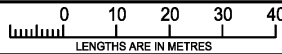
PS 643132V



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH. (03) 5975 4644  
SUITE 4, LEVEL 5, 448 ST KILDA RD, MELBOURNE  
PH. (03) 9860 0300

SCALE  
1: 1000



ORIGINAL SHEET  
SIZE A3

SHEET 11

Digitally signed by: Jonathan Trevor Neate, Licensed  
Surveyor,  
Surveyor's Plan Version (13),  
25/11/2019, SPEAR Ref: S125596P

Digitally signed by:  
East Gippsland Shire Council,  
26/11/2019,  
SPEAR Ref: S125596P



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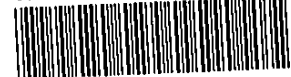
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Form 18

Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:PJD:5473078 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 10391 Folio 776

Authority: East Gippsland Shire Council of 273 Main Street, Bairnsdale, 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: [Handwritten Signature]

Name of officer: AARON HOLLOW

Office held: MANAGER DEVELOPMENT

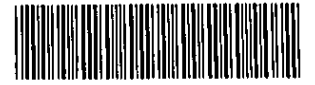
Date: 21/5/2009



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Date 12/05/09

**Agreement under Section 173  
of the Planning and Environment Act 1987**  
Subject Land: 135 Great Alpine Road, Lucknow

**East Gippsland Shire Council**  
and

**H.J. Pallot & Son Proprietary Limited**  
**ACN 004339753**



Maddocks

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# Agreement under Section 173 of the Planning and Environment Act 1987

## AG548405S

Dated 12 / 05 / 09



### Parties

Name	<b>East Gippsland Shire Council</b>
Address	273 Main Street, Bairnsdale, Victoria
Short name	<b>Council</b>

Name	<b>H.J. Pallot &amp; Son Proprietary Limited ACN 004339753</b>
Address	120 Macleod Street, Bairnsdale, Victoria
Short name	<b>Owner</b>

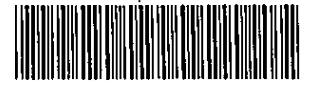
### Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme. Council is also the Planning Authority for Amendment C62.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Amendment C62 proposes to rezone the Subject Land to the Residential 1 Zone with a Development Plan Overlay to facilitate the urban development of the Subject Land.
- D. Council and the Owner have agreed to implement a scheme of development contributions for infrastructure and to that end, the Owner will make infrastructure contributions for the purpose of augmenting infrastructure on or in the vicinity of the Subject Land.
- E. As at the date of this Agreement, the Subject Land is encumbered by Caveat No. AF 393563R in favour of the Caveator. The Caveator has consented to the Owner entering into this Agreement with respect to the Subject Land.
- F. The parties enter into this Agreement:
  - F.1 to identify the infrastructure obligations of the Owner; and
  - F.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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**The Parties Agree**

---

**1. Definitions**

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

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

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

**Amendment C62** means Amendment C62 to the Planning Scheme prepared by Council in its capacity as a Planning Authority.

**Approval Date** means the date on which Amendment C62 comes into operation under section 37 of the Act.

**Landscape Masterplan** means the landscape plan to be approved by Council pursuant to Schedule 3 to the Development Plan Overlay, which is proposed to be introduced into the Planning Scheme as part of Amendment C62.

**lot** has the same meaning as in the *Subdivision Act 1988*.

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

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

**party or parties** means the Owner and Council under this Agreement as appropriate.

**Planning Scheme** means the East Gippsland Planning Scheme and any other planning scheme that applies to the Subject Land.

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

**Subject Land** means the land situated at 135 Great Alpine Road, Lucknow being the land referred to in Certificate of Title Volume 10391 Folio 776 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.

---

**2. Interpretation**

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.



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

**AG548405S**



**3. Obligations of the Owner**

**3.1 Improvements to public open space**

- 3.1.1 The Owner agrees that, prior to the issue of a Statement of Compliance in relation to any plan of subdivision for the Subject Land which vests any area of public open space in Council, the Owner must either:
  - (a) carry out improvements to the public open space, in accordance with the requirements of the Landscape Masterplan and in accordance with any requirements of Council, at the Owner's cost; or
  - (b) make an agreement in writing with Council, pursuant to section 21(1)(b)(ii) of the *Subdivision Act 1988*, in relation to the timing of those improvements to the public open space, at the Owner's cost.
- 3.1.2 The improvements that may be required pursuant to clause 3.1.1 include (but are not limited to), park shelters and other similar furniture (including associated lighting), signage, fences, pedestrian and cycle paths, playground equipment, public art or other structures (including associated lighting), earthworks, seats, bollards, landscaping, drainage lines and detention basins.

**3.2 Improvements to other public areas**

- 3.2.1 The Owner agrees that, prior to the issue of a Statement of Compliance in relation to any plan of subdivision for the Subject Land, the Owner must either:
  - (a) carry out improvements to all other areas within that plan of subdivision, other than lots and public open space areas, in accordance with the requirements of the Landscape Masterplan and in accordance with any requirements of Council, at the Owner's cost; or
  - (b) make an agreement in writing with Council, pursuant to section 21(1)(b)(ii) of the *Subdivision Act 1988*, in relation to the timing of those improvements, at the Owner's cost.
- 3.2.2 The improvements that may be required pursuant to clause 3.2.1 include (but are not limited to) treatments for 'gateway' areas and along the Great Alpine Road,



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signage, fences, public art or other structures (including associated lighting), seats and other street furniture.

### 3.3 The nature of the Owner's obligations

The Owner agrees that the obligations of the Owner as set out in this Agreement do not constitute public open space contributions within the meaning of the *Subdivision Act 1988*.

---

## 4. Further Obligations of the Owner

### 4.1 Notice and Registration

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

### 4.2 Further actions

The Owner further covenants and agrees that:

4.2.1 the Owner will do all things necessary to give effect to this Agreement;

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

### 4.3 Council's Costs to be Paid

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

---

## 5. Agreement under Section 173 of the Act

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

---

## 6. 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 Subject Land which may be affected by this Agreement.

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**7. Successors in Title**

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

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

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**8. General matters**

**8.1 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:

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

**8.2 Service of Notice**

A notice or other communication is deemed served:

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

**8.3 No Waiver**

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

**8.4 Severability**

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

**8.5 No Fettering of Council's Powers**

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



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subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

**AG548405S**

---

**9. Commencement of Agreement**

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This Agreement commences on the Approval Date.



---

**10. Ending of Agreement**

10.1 This Agreement ends on the earlier of:

10.1.1 the date the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced by a letter from Council to the Owner agreeing that the Agreement can be removed from the title to the Subject Land in which case this Agreement ends on the date of that letter; or

10.1.2 the date that Amendment C62 lapses under section 30 of the Act.

10.2 As soon as reasonably practicable after the Agreement has ended, Council will at the request and cost of the Owner, prepare and make application to the Registrar of Titles pursuant to section 183(2) of the Act to cancel the recording of this Agreement on the register in respect of the Subject Land.

# Signing Page

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

The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 12<sup>th</sup> day of May 2009 in the presence of:

*[Signature]*  
.....  
*Jan Philip*  
.....

Chief Executive

Witness



**EXECUTED** by H.J. Pallot & Son Proprietary Limited ACN 004339753 by being signed by the person who is authorised to sign for the company:

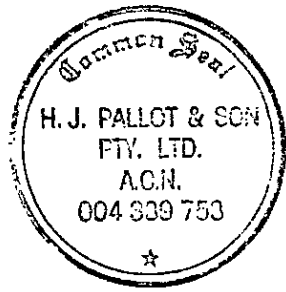
*[Signature]*  
.....  
WILLIAM JOHN PALLOT  
.....  
40 BALFOURS RD BARNSDALE  
.....

)  
)  
)  
)

Sole Director and Sole Company Secretary

Full name

Usual address



**AG548405S**



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Caveator's Consent

Brookfield Lakes Pty Ltd as Caveator of registered Caveat No. AF 393563R consents to the Owner entering into this Agreement and in the event that the Caveator becomes the owner, agrees to be bound by the covenants and conditions of this Agreement.

EXECUTED by Brookfield Lakes Pty Ltd  
ACN 126791142 by being signed by those  
persons who are authorised to sign for the  
company:

*[Handwritten Signature]*  
.....  
Director

*Daniel Caspar*  
.....  
Full name

*30 Foote St, Albert Park VIC*  
.....  
Usual address  
*3206*

*[Handwritten Signature]*  
.....  
Director (or Company Secretary)

*Daniel Caspar*  
.....  
Full name

*30 Foote St, Albert Park VIC 3206*  
.....  
Usual address



## FORM 2

Building Act 1993

Building Regulations 2018 Regulation 37(1)

### BUILDING PERMIT: BSU-1274/7285755492602

Date of issue: 08 February 2021

Stage description:

#### Issue to

Agent of Owner **BG & TH McNamara Builders Pty Ltd**  
 ABN/ACN **080093385**  
 Postal Address **5 Isabelle Drive Wy Yung** Postcode **3875**  
 Email **tania@mcnamarabuilders.com.au**  
 Address for serving or giving of documents: **5 Isabelle Drive Wy Yung** Postcode **3875**  
 Contact Person **Brian & Tania McNamara** Phone **0409 293 361**

#### Ownership Details

Owner **BG & TH McNamara Builders Pty Ltd**  
 ABN/ACN **080093385**  
 Postal Address **5 Isabelle Drive Wy Yung** Postcode **3875**  
 Email **tania@mcnamarabuilders.com.au**  
 Contact Person **Brian McNamara** Phone **0417908474**

#### Property Details

Number **18** Street/Road **Lomandra Boulevard** Suburb **Lucknow** Postcode **3875**  
 Lot/s **10** LP/PS **PS643132V** Volume **12170** Folio **611**  
 Crown allotment Section No - Parish **Wy Yung** County  
 Municipal District **19**

#### Builder

Name **Brian McNamara** Phone **0417908474**  
**BG & TH McNamara Builders Pty Ltd**  
 ABN/ACN **080093385**  
 Building Practitioner no \* **DB-U 12620**  
 Address **5 Isabelle Drive Wy Yung** Postcode **3875**

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

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

Name **Brian McNamara BG & TH McNamara Builders Pty Ltd** Phone **0417908474**  
 Postal Address **5 Isabelle Drive Wy Yung** Postcode **3875**

#### Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Brian McNamara BG & TH McNamara Builders Pty Ltd	Domestic Builder	DB-U 12620

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

Name	Category/class	Registration Number
Darrin Albert Sketch Building Design	Draftsperson	DP-AD 15038
Simon Anderson Simon Anderson Consultants	Engineering - Civil	EC 1711

#### Details of Domestic Building Work Insurance

Name of Builder **BG & TH McNamara Builders Pty Ltd** Name of issuer or provider **VMIA**  
 Policy Number **C575372**

## Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

Nature of Building Work: **Construction of Dwelling and attached Garage**

Storeys contains: **1**

Rise in storeys: **NA**

Effective height: **NA**

Type of construction: **NA**

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

Cost of Building Work: **\$295,000.00**

Total floor area of new building work in m<sup>2</sup>: **315**

## Conditions and required Certificates

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

## BCA Class

Part of Building: As per approved building permit plans

Class: 10a

Part of Building: As per approved building permit plans

Class: 1a(a)

## Protection Work

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

## Inspection Requirements

The mandatory inspection notification stages are:

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

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

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

## Commencement and Completion

This building work must commence by **08 February 2022**

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

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

This building work must be completed by 08 February 2023

## Relevant Building Surveyor

**Brian Ross**

**30 600 047 452**

**30 Macleod Street Bairnsdale**

**bairnsdale@egbp.com.au**



Brian Ross

**BSU-1274**

Permit number: **BSU-1274/7285755492602**

Date of issue: **08 February 2021**

# Annexures 'A'

## Conditions of approval

Building Permit No. BSU-1274/7285755492602 Issued 08 February 2021

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

1. All works authorised by this Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, National Construction Code of Australia 2019, other relevant codes and any Local Laws of the Municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The owner and/or builder are responsible to obtain any other relevant permits or consents prior to commencing work.  
The approval hereby given is based on the information provided. If at any stage any discrepancies, inconsistencies or non compliant issues are identified, the owner/builder is responsible to correct these abnormalities and obtaining the approval of the Relevant Building Surveyor, prior to continuation of the works.
2. Home Warranty Insurance applies in relation to building work approved by this permit.
3. The owner and/or builder shall be responsible to define the boundaries of the allotment.
4. This building permit shall be read in conjunction with the approved plans and supporting documentation.
5. Your attention is drawn to the fact that the property is subject to a Covenant No: AS909082B / AA5814.  
This document may have conditions which control this building. The approval hereby given does not in any way exempt the necessity to comply with any covenant that may affect the land or any condition on the planning approval, contained therein.
6. Your attention is drawn to the fact that the property is subject to a Section 173 Agreement under the Planning and Environment Act 1987 No: AG548405S. This agreement may have conditions which control this building. The approval hereby given does not in any way exempt the necessity to comply with any conditions that may affect the land.
7. The person in charge of the building site and building works must display a sign on the allotment during construction showing the names and contact details of the builder, relevant building surveyor and the building permit number and date of issue. These signs can be collected from each office if required.
8. The bush fire attack level (BAL) is BAL 12.5 and the building must be constructed in accordance with the requirements of AS 3959, 2018.
9. The building is deemed to be located in a N2 wind area. Therefore all framing is to be fixed, tied down and braced to comply with Residential framed construction AS 1684.2
10. The building is in an area designated by the Municipality as likely to be subject to infestation by termites and shall be protected in accordance NCC 2019 Volume 2 Part 3.1.4. It is the responsibility of the owner to maintain further inspections for termite activity.
11. All construction must meet the performance requirements of Section 2 of the National Construction Code of Australia 2019.
12. All timber framing must comply with AS 1684.2 – Residential-framed construction.
13. Provide (1) copy of truss layout, design and fixing and have them approved in writing prior to commencing framing. Provide one (1) copy of bracing plans, design and fixing prior to commencing framing. Provide one (1) copy of framing plans and lintels, design and fixing prior to commencing framing. All above design details must be signed by the designer and be submitted for approval by the relevant building surveyor with a minimum of 5 working days prior to calling for a frame inspection.
14. The threshold of a doorway must not incorporate a step or ramp at any point closer to the doorway than 750mm unless the door sill is not more than 570mm above the finish surface of the ground, balcony, or the like to which the door opens.  
Refer: NCC 2019 Volume 2 Part 3.9.1.5.
15. Stair construction must have a Max 190 and Min 115 Rise (R), Max 355 and Min 240 Going (G), and slope relationship (2R+G) Max 700, Min 550 and must be constant throughout each stair flight and an opening between the Rise and Going is not to permit a 125mm sphere to pass through in accordance with NCC 2019 Volume 2 Part 3.9.1.
16. Ground around building is to be graded away at 50mm per 1m for the first meter in accordance with NCC 2019 Volume 2 Part 3.1.3.3 and figure 3.1.3.2.
17. All glass within the building shall conform to NCC 2019 Volume 2 Part 3.6, and in particular all glass, where the line of sight is less than 2m to the bottom of the bath/shower, must be safety glass.
18. Thermal insulation in accordance with NCC 2019 Volume 2 Part 3.12 A. In the case of a new building, the building must -(i) Achieve a house energy rating of at least 6 stars and have either a rainwater tank connected to all sanitary flushing systems or solar water heater system installed, in accordance with the Plumbing Regulations 2018; or (ii) Comply with Practice Note 2014-55. (b) In the case of an alteration to, or re-erection of, an existing building, the building must comply with either, (i) Victorian energy efficiency prior to 1st July 2004 and the performance requirements P2.6.1 and P2.6.2 of the BCA Volume 2 or; (ii) As from 1st May 2011 The use of the Deemed to Satisfy requirements of Part 3.12 or using an alternative solution that can be assessed by the Verification Method V 6.2.2 . In any case alterations to a building assessed under the 6 star Standard must ensure that the existing 4,5 or 6 star House Energy Rating of the existing building is maintained.
19. Sarking for tile roofed dwellings must comply with NCC 2019 Volume 2 Part 3.5.2.4 and AS4200.1 and be installed with:-
  - (i) each adjoining sheet or roll being-
    - a) overlapped not less than 150mm; or
    - b) taped together; and
  - (ii) sarking fixed to supporting members at not more than 300mm centres; and
  - (iii) no sags greater than 40mm in the sarking.

The sarking requirements as indicated in Table 3.5.2.2 of the NCC 2019 Volume 2 must be complied with and an anti-ponding device must be installed on:-

  - a) On sarked roofs with a pitch less than 20°; and
  - b) On all roof pitches where there is no eaves overhang, regardless of whether sarking is required.

- An anti-ponding device/board required by a) must be water resistant and fixed along the eaves line from the top of the fascia back up the rafter with a clearance of approximately 50mm below the first batten.
20. Down pipes must be installed in accordance with NCC Volume 2 Part 3.5.3, and overflow provisions made for the spouting and be selected in accordance with the appropriate eaves gutter section as shown in table 3.5.3.2(a) and (c). Such down pipes shall be directed to an underground drainage system discharging to a legal point to the satisfaction of the Building Surveyor. Down pipes are to be provided to the building to serve a 12m maximum length of gutter in accordance with NCC Volume 2 Part 3.5.3.
  21. Storm water drainage must comply with AS 3500.3 & AS 3500.3.2
  22. Legal Point of discharge is determined by the Relevant Council.
  23. As constructed underwater storm water drainage details are to be submitted to the satisfaction of the relevant building surveyor prior to the issue of the Certificate of Occupancy or Final Certificate.
  24. All Wet areas to be constructed in accordance with AS3740 and NCC 2019 Volume 2 Part 3.8.1.
  25. Smoke alarms must be installed in accordance with NCC 2019 Volume 2 Part 3.7.5.2 NCC 2019:- Smoke alarms must—
    - (a) be located in—
      - (i) Class 1a buildings in accordance with 3.7.5.3 and 3.7.5.5; and
      - (ii) Class 1b buildings in accordance with 3.7.5.4 and 3.7.5.5.
    - (b) comply with AS 3786, except that in a Class 10a private garage where the use of the area is likely to result in smoke alarms causing spurious signals, any other alarm deemed suitable in accordance with AS 1670.1 may be installed provided that smoke alarms complying with AS 3786 are installed elsewhere in the Class 1 building; and
    - (c) be powered from the consumer mains source where a consumer mains source is supplied to the building; and
    - (d) be interconnected where there is more than one alarm.
  26. The door to the sanitary compartment must: a) open outwards; or b) slide; or c) be readily removable from the outside compartment; Unless there is a clear space of at least 1200mm between the closet pan and the nearest part of the doorway. Refer NCC 2019 Volume 2 Part 3.8.3.3
  27. Provide mechanical ventilation system to sanitary compartment, bathroom and laundry complying with NCC 2019 Volume 2 Part 3.8.5.2c. The installation must comply with AS 1668.2.
  28. (a) Where a pliable building membrane is installed in an external wall, it must-
    - (i) comply with AS/NZS 4200.1; and
    - (ii) be installed in accordance with AS 4200.2; and
    - (iii) be vapour permeable membrane for climate zones 6, 7 and 8; and
    - (iv) be located on the exterior side of the primary insulation layer of the wall assemblies that form the external envelope of a building.
 (b) Except for single skin masonry or single skin concrete, where a pliable building membrane is not installed in an external wall, the water control lay must be separated from water sensitive materials by a drain cavity.
  29. (a) An exhaust system installed in a kitchen, bathroom, sanitary compartment or laundry must have a minimum flow rate of:-
    - (i) 25 L/s for a bathroom or sanitary compartment; and
    - (ii) 40 L/s for a kitchen or laundry.
 (b) Exhaust from a bathroom, sanitary compartment, or laundry must be discharged-
    - (i) directly or via a shaft or duct to outdoor air; or
    - (ii) to a roof space that is ventilated in accordance with 3.8.7.4.
  30. (a) Where an exhaust system covered by 3.8.7.3 discharges into a roof space, the roof space must be ventilated to outdoor air through evenly distributed openings.
 (b) Openings required by (a) must have a total unobstructed area of 1/300 of the respective ceiling area if the roof pitch is more than 22 degrees.
 (c) 30% of the total unobstructed area required by (b) must be located not more than 900 mm below the ridge or highest point of the roof space, measured vertically, with the remaining required area provided by the eave vents.
  31. Regular inspection of the termite barriers and the building itself is necessary to ensure effective maintenance of the methods of protection. Damage to barriers should be repaired without delay. Inspections at intervals not exceeding twelve months are recommended. Where the termite risk is high or the building type susceptible to termite attack, more frequent inspections (3-6 months) should be undertaken. For more information concerning the detection of subterranean termite infestation, see Australian Standard (AS 3660) Protection of Buildings from Subterranean Termites-Prevention, Detection and Treatment of Infestation.
  32. Inspections carried out will be the mandatory inspections listed on the Building Permit and any other inspections required by the RBS to ensure compliance with the Act and the Regulations. Construction will not be supervised. Inspections carried out will be the minimum required to ensure compliance with the Act and Regulations, NOT supervision of all the work. It is the responsibility of the builder to construct the building fully in accordance with the approved permit documents. Variations must be approved by the RBS prior to construction and those variations that require further document survey and assessment/and or approval will incur an additional fee of \$200 GST INC plus any travel expenses. This includes, but is not limited to, amended documents, any other action will be charged at the standard rate of \$220 per hour plus any travel expenses.
  33. Any enforcement action necessary will incur fees. This may include but is not limited to; additional inspections, notices, orders and attendance at any hearing or responding to the Victorian Building Authority. Cost of these services is as follows GST INC: Written Direction: \$75+GST: Directions, Notices and Orders \$550 each + inspection fees. Any other action will be charged at the minimum rate of \$275 per hour plus any travel expenses.
  34. Upon completion of the building works you are required to submit the following documentation:-
    - (i) Application for Occupancy Permit in accordance with Form 15 Regulation 186(1);
    - (ii) Certificate of compliance from Plumbers engaged in carrying out any plumbing works; (iii) Certificate of compliance from any Electricians engaged in carrying out any electrical works;
    - (iv) Builder/owner builder to submit a signed and dated compliance statement that works required by the accredited energy rater (part of the building permit) have been complied with;
    - (v) Builder and/or owner builder to submit a signed and dated compliance statement that all wet area construction

measures in accordance with NCC Volume 2 Part 3.8.1.2 have been properly carried out.

(vi) Certificate of Installation for Termite Treatment to be submitted;

(vii) Builder/ owner to supply a statement and/ or Certificate from manufacturer stating that all Glazing has been manufactured and installed in accordance with Part NCC Volume 2 Part 3.6 and AS1288.

(viii) Final clearance from the Environmental Health Department for the installation / alterations of the septic tank;

(ix) As constructed underground stormwater drainage details are to be submitted to the Relevant Building Surveyor prior to the issue of any Final Certificate;

### **Relevant Building Surveyor**

**Brian Ross**

**ABN 30 600 047 452**

**Address 30 Macleod Street Bairnsdale**

**Email bairnsdale@egbp.com.au**



Brian Ross

**BSU-1274**

Permit number: **BSU-1274/7285755492602**

Date of issue: **08 February 2021**

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

**Property Details:**

Number: **18** Street/Road: **Lomandra Boulevard** Suburb: **Lucknow** Postcode: **3875**  
Lot/s: **10** LP/PS: **PS643132V** Volume: **12170** Folio: **611**  
Crown allotment: Section No: - Parish: **Wy Yung** County:  
Municipal District: **19**

**Building permit number:** BSU-1274/7285755492602  
**Version of BCA applicable to building permit:** NCC 2019 Volume 2  
**Nature of Works:** Construction of Dwelling and attached Garage

**Building details:**

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

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

Inspection Type	Approved Date
Inspection of pier holes	21/07/2021
Inspection of steel for slab	03/08/2021
Inspection of framework	14/02/2022
Inspection for Occupancy Permit	20/12/2022

**Relevant Building Surveyor**

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



**Occupancy Permit number:** BSU-1274/7285755492602  
**Date of issue:** 21 December 2022

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

# Domestic Building Insurance

## Certificate of Insurance

**B.G. & T.H. MCNAMARA - BUILDERS PTY LTD****5 ISABELLE DRIVE  
WY YUNG  
VIC 3875**

Policy Number:

**C575372**

Policy Inception Date:

**27/01/2021**

Builder Account Number:

**009449**

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: **18 Lomandra Bvd LUCKNOW VIC 3875 Australia**Carried out by the builder: **B.G. & T.H. MCNAMARA - BUILDERS PTY LTD**Builder ACN: **080093385**

**!** 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): **B.G. & T.H. MCNAMARA - BUILDERS PTY LTD**Pursuant to a domestic building contract dated: **27/01/2021**For the contract price of: **\$ 295,000.00**Type of Cover: **Cover is only provided if B.G. & T.H. MCNAMARA - BUILDERS 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](mailto:dbi@vmia.vic.gov.au)

### IMPORTANT

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

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

### Period of Cover

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

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

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

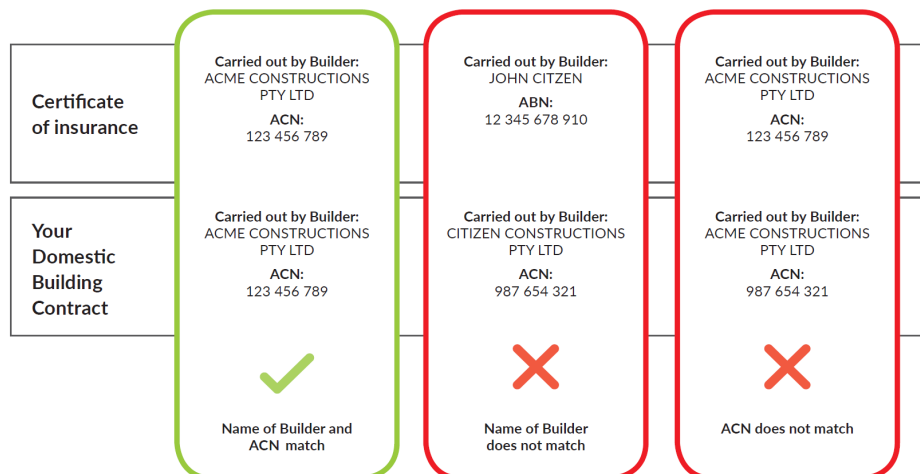
Issued by Victorian Management Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$910.00</b>
GST:	<b>\$91.00</b>
Stamp Duty:	<b>\$100.10</b>
<b>Total:</b>	<b>\$1,101.10</b>

**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*





From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 16 October 2024 11:06 AM

## PROPERTY DETAILS

Address: **18 LOMANDRA BOULEVARD LUCKNOW 3875**

Lot and Plan Number: **Lot 10 PS643132**

Standard Parcel Identifier (SPI): **10\PS643132**

Local Government Area (Council): **EAST GIPPSLAND** [www.eastgippsland.vic.gov.au](http://www.eastgippsland.vic.gov.au)

Council Property Number: **99818**

Planning Scheme: **East Gippsland** [Planning Scheme - East Gippsland](#)

Directory Reference: **Vicroads 689 N3**

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **East Gippsland Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: **GIPPSLAND EAST**

## OTHER

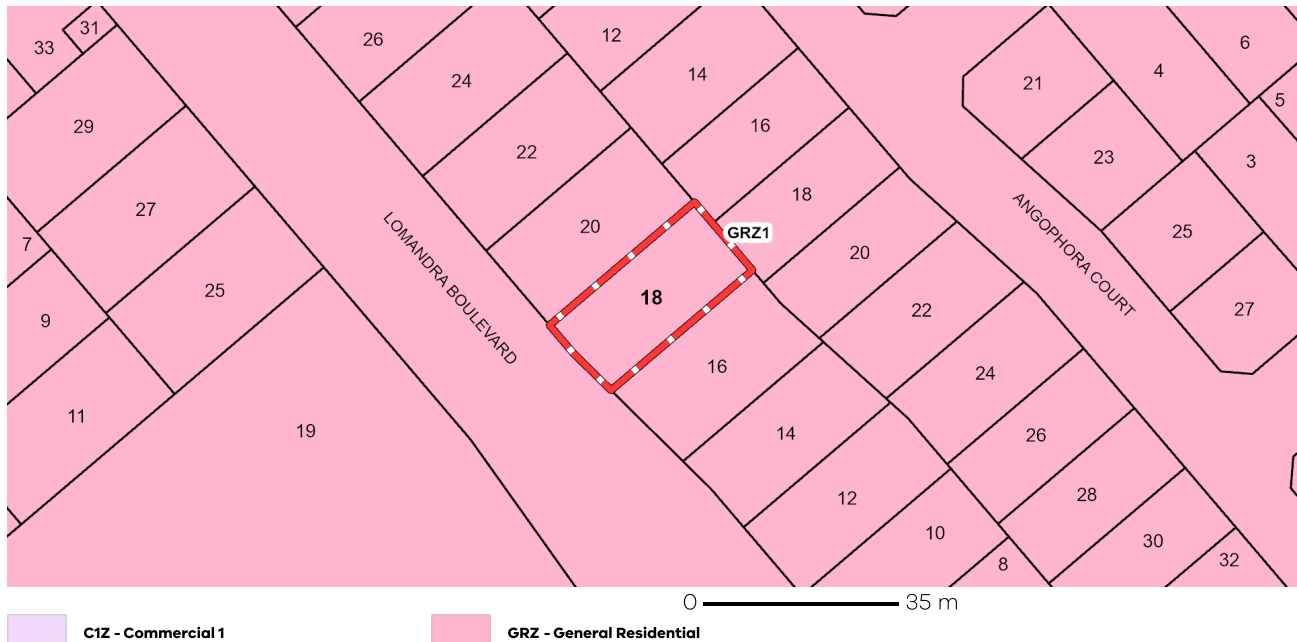
Registered Aboriginal Party: **Gunaikurnai Land and Waters  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

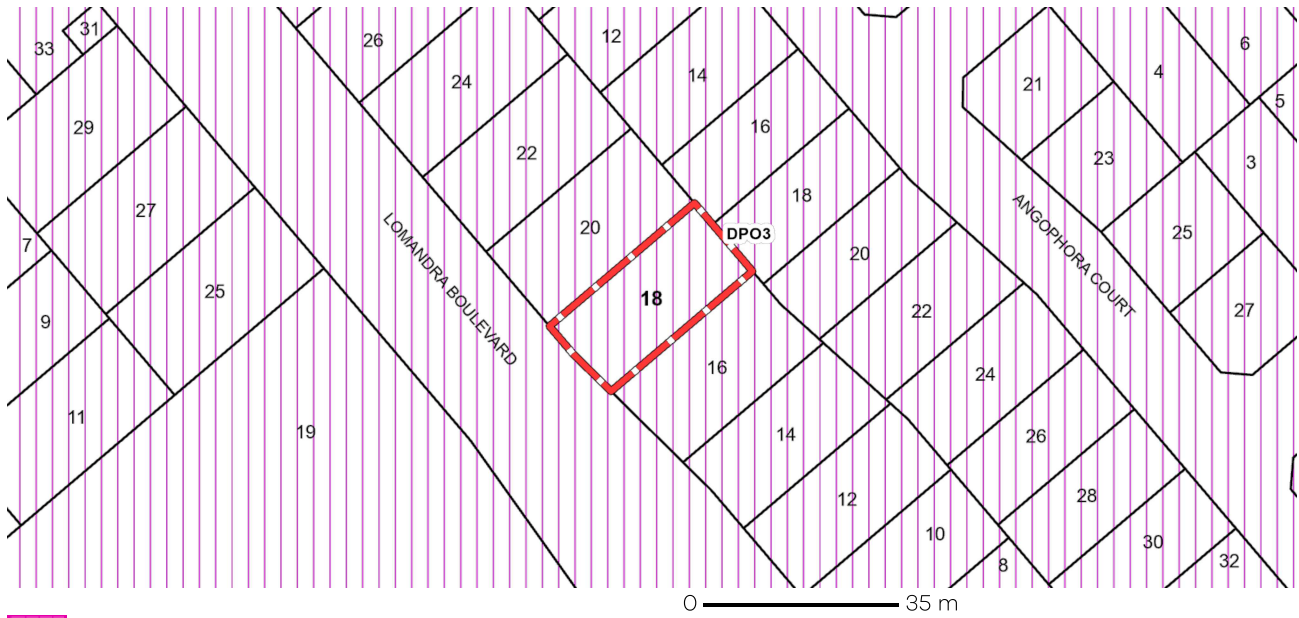


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlay

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 3 (DPO3)



 DPO - Development Plan Overlay

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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



## Further Planning Information

Planning scheme data last updated on 7 October 2024.

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

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

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

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

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

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.  
No special bushfire construction requirements apply. Planning provisions may apply.**

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#).

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

DATED

2024

**B.G. & T.H. MCNAMARA - BUILDERS PTY LTD**

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**VENDORS STATEMENT**

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**Property: 18 Lomandra Boulevard, Lucknow VIC**

**East Vic Conveyancing Pty Ltd**

6/26 Bailey Street  
BAIRNSDALE VIC 3875  
Tel: 0407 420 771  
Ref: BC:24195