

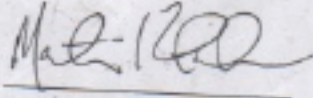
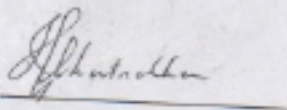
Vendor Statement

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 74 STATION STREET, BELGRAVE VIC 3160

Vendor's name	Martin Kutschker	Date	18/5/22
Vendor's signature			
Vendor's name	Katrina Licuanan Kutschker	Date	18/5/22
Vendor's signature			

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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.

(a) Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

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:

Are contained in the attached certificates and/or statements

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 type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

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 2000m²; (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):

Are as follows:
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)

1. Register Search Statement Volume 4198 Folio 402
2. Plan of Subdivision LP6241 and Title Pla 663588X
3. Owner Builder Waramty Insurance Certificate and Policy
4. Section 137 B Owner Builder report.
5. Building Permit CBS-U 58098/5749389703332 3 NOvember 2022 Partial Restump
6. Notice of Final Inspection Partial Restump
7. DELWP Planning Certificate.
8. Rates Notice.
9. Yarra Valley Water Information Statement.

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

Page 1 of 1

VOLUME 04198 FOLIO 402

Security no : 124097170307E
Produced 29/04/2022 11:41 AM

LAND DESCRIPTION

Lots 1 and 2 on Title Plan 663588X.

PARENT TITLES :

Volume 03810 Folio 833 Volume 04046 Folio 168

Created by instrument 0883205 08/04/1919

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

MARTIN KUTSCHKER

KATRINA LICUANAN KUTSCHKER both of 74 STATION STREET BELGRAVE VIC 3160

AN003744Y 09/08/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ610890A 06/01/2018

RESIDENTIAL MORTGAGE GROUP PTY LTD

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

DIAGRAM LOCATION

SEE TP663588X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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	TP663588X
Number of Pages (excluding this cover sheet)	1
Document Assembled	29/04/2022 11:48

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TITLE PLAN	EDITION 1	TP 663588X
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<p>Location of Land</p> <p>Parish: NARREE WORRAN</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment: 70J (PT)</p> <p>Crown Portion:</p> <p>Last Plan Reference: LP 6241</p> <p>Derived From: VOL 4198 FOL 402</p> <p>Depth Limitation: NIL</p>	<p style="text-align: center;">Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
--	--

Description of Land / Easement Information

All that piece of Land, delineated and coloured red on the map in the margin, being Lot 26 and part of Lot 27 on Plan of Subdivision No. 6241 lodged in the Office of Titles and being part of Crown Allotment Seventy -- Parish of Narree Worrans County of Mornington Together with a right of carriage way over the roads colored brown on said Plan of Subdivision except those lying to the -- south of Benson Street - - - - -

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT

COMPILED: 24/10/2000

VERIFIED: P.C.

COLOUR CODE

R = RED

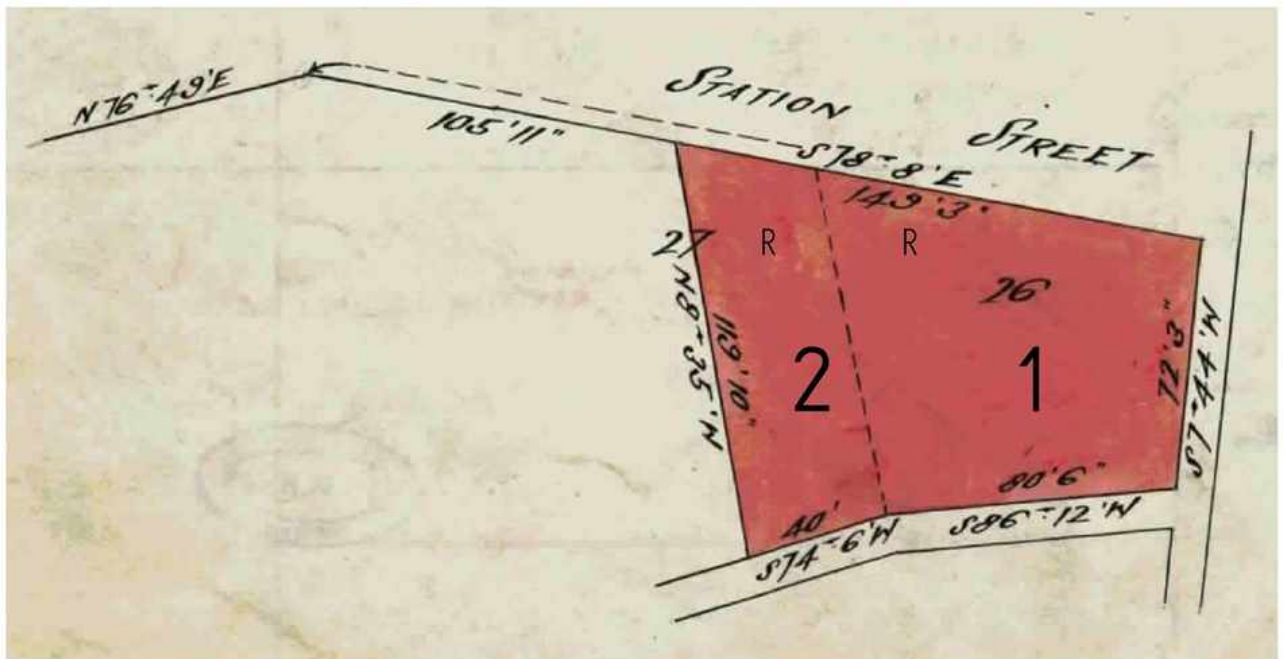


TABLE OF PARCEL IDENTIFIERS	
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	
PARCEL 1	= LOT 26 ON LP 6241
PARCEL 2	= LOT 27 (PT) ON LP 6241

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LP 6241

EDITION 4

PLAN MAY BE LODGED 5/12/13

COLOUR CODE

R1 & E-1 = BROWN

ROADS COLOURED BROWN

STREET NAME AMENDED

FROM: MILL STREET
TO: MINTER STREET
VIDE: GAZ 1973 P.3457
FROM: BEST & MARTIN STS
TO: ROSS STREET
VIDE: CORR. 34/15664

APPROPRIATIONS

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR ROADS

APURTENANCIES

AS TO LOTS 9, 24, 78, 83 & 104 TOGETHER WITH A RIGHT OF CARRIAGEWAY OVER THE ROADS COLOURED BROWN ON THIS PLAN

ENCUMBRANCES

AS TO THE LAND MARKED R-1 ANY EASEMENTS AFFECTING THE SAME

**3 SHEETS
SHEET 1**

PLAN OF SUBDIVISION OF
PARTS OF CROWN ALLOTMENTS 70^J & 70^K
PARISH OF NARREE WORRAN

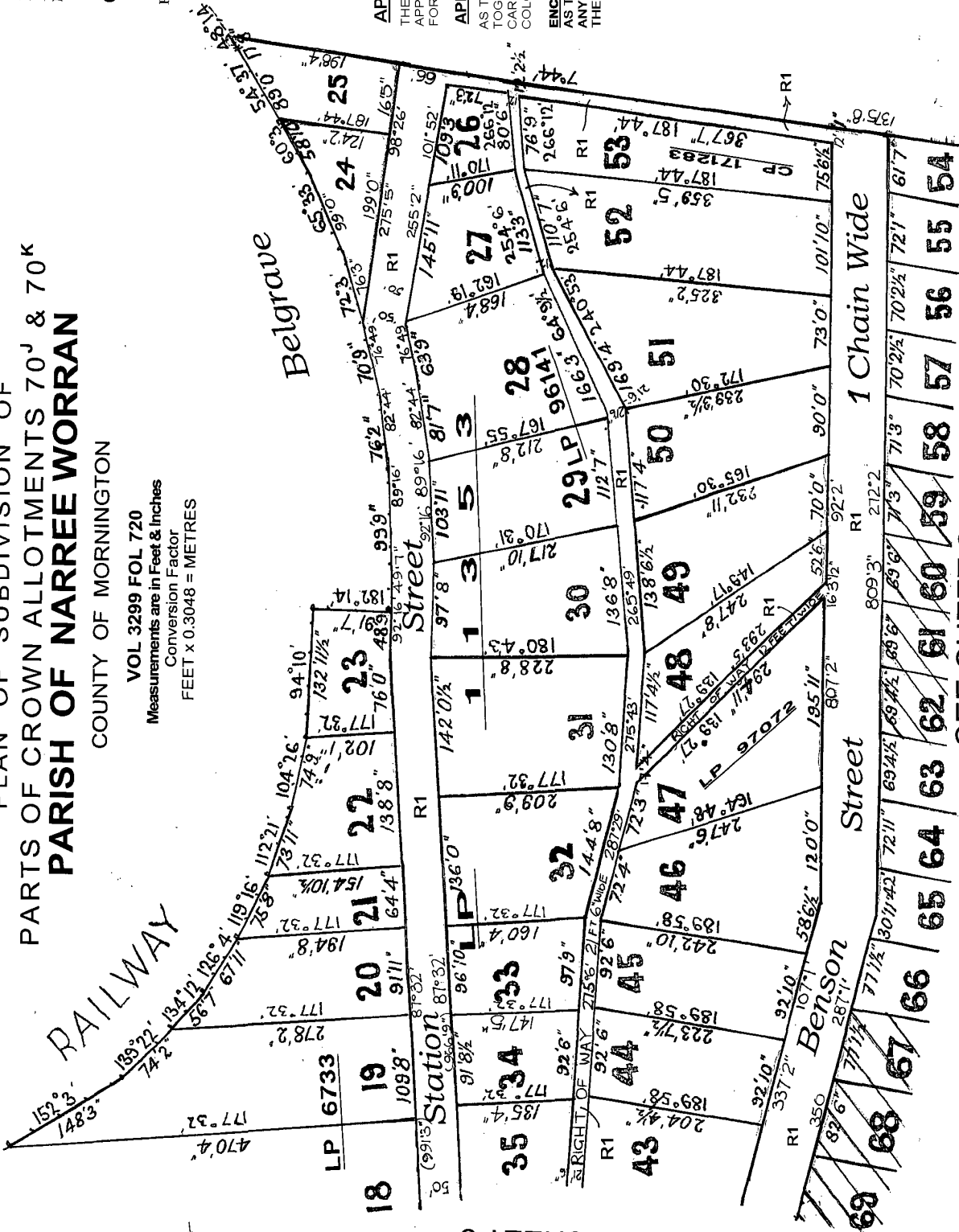
COUNTY OF MORNINGTON

VOL 3299 FOL 720

Measurements are in Feet & Inches

Conversion Factor

FEET X 0.3048 = METRES



SEE SHEET 3

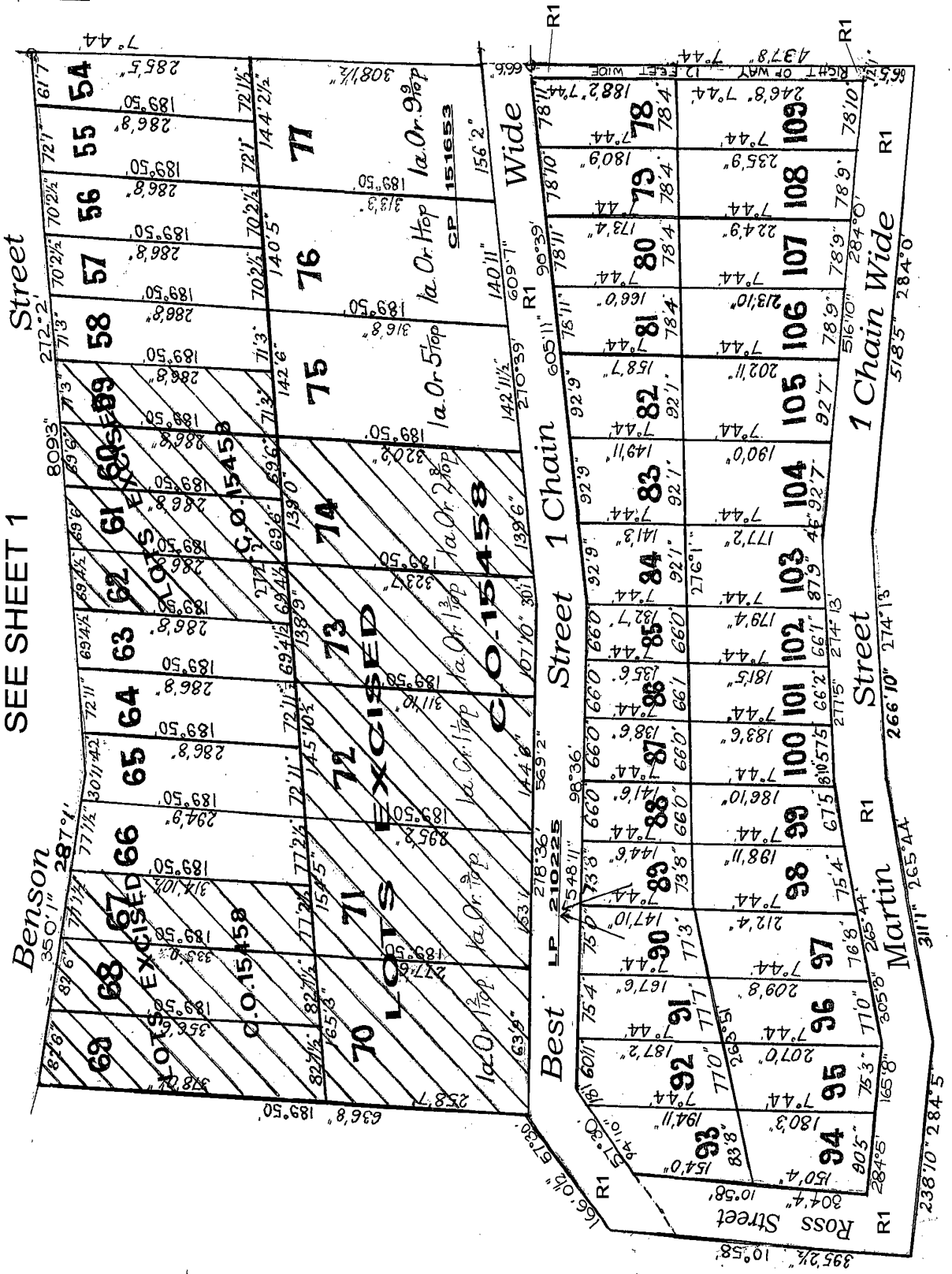
SEE SHEET 2



LP 6241

3 SHEETS
SHEET 2

SEE SHEET 1





Marcus T Taylor
Building Consultant
11 James Lane Mordialloc
marcustaylor@fastmail.fm
0419 33 55 80

When you need an expert to take a look
Owner Builder condition report
Section 137B

Client

Marty Kutschker
74 Station Street
Belgrave

Building Practitioner

Marcus T Taylor IN-L 40262
11 James Lane
Mordialloc 3195

Property details

74 Station Street
Belgrave

Inspection details

Date: 27th April 2022
Weather: Sunny

Permit details

CBS-U 58098/5749389703332

Documents provided

Building Permit
Certificate of Final Inspection





Marcus T Taylor Building Consultant

General Description of Building

Double storey weatherboard home.

Description of Owner builder works

Restumping. Renovated the two upstairs bathrooms. Replaced toilet in the bathroom on ground floor. Removed the vinyl tiles over existing tiles in the powder room. Polished the floor boards. Replaced lighting, skirting and blinds throughout. Repainted internally and externally throughout. Replaced shade sail. Removed kitchen window and cabinetry and installed bifold door. Repaved front stairs. Added front gate. Added planter boxes outside the second level windows. Added floating laundry bench. Replaced oven and dishwasher. Added door to the end of the hallway on ground floor.



Construction details			
Floor construction	Timber	Windows	Timber
Structure	Timber	Wall lining	Plaster
Roof shape	Pitched	Exterior cladding	Timber
Roof covering	Tiles & Iron	Frame	Timber

Service and facilities			
Sewerage	Connected	Water	Connected
Gas	Connected	Telephone	Available
Electrical	Connected	Smoke alarms	Connected
Heating	Connected	Cooling	Connected



Marcus T Taylor Building Consultant

Areas covered by this report			
Restump	Bathrooms X2	Floorboards	Lighting
Carpet	Blinds	Skirting	Kitchen
Bifold door	Painting	Front gate	Planter boxes
Laundry	Powder room	Front stairs	Hallway door

Essential services to be maintained as set out in the building permit

Not applicable

Areas not inspected

All applicable and accessible areas were inspected.

Secondhand materials used in the works

Oven and dishwasher.

Incomplete works

Nil

Defects in the building works

Nil

Inaccessible areas

Nil

Comment

These renovation works appear to be constructed to a reasonable standard.

Marcus T Taylor *Dip Bldg. Dip Bldg Surv. MAIBS*

29th April 2022



Marcus T Taylor Building Consultant

Scope, purpose and limitations of this report

This report has been prepared for the client named herein for the purposes of reporting on the Owner Builder works and for obtaining warranty insurance for Owner Builder works, if the value of works undertaken exceeds \$ 16,000.

The purpose of the report is to provide a condition report in accordance with section 137b of the Building Act where Owner Builder works have been undertaken. It is not a guarantee that works are free from latent or other defects.

The scope of the report is a visual inspection of the works to identify significant defects in the works and to form an opinion regarding the condition of the works at the time of inspection. The property report was obtained by visual means where reasonable access was granted.

Reasonable access is defined in AS 4349.1 and includes in part, Subfloor access through 400 X 500mm openings and subfloor crawl spaces 400mm high. Roof interior crawl spaces 600 X 600 accessible with a 3.6m ladder
Roof exteriors accessible with a 3.6m ladder placed on the ground.

The plumbing and electrical systems were not tested.

This report does not include assessment of any matter beyond the consultants expertise.

This report is not a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, or by law. This report does not warrant that works detailed herein have been constructed in accordance with The Building Act and Building Regulations. No warranty is given that building permits and other approvals were correctly obtained and potential purchasers should make their own enquiries with Council.

This report is not a warranty or insurance policy against and problems developing with the building/s in the present or near future.

No excavations were made and no items of furniture have been moved to obtain the information for this report.

No investigation or detection of wood destroying insects such as termites and wood borers has been undertaken.

No investigation of any appliances such as dishwashers, ovens etc has been done.

There is no guarantee that all faults and or defects have been identified by this report.

End of Report

Form 2**Regulation 37(1)
Building Act 1993
Building Regulations 2018**Level 1, 649 Bridge Road
Richmond, Victoria 3121
P: 03 9421 0421
F: 03 9421 3921
E: office@bsgm.com.au**BUILDING PERMIT**

Application Number: 47932

**Building Permit No. CBS-U 58098/5749389703332
03 November 2021
Partial Restump of Dwelling****Issued to**

Agent of Owner	Martin Kutschker	
Postal Address	74 Station Street Belgrave	Postcode 3160
Email	martyk73@gmail.com	
Address for serving or giving of documents:	74 Station Street Belgrave	Postcode 3160
Contact Person	Bill Hammen	Telephone 0418 380 721

Ownership Details

Owner	Martin Kutschker	
Postal Address	74 Station Street Belgrave	Postcode 3160
Email	martyk73@gmail.com	
Contact Person	Martin Kutschker	Telephone 0425 715 132

Property Details

Building Name			
Number 74	Street/Road Station Street	Suburb Belgrave	Postcode 3160
Lot/s 1	LP/PS TP663588	Volume	Folio
Crown allotment	Section No	Parish	County Australia
Municipal District	Yarra Ranges Shire Council		

Builder

Name	Dorset Reblocking Pty Ltd Bill Hammen	Telephone 0397231050
Building Practitioner Registration No	DB-L 1268	
Address	19 Penhyrn Avenue Croydon	Postcode 3136

Natural Person for service of directions, notices and orders

Name	Bill Hammen	Telephone 0397231050
Postal Address	19 Penhyrn Avenue Croydon	Postcode 3136

Building Practitioner or Architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Bill Hammen	Domestic	DB-L 1268

Details of Domestic Building Work Insurance

Name of the builder: **Bill Hammen Dorset Reblocking Pty Ltd**

The issuer or provider of the required insurance policy is: **N/A**

Insurance policy number : **N/A**

Insurance policy date : **N/A**

Insurance policy cover: **N/A**

Details of Relevant Planning Permit

Planning Permit No: **N/A**

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

Nature of Building Work

Partial Restump of Dwelling

Storeys contained: **1**

Allotment Area: **1134**

Rise in storeys: **N/A**

Effective height: **N/A**

Type of construction: **N/A**

Version of BCA applicable to permit: **2019**

Cost of Building Work: **\$11,500.00**

Total floor area of new building work in m²: **0**

Conditions and required Certificates

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

Building Classification

Part of Building: **Dwelling**

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. Stump Holes
2. Final

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

Commencement and Completion

This building work must commence by 03 November 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.

This building work must be completed by 03 November 2023

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

Conditions

This permit is subject to the following conditions

1. Sub floor bracing to be designed and installed to all areas as per engineers design.
2. Sub floor bracing to be designed and installed to all areas where the height of the stump above the ground exceeds 15 times the width of the stump. Bracing to be in accordance with AS1684.
3. Smoke detectors must be installed in accordance with AS3786
4. Construction is to be in accordance with AS3660.1 (Termite Standard)

Relevant Building Surveyor

Name: **Boswell Shaw Giazi Marshall Pty Ltd**
ACN: **069 822 082**
Address: **Level 1, 649 Bridge Road Richmond, Victoria 3121**
Email: **office@bsgm.com.au**
Building practitioner registration no.: **CBS-U 58098**
Municipal district: **Yarra Ranges Shire Council**

Designated Building Surveyor

Name: **Martin Versteegen**
Building practitioner registration no.: **BS-U24600**
Permit no. : **CBS-U 58098/5749389703332**
Date of issue of permit **03 November 2021**

Notes

- Note 1 Under Regulation 42 an owner of a building of 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;
- Note 2 Under Regulation 41 the person in charge of the carrying out the 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 and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 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**.

Appendix

Endorsed Documents

1. Design Documentation

- A. Floor & Sectional Detail
- B. Structural Drawing SK1

2. Reference Documentation

- 1. Application for a Building Permit Form 1 dated 24/10/2021
- 2. Contract & Specifications dated: 24/10/2021
- 3. Regulation 126 - Certificate of Compliance Dated: 28/10/2021

Form 17

Regulation 200
Building Act 1993
Building Regulations 2018

Application Number: 47932

CERTIFICATE OF FINAL INSPECTION

To Owner 74 Station Street
Belgrave Vic 3160
Martin Kutschker

Copy to Agent of Owner 74 Station Street
Belgrave Vic 3160
Martin Kutschker

Copy to Builder Dorset Reblocking Pty Ltd
19 Penhyrn Avenue
Croydon Vic 3136
Bill Hammen

Property Details

Building Name:
Number: **74** Street/Road: **Station Street** Suburb: **Belgrave** Postcode: **3160**
Lot/s: **1** LP/PS: **TP663588** Volume: Folio:
Crown allotment: Section: No Parish: County: **Australia**
Municipal District: **Yarra Ranges Shire Council**

Building permit details

Building permit number: **CBS-U 58098/5749389703332**
Version of BCA applicable to building permit: **2019**
Nature of Building Work: **Partial Restump of Dwelling**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Dwelling	Residential	1a(a)

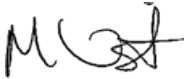
Maintenance determination

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

Relevant Building Surveyor

Name: **Boswell Shaw Giazi Marshall Pty Ltd**
ACN: **069 822 082**
Address: **Level 1, 649 Bridge Road Richmond, Victoria 3121**
Email: **office@bsgm.com.au**
Building practitioner registration no.: **CBS-U 58098**
Municipal district: **Yarra Ranges Shire Council**

Designated Building Surveyor

Name: 
Building practitioner registration no.: **BS-U24600**
Certificate No.: **CBS-U 58098/5749389703332**
Date of issue: **24 February 2022**
Date of final inspection: **02 December 2021**

AOBW 202205-0055

Certificate Of Insurance

Building Act 1993 Section 135

Domestic Building Insurance Order Certificate in respect of Insurance

Domestic Building Contract

A Contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under section 135 of the Building Act 1993 has been issued by Assetinsure Pty Ltd (ABN 65 066 463 803)

In respect of: Non-Structural Improvements
At: 74 Station Street, Belgrave, VIC, 3160, AUSTRALIA
Carried out by: Martin Kutschker
For: The Purchaser
Building Permit: N/A
Construction Complete Date: 01/05/2022
Defects Inspection Report: Marcus Taylor INL 40262
Defects Inspection Date: 27/04/2022

Subject to the Building Act 1993, the Ministerial Order and the conditions of the insurance contract, cover will be provided to the purchaser named in the Contract of Sale and to the successors in title to the purchaser.

Authorisation: In witness whereof, the insurer issuing this policy has caused this policy to be signed by the Authorised Signatory of the insurer's agent.

Signed at Seaford on Wednesday, 11 May 2022



Cover is only provided if the owner builder noted in this certificate has died, disappeared or become insolvent. 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 wording.

Important notice: This certificate must be read in conjunction with the policy wording and kept in a safe place. These documents are very important and must be retained by you and any successive owner s of the property for the duration of the statutory period of cover.



Assetinsure

Owner-Builder Warranty Insurance - Victoria

Effective date:01/11/2018



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Important Information

Introduction

Welcome and thank **you** for choosing the Assetinsure Owner-Builder Warranty Insurance distributed by Australian Owners Builders Insurance Services Pty Ltd.

About Assetinsure

The insurer of the **Policy** is Assetinsure Pty Limited (Assetinsure) ABN 65 066 463 803. In this document unless otherwise stated, the insurer is called “**We**”, “**Us**”, “**Our**” and/or “Assetinsure”. Their contact address is Level 21, 45 Clarence Street, Sydney NSW 2000.

Assetinsure Pty Ltd (Assetinsure) is authorized by the Australian Prudential Regulation Authority (APRA) to conduct general insurance business. For further information visit their website at www.assetinsure.com.au

About AOBIS

This insurance is arranged by Australian Owner Builders Insurance Services Pty Ltd (AOBIS) ABN 95 122 431 654 operating under the AFSL No 308705. In arranging this insurance AOBIS is acting under the authority of and as the agent for Assetinsure.

Duty of Disclosure

Before **you** enter into the **Policy** with **us**, **you** have a duty, under the Insurance Contracts Act 1984, to disclose to **us** every matter that **you** know or could reasonably expect to know, is relevant to **our** decision whether to accept **your Application** for insurance, and, if so, on what terms and for how much premium.

You have the same duty to disclose those matters to **us** before **you** renew, extend, vary or reinstate the **Policy**.

The duty applies until the **Policy** is entered into or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between the time **you** provide answers or make disclosure and the Relevant Time, **you** need to tell **us**.

Who Needs to Tell Us

The duty of disclosure applies to **you** and everyone that is an insured under the **Policy**. If **you** provide information for another insured, it is as if they provided it to **us**.

What You do not Need to Tell us

You do not need to tell **us** about any matter that:

- diminishes **our** risk;
- is of common knowledge;
- **we** know or should know as an insurer; or
- **we** tell **you** **we** do not need to know.

If **you** fail to comply with **your** duty of disclosure or have made a misrepresentation to **us**, **we** may be entitled to reduce **our** liability under the **Policy** in respect of a claim and / or **we** may cancel the **Policy**. If **you** have told **us** something which is fraudulent, **we** also have the option of avoiding the **Policy** (i.e. treating it as if it never existed).

Limitation or Exclusion of Rights Against Third Parties

This **Policy** provides that **you** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage - see Condition e) of this **Policy**.

Interested Parties

This **Policy** provides that the cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest - see Condition f) of this **Policy**.

Privacy

Both AOBIS and Assetinsure are committed to safeguarding and protecting the privacy of personal information. **We** are bound by the provisions of the Privacy Act 1988 which sets out the standards to be met in the collection, holding, use and disclosure of personal information.

Purpose of Collection

We are collecting the personal information requested to determine whether and on what terms we might issue **you** an insurance **Policy** or to manage a claim



in relation to an insurance **Policy you** have with **us**. If **you** don't provide all the information requested, the main consequence is that **we** may not be able to issue **you** with a **Policy** or pay **your** claim.

We may use **your** personal information for other purposes if **you** consent. This may also be the case in other limited circumstances permitted under the Privacy Act 1988, such as where **you** would reasonably expect **us** to do so and/or the other purpose is related to the purpose for which **we** collected the information.

In some circumstances, **we** may collect **your** personal information from another person or another source. This will only be where it is unreasonable or impracticable for **us** to collect it directly from **you** or **you** would expect **us** to collect the information from the nominated third party. For example, where **you** authorise a representative, e.g. an insurance broker, a financial planner, a legal services provider, an agent or carer providing services to **you** to deal with **us** on **your** behalf.

Disclosure

In issuing and/or managing **your Policy** or claim **we** may need to disclose **your** personal information to, another insurer, **our** reinsurers, an insurance broker, **our** legal providers, **our** accountants, loss investigators or adjusters, anyone acting as **your** agent or regulatory bodies. **We** will only do so if it is reasonably necessary for, or directly related to the issuing or managing **your** insurance **Policy** or claim.

In disclosing **your** personal information to one of these parties it may be necessary to disclose **your** information overseas. The countries these parties usually operate in are, the USA, Canada, Bermuda, Europe (including the United Kingdom), parts of Asia, including but not limited to Singapore, Hong Kong and India. If **we** disclose the information overseas **you** should be aware that the overseas entity is not bound by the Privacy Act 1988 and so **you** would not be able to seek redress against them under the Privacy Act 1988. There may be no similar privacy law to the Privacy Act 1988 in the overseas party's country and **you** may also not be able to seek redress under the laws in the party's country. Assetinsure has sought written agreement from its overseas business partners that they will handle personal information in accordance with Assetinsure's Privacy policy.

Access and Complaint

Assetinsure's Privacy policy is available on Assetinsure's website www.assetinsure.com.au. It sets out details of how **you** can access (and if necessary correct) the personal information **we** hold about **you**. It also sets out how and to whom **you** might complain about a breach of Privacy Law.

If **you** require any other information regarding Privacy please contact; The Privacy Officer, by post at Assetinsure Pty Ltd, Level 21, 45 Clarence Street, Sydney NSW 2000, by email at privacy@assetinsure.com.au or phone (02) 8274 2898.

Dispute Resolution Process

At AOBIS and Assetinsure, **we** strive to do things the right way and keep **our** customers happy.

Making a Complaint

If **you** have a complaint concerning the financial product or services provided to **you** please tell AOBIS who provided **your** initial service. AOBIS will try their best to resolve **your** complaint as soon as possible, usually within 24 hours.

- phone: 1300 850 131
- post: P O Box 2294 Seaford VIC 3198
- email: underwriter@aobis.com.au

Internal Dispute Resolution Facility

If **you** remain dissatisfied with the solution AOBIS offers, please contact **us** and **we** will refer the matter to the Internal Dispute Resolution Facility (IDR) of Assetinsure.

They undertake to acknowledge **your** complaint and respond with a decision within 15 business days.

What if You are not Satisfied with Our Final Decision

In the event the dispute remains unresolved following the IDR Process **you** may discuss the matter further with the Australian Financial Complaints Authority (AFCA)

The scheme is subject to eligibility and will only review complaints or disputes if they have gone through **our** internal complaints and disputes resolution process.



If an issue has not been resolved to **your** satisfaction, **you** can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Australian Financial Complaints Authority (AFCA)

You can contact AFCA:

- Website: www.afca.org.au
- Email: info@afca.org.au
- Telephone: 1800 931 678 (free call)
- In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Our Agreement with You

This **Policy** is a legal contract between **you** and **us**. **You**, or any other person insured under this **Policy**, must comply with all provisions of this **Policy**, otherwise there may be no claim payable under this **Policy**.

This **Policy** will only respond to claims in connection with **Work** described in the Contract which supported the **Application** for this insurance, and carried out at the site described in the **Policy**.

Applying for Insurance

When **you** apply for this insurance, **you** will need to complete an **Application**. **You** need to provide the information **we** require to determine whether to issue a **Policy**, and if so, on what terms.

Where **we** issue a **Policy**, cover is provided on the basis:

- that **you** have paid or agreed to pay **us** the premium for the cover provided;
- of the verbal and/or written information provided by **you** which must be given in accordance with **your** duty of disclosure either verbally or in writing.

Your Policy

Your Policy consists of the **Policy** terms and conditions in this booklet, any endorsements and the **Certificate of Insurance** **we** issue **you**. Please read **your Policy** carefully, and satisfy **yourself** that it

provides the cover that **you** require. **You** should keep this booklet and the **Certificate of Insurance** together in a secure place for future reference.

Goods and Services Tax (GST)

The premium on this **Policy** includes an amount for GST and if **we** pay a claim **your** GST status may determine the amount to be paid on the claim.

You must advise **us** if **you** are registered, or required to be registered, for GST purposes, and **you** must when requested tell **us** what **your** entitlement to Input Tax Credits (ITCs) is for **your** insurance premium.

When determining the amount to be paid for a claim under this **Policy**, any payment or supply **we** make to **you** for the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise for **your** claim will be calculated on the GST inclusive cost of **your** claim. In calculating such payment, **we** are entitled to reduce it by any ITC to which **you** are, or would be, entitled:

- for the acquisition of such goods, services or other supply; or
- if the payment had been used to acquire such goods, services or other supply.

However, the total of all payments **we** make will not exceed the Sum Insured, limit or sub limit of liability, or other monetary limitation imposed or created by the **Policy**.

The Sum(s) Insured, limits and/or sub limits of liability, or any other monetary limitations are inclusive of any taxes, levies, duties or charges that the payment would be affected by or subject to.

If **you** make a claim and **we** are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because **you** have not provided **your** ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid under this **Policy** (even though **you** have not received the withheld amount).

Updating Information

If **you** need to confirm any **Policy** transaction or clarify any of the information contained in this document or if **you** have any queries, please contact AOBIS:

- phone: 1300 850 131
- post: P O Box 2294 Seaford VIC 3198
- email: underwriter@aobis.com.au

Definitions

Some key words and terms used in this **Policy** have special meanings. Wherever the following words or terms are used in the **Policy** they mean what is set out below.

Act means the Building Act 1993 as amended from time to time.

Application means the application form completed by the **Owner-Builder** applying for this insurance.

Building Practitioners Board means the same as it does in the **Order**.

Certificate of Insurance means the most recent certificate issued by us.

Completion Date means the same as it does in the **Order**.

Defective means the same as it does in the **Order**.

Disappearance (and its corresponding forms) means the same as it does in the **Order**.

Domestic Building Work means the same as it does under the **Order**.

Dwelling means the home (as defined in the **Order**) described in the **Application**.

Insolvent (and its corresponding forms) means the same as it does in the **Order**.

Insurable Contract of Sale means the same as it does under the **Order**.

Non-Structural Defect means the same as it does in the **Order**.

Order means the Order made under the **Act** by the Minister for Planning and as gazetted in May 2003 entitled 'Domestic Building Insurance Ministerial Order' as amended from time to time.

Owner-Builder means the owner-builder described in the **Application** who is also an owner-builder under the **Order**, but does not include owner-builders who are registered builders.

Policy means this policy wording, any endorsements and the **Certificate of Insurance**.

Statutory Warranty means a warranty implied into the **Insurable Contract of Sale** by section 137C of the **Act**.

Structural Defect means the same as it does in the **Order**.

Trade Practices Provision means the same as it does under the **Order**.

Tribunal means the same as it does in the **Order**.

You/your/yours means the purchaser of the **Dwelling** or the land on which the **Dwelling** is constructed, and any successor in title to that person.

It does not include:

- a) the **Owner-Builder**
- b) the purchaser, if the purchaser is a related body corporate (within the meaning of section 50 of the Corporations Act 2001) of the owner builder; or
- c) the purchaser, if neither the purchaser nor the **Owner Builder** is a public company but each has a common director or shareholder.

We/us/our means Assetinsure Pty Limited (Assetinsure) (ABN 65 066 463 803).

Work means the **Domestic Building Work** which is carried out or to be carried out by the **Owner-Builder** to the **Dwelling**.

This **Policy** is intended to comply with the requirements set out under the **Order** and any term of this **Policy** which conflicts with, or is inconsistent with, the **Order** shall be read and be enforceable as if it complies with the **Order**.

Our Cover

We will provide insurance cover to **you**, subject to the terms, conditions and exclusions set out in this **Policy**, if the **Owner-Builder** dies, becomes **Insolvent**, or **Disappears** and **you** suffer:

- a) a loss or damage arising from a breach of a **Statutory Warranty**;
- b) the costs of alternative accommodation, removal and storage that are reasonably and necessarily incurred as a result of a breach of a **Statutory Warranty**. **We** will only pay the costs of alternative accommodation or storage that are reasonably and necessarily incurred for



- up to 60 days, excluding any period of delay attributable to **us**;
- c) the cover **we** give in paragraphs a) and b) above extends to the acts or omissions of all persons contracted by the **Owner-Builder** to perform the **Work**.

We will not be liable to pay the purchaser in respect of a **Statutory Warranty** that all materials used under the **Work** were new to the extent that any materials used were not new if:

- a) the condition report required by section 137B(2)(a) of the **Act** states that the materials were not new; or
- b) it was apparent from the nature of the relevant **Work** that the materials were not new.

Certificate of Insurance

- a) **We** must provide a **Certificate of Insurance** evidencing that insurance for the **Work** has been issued which complies with the **Order**:
 - i. to **you** immediately on the issue of this **Policy**; and
 - ii. on request by **you** or the **Builder** at any time.
- b) The **Certificate of Insurance** shall be in the form prescribed by the **Order**.
- c) Even though the **Owner-Builder** or another person who applies for this insurance may be required to pay the premium when lodging an **Application**, **we** may refuse to accept the **Application**. The **Work** is not covered until **we** have provided to the **Owner-Builder** or that other person a **Certificate of Insurance** evidencing insurance for the **Work**.

Period of Cover

- a) This **Policy** provides the cover in relation to **Non- Structural Defects** in respect of loss or damage occurring during the period
 - i. commencing on the date of the contract of sale; and
 - ii. ending 2 years after the **Completion Date** for the **Work**.

- b) Subject to paragraph a) above, this **Policy** provides the cover in respect of all other loss or damage occurring during the period
 - i. commencing on the date of the contract of sale; and
 - ii. ending 6 years after the **Completion Date** for the **Work**.

We will Pay

1. **We** will pay up to, but not more than \$300,000 in the aggregate, for all claims made under this **Policy** in respect of any one **Dwelling**, including reasonable legal costs and expenses incurred by the **Insured** associated with a successful claim against **us**.
2. If the claim is in respect of the cover for loss or damage resulting from conduct of the **Owner-Builder** which contravenes a **Trade Practices Provision**, **we** will only pay the costs of rectifying the **Work**.
3. If the **Work** is carried out on land in a plan of subdivision containing common property, any claim paid by **us** relating to the common property is applied pro rata to all such residences, and reduces **your** remaining available cover accordingly.

We will not Pay

1. Subject to paragraph 2 below, **you** must bear at **your** own risk:
 - a) the first \$1,000 of each claim first made more than 5 years after the **Completion Date**;
 - b) the first \$750 of each claim first made between 3 and 5 years after the **Completion Date**;
 - c) the first \$500 of each claim first made between 1 and 3 years after the **Completion Date**; or
 - d) a claim under \$500 made between 3 and 12 months after the **Completion Date**.
2. For the purposes of paragraph 1 above:
 - a) a claim of \$500 or more may relate to more than one defect if the amount claimed for any one or more defects is less than \$500.

b) The date when a claim is made is the earlier of:

- i. the date when **you** first notify **us** of a circumstance that may give rise to a claim;
- ii. and the date a claim is made.

c) An excess may be applied only once in relation to:

- i. any claim comprising more than one defect; or
- ii. two or more claims that relate to the same defect.

Exclusions

- a) **We** will not pay if **you** are the **Owner-Builder**.
- b) **We** will not pay if **your** claim relates to a person who is excepted under the **Order**.
- c) **We** will not indemnify **you** unless **your** claim relates to an **Insurable Contract of Sale** and:
 - i. section 137B of the **Act** applies to that **Insurable Contract of Sale**; and
 - ii. **Work** was carried out on the **Dwelling** before the sale; and
 - iii. the value of the **Work** exceeded \$16,000 at the time the **Work** was carried out.
- d) **We** will not pay any claims in respect of any defect or incomplete **Domestic Building Work** that is referred to in the report to be provided to a purchaser under section 137B of the **Act**.
- e) **We** will not pay for loss or damage in respect of **Work** relating to landscaping, paving, retaining structures, driveways or fencing, with the exception of such works which:
 - i. are integral to the construction of a building;
 - ii. require the issue of a building permit under the **Act**;
 - iii. could result in water penetration of or within a building;
 - iv. could adversely affect health or safety;

v. adversely affect the structural adequacy of a building; or

vi. are not completed and the **Owner-Builder** has died, become **Insolvent** or **Disappeared**.

f) **We** will not pay for loss or damage due to fair wear and tear of the **Work**, or from **your** failure to maintain the **Work**.

g) **We** will not pay for loss or damage incurred as a result of:

i. War, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;

ii. A nuclear reaction, nuclear radiation, radioactive contamination or nuclear weapon material;

iii. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;

iv. Risks normally insured under a policy for public liability or contract works;

v. Asbestos, or any materials containing asbestos in whatever form or quantity;

vi. An act of God or nature;

vii. **Your** failure to maintain appropriate protection against pest infestation or exposure to natural timbers;

viii. Consequential loss, not otherwise covered by the **Order**;

ix. Malfunction in any mechanical or electrical equipment or appliance, if **we** prove that the malfunction is not attributable to the workmanship of, or installation by the **Owner-Builder**.



Claims Procedure

1. **You** should notify **us** of any facts or circumstances which may give rise to a claim as soon as **you** become aware of them to ensure that **you** comply with the requirements set out in paragraph 2 below.
2. **We** may refuse to accept a claim if it is made later than 180 days after the date on which **you** first became aware, or might reasonably be expected to have become aware, of the death, **Disappearance** or **Insolvency** of the **Owner- Builder**.
3. If **you** give **us** written notice within 180 days after the date on which **you** first became aware, or might reasonably be expected to become aware, of the death, **Disappearance** or **Insolvency**, of the **Owner-Builder**, **we** will not rely on section 54 of the Insurance Contracts Act 1984 to reduce **our** liability under this **Policy**, or to reduce any amount otherwise payable in respect of a claim made by reason only of a delay in a claim being notified to **us**.
4. If **you** submit a claim to **us** in writing, **we** will make a decision regarding **our** liability within 90 days of receipt of the claim. If **we** do not make a decision regarding **our** liability within 90 days then, unless **we** receive an extension of time from **you** or the **Tribunal**, **we** will be deemed to have accepted liability for the claim.
5. If **you** wish to dispute **our** decision regarding **your** claim, **you** may appeal to the **Tribunal**. If **we** are given notice of proceedings before the **Tribunal**, **we** will accept findings made by the **Tribunal** as to whether any of the following events has occurred:
 - a) the non-completion of the **Work**;
 - b) an event referred to in paragraphs a) to c) under the section of the **Policy** entitled 'Cover'; and
 - c) if such an event has occurred, the amount of loss or damage suffered by **you** as a result of the event.
6. If **you** notify **us** of a defect (the initial defect), **we** will consider **you** to have given **us** notice of

every other defect to which the initial defect is directly or indirectly related, whether or not the claim in respect of the initial defect is settled.

7. **You** must use **our** claim form to make a claim.
8. Upon making a claim under this **Policy**, **you** must:
 - a) comply with any reasonable direction by **us** in relation to the completion or rectification of the **Work**;
 - b) not undertake or cause to be undertaken, any rectification work without notifying **us**, unless those works are reasonably necessary to prevent or minimise any further loss or damage;
 - c) provide **us**, or any builder nominated or approved by **us**, with reasonable access to the relevant building site for the purpose of inspection, rectification and completion of the **Work**. **You** may refuse to provide access to any builder nominated by **us** if **you** have reasonable grounds for doing so (such as loss of confidence in the builder); and
 - d) **We** may not reduce **our** liability to **you** by reason of **your** failure to comply with a requirement under paragraphs 5 a), b) and c) above, unless **we** can prove that **your** failure increased **our** liability under this **Policy**.
9. **You** must not make any admissions, offer, promise or payment in connection with any claim.

Conditions

- a) **We** may not avoid this **Policy** or refuse to make or reduce any payment under this **Policy** on the grounds that:
 - i. the **Owner-Builder** breached any duty of the utmost good faith;
 - ii. the **Owner-Builder** failed to comply with any duty of disclosure;
 - iii. the **Owner-Builder** made representations to **us**;
 - iv. the **Owner-Builder** failed to comply with a provision or requirement of the **Policy**;



- v. the **Owner-Builder** prejudiced **our** interests by act or omission of any description; or
 - vi. the premium or any instalment of the premium has not been paid.
- b) **We** are entitled to recover from the **Owner-Builder** any claim paid by **us** in the circumstances referred to in paragraph a) above.
- c) If **we** pay a claim, **we** are entitled to be subrogated to **your** rights against any party in relation to the claim to the extent of the amount paid by **us**.
- d) **We** will notify the **Building Practitioners Board**, at the times and in the manner agreed with the Board, in the event that:
- i. a **Builder** is refused insurance, ceases to be eligible to renew or procure insurance or, in respect of **Domestic Building Work** performed prior to the commencement of the **Order**, fails to purchase or maintain required insurance;
 - ii. any claim under this **Policy** is settled or paid by agreement or otherwise.
- e) **You** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage. If **you** do, **our** liability to **you** is reduced to the extent **we** can no longer recover from that other party as a result of the limitation or exclusion by **you**.
- f) the cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest. **We** will not be liable under this **Policy** to anyone except **you**.
- g) **You** must take reasonable precautions to avoid or minimise loss or damage covered by this **Policy**.
- h) **You** must comply with **your** obligations under the **Policy**. Otherwise **we** may not have to pay **your** claim(s).

Other Matters

How We will Communicate

- a) All communications **you** are required to give or make under this **Policy** must be sent in writing to **us**.
- b) All communications **we** are required to give or make under this **Policy** will be sent in writing to **you** at the address specified in the **Certificate of Insurance** or as notified by **you** from time to time.
- c) All communications sent by post to **you** or **your** appointed agent will be deemed to have been received by **you** on the third day following the day of posting.
- d) All communications sent by facsimile to **you** or **your** appointed agent will be deemed to have been received by **you** on the date of transmission.

Jurisdiction

This **Policy** is governed by the law of Victoria. The law of Victoria includes Commonwealth legislation such as the Insurance Contracts Act 1984. Any rights to refuse to pay a claim are subject to section 54 of that Act.

Jenny L Stephenson Lawyer C/-
InfoTrack (Smokeball)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 26P 74 STATION STREET
BELGRAVE 3160
26P LP 6241

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
59D//19035/65	LANDATA CER 64045834-021-3	29 APRIL 2022	41439730

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2021 to 30/06/2022	\$80.20
Melbourne Water Corporation Total Service Charges	01/04/2022 to 30/06/2022	\$26.39

(b) By South East Water

Water Service Charge	01/04/2022 to 30/06/2022	\$23.28
Sewerage Service Charge	01/04/2022 to 30/06/2022	\$91.12
Subtotal Service Charges		<u>\$220.99</u>
Payments		\$80.20
TOTAL UNPAID BALANCE		\$140.79

- The meter at the property was last read on 21/02/2022. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge \$1.83 per day

Sewage Disposal Charge \$0.42 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

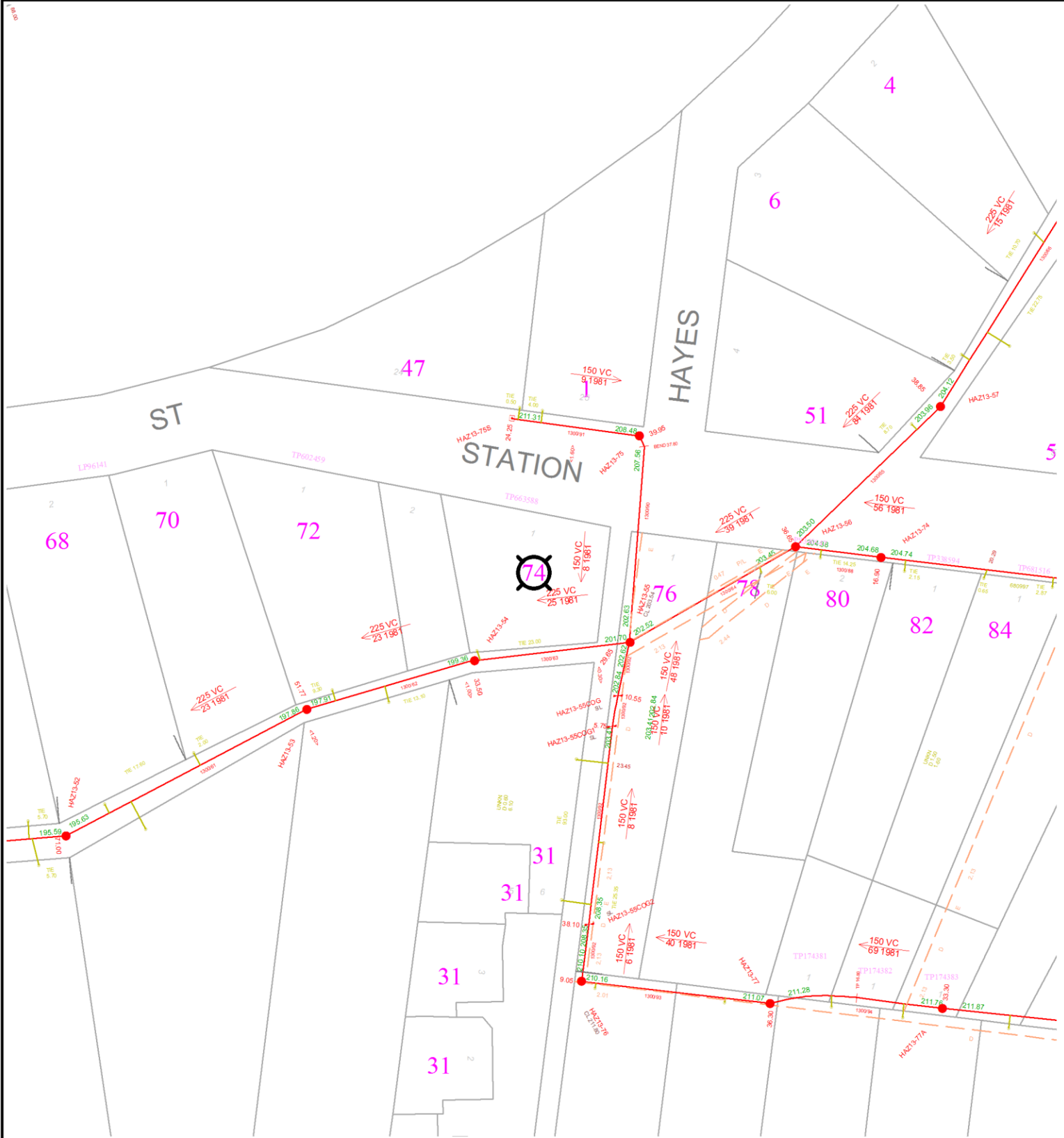
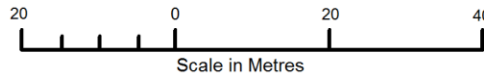
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



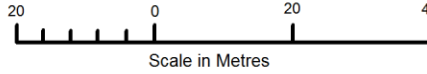
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

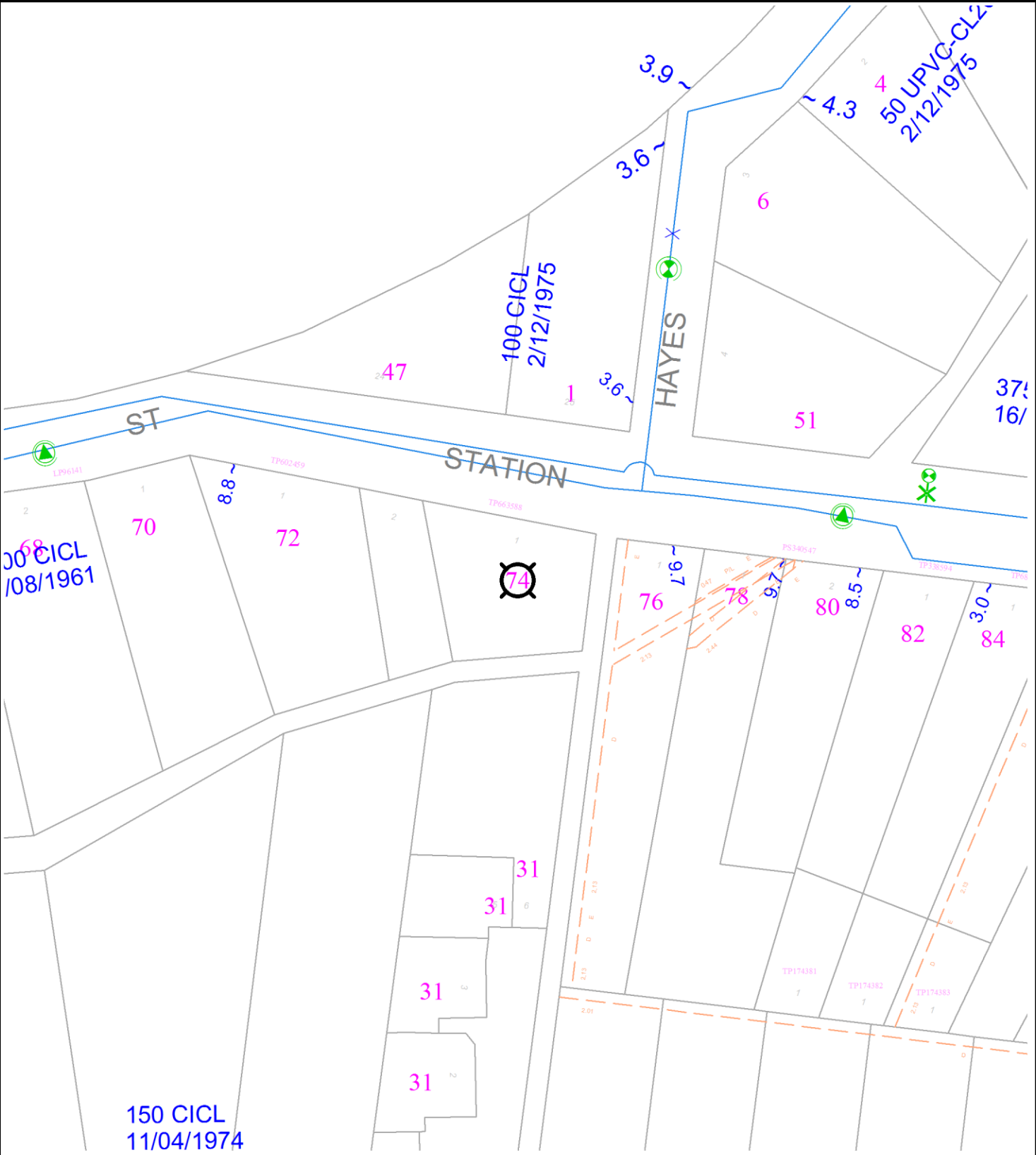


Property: Lot 26P 74 STATION STREET BELGRAVE 3160

Case Number: 41439730

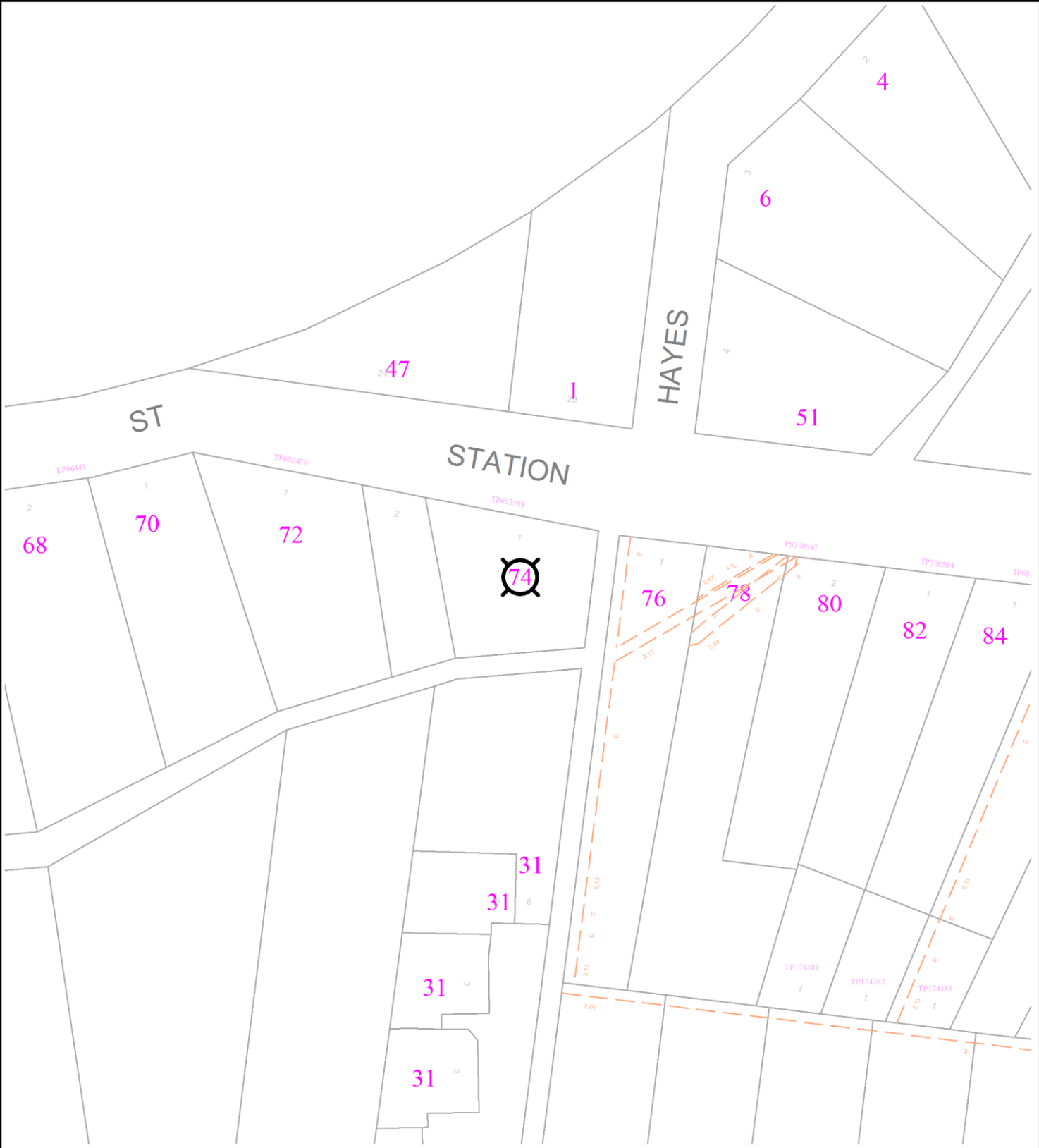
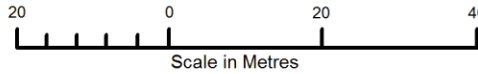


Date: 29APRIL2022



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main & Services
	Hydrant
	Fireplug/Washout
	Offset from Boundary



WARNING This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
	~ 1.0		Offset from Boundary

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

838991

APPLICANT'S NAME & ADDRESS

JENNY L STEPHENSON LAWYER C/- INFOTRACK
(SMOKEBALL) C/- LANDATA

MELBOURNE

VENDOR

KUTSCHKER, MARTIN

PURCHASER

NOT KNOWN, NOT KNOWN NOT
KNOWN

REFERENCE

358827

This certificate is issued for:

LOT 1 PLAN TP663588, LOT 2 PLAN TP663588 ALSO KNOWN AS 74 STATION STREET BELGRAVE
YARRA RANGES SHIRE

The land is covered by the:

YARRA RANGES PLANNING SCHEME

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

The land:

- is included in a LOW DENSITY RESIDENTIAL ZONE
- is within a BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 22
- and a EROSION MANAGEMENT OVERLAY

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/yarraranges>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

29 April 2022

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

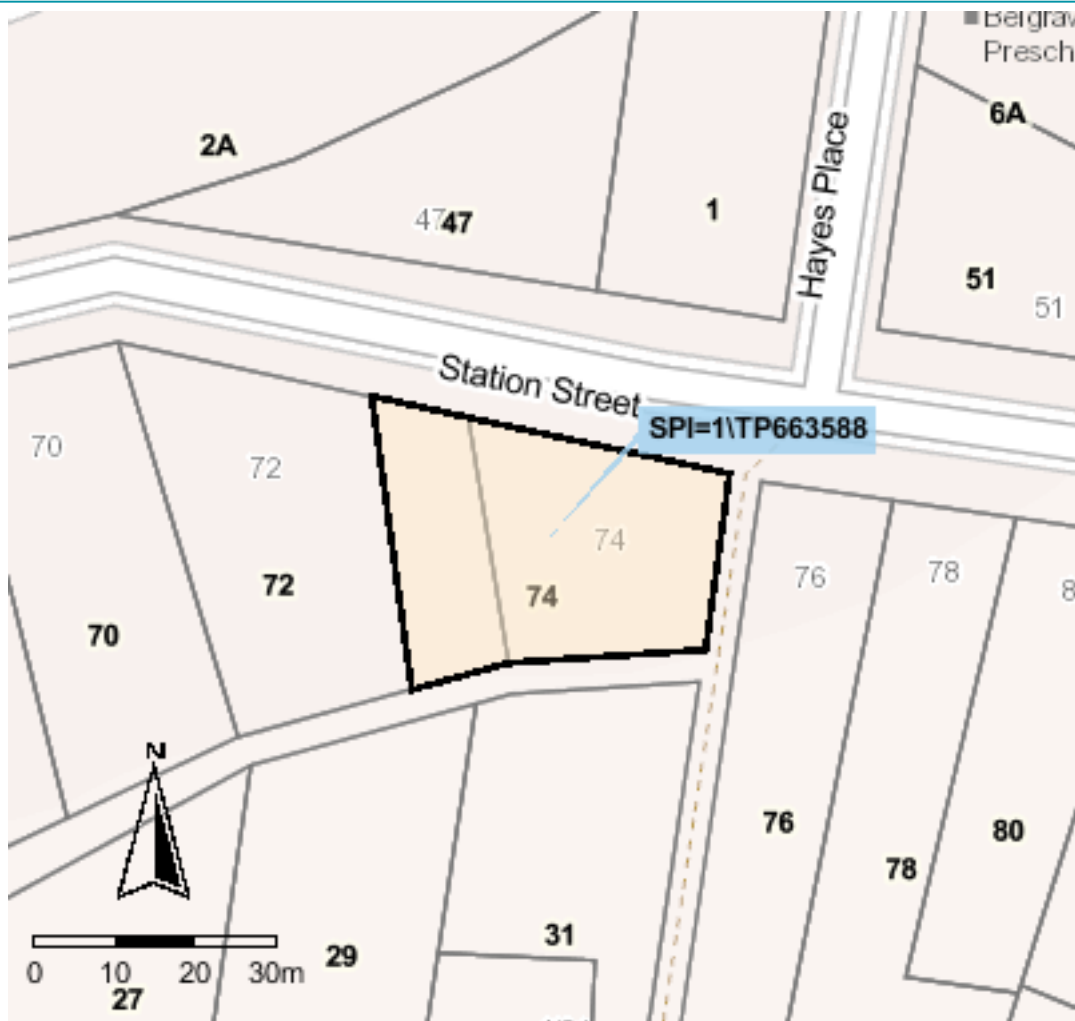
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@victorianlrs.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@victorianlrs.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

BUILDING APPROVAL PARTICULARS

Building Act 1993 BUILDING REGULATIONS 2018 Regulation 51(1)

Certificate Number 113585
Your Reference 64045834-014-5:122666
Date Issued 2 May 2022

Landata
DX 250639
MELBOURNE VIC

Yarra Ranges Council
PO Box 105
Lilydale Vic 3140
DX 34051
Call 1300 368 333
Fax 03 9735 4249
mail@yarraranges.vic.gov.au
www.yarraranges.vic.gov.au



Property Address 74 Station Street, Belgrave VIC 3160
Property Description Lot 26 & Part Lot 27 LP6241 Ca 70J/K PNarree Worrان
Assessment Number 62409

An examination of Council's records reveals the following building approvals have been issued for the above property in the preceding 10 years and any current notices.

Please direct all enquiries to Building Services on 1300 368 333

Permit Number	Date issued	Brief Description of Works	Final Inspection	Reg 502(1) Statement, Notices, Order or Certificate
CBS-U 58098 / 5749389703332 Council ref: 55936/2021/0	3.11.21	Partial Restump of Dwelling Issuer: BSGM Consulting Building Surveyors Builder: Bill Hammen DB-L 1268 Insurer: n/a Cost: \$11,500.00	2.12.21	Certificate of Final inspection issued: 24.2.22

Additional information under Regulation 51(2) can be obtained for an additional fee of \$47.90. This information will include details on whether a property is liable to flooding/designated land or works (uncontrolled overland drainage), subject to significant snowfalls or in a designated termite area.

Received the sum of \$47.90 for this certificate.

George Avramopoulos
Municipal Building Surveyor

NOTES

Smoke Alarms/Sprinkler Systems

The Building Regulations Part 7 Division 2 – Fire Safety in Certain Existing Residential Buildings states that you may be required to provide hard wired smoke alarms and/or automatic fire sprinkler systems in residential buildings.

Note: Smoke Alarms were required to be installed by 1.2.99 or within 30 days of settlement, whichever was the earlier.

Swimming Pools

The Building Regulations requires all swimming pools and spas capable of holding a depth of water exceeding 300mm to be provided with pool fencing/barriers. A building permit is required for any new fencing/barrier or alteration to existing fencing/barrier.

Issue date - 20 August 2021
Assessment number - 62409/5



414664-001 006342(26051) D028 H3
Mr M Kutschker and Mrs K L Kutschker
74 Station Street
BELGRAVE VIC 3160



Rates and charges at your property - 1 July 2021 - 30 June 2022

Assessment number 62409/5
74 Station Street, Belgrave VIC 3160
Lot 26 & Part Lot 27 LP6241 Ca 70J/K PNarree Worrان

Property Valuations - Valuation Date 1 January 2021 - Valuation first used 1 July 2021

Capital improved value (CIV) - (the CIV is used to calculate your rates)	\$725,000
Site value - (the site value is included in the CIV)	\$370,000
Net annual value	\$36,250

FSPL Classification: Residential. AVPCC: 110
Description: Detached Dwelling

General Rate - 2021-2022	
Residential Rate (0.002829 x \$725000)	\$2,051.00
Waste charge including State Government EPA levy	
Organic Waste 240L Bin Service (\$98 x 1)	\$98.00
Residential Waste 120L Bin Service (\$275 x 1)	\$275.00
State Government Fire Services Property Levy - Residential	
Fire Services Property Levy CFA (114 + 0.000059 x \$725000)	\$156.75

Total amount due \$2,580.75



YRC use only

How to pay

To qualify for one of the instalment options, you must pay the correct amount by 30 September 2021. If you are having difficulties paying, please contact us on 1300 368 333.

<p>Pay in full</p> <p>\$2,580.75 by 15 February 2022</p>  <p>Australia Post use only</p>	<p>Four instalments</p> <p>\$645.75 by 30 September 2021</p> <p>Followed by:</p> <table border="0"> <tr><td>30 November 2021</td><td>\$645.00</td></tr> <tr><td>28 February 2022</td><td>\$645.00</td></tr> <tr><td>31 May 2022</td><td>\$645.00</td></tr> </table>  <p>Australia Post use only</p>	30 November 2021	\$645.00	28 February 2022	\$645.00	31 May 2022	\$645.00	<p>Monthly instalments</p> <p>\$316.75 by 30 September 2021</p> <p>Followed by:</p> <table border="0"> <tr><td>31 October 2021</td><td>\$283.00</td></tr> <tr><td>30 November 2021</td><td>\$283.00</td></tr> <tr><td>31 December 2021</td><td>\$283.00</td></tr> <tr><td>31 January 2022</td><td>\$283.00</td></tr> <tr><td>28 February 2022</td><td>\$283.00</td></tr> <tr><td>31 March 2022</td><td>\$283.00</td></tr> <tr><td>30 April 2022</td><td>\$283.00</td></tr> <tr><td>31 May 2022</td><td>\$283.00</td></tr> </table>  <p>Australia Post use only</p>	31 October 2021	\$283.00	30 November 2021	\$283.00	31 December 2021	\$283.00	31 January 2022	\$283.00	28 February 2022	\$283.00	31 March 2022	\$283.00	30 April 2022	\$283.00	31 May 2022	\$283.00
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30 April 2022	\$283.00																							
31 May 2022	\$283.00																							
<p>Online</p> <p>yrc.vic.gov.au/payments Reference: 624095</p> <p>Visa or MasterCard payments only</p>	<p>BPAY</p> <p>Billcode: 8979 Reference: 624095</p> <p>BPay View Reference: 624095</p>	<p>Post BILLPAY</p> <p>Billcode: 0335 Reference: 624095</p> <p>Pay in person at any post office, call 13 18 16 or visit postbillpay.com.au</p>																						

You can also pay at our community links. Visit yrc.vic.gov.au/links or mail to PO Box 105 Lilydale, Vic 3140.

Having trouble paying?

If you are currently experiencing financial hardship, we have a number of initiatives in place that may assist:

Special payment arrangements

Payments can be made on a frequency and amount that suits your budget, provided your current year's rates are paid within 12 months.

Financial hardship agreements

We've expanded the eligibility criteria in our updated hardship policy to enable all ratepayers to apply for financial hardship assistance. If your application is successful, payment of rates and charges will be deferred for 12 months with no late payment interest charged and no legal action taken for the recovery of rates during this time.

Our rates team is here for you should you be experiencing any challenges in paying your rates. Please visit our website at yrc.vic.gov.au/ratesrelief for more information and to apply online. Alternatively call 1300 368 333.

How rates are calculated



General rates, payments, rebates and other charges

Your general rate charge is the capital improved value of the property multiplied by the rate in the dollar. The rate in the dollar is calculated by dividing the income required from rates with the total value of all rateable properties in Yarra Ranges.

The rate in the dollar differs depending on the property type (residential, commercial, industrial, farmland).

Your total may also include additional charges and deductions related to your property, such as a special charge scheme, overdue rates and credits (such as pension rebates).

For more information regarding how your rates and charges are calculated and spent including information regarding the "Fair Go Rates System", please visit <https://www.yarraranges.vic.gov.au/Council/Rates>



Waste charges including State Government EPA levy

The waste charges fund kerbside waste collections including garbage, recycling, green organics, hard and green waste disposal. It also includes the State Government Landfill Levy, a charge council must pay when waste is disposed in landfill. Waste charges are not subject to rate capping.



Fire Services Property Levy

The Fire Services Property Levy is collected by Council and passed on to the State Government to fund fire agencies. This amount is set by the State Government. Fire service levy is not subject to rate capping.

Connect with us

facebook.com/ycouncil
twitter.com/ycouncil
yarraranges.vic.gov.au
mail@yarraranges.vic.gov.au

PO Box 105 Lilydale VIC 3140
PH 1300 368 333
ABN: 21 973 226 012

Help shape Yarra Ranges

Stay up to date with the latest community engagement projects and initiatives engagement and help shape the future of Yarra Ranges.

Visit shaping.yarraranges.vic.gov.au

Digital Rates Notice

Yarra Ranges Council now use Payreq to offer digital delivery options of your rates notices. Including email, BpayView or upload to your preferred accounting software. For more information and to register for a secure option to receive, pay and store your rates notices please visit

www.yarraranges.vic.gov.au/digitalrates



Lilydale Community Link

The Lilydale Community Link is now located at 61-65 Anderson St, Lilydale

Open 8.30am - 5pm Mon - Fri
Visit ycr.vic.gov.au/links for other link locations.

Payment of rates

Payment of rates can be made:

1. Annually, by a lump sum payment made on or before 15 February, 2022.
2. Four (4) times yearly by four (4) instalments:
The first instalment must be paid on or before 30 September, 2021. The remaining instalments must be paid as follows:
Second Instalment on or before 30 November, 2021.
Third Instalment on or before 28 February, 2022.
Fourth Instalment on or before 31 May, 2022
3. By nine (9) monthly instalments made on or before the last working day of each month beginning 30 September, 2021 and concluding 31 May, 2022.

Please note in order to qualify to pay rates by one of the instalment options, the first instalment amount as shown on your rate notice must be paid by 30 September, 2021. Any payment received after this date will be processed as a part payment with the balance due by 15 February, 2022.

Council will not be held responsible for delays in Postal Services or Bank Transfers.

Penalties for failing to pay

Late or non-payment of rates and charges will incur a penalty of 10% per annum as set out under Section (2) of the Penalty Interest Rates Act 1983. Late payment of the lump sum Annual Payment due to be paid on or before 15 February, 2022 will accrue penalty interest at the penalty interest rate mentioned above. Interest will be charged on all amounts outstanding after the 15 February 2022, as though the rates were being paid by instalments until paid. Late payment of the quarterly instalment of rates and charges due to be paid on the dates listed above will accrue penalty interest from the due date of the instalment until paid. Interest will not be charged on monthly instalments until the ratepayer has defaulted by two (2) monthly instalment payments. In the case of default, the monthly arrangement will lapse and rates will become payable in full and subject to the same penalty interest as the lump sum annual payment.

Council may recover any outstanding amounts plus interest in a Magistrates Court by suing for debt. If the rates and charges levied by this notice are unpaid, the rates and charges and any costs awarded are a first charge on your land.

All payments will be allocated as follows:

1. Legal Costs Owing (if any)
 2. Interest Owing (if any)
 3. Arrears Owing (if any)
 4. Current Rates Owing
- Penalty interest on any arrears of rates and charges will continue to accrue until full payment of the outstanding amount and interest accrued to the date of payment is received.

Right of objection to rates and charges

Under S184 of the Local Government Act 1989, aggrieved persons have a right of appeal to the County Court on rates and charges on specific grounds. Please contact the Rates Office for further information. An aggrieved person also has the right under S183 of the Local Government Act 1989 for a review in relation to the differential rate applied to their property. Information pertaining to Council's differential rates can be found on Council's website.

Change of ownership or address

It is the responsibility of the owner of a property to notify Council in writing of changes of address, ownership or occupancy. When ownership of a property changes, liability for payment of rates and charges becomes that of the new owners.

Pensioner Rate Rebate

If you are a Pensioner and have a current Pension Concession Card issued by Centrelink/Veteran Affairs or a current Veteran Affairs Gold Card specifying 'War Widow' or 'TPI' and have not previously applied to Council, you may be eligible for a rebate on the current rates and charges for your principal place of residence. To obtain an application form please contact Council on 1300 368 333 or visit our website www.yarraranges.vic.gov.au

Fire services property levy/waiver/deferment

The State Government has determined that a person may apply for a waiver or deferment of the Fire Services Property Levy from Council.

This only applies if Council has agreed to waive or defer the whole or any part of any Rate, Charge or interest in accordance with the Local Government Act.

Notice of valuation

1. Notice is hereby given that the property described herein, owned and occupied by you has been valued as at 1st January, 2021, as set out herein.
2. The Valuations shown may be used by other Rating Authorities for the purpose of rate or tax.
3. Supplementary Rate – if an amendment is made to the valuation to include any changes to the property, additional rates could be payable, and a supplementary rate notice will be served.

Objection to valuation

The Valuation of Land Act 1960 provides that where notice of a valuation has been given by Council, any person who wishes to object against the valuation must lodge the objection with Council within two months after the notice is given. Regardless of any objection to the valuation, the rates must be paid as assessed by the due date, otherwise interest will be charged. Any overpayment that may occur will be refunded.

Personal information

Personal information collected by Council is used for municipal purposes as specified in the Local Government Act 1989. The personal information will be used solely by Council for these purposes and or directly related purposes. Council may disclose this information if required by legislation. The information will be amended, if necessary, upon receipt of written instruction either by yourself or from parties authorised to act on your behalf.

Relevant legislation

This notice has been issued in accordance with the provisions of the Local Government Act 1989, the Fire Services Property Levy Act 2012, the Penalty Interest Rates Act 1983 and the Valuation of Land Act 1960.

State government rate capping

Council has complied with the Victorian Government's rates cap of 1.5 per cent. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons—

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

From www.planning.vic.gov.au at 12 May 2022 06:16 PM

PROPERTY DETAILS

Address: **74 STATION STREET BELGRAVE 3160**
 Lot and Plan Number: **More than one parcel - see link below**
 Standard Parcel Identifier (SPI): **More than one parcel - see link below**
 Local Government Area (Council): **YARRA RANGES**
 Council Property Number: **224876**
 Planning Scheme: **Yarra Ranges**
 Directory Reference: **Melway 75 F11**

www.yarraranges.vic.gov.au

[Planning Scheme - Yarra Ranges](#)

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **South East Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
 Legislative Assembly: **MONBULK**

OTHER

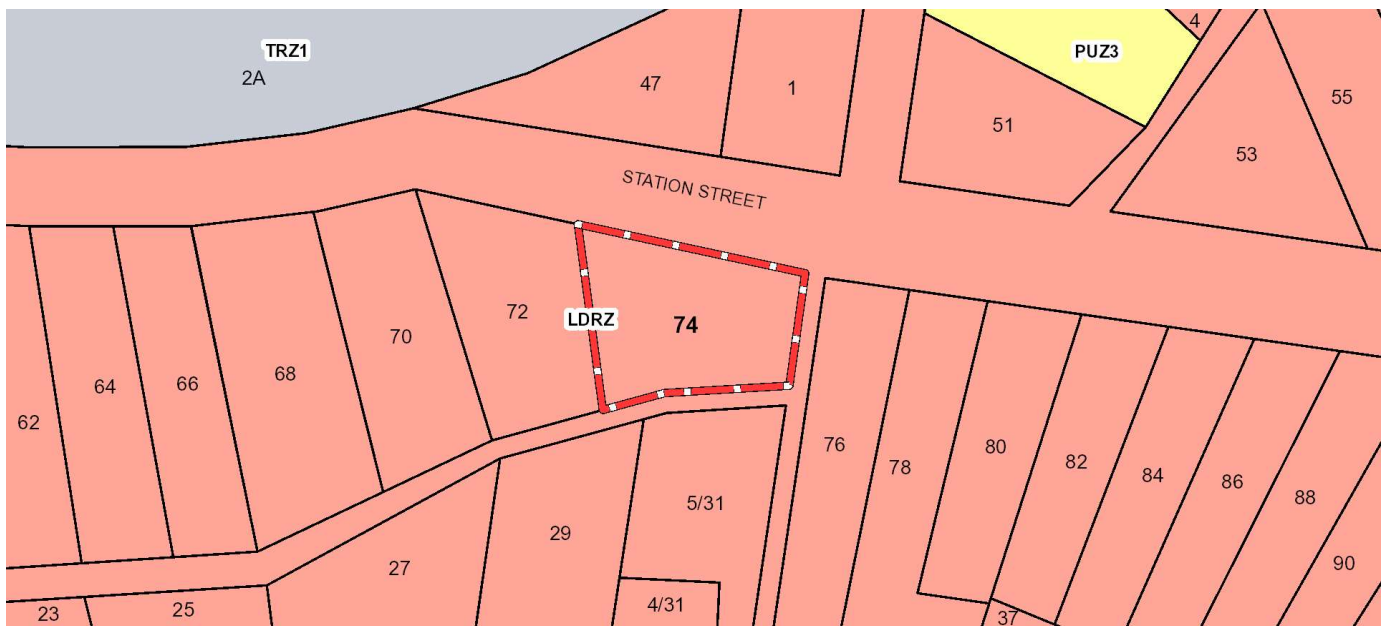
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

[SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)



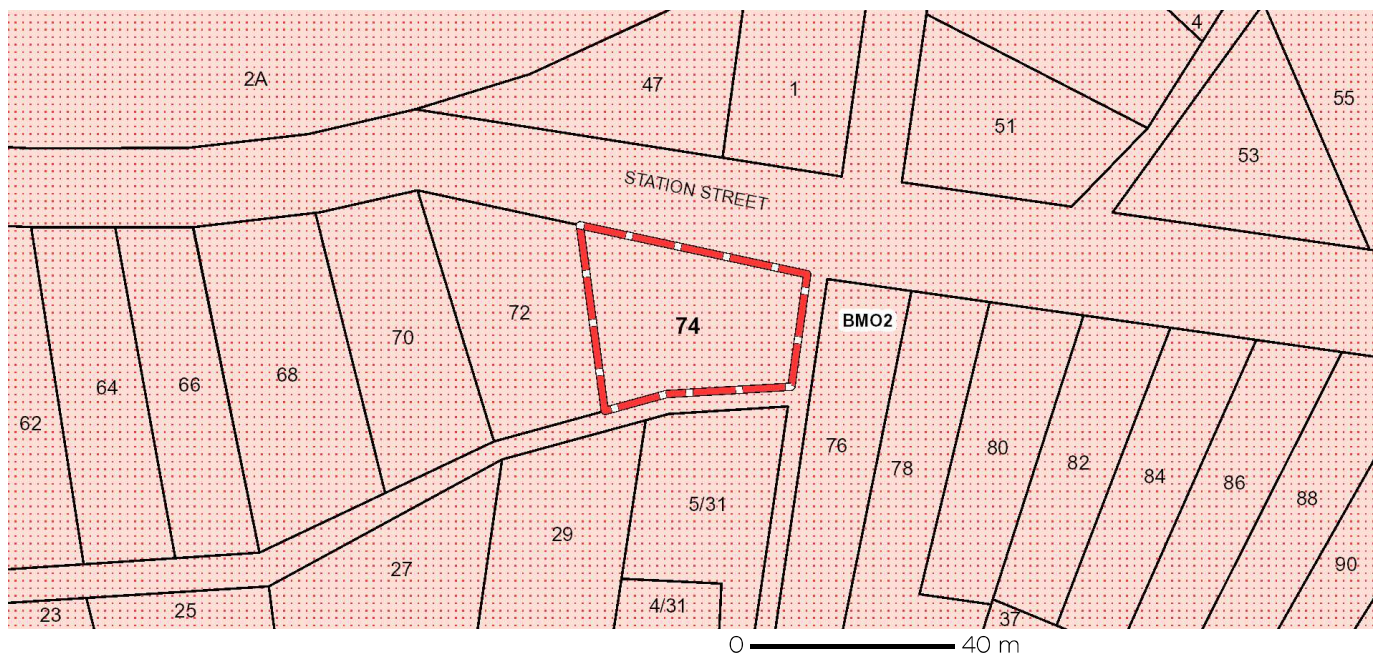
LDRZ - Low Density Residential **PUZ3 - Public Use-Health & Community** **TRZ1 - State Transport Infrastructure**

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

Planning Overlays

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

[BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2 \(BMO2\)](#)

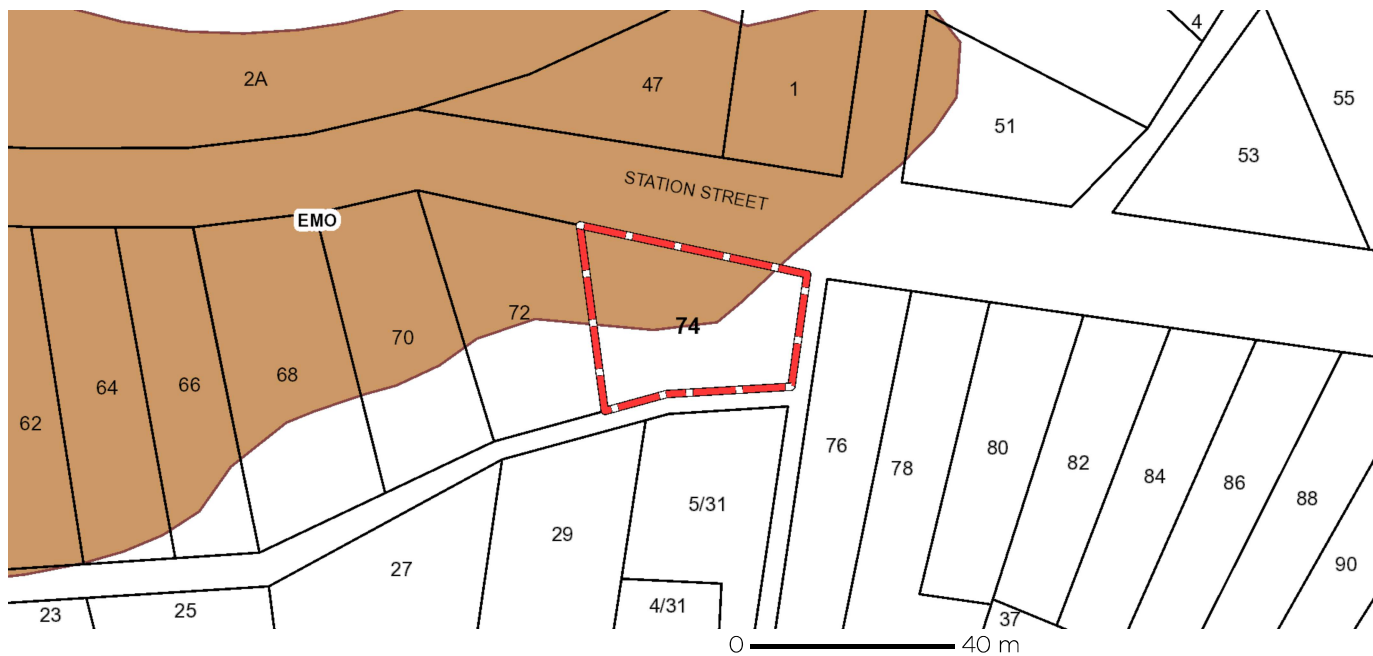


BMO - Bushfire Management

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

[EROSION MANAGEMENT OVERLAY \(EMO\)](#)

[EROSION MANAGEMENT OVERLAY SCHEDULE \(EMO\)](#)



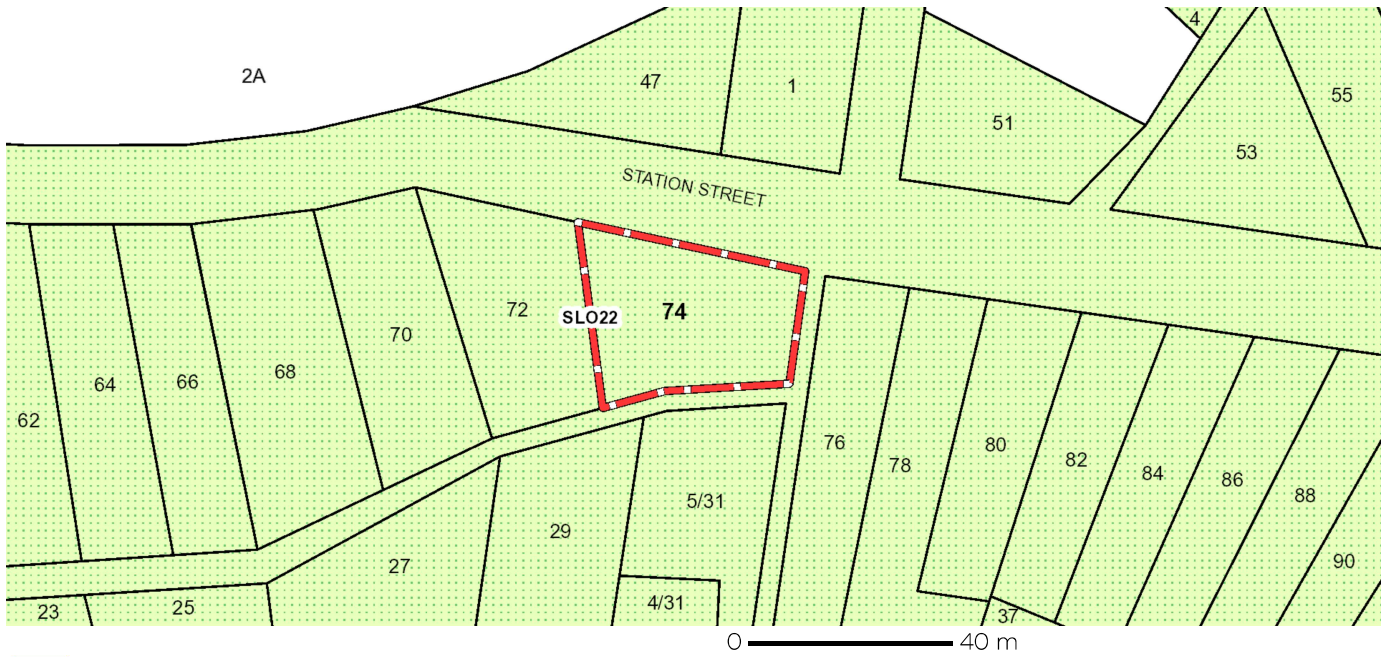
EMO - Erosion Management

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

Planning Overlays

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 22 \(SLO22\)](#)



SLO - Significant Landscape

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)



HO - Heritage

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

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

Further Planning Information

Planning scheme data last updated on 9 May 2022.

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>

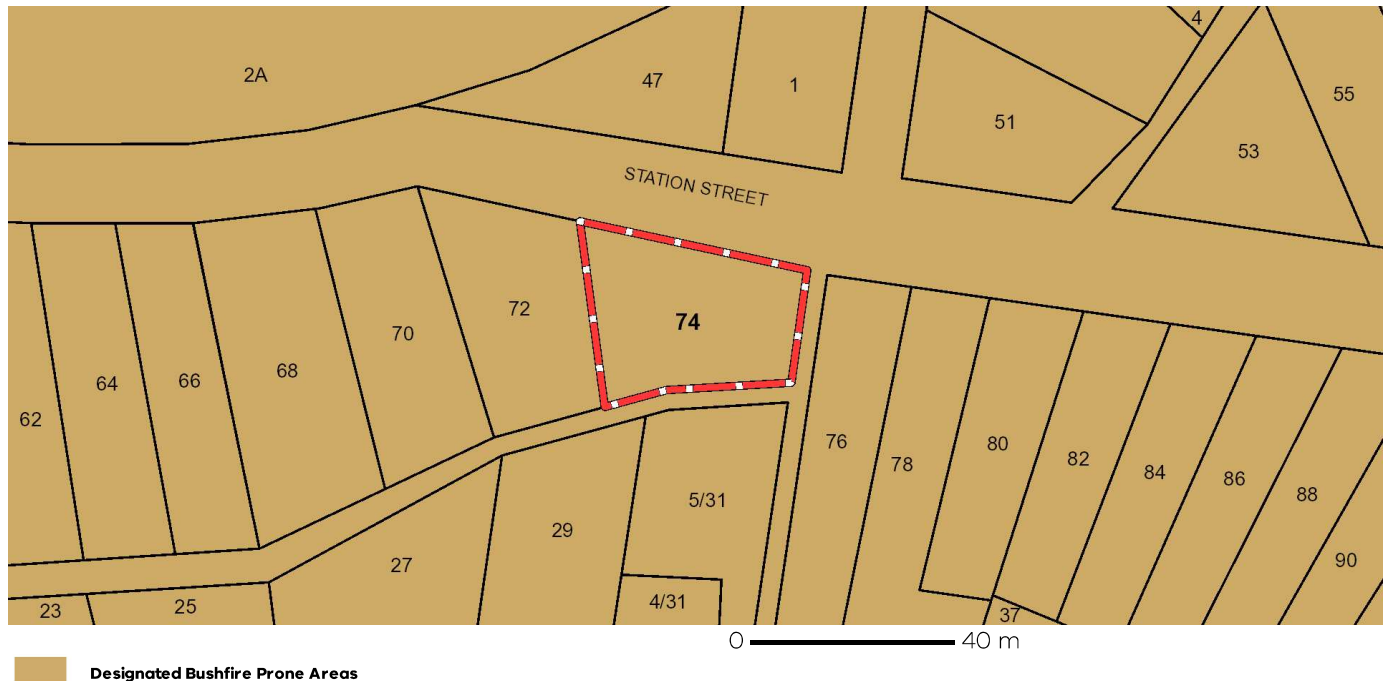
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.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 in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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 his 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 \(environment.vic.gov.au\)](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/)