

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 30 October 2018.

Vendor Statement

section 32 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 Certificate of Title Volume 9251 Folio 265

Property Address 1021 WARBY RANGE ROAD,
WANGARATTA SOUTH

Vendor's name STEPHEN JOHN PERHAM

Signature  **Date** 15/02/23

Purchaser's name _____

Signature _____ **Date** _____

Important information

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1. FINANCIAL MATTERS

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

(a) *Their total does not exceed: \$ _____

OR

(b) *Are contained in the attached certificate/s.

OR

(c) *Their amounts are:

Authority	Amount	Interest (if any)
(1) Rural City of Wangaratta	(1) \$3,402.95	(1) \$ _____
(2) North East Water	(2) \$ 211.71	(2) \$ _____
(3) _____	(3) \$ _____	(3) \$ _____
(4) _____	(4) \$ _____	(4) \$ _____

(d) *There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included above; other than any amounts described in this rectangular box. \$

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

\$ _____ To _____

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

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.

*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

¹ Other than any GST payable in accordance with the contract.

~~**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.

(a) *Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) *Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company: _____

Type of policy: _____ Policy no: _____

Expiry date: _____ / _____ / _____ Amount insured: _____

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*.

OR

(b) *Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company: _____

Policy no: _____ Expiry date: ____ / ____ / ____

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

(a) *Is in the attached copies of title document/s.

OR

*Is as follows:

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

*Attached is a certificate with the required specified information.

OR

*The required specified information is as follows:

(a) Name of planning scheme Wangaratta Planning Scheme

(b) Name of responsible authority Rural City of Wangaratta

(c) Zoning of the land Farming

(d) Name of planning overlay part Significant Landscape

~~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.

OR

*Are as follows:

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:

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:

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.

OR

*Are as follows:

Building Permit No BS-U 1481 20172431/0 issued on 10 August 2017 for additions & alterations to dwelling

~~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.

6.1 *Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act* 2006.

OR

6.2 *Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act* 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 *The owners corporation is an inactive owners corporation.²

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

~~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*.

7.1 **Work-in-Kind Agreement**

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) *The land is NOT to be transferred under the agreement unless the square box is marked with an "X"
- (b) *The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"
- (c) *The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"

7.2 **GAIC Recording**

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) *Any certificate of release from liability to pay a GAIC
- (b) *Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) *Any certificate of exemption from liability to pay a GAIC
- (d) *Any certificate of staged payment approval
- (e) *Any certificate of no GAIC liability
- (f) *Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) *A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub -sections 7.2 (a) to (f) above

8. **SERVICES**

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

- Electricity supply Gas supply Water supply Sewerage Telephone services

9. **TITLE**

Attached are copies of the following documents:

9.1 *(a) **Registered Title**

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

OR

*(b) **General Law Title**

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

- *9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

~~10. SUBDIVISION~~

10.1 **Unregistered Subdivision**

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

- (a) *Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
OR
- (b) *Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

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 a 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:

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

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

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.

- (a) *Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
OR
- (b) *Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

~~11. *DISCLOSURE OF ENERGY INFORMATION~~

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):
 - *Are contained in the attached building energy efficiency certificate.
 - OR
 - *Are as follows:

12. DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be automatically attached if ticked)

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed, and additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Certificate of Title Volume 9251 Folio 265



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 1 of 1

VOLUME 09251 FOLIO 265

Security no : 124103952448M
Produced 15/02/2023 10:24 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 120541.

PARENT TITLES :

Volume 08060 Folio 279 Volume 09007 Folio 859

Created by instrument LP120541 23/01/1978

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

STEPHEN JOHN PERHAM of 1021 WARBY RANGE ROAD WANGARATTA SOUTH VIC 3678
AV982851N 22/08/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV982852L 22/08/2022
NATIONAL AUSTRALIA BANK 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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP120541 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 1021 WARBY RANGE ROAD WANGARATTA SOUTH VIC 3678

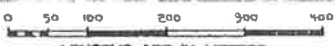
ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 22/08/2022

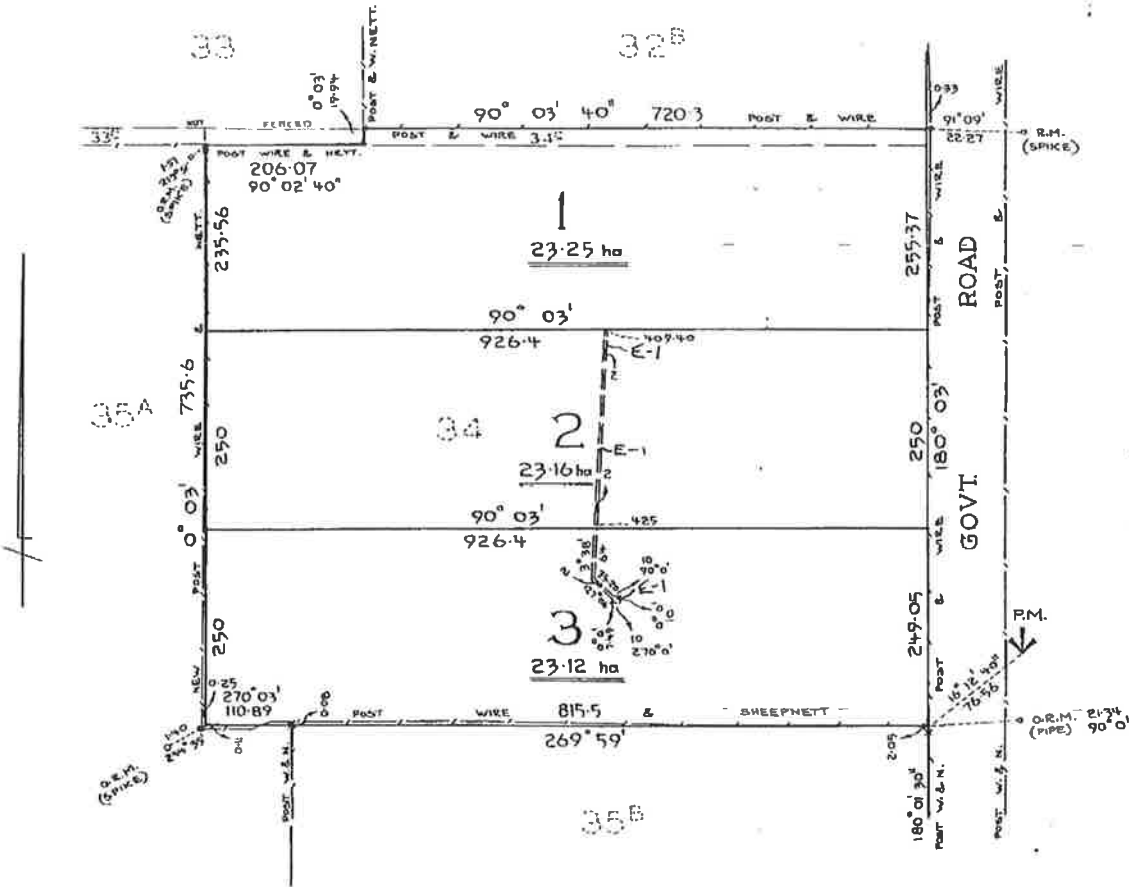
DOCUMENT END

LP120541
EDITION 1
 APPROVED 24/8/177

PLAN OF SUBDIVISION OF: CROWN ALLOTMENTS 34 & 34C SECTION 31 PARISH: WANGARATTA SOUTH COUNTY: MOIRA  LENGTHS ARE IN METRES	APPROPRIATIONS BLUE - WATER SUPPLY EASEMENT.	ENCUMBRANCES & OTHER NOTATIONS GOVT. ROAD IS NOT DRAWN TO SCALE. DEPTH LIMITATION: 15.24m (CA 34C)

LITHO

COLOUR CONVERSION
 E-1 = BLUE



FOR APPROPRIATIONS, ETC.
 SEE BACK HEREOF

SUBDIVISIONAL
CERTIFICATE OF TITLE V. 9002 F. 859
8060 279

**FOR TITLE REFERENCES TO LOTS
SEE PARCELS INDEX**

LODGED BY BEAZLEY & CAMPAIGNA
DEALING No. DATE 4 / 11 / 76
DECLARED BY KEVIN N. THIELE
ON 13 / 5 / 76
COUNCIL SHIRE OF WANGARATTA

LP 12054/
BACK OF SHEET 1

DATE OF CONSENT 21 / 7 / 76
PLAN MAY BE LODGED / /
PLAN APPROVED. DATE 24 / 8 / 77. TIME 2:45 pm

The land coloured BLUE
is appropriated or set apart for
easements of WATER SUPPLY.

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 15 February 2023 08:55 AM

PROPERTY DETAILS

Address: **1021 WARBY RANGE ROAD WANGARATTA SOUTH 3678**
 Lot and Plan Number: **Lot 2 LP120541**
 Standard Parcel Identifier (SPI): **2\LP120541**
 Local Government Area (Council): **WANGARATTA**
 Council Property Number: **10877**
 Planning Scheme: **Wangaratta**
 Directory Reference: **Vicroads 34 F7**

www.wangaratta.vic.gov.au

[Planning Scheme - Wangaratta](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**
 Urban Water Corporation: **North East Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **OVENS VALLEY**

OTHER

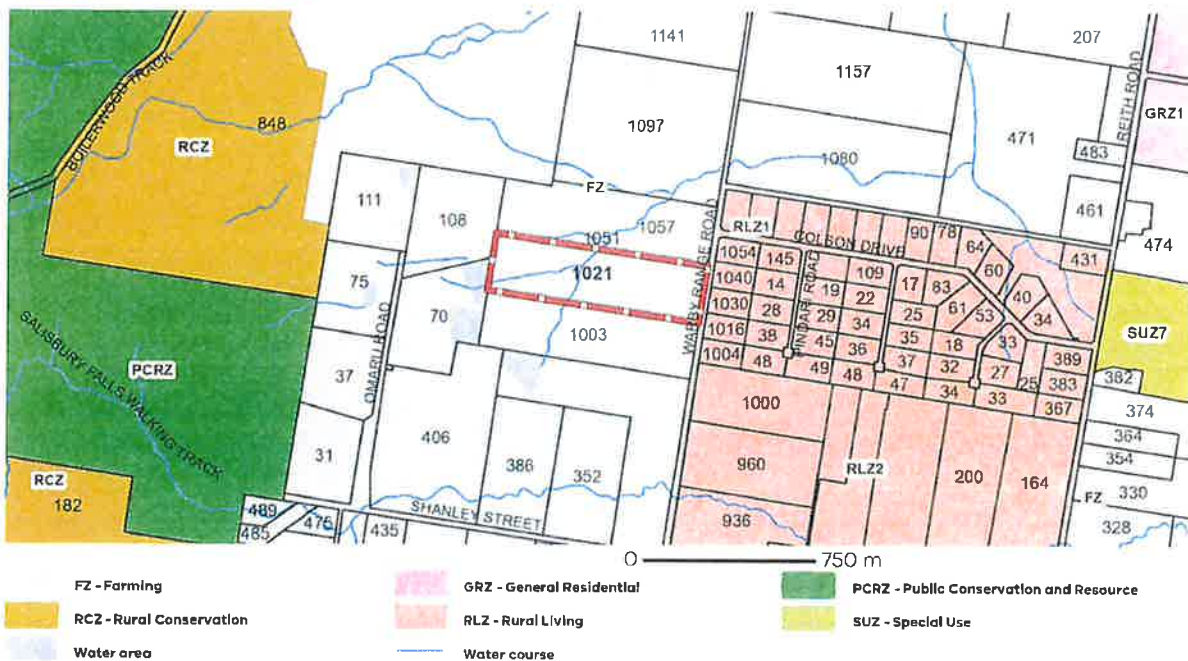
Registered Aboriginal Party: **Yorta Yorta Nation Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[FARMING ZONE \(FZ\)](#)

[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)



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

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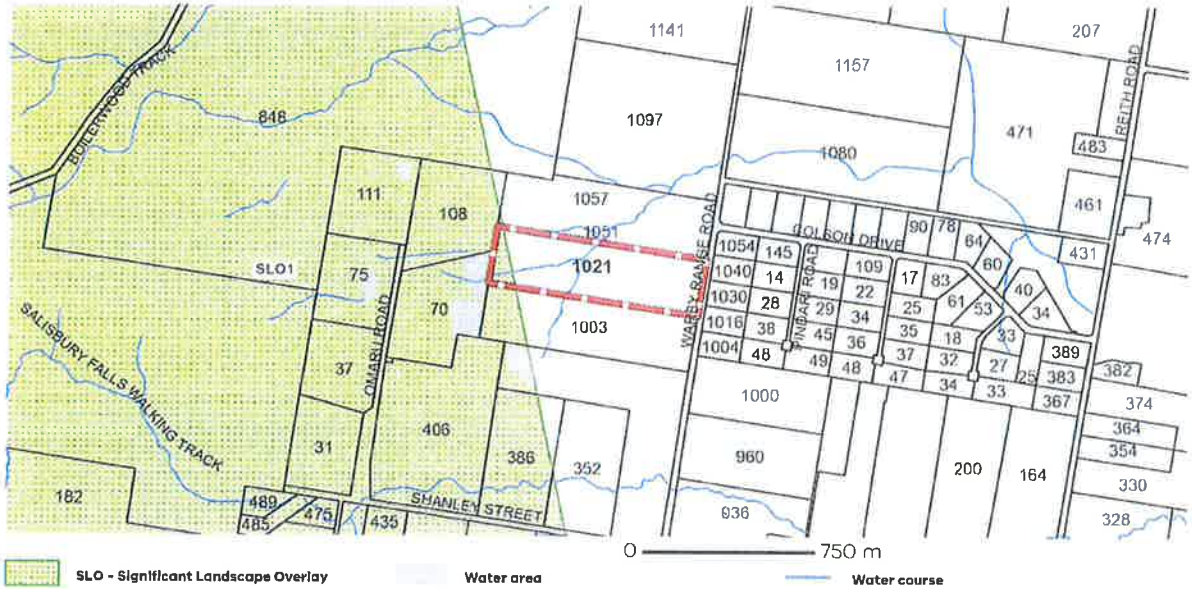
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

PLANNING PROPERTY REPORT: 1021 WARBY RANGE ROAD WANGARATTA SOUTH 3678

Page 1 of 4

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 (SLO1)



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

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PLANNING PROPERTY REPORT

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land:

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

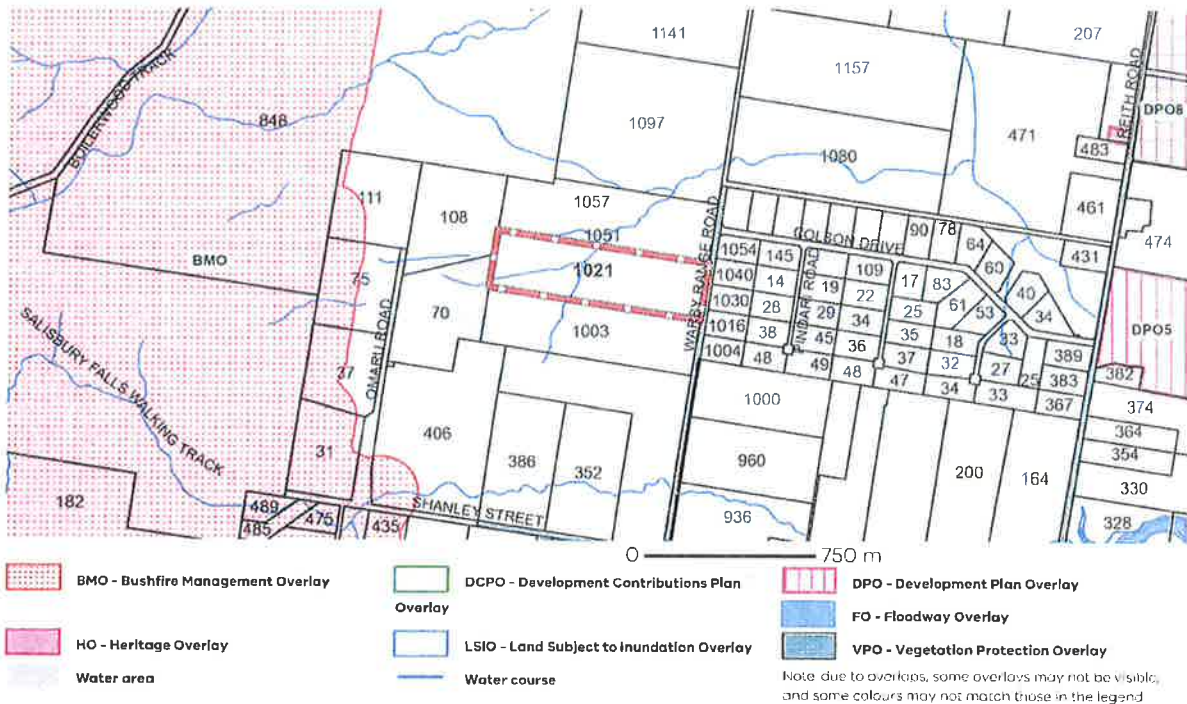
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[FLOODWAY OVERLAY \(FO\)](#)

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

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



Further Planning Information

Planning scheme data last updated on 13 February 2023.

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>

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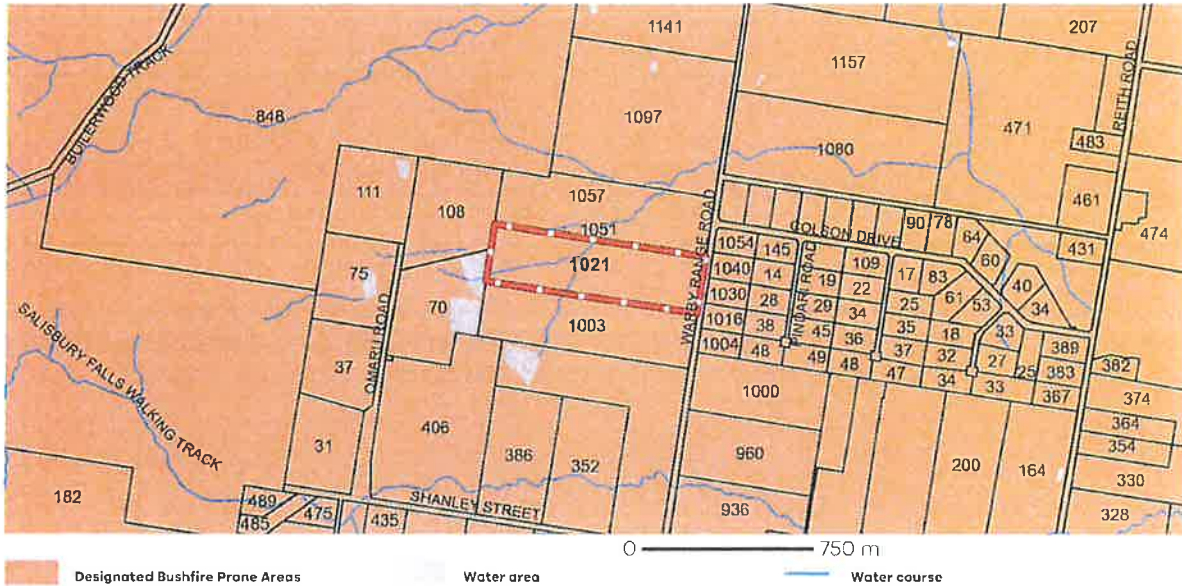
Notwithstanding this disclaimer a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 3(1)(b) of the Sale of Land 1962 (Vic).

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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PLANNING PROPERTY REPORT: 1021 WARBURY RANGE ROAD WARRAGATTA SOUTH 3678

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Building Permit

Form 2 Building Act 1993 Building Interim Regulations 2017 – Regulation 313



Permit No: BS-U 1481 20172431/0

Issued To:

Daniel Wallace
1021 Warby Range Road
WANGARATTA, VIC 3678
Contact: Daniel Wallace
Phone: 0423 113 110

Address for Serving of Notices or Giving of Documents:

1021 Warby Range Road WANGARATTA VIC 3678

Ownership Details:

Daniel Wallace
1021 Warby Range Road
WANGARATTA, VIC 3678
Contact: Daniel Wallace
Phone: 0423 113 110

Property Details: Lot (2) 1021 Warby Range Road WANGARATTA VIC 3678

Title Details: LP/PS: 120541, Vol: 09251, Folio: 265

Municipal District: Wangaratta Rural City Council

Builder:

Tavare Built Homes
40 Logan Drive
WANGARATTA, VIC 3677
Contact: Brian
Phone: 0438 217 468

Details of Building Practitioners and Architects:

Name	Registration No.	Role	Category/Class
Brian Tavare	DB-U 44879	Engaged in the building work	Builder - Domestic - Unlimited
Darren Macklan	DP-AD 528	Engaged to prepare documents	Draftsperson - Architectural
Robert Whytlaw	EC 1156	Engaged to prepare documents	Engineer - Civil

Details of Domestic Building Work Insurance:

The issuer or provider of the required insurance policy is:

Insurance Provider: QBE Residential Builders Warranty Insurance

Policy Number: 570057543BWI-6

Policy Issued: 29/06/2017

Nature of Building Work:

Additions & Alterations to Dwelling (1ai)

Stage of building work permitted	As shown on the approved plans
Total floor area of new building work in m ²	382.0
Cost of building work (this stage)	\$315,000
Cost of building work (all stages)	\$315,000
Number of storeys	1

T: (03) 5755-1589 E: info@alpinebuildingpermits.com.au F: (03) 5750-1389

113A Gavan Street BRIGHT VIC 3741

<http://www.alpinebuildingpermits.com.au>

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Building Classification:

Nature of Work	Part of Building	BCA Classification
Additions & Alterations to	Dwelling & Garage	1ai

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On	Regulation
Council	Installation or alteration of a septic tank system, or construction of a building over an existing septic tank system	reg. 801(1)

Mandatory Inspections

The mandatory notification stages are -

- Piers & Preslab
- Steel
- Frame - Dom/Res
- Final - Dom/Res

Occupation / Use of Building

A Certificate of Final Inspection is required prior to the occupation or use of this building.

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

Commencement and Completion:

This building work must commence by: 10/08/2018

This building work must be completed by: 10/08/2019

Documents Supporting Application

Document Name	Prepared By	Ref No	Issued
Truss layout			5/07/2017
Engineer certified docs and comps			5/07/2017
Energy Rating Report			5/07/2017
Project Building Specifications			5/07/2017
Engineers Form 1507			9/08/2017
Architectural Plans			9/08/2017
Septic Permit			9/08/2017

Permit Conditions

This building permit is subject to the following conditions –

No	Condition
1	Brittle floor coverings (>16m ²) are recommended not to be placed within three months of pouring the concrete floor under clause 5.3.7 of AS2870 unless extra measures are taken to control shrinkage cracking. These include the use of SL92 or an additional sheet in affected slab panels or otherwise the selection of a bedding system suitable for the expected slab movement.
2	Construction of steps to comply with Part 3.9.1.4 of the BCA, minimum going 240mm and maximum rise of 190mm with a non-slip finish.
3	WC doors where the jamb is within 1.2m of the pan are to be fitted with lift off hinges.
4	Screens to required windows to be installed prior to the occupancy permit being issued
5	Approval from the council health department will be required for the installation of the septic system. This must be completed prior to the Occupancy Permit being issued.
6	All glazing is required to comply with the NCC 2016 Part 3.6 and/or AS1288.

T: (03) 5755-1589 E: info@alpinebuildingpermits.com.au F: (03) 5750-1389

113A Gavan Street BRIGHT VIC 3741

<http://www.alpinebuildingpermits.com.au>

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No	Condition
7	The Bushfire Attack Level (BAL) shall be maintained to that nominated in the application for this building permit.
8	The Dwelling is to be protected against bush fire in accordance with AS 3959 -2009.
9	All timber framing is to comply with AS1684-2010.
10	Three copies of truss computations and layouts to be submitted for approval prior to the frame inspection.
11	The owner and/or builder shall be responsible to define, by survey, the boundaries of the allotment.
12	Appropriate signage must be displayed at the front of the property visible to the public advising: Builders Name, Reg. Number, contact details, Building Permit number and date of issue.
13	This building permit is not evidence that the design complies with any restrictive covenant or other encumbrance burdening the subject land. It is the owner(s) responsibility to ensure compliance with any encumbrance.
14	Building work as detailed on the stamped plans must not be altered in any way without prior approval of the relevant building surveyor.
15	It is the owner(s) and/or agent's responsibility to ensure all Council Local Laws and regulations have been complied with.
16	The Domestic Building Contracts and Tribunal Act 1995 applies to the building work approved by this permit.
17	Please note that it is the owners responsibility to ensure compliance with any covenants, encumbrances OR 173 agreements contained within the title.
18	The work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress.
19	There must be no unauthorized encroachment of any part of the work beyond the building alignment.
20	Any building work done pursuant to this building permit shall comply with the Building Act 1993 and the Building Regulations 2006 and with any conditions or requirements imposed in accordance with the Act or Regulations.
21	The person in charge of carrying out the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stages..
22	Stormwater is to be taken to the legal point of discharge, being the existing system or wholly contained within the allotment.
23	Prior to final inspection, submit written verification that all requirements of the house energy rating report have been complied with.
24	The dwelling is to be protected from Termites in accordance with Part 3.1.3 of the NCC 2016.
25	Protection against termite infestation to be provided in accordance with AS 3660.1 and installation certificates, part A & B submitted. Durable notice to be installed within the meter box.
26	An exhaust fan or other means of mechanical ventilation may be used to ventilate a sanitary compartment, laundry or bathroom provided contaminated air exhausts- (i) directly to outside the building by way of ducts; or, (ii) into a roof space that— (A) is adequately ventilated by open eaves, and/or roof vents; or (B) is covered by roof tiles without sarking or similar materials which would prevent venting through gaps between the tiles.
27	Construction of shower and flashings in wet areas to comply with Part 3.8.1 of the BCA and AS3740. Particular attention to be given to waterproofing timber floors and floor/wall junctions in rooms where a bath or unenclosed shower is installed and in WC's and laundry. An unenclosed shower includes an enclosure with frameless or semi frameless glass doors, shower curtains or a screen less than 1500 mm long over a bath will necessitate the provision of a floor waste. Certification from a suitable person will be required to ensure that wet areas have been waterproofed in accordance with the BCA.

Notes:

Note 1: Under regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 day after any change in the name or address of the owner or of the building surveyor carrying out the building work.

Note 2: Under regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

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Note 3: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the **Building Act 1993**.

Relevant Building Surveyor

Signed:



Building Surveyor: Phil Davern
Registration No: BS-U 1481

Business Name: Alpine Building Permits and Consultants Pty Ltd
Address: 113A Gavan Street BRIGHT VIC 3741

Permit No: BS-U 1481 20172431/0
Date of issue of permit: 10/08/2017

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Terms and Conditions

1. Role of Alpine Building Permits and Consultants Pty Ltd

1.1 Professional Standard of Care

In performing the Services, Alpine Building Permits and Consultants Pty Ltd shall:

- (a) exercise the degree of reasonable skill, care and diligence;
- (b) and maintain the ethical standards; normally expected of the profession of building surveyors.

1.2 Notice of Matters Likely to Change Scope or Timing of Services

If Alpine Building Permits and Consultants Pty Ltd becomes aware of anything which may change the scope or timing or cost of the Services, then it shall as soon as practicable give written notice to the Client. The notice shall as far as practicable contain particulars of the change.

2. Payment to Alpine Building Permits and Consultants Pty Ltd for Services

2.1 Client to Make Payment

In consideration of the promise by Alpine Building Permits and Consultants Pty Ltd to perform the Services, the Client promises to pay to Alpine Building Permits and Consultants Pty Ltd the fees and the expenses as set out in Alpine Building Permits and Consultants Pty Ltd's Letters.

2.2 Timing of Payment

At or after the time that any part of the Services are performed by Alpine Building Permits and Consultants Pty Ltd, Alpine Building Permits and Consultants Pty Ltd may give the Client an account for that part of the Services performed and for any expenses incurred. The Client shall pay the full amount owing in respect of each account within fourteen (14) days of issue of the account.

2.3 Interest on Overdue Payment

In addition to all other rights and remedies of Alpine Building Permits and Consultants Pty Ltd, if the Client fails to pay all monies as and when due, Alpine Building Permits and Consultants Pty Ltd shall be entitled to recover interest at the higher of 15% per annum and the rate that is 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1993.

2.4 Disputed Claims

If the Client disputes the whole or any portion of the amount claimed in an account submitted by Alpine Building Permits and Consultants Pty Ltd, then it shall pay that portion of the amount stated in the account which is not in dispute and it shall notify Alpine Building Permits and Consultants Pty Ltd in writing of the reasons for disputing the account. If it is established that some or all of the amount in dispute ought properly to have been paid at the time it was first claimed, then the Client shall pay the amount finally established together with interest on that amount in accordance with clause 3.3.

2.5 Payment of Costs if Building Works Delayed

If the performance of the Services is delayed beyond a reasonable period for any reason other than a breach of the Agreement by Alpine Building Permits and Consultants Pty Ltd, then the Client shall pay to Alpine Building Permits and Consultants Pty Ltd a reasonable sum of money to cover the consequential costs and expenses suffered by Alpine Building Permits and Consultants Pty Ltd as a result of the delay.

2.6 Effect of Termination on Right to Payment

If the engagement of Alpine Building Permits and Consultants Pty Ltd is terminated for any reason other than for breach of these Terms of Engagement by Alpine Building Permits and Consultants Pty Ltd, then Alpine Building Permits and Consultants Pty Ltd shall be entitled to pro rata payment for the Services carried out and consequential costs and expenses incurred as a result of the termination, for the period up to and including the date of termination.

2.7 Changes in Laws

If after the date of these Terms of Engagement there is any change to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any statutory authority and that change directly or indirectly increases or decreases the costs or expenses incurred by Alpine Building Permits and Consultants Pty Ltd in performing the Services, then the fees and expenses otherwise payable to Alpine Building Permits and Consultants Pty Ltd under these Terms of Engagement shall be increased or decreased accordingly.

3. Scope of Liability

3.1 Direct and Indirect Loss

The liability of Alpine Building Permits and Consultants Pty Ltd to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise shall be limited to the direct cost of rectifying the Building Works.

3.2 Maximum Amount of Liability

The maximum liability of Alpine Building Permits and Consultants Pty Ltd to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the amount of \$50,000.00.

3.3 Release

The Client releases Alpine Building Permits and Consultants Pty Ltd from, and agrees that Alpine Building Permits and Consultants Pty Ltd is not liable for, any liability or loss arising from or any costs incurred in connection with the Services in excess of the Alpine Building Permits and Consultants Pty Ltd's liability determined in accordance with clause 4.2.

3.4 Duration of Liability

Alpine Building Permits and Consultants Pty Ltd shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract tort or otherwise, at the expiration of one (1) year from the completion of the Services, and the Client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against Alpine Building Permits and Consultants Pty Ltd (or any employee of Alpine Building Permits and Consultants Pty Ltd) in respect of the Services after that date.

3.5 Extent of Warranty

Except to the extent imposed by law or specifically provided for in these Terms of Engagement, Alpine Building Permits and Consultants Pty Ltd does not give any warranty nor accept any liability in relation to the performance or

non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Engagement of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

3.6 Indemnity

The Client shall indemnify and keep indemnified Alpine Building Permits and Consultants Pty Ltd from and against all suits, actions, claims or demands by any person for any loss, damages, expense or costs as a result of any negligence or default by the Client.

4.0 Termination of Services

4.1 Termination by Client

Subject always to the provisions of the Building Act 1993 (as amended), the Client may by notice in writing served on Alpine Building Permits and Consultants Pty Ltd terminate the Alpine Building Permits and Consultants Pty Ltd's engagement under these Terms of Engagement:

- (a) If Alpine Building Permits and Consultants Pty Ltd is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on Alpine Building Permits and Consultants Pty Ltd of a notice requiring the breach to be remedied; or
- (b) If the Client serves on Alpine Building Permits and Consultants Pty Ltd a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after from the date of issue of the notice.

4.2 Termination by Alpine Building Permits and Consultants Pty Ltd

Subject always to the provisions of the Building Act 1993 (as amended), Alpine Building Permits and Consultants Pty Ltd may by notice in writing served on the Client terminate Alpine Building Permits and Consultants Pty Ltd's obligations under these Terms of Engagement:

- (a) If the Client is in breach of the conditions of any part of clause 3 hereof and the breach has not been remedied within seven (7) days (or such longer period as Alpine Building Permits and Consultants Pty Ltd may allow) of the service by Alpine Building Permits and Consultants Pty Ltd on the Client of a notice requiring the breach to be remedied; or
- (b) If the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as Alpine Building Permits and Consultants Pty Ltd may allow) of the service by Alpine Building Permits and Consultants Pty Ltd on the Client of a notice requiring the breach to be remedied; or
- (c) If Alpine Building Permits and Consultants Pty Ltd serves on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

4.3 Termination Not to Affect Rights in Respect of Prior Breaches

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of determination.

4.4 Work-in-Progress

If Alpine Building Permits and Consultants Pty Ltd's obligations are terminated, then the Client shall pay for all work in progress performed by Alpine Building Permits and Consultants Pty Ltd up until the date of termination.

5. General Matters

5.1 Transfer and Assignment

(a) Alpine Building Permits and Consultants Pty Ltd and the Client each binds itself and its partners (if any), successors, executors, administrators, permitted assigns and legal representatives to the other party to these Terms of Engagement and to the partners (if any), successors, executors, administrators, permitted assigns and legal representatives of the other party in respect to all covenants and obligations of these Terms of Engagement.

(b) Neither Alpine Building Permits and Consultants Pty Ltd nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under these Terms of Engagement.

(c) Nothing contained in this Clause shall prevent Alpine Building Permits and Consultants Pty Ltd from employing such persons or companies as it may deem appropriate to assist it in the performance of these Terms of Engagement.

5.2 Consultants

If circumstances arise which require the services of a specialist or expertise outside the field of Alpine Building Permits and Consultants Pty Ltd, then Alpine Building Permits and Consultants Pty Ltd may with the prior approval of the Client engage the appropriate consultant. The consultant shall be engaged at the Client's expense and on its behalf. The Client's approval shall not be unreasonably withheld.

6. Definitions and Interpretation

6.1 Definitions

Except where the context requires otherwise: "the Client" means the owner of the Property and to the extent appropriate includes the agents (including the builder), officers and employees of the owner; "fees", "expenses" and "Services" means the fees, expenses and Services referred to in Alpine Building Permits and Consultants Pty Ltd's Letters to the Client; "Alpine Building Permits and Consultants Pty Ltd's Letters" means Alpine Building Permits and Consultants Pty Ltd's correspondence setting out its proposal to the Client and its confirmation of its engagement by the Client; "Building Works", "owner" and "Property" mean the Building Works, owner and Property described on the Application for the Building Permit.

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Severability The parties agree that a construction of these Terms of Engagement that results in all the provisions being enforceable is to be preferred to a construction that does not so result. If, however, a provision of these Terms of Engagement is illegal or unenforceable, then:
(a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed, and
(b) in any other case, the whole provision is severed and the remainder of these Terms of Engagement continue in force.

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Certificate of Final Inspection

Form 17 Building Act 1993 Building Regulations 2018 – Regulation 200



Certificate No: BS-U 1481 20172431/0

Property Details: Lot (2) 1021 Warby Range Road WANGARATTA VIC 3678
Title Details: LP/PS: 120541, Vol: 09251, Folio: 265
Municipal District: WANGARATTA RURAL CITY COUNCIL

Building Permit Details

Building Permit No.: BS-U 1481 20172431/0
Version of BCA applicable to building permit: BCA 2016 Volume 2

Description of Building Work:

Part of Building	Permitted Use	BCA Class
Dwelling & Garage	Dwelling	1ai

Maintenance Determination

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

Directions to Fix Building Work

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

Relevant Building Surveyor

Name: Phil Davern
Address: 113A Gavan Street BRIGHT VIC 3741
Email: info@alpinebuildingpermits.com.au
Building practitioner registration no.: BS-U 1481

Certificate No.: BS-U 1481 20172431/0

Date of Issue: 18/09/2018

Signature:

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

DATED: 15/02/23

VENDOR: *X*



STEPHEN JOHN PERHAM

PURCHASER:

VENDOR STATEMENT

PROPERTY:

**1021 WARBY RANGE ROAD
WANGARATTA SOUTH**

VENDOR'S SOLICITOR:

**Milne Lawyers
27 Reid Street
Wangaratta, 3677**

Tel: **(03) 5721 5311**

Fax: **(03) 5722 1314**

Ref: **JMM:230071**