



## **VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE**

**VENDOR** Mark Lee Franklin And Nicole Danielle Franklin  
**LAND BEING SOLD** That part of the land which is presently fenced and/or occupied by the Seller and contained only within the land described in Certificate of Title Volume: 11017 Folio: 511 and known as  
**STREET ADDRESS** 26 Kathleen Crescent, Tyabb VIC 3913

### IMPORTANT NOTICES TO PURCHASERS

**MATTERS RELATING TO LAND USE** - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

- a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is contained in the attached documents, where applicable.
- b) Particulars of any existing failure to comply with their terms are:- None to the Vendor's knowledge

However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There **is** access to the property by road.

The land **is** in a bushfire prone area.

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property

Information concerning any planning instrument -

Name of planning scheme : Mornington Peninsula Shire Planning Scheme

The responsible authority is: Mornington Peninsula Shire

Zoning and/or Reservation: **GENERAL RESIDENTIAL ZONE (GRZ)**

Name of Planning overlay: **DESIGN AND DEVELOPMENT OVERLAY (DDO)**

**VEGETATION PROTECTION OVERLAY (VPO)**

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.

**FINANCIAL MATTERS IN RESPECT OF THE LAND-** Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are contained in the attached certificates or their total does not exceed: **\$2,500.00**

1. Mornington Peninsula Shire
2. South East Water

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 knowledge, which are not included in items above. Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

1. Owners Corporation (if applicable) special levies
2. Land Tax if the property is not exempt as your principal place of residence
3. Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.

The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: **Nil**

**NON- CONNECTED SERVICES** – The following services are not connected to the land:

**Not applicable**

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. Unless you contact the supplying authority and take over the existing service, the services above will be disconnected on or before settlement and it will your responsibility to pay all costs to transfer or reconnect the services you require.

**INFORMATION RELATING TO ANY OWNERS CORPORATION-**

The land is NOT affected by an owners Corporation within the meaning of the Owners Corporations Act 2006.

**EVIDENCE OF TITLE-** Attached are copies of the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) In any other case, evidence of the vendor's authority to sell (where the vendor is not the registered proprietor of the land)
- (c) In the case of land that is subject to a subdivision-
  - I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (d) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988-
  - I. If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - II. Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
  - III. Details of any proposals relating to subsequent stages that are known to the vendor; and
  - IV. A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision
- (e) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed-
  - I. If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - II. If the later plan has not yet been certified , a copy of the latest version of the plan

**BUILDING PERMITS**- Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence):

No such building permit has been granted to the Vendor's knowledge.

**INSURANCE DETAILS IN RESPECT OF THE LAND**- The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation.

**NOTICES MADE IN RESPECT OF LAND**- 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 that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order 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 are contained in certificates herein if applicable.

Whether there are any notices pursuant to Section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.

**VENDOR'S STATEMENT**- I confirm that this statement has been prepared solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I understand that this statement is only current until any of the details contained herein change and will not hold Core Conveyancing Vic responsible if it is not updated or if it is used by any real estate agent other than those it is first forwarded to by Core Conveyancing Vic.

I have read the statement and its attachments and accept sole responsibility for the accuracy of the information contained herein or omissions made. I will keep the property and all improvements thereon full insured until the final settlement of this matter.

I certify that, other than those contained in this statement and its attachments, I am not aware of any:

- variation between the land occupied by me and the land described in the certificate/s of title (including the occupation of adjacent land which is not being sold herein) or any other rights over the land (such as a right of way)
- any proposal in relation to any other property which may affect the land being sold
- any failure to comply with a planning or building regulations or permit (including the failure to obtain a permit)
- the property being affected any flooding, landslip or other environmental issues
- any latent defects

DATE OF THIS STATEMENT

DAY OF

20

*Signature of Vendor*

.....  
Mark Lee Franklin and Nicole Danielle Franklin

*Signature of Vendor*

.....  
Mark Lee Franklin and Nicole Danielle Franklin

**PURCHASER'S ACKNOWLEDGEMENTS-**

The purchaser hereby acknowledges that they received a copy of this vendors statement executed by the vendor prior to entering in to any contract of sale. The Purchaser also acknowledges that the information herein is provided solely by the vendor and that no statement or representation contained herein are made by Core Conveyancing Vic as to anything in relation to the property. The purchaser agrees that if they require an updated owners corporation certificate they will apply and pay for the certificate or information.

DATE OF ACKNOWLEDGMENT

DAY OF

20

*Signature of Purchaser*

.....

*Signature of Purchaser*

.....



P.O Box 308,  
Mount Evelyn 3796  
P: 03 9736 1445

E: [info@corecv.com.au](mailto:info@corecv.com.au)

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

Page 1 of 1

VOLUME 11017 FOLIO 511

Security no : 124094870444F  
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### LAND DESCRIPTION

Lot 19 on Plan of Subdivision 533841D.  
PARENT TITLE Volume 09013 Folio 630  
Created by instrument PS533841D 02/07/2007

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
NICOLE DANIELLE FRANKLIN  
MARK LEE FRANKLIN both of 110 GRAMPIAN BOULEVARD COWES VIC 3922  
AT637791A 25/09/2020

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT637792X 25/09/2020  
QUEENSLAND COUNTRY BANK LTD

COVENANT AF987051K 24/07/2008

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AE959743V 20/03/2007

### DIAGRAM LOCATION

SEE PS533841D FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 26 KATHLEEN CRESCENT TYABB VIC 3913

### ADMINISTRATIVE NOTICES

NIL

eCT Control 17675U LEGALSTREAM PTY LIMITED  
Effective from 25/09/2020

DOCUMENT END

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Form 18

**AE959743V**



Section 181

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

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

**Name:** Maddocks  
**Phone:** 9288 0555  
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne  
**Ref:** TGM:BYM:LGC:5188042 **Customer Code:** 1167E

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

Land: Volume 9013 Folio 630

Authority: Mornington Peninsula Shire Council of Besgrove Street, Rosebud

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the agreement is attached to this application

Signature for the Authority: *Stephen Joy*

Name of officer: *STEPHEN Joy*

Office held: *SUBDIVISIONS OFFICER*

Date: *1-3-07*

**Maddocks**

Date 27 / 02 / 2007

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 259 Melbourne

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

Subject Land: 75 Stuart Road, Tyabb

**AE959743V**

20/03/2007 \$94.60 173



Mornington Peninsula Shire Council  
and

Freedom Development Projects Pty Ltd  
ACN 065 717 599

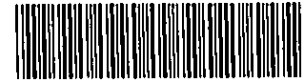
Interstate office  
Sydney  
Affiliated offices  
Adelaide, Beijing, Brisbane, Colombo,  
Dubai, Hong Kong, Jakarta, Kuala Lumpur,  
Manila, Mumbai, New Delhi, Perth,  
Singapore, Tianjin



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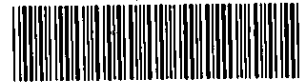
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# Agreement under Section 173 of the Planning and Environment Act 1987

DATE 27 /02/2007

**AE959743V**

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**BETWEEN**

**MORNINGTON PENINSULA SHIRE COUNCIL**  
of Besgrove Street, Rosebud

(Council)

**AND**

**FREEDOM DEVELOPMENT PROJECTS PTY LTD ACN 065 717 599**  
of Unit 14, 33-39 High Street, Cranbourne

(Owner)

## RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 15 November 2005 Council issued Planning Permit No. P03/2035 (**Planning Permit**) allowing the Subject Land to be subdivided into 28 lots and associated works in accordance with a plan to be endorsed under condition 4 of the Planning Permit. Condition 38 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 38 of the Planning Permit provides that:

"Prior to the issue of a Statement of Compliance, the subdivider must enter into an agreement with the Responsible Authority, pursuant to Section 173 of the Planning and Environment Act 1987. This agreement must be registered by the subdivider pursuant to Section 181 of the Planning and Environment Act 1987 on titles to the land resulting from approval of this subdivision.

The agreement must provide for:

- The owner of the land and any successor in title, including a clause in every contract of sale for the sale of each lot in the subdivision that informs each prospective purchaser that the lot is located in close proximity to an operational airfield.
- Vehicle access for lots 2 and 29 being obtained from the internal road only.
- The costs in preparation and registration of such agreement are to be met by the subdivider."

- E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AE695202B in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.



F. The parties enter into this Agreement:

- F.1 to give effect to the requirements of the Planning Permit; and
- F.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

## THE PARTIES AGREE

### 1. DEFINITIONS

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

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

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

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**lot** means a lot on the Endorsed Plan.

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

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

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

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

**Subject Land** means the land situated at 75 Stuart Road, Tyabb being the land referred to in Certificate of Title Volume 9013 Folio 630 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**Works** has the same meaning as in the Act and includes landscaping, excavation, trenching, filling, paving, roads, footpaths, street reserves, drains and installation of underground services.

### 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.



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

### **3. SPECIFIC OBLIGATIONS OF THE OWNER**

---

- 3.1 The Owner acknowledges and agrees that:
  - 3.1.1 the Subject Land is located in close proximity to an operational airfield; and
  - 3.1.2 a clause to this effect will be included in each Contract of Sale for any lot on the Subject Land; and
  - 3.1.3 vehicular access to lots 2 and 29 must only be provided from Kathleen Crescent.

### **4. FURTHER OBLIGATIONS OF THE OWNER**

---

#### **4.1 Notice and Registration**

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

#### **4.2 Further actions**

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or

procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

#### **4.3 Council's Costs to be Paid**

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

### **5. AGREEMENT UNDER SECTION 173 OF THE ACT**

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

### **6. OWNER'S WARRANTIES**

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

### **7. SUCCESSORS IN TITLE**

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

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

### **8. GENERAL MATTERS**

#### **8.1 Notices**

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

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

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## 8.2 Service of Notice

A notice or other communication is deemed served:

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

## 8.3 No Waiver

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

## 8.4 Severability

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

## 8.5 No Fettering of Council's Powers

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

## 9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

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

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SIGNED SEALED AND DELIVERED  
by STEPHEN JOY on behalf of  
MORNINGTON PENINSULA SHIRE  
COUNCIL pursuant to an Instrument of  
Delegation authorised by Resolution of  
Council in the presence of:

*Stephen Joy*

NATHALIE CLARK

Witness

*Nathalie*

THE COMMON SEAL of FREEDOM  
DEVELOPMENT PROJECTS PTY LTD  
ACN 065 717 599 was affixed in the presence  
of authorised persons:

Rebecca Catherine Evans

Director

*RA*

Full name

20A Banksia Cres, Tyabb

Usual address

Andrew David Evans

Director (or Company Secretary)

*[Signature]*

Full name

20A Banksia Cres, Tyabb

Usual address



**Mortgagee's Consent**

Southern Finance Limited as Mortgagee of registered mortgage No. AE695202B consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

DIRECTOR

*[Signature]*

**JOHN JAMES TAIT**  
121 KEPLER STREET  
WARRNAMBOOL 3280

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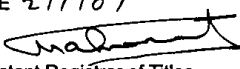
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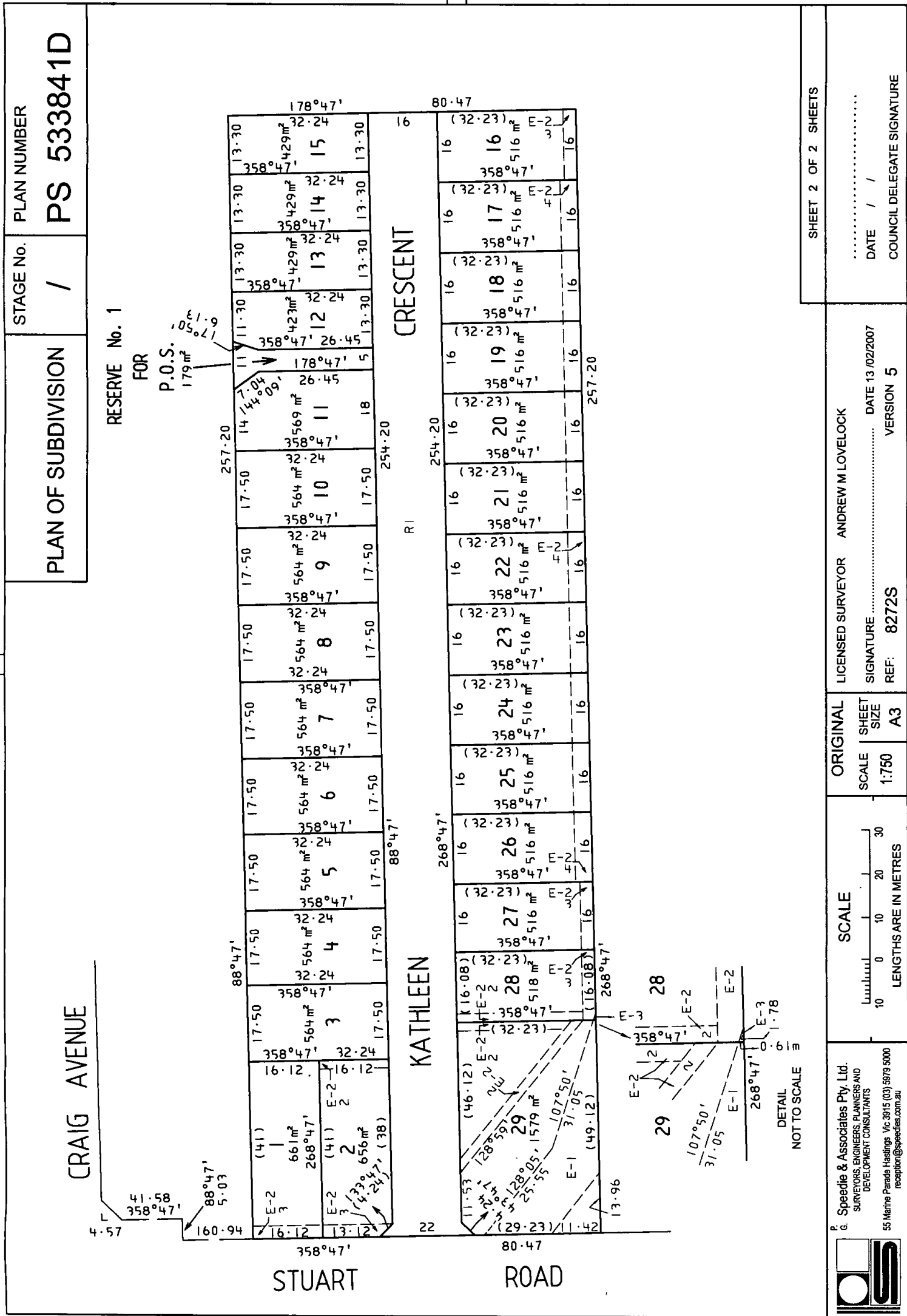
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| <b>PLAN OF SUBDIVISION</b>                                                                                                                                                                                                                                                                                                                                                                    |                                                                                | <b>STAGE No.</b><br>/                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>LR USE ONLY</b><br><br><b>EDITION 1</b>                       | <b>PLAN NUMBER</b><br><br><b>PS 533841D</b> |                                                                               |
| <b>LOCATION OF LAND</b><br><br>PARISH: TYABB<br><br>TOWNSHIP: -<br>SECTION: -<br>CROWN ALLOTMENT: -<br>CROWN PORTION: 63 AND 64 (PARTS)<br><br>TITLE REFERENCES: VOL 9013 FOL 630<br><br>LAST PLAN REFERENCE: LP 5802, LOT 30<br>POSTAL ADDRESS: 75 STUART ROAD<br>(AT TIME OF SUBDIVISION) TYABB 3913<br><br>MGA CO-ORDINATES: E 341 180<br>(OF APPROX. CENTRE OF PLAN) N 5 763 220 ZONE: 55 |                                                                                | <b>COUNCIL CERTIFICATION AND ENDORSEMENT</b><br><br>COUNCIL NAME : MORNINGTON PENINSULA SHIRE COUNCIL REF : S05/5379<br><br>1. This plan is certified under Section 6 of the Subdivision Act 1988.<br><del>2. This plan is certified under Section 11(7) of the Subdivision Act 1988.</del><br><del>Date of the original certification under Section 6</del><br><del>3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</del><br><br><b>OPEN SPACE</b><br>(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has <del>not</del> been made.<br>(ii) The requirement has been satisfied.<br><del>(iii) The requirement is to be satisfied in Stage</del><br><br>Council Delegate<br><del>Council Seal</del><br>Date 14/02/07<br><br>Re-certified under Section 11(7) of the Subdivision Act 1988.<br><br>Council Delegate<br>Council Seal<br>Date / / |                                                                  |                                             |                                                                               |
| <b>VESTING OF ROADS OR RESERVES</b>                                                                                                                                                                                                                                                                                                                                                           |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                  |                                             |                                                                               |
| IDENTIFIER                                                                                                                                                                                                                                                                                                                                                                                    | COUNCIL/BODY/PERSON                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                  |                                             |                                                                               |
| ROAD R1<br><br>RESERVE No. 1                                                                                                                                                                                                                                                                                                                                                                  | MORNINGTON PENINSULA<br>SHIRE COUNCIL<br>MORNINGTON PENINSULA<br>SHIRE COUNCIL |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                  |                                             |                                                                               |
|                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                | <b>NOTATIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                  |                                             |                                                                               |
|                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                | STAGING                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | This is not a staged subdivision<br>Planning Permit No. P03/2035 |                                             |                                                                               |
|                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                | DEPTH LIMITATION DOES NOT APPLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                  |                                             |                                                                               |
| THIS PLAN IS BASED ON SURVEY<br>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). 256, WB/87/C21<br>IN PROCLAIMED SURVEY AREA No. 17                                                                                                                                                                                                                                                   |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                  |                                             |                                                                               |
| <b>EASEMENT INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                   |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                  |                                             |                                                                               |
| LEGEND: A - APPURTENANT EASEMENT    E - ENCUMBERING EASEMENT    R - ENCUMBERING EASEMENT (ROAD)                                                                                                                                                                                                                                                                                               |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                  |                                             |                                                                               |
| LR USE ONLY<br><br>STATEMENT OF COMPLIANCE/<br>EXEMPTION STATEMENT<br><br>RECEIVED <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                        |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                  |                                             |                                                                               |
| EASEMENT<br>REFERENCE                                                                                                                                                                                                                                                                                                                                                                         | PURPOSE                                                                        | WIDTH<br>(METRES)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | ORIGIN                                                           | LAND BENEFITED<br>OR IN FAVOUR OF           |                                                                               |
| E-1, E-3                                                                                                                                                                                                                                                                                                                                                                                      | AS SET OUT IN MEMORANDUM<br>OF COMMON PROVISIONS<br>NUMBER AA621               | SEE PLAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | AB423308G                                                        | MELBOURNE WATER<br>CORPORATION              |                                                                               |
| E-2, E-3                                                                                                                                                                                                                                                                                                                                                                                      | DRAINAGE                                                                       | SEE PLAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | THIS PLAN                                                        | MORNINGTON PENINSULA<br>SHIRE COUNCIL       |                                                                               |
| E-2, E3                                                                                                                                                                                                                                                                                                                                                                                       | SEWERAGE                                                                       | SEE PLAN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | THIS PLAN                                                        | SOUTH EAST WATER LTD.                       |                                                                               |
| LR USE ONLY<br><br>PLAN REGISTERED<br><br>TIME 3:17 PM<br><br>DATE 21/7/07<br><br>Assistant Registrar of Titles                                                                                                                                                                                          |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                  |                                             |                                                                               |
| SHEET 1 OF 2 SHEETS                                                                                                                                                                                                                                                                                                                                                                           |                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                  |                                             |                                                                               |
|  P<br>G Speedie & Associates Pty. Ltd.<br>SURVEYORS, ENGINEERS, PLANNERS AND<br>DEVELOPMENT CONSULTANTS<br><br>55 Marine Parade Hastings Vic 3915 (03) 5979 5000<br>reception@speedies.com.au                                                                                                               |                                                                                | LICENSED SURVEYOR    ANDREW M LOVELOCK<br><br>SIGNATURE ..... DATE 13/02/2007<br>REF: 8272S    VERSION 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                  |                                             | .....<br>DATE / /<br>COUNCIL DELEGATE SIGNATURE<br><br>ORIGINAL SHEET SIZE A3 |



ORIGINAL

SCALE 1:750

SHEET SIZE A3

SCALE

0 10 20 30

LENGTHS ARE IN METRES

Speedie & Associates Pty. Ltd.

SURVEYORS, ENGINEERS, PLANNERS AND DEVELOPMENT CONSULTANTS

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LICENSED SURVEYOR ANDREW M LOVELOCK

SIGNATURE ..... DATE 13/02/2007

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SHEET 2 OF 2 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 January 2022 04:40 PM

## PROPERTY DETAILS

Address: **26 KATHLEEN CRESCENT TYABB 3913**  
Lot and Plan Number: **Lot 19 PS533841**  
Standard Parcel Identifier (SPI): **19\PS533841**  
Local Government Area (Council): **MORNINGTON PENINSULA**  
Council Property Number: **126975**  
Planning Scheme: **Mornington Peninsula**  
Directory Reference: **Melway 148 H11**

[www.mornpen.vic.gov.au](http://www.mornpen.vic.gov.au)

[Planning Scheme - Mornington Peninsula](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **HASTINGS**

## OTHER

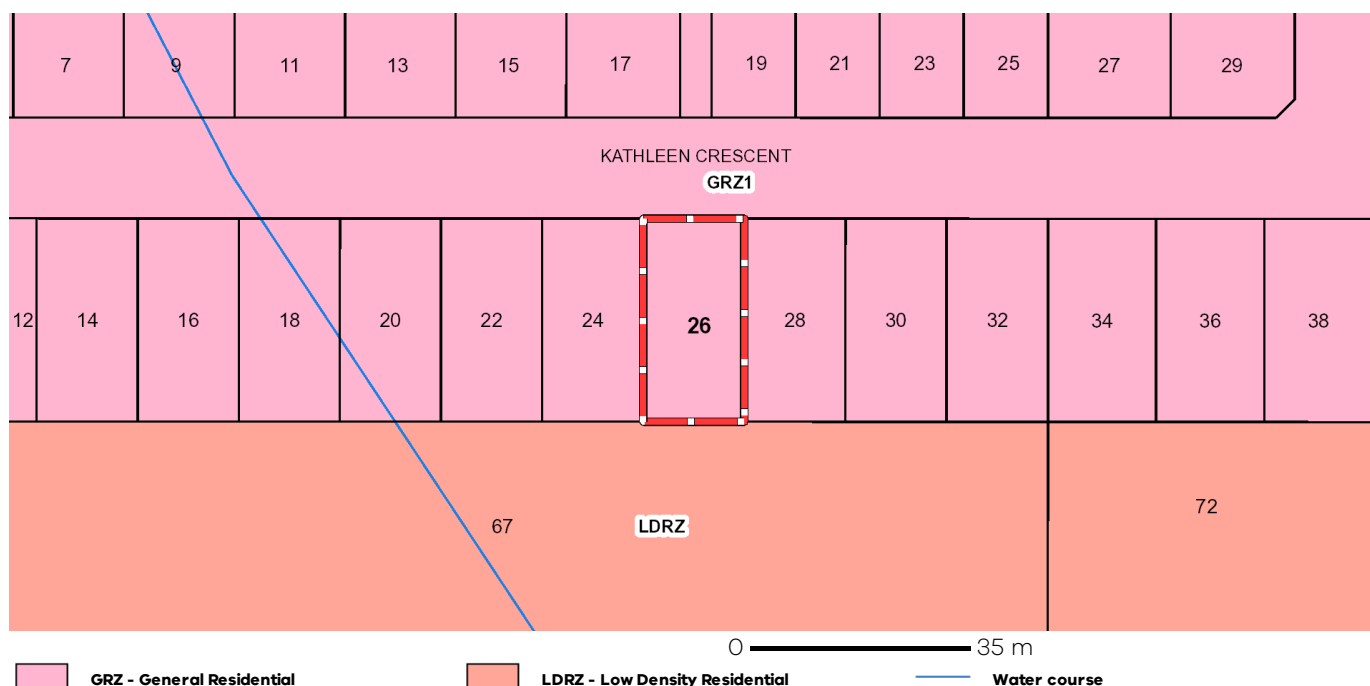
Registered Aboriginal Party: **Bunurong Land Council  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



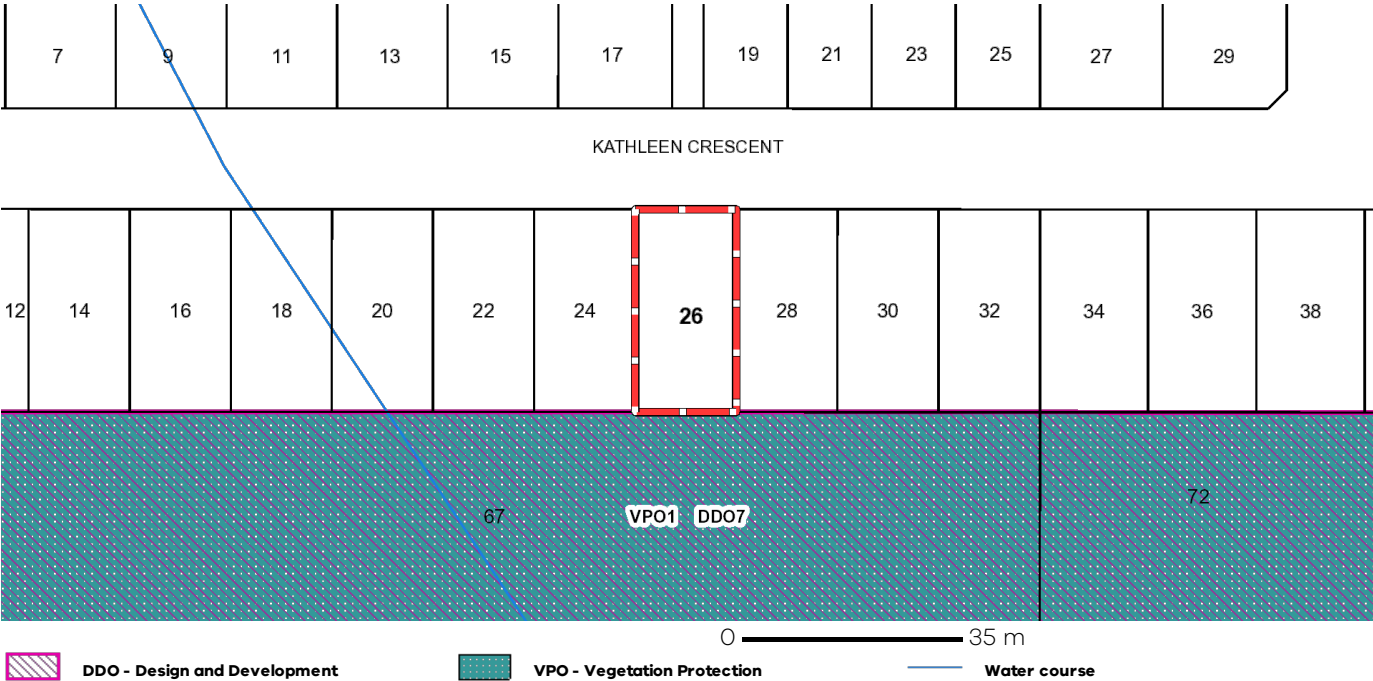
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlay

None affecting this land - there are overlays in the vicinity

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

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



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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

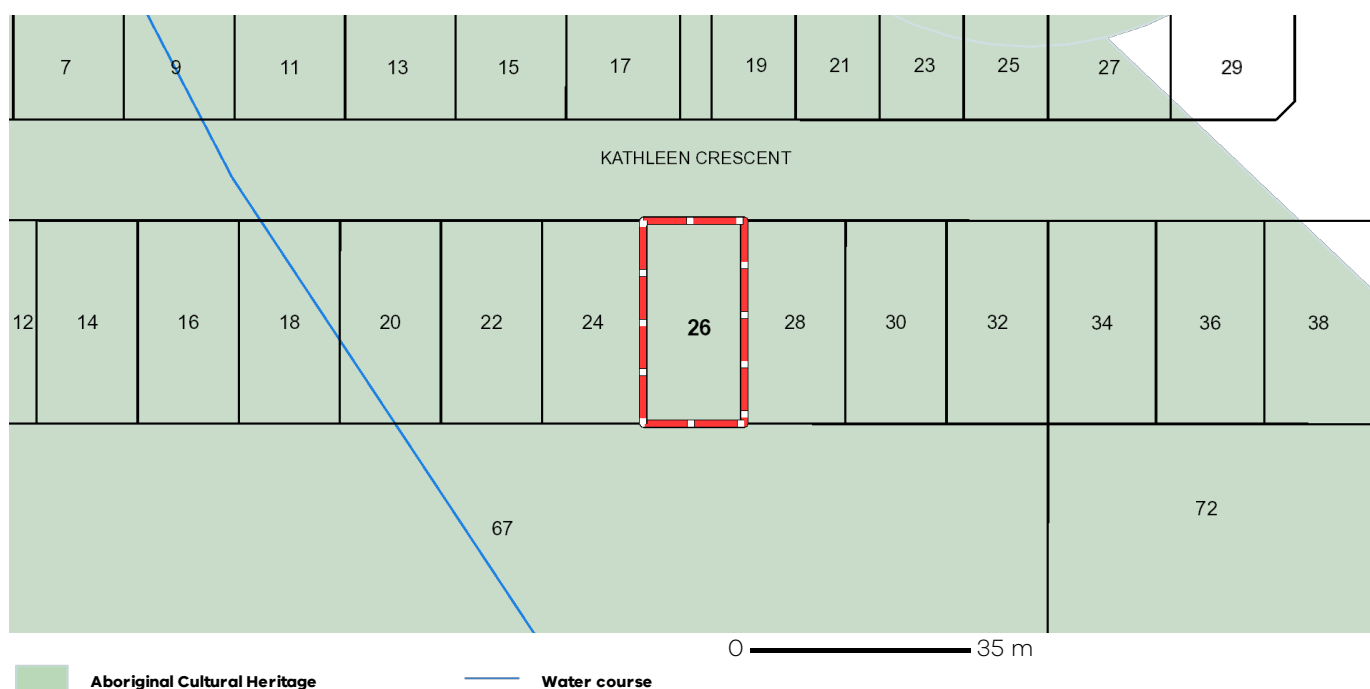
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



## Further Planning Information

Planning scheme data last updated on 23 December 2021.

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>

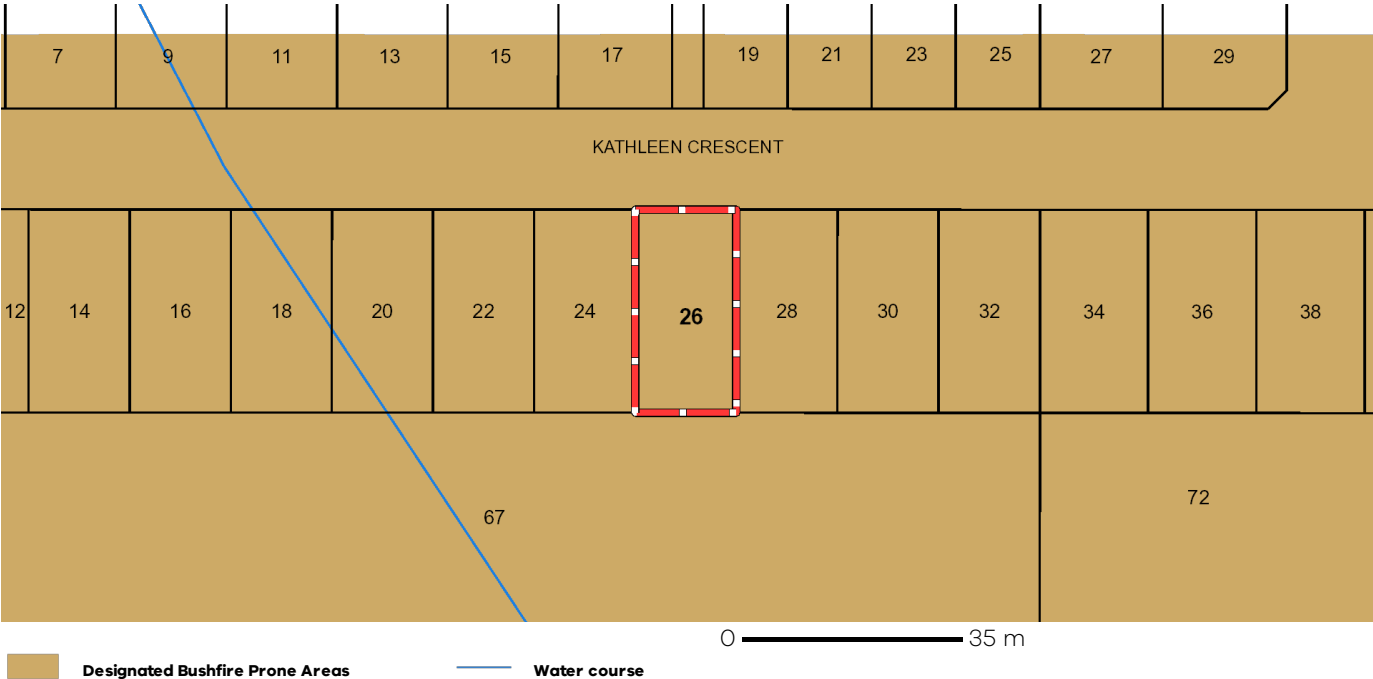
For details of surrounding properties, use this service to get the Reports for properties of interest.

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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

# PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 January 2022 04:40 PM

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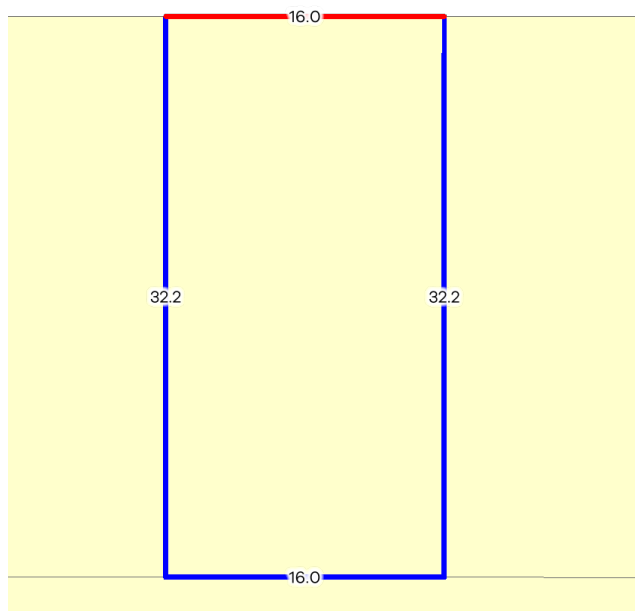
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## SITE DIMENSIONS

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



**Area:** 515 sq. m

**Perimeter:** 96 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

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Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

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## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: **HASTINGS**

## PLANNING INFORMATION

**Planning Zone:** [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)  
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

**Planning Overlay:** None

**Areas of Aboriginal Cultural Heritage Sensitivity:**

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



# PROPERTY REPORT

Planning scheme data last updated on 23 December 2021.

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>

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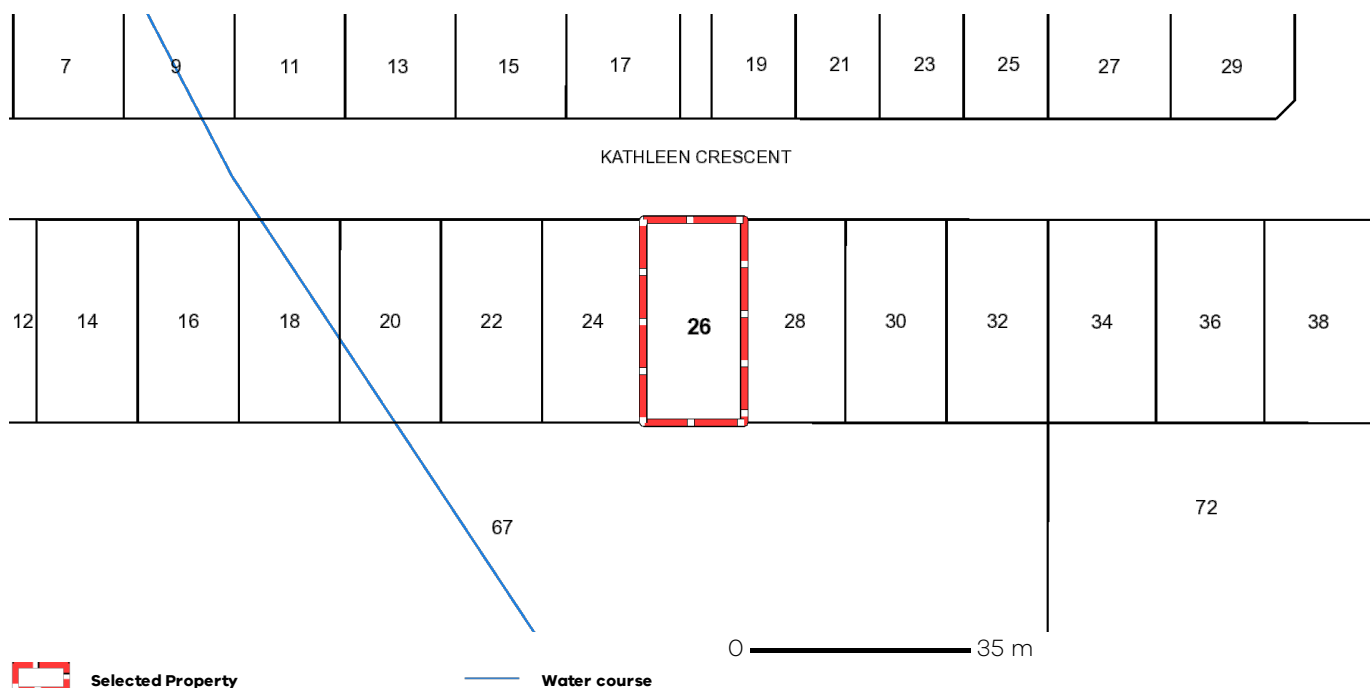
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More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>

## Area Map





# 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](https://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.