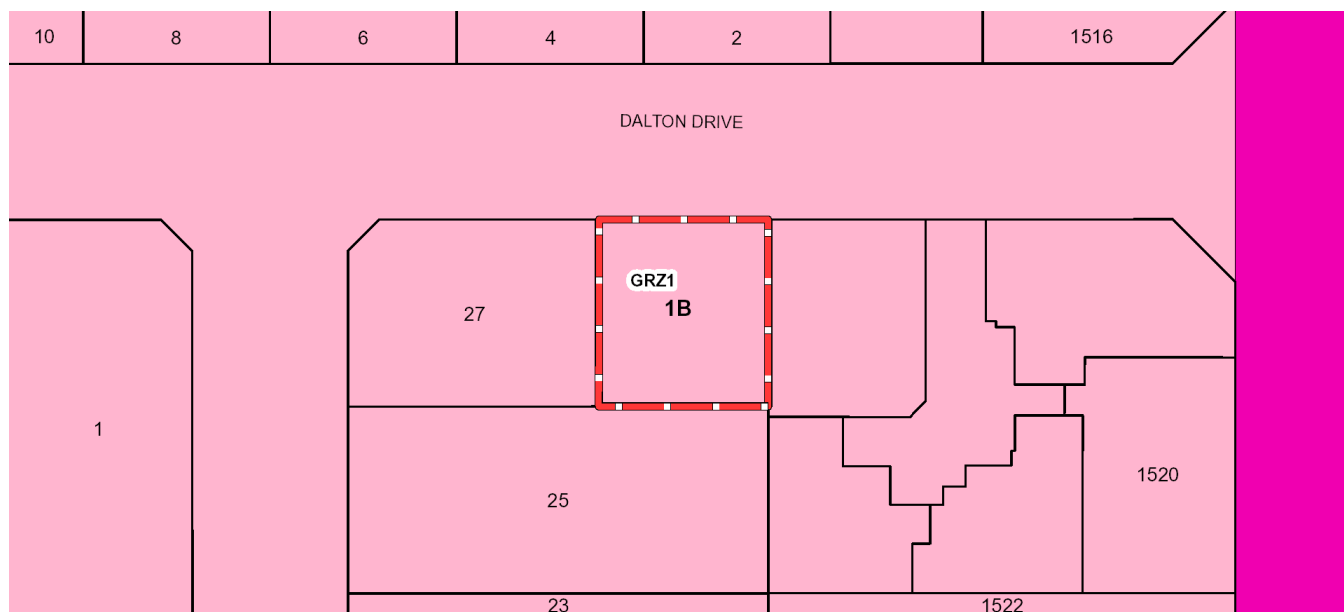




VENDORS STATEMENT

Vendor: Lillian James

Property: 1B Dalton Drive, Tyabb VIC 3913



DX 91210 Somerville

PO Box 324 Somerville 3912

Email spc05@bigpond.net.au

Suite 2/76 Station Street Somerville



VENDORS STATEMENT

Vendor: Lillian James

Property: 1B Dalton Drive, Tyabb VIC 3913

Land being sold - That part of the land which is presently fenced and/or occupied by the Seller and contained within the land described in Certificate of Title
VOLUME 12052 FOLIO 728

1. FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed \$4,500.00
- (b) 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 the above amount.
- (c) Particulars of any charge (where registered or not) over the land imposed by or under an Act to secure an amount due under the Act, including the amount owing under the charge are as follows -
NOT APPLICABLE

INSURANCE

Damage or Destruction - the property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits

Owner Builder – Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence. NOT APPLICABLE

2. LAND USE RESTRICTIONS Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- 2.1 **Easements** affecting the property – **Set out in P/S 818771L attached hereto**
- 2.2 **Covenants** affecting the property – **None affecting**
- 2.3 **Leases** affecting the property - **Set out in the dealing AR584439Y attached**
- 2.4 **Other restrictions affecting the property**–**Set out in the documents attached hereto (if any)**

Particulars of any existing failure to comply with their terms of any Easement, Covenant, Lease or other similar restriction are:-

None to the knowledge of the Vendor

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

3. PLANNING & ROAD ACCESS

- 3.1 Council: Mornington Peninsula Shire Council
- 3.2 Responsible authority: Mornington Peninsula Planning Scheme
- 3.3 Zoning: General Residential Zone (GRZ1)
Overlays: -

Overlays – Landslip- Vegetation – Mining – or other General information – **As attached (if any)**

The land may have been declared by a relevant authority to be in an area which is liable to **flooding, bush fire or pest infestation**.

There is access to the property road.

4. BUSHFIRE – PRONE AREA

- 4.1 The property is in a **bushfire prone area** within the meaning of the Regulations made under the Building Act 1993 unless the attached **Bushfire Prone Area Report** states otherwise.
- 4.2 If the property is in a designated bushfire prone area the designation will be shown on the attached **Bushfire Prone Area Report** and special **bushfire construction requirements, Planning provisions** and **Country Fire Authority requirements** may apply. However you should conduct your own due diligence by searching the Victorian Government's **Land Channel Website**.

5. NOTICES – Particulars of any notice, order, declaration, report, 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.

- a) Affecting the **Owners Corporation** and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property.
- b) Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order is still in force).
- c) Agricultural Chemicals – particulars of any 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 and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992.
- d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990
- e) **Compulsory Acquisition** – particulars of any notice of intention to acquire served pursuant to Section 6 of the *Land Acquisition and Compensation Act 1986*.
- f) Notice issued by the Environment Protection Authority.
- g) Any notice or order pursuant to the Domestic Building Contracts Act 1995.

None to the Vendors knowledge.

The land is in a Municipal District specified by the Minister administering the Mineral Resources Sustainable Development Act 1990.

Particulars of any Mining Licences affecting the land are as follows: - **Not applicable**

6. BUILDING APPROVALS

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)

SEE ATTACHED

7. **SERVICES** Information concerning supply of following:

THE SERVICES MARKED WITH A TICK IN THE ACCOMPANYING BOX ARE **NOT** CONNECTED

Electricity	☐	Gas	☐	Water	☐	Sewerage	☐	Telephone	☐
-------------	--------------------------	-----	--------------------------	-------	--------------------------	----------	--------------------------	-----------	--------------------------

The Water supply and Sewerage services connected to the land are of the standard level available in the locality unless specified otherwise.

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate their account with the service provider before the settlement and the purchaser will have to pay to have the service reconnected.

8. **OWNERS CORPORATION** - Not applicable

If the land is in a subdivision that has common property and there is thereby an Owners Corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant)

8.1 A current Owners Corporation Certificate issued in respect of the land being sold:

8.2 The Owners Corporation Rules;

8.3 The Minutes of the most recent annual general meeting of the owners corporation and all resolutions made at that meeting;

8.4 The most recent accounts and balance sheet of the owners corporation and

8.5 A Statement of advice and information for prospective purchasers and lot owners.

NOTE – Not all Owners Corporations carry out functions in relation to the common property so therefore some documents may not be in existence.

9. **TITLE**

Copy Register Search Statement attached.

10. **SUBDIVISION** - Registered, copy attached

DATE OF THIS STATEMENT

2021

Signature of Vendor _____

DATE OF ACKNOWLEDGMENT

2021

Signature of Purchaser _____

ATTACHMENTS – as applicable

Title Register Search Statement

A copy of the Plans of the Land

Copies of all Covenants, Easements, Section 173 Agreements, Charges and all other encumbrances registered on Title (other than Mortgages and Caveats which will be discharged or withdrawn at settlement)

~~Evidence of Title – Any other document which gives evidence of the Vendor's Title to the Land (right to sell) – Copy head contract, Head Transfer of Land, ASP or APR~~

~~Subdivision A copy of the Plan of Subdivision which has been certified by the relevant Municipal Council or a copy of the latest version of the plan (if not certified)~~

Staged Subdivision (unregistered)

~~A copy of the plan of the first stage of the subdivision if the land is in a second or a subsequent stage~~

~~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~~

~~Details of any proposals relating to any subsequent stages that are known to the vendor~~

~~The statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision~~

Further Plan of Subdivision

~~If the later Plan of Subdivision has not been registered a copy of the Plan of Subdivision which has been certified by the relevant municipal council or a copy of the latest version of the plan (if applicable)~~

Tenancy

~~Copies of all Tenancy Agreements or Leases,~~

~~Planning Permit – if there is a current Planning Permit affecting the property~~

~~Bushfire Prone Area Report~~

~~All Notices – of which the vendor might reasonably be expected to have knowledge~~

Buildings

~~Planning Permits or Occupancy Permit~~

~~Owner Builder Building Report (not more than six months old), Owner Builder Insurance (if the value of building work \$16,000.00 or more)~~

Owners Corporation or Service Company

~~Owners Corporation Certificate (including the Rules,, Minutes of most recent General Meeting and any Resolutions passed and the most recent accounts and balance sheet) and Statement of Advice and Information for prospective purchasers and lot owners~~

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.

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.

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

VOLUME 12052 FOLIO 728

Security no : 124089603627G

Produced 30/04/2021 09:58 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 818771L.
PARENT TITLE Volume 08909 Folio 237
Created by instrument PS818771L 30/01/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LILLIAN JAMES of 27 GERALD STREET TYABB VIC 3913
PS818771L 30/01/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT646792W 29/09/2020
COMMONWEALTH BANK OF AUSTRALIA

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
AR584439Y 24/10/2018

DIAGRAM LOCATION

SEE PS818771L 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: 1B DALTON DRIVE TYABB VIC 3913

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA
Effective from 29/09/2020

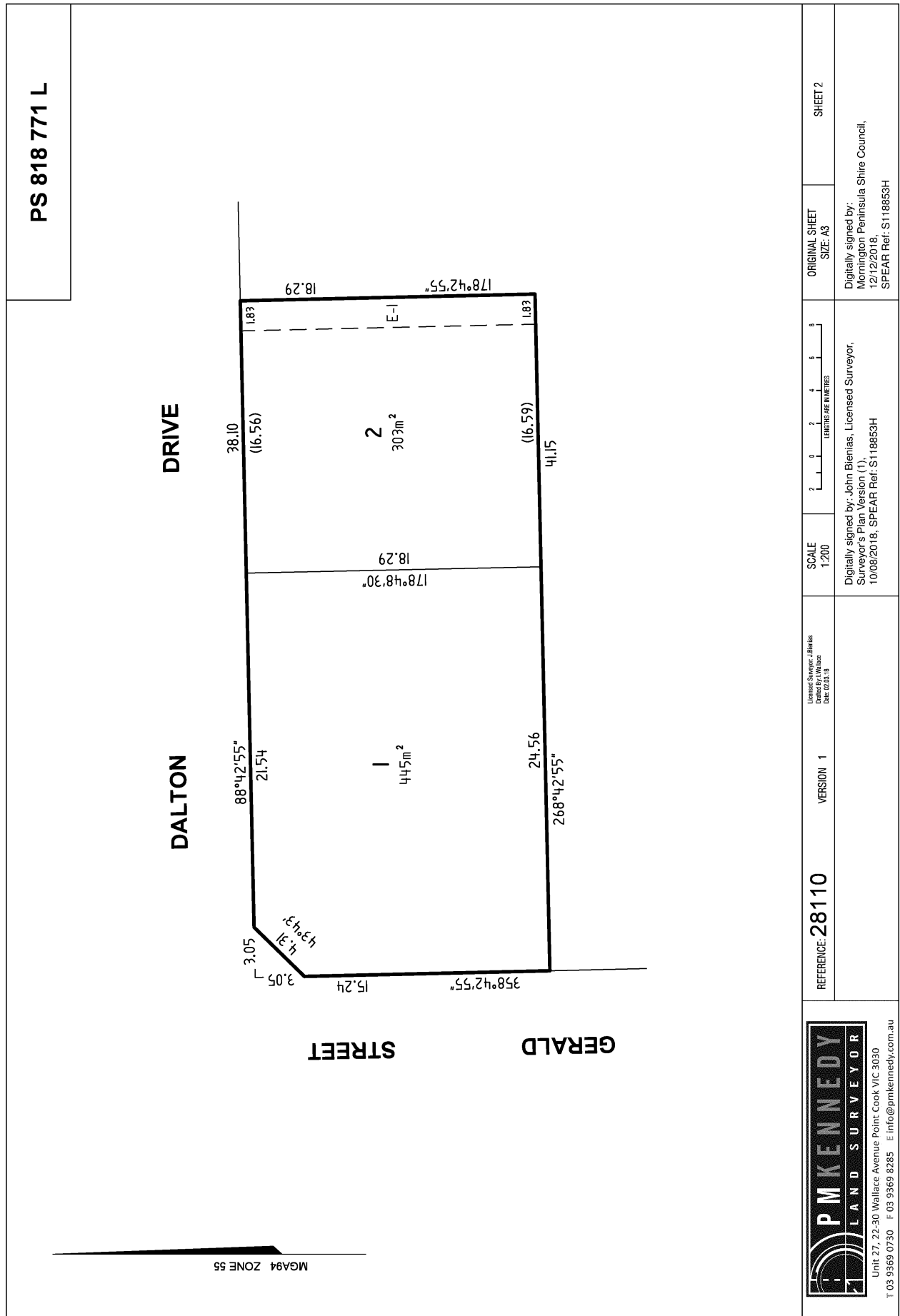
DOCUMENT END

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PLAN OF SUBDIVISION			EDITION 1	PS 818 771 L
LOCATION OF LAND PARISH: TYABB TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 50 (PART) TITLE REFERENCE: VOL. 8909 FOL. 237 LAST PLAN REFERENCE: LOT 51 ON LP 41824 POSTAL ADDRESS: 27 GERALD STREET, (At time of subdivision) TYABB 3913 MGA94 Co-ordinates (Of approx. centre of land in plan) E 341 535 ZONE 55 N 5 764 010			Council Name: Mornington Peninsula Shire Council Council Reference Number: S18/5096 Planning Permit Reference: P18/0682 SPEAR Reference Number: S118853H Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Brooke Richardson for Mornington Peninsula Shire Council on 12/12/2018	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION: Does not apply				
SURVEY This plan is based on survey.				
STAGING This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks Tyabb PM 256 & Tyabb PM 217 In Proclaimed Survey Area No. 17				
EASEMENT INFORMATION				
LEGEND	A - APPURTENANT EASEMENT		E - ENCUMBERING EASEMENT	R - ENCUMBERING EASEMENT (ROAD)
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN.				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	1.83	LP 41824	LOTS ON LP 41824
 Unit 27, 22-30 Wallace Avenue Point Cook VIC 3030 T 03 9369 0730 F 03 9369 8285 E info@pmkennedy.com.au REFERENCE: 28110 VERSION 1 Digitally signed by: John Bienias, Licensed Surveyor, Surveyor's Plan Version (1), 10/08/2018, SPEAR Ref: S118853H Licensed Surveyor: J.Bienias Checked By: L.Wallace Date: 02.05.18 ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 SHEETS				
PLAN REGISTERED TIME: 4.17pm DATE: 30/01/2019 J.Beckingham Assistant Registrar of Titles				



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

Section 181 **Planning and Environment Act 1987**



Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: MYM:LGC:7612848
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 8909 Folio 237

Responsible Authority: Mornington Peninsula Shire Council of 90 Besgrove Street, Rosebud, Victoria

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

A copy of the agreement is attached to this application

Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name:

Ann maree Dicks

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Certifications

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

Executed on behalf of: Mornington Peninsula Shire Council

Signer Name:

Ann Marie Drakos

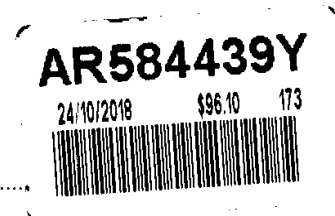
Signer Organisation: MADDOCKS

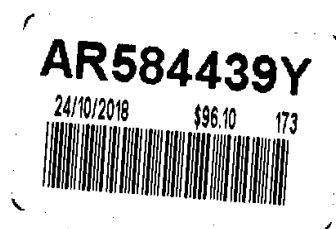
Signer Role: Australian Legal Practitioner

Signature:

Ann Marie Drakos

Execution Date: 24 October 2018





Maddocks

Lawyers
Collins Square, Tower Two
Level 25, 727 Collins Street
Melbourne VIC 3008
Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 27 Gerald Street, Tyabb

Mornington Peninsula Shire Council
and

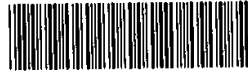
Lillian James

[7612848; 22062460_1]

Interstate offices
Cancerra Sydney
Affiliated offices around the world through the
Advoc network - www.advoc.com

AR584439Y

24/10/2018 \$96.10 173



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 22 OCTOBER 2018

AR584439Y

Parties

Name	Mornington Peninsula Shire Council
Address	90 Besgrove Street, Rosebud, Victoria
Short name	Council

Name	Lillian James
Address	27 Gerald Street, Tyabb, Victoria
Short name	Owner



Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 7 and 8 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

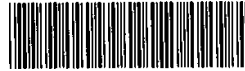
Act means the *Planning and Environment Act 1987*.

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

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

AR584439Y

24/10/2018 \$96.10 173



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- (a) \$317.90 if paid within 12 months from the date that this Agreement commences; or
- (b) \$317.90 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

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

Current Address means:

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

Current Email means:

- (a) for Council, customerservice@mornpen.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Development Permit means planning permit no. P17/0009, as amended from time to time, issued on 2 November 2017, authorising the development of the Subject Land in accordance with plans endorsed by Council.

Drainage Detention means an underground detention system designed to capture on and discharge Stormwater from the Subject Land.

Drainage Plans means plans for the Drainage Detention as submitted to, and approved by, Council in accordance with condition 14 of the Development Permit.

Dwelling has the same meaning as in the Planning Scheme.

Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

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

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



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Planning Permit means planning permit no. P18/0682, as amended from time to time, issued on 12 June 2018, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

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

Stormwater means stormwater derived from a rain event that falls on, flows across, or pools on any surface on the Subject Land, including but not limited to roofs and paved, tiled, asphalt, bitumen or concrete surfaces, garden beds and grass.

Subject Land means the land situated at 27 Gerald Street, Tyabb being the land referred to in certificate of title volume 8909 folio 237 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Transfer Date means the date on which Lillian James cease to be registered or entitled to be registered as the proprietor of an estate in fee simple of:

- (a) the Subject Land;
- (b) any Lot; or
- (c) any other part of the Subject Land.

AR584439Y

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2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

AR584439Y

24/10/2018

\$96.10

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3. Purposes of Agreement

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

- 3.1 give effect to the Planning Permit and the Development Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

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

6. Owner's specific obligations

6.1 Compliance with the Development Permit

Except with Council's prior written consent, the Owner:

- 6.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 6.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

6.2 Expiry of the Development Permit

The Owner's obligations under clause 6.1 continue to apply:

- 6.2.1 regardless of any right conferred by the Planning Scheme;
- 6.2.2 regardless of any subdivision of the Subject Land; and
- 6.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

AR584439Y



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6.3 Drainage Detention

Before the Transfer Date or prior to the occupation of any Lot, whichever comes first, the Owner must ensure that the Drainage Detention is constructed and installed in accordance with the Drainage Plans, to the satisfaction of Council.

7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

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

7.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

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

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for giving consent

If Council makes a request for payment of any Consent Fee under clause 7.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

Maddocks

- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Agreement under s 173 of the Act

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

9. Owner's warranties

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

10. Successors in title

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

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

11. General matters

11.1 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:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

11.3 No waiver

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



AR584439Y

24/10/2018 \$96.10 173



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11.4 Severability

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

11.5 No fettering of Council's powers

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

11.6 Inspection of documents

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

11.7 Governing law

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

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.



Maddocks

Signing Page

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

Signed sealed and delivered

by.....BETH HUGHES.....

On behalf of the Mornington Peninsula Shire Council,
pursuant to an Instrument of Delegation authorised by
Resolution of the Mornington Peninsula Shire Council
in the presence of:



.....
Witness Signature

Rosa Zourovniks

.....
Witness Name

Signed sealed and delivered by Lillian James in the)
presence of: Elaine James)

.....
Witness

Mortgagee's Consent

Australia and New Zealand Banking Group Ltd as Mortgagee under instrument of mortgage no. AL668168Q 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.

.....

Executed by AUSTRALIA AND NEW
ZEALAND BANKING GROUP LIMITED
ABN 11 005 357 522 by being SIGNED
by its Attorney

PETER KOUKAREKIS
Under the Power of Attorney Dated
28/04/2005 a certified copy of which is
filed in the permanent order Book
Number 277 at Page 19 Item 6 in the
presence of:

AUSTRALIA AND NEW ZEALAND
BANKING GROUP LIMITED ABN 11 005
357 522 by its Attorney

[Signature]
Who holds office as employee of the
ANZ for the time being of Australia and
New Zealand Banking Group Ltd in Victoria

conceded Quorho

FORM 16

Building Act 1993
Building Regulations 2018
Regulation 192

OCCUPANCY PERMIT - 2748420180894/0

PROPERTY DETAILS

LOT: 51
NUMBER: 27 (Unit 2)
STREET/ROAD: Gerald Street
CITY: Tyabb
POSTCODE: 3913
LP/PS: LP41824
VOLUME: 08909
FOLIO: 237
MUNICIPAL DISTRICT: Shire of Mornington Peninsula

BUILDING PERMIT DETAILS

BUILDING PERMIT NUMBER: 2748420180894/0
VERSION OF BCA APPLICABLE TO BUILDING PERMIT: 2016

BUILDING DETAILS

BUILDING TO WHICH PERMIT APPLIES: unit 2, double storey dwelling and garage
PERMITTED USE: Domestic
BCA CLASS OF BUILDING: 1a, 10a
MAXIMUM PERMISSIBLE FLOOR LIVE LOAD: 1.5
STOREYS CONTAINED: 2

REPORTING AUTHORITIES

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

Reporting authority	Matter reported on or consented to	Regulation number
Council	Building over an easement	reg. 130(1)

CONDITIONS TO WHICH THIS PERMIT IS SUBJECT

Occupation is subject to the following conditions:

SUITABILITY FOR OCCUPATION

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

RELEVANT BUILDING SURVEYOR

NAME: Group Four Building Surveyors Pty Ltd
ACN: 158 953 425
ADDRESS: Level 4, 10 Nexus Court, Mulgrave VIC 3170
EMAIL: enquiries@groupfour.com.au
BUILDING PRACTITIONER REGISTRATION NUMBER: CBS-U 58099
OCCUPANCY PERMIT NUMBER: 2748420180894/0
DATE OF ISSUE: 25 October 2019
DATE OF FINAL INSPECTION: 25 October 2019

David M. Hain

**OCCUPANCY
PERMIT**

Form 16 Building Act 1993
Building Regulations 2018
Regulation 192

Domestic Building Insurance

Certificate of Insurance

Lillian James, Elaine James

**27 Gerald St
TYABB
VIC 3913**

Policy Number:

C378197

Policy Inception Date:

23/07/2018

Builder Account Number:

007472

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

Policy Schedule Details

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

At the property: **27 Gerald St TYABB VIC 3913 Australia**

Carried out by the builder: **BURBANK AUSTRALIA PTY LTD**

Builder ACN: **007099872**



If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Lillian James, Elaine James**

Pursuant to a domestic building contract dated: **25/06/2018**

For the contract price of: **\$ 354,072.00**

Type of Cover: **Cover is only provided if BURBANK AUSTRALIA PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

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

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

Period of Cover

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

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

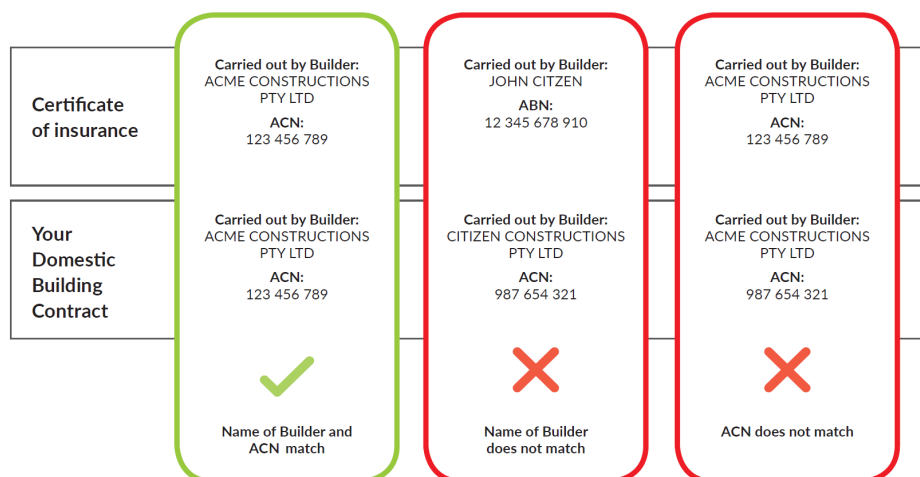
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$735.00
GST:	\$73.50
Stamp Duty:	\$80.85
Total:	\$889.35

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for



Janice Cocard
E-mail: spc05@bigpond.net.au

Statement for property:
LOT 2 1B DALTON DRIVE TYABB 3913
2 PS 818771

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03B//01961/00047	James	30 APRIL 2021	38758552

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2020 to 30/06/2021	\$79.02
Melbourne Water Corporation Total Service Charges	01/04/2021 to 30/06/2021	\$26.08

(b) By South East Water

Water Service Charge	01/04/2021 to 30/06/2021	\$25.53
Sewerage Service Charge	01/04/2021 to 30/06/2021	\$93.02
Subtotal Service Charges		\$223.65
Payments		\$79.02
TOTAL UNPAID BALANCE		\$144.63

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

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

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

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

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

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

3. Disclaimer

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

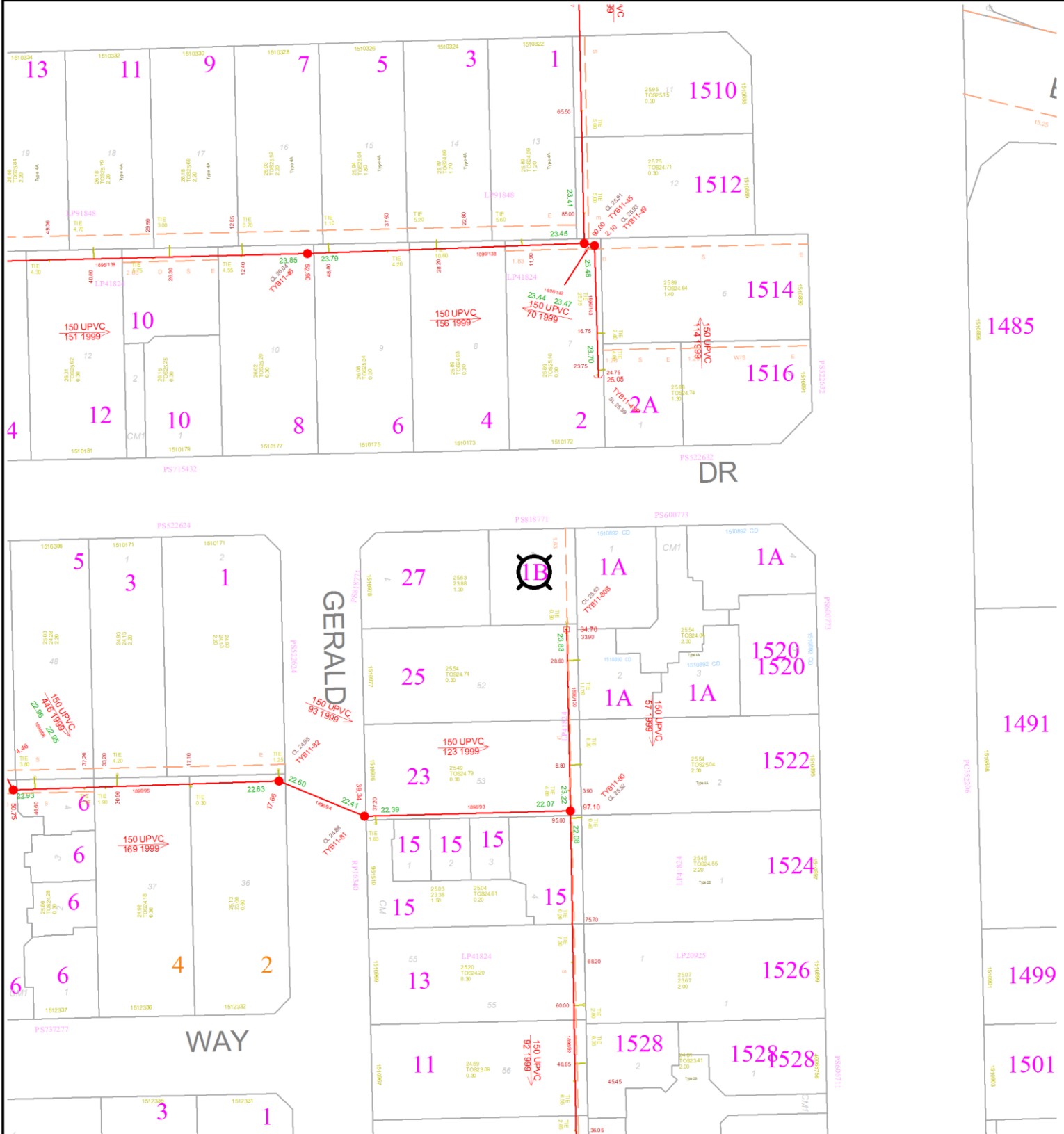
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Mikala'.

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

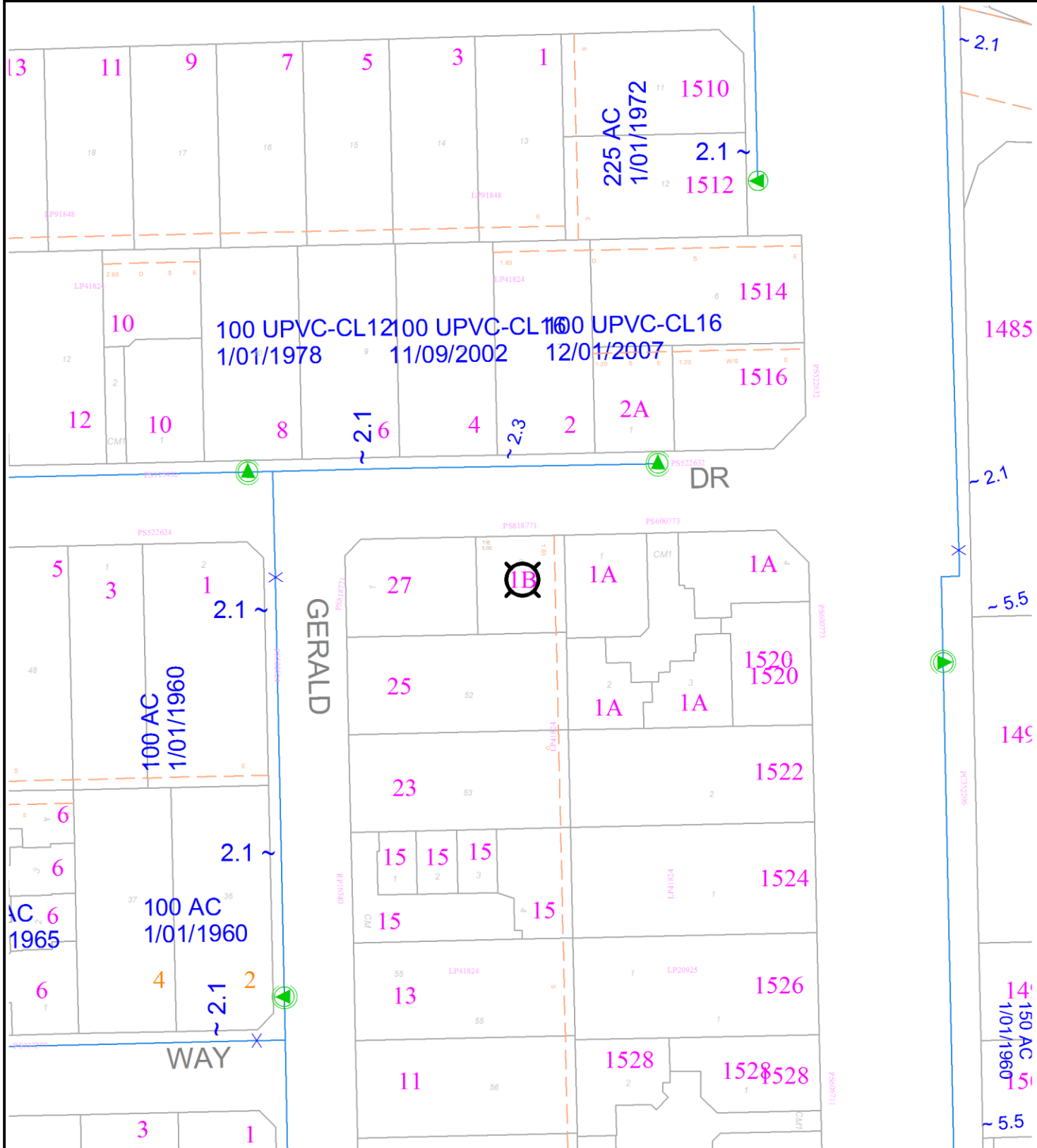
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



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

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary

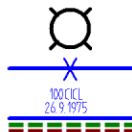
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



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

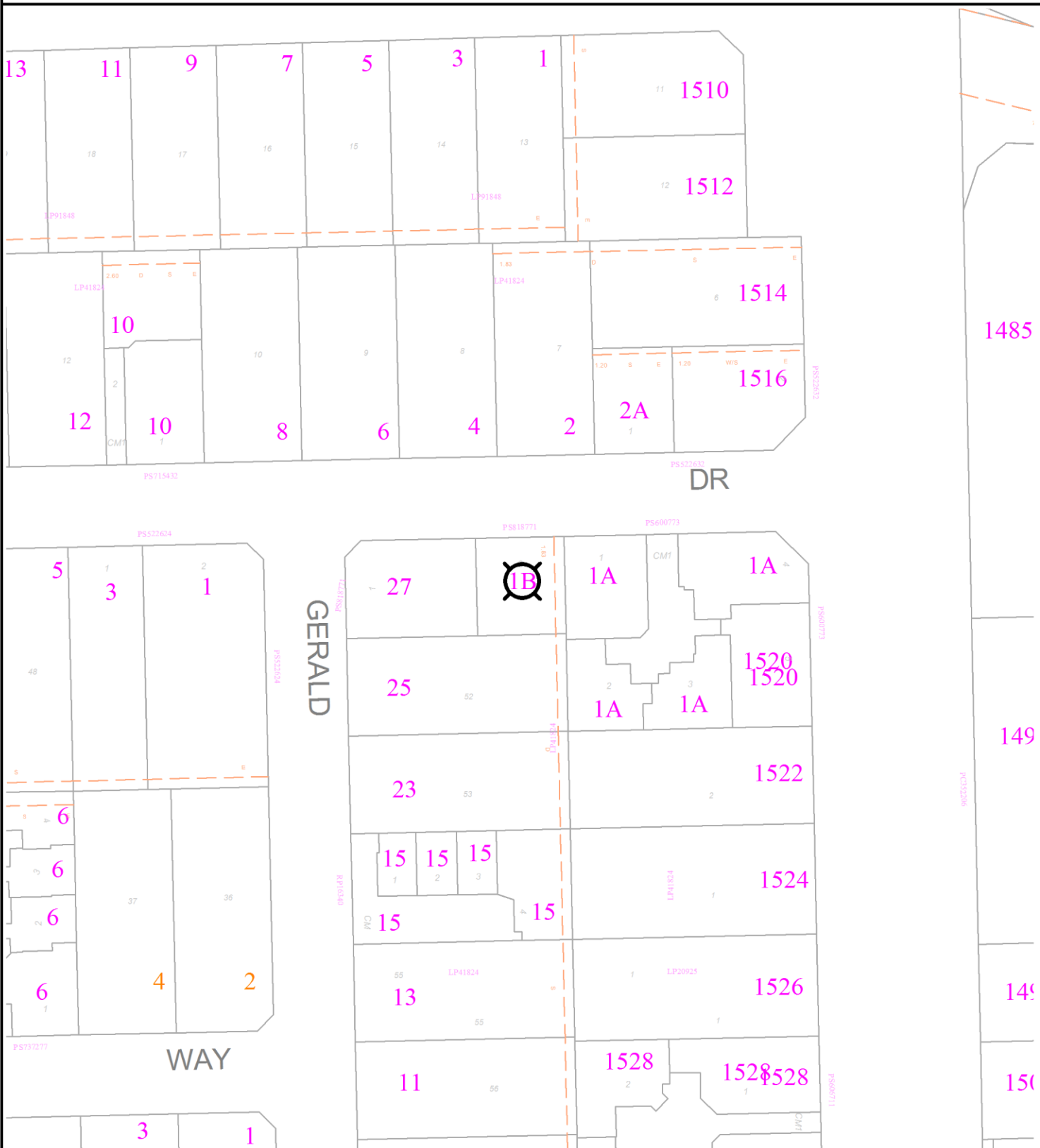
LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary



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

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



Offset from Boundary

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 30 April 2021 10:02 AM

PROPERTY DETAILS

Address: **1B DALTON DRIVE TYABB 3913**
Lot and Plan Number: **Lot 2 PS818771**
Standard Parcel Identifier (SPI): **2\PS818771**
Local Government Area (Council): **MORNINGTON PENINSULA**
Council Property Number: **147708**
Planning Scheme: **Mornington Peninsula**
Directory Reference: **Melway 148 H9**

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**

[View location in VicPlan](#)

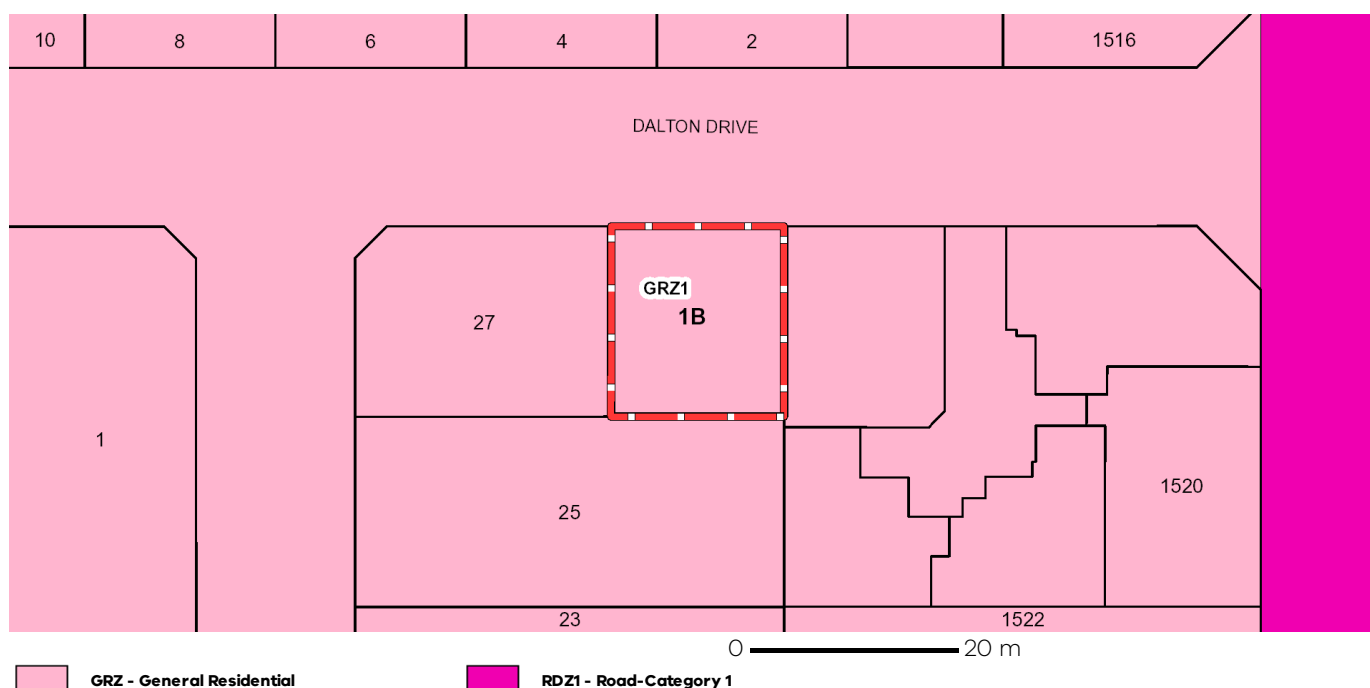
STATE ELECTORATES

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

Planning Zones

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

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



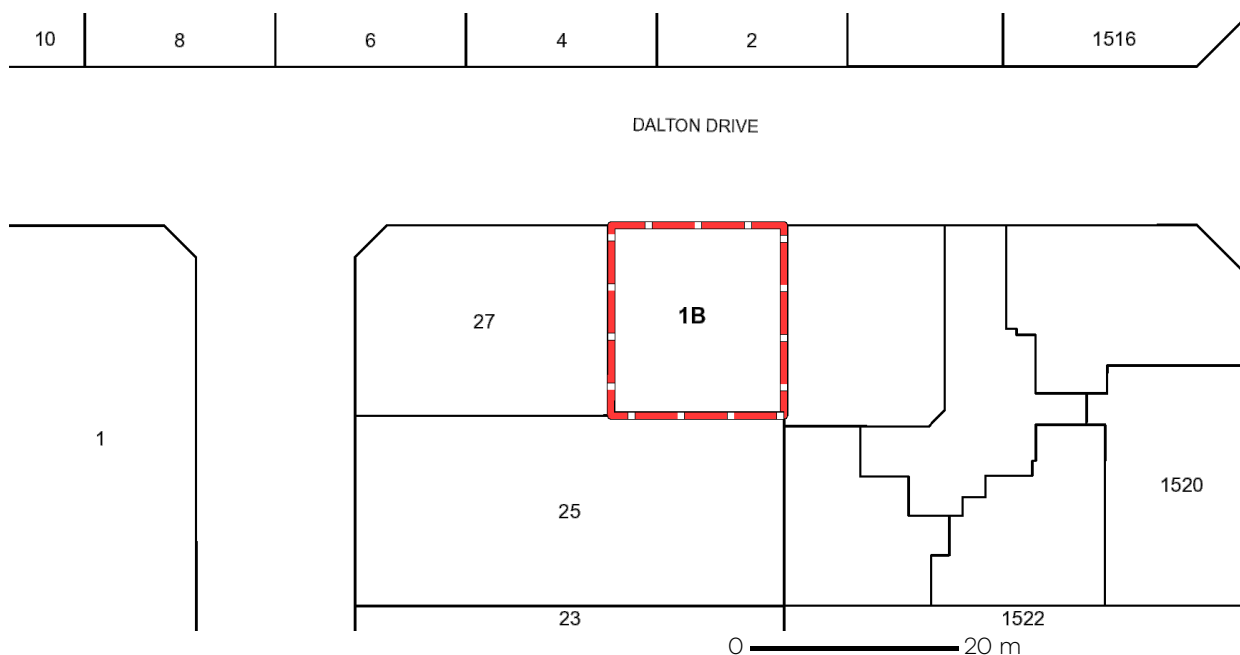
GRZ - General Residential

RDZ1 - Road-Category 1

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

Planning Overlays

No planning overlay found



Further Planning Information

Planning scheme data last updated on 22 April 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>

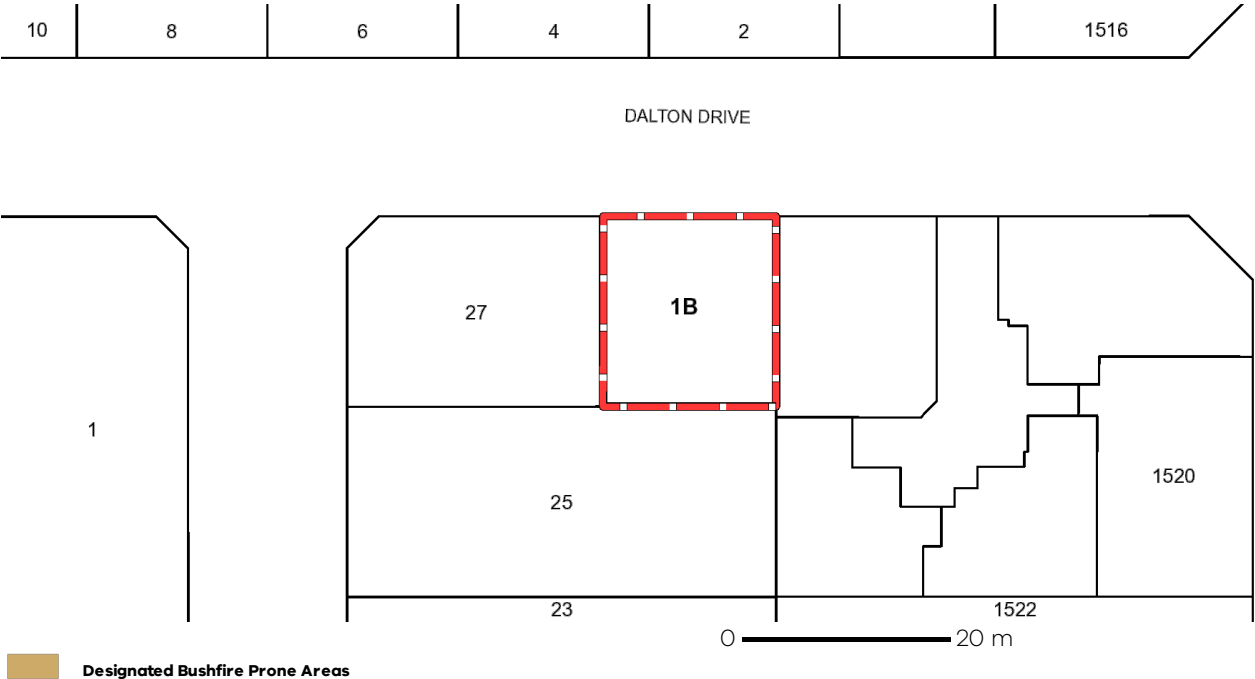
For details of surrounding properties, use this service to get the Reports for properties of interest.

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 not in a designated bushfire prone area.
No 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>