

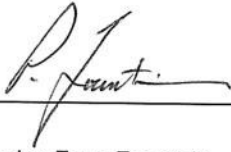

# Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

<b>Land</b>	36 CLIFTON TERRACE, BAIRNSDALE VIC 3875
-------------	---

Vendor's name	Peter Roland Fountain	Date	8/8/24
Vendor's signature	 _____		
Vendor's name	Carolyn Faye Fountain	Date	8/8/24
Vendor's signature	 _____		

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

## 1. FINANCIAL MATTERS

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

(a)  Their amounts are:

Authority	Amount	Interest (if any)
(1) East Gippsland Shire	\$4,468.54	
(2) East Gippsland Water	\$971.95	

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

Not Applicable

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

### 1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 117
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

### 2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:  
Not Applicable

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

The required specified information is as follows:

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

## 4. NOTICES

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

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

Are as follows  
None to the best of the Vendors Knowledge

### 4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

None to the best of the Vendors Knowledge

### 4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

None to the best of the Vendors Knowledge

## 5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable

## 6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

## 8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input type="checkbox"/>
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## 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

### **13. ATTACHMENTS**

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

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

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

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# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## **Planning controls**

### **Can you change how the property is used, or the buildings on it?**

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### **Are there any proposed or granted planning permits?**

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## **Safety**

### **Is the building safe to live in?**

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

## **Building permits**

### **Have any buildings or retaining walls on the property been altered, or do you plan to alter them?**

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### **Are any recent building or renovation works covered by insurance?**

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

## **Utilities and essential services**

### **Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?**

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## **Buyers' rights**

### **Do you know your rights when buying a property?**

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.



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

VOLUME 10207 FOLIO 368

Security no : 124117263648R  
Produced 08/08/2024 09:33 AM

**LAND DESCRIPTION**

Lot 12 on Plan of Subdivision 333638Q.  
PARENT TITLE Volume 10144 Folio 905  
Created by instrument PS333638Q 19/12/1994

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
CAROLYN FAYE FOUNTAIN  
PETER ROLAND FOUNTAIN both of 36 CLIFTON TERRACE WY YUNG VIC 3875  
AW121518V 03/10/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT U295673C 05/07/1996  
Expiry Date 31/12/2038

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  
N652047T 18/08/1988

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987  
T459273V 12/12/1994

**DIAGRAM LOCATION**

SEE PS333638Q 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: 36 CLIFTON TERRACE WY YUNG VIC 3875

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 22692Q EASTCOAST CONVEYANCING  
Effective from 03/10/2022

DOCUMENT END





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Document Type	<b>Plan</b>
Document Identification	<b>PS333638Q</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>08/08/2024 09:33</b>

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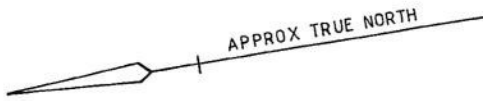
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<b>PLAN OF SUBDIVISION</b>		STAGE No. <hr/>	LTO USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS 333638Q</b>
<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p>PARISH: WY YUNG</p> <p>TOWNSHIP: LUCKNOW</p> <p>SECTION: —</p> <p>CROWN ALLOTMENT: PART OF 35A &amp; 35B</p> <p>CROWN PORTION: —</p> <p>LTO BASE RECORD: PARISH-3 (3925)</p> <p>TITLE REFERENCES: Vol 10144 Fol 905</p> <p>LAST PLAN REFERENCE/S: PS 328990 E LOT 21</p> <p>POSTAL ADDRESS: EASTWOOD ROAD, (At time of subdivision) LUCKNOW, 3875</p> <p>AMG Co-ordinates E 555 000 ZONE: 55 (of approx centre of land N 5816 300 in plan)</p>		<p style="text-align: center;"><b>COUNCIL CERTIFICATION AND ENDORSEMENT</b></p> <p>COUNCIL NAME: SHIRE OF BAIRNSDALE REF: 77-92-0127</p> <p>1. This plan is certified under Section 6 of the Subdivision Act 1988.</p> <p><del>2. This plan is certified under Section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under Section 6: / /</del></p> <p><del>3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</del></p> <p>OPEN SPACE</p> <p>(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/had not been made.</p> <p><del>(ii) The requirement has been satisfied.</del></p> <p>(iii) The requirement is to be satisfied in Stage .....</p> <p>Council Delegate Council Seal Date 20 / 6 / 94</p> <p>Re-certified under Section 11(7) of the Subdivision Act 1988.</p> <p>Council Delegate Council Seal Date / /</p>		
<b>VESTING OF ROADS AND/OR RESERVES</b>				
IDENTIFIER	COUNCIL/BODY/PERSON			
RI ROAD	SHIRE OF BAIRNSDALE			
<b>NOTATIONS</b>				
STAGING This is/ is not a staged subdivision. Planning permit No. 77-92-0127				
DEPTH LIMITATION DOES NOT APPLY				
LOT NUMBERS 1 & 18 TO 20 HAVE BEEN OMITTED FROM THIS PLAN				
SURVEY THIS PLAN IS/IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) IN PROCLAIMED SURVEY AREA No.				
<b>EASEMENT INFORMATION</b>				<b>LTO USE ONLY</b>
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
				RECEIVED <input checked="" type="checkbox"/>
				DATE 13 / 12 / 94
				<b>LTO USE ONLY</b>
				PLAN REGISTERED
				TIME 11.10
				DATE 19 / 12 / 94
				<i>[Signature]</i> Assistant Registrar of Titles
				SHEET 1 OF 4 SHEETS
<p><b>CROWTHER &amp; SADLER PTY. LTD.</b></p> <p>Licensed Surveyors and Town Planners 152 Macleod Street, P.O. Box 722, BAIRNSDALE, 3875. Phone (051) 52 5011</p>		<p>LICENSED SURVEYOR (PRINT) MICHAEL JOSEPH SADLER</p> <p>SIGNATURE ..... DATE 16 / 6 / 94</p> <p>REF 7638 VERSION</p>		<p>DATE 20 / 6 / 94</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>ORIGINAL SHEET SIZE A3</p>

PLAN NUMBER  
**PS 333638Q**

STAGE No.

**PLAN OF SUBDIVISION**

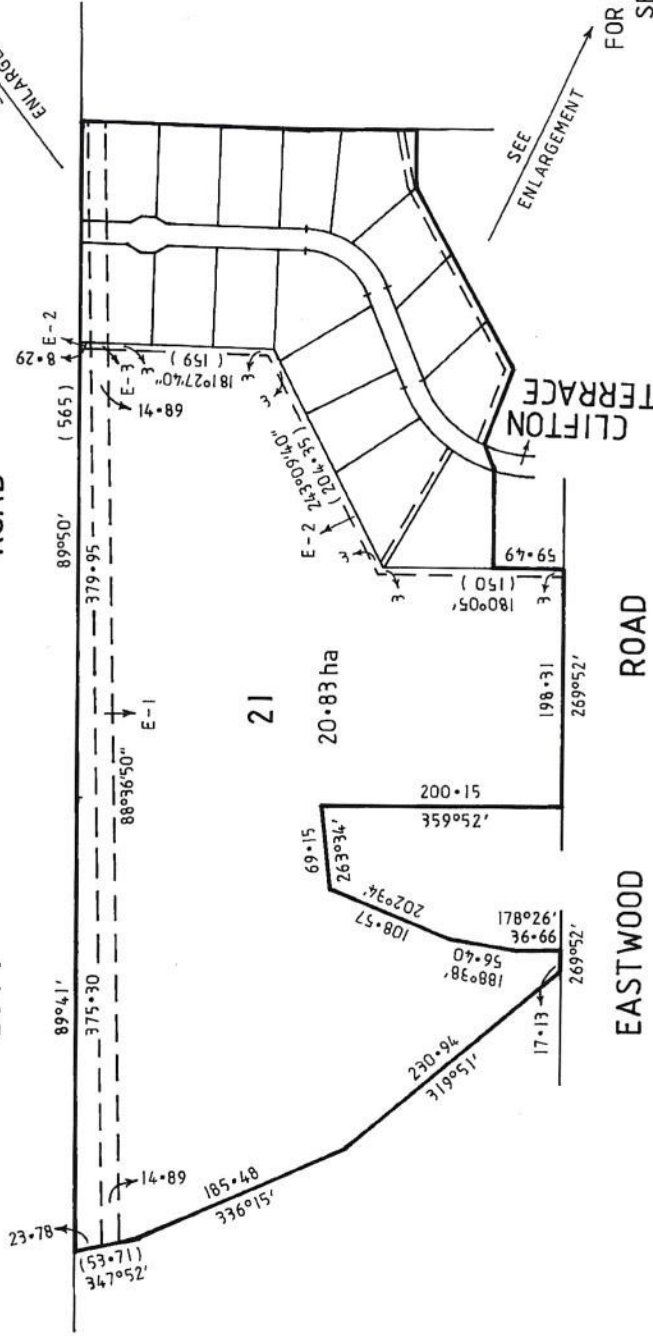


FOR ENLARGEMENT  
SEE SHEET 4

SEE  
ENLARGEMENT

**ROAD**

**GOVT**



**CLIFTON TERRACE**

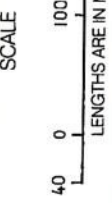
**ROAD**

**EAST WOOD**

FOR ENLARGEMENT  
SEE SHEET 3

SEE  
ENLARGEMENT

**CROWTHER & SADLER PTY. LTD.**  
Licensed Surveyors and Town Planners  
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REF 7638

SHEET 2 OF 4 SHEETS  
DATE 20 / 6 / 94  
COUNCIL DELEGATE SIGNATURE

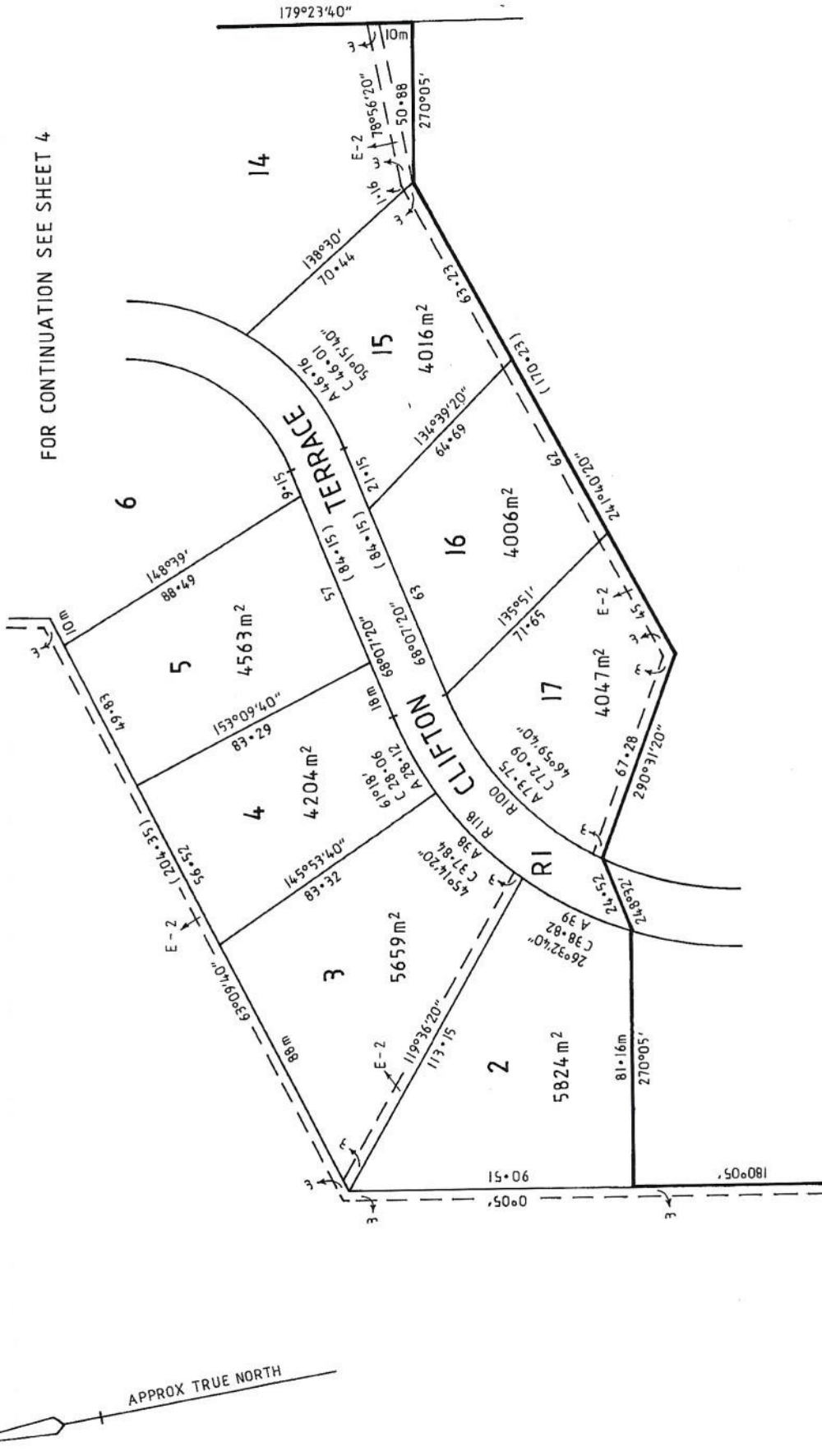
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**PLAN OF SUBDIVISION**

STAGE No. /

PLAN NUMBER  
**PS 333638Q**

FOR CONTINUATION SEE SHEET 4



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	<p>PS04</p>			

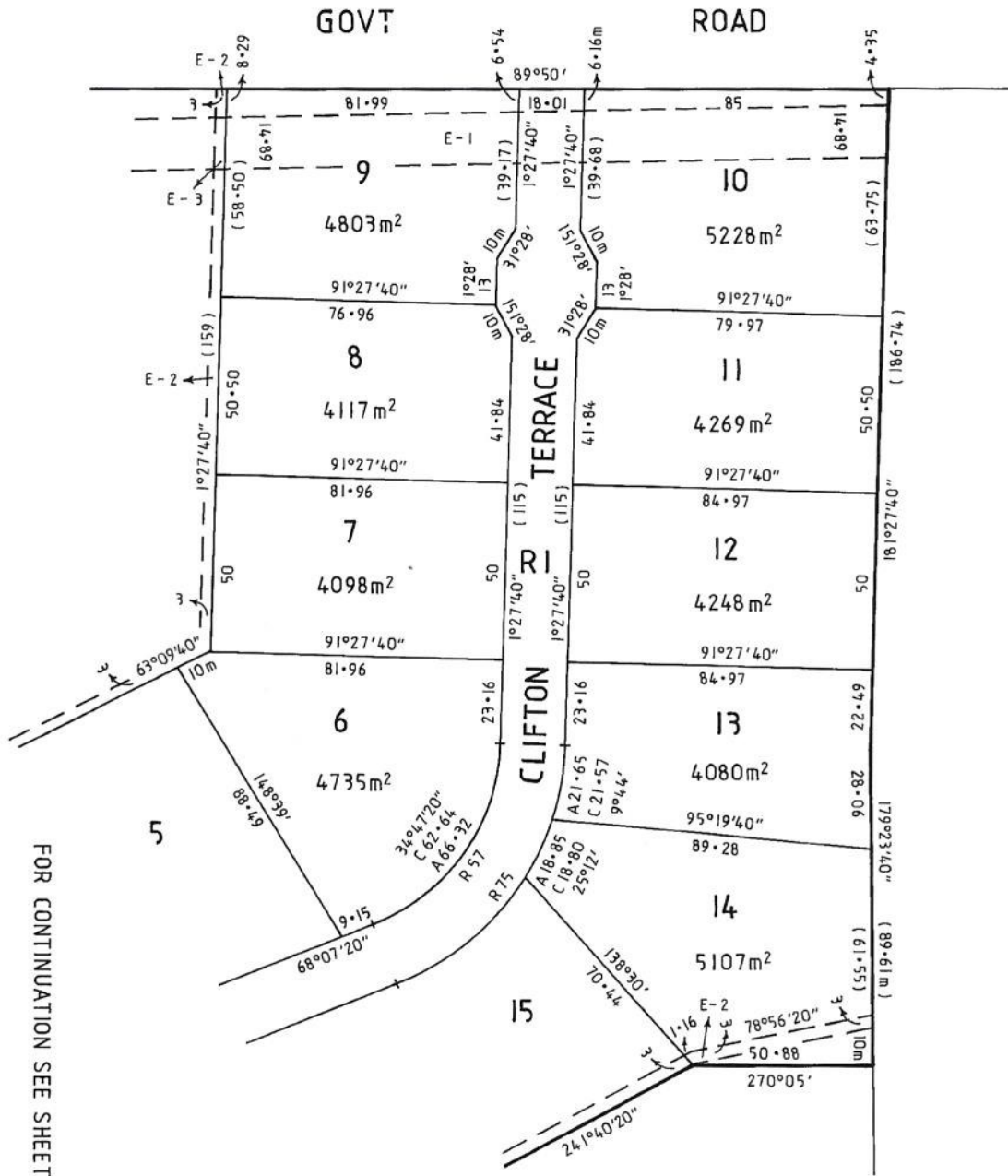
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STAGE No.

PLAN NUMBER

**PS 333638Q**

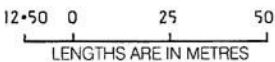
APPROX TRUE NORTH



FOR CONTINUATION SEE SHEET 3

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Licensed Surveyors and Town Planners  
 152 Macleod Street, P.O. Box 722,  
 BAIRNSDALE, 3875. Phone (051) 52 5011

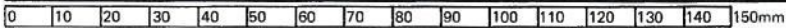


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SHEET 4 OF 4 SHEETS

DATE 20 / 6 / 94  
 COUNCIL DELEGATE SIGNATURE





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Document Assembled	<b>08/08/2024 09:54</b>

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# VICTORIAN LAND TITLES OFFICE

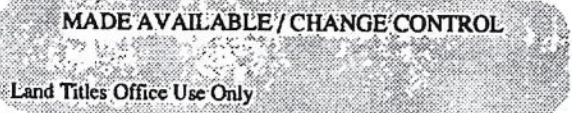
## Transfer of Land <sup>Containing a</sup> **Covenant and/or Easement** Section 45 Transfer of Land Act 1958

Lodged at the Land Titles Office by:

Name: ENGEL & PARTNERS PTY

Phone: (051) 52 6177

Ref: RG. Customer Code 0392C



The Transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easement created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easement reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land (Title)

Certificate of Title Volume 10207 Folio 368

Estate and Interest (e.g. "all my estate in fee simple")

all our estate and interest in fee simple

Consideration

FIFTY TWO THOUSAND TWO HUNDRED DOLLARS (\$52,200.00)

Transferor (Full name)

BERNARD ALFRED MARTIN AND JOAN MARTIN

Transferee (Full name and address for future notices including postcode)

FRANZ STEPHAN STRINI and MARY LISA STRINI  
both of 50 Woodward Street, Wy Yung 3875 as joint proprietors

Directing Party (Full name)

Creation and/or Reservation of Easement and/or Covenant

For the purpose of better preserving the amenity of the land contained in the Plan of Subdivision and controlling the development thereof the Purchasers agree that the land is purchased subject to a restrictive covenant in the terms set out below and that the transfer of the land hereby sold and all other transfer of land to be given by the Vendor in respect of any Lot on the said Plan of Subdivision shall contain a covenant to the like effect and be noted upon and appear as an encumbrance on the Certificate of Title to the land sold. This covenant to which the Purchasers hereby agree and which shall be as follows:- AND the Transferees with the intent that the benefit of this covenant shall be attached to and run at law and in equity with the whole of the land comprised in Plan of Subdivision number 333638Q (other than the land hereby transferred) and each and every part thereof until the 31st December, 2038 and that the burden of this covenant will be annexed to and run at law and in equity with the land hereby transferred and each and every part thereof until the 31st December, 2038 and be set out as an encumbrance at the foot of the Certificate of Title to be issued

(see reverse)

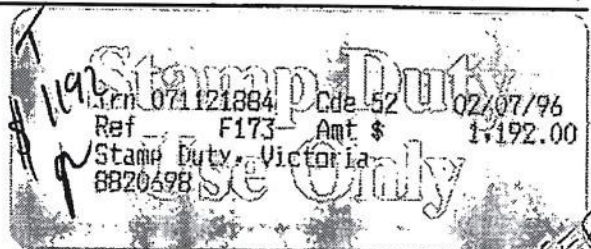
Land Titles Office Use Only

# T2



Licence No. 2926L

12/7/96



ASEP

**ORDER TO REGISTER**

**To the Registrar of Titles**

Please register this dealing and upon completion issue the documents as follows :-

Signed.....

Firm's Name.....

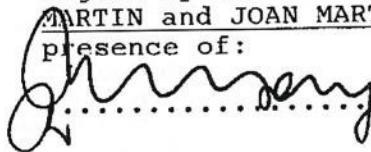
Customer code.....

Creation and/or Reservation of Easement and/or Covenant (continuation if necessary)

Dated: 3 / 5 / 19 96

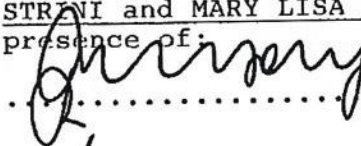
Execution and Attestation

Signed by the said BERNARD ALFRED MARTIN and JOAN MARTIN in the presence of:

.....(WITNESS)

) Joan Martin :  
) Bernard Martin  
) .....

Signed by the said FRANZ STEPHAN STRINI and MARY LISA STRINI in the presence of:

.....(WITNESS)

) Franz Stephan Strini  
) Mary Lisa Strini  
) .....

See Annexure Sheet marked.....



# VICTORIAN LAND TITLES OFFICE

## Annexure Sheet

See notes  
on reverse

This is the annexure marked ..... referred to in instrument of .....  
dated 3.5.96 between

Signatures of parties



### Panel Heading

pursuant to this Transfer HEREBY for themselves their respective heirs executors administrators and transferees COVENANTS with the said BERNARD ALFRED MARTIN and JOAN MARTIN their successors and transferees and other the registered proprietor or proprietors for the time being of the whole of the land comprised in the said Plan of Subdivision and each and every part thereof (other than the land hereby transferred) that he the transferee will not prior to the 31st December, 2038:-

- (a) Erect, place permit licence or authorise on the said lot more than one main building being a dwelling house together with the usual outbuildings, such main building containing a floor area of not less than 130 square metres within the outer walls thereof calculated by excluding the area of any carport, garage terrace, pergola or verandah built only of new materials save for second hand bricks and having an external wall area of at least sixty per cent brick, brick veneer, masonry, stone glass, western red cedar or treated pine and having a roof of slate, clay tile, cement tile or colourbonded material.
- (b) Erect, place, permit, licence or authorise on the said lot any outbuildings built with other than new materials of the same type as described above other than bricks as aforesaid unless such materials are painted with two coats of first quality paint in brown or green tonings.
- (c) Extract or remove or permit the extraction or removal of any soil, gravel or other earth material from the said land except for the purpose of excavating for the foundations of the building, swimming pool or garden landscaping.
- (d) Use or permit the use of the said land or any building thereon for the purpose of commercial breeding, boarding or training kennels for cats, dogs or to keep poultry in excess of twenty birds or for pig farming.
- (e) Use or permit the use of the said land for any offensive or noxious purpose.

Land Titles Office Use Only

# A1



Licence No. 2926L

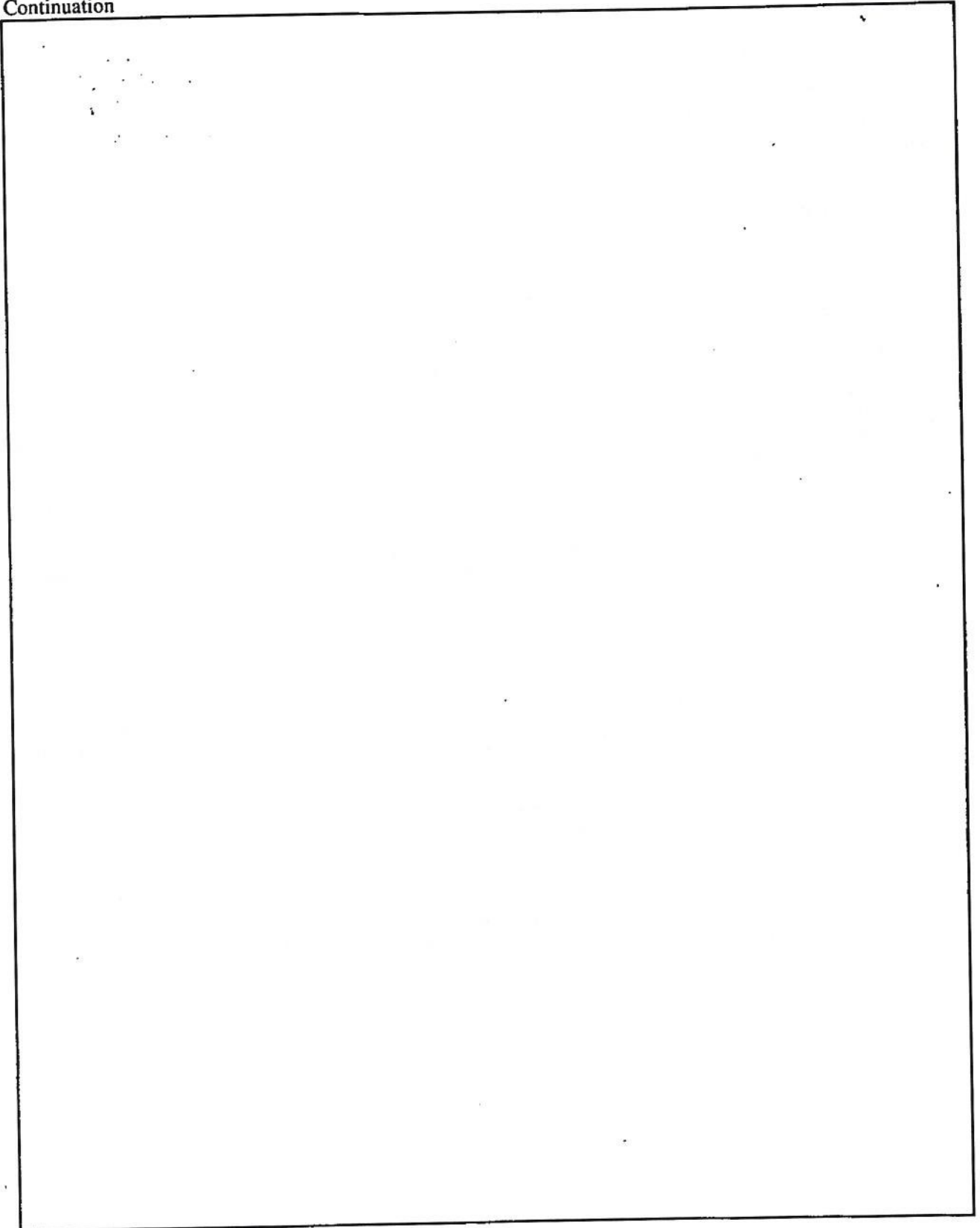
### U295673C

050796 1009 45 52



erse)

**Continuation**



**NOTES**

1. If there is insufficient space to accommodate the required information in a panel, or on the reverse of the parent instrument insert the words "See Annexure A" (or as the case may be) and enter all the information on the annexure sheet under the appropriate panel heading.
2. If multiple copies of the instrument are lodged, original annexure sheets must be attached to each. Annexure sheet(s) attached to the original must be typed or legibly written in ink. The use of self correcting typewriter ribbon or correction fluid is not permitted. Text contained in annexure sheet(s) attached to the duplicate may be a copy of the original. The signature of all parties must be in ink on both the original and any copy.
3. The annexure sheet must be properly identified, signed by the parties to the instrument to which it is annexed and securely attached thereto.



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>T459273V</b>
Number of Pages (excluding this cover sheet)	<b>10</b>
Document Assembled	<b>08/08/2024 09:54</b>

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\$63.

PLANNING AND ENVI

101207 2015 173 489 T459273V

BY LETTER

Form 9.1

Lodged by ENGEL & PARTNERS PTY  
Code 0392C

Titles Office Use Only  
T459273V

VICTORIA

APPLICATION BY A RESPONSIBLE  
AUTHORITY under Section 181  
Planning and Environment Act 1987  
for ENTRY OF A MEMORANDUM OF  
AGREEMENT under Section 173 of the  
Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND Certificate of Title Volume ~~10144 Folio 905~~  
Vol. 10207 Fol 358 to 373 Vol. 10207 Fol 979

ADDRESS OF THE LAND Eastwood Road, Wy Yung.

AMENDED  
14 FEB 1995  
[Signature]

RESPONSIBLE AUTHORITY Shire of Bairnsdale  
McCulloch Street Bairnsdale

PLANNING SCHEME Bairnsdale Shire Planning Scheme

AGREEMENT DATE 4<sup>th</sup> November 1994  
AGREEMENT WITH BERNARD ALFRED MARTIN and JOAN MARTIN  
Clifton Park, Eastwood Road, Wy Yung.

*P* 3/2/95 A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority..... [Signature]  
Name of Officer..... S. C. Deam  
Date..... 4/11/94

LDE 19/11/95

ASEP

**Westpac Banking Corporation**

ARBN 007 457 141

the Mortgage under Mortgage

No. PD47693K HEREBY

CONSENTS to the within

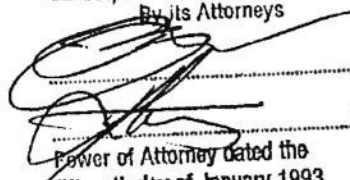
Section 173 Agreement

Dated this 1<sup>st</sup> day of Dec 1994

B.A. & J. MARTIN

**Westpac Banking Corporation**

By its Attorneys



**LUCIANO JOSEPHI COLANGELO**

*KEVIN P. CRONIN* MANAGER LEGAL  
*MAAAR*

Power of Attorney dated the  
fifteenth day of January 1993  
a copy of which is filed in the  
Permanent Order Book No. 277  
Page 5

**Westpac Banking Corporation**

---

APPLICATION BY RESPONSIBLE  
AUTHORITY UNDER SECTION 181  
PLANNING AND ENVIRONMENT ACT  
1987

---

ORDER TO REGISTER

To the Register of Titles

Please register this dealing and  
Upon completion issue the documents  
as follows: Westpac Banking Corporation

signed  .....

Firms Name Westpac Banking Corporation .....

MESSRS ENGEL & PARTNERS PTY  
Solicitors  
109 Main Street  
BAIRNSDALE 3875  
Telephone No. 051 52 6177  
W:\DI\MARTIN.181

THIS AGREEMENT is made the fourth day of November 1994  
BETWEEN THE PRESIDENT COUNCILLORS AND RATEPAYERS OF THE SHIRE  
OF BAIRNSDALE ("the Council") of the first part and BERNARD  
ALFRED MARTIN and JOAN MARTIN both of Clifton Park, Eastwood  
Road, Wy Yung ("the Owners") of the second part and WESTPAC  
BANKING CORPORATION ("the Mortgagee") of the third part  
WHEREAS the Council has granted Planning Permit No 77-92-0127  
dated the 20th January, 1993 ("the Permit") for the purpose of  
subdividing the land in Certificate of Title Volume 10144  
Folio 905 subject to the various conditions therein contained  
including a condition as follows:-

"11. Surface and underground stormwater drainage to  
cater for discharge from within and without the  
subdivision is to be provided to approved points of  
discharge to the satisfaction of the Responsible  
Authority."

AND WHEREAS the Council and the Owners have mutually agreed  
that to give effect to the foregoing condition they will enter  
into this Agreement upon the terms and conditions hereinafter  
contained

AND WHEREAS the Council and the Owners have mutually agreed  
that without restricting or limiting their respective powers  
to enter into this Agreement and insofar as it can be so  
treated this Agreement shall be treated as being an agreement  
under Section 173(1) of the Planning & Environment Act 1987

AND -WHEREAS the Mortgagee is the mortgagee under Mortgage No.  
P047693K

NOW THIS AGREEMENT WITNESSES as follows:-

1. In this Agreement unless inconsistent with the context or  
subject matter -

"Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple in the land described in the First Schedule hereto ("the subject land")

2. The Owners with the intent that their covenant hereunder shall run with the subject land hereby covenant and agree

(a) that they the Owners will allow the flow of sheet drainage water from Lots 2 to 9 (both inclusive) and 13 to 17 (both inclusive) on Plan of Subdivision No. PS 333638Q as well as run-off water from Clifton Terrace over the subject land for as long as there is no open or underground drain constructed in the easement marked E-2 and E-3 on the subject land;

(b) that when an open or underground drain is constructed in the aforesaid easement they the Owners will allow the conduct of water therefrom by open drain on the subject land to the natural watercourse on the subject land.

3. The Owner agrees to do all things necessary to enable the Council to enter a memorandum of this Agreement on the Certificate of Title to the subject land in accordance with Section 181 of the Act including signing any further agreement acknowledgement or document to enable the said memorandum to be registered under that Section.

4. The Owner covenants and agrees to pay the Council's costs of and incidental to the preparation and execution of this Agreement and to attend to the registration of a memorandum of the Agreement at the office of Titles

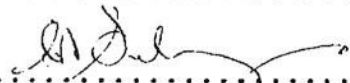
pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the memorandum at the Office of Titles.

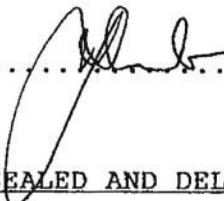
5. The Mortgagee consents to the Owner entering into this Agreement.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.


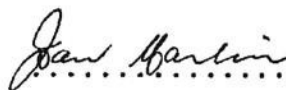
THE CORPORATE SEAL of THE PRESIDENT )  
 )  
COUNCILLORS AND RATEPAYERS OF THE )  
 )  
SHIRE OF BAIRNSDALE was hereunto )  
 )  
affixed in the presence of: )

 .....(President)

 .....(Councillor)

 .....(Shire Secretary)

SIGNED SEALED AND DELIVERED by the )  
 )  
said BERNARD ALFRED MARTIN and )  
 )  
JOAN MARTIN in the presence of: )

 .....  
 .....

 .....(witness)

THE SCHEDULE HEREINBEFORE REFERRED TO

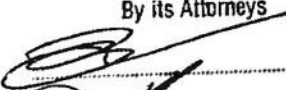
Lot 21 on Plan of Subdivision PS 333638Q Parish of Wy Yung

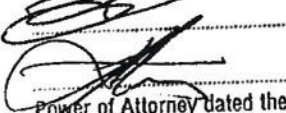


Westpac Banking Corporation  
ARBN 007 457 141  
the Mortgagee under Mortgage

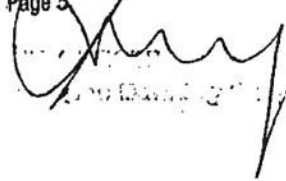
in PO41693K HEREBY  
CONSENTS to the within  
Section 13 Agreement  
Dated this 15 day of Dec 19 94

Westpac Banking Corporation  
By its Attorneys

  
LUCIANO JOSEPH COLANGELO

  
KENNETH GEORGE SMITH  
ATTORNEY  
MANAGER LEGAL

Power of Attorney dated the  
fifteenth day of January 1993  
a copy of which is filed in the  
Permanent Order Book No. 277  
Page 5

  
Westpac Banking Corporation

THIS AGREEMENT is made the *fourth* day of *November* 1994  
BETWEEN THE PRESIDENT COUNCILLORS AND RATEPAYERS OF THE SHIRE  
OF BAIRNSDALE ("the Council") of the first part and BERNARD  
ALFRED MARTIN and JOAN MARTIN both of Clifton Park, Eastwood  
Road, Wy Yung ("the Owners") of the second part and WESTPAC  
BANKING CORPORATION ("the Mortgagee") of the third part

WHEREAS the Council has granted Planning Permit No 77-92-0127  
dated the 20th January, 1993 ("the Permit") for the purpose of  
subdividing the land in Certificate of Title Volume 10144  
Folio 905 subject to the various conditions therein contained  
including a condition as follows:-

"11. Surface and underground stormwater drainage to  
cater for discharge from within and without the  
subdivision is to be provided to approved points of  
discharge to the satisfaction of the Responsible  
Authority."

AND WHEREAS the Council and the Owners have mutually agreed  
that to give effect to the foregoing condition they will enter  
into this Agreement upon the terms and conditions hereinafter  
contained

AND WHEREAS the Council and the Owners have mutually agreed  
that without restricting or limiting their respective powers  
to enter into this Agreement and insofar as it can be so  
treated this Agreement shall be treated as being an agreement  
under Section 173(1) of the Planning & Environment Act 1987

AND WHEREAS the Mortgagee is the mortgagee under Mortgage No.  
P047693K

NOW THIS AGREEMENT WITNESSES as follows:-

1. In this Agreement unless inconsistent with the context or  
subject matter -

"Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple in the land described in the First Schedule hereto ("the subject land")


2. The Owners with the intent that their covenant hereunder shall run with the subject land hereby covenant and agree
  - (a) that they the Owners will allow the flow of sheet drainage water from Lots 2 to 9 (both inclusive) and 13 to 17 (both inclusive) on Plan of Subdivision No. PS 333638Q as well as run-off water from Clifton Terrace over the subject land for as long as there is no open or underground drain constructed in the easement marked E-2 and E-3 on the subject land;
  - (b) that when an open or underground drain is constructed in the aforesaid easement they the Owners will allow the conduct of water therefrom by open drain on the subject land to the natural watercourse on the subject land.
3. The Owner agrees to do all things necessary to enable the Council to enter a memorandum of this Agreement on the Certificate of Title to the subject land in accordance with Section 181 of the Act including signing any further agreement acknowledgement or document to enable the said memorandum to be registered under that Section.
4. The Owner covenants and agrees to pay the Council's costs of and incidental to the preparation and execution of this Agreement and to attend to the registration of a memorandum of the Agreement at the office of Titles

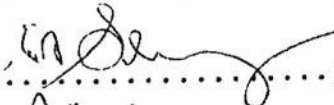
pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the memorandum at the Office of Titles.

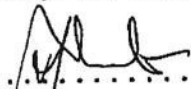
5. The Mortgagee consents to the Owner entering into this Agreement.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.


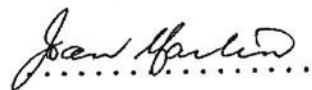
THE CORPORATE SEAL of THE PRESIDENT )  
 )  
COUNCILLORS AND RATEPAYERS OF THE )  
 )  
SHIRE OF BAIRNSDALE was hereunto )  
 )  
affixed in the presence of: )

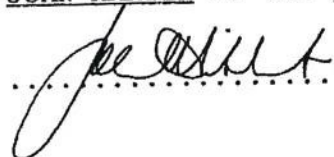
.....(President)

.....(Councillor)

.....(Shire Secretary)

SIGNED SEALED AND DELIVERED by the )  
 )  
said BERNARD ALFRED MARTIN and )  
 )  
JOAN MARTIN in the presence of: )

.....  
.....

.....(witness)

THE SCHEDULE HEREINBEFORE REFERRED TO

Lot 21 on Plan of Subdivision PS 333638Q Parish of Wy Yung

Westpac Banking Corporation  
ARBN 007 457 141

the Mortgage under Mortgage

No. PO41693K HEREBY

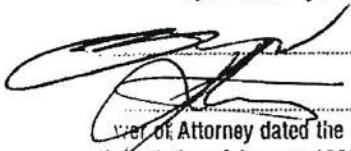
CONSENTS to the within Section

ITS Agreement

Dated this 1 day of Dec 19 94

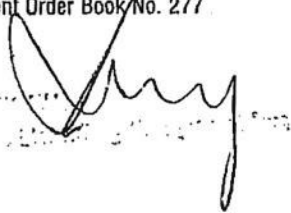
Westpac Banking Corporation  
By its Attorneys

**MUGIANO JOSE M. DOLANGELO**



*Manfredi Giuseppe Stevens*  
MANAGER LEGAL

Power of Attorney dated the  
fifteenth day of January 1993  
a copy of which is filed in the  
Permanent Order Book No. 277  
Page 5





# Imaged Document Cover Sheet

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Aug

REGISTER

REGD.

Form 9.1

Lodged by *Shire of Bairnsdale*

Code *6634w.*

*Agreement*

Titles Off

180888 4139 MISC \$49 N652047T

VICTORIA

**APPLICATION BY A RESPONSIBLE AUTHORITY**  
under Section 181 *Planning and Environment Act 1987*  
for ENTRY OF A MEMORANDUM OF  
AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

**LAND (insert Certificate of Title Volume and Folio)**

Vol 9555 Fol 744.

**ADDRESS OF THE LAND**

Eastwood Road, Wy Yung.

**RESPONSIBLE AUTHORITY (name and address)**

SHIRE OF BAIRNSDALE *of Mc Bulloch Street Bairnsdale*

**PLANNING SCHEME**

SHIRE OF BAIRNSDALE PLANNING SCHEME 1987.



**AGREEMENT DATE**

3/8/1988

**AGREEMENT WITH (name and address)**

B.A. & J. Martin, "Clifton Park", Wy Yung.

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority *[Signature]*

Name of Officer *G. B. HATT*

A memorandum of the within instrument has been entered in the Register Books

Date *8/8/1988*



Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

**INTENTIONALLY**



**BLANK**





THIS AGREEMENT is made the 3<sup>rd</sup> day of

B E T W E E N:

MISC \$49 N652047T

THE PRESIDENT COUNCILLORS AND RATEPAYERS  
OF THE SHIRE OF BAIRNSDALE (The Council)

of the first part.

AND

BERNARD ALFRED MARTIN and JOAN MARTIN  
both of "Clifton Park" Wy Yung (The Owners)

of the second part.

AND

*Handwritten signature and notes*

WESTPAC BANKING CORPORATION of Main Street,  
Bairnsdale (The Mortgagee)

*360 Collins Street Melbourne*

of the third part.

WHEREAS

- A. The Owners are the registered proprietors of the land described in the First Schedule hereto (the subject land) and have made application to the Council as the Responsible Authority under the Bairnsdale (Shire) Planning Scheme for a permit to subdivide the subject land.
- B. The Council has granted Planning Permit No. 77-88-11 dated the 27th January, 1988 (the permit) for the subdivision of the subject land subject to conditions including a condition as follows:



The operator of the permit hereby issued is to enter into an agreement under Section 52A of the Town and Country Planning Act, 1961, which shall covenant that the owners and successors in title to Lot 12, as shown on the endorsed plan, shall not further subdivide that allotment on any further occasion, and such agreement shall be registered under the provisions of Section 52B of the



Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

**INTENTIONALLY**



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Act. The costs of preparation of the agreement and registration shall be borne by the operator of the permit.

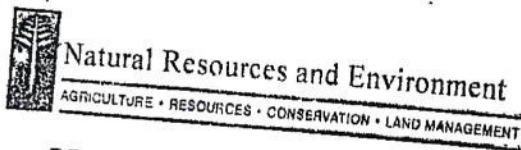
- C. The Mortgagee is the Mortgagee under Mortgage No's. D104243 and D104245 which encumbers the subject land.
- D. The Council and the Owners have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as being an agreement under Section 173(1) of the Planning and Environment Act 1987.

NOW THIS AGREEMENT WITNESSETH as follows:-

- 1. In this Agreement unless inconsistent with the context or subject matter-
  - "Owners" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the subject land;
  - "Subdivision" includes-
    - .1 the dividing of the land into two or more parts-
      - (a) by sale, conveyance, transfer or partition; or
      - (b) by procuring the issue of a certificate of title under the Transfer of Land Act, 1958 in respect to a part of the land;
    - .2 the subdivision of land by sale, transfer or partition into two or more lots and common property,



DN632047T-3-1



**INTENTIONALLY**  
**BLANK**

none of which consists in whole or in part of a stratum or strata;

.3 the subdivision of land by sale, transfer or partition into two or more units or into two or more units and common property whether or not any unit is on the same level as any other unit;

and "subdivided" has a corresponding interpretation.

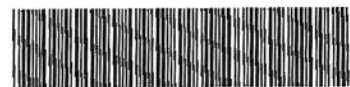
2. The Owners with the intent that their covenants hereunder shall run with the land hereby covenants and agrees that they (which term shall include the owner or owners of the subject land or any part thereof from time to time) will-

.1 comply with the conditions of the permit;

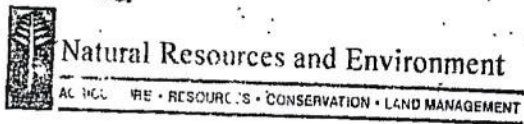
.2 not cause allow or permit the subject land to be further subdivided whether under the provisions of the Local Government Act, 1958, the Cluster Titles Act, 1974, the Strata Titles Act, 1967 or any amendment or consolidation thereof or otherwise.

3. The Owners agree to do all things necessary to enable the Council to enter a memorandum of this Agreement on the Certificate of Title to the subject land in accordance with Section 181 of the Act including signing any further agreement acknowledgement or document to enable the said memorandum to be registered under that section.

4. The Owners covenant and agree to pay the Council's costs of and incidental to the preparation and execution of this Agreement and the registration of a memorandum of the Agreement at the Office of Titles pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement of registration of the memorandum at the Office of Titles.



DN652047T-4-9



**INTENTIONALLY**  
**BLANK**

- 5. The Mortgagee consents to the Owners entering into this Agreement.
- 6. This Agreement will end pursuant to Section 177 of the Act in the event of:-
  - .1 the subject land being rezoned.
  - .2 the ordinance provisions affecting the allowable subdivision density of the subject land being altered.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE CORPORATE SEAL of THE PRESIDENT )  
 )  
COUNCILLORS AND RATEPAYERS OF THE SHIRE )  
 )  
OF BAIRNSDALE was hereunto affixed in the )  
 )  
 presence of: )

*Bob Thomas* (President)  
*Bill Chisell* (Councillor)  
*[Signature]* (Shire Secretary)

SIGNED by the said BERNARD ALFRED MARTIN ) *B.A. Martin*  
 )  
 in Victoria in the presence of: )  
 )  
*Syria Memahon.*

SIGNED by the said JOAN MARTIN ) *Joan Martin*  
 )  
 in Victoria in the presence of: )  
 )  
*Syria Memahon.*



DN652047T-5-6



Natural Resources and Environment

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**INTENTIONALLY**



**BLANK**





FIRST SCHEDULE

Lot 2 on Plan of Subdivision No. 145330 Parish of Wy Yung and  
comprised in Certificate of Title Volume 9555 Folio 744.

For and on behalf of  
WESTPAC BANKING CORPORATION

*[Signature]*  
.....  
*[Signature]*  
.....

Its Attorneys under  
Power of Attorney dated the  
twenty sixth day of November  
One Thousand Nine Hundred  
and Eighty-Two

ANTHONY THOMAS JORDAN McCAFFERTY  
Senior Manager

Allen Raymond Smoother

Manager, Legal

who hereby certify that the  
mortgage referred to herein  
is vested in Westpac  
Banking Corporation by  
Act No. 9723

BANK OFFICER,  
Westpac Banking Corporation



DN852047T-6-3



Natural Resources and Environment

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**INTENTIONALLY**



**BLANK**





SHIRE OF BAIRNSDALE

AND

B.A. & J.

---

AGREEMENT

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Engel & Partners  
Barristers & Solicitors  
109 Main Street  
BAIRNSDALE 3875

Tel: (051) 52.6177  
Ref: PE/88:11330 (5)

~~XXXXXXXXXX~~

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 08 August 2024 09:59 AM

## PROPERTY DETAILS

Address: **36 CLIFTON TERRACE WY YUNG 3875**  
Lot and Plan Number: **Lot 12 PS333638**  
Standard Parcel Identifier (SPI): **12\PS333638**  
Local Government Area (Council): **EAST GIPPSLAND**  
Council Property Number: **70143**  
Planning Scheme: **East Gippsland**  
Directory Reference: **Vicroads 688 K1**

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

[Planning Scheme - East Gippsland](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Urban Water Corporation: **East Gippsland Water**  
Melbourne Water: **Outside drainage boundary**  
Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **GIPPSLAND EAST**

## OTHER

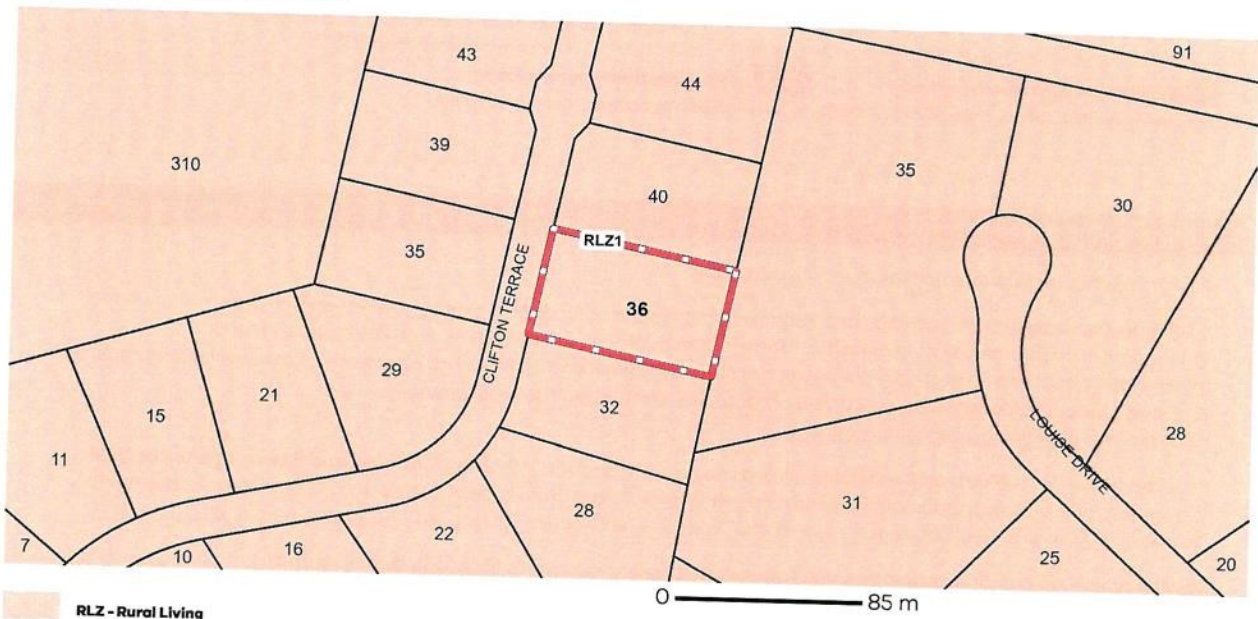
Registered Aboriginal Party: **Gunaikurnai Land and Waters  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[RURAL LIVING ZONE \(RLZ\)](#)

[RURAL LIVING ZONE - SCHEDULE 1 \(RLZ1\)](#)



RLZ - Rural Living

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

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

PLANNING PROPERTY REPORT: 36 CLIFTON TERRACE WY YUNG 3875

## Planning Overlay

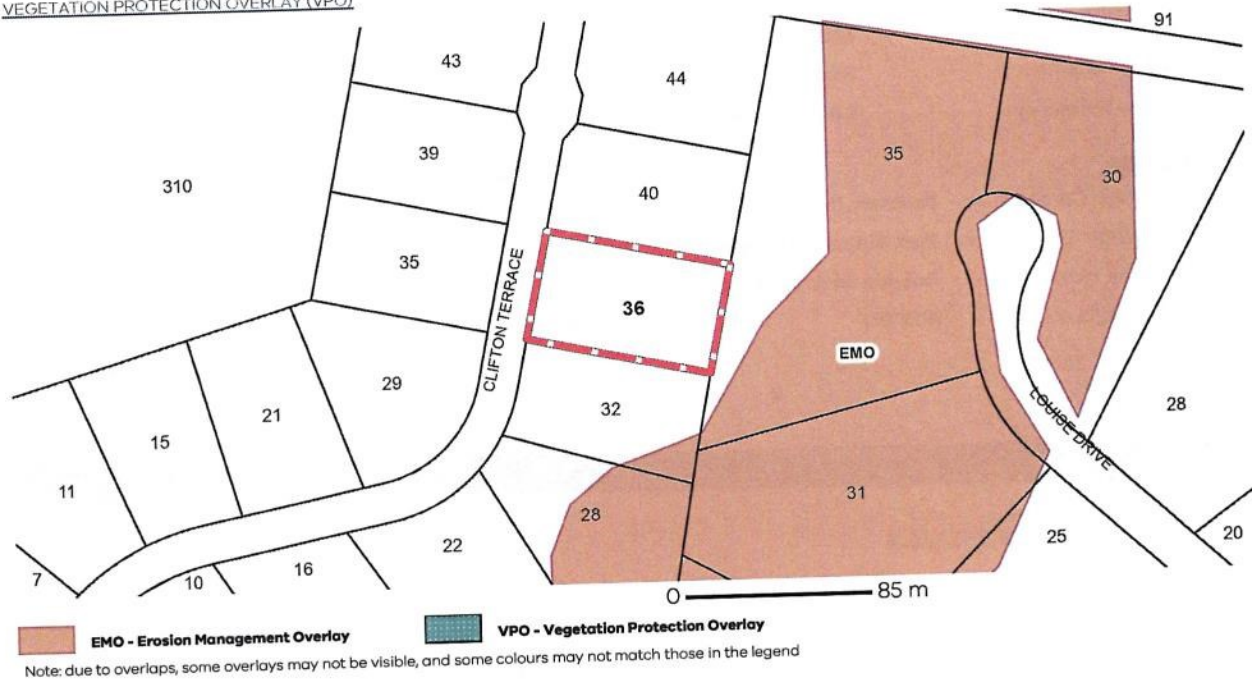
None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

EROSION MANAGEMENT OVERLAY (EMO)

VEGETATION PROTECTION OVERLAY (VPO)



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

## Further Planning Information

Planning scheme data last updated on 7 August 2024.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may 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>

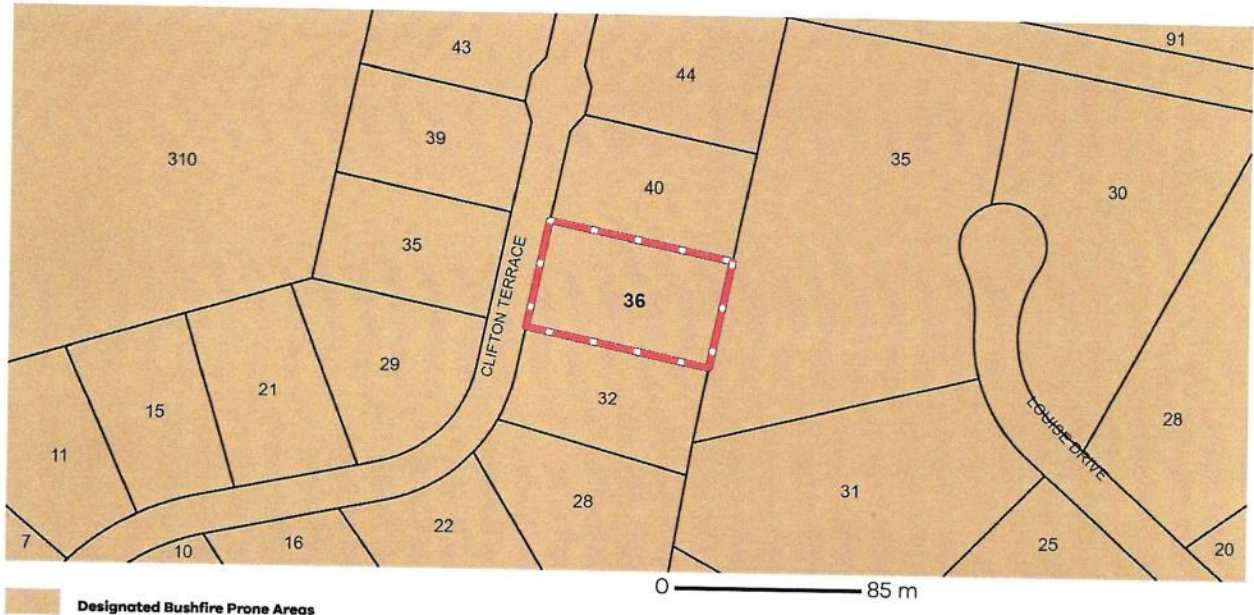
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

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