

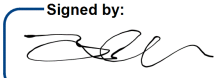
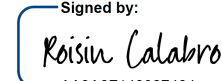
Vendor Statement

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

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

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

Land	50 LORIMER DRIVE, EASTWOOD VIC 3875
-------------	-------------------------------------

Vendor's name	Benjamin Michael Calabro	Date
Vendor's signature	 Signed by: 8AF0E1145FB2487...	16/9/2024
Vendor's name	Roisin Louise Calabro	Date
Vendor's signature	 Signed by: AA9A6F148027484...	16/9/2024

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	\$3,284.24	
(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. 110
(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 | GRZ - General Residential 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 type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" 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 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

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)

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.



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

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

VOLUME 11320 FOLIO 662

Security no : 124118287384K
Produced 16/09/2024 01:49 PM

LAND DESCRIPTION

Lot 36 on Plan of Subdivision 616894U.
PARENT TITLE Volume 11152 Folio 800
Created by instrument PS616894U Stage 3 03/12/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
BENJAMIN MICHAEL CALABRO of 14 HOSIE STREET BAIRNSDALE VIC 3875
ROISIN LOUISE CALABRO of 14 HOSIE STREET BAIRNSDALE VIC 3875
AJ585690E 04/04/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW398788Q 20/12/2022
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT AJ585690E 04/04/2012

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
P750361X 11/04/1990

DIAGRAM LOCATION

SEE PS616894U 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: 50 LORIMER DRIVE EASTWOOD VIC 3875

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 20/12/2022

DOCUMENT END



Imaged Document Cover Sheet

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Document Identification	PS616894U
Number of Pages (excluding this cover sheet)	12
Document Assembled	16/09/2024 13:49

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PLAN OF SUBDIVISION

STAGE No.

LTO USE ONLY

EDITION 5

PS616894U

LOCATION OF LAND

PARISH: WY YUNG
 TOWNSHIP: LUCKNOW
 SECTION: _____
 CROWN ALLOTMENT: 32A & 33B (PARTS)
 CROWN PORTION: _____

TITLE REFERENCES: VOL 11067 FOL 977

LAST PLAN REFERENCE: LOT A - PS613304M

POSTAL ADDRESS: HOWITT AVENUE,
 (At time of subdivision) BAIRNSDALE, 3875

MGA 84 CO-ORDINATES: E 555 380
 (Of approx. centre of land in plan) N 5815 200 **ZONE: 55**

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL REF: 189/2009/CRT

1. This plan is certified under Section 6 of the Subdivision Act 1988.
2. ~~This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6~~
3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.

OPEN SPACE

- (i) A requirement for public open space under Section 18 Subdivision Act 1988 ~~has~~ has not been made.
 - (ii) ~~The requirement has been satisfied.~~
 - (iii) ~~The requirement is to be satisfied in stage~~
- Council Delegate
 Council seat *Ann Hilder*
 Date 29 / 11 / 2009
~~Re-certified under Section 11(7) of the Subdivision Act 1988~~
 Council Delegate
 Council seat
 Date _____

APPLIES TO MASTER PLAN (STAGE 1) ONLY

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER

COUNCIL/BODY/PERSON

ROAD R1, R2 & R3	EAST GIPPSLAND SHIRE COUNCIL
RESERVE No. 1	SPI ELECTRICITY PTY LTD
RESERVE No. 3, 4	EAST GIPPSLAND SHIRE COUNCIL

NOTATIONS

STAGING This is / ~~is not~~ a staged subdivision
 Planning Permit No 74/2008/P

DEPTH LIMITATION DOES NOT APPLY

SURVEY: THIS PLAN IS / ~~IS NOT~~ BASED ON SURVEY
 THIS SURVEY IS CONNECTED TO PERMANENT MARK No(s)

EASEMENT INFORMATION

LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	6	LP205097	LAND IN LP205097
E-1	DRAINAGE	6	PS341448A	EAST GIPPSLAND SHIRE COUNCIL
E-2	DRAINAGE & SEWERAGE	3	PS524624N	EAST GIPPSLAND REGION WATER AUTHORITY EAST GIPPSLAND SHIRE COUNCIL & LAND IN PS524624N
E-3	DRAINAGE	SEE DIAG	PS524624N	EAST GIPPSLAND SHIRE COUNCIL & LAND IN PS524624N
E-4	SEWERAGE	2	PS524624N	EAST GIPPSLAND REGION WATER AUTHORITY
E-5	SEWERAGE	2	THIS PLAN	EAST GIPPSLAND REGION WATER AUTHORITY
E-6	DRAINAGE AND SEWERAGE	3	THIS PLAN	EAST GIPPSLAND REGION WATER AUTHORITY AND EAST GIPPSLAND SHIRE COUNCIL
E-7	DRAINAGE	SEE DIAG	THIS PLAN	EAST GIPPSLAND SHIRE COUNCIL
E-8	DRAINAGE	2	AG833414C	EAST GIPPSLAND SHIRE COUNCIL

LR USE ONLY

STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT

RECEIVED



DATE 3 / 2 / 2009

THIS IS A LAND VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

SHEET 1 OF 11 SHEETS

Crowther & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 152 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 TELEPHONE (03) 6152 6011

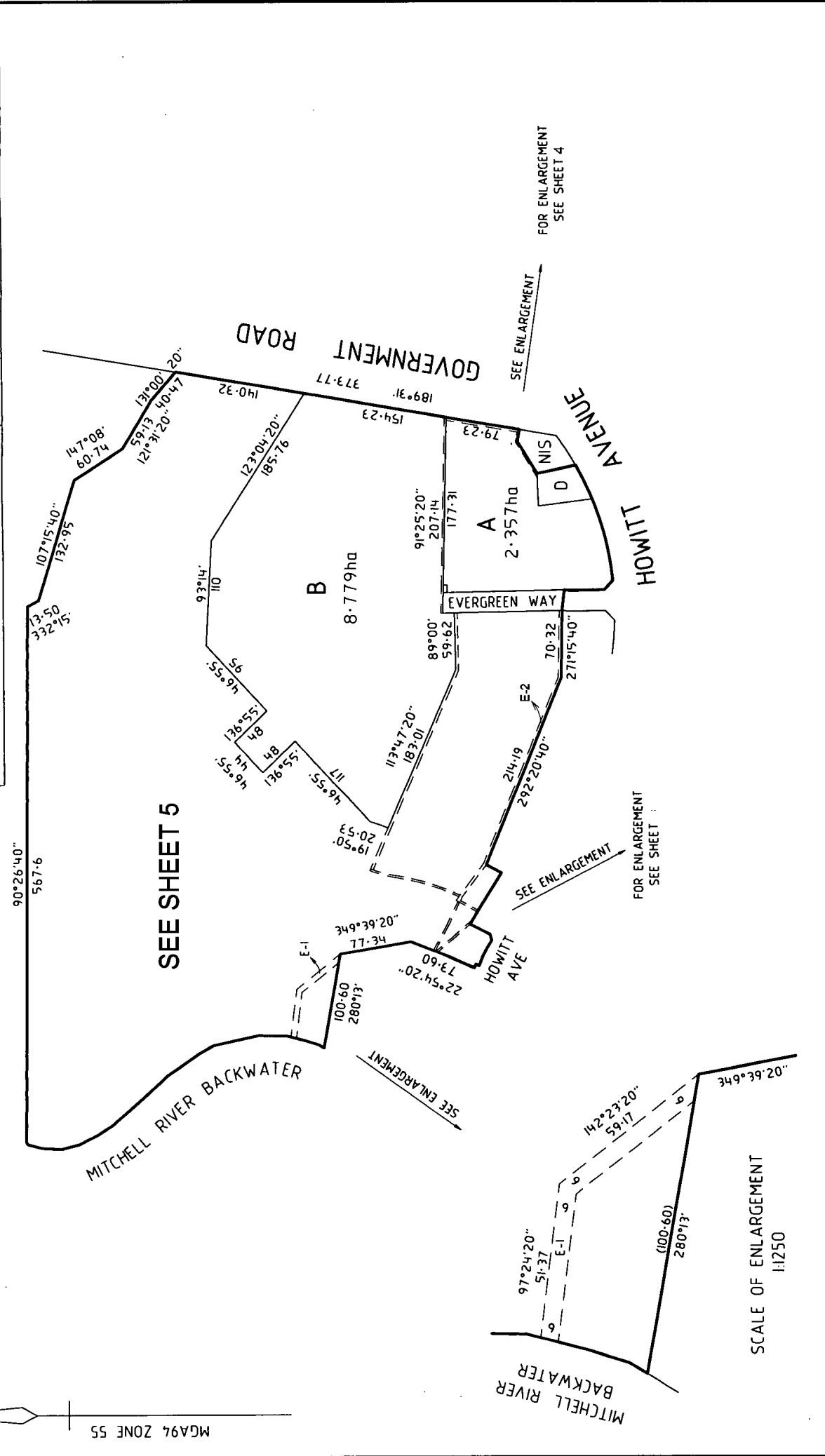
LICENSED SURVEYOR PAUL ANTHONY DWYER
 SIGNATURE *Paul Dwyer* DATE 12 / 11 / 09
 REF 13315 VERSION 2

Ann Hilder
 DATE 29 / 11 / 2009
 COUNCIL DELEGATE SIGNATURE
 ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 616894U



<p>Crowther & Sadler Pty. Ltd. LICENSED SURVEYORS & TOWN PLANNERS 152 MACLEOD STREET, BAIRNSDALE, VIC., 3875 TELEPHONE (03) 5152 6011</p>	<p>SCALE</p> <p>40 0 40 80 120 160 200</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE</p> <p>SCALE 1:4000 A3</p>	<p>LICENSED SURVEYOR</p> <p>SIGNATURE <i>Paul Anthony Dwyer</i></p> <p>REF 13315</p>	<p>PAUL ANTHONY DWYER</p> <p>DATE 12/1/09</p> <p>VERSION 2</p>	<p>SHEET 2</p> <p>DATE 27/1/2009</p> <p>COUNCIL DELEGATE SIGNATURE</p>
	<p>SCALE OF ENLARGEMENT 1:1250</p>				

PLAN OF SUBDIVISION

STAGE No.

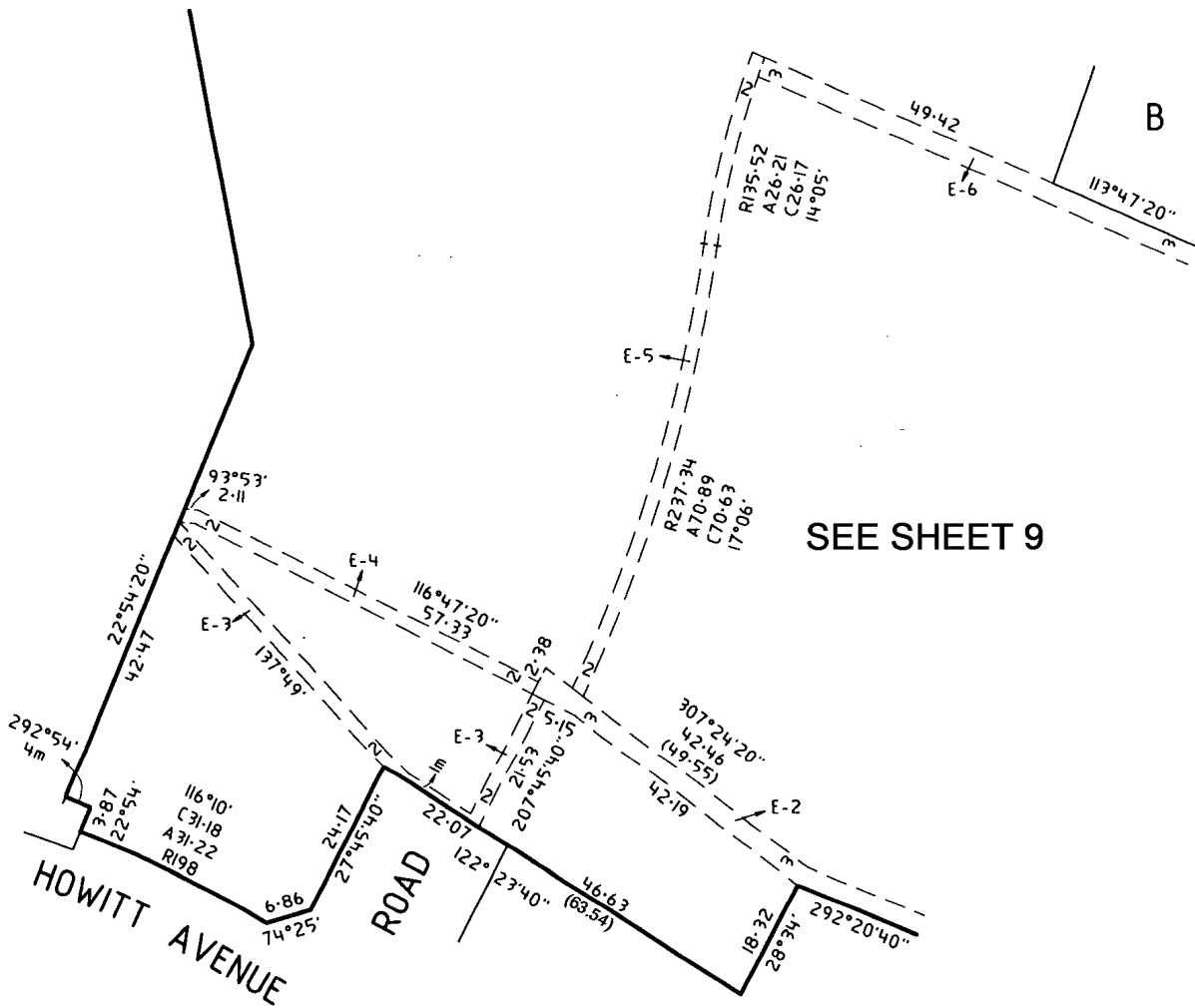
PLAN NUMBER

PS 616894U

MGA94, ZONE 55

SEE SHEET 6

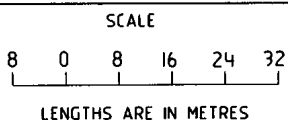
SEE SHEET 9



Crowther & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 152 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 TELEPHONE (03) 6162 5011

SHEET 3

ORIGINAL
 SHEET SIZE A3
 SCALE 1:800



LICENSED SURVEYOR PAUL ANTHONY DWYER
 SIGNATURE *[Signature]* DATE 12/1/09
 REF 13315 VERSION 2

[Signature]
 DATE 29/1/2009
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

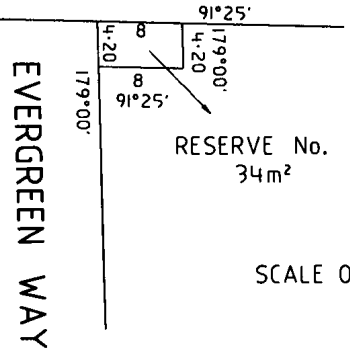
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PLAN NUMBER

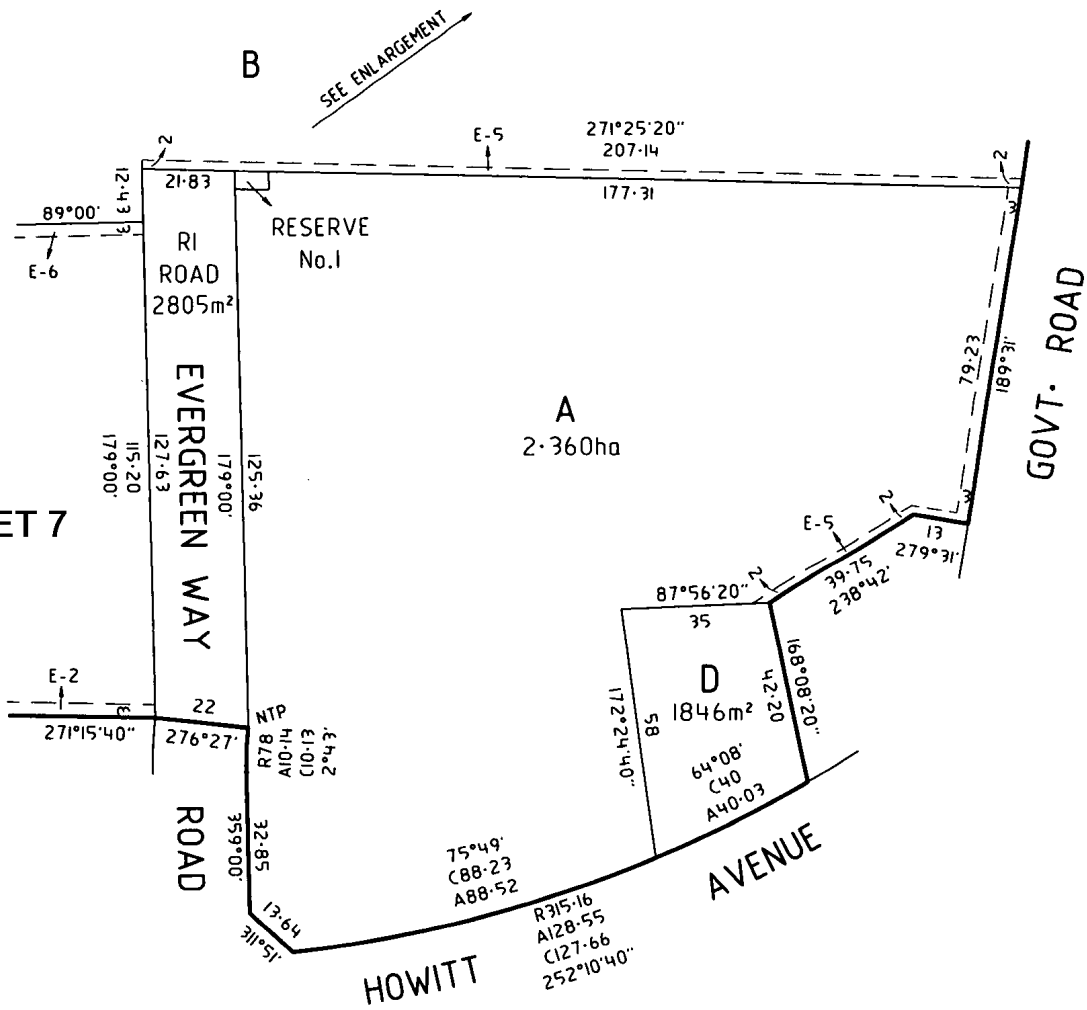
PS 616894U

MGA94 ZONE 55



SCALE OF ENLARGEMENT
1:500

SEE SHEET 7



Crowther & Sadler Pty. Ltd.

LICENSED SURVEYORS & TOWN PLANNERS

182 MACLEOD STREET, BAIRNSDALE, VIC., 3875

TELEPHONE (03) 6162 6011

SHEET 4

ORIGINAL

SCALE

SHEET SIZE

A3
SCALE 1:1250

12.5 0 12.5 25 37.5 50

LENGTHS ARE IN METRES

LICENSED SURVEYOR

PAUL ANTHONY DWYER

SIGNATURE

DATE 12/1/09

REF 13315

VERSION 2

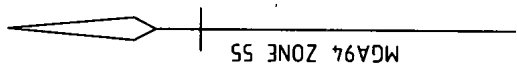
DATE 29/1/2009

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

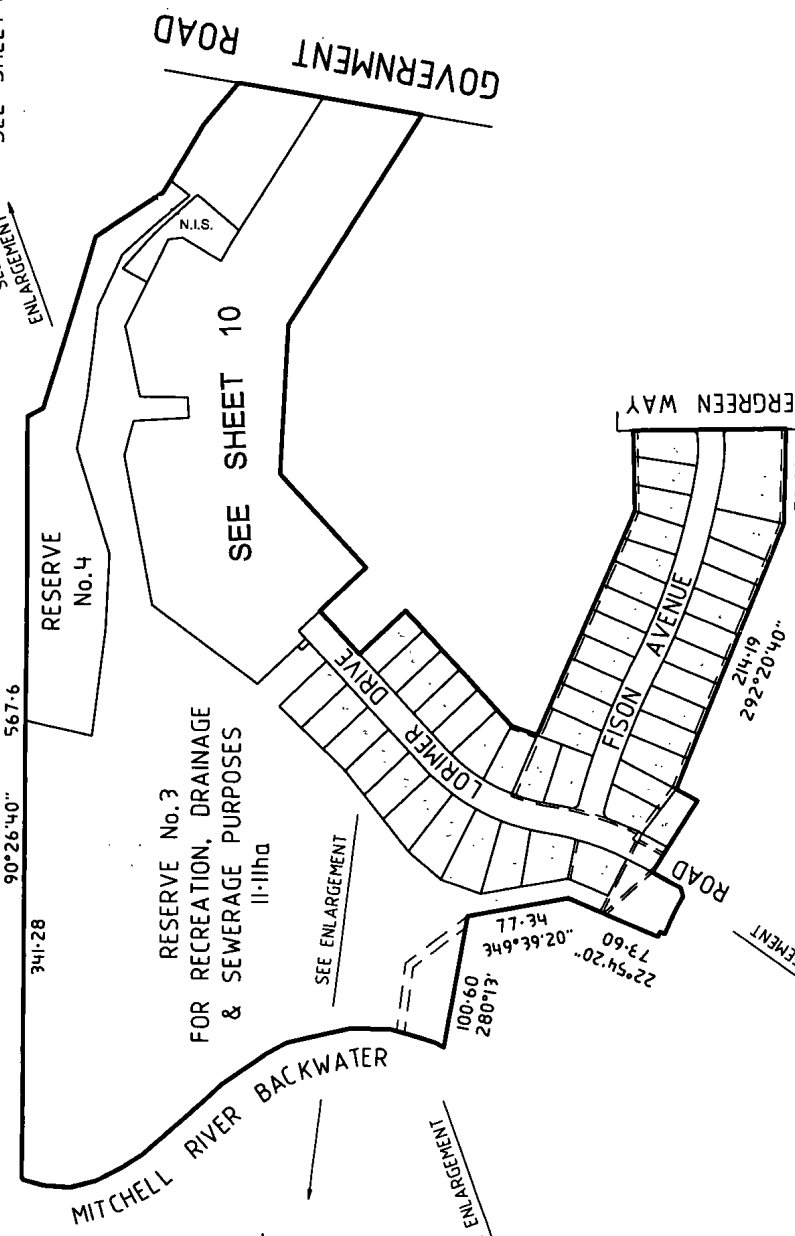
STAGE No.

PS616894U



FOR ENLARGEMENT
SEE SHEET 8

SEE ENLARGEMENT

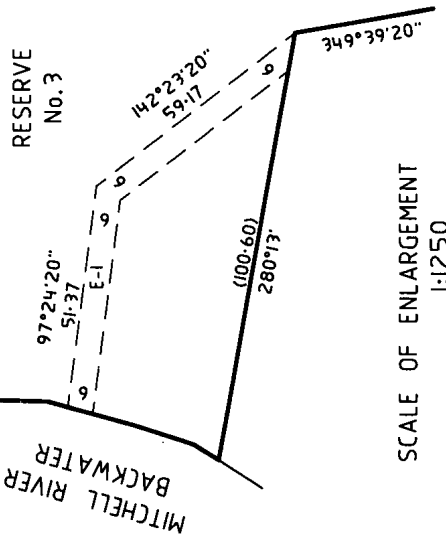


RESERVE No. 3
FOR RECREATION, DRAINAGE
& SEWERAGE PURPOSES
11-11ha

MITCHELL RIVER BACKWATER

SEE SHEET 10

FOR ENLARGEMENT
SEE SHEET 6



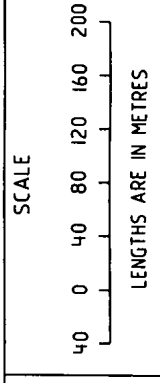
SCALE OF ENLARGEMENT
1:1250

SEE ENLARGEMENT

FOR ENLARGEMENT
SEE SHEET 9

FOR ENLARGEMENT
SEE SHEET 7

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152 MACLEOD STREET, BAIRNSDALE, VIC., 3875
TELEPHONE (03) 6162 6011



ORIGINAL SCALE 1:4000
SHEET SIZE A3

LICENSED SURVEYOR SIGNATURE: *Paul Anthony Dwyer*
DATE: 30/6/09
VERSION 5
REF 13316

SHEET 5
DATE 08/07/2009
COUNCIL DELEGATE SIGNATURE: *[Signature]*



PLAN OF SUBDIVISION

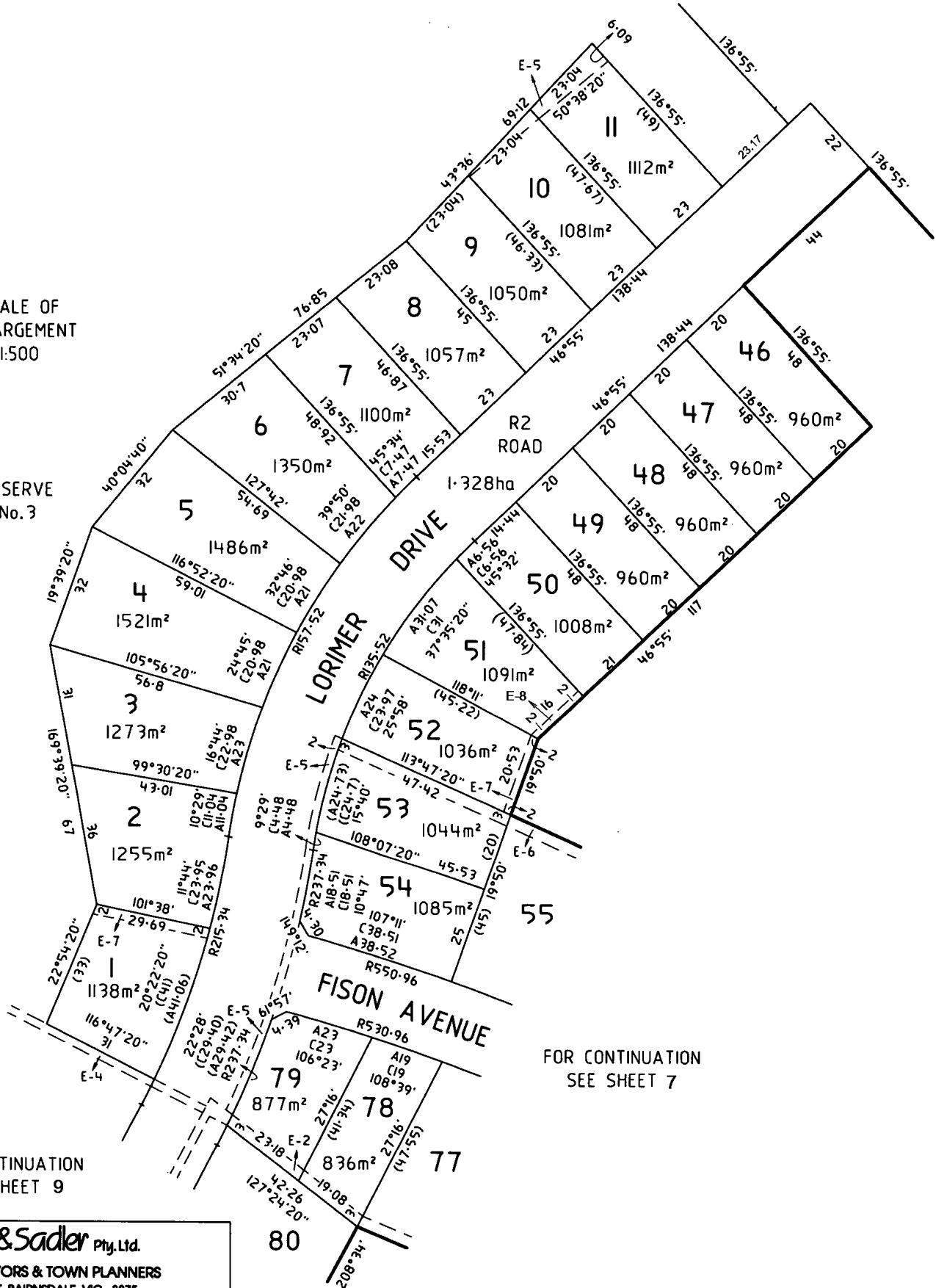
STAGE No.

PS616894U



SCALE OF ENLARGEMENT
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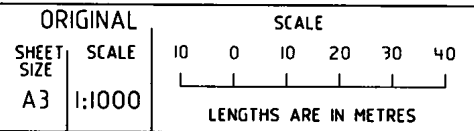
RESERVE
No. 3



FOR CONTINUATION
SEE SHEET 9

FOR CONTINUATION
SEE SHEET 7

Crowthier & Sadler Pty. Ltd.
LICENSED SURVEYORS & TOWN PLANNERS
152 MACLEOD STREET, BAINSDALE, VIC., 3875
TELEPHONE (03) 5162 6011



LICENSED SURVEYOR PAUL ANTHONY DWYER
SIGNATURE *[Signature]* DATE 30/6/09
REF 13316 VERSION 5

SHEET 6
DATE 03/07/2009
COUNCIL DELEGATE SIGNATURE *[Signature]*

PLAN OF SUBDIVISION

STAGE No. PS616894U



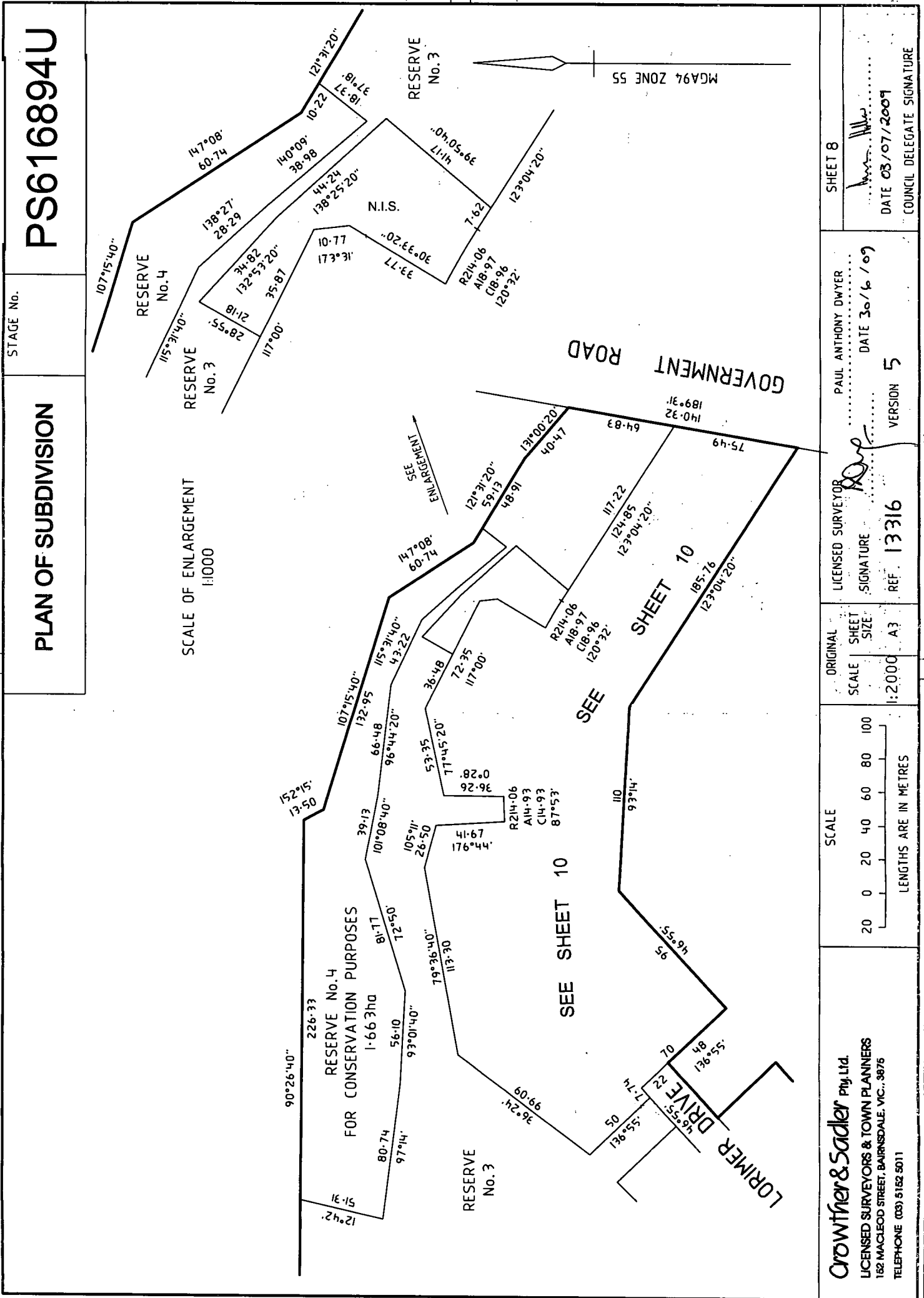
Crowthier & Sadler Pty Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 TELEPHONE (03) 5162 6011

ORIGINAL SHEET SIZE: A3
 SCALE: 1:1000

LICENSED SURVEYOR: PAUL ANTHONY DWYER
 SIGNATURE: [Signature]
 DATE: 30/6/09

VERSION: 5
 REF: 13316

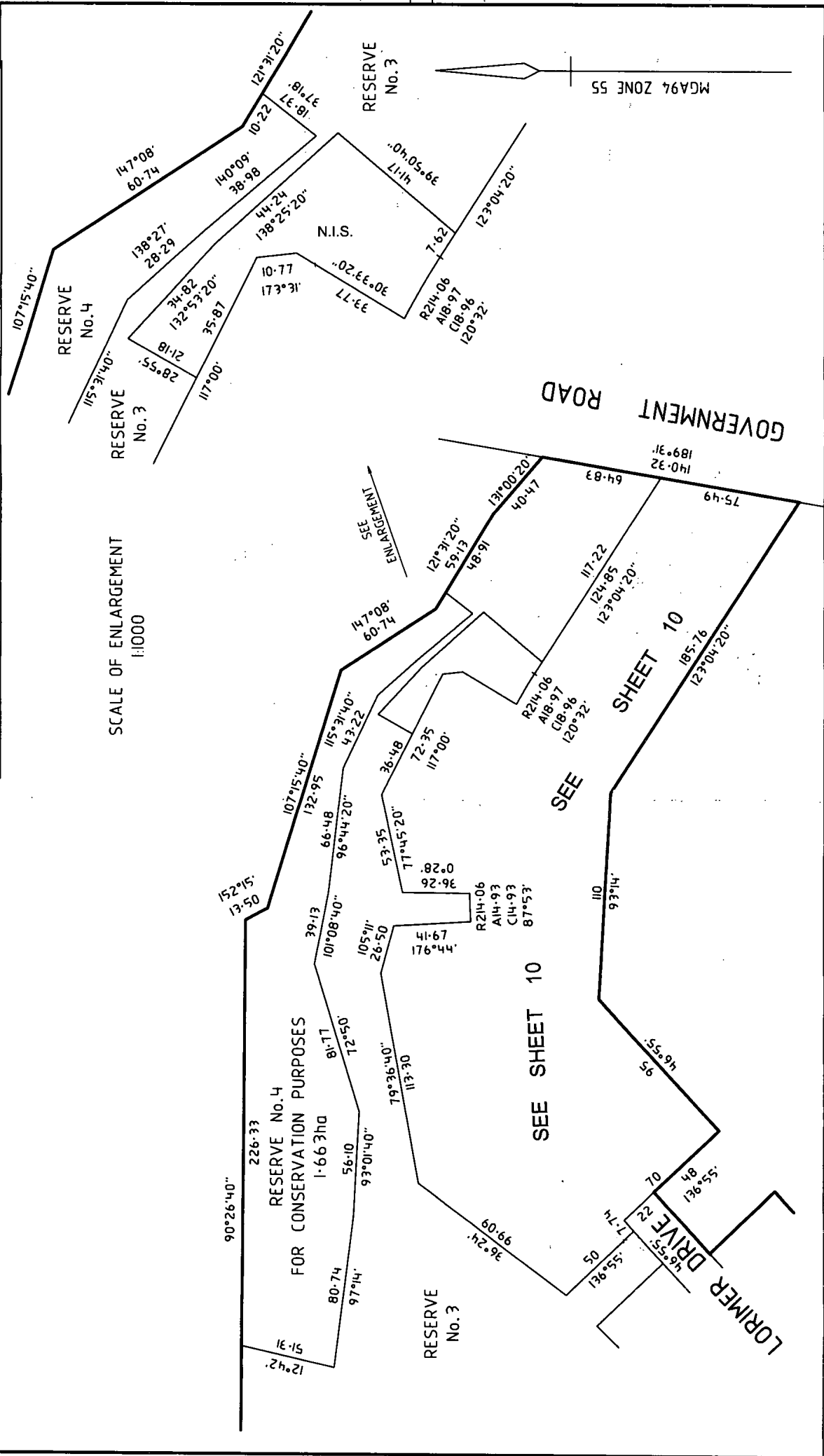
SHEET 7
 DATE: 03/07/2009
 COUNCIL DELEGATE SIGNATURE: [Signature]



STAGE No.

PLAN OF SUBDIVISION

PS616894U

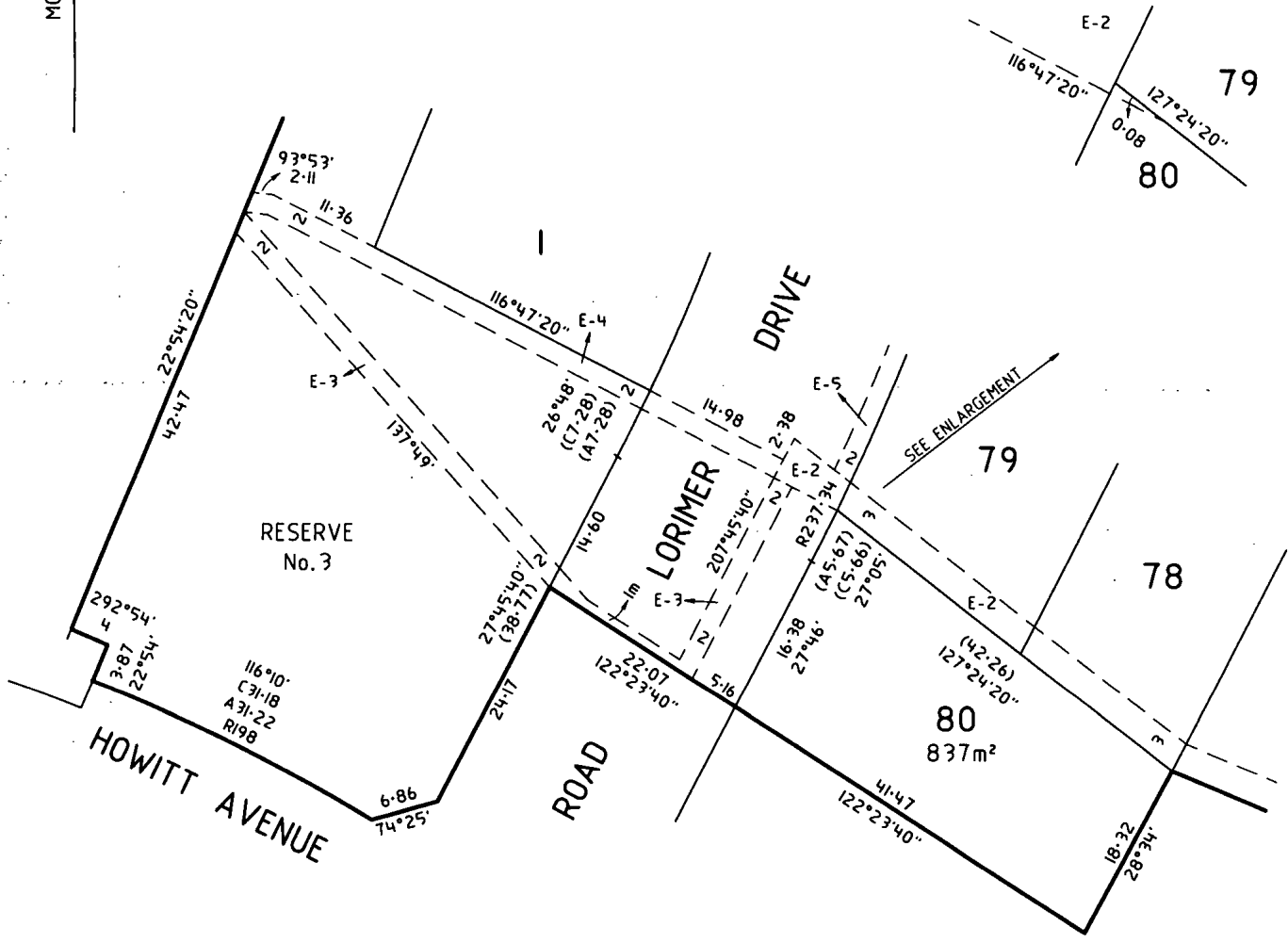


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<p>LICENSED SURVEYORS & TOWN PLANNERS 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875 TELEPHONE (03) 5152 5011</p>		<p>DATE 03/07/2009</p>		<p>COUNCIL DELEGATE SIGNATURE</p>	
<p>LICENSED SURVEYOR SIGNATURE <i>Paul Anthony Dwyer</i></p>		<p>DATE 30/6/09</p>		<p>VERSION 5</p>	
<p>REF. 13316</p>		<p>LICENSED SURVEYOR PAUL ANTHONY DWYER</p>		<p>DATE 03/07/2009</p>	

PLAN OF SUBDIVISION	STAGE No.	PS616894U
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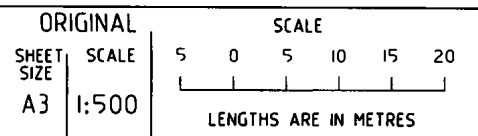
MGA94 ZONE 55

NOT TO SCALE



Crowthier & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 TELEPHONE (03) 5162 6011

SHEET 9

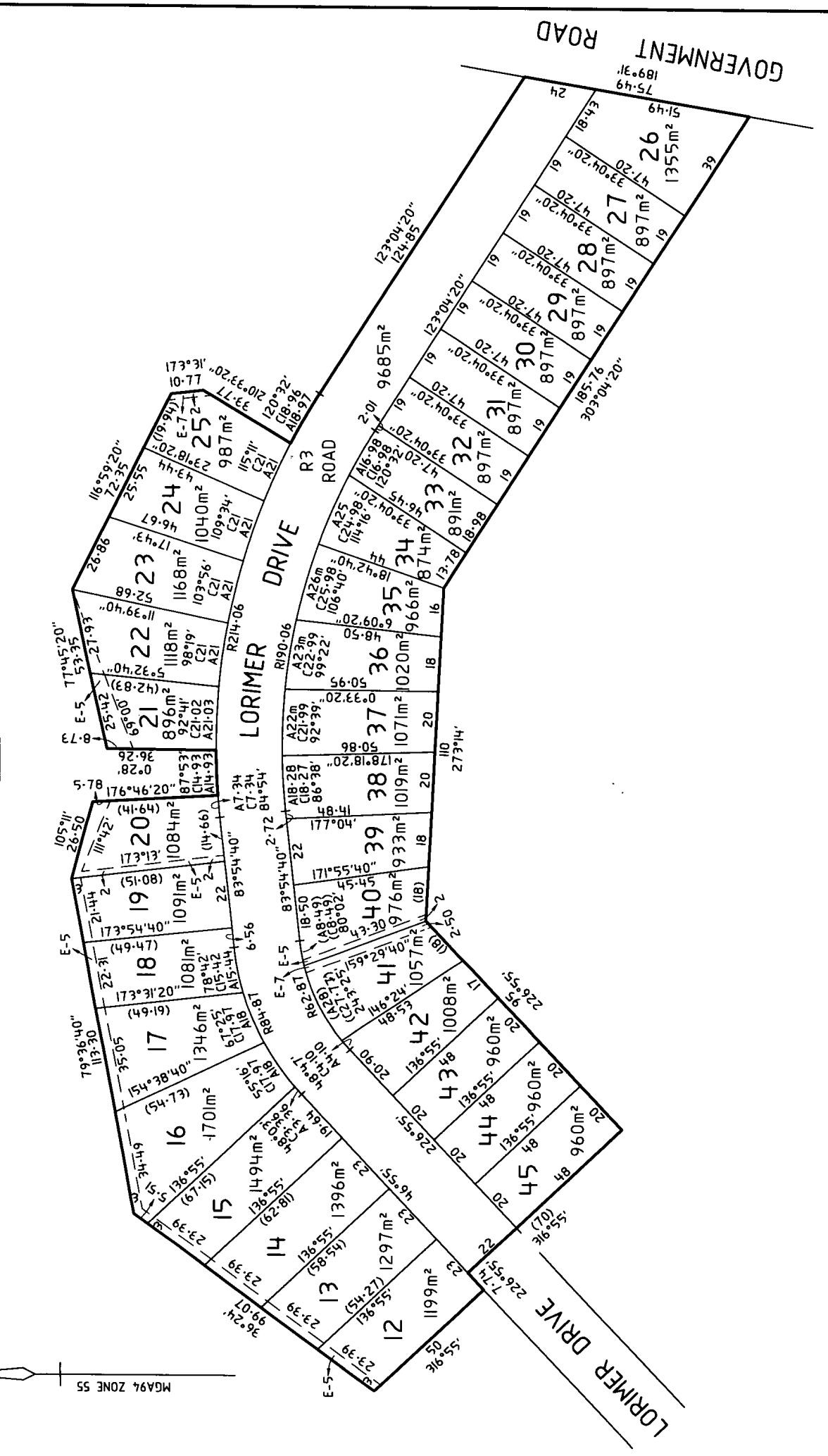


LICENSED SURVEYOR PAUL ANTHONY DWYER
 SIGNATURE *[Signature]* DATE 30/6/09
 REF 13316 VERSION 5

[Signature]
 DATE 03/07/2009
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

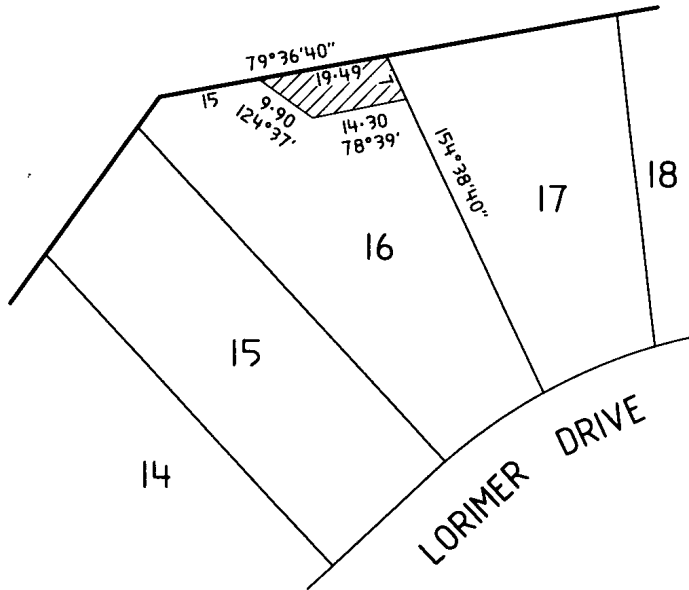
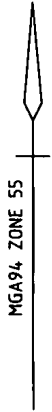
STAGE No. **3** PLAN NUMBER **PS 616894U**



<p>Crowther & Sadler Pty. Ltd. LICENSED SURVEYORS & TOWN PLANNERS 152 MACLEOD STREET, BAIRNSDALE, VIC., 3875 TELEPHONE (03) 5152 5011</p>	<p>SCALE 12:5 0 12.5 25 37.5 50 62.5 LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE SCALE 1:1250 A3</p>	<p>LICENSED SURVEYOR SIGNATURE <i>Paul Anthony Dwyer</i> DATE 28/3/2011 REF 13317 VERSION 4</p>
<p>SHEET 10</p>		<p>DATE 23/09/2011 COUNCIL DELEGATE SIGNATURE</p>	

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 mm

PLAN OF SUBDIVISION	STAGE No. 3	PLAN NUMBER PS 616894U
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CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED:

LAND TO BENEFIT: LOTS ON THIS PLAN

LAND TO BE BURDENED: LOT 16 ON THIS PLAN

DESCRIPTION OF RESTRICTION:

AS TO THE LAND SHOWN HATCHED, THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOT 16 ON THIS PLAN OF SUBDIVISION SHALL NOT CONSTRUCT ANY BUILDINGS, INCLUDING GARDEN SHEDS AND CUBBY HOUSES, OR UNDERTAKE ANY WORKS WITH THE EXCEPTION OF UNDERGROUND SERVICES

Crowthor & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 162 MACLEOD STREET, BAIRNSDALE, VIC., 3876
 TELEPHONE (03) 5152 5011

SHEET 11
 DATE 23/09/2011
 COUNCIL DELEGATE SIGNATURE

ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:800
 8 0 8 16 24 32
 LENGTHS ARE IN METRES

LICENSED SURVEYOR PAUL ANTHONY DWYER
 SIGNATURE [Signature] DATE 28/3/2011
 REF 13317 VERSION 4



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AJ585690E

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: _____
 Phone: _____ **National Australia Bank** _____
 Address: _____ **200Q** _____
 Ref: _____
 Customer Code: _____ **8603 11121** _____

Privacy Collection Statement
 The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

MADE AVAILABLE/CHANGE CONTROL
 Office Use Only

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 easements 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 easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio reference)*

Certificate of Title **VOLUME 11320 FOLIO 662**

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

All Its Estate In Fee Simple

Consideration:

\$140,000.00

Transferor: *(full name)*

TAIRUA NO. 13 PTY LTD ACN 006 436 915

Transferee: *(full name and address including postcode)*

BENJAMIN MICHAEL CALABRO AND ROISIN LOUISE CALABRO

of 14 Hosie Street BAIRNSDALE 3875 As Joint Proprietors

Directing Party: *(full name)*

NIL

Creation and/or Reservation and/or Covenant

“ The Transferee with the intent that the benefit of the covenant shall be attached to and run at law and in equity with the whole of the land comprised in Plan of Subdivision No. 616894U (other than the land hereby transferred) and each and every part thereof and that the burden of the covenant shall be annexed to and run at law and in equity with the land hereby transferred and each and every part thereof and that the same shall be noted and appear on every Certificate of Title for the said lot and every part thereof as an encumbrance affecting the same DOTH HEREBY COVENANT with the Transferor and other registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision (other than the land hereby transferred) that the Transferee will not:

Approval No. 980106A

T2

Page 1 of 2

ORDER TO REGISTER

Please register and issue title to

Signed

Cust. Code:

THE BACK OF THIS FORM MUST NOT BE USED
 Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8806 2010

STAMP DUTY USE ONLY
National Australia Bank Limited

This stamp is	ABN 12 004 044 937 3470 AP 161
SRO	Victorian Duty \$..... 140,000
Property.	Consideration / Advance \$..... 140,000
	Original / Counterpart / Collateral / Upstamp
	Transaction No..... 253912012
COPIED	Date..... 20/09/2024
	Signature..... [Signature] No 10

1082005

AJ585690E

(1) Erect, place, permit, licence or authorise on th^said land any building other than a dwelling house or duplex containing an area of not less than one hundred and ten square metres within the outer walls thereof calculated by excluding the area of any carport, garage, terrace, pergola or verandah; is built only of new materials save for second hand bricks;

(2) Erect, place, permit, licence or authorise on the said land any outbuilding constructed other than of new materials.

Dated: 28.3.22

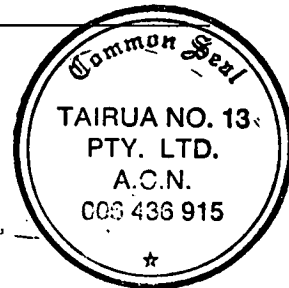
Execution and attestation

~~THE COMMON SEAL OF~~

~~Executed by~~ TAIRUA NO. 13 PTY LTD ACN 006 436 915

~~by being signed by those persons who are authorised to sign for the company~~

~~was affixed in the presence of authorised persons;~~



Director.....

Director.....

Full Name..... RAYMOND FRANCIS HACK

Full name..... ROBERT JOSEPH ZAKAMI

Usual address..... 7 THEOBILLABONG
BAIRNSDALE VIC 3875

Usual address..... 8 RIVERVIEW CLOSE
WY YUNG VIC 3875

Signed by the Transferee in the presence of:

.....

.....

.....witness

Approval No. 980106A

T2

Page 2 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010



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REGD

P750361X

Lodged By MADDOCK LONIE & CHISHOLM
(Ref: YP:JEP 295/20931)
Code 1167E

110490 1249 MISC 47 P750361X

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 Planning and Environment Act 1987.

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)

Volume 3299 Folio 782, Volume 9791 Folio 339,
Volume 9809 Folio 357 and Volume 9740 Folio 041.

*Vol 10032 Fol 482
484*

ADDRESS OF THE LAND

*New = 10019/373
381/01*

Flinn Estate, Bairnsdale

RESPONSIBLE AUTHORITY (name and address)

The Town of Bairnsdale of Town Offices, 8 Pearson Street, Bairnsdale

PLANNING SCHEME

Town of Bairnsdale Planning Scheme

AGREEMENT DATE The *FIFTH* day of *MARCH* 1990.

AGREEMENT WITH (name and address)

Tairua No. 10 Pty. Ltd., Tairua No. 13 Pty. Ltd. and Tairua No. 14 Pty. Ltd. all care of Armitage Fawcett & Co., Chartered Accountants, 10-12 Grey Street Traralgon.

A copy of the Agreement is attached to this Application.

TOWN OF BAIRNSDALE

Signature of Responsible Authority *[Signature]*

Name of Officer *G. G. M. WHINNEY*
TOWN CLERK

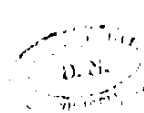
Date *5.8.90*

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



*CT 10019-379 cancelled whole
Transferred to new CT*

*Vol. 10032 Fol. 694
Vol. 10032 Fol. 695*



*Per
115790.*

THIS AGREEMENT made the *FIFTH* day of *MARCH* 19 *90*.

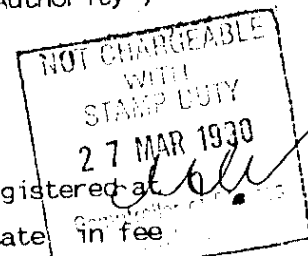
BETWEEN: TAIRUA NO. 10 PTY. LTD., TAIRUA NO. 13 PTY. LTD. and TAIRUA NO. 14 PTY. LTD. all of C/- Armitage Fawcett & Co., Chartered Accountants, 10-12 Grey Street, Traralgon (hereinafter jointly and severally called "the Company") of the first part.

and

THE TOWN OF BAIRNSDALE of Town Office Bairnsdale (hereinafter called "the Responsible Authority") of the other part.

WHEREAS:

- A. The Company is registered on or is entitled to be registered at the Office of Titles as the proprietor of an estate in fee simple in the land described in Schedule 1 to this Agreement (hereinafter called "the subject land").
- B. The Responsible Authority is the responsible authority for the ^(Town) ~~Town~~ of Bairnsdale Planning Scheme (hereinafter called "the planning scheme").
- C. The Company desires to develop the subject land as a serviced residential estate with provision for appropriate ancillary facilities in stages generally in accordance with Schedule 2 hereto.
- D. The proposed development of the subject land will necessitate amendment of the Planning Scheme generally in accordance with the amending planning schemes copies of which are attached hereto and marked with the letters "A" and "B" respectively being hereinafter referred to as Proposed Amendment No. 1 and Proposed Amendment No. 2 in respect of the lands depicted in Schedule 4 hereto.
- E. The Responsible Authority will, subject to the observance by the Company of the terms and conditions of this Agreement and insofar as it is lawfully able so to do, use its best endeavors



- 2 -

to amend the Planning Scheme in the manner proposed under Proposed Amendment No. 1 and Proposed Amendment No. 2 and after such amendment exercise its powers, duties and functions insofar as it is able so to do as Responsible Authority under the Planning and Environment Act 1987 to grant permits to allow the staged development of the subject land as a serviced residential estate in accordance with Schedule 2 hereto.

- F. The Company has agreed with the Responsible Authority to enter into this Agreement with respect to, inter alia, the construction of roads, footways, the provision of open space and the making of land available for ancillary facilities in accordance with this Agreement.
- G. The Responsible Authority and the Company have agreed that without restricting or limiting their respective powers to enter into this Agreement and in so far as it can be so treated this Agreement shall be treated as being an Agreement entered into pursuant to Section 173 of the Planning and Environment Act 1987.

NOW THIS DEED WITNESSETH as follows:-

1. In this Agreement, unless inconsistent with the context or subject matter:-
 - (a) The Company makes each of the covenants to be performed by it (save and except for its covenants contained in Clause 7.6 hereof) on its own behalf and on behalf of the Owner from time to time hereafter of the subject land and each part thereof as has not then been subdivided into residential allotments in accordance with this Agreement.
 - (b) The Company makes each of the covenants contained in Clause 7.6 (a) and (b) hereof to be performed by it on its behalf and on behalf of the Owner for the time being hereafter of the subject land and each part thereof including the owners from time to time of the residential allotments which may be subject to the provisions of sub-paragraphs (a) and (b) thereof.

- 3 -

- (c) "Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple of the subject land or any part thereof and for the time being includes the Company.
- (d) "Engineer" shall mean the Municipal Engineer or person acting in that capacity of the Responsible Authority from time to time.
2. This Agreement shall come into operation:-
- (a) in so far as it relates to the land depicted in Schedule 3 hereto (being the land currently within a Residential Development zone under the provisions of the Planning Scheme) including specifically the provisions of Clause 4.2 hereof at the date of execution of this Agreement;
- (b) in respect of the land contained within Proposed Amendment No. 1 the obligations of the Owner specified in Clauses 3.1, 4.1, 4.2 and 7.3 shall not come into force and effect unless and until Amendment No. 1 or an amendment to substantially like effect comes into force and effect;
- (c) in respect of the land contained within Proposed Amendment No. 2 to the Planning Scheme the obligations of the Owner specified in Clauses 3.1, 4.1, 4.2 and 7.3 shall not come into force and effect unless and until Amendment No. 2 or an amendment to like effect comes into operation.
- 3.1 The Company shall proceed to develop the subject land in that order indicated on the staging plan in Schedule 5 hereto unless an alternative order is agreed to by the Responsible Authority from time to time.
- 3.2 Where stages on that plan have the same number it is intended that those stages shall proceed concurrently.

3.3 Upon lodging with the Responsible Authority of any application for a permit under the Planning Scheme or for approval of a plan of subdivision pursuant to the provisions of the Subdivisions Act 1988 the Responsible Authority will take all reasonable steps to expedite the determination of such application.

3.4 It is mutually agreed between the parties hereto that no allotment intended to be used for the purpose of a detached house shall have an area of less than 650 square metres and that it is intended that the allotments intended for residential purposes shall generally range in area between 700 and 1000 m².

3.5 Without limiting the generality of Clause 3.1 of this Agreement, the Company covenants that it will seek to ensure that a cohesive pattern of development is maintained within the subject land at all times, and it will ensure that individual stages of development will be released for sale only where ^{there} ~~this~~ is realistic user demand for additional residential allotments.

d.
BT

3.6 It is acknowledged by the Company that the reserves specified on the plan in Schedule 2 hereto are deficient in area desirably required for active recreation for the community to reside upon the subject land when fully developed by 3.9 hectares and that the Responsible Authority may, from time to time, require payment pursuant to the Subdivisions Act 1988 not exceeding in total a sum calculated in the following manner:

Site value of;

$$\frac{\text{subject land}}{1} \times \frac{3.9}{\text{Area of the subject Land in hectares.}}$$

3.7 The Council agrees that the moneys paid to it in accordance with Clause 3.6 shall be expended for the purpose of places of resort and recreation or improvement of places of public resort and recreation which are sufficiently proximate to the subject land to be used for the enjoyment of the community to reside on the subject land.

- 5 -

- 4.1 The Company hereby covenants that concurrently with the development of the subdivision of the stages specified in Schedule 5 hereto the Owner will carry out and construct the roadworks including footways specified in Schedule 5(ii) (unless alternative road works are agreed to by the Responsible Authority from time to time) in accordance with plans and specifications satisfactory to the Responsible Authority and such works to be completed to the satisfaction of the Responsible Authority upon the advice of its Engineer.
- 4.2 The Company undertakes and agrees that it will within twelve months from:
- (a) the date upon which the Responsible Authority seals a Plan of Subdivision for a stage of subdivision in the western section depicted in Schedule 5 other than stages 1 and 2;
 - (b) the date upon which the Responsible Authority advises that the site for the road depicted in Schedule 5 (ii) hereto between Bullunwall Road and the Mitchell River Backwater (hereinafter called "the western access road") and the bridge depicted in Schedule 5 (ii) are both lawfully available for the construction thereon of a road and bridge respectively; or
 - (c) the date upon which the last of all necessary permits and approvals for the construction and use of such road and bridge is received;
- (whichever be the last) (hereinafter called "the operative date") commence to construct -
- (a) the western access road generally in accordance with and to the standard specified in Schedule 5 (i) hereto; and
 - (b) a bridge over the Mitchell River Backwater generally in accordance with the type and section specified in Schedule 5 (i) hereto and in accordance with structural standards satisfactory to the Responsible Authority;

- 6 -

and to complete such construction within 24 months from the operative date and to maintain, repair and make good to the satisfaction of the Responsible Authority on the advice of the Engineer all faults or failures which shall develop, appear or occur in such works within 12 months after the completion thereof.

- 4.3 The obligations of the Owner with regard to the construction of the western access road and bridge are subject to the Responsible Authority making the site of the western access road and bridge lawfully available for such purpose and the Company and the Responsible Authority mutually agree that the Company shall pay to the Responsible Authority the sum of \$1,600.00 in consideration for the grant to the Company of easement rights of way (which term shall include the creation of the same as a public highway), to the grant of all necessary permits, approvals and consents whatsoever for the construction and use of such road and bridge and to the grant of easement rights for the construction and maintenance of services of sewerage, water supply and electricity on, under and through such site if required for the subdivision of the subject land.
- 4.4 In the event that an amendment to the Planning Scheme is required for the purpose of such bridge and the western access road or either the Responsible Authority shall use its best endeavors to effect such an amendment.
- 4.5 Not later than the date upon which the Minister submits Proposed Amendment No. 1 to the Governor-in-Council for approval and prior to the commencement of construction of the said bridge and the western access road the Company shall at ^{its} expense lodge with the Responsible Authority a guarantee by a bank or other financial institution acceptable to the Responsible Authority and in a form satisfactory to the Responsible Authority in an amount equal to the estimated cost of construction of the said bridge and road guaranteeing the due and proper completion of those works. In the event that the construction of the bridge

- 7 -

and the western access road cannot be lawfully commenced within three years after the date the Proposed Amendment No. 1 is submitted for approval or upon such earlier date as the Responsible Authority resolves that it is satisfied that the site for the bridge or the western access road cannot be made lawfully available for such purposes or that all necessary permits, approvals and consents therefore cannot be obtained the said guarantee will lapse.

4.6 The construction of the -

- (a) western access road; and
- (b) the said bridge

shall be in accordance with plans and specifications satisfactory to the Responsible Authority which shall have regard to the views and requirements of -

- (i) in the case of the said bridge the Division of Land of the Department of Conservation Forests and Land; and
- (ii) where applicable the ^{Roads Corporation} ~~Road Construction Authority, Road Traffic Authority~~ and Rural Water Commission or any other statutory authority or government department.

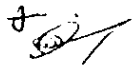
4.7 Should the Owner fail or neglect to carry out and complete the construction of the -

- (a) western access road; and
- (b) the said bridge

or to maintain or appear or make good the same as hereinbefore provided the Engineer may cause to be served on the Owner a notice in writing specifying the works matters or things in respect whereof the Owner is in default and should such default continue for the space of 28 days after the service of such notice or such longer period as shall be specified in the said notice the Responsible Authority may by its officers servants agents workmen or contractors enter upon the said land (or any other land of the Owner) and cause the said works to be constructed or completed and made good or any defaults, defects or failures in the said works which shall have developed appeared or occurred within the said period specified in Clause 4.2 hereof to be maintained, repaired or made good and for such

- 8 -

purpose the Responsible Authority may employ a contractor or contractors and professional advisers.

- 4.8 Any notice served on the owner pursuant to Clause 4.7 hereof may set out the cost as estimated by the Engineer and stated in such notice of constructing or completing the construction of the said works or maintaining repairing or making good any such faults, defects or failures aforesaid and in the event of the Owner not complying with such notice within such period of 28 days or such longer period as may be specified in the said notice the Engineer may cause to be served on the owner a demand in writing for the amount of the cost as estimated as aforesaid and the amount thereof shall forthwith be paid by the Owner to the Responsible Authority. As soon as may be after the completion of such work the Engineer shall certify the actual cost thereof to the Responsible Authority and the difference between such actual cost and the estimated cost paid by the Owner to the Responsible Authority or by the Responsible Authority to the Owner as the case may require.
- 4.9 If any such notice served on the Owner pursuant to Clause 4.7 hereof shall not require the Owner to pay such cost as aforesaid then and in such case the actual cost of any works carried out by or on behalf of the Responsible Authority pursuant to Clause 4.7 hereof shall on demand ~~to~~ be paid by the Owner to the Council. 
- 4.10 For the purpose of 4.8 the Certificate of the Engineer as to the amount of the actual cost incurred by the Responsible Authority under that clause shall be final binding and conclusive as between the parties hereto.
- 4.11 After the construction of the western access road and of the said bridge to the satisfaction of the Responsible Authority in accordance with the advice of the Engineer the same shall vest in the Responsible Authority subject to the rights (if any) that the Crown may have in the said bridge.

- 9 -

4.12 Any notice hereunder which the Responsible Authority may give to the Company may be served by delivering the same to the Company at its registered office or by putting the same into the post in a prepaid envelope addressed to the Company and its registered office and any notice so posted shall be conclusively deemed to have been served at the expiration of 48 hours from the time of posting.

4.13 The Owner will after the commencement ^{of} ~~for~~ the construction of the works pay to the Council upon demand an amount not exceeding two and a half per cent of the estimated cost of construction of the roads referred to in Clause 4.1 hereof, the western access road and the said bridge, for the supervision of the works by an officer or officers of the Responsible Authority.

4.14 The Company agrees that in the event of the Major Collector A road depicted in Schedule 5 (ii) being constructed to provide a means of access to early stages of subdivision in the west section to a standard less than the ultimate standard that would be required pursuant to Clause 4.1 it will reconstruct such road to the standard required by or under Clause 4.1 and:

- (a) such reconstruction shall be undertaken in stages;
- (b) each stage of reconstruction shall be to the extent that such road lies within or abuts a stage of subdivision;
- (c) the reconstruction of each stage of the roadworks shall be undertaken concurrently with the development of the adjacent or abutting stage of subdivision; and
- (d) for the purposes of this Agreement such stages of reconstruction shall be deemed to be works required pursuant to clause 4.1.

5.1 It is agreed by the Responsible Authority and the Owner that the west section and the east section of the Through Road depicted in Schedule 5 (ii) need only be constructed to single carriageway width until -

(a) (i) the Responsible Authority as the Council under the Subdivisions Act 1988 ^{certifies} ~~seals~~ any plan of subdivision

- 10 -

creating 300 or more residential allotments in the western section as depicted in Schedule 5; or
 (ii) 3000 vehicles movement per day are generated at the intersection of the western access road and Bullunwall Road

(whichever be the sooner) whereupon the Company will forthwith commence the construction of the western section of the Through Road to its full design width in accordance with Schedule 5 (i) and complete those works to the satisfaction of the Responsible Authority within 12 months from the date of the commencement.

(b) (i) the Responsible Authority as the Council under the Subdivisions Act 1988 ^{constitutes} seals any plan of subdivision creating 300 or more residential allotments in the eastern and central sections as depicted in Schedule 5; or

(ii) 3000 vehicle movements per day, are generated at the intersection of the said Through Road and Ormeo Highway

(whichever be the sooner) whereupon the Company will forthwith commence the construction of the eastern section of the Through Road to its full design width in accordance with Schedule 5 (i) and complete those works within 12 months from the date of commencement.

5.2 On or before the date that the Company is required to commence works pursuant to Clause 5.1 the Company shall at its expense lodge with the Responsible Authority a guarantee by a bank or other financial institution acceptable to the Responsible Authority and in a form satisfactory to the Responsible Authority in an amount equal to the estimated cost of construction of those works guaranteeing the due and proper completion of those works provided that it is expressly acknowledged by the Company that the Responsible Authority will not be obliged to ^{constitute} seal any Plan of Subdivision in either the west section or the east and central section creating 300 or

- 11 -

more residential allotments in either such section until the guarantee in respect of the works required to be commenced as a consequence of that sealing, has been lodged with the Responsible Authority.

5.3 Clauses 4.7 to 4.13 shall apply mutatis mutandis to the construction of the works required by this clause.

6.1 The Company will give to the Responsible Authority a guarantee by a bank or other acceptable financial institution in a form satisfactory to the Responsible Authority for an amount not exceeding the estimated cost of the works to be carried out by the Company under any and each requirement imposed by the Responsible Authority on any stage or stages of the development before commencing work on the stage to which such requirement relates unless there already exists a satisfactory guarantee in respect of those works under which the bank or other institution guarantees to the Responsible Authority payment by the Company of all or any moneys which may become payable by the Company to the Responsible Authority under this Agreement in respect of the works the subject of the requirement.

6.2 (a) The guarantees to be given under Clauses 4.5, 5.2 and 6.1 shall be partially discharged from time to time upon the Engineer delivering to the Guarantor a certificate in writing certifying that such part or parts of the works done have been constructed or executed to the satisfaction of the Responsible Authority and that payment therefor, if the case requires, has been made by the Company provided that the guarantee is not reduced below the estimated cost of the works remaining to be completed.

(b) The guarantee shall be finally discharged upon the Engineer delivering to the Guarantor a certificate in writing that all the works to be constructed by the Company have been constructed executed and maintained to the satisfaction of the Responsible Authority.

- 12 -

- 6.3 It is agreed that during the maintenance period of the works referred to Clauses 4 and 5 hereof the Responsible Authority shall be entitled to require the Company to pay to it or lodge a bank guarantee (or guarantees) for an amount equal to five per cent of the actual cost of construction of the western access road, the said bridge and the works required pursuant to Clause 5.
- 7.1 The roads within the subject land specified in Schedule 5 (ii) hereof shall be constructed to the satisfaction of the Responsible Authority to a like standard to that usually required by the Responsible Authority for comparable roads constructed pursuant to the Local Government Act 1989.
- 7.2 The Company shall provide reticulated underground electricity, reticulated water supply and reticulated sewerage services to each allotment created on the subject land to the satisfaction of the Responsible Authority prior to the commencement of the use of such allotment for residential purposes provided that underground electricity need not be provided to the allotments in Stage 1A in the eastern sector.
- 7.3 The Company undertakes:-
- (a) to undertake the basic grading and surface drainage of all reserves;
 - (b) to develop on such reserves as may be reasonably required by the Responsible Authority, car parking areas to the satisfaction of the Responsible Authority;
 - (c) to undertake the planting of all reserves for public resort and recreation which are generally located above the designated flood prone area depicted in Schedule 6 hereto with grass or pasture (as appropriate) and to plant such trees or shrubs as are consistent to the satisfaction of the Responsible Authority.
 - (d) to provide a reticulated water supply throughout each reserve generally located above the designated flood prone area depicted in Schedule 6 hereto sufficient to enable spray irrigation facilities to be operated therefrom.

- 13 -

- (e) to fully develop all link paths (as designated in Schedule 5 (iii)) with footpaths (including bicycle paths where shown in Schedule 5 (iii)) and appropriate landscaping in accordance with plans and specifications to be approved by the Responsible Authority.
- (f) to submit with every application for a planning permit to subdivide land which includes therein any land generally located above the designated flood prone area depicted in Schedule 6 hereto to be set aside as a public resort and recreation reserve, a landscape development plan and program of works which are to be undertaken by the Company (at its cost) on all land to be set aside;
- (g) to erect such fencing around the area shown in Schedule 2 as a "Reserve for Conservation Purposes" as is considered necessary by the Responsible Authority to prevent unauthorized public access thereto, and upon the completion of such fencing surrender ownership of the said land to the Crown.

7.4 The Company hereby covenants that concurrently with the development of the stages of the subdivision it will develop the pedestrian/bicycle network depicted in Schedule 5 (iii) to the satisfaction of the Responsible Authority.

7.5 The owner of any allotment having an abuttal to a road which is delineated as a Through Road or a Major Collector "A" or "B" Road on the Road Hierarchy Plan and upon which is located or proposed to be constructed a shared footway or bike path shall not construct, maintain or allow to grow any fence, hedge or any other vegetation screen having a height in excess of 1 metres within 3 metres of such abuttal.

7.6 (a) The Company agrees that the owner of each allotment on the subject land which abuts a reserve depicted on any plan of subdivision of the subject land or any part thereof shall be solely responsible for the cost of fencing the boundary between such allotment and such reserve to the intent that the person or body in which such reserve is vested or which

- 14 -

owns such reserve shall not be liable for any costs of fencing such boundary:

- (b) It is agreed between the Responsible Authority and the Company that any allotment which is, as to part, within an area the designated flood prone area depicted in Schedule 6 hereto shall not have erected upon that part of such allotment as lies/such ^{boundary} line any substantial improvements other than fencing of a post and wire construction and landscaping to an extent satisfactory to the Responsible Authority. + BT

7.7 (a) This clause will not limit or restrict the powers of the Council under the Subdivisions Act 1988 or the Local Government Act 1989 to require the owner of any part of the subject land in respect of which an Application is made to the Council for Subdivision to undertake -

- (i) to cause to be provided the works of drainage specified by the Council;
- (ii) to contribute towards the cost of existing or future works for the acceptance of surface and stormwater from the land whether or not such a works have been or will be situated within the boundaries of the land; and
- (iii) where the requirement is made pursuant to a condition of a planning permit by a referral authority to give or cause to be given to the Council a written statement from the appropriate statutory authority that an agreement has been entered into with that authority in relation to such drainage.

- (b) The Company undertakes and agrees that it will construct outfall drainage for the acceptance of surface and stormwater from each stage being developed in accordance with plans and specifications approved of by the Council and secure or carry out and complete such construction to the satisfaction of the Engineer prior to the completion of

- 15 -

sale, transfer, assignment or otherwise disposal of any of the allotments on that stage.

- (c) Such outfall drainage shall be designed and constructed with sufficient capacity to cater for drainage from all stages on the subject land developed or to be developed which will flow through the drainage system on the stage being developed.
- (d) The Company will obtain any necessary easements of drainage over the land lying between the stage being developed and the Mitchell River Backwater or other lawful point of discharge approved of by the Responsible Authority to enable the land in the stage being developed to lawfully drain to the Mitchell River Backwater or such other lawful point of discharge.
- (e) In respect of that land in the west section shown in Schedule 5 which drains towards the Mitchell River Backwater, provided that the land is being developed in stages in the order indicated on the staging plan in Schedule 5 hereto or as otherwise agreed by the Responsible Authority under Clause 3.1 hereof and is subject as is hereinafter provided were the stage being developed^{and} separated from the Mitchell River Backwater or other lawful point of discharge by the land which -
- (i) comprises one or more stages of development depicted in Schedule 5 or the land depicted as currently withheld from development in Schedule 2;
 - (ii) includes the route for the outfall drainage from the stage being developed to the Mitchell River Backwater; and
 - (iii) is then undeveloped and not under construction -

(in this clause hereafter called "the intermediate land") the outfall drain beyond the boundary of the stage being developed need not be constructed otherwise than at the time and as part of the development of the stages in the

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- 16 -

intermediate land and the owner for the time being of the intermediate land shall unconditionally accept the discharge onto and across the intermediate land to the Mitchell River Backwater or other lawful point of discharge of drainage from such outfall drain.

(f) If any stage of the intermediate land is sold by the Company prior to the construction thereon of the outfall drain in the manner provided for in sub-paragraphs (b) and (c) hereof, then and in that case the Company will lodge with the Council a guarantee by a bank or other financial institution acceptable to the Responsible Authority in a form satisfactory to the Responsible Authority in an amount equal to the estimated cost of construction of the outfall drain in that stage guaranteeing the due and proper completion of those works in accordance with the provisions of sub-paragraphs (b) and (c) hereof.

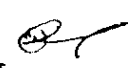
(g) Prior to the development of:-

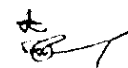
(i) Any stage depicted in Schedule 5 which will drain across the land depicted in Schedule 2 as currently withheld from development (in this sub-clause called "the withheld land") the Company will construct outfall drainage in accordance with sub-clause (b) of this clause across the withheld land; and

(ii) any stage of the development in the central section depicted in Schedule 5 the Company will construct outfall drainage in accordance with sub-clause (b) of this clause connecting the said central section with Goose Fully to the satisfaction of the Responsible Authority and shall obtain any easements of drainage for the purpose of such outfall drain or drains (which the municipal council certifies is or are necessary for the economical and efficient subdivision of the Company's land) in accordance with sub-clause (d) of this clause.

7.8 (a) Where any allotment is created on the subject land which has an abuttal to the bank (as defined in the Water Act 1958) of the Mitchell River Backwater (hereinafter called "the Backwater") the Company shall as and when thereafter requested by the Department of Conservation Forests and Land grant easement rights over that part of each such allotment as lies within 20 metres of such bank to Her Majesty Queen Elizabeth the Second in the right of the State of Victoria (hereinafter called "the Crown") as the person in whom the bed and banks of the Backwater are vested pursuant to the provisions of the Water Act 1958 to permit officers, servants and agents of the Crown with such vehicles and equipment as are reasonably necessary entering upon that land from time to time and carrying out works for the purpose of maintaining the bed and banks of the Backwater.

(b) No fence shall be constructed on any such allotment within 20 metres of such bank other than along the common boundary between such an allotment and a District Park and any fence along such common boundary shall include gates appropriate for the exercise of easement rights granted or liable to be granted under sub-section (a) of this clause.

8.1 Where in this Agreement it is provided that any matter or thing shall be done to the satisfaction of the Responsible Authority the Responsible Authority shall include in each permit under the ^(Town) ~~Town~~ of Bairnsdale Planning Scheme for the use or development comprising, including or to which such matter or thing relates, a condition that such matter or thing shall be done to the satisfaction of the Responsible Authority. 

8.2 In the event of a dispute arising as to whether any such matter or thing has been done to the satisfaction of the Responsible Authority within the terms of a condition ⁱⁿ ~~is~~ such a permit and either party refers the matters in dispute to the Administrative Appeals Tribunal for the decision pursuant to Section 80 of the 

- 18 -

Planning and Environment Act 1987, the decision of the Administrative Appeals Tribunal shall be final for the purposes of this Agreement and given effect to by the Responsible Authority and the Company.

9.1 It is agreed that the site for ancillary facilities depicted on the plan in Schedule 2 hereto shall be set aside for those purposes unless the Responsible Authority and the Company agree to an alternative site for such facilities and that if needs be, the Council with the terms and conditions of this Agreement and insofar as it is lawfully able to do so initiate and take all steps necessary to expedite such amendments of the Planning Scheme as required to permit such of those sites to be used for the purpose designated.

9.2 Save for the sites designated in Schedule 2 hereto or any alternative sites agreed between the Responsible Authority and the Company no part of the subject land shall be developed or used for the purpose of a shop.

9.3 It is the intention of the Company that the land will be subdivided, developed and used generally, for residential purposes in the manner shown in Schedule 2 but this Agreement will not prevent any owner for the time being of any allotment making application for the use or development of any part of that land for a purpose permissible under the Planning Scheme but not otherwise inconsistent with the aforesaid intent.

10. The Company agrees that in the event of the Responsible Authority advising it that it desires to purchase any part of the subject land for community facilities which would complement the use and development of the subject land as a residential estate it will sell each such site as ^{is} designated by the written notice given to it by the Responsible Authority to the Responsible Authority.

(a) in respect of the site or sites in total not exceeding 4800 square metres in area for an amount equivalent to the same

- 19 -

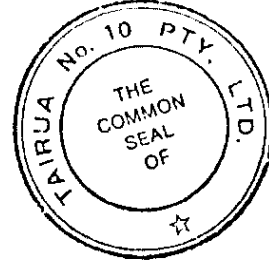
proportion of the actual cost of developing the subject land and including the stage of development creating each such site as the area of such site bears to the total area of the allotments created on the subject land up to and including the said stage; and

(b) in respect of any site or sites or part of a site whereby the total area sold pursuant to this clause exceeds 4,800 square metres for an amount equivalent to the then market value of the land sold as agreed or in default agreement as valued by a valuer nominated by the President for the time being of the Victorian Division of the Australian Institute of Valuers the fee of such valuer to be borne equally by the Company and the Responsible Authority.

11. Nothing in this Agreement shall fetter the Company's right of appeal in relation to any condition imposed in any permit or against any determination refusing to grant a permit or a determination of the Responsible Authority that it is not satisfied in respect of any matter which is satisfaction save for any such matter which is specifically provided for herein.
12. Subject to the Company having carried out and completed all its covenants and agreements hereunder to the reasonable satisfaction of the Responsible Authority this Agreement shall lapse upon the completion of the development specified in schedule 2 hereto.
13. The Company agrees to all things necessary to enable the Responsible Authority to enter a memorandum of this Agreement on the Certificate of Title to the subject land in accordance with Section 181 of the Planning and Environment Act 1987 including signing any further Agreement, acknowledgement or document to enable the said memorandum to be entered as aforesaid.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinbefore mentioned.

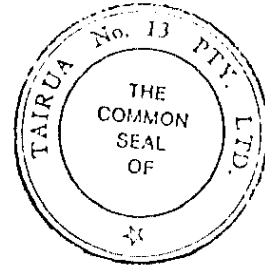
THE COMMON SEAL of TAIRUA NO. 10)
PTY. LTD. was hereunto affixed in)
accordance with its Articles of)
Association in the presence of:)



[Signature]
..... Director

[Signature]
..... Secretary

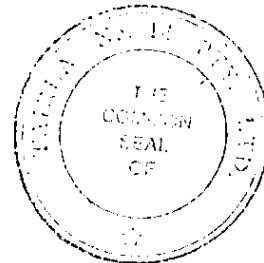
THE COMMON SEAL of TAIRUA NO. 13)
PTY. LTD. was hereunto affixed in)
accordance with its Articles of)
Association in the presence of:)



[Signature]
..... Director

[Signature]
..... Secretary

THE COMMON SEAL of TAIRUA NO. 14)
PTY. LTD. was hereunto affixed in)
accordance with its Articles of)
Association in the presence of:)



[Signature]
..... Director

[Signature]
..... Secretary

THE COMMON SEAL of the MAYOR)
COUNCILLORS AND RATEPAYERS OF THE)
TOWN OF BAIRNSDALE was hereunto)
affixed in the presence of:)

[Signature]
..... Councillor

[Signature]
..... Town Clerk

[Signature] MAYOR

- 21 -

SCHEDULE 1

SUBJECT LAND

TAIRUA NO. 10 PTY. LTD.

(i) Lot 24 on Plan of Subdivision No. 2677 Parish of Wy Yung and being the whole of the land described in Certificate of Title Volume 3299 Folio 782.

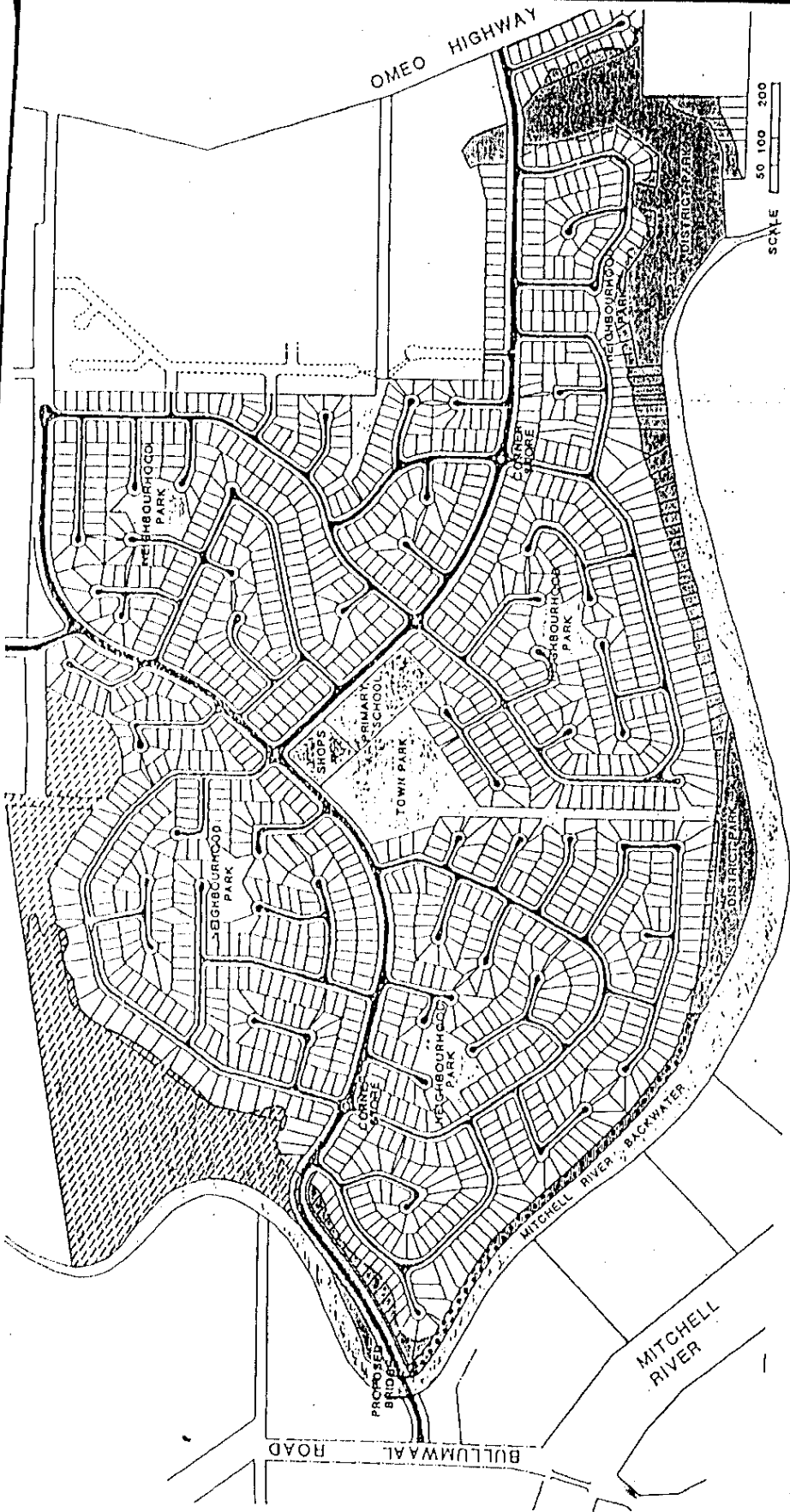
(ii) Certificate of Title Volume 9791 Folio 339.

TAIRUA NO. 13 PTY. LTD.




Certificate of Title Volume 9809 Folio 357.

TAIRUA NO. 14 PTY. LTD.

Certificate of Title Volume 9740 Folio 041.



OUTLINE DEVELOPMENT PLAN

-  RESERVE FOR CONSERVATION PURPOSES
-  LAND CURRENTLY WITHHELD FROM DEVELOPMENT
-  AREA OF NATURAL BEAUTY AND INTEREST


SCHEDULE 2

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SCHEDULE 4

PROPOSED AMENDMENT NO. 1: PROPOSED AMENDMENT NO. 2

-  RESIDENTIAL DEVELOPMENT ZONE
-  RESIDENTIAL DEVELOPMENT ZONE
-  AREA OF NATURAL BEAUTY AND INTEREST

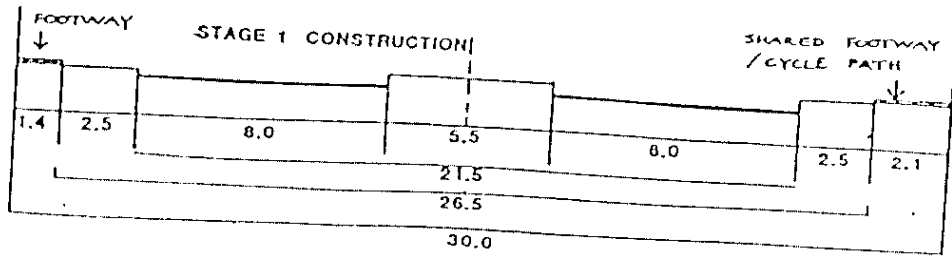
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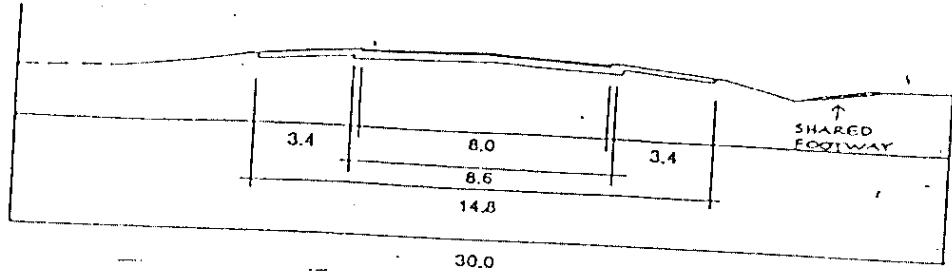
SCHEDULE 5
STAGED DEVELOPMENT PLAN

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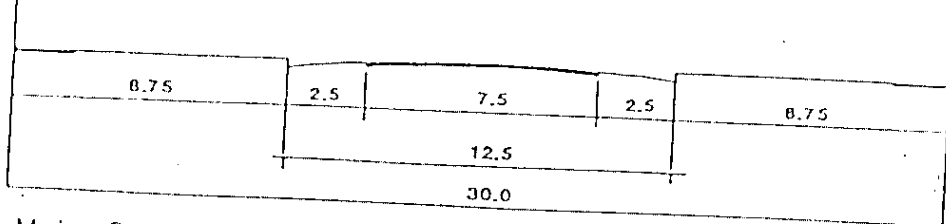
1 Through Road dual carriageway



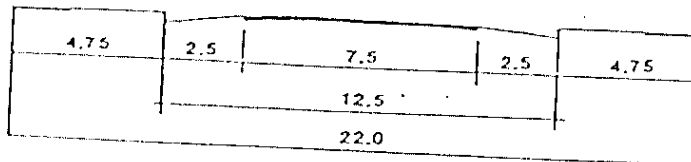
2 Western Access Road undivided carriageway



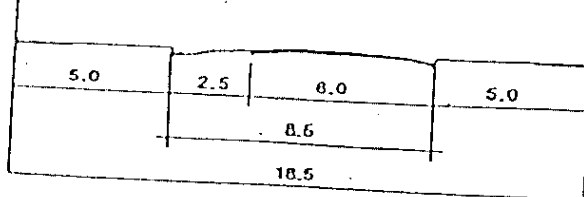
3 Major Collector Road A



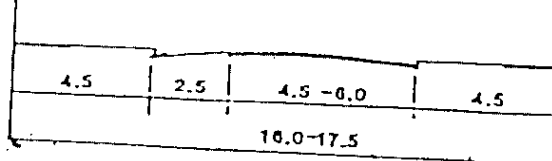
Major Collector Road B



4 Minor Collector Road



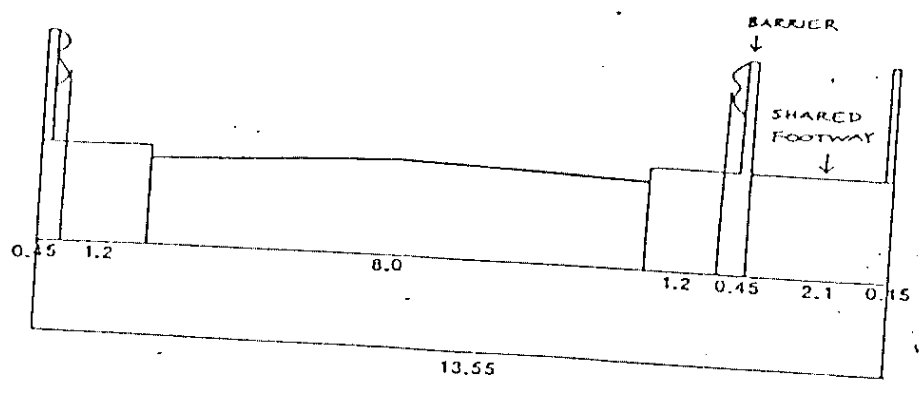
5 Local Street



Schedule 5(i)

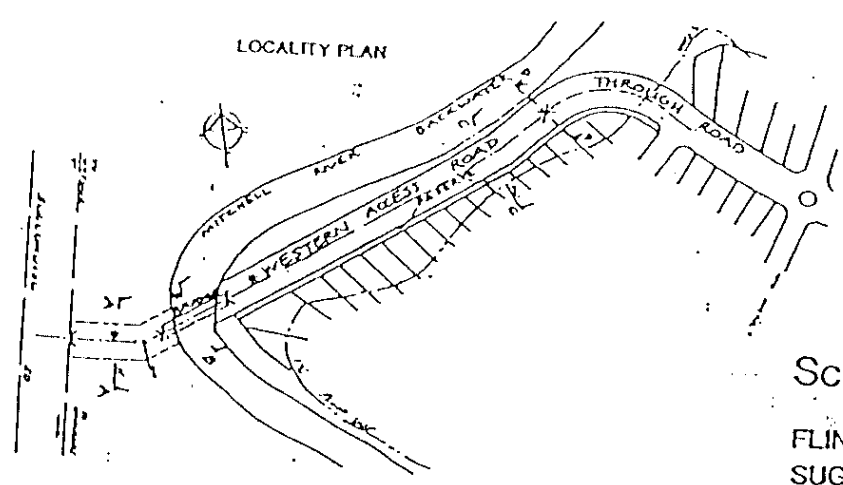
FLINN ESTATE
SUGGESTED
CROSS SECTIONS

6 Backwater Bridge Cross-Section



LOCALITY PLAN

- CROSS-SECTION A-A AND C-C : WESTERN ACCESS ROAD UNDIVIDED CARRIAGEWAY
- CROSS-SECTION B-B : BACKWATER BRIDGE
- CROSS-SECTION D-D : THROUGH ROAD DUAL CARRIAGEWAY



Schedule 5(i)
continued
FLINN ESTATE
SUGGESTED CROSS
SECTIONS



SCHEDULE 5(ii) ROAD HIERARCHY

- 1 THROUGH ROAD DIVIDED GARRIAGEWAY (30 METRE RESERVE)
- 2 WESTERN ACCESS ROAD UNDIVIDED CARRIAGEWAY (30 METRE RESERVE)
- 3 MAJOR COLLECTOR A (30 METRE RESERVE)
- MAJOR COLLECTOR B (22 METRE RESERVE)
- MINOR COLLECTOR (18.5 METRE RESERVE)

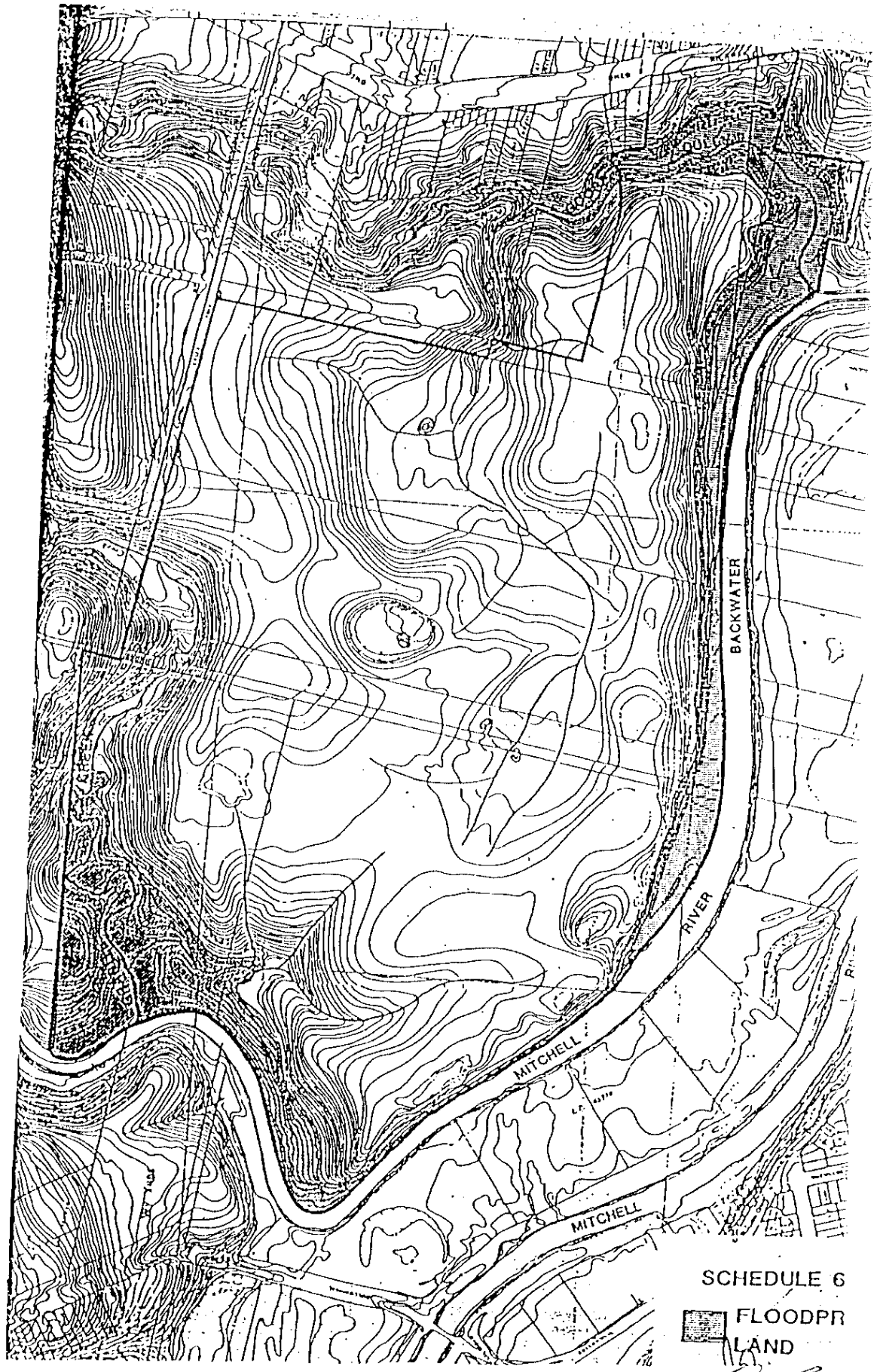
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PEDESTRIAN/BICYCLE NETWORK

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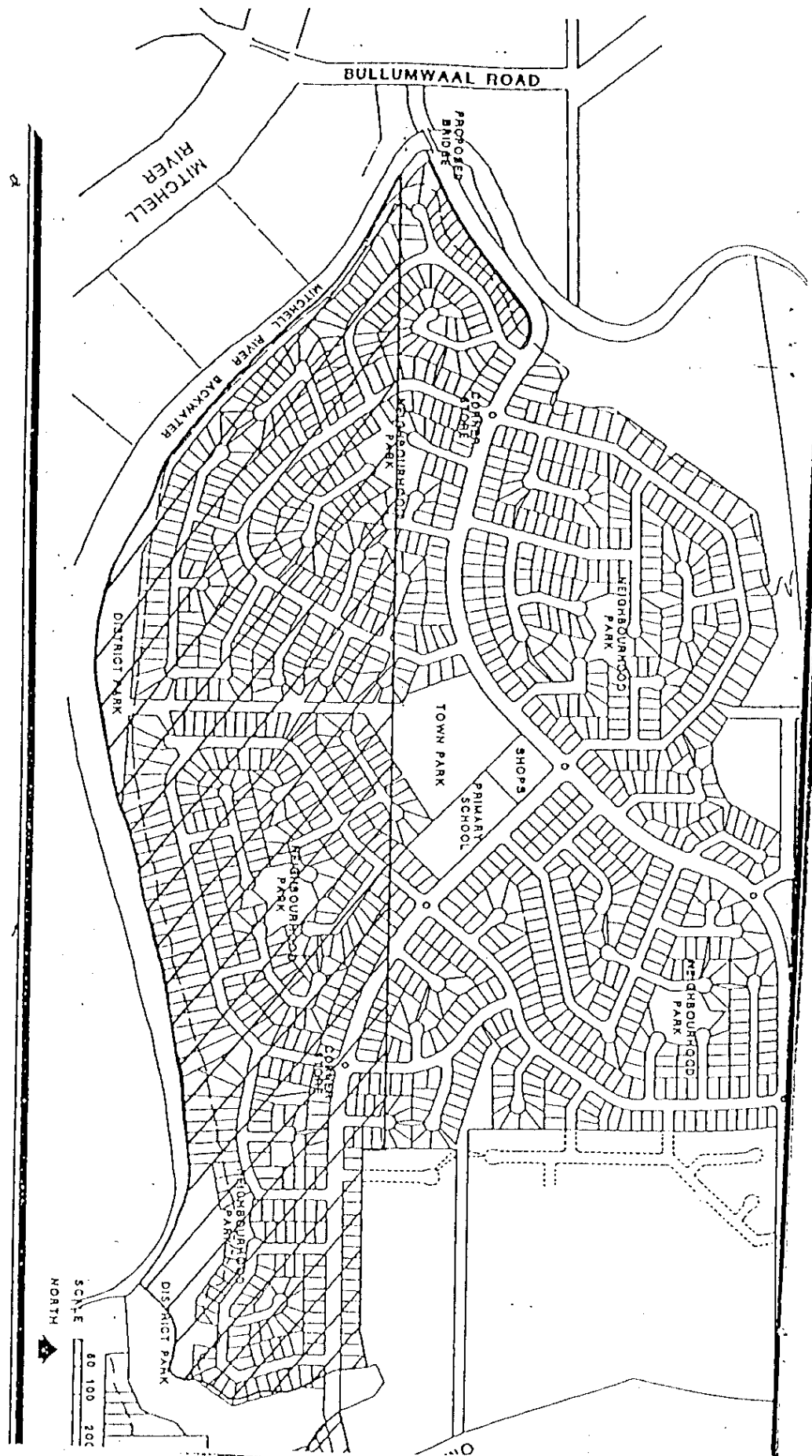
SCHEDULE 6
FLOODPR
LAND

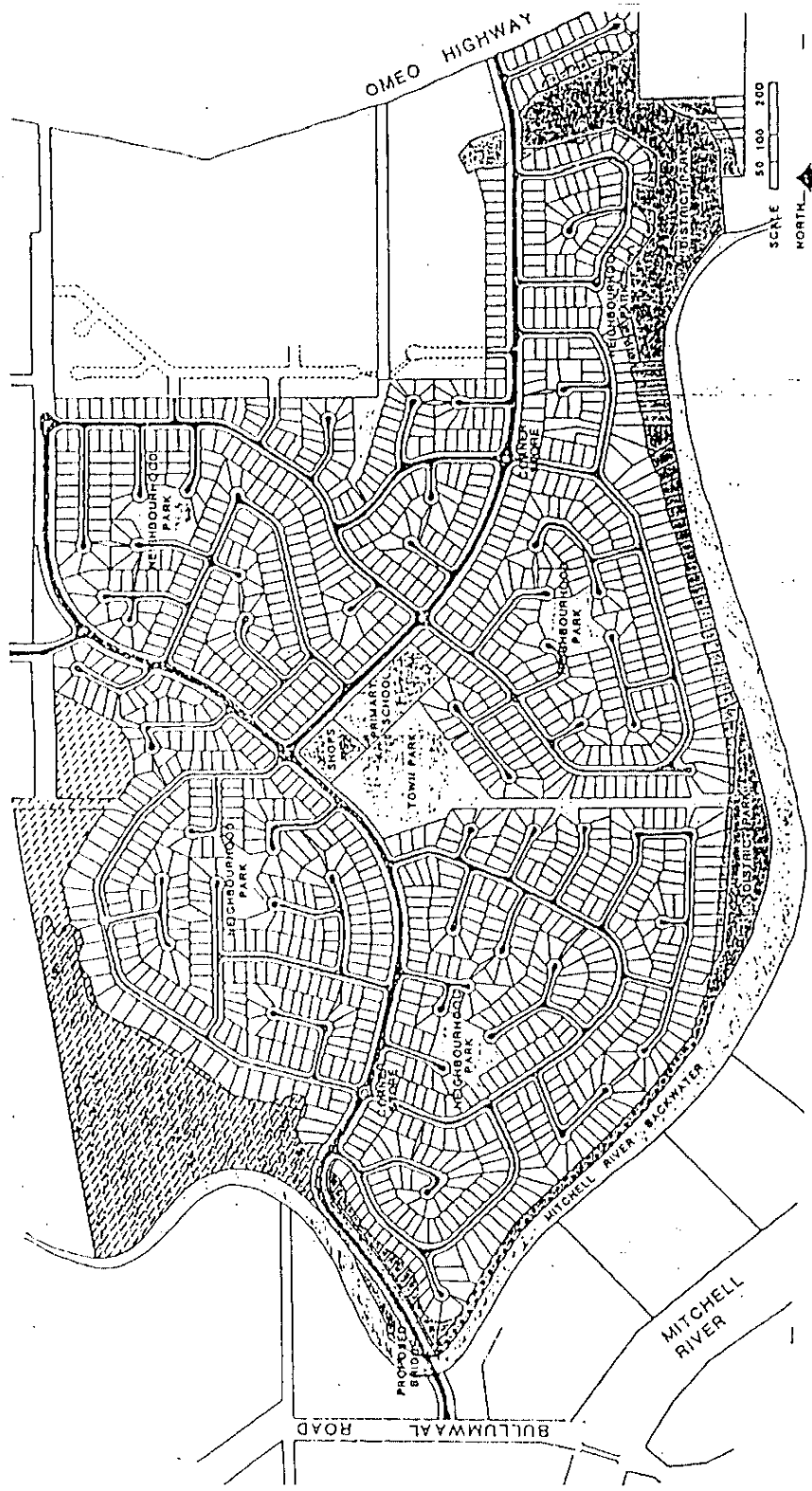


Titles Office

PHOTO COPY SUPPLIED;
16 JAN 1989

SCHEDULE 3
LAND CURRENTLY WITHIN
RESIDENTIAL DEVELOPMENT ZC





OUTLINE DEVELOPMENT PLAN

- RESERVE FOR CONSERVATION PURPOSES
- LAND CURRENTLY WITHHELD FROM DEVELOPMENT
- AREA OF NATURAL BEAUTY AND INTEREST

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61

TOWN OF BAIRNSDALE PLANNING SCHEME

AMENDMENT NO. 60

PART A - GENERAL

1. Title

This Planning Scheme may be cited as the Town of Bairnsdale Planning Scheme, Amendment No. 60.

2. Arrangement of Scheme

This Planning Scheme is comprised of the following parts:

- Part I - General
- Part II - Variation of the Principal Scheme

3. Interpretations

"Approval Date" means the date on which notice of approval of the Planning Scheme by the Governor-in-Council was published in the Government Gazette.

"Principal Scheme" means the Town of Bairnsdale Planning Scheme approved by the Governor-in-Council on the 23rd day of November, 1976, as amended.

4. Application of Scheme

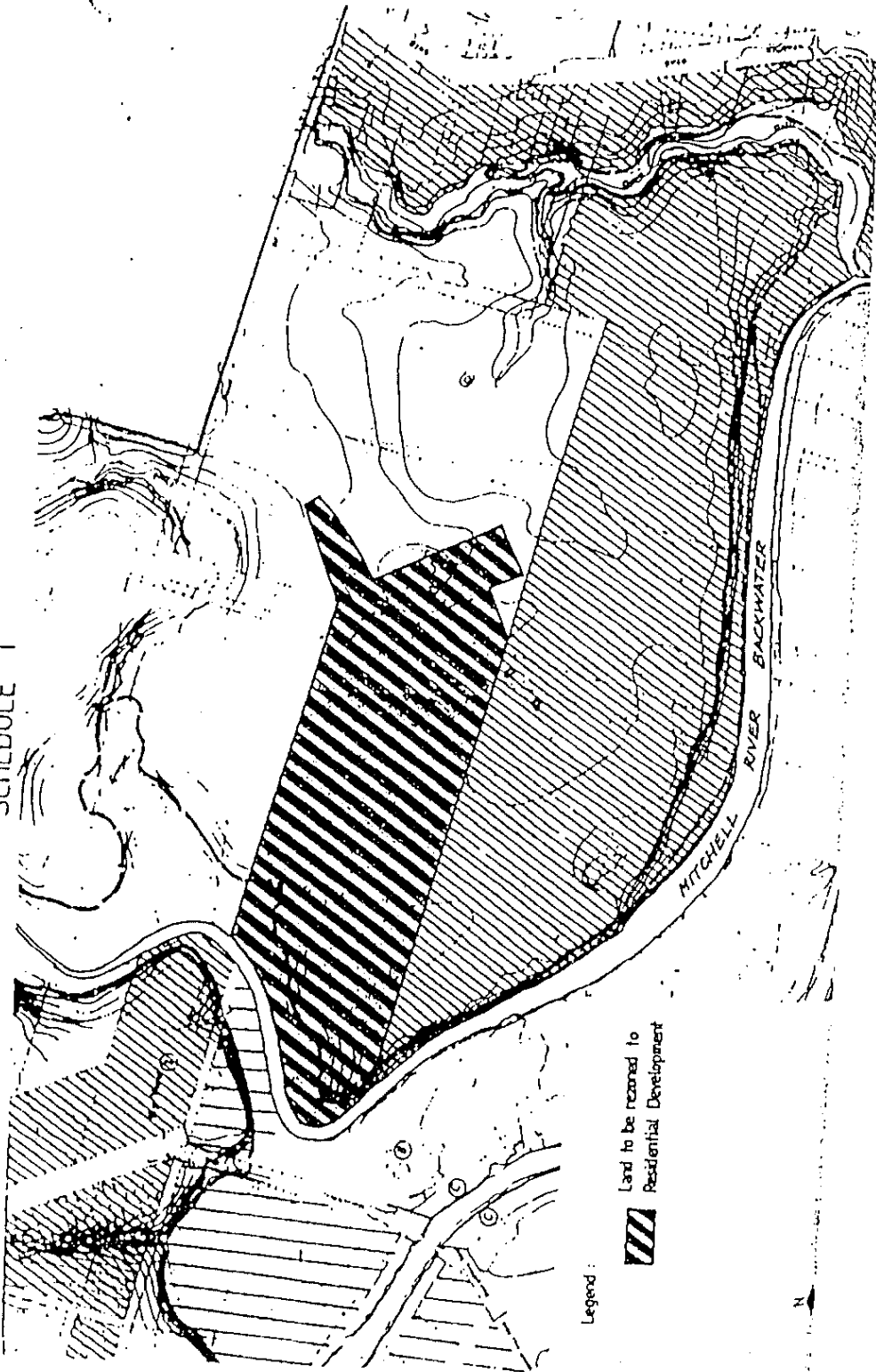
After the approval date the Principal Scheme shall be amended and varied in the manner and to the extent shown in Part II hereof, and such Principal Scheme and the variation herein shall be read and construed as one.


PART B - VARIATION OF THE PRINCIPAL SCHEME

5. Planning Scheme Map

The Planning Scheme Map of the Principal Scheme shall be varied in the manner and to the extent shown on the map attached as Schedule 1 hereto.

TOWN OF DAINSDALE PLANNING SCHEME
AMENDMENT N° 60
SCHEDULE 1



Legend:
 Land to be rezoned to Residential Development

TOWN OF BAIRNSDALE PLANNING SCHEME

AMENDMENT NO. 62

PART A - GENERAL

1. Title

This Planning Scheme may be cited as the Town of Bairnsdale Planning Scheme, Amendment No. 62.

2. Arrangement of Scheme

This Planning Scheme is comprised of the following parts:

- Part I. - General
- Part II - Variation of the Principal Scheme

3. Interpretations

"Approval Date" means the date on which notice of approval of the Planning Scheme by the Governor-in-Council was published in the Government Gazette.

"Principal Scheme" means the Town of Bairnsdale Planning Scheme approved by the Governor-in-Council on the 23rd day of November, 1976, as amended.

4. Application of Scheme

After the approval date the Principal Scheme shall be amended and varied in the manner and to the extent shown in Part II hereof, and such Principal Scheme and the variation herein shall be read and construed as one.

PART B - VARIATION OF THE PRINCIPAL SCHEME

5. Planning Scheme Map

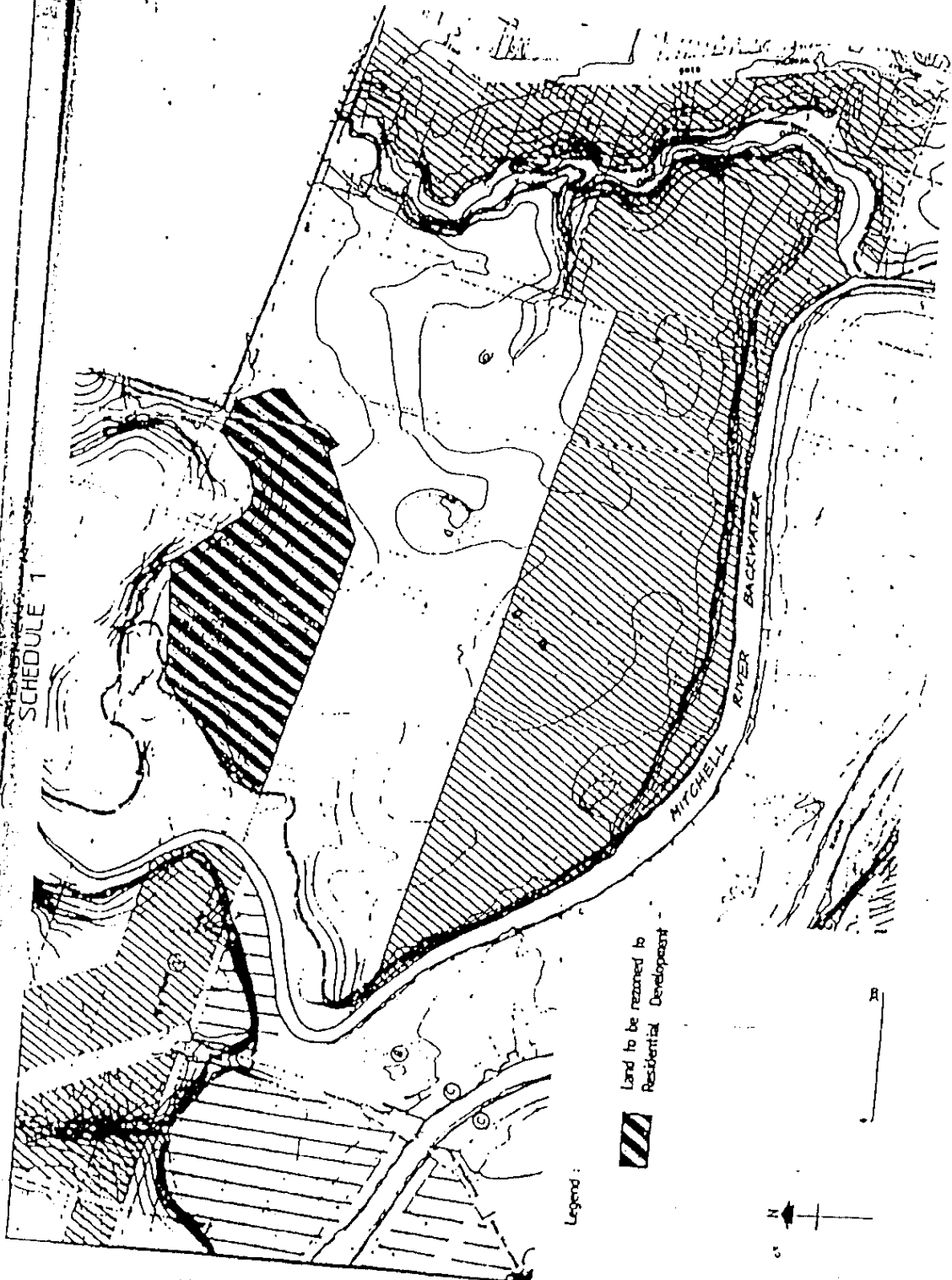
The Planning Scheme Map of the Principal Scheme shall be varied in the manner and to the extent shown on the map attached as Schedule 1 hereto.

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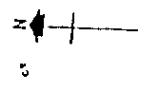


SCHEDULE 1

Land to be rezoned to Residential Development



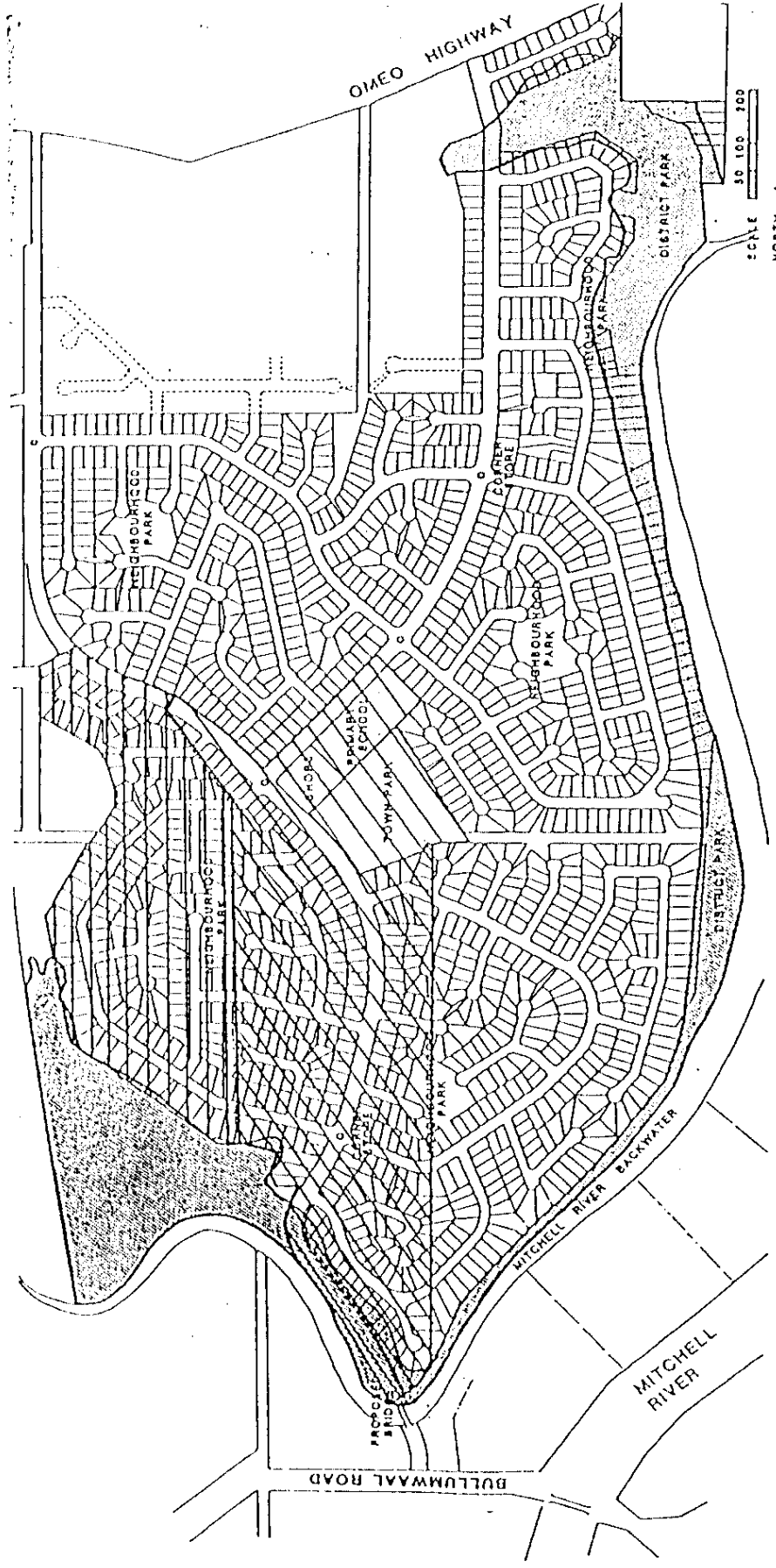
Legend:



18-10-87 FRI 16:15




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NO. 85



SCHEDULE 4

PROPOSED AMENDMENT NO. 1. PROPOSED AMENDMENT NO. 2

-  RESIDENTIAL DEVELOPMENT ZONE
-  AREA OF NATURAL BEAUTY AND INTEREST
-  RESIDENTIAL DEVELOPMENT ZONE

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DATED

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TAIRUA NO. 10 PTY. LTD.
TAIRUA NO. 13 PTY. LTD. and
TAIRUA NO. 14 PTY. LTD.

-and-

THE TOWN OF BAIRNSDALE

AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE TOWN AND
COUNTRY PLANNING ACT 1987.

CARROLL & DILLON
Solicitors
2nd Floor
84 William Street
MELBOURNE 3000

Tel: (03) 670 5407
Ref: JEM 88/800070

DATED 5TH MARCH 1990

THE TOWN OF BAIRNSDALE

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 PLANNING AND ENVIRONMENT
ACT 1987

MADDOCK LONIE & CHISHOLM
Solicitors,
440 Collins Street,
Melbourne.

602 5677 YP:JEP 295/20931

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 16 September 2024 04:07 PM

PROPERTY DETAILS

Address: **50 LORIMER DRIVE EASTWOOD 3875**

Lot and Plan Number: **Lot 36 PS616894**

Standard Parcel Identifier (SPI): **36\PS616894**

Local Government Area (Council): **EAST GIPPSLAND** www.eastgippsland.vic.gov.au

Council Property Number: **95493**

Planning Scheme: **East Gippsland** [Planning Scheme - East Gippsland](#)

Directory Reference: **Vicroads 688 K3**

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**

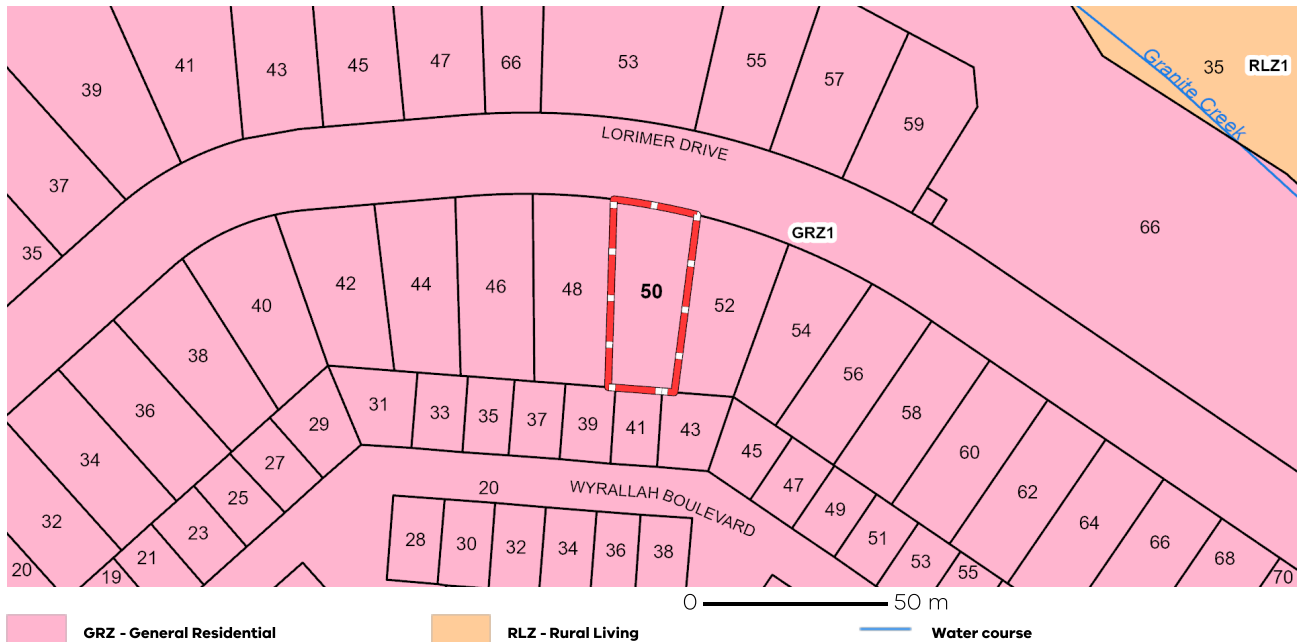
OTHER

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

[View location in VicPlan](#)

Planning Zones

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



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

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PLANNING PROPERTY REPORT

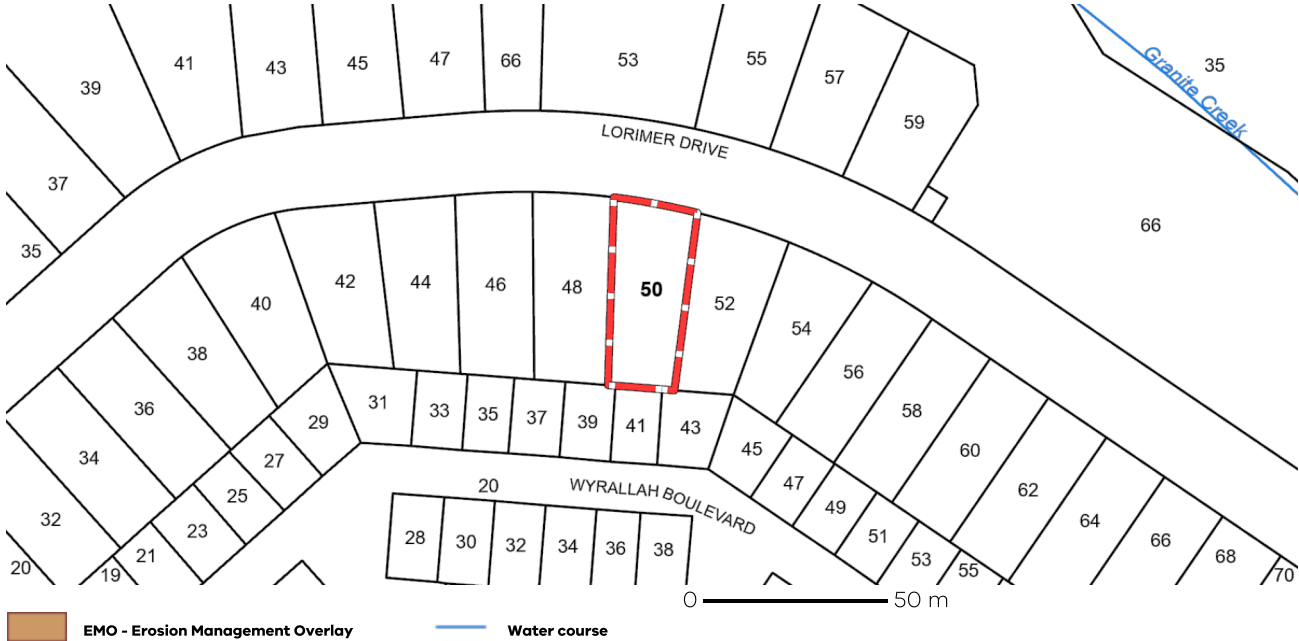
Planning Overlay

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)



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

PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

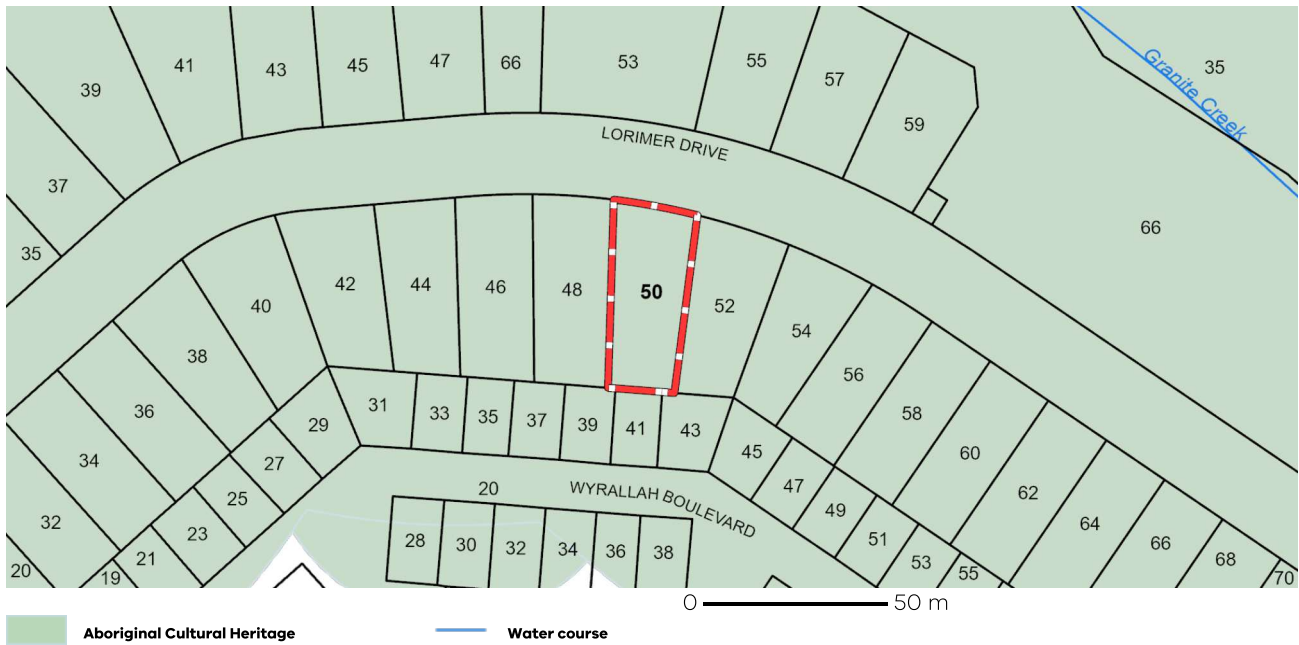
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 11 September 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 abut 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>

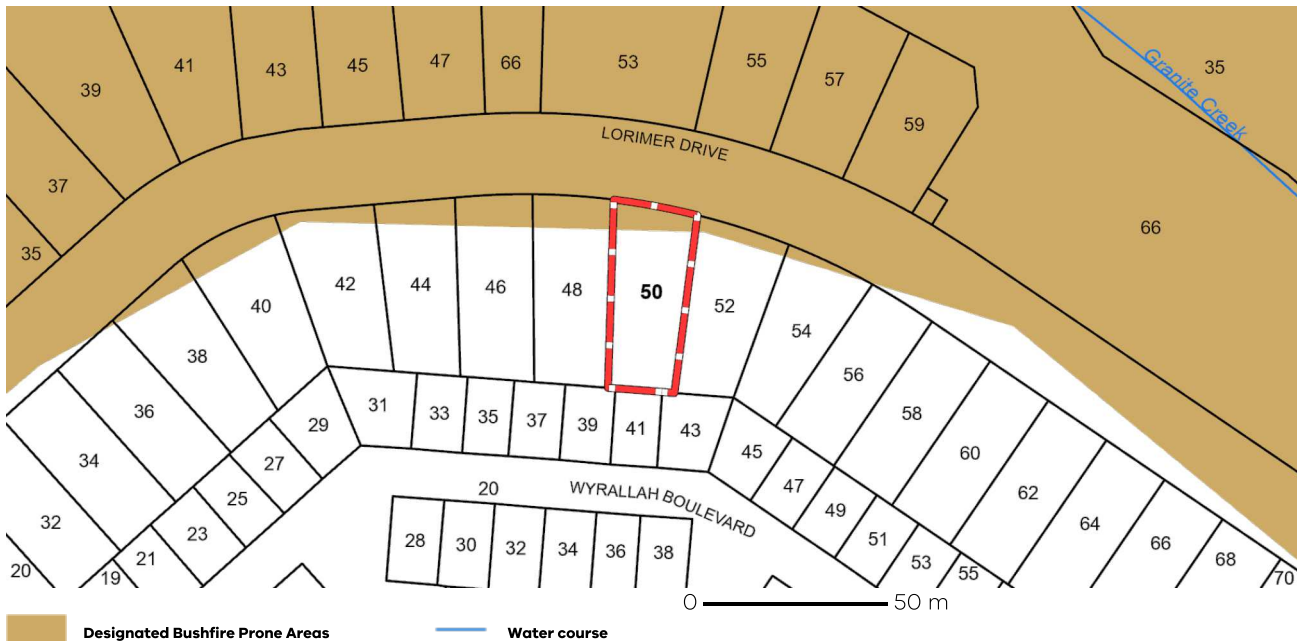
PLANNING PROPERTY REPORT

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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DATED

2024

BENJAMIN MICHAEL CALABRO AND ROISIN LOUISE CALABRO

VENDORS STATEMENT

Property: 50 Lorimer Drive, Eastwood VIC

East Vic Conveyancing Pty Ltd

6/26 Bailey Street
BAIRNSDALE VIC 3875
Tel: 0407 420 771
Fax:
Ref: BC:24159