

**PHILLIP DUNNING AND JUDITH MARGARET DUNNING**

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**VENDOR'S SECTION 32 STATEMENT**

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**Property: 34 Baybreeze Court, Capel Sound VIC**

**Port Phillip Conveyancing - Rosebud Branch  
Licensed Conveyancers**

Shop 1, 13 Rosebud Parade, Rosebud 3939

PO Box 406 Rosebud 3939

Tel: (03) 5981 1777

Ref: SB:ROS.4452

# 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	34 BAYBREEZE COURT, CAPEL SOUND VIC 3940
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Vendor's name	Phillip Dunning	Date
		/ /
Vendor's signature		
Vendor's name	Judith Margaret Dunning	Date
		/ /
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 total does not exceed: \$2,500.00

Authority	Amount	Interest (if any)
(1) Mornington Peninsula Shire Council	\$1,463.80	
(2) South East Water	\$643.36	

**Land Tax** – Land Tax is a charge on the property based on the value of the property on a single holding basis. It is dependant on the circumstances of the registered owner whether or not Land Tax is payable therefore the Purchaser should make their own enquiries as to whether or not this will be a charge that will be applicable to them.

### 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

### 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

## 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

☒ Attached is a certificate with the required specified information.

## 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:

Not Applicable

### 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:

NIL

### 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:

NIL

## 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

## 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 type="checkbox"/>
**Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor/s may terminated any account with a service provider before Settlement and the Purchaser may need to have the service re-connected.				

## 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 2000m<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	South East Water Information Statement
Register Search Statement	Planning Certificate
Plan of Subdivision	Vicplan Planning Property Report
Covenant	
Section 173 Agreement	

# 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

Page 1 of 1

VOLUME 10249 FOLIO 906

Security no : 124092522102C  
Produced 16/09/2021 04:45 PM

### LAND DESCRIPTION

Lot 11 on Plan of Subdivision 337047T.

PARENT TITLES :

Volume 10092 Folio 178      Volume 10244 Folio 179

Created by instrument PS337047T 19/09/1995

### REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

PHILLIP DUNNING

JUDITH MARGARET DUNNING both of 34 BAYBREEZE COURT CAPEL SOUND VIC 3940

AN739716Y 12/04/2017

### ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT U887620B 23/07/1997

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  
U496502S 08/11/1996

### DIAGRAM LOCATION

SEE PS337047T 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: 34 BAYBREEZE COURT CAPEL SOUND VIC 3940

DOCUMENT END



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<b>PLAN OF SUBDIVISION</b>		STAGE No. <b>1</b>	LTO USE ONLY <b>EDITION 2</b>	PLAN NUMBER <b>PS 337047 T</b>
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<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p>PARISH: <b>WANNAEUE</b></p> <p>TOWNSHIP: _____</p> <p>SECTION: <b>A</b></p> <p>CROWN ALLOTMENT: <b>12 (PART) &amp; 7 (PART)</b></p> <p>CROWN PORTION: _____</p> <p>LTO BASE RECORD: <b>BASE MAP 127</b></p> <p>TITLE REFERENCES: <b>VOL.10092 FOL.178</b></p> <p>LAST PLAN REFERENCE/S: <b>LOT 2 LP 135952</b></p> <p>POSTAL ADDRESS: (At time of subdivision) <b>BARRAGOWA DRIVE ROSEBUD WEST 3940</b></p> <p>AMG Co-ordinates (of approx centre of land in plan) <b>E 314 800      ZONE: 55 N 5750 360</b></p>	<p style="text-align: center;"><b>COUNCIL CERTIFICATION AND ENDORSEMENT</b></p> <p>COUNCIL NAME: <i>MORNINGTON PENINSULA SHIRE COUNCIL</i> REF: _____</p> <p>1. <del>This plan is certified under Section 6 of the Subdivision Act 1988.</del></p> <p>2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. <b>31/10/94</b></p> <p>3. <del>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 <del>has</del> has not been made.</p> <p><del>(ii) The requirement has been satisfied.</del></p> <p><del>(iii) The requirement is to be satisfied in Stage .....</del></p> <p>Council Delegate <del>Council Seal</del> Date <b>12 / 7 / 95</b></p> <p>Re-certified under Section 11(7) of the Subdivision Act 1988.</p> <p>Council Delegate Council Seal Date / /</p>
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<b>VESTING OF ROADS AND/OR RESERVES</b>	
IDENTIFIER	COUNCIL/BODY/PERSON
<b>ROADS R1</b>	<b>MORNINGTON PENINSULA SHIRE COUNCIL</b>

<b>NOTATIONS</b>	
STAGING	This is <del>is not</del> a staged subdivision. Planning permit No. <b>S. 1074/94A</b>
DEPTH LIMITATION	<b>DOES NOT APPLY</b>
<b>THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES</b>	

SURVEY. THIS PLAN IS ~~IS NOT~~ BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) **26, 346, Wb90B37, Wb90B38**  
IN PROCLAIMED SURVEY AREA No. **73**

<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: <b>12 / 9 / 95</b>	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	<div style="text-align: center;"> <b>LTO USE ONLY</b>  PLAN REGISTERED  TIME <b>9.30 AM</b>  DATE <b>19/9/95</b>    Assistant Registrar of Titles </div>	
<b>R1</b>	<b>WAY, DRAINAGE, SEWERAGE AND SUPPLY OF ELECTRICITY, WATER TELEPHONE &amp; GAS.</b>	<b>SEE DIAG.</b>	<b>THIS PLAN</b>	<b>LAND IN THIS PLAN</b>		
<b>E-1</b>	<b>DRAINAGE</b>	<b>2.50</b>	<b>THIS PLAN</b>	<b>MORNINGTON PENINSULA SHIRE COUNCIL</b>		
<b>E-1</b>	<b>SEWERAGE</b>	<b>2.50</b>	<b>THIS PLAN</b>	<b>SOUTH EAST WATER LIMITED</b>		

<p><b>MARCUS KALKMAN &amp; ASSOCIATES</b> CONSULTING SURVEYORS &amp; TOWN PLANNERS 1379 NEPEAN HIGHWAY ROSEBUD 3939 TELEPHONE 059 863255</p>	<p>LICENSED SURVEYOR (PRINT) <b>MARCUS KALKMAN</b></p> <p>SIGNATURE ..... DATE / /</p> <p>REF <b>2247</b>      VERSION <b>4</b></p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>ORIGINAL SHEET SIZE <b>A3</b></p>
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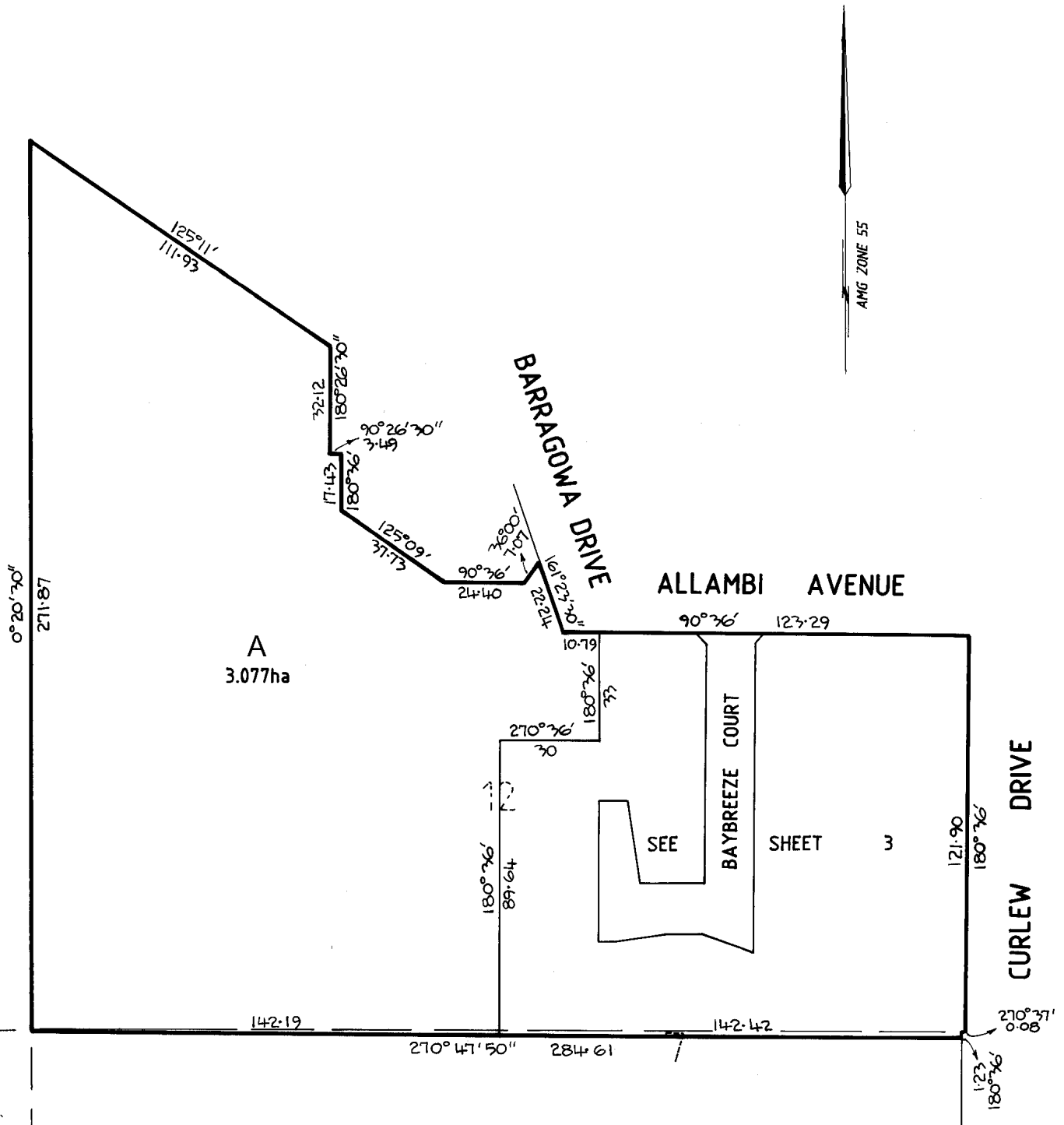
# PLAN OF SUBDIVISION

STAGE No.

1

PLAN NUMBER

PS 337047 T



## MARCUS KALKMAN & ASSOCIATES

CONSULTING SURVEYORS & TOWN PLANNERS  
1379 NEPEAN HIGHWAY ROSEBUD 3939  
TELEPHONE 059 863255

12.5 0 12.5 25 37.5 50 62.5  
LENGTHS ARE IN METRES

ORIGINAL  
SCALE SHEET  
1:1250 A3

LICENSED SURVEYOR (PRINT) **MARCUS KALKMAN**

SIGNATURE ..... DATE / /

REF **2247**

VERSION **4**

SHEET 2 OF 3 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

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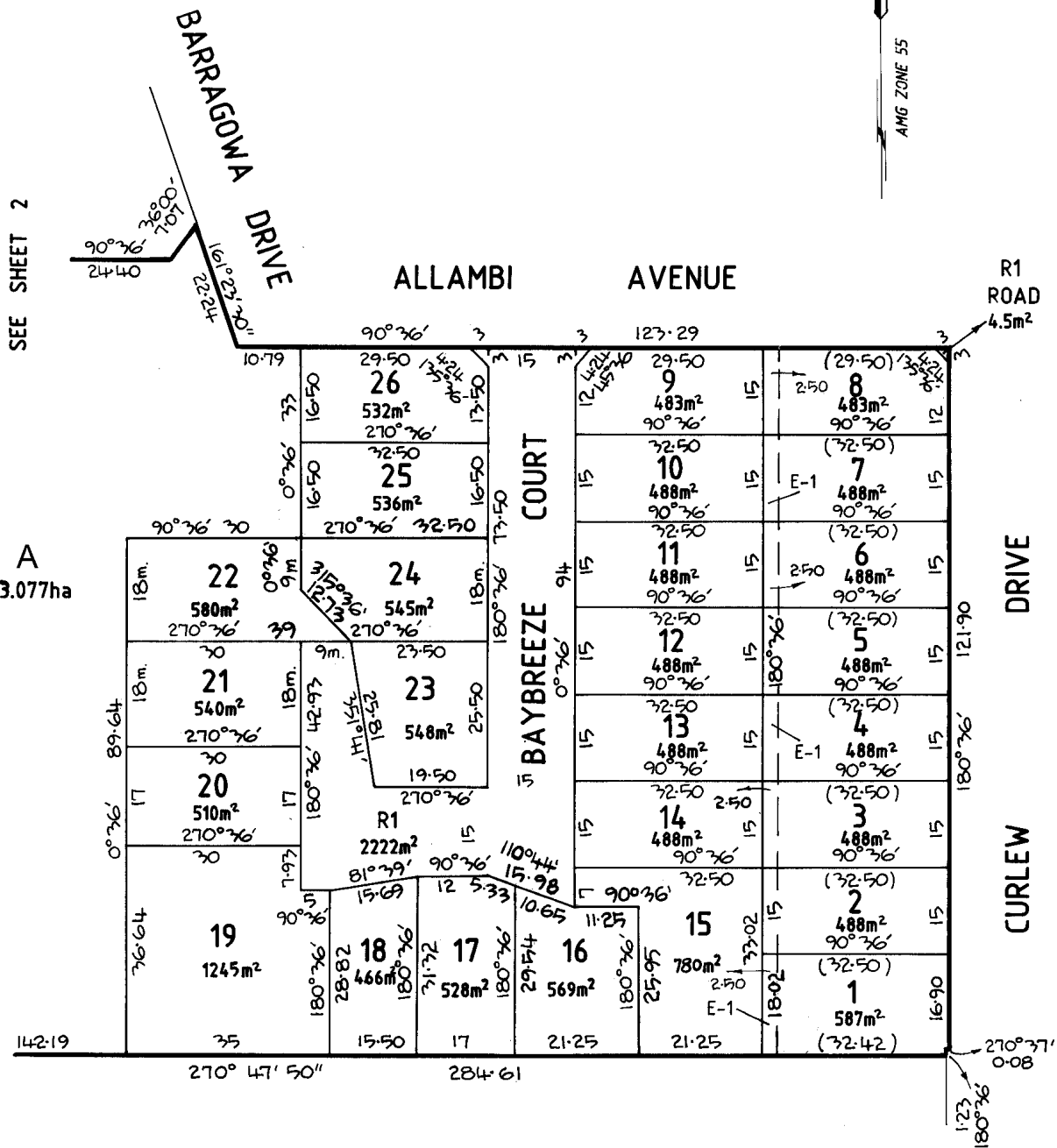
# PLAN OF SUBDIVISION

STAGE No.

1

PLAN NUMBER

PS 337047 T



## MARCUS KALKMAN & ASSOCIATES

CONSULTING SURVEYORS & TOWN PLANNERS  
1379 NEPEAN HIGHWAY ROSEBUD 3939  
TELEPHONE 059 863255

8 0 8 16 24 32 40  
LENGTHS ARE IN METRES

ORIGINAL  
SCALE SHEET  
SIZE  
1:800 A3

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SIGNATURE ..... DATE / /

REF 2247

VERSION 4

SHEET 3 OF 3 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

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# TRANSFER OF LAND

## Section 45 Transfer of Land Act 1958

Lodged by:

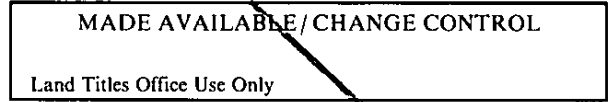
Name: MAD

Phone: .....

Address: .....

Ref.: .....

Customer Code: 200 9



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)  
VOLUME 10249 FOLIO 906

**IMAGED**

Estate and Interest: (e.g. "all my estate in fee simple")  
ALL ITS ESTATE IN FEE SIMPLE

Consideration: 000.00

Transferor: (full name)  
CALDER RISE PTY. LTD.

Transferee: (full name and address including postcode)  
KIM DENISE WILLIAMS of 1 Mathis Avenue, Tootgarook, 3941.

Directing Party: (full name)

Creation and/or Reservation and/or Covenant:

*Annexure A1*

Continued on T2 Page 2

Approval No. 002926L

ORDER TO REGISTER

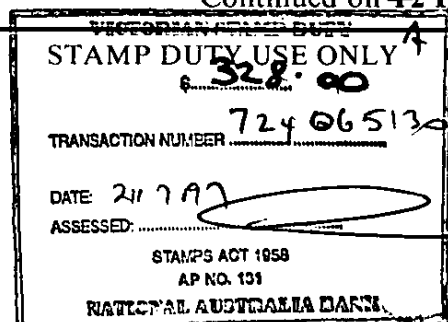
Please register and issue title to

**T2**



Signed

Cust. Code:



*AS 28.7.97*

THE BACK OF THIS FORM MUST NOT BE USED

AUSDOC Office L71A

# ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1  
Victorian Land Titles Office

This is page 2 of Approved Form A1 dated 30.6.97 between

Calder Rise Plc  
+ Kim Denise Williams

Signatures of the parties

SIGNED by the said Transferee  
in the presence of

Kim Williams

## Panel Heading

The Transferee hereby covenants with the Transferor and as a separate covenant with the registered proprietor or proprietors for the time being of every lot (except the Lot hereby transferred) and of every road or street shown on Plan of Subdivision No. 337047T lodged in the Office of Titles whether transferred by the Transferor before or after the transfer of the land hereby transferred to the intent that the burden of these covenants shall run with and bind the land hereby transferred and every part thereof and to the intent that the benefit of these covenants shall be annexed to and run with each and every lot (except the Lot hereby transferred) and road or street shown on the said Plan of Subdivision No. 337047T as part of and for the purpose of effectuating a general building scheme affecting the whole of the lots and roads or streets shown on the said Plan of Subdivision as follows, namely that the Transferee his heirs executors administrators and transferees shall not:-

1. Erect any building on the land except one residential dwelling with the usual and necessary garage carport and outbuildings.
2. Erect a main building on the land having a floor area of less than 110 square metres exclusive of any area of carport accommodation, external landings and patios.
3. (a) Construct external walls of any buildings erected on the land of any materials other than brick, brick-veneer or masonry PROVIDED THAT up to 50% of the total area of each external wall may be constructed of glass in timber or metal framing PROVIDED FURTHER that the external walls of any garden shed may be constructed of steel PROVIDED FURTHER that in the case of a two storey building the external walls of the upper storey may be constructed of timber if the actual walls of the lower storey are constructed of brick, brick-veneer or masonry.
- (b) Construct any roof on any building on the land of material other than terracotta tiles, masonry tiles or slate tiles and all being non-reflective.
- (c) Permit any transportable or relocatable dwelling to remain on the land.
4. Finish any external paint work in any colour other than muted earth tones or heritage colour schemes.
5. Erect or maintain on the land any solid fence or hedge or structure in lieu of a fence save and except subject to the following conditions:-
  - (a) No fence on the rear and side boundaries shall be more than two metres in height.
  - (b) No fence unless constructed in a nature so as not to constitute a solid fence (ie post and wire, picket) shall extend along the side boundary towards the street beyond the front alignment of the dwelling.
  - (c) Any front fence shall be of picket construction and shall be no more than 1.2 metres in height.

The provisions of this clause shall not apply to preclude fencing which is required by law around swimming pools.

THE COMMON SEAL of CALDER RISE )  
PTY.LTD. (A.C.N. 005 444 584) )  
was hereunto affixed in  
accordance with its Articles of  
Association in the presence of

Director.....

Secretary.....



**U887620B**

230797 0904 45 22



Approval No. 002926L

**A1**



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>U496502S</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>16/09/2021 16:47</b>

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The document is invalid if this cover sheet is removed or altered.



**U496502S**

081196 1158 173



APPLICATION BY MORNINGTON PENINSULA SHIRE COUNCIL  
FOR RECORDING OF AN AGREEMENT

SECTION 181 (1) PLANNING & ENVIRONMENT ACT 1987

Lodged By:  
Melbourne Estates & Finance Co. Pty. Ltd.  
GPO Box 406G  
MELBOURNE 3001

TEL: (03) 9621 2222  
REF: Helen Kitchin

Customer Code: 281M

The Mornington Peninsula Shire Council having made an agreement requires a recording to be made in the Register for the land.

Land: CERTIFICATE OF TITLE VOLUME 10249 FOLIO 906 *C/F*

Authority or council: MORNINGTON PENINSULA SHIRE COUNCIL

Section and Act under  
which agreement made: SECTION 173 PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application.

DATED the *31<sup>st</sup>* day of *October* 1996.

*Sotirios Katakouzinis*  
SOTIRIOS KATAKOUZINOS  
Economic Analyst  
On behalf of Mornington Peninsula Shire Council

*P. 15/11/20*

**AGREEMENT PURSUANT TO SECTION 173**  
**PLANNING AND ENVIRONMENT ACT 1987**



THIS AGREEMENT made the 10<sup>th</sup> day of September day of 1996

**B E T W E E N**

**CALDER RISE PTY. LTD. (ACN 005 444 584)** of Level 53, 525 Collins Street Melbourne in the State of Victoria (hereinafter referred to as "the Owner")

("of the one part")

and

**MORNINGTON PENINSULA SHIRE COUNCIL** of Municipal Offices, Boneo Road, Rosebud in the State of Victoria (hereinafter referred to as "the Council" and "Responsible Authority")

("of the other part")

**RECITALS:**

- A. The Responsible Authority is responsible under the Act for the administration and enforcement of the Flinders Planning Scheme ("The Planning Scheme").
- B. The Owner is the registered proprietor of all that piece of land situated in and described as Lot 11 Plan of Subdivision No. PS 33704T ("the subject land").
- C. The Owner has obtained Planning Permit number S. 1074/94A issued pursuant to the Flinders Planning Scheme which allowed for stage one of the subdivision of Lot 2, LP. 135952, 31 Allambi Avenue, Rosebud in accordance with the Victorian Code for Residential Development subject to a number of conditions including the following:

"5. Prior to a statement of compliance being issued by the Responsible Authority the owner shall enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 whereby the Owner agrees to:

- a. The prohibition of further subdivision of any of the lots or the development of more than one house on any lot in stage one of this subdivision.
- b. All dwellings must be constructed with a floor level above the flood level specified by the Shire Building Surveyor.
- c. No buildings must be constructed on Lots 1, 15 and 16 within the building exclusion area shown on the endorsed plan.

The agreement required under this condition shall be prepared to the satisfaction of the Responsible Authority and registered on the lands' titles at the Owner's cost."

- D. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement to fulfil the requirements of Condition 5 of Planning Permit No. S.1074/94 and insofar as it can be so treated this Agreement is made pursuant to Section 173 of the Planning and Environment Act 1987 (the Act).

## **IT IS AGREED:**

### **1. DEFINITIONS**

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1 "Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the subject land;
- 1.2 "permit" shall mean and include Planning Permit No. S.1074/94A issued on the 13th September 1994;

### **2. INTERPRETATION**

- 2.1 The singular includes the plural and the plural includes the singular.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
- 2.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

### **3. SUCCESSORS IN TITLE**

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the title to the subject land ensure that its successors in title:

- 3.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

- 3.2 execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

The provisions of this clause will end upon the registration of this Agreement on the title to the subject land pursuant to clause 4.2 hereof.

#### **4. COVENANTS OF OWNER**

- 4.1 The owner shall forthwith pay on demand to the Council the Council's costs and expenses of and incidental to:
- 4.1.1 this Agreement and any amendment of this Agreement and anything done in connection with this Agreement including anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owners;
  - 4.1.2 the preparation of an application pursuant to Section 181 of the Act enabling the registration of this Agreement at the Land Titles Office and any duties or fees payable on connection with either this Agreement, the registration of this Agreement at the Land Titles Office or in connection with any default of the Owners.
- 4.2 The Owner of the subject land hereby consents to the Council making application for the registration of this Agreement pursuant to Section 181 of the Act and the consequent entry of a memorandum of this Agreement on the Certificate of Title to the subject land and shall take all necessary steps to sign all documents reasonably required to enable such entry to take place.
- 4.3 The Owner covenants and agrees that it will:
- 4.3.1 not subdivide this lot into two or more lots or have at any time more than one dwelling on this lot;
  - 4.3.2 not allow a dwelling to be constructed with a floor level below the flood level specified by the Shire Building Surveyor; and
  - 4.3.3 not allow the construction of any building or buildings to be constructed on this lot within the building exclusion area shown on the endorsed plan under planning permit no. S.1074/94A.
  - 4.3.4 Bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the subject land;

- 4.3.5 do all things necessary including the signing of any further documents necessary for the purpose of ensuring that it carries out its covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings.

## 5. COUNCIL'S POWERS

- 5.1 Should the Owner fail or neglect to carry out or complete the works referred to in clause 4.3.1 - 4.3.3 (inclusive) of this Agreement the Council (or the Council's Engineer) may cause to be served on the Owners a notice in writing (the notice) specifying the works matters or things in respect of which the Owner is in default and should such default continue for a period of fourteen (14) days after the service of the notice or such longer period as may be specified in the notice the Council may by its officers, servants, agents, workmen or contractors enter upon the subject land (or any other land) and cause the work to be undertaken or completed.
- 5.2 A notice served on the Owner pursuant to sub-clause 5.1 of this Agreement may set out the cost as estimated by the Council's Engineer of undertaking or completing the works and if the Owners do not comply with the notice within a period of fourteen (14) days or such longer period as may be specified in the notice the Council's Engineer may cause to be served on the Owner a demand in writing for the amount of the costs as estimated as provided above and the amount of those costs shall be paid forthwith by the Owner to the Council and the Council may exercise its rights under any Bank Guarantee provided by the Owner in order to recover such costs. As soon as may be after the completion of such work the Council's Engineer shall certify the actual costs of the work to the Council and the difference between the actual cost and the estimated cost paid to the Council pursuant to this sub-clause shall be paid by the Owner to the Council or by the Council to the Owner as the case may require.
- 5.3 If a notice served on the Owner pursuant to sub-clause 5.2 of this Agreement does not require the Owner to pay such cost as provided above the actual cost of any works carried out by or on behalf of the Council pursuant to sub-clause 5.2 of this Agreement shall be paid on demand by the Owner to the Council.
- 5.4 For the purpose of sub-clause 5.2 of this Agreement the certificate of the Council's Engineer as to the amount of the actual cost incurred by the Council shall be final, binding and conclusive as between the parties to this Agreement.

## 6. INDEMNITY

The Owners covenant and agree that they will indemnify and keep indemnified the Council, its officers, servants, agents, workmen and contractors from and against all costs, expenses, losses or damages whatsoever which the Council, its officers, servants, agents, workmen and contractors may sustain, incur or suffer to be or

become liable for or in respect of any suit, action, proceeding, judgement or claim brought by any person whatsoever arising from or referable to the carrying out of works by the Owner referred to in Clauses 4.3.1 - 4.3.3 of this Agreement.

## **7. GENERAL**

### **7.1 Notices**

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

- a. by delivering it personally to that party; or
- b. by sending it by post, postage prepaid addressed to that party at his address set out in this Agreement or subsequently notified to each party from time to time.

7.1.2 A notice or other communication is deemed served, if delivered, upon delivery and, if posted, on the expiration of two business days after the date of posting.

### **7.2 Further Assurance**

Each of the parties to this Agreement shall respectively sign and execute all further documents and deed and do all acts and things as the other parties shall reasonable require for completely effecting this Agreement.

### **7.3 No Waiver**

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

### **7.4 Severability**

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

### **7.5 Notification of Agreement**

Prior to the sale or lease of any part of the land subject to this Agreement, a copy of this Agreement shall be given by the Vendor, Transferor or Lessor to the Purchaser, Transferee or Lessee of that part of the land affected by this Agreement.

**EXECUTED** by the parties on the date set out at the commencement of this Agreement.

**THE COMMON SEAL of CALDER RISE PTY. LTD.** )  
(ACN 005 444 584) was hereunto affixed in accordance )  
with its Articles of Association in the presence of: )

Director

Secretary:

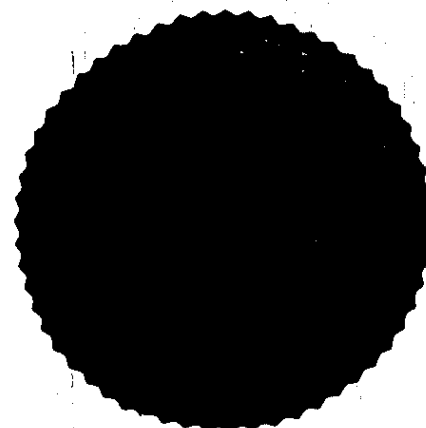


**THE COMMON SEAL of MORNINGTON PENINSULA** )  
**SHIRE COUNCIL** was hereunto affixed in the presence of: )

Commissioner:

Commissioner:

Chief Executive Officer/  
Group Manager - Corporate:







Lawton Conveyancing Pty Ltd  
E-mail: [skye@ppconvey.com.au](mailto:skye@ppconvey.com.au)

Statement for property:  
LOT 11 34 BAYBREEZE COURT  
CAPEL SOUND 3940  
11 PS 337047

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
021/00773/3	4452 Dunning	16 SEPTEMBER 2021	39830112

## 1. Statement of Fees Imposed

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

### (a) By Other Authorities

<b>Parks Victoria - Parks Service Charge</b>	01/07/2021 to 30/06/2022	\$80.20
<b>Melbourne Water Corporation Total Service Charges</b>	01/07/2021 to 30/09/2021	\$26.39

### (b) By South East Water

<b>Water Service Charge</b>	01/07/2021 to 30/09/2021	\$23.28
<b>Sewerage Service Charge</b>	01/07/2021 to 30/09/2021	\$91.12
<b>Subtotal Service Charges</b>		<b>\$220.99</b>
<b>Payments</b>		\$220.99
<b>TOTAL UNPAID BALANCE</b>		<b>\$0.00</b>

- The meter at the property was last read on 30/08/2021. Fees accrued since that date may be estimated by reference to the following historical information about the property:

<b>Water Usage Charge</b>	<b>\$0.94 per day</b>
<b>Sewage Disposal Charge</b>	<b>\$0.23 per day</b>

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

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

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

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

AUTHORISED OFFICER:



MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

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

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

Melbourne Water became responsible for waterway management, floodplain management and regional drainage on Friday 18 November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area which may provide additional information applicable to this property. For further information please contact Melbourne Water on 9679-7517.

AUTHORISED OFFICER:

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

MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

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

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

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

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

**Important Warnings**

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

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

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

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

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

### 3. Disclaimer

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
















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

AUTHORISED OFFICER:

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

MIKALA HEHIR  
GENERAL MANAGER  
CUSTOMER & COMMUNITY ENGAGEMENT

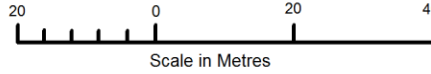
**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

- |  |                     |   |                                   |   |                        |
|--|---------------------|---|-----------------------------------|---|------------------------|
|  | Title/Road Boundary |  | Subject Property                  |  | Maintenance Hole       |
|  | Proposed Title/Road |  | Sewer Main & Property Connections |  | Inspection Shaft       |
|  | Easement            |  | Direction of Flow                 |  | Offset from Boundary   |
| <b>Melbourne Water Assets</b>  |                     |   |                                   |   |                        |
|  | Sewer Main          |  | Underground Drain                 |  | Natural Waterway       |
|   | Maintenance Hole    |  | Channel Drain                     |  | Underground Drain M.H. |

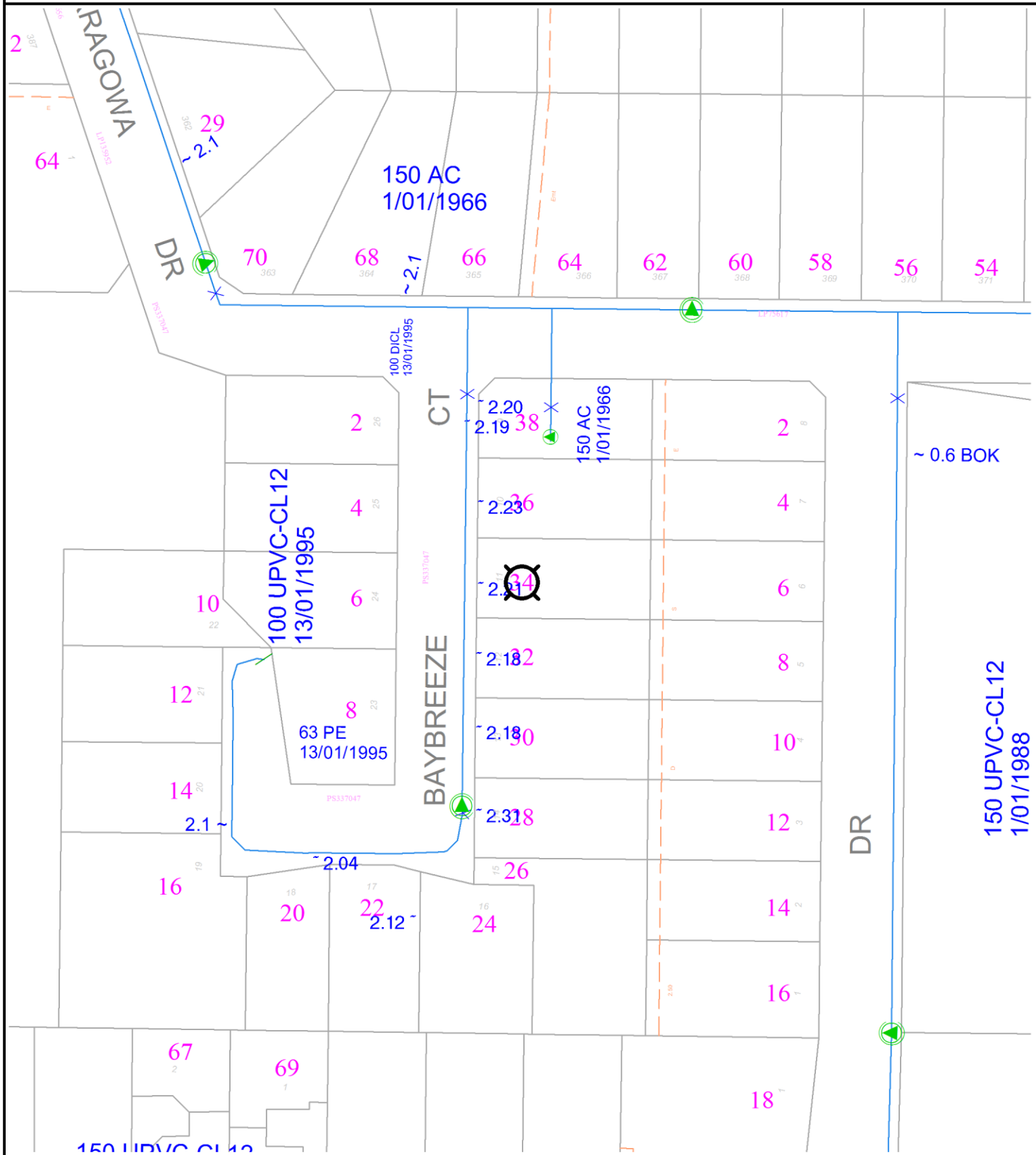


Property: Lot 11 34 BAYBREEZE COURT CAPEL SOUND 3940

Case Number: 39830112



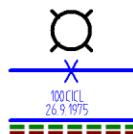
Date: 16SEPTEMBER2021



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

## LEGEND

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



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

- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary



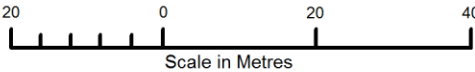
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

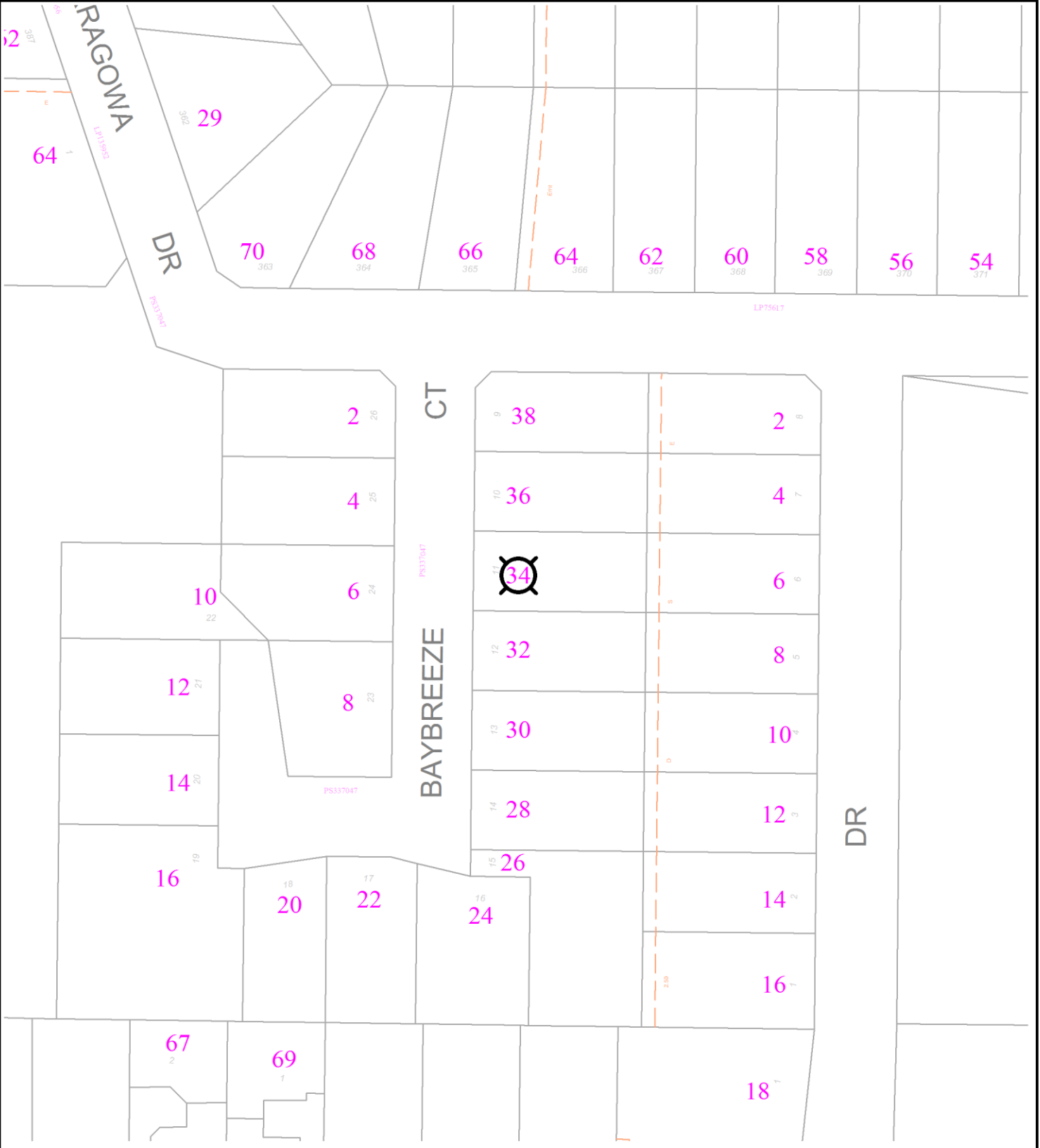
Property: Lot 11 34 BAYBREEZE COURT CAPEL SOUND 3940



Case Number: 39830112



Date: 16SEPTEMBER2021



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

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary



# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

777067

## APPLICANT'S NAME & ADDRESS

PORT PHILLIP CONVEYANCING C/- TRICONVEY (RESELLER)  
C/- LANDATA  
MELBOURNE

## VENDOR

DUNNING, PHILLIP

## PURCHASER

NA

## REFERENCE

361535

This certificate is issued for:

LOT 11 PLAN PS337047 ALSO KNOWN AS 34 BAYBREEZE COURT CAPEL SOUND  
MORNINGTON PENINSULA SHIRE

The land is covered by the:

MORNINGTON PENINSULA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A Proposed Amending Planning Scheme C219morn has been placed on public exhibition which shows this property :

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 6 - C219morn

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/morningtonpeninsula>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

16 September 2021

**Hon. Richard Wynne MP**  
Minister for Planning



The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email [landata.enquiries@delwp.vic.gov.au](mailto:landata.enquiries@delwp.vic.gov.au).

**Please note: The map is for reference purposes only and does not form part of the certificate.**



## Choose the authoritative Planning Certificate

### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

## Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 16 September 2021 04:47 PM

## PROPERTY DETAILS

Address: **34 BAYBREEZE COURT CAPEL SOUND 3940**  
Lot and Plan Number: **Lot 11 PS337047**  
Standard Parcel Identifier (SPI): **11\PS337047**  
Local Government Area (Council): **MORNINGTON PENINSULA**  
Council Property Number: **100356**  
Planning Scheme: **Mornington Peninsula**  
Directory Reference: **Melway 169 K5**

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

[planning-schemes.delwp.vic.gov.au/schemes/morningtonpeninsula](http://planning-schemes.delwp.vic.gov.au/schemes/morningtonpeninsula)

## UTILITIES

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

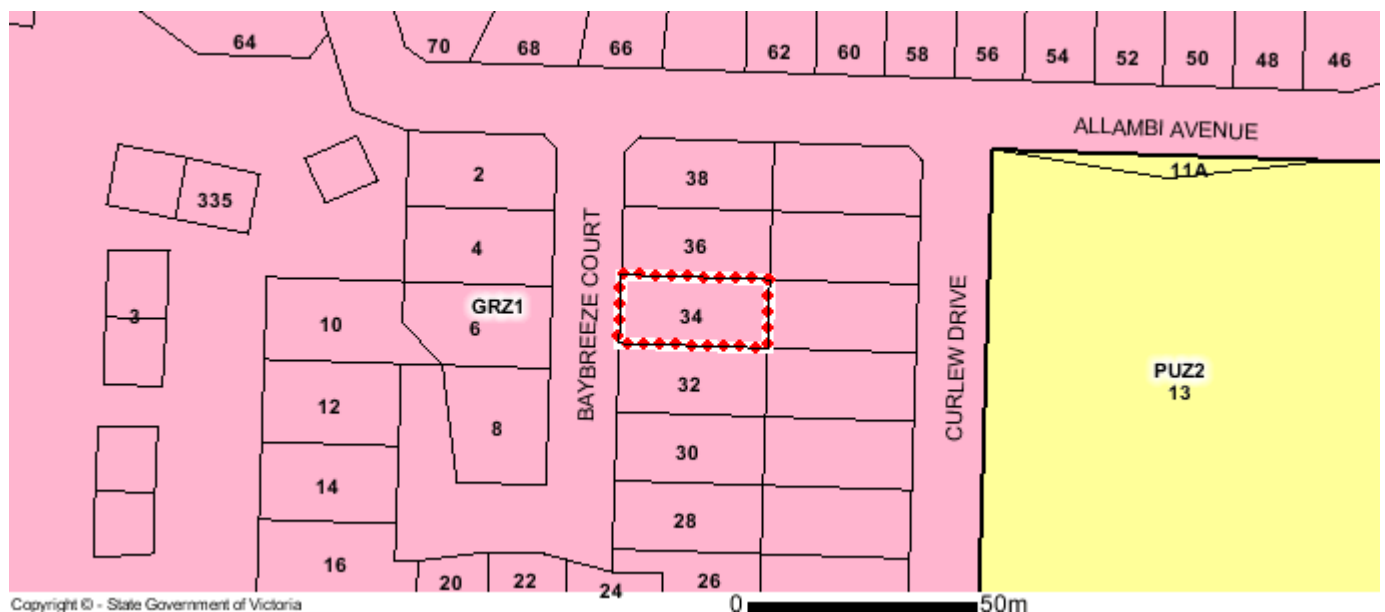
## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **NEPEAN**

## Planning Zones

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

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



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GRZ - General Residential PUZ2 - Public Use - Education

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).

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## Planning Overlay

None affecting this land



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

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



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Aboriginal Heritage

## Further Planning Information

Planning scheme data last updated on 8 September 2021.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

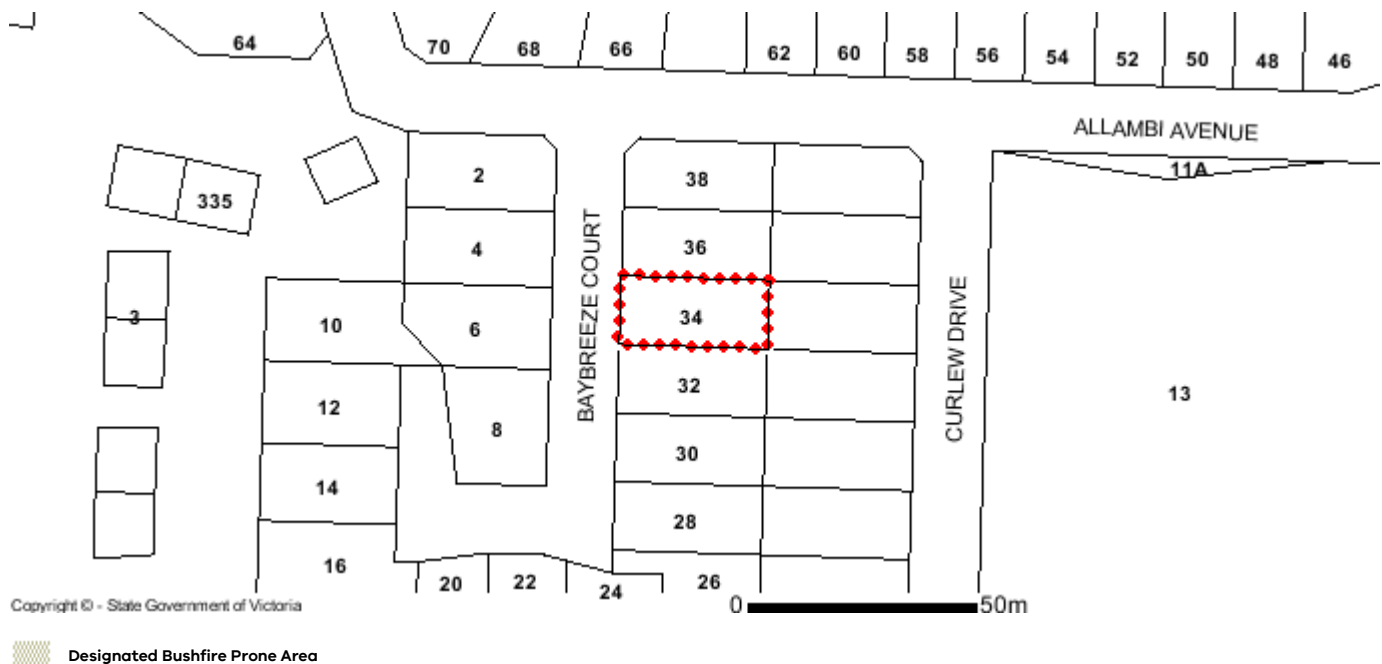
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

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

## Designated Bushfire Prone Area

**This property is not in a designated bushfire prone area.  
No special bushfire construction requirements apply. Planning provisions may apply.**



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>