JP CONVEYANCING WORKS

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Gail Lorraine Rejmer
Property:	11 Wyung Drive, Morwell VIC 3840

VENDORS REPRESENTATIVE
JP Conveyancing Works
2a Kirk Street
MOE VIC 3825

Tel: (03) 5127 2909
Fax: (03) 5127 4287
Email: jodie@jpcworks.com.au

Ref: 5253

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Their total does not exceed $3,400.00

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows: - None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Latrobe City Council
Responsible Authority: Latrobe City Council
Zoning: Neighbourhood Residential Zone (NRZ)
Planning Overlay/s: Design and Development Overlay (DDO), Land Subject To Inundation Overlay (LSIO). See attached certificate

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	**Status**
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

SECTION 32 STATEMENT
11 WYUNG DRIVE, MORWELL VIC 3840

32I TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement's and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- Due Diligence Checklist

DATE OF THIS STATEMENT 1 / 6 /20 21

Name of the Vendor

Gail Lorraine Rejmer

Signature/s of the Vendor

x Gail Lorraine Rejmer

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT / /20

Name of the Purchaser

Signature/s of the Purchaser

x

VIC Lands

TITLE SEARCH ON 9251 / 237

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

VOLUME 09251 FOLIO 237 Security no : 124090228585E
Produced 31/05/2021 09:55 AM

LAND DESCRIPTION

Lot 169 on Plan of Subdivision 120200.
PARENT TITLE Volume 09120 Folio 785
Created by instrument LP120200 09/02/1978

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GAIL LORRAINE REJMER of 75 NARDINO'S ROAD YALLOURN NORTH VIC 3825
AM390552C 08/12/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM390553A 08/12/2015
RESIDENTIAL MORTGAGE GROUP PTY LTD

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP120200 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: 11 WYUNG DRIVE MORWELL VIC 3840

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	**Plan**
Document Identification	**LP120200**
Number of Pages (excluding this cover sheet)	**5**
Document Assembled	**31/05/2021 09:58**

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PLAN OF SUBDIVISION

PART OF CROWN ALLOTMENT 4

PARISH OF MARYVALE

COUNTY OF BULN BULN

VOL 9120 FOL 785

LENGTHS ARE IN METRES

APPROPRIATIONS	ENCUMBRANCES & OTHER NOTATIONS
BLUE – DRAINAGE & SEWERAGE. BROWN – WAY & DRAINAGE.	ALL SPLAYED CORNERS ARE 3METRES EACH WAY UNLESS OTHERWISE SHOWN. LOTS 1 – 66 HAVE BEEN OMITTED FROM THIS SUBDIVISION. REFERENCE MARKS HAVE BEEN PLACED AT ALL SPLAYED CORNERS. REFERENCE MARKS ARE 0·02m DIAMETER GALVANISED IRON PIPES 0·1m LONG.

LP 120200

EDITION 2

PLAN APPROVED
21/07/77.

4 SHEETS
SHEET 1.

WATERWAY NOTATION:
RESERVE No.1 IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE

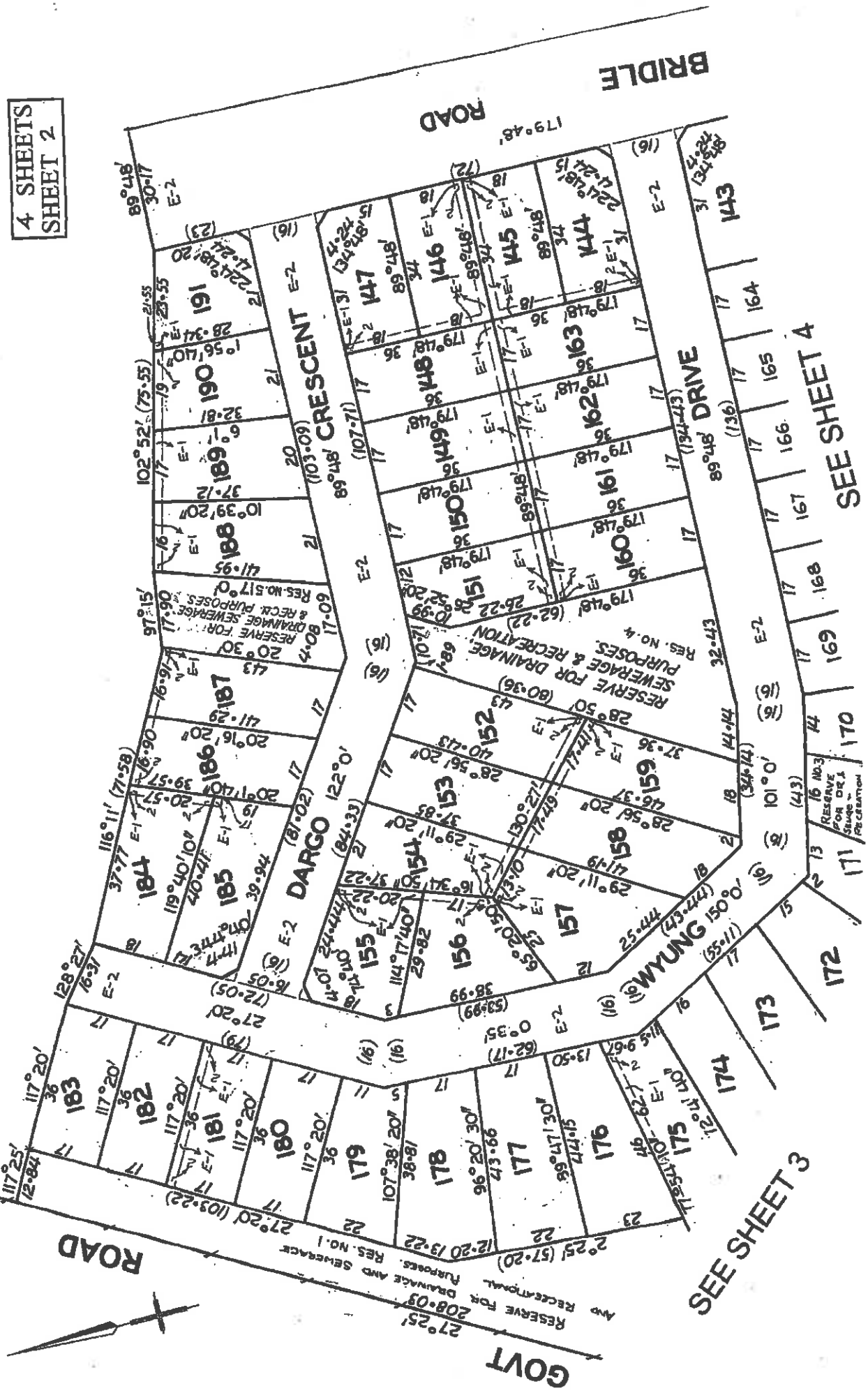
COLOUR CODE
E-1 = BLUE
E-2 = BROWN



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LP 120200

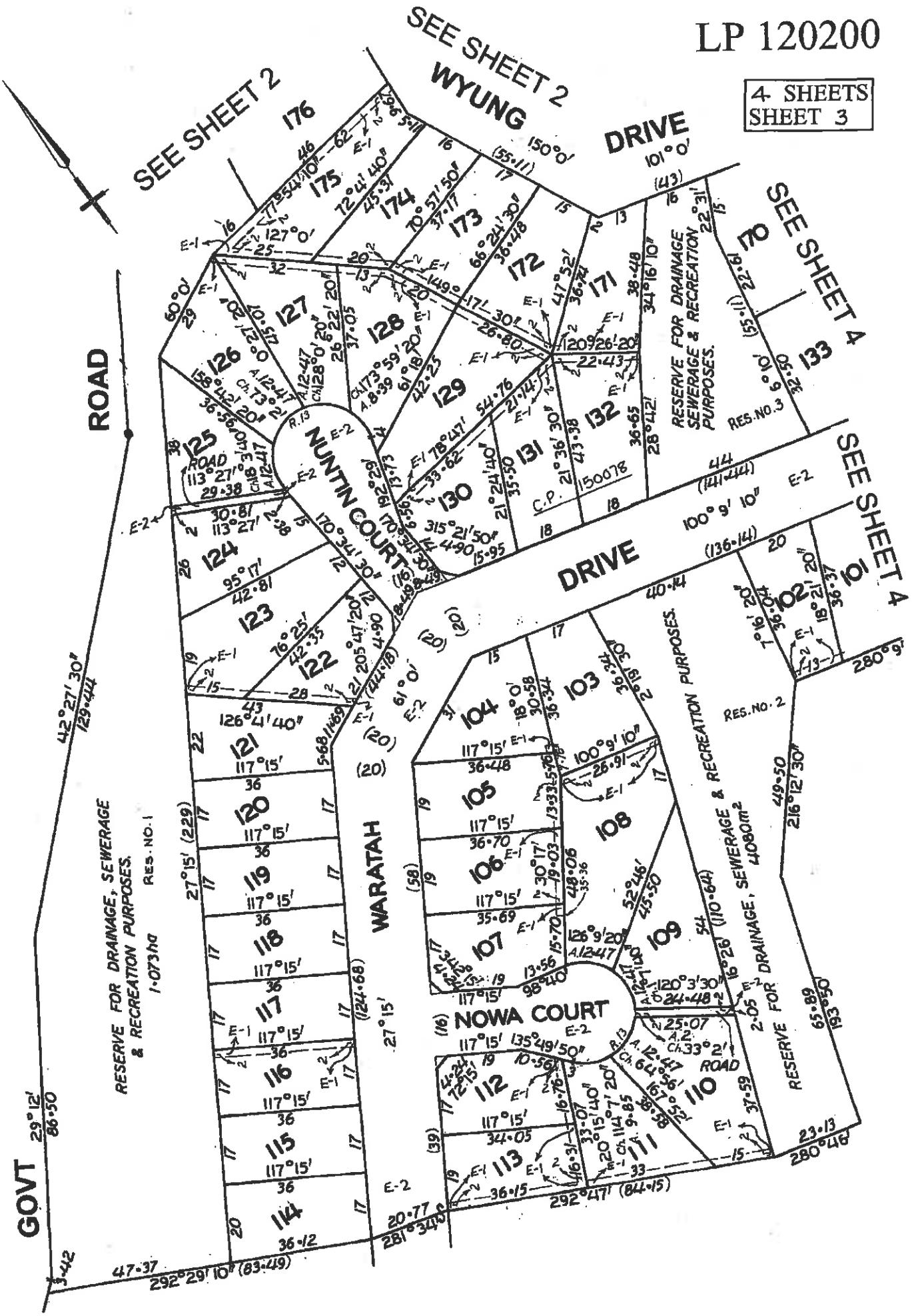
4 SHEETS
SHEET 2


BRIDLE ROAD
179°48'
89°48'
CRESCENT
DARGO
DRIVE
WYUNG
ROAD
GOVT
SEE SHEET 4
SEE SHEET 3
RESERVE FOR DRAINAGE SEWERAGE & RECR. PURPOSES
RESERVE FOR DRAINAGE SEWERAGE & RECREATION PURPOSES
RES. No.1
RES. No.4
RES. No.517
RESERVE FOR DRAINAGE SEWERAGE & RECREATIONAL PURPOSES
RESERVE FOR DRAINAGE SEWERAGE
RESERVE FOR DR.J SEWERAGE RECREATION
122°0'
101°0'
130°27'
114°17'40"
119°40'10"
116°11'
128°27'
117°20'
117°25'
107°38'20"
96°20'30"
89°47'30"
102°52'
97°15'
27°20'
27°25'
0°35'
2°25'
20°16'20"
28°56'20"
29°11'20"
10°39'20"
6°1'40"
1°56'40"
224°0'
134°48'
89°48'
179°48'
179°48'
179

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LP 120200

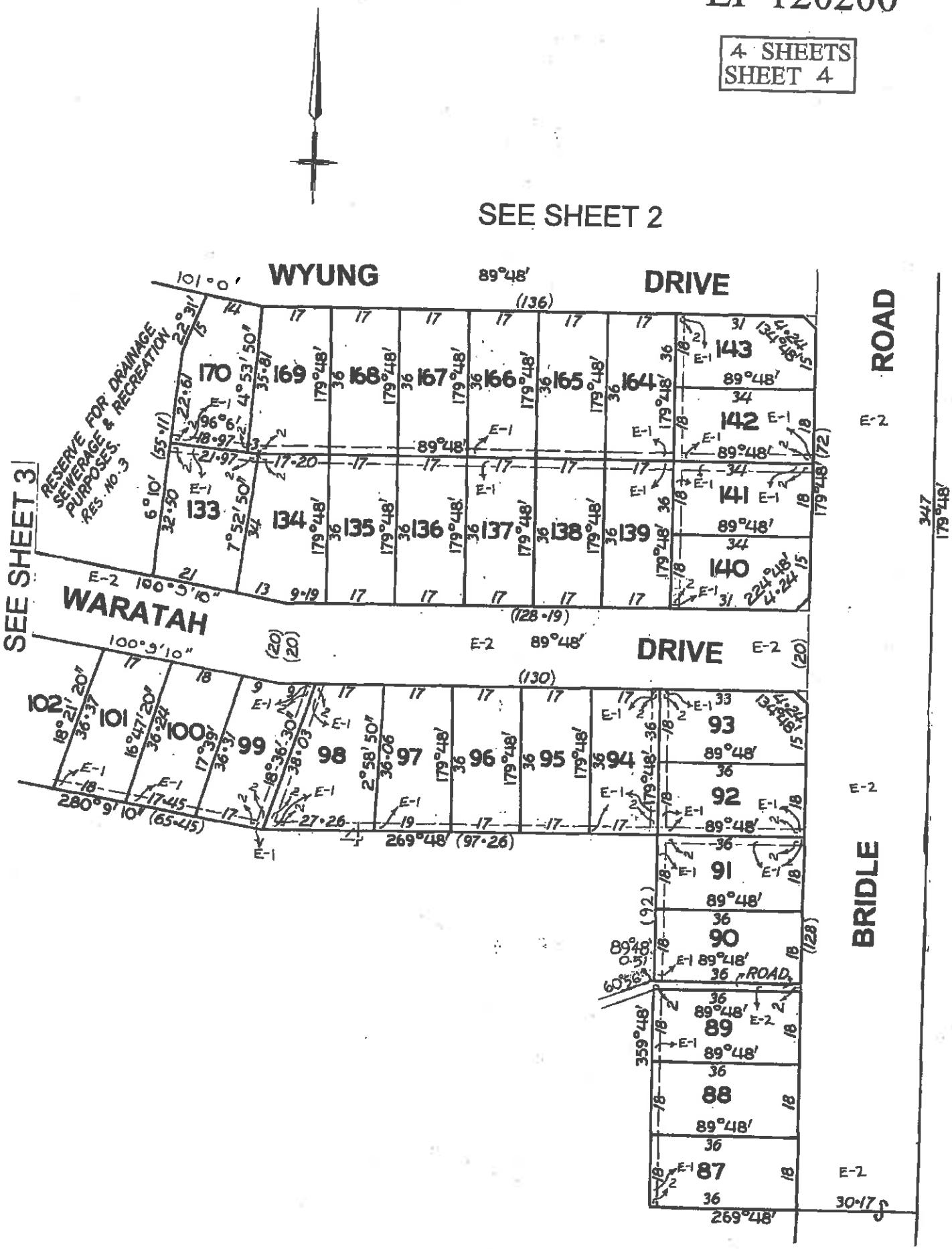
4 SHEETS
SHEET 3


SEE SHEET 2
SEE SHEET 2
WYUNG DRIVE
SEE SHEET 4
SEE SHEET 4
ROAD
GOVT
DRIVE
NUNTIN COURT
WARATAH
NOWA COURT
RESERVE FOR DRAINAGE, SEWERAGE & RECREATION PURPOSES. RES. NO. 1 1·073ha
RESERVE FOR DRAINAGE SEWERAGE & RECREATION PURPOSES. RES. NO. 3
RESERVE FOR DRAINAGE, SEWERAGE & RECREATION PURPOSES. RES. NO. 2
RESERVE FOR DRAINAGE, SEWERAGE & RECREATION PURPOSES. 4080m²
C.P. 150078
ROAD
ROAD
101° 0'
150° 0'
100° 9' 10"
292° 29' 10" (83·49)
292° 47' (84·15)
280° 9'
280° 46'
216° 12' 30"
193° 50'
42° 27' 30"
129·44
86·50
47·37
3·42
(124·68)
(229)
(136·14)
(141·44)
(110·64)
(84·18)
(58)
(39)
(16)
(20)
(43)
(55·11)
(55·11)
(144·18)
(84·15)
(83·49)
126° 41' 40"
113° 27'
95° 17'
76° 25'
315° 21' 50"
78° 41'
61° 0'
117° 15'
135° 49' 50"
120° 3' 30"
126° 9' 20"
100° 9' 10"
127° 0'
60° 0'
113° 27' 30"
113° 27'
170° 34' 30"
192° 29'
173° 59' 20"
128° 0' 20"
72° 41' 40"
70° 57' 50"
66° 24' 30"
47° 52'
34° 16' 10"
22° 31'
21° 36' 30"
21° 24' 40"
205° 47' 20"
27° 15'
27° 15'
29° 12'
32° 2'
25° 56'
25° 15' 40"
20° 15' 40"
20° 7' 20"
18° 21' 20"
7° 16' 20"
6° 10'
32·50
22·61
(155·11)
(43)
(229)
(58)
(39)
(16)
(20)
(20)
(20

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LP 120200

4 SHEETS
SHEET 4



MODIFICATION TABLE
RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

L P 120200

LAND	MODIFICATION	DEALING REFERENCE	DATE AND TIME		NEW EDITION NUMBER	SIGNATURE OF ASSISTANT REGISTRAR OF TITLES
			DATE	TIME		
	ADDED RESERVES NO.1,2,3,4,5	T789187K	20-2-96		2	

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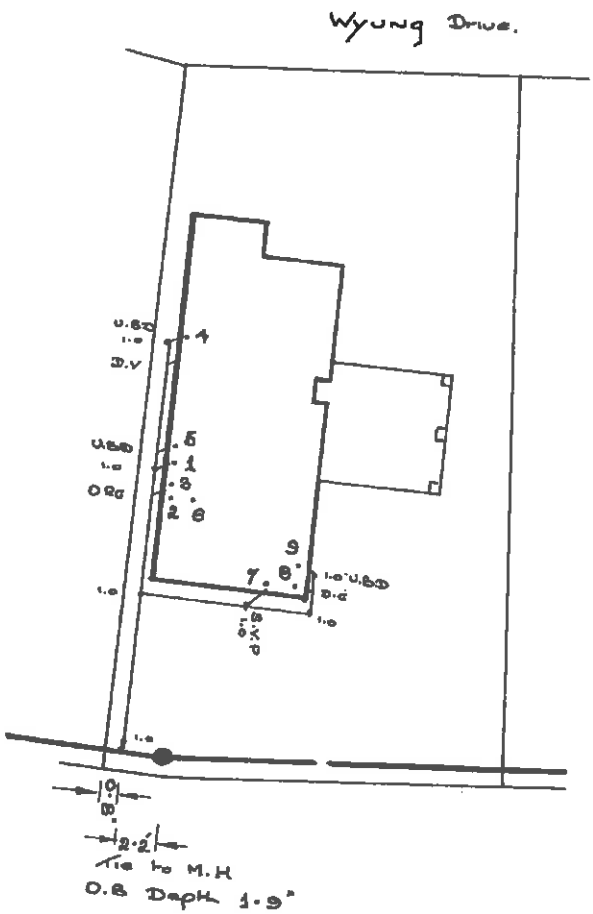
GIPPSLAND WATER

PROPERTY SERVICES

DRAINAGE PLAN NUMBER 219974

ADDRESS: 11 WYUNG DRIVE MORWELL

Gippsland Water Limited does not guarantee and makes no representation or warranty as to the accuracy of this plan. The company accepts no liability for any loss, damage, or injury suffered by any person as a result of any inaccuracy in this plan.
(C) CENTRAL GIPPSLAND REGION WATER AUTHORITY A.C.N. 830 750 413


Wyung Drive.
1.8
1.8
1.8

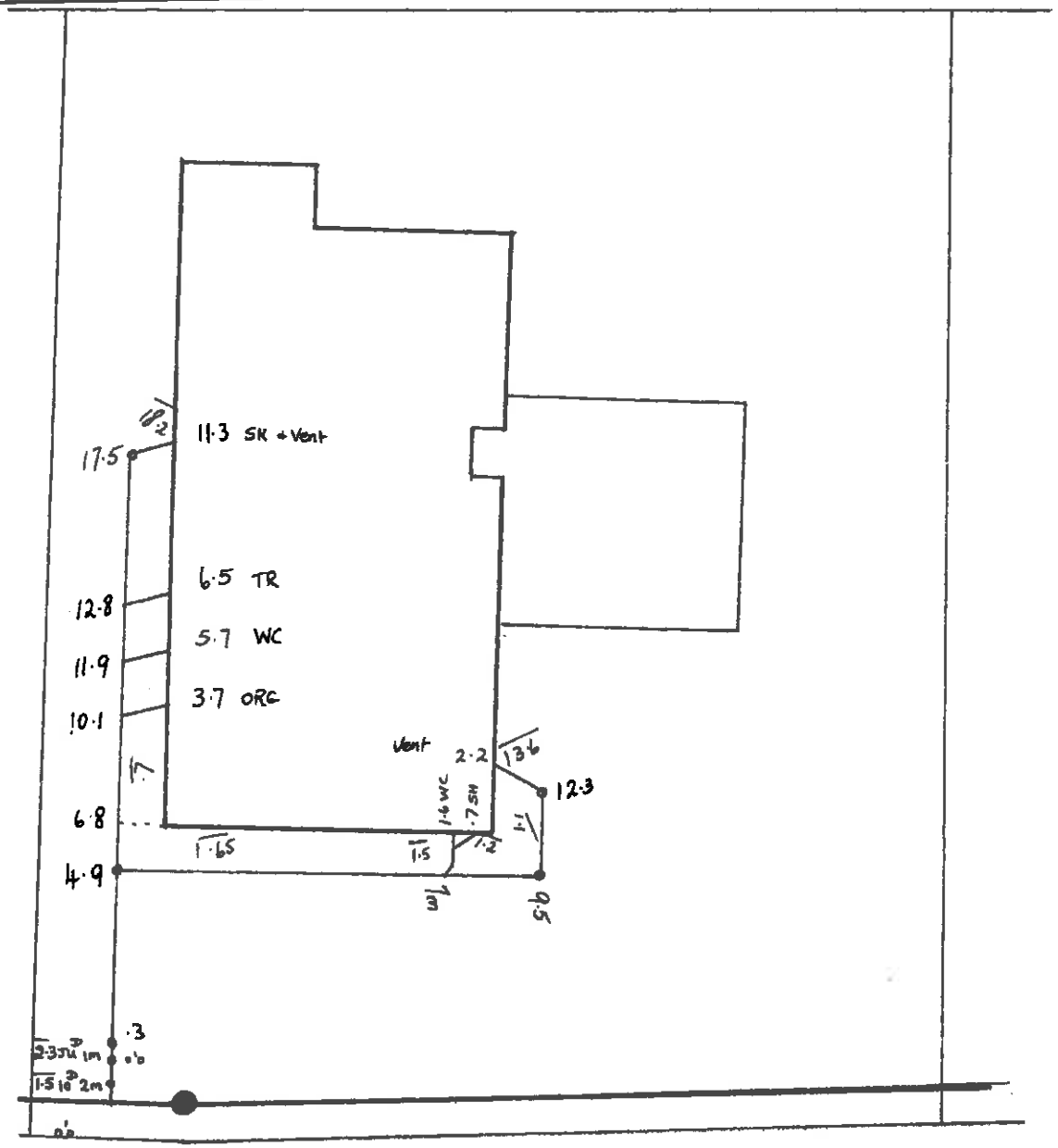
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(C) CENTRAL GIPPSLAND REGION WATER AUTHORITY A.C.N. 830 750 413



N	Date Issued:	31/05/21	POINT LOCATION DATA
10	Last Finalised:	31/05/2021	TIE
	Scale:	1:500 approx.	E.P.
	Issued To:		N.S.L.
		Store:	I.L.
10			DIA.

FORM 23

CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Building Act 1993
Building Regulations 2018

Issued to:

Name of owner:	Roxanne Rejmer
Postal address:	14 Wyung Street, Morwell
Phone number:	0438 671 897
Email address:	RRejmer@millarmerrigan.com.au

Property details:

Address:	14 Wyung Drive Morwell 3840
Type of swimming pool or spa:	Permanent swimming pool
Date of construction:	1 Jul 1997 - 30 Jun 1999
Applicable barrier standard:	AS1926.1-1993

The applicable barrier standard applies under the relevant:

Part 9A - Division 2 of the Building Regulations 2018

Deemed to satisfy provisions of the BCA ✓

A performance solution in accordance with the BCA

Certificate of Compliance

Following inspection of the Permanent swimming pool (on the date/s referred to below), I certify that the barrier complies with the applicable barrier standard.

I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Date of inspection:	24 May 2021
Date of issue:	24 May 2021
Name of consultant:	Darren Hood
Address:	14C Hotham Street, Traralgon
Email:	darren@scbuildingpermits.com.au
Practitioner number:	INL-38589

Signature of consultant:



SMART CHOICE

Swimming Pool Compliance Report



Property Address: 14 Wyung Drive Morwell 3840

Inspection Date: 24 May 2021

Contents

Inspection Details 5

General description of property 6

Accessibility 7

Summary 8

Significant Items 8

Additional comments 9

Conclusion 10

Terms on which this report was prepared

If you have any queries with this report or require further information, please do not hesitate to contact the person who carried out the inspection.

Inspection Details

Property Address:	14 Wyung Drive Morwell 3840
Date:	24 May 2021

Client

Name:	Roxanne Rejmer
Email Address:	RRejmer@millarmerrigan.com.au
Phone Number:	0438 671 897

Consultant

Name:	Darren Hood
Email Address:	darren@scbuildingpermits.com.au
Licence / Registration Number:	INL-38589
Company Name:	Smart Choice Building Permits & Inspections
Company Address:	14C Hotham Street, Traralgon
Company Phone Number:	0400138778

General description of property

Building Type:

Special conditions or instructions

Special requirements, requests or instructions given by the client or the client's representative -

There are no special conditions or instructions

Summary

SUMMARY INFORMATION: The summary below is used to give a brief overview of observations made in each inspection area. The items listed in the summary are noted in detail under the applicable sub headings within the body of the report. The summary is NEVER to be relied upon as a comprehensive report and the client MUST read the entire report and not rely solely on this summary. If there is a discrepancy between the information provided in this summary and that contained within the body of the Report, the information in the body of the Report shall override this summary. (See definitions & information below the summary to help understand the report)

Evidence of Non compliant item

Not Found

Additional specialist inspections

The following inspections / reports are recommended

Not Applicable

Significant Items

Non compliant item

No evidence was found

Additional comments

There are no additional comments

Observation

Observation 2.01

Location: All External Areas

Finding: Pool barrier

The pool barrier is 1.2m and compliant



Observation 2.02

Location: All External Areas

Finding: Gate

The gate to the pool area is compliant and self-closes / latches correctly.



Conclusion

Building consultant's summary

Signature of consultant -

PSHood

Terms on which this report was prepared

Swimming Pool / Spa Safety Inspection Agreement

THE AGREEMENT

1. Definitions

The relevant definitions listed in this Agreement are listed at the end of this Agreement.The Client's Acknowledgments

Client Acknowledgment

2. The Client acknowledges that: a) The Inspector reserves the right to cancel the inspection and only the deposit, if any, will be reimbursed to the Client. b) The Inspector will inspect The Pool Safety. the Inspection will report on Swimming Pool Safety in accordance with the requirements of Australian Standard AS1926.1-2012 (Part 1: Safety barriers for swimming pools) and AS1926.2- 2012 (Part 2: Location of safety barriers for swimming pools). Australian Standard AS1926.1-2007, AS1926.2-2007 and Part 9 of the Building Regulations 2018 (VIC)

Inspection And Report

3. The report will be prepared on the basis of a visual inspection only and without reference to any construction plans or any engineering test or other tests relating to the structural integrity of your pool. A copy of the appropriate Standard with Appendices may be obtained from Standards Australia at your cost. The Client warrants that they have been given reasonable opportunity to peruse the relevant Australian Standards.

a) The Inspection Report is also limited by the Restrictions on an Inspection, as well as any rights held by an Inspector to ensure their own safety and/or any other limitations set out in the terms of this Agreement.

b) It is implicit that the Inspection Report is a subjective visual inspection.

c) The Client will not rely on the report for valuation purposes or in their final decision to purchase the Property.

d) The Inspection Report is for the Client's exclusive use and not to be given to a third party without the Inspector's written consent.

e) The Scope of Inspection set out in this Agreement is only indicative as the Inspector is restricted by their ability to access any Area, which is subject to all safety considerations. The Client further acknowledges that the Inspector cannot breach the same to carry out an inspection.

f) Some Restrictions on an Inspection are foreseeable while others are only known at the time of inspection.

g) That the Inspector is the only person who can determine, at the time of the inspection, what they are restricted by during an inspection. h) The Inspector will carry out a visual and non-invasive inspection limited by access and restrictions.

i) The Inspector is not liable for any Area not inspected due to Restrictions on an Inspection.

j) That any claim for loss is limited to the cost of the inspection.

k) That the Client has read all the terms and has not relied on any representations made by the Inspector or anyone else before entering this Agreement.

l) That just because a defect is not visible at the time of the inspection does not guarantee that there is no defect affecting the Property.

m) That the Client acknowledges acceptance of this Agreement and its terms through performance of this Agreement by way of payment of the agreed Inspector's fee.

n) The Client will not hold the Inspector liable for any losses suffered on relying on the Inspection Report considering the

n) The Client will not hold the Inspector liable for any losses suffered on relying on the Inspection Report considering the acknowledgments above and the terms of this Agreement.

o) That the Client acknowledges acceptance through performance of this Agreement by way of payment of the agreed Inspector's fee, and confirming that the agreement and terms and conditions have read and understood by the client and / or as such ticking the appropriate check box when ordering on line.

p) The Client will not hold the Inspector liable for any losses suffered on relying on the Inspection Report considering the acknowledgments above and all the terms of this Agreement.

4. No liability shall be accepted on account of failure of the report to identify or notify any problems of a structural nature relating to the pool or to any part of the pool physically inaccessible for inspection.

5. Structural problems must be identified through, and dealt with by, a builder or the local council.

6. The report does not replace a Pool Safety Inspection and/or Compliance Certificate as per State Legislation requirements. A Compliance Certificate may be requested and will be issued at an additional cost, where no defects have been identified.

7. Where defects are identified, a Re-Inspection must be conducted to ensure defects are rectified prior to a Compliance Certificate being issued. A Re-Inspection fee will be incurred.

8. The report is provided solely for the use and benefit of the customer named on the front of the report.

9. No liability or responsibility whatsoever lies to any Third Party who may rely on the report.

10. The report may not be sold or provided to any other person without our express written permission, unless the customer is authorised to do so by legislation. If we give our permission it may be subject to conditions such as payment of a further fee by the other person and agreement from the other person to comply with this clause.

Inspector's Fee

11. The Client will pay to the Inspector the sum as advised by the Inspector for an Inspection Report of the Property (detailed above in this Agreement) and the final report is subject to this acknowledgments, terms and recitals within this Agreement.

Limitations And Exclusions

12. The Inspector will conduct a non invasive visual inspection which will be limited to those accessible Areas and sections of the property to which Safe and Reasonable Access is both available and permitted on the date and time of the inspection. Areas where reasonable entry is denied to the inspector, or where safe and reasonable access is not available, are excluded from and do not form part of, the inspection. Those areas may be the subject of an additional inspection upon request subject to another pre-inspection agreement on the same terms herein.

13. The Inspection WILL NOT involve any invasive inspection including cutting, breaking apart, dismantling, removing or moving objects including, but not limited to, roofing, wall and ceiling sheeting, ducting, foliage, mouldings, debris, roof insulation, sarking, sisalation, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances ,or personal possessions.

14. Any stored or scattered goods, stored items including boxes, parked cars and bikes, boats, trailers, foliage, plants, vines, stored fire wood and timbers, trees and vines clinging to external surfaces of the swimming pool including the fence and gates, will hinder the inspection process.

Warranties and quality

15. The Inspector warrants that they will do everything reasonable to inspect the above Areas thoroughly and responsibly subject to the requirements of the AS Standard and any foreseeable or unforeseeable restrictions.

16. The Client warrants that they will not hold the Inspector liable for any Area that the Inspector could not reasonably inspect due access and restrictions on an inspection.

17. The Client warrants that they will not rely on this report after a period of 7 days as this is a visual inspection

17. The Client warrants that they will not rely on this report after a period of 7 days as this is a visual inspection condition may change between the day of inspection and the day of any defect being apparent such as, but not limited to, different weather conditions, removal of furniture, damage done by occupants, settling of the land, extreme weather damages or anything that could cause the visual effect of a defect to become known.

Indemnity

18. The Client indemnifies the Inspector:

a) Against any third party losses or claims for use of the Inspection Report.

b) Indemnity: You indemnify Us in respect of any and all liability, including all claims, actions, proceedings, judgments, damages, losses, interest, costs and expenses of any nature, which may be incurred by, brought, made or recovered against Us arising directly or indirectly from the unauthorised provision or sale of the Report by You to a Person without Our express written permission.

c) Against any Safety issue that was not evident by visual assessment at the time of the inspection.

Dispute resolution

COMPLAINTS PROCEDURE

19. In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection.

If You are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

Third party disclaimer

20. The Report will be made solely for the use and benefit of the Client. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the report wholly or in part. Any third parties acting or relying on the report, in whole or in part will do so at their own risk.

Default and Termination

21. The Inspector reserves the exclusive right to terminate this Pre-Inspection Agreement on 1 days' notice due to weather constraints, non-payment of the Inspector's Fee or any other safety concern. Only the Inspector may terminate the Agreement.

22. If the Inspector's fee is refunded for any reason whatsoever then the Inspection Report provided (if any) will be deemed invalid and annulled.

Severability

23. Any term within this Agreement that is deemed invalid in any jurisdiction is only invalid to the extent specified by the jurisdiction in that specific jurisdiction. It does not invalidate any other term of this Agreement. Furthermore, if a term or terms are found to be invalid and thereby severed from this Agreement the Agreement and its surviving terms are not invalidated.

Bar on claims

24. The Client is barred from making a claim against the Inspector by virtue of the Client's Acknowledgments.

24. The Client is barred from making a claim against the Inspector by virtue of the Client's Acknowledgments.

Acknowledgement

25. You agree to contact the Inspector once You have read the report.

By agreeing to this pre inspection agreement you confirm that You will read this Inspection Report in its entirety prior to purchasing the inspected property and agree to call, Text, SMS or email the Inspector if you have any further questions about this report.

DEFINITIONS

You should read and understand the following definitions of words used in this agreement and the Report. This will help You understand what is involved in a

Pool Inspection and the contents of the Report with which We will provide You following the inspection.
Barrier means the assembly of components, natural or otherwise, that restricts access to the pool.
Pool area means the area that contains the pool and is enclosed by a barrier.
Report means the report issued to You by Us following Our inspection of the pool.
Swimming Pool (referred to as 'Pool') means any structure containing water to a depth greater than 300mm and used primarily for swimming, wading, paddling or the like, including a bathing or wading pool or spa pool.
Our/Us/We means The Inspector and or Inspection firm conducting the inspection as ordered by You.
You/Your means the party identified on the order as the Client, and where more than one party, all such parties jointly and severally, together with any agent of that party.

Property Report from www.land.vic.gov.au on 28 May 2021 04:25 PM

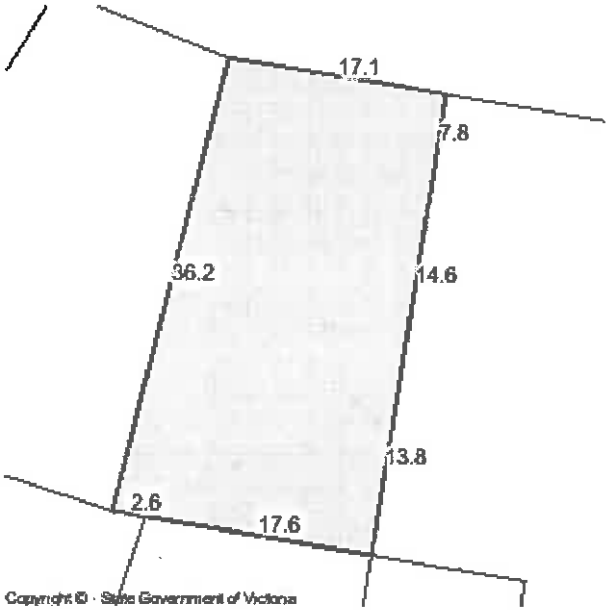
Address: 11 WYUNG DRIVE MORWELL 3840
Lot and Plan Number: Lot 169 LP120200
Standard Parcel Identifier (SPI): 169\LP120200
Local Government (Council): LATROBE **Council Property Number:** 16034
Directory Reference: VicRoads 699 R4

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 674 sq. m
Perimeter: 110 m

For this property:
Site boundaries
Road frontages

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

For more accurate dimensions get copy of plan at
Title and Property Certificates

State Electorates

Legislative Council: EASTERN VICTORIA
Legislative Assembly: MORWELL

Utilities

Rural Water Corporation: Southern Rural Water
Urban Water Corporation: Gippsland Water
Melbourne Water: outside drainage boundary
Power Distributor: AUSNET (Information about choosing an electricity retailer)

Planning information continued on next page

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Planning Zone Summary

Planning Zone: NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 (NRZ4)

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)
LAND SUBJECT TO INUNDATION OVERLAY (LSIO)
LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)

Areas of Aboriginal Cultural Heritage Sensitivity:
All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 27 May 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 Planning Schemes Online

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

The Planning Property Report includes separate maps of zones and overlays

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 Planning Maps Online

For other information about planning in Victoria visit www.planning.vic.gov.au

Areas of Aboriginal 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.

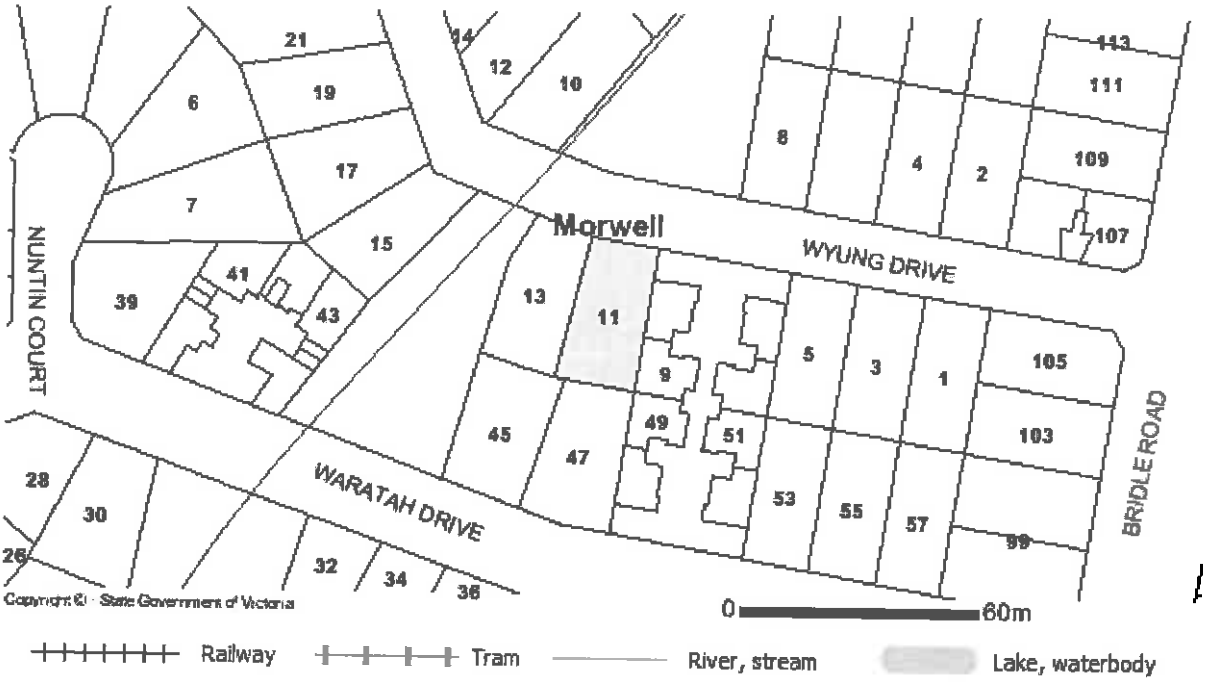
Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

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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Area Map



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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au on 28 May 2021 04:25 PM

PROPERTY DETAILS

Address:	**11 WYUNG DRIVE MORWELL 3840**
Lot and Plan Number:	**Lot 169 LP120200**
Standard Parcel Identifier (SPI):	**169\LP120200**
Local Government Area (Council):	**LATROBE** www.latrobe.vic.gov.au
Council Property Number:	**16034**
Planning Scheme:	**Latrobe** planning-schemes.delwp.vic.gov.au/schemes/latrobe
Directory Reference:	**VicRoads 699 R4**

UTILITIES

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

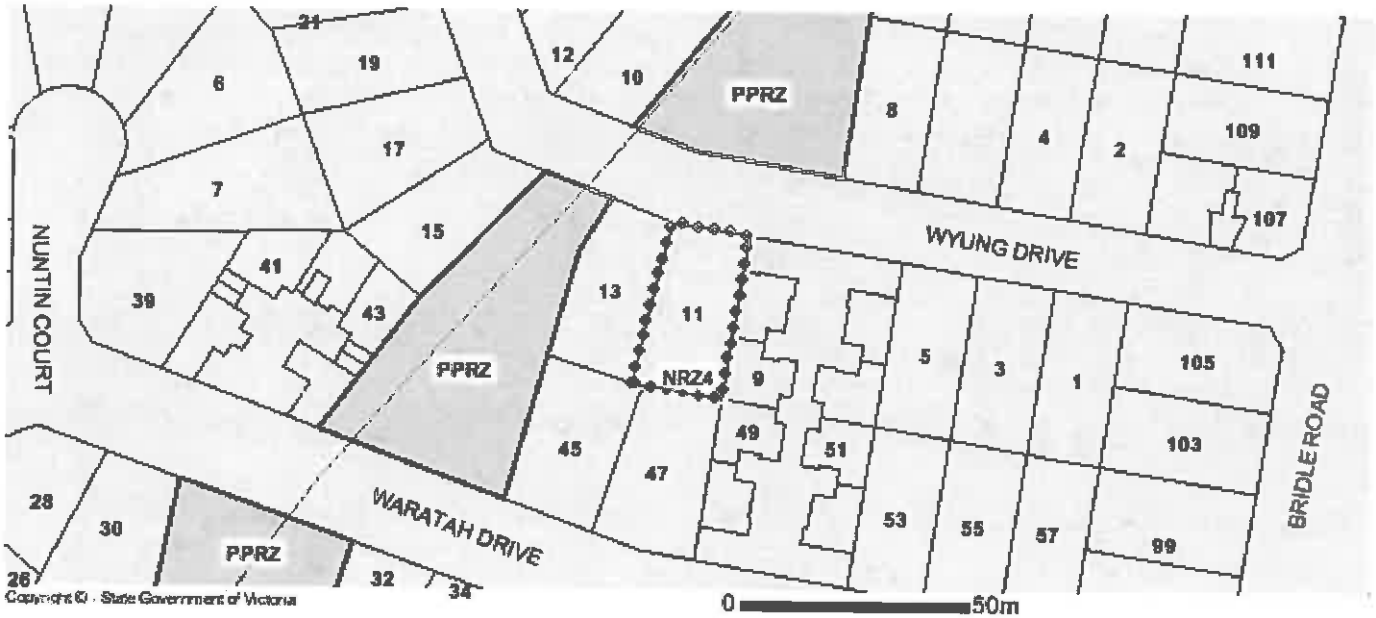
STATE ELECTORATES

Legislative Council:	**EASTERN VICTORIA**
Legislative Assembly:	**MORWELL**

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 (NRZ4)



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NRZ - Neighbourhood Residential

PPRZ - Public Park & Recreation

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

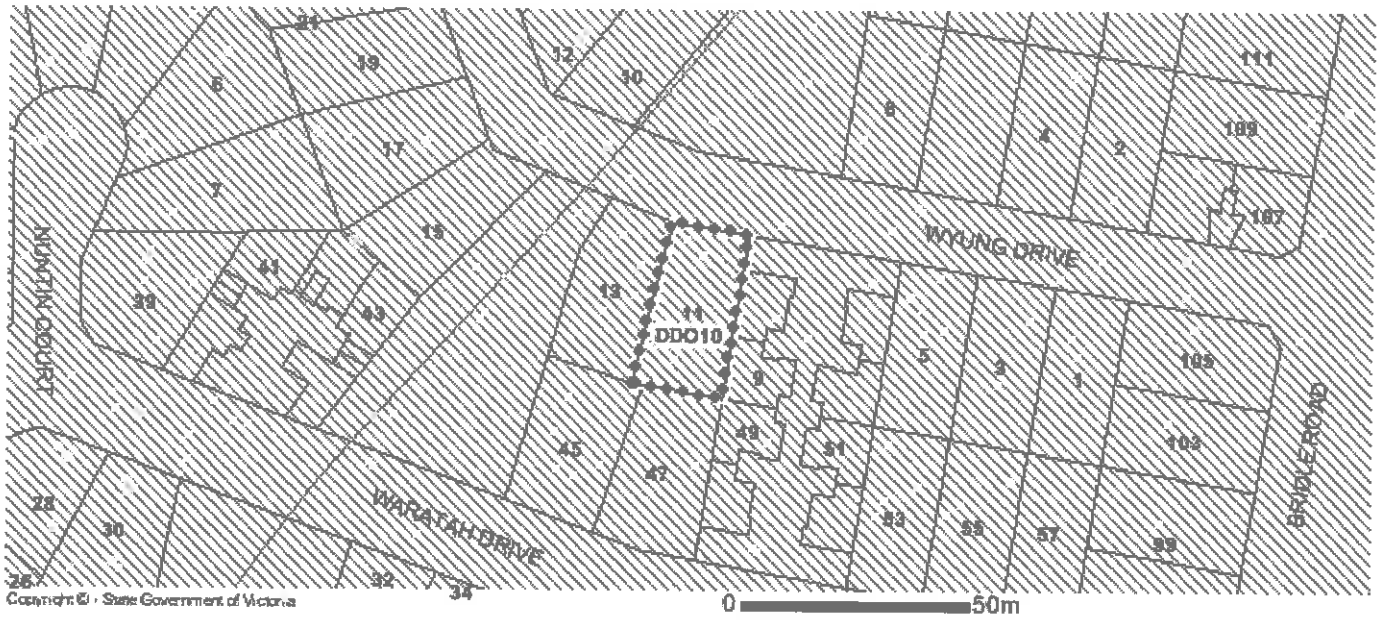
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Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)

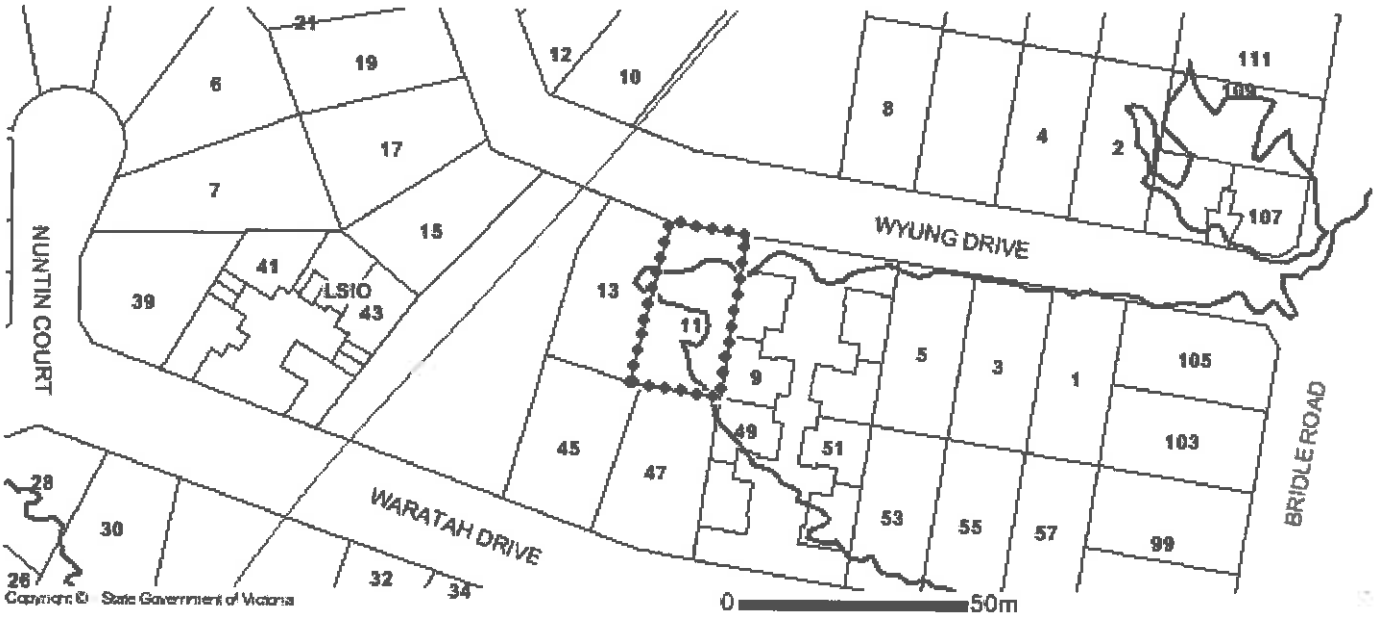


DDO - Design and Development

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

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



LSIO - Land Subject to Inundation

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

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Areas of Aboriginal Cultural Heritage Sensitivity

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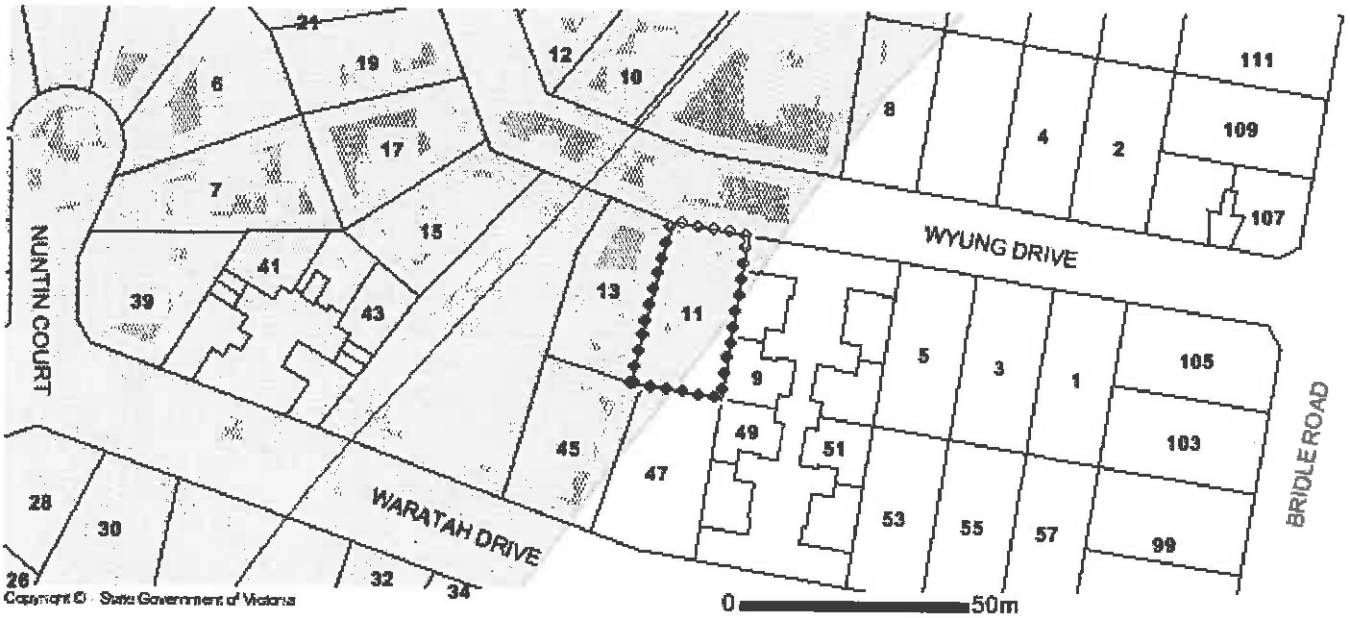
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Further Planning Information

Planning scheme data last updated on 27 May 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 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 http://mapshare.maps.vic.gov.au/vicplan

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

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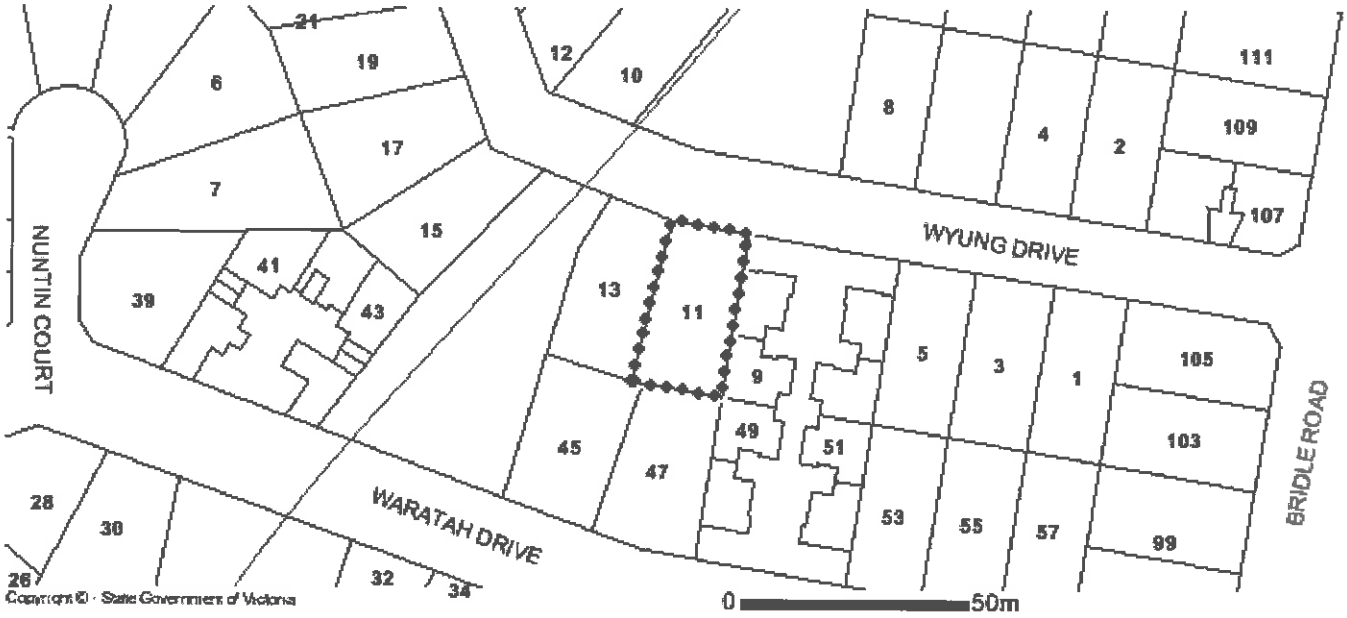
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

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 Area

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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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

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Due diligence checklist

What you need to know before buying a residential property

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