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	14 Wilkerson Way, Traralgon East 3844	
Vendor's name	Malcolm Thomas Rogers	**Date** 01/11/2026
Vendor's signature	M. T. Rogers	
Vendor's name	Barbara Jean Rogers	**Date** 01/11/2026
Vendor's signature	B J Rogers	

Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

VC Moe Conveyancing 46 Haigh Street Moe 3825 03 51277 266 office@vcmoe.com.au

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: $4,000.00

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

	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable.

1.4 **Sale Subject to Mortgage**

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ☒ 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 documents.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

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 under 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:

Not Applicable.

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:

Not Applicable.

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):

Are contained in the attached certificate.

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")

Not Applicable.

8 SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

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.

Not Applicable.

10.3. **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.
Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

☒ Vacant Residential Land or Land with a Residence

☒ Attach Due Diligence Checklist (this will be attached if ticked)

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)

Certificate of Title Volume 11409 Folio 087

Plan of Subdivision 644123R

Covenant AN009426G

Agreement Section 173 – AC761174E, AD914561P, AJ733773D

Latrobe City Council Valuation & Rates Notice

Gippsland Water Notice dated 23 September 2026

Latrobe City Council letter dated 13 October 2026

Section 137B Defect Report dated 13 October 2026

Planning Property Report

GST Withholding Notice

Due Diligence

VC Moe Conveyancing 46 Haigh Street Moe 3825 03 51277 266 office@vcmoe.com.au

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 11409 FOLIO 087 Security no : 124139417789D
Produced 08/10/2026 04:26 PM

LAND DESCRIPTION

Lot 350 on Plan of Subdivision 644123R.
PARENT TITLES :
Volume 11224 Folio 877 Volume 11224 Folio 888
Created by instrument PS644123R 08/03/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
BARBARA JEAN ROGERS
MALCOLM THOMAS ROGERS both of 14 WILKERSON WAY TRARALGON EAST VIC 3844
AU071431B 22/02/2021

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AN009426G 10/08/2016

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
AC761174E 26/03/2004

AGREEMENT Section 173 Planning and Environment Act 1987
AD914561P 04/10/2005

AGREEMENT Section 173 Planning and Environment Act 1987
AJ733773D 19/06/2012

DIAGRAM LOCATION

SEE PS644123R 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: 14 WILKERSON WAY TRARALGON EAST VIC 3844

Delivered from the LANDATA® System by InfoTrack Pty Ltd

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS644123R
Number of Pages (excluding this cover sheet)	4
Document Assembled	08/10/2026 16:26

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

PLAN OF SUBDIVISION

STAGE NO. /

LRS use only
EDITION 2

PS644123R
27/02/2013 $6,109.90 PS

Location of Land

Parish: LOY YANG
Township: ——
Section: A
Crown Allotment: 5A(PT), 9A(PT) & 10(PT)
Crown Portion: ——

Title Reference: VOL.11224 FOL.877
VOL.11224 FOL.888

Last Plan Reference: PS628388T (LOTS Y & Z)

Postal Address: (at time of subdivision) ELLAVALE DRIVE & WILKERSON WAY, TRARALGON EAST 3844

MGA Co-ordinates (of approx. centre of land in plan) E 463 000 N 5 772 500 ZONE: 55

Council Certification and Endorsement

Council Name: LATROBE CITY COUNCIL Ref: 04126/G

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

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.
(ii) The requirement has been satisfied.
(iii) The requirement is to be satisfied in Stage

Council Delegate
Council Seal
Date 11 / 5 / 12

Re-certified under section 11(7) of the Subdivision Act 1988.
Council Delegate
Council Seal
Date / /

Vesting of Roads and / or Reserves

Identifier	Council/Body/Person
RESERVE No.1	LATROBE CITY COUNCIL
RESERVE No.3	SPI ELECTRICITY PTY LTD
RESERVE No.4	LATROBE CITY COUNCIL
ROAD R1	LATROBE CITY COUNCIL

Notations

Staging This is not a staged subdivision
Planning Permit No. 04126/G

Depth Limitation DOES NOT APPLY.

LOT NUMBERS 1 TO 345 AND 368 TO 371 HAVE BEEN OMITTED FROM THIS PLAN.

BALANCE DIMENSIONS AND AREAS OF LOTS A1 & B1 ARE DEDUCED FROM TITLE.

The land being subdivided is enclosed within thick continuous lines.

Survey This plan is based on survey.

This survey has been connected to permanent marks no(s).
in Proclaimed Survey Area No. ——

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement
A - Appurtenant Easement R - Encumbering Easement (Road)

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PIPELINE AND ANCILLARY PURPOSES	SEE DIAG.	PS628388T-SEC 136 OF WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-2	PIPELINE AND ANCILLARY PURPOSES	3·80	PS628388T-SEC 136 OF WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-2	DRAINAGE	3·80	PS628388T	LATROBE CITY COUNCIL
E-3	DRAINAGE	SEE DIAG.	THIS PLAN	LATROBE CITY COUNCIL
E-4	PIPELINE OR ANCILLARY PURPOSES	SEE DIAG.	THIS PLAN-SEC 136 OF WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-5	DRAINAGE	SEE DIAG.	THIS PLAN	LATROBE CITY COUNCIL
E-5	PIPELINE OR ANCILLARY PURPOSES	SEE DIAG.	THIS PLAN-SEC 136 OF WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION

LRS use only

Statement of Compliance/ Exemption Statement
Received ☑
Date 27/2/13

LRS use only
PLAN REGISTERED
Time 4:36 PM
Date 8/3/13
LW
Assistant Registrar of Titles

Sheet 1 of 3 Sheets

Beveridge Williams
development & environment consultants
Traralgon ph : 03 5176 0374
www.beveridgewilliams.com.au

LICENSED SURVEYOR (PRINT) PIETER BRUCE VROEGOP
SIGNATURE DATE 22/11/2010
REF. 3671/20 VERSION 3

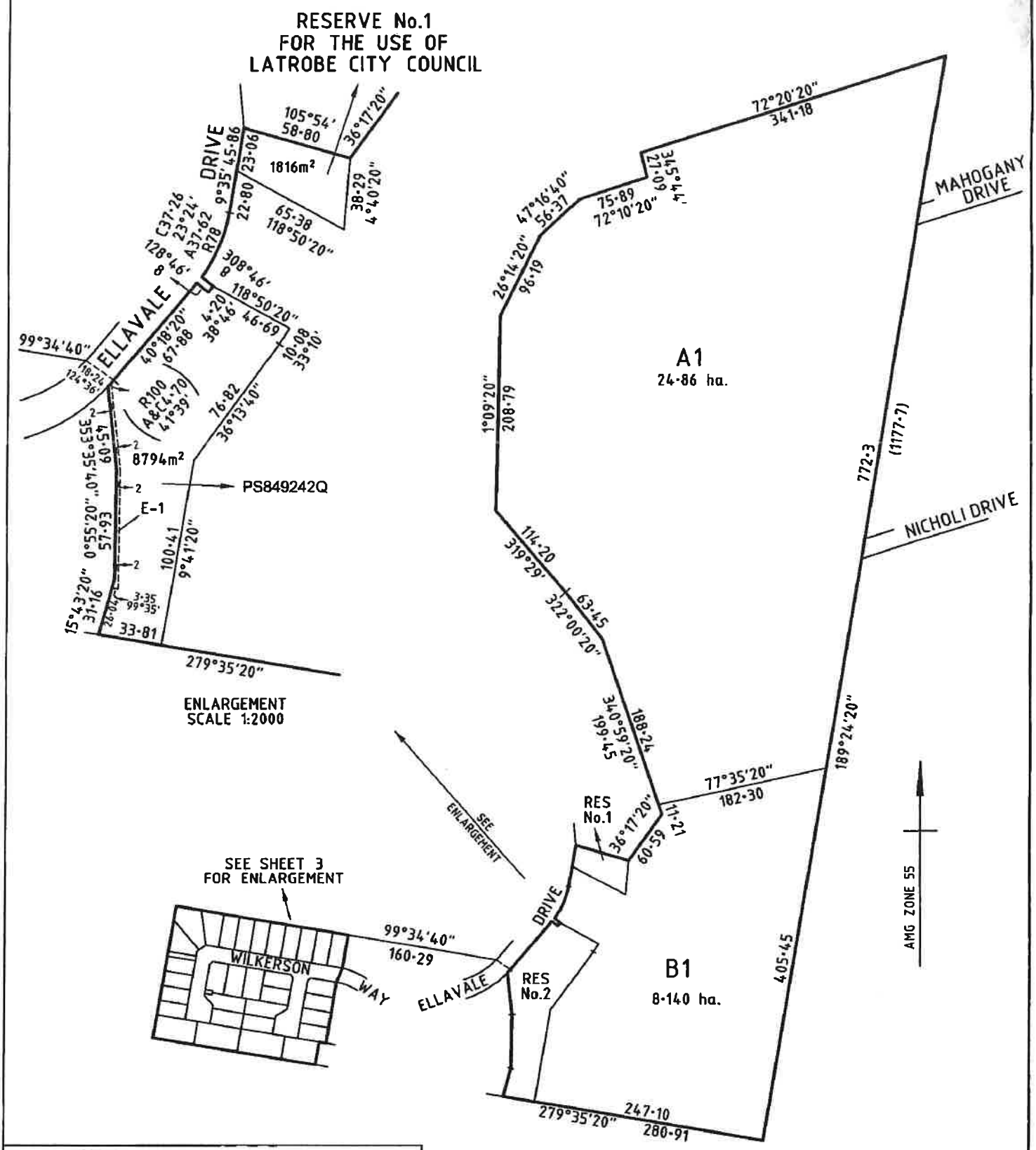
DATE 11 / 5 / 12
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No. /

Plan Number **PS644123R**



Beveridge Williams
development & environment consultants
Traralgon ph : 03 5176 0374
www.beveridgewilliams.com.au

SHEET 2

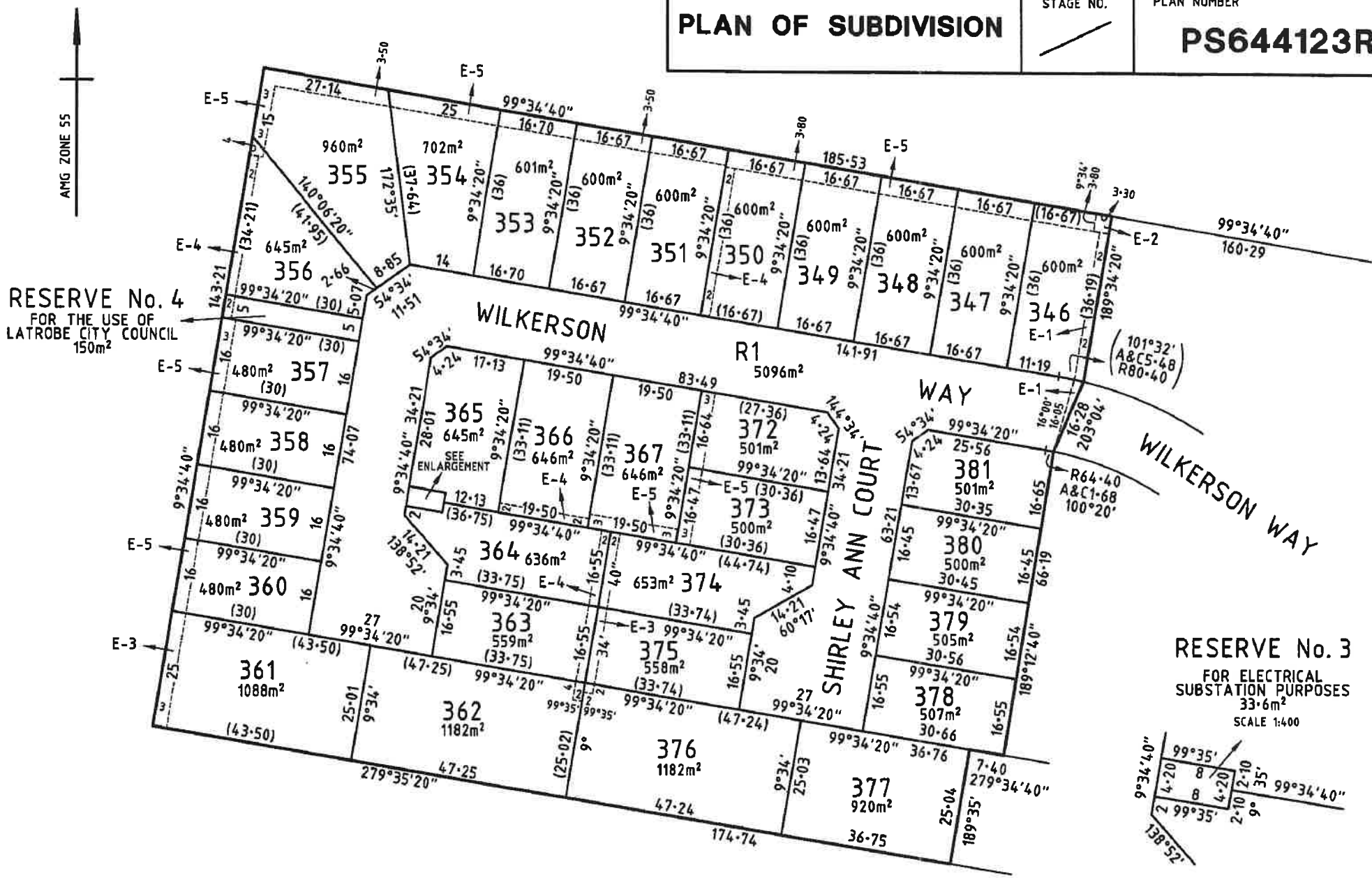
ORIGINAL		SCALE	LICENSED SURVEYOR (PRINT) PIETER BRUCE VROEGOP
SCALE 1:4000	SHEET SIZE A3	40 0 40 80 120 160 LENGTHS ARE IN METRES	SIGNATURE DATE 22/11/2010
			REF. 3671/20 VERSION 3

DATE 11/5/12
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

STAGE NO. /

PLAN NUMBER **PS644123R**



Beveridge Williams
development & environment consultants
Traralgon ph : 03 5176 0374
www.beveridgewilliams.com.au

SCALE
0 8 16 24 32
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:800
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) PIETER BRUCE VROEGOP
SIGNATURE DATE 22/11/2010
REF 3671/20 VERSION 3

SHEET 3

DATE 11/5/12
COUNCIL DELEGATE SIGNATURE

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS644123R

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
RES. 2		REMOVAL OF RESERVE STATUS	PS849242Q	06/03/24	2	JA

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AN009426G
Number of Pages (excluding this cover sheet)	3
Document Assembled	08/10/2026 16:30

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

AN009426G

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

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Lodged by

Name: .....

Phone: .....

Address: .....

.....

Reference: .....

Customer Code: .....

The transferor 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)*

Volume 11409 Folio 087

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

All our estate in fee simple

Consideration:

$130,000.00

CBA-MS 15771K

Transferor: *(full name)*

ROBERT ERNEST FARMER, BRUCE ARTHUR FARMER, PETER JOHN FARMER AND PATRICIA MARY FARMER

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

MATTHEW BARRY STONE and KELSEY JANE LEGGATT both of 870 Fernbank-Lindenow South road, Fernbank, Vic 3864 as Joint Proprietors

Creation and/or Reservation of Easement and/or Restrictive Covenant :

The Transferees for themselves and their successors and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and of each part thereof DO HEREBY COVENANT with the transferor their successors and transferees the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision No. 644123R and each and every part thereof (other than the land hereby transferred) that they will not:-

a) at any time erect or cause or suffer to be erected upon the said lot more than one main building being a dwelling house with the usual outbuildings and will not suffer any existing building to be relocated to the said lot.

b) use or permit or suffer any such main building to be used for other than residential purposes.

c) allow any external surface of the main building to remain unpainted or unstained other than a surface of brick, stone or glass.

d) erect or cause or suffer to be erected on the said lot any building constructed of cement sheeting or fibro sheeting other than such sheeting as may be used in eave cladding.

THE BACK OF THIS FORM MUST NOT BE USED

e) erect or cause or suffer to be erected upon the said lot any outbuildings other than outbuildings that are constructed of brick, brick veneer, timber or colorbond.

f) erect or cause or suffer to be erected upon the said lot any building consisting wholly or partly of second hand materials other than second hand bricks or stone and they will not erect or cause or suffer to be erected any other structure or any fence consisting wholly or partly of second hand materials.

g) subdivide the said lot.

AND IT IS HEREBY AGREED that the benefit of the foregoing covenants shall be attached to and run at law and in equity with the land comprised in the said Plan of Subdivision so that the burden thereof shall be annexed to and run at law and in equity with the said Lot hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said Lot as an encumbrance affecting the same and every part threof.

Dated:

Execution and attestation:

Signed by ROBERT ERNEST FARMER by being signed by BRUCE ARTHUR FARMER pursuant to a General or Enduring Power of Attorney dated 22/02/2001 which is in the form authorised by Victorian Legislation and of which the attorney has no notice of revocation in the presence of:))

Bruce A Farm Bruce
Signature of Attorney

CBA - MA 15771K

Witness: .....

Signed by BRUCE ARTHUR FARMER in the presence of:))

Bruce A Farm Bruce
BRUCE ARTHUR FARMER

Witness: .....

Signed by PETER JOHN FARMER in the presence of:))

P. Farmer
PETER JOHN FARMER

Witness: .....

Kelsey Leggatt
Duty Use Only

9741205A

T2

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

AN009426G

Annexure Page

Transfer of Land Act 1958

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

This is page 3 of *Approved Form T2* dated
between Robert Ernest Farmer, Bruce Arthur Farmer, Peter John Farmer and Patricia mary Farmer Matthew Barry Stone and Kelsey Jane Leggatt

Signatures of the Parties

Robert Ernest Farmer

Bruce Arthur Farmer

Peter John Farmer

Patricia Mary Farmer

Matthew Barry Stone

Kelsey Jane Leggatt

Panel Heading

Signed by PATRICIA MARY FARMER by being signed by BRUCE ARTHUR FARMER pursuant to a General or Enduring Power of Attorney dated 17/03/2001 which is in the form authorised by Victorian Legislation and of which the attorney has no notice of revocation in the presence of:)
)

Signature of Attorney

Witness: .....

Signed by MATTHEW BARRY STONE in the presence of:)
)

MATTHEW BARRY STONE

CBA - [illegible] 1577 TK

Witness: .....

Signed by KELSEY JANE LEGGATT in the presence of:)
)

KELSEY JANE LEGGATT

Witness: .....

9741205A

A1

Page 3 of 3

1. If there is insufficient space to accommodate the required information in a panel of the attached 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.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached Form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AC761174E
Number of Pages (excluding this cover sheet)	5
Document Assembled	08/10/2026 16:30

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

AC761174E
26/03/2004 $59 173

Application by a Responsible Authority
Referral Authority or Council
for the making of a recording of an agreement
Section 181(1) Planning and Environment Act 1987

OFFICE OF TITLES
TPV.
VICTORIA

Lodged by:

Name:	McDonough & Co
Phone:	(03) 5176 1000
Address:	68 Seymour Street, Traralgon
Ref:	PMcD:FT:8508
Customer Code:	2296M

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land:	Lot Q on Plan of Subdivision No. 511718B and being ~~part of~~ the land contained in Certificate of Title Volume ~~10489~~ 10790 Folio ~~167~~ 383 ~~116~~.
Authority or Council:	Latrobe City Council Municipal Offices, Kay Street, Traralgon, 3844
Section and Act under which Agreement made:	Section 173 of the Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

DAC761174E-1-2

Date: 22.3.04

Signed: ..... J. ALAN EDEN

An Authorised Officer of the Latrobe City Council

Specify office held: MANAGER DEVELOPMENT APPROVALS.

26/3/04

THIS AGREEMENT is made the 17 day of November Two thousand and three.

BETWEEN:

LATROBE CITY COUNCIL the municipal offices of which are situated at Kay Street, Traralgon in the State of Victoria ("the Council") of the first part

and

ROBERT ERNEST FARMER, BRUCE ARTHUR FARMER, PETER JOHN FARMER and **PATRICIA MARY FARMER** of Farmers Road, Traralgon in the said State ("the Owner") of the second part

DAC761174E-2-1

WHEREAS:

A. The Owner is the registered proprietor of the land described in Certificate of Title Volume 10489 Folio 167 and has made an application to the Council as the responsible authority under the La Trobe Planning Scheme ("the Scheme") for a permit to subdivide the land contained in Certificate of Title Volume 10489 Folio 167.

B. The Council has granted Planning Permit No. 03070 dated the 9th May 2003 ("the Permit") for the subdivision of the land contained in Certificate of Title Volume 10489 Folio 167 subject to conditions including a condition as follows:-

"Prior to the issue of a Statement of Compliance the owner must:

(a) enter into an agreement under Section 173 of the Planning and Environment Act which shall provide that:

(i) the future development of the balance lot must generally accord with the Outline Development Plan adopted by the responsible authority, as amended from time to time.

(ii) a contribution in respect of the provision of public open space, of land equivalent to 5% of the land in this stage, or cash-in-lieu, or some combination, may, at the discretion of the responsible authority, be added to the contribution required in respect of any subsequent subdivision of the balance Lot.

AC761174E 173 26/03/2004 $59

(b) the agreement must be registered on title of the balance lot produced by this Subdivision.

C. That pursuant to the permit the Council has certified Plan of Subdivision No. 511718B. ("the current subdivision").

D. That the land described in the Permit as the "balance lot" is the land described as Lot Q on the subdivision and being part of the land contained in Certificate of Title Volume 10489 Folio 167 ("the subject land").

NOW THIS AGREEMENT DOES WITNESS AS FOLLOWS:

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

   "The Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the subject land.

2. The Owner with the intent that this covenant shall run with the land hereby covenants and agrees:

   (a) That the future subdivision of the subject land must generally accord with the outline Development Plan adopted by the Council, as amended from time to time.

   (b) That a contribution in respect of the provision of public open space, of land equivalent to 5% of the land in the current subdivision, or cash-in- lieu, or some combination, may, at the discretion of the responsible authority, be added to the contribution required in respect of any future subdivision of the subject land.

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

4. Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

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

6. Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

   (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

   (b) execute a deed agreeing to be bound by the terms of this Agreement.

The Owner covenants and agrees to pay the Council's costs of and incidental to the execution of this Agreement and the registration of a Memorandum of the Agreement at the Office of Titles pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the Memorandum at the Office of Titles.

AC761174E 173
26/03/2004 $59
DAC761174E-3-9

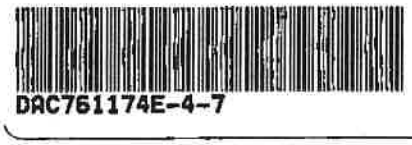
8. This Agreement will end pursuant to Section 177 of the Act. As soon as reasonably practical after the Agreement has ended, the Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

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

(a) be delivering it personally to that party;

(b) by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

(c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.



A notice or other communication is deemed served:

(d) if delivered, on the next following business day;

(e) if posted, on the expiration of two business days after the date of posting; or

(f) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

EXECUTED BY THE PARTIES on the date set out at the commencement of this Agreement.

THE SEAL of **LATROBE CITY COUNCIL** was hereunto affixed this 1st day of December 2003 in the presence of:



..... *Chief Executive Officer*



Signed by **ROBERT ERNEST FARMER** in the presence of:

.....

R. E. Farmer

Signed by **PATRICIA MARY FARMER** by her Attorney **BRUCE ARTHUR FARMER** pursuant to Enduring Power of Attorney dated 17 March 2001 in the presence of:)

Bruce A Farmer

.....

Signed by **PETER JOHN FARMER** by his Attorney **BRUCE ARTHUR FARMER** pursuant to Enduring Power of Attorney dated 17 March 2001 in the presence of:)

Bruce A Farmer

.....

Signed by **BRUCE ARTHUR FARMER** in the presence of:)

Bruce A Farmer

.....

DAC761174E-5-5

AC761174E
26/03/2004 $59 173

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AD914561P
Number of Pages (excluding this cover sheet)	6
Document Assembled	08/10/2026 16:30

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

AD914561P
04/10/2005 $92.30 173

Application by a Responsible Authority
Referral Authority or Council
for the making of a recording of an agreement
Section 181(1) Planning and Environment Act 1987

OFFICE OF TITLES R.D.S. VICTORIA

Lodged by:
Name: McDonough & Co
Phone: (03) 5176 1000
Address: 68 Seymour Street, Traralgon
Ref: PMcD:AN:9663
Customer Code: 2296M

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 10821 Folio 042

Authority or Council: Latrobe City Council
Municipal Offices,
141 Commercial Road Morwell,3840

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

A copy of the Agreement is attached to this Application.

Date: 28 Sept 05

DAD914561P-1-2

Signed: Pollard
.....
An Authorised Officer of the Latrobe City Council

Specify office held: Planning Team Leader

6 OCT 2005

THIS AGREEMENT is made the 21st day of September Two thousand and five.

BETWEEN:

LATROBE CITY COUNCIL the municipal offices of which are situated at 141 Commercial Road Morwell in the State of Victoria ("the Council") of the first part

and

ROBERT ERNEST FARMER, BRUCE ARTHUR FARMER, PETER JOHN FARMER and **PATRICIA MARY FARMER** of Farmers Road, Traralgon in the said State ("the Owner") of the second part

DRD914561P-2-1

WHEREAS:

A. The Owner is the registered proprietor of the land described in Certificate of Title Volume 10821 Folio 042 ("the land") and has made an application to the Council as the responsible authority under the Latrobe Planning Scheme ("the Scheme") for a permit to subdivide the land.

B. The Council has granted Planning Permit No. 04126 dated the 22nd June 2004 ("the Permit") for the subdivision of the land by stages subject to conditions including a condition as follows:-

"4. The owner/developer must meet the specific requirements of the Responsible Authority (Latrobe City Council) in that:

(a) The following works and items must be provided in accordance with plans and specifications approved by the Responsible Authority:

(xii) Fencing to be provided along the boundary of residential lots adjacent to reserves."

C. As condition 4 (a) (xii) has not yet been completed it has been agreed that the parties shall enter into an agreement under Section 173 of the Planning and Environment Act to ensure future compliance with this condition.

D. The agreement must be registered on the title for each of the Lots affected by the agreement.

E. That pursuant to the permit the Council has certified Plan of Subdivision No. 532030Y. ("the current subdivision").

F. That Lots 325, 327, 328 and 329 shall be included in a subsequent stage of a subdivision and will be part of the land contained in Certificate of Title Volume 10821 Folio 042 ("the subsequent subdivision").

NOW THIS AGREEMENT DOES WITNESS AS FOLLOWS:

AD914561P
04/10/2005 $92.30 173

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

"The Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the subject land.

2. The Owner with the intent that this covenant shall run with the land hereby covenants and agrees:

   (a) Within three (3) months of an occupancy certificate being issued for a dwelling on Lots 256, 257, 262, 263, 264, 325, 327, 328 and 329 the owner of each Lot shall along the boundary adjacent to the reserve construct a fence to the following specifications:

      (i) a minimum height of 1.8 metres above the ground;

      (ii) posts to be no further apart than 2.67 metres;

      (iii) using only concrete posts, concrete plinths and concrete plinth blocks;

      (iv) the posts and plinth blocks to be firmly affixed to the ground with concrete;

      (v) all fence timbers, purlins and palings to be treated pine;

      (vi) with three purlins in each panel;

      (vii) the top and bottom purlin to be 75mm x 50mm, and the middle purlin to be 75mm x 40mm;

      (viii) with the upper 100mm paling to overlap the lower paling by at least 20mm.

   (b) The fence shall be constructed at the owners cost and at no cost to the Council.

   (c) The owner shall at all times maintain the fence to a standard satisfactory to the Council and shall comply with any request of the Council to effect any repairs. Such maintenance and repairs shall be done at the owners cost and at no cost to the Council.

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

4. Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the land which may be affected by this Agreement.

5. The Owner agrees to do all things necessary to enable the Council to enter a Memorandum of this Agreement on the Certificate of Title to the land in accordance with Section 181 of the Act including signing of any further Agreement,

acknowledgement or document to enable the said Memorandum to be registered under that Section.

6. Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the land, successors in title shall be required to:
   (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
   (b) execute a deed agreeing to be bound by the terms of this Agreement.
7. The Owner covenants and agrees to pay the Council's costs of and incidental to the execution of this Agreement and the registration of a Memorandum of the Agreement at the Office of Titles pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the Memorandum at the Office of Titles.
8. This Agreement will end pursuant to Section 177 of the Act. As soon as reasonably practical after the Agreement has ended, the Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.
9. A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:
   (a) be delivering it personally to that party;
   (b) by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
   (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

   A notice or other communication is deemed served:
   (d) if delivered, on the next following business day;
   (e) if posted, on the expiration of two business days after the date of posting; or
   (f) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

EXECUTED BY THE PARTIES on the date set out at the commencement of this Agreement.

AD914561P
04/10/2005 $92.30 173

THE SEAL of **LATROBE CITY COUNCIL** was hereunto affixed this 21st day of September 2005 in the presence of:

.....*Chief Executive Officer*

CITY LATROBE COUNCIL Common Seal

Signed by **ROBERT ERNEST FARMER** by his Attorney **BRUCE ARTHUR FARMER** pursuant to Enduring Power of Attorney dated 22 February 2001 in the presence of:

KELLY ANNE WATSON
68 SEYMOUR STREET
TRARALGON

Signed by **PATRICIA MARY FARMER** by her Attorney **BRUCE ARTHUR FARMER** pursuant to Enduring Power of Attorney dated 17 March 2001 in the presence of:

KELLY ANNE WATSON
68 SEYMOUR STREET
TRARALGON

Signed by **PETER JOHN FARMER** by his Attorney **BRUCE ARTHUR FARMER** pursuant to Enduring Power of Attorney dated 17 March 2001 in the presence of:

KELLY ANNE WATSON
68 SEYMOUR STREET
TRARALGON

DAD914561P-5-5

Signed by **BRUCE ARTHUR FARMER** in the presence of:

KELLY ANNE WATSON
68 SEYMOUR STREET
TRARALGON

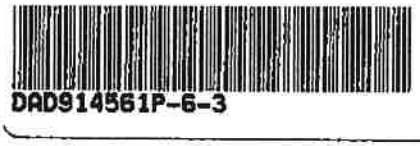
DATED 2005

BETWEEN:

LATROBE CITY COUNCIL

AND ROBERT ERNEST FARMER, BRUCE ARTHUR FARMER, PETER JOHN FARMER AND PATRICIA MARY FARMER

SECTION 173 AGREEMENT



McDonough & Co
Solicitors
68 Seymour Street
TRARALGON 3844

Tel: 5176 1000
DX: 84411 Traralgon
Fax: 5176 1020
Ref: PMD:AN 9896

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AJ733773D
Number of Pages (excluding this cover sheet)	7
Document Assembled	08/10/2026 16:30

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

AJ733773D
19/06/2012 $107.50 173

Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Section 181(1) Planning and Environment Act 1987

Lodged by: McDonough & Co

Name:
Phone:
Address:
Reference:
Customer Code: 2296M

The Authority in having made an Agreement referred to in section 181 (1) of the Planning and Environment Act 1987 requires a recording to be made in the register for the land.

Land — Volume 11224 Folio 877
Volume 11224 Folio 888

Authority — Latrobe City Council
141 Commercial Road
MORWELL VIC 3840

Section and Act under which agreement made:

Section 173
Planning and Environment Act 1987

A copy of the Act Agreement is attached to this Application

Signature of Authority: LJA

Name of Officer: Lyn Akarsu

Designation of Officer: Planning Administration Officer

Date: 31 May 2012

Planning and Environment Act Regulations -9.1

THIS AGREEMENT is made the 29th day of May 2012

PARTIES

1. **LATROBE CITY COUNCIL** of 141 Commercial Road, Morwell, Victoria ("Council").

2. **MILBURN GRANGE PTY LTD and ROBERT ERNEST FARMER, BRUCE ARTHUR FARMER, PETER JOHN FARMER, & PATRICIA MARY FARMER** of 175 Melrossa Road, Traralgon, Victoria ("Owner")

RECITALS

A. The Owner is the registered proprietor of the Subject Land.

B. Council is the Responsible Authority for the administration and enforcement of the Scheme pursuant to the Act.

C. Section 173 of the Act permits a Responsible Authority in its own behalf or jointly with any other person or bodies to enter into an agreement under seal not inconsistent with the Act or the Planning Scheme and which regulates the use or the development of the land or the doing of acts on the land;

D. The Council has granted the Owner the Planning Permit which Permit allowed certain development on or with the land, but the conditions of which Permit require the Owner to enter into this Agreement pursuant to Section 173 of the Act and that the agreement be registered against title to the owner's land pursuant to Section 181 of the Act; and

E. The parties enter into this Agreement to facilitate the requirements referred to in Paragraph D above.

THE PARTIES AGREE

AJ733773D
19/06/2012 $107.50 173

1. DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987;

"Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

"Approved" means approved by the Council;

"Council" means the council for the municipal district of the Latrobe City Council;

"Subject Land" means the land situated at Ellavale Drive, Traralgon East being the land referred to in Certificate of Title Volume 11224 and Folio 877 and Volume 11224 and Folio 888 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

"Owner" means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Land or any part of it and includes a Mortgagee in possession;

"Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

"Permit" means Planning Permit Number 04126/H issued to the Owner by the Council;

"Scheme" means the Latrobe Planning Scheme;

"Tribunal" means the Victorian Civil and Administrative Tribunal.

AJ733773D
19/06/2012 $107.50 173

2. OWNER'S COVENANTS

2.1 The Agreement

The Owner, pursuant to the permit and all applicable laws covenants with the Council as follows:-

a) That lot 356 and 357 have side fencing along the drainage reserve that is no more than 1 metre in height from the front (eastern) boundary for a length of 10 metres. The remaining side fencing must not be more than 1.8 metres in height for the remaining length; and

b) That unless otherwise permitted by the written approval of the Responsible Authority, any subsequent development of Lot 361 must not interfere with nor negate the effectiveness of the opening in the fence structure (associated with the capture of overland stormwater flows from adjacent upstream areas), which must be maintained by the owner to the satisfaction of the Responsible Authority.

2.2 Notice

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Land.

2.3 Compliance

The Owner covenants to:

(a) comply with the requirements of all statutory authorities in relation to the development of the Land;

(b) comply with all statutes, regulations, local laws and planning controls in relation to the Land; and

(c) take all necessary steps to comply with the obligations of each clause in this Agreement;

2.4 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Land.

2.5 Council's Costs to be Paid

The Owner covenants to pay immediately on demand to the Council the Council's reasonable costs and expenses (including legal expenses) incidental to

the drawing and engrossment, registration, enforcement and release, when applicable, of this Agreement which (until paid) are and remain a charge on the Land.

2.6 Indemnity

The Owner covenants to indemnify and keep indemnified the Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgment or claim brought by any person arising from or referrable to this Agreement or any non-compliance with this Agreement.

2.7 Council Access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

2.8 Registration of Agreement

The Owner agrees to do all things necessary register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgment or other document and to do so at the Owner's own expense and to provide all required proofs to the Council of the due registration thereof.

3. EFFECT OF AGREEMENT

3.1 Agreement under Section 173 of the Act

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement that this Agreement is made pursuant to Section 173 of the Act.

3.2 Agreement runs with the Land

This Agreement will come into force and effect as from the date of this Agreement and the benefit and burden of this Agreement will run with and be annexed to the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor for the time being of the Land.

3.3 Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme.

4. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

AJ733773D
19/06/2012 $107.50 173

5. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as this Agreement is registered on the title to the Land, successors in title shall be required to:

(a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

(b) execute a deed agreeing to be bound by the terms of this Agreement.

6. NOTICES

Any notice or other communication required or permitted to be served on any other party must be in writing and may be served or given by:

(a) delivering it personally or sending it by pre-paid post to that party at its address as set out in this Agreement or to such other address as that party may nominate in writing from time to time; or

(b) sending it by facsimile to that party provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post;

and the notice of communication will be deemed to have been served or given:

(c) if delivered personally, on the date of delivery;

(d) if sent by facsimile, on the date on which the sending party's facsimile machine records that the facsimile has been despatched; and

(e) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

7. FURTHER ASSURANCE

Each of the parties to this Agreement will sign and execute all further documents and deeds and do all acts and things as will reasonably be required to effect the terms and conditions contained in this Agreement.

8. NO WAIVER

Any time or other indulgence granted by either party to this Agreement to the other party or any variation of the terms and conditions of this Agreement or any judgment or order obtained by either party against the other party will not in any way amount to a wavier of any of the rights or remedies of that party in relation to the terms of this Agreement.

9. 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 will be severed and the other provisions of this Agreement will remain operative.

AJ733773D
19/06/2012 $107.50 173

10. GOVERNING LAW

This Agreement is governed by and will be construed in accordance with the laws from time to time in force in the State of Victoria.

11. DISPUTES

11.1 In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such dispute shall be referred to the Tribunal for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referrable to the Tribunal pursuant to the act, such disputes shall be and is hereby referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.

11.2 Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation to such provision, the dispute shall be referred to the Tribunal in accordance with the Act.

11.3 The parties shall be entitled to legal representation for the purposes of any arbitration or referred to in clauses 11.1 and 11.2 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

12. NO FETTERING OF RESPONSIBLE AUTHORITY'S POWERS

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

AJ733773D
19/06/2012 $107.50 173

EXECUTED AS A DEED PURSUANT TO SECTION 174(1) OF THE ACT

AJ733773D
19/06/2012 $107.50 173

The common seal of Latrobe City Council was affixed in accordance with Local Law No. 1 this 29 day of May 2012 in the presence of:

Paul Buckley *Chief Executive Officer*

LATROBE CITY COUNCIL Common Seal

SIGNED SEALED AND DELIVERED by

in the presence of:

..... Witness

SIGNED SEALED AND DELIVERED by

in the presence of :

..... Witness

SIGNED SEALED AND DELIVERED by

in the presence of :

..... Witness

SIGNED SEALED AND DELIVERED by

in the presence of :

..... Witness

SIGNED SEALED AND DELIVERED by

in the presence of :

..... Witness

LATROBE CITY COUNCIL

ABN: 92 472 314 133

VALUATION AND RATES NOTICE

1 July 2026 to 30 June 2027

Date of Issue
17/08/2026

Assessment number	722207
OVERDUE - PAY NOW	$0.00

⊢016646 034

Mrs B J Rogers and Mr M T Rogers
14 Wilkerson Way
TRARALGON EAST VIC 3844

Instalment due dates	Amount due
30 September 2026	$582.19
30 November 2026	$582.16
28 February 2027	$582.16
31 May 2027	$582.14

Payments made after the due dates may be charged interest at 10% p.a.

Rates and Charges at your property - 1 July 2026 to 30 June 2027

Property	14 Wilkerson Way, TRARALGON EAST VIC 3844
Description	L 350 PS 644123
Property owner/s	Mr M T Rogers & Mrs B J Rogers
Council Ward	LOY YANG

Property valuation date	01 January 2026, effective as 01 July 2026
Capital Improved Value (CIV)	$610,000
Site value (Site value is included in your CIV amount)	$225,000
Net annual value	$30,500
AVPCC	110 - Detached Home

Council Rates & Charges	
General Rates Residential (0.0029128 x CIV)	$1,776.80
Municipal Charge	$159.00
Waste Services Charges	
(Rubbish x1, Recycling x1, Organics x1)	$434.00
State Government Charges	
Emergency Services & Volunteers Fund Levy - Residential (0.000173 x CIV)	$105.55
Emergency Services & Volunteers Fund Fixed Charge	$139.00
EPA Victoria Landfill Levy	$37.00
Sub-total of current year charges	$2,651.35
Other Charges (if applicable)	
Rebates and Payments	
Municipal Concession	-$272.70
Emergency Services & Volunteers Fund State Government Concession	-$50.00
TOTAL AMOUNT DUE	$2,328.65

See reverse for payment methods and important information.

Payments made on or after 17 August 2026 may not be included

Gippsland Water

Customer enquiries
1800 050 500

Faults & emergencies 24hrs
1800 057 057

www.gippswater.com.au

M Rogers & B Rogers
14 Wilkerson Way
TRARALGON VIC 3844

034
I000924
DLX1_1965

Account number:
0021244103

Amount due:
$344.15

Pay by:
21 October 2026

Date of issue: 23 September 2026

Tax invoice: 7614694

Service address:
14 Wilkerson Way Traralgon East Vic 3844

Previous balance	$407.55
Payments received up to 23 September 2026	$407.55 CR
Balance	$0.00
Current charges (over page)	$472.68
Concession entitlement	$128.53 CR
Total amount due	**$344.15**
Total includes GST of	*$0.00*

Payment assistance is available
If you are having difficulty paying your bill, we can help. Call us on 1800 050 500

We issue invoices three times per year.

How to pay

Direct Debit
To register for direct debit call us or visit www.gippswater.com.au/direct-debit

BPAY
Biller Code: 3475
Ref: 3680 0000 2124 4103 0

Centrepay
Use Centrepay to make regular deductions from your Centrelink payment. Centrepay is a voluntary and easy payment option available to Centrelink customers.
Go to serviceaustralia.gov.au/centrepay for more information on how to set up your Centrepay deductions.

Online
Scan the QR code with your smartphone or go to my.gippswater.com.au/pay-now to pay with Visa or Mastercard.

Phone
Call 1800 050 500 and select Option 1.

Post Office
Pay in person at any Australia Post outlet.

To mail your payment, detach the bottom section of the next page and mail with your cheque to:
PO Box 348 TRARALGON VIC 3844.

LATROBE CITY COUNCIL

Latrobe City ABN 92 472 314 133
TTY (NRS) 133 677
AUSDOC DX2 177733 Morwell
PO Box 264 MORWELL 3840
latrobe@latrobe.vic.gov.au
1300 367 700 | LATROBE.VIC.GOV.AU

Your Ref: 82222162-001-6
Our Ref: P52140

13 October 2026

Verhoeven & Curtain Pty Ltd C/- InfoTrack (LEAP) c/o
LANDATA
DX 250639
MELBOURNE VIC

Dear Sir/Madam,

Building Act 1993
Building Regulations 2018
Regulation 51(1)

Property: 14 Wilkerson Way, Traralgon East Vic 3844
L 350 PS 644123 CT-11409/087

With reference to your request received on 12 October 2026 for information relative to the above property under regulation 51(1), you are advised that the following building permits and/or certificates have been issued in the preceding ten (10) years;

Our Ref: **2016/55571**	**DWELLING AND GARAGE**
Building Permit	Issued: **20 December 2016**
Occupancy Permit	Issued: **26 May 2017**
Our Ref: **2020/59836**	**DECK**
Building Permit	Issued: **13 August 2020**
Certificate of Final Inspection	Issued: **28 October 2020**

There are no current determinations made pursuant to regulation 64(1) or exemptions granted under regulation 231(2).

There are no current notices or orders issued against the property.

If you require further information, please contact the Building Services Administration Officer on 1300 367 700.

Yours sincerely,

Mason Tennant
Coordinator Building Services

Smart Choice Permits Pty Ltd
29 Hotham Street Traralgon VIC 3844
03 7019 5521
admin@scbuildingpermits.com.au
www.scbuildingpermits.com.au
ABN 52 642 030 288

SECTION 137B DEFECT REPORT

Property: 14 Wilkerson Way Traralgon East VIC 3844
Owner: Malcolm Rogers
Building Works: Rear verandah over existing deck
Inspection Date: 13 October 2026



1. PURPOSE AND SCOPE

This report has been prepared following a visual inspection of the existing rear verandah to identify apparent building defects and non-compliances.

The inspection was visual and non-destructive. Concealed construction, including footings and structural connections, could not be verified.

2. DESCRIPTION OF BUILDING WORKS

The verandah is approximately 7 metres wide by 5 metres deep and is constructed over an existing deck at the rear of the dwelling. The works were undertaken without a building permit in mid 2021.

The roof is clad with Custom Orb metal sheeting incorporating a polycarbonate strip and is pitched at approximately 2.5 degrees. One side of the verandah is partially enclosed with Colorbond sheeting for privacy and weather protection.

The roof framing comprises 190 x 45 mm MPG10 rafters at approximately 900 mm centres, supported by 90

x 90 mm treated pine posts. The posts extend into the ground, with the concrete footings concealed and unable to be inspected.

The verandah roof is bolted through the existing brick veneer. No direct structural connections to the dwelling's internal framing were visible during the inspection.

3. INSPECTION FINDINGS

The verandah appeared to be constructed to a reasonable standard and was in good overall condition. No obvious defects, significant deterioration or visible structural distress were identified at the time of inspection.

The following matters could not be verified:

- The adequacy and depth of the post footings, as these were concealed below ground.
- The structural adequacy of the roof connection to the dwelling, as no connections to the internal dwelling framing were visible.
- The adequacy of the roof sheeting and flashing system at the installed roof pitch.

The roof pitch of approximately 2.5 degrees is relatively low for conventional Custom Orb sheeting and may be below the minimum recommended by the manufacturer for the installed profile, which is normally 5 degrees. Being an external verandah this does not pose any risk.

4. DEFECTS AND NON-COMPLIANCES

No obvious physical defects were identified during the inspection. However, the verandah was constructed without a building permit and its compliance with the applicable building requirements has not been formally established.

The concealed footings and structural connections, together with the low roof pitch, remain matters that could not be fully assessed during the inspection.

5. CONCLUSION

The rear verandah appears to be well constructed and was in good condition at the time of inspection. No obvious defects or immediately apparent structural issues were observed.

However, the works were undertaken without a building permit. Council may undertake enforcement action and require the owner to obtain the necessary building approval, potentially including a building permit and any associated inspections or documentation.

Based on the areas visible at the time of inspection, no specific physical rectification works were clearly identified as necessary. This does not confirm compliance of concealed construction or establish that the verandah satisfies all applicable building requirements.

6. LIMITATIONS

This report is based on a visual, non-destructive inspection of accessible areas only. No excavation or destructive investigation was undertaken. Footings, concealed framing, structural connections and other concealed components were not verified.

No structural calculations, manufacturer confirmation or specialist assessment of the roof cladding system was undertaken. This report does not replace a building permit, engineering assessment or formal determination of compliance by the relevant building surveyor or building authority.

Prepared by:



Jonathan Joseph
Registered Building Surveyor Unlimited – BS-U 100155
Qualified Civil Engineer

PHOTOS











PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 14 October 2026 10:32 AM

PROPERTY DETAILS

Address:	**14 WILKERSON WAY TRARALGON EAST 3844**
Lot and Plan Number:	**Lot 350 PS644123**
Standard Parcel Identifier (SPI):	**350\PS644123**
Local Government Area (Council):	**LATROBE** www.latrobe.vic.gov.au
Council Property Number:	**52140**
Planning Scheme:	**Latrobe** Planning Scheme - Latrobe
Directory Reference:	**Vicroads 697 O6**

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**

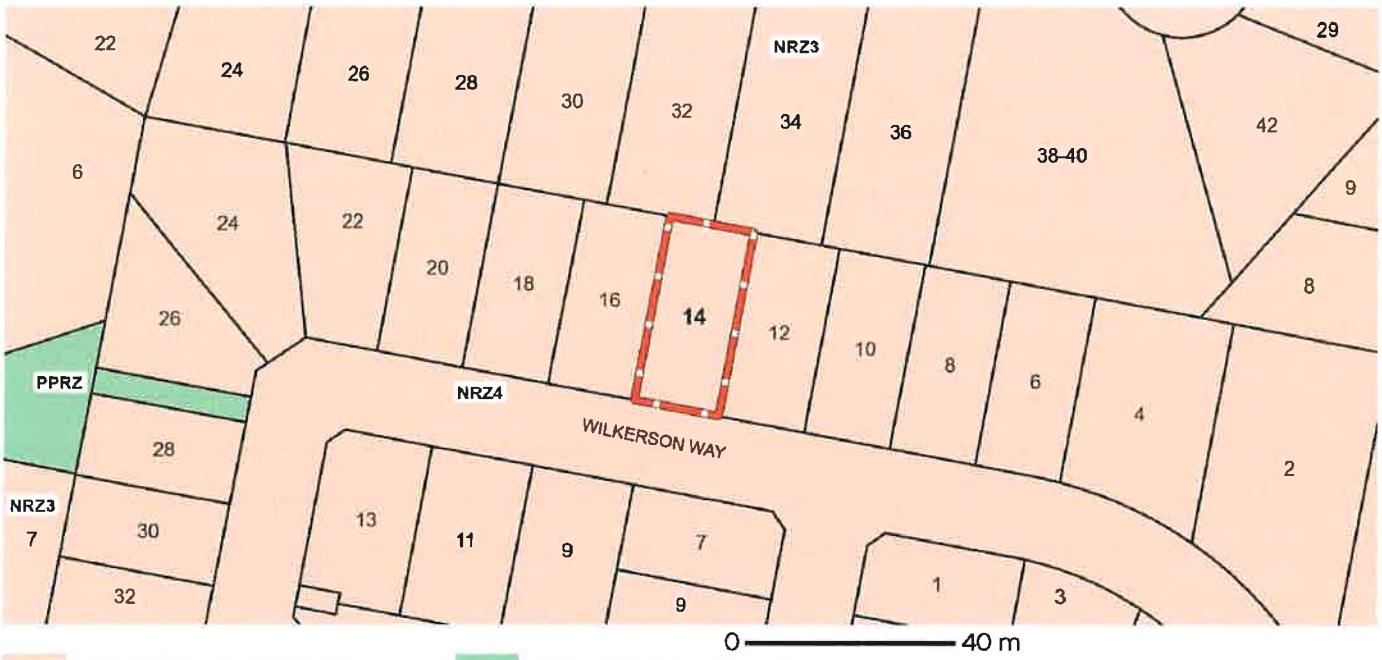
OTHER

Registered Aboriginal Party:	**Gunaikurnai Land and Waters Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria & Country Fire Authority**

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 (NRZ4)



NRZ - Neighbourhood Residential PPRZ - Public Park and Recreation

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

Planning Overlays

No planning overlay found

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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).

Further Planning Information

Planning scheme data last updated on 9 October 2026.

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

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

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

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

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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).

Notice to Purchaser
Vendor/supplier GST withholding notice

Property address: 14 Wilkerson Way

Traralgon East VIC 3844

Vendor: Malcolm Thomas Rogers and Barbara Jean Rogers

Vendor ABN: (if applicable)

☐ The above property is either an Existing Residential Premises or Commercial Residential Premises and therefore the Purchaser is not required to withhold GST

OR

~~☐ The above property is a New Residential Premises or New Subdivision of Potential Residential Land~~

~~AND~~

~~☐ The amount of GST that the Purchaser will be required to pay to the Australian Taxation Office will be $ #~~

~~Taxable supply of New Residential Premises is 1/11th of Contract Price~~
~~Taxable supply of Potential Residential Land is 1/11th of Contract Price~~
~~Taxable supply under the Margin Scheme is 7% of Contract Price~~

~~The payment will be required to be paid on settlement date namely:~~

Dated: 14/10/2026

Signed by or on behalf of the vendor/supplier: VC Moe Solicitors

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.

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.