

DATED

2025

JEFFERY EDWARD BRILL

SECTION 32 STATEMENT

Property: 3 Hendersons Road, Toongabbie VIC

Good Move Conveyancing

PO Box 12
TRARALGON VIC 3844
Tel: 03 5174 6862
Fax: 03 5174 4670
Ref: AC:GH:25-12079

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	3 HENDERSONS ROAD, TOONGABBIE VIC 3856	
Vendor's name	Jeffery Edward Brill	Date 9/10/25
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature	_____	
Purchaser's name		Date / /
Purchaser's signature	_____	

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

\$0.00	To	
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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	AVPC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

From: Jeffery Edward Brill, 3 Hendersons Road, Toongabbie VIC 3856

Property Address: 3 Hendersons Road, Toongabbie VIC 3856

Lot: 2 Plan of subdivision: 913058C

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 9/10/25

Signed for an on behalf of the Vendor:

A handwritten signature in black ink, appearing to read 'JE Brill', is written over a solid horizontal line.



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

Page 1 of 1

VOLUME 12472 FOLIO 420

Security no : 124128528598F
Produced 30/09/2025 02:05 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 913058C.
PARENT TITLE Volume 11382 Folio 731
Created by instrument PS913058C 11/05/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JEFFERY EDWARD BRILL of 3 HENDERSONS ROAD TOONGABBIE VIC 3856
PS913058C 11/05/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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
AW275639V 17/11/2022

DIAGRAM LOCATION

SEE PS913058C 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: 3 HENDERSONS ROAD TOONGABBIE VIC 3856

DOCUMENT END



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	PS913058C
Number of Pages (excluding this cover sheet)	2
Document Assembled	30/09/2025 14:05

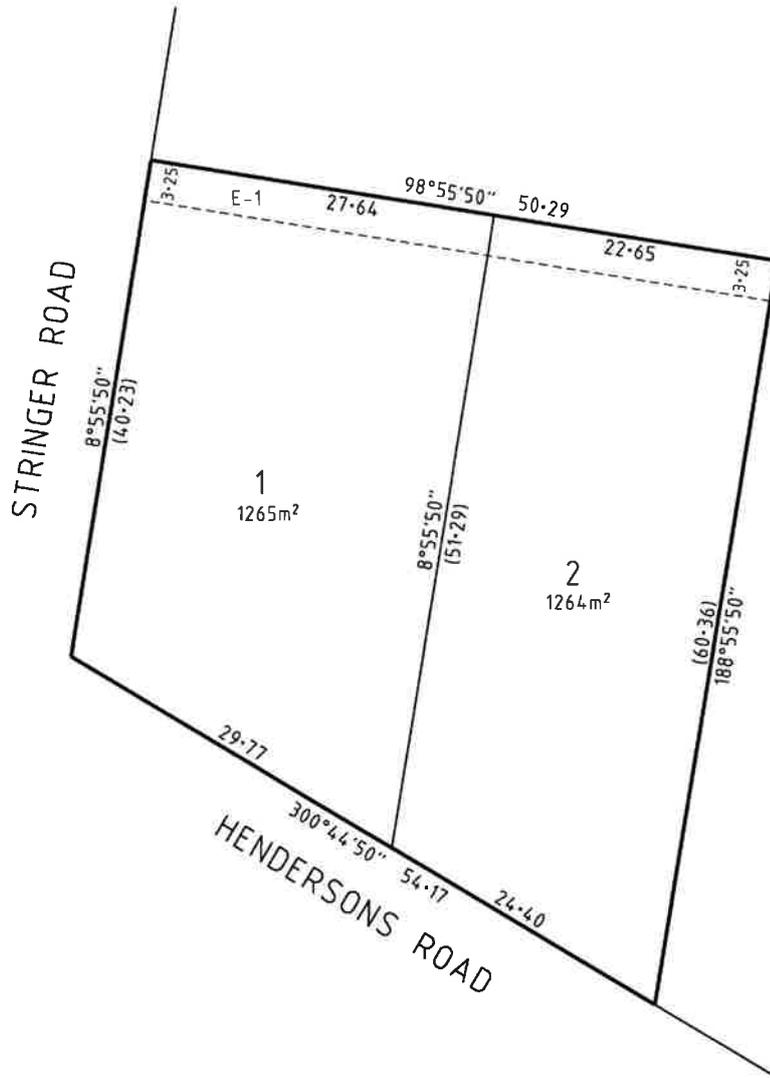
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PLAN OF SUBDIVISION		EDITION 1	PS913058C	
LOCATION OF LAND PARISH: TOONGABBIE NORTH TOWNSHIP: TOONGABBIE SECTION: 12 CROWN ALLOTMENT: 8 TITLE REFERENCE: VOL.11382 FOL.731 LAST PLAN REFERENCE: TP666611Q POSTAL ADDRESS: 4-6 STRINGER ROAD, (at time of subdivision) TOONGABBIE, 3856 MGA CO-ORDINATES: E: 467 150 ZONE: 55 (of approx centre of land in plan) N: 5 786 675 GDA 2020		Council Name: Latrobe City Council Council Reference Number: 2022/68/CRT@ Planning Permit Reference: 2022/151 SPEAR Reference Number: S200998M Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made Digitally signed by: Annette Guilfoyle for Latrobe City Council on 14/03/2023		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. 2022/151 This survey has been connected to permanent marks No(s). 52 TOONGABBIE SOUTH In Proclaimed Survey Area No. —				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PIPELINE OR ANCILLARY PURPOSES	3.25	THIS PLAN - SEC 136 WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
 Beveridge Williams development & environment consultants Traralgon ph : 03 5176 0374 www.beveridgewilliams.com.au		SURVEYORS FILE REF: 2200494 Digitally signed by: steven john wallace, Licensed Surveyor, Surveyor's Plan Version (2), 09/02/2023, SPEAR Ref: S200998M		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2
		PLAN REGISTERED TIME: 1:24pm DATE: 11/05/2023 K.NGUYEN Assistant Registrar of Titles		

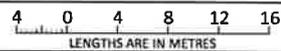
PS913058C



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

SURVEYORS REF
2200494

SCALE
1 : 400



ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by: steven john wallace, Licensed Surveyor,
 Surveyor's Plan Version (2),
 09/02/2023, SPEAR Ref: S200998M

Digitally signed by:
 Latrobe City Council,
 14/03/2023,
 SPEAR Ref: S200998M

PROPERTY REPORT



Energy,
Environment
and Climate Action

Created at 07 October 2025 01:37 PM

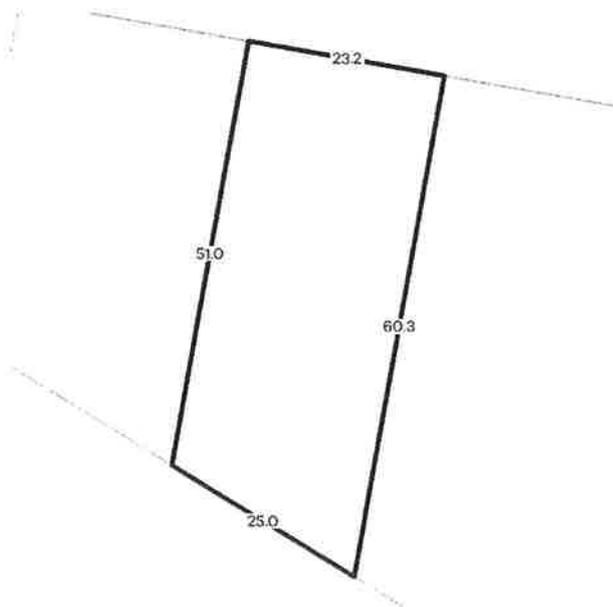
PROPERTY DETAILS

Address: **3 HENDERSONS ROAD TOONGABBIE 3856**
Lot and Plan Number: **Lot 2 PS913058**
Standard Parcel Identifier (SPI): **2\PS913058**
Local Government Area (Council): **LATROBE**
Council Property Number: **63236**
Directory Reference: **Vicroads 703 N4**

www.latrobe.vic.gov.au

SITE DIMENSIONS

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



Area: 1292 sq. m

Perimeter: 160 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.

Calculating the area from the dimensions shown may give a different value to the area shown above.

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#).

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: **GIPPSLAND SOUTH**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can be found here - [Planning Property Report](#).

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

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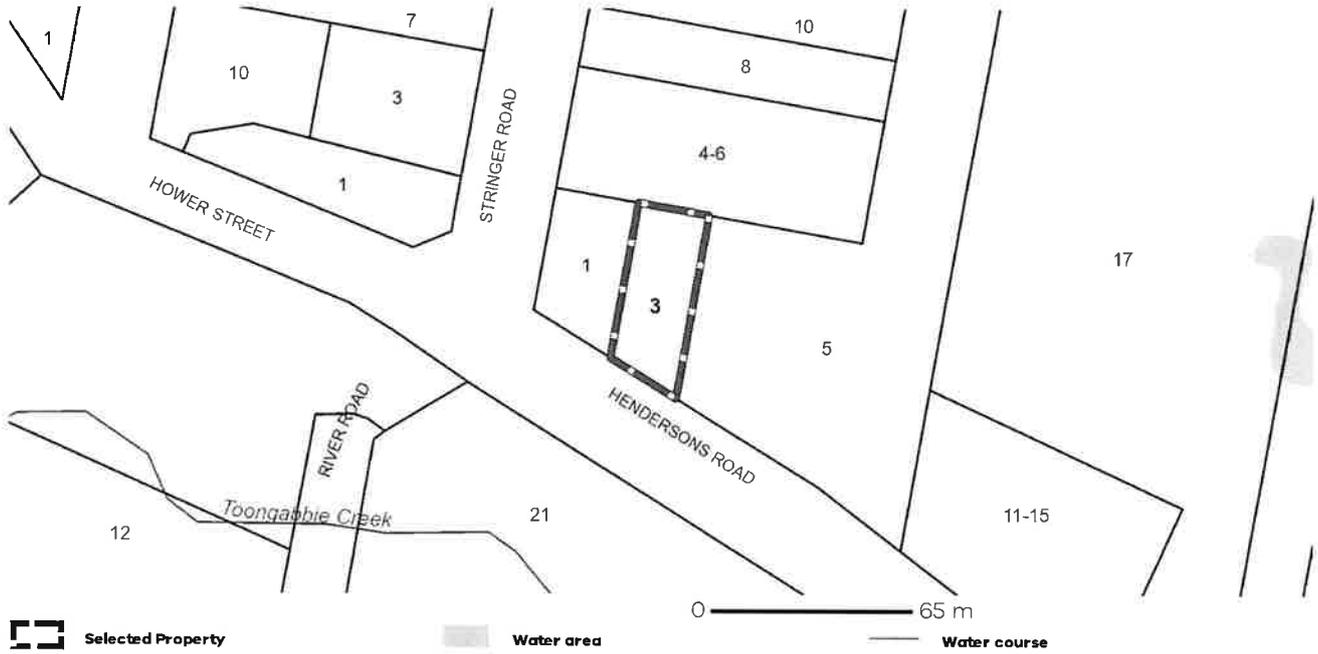
PROPERTY REPORT: 3 HENDERSONS ROAD TOONGABBIE 3856

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



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PROPERTY REPORT: 3 HENDERSONS ROAD TOONGABBIE 3856

PLANNING PROPERTY REPORT



Department of Transport and Planning

From www.planning.vic.gov.au at 07 October 2025 11:37 AM

PROPERTY DETAILS

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www.latrobe.vic.gov.au

[Planning Scheme - Latrobe](#)

UTILITIES

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

STATE ELECTORATES

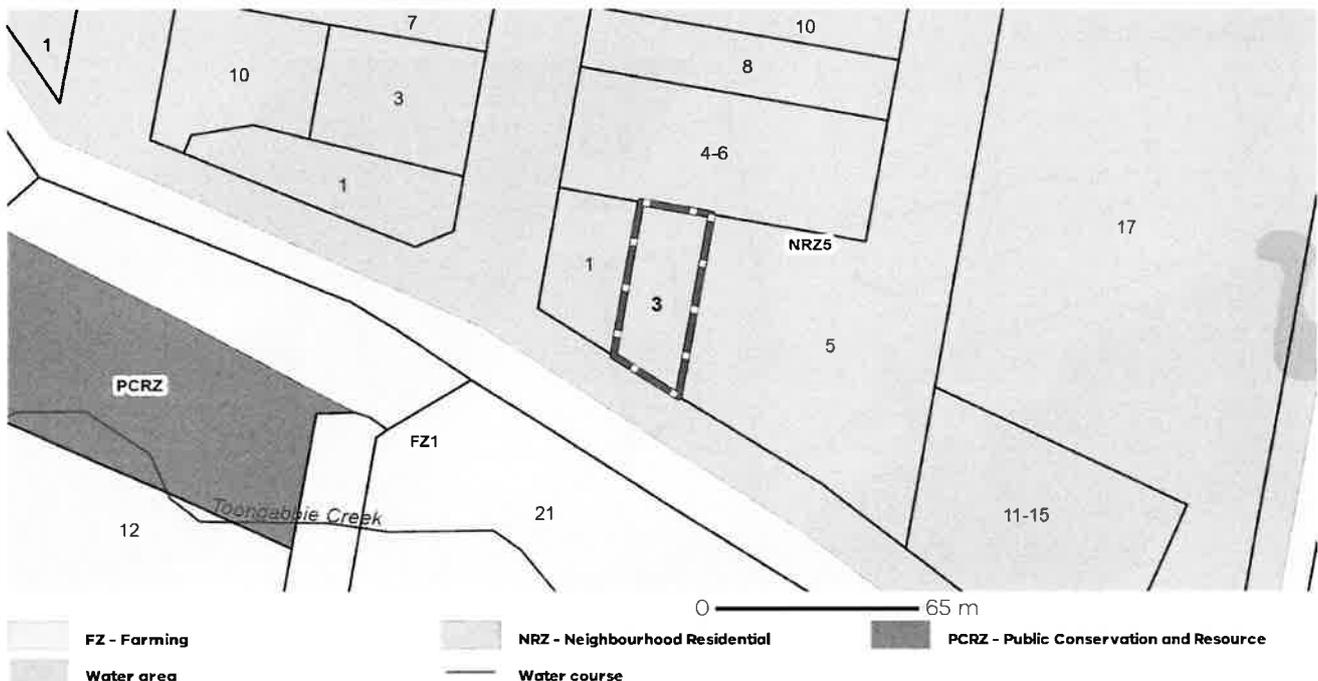
Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **GIPPSLAND SOUTH**
OTHER
Registered Aboriginal Party: **Gunaikurnai Land and Waters Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 5 (NRZ5)



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

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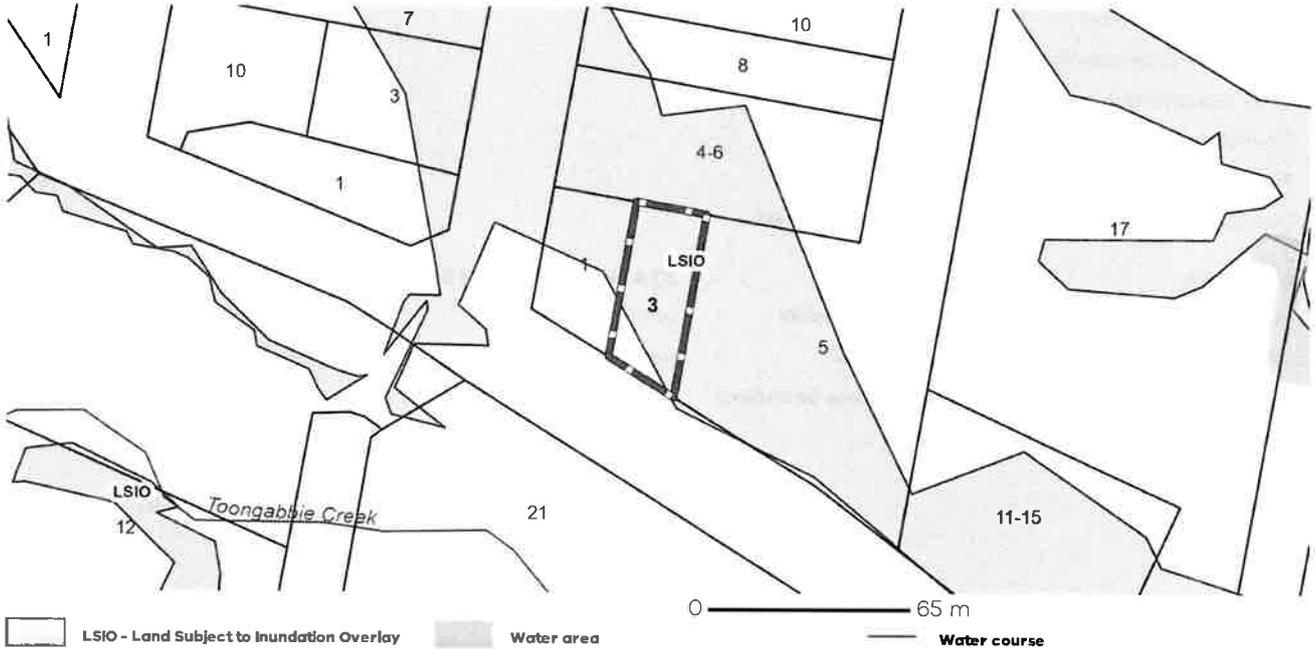
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)

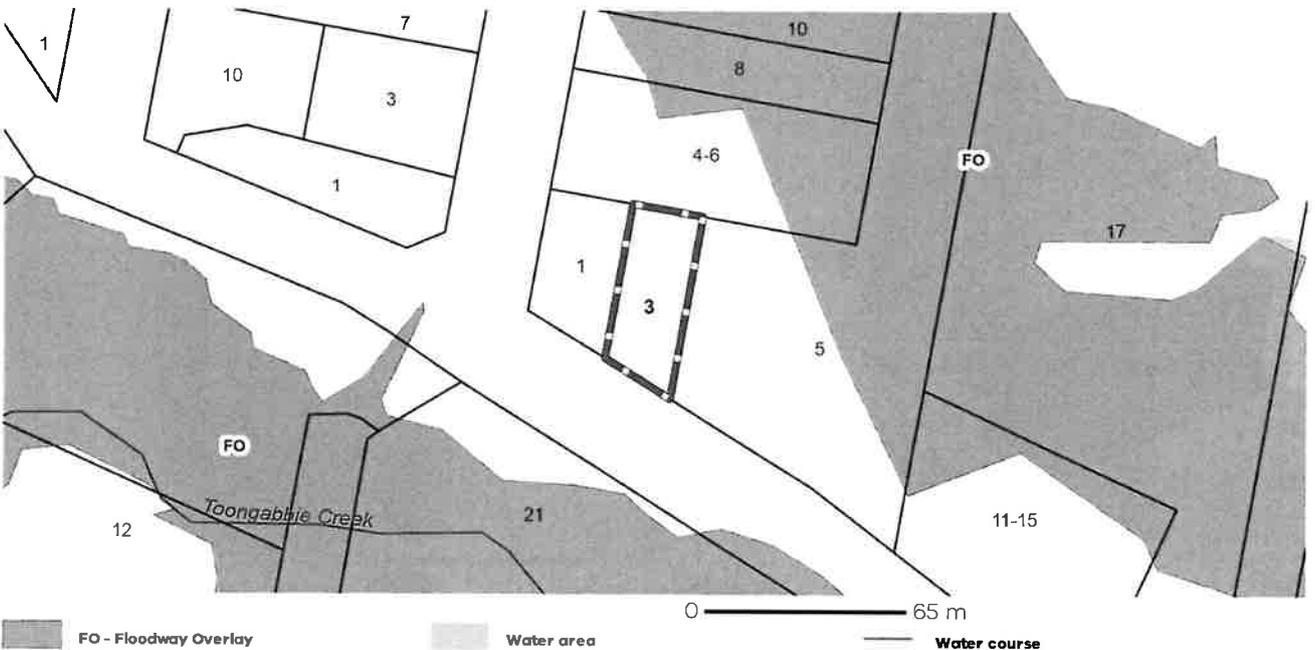


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

FLOODWAY OVERLAY (FO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

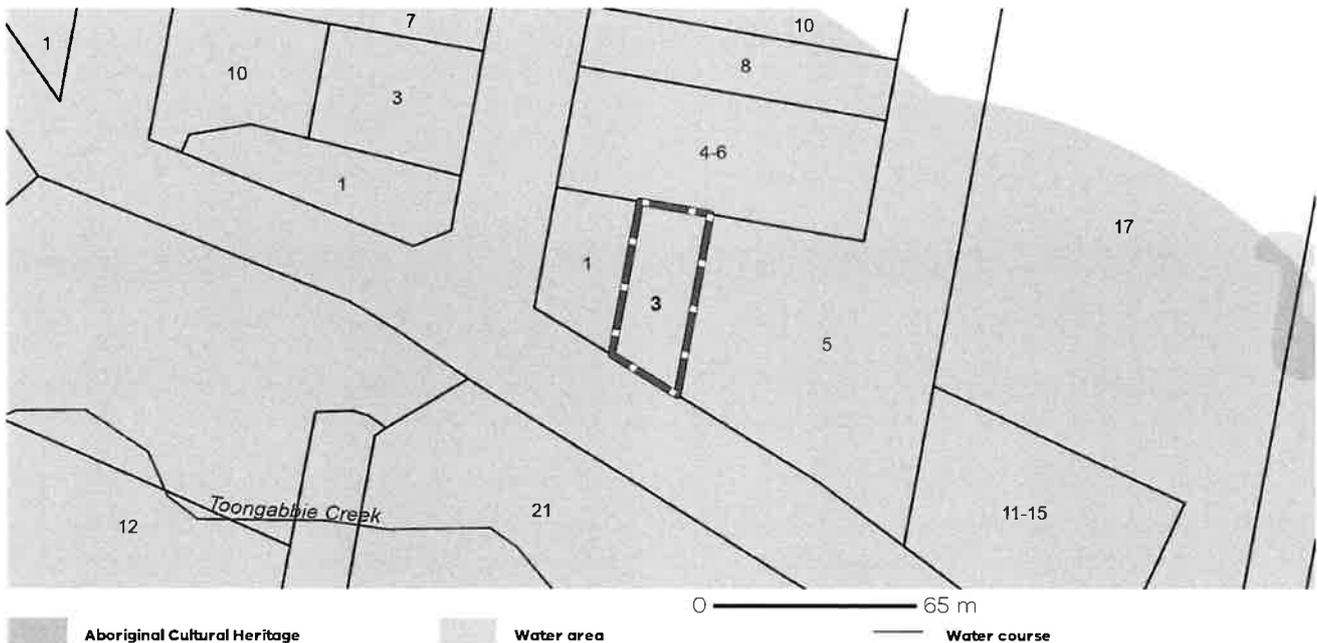
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.cchris.vic.gov.au/govQuestion1.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.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



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Further Planning Information

Planning scheme data last updated on 2 October 2025.

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

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

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

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

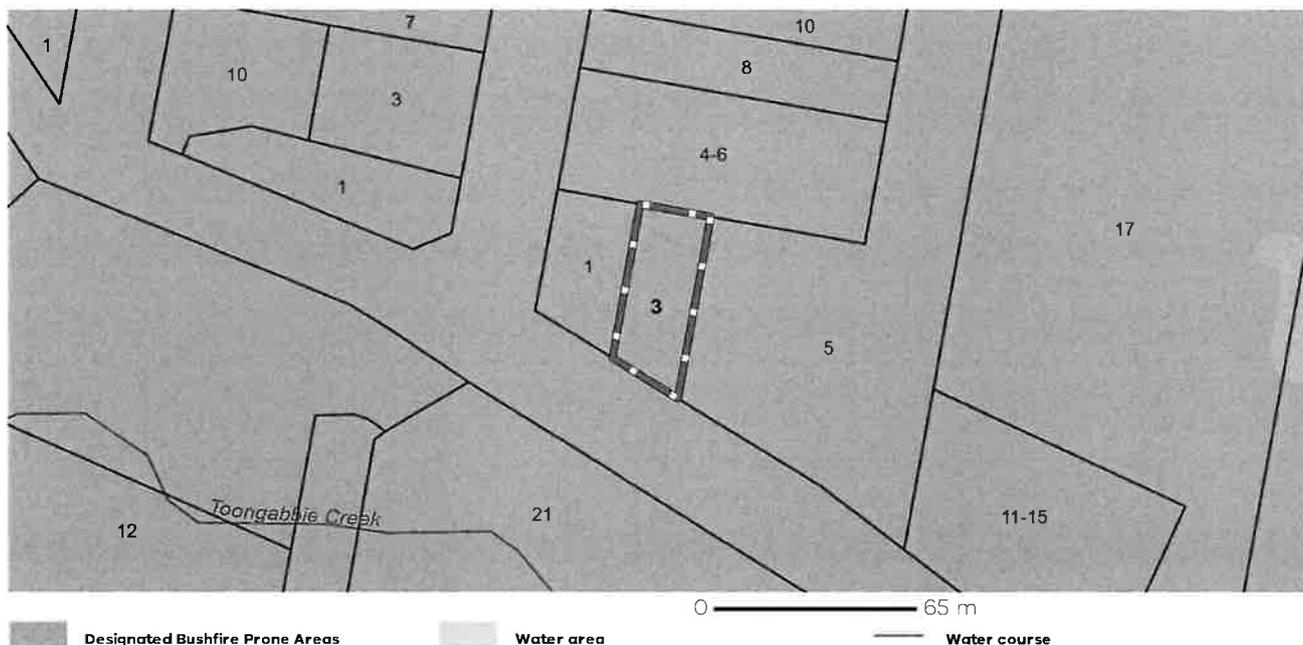
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to 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 \(environment.vic.gov.au\)](#)

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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 1992 (Vic).

AW275639V

Application by a responsible authority for the making of a recording of an agreement
Section 181 Planning and Environment Act 1987

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.

Lodged by

Name: WOODS LEGAL PTY LTD

Phone:

Address:

Reference: smm:brill

Customer code: 21101Y

The responsible authority 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.

Land:(volume and folio)

Volume: 11382 Folio: 731.

Responsible authority:(full name and address, including postcode)

LATROBE CITY COUNCIL
141 COMMERCIAL ROAD
MORWELL VIC 3840

Section and act under which agreement is made:

SECTION 173
PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

Signing:

35271702A

181PEA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

AW275639V

Application by a responsible authority for the making of a recording of an agreement
Section 181 Planning and Environment Act 1987

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.

Executed on behalf of LATROBE CITY COUNCIL

Signer Name Ruth Marx

Signature 

Execution Date

Full Name of Witness Paul Gregory Callaghan

Witness Signature 

I have had my identity verified by Australia Post on 11 May 2022
Unique Seq # 3162830116655

35271702A

181PEA

Page 2 of 2

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Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

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AW275639V

for your information for your information for your information

THIS AGREEMENT is made the 20 day of October 2022

PARTIES

1. **LATROBE CITY COUNCIL** of 141 Commercial Road, Morwell, Victoria ("Council").
2. **JEFFERY EDWARD BRILL** of 2 Stringer Road, Toongabbie, 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 on 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

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 4-6 Stringer Road, Toongabbie being the land referred to in Certificate of Title Volume 11382 and Folio 731 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;

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AW275639V

"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 2022/151 issued to the Owner by the Council, as amended from time to time;

"Scheme" means the Latrobe Planning Scheme; and

"Tribunal" means the Victorian Civil and Administrative Tribunal.

Interpretation

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a gender includes a reference to all other genders;
- (c) words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa;
- (d) a reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;
- (e) a reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute;
- (f) the Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals;
- (g) references to the Parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be;
- (h) reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time;
- (i) where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning; and
- (j) where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

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) Any dwelling on lot 1 of the Plan of Subdivision created as part of Planning Permit 2022/151 must be connected to a rainwater tank, or any combination of alternative stormwater treatment assets, with sufficient capacity to ensure that stormwater runoff from the dwelling roof and other

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impervious areas will meet the 'Urban Stormwater Best Practise Environmental Management Guidelines' (CSIRO, 1999) to the satisfaction of the West Gippsland Catchment Management Authority. The rainwater tank must be plumbed to all toilets and laundries in the dwelling/s. All stormwater treatment assets must be maintained in good working order.

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) of and incidental to:

- (a) negotiation, preparation, execution and recording of this Agreement;
- (b) assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement;
- (c) recording of cancellation or alteration of this Agreement; and
- (d) if the Owner defaults in the performance of any obligations under this Agreement, action taken by Council to achieve compliance;

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 referable 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 to 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, transferees, purchasers and mortgagees 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:

- 4.1 it is the registered proprietor of the Land or entitled to be so; and
- 4.2 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. 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 email or facsimile to that party;

and unless proved otherwise, 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 prepaid post, five business days after being deposited in the mail;
- (e) if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); and if sent by facsimile, on the date on which the sending party's facsimile machine records that the facsimile has been despatched to the addressee's facsimile number.

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. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

9. NO WAIVER

The parties agree that:

- 9.1 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 waiver of any of the rights or remedies of that party in relation to the terms of this Agreement; and
- 9.2 any delay or omission of any Party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

10. 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.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

12. 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.

13. DISPUTES

13.1 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 referable 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.

13.2 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.

13.3 The Parties shall be entitled to legal representation for the purposes of any arbitration or referred to in clauses 13.1 and 13.2 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

14. 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 or any plans of subdivision applicable to the Land or relating to any use or development of the Land.

15. COUNTERPARTS AND ELECTRONIC SIGNATURES

15.1 This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute an agreement.

15.2 The Parties consent to the execution of this Agreement by or on behalf of a party by electronic signature. Where that method of execution is used by or on behalf of a party, that party warrants and agrees that the electronic signature:

- (a) has been used to identify the person signing; and
- (b) indicates the party's intention to be bound by that signature.

15.3 Execution by either or both Parties of a copy of this Agreement received by fax, email or other electronic transmission, or the fax, email or other electronic transmission of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.

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AW275639V

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

SIGNED, SEALED AND DELIVERED for and on behalf of **LATROBE CITY COUNCIL** by Steven Piasente pursuant to Instrument of Delegation dated 23 May 2022 in the presence of:

)
)
)
)
)

DocuSigned by:
Vanessa Appleby
1FA11C41C00540B

DocuSigned by:
[Signature]
F0F5AE93A1914F9

Steven Piasente
Chief Executive Officer

Witness

[The requirements for witnessing by audio-visual link under section 12 of the Electronic Transactions (Victoria) Act 2000 have been met] *remove if being witnessed in person

SIGNED SEALED AND DELIVERED by

)
)
)

in the presence of :

DocuSigned by:
Jeff Brill
73FF9F3F7058483

Jeffery Edward Brill

DocuSigned by:
Samantha King
73EF9E37D058483 Witness

LAND INFORMATION CERTIFICATE

In accordance with Section 229 of The Local Government Act 1989



LANDATA
DX 250639
MELBOURNE VIC

Latrobe City ABN 92 472 314 133
TTY (NRS) 133 677
AUSDOC DX2 17733 Morwell
PO Box 264 MORWELL 3840
latrobe@latrobe.vic.gov.au
1300 367 700 LATROBE.VIC.GOV.AU

Assessment Number: 76916-6
Applicant's Reference: 78261892-013-9
Issue Date : 06-Oct-2025
Property Address: 3 Hendersons Road
TOONGABBIE VIC 3856
Property Description: L 2 PS 913058
Property Title: CT-12472/420
AVPCC: 110 Detached Home
Area: 1264M2
Ward: Boola Boola
Owner: Mr J E Brill

Statement of Rates & Charges for the Year Ending 30-Jun-2026 are payable in full by 15-Feb-2026. Interest will be charged if not paid in by this date. If paying by instalments, interest will be charged on each instalment not paid by the due date.

PLEASE NOTE:

- This certificate application is valid for a period of 3 months from issue date and no confirmation or variations will be given after this expiration. For settlement purposes another certificate should be obtained after the expiry date 04-Jan-2026.
- Confirmation and variations will only be provided in writing. You must contact the Rates Team via email proprates@latrobe.vic.gov.au no earlier than 5 business days but no later than 1 business day prior to settlement of this property.
- Latrobe City Council will not be held responsible for information provided verbally.
- Outstanding rates and charges for this account must be paid in full at settlement.
- If this account shows a credit balance, you must submit a copy of the Statement of Adjustments to Latrobe City Council upon settlement.

Rates & Charges:

Arrears Legal Fees	\$	0.00
Other Arrears B/forward	\$	0.00
General Rates	\$	1,658.25
Garbage Charge	\$	446.00
Municipal Charge	\$	155.00
Emergency Services and Volunteers Fund Levy	\$	231.15
Current Interest	\$	0.00
Rebates	\$	0.00
Arrears Interest	\$	0.00
Special Rates & Charges	\$	0.00
Legal Fees	\$	0.00
Less Cash Paid	\$	-2,824.90
Total Amount Due	\$	-334.50

The owner of this property is making regular scheduled payments for their rates and charges, and we suggest that where the sale of the property proceeds, that you discuss with the vendor's solicitor/conveyancer to instruct their client not to make any further payments. Please contact the Rates Team for an update prior to settlement via email proprates@latrobe.vic.gov.au

Please contact the Property and Rates Team for an update prior to settlement via email proprates@latrobe.vic.gov.au, to enquire if this refund has been actioned as you may be required to take this credit into consideration when preparing settlement figures.

Our offices will be closed from 5:15 pm Wednesday 24 December 2025 and will re-open on Friday 2 January 2026; we recommend that a further update is obtained prior to settlement.

Assessment Number: 76916-6
Applicants' Ref.: 78261892-013-9
Date: 06-Oct-2025
Property Address: 3 Hendersons Road
TOONGABBIE VIC 3856

Property Valuations:

Description	Values	Level of Value Date	Operational Date
CAPITAL IMPROVED VALUE	\$ 550,000	01-Jan-2025	01-Jul-2025
SITE VALUE	\$ 255,000	01-Jan-2025	
NET ANNUAL VALUE	\$ 27,500	01-Jan-2025	

OTHER INFORMATION:

1. There ARE NO notices or orders on the land that have been served by Latrobe City Council under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958, or under a local law of the Council, which have a continuing application at the date of the Certificate, details being (if any):
2. There IS NO money owed for works under the Local Government Act 2020, the Local Government Act 1989 or the Local Government Act 1958.
3. There IS NO potential liability for rates in relation to the land under the Cultural and Recreational Lands Act 1963.
4. There IS NO potential liability for the land to become rateable under section 173 or 174A of the Local Government Act 1989.
5. There IS NO money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.
6. There IS NO outstanding amount required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
7. There IS NO money owed under section 119 of the Local Government Act 2020.
8. There IS NO environmental upgrade charge in relation to the land which is owed under section 181C of the Local Government Act 1989.
9. There ARE NO health notices or orders issued by Latrobe City Council associated with this property.

PLEASE NOTE:

This certificate provides information regarding Valuation, Rates, Charges, other money owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council.

This certificate **is not required** to include information regarding Planning, Building, Health, Land Fill, Land Slip, Flooding information or Service Easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

I hereby certify that as at the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the Latrobe City Council together with any Notices pursuant to the Local Government Act 2020, Local Government Act 1989, local laws or any other legislation.



Authorised Officer



**Bill Code: 6072
Ref: 769166**

Pay 24 hours a day by phone or internet, direct from your bank account.



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

Telephone: 1800 050 500
Fax: (03) 5174 0103

30 September 2025

Your Reference :
Our Reference:

78261892-025-2
00213872-01

Landata

Secure Electronic Registries Vic (SERV) Locked Bag
MELBOURNE VIC 3001

Thank you for requesting a Gippsland Water Information Statement. We are pleased to provide you with an Information Statement for the below property.

Applicant: Landata
Property Address: 3 Hendersons Rd Toongabbie Vic 3856
Information Statement No: 168956

Please find enclosed:

- Section 158 Statement
- Financial Statement
- Important Information
- Asset Plan (if available)

If you have any questions relating to this Information Statement please phone Gippsland Water on 1800 050 500 or email us at infostats@gippswater.com.au.

Online updates are available, please visit our website www.gippswater.com.au to register for our Solicitor Updates Online service.

Yours sincerely

Nigel Gerreyn
MANAGER PROPERTY SERVICES



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

Telephone: 1800 050 500
Fax: (03) 5174 0103

INFORMATION STATEMENT

Email: contactus@gippswater.com.au
www.gippswater.com.au
ABN : 75 830 750 413

Section 158 Statement

(Water Act 1989)

Date of Issue:	30/09/2025	Your Reference :	78261892-025-2
Information Statement No:	168956	Our Reference:	00213872-01
Property Address:	3 Hendersons Rd Toongabbie Vic 3856		
Property Details:	Lot 2 Plan PS913058		
Settlement Date:	31/10/2025		

The following items relate to Section 158 of the *Water Act 1989*:

- ⇒ Vendor will be liable for any water/wastewater volumetric charges from last bill to settlement date.
- ⇒ This certificate has been produced for Sales Purposes only. Notification of sale particulars must be supplied two (2) working days prior to settlement to enable a final water meter reading to be scheduled, however a final meter reading will not be provided if the certificate is produced for Sale of Business purposes only.

Protection of Gippsland Water Assets:

It is possible that this property has water or sewerage infrastructure located on it. Please refer to the attached plan. Unless prior written consent has been obtained from Gippsland Water, the *Water Act 1989* PROHIBITS:

1. The erection and / or placement of any structure (including but not limited to building, wall, fence, driveway, machinery, embankment) or the removal or addition of filling, over an easement or within one metre laterally of Gippsland Water's water supply and sewerage assets.
2. The connection to, or interference with, any Gippsland Water water supply or sewerage asset.

Gippsland Water may require removal of any trees which may be, in the view of Gippsland Water, invasive to its water supply and sewerage assets. The guide *Planting the Right Trees* is available on the Gippsland Water website.

For additional information, please contact Gippsland Water on 1800 050 500.



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

Telephone: 1800 050 500
Fax: (03) 5174 0103

INFORMATION STATEMENT

Email: contactus@gippswater.com.au
www.gippswater.com.au
ABN : 75 830 750 413

Financial Statement

Date of Issue: 30/09/2025 **Your Reference :** 78261892-025-2
Information Statement No: 168956 **Our Reference:** 00213872-01

Property Address: 3 Hendersons Rd Toongabbie Vic 3856
Property Details: Lot 2 Plan PS913058
Settlement Date: 31/10/2025

Gippsland Water billing periods: 01 Jul to 31 Oct, 01 Nov to 28 Feb and 01 Mar to 30 June

Charges levied for billing period: 01 Jul to 31 Oct

Financial Information:

Brought Forward Balance	0.00
Sewer Scheme Charges	0.00

Adjustable Charges:

Water Service Charges	64.69
Wastewater Service Charges	297.24
Fire Service Charges	0.00
Commercial Trade Waste Charges	0.00

Non Adjustable Charges:

Wastewater Volumetric Charges	0.00
Notional / Usage Charges	0.00
Miscellaneous / Adjustments / Credits	0.00
Interest	0.00

Total Outstanding	361.93
--------------------------	---------------

(Please note: CR denotes a credit)



Bill Code: 3475
REF: 3680 0000 2138 7201 9
Pay by savings or credit card

Gippsland Water Authorised Officer:

Date: 30 September 2025



Solicitors
Updates Online
Tool

Gippsland Water has launched a tool to enable you to get your financial updates online

REGISTER TODAY

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

Telephone: 1800 050 500
Fax: (03) 5174 0103

Email: contactus@gippswater.com.au
www.gippswater.com.au
ABN : 75 830 750 413

Important Information

Gippsland Water bill period:

Gippsland Water bills three times per year, for billing periods: 01/07 to 31/10, 01/11 to 28/02 and 01/03 to 30/06.

Gippsland Water tariffs:

Gippsland Water tariffs are reviewed annually and applied as of 01 July. Please ensure you obtain a financial update prior to settlement.

Adjustable and non adjustable charges:

Charges listed under the adjustable charges section are fixed service charges that are applicable to the property e.g. water availability charges. Charges listed under the non adjustable section are applicable to the customer e.g. notional/usage charges, these charges do not need to be adjusted. Interest may continue to accrue after this statement has been generated.

Do not adjust on any credit balances as any credit remaining after settlement will remain with the vendor.

Payment of Gippsland Water accounts:

Gippsland Water requires payment of any outstanding charges within 10 working days of settlement occurring. Any unpaid charges will become the responsibility of the new property owner. Enquiries relating to the unpaid charges will be referred to the purchaser's solicitor or conveyancer.

Financial updates:

It is important to obtain a financial update within 10 days of settlement. Balances may change throughout the bill period and any unpaid charges may be transferred to the purchaser at settlement. Updates can be obtained online through the solicitor updates online

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>.

Notice of property transfer:

Gippsland Water requires notice of property transfer to be received within 10 working days of settlement taking place. Where Gippsland Water has not received notice of a property transfer, the payment of accounts remains the responsibility of the vendor. Notices of property transfer are to be emailed to propertytransfers@gippswater.com.au

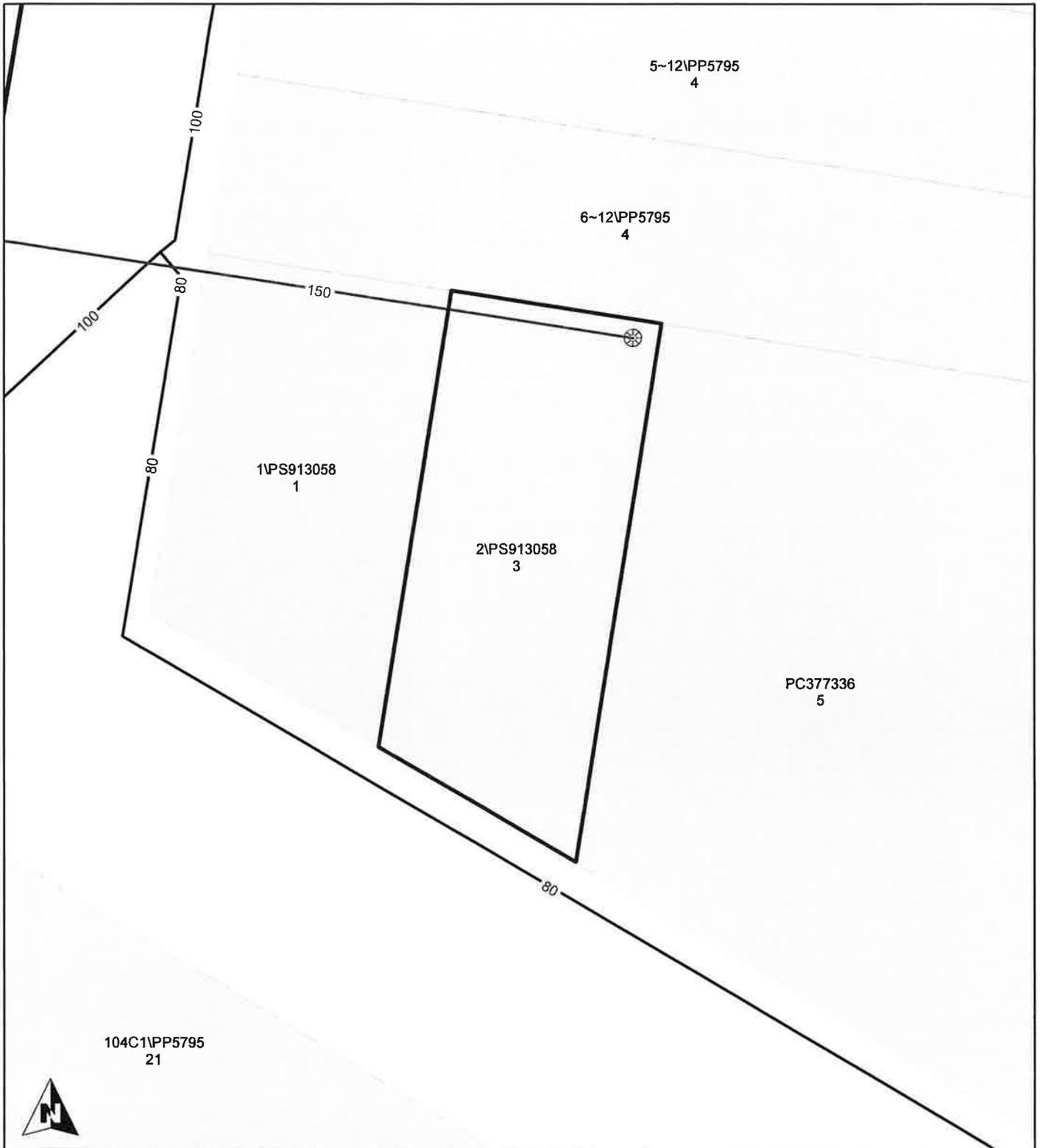
Validity of the Information Statement:

This Information Statement will be valid only to the end of the next billing period after the date of issue of this Information Statement.

Automatic eBilling Registration for new customers

Gippsland Water will automatically register our customers for electronic billing upon the creation of their account. Customers can switch to receiving paper bills by post at any time. Refer to our eBilling terms and conditions for more information: www.gippswater.com.au/digital-billing-terms-conditions. We will not disclose personal information to any external parties without consent, unless required or authorised by law. Refer to our privacy policy which sets out how and why we collect, use and disclose your personal information: www.gippswater.com.au/legal/privacy-policy

You can request a printed version of the eBilling Terms and Conditions and/or Privacy by emailing us at contactus@gippswater.com.au or call us on 1800 050 500.



Gippsland Water Asset Plan

3 Hendersons Rd Toongabbie
Information Statement No: 168956
Date Issued: 30/09/2025



Water Pipes	Sewer Pipes	House Discharge Line	Maintenance Point	Collection Tank
Reticulation	Gravity	House Discharge Line	Manhole	
Distribution	Pressure		Pipe End	
Transfer	Rising Main			

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