

DATED

2025

TEALA ROSE TUBB

SECTION 32 STATEMENT

Property: 14 Stanford Drive, Traralgon VIC

Good Move Conveyancing

PO Box 12
TRARALGON VIC 3844
Tel: 03 5174 6862
Fax: 03 5174 4670
Ref: AC:GH:25-12024

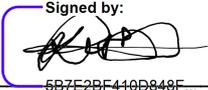
Vendor Statement

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 STANFORD DRIVE, TRARALGON VIC 3844
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Vendor's name	Teala Rose Tubb	Date
Vendor's signature	 Signed by: 5B7E2BF410D848F...	22/9/2025

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):
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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 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: Teala Rose Tubb, 14 Stanford Drive, Traralgon VIC 3844

Property Address: 14 Stanford Drive, Traralgon VIC 3844

Lot: 22 Plan of subdivision: 745369T

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: 22/9/2025

Signed for an on behalf of the Vendor:

Signed by:

A handwritten signature in black ink, appearing to be 'Teala Rose Tubb', written over a horizontal line.

5B7E2BF410D848F...



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

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

VOLUME 11852 FOLIO 538

Security no : 124127969088T
Produced 10/09/2025 03:57 PM

LAND DESCRIPTION

Lot 22 on Plan of Subdivision 745369T.
PARENT TITLE Volume 11631 Folio 143
Created by instrument PS745369T 08/02/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TEALA ROSE TUBB of 42 PETERKIN STREET TRARALGON VIC 3844
AQ107319K 03/08/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ107320B 03/08/2017
BANK AUSTRALIA LTD

COVENANT AQ107319K 03/08/2017

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
AL469542C 06/11/2014

AGREEMENT Section 173 Planning and Environment Act 1987
AL854209R 01/05/2015

DIAGRAM LOCATION

SEE PS745369T 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 STANFORD DRIVE TRARALGON VIC 3844

ADMINISTRATIVE NOTICES

NIL

eCT Control 13091U BANK AUSTRALIA LTD
Effective from 03/08/2017

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	PS745369T
Number of Pages (excluding this cover sheet)	4
Document Assembled	10/09/2025 15:57

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

PLAN OF SUBDIVISION	EDITION 2	PS 745369T
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<p>LOCATION OF LAND</p> <p>PARISH: TRARALGON</p> <p>SECTION: A</p> <p>PART OF TRARALGON EAST PRE-EMPTIVE RIGHT</p> <p>TITLE REFERENCE: VOL.11631 FOL.143</p> <p>LAST PLAN REFERENCE: PS739962S LOT D</p> <p>POSTAL ADDRESS: PARK LANE (at time of subdivision) TRARALGON 3844</p> <p>MGA CO-ORDINATES E: 460 390 ZONE: 55 (at approx centre of land in plan) N: 5 773 970 GDA 94</p>	<p>Council Name: Latrobe City Council</p> <p>Council Reference Number: 2015/90/CRT3 Planning Permit Reference: 2013/132/A SPEAR Reference Number: S077316M</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has been satisfied at Certification</p> <p>Digitally signed by: Lorrae Dukes for Latrobe City Council on 27/04/2016</p>
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VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 11, 19, 27 & 28 HAVE BEEN OMITTED FROM THIS PLAN. <u>OTHER PURPOSE OF THIS PLAN</u> REMOVAL OF EASEMENT E-5 ON PS739962S THAT LIES WITHIN ROAD R1 ON THIS PLAN. <u>GROUNDS FOR REMOVAL OF EASEMENT</u> SCHEDULE 5 SECTION 14 OF THE ROAD MANAGEMENT ACT 2004
ROAD R1	LATROBE CITY COUNCIL	
NOTATIONS		AREA OF LAND IN THE PLAN: 9.043ha No. OF LOTS & AREA: 20 LOTS - 1.138ha 1 BALANCE LOT - 7.556ha
DEPTH LIMITATION DOES NOT APPLY		
SURVEY: This plan is based on survey in PS724314P STAGING This is not a staged subdivision. Planning Permit No. 2013/132 This survey has been connected to permanent marks No(s). 100, 164, 233, 279, 280, 359, 388 In Proclaimed Survey Area No. ---		

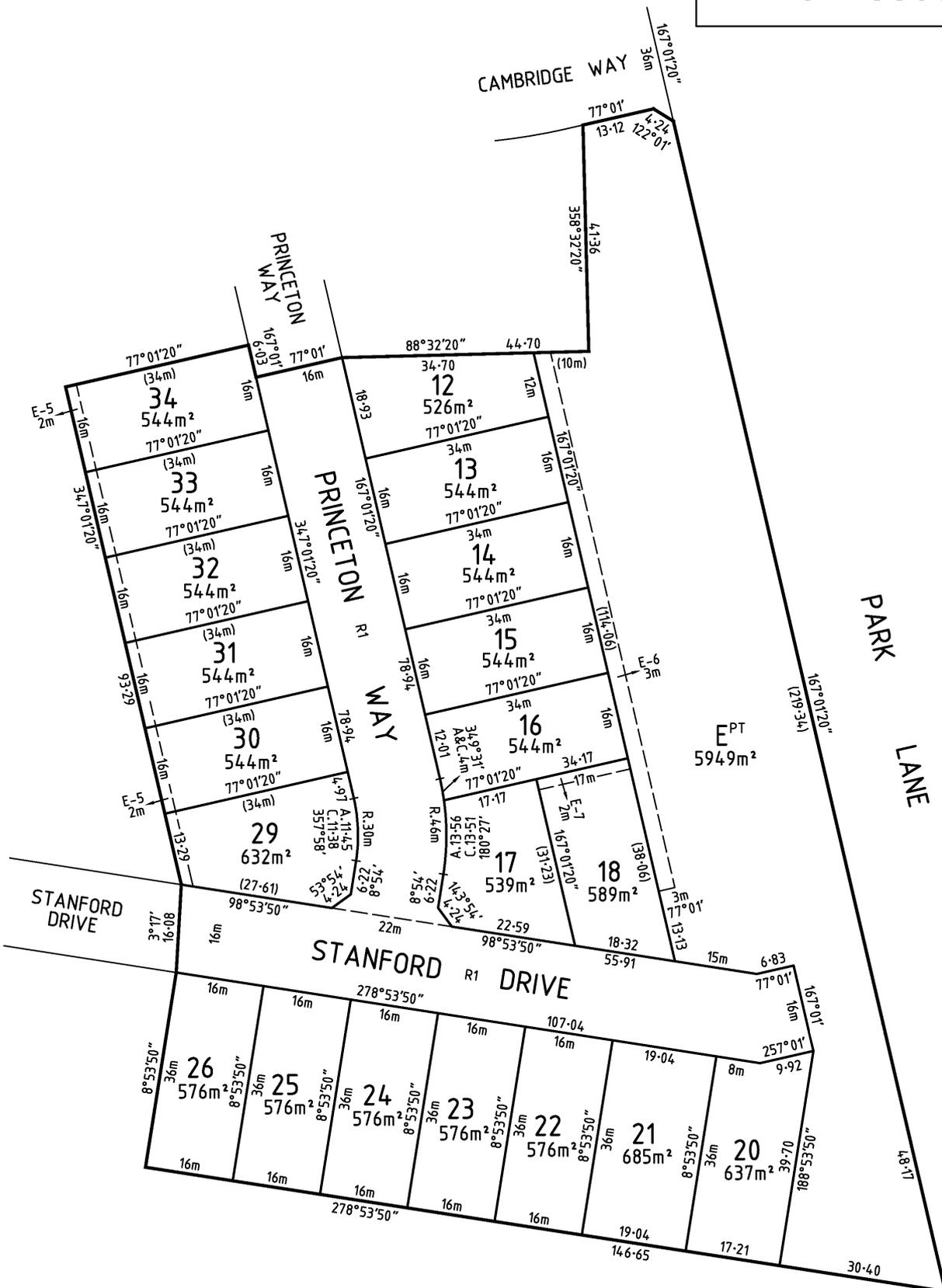
EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
A-1	PIPELINES OR ANCILLARY PURPOSES DRAINAGE	SEE DIAGRAM	PS739962S - SECTION 136 OF THE WATER ACT 1989 PS739962S PS739962S	CENTRAL GIPPSLAND REGION WATER CORPORATION LATROBE CITY COUNCIL LOT D ON PS739962S
E-1	PIPELINES OR ANCILLARY PURPOSES		PS724314P - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-2	PIPELINES OR ANCILLARY PURPOSES DRAINAGE		PS724314P - SECTION 136 OF THE WATER ACT 1989 PS724314P	CENTRAL GIPPSLAND REGION WATER CORPORATION LATROBE CITY COUNCIL
E-3	DRAINAGE		PS724314P	LATROBE CITY COUNCIL
E-5	PIPELINES OR ANCILLARY PURPOSES		PS733683E - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-6	PIPELINES OR ANCILLARY PURPOSES DRAINAGE DRAINAGE		THIS PLAN - SECTION 136 OF THE WATER ACT 1989 THIS PLAN THIS PLAN	CENTRAL GIPPSLAND REGION WATER CORPORATION LATROBE CITY COUNCIL LOTS 12 TO 18 ON THIS PLAN
E-7	PIPELINES OR ANCILLARY PURPOSES		THIS PLAN - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION

<p style="font-size: 24pt; font-weight: bold;">Millar Merrigan</p> <p>Land Development Consultants</p> <p>M(03) 8720 9500 R (03) 5134 8611 www.millarmerrigan.com.au survey@millarmerrigan.com.au <small>SAI GLOBAL Quality ISO 9001</small></p> <p>Millar & Merrigan Pty Ltd ACN 005 541 666 Metro 2/126 Merrindale Drive, Croydon 3136 Regional 156 Commercial Road, Morwell 3840 Mail PO Box 247 Croydon, Victoria 3136</p>	<p>SURVEYOR'S REF: 16547S6 21/1/2016</p> <p>Digitally signed by: Geoffrey John Ladner (Millar and Merrigan Pty Ltd), Surveyor's Plan Version (2), 22/01/2016</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 3</p>
	<p>PLAN REGISTERED</p> <p>TIME: 12:44 DATE: 08/02/17</p>		<p>B.J.S. Assistant Registrar of Titles</p>

PS745369T



SCALE 1:750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES
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ORIGINAL SHEET SIZE: A3 SHEET 3

Millar | Merrigan

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

Land Development Consultants
Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

SURVEYOR'S REF: 16547S6 21/1/2016

Digitally signed by: Geoffrey John Ladner (Millar and Merrigan Pty Ltd),
Surveyor's Plan Version (2),
22/01/2016

Digitally signed by:
Latrobe City Council,
27/04/2016,
SPEAR Ref: S077316M

PROPERTY REPORT

Created at 19 September 2025 01:34 PM

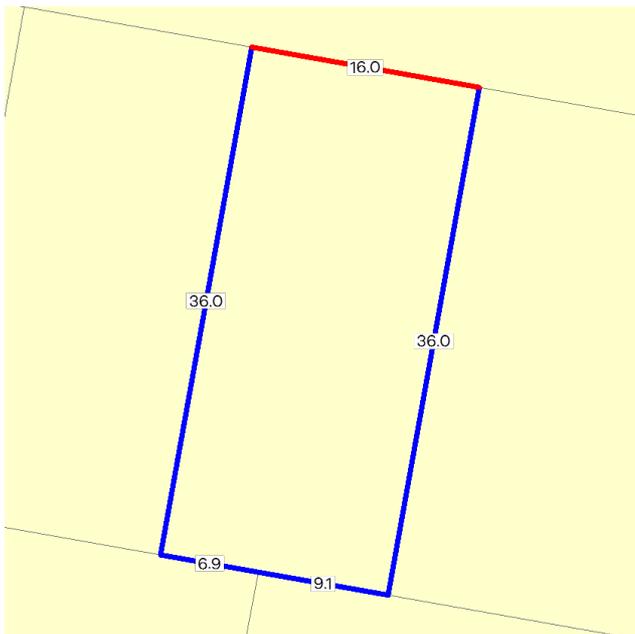
PROPERTY DETAILS

Address: **14 STANFORD DRIVE TRARALGON 3844**
 Lot and Plan Number: **Lot 22 PS745369**
 Standard Parcel Identifier (SPI): **22\PS745369**
 Local Government Area (Council): **LATROBE**
 Council Property Number: **55896**
 Directory Reference: **Vicroads 696 K3**

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: 576 sq. m
Perimeter: 104 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: **MORWELL**

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 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>

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 19 September 2025 01:34 PM

PROPERTY DETAILS

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www.latrobe.vic.gov.au

[Planning Scheme - Latrobe](#)

UTILITIES

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 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

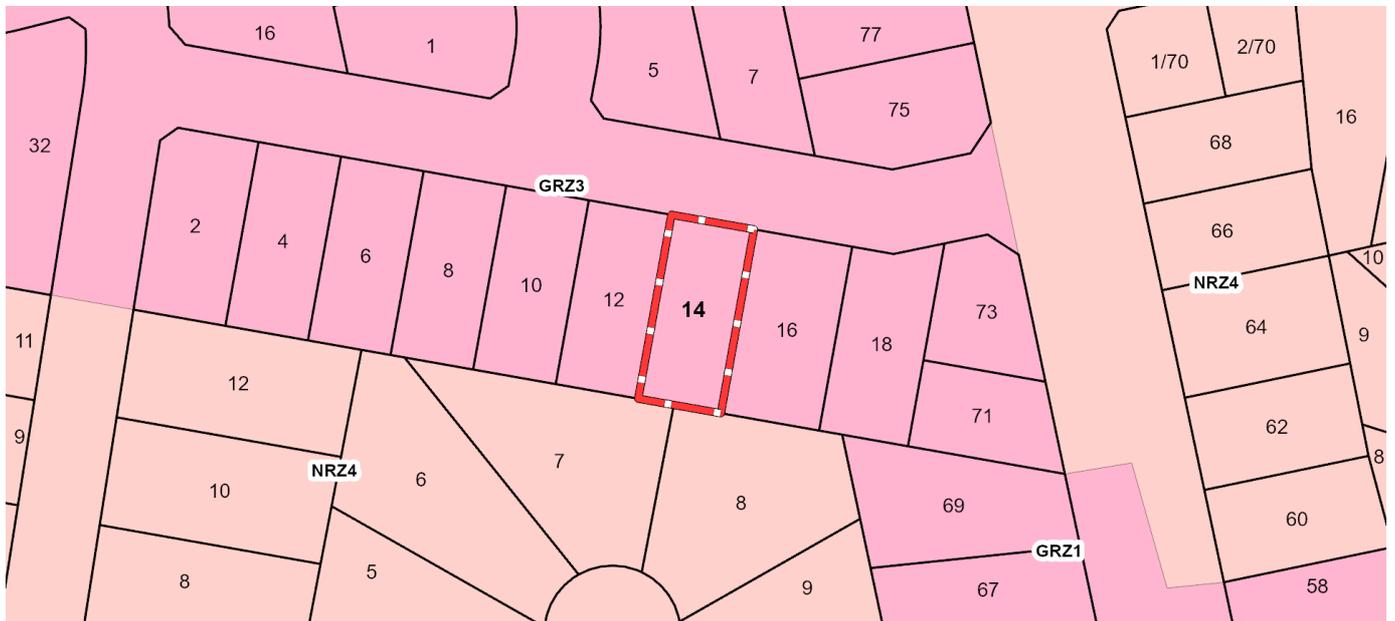
Legislative Council: **EASTERN VICTORIA**
 Legislative Assembly: **MORWELL**
 Registered Aboriginal Party: **Gunaikurnai Land and Waters Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 3 \(GRZ3\)](#)



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

Planning Overlays

No planning overlay found

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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 1962 (Vic).

PLANNING PROPERTY REPORT



Further Planning Information

Planning scheme data last updated on 12 September 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://mapshare.vic.gov.au/vicplan/>

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

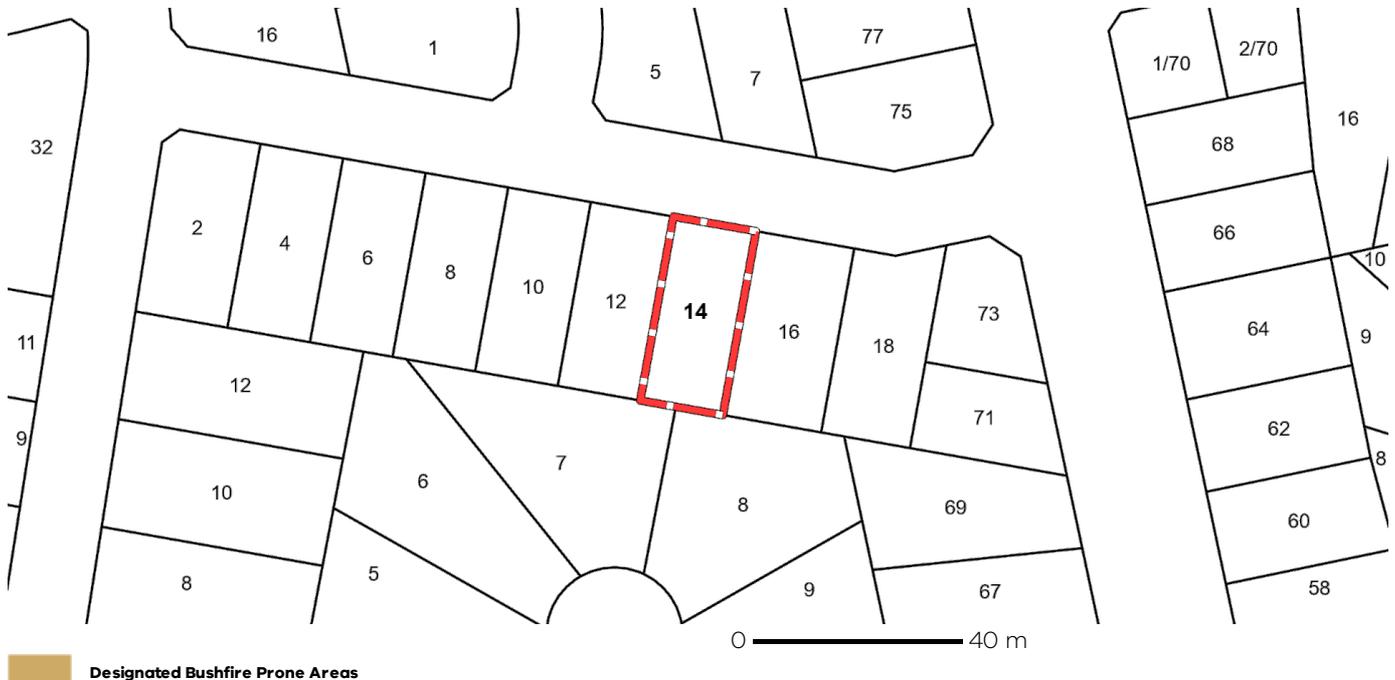
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

**This property is 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 \(environment.vic.gov.au\)](http://Native%20vegetation%20(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 \(environment.vic.gov.au\)](http://NatureKit%20(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 1962 (Vic).

AQ107319K

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Privacy Collection Statement
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Lodged by

Name: Bank Australia
Phone:
Address:
Reference: Code 13091U
Customer Code:

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)
Volume 11852 Folio 538

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

Consideration:
\$142,500.00

Transferor: (full name)
6 Star Developments Pty Ltd ACN 160017363

Transferee: (full name and address including postcode)
Teala Rose Tubb 42 Peterkin Street, Traralgon VIC 3844 as Sole Proprietor

Directing Party: (full name)

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 or each part thereof **DO HEREBY COVENANT** with the transferors their successors and transferees the registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision 724314P and each and every part thereof (other than the Land hereby transferred) that we shall not at any time:-

- (a) erect, place, permit, licence or authorise on the Land hereby transferred more than one dwelling house together with the usual outbuildings with such dwelling house to contain a floor area of not less than 130 square metres within the outer walls thereof (calculated by excluding the area of any carport, garage, terrace, pergola, verandah or outbuilding);
- (b) Erect, place, permit, licence or authorise on the Land hereby transferred any dwelling house other than a dwelling house of which not less than thirty per centum (30%) of the external wall area is constructed of brick, brick veneer, stone, masonry or a foam rendered finish.
- (c) Permit or authorise the Land to be subdivided unless the Transferees first obtains the written approval of 6 Star Developments Pty Ltd (ACN 160 017 363) which approval may be withheld in its absolute discretion.

Duty Use Only

T2

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

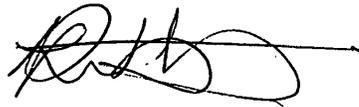
Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

1770182

AQ107319K

- (d) Erect, place, permit, licence or authorise on the Land hereby transferred any dwelling house other than a dwelling house of which the external walls are constructed of a material other than any of materials referred to on Sub-Clause (b) hereof unless the Transferees first obtain the written approval of 6 Star Developments Pty. Ltd.(ACN 160 017 363) which approval may be withheld in its absolute discretion.
- (e) Erect, place, permit, licence or authorise to be erected upon the said Land hereby transferred any building structure or fence constructed wholly or partly of second hand materials apart from secondhand bricks which if used must be covered with cement render;
- (f) Erect, place, permit, licence or authorise to be erected upon the said Land hereby transferred any building structure or fence constructed wholly or partly of materials that are of a reflective nature.
- (g) Erect, place, permit, licence or authorise on the Land hereby transferred any building, the external walls of which are constructed of hardiplank, cement sheet or like materials save for the use of such materials for eave lining, gable ends and in-fills).
- hi) Use or permit or allow the Land hereby transferred to become overgrown with grass or weeds or allow any rubbish, car parts, automotive wrecks to be dumped, stored or accumulated on the Land hereby transferred at any time;
- (i) Use or permit or cause or allow the Land hereby transferred or any part thereof to be used for the purpose of parking, garaging or servicing of any motor vehicle in excess of 5 tonnes gross vehicle mass except of the purpose of loading and unloading goods;
- (j) Erect or replace on the Land hereby transferred any boundary fencing on the road frontage boundary to the Land and on the side boundaries from the road frontage boundary to a point 1,000mm behind the front building line and erect or replace on the remaining boundaries of the land unless such fencing is constructed of timber exposed posts and capping box paling timber fence that has a height of 1,800mm.
- (k) Erect, place, permit, licence or authorise on the Land hereby transferred any relocated building.

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 Plan of Subdivision 724314P so that the burden thereof shall be annexed to and run at law and in equity with the said Land hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said Land as an encumbrance affecting the same and every part thereof.



Duty Use Only

T2

Page 2 of 2

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

AQ107319K

Annexure Page

Transfer of Land Act 1958

This is page 3 of *Approved Form T2* dated 28/07/17.

Between 6 Star Developments Pty Ltd ACN 160017363 and Teala Rose Tubb

Privacy Collection Statement
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Signatures of the Parties

Insert panel heading below

Dated: 28/7/17

Execution and Attestation:

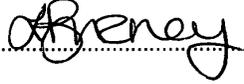
Executed by 6 STAR DEVELOPMENTS PTY LTD ACN 160017363 in accordance with Section 127 of the Corporations Act 2001 by being signed by the person who is authorised to sign for the company:


.....
DALE JOHN STOTT
44 McNairn Road, Traralgon VIC 3844
Director


.....
RAYMOND WEINZIERL
89 Beazley Road, Cardinia VIC 3978
Director

Signed by TEALA ROSE TUBB in the presence of:

) 
)
.....

Witness: 

Leonie Burney.

A1

Page 1 of 1

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

AQ107319K

Annexure Page

Transfer of Land Act 1958

This is page 4 of *Approved Form T2* dated 28/01/17.

Between 6 Star Developments Pty Ltd ACN 160017363 and Teala Rose Tubb

Privacy Collection Statement

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Signatures of the Parties

Insert panel heading below



A1

Page 1 of 1

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

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

AL469542C



Lodged by:

Name: Richard Horseman Pty Ltd
Phone: (03) 5135 3300
Address: DX 84001 MORWELL
Reference: FCP:120628
Customer Code: 11052R

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 9352 Folio 257

Responsible Authority: *(full name and address including postcode)*

Latrobe City Council of 141 Commercial Road, Morwell 3840

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act

A copy of the agreement is attached to this Application.

Date: 31/10/2014

R. G. A.

Lyn Akarsu
Planning Administration Officer
Latrobe City Council

THIS AGREEMENT is made the 31st day of October 2014

PARTIES

1. **LATROBE CITY COUNCIL** of 141 Commercial Road, Morwell, Victoria ("Council").
2. **6 STAR DEVELOPMENTS PTY LTD ACN 160 017 363** of Level 3/28 Kay Street, Traralgon, VIC 3844 ("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

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 "Franklin Place" Lot 1 on Title Plan 552002D, Park Lane, Traralgon 3844 being the land referred to in Certificate of Title Volume 9352 Folio 257 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;

AL469542C



"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 2013/132 (as amended) issued to the Owner by the Council.

"Scheme" means the Latrobe Planning Scheme;

"Tribunal" means the Victorian Civil and Administrative Tribunal.

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2. OWNER'S COVENANTS

2.1 The Agreement

The Owner has, pursuant to Condition 3 of the Permit, prepared Urban Design Guidelines for the lifestyle village, all medium density lots and residential lots adjoining public open space areas ("the Guidelines"). The Guidelines have been approved by Council. Annexed to this Agreement and endorsed by Council is a copy of the Guidelines marked "Plan Approved" under Planning Permit No 2013/132 (as amended) Condition No. 3, Sheet 1 of 11 Sheets dated 28 February, 2014. The Council has requested that the Guidelines be registered on Title pursuant to Section 173 of the Planning and Environment Act 1987.

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 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 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.

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:

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- (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 waiver 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.

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 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.

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

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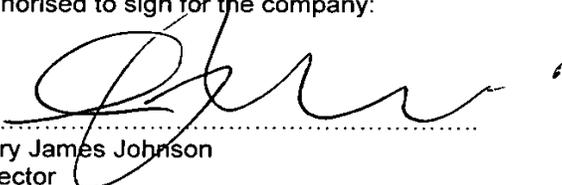
EXECUTED AS A DEED PURSUANT TO SECTION 174(1) OF THE ACT

Signed for an on behalf of Latrobe City Council by John Mitchell pursuant to Instrument of Delegation dated 30 April, 2014 in the presence of:

[Handwritten Signature]
.....
John Mitchell
Acting *Chief Executive Officer*

[Handwritten Signature]
.....
Witness

Executed by **6 STAR DEVELOPMENTS PTY LTD ACN 160 017 363** in accordance with Section 127 of the Corporations Act 2001 by being signed by the person/s who is/are authorised to sign for the company:



.....
Gary James Johnson
Director
50 Payne Road, Beaconsfield 3807



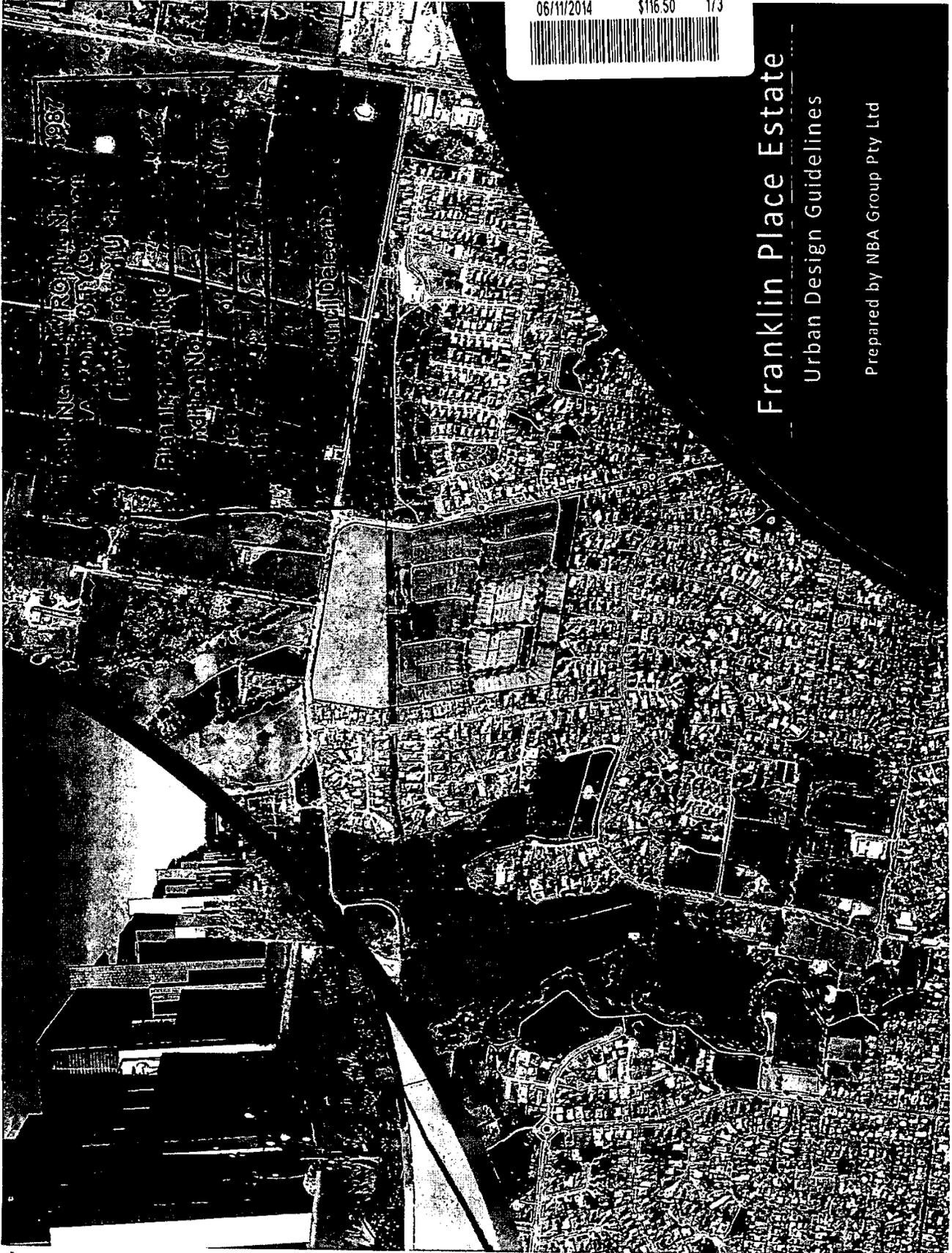
.....
Dale John Stott
Director
44 McNairn Road, Traralgon 3844

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Franklin Place Estate

Urban Design Guidelines

Prepared by NBA Group Pty Ltd

Franklin Place Urban Design Guidelines

NBAgroup

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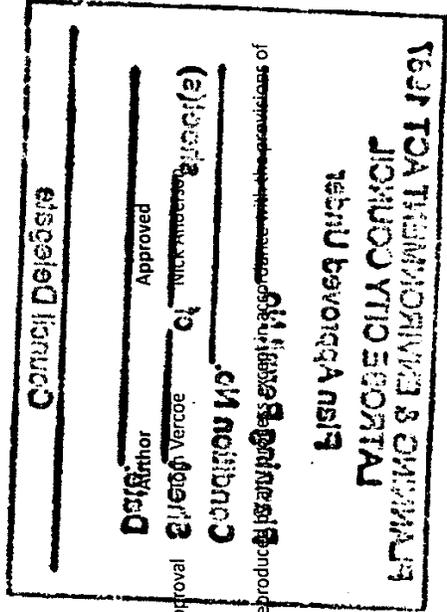
NBAgroup

ABN 194 748 327 43
Metro Level 1, Queens Road, Melbourne 3004
Regional 382 Raymond Street, Sale 3850
Mall 156 Commercial Road, Morwell 3840
Telephone: 03 5143 0340
Facsimile: 03 5143 1244
nick@nbagroup.com.au
www.nbagroup.com.au

Version 3 Date January 2014 Description Issued for approval

Author Approved
of
Condition No.

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1 Introduction & Application

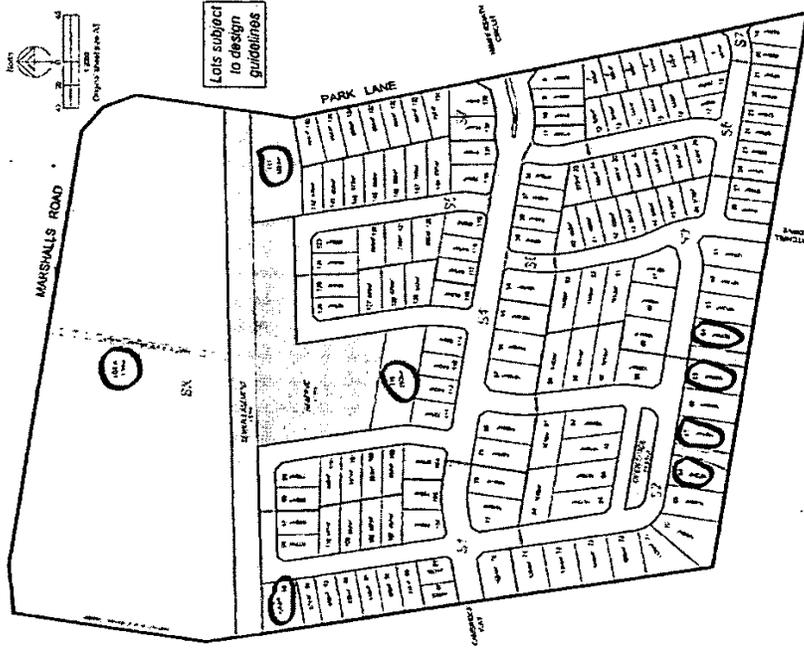
These design guidelines have been prepared in accordance with the requirements of Condition 3 of Planning Permit 2013/132.

They apply to the lifestyle village (Lot A), medium density allotments (numbered 95, 115 & 141) and residential lots adjoining public open space (Lots 64, 65, 67 & 68) as shown in Figure 1 below.

The guidelines set out a number of siting and design requirements to ensure that development responds appropriately to the public domain and offer a high standard of development.

Any development on the subject lots must be in accordance with the design guidelines except with written consent from Latrobe City Council.

Figure 1 - Lots affected by Design Guidelines



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Franklin Place Urban Design Guidelines



2 Objectives

The key intent of the Design Guidelines are to ensure that the interface between lots and the public realm is managed appropriately.

Condition 3 of Planning Permit 2013/132 requires design guidelines to be prepared which provide for:

- a) *Where appropriate, specification that dwellings must not present 'back fences' to the public open space areas. If unavoidable, part (b) of the design guidelines should apply;*
- b) *Specification that boundary fencing adjoining public open space reserves must be no higher than 1.2m high or constructed in material with at least 75% permeability to the satisfaction of the Responsible Authority;*
- c) *Guidance as to appropriate dwelling design to positively address concerns regarding overshadowing, overlooking and amenity;*
- d) *Guidance as to appropriate building materials, design, garaging, fencing and landscaping to activate all frontages;*
- e) *Requirement that any development on the relevant lots must be in accordance with the design guidelines expect with written consent from Council.*

Based on these requirements, it is clear that the key objectives to be achieved relate to:

- Appropriate fencing treatment to provide surveillance to public spaces;
- Appropriate dwelling design overlooks the public spaces, creates visual interest and contributes to an attractive streetscape;

- Ensuring that landscaping is a key consideration early in the dwelling design process.

Implementation of the following guidelines will ensure the highest quality design outcomes for the Franklin Place Estate are achieved.

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Franklin Place Urban Design Guidelines

NBA

3 Guidelines

The guidelines on the following pages are provided to inform the development of lots affected by the design guidelines.

It is noted that these guidelines should be considered in addition to the requirements of the Latrobe Planning Scheme (particularly Clauses 54, 55 and 56), as well as the *Latrobe City Council Public Open Space Strategy*, the *Safer Design Guidelines for Victoria* and the *Guidelines for Higher Density Residential Development*, prepared by the former Department of Sustainability and Environment.

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3.1 Guideline 1 - Dwelling Design

The design of dwellings is to positively address ResCode standards regarding overshadowing, overlooking and amenity.

Any application for a development including development on medium density lots will be required to be considered against the requirements of Clause 54, 55 or 56 of the Latrobe Planning Scheme. Assessments in relation to overlooking, overshadowing and amenity will need to be considered as part of that assessment process.

Figure 2a - Guideline 1 Example 1

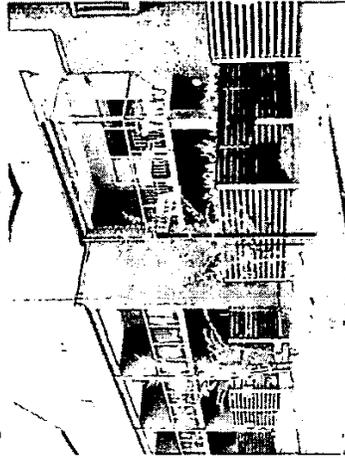


Figure 2b - Guideline 1 Example 2

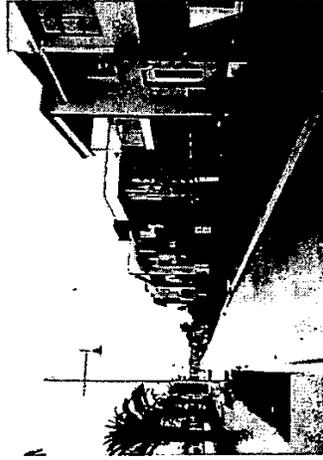


Figure 2c - Guideline 1 Example 3



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3.2 Guideline 2 - Secondary Access

Dwellings must provide a sense of address to any boundary overlooking a road or public open space including the Gippsland Water Reserve, whether it be through dwelling design to incorporate a porch or portico over the rear entry/exit, or through a semi-permeable fencing treatment (refer to Guideline 5).

An example of a dwelling where the primary entrance is on the southern boundary adjacent to a public open space reserve is shown in Figure 3. The image shown reflects the road frontage, providing vehicle access and a secondary access to the dwelling. Any secondary access should be prominent and identifiable as nominated in Figure 3, provide an appropriate outcome for the streetscape, and can be softened through the use of fencing materials and landscaping, refer to Guidelines 5 and 8.

Figure 3 - Guideline 2 Example



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3.3 Guideline 3 - Windows

The elevation of a dwelling facing public open space must contain at least one habitable room window per level. A habitable room is defined at Clause 72 of the Latrobe Planning Scheme as:

"Any room of a dwelling or residential building other than a bathroom, laundry, toilet, pantry, walk-in wardrobe, corridor, stair, lobby, photographic dark room, clothes drying room and other space of a specialised nature occupied neither frequently nor for extended periods."

Figure 4 nominates a living area on both the upper and lower levels, with a balcony on the upper level overlooking the adjoining public open space reserve. Buildings must be designed to provide surveillance over the public realm. Two storey buildings must provide habitable rooms with or without balconies overlooking the public realm, to the satisfaction of Latrobe City Council.

Figure 4- Guideline 3 Example



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3.4 Guideline 4 - Building Materials

Buildings generally should be constructed with a range of materials and finishes to encourage articulated facades and add interest to buildings.

Dwellings and garages may only be constructed of brick, masonry, timber, rendered sheet or stone either natural or man-made. Roofs may only be tile, cement or clay, colorbond, steel or slate, and in non reflective finishes.

Figure 5 shows an example of an articulated facade, utilising a range of building materials and colours, with landscaping between the building and the boundary to soften the impact on the streetscape.

Figure 5- Guideline 4 Example



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3.5 Guideline 5 - Fencing

Dwellings must not present back fences to the public open space areas. If unavoidable, fencing along the boundary along the public open space reserve or Gippsland Water Reserve must either be no higher than 1.2m or constructed in material with at least 75% permeability.

All fences are to have a finished appearance that complements the streetscape and dwelling.

The extent of fencing may vary between lots and is dependant on the design of the dwelling and the location of its private open space.

Buildings should be designed to minimise the extent of fencing on side boundaries adjacent to public spaces.

Landscaping opportunities are to be encouraged to be integrated with fencing treatments.

Figure 6 provides an example of where the combination of low fencing, no fencing, and timber paling fencing screened by landscaping are used to ensure that privacy and security of residents is achieved, with the use of habitable room windows on both levels at each frontage to ensure there is surveillance over the public realm.

Figure 6- Guideline 5 Example



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NBA Group

Franklin Place Urban Design Guidelines

3.6 Guideline 6 - Pedestrian Access

If a lot boundary is to be fenced, a pedestrian gate may be provided along the boundary abutting the public open space.

An example of where low fencing including a prominent gate are used to provide access from the dwelling into the public footpath network, located within a municipal reserve is available at Figure 7.

Figure 7- Guideline 6 Example



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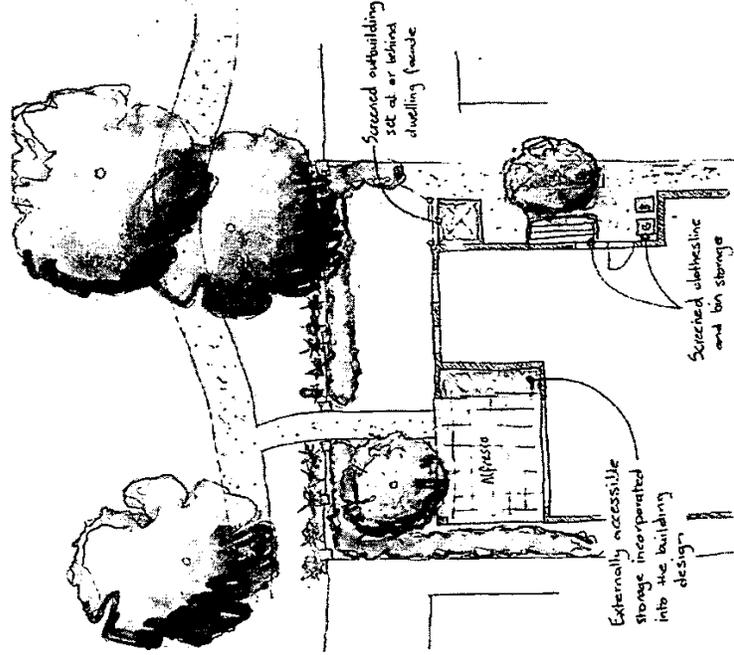


3.7 Guideline 7 - Outbuildings

General service areas such as garden sheds and rubbish bin storage areas must be located and designed so that they are not visually intrusive to neighbours or the public realm.

Where possible, provision for externally accessible storage should be incorporated into the building design and treated as if part of the building. Screenings and shade for bins should be maximised to minimise rubbish odours and visibility. Clothes line areas should be screened from the public realm.

Figure 8- Guideline 7 Example Sketch



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3.8 Guideline 8 - Landscaping

Landscaping is to be utilised to activate reserve frontages including Gippsland Water's Reserve. Consideration must be paid to maintenance of views to the reserves for surveillance and safety. Tall branching trees/shrubs with low understorey planting would be an appropriate response.

An image showing the use of permeable and semi-permeable fencing treatments, with low landscaping and taller trees planted along the reserve interface is shown at Figure 9.

Figure 9- Guideline 8 Example Sketch



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~~NBA group~~

Franklin Place Urban Design Guidelines

AL469542C

06/11/2014 \$116.50 173



Document End

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

AL854209R



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9258 3555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: KAL:NGW:A01C:6339360
Customer Code: 1167E

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 11536 Folio 210

Responsible Authority: Latrobe City Council of 141 Commercial Road, Morwell, Victoria

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

Signature for the Authority:

Name of officer:

YVONNE L BUNTIN

Position Held:

ADMINISTRATION OFFICER

Date:

21/4/2015

Date 21 / 4 / 2016

AL854209R

01/05/2015 \$116.50 173



Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: Park Lane, Traralgon

Latrobe City Council
and

6 Star Developments Pty Ltd
ACN 160 017 363

AL854209R



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Agreement under section 173 of the Planning and Environment Act 1987

Dated / /

Parties

Name	Latrobe City Council
Address	141 Commercial Road, Morwell, Victoria
Short name	Council

Name	6 Star Developments Pty Ltd ACN 160 017 363
Address	Level 3, 28 Kay Street, Traralgon, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit. Council and the Owner have agreed to enter into this Agreement to facilitate the construction of off-site works required to treat stormwater as a result of the Development.
- D. Specifically, the Stormwater Management Plan has identified that 2,840 additional square metres of wetland areas are required to treat stormwater generated by the Development.
- E. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

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CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, latrobe@latrobe.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Development means the development permitted under the Planning Permit.

Endorsed Plan means the proposed subdivision plan prepared by Millar Merrigan titled 'Proposed Subdivision – Franklin Place' endorsed with the stamp of Council dated 13 March 2014.

Lot A means the area referred to as Lot A on the Endorsed Plan.

Lot A Contribution means the sum of \$148,800 as at 1 July 2014. This figure is to be adjusted annually by reference to CPI on 1 July each year until paid in accordance with this Agreement.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit No. 2013/132/A, as amended from time to time, issued on 30 September 2013, authorising the staged subdivision of the Subject Land in accordance with plans endorsed by Council.

Planning Scheme means the Latrobe Planning Scheme and any other planning scheme that applies to the Subject Land.

Stage means a stage of the staged subdivision authorised under the Planning Permit.

Stage 3 means the area referred to as Stage 3 in the Endorsed Plan.



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Stage 3 Contribution means the sum of \$20,460 as at 1 July 2014. This figure is to be adjusted annually by reference to CPI on 1 July each year until paid in accordance with this Agreement.

Stage 4 means the area referred to as Stage 4 in the Endorsed Plan.

Stage 4 Contribution means the sum of \$94,860 as at 1 July 2014. This figure is to be adjusted annually by reference to CPI on 1 July each year until paid in accordance with this Agreement.

Statement of Compliance means a Statement of Compliance issued under the *Subdivision Act 1988* for the subdivision of the Subject Land allowed by the Planning Permit.

Stormwater Management Plan means the stormwater management plan prepared by Water Technology pursuant to condition 12 of the Planning Permit titled 'Franklin Place, Traralgon: Stormwater Management Plan' and dated March 2015.

Stormwater Works means all things necessary to be completed with respect to the provision of offset stormwater quality measures as identified in the Stormwater Management Plan.

Subject Land means the land situated at Park Lane, Traralgon being the land referred to in Certificate of Title Volume 11536 Folio 210 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

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7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Council's costs to be paid

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, on request by Council the Owner must pay to Council, Council's costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

7.4 Interest for overdue money

- 7.4.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7.5 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

8. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

9. Owner's warranties

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.

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12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

13. Ending of Agreement

- 13.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.
- 13.2 After the Agreement has ended, Council will, at the Owner's written request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the record of this Agreement.

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Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of the Latrobe City Council was hereto affixed this 21st day of April 2015 in the presence of:-

.....

.....

Chief Executive Officer

Executed by 6 Star Developments Pty Ltd ACN 160 017 363 in accordance with s 127(1) of the Corporations Act 2001:

.....

Signature of Director
Raymond Weingierl
Print full name

.....

Signature of Director/Company Secretary
Dale John Stott
Print full name

Mortgagee's Consent

Australia and New Zealand Banking Group Ltd as Mortgagee under Instrument of mortgage No. AK005753N consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....
EXECUTED by AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
By being SIGNED by it's Attorney Partner
Of Gardens Lawyers
Under Power of Attorney dated 9/10/1992
A certified copy of which is filed
in the permanent order Book Number 277
Page 016 and Power of Attorney
Dated 26/06/2001 a certified copy of which
is filed in Permanent order Book Number
277 as page 017 in the presence of:

.....

AL854209R
01/05/2015 \$116.50 173

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

Assessment Number: 74047-2
Applicant's Reference: 78061612-016-2
Issue Date : 19-Sep-2025
Property Address: 14 Stanford Drive
TRARALGON VIC 3844
Property Description: L 22 PS 745369
Property Title: CT-11852/538
AVPCC: 110 Detached Home
Area: 576M2
Ward: Boola Boola
Owner: Ms T R Tubb

1300 367 700 LATROBE.VIC.GOV.AU

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 18-Dec-2025.
- **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	\$	1,809.00
Municipal Charge	\$	155.00
Emergency Services and Volunteers Fund Levy	\$	239.80
Garbage Charge	\$	446.00
Current Interest	\$	0.00
Rebates	\$	0.00
Arrears Interest	\$	0.00
Special Rates & Charges	\$	0.00
Legal Fees	\$	0.00
Less Cash Paid	\$	0.00
Total Amount Due	\$	2,649.80

Assessment Number: 74047-2
Applicants' Ref.: 78061612-016-2
Date: 19-Sep-2025
Property Address: 14 Stanford Drive
 TRARALGON VIC 3844

Property Valuations:

Description	Values	Level of Value Date	Operational Date
CAPITAL IMPROVED VALUE	\$ 600,000	01-Jan-2025	01-Jul-2025
SITE VALUE	\$ 275,000	01-Jan-2025	
NET ANNUAL VALUE	\$ 30,000	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



Biller Code: 6072
Ref: 740472

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

INFORMATION STATEMENT

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

10 September 2025

Your Reference :
Our Reference:

78061612-029-2
00222172-02

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: 14 Stanford Dve Traralgon Vic 3844
Information Statement No: 168394

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

A handwritten signature in black ink, appearing to read "Nigel Gerreyn".

Nigel Gerreyn

MANAGER PROPERTY SERVICES



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

Section 158 Statement

(Water Act 1989)

Date of Issue:	10/09/2025	Your Reference :	78061612-029-2
Information Statement No:	168394	Our Reference:	00222172-02
Property Address:	14 Stanford Dve Traralgon Vic 3844		
Property Details:	Lot 22 Plan PS745369		
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: 10/09/2025 **Your Reference :** 78061612-029-2
Information Statement No: 168394 **Our Reference:** 00222172-02

Property Address: 14 Stanford Dve Traralgon Vic 3844
Property Details: Lot 22 Plan PS745369
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)



Biller Code: 3475
REF: 3680 0000 2221 7202 1
Pay by savings or credit card

Gippsland Water Authorised Officer:

Date: 10 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:

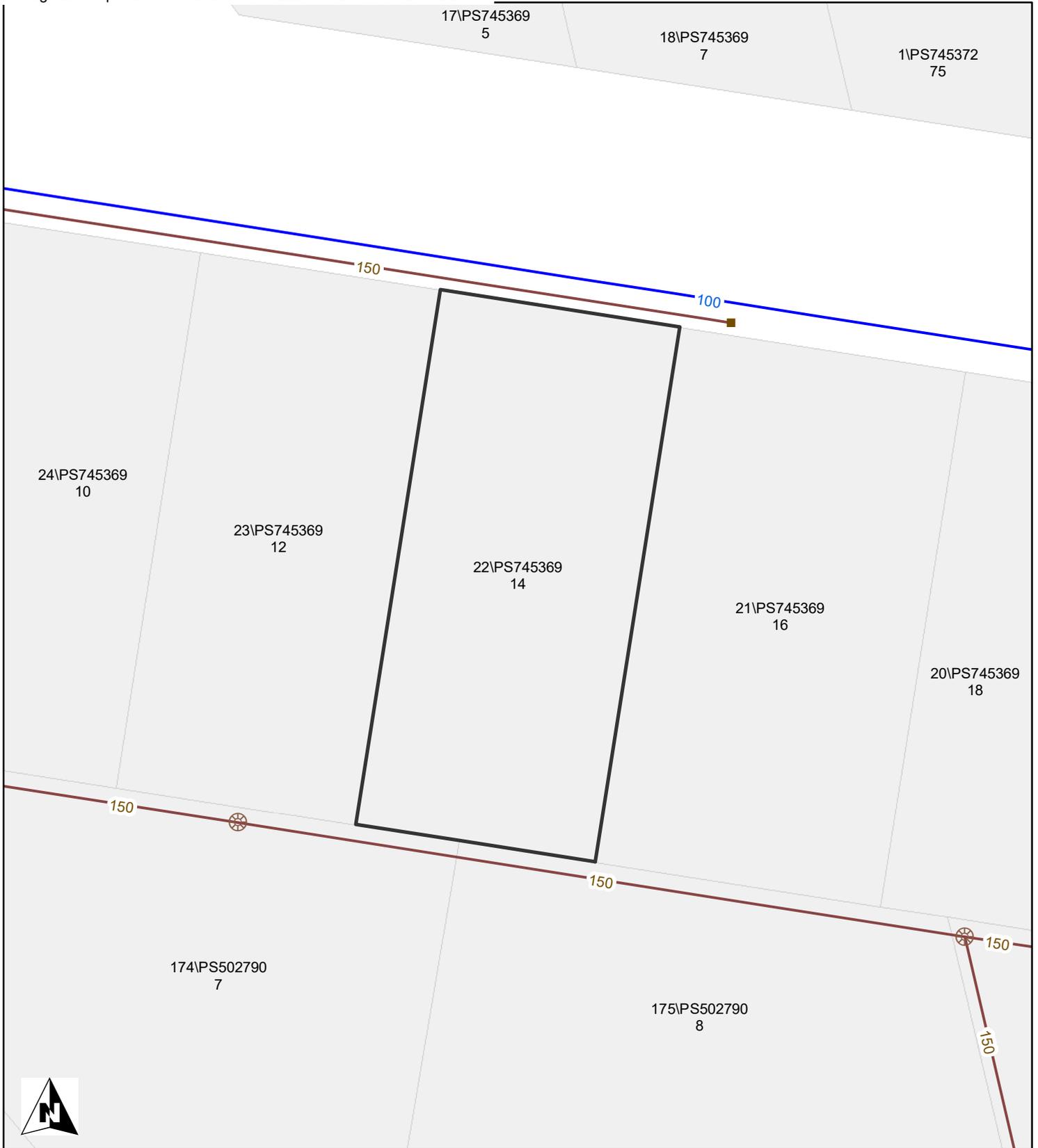
This Information Statement will be valid only to the end of the next billing period after the date of issue of this Information Statement.

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

14 Stanford Dve Traralgon

Information Statement No: 168394

Date Issued: 10/09/2025



Water Pipes

- Reticulation
- Distribution
- Transfer

Sewer Pipes

- Gravity
- Pressure
- Rising Main

House Discharge Line

- House Discharge Line

Maintenance Point

Manhole

Pipe End

Collection Tank

Disclaimer: Gippsland Water does not quarentee or make any representation or warrant the accuracy, scale or completeness of information inthis product. Any person relying upon such information does so on the basis that Gippsland Water shall bear no responsibility or liability for loss, damage or injury arising from any error, fault, defect, or omission in the information. Any persons using this information should make their own site investigation and accommodate their works accordingly.