

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 30 October 2018.

# Vendor Statement

## section 32 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 VOLUME 12472 FOLIO 419

Property Address 1 HENDERSONS ROAD, TOONGABBIE, VICTORIA 3856

Vendor's name JEFFERY EDWARD BRILL

Signature  Date 18.6.2024

Purchaser's name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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# 1. FINANCIAL MATTERS

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

(a) \*Their total does not exceed: \$5,000.00

OR

(b) \*Are contained in the attached certificate/s.

OR

(c) \*Their amounts are:

Authority	Amount	Interest (if any)
(1) _____	(1) \$ _____	(1) \$ _____
(2) _____	(2) \$ _____	(2) \$ _____
(3) _____	(3) \$ _____	(3) \$ _____
(4) _____	(4) \$ _____	(4) \$ _____

(d) \*There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge<sup>1</sup>, which are not included above; other than any amounts described in this rectangular box.

\$ \_\_\_\_\_

## 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

\$ \_\_\_\_\_ To \_\_\_\_\_

Other particulars (including dates and times of payments):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 1.3 Terms Contract

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

\*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

## 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.

\*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

<sup>1</sup> Other than any GST payable in accordance with the contract.

# 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.

(a) \*Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) \*Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company: \_\_\_\_\_

Type of policy: \_\_\_\_\_ Policy no: \_\_\_\_\_

Expiry date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Amount insured: \_\_\_\_\_

**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.

(a) \*Attached is a copy or extract of any policy of insurance required under the *Building Act 1993*.  
OR

(b) \*Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company: \_\_\_\_\_

Policy no: \_\_\_\_\_ Expiry date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

*Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.*

**3. LAND USE****3.1 Easements, Covenants or Other Similar Restrictions**

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

(a)  \*Is in the attached copies of title document/s.

OR

\*Is as follows:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

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

**3.4 Planning Scheme**

\*Attached is a certificate with the required specified information.  
OR

\*The required specified information is as follows:

(a) Name of planning scheme	<u>LATROBE PLANNING SCHEME</u>
(b) Name of responsible authority	<u>LATROBE CITY COUNCIL</u>
(c) Zoning of the land	<u>NEIGHBOURHOOD RESIDENTIAL ZONE</u>
(d) Name of planning overlay	<u>LAND SUBJECT TO INUNDATION OVERLAY</u>

#### 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:

\*Are contained in the attached certificates and/or statements.

OR

\*Are as follows:

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##### 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:

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##### 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:

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#### ~~5. BUILDING PERMITS~~

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

\*Are contained in the attached certificate.

OR

\*Are as follows:

N/A

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#### ~~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*.

6.1 \*Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

OR

6.2 \*Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 \*The owners corporation is an inactive owners corporation.<sup>2</sup>

N/A

<sup>2</sup> An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

~~7. GROWTH AREA 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*.

7.1 **Work-in-Kind Agreement**

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) \*The land is NOT to be transferred under the agreement unless the square box is marked with an "X"
- (b) \*The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"
- (c) \*The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"

7.2 **GAIC Recording**

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) \*Any certificate of release from liability to pay a GAIC
- (b) \*Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) \*Any certificate of exemption from liability to pay a GAIC
- (d) \*Any certificate of staged payment approval
- (e) \*Any certificate of no GAIC liability
- (f) \*Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) \*A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub -sections 7.2 (a) to (f) above

8. **SERVICES**

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

- Electricity supply     Gas supply     Water supply     Sewerage     Telephone services

9. **TITLE**

Attached are copies of the following documents:

9.1  \*(a) **Registered Title**

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

OR

\*(b) **General Law Title**

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

- \*9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. **SUBDIVISION**

10.1 **Unregistered Subdivision**

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

- (a) \*Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.  
OR
- (b) \*Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

**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 a 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:  


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


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


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**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.

- (a) \*Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).  
OR
- (b) \*Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

~~**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 1000m<sup>2</sup> (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):
  - \*Are contained in the attached building energy efficiency certificate.
  - OR
  - \*Are as follows:  


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**12. DUE DILIGENCE CHECKLIST**

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be automatically attached if ticked)

**13. ATTACHMENTS**

*(Any certificates, documents and other attachments may be annexed, and additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)  
 (Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

- TITLE SEARCH
- PLAN OF SUBDIVISION
- AGREEMENT - SECTION 173
- PLANNING PROPERTY REPORT
- PROPERTY REPORT
- LATROBE CITY RATES NOTICE

# 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.

## **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.

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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 12472 FOLIO 419

Security no : 124115578336B  
Produced 05/06/2024 03:49 PM

LAND DESCRIPTION

Lot 1 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: 1 HENDERSONS ROAD TOONGABBIE VIC 3856

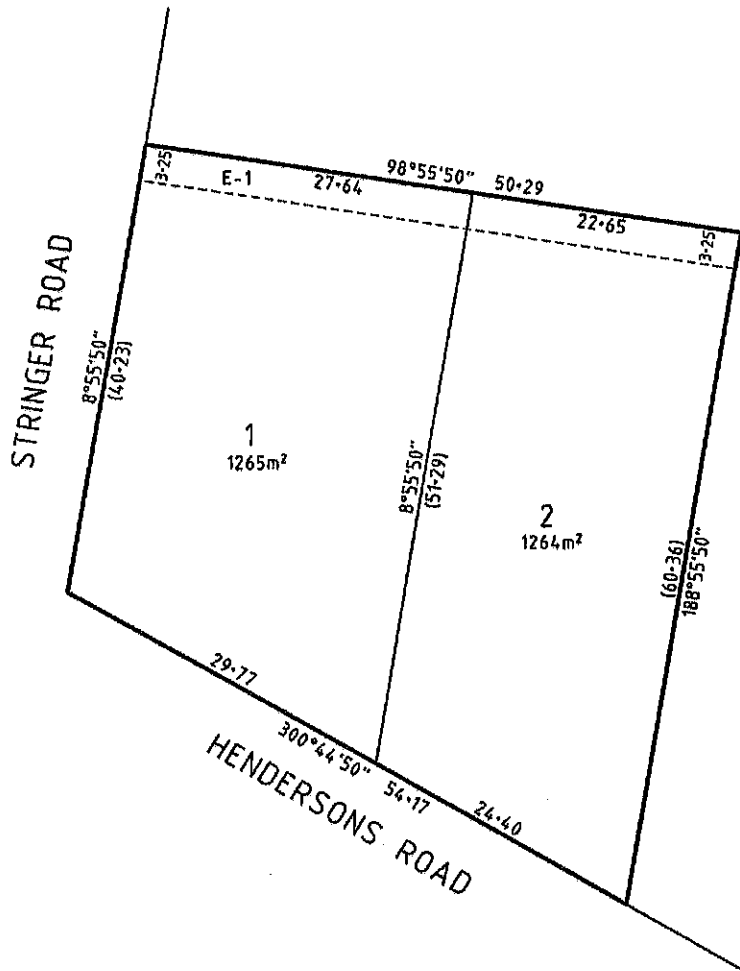
DOCUMENT END

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<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS913058C</b>	
<b>LOCATION OF LAND</b> <b>PARISH:</b> TOONGABBIE NORTH <b>TOWNSHIP:</b> TOONGABBIE <b>SECTION:</b> 12 <b>CROWN ALLOTMENT:</b> 8  <b>TITLE REFERENCE:</b> VOL.11382 FOL.731 <b>LAST PLAN REFERENCE:</b> TP666611Q <b>POSTAL ADDRESS:</b> 4-6 STRINGER ROAD, TOONGABBIE, 3856 <small>(at time of subdivision)</small>  <b>MGA CO-ORDINATES:</b> E: 467 150      ZONE: 55 <small>(of approx centre of land in plan)</small> N: 5 786 675      GDA 2020		Council Name: Latrobe City Council Council Reference Number: 2022/88/CRT@ Planning Permit Reference: 2022/151 SPEAR Reference Number: S200988M  <b>Certification</b> This plan is certified under section 6 of the Subdivision Act 1988  <b>Statement of Compliance</b> 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 Gullfoyle for Latrobe City Council on 14/03/2023		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON			
—	—			
<b>NOTATIONS</b>				
<b>DEPTH LIMITATION: DOES NOT APPLY</b>				
<b>SURVEY:</b> This plan is based on survey.  <b>STAGING:</b> 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. —				
<b>EASEMENT INFORMATION</b>				
<b>LEGEND: A - Appurtenant Easement   E - Encumbering Easement   R - Encumbering Easement (Road)</b>				
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
<b>Beveridge Williams</b> development & environment consultants Traralgon ph : 03 5176 0374 <a href="http://www.beveridgewilliams.com.au">www.beveridgewilliams.com.au</a>		SURVEYORS FILE REF: 2200494		ORIGINAL SHEET SIZE: A3      SHEET 1 OF 2
		Digitally signed by: steven john wallace, Licensed Surveyor, Surveyor's Plan Version (2), 09/02/2023, SPEAR Ref: S200988M		<b>PLAN REGISTERED</b> 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	4 0 4 8 12 16 LENGTHS ARE IN METRES	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		

Amended by: steven john wallace, Licensed Surveyor 11/05/2023.

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:

36271702A

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](http://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

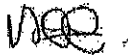
Signer Name: Ruth Marx

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

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property) > Contact us

DocuSign Envelope ID: A63E4D4F-726F-4F7C-8939-8F78936EBA2A

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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**"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 Practice 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.

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## **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.

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## 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*  
1FA41CA10905409...  
Witness

DocuSigned by:  
*Steven Piasente*  
F8F6A82A1814F9...  
Steven Piasente  
Chief Executive Officer

[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:  
*Samantha King*  
70E70E0F00E8402... Witness

DocuSigned by:  
*Jeff Brill*  
73EFD0E87008B83...  
Jeffery Edward Brill

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 June 2024 08:59 AM

## PROPERTY DETAILS

Address: **1 HENDERSONS ROAD TOONGABBIE 3856**  
Lot and Plan Number: **Lot 1 PS913058**  
Standard Parcel Identifier (SPI): **1\PS913058**  
Local Government Area (Council): **LATROBE**  
Council Property Number: **63235**  
Planning Scheme: **Latrobe**  
Directory Reference: **Vicroads 703 N4**

[www.latrobe.vic.gov.au](http://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

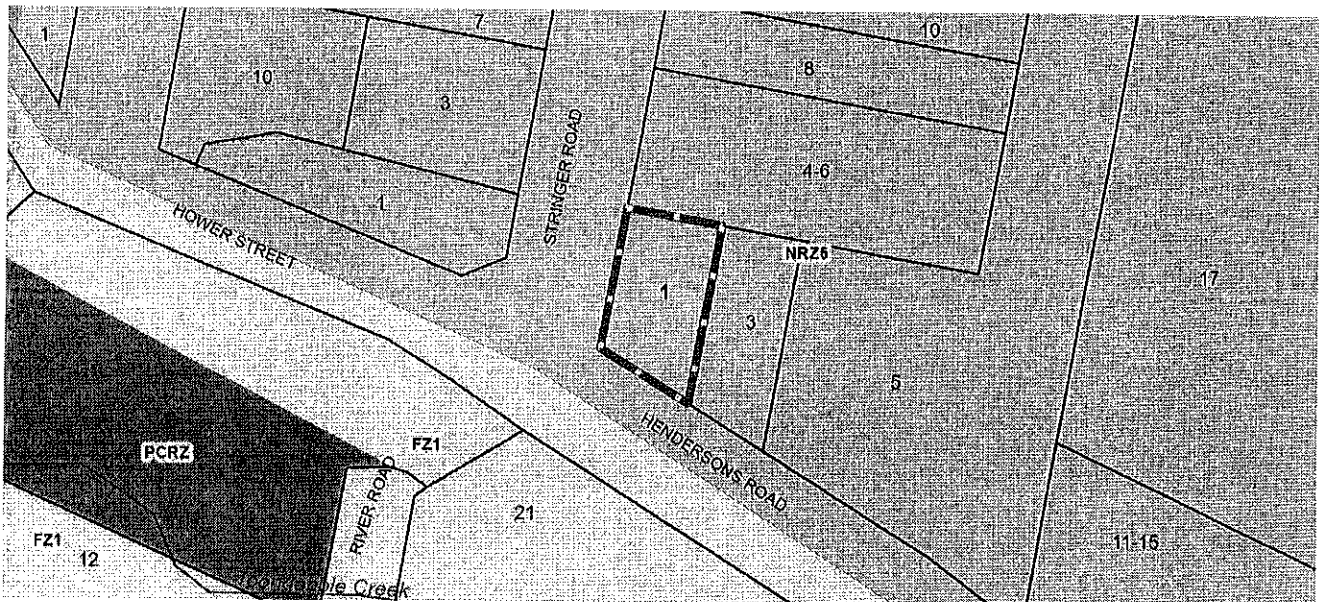
Registered Aboriginal Party: **GunaiKurnai Land and Waters  
Aboriginal Corporation**

[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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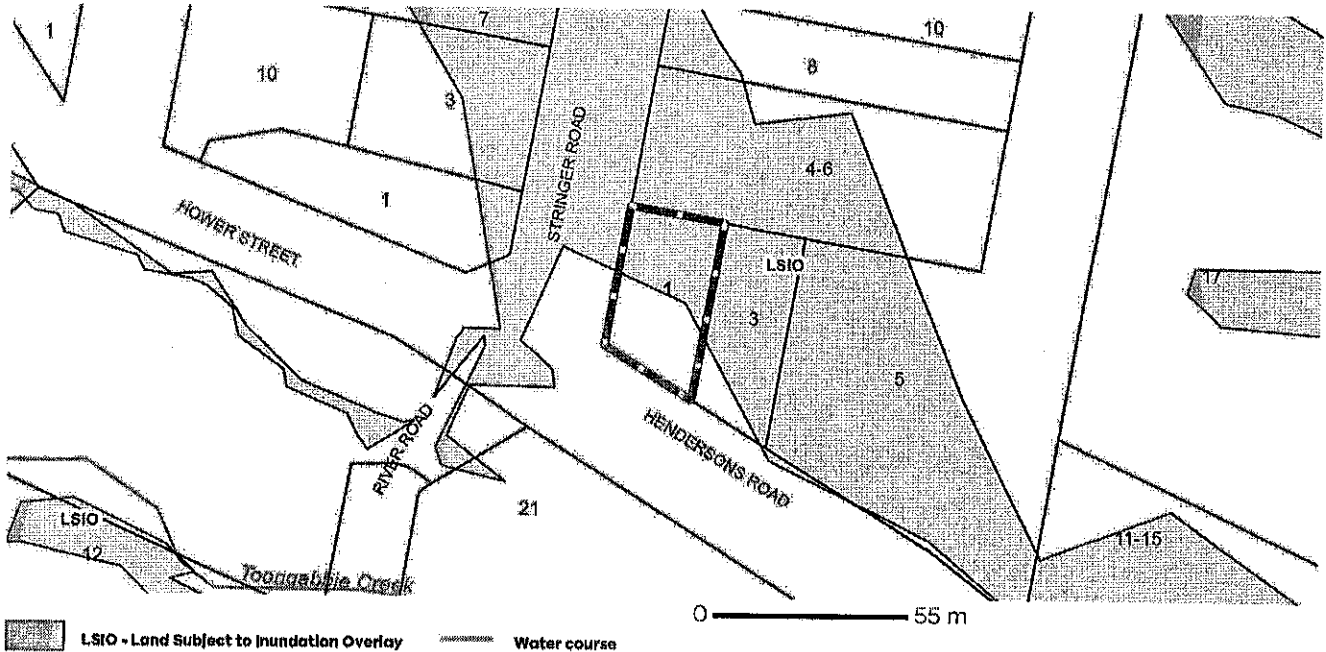
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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 1982 (Vic).

## Planning Overlays

### LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

### LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



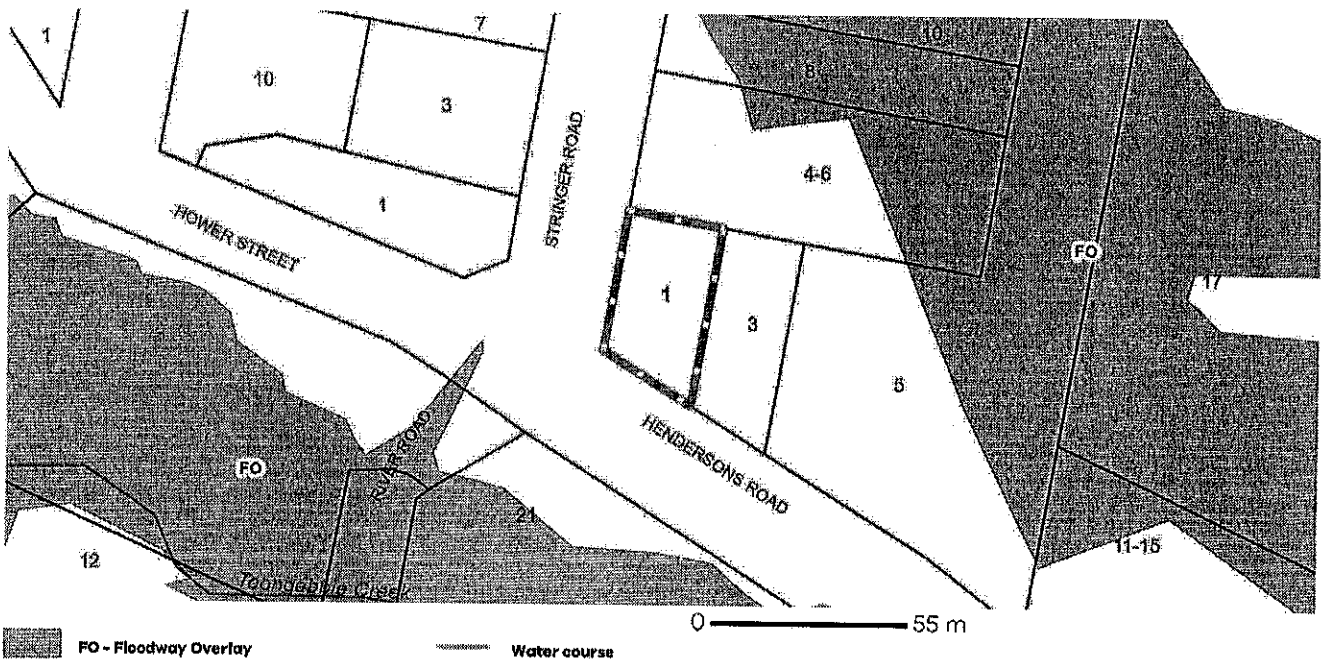
**LSIO - Land Subject to Inundation Overlay**      **Water course**

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)



**FO - Floodway Overlay**      **Water course**

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

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## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

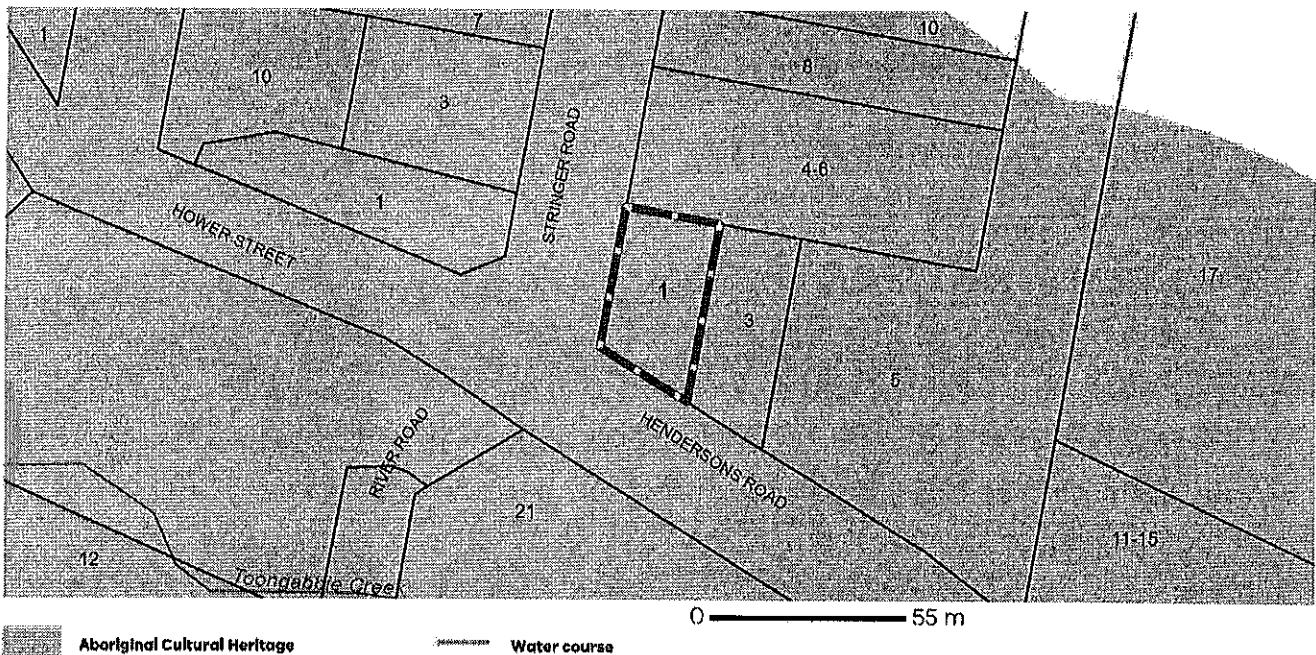
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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



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## Further Planning Information

Planning scheme data last updated on 29 May 2024.

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.maps.vic.gov.au/vicoplan>

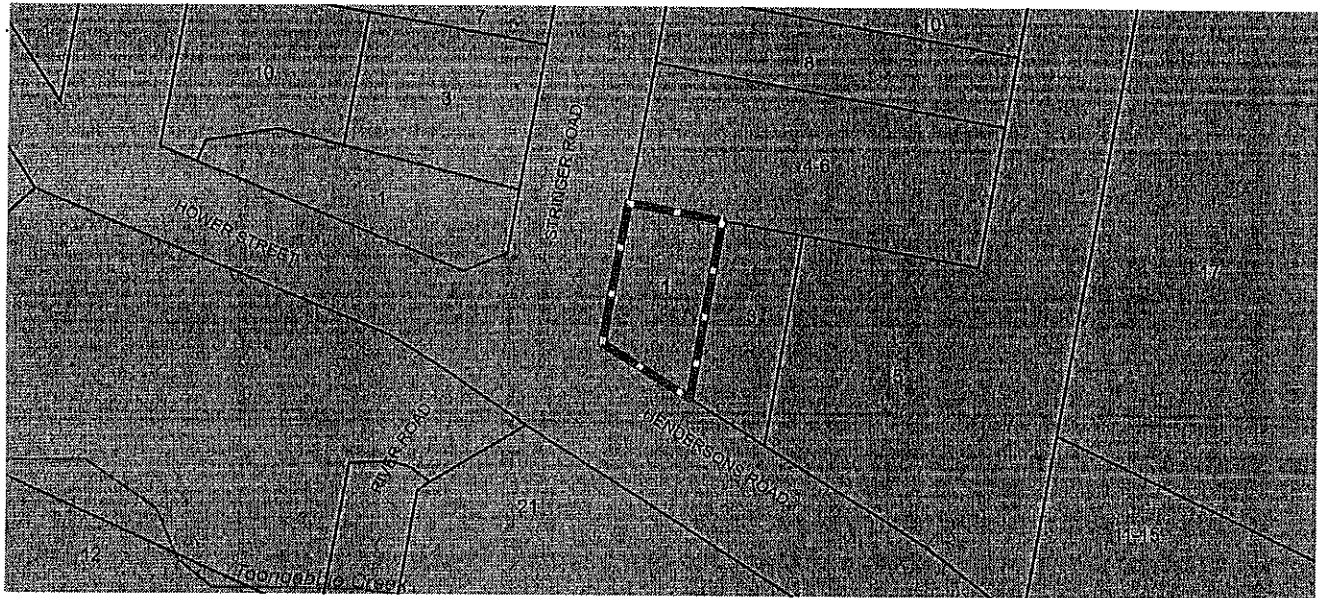
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## 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 the region 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 Information Management system <https://nvm.delwp.vic.gov.au/> 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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# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 07 June 2024 08:59 AM

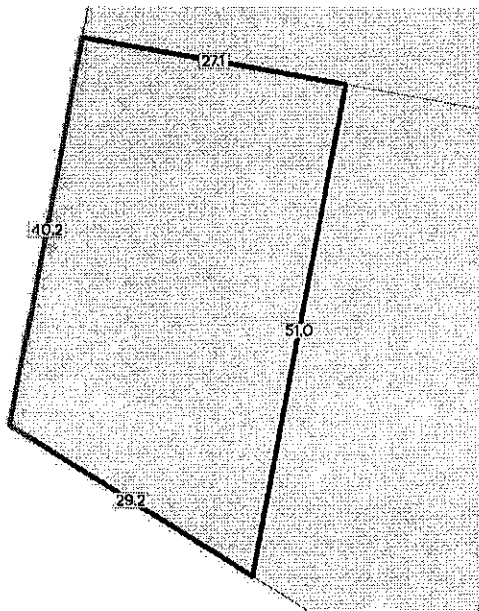
## PROPERTY DETAILS

Address: **1 HENDERSONS ROAD TOONGABBIE 3856**  
Lot and Plan Number: **Lot 1 PS913058**  
Standard Parcel Identifier (SPI): **1\PS913058**  
Local Government Area (Council): **LATROBE**  
Council Property Number: **63235**  
Directory Reference: **Vicroads 703 N4**

[www.latrobe.vic.gov.au](http://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:** 1235 sq. m

**Perimeter:** 147 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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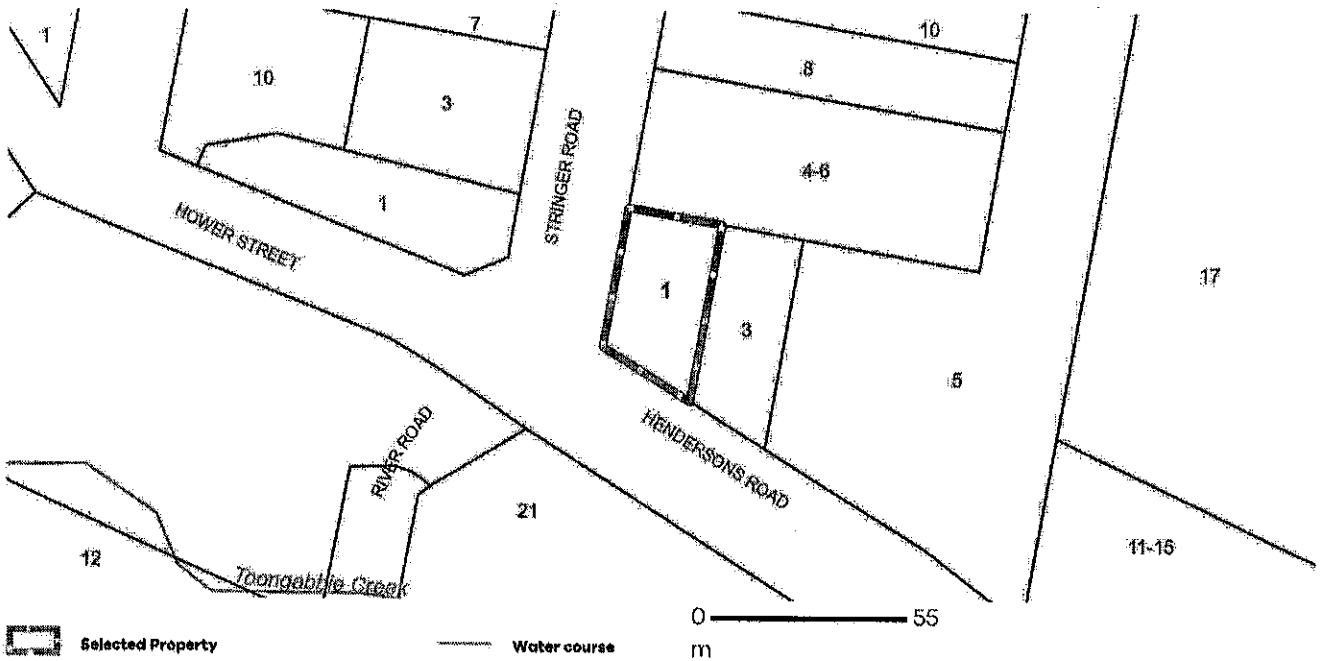
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PROPERTY REPORT: 1 HENDERSONS ROAD TOONGABBIE 3856

# PROPERTY REPORT

## Area Map



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# Valuation and Rates Notice

For the period 1 July 2023 to 30 June 2024



034 26196

Mr J E Brill  
3 Hendersons Rd  
TOONGABBIE VIC 3856

To be eligible for the instalment program and receive reminder notices, you must pay the first instalment in full by 30 September 2023

Assessment number: 769158  
Issue date: 17/08/2023

Property: 1 Hendersons Road, TOONGABBIE VIC 3856

Description: L 1 PS 913058  
AVPCC: 100 - Vacant Residential Home Site/Surveyed Lot  
(see reverse)

Capital Improved Value (CIV): \$225,000 Valuation date: 01/01/2023  
Effective as at: 01/07/2023

## Payments

Payments since 01 July 2023 -\$1,250.00

## Council rates and charges

General Rates Residential (0.00293783 x CIV) \$661.00  
Municipal Charge \$149.00

## State government charges

Fire Service Property Levy - Residential (0.000046 x CIV) \$10.35  
Fire Services Property Levy Fixed Charge \$125.00

**Total amount payable** -\$304.65

## Your payment options:

### Pay by instalment

Instalment 1  
Due: 30 Sept 2023

Instalment 2  
Due: 30 Nov 2023

Instalment 3  
Due: 28 Feb 2024

Instalment 4  
Due: 31 May 2024

OR

### Full payment

Due date: 15 February 2024  
-\$304.65

## Payment Plan or Difficulty paying on time?

Contact us to apply for an alternative payment plan. Phone 1300 367 700 or email rates@latrobe.vic.gov.au

Payments made on or after 11 August 2023 may not be included

- Full payment: \$0.00  
 Instalment: \$0.00

Assessment number: 769158  
Property: 1 Hendersons Road, TOONGABBIE VIC 3856



Billers Code: 6072  
Ref: 769168

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



Billers Code: 0369  
Ref: 769168

Pay 24 hours a day by credit card:

Online: [www.auspost.com.au/postbillpay](http://www.auspost.com.au/postbillpay)  
Phone: 13 18 16

## Direct debit

To arrange regular deductions, including weekly, fortnightly or monthly, from your bank account. Visit [www.latrobe.vic.gov.au/directdebit](http://www.latrobe.vic.gov.au/directdebit) or call 1300 367 700 to obtain a direct debit form.

## In person

At any Latrobe City Service Centre or Library, (locations on reverse) or Australia Post outlet.

## Mail

Detach this slip and send with payment to: Latrobe City Council  
PO BOX 264, Morwell VIC 3840.

## Centrepay

To arrange regular deductions from your Centrelink payment, please use your Centrelink online account, Express Plus Centrelink mobile app or you can contact Centrelink in person or by phone and quote reference number (CRN): 555 070 553H.

## You now have a choice

...receive your rates notice by email.  
Visit: <https://erates.latrobe.vic.gov.au/erates>  
See page three for more details.

Please retain this notice for your records as a fee of \$21.00 may be charged for replacement copies. Or, see page three for instructions on how to register for electronic notices in order to obtain a replacement copy free of charge.

More information  
overpage



Council Use Only



102619601 080550 #87655

# 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.