




# 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.

<b>Land</b>	UNIT 6, 12-14 MUNRO STREET, TRARALGON VIC 3844
-------------	--

Vendor's name	Sharon Ann Miller	Date
Vendor's signature		28/2/25

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

Not Applicable

### 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.
(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:

Not applicable

### 4.3 Compulsory Acquisition

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

Not applicable

## 5. BUILDING PERMITS

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

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.

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.

## 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:

Not applicable

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

Not applicable

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

Not applicable

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 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):

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)*

Certificate of Title Volume 11561 Folio 520

PS714306U

Agreement AL663047F

No GST Withholding Notice,

Latrobe City Council Notice,

Gippsland Water Notice

State Revenue - Land Tax Certificate

Owners Corporation Certificate

Property Certificate

Planning Certificate,

# 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.

# LAND INFORMATION CERTIFICATE

In accordance with Section 229 of The Local Government Act 1989



LANDATA  
DX 250639  
MELBOURNE VIC

Latrobe City ABN 92 472 314 133

TTY (NRS) 133 677

AUSDOC DX2 17733 Morwell

PO Box 264 MORWELL 3840

latrobe@latrobe.vic.gov.au

1300 367 700 LATROBE.VIC.GOV.AU

**Assessment Number:** 73211-5  
**Applicant's Reference:** 75892864-016-6  
**Issue Date :** 20-Feb-2025  
**Property Address:** 6/12-14 Munro Street  
TRARALGON VIC 3844  
**Property Description:** L 5 PS 714306  
**Property Title:** CT-11561/520  
**AVPCC:** 120 Single Strata Unit/Villa Unit/Townhouse  
**Area:** 288M2  
**Ward:** Boola Boola  
**Owner:** Ms S A Miller

**Statement of Rates & Charges for the Year Ending 30-Jun-2025 are payable in full by 15-Feb-2025. 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 21-May-2025.
- **Confirmation and variations will only be provided in writing. You must contact the Rates Team via email [proprates@latrobe.vic.gov.au](mailto: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	\$	1,324.20
Garbage Charge	\$	394.00
Municipal Charge	\$	153.00
Fire Service Property Levy	\$	170.70
Current Interest	\$	0.00
Rebates	\$	0.00
Arrears Interest	\$	0.00
Special Rates & Charges	\$	0.00
Legal Fees	\$	0.00
Less Cash Paid	\$	-1,604.40
<b>Total Amount Due</b>	<b>\$</b>	<b>437.50</b>

*The owner of this property is on the instalment program for the payment of their rates and charges and the 4th instalment is due by 31 May 2025.*

*We suggest that where the sale of the property proceeds, that you discuss with the vendor's solicitor/conveyancer to instruct their client not to make any further payments.*

*Please contact the Rates Department for an update prior to settlement via*

email [proprates@latrobe.vic.gov.au](mailto:proprates@latrobe.vic.gov.au)

**Assessment Number:** 73211-5



**Applicants' Ref.:** 75892864-016-6  
**Date:** 20-Feb-2025  
**Property Address:** 6/12-14 Munro Street  
TRARALGON VIC 3844

**Property Valuations:**

Description		Values	Level of Value Date	Operational Date
CAPITAL IMPROVED VALUE	\$	445,000	01-Jan-2024	01-Jul-2024
SITE VALUE	\$	140,000	01-Jan-2024	
NET ANNUAL VALUE	\$	22,250	01-Jan-2024	

**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**



**Billers Code: 6072**  
**Ref: 732115**

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



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

Page 1 of 1

VOLUME 11561 FOLIO 520

Security no : 124122147789S  
Produced 19/02/2025 10:22 AM

### LAND DESCRIPTION

Lot 5 on Plan of Subdivision 714306U.  
PARENT TITLE Volume 10999 Folio 275  
Created by instrument PS714306U 30/03/2015

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

SHARON ANN MILLER of UNIT 6 12-14 MUNRO STREET TRARALGON VIC 3844  
AT579333D 04/09/2020

### 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  
AL663047F 05/02/2015

### DIAGRAM LOCATION

SEE PS714306U 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: UNIT 6 12-14 MUNRO STREET TRARALGON VIC 3844

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS714306U

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS714306U</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>19/02/2025 10:22</b>

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Signed by Council: Latrobe City Council, PP Ref: 2013/232, Cert Ref: 2014/47/CRT, Original Certification: 28/11/2014, S.O.C.: 12/03/2015

<b>PLAN OF SUBDIVISION</b>				LRS use only <b>EDITION 1</b>	<b>PS714306U</b>
<p style="text-align: center;">LOCATION OF LAND</p> <p>Parish: TRARALGON</p> <p>Township: TRARALGON</p> <p>Section: 6</p> <p>Crown Allotment: 5 (PART), 6 (PART), 7 (PART) &amp; 8 (PART)</p> <p>Crown Portion: —</p> <p>Title Reference: VOL 10999 FOL 275</p> <p>Last Plan Reference: PS548366Y LOT 1</p> <p>Postal Address: 12-14 MUNRO STREET, (at time of subdivision) TRARALGON 3844</p> <p>MGA Co-ordinates E 460 157 ZONE: 55 (of approx. centre of land in plan) N 5772 727</p>				<p style="text-align: center;">Council Name: LATROBE CITY COUNCIL</p>	
Vesting of Roads and / or Reserves				Notations	
Identifier		Council/Body/Person		<p><b>Staging</b> This is not a staged subdivision Planning Permit No. 2013/232</p>	
—		—		<p><b>Depth Limitation</b> DOES NOT APPLY</p> <p>THIS IS A SPEAR PLAN.</p> <p>COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1-8 (BOTH INCLUSIVE).</p> <p>LOTS 5, 6, 7 &amp; 8 ONLY ARE MEMBERS OF OWNERS CORPORATION No.1.</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p style="text-align: center;">LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</p> <p style="font-size: small;">FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT &amp; LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p> </div> <p><b>SURVEY</b> THIS PLAN IS BASED ON SURVEY.</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 106 IN PROCLAIMED SURVEY AREA No. —</p>	
Notations					
<b>EASEMENT INFORMATION</b>					
<p><b>Legend:</b> E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)</p>					
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN.					
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	<p style="text-align: right;">LRS use only</p> <p>Statement of Compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p>Date 16/03/2015</p> <p style="text-align: right;">LRS use only</p> <p>Plan Registered Time 6:31 PM Date 30/03/2015</p> <p style="text-align: right;">D. Popec Assistant Registrar of Titles</p>
E-1	DRAINAGE & SEWERAGE PIPELINE AND ANCILLARY PURPOSES	2	LP133924 PS548366Y - SEC 136 WATER ACT 1989	LOTS ON LP133924 CENTRAL GIPPSLAND REGION WATER AUTHORITY	<div style="border: 1px solid black; padding: 2px; text-align: center;">Sheet 1 of 2 Sheets</div> <div style="border: 1px solid black; padding: 2px; text-align: center;">ORIGINAL SHEET SIZE A3</div>
E-2	DRAINAGE & SEWERAGE PIPELINE AND ANCILLARY PURPOSES	2	PC352803J PS548366Y - SEC 136 WATER ACT 1989	CITY OF TRARALGON & TRARALGON WATER BOARD CENTRAL GIPPSLAND REGION WATER AUTHORITY	
E-3	PIPELINE AND ANCILLARY PURPOSES	1-13	PS548366Y - SEC 136 WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER AUTHORITY	
E-4	PIPELINE OR ANCILLARY PURPOSES	SEE DIAG	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>			LICENSED SURVEYOR (PRINT) IAN GORDON KEITH SIGNATURE DIGITALLY SIGNED REF. <b>1300824</b> VERSION <b>4</b>		

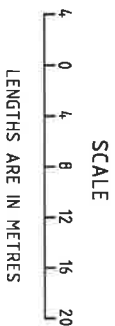
Signed by Council: Latrobe City Council, PP Ref: 2013/232, Cert Ref: 2014/47/CRT, Original Certification: 28/11/2014, S.O.C.: 12/03/2015



**Beveridge Williams**  
development & environment consultants

Traralgon ph : 03 5176 0374

www.beveridgewilliams.com.au

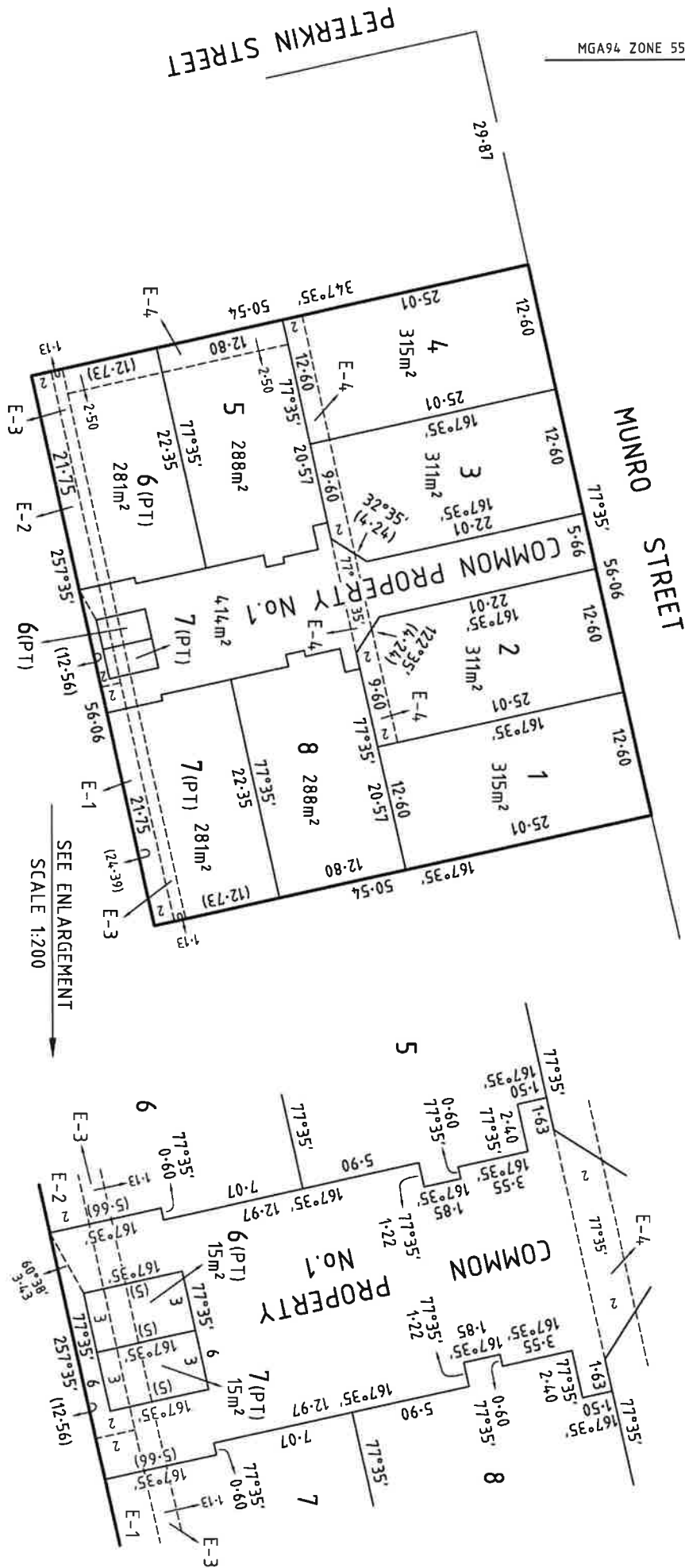


ORIGINAL  
SCALE 1:4.00  
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) IAN GORDON KEITH  
SIGNATURE DIGITALLY SIGNED  
REF: 1300824  
VERSION 4

ORIGINAL SHEET SIZE A3

Sheet 2






**Plan of Subdivision PS714306U**  
**Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S054351T  
Plan Number: PS714306U  
Responsible Authority Name: Latrobe City Council  
Responsible Authority Permit Ref. No.: 2013/232  
Responsible Authority Certification Ref. No.: 2014/47/CRT  
Surveyor's Plan Version: 4

**Certification**

 This plan is certified under section 6 of the Subdivision Act 1988

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

- ☐ Has been made and the requirement has not been satisfied at Certification
- ☒ Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 12/03/2015)

Digitally signed by Council Delegate: Joel Templar  
Organisation: Latrobe City Council  
Date: 28/11/2014

Signed by: Joel Templar (Latrobe City Council) 28/11/2014



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**Application by a Responsible Authority for the  
making of a Recording of an Agreement**  
Section 181 Planning and Environment Act 1987

**AL663047F**

05/02/2015 \$116.50 173



maintaining publicly searchable  
registers and indexes.

Lodged by:

Name: McDonough & Co.  
Phone: (03) 5176 1000  
Address: DX 84411 Traralgon  
Reference: PMD:TMQ:28371  
Customer Code: 2296M

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 10999 Folio 275

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

Latrobe City Council of 141 Commercial Road, Morwell, Victoria, 3844

Section and Act under which agreement made:

Section 173

A copy of the agreement is attached to this Application.

Date: 3<sup>rd</sup> February 2015

Signature for Responsible Authority:

*Lauren Setches*

Name of Officer:

*Lauren Denise Setches*

*(full name)*



THIS AGREEMENT is made the 3<sup>rd</sup> day of February 2015

## PARTIES

1. LATROBE CITY COUNCIL of 141 Commercial Road, Morwell, Victoria ("Council").
2. PARK LANE ESTATE PTY LTD (ACN 103 674 853) of 59 Temple Street, Heyfield, Victoria ("Owner")

## RECITALS

- A. The Owner is the registered proprietor of the Subject Land.
- B. Council is the Responsible Authority for the administration and enforcement of the Scheme pursuant to the Act.
- C. Section 173 of the Act permits a Responsible Authority in its own behalf or jointly with any other person or bodies to enter into an agreement under seal not inconsistent with the Act or the Planning Scheme and which regulates the use or the development of the land or the doing of acts on the land;
- D. The Council has granted the Owner the Planning Permit which Permit allowed certain development on or with the Subject 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 Subject 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 12-14 Munro Street, Traralgon, 3844 being the land referred to in Certificate of Title Volume 10999 Folio 275 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 Subject Land or any part of it and includes a Mortgagee in possession;

**AL663047F**



**"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 2013/232 issued to the Owner by the Council, as amended from time to time;

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

#### 2.1.1 Shared Crossover

- (a) the shared vehicle crossings and shared vehicle accessways shall be constructed to the standard as required by the Council and that the Owners of Lots 1, 2, 3 and 4 on the said subdivision shall:
- each have the right to use the appropriate vehicle accessway and crossing;
  - pay the cost and share the responsibility of cleaning, maintaining, repairing and replacing the vehicle crossing and accessway that accesses their respective Lot in accordance with the attached Driveway Crossover Detail Plan;
  - endeavour not to cause undue damage to the vehicle crossing and driveway; and
  - All costs relating to the maintenance of the shared vehicle accessway and crossing will be apportioned equally between the respective parties that utilise the accessway and crossing.
- (b) The areas of the shared vehicle crossing and driveway, on the attached plan, are to be maintained to a reasonable standard taking into account the volume of use and type of vehicle using the crossing and driveway.
- (c) If any owner considers that repairs or maintenance are required to the shared accessway and crossing then:
- That Owner will give notice to the other Owners;
  - The other Owners shall give reasonable consideration to the request;
  - The owners shall within fourteen (14) days discuss the proposal and endeavour to reach agreement on:
    - Whether works are required;
    - The extent of the works;
    - How to proceed with the works;

- iv. Arrange a costing;
- v. Engage a contractor; and
- vi. Arrange payment of the contractor;

d. All owners shall act in good faith.

#### 2.1.2 Compliance with Permit

- (a) the Subject Land must be developed in accordance with Planning Permit 2013/232 issued by the Council (including any subsequent amendments) to the satisfaction of the Responsible Authority.

### 2.2 Notice

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

### 2.3 Compliance

The Owner covenants to:

- (a) comply with the requirements of all statutory authorities in relation to the development of the Subject Land;
- (b) comply with all statutes, regulations, local laws and planning controls in relation to the Subject 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 Subject 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 Subject 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 Subject 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 Subject 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 Subject 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 Subject 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 Subject Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

# **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.

1.2 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

**AL663047F**

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such provision, the dispute shall be referred to the Tribunal in accordance with the Act.

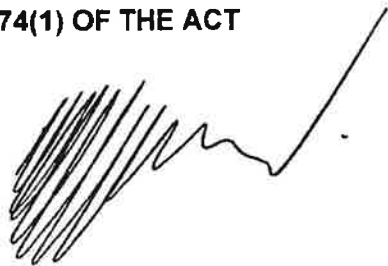
11.3 The parties shall be entitled to legal representation for the purposes of any arbitration or referred to in clauses 11.1 and 11.2 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

## 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 Subject Land or relating to any use or development of the Subject Land.

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

SIGNED for and on behalf of )  
LATROBE CITY COUNCIL by )  
\_\_\_\_\_ pursuant to Instrument )  
of Delegation dated 3rd February 2015 )  
in the presence of: )



Acting Chief Executive Officer



 Witness

EXECUTED by PARK LANE ESTATE )  
PTY LTD (ACN 103 674 853) in )  
accordance with S27 of the Corporations )  
Act by being signed by the person )  
authorised to sign for the company:

**AL663047F**

05/02/2015 \$116.50 173  


  
..... Director  
JASON KENNETH BOSSE  
10 Collins Street, Traralgon 3844

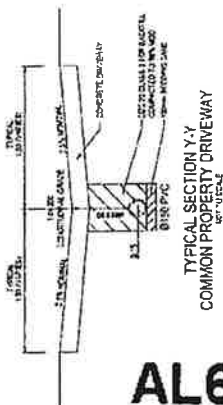
  
..... Director  
MAX JOHN O'CONNOR  
10 Alexandra Avenue, Traralgon 3844

- [illegible]

## NOTES FOR DRAWING APPROVED CONTRACTOR

TABLE 1. **Summary of the Study**

Section	Summary of the Study
1. <b>Introduction</b>	Discusses the importance of understanding the relationship between the environment and human health, and the need for a comprehensive approach to environmental health research.
2. <b>Methods</b>	Describes the study design, including the selection of participants, the data collection methods, and the statistical analysis used.
3. <b>Results</b>	Presents the findings of the study, including the prevalence of environmental health problems, the factors associated with these problems, and the impact of environmental factors on human health.
4. <b>Discussion</b>	Discusses the implications of the findings for public health practice and policy, and the need for further research in this area.
5. <b>Conclusion</b>	Summarizes the main findings of the study and the conclusions drawn from the research.

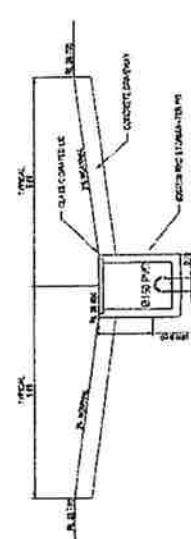
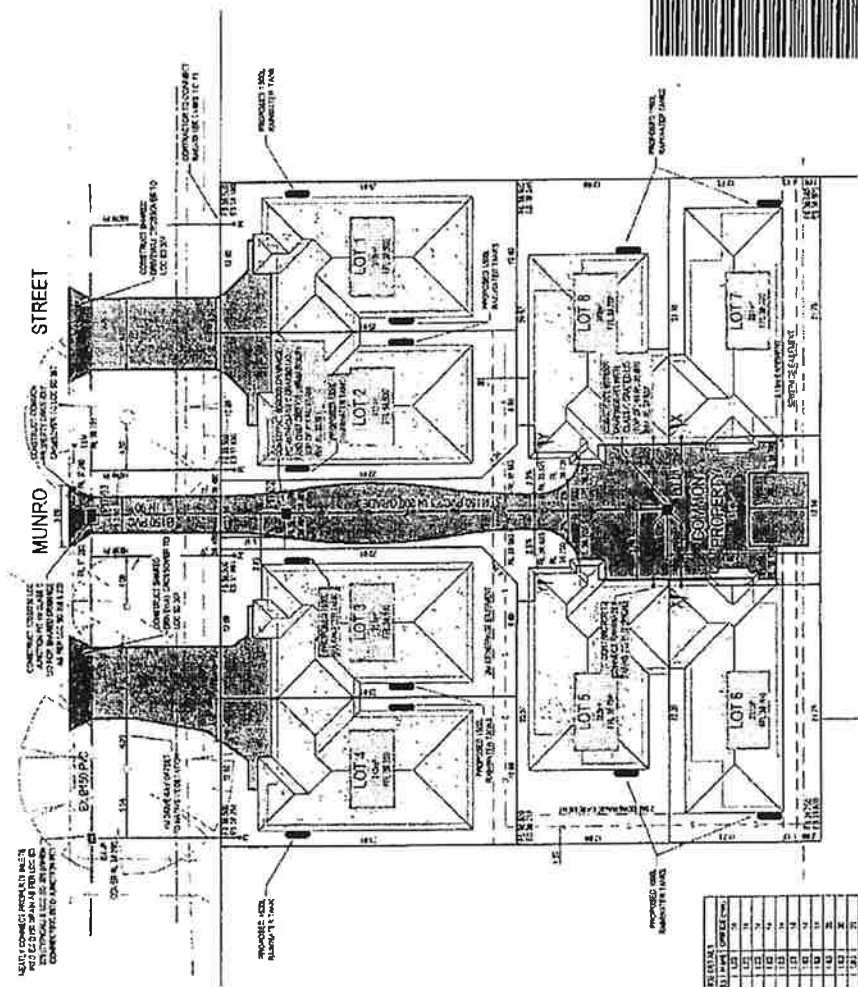


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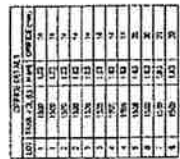
05/02/2015	\$116.50	173
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FOR CONSTRUCTION



TYPICAL SECTION X-X  
PIT 1 - COMMON PROPERTY



HEAD HUNG • HEARD OF THEM, BUT  
DIDN'T KNOW WHAT THEY WERE

54-10816-2

— WATER OF CRYSTALLIZATION —



THESE BUS LOCATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

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ENTER THE NEW WORLD OF  
CASH AND CREDIT

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✓



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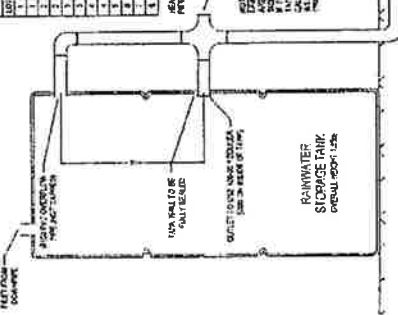
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**Univariate**



DETENTION SYSTEM SCHEMATIC

2007 10 10


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**BW**

**Beveridge Williams**  
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www.beveridge-williams.co.uk

12-14 MUNRO STREET, TRARALGON  
JASON BOSSE  
LATROBE CITY COUNCIL  
SITE DRAINAGE PLAN  
PLANNING PERMIT 2013/232

1-237 ATA SIZE	1300824 Q1 R 100 C2
	



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 19/02/2025 10:22:44 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS714306U**

The land in PS714306U is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 5 - 8.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

ACE BODY CORPORATE MANAGEMENT(TRARALGON) 5 BENNETTS ROAD MORNINGTON VIC 3931

AY567031U 07/11/2024

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

OC025532A 30/03/2015

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 5	25	25
Lot 6	25	25
Lot 7	25	25
Lot 8	25	25
<b>Total</b>	<b>100.00</b>	<b>100.00</b>





# Department of Environment, Land, Water & Planning

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## Owners Corporation Search Report

Produced: 19/02/2025 10:22:44 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS714306U**

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



55 Hazelwood Rd  
PO Box 348  
Traralgon Vic 3844

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

## INFORMATION STATEMENT

Email: [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au)  
[www.gippswater.com.au](http://www.gippswater.com.au)  
ABN : 75 830 750 413

19 February 2025

**Your Reference :**  
**Our Reference:**

75892864-029-6  
00215860-07

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:** 6 12-14 Munro St Traralgon Vic 3844  
**Information Statement No:** 163195

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](mailto:infostats@gippswater.com.au).

Online updates are available, please visit our website [www.gippswater.com.au](http://www.gippswater.com.au) to register for our Solicitor Updates Online service.

Yours sincerely

Nigel Gerreyn  
**MANAGER PROPERTY SERVICES**

**Section 158 Statement***(Water Act 1989)*

<b>Date of Issue:</b>	19/02/2025	<b>Your Reference :</b>	75892864-029-6
<b>Information Statement No:</b>	163195	<b>Our Reference:</b>	00215860-07
<b>Property Address:</b>	6 12-14 Munro St Traralgon Vic 3844		
<b>Property Details:</b>	Lot 5 Plan PS714306		
<b>Settlement Date:</b>	28/02/2025		

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

- ⇒ This property is serviced by a shared water supply. Gippsland Water has no powers within the Owners Corporation and no control over, or responsibility for internal common water supply pipes. Therefore, maintenance of a common water service is the responsibility of the Owners Corporation or the joint responsibility of the property owners where no Owners Corporation exists.
- ⇒ This property is serviced by a combined sewer drain. Gippsland Water has no powers within an Owners Corporation and no control over, or responsibility for internal common sewer drains. Therefore, maintenance of a common sewer drain is the responsibility of the Owners Corporation or the joint responsibility of the property owners where no Owners Corporation exists.
- ⇒ 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.

**Financial Statement**

**Date of Issue:** 19/02/2025 **Your Reference :** 75892864-029-6  
**Information Statement No:** 163195 **Our Reference:** 00215860-07

**Property Address:** 6 12-14 Munro St Traralgon Vic 3844  
**Property Details:** Lot 5 Plan PS714306  
**Settlement Date:** 28/02/2025

**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 Nov to 28 Feb

**Financial Information:**

Brought Forward Balance	-190.42
Sewer Scheme Charges	0.00

**Adjustable Charges:**

Water Service Charges	63.66
Wastewater Service Charges	292.52
Fire Service Charges	0.00
Commercial Trade Waste Charges	0.00

**Non Adjustable Charges:**

Wastewater Volumetric Charges	0.00
Notional / Usage Charges	40.84
Miscellaneous / Adjustments / Credits	-320.00

---

**Total Outstanding** **-113.40 CR**

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(Please note: CR denotes a credit)



**Bill Code: 3475**  
**REF: 3680 0000 2158 6007 9**  
Pay by savings or credit card

Gippsland Water Authorised Officer:



Date: 19 February 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>



## 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.

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](mailto: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](http://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](http://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](mailto:contactus@gippswater.com.au) or call us on 1800 050 500.



## Gippsland Water Asset Plan

**6 12-14 Munro St Traralgon**  
**Information Statement No: 163195**  
**Date Issued: 19/02/2025**



### 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 infomation. Any persons using this information should make their own site investigation and accommodate their works accordingly.



# Property Clearance Certificate

## Land Tax



INFOTRACK / HILLTOP CONVEYANCING SERVICES

**Your Reference:** 25066  
**Certificate No:** 84927155  
**Issue Date:** 19 FEB 2025  
**Enquiries:** ESYSPROD

**Land Address:** UNIT 6, 12 -14 MUNRO STREET TRARALGON VIC 3844

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42004238	5	714306	11561	520	\$0.00

**Vendor:** SHARON MILLER  
**Purchaser:** NOT KNOWN NOT KNOWN

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS SHARON ANN MILLER	2025	\$140,000	\$0.00	\$0.00

**Comments:** Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$445,000
-------------------------------	-----------

SITE VALUE (SV):	\$140,000
------------------	-----------

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
--	--------

# Notes to Certificate - Land Tax

Certificate No: 84927155

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$140,000

Calculated as \$975 plus ( \$140,000 - \$100,000) multiplied by 0.000 cents.

### VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,450.00

Taxable Value = \$445,000

Calculated as \$445,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 84927155

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 84927155

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)



DATED

2025

**SHARON ANN MILLER**

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**VENDOR STATEMENT**

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**Property: Unit 6, 12-14 Munro Street, Traralgon VIC 3844**

Hilltop Conveyancing Services  
Licensed Conveyancer  
14B Hotham Street  
TRARALGON VIC 3844

Tel: 03 5175 0773

Ref: GM:25066

