# ANNE-MAREE SILVESTER, SUSAN MAREE MARKHAM and KENNETH MARKHAM as Executors for the Estate of the late SHIRLEY JOYCE LITTLE

### **VENDOR'S STATEMENT**

Property

52 Hammersmith Circuit, Traralgon VIC 3844

TREVOR YONG & ASSOCIATES PTY LTD
Solicitors
154 Commercial Road
YARRAM VIC 3971

Tel: 03 5182 5555 Email: office@trevoryong.com.au Ref: THY.EJP 2024161

### VENDOR'S STATEMENT PURSUANT TO 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.

**VENDOR** 

ANNE-MAREE SILVESTER, SUSAN MAREE MARKHAM and KENNETH MARKHAM as Executors for the Estate of the late SHIRLEY JOYCE LITTLE

**PROPERTY** 

52 Hammersmith Circuit, Traralgon VIC 3844

### 1. FINANCIAL MATTERS

- 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them):
  - (a) The statutory authorities are:

### Authority

Latrobe City Council - annually 1 July to 30 June each year by instalments

Gippsland Water - four monthly 1 July, 1 November and 1 March in every year

- (b) The total amount of outgoings does not exceed \$3,400.00.(excludes water usage)
- (c) 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 of, are as follows:
  - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
  - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- 1.2 **Particulars of any Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge.

Nil.

### 1.3 Terms Contract

This section 1.3 only applies if the 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, particulars are as follows:

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 to the receipt of rents and profits, are as follows:

Nil.

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

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

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

### 3.2 Road Access

There is access to the property by road.

### 3.3 Designated Bushfire Prone Area

The land is not in a bushfire prone area under section 192A of the Building Act 1993.

### 3.4 Planning Scheme

The required specified information is as follows:

(a) Name of planning scheme: Latrobe Planning Scheme

(b) Name of responsible authority: Latrobe City Council

(c) Zoning of the land: General Residential Zone and Schedule 3 - GRZ3

(d) Name of any planning overlay: Nil

### 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 as follows:

Nil.

### 4.2 Agricultural Chemicals

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

Nil.

### 4.3 Compulsory Acquisition

The particulars of any notice of intention to acquire served under section 6 of the Land Acquisition and Compensation Act 1986 are as follows:

Nil.

### 5. BUILDING PERMITS

No building permits have been issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land).

### 6. OWNERS CORPORATION

The land is not affected by an Owners Corporation within the meaning 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*.

### 7.1 Work-in-Kind Agreement

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

### 7.2 GAIC Recording

The land is not affected by the GAIC.

### 8. SERVICES

The following services are **not** connected to the land:

### (a) telephone services – available

The Vendor reserves the right to have any of the connected services disconnected at or prior to settlement. Any reconnection fees payable will be the Purchaser's responsibility.

### 9. TITLE

Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a "diagram location" in the Statement that identifies the land and its location.

### Certificate of Title Volume 11629 Folio 506

### 10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

### 11. 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 the 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.

The vendor makes this statement in respect of the land in accordance with section 32 of the Sale of

Land Act 1962.

Date of this Statement:	20 / 06 / 2024
Signatures of the vendor:	Anne-Maree Silvester as Executor for the Estate of the late Shirley Joyce Little
	Smalle
	Susan Maree Markham as Executor for the Estate of the late Shirley Joyce Little
	K. Markham
	Kenneth Markham as Executor for the Estate of the late Shirley Joyce Little
The purchaser acknowledges be attached documents before the	eing given a duplicate of this statement signed by the vendor with the purchaser signed any contract.
Date of this Acknowledgment:	//
Signature of the purchaser:	

### **GST WITHHOLDING NOTICE**

Purchaser	must make a GST Withholding Payment:	⊠ No	☐ Yes				
	value a Go I withinstanig I ayinone.	Z	(if yes, details)	vendor	must	provide	further
Vendor:	Vendor: Estate of the Late Shirley Joyce Little						
Purchaser:		the contract date, the vendor must provide all these details in a separate notice within 14 days of the					
Property:	52 Hammersmith Circuit TRARALGON VIC 3844	contract da	ite.				
	GST Withhold	ling Payment	Details				
Free GS7	quently the supplier will be the vendor. However, som $\Gamma$ , for example, if the vendor is part of a GST group of	netimes further	information w	ill be requi enture.	red as to v	which entity	is liable fo
Supplier's 1	Name:						
Supplier's .	ABN:						
Supplier's 1	Business Address:						
Supplier's 1	Email Address:						
Supplier's 1	Phone Number:						
Supplier's 1	proportion of the GST Withholding Payme	ent:					
Ifm	ore than one supplier, provide the above details for ea	ach supplier.					
Amount pu	archaser must pay – price multiplied by the	e GST withh	olding rate	: \$			
Amount m	ust be paid:   at completion   at anot	her time (spec	cify):				
	ne consideration not expressed as an amou yes", the GST inclusive market value of the	-		_	] Yes \$		
Other detai	ils (including those required by regulation	or the ATO	forms):				

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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 11629 FOLIO 506

Security no : 124115770514N Produced 13/06/2024 11:04 AM

### LAND DESCRIPTION

Lot 294 on Plan of Subdivision 644115Q. PARENT TITLE Volume 11394 Folio 992 Created by instrument PS644115Q 28/01/2016

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

SUSAN MAREE MARKHAM of 1465 TRARALGON-MAFFRA ROAD GLENGARRY NORTH VIC 3854 ANNE-MAREE LOUISE SILVESTER of 580 MERRIMANS CREEK ROAD GORMANDALE VIC 3873 KENNETH MARKHAM of 1465 TRARALGON-MAFFRA ROAD GLENGARRY NORTH VIC 3854 Executor(s) of SHIRLEY JOYCE LITTLE deceased AX496199F 28/11/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS644115Q 28/01/2016

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987 AK702752D 07/11/2013

DIAGRAM LOCATION

SEE PS644115Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NTT.

-----END OF REGISTER SEARCH STATEMENT-----END OF REGISTER SEARCH

Additional information: (not part of the Register Search Statement)

Street Address: 52 HAMMERSMITH CIRCUIT TRARALGON VIC 3844

ADMINISTRATIVE NOTICES

eCT Control 18352Q TREVOR YONG & ASSOCIATES PTY. LTD. Effective from 28/11/2023

DOCUMENT END

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Signed by Council: Latrobe City Council, Council Ref: 05222/G, 2013/43/CRT3, Original Certification: 23/09/2014, Recertification: 14/08/2015, S.O.C.: 18/12/2015 PLAN OF SUBDIVISION PS644115Q **EDITION 1 LOCATION OF LAND** COUNCIL NAME: LATROBE CITY COUNCIL PARISH: **TRARALGON TOWNSHIP:** SECTION: **A8(PT) & PART OF CROWN PRE-EMPTIVE** CROWN ALLOTMENT: SECTION A **CROWN PORTION:** TITLE REFERENCE: VOL. 11394 FOL. 992 LAST PLAN REFERENCE: PS700409M (LOT P) **POSTAL ADDRESS: HAMMERSMITH CIRCUIT** (at time of subdivision) **TRARALGON VIC 3844** MGA CO-ORDINATES: F: 461 000 70NF: 55 (of approx centre of land in plan) N: 5773 950 **GDA 94 VESTING OF ROADS AND/OR RESERVES NOTATIONS** IDENTIFIER COUNCIL/BODY/PERSON LOT NUMBERS A TO P, 1 TO 95 INCLUSIVE, 101 TO 125 INCLUSIVE, 131 TO 146 INCLUSIVE AND 150 TO 289 INCLUSVE HAVE BEEN OMITTED FROM THIS PLAN. ROAD R1 LATROBE CITY COUNCIL RESERVE No.1 SPI ELECTRICITY PTY LTD **RESERVE No.2** LATROBE CITY COUNCIL EASEMENT NUMBERS E-10, E-11, E-13, E-15, E-16, E-20, E-23, E-26, E-29 & E-30 **RESERVE No.3** CENTRAL GIPPSLAND REGION WATER CORPORATION HAVE BEEN OMITTED FROM THIS PLAN. ADDITIONAL PURPOSE OF PLAN **NOTATIONS** TO REMOVE PART OF EASEMENTS E-13, E-17, E-21 & E-24. **DEPTH LIMITATION: DOES NOT APPLY** GROUNDS FOR REMOVAL SURVEY: REMOVED BY DIRECTION FROM LATROBE CITY COUNCIL PERMIT No. 05222/H This plan is based on survey. This is not a staged subdivision. FOR RESTRICTIONS AFFECTING LOTS 96 - 100 INCLUSIVE, 126 - 130 INCLUSIVE, Planning Permit No.05222/H 147 - 149 INCLUSIVE & 290 - 296 INCLUSIVE SEE SHEET 8. This survey has been connected to permanent marks No(s). 443 In Proclaimed Survey Area No. ---**EASEMENT INFORMATION** LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) Easement Width Land Benefited/In Favour Of Purpose Origin Reference (Metres) **SEE SHEET 2** ORIGINAL SHEET SURVEYORS FILE REF: 1500469-11 SHEET 1 OF 8 Beveridge Williams SIZE: A3 PLAN REGISTERED development & environment consultants TIME: 9:43am DATE: 28/01/16 Traralgon ph: 03 5176 0374 LICENSED SURVEYOR: PIETER BRUCE VROEGOP **VERSION 6** 

### PS644115Q

		Easem	ent Information	
Legend: E	- Encumbering Easement or	Condition in	n Crown Grant in the Na	ture of an Easement
Α	- Appurtenant Easement	R – End	umbering Easement (Road	1)
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-4, E-6, E-7, E-25, E-28	SEWERAGE	SEE DIAG.	A940200	LATROBE VALLEY WATER AND SEWERAGE BOARD
E-2, E-5 E-6,E-7,E-19	PIPELINE OR ANCILLARY PURPOSES	SEE DIAG.	PS546354S - SEC 136 OF WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER AUTHORITY
E-2, E-3 E-4, E-5 E-7,E-9	DRAINAGE	SEE DIAG.	PS546354S	LATROBE CITY COUNCIL
E-18, E-19, E-32				
E-8	DRAINAGE	3	PS603052U	LATROBE CITY COUNCIL
E-8, E-9	PIPELINE OR ANCILLARY PURPOSES	3	PS603052U - SEC 136 OF WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER AUTHORITY
E-12	DRAINAGE	SEE DIAG.	PS603056L	LATROBE CITY COUNCIL
	PIPELINE AND ANCILLARY PURPOSES	SEE DIAG.	PS603056L - SEC 136 OF WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-14	DRAINAGE PIPELINE AND ANCILLARY PURPOSES	SEE DIAG. SEE DIAG.	PS613424B PS613424B - SEC 136 OF WATER ACT 1989	LATROBE CITY COUNCIL CENTRAL GIPPSLAND REGION WATER CORPORATION
E-17, E-18, E-19	DRAINAGE	SEE DIAG.	PS614938M	LATROBE CITY COUNCIL
E-21	DRAINAGE	SEE DIAG.	PS614947L	LATROBE CITY COUNCIL
	PIPELINE AND ANCILLARY PURPOSES	SEE DIAG.	PS614947L - SEC 136 OF WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-22	DRAINAGE	SEE DIAG.	PS614947L	LATROBE CITY COUNCIL
E-24, E-25	DRAINAGE	SEE DIAG.	PS619481F	LATROBE CITY COUNCIL
	PIPELINE AND ANCILLARY PURPOSES	SEE DIAG.	PS619481F - SEC 136 OF WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-27, E-28	PIPELINE AND ANCILLARY PURPOSES	SEE DIAG.	PS619481F - SEC 136 OF WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-31, E-32	PIPELINE AND ANCILLARY PURPOSES	SEE DIAG.	PS700409M - SEC 136 OF WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-33	DRAINAGE	3	THIS PLAN	LATROBE CITY COUNCIL

B	Beveridge Williams development & environment consultants
	Traralgon ph : 03 5176 0374

SURVEYORS REF	
1500469-11	

ORIGINAL SHEET SIZE: A3

SHEET 2

LICENSED SURVEYOR: PIETER BRUCE VROEGOP VERSION 6

Signed by: PIETER BRUGE VROEGOP (Beveridge Williams & Co Pty Ltd - Traralgon) Surveyor's Plan Version (6) SPEAR Ref: S038979V 13/08/2015

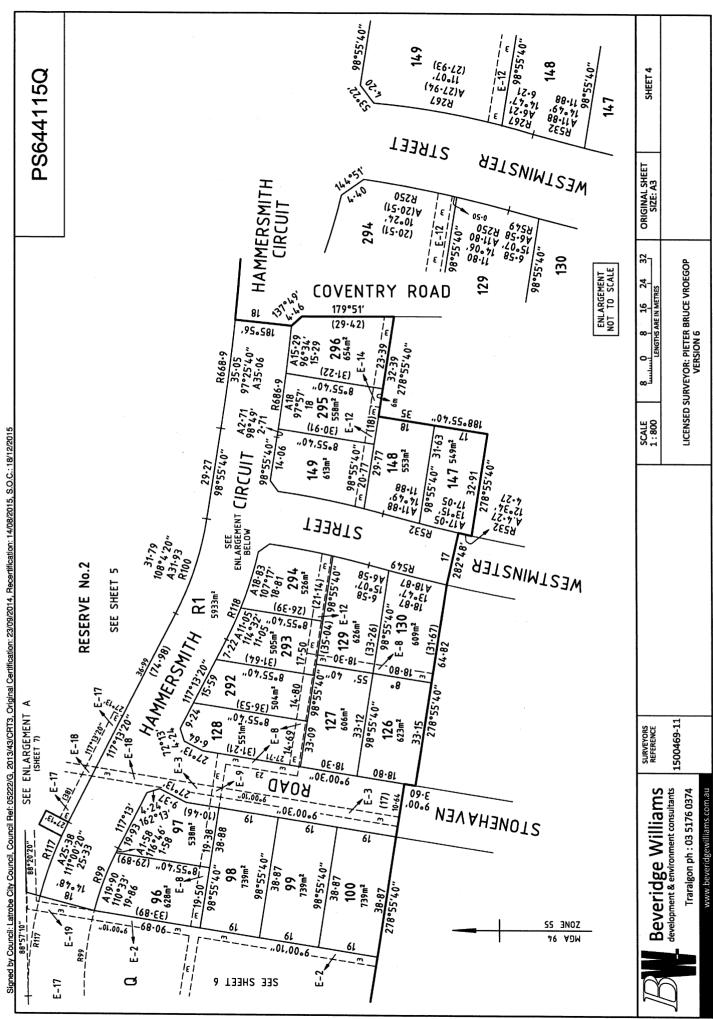
500469-11

Beveridge Williams development & environment consultants

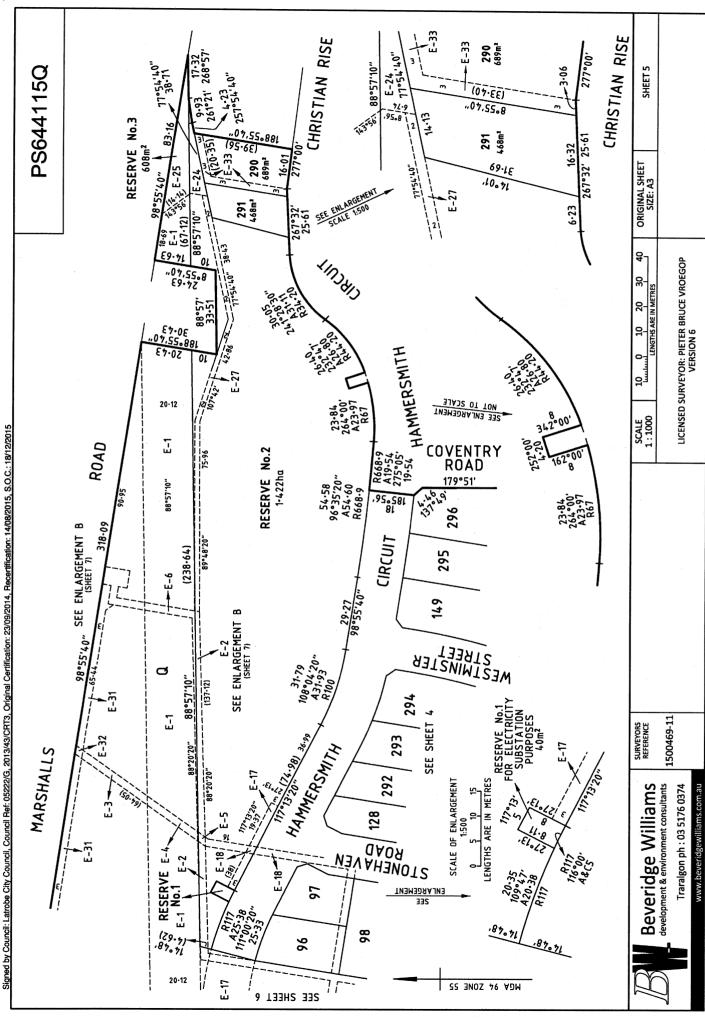
Traralgon ph: 03 5176 0374 www.beveridgewilliams.com.au

SHEET 3

LICENSED SURVEYOR: PIETER BRUCE VROEGOP VERSION 6



Signed by: PIETER BRUCE VROEGOP (Beveridge Williams & Co Pty Ltd - Traralgon) Surveyor's Plan Version (6) SPEAR Ref: S038979V 13/08/2015



Signed by: PIETER BRUCE VROEGOP (Beveridge Williams & Co Pty Ltd - Traralgon) Surveyor's Plan Version (6) SPEAR Ref: S038979V 13/08/2015

Signed by: PIETER BRUCE VROEGOP (Beveridge Williams & Co Pty Ltd - Traralgon) Surveyor's Plan Version (6) SPEAR Ref: S038979V 13/08/2015

PS644115Q

Signed by Council: Latrobe City Council, Council Ref: 05222/G, 2013/43/CRT3, Original Certification: 23/09/2014, Recertification: 14/08/2015, S.O.C.: 18/12/2015

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1500469-11

Traralgon ph: 03 5176 0374

PS644115Q

### CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

DESCRIPTION OF RESTRICTION

THE LAND IS BURDENED AND BENEFITED IN ACCORDANCE WITH THE TABLE OF BURDENED AND BENEFITED LAND

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
96	97, 98, 99, 100, 126, 127, 128, 129, 130, 147, 148, 149, 290, 291, 292, 293, 294, 295, 296
97	96, 98, 99, 100, 126, 127, 128, 129, 130, 147, 148, 149, 290, 291, 292, 293, 294, 295, 296
98	96, 97, 99, 100, 126, 127, 128, 129, 130, 147, 148, 149, 290, 291, 292, 293, 294, 295, 296
99	96, 97, 98, 100, 126, 127, 128, 129, 130, 147, 148, 149, 290, 291, 292, 293, 294, 295, 296
100	96, 97, 98, 99, 126, 127, 128, 129, 130, 147, 148, 149, 290, 291, 292, 293, 294, 295, 296
126	96, 97, 98, 99, 100, 127, 128, 129, 130, 147, 148, 149, 290, 291, 292, 293, 294, 295, 296
127	96, 97, 98, 99, 100, 126, 128, 129, 130, 147, 148, 149, 290, 291, 292, 293, 294, 295, 296
128	96, 97, 98, 99, 100, 126, 127, 129, 130, 147, 148, 149, 290, 291, 292, 293, 294, 295, 296
129	96, 97, 98, 99, 100, 126, 127, 128, 130, 147, 148, 149, 290, 291, 292, 293, 294, 295, 296
130	96, 97, 98, 99, 100, 126, 127, 128, 129, 147, 148, 149, 290, 291, 292, 293, 294, 295, 296
147	96, 97, 98, 99, 100, 126, 127, 128, 129, 130, 148, 149, 290, 291, 292, 293, 294, 295, 296
148	96, 97, 98, 99, 100, 126, 127, 128, 129, 130, 147, 149, 290, 291, 292, 293, 294, 295, 296
149	96, 97, 98, 99, 100, 126, 127, 128, 129, 130, 147, 148, 290, 291, 292, 293, 294, 295, 296
290	96, 97, 98, 99, 100, 126, 127, 128, 129, 130, 147, 148, 149, 291, 292, 293, 294, 295, 296
291	96, 97, 98, 99, 100, 126, 127, 128, 129, 130, 147, 148, 149, 290, 292, 293, 294, 295, 296
292	96, 97, 98, 99, 100, 126, 127, 128, 129, 130, 147, 148, 149, 290, 291, 293, 294, 295, 296
293	96, 97, 98, 99, 100, 126, 127, 128, 129, 130, 147, 148, 149, 290, 291, 292, 294, 295, 296
294	96, 97, 98, 99, 100, 126, 127, 128, 129, 130, 147, 148, 149, 290, 291, 292, 293, 295, 296
295	96, 97, 98, 99, 100, 126, 127, 128, 129, 130, 147, 148, 149, 290, 291, 292, 293, 294, 296
296	96, 97, 98, 99, 100, 126, 127, 128, 129, 130, 147, 148, 149, 290, 291, 292, 293, 294, 295

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN SHALL NOT BUILD, CONSTRUCT OR ERECT OR PERMIT OR CAUSE TO BE BUILT, CONSTRUCTED OR ERECTED ON THE LOT:

- A) A DWELLING THE WALLS OF WHICH ARE CONSTRUCTED OF EXPOSED CONCRETE OR EXPOSED CONCRETE BLOCKS:
- B) A DWELLING THE WALLS OF WHICH ARE CONSTRUCTED OF:
  - i. LESS THAN 65% BRICK VENEER; OR
  - ii. LESS THAN 65% MASONARY/STONE;
- C) A DWELLING THE ROOF OF WHICH IS CONSTRUCTED OTHER THAN OF TILES, COLORBOND OR NON-REFLECTIVE STEEL DECK;
- D) BOUNDARY FENCES (BEING FENCES LOCATED ON AN EXTERNAL BOUNDARY) CONSTRUCTED OTHER THAN OF VERTICAL TREATED PINE WITH CAPPING AND FRONT FENCES IN EXCESS OF 1.2 METRES IN HEIGHT;
- E) A DWELLING MADE OF A 'KIT HOME' (OR CABIN TYPE STRUCTURE);
- F) A DWELLING OF A RELOCATABLE NATURE;
- G) A DWELLING OR ANY OUTBUILDING MADE FROM OR USING ANY MATERIALS OTHER THAN NEW; AND
- H) MORE THAN 1 DWELLING ON A LOT;

AND SHALL NOT SUBDIVIDE THE BURDENED LOT.

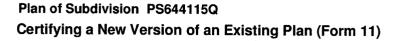


SURVEYORS REF 1500469-11

ORIGINAL SHEET SIZE: A3

SHEET 8

LICENSED SURVEYOR: PIETER BRUCE VROEGOP VERSION 6





SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S038979V

Plan Number: PS644115Q

Responsible Authority Name: Latrobe City Council Responsible Authority Reference Number 1: 05222/G Responsible Authority Reference Number 2: 2013/43/CRT3

Surveyor's Plan Version: 6

### Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 23/09/2014

### **Public Open Space**

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

Has been made and the requirement has been satisfied for: Stage 11 at Certification

Digitally signed by Council Delegate: Jody Riordan

Organisation:

Latrobe City Council

Date:

14/08/2015

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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

# AK702752D 07/11/2013 \$113 173

### **Form 18**

Lodged by:

Name:

MADDOCKS 9258 3555

Phone: Address:

Level 6, 140 William Street, Melbourne, Victoria, 3000

Ref:

KAL:KFL:BMS:6052918

**Customer Code:** 

1167E

The Responsible Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act* 1987 requires a recording to be made in the Register.

Land: Volume:11394 Folio:992

Responsible Authority: Latrobe City Council, 141 Commercial Road, Morwell 3840

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

A copy of the Agreement is attached to this Application

Date: 24 9 2013

Signature for Responsible Authority:

Name of officer:

Position held:

ADMINISTRATION OFFICER

Date 19/9/2013

Maddocks

AK702752D

07/11/2013

\$113

DX 259 Melbourne

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

**Latrobe City Council** and

Traralgon Land Company Pty Ltd ACN 112 253 666

### AK702752D



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# Agreement under section 173 of the Planning and Environment Act 1987

Dated 19/09/13

AK702752D

07/11/2013

**3113** 1

### **Parties**

Name

**Latrobe City Council** 

Address

141 Commercial Road, Morwell, Victoria

Short name

Council

Name

Traralgon Land Company Pty Ltd ACN 112 253 666

Address

Suite 23, 1 Ricketts Road, Mount Waverley, Victoria

Short name

Owner

### **Background**

- Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit. Council and the Owner have agreed to enter into this Agreement providing for the matters set out in conditions 9(e)(v) and 12(a) of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- E. The Parties enter into this Agreement:
  - E.1 to give effect to the Planning Permit; and
  - E.2 to record the terms of an agreement reached between the Parties in relation to the amount payable by the Owner for drainage headworks under clause 12(a) of the Planning Permit;
  - E.3 to record the terms of an agreement reached between the Parties whereby the Owner will provide a Security for the purchase by Council of land outside the Subject Land in lieu of the Owner's obligation under clause 9(e)(v) of the Planning Permit to retain drainage discharge in excess of capacity within the Subject Land; and
  - E.4 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

### Maddocks

### The Parties agree

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### 1. Definitions

In this Agreement unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

Agreement means this Agreement.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan forming part of the Planning Permit.

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

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

Party or Parties means the Parties to this Agreement.

Planning Permit means planning permit No. 05222/G, as amended from time to time, issued on 9 December 2005, authorising the staged subdivision of Park Lane, Traralgon and adjoining areas of land in accordance with the Endorsed Plan.

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

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

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

**Security** means the security which the Owner is required to provide under clause 4 of this Agreement.

Subject Land means the land situated at Park Lane, Traralgon being the land referred to in Certificate of Title Volume 11394 Folio 992 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

### 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

- a term used has its ordinary meaning unless that term is defined in this Agreement. If a term 2.5 is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act:
- a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or 2.6 amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- the Background forms part of this Agreement; 2.7
- the Owner's obligations take effect as separate and several covenants which are annexed to 2.8 and run at law and equity with the Subject Land; and
- any reference to a clause, page, condition, attachment or term is a reference to a clause, 2.9 page, condition, attachment or term of this Agreement.

### 3. Owner's cash contribution for drainage headworks

Prior to the issue of a Statement of Compliance for any Stage, the Owner must pay to Council the sum of \$91,810 as a contribution to the costs to be incurred by Council in the future for the retention and treatment of water discharged from the Subject Land. The payment must be made in full satisfaction of the Owner's obligation set out in clause 12(a) of the Planning Permit as a contribution to drainage headworks.

### Security

- 4.1 Provision of Security .
- Prior to the issue of a Statement of Compliance for any Stage, the Owner must 4.1.1 provide the Security for the sum of \$9,188 to Council.
- The Security is to be provided in lieu of the Owner's obligation under clause 9(e)(v) 4.1.2 of the Planning Permit to design an acceptable alternative drainage system utilising Water Sensitive Urban Design principles. To avoid any doubt, the Owner must still comply with the balance of its obligations under clause 9(e)(v) of the Planning Permit.

### 4.2 Form of Security

The Security must be in the form of a bank guarantee or cash. The guarantee:

- 4.2.1 must be in favour of Council:
- 4.2.2 must be unconditional, irrevocable and payable on demand;
- 4.2.3 must be issued by a bank approved by Council;
- 4.2.4 must not have an expiry date; and
- 4.2.5 must otherwise be in a form approved by Council.

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### 4.3 Recourse to the Security

Council will have recourse to the Security at any time to fund the purchase of land outside the Subject Land to be used for the retention and treatment of water discharged from the Subject Land.

### 4.4 Release of Security

If the cost of the land purchase referred to in clause 4.3 of this Agreement is less than the value of the Security, then after having recourse to the Security Council must reimburse to Traralgon Land Company Pty Ltd the difference between the cost of the land purchase (including all duties and other costs and expenses associated with the purchase) and the value of the Security.

### 5. GST

### 5.1 Definitions

In this clause:



- 5.1.1 words and expressions that are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- 5.1.2 GST Law has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999.

### 5.2 GST Exclusive

Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

### 5.3 Increase in Consideration

If GST is payable in respect of any supply made by a supplier under this Agreement (GST Amount), the recipient will pay to the supplier an amount equal to the GST payable on the supply.

### 5.4 Payment of GST

Subject to clause 5.5 the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

### 5.5 Tax Invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 5.4.

### 5.6 Reimbursements

If this Agreement requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- 5.6.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and
- 5.6.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.

### 5.7 Adjustment events

If an adjustment event occurs in relation to a taxable supply under this Agreement:

- 5.7.1 the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and
- any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

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### 6. Owner's further obligations

### 6.1 Notice and registration

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

### 6.2 Further actions

The Owner:

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

### 6.3 Council's costs to be paid

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

### 7. Agreement under section 173 of the Act

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

### 8. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

### 9. Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 9.1 give effect to this Agreement; and
- 9.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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### 10. General matters

### 10.1 Notices

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

- 10.1.1 personally on the person;
- 10.1.2 by leaving it at the person's current address for service;
- 10.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 10.1.4 by facsimile to the person's current number for service; or
- 10.1.5 by email to the person's current email address for service.

### 10.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

### 10.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

### 10.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

### 10.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

### 10.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

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### 11. Commencement of Agreement

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

### 12. Ending of Agreement

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

AK702752D

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### **Signing Page**

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

The Common Seal of the Latrobe City Council was hereto affixed this 19. day of September ... 2013 in the presence of:



Chief Executive Officer

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Executed by Traralgon Land Company Pty Ltd ACN 1/2 253 666 in accordance with section 107 (1) of the Corporations Act 2001:

MICHAEL BIVIANO

Signature of Sole Director and Sole Company Secretary

Print full name

### Mortgagee's Consent

National Australia Bank Limited as Mortgagee under Instrument of mortgage No. AG534079G consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



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Registrar of Titles Land Titles Office Marland House 570 Bourke Street MELBOURNE

### APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Registered Proprietor: Traralgon Land Company Pty Ltd ACN 112 253 666

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage numbered AG534079G hereby consents to the within Agreement.

EXECUTED by NATIONAL AUSTRALIA BANK
LIMITED by being signed sealed and delivered in
Victoria by its Attorney
STEVE JARVIS
SENIOR BUSINESS

who holds the position of Level 3 Attorney United Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page No 025 Item 35) in the presence of:

) Attorney 3/9/2013

Signature of Witness

### PROPERTY REPORT



From www.land.vic.gov.au at 13 June 2024 11:15 AM

### **PROPERTY DETAILS**

Address: **52 HAMMERSMITH CIRCUIT TRARALGON 3844** 

Lot and Plan Number: Lot 294 PS644115

Standard Parcel Identifier (SPI): 294\PS644115

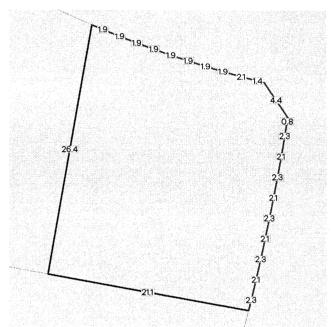
Local Government Area (Council): **LATROBE** www.latrobe.vic.gov.au

Council Property Number: 54402

Directory Reference: Vicroads 697 L3

### SITE DIMENSIONS

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



Area: 526 sq. m Perimeter: 91 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.

1 overlapping dimension label is not being displayed

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<u>Title and Property</u> Certificates

### UTILITIES

Rural Water Corporation: Southern Rural Water

Urban Water Corporation: Gippsland Water

Melbourne Water: **Outside drainage boundary** 

Power Distributor: **AUSNET** 

### STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA** 

Legislative Assembly: MORWELL

### **PLANNING INFORMATION**

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

The Planning Property Report for this property can found here - <u>Planning Property Report</u>

Planning Property Reports can be found via these two links

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

 $\textbf{Property and parcel search} \ \underline{\text{https://www.land.vic.gov.au/property-and-parcel-search}} \\$ 

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### **PROPERTY REPORT**



Area Map HAMMERSMITH CIRCUIT STONEHAVEN ROAD - 30 m Selected Property

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### PLANNING PROPERTY REPORT



### From www.planning.vic.gov.au at 13 June 2024 11:15 AM

### **PROPERTY DETAILS**

Address: **52 HAMMERSMITH CIRCUIT TRARALGON 3844** 

Lot and Plan Number: Lot 294 PS644115

Standard Parcel Identifier (SPI): 294\PS644115

Local Government Area (Council): LATROBE www.latrobe.vic.gov.au

Council Property Number:

54402

Planning Scheme: Latrobe

<u>Planning Scheme - Latrobe</u>

Directory Reference: Vicroads 697 L3

**UTILITIES** STATE ELECTORATES

Rural Water Corporation: **Southern Rural Water** Legislative Council: **EASTERN VICTORIA** 

Urban Water Corporation: Gippsland Water Legislative Assembly: MORWELL

Melbourne Water: Outside drainage boundary

Power Distributor: AUSNET OTHER

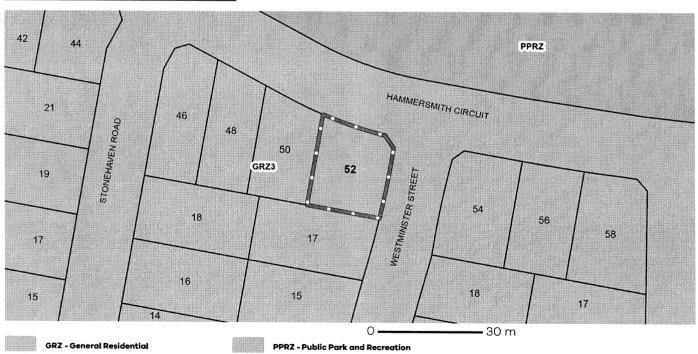
Registered Aboriginal Party: Gunaikurnai Land and Waters **Aboriginal Corporation** 

View location in VicPlan

### **Planning Zones**

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 3 (GRZ3)



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

### **Planning Overlays**

No planning overlay found

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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

### PLANNING PROPERTY REPORT



### **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 <a href="https://www.planning.vic.gov.au">https://www.planning.vic.gov.au</a>

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

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/vicplan

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

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### **PLANNING PROPERTY REPORT**

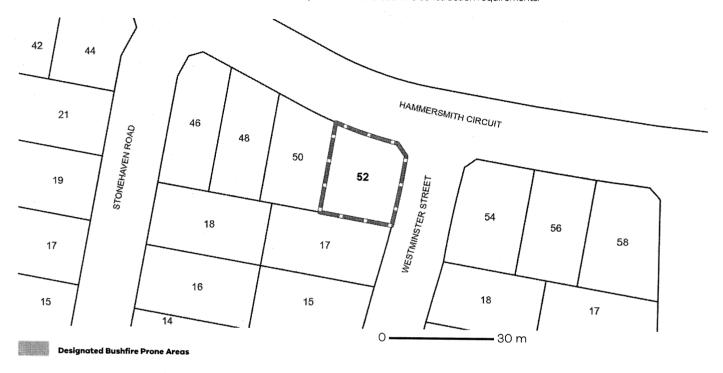


### **Designated Bushfire Prone Areas**

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

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

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



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

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

Create a BPA definition plan in  $\underline{\text{VicPlan}}$  to measure the BPA.

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

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 <a href="https://www.planning.vic.gov.au">https://www.planning.vic.gov.au</a>.

### **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 <u>Native Vegetation (Clause</u> 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 <a href="https://nvim.delwp.vic.gov.au/">https://nvim.delwp.vic.gov.au/</a> and <a href="https://nvim.delwp.vic.gov.au/">Native vegetation (environment.vic.gov.au/</a> 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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### 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 <a href="Due diligence checklist page on the Consumer Affairs Victoria website">Due diligence checklist page on the Consumer Affairs Victoria website</a> (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.