

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	12 DOOYORK CRESCENT, TRARALGON VIC 3844	
Vendor's name	Dale Andrew Burridge	Date 22/12/2022 / /
Vendor's signature	Signed by:  6A98E3BF433976E8	
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) ☒ Their total does not exceed: \$3,500.00
Plus Usage

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

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):

Not Applicable

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

Not Applicable

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

- ☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒ Available
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9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (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)

Registered Search Statement Vol 12300 Folio 183

Plan PS820398

Due Diligence Checklist

Building Permit

Occupancy Permit

Buliders Warranty Insurance

Non-GST withholding

Latrobe City Council Rates

Property Report

Property Planning Report

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 12300 FOLIO 183

Security no : 124102856697V
Produced 21/12/2022 04:27 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 820398T.
PARENT TITLE Volume 11854 Folio 200
Created by instrument PS820398T 28/04/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

DALE ANDREW BURRIDGE of 1 ANGUS ROAD TRARALGON VIC 3844
PS820398T 28/04/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU962695W 28/10/2021
PERPETUAL CORPORATE TRUST LTD

COVENANT AQ908064B 11/04/2018

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
AJ353375J 05/12/2011

AGREEMENT Section 173 Planning and Environment Act 1987
AK997704P 01/04/2014

AGREEMENT Section 173 Planning and Environment Act 1987
AS070933X 08/04/2019

DIAGRAM LOCATION

SEE PS820398T 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: 12 DOORYORK CRESCENT TRARALGON VIC 3844

ADMINISTRATIVE NOTICES

NIL

eCT Control 20486E GALILEE SOLICITORS PTY LTD
Effective from 28/10/2021

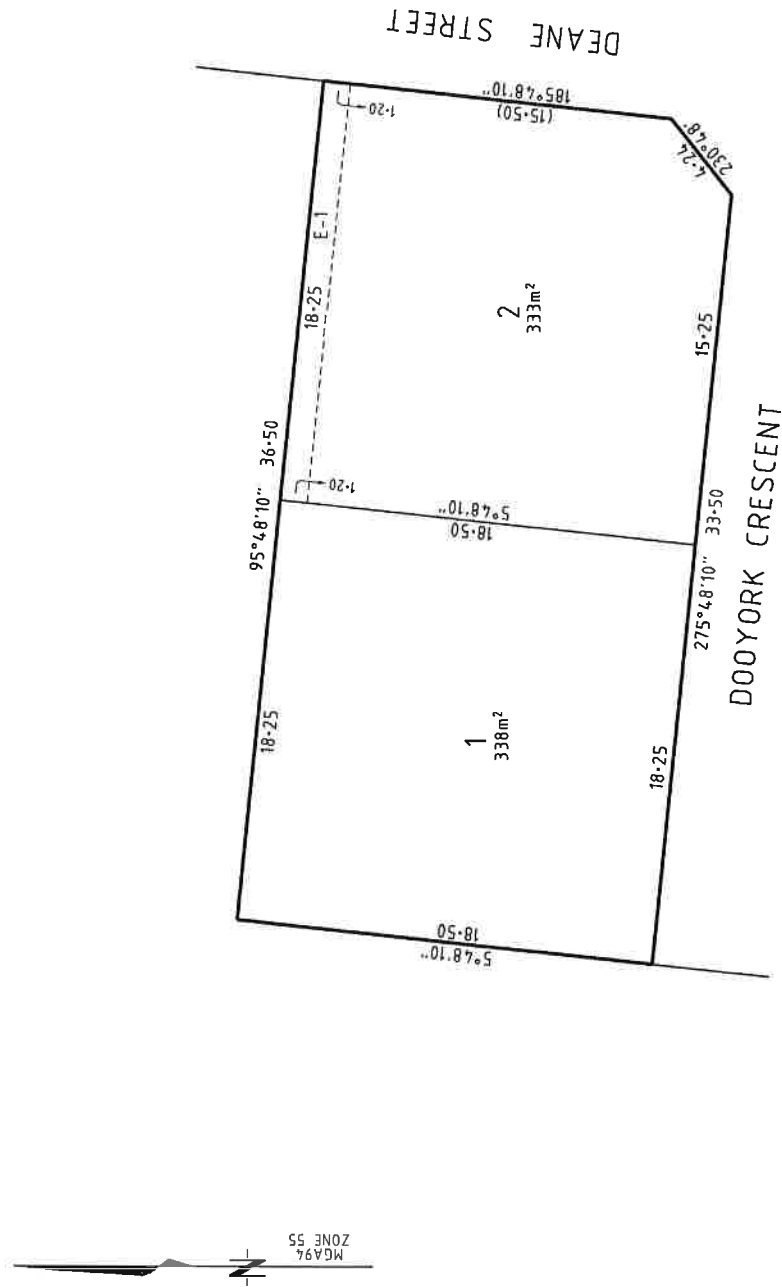
DOCUMENT END

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PLAN OF SUBDIVISION		EDITION 1		PS820398T	
LOCATION OF LAND PARISH: TRARALGON TOWNSHIP: — SECTION: — CROWN ALLOTMENT: 46(PT) CROWN PORTION: — TITLE REFERENCE: VOL. 11854 FOL. 200 LAST PLAN REFERENCE: PS728220C (LOT 56) POSTAL ADDRESS: 1 DEANE STREET, (at time of subdivision) TRARALGON, 3844 MGA CO-ORDINATES: E: 457 150 ZONE: 55 (of approx centre of land N: 5 770 850 GDA 94 in plan)			Council Name: Latrobe City Council Council Reference Number: 2018/35/CRT2 Planning Permit Reference: 2018/46 SPEAR Reference Number: S124669A Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Jarrod Raun for Latrobe City Council on 23/05/2019		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
IDENTIFIER		COUNCIL/BODY/PERSON			
NIL		NIL			
NOTATIONS					
DEPTH LIMITATION: DOES NOT APPLY					
SURVEY: This plan is based on survey (PS728220C) STAGING: This is not a staged subdivision. Planning Permit No. 2018/46 This survey has been connected to permanent marks No(s). — In Proclaimed Survey Area No. —					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE	1.20	THIS PLAN	LOT 1 ON THIS PLAN	
 Beveridge Williams development & environment consultants Traralgon ph : 03 5176 0374 www.beveridgewilliams.com.au		SURVEYORS FILE REF: 1702035 Digitally signed by: steven john wallace, Licensed Surveyor, Surveyor's Plan Version (3), 05/04/2019, SPEAR Ref: S124669A		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2
		PLAN REGISTERED TIME: 4:05 PM DATE: 28/04/2021		K. LIEW Assistant Registrar of Titles	

PS820398T



**SURVEYORS
REFERENCE**

1702035

Beveridge Williams
development & environment consultants

Tralgon ph : 03 5176 0374

www.beveridgewilliams.com.au

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John Wallace, Licensed S

ORIGINAL SHEET
SIZE: A3

Digitally signed by:
| atrophe City Council

Carroll City Council,
23/05/2019,
SPEAR Ref: S124669A

AQ908064B

Privacy Collection Statement
The information from this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Transfer of Land - creating an easement and/or restrictive covenant

Section 45 Transfer of Land Act 1958

Lodged by

Name: Bank Australia.....

Phone:

Address: Code 13091U.....

Reference:

Customer Code:

The transferor transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

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

Land: (volume and folio)

Volume 11854 Folio 200

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

All its estate in fee simple

Consideration:

\$137,500.00

Transferor: (full name)

LURGANARE PTY LTD ACN 068262448

Transferee: (full name and address including postcode)

DALE ANDREW BURRIDGE of 1 Deane Street, Traralgon, Vic 3844 as Sole Proprietor

Creation and/or reservation of easement and/or restrictive covenant:

"The Transferees for themselves and their successors and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and or each part thereof DO HEREBY COVENANT with the transferors their successors and transferees the registered proprietor and proprietors for the time being of the land comprised in the said Plan of Subdivision (other than the land hereby transferred) and each and every part thereof that we shall not allow:-

- a) Any main building to be used for other than residential purposes;
- b) Any building, structure or fence consisting wholly or partly of second hand materials;
- c) Any dwelling house with less than fifty per centum (50%) of the external wall area constructed of brick, brick veneer, masonry or stone;
- d) Any relocatable building;
- e) Any lots in plan of subdivision No. 728220C to be further subdivided without the written consent/approval of the developer/director of Lurganare Pty Ltd;
- f) Any more than one residential dwelling per lot;
- g) Any 2 or more storey residential dwellings to be erected on Lots 10, 14 and 50

AND IT IS HEREBY AGREED that the benefit of the foregoing covenants and each of them shall be attached to an run at law and in equity with the land comprised in the said Plan of Subdivision and that the burden thereof shall be annexed to an run at law and in equity with the said lot hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said lot as an encumbrance affecting the same and every part thereof"

Signing:

35271702A

45-2TLA

Page 1 of 3

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

346678

AQ908064B

**Transfer of Land - creating an easement and/or
restrictive covenant**
Section 45 Transfer of Land Act 1958

Privacy Collection Statement
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registers and Indexes.

Transferor

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of LURGANARE PTY LTD
Signer Name JENNA MIDDLETON
Signer Organisation GOOD MOVE CONVEYANCING
Signer Role LICENSED CONVEYANCER
Signature

Execution Date

20/03/18

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AQ908064B

**Transfer of Land - creating an easement and/or
restrictive covenant**
Section 45 Transfer of Land Act 1958

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and used for the purpose of
maintaining publicly searchable
registers and indexes.

Transferee

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of DALE ANDREW BURRIDGE
Signer Name DAVID BATHURST REESE-HACKFORD
Signer Organisation LITTLETON HACKFORD LAWYERS
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Signature 

Execution Date 29/03/18

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45-2TLA

Page 3 of 3

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AJ353375J

05/12/2011 \$107.50 173



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Section 181(1) Planning and Environment Act 1987

Lodged by:

Name: **GM CONVEYANCING**
Phone: **(03) 5174 6862**
Address: **Suite 2, 41 Breed Street, Traralgon 3844**
Reference:
Customer Code: **3800X**

The Authority in 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 for the land.

Land Volume **1126⁷** Folio 709

Authority Latrobe City Council
141 Commercial Road
MORWELL VIC 3854

Section and Act under which agreement made:

Section 173
Planning and Environment Act 1987

A copy of the Act Agreement is attached to this Application

Signature of Authority: *L. J. A.*
Name of Officer: *L. S. AKARSO*
Designation of Officer: *Planning Administration Officer*
Date: *22/11/2011*

Planning and Environment Act Regulations -9.1

THIS AGREEMENT is made on the 10th day of November Two thousand
and ..eleven....

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05/12/2011 \$107.50 173



BETWEEN:

THE LATROBE CITY COUNCIL of 141 Commercial Road, Morwell (hereinafter called "the Council") of the first part

and

LURGANARE PTY LTD of Level 3, 28 Kay Street, Traralgon 3844 ("the Owner") of the second part

WHEREAS:

- A. The Owner is the registered proprietor of the land described in Certificate of Title Volume 11267 Folio 709 (hereinafter called "the subject land") and has made an application to the Council as the responsible authority under the Latrobe Planning Scheme (hereinafter called "the Scheme") for a permit to subdivide the subject land.
- B. The Council has granted Planning Permit No. 2011/155 dated 8th August 2011 (hereinafter called "the Permit") for the subdivision of the subject land subject to conditions including a condition as follows:-

"Prior to the issue of Statement of Compliance under the Subdivision Act 1988, the permit operator must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987, and make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act which provides that Lot 1 will not be further subdivided so as to increase the number of lots.

The permit operator must pay the reasonable costs of the preparation, execution and registration of the Section 173 Agreement."

- C. The Owner has prepared Plan of Subdivision Number 700396T in accordance with the Permit.

NOW THIS AGREEMENT DOES WITNESS AS FOLLOWS –

1. In this Agreement unless inconsistent with the context or subject matter:-
"The Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the subject land.

2. The Owner with the intent that this covenant shall run with the land hereby covenants and agrees:
 - That Lot 1 will not be further subdivided so as to increase the number of lots.
 3. The Council and the Owner have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as being an Agreement under Section 173 (1) of the Planning & Environment Act 1987.
 4. 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. The Owner agrees to do all things necessary to enable the Council to enter a Memorandum of this Agreement on the Certificate of Title to the subject land in accordance with Section 181 of the Act including signing of any further Agreement, acknowledgement or document to enable the said Memorandum to be registered under that Section.
 6. Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of 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.
 7. The Owner covenants and agrees to pay the Council's costs of and incidental to the execution of this Agreement and the registration of a Memorandum of the Agreement at the Office of Titles pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the Memorandum at the Office of Titles.
 8. This Agreement will end pursuant to Section 177 of the Act. As soon as reasonably practical after the Agreement has ended, the Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.
- a 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:
- (a) be delivering it personally to that party;
 - (b) by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

AJ353375J

05/12/2011 \$107.50 173



- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

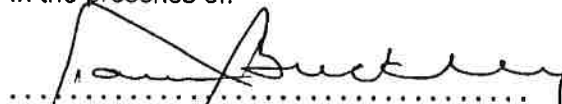
A notice or other communication is deemed served:

- (d) if delivered, on the next following business day;
(e) if posted, on the expiration of two business days after the date of posting; or
(f) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

EXECUTED BY THE PARTIES on the date set out at the commencement of this Agreement.

The Common Seal of Latrobe City Council)
was affixed in accordance with Local Law No.1)
this ...10th... day of ...November... 2011...)

In the presence of:


.....
Paul Buckley - Chief Executive Officer



AJ353375J



And

Signed & sealed by the said


.....

LURGANARE PTY LTD

in the presence of:


.....



AS070933X



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE
MAKING OF A RECORDING OF AN AGREEMENT**

Section 181(1) Planning and Environment Act 1987

Lodged by:

Name: Christine Ferguson, Hilltop Conveyancing Services
Phone: 51 750 773
Address: 14B Hotham Street Traralgon Vic 3844
Reference: CF
Customer Code: 165471K

The Authority in 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 for the land.

Land	Volume 11854	Folio 200
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Authority	Latrobe City Council 141 Commercial Road MORWELL VIC 3840
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Section and Act under which agreement made:

Section 173
Planning and Environment Act 1987

A copy of the Act Agreement is attached to this Application

Signature of Authority: *L. Setches*

Name of Officer: Lauren Setches

Designation of Officer: Planning Administration Officer

Date: 19/03/2019

I have had my identity verified by Australia Post on 17 October 2018

Unique Seq # 3392660414913

THIS AGREEMENT is made the 19th day of March 2019

PARTIES

1. **LATROBE CITY COUNCIL** of 141 Commercial Road, Morwell, Victoria ("Council").
2. **DALE ANDREW BURRIDGE** of 6 Angus Road, Traralgon VIC 3844 ("Owner")

RECITALS

- A. The Owner is the registered proprietor of the Subject Land.
- B. Council is the Responsible Authority for the administration and enforcement of the Scheme pursuant to the Act.
- C. Section 173 of the Act permits a Responsible Authority in its own behalf or jointly with any other person or bodies to enter into an agreement under seal not inconsistent with the Act or the Planning Scheme and which regulates the use or the development of the land or the doing of acts on the land;
- D. The Council has granted the Owner the Planning Permit which Permit allowed certain development on or with the land, but the conditions of which Permit require the Owner to enter into this Agreement pursuant to Section 173 of the Act and that the agreement be registered against title to the owner's land pursuant to Section 181 of the Act; and
- E. The parties enter into this Agreement to facilitate the requirements referred to in Paragraph D above.

THE PARTIES AGREE

1. DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987;

"Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

"Approved" means approved by the Council;

"Council" means the council for the municipal district of the Latrobe City Council;

"Subject Land" means the land situated at 1 Deane Street, Traralgon VIC 3844 being the land referred to in Certificate of Title Volume 11854 Folio 200] and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

"Owner" means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Land or any part of it and includes a Mortgagee in possession;



"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 2018/46 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.



2. OWNER'S COVENANTS

2.1 The Agreement

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

Prior to the issue of the Statement of Compliance of this subdivision, the operator of this permit must:-

- (a) Enter into an Agreement with the Responsible Authority made pursuant to Section 173 of the Act that requires:-
 - i. On-site stormwater detention works must be constructed on each lot in accordance with the site drainage plan as approved under Planning Permit 2018/046 issued by the Latrobe City Council prior to the issue of an Occupancy Permit for a dwelling on the lot; and
 - ii. Subsequent development of the land will accord with the plans endorsed to Planning Permit 2018/46.
- (b) Make application to the Registrar of Titles to register the Section 173 Agreement on the title to the land under Section 181 of the Act; and
- (c) Pay the reasonable costs of the preparation, review and execution and registration of the Section 173 Agreement; and
- (d) Provide Council with a copy of the dealing number issued by the Titles Office;
- (e) Once titles are issued, provide Council with a current title search or a photocopy of the duplicate certificate of title as evidence of registration of the Section 173 Agreement on title.

2.2 Notice

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

2.3 Compliance

The Owner covenants to:

- (a) comply with the requirements of all statutory authorities in relation to the development of the Land;
- (b) comply with all statutes, regulations, local laws and planning controls in relation to the Land; and

- (c) take all necessary steps to comply with the obligations of each clause in this Agreement;

2.4 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Land.

2.5 Council's Costs to be Paid

The Owner covenants to pay immediately on demand to the Council the Council's reasonable costs and expenses (including legal expenses) incidental to the drawing and engrossment, registration, enforcement and release, when applicable, of this Agreement which (until paid) are and remain a charge on the Land.

2.6 Indemnity

The Owner covenants to indemnify and keep indemnified the Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgment or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

2.7 Council Access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

2.8 Registration of Agreement

The Owner agrees to do all things necessary register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgment or other document and to do so at the Owner's own expense and to provide all required proofs to the Council of the due registration thereof.

3. EFFECT OF AGREEMENT

3.1 Agreement under Section 173 of the Act

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement that this Agreement is made pursuant to Section 173 of the Act.

3.2 Agreement runs with the Land

This Agreement will come into force and effect as from the date of this Agreement and the benefit and burden of this Agreement will run with and be annexed to the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor for the time being of the Land.

3.3 Planning Objectives



The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme.

4. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

5. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as this Agreement is registered on the title to the Land, successors in title shall be required to:

- (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

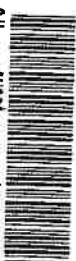
Each of the parties to this Agreement will sign and execute all further documents and deeds and do all acts and things as will reasonably be required to effect the terms and conditions contained in this Agreement.

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.

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9. SEVERABILITY

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it will be severed and the other provisions of this Agreement will remain operative.

10. GOVERNING LAW

This Agreement is governed by and will be construed in accordance with the laws from time to time in force in the State of Victoria.

11. DISPUTES

11.1 In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such dispute shall be referred to the Tribunal for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the act, such disputes shall be and is hereby referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.

11.2 Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation to such provision, the dispute shall be referred to the Tribunal in accordance with the Act.

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

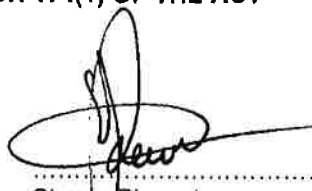
12. NO FETTERING OF RESPONSIBLE AUTHORITY'S POWERS

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification or any plans of subdivision applicable to the Land or relating to any use or development of the Land.

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

SIGNED for and on behalf of
LATROBE CITY COUNCIL by
Steven Piasente pursuant to Instrument
of Delegation dated 20 April 2013
In the presence of:

Witness

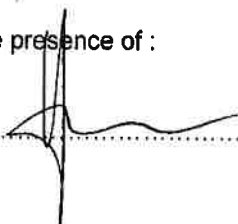
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.....
Steven Piasente
Chief Executive Officer

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**SIGNED SEALED AND DELIVERED by
DALE ANDREW BURRIDGE**

in the presence of :


..... Witness


.....
Dale Andrew Burridge



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Section 181(1) Planning and Environment Act 1987

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Lodged by:

Name: **Paul McDonough & Co**
Phone: **5174 6862**
Address: **Seymour Street, Traralgon**
Reference: **VPJ**
Customer Code: **2296M**

The Authority in 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 for the land.

Land	Volume 11331	Folio 148
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Authority	Latrobe City Council PO Box 264 MORWELL VIC 3840
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Section and Act under which agreement made:

Section 173
Planning and Environment Act 1987

A copy of the Act agreement is attached to this application

Signature of Authority:

LJA

Name of Officer:

L. J. Akarsu

Designation of Officer:

Planning Administration Officer

Date:

11/02/2014

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THIS AGREEMENT is made the 4th day of February 2014

PARTIES

1. **LATROBE CITY COUNCIL** of 141 Commercial Road, Morwell, Victoria ("Council").
2. **LURGANARE PTY LTD** of Floor 2, 32 Kay Street, Traralgon, Victoria 3844 ("Owner").

RECITALS

- A. The Owner is the registered proprietor of the Subject Land;
- B. Council is the Responsible Authority for the administration and enforcement of the Scheme pursuant to the Act;
- C. Section 173 of the Act permits a Responsible Authority in its own behalf or jointly with any other person or bodies to enter into an agreement under seal not inconsistent with the Act or the Planning Scheme and which regulates the use or the development of the land or the doing of acts on the land;
- D. The Council has granted the Owner the Planning Permit which Permit allowed certain development on or with the land, but the conditions of which Permit require the Owner to enter into this Agreement pursuant to Section 173 of the Act and that the agreement be registered against title to the owner's land pursuant to Section 181 of the Act; and
- E. The parties enter into this Agreement to facilitate the requirements referred to in Paragraph D above.

THE PARTIES AGREE

1. DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement unless expressed or implied to the contrary:

"**ACT**" means the Planning and Environment Act 1987;

"**AGREEMENT**" means this agreement and any agreement executed by the parties expressed be supplemental to this agreement;

"**APPROVED**" means approved by the Council;

"**Council**" means the council for the municipal district of the Latrobe City Council;

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"Subject Land" means the land situated at 215 Bank Street, Traralgon being the land referred to in Certificate of Title Volume 11331 – Folio 148 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

"Owner" means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Land or any part of it and includes a Mortgagee in possession;

"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 2012/145 dated 24 October 2012 issued to the Owner by the Council;

"Scheme" means the Latrobe Planning Scheme;

"Tribunal" means the Victorian Civil and Administrative Tribunal.

2. OWNER'S COVENANTS

2.1 The Agreement

The Owner, pursuant to the permit and all applicable laws covenants with the Council as follows:

Prior to the issue of the Statement of Compliance of the subdivision, the operator of this permit must:

- (a) Enter into an Agreement with the Responsible Authority made pursuant to Section 173 of the Act that requires:

That Lots 14, 45 and 50 of the proposed plan of subdivision of the land will be restricted to single storey development only; and

That if any fencing is required on the frontage of medium density Lots A, B and C, Community Facility Site D and Lots 134, 118, 117, 70, 69, 72 and 71, facing the public open space area and public pathways on the proposed plan of subdivision of the land, that it can be up to a maximum height of 1.2m except with the written consent of the responsible authority.

- (b) Make an application to the Registrar of Titles to register the Section 173 Agreement on the title to the land under Section 181 of the Act; and

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- (c) Pay all reasonable costs of the preparation, review, and execution and registration of the Section 173 Agreement; and
- (d) Provide Council with a copy of the dealing number issued by the Titles Office.
- (e) Once titles are issued, provide Council with a current title search or a photocopy of the duplicate certificate of title as evidence of registration of the Section 173 Agreement on the titles.

2.2 Notice

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

2.3 Compliance

The Owner covenants to:

- (a) comply with the requirements of all statutory authorities in relation to the development of the Land;
- (b) comply with all statutes, regulations, local laws and planning controls in relation to the Land; and
- (c) take all necessary steps to comply with the obligations of each clause in this Agreement.

2.4 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Land.

2.5 Council's Costs to be Paid

The Owner covenants to pay immediately on demand to the Council the Council's reasonable costs and expenses (including legal expenses) incidental to the drawing and engrossment, registration, enforcement and release, when applicable, of this Agreement which (until paid) are and remain a charge on the Land.

2.6 Indemnity

The Owner covenants to indemnify and keep indemnified the Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages which they or any of them may sustain, incur or

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suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

2.7 Council Access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

2.8 Registration of Agreement

The Owner agrees to do all things necessary to register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document and to do so at the Owner's own expense and to provide all required proofs to the Council of the due registration thereof.

3. EFFECT OF AGREEMENT

3.1 Agreement under Section 173 of the Act

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement that this Agreement is made pursuant to Section 173 of the Act.

3.2 Agreement runs with the Land

This Agreement will come into force and effect as from the date of this Agreement and the benefit and burden of this Agreement will run with and be annexed to the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor for the time being of the Land.

3.3 Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme.

4. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

5. SUCCESSORS IN TITLE

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Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as this Agreement is registered on the title to the Land, successors in title shall be required to:

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

6. NOTICES

Any notice or other communication required or permitted to be served on any other party must be in writing and may be served or given by:

- (a) delivering it personally or sending it by pre-paid post to that party at its address as set out in this Agreement or to such other address as that party may nominate in writing from time to time; or
- (b) sending it by 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 cost;

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 dispatched; 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 judgement 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.

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9. SEVERABILITY

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it will be severed and the other provisions of this Agreement will remain operative.

10. GOVERNING LAW

This Agreement is governed by and will be construed in accordance with the laws from time to time in force in the State of Victoria.

11. DISPUTES

11.1 In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such dispute shall be referred to the Tribunal for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the act, such disputes shall be and is hereby referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.

11.2 Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation to such provision, the dispute shall be referred to the Tribunal in accordance with the Act.

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

12. NO FETTERING OF RESPONSIBLE AUTHORITY'S POWERS

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification or any plans of subdivision applicable to the Land or relating to any use or development of the Land.

EXECUTED BY THE PARTIES on the date set out at the commencement of this Agreement.

The **Common Seal of Latrobe City Council**)
was affixed in accordance with Local Law No.1)
this ... 4 ... day of February ... 2014)
In the presence of:



.....
John Mitchell Acting
~~Paul Buckley~~ - **Chief Executive Officer**

And

Signed & sealed by the said _____

.....
[Signature]
LURGANARE PTY LTD

in the presence of:



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01/04/2014 \$113 173



EXECUTED by **LURGANARE PTY LTD**)
ACN 068 262 448 by being signed by that)
Person-authorised-to-sign on behalf of the)
Company:)

Sole Director: 
Full Name: Eamonn Martin McNulty
Address: 215 Bank Street, Traralgon, 3844

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FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT No. BS-U1590/20190869/0 ISSUED 15/05/2019
JOB NUMBER: 19/00820

Issued to

Owner/Agent of owner **Virtue Homes**
Postal address **PO Box 1589, TRARALGON**
Email **tahlia@virtuehomes.com.au**

Telephone **5176 5997**
Postcode **3844**
ACN **107 165 588**

Ownership details

Owner **Dale Burrridge**
Postal address **7 Greendale Court, TRARALGON**
Email **dale.burrridge@humanservices.gov.au**

Telephone **0428 747 744**
Postcode **3844**

Property details

Number **1** Street/road **Deane Street**
Lot/s **56** LP/PS **PS728220**
Municipal district **Latrobe City Council**

City/suburb/town **TRARALGON**
Volume **11854**

Postcode **3844**
Folio **200**

Builder

Name **Michael Nicola of Virtue Homes Pty Ltd**
Address **PO Box 1589, TRARALGON**
Building practitioner registration no. **DB-U 23132**

Telephone **5176 5997**
Postcode **3844**
ACN **107 165 588**

This builder is specified under section 24B(4) of the Building Act 1993 for the building work to be carried out under this permit.

Building practitioner or architect engaged to prepare documents for this permit

Name	Company Name	Category / Class	Personal Reg No.	Company Reg No.
Michael Nicola	Virtue Homes Pty Ltd	Drafting	DB-U 23132	
Christopher Watts	CD Watts & Associates	Civil Engineer	EC 1402	

Details of domestic building work insurance

The issuer or provider of the required insurance policy is **VMIA** and the policy number is **C431060**.

Details of relevant planning permit Planning permit no. **2018/46** Date of grant of planning permit. **17/05/2018**

Nature of building work

Description of building work **detached dwelling and garage**
Version of BCA applicable to permit **NCC2016 Volume 1, Amdt 1**
Stage of building work permitted **All**

Storey Contained **1**
Cost of building work for project: **\$239,572**
Total floor area of new building work **192 m²**

Protection work

Protection work is not required in relation to the building work proposed in this permit.

Building Classification

BCA	BCA Description	NOW	Part
1ai	Detached house	New Building	All
10ai	Appurtenant to a class 1, 2 or 3 for domestic use	New Building	All of attached garage

Prescribed

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Date Approved	Authority	Matter	Regulation
14 May 2019	Latrobe City Council	LPOD info from Council	133

Inspection requirements

The mandatory notification stages are:

Prior to placing a footing - blinding
Foundation - pre slab
Prior to placing a footing - slab reinforcement
Completion of frame
Final upon completion of all building work

Occupation or use of building

An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and completion

This building work must commence by **15/05/2020**.

If this building work to which this building permit applies is not commenced by this date, this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by **15/05/2021**.

If this building work to which this building permit applies is not completed by this date, this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Relevant building surveyor

Name: M D Curtain

Registration No. BS-U1590



Signature:

Conditions of Approval
Building Permit No. BS-U1590/20190869/0

1. The building permit has been issued pursuant to the Building Act 1993 (*the "Act"*), the Building Regulations 2018 (*the "Building Regulations"*) and the National Construction Code Series Building Code of Australia 2016 - Volume 2 (*the "BCA"*); and
2. The builder must carry out all building work authorised by this building permit in accordance with the building permit, approved plans and associated documents. No variations/departures from the approved plans will be accepted by the relevant building surveyor unless amended plans are submitted and approved prior to the commencement of the unauthorised building work; and
3. The builder is responsible to adopt and install appropriate proprietary accredited building products and is to ensure that those products/assemblies are fit for the purpose they are intended and are installed in accordance with the manufacturer's specifications/ requirements for that system. It is recommended that the builder seek manufacturer's product installation instructions and confirmation from the supplier/manufacturer to confirm that the product/assembly has been installed in accordance with the requirements of the manufacturer. No substitution of products from BCA approved products will be accepted by the Relevant Building Surveyor; and
4. Building is located in an area designated as prone to termite attack. As such termite protection is to be provided in accordance with AS3660; and
5. This building permit does not have the effect of amending or overriding any section 173 agreement, covenant of title, memorandum of common provision, agreement or condition imposed under the local planning scheme. It is not the responsibility of the relevant building surveyor to confirm compliance with any covenant, section 173 agreement or memorandum of common provisions or any other restriction which may exist on the property title or any other agreement entered into with an authority or other party. The owner is responsible to ensure compliance with any of the above restrictions and to obtain developer's approval (if required) prior to the commencement of the proposed building work; and
6. Contrary to what is shown on the approved plans, building work is only included as part of this building permit if it is written on the Form 2 building permit; and
7. Excavations and fill utilising unprotected embankments to comply with Part 3.1.1.1 of BCA, Volume 2 and Table 3.1.1.1; and
8. The following information and or certificates are to be provided with the application for Occupancy Permit or a request for a Certificate of Final Inspection:
 - (a) All plumbing compliance certificates from the plumber(s) engaged in the works; and
 - (b) An electrical safety certificate from an electrician engaged in the works; and
 - (c) A statement of compliance from the builder which confirms compliance with the relevant Australian Standards and approved plans and reports for matters such as wet areas, glazing, termites, artificial lighting plan & energy report; and
9. This permit does not remove or replace the need for an asset protection permit or equivalent consent or approval that may be required from the relevant council and a fee and/or a security that may be required to be paid under a Local Law of the relevant Council; and
10. Manufacturer's roof truss layouts and computations are to be submitted for approval prior to commencing work on the frame; and
11. Building work authorised under this permit requires an Occupancy Permit prior to lawful occupation of the building. An application for an Occupancy Permit (Form 15) must be submitted to our office together with the required compliance certificates.

ADDITIONAL GENERAL NOTES TO WORKING DRAWINGS

All work to comply with NCC BCA 2016 Volume 2 (NCC) and the relevant Australian Standards currently referenced under Part 1.4 of the NCC including the standards listed below:

Glazing to comply with AS1288 (Glass in buildings selection and installation)
Windows to comply with AS2047 (Windows in building selections and installations)
Roof sheeting to comply with AS1562 (Design and installation of sheet roof and wall cladding)
Footings to comply with AS2870 (Residential slabs and footings)
Timber framing to comply with AS1684.2 (Residential timber-framed construction)
Wet area to comply with AS3740 (Waterproofing of domestic wet areas)
Termite protection to comply with AS3660.1 (Termite management for new building work).

GENERAL

- A minimum 10mm thick flexible bond breaker is to be provided between an existing footing on the adjoining property and a proposed new footing.
- Smoke alarms to comply with AS3786, to be hardwired and interconnected.
- A removable hinge is required to a toilet door when the door hinge is within 1.2m of the closet pan.
- Exhaust fans to discharge directly to the outside or a roof vent (eg whirly bird) must be provided if the exhaust fans discharge into a roof space which has sarking.
- If installed, a minimum 2000L rain water tank is required to be connected to all toilets for the purpose of sanitary flushing.
- A balcony waterproofing membrane is to comply with AS4654.1 and AS4654.2.
- Gas heating appliances must be installed in accordance with the manufacturer's specification.

STAIRS AND BARRIER

- Risers to be maximum 190mm
- Goings to be minimum 240mm
- Maximum 125mm gaps between risers.
- All handrails to a flight of stairs must be continuous.
- A barrier (eg balustrading) must not allow a 125mm sphere to pass through it.
- The maximum doorway threshold is 230mm above the external finished surface.
- A landing must extend across the full width of the doorway.
- Stair treads to have a surface with a slip resistance classification not less than P3 or R10 (internal) or P4 or R11 (external) or nosing strips trip with a slip resistance classification not less than P3 (internal) or P4 (external).
- A landing must be provided when the difference between the internal floor level and the finished ground level is greater than 570mm (3 risers).

DRAINAGE

- The stormwater drainage system must comply with AS3500.3 or AS3500.5.
- The stormwater drainage system must discharge to the legal point of discharge nominated by Council.
- The first metre around the perimeter of the dwelling must fall away a minimum of 25mm for a paved external surface and 50mm for a non-paved external surface.
- The internal finished floor level for the slab on ground must be a minimum 50mm above the external paved surface and 150mm above the external permeable surface.

FRAMING

- A wind classification of N2 applies to the site unless otherwise noted on the approved working drawings or structural plans and computations.
- Provide a minimum 150mm subfloor clearance to the underside of the bearer or minimum 400mm in a declared termite area.
- Subfloor ventilation to be provided with minimum aggregate openings of 6000mm² per metre of wall.
- Timber members for the deck and/or verandah must be suitable for external use and have a certain level of durability. For in-ground contact, the timber must be preservative-treated to H5. For above-ground use, the timber must be preservative-treated to H3.

MASONRY

- Masonry walls to comply with AS3700 or AS4773.1 and AS4773.2.
- Weepholes to be provided to masonry veneer walls at 1200mm maximum centres. Window head flashings are also required to be drained by weepholes at 1200mm maximum centres for openings greater than 1200mm in width. Weepholes are to be a minimum 75mm above the external finished ground level.
- Articulation joints must extend to the full height of the wall and be spaced in accordance with the working drawings or structural plans.

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

Occupancy Permit
For Building Permit Number: BS-U 1590/20190869/0
Job No. 19/00820

Property details

Number 1	Street/road Deane Street	City/suburb/town TRARALGON	Postcode 3844
Lot/s 56	LP/PS PS728220	Volume 11854	Folio 200
Crown allotment	Section	Parish	County
Municipal District Latrobe City Council			

Building permit details

Building permit number **BS-U 1590/20190869/0**
Version of BCA applicable to building permit **NCC2016**

Description of building work: **detached dwelling and garage**

BCA	BCA Description	NOW	Part
1a(a)	Detached house	New Building	All
10ai	Appurtenant to a class 1, 2 or 3 for domestic use	New Building	All of attached garage

Reporting authorities *(delete if inapplicable)*

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Date Approved	Authority	Matter	Regulation
14 May 2019	Latrobe City Council	LPOD info from Council	133

Suitability for occupancy

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupancy.

Relevant Building Surveyor

Name: **M D Curtain** Registration No. **BS-U 1590**

Signature:



Certificate Number: **20190869** Date Of Issue: **13 November 2019**
Date of final inspection: **04 November 2019**

Conditions:

- This occupancy permit is invalid if the cooking appliances, hot water service and rain water tank (if applicable) are not installed prior to 'hand over' between the builder and the owner. The owner must contact Watershed Building Consultants on 9791 3355 (Dandenong) or 5176 5888 (Traralgon) if this condition is not met so that the Occupancy Permit can be cancelled immediately.

Domestic Building Insurance

Certificate of Insurance

Dale Burridge
7 Greendale Ct
TRARALGON
VIC 3844

Policy Number:
C431060

Policy Inception Date:
18/04/2019

Builder Account Number:
005757

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **1 Deane St TRARALGON VIC 3844 Australia**

Carried out by the builder: **VIRTUE HOMES PTY LTD**

Builder ACN: **107165588**



If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Dale Burridge**

Pursuant to a domestic building contract dated: **30/01/2019**

For the contract price of: **\$ 239,572.00**

Type of Cover: **Cover is only provided if VIRTUE HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

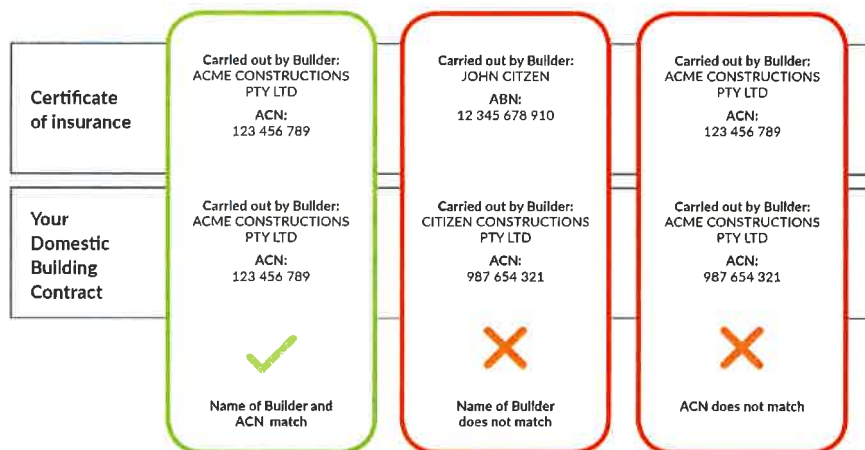
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$750.00
GST:	\$75.00
Stamp Duty:	\$82.50
Total:	\$907.50

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for





NOTICE OF PURCHASER

Residential GST Withholding Payment Notification

Section 14-255 of the Taxation Administration Act 1953

Vendor: Dale Andrew Burridge

Property: 12 Dooyork Crescent, Traralgon VIC 3844

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

The above property is either an existing Residential Premises or Commercial Residential Premises and therefore the purchaser is not to withhold GST.

Christine Ferguson – **Hilltop Conveyancing Services**

For and on behalf of the vendors

Christine Ferguson | Licensed Conveyancer | Member AICVIC
14B Hotham Street, Traralgon VIC 3844
Ph: 03 5175 0773 | Mob: 0409 746 954
| E: christine@hilltopconveyancing.com.au
Lic. No. 000888L | ABN: 82 655 343 411



Valuation and Rates Notice

For the period 1 July 2022 to 30 June 2023



034 22819

Mr D A Burrige
1 Deane St
TRARALGON VIC 3844

To be eligible for the instalment program and receive reminder notices, you must pay the first instalment in full by 30 September 2022

Assessment number: 751701

Issue date: 16/08/2022

Your payment options:

Pay by instalment

Instalment 1 \$508.30

Due: 30 Sept 2022

Instalment 2 \$508.25

Due: 30 Nov 2022

Instalment 3 \$508.25

Due: 28 Feb 2023

Instalment 4 \$508.25

Due: 31 May 2023

OR

Full payment

Due date: \$2,033.05
15 February 2023

Difficulty paying on time?

If you are experiencing financial difficulties, contact us to discuss your eligibility for an alternative payment plan. Overdue amounts attract interest of 10% per annum.

Property: 12 Dooyork Crescent, TRARALGON VIC 3844

Description: L 1 PS 820398

AVPCC: 110 - Detached Home

(see reverse)

Capital Improved Value (CIV): \$415,000

Valuation date: 01/01/2022

Effective as at: 01/07/2022

Payments

Council rates and charges

General Rates Residential (0.00322058 x CIV) \$1,336.55

Municipal Charge \$144.00

Garbage Charge (Rubbish x1, Recycling x1, Green Waste x1) \$382.00

State government charges

Fire Service Property Levy - Residential (0.000053 x CIV) \$22.00

Fire Services Property Levy Fixed Charge \$117.00

EPA Victoria Landfill Levy \$31.50

Total amount payable \$2,033.05

\$1000 B Pay
27/11/22

Rec.No. 1551184012.

\$1033.05 Paid Bld/22
3pay Rec 6197184

Payments made on or after 05 August 2022 may not be included

☐ Full payment: \$2,033.05

☐ Instalment: \$508.30

Assessment number: 751701

Property: 12 Dooyork Crescent, TRARALGON VIC 3844



Billers Code: 6072
Ref: 751701

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



Post
Billpay

Billers Code: 0359
Ref: 751701

Pay 24 hours a day by credit card:

Online: www.auspost.com.au/postbillpay

Phone: 13 18 16



*359 751701

Council Use Only



Direct debit

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

In person

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

Mail

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

Centrepay

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

You now have a choice

...receive your rates notice by email.

Visit: <https://erates.latrobe.vic.gov.au/erates>

See the rates brochure for more details.

Please retain this notice for your records as a fee of \$20.00 may be charged for replacement copies. Or, see the Rates Brochure for instructions on how to register for electronic notices in order to obtain a replacement copy free of charge.

More
information
overpage



102281901 047103 #84172



D Burridge
1 Deane St
TRARALGON VIC 3844



034
1000411
R1_857

Customer enquiries

1800 050 500

Faults & emergencies 24hrs

1800 057 057

www.gippswater.com.au

Account number:

0200640501

Amount due:

\$332.19

Pay by:

13 October 2022

Date of issue: 15 September 2022

Tax invoice: 6327665

Service address:

12 Dooyork Crs Traralgon Vic 3844

Previous balance \$322.07

Payments received
up to 15 September 2022 \$322.07 CR

Balance \$0.00

Current charges (over page) \$332.19

Total amount due \$332.19

Total includes GST of \$0.00

Payment assistance is available

If you are having difficulty paying your bill, we can help. Call us on 1800 050 500.

Have you registered for a concession?

Contact us if you think you may be eligible for a concession and it has not been included in the total amount due.

We issue invoices three times per year.

\$332.19 paid 13/10/22

Pay Rec. 4814768

How to pay



Direct Debit

To register for direct debit call us or visit www.gippswater.com.au/direct-debit



BPAY

Bill Code: 3475
Ref: 3680 0002 0064 0501 5



Centrepay

Call 1800 050 500 to use Centrepay to make regular deductions from your Centrelink payment. Centrepay is a voluntary and easy payment option available to Centrelink customers.



Online

Scan the QR code with your smartphone or go to my.gippswater.com.au/pay-now to pay with Visa or Mastercard.



Phone

Call 1800 050 500 and select Option 1.



Post Office

Pay in person at any Australia Post outlet.



To mail your payment, detach the bottom section of the next page and mail with your cheque to:
PO Box 348 TRARALGON VIC 3844.

PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 19 December 2022 10:54 AM

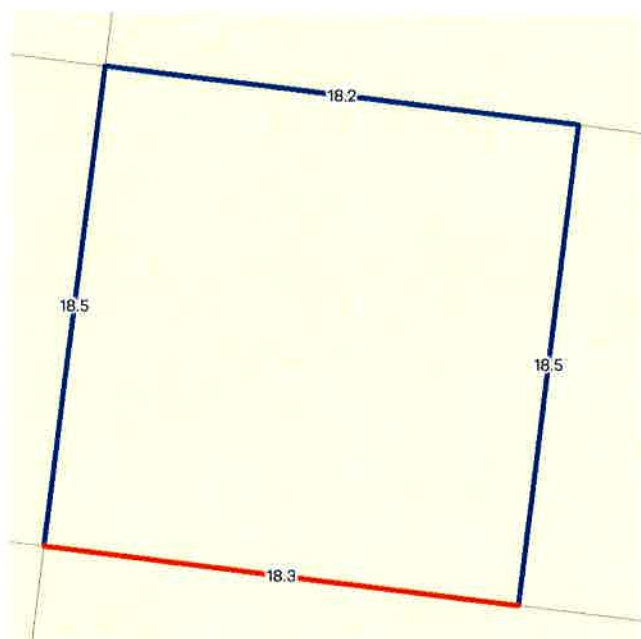
PROPERTY DETAILS

Address: **12 DOOYORK CRESCENT TRARALGON 3844**
Lot and Plan Number: **Lot 1 PS820398**
Standard Parcel Identifier (SPI): **1\PS820398**
Local Government Area (Council): **LATROBE**
Council Property Number: **59187**
Directory Reference: **Vicroads 696 C9**

www.latrobe.vic.gov.au

SITE DIMENSIONS

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



Area: 337 sq. m

Perimeter: 73 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **MORWELL**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

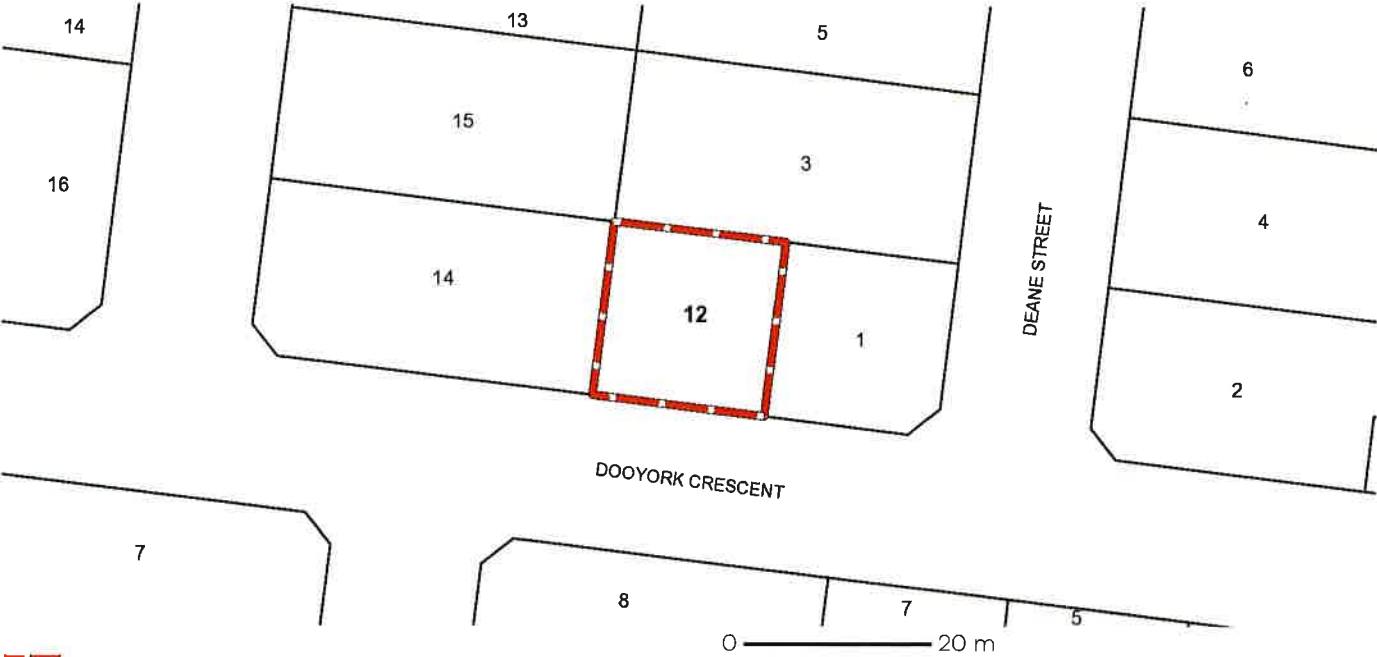
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 19 December 2022 10:54 AM

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www.latrobe.vic.gov.au

[Planning Scheme - Latrobe](#)

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OTHER

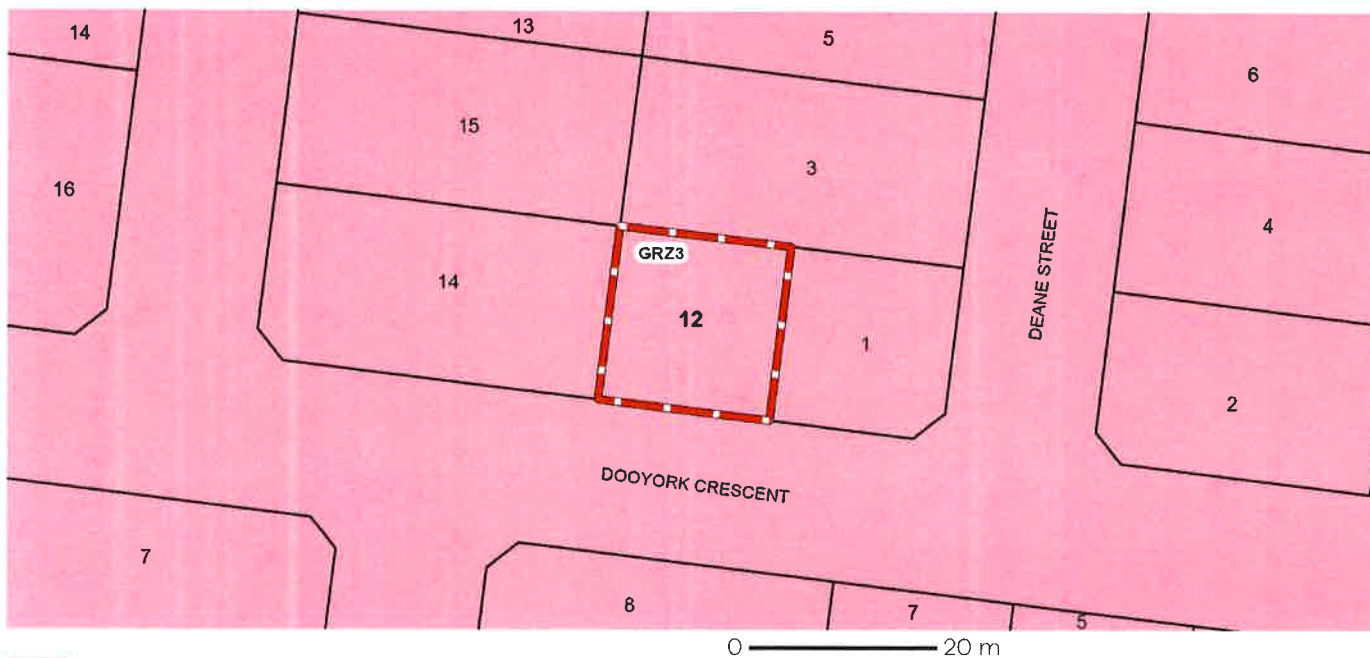
Registered Aboriginal Party: **Gunaikurnai Land and Waters
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



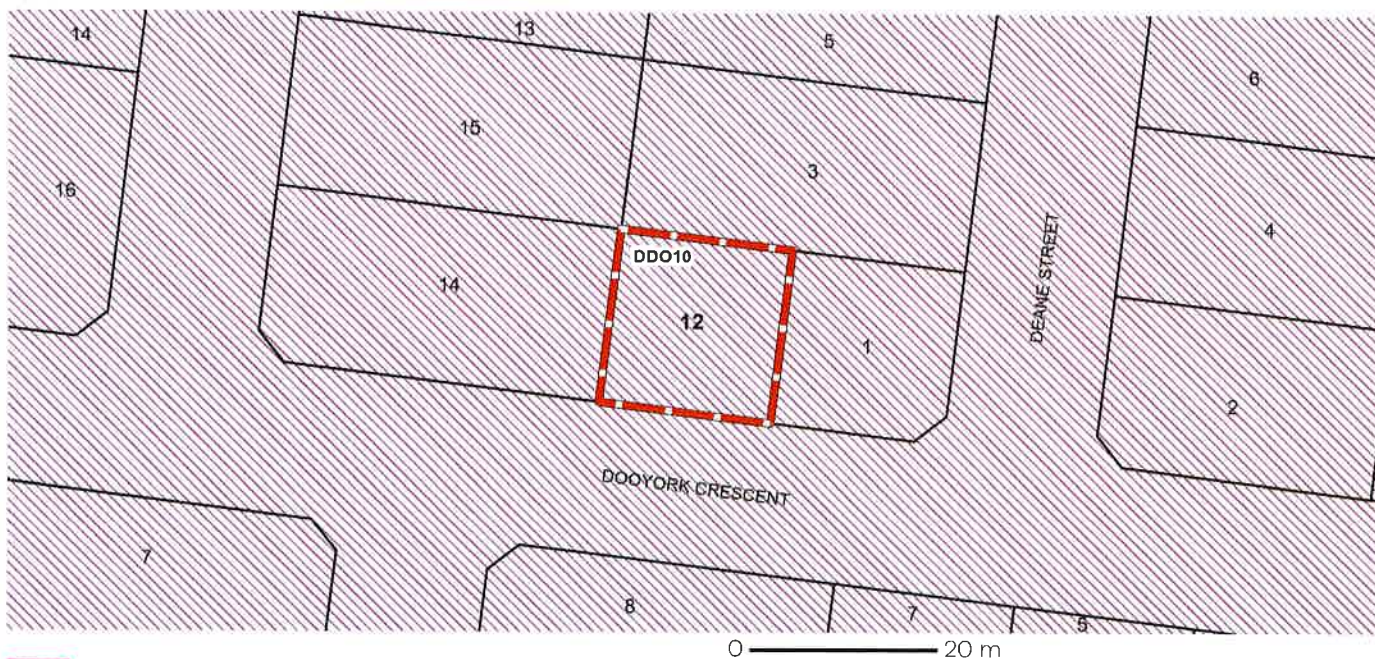
GRZ - General Residential

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

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)

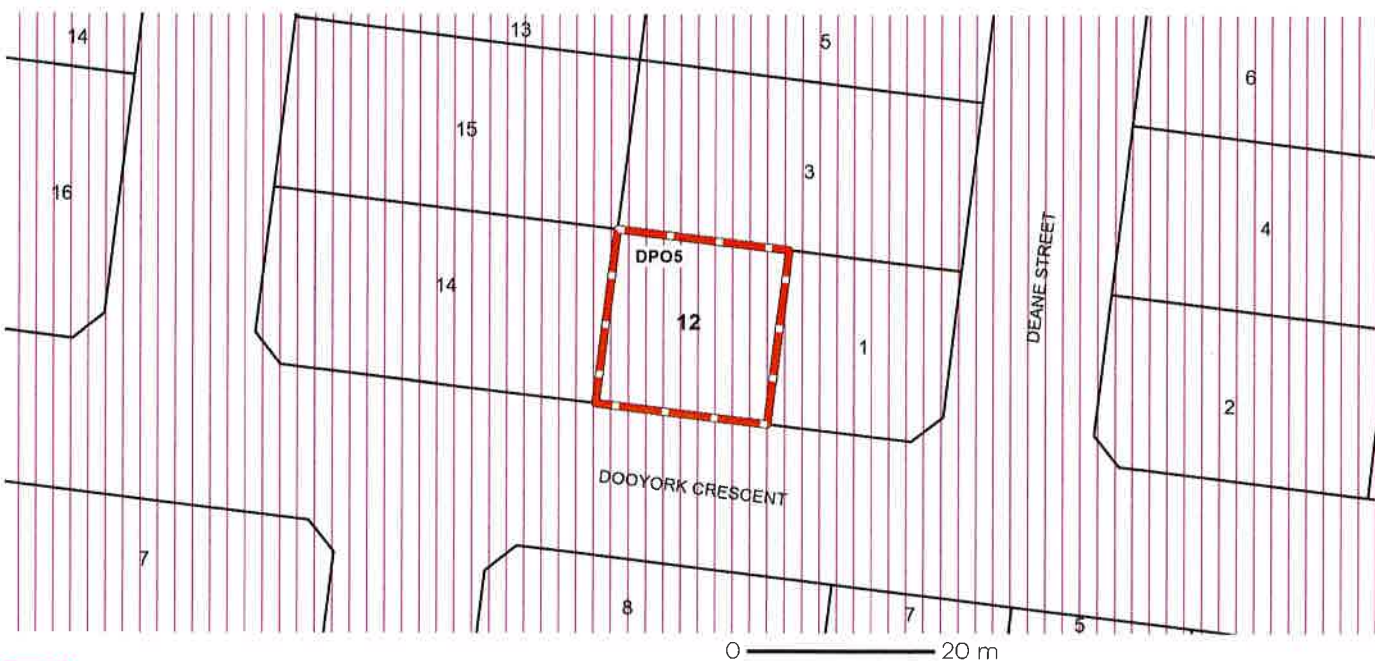


 **DDO - Design and Development Overlay**

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



 **DPO - Development Plan Overlay**

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

Further Planning Information

Planning scheme data last updated on 15 December 2022.

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

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

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

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

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

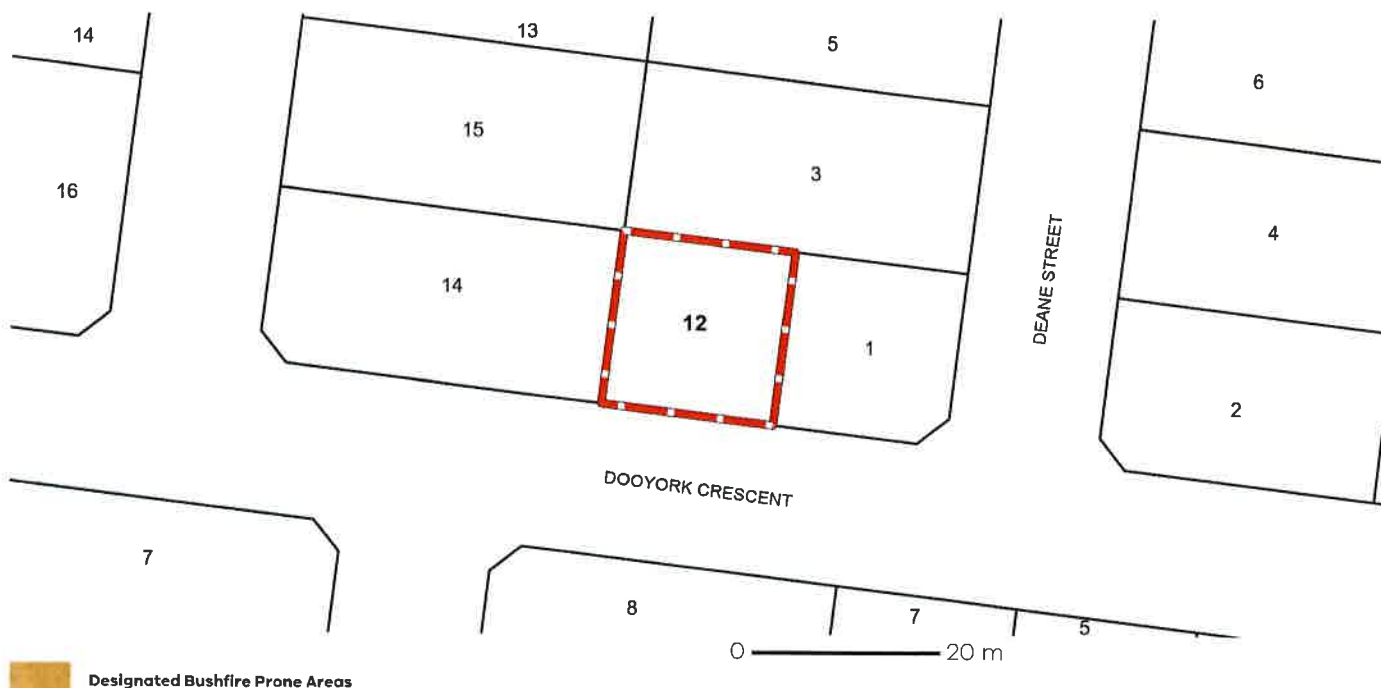
Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#).

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au).

DATED

2022

DALE ANDREW BURRIDGE

VENDOR STATEMENT

Property: 12 Dooyork Crescent, Traralgon VIC 3844

Hilltop Conveyancing Services
Licensed Conveyancer
14B Hotham Street
TRARALGON VIC 3844
Tel: 03 5175 0773
Fax:

Ref: CF:GN:22430