

**Siham Elrayes**

## **Vendors Statement**

710 Nicholls Road, Mirboo North VIC 3871

## Vendor's Statement

Under section 32 of the *Sale of Land Act 1962 (Vic)*

**Vendor:** Siham Elrayes

**Property:** 710 Nicholls Road, Mirboo North VIC 3871

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### 1. Definitions

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In this Vendor's Statement:

**Certificate** means a certificate issued by the relevant Authority.

**Schedule** means a schedule or annexure to this Vendor's Statement.

**Vendor's Statement** means a statement in accordance with section 32 of the *Sale of Land Act 1962 (Vic)* which forms a part of this Contract of Sale, otherwise referred to as a Section 32.

In this Section 32, the checkboxes marked with a tick, or an "x" represents the vendor's responses to the matters referred to below. Any unmarked checkboxes are not included in this section 32.

### 2. Section 32A – Financial matters

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- 2.1 Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) is:

no more than

☐ \$3,000      ☐ \$5,000      ☐ Other, \$\_\_\_\_\_

as evidenced by the attached notices received by the Vendor.

OR

☒ contained in the attached Certificates.

- 2.2 ☒ To the best of the Vendor's knowledge, no Charge/s (whether registered or not) are imposed by or under any Act to secure an amount due under the Act, including the amount owing under the charge.

☐ Details of the charges are:

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- 2.3 This Contract is **not** a Terms Contract that requires the purchaser 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.

- 2.4 All Mortgages (whether registered or unregistered) **will be discharged** prior to or at Settlement.

- 2.5 The Land being sold:  
☒ is **not** land within the tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.  
☐ is land within the tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024. The entry date of the land is: [Insert date/ Not Applicable].
- 2.6 The AVPCC (within the meaning of the Commercial and Industrial Property Tax Reform Act 2024) most recently allocated to the land is: 117

### 3. *Section 32B – Insurance details*

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- 3.1 The risk in relation to the Property will remain with the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.
- 3.2 **Owner builder**  
☒ The residence on the land was **not** constructed by an **owner-builder** within the preceding 6 years and section 137B of the *Building Act 1993* does **not** apply to this Property.  
☐ The residence on the land **was** constructed by an **owner-builder** the details of which are attached in the following:  
(a) defects inspection report; and  
(b) domestic building insurance.

### 4. *Section 32C – Matters relating to land use*

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#### 4.1 **Easements, covenants or other similar restrictions**

A description of any easement, covenant or other similar restriction (**Encumbrances**) affecting the land is in the attached Certificates.

To the best of the Vendor's knowledge, there is:

- ☒ no existing failure to comply with the terms of any Encumbrances  
☐ a breach to the terms of the Encumbrances, the particulars of which are:

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To the best of the Vendor's knowledge,

- ☒ the Vendor is not aware of any unregistered Encumbrances and any existing failure to comply with same.  
☐ the Vendor is aware of unregistered Encumbrances and the particulars are:

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- ☐ no existing failure to comply with the unregistered Encumbrances.

#### 4.2 **Road access**

There:

- ☒ is access to the Property by road.  
☐ is no access to the Property by road.

**4.3 Designated bushfire prone area**

- ☒ The Land **is** in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.
- ☐ The Land is not in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

**4.4 Planning scheme**

Refer to the attached Certificate for the required information.

**5. Section 32D – Notices**

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**5.1 Notice, order, declaration, report or recommendation**

- ☒ To the best of the Vendor's knowledge, there are **no** 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, unless otherwise disclosed in the annexed searches.
- ☐ Refer to the attached Certificate for the required information.

**5.2 Agricultural chemicals**

To the best of the Vendor's knowledge, 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.

**5.3 Compulsory acquisition**

To the best of the Vendor's knowledge, 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 not applicable to this Property.
- ☐ are:

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**6. Section 32E – Building permits**

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- ☒ There are no building permits issued under the *Building Act 1993 (Vic)* that is applicable to this Property within the last seven (7) years.
- ☐ Refer to the attached Certificate for further details.

**7. Section 32F – Owners Corporation**

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- ☒ There is no owners corporation in relation to this Property.
- ☐ There is an/are owners corporation(s) in relation to this Property;
- ☐ but it is an **inactive** owners corporation.
- ☐ the details of which are contained in the attached Certificate(s). Regulation 12 Statement of Advice and Information for Prospective Purchasers and Lot Owners are also contained in Schedule 2 of this Vendor's Statement for the Purchaser's benefit.



## 8. *Section 32G – Growth Areas Infrastructure Contribution (GAIC)*

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- ☒ To the best of the Vendor's knowledge, the Property is **not** affected by a Growth Areas Infrastructure Contribution recording.
- ☐ Refer to the attached Certificate for further details.

## 9. *Section 32H – Services that are not connected*

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The Vendor discloses that the following services are:

- Electricity supply: ☐ Not connected
- Gas supply: ☒ Not connected
- Water supply: ☒ Not connected
- Sewerage supply: ☒ Not connected
- Telephone supply: ☒ Not connected

The Vendor will notify the relevant Authorities to disconnect services at Settlement. The Purchaser is responsible for the costs of connection or reconnection of the services.

## 10. *Section 32I – Evidence of title*

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The following Certificates and documents are attached which evidences the Vendor's ownership and legal entitlement to deal with the property:

- ☒ Title search for Certificate of Title Volume 12020 - Folio 423
- ☒ Copy of the plan PS820403

## 11. *Lease*

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- ☒ There are no tenants living at the Property and the Property will be sold as vacant possession.
- ☐ There are tenants living at the Property and a copy of the Lease is attached.

## 12. *Due diligence checklist*

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Schedule 1 is attached for the Purchaser's benefit.

## 13. *GST withholding notice*

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The Vendor discloses to the Purchaser that this sale is:

- ☐ a taxable withholding ☒ **not** a taxable withholding
- ☐ in full ☐ to an extent

Where this sale is a taxable withholding, margin scheme

- ☐ will be (7% of the Purchase Price to be withheld)
- ☐ will not be (1/11<sup>th</sup> of the Purchase Price to be withheld)

Used in making the taxable supply.

The Purchaser is:

- ☒ **not required** to make a withholding.
- ☐ required to make a withholding payment using the below details:

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of residential withholding payment: \$\_\_\_\_\_

Amount purchaser must pay: \$\_\_\_\_\_

Amount must be paid: ☐ at Settlement ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$\_\_\_\_\_

**DATE OF THIS STATEMENT:**

The 1 day of Aug 2025  
Signature

SIGNATURE OF THE VENDOR

\* If signing for a Company Vendor, please insert full name and title (e.g.: sole director, director / secretary)

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed the Contract for the purchase of the Property.

**DATE OF THIS ACKNOWLEDGEMENT:**

The       day of       20\_\_

SIGNATURE OF THE PURCHASER

\* If signing for a Company Purchaser, please insert full name and title (e.g.: sole director, director / secretary)

## SCHEDULE 1 – DUE DILIGENCE CHECKLIST

### 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](https://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.

## **SCHEDULE 2 – REGULATION 12 – STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS**

### **1.**

#### **What is an Owners Corporation?**

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of the lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

#### **How are decisions made by an Owners Corporation?**

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

#### **Owners Corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

#### **Lot entitlement and liability**

The plan of subdivision will also show your lot entitlement and liability. Lot entitlement represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is the owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

#### **Further information**

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

#### **Management of an Owners Corporation**

An owners corporation may be self managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECTS OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.**

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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 12020 FOLIO 423

Security no : 124126558456P

Produced 25/07/2025 03:56 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 820403E.

PARENT TITLES :

Volume 10084 Folio 091      Volume 10410 Folio 959

Created by instrument PS820403E 08/10/2018

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SIHAM ELRAYES of 710 NICHOLLS ROAD MIRBOO NORTH VIC 3871

AV975537K 19/08/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV975538H 19/08/2022

MONIR ELRAYES

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

AQ852442C 23/03/2018

DIAGRAM LOCATION

SEE PS820403E 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: 710 NICHOLLS ROAD MIRBOO NORTH VIC 3871

ADMINISTRATIVE NOTICES

NIL

eCT Control 18268D NOH LEGAL PTY LTD

Effective from 19/08/2022

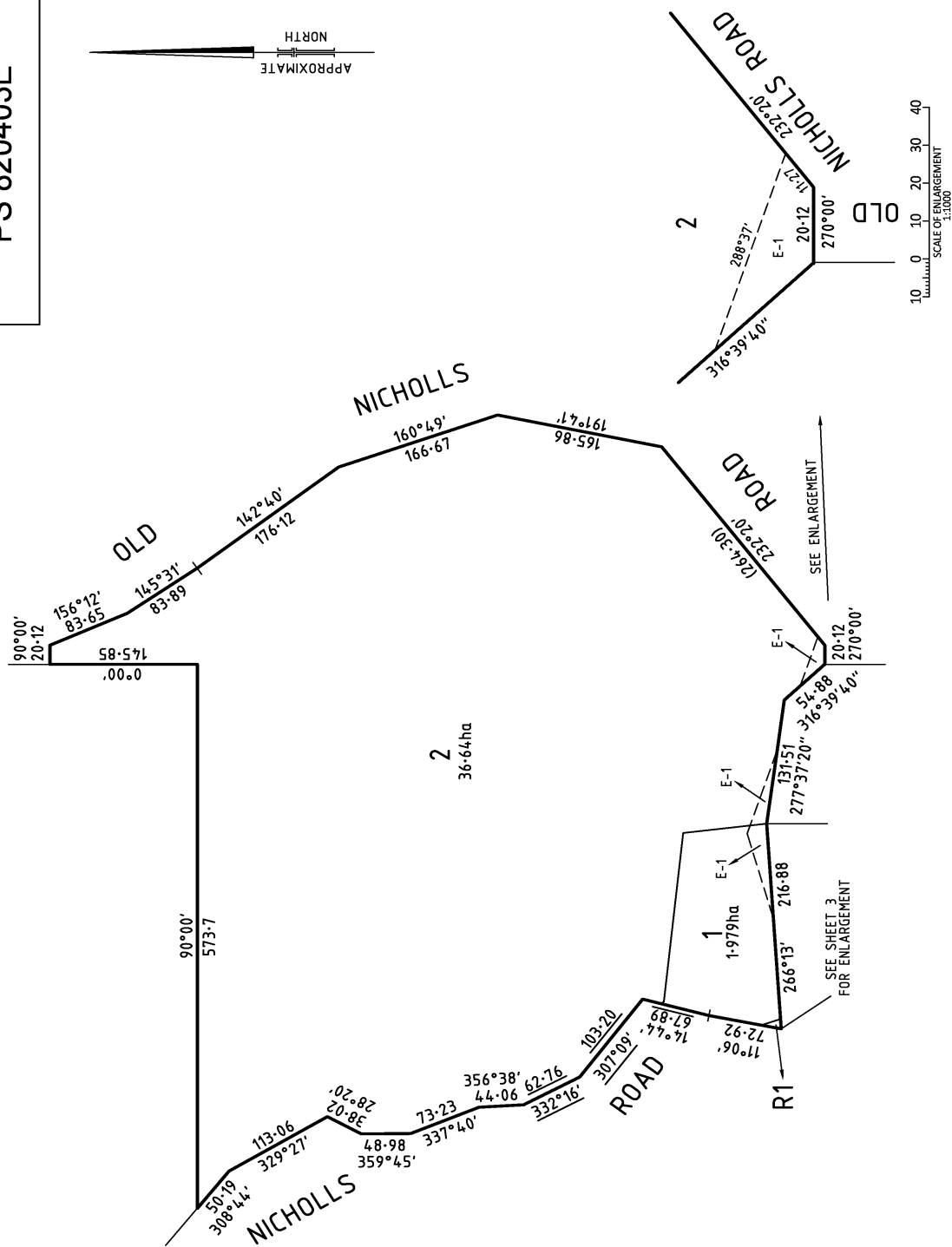
DOCUMENT END


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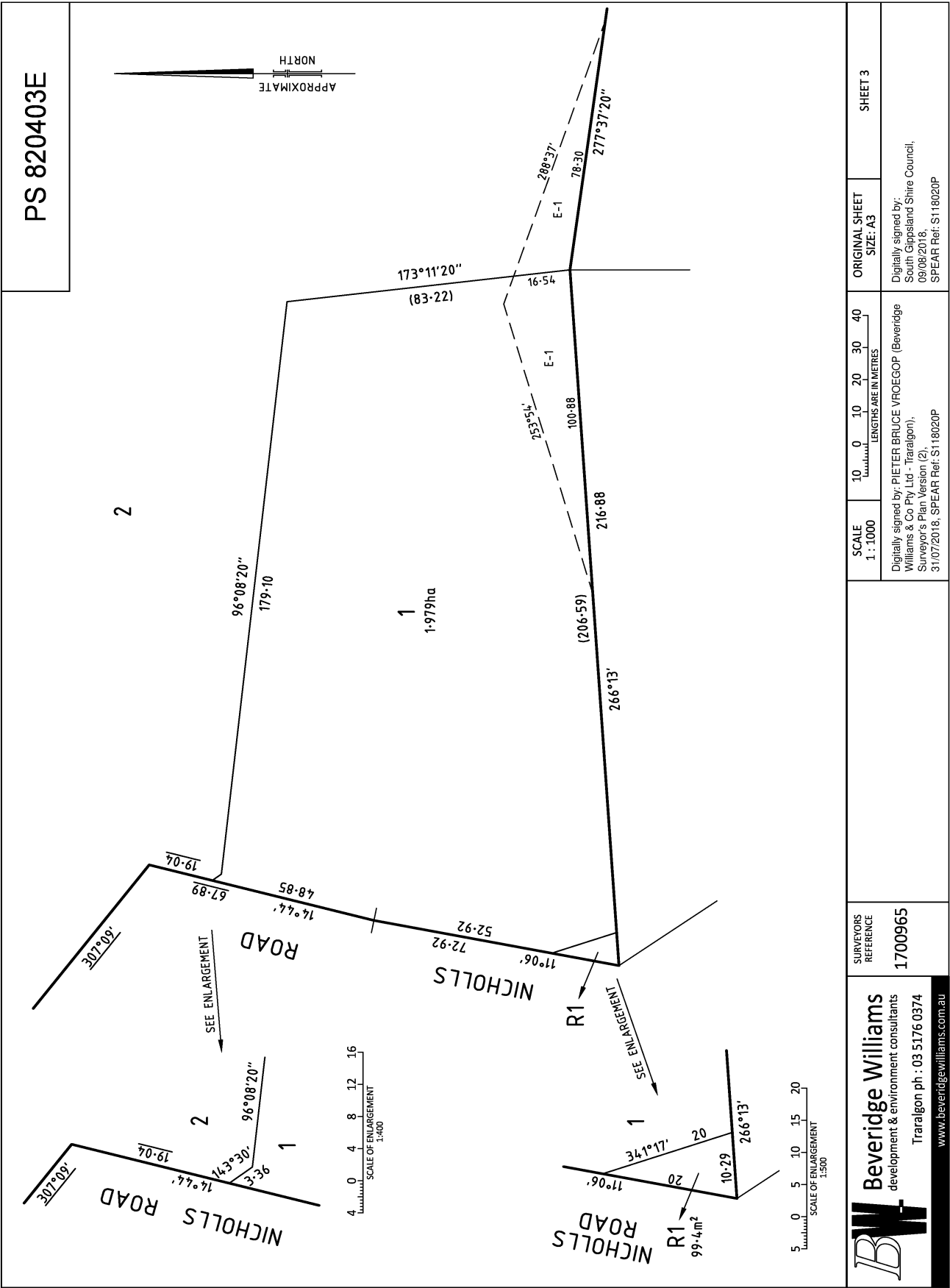
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PLAN OF SUBDIVISION		EDITION 1		PS 820403E	
<b>LOCATION OF LAND</b>  <b>PARISH:</b> MIRBOO <b>TOWNSHIP:</b> — <b>SECTION:</b> — <b>CROWN ALLOTMENT:</b> 45 (PART), 46 (PART), 47 (PART) & PART OF A FORMER GOVERNMENT ROAD  <b>CROWN PORTION:</b> — <b>TITLE REFERENCE:</b> VOL. 10084 FOL. 091 VOL. 10410 FOL. 959  <b>LAST PLAN REFERENCE:</b> LP115147 LOT 3 LP127622W LOT 1  <b>POSTAL ADDRESS:</b> 710 NICHOLLS ROAD, MIRBOO NORTH 3871 (at time of subdivision) 130 OLD NICHOLLS ROAD, MIRBOO NORTH 3  <b>MGA CO-ORDINATES:</b> E: 427 430 ZONE: 55 (of approx centre of land in plan) N: 5 746 400 GDA 94				Council Name: South Gippsland Shire Council  Council Reference Number: PS820403E Planning Permit Reference: 2017/244 SPEAR Reference Number: S118020P  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: Tanya Cooper for South Gippsland Shire Council on 09/08/2018	
VESTING OF ROADS AND/OR RESERVES				NOTATIONS	
IDENTIFIER		COUNCIL/BODY/PERSON			
ROAD R1		SOUTH GIPPSLAND SHIRE COUNCIL			
NOTATIONS				THE DIMENSIONS OF LOT 1, ROAD R1 AND SHOWN THUS <u>62.76</u> ARE THE RESULT OF THIS SURVEY.  THE AREA OF LOT 2 HAS BEEN OBTAINED BY DEDUCTION FROM TITLE.	
DEPTH LIMITATION: DOES NOT APPLY					
<b>SURVEY:</b> This plan is based on survey.  <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. 2017/244  This survey has been connected to permanent marks No(s). 68  In Proclaimed Survey Area No. —					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	TRANSMISSION OF ELECTRICITY POWERLINE	SEE DIAG.	LP 115147 THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000	LOTS ON LP11547 AUSNET ELECTRICITY SERVICES PTY LTD	
<b>Beveridge Williams</b> development & environment consultants Traralgon ph : 03 5176 0374 <a href="http://www.beveridgewilliams.com.au">www.beveridgewilliams.com.au</a>		SURVEYORS FILE REF: 1700965		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 3
		Digitally signed by: PIETER BRUCE VROEGOP (Beveridge Williams & Co Pty Ltd - Traralgon), Surveyor's Plan Version (2), 31/07/2018, SPEAR Ref: S118020P		PLAN REGISTERED TIME: 10:10am DATE: 08/10/18	
				B.J.S. Assistant Registrar of Titles	



 <b>Beveridge Williams</b> development & environment consultants  Traralgon ph : 03 5176 0374  <a href="http://www.beveridgewilliams.co.uk">www.beveridgewilliams.co.uk</a>	SURVEYORS REFERENCE  <b>1700965</b>											SCALE 1 : 4000	40 0 40 80 120 160 LENGTHS ARE IN METRES					ORIGINAL SHEET SIZE: A3	SHEET 2
		Digitally signed by: PIETER BRUCE VROEGOP (Beveridge Williams & Co Pty Ltd - Traralgon), Surveyor's Plan Version (2), 31/07/2018, SPEAR Ref: S118020P  Digitally signed by: South Gippsland Shire Council, 09/08/2018, SPEAR Ref: S118020P																	





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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



Lodged by Sam Carbone  
Name:

Phone: 03 566 84259

Address:

Reference: 7-639

Customer code: 143799

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

Land:(volume and folio)

VOLUME 10084 FOLIO 091 AND VOLUME 10410 FOLIO 959

Responsible authority:(full name and address, including postcode)

SOUTH GIPPSLAND SHIRE COUNCIL OF 9 SMITH STREET LEONGATHA VIC 3953

Section and act under which agreement is made:

SECTION 173 PLANNING & ENVIRONMENT ACT

A copy of the agreement is attached to this application:

Signing:

35271702A

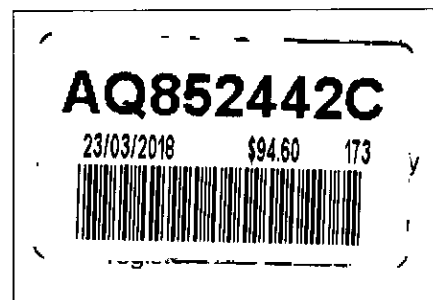
181PEA

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

**Application by a responsible authority for the  
making of a recording of an agreement**  
Section 181 Planning and Environment Act 1987



**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 ~~PAUL PELUSO~~ SOUTH GIPPSLAND SHIRE COUNCIL

Signer Name SAM JOSEPH CARBONE

Signer Organisation SAM J CARBONE

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature

Execution Date

16-3-2018

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35271702A

181PEA

Page 2 of 2

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

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

THIS AGREEMENT is made the 2<sup>nd</sup> day of March 2018

## PARTIES

1. **SOUTH GIPPSLAND SHIRE COUNCIL** of 9 Smith Street, Leongatha, Victoria ("Council").
2. **Paul Peluso** of 175 Old Nicholls Road Mirboo North Vic 3871 ("Owner")

**AQ852442C**

23/03/2018 \$94.60 173



## RECITALS

- A. The Owner is the registered proprietor of the 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 South Gippsland Shire Council;

"**Subject Land**" means the land situated at 710 Nicholls Road Mirboo North Vic 3871, 130 Old Nicholls Road Mirboo North Vic 3871 being the land referred to in Certificate of Title Volume 10084 Folio 091 and Volume 10410 Folio 959 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 2017 / 244 issued to the Owner by the Council;

**"Scheme"** means the South Gippsland 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:-

THAT the subject land shall not be further subdivided so as to increase the number of lots and no further dwelling be erected on the land.

### **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.

**AQ852442C**

23/03/2018 \$94.60 173



## **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 with notice) 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.

**AQ852442C**

23/03/2018

\$94.60

173



## **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 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 judgment or order obtained by either party against the other party will not in any way amount to a waiver of any of the rights or remedies of that party in relation to the terms of this Agreement.

## **9. SEVERABILITY**

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



## **10. GOVERNING LAW**

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

## **11. DISPUTES**

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

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

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

## **12. NO FETTERING OF RESPONSIBLE AUTHORITY'S POWERS**

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

**AQ852442C**

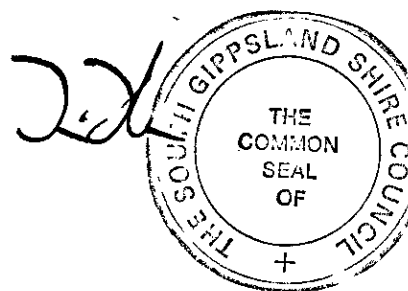
23/03/2018 \$94.60 173



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


**SIGNED SEALED AND DELIVERED** by  
Chief Executive Officer pursuant to the  
Delegation of the South Gippsland Shire  
Council made the 22 February 2017

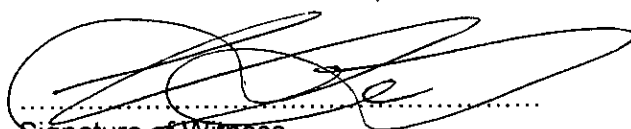
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**SIGNED** by (full name of person)

**PAUL PELUSO**  
in the presence of :

)   
)  
Signature of Owner



Signature of Witness

Print

Name: **Sam Joseph Carbone**  
95 Mirboo Nth Rd. Thorpdale Vic 3835  
An Australian Legal Practitioner  
within the meaning of the  
Legal Profession Uniform Law (Victoria)



# Land Information Certificate



South Gippsland  
Shire Council

**Assessment No:** 90157-2

**Certificate No** 32781  
**Date printed** 28 July 2025  
**Enquiries** 03 5662 9878

**Applicants Ref** 77556573-014-2  
**Receipt No**  
**Fee** \$30.60

Landata  
2MQ, Level 13  
697 Collins Street  
Docklands VIC 3008

<b>Property Owner</b>	S Elrayes
<b>Property Address</b>	710 Nicholls Road Mirboo North VIC 3871
<b>Property Description</b>	L1 PS820403E Parish of Mirboo
<b>Land Use</b>	117 Residential Rural/Rural Lifestyle
<b>Land Area</b>	1.979H

**Valuation effective date 1 July 2025**  
**Level of value date 1 January 2025**

Site Value	Capital Improved Value	Net Annual Value
\$375,000	\$630,000	\$31,500

***Rates & Charges for the period ending 30 June 2026***

<b>Arrears brought forward</b>	
General Rates	0.00
Interest	0.00
Legal Fees	0.00
<b>Current Charges</b>	
General Rates	2,021.25
Emergency Services and Volunteers Fund	244.95
Pension/ESVF Concession/TFN Rebate	0.00
<b>Total Current</b>	<b>2,266.20</b>
<b>Other Current Charges</b>	
Current Interest	0.00
Legal Fees	0.00
<b>Special Rates &amp; Charges</b>	<b>0.00</b>
Payments	0.00
<b>Total Balance</b>	<b>\$2,266.20</b>

**Please contact us for an updated balance prior to Settlement.**

**Payment method:**

Bpay – Biller Code **35097** Customer Reference No: **000000000901572**  
ABN: 67 816 770 786 GST Exempt

# Land Information Certificate

Details of all rates and charges are for the period ending 30/06/26. Rates (except instalments) are due and payable on or before 15/02/26. Interest is charged at 10% on all lump sum overdue rates and charges and overdue instalments, backdated to the date on which the instalment was due.

NOTE: In accordance with section 175(1), Local Government Act 2020 the purchaser must pay all rates and charges overdue at the time that person becomes the owner of the land.

## NOTICES, ORDERS, OUTSTANDING OR POTENTIAL/SUBDIVISIONAL REQUIREMENT

- There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for the land to become rateable under Section 173 or 174A of the local Government Act 1989.
- There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to council for recreational purposes under section 18, Subdivision of Land act 1988 or the Local Government Act 1958.
- There are no notices or orders on the land that have been served by council under the Local Government Act 1958, Local Government Act 2020, any other act or regulation, under a Local Law of the Council, which have a continuing application as at the date of this certificate.
- If a bin has been supplied, it MUST remain at the property. If the Vendor has removed the bin and the Purchaser requests a replacement bin, a fee may apply.
- A flood level has not been determined by council under the Victorian Building Regulations.
- This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service from the council or the relevant authority. A fee may be charged for such information.
- Properties not connected to town sewer will have an on-site wastewater system (septic tank or treatment plant). The property owner / occupier is required to service and maintain the wastewater system in accordance with the original permit conditions. Please contact Council's Environmental Health Unit on 5662 9262 for further details.
- This certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council.
- Potential purchasers need to ensure that the land is not a fire risk under the Emergency Services and Volunteers Fund Act 2012 or under a Local Law or by the law of the council.
- There is not any environmental upgrade charge in relation to the land which is owed under Section 181C of the Act.
- All payments are subject to bank clearance.

I hereby certify that as at the date of issue, the information given in the certificate is a true and correct disclosure of the rates and other monies and interest payable to the South Gippsland Shire Council together with any notices or orders referred to in this certificate.



Authorised by: Rachel De Luca  
Rates & Valuations Officer

Date: 28-Jul-2025



# Property Clearance Certificate

## Land Tax



INFOTRACK / LEAD CONVEYANCING

Your Reference:	80585: M-SN-ELR01-80585 (L)
Certificate No:	92440311
Issue Date:	25 JUL 2025
Enquiries:	ESYSPROD

Land Address: 710 NICHOLLS ROAD MIRBOO NORTH VIC 3871

Land Id	Lot	Plan	Volume	Folio	Tax Payable
3889502	1	820403	12020	423	\$0.00

Vendor: SIHAM ELRAYES  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
SIHAM ELRAYES	2025	\$400,000	\$0.00	\$0.00

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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$660,000
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SITE VALUE (SV):	\$400,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
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# Notes to Certificate - Land Tax

Certificate No: 92440311

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,650.00

Taxable Value = \$400,000

Calculated as \$1,350 plus ( \$400,000 - \$300,000) multiplied by 0.300 cents.

### VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,600.00

Taxable Value = \$660,000

Calculated as \$660,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 92440311

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 92440311

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / LEAD CONVEYANCING

Your Reference:	80585: M-SN-ELR01-80585 (LEAD
Certificate No:	92440311
Issue Date:	25 JUL 2025
Enquires:	ESYSPROD

Land Address: 710 NICHOLLS ROAD MIRBOO NORTH VIC 3871

Land Id	Lot	Plan	Volume	Folio	Tax Payable
3889502	1	820403	12020	423	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
117	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$660,000
SITE VALUE:	\$400,000
CURRENT CIPT CHARGE:	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92440311

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## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

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

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / LEAD CONVEYANCING

Your	80585: M-SN-ELR01-80585
Reference:	(LEAD
Certificate No:	92440311
Issue Date:	25 JUL 2025

Land Address: 710 NICHOLLS ROAD MIRBOO NORTH VIC 3871

Lot	Plan	Volume	Folio
1	820403	12020	423

Vendor: SIHAM ELRAYES  
Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00



# Notes to Certificate - Windfall Gains Tax

Certificate No: 92440311

## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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



## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p> <div><div><p>Biller Code: 416073 Ref: 92440312</p></div></div> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p> <div><div><p>Ref: 92440312</p></div></div> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Lead Conveyancing C/- InfoTrack (ActionStep)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 569390

NO PROPOSALS. As at the 25th July 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

710 NICHOLLS ROAD, MIRBOO NORTH 3871  
SHIRE OF SOUTH GIPPSLAND

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 25th July 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 77556573 - 77556573164740 '569390'**

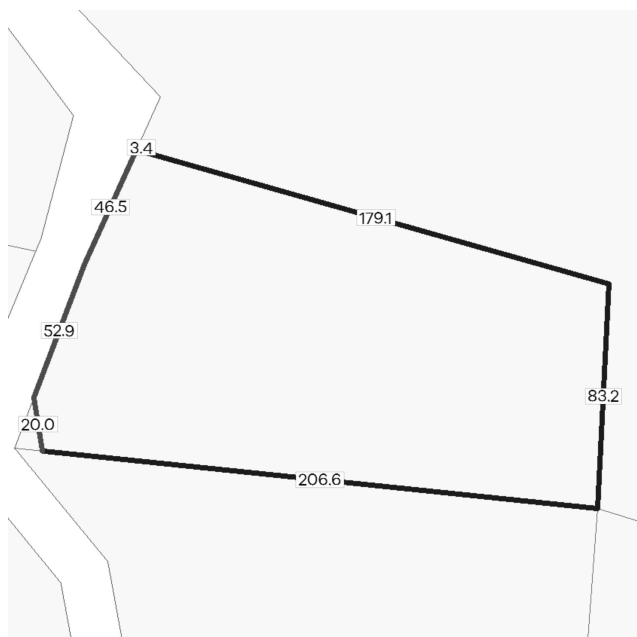
## PROPERTY DETAILS

Address: **710 NICHOLLS ROAD MIRBOO NORTH 3871**  
Lot and Plan Number: **Lot 1 PS820403**  
Standard Parcel Identifier (SPI): **1\PS820403**  
Local Government Area (Council): **SOUTH GIPPSLAND**  
Council Property Number: **203921**  
Directory Reference: **Vicroads 97 D8**

[www.southgippsland.vic.gov.au](http://www.southgippsland.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 19796 sq. m (1.98 ha)

**Perimeter:** 594 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 [Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **GIPPSLAND SOUTH**

## PLANNING INFORMATION

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

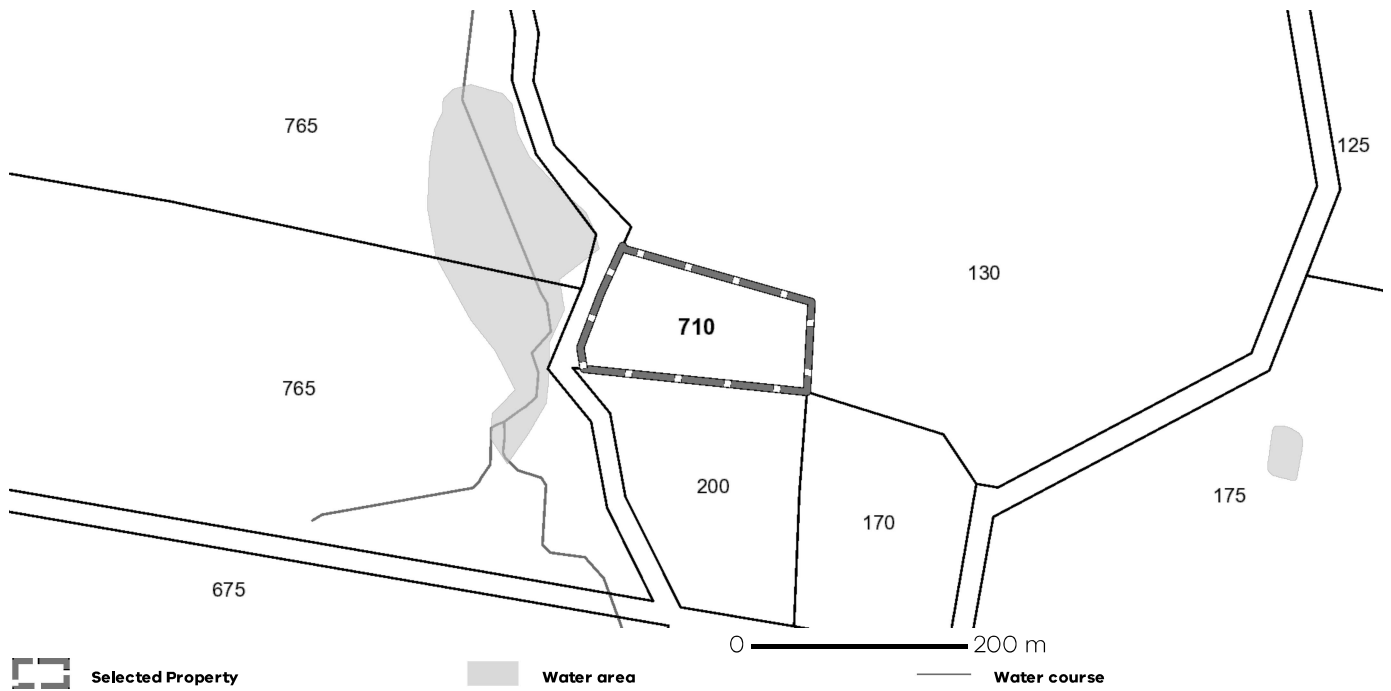
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 04 August 2025 10:15 AM

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[Planning Scheme - South Gippsland](#)

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

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
 Legislative Assembly: **GIPPSLAND SOUTH**  
 OTHER  
 Registered Aboriginal Party: **Gunaikurnai Land and Waters**  
**Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

[FARMING ZONE \(FZ\)](#)

[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)



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

## Planning Overlays

### EROSION MANAGEMENT OVERLAY (EMO)

#### EROSION MANAGEMENT OVERLAY - SCHEDULE 1 (EMO1)



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

### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

#### ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 2 (ESO2)



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 1 August 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.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 in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.**

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

## Extract of EPA Priority Site Register

Page 1 of 1

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 710 NICHOLLS ROAD

SUBURB: MIRBOO NORTH

MUNICIPALITY: SOUTH GIPPSLAND

MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 97 Reference D8

DATE OF SEARCH: 25th July 2025

### ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference (Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>