

SPECIAL CONDITIONS

The following condition is part of the contract to which this Vendors Statement is annexed and subsequently entered into between the Vendor and any Purchaser. The condition shall take effect as a Special Condition notwithstanding any conflicting General Conditions set out in or incorporated by reference to the Contract

1. CONDITION FOR TRANSFER OF A WATER SHARE

- (a) Included in this sale is the Vendor's right ('the water entitlement') to take up to 6 megalitres of water annually from Lower Murray Water ('the Water Authority').
- (b) The purchase price is apportioned as follows:

The water entitlement, 6 megs @ \$4,200.00 per megalitre	\$25,200.00
Land and permanent improvements	\$
- (c) The expression 'the water entitlement' includes the Vendors water share delivery share and water use license together with carryover water for the year ended on the immediately preceding 30th June ('carryover allocation'), water allocated to the Vendors at the date hereof ('advance allocation(s)') and allocations made after the date hereof ('seasonal allocations').
- (d)
 - (i) The Vendor is under no obligation to disclose further information relating to his water entitlement other than is contained in this contract including any disclosure of allocations made after the date hereof. The Purchaser acknowledges that he shall rely on his own enquiries directed to the Water Authority concerning the Vendor's water entitlement.
 - (ii) The Vendor consents to the Water Authority disclosing to the Purchaser the information it has relating to the Vendor's water entitlement.
- (e) The Purchaser acknowledges that the delivery of water to the property of any volume and at any time is not assured and depends on a decision in that regard by the Water Authority.
- (f) The Vendor shall within seven days of:
 - (i) the date of this Contract, provide the Purchaser with a copy of his water share record (unless it is included in the Vendor's Statement) and an application ('the Application') to transfer his water share;
 - (ii) receipt from the Purchaser of the Application, lodge the Application with the Water Authority provide the required proof of the Vendor's identity and pay the fee on the Application; and
 - (iii) receipt from the Water Authority of the Transfer of Water Share, deliver it to the Purchaser or his solicitor the same to be held or controlled on the Vendor's behalf and returnable on demand to the vendor.
- (g) The Purchaser shall within seven days of:

- (i) receiving the Application from the Vendor, complete sign and return it to the Vendor or his solicitor; and
 - (ii) receiving the Transfer of Water Share from the Vendor, sign and return it to the Vendor or his solicitor.
- (h) Both parties shall use their best endeavors to have the Application expeditiously considered by the Water Authority.
- (i) The settlement date shall be the later of the settlement date provided on the Particulars of Sale or the 7th day after the Vendors notifies the Purchaser that the Transfer of Water Share has been duly executed by both parties and that he is able to pass the legal title to the Water Share to the Purchaser subject to registration. If the Vendor gives to the Purchaser a document (other than the Transfer) that needs to be lodged for registration before the Transfer the Vendor must pay the registration fee on the document. If registration is not effected within two months of the date of approval by the Water Authority of the application any further application for the transfer of the water share shall be at the cost in all respects of the Purchaser.
- (j) If the Purchaser desires to obtain any of the Vendor's carryover allocation, advance allocation or any seasonal allocation he shall submit for each allocation included in this sale the Application to Trade Water to the Vendor who will promptly sign and return it to the Purchaser. The Application will be made by the Purchaser at his cost and the parties shall use their best endeavors to have any such application considered expeditiously by the Water Authority.
- (k) The Vendor further agrees that:
 - (i) he will not after the date hereof deal in any way with the water entitlement which is inconsistent with his obligations hereunder.
 - (ii) until the transfer of the water share to the Purchaser is recorded in the Water Register he will from the settlement date hold the water entitlement on behalf of the Purchaser.
- (l) Both parties confirm that the provisions relating to the Vendor's water entitlement will not merge on settlement but will continue to bind them until fully performed.
- (m) If the Water Authority requires the installation of any or any extra water meter or flow control valve the Purchaser shall be responsible for such installation at his own cost.

The Guarantee referred to in General Condition 20 shall be in the form set out hereunder.

(hereinafter called "the Guarantors") in consideration of the within named Vendor selling to the within named Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit residue of purchase money interest or other monies which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the within Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or by time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

SIGNED SEALED AND DELIVERED by _____)
 _____)
 in the presence of: _____)

SIGNED SEALED AND DELIVERED by _____)
 _____)
 in the presence of: _____)

**VENDOR'S STATEMENT PURSUANT TO SECTION 32
OF THE SALE OF LAND ACT 1962**

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

VENDOR **DIMITRIOS PETIKOPOULOS and FOTINI PETIKOPOULOS**

PROPERTY **359 Shaggy Ridge Road, Robinvale
(Lot 1 on Plan of Subdivision 531325J Parish of Bumbang being the land more particularly
described in Certificate of Title Volume 10995 Folio 447)**

1. FINANCIAL MATTERS

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

(a) Their amounts are as follows:

Authority	Amount	Interest (if any)
Swan Hill Rural City Council - per annum 2018/19	1,556.70	
Lower Murray Water - per qtr 2018/19 - Rural	214.25	

(b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:

- (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
- (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

Nil.

1.3 Terms Contract – This section 1.3 only applies if the vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

1.4 Sale Subject to Mortgage This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

2. INSURANCE

- 2.1 **Damage and Destruction** - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:

Not applicable.

- 2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:

Not applicable.

3. LAND USE

- 3.1 **Easements, Covenants or Other Similar Restrictions** affecting the land (whether registered or unregistered):

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

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

- 3.2 **Road Access** - there is access to the property by road.

- 3.3 **Designated Bushfire Prone Area** - the land is in a bushfire prone area under section 192A of the *Building Act 1993*.

- 3.4 **Planning Scheme** - information concerning the planning scheme is contained in the attached certificate.

4. NOTICES

- 4.1 **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 particulars are as follows:

Nil.

- 4.2 **Livestock Disease or Contamination by Agricultural Chemicals** - particulars of any 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 are as follows:

Nil.

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

Nil.

5. BUILDING PERMITS

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

6. OWNERS CORPORATION

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

The land is not affected by the GAIC. There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*), certificate or notice relating to the GAIC applicable to the land.

8. NON-CONNECTED SERVICES

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

(a) gas supply

9. TITLE

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

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

11. DUE DILIGENCE CHECKLIST

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

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

Date of this Statement:

Signatures of the vendor:
Dimitrios Petikopoulos

.....
Fotini Petikopoulos

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

Date of this Acknowledgment: / /

Signature of the purchaser:

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

VOLUME 10995 FOLIO 447

Security no : 124078186308L

Produced 02/07/2019 10:53 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 531325J.
PARENT TITLE Volume 09150 Folio 336
Created by instrument PS531325J 28/02/2007

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

DIMITRIOS PETIKOPOULOS

FOTINI PETIKOPOULOS both of 359 SHAGGY RIDGE ROAD ROBINVALE VIC 3549

PS531325J 28/02/2007

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987

AD909664H 30/09/2005

DIAGRAM LOCATION

SEE PS531325J 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: 359 SHAGGY RIDGE ROAD ROBINVALE VIC 3549

DOCUMENT END

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PLAN OF SUBDIVISION		STAGE NO. —	LTO use only EDITION 1	Plan Number PS 531325 J
Location of Land Parish: BUMBANG Township: Section: E Crown Allotment: 35 Crown Portion: IN THE MALLEE COUNTRY FOR THE PURPOSES OF THE LAND ACT. LTO Base Record: VICMAP DIGITAL PROPERTY Title Reference: VOL 9150 FOL.336 Last Plan Reference: TP 310552S Postal Address: SHAGGY RIDGE ROAD (at time of subdivision) ROBINVALE MGA Co-ordinates (of approx. centre of land in plan) E 659740 N 6162800 Zone 54		Council Certificate and Endorsement Council Name: SWAN HILL RURAL CITY COUNCIL Ref. 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 — / — / — 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage — Council delegate Council seal Date 13 / 10 / 06 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date — / — / —		
Vesting of Roads and/or Reserves				
Identifier	Council/Body/Person			
NIL	NIL			
Notations Staging This is not a staged subdivision Planning Permit No. 04/100 Depth Limitation 15m BELOW THE SURFACE				
LOT 1 IS THE RESULT OF THIS SURVEY AREA OF LOT 2 HAS BEEN OBTAINED BY DEDUCTION FROM TITLE				
Survey This plan is based on survey This survey has been connected to permanent marks no(s) 62 & 67 in Proclaimed Survey Area No.				
Easement Information				LTO use only
Legend E-Encumbering Easement or Condition in the Nature of an Easement A-Appurtenant Easement R-Encumbering Easement (Road)				Statement of Compliance/Exemption Statement Received <input checked="" type="checkbox"/> Date 14 / 2 / 2007
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	WATER SUPPLY & DRAINAGE	6.04	CROWN GRANT VOL 9150 FOL 336	S.R & W.S.C.
E-2,E-4	WATER SUPPLY & DRAINAGE	4.02	CROWN GRANT VOL 9150 FOL 336	S.R & W.S.C.
E-3,E-4	WATER SUPPLY	3	THIS PLAN	LOT 1 IN THIS PLAN
 Price Merrett Consulting CONSULTING SURVEYORS, ENGINEERS, IRRIGATION DESIGNERS PO BOX 1172 SWAN HILL 3585 PH (03) 5032 3685 FAX (03) 5032 2472				LTO use only PLAN REGISTERED TIME 9:15 AM DATE 28 / 2 / 2007 L. White Assistant Registrar of Titles Sheet 1 of 2 Sheets
LICENSED SURVEYOR (PRINT) PHILIP RAYMOND PRICE SIGNATURE <i>Philip Price</i> DATE 01/10/2004 REF F4855 VERSION 1				DATE 13 / 10 / 06 COUNCIL DELEGATE SIGNATURE Original sheet size A3

[illegible]



Form 13



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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Brian V. O'Haire Lawyer

Phone: (03) 5026 1980



Address: 15-17 Perrin Street, Robinvale 3549

Ref: BVO Customer Code: 3709H

The 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
for the land.

Land: *Certificate of Title Volume 9150 Folio 336*

Authority: *Swan Hill Rural City Council of 45 Splatt Street, Swan Hill, Vic., 3585*

Section and Act under which agreement made: *Section 173*

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: *J. M. L.*
CHIEF EXECUTIVE OFFICER

Date: *23/9/2005*

GAB 30-9-05

Section 173 Agreement

AD909664H

30/09/2005 \$97.30 173



THIS AGREEMENT is made the *FIFTH* day of *OCTOBER* 2004
BETWEEN:

THE MAYOR COUNCILLORS AND CITIZENS OF
THE SWAN HILL RURAL CITY COUNCIL ("the Council")

of the first part

- and -

DIMITRIOS PETIKOPOULOS and FOTINI PETIKOPOULOS

of 359 Shaggy Ridge Road Robinvale ("the Owner")

of the second part

WHEREAS:

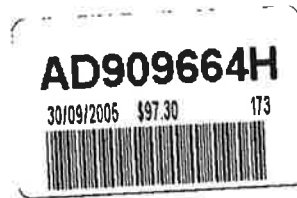
- a. The Owner is registered or entitled to be registered as the proprietor of the land being Crown Allotment 35 Section E Parish of Bumbang being 359 Shaggy Ridge Road Robinvale and contained in the Plan of Subdivision attached hereto and marked "A" ("the said plan").
- b. The owner made application to the Council in Application No. 04/100 for a planning permit to subdivide the land in accordance with the said plan.
- c. The Council as the responsible authority under the Swan Hill Rural City Council planning scheme determined the application by issuing Planning Permit No. 04/100 of a two lot subdivision in accordance with the said plan subject to nine conditions.
- d. Condition 6 of Planning Permit No. 04/100 provides



DAD909664H-2-3

- "6. The Swan Hill Rural City Council requires the following, pursuant to the Planning and Environment Act 1987 and the owner agrees: -
- a. That the owner enter into an agreement with the Responsible Authority under Section 173(2).
 - b. As per Section 174 (1), that the agreement be under seal and must bind the owner to the following covenant which also must be specified in the agreements:-
 - i. The land must not be further subdivided so as to increase the number of lots.
 - ii. The applicant/owner acknowledges the existing dwelling is located within an agricultural area and from time to time rural activities on nearby land may adversely affect the residential amenity of this dwelling and it's surrounds.
 - iii. No dwelling is to be constructed on the residual farm lot.
 - iv. To pay forthwith upon demand the Municipality's proper costs and expenses (including legal expenses) of and incidental to:-
 - preparation and processing of the agreement documents and the said registration of this agreement.
 - c. That the Responsible Authority carry out the matters for Registration of Agreement on title as per Section 181 (1-5)"
 - e. The parties hereto have agreed that without restricting or limiting their respective powers to enter into this Agreement in so far as it can be treated shall be an Agreement pursuant to Section 173 of the Planning and Environment Act 1987.





NOW THIS AGREEMENT WITNESSETH: -

1. The Owner with the intent that his covenants as contained in this Agreement shall run with the land HEREBY COVENANTS AND AGREES that he will:-
 - (a) forthwith upon the execution of this Agreement subdivide the land in accordance with Planning Permit No. 04/100;
 - (b) acknowledges the land must not be further subdivided so as to increase the number of lots;
 - (c) prepare all necessary Plans of Subdivision and submit the same to Council for sealing and lodge the said plans in the Land Titles Office with the appropriate application and properly attend to all and any Land Titles Office requisitions in respect of the same and do all things necessary to ensure that the land is subdivided in accordance with the provisions hereof.
2. It is agreed by and between the parties that the burden of the covenants of the Owner herein shall run with the land and the Council shall have the power to enforce the covenants against any person or persons deriving title from the Owner whether as Owner of the whole or part of the land.
3. The Owner agrees to do all things necessary to enable the Council to enter a Memorandum of this Agreement on the Certificates of Title to the land in accordance with Section 181 of the Planning and Environment Act 1987 including the signing of any further agreement, acknowledgement or document to enable the said Memorandum to be registered under that section.



AD909664H

30/09/2006 \$97.30 173



4. The Owner HEREBY COVENANTS AND AGREES to do all things necessary including the signing of such further agreements undertakings covenants consents approvals or other documents necessary for the purpose of ensuring that he carries out the covenants agreements and obligations hereunder and to enable the Council to enforce the performance by the Owner of such covenants agreements and undertakings.
5. The Owner agrees to pay to the Council on demand the Council's proper costs and expenses including legal expenses of and incidental to the preparation and processing of the Agreement documents and the registration of this Agreement.
6. Council agrees to carry out the matters for registration of the Agreement pursuant to Section 181 (1-5) of the Planning and Environment Act 1987.
7. In the event that Planning Permit No. 04/100 expires under the Act this Agreement shall thereupon lapse and determine.
8. Any time or other indulgence granted by Council to the Owner or any variation of the terms or conditions of this Agreement or any judgement or order obtained by either party against the other will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.



DAD909664H-5-8

9. If any provision of this Agreement is not valid it will not affect the validity of the other provisions of this Agreement but shall be read down or severed so as to leave the other provisions of this Agreement in effect.

IN WITNESS HEREOF the parties have set their hands and seals the day and year first herein before written.

THE COMMON SEAL of)

SWAN HILL RURAL CITY)

COUNCIL was affixed hereto)

by authority of the Council in)

the presence of:)

[Signature] Councillor

[Signature] Councillor

[Signature] Chief Executive Officer

Full Name: JOHN R. WIGGS

SIGNED by the said)

DIMITRIOS PETIKOPOULOS)

in the presence of:)

[Signature]

SIGNED by the said)

FOTINI PETIKOPOULOS)

in the presence of:)

[Signature]



[Signature]
Dimitrios

[Signature]
Fotini

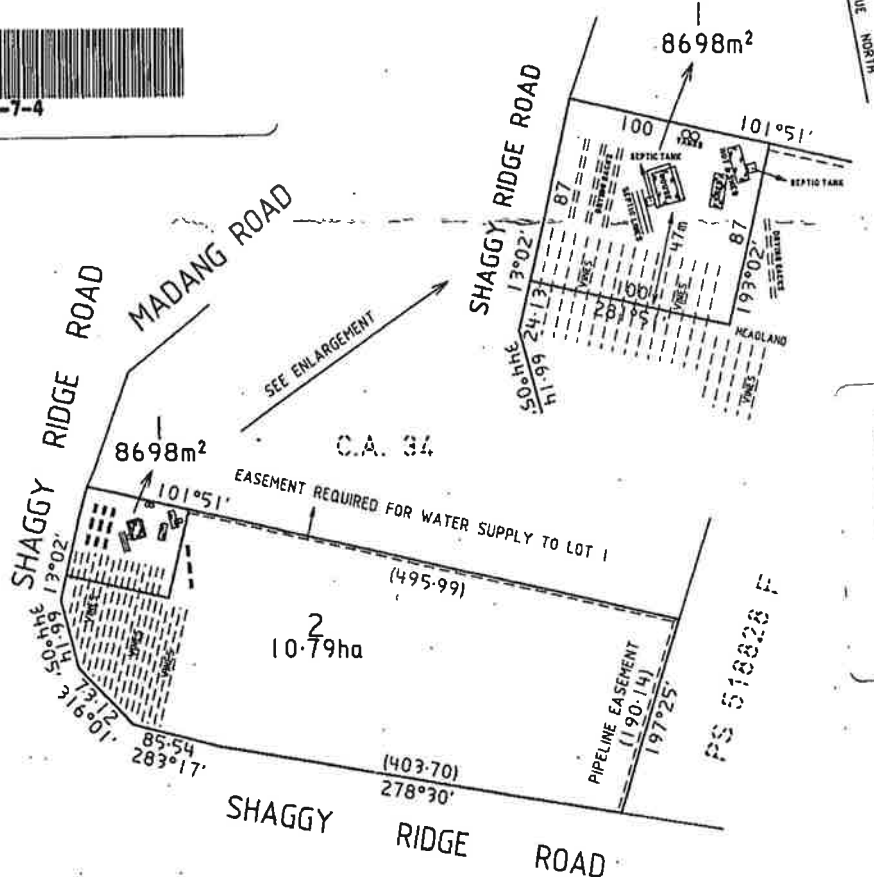
PLAN OF PROPOSED SUBDIVISION CROWN ALLOTMENT 35 SECTION E PARISH OF BUMBANG

SCALE 1:4000
DATE 25/06/2004

ENLARGEMENT
SCALE 1:2000



DAD909664H-7-4



AD909664H
30/09/2005 \$97.30

NOTES

1. PLAN IS SUBJECT TO APPROVAL OF STATUTORY AUTHORITIES
2. PLAN IS SUBJECT TO FINAL SURVEY:
3. DIMENSIONS ARE APPROXIMATE ONLY



Price Merrett Consulting

CONSULTING SURVEYORS, ENGINEERS, IRRIGATION DESIGNERS

PO BOX 1172 SWAN HILL 3585
PH (03) 5032 3685 FAX (03) 5032 2472

REF. NO. F485

APPROVED PLAN	
PLANNING & ENVIRONMENT ACT	
SWAN HILL PLANNING SCHEME	
SHEET 1 OF 1	PERMIT NO. 18-8-04
Signature for the Responsible Authority	DATE 18-8-04

COPY OF RECORD IN THE VICTORIAN WATER REGISTER

WATER SHARE

Water Act 1989

The information in this copy of record is as recorded at the time of printing. Current information should be obtained by a search of the register. The State of Victoria does not warrant the accuracy or completeness of this information and accepts no responsibility for any subsequent release, publication or reproduction of this information.

Water Share Description

Status	Active
Volume	6.0 megalitres
Water authority	Lower Murray Water
Water system source	Murray
Water system type	Regulated
Reliability class	High
Trading zone source	7 VIC Murray - Barmah to SA
Trading zone use	7 VIC Murray - Barmah to SA
Delivery system	Robinvale Irrigation District
Tenure	Ongoing
Tradability	Tradable
Carryover allowed	Yes

Water Share Owner(s)

Joint owner 1 of 1

DIMITRIOS PETIKOPOULOS of PO BOX 223 ROBINVALE VIC 3549
WEI036242 Lodged on : 01 Jul 2007 Recorded on : 01 Jul 2007

FOTINI PETIKOPOULOS of PO BOX 223 ROBINVALE VIC 3549
WEI036242 Lodged on : 01 Jul 2007 Recorded on : 01 Jul 2007

Current Year Allocation

Carryover at 1 July:	5.700 ML
Seasonal allocation since 1 July:	0.120 ML
Total allocation to date:	5.820 ML
Possible future allocation to 30 June:	5.880 ML

Spillable Account Details

Low risk of spill declaration:	Jul 1 2019
Volume spilled:	0.000 ML
Current volume subject to above entitlement storage fee:	0.000 ML
Maximum volume subject to above entitlement storage fee:	5.700 ML

Water Share Association

Water use reference(s)

<i>Water use ID</i>	<i>Status</i>	<i>Type</i>	<i>Annual use limit (ML)</i>
WUR004984	Active	Use registration	6.0

Land description

Volume 10995 Folio 447
Lot 1 of Plan PS531325J

Recorded Interests

Mortgage

<i>Priority</i>	<i>Reference</i>	<i>Recorded date</i>	<i>Mortgagee</i>
Nil			

Limited term transfer

<i>Reference</i>	<i>Start date</i>	<i>End date</i>	<i>Trading zone use</i>	<i>Delivery system</i>	<i>Water-use licence</i>	<i>Water authority</i>
Nil						

Notifications

<i>Reference</i>	<i>Recorded date</i>	<i>Notification details</i>
Nil		

Application History

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
WEI036242	Issue	Recorded	01 Jul 2007	01 Jul 2007	01 Jul 2007

END OF COPY OF RECORD

Property Report from www.land.vic.gov.au on 02 July 2019 10:52 AM

Address: 359 SHAGGY RIDGE ROAD ROBINVALE 3549

Lot and Plan Number: Lot 1 PS531325

Standard Parcel Identifier (SPI): 1\PS531325

Local Government (Council): SWAN HILL **Council Property Number:** 5485

Directory Reference: VicRoads 7 D4

This property is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MILDURA

Utilities

Rural Water Corporation: Lower Murray Water

Urban Water Corporation: Lower Murray Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: FARMING ZONE (FZ)

SCHEDULE TO THE FARMING ZONE (FZ)

Planning Overlay: None

Planning scheme data last updated on 26 June 2019.

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 [Planning Schemes Online](#)

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](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

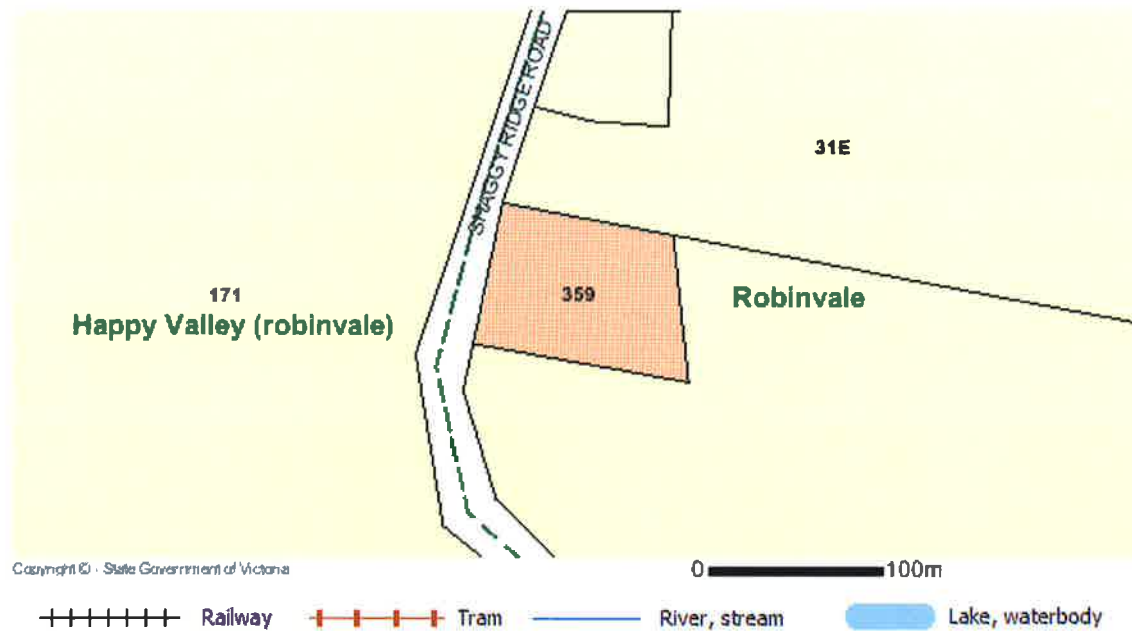
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Area Map



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From www.planning.vic.gov.au on 02 July 2019 10:52 AM

PROPERTY DETAILS

Address: 359 SHAGGY RIDGE ROAD ROBINVALE 3549
Lot and Plan Number: Lot 1 PS531325
Standard Parcel Identifier (SPI): 1\PS531325
Local Government Area (Council): SWAN HILL
Council Property Number: 5485
Planning Scheme: Swan Hill
Directory Reference: VicRoads 7 D4

www.swanhill.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/swanhill

UTILITIES

Rural Water Corporation: Lower Murray Water
Urban Water Corporation: Lower Murray Water
Melbourne Water: outside drainage boundary
Power Distributor: POWERCOR

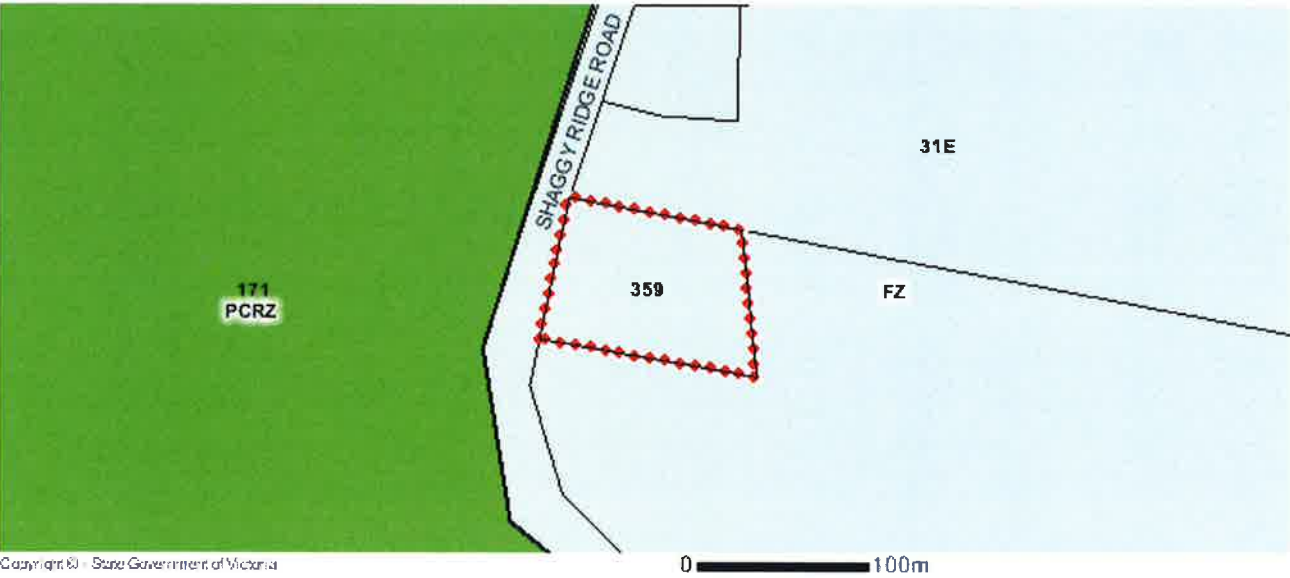
STATE ELECTORATES

Legislative Council: NORTHERN VICTORIA
Legislative Assembly: MILDURA

Planning Zones

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

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

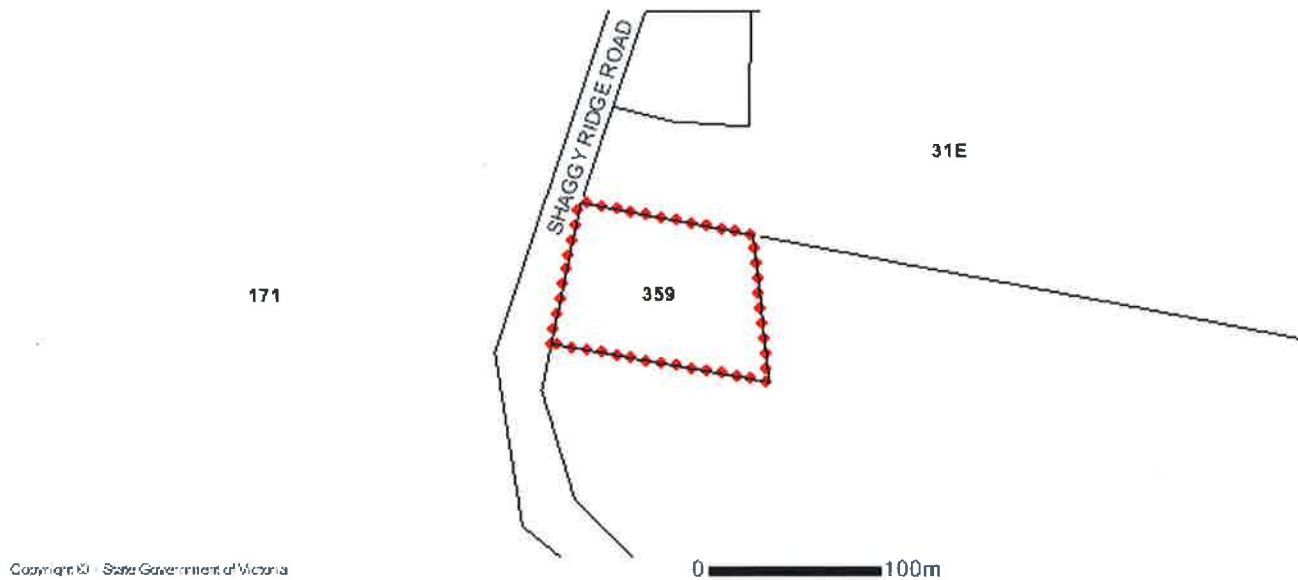


 FZ - Farming  PCRZ - Public Conservation & Resource

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

Planning Overlay

None affecting this land



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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 26 June 2019.

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 <http://mapshare.maps.vic.gov.au/vicplan>

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

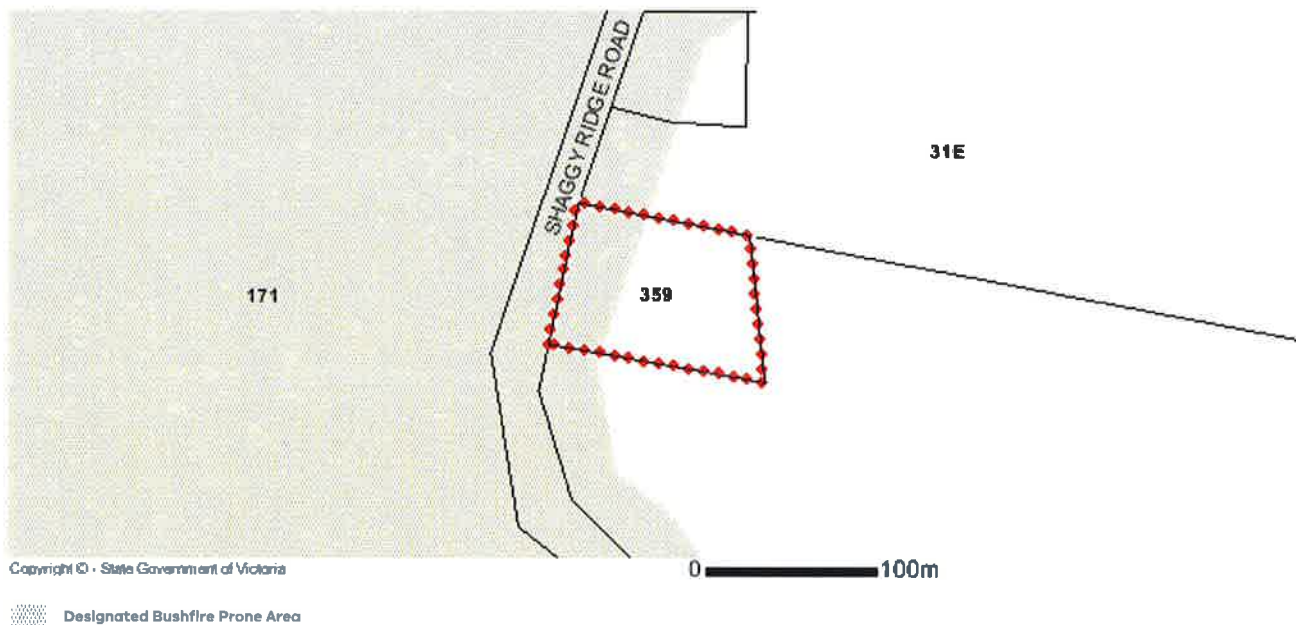
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Designated Bushfire Prone Area

**This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.**



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

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Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [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.

DATED

2019

DIMITRIOS PETIKOPOULOS
and
FOTINI PETIKOPOULOS

VENDOR'S STATEMENT

Property
359 Shaggy Ridge Road, Robinvale

MARTIN IRWIN & RICHARDS LAWYERS
61 Deakin Avenue
MILDURA VIC 3500
DX 50022 MILDURA
Tel: 03 5023 7900
Fax: 03 5023 7560
Ref: DCON/258722-1