

**THE FOLLOWING CONDITIONS SHALL FORM PART OF ANY CONTRACT NOTE TO WHICH THIS VENDORS STATEMENT IS ANNEXED AND SUBSEQUENTLY ENTERED INTO BETWEEN THE VENDOR AND ANY PURCHASER. THESE CONDITIONS SHALL TAKE EFFECT NOTWITHSTANDING ANY CONFLICTING STANDARD CONDITIONS SET OUT IN OR INCORPORATED BY REFERENCE TO THE CONTRACT NOTE.**

The Vendor enters into this Contract in his capacity as Executors of the Estate of ROBYN LORRAINE GOULD. This Contract is subject to and conditional upon the Vendor obtaining Grant of Probate of the Estate of Gould and settlement will take place on the settlement date or within 14 days of the Vendor notifying the Purchaser of the Grant of Probate whichever is the later.



# **MALONEY ANDERSON LEGAL**

## **VENDOR'S STATEMENT**

**Statement by Vendor of matters affecting Real Estate being sold to  
a Purchaser pursuant to Section 32 of The Sale of Land Act, 1962**

**VENDOR: JASON MARK GOULD  
AS EXECUTOR FOR THE  
ESTATE OF ROBYN  
LORRAINE GOULD**

**PROPERTY: 118 SIXTEENTH STREET  
MILDURA VIC 3500**

**MALONEY ANDERSON LEGAL  
Barristers & Solicitors  
70 Deakin Avenue  
MILDURA**

**Ph: 03 50216200  
Fax: 03 50216299  
DX: 50021 Mildura**

**Ref: LCA:TD 200992**

**VENDOR STATEMENT  
TO THE PURCHASER OF REAL ESTATE  
PURSUANT TO SECTION 32 OF THE  
SALE OF LAND ACT 1962 (VIC) ("the Act")  
as at 1 October 2014**

**LAND**

**118 Sixteenth Street, Mildura VIC 3500 being all of the land  
contained in Lot 15 on Plan of Subdivision 603881C as more  
particularly described in Certificate of Title Volume 11040 Folio  
708**


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

The vendor must sign this statement and give it to the purchaser prior to the purchaser signing the contract. The vendor may sign this statement to be given to the purchaser by electronic signature.

**VENDOR**

**JASON MARK GOULD  
AS EXECUTOR FOR THE ESTATE OF ROBYN LORRAINE GOULD**

Signature of the Vendor

DocuSigned by:  
  
10E8ESD079E94E6...

**DATE OF THIS STATEMENT**    03 / 08 / 2020

The Purchaser acknowledges being given this statement signed by the Vendor together with the attached documents before the Purchaser signed any contract.

**PURCHASER**

Signature of the Purchaser

**DATE OF ACKNOWLEDGEMENT**    /    / 20\_\_

## **1. FINANCIAL MATTERS**

### **1.1 Land subject to a mortgage**

Not Applicable.

### **1.2 Any Charge**

Not Applicable.

### **1.3 Rates, taxes, charges or other similar outgoings**

Particulars of any rates, taxes, charges or other similar outgoings affecting the land (and any interest payable on any part of them):

(a) Their total does not exceed \$3,500.00.

(b) Their amounts are as follows:

	Authority	Amount	Interest (if any)
(1)	Mildura Rural City Council	See attached certificate	\$
(2)	Lower Murray Water - Urban	See attached certificate	\$

**TOTAL**

(c) There are no charges or outgoings for which the Purchaser may become liable as a consequence of the sale and which the Vendor might reasonably be expected to have knowledge<sup>1</sup>, which are not included in items 1.3 (a) or (b) above; other than specified as follows:

(i) If the rates, taxes and charges are also in respect of other land, any additional amount resulting from the assessment of a separate rate, tax or charge for the property after the sale.

(ii) Water consumption

### **1.4 Terms Contract**

Not Applicable.

## **2. INSURANCE DETAILS**

### **2.1 Damage and destruction**

Not Applicable.

### **2.2 Owner-Bullder**

Not Applicable.

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<sup>1</sup> Other than any GST payable in accordance with the contract.

### 3. LAND USE

#### 3.1 Easement, covenant or other similar restriction affecting the land

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

is set out in the attached copies of title document(s).

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat or other similar restrictions.

#### 3.2 Designated bushfire prone area

The land is NOT in a designated bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

#### 3.3 Road access

There is access to the property by road.

#### 3.4 Planning scheme

- (a) The required specified information is as follows:

Name of planning scheme	Mildura Planning Scheme
Name of responsible authority	Mildura Rural City Council
Zoning of the land	General Residential Zone (GRZ) General Residential Zone – Schedule 1 (GRZ1)
Name of planning overlay	See attached Planning Property Report

### 4. NOTICES

#### 4.1 Notice, order, declaration, report or recommendation

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

Other than the usual rate notices NONE TO THE KNOWLEDGE OF THE VENDOR however the Vendor has no means of knowing all decisions of public authorities and government departments unless communicated to the Vendor.

#### 4.2 Agricultural purposes

Not Applicable.

#### 4.3 Land acquisition

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

Other than the usual rate notices NONE TO THE KNOWLEDGE OF THE VENDOR however the Vendor has no means of knowing all decisions of public authorities and government departments unless communicated to the Vendor.

### 5. BUILDING PERMITS

Not Applicable.

**6. OWNERS CORPORATION**

Not Applicable.

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC") DETAILS**

Not Applicable.

**8. SERVICES**

The following services are not connected to the land:

- ☐ electricity supply
- ☒ gas supply - *Available*
- ☐ water supply
- ☐ sewerage
- ☒ telephone services - *Available*

**9. TITLE**

Copies of the following documents are attached:

**9.1 Registered Title (*Transfer of Land Act 1958*)**

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

**10. SUBDIVISION**

Not Applicable.

**11. DISCLOSURE OF ENERGY INFORMATION**

Not Applicable.

**12. DUE DILIGENCE CHECKLIST**

The Vendor or the Vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available before the land is offered for sale to any prospective purchaser from the time the land for sale that is vacant residential land or land on which there is a residence.

The provision or attachment of the due diligence checklist to Vendor Statement is not required but may be attached as a matter of convenience.

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

VOLUME 11040 FOLIO 708

Security no : 124082195798U  
Produced 18/03/2020 12:40 PM

LAND DESCRIPTION

Lot 15 on Plan of Subdivision 603881C.  
PARENT TITLE Volume 02231 Folio 117  
Created by instrument PS603881C 29/11/2007

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
ROBYN LORRAINE GOULD of 118 SIXTEENTH STREET MILDURA VIC 3500 \_  
AL373453K 22/09/2014

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  
AF487598X 23/11/2007

DIAGRAM LOCATION

SEE PS603881C 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)

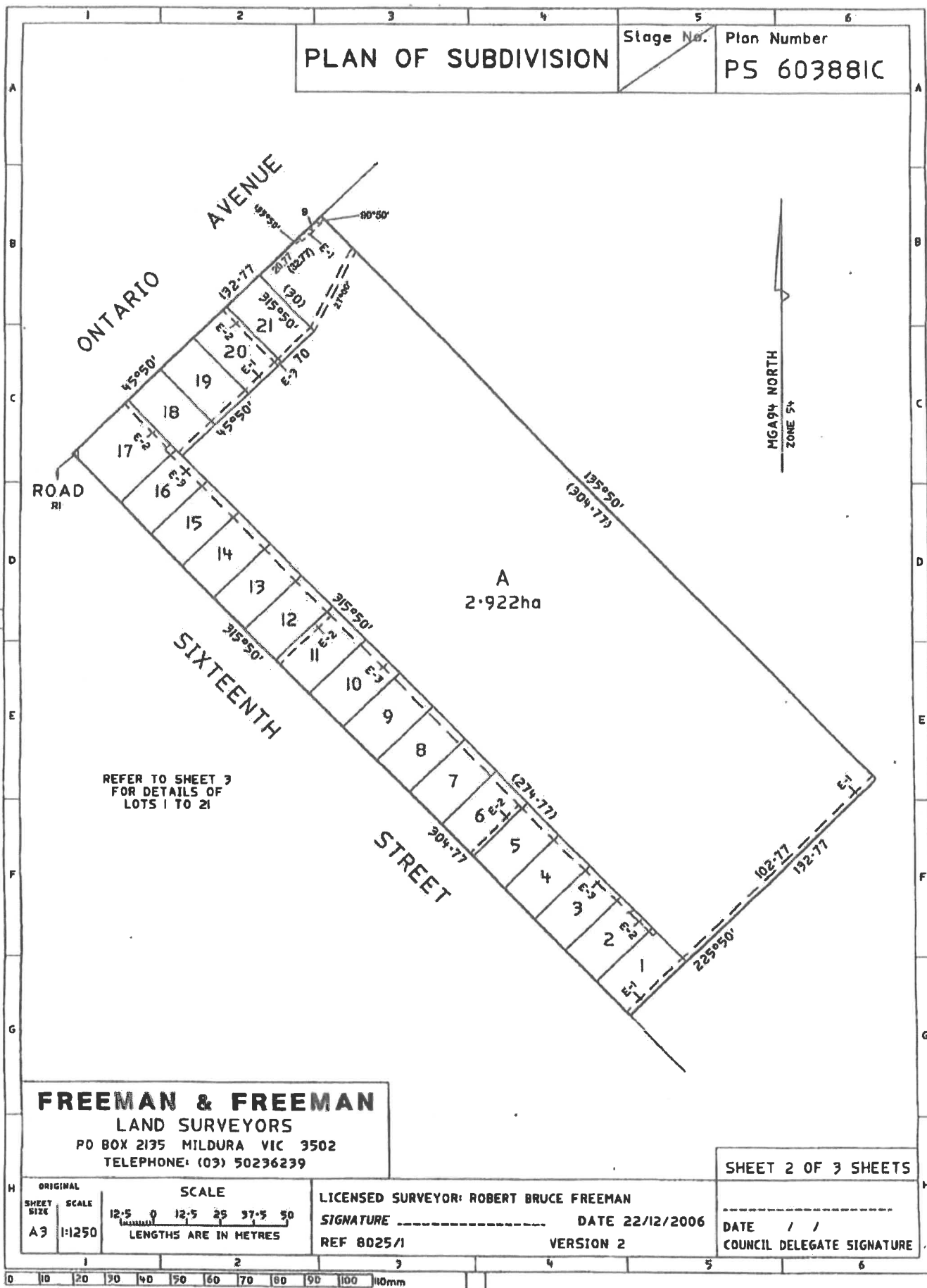
Street Address: 118 SIXTEENTH STREET MILDURA VIC 3500

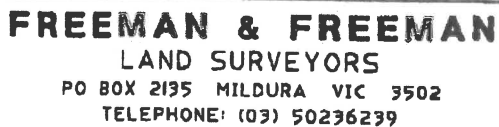
DOCUMENT END

The information supplied by Maloney Anderson Legal has been obtained from GlobalX by agreement between them. Delivered from the LANDATA® System by GlobalX Pty Ltd

<b>PLAN OF SUBDIVISION</b>		Stage No. / LR use only EDITION 2	PLAN NUMBER PS 603881C
<b>Location of Land</b> Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 2 (PART)  Title References: Vol 2231 Fol 117  Last Plan Reference: T.P.708100N (LOT 1)  Postal Address: ONTARIO AVENUE & SIXTEENTH STREET, MILDURA, 3500.  MGA94 Co-ordinates: E 602980 (Of approx. centre of plan) N 6214260 Zone 54		<b>Council Certification and Endorsement</b> Council Name: MILDURA RURAL CITY COUNCIL Ref: 301062  1. This plan is certified under section 6 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 6: / /</del> <del>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del>  <b>Open Space</b> (i) A requirement for public open space under section 18 Subdivision Act 1988 <del>has not been made.</del> <del>(ii) The requirement has been satisfied.</del> <del>(iii) The requirement is to be satisfied in Stage</del> Council Delegate <del>Council seal</del> Date 9/5/2007 <del>Re-certified under section 11(7) of the Subdivision Act 1988</del> <del>Council Delegate</del> <del>Council seal</del> <del>Date / /</del>	
Vesting of Roads or Reserves			
Identifier	Council/Body/Person		
ROAD R1	MILDURA RURAL CITY COUNCIL		
Notations			
Depth Limitation: DOES NOT APPLY		Staging This is/ is not a staged subdivision Planning Permit No. P04/186	
THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 270903 AFFECT THE LAND ON THIS PLAN.		Survey: This plan is / <del>is not</del> based on survey. To be completed where applicable. This survey has been connected to permanent marks nos(s). 333,863,1004, 1044,1120,1132 In Proclaimed Survey Area no. 30 &	
Easement Information			
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Origin
E-1	SEVERAGE	2	THIS PLAN
E-2	DRAINAGE	2	THIS PLAN
E-3	SEVERAGE	SEE DIAG.	THIS PLAN
R1	DRAINAGE	SEE DIAG.	THIS PLAN
	WAY, DRAINAGE & SEVERAGE AND THE SUPPLY OF WATER, GAS, ELECTRICITY & TELECOMMUNICATIONS.	SEE DIAG.	THIS PLAN
			Land Benefited/In Favour Of
			LOWER MURRAY URBAN & RURAL WATER AUTHORITY
			MILDURA RURAL CITY COUNCIL
			LOWER MURRAY URBAN & RURAL WATER AUTHORITY
			MILDURA RURAL CITY COUNCIL
			LOTS ON THIS PLAN
LICENSED SURVEYOR: ROBERT BRUCE FREEMAN REF 8025/1 VERSION 2 DATE 22/12/2006 SIGNATURE _____			
<b>FREEMAN &amp; FREEMAN</b> LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239			
LR use only Statement of Compliance / Exemption Statement  Received <input checked="" type="checkbox"/>  Date 29/11/07  LR use only PLAN REGISTERED TIME 5.32 PM DATE 29/11/2007 Assistant Registrar of Titles Sheet 1 of 3 Sheets  DATE 9/5/2007 COUNCIL DELEGATE SIGNATURE Original sheet size A3			







ORIGINAL

<b>SHEET SIZE</b>	<b>SCALE</b>
<b>A3</b>	<b>1:800</b>

### SCALE



LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

**SIGNATURE** ----- **DATE** 22/12/2006

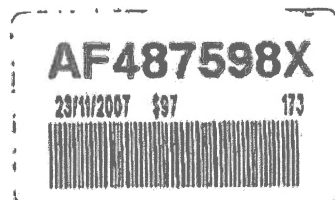
REF 8025/1

**VERSION 2**

SHEET 3 OF 3 SHEETS

DATE     /     /  
COUNCIL DELEGATE SIGNATURE





**FORM 18**

Section 181

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

**Planning and Environment Act 1987**

**Lodged by:**

**Name:** Martin Irwin & Richards Lawyers  
**Phone:** 03 50237900  
**Address:** 61 Deakin Avenue, Mildura VIC 3500  
**Ref:** Conroc Developments Pty Ltd  
**Customer Code:** 44480612A 10032

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:** Lot 1 on Title Plan No. 708100N contained in Volume 02231 Folio 117

**AUTHORITY:** Mildura Rural City Council of 108 -116 Madden Avenue, Mildura, Victoria 3500

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

**A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION**

**Signature of Authority**

**Name of Officer**

**Date**

*[Signature]*  
Cathy Healy  
14/11/07

**AF487598X**

23/11/2007 597

173



**MILDURA RURAL CITY COUNCIL**

**and**

**LOWER MURRAY URBAN AND RURAL  
WATER CORPORATION**

**and**

**CONROC DEVELOPMENTS PTY LTD  
(ACN 119 993 074)**

**SECTION 173 AGREEMENT**

**Ontario Avenue, Mildura**

**MIR**  
— LAWYERS —

**Martin Irwin & Richards  
Lawyers  
61 Deakin Avenue  
MILDURA VIC 3500  
DX 50022 MILDURA**

**Phone: 03 5023 7900  
Fax: 03 5021 2700  
Ref: IDS:KEM07/1675**

**AF487598X**

23/11/2007 197 173



Section 173 Agreement – Ontario Avenue, Mildura

**THIS AGREEMENT** is made on the 14 day of November 2007.

**PARTIES**

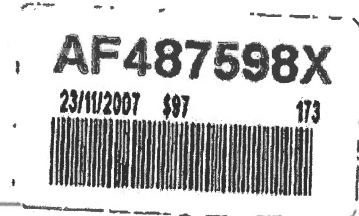
**BETWEEN** **MILDURA RURAL CITY COUNCIL** of 108 – 116 Madden Avenue, Mildura in the State of Victoria ("the Council")

**AND** **LOWER MURRAY URBAN AND RURAL WATER CORPORATION** of Fourteenth Street, Mildura in the State of Victoria ("the Water Corporation")

**AND** **CONROC DEVELOPMENTS PTY LTD (ACN 119 993 074)** the registered office of which is situate at 133 Lime Avenue, Mildura in the State of Victoria ("the Owner")

**RECITALS**

- A. The Owner is registered or is entitled to be registered as the proprietor of the Land.
- B. The Council is the responsible authority under the Planning and Environment Act 1987 ("the Act") for the Mildura Planning Scheme ("the Planning Scheme").
- C. The Water Corporation is the responsible authority for provision of water and sewerage for the subject and surrounding land.
- D. The Owner has made an application to the Council for a planning permit under the Planning Scheme for the development of the Land for a fifty seven (57) lot subdivision ("the Development").
- E. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 24 December 2004 and numbered P04/186 ("the Permit").
- F. Condition 4 of the Permit provides:
  - 4. Prior to the issue of a Statement of Compliance of the first stage the owner must enter into an agreement with the Responsible Authority in



Section 173 Agreement – Ontario Avenue, Mildura

accordance with Section 173 of the Planning and Environment Act, 1987.

The agreement must be prepared by Council to provide the following:

- The owner acknowledges that Lower Murray Water has set aside the land at Lot 1 PS437900 (Sixteenth Street) for a future significant water supply facility (eg elevated storage) and this is in close proximity to lots allowed under this subdivision.

The cost associated with the preparation of this agreement must be borne by the owner.

#### **THE PARTIES AGREE:**

##### **1. DEFINITIONS**

In this Agreement unless inconsistent with the context or subject matter: -

"Act" means the Planning and Environment Act 1987 (Vic);

"Council" means the Mildura Rural City Council and any or its successors or assigns;

"Land" means the property situate at Ontario Avenue, Mildura and described as:

- Lot 1 on Title Plan 708100N contained in Volume 02231 Folio 117.

"Lot" means any allotment created as a result of the Development;

"Owner" means the person or persons described as Owner at the time of entering into this Agreement and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any allotment created by any subdivision of the same and shall include the singular and the plural;

"Permit" means planning permit number P04/186 issued by the Council on the 24 December 2004 as amended from time to time.

##### **2. INTERPRETATION**

In this Agreement, unless a contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) words importing any gender include all other genders;

**AF487598X**

23/11/2007 897

173



Section 173 Agreement – Ontario Avenue, Mildura

- (c) "person" includes a firm, a body corporate, or an unincorporated association;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes, assigns, employees, servants, agents, consultants, contractors, advisers, financiers, subcontractors, licensees and invitees;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of any of them;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

### **3. SECTION 173 AGREEMENT**

#### **3.1 Agreement under Section 173 of the Act**

The Council, the Water Corporation and the Owner have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as an agreement under Section 173 of the Act.

#### **3.2 Covenants Run with the Land**

The Owner acknowledges and agrees that any obligation imposed on the Owner under this Agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land until this Agreement ends.

### **4. COMMENCEMENT**

This Agreement will come into force and effect from the date of this Agreement.

### **5. OWNER'S COVENANTS**

#### **5.1 Successors in title**

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this Agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this Agreement.



**AF487598X**

23/11/2007 \$97

173



Section 173 Agreement – Ontario Avenue, Mildura

**5.2 Registration**

The Owner will do all things necessary to enable the Council to register this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including signing any further agreement, acknowledgement or document to enable the Agreement to be registered under that Section.

**5.3 Performance of Covenants**

The Owner will do all things necessary including the signing of such further agreements, undertakings, covenants, consents, approvals or other documents for the purpose of ensuring that it carry out the covenants and agreements and obligations contained in this Agreement and to enable the Council to enforce the performance by the Owner of such covenants, agreements and undertakings.

**5.4 Comply with Permit**

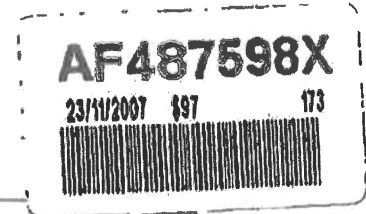
The Owner will comply with and carry out the conditions of the Permit.

**5.5 Costs**

The Owner will pay the Council's costs of and incidental to the preparation and execution of this Agreement and the registration of this Agreement at the Land Titles Office pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the Agreement at the Land Titles Office.

**5.6 Future water supply facility**

- a) The Owner acknowledges, and will ensure that all subsequent land owners are advised, that Lower Murray Water has set aside the land at Lot 1 PS437900 (Sixteenth Street) for a future significant water supply facility (eg elevated storage) and this is in close proximity to lots allowed under this subdivision.
- b) The Owner and its successors in title shall not make any claims for compensation loss or damage for any damages or injury sustained as a result of Council approving the permit or pertaining to the location of a



**Section 173 Agreement – Ontario Avenue, Mildura**

residential property on a site that is within proximity of Lot 1 PS437900 (Sixteenth Street).

- c) The Owner and its successors in title shall indemnify and keep indemnified the Council in respect of all claims for loss or damage whatsoever and howsoever arising pertaining to the approval of the permit or location of the residential property.
- d) The Owner and its successors in title in acknowledging the reservation of Lot 1 PS437900 for a future significant water supply facility agree that in consideration of Council approving the Owner's application for the Permit, the Owner and its successors in title accept and shall not make any application or objections of Lot 1 PS437900 as a significant water storage facility nor claim in nuisance or other injury such as to limit the scope and or the operation of the said water supply facility.

**6. OWNER'S WARRANTY**

**6.1 Registered Proprietor**

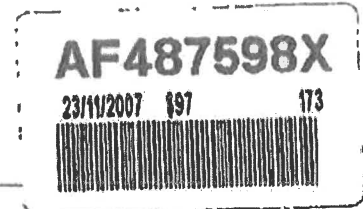
The Owner warrants that it is or it is entitled to be, the registered proprietor of the Land and the beneficial owner of the Land.

**6.2 No other person with interest**

The Owner warrants that other than as referred to in this Agreement, or disclosed by the usual searches, or disclosed in writing to the Council prior to the execution of this Agreement, no other person has any interest either legal or equitable in the Land.

**6.3 Obtained consents**

The Owners warrant that it has obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the land and that these authorities or consents are attached to this Agreement.



Section 173 Agreement – Ontario Avenue, Mildura

**7. ADDITIONAL MATTERS**

**7.1 Severance**

If any provision of this Agreement is not valid it shall not effect 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.

**7.2 Proper law**

This Agreement is governed by and the parties submit to the jurisdiction of the laws of the State of Victoria.

**7.3 Joint & several**

This Agreement is binding on the Owner and the Owners for the time being of any Lot created by the Development. In the event that there is more than one owner of any Lot the covenants, undertakings, warranties and liabilities of the Owner of the Lot shall be joint and several.

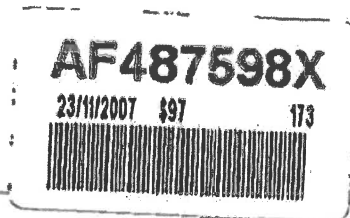
**7.4 No Waiver**

Any time or other indulgence granted by the Council to the Owner or any variation of the terms or conditions of this Agreement or any judgment 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.

**8. DEFAULT OF OWNER**

In the event of the Owner defaulting or failing to perform any of the obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner and any such costs together with any amount payable to Council pursuant to this Agreement shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

**EXECUTED as a deed.**



Section 173 Agreement – Ontario Avenue, Mildura

THE COMMON SEAL of the  
MILDURA RURAL CITY COUNCIL  
was affixed hereto by authority of  
the Council in the presence of:



.....  
Councillor **Jan Arnold**

.....  
Councillor **Vernon Knight**

.....  
Chief Executive Officer

THE COMMON SEAL of LOWER  
MURRAY URBAN AND RURAL  
WATER CORPORATION was hereunto  
affixed by authority of the Board in  
the presence of:



.....  
Chairman

.....  
Member

.....  
Managing Director

Executed by Conroc Developments Pty Ltd  
(ACN 119 993 074) in accordance with  
Section 127 of the Corporations Act 2001 by  
being signed by those persons who are  
authorised to sign for the company

.....  
(Signature of Director)

.....  
(Name of Director in Full)

.....  
(Signature of Director / Secretary)

.....  
(Name of Director / Secretary in Full)

**AF487598X**

23/11/2007 197 173



Section 173 Agreement – Ontario Avenue, Mildura

**MORTGAGEE'S CONSENT**

**WESTPAC BANKING CORPORATION** being the registered Mortgagee under Mortgage No **AE798481U** which encumbers the land described in clause 1 in the attached agreement **HEREBY CONSENTS** to the Owner encumbering the land with the within Agreement.

**DATED this**

*Ninth*

day of *NOVEMBER* 2007.

**FOR AND ON BEHALF OF  
WESTPAC BANKING CORPORATION**



**DAVID MESSENGER**  
SOLICITOR

**111 LIME AVE.  
MILDURA 3500**

**P.O. BOX 4003  
TELEPHONE: (03) 5023 5982  
Email: dmessenger@nccable.com.au**

**DX: 50004  
FAX: (03) 5022 1313**

Your Ref:

My Ref: DRM/WQ 17234

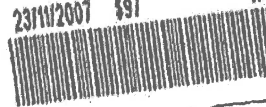
21 November 2007

The Registrar of Titles  
Land Titles Office  
570 Bourke Street  
MELBOURNE 3000

**AF487598X**

23/11/2007 597

173



Dear Madam,

**PLAN OF SUBDIVISION 603881C**  
**Applicant - CONROC DEVELOPMENTS PTY LTD -**  
**Ppty: Cnr Sixteenth Street & Ontario Avenue, Mildura 3500**  
**Certificate of Title Volume 2231 Folio 117**

I advise that I am the Legal Practitioner for Conroc Developments Pty Ltd.

Enclosed is copy Lodgement Summary Report for your reference.

Martin Irwin and Richards, Legal Practitioners for Mildura Rural City Council, will be lodging a Section 173 Agreement.

I HEREBY CONSENT to the switching of the order of lodgement of the Plan of Subdivision and Section 173 Agreement to rank as follows:-

1. Section 173 Agreement
2. Plan of Subdivision No. 603881C.

My client's Bank, Westpac Banking Corporation Ltd, made available Certificate of Title Volume 2231 Folio 117 at the Land Titles mid July 2007 to meet the Plan of Subdivision dealing.

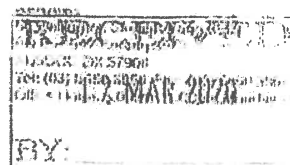
Yours faithfully

David Messenger  
Enc.

741 - 759 Fourteenth Street Mildura 3500  
DocuSign Envelope ID: DAA827CB-0EFE-4A17-903D-2B9E0D192266

Tel: (03) 5036 3400 Fax: (03) 5036 3400  
Office Hours 8:00am - 5:00pm Monday - Friday  
375 M HILL  
73 Beveridge Street Swan Hill 3505  
PO Box 1447 Swan Hill 3505  
AUSDOC DX 30164  
Tel: (03) 5036 2150 Fax: (03) 5036 2100  
Office Hours 8:00am - 5:00pm Monday - Friday

## LOWER MURRAY WATER



24 Hour Supply Emergency  
1800 806 830

ABN 16 475 808 826  
www.lmw.vic.gov.au

Reference No. 052090

URBAN ACCOUNT

Amount Due \$109.66

Due Date 16-AUG-2019

Date Of Issue 9/07/2019

Tariffs and Charges Notice  
1st Quarter 2019/20  
01/07/2019 - 30/09/2019

**POST** \*850 700520901

Property Address : 118 SIXTEENTH STREET MILDURA VIC 3500 (Prop:52090) - Urban Account  
Lot 15 PS 603881C Par Mildura Vol 11040 Fol 708

Water Service Tariff  
Water by Measure Chg-Info on reverse  
Sewerage Service Tariff

Charge	Concession	Balance
51.76	-24.47	27.29
17.92		17.92
122.19	-57.75	64.44

ARREARS & Other Adjustments \$0.01

**TOTAL OWING \$109.66**

Pension Concessions granted for the current Financial year total \$82.22  
Payments/Credits since last Notice \$132.97

Our Customer Charters have been updated and are available on our website at [www.lmw.vic.gov.au](http://www.lmw.vic.gov.au) or by contacting our office.



### Payment Slip - Methods of Payment

Online at [lmw.vic.gov.au](http://lmw.vic.gov.au) - Pay your Account

**Direct Debit**  
Please contact your local office

**Centrepay**  
Use Centrepay to arrange regular deductions from your Centrelink payment, simply call any Lower Murray Water Office



Billpay Code: 0850  
Ref: 7005 2090 1

Pay in person at any Post Office



Billier Code: 78477  
Ref: 7005 2090 1

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: [www.bpay.com.au](http://www.bpay.com.au)

052090

118 SIXTEENTH STREET MILDURA VIC 3500 (Prop:52090) - Urban Account



\*850 700520901

\$109.66



Biller Code: 78477  
Ref: 7005 2090 1

**BPAY** - Make this payment via internet or phone banking.

**BPAY View** - Receive, view and pay this bill using internet banking.

BPAY View Registration No: 7005 2090 1

Amount Due

**\$109.66**

Payment Ref: 7005 2090 1



**By Phone**  
Pay by phone (03) 6572 0582  
Standard call charges apply

See reverse for  
in Person and By Mail options

Mildura Rural City Council



Ms R L Gould  
118 Sixteenth Street  
MILDURA VIC 3500



033  
I012341  
R2\_9076

**Total Rates & Charges For this Year****\$2,264.21**

Refer below for payment options

**Rate and Valuation Notice**

1 July 2019 to 30 June 2020

**Property Location & Description**

118 Sixteenth Street MILDURA VIC 3500  
Lot 15 PS 603881C Sec 33 Blk E

AVPCC: 110 - Detached Home

**RATING DETAILS**

Rebates / Concession  
Residential Rate  
Waste Management

-\$235.15Cr  
\$2,051.27  
\$366.04

**VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY**

Residential Fire Levy (Fixed)  
Residential Fire Levy (Variable)  
Concession

\$111.00  
\$21.05  
-\$50.00Cr

**TOTAL AMOUNT****\$2,264.21**

Payment In full	Or	1st Instalment	2nd Instalment	3rd Instalment	4th Instalment
Due 15 Feb 2020 \$2,264.21		Due 30 Sep 2019 \$566.06	Due 30 Nov 2019 \$566.05	Due 29 Feb 2020 \$566.05	Due 31 May 2020 \$566.05

Note: If full payment of the 1st Instalment isn't received by the due date, this account will automatically default to the Payment In Full option and you will not receive reminder instalment notices.  
Please refer to the reverse side of this notice for information relating to penalties for late payment.

**Payment Slip**

Ms R L Gould  
118 Sixteenth Street MILDURA VIC 3500  
Assessment No: 32255

**Payment In Full: \$2,264.21**  
**Or 1st Instalment: \$566.06**

**Bill code: 93922**  
**Ref: 322552**

BPAY this payment via internet or phone banking.  
BPAY View: View and pay this bill using internet banking.  
BPAY View Registration No.: 322552

POSTbillpay



Full Payment \*41 322552



**Post Billpay Ref: 0041**  
**322552**

Pay in person at any post office, phone  
13 18 16 or go to postbillpay.com.au

**Centrepay Ref:**  
**555 054 7308**

Internal Use Only





## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 26 May 2020 04:06 PM

**Address:** 118 SIXTEENTH STREET MILDURA 3500

**Lot and Plan Number:** Lot 15 PS603881

**Standard Parcel Identifier (SPI):** 15\PS603881

**Local Government (Council):** MILDURA Council Property Number: 32255

**Directory Reference:** VicRoads 534 G10

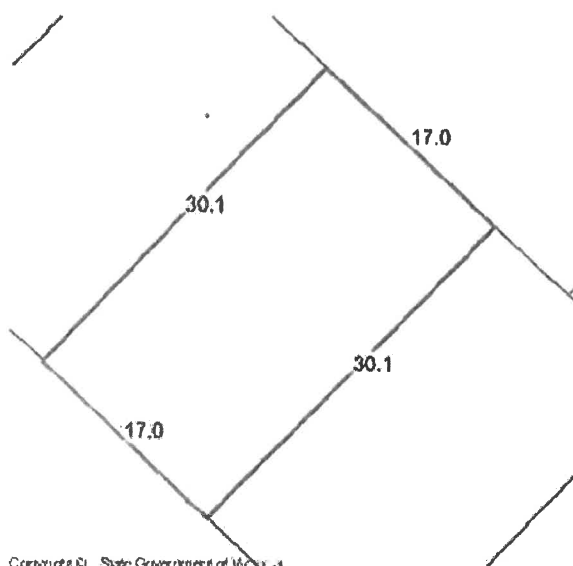
**This property is not in a designated bushfire prone area.**

**No 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](http://www.vba.vic.gov.au)

### Site Dimensions

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



**Area:** 510 sq. m

**Perimeter:** 94 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.

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

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### 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 information continued on next page

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## Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

**Planning Overlays:** DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)

SALINITY MANAGEMENT OVERLAY (SMO)

SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)

Planning scheme data last updated on 20 May 2020.

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](#)

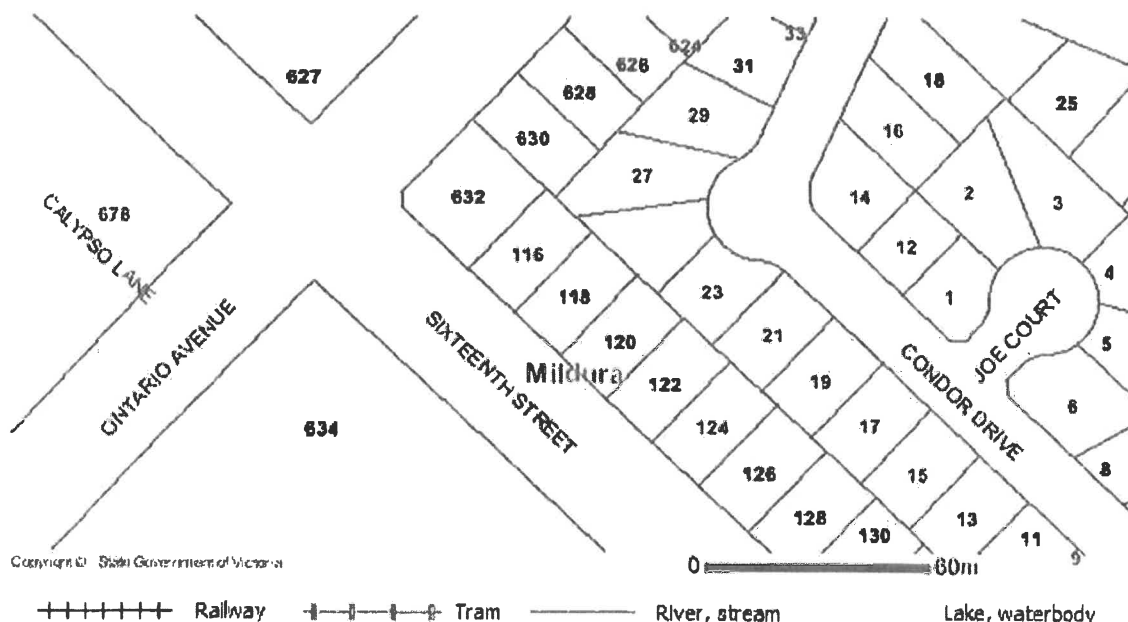
The Planning Property Report includes separate maps of zones and overlays

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](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Area Map



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# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 26 May 2020 04:06 PM

## PROPERTY DETAILS

Address: **118 SIXTEENTH STREET MILDURA 3500**  
 Lot and Plan Number: **Lot 15 PS603881**  
 Standard Parcel Identifier (SPI): **15\PS603881**  
 Local Government Area (Council): **MILDURA**  
 Council Property Number: **32255**  
 Planning Scheme: **Mildura**  
 Directory Reference: **Vicroads 534 G10**

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

[Planning Scheme - Mildura](#)

## UTILITIES

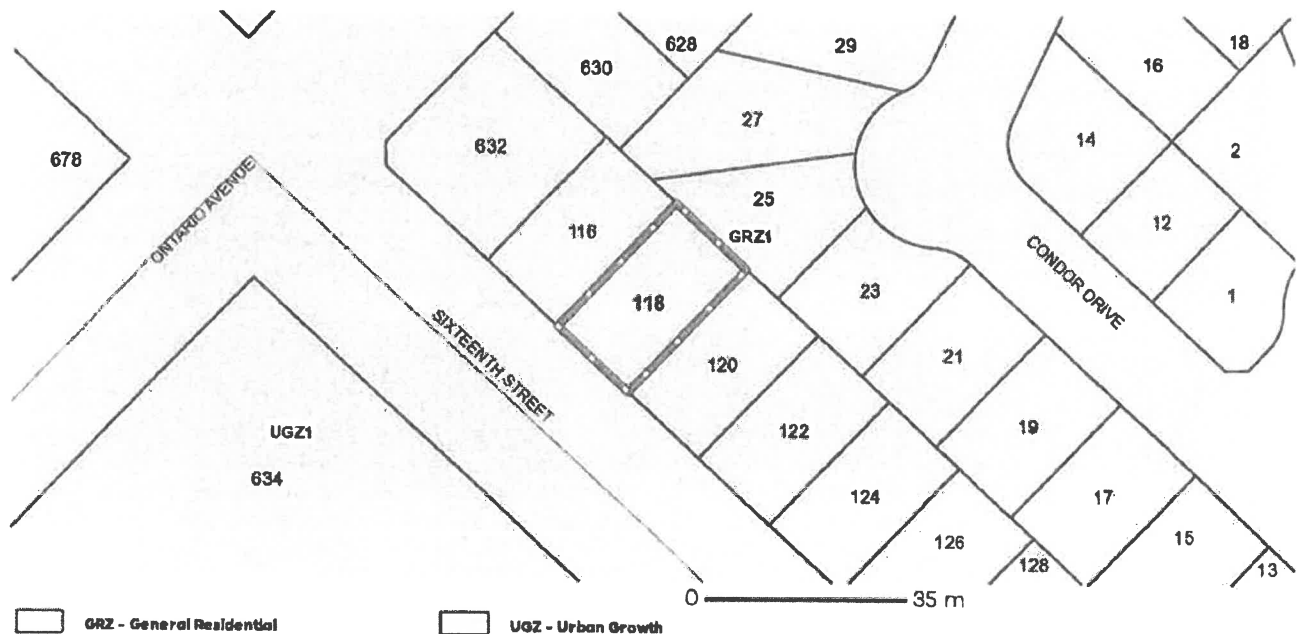
Rural Water Corporation: **Lower Murray Water**  
 Urban Water Corporation: **Lower Murray Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **POWERCOR**  
[View location on Victorian](#)

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
 Legislative Assembly: **MILDURA**

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



☐ GRZ - General Residential

☐ UGZ - Urban Growth

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

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Planning Overlays

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

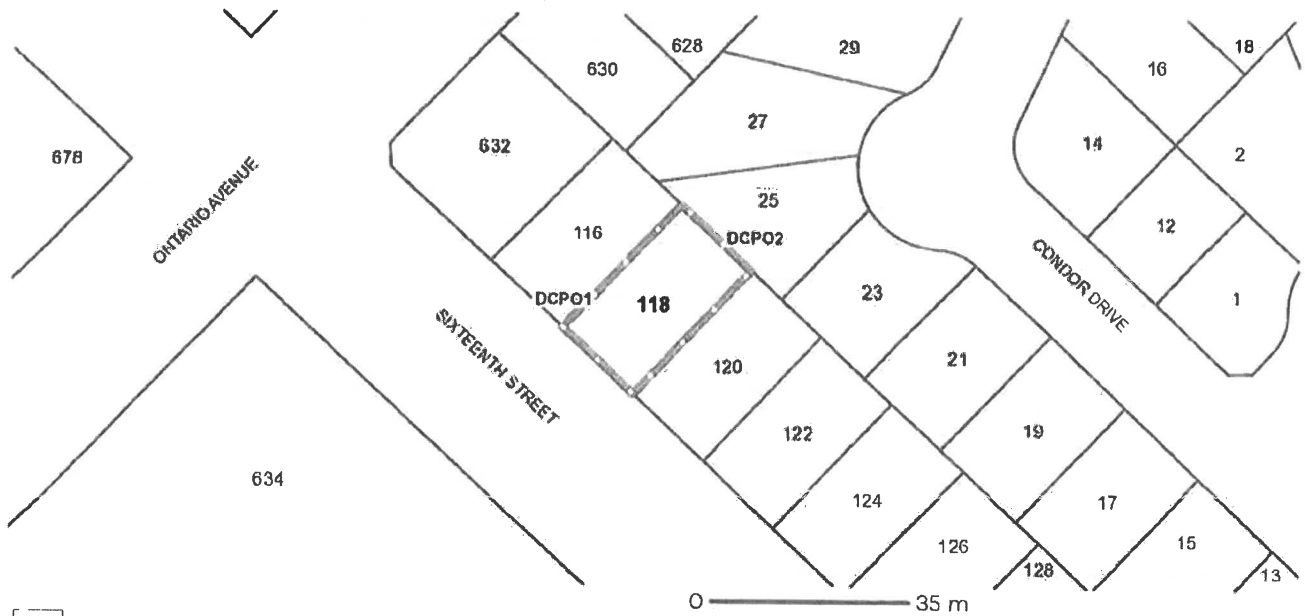
#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)



### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



# PLANNING PROPERTY REPORT

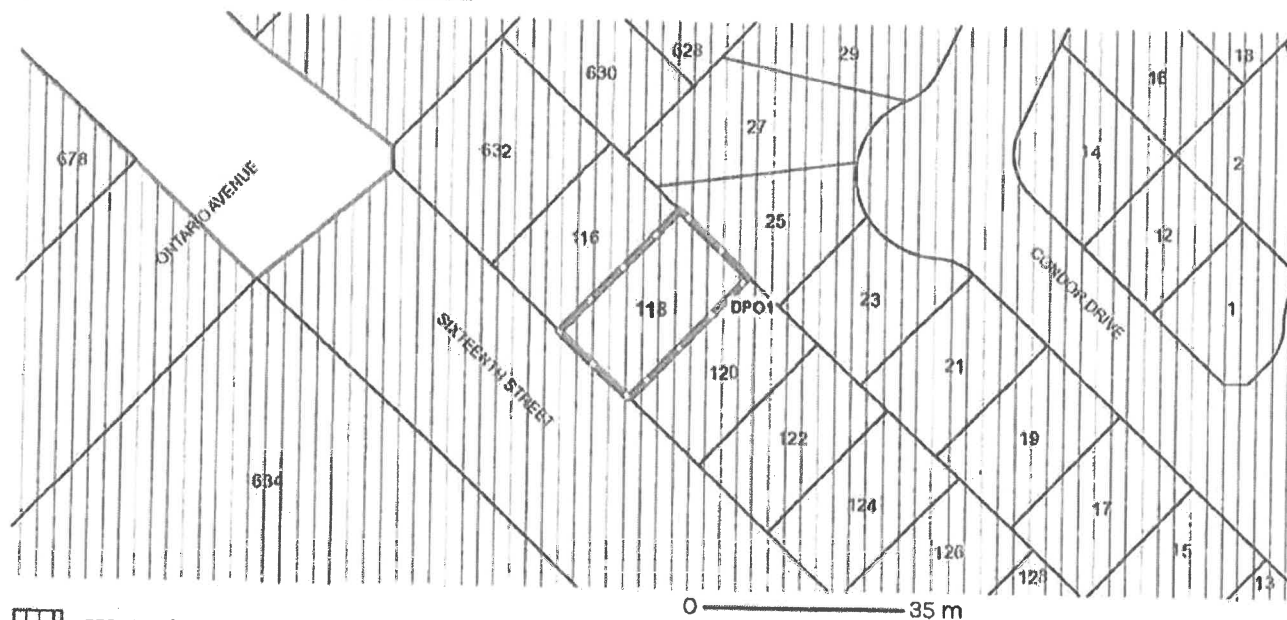


Environment,  
Land, Water  
and Planning

## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

### DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)

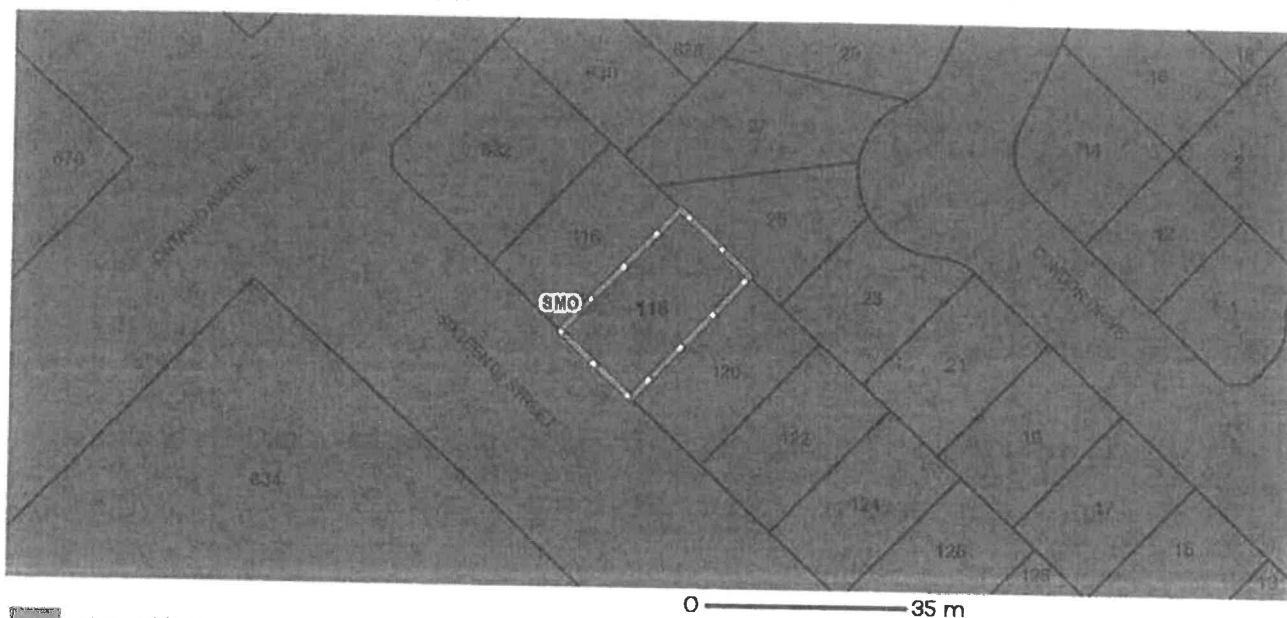


DPO - Development Plan

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

### SALINITY MANAGEMENT OVERLAY (SMO)

### SALINITY MANAGEMENT OVERLAY SCHEDULE 1 (SMO)



SMO - Salinity Management

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

## PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

### Further Planning Information

Planning scheme data last updated on 20 May 2020.

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>

# PLANNING PROPERTY REPORT

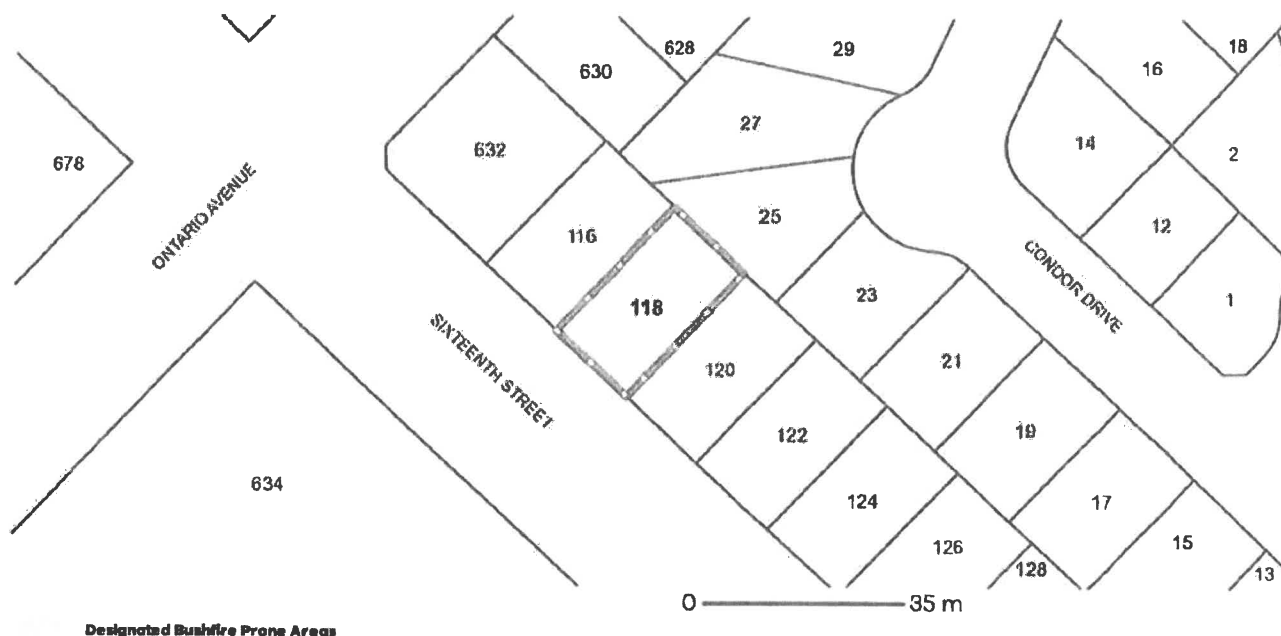


Environment,  
Land, Water  
and Planning

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**

**No 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 <https://www.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 <http://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.bqla.bqla.vic.gov.au>

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



# 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 [consumer.vic.gov.au/duediligencechecklist](http://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