

Special Conditions

These special conditions will form part of the contract of sale in relation to the property referred to herein.

1. Guarantee

If the purchaser, including substituted purchaser or co-purchaser, is an incorporated body other than a company listed on the Australian Stock Exchange the Purchaser shall procure its directors to execute a guarantee of the obligations of the purchaser in the form of guarantee annexed and marked 'A'.

2. Purchaser Acknowledgements

The Purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the Vendor or any other person on the Vendor's behalf:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

3. Right to deal

3.1 If a party is an individual then that party covenants that they are not bankrupt and no bankruptcy proceedings have been commenced against them.

3.2 If a party is a proprietary limited company then that party covenants that it is duly incorporated and has full corporate power to own property and to carry on business, has the power to enter into and perform this contract, is solvent, no receiver administrator or liquidator has been appointed, no proceedings have been commenced to wind up the company and no action has been taken or threatened to be taken to seize or take possession of any of its' assets.

3.3 If any party, whether an individual or a proprietary limited company, is as a trustee of a trust then that party further covenants that they are the only trustee(s), the trust deed discloses all of the terms of the trust, has the power under the trust deed to make this contract, it is not in material default under the trust deed and that it has a right to be indemnified fully out of the trust assets in respect of all obligations and liabilities incurred by it under this contract.

4. Miscellaneous Provisions

4.1 These special conditions are in addition to the pre-printed General Conditions of the contract for the sale of land, They are intended to expand upon the rights and obligations of the parties as set out in the said General Conditions, save where expressly stated otherwise. If there is a conflict between these special conditions and the pre-printed General Conditions, then these special conditions shall prevail.

4.2 No clause or special condition hereof shall merge on completion where such clause expressly has, or may reasonably be interpreted as having, a continuing effect after settlement.

4.3 Subject to the provisions of this contract (and where not inconsistent with sections 34-36 *Sale of Land Act 1962* (Vic), as amended, the purchaser acknowledges that it is purchasing the property in its present condition and state of repair subject to fair wear and tear pending settlement.

4.4 The purchaser acknowledges that in entering into this agreement the purchaser does not rely upon any warranty or representation made by the Vendor or by any person acting on the Vendors' behalf, except as such may be

expressly provided herein or implied by law but instead has relied entirely upon the purchasers own inquiries and inspection of the property and in consideration of the Vendor entering into this contract, the parties expressly agree that this acknowledgement may be pleaded in bar to any action by the purchaser against the Vendor at law or in equity for breach of any such warranty or representation.

- 4.5 At settlement the Vendor will, if applicable, cause the discharge of any mortgage or withdrawal of any caveat (as the case may be) registered on title to the property and will allow the Purchaser the registration fee payable on such discharge of mortgage or withdrawal of caveat as an adjustment to the purchase price.
- 4.6 The provisions contained in this contract expressly or by statutory implication comprise the whole agreement between the parties. The parties agree that no provisions are implied in their agreement or arise between them by way of any other agreement and the existence of any other agreement is expressly negated.
- 4.7 The parties agree that this contract may be exchanged in any number of counterpart contracts with all counterparts forming the one document. The date of the contract shall be the date that the last party signs and exchanges counterpart contracts. The parties agree for contracts to be exchanged electronically.

5. Solar Panels

The Purchaser acknowledges that there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

- 5.1 Whether or not any benefits currently provided to the seller by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the buyer;
- 5.2 The Purchaser agrees that they may negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the Purchaser shall indemnify and hold harmless the Vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- 5.3 The Vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

"A"

DEED OF GUARANTEE AND INDEMNITY

We the Guarantors whose names addresses and descriptions are set out in the Schedule to this Guarantee and Indemnity ("the Guarantors") in consideration of the Vendor named in the attached Contract selling to the Purchaser named in the Contract at our request the Land described in the Contract for the Price and upon the terms and conditions contained in the Contract DO HEREBY for ourselves our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the Vendor that if at any time default shall be made in payment of the Deposit or Payment of Residue or interest or other moneys payable by the Purchaser to the Vendor under the contract or in the performance or observance of any term or condition of the Contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the Price interest charges or other moneys or such part as shall then be due and payable to the Vendor AND AS A SEPARATE AND INDEPENDENT OBLIGATION WE FURTHER JOINTLY AND SEVERALLY UNDERTAKE to keep the Vendor indemnified against and loss of Price interest and other moneys payable under the Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid or repudiation on the part of the Purchaser. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the Contract or the performance or observance of any of the agreements obligations or conditions under the contract or by time being given to the Purchaser for any 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.

SCHEDULE

Guarantors:

1. Full name:
Address:
2. Full name:
Address:

IN WITNESS whereof the Guarantors have executed this Deed the
thousand and Twenty.

day of

Two

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

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



Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	1 Dunlop Court, Mildura 3500	
	(Lot 10 on Plan of Subdivision PS537862X being the whole of the land contained in Certificate of Title Volume 11011 Folio 228)	
Vendor's name	Ronald James Broadhead	Date 18 / 11 / 2020
Vendor's signature		
Vendor's name	Debra Anne Broadhead	Date 18 / 11 / 2020
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

(b) There are NO 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, which are not included in the items above; other than any amounts described in this rectangular box.

Annual Municipal and Water Rate Increases, Water by Measue, Tapping & Connection fees, if **applicable**, in respect of Natural Gas, Telecommunication services, NBN & solar. Land Tax.

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

Nil

To

Other particulars (including dates and times of payments):

Not Applicable

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents save and except for any unregistered easements deemed to be in favour of the relevant Water Authority under the Water Act 1989 .

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are as follows:

None. But the Vendors have no means of knowing of all decisions made by public authorities or government departments unless communicated to the vendors.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- ☒ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Register Search Statement dated 5 November 2020, Plan of Subdivision PS537862X, Instrument AG865080A containing Covenant and Owners Corporation – basic report

Mildura Rural City Council Land Information Certificate dated 6 November 2020

Lower Murray Water Information Statement – urban dated 10 November 2020

Mildura Rural City Council Building Approvals Certificate dated 9 November 2020

Building Permit No. 110027/0 issued 4 February 2011 for carport & shed, Certificate of Final Inspection issued 19 April 2011 and QBE Certificate of Insurance dated 21 January 2011 Policy No. 42-0025994-BWI-6

Property Planning Certificates dated 27 October 2020 & Due Diligence Checklist

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

VOLUME 11011 FOLIO 228

Security no : 124086403723N

Produced 05/11/2020 08:41 AM

LAND DESCRIPTION

Lot 10 on Plan of Subdivision 537862X.

PARENT TITLES :

Volume 07081 Folio 001 Volume 07494 Folio 200

Created by instrument PS537862X 01/06/2007

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

RONALD JAMES BROADHEAD

DEBRA ANNE BROADHEAD both of 1 DUNLOP COURT MILDURA VIC 3500

AQ605132A 04/01/2018

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AG865080A 12/11/2009

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.

DIAGRAM LOCATION

SEE PS537862X 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: 1 DUNLOP COURT MILDURA VIC 3500

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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<h1 style="margin: 0;">PLAN OF SUBDIVISION</h1>		Stage No. <div style="border: 1px solid black; width: 100px; height: 100px; margin: 5px auto;"></div>	LTO use only EDITION 1	PLAN NUMBER PS 537862X
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Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 2 (PT) LTO base record: VICMAP DIGITAL PROPERTY Title References: Vol 7494 Fol 200 & Vol 7081 Fol 001 Last Plan Reference: L.P.2380 (LOT 7(pt), BLOCK E, SECTION 34) Postal Address: WALNUT AVENUE, MILDURA, 3500. MGA Co-ordinates: E 603750 (Of approx. centre of plan) N 6214050 Zone 54	<div style="text-align: center;"> Council Certification and Endorsement Council Name: MILDURA RURAL CITY COUNCIL Ref: 50886 </div> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p style="text-align: center;">Open Space</p> <p>(i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage</p> <p>Council Delegate Council seal</p> <p>Date 15/3/06</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate</p> <p>Council seal</p> <p>Date / /</p>
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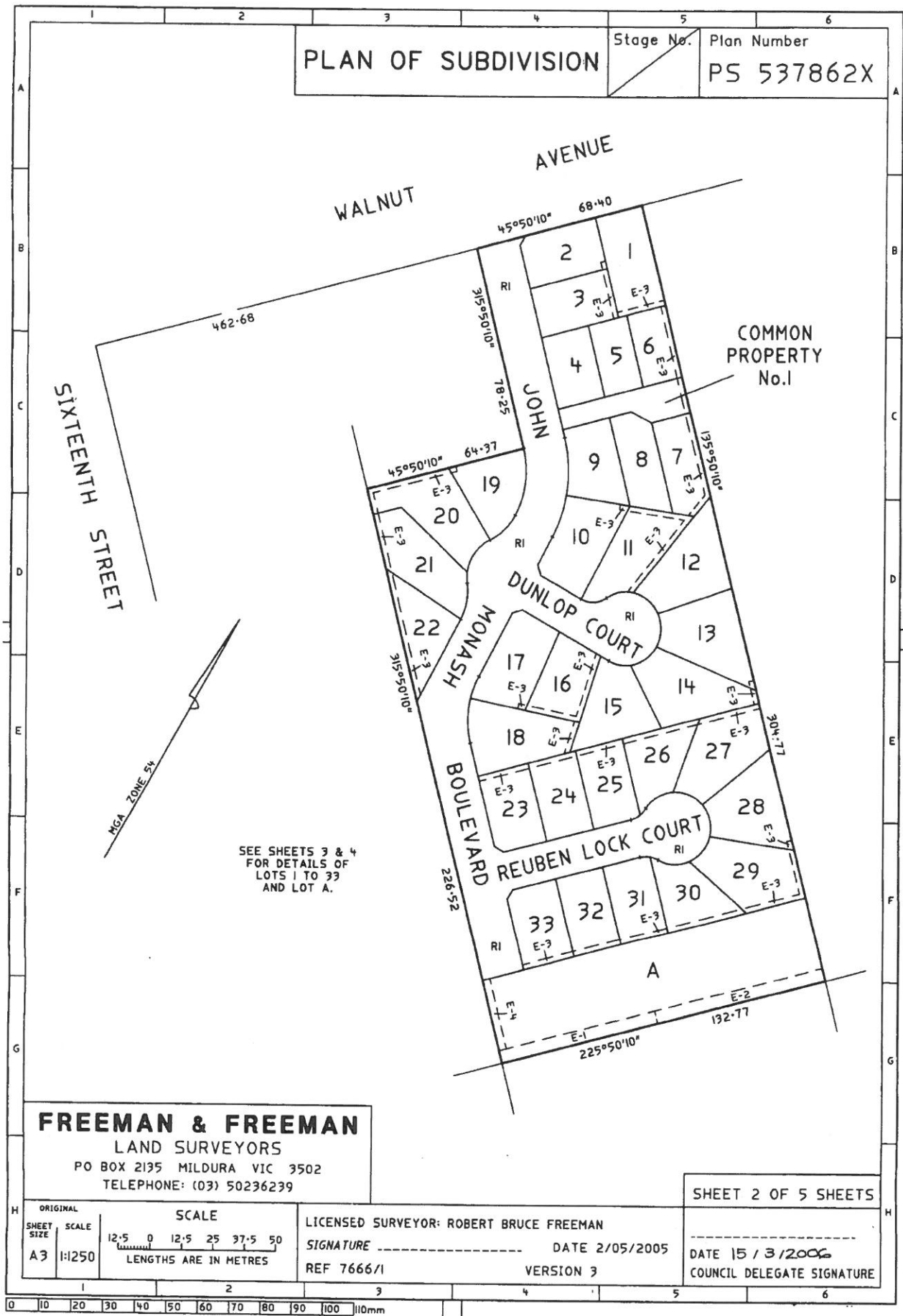
Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R1	MILDURA RURAL CITY COUNCIL

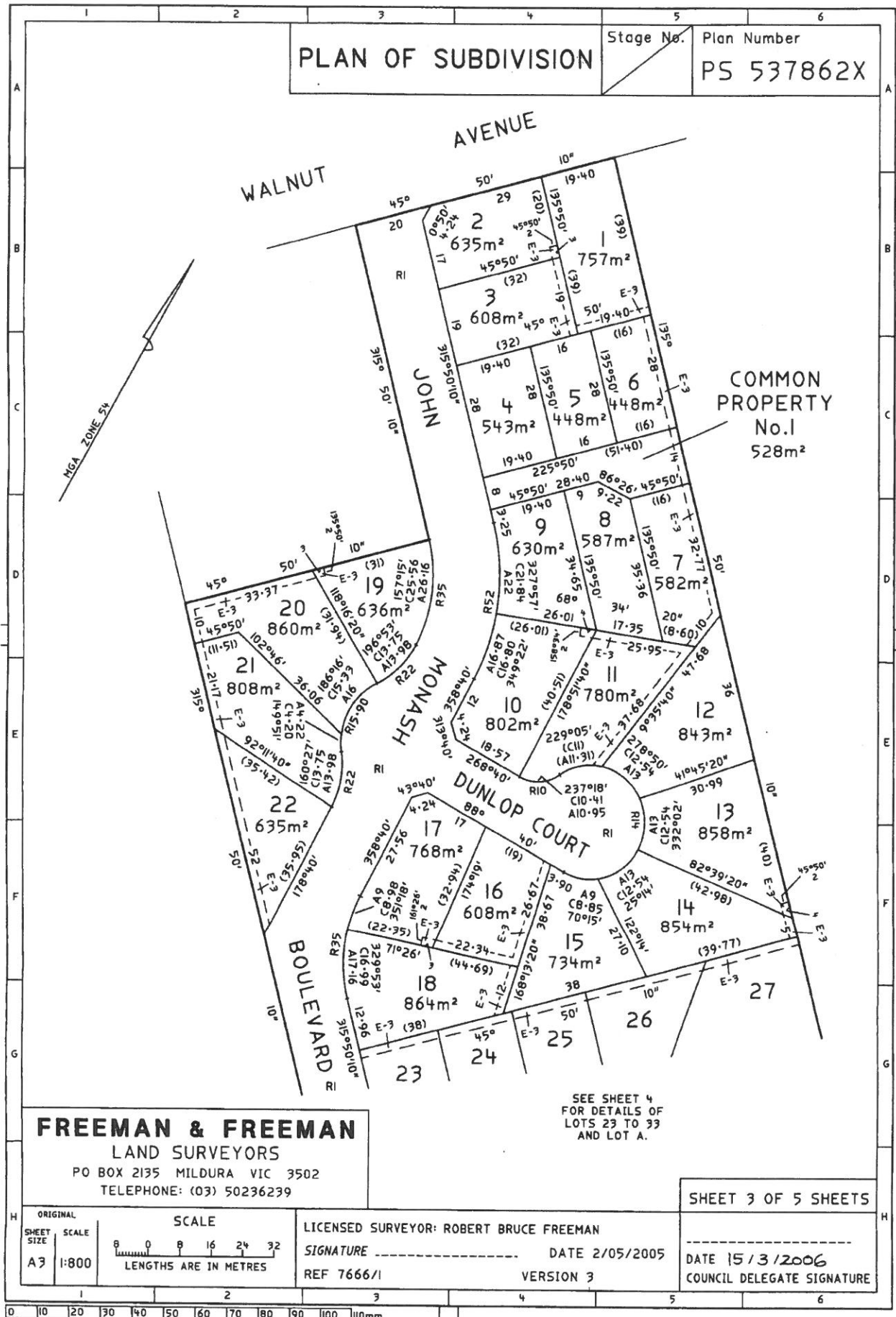
Notations	
Depth Limitation: DOES NOT APPLY	Staging This is /is not a staged subdivision Planning Permit No. P04/129
OTHER NOTATIONS: THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 304017 AFFECT ALL LAND ON THIS PLAN.	Survey:- This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). 863, 1044 In Proclaimed Survey Area no. _____ & 1120

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	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE WATER SUPPLY	5	ACH1299L THIS PLAN	LOWER MURRAY REGION WATER AUTHORITY FIRST MILDURA IRRIGATION TRUST
E-2	DRAINAGE & SEWERAGE WATER SUPPLY	5	ACH1295 THIS PLAN	LOWER MURRAY REGION WATER AUTHORITY FIRST MILDURA IRRIGATION TRUST
E-3	SEWERAGE	2	THIS PLAN	LOWER MURRAY URBAN & RURAL WATER AUTHORITY
E-4	SEWERAGE	3	THIS PLAN	LOWER MURRAY URBAN & RURAL WATER AUTHORITY
R1	WAY, DRAINAGE & SEWERAGE AND THE SUPPLY OF WATER, GAS, ELECTRICITY & TELECOMMUNICATIONS.	SEE DIAG.	THIS PLAN	LOTS ON THIS PLAN

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN REF 7666/1 VERSION 3 DATE 2/05/2005 SIGNATURE _____	LTO use only Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 25/5/07 <hr/> LTO use only PLAN REGISTERED TIME 10.05am DATE 1/6/07 Assistant Registrar of Titles
Sheet 1 of 5 Sheets	

FREEMAN & FREEMAN LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239	DATE 15/3/2006 COUNCIL DELEGATE SIGNATURE Original sheet size A3
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PS537862X

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT

Sheet 5



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS537862X

The land in PS537862X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 4 - 9.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

BODY CORPORATE STRATA GROUP 123 CHURCH STREET HAWTHORN VIC 3122

AL367728F 18/09/2014

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/11/2020 08:41:56 AM

OWNERS CORPORATION 1
PLAN NO. PS537862X

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Total	60.00	60.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: Allstate Conveyancing Services Plc
 Phone: 03 5023 5355
 Address: Dx 50016 Mildura
 Ref: SAM
 Customer Code: 36SF



Privacy Collection
 The information from
 statutory authority is
 maintained public
 in the Victorian Land

AG865080A



MADE AVAILABLE/CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-
 - together with any easements created by this transfer
 - subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
 - subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Lot 10 on Plan of Subdivision No. 537862X and being the whole of the land in Certificate of Title Volume 11011 Folio 228

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

All Its Estate In Fee Simple

Consideration:

\$80,000.00

Transferor: (full name)

PP SPIRIT PTY. LTD. ACN 122 757 902

Transferee: (full name and address including postcode)

HELEN PRESS of 142 Indi Avenue Red Cliffs 3496

Directing Party: (full name)

NIL

Creation and/or Reservation and/or Covenant

AND THE SAID HELEN PRESS for herself and her transferees the registered proprietors for the time being of the land transferred and every part thereof DO HEREBY as a separate covenant COVENANT with the PP SPIRIT PTY. LTD. A.C.N.122 757 902 and the other registered proprietor or proprietors for the time being of the land comprised in the Plan of Subdivision 537862X and every part thereof (other than the land hereby transferred) as follows:

1. They will not erect or cause or suffer to be erected upon the said lot more than one main building which shall not be less than one hundred and thirty five square metres (135m2) in floor and

Approval No. 1060089A

ORDER TO REGISTER

Please register and issue title to

T2

Page 1 of 2

Signed

Cust. Code:



Anstalt Pty Ltd

STAMP DUTY USE ONLY

Original Land Transfer
 Stamped with \$1,670.00
 Doc ID 2516209, 12 Nov 2009
 Victoria Duty, TXR2

THE BACK OF THIS FORM MUST NOT BE USED
 Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

that such building and lot or any part thereof shall not be further subdivided under the provisions of the Subdivision Act 1988 or any amendment modification or re-enactment of or substitution of that Act.

2. They will not erect or cause or suffer to be erected upon the said lot any dwelling house (except for the usual outbuildings) with more than fifty per centum of the external walls of any material other than brick (which definition shall not be extended to mean mud brick), brick veneer or stone, hebel panel or texture coated compressed sheet and shall not roof such dwelling with materials other than tiles or colorbond steel and that any roof including any garage or carport shall not be pitched at an angle less than 22.5 degrees.

3. They will not erect or cause or suffer to be erected on the said lot any transportable, prefabricated or moveable dwelling house or any existing dwelling house moved in whole or in part from another site or place of construction.

4. They will not erect or cause or suffer to be erected on the rear boundary or any side boundary within the building alignment of the said lot any fence other than a fence of a minimum height of 1.80 metres of zincalume steel panel type construction with an oven bake finish such as colourbond.


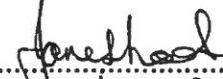
5. They will not permit the nature strip and front yard to remain in a non landscaped state after 90 days of receipt of any Occupancy Certificate.

Dated: 9 November 2009
Execution and attestation



AG865080A



EXECUTED by PP SPIRIT PTY. LTD. By being signed
by those persons who are authorised to sign for the
company:

Director	Director
DAVID JOHN MURPHYFull name	JANET CHRISTINE LOCKFull name
2 CHANDON CRT. IRYMPHUEUsual address	3 JOHN MANNING BLVD. MILLOURAUsual address

Signed by the Transferee
in the presence of:

Approval No. 1060089A

T2

Page 2 of 2



Anstat Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010



Mildura Rural City Council

Land Information Certificate

Date of certificate: 6 November 2020

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 23318

Assessment No: 31876

Your Reference: KE-20-0594

Applicant Details

Holcroft Lawyers
DX 50020
MILDURA

Property Address: 1 Dunlop Court MILDURA

Description: Lot 10 PS 537862X Sec 34 Blk E

Area: 802.0000 Square Metres

Capital Improved Value	\$585,000
Site Value	\$138,000
Net Annual Value	\$29,250
Base Date:	01/01/2020

RATES, CHARGES AND OTHER MONIES: FOR THE 2020-2021 FINANCIAL YEAR

(Current rates and charges are payable in one lump sum by 15 February or by quarterly instalments due (1st) 30 September, (2nd) 30 November, (3rd) 28 February and (4th) 31 May of this financial year.)

Residential Rate	\$3,630.54
Waste Management	\$434.79
Residential Fire Levy (Fixed)	\$113.00
Residential Fire Levy (Variable)	\$31.59
Rate Arrears to 30/06/2020:	\$0.00
Interest to 06/11/2020:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Total Rates & Charges Due:	\$4,209.92

Additional Monies Owed:

Debtor Balance Owing:

Total Rates & Charges & Additional Monies Owed:	\$4,209.92
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Pay via BPay Biller Code: 93922

Reference Number: 318766

For further information contact

Rates Department
Mildura Rural City Council
PO Box 105, Mildura Vic 3502; or
DX 50014, Mildura
Telephone: (03) 5018 8122

Certificate updates

Certificates are valid for 90 days from the original date of issue. Updates may be requested by the applicant only. All update requests must be submitted via the following email address:

helpdesk-revenue@mildura.vic.gov.au



Mildura Rural City Council

Land Information Certificate

Date of certificate: 6 November 2020

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 23318

Assessment No: 31876

Your Reference: KE-20-0594

Property Address: 1 Dunlop Court MILDURA 3500

Description: Lot 10 PS 537862X Sec 34 Blk E

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

There are no monies owed for works under the **Local Government Act 1958** or earlier act.

There are no monies owed under Section 94(5) of the **Electricity Industry Act 2000**.

There is no potential liability for rates under the **Cultural and Recreational Lands Act 1963**.

There is not any 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 of the **Subdivision Act 1988** or the **Local Government Act 1958**.

There are not any notices or orders on the land that have been served by Council under the **Local Government Act 1958**, **Local Government Act 1989**, any other Act or regulation, or under a local law of the Council, which have a continuing application as at the date of this certificate.

There is not a potential liability for the land to become rateable under Section 173 or 174A of the **Local Government Act 1989** unless stated in 'Please Note'.

There is no money owed under Section 227 of the **Local Government Act 1989**.

This certificate is not required to (and does not) include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

PLEASE NOTE:

I hereby certify that the information given in this certificate is a true and correct disclosure of rates and other monies payable to the Mildura Rural City Council as at the above date, together with any notices served pursuant to the Local Government Act, Local Law or any other Act.

.....David Clohesy..... **DELEGATED OFFICER**

RECEIPT OF \$27.00 ACKNOWLEDGED, BEING THE FEE FOR THIS CERTIFICATE.



LOWER MURRAY WATER

Statement No: IS21/83634
 Page: 1 of 2
 Our Ref: 50478
 Issue Date: 10/11/2020
 Your Ref: MBH:KE:20-0594

HOLCROFT LAWYERS
 DX 50020
 MILDURA

Statement showing Tariffs, Charges & Interest due within Financial Year Ending 30/06/2021.

Owner Name(s) MR RJ BROADHEAD & MRS DA BROADHEAD
 Situate: 1 DUNLOP COURT MILDURA VIC 3500
 Description: Lot 10 PS 537862X Blk E Sec 34 Vol 11011 Fol 228

Lower Murray Water hereby states that the above described property has the following Tariffs and Charges raised on the Property and the amounts are due and payable to Lower Murray Water.

NOTE: ALL ARREARS SHOWING ON THIS STATEMENT MUST BE PAID IN FULL ON SETTLEMENT.
NOTE: THIS STATEMENT IS VALID FOR A PERIOD OF THIRTY DAYS FROM DATE OF ISSUE
OR UNTIL THE END OF THE CURRENT PERIOD AS STATED BELOW

TARIFFS AND CHARGES

TARIFFS & CHARGES LEVIED for period:	1/10/2020 to 31/12/2020	
Sewerage Service Tariff		122.96
Water Service Tariff		52.09
Water by Measure to 18/9/2020		34.45
		<hr/>
Balance Due		\$209.50
		<hr/>

Mildura (Head Office)

T 03 5051 3400
 741-759 Fourteenth Street
 Mildura Victoria 3500
 PO Box 1438
 Mildura Victoria 3502
 AUSDOC DX 50023

Swan Hill (Area Office)

T 03 5036 2150
 73 Beveridge Street
 Swan Hill Victoria 3585
 PO Box 1447
 Swan Hill Victoria 3585
 AUSDOC DX 30164

Kerang (Area Office)

T 03 5450 3960
 56 Wellington Street
 Kerang Victoria 3579
 PO Box 547
 Kerang Victoria 3579
 AUSDOC DX 57908

E contactus@lmw.vic.gov.au

lmw.vic.gov.au



ABN 18 475 808 826

All Emergencies
1800 808 830



PROPERTY SERVICE INFORMATION	
Property Serviced:	Yes
Water Supply:	Potable Water
Sewer Supply:	Reticulated Sewer System

Last Billed Water Consumption Details

Period Of Usage: 24/6/2020 to 18/9/2020 (86 Days)
 47 kl @ \$0.45250 Step1 Rate + 16 kl @ \$0.82350 Step2 Rate = \$34.45

Water Meter Details

Serial No.	Size	Date Read	Reading
09101073	20	18/9/2020	4691

Other Information:

Corporation sewer main located inside property boundary:-

It should be noted that in most instances the integrity of the Corporations sewer mains are protected by way of sewer easements. A Sewer easement can be in the form of a registered easement as depicted on the property title or alternatively as an implied easement as prescribed under section 148 of the Water Act 1989. The Corporation has policies in place which prohibits the placement of buildings and or structures over sewer easements.

A meter reading has not been done on this property at the request of the applicant.

If you wish to make the settlement payment for this property via BPay please use the following information: **Biller Code 78477 Payment Reference Number 700504780.**

This Statement was issued from the Mildura Office.

Signed:

DocuSigned by:

 F84DF3A05A28456...

On behalf of:

LOWER MURRAY URBAN & RURAL WATER CORPORATION

PLEASE NOTE:

Legislative changes in Plumbing Regulations are such that Lower Murray Water is unable to ensure that internal plumbing services are complete. A physical inspection by a Registered/Licensed Plumber is advised.

Property owners of the relevant land are responsible for the operation and maintenance of all internal private services including all drains and service pipes up to the connection point of the Corporation's main.

DISCLAIMER:

Information as to the location of services provided in that statement in accordance with Section 158(3) of the Water Act 1989, relate only to services owned by the Corporation which are located within or adjacent to the property. The Corporation does not accept responsibility for information it attempts to provide to assist in relation to the location of private services within the property, this information provided under Section 158(4) of the Water Act 1989, and should not be relied upon without further physical inspection.



Mildura Rural City Council

Request For Building Information
Pursuant to regulation 51 Building Regulation 2018

Applicant's Name and Address:

Holcroft Lawyers
DX50020
MILDURA

File:	PA31876
Your Ref:	MBH:KE:20-0594
Date Issued:	9 November 2020

Property Address:	1 Dunlop Court – MILDURA Lot 10 on Plan of Subdivision 537862X Volume 11011 Folio 228
--------------------------	--

N.B. Please see page 2 for Salinity Statement

Regulation 51 (1)

(A) Details of any permit or certificate of final inspection issued in the preceding 10 years

- Building Permit 1070/110027/0 issued on 4 February 2011 for the Construction of Carport and Shed
Final Certificate issued 19 April 2011

(B) Details of any current statement issued under regulation 64(1) or 231(2) of these regulations

Nil

(C) Details of any current notice or order issued by the relevant building surveyor under the Act.

Nil


Signed:
MARK YANTSES
MUNICIPAL BUILDING SURVEYOR

N.B. Please note that information on this form is taken from Council records and is **NOT** evidence that illegal building works do not exist in relation to this property.

**ATTACHMENT TO REQUEST FOR INFORMATION
BUILDING REGULATION 51
SALINITY AFFECTING THE MUNICIPALITY**


Some land within the municipality of the Mildura Rural City Council contains high levels of salt resulting in a condition commonly referred to as 'salinity'. Salinity can result in 'salt damp' or 'rising damp and salt attack' which can cause damage to certain building materials such as concrete and masonry.

Council recommends that you make your own inquiries regarding the presence of high salinity on land which you own or are considering to purchase.

If you are proposing to construct buildings on land in the municipality, you should ascertain whether or not special measures should be taken during the construction of these buildings to minimise any effects that salinity may have.

Council provides this information to assist you to make informed decisions about existing buildings or the construction of new buildings in high salinity areas.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Mark Yantses', with a stylized flourish at the end.

Mark Yantses

MUNICIPAL BUILDING SURVEYOR

MY/jb

Form 2
Building Act 1993 Building Regulations 2006 Regulation 313
BUILDING PERMIT No. BS-U1070 / 110027/0



Issued to

Owner/Agent of Owner: **Mauri Press**
Postal Address: **PO Box 132 RED CLIFFS 3496**
Telephone: **0408 596 303**

Owner: **Helen Press**
Postal Address: **PO Box 132 RED CLIFFS 3496**
Telephone: **0408 596 303**

95 Pine Avenue
Mildura Victoria 3500

P 03 5023 4826
F 03 5023 4849
E reception@regionalbuilding.com.au

Property details (include Title details as and if applicable)

Number 1	Street/road Dunlop Court	City/Suburb/Town MILDURA
Postcode 3500	Lot/s 10	LP/PS 537862X
Volume 11011	Folio 228	Crown Allotment
Section	Parish Mildura	Municipal District Mildura Rural City Council

Builder 1

Name: **Mallee Sheds** Ph. **50246 864 / 0419 563 899**
Address: **1553 Koorlong Avenue, IRYMPLE** Postcode **3498**

Details of building practitioners and architects

(a) to be engaged in the building work 3 and (b) who were engaged to prepare documents forming part of the application for this permit 4

Type	Registration number	Name	Company
Builder	DB-L24856	Dean Brown	Mallee Sheds
Structural Engineer	EC 1618	Trevor John	Trevor John and Associates Pty Ltd

The issuer or provider of the required Insurance policy is: **QBE Insurance**

Nature of building work

Construction of a carport and shed

Stage of building work permitted **All Stages**

Cost of building work **\$17,000** Total floor area of new building work **87m2**

Building classification

10a **New Building Carport and Shed**

Prescribed reporting authorities

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

Prescribed Reporting Authority	Matter reported on	Regulation
Mildura Rural City Council	Walls on boundary	415

Commencement and completion:

This building work must commence by: **04/02/2012**

This building work must be completed by: **04/02/2013**

Display of Sign:

Pursuant to regulation 317 of the Building Regulations 2006, the person in charge of the building works is to display a sign on the building site at all times. The sign must include the Name, Registered Numbers and Contact Details of the builder and building surveyor and the building permit number & date.

Inspection requirements

The mandatory notification stages are:

Inspection of pad footings Inspection of steel framework
Final inspection upon completion of all building work

Relevant building surveyor

Name: **WAYNE D. WILKIE**

Registration No. **BS-U1070**

Signature:

Issued: **04/02/2011**

Regional Building
Consultants Pty Ltd

ABN 56 056 973 996

Notes:

Note 1 : Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 2 : Under regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.

Note 3 : Include building practitioners with continuing involvement in the building work.

Note 4 : Include only building practitioners with no further involvement in the building work.

Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$12,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.



95 PINE AVENUE MILDURA Ph. (03) 5023 4826 Fax: (03) 5023 4849

BUILDING PERMIT CONDITIONS

1. All works authorised by this permit shall comply with the provisions of the Building Act 1993, Building Regulations 2006, Building Code of Australia, other relevant codes and any Local Laws of the Municipality. No Variation from the approved documents shall be permitted without the consent of the relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.
2. The owner and/or builder shall be responsible to define the boundaries of the allotment.
3. All timber framing to comply with AS 1684 – National Timber Framing Code, or Victorian Timber Framing Manual.
4. The building is in an area designated by the Municipality as likely to be subject to infestation by termites and shall be protected in accordance with Building Code of Australia B1.3 (J) and AS3660.1. It is the owners responsibility to carry out regular inspections (12 months maximum) of the building for evidence of termite activity.
5. It is not the responsibility of the relevant building surveyor to confirm compliance with any section 173 agreement, covenant or other restriction which may be shown on title and by issuing this permit the relevant building surveyor does not warrant that the works authorised by this permit will comply with any section 173, covenant or other restriction which may be shown on title.
6. Applicant to obtain all necessary Road Opening, Crane and Hoarding Permits as required by the Relevant Council. Contact must be made with Council's Engineering Department to determine which relevant permit/s are required prior to commencement of works.
7. All construction shall meet the performance requirements of Section 2 /B.1 as applicable, of the Building Code of Australia.
8. The builder must ensure that all energy efficiency requirements listed in the energy efficiency report have been complied with and a signed copy of the compliance certificate is to be submitted to this office.
1. The owner and builder must consult with the relevant sewerage authority and local council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of those authorities.
10. A certificate of completion under Section 221ZH of the Building Act 1993 for plumbing work on this project is to be submitted to this office prior to the issue of an Occupancy or Final Certificate.

SPECIAL CONDITIONS

Truss details to be submitted for approval prior to frame inspection

Building Act 1993
Building Regulations 2006
Regulation 1006
Form 7



Certificate of Final Inspection
For Building Permit number: BS-U1070 /110027/0
Certificate number: 110027

95 Pine Avenue
Mildura Victoria 3500

P 03 5023 4826
F 03 5023 4849
E reception@regionalbuilding.com.au

Issued to (owner)
Helen Press
PO Box 132
RED CLIFFS VIC 3496

Site
Lot 10 No. Street Dunlop Court
Suburb MILDURA Postcode 3500

P/S: 537862X Volume: 11011 Folio: 228
Municipality Mildura Rural City Council

Description of Building Work:
Construction of a carport and shed

Nature of Building Work:
10a New Building Carport and Shed

Prescribed reporting authorities

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

Prescribed Reporting Authority	Matter reported on	Regulation
Mildura Rural City Council	Walls on boundary	415

Any directions under Part 4 of the Building Act 1993 have been complied with.

Issued By: WAYNE D. WILKIE Registration No.: BS-U1070

Signature:

Certificate date: 19 April 2011



0350246899

Domestic Building Insurance**Certificate of Insurance****Policy Number:** 42-0025994-BWI-6**Date Issued:** 21/01/2011**628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 82462886
Fax: 02 8276 9999
ABN: 78 003 191 035
AFS License No: 239545****MAURRIE PRESS
1 DUNLOP COURT
MILDURA VIC 3500****Name of Intermediary
AON-HIA (VIC)****Account Number
42-HIAVIC****Policy Schedule Details****Certificate in Respect of Insurance****Domestic Building Contract**

A contract of Insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the Insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victoria Managed Insurance Authority Act 1996 (Vic), in respect of Domestic Building Work described in the Schedule herein.

Works ALTERATIONS AND ADDITIONS NON STRUCTURAL**At** 1 DUNLOP STREET
MILDURA VIC 3500**Carried Out By** BUILDER
MALLEE SHEDS PTY LTD
ABN: 86 091 415 931**Declared Contract Price** \$18,371.00**Building Contract Date** 18/01/2011**Builders Registration No.** DBL 24856**Building Owner / Beneficiary** MAURRIE PRESS

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner.

Issued by QBE Insurance (Australia) Limited for and on behalf of**Victorian Managed Insurance Authority****IMPORTANT NOTICE:**

This Certificate must be read in conjunction with the Policy Wording and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the statutory period of cover.

QM2770-0910

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 27 October 2020 04:00 PM

PROPERTY DETAILS

Address: **1 DUNLOP COURT MILDURA 3500**
Lot and Plan Number: **Lot 10 PS537862**
Standard Parcel Identifier (SPI): **10\PS537862**
Local Government Area (Council): **MILDURA**
Council Property Number: **31876**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 534 J10**

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 in VicPlan](#)

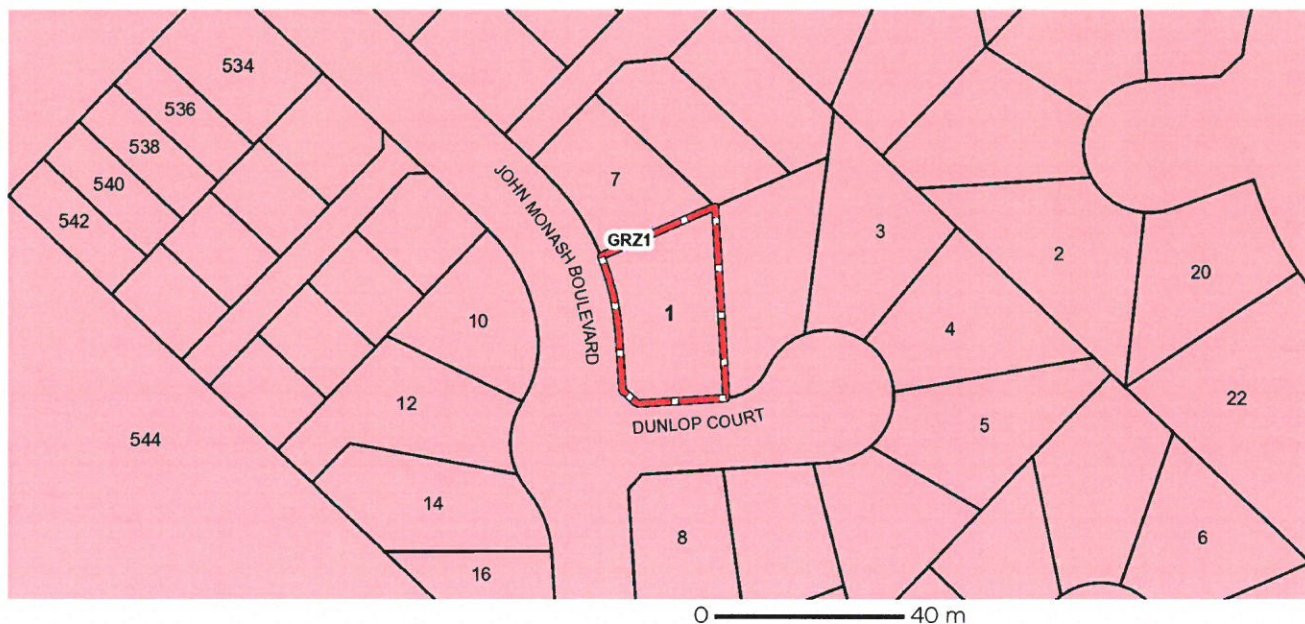
STATE ELECTORATES

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

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



 **GRZ - General Residential**

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

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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).

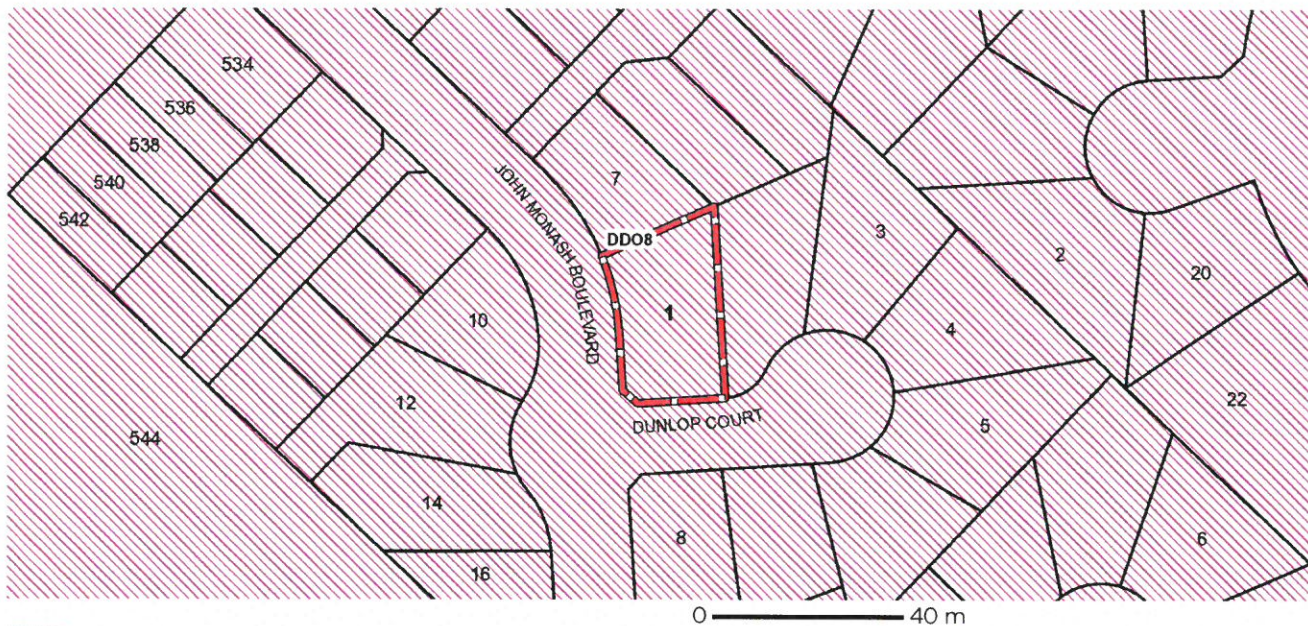
PLANNING PROPERTY REPORT: 1 DUNLOP COURT MILDURA 3500

Page 1 of 5

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

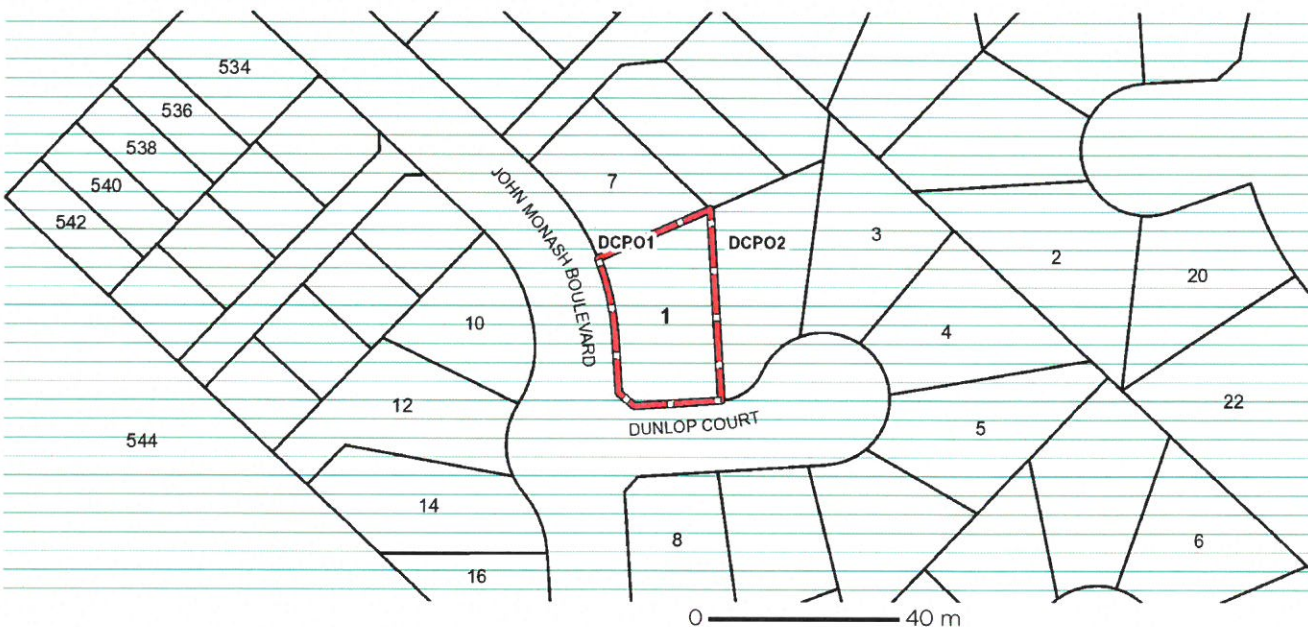
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

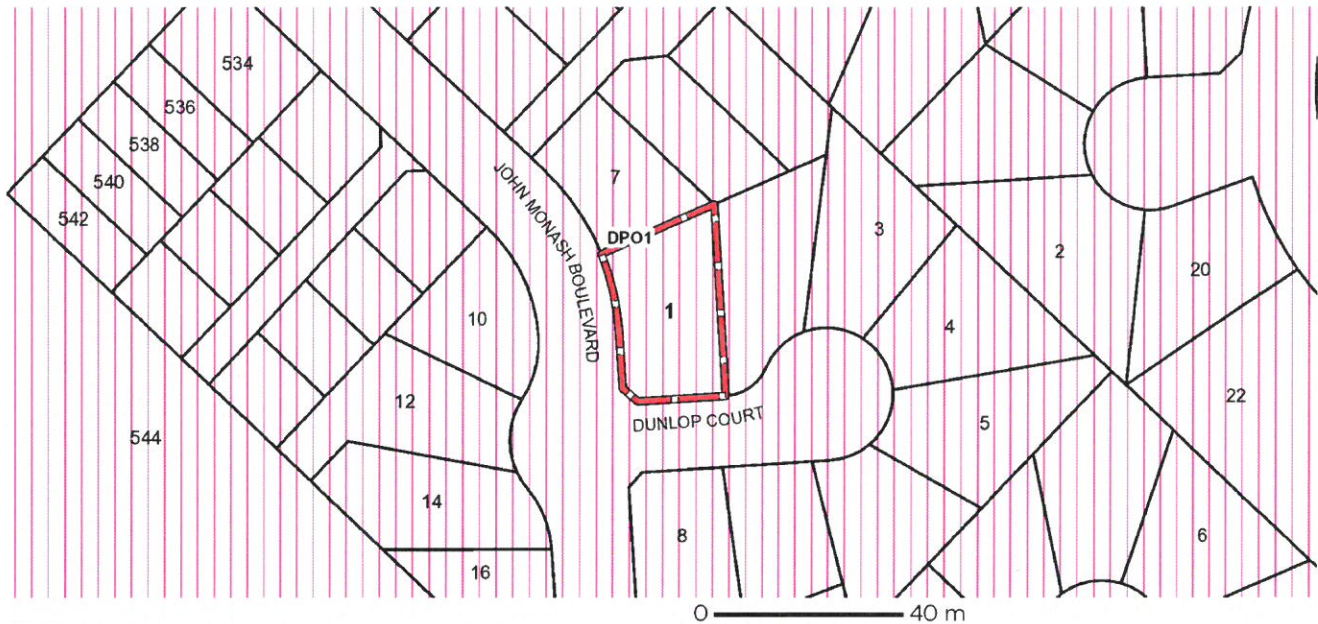
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



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 (SMO)



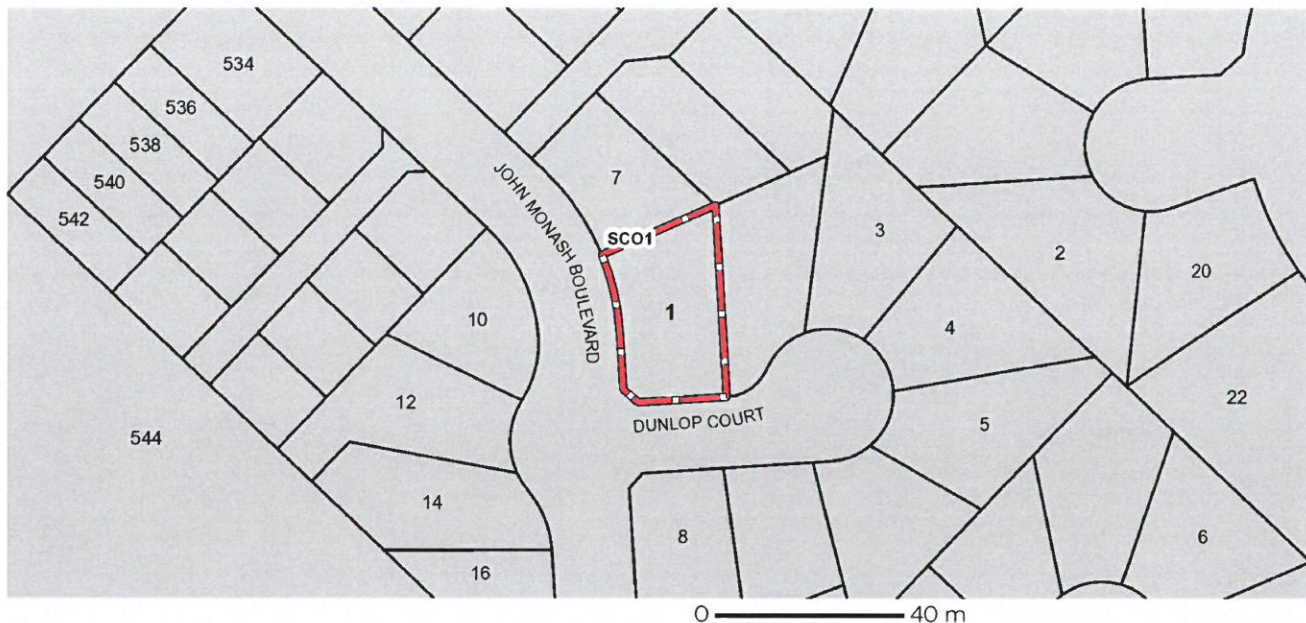
SMO - Salinity Management

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

Planning Overlays

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1(SCO1)



 **SCO - Specific Controls**

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 21 October 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

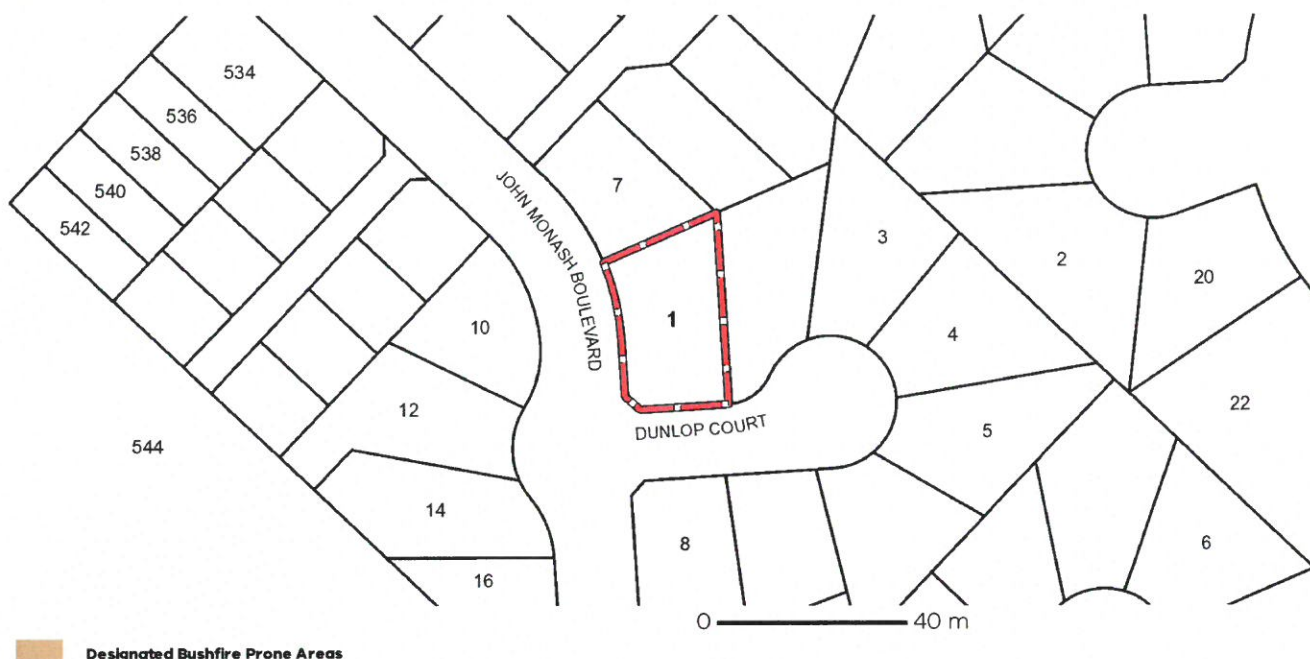
<https://mapshare.maps.vic.gov.au/vicplan>

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

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://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 <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>

Property Report from www.land.vic.gov.au on 27 October 2020 03:58 PM

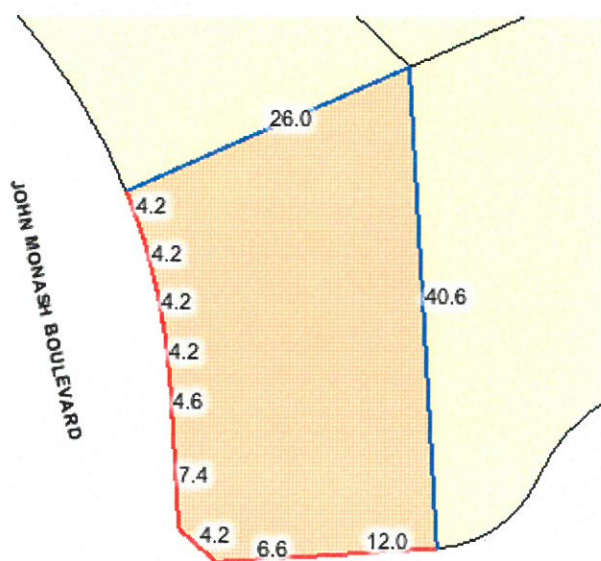
Address: 1 DUNLOP COURT MILDURA 3500
Lot and Plan Number: Lot 10 PS537862
Standard Parcel Identifier (SPI): 10\PS537862
Local Government (Council): MILDURA **Council Property Number:** 31876
Directory Reference: VicRoads 534 J10

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

Site Dimensions

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



Area: 802 sq. m
Perimeter: 118 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)

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

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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](#)

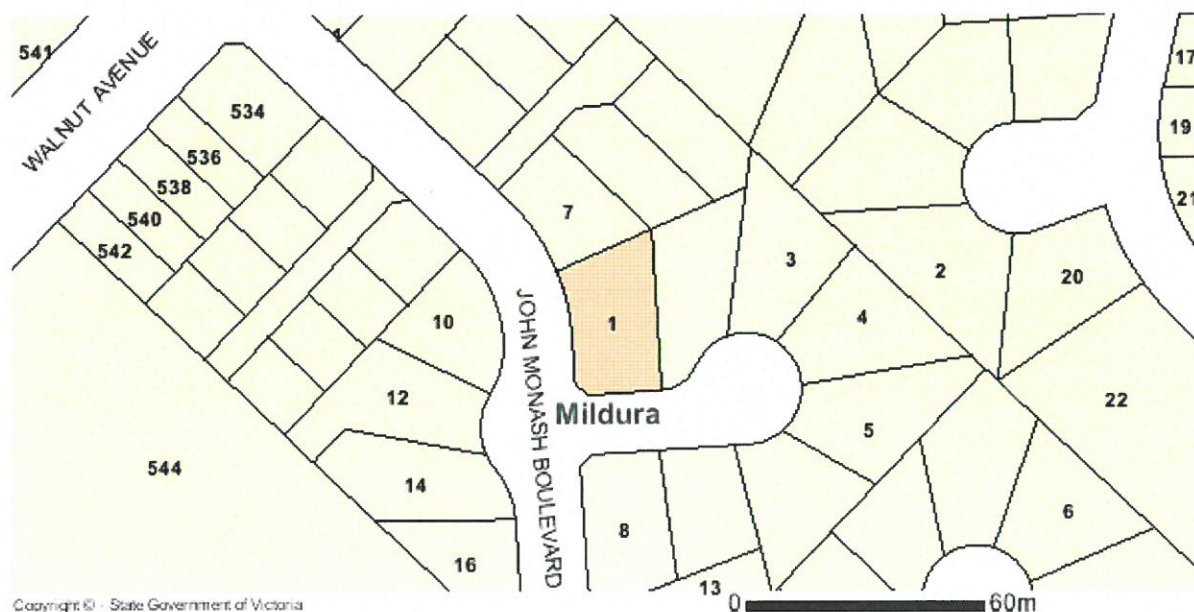
The Planning Property Report includes separate maps of zones and overlays

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

Area Map



Copyright © - State Government of Victoria

+++++ Railway + + + + + Tram ——— River, stream Lake, waterbody

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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.

(04/10/2016)

DATED

2020

RONALD JAMES BROADHEAD AND DEBRA ANNE BROADHEAD

VENDORS STATEMENT

Property: 1 Dunlop Court, Mildura 3500

Holcroft Lawyers
143 Langtree Avenue
MILDURA VIC 3500
Tel: (03) 5022 2622
Fax: (03) 5022 2649
DX 50020 MILDURA
Ref: MBH:KE:20-0594

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