

## **SPECIAL CONDITIONS**

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

### **1. CONDITION FOR TRANSFER OF A WATER SHARE**

- (a) Included in this sale is the Vendor's right ('the water entitlement') to take up to 3 megalitres of water annually from Lower Murray Water ('the Water Authority').
- (b) The purchase price is apportioned as follows:

The water entitlement, 3 @ \$4,500 per megalitre	\$13,500.00
Land and permanent improvements	\$
- (c) The expression 'the water entitlement' includes the Vendors water share delivery share and water use license together with carryover water for the year ended on the immediately preceding 30th June ('carryover allocation'), water allocated to the Vendors at the date hereof ('advance allocation(s)') and allocations made after the date hereof ('seasonal allocations').
- (d)
  - (i) The Vendor is under no obligation to disclose further information relating to his water entitlement other than is contained in this contract including any disclosure of allocations made after the date hereof. The Purchaser acknowledges that he shall rely on his own enquiries directed to the Water Authority concerning the Vendor's water entitlement.
  - (ii) The Vendor consents to the Water Authority disclosing to the Purchaser the information it has relating to the Vendor's water entitlement.
- (e) The Purchaser acknowledges that the delivery of water to the property of any volume and at any time is not assured and depends on a decision in that regard by the Water Authority.
- (f) The Vendor shall within seven days of:
  - (i) the date of this Contract, provide the Purchaser with a copy of his water share record (unless it is included in the Vendor's Statement) and an application ('the Application') to transfer his water share;
  - (ii) receipt from the Purchaser of the Application, lodge the Application with the Water Authority provide the required proof of the Vendor's identity and pay the fee on the Application; and
  - (iii) receipt from the Water Authority of the Transfer of Water Share, deliver it to the Purchaser or his solicitor the same to be held or controlled on the Vendor's behalf and returnable on demand to the vendor.
- (g) The Purchaser shall within seven days of:
  - (i) receiving the Application from the Vendor, complete sign and return it to the Vendor or his solicitor; and

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

**2. IF THE PURCHASER IS A COMPANY:**

The Guarantee referred to in General Condition 3 shall be in the form set out hereunder.

**FORM OF GUARANTEE**

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

**DATED** this                                      day of                                      2020.

**SIGNED SEALED AND DELIVERED** by                                      )

)

in the presence of:                                      )

**SIGNED SEALED AND DELIVERED** by                                      )

)

in the presence of:                                      )

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

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

**VENDOR**                 **JOHN JOHNSON**

**PROPERTY**            **12 Janson Lane, Red Cliffs**  
                              **(Crown Allotment 203F Section B Parish of Mildura and being the land more particularly**  
                              **described in Certificate of Title Volume 8331 Folio 392)**

**WATER**                **WEE019308     3 Megalitres**

**1.     FINANCIAL MATTERS**

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

(a)    Their amounts are as follows:

Authority	Amount	Interest (if any)
Mildura Rural City Council- per annum 2019/2020	\$1,263.10	
Lower Murray Water- Rural per qtr 2019/2020	\$60.10	

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

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

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

Nil.

**1.3    Terms Contract**

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

Not applicable.

**1.4    Sale Subject to Mortgage**

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

Nil.

**2. INSURANCE**

**2.1 Damage and Destruction**

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide 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 description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

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

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

**3.2 Road Access**

There is access to the property by road.

**3.3 Designated Bushfire Prone Area**

The land is not in a bushfire prone area under section 192A of the *Building Act 1993*.

**3.4 Planning Scheme**

The required specified information is 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:

Nil.

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

Nil.

#### **5. BUILDING PERMITS**

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

#### **6. OWNERS CORPORATION**

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

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

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

##### **7.1 Work-in-Kind Agreement**

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

##### **7.2 GAIC Recording**

The land is not affected by the GAIC.

#### **8. SERVICES**

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

- (a) gas supply
- (b) town water supply
- (c) sewerage
- (d) telephone services

**9. TITLE**

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

**10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

There is no certificate relating to Energy Efficiency Information applicable.

**11. DUE DILIGENCE CHECKLIST**

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

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

Date of this Statement: ...../...../.....

Signature of the vendor: .....  
John Johnson

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

Date of this Acknowledgment: ...../...../.....

Signature of the purchaser: .....

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

VOLUME 08331 FOLIO 392

Security no : 124084328349E  
Produced 15/07/2020 10:07 AM

CROWN GRANT

LAND DESCRIPTION

Crown Allotment 203F Section B Parish of Mildura.

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

JOHN JOHNSON of LOWAN AVENUE RED CLIFFS VIC 3496  
AB622325W 11/10/2002

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AC807390W 20/04/2004

COMMONWEALTH BANK OF AUSTRALIA

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below.  
For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP281513K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 12 JANSON LANE RED CLIFFS VIC 3496

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

DOCUMENT END

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<b>TITLE PLAN</b>		<b>EDITION 1</b>	<b>TP 281513K</b>
<b>Location of Land</b> Parish: MILOURA Township: B Section: 203F Crown Allotment: 203F Crown Portion:  <b>Last Plan Reference:</b> Derived From: VOL 8331 FOL 392 Depth Limitation: 50 FEET		<b>Notations</b> SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL 8331 FOL 392 AND NOTED ON SHEET 2 OF THIS PLAN  IN THE MALLEE COUNTRY FOR THE PURPOSES OF THE LAND ACT  ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	
<b>Description of Land / Easement Information</b>			THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 21/01/2000 VERIFIED: BE
<div style="text-align: right;"> <b>COLOUR CODE</b>          Y=YELLOW       </div>			
<b>LENGTHS ARE IN LINKS</b>		Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 2 sheets

<b>TITLE PLAN</b>	<b>TP 281513K</b>
<p><b>LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS</b></p> <p><b>CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT</b></p>	
<p style="text-align: right; margin-right: 50px;"><b>All</b> THAT PIECE OF LAND in the MALLEE</p> <p>COUNTRY in the said State containing one rood and nineteen perches more or less being Allotment two hundred and three<sup>rd</sup> of —  Section B in the Parish of Mildura County of Karkaroola</p> <p>designated and colored yellow in the map in the margin hereof together with the right to sink wells for water and to the use for all purposes of any wells and springs now or hereafter upon the said land as though this Grant had been made without any limitation as to depth PROVIDED that this Grant is made subject to—</p> <p>(a) the reservation to Us Our heirs and successors of—</p> <p style="margin-left: 40px;">(i) all gold silver <del>platinum</del> uranium thorium and minerals within the meaning of the Mines Act, 1958 and petroleum within the meaning of the Petroleum Act 1958; <del>hereinafter called "the reserved minerals";</del></p> <p style="margin-left: 40px;">(ii) rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the said land;</p> <p style="margin-left: 40px;">(iii) rights for access and for pipe-lines works and other purposes necessary for obtaining and conveying on and from the said land any of the reserved minerals which is obtained in any part of the said land;</p> <p>(b) the right to resume the said land for mining purposes pursuant to section <del>205</del> <sup>1958</sup> of the <del>Land Act 1958</del> <sup>1958</sup>;</p> <p>(c) the right of any person being the holder of a miner's right or of a mining lease or mineral lease under the Mines Act <del>1958</del> <sup>1958</sup> or any corresponding previous enactment to enter on the said land and to mine for gold or minerals within the meaning of that Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those under which such a person has now the right to mine for gold and silver in and upon Crown lands provided that compensation as prescribed by Part II. of that Act is paid for surface damage to be done to the said land by reason of mining thereon</p>	
LENGTHS ARE IN LINKS	METRES = 0.0045 x FEET METRES = 0.201168 x LINKS
Sheet 2 of 2 sheets	

## **COPY OF RECORD IN THE VICTORIAN WATER REGISTER**

### **WATER SHARE**

#### **Water Act 1989**

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

#### **Water Share Description**

<b>Status</b>	Active
<b>Volume</b>	3.0 megalitres
<b>Water authority</b>	Lower Murray Water
<b>Water system source</b>	Murray
<b>Water system type</b>	Regulated
<b>Reliability class</b>	High
<b>Trading zone source</b>	7 VIC Murray - Barmah to SA
<b>Trading zone use</b>	7 VIC Murray - Barmah to SA
<b>Delivery system</b>	Red Cliffs Irrigation District
<b>Tenure</b>	Ongoing
<b>Tradability</b>	Tradable
<b>Carryover allowed</b>	Yes

#### **Water Share Owner(s)**

Sole Owner 1 of 1

JOHN JOHNSON of PO BOX 1131 RED CLIFFS VIC 3496  
WEI034957 Lodged on : 01 Jul 2007 Recorded on : 01 Jul 2007

#### **Current Year Allocation**

Carryover at 1 July:	2.850 ML
Seasonal allocation since 1 July:	0.450 ML
Total allocation to date:	3.300 ML
Possible future allocation to 30 June:	2.550 ML

### Spillable Account Details

Low risk of spill declaration:	Not yet made
Volume spilled:	0.000 ML
Current volume subject to above entitlement storage fee:	0.300 ML
Maximum volume subject to above entitlement storage fee:	2.850 ML

### Water Share Association

#### Water use reference(s)

<i>Water use ID</i>	<i>Status</i>	<i>Type</i>	<i>Annual use limit (ML)</i>
WUR002663	Active	Use registration	3.0

#### Land description

Volume 8331 Folio 392  
CA 203F Section B Parish of Mildura

### Recorded Interests

#### Mortgage

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

#### Limited term transfer

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

### Notifications

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

### Application History

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
WEI034957	Issue	Recorded	01 Jul 2007	01 Jul 2007	01 Jul 2007

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END OF COPY OF RECORD

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## COPY OF RECORD IN THE VICTORIAN WATER REGISTER

### WATER-USE REGISTRATION

#### Water Act 1989

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*Water-use registration WUR002663 does not remove the need to apply for any authorisation or permission necessary under any other Act of Parliament with respect to anything authorised by the water-use registration.*

*Water used under water-use registration WUR002663 is not fit for any use that may involve human consumption, directly or indirectly, without first being properly treated.*

Water-use registration WUR002663 authorises the use of water for the purpose of watering a kitchen garden that is not more than 0.4 hectares, watering animals kept as pets, watering cattle or other stock (not including piggeries, feed lots, poultry farms or any other intensive or commercial use), dairy use, and general non-irrigation farm use, on the land described below.

#### Land on which water may be used

##### Land description

Volume 8331 Folio 392  
CA 203F Section B Parish of Mildura

#### Holder(s) of Water-Use Registration

JOHN JOHNSON of PO BOX 1131 RED CLIFFS VIC 3496

#### Water-Use Registration Details

Status	Active
Annual use limit	3.0 megalitres
Water share holding limit	6.0 megalitres
Licensing water authority	Lower Murray Water
Trading zone for water use	7 VIC Murray - Barmah to SA
Delivery system	Red Cliffs Irrigation District
Related works licences	Nil
Associated water shares	WEE019308

#### Application History

Reference	Type	Status	Lodged date	Approved date	Recorded date
Nil					

END OF COPY OF RECORD

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## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 15 July 2020 10:05 AM

**Address:** 12 JANSON LANE RED CLIFFS 3496

**Crown Description:** Allot. 203F Sec. B PARISH OF MILDURA

**Standard Parcel Identifier (SPI):** 203F~B1PP3102

**Local Government (Council):** MILDURA **Council Property Number:** 19799

**Directory Reference:** VicRoads 3 E7

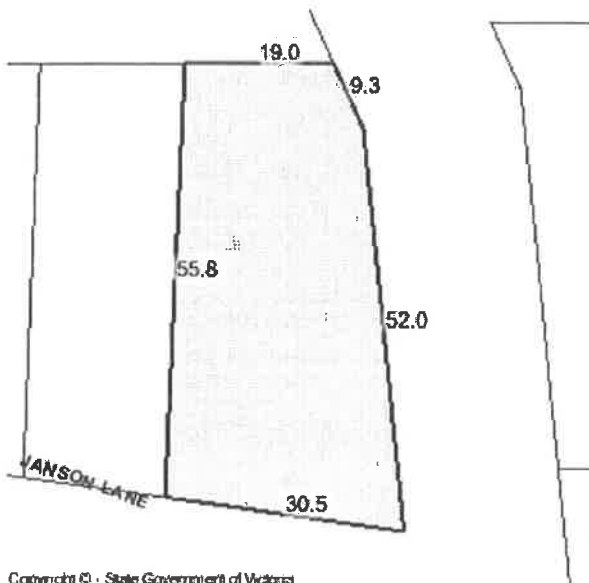
**This property is not in a designated bushfire prone area.**

**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:** 1492 sq. m

**Perimeter:** 166 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:** FARMING ZONE (FZ)  
SCHEDULE TO THE FARMING ZONE (FZ)

**Planning Overlay:** SPECIFIC CONTROLS OVERLAY (SCO)  
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 8 July 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](#)

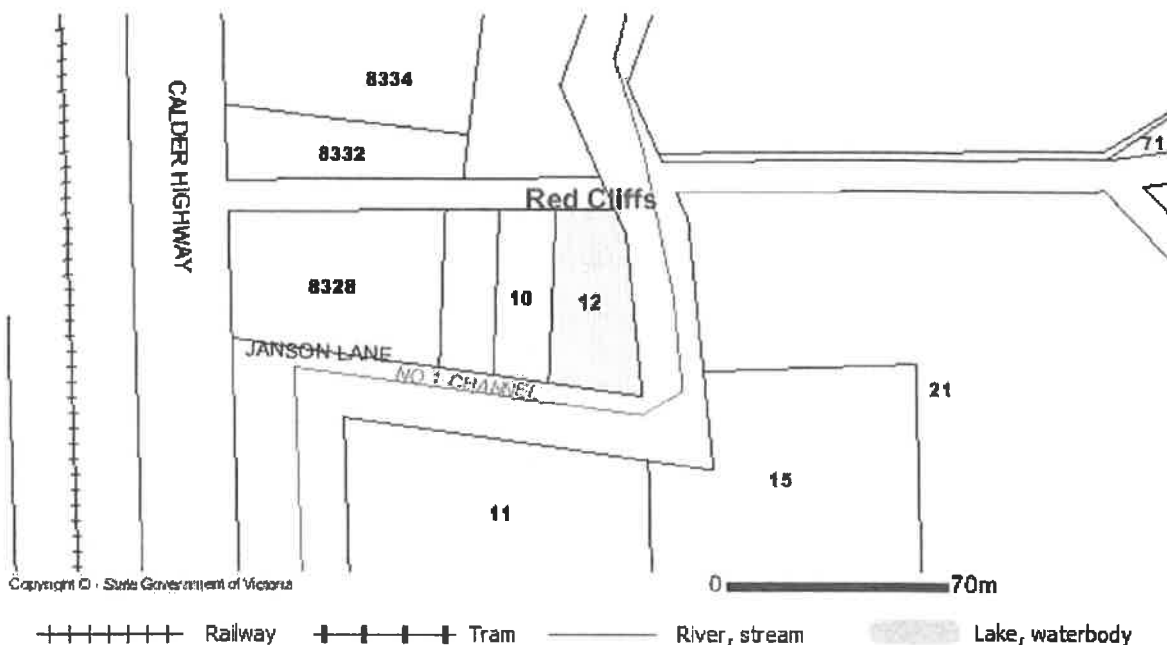
The Planning Property Report includes separate maps of zones and overlays

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 15 July 2020 10:05 AM

## PROPERTY DETAILS

Address: **12 JANSON LANE RED CLIFFS 3496**  
Crown Description: **Allot. 203F Sec. B PARISH OF MILDURA**  
Standard Parcel Identifier (SPI): **203F-B\PP3102**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **19799**  
Planning Scheme: **Mildura**  
Directory Reference: **Vicroads 3 D7**

[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 in VicPlan](#)

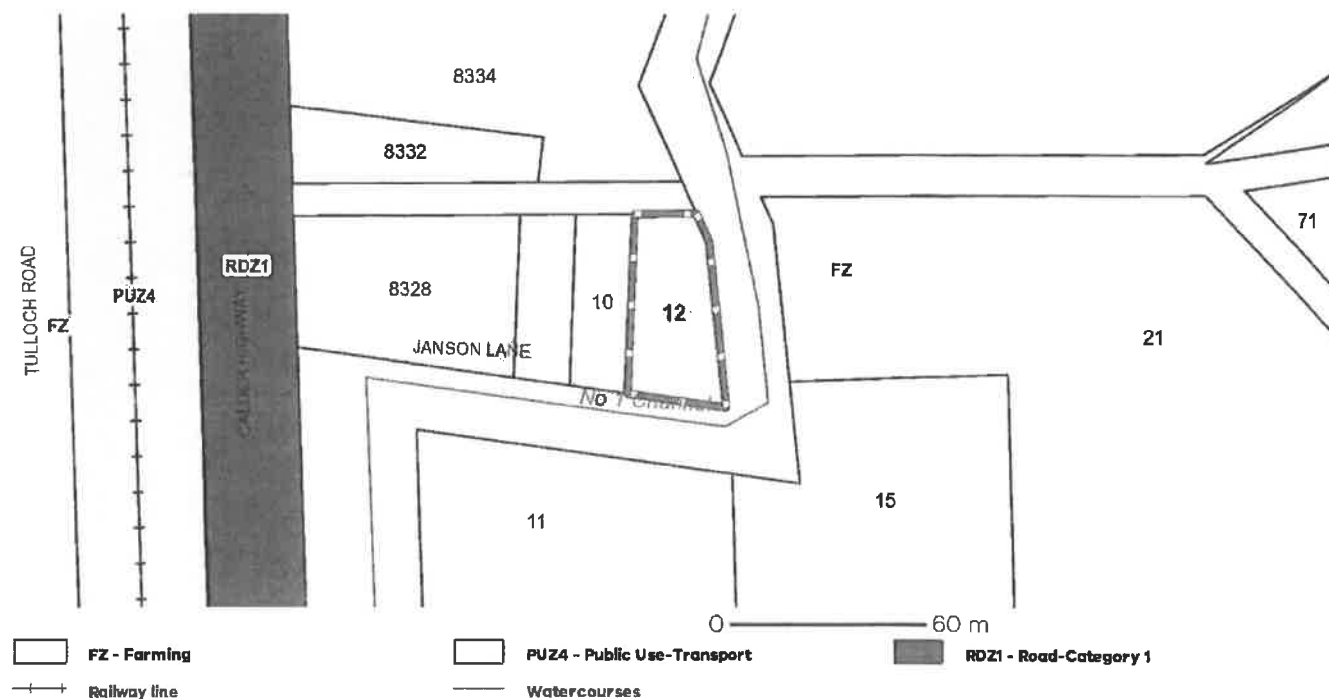
## STATE ELECTORATES

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

## Planning Zones

### FARMING ZONE (FZ)

### SCHEDULE TO THE FARMING ZONE (FZ)

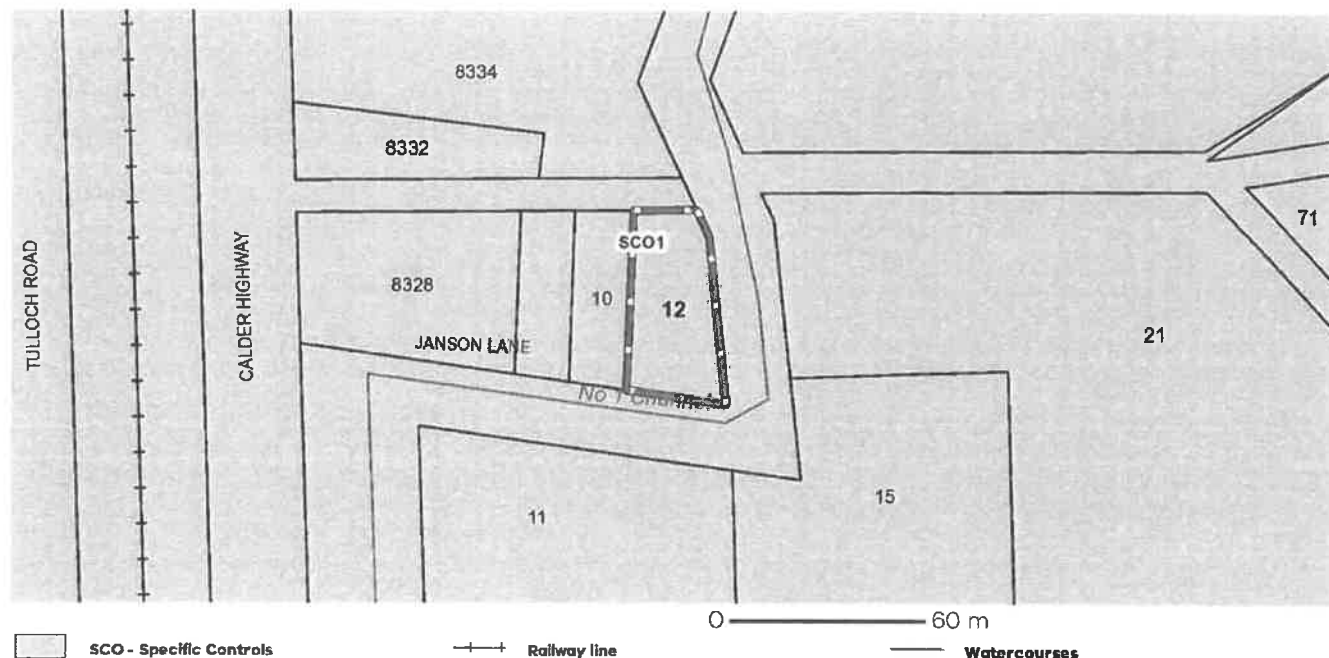


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend

## Planning Overlay

### SPECIFIC CONTROLS OVERLAY (SCO)

#### SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



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 9 July 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>

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It does not include information about exhibited planning scheme amendments, or zonings that may abut 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://mapshore.maps.vic.gov.au/vicplan>

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

# PLANNING PROPERTY REPORT

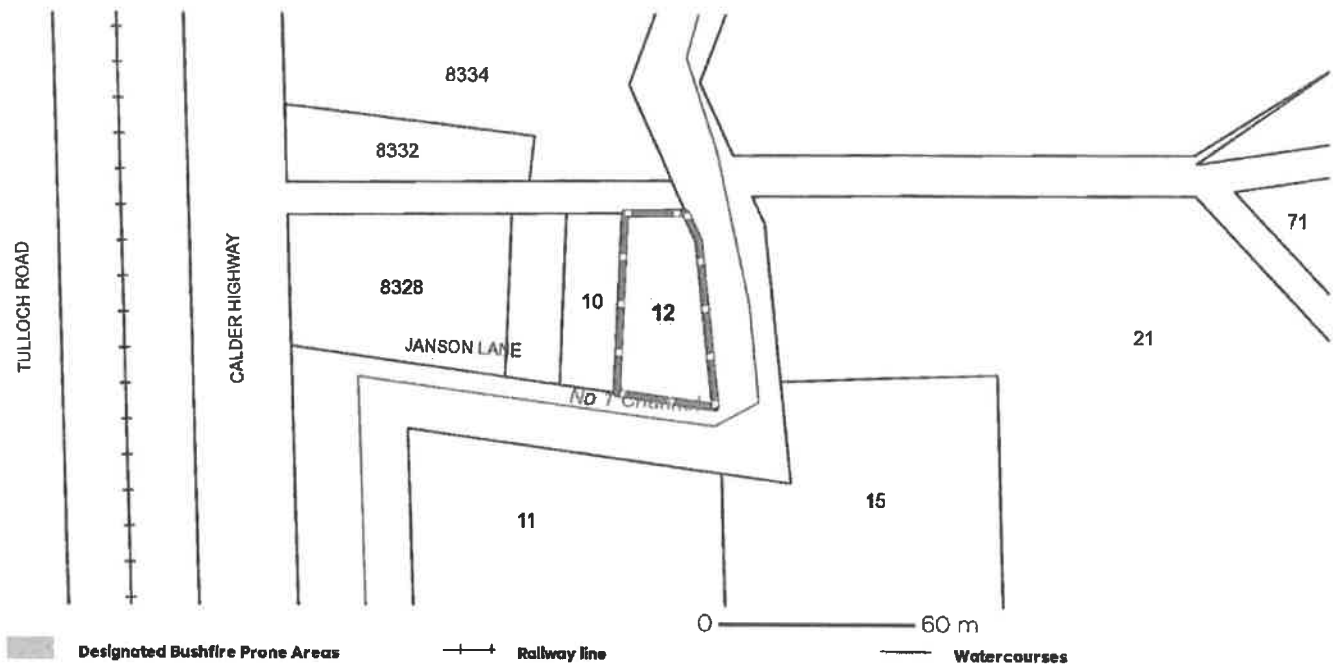


Environment,  
Land, Water  
and Planning

## 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://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>

# 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 \(consumer.vic.gov.au/duediligencechecklist\)](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.

