

## 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. IF THE PURCHASER IS A COMPANY:**  
The Guarantors of the Company are:

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 SEAL OF**

**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**                      **THUMPAYIL ABRAHAM THOMAS and NISA VILANGATTUSSERIL JOSE**

**PROPERTY**                **33 Albert Street, Mildura  
(Lot 52 on Plan of Subdivision 819469E and being the land more particularly described in  
Certificate of Title Volume 12228 Folio 760)**

**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 2020/21	\$722.12	
Lower Murray Water- per qtr 2020/21	\$87.52	

(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) electricity supply
- (b) gas supply
- (c) water supply
- (d) sewerage
- (e) 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:

..... / ..... / .....

Signatures of the vendor:

.....  
Thumpayil Abraham Thomas

.....  
Nisa Vilangattusseril Jose

**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 12228 FOLIO 760

Security no : 124087101835V

Produced 11/12/2020 04:43 PM

LAND DESCRIPTION

Lot 52 on Plan of Subdivision 819469E.  
PARENT TITLE Volume 12065 Folio 098  
Created by instrument PS819469E 24/06/2020

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
NISA VILANGATTUSSERIL JOSE  
THUMPAYIL ABRAHAM THOMAS both of 20 ONTARIO PARK DRIVE MILDURA VIC 3500  
AT455061D 24/07/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT455062B 24/07/2020  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT AT455061D 24/07/2020

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AC915420M 10/06/2004

AGREEMENT Section 173 Planning and Environment Act 1987  
AD984161L 08/11/2005

DIAGRAM LOCATION

SEE PS819469E 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)

ADMINISTRATIVE NOTICES

NIL

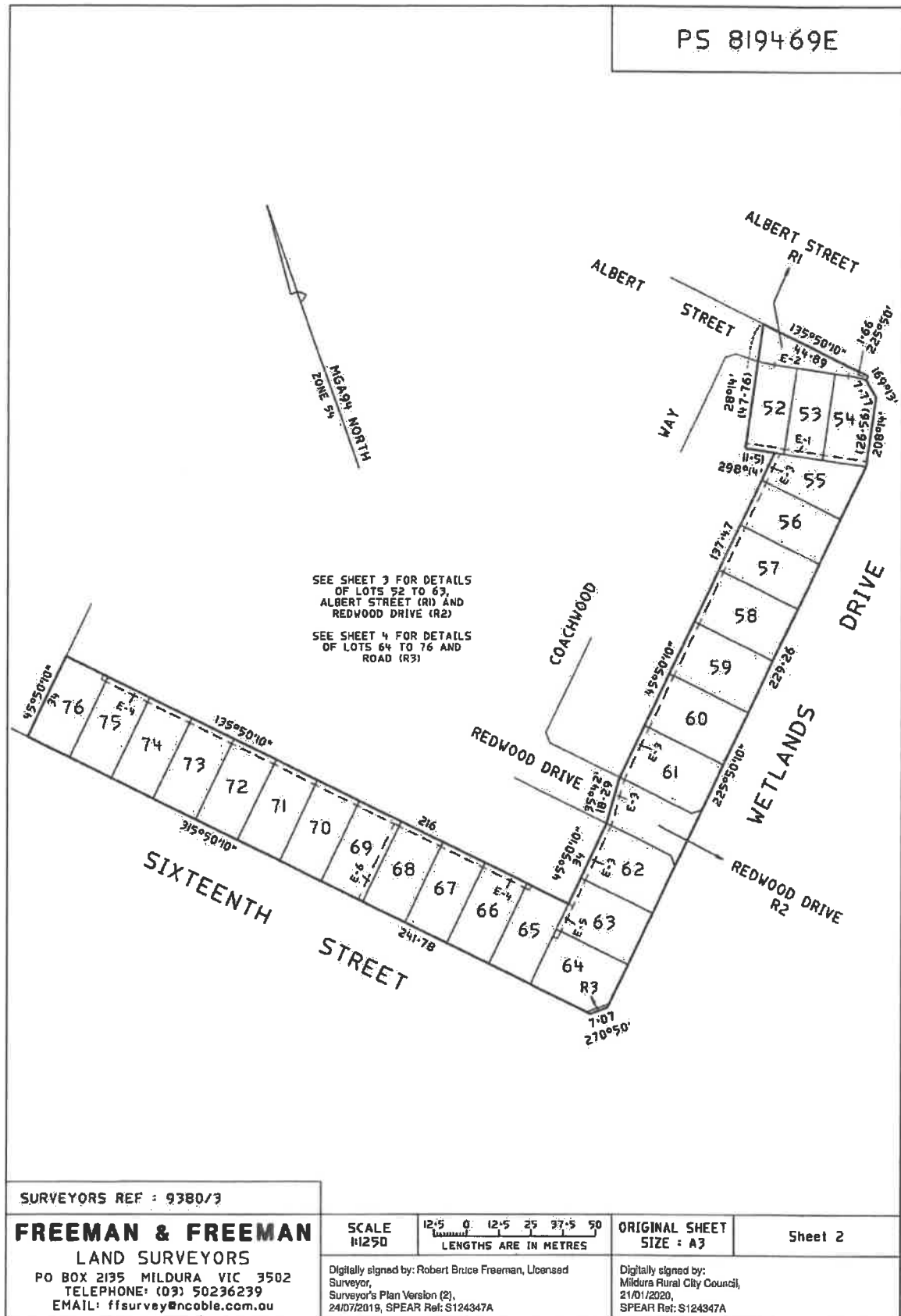
eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA  
Effective from 24/07/2020

DOCUMENT END

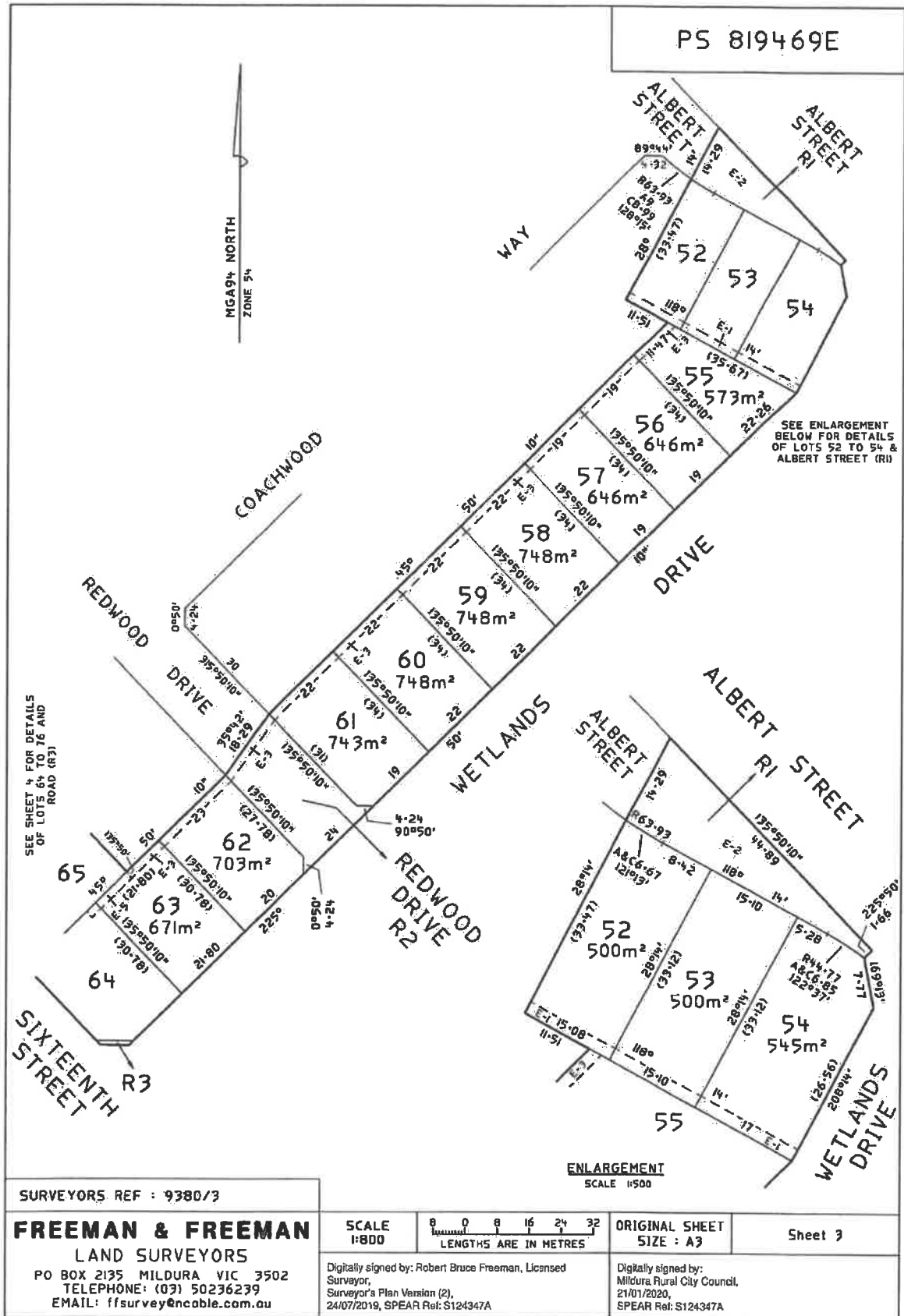
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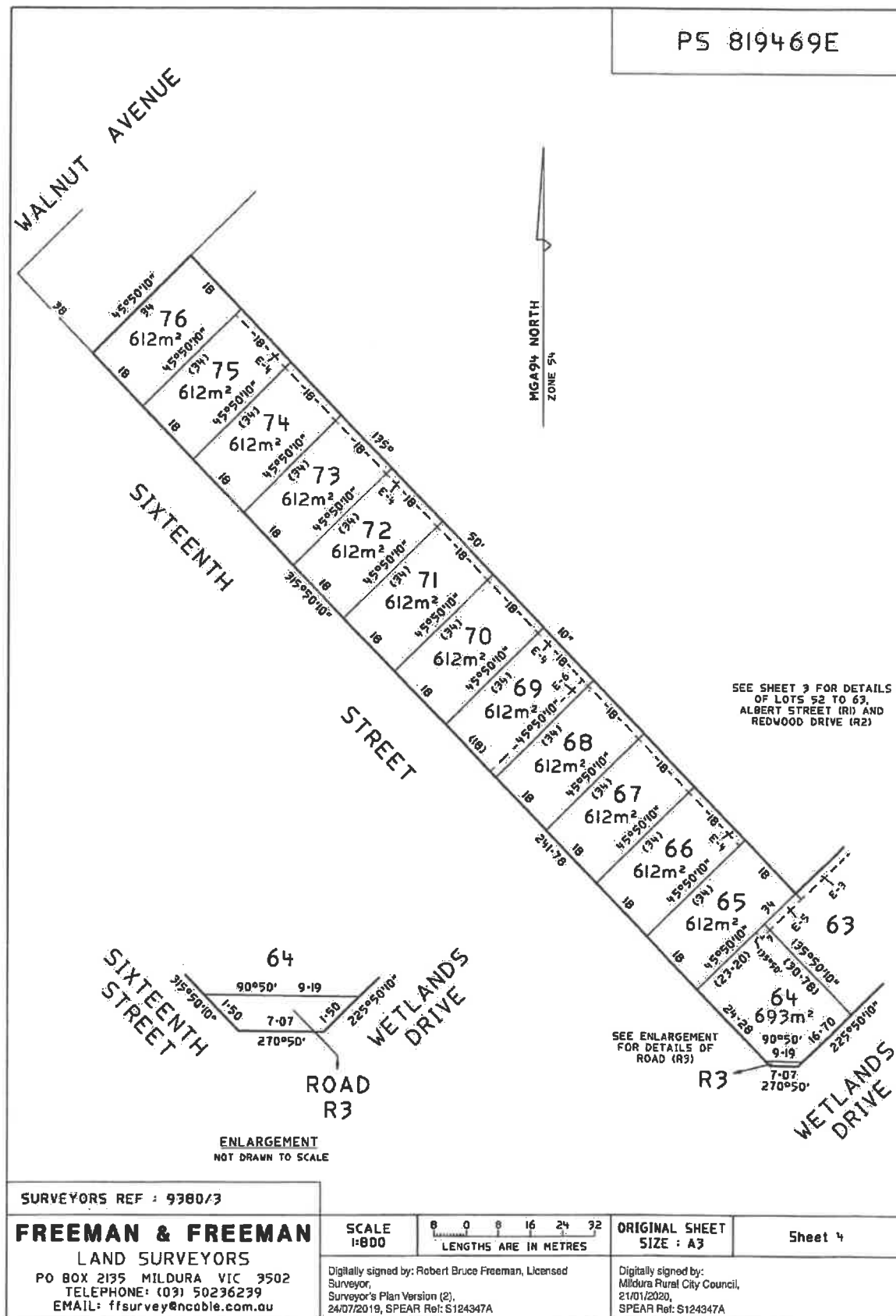
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**FREEMAN & FREEMAN**  
LAND SURVEYORS  
PO BOX 2135 MILDURA VIC 3502  
TELEPHONE: (03) 50296239  
EMAIL: ffsurvey@ncable.com.au











# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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Produced 11/12/2020 04:46:20 PM

Status	Registered	Dealing Number	AT455061D
Date and Time Lodged	24/07/2020 11:46:03 AM		

### Lodger Details

Lodger Code	15940N
Name	CBA - COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

Jurisdiction	VICTORIA
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### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	12228/760
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### Transferor(s)

Name	588 WALNUT PTY LTD
ACN	611101476

Estate and/or Interest being transferred	Fee Simple
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Consideration	\$AUD 122000.00
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### Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	NISA VILANGATTUSSERIL
Family Name	JOSE
Address	
Street Number	20
Street Name	ONTARIO PARK
Street Type	DRIVE
Locality	MILDURA



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

State	VIC
Postcode	3500
Given Name(s)	THUMPAYIL ABRAHAM
Family Name	THOMAS
Address	
Street Number	20
Street Name	ONTARIO PARK
Street Type	DRIVE
Locality	MILDURA
State	VIC
Postcode	3500

### Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land	the Land
Benefited land	MCP: AA4186
Restrictive covenant	MCP: AA4186
Expiry Date	

Duty Transaction ID  
4870474

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	588 WALNUT PTY LTD
Signer Name	WARRICK SHANE WATTS
Signer Organisation	MILDURA PROPERTY TRANSFERS
Signer Role	CONVEYANCING PRACTICE
Execution Date	24 JULY 2020



## Department of Environment, Land, Water & Planning

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### Electronic Instrument Statement

#### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	NISA VILANGATTUSSERIL JOSE THUMPAYIL ABRAHAM THOMAS
Signer Name	ALIX EMILY O'DONNELL
Signer	MIR LAWYERS
Organisation	
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	24 JULY 2020

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**File Notes:**  
NIL

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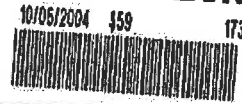
This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



FORM 13

AC915420M



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

**Lodged at the Titles Office by:**

**Name:** Martin Irwin & Richards Lawyers  
**Phone:** 03 50237900  
**Address:** 61-63 Deakin Avenue, Mildura VIC 3600  
**CODE:** 1008B

The Authority having made an agreement referred to in Section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

**LAND:** Lots 1 and 2 on Title Plan 674655X being the land contained in Certificate of Title Volume 08331 Folio 140

**ADDRESS OF LAND:** Walnut Avenue Mildura in the State of Victoria

**RESPONSIBLE  
AUTHORITY:**

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

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

Section 173 of the *Planning and Environment Act 1987*.

**AGREEMENT DATE:**

**AGREEMENT WITH:** Elisabetta Rocca of Walnut Avenue Mildura in the State of Victoria.  
("the owner")

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

**Signature for the Responsible Authority** .....

**Name of Officer**

**Position of Officer**

**Date**

*Richard Sexton*  
RICHARD SEXTON

MANAGER (CMA)

21/6/04



RB 10.6.04

**MILDURA RURAL CITY COUNCIL**

**and**

**LOWER MURRAY WATER**

**and**

**ELISABETTA ROCCA**

**SECTION 173 AGREEMENT**  
**Walnut Avenue Mildura**

**Martin Irwin & Richards**  
**Lawyers**  
61 – 63 Deakin Avenue  
MILDURA VIC 3500  
DX 50022 MILDURA  
Phone: 03 5023 7900  
Fax: 03 5021 2700  
Ref: KEM:DD:RK 04/0681

**AC915420M**

10/06/2004 \$59 173



DRC915420M-2-7

Section 173 Agreement – Walnut Avenue Mildura



THIS AGREEMENT is made on the 2nd day of June 2004.

**PARTIES**

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

And

LOWER MURRAY REGION WATER AUTHORITY of Fourteenth  
Street, Mildura in the State of Victoria ("the water authority")

And

Ellisabetta Rocca of Walnut Avenue Mildura in the State of  
Victoria ("the Owner")

**RECITALS**

- A. The owner is registered or entitled to be registered as the proprietors of the land situate at Walnut Avenue Mildura in the State of Victoria being the land known as Lots 1 and 2 on Title Plan 674655X and Contained in Certificate of Title Volume 06331 Folio 140. ("the land").
- B. The Council is the responsible authority under the Planning and Environment Act 1987 ("the Act") for the Mildura Planning Scheme ("the Planning Scheme").
- C. The Water Authority is the responsible authority for provision of water and sewerage for the subject and surrounding land.
- D. The owner has made an application for the Council for a planning permit under the Planning Scheme for a 'two lot resubdivision' of the subject land ("the Development").
- E. On the 1<sup>st</sup> December 2003 Council issued Permit numbered P03/401 ("the Permit") for the proposed development subject to the conditions contained therein.





**Section 173 Agreement – Walnut Avenue Mildura**



DRC915420H-4-3

**F. Condition 3 of the permit provides:**

- 3. Prior to the issue of a Statement of Compliance the owner must enter into an agreement with the Responsible Authority in accordance with Section 173 of the *Planning and Environment Act*, 1987. The Agreement must be prepared by Council to provide the following:**

- The Street frontage of Lot 1 (105.26m) is to be constructed at a time requested by the Responsible Authority. This will include road widening, footpath and naturestrip treatment, street lighting and the construction of kerb and channel, concrete driveway and drainage. Road design documentation (including plan checking and supervision fees) is to be submitted.

This Agreement is to be registered on the title of Lot 1 and any costs associated with its preparation must be borne by the Owner.

**G. Condition 29 of the Permit provides:**

- 29. Prior to the issue of a Statement of Compliance the Owner must enter into an Agreement with the Responsible Authority and the Lower Murray Water Region Water Authority pursuant to Section 173 of the *Planning & Environment Act* 1987. As per Section 174, the Agreement must be under seal and must bind the Owner to the following covenant which also must be specified in the Agreement:-**

"The Owner of Lot 1 created by this subdivision must pay the full apportioned cost including relevant charges, for the provision of sewerage services to the allotment in the event that reticulated sewerage becomes available to the land as a result of development of nearby or adjoining land required sewerage.

The Responsible Authority must make application to the Registrar of Titles to have the Agreement registered on the Title to the land under Section 181 of the Act.

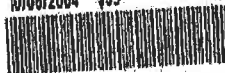
The agreement must be prepared by Council and the Owner must pay the costs of the preparation, execution and registration of the Section 173 Agreement.

- H. The Owner further agrees to pay the responsible authority's costs of and in connection with the preparation and lodging of the Section 181 Application and Section 173 Agreement.**

**AC915420M**

10/06/2004 \$59

173



Section 173 Agreement – Walnut Avenue Midura



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

**NOW THIS AGREEMENT WITNESSETH as follows:**

**1. INTERPRETATION:**

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

**"Full apportioned cost"** shall, in relation to the provision of sewerage services, mean the total cost of the scheme apportioned amongst all the contributing allotments in the scheme including relevant charges.

**"Owner"** shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the subject land and/or the subject land or any part thereof and shall include the singular and the plural.

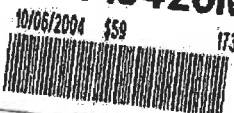
**"The Land"** shall mean Lots 1 and 2 on Title Plan 674855X and Contained in Certificate of Title Volume 06331 Folio 140 being the land referred to in Recital A hereof and any allotment or piece of land which shall be created by any subdivision of the same.

**2. Owner COVENANTS:**

The Owner with the intent that the covenants hereunder shall run with the subject land **HEREBY COVENANT AND AGREE** that she:

- (a) will comply with and carry out the conditions of the Permit;
- (b) will do all things necessary to enable the Council to enter a Memorandum of this Agreement on the Certificates of Title to the subject land in accordance with Section 181 of the Act including signing any further

**AC915420M**



**Section 173 Agreement – Walnut Avenue Mildura**



agreement acknowledgment or document to enable the said

Memorandum to be registered under that Section;

- (c) will do all things necessary including the signing of such further agreements, undertakings, covenants, consents, approvals or other documents for the purpose of ensuring that they carry out the covenants and agreements and obligations hereunder and to enable the Council to enforce the performance by the Owners of such covenants, agreements and undertakings;
- (d) will pay the Council's costs of and incidental to the preparation and execution of this Agreement and the registration of a Memorandum of this Agreement at the Land Titles Office pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the Memorandum at the Land Titles Office;
- (e) will construct the Street frontage of Lot 1 which works will include the following: road design documentation (including plan checking and supervision fees) road widening, footpath, naturestrip treatment, street lighting and construction of kerb and channel and drainage to the satisfaction of the Council when requested to do so by Council;
- (f) will commence works within 30 days of receipt of a notice from Council requiring the commencement of the same and complete the same as soon as practicable thereafter. In default of compliance with this requirement, Council may undertake and or complete the works at the cost of the Owner in accordance with the provisions of clause 5 hereof;
- (g) will follow the reasonable directions of the Council in respect of the nature of the works to be undertake pursuant to clause 2(e);

**AC915420M**



**Section 173 Agreement – Walnut Avenue Mildura**

- (h) will pay the full costs of the works to be undertaken pursuant to clause 2(e) including the Council's fees for construction supervision and plan checking
- (i) will notify any future purchaser of the land of the existence of this agreement;

**3. WATER AUTHORITY**



- (a) The Owner of Lot 1 created by the subdivision, the subject of this Agreement being TP674655X shall pay to the Water Authority the full apportioned cost for the provision of sewerage services to the allotment, including relevant charges in the event that reticulated sewerage becomes available to the land as a result of development of nearby or adjoining land requiring sewerage;
- (b) The costs shall be payable to the Water Authority on demand or on such terms as the Water Authority may specify.

**4. ADDITIONAL MATTERS:**

- a. the cost of the works undertaken pursuant to Clause 2(e) of this Agreement shall be borne by the Owner of Lot 1 on the Title Plan 674655X the subject of this Agreement;
- b. if any provision of this Agreement is not valid it shall not affect the validity of the other provisions of this Agreement but shall be read down or severed so as to leave the other provisions of this Agreement in effect;
- c. this Agreement shall come into effect on the date hereof;

**AC915420M**



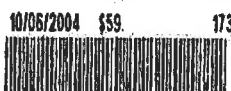
Section 173 Agreement – Walnut Avenue Mildura



- d. the covenants, undertakings and agreements hereunder by the Owner shall be borne by the Owner from time to time of each part of the land equally in the event that there is more than one Owner of any lot;
  - e. any time or other indulgence granted by the Council to the Owner or any variation of the terms or conditions of this Agreement or any judgment or order obtained by either party against the other will not in anyway amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement;
  - f. upon the carrying out and completion by the Owner of the covenants and obligations under this Agreement the Council will at the request of the Owner and at the cost of the Owner certify that the provisions of this Agreement have been carried out and acknowledge that the Agreement has ended in accordance with Section 177 of the Act.
5. **DEFAULT OF OWNER:**
- In the event of the Owner defaulting or failing to perform any of the obligations under this Agreement, the Council and/or the Water Authority may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council and/or the Water Authority to rectify any default shall be borne by the Owner and any such costs together with any amount payable to Council and/or the Water Authority pursuant to this Agreement shall be capable of being recovered by the Council and/or Water Authority in any Court of competent jurisdiction as a civil debt recoverable summarily.

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

AC915420M



Section 173 Agreement – Walnut Avenue Mildura

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

.....  
Councillor *Nelson Knight*

.....  
Chief Executive Officer



Councillor *Tam Crouch*

THE COMMON SEAL of LOWER )  
MURRAY REGION WATER )  
AUTHORITY was hereunto affixed )  
in the presence of:

.....  
Chairman

.....  
Chief Executive Officer



.....  
Director

SIGNED SEALED & DELIVERED  
by the said ELISABETTA ROCCA  
in the presence of:

*Elisabetta Rocca*



AC915420M



Section 173 Agreement – Walnut Avenue Mildura

**CAVEATOR'S CONSENT**

**CENTENNIAL ESTATES PTY LTD** being the registered Caveator under caveat **AC247599N** which encumbers the land described in clause 1 in the attached agreement **HEREBY CONSENTS** to the Owner encumbering the within Agreement.

**DATED this**

**day of**

**2004.**



**FOR AND ON BEHALF OF  
CENTENNIAL ESTATES PTY LTD**



**AC915420M-10-1**

**AC915420M**

10/06/2004 \$59 173



# AMENDED PLANNING PERMIT



DRC915420M-11-5

Form 4

Permit Amended:  
11 December 2003

Permit No: P03/401  
Planning Scheme: Mildura Planning Scheme  
Responsible Authority: Mildura Rural City Council

## ADDRESS OF THE LAND:

Walnut Avenue, Mildura (Lot 1 & Lot 2 TP 674655X)

AC915420M

10/06/2004 \$59 173



## THE PERMIT ALLOWS:

Two lot resubdivision

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 1 The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
- 2 All existing sub-soil drainage contained within the residential allotment shall be disconnected from the existing drainage system of the horticultural property, in such a manner as to:
  - (a) prevent drainage water seeping under the residential allotment;
  - (b) be diverted via closed conduit to the legal point of discharge;
  - (c) not cause any detriment to the residential allotment; and

must be inspected and approved by the Responsible Authority to verify that the above works have been carried out prior to the issue of a Statement of Compliance.

- 3 Prior to the issue of a Statement of Compliance the owner must enter into an agreement with the Responsible Authority in accordance with Section 179 of the Planning and Environment Act, 1987. The agreement must be prepared by Council to provide the following:

The street frontage of Lot 1 (105.26m) is to be constructed at a time requested by the Responsible Authority. This will include road widening, footpath and naturestrip treatment, street lighting, and the construction of kerb & channel, concrete driveway, and drainage. Road design documentation (including plan checking and supervision fees) is to be submitted. These works are to be paid by the owners of Lot 1 on a pro rata basis.

This agreement is to be registered on the title to Lots 1 and any cost associated with its preparation must be borne by the owner.

Date issued: 01 December 2003

Signature for the  
Responsible Authority

GARRY HEALY  
GENERAL MANAGER  
ASSETS AND ENVIRONMENT



# AMENDED PLANNING PERMIT



DAC915420M-12-9

Form 4

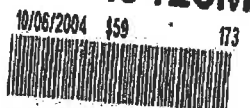
Permit Amended:  
11 December 2003

Permit No: P03/401  
Planning Scheme: Mildura Planning Scheme  
Responsible Authority: Mildura Rural City Council

## ADDRESS OF THE LAND:

Walnut Avenue, Mildura (Lot 1 & Lot 2 TP 674655X)

AC915420M



## THE PERMIT ALLOWS:

Two lot resubdivision

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 4 A Land Capability Assessment of the allotments with regards to the adequacy of the existing septic tank system in accordance with the Septic Tanks Code of Practice 2003 must be provided. This will need to be carried out by a qualified consultant to the satisfaction of the responsible authority prior to Statement of Compliance.
- 5 The alteration of the septic tank system must be in accordance with the Septic Tanks Code of Practice 2003.
- 6 The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity, gas and telecommunication services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
- 7 All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
- 8 The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.
- 9 The holder of this permit or authorised agent must consult with and is responsible for meeting the requirements, conditions and terms of the Authority in regard to services provided by the Authority, including any cost associated with providing such services.
- 10 The Responsible Authority will not consent to a Statement of Compliance issued in accordance with Section 21(1) of the Subdivision Act 1988 until such time as all planning permit conditions relevant to the subdivision have been complied with to the satisfaction of the responsible authority.

## FIRST MILDURA IRRIGATION TRUST

- 11 The plan of subdivision lodged for certification with the Responsible Authority shall be referred to the First Mildura Irrigation Trust ("FMIT") in accordance with Section 8 of the Act.

Date issued:

01 December 2003

Signature for the  
Responsible Authority

GARRY HEALY  
GENERAL MANAGER  
ASSETS AND ENVIRONMENT

# AMENDED PLANNING PERMIT

Permit Amended:  
11 December 2003



AC915420M-13-2

Form 4

Permit No: P03/401  
Planning Scheme: Mildura Planning Scheme  
Responsible Authority: Mildura Rural City Council

## ADDRESS OF THE LAND:

Walnut Avenue, Mildura (Lot 1 & Lot 2 TP 674655X)

AC915420M



## THE PERMIT ALLOWS:

Two lot resubdivision

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

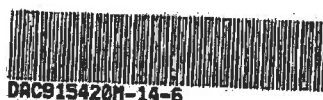
- 12 Detailed drawings (referred to as Coordination Plans) shall be provided to the FMIT, in a form satisfactory to the FMIT prior to the commencement of any works associated with the development. Such drawings must be certified by a licensed surveyor or member of the Institute of Engineers of Australia and must detail the proposed completed works and must also locate and define the height by reference to the Australian Height Datum of those various Works, including otherwise as follows:
  - (a) All FMIT assets;
  - (b) The assets of other relevant authorities or servicing entities detailing the clearance between such other assets and FMIT assets;
  - (c) All roads, footpaths and such other works which may impact upon the FMIT assets;
  - (d) Final levels across the site to a level of detail so as to satisfy the requirements of the FMIT in respect to remaining level cover over FMIT assets.
- 13 Where the nature of the development or impact of the development on FMIT assets makes the Coordination Plans inadequate for the purposes of assessment of the application, the FMIT may require Engineering Specifications (plans and design calculations), to the satisfaction of the FMIT which must be provided prior to the commencement of any Works associated with the Development, prepared by a licensed surveyor or member of the Institute of Engineers of Australia.
- 14 A conditions letter will not be issued on a proposed development until a Surveyed Plan and Coordination Plan certified by a licensed Surveyor or member of the Institute of Engineers has been submitted to the Trust to the satisfaction of the Trust.
- 15 Any FMIT assets which are on the land shall at the earliest possible date be defined by permanent markers in a manner to the satisfaction of the FMIT at the cost of the Applicant/Owner prior to the commencement of any works associated with any development or subdivision.

Date issued: 01 December 2003

Signature for the  
Responsible Authority

GARRY HEALY  
GENERAL MANAGER  
ASSETS AND ENVIRONMENT

# AMENDED PLANNING PERMIT



AC915420M-14-6

Form 4

Permit Amended:  
11 December 2003

Permit No: P03/401  
Planning Scheme: Mildura Planning Scheme  
Responsible Authority: Mildura Rural City Council

## ADDRESS OF THE LAND:

Walnut Avenue, Mildura (Lot 1 & Lot 2 TP 674655X)

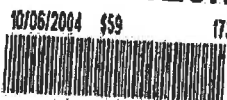
## THE PERMIT ALLOWS:

Two lot resubdivision

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 16 Trust assets must be located on the ground prior to the issue of a conditions letter at the cost of the Applicant/Owner.
- 17 The Applicant/Owner shall be required to register on Title, at the Applicant/Owner's cost, water supply and drainage easements as required by the FMIT.
- 18 Any asset of the FMIT which in the opinion of the FMIT, due to the development, needs to be:
  - (a) replaced;
  - (b) relocated;
  - (c) taken from service or disconnected;
  - (d) made safe, secured or otherwise dealt with to preserve its integrity;
  - (e) dealt with in order to maintain the existing irrigation and drainage servicethen such assets shall have works carried out in respect of same, be secured by Agreement (including as appropriate bank guarantee), registered on Title under Section 173 of the Act or Section 17(2)(c) of the Subdivision Act 1988 and otherwise preserved or secured in the manner directed by the FMIT at the cost of the Applicant/Owner.
- 19 All private irrigation and drainage pipelines crossing any boundary must be terminated to the satisfaction of the Trust.
- 20 The Applicant/Owner shall pay the relevant fees or costs to the FMIT in respect of the FMIT's assessment of the development, subdivision plans, inspections and other attendances of the FMIT associated with the development/subdivision.
- 21 A minimum cover of 900 mm shall be retained or put in place in respect of all FMIT assets.

AC915420M



Date issued:

01 December 2003

Signature for the  
Responsible Authority

GARRY HEALY  
GENERAL MANAGER  
ASSETS AND ENVIRONMENT

# AMENDED PLANNING PERMIT



DAC915420M-15-8

Form 4

Permit Amended:  
11 December 2003

Permit No:

P03/401

Planning Scheme:

Mildura Planning Scheme

Responsible Authority:

Mildura Rural City Council

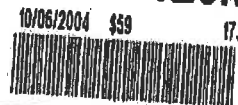
## ADDRESS OF THE LAND:

Walnut Avenue, Mildura (Lot 1 & Lot 2 TP 674655X)

## THE PERMIT ALLOWS:

Two lot resubdivision

AC915420M



## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 22 A minimum separation from the outside extremity of any other servicing entity of 2000 mm or as specified in writing by the Trust, to any FMIT asset shall be maintained. Separation in section shall be a minimum of 300 mm or as specified in writing. No works which results in:

- (a) alteration to the cover or support of any FMIT assets; or
- (b) alters any FMIT asset or its connections in any respect;

may occur unless written consent has been obtained from the FMIT in respect of that works and any conditions imposed in respect of that work are complied with.

- 23 The Subdivider/Developer shall meet all of the costs of fencing on the joint boundary between FMIT owned land and the adjoining land proposed to be subdivided or developed where applicable.
- 24 After completion of the development the Applicant/Owner shall provide to the FMIT as built or completion plans showing the location of FMIT assets, clearance between those assets and the assets of other servicing entities and the level of cover over FMIT assets and otherwise to the satisfaction of the FMIT.
- 25 Until such time as all conditions required by the FMIT are complied with the FMIT will not consent to the issue of a Statement of Compliance in respect of any subdivision or stage of Subdivision if the particular permit relates to a subdivision. A Statement of Compliance on this subdivision will not be issued until the previous plan of subdivision has been issued with a Statement of Compliance.
- LOWER MURRAY WATER**
- 26 The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the Lower Murray Region Water Authority pursuant to Section 8 of the Act.
- 27 The requirements of the Lower Murray Region Water Authority must be met, in regard to the provision of water supply and future sewerage services to the land, including payment of all associated costs prior to the Authority agreeing to the issue of Statement of Compliance.

Date issued:

01 December 2003

Signature for the  
Responsible Authority

GARRY HEALY  
GENERAL MANAGER  
ASSETS AND ENVIRONMENT

# AMENDED PLANNING PERMIT



DRC915420M-15-3

Form 4

Permit Amended:  
11 December 2003

Permit No: P03/401  
Planning Scheme: Mildura Planning Scheme  
Responsible Authority: Mildura Rural City Council

## ADDRESS OF THE LAND:

Walnut Avenue, Mildura (Lot 1 & Lot 2 TP 674655X)

## THE PERMIT ALLOWS:

Two lot resubdivision

AC915420M



## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 28 The holder of this permit must pay the Lower Murray Region Water Authority, a Headwork Charge in respect of allotments with an area of 4,000m<sup>2</sup> or less that are located inside the Authority's Sewerage District. This charge is based on the Headwork Charge rate applying at time of payment.
- 29 Prior to the issue of a Statement of Compliance the owner must enter into an agreement with the Responsible Authority and the Lower Murray Region Water Authority made pursuant to Section 173 of the Planning and Environment Act 1987. As per Section 174, the agreement must be under seal and must bind the owner to the following covenant which also must be specified in the agreement:-
  - The owner of Lot 1 created by this subdivision must pay the full apportioned cost, including relevant charges, for the provision of sewerage services to the allotment in the event that reticulated sewerage becomes available to the land as a result of development of nearby or adjoining land requiring sewerage.

The Responsible Authority must make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act.

The agreement must be prepared by Council and the owner must pay the costs of the preparation, execution and registration of the Section 173 Agreement.

### Permit Note

11 December 2003

Permit amended to correct Lower Murray Region Water Authority condition 29

Date Issued: 01 December 2003

Signature for the  
Responsible Authority

GARRY HEALY  
GENERAL MANAGER  
ASSETS AND ENVIRONMENT

# Legalco Online Information System

## VIC LTO ALTS Title Search

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### REGISTER SEARCH STATEMENT

Land Victoria

Security no : 124007182583X

Volume 06331 Folio 140  
Produced 27/08/2003 12:10 pm

### LAND DESCRIPTION

Lots 1 and 2 on Title Plan 674655X (formerly known as Lots 9 and 10 Block E Section 34 on Plan of Subdivision 002380).  
PARENT TITLE Volume 06175 Folio 879  
Created by Instrument 1740346 05/10/1939

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
ELISABETTA ROCCA of WALNUT AVENUE MILDURA  
F151086 03/01/1974

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE PB98225R 12/07/1990  
NATIONAL AUSTRALIA BANK LIMITED

CAVEAT as to part AC247599N 07/08/2003

Caveator  
CENTENNIAL ESTATES PTY LTD  
Capacity PURCHASER/FEE SIMPLE  
Lodged by  
GALLAGHER HOLCROFT

Notices to  
GALLAGHER HOLCROFT of 143 LANGTREE AVENUE MILDURA VIC 3500  
Land Description: See plan attached with Caveat.

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 TP674655X FOR FURTHER DETAILS AND BOUNDARIES

### DEALING ACTIVITY IN THE LAST 105 DAYS

DEALING  
AC247599N

CAVEAT

STATUS  
Registered

DATE  
08/08/2003

STATEMENT END



AC915420M-17-7

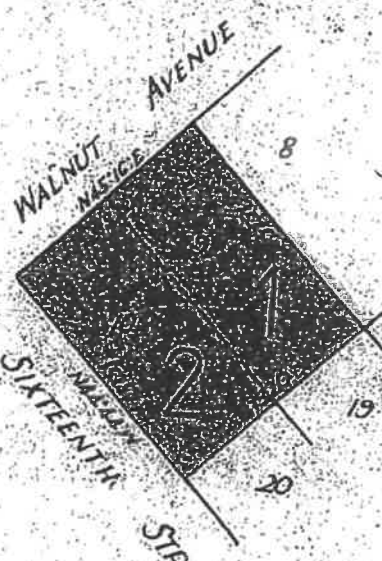


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10/06/2004 \$59 173



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TITLE PLAN		EDITION 1	TP 674655X
<b>Location of Land</b> Parish: MILDURA Townsh: Section: Crown Allotment: Crown Portion: 2 (PT) Last Plan Reference: LP 2380 Derived From: VOL 6331 FOL 148 Depth Limitation: NIL		<b>Notations</b>  ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	
<b>Description of Land / Easement Information</b>			
<b>ENCUMBRANCES REFERRED TO</b> As to Lot 9 --- THE RESERVATIONS AND CONDITIONS contained in Instrument of Transfer No. 276356 in the Register Book --- As to Lot 10 --- THE RESERVATIONS AND CONDITIONS contained in Instrument of Transfer No. 276822 in the Register Book ---			
THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 01/11/2000 VERIFIED: MP			
 <div style="position: absolute; top: 460px; left: 590px;">                           DAC915420M-18-1                     </div> <div style="position: absolute; top: 630px; left: 610px;"> <b>AC915420M</b>                          10/06/2004 \$59 173   </div>			
TOTAL AREA = 20A OR 0P			
<b>TABLE OF PARCEL IDENTIFIERS</b> WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1992. PARCEL 1 = LOT 9 SECTION 34 BLOCK E ON LP 2380 PARCEL 2 = LOT 10 SECTION 34 BLOCK E ON LP 2380			
LENGTHS ARE IN LINKS Metres = 0.3048 x Feet Metres = 0.201168 x Chains		Sheet 1 of 1 sheets	



**AD984161L**



**FORM 18**

Section 181

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

**Planning and Environment Act 1987**

**Lodged by:**

**Name:** Martin Irwin & Richards Lawyers  
**Phone:** 03 50237900  
**Address:** 61 Deakin Avenue, Mildura VIC 3500  
**Ref:** Centennial Estates

**Customer Code:** 1008B

The Authority having made an agreement referred to in Section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

**LAND:** Lot 2 on Plan of Subdivision 522096X contained in Certificate of Title Volume 10809 Folio 576.

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

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

Section 173 of the *Planning and Environment Act 1987*.

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

**Signature of Authority**

*Rhonda Monaghan*

**Name of Officer**

*Rhonda Monaghan*

**Date**

*31.11.2005*

8/11/06  
ra



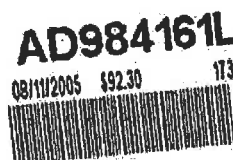
**MILDURA RURAL CITY COUNCIL**  
**and**  
**LOWER MURRAY URBAN & RURAL**  
**WATER AUTHORITY**  
**and**  
**CENTENNIAL ESTATES PTY LTD**

**SECTION 173 AGREEMENT  
WALNUT AVENUE, MILDURA**

**Martin Irwin & Richards  
Lawyers**

**61 Deakin Avenue  
MILDURA VIC 3500  
DX 50022 MILDURA**

**Phone: 03 5023 7900  
Fax: 03 5021 2700  
Ref: KEM:DD 05/1590**



Section 173 Agreement – Walnut Avenue, Mildura

THIS AGREEMENT is made on the 3rd day of November 2005.

**PARTIES**

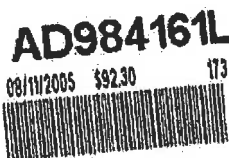
**BETWEEN** MILDURA RURAL CITY COUNCIL of 108 – 116 Madden Avenue,  
Mildura in the State of Victoria ("the Council")

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

**AND** CENTENNIAL ESTATES PTY LTD of 133 Langtree Avenue,  
Mildura, in the State of Victoria ("the Owner")

**RECITALS**

- A. The Owner is registered or entitled to be registered as the proprietor of the Land situated at Walnut Avenue Mildura in the State of Victoria being the land known as Lot 2 on Plan of Subdivision 522096X ~~Section 34 Block E~~ and described in Certificate of Title Volume 10809 Folio 576 ("the land").
- B. The Council is the responsible authority under the Planning and Environment Act 1987 ("the Act") for the Mildura Planning Scheme ("the Planning Scheme").
- C. The Water Authority is the responsible authority for provision of water and sewerage for the subject and surrounding land.
- D. The Owner has made an application to the Council for a planning permit under the Planning Scheme for the development of the Land for a 2 Lot Subdivision ("the Development").
- E. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 16<sup>th</sup> day of May 2005 and numbered P04/653 ("the Permit").
- F. Condition 2 of the Planning Permit provides:



Section 173 Agreement – Walnut Avenue, Mildura

2. Prior to the issue of a Statement of Compliance the Owner must enter into an agreement with the Responsible Authority in accordance with Section 173 of the Planning and Environment Act, 1987. The agreement must be prepared by Council to provide the following:

- Construction of Sixteenth Street and Walnut Avenue frontage of Lot A (total 160.23m) which will include the road design documentation (including plan checking and supervision fees), road widening, footpath/bikeway, naturestrip treatment, kerb and channel, concrete driveway, and drainage to the satisfaction of the Responsible Authority.
- These works are to be carried out when requested by the Responsible Authority.
- All works are to be paid by the owner of Lot A.

This agreement is to be registered on the title to Lot A created in the plan of subdivision and any cost associated with its preparation must be borne by the owner.

G. Condition 4 of the Planning Permit provides:

4. Prior to the issue of a Statement of Compliance the owner must enter into an agreement with the Responsible Authority in accordance with Section 173 of the Planning and Environment Act, 1987 The agreement must be prepared by Council to provide the following:

- a) The registered owner of Lot A, must contribute a development contribution charge (including drainage, open space and bike path and road components) for the subdivision approved under this permit. The charge must be in accordance with the Development Contributions Plan 2004 prepared by Spiller Gibbons Swan Planning and Economics. The contribution must be made within seven days of request after Gazettal of amendment C26 to the Mildura Planning Scheme (which includes the Development Contributions Plan) or upon the Issue of the Statement of Compliance whichever is the later.

**AD984161L**



Section 173 Agreement – Walnut Avenue, Mildura

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

H. Condition 34 of the Planning Permit provides:

34. Prior to the issue of a Statement of Compliance the owner must enter into an agreement with the Responsible Authority and Lower Murray Water made pursuant to Section 173 of the Planning and Environment Act 1987. As per Section 174, the agreement must be under seal and must bind the owner to the following covenant which also must be specified in the agreement.

– The owners of Lot A created by this subdivision must pay the full apportioned cost, including relevant charges, for the provision of sewerage services to the allotments in the event that reticulated sewerage becomes available to the land as a result of development of nearby or adjoining land requiring sewerage.

The Responsible Authority must make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act.

The owner must pay the costs of the preparation execution and registration of the Section 173 Agreement

**THE PARTIES AGREE:**

**1. DEFINITIONS**

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

“Full apportioned cost” shall mean the total cost of the scheme apportioned amongst all the contributing allotments in the scheme including relevant charges;

“Act” means the Planning and Environment Act 1987 (Vic);

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

“Land” means the property situate at Walnut Avenue, Mildura and described as:

- Lot 2 on Plan of Subdivision 522096X contained in Certificate of Title Volume 10809 Folio 576.

**AD984161L**

08/11/2005 \$92.30 173



Section 173 Agreement – Walnut Avenue, Mildura

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

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

**"Permit"** means planning permit number P04/653 issued by the Council on the 16<sup>th</sup> day of May 2005.

**2. INTERPRETATION**

In this Agreement, unless a contrary intention appears:

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

**3. SECTION 173 AGREEMENT**

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

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

**3.2 Covenants Run with the Land**

The Owner acknowledges and agrees that any obligation imposed on the Owner under this Agreement takes effect as a covenant which is annexed to the Land

**AD984161L**

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Section 173 Agreement – Walnut Avenue, Mildura

and runs at law and in equity with the Land until this Agreement ends under clause 5 of this Agreement.

**4. COMMENCEMENT**

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

**5. TERMINATION OF AGREEMENT**

**5.1** Upon the carrying out and completion by the Owner of the covenants and obligations under this Agreement the Council will at the request of the Owner and at the cost of the Owner certify that the provisions of this Agreement have been carried out and acknowledge that the Agreement has ended in accordance with Section 177 of the Act.

**5.2** Upon Council's certification that this Agreement has ended in accordance with clause 5.1 above the Council shall, at the cost of the Owner, make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the Registrar.

**6. OWNER'S COVENANTS**

**6.1 Successors in title**

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

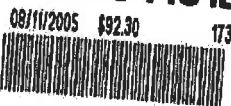
**6.2 Registration**

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

**6.3 Performance of Covenants**

The Owner will do all things necessary including the signing of such further agreements, undertakings, covenants, consents, approvals or other documents

**AD984161L**



Section 173 Agreement – Walnut Avenue, Mildura

for the purpose of ensuring that it carry out the covenants and agreements and obligations contained in this Agreement and to enable the Council to enforce the performance by the Owner of such covenants, agreements and undertakings.

**6.4 Comply with Permit**

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

**6.5 Costs**

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

**6.5.2** The Owner will construct the Sixteenth Street and Walnut Avenue frontage of Lot A (total 160.23m) which will including the road design documentation (including plan checking and supervision fees), road widening, footpath/bikeway, naturestrip treatment, kerb and channel, concrete driveway and drainage to the satisfaction of Council when requested to do so by Council;

**6.5.3** The Owner will commence works within 30 days of receipt of a notice from Council requiring the commencement of the same and complete the same as soon as practicable thereafter. In default of compliance with this requirement, Council may undertake and/or complete the works at the cost of the Owner in accordance with the provisions of clauses 6.5.10 and 6.5.11 hereof;

**6.5.4** The Owner will follow the reasonable directions of the Council in respect of the nature of the works to be undertaken pursuant to Clause 6.5.1;

**6.5.5** The Owner will pay the full costs of the works to be undertaken pursuant to Clause 6.5.1 including the Council's fees for construction supervision and plan checking;

**AD984161L**

08/11/2005 \$92.30 173



Section 173 Agreement – Walnut Avenue, Mildura

- 6.5.6** The Owner will notify any future purchaser of the land of the existence of this Agreement;
- 6.5.7** The Owner will pay a development contribution charge which will include drainage, open space and bikepath components for the development the subject of this permit;
- 6.5.8** The Owner acknowledges the charge will be levied in accordance with the Development Contribution Plan 2004 prepared by Spiller Gibbons Swan Planning & Economics or such other or amendment plan Council may approve and adopt;
- 6.5.9** The total development contribution charge shall be paid within seven (7) days of written request after gazettal of amendment C28 to the Mildura Planning Scheme including the Development Contribution Plan or within seven (7) days of the issue of the Statement of Compliance for each stage whichever is the later.
- 6.5.10** The Owner of the lots created by the Development shall pay to the Water Authority the full apportioned cost for the provision of sewerage services to the lots in the event that reticulated sewerage becomes available to the land as a result of development of nearby or adjoining land requiring sewerage;
- 6.5.11** The costs shall be payable to the Water Authority on demand or on such terms as the Water Authority may specify.
- 7. OWNER'S WARRANTY**
- 7.1 Registered Proprietor**
- The Owner warrants that he is entitled to be, the registered proprietor of the Land and the beneficial owners of the Land.

**AD984161L**

08/11/2005 \$92.30 173





Section 173 Agreement – Walnut Avenue, Mildura

**7.2 No other person with interest**

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

**7.3 Obtained consents**

The Owner warrants that he will have obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the land and that these authorities or consents are attached to this Agreement.

**8. ADDITIONAL MATTERS**

**8.1 Severance**

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

**8.2 Proper law**

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

**8.3 Joint & several**

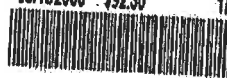
This Agreement is binding on the Owner and the Owner for the time being of any Lot created by the Development. In the event that there is more than one owner of any Lot the covenants, undertakings, warranties and liabilities of the Owner of the Lot shall be joint and several.

**8.4 No Waiver**

Any time or other indulgence granted by the Council to the Owner or any variation of the terms or conditions of this Agreement or any judgment or order obtained by either party against the other will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

**AD984161L**

08/11/2005 192.30 173



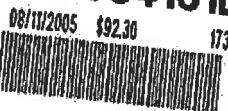
Section 173 Agreement – Walnut Avenue, Mildura

**9. DEFAULT OF OWNER**

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

**EXECUTED as a deed.**

**AD984161L**



Section 173 Agreement – Walnut Avenue, Mildura

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

.....  
Councillor **PETER GENE**

.....  
Chief Executive Officer



.....  
Councillor **GRAHAM ROBERTSON**

THE COMMON SEAL of LOWER )  
MURRAY URBAN AND RURAL )  
WATER AUTHORITY was hereunto )  
Affixed by authority of the Board in )  
the presence of: )

.....  
Chairman

.....  
Chief Executive Officer



.....  
Director

THE COMMON SEAL OF CENTENNIAL )  
ESTATES PTY LTD. was affixed in the )  
presence of authorized persons )

.....  
Director **Donald Alexander Pedler** Secretary: .....

Full name **DONALD ALEXANDER PEDLER**

Full name .....

Address **LAUREN COURT  
MERBEIN 3505**

Address .....



**AD984161L**

08/11/2005 \$92.30

173



Section 179 Agreement - Walnut Avenue, Mildura


**MORTGAGEE'S CONSENT**

**BIDGEE FINANCE LIMITED** being the registered Mortgagee Under Mortgage **AD02768J** which encumbers the land described in clause 1 in the attached agreement **HEREBY CONSENTS** to the Owner encumbering the land within Agreement.

**DATED this**

**day of**

**2005.**

  
..... **MARTIN HILL** Director  
**FOR AND ON BEHALF OF BIDGEE FINANCE LIMITED**

**AD984161L**

08/11/2005 \$92.30 173



## Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 14 December 2020 10:44 AM

**Address:** 33 ALBERT STREET MILDURA 3500

**Lot and Plan Number:** Lot 52 PS819469

**Standard Parcel Identifier (SPI):** 52\PS819469

**Local Government (Council):** MILDURA **Council Property Number:** 413973

**Directory Reference:** VicRoads 534 J11

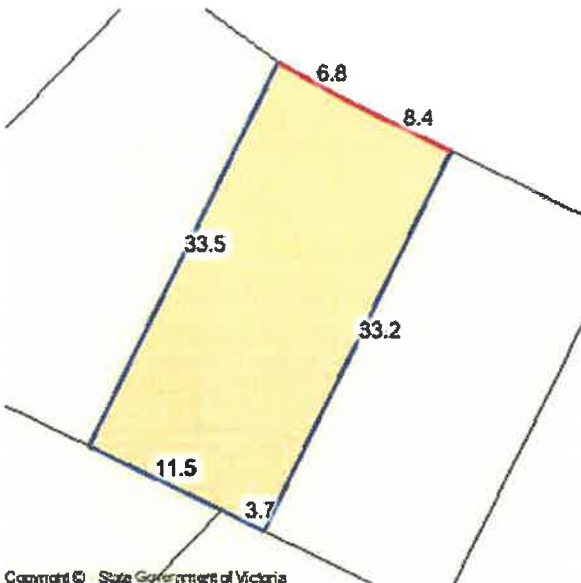
**This property is not in a designated bushfire prone area.**

**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:** 506 sq. m

**Perimeter:** 97 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](#)

### 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)

Planning scheme data last updated on 9 December 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) on 14 December 2020 10:44 AM

## PROPERTY DETAILS

Address: **33 ALBERT STREET MILDURA 3500**  
Lot and Plan Number: **Lot 52 PS819469**  
Standard Parcel Identifier (SPI): **52\PS819469**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **413973**  
Planning Scheme: **Mildura**  
Directory Reference: **VicRoads 534 J11**

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

[planning-schemes.delwp.vic.gov.au/schemes/mildura](http://planning-schemes.delwp.vic.gov.au/schemes/mildura)

## UTILITIES

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

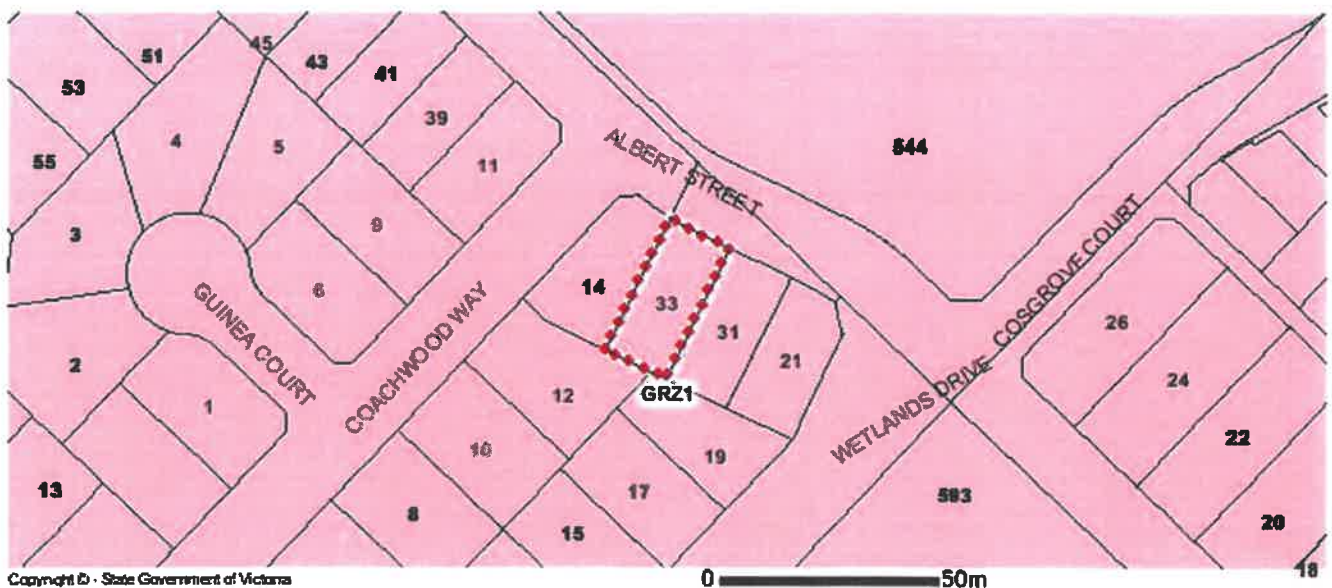
## STATE ELECTORATES

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

## Planning Zones

### GENERAL RESIDENTIAL ZONE (GRZ)

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



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GRZ - General Residential

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

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PLANNING PROPERTY REPORT: 33 ALBERT STREET MILDURA 3500

Page 1 of 5



# PLANNING PROPERTY REPORT

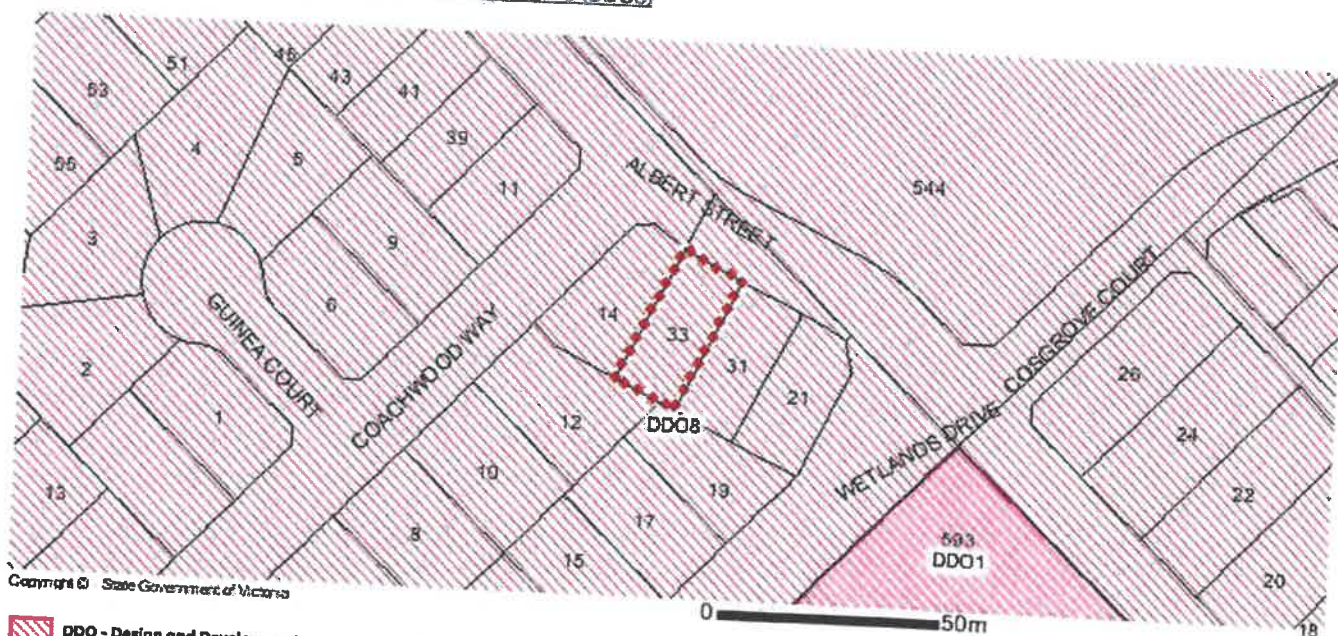


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and Planning

## Planning Overlays

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



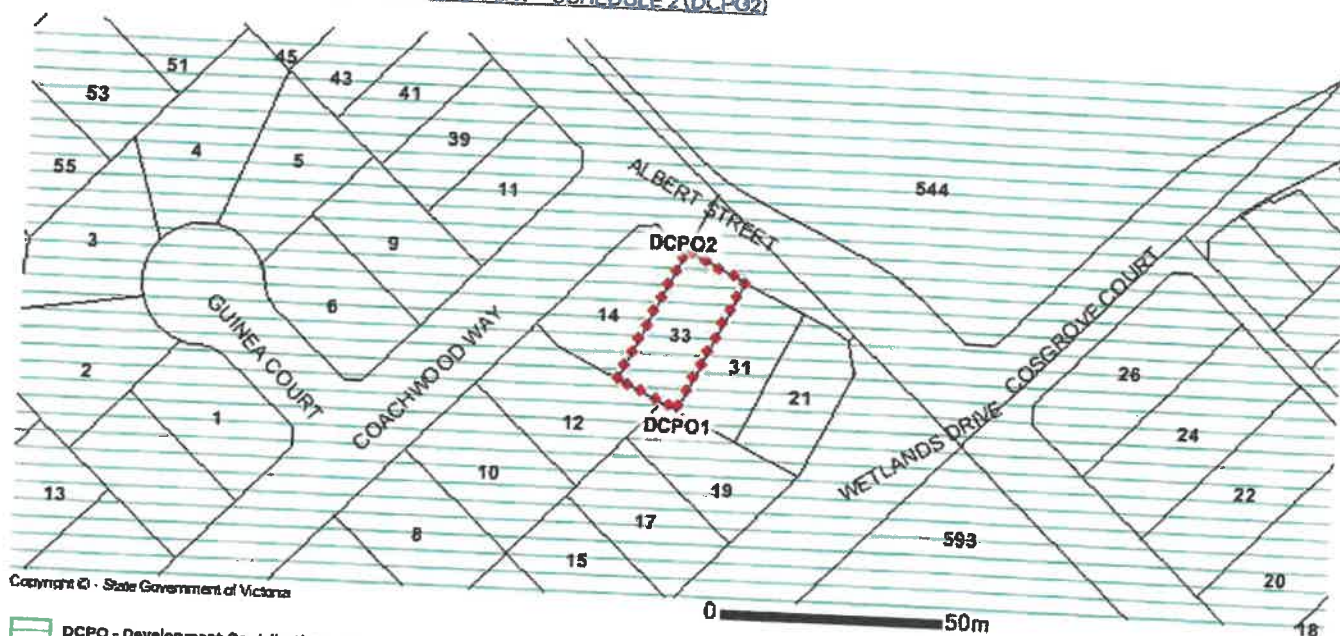
DDO - Design and Development

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

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

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

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



DCPO - Development Contributions Plan

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

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PLANNING PROPERTY REPORT: 93 ALBERT STREET MILDURA 3500



# PLANNING PROPERTY REPORT

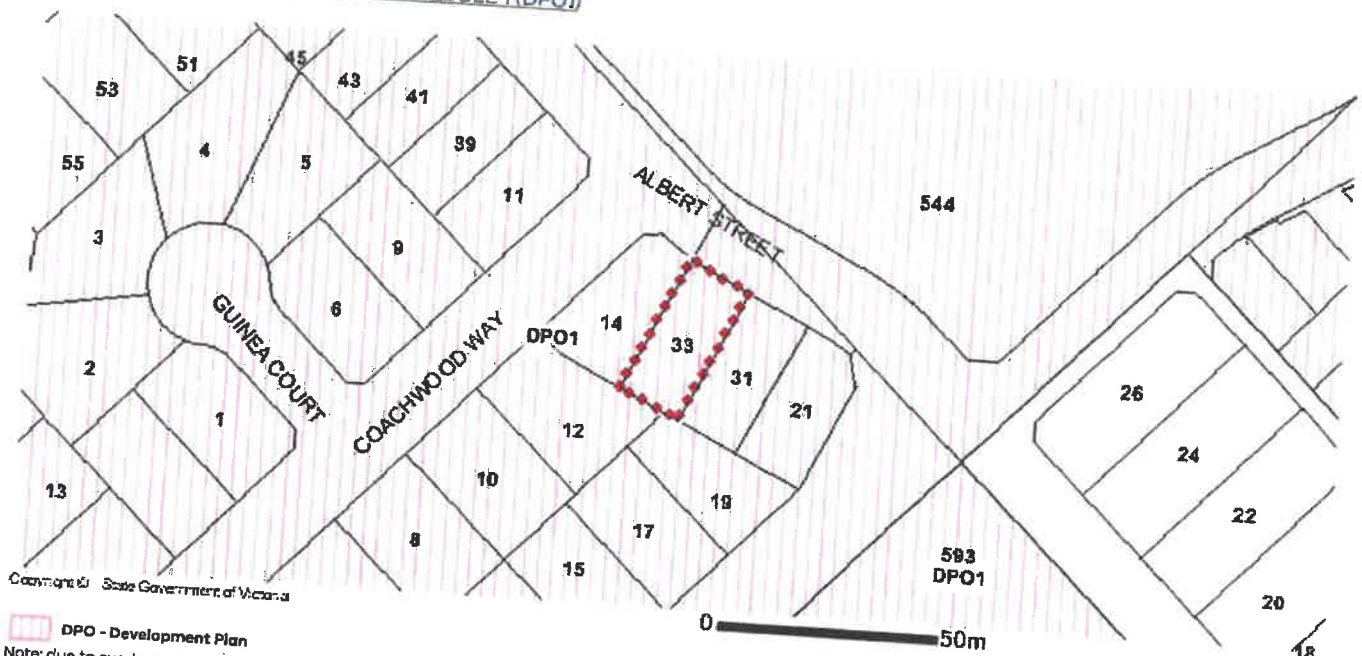
## Planning Overlays



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and Planning

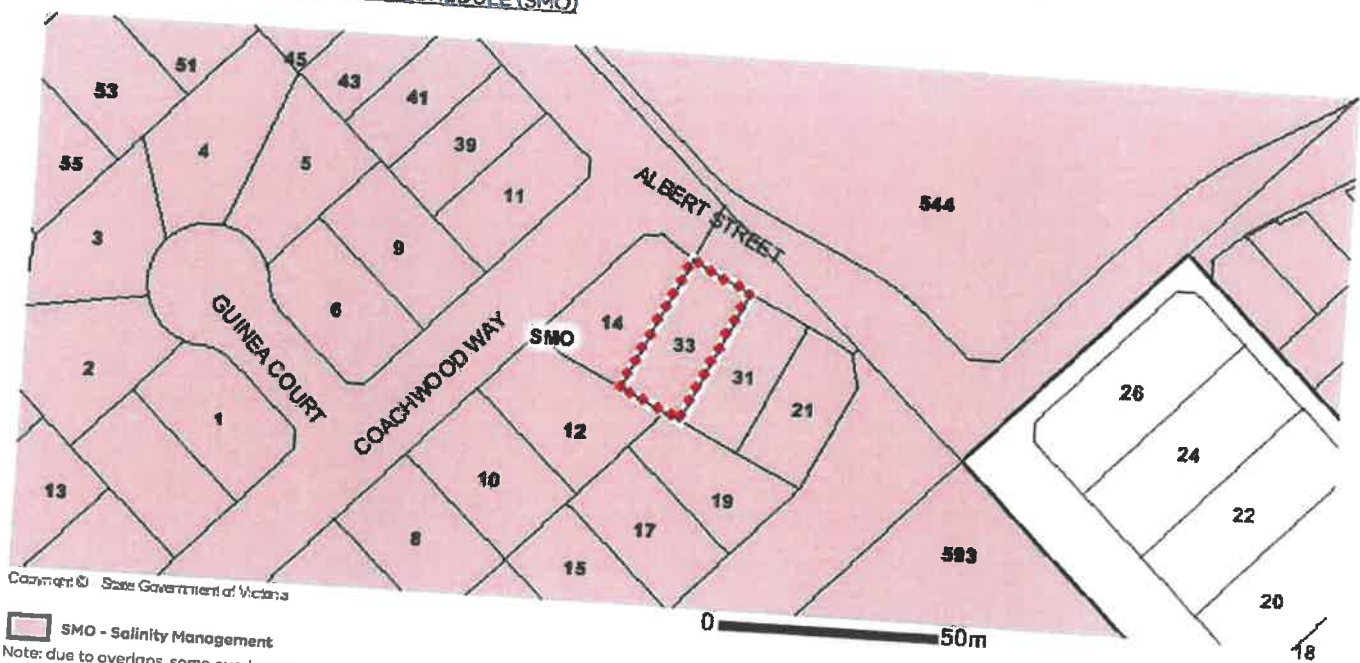
### DEVELOPMENT PLAN OVERLAY (DPO)

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



### SALINITY MANAGEMENT OVERLAY (SMO)

#### SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)



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PLANNING PROPERTY REPORT: 33 ALBERT STREET MILDURA 3500

# PLANNING PROPERTY REPORT

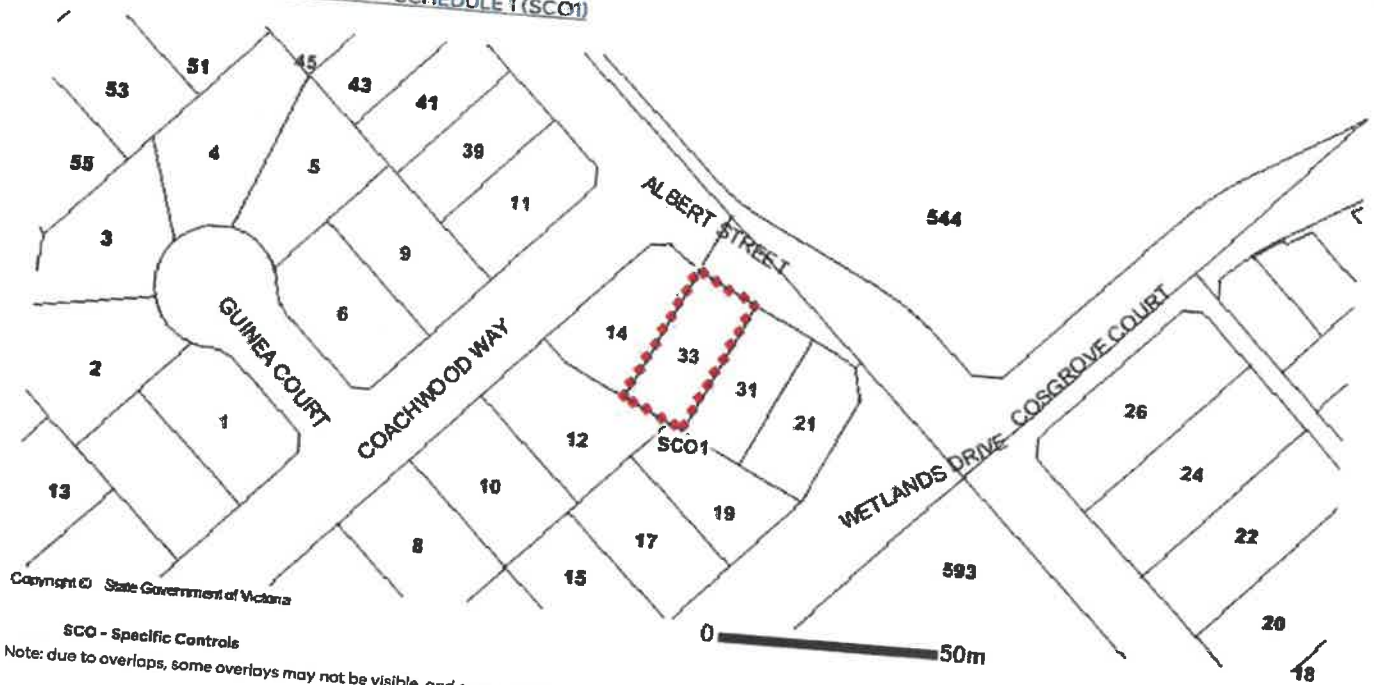
Planning Overlays



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

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

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PLANNING PROPERTY REPORT: 33 ALBERT STREET MILDURA 3500

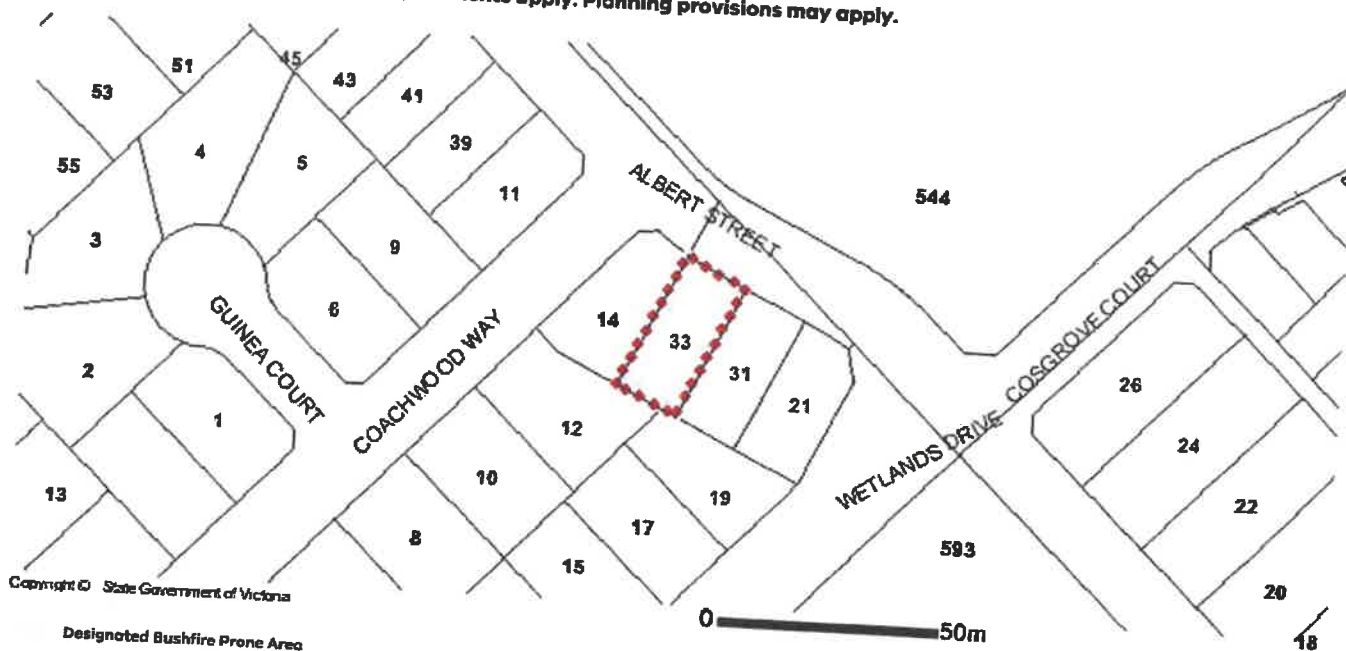
# PLANNING PROPERTY REPORT



Environment,  
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## Designated Bushfire Prone Area

**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 <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

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

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PLANNING PROPERTY REPORT: 33 ALBERT STREET MILDURA 3500



# 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.

(04/10/2016)

## **Land boundaries**

### ***Do you know the exact boundary of the property?***

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## **Planning controls**

### ***Can you change how the property is used, or the buildings on it?***

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### ***Are there any proposed or granted planning permits?***

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## **Safety**

### ***Is the building safe to live in?***

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites or other potential hazards.

## **Building permits**

### ***Have any buildings or retaining walls on the property been altered, or do you plan to alter them?***

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### ***Are any recent building or renovation works covered by insurance?***

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

## **Utilities and essential services**

### ***Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?***

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## **Buyers' rights**

### ***Do you know your rights when buying a property?***

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

DATED

2020

THUMPAYIL ABRAHAM THOMAS  
and  
NISA VILANGATTUSSERIL JOSE

**VENDOR'S STATEMENT**

Property  
33 Albert Street, Mildura

MARTIN MIDDLETON OATES LAWYERS  
61 Deakin Avenue  
MILDURA VIC 3500  
DX 50022 MILDURA  
Tel: 03 5023 7900  
Fax: 03 5023 7560  
Ref: DS/DCON/DS/WP/272160-2