
Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

And

Contract of Sale of Land

Property address: 20B Le Pedeleure Avenue, Mildura, Victoria 3500

Vendor: Brenton Paul Liebich and Penelope Ann Liebich

Purchaser:

Prepared by
Salvatore E. Iamarino
158 Seventh Street
Mildura VIC 3500
Email: sam@iamarinolaw.com
Ref: SEI:RP:6717

Vendor Statement

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

This statement must be signed by, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

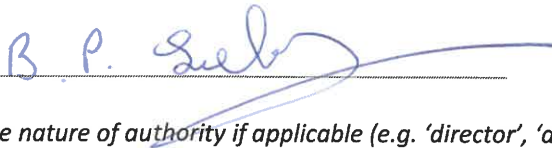

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land: Lot 3 on Plan of Subdivision 431657P Certificate of Title Volume 10498 Folio 250 situate and known as:
20B Le Pedeleure Avenue, Mildura, Victoria 3500

SIGNED BY THE VENDOR

Name: **Brenton Paul Liebich and Penelope Ann Liebich**

On 4 / 08 / 2020

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

SIGNED BY THE PURCHASER

Name:

On ____ / ____ / 20____

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

| ✓ | Topic | ✓ | Topic | ✓ | Topic |
|---|---------------------|---|-------------------------|---|---|
| ✓ | Attachments | | Subdivision | | Building insurance |
| ✓ | Title | ✓ | Owners corporation | | Terms contract |
| ✓ | Land use & services | | Notices | | Sale subject to mortgage |
| ✓ | Planning | | Building permits | | (GAIC) Growth areas infrastructure contribution |
| ✓ | Financial matters | | Owner builder insurance | | Disclosure of energy information |

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

☒ Attached

☐ Further information:

1. Statement and advice and information for prospective purchasers and lot owners.
2. Model Rules for an Owners Corporation
3. Certificate of Insurance for Common Property
4. Mildura Rural City Council Land Information Certificate
5. Lower Murray Water Property Information statement

TITLE

(a) Attached are copies of the following documents:

☒ Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

☐ General Law Title.

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

(b) ☐ Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

Not Applicable

LAND USE & SERVICES

(a) Easements, covenants, or other similar restrictions

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

☒ Attached copies of title document/s.

OR

☐ Full description:

Nil

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

(b) Services

The following services are NOT connected to the land:

☐ Electricity supply ☐ Gas supply ☐ Telephone ☐ Water supply ☐ Sewerage

- (c) Road access** ☒ Yes ☐ No

PLANNING

(a) Planning scheme

☒ Attached is a certificate with the required specified information.

(b) Designated bushfire prone area

☐ Yes ☒ No *Under section 192A of the Building Act 1993*

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

☒ Contained in the attached certificate/s.

(b) Particulars of any charge under any Act

Amount owing:

To

Chargee:

Other particulars (including dates and times of payments):

OWNERS CORPORATION

(a) Owners corporation certificate

☒ Not required – inactive* 2-lot subdivision.

** An owners corporation that is inactive includes an owners corporation that has not, in the previous 15 months, had an annual general meeting, and fixed any fees, and held any insurance.*

The Owners Corporation is inactive. There are no annual fees. There are no funds held by the Owners Corporation. Public Liability Insurance for the common property on each lot is the responsibility of the respective owner.

Required in all other cases, including inactive owners corporation of more than 2 lots in which case vendor must provide.

(b) Insurance

☐ Not required – no common property.

☐ Not required – 2-lot subdivision.

☒ Required* – Public Liability Insurance for the common property on each lot is the responsibility of the respective owner.

** Required in all other cases if there is common property.*

DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

Urban living

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.

For more information, visit the [Commercial and industrial noise page](#) on the [Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

Growth areas

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the Department of Environment, Land, Water and Planning - Native Vegetation Information Management website.

Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)
- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal on the Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page on the Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [New landholders section on the Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page on the Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page on the Department of Environment, Land, Water & Planning website](#).

Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website](#)

- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website.](#)

Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website.](#)

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website.](#)

Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website.](#)

Planning controls affecting 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.

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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website.](#)

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the Planning and development of land page on the Aboriginal Victoria website.

Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website.](#)

Building permits

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.

For more information about building regulation, visit our [Building and renovating section.](#)

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the Planning and development of land page on the Aboriginal Victoria website.

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website.](#)

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.

For help choosing an energy retailer, visit the Victorian Energy Compare website.

For more information, visit the [Choosing a retailer page on the Your Choice website.](#)

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website.](#)

For information on the National Broadband Network (NBN) visit the [NBN Co website.](#)

Buyers' rights

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.

For more information, view our [Buying property section.](#)

Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Australian Institute of Conveyancers \(Victorian Division\) website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)
- [Strata Community Australia \(Victoria\) website.](#)

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 10498 FOLIO 250

Security no : 124084549147G

Produced 27/07/2020 12:03 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 431657P.
PARENT TITLE Volume 09896 Folio 669
Created by instrument PS431657P 17/02/2000

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
BRENTON PAUL LIEBICH
PENELOPE ANN LIEBICH both of 57 FIRST STREET MERBEIN VIC 3505
AL045872U 29/04/2014

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS431657P 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: 20B LE PEDELEURE AVENUE MILDURA VIC 3500

OWNERS CORPORATIONS


The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS431657P

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by InfoTrack has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

| | | | | |
|---|---------------------|--|---------------|--|
| PLAN OF SUBDIVISION | | STAGE NO. EDITION 2 | LTO use only | Plan Number PS 431657 P |
| Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 2 (PART) LTO Base Record: LITHO SHEET 2 Title Reference: VOL. 9896 FOL. 669 Last Plan Reference: L.P. 215774 G (LOT 30) Postal Address: 20 LE PEDELEURE AVE., (at time of subdivision) MILDURA, 3500. AMG Co-ordinates E 603 810 Zone: 54 (of approx. centre of land in plan) N 6214 530 | | Council Certification and Endorsement Council Name: MILDURA RURAL CITY COUNCIL Ref: L11/3494/0020 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 _____ 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council delegate _____ Council seal _____ Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate _____ Council Seal _____ Date / / | | |
| Vesting of Roads or Reserves | | Notations | | |
| Identifier | Council/Body/Person | Staging This is /is not a staged subdivision Planning Permit No. P98/386 Depth Limitation DOES NOT APPLY THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 259806 AFFECT THE LOTS IN THIS PLAN. | | |
| NIL | NIL | | | |
| Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) 183,333 & 421 In Proclaimed Survey Area No. _____ | | | | |
| Easement Information | | LTO use only | | |
| Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road) | | Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 21 / 1 / 00 | | |
| Subject Land | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of |
| E - 1 | SEWERAGE | 2 | L.P. 215774 G | LOTS ON L.P. 215774 G |
| FREEMAN & FREEMAN LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236 239 | | LICENSED SURVEYOR (PRINT) ROBERT BRUCE FREEMAN..... SIGNATURE..... DATE 26 / 7 / 1999 REF 6638 VERSION 1 | | LTO use only PLAN REGISTERED TIME 8:10 DATE 17 / 2 / 00  Assistant Registrar of Titles Sheet 1 of 3 Sheets DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3 |



PS431657P

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

Sheet 3

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS 431657P

[illegible]



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

Produced: 27/07/2020 12:05:45 PM

OWNERS CORPORATION
PLAN NO. PS431657P

The land in PS431657P is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

20 LE PEDELEURE AVENUE MILDURA VIC 3500

PS431657P 17/02/2000

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

| Land Parcel | Folio References | Entitlement | Liability |
|-----------------|------------------|---------------|---------------|
| Common Property | 10498/252 | 0 | 0 |
| Lot 1 | 10498/248 | 23 | 23 |
| Lot 2 | 10498/249 | 23 | 23 |
| Lot 3 | 10498/250 | 26 | 26 |
| Lot 4 | 10498/251 | 28 | 28 |
| Total | | 100.00 | 100.00 |

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report (Premium)

Produced: 27/07/2020 12:05:45 PM

| |
|--|
| OWNERS CORPORATION PLAN NO. PS431657P |
|--|

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into, you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE
OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED
IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK
EXPERT ADVICE.

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes;
- or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Gallagher Insurance Services



MAIN: 140 Tenth Street Mildura VIC 3500

T: 03 5023 3044

F: 03 5023 3144

Authorised representative number 000337479 of Insurance House Pty Ltd
ABN 33 006 500 072 AFSL 240954

CERTIFICATE OF INSURANCE

From: Sam Gallagher

We hereby confirm that we have arranged the insurance cover mentioned below:

Brenton & Penelope Ann Liebich
PO Box 614
GOL GOL NSW 2738

Date: 4/08/2020

Our Reference: LIEBICHA2

Page 1 of 2

Class of Policy: Business Insurance

Insurer: QBE Insurance (Australia) Limited
G P O Box 4323, MELBOURNE VIC 3001

ABN: 78 003 191 035

The Insured: PS431657P

Policy No: 145U657452BPK

Invoice No: 0031145

Period of Cover:

From 4/08/2020
to 4/08/2021 at 4:00 pm

Details:

See attached schedule for a description of the risk insured

IMPORTANT INFORMATION

The Proposal/Declaration:

- ☐ is to be received and accepted by the Insurer
- ☒ has been received and accepted by the Insurer

The total premium as at the above date is:

- ☐ to be paid by the Insured
- ☐ part paid by the Insured
- ☒ paid in full by the Insured
- ☐ paid by monthly direct debit

Premium Funding

- ☐ This policy is premium funded

Signature:

On behalf of: **The Insurance House Group**

Schedule of Insurance

Class of Policy: Business Insurance
The Insured: PS431657P

Policy No: 145U657452BPK
Invoice No: 0031145
Our Ref: LIEBICHA2

QBE Australia
ABN 78 003 191 035
AFS Licence No. 239545 of Level 5, 2 Park Street Sydney

BUSINESS PACKAGE

POLICY NUMBER: 145U657452BPK

PERIOD OF COVER: 04/08/2020 TO 04/08/2021

INSURED:
PS431657P

SITUATION 1 DETAILS

BUSINESS: STRATA TITLE RESIDENTIAL PROPE

SITUATION: 20B LE PEDELEURE AVE
MILDURA
3500
VIC

BROADFORM LIABILITY SECTION

LIMIT OF LIABILITY

| | |
|---------------------------|-------------|
| Liability | \$ 10000000 |
| Goods in Physical Control | \$ 250000 |

AL045872U

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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

1. Land/s

Land Title

Volume 10498 Folio 250

2. Estate and Interest

FEE SIMPLE

3. Transferor/s

Transferor

Given Name/s JENNIFER ANNE

Family Name GRIEGER

4. Transferee/s

Transferee 1

Given Name/s BRENTON PAUL

Family Name LIEBICH

Transferee 2

Given Name/s PENELOPE ANN

Family Name LIEBICH

5. Manner of Holding

Joint Proprietors

6. Address/es of Transferee/s

Address of Transferee 1

Unit Street No 57

Street Name FIRST

Street Type STREET

Locality MERBEIN

State VIC Postcode 3505

Address of Transferee 2

Same as Transferee 1

7. Directing Party

None

8. Consideration

9. Signing

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for the registration before the lodging of this transfer.

AL045872U

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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

Transferor

JENNIFER ANNE GRIEGER



 Signature of Transferor

Transferor Witness



 Signature of Witness

10. Date

Date: (DD/MM/YYYY) 15/09/2014

11. Lodging Party S.E. Iamavino

Customer Code 1848D

Reference (2) SEI:KB:5333

Transferee 1

BRENTON PAUL LIEBICH



 Signature of Transferee

Transferee Witness




 Signature of Witness

Transferee 2

PENELOPE ANN LIEBICH



 Signature of Transferee

Transferee Witness



 Signature of Witness

AL045872U

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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

You may lodge this form in two ways:

1. In person

Land Registration Services
Land Victoria
Level 9, 570 Bourke Street
Melbourne Vic 3000

2. By mail (*extra fee applies*)

Land Registration Services
Land Victoria
PO Box 500
East Melbourne Vic 8002
Or DX 250639 Melbourne

Duty Use Only



Mildura Rural City Council

Land Information Certificate

Date of certificate: 28 July 2020

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 22683

Assessment No: 27063

Your Reference: 6717

Applicant Details

Salvatore E. Iamarino
158 Seventh Street
MILDURA VIC 3500

Property Address: 20b Le Pedeleure Avenue MILDURA

Description: Lot 3 PS 431657P Sec 33 Blk E

Area: 306.0000 Square Metres

| | |
|------------------------|------------|
| Capital Improved Value | \$253,000 |
| Site Value | \$79,000 |
| Net Annual Value | \$12,650 |
| Base Date: | 01/01/2020 |

Rates and charges are yet to be declared for 2020/2021. An estimation is provided in the interim.

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

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

| | |
|---------------------------------------|-----------|
| Rate Arrears to 30/06/2020: | \$0.00 |
| Interest to 20/03/2020: | \$0.00 |
| Residential Rate | \$1570.13 |
| Waste Management Charge | \$434.79 |
| Fire Services Property Levy(fixed) | \$113.00 |
| Fire Services Property Levy(variable) | \$13.66 |
| Other Monies: | \$0.00 |
| Less Rebates: | \$0.00 |
| Less Payments: | \$0.00 |

| | |
|---------------------------------------|------------------|
| Total Rates & Charges Due: | \$2131.58 |
|---------------------------------------|------------------|

Additional Monies Owed:

Debtor Balance Owing:

| | |
|--|------------------|
| Total Rates & Charges & Additional Monies Owed: | \$2131.58 |
|--|------------------|

Pay via BPay Biller Code: 93922

Reference Number: 270637

For further information contact

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

Certificate updates

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

helpdesk-revenue@mildura.vic.gov.au



Mildura Rural City Council

Land Information Certificate

Date of certificate: 28 July 2020

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 22683

Assessment No: 27063

Your Reference: 6717

Property Address: 20b Le Pedeleure Avenue MILDURA 3500

Description: Lot 3 PS 431657P Sec 33 Blk E

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

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

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

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

There is not any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the **Subdivision Act 1988** or the **Local Government Act 1958**.

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

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

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

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

PLEASE NOTE:

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

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

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



Statement No: IS21/82800

Page: 1 of 2

Our Ref: 29488

Issue Date: 03/08/2020

Your Ref: 6717

SALVATORE E IAMARINO
158 SEVENTH STREET
MILDURA VIC 3500

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

Owner Name(s) MR BP LIEBICH & MS PA LIEBICH

Situate: 20B LE PEDELEURE AVENUE MILDURA VIC 3500

Description: Lot 3 PS 431657P Par Mildura Vol 10498 Fol 250

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

NOTE: ALL ARREARS SHOWING ON THIS STATEMENT MUST BE PAID IN FULL ON SETTLEMENT.

NOTE: THIS STATEMENT IS VALID FOR A PERIOD OF THIRTY DAYS FROM DATE OF ISSUE
OR UNTIL THE END OF THE CURRENT PERIOD AS STATED BELOW

TARIFFS AND CHARGES

| | | |
|--------------------------------------|-------------------------|--------|
| TARIFFS & CHARGES LEVIED for period: | 1/07/2020 to 30/09/2020 | |
| Sewerage Service Tariff | | 122.96 |
| Water Service Tariff | | 52.09 |

| | | |
|-------------|--|----------|
| Balance Due | | \$175.05 |
|-------------|--|----------|

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

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

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

E contactus@lmw.vic.gov.au

lmw.vic.gov.au



ABN 18 475 808 826

All Emergencies
1800 808 830



| PROPERTY SERVICE INFORMATION | |
|------------------------------|--------------------------|
| Property Served: | Yes |
| Water Supply: | Potable Water |
| Sewer Supply: | Reticulated Sewer System |

Other Information:

Corporation sewer main located inside property boundary

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

This property forms part of an Owners Corporation. The Owners Corporation is responsible for the maintenance and/or replacement of all internal property sewer and water services and payment of water by measure.

This property is currently tenanted.

If you wish to make the settlement payment for this property via BPay please use the following information: **Biller Code 78477 Payment Reference Number 700294887.**

This Statement was issued from the Mildura Office.

Signed:

DocuSigned by:

F84DF3A05A28456...

On behalf of:

LOWER MURRAY URBAN & RURAL WATER CORPORATION

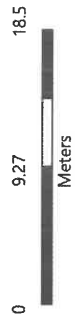
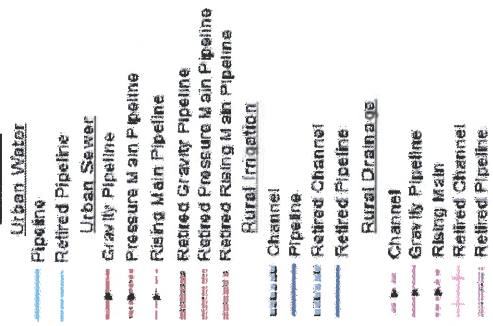
PLEASE NOTE:

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

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

DISCLAIMER:

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



1:486

Printed: 29/07/2020

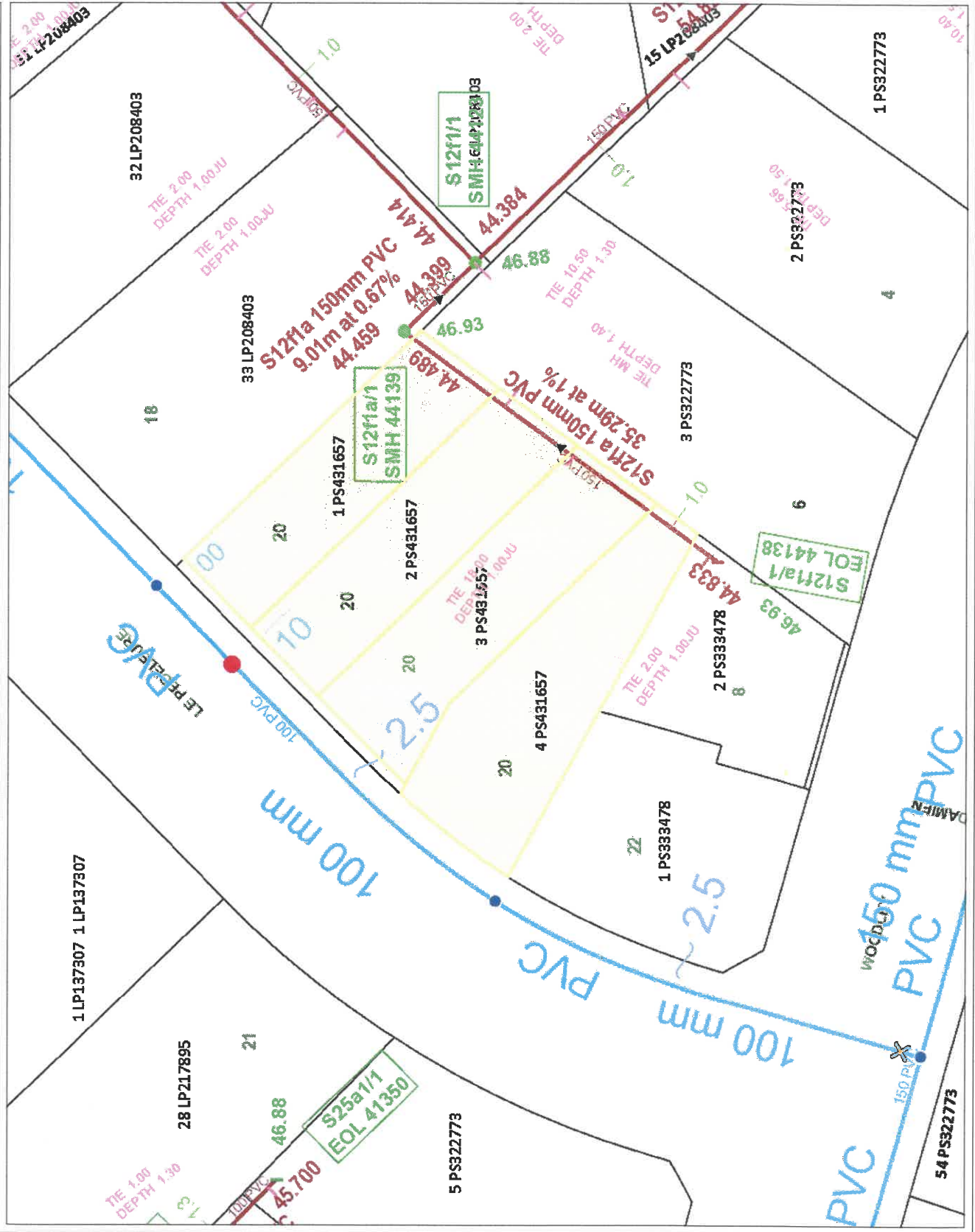
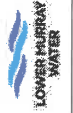
GDA_1994_MGA_Zone_54

© Lower Murray Urban

and Rural Water Corporation

Notes/Comments

LMW DISCLAIMER: The accuracy and completeness shown on this plan is not guaranteed and therefore shall be used as a guide only. The user is responsible to prove locations and depths in the field. This information is only to be used for the initial project and shall not be passed onto a third party. Note: For further assistance please contact LMW.



STANDARD

Residential Tenancies Act 1997/Residential Tenancies Regulations 2008



This is a lease renewal of the premises with the new lease period agreement made on the 13 day of February 2020 At 67 Lime Avenue, Mildura Vic 3500

LANDLORD: Name: B. & P. Liebich
 (A.B.N. If landlord is a company):
 Address: C/- 67 Lime Avenue, Mildura Vic 3500

AGENT: Registered Business Name: Collie & Tierney (Mildura) Pty Ltd
 (A.B.N. If agent is a company): 39 095 110 118
 Address: 67 Lime Avenue
 Mildura Vic 3500
 Telephone Number: 03) 5021 2200
 Fax Number: 03) 5021 1213

TENANT (1): Name: Mr Bijo Jacob
 (A.B.N. If tenant is a company):
 Address: 20B Le Pedeleure Avenue, Mildura Vic 3500

TENANT (2): Name: Mrs Gifty John
 Address: 20B Le Pedeleure Avenue, Mildura Vic 3500

TENANT (3): Name:
 Address:

TENANT (4): Name:
 Address:

PREMISES: 20B Le Pedeleure Avenue, Mildura Vic 3500
 (*Together with those items indicated in the condition report)

RENT: The rental amount is \$290.00 per week to be increased on the 13th February 2020 to \$295.00 Per week.
 The date the first payment is due is Wednesday, 13 February 2019

BOND: A bond has been paid of \$1257.00 to the landlord/agent on 13 February 2019
 In accordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bond Authority, within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

| | |
|-------|---------|
| NAME: | AMOUNT: |
| NAME: | AMOUNT: |
| NAME: | AMOUNT: |

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority

PERIOD: Renewal Term: 12 Months
 Original Lease Start Date: Wednesday, 13 February 2019
 Renewal Start Date: Thursday, 13 February 2020
 Termination Date: Friday, 12 February 2021

Unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.

OR

The agreement will commence from the and will continue until terminated in accordance with the Residential Tenancies Act 1997

SIGNED: By the Landlord/Agent:

In presence of (Witness)

SIGNED: By the Tenant/s:

In the presence of (Witness)

NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTIONS 37 AND 38 OF THE RESIDENTIAL TENANCIES ACT, 1997.

GUARANTEE: To the within names landlord

I/We

of

HERBY GUARANTEE the punctual performance by the within named tenant/s of all the terms, conditions and covenants contained in the above AGREEMENT. You may without affecting my/our liability under this AGREEMENT grant time or other concessions to or compromise with the TENANT/S and this Guarantee shall be a continuing Guarantee in all respects SIGNED, SEALED AND DELIVERED

By the Guarantor in the presence of: _____ (Witness)

Property Report from www.land.vic.gov.au on 27 July 2020 12:50 PM

Address: 20B LE PEDELEURE AVENUE MILDURA 3500

Lot and Plan Number: Lot 3 PS431657

Standard Parcel Identifier (SPI): 3\PS431657

Local Government (Council): MILDURA **Council Property Number:** 27063

Directory Reference: VicRoads 534 J9

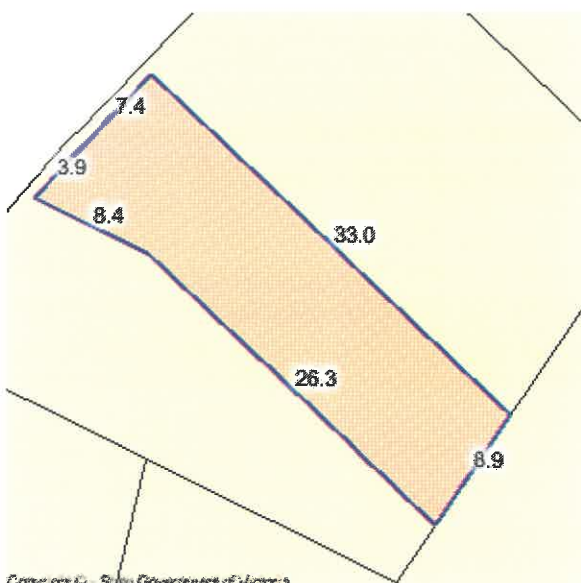
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

Site Dimensions

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



Area: 306 sq. m

Perimeter: 88 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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlays: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)
SPECIFIC CONTROLS OVERLAY (SCO)
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 22 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 abut the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 27 July 2020 12:51 PM

PROPERTY DETAILS

Address: **20B LE PEDELEURE AVENUE MILDURA 3500**
Lot and Plan Number: **Lot 3 PS431657**
Standard Parcel Identifier (SPI): **3\PS431657**
Local Government Area (Council): **MILDURA**
Council Property Number: **27063**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 534 J9**

www.mildura.vic.gov.au

[Planning Scheme - Mildura](#)

UTILITIES

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

[View location in VicPlan](#)

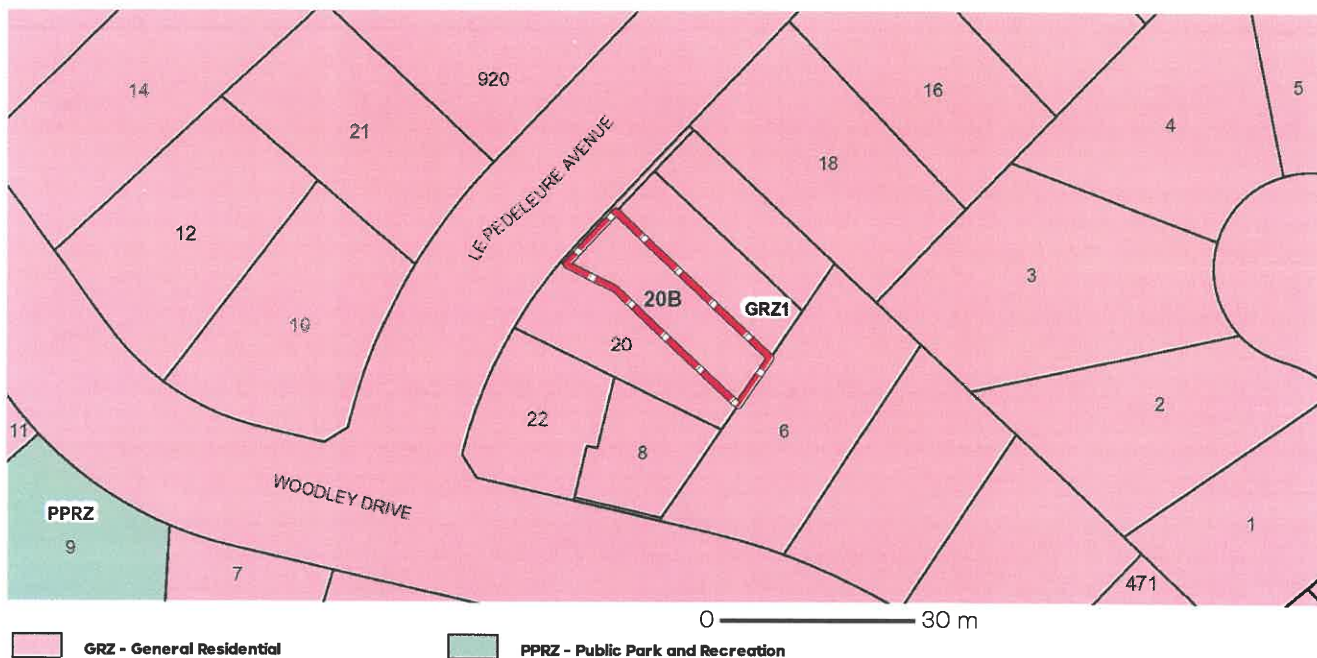
STATE ELECTORATES

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

Planning Zones

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

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



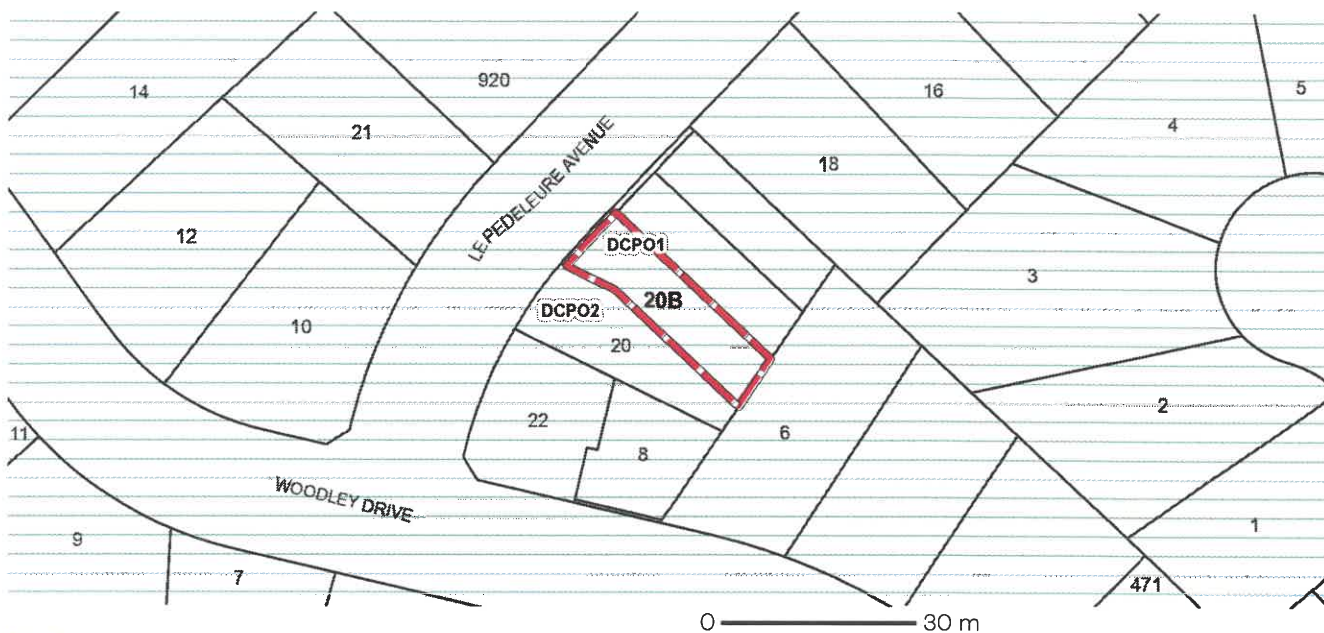
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

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

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

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 22 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>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.



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

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

Designated bushfire prone areas maps can be viewed on VicPlan at <https://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>

Contract of Sale of Land

Property address: Lot 3 on Plan of Subdivision 431657P Certificate of Title Volume 10498 Folio 250 situate and known as: **20B Le Pedeleure Avenue, Mildura, Victoria 3500**

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the Particulars of Sale, the General Conditions and any Special Conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 of the Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below apply to you.

You must either give the vendor or their agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or their agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

Exceptions

The 3-day cooling-off period does not apply if:

- **You bought the property at or within 3 clear business days before or after a publicly advertised auction; or**
- **The property is used primarily for industrial or commercial purposes; or**
- **The property is more than 20 hectares in size and is used primarily for farming; or**
- **You and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or**
- **You are an estate agent or a corporate body.**

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

**WARNING: THIS IS A LEGALLY BINDING AGREEMENT
YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT**

Purchasers should ensure that prior to signing this contract, they have received:

- A copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- A copy of the full terms of this contract.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges that the agent has given them, at the time of signing, a copy of the terms of this contract.

SIGNED BY THE PURCHASER

On ____ / ____ / 20____

Print name of person signing

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney').

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified).

SIGNED BY THE VENDOR

On ____ / ____ / 20____

Brenton Paul Liebich and Penelope Ann Liebich

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney').

The **DAY OF SALE** is the date by which both parties have signed this contract.

PARTICULARS OF SALE

VENDOR'S AGENT Cheryl Reberger

| | | | | | |
|---------|---|-------|--------------------------------|-----|--------------|
| Name | Collie & Tierney (Mildura) Pty Ltd ABN 38 005 110 118 | Phone | 03 5021 2200 | Fax | 03 5021 1213 |
| Address | PO Box 378, MILDURA VIC 3502 | Email | coltie@collieandtierney.com.au | | |

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

| | | | | | |
|---------|---|---------|--------------------------------------|-----|--------------|
| Name | Brenton Paul Liebich and Penelope Ann Liebich | Name | Salvatore E. Iamarino | | |
| | | Address | 158 Seventh Street, Mildura VIC 3500 | | |
| Address | 4 Punt Road, Gol Gol, NSW 2738 | Contact | Salvatore Emilio Iamarino | | |
| | | Email | sam@iamarinolaw.com | | |
| ACN/ABN | | Phone | 03 5021 4276 | Fax | 03 5021 4476 |

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

| | | | | | |
|-----------|--|---------|--|-----|--|
| Name | | Name | | | |
| | | Address | | | |
| Address | | Contact | | | |
| | | Email | | | |
| ACN/ABN | | Phone | | Fax | |
| Guarantor | | | | | |

LAND

General conditions 3 and 9

☐ The land is described in the table below —

| Certificate of Title reference | | being lot | on plan |
|--------------------------------|-----------|-----------|-----------|
| Volume 10498 | Folio 250 | 3 | PS431657P |
| Volume | Folio | | |

OR

☐

The land includes all improvements and fixtures.

Property address

The address of the land is:

20B Le Pedeleure Avenue, Mildura 3500

Goods sold with the land*General condition 2(a)(vi)*

Goods sold with land are:

☐ Listed in attached schedule.

OR

☒ Listed as follows:All fixtures and fittings including floor and window coverings and light fittings as inspected

PAYMENT*General condition 11*

Price: \$

Plus GST: \$

Payable by purchaser in addition to price – Insert 'Nil' if no GST payable by purchaser

Total price: \$ 0.00

Payable by purchaser

Deposit: \$

By / / 20 of which \$ has been paid

Balance: \$

Payable at settlement

Foreign resident vendor: ☐ Value \$750,000 or more – see general condition 15(f) & (g)

GST*General condition 13*☒ No, because:☐ Yes☐ Input taxed sale of eligible residential premises☐ Purchaser entitled to input tax credit☐ Not in the course or furtherance of an enterprise☐ Purchaser NOT entitled to input tax credit☐ Going concern☐ Margin scheme applies☐ Farm land used for farming business or sale of subdivided farm land to an associate☐ Mixed supply☒ Vendor not registered or required to be registered as
GST turnover < \$75,000

GST withholding*Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)*

Notice required to be given by
vendor☐ Yes ☒ No

Withholding required by purchaser

☐ Yes ☒ No

No withholding for residential premises because:

☒ the premises are not new☐ the premises were created by substantial
renovation☐ the premises are commercial residential
premises

No withholding for potential residential land because:

☐ the land includes a building used for commercial
purposes☐ the purchaser is registered for GST and acquires the
property for a creditable purpose

SETTLEMENT**General condition 10**

Is due on / /20 - 30 / 60 / 90 days from the date hereof

Unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- ☐ The above date; or
- ☐ 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

LEASE**General conditions 1(a)(iii) and 22**

At settlement the purchaser is:

- ☐ Entitled to vacant possession.

OR

- ☒ **Subject to a lease**, particulars of which are:

☒ Attached; or

☐ As follows:

TERMS CONTRACT**Add special conditions.**

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962

- ☐ Yes ☐ No
-

LOAN**General condition 14(a)-(e)**

This contract is subject to a loan being approved: ☐ Yes ☐ No

Lender:

Loan amount: \$

BUILDING & PEST REPORT**General condition 14(f)-(j)**

This contract is subject to:

- ☐ Building report. Provider: Purchaser's preferred provider
- ☐ Pest report. Provider: Purchaser's preferred provider
-

Special Conditions

- ☒ Yes ☐ No

1. Owners Corporation – Matters to which the land is subject

The purchaser acknowledges that the property as offered for sale and inspected by them is identical with the land described in the particulars of sale and that the purchaser purchases the property subject to, and will not make any requisition or raise any objection in respect of any of the following:

- (a) The lot entitlement and any lot liability set out in the plan of subdivision;
- (b) The owners corporation rules;

(c) The provisions of the Subdivision Act 1988 (Vic) and Owners Corporations Act 2006 (Vic) and any regulations made pursuant to those Acts including any easements, whether express or implied, affecting the land by virtue of the Subdivision Act 1988 and Owners Corporations Act 2006 (Vic);

(d) Any restrictions on the use of the land endorsed on or attached to the plan or arising under any act, ordinance, by-law, the planning permit, any planning scheme or regulation whether before or after the day of sale.

2. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser..... [insert guarantors full names] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

Guarantor

Guarantor

Witness
