

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor: Kelvin Cornelius Cox and Yvonne Anne Cox

Property: 28 Lavender Rise RED CLIFFS VIC 3496

VENDORS REPRESENTATIVE

Mildura Property Transfers Pty Ltd
124A Eighth Street, Mildura 3500

PO Box 1012
MILDURA VIC 3502

Tel: 03 5022 9300
Email: warrick@mildurapropertytransfers.com.au

Ref: Warrick Watts

SECTION 32 STATEMENT
28 LAVENDER RISE RED CLIFFS VIC 3496

1. FINANCIAL MATTERS

(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows-

Provider	Amount (& interest if any)	Period
Mildura Rural City Council	\$1,937.52	Per annum
Lower Murray Water	\$ 175.05	Per quarter

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

(b) The particulars of any Charge (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 are as follows:- Not Applicable

2. INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

3. LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/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 affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

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

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(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:

Responsible Authority: See attached Property Report

Zoning:

Planning Overlay/s:

4. NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.

Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

5. BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

6. OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed
- ~~(2) Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*):~~
- ~~— any certificate of release from liability to pay;~~

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- ~~—any certificate of deferral of the liability to pay;~~
- ~~—any certificate of exemption from the liability to pay;~~
- ~~—any certificate of staged payment approval;~~
- ~~—any certificate of no GAIC liability;~~
- ~~—any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;~~
- ~~—any notice given under that Part providing evidence of an exemption of the liability to pay;~~

OR

- ~~—a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.~~

8. SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

9. TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -

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- (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
- (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

10. DUE DILLIGENCE 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 but the checklist has been attached as a matter of convenience.

DATE OF THIS STATEMENT

/ /20 21

Name of the Vendor

Kelvin Cornelius Cox and Yvonne Anne Cox

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/ /20 21

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

Register Search Statement - Volume 10687 Folio 240

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

VOLUME 10687 FOLIO 240

Security no : 1240905960908

Produced 17/06/2021 11:31 AM

LAND DESCRIPTION

Lot 6 on Plan of Subdivision 434322G.
PARENT TITLE Volume 10150 Folio 142
Created by instrument PS434322G 12/11/2002

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

KELVIN CORNELIUS COX

YVONNE ANNE COX both of 3214 KULKYNE WAY COLIGNAN VIC 3494

AL882559D 14/05/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL882560U 14/05/2015

BENDIGO AND ADELAIDE BANK LTD

COVENANT AC046721Q 07/05/2003

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

AB231879E 22/04/2002

DIAGRAM LOCATION

SEE PS434322G 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: 28 LAVENDER RISE RED CLIFFS VIC 3496

ADMINISTRATIVE NOTICES

NIL

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY
Effective from 21/07/2017

DOCUMENT END

**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State
of Victoria to provide this information
via LANDATA® System. Delivered at 17/06/2021, for Order Number 68703833. Your reference: Cox.**

PLAN OF SUBDIVISION				STAGE No. <div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div>	LTO USE ONLY EDITION 1.	PLAN NUMBER PS 434322 G
LOCATION OF LAND PARISH: MILDURA TOWNSHIP: --- SECTION: B CROWN ALLOTMENT: 230 (PART) CROWN PORTION: --- LTO BASE RECORD: LITHO. SHEET 11 TITLE REFERENCES: VOL.10150 FOL.142 LAST PLAN REFERENCE/S: L.P.323705J POSTAL ADDRESS: INDI AVENUE (At time of subdivision) RED CLIFFS. 3496 AMG Co-ordinates (of approx centre of land in plan) E 609760 N 6203010 ZONE: 54				COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: MILDURA RURAL CITY COUNCIL REF: S0210 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. 1 / 8 / 01 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 16 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 1 / 1 / 02 Re-certified under Section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date 1 / 1 / 02		
VESTING OF ROADS AND/OR RESERVES						
IDENTIFIER		COUNCIL/BODY/PERSON		NOTATIONS		
---		---		STAGING This is not a staged subdivision: Planning permit No P99/599		
				DEPTH LIMITATION 15.24 METRES BELOW THE SURFACE		
SURVEY THIS PLAN IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) --- IN PROCLAIMED SURVEY AREA No ---						
EASEMENT INFORMATION					LTO USE ONLY	
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/>	
					DATE: 24 / 10 / 02	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	LTO USE ONLY PLAN REGISTERED TIME 7.15am DATE 12 / 11 / 2002 Assistant Registrar of Titles SHEET 1 OF 2 SHEETS	
E-1	SEWERAGE	2	THIS PLAN	LOWER MURRAY WATER		
E-2	DRAINAGE	2.41	L.P.93660	LAND IN L.P.93660		
A-1	DRAINAGE AND CARRIAGEWAY	SEE DIAG.	L.P.323705J	LOTS ON THIS PLAN		
E-3	DRAINAGE AND CARRIAGEWAY	SEE DIAG.	THIS PLAN	MILDURA RURAL CITY COUNCIL		
DONALD A PEDLER PTY LTD P.O. BOX 171, MERBEIN 3505 TELEPHONE 0438 868 868 ACN 004 785 000			LICENSED SURVEYOR (PRINT) DONALD ALEXANDER PEDLER SIGNATURE --- DATE 15 / 3 / 2001 REF S 1351 VERSION 4		DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3	

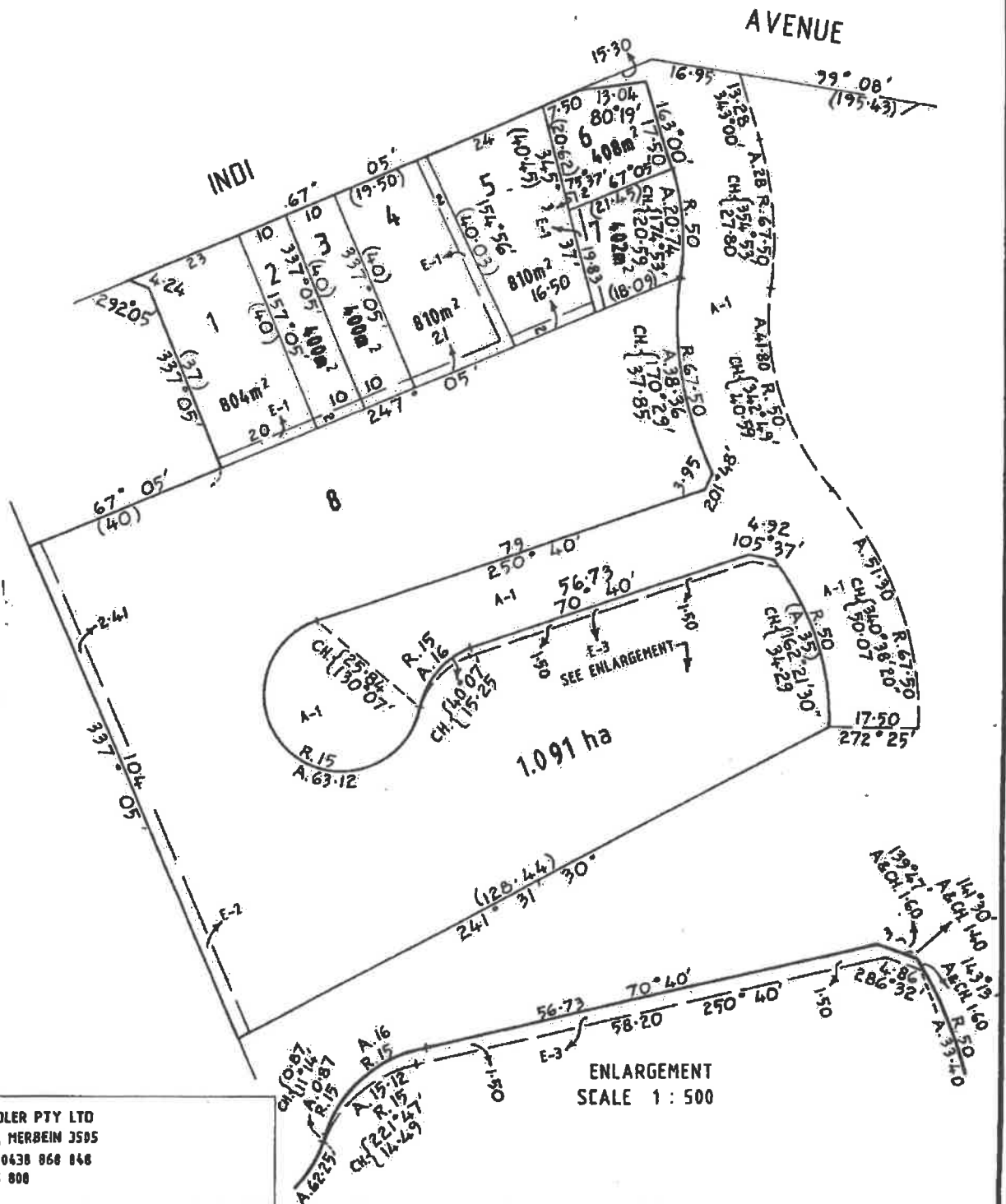
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 434322 G

APPROX. TRUE NORTH



DONALD A PEDLER PTY LTD
P.O. BOX 171, HERBEIM 3595
TELEPHONE 0638 868 848
ACN 004 785 808

ENLARGEMENT
SCALE 1 : 500

8 0 8 16 24 32 40
LENGTHS ARE IN METRES

ORIGINAL
SCALE
1 : 800
SHEET
SIZE
A3

LICENSED SURVEYOR (PRINT) DONALD ALEXANDER PEDLER
SIGNATURE DATE 15 / 3 / 2001
REF S 1351 VERSION L

SHEET 2 OF 2 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

Coffield PS03

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: RYAN MALONEY ANDERSON

Phone: (03) 5023 0571

Address: 70 Deakin Avenue

MILDURA

Ref: LEA.JH 31019

Customer Code: 0844 S



MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Volume 10687 Folio 240

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

all its estate and interest in fee simple

Consideration:

FORTY-TWO THOUSAND DOLLARS (\$42,000.00)



DAC046721Q-1-3

Transferor: (full name)

CENTENNIAL ESTATES PTY LTD ACN 006 195 759

Transferee: (full name and address including postcode)

MAREE BEVERLEY WEIGHT of Lot 6 Indi Avenue, Red Cliffs, 3496

Directing Party: (full name)

Creation and/or Reservation and/or Covenant :

AND THE SAID MAREE BEVERLEY WEIGHT for herself and her transferees the registered proprietors for the time being of the land transferred and every part thereof DO HEREBY as a separate covenant COVENANT with the said CENTENNIAL ESTATES PTY LTD and the other registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No 434322G and every part thereof (other than the land hereby transferred) as follows:

1. They will not erect or cause or suffer to be erected upon the said lot any dwelling house (except for the usual outbuildings) with more than fifty per centum of the external wall of any material other than brick (which definition shall not be extended to mean mud-brick), brick veneer or stone and shall not roof such dwelling with material other than tiles, colourbond steel or zinc aluminium and that any roof shall not be pitched at an angle less than ten degrees.

Approval No: 377018A

ORDER TO REGISTER
Please register and issue title to

STAMP DUTY USE ONLY

T2

508 - Original Transfer of Land
Stamped with: \$808.00
Trn: 1519621 07-MAY-2003
SRG Victoria Duty, MXDO



Signed

Cust. Code:

* Law Perfect Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED

2. They will not erect or cause or suffer to be erected on the said lot any transportable, prefabricated or moveable dwelling house or any existing dwelling house moved in whole or in part from another site or place of construction.
3. That they will not erect or cause or suffer to be erected upon the said lot any dual occupancy dwelling or more than one dwelling and that such building or dwelling shall not be other than a building that is a class 1(a)(i) as defined in part A3-2 of the building code of Australia and that such building and lot or any part thereof shall not be registered under the provisions of the Subdivision Act 1988 or any amendment modification or re-enactment or substitution of such Act.

AND IT IS HEREBY AGREED AS FOLLOWS:

That the benefit of the foregoing covenant shall be attached to and run at law and in equity with the land comprised in the said Plan of Subdivision other than the land hereby transferred and that the burden thereof shall be at law and in equity to the said land hereby transferred and that the same shall be noted and appear on every future Certificate of Title to the said lot and every part thereof as an encumbrance affecting the said land and every part thereof.

Dated:

Execution and attestation



The common seal of CENNTENNIAL ESTATES) PTY LTD was affixed in the presence of the)
authorised person:)



Sole Director and Sole Company Secretary

Full name DONALD ALEXANDER PEDLER

Usual address LAUREN COURT
MERBEN 3505

Signed by MAREE BEVERLEY WEIGHT in the presence of:

M. Weight

WITNESS

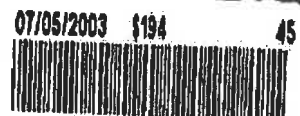
Approval No: 377018A

T2 Page 2



* Law Perfect Pty Ltd

AC046721Q



AB231879E



S.181 APPLICATION

Lodged

Martin Irwin + Richards.



Code

1008 B

**APPLICATION BY A RESPONSIBLE
AUTHORITY Under Section 181 Planning
and Environment Act 1987 for ENTRY OF A
MEMORANDUM OF AGREEMENT under
Section 173 of the Act**

The responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of the Title to the land referred to:

LAND:

The whole land contained in Certificate of Title Volume 10150 Folio 142.

Now = C/Ts 10687-235/242 (3.1.)

ADDRESS OF LAND: Indi Avenue, Red Cliffs in the State of Victoria 3496..

**RESPONSIBLE
AUTHORITY:**

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

21/11/02

PLANNING SCHEME: MILDURA PLANNING SCHEME as administered by MILDURA RURAL CITY COUNCIL

AGREEMENT DATE:

22/3/2002

PM 22/4

AGREEMENT WITH:

CENTENNIAL ESTATES PTY LTD both of 95 Cameron Rise, Beveridge
in the State of Victoria 3753

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

Signature for the Responsible Authority

Name of Officer

GARY CRAMP

Position of Officer

ACTING MANAGER CORPORATE & CIVIC ADMINISTRATION

Date

22-3-02

21/11/02



AB231879E-1-6



MILDURA RURAL CITY COUNCIL
and
CENTENNIAL ESTATES PTY LTD

SECTION 173 AGREEMENT
Indi Avenue, Red Cliffs

Martin Irwin & Richards
Lawyers

61 – 63 Deakin Avenue
MILDURA VIC 3500
DX 50022 MILDURA

Phone: 03 5023 7900
Fax: 03 5021 2700
Ref: KEM:KMS 02/0122

AB231879E

22/04/2002 \$59

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DAB231879E-3-2

THIS AGREEMENT is made on the 22nd day of March 2002.

PARTIES

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

AND CENTENNIAL ESTATES PTY LTD of 95 Cameron Rise,
Beveridge 3753 in the State of Victoria ("the Owner")

RECITALS

- A. The Owner is registered or entitled to be registered as the proprietor of the Land.
- B. The Council is the responsible authority under the Planning and Environment Act 1987 ("the Act") for the Mildura Planning Scheme ("the Planning Scheme").
- C. The Owner has made an application to the Council for a planning permit under the Planning Scheme for the development of the Land for a sixty-five (65) lot subdivision ("the Development").
- D. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 31st day of May 2001 and numbered P99/599 ("the Permit").
- E. Condition 4 of the Permit provides:
 - 4. Prior to the commencement of any works the owner of the subject land must, at no cost to the Responsible Authority, enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987. This agreement must provide for:

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- The submission and approval of a drainage design by the Responsible Authority.
- The design must include soil testing on the land site aside for drainage detention, described as Drainage Reserve No. 1 PS 338296Q to determine the most appropriate location for the drainage detention basin.
- Full construction details including all pipe works of the drainage basin and all drainage out-fall from the subdivision as being connected to the drainage basin in accordance with Council Design Plan 418.RS.02 (2 sheets).
- All costs associated with the construction of the civil works, including the payment of Supervision and Plan Checking fee are to be borne by the permit holder.

The agreement must be registered at the Office of Titles pursuant to Section 181 of the Planning and Environment Act, 1987.

- F. The parties intend that this Agreement shall be registered with the Registrar of Titles in accordance with Section 181 of the Act, so that the burden of the Owner's covenants contained in this Agreement run with the Land.

THE PARTIES AGREE:

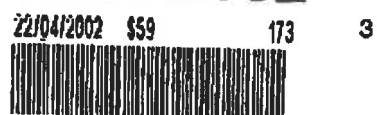
1. DEFINITIONS

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

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

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

AB231879E





DRB231879E-5-9

“Land” means the property situate at Indi Avenue, Red Cliffs in the State of Victoria and described as:

- Lot A on Plan of Subdivision PS323705J contained in Certificate of Title Volume 10150 Folio 142.

“Lot” means any allotment created as a result of the Development.

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

“Permit” means planning permit number P99/599 issued by the Council on the 31st day of May 2001.

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;

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- (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 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

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Section 173 Agreement – Indi Avenue, Red Cliffs
Centennial Estates Pty Ltd

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 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.

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6.5 Costs

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

6.6 Owner to submit drainage design proposal

The Owner shall, prior to the commencement of any works and at it's own cost, submit to the Council, for the Council's approval, a drainage design proposal which includes provision for a drainage detention basin. As part of the proposal the Owner must conduct soil testing on the site marked as Drainage Reserve No. 1 on Plan of Subdivision PS338296Q to determine the most appropriate location for a drainage detention basin. The proposal must include full construction details including all pipe works. The proposal must show the collection of drainage out-fall from the subdivision into the drainage detention basin in accordance with Council Design Plan 418.RS.02 (2 sheets).

6.7 Owner to amend proposal to obtain approval where necessary

Where the Council requires amendments to the design proposal before approval is given, the Owner shall, at it's own cost, perform all things necessary, including but not limited to, further soil testing to vary the design proposal as required by Council.

6.8 Owner to construct drainage detention basin

Upon obtaining Council's written approval for the design proposal the Owner shall, at it's own cost, construct the drainage detention basin and other associated works in accordance with the approved design.

6.9 Works to be performed within 30 days of Council's notice

The Owner shall, at it's own cost, commence the works prescribed in clause 6.8 above within 30 days of receipt of a notice from Council requiring the commencement of the works and complete the works as soon as practicable

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thereafter. In default of this requirement the Council may undertake and or complete the works at the cost of the Owner in accordance with the provisions of clause 9 of this Agreement.

6.10 Owner to pay for Works

The Owner will pay all costs associated with performing the covenants contained in clauses 6.6, 6.7, 6.8, and 6.9 above including Council's fees for construction supervision and plan checking. The Owner means Centennial Estates Pty Ltd at first instance, however where works are undertaken or costs are otherwise payable in accordance with the terms of this Agreement and are not recoverable from Centennial Estates Pty Ltd for any reason whatsoever, any subsequent Owners shall for all such amounts, and in such case such costs shall be apportioned between subsequent owners on each lot on a pro rata basis having regard to the proportion of land the Lot bears in proportion to the total land area of the Development. If costs are not capable of being determined on an area basis costs shall be apportioned equally between the Lots in respect of which such costs are incurred.

7. OWNER'S WARRANTY

7.1 Registered Proprietor

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

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.

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7.3 Obtained consents

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

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. In the event that there is more than one owner of any Lot the covenants, undertakings, warranties and liabilities of the Owners 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.

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9. DEFAULT OF OWNER

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

EXECUTED as a deed.

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

.....
Councillor



.....
Councillor

.....
Chief Executive Officer

THE COMMON SEAL of)
CENTENNIAL ESTATES PTY LTD)
was affixed hereto by authority of)
the Board of Directors in the)
presence of:

.....
Director



.....
Director/Secretary

AB231879E



PLANNING PERMIT



DAB231879E-12-6

Form 4.4

Application No P99/599
Planning Scheme: Mildura Planning Scheme
Responsible Authority Mildura Rural City Council

ADDRESS OF THE LAND:

Indi Avenue, RED CLIFFS (Lots A, B Plan of Subdivision 323705J, Section B)

THE PERMIT ALLOWS:

65 Lot Subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 1 Prior to the commencement of the development, three copies of the following information/plans, drawn to scale and with dimensions, must be submitted to and approved by the Responsible Authority. When approved the information and plans will be endorsed and will then form part of the permit. The plans must show:-
 - A master plan for the subdivision indicating the staging including the lots affected by each stage.
 - A 10 metre by 15 metre building envelope being provided on Lots 2, 3, 6 and 7.
 - A plan indicating contours/levels so that easement locations for stormwater drainage can be determined.
 - Road design for the site including widths of roads and other relevant documentation.
 - A priced schedule of quantities, program of construction works, list of principle representatives and point of contact for all construction works to be submitted.
 - A co-ordination plan indicating full services layout with off sets approved by the relevant authorities.
- 2 The subdivision must proceed in the order of stages shown on the endorsed plan unless otherwise agreed to by the Responsible Authority.
- 3 This permit does not allow the release of a stage of the subdivision until the requirements of that stage (including the requirements of Referral Authorities) have been met and a separate Statement of Compliance has been issued.

Date issued:

31 May 2001

Signature for the
Responsible Authority

GARRY HEALY
DIRECTOR DEVELOPMENT
AND MAINTENANCE SERVICES

AB231879E

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PLANNING PERMIT



DAB231879E-13-0

Form 4.4

Application No P99/599
Planning Scheme: Mildura Planning Scheme
Responsible Authority Mildura Rural City Council

ADDRESS OF THE LAND:

Indi Avenue, RED CLIFFS (Lots A, B Plan of Subdivision 323705J, Section B)

THE PERMIT ALLOWS:

65 Lot Subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 4 Prior to the commencement of any works the owner of the subject land must, at no cost to the Responsible Authority, enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment 1987. This agreement must provide for:

- The submission and approval of a drainage design by the Responsible Authority.
- The design must include soil testing on the land site aside for drainage detention, described as Drainage Reserve No. 1 PS 338296Q to determine the most appropriate location for the drainage detention basin.
- Full construction details including all pipe works of the drainage basin and all drainage outfall from the subdivision as being connected to the drainage basin in accordance with Council Design Plan 418.RS.02 (2 sheets).
- All costs associated with the construction of the civil works, including the payment of Supervision and Plan Checking fee are to be borne by the permit holder.

The agreement must be registered at the Office of Titles pursuant to Section 181 of the Planning and Environment Act, 1987.

- 5 All contractors working in Council's road reserve shall be covered for workers compensation insurance and public liability insurance to the amount of \$10 million. The policy shall specifically indemnify Council from all claims arising from execution of the works. Written evidence of this insurance is to be submitted to Council prior to works commencing.
- 6 Footpaths on the Indi Avenue frontage are to be stamped with year of construction in locations to the satisfaction of the Responsible Authority.
- 7 The permit holder is to supply at the completion of works "as constructed" plans for Council records in both digital and hardcopy format. This is to include finished level checking by a licensed surveyor and shown on the plans prior to the issue of a Statement of Compliance.

Date issued:

31 May 2001

Signature for the
Responsible Authority

GARRY HEALY
DIRECTOR DEVELOPMENT
AND MAINTENANCE SERVICES

AB231879E

22/04/2002 \$59

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PLANNING PERMIT



DAB231879E-14-3

Form 4.4

Application No P99/599
Planning Scheme: Mildura Planning Scheme
Responsible Authority Mildura Rural City Council

ADDRESS OF THE LAND:

Indi Avenue, RED CLIFFS (Lots A, B Plan of Subdivision 323705J, Section B)

THE PERMIT ALLOWS:

65 Lot Subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 8 The developer must provide two bank guarantees at the agreed practical completion of the subdivision both valued at 5% of the construction cost for the Maintenance Period. During the maintenance period, the permit holder will be responsible for the maintenance of all infrastructure within the road reserve. One bank guarantee shall be released to the developer following a three month period and the remaining bank guarantee shall be released when the subdivision is formally handed over to the Responsible Authority.
- 9 All street signs including street names, hazard markers and other regulatory signs are to be installed and maintained to the satisfaction of the Responsible Authority.
- 10 Street lighting is to be provided to the subdivision by the permit holder to the requirements of Powercor Australian and the Responsible Authority.
- 11 All exposed earthworks and disturbed areas shall have suitable sediment control measures in place prior to the commencement of construction to prevent soil erosion and transport of sediment off the site during rainfall and runoff. This will include the installation of a sediment fence with returned ends across the low side of the site so that all water flows through. These shall be maintained at no less than 70% capacity at all times. Drains, gutters, roadways, etc shall be kept clean and free of sediment.

The sediment control measures shall be continually monitored and maintained for the duration of construction for six months after completion. All disturbed areas shall be revegetated with native vegetation endemic to the area.
- 12 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 have been complied with.
- 13 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.

Date issued:

31 May 2001

Signature for the
Responsible Authority

GARRY HEALY
DIRECTOR DEVELOPMENT
AND MAINTENANCE SERVICES

AB231879E

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PLANNING PERMIT



DAB231879E-15-7

Form 4.4

Application No P99/599
Planning Scheme: Mildura Planning Scheme
Responsible Authority Mildura Rural City Council

ADDRESS OF THE LAND:

Indi Avenue, RED CLIFFS (Lots A, B Plan of Subdivision 323705J, Section B)

THE PERMIT ALLOWS:

65 Lot Subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 14 To safeguard the local amenity, reduce noise nuisance and to prevent environmental pollution during the construction period:
- a) Site and building works (including the delivery of materials to and from the property) shall be carried out Monday to Friday between 7am-6pm and on Saturdays between 8am-3pm. Alteration to these hours may be possible for safety reasons but only on the approval of Council.
 - b) Stockpiles of topsoil, sand, aggregate, spoil or other material shall be stored clear of any drainage path or easement, natural watercourse, footpath, kerb or road surface and shall have measures in place to prevent the movement of such material off site.
 - c) Building operations such as brickcutting, washing tools, concreting and bricklaying shall be undertaken on the building block. The pollutants from these building operations shall be contained on site.
 - d) Builders waste must not be burnt or buried on site. All waste must be contained and removed to a Waste Disposal Depot

LOWER MURRAY WATER

- 15 The holder of this permit, or authorised agent, shall meet the Authority's requirements regarding easements in favour of the Lower Murray Region Water Authority, prior to the submission of any plan of subdivision for certification.
- 16 The requirements of the Lower Murray Region Water Authority shall be met, in regard to the provision of water supply and sewerage services to the land, including payment of all associated costs prior to the Authority agreeing to the issue of a Statement of Compliance.

Date issued:

31 May 2001

Signature for the
Responsible Authority

GARRY HEALY
DIRECTOR DEVELOPMENT
AND MAINTENANCE SERVICES

AB231879E

22/04/2002 \$59

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PLANNING PERMIT



DAB231879E-16-1

Form 4.4

Application No P99/599
Planning Scheme: Mildura Planning Scheme
Responsible Authority Mildura Rural City Council

ADDRESS OF THE LAND:

Indi Avenue, RED CLIFFS (Lots A, B Plan of Subdivision 323705J, Section B)

THE PERMIT ALLOWS:

65 Lot Subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 17 The owner or operator under the permit shall meet any requirement or cost of the Lower Murray Region Water Authority in respect of the acquisition by Lower Murray Region Water Authority of additional water entitlements to it demand for water created by the use or development.

Compliance with this condition may be achieved by:

- Payment to Lower Murray Region Water Authority of the cost of the Authority purchasing the necessary additional water entitlement; or
- The owner or operator under the permit procuring the transfer to Lower Murray Region Water Authority of the appropriate licence or other entitlement to water to meet the relevant demand created; or
- A combination of the above; and

Whichever the option is adopted the relevant entitlement shall be in due course transferred to the bulk entitlement of Lower Murray Region Water Authority in accordance with the Water Act 1989 or other successor legislation.

POWERCOR

- 18 The applicant shall enter into an agreement for the extension, upgrading or re-arrangement of the electricity supply to lots on the plan of subdivision as required by Powercor Australia Ltd. (A payment to cover the cost of such work will be required and easements internal and external to the subdivision and provision of sites for substations may also be required).
- 19 The applicant shall re-arrange, to the satisfaction of Powercor Australia Ltd, any existing private electric lines that cross boundaries of the proposed lots to supply existing installations. Such lines shall be constructed with underground cables.
- 20 The applicant shall set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision.

Date issued:

31 May 2001

Signature for the
Responsible Authority

GARRY HEALY
DIRECTOR DEVELOPMENT
AND MAINTENANCE SERVICES

AB231879E

22/04/2002 \$59 173



PLANNING PERMIT



DAB231879E-17-4

Form 4.4

Application No P99/599
Planning Scheme: Mildura Planning Scheme
Responsible Authority Mildura Rural City Council

ADDRESS OF THE LAND:

Indi Avenue, RED CLIFFS (Lots A, B Plan of Subdivision 323705J, Section B)

THE PERMIT ALLOWS:

65 Lot Subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 21 The applicant shall provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new power lines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall be for the purpose of "Power Line" in favour of Powercor Australia Ltd.
- 22 The applicant shall obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
- 23 The applicant shall adjust the position of any existing easement(s) for powerlines to accord with the position of the lines(s) as determined by survey.
- 24 The applicant shall obtain the approval of Powercor Australia Ltd to lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.

SUNRAYSIA RURAL WATER

- 25 The applicant or owner shall obtain the consent of Sunraysia Rural Water Authority to the subdivision of the holding pursuant to Section 231 of the Water Act 1989 for Lots 6 to 13 and 27 to 65.

TELSTRA

- 26 The applicant shall enter into an agreement with Telstra or other licensed telecommunications carrier for the satisfactory provision of telephone cable reticulation one (1) metre into each allotment created.

PERMIT NOTE

12 November 2001 - Permit amended to correct an error and allow the subdivision of 65 Lots in accordance with the original application, conditions relating to the staging of the subdivision were also amended.

Date issued:

31 May 2001

Signature for the
Responsible Authority


GARRY HEALY
DIRECTOR DEVELOPMENT
AND MAINTENANCE SERVICES

AB231879E

22/04/2002 \$59

173




PLAN OF SUBDIVISION		STAGE No. /	LTO USE ONLY EDITION	PLAN NUMBER PS 434322 G
----------------------------	--	--------------------	--------------------------------	-----------------------------------

<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: MILDURA</p> <p>TOWNSHIP: _____</p> <p>SECTION: B</p> <p>CROWN ALLOTMENT: 230 (PART)</p> <p>CROWN PORTION: _____</p> <p>LTO BASE RECORD: LITHO. SHEET 11 TITLE REFERENCES: VOL.10150 FOL.142</p> <p>LAST PLAN REFERENCE/S: L.P.323705J</p> <p>POSTAL ADDRESS: INDI AVENUE (At time of subdivision) RED CLIFFS. 3496</p> <p>AMG Co-ordinates (of approx centre of land in plan) E 689760 N 6203010 ZONE: 56</p>	<p style="text-align: center;">COUNCIL CERTIFICATION AND ENDORSEMENT</p> <p>COUNCIL NAME: MILDURA RURAL CITY COUNCIL REF: S 0210</p> <p>1. This plan is certified under Section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6</p> <p>3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</p> <p>OPEN SPACE</p> <p>(f) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage</p> <p>Council Delegate _____ Council Seal _____ Date 1 1 8 101</p> <p>Re-certified under Section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate _____ Council Seal _____ Date _____</p>
---	--

VESTING OF ROADS AND/OR RESERVES	
IDENTIFIER	COUNCIL/BODY/PERSON

NOTATIONS	
STAGING	This is/is not a staged subdivision. Planning permit No _____
DEPTH LIMITATION	15.24 METRES BELOW THE SURFACE



DAB231879E-18-8


SURVEY THIS PLAN IS NOT BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) _____

IN PROCLAIMED SURVEY AREA No. _____

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EASEMENT INFORMATION					LTO USE ONLY	
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	RECEIVED <input type="checkbox"/>	
E-1	SEWERAGE	2	THIS PLAN	LOWER MURRAY WATER	DATE: / /	
E-2	DRAINAGE	2.61	LP.93660	LAND IN LP.93660	LTO USE ONLY	
A-1	DRAINAGE AND CARRIAGEWAY	SEE DIAG.	LP.323705J	LOTS ON THIS PLAN	PLAN REGISTERED	
A-2	DRAINAGE AND CARRIAGEWAY	SEE DIAG.		MILDURA RURAL CITY COUNCIL	TIME	
E-3	DRAINAGE AND CARRIAGEWAY	SEE DIAG.	THIS PLAN	MILDURA RURAL CITY COUNCIL	DATE / /	
DONALD A PEDLER PTY LTD P.O. BOX 171, HERBEIN 3505 TELEPHONE 0438 868 868 ACN 004 785 808					Assistant Registrar of Titles	
					SHEET 2 OF 2 SHEETS	
					LICENSED SURVEYOR (PRINT) DONALD ALEXANDER PEDLER SIGNATURE _____ DATE 15 13 1200 REF S 1351 VERSION 3	
					DATE 1 1 8 101 COUNCIL DELEGATE SIGNATURE _____ ORIGINAL SHEET SIZE A3	

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

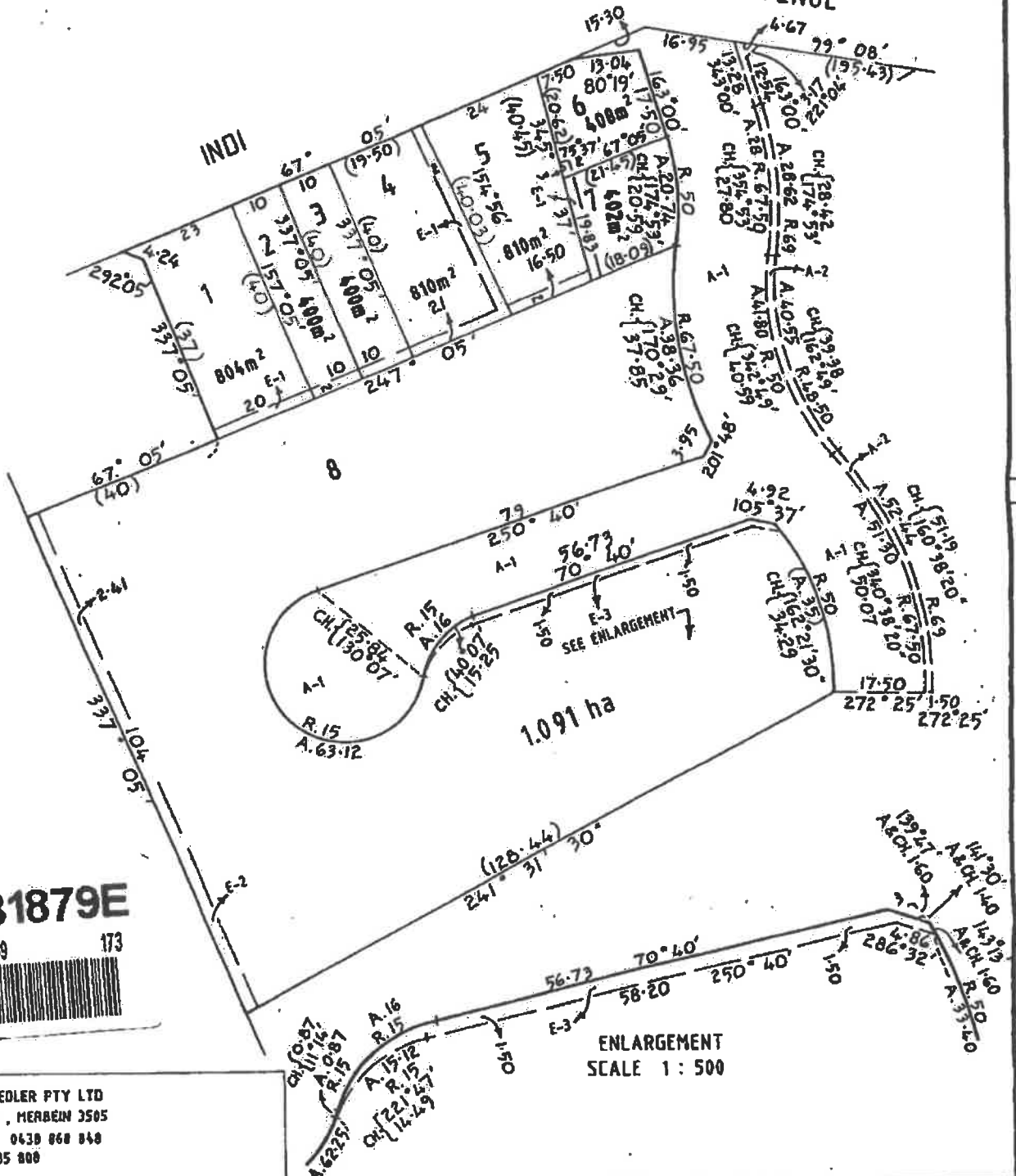
PS 434322 G



DAB231879E-19-1

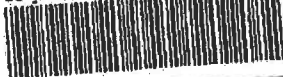
AVENUE

APPROX. TRUE NORTH



AB231879E

22/04/2002 \$59 173



DONALD A PEDLER PTY LTD
P.O. BOX 171, MERBEIN 3505
TELEPHONE 0638 868 848
ACN 604 785 808

ORIGINAL

SCALE 1:800
SHEET SIZE

LICENSED SURVEYOR (PRINT) DONALD ALEXANDER PEDLER

SIGNATURE *[Signature]* DATE 15 / 3 / 2001

SHEET 2 OF 3 SHEETS

DATE 1 / 8 / 2001

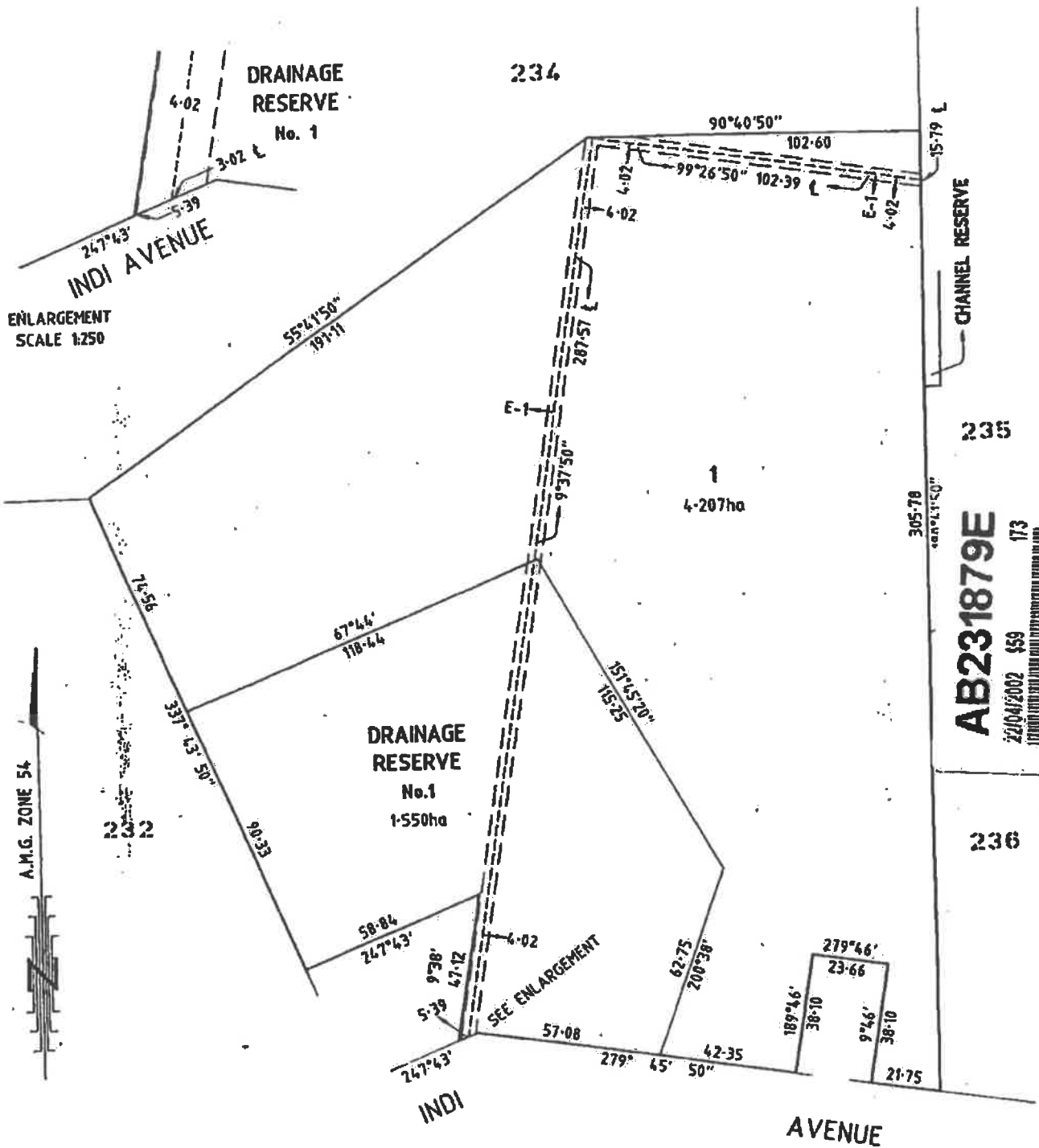
0 8 16 24 32 40
LENGTHS ARE IN METRES

PLAN OF SUBDIVISION UNDER SECTION 35 OF THE SUBDIVISION ACT 1988		Stage No. LTO use only EDITION	Plan Number PS 338296Q																		
Location of Land Parish: MILDURA Township: _____ Section: B Crown Allotment: 233(PART) Crown Portion: _____ LTO Base Record: LITHO SHEET 10 Title Reference: VOL 10202 FOL 833 Last Plan Reference: P.S. 322737A Postal Address: INDU AVENUE (at time of subdivision) REDCLIFFS 3496 AMG Co-ordinates E 609850 Zone: 54 of approx. centre of land N 6203180 (plan) Vesting of Roads and/or Reserves <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">Identifier</th> <th style="width: 85%;">Council/Body/Person</th> </tr> <tr> <td>ES No.1</td> <td>MILDURA RURAL CITY COUNCIL</td> </tr> </table> <p>RESERVE No.1 VESTED IN MILDURA RURAL CITY COUNCIL WHEN THE APPROPRIATE TRANSFER IS REGISTERED.</p> <p>LAND TO BE ACQUIRED BY AGREEMENT : RESERVE No.1</p> <p>LAND TO BE ACQUIRED BY COMPULSORY PROCESS : NIL</p> <p>THE LAND IS TO BE ACQUIRED FREE FROM ALL ENCUMBRANCES OTHER THAN ANY EASEMENTS SPECIFIED ON THIS PLAN.</p>		Identifier	Council/Body/Person	ES No.1	MILDURA RURAL CITY COUNCIL	Council Certificate and Endorsement Council Name: MILDURA RURAL CITY COUNCIL Ref: 45-480/5/3194 A. This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots. B. This plan is exempt from Part 3 of the Subdivision Act 1988. C. This is a plan under section 35 of the Subdivision Act 1988 which creates (one) additional lot(s). D. It is certified under section 6 of the Subdivision Act 1988. E. It is certified under section 11(7) of the Subdivision Act 1988. F. Date of original certification under Section 6 6/10/94 G. This is a statement of compliance under section 21 of the Subdivision Act 1988. Council delegate Council seal Date 22/03/96															
Identifier	Council/Body/Person																				
ES No.1	MILDURA RURAL CITY COUNCIL																				
		Notations																			
		Staging This is/ is not a staged subdivision Planning Permit No: _____																			
		Depth Limitations 15.24 METRES BELOW THE SURFACE APPLIES TO ALL THE LAND IN THIS PLAN.																			
		LOT 1 IS NOT THE RESULT OF SURVEY - DIMENSIONS OBTAINED BY DEDUCTION FROM TITLE.																			
		AB231879E 22/04/2002 \$59 173 																			
		Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) 123, 124, 127, 129, In Proclaimed Survey Area No. 30 158																			
Easement Information																					
A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		LTO use only																			
EASEMENT RESERVE No.1 IS CREATED WHEN THE APPROPRIATE TRANSFER IS REGISTERED.		Statement of Compliance/ Exemption Statement																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">Symbol</th> <th style="width: 15%;">Easement Reference</th> <th style="width: 15%;">Purpose</th> <th style="width: 10%;">Width (Metres)</th> <th style="width: 15%;">Origin</th> <th style="width: 40%;">Land Benefited/In Favour Of</th> </tr> <tr> <td>E-1</td> <td></td> <td>DRAINAGE</td> <td>4.02</td> <td>CONDITIONS IN C.G. VOL. 8669 FOL 266</td> <td>STATE RIVERS & WATER SUPPLY COMMISSION</td> </tr> <tr> <td>ES. No.1</td> <td></td> <td>SEWERAGE</td> <td>SEE DIAG.</td> <td>THIS PLAN</td> <td>LOWER MURRAY REGION WATER AUTHORITY</td> </tr> </table>		Symbol	Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	E-1		DRAINAGE	4.02	CONDITIONS IN C.G. VOL. 8669 FOL 266	STATE RIVERS & WATER SUPPLY COMMISSION	ES. No.1		SEWERAGE	SEE DIAG.	THIS PLAN	LOWER MURRAY REGION WATER AUTHORITY	Received Date / / LTO use only PLAN REGISTERED TIME DATE / /	
Symbol	Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of																
E-1		DRAINAGE	4.02	CONDITIONS IN C.G. VOL. 8669 FOL 266	STATE RIVERS & WATER SUPPLY COMMISSION																
ES. No.1		SEWERAGE	SEE DIAG.	THIS PLAN	LOWER MURRAY REGION WATER AUTHORITY																
 DRB231879E-20-7		Assistant Registrar of Titles Sheet 1 of 3 Sheets DATE 22/03/96 COUNCIL DELEGATE SIGNATURE Original sheet size A3																			
THOMSON & SINGLETON PTY.LTD. ACN 006 143 317 61 DEAKIN AVENUE, MILDURA. 3500. TEL. (050) 23-1835 FAX. (050) 21-195 POSTAL: P.O. BOX 766, MILDURA. 3502		DATE 1-11-1995 VERSION 2																			

PLAN OF SUBDIVISION
UNDER SECTION 35 OF THE SUBDIVISION ACT 1988

Stage No.

Plan Number
PS 338296Q



AB231879E
22/04/2002 459 173

THOMSON & SINGLETON PTY.LTD.
ACN 006 143 317
61 DEAKIN AVENUE, MILDURA, 3500.
TEL. (050) 23-1835 FAX. (050) 21-3957
POSTAL: P.O. BOX 766, MILDURA, 3502.



ORIGINAL		SCALE	
SCALE	SHEET SIZE	12.5	0 25 50
1:1250	A3	LENGTHS ARE IN METRES	

LICENSED SURVEYOR (PRINT) ANDREW CLIFFORD CRAIG
SIGNATURE *Andrew Clifford Craig* DATE 1 / 11 / 1995
REF 4796 VERSION 2

Sheet 2 of 3 sheets
[Signature]
DATE 22/03/96
COUNCIL DELEGATE SIGNATURE
Original sheet size A3



PLAN OF SUBDIVISION

UNDER SECTION 35 OF THE
SUBDIVISION ACT 1988

Stage No.

Plan Number

PS 338296Q

VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND

Land affected	Land acquired by compulsory process prior to certification		Land acquired by compulsory process after registration of plan		Land acquired by agreement		LTO reference of transfers or notifications of vesting dates	Assistant Registrar of Titles Signature
	Vesting date	Gov't Gaz.	Date of recording of vesting date	Vesting date	Gov't Gaz.	Date of registration of transfer		
		Page	Year		Page	Year		

THAT PART OF
RESERVE No.1
IN C.T.
VOL. 10202
FOL 833



DAB231879E-22-4

AB231879E

22/04/2002 \$59

173



Sheet 3 of 3 sheets

LICENSED SURVEYOR (PRINT) ANDREW CLIFF (RL)

SIGNATURE *A. Cliff* DATE 1 11 1995

REF 4796

VERSION 2

DATE 22/03/96

INCIL DELEGATE SIGNATURE

Original sheet size A3

0 10 20 30 40 50 60 70 80 90 100 mm

T.O.36

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 17 June 2021 11:38 AM

PROPERTY DETAILS

Address: **28 LAVENDER RISE RED CLIFFS 3496**
Lot and Plan Number: **Lot 6 PS434322**
Standard Parcel Identifier (SPI): **6\PS434322**
Local Government Area (Council): **MILDURA**
Council Property Number: **28502**
Planning Scheme: **Mildura**
Directory Reference: **VicRoads 538 G9**

www.mildura.vic.gov.au

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**

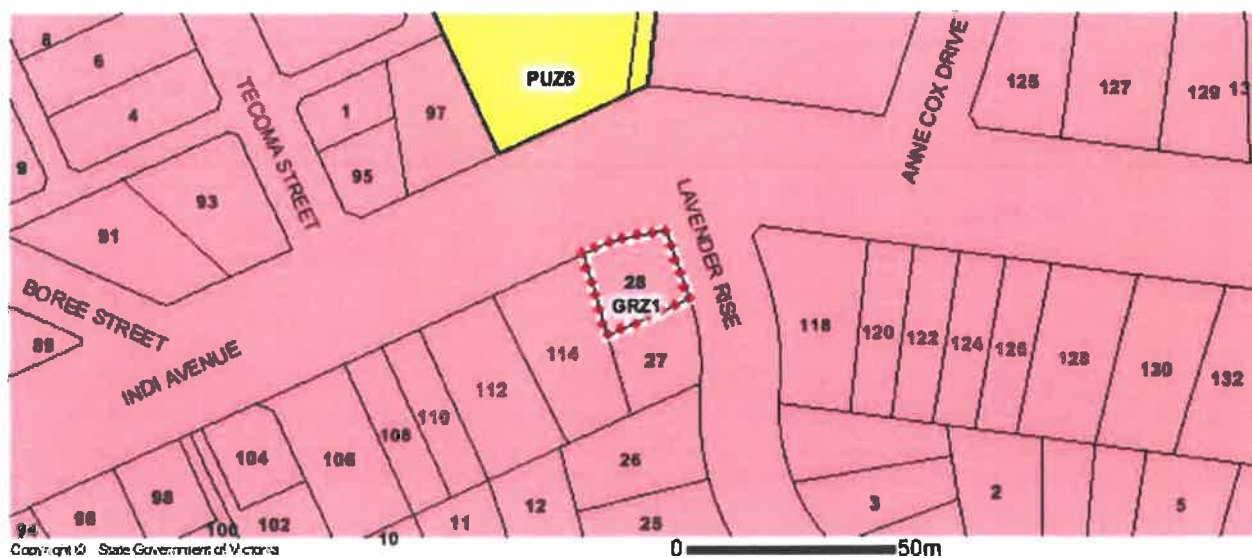
STATE ELECTORATES

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

PUZ6 - Public Use - Local Government

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

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PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Planning Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)

SALINITY MANAGEMENT OVERLAY (SMO)



DPO - Development Plan

SMO - Salinity Management

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



Environment,
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and Planning

Further Planning Information

Planning scheme data last updated on 9 June 2021.

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://mapshore.maps.vic.gov.au/vicplan>

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

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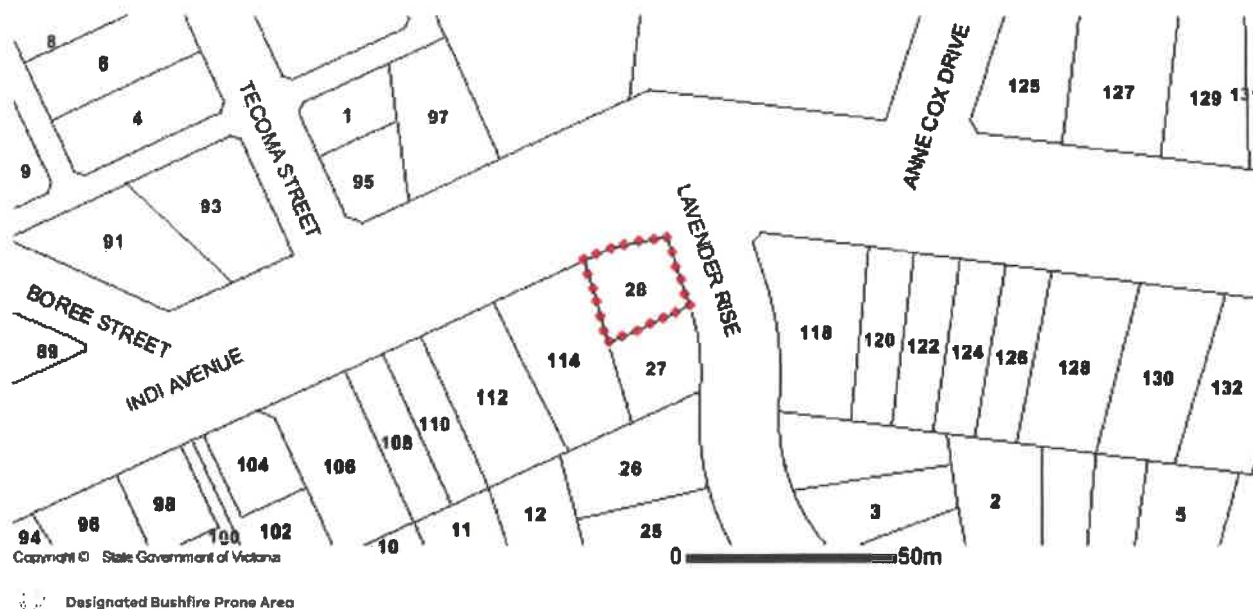
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PLANNING PROPERTY REPORT

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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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

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Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website \(consumer.vic.gov.au/duediligencechecklist\)](http://consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

CM



This is a lease renewal of the premises with the new lease period agreement made on the **18 day of December 2019** At 67 Lime Avenue, Mildura Vic 3500

LANDLORD: Name: K. & Y. Cox
 (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): **38 005 110 118**
 Address: **67 Lime Avenue**
Mildura Vic 3500
 Telephone Number: **03) 5021 2200**
 Fax Number: **03) 5021 1213**

TENANT (1): Name: Matthew Norris
 (A.B.N. if tenant is a company):
 Address: 28 Lavender Rise, Red Cliffs VIC 3496

TENANT (2): Name:
 Address:

TENANT (3): Name:
 Address:

TENANT (4): Name:
 Address:

PREMISES: **28 Lavender Rise, Red Cliffs VIC 3496**
 (*Together with those items indicated in the condition report)

RENT: The rental amount is **\$245.00** Per week.
 The date the first payment is due is **Wednesday, 18 December 2019**

BOND: A bond has been paid of **\$997.00** to the landlord/agent on **18 December 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, 18 December 2019
Renewal Start Date: Friday, 18 December 2020
Termination Date: Friday, 17 December 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 GUARENTEE 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)