

SPECIAL CONDITIONS included in Contract of Sale

BETWEEN

David Clive Doering and Jennifer Dianne Doering as Vendors

And

As Purchaser

SPECIAL CONDITIONS:

1. GST Withholding

- 1A 1.** Words and expression defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in the Special Condition unless the context requires otherwise. Words and expression first used in the Special Condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 1A 2.** This Special Condition 1A applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this Special Condition 1A is to be taken as relieving the Vendor from compliance with Section 14-255.
- 1A 3.** The amount is to be deducted from the Vendor's entitlement to the contract*consideration and is then taken to be paid to the Vendor, whether or not the Vendor provides the Purchaser with a GST Withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The Vendor must pay to the purchaser at settlement such part of the amount as is represented by nonmonetary consideration.
- 1A 4.** The Purchaser must:
- (a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this Special Condition; and
 - (b) Ensure that the representative does so.
- 1A 5.** The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) Pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from monies under the control or direction of the representative in accordance with this Special Condition on settlement of the sale of the property;
 - (b) Promptly provide the Vendor with evidence of payment, including any notification or other document provided by the Purchaser to the Commissioner relating to payment; and
 - (c) Otherwise comply, or ensure compliance, with this Special Condition.
- Despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor;
And
- (e) any other provision in this contract to the contrary.

1A 6. The representative is taken to have complied with the requirements of special condition 1A.5 if:

- (a) Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

1A 7. The Purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:

- (a) So agreed by the vendor in writing; and
- (b) The settlement is not conducted through an electronic settlement system described in special condition 1A.6.
However, if the purchaser gives the bank cheque in accordance with this special condition 1A.7, the vendor must:
- (c) Immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) Give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

1A 8. The Vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.

1A 9. A party must provide the other party with such information as the other party requires to:

- (a) Decide if an amount is required to be paid or the quantum of it, or
- (b) Comply with the purchaser's obligation to pay the amount,
In accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The party providing the information warrants that it is true and correct.

1A 10. The Vendor warrants that:

- (a) At settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) The amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

1A 11. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) The penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 1A 10; or
- (b) The purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

The Vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

1A 12. This special condition will not merge on settlement.

2. Going Concern/Farming Business:

The Vendors warrant they have conducted horticultural operations on the property for not less than five (5) years and the Purchasers are purchasing the property as a going concern. The parties acknowledge that any GST application to this transaction due to failure by the Purchaser to carry on horticultural practices on the property herein sold, will be the responsibility of the Purchasers. This condition shall not merge upon settlement.

3. Owner/Builder:

The following warranties are part of every contract to which Section 137B applies which relates to the sale of a home:

- a) The Vendor warrants that all domestic building work carried out in relation to the construction by or on behalf of the Vendor of the home was carried out in a proper and workmanlike manner; and
- b) The Vendor warrants that all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- c) The Vendor warrants that domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warrant, this Act and the regulations.

4. Whole Agreement:

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendors' agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract;

5. Planning:

The property is sold subject to any restriction as to user imposed by law or by an authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

6. Director's Guarantee and Warranty:

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

7. Unregistered Plan of Subdivision:

The Purchaser acknowledges that as at the date of this Contract the Plan of Subdivision referred to herein has not been registered by Land Victoria pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be):

- a) The deposit money payable by the Purchaser is to be paid into the Vendors' Conveyancers Trust Account to be held on trust for the Purchaser until registration of the Plan of Subdivision, or into a Special Purpose Banking Account in the joint names of the Vendor and the Purchaser. After registration of the Plan of Subdivision, the deposit monies shall be held and applied in accordance with the provisions of the Sale of Land (Deposits) Act, 1980;
- b) The Vendor shall at their own expense procure registration of the Plan of Subdivision;
- c) If the Plan of Subdivision is not registered within eighteen (18) months after the date of this Contract, either the Purchaser or the Vendor may, after the expiration of that eighteen (18) months, but before the Plan of Subdivision is registered, rescind this Contract of Sale by notice in writing to the other party and the deposit monies shall then be repaid to the Purchaser in full;
- d) The Vendor reserves the right to make alterations to the Plan of Subdivision necessary to secure its approval by Land Victoria and (subject to the provisions of Section 9AC of the Sale of Land Act), the Purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in area, boundaries, measurements, occupation or otherwise on the ground that the Plan of Subdivision as registered by Land Victoria does not agree in measurement or otherwise with the Plan of Subdivision or the property as inspected by the Purchaser;
- e) Plans of works intended to affect the natural surface levels of the land comprised in the plan and the abutting land are annexed to the Section 32 Statement (if applicable). The Vendor reserves the right to alter the natural surface levels of the property any time after the date of the Contract. The Vendor shall notify the Purchaser as soon as practicable of any changes to the works already disclosed in the Vendor's Section 32 Statement (if applicable);

- f) The property is sold and the Purchaser buys the property and shall take Title subject to the provisions of the Subdivisions Act, 1988 as amended and the Subdivisions (Body Corporate) Regulations in general and consequent upon registration of the plan, including lot entitlement and lot liability, any easements in favour of or affecting the lot, regulations of the Body Corporate and Special Rules (if any) of the Owners Corporation a copy of which is annexed to the Section 32 Statement;
- g) The Vendor reserves the right to make any variation or alteration to the plan that does not materially affect the property or is made pursuant to the provisions of the Subdivision Act, 1988 (as amended) and without limiting the generality of the foregoing made pursuant to Section 37 of the Subdivisions Act, 1988 (as amended) which is a prerequisite to the plan being re-certified by the certifying authority (if required) or registration by Land Victoria. The Purchaser hereby appoints the Vendor their/his/her proxy until they/he/she becomes registered as the proprietor of the property for the purpose of voting at any meeting of the Owners Corporation which meeting requires to pass any resolution relevant to any changes to the plan prior to r4egistration of the plan by Land Victoria;
- h) Until such time as the Plan of Subdivision has been registered by Land Victoria the Purchaser shall not lodge or cause or permit to be lodged on the Purchaser's behalf, any caveat in respect to the Purchaser's interest in the property and the Purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this provision.
- i) The due date for final settlement will be on the date specified in the Contract of Sale or Contract Note within TWENTY ONE (21) DAYS of the date the Vendor's Conveyancer notifies the Purchaser's representative that the Plan of Subdivision has been registered, whichever is the later.

The following Guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

GUARANTEE and INDEMNITY

I/We, of

and of

being the Sole Director / Directors of ACN.....
(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor selling to the within-named Purchaser at our request the Land described in the within Contract of Sale for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be preformed or observed by the Purchaser I/we will forthwith on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and hereby indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

Director (Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

Director (Sign)

**Vendors Statement to the Purchaser of Real Estate
Pursuant to Section 32 of the Sale of Land Act ("the Act")**

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

PROPERTY: Lot 1,662 Riverside Avenue, Mildura

VENDOR'S NAME: David Clive Doering and Jennifer Dianne Doering

VENDOR'S SIGNATURE:

 J Doering.

DATE:

18.08.2020

PURCHASER'S NAME:

PURCHASER'S SIGNATURE:

DATE:

**VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT ("the Act")**

Vendor: David Clive Doering and Jennifer Dianne Doering

Property: Lot 1,662 Riverside Avenue, Mildura
BEING Lot 1 on a proposed Plan of Subdivision
AND BEING part of the land contained in Certificate of
Title Volume 11811 Folio 996.

1. Financial matters in respect of the land

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

(a) are as follows :

<u>Authority</u>	<u>Amount</u>	<u>Interest</u>
1. Mildura Rural City Council	Not separately rated	
2. Lower Murray Water- Urban	Not separately rated	

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: Usual Adjustment of outgoings and water by measure

(a) Their total does not exceed \$5,000.00;

~~(b) The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:~~

~~(c) The Purchaser may be liable for ongoing Lower Murray Water charges that are applicable to water righted land. Refer to information statement attached hereto for information.~~

~~(d) The parties acknowledge that the Purchaser will be responsible for the payment of any charges and fees in relation to continuing the Lower Murray Water Authority water connection and also the installation and supply of a Lower Murray Water meter (if required).~~

2. Insurance details in respect of the land

(a) If the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

No such insurance has been effected
~~Particulars of vendor's insurance policy:~~

(b) If there is a residence on the land which was constructed within the preceding 6 years and section 137B of the **Building Act 1993** applies to the residence:

No such insurance has been effected.
~~Particulars of vendor's required insurance~~

3. Matters relating to land use

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:
 - (i) Description: As set out on the copy title documents;
 - (ii) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: None known to the Vendors
- (b) This land is not within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*
- (c) There is access to the property by road.
- (d) In the case of land to which a planning scheme applies a statement specifying—
 - (i) name of the planning scheme: See attached
 - (ii) name of the responsible authority: See attached
 - (iii) zoning of the land: See attached
 - (iv) name of any planning overlay affecting the land: See attached
 - (v) Salinity – See attached

4. Notices made in respect of land

- (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 property of which the vendor might reasonably be expected to have knowledge:

~~Is contained in the attached certificate/s and/or statement/s.~~

~~Is as follows:~~

None to the Vendor's knowledge

- (b) Whether there are 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:

~~Is contained in the attached certificate/s and/or statement/s.~~

~~Is as follows:~~

None to the Vendor's knowledge

- (c) Particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

~~Is contained in the attached certificate/s and/or statement/s.~~

~~Is as follows:~~

None to the Vendor's knowledge

5. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

No such Building permit has been granted to the Vendor's knowledge

~~Is contained in the attached certificate/s.~~

~~Is as follows:~~

6. Information relating to any Owners Corporation

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

(a) Unless paragraph (b) below applies—

~~either—~~

~~(A) specify the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporations Act 2006* relating to the Owners Corporation; or~~

~~(B) (i) attach a copy of the current Owners Corporation certificate issued in respect of the land under section 151 of the *Owners Corporations Act 2006*; and~~

~~(ii) attach a copy of the documents specified in section 151(4)(b)(i) and (iii) of the *Owners Corporations Act 2006* that are required to accompany an Owners Corporation certificate under that Act; or~~

(b) If the Owners Corporation is inactive, specify the Owners Corporation is inactive as the Owners Corporation HAS NOT in the previous 15 months:—

~~(i) had an annual general meeting;~~

~~(ii) fixed any fees; and~~

~~(iii) held any insurance.~~

7. Growth areas infrastructure contribution

There is not a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*) —

~~Particulars of work-in-kind agreement:~~

~~Is contained in the attached certificate/s and / or notice/s:~~

8. Disclosure of non-connected services

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

~~(a) electricity supply;~~

~~(b) gas supply;~~

~~(c) water supply;~~

~~(d) sewerage;~~

~~(e) telephone services.~~

9. Evidence of title

Attached are copies of 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 and the document, or part of the document, referred to as the diagram location in the Register Search Statement 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 vendor's title to the land;~~
- ~~(c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;~~
- (d) in the case of land that is subject to a subdivision—
 - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (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 –
 - (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 DILIGENCE CHECKLIST:

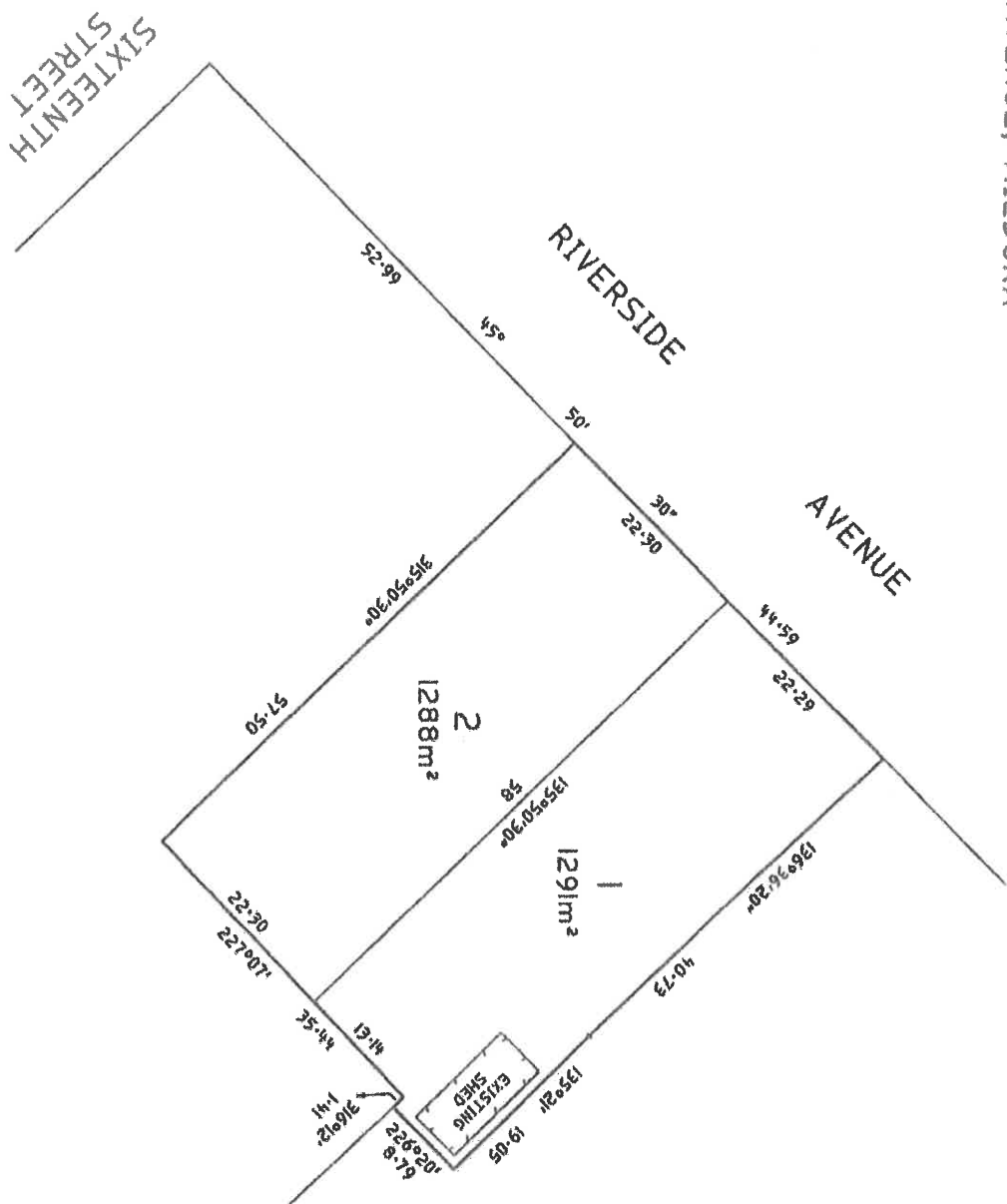
The Sale of Land Act, 1962 provides that the Vendor or the Vendor's Licensed Estate Agent must make a prescribed due diligence checklist available to the Purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided but the checklist has been attached as a matter of convenience.

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

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 the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

PLAN OF PROPOSED 2 LOT SUBDIVISION
LOT 2 IN P5743800W
662 RIVERSIDE AVENUE, MILDURA



MGA2020 NORTH
ZONE 54

NOTES:

1. THIS PLAN IS FOR PLANNING PURPOSES ONLY.
2. LOT DIMENSIONS AND AREAS ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY & APPROVAL.

FREEMAN & FREEMAN

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502
TELEPHONE: (03) 50236239
EMAIL: ffsurvey@freemancable.com.au

ORIGINAL

SHEET SCALE

A3 1:500

SCALE

5 0 5 10 15 20
LENGTHS ARE IN METRES

REF 9703/P

DATE JUNE 2020

VERSION 2

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

VOLUME 11811 FOLIO 996

Security no : 124084869027L
Produced 12/08/2020 02:23 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 743800W.
PARENT TITLE Volume 11189 Folio 469
Created by instrument PS743800W 15/08/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DAVID CLIVE DOERING
JENNIFER DIANNE DOERING both of YELTA ROAD MERBEIN VIC 3505
PS743800W 15/08/2016

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AF469963D 15/11/2007

DIAGRAM LOCATION

SEE PS743800W 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: 662 RIVERSIDE AVENUE MILDURA VIC 3500

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

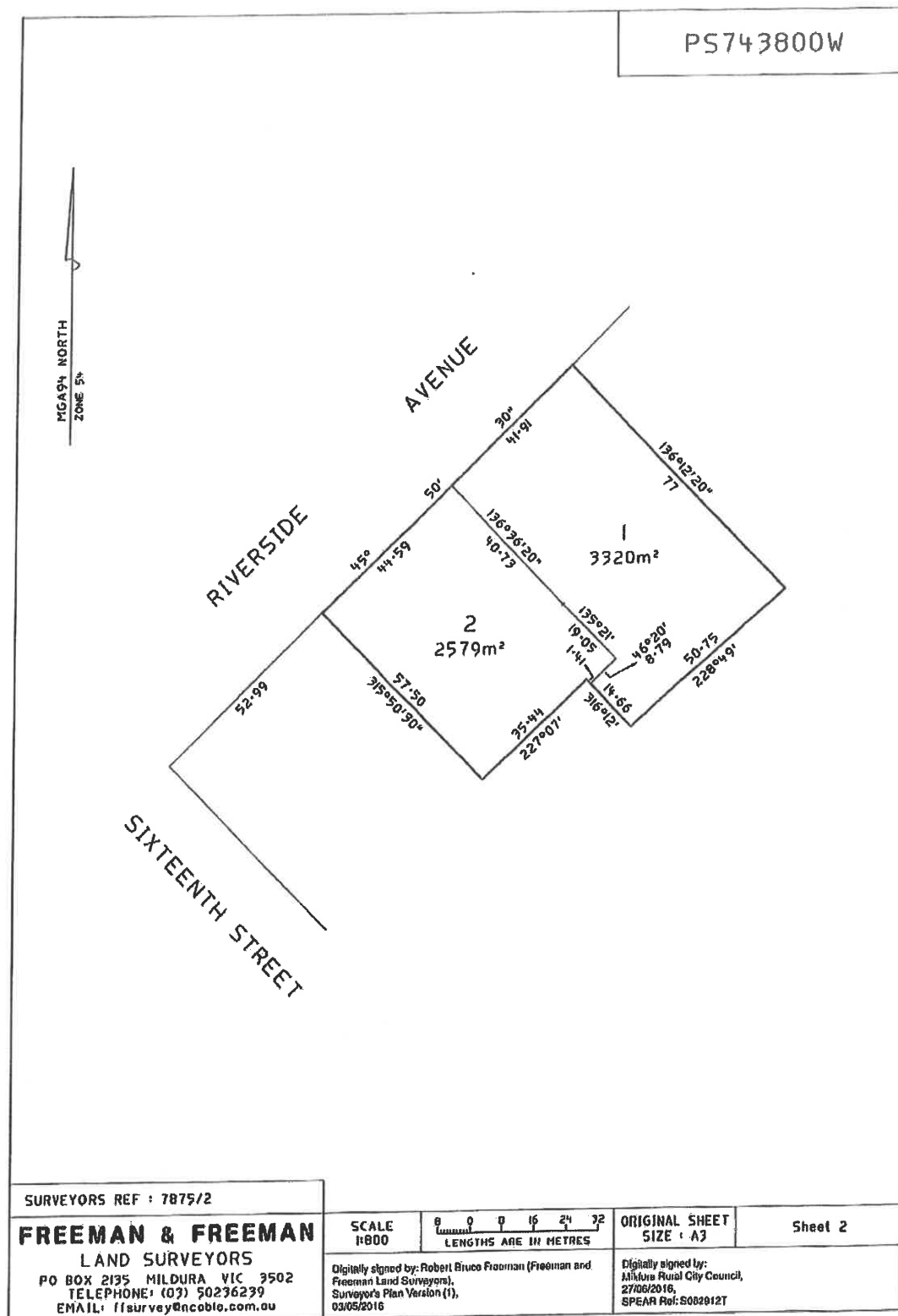
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PLAN OF SUBDIVISION		LR use only EDITION 1	P5743800W	
<p style="text-align: center;">Location of Land</p> <p>Parish: MILDURA Township: _____ Section: 32, BLOCK E Crown Allotment: 9 (PART) Crown Portion: 2 (PART)</p> <p>Title References: Vol 1189 Fol 469</p> <p>Lost Plan References: P5609044L (LOT 1)</p> <p>Postal Address: 650 RIVERSIDE AVENUE, MILDURA, 3500.</p> <p>MGA94 Co-ordinates: E 602490 (01 approx. centre of plot) N 6214820 Zone 54</p>		<p>Council Name: Mildura Rural City Council</p> <p>Council Reference Number: 007.2013.00000270.001 Planning Permit Reference: 005.2013.00000270.001 SPEAR Reference Number: S002012T</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 Has not been made at Certification</p> <p>Digitally signed by: Natalie Jayne Dean for Mildura Rural City Council on 27/06/2016</p>		
Vesting of Roads or Reserves		Notations		
Identifier	Council/Body/Person	<p>THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER No. 319600 AFFECTS LOT 2 AND PART OF LOT 1 ON THIS PLAN.</p> <p>PART OF LOT 1 ON THIS PLAN IS SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL.10205 FOL.180 AND NOTED ON SHEET 2 OF TITLE PLAN TP 112146J.</p>		
NIL	NIL			
Notations				
<p>Depth Limitation: 15 Metres below the surface applies to Crown Allotment 9(P1), Sec. 32, Block E.</p> <p>Survey: This plan is / is-not based on survey.</p> <p>To be completed where applicable. This survey has been connected to permanent marks no(s). 332, 1004 & 1144</p> <p>In Proclaimed Survey Area no. _____</p> <p>Staging This is/is not a staged subdivision Planning Permit No. 005.2013.00000270.001</p>				
Easement Information				
<p>Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)</p>				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
FREEMAN & FREEMAN LAND SURVEYORS		SURVEYORS REF : 7875/2		ORIGINAL SHEET SIZE : A3
<p>PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239 EMAIL: f1survey@nccable.com.au</p>		<p>Digitally signed by: Robert Bruce Freeman (Freeman and Freeman Land Surveyors), Surveyor's Plan Version (1), 03/05/2016</p>		<p>Sheet 1 of 2 Sheets</p> <p>PLAN REGISTERED TIME: 4.52pm DATE: 15/8/2016 A.R.T. Assistant Registrar of Titles</p>





AF469963D



FORM 18

Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: Martin Irwin & Richards Lawyers
Phone: 03 50237900
Address: 61 Deakin Avenue, Mildura VIC 3500
Ref: Dooring
Customer Code: 14100542A- 10083

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

LAND: Lot 1 on Title Plan No. 112146J contained in Volume 10205 Folio 180 and Lot 2 on Plan of Subdivision No. 203916F contained in Volume 09693 Folio 859

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

Section and Act under which agreement is made: Section 173 of the *Planning and Environment Act 1987*.

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

Signature of Authority Phil Pearce
Chief Executive Officer
Mildura Rural City Council
108-116 Madden Avenue
Mildura 3500
Name of Officer
Date 25 Oct 07

AF469963D

15/11/2007 \$97

173



MILDURA RURAL CITY COUNCIL

and

**DAVID CLIVE DOERING &
JENNIFER DIANNE DOERING**

SECTION 173 AGREEMENT

Riverside Avenue, Mildura



**Martin Irwin & Richards
Lawyers
61 Deakin Avenue
MILDURA VIC 3500
DX 50022 MILDURA**

**Phone: 03 5023 7900
Fax: 03 5021 2700
Ref: IDS:KEM07/1126**

AF469963D

15/11/2007 \$97 173



Section 173 Agreement - Riverside Avenue, Mildura

THIS AGREEMENT is made on the 25 day of October 2007.

PARTIES

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

AND DAVID CLIVE DOERING & JENNIFER DIANNE DOERING both
of Riverside Avenue, Mildura in the State of Victoria ("the
Owners")

RECITALS

- A. The Owners are registered or are 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 Owners have made an application to the Council for a planning permit under the Planning Scheme for the development of the Land for a two (2) lot subdivision to create one (1) residential lot ("the Development").
- D. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 2 December 2005 and numbered P05/487 ("the Permit").
- E. Condition 2 of the Permit provides:
 - 2. Prior to the issue of a Statement of Compliance, the owner must enter into an agreement with the Responsible Authority in accordance with Section 173 of the Planning and Environment Act, 1987. The agreement must be prepared by Council to provide the following:

- (a) The Riverside Avenue frontage of Lot 1 (87m) is to be constructed at a time requested by the Responsible Authority. This will include road widening, footpath and

AF469963D



Section 173 Agreement – Riverside Avenue, Mildura

naturestrip treatment, and the construction of kerb and channel, concrete driveway, and drainage. Road design documentation (including plan checking and supervision fees) is to be submitted.

- (b) The requirements of the Salinity Management Overlay within the Mildura Planning Scheme for Lots 1 and 2 must be met at the time the proposed Lot 2 (7.207ha) is further subdivided. The requirements relate to the completion of a Salinity Action Statement and implementing its recommendations.

Agreement (a) is to be registered on the title to Lot 1 and agreement (b) is to be registered on the title to Lots 1 and 2 and any cost associated with its preparation must be borne by the owner.

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;

"Land" means the property situate at Riverside Avenue, Mildura and described as:

- Lot 1 on Title Plan 112146J contained in Volume 10205 Folio 180; and
- Lot 2 on Plan of Subdivision 203916F contained in Volume 09693 Folio 859.

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

"Owners" 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;

AF469963D



Section 173 Agreement – Riverside Avenue, Mildura

"Permit" means planning permit number P05/487 Issued by the Council on the 2 December 2005 as amended from time to time.

2. INTERPRETATION

In this Agreement, unless a contrary intention appears:

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

3. SECTION 173 AGREEMENT

3.1 Agreement under Section 173 of the Act

The Council and the Owners 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 Owners acknowledge and agree that any obligation imposed on the Owners 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.

4. COMMENCEMENT

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

AF469963D

15/11/2007 \$97 173



Section 173 Agreement – Riverside Avenue, Mildura

5. TERMINATION OF AGREEMENT

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

5.2 Upon Council's certification that this Agreement has ended in accordance with clause 5.1 above the Council shall, at the cost of the Owners, 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. OWNERS' COVENANTS

6.1 Successors in title

The Owners 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 Owners 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 Owners 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 Owners of such covenants, agreements and undertakings.

6.4 Comply with Permit

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

AF469963D

15/11/2007 \$97 173



Section 173 Agreement – Riverside Avenue, Mildura

6.6 Costs

The Owners 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 Construction of Lot 1 frontage

The Owners will construct the Riverside Avenue frontage of Lot 1 (87 metres) which will include the following: road design documentation (including kerb checking and supervision fees) road widening, footpath, naturestrip treatment, construction of kerb and channel, concrete driveway and drainage to the satisfaction of the Responsible Authority when requested to do so by Council.

6.7 Commencement of construction of Lot 1 frontage

The Owners will commence the works within 30 days of receipt of a notice from Council requiring the commencement of the same and complete the same as soon as practicable thereafter. In default of compliance with this requirement, Council may undertake and or complete the works at the cost of the Owners in accordance with the provisions of clause 9 hereof.

6.8 Costs of construction of Lot 1 frontage

The Owners of Lot 1 will pay the full costs of the works to be undertaken pursuant to clause 6.6 including the Council's fees for construction supervision and plan checking.

6.9 Directions of Council

The Owners will follow the reasonable directions of the Council in respect of the nature of the works to be undertaken pursuant to clauses 6.6.

6.10 Salinity Management Overlay

The Owners of Lots 1 and 2 must meet the requirements of the Salinity Management Overlay within the Mildura Planning Scheme at the time the proposed Lot 2 (7.207ha) is further subdivided. This will entail the Owners

Section 173 Agreement – Riverside Avenue, Mildura



completing a Salinity Action Statement and implementing its recommendations to the satisfaction of the Responsible Authority.

7. OWNERS' WARRANTY

7.1 Registered Proprietor

The Owners warrant that they are or they are entitled to be, the registered proprietor of the Land and the beneficial owner of the Land.

7.2 No other person with interest

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

7.3 Obtained consents

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

8. ADDITIONAL MATTERS

8.1 Severance

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

8.2 Proper law

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

8.3 Joint & several

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

Section 173 Agreement – Riverside Avenue, Mildura



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.

9. DEFAULT OF OWNERS

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.

Section 173 Agreement – Riverside Avenue, Mildura

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

Councillor, John Arnold

Chief Executive Officer



Councillor Vernon Knight

AF469963D

15/11/2007 \$97 173

SIGNED SEALED & DELIVERED
by the said **DAVID CLIVE DOERING**
in the presence of:

K. Akinsow

SIGNED SEALED & DELIVERED)
by the said JENNIFER DIANNE DOERING)
in the presence of:)

K. Atkinson

T. Doering

Section 173 Agreement - Riverside Avenue, Mildura

AF469963D



MORTGAGEE'S CONSENT

COMMONWEALTH BANK OF AUSTRALIA being the registered Mortgagee under Mortgage No AC440672D which encumbers the land firstly described in clause 1 in the attached agreement HEREBY CONSENTS to the Owners encumbering the land with the within Agreement.

DATED this 16th day of JULY 2007.

FOR AND ON BEHALF OF
COMMONWEALTH BANK OF AUSTRALIA

SIGNED SEALED and DELIVERED in Victoria
for and on behalf of COMMONWEALTH BANK
OF AUSTRALIA by its Attorney
LISA JANE WESB
under Power dated 11 December 2000 a certified
copy of which is filed in Permanent Order Book
No. 277 at Page 016 who certifies that he/she is
A CONVEYANCING OFFICER
Victoria of COMMONWEALTH BANK OF AUSTRALIA
in the presence of:

Section 173 Agreement - Riverside Avenue, Mildura

AF469963D

15/11/2007 \$97 173



MORTGAGEE'S CONSENT

COMMONWEALTH BANK OF AUSTRALIA being the registered Mortgagee under Mortgage No T659926L which encumbers the land lastly described in clause 1 in the attached agreement **HEREBY CONSENTS** to the Owners encumbering the land with the within Agreement.

DATED this

16TH

day of

JULY

2007.

**FOR AND ON BEHALF OF
COMMONWEALTH BANK OF AUSTRALIA**

SIGNED SEALED and DELIVERED in Victoria
for and on behalf of COMMONWEALTH BANK
OF AUSTRALIA by its Attorney

LISA JANE WEBB

under Power dated 11 December 2000 a certified
copy of which is filed in Permanent Order Book
No. 277 at Page 016 who certifies that he/she is

A CONVEYANCING OFFICER

Victoria of COMMONWEALTH BANK OF AUSTRALIA
in the presence of:

Property Report from www.land.vic.gov.au on 12 August 2020 02:15 PM

Address: 662 RIVERSIDE AVENUE MILDURA 3500

Lot and Plan Number: Lot 2 PS743800

Standard Parcel Identifier (SPI): 2\PS743800

Local Government (Council): MILDURA Council Property Number: 412437

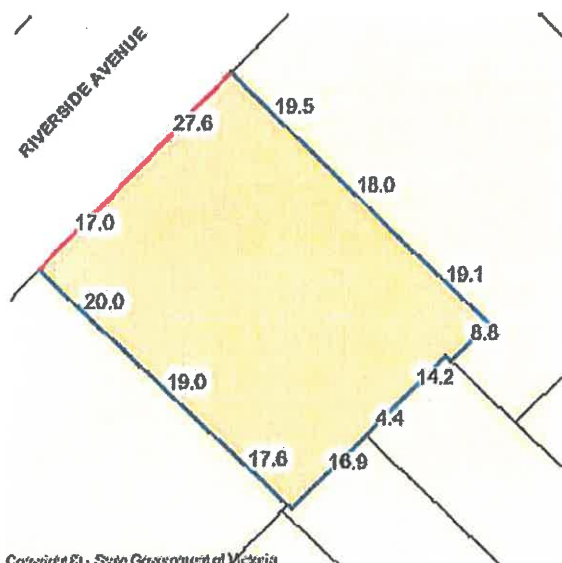
Directory Reference: VicRoads 534 F9

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: 2578 sq. m

Perimeter: 208 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.

4 dimensions shorter than 3m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

Planning Zone Summary

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

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)
DEVELOPMENT PLAN OVERLAY (DPO)
DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)
SALINITY MANAGEMENT OVERLAY (SMO)
SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)
SPECIFIC CONTROLS OVERLAY (SCO)
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 5 August 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a Planning Certificate issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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

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

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

Area Map



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PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 12 August 2020 09:34 AM

PROPERTY DETAILS

Address: **662 RIVERSIDE AVENUE MILDURA 3500**
Lot and Plan Number: **Lot 2 PS749800**
Standard Parcel Identifier (SPI): **2\PS749800**
Local Government Area (Council): **MILDURA**
Council Property Number: **412437**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 534 F9**

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 PROPERTY REPORT



Environment,
Land, Water
and Planning

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



DDO - Design and Development

Watercourses

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

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DCPO - Development Contributions Plan

Watercourses

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

PLANNING PROPERTY REPORT

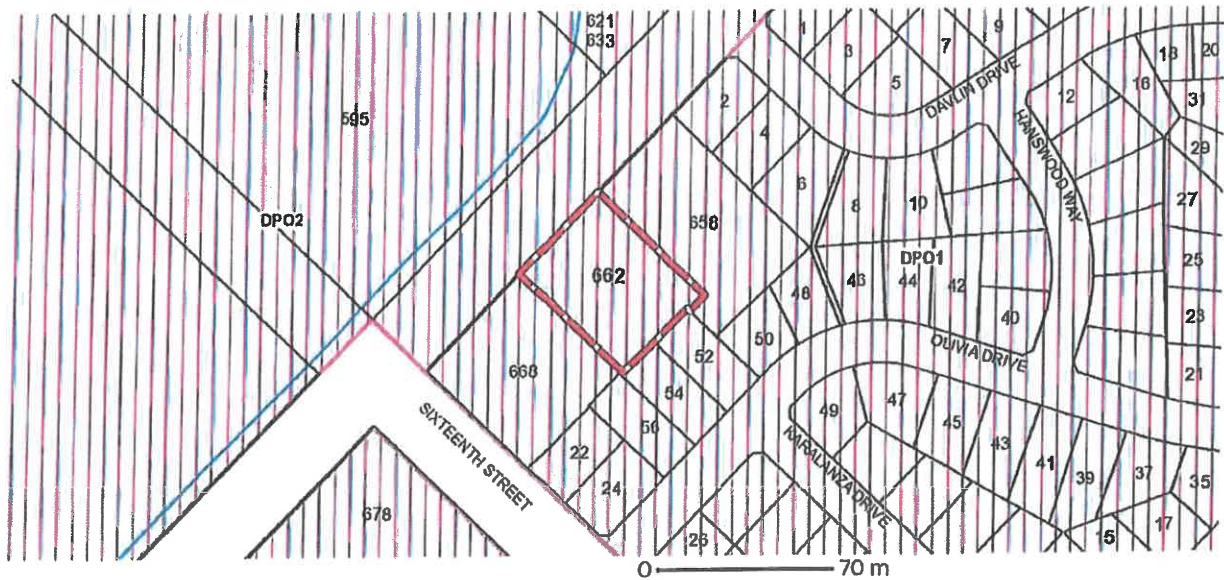


Environment,
Land, Water
and Planning

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)



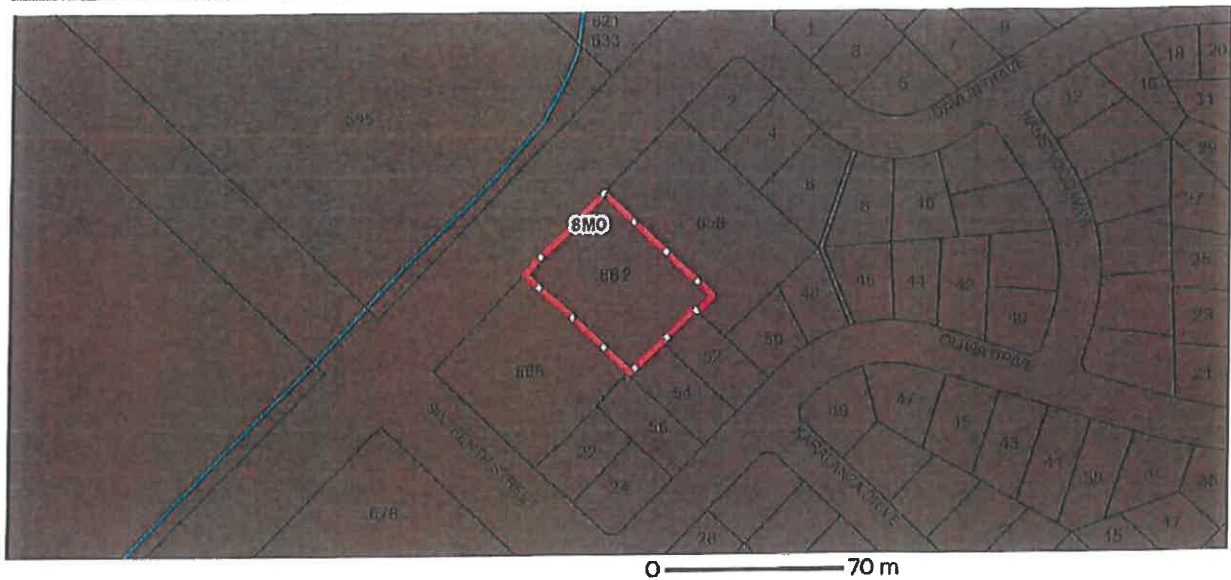
DPO - Development Plan

Watercourses

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

SALINITY MANAGEMENT OVERLAY (SMO)

SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)



SMO - Salinity Management

Watercourses

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

PLANNING PROPERTY REPORT

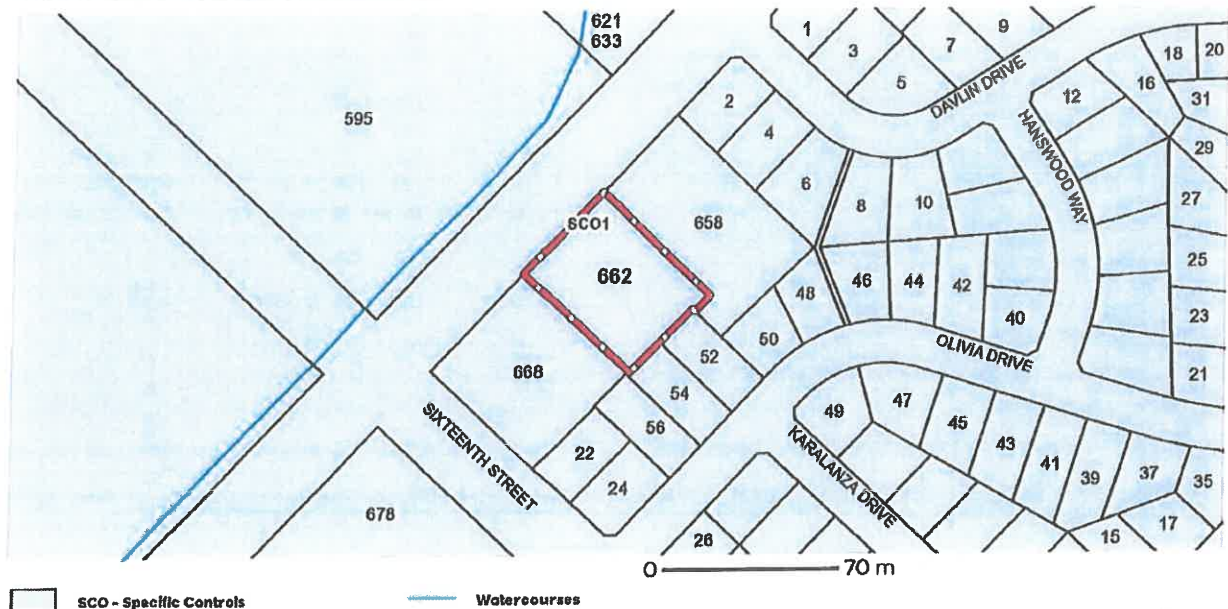


Environment,
Land, Water
and Planning

Planning Overlays

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1(SCO1)



Further Planning Information

Planning scheme data last updated on 5 August 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.

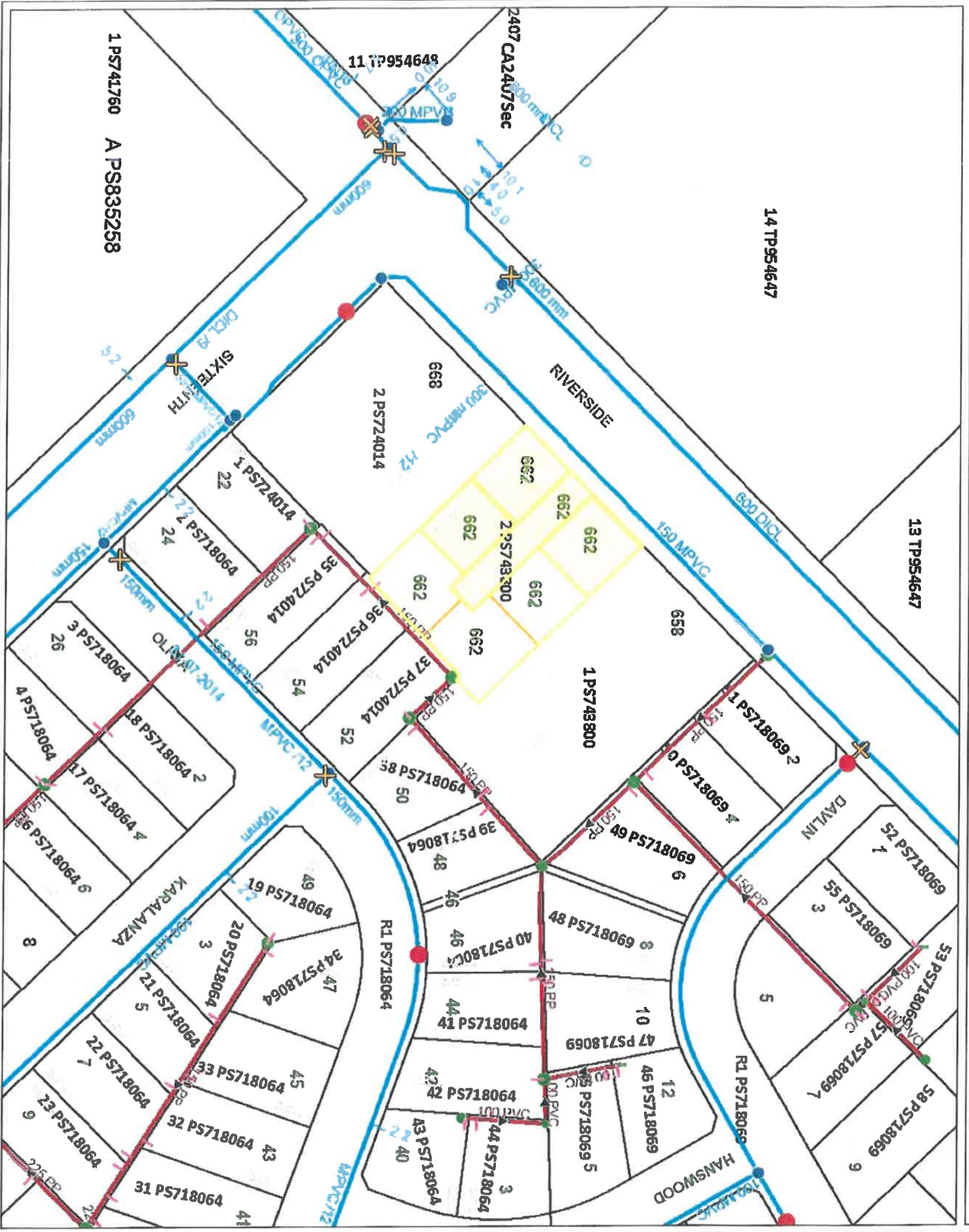
Designated bushfire prone areas maps can be viewed on VicPlan at <https://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

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>



1 PS741760 A PS835258

14 TP954647

13 TP954647

2407 CA2407Sec

11 TP954648

2 PS724014

1 PS743800

Legend

- Urban Water
- Pipeline
- Retired Pipeline
- Urban Sewer
- Gravity Pipeline
- Pressure Main Pipeline
- Rising Main Pipeline
- Retired Gravity Pipeline
- Retired Pressure Main Pipeline
- Retired Rising Main Pipeline
- Rural Irrigation
- Channel
- Pipeline
- Retired Channel
- Retired Pipeline
- Rural Drainage
- Channel
- Gravity Pipeline
- Rising Main
- Retired Channel
- Retired Pipeline

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 provide 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.

Scale

0 25.63 53.3

Meters

1:1,398

Printed: 14/08/2020

GDA_1994_MGA_Zone_54

© Lower Murray Urban and Rural Water Corporation

LOWER MURRAY
URBAN
WATER

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

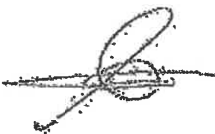
Some land within the municipality of the Mildura Rural City Council contains high levels of salt resulting in a condition commonly referred to as 'salinity'. Salinity can result in 'salt damp' or 'rising damp and salt attack' which can cause damage to certain building materials such as concrete and masonry.

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

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

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

Yours sincerely

A handwritten signature in dark ink, appearing to read 'Mark Yantzes', with a stylized flourish at the end.

Mark Yantzes

MUNICIPAL BUILDING SURVEYOR

MY/mn

Due diligence checklist for home buyers

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

From 1 October 2014, all sellers or estate agents must make this checklist available to potential buyers.

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 \(Word, 140KB\)](#).

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 Planning, Transport and Local Infrastructure 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.

More information:

- [Australian Flood Risk Information Portal - Geoscience Australia website](#)
- [Melbourne Water website](#)
- [Mallee Catchment Management Authority website](#)
- » [North Central Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- » [Bushfire Management Overlay in planning schemes - Department of Transport, Planning and Local infrastructure website](#)
- [Building in bushfire prone areas - Department of Transport, Planning and Local Infrastructure 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 Department of Environment and Primary Industries 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 Department of Environment and Primary industries website.](#)
- » Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Department of Environment and Primary Industries 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 [Department of Environment and Primary Industries 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 [CeoVic page on the Department of State Development Business and Innovation website](#) and the [Information for community and landholders page on the Department of State Development Business and Innovation 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 [Miscellaneous practice and advisory notes page on the Department of Planning and Community Development 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 Transport, Planning and Local Infrastructure 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 on the Department of Planning and Community Development website](#).

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. [The Aboriginal Heritage Planning Tool on the Department of Premier and Cabinet website](#) can help determine whether a cultural heritage management plan is required for a proposed activity

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 [Aboriginal Cultural Heritage Planning Tool section on the Department of Premier and Cabinet 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 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 of the Department of Transport, Planning and Local Infrastructure 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:

* [Archicentre 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](#).

Government of Victoria (Consumer Affairs Victoria) 2014

<http://www.consumer.vic.gov.au/duediligencechecklist> 5/5

Vendors:

David Clive Doering and Jennifer Dianne Doering

Vendor's Section 32 Statement

Property: Lot 1,662 Riverside Avenue, Mildura

Vendor's Conveyancer:
ALLSTATE CONVEYANCING SERVICES PTY. LTD.
Of 170 Eighth Street, Mildura, Vic, 3500.

Phone: 03 50 235355
Facsimile: 03 50 235653
Ref: 20566 Doering