

# SECTION 32 STATEMENT

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

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**Vendor:** Kim Lee Wilson

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**Property:** 15 Marita Court IRYMPLE VIC 3498

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**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](mailto:warrick@mildurapropertytransfers.com.au)

Ref: Warrick Watts

SECTION 32 STATEMENT  
15 MARITA COURT IRYMPLE VIC 3498

**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-

<b>Provider</b>	<b>Amount (&amp; interest if any)</b>	<b>Period</b>
Mildura Rural City Council	\$3,515.08	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):-

Is contained in the attached Certificate/s

**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	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	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

**Name of the Vendor**

**Kim Lee Wilson**

**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

**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 11941 Folio 520**

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

VOLUME 11941 FOLIO 520

Security no : 124088463509Q  
Produced 03/03/2021 02:14 PM

LAND DESCRIPTION

Lot 35 on Plan of Subdivision 724010L.  
PARENT TITLE Volume 11941 Folio 517  
Created by instrument PS724010L 15/12/2017

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
KIM LEE WILSON of 87 BLAKE ROAD IRAAK VIC 3494  
AQ680483T 31/01/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ680484R 31/01/2018  
BANK AUSTRALIA LTD

COVENANT AQ680483T 31/01/2018

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  
S386731H 05/03/1993

AGREEMENT Section 173 Planning and Environment Act 1987  
X345213A 02/03/2001

AGREEMENT Section 173 Planning and Environment Act 1987  
AD802761F 10/08/2005

DIAGRAM LOCATION

SEE PS724010L 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: 15 MARITA COURT IRYMPLE VIC 3498

ADMINISTRATIVE NOTICES

NIL

eCT Control 13091U BANK AUSTRALIA LTD  
Effective from 31/01/2018

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 03/03/2021, for Order Number 66829354. Your reference: Wilson.**



Signed by Council: Mildura Rural City Council, Council Ref: Stage 4, 007.2001.00000298.004, Original Certification: 16/12/2013, Recertification: 05/07/2017, S.O.C.: 15/11/2017

PLAN OF SUBDIVISION		LR use only EDITION 1	PS 724010L	
<p style="text-align: center;">Location of Land</p> <p>Parish: MILDURA  Township: _____  Section: _____  Crown Allotment: _____  Crown Portion: 4 (PART)</p> <p>Title References: Vol 11941 Fol 517</p> <p>Last Plan Reference: PS 724009U (LOT D)</p> <p>Postal Address: MARITA COURT,  IRYMPLE, 3498.</p> <p>MGA94 Co-ordinates: E 607550  (Of approx. centre of plan) N 6211940 Zone 54</p>		<p style="text-align: center;">COUNCIL NAME : MILDURA RURAL CITY COUNCIL</p>		
Vesting of Roads or Reserves		Notations		
Identifier	Council/Body/Person	<p>LOTS 1 TO 33 HAVE BEEN OMITTED FROM THIS PLAN.</p>		
ROAD RI	MILDURA RURAL CITY COUNCIL			
Notations				
Depth Limitation: DOES NOT APPLY				
<p>Survey:- This plan is / <del>is not</del> based on survey.</p> <p><i>To be completed where applicable.</i></p> <p>This survey has been connected to permanent marks no(s).840, 1093 &amp; 1094.</p> <p>In Proclaimed Survey Area no. _____</p> <p>Staging      This <del>is</del> is not a staged subdivision  Planning Permit No. 005.2001.00000298.004</p>				
Easement Information				
<p><b>Legend:</b>    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
E-1	SEWERAGE	2	PS 616778W	LOWER MURRAY URBAN & RURAL WATER CORPORATION
E-2	DRAINAGE	2	PS 724009U	MILDURA RURAL CITY COUNCIL
E-3	PIPELINE OR ANCILLARY PURPOSES	SEE DIAG.	PS 724008W & SECTION 136 WATER ACT 1989.	LOWER MURRAY URBAN & RURAL WATER CORPORATION
E-4	PIPELINE OR ANCILLARY PURPOSES	2	THIS PLAN & SECTION 136 WATER ACT 1989.	LOWER MURRAY URBAN & RURAL WATER CORPORATION
E-5	DRAINAGE	2	THIS PLAN	MILDURA RURAL CITY COUNCIL
E-6	PIPELINE OR ANCILLARY PURPOSES	3.50	THIS PLAN & SECTION 136 WATER ACT 1989.	LOWER MURRAY URBAN & RURAL WATER CORPORATION
	DRAINAGE		THIS PLAN	MILDURA RURAL CITY COUNCIL
FREEMAN & FREEMAN		SURVEYORS REF : 6826/D		ORIGINAL SHEET SIZE : A3
LAND SURVEYORS		ROBERT BRUCE FREEMAN    VERSION 4		Sheet 1 of 2 Sheets
PO BOX 2135 MILDURA VIC 3502				
TELEPHONE: (03) 50236239 EMAIL: ffsurvey@ncable.com.au				
		<p>PLAN REGISTERED  TIME: 05:28 pm    DATE: 15/12/2017  Assistant Registrar of Titles</p>		

PS 724010L

**ENLARGEMENT DIAGRAM**  
NOT TO SCALE



SURVEYORS REF : 6826/D

**FREEMAN & FREEMAN**

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

EMAIL: ffsurvey@ncoble.com.au

SCALE  
1:800

0 8 16 24 32  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE : A3

Sheet 2

ROBERT BRUCE FREEMAN VERSION 4



Mildura Rural City Council

## **Plan of Subdivision PS724010L**

### **Certifying a New Version of an Existing Plan (Form 11)**

#### **SUBDIVISION (PROCEDURES) REGULATIONS 2011**

SPEAR Reference Number: S044466T

Plan Number: PS724010L

Responsible Authority Name: Mildura Rural City Council

Responsible Authority Reference Number 1: Stage 4

Responsible Authority Reference Number 2: 007.2001.00000298.004

Surveyor's Plan Version: 4

#### **Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 16/12/2013

#### **Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

has not been made at Certification

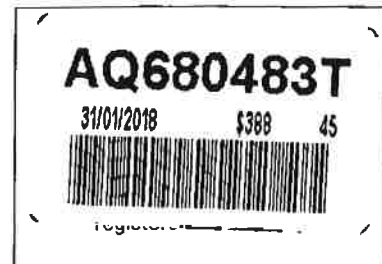
Digitally signed by Council Delegate: Natalie Dean

Organisation: Mildura Rural City Council

Date: 05/07/2017

LOT 35.

**Transfer of land - creating an easement and/or restrictive covenant**  
**Section 45 Transfer of Land Act 1958**



Lodged by **Bank Australia**  
Name:  
Phone: **Code 13091U**  
Address:  
Reference:  
Customer code:

The transferor 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)

11941/520

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

**ALL MY ESTATE IN FEE SIMPLE**

Consideration:

Transferor: (full name)

IRYMPLE DEVELOPMENTS PTY LTD 607924952

Transferee: (full name and address, including postcode)

KIM LEE WILSON OF 87 BLAKE ROAD IRAAK VIC 3494

Creation and/or reservation of easement and/or restrictive covenant

AND THE SAID KIM LEE WILSON FOR THEMSELVES AND THEIR 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 IRYMPLE DEVELOPMENTS PTY LTD (ACN 607 924 952) AND THE OTHER REGISTERED PROPRIETORS FOR THE TIME BEING OF THE LAND COMPRISED IN PLAN OF SUBDIVISION NO 724010L AND EVERY PART THEREOF (OTHER THAN THE LAND HEREBY TRANSFERRED) AS FOLLOWS:

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45-2TLA

1776329.

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**Transfer of land - creating an easement and/or  
restrictive covenant**

**Section 45 Transfer of Land Act 1958**



(A) THEY WILL NOT ERECT OR CAUSE OR SUFFER TO BE ERECTED OR ALLOW TO REMAIN UPON THE SAID LAND MORE THAN ONE RESIDENTIAL BUILDING AND THAT SUCH BUILDING AND LOT OR ANY PART THEREOF SHALL NOT BE FURTHER SUBDIVIDED UNDER THE PROVISIONS OF THE SUBDIVISIONS ACT 1988 OR ANY AMENDMENT, MODIFICATION OR RE-ENACTMENT OF OR SUBSTITUTION OF THE ACT.

(B) THEY WILL NOT ERECT OR CAUSE OR SUFFER TO BE ERECTED OR ALLOW TO REMAIN UPON THE SAID LAND ANY DWELLING HOUSE (EXCEPT FOR THE USUAL OUTBUILDINGS) WITH MORE THAN FIFTY PER CENTUM OF THE EXTERNAL WALLS OF ANY MATERIAL OTHER THAN BRICK (WHICH DEFINITION SHALL NOT EXTEND TO MEAN MUB-BRICK), BRICK VENEER STONE OR RENDERED FINISH AND SHALL NOT ROOF SUCH DWELLING WITH MATERIAL OTHER THAN TILES, COLOUR BOND STEEL OR ZINC STEEL OR ALUMINIUM AND THAT ANY ROOF SHALL NOT BE PITCHED AT AN ANGLE LESS THAN TWENTY DEGREES AND SHALL NOT ERECT OR CAUSE OR SUFFER TO BE ERECTED OR ALLOW TO REMAIN UPON THE SAID LAND ANY CARPORT OR GARAGE OTHER THAN UNDER THE MAIN ROOF LINE OF THE SAID DWELLING HOUSE.

(C) THEY WILL NOT ERECT OR CAUSE OR SUFFER TO BE ERECTED OR ALLOW TO REMAIN UPON THE SAID LAND 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.

(D) THEY WILL NOT ERECT OR CAUSE OR SUFFER TO BE ERECTED OR ALLOW TO REMAIN UPON THE REAR BOUNDARY OR ANY SIDE BOUNDARY WITHIN ALIGNMENT OF THE SAID LAND ANY FENCE OTHER THAN A FENCE OF A MINIMUM HEIGHT OF 1.80 METRES CONSTRUCTED FROM DOUBLE SIDED COLOUR BOND AND TERRACE IN COLOUR AND ANY POST AND RAIL FOR SUCH FENCE PAPERBARK IN COLOUR WITH WOODEN PLINTH OF 200 MM MAKING A TOTAL OF 2 METRES.

(E) THEY WILL NOT ERECT OR CAUSE OR SUFFER TO BE ERECTED OR ALLOW TO REMAIN UPON ANY FRONT BOUNDARY OF THE SAID LAND ADJACENT A ROAD OR WITHIN 6 METRES OF THE SAID BOUNDARY ANY FENCE OF ANY TYPE.

(F) THEY SHALL NOT USE OR PERMIT OR SUFFER TO BE USED OR ALLOW TO BE USED THE SAID LAND OR ANY PART THEREOF FOR ANY PURPOSE OTHER THAN RESIDENTIAL PURPOSE AND THEY SHALL NOT BE PERMITTED TO STORE ANY MATERIALS VEHICLES INCLUDING BUT NOT LIMITED TO, TRUCKS, SEMI TRAILERS OR TRUCK TRAILERS OF ANY TYPE OTHER THAN GOODS OR MATERIAL OR MOTOR VEHICLES COMMONLY STORED AT OR ON RESIDENTIAL PREMISES.

(G) THEY SHALL NOT LANDSCAPE AND MAINTAIN ALL GARDENS, LAWNS AND GARDEN BEDS ON THE SAID LAND OTHER THAN TO A GOOD STANDARD HAVING REGARD TO AMENITY OF THE AREA BEING ALL LOTS ON THE SAID PLAN OF SUBDIVISION.

(H) THEY WILL NOT ERECT OR CAUSE OR SUFFER TO BE ERECTED OR ALLOW REMAINING UPON THE SAID LAND ANY DOUBLE STOREY RESIDENTIAL BUILDING OR OUTBUILDING 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

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45-2TLA

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**Transfer of land - creating an easement and/or  
restrictive covenant**  
**Section 45 Transfer of Land Act 1958**



THE LAND HEREBY TRANSFERRED AND THAT THE BURDEN THEREOF SHALL BE ANNEXED TO AND RUN 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.

**Signing:**

**Certifications**

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

Executed on behalf of

Signer Name

Signer Organisation

Signer Role

Signature

Execution Date

LAW PRACTICE

A handwritten signature in black ink, appearing to be 'G. Roccisano', written over the 'LAW PRACTICE' stamp.

Giovanni Roccisano  
Maloney Anderson Legal  
70 Deakin Avenue, Mildura  
who is an Australian Legal  
Practitioner within the meaning of the  
Legal Profession Uniform Law (Victoria)

11/01/18

**Signing:**

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**Transfer of land - creating an easement and/or  
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**Certifications**

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

Executed on behalf of *Kim Lee Wilson.*

Signer Name           DANNY BERANIC  
Signer Organisation   DANNY BERANIC CONVEYANCING  
Signer Role            LICENSED CONVEYANCER

Signature

Execution Date

A large, stylized handwritten signature in black ink. To the right of the signature, the date '9.1.18' is handwritten in black ink.

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Lodged

*Martin E Toose*  
Code.....*3447M*.....



**5386731H**

950393 1303 MISC 456 5386731H

APPLICATION BY A RESPONSIBLE AUTHORITY  
Under Section 101 Planning and Environment Act 1987  
for ENTRY OF A MEMORANDUM OF AGREEMENT  
under Section 173 of the Act

*1x AGREEMENT*

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 Title to the land referred to:

LAND : CERTIFICATE OF TITLE VOLUME 4155 FOLIO 897  
NOW = 10108 - 574 + 575

ADDRESS OF LAND: Karadoc Avenue, Irymple

RESPONSIBLE AUTHORITY: THE PRESIDENT COUNCILLORS AND RATEPAYERS OF THE SHIRE OF MILDURA of PO Box 366, Irymple, 3498 of Fifteenth Street, Irymple, 3498

PLANNING SCHEME: MILDURA SHIRE PLANNING SCHEME

AGREEMENT DATE: *11<sup>th</sup> February 1993*

AGREEMENT WITH: ANTONIO DI GIORGI and GIOVANNA DI GIORGI

*4-5-93*

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

*Mildura Shire Council*  
Signature for the Responsible Authority.....*H.D. Kirby*.....  
Name of Officer.....*HARRY DENNIS KIRBY*.....  
Date.....*24 FEB. '93*.....

*- 4 MAY 1993*  
*2*



**THE PRESIDENT  
COUNCILLORS AND  
RATEPAYERS OF THE SHIRE  
OF MILDURA**

**- AND -**

**ANTONIO DI GIORGI and  
GIOVANNA DI GIORGI**

-----  
**AGREEMENT**  
-----

**MARTIN & TOOSE,  
Solicitors,  
146 Lime Avenue,  
MILDURA VIC., 3500**

**Phone (050) 23 7900  
KEM:KMB**

**THIS AGREEMENT** is made the 11th day of February 1998

**BETWEEN:**

**THE PRESIDENT COUNCILLORS AND RATEPAYERS OF THE SHIRE OF**

**MILDURA** of Irymple, in the State of Victoria ("the Council")

of the One Part

- and -

**ANTONIO DI GIORGI and GIOVANNA DI GIORGI** of Karadoc

Avenue, Irymple in the State of Victoria ("the Owner")

of the Other Part

**WHEREAS:**

- A. The owner is registered or entitled to be registered as the proprietor of the land situate at Karadoc Avenue, Irymple in the State of Victoria being Crown Allotment 18 of Section 37 Block F in the Parish of Mildura and being the land more particularly described in Certificate of Title Volume 4155 Folio 897 ("the subject land").
- B. The Council is the Responsible Authority under the Planning and Environment Act 1987 ("the Act") for the Mildura Shire Planning Scheme ("the Planning Scheme").
- C. The Owner has made application to the Council for a planning permit under the Planning Scheme to subdivide the land with common property in accordance with the Plan submitted with the Application.
- D. On the 29th September, 1992 the Council issued Permit Number P192/92 ("the Permit") for the proposed developments subject to the conditions contained therein.
- E. Condition 8 of the Permit provides full cost of footpath, kerb and channel and road widening construction agreements to be entered into with the Responsible Authority for the footpath, kerb and channel construction along the Koorlong Avenue frontage for Lot 1, prior to the issue of a Statement of Compliance.

.../2

- 2 -

- F. The Council and the Owner have agreed that without restricting or limiting their respective powers to enter this Agreement and insofar as it can be so treated this Agreement shall be treated as an Agreement under Section 173 of the Act.
- G. The subject land is encumbered by a mortgage registered at the Land Titles Office and numbered P539837N and whereunder Australia and New Zealand Banking Group Limited is the Mortgagee.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. Interpretation

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

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

"the subject land" shall mean all the land referred to in Recital A hereof and any allotment of piece of land which shall be created by any subdivision of the same.

2. Owners Covenants

The owner with the intent that they covenant hereunder shall run with the subject land  
**HEREBY COVENANTS AND AGREES** that they will:-

- a. comply with and carry out the conditions of the Permit;
- b. to pay the Council within 30 days of completion of construction the full cost of the supply and construction by Council its servants and agents and or its contractors of footpath and kerb and channel along the Koorlong Avenue frontage of the subject land.
- c. to accept Council's calculation of costs as final and to make no deduction or withhold payment or any part payment for any reason whatsoever;

../3

- 3 -

- d. do all things necessary to enable the Council to enter a Memorandum of this Agreement on the Certificate of Title to the subject land in accordance with Section 181 of the Act including signing any further agreement acknowledgement or document to enable the said Memorandum to be registered under that Section;
- e. do all things necessary including the signing of such further agreements, undertakings, covenants, consents, approvals or other documents for the purpose of ensuring that they carry out the covenants and agreements and obligations hereunder and to enable the Council to enforce the performance by the Owner of such covenants, agreements and undertakings;
- f. pay the Council's costs of and incidental to the preparation and execution of this Agreement and the registration of a Memorandum of this Agreement at the Land Titles Office pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the Memorandum at the Land Titles Office.

3. Additional Matters

- a. If any provision of this Agreement is not valid it shall not affect the validity of the other provisions of this Agreement but shall be read down or severed so as to leave the other provisions of this Agreement in effect.
- b. This Agreement shall come into effect on the date hereof.
- c. The covenants undertakings and agreements hereunder by the Owners if more than one, shall be joint and several.
- d. 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 judgement or order obtained by either party against the other will not in any way amount to a waiver of any

.../4

- 4 -

of the rights or remedies of the Council in relation to the terms of this Agreement.

- e. Upon the carrying out and completion by the Owner of the covenants and obligations under this Agreement the Council will at the request of the Owner and at the cost of the Owner certify that the provisions of this Agreement have been carried out and acknowledge that the Agreement has ended in accordance with Section 77 of the Act.

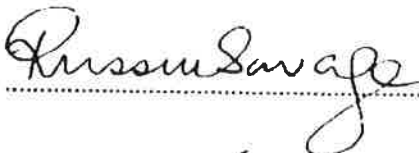
IN WITNESS WHEREOF the parties have set their hands and seals the day and year first hereinbefore written.

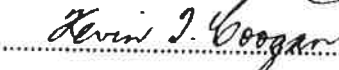
THE COMMON SEAL OF THE PRESIDENT 1

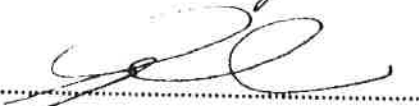
COUNCILLORS AND RATEPAYERS OF 1

THE SHIRE OF MILDURA was 1

hereunto affixed in the presence of: 1

.....PRESIDENT

.....COUNCILLOR

.....SHIRE SECRETARY

.../5

- 5 -

SIGNED SEALED AND DELIVERED by the said 1

ANTONIO DI GIORGI in the presence of:

1 *ed Di Giorgi*  
*v. D. Linn*

SIGNED SEALED AND DELIVERED by the said 1

GIOVANNA DI GIORGI in the presence of:

1 *G. Di Giorgi*  
*v. D. Linn*

### MORTGAGEE'S CONSENT

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED being the registered Mortgagee under Mortgage No. P539837N which encumbers the subject land **HEREBY CONSENTS** to the Owners entering the within Agreement.

DATED this                      day of                      1993

THE LONDON & NEW ZEALAND

**Printed and Delivered in Victoria by**

JOHN CHARLES McDERMOTT,

under Power of Attorney, No. \_\_\_\_\_  
in the presence of:

No. 44-228

G Gaurina

Australia and New Zealand  
Group 1 in NZ

*[Handwritten signature]*

Planning & Environment Act 1987

**PLANNING  
PERMIT**

Permit No. P192/92  
Application No. P192/92

Mildura Shire Planning Scheme  
Responsible Authority: Shire of Mildura

**ADDRESS OF THE LAND:**

CROWN ALLOTMENT 18 OF SECTION 37, BLOCK F IN THE PARISH OF MILDURA  
Karadoc Avenue, Irymple

**THE PERMIT ALLOWS:**

TWO LOT SUBDIVISION IN THE URBAN ZONE

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

1. The layout of the subdivision as shown on the endorsed plan shall not be altered or modified (whether or not to comply with any statute, statutory rule or regulations or by-law or for any reason) without formal written consent of the Responsible Authority.
2. This permit will have no force or effect in relation to the construction of a house, unless a subdivision plan is lodged with the Titles Office prior to the issue of a building permit.
3. (I) Provision shall be made for the transfer to Council of a cash contribution equivalent to one-twentieth part of the total area of Lot 1 being subdivided for a place of public resort and recreation, as per Section 18 of the Subdivision Act 1989.  
(II) A valuation of the land prepared by a Registered Valuer must be provided for the purposes of determining the cash contribution for the purposes of (i) above.
4. This permit will have no force or effect until agreements are entered into with the appropriate authorities for the proposed allotments to be provided with and serviced by domestic water supply, sewerage reticulation, electricity supply and telephone reticulation to the satisfaction of the Responsible Authority.
5. The proposed allotments and all buildings and structures erected thereon shall conform with the requirements of the Local Government Act 1958, Victoria Building (Building Code of Australia) Regulations 1991, Building Control Act 1981, Health Act and all other relevant Acts and Regulations.
6. Easements for services (including surface water drainage reticulation) shall be provided to the satisfaction of the Responsible Authority.
7. The proposed subdivision shall be provided with an adequate stormwater drainage system to a legal point of discharge, to the satisfaction of the Responsible Authority. Such information shall be submitted to, and approved by, the Responsible Authority prior to the commencement of any works associated with the development approved herewith.

Page 1 of 4

Date Issued: 29 September, 1992

Signature for the  
Responsible Authority

  
W. J. CATHCART  
TOWN PLANNER



Planning & Environment Act 1987

**PLANNING  
PERMIT**

Permit No. P192/92  
Application No. P192/92

Mildura Shire Planning Scheme  
Responsible Authority: Shire of Mildura

**ADDRESS OF THE LAND:**  
CROWN ALLOTMENT 18 OF SECTION 37, BLOCK F IN THE PARISH OF MILDURA  
Karadoc Avenue, Irymple

**THE PERMIT ALLOWS:**  
TWO LOT SUBDIVISION IN THE URBAN ZONE

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

8. Full cost footpath, kerb and channel and road widening construction agreements to be entered into with the Responsible Authority for the footpath, kerb and channel construction along the ~~Keerlong~~ Karadoc Avenue frontage for Lot 1, prior to the issue of a Statement of Compliance.
9. Headworks charges for Lot 1 shall be paid to the Shire of Mildura at a rate to be determined by the Responsible Authority prior to the issue of a Statement of Compliance.
10. Approved percolation tests shall be carried out to determine the suitability of the site for the disposal of household effluent prior to the issue of a Statement of Compliance.

**SUNRAYSLA WATER BOARD**

11. That the plan of subdivision when lodged for certification shall be referred to the Sunraysia Water Board pursuant to Section 8(1) of the Subdivision Act 1988.
12. That the holder of this permit is required to pay to the Sunraysia Water Board a Headworks charge in respect to the area of increase by which any allotment is being enlarged by a realignment of an existing boundary. This charge is currently \$6,720.00/ha and is subject to review in June each year.

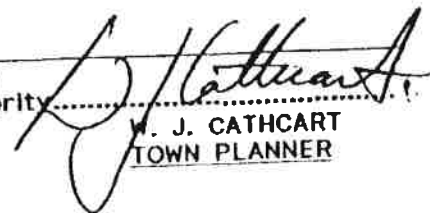
**STATE ELECTRICITY COMMISSION OF VICTORIA**

13. The plan of subdivision submitted for certification must be referred to the SECY in accordance with Section 8 of the Subdivision Act 1988.

Sheet 2 of 4

Date issued: 29 September, 1992

Signature for the  
Responsible Authority

  
W. J. CATHCART  
TOWN PLANNER

Planning & Environment Act 1987

**PLANNING  
PERMIT**

Permit No. P192/92  
Application No. P192/92

Mildura Shire Planning Scheme  
Responsible Authority: Shire of Mildura

**ADDRESS OF THE LAND:**  
CROWN ALLOTMENT 18 OF SECTION 37, BLOCK F IN THE PARISH OF MILDURA  
Karadoc Avenue, Irymple

**THE PERMIT ALLOWS:**  
TWO LOT SUBDIVISION IN THE URBAN ZONE

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

14. The applicant must -

- 14.1 Enter into an agreement with the SECV for supply of electricity to each lot shown on the endorsed plan.
- 14.2 Enter into an agreement with the SECV for the rearrangement of the existing electricity supply system.
- 14.3 Ensure that any private electric line in the subdivision is rearranged to the satisfaction of the SECV.
- 14.4 Provide easements satisfactory to the SECV, where easements have not been otherwise provided, for all existing SECV electric power lines and for any new power lines required to service the lots on the endorsed plan, save for lines located or to be located on public roads set out in the plan. These easements shall be for the purpose of "Power Line" in favour of the "SECV".
- 14.5 Obtain for the use of the SECV any other easement required to service the lots.
- 14.6 Adjust the position of any existing SECV easement to accord with the position of the electric line(s) as determined by survey.
- 14.7 Set aside on the plan of subdivision reserves satisfactory to the SECV for electric substations.
- 14.8 Provide lease plans for any electric substations required by the SECV and for associated power lines and cables and execute leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. The SECV requires that such leases are to be noted on the title by way of a caveat prior to the registration of the plan of subdivision.
- 14.9 Provide to the SECV a copy of the version of the plan of subdivision submitted for certification which shows any amendments which have been required.

Sheet 3 of 4

Date issued: 29 September, 1992

Signature for the  
Responsible Authority

*W. J. Cathcart*  
W. J. CATHCART  
TOWN PLANNER

Planning & Environment Act 1987

**PLANNING  
PERMIT**

Permit No. P192/92  
Application No. P192/92

Mildura Shire Planning Scheme  
Responsible Authority: Shire of Mildura

**ADDRESS OF THE LAND:**  
CROWN ALLOTMENT 18 OF SECTION 37, BLOCK F IN THE PARISH OF MILDURA  
Karadoc Avenue, Irymple

**THE PERMIT ALLOWS:**  
TWO LOT SUBDIVISION IN THE URBAN ZONE

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

15. Arrangements for the supply will be subject to obtaining the agreement of other Authorities and any landowners affected by routes of the electric power lines required to supply the lots and for any tree clearing.
16. Prospective purchasers of lots in this subdivision should contact this office to determine the availability of a supply of electricity. Financial contributions may be required.

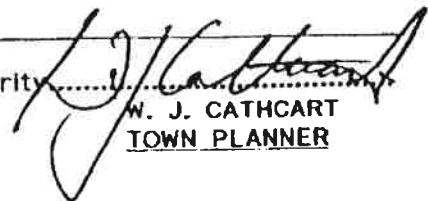
**FIRST MILDURA IRRIGATION TRUST**

17. The plan of subdivision lodged for certification shall be referred to the First Mildura Irrigation Trust in accordance with Section 8 of the Subdivision Act 1988.
18. Payment to the First Mildura Irrigation Trust of the estimated cost of any works made necessary by the proposed subdivision to maintain existing irrigation and drainage service.
19. The creation of water supply and/or drainage easements in favour of the First Mildura Irrigation Trust as required.
20. Submission to the First Mildura Irrigation Trust of final plans for certification.

Sheet 4 of 4

Date issued: 29 September, 1992

Signature for the  
Responsible Authority

  
W. J. CATHCART  
TOWN PLANNER

PERMIT No.

For and on behalf of the  
Recreational Authority

SHEET 2 of 2

DATE 29.9.92

2  
3.946 ha


FILED THIS MAY 20 1964

FIFTEENTH STREET

ACN 008 143 317  
THOMSON & SINGLETON PTY.LTD.  
61 DEAKIN AVENUE, MILDURA. 3500.  
TEL. (050) 23-1835  
FAX. (050) 21-3957

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LICENSED SURVEYOR (PRINT)..ANDREW..GUTHARD..CRAG...

SIGNATURE..... DATE    /    /

REF 3890

VERSION 1

Sheet 2 of 2 Sheets

DATE     /     /

COUNCIL DELEGATE SIGNATUR

Original sheet size A3

1.0.

Entered in the Register Book

Vol. 4155 fol. 830897



# Certificate of Title,

UNDER THE "TRANSFER OF LAND ACT 1915."

Adelaide Mary Howarth, of Irymple, Widow is  
now the proprietor of an Estate in Fee-simple, subject to the Encumbrances  
notified hereunder in All that piece of Land, delineated and coloured  
red on the map in the margin containing Ten acres or thereabouts, being Lot 18  
Section Thirty-seven Block F on Plan of Subdivision No. 2654 lodged in the  
Office of Titles, and being part of Crown Portion Four Parish of Elders County of  
Kerarooc

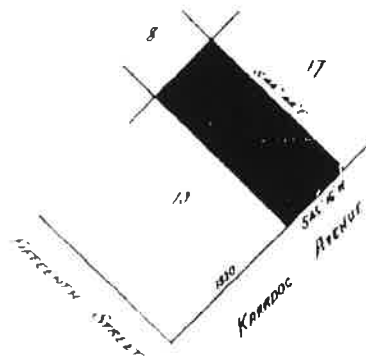
Dated the Sixteenth  
thousand nine hundred and eighteen.

day of October

Assistant Registrar of Titles.

ENCUMBRANCES REFERRED TO.

THE RESERVATIONS AND CONDITIONS contained in  
Instrument of Transfer Numbered 277793 in the  
Register Book



### Application

Nature of Instrument.	Time of its Production for Registration.	To whom given.	Number or Symbol thereon.
<p><i>Douglas Cleve Gaulke of Moorlong</i>  <i>since Irymple Horticulturist is</i>  <i>now the proprietor of the within described estate by</i>  <i>transfer registered on 3rd November 1950.</i>  <i>and numbered 2307315</i></p> <p><i>W. J. ...</i>  <i>Assistant Registrar of Titles</i></p>		<p><b>MORTGAGE</b> BANK LEGIN  Registered 5th March 1964  No. B874490</p> <p><b>DISCHARGED</b>  22 JUN 1965</p> <p><b>OFFICE OF TITLES</b>  <b>KVC</b>  VICTORIA</p>	
<p><b>MORTGAGE TO</b>  <i>Adelaide Mary Howard.</i>  <i>registered</i>  <i>on 3rd November 1950</i>  <i>numbered 957771</i></p> <p><i>Thomas Mc Dougall since of Irymple</i>  <i>Horticulturist is</i>  <i>now the proprietor of the within described estate by</i>  <i>transfer registered on 17 June 1955</i>  <i>and numbered 2498205</i></p> <p><i>Assistant Registrar of Titles</i></p>		<p><b>MORTGAGE</b> to COMMONWEALTH TRADING  BANK OF AUSTRALIA  Registered 10th September 1964  No. F453438</p> <p><b>DISCHARGED</b>  24 NOV 1969</p> <p><b>OFFICE OF TITLES</b>  <b>KVC</b>  VICTORIA</p>	
<p><b>MORTGAGE TO</b> AUSTRALIA AND NEW ZEALAND  BANKING CORPORATION LIMITED  Registered 24 NOV 1989  No. P537837N</p>			
<p><b>MORTGAGE</b> of Irymple Horticulturist is now the  <i>proprietor by</i>  <i>for B217150</i>  <i>registered 1st June 1961</i></p>			
<p><b>MORTGAGE</b> LEGIN Horticulturist and HELEN LEGIN Married  <i>both of Irymple are now JOINT PROPRIETORS by</i>  <i>transfer B437048</i>  <i>registered 11th June 1962</i></p>			
<p><b>MORTGAGE</b> LEGIN is now the SURVIVING PROPRIETOR  <i>registered 2nd November 1962</i>  <i>numbered 137173</i></p>			
<p><b>MORTGAGE</b> to THE COMMERCIAL BANKING COMPANY OF  LIMITED  <i>registered 3rd October 1963</i>  <i>numbered 64035</i></p>			
<p><b>MORTGAGE</b> DI GIORGI Horticulturist and GIOVANNA DI  Married Woman both of Irymple are now JOINT  PROPRIETORS  <i>registered 13th February 1964</i>  <i>numbered 17705</i></p>			

五二七



**FORM 18**

**AD802761F**

10/08/2005 \$92.30 173



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:** VABDS DEVELOPMENTS PTY.LTD.  
**Customer Code:** 1008B

*1 x Agreement*

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 3 on Plan of Subdivision No.431655T Parish of Mildura  
contained in Volume 10536 Folio 432.

**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**

**Name of Officer**

**Date**

*[Signature]*  
RICHARD SEXTON  
5/8/05



AD802761F-1-6

*[Handwritten mark]*  
10 AUG 2005

**MILDURA RURAL CITY COUNCIL**  
**and**  
**VABDS DEVELOPMENTS PTY.LTD.**

**SECTION 173 AGREEMENT  
KARADOC AVENUE IRYMPLE**



DAD802761F-2-4

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

Phone: 03 5023 7900  
Fax: 03 5021 2700  
Ref: KEM 05/1376

**AD802761F**



10/08/2005 \$92.30

173



**AD802761F**

10/08/2005 \$92.30 173



Section 173 Agreement –Karadoc Avenue Irymple

**THIS AGREEMENT** is made on the *5th* day of *August*, 2005.

**PARTIES**

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

**AND** **VABDS DEVELOPMENTS PTY.LTD.** of 146 Langtree Avenue  
Mildura 3500 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 two (2) lot subdivision. ("**the Development**").
- D. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 19th June 2000 and numbered P00/158 ("**the Permit**").
- E. Condition 4 of the Permit provides:



**AD802761F-3-2**

4. Prior to the issue of a Statement of Compliance 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. The agreement must be prepared by Council to provide the following:

- The construction of Karadoc Avenue frontage of Lot 3 (27.89 metres), which will include the following: road design documentation ( including plan checking and supervision fees), road widening, footpath, naturestrip

**AD802761F**

10/08/2005 \$92.30 173



Section 173 Agreement –Karadoc Avenue Irymple

treatment, kerb and channel, concrete driveways and drainage to the satisfaction of the Responsible Authority.

These works are to be carried out when requested by the Responsible Authority. All works must be carried at the cost of the owner of Lot 3.

The agreement is to be registered on the Certificate of Title for Lot 3.

## **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 and described as:

- Lot 3 on Plan of Subdivision No.431655T Parish of Mildura contained in Volume 10536 Folio 432

“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 P00/158 issued by the Council on the 19th June 2000.

### **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;



DAD802761F-4-1

**AD802761F**

10/08/2005 \$92.30 173



**Section 173 Agreement –Karadoc Avenue Irymple**

- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes, assigns, employees, servants, agents, consultants, contractors, advisers, financiers, subcontractors, licensees and invitees;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of any of them;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

**3. SECTION 173 AGREEMENT**

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

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

**3.2 Covenants Run with the Land**

The Owner acknowledge and agree 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 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



**AD802761F-5-9**

**AD802761F**

10/08/2005 \$92.30 173



Section 173 Agreement –Karadoc Avenue Irymple

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**

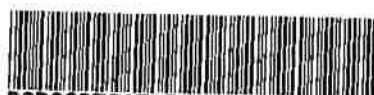
The Owner will do all things necessary including the signing of such further agreements, undertakings, covenants, consents, approvals or other documents for the purpose of ensuring that it carry out the covenants and agreements and obligations contained in this Agreement and to enable the Council to 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.

**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.



DAD802761F-6-7

**AD802761F**

10/08/2005 \$92.30 173



Section 173 Agreement –Karadoc Avenue Irymple

**6.6** The Owner will construct the Karadoc Avenue frontage of Lot 3 [27.89 metres] which will include the following: road design documentation (including kerb checking and supervision fees) road widening, footpath naturestrip treatment, kerb and channel and drainage to the satisfaction of the Council when requested to do so be Council.

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

**6.6.2** follow the reasonable directions of the Council in respect of the nature of the works to be undertaken pursuant to clause 6.6

**6.6.3** 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

**6.6.4** will notify any future purchaser of the land of the existence of this agreement

**7. OWNER'S WARRANTY**

**7.1 Registered Proprietor**

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

**7.3 Obtained consents**



**AD802761F-7-5**

**AD802761F**

10/08/2005 \$92.30 173



**Section 173 Agreement –Karadoc Avenue Irymple**

The Owner warrants that he 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 created by the Development. In the event that there is more than one owner of any Lot the covenants, undertakings, warranties and liabilities of the Owner of the Lot shall be joint and several.

**8.4 No Waiver**

Any time or other indulgence granted by the Council to the Owners 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 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



**AD802761F-8-3**

AD802761F

10/08/2005 \$92.30 173



Section 173 Agreement –Karadoc Avenue Irymple

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 *Peter Byrne*

Chief Executive Officer



*Tom Crouch*



The common seal of VABDS DEVELOPMENTS )  
PTY.LTD was affixed in the presence of )  
Authorized persons )

Director

Full name *Antonio Fernando Cursano*

Address *PO Box 1420*  
*MILDURA VIC 3502*

Secretary

Full name *Antonio Fernando Cursano*

Address *PO Box 1420*  
*MILDURA VIC 3502*



DAD802761F-9-1

**AD802761F**

10/08/2005 \$92.30 173



Section 173 Agreement –Karadoc Avenue Irymple

**MORTGAGEE'S CONSENT**

**NATIONAL AUSTRALIA BANK LIMITED** being the registered Mortgagee under Mortgage No **X222322M** which encumbers the land described in clause 1 in the attached agreement **HEREBY CONSENTS** to the Owner encumbering the land with the within Agreement.

DATED this

*25<sup>th</sup>*

day of

*July*

2005.

FOR AND ON BEHALF OF  
NATIONAL AUSTRALIA BANK LIMITED



AD802761F-10-9



Mortgage Form version 1.5

### Lodger Details

Lodger Code  
Name  
Address Bank Australia  
Lodger Box  
Phone Code 13091U  
Email  
Reference

For Office Use Only

**AQ680484R**

**THE BACK  
MUST N**



## MORTGAGE

**Jurisdiction** VICTORIA

### Privacy Collection Statement

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

### Estate and/or interest being mortgaged

FEE SIMPLE

**Land Title Reference** 11941/520 **Part Land Affected?** **Land Description**

### Mortgagor

Given Name(s) KIM LEE  
Family Name WILSON

### Mortgagee

Name BANK AUSTRALIA  
ACN 087651607  
Australian Credit Licence 238431  
Address  
Street Number 222  
Street Name HIGH  
Street Type STREET  
Locality KEW  
State VIC  
Postcode 3101

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

### Terms and Conditions of this Mortgage

(a) Document Reference AA3336

(b) Additional terms and conditions

You (the mortgagor) agree with us (the mortgagee) as follows:

1. You acknowledge that you received, read and understood a copy of the memorandum, filed as number AA336 in the State Land Registry, before signing this mortgage. A reference to "this mortgage" in the

cover sheet, this annexure, the memorandum or any other annexure to this mortgage is a reference to the mortgage constituted by the cover sheet, this annexure, the memorandum and each of those annexures.

2. You acknowledge giving this mortgage and incurring obligations and giving rights under it for valuable consideration received from us.

3. You have entered into this mortgage for the purpose of securing to the payment of the amount owing (as defined in the memorandum).

4. If the wording of the memorandum is inconsistent with this annexure, this annexure prevails.

### Mortgagee Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
  - (a) has taken reasonable steps to verify the identity of the mortgagor; and
  - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

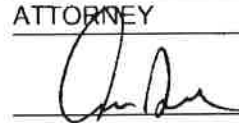
Executed on behalf of BANK AUSTRALIA  
under power of attorney ORDER BOOK 277 PAGE

Signer Name AARON DEED

Signer Organisation BANK AUSTRALIA

Signer Role ATTORNEY

Signature



Execution Date 05/01/2018

Executed on behalf of BANK AUSTRALIA  
under power of attorney ORDER BOOK 277 PAGE

Signer Name DARREN ROCHACKER

Signer Organisation BANK AUSTRALIA

Signer Role ATTORNEY

Signature



Execution Date 05/01/2018

**AQ680484R**



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BY LETTER

WITHDRAWN  
02 FEB 2001

181 APPLICATION

~~W0988665J~~

X345213A  
020301 2100 173 \$0

Accept Nil 1.3.01  
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: Certificate of title Volume 10108 Folio 575.

Now = 10536-432 & 433 (B1)

ADDRESS OF LAND: Karadoc Avenue, Irymple

RESPONSIBLE  
AUTHORITY:

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

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

AGREEMENT DATE: 6th day of July 2000

AGREEMENT WITH: ROYCE MAXWELL BUDD and BARBARA MARY MANNS  
of Karadoc Avenue, Irymple in the State of Victoria.

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

Signature for the Responsible Authority

Name of Officer

Date

R. SEXTON

13/2/01



DX345213A-1-5

14 SEP 2000

8/3/01

## SECTION 173 AGREEMENT

THIS AGREEMENT is made on the 6<sup>th</sup> day of July 2000.

### PARTIES

1. **MILDURA RURAL CITY COUNCIL** ('the Council') (of the first part);  
of 108 Madden Avenue, Mildura in the State of Victoria
2. **ROYCE MAXWELL BUDD and BARBARA MARY MANNS** ('the Owners') (of the second part).  
of Karadoc Avenue, Irymple in the State of Victoria

### WHEREAS

- A. The Owners are registered or entitled to be registered as the proprietors of the land situate at Karadoc Avenue, Irymple the land described in Certificate of Title Volume 10108 Folio 575 ('the subject land').
- B. The Council is the Responsible Authority under the Planning and Environment Act 1987 ('the Act') for the Mildura Shire Planning Scheme ('the Planning Scheme').
- C. The Owners have made application to the Council for a planning permit under the Planning Scheme for the creation of a two lot subdivision.
- D. On the 16th February 1999 Council issued permit Numbered P99/025 ('the Permit') for the proposed development subject to the conditions contained therein.
- E. Condition 9 of the permit provides that:

A Section 173 Agreement in accordance with the Planning and Environment Act 1987 must be entered into by the Owner of Lot 2 with Council, for the construction of Karadoc Avenue in front of Lot 2 when required by Council, and is to include road design documentation, road widening, footpath, naturestrip treatment, kerb and channel and drainage, to the satisfaction of the Responsible Authority, prior to the issue of the Statement of Compliance.

- F. The owners further agree to pay the Responsible Authority's costs of and in connection with the preparation and lodging of this Agreement.



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~~W8986653~~

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- G. 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.

**NOW THIS AGREEMENT WITNESSETH** as follows:



**1. Interpretation**

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

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

"the Subject Land" shall mean all the land referred to in Recital A hereof and any allotment or piece of land which shall be created by a subdivision of the same.

**2. Owner Covenants**

The owners with the intent that the covenants hereunder shall run with the subject land **HEREBY COVENANTS AND AGREES** that they will:

- a. comply with and carry out the conditions of the Permit;
- b. do all things necessary to enable the Council to Enter a Memorandum of this Agreement on the Certificate of title to the subject land in accordance with Section 181 of the Act including signing any further agreement, acknowledgement or document to enable the said memorandum to be registered under that Section;
- c. do all things necessary including the signing of such further agreements, undertakings, covenants, consents, approvals or other documents for the purpose of ensuring that they carry out the covenants and agreements and obligations hereunder to enable the Council to enforce the performance by the Owner of such covenants, agreements and undertakings;
- d. pay the Council's costs of and incidental to the preparation and execution of this Agreement and the registration of a Memorandum of this Agreement at the Land Titles Office pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the Memorandum of the Land Titles Office.

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- e. immediately upon being directed to do so by Council:
- (i) to submit road design documentation for the approval of Council;
  - (ii) construct to the satisfaction of the Council kerb and channel, footpaths, bitumen, road widening and a naturestrip in Karadoc Avenue in front of Lot 2 of the subject land;
  - (iii) complete to the satisfaction of Council and in accordance with approved road design all road widening, footpath construction, naturestrip treatment, kerb and channel and drainage.
- f. obtain at their expense the consent of all mortgagees of the subject land whether registered or unregistered to this Agreement and to the registration of the same on the title to the subject land;

**3. Additional matters**

- a. If any provision of this Agreement is not valid it shall not affect the validity of the other provisions of this Agreement but shall be read down or severed so as to leave the other provisions of this Agreement in effect.
- b. This Agreement shall come into effect on the date hereof.
- c. The covenants undertakings and agreements hereunder by the Owners if more than one, shall be joint and several.
- d. 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 any 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.
- e. Upon the carrying out and completion by the Owner of the covenants and obligations under this Agreement the Council will at the request of the Owner and at the cost of the Owner certify that the provisions of this Agreement have been carried out and acknowledge that the Agreement has ended in accordance with Section 77 of the Act.
- f. This agreement shall be and remain binding on future owners.

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- g. The obligations for completion of works and or payments for any works necessarily if undertaken to give effect to the obligations of the owners pursuant to this Agreement shall be the obligation of the Owner for the time being of Lot 2 created by the subdivision the subject of the permit where the lots created by the subdivision are owned separately.

#### 4. 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.



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

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



Eileen

COUNCILLOR

Gracie

COUNCILLOR

Burrows

CHIEF EXECUTIVE OFFICER

SIGNED SEALED AND DELIVERED ]  
by the said ROYCE MAXWELL BUDD ]  
in the presence of: ]

Rm Budd

Burrows

SIGNED SEALED AND DELIVERED ]  
by the said BARBARA MARY MANNS ]  
in the presence of: ]

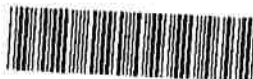
Barann

Burrows



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DX345213A-7-9

## MORTGAGEE'S CONSENT

Commonwealth Bank of Australia being the registered Mortgagee under Mortgage Number T268483W which encumbers the subject land **HEREBY CONSENTS** to the Owners encumbering the subject land.

DATED this 5 day of JUNE 2000.

~~Registrar of Titles~~  
~~Please register this dealing and hand title~~  
~~To issue to~~  
~~Commonwealth Development Bank of Australia~~

\_\_\_\_\_  
Manager

Registrar of Titles

Please register this dealing

and hand title to issue to.....

Commonwealth Bank of Australia 00219

*[Signature]*  
\_\_\_\_\_  
Manager

**X345213A**

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

LISA JEANETTE MONTESANTI  
under Power dated 17 June 1994 a certified  
copy of which is filed in Permanent Order  
Book 277 Page 007 Issued via

21  
who certifies that he/she is  
ASSISTANT MANAGER CONVEYANCING  
Victoria of COMMONWEALTH BANK of AUSTRALIA  
in the presence of:

*[Signature]*

*[Signature]*

**W898665J**

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Colour Code

Y - Yellow  
R - Red

G - Green  
BN - Brown  
BL - Blue

P - Purple  
O - Orange  
H - Hatched  
CH - Cross Hatched

Copies of Titles and Grants Vol 9359 and above  
are supplied pursuant to Section 14(5) of the  
Transfer of Land Act 1958.  
DATE 18 DEC 1995

LAND TITLES OFFICE



ORIGINAL

NOT TO BE TAKEN FROM THE OFFICE  
OF TITLES



VICTORIA

REGISTER BOOK

VOL. 10108 FOL 575

# Certificate of Title

UNDER THE "TRANSFER OF LAND ACT"

ANTONIO DI GIORGI and GIOVANNA DI GIORGI both of Karadoc Avenue  
Irymple are JOINT PROPRIETORS of an estate in fee simple subject to  
the encumbrances notified hereunder in all that land in the Parish  
of Mildura being Lot 2 on Plan of Subdivision No. 319653A-

Derived From  
Vol. 4155 Fol. 897

5/4/93

Assistant Registrar of Titles



## ENCUMBRANCES REFERRED TO

Any encumbrances created by Section 98 of the Transfer of Land Act 1958  
or Section 24 of the Subdivision Act 1988-

Any other encumbrances shown or entered on the said Plan-

MORTGAGE P539837N - Australia and New Zealand Savings Bank Limited-  
Registered 24/11/89

THE RESERVATIONS AND CONDITIONS contained in Transfer 277791-

This mortgage is  
to be repaid by part  
of the value of the land  
29 APR 1993



DX345213A-8-6

SEE PS319653A FOR BOUNDARIES AND OTHER DETAILS

**X345213A**

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# PLANNING PERMIT



DX345213A-9-3

Permit No. P99/025  
Planning Scheme: Mildura Shire Planning Scheme  
Responsible Authority: Mildura Rural City Council

## ADDRESS OF THE LAND:

LOT 2 PS 319653 SEC 37 BLK F KARADOC AVENUE, IRYMPLE

**X345213A**  
020301 2100 173 \$0

## THE PERMIT ALLOWS:

THE CREATION OF A TWO (2) LOT SUBDIVISION



## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. This permit shall have no force or effect until such time as negotiations are completed by the developer to the satisfaction of the Lower Murray Region Water Authority, Powercor Australia and Telecom Australia to provide underground electricity, reticulated water supply, sewerage and telephone plant to each allotment created by the subdivision.
2. The use hereby permitted shall be carried out in accordance with the endorsed plan and shall not be altered or modified without the consent of the Council.
3. The site shall be drained to the satisfaction of the Responsible Authority and without prejudice to the generality of the foregoing no stormwater, sullage, sewage or polluted drainage shall drain or discharge from the land to adjoining properties.
4. That the developer be required to pay a cash contribution at a rate of 5 percentum of the value of the land, as identified by the Responsible Authority, in accordance with the Subdivision Act 1988 for Lot 2, prior to the issue of the Statement of Compliance.
5. Prior to the issue of the Statement of Compliance, an overall development plan for the portion of Lot 3 abutting Lot 2, fronting Karadoc Avenue, must be submitted to the satisfaction of the Responsible Authority, and approved by the Responsible Authority.
6. Council 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.
7. A drainage headworks charge is required to be paid by the developer, at a rate per hectare, as determined by the Responsible Authority for Lot 2.
8. All existing sub-soil drainage contained within the residential allotment shall be disconnected from the existing drainage system of the horticultural property, in such a manner as to:
  - \* prevent drainage water seeping under the residential allotment;
  - \* be diverted via closed conduit to the legal point of discharge;
  - \* not cause any detriment to the residential allotment; and

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

Sheet 1 of 4

Date issued: 10 FEBRUARY 1999

Signature for the  
Responsible Authority:

**W898665J**  
070700 1458 173

GARRY HEALY  
DIRECTOR PLANNING &  
ASSET DEVELOPMENT



# PLANNING PERMIT



DX345213A-10-1

Permit No. P99/025  
Planning Scheme: Mildura Shire Planning Scheme  
Responsible Authority: Mildura Rural City Council

## ADDRESS OF THE LAND:

LOT 2 PS 319653 SEC 37 BLK F KARADOC AVENUE, IRYMPLE

## THE PERMIT ALLOWS:

THE CREATION OF A TWO (2) LOT SUBDIVISION

**X345213A**  
020301 2100 173 \$0



## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 9 A Section 173 Agreement in accordance with the Planning & Environment Act 1987, must be entered into by the Owner of Lot 2 with Council, for the construction of Karadoc Avenue in front of Lot 2 when required by Council, and is to include road design documentation, road widening, footpath, naturestrip treatment, kerb & channel and drainage, to the satisfaction of the Responsible Authority, prior to the issue of the Statement of Compliance.
- 10 That the plan of subdivision when lodged for Certification, shall be referred to the Lower Murray Region Water Authority pursuant to Section 8(1) of the Subdivision Act, 1988.
- 11 That the holder of this permit or authorised agent make payment of the appropriate Processing Fee to the Lower Murray Region Water Authority prior to the Authority agreeing to the issue of the Statement of Compliance.
- 12 That the plan of subdivision submitted for certification be referred to Telstra or other licensed telecommunications carrier, whichever is appropriate, in accordance with Section 8 of the Subdivision Act 1988.
- 13 Telstra will not consent to the issue of the Statement of Compliance until such time as the applicant provides satisfactory evidence of compliance with the above condition.
- 14 The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia in accordance with Section 8 of that Act.
- 15 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 (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).
- 16 The applicant shall where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Supply and Installation Rules issued by the Local Government Electricity Supply Association (Vic) and the State Electricity Commission to the extent determined by Powercor Australia.
- 17 The plan of subdivision lodged for certification with the Responsible Authority shall be referred to the First Mildura Irrigation Trust ("FMIT") in accordance with Section 8 of the Subdivision Act 1987.

Sheet 2 of 4

Date issued: 10 FEBRUARY 1999

Signature for the  
Responsible Authority:

**W898665J**

070700 1458 173



GARRY HEALY  
DIRECTOR PLANNING &  
ASSET DEVELOPMENT

# PLANNING PERMIT



DX345213A-11-0

Permit No. P99/025  
Planning Scheme: Mildura Shire Planning Scheme  
Responsible Authority: Mildura Rural City Council

## ADDRESS OF THE LAND:

LOT 2 PS 319653 SEC 37 BLK F KARADOC AVENUE, IRYMPLE

## THE PERMIT ALLOWS:

THE CREATION OF A TWO (2) LOT SUBDIVISION

**X345213A**

020301 2100 173 \$0



## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

18. Detailed drawings (referred to as "Coordination Plans") shall be provided to the FMIT, in a form satisfactory to the FMIT prior to the commencement of any works associated with the development. Such drawings must be certified by a licensed surveyor or member of the Institute of Engineers of Australia and must detail the proposed completed works and must also locate and define the height by reference to the Australian Height Datum of those various Works, including otherwise as follows:
- (a) All FMIT assets;
  - (b) The assets of other relevant authorities or servicing entities detailing the clearance between such other assets and FMIT assets;
  - (c) All roads, footpaths and such other works which may impact upon the FMIT assets;
  - (d) Final levels across the site to a level of detail so as to satisfy the requirements of the FMIT in respect to remaining level cover over FMIT assets.
19. Where the nature of the development or impact of the development on FMIT assets makes the Coordination Plans inadequate for the purposes of assessment of the application the FMIT may require Engineering Specifications (plans and design calculations), to the satisfaction of the FMIT which must be provided prior to the commencement of any Works associated with the Development, prepared by a licensed surveyor or member of the Institute of Engineers of Australia.
20. Any FMIT assets which are on the land shall at the earliest possible date be defined by permanent markers in a manner to the satisfaction of the FMIT at the cost of the Applicant/Owner prior to the commencement of any works associated with any development or subdivision.
21. The Applicant/Owner shall be required to register on Title, at the Applicant/Owner's cost, water supply and drainage easements as required by the FMIT.
22. Any asset of the FMIT which in the opinion of the FMIT, due to the development, needs to be:
- (a) replaced;
  - (b) relocated;
  - (c) taken from service or disconnected;
  - (d) made safe, secured or otherwise dealt with to preserve its integrity;

Sheet 3 of 4

Date issued: 10 FEBRUARY 1999

Signature for the  
Responsible Authority:

**W898665J**

070700 1458 173



GARRY HEALY  
DIRECTOR PLANNING &  
ASSET DEVELOPMENT

# PLANNING PERMIT



DX345213A-12-8

Permit No. P99/025  
Planning Scheme: Mildura Shire Planning Scheme  
Responsible Authority: Mildura Rural City Council

## ADDRESS OF THE LAND: —

LOT 2 PS 319653 SEC 37 BLK F KARADOC AVENUE, IRYMPLE

## THE PERMIT ALLOWS:

THE CREATION OF A TWO (2) LOT SUBDIVISION

**X345213A**  
020301 2100 173 \$0



## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (e) dealt with in order to maintain the existing irrigation and drainage service
- then such assets shall have works carried out in respect of same, be secured by Agreement (including as appropriate bank guarantee) registered on Title under Section 173 of the Act or Section 17(2)(c) of the Subdivision Act 1988 and otherwise preserved or secured in the manner directed by the FMIT at the cost of the Applicant/Owner.
- 23 The Applicant/Owner shall pay the relevant fees or costs to the FMIT in respect of the FMIT's assessment of the development, subdivision plans, inspections and other attendances of the FMIT associated with the development/subdivision.
- 24 A minimum cover of 900 mm shall be retained or put in place in respect of all FMIT assets.
25. A minimum separation from the assets of any other servicing entity of 1000 mm from the outside extremity of any FMIT asset shall be maintained. Separation in section shall be a minimum of 300 mm. No works which results in:
- (a) alteration to the cover or support of any FMIT assets; or
  - (b) alters any FMIT asset or its connections in any respect;
- may occur unless written consent has been obtained from the FMIT in respect of that works and any conditions imposed in respect of that work are complied with.
- 26 After completion of the development the Applicant/Owner shall provide to the FMIT as built or completion plans showing the location of FMIT assets, clearance between those assets and the assets of other servicing entities and the level of cover over FMIT assets and otherwise to the satisfaction of the FMIT.
- 27 Until such time as all conditions required by the FMIT are complied with the FMIT will not consent to the issue of a Statement of Compliance in respect of any subdivision or stage of Subdivision if the particular permit relates to a subdivision.
28. The time for commencement of the development hereby permitted is specified as two years from the date hereof, and the time for completion of the development is specified as two years from the date of commencement.

Sheet 4 of 4

Date issued: 10 FEBRUARY 1999

**W898665J**  
070700 1458 173



Signature for the  
Responsible Authority:

GARRY HEALY  
DIRECTOR PLANNING &  
ASSET DEVELOPMENT

# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 431655T



DX345213A-13-6

3  
3.146ha

2  
8000m<sup>2</sup>

**X345213A**  
020301 2100 173 \$0

**W8886657**  
070700 1458 173

AMG ZONE 54

FIFTEENTH STREET

KARADOC AVENUE

## FREEMAN & FREEMAN

LAND SURVEYORS  
PO BOX 2135 MILDURA VIC 3500  
TELEPHONE: (03) 50236 239



ORIGINAL  
SCALE SHEET  
SIZE A3  
1:1250

SCALE  
12.5 0 25 50  
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROBERT BRUCE FREEMAN  
SIGNATURE DATE 11 / 8 / 1999  
REF 6523 VERSION 2

Sheet 2 of 2 sheets

DATE / /  
COUNCIL DELEGATE SIGNATURE  
Original sheet size A3

<b>PLAN OF SUBDIVISION</b>				STAGE NO.	LTO use only <b>EDITION</b>	Plan Number <b>PS 431655T</b>
<b>Location of Land</b> <b>Parish:</b> MILDURA  <b>Township:</b> _____ <b>Section:</b> _____ <b>Crown Allotment:</b> _____ <b>Crown Portion:</b> 4 PART  <b>LTO Base Record:</b> COMPILED SHEET 11 <b>Title Reference:</b> VOL 10108 FOL 575  <b>Last Plan Reference:</b> PS 319653A (LOT 2) <b>Postal Address:</b> KARADOC AVENUE, (at time of subdivision) IRYMPLE, 3498.  <b>AMG Co-ordinates</b> E 607380 Zone: 54 (of approx. centre of land in plan) N 6211750				<b>Council Certification and Endorsement</b> Council Name: MILDURA RURAL CITY COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <u>OPEN SPACE</u> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage _____ Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
<b>Vesting of Roads or Reserves</b>				<b>Notations</b>		
Identifier	Council/Body/Person			<b>Staging</b> This is/is not a staged subdivision Planning Permit No. P99/025  <b>Depth Limitation</b> DOES NOT APPLY		
NIL	NIL					
 <b>48986655</b> 77700 1458 173 <b>X345213A</b> 020301 2100 173 \$0				LOT 1 HAS BEEN OMITTED FROM THIS PLAN. LOT 2 ONLY IS THE RESULT OF SURVEY. LOT 3 IS THE BALANCE OF TITLE.   <b>DX345213A-14-4</b>		
<b>Easement Information</b>				<b>LTO use only</b>		
<b>Legend:</b> E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)				Statement of Compliance/ Exemption Statement  Received <input type="checkbox"/> Date / /		
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	<b>LTO use only</b> PLAN REGISTERED TIME DATE / /  Assistant Registrar of Titles Sheet 1 of 2 Sheets	
E-1	DRAINAGE	SEE DIAGRAM	THIS PLAN	FIRST MILDURA IRRIGATION TRUST.		
E-2	DRAINAGE & WATER SUPPLY	3	THIS PLAN	FIRST MILDURA IRRIGATION TRUST.		
<b>FREEMAN &amp; FREEMAN</b> LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236 239				LICENSED SURVEYOR (PRINT) <b>ROBERT BRUCE FREEMAN</b> SIGNATURE..... DATE 11 / 8 / 99 REF <b>6523</b> VERSION 2		
				DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		



Build with confidence!



FORM 2  
Building Act 1993  
Building Interim Regulations 2017  
Regulation 313

## BUILDING PERMIT WITH CONDITIONS

PERMIT NO: BS-U 29378-20180054/0

### ISSUED TO:-

Agent:	GJ Gardner Homes	87 Lime Avenue	MILDURA VIC 3500
Phone:	03 5023 1199		Fax: 03 5023 6099

### OWNERSHIP DETAILS:-

Owners:	Kim Wilson	PO Box 549	NANGILOC VIC 3494
Phone:		Mobile: 0416 863 961	

### PROPERTY DETAILS:-

Lot: 35	No: 15	Marita Court	IRYMPLE VIC 3498
Municipality:	Mildura Rural City Council		
Title Details:	PS: 724010L	Volume: 11941	Folio: 520
Site Area:	693m2		

### BUILDER:-

Builder:	Estilo Pty Ltd	87 Lime Avenue	MILDURA 3500
Phone:	03 5023 1199		

### DETAILS OF DOMESTIC BUILDING WORK INSURANCE:-

The issuer or provider of the required insurance policy is:-

Insurance Provider Name:	VMIA Victorian Managed Insurance Authority
Policy No:	C345261
	Date Issued: 21/02/2018

### DETAILS OF RELEVANT PLANNING PERMIT:-

Not Applicable

### NATURE OF BUILDING WORK:-

Construction of Dwelling, Garage & Alfresco Area  
Building Classification: 1ai & 10a  
Part of Building: As Per Plans  
Project Use: Occupation & Storage  
Total New Floor Area: 251m2  
Project Estimated Value: \$281,750  
No of Storeys: 1  
Allowable Live Load: 1.5Kpa

### PRESCRIBED REPORTING AUTHORITIES:-

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Mildura Rural City Council	Stormwater Discharge Point	Regulation 610 (2)
----------------------------	----------------------------	--------------------

### INSPECTION REQUIREMENTS:-

Prior to placing strip/pier footings  
Prior to placing footing preslab slab on ground  
Prior to pouring in situ concrete reinforcement  
Completion of timber framework  
Final upon completion of all building work

### OCCUPATION OR USE OF BUILDING:-

An Occupancy Permit is required at completion of works

### COMMENCEMENT AND COMPLETION:-

Building work is to be commenced by: 21/02/2019 and is to be completed by 21/02/2020

**Details of building practitioners and architects**

a) to be engaged in the building work<sup>3</sup>

Type	Name	Registration Number
Builder	Ross Williams	DB-U 12963

b) who were engaged to prepare documents forming part of the application for this permit<sup>4</sup>

Type	Name	Registration Number
Drafting	Narelle Draper	DP-AD 19093
Engineer	Malcolm Gallasch	EC 1015

**PRIVATE BUILDING SURVEYOR:-**

**TIM ANDERSON**

**REGISTRATION NO:**

**BS-U 29378**

**SIGNATURE:**



**ISSUE DATE:**

**21/02/2018**

**NOTES**

- Note 1:** Under Regulation 318, an owner of as building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name of address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 2:** Under Regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure the registration numbers and contact details of the builder and building surveyor and the number and date of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies.
- Note 3:** Include building practitioners with continuing involvement in the building work.
- Note 4:** Include only building practitioners with no further involvement in the building work.
- Note 5 :** Domestic builders carrying out domestic building work forming part of this permit(where the contract price for that work is more than \$16 000) must be covered by an insurance policy as required under section 135 of the **Building Act 1993**.

## **BUILDING PERMIT CONDITIONS**

**PERMIT NO: BS-U 29378-20180054/0**

**1. GENERAL**

All works authorised by this Building Permit shall comply with the provisions of the Building Act 1993, Building Interim Regulations 2017, Building Code of Australia (BCA) current edition, other relevant codes and any local laws of the municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.

**2. INSURANCE**

Home Warranty Insurance applies in relation to building work approved by this permit.

**3. SANITARY FACILITIES**

Sanitary facilities for workmen shall be provided on the construction site for the duration of the project.

**4. BOUNDARY LOCATION**

The owner and/or builder shall be responsible to define, the boundaries of the allotment.

**5. SITE PREPARATION**

All site cuts to be graded to an angle that self supports the existing ground to the satisfaction of the Building Surveyor or otherwise approved retaining walls to be erected.

**6. SMOKE DETECTORS**

Self-contained Smoke Detectors must be installed in a Class 1 Building, on or near the ceiling in any storey containing bedrooms:-

- Between each part of the dwelling containing bedrooms and the remainder of the dwelling; and
- Any other storey (Ref Section 3.7.2 of the BCA).
- Interconnected where more than one Smoke Detector.

**7. STORMWATER DRAINAGE**

Down pipes must be installed in accordance with Clause 3.5.2.5 of the BCA and overflow provisions made for the spouting if the down pipes are located further than 1.2m from a valley. Such down pipes shall be direct to an underground drainage system discharging to a legal point to the satisfaction of the Building Surveyor.

**8. PLUMBING CERTIFICATION**

Upon completion of the building works you are required to submit the following documentation:

- A Final clearance from the Environmental Health, Section 2, B.1 as applicable of the Building Code of Australia.
- A Certificate of Completion to be provided upon completion and prior to occupancy or use, under Section 221ZH of the Building Act 1993, for plumbing work on the project.

**9. CONSTRUCTION REQUIREMENTS**

All construction shall meet the performance requirements of Section 2, B.1 as applicable of the Building Code of Australia.

**10. WATERPROOFING**

Waterproofing of wet areas shall comply with the requirements of AS 3740-2010 "Waterproofing of wet areas within residential buildings"

**11. TIMBER FRAMING**

All timber framing to comply with Australian Standard 1684.2 – National Timber Manual 2010

**12. TERMITE CONTROL**

The building is an area designated by the municipality as likely to be subject to infestation by termites and shall be protected in accordance with Building Code of Australia B1.4(l).

**13. SECTION 173 AGREEMENTS, COVENANTS & OTHER RESTRICTION**

It is not the responsibility of the Relevant Building Surveyor to confirm compliance with any Section 173 Agreement, covenant or other restriction which may be shown on title and by issuing this permit, the Relevant Building Surveyor does not warrant that the works authorised by this permit will comply with any Section 173 Agreement, covenant or other restrictions which may be shown on title.

**14. ENERGY EFFICIENCY REQUIREMENTS**

The Builder must ensure that all energy efficiency requirements listed in the energy efficiency report have been complied with and a signed copy of the Compliance Certificate is to be submitted to this office.

**15. DRAINS & SEWERS**

The owner and builder must consult with the relevant sewerage authority and local council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of those authorities.

**16. SOLAR HOT WATER**

Solar Hot Water Service to comply with 6 Star Energy provisions of the Building Regulations 2006.

**NOTE:** The type of Solar Hot Water Service to be installed must comply with the Plumbing Regulations applicable at the time of installation.

**17. Glazing**

All windows & doors are to comply with Australian standards As 1288-2006 & As 2047 - 2014

**~END OF CONDITIONS~**

**SIGNATURE:**



**REGISTRATION NO:** BS-U 29378

**ISSUE DATE:** 21/02/2018



**FORM 16**  
Building Act 1993  
Building Regulations 2018  
Regulation 192

## OCCUPANCY PERMIT

This occupancy permit must be displayed in the following approved location: n/a

**Property Details:**

Site Address:	15 Marita Court IRYMPLE VIC 3498
Title Details:	Lot 35 PS: 724010L Volume: 11941 Folio: 520
Municipal District:	Mildura Rural City Council

**Building Permit Details:**

Building Permit Number:	20180054 dated 21/02/2018
Version of BCA Applicable to Building Permit:	NCC BCA 2016 Volume 2

**Building Details:**

Building to which permit applies:	Dwelling, Garage & Alfresco Area
Permitted Use:	Occupation & Storage
BCA Classification:	1ai & 10a
Maximum permissible floor live load:	1.5Kpa

**Suitability for Occupation:**

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

**Relevant Building Surveyor:**

Name:	TIM ANDERSON
Address:	133B Lime Avenue Mildura VIC 3500
Email:	tim@andersongroupmildura.com.au
Building Practitioner Registration No:	BS-U 29378
Occupancy Permit No:	20180054
Date of Issue:	15 August 2018
Date of Final Inspection:	13 August 2018

Signature:

# Domestic Building Insurance

## Certificate of Insurance

**Kim Wilson**

**PO Box 549  
NANGILOC  
VIC 3494**

Policy Number:

**C345261**

Policy Inception Date:

**20/02/2018**

Builder Account Number:

**009779**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**  
At the property: **Lot 35 Marita Court IRYMPLE VIC 3498 Australia**  
Carried out by the builder: **ESTILO PTY LTD**  
Builder ACN: **109318685**

**!** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Kim Wilson**

Pursuant to a domestic building contract dated: **21/03/2017**

For the contract price of: **\$ 281,750.00**

Type of Cover: **Cover is only provided if ESTILO PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

### IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

\* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

## Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

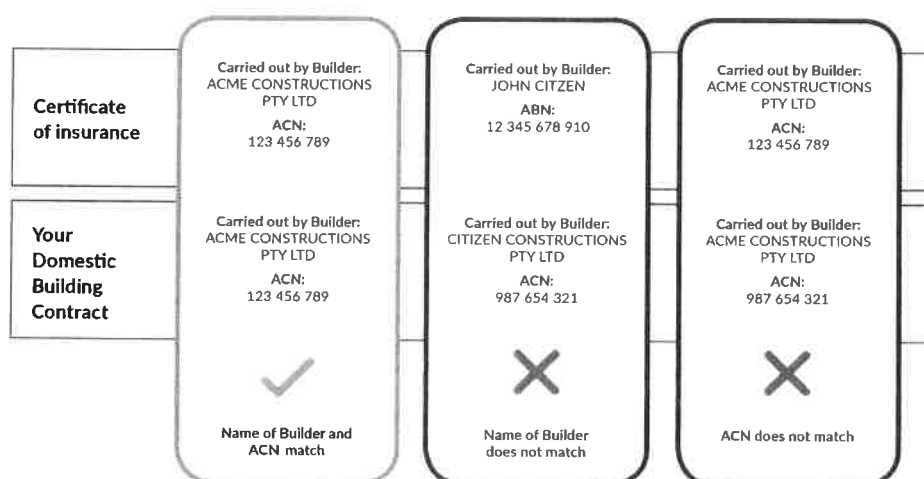
Issued by Victorian Management Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$865.00</b>
GST:	<b>\$86.50</b>
Stamp Duty:	<b>\$95.15</b>
<b>Total:</b>	<b>\$1,046.65</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

*Below are some example of what to look for*



FORM 2  
 Regulation 37(1)  
 Building Act 1993  
 Building Regulations 2018

**BUILDING PERMIT****BSU-29378/18001063/0****ISSUED TO:**

<b>Agent:</b>	Sunraysia Pools Pty Ltd	
<b>ARBN:</b>	43 988 583 435	
<b>Postal Address:</b>	PO Box 5005 Mildura VIC 3502	
<b>Email:</b>	t.smith@cookes.com.au	
<b>Address for serving or giving of documents:</b>		
<b>Postal Address:</b>	PO Box 5005 Mildura VIC 3502	
<b>Contact Person:</b>	Trent Smith	<b>Telephone:</b> 03 5022 1266

**OWNERSHIP DETAILS:**

<b>Owner:</b>	Kim Wilson	
<b>ACN or ARBN:</b>	N/A	
<b>Postal Address:</b>	PO Box 549 Nangiloc VIC 3494	
<b>Email:</b>	jkriverside@outlook.com	
<b>Contact Person:</b>	Kim Wilson	<b>Telephone:</b> 0416 863 961

**PROPERTY DETAILS:**

<b>Number: 15</b>	<b>Street/Road:</b> Marita Court	<b>Suburb:</b> Irymple	<b>Postcode:</b> 3498
<b>Lot: 35</b>	<b>LP/PS:</b> PS724010L	<b>Volume:</b> 11941	<b>Folio:</b> 520
<b>Crown Allotment:</b> N/A	<b>Section:</b> N/A	<b>Parish:</b> N/A	<b>County:</b> N/A
<b>Municipal District:</b>	Mildura Rural City Council		

**BUILDER:**

<b>Name:</b>	Sunraysia Pools Pty Ltd	<b>Telephone:</b> 03 5022 1266
<b>ARBN:</b>	43 988 583 435	
<b>Building Practitioner Registration No:</b>	CDB-L 48028	
<b>Postal Address</b>	PO Box 5005 Mildura VIC 3502	

**Building Practitioner or architect engaged to prepare documents for this permit**

Full Name	Category/class	Registration No
Charles Rickard	Engineer	EC 1490
Sunraysia Pools Pty Ltd	Builder	CDB-L 48028

**Details of domestic building work Insurance**

<b>Name of Builder:</b>	Sunraysia Pools Pty Ltd	
<b>Insurance Provider Name:</b>	Berkshire Hathaway Specialty Insurance Company	
<b>Policy No:</b>	47-ZCA-005474-C3823	<b>Policy Cover:</b> \$ 50,300.00

**DETAILS OF RELEVANT PLANNING PERMIT:**

<b>Planning Permit No:</b>	Not Applicable
----------------------------	----------------

**NATURE OF BUILDING WORK:**

<b>Construction of Inground Fibreglass Swimming Pool &amp; Safety Barriers</b>	
<b>Version of BCA applicable to permit:</b>	2016
<b>Stage of building work permitted:</b>	As per Plans
<b>Cost of building work:</b>	\$50,300.00
<b>Total floor area of new building work:</b>	32,900 litres

**BUILDING CLASSIFICATION:**

Part of Building	Building Class
Swimming Pool	10b
Safety Barriers	10b

**PRESCRIBED REPORTING AUTHORITIES:**

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below: Not Applicable

**PROTECTION WORK:-**

Protection work is not required in relation to the building work proposed in this permit.

**INSPECTION REQUIREMENTS:**

- The completion of any excavation related to the installation of the swimming pool or spa;
- Before pouring any footing or in situ reinforced concrete member that is specified in the relevant building permit by the relevant building surveyor;
- The completion of any precautions required to be taken under regulation 116;
- Final, on the completion of the swimming pool or spa and related safety barrier.

**OCCUPATION OR USE OF BUILDING:**

A Certificate of Final Inspection is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

**COMMENCEMENT AND COMPLETION:**

Building work is to be commenced by: **16 Oct 2019**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

This building work must be completed **six months after the date of commencement**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

**CONDITIONS:**

This permit is subject to the following conditions:

**1. GENERAL**

All works authorised by this Building Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, Building Code of Australia (BCA) current edition, other relevant codes and any local laws of the municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.

**2. COMPLETION DATE**

All works must be completed within six (6) months of commencement.

**3. CONSTRUCTION REQUIREMENTS**

All construction shall meet the performance requirements of Section 2, B.1 as applicable of the Building Code of Australia (BCA).

**4. INSURANCE**

Warranty insurance applies in relation to building work approved by this permit.

**5. SWIMMING POOL SAFETY BARRIERS**

All swimming pool safety barriers are to be constructed in accordance with Australia Standard 1926.1 - 2012, Part 1: Safety Barriers for Swimming Pools, including:

- A 900mm non-climable zone around the external barrier is to be maintained - all landscaping and climable items to be kept clear
- A 300mm non-climable zone around the inside of the barrier is to be maintained - all landscaping and climable items to be kept clear

**6. TEMPORARY POOL FENCING**

Compliant temporary pool fencing is to be erected during construction of the swimming pool and remain in place until the permanent barrier is constructed.



**7. INTERNAL INFRASTRUCTURE**

It is the builders/owners responsibility to make sure all internal infrastructure is clear of the pool area before construction, i.e. "DIAL BEFORE YOU DIG".

**8. LOWER MURRAY WATER CONSENT**

If the swimming pool is to be connected into Lower Murray Water's sewer system for backwashing than an application for "Consent to Discharge Swimming Pool Backwash" must be completed and appropriate fees paid prior to commencement of works.

**9. COMPLETION**

The construction of the swimming pool and associated barrier must be completed within 6 months of commencement, i.e. from the date of the first mandatory inspection.

**RELEVANT BUILDING SURVEYOR:**

---

Name:	TIM ANDERSON		
Address:	133B Lime Avenue Mildura VIC 3500		
Email:	tim@andersongroupmildura.com.au		
Building Practitioner Registration No.:	BS-U 29378		
Permit No.:	BSU-29378/18001063	Issue Date of Permit:	16 Oct 2018

Signature:



**FORM 17**  
Regulation 200  
Building Act 1993  
Building Regulations 2018

## CERTIFICATE OF FINAL INSPECTION

### Property details

<b>Number</b>	15	<b>Street/Road</b>	Marita Court	<b>Suburb</b>	Irymple	<b>Postcode</b>	3498
<b>Lot/s</b>	35	<b>LP/PS</b>	PS724010L	<b>Volume</b>	11941	<b>Folio</b>	520
<b>Crown allotment</b>	N/A	<b>Section</b>	N/A	<b>Parish</b>	N/A	<b>County</b>	N/A
<b>Municipal District</b> Mildura Rural City Council							

### Building permit details

Building permit number	BSU-29378/18001063
Version of BCA applicable to building permit	2016

### Description of building work

Part of building	Permitted use	BCA Class of building
Swimming Pool	Swimming Pool	10b
Safety Barriers	Swimming Pool Fence	10b


### Maintenance determination

A maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

### Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

### Relevant building surveyor

Name:	Timothy Anderson
Address:	133B Lime Avenue Mildura VIC 3500
Email:	tim@andersongroupmildura.com.au
Building practitioner registration no.:	BSU-29378
Certificate No.	BSU-29378/18001063
Date of issue:	06 Jul 2020
Date of final inspection:	06 Jul 2020
Signature:	



Berkshire Hathaway  
Specialty Insurance

## Domestic Building Insurance

### Notices

This policy is issued by Berkshire Hathaway Specialty Insurance Company (ABN 84 600 643 034, AFS Licence 466713), which is authorised by the Australian Prudential Regulation Authority to carry on general insurance business in Australia, and which holds a financial strength rating of A++ from AM Best and AA+ from Standard & Poor's.

### Duty of Disclosure

Under the *Insurance Contracts Act 1984* (Cth), before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

The duty of disclosure applies to every person to be covered under the insurance.

You do not need to tell us anything that reduces the risk we insure you for, that is of common knowledge, that we know (or should know), or in respect of which we have waived the duty of disclosure.

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### Privacy

We, along with all companies in the Berkshire Hathaway Group of Insurance Companies, are committed to safeguarding your privacy and the confidentiality of your personal information. We, and entities acting on our behalf, only collect personal information from or about you for the purpose of assessing your application for insurance and administering your insurance policy, including managing and administering any claim made by you. Without your personal information, we may not be able to issue insurance cover, administer your insurance or process your claim.

We will only use your personal information in accordance with the *Privacy Act 1988* (Cth) and for the purposes outlined above.

We may disclose your personal information to other companies in the Berkshire Hathaway Group and other third party service providers for the purposes outlined above or where disclosure is permitted by law. These entities may be located in Australia or overseas, including in India, Singapore, Hong Kong, the United Kingdom, New Zealand and the United States of America. Where such disclosure is made, we make all reasonable efforts to ensure that the arrangements we have in place with overseas parties impose appropriate privacy and confidentiality obligations on those parties to ensure that imparted personal information is kept secure and that such information is only used for the purposes noted above.

If you wish to obtain details of the personal information we hold about you (including contacting us to correct or update the personal information we hold about you), or if you have a complaint about a breach of your privacy, please refer to our privacy policy available at <http://www.bhspecialty.com/privacy-policy.html>, or contact our Chief Risk Officer by email to [australasia.privacy.compliance@bhspecialty.com](mailto:australasia.privacy.compliance@bhspecialty.com).

We reserve the right to refuse access under the grounds permitted by the *Privacy Act 1988* (Cth) and if you are seeking information on another person's behalf, we will require written authorisation from that individual.

### **Complaints**

If you have a complaint or concern about our insurance products or services we provide, please contact your intermediary or your usual BHSI contact.

If you are not satisfied with our response, you may escalate your complaint by contacting [complaints.australia@bhspecialty.com](mailto:complaints.australia@bhspecialty.com). Our internal dispute resolution process is free of charge and we will aim to respond to your escalated complaint within fifteen (15) business days.

### **General Insurance Code of Practice**

We are a signatory to the General Insurance Code of Practice.

You can find further information about and download a copy of the Code from <http://codeofpractice.com.au>.

### **Electronic Delivery of Policy Documents**

We will send your policy documents by email. If however you wish to receive your policy documents in hard copy, please tell us.



Berkshire Hathaway  
Specialty Insurance

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**

(Hereinafter referred to as BHSI)

**Domestic Building Insurance  
Policy Certificate**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by Berkshire Hathaway Specialty Insurance Company.

This Certificate Page is attached to and forms part of the Policy

		<b>Policy Number: 47-ZCA-005474-C3823</b>	<b>Currency: AUD</b>
<b>Item 1.</b>	<b>Certificate Number:</b>	SPASABWI0001762	
<b>Item 2.</b>	<b>Issuing Office:</b>	Melbourne	
<b>Item 3.</b>	<b>Building Owner:</b>	Kim Wilson	
<b>Item 4.</b>	<b>Site Address</b>	Lot 35 Marita Court, Irymple VIC 3498	
<b>Item 5.</b>	<b>The Builder:</b>	Sunraysia Pools Pty Ltd ABN/ACN 005 615 172 <small>NOTE: The Builder's name and/or their ACN/ABN Number must match with the information provided on the Domestic Building Contract. If this is incorrect, the domestic building Work will not be covered by this contract.</small>	
<b>Item 6.</b>	<b>Registration No.</b>	CDB-L 48028	
<b>Item 7.</b>	<b>Domestic Building Contract Dated:</b>	06-Jun-2018	
<b>Item 8.</b>	<b>Period of Cover.</b>	The cover commenced on the earlier of the date of the Domestic Building Contract or date of the Building Permit for the Domestic Building Work and concludes: <ul style="list-style-type: none"><li>• Two years from the completion of the Domestic Building Work or termination of the Domestic Building Contract for non-structural defects</li><li>• Six years from completion of the Domestic Building Work or termination of the Domestic Building Contract for Structural Defects.</li></ul>	

<b>Item 9.</b>	<b>Contract Price:</b>	\$50,300.00
<b>Item 10.</b>	<b>Domestic Building Work:</b>	Swimming Pool
<b>Item 11.</b>	<b>Type of Coverage:</b>	The cover is only provided if the Builder specified in Item 5 above has died, becomes insolvent or has disappeared, or fails to comply with a Tribunal or Court Order.
<b>Item 12.</b>	<b>Premium:</b>	\$415.00
	<b>GST:</b>	\$41.50
	<b>Stamp Duty:</b>	\$45.65
	<b>Total:</b>	\$502.15
<b>Item 13.</b>	The maximum Policy Limit for all claims under this Policy is \$300,000 inclusive of all costs and expenses	
	The maximum Policy limit for all claims for non-completion of the Domestic Building Work is 20% of the Contract Price.	
<b>Item 14.</b>	<b>Notices to the Insurer:</b>	
	<u>For all Claims or potential claims:</u>	
	By 24-hour toll free number: 1300 021 415	
	By Email: <a href="mailto:claimsnoticeaustralia@bhspecialty.com">claimsnoticeaustralia@bhspecialty.com</a>	
	By Mail: For street address, log on to:	
	<a href="http://www.bhspecialty.com/claims/claims-australia">www.bhspecialty.com/claims/claims-australia</a>	

Subject to the Building Act 1993, the Ministerial Order and the Conditions of the insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract and to the successors in title to the Building Owner.

This Certificate attaches to and forms part of BHSI Domestic Builders Insurance (Policy Form BHSI-AUS-CA-BWI-001-062017 Domestic Builders Insurance) and is valid only if it is signed and dated below by a duly authorised representative of Berkshire Hathaway Specialty Insurance.

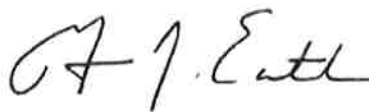
**Dated:** 31-Jul-2018

**Signature:**



**Ralph Tortorella, Secretary**

For and on behalf of Berkshire Hathaway Specialty Insurance Company



**Peter Eastwood, President**

Build with confidence!



FORM 2  
Regulation 37 (1)  
Building Act 1993  
Building Regulations 2018

## BUILDING PERMIT WITH CONDITIONS

PERMIT NO: BS-U 29378-20180314/0

### ISSUED TO:

Agent:	The shed company Mildura		
ACN or ARBN:	058725401		
Postal Address:	PO Box 1007 MILDURA VIC 3502		
Email:	adminmildura@theshedcompany.com.au		
Address for serving or giving of documents:			
Postal Address:	PO Box 1007 MILDURA VIC 3502		
Contact Person:	Sherryn Pitt	Telephone:	03 5021 0226

### OWNERSHIP DETAILS:

Owner:	Kim Wilson		
ACN or ARBN:	n/a		
Postal Address:	15 Marita Court IRYMPLE VIC 3498		
Email:	n/a		
Contact Person:	Kim Wilson	Telephone:	n/a

### PROPERTY DETAILS:

Number: 15	Street/Road: Marita Court	Suburb: IRYMPLE	Postcode: 3498
Lot: 35	PS: 724010L	Volume: 11941	Folio: 520
Crown Allotment:	Section:	Parish:	County:
Municipal District:	Mildura Rural City Council		

### BUILDER:

Name:	S & V Raiti Pty Ltd	Telephone:	03 5021 0226
ACN / ARBN:	058725401		
Building Practitioner Registration No:	CDB-U 52839		
Postal Address	PO Box 1007 MILDURA VIC 3502		

### Building Practitioner or architect engaged to prepare documents for this permit

Name	Category/Class	Registration No.
S & V Raiti Pty Ltd	Builder	CDB-U 52839
Rohan Nancarrow	Engineer	EC 44684

### Details of domestic building work Insurance

Name of Builder:	S & V Raiti Pty Ltd		
Insurance Provider Name:	VMIA Victorian Managed Insurance Authority		
Policy No:	C379712	Policy Cover:	\$17,360

### DETAILS OF RELEVANT PLANNING PERMIT: Not Applicable

### NATURE OF BUILDING WORK:

Construction of Storage Shed	
Version of BCA applicable to permit:	2016 Vol 2
Stage of building work permitted:	All Parts
Cost of building work:	\$17,360
Total floor area of new building work:	45m2

### BUILDING CLASSIFICATION:

Storage Shed	10a
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**PRESCRIBED REPORTING AUTHORITIES:**

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting authority	Matter reported on or consent to	Regulation no.
Mildura Rural City Council	Report & Consent	Regulation 80 Walls & Carports on Boundaries

**PROTECTION WORK:-**

Protection work is not required in relation to the building work proposed in this permit.

**INSPECTION REQUIREMENTS:****The mandatory notification stages are:**

Prior to placing pier footings  
 Completion of steel framework  
 Final upon completion of all building work

**OCCUPATION OR USE OF BUILDING:**

An Certificate of Final Inspection is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

**COMMENCEMENT AND COMPLETION:**

Building work is to be commenced by: **29/08/2019**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

This building work must be completed by: **29/08/2020**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

**CONDITIONS:****This permit is subject to the following conditions:****1. GENERAL**

All works authorised by this Building Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, Building Code of Australia (BCA) current edition, other relevant codes and any local laws of the municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.

**2. CONSTRUCTION REQUIREMENTS**

All construction shall meet the performance requirements of Section 2, B.1 as applicable of the Building Code of Australia (BCA).

**3. STORMWATER DISCHARGE**

Stormwater to discharge into existing system or into pop ups, a minimum of 5m from any building or boundary.

**4. INTERNAL INFRASTRUCTURE**

It is the builders/owners responsibility to make sure all internal infrastructure is clear of the area before construction, i.e. "DIAL BEFORE YOU DIG".

**RELEVANT BUILDING SURVEYOR:**

<b>Name:</b>	TIM ANDERSON		
<b>Address:</b>	133B Lime Avenue Mildura VIC 3500		
<b>Email:</b>	tim@andersongroupmildura.com.au		
<b>Building Practitioner Registration No.:</b>	BS-U 29378	<b>Issue Date of Permit:</b>	29/08/2018
<b>Permit No.:</b>	20180314		

Signature:





**FORM 17**  
Regulation 200  
Building Act 1993  
Building Regulations 2018

## CERTIFICATE OF FINAL INSPECTION

**Property Details**

Site Address: 15 Marita Court IRYMPLE VIC 3498  
Title Details: Lot 35 PS: 724010L Volume: 11941 Folio: 520  
Municipal District: Mildura Rural City Council

**Building Permit Details:**

Building Permit Number: 20180314  
Version of BCA applicable to building permit: NCC BCA 2016 Volume 2

**Description of Building Work:**

Project Description: Construction of Storage Shed  
Part of Building: As per Plans  
Permitted Use: Storage  
BCA Class of Building: 10a

**Maintenance Determination:**

A Maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

**Relevant Building Surveyor:**

Name: TIM ANDERSON  
Address: 133B Lime Avenue  
Mildura VIC 3500  
Email: tim@andersongroupmildura.com.au

Building Practitioner Registration Number: BS-U 29378  
Certificate No: 20180314/0  
Date of Issue: 05 December 2018

Signature:





## Mildura Rural City Council

File: 036.2020.00000438.001

19/03/2021

Ms Kim Wilson  
PO Box 549  
IRYMPLE VIC 3498

Dear Ms Wilson

### **CONFIRMATION OF REGISTRATION OF SWIMMING POOL**

15 Marita Court IRYMPLE 3498  
LOT: 35 PS: 724010L

Council has received your application to register your SWIMMING POOL and it is now registered.

### **DETAILS REQUIRED FOR BARRIER INSPECTION**

Date of construction:

**16/10/2018.**

Applicable Barrier Standard:

- 1. AS1926.1-2012; or**
- 2. An Alternative or Performance Solution applied at the time of approval or date of construction, BCA Volume One or Two as issued, published or remade from time to time; or**
- 3. A combination of 1 and 2**

If you disagree with the date of construction or the date or the barrier standard that Council has nominated you can appeal this decision to the Building Appeals Board.

Building Appeals Board  
Web site: [www.buildingappeals.com.au](http://www.buildingappeals.com.au)  
Email: [registry@buildingappeals.vic.gov.au](mailto:registry@buildingappeals.vic.gov.au)  
Phone 1300 815 127

Madden Avenue Service Centre  
108 Madden Avenue, Mildura  
Phone: (03) 5018 8100  
Fax: (03) 5021 1899  
PO Box 105, Mildura Vic 3502  
DX 50014, Mildura

Deakin Avenue Service Centre  
76 Deakin Avenue, Mildura  
Phone: (03) 5018 8100  
Fax: (03) 5021 1899

Ouyen Service Centre  
79 Oke Street, Ouyen  
Phone: (03) 5018 8600  
Fax: (03) 5092 1017

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

ABN 42 498 937 037

To: Ms Kim Wilson  
File: 036.2020.00000438.001

19/03/2021

Page 2

Council confirms (see above) the date of construction of your SWIMMING POOL and the applicable barrier standard.

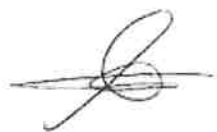
**Your next steps are:**

1. Have your SWIMMING POOL barrier inspected by a registered building surveyor or inspector. Once your SWIMMING POOL barrier is compliant, your building surveyor/inspector will issue you with a certificate of pool and spa barrier compliance. The fee for this inspection will be set by your private building surveyor/inspector.
2. Lodge your certificate of pool and spa barrier compliance with Council within 30 days of issue. There is a fee of \$20.40 to be paid at the time of lodgement. *This fee is subject to change.*
3. The inspection and lodgement of the certificate of pool and spa barrier compliance must be completed and lodged with Council by **1 November 2023.**

Should you require any further information on any part of this process, please visit the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

If you have any questions on the confirmation of registration, contact Council's Building Department on 03 5018 8413.

Yours sincerely



**MARK YANTSES**  
**MUNICIPAL BUILDING SURVEYOR**  
MY/avn

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 03 March 2021 02:12 PM

## PROPERTY DETAILS

Address: **15 MARITA COURT IRYMPLE 3498**  
Lot and Plan Number: **Lot 35 PS724010**  
Standard Parcel Identifier (SPI): **35\PS724010**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **413083**  
Planning Scheme: **Mildura**  
Directory Reference: **VicRoads 537 R3**

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

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

## UTILITIES

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

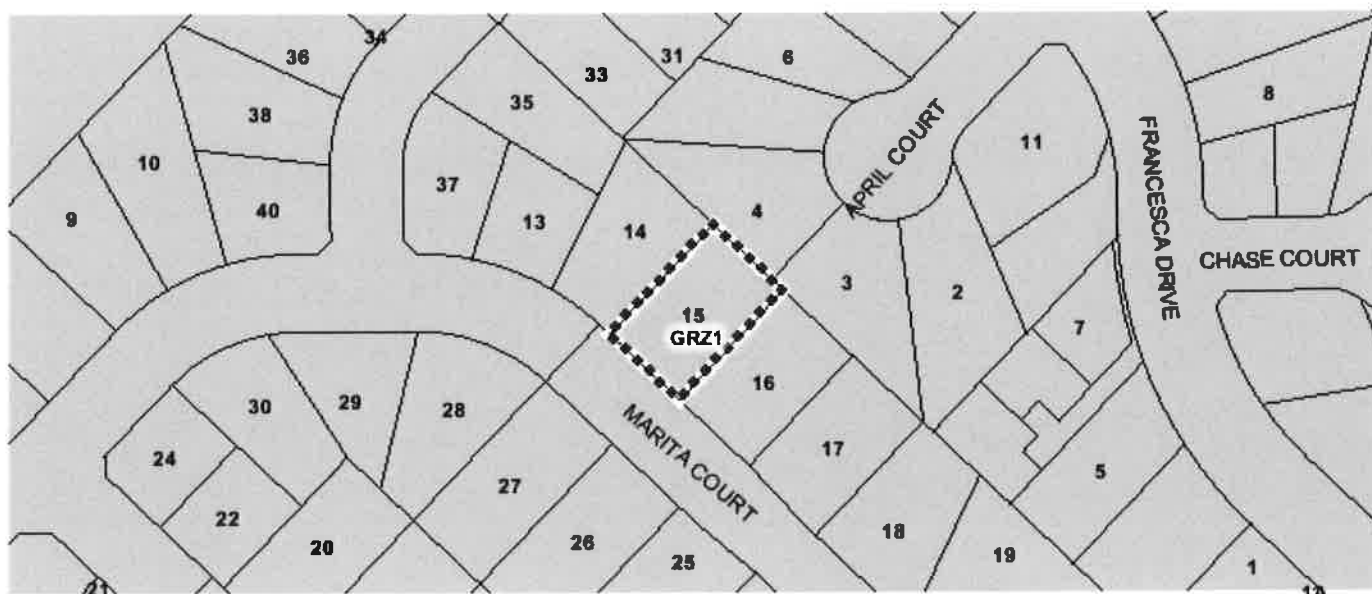
## STATE ELECTORATES

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

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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**GRZ - General Residential**

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

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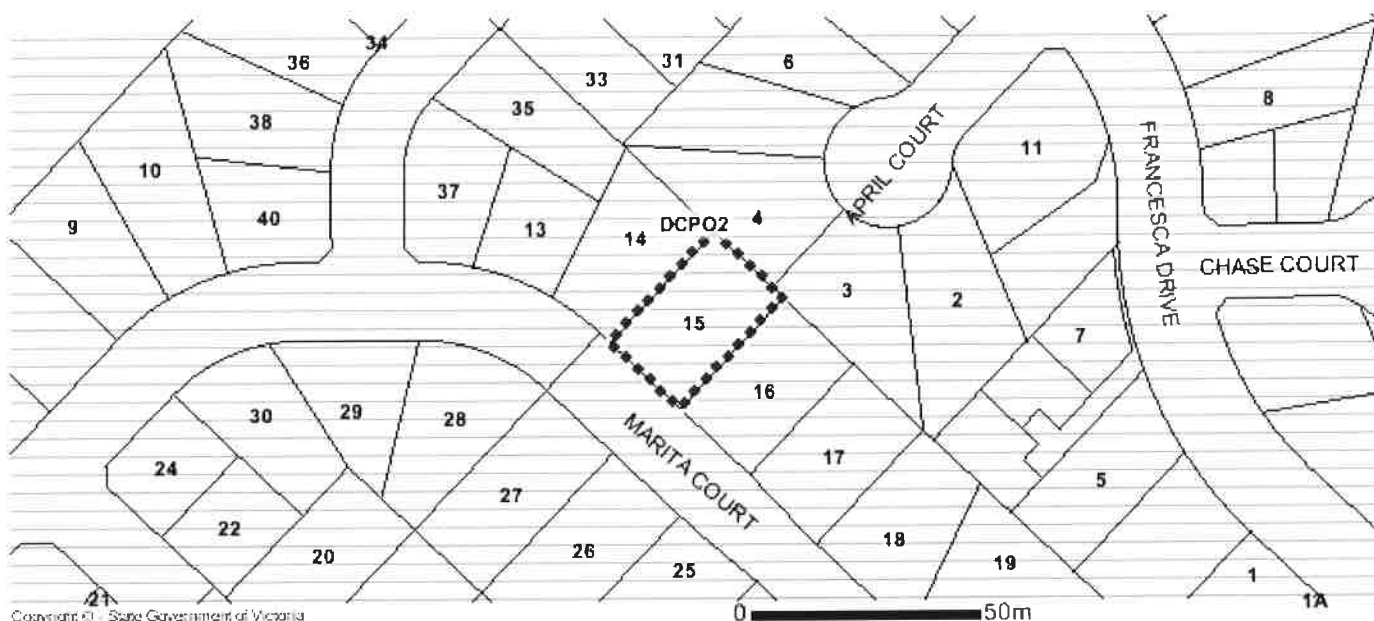
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 15 MARITA COURT IRYMPLE 3498

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

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

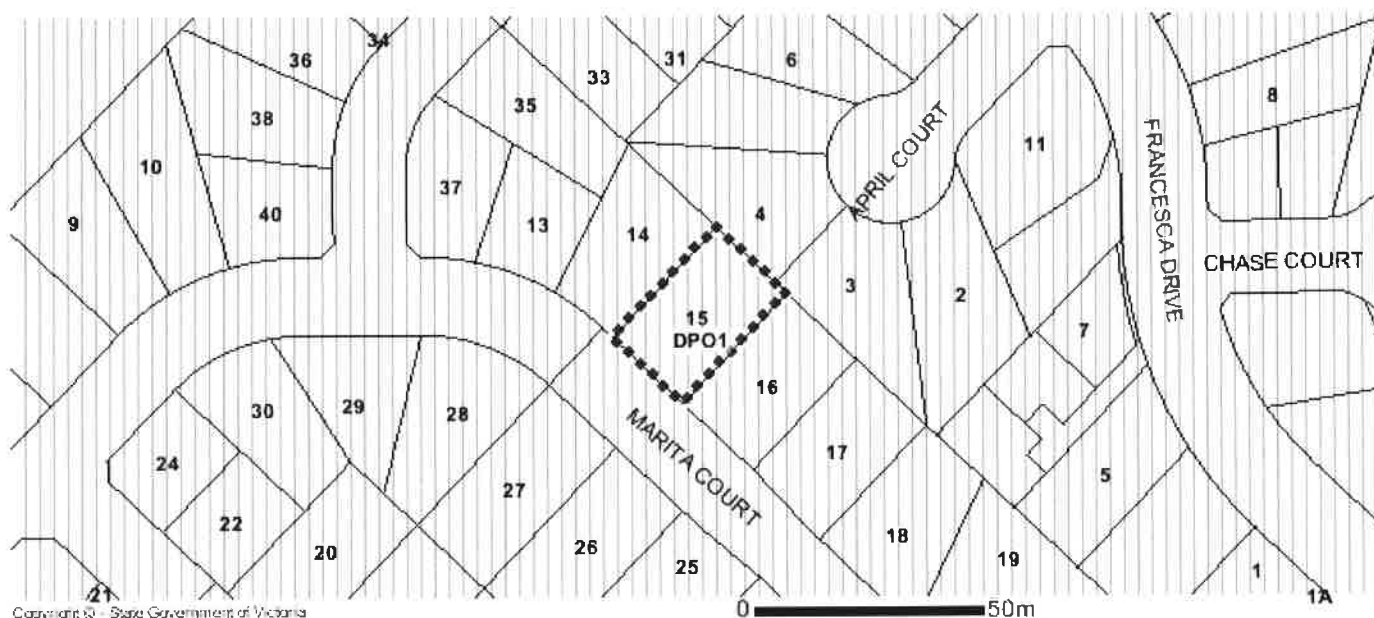


 DCPO - Development Contributions Plan

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

### DEVELOPMENT PLAN OVERLAY (DPO)

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



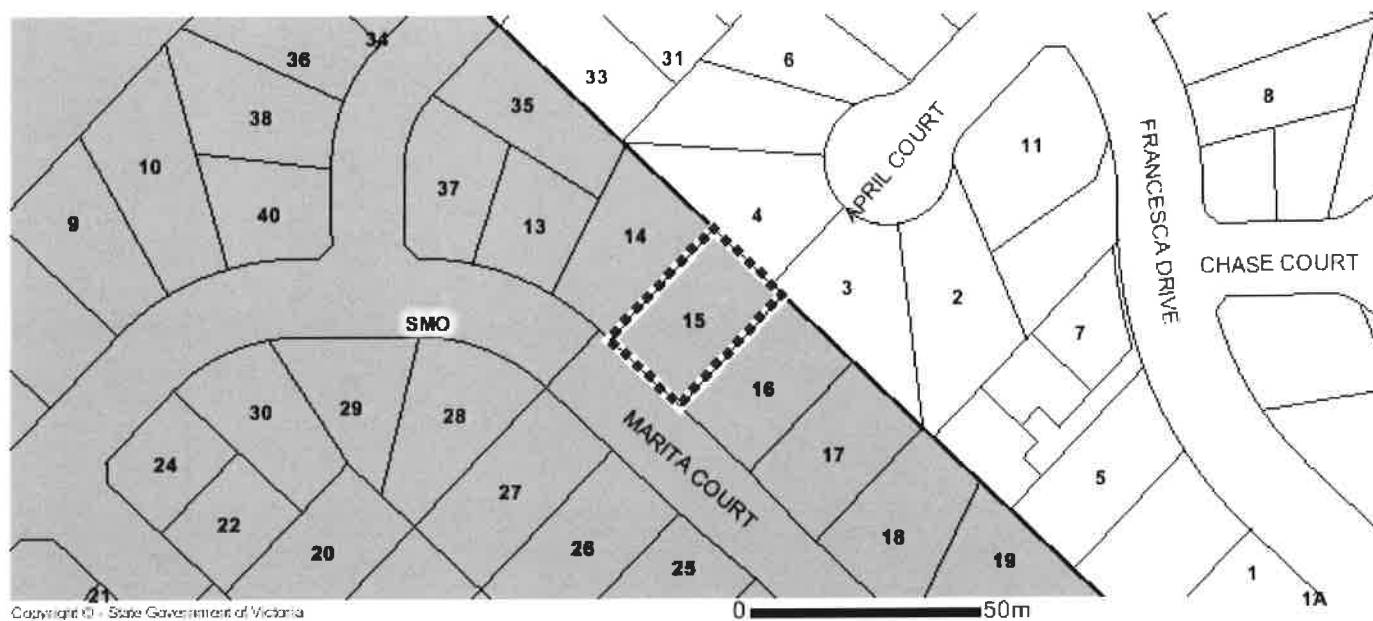
 DPO - Development Plan

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

## Planning Overlays

### SALINITY MANAGEMENT OVERLAY (SMO)

#### SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)

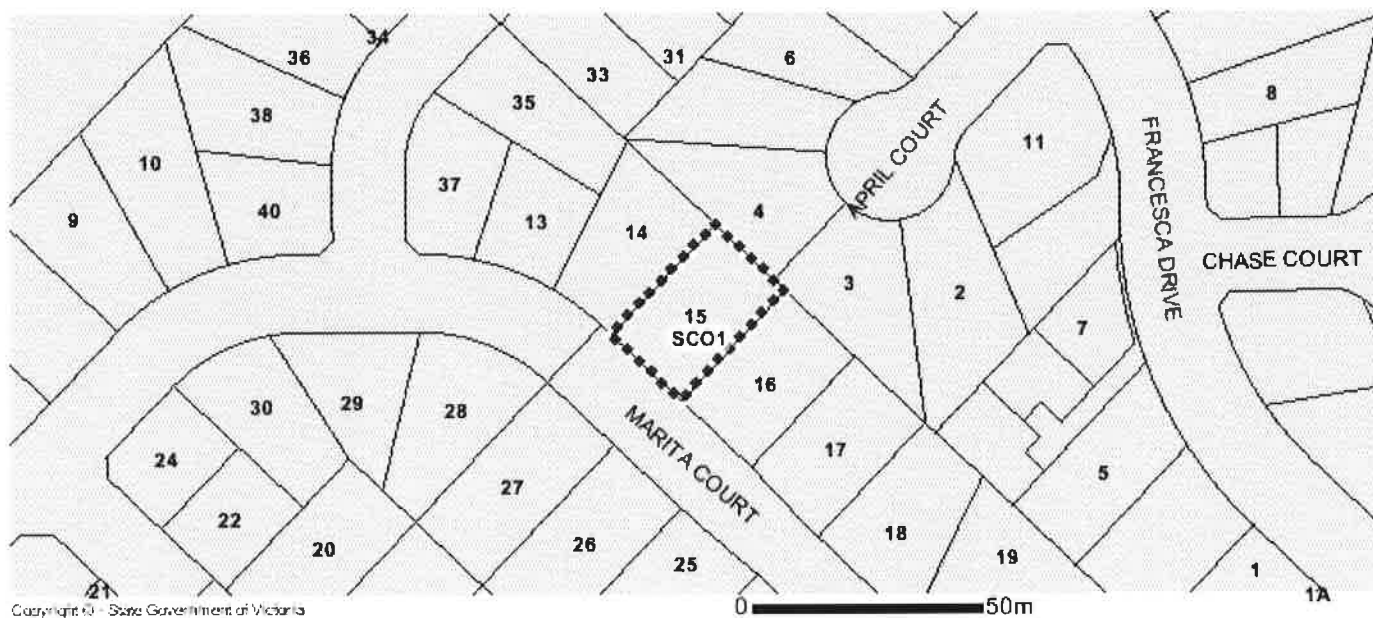


 SMO - Salinity Management

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

### SPECIFIC CONTROLS OVERLAY (SCO)

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



 SCO - Specific Controls

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

## Further Planning Information

Planning scheme data last updated on 24 February 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>

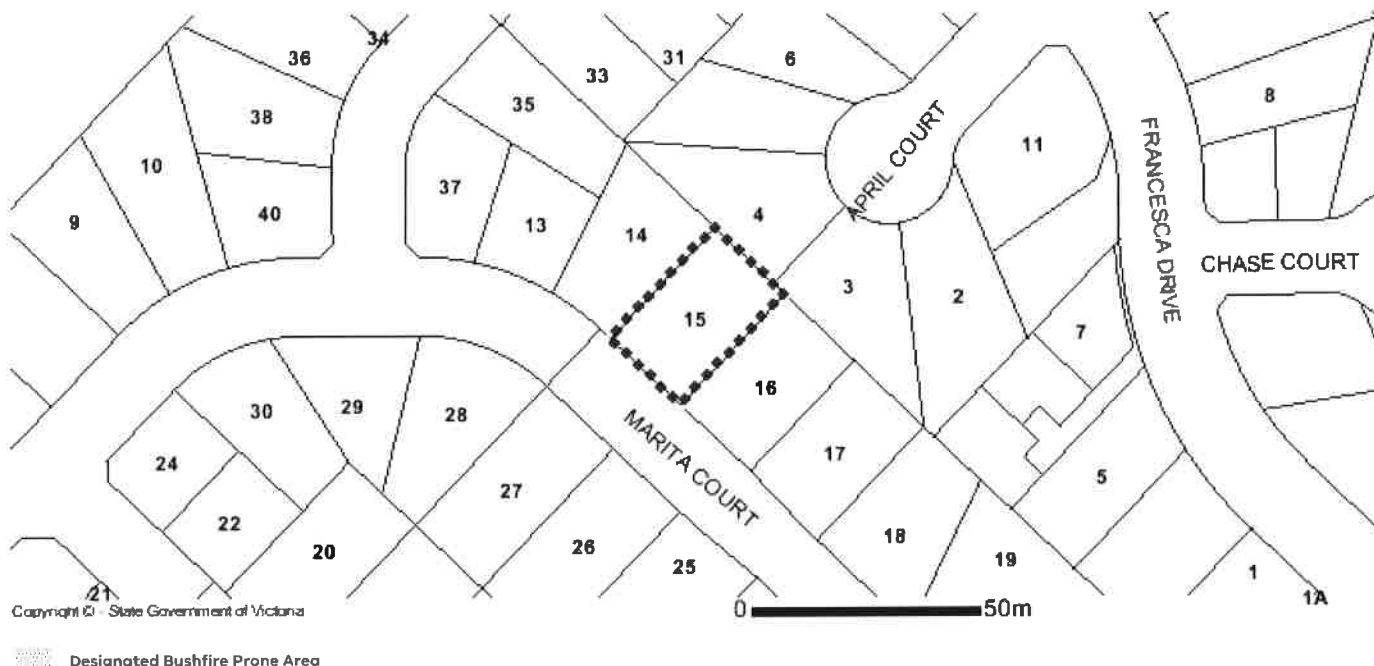
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

## Designated Bushfire Prone Area

**This property is not in a designated bushfire prone area.  
No special bushfire construction requirements apply. Planning provisions may apply.**



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

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

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

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

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

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

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



# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

## **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.