

SPECIAL CONDITIONS

The following condition is part of the contract to which this Vendors Statement is annexed and subsequently entered into between the Vendor and any Purchaser. The condition shall take effect as a Special Condition notwithstanding any conflicting General Conditions set out in or incorporated by reference to the Contract

- 1.** It is acknowledged by the Purchasers that none of the Vendors current Water Entitlements held by them is included in this sale, provided however, Water-Use Registration WUR007391, which authorises an Annual Use Limit of 1.5 megalitres on the property is included in the sale and delivery which is transferable to the Purchasers by them lodging a Form 24 with Lower Murray Water at their own cost following the completion of this sale.

2. **IF THE PURCHASER IS A COMPANY:**

The Guarantee referred to in General Condition 3 shall be in the form set out hereunder.

DATED this _____ day of _____ 2020.

1

)

)

)

**VENDOR'S STATEMENT PURSUANT TO SECTION 32
OF THE SALE OF LAND ACT 1962**

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

VENDOR **WALTER LESLIE SMITH and VALMA COLLEEN SMITH**

PROPERTY **3471 Benetook Avenue, Mildura**
 (Lot 1 on Plan of Subdivision 819479B and being the land more particularly described in
 Certificate of Title 12166 Folio 078)

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them):

(a) Their amounts are as follows:

Authority	Amount	Interest (if any)
Mildura Rural City Council- per annum 2020/21	\$1,675.82	
Lower Murray Water- Rural per qtr 2020/21	\$55.53	

(b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:

- (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
- (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

1.2 Particulars of any Charges (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge.

Nil.

1.3 Terms Contract

This section 1.3 only applies if the vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

2.2 Owner-Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner builder within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence.

Not applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is in a bushfire prone area under section 192A of the *Building Act 1993*.

3.4 Planning Scheme

The required specified information is Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge are as follows:

Nil.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

4.3 Compulsory Acquisition

The particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

5. BUILDING PERMITS

No building permits have been issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land).

6. OWNERS CORPORATION

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

7.1 Work-in-Kind Agreement

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

7.2 GAIC Recording

The land is not affected by the GAIC.

8. SERVICES

The following services are not connected to the land:

- (a) town water supply
- (b) sewerage

9. TITLE

- 9.1 Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a "diagram location" in the Statement that identifies the land and its location.

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

11. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to the purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.

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

Date of this Statement:/...../.....

Signatures of the vendor: _____
Walter Leslie Smith

Valma Colleen Smith

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

Date of this Acknowledgment: / /

Signature of the purchaser:

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

VOLUME 12166 FOLIO 078

Security no : 124087018720N
Produced 08/12/2020 02:03 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 819479B.
PARENT TITLES :
Volume 08265 Folio 159 Volume 10484 Folio 537
Created by instrument PS819479B 20/11/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
WALTER LESLIE SMITH
VALMA COLLEEN SMITH both of 3471 BENETOOK AVENUE MILDURA VIC 3500
PS819479B 20/11/2019

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT as to part AS604188J 10/10/2019
Caveator
G & I RALLI & SONS PTY LTD ACN: 070528291
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE
Parties
THE REGISTERED PROPRIETOR(S)
Date
09/10/2019
Estate or Interest
INTEREST AS CHARGE
Prohibition
UNLESS I/WE CONSENT IN WRITING
Lodged by
HOLCROFT LAWYERS
Notices to
MR MICHAEL HOLCROFT of 143 LANGTREE AVENUE MILDURA VIC 3500

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
AS530456U 13/09/2019

DIAGRAM LOCATION

SEE PS819479B 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: 3471 BENETOOK AVENUE MILDURA VIC 3500

DOCUMENT END

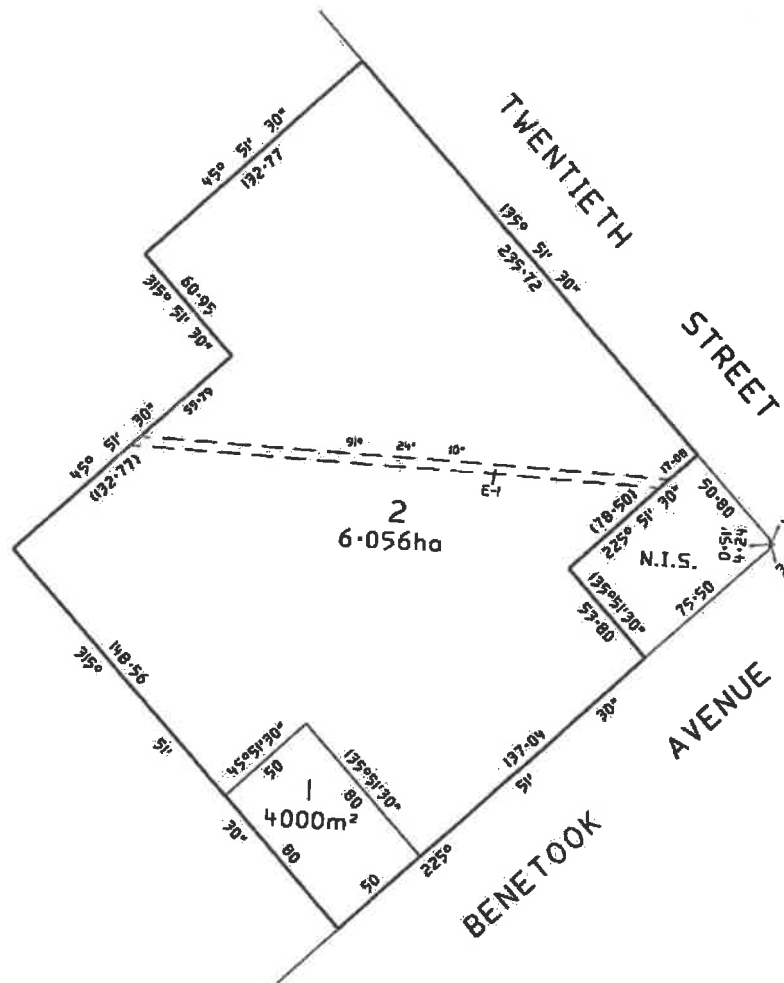
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PLAN OF SUBDIVISION		LR use only EDITION 1	PS819479B	
<p style="text-align: center;">Location of Land</p> <p>Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 10A(PART)</p> <p>Title References: Vol 10484 Fol 537 & Vol B265 Fol 159</p> <p>Last Plan Reference: TP899905V (LOT 1) & PS426815C (LOT 2)</p> <p>Postal Address: 3471 BENETOOK AVENUE MILDURA, 3500</p> <p>MGA94 Co-ordinates: E 600740 (Of approx. centre of plan) N 6208000 Zone 54</p>		<p>Council Name: Mildura Rural City Council</p> <p>Council Reference Number: 007.2018.00000265.001 Planning Permit Reference: 005.2018.00000265.001 SPEAR Reference Number: S139073C</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Natalie Jayne Dean for Mildura Rural City Council on 05/07/2019</p> <p>Statement of Compliance issued: 19/09/2019</p>		
Vesting of Roads or Reserves		Notations		
Identifier	Council/Body/Person	<p>THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 315910 AFFECT ALL LAND ON THIS PLAN.</p> <p>N.I.S. DENOTES "NOT IN SUBDIVISION"</p>		
NIL	NIL			
Notations				
<p>Depth Limitation: DOES NOT APPLY</p>				
<p>Survey:- This plan is / is not based on survey. LOT 1 AND THE CONNECTION TO TWENTIETH STREET ONLY IS SUBJECT TO THIS SURVEY. THE AREA OF LOT 2 HAS BEEN OBTAINED BY DEDUCTION.</p> <p><i>To be completed where applicable.</i></p> <p>This survey has been connected to permanent marks no(s). 74 & 369</p> <p>In Proclaimed Survey Area no. _____</p> <p>Staging This is/is not a staged subdivision Planning Permit No. 005.2018.00000265.001</p>				
Easement Information				
<p>Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)</p>				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	6	PS426815C	FIRST MILDURA IRRIGATION TRUST
<p>FREEMAN & FREEMAN LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239 EMAIL: ffsurvey@ncable.com.au</p>		<p>SURVEYORS REF : 9672</p> <p>Digitally signed by: Robert Bruce Freeman, Licensed Surveyor, Surveyor's Plan Version (1), 11/04/2019, SPEAR Ref: S139073C</p>		<p>ORIGINAL SHEET SIZE : A3</p> <p>Sheet 1 of 2 Sheets</p> <p>PLAN REGISTERED TIME: 4:28 pm DATE: 20/11/2019 Y. Cheung Assistant Registrar of Titles</p>

PS819479B

MGA94 NORTH
ZONE 54



SURVEYORS REF : 9672

FREEMAN & FREEMAN

LAND SURVEYORS

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

SCALE
1:2000

20 0 20 40 60 80
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE : A3

Sheet 2

Digitally signed by: Robert Bruce Freeman, Licensed
Surveyor,
Surveyor's Plan Version (1),
11/04/2019, SPEAR Ref: S139073C

Digitally signed by:
Mildura Rural City Council,
05/07/2019,
SPEAR Ref: S139073C



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	AS604188J
Date and Time Lodged	10/10/2019 10:29:58 AM		

Lodger Details

Lodger Code	20413J
Name	HOLCROFT LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	MBH:LD:19-0362

CAVEAT

Jurisdiction	VICTORIA
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Privacy Collection Statement

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Land Title Reference
10484/537

Caveator

Name	G & I RALLI & SONS PTY LTD
ACN	070528291

Grounds of claim

Agreement with the following Parties and Date.

Parties

The Registered Proprietor(s)

Date

09/10/2019

Estate or interest claimed

Interest as Chargee

Prohibition

Unless I/we consent in writing

Name and Address for Service of Notice

Mr Michael Holcroft



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

The applicant requests the recording of this Instrument in the Register.

Execution

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

Executed on behalf of	MILDURA RURAL CITY COUNCIL
Signer Name	ASTRID DI CARLO
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	13 SEPTEMBER 2019

File Notes:
NIL

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

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Instrument
Document Identification	AS530456U
Number of Pages (excluding this cover sheet)	12
Document Assembled	

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The document is invalid if this cover sheet is removed or altered.



MILDURA RURAL CITY COUNCIL

and

WALTER LESLIE SMITH

and

VALMA COLLEEN SMITH

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Property: Lot 1 on TP899905V; and
Lot 2 on PS426815C
Benetook Avenue, Mildura

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 488 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 F + 61 3 9609 1600 info@rk.com.au

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Ref XZM 124514-00572

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Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Address

Street Number	143
Street Name	LANGTREE
Street Type	AVENUE
Locality	MILDURA
State	VIC
Postcode	3500

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. 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.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

Executed on behalf of	G & I RALLI & SONS PTY LTD
Signer Name	TRISTRAM DAVID LOCK
Signer Organisation	HOLCROFT LAWYERS
Signer Role	LAW PRACTICE
Execution Date	10 OCTOBER 2019

File Notes:
NIL

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



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 08/12/2020 02:04:45 PM

Status	Registered	Dealing Number	AS530456U
Date and Time Lodged	13/09/2019 07:34:43 PM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	124514-00572

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

8265/159
10484/537

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MILDURA RURAL CITY COUNCIL
Address	
Street Number	76
Street Name	DEAKIN
Street Type	AVENUE
Locality	MILDURA
State	VIC
Postcode	3500

Additional Details

Refer Image Instrument

THIS AGREEMENT is made on

21 August

2019

PARTIES

- 1 **MILDURA RURAL CITY COUNCIL**
of 76 Deakin Avenue, Mildura VIC 3500
(Council)
- 2 **WALTER LESLIE SMITH and VALMA COLLEEN SMITH**
both of 3471 Benetook Avenue, Mildura VIC 3500
(Owner)

RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C The Permit was issued by the Council on 21 December 2018. Condition 7 of the Permit provides as follows:

"(7) Prior to the issue of a Statement of Compliance, the owner must enter into an agreement with the Responsible Authority in accordance with Section 173 of the Planning and Environment Act, 1987. The agreement must be to the satisfaction of the Responsible Authority and must provide for the following:

That:

- *the land may not be further subdivided, other than for a re-subdivision which is in accordance with the provisions of this incorporated document; and*
- *no further dwellings will be constructed on any lot, except for new lots created which are in accordance with the following:*
 - (a) *the new lot is at least 0.2 hectares but not greater than 2 hectares in area, and the following requirements are met:*
 - *The new lot is located within the Mildura East Growth Area or the Mildura South Growth Area (Map 2); and*
 - *the new lot is created from original lots which included an equivalent of at least 0.2 hectares but not greater than 2 hectares; and*
 - *the equivalent original lot was not encumbered by a section 173 agreement stating that no further dwelling is allowed;*
 - *the number of lots of at least 0.2 hectares but not greater than 2 hectares without an existing dwelling is not increased; and*
 - *The new lot is not located within the Mildura South By-pass Corridor (Map 2).*
 - (b) *The new lot is at least 10 hectares in area and all of the following requirements are met:*
 - *the new lot is created from original lots which included an equivalent lot of at least 10 hectares; and*
 - *the equivalent original lot was not encumbered by a section 173 agreement stating that no further dwelling is allowed; and*

- *the number of lots of at least 10 hectares without an existing dwelling is not increased.*

Any variation to an agreement prepared under section 173 of the Act, including amending or ending the agreement requires approval from the Responsible Authority and the Minister for Planning.

This agreement is to be registered on the title to all lots created in the plan of subdivision under section 181 of the Act and any cost associated with the process including preparation, lodging and checking of the agreement must be borne by the owner."

D This Agreement has been entered into in order to:

- comply with condition 7 of the Permit;
- prohibit, restrict or regulate the use or development of the Land;
- achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

E This Agreement is made under Division 2 of Part 9 of the Act.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 **Act** means the *Planning and Environment Act 1987*.
- 1.2 **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.
- 1.3 **Business Day** means Monday to Friday excluding public holidays in Victoria.
- 1.4 **Dwelling** has the same meaning as it has in the Scheme.
- 1.5 **Land** means the land within the Scheme described as:
 - 1.5.1 Lot 1 on TP89905V, being the whole of the land more particularly described in certificate of title volume 8265 folio 159; and
 - 1.5.2 Lot 2 on PS426815C, being the whole of the land more particularly described in certificate of title volume 10484 folio 537.
- 1.6 **Lot 1** means Lot 1 on the Plan.
- 1.7 **Lot 2** means Lot 2 on the Plan.
- 1.8 **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.9 **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Land or any part thereof, and includes a mortgagee in possession.

- 1.10 **Permit** means planning permit 005.2018.00000265.001 issued by Council on 21 December 2018 authorising the use and development of the Land for a two lot re-subdivision.
- 1.11 **Plan** means the plan attached as Annexure A to this Agreement.
- 1.12 **Scheme** means the Mildura Planning Scheme or any other planning scheme which applies to the Land from time to time.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 ENDING OR AMENDING

3.1 Ending or amending

This Agreement is ended or amended in accordance with the Act and requires the consent of the Minister for Planning in accordance with the Mildura Older Irrigation Area Incorporated Document as amended.

3.2 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183 of the Act to cancel or alter the recording of this Agreement on the folio of the Register for the Land.

4 OWNER'S COVENANTS

4.1 No further subdivision

Other than the subdivision allowed as a result of the Permit, Lot 1 and Lot 2 must not be subdivided other than for re-subdivision in accordance with the Mildura Older Irrigation Area Incorporated Document.

4.2 No further Dwellings

Subject to clause 4.3, other than any Dwellings existing on the Land as at the date of this Agreement, the Owner will not construct or allow to be constructed on Lot 1 or Lot 2 any further Dwelling.

4.3 Exceptions to clause 4.2

Clause 4.2 does not apply where all of the requirements set out at clause 4.3.1 or all of the requirements set out in clause 4.3.2 are met, namely:

- 4.3.1 The new lot is at least 0.2 hectares but not greater than 2 hectares in area, and all of the following requirements are met:
- (A) the new lot is located within the Mildura East Growth Area or the Mildura South Growth Area (Map 2); and
 - (B) the new lot is created from original lots which included an equivalent lot of at least 0.2 hectares but not greater than 2 hectares; and

- (C) the equivalent original lot was not encumbered by a section 173 agreement stating that no further Dwelling is allowed; and
- (D) the number of lots of at least 0.2 hectares but not greater than 2 hectares without an existing Dwelling is not increased; and
- (E) the new lot is not located within the Mildura South By-pass Corridor (Map 2).

OR

4.3.2 The new lot is at least 10 hectares in area and all of the following requirements are met:

- (A) the new lot is created from original lots which included an equivalent lot of at least 10 hectares; and
- (B) the equivalent original lot was not encumbered by a section 173 agreement stating that no further Dwelling is allowed; and
- (C) the number of lots of at least 10 hectares without an existing Dwelling is not increased.

4.4 Avoidance of doubt

For the avoidance of doubt and in addition to clause 4.11, should Lot 1 and Lot 2 be further subdivided in accordance with the Mildura Older Irrigation Area Incorporated Document per clause 4.1, the new Owner and any of their successors will comply with clauses 4.1-4.3 of this Agreement.

4.5 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.6 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.7 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, amending, ending and enforcement of this Agreement.

4.8 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.9 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.10 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.10.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.10.2 to pay to the Council on demand, the Council's reasonable costs and expenses (**Costs**) incurred as a result of the Owner's non-compliance;
- 4.10.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 4.10.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

- 4.10.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.10.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.10.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.10.8 if the Owner executes a mortgage as required by clause 4.10.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.11 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.12 Owner's warranty

The Owner warrants and covenants that:

- 4.12.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.12.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under section 106A of the *Transfer of Land Act 1958*;
- 4.12.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.12.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.12.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the

non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.4 Enforcement and severability

5.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

5.4.2 If a Court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 6.1.1 personally on the person;
- 6.1.2 by leaving it at the person's address set out in this Agreement;
- 6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 6.1.4 by facsimile to the person's current number notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 6.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 6.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;
- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;

- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 7.7.1 two or more parties; or
 - 7.7.2 a party comprised of two or more persons,
 is made or given and binds those parties or persons jointly and severally;
- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 7.13 a reference to an authority, institution, association or body (**original entity**) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED as a deed under Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by and)
on behalf, and with the authority, of the)
MILDURA RURAL CITY COUNCIL by)

.....)
in the exercise of a power conferred by)
Instrument of Delegation S6 dated)
in the presence of:

Witness

Mandy Whelan

SIGNED by **WALTER LESLIE SMITH** in the)
presence of:)

Witness

Robert Freeman

SIGNED by **VALMA COLLEEN SMITH** in)
the presence of:)

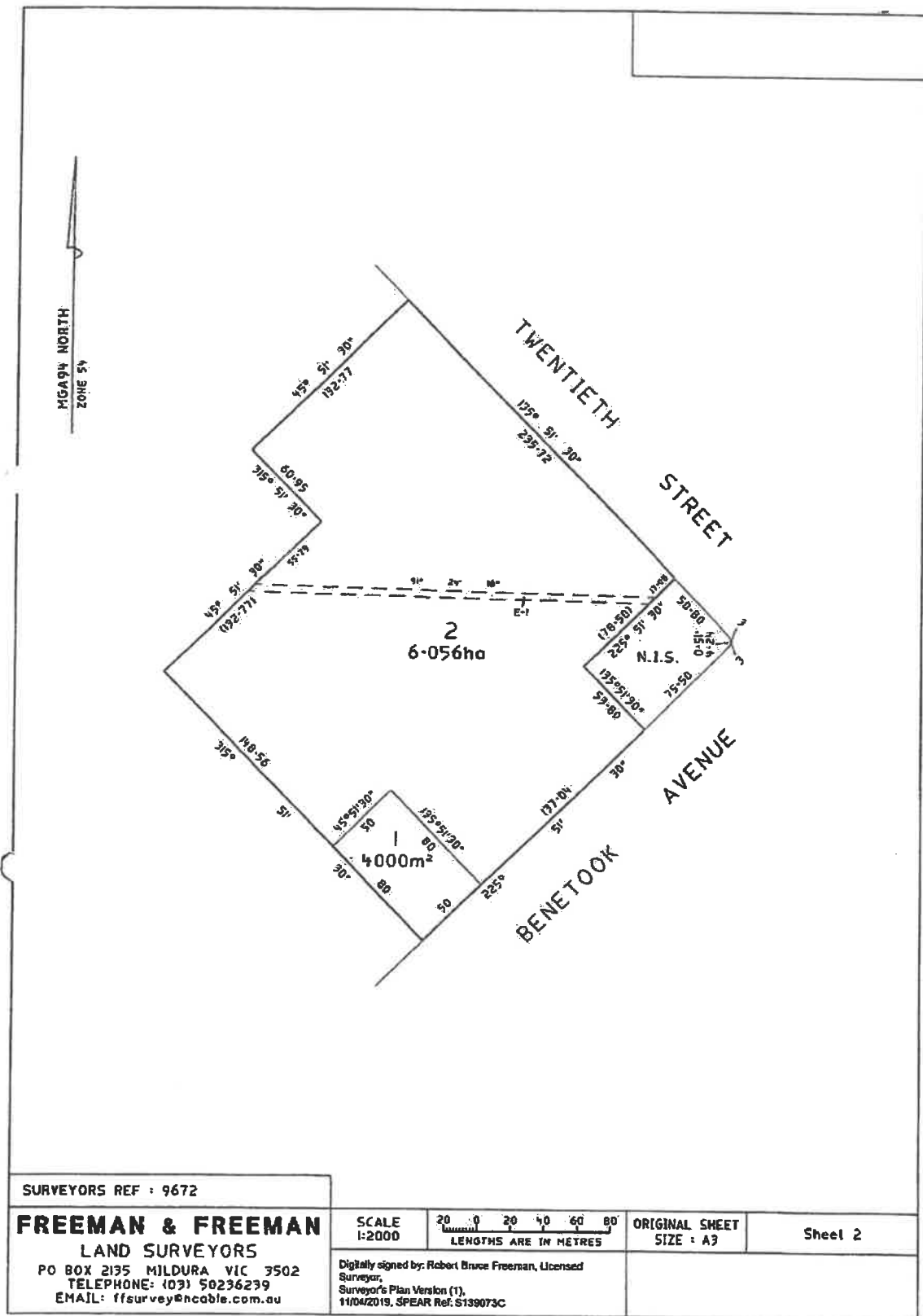
Witness

Robert Freeman

V.S.

ANNEXURE A
(copy of the Plan)

<h1 style="margin: 0;">PLAN OF SUBDIVISION</h1>		LR use only EDITION											
<p style="text-align: center;">Location of Land</p> <p>Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 10A(PART)</p> <p>Title References: Vol 10484 Fol 537 & Vol 8265 Fol 159</p> <p>Last Plan Reference: TP899905V (LOT 1) & PS426815C (LOT 2)</p> <p>Postal Address: 3471 BENETOOK AVENUE MILDURA, 3500</p> <p>MGA94 Co-ordinates: E 600740 10f approx. centre of plan) N 6208000 Zone 54</p>		<p>Council Name: Mildura Rural City Council</p> <p>SPEAR Reference Number: S139073C</p>											
Vesting of Roads or Reserves		Notations											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Identifier</th> <th style="text-align: center;">Council/Body/Person</th> </tr> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </table>	Identifier	Council/Body/Person	NIL	NIL	<p>THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 315910 AFFECT ALL LAND ON THIS PLAN.</p> <p>N.I.S. DENOTES "NOT IN SUBDIVISION"</p>								
Identifier	Council/Body/Person												
NIL	NIL												
Notations													
<p>Depth Limitation: DOES NOT APPLY</p>													
<p>Survey:- This plan is / is not based on survey. LOT 1 AND THE CONNECTION TO TWENTIETH STREET ONLY IS SUBJECT TO THIS SURVEY. THE AREA OF LOT 2 HAS BEEN OBTAINED BY DEDUCTION.</p> <p>To be completed where applicable. This survey has been connected to permanent marks no(s). 74 & 369</p> <p>In Proclaimed Survey Area no. _____</p> <p>Staging This is/ is not a staged subdivision Planning Permit No. 005.2018.00000265.001</p>													
Easement Information													
<p>Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)</p>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Easement Reference</th> <th style="text-align: center;">Purpose</th> <th style="text-align: center;">Width (Metres)</th> <th style="text-align: center;">Origin</th> <th style="text-align: center;">Land Benefited/In Favour of</th> </tr> <tr> <td style="text-align: center;">E-1</td> <td style="text-align: center;">DRAINAGE</td> <td style="text-align: center;">6</td> <td style="text-align: center;">PS426815C</td> <td style="text-align: center;">FIRST MILDURA IRRIGATION TRUST</td> </tr> </table>	Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of	E-1	DRAINAGE	6	PS426815C	FIRST MILDURA IRRIGATION TRUST			
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of									
E-1	DRAINAGE	6	PS426815C	FIRST MILDURA IRRIGATION TRUST									
<p>Freeman & Freeman LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239 EMAIL: ffsurvey@ncable.com.au</p>		<p>SURVEYORS REF : 9672</p> <p><small>Digitally signed by: Robert Bruce Freeman, Licensed Surveyor, Surveyor's Plan Version (1), 11/04/2019, SPEAR Ref: S139073C</small></p>		<p>ORIGINAL SHEET SIZE : A3</p>									
		Sheet 1 of 2 Sheets											



COPY OF RECORD IN THE VICTORIAN WATER REGISTER

WATER-USE REGISTRATION

Water Act 1989

The information in this copy of record is as recorded at the time of printing. Current information should be obtained by a search of the register. The State of Victoria does not warrant the accuracy or completeness of this information and accepts no responsibility for any subsequent release, publication or reproduction of this information.

Water-use registration WUR007391 does not remove the need to apply for any authorisation or permission necessary under any other Act of Parliament with respect to anything authorised by the water-use registration.

Water used under water-use registration WUR007391 is not fit for any use that may involve human consumption, directly or indirectly, without first being properly treated.

Water-use registration WUR007391 authorises the use of water for the purpose of watering a kitchen garden that is not more than 0.4 hectares, watering animals kept as pets, watering cattle or other stock (not including piggeries, feed lots, poultry farms or any other intensive or commercial use), dairy use, and general non-irrigation farm use, on the land described below.

Land on which water may be used

Land description

Volume 12166 Folio 078
Lot 1 of Plan PS819479B

Property address

3471 BENETOOK AVENUE, MILDURA, VIC 3500

Holder(s) of Water-Use Registration

WALTER LESLIE SMITH of PO BOX 287CP MILDURA CENTRE PLAZA VIC 3501
VALMA COLLEEN SMITH of PO BOX 287CP MILDURA CENTRE PLAZA VIC 3501

Water-Use Registration Details

Status	Active
Annual use limit	1.5 megalitres
Water share holding limit	3.0 megalitres
Licensing water authority	Lower Murray Water
Trading zone for water use	7 VIC Murray - Barmah to SA
Delivery system	First Mildura Irr. District
Related works licences	Nil
Associated water shares	WEE059473

Application History

Reference	Type	Status	Lodged date	Approved date	Recorded date
WUA701899	Issue	Approved	29 Nov 2019	29 Nov 2019	

END OF COPY OF RECORD

Property Report

from www.land.vic.gov.au on 08 December 2020 02:00 PM

Address: 3471 BENETOOK AVENUE MILDURA 3500

Lot and Plan Number: Lot 1 PS819479

Standard Parcel Identifier (SPI): 1\PS819479

Local Government (Council): MILDURA **Council Property Number:** 19212

Directory Reference: VicRoads 3 C6

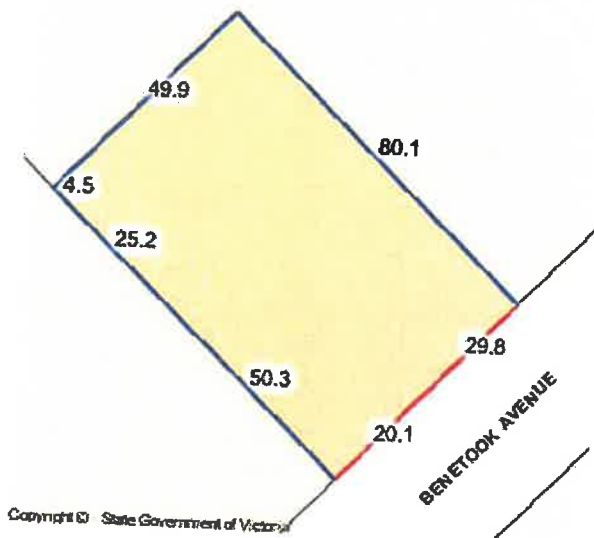
This property is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

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

Site Dimensions

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



Area: 3992 sq. m

Perimeter: 260 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MILDURA

Utilities

Rural Water Corporation: Lower Murray Water

Urban Water Corporation: Lower Murray Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: FARMING ZONE (FZ)

SCHEDULE TO THE FARMING ZONE (FZ)

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4 (ESO4)

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 4 December 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is **NOT** a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

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

The Planning Property Report includes separate maps of zones and overlays

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

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

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

Area Map



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3471-BENETOOK-AVENUE-MILDURA-DETAILED-PROPERTY-REPORT

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 08 December 2020 02:00 PM

PROPERTY DETAILS

Address: **3471 BENETOOK AVENUE MILDURA 3500**
Lot and Plan Number: **Lot 1 PS819479**
Standard Parcel Identifier (SPI): **1\PS819479**
Local Government Area (Council): **MILDURA**
Council Property Number: **19212**
Planning Scheme: **Mildura**
Directory Reference: **VicRoads 3 C6**

www.mildura.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/mildura

UTILITIES

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

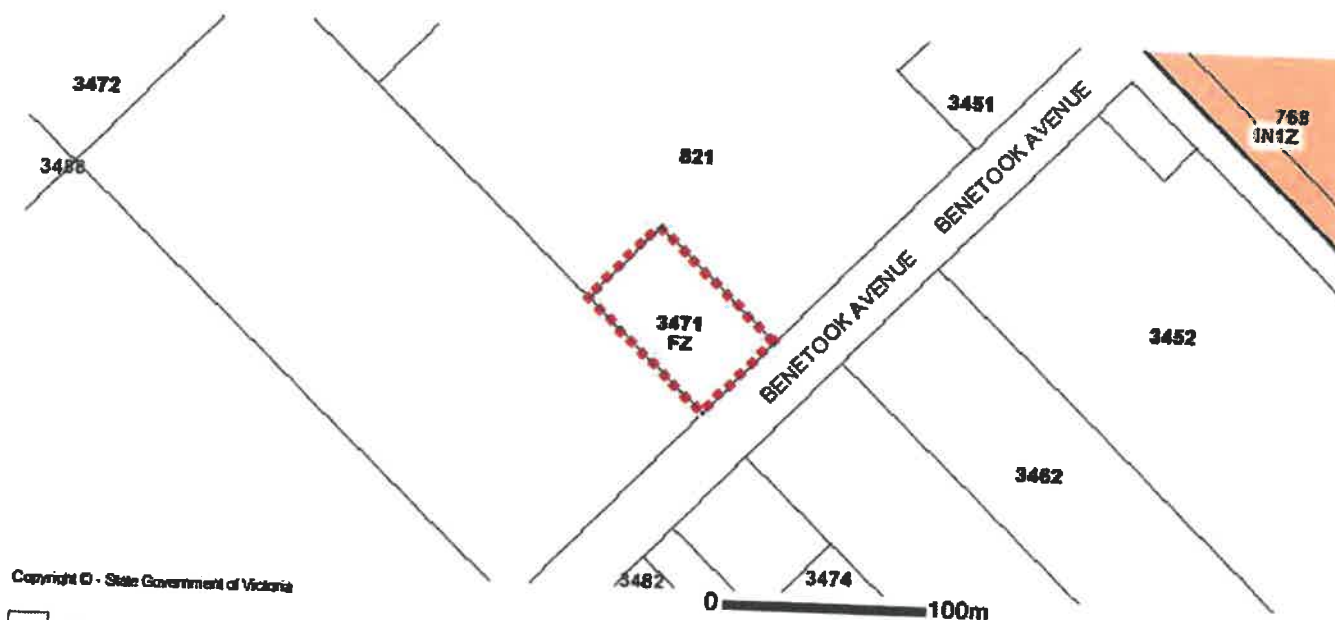
STATE ELECTORATES

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

Planning Zones

FARMING ZONE (FZ)

SCHEDULE TO THE FARMING ZONE (FZ)



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☐ FZ - Farming

☐ IN1Z - Industrial 1

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

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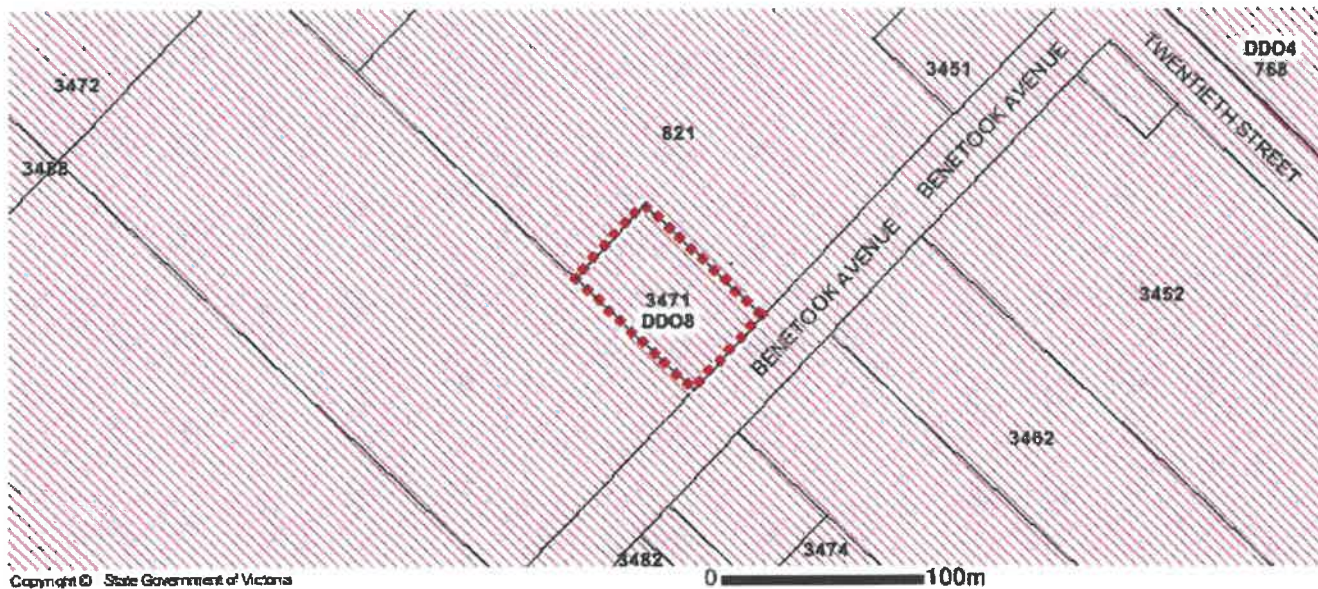
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1982 (Vic).

PLANNING PROPERTY REPORT: 3471 BENETOOK AVENUE MILDURA 3500

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)

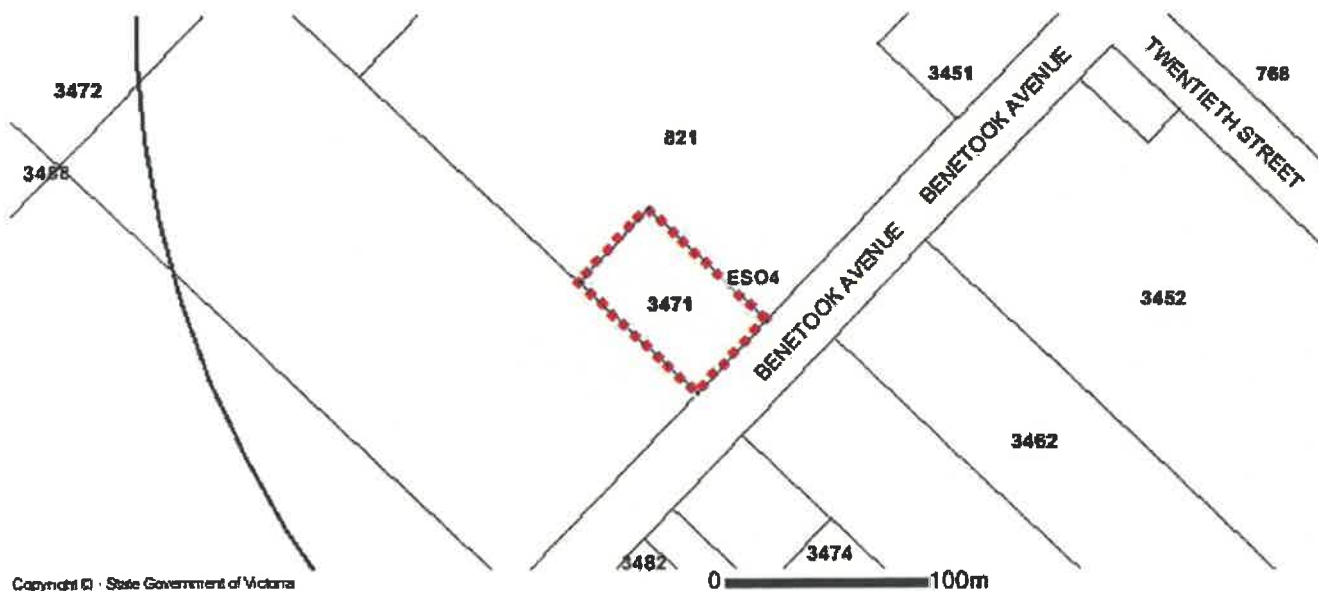


DDO - Design and Development

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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4 (ESO4)



ESO - Environmental Significance

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

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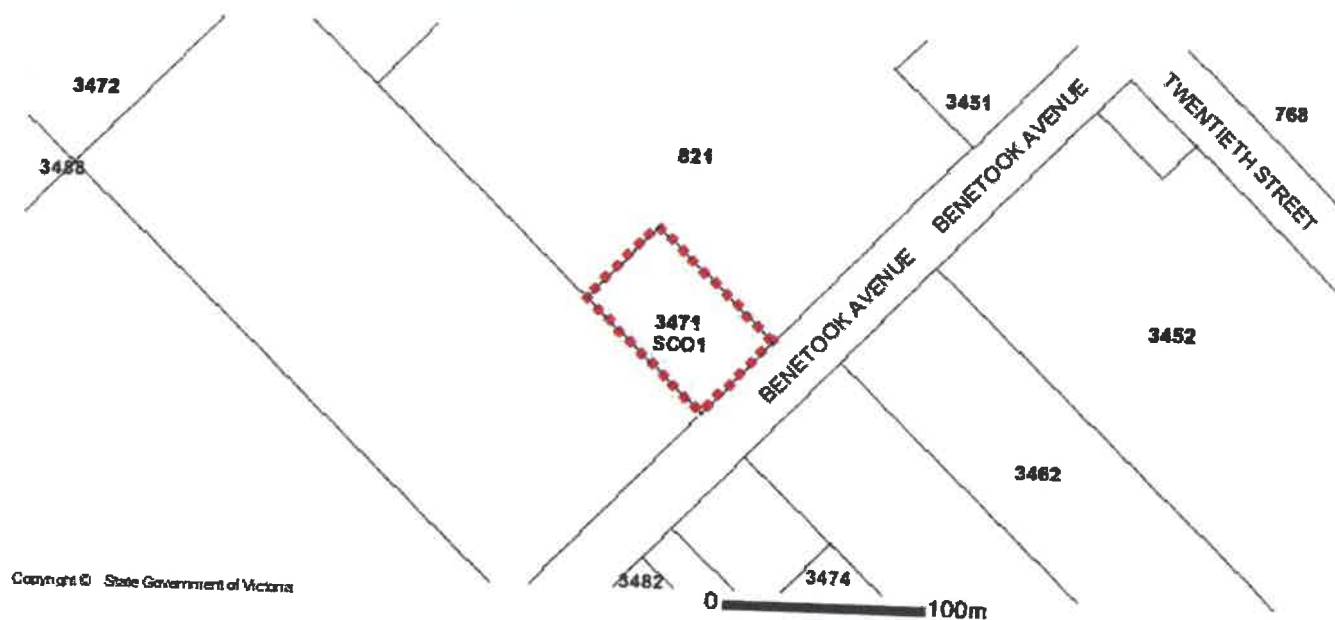
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Planning Overlays

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 4 December 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

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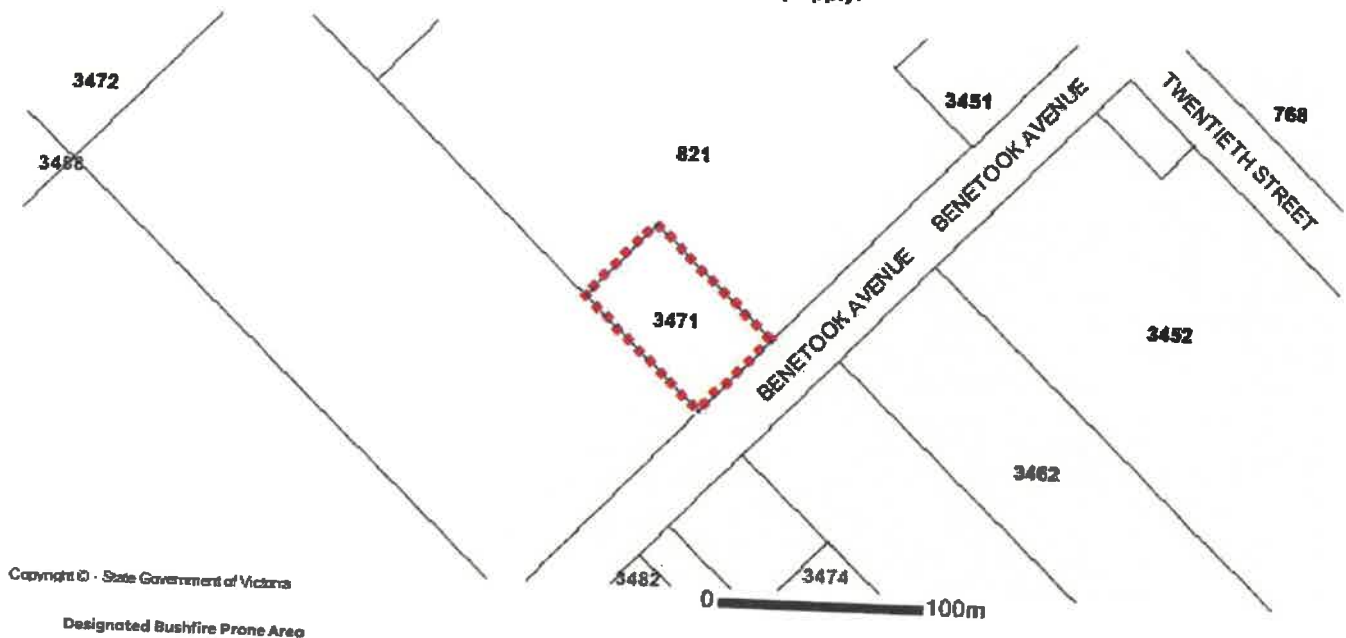
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PLANNING PROPERTY REPORT: 3471 BENETOOK AVENUE MILDURA 3500

Designated Bushfire Prone Area

**This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.**



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

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

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

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

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

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

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

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PLANNING PROPERTY REPORT: 3471 BENETOOK AVENUE MILDURA 3500

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

DATED

2020

WALTER LESLIE SMITH
and
VALMA COLLEEN SMITH

VENDOR'S STATEMENT

Property
3471 Benetook Avenue, Mildura

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