

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

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

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

PROPERTY:	17 Explorer Drive, Mildura			
VENDOR'S NAME:	Gary Laurence Davidson			
VENDOR'S SIGNATURE:				
DATE: 22.9.2021				
PURCHASER'S NAME:				
PURCHASER'S SIGNATURE:				
DATE				

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

Vendor:

Gary Laurence Davidson

OF 552 Deakin Avenue, MILDURA, VIC, 3500

Property:

17 Explorer Drive, Mildura

BEING Lot 2 on Plan of Subdivision No. 423098V AND BEING the land contained in Certificate of Title

Volume 10681 Folio 306

1. Financial matters in respect of the land

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

(a) are as follows:

<u>Authority</u> <u>Amount</u> <u>Interest</u>

Mildura Rural City Council
 Lower Murray Water- Urban

\$1,979.61 per annum 2021/2022

\$ 174.22 per quarter 2021/2022 (tariff only)

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows: Usual Adjustment of outgoings and water by measure

- (a) Their total does not exceed \$
- (b) The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:
- (c) The Purchaser may be liable for ongoing Lower Murray Water charges that are applicable to water righted land. Refer to information statement attached hereto for information.
- (d) The parties acknowledge that the Purchaser will be responsible for the payment of any charges and fees in relation to continuing the Lower Murray Water Authority water connection and also the installation and supply of a Lower Murray Water meter (if required).

2. Insurance details in respect of the land

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

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

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

No such insurance has been effected.

Particulars of vendor's required insurance:

Version: 1 October 2014

3. Matters relating to land use

(a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

(i) Description: See attached copy Title

- (ii) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: None known to the Vendor
- (b) This land is not within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*
- (c) There is access to the property by road.
- (d) In the case of land to which a planning scheme applies a statement specifying—

(i) name of the planning scheme: See attached

(ii) name of the responsible authority: See attached

(iii) zoning of the land: See attached

(iv) name of any planning overlay affecting the land: See attached

(v) Salinity - See attached

(e) Tenancy Agreement - See attached

4. Notices made in respect of land

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

Is contained in the attached certificate/s and/or statement/s. Is as follows:

None to the Vendor's knowledge

(b) Whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

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

Is as follows:

None to the Vendor's knowledge

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

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

Is as follows:

None to the Vendor's knowledge

5. Building permits

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

No such Building permit has been granted to the Vendor's knowledge Is contained in the attached certificate/s.

Is as follows:

Version: 1 October 2014

6. Information relating to any Owners Corporation

The land is affected by an Owners Corporation within the meaning of the Owners Corporations Act 2006.

- (a) Unless paragraph (b) below applies
 - either-
 - (A) specify the information prescribed for the purposes of section 151(4)(a) of the Owners Corporations Act 2006 relating to the Owners Corporation; or
 - (B) (i) attach a copy of the current Owners Corporation certificate issued in respect of the land under section 151 of the Owners Corporations Act 2006; and
 - (ii) attach a copy of the documents specified in section 151(4)(b)(i) and (iii) of the Owners Corporations Act 2006 that are required to accompany an Owners Corporation certificate under that Act; or
- (b) If the Owners Corporation is inactive, specify the Owners Corporation is inactive as the Owners Corporation HAS NOT in the previous 15 months:-
 - (i) had an annual general meeting;
 - (ii) fixed any fees; and
 - (iii) held any insurance.

7. Growth areas infrastructure contribution

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

Particulars of work-in-kind agreement: Is contained in the attached certificate/s and / or notice/s:

8. Disclosure of non-connected services

The following services are not connected to the land-

- (a) electricity supply;
- (b) gas supply; Bottled Gas
- (c) water supply;
- (d) sewerage;
- (e) telephone services.

9. Evidence of title

Attached are copies of the following document/s concerning Title:

(a) in the case of land under the *Transfer of Land Act 1958*, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;

(b) in any other case, a copy of

(i) the last conveyance in the chain of title to the land; or

(ii) any other document which gives evidence of the vendor's title to the land;

(c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;

(d) in the case of land that is subject to a subdivision-

(i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or

(ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan; (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988 –

(i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and

(ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and

(iii) Details of any proposals relating to subsequent stages that are known to the vendor; and

(iv)A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision.

(f) In the case of land that is subject to a subdivision and in respect of which a further plan within—the meaning of the **Subdivision Act 1988** is proposed—

(i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or

(ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

10. DUE DILIGENCE CHECKLIST:

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

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS:

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

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

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 10681 FOLIO 306

Security no : 124092520126Y Produced 16/09/2021 04:05 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 423098V. PARENT TITLE Volume 10374 Folio 874 Created by instrument PS423098V 11/10/2002

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor
GARY LAURENCE DAVIDSON of 552 DEAKIN AVENUE MILDURA VIC 3500
AK684539X 29/10/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ912710H 14/09/2012 COMMONWEALTH BANK OF AUSTRALIA

COVENANT V578109A 11/08/1998

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 T226672M 01/08/1994

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987 T322064K 23/09/1994

DIAGRAM LOCATION

SEE PS423098V 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: 17 EXPLORER DRIVE MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control $\,$ 15940N COMMONWEALTH BANK OF AUSTRALIA Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by OWNERS CORPORATION 1 PLAN NO. PS423098V

DOCUMENT END

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	Location of Land					T		cil Certification a	nd Endorsement		LTO use only	
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	200.0	Township:				l 1.		rtified under sectio	n 6 of the Subdivisi	lon	Received	
	Section:						Act 1988			W-00000-000	Date: 27/6/2002	
	Crown Allotment: Crown Portion: 2 (PART)					2.	2. This plan is certified under section 11(7) of the Subdivision Act 1988				I/TO use only	
							Date of original certification under section 6//				PLAN REGISTERED	
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	Vol	eferences: Fol					of the Subdivision Act 1988.				DATE //1/92002_	
	101	101					Open Space:		21 162 12		Assistant Registrar of Titles	
	Last p	lan referen	ce: PS	413823B(LOT 311	(6)	(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.				Notations	
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PS423098V

FOR CURRENT BODY CORPORATE DETAILS SEE BODY CORPORATE SEARCH REPORT

Sheet 2



Department of Environment, Land, Water & **Planning**

Owners Corporation Search Report

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Produced: 16/09/2021 04:08:44 PM	5556 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	OWNERS CORPORATION 1 PLAN NO. PS423098V		
The land in PS423098V is affected by 1 Owners Corporation(s)				
Land Affected by Owners Corporation: Common Property 1, Lots 1, 2.				
Limitations on Owners Corporation: Unlimited				
Postal Address for Services of Notices: 17 BURKE COURT MILDURA VIC 3500				
PS423098V 11/10/2002				
Owners Corporation Manager: NIL				
Rules: Model Rules apply unless a matter is provided for in Owners Corpor	ration Rules. See Section 139(3) Owner	s Corporation Act 2006		
Owners Corporation Rules: NIL				
Additional Owners Corporation Information: NIL				
Notations: NIL				
Entitlement and Liability: NOTE – Folio References are only provided in a Premium Report.	_			
Land Parcel	Entitlement	Liability		
Common Property 1	0	0		
Lot 1	50	50		
1-42	50	50		

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



100.00

50

100.00

Lot 2



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1 PLAN NO. PS423098V

Statement End.



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TRANSFER OF LAND	V578109A		
TRANSFER OF LAND	110898 0910 45 41		
Section 45 Transfer of Land Act 1938	MANAGE AND CONTRACTOR OF THE PARTY OF THE PA		
Lodged by: Name:			
Phone			
Mddlessel Australia Dank Limited 2000	MADE AVAILABLE/CHANGE CONTROL		
Ref.:Customer Code:	Land Titles Office Use Only		
	and transfers to the transferse the artists and		
The transferor at the direction of the directing party (if interest specified in the land described for the consideration—together with any easements created by this transfer;—subject to the encumbrances affecting the land including before the lodging of this transfer; and—subject to any easements reserved by this transfer or rest pursuant to statute and included in this transfer.	expressed— any created by dealings lodged for registration		
Land: (volume and folio reference)	IMAGED		
Volume 10374 Folio 874			
Estate and Interest: (e.g. "all my estate in fee simple")			
all its estate in fee simple			
Consideration:			
\$41,000.00			
Transferor: (full name)			
DUNNING DEVELOPMENTS PTY. LTD.			
Transferce: (full name and address including postcode)			
MILDURA BUILDING DEVELOPERS PTY. LTD. A.C.N. 082 209 185 of 152 Lime Avenue Mildura 35	00		
Directing Party: (full name)			
Creation and/or Reservation and/or Covenant: AND THE SAID MILDURA BUILDING DEVELOPERS PTY. LTD. for themselves and their transferres 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 <u>Dunning Developments</u> . Pty. Ltd. and the other registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and every part thereof (other than the land hereby transferred) as follows: 1. With the exception of Lots 31, 32, 43, 50, 55 & 61 on the said Plan of Subdivision they will not erect or cause or suffer to be erected upon the said lot more than one main building which shall not be less than one hundred and twenty square metres (120m²) in floor area and that such building shall not be other than a building that is a Class 1a(i) Building as defined in Part A3.2 of the Building Continued on T2 Page 2			
Approval No. 002926L ORDER TO REGISTER	SEAMPETITEV-HSE-ONLY		
Please register and issue title to	S FAME INTERPRETATION D		
Transfer and issue the to	0784-		
ZKA.	WHOMSAUTHOUNDERN 196730785		
Signed Cust. Code:	DATE 10, 8, 98		
Signed Cust. Code:	ETANE'S ACT 1060		
VETORIL	WATERIAS ATTORNOS PARTES		
THE BACK OF THIS FORM M	UST NOT BE USEDAUSDOCORRO LYIA		

Code of Australia 1990 as amended and that such building and lot or any part thereof shall not be registered under the provisions of the Subdivision Act 1988 or any

amendment, modification or re-enactment of or substitution of Act.
They will not erect or cause or suffer ro be erected upon the said lot 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 be extended to mean mud-brick), brick veneer or stone and shall not roof such dwelling with material other than tiles, colourbond steel or zinc aluminium and that any roof shall not be pitched at an anyle less than ten degrees.

3. They will not erect or cause or suffer to be erected on the said lot any transportable, prefabricated or moveable dwelling house or any existing dwelling house moved in whole or in part from another site or place of construction.

4. They will not erect or cause or suffer to be erected on the rear boundary or the side boundary to a point adjacent to the front alignment of any dwelling constructed on the said lot any fence other than a fence of a minimum height of 1.65 metres of zincalume steel panel type construction with an oven baked exterior finish such as colourbond.

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

Dated: 6TH AUGUST 1998

Execution and attestation:

PTY. SUD. by its Attorney BRYAN BYRNES under Power of Attorney dated the llth day of Jose 1998 in the presence of:

Witness

THE COMMON SEAL of MILDURA BUILDING
DEVELOPERS PTY. LTD. is hereto affixed in
accordance with its Articles of Association
by a person who is a Sole Director and Sole
Secretary of the company in the presence of:

THE COMMON SEAL of DUNNING DEVELOPMENTS PTY.)
LTD. is hereto affixed in accordance with its)
Articles of Association by a person who is a)
Sole Director and Sole Secretary of the componey)
in the presence of:

Sole Director and Sole Sec

Approval No. 002926L

T2 Page 2

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OF





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T322064K

T322064K

Lodged

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 Title to the land referred to:

LAND:

Being Lot 16 Section 49 Block F on Plan of Subdivision No.

2380 Parish of Mildura and being the land described in Certificates of Title Volume \$459 Follows 074 AND 075 ASSESSED 10185

ADDRESS OF LAND:

San Mateo Avenue, Mildura South

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RESPONSIBLE **AUTHORITY:**

THE PRESIDENT COUNCILLORS AND RATEPAYERS OF THE

SHIRE OF MILDURA of PO Box 366, trymple, 3498 of Fifteenth

Street, Trymple, 3498

PLANNING SCHEME:

MILDURA SHIRE PLANNING SCHEME

AGREEMENT DATE:

14 Jan 1974

ACREEMENT WITH:

FELICE ALESSI and TERESA ALESSI both of San Mateo Avenue

Mildura South

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

Signature for the Responsible Authority.

Name of Officer

CATHCART

Date

JULY 1994

- Marie Marie College

JOSE TEREBRIG

1

THE COUNCIL OF THE SHIKE OF MILDURA

- AND -

FELICE ALESSI and TERESA ALESSI - LOT 16

AGREEMENT

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

Phone (050) 23 7900 KEM:KMB

. . 1

THIS AGREEMENT is made the

MARCON ELECTION OF THE PARTY OF

14

day of ______

1991

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 -

FELICE ALESSI and TERESA ALESSI both of San Mateo Avenue, Mildura South in the State of Victoria ("the Owners")

of the Other Part

WHEREAS:

- A. The owners are registered or entitled to be registered as the proprietor of the land situate at San Mateo Avenue, Mildura South in the State of Victoria being Lot 16 Section 49 Block F on Plan of Subdivision No. 2380 Parish of Mildura County of Karkarooc and being the land described in Certificate of Title Volume 5149 Folio 749 "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 to subdivide the land into two allotments in accordance with the Plan submitted with the Application.
- D. On the 15th August, 1989 the Council issued Permit Numbered D281/89 ("the Permit") for the proposed development subject to the conditions contained therein.
- E. Condition 7 of the Permit provides:
 - "7. Full cost footpath, kerb and channel construction and road widening agreements to be entered into with the responsible authority for the construction works along the San Mateo Avenue frontage of Lot 1 prior to the plan of subdivision being sealed.

- F. The Council and the Owners 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 Commonwealth Trading Bank of Australia is the Mortgagee under Mortgage No. F574484 which encumbers the said land.

NOW THIS ACREEMENT 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 owners with the intent that they covenant hereunder shall run with the subject land HEREBY COVENANTS AND AGREES that they will:

- comply with and carry out the conditions of the Permit;
- 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 kerb and channel and road widening along the San Mateo Avenue frontage of the subject land;
- 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;

William The Committee of the Committee o

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

Consideration of the contract of

e. Upon the carrying our 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

Elizabeth & Laffie PRESIDENT

...COUNCILLOR

GENERAL MANAGER

A STATE OF THE STATE OF THE STATE OF

SIGNED SEALED AND DELIVERED by the

said FELICE ALESSI and TERESA ALESSI in the

ne 1 Zeresa Alessi

presence of:

WITNESS

Planning & Environment Act 1987

LANNING PERMIT

Permit No.
Application No.

D281/89 TP 640/51.890/P ALESSI

Mildura Shire Planning Scheme Responsible Authority: Shire of Mildura

ADDRESS OF THE LAND.

LOT 16, SECTION 49, BLOCK F, PARISH OF MILDURA - SAN MATEO AVENUE, MILDURA SOUTH

THE PERMIT ALLOWS

TWO LOT SUBDIVISION IN URBAN ZONE

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT.

- All sullage and other wastes to be contained on and disposed of within the allotment so as to cause no detriment to adjoining properties.
- This permit shall have no force or effect unless soil percolation tests have been carried out in a manner to the satisfaction of the Responsible Authority to show that the size of the allotments created can comply with condition 1 above.
- 3. Provision shall be made for the transfer to Council of a cash contribution equivalent to one-twentieth part of the total area of land being subdivided (Lot 1 only) for a place of public resort and recreation, as per Section 569B(8A) of the Local Government Act 1958.
- 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, electricity supply and telephone retigulation 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 Regulations 1983, 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.

The issue of this permit does not obviate the necessity for complying with the requirements of any other authority pursuant to any statute or regulation.

Date issued...15 August, 1989

Signature for the Responsibile Authority.

NEIL MCGAFFIN

Planning and Chempament Regulation 1964 Form 4.4

TOWN PLANNER

Application No. TP 640(51-890/P PAGE 2

LRMIT NO. D281/89

onditions continued:

- Full cost footpath, kerb and channel construction and road widening agreements to be entered into with the Responsible Authority for the construction works along the San Mateo Avenue frontage of Lot 1, prior to the plan of subdivision being sealed.
- This permit shall have no force or effect unless the applicant provides a signed undertaking in a manner to the satisfaction of the Responsible Authority that the allotments hereby created shall be connected to sewerage when the sewerage disposal system is available.
- Headworks charges for Lot I only, shall be paid to the Shire of Mildura at a rate to be determined by the Responsible Authority prior to the signing and sealing of the plan of subdivision.
- O. All existing drainage contained within the residential allotment shall be disconnected from the existing drainage system for the horticultural property, unless there is a community drainage scheme in effect, in such a manner as to prevent drainage water entering onto or seeping under the residential allotment, and shall be diverted via closed conduit to the legal point of discharge, in such a manner as to not cause any detriment to the residential allotment so created.
- Evidence shall be submitted to the Responsible Authority to verify that the above works have been carried out prior to the plan of subdivision being sealed by the Council of the Shire of Mildura.
- 2. Any future dwelling to be located not closer than 6m. to the road alignment.

15 August, 1989

NEIL MCGAFFIN TOWN PLANNER

MORTGAGEES CONSENT

The Commonwealth Trading Bank of Australia being registered as the proprietor of a Mortgage No. F574484 which encumbers the subject land HEREBY CONSENTS to the Owners entering into the within Agreement.

DATED this

day of

1991.

Delivered by LANDATA®, Binestangs 18/09/2021 18/09. Page 1 of 18

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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 Title to the land referred to:

LAND:

Being Lot 17 Section 49 Block F on Plan of Subdivision No. 2380 and being the land described in Certificate of Title Volume

NOW=10185-586+587 8950 Folio 427

ADDRESS OF LAND:

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:

why lague:

AGREEMENT WITH:

FELICE ALESSI and TERESA ALESSI both of San Mateo Avenue

Mildura South

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

Signature for the Responsible Authority

Name of Officer

Date

JULY 1994

Milatin Director

THE COUNCIL \$53 TEZEB572M

OF MILDURA

- AND -

FELICE ALESSI and TERESA ALESSI - LOT 17

AGREEMENT

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

Phone (050) 23 7900 KEM:KMB

THIS AGREEMENT is made the

14

day of

-J. .--

1997

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 -

<u>FELICE ALESSI</u> and <u>TERESA ALESSI</u> both of San Mateo Avenue, Mildura South in the State of Victoria ("the Owners")

of the Other Part

WHEREAS:

- A. The owners are registered or entitled to be registered as the proprietor of the land situate at San Mateo Avenue, Mildura South in the State of Victoria being Lot 17 Section 49 Block F on Plan of Subdivision No. 2380 Parish of Mildura County of Karkarooc and being the land described in Certificate of Title Volume 8950 Polio 427 "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 to subdivide the land into two allotments in accordance with the Plan submitted with the Application.
- D. On the 15th August, 1989 the Council issued Permit Numbered D280/89 ("the Permit") for the proposed development subject to the conditions contained therein.
- E. Condition 7 of the Permit provides:
 - *7. Full cost footpath, kerb and channel construction and road widening agreements to be entered into with the responsible authority for the construction works along the San Mateo Avenue frontage of Lot 1 prior to the plan of subdivision being sealed.

expense of the Contract of the part

- F. The Council and the Owners 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 Commonwealth Trading Bank of Australia is the Mortgagee which has an unregistered Mortgage which encumbers the said land.

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

- a. comply with and carry out the conditions of the Permit;
- 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 kerb and channel and road widening along the San Mateo Avenue frontage of the subject land;
- 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;

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

MARKET STREET

e. Upon the carrying our 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		
COUNCILLORS AND RATEPAYERS	OF	1
THE SHIRE OF MILDURA was	A.	}
hereunto affixed in the presence of:		1

W.....PRESIDENT

COUNCILLOR

.....GENERAL MANAGER

1.24

SIGNED SEALED AND DELIVERED by the

said FELICE ALESSI and TERESA ALESSI in the

presence of:

MYPNIEG

J. Herra Alersi



Planning & Environment Act 1987



Permit No. D280/89
Application No. TP 641/51.900/P

Mildura Shire Planning Scheme Responsible Authority: Shire of Mildura

ADDRESS OF THE LAND.

LOT 17, SECTION 49, BLOCK F, PARISH OF MILDURA - SAN MATEO AVENUE, MILDURA SOUTH

THE PERMIT ALLOWS

TWO LOT SUBDIVISION IN URBAN ZONE

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT.

- All sullage and other wastes to be contained on and disposed of within the allotment so as to cause no detriment to adjoining properties.
- This permit shall have no force or effect unless soil percolation tests have been carried out in a manner to the satisfaction of the Responsible Authority to show that the size of the allotments created can comply with condition 1 above.
- Provision shall be made for the transfer to Council of a cash contribution equivalent to one-twentieth part of the total area of land being subdivided (Lot 1 only) for a place of public resort and recreation, as per Section 569B(8A) of the Local Government Act 1958.
- 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, electricity supply and telephone reticulation to the satisfaction of the Responsible Authority.

The proposed allotments and all buildings and structures erected thereon shall conform with the requirements of the Local Government Act 1958, Victoria Building Regulations 1983, Building Control Act 1981, Health Act and all other relevant Acts and Regulations.

Easements for services (including surface water drainage reticulation) shall be provided to the satisfaction of the Responsible Authority.

The issue of this permit does not obviate the necessity for complying with the requirements of any other authority pursuant to any statute or regulation.

Signature for the Responsibile Authority

isoning and Environment Regulations 1988 Form 4.4

NEIL MCGAFFIN TOWN_PLANNER

Application No. TP 641(51-900/P PAGE 2

ERMIT NO. D280/89

Conditions continued:

- 1. Full cost footpath, kerb and channel construction and road widening agreements to be entered into with the Responsible Authority for the construction works along the San Mateo Avenue frontage of Lot 1, prior to the plan of subdivision being sealed.
- 3. This permit shall have no force or effect unless the applicant provides a signed undertaking in a manner to the satisfaction of the Responsible Authority that the allotments hereby created shall be connected to sewerage when the sewerage disposal system is available.
- Headworks charges for Lot 1 only, shall be paid to the Shire of Mildura at a rate to be determined by the Responsible Authority prior to the signing and sealing of the plan of subdivision.
- 10. All existing drainage contained within the residential allotment shall be disconnected from the existing drainage system for the horticultural property, unless there is a community drainage scheme in effect, in such a manner as to prevent drainage water entering onto or seeping under the residential allotment, and shall be diverted via closed conduit to the legal point of discharge, in such a manner as to not cause any detriment to the residential allotment so created.
- Evidence shall be submitted to the Responsible Authority to verify that the above works have been carried out prior to the plan of subdivision being scaled by the Council of the Shire of Mildura.
- 12. Any future dwelling to be located not closer than 6m, to the road alignment.

15 August, 1989

NEIL MCGAFFIN TOWN PLANNER, Deliverest by LANDATA®, firesstamp 16/09/2021 18:09 Page 19 of 19

MORTGAGEE'S CONSENT

The Commonwealth Trading Bank of Australia being registered as the proprietor of an unregistered Mortgage which encumbers the subject land HEREBY CONSENTS to the Owners entering into the within Agreement.

DATED this

day of

1991.



Residential Lease Schedule

THIS agreement made on the 5 March 2019

The Real Estate Institute of Victoria Ltd | ACN 004210897 | www.reiv.com.au

Residential Tenancies Act 1997 (Section 26(1))
Residential Tenancies Regulations 2008 (Regulation 7)

	at 83 Deakin Avenue, Mildura, Victoria 3500						
	BETWEEN (LANDLORD) Gary Davidson						
	Whose agent is		LTD T/AS PROFES NUE MILDURA VIC 55		5 MILDURA		
	AND (TENANT)	Ms Petrina Barno	es				
,	1. Premises The Landlord lets the pred	mises known as 17	7 Explorer Drive, M	ildura, Vi	ctoria, 3500		
}	2. Rent The rent amount is \$255.	00 per week. The	date the first payn	nent is du	e is 08/03/2019		
	Pay Period: [] fortnight	ly []monthly_ BPAY	Biller Code: 2114	458	Reference: 1026909	05	
JL.	BondThe tenant must pay a bo	nd of \$1105.00 to	the Landlord/age	nt on 5 Ma	arch 2019		
	In accordance with the Re Tenancies Bond Authority	esidential Tenanc y within 10 busine	cies Act 1997, the ss days after recel	landlord (ving the b	must lodge the bond w bond.	ith the Residential	
	If there is more than one t contribute are listed here:		o not contribute ec	qually to t	he total bond, the amo	ounts they each	
	NAME:			AMOUNT	; \$		
	NAME:			AMOUNT	: \$		
	NAME:			AMOUNT	: \$		
	If the tenant does not reco	eive a bond receip e tenant should co	ot form the Resider ontact the Residen	itial Tena tial Tenar	ncies Bond Authority v ncies Bond Authority.	vithin 15 business	
21	4. Period (a) The period of the	e agreement is tw	elve months with i	immediat	e periodic tenancy		
	(b) Commencing on	the 08/03/2019					
	And ending on t	he 07/03/2020					
	All clauses read and unde	rstood					
	SIGNATURE OF TENANT/S	5: <mark>X</mark>					

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

4a. Consent to Electronic Service (1) Express Consent The TENANT: (check one box only) Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address: OR Does not consent to the electronic service of notices and other documents The LANDLORD:

(2) Inferred Consent

9

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:

(3) Change of Electronic Address

ah@rocc.com.au

Then TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
- (b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

Condition of the premises

The LANDLORD must-

- (a) Ensure that the premises are maintained in good repair; and
- (b) If the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

Damage to the Premises

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

All clauses read and understood SIGNATURE OF TENANT/S: X



7.	Cleanliness of the premises (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
	(b) The TENANT must keep the premises in a reasonable clean condition during the period of agreement.
8.	Use of premises (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
	(b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.
(ja 9.	Quiet enjoyment The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.
10.	Assignment or sub-letting (a) The TENANT must not assign or sublet the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
) (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.
3 11.	Residential Tenancies Act 1997 Each party must comply with the Residential Tenancies Act 1997. (NOTE: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties.)

*Schedule of items (See clause 1)

Additional Terms

Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section. Any additional terms must also comply with the Unfair Contract Terms under part 2-3 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more that on landlord or tenant.

*Please read this important advice about writing: in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by and to serve me with notices or other documents.

12. Installing goods, making alternation, additions or renovations at my premises

- 12.1 You must ask me in *writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.
- 12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in ground or above ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided a guide only.

(You can read sections 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website http://www.parliament.vic.gov.au/ by going to "Legislation and Bills" then "Current Acts -Victorian Law Today" and following the prompts.)

The tenant must primarily use the premises as a residence. If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent. The landlord will not unreasonably withhold consent and in giving consent may impose reasonable terms and conditions.

13. Other use of my premises

- 13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose – for example, to provide a home office for your business – you must ask me in *writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.
- 13.2 You must ask me in *writing for permission before you enter into a license agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

All clauses read and understood	\sim		
	60000	200	
CONTRACTOR OF ANY CONTRACTOR OF THE CONTRACTOR O	IIIADA		

SIGNATURE OF TENANT/S: X

🕠 14. Utility Charges

14.7 I am liable for the costs and charges set out in section 53(1) and (if applicable) section 54 of the Residential Tenancies Act 1997.

14.2 The tenant is liable for the costs and charges set out in section 52 of the Residential Tenancies Act 1997

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website http://www.parliament.vic.gov.au/ by going to "Legislation and Bills" then "Current Acts – Victorian Law Today" and following the prompts.)

- 14.3 If a service is disconnected or damaged because I am, or my managing or my contractor is, at fault, I will have the service re-connected or repaired at my cost.
- 14.4 If a service is damaged or disconnected because you are, or a person you have on my premises is, at fault, you must have the service re-connected or repaired at your cost.
- 14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. My insurances for my premises

- 15.1 If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased.
- 15.2 If you, or a person you have on my premises, accidentally damages any glass, lavatory, or bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.
- 15.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

76. Light globes and florescent tubes

16.1 You must replace all defective, damaged, or broken light globes or florescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. You must tell me about defects at my premises

17.1 The tenant must notify the landlord or agent as soon as practicable upon becoming aware of any defects in the premises that might injure a person or cause damage to the premises.

18. Damage to the premises

- 18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.
- 18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
- 18.3 When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours – even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.

SIGNATURE OF TENANT/S: X

All clauses read and understood

18.4 If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

- 까 19. You will indemnify me in certain circumstances if things go wrong at my premises
 - 19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnity me against fair wear and tear to my premises.
 - 19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.
- 20. Smoke detectors and heaters at my premises
 - 20.1 If you become aware, or reasonably consider , a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours
 - 20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferable with 24 hours
 - 20.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably with 24 hours
- 21. Flammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises
 - 21.1 Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
 - 21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
 - 21.3 You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
 - 21.4 Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
 - 21.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only

SIGNATURE OF TENANT/S: X

All clauses read and understood



22. Storage and removal of waste and rubbish at my premises

- 22.1 You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4 An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate.
- 23. Hanging washing at my premises
 - 23.1 If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
 - 23.2 If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.



24. Looking after the garden at m premises

24.1 If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.

- 24.2 Theses are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. They examples have been provided as a guide only.
- 24.3 If the garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on the premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4 If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell the managing agent as soon as possible, preferably within 24 hours.



25. Pets at my premises

- 25.1 Before you may have a pet of any description at my premises you must ask for permissions in *writing and receive it from me, or my managing agent
- **25.2** I do not have to give you my permission. Nor does my managing agent have to give you permission. If permission is given, it may be on reasonable conditions.
- 25.3 If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

26. Assignments, subletting or abandoning my premises

26.1 If the during your tenancy the people in occupation of the premises change, you must give me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign you tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.

All clauses read and understood	~~
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SIGNATURE OF TENANT/S: X	Wais!

26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -

26.2 (a) a pro-rata letting fee;

26.2 (b) advertising or marketing expenses;

26.2.3 (c) rental data base checks or applicants;

26.2.4 (d) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happen first.

27. If you intend to leave my premises when your tenancy ends

27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.

27.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.

28. Remaining at my premises after your tenancy ends

28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention at least 28 days before you tenancy come to an end.

28.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.

(1) 29. If I require my premises when your tenancy ends

29.1 If I require my premises when your tenancy ends, I, or my managing agent, will tell you.

29.2 I, or my managing agent, will tell you by giving you *written notice in a form that is not an SMS message.

30. Changing the locks and alarm code at my premises 30.1 You may change the locks at my premises.

30.2 If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.

30.3 You may change the code of an alarm at my premises.

30.4 If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

31, 'To Let', 'auction' and 'for sale' signs at my premises

31.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.

31.2 You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.

32. Owners corporation rules and my premises

32.1 If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)

32.2 You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.

32.3 You do not have to contribute to owners corporation capital costs or other expenses payable by me.

33. You cannot use your bond to pay your rent for my premises

33.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.

33.2 You also acknowledge the Residential Tenancies Act 1997 allow the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred

All clauses read and understood

SIGNATURE OF TENANT/S: X

34. Increasing the rent for my premises

- 34.1 If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.
- 34.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60days notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 34.3 If this is a periodic residential tenancy agreement -
 - (a) If I propose to increase your rent, I will give you at least 60 days notice; and
 - (b) The notice I give you will be in the form prescribed for the purpose
- 34.4 I acknowledge I must not increase your rent at intervals of less than 6 months.
- 35. Receipt of condition report / statement of rights and duties of my premises
 - 35.1 You acknowledge before you took occupation of my premises, you received from me or my managing agent
 - (a) Two copies of a condition report signed by me or by my managing agent; and
 - (b) A written guide authorized and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.

All clauses read and understood

Additional clauses -

- 39. Mice, cockroaches, ants, rats etc are not attracted to vacant properties. The TENANT acknowledges that lack of cleanliness attracts pests and will make every effort to keep the premises in a clean and hygienic state to deter. It is the TENANTS responsibility to utilise sprays, baits, traps etc or engage a pest controller at their expense.
- 40. The Tenant acknowledges that it is their responsibility to clean the filter/s on any reverse cycle unit on a regular basis at the property.
- 41. The TENANT acknowledges that should any cheque tendered in payment of rent and/or monies due under the Lease; and any over-holding period not to be honoured in the normal course by the bank on the first presentation then subsequent payment shall be by the way of cash or certified bank cheque the TENANT agrees to pay all bank charges and associated costs resulting from dishonour.
- 42. If the TENANT wishes to install pay TV or cable TV, the TENANT must gain permission in writing from the LANDLORD OR on behalf of the LANDLORDS AGENT prior to proceeding. If the existing TV aerial/antenna and/or cables are removed or disconnected by the installer of the Pay TV or Cable TV then it will be the TENANTS responsibility to re-instate the TV aerial/antenna and/or cables into working condition.
- 43. The TENANT agrees to pay any connection cost associated with the connection or re-connection of the telephone line to the property. The TENANT further agrees to leave in the same manner of connection or operation, any telephone service installed in the premises at the commencement of the tenancy.
- 44. In the event that cleaning and/or repairs are required at the end of the tenancy (after the keys are returned to the office), the TENANT shall be liable for rent until such cleaning and or repairs are completed in full.
 - 45. If new carpet has been installed or the existing carpet professionally dry or steam cleaned at the commencement of the tenancy (and the landlord or agent has produced a copy receipt for payment, upon request), the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.
- 46. The preferred method for rental payments is BPAY. You will be provided with a form which shows our BPAY details. We also offer Centrepay and direct transfer methods of payment. It is the office's policy to NOT accept cash as a method for rental payments because of the risks associated with keeping cash on the premises.
- 47. The LANDLORD agrees to allow the TENANTS to keep a dog on the property. The TENANTS agree that the dog is not permitted to enter the premises at any time. The TENANT agrees to immediately make good any damage caused by the dog. Both parties agree that the TENANTS are responsible for the pest control of fleas inside and outside of the property on an annual basis and upon vacating the property. If the dog should cause any trouble with surrounding neighbours, cause excessive noise, wandering in surrounding neighbours properties, etc. or should the property be damaged and not repaired immediately to the Landlord's satisfaction the LANDLORD has the right to have this approval withdrawn.

All clauses read and understood

SIGNATURE OF TENANT/S: X

Mound

URGENT REPAIRS

The agent can authorise urgent repairs.

The maximum amount for repairs which the agent can authorise is: \$1800.00

The agent's telephone number for urgent repairs is: (03) 5021 1900 for after hours call outs.

EMERGENCY MAINTENANCE

If the emergency is after hours, please use the following tradespeople for the repair and inform our office the next business day.

PLUMBER/GASFITTER - BBR PLUMBING

Bob 0418 502 170

ELECTRICIAN - NO.1 ELECTRICAL

Tanner - 0404 521 638

Should you authorise a repair, which is not considered an emergency (refer to the Rights & Duties booklet), you will be fully responsible for the cost associated with the repair. If you have any queries, please contact your Property Manager.

The tenant acknowledges that in the event that they contact a tradesperson directly for an urgent repair and they do not inform Roccisano Property Group with 48 hours, then they can be held liable for the payment of the account.

If the tenant requests maintenance that is not warranted/required and no fault is found, they will be liable for the

Frances Roccisano, Senior Residential Asset Manager can be contacted on 0418 537 336

Signature of Landlord	for and on behalf of the Landlord
Signature of tenant(s)	* Barres

All clauses read and understood	
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SIGNATURE OF TENANT/S: X	10000 200

PROPERTY REPORT



www.mildura.vic.gov.au

From www.planning.vic.gov.au at 16 September 2021 04:32 PM

PROPERTY DETAILS

Lot and Plan Number:

Lot 2 PS423098

Address:

17 EXPLORER DRIVE MILDURA 3500

Standard Parcel Identifier (SPI):

2\P\$423098

Local Government Area (Council):

MII DURA

Council Property Number:

26728

Directory Reference:

Vicroads 534 K11

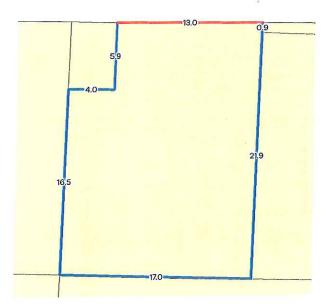
This parcel is not in a designated bushfire prone area.

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

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

SITE DIMENSIONS

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



Area: 360 sq. m
Perimeter: 79 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.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at <u>Title and Property</u> <u>Certificates</u>

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 INFORMATION

Planning Zone:

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

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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).

Property Reports Lot 2 PS423098

PROPERTY REPORT



Planning scheme data last updated on 8 September 2021.

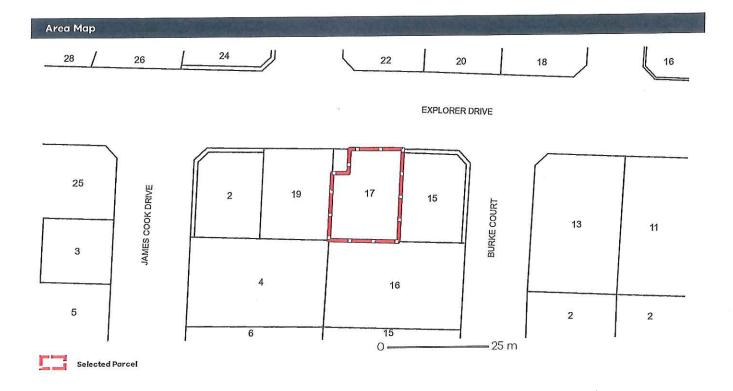
A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions 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 abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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



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From www.planning.vic.gov.au at16 September 2021 04:31 PM

PROPERTY DETAILS

Address:

17 EXPLORER DRIVE MILDURA 3500

Lot and Plan Number:

Lot 2 PS423098

Standard Parcel Identifier (SPI):

2\P\$423098

Local Government Area (Council): MILDURA

www.mildura.vic.gov.au

Council Property Number:

26728

Mildura

Planning Scheme - Mildura

Planning Scheme: Directory Reference:

Vicroads 534 K11

UTILITIES

STATE ELECTORATES

Rural Water Corporation:

Lower Murray Water

Legislative Council:

NORTHERN VICTORIA

Urban Water Corporation: Lower Murray Water

Legislative Assembly:

MILDURA

Melbourne Water:

Outside drainage boundary

Power Distributor:

POWERCOR

OTHER

Registered Aboriginal Party: First People of the Millewa-Mallee

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

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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

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DCPO - Development Contributions Plan

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

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Planning Overlays

SPECIFIC CONTROLS OVERLAY (SCO) SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1) 24 28 26 22 20 16 EXPLORER DRIVE SCO1 25 JAMES COOK DRIVE 2 19 17 15 BURKE COURT 13 11 3 4

16

0

SCO - Specific Controls

5

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

6

Further Planning Information

Planning scheme data last updated on 8 September 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

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

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

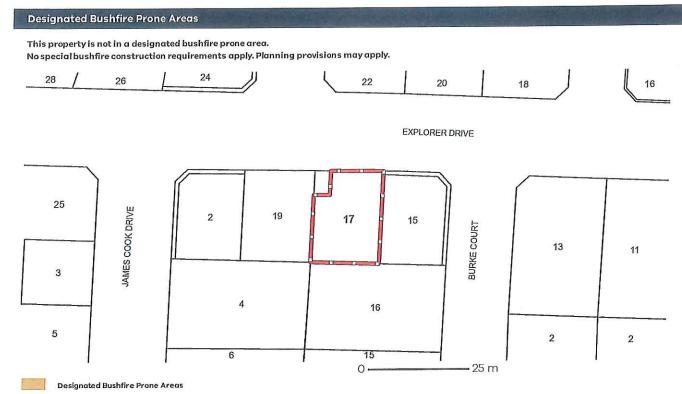
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Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

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

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

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

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

Copies of the Building Act and Building Regulations are available from http://www.leaislation.vic.gov.au

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

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see Native Vegetation (Clause 52.17) with local variations in Native Vegetation (Clause 52.17) Schedule

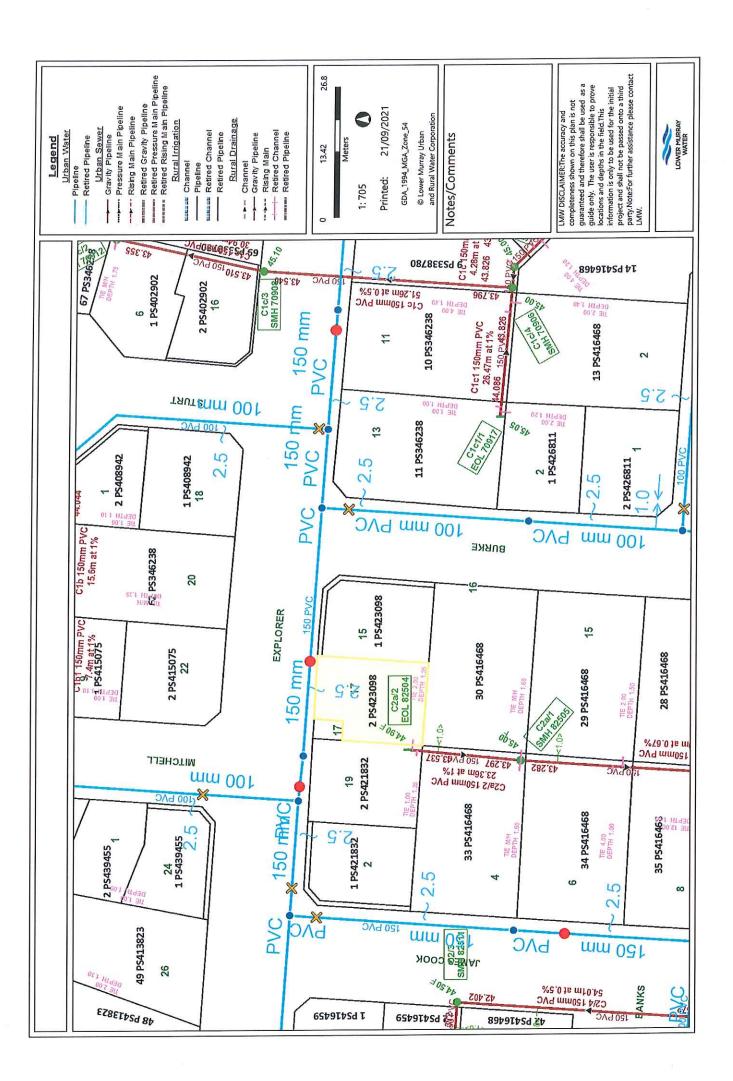
To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au/ or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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

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

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

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

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

Yours sincerely

Mark Yantses

MUNICIPAL BUILDING SURVEYOR

MY/cm

Due diligence checklist for home buyers

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. This page contains links to organisations and web pages that can help you learn more.

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

Sellers or estate agents must:

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

You can print additional copies of the Due diligence checklist (Word, 140KB).

Urban living

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

For more information, visit the <u>Commercial and industrial noise page on the Environment Protection</u>
<u>Authority website</u> and the <u>Odour page on the Environment Protection Authority website</u>.

Buying into an Owners Corporation

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

For more information, view our <u>Owners Corporations section</u> and read the <u>Statement of advice and information for prospective purchasers and lot owners (Word, 53KB).</u>

Growth areas

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

For more information, visit the <u>Growth Areas Infrastructure Contribution page on the Department of Planning, Transport and Local Infrastructure website</u>.

Version: 1 October 2014

Flood and fire risk

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

More information:

- Australian Flood Risk Information Portal Geoscience Australia website
- Melbourne Water website
- Mallee Catchment Management Authority website
- » North Central Catchment Management Authority website
- Glenelq Hopkins Catchment Management Authority website
- North East Catchment Management Authority website
- Wimmera Catchment Management Authority website
- West Gippsland Catchment Management Authority website
- » Bushfire Management Overlay in planning schemes Department of Transport, Planning and Local infrastructure website
- <u>Building in bushfire prone areas Department of Transport, Planning and Local Infrastructure website.</u>

Rural properties

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

- » Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle. For information about what impacts you should expect and how to manage them, visit the new landholders section on the Department of Environment and Primary Industries website.
- » Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the Native Vegetation page on the Department of Environment and Primary industries website.
- » Do you understand your obligations to manage weeds and pest animals? Visit the <u>New</u> landholders section on the <u>Department of Environment and Primary Industries website</u>.
- Can you build new dwellings? Contact the local council for more information.
- » Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land? For more information, visit the Department of Environment and Primary Industries website.

Earth resource activity, such as mining

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

For more information, visit the <u>CeoVic page on the Department of State Development Business and Innovation website</u> and the <u>Information for community and landholders page on the Department of State Development Business and Innovation website</u>.

Soil and groundwater contamination

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

For information on sites that have been audited for contamination, visit the <u>contaminated site</u> <u>management page on the Environment Protection Authority website</u>.

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the <u>Miscellaneous practice and advisory notes page on the Department of Planning and Community Development website</u>.

Land boundaries

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

For more information, visit the <u>Property and land titles page on the Department of Transport,</u> Planning and Local Infrastructure website.

Planning controls affecting how the property is used, or the buildings on it

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

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

Proposed or granted planning permits

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

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the <u>Planning Schemes Online on the Department of Planning and Community Development website.</u>

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

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Safety

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

For more information, visit the <u>Consumers section on the Victorian Building Authority website</u> and the Energy Safe <u>Victoria website</u>.

Building permits

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

For more information about building regulation, visit our Building and renovating section.

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the <u>Aboriginal Cultural Heritage Planning Tool section on the Department of Premier</u> and <u>Cabinet website</u>.

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the <u>Owner builders page on the Victorian Building Authority website</u> and <u>Domestic building insurance page on the Victorian Building Authority website</u>.

Connections for water, sewerage, electricity, gas, telephone and internet

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

For more information, visit the Choosing a retailer page on the Your Choice website.

For information on possible impacts of easements, visit the <u>Caveats, covenants and easements</u> page of the <u>Department of Transport, Planning and Local Infrastructure website</u>.

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

Buyers' rights

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

For more information, view our **Buying property section**.

Professional associations and bodies that may be helpful:

* Archicentre website

Association of Consulting Surveyors Victoria website

Australian Institute of Conveyancers (Victorian Division) website

Institute of Surveyors Victoria website

Law institute of Victoria website

Real Estate Institute of Victoria website

Strata Community Australia (Victoria) website.

Government of Victoria (Consumer Affairs Victoria) 2014

http://www.consumer.vic.gov.au/duediiigencechecklist 5/5

Vendor: Gary Laurence Davidson

Vendor's Section 32 Statement

Property: 17 Explorer Drive, Mildura

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

Phone:

03 50 235355

Facsimile: 03 50 235653

Ref:

21745 Davidson (SAH:LP)