

SECTION 32 STATEMENT

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

Vendor: Jackson Ray Oxley and Charlotte Anita Oxley (formerly Lion)

Property: 9 Marita Court IRYMPLE VIC 3498

VENDORS REPRESENTATIVE

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

PO Box 1012
MILDURA VIC 3502

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

Ref: Warrick Watts

SECTION 32 STATEMENT
9 MARITA COURT IRYMPLE VIC 3498

1. FINANCIAL MATTERS

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

Provider	Amount (& interest if any)	Period
Mildura Rural City Council	\$3,364.48	Per annum
Lower Murray Water	\$ 175.05	Per quarter

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

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

- (b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

2. INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

3. LAND USE

(a) RESTRICTIONS

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

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(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:

Responsible Authority: See attached Property Report

Zoning:

Planning Overlay/s:

4. NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

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

5. BUILDING PERMITS

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

Is contained in the attached Certificate/s.

6. OWNERS CORPORATION

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

~~(2) Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*):~~

~~— any certificate of release from liability to pay;~~

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

OR

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

8. SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

9. TITLE

Attached are the following document/s concerning Title:

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

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

10. DUE DILLIGENCE CHECKLIST

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



DATE OF THIS STATEMENT

02 / 03 /20 21

Name of the Vendor

Jackson Ray Oxley and Charlotte Anita Oxley (formerly Lion)

Signature/s of the Vendor

x  

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

DATE OF THIS ACKNOWLEDGMENT

/ /20 21

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

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

Terms contracts – S32A(d)

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

Register Search Statement - Volume 11941 Folio 503

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

VOLUME 11941 FOLIO 503

Security no : 124088288325H

Produced 23/02/2021 02:13 PM

LAND DESCRIPTION

Lot 25 on Plan of Subdivision 724009U.
PARENT TITLE Volume 11941 Folio 469
Created by instrument PS724009U 15/12/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JACKSON RAY OXLEY
CHARLOTTE ANITA LION both of 5 WOODRUFF STREET KENSINGTON VIC 3031
AR016909K 14/05/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR016910B 14/05/2018
COMMONWEALTH BANK OF AUSTRALIA

COVENANT AQ782217X 01/03/2018

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
S386731H 05/03/1993

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

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

DIAGRAM LOCATION

SEE PS724009U 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: 9 MARITA COURT IRYMPLE VIC 3498

ADMINISTRATIVE NOTICES

NIL

eCT Control 12787K BANKWEST RETAIL
Effective from 14/05/2018

DOCUMENT END

**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State
of Victoria to provide this information
via LANDATA® System. Delivered at 23/02/2021, for Order Number 66682475. Your reference: WW.**

Signed by Council: Mildura Rural City Council, Council Ref: Stage 3, 007.2001.00000298.003, Original Certification: 16/12/2013, Recertification: 24/08/2017, S.O.C.: 15/11/2017

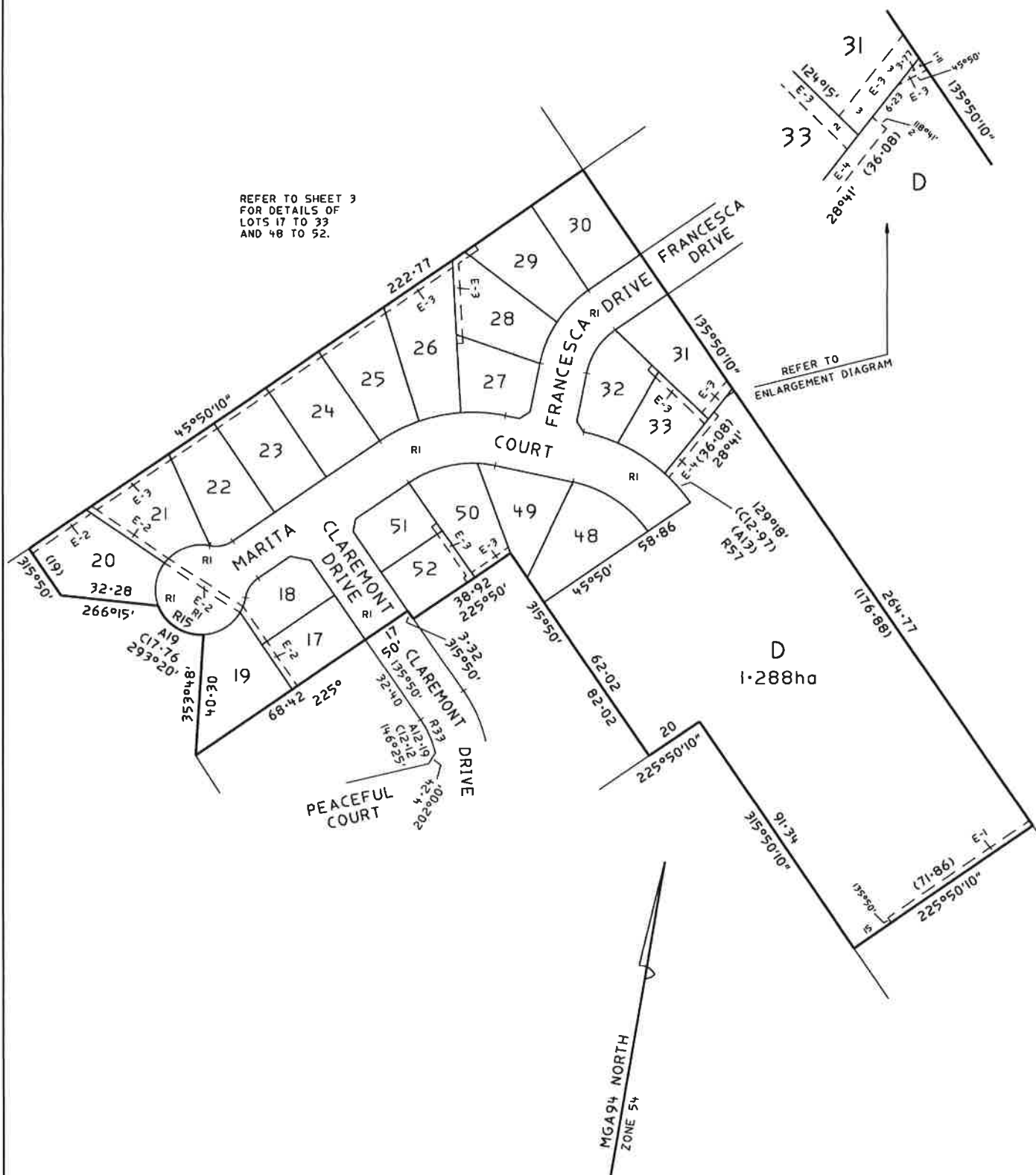
PLAN OF SUBDIVISION		LR use only EDITION 1	PS 724009U	
<p style="text-align: center;">Location of Land</p> <p>Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 4 (PART)</p> <p>Title References: Vol 11941 Fol 469</p> <p>Last Plan Reference: PS 724008W (LOT C)</p> <p>Postal Address: CLAREMONT DRIVE, IRYMPLE, 3498.</p> <p>MGA94 Co-ordinates: E 607480 (Of approx. centre of plan) N 6212000 Zone 54</p>		<p style="text-align: center;">COUNCIL NAME : MILDURA RURAL CITY COUNCIL</p>		
Vesting of Roads or Reserves		Notations		
Identifier	Council/Body/Person	<p>LOTS 1 TO 16 & 34 TO 47 AND LOTS A TO C HAVE BEEN OMITTED FROM THIS PLAN.</p>		
ROAD RI	MILDURA RURAL CITY COUNCIL			
Notations				
<p>Depth Limitation: DOES NOT APPLY</p> <p>Survey:- This plan is / is not based on survey.</p> <p><i>To be completed where applicable.</i></p> <p>This survey has been connected to permanent marks no(s).840, 1093 & 1094.</p> <p>In Proclaimed Survey Area no. _____</p> <p>Staging This is is not a staged subdivision Planning Permit No. 005.2001.00000298.004</p>				
Easement Information				
<p>Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)</p>				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2	PS 616778W	LOWER MURRAY URBAN & RURAL WATER CORPORATION
E-2	PIPELINE OR ANCILLARY PURPOSES	2	PS 724008W & SECTION 136 WATER ACT 1989.	LOWER MURRAY URBAN & RURAL WATER CORPORATION
E-3	PIPELINE OR ANCILLARY PURPOSES	SEE DIAG.	THIS PLAN & SECTION 136 WATER ACT 1989.	LOWER MURRAY URBAN & RURAL WATER CORPORATION
E-4	DRAINAGE	2	THIS PLAN & SECTION 136 WATER ACT 1989.	MILDURA RURAL CITY COUNCIL
FREEMAN & FREEMAN LAND SURVEYORS		SURVEYORS REF : 6826/C		ORIGINAL SHEET SIZE : A3
PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239 EMAIL: ffsurvey@ncable.com.au		ROBERT BRUCE FREEMAN VERSION 7		Sheet 1 of 3 Sheets PLAN REGISTERED TIME: 05:08 pm DATE: 15/12/2017 Assistant Registrar of Titles

PS 724009U

ENLARGEMENT DIAGRAM
NOT TO SCALE

REFER TO SHEET 3
FOR DETAILS OF
LOTS 17 TO 33
AND 48 TO 52.

REFER TO
ENLARGEMENT DIAGRAM



SURVEYORS REF : 6826/C

FREEMAN & FREEMAN

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

EMAIL: ffsurvey@ncable.com.au

SCALE
1:1250

12.5 0 12.5 25 37.5 50
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE : A3

Sheet 2

ROBERT BRUCE FREEMAN VERSION 7

Signed by Council: Mildura Rural City Council, Council Ref: Stage 3, 007.2001.00000298.003, Original Certification: 16/12/2013, Recertification: 24/08/2017, S.O.C.: 15/11/2017

PS 724009U



REFER TO SHEET 2 FOR
DETAILS OF LOT D.

SURVEYORS REF : 6826/C

FREEMAN & FREEMAN

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

EMAIL: ffsurvey@ncable.com.au

SCALE
1:800

0 8 16 24 32
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE : A3

Sheet 3

ROBERT BRUCE FREEMAN VERSION 7




Mildura Rural City Council

Plan of Subdivision PS724009U
Certifying a New Version of an Existing Plan (Form 11)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S044462M
Plan Number: PS724009U
Responsible Authority Name: Mildura Rural City Council
Responsible Authority Reference Number 1: Stage 3
Responsible Authority Reference Number 2: 007.2001.00000298.003
Surveyor's Plan Version: 7

Certification

 This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 16/12/2013

Public Open Space

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

 has not been made at Certification

Digitally signed by Council Delegate: Natalie Dean
Organisation: Mildura Rural City Council
Date: 24/08/2017

Lodged

Martin & Toose
Code.....*3447M*



5386731H

050393 1303 MISC 456 5386731H

1x AGREEMENT

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

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

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

ADDRESS OF LAND: Karadoc Avenue, Irymple

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

PLANNING SCHEME: MILDURA SHIRE PLANNING SCHEME

AGREEMENT DATE: *11th February 1993*

AGREEMENT WITH: ANTONIO DI GIORGI and GIOVANNA DI GIORGI

4-5-93

10/5/93

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

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

- 4 MAY 1993

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

- AND -

**ANTONIO DI GIORGI and
GIOVANNA DI GIORGI**

AGREEMENT

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

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

THIS AGREEMENT is made the *11th* day of *February* 1993

BETWEEN:

THE PRESIDENT COUNCILLORS AND RATEPAYERS OF THE SHIRE OF

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

of the One Part

- and -

ANTONIO DI GIORGI and GIOVANNA DI GIORGI of Karadoc

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

of the Other Part

WHEREAS :

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

.../2

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

NOW THIS AGREEMENT WITNESSETH as follows:-

1. **Interpretation**

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

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

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

2. **Owners Covenants**

The owner with the intent that they covenant hereunder shall run with the subject land

HEREBY COVENANTS AND AGREES that they will:-

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

../3

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

3. Additional Matters

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

.../4

- 4 -

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

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

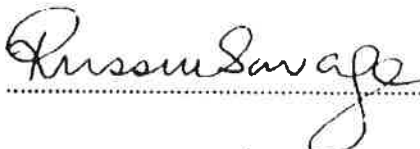
IN WITNESS WHEREOF the parties have set their hands and seals the day and year first hereinbefore written.

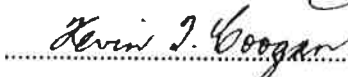
THE COMMON SEAL OF THE PRESIDENT 1

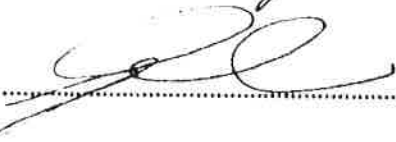
COUNCILLORS AND RATEPAYERS OF 1

THE SHIRE OF MILDURA was 1

hereunto affixed in the presence of: 1

.....PRESIDENT

.....COUNCILLOR

.....A/SHIRE SECRETARY

.../5

- 5 -

SIGNED SEALED AND DELIVERED by the said 1

ANTONIO DI GIORGI in the presence of:

1 *ed Di Giorgi*
v. D. Sini

SIGNED SEALED AND DELIVERED by the said 1

GIOVANNA DI GIORGI in the presence of:

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

MORTGAGEE'S CONSENT

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

DATED this day of 1993

THE NEW ZEALAND COUNCIL OF THE UNITED NATIONS

Delivered in Victoria by

JOHN CHARLES McDERMOTT,

under Power of Attorney, No. _____
in the presence of:

No. 41-2280

G Gaurina

Antibiotic and γ -Zn (not P) status
Group 1: α 10% γ 10%

[Handwritten signature]

Planning & Environment Act 1987

**PLANNING
PERMIT**

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

Mildura Shire Planning Scheme
Responsible Authority: Shire of Mildura

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

THE PERMIT ALLOWS:
TWO LOT SUBDIVISION IN THE URBAN ZONE

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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

Page 1 of 4

Date Issued: 29 September, 1992

Signature for the
Responsible Authority

W. J. CATHCART
TOWN PLANNER

Planning & Environment Act 1987

**PLANNING
PERMIT**

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

Mildura Shire Planning Scheme
Responsible Authority: Shire of Mildura

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

THE PERMIT ALLOWS:
TWO LOT SUBDIVISION IN THE URBAN ZONE

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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

SUNRAYSIA WATER BOARD

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

STATE ELECTRICITY COMMISSION OF VICTORIA

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

Sheet 2 of 4

Date Issued: 29 September, 1992

Signature for the
Responsible Authority

[Signature]
M. J. CATHCART
TOWN PLANNER

Planning and Environment Regulations 1988 Form 4.4

Planning & Environment Act 1987

**PLANNING
PERMIT**

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

Mildura Shire Planning Scheme
Responsible Authority: Shire of Mildura

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

THE PERMIT ALLOWS:
TWO LOT SUBDIVISION IN THE URBAN ZONE

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

14. The applicant must -

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

Sheet 3 of 4

Date issued: 29 September, 1992

Signature for the
Responsible Authority.....

W. J. CATHCART
TOWN PLANNER

Planning & Environment Act 1987

**PLANNING
PERMIT**

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

Mildura Shire Planning Scheme
Responsible Authority: Shire of Mildura

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

THE PERMIT ALLOWS:
TWO LOT SUBDIVISION IN THE URBAN ZONE

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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

FIRST MILDURA IRRIGATION TRUST

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

Sheet 4 of 4

Date issued: 29 September, 1992

Signature for the
Responsible Authority


W. J. CATHCART
TOWN PLANNER

Planning and Environment Regulations 1988 Form 4.4

PLAN OF SUBDIVISION

PS 319653A

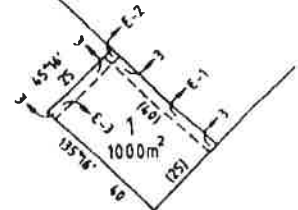
PLANNING & ENVIRONMENT ACT 1987
MILDURA SHIRE PLANNING SCHEME
Approval is granted for the
development shown on this plan

PERMIT No. P192/92
[Signature] For and on behalf of the
Responsible Authority
SHEET 2 of 2 DATE 29.9.92

APPROX. TRUE NORTH



2
3.946 ha



FIFTEENTH STREET

KARADOC AVENUE

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

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

LICENSED SURVEYOR (PRINT) ANDREW CHIFFORD CRAIG...
SIGNATURE..... DATE / /
REF 3890 VERSION 1

Sheet 2 of 2 Sheets
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3
T.O.

Entered in the Register Book

Vol. 4155 fol. 830897



Certificate of Title,

UNDER THE "TRANSFER OF LAND ACT 1915."

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

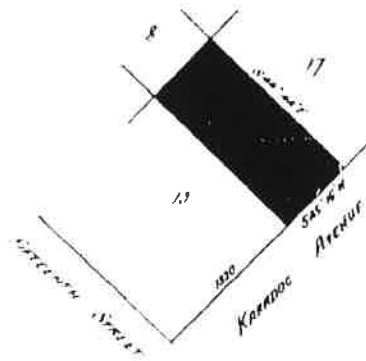
Dated the Sixteenth
thousand nine hundred and eighteen.

day of October

Assistant Registrar of Titles.

ENCUMBRANCES REFERRED TO.

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



181

Vol. 2257 Vol. 45/316.

Transfer. 88/110

Application 11/11/10

Nature of Instrument.	Time of its Production for Registration	To whom given.	Number or Symbol thereon.
<p><i>Glenn Gleave Gaulke of Moorlong</i> <i>since Irymple Horticulturist is</i> <i>now the proprietor of the within described estate by</i> <i>transfer registered on 3rd November 1950</i> <i>and numbered 2307315</i></p> <p><i>W. J. ...</i> <i>Assistant Registrar of Titles</i></p>		<p>MORTGAGE BANK LEIGIN Registered 5th March 1964 No. B874490</p> <p>DISCHARGED 22 JUN 1989</p> <p>OFFICE OF TITLES K.W.C. VICTORIA</p>	
<p>MORTGAGE TO <i>Adelaide Mary Howard.</i> <i>registered</i> <i>on 3rd November 1950</i> <i>numbered 957771</i></p> <p><i>Assistant Registrar of Titles</i></p>		<p>MORTGAGE to COMMONWEALTH TRADING BANK OF AUSTRALIA Registered 10th September 1989 No. F453438</p> <p>DISCHARGED 24 NOV 1989</p> <p>OFFICE OF TITLES H.J.S. VICTORIA</p>	
<p><i>Thomas Mc Dougall since of Irymple</i> <i>Horticulturist is</i> <i>now the proprietor of the within described estate by</i> <i>transfer registered on 10th June 1950</i> <i>and numbered 2498205</i></p> <p><i>Assistant Registrar of Titles</i></p>		<p>MORTGAGE TO AUSTRALIA AND NEW ZEALAND COMMERCIAL BANK LIMITED Registered 24 NOV 1989 No. P539837N</p> <p>OFFICE OF TITLES H.J.S. VICTORIA</p>	
<p>MORTGAGE of Irymple Horticulturist is now the <i>proprietor by</i> <i>transfer B217150</i> <i>registered 1st June 1961</i></p>			
<p>K LEIGIN Horticulturist and HELEN LEIGIN Married <i>and both of Irymple are now JOINT PROPRIETORS by</i> <i>transfer B437048</i> <i>registered 11th June 1962</i></p>			
<p>K LEIGIN is now the SURVIVING PROPRIETOR <i>registered 2nd November 1962</i> <i>numbered 137173</i></p>			
<p>MORTGAGE to THE COMMERCIAL BANKING COMPANY OF <i>LIMITED</i> <i>registered 3rd October 1963</i> <i>numbered 64035</i></p>			
<p>JOHN DI GIORGI Horticulturist and GIOVANNA DI <i>Married Woman both of Irymple are now JOINT</i> <i>PROPRIETORS</i> <i>registered 13th February 1964</i> <i>numbered 17705</i></p>			

B. H. H.



FORM 18

AD802761F

10/08/2005 \$92.30 173



Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: Martin Irwin & Richards Lawyers
Phone: 03 50237900
Address: 61 Deakin Avenue, Mildura VIC 3500
Ref: VABDS DEVELOPMENTS PTY.LTD.
Customer Code: 1008B

1 x Agreement

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

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

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

**Section and Act under
which agreement is
made:**

Section 173 of the *Planning and Environment Act 1987*.

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

Signature of Authority

Name of Officer

Date

[Signature]
RICHARD SEXTON
5/8/05



DAD802761F-1-6

10 AUG 2005

MILDURA RURAL CITY COUNCIL
and
VABDS DEVELOPMENTS PTY.LTD.

SECTION 173 AGREEMENT
KARADOC AVENUE IRYMPLE



DD802761F-2-4

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

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

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10/08/2005 \$92.30 173



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10/08/2005 \$92.30 173



Section 173 Agreement –Karadoc Avenue Irymple

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

PARTIES

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

AND **VABDS DEVELOPMENTS PTY.LTD.** of 146 Langtree Avenue
Mildura 3500 in the State of Victoria ("the Owner")

RECITALS

- A. The Owner is registered or entitled to be registered as the proprietor of the Land.
- B. The Council is the responsible authority under the Planning and Environment Act 1987 ("the Act") for the Mildura Planning Scheme ("the Planning Scheme").
- C. The Owner has made an application to the Council for a planning permit under the Planning Scheme for the development of the Land for a two (2) lot subdivision. ("the Development").
- D. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 19th June 2000 and numbered P00/158("the Permit").

- E. Condition 4 of the Permit provides:



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4. Prior to the issue of a Statement of Compliance the Owner of the subject land must at no cost to the Responsible Authority, enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act, 1987. The agreement must be prepared by Council to provide the following:

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

AD802761F

10/08/2005 \$92.30 173



Section 173 Agreement –Karadoc Avenue Irymple

treatment, kerb and channel, concrete driveways and drainage to the satisfaction of the Responsible Authority. These works are to be carried out when requested by the Responsible Authority. All works must be carried at the cost of the owner of Lot 3.

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

THE PARTIES AGREE:

1. DEFINITIONS

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

"Act" means the Planning and Environment Act 1987 (Vic);

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

"Land" means the property situate at and described as:

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

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

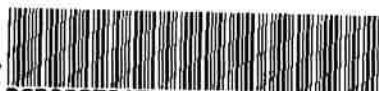
"Owner" means the person or persons described as Owner at the time of entering into this Agreement and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any allotment created by any subdivision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

"Permit" means planning permit number P00/158 issued by the Council on the 19th June 2000.

2. INTERPRETATION

In this Agreement, unless a contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) words importing any gender include all other genders;
- (c) "person" includes a firm, a body corporate, or an unincorporated association;



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Section 173 Agreement –Karadoc Avenue Iymple

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

3. SECTION 173 AGREEMENT

3.1 Agreement under Section 173 of the Act

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

3.2 Covenants Run with the Land

The Owner acknowledge and agree that any obligation imposed on the Owner under this Agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land until this Agreement ends under clause 5 of this Agreement.

4. COMMENCEMENT

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

5. TERMINATION OF AGREEMENT

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

- 5.2** Upon Council's certification that this Agreement has ended in accordance with clause 5.1 above the Council shall, at the cost of the Owner, make application to



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Section 173 Agreement –Karadoc Avenue Irymple

the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the Registrar.

6. OWNER'S COVENANTS

6.1 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this Agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this Agreement.

6.2 Registration

The Owner will do all things necessary to enable the Council to register this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including signing any further agreement, acknowledgement or document to enable the Agreement to be registered under that Section.

6.3 Performance of Covenants

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

6.4 Comply with Permit

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

6.5 Costs

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



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Section 173 Agreement –Karadoc Avenue Irymple

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

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

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

6.6.3 pay the full costs of the works to be undertaken pursuant to clause 6.6 including the Council's fees for construction supervision and plan checking

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

7. OWNER'S WARRANTY

7.1 Registered Proprietor

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

7.2 No other person with interest

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

7.3 Obtained consents



AD802761F-7-5

AD802761F

10/08/2005 \$92.30 173



Section 173 Agreement –Karadoc Avenue Irymple

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

8. ADDITIONAL MATTERS

8.1 Severance

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

8.2 Proper law

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

8.3 Joint & several

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

8.4 No Waiver

Any time or other indulgence granted by the Council to the Owners or any variation of the terms or conditions of this Agreement or any judgment or order obtained by either party against the other will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

9. DEFAULT OF OWNER

In the event of the Owner defaulting or failing to perform any of the obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner and any such costs together with any amount payable to Council pursuant to this Agreement shall be capable of being



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10/08/2005 \$92.30 173



Section 173 Agreement –Karadoc Avenue Irymple

recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

EXECUTED as a deed.

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

Councillor *Peter Byrne*

Chief Executive Officer



[Signature of Tom Crouch]

Councillor *Tom Crouch*

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



[Signature of K. Atkinson]

Director

Full name *Antonio Fernando Cernaio*

Address *P.O. Box 1420*
MILDURA VIC 3502

Secretary

Full name *Antonio Fernando Cernaio*

Address *P.O. Box 1420*
MILDURA VIC 3502



AD802761F-9-1

AD802761F

10/08/2005 \$92.30 173



Section 173 Agreement -Karadoc Avenue Irymple

MORTGAGEE'S CONSENT

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

DATED this

25th

day of

July

2005.


FOR AND ON BEHALF OF
NATIONAL AUSTRALIA BANK LIMITED



AD802761F-10-9

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BY LETTER

WITHDRAWN
02 FEB 2001

181 APPLICATION

~~W898665J~~

X345213A
020301 2100 173 \$0

Accept. Nil 1.3.01
Lodged

MARTIN IRWIN & RICHARDS

Code

1008 B



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

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

LAND: Certificate of title Volume 10108 Folio 575.

Now = 10536-432 & 433 (B1)

ADDRESS OF LAND: Karadoc Avenue, Irymple

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

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

AGREEMENT DATE: 6th day of July 2000

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

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

Signature for the Responsible Authority

Name of Officer

Date

R. SEXTON

13/2/01



DX345213A-1-5

14 SEP 2000

See
8/3/01

SECTION 173 AGREEMENT

THIS AGREEMENT is made on the 6th day of July 2000.

PARTIES

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

WHEREAS

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

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

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



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

NOW THIS AGREEMENT WITNESSETH as follows:



1. Interpretation

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

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

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

2. Owner Covenants

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

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

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

3. Additional matters

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

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

4. Default of Owner

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



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

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



..... *Eileen*

COUNCILLOR

..... *Graham*

COUNCILLOR

..... *Burrows*

CHIEF EXECUTIVE OFFICER

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

..... *Blburra*

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

..... *Blburra*



X345213A
020301 2100 173 \$0



W898665J
070700 1458 173





DX345213A-7-9

MORTGAGEE'S CONSENT

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

DATED this 5 day of JUNE 2000.

Registrar of Titles

Please register this dealing and hand title

To issue to

Commonwealth Development Bank of Australia

Manager

Registrar of Titles

Please register this dealing

and hand title to issue to

Commonwealth Bank of Australia

00219

Sh. Hamilton

Manager

X345213A

020301 2100 173 \$0



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

LISA JEANETTE MONTESANTI under Power dated 17 June 1994 a certified copy of which is filed in Permanent Order Book 277 Page 007 (cont'd).

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

Sh. Hamilton

Montesanti

W898665J

070700 1458 173



Colour Code

Y - Yellow
R - Red

G - Green
BN - Brown
BL - Blue

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

Copies of Titles and Grants Vol 9358 and above
are supplied pursuant to Section 114(5) of the
Transfer of Land Act 1958

DATE

18 DEC 1995

LAND TITLES OFFICE



ORIGINAL

NOT TO BE TAKEN FROM THE OFFICE
OF TITLES



VICTORIA

REGISTER BOOK

VOL. 10108 FOL 575

Certificate of Title

UNDER THE "TRANSFER OF LAND ACT"

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

Derived From
Vol. 4155 Fol. 897

5/4/93

Assistant Registrar of Titles



ENCUMBRANCES REFERRED TO

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

Any other encumbrances shown or entered on the said Plan-

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

THE RESERVATIONS AND CONDITIONS contained in Transfer 277793-

This mortgage is
not to be used as to part
of the land
29 APR 1993



DX345213A-8-6

SEE PS319653A FOR BOUNDARIES AND OTHER DETAILS

X345213A

020301 2100 173 \$0



W8986650

070700 1458 173



PLANNING PERMIT



DX345213A-9-3

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

ADDRESS OF THE LAND:

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

THE PERMIT ALLOWS:

THE CREATION OF A TWO (2) LOT SUBDIVISION

X345213A
020301 2100 173 \$0



THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. This permit shall have no force or effect until such time as negotiations are completed by the developer to the satisfaction of the Lower Murray Region Water Authority, Powercor Australia and Telecom Australia to provide underground electricity, reticulated water supply, sewerage and telephone plant to each allotment created by the subdivision.
2. The use hereby permitted shall be carried out in accordance with the endorsed plan and shall not be altered or modified without the consent of the Council.
3. The site shall be drained to the satisfaction of the Responsible Authority and without prejudice to the generality of the foregoing no stormwater, sullage, sewage or polluted drainage shall drain or discharge from the land to adjoining properties.
4. That the developer be required to pay a cash contribution at a rate of 5 percentum of the value of the land, as identified by the Responsible Authority, in accordance with the Subdivision Act 1988 for Lot 2, prior to the issue of the Statement of Compliance.
5. Prior to the issue of the Statement of Compliance, an overall development plan for the portion of Lot 3 abutting Lot 2, fronting Karadoc Avenue, must be submitted to the satisfaction of the Responsible Authority, and approved by the Responsible Authority.
6. Council will not consent to a Statement of Compliance, issued in accordance with Section 21(1) of the Subdivision Act 1988, until such time as all planning permit conditions have been complied with.
7. A drainage headworks charge is required to be paid by the developer, at a rate per hectare, as determined by the Responsible Authority for Lot 2.
8. All existing sub-soil drainage contained within the residential allotment shall be disconnected from the existing drainage system of the horticultural property, in such a manner as to:
 - * prevent drainage water seeping under the residential allotment;
 - * be diverted via closed conduit to the legal point of discharge;
 - * not cause any detriment to the residential allotment; and

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

Sheet 1 of 4

Date issued: 10 FEBRUARY 1999

Signature for the
Responsible Authority:

W898665J
070700 1458 173



GARRY HEALY
DIRECTOR PLANNING &
ASSET DEVELOPMENT

PLANNING PERMIT



DX345213A-10-1

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

ADDRESS OF THE LAND:

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

THE PERMIT ALLOWS:

THE CREATION OF A TWO (2) LOT SUBDIVISION

X345213A
020301 2100 173 \$0



THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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

Sheet 2 of 4

Date issued: 10 FEBRUARY 1999

W898665J

070700 1458 173



Signature for the
Responsible Authority:


GARRY HEALY
DIRECTOR PLANNING &
ASSET DEVELOPMENT

PLANNING PERMIT



DX345213A-11-0

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

ADDRESS OF THE LAND:

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

THE PERMIT ALLOWS:

THE CREATION OF A TWO (2) LOT SUBDIVISION

X345213A
020301 2100 173 \$0



THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:


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

Sheet 3 of 4

Date issued: 10 FEBRUARY 1999

W898665J
070700 1458 173

Signature for the
Responsible Authority:


GARRY HEALY
DIRECTOR PLANNING &
ASSET DEVELOPMENT



PLANNING PERMIT



DX345213A-12-8

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

ADDRESS OF THE LAND: —

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

THE PERMIT ALLOWS:

THE CREATION OF A TWO (2) LOT SUBDIVISION

X345213A
020301 2100 173 \$0



THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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

Sheet 4 of 4

Date issued: 10 FEBRUARY 1999

W898865J
070700 1458 173



Signature for the
Responsible Authority:

GARRY HEALY
DIRECTOR PLANNING &
ASSET DEVELOPMENT

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 431655T



DX345213A-13-6

3
3.146ha

2
8000m²

X345213A
020301 2100 173 \$0

W8986655
070700 1458 173

AMG ZONE 54

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 mm

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

ORIGINAL

SCALE

SCALE
1:1250
SHEET
SIZE
A3

12.5 0 25 50
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ROBERT BRUCE FREEMAN

SIGNATURE DATE 11 / 8 / 1999

REF 6523



VERSION 2

Sheet 2 of 2 sheets

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION		STAGE NO. EDITION	LTO use only	Plan Number PS 431655T															
Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 4 PART LTO Base Record: COMPILED SHEET 11 Title Reference: VOL. 10108 FOL 575 Last Plan Reference: PS 319653A (LOT 2) Postal Address: KARADOC AVENUE, <small>(at time of subdivision)</small> IRYMPLE, 3498. AMG Co-ordinates E 607380 Zone: 54 <small>(of approx. centre of land in plan)</small> N 6211750		Council Certification and Endorsement Council Name: MILDURA RURAL CITY COUNCIL Ref: 1 This plan is certified under section 6 of the Subdivision Act 1988. 2 This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3 This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /																	
Vesting of Roads or Reserves		Notations																	
Identifier NIL	Council/Body/Person NIL	Staging This is/is not a staged subdivision Planning Permit No. P99/025 Depth Limitation DOES NOT APPLY																	
 LOT 1 HAS BEEN OMITTED FROM THIS PLAN. LOT 2 ONLY IS THE RESULT OF SURVEY. LOT 3 IS THE BALANCE OF TITLE.		 DX345213A-14-4																	
Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) 840 & 1094 In Proclaimed Survey Area No. _____		Easement Information Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Subject Land</th> <th style="width: 20%;">Purpose</th> <th style="width: 10%;">Width (Metres)</th> <th style="width: 15%;">Origin</th> <th style="width: 45%;">Land Benefited/In Favour Of</th> </tr> </thead> <tbody> <tr> <td>E-1</td> <td>DRAINAGE</td> <td>SEE DIAGRAM</td> <td>THIS PLAN</td> <td>FIRST MILDURA IRRIGATION TRUST.</td> </tr> <tr> <td>E-2</td> <td>DRAINAGE & WATER SUPPLY</td> <td>3</td> <td>THIS PLAN</td> <td>FIRST MILDURA IRRIGATION TRUST.</td> </tr> </tbody> </table>		Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	E-1	DRAINAGE	SEE DIAGRAM	THIS PLAN	FIRST MILDURA IRRIGATION TRUST.	E-2	DRAINAGE & WATER SUPPLY	3	THIS PLAN	FIRST MILDURA IRRIGATION TRUST.	LTO use only Statement of Compliance/ Exemption Statement Received <input type="checkbox"/> Date / / LTO use only PLAN REGISTERED TIME DATE / / Assistant Registrar of Titles Sheet 1 of 2 Sheets		
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of															
E-1	DRAINAGE	SEE DIAGRAM	THIS PLAN	FIRST MILDURA IRRIGATION TRUST.															
E-2	DRAINAGE & WATER SUPPLY	3	THIS PLAN	FIRST MILDURA IRRIGATION TRUST.															
FREEMAN & FREEMAN LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236 239		LICENSED SURVEYOR (PRINT) ROBERT BRUCE FREEMAN SIGNATURE..... DATE 11 / 8 / 99 REF 6523 VERSION 2 DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3																	

Build with confidence!



FORM 2
Building Act 1993
Building Interim Regulations 2017
Regulation 313

BUILDING PERMIT WITH CONDITIONS

PERMIT NO: BS-U 29378-20180166/0

ISSUED TO:-

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

OWNERSHIP DETAILS:-

Owners:	Jackson Oxley & Charlotte Lion	PO Box 131	NICHOLS POINT VIC 3501
Phone:		Mobile: 0430 466 280	

PROPERTY DETAILS:-

Lot: 25	No: 9	Marita Court	IRYMPLE VIC 3498
Municipality:	Mildura Rural City Council		
Title Details:	PS: 724009U	Volume: 11941	Folio: 503
Site Area:	746m2		

BUILDER:-

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

DETAILS OF DOMESTIC BUILDING WORK INSURANCE:-

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

Insurance Provider Name:	VMIA Victorian Managed Insurance Authority
Policy No:	C361601
	Date Issued: 08/05/2018

DETAILS OF RELEVANT PLANNING PERMIT:-

Not Applicable

NATURE OF BUILDING WORK:-

Construction of Dwelling, Garage & Alfresco Area
Building Classification: 1ai & 10a
Part of Building: As per Plans
Project Use: Occupation & Storage
Total New Floor Area: 243m2
Project Estimated Value: \$264,689
No of Storeys: 1
Allowable Live Load: 1.5Kpa

PRESCRIBED REPORTING AUTHORITIES:-

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

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

INSPECTION REQUIREMENTS:-

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

OCCUPATION OR USE OF BUILDING:-

An Occupancy Permit is required at completion of works

COMMENCEMENT AND COMPLETION:-

Building work is to be commenced by: 15/05/2019 and is to be completed by 15/05/2020

Details of building practitioners and architects

a) to be engaged in the building work³

Type	Name
Builder	Ross Williams

Registration Number
DB-U 12963

b) who were engaged to prepare documents forming part of the application for this permit⁴

Type	Name
Drafting	Narelle Draper
Engineer	Malcolm Gallasch

Registration Number
DP-AD 19093
EC 1015

PRIVATE BUILDING SURVEYOR:-

TIM ANDERSON

REGISTRATION NO:

BS-U 29378

SIGNATURE:



ISSUE DATE:

15/05/2018

NOTES

Note 1: Under Regulation 318, an owner of as building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name of address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.

Note 2: Under Regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure the registration numbers and contact details of the builder and building surveyor and the number and date of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies.

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include only building practitioners with no further involvement in the building work.

Note 5 : Domestic builders carrying out domestic building work forming part of this permit(where the contract price for that work is more than \$16 000) must be covered by an insurance policy as required under section 135 of the **Building Act 1993**.

BUILDING PERMIT CONDITIONS

PERMIT NO: BS-U 29378-20180166/0

1. GENERAL

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

2. INSURANCE

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

3. SANITARY FACILITIES

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

4. BOUNDARY LOCATION

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

5. SITE PREPARATION

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

6. SMOKE DETECTORS

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

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

7. STORMWATER DRAINAGE

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

8. PLUMBING CERTIFICATION

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

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

9. CONSTRUCTION REQUIREMENTS

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

10. WATERPROOFING

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

11. TIMBER FRAMING

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

12. TERMITE CONTROL

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

13. SECTION 173 AGREEMENTS, COVENANTS & OTHER RESTRICTION

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

14. ENERGY EFFICIENCY REQUIREMENTS

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

15. DRAINS & SEWERS

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

16. SOLAR HOT WATER

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

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

17. GLAZING

All windows and doors are to comply with Australian Standards AS 1288 - 2006 and AS 2047-14.

~END OF CONDITIONS~

SIGNATURE:



REGISTRATION NO: BS-U 29378

ISSUE DATE: 15/05/2018

Page 3 of 3

Build with confidence!



ANDERSON GROUP
BUILDING SURVEYORS AND CONSULTANTS

FORM 16
Building Act 1993
Building Regulations 2018
Regulation 192

OCCUPANCY PERMIT

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

Property Details:

Site Address: 9 Marita Court IRYMPLE VIC 3498
Title Details: Lot 25 PS: 724009U Volume: 11941 Folio: 503
Municipal District: Mildura Rural City Council

Building Permit Details:

Building Permit Number: 20180166 dated 15/05/2018
Version of BCA Applicable to Building Permit: NCC BCA 2016 Volume 2

Building Details:

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

Suitability for Occupation:

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

Relevant Building Surveyor:

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

Building Practitioner Registration No: BS-U 29378
Occupancy Permit No: 20180166
Date of Issue: 26 November 2018
Date of Final Inspection: 20 November 2018

Signature:

Domestic Building Insurance

Certificate of Insurance

Charlotte Lion, Jackson Oxley

**PO Box 131
NICHOLS POINT
VIC 3501**

Policy Number:
C361601

Policy Inception Date:
08/05/2018

Builder Account Number:
009779

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

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**
At the property: **Lot 25 Marita Court IRYMPLE VIC 3498 Australia**
Carried out by the builder: **ESTILO PTY LTD**
Builder ACN: **109318685**

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

For the building owner(s): **Charlotte Lion, Jackson Oxley**

Pursuant to a domestic building contract dated: **24/03/2018**

For the contract price of: **\$ 264,689.00**

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

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

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

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

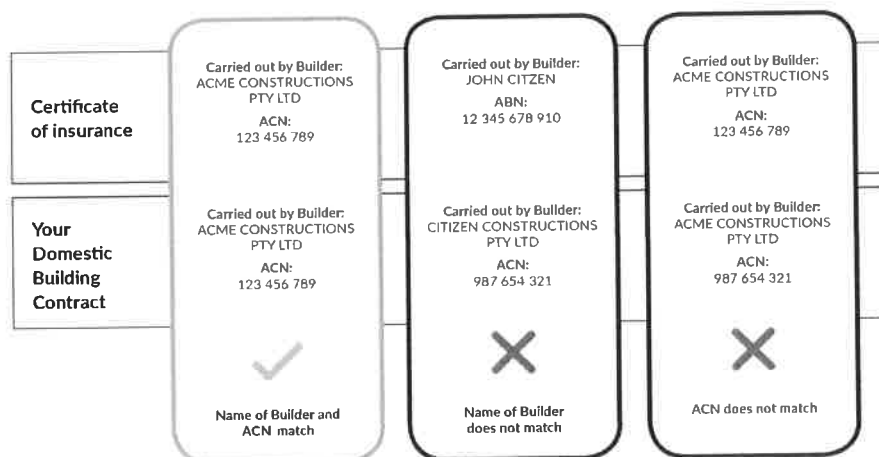
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

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

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

Below are some example of what to look for



LEGEND

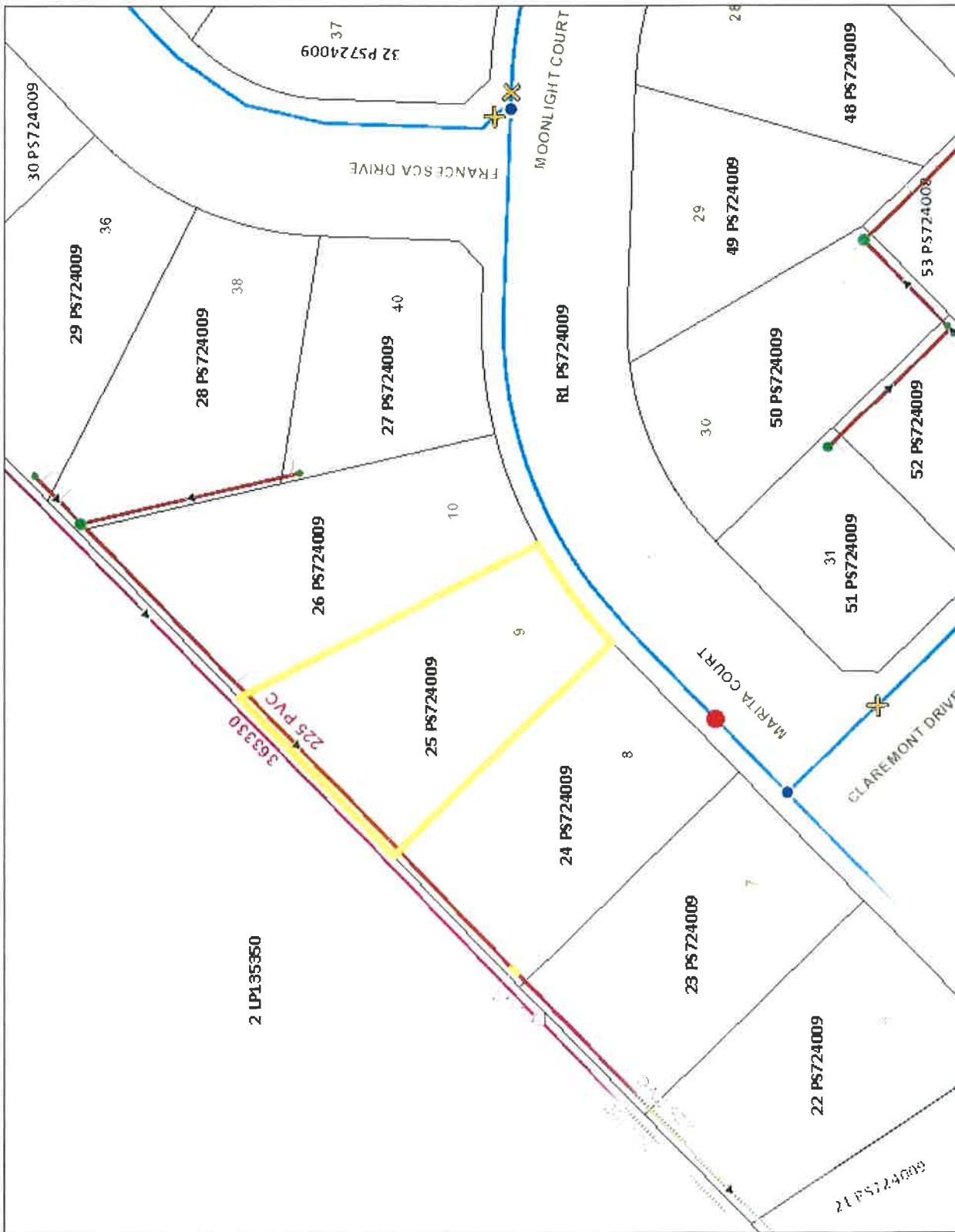
- LMW Urban Sewer
- Gravity Pipeline
- Rising Main Pipeline
- Pressure Main Pipeline
- LMW Urban Sewer Pipeline
- LMW Rural Inflow
- Pipeline
- Channel
- LMW Rural Channel
- Gravity Pipeline
- Rising Main Pipeline
- Channel



GDA_1994_MGA_Zone_54
© Lower Murray Urban
and Rural Water Corporation

Notes/Comments

LMW DISCLAIMER: The accuracy and completeness shown on this plan is not guaranteed and therefore shall be used as a guide only. The user is responsible to provide locations and depths in the field. This information is only to be used for the initial project and shall not be passed onto a third party. Note: For further assistance please contact LMW.



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 23 February 2021 02:16 PM

PROPERTY DETAILS

Address: **9 MARITA COURT IRYMPLE 3498**
Lot and Plan Number: **Lot 25 PS724009**
Standard Parcel Identifier (SPI): **25\PS724009**
Local Government Area (Council): **MILDURA**
Council Property Number: **413076**
Planning Scheme: **Mildura**
Directory Reference: **VicRoads 537 Q2**

www.mildura.vic.gov.au

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

UTILITIES

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

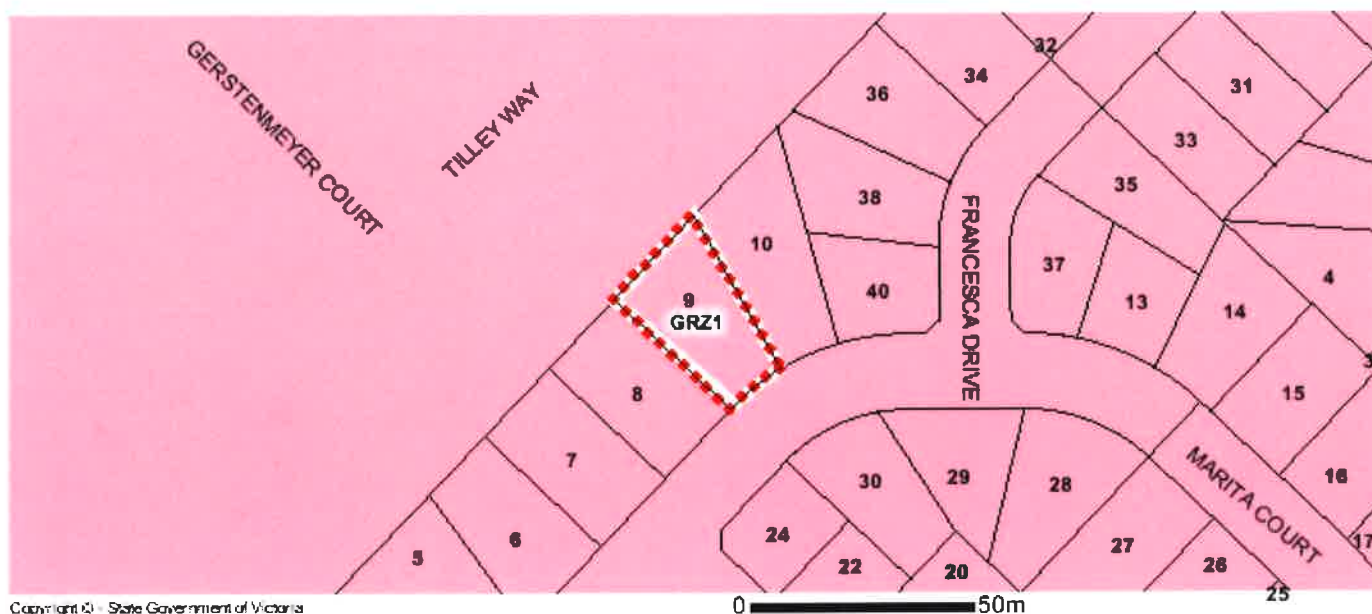
STATE ELECTORATES

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

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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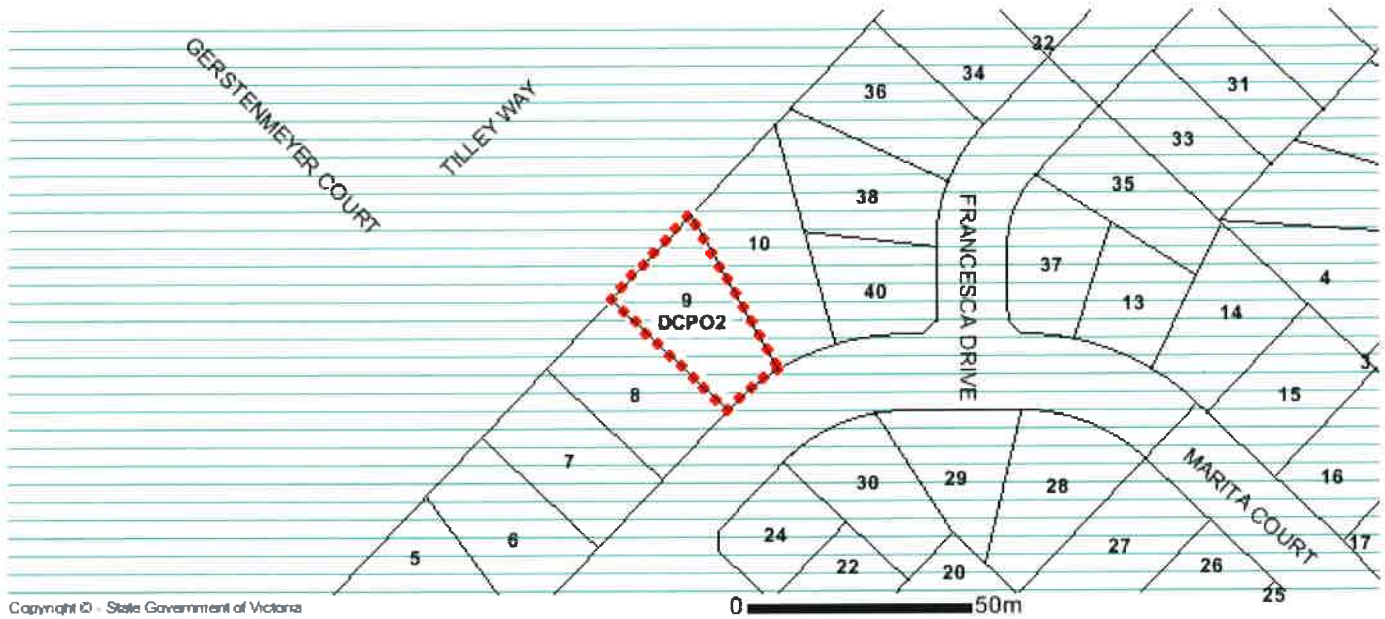
GRZ - General Residential

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

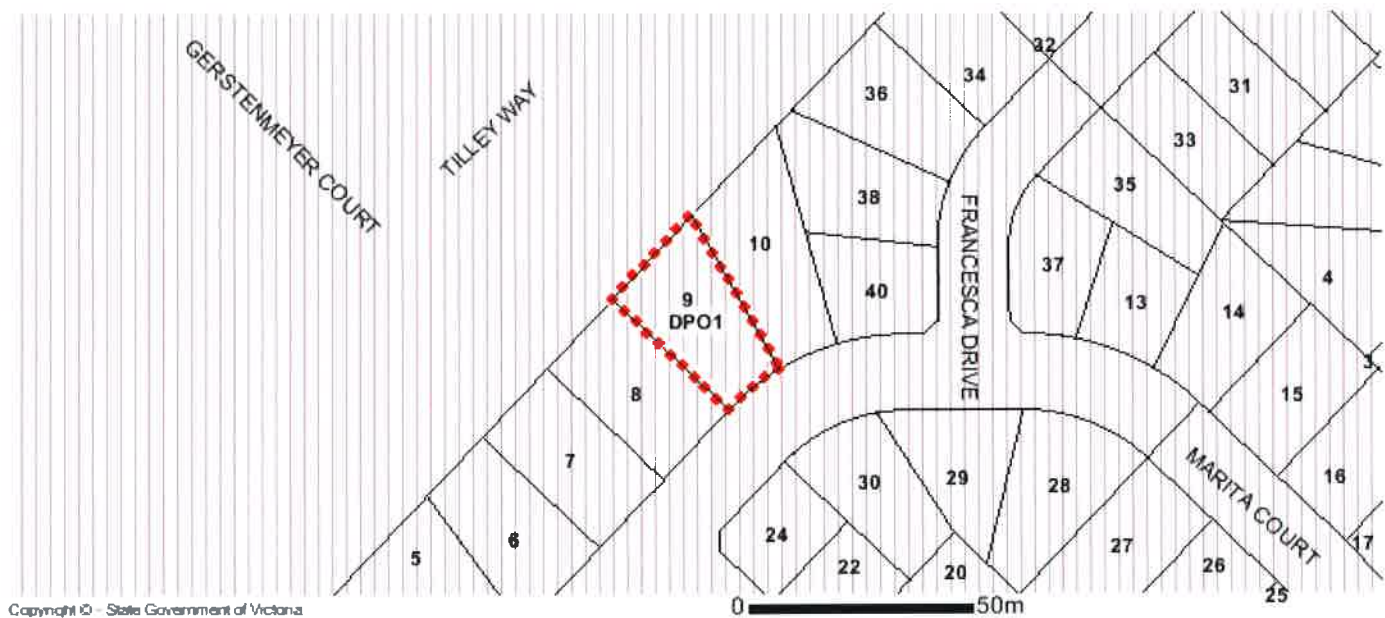


DCPO - Development Contributions Plan

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)



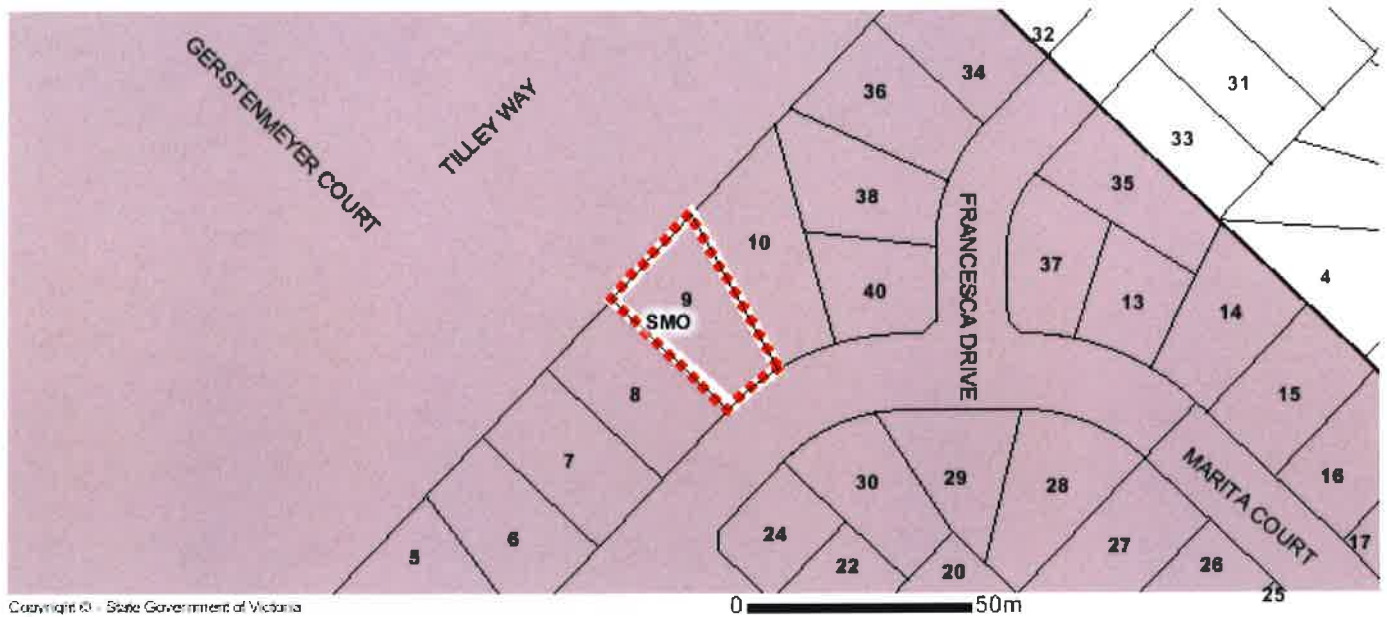
DPO - Development Plan

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

Planning Overlays

[SALINITY MANAGEMENT OVERLAY \(SMO\)](#)

[SALINITY MANAGEMENT OVERLAY SCHEDULE \(SMO\)](#)

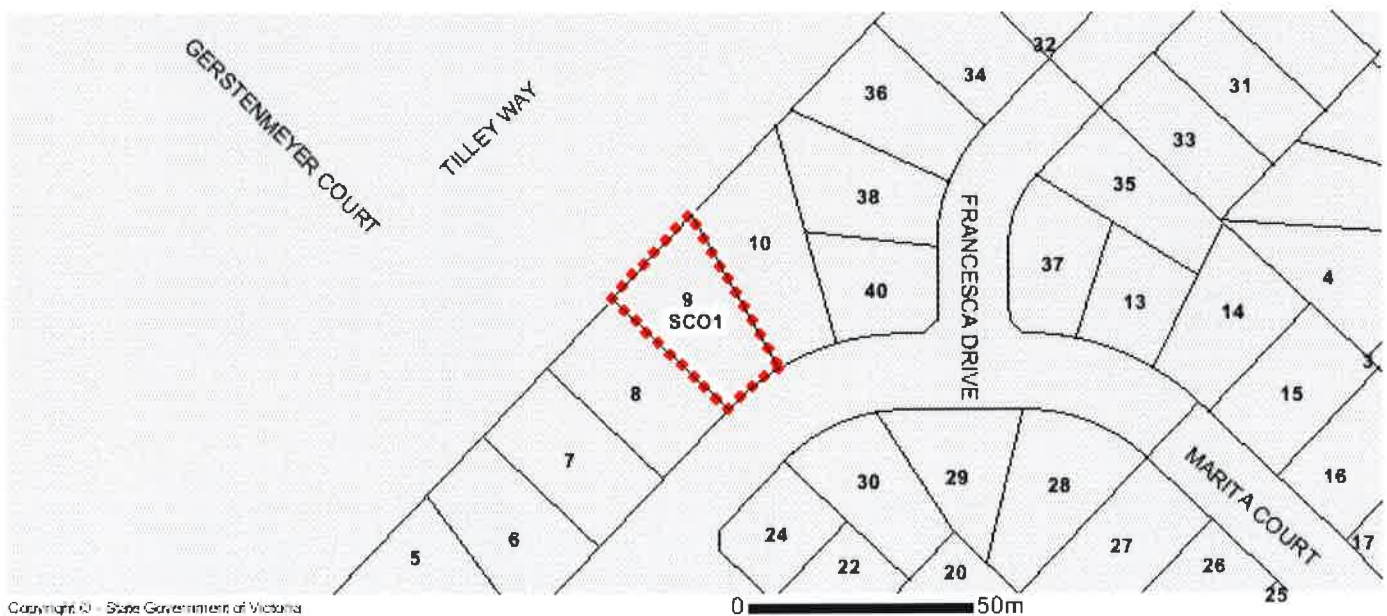


 SMO - Salinity Management

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

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)

[SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 \(SCO1\)](#)



 SCO - Specific Controls

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

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

PLANNING PROPERTY REPORT: 9 MARITA COURT IRYMPLE 3498

Further Planning Information

Planning scheme data last updated on 17 February 2021.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

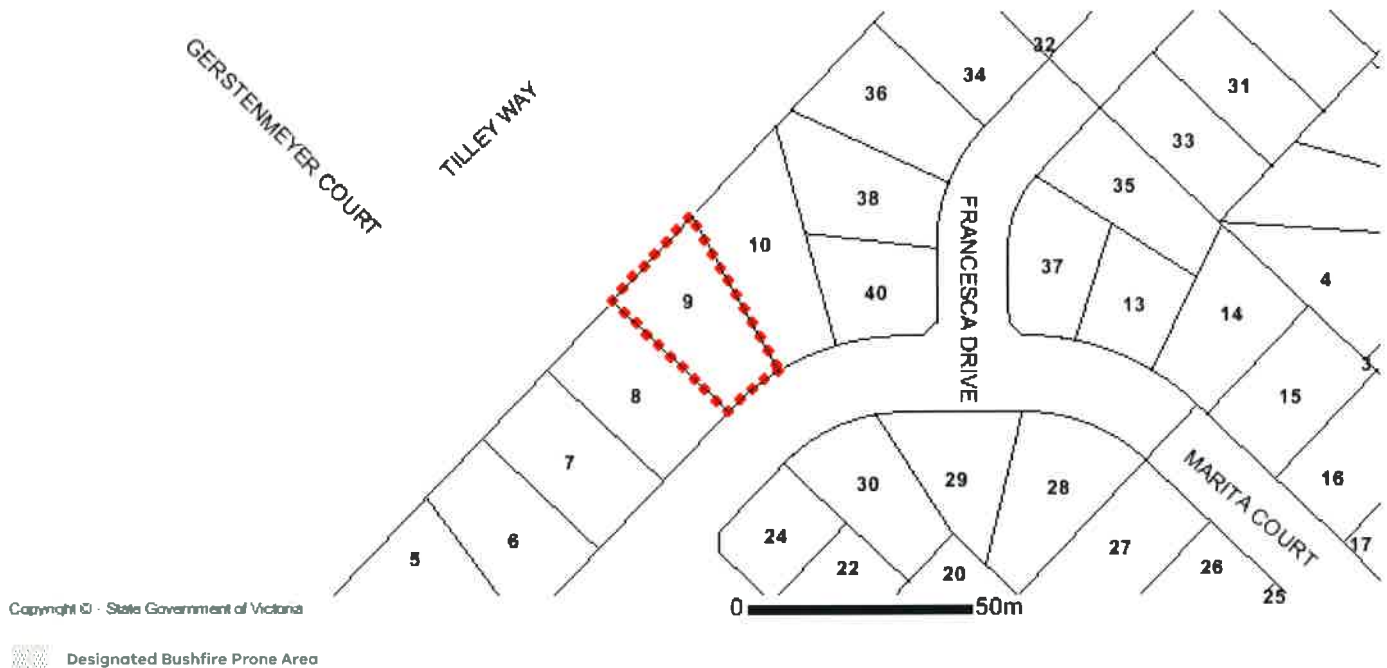
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



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

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

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

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

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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