

SECTION 32 STATEMENT

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

Vendor: Paul Francis Cosgrove and Young Hee Cosgrove-Kim

Property: 7 Jobson Court MILDURA VIC 3500

VENDORS REPRESENTATIVE

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

PO Box 1012
MILDURA VIC 3502

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

Ref: Jenni Foster

SECTION 32 STATEMENT
7 JOBSON COURT MILDURA VIC 3500

1. FINANCIAL MATTERS

- (a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Mildura Rural City Council	\$1,906.22	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

No such Insurance has been effected to the Vendors knowledge.

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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7 JOBSON COURT MILDURA VIC 3500

(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: Mildura Rural City Council 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):-

No such Building Permit has been granted to the Vendors knowledge.

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	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

9. TITLE

Attached are the following document/s concerning Title:

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

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

10. DUE DILLIGENCE CHECKLIST

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

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Paul Francis Cosgrove and Young Hee Cosgrove-Kim

Signature/s of the Vendor

x

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

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

Terms contracts – S32A(d)

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

Register Search Statement - Volume 9849 Folio 923

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

VOLUME 09849 FOLIO 923

Security no : 124089854582E
Produced 12/05/2021 01:29 PM

LAND DESCRIPTION

Lot 28 on Plan of Subdivision 213495W.
PARENT TITLE Volume 09727 Folio 238
Created by instrument LP213495W 07/12/1988

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
YOUNG HEE COSGROVE-KIM
PAUL FRANCIS COSGROVE both of 17 MILL COURT WHEELERS HILL VIC 3150
AF110676L 05/06/2007

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT P079510Y 16/03/1989

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 or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 52A TOWN AND COUNTRY PLANNING ACT 1961
M546080Y 03/11/1986

DIAGRAM LOCATION

SEE LP213495W 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)

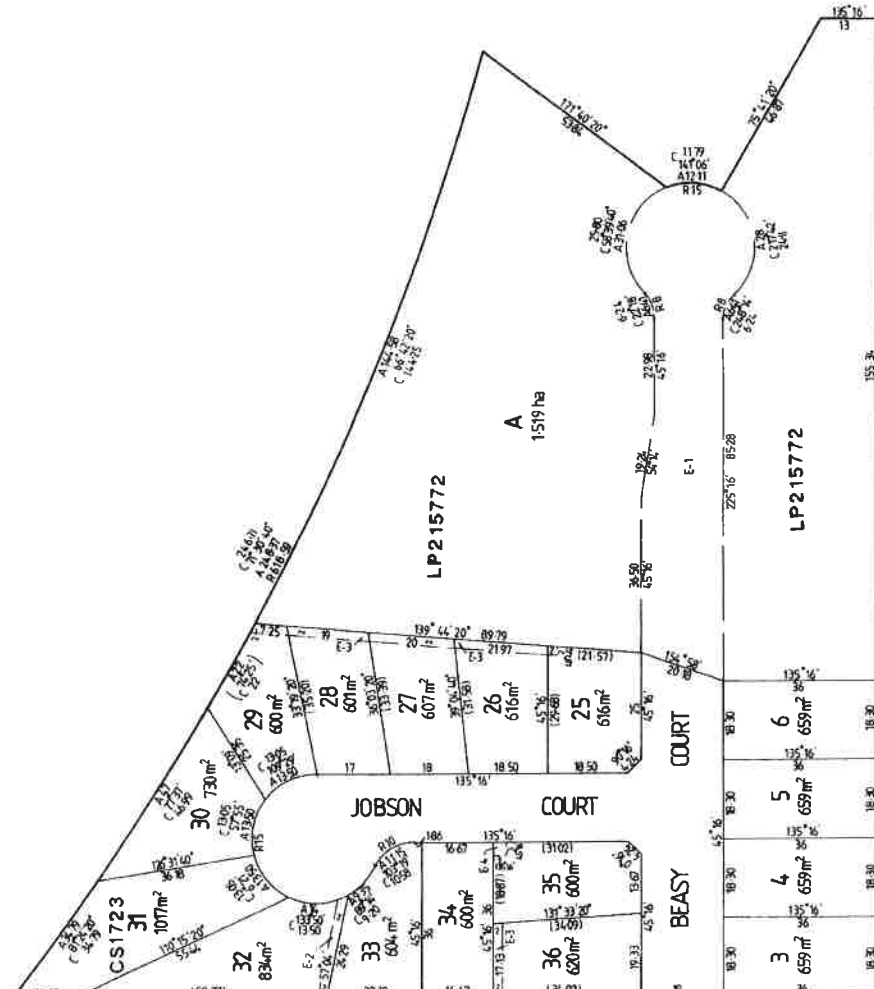
Street Address: 7 JOBSON COURT MILDURA VIC 3500

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 12/05/2021, for Order Number 68036837. Your reference: WW:173-21.

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1	2	3	4	5	6	7	8
 <p>213495W</p> <p>FOURTEENTH STREET</p>						<p>OFFICE USE ONLY</p> <p>LP 213495W</p> <p>EDITION 1</p> <p>RIGHT-TOWNSHIP/CHART 15</p>	
<p>NOTATIONS</p> <p>LAND SUBJECT TO EASEMENT</p> <p>E-1 - WAY, DRAINAGE, SEWERAGE AND SUPPLY OF WATER, TELEPHONE & ELECTRICITY VIDE L.P. 205863 P</p> <p>PART OF THE ROAD WITHIN THE CONTIGUOUS THICK LINES IS FURTHER ENCLOSED BY AN EASEMENT FOR WAY, DRAINAGE, SEWERAGE, SUPPLY OF WATER, TELEPHONE & ELECTRICITY VIDE L.P. 205863 P</p> <p>LAND APPROPRIATED OR SET APART</p> <p>E-2 - DRAINAGE</p> <p>E-3 - SEWERAGE</p> <p>E-4 - ELECTRICITY SUPPLY</p> <p>ROADS WITHIN THE CONTIGUOUS THICK LINES FOR WAY, DRAINAGE, SEWERAGE AND SUPPLY OF WATER, TELEPHONE AND TELEPHONE</p> <p>OTHER NOTATIONS</p> <p>ADJACENT TITLES (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN</p> <p>TANGENT POINTS ARE SHOWN THIS</p>						<p>TO BE COMPLETED WHERE APPLICABLE</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NOS :</p> <p>IN PROCLAIMED SURVEY AREA NO</p> <p>THE LAND TO BE SUBDIVIDED IS SHOWN ENCLOSED BY THICK LINES</p> <p>TITLE REF : VOL 9777 FOL 238</p> <p>LAST PLAN REF : L.P. 205863 P (LOT A)</p>	
<p>CERTIFICATE OF MUNICIPAL CLERK</p> <p>MUNICIPALITY CITY OF MILDURA COUNCIL REF</p> <p>CERTIFICATE A</p> <p>THIS PLAN ACCORDS WITH A PLAN SEALED BY THE COUNCIL UNDER SECTION 608D OF THE LOCAL GOVERNMENT ACT 1989 ON CONFIRMED BY THE PLANNING APPEALS BOARD ON AND A REQUIREMENT NO REQUIREMENT PURSUANT TO SECTION 608E OF THE LOCAL GOVERNMENT ACT 1989 HAS BEEN MADE</p> <p>DATE MUNICIPAL CLERK</p>						<p>PLAN OF SUBDIVISION</p> <p>COUNTY KARKAROO CH'S</p> <p>PARISH MILDURA</p> <p>CROWN PORTION 2 (PART)</p>	
<p>CERTIFICATION BY SURVEYOR</p> <p>TOMKINSON & ASSOC.</p> <p>140 MACDON AVENUE, MILDURA 3500</p> <p>PH 050 236239</p> <p>4636</p> <p>AMENDMENTS</p>						<p>PLAN APPROVED</p> <p>AT 7.12.88</p> <p>ON</p> <p>(ASSISTANT) REGISTRAR OF TITLES</p>	
<p>AMENDMENTS</p>						<p>NUMBER OF SHEETS IN PLAN 1</p> <p>NUMBER OF THIS SHEET 1</p> <p>SCALE</p> <p>ORIGINAL SCALE SHEET SIZE A2</p> <p>LENGTHS ARE IN METRES 1:800</p> <p>OFFICE USE ONLY</p> <p>LP 213495W</p> <p>VICTORIA</p>	

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Lodged at the Titles Office by

NEGRO

160389 1712 45 \$0 P079510Y

U1033 1114 45 20 P053108V

WESTPAC

Code **023L**

P79510Y

VICTORIA

TRANSFER OF LAND

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land

(Note 5)

Lot 28 on Plan of Subdivision No. 213495W being the whole of the land contained in Certificate of Title Volume 9849 Folio 923

STAMP DUTY VICTORIA
U#04C#1 S#1 T#003769 00007547 01/02/23
R#019914 D#44 \$301.00

Consideration

(Note 6)

Transferor

(Note 7)

BONITAS ANNA NOMINEES PTY. LTD.
DEVENTA JAN NOMINEES PTY. LTD.
ULFORT PTY. LTD.

Transferee

(Note 8)

JIKIMA PTY. LTD.
of 25 Herbert Street, Robinvale

Estate and Interest

(Note 9)

All its Estate and Interest in the Fee Simple

Directing Party

(Note 10)

Not applicable

Creation (or Reservation) of Easement
and/or
Covenant

(Notes 11-12)

"See Over"

T2

Office Use Only



A memorandum of the within instrument
has been entered in the Register Book.



30 MAY 1999

Approval No. T2/1

ROBINVALE BCC7

COVENANT

DEVENTA JAN NOMINEES PTY. LTD., and ULFORT PTY. LTD., their permitted assigns and successors and transferees, registered proprietor or proprietors for the time being of so much of the land as constitutes the allotments on the said Plan of Subdivision other than the lot hereby transferred that they the said Purchasers their heirs executors and administrators and transferees will not:

- (a) Erect or allow to be erected on the land hereby transferred any dwelling or residence other than a dwelling or residence of which the outer wall shall be of brick or brick veneer construction."
- (b) Will not allow the construction of or adaptation to flats as defined in the City of Mildura Planning Scheme for a period of five (5) years from the date of approval of the said Plan of Subdivision by the Office of Titles on Lots 1 to 36, 38 to 42, all inclusive on the said Plan of Subdivision

COVENANT

"and the said Purchasers with the intent that the benefit of this covenant shall be attached to and run at law and in equity with every lot on the said Plan of Subdivision other than the lot hereby transferred and the burden of this covenant shall be annexed to and run at law and in equity with the said land hereby transferred BOTH HEREBY for themselves, their heirs, executors administrators and transferees covenant with the said BONITAS ANNA NOMINEES PTY. LTD., DEVENTA JAN NOMINEES PTY. LTD., and ULFORT PTY. LTD., their permitted assigns and successors and transferees, registered proprietor or proprietors for the time being of so much of the land as constitutes the allotments on the said Plan of Subdivision other than the lot hereby transferred that they the said Purchasers their heirs executors and administrators and transferees will not:

- (a) Erect or allow to be erected on the land hereby transferred any dwelling or residence other than a dwelling or residence of which the outer wall shall be of brick or brick veneer construction."
- (b) Will not allow the construction of or adaptation to flats as defined in the City of Mildura Planning Scheme for a period of five (5) years from the date of approval of the said Plan of Subdivision by the Office of Titles on Lots 1 to 36, 38 to 42, all inclusive on the said Plan of Subdivision

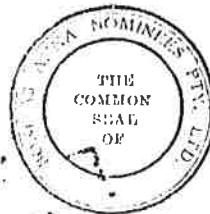
Date 30 DAY OF JANUARY 1987

(Note 13)

Execution and Attestation

(Note 14)

THE COMMON SEAL of BONITAS ANNA NOMINEES PTY. LTD.)
was hereunto affixed in accordance with its)
Articles of Association in the presence of:-)



Director: *Y. Favan* Secretary: *[Signature]*

EXECUTED by the said ULFORT PTY. LTD. by being
signed sealed and delivered by its Attorneys
FRANK FARACI and YVONNE FARACI under Power of
Attorney dated the 10/9/86 in the presence of:-

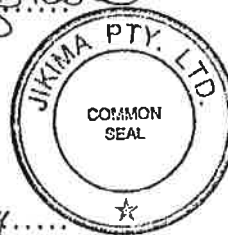
[Signature]
Y. Favan
22 JUN 1987

THE COMMON SEAL of DEVENTA JAN NOMINEES PTY. LTD.)
was hereunto affixed in accordance with its)
Articles of Association in the presence of:-)



Director: *[Signature]* Secretary: *Beverly Poole*

THE COMMON SEAL of JIKIMA PTY. LTD. was hereunto)
affixed in accordance with its Articles of)
Association in the presence of:-)



Director: *V. A. Kelley* Secretary: *N. M. Radley*

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FEE AMENDED
5.11.1986

[Signature]
Assistant Registrar of Titles

031186 1007 TCP \$42 M546080Y

REGD

CITY OF MILDURA

AGREEMENT

APPLICATION PURSUANT TO SECTION 52B(1) OF THE
TOWN AND COUNTRY PLANNING ACT 1958

Citizens
THE MAYOR, COUNCILLORS AND RATEPAYERS of the CITY OF MILDURA HEREBY APPLY

to have a Memorandum of the Agreement pursuant to Section 52A of the
Town and Country Planning Act 1958 dated 29th October, 1986 and made
between themselves as Responsible Authority and BONITAS ANNA NOMINEES PTY. LTD
DEVENTA JAN NOMINEES PTY. LTD. and ULFOPT PTY. LTD. as Owners of

ALL THAT piece of land more particularly described in Certificate of
Title Volume 3704 Folio 722, *now = whole of 91 971 16 093* a copy of which agreement is annexed hereto
entered on the said Certificate of Title.

*X52B application
to be transferred
to all c/s/r to
issue.*
DATED 30th October, 1986



M546080Y-1-0

THE COMMON SEAL of THE MAYOR, COUNCILLORS
AND CITIZENS OF THE CITY OF MILDURA was
hereunto affixed in the presence of :

[Signature] MAYOR

[Signature] COUNCILLOR

[Signature] TOWN CLERK

A memorandum of the within instrument
has been entered in the Book

DATED

MILDURA CITY COUNCIL

- and -

BONITAS ANNA NOMINEES PTY. LTD.,

DEVENTA JAN NOMINEES PTY. LTD., &

ULFORT PTY. LTD..

APPLICATION PURSUANT TO SECTION 52B(1)
OF THE TOWN AND COUNTRY PLANNING ACT
1958

MILDURA CITY COUNCIL,
Deakin Avenue,
MILDURA.
050 22 2777
RJM/MF.
L11/1076/920



THIS AGREEMENT is made the 29th day of October 1986

BETWEEN :

THE MAYOR COUNCILLORS AND CITIZENS OF
THE CITY OF MILDURA (the Council)

\$42 1546080Y

of the first part

- and -

BONITAS ANNA NOMINEES PTY LTD
DEVENTA JAN NOMINEES PTY LTD
and

ULFORT PTY LTD

the registered office for each being situate at
52 McRae Street, Swan Hill (the Owner)

of the second
part

WHEREAS :

A. The Owner is or is entitled to be registered at the Office of Titles as the proprietor of all that piece of land described in the First Schedule hereto situated at and known as Lots 6 and 7 Fourteenth Street Mildura (the land)

B. The Owner made application to the Council as the Responsible Authority under the City of Mildura Planning Scheme for a permit:

To subdivide for the purpose of a residential subdivision.
(Application No. A.59/86 dated the 5th day of May 1986)

C. The Council by Notice of Determination dated the 11th day of September 1986 determined to grant a permit to subdivide the land in accordance with the endorsed plan and subject to various conditions including a condition which provided as follows:-



DM546080Y-2-7



Natural Resources and Environment

AGRICULTURE • RESOURCES CONSERVATION • LAND MANAGEMENT

INTENTIONALLY



BLANK



- 2 -

"The applicant shall enter into a Section 52A Agreement with the Council of the City of Mildura. Such agreement is to preclude the development of flats upon ALL lots created except Lots 37, 43 and 44 in the subdivision hereby permitted"

a copy of which is annexed hereto.

- D. 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 being an agreement under Section 52A of the Town and Country Planning Act.

NOW THIS AGREEMENT WITNESSETH as follows :-

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

"Permit" shall mean the permit issued by the Council as a result of the Notice of Determination referred to in recital D. hereof.

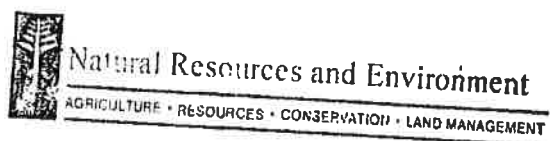
2. The Owner covenants and agrees to comply with, carry out and observe Condition 1 of the Permit.

3. The Owner further covenants and agrees as follows :-

To prohibit the construction of or adaptation to flats as defined in the City of Mildura Planning Scheme for a period of five (5) years from the date of approval of the Plan of Subdivision by the Office of Titles on Lots 1 to 36, 38 to 42, all inclusive and coloured blue on the plan annexed hereto.



DM546080Y-3-4



INTENTIONALLY
BLANK

- 3 -

4. The Owner agrees to do all things necessary to enable the Council to enter a memorandum of this Agreement on the Certificate of Title to the land in accordance with Section 52B of the Town and Country Planning Act including signing any further agreement acknowledgement or document to enable the said memorandum to be registered under that section.
5. The covenants and agreements of the Owner under this Agreement shall cease and the Owner will be released from his obligations under this Agreement upon the Council delivering to the Owner a certificate stating that the subdivision has been carried out and completed and the Owner has complied with the terms of this Agreement to its satisfaction.

~~6. The Mortgagee consents to the Owner entering into this Agreement with the Council.~~

B. Ba
V

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written

The Common Seal of the MAYOR
COUNCILLORS AND CITIZENS OF THE
CITY OF MILDURA was hereunto affixed
in the presence of:

..... MAYOR
..... COUNCILLOR
..... TOWN CLERK



DM546080Y-4-1



Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

INTENTIONALLY



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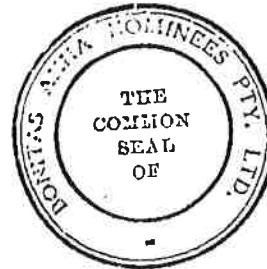


The Common Seal of BONITAS ANNA
NOMINEES PTY LTD was hereunto
affixed in the presence of:

O Handreich

Y. Faran DIRECTOR

J. Faran SECRETARY



The Common Seal of DEVENTA JAN
NOMINEES PTY LTD was hereunto
affixed in the presence of:

O Handreich

Whence DIRECTOR

Beverly P. Poot SECRETARY



~~The Common Seal of ULFORT PTY LTD~~
was hereunto affixed in the presence
of:

..... DIRECTOR

..... SECRETARY

Executed by the said ULFORT PTY. LTD. by)
being signed sealed and delivered by its)
Attorneys under Power of Attorney dated)
the 10/9/86 in the presence of:)

J. Faran
Y. Faran

O. Handreich





Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

INTENTIONALLY



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FIRST SCHEDULE

Part of Lots 6 and 7 on Plan of Subdivision No. 2496 being the whole of the land in Certificate of Title Volume 3704 Folio 722.



0M346080Y-6-6

 **Natural Resources and Environment**
AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

 **INTENTIONALLY**
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Bonitas Anna Nominees Pty. Ltd.,
Deventa Jan Nominees Pty. Ltd.
4 Wilson Street,
SWAN HILL, VIC., 3585

Town and Country Planning Act 1961

CITY OF MILDURA PLANNING SCHEME

MODIFIED
PLANNING PERMIT No. P.59/86

OFFICE USE ONLY

A.59/86

Subject to the conditions (if any) set out hereunder the following is hereby permitted:

To subdivide land in accordance with the modified plan submitted and to construct a single detached house upon each lot created upon land described in the application as being Part Crown Portion 2, Block E, Section 16, Part Lots 6 & 7 on L.P. 2496 situated in Fourteenth Street, City of Mildura subject to the following conditions:-



DM546080Y-7-3


Conditions:



1. The applicant shall enter into a Section 52A Agreement with the Council of the City of Mildura. Such agreement is to preclude the development of flats upon all lots created except Lots 37, 43 & 44 in the subdivision hereby permitted.
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 road pavement within the 19 metre road reservation shall be at least 8 metres in width and 6.7 metres minimum width within those roads having a 16 metre road reservation.
4. The site shall be drained to the satisfaction of the Responsible Authority and without prejudice to the generality of the foregoing, no stormwater, sullage, sewerage or polluted drainage shall drain or discharge from the land to adjoining properties.
5. No topsoil shall be removed from the land without the consent of the Responsible Authority and any topsoil disturbed as a result of works permitted by this permit shall be stockpiled on the site for later redressing the land.
6. All disturbed surfaces on the land authorised by this permit except those areas set aside for roadways and footpaths shall be dressed with topsoil and where appropriate revegetated and stabilised to the satisfaction of the Responsible Authority so as to prevent any erosion or siltation either on or adjacent to the land.
7. That reticulated water and sewerage systems be provided to the satisfaction of the Sunraysia Water Board.

11th September, 1986

(Date of Determination)

R. G. Hocking
(Signed)

 **Natural Resources and Environment**
AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

INTENTIONALLY
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Bonitas Anna Nominees Pty. Ltd.
Deventa Jan Nominees Pty. Ltd.

Town and Country Planning Act 1961

OFFICE USE ONLY

A.59/86

CITY OF MILDURA PLANNING SCHEME

PLANNING PERMIT No. P.59/86

Conditions:

8. The provision of reticulated underground electricity service shall be provided for within the subdivision to service each allotment created to the satisfaction of the Responsible Authority.
9. All works associated with the construction of roads shall be commenced and completed to the satisfaction of the City Engineer.
10. Pursuant to Section 18 (5) of the Town and Country Planning Act 1961, 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.



DM546080Y-8-1

11th September, 1986

(Date of Determination)

R. E. Hocking
(Signed)



Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

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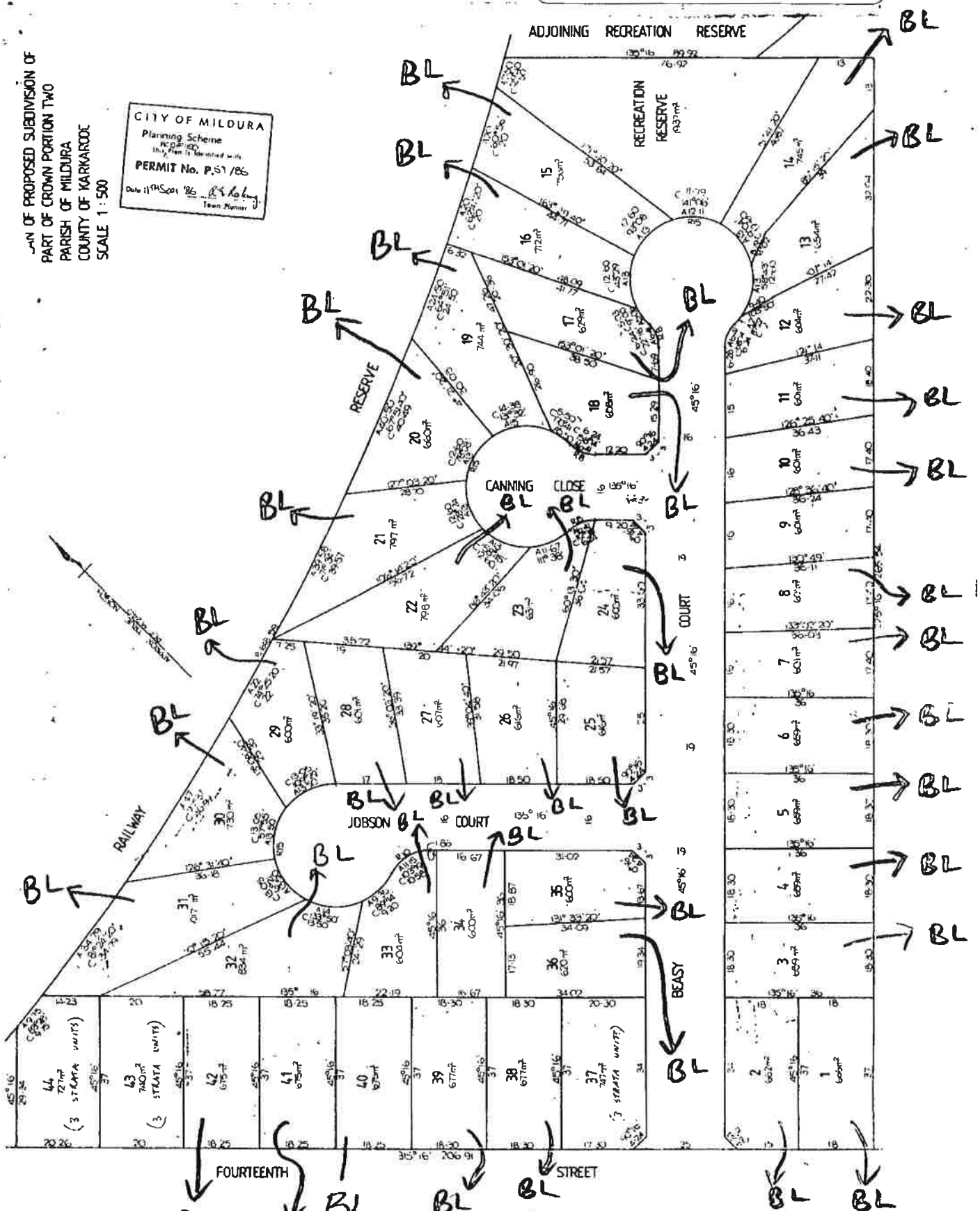




DM546080Y-9-8

PLAN OF PROPOSED SUBDIVISION OF
PART OF CROWN PORTION TWO
PARISH OF MILDURA
COUNTY OF KARKAROO
SCALE 1:500

CITY OF MILDURA
Planning Scheme
No. 157
PERMIT No. P.57/86
Date 11/05/86 R. S. Kelly
Town Planner



COLOUR CODE

Y=Yellow O=Orange BR=Brown
G=Green R=Red BL=Blue P=Purple
H=Hatched CH=Cross Hatched



Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

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DATED 29/10/86

MILDURA CITY COUNCIL

with

BONITAS ANNA NOMINEES PTY LTD
DEVENTA JAN NOMINEES PTY LTD
and
ULFORT PTY LTD

AGREEMENT

PURSUANT TO SECTION 52A OF THE
TOWN & COUNTRY PLANNING ACT

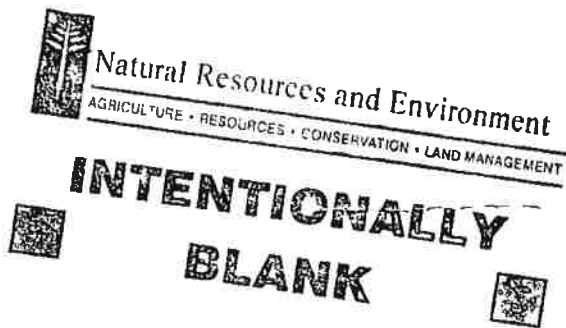
Mildura City Council
Deakin Avenue
Mildura

(050) 22 2777

RJM/DB
L11/1076/920



DN346080Y-10-6



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 12 May 2021 01:31 PM

PROPERTY DETAILS

Address: **7 JOBSON COURT MILDURA 3500**
Lot and Plan Number: **Lot 28 LP213495**
Standard Parcel Identifier (SPI): **28\LP213495**
Local Government Area (Council): **MILDURA**
Council Property Number: **9504**
Planning Scheme: **Mildura**
Directory Reference: **VicRoads 535 L6**

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**

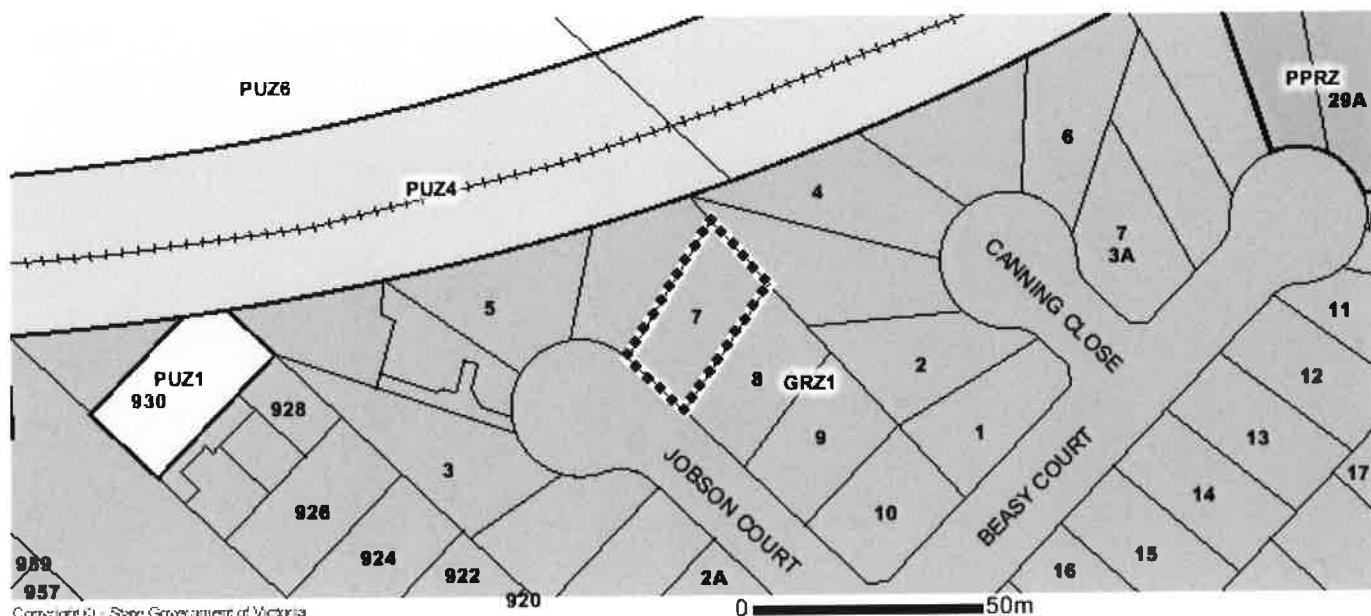
STATE ELECTORATES

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 | PPRZ - Public Park & Recreation | PUZ1 - Public Use - Service & Utility |
| PUZ4 - Public Use - Transport | PUZ6 - Public Use - Local Government | |

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

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

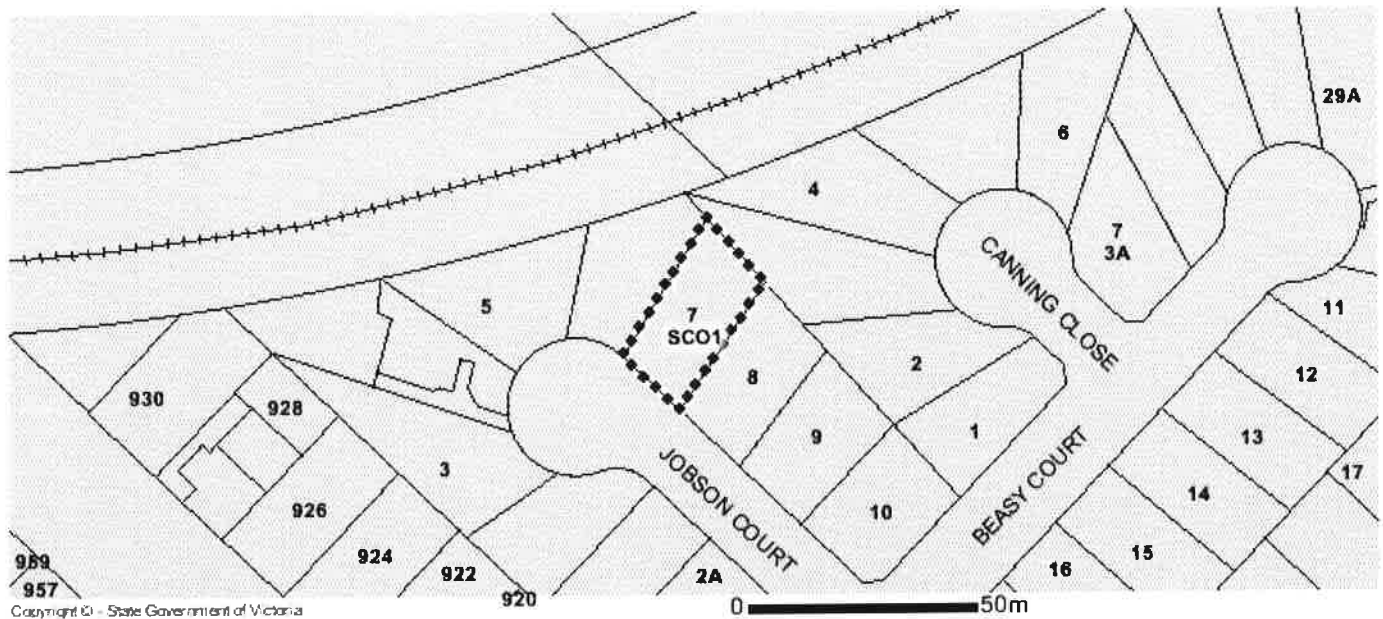
PLANNING PROPERTY REPORT: 7 JOBSON COURT MILDURA 3500

Page 1 of 4

Planning Overlay

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



SCO - Specific Controls

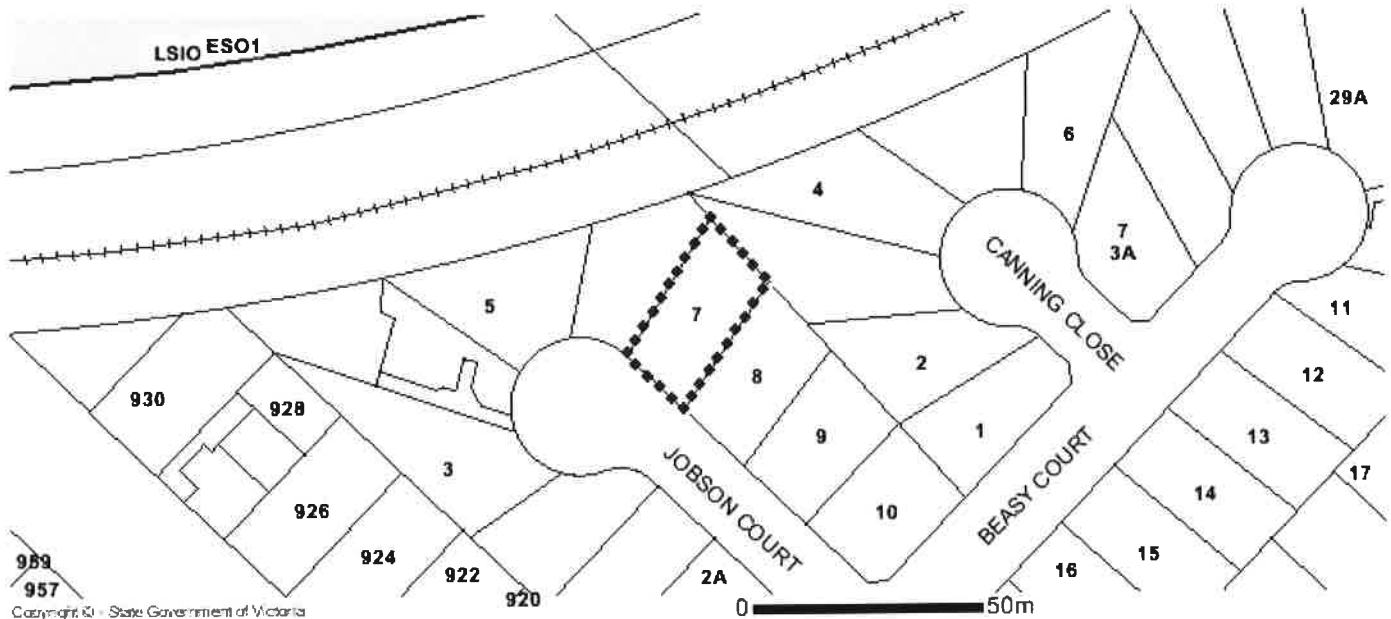
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



ESO - Environmental Significance

LSIO - Land Subject to Inundation

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

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Further Planning Information

Planning scheme data last updated on 5 May 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>

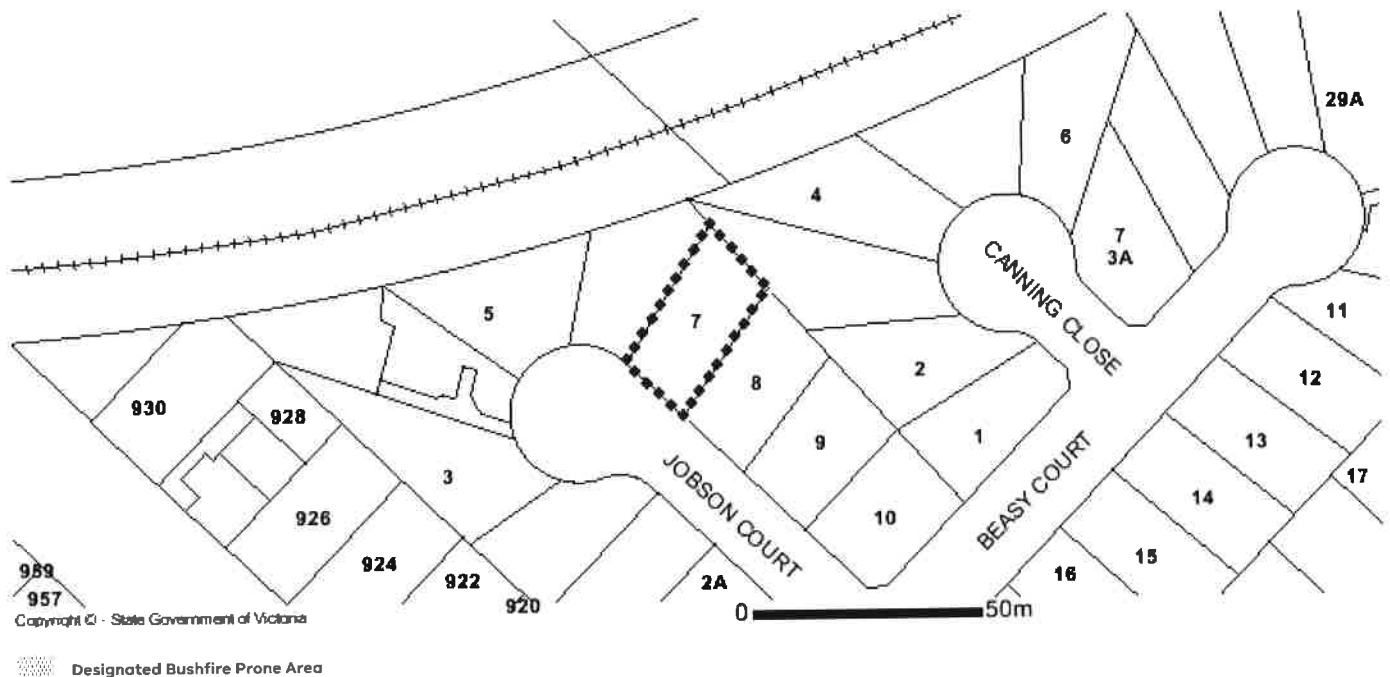
For details of surrounding properties, use this service to get the Reports for properties of interest.

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>



Mildura Rural City Council

Internal Use Only



TAX INVOICE

ABN 42 108 907 111



Mrs Y H Cosgrove-Kim & Mr P F Cosgrove
17 Mill Court
WHEELERS HILL VIC 3150



027
1000841
R1_2111

Total Rates & Charges For this Year

\$1,906.22

Refer below for payment options

Rate and Valuation Notice

1 July 2020 to 30 June 2021

Property Location & Description
7 Jobson Court MILDURA VIC 3500
LOT 28 PS 213495W SEC 16 BLK E

AVPCC: 110 - Detached Home

RATING DETAILS

Residential Rate
Waste Management

0.00620605	217000	\$1,346.71
434.79	1	\$434.79

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Fire Levy (Fixed)
Residential Fire Levy (Variable)

113.00	1	\$113.00
0.000054	217000	\$11.72

PAYMENT DEADLINES EXTENDED

First instalment due by 14 October 2020.
Second instalment due by 14 December 2020.

COVID-19 SUPPORT

Relief options are available to assist ratepayers
experiencing financial hardship.
Visit mildura.vic.gov.au/coronavirus or call us for details.

TOTAL AMOUNT

\$1,906.22

MILDURA

741 - 759 Fourteenth Street Mildura 3500
PO Box 1438 Mildura 3502
AUSDOC DX 50023
Tel: (03) 5051 3400 Fax: (03) 5051 3480

SWAN HILL

73 Beveridge Street Swan Hill 3585
PO Box 1447 Swan Hill 3585
AUSDOC DX 30164
Tel: (03) 5036 2150 Fax: (03) 5036 2180



24 Hour Supply Emergency
1800 808 830



385363-001 030246(68503) RVIC
MR PF COSGROVE &
MRS YH COSGROVE- KIM
17 MILL COURT
WHEELERS HILL VIC 3150



WATER

ABN 18 475 808 826
www.lmw.vic.gov.au

Reference No. 010894

Amount Due \$175.05
URBAN ACCOUNT

Due Date 14-MAY-2021

Date Of Issue 8/04/2021

Tariffs and Charges Notice
4th Quarter 2020/21
01/04/2021 - 30/06/2021

POST *850 700108947

Property Address : 7 JOBSON COURT MILDURA VIC 3500 (Prop:10894) - Urban Account
Lot 28 LP 213495W Bk E Sec 16 Vol 9849 Fol 923

Balance
52.09
122.96

Charge
52.09
122.96

Water Service Tariff
Sewerage Service Tariff

\$175.05

TOTAL OWING

RESIDENTIAL TENANCY AGREEMENT

LEASE RENEWAL

**7 Jobson Court
MILDURA VIC 3500**

**LANDLORD:
Mr P & Mrs Y Cosgrove**

**TENANT:
Feleti & Vea Kaifoto**

**152A NINTH STREET
MILDURA VIC 3500**

Ph: (03) 5021 9500

Fax: (03) 5021 5400

mildura.vic@raywhite.com

Schedule – Tenancy Agreement

Ray White Real Estate Mildura

- Item 1** Date of this agreement 25/02/2021
- Item 2** Landlord Name Mr P & Mrs Y Cosgrove
(ACN if landlord is a company) c/- Ray White Mildura
Address: 152a Ninth Street, MILDURA VIC 3500
- Item 3** Agent Wealth Services Pty Ltd T/as Ray White Mildura
ABN 31 645 788 394
Address 152a Ninth Street, MILDURA VIC 3500
- Item 4** Tenant Name **Feleti & Vea Kaifoto**
- Item 5** Premises **7 Jobson Court, MILDURA VIC 3500**
- Item 6** Rental **\$280.00 per week**
- Item 7** Original Lease Commenced On: 25/03/2019
- Item 8** Rental Payments to Landlord / Agent at 152a Ninth Street, MILDURA VIC 3500
- Item 9** Bond \$1,217.00 (Already collected at beginning of first lease)
- Item 10** Urgent Repairs The Landlord *authorises the Agent *doesn't authorise the agent to undertake urgent repairs up to \$1,800. Telephone number for urgent repairs 5021 9500 please leave a detailed message if unattended with name and contact number/s..
- Item 11** Term **6 Month Fixed Term**
- Item 12** Commencement Date: 25/03/2021
- Item 13** Termination Date: 24/09/2021

I understand that all of the Conditions stated on the original lease document for the same property still apply for this lease period.

I also understand that if my rent payments are made via the Payment Gateway system or Centrepay, Ray White will increase the rent payments to the new rent amount, if applicable.

Signed by the Tenant/s	DocuSigned by:	V. Kaifoto	26-Feb-2021 10:34 AM AEDT
	890673D9A244465	890673D9A244465	26-Feb-2021 10:11 AM AEDT
Signed by the Landlord	DocuSigned by:	Skye Saunders	26-Feb-2021 10:55 AM AEDT
	374F2EE6563440E		

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.