

# SECTION 32 STATEMENT

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

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**Vendor:** Martin Moolamkulam Jose and Reji Vithayathil Chacko

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**Property:** 628 Ontario Avenue MILDURA VIC 3500

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**VENDORS REPRESENTATIVE**

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

PO Box 1012  
MILDURA VIC 3502

Tel: 03 5022 9300  
Email: [warrick@mildurapropertytransfers.com.au](mailto:warrick@mildurapropertytransfers.com.au)

Ref: Warrick Watts

SECTION 32 STATEMENT  
628 ONTARIO AVENUE 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 as follows-

<b>Provider</b>	<b>Amount (&amp; interest if any)</b>	<b>Period</b>
Lower Murray Water	\$ 175.05	Per quarter
Mildura Rural City Council	\$2,757.60	Per annum

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

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

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

2. **INSURANCE**

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

3. **LAND USE**

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

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

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(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:

Responsible Authority: See attached Property Report

Zoning:

Planning Overlay/s:

**4. NOTICES**

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

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

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

**5. BUILDING PERMITS**

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

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**

<b>Service</b>	<b>Status</b>
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not 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**

**Martin Moolamkulam Jose and Reji Vithayathil Chacko**

**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 11040 Folio 712

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

VOLUME 11040 FOLIO 712

Security no : 124089603173A  
Produced 30/04/2021 09:46 AM

LAND DESCRIPTION

Lot 19 on Plan of Subdivision 603881C.  
PARENT TITLE Volume 02231 Folio 117  
Created by instrument PS603881C 29/11/2007

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
MARTIN MOOLAMKULAM JOSE  
REJI VITHAYATHIL CHACKO both of 3/902 FOURTEENTH STREET MILDURA VIC 3500  
AJ332812G 23/11/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ332813E 23/11/2011  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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  
AF487598X 23/11/2007

DIAGRAM LOCATION

SEE PS603881C 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: 628 ONTARIO AVENUE MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS  
Effective from 23/10/2016

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 30/04/2021, for Order Number 67824653. Your reference: Jose.**

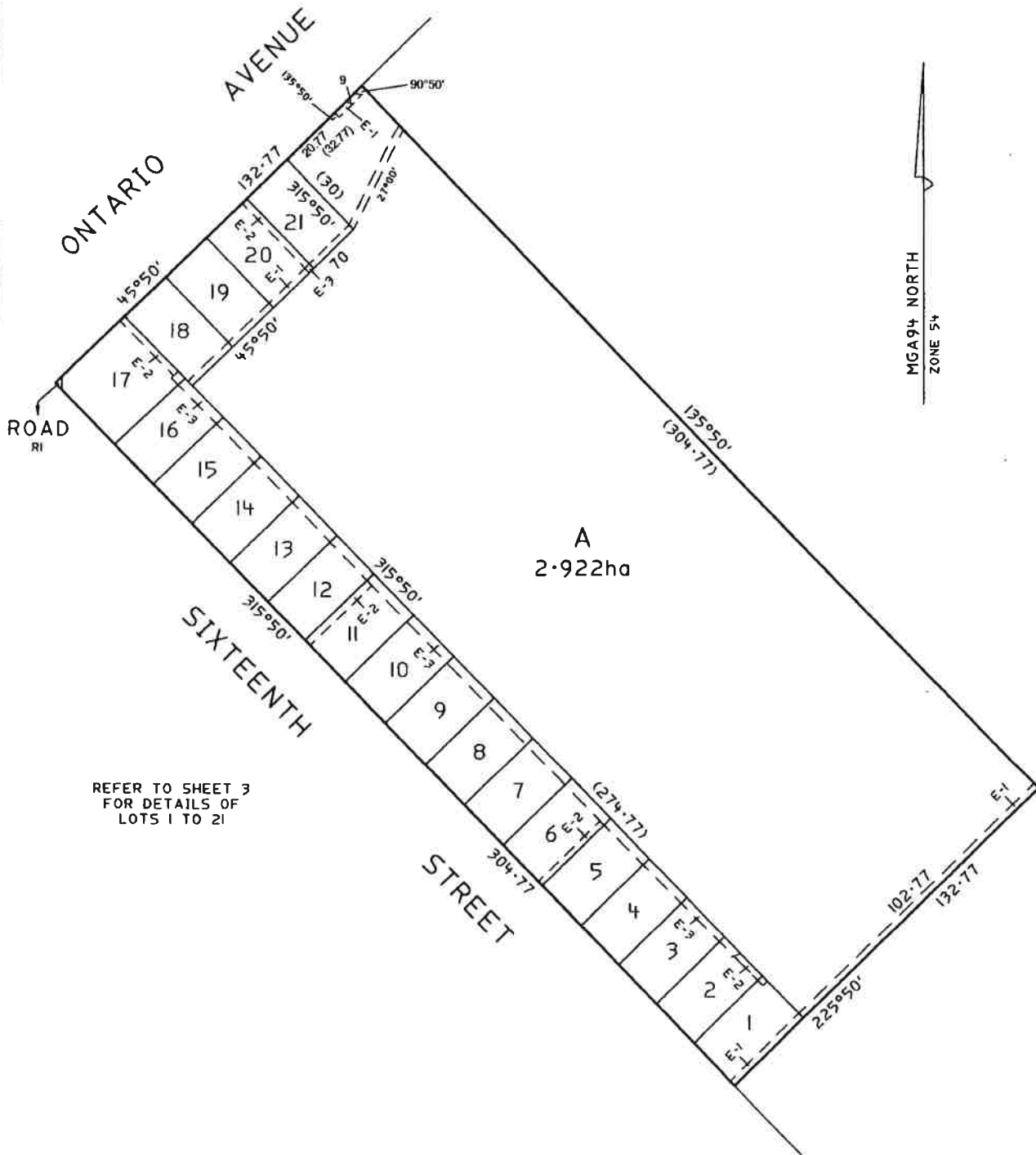


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<b>PLAN OF SUBDIVISION</b>		Stage No. / LR use only <b>EDITION 2</b>	PLAN NUMBER <b>PS 603881C</b>
Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 2 (PART)  Title References: Vol 2231 Fol 117  Last Plan Reference: T.P.708100N (LOT 1)  Postal Address: ONTARIO AVENUE & SIXTEENTH STREET, MILDURA, 3500.  MGA94 Co-ordinates: E 602980 (Of approx. centre of plan) N 6214260 Zone 54		Council Certification and Endorsement Council Name: MILDURA RURAL CITY COUNCIL Ref: S01062  1. This plan is certified under section 6 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 6 / /</del> <del>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del>  Open Space (i) A requirement for public open space under section 18 Subdivision Act 1988 <del>has</del> has not been made. <del>(ii) The requirement has been satisfied.</del> <del>(iii) The requirement is to be satisfied in Stage _____</del>  Council Delegate <del>Council seat</del>  Date 9/5/2007  <del>Re certified under section 11(7) of the Subdivision Act 1988</del> <del>Council Delegate</del> <del>Council seat</del> <del>Date / /</del>	
Vesting of Roads or Reserves			
Identifier	Council/Body/Person		
ROAD R1	MILDURA RURAL CITY COUNCIL		
Notations			
Depth Limitation: DOES NOT APPLY		Staging This is/ is not a staged subdivision Planning Permit No. P04/186	
THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 270983 AFFECT THE LAND ON THIS PLAN.		Survey:- This plan is / <del>is not</del> based on survey.  To be completed where applicable. This survey has been connected to permanent marks no(s). 333,863,1004, 1044,1120,1132 & In Proclaimed Survey Area no. 30	
Legend:		LR use only _____	
E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)		Statement of Compliance / Exemption Statement	
Easement Reference	Purpose	Width (Metres)	Origin
E-1	SEWERAGE	2	THIS PLAN
E-2	DRAINAGE	2	THIS PLAN
E-3	SEWERAGE DRAINAGE	SEE DIAG.	THIS PLAN
R1	WAY, DRAINAGE & SEWERAGE AND THE SUPPLY OF WATER, GAS, ELECTRICITY & TELECOMMUNICATIONS.	SEE DIAG.	THIS PLAN
Land Benefited/In Favour Of			
LOWER MURRAY URBAN & RURAL WATER AUTHORITY MILDURA RURAL CITY COUNCIL LOWER MURRAY URBAN & RURAL WATER AUTHORITY MILDURA RURAL CITY COUNCIL LOTS ON THIS PLAN			
Received <input checked="" type="checkbox"/>		Date 29/11/07	
LR use only _____		PLAN REGISTERED TIME 5.32 PM DATE 29/11/2007	
LICENSED SURVEYOR: ROBERT BRUCE FREEMAN		Assistant Registrar of Titles	
REF 8025/1 VERSION 2 DATE 22/12/2006 SIGNATURE _____		Sheet 1 of 3 Sheets	
<b>FREEMAN &amp; FREEMAN</b> LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239			
DATE 9/5/2007		COUNCIL DELEGATE SIGNATURE	
Original sheet size A3			

PLAN OF SUBDIVISION

Stage No. Plan Number  
PS 603881C



REFER TO SHEET 3  
FOR DETAILS OF  
LOTS 1 TO 21

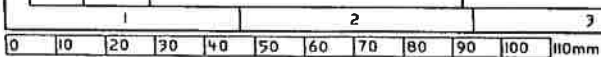
**FREEMAN & FREEMAN**  
LAND SURVEYORS  
PO BOX 2135 MILDURA VIC 3502  
TELEPHONE: (03) 50236239

SHEET 2 OF 3 SHEETS

ORIGINAL SCALE  
SHEET SIZE SCALE  
A3 1:1250  
12.5 0 12.5 25 37.5 50  
LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN  
SIGNATURE \_\_\_\_\_ DATE 22/12/2006  
REF 8025/1 VERSION 2

DATE / /  
COUNCIL DELEGATE SIGNATURE

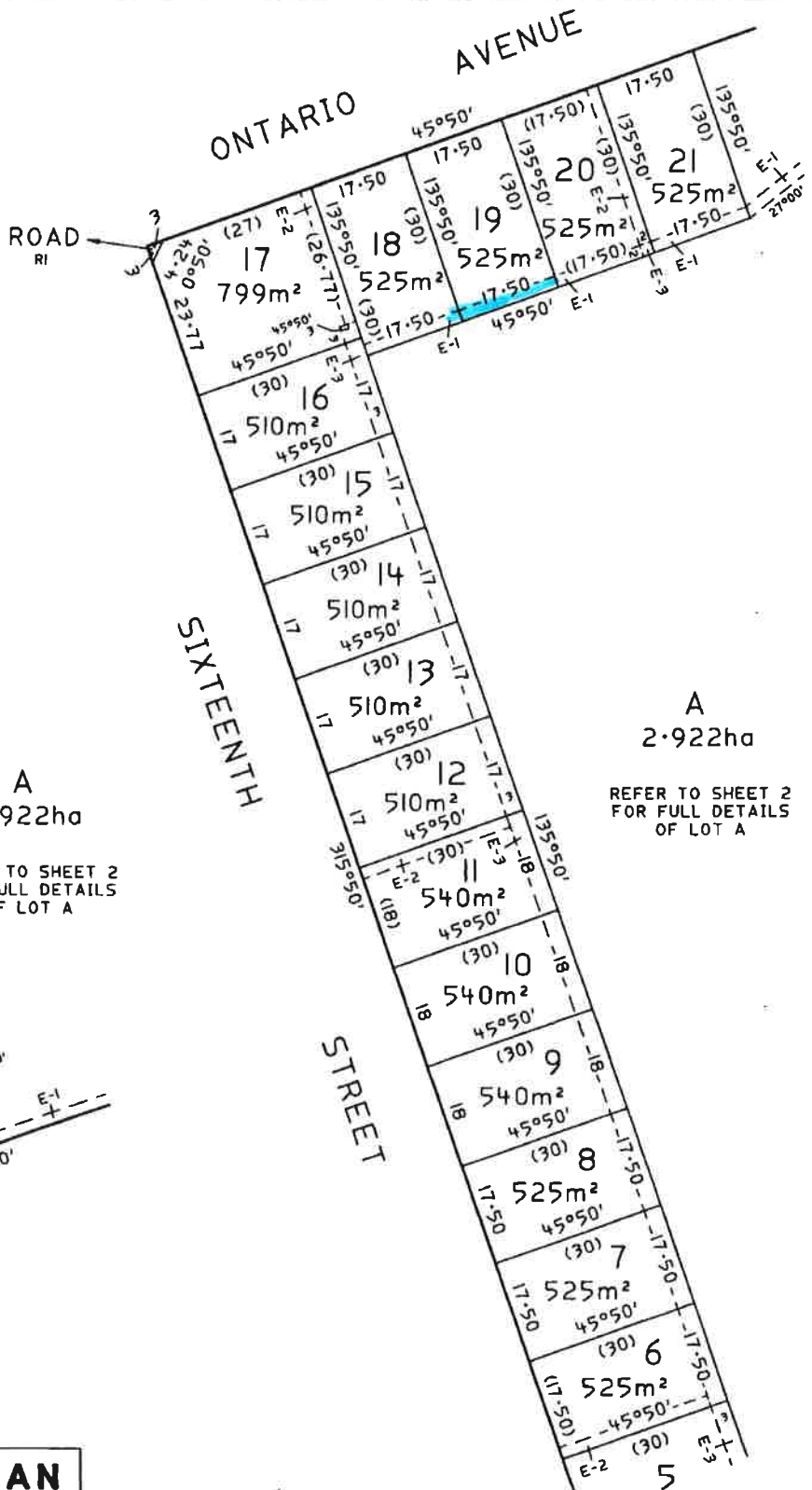
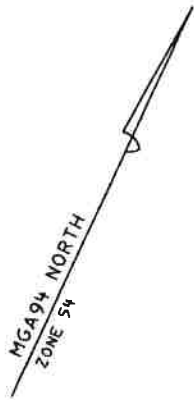


PLAN OF SUBDIVISION

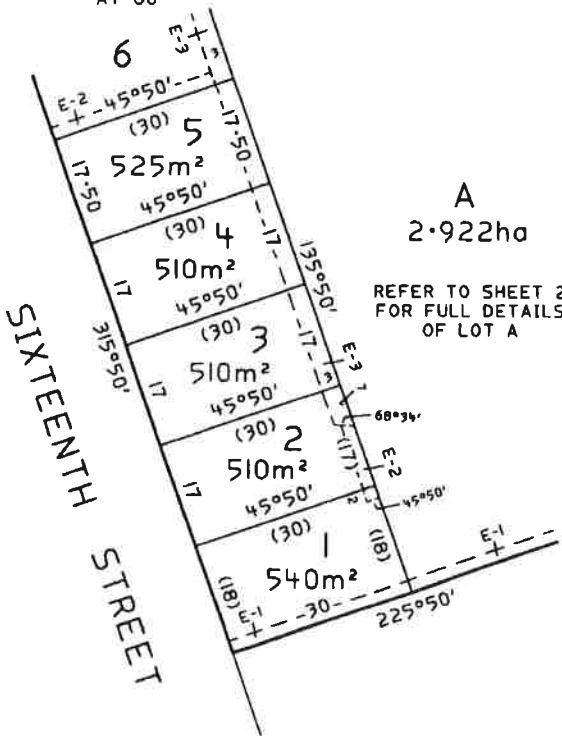
Stage No.

Plan Number

PS 603881C



CONTINUED BOTTOM RIGHT AT G6



A  
2.922ha

REFER TO SHEET 2 FOR FULL DETAILS OF LOT A

A  
2.922ha

REFER TO SHEET 2 FOR FULL DETAILS OF LOT A

**FREEMAN & FREEMAN**

LAND SURVEYORS

PO BOX 2195 MILDURA VIC 3502

TELEPHONE: (03) 50236239

CONTINUED MIDDLE LEFT AT D1

SHEET 3 OF 3 SHEETS

ORIGINAL	SCALE
SHEET SIZE	SCALE
A3	1:800
<p>LENGTHS ARE IN METRES</p>	

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE \_\_\_\_\_ DATE 22/12/2006

REF 8025/1

VERSION 2

DATE / /  
COUNCIL DELEGATE SIGNATURE





**FORM 18**

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:** Conroc Developments Pty Ltd  
**Customer Code:** 44400512A *10052B*

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 1 on Title Plan No. 708100N contained in Volume 02231 Folio 117

**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

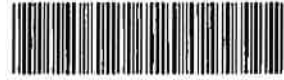
Date

*[Handwritten Signature]*  
CARA WEALY  
14/11/07

**AF487598X**

23/11/2007 \$97

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**MILDURA RURAL CITY COUNCIL**

**and**

**LOWER MURRAY URBAN AND RURAL  
WATER CORPORATION**

**and**

**CONROC DEVELOPMENTS PTY LTD  
(ACN 119 993 074)**

**SECTION 173 AGREEMENT**

**Ontario Avenue, Mildura**



**Martin Irwin & Richards  
Lawyers**

**61 Deakin Avenue  
MILDURA VIC 3500  
DX 50022 MILDURA**

**Phone: 03 5023 7900  
Fax: 03 5021 2700  
Ref: IDS:KEM07/1675**



Section 173 Agreement – Ontario Avenue, Mildura

**THIS AGREEMENT** is made on the 14 day of November 2007.

**PARTIES**

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

**AND** **LOWER MURRAY URBAN AND RURAL WATER CORPORATION** of Fourteenth Street, Mildura in the State of Victoria ("the Water Corporation")

**AND** **CONROC DEVELOPMENTS PTY LTD (ACN 119 993 074)** the registered office of which is situate at 133 Lime Avenue, Mildura in the State of Victoria ("the Owner")

**RECITALS**

- A. The Owner is registered or is 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 Water Corporation is the responsible authority for provision of water and sewerage for the subject and surrounding land.
- D. 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 fifty seven (57) lot subdivision ("the Development").
- E. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 24 December 2004 and numbered P04/186 ("the Permit").
- F. Condition 4 of the Permit provides:
  - 4. Prior to the issue of a Statement of Compliance of the first stage the owner must enter into an agreement with the Responsible Authority in



Section 173 Agreement – Ontario Avenue, Mildura

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accordance with Section 173 of the Planning and Environment Act, 1987.

The agreement must be prepared by Council to provide the following:

- The owner acknowledges that Lower Murray Water has set aside the land at Lot 1 PS437900 (Sixteenth Street) for a future significant water supply facility (eg elevated storage) and this is in close proximity to lots allowed under this subdivision.

The cost associated with the preparation of this agreement must be borne by the owner.

#### **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 Ontario Avenue, Mildura and described as:

- Lot 1 on Title Plan 708100N contained in Volume 02231 Folio 117.

“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 P04/186 issued by the Council on the 24 December 2004 as amended from time to time.

##### **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;



**AF487598X**

23/11/2007 \$97

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Section 173 Agreement – Ontario Avenue, Mildura

- (c) "person" includes a firm, a body corporate, or an unincorporated association;
- (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, the Water Corporation 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 acknowledges and agrees 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.

### **4. COMMENCEMENT**

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

### **5. OWNER'S COVENANTS**

#### **5.1 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.

**AF487598X**

23/11/2007 \$97 173



Section 173 Agreement – Ontario Avenue, Mildura

## **5.2 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.

## **5.3 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.

## **5.4 Comply with Permit**

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

## **5.5 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.

## **5.6 Future water supply facility**

- a) The Owner acknowledges, and will ensure that all subsequent land owners are advised, that Lower Murray Water has set aside the land at Lot 1 PS437900 (Sixteenth Street) for a future significant water supply facility (eg elevated storage) and this is in close proximity to lots allowed under this subdivision.
- b) The Owner and its successors in title shall not make any claims for compensation loss or damage for any damages or injury sustained as a result of Council approving the permit or pertaining to the location of a



**Section 173 Agreement – Ontario Avenue, Mildura**

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residential property on a site that is within proximity of Lot 1 PS437900 (Sixteenth Street).

- c) The Owner and its successors in title shall indemnify and keep indemnified the Council in respect of all claims for loss or damage whatsoever and howsoever arising pertaining to the approval of the permit or location of the residential property.
  
- d) The Owner and its successors in title in acknowledging the reservation of Lot 1 PS437900 for a future significant water supply facility agree that in consideration of Council approving the Owner's application for the Permit, the Owner and its successors in title accept and shall not make any application or objections of Lot 1 PS437900 as a significant water storage facility nor claim in nuisance or other injury such as to limit the scope and or the operation of the said water supply facility.

**6. OWNER'S WARRANTY**

**6.1 Registered Proprietor**

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

**6.2 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.

**6.3 Obtained consents**

The Owners warrant that it 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.



Section 173 Agreement – Ontario Avenue, Mildura

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**7. ADDITIONAL MATTERS**

**7.1 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.

**7.2 Proper law**

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

**7.3 Joint & several**

This Agreement is binding on the Owner and the Owners 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.

**7.4 No Waiver**

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 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.

**8. 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.

**EXECUTED as a deed.**



Section 173 Agreement – Ontario Avenue, Mildura

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



[Signature]
Councillor John Arnold

[Signature]
Councillor Vernon Knight

[Signature]
Chief Executive Officer

THE COMMON SEAL of LOWER MURRAY URBAN AND RURAL WATER CORPORATION was hereunto affixed by authority of the Board in the presence of:



[Signature]
Chairman

[Signature]
Member

[Signature]
Managing Director

Executed by Conroc Developments Pty Ltd (ACN 119 993 074) in accordance with Section 127 of the Corporations Act 2001 by being signed by those persons who are authorised to sign for the company

(Signature of Director)

(Name of Director in Full)

(Signature of Director / Secretary)

CHARLIE CONRADINO
(Name of Director / Secretary in Full)



Section 173 Agreement – Ontario Avenue, Mildura

**MORTGAGEE'S CONSENT**

**WESTPAC BANKING CORPORATION** being the registered Mortgagee under Mortgage No **AE798481U** 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 Ninth day of NOVEMBER 2007.

FOR AND ON BEHALF OF  
WESTPAC BANKING CORPORATION



**DAVID MESSENGER**  
SOLICITOR

111 LIME AVE.  
MILDURA 3500

P.O. BOX 4003  
TELEPHONE: (03) 5023 5982  
Email:dmessenger@ncable.com.au

DX: 50004  
FAX: (03) 5022 1313

Your Ref:

My Ref: DRM/WQ 17234

21 November 2007

The Registrar of Titles  
Land Titles Office  
570 Bourke Street  
MELBOURNE 3000



Dear Madam,

**PLAN OF SUBDIVISION 603881C**  
Applicant - CONROC DEVELOPMENTS PTY LTD -  
Ppty: Cnr Sixteenth Street & Ontario Avenue, Mildura 3500  
Certificate of Title Volume 2231 Folio 117

I advise that I am the Legal Practitioner for Conroc Developments Pty Ltd.

Enclosed is copy Lodgement Summary Report for your reference.

Martin Irwin and Richards, Legal Practitioners for Mildura Rural City Council, will be lodging a Section 173 Agreement.

I HEREBY CONSENT to the switching of the order of lodgement of the Plan of Subdivision and Section 173 Agreement to rank as follows:-

1. Section 173 Agreement
2. Plan of Subdivision No. 603881C.

My client's Bank, Westpac Banking Corporation Ltd, made available Certificate of Title Volume 2231 Folio 117 at the Land Titles mid July 2007 to meet the Plan of Subdivision dealing.

Yours faithfully

David Messenger  
Enc.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 30 April 2021 09:54 AM

## PROPERTY DETAILS

Address: **628 ONTARIO AVENUE MILDURA 3500**  
 Lot and Plan Number: **Lot 19 PS603881**  
 Standard Parcel Identifier (SPI): **19\PS603881**  
 Local Government Area (Council): **MILDURA**  
 Council Property Number: **32259**  
 Planning Scheme: **Mildura**  
 Directory Reference: **VicRoads 534 G10**

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

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

## UTILITIES

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

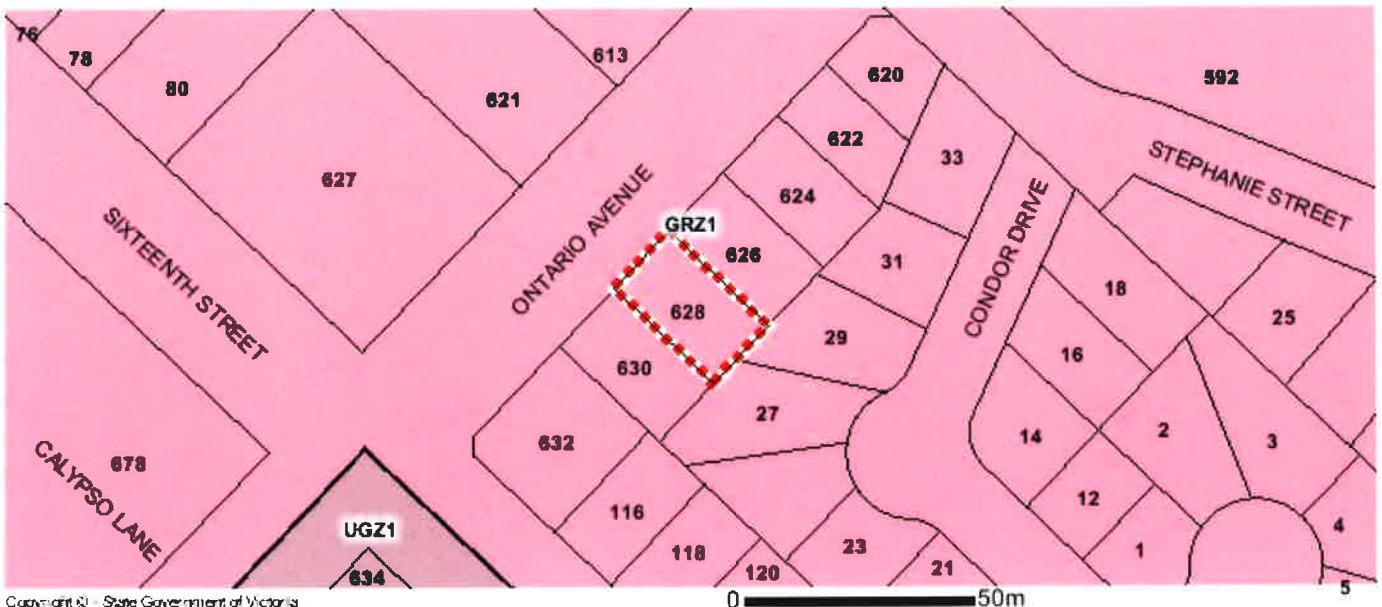
## STATE ELECTORATES

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

## Planning Zones

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

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



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GRZ - General Residential
  UGZ - Urban Growth

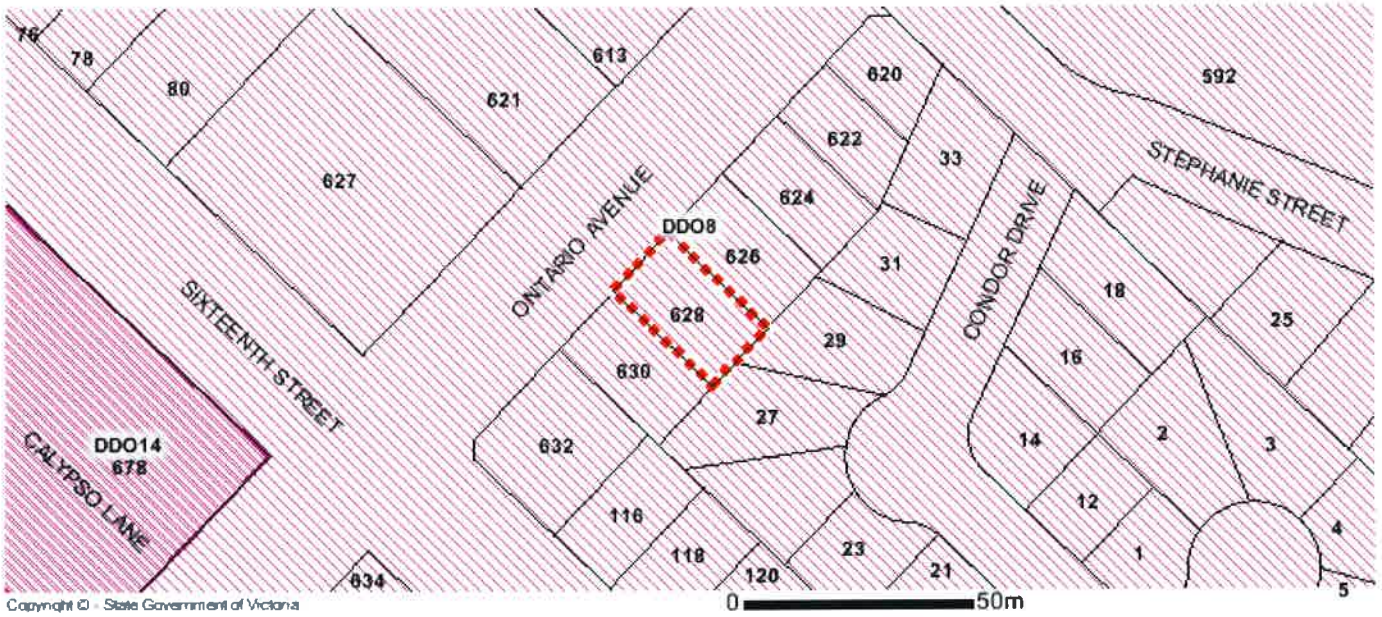
Note: Labels for zones may appear outside the actual zone - please compare the labels with the legend.



## Planning Overlays

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



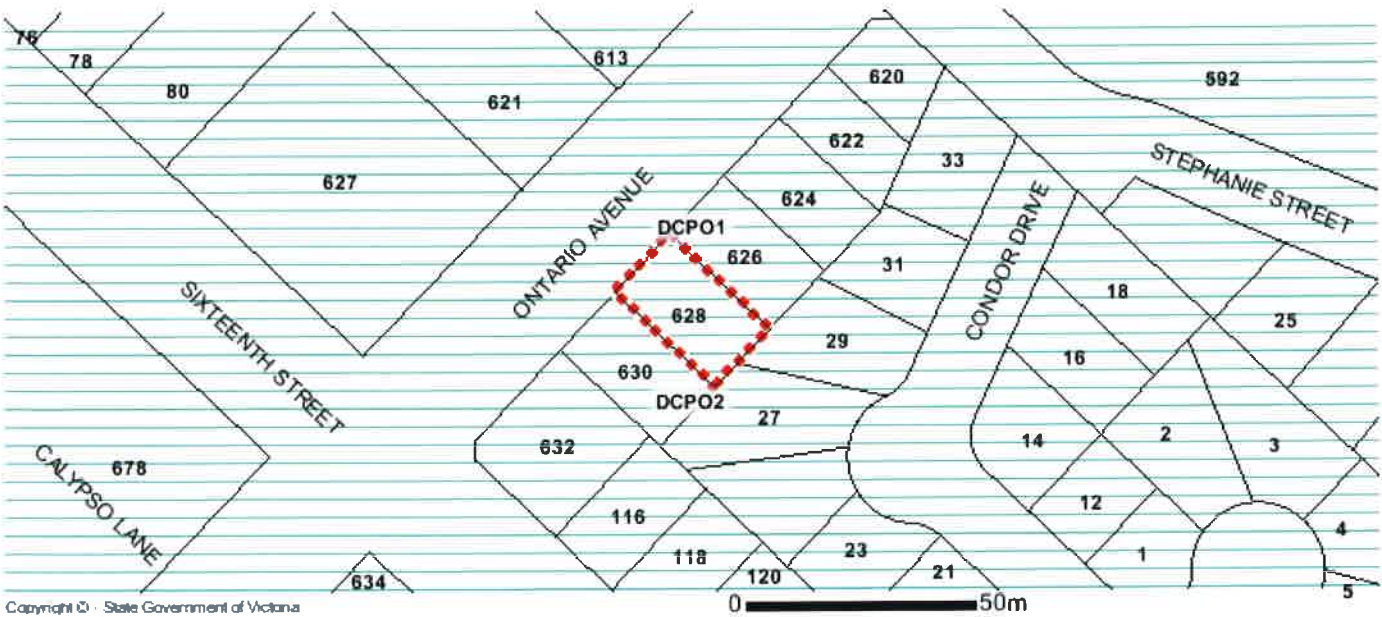
DDO - Design and Development

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

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

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



DCPO - Development Contributions Plan

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

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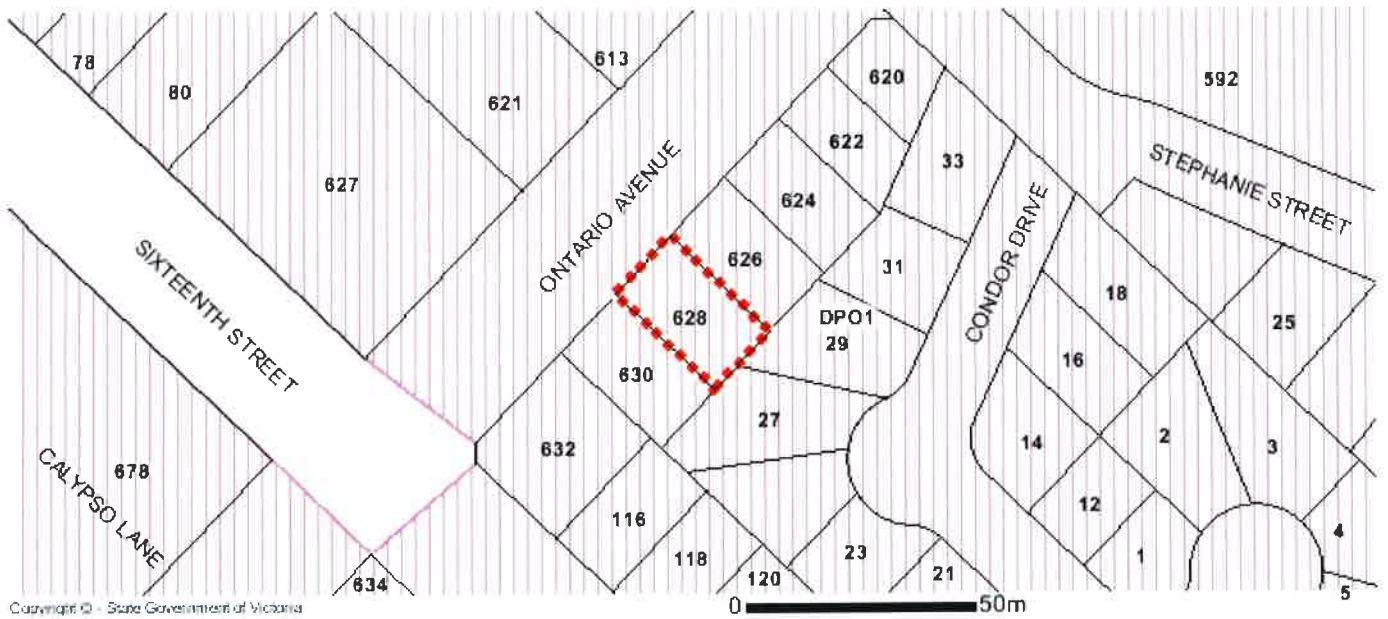
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).



## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

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

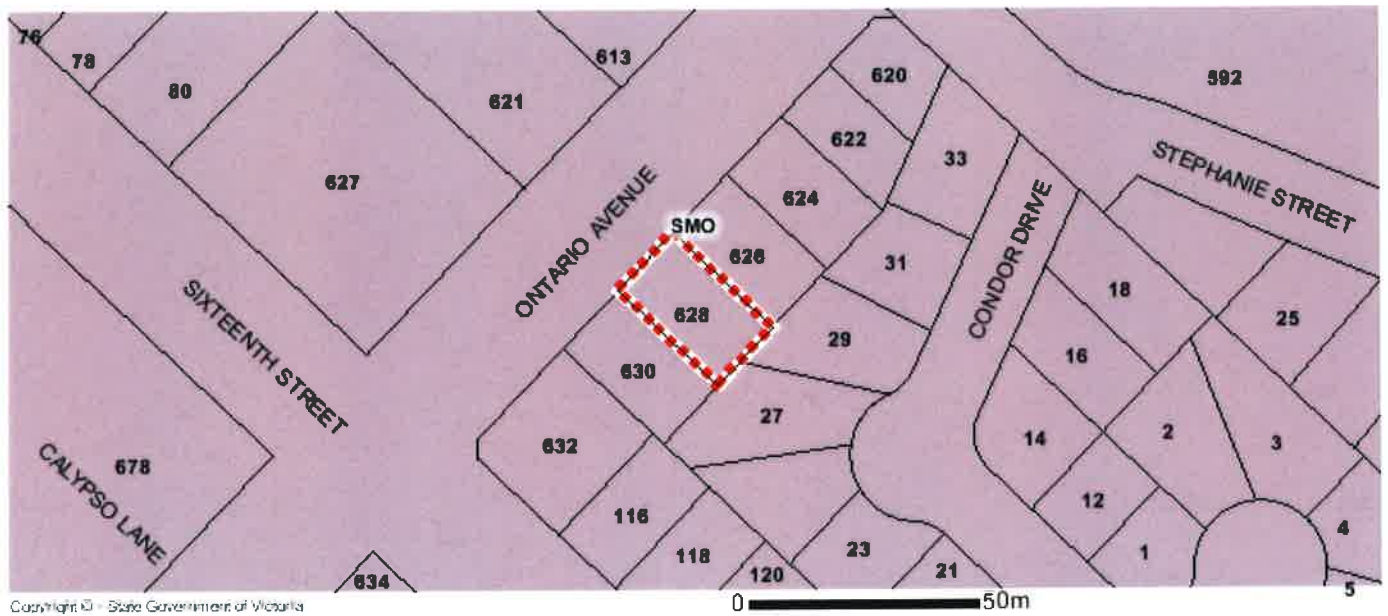


DPO - Development Plan

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

### 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.

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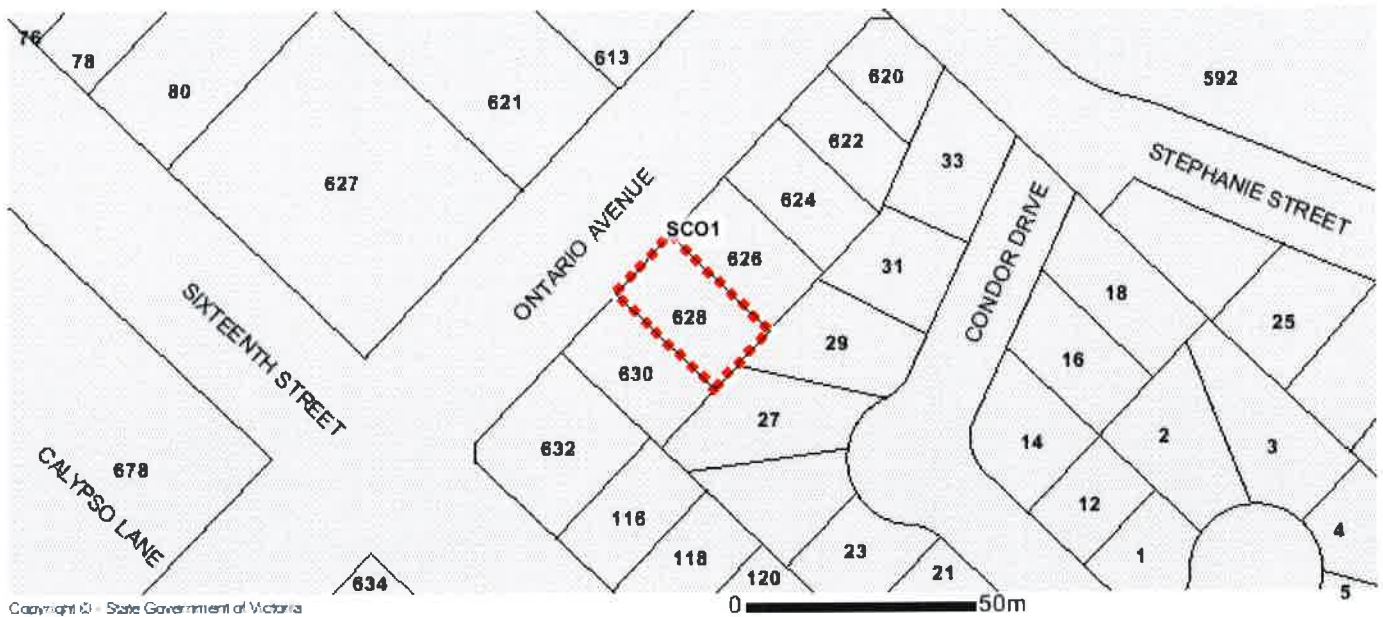
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

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

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



 SCO - Specific Controls

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

## Further Planning Information

Planning scheme data last updated on 29 April 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>

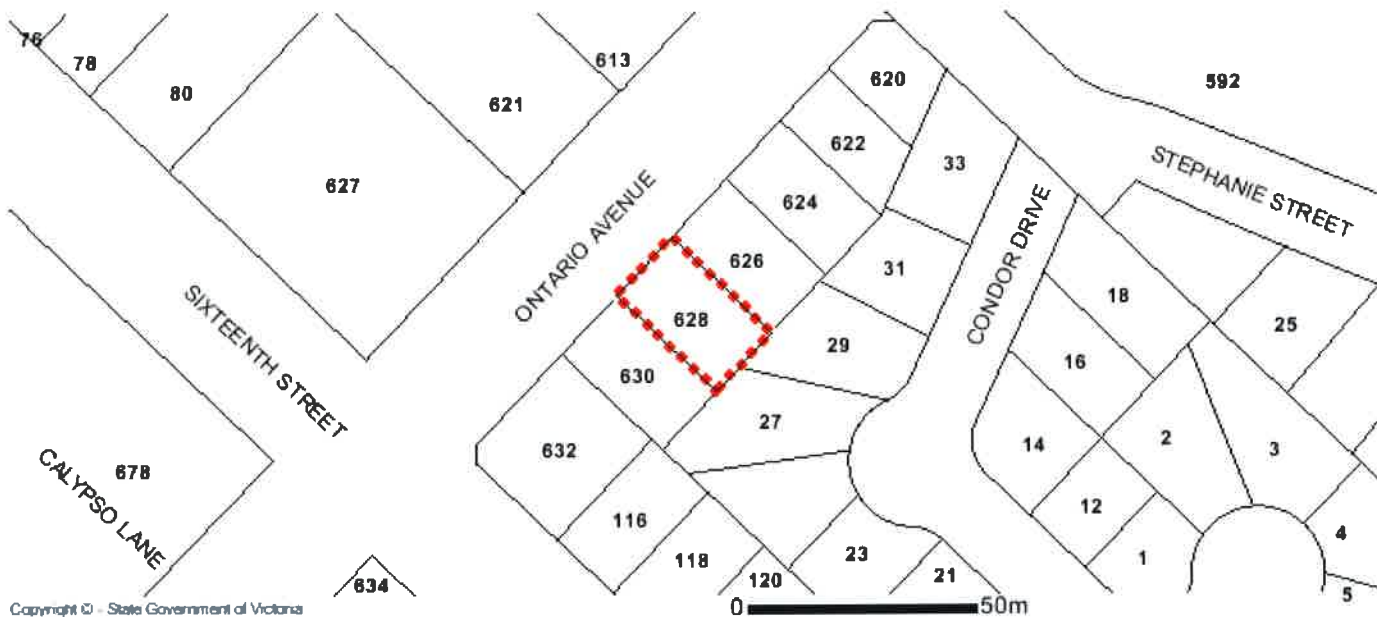
For details of surrounding properties, use this service to get the Reports for properties of interest.

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.**



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Designated Bushfire Prone Area

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

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

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

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

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

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

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

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)



## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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