



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

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

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

PROPERTY: 2 Marita Court, Irymple

VENDOR'S NAME: **Brayden David Meyer**

VENDOR'S SIGNATURE:
DocuSigned by:
Brayden David Meyer
2406D95F979B40E.....

DATE: 3/8/2021

PURCHASER'S NAME:

PURCHASER'S SIGNATURE:

DATE:

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

Vendor: **Brayden David Meyer**
Of 4/15 Halstead Street, Coorparoo, Qld, 4151.

Property: **2 Marita Court, Irymple**
BEING Lot 19 on Plan of Subdivision No. 724009U
AND BEING the whole of the land contained in
Certificate of Title Volume 11941 Folio 497.

1. Financial matters in respect of the land

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

(a) are as follows :

<u>Authority</u>	<u>Amount</u>	<u>Interest</u>
1. Mildura Rural City Council	\$3,527.57 per annum 2020/2021	
2. Lower Murray Water- Urban	\$ 174.22 per quarter 2021/2022 (tariff only)	

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

(a) ~~Their total does not exceed \$~~

(b) ~~The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:~~

(c) ~~The Purchaser may be liable for ongoing Lower Murray Water charges that are applicable to water righted land. Refer to information statement attached hereto for information.~~

(d) ~~The parties acknowledge that the Purchaser will be responsible for the payment of any charges and fees in relation to continuing the Lower Murray Water Authority water connection and also the installation and supply of a Lower Murray Water meter (if required).~~

2. Insurance details in respect of the land

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

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

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

~~No such insurance has been effected.~~
~~Particulars of vendor's required insurance~~
As Attached

3. Matters relating to land use

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:
 - (i) Description: as set out in the copy title documents;
 - (ii) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: None known to the Vendor;
- (b) This land is not within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*
- (c) There is access to the property by road.
- (d) In the case of land to which a planning scheme applies a statement specifying—
 - (i) name of the planning scheme: See attached
 - (ii) name of the responsible authority: See attached
 - (iii) zoning of the land: See attached
 - (iv) name of any planning overlay affecting the land: See attached
 - (v) Salinity – See attached
- (e) Private Tenancy Agreement.

4. Notices made in respect of land

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

~~Is contained in the attached certificate/s and/or statement/s.~~
~~Is as follows:~~
None to the Vendor's knowledge

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

~~Is contained in the attached certificate/s and/or statement/s.~~
~~Is as follows:~~
None to the Vendor's knowledge

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

~~Is contained in the attached certificate/s and/or statement/s.~~
~~Is as follows:~~
None to the Vendor's knowledge

5. Building permits

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

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

6. Information relating to any Owners Corporation

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

~~(a) Unless paragraph (b) below applies—~~

~~either—~~

~~(A) specify the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporations Act 2006* relating to the Owners Corporation; or~~

~~(B) (i) attach a copy of the current Owners Corporation certificate issued in respect of the land under section 151 of the *Owners Corporations Act 2006*; and~~

~~(ii) attach a copy of the documents specified in section 151(4)(b)(i) and (iii) of the *Owners Corporations Act 2006* that are required to accompany an Owners Corporation certificate under that Act; or~~

~~(b) If the Owners Corporation is inactive, specify the Owners Corporation is inactive as the Owners Corporation HAS NOT in the previous 15 months:—~~

~~(i) had an annual general meeting;~~

~~(ii) fixed any fees; and~~

~~(iii) held any insurance.~~

7. Growth areas infrastructure contribution

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

Particulars of work-in-kind agreement:

Is contained in the attached certificate/s and / or notice/s:

8. Disclosure of non-connected services

The following services are **not** connected to the land—

~~(a) electricity supply;~~

~~(b) gas supply; (Natural Gas)~~

~~(c) water supply;~~

~~(d) sewerage;~~

~~(e) telephone services.~~

9. Evidence of title

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

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

(b) in any other case, a copy of—

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

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

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

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

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

~~(ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;~~

~~(e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988 –~~

- ~~(i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and~~
- ~~(ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and~~
- ~~(iii) Details of any proposals relating to subsequent stages that are known to the vendor; and~~
- ~~(iv) A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision.~~

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

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

10. DUE DILIGENCE CHECKLIST:

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

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

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

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

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

Page 1 of 1

VOLUME 11941 FOLIO 497

Security no : 124091321641A
Produced 21/07/2021 02:53 PM

LAND DESCRIPTION

Lot 19 on Plan of Subdivision 724009U.
PARENT TITLE Volume 11941 Folio 469
Created by instrument PS724009U 15/12/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BRAYDEN DAVID MEYER of 10 PATRICIA DRIVE MILDURA VIC 3500
AQ838684G 20/03/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU002188X 01/02/2021
NATIONAL AUSTRALIA BANK LTD

COVENANT AQ838684G 20/03/2018

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
AD802747Y 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: 2 MARITA COURT IRYMPLE VIC 3498 .

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 01/02/2021

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS724009U
Number of Pages (excluding this cover sheet)	4
Document Assembled	21/07/2021 14:54

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PLAN OF SUBDIVISION

LR use only
EDITION 1

PS 724009U

Location of Land

Parish: MILDURA

Township: _____

Section: _____

Crown Allotment: _____

Crown Portion: 4 (PART)

Title References: Vol 11941 Fol 469

Last Plan Reference: PS 724008W (LOT C)

Postal Address: CLAREMONT DRIVE,
IRYMPLE, 3498.MGA94 Co-ordinates: E 607480
(Of approx. centre of plan) N 6212000 Zone 54

COUNCIL NAME : MILDURA RURAL CITY COUNCIL

Vesting of Roads or Reserves

Notations

Identifier	Council/Body/Person
ROAD RI	MILDURA RURAL CITY COUNCIL

LOTS 1 TO 16 & 34 TO 47 AND LOTS A TO C HAVE BEEN OMITTED FROM THIS PLAN.

Notations

Depth Limitation: DOES NOT APPLY

Survey:- This plan is / ~~is not~~ based on survey.*To be completed where applicable.*

This survey has been connected to permanent marks no(s).840, 1093 & 1094.

In Proclaimed Survey Area no. _____

Staging This ~~is~~/is not a staged subdivision
Planning Permit No. 005.2001.00000298.004

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement
A - Appurtenant Easement R - Encumbering Easement (Road)

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

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

SURVEYORS REF : 6826/C

ROBERT BRUCE FREEMAN VERSION 7

ORIGINAL SHEET
SIZE : A3

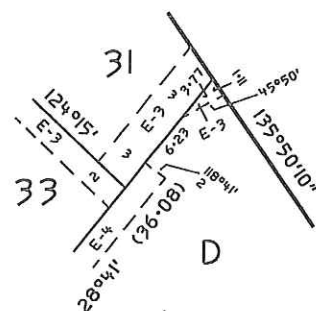
Sheet 1 of 3 Sheets

PLAN REGISTERED
TIME: 05:08 pm DATE: 15/12/2017

Assistant Registrar of Titles

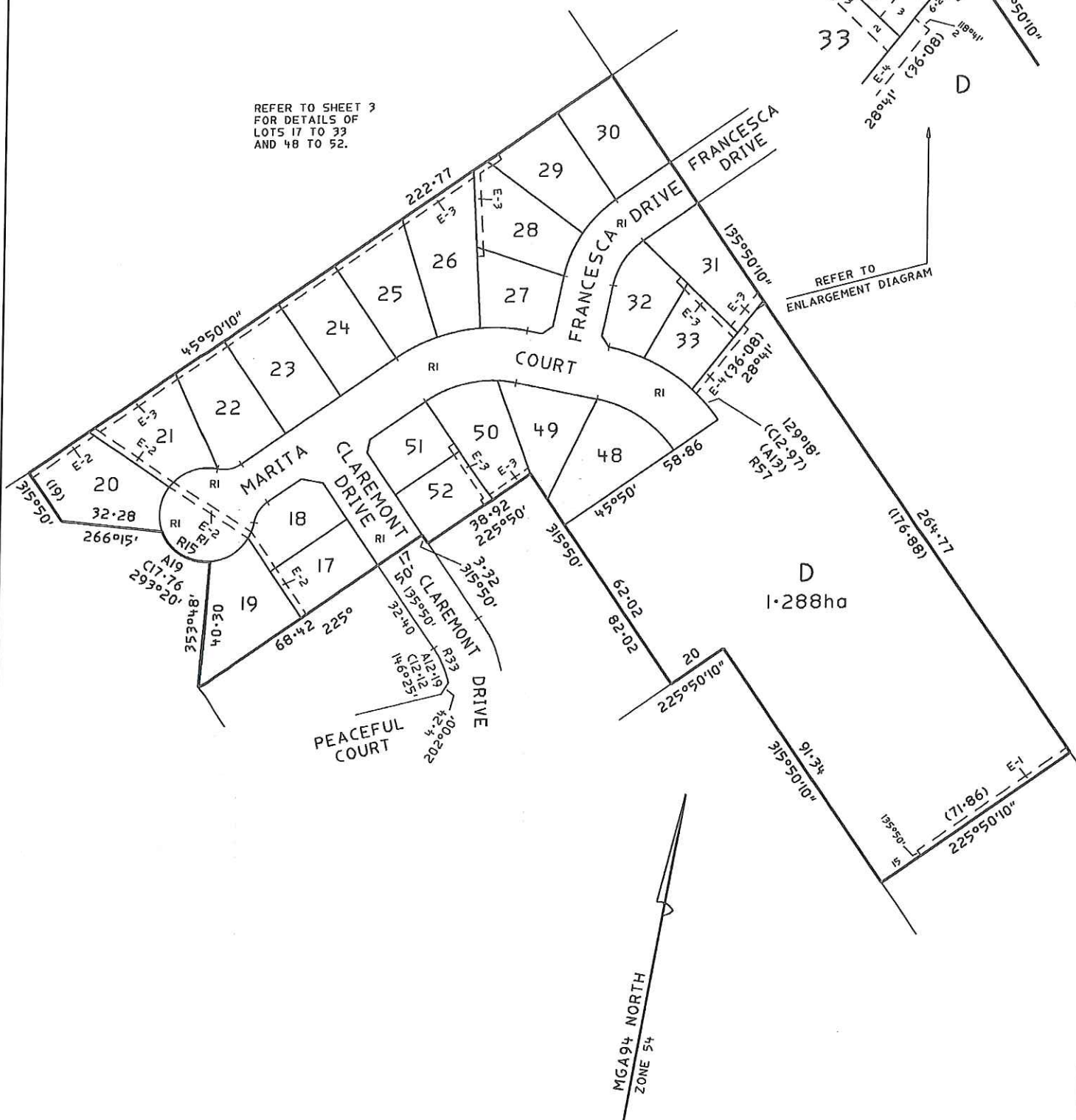
PS 724009U

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
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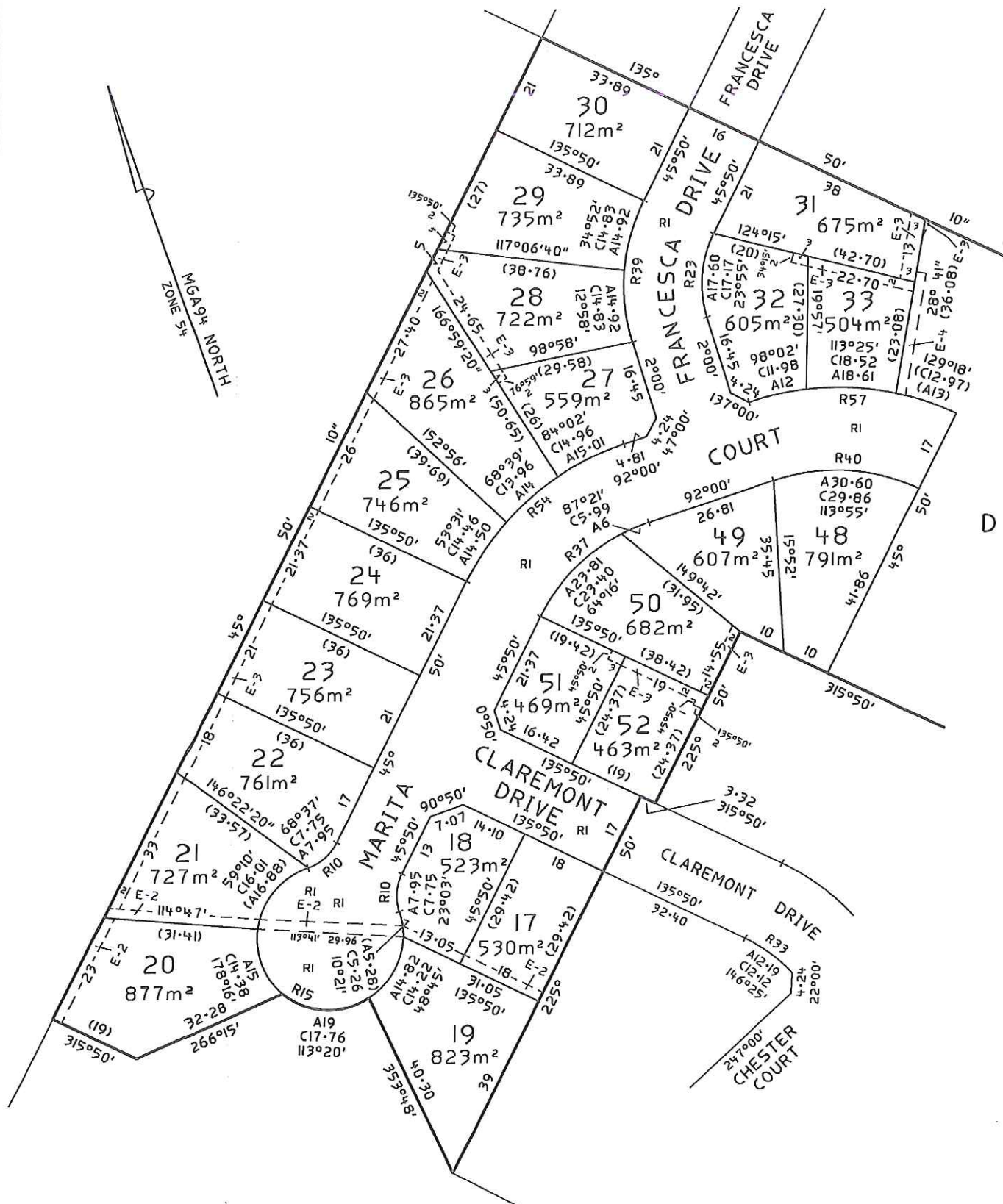
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LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE : A3

Sheet 2

ROBERT BRUCE FREEMAN VERSION 7

PS 724009U



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

8 0 8 16 24 32
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE : A3

Sheet 3

ROBERT BRUCE FREEMAN VERSION 7

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

Imaged Document Cover Sheet

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Document Type	Instrument
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10/08/2005 \$92.30

173



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: 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 19 Section 37 Block F on Plan of Subdivision No.2654 Parish of Mildura contained in Volume 8038 Folio 519.

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



DAD802747Y-1-1

10 AUG 2005

MILDURA RURAL CITY COUNCIL

and

VABDS DEVELOPMENTS PTY.LTD.

**SECTION 173 AGREEMENT
1489 KARADOC AVENUE IRYMPLE**



DAD802747Y-2-9

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

**Phone: 03 5023 7900
Fax: 03 5021 2700
Ref: KEM 05/1375**

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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 P00/156("the Permit").
- E. Condition 3 of the Permit provides:



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3. 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:

- (a)- The construction of Karadoc Avenue frontage of Lot 1 (50 metres), which will include the following: road design documentation (including plan checking and supervision fees), road widening, footpath, naturestrip treatment, kerb



Section 173 Agreement -1489 Karadoc Avenue Irymple

- and channel, concrete driveway and drainage to the satisfaction of the Responsible Authority.
- (b) These works are to be carried out when requested by the Responsible Authority.
 - (c) All works must be carried at the cost of the owner of Lot 1
 - (d) This agreement is to be registered on the Certificate of Title for Lot 1.

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 19 Section 37 Block F on Plan of Subdivision No.2654 Parish of Mildura contained in Volume 8038 Folio 519

"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 P00/156.

issued by the Council on the 19th June 2000.



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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 -1489 Karadoc Avenue Irymple

- (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 -1489 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 -1489 Karadoc Avenue Irymple

6.6 (i)The Owner will construct the Karadoc Avenue frontage of Lot 1 [50 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



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Section 173 Agreement –1489 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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AD802747Y

10/08/2005 \$92.30

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Section 173 Agreement -1489 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*

Councillor *Tom Crouch*

Chief Executive Officer

THE COMMON SEAL OF VABDS DEVELOPMENTS)
PTY.LTD was affixed in the presence of authorised)
Persons)



K. Atkinson
(Witness)

Director.....
Full name *Antonio Fernando*
Address *CERRILLO*

Secretary.....
Full name *Antonio Fernando CERRILLO*
Address *P.O. Box 1420 MILDURA VIC 3502*

P.O. Box 1420
MILDURA VIC 3502



DAD802747Y-9-6

AD802747Y

10/08/2005 \$92.30

173

Section 173 Agreement -1489 Karadoc Avenue Irymple



MORTGAGEE'S CONSENT

NATIONAL AUSTRALIA BANK LIMITED being the registered Mortgagee under Mortgage No V633165R 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



AD802747Y-10-3

AQ838684G

Privacy Collection Statement
The information from this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Transfer of Land - creating an easement and/or restrictive covenant
Section 45 Transfer of Land Act 1958

Lodged by

Name:

Phone:

Address:

DELINDIGO BANK
18057S

Reference:

Customer Code:

The transferor transfers to the transferee the estate and interest specified in the land described for the consideration expressed -

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

Volume 11941 Folio 497

Estate and Interest: (e.g. "all my estate in fee simple")

All its estate in fee simple

Consideration:

\$140,000.00

Transferor: (full name)

IRYMPLE DEVELOPMENTS PTY. LTD. ACN 607 924 952

Transferee: (full name and address including postcode)

BRAYDEN DAVID MEYER of 10 Patricia Drive, Mildura, 3500

Creation and/or reservation of easement and/or restrictive covenant:

AND THE SAID BRAYDEN DAVID MEYER for himself and his transferees the registered proprietors for the time being of the land transferred and every part thereof DO HEREBY as a separate covenant COVENANT with the said IRYMPLE DEVELOPMENTS PTY LTD (ACN 607 924 952) and the other registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No. 724009U and every part thereof (other than the land hereby transferred) as follows:

- They will not erect or cause or suffer to be erected or allow to remain upon the said land more than one main residential building and that such building and lot or any part thereof shall not be further subdivided under the provisions of the Subdivisions Act 1988 or any amendment, modification or re-enactment of or substitution of that Act.
- They will not erect or cause or suffer to be erected or allow to remain upon the said land any dwelling house (except for the usual outbuildings) with more than fifty per centum of the external walls of any material other than brick (which definition shall not be extended to mean mud-brick), brick veneer stone or rendered finish and shall not roof such dwelling with material other than tiles, colourbond steel or zinc steel or aluminium and that any roof shall not be pitched at an angle less than twenty degrees and shall not erect or cause or suffer to be erected or allow to remain upon the said land any carport or garage other than under the main roof line of the said dwelling house.
- They will not erect or cause or suffer to be erected or allow to remain upon the said land any transportable, prefabricated or moveable dwelling house or any existing dwelling house moved in whole or in part from another site or place of construction.
- They will not erect or cause or suffer to be erected or allow to remain upon the rear boundary or any side boundary within the building alignment of the said land any fence other than a fence of a minimum height of 1.80 metres

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45-2TLA

Page 1 of 4

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

AQ838684G

**Transfer of Land - creating an easement and/or
restrictive covenant**
Section 45 Transfer of Land Act 1958

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constructed from double sided colourbond and Paperbark in colour and any post and rail for such fence Paperbark in colour with wooden plinth of 200mm making a total of 2 metres.

- e) Save for Lots 18, 27, 32 and 51 they will not erect or cause or suffer to be erected or allow to remain upon any front boundary of the said land adjacent a road or within 6 meters of the said boundary any fence of any type other than the Karadoc Park Entrance on the said property which will be designed and constructed by the Vendors at the Vendors cost.
- f) They shall not use or permit or suffer to be used or allow to be used the said land or any part thereof for any purpose other than residential purposes and they shall not be permitted to store any materials vehicles including but not limited to, trucks, semi trailers or truck trailers of any type other than goods or materials or motor vehicles commonly stored at or on residential premises.
- g) They shall not landscape and maintain all gardens, lawns and garden beds on the said land other than to a good standard having regard to the amenity of the area being all lots on the said Plan of Subdivision.
- (f) They will not erect or cause or suffer to be erected or allow remaining upon the said land any double story residential building or outbuilding

AND IT IS HEREBY AGREED AS FOLLOWS:

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

Signing:

35271702A

45-2TLA

Page 2 of 4

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AQ838684G

**Transfer of Land - creating an easement and/or
restrictive covenant**
Section 45 Transfer of Land Act 1958

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registers and indexes.

Transferor

Certifications

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

Executed on behalf of IRYMPLE DEVELOPMENTS PTY. LTD. ATF IRYMPLE UNIT TRUST

Signer Name *GIOVANNI ROCCISANO.*

Signer Organisation MALONEY ANDERSON LEGAL

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature



Execution Date

29.01.2018



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45-2TLA

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AQ838684G

**Transfer of Land - creating an easement and/or
restrictive covenant**
Section 45 Transfer of Land Act 1958

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maintaining publicly searchable
registers and indexes.

Transferee

Certifications

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

Executed on behalf of BRAYDEN DAVID MEYER
Signer Name *Phyllis Adams*
Signer Organisation ALLSTATE CONVEYANCING SERVICES PTY. LTD.
Signer Role CONVEYANCING PRACTICE
Signature



Execution Date *25.1.2018*

35271702A

45-2TLA

Page 4 of 4

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Build with confidence!



FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT

BSU-29378/20190035/0

ISSUED TO:

Agent:	Brayden Meyer	
Postal Address:	10 Patricia Drive Mildura VIC 3500	
Email:	braydenm_11@hotmail.com	
Address for serving or giving of documents:		
Postal Address:	10 Patricia Drive Mildura VIC 3500	
Contact Person:	Brayden Meyer	Telephone: 0419 236 628

OWNERSHIP DETAILS:

Owner:	Brayden Meyer	
Postal Address:	10 Patricia Drive Mildura VIC 3500	
Email:	braydenm_11@hotmail.com	
Contact Person:	Brayden Meyer	Telephone: 0419 236 628

PROPERTY DETAILS:

Number: 2	Street/Road: Marita Court	Suburb: Irymple	Postcode: 3498
Lot: 19	PS: PS724009	Volume: 11941	Folio: 497
Crown Allotment: N/A	Section: N/A	Parish: N/A	County: N/A
Municipal District:	Mildura Rural City Council		

BUILDER:

Name:	Steven Begg	Telephone: 0412 731 633
ACN / ARBN:	65 142 606 373	
Building Practitioner Registration No:	DB-U 22113	
Postal Address:	10 Betty Krake Drive Red Cliffs VIC 3496	

This builder is specified under section 24B(4) of the Building Act 1993 for the building work to be carried out under this permit.

Building Practitioner or architect engaged to prepare documents for this permit

Full Name	Category/class	Registration No
Christopher Hale	Engineer	EC 44506
Duncan Hocking	Architects	DP-AD 27413

Details of domestic building work Insurance

Name of Builder:	Steven Begg	
Insurance Provider Name:	Victorian Managed Insurance Authority	
Policy No:	C415034	Policy Cover: \$ 290,000.00

DETAILS OF RELEVANT PLANNING PERMIT: Not Applicable

NATURE OF BUILDING WORK:

Construction of Dwelling, Garage & Alfresco Area	
Version of BCA applicable to permit:	2016
Stage of building work permitted:	All Parts
Cost of building work:	\$290,000.00
Total floor area of new building work:	275m ²

BUILDING CLASSIFICATION:

Part of Building	Building Class
Garage	10a
Dwelling & Alfresco Area	1a (i)

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:

Prescribed reporting authority	Matter reported on or consented to	Regulation
Mildura Rural City Council	Stormwater Discharge Point	Regulation 133

PROTECTION WORK:-

Protection work is not required in relation to the building work proposed in this permit.

INSPECTION REQUIREMENTS:

- Prior to placing strip/pad footings
- Inspection of Slab / Waffel Slab
- Inspection of framework, prior to lining
- Final upon completion of all building work

OCCUPATION OR USE OF BUILDING:

An Occupancy Permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

COMMENCEMENT AND COMPLETION:

Building work is to be commenced by: **07 Feb 2020**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

This building work must be completed by: **07 Feb 2021**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

CONDITIONS:

This permit is subject to the following conditions:

1. GENERAL

All works authorised by this Building Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, 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 Australian 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.

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		
Permit No.:	BSU-29378/20190035	Issue Date of Permit:	07 Feb 2019

Signature:



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FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

This occupancy permit must be displayed in the following approved location: not applicable

PROPERTY DETAILS:

Number: 2	Street/Road: Marita Court	Suburb: Irymple	Postcode: 3498
Lot: 19	LP/PS: PS724009	Volume: 11941	Folio: 497
Crown Allotment: N/A	Section: N/A	Parish: N/A	County: N/A
Municipal District:	Mildura Rural City Council		

BUILDING PERMIT DETAILS

Building permit number BSU-29378/20190035
Version of BCA applicable to building permit 2016

BUILDING DETAILS

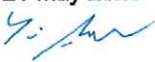
Building to which permit applies	Permitted Use	BCA Class
Dwelling	Occupation	1ai
Garage	Storage	10a

Maximum permissible floor live load	1.5 kPa
Storeys contained	As Per Plans
Effective height	2.55m

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:	Timothy Anderson
Address:	133B Lime Avenue Mildura VIC 3500
Email:	tim@andersongroupmildura.com.au
Building practitioner registration no.:	BSU-29378
Occupancy Permit No.	BSU-29378/20190035
Date of issue:	26 May 2020
Date of final inspection:	21 May 2020
Signature:	

Domestic Building Insurance

Certificate of Insurance

BRAYDEN MEYER

10 Patricia Dr
MILDURA
VIC 3500

Policy Number:
C415034

Policy Inception Date:
01/02/2019

Builder Account Number:
020551

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 19, 2 Marita Court IRYMPLE VIC 3498 Australia**

Carried out by the builder: **STEVEN JAMES BEGG**

Builder ABN: **65142606373**

 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): **BRAYDEN MEYER**

Pursuant to a domestic building contract dated: **26/01/2019**

For the contract price of: **\$ 290,000.00**

Type of Cover: **Cover is only provided if STEVEN JAMES BEGG 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.

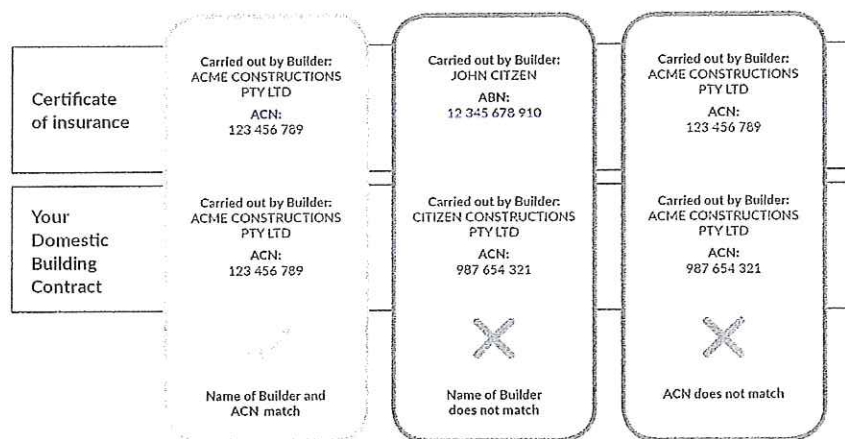
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$735.00
GST:	\$73.50
Stamp Duty:	\$80.85
Total:	\$889.35

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



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FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT

BSU-29378/7641854500392

ISSUED TO:

Agent:	Brayden Meyer	
ACN / ARBN:	Not Applicable	
Postal Address:	2 Marita Court Irymple VIC 3498	
Email:	braydenm_11@hotmail.com	
Address for serving or giving of documents:		
Postal Address:	2 Marita Court Irymple VIC 3498	
Contact Person:	Brayden Meyer	Telephone: 0419 236 628

OWNERSHIP DETAILS:

Owner:	Brayden Meyer	
ACN or ARBN:	Not Applicable	
Postal Address:	2 Marita Court Irymple VIC 3498	
Email:	braydenm_11@hotmail.com	
Contact Person:	Brayden Meyer	Telephone: 0419 236 628

PROPERTY DETAILS:

Number: 2	Street/Road: Marita Court	Suburb: Irymple	Postcode: 3498
Lot: 19	LP/PS: PS724009	Volume: 11941	Folio: 497
Crown Allotment: N/A	Section: N/A	Parish: N/A	County: N/A
Municipal District:	Mildura Rural City Council		

BUILDER:

Name:	Brayden Meyer	Telephone: 0419 236 628
ACN / ARBN:	Not Applicable	
Building Practitioner Registration No:	Owner Builder	
Postal Address:	2 Marita Court Irymple VIC 3498	

This builder is specified under section 24B(2) of the Building Act 1993 for the building work to be carried out under this permit.

Building Practitioner or architect engaged to prepare documents for this permit

Full Name	Category/class	Registration No
Trevor John	Engineer	EC 1618
Aspire Architecture	Architects	DP-AD 1889

Details of domestic building work Insurance

Name of Builder:	Brayden Meyer
Insurance Provider Name:	Not Applicable

DETAILS OF RELEVANT PLANNING PERMIT:

Planning Permit No:	Not Applicable
---------------------	----------------

NATURE OF BUILDING WORK:

Construction of Storage Shed	
Version of BCA applicable to permit:	2019
Stage of building work permitted:	As per Plans
Cost of building work:	\$9,800.00
Total floor area of new building work:	54m ²

BUILDING CLASSIFICATION:

Part of Building	Building Class
Storage Shed	10a

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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: Not Applicable

PROTECTION WORK:-

Protection work is not required in relation to the building work proposed in this permit.

INSPECTION REQUIREMENTS:

- Prior to placing strip/pier footings
- Inspection of framework- prior to lining
- Final upon completion of all building work

OCCUPATION OR USE OF BUILDING:

A Certificate of Final Inspection is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

COMMENCEMENT AND COMPLETION:

Building work is to be commenced by: **14 Oct 2021**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

This building work must be completed by: **14 Oct 2022**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

CONDITIONS:

This permit is subject to the following conditions:

1. GENERAL

All works authorised by this Building Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, 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. CONSTRUCTION REQUIREMENTS

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

3. STORMWATER DISCHARGE

Stormwater to discharge into existing system or into pop ups, a minimum of 5m from any building or boundary.

4. INTERNAL INFRASTRUCTURE

It is the builders/owners responsibility to make sure all internal infrastructure is clear of the area before construction, i.e. "DIAL BEFORE YOU DIG".

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	
Permit No.:	BSU-29378/7641854500392	Issue Date of Permit: 14 Oct 2020

Signature:

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FORM 17
Regulation 200
Building Act 1993
Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property details

Number	2	Street/Road	Marita Court	Suburb	Irymple	Postcode	3498
Lot/s	19	LP/PS	PS724009	Volume	11941	Folio	497
Crown allotment	N/A	Section	N/A	Parish	N/A	County	N/A
Municipal District	Mildura Rural City Council						

Building permit details

Building permit number BSU-29378/7641854500392
Version of BCA applicable to building permit 2019

Description of building work

Storage Shed


Maintenance determination

A maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Directions to fix building work

All directions to fix building work under Part 4 of the Building Act 1993 have been complied with.

Relevant building surveyor

Name: Timothy Anderson
Address: 133B Lime Avenue Mildura VIC 3500
Email: tim@andersongroupmildura.com.au
Building practitioner registration no.: BSU-29378
Certificate No. BSU-29378/7641854500392
Date of issue: 18 Feb 2021
Date of final inspection: 18 Feb 2021
Signature: 

Build with confidence!



REPORT ON DOMESTIC BUILDING WORK

Victorian Building Act 1993

REPORT PARTICULARS:-

Date of Report:
Date of Inspection: 26/07/2021
Reference No: 20000259

OWNER'S DETAILS:-

Surname: Meyer
Given Name/s: Brayden
Phone No: 0419 236 628

PROPERTY LOCATION:-

Lot: 19
PS: PS724009
Street No: 2
Street: Marita Court
Town/City/Suburb: Irymple VIC
Relevant Council: Mildura Rural City Council

BUILDING DETAILS:-

☒ Shed ☐ Alteration/Addition ☐ Verandah (attached)
☐ Unit/Duplex ☐ Relocation ☐ Swimming Pool

PARTICULARS OF BUILDING WORK:-

Description of building/alteration/additions or improvement work: Garden Shed
Cost of Works: \$9,800.00
Replacement Cost of Works: \$11,000
Permit Date: 14/10/2020
Project Completion Date: 18/02/2021
Building Surveyor: Timothy Anderson BS-U 29378
Weather conditions at time of inspection: ☒ Fine ☐ Cloudy ☐ Wet ☐ Windy ☐ Other

INSPECTOR'S DETAILS:-

Tim Anderson
PO Box 3148
MILDURA VIC 3502
Phone 03 5022 8196
Victorian Practitioner No. BS-U 29378
New South Wales Practitioner No. BPB 1769

PURPOSE OF REPORT:-

This report contains matters required by the Minister under Section 9 or Section 10 of the House Contracts Guarantee Act 1987 and identifies defects for the purpose of those Sections and is provided on the basis of notes overleaf.

Anderson Group - Building Surveyors and Consultants Pty Ltd - ATF Anderson Group Unit Trust

Office: 101a Ninth Street, Mildura VIC 3500 Postal: PO Box 3148, Mildura VIC 3502

Phone: (03) 5022 8196 Fax: (03) 5022 8197 Email: tim@andersongroupmildura.com.au ABN: 55 140 846 759

DESCRIPTION/SUMMARY OF SHED AND OUTDOOR AREA

CONSTRUCTION:-Shed

Footings: 600mm Pier Holes
Roof Pitch: 13 Deg
Roof Cladding: Colourbond
Stumps: N/A
Wall Lining (internal): N/A
Ceiling Lining: N/A

Floor: Concrete
Roof Frame: Steel
Window Frames: N/A
Wall Structure: N/A
Wall Cladding (external): Colourbond
No. of Storeys: Single

STRUCTURES:-

Storage Shed

TERMITE PROTECTION:-

Is the building located in a designated termite zone?	Yes
Has termite protection been installed?	No
Type of protection provided:	N/A

OTHER COMMENTS:-

This report relates to a Storage Shed only.

This report is only based on a Storage Shed only, as per the Building Permit issued by Tim Anderson, Relevant Building Surveyor BS-U 29378.

Signed:



Tim Anderson
Victorian Practitioner Number BS-U 29378

Date of Inspection: 26 / 7 / 2021

This inspection report is undertaken to comply with the requirements of the Building Act 1993 Victoria and the Home Building Act New South Wales 1989.

LEGEND: [✓] No visible defects [X] Significant defect [M] Maintenance item
 [N] Not applicable [O] Non completion [S] Slight defect
 [R] Non compliance with Regulations

PROPERTY:-

THE SITE

Fences	✓		Paths	✓		Driveways	✓	
Steps	✓		Surface Drainage	✓		Retaining Walls (non structural)	N	

BUILDING PARTICULARS:-

SHED

Structural/Steel	✓		Floor (concrete)	✓		Walls	✓	
Ceiling	N		Posts/Steel columns	✓		Double Doors	N	
PA Door	✓		Bracing	✓				

ROOF

Condition	✓		Skylights	N		Vents	N	
Valleys	✓		Guttering	✓		Downpipes	✓	

Signed:



Tim Anderson
 Victorian Practitioner Number BS-U 29378

Date of Inspection: 26/7/2021

SUMMARY OF DEFECTS/MAINTENANCE ITEMS:-

The items listed below are a summary of the defects/maintenance items based on the checklist:-

DEFECTS:- Storage Shed

NIL

SECOND HAND MATERIALS:-

NIL

INCOMPLETE WORKS:-

NIL

INACCESSIBLE AREAS:-

NIL

Signed:



Tim Anderson
Victorian Practitioner Number BS-U 29378

Date of Inspection: 26/7/2021

Dwelling Condition Report

This report is provided pursuant to the Section 137b of the Building Act 1993 by the owner builder of the dwelling identified in this report.

Selling an Owner Built House

Prior to entering into a Contract of Sale for a home built by an Owner Builder i.e. not being a Registered Builder, which is less than 6 ½ years old from the date of completion, the Owner Builder must, for the benefit of the Purchaser:-

1. Obtain an inspection report from a Prescribed Practitioner that contains the matters required by the Minister i.e. lists the details, conditions, defects, incomplete works etc. This report must not be more than six months old at the time the Contract of Sale is signed.

Note: To sell your owner built property without the required insurance can attract a fine of up to \$10,000. The above information does not apply to a dwelling other than a home i.e. detached garage etc. as some legislation requirements do vary. Check with your Conveyancer/Solicitor for specific details.

Contract of Sale Conditions

A Contract of Sale must contain the following special conditions:-

1. The Purchaser acknowledges that prior to signing the Contract; the Purchaser has received a copy of the inspection report as prescribed in Section 137b of the Building Act 1993 and a copy of a certificate evidencing the existence of the required insurance;
2. The Vendor/s warrant that they have effected a policy of insurance in the name of the Purchaser (or in the case of sale by auction, the policy is subject only to completing the name of the successful Purchaser) in which indemnifies the Purchaser (and any subsequent purchasers) against all losses and damage during the period of insurance which resulted from:-
 - a) Any breach of the implied warranties under Section 137c of the Act; and
 - b) Alternative accommodation, removal and/or storage costs reasonable and necessarily incurred as a result of any event under above.
3. Vendor warrants that all domestic building work be carried out in relation to the construction by or on behalf of the Vendor of the home was carried out in a proper and workmanlike manner;
4. The Vendor warrants that all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the Contract, those materials were new; and
5. The Vendor warrants that domestic building work was carried out in accordance with all laws and legal requirements including, without limiting the generality of this warranty, this Act and the regulations.

Defects identified are those caused by hard workmanship or movement of the foundations. The report does not necessarily refer to routine maintenance items e.g. hairline plaster cracks or jamming doors and windows, which are caused by normal shrinking, provided the workmanship was not defective.

Unless otherwise stated:-

- No soil or other materials have been excavated or removed;
- No plants or trees have been removed;
- No samples have been taken or tested;
- No fixtures, fittings, cladding or lining materials have been removed;
- Building services have not been tested;
- No items of furniture or chattels have been moved;
- The roof has not been water tested;
- No enquiries have of drainage, sewerage or water authorities have been made;
- No plans, specifications or other contract documents have been sighted for the purpose of inspecting the dwelling and providing this report; and
- No special investigation of insect attack e.g. termite, borer etc., has been made and any reference to this has been based on a casual inspection.

Signed:



Tim Anderson
Victorian Practitioner Number BS-U 29378

Date of Inspection: 26 / 7 / 2021

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / ALLSTATE CONVEYANCING SERVICES (MILDURA)

Your Reference: 21583 MEYER

Certificate No: 48192403

Issue Date: 21 JUL 2021

Enquiries: ESYSPROD

Land Address: 2 MARITA COURT IRYMPLE VIC 3498

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44608397	19	724009	11941	497	\$0.00

Vendor: BRAYDEN DAVID MEYER

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR BRAYDEN DAVID MEYER	2021	\$158,000	\$0.00	\$0.00	\$0.00

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$476,000

SITE VALUE: \$158,000

AMOUNT PAYABLE: \$0.00

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 48192403

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$158,000

Calculated as \$0 plus (\$158,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 48192403

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 48192403

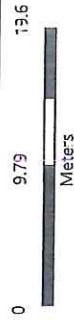
Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

LEGEND

- LMW Urban Sewer:
 - Gravity Pipeline
 - Rising Main Pipeline
 - Pressure Main Pipeline
- LMW Rural Water Pipeline:
 - Pipeline
 - Channel
- LMW Rural Drainage:
 - Gravity Pipeline
 - Rising Main Pipeline
 - Channel



1:514

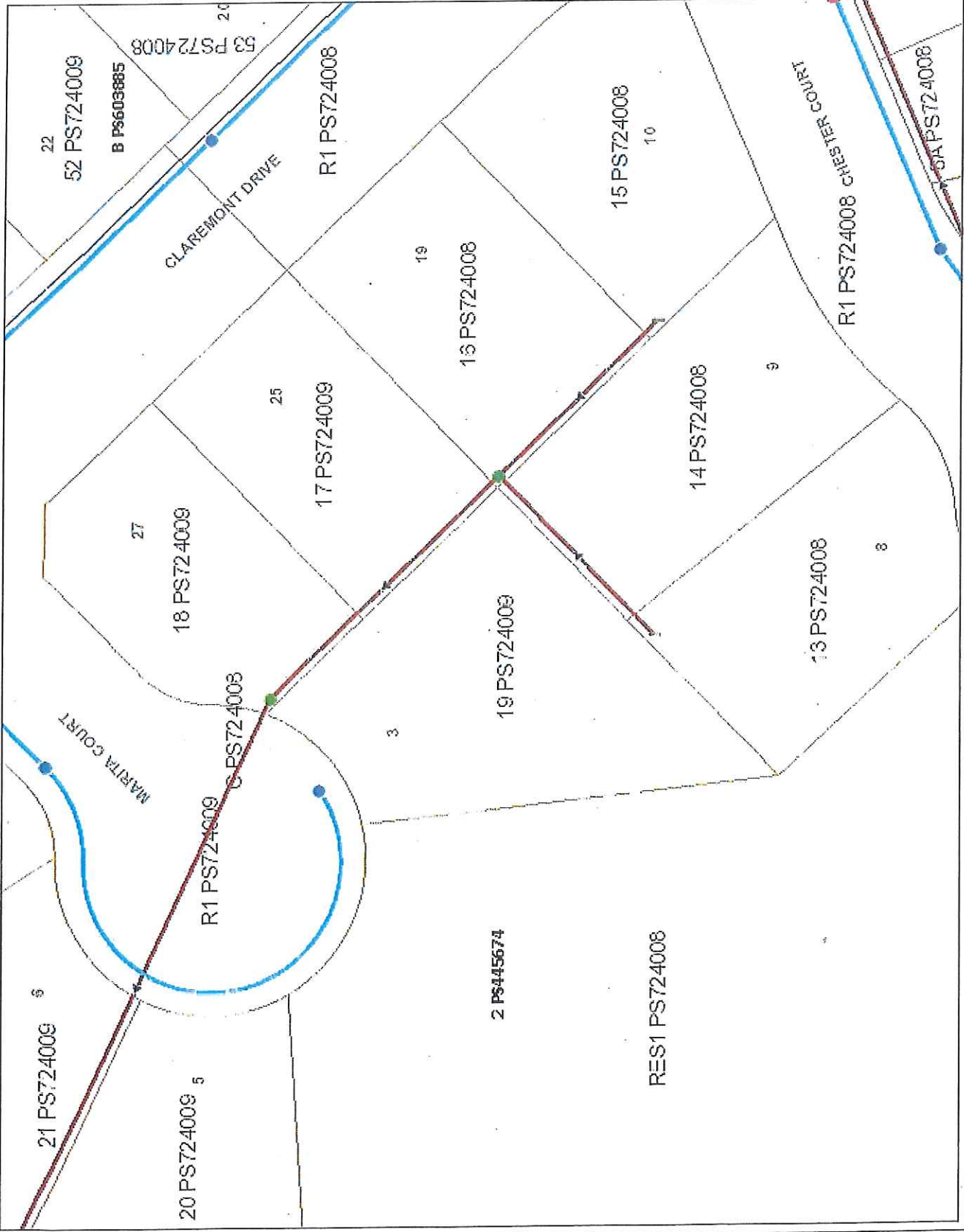


Printed: 23/01/2018

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 prove locations and depths in the field. This information is only to be used for the initial project and shall not be passed on to a third party. Notes: For further assistance please contact LMW.



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

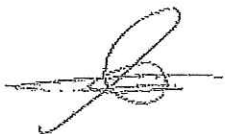
Some land within the municipality of the Mildura Rural City Council contains high levels of salt resulting in a condition commonly referred to as 'salinity'. Salinity can result in 'salt damp' or 'rising damp and salt attack' which can cause damage to certain building materials such as concrete and masonry.

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

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

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

Yours sincerely



Mark Yantses

MUNICIPAL BUILDING SURVEYOR

MY/jb

PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 21 July 2021 12:26 PM

PROPERTY DETAILS

Address: **2 MARITA COURT IRYMPLE 3498**
Lot and Plan Number: **Lot 19 PS724009**
Standard Parcel Identifier (SPI): **19\PS724009**
Local Government Area (Council): **MILDURA**
Council Property Number: **413122**
Directory Reference: **Vicroads 537 Q3**

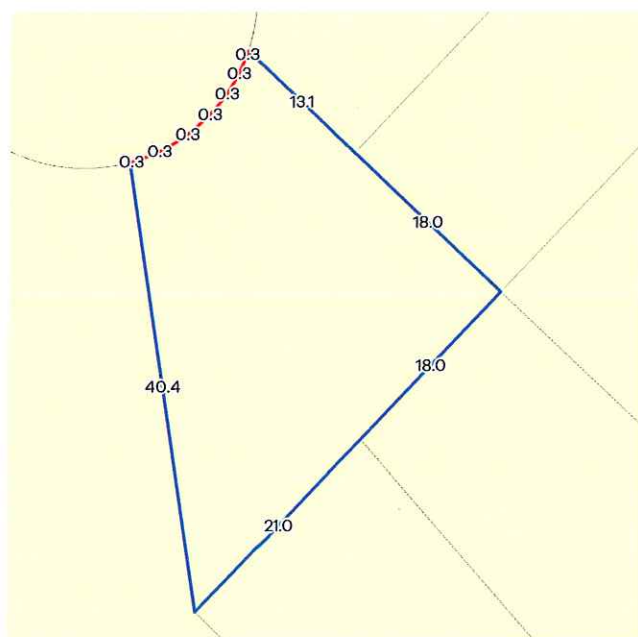
www.mildura.vic.gov.au

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

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

SITE DIMENSIONS

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



Area: 824 sq. m

Perimeter: 125 m

For this property:

— Site boundaries

— Road frontages

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

50 overlapping dimension labels are not being displayed

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

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

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**

PROPERTY REPORT



Environment,
Land, Water
and Planning

PLANNING INFORMATION

Planning Zone: [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

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

Planning Overlay: [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 \(DPO1\)](#)

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

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

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

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

Planning scheme data last updated on 14 July 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>

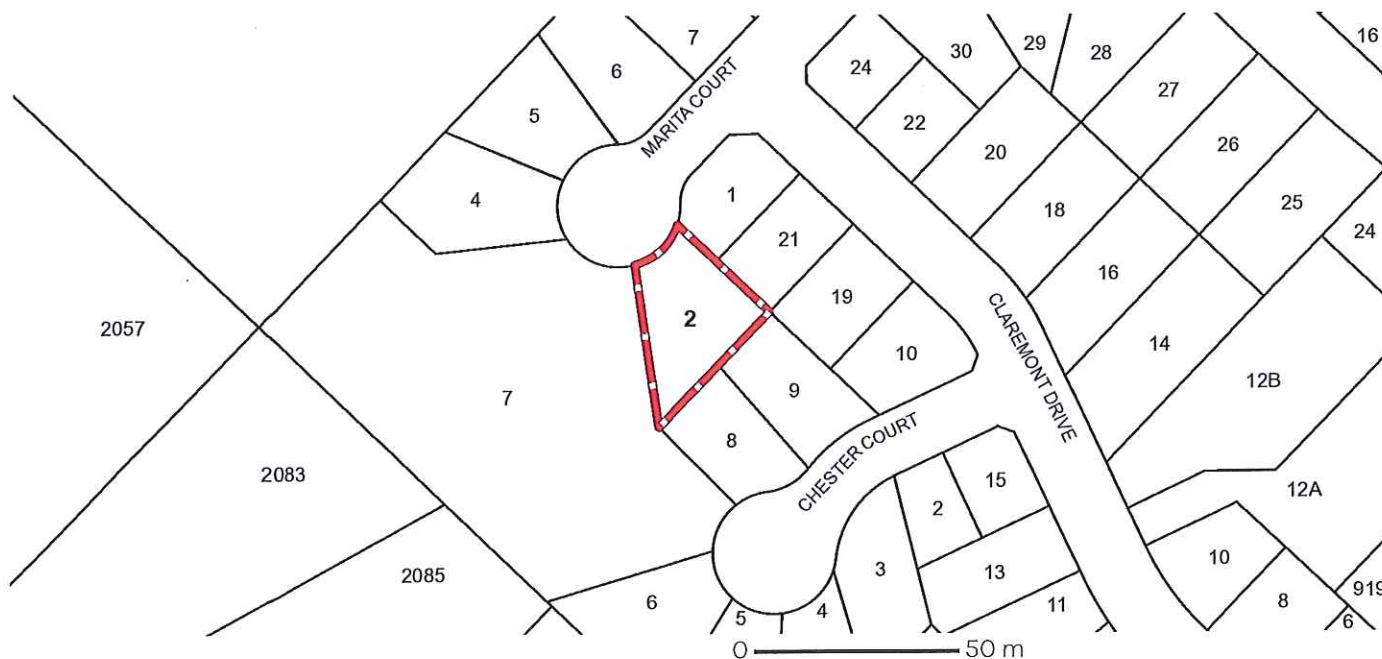
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

Area Map



Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 21 July 2021 12:22 PM

PROPERTY DETAILS

Address: **2 MARITA COURT IRYPLE 3498**
Lot and Plan Number: **Lot 19 PS724009**
Standard Parcel Identifier (SPI): **19\PS724009**
Local Government Area (Council): **MILDURA**
Council Property Number: **413122**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 537 Q3**

www.mildura.vic.gov.au

[Planning Scheme - 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**

OTHER

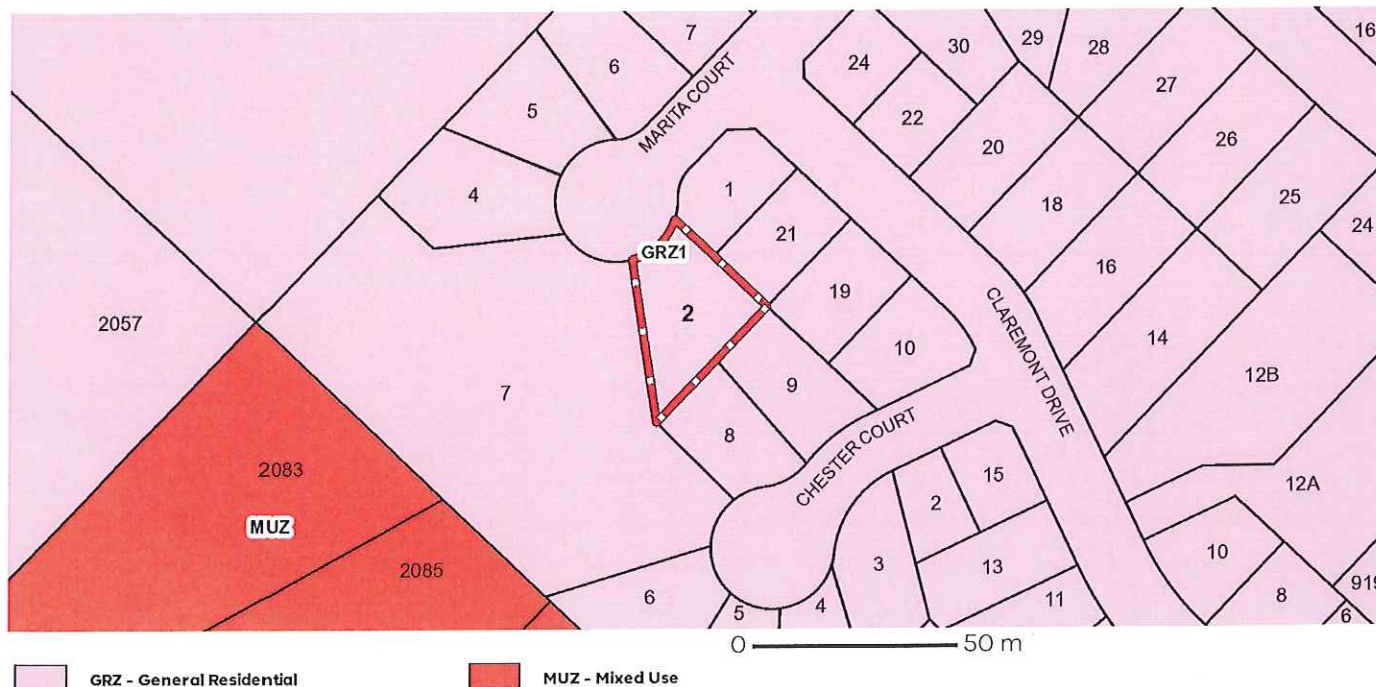
Registered Aboriginal Party: **First People of the Millewa-Mallee**

[View location in VicPlan](#)

Planning Zones

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

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



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

PLANNING PROPERTY REPORT

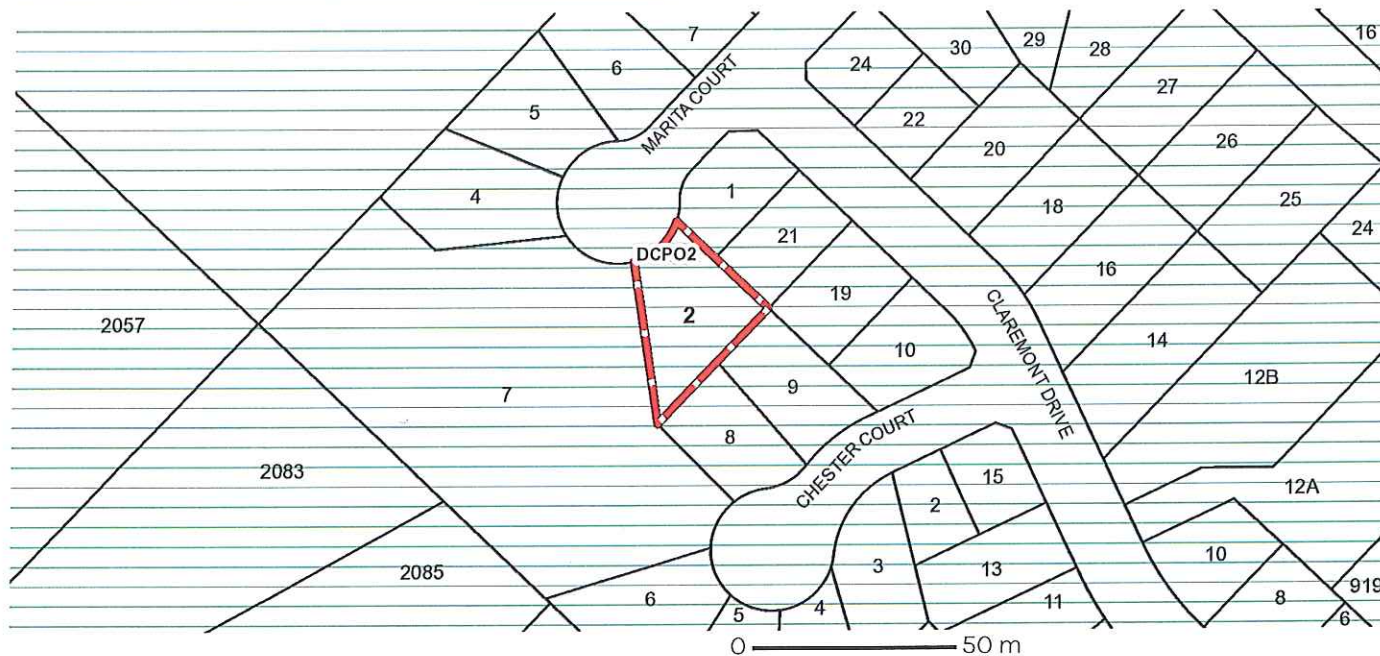


Environment,
Land, Water
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Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

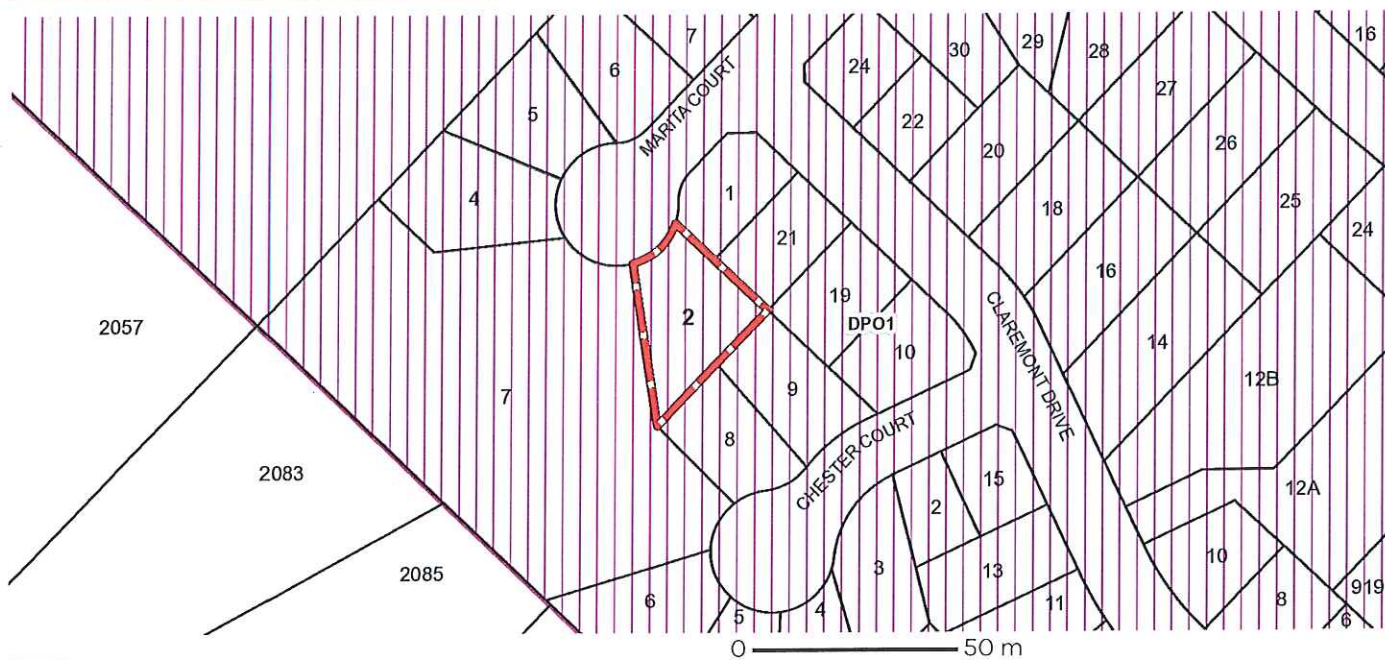


 DCPO - Development Contributions Plan

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 PROPERTY REPORT

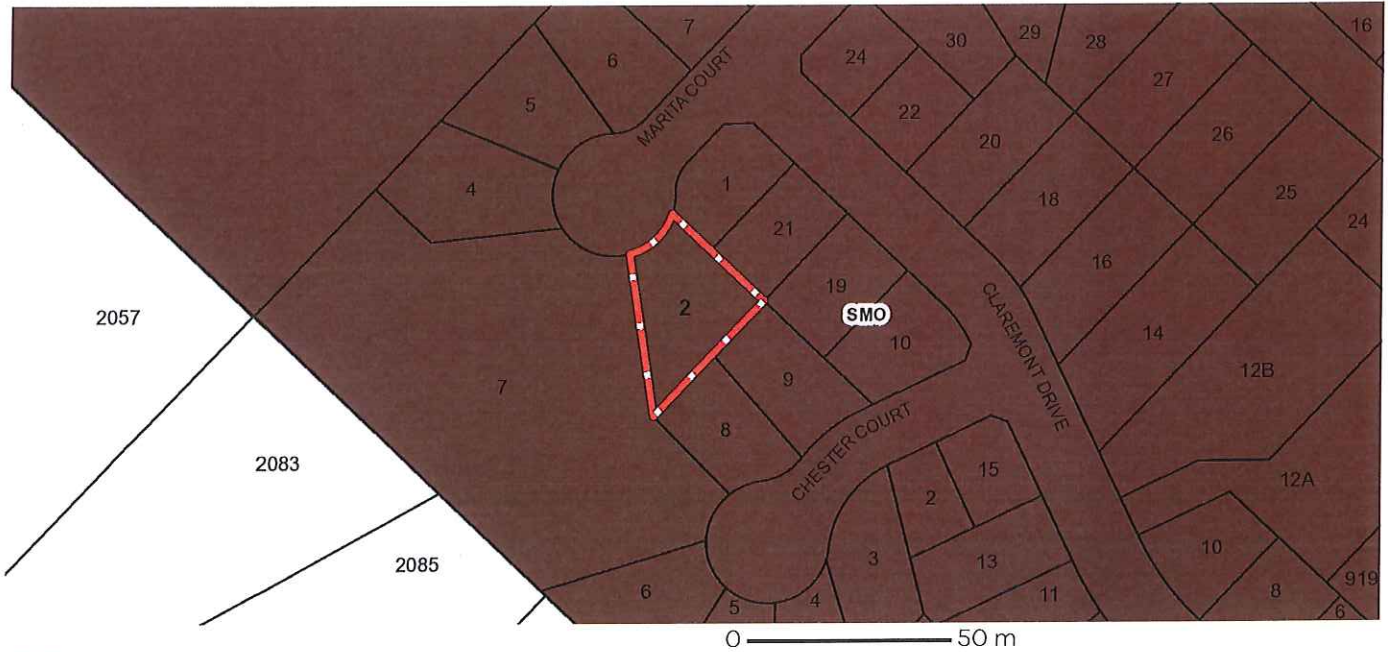


Environment,
Land, Water
and Planning

Planning Overlays

SALINITY MANAGEMENT OVERLAY (SMO)

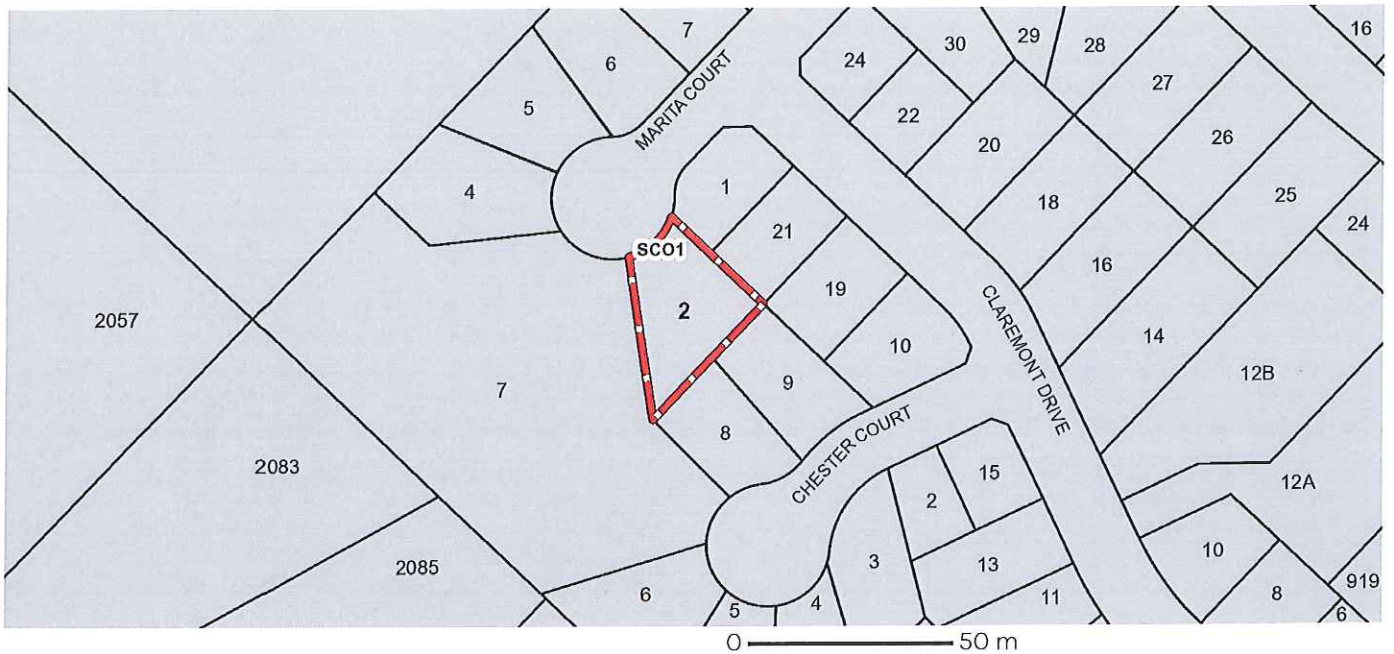
SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)



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)



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

PLANNING PROPERTY REPORT



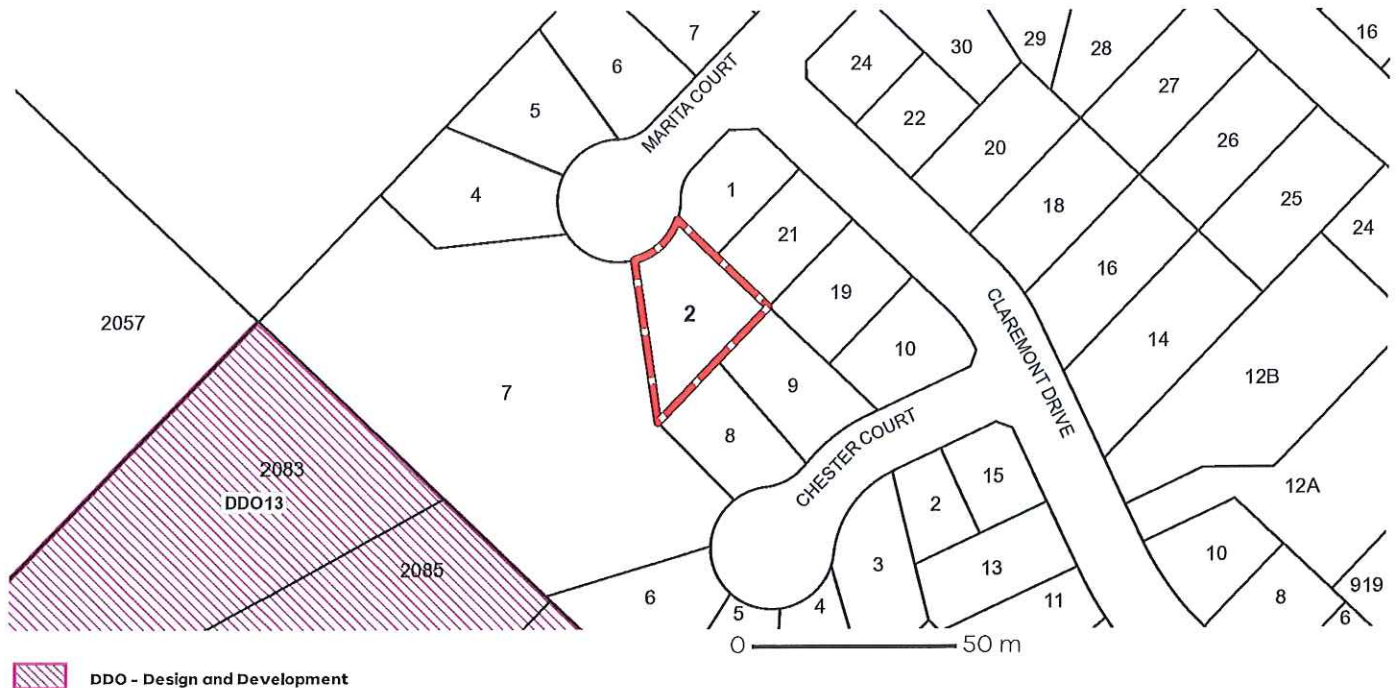
Environment,
Land, Water
and Planning

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)



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 14 July 2021.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

PLANNING PROPERTY REPORT

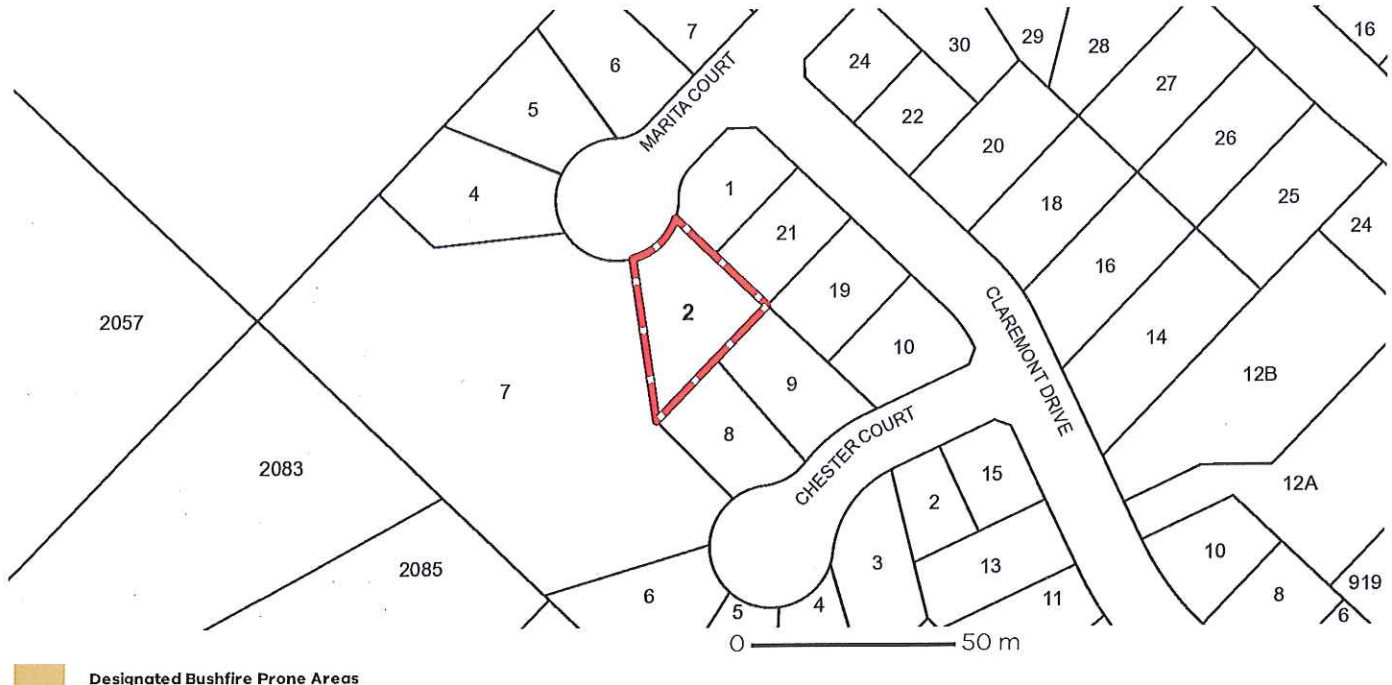


Environment,
Land, Water
and Planning

Designated Bushfire Prone Areas

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 <https://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

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

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

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

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

Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://environment.vic.gov.au/)

Due diligence checklist for home buyers

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

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

Sellers or estate agents must:

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

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

Urban living

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

For more information, visit the [Commercial and industrial noise page on the Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

Buying into an Owners Corporation

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

For more information, view our [Owners Corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Planning, Transport and Local Infrastructure website](#).

Flood and fire risk

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

More information:

- [Australian Flood Risk Information Portal - Geoscience Australia website](#)
- [Melbourne Water website](#)
- [Mallee Catchment Management Authority website](#)
- » [North Central Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- » [Bushfire Management Overlay in planning schemes - Department of Transport, Planning and Local infrastructure website](#)
- [Building in bushfire prone areas - Department of Transport, Planning and Local Infrastructure website.](#)

Rural properties

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

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

Earth resource activity, such as mining

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

For more information, visit the [GeoVic page on the Department of State Development Business and Innovation website](#) and the [Information for community and landholders page on the Department of State Development Business and Innovation website](#).

Soil and groundwater contamination

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

For information on sites that have been audited for contamination, visit the [contaminated site management page on the Environment Protection Authority website](#).

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Miscellaneous practice and advisory notes page on the Department of Planning and Community Development website](#).

Land boundaries

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

For more information, visit the [Property and land titles page on the Department of Transport, Planning and Local Infrastructure website](#).

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

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

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

Proposed or granted planning permits

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

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online on the Department of Planning and Community Development website](#).

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

Safety

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

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website](#).

Building permits

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

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

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Aboriginal Cultural Heritage Planning Tool section on the Department of Premier and Cabinet website](#).

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website](#).

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

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

For more information, visit the [Choosing a retailer page on the Your Choice website](#).

For information on possible impacts of easements, visit the [Caveats, covenants and easements page of the Department of Transport, Planning and Local Infrastructure website](#).

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

Buyers' rights

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

For more information, view our [Buying property section](#).

Professional associations and bodies that may be helpful:

* Archicentre website

[Association of Consulting Surveyors Victoria website](#)

[Australian Institute of Conveyancers \(Victorian Division\) website](#)

[Institute of Surveyors Victoria website](#)

[Law institute of Victoria website](#)

[Real Estate Institute of Victoria website](#)

[Strata Community Australia \(Victoria\) website](#).

Government of Victoria (Consumer Affairs Victoria) 2014

<http://www.consumer.vic.gov.au/duediligencechecklist> 5/5

Vendor: Brayden David Meyer

Vendor's Section 32 Statement

Property: 2 Marita Court, Irymple

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

Phone: 03 50 235355
Facsimile: 03 50 235653
Ref: 21583 Meyer SAH