

**SPECIAL CONDITIONS included in Contract of Sale**  
**BETWEEN**  
**Patrick Joseph Bell and Shelley Anne Bell as Vendors**  
**And**  
**As Purchaser**

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**SPECIAL CONDITIONS:**

**1. GST Withholding**

- 1A 1.** Words and expression defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in the Special Condition unless the context requires otherwise. Words and expression first used in the Special Condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 1A 2.** This Special Condition 1A applies if the purchaser is requires to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \**new residential premises* or \**potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this Special Condition 1A is to be taken as relieving the Vendor from compliance with Section 14-255.
- 1A 3.** The amount is to be deducted from the Vendor's entitlement to the contract\**consideration* and is then taken to be paid to the Vendor, whether or not the Vendor provides the Purchaser with a GST Withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The Vendor must pay to the purchaser at settlement such part of the amount as is represented by nonmonetary consideration.
- 1A 4.** The Purchaser must:
- (a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this Special Condition; an
  - (b) Ensure that the representative does so.
- 1A 5.** The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) Pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from monies under the control or direction of the representative in accordance with this Special Condition on settlement of the sale of the property;
  - (b) Promptly provide the Vendor with evidence of payment, including any notification or other document provided by the Purchaser top the Commissioner relating to payment; and
  - (c) Otherwise comply, or ensure compliance, with this Special Condition.
- Despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor;  
And
- (e) any other provision in this contract to the contrary.

**1A 6.** The representative is taken to have complied with the requirements of special condition 1A.5 if:

- (a) Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties;  
and
- (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

**1A 7.** The Purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:

- (a) So agreed by the vendor in writing; and
- (b) The settlement is not conducted through an electronic settlement system described in special condition 1A.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 1A.7, the vendor must:

- (c) Immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) Give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

**1A 8.** The Vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.

**1A 9.** A party must provide the other party with such information as the other party requires to:

- (a) Decide if an amount is required to be paid or the quantum of it, or
  - (b) Comply with the purchaser's obligation to pay the amount,
- In accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The party providing the information warrants that it is true and correct.

**1A 10.** The Vendor warrants that:

- (a) At settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) The amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

**1A 11.** The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) The penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 1A 10: or
- (b) The purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

The Vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

**1A 12.** This special condition will not merge on settlement.

**2. Whole Agreement:**

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendors' agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract;

**3. Representation and Warranty as to Building:**

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's agent from any claims demands in respect thereof.

**4. Planning:**

The property is sold subject to any restriction as to user imposed by law or by an authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

**5. Director's Guarantee and Warranty:**

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

The following Guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

## GUARANTEE and INDEMNITY

I/We, ..... of .....

and ..... of .....

being the **Sole Director / Directors** of ..... ACN.....

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor selling to the within-named Purchaser at our request the Land described in the within Contract of Sale for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be preformed or observed by the Purchaser I/we will forthwith on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and hereby indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said ..... )  
 Print Name..... )  
 .....

in the presence of: ..... ) Director (Sign)  
 ..... )  
 Witness..... )

SIGNED SEALED AND DELIVERED by the said ..... )  
 Print Name..... )  
 .....

in the presence of: ..... ) Director (Sign)  
 ..... )  
 Witness..... )



## 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*.


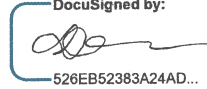
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

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:** 16 Stonehouse Court, Koorlong

**VENDOR'S NAME:** Patrick Joseph Bell and Shelley Anne Bell

**VENDOR'S SIGNATURE:**  

5/7/2022

5/7/2022

**DATE:** \_\_\_\_\_

**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: Patrick Joseph Bell and Shelley Anne Bell

Property: 16 Stonehouse Court, Koorlong  
Lot 30 on Plan of Subdivision 603872D being the whole  
of the land in Certificate of Title Volume 11052 Folio 054

**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 contained in the attached certificate/s.~~  
are as follows :

<u>Authority</u>	<u>Amount</u>	<u>Interest</u>
1. Mildura Rural City Council	\$1,124.08	per annum (plus annual increase for 2022/2023)
2. Lower Murray Water- Urban	\$ 25.38	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:

### 3. Matters relating to land use

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:
  - (i) Description: see attached copy Title
  - (ii) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: none known to Vendors
- (b) This land is within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*
- (c) There is access to the property by road.
- (d) In the case of land to which a planning scheme applies a statement specifying—
  - (i) name of the planning scheme: See attached
  - (ii) name of the responsible authority: See attached
  - (iii) zoning of the land: See attached
  - (iv) name of any planning overlay affecting the land: See attached
  - (v) Salinity – See attached
- (e) ~~Tenancy Agreement – See attached~~

### 4. Notices made in respect of land

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

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

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

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

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

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

### 5. Building permits

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

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

## 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;
- (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.



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

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

Page 1 of 1

VOLUME 11052 FOLIO 054

Security no : 124098513739B  
Produced 23/06/2022 11:22 AM

**LAND DESCRIPTION**

Lot 30 on Plan of Subdivision 603872D.  
PARENT TITLE Volume 10954 Folio 882  
Created by instrument PS603872D 12/02/2008

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
PATRICK JOSEPH BELL  
SHELLEY ANNE BELL both of 12B UPLAND DRIVE MILDURA VIC 3500  
AF883267P 03/06/2008

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AF883268M 03/06/2008  
WESTPAC BANKING CORPORATION

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  
X627830U 26/07/2001

AGREEMENT Section 173 Planning and Environment Act 1987  
AF614281B 29/01/2008

**DIAGRAM LOCATION**

SEE PS603872D 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: 16 STONEHOUSE COURT KOORLONG VIC 3501

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 23/10/2016

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS603872D</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>23/06/2022 11:25</b>

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# PLAN OF SUBDIVISION

STAGE NO. / LTO use only  
EDITION 1

Plan Number  
**PS 603872D**

**Location of Land**  
Parish: GINQUAM  
Township: \_\_\_\_\_  
Section: \_\_\_\_\_  
Crown Allotment: 50 (PART)  
Crown Portion: \_\_\_\_\_  
LTO base record: VICMAP DIGITAL PROPERTY  
Title References: Vol 10954 Fol 882

**Council Certification and Endorsement**  
Council Name: MILDURA RURAL CITY COUNCIL Ref: SO1012  
1. This plan is certified under section 6 of the Subdivision Act 1988.  
~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.~~  
~~Date of original certification under section 6~~  
~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

LTO use only  
Statement of Compliance / Exemption Statement  
Received  Date 11/2/2008

**Last Plan Reference: PS 537855U (LOT A)**  
Postal Address:  
REDCLIFFS - MERINGUR ROAD,  
THURLA VIA RED CLIFFS, 3496.  
MGA94 Co-ordinates: E 595000 Zone 54  
(Of approx. centre of plan) N 6199000

**Open Space**  
(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.  
(ii) The requirement has been satisfied.  
(iii) The requirement is to be satisfied in Stage.

LTO use only  
PLAN REGISTERED  
TIME 10:52 AM  
DATE 12/2/2008  
*Greg Gillard*  
Assistant Registrar of Titles

**Vesting of Roads or Reserves**

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

Council Delegate  
~~Council seal~~  
Date 6/12/2006  
~~Re-certified under section 11(7) of the Subdivision Act 1988.~~  
Council Delegate  
~~Council seal~~  
Date / /

**Notations**  
Depth Limitation:  
15 Metres below the surface.  
Applies to all the land on this plan.  
Staging: This is/is not a staged subdivision  
Planning Permit No. P04/622  
Survey: This plan is/is not based on survey.  
This survey has been connected to permanent marks no(s). 2, 6, 7 & 8  
In proclaimed Survey Area no. \_\_\_\_\_

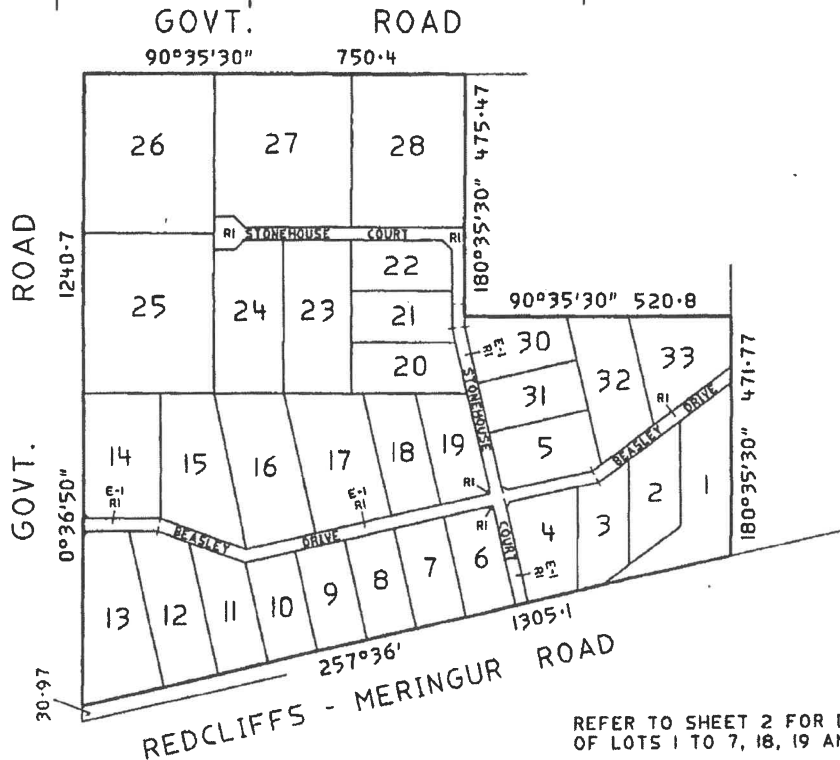
### Easement Information

**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	CARRIAGEWAY	25	PS 537855U	LOT 29 ON PS 537855U

LOT 29 HAS BEEN OMITTED FROM THIS PLAN.

MGA94 NORTH  
ZONE 54



REFER TO SHEET 2 FOR DETAILS OF LOTS 1 TO 7, 18, 19 AND 30 TO 33.  
REFER TO SHEET 3 FOR DETAILS OF LOTS 8 TO 17.  
REFER TO SHEET 4 FOR DETAILS OF LOTS 20 TO 28.

## FREEMAN & FREEMAN

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

SHEET 1 OF 4 SHEETS

ORIGINAL SCALE  
SHEET SCALE  
A3 1:10000  
SCALE  
100 0 100 200 300 400  
LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN  
SIGNATURE \_\_\_\_\_ DATE 28/08/2006  
REF 7567/B VERSION 1

DATE / /  
COUNCIL DELEGATE SIGNATURE

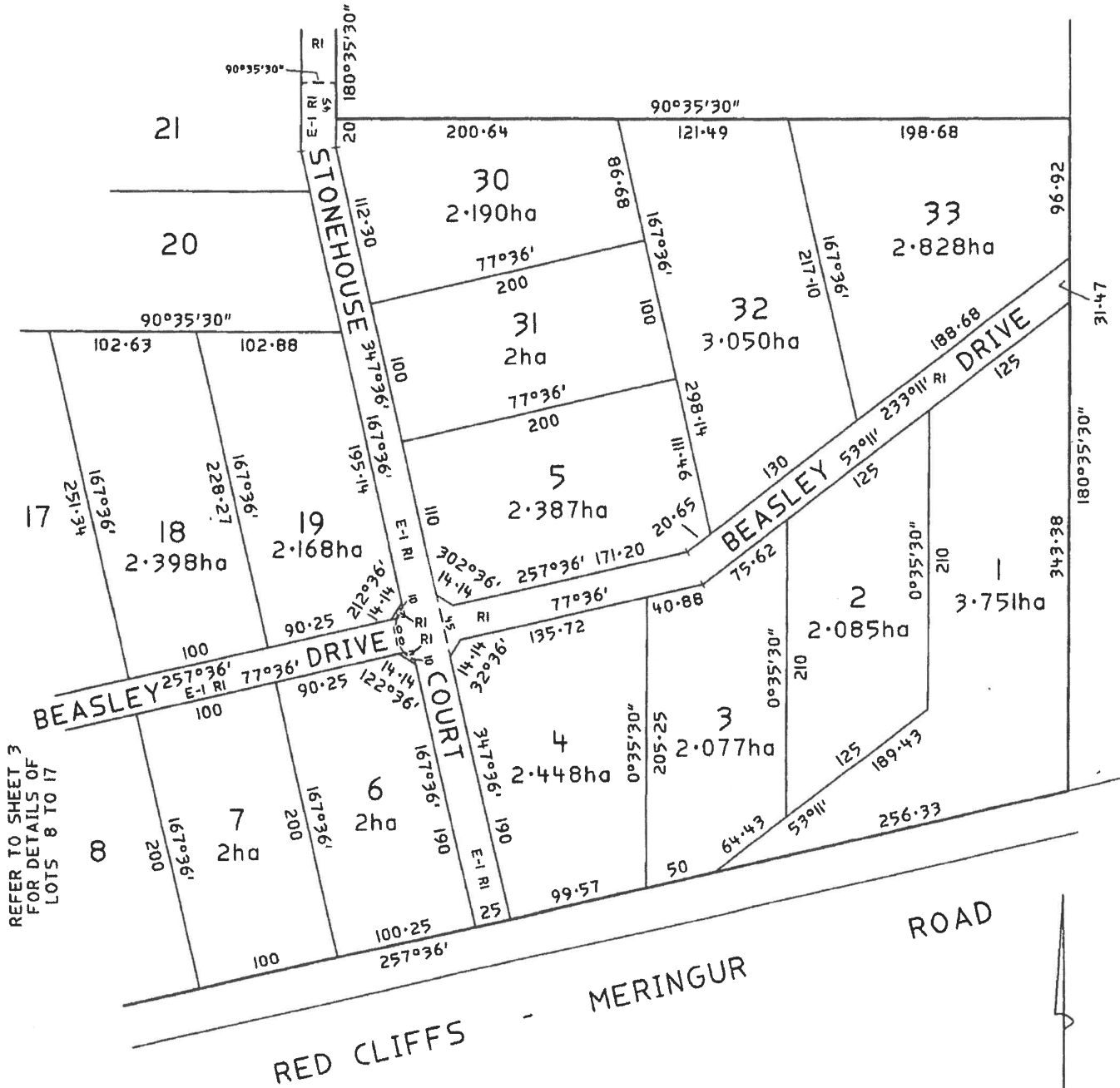
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 603872D

REFER TO SHEET 4  
FOR DETAILS OF  
LOTS 20 TO 28



**FREEMAN & FREEMAN**

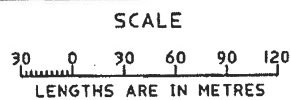
LAND SURVEYORS

PO BOX 2195 MILDURA VIC 3502

TELEPHONE: (03) 50236239

SHEET 2 OF 4 SHEETS

ORIGINAL  
SHEET SIZE  
A3



LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE \_\_\_\_\_ DATE 28/08/2006

REF 7567/B

VERSION 1

DATE / /  
COUNCIL DELEGATE SIGNATURE

# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 603872D

REFER TO SHEET 4 FOR  
DETAILS OF LOTS 20 TO 28

REFER TO SHEET 2 FOR DETAILS  
OF LOTS 1 TO 7, 18, 19 AND 30 TO 33.

GOVT. ROAD

GOVT.

RED CLIFFS - MERINGUR ROAD

MGA94 NORTH  
ZONE 54

## FREEMAN & FREEMAN

LAND SURVEYORS

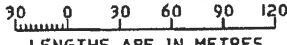
PO BOX 2135 MILDURA VIC 3502  
TELEPHONE: (03) 50236239

SHEET 3 OF 4 SHEETS

ORIGINAL SCALE

SHEET SIZE SCALE

A3 1:3000

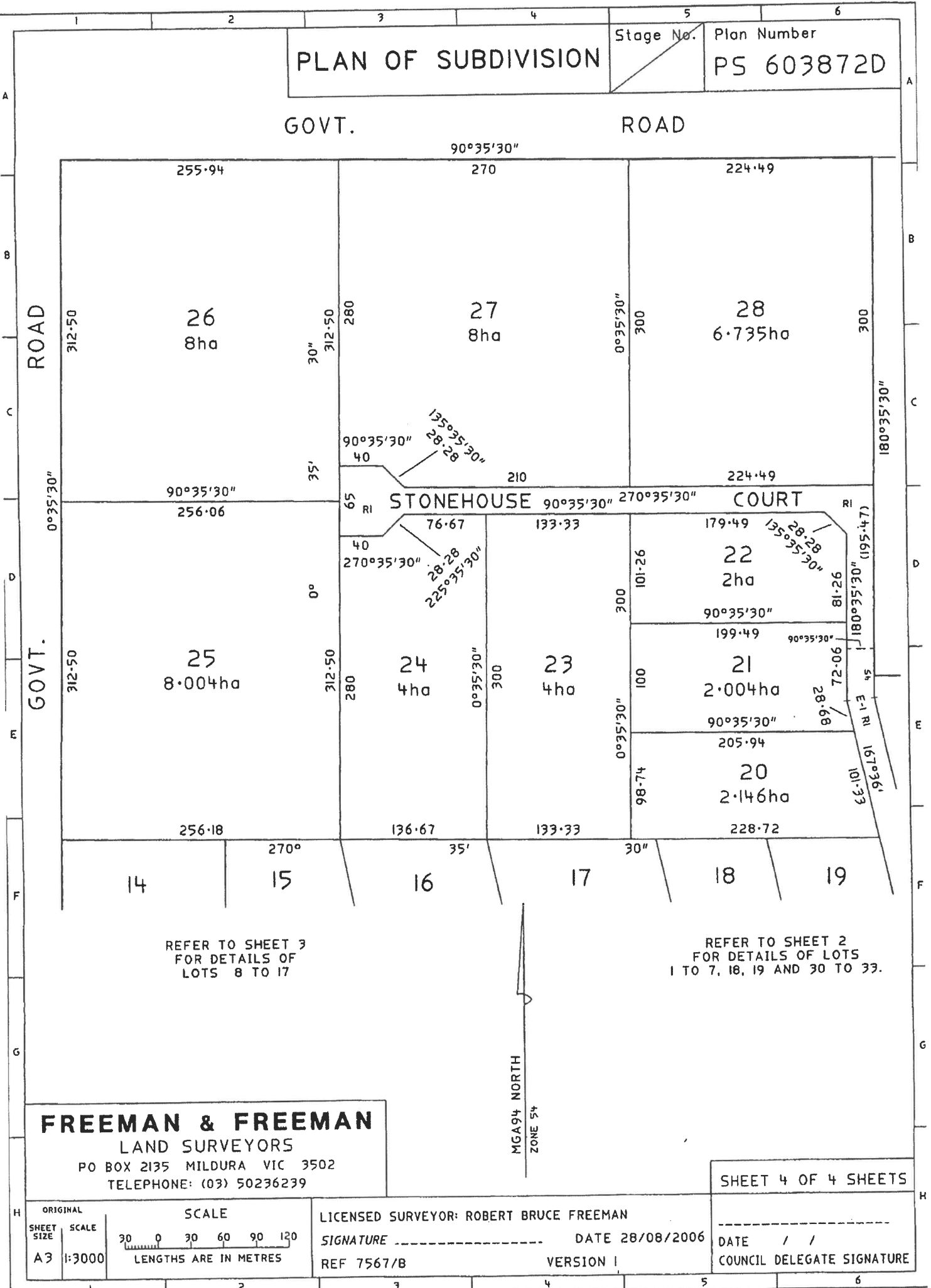


LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE \_\_\_\_\_ DATE 28/08/2006  
REF 7567/8 VERSION 1.

DATE / /  
COUNCIL DELEGATE SIGNATURE



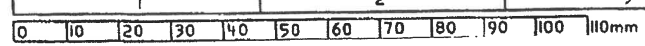
**FREEMAN & FREEMAN**  
 LAND SURVEYORS  
 PO BOX 2135 MILDURA VIC 3502  
 TELEPHONE: (03) 50236239

SHEET 4 OF 4 SHEETS

ORIGINAL SCALE  
 SHEET SIZE: A3 | SCALE: 1:3000  
  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN  
 SIGNATURE: \_\_\_\_\_ DATE 28/08/2006  
 REF 7567/B | VERSION 1

DATE / /  
 COUNCIL DELEGATE SIGNATURE





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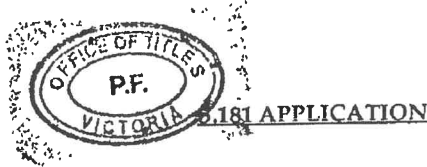
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**X627830U**  
260701 1349 173



Lodged

*MARTIN IRWIN v RICHARDS*

Code

*1088*

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

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

**LAND:** Lot 2 on Plan of Subdivision PS 439466D as contained in Certificate of Title Volume 10554 Folio 722

**ADDRESS OF LAND:** Wilga Road, Red Cliffs, Victoria

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

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

**AGREEMENT DATE:** 14th June, 2001

**AGREEMENT WITH:** KARYN JOY BEASLEY & COLIN ROY BEASLEY both of Red Cliffs in the State of Victoria

**A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION**

Signature for the Responsible Authority .....

Name of Officer .....

*R. SEXTON*

Date .....

*17/7/01*



**DX627830U-1-5**

*17/7/01*

**PARTIES**

**NORTH WEST REGION**

OWNER – C & K BEASLEY

MILDURA RURAL CITY COUNCIL

THE SECRETARY TO THE DEPARTMENT  
OF NATURAL RESOURCES AND ENVIRONMENT

**AGREEMENT UNDER SECTION 173 OF THE  
PLANNING AND ENVIRONMENT ACT 1987**

**Subject Land:** Part Lot 2, PS 439466D, Parish Of Ginquam, County of  
Karkaroc, being the land marked "C2" & "E" on the annexed  
plan.

**Date of Agreement:** 14th June 2001

**Signed Agreement retained at**



**X627830U**  
260701 1349 173



**THIS AGREEMENT** is made upon the date first appearing in schedule C **BETWEEN: THE MUNICIPALITY** named and described as such in schedule C ("the Municipality") of the first part **THE OWNER** named and described as such in schedule C ("the Owner") of the second part **AND THE SECRETARY TO THE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT**, a body corporate established under section 6 of the *Conservation, Forests and Lands Act 1987* ("the Secretary") of the third part

**WHEREAS**

- A. The Secretary is, within the meaning of sub-section 173(2) of the Act, a joint party with the Municipality, to this Agreement.
- B. The Municipality is the Responsible Authority for the Scheme.
- C. This Agreement is made pursuant to section 173 of the Act.

**IT IS HEREBY AGREED** as follows:

**Interpretation**



- 1. Unless inconsistent with the context or subject matter -
  - 1.1 this Agreement shall be interpreted in accordance with and shall include the provisions in schedule B; and
  - 1.2 each word or phrase defined in schedule A shall elsewhere in this Agreement have the meaning given to it in schedule A.

**Covenants of Owner**

- 2. The Owner covenants and agrees that during the continuance of this Agreement the Owner will:-
  - 2.1 consent to the Municipality applying to the Registrar of Titles to register this Agreement pursuant to section 181 of the Act and do and execute all acts, matters, documents and things reasonably required of the Owner to enable the Municipality so to do;
  - 2.2 pay forthwith upon demand the Municipality's proper costs and expenses (including legal expenses) of and incidental to -
    - 2.2.1 the said registration of this Agreement;
    - 2.2.2 the enforcement of any obligations imposed on the Owner by this Agreement or arising from any default by the Owner in performing or observing the terms and conditions of this Agreement on the Owner's part to be performed or observed.
- 3. The Owner further covenants and agrees to the effect of the several covenants and agreements contained in schedule C.

**X627830U**

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**Successors in Title**

- 4. The Owner shall until registration of this Agreement under section 181 of the Act-
  - 4.1 notify the Secretary and the Municipality in writing of every proposed transfer of or other dealing with the subject land or any part of it;
  - 4.2 notify every other party to every proposed transfer or other dealing with the subject land or any part of it of the existence of this Agreement and its proposed registration as aforesaid;
  - 4.3 obtain from every transferee an agreement with the Municipality and the Secretary duly executed by that transferee in such form as shall be satisfactory to the Municipality and the Secretary whereby that transferee shall agree to be bound by the terms and conditions of this Agreement as if he, she, it or they were the Owner hereunder.

**Default of Owner**

- 5.1 In the event of the Owner defaulting or failing to perform any of the covenants on the part of the Owner to be performed under this agreement the Council and/or the Secretary may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council and/or Secretary to rectify any default shall be borne by the Owner. Council and/or the Secretary shall be entitled to recover from the owner the full cost (including legal costs) of ensuring compliance with the agreement together with any other amount payable to the Council and/or the Secretary pursuant to this agreement shall be capable of being recovered by the Council and/or Secretary in any Court of competent jurisdiction as a civil debt recoverable summarily.
- 5.2 In the event of any default hereunder by the Owner the Municipality shall, upon the request of the Secretary so to do, enforce this Agreement as a covenant pursuant to sub-section 182(b) of the Act.

**Governing Law**

- 6. This Agreement shall be subject to and construed in accordance with the laws of the State of Victoria.

**Waiver**

- 7. No waiver by any party shall be binding on that party unless in writing signed by that party and no waiver of a breach of this Agreement committed by a party shall operate as a continuing waiver to that party nor as a waiver of any other breach of this Agreement by that party nor as a waiver to any other party unless so expressed in writing and signed as aforesaid.

**Entire Agreement**

28/2/01

**X627830U**  
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8. This Agreement constitutes the entire agreement between the parties and any other prior or simultaneous arrangements, agreements, promises, understandings or undertakings are hereby superseded by this Agreement. In the event of any conflict arising between the documents comprising this Agreement, the order of precedence shall be first this instrument and thereafter the schedules.

#### Counterparts

9. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

#### Costs

10. Save as aforesaid each party shall bear that party's own legal costs.

#### Service of Notices

11. Any notice to be served under this Agreement shall be in writing and in English and shall be sufficiently served if sent by certified mail addressed to the recipient or left:-
- 11.1 in the case of the Secretary at the Secretary's service address specified in schedule C;
  - 11.2 in the case of any Owner other than the party named as such in schedule C at the last address of that Owner shown on the title documents to the subject land; and
  - 11.3 in the case of service on any of the other parties at the address of that party specified in schedule C;
  - 11.4 provided that any party may give notice of change of address to the other parties and the changed address so notified shall for the purpose of this clause stand in lieu of the address it replaces as from the date of its notification.
  - 11.5 A notice sent by certified mail shall be deemed to have been received on the third day after its posting.

#### Variations

12. No modification variation or amendment of this Agreement shall be submitted to the Minister for approval unless the consent in writing of the Secretary has first been obtained to such modification, variation or amendment and it is in writing and has been executed by all parties to this Agreement.

#### Consent

- 13 The undermentioned Mortgagee/Caveator hereby consents to the registration of this Agreement as a covenant under section 182(b) of the Act.

#### Severability

28/2/01

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14. Should any part of this Agreement be held to be illegal or null and void by a tribunal of competent jurisdiction, such determination shall not affect the remaining parts of this Agreement which shall remain in full force and effect as if the part held to be illegal or null and void had not been included in this Agreement.

#### Further Acts

15. The parties shall each do and perform promptly such further acts and execute and deliver such further instruments as are required by law or reasonably requested by any of the other parties, to establish, maintain and protect the respective rights and remedies of such other party and to carry out and effect the intent and purpose of this Agreement.

#### Commencement

- 16.1 This Agreement commences on the day immediately following the day upon which the last party to execute it, does so.
- 16.2 This Agreement concludes upon the date (if any) stipulated in schedule C.



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**X627830U**  
260701 1349 173

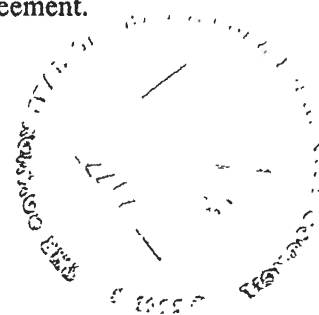


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IN WITNESS WHEREOF the parties have executed this Agreement.

The Common Seal of The Mayor, Councillors and Citizens of Mildura Rural City Council was hereunto affixed in the presence of:



.....Councillor  
.....Councillor  
.....Chief Executive Officer

The Common Seal of C & K Beasley was hereunto affixed in the presence of:

.....Director  
.....Secretary

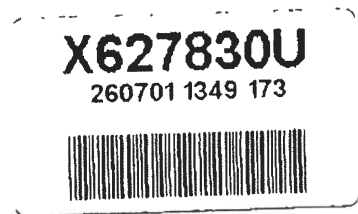
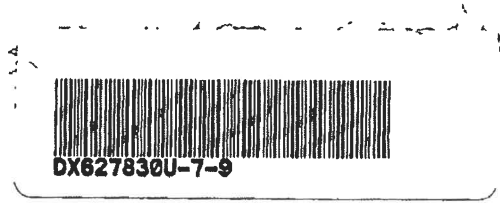
Signed Sealed and Delivered at EAST MELB <Place

by NORMA MARSHALL <Full Name  
.....Signature of Delegate  
.....Title

under delegation from the Secretary to the Department of Natural Resources and Environment given under Section 11 of the Conservation, Forests and Lands Act 1987

on 14 JUNE 2001 <Date

before me:- S.A. Francis <Signature of Witness



**SCHEDULES TO THIS AGREEMENT  
SCHEDULE A**

"Act" means the *Planning and Environment Act 1987*;

"Agreement" means this agreement and includes the schedules;

"Regional Manager" means the Regional Manager of the Department of Natural Resources and Environment responsible for the locality in which the subject land is situated or such person who shall be appointed for the time being by the Secretary in his/her stead;

"Crown" means the Crown in right of the State of Victoria;

"Department" means the Department of Natural Resources and Environment;

"Minister" means the Minister for the time being having authority over the Act;

"Municipality" means the party named and described as such in schedule C;

"Owner" means the party named and described as such in schedule C and his, her, its or their successors in title the registered proprietor or registered proprietors for the time being of the subject land or any part of it;

"Owner's Further Covenants" means the covenants named as such in schedule C;

"person" includes a body corporate as well as an individual;

"schedules" means schedules A to C (inclusive) to this Agreement and "schedule" means any one of the schedules;

"scheme" means the Planning Scheme under the Act referred to in schedule C;

"special condition" means a clause of this Agreement contained under that heading in schedule C and has equal force and effect with any other clause of this Agreement;

"Secretary" means The Secretary to the Department of Natural Resources and Environment;

"subject land" means all that piece of land named and described as such in schedule C;

"writing" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning;

"zoning" means the zoning of the subject land pursuant to the Scheme referred to as such in schedule C.

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**X627830U**

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## SCHEDULE B

### Gender

B1 A reference importing any gender includes a reference to all other genders.

### Singular and Plural

B2 A reference importing the singular includes the plural and vice versa.

### Headings

B3 Headings and marginal notes are included for ease of reference and shall not alter the interpretation hereof.

### Counting of Days

B4 If any day appointed or specified by this agreement falls on a Saturday, Sunday or a day appointed under the *Bank Holidays Act 1958* as a holiday for the whole day the day so appointed or specified shall be deemed to be the day succeeding the day so appointed or specified which is not in turn a Saturday, Sunday or day so appointed as a holiday for the whole day.

### Legislation

B5 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

### Successors

B6 Each party includes the successors of that party.

### Covenants

B7 Covenants given by two or more persons are given both jointly and severally.

### Clauses

B8 References to clauses, sub-clauses and paragraphs are references to clauses, sub-clauses and paragraphs of this Agreement respectively.



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**X627830U**

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**SCHEDULE C**

Date of Agreement the 14<sup>th</sup> day of June 2001

**The Municipality**

NAME(S): The Mayor, Councillors and Citizens of Mildura Rural City Council

ADDRESS (at which notices may be served):

108 Madden Avenue,  
MILDURA, VIC 3500

Telephone No. (03) 5022 2777

Facsimile No. (03) 5021 1899

**The Owner**

CORPORATE OR

PERSONAL NAME(S): C & K BEASLEY

TRADING AS (if Firm):

ADDRESS (at which notices may be served):

"Thurla" RMB 150  
RED CLIFFS, VIC 3496

Telephone No. (03) 5024 1203

Facsimile No. (03) 5024 2285

**Secretary's Service Address**

Name (or) Ms Chloe Munro

Title of Office Secretary to the Department of Natural Resources and Environment

Street Address: 8 Nicholson Street  
EAST MELBOURNE 3002

Facsimile No. (03) 9637 8100

**Subject Land** - Part Lot 2, PS 439466D, Parish of Ginquam, County of Karkaroc, being the land marked "C2" & "E" on the annexed plan.

**Date of Conclusion of Agreement (if any)**

**Planning Scheme** - Mildura Planning Scheme

**Zoning** - Rural Zone (RUZ)



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**Pursuant to Section 174 of the Planning and Environment Act 1987 the Owner Further Covenants and agrees that:-**

- 1) no further subdivision of Lot 2, PS439466D, Parish of Ginquam, County of Karkaroc, shall occur without the consent of the Municipality and the Secretary;
- 2) the area of subject land marked "C2" on the annexed plan is to be protected for conservation purposes in line with conditions 2a) to 2i) below;
  - 2a) only with the written consent of the Regional Manager may vegetation be cleared for the purposes of erecting and maintaining a stock proof fence for enclosing the area of subject land marked "C2" on the annexed plan, and shall be limited to the minimum necessary;
  - 2b) the stock proof fence enclosing the area of subject land marked "C2" on the annexed plan shall be maintained to the satisfaction of the Secretary or his or her nominee;
  - 2c) the area of subject land marked "C2" on the annexed plan shall not be used for cropping, grazing, or any other purpose inconsistent with the conservation and protection of the native flora and fauna;
  - 2d) drainage water, chemicals, chemical residue or any other substances likely to have an adverse effect on the soil, vegetation or fauna shall not be disposed on or allowed to wash or spread onto the area of subject land marked "C2" on the annexed plan;
  - 2e) removal or collection of timber/fire wood, including fallen timber from the area of subject land marked "C2" on the annexed plan, shall not be permitted except with the written permission of the Secretary or his or her nominee;
  - 2f) deliberate burning of the remnant vegetation on the area of subject land marked "C2" on the annexed plan shall not proceed without a vegetation management plan and a fire plan, both of which must be approved in writing by the Secretary or his or her nominee;
  - 2g) the introduction onto the area of subject land marked "C2" on the annexed plan of any non-indigenous fauna including any cat or dog or other domestic animal, shall not be permitted;
  - 2h) in revegetation activities and tree planting works on the area of subject land marked "C2" on the annexed plan, only plant species indigenous to the area and of local provenance are to be used;
  - 2i) the Owner must comply with any reasonable written request from the Secretary or his or her nominee made to protect the quality of the native vegetation on the area of subject land marked "C2" on the annexed plan; and



**Special Conditions** [Insert, if any.]

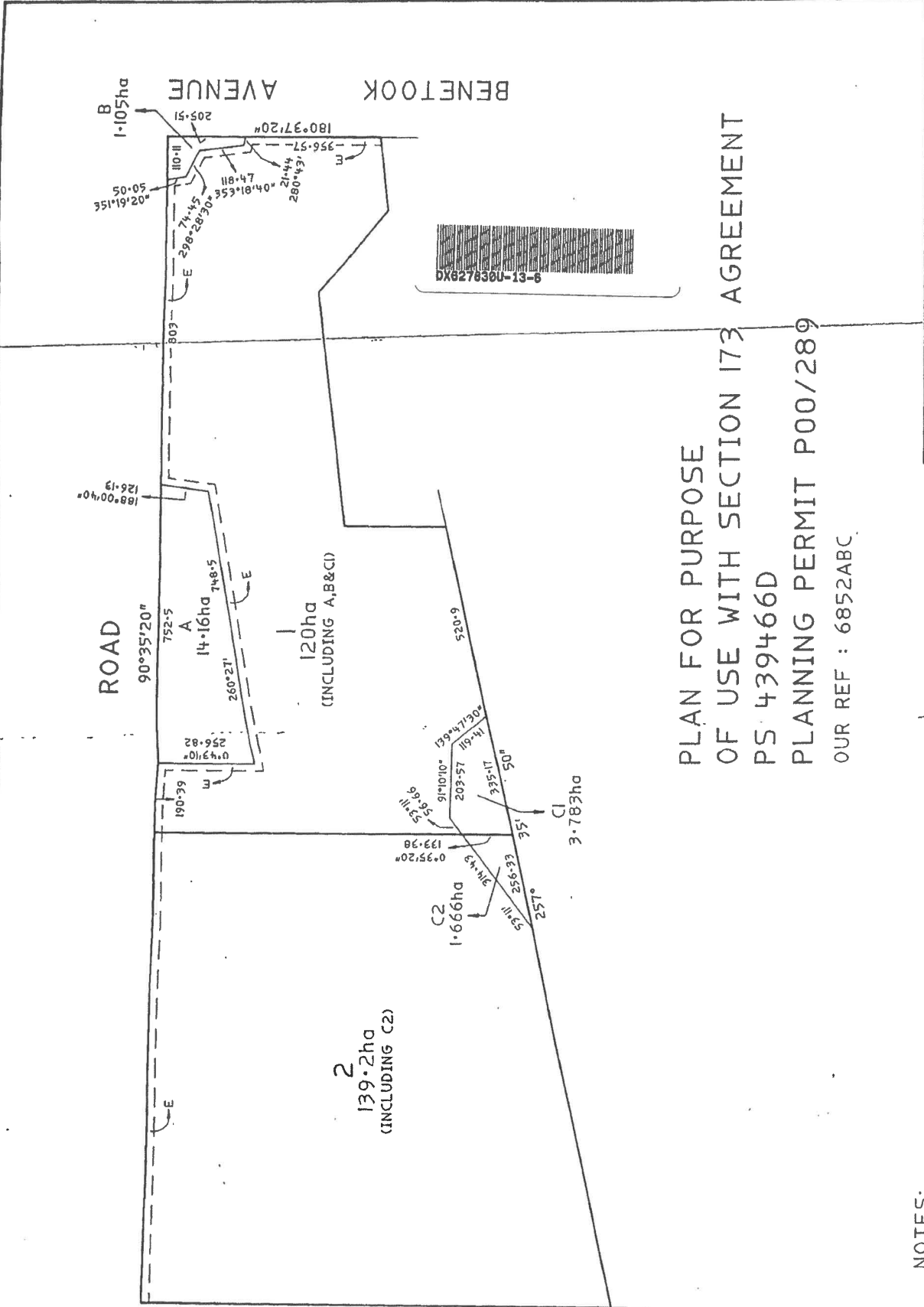
- 3) the area of subject land marked "E" on the annexed plan is to be maintained as a 20 metre wide linear corridor for the provision of utilities and services.
  
- 4) the Owner grants to the Council and/or Secretary, his servants, agents and invitees an irrevocable licence during the term of this agreement to enter onto the subject land and for the purpose of entry to cross such adjacent land in the name of or otherwise controlled or occupied by the owner as may be reasonably necessary to give access to the subject land for the purpose of ascertaining and/or ensuring the Owner's compliance with the terms of this agreement.



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PLAN FOR PURPOSE  
 OF USE WITH SECTION 173 AGREEMENT  
 PS 439466D  
 PLANNING PERMIT P00/289  
 OUR REF : 6852ABC

**NOTES:**

- A, B, C1 & C2 DENOTE AREAS TO BE PROTECTED FOR CONSERVATION PURPOSES.
- E DENOTES 20 METRE WIDE LINEAR SERVICE CORRIDOR.

ORIGINAL	SCALE	SCALE
SHEET	SCALE	SCALE
SIZE	A3	1:10000
LENGTHS ARE IN METRES		

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



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F



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:** Beasley  
**Customer Code:** ~~14100542A~~ 1008B,

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 A on Plan of Subdivision No. 537855U contained in Volume 10954 Folio 882

**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** ..... Phil Pearce  
Chief Executive Officer  
Mildura Rural City Council  
108-116 Madden Avenue  
Mildura 3500

**Date** ..... 10/2/08

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**MILDURA RURAL CITY COUNCIL**

**and**

**COLIN ROY BEASLEY &  
KARYN JOY BEASLEY**

**and**

**COUNTRY FIRE AUTHORITY**

**and**

**THE SECRETARY OF THE DEPARTMENT OF  
SUSTAINABILITY AND ENVIRONMENT**

**SECTION 173 AGREEMENT**

**Wilga Road, Red Cliffs**



**Martin Irwin & Richards  
Lawyers**

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

**Phone: 03 5023 7900**

**Fax: 03 5021 2700**

**Ref: IDS:KEM07/1956**



**AF614281B**

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Section 173 Agreement – Wilga Road, Red Cliffs

**THIS AGREEMENT** is made on the 10 day of January 2007.

**PARTIES**

- BETWEEN** MILDURA RURAL CITY COUNCIL of 108 – 116 Madden Avenue, Mildura in the State of Victoria ("the Council")
- AND** COLIN ROY BEASLEY & KARYN JOY BEASLEY both of "Thurla," Red Cliffs in the State of Victoria ("the Owners")
- AND** COUNTRY FIRE AUTHORITY of 8 Lakeside Drive, Burwood East in the State of Victoria ("the CFA")
- AND** THE SECRETARY OF THE DEPARTMENT OF SUSTAINABILITY AND ENVIRONMENT of Koorlong Avenue, Irymple in the State of Victoria ("the Department")

**RECITALS**

- A. The Owners are registered or are 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 Owners have made an application to the Council for a planning permit under the Planning Scheme for the development of the Land for a thirty two (32) lot staged subdivision ("the Development").
- D. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 10 April 2006 and numbered P04/622 ("the Permit").
- E. Condition 5 of the Permit provides:
5. Prior to the issue of a Statement of Compliance, the owner must enter into an agreement with the Responsible Authority in accordance with Section 173 of the Planning and Environment Act, 1987. The agreement must be prepared by Council to provide the following:

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**Section 173 Agreement – Wilga Road, Red Cliffs**

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- Any building or works applications must be referred to the Country Fire Authority.
  
- The owners/occupiers of all lots must acknowledge that the existing exit point between the lots 4 and 6 is to provide for short to medium term access to the site. The access point may be removed at the stage when an access would be provided at the intersection of the unmade road (west of site abutting lots 13 and 14) and the Red Cliffs Meringur Road.
  
- Each allotment within the subdivision must contain and maintain all site stormwater drainage run off without detriment to adjoining properties to the satisfaction of the Responsible Authority.
  
- All buildings on lots 1-13 must have a minimum setback of 50 metres from the land zoned PCRZ to the south of the site (Crown Land).
  
- All buildings on lots 26 to 28 must have a minimum setback of 100m from the land zoned PCRZ to the north of the site.
  
- Any fences on boundary of Crown Land are to be compatible with surrounding environment to the satisfaction of the Department of Sustainability and Environment.

The agreement must be included on all lots within the subdivision and any cost associated with its preparation must be borne by the owner.

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Section 173 Agreement – Wilga Road, Red Cliffs

**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;

“CFA” means the Country Fire Authority;

“Department” means the Department of Sustainability and Environment;

“Land” means the property situate at Wilga Road, Red Cliffs and described as:

- Lot A on Plan of Subdivision 537855U contained in Volume 10954 Folio 882.

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

“Owners” 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 P04/622 issued by the Council on the 10 April 2006 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;
- (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;

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Section 173 Agreement – Wilga Road, Red Cliffs

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

**3.2 Covenants Run with the Land**

The Owners acknowledge and agree that any obligation imposed on the Owners 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. OWNERS' COVENANTS**

**5.1 Successors in title**

The Owners 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.

**5.2 Registration**

The Owners 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 Owners will do all things necessary including the signing of such further agreements, undertakings, covenants, consents, approvals or other documents

**AF614281B**

29/01/2008 \$97 173



**Section 173 Agreement – Wilga Road, Red Cliffs**

---

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 Owners of such covenants, agreements and undertakings.

**5.4 Comply with Permit**

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

**5.5 Costs**

The Owners 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 Building and works applications**

Any buildings and works applications in respect of the Land must be referred to the Country Fire Authority and approved prior to the commencement of construction.

**5.7 Existing exit point for Lots 4 and 6**

The Owners acknowledge and agree that the existing exit point located between lots 4 and 6 is to only provide for short to medium term access to the site and that Council may remove the access point at the stage when an access would be provided at the intersection of the unmade road (west of the site abutting lots 13 and 14) and the Red Cliffs Meringur Road and thereafter the owners must ensure that no other exit point is created or maintained without the prior written consent of Council.

**5.8 Stormwater drainage runoff**

The Owners will ensure that each allotment within the subdivision contains and maintains all site stormwater drainage run off without detriment to adjoining properties to the satisfaction of the Responsible Authority.

**AF614281B**



Section 173 Agreement – Wilga Road, Red Cliffs

**5.9 Minimum setback for buildings on Lots 1-13**

The Owners will ensure that all buildings on lots 1 to 3 have a minimum setback of 50 metres from the land zoned PCRZ to the south of the site (Crown Land).

**5.10 Minimum setback for buildings on Lots 26-28**

The Owners will ensure that all buildings on lots 26 to 28 have a minimum setback of 100 metres from the land zoned PCRZ to the north of the site.

**5.11 Fences on boundary of Crown Land**

The Owners will ensure that prior to erecting any fences on the boundary of the Crown Land that such fences are compatible with the surrounding environment to the satisfaction of the Department of Sustainability and Environment.

**6. OWNERS' WARRANTY**

**6.1 Registered Proprietor**

The Owners warrant that they are or they are entitled to be, the registered proprietor of the Land and the beneficial owner of the Land.

**6.2 No other person with interest**

The Owners warrant 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 they have 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.

**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.

**AF614281B**

29/01/2008 \$97 173



Section 173 Agreement – Wilga Road, Red Cliffs

**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 Owners 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**

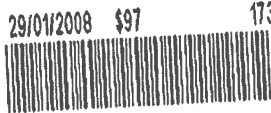
Any time or other indulgence granted by the Council to the Owner or any variation of the terms or conditions of this Agreement or any judgment or order obtained by either party against the other will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the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

**8. DEFAULT OF OWNERS**

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

**EXECUTED as a deed.**

AF614281B



Section 173 Agreement – Wilga Road, Red Cliffs

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

SIGNED SEALED & DELIVERED )  
by the said COLIN ROY BEASLEY )  
in the presence of:

*[Signature]*  
*[Signature]*

SIGNED SEALED & DELIVERED )  
by the said KARYN JOY BEASLEY )  
in the presence of:

*[Signature]*  
*[Signature]*

By Authority the seal of THE SECRETARY )  
OF THE DEPARTMENT OF )  
SUSTAINABILITY AND ENVIRONMENT )  
was affixed hereto in the presence of :

*[Signature]*  
Secretary  
*[Signature]*  
LAUREN SMYKALSKI

*[Signature]*

Witness



**AF614281B**



Section 173 Agreement – Wilga Road, Red Cliffs

By Authority the seal of COUNTRY FIRE )  
AUTHORITY was affixed hereto in the )  
presence of : )

*Henry A. Murphy*

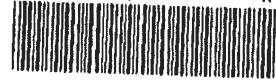
Secretary Chairman

*[Signature]*

Witness Chief Executive Officer

**AF614281B**

29/01/2008 \$97 173



Section 173 Agreement -- Wilga Road, Red Cliffs

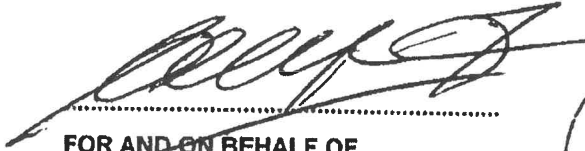
**MORTGAGEE'S CONSENT**

**NATIONAL AUSTRALIA BANK LIMITED** being the registered Mortgagee under Mortgage No **U375638K** 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

*6TH*

day of *NOVEMBER* 2007.



FOR AND ON BEHALF OF  
NATIONAL AUSTRALIA BANK LIMITED

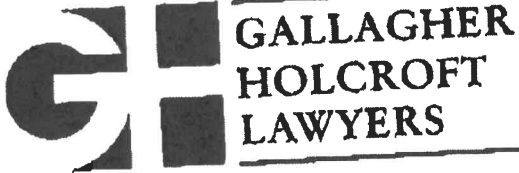
CHRIS YOUNG  
AGRIBUSINESS MANAGER



24/01/2008 15:06 03-5022-2649

GH LAWYERS

PAGE 01/01



**GALLAGHER  
HOLCROFT  
LAWYERS**

Director  
MICHAEL HOLCROFT B.Eng LL.B.

Senior Associates:  
PAUL AVERY B.A. LL.B.  
ANGELA HAYWARD B.A. (Hons) LL.D. (Hons)

Your Ref:

Our Ref: KM:MW

24<sup>th</sup> January 2008

Ms. Trish Judd,  
Title Searcher,  
DX 454,  
MLEBOURNE

By Facsimile: 9642 2301

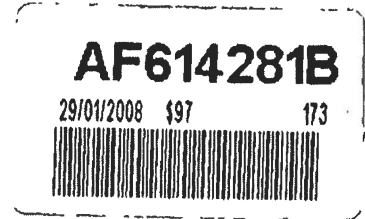
Dear Trish,

**C.R & K.J Beasley – Subdivision PS 603872D  
Section 173 Agreement with MRCC**

We hereby consent to the lodgement of the 173 Agreement by Martin Irwin & Richards to be placed in front of our dealing No. PS603872D.

Yours faithfully,  
Gallagher Holcroft Lawyers

Per:



143 Langtree Avenue, Mildura.  
P.O. Box 5026, Mildura, Victoria 3502.  
Dx 50020 Mildura.  
GH LAWYERS PTY. LTD. ARN 39 082 581 002

Phone (03) 5022 2622  
Fax. (03) 5022 2649  
Email: ghl@ghlawyers.com.au

# Martin Irwin & Richards

## Lawyers

ABN 33 447 754 009

61 Deakin Avenue Mildura Victoria 3500  
P.O. Box 4101 Mildura Victoria 3502  
Ausdoc DX 50022 Mildura

E-mail: [enquiries@mirlawyers.com.au](mailto:enquiries@mirlawyers.com.au)

(03) 5023 7900 / (03) 5021 1100 Ph  
(03) 5021 2700 / (03) 5023 7560 Fx  
[www.mirlawyers.com.au](http://www.mirlawyers.com.au)

Our Ref: IDS:JR07/1675  
Your Ref:

173 LEADOR DEALING WITH 173

18 January 2008

Mrs P.A. Judd  
DX 454  
MELBOURNE

TO FOLLOW



Dear Madam,

**RE: Section 173 Agreement - Beasley, CFA and Department of Sustainability and Environment**  
**Wilga Road, Red Cliffs**

We refer to the Dealing Refusal Advice received from the Department of Sustainability and Environment and confirm that you were unable to lodge the Section 173 Agreement as the Plan of Subdivision had been previously lodged for registration. The plan of subdivision was inadvertently lodged by the Applicant's solicitors and we would be pleased if you would arrange for the registration of the Section 173 Agreement to precede the registration of the Plan of Subdivision and enclose herewith copy letter of consent for the requested order of lodging from Gallagher Holcroft, solicitors for the Applicant.

In accordance with our request we further enclose the following for lodging at your earliest convenience:

1. Section 173 Agreement;
2. Form 18; and
3. Cheque for \$97.00 fee thereon.

Yours faithfully,  
**MARTIN IRWIN & RICHARDS**  
per:

Enc.



**Partners**  
Kay E. Martin  
Hugh S. Middleton  
Acc Spec (Crim)

**Consultants**  
Keith E. Richards  
John S. Irwin

**Lawyers**  
Despina Myriallakis  
Inga Dalla Santa  
Tom Byrne  
Alexander Lew

**Paralegals**  
Bryan Byrnes  
Anne McDermott  
Articled Clerk  
Annelis Bos

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

852985

## APPLICANT'S NAME & ADDRESS

ALLSTATE CONVEYANCING SERVICES ( MILDURA ) C/-  
INFOTRACK C/- LANDATA  
MELBOURNE

## VENDOR

BELL, PATRICK JOSEPH

## PURCHASER

N/A, N/A

## REFERENCE

355054

This certificate is issued for:

LOT 30 PLAN PS603872 ALSO KNOWN AS 16 STONEHOUSE COURT KOORLONG  
MILDURA RURAL CITY

The land is covered by the:

MILDURA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a INDUSTRIAL 1 ZONE
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/mildura>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

23 June 2022

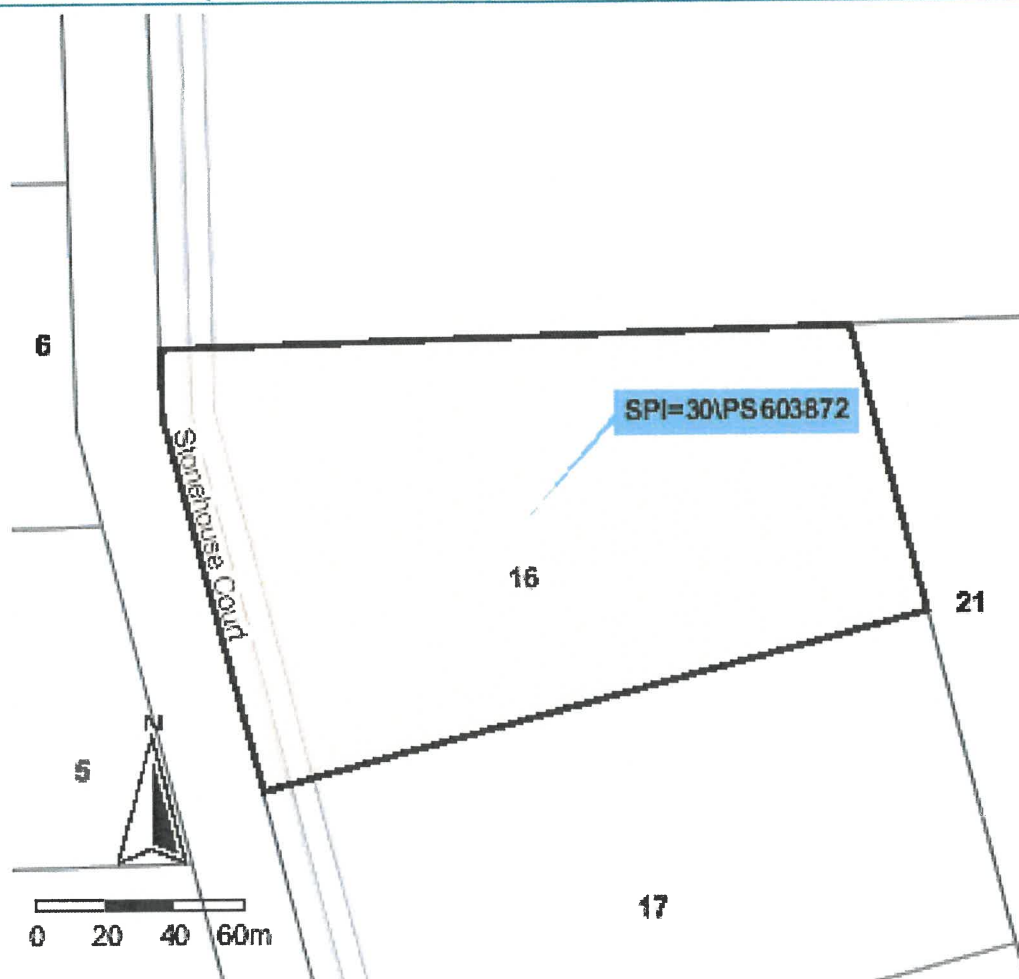
Hon. Richard Wynne MP  
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



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### Choose the authoritative Planning Certificate

#### Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

#### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / ALLSTATE CONVEYANCING SERVICES (MILDURA)

Your Reference: 22494 BELL

Certificate No: 56637051

Issue Date: 23 JUN 2022

Enquiries: ESYSPROD

Land Address: 16 STONEHOUSE COURT KOORLONG VIC 3501

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36205703	30	603872	11052	54	\$0.00

Vendor: SHELLEY ANNE BELL & PATRICK JOSEPH BELL

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR PATRICK JOSEPH BELL	2022	\$123,000	\$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: \$123,000

SITE VALUE: \$123,000

AMOUNT PAYABLE: \$0.00

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

Certificate No: 56637051

## 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 = \$123,000

Calculated as \$0 plus ( \$123,000 - \$0) multiplied by 0.000 cents.

## Property Clearance Certificate - Payment Options

BPAY



Biller Code: 5249  
Ref: 56637051

### 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](http://www.bpay.com.au)

CARD



Ref: 56637051

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)



# PROPERTY REPORT



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 23 June 2022 11:59 AM

## PROPERTY DETAILS

Address: **16 STONEHOUSE COURT KOORLONG 3501**  
 Lot and Plan Number: **Lot 30 PS603872**  
 Standard Parcel Identifier (SPI): **30\PS603872**  
 Local Government Area (Council): **MILDURA**  
 Council Property Number: **32465**  
 Directory Reference: **Vicroads 3 B7**

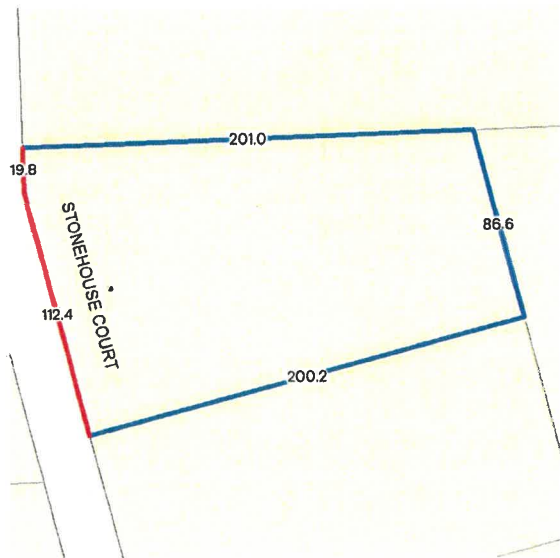
[www.mildura.vic.gov.au](http://www.mildura.vic.gov.au)

**This property is in a designated bushfire prone area.**  
**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:** 21920 sq. m (2.19 ha)

**Perimeter:** 620 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [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**

## PLANNING INFORMATION

**Planning Zone:** [INDUSTRIAL 1 ZONE \(IN1Z\)](#)  
[SCHEDULE TO THE INDUSTRIAL 1 ZONE \(IN1Z\)](#)  
**Planning Overlay:** [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)  
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4 \(DDO4\)](#)

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 Read the full disclaimer at <https://www2.delwp.vic.gov.au/uktdisclaimer>

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

## PROPERTY REPORT



Planning scheme data last updated on 15 June 2022.

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

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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# PLANNING PROPERTY REPORT



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 23 June 2022 12:00 PM

## PROPERTY DETAILS

Address: **16 STONEHOUSE COURT KOORLONG 3501**  
 Lot and Plan Number: **Lot 30 PS603872**  
 Standard Parcel Identifier (SPI): **30\PS603872**  
 Local Government Area (Council): **MILDURA**  
 Council Property Number: **32465**  
 Planning Scheme: **Mildura**  
 Directory Reference: **Vicroads 3 B7**

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

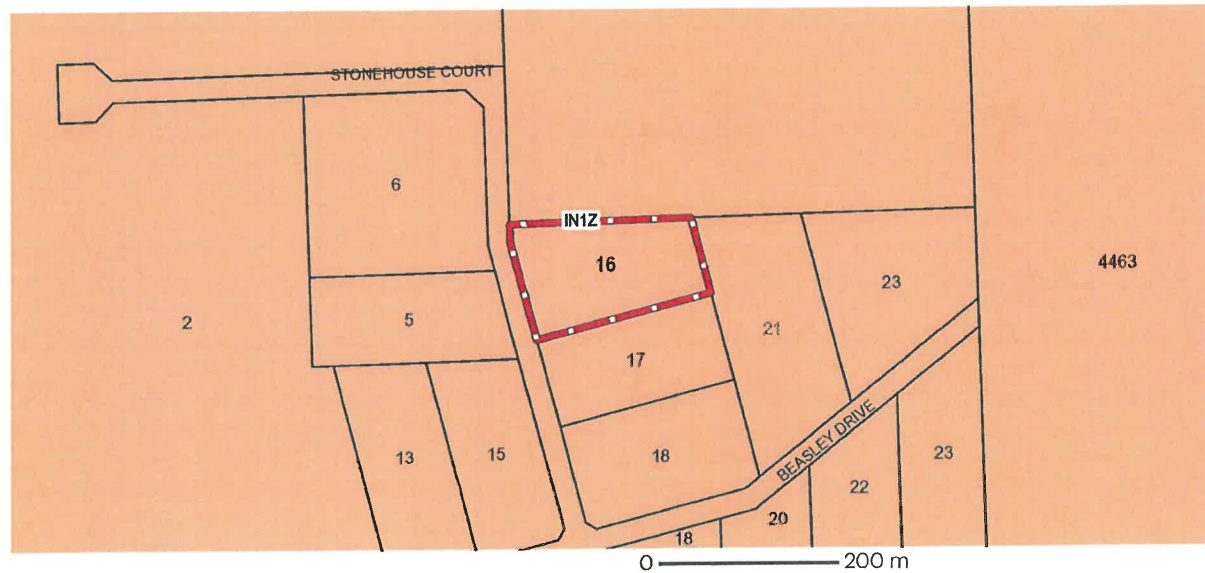
Registered Aboriginal Party: **First People of the Millewa-Mallee**

[View location in VicPlan](#)

## Planning Zones

[INDUSTRIAL 1 ZONE \(IN1Z\)](#)

[SCHEDULE TO THE INDUSTRIAL 1 ZONE \(IN1Z\)](#)



IN1Z - Industrial 1

PCRZ - Public Conservation and Resource

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

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 Read the full disclaimer at <https://www.delwp.vic.gov.au/discclaimer>

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# PLANNING PROPERTY REPORT

## Planning Overlay

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4 - WEATHER PROTECTION (DDO4)



 DDO - Design and Development Overlay

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 15 June 2022.

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

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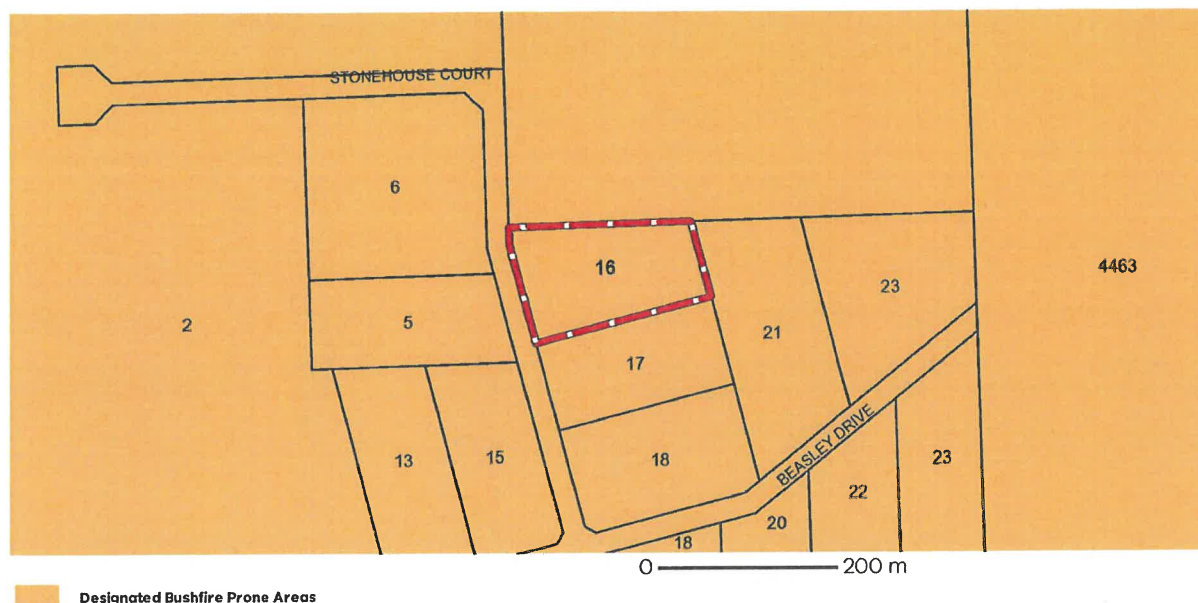
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

# PLANNING PROPERTY REPORT



## Designated Bushfire Prone Areas

This property is in a designated bushfire prone area.  
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 this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

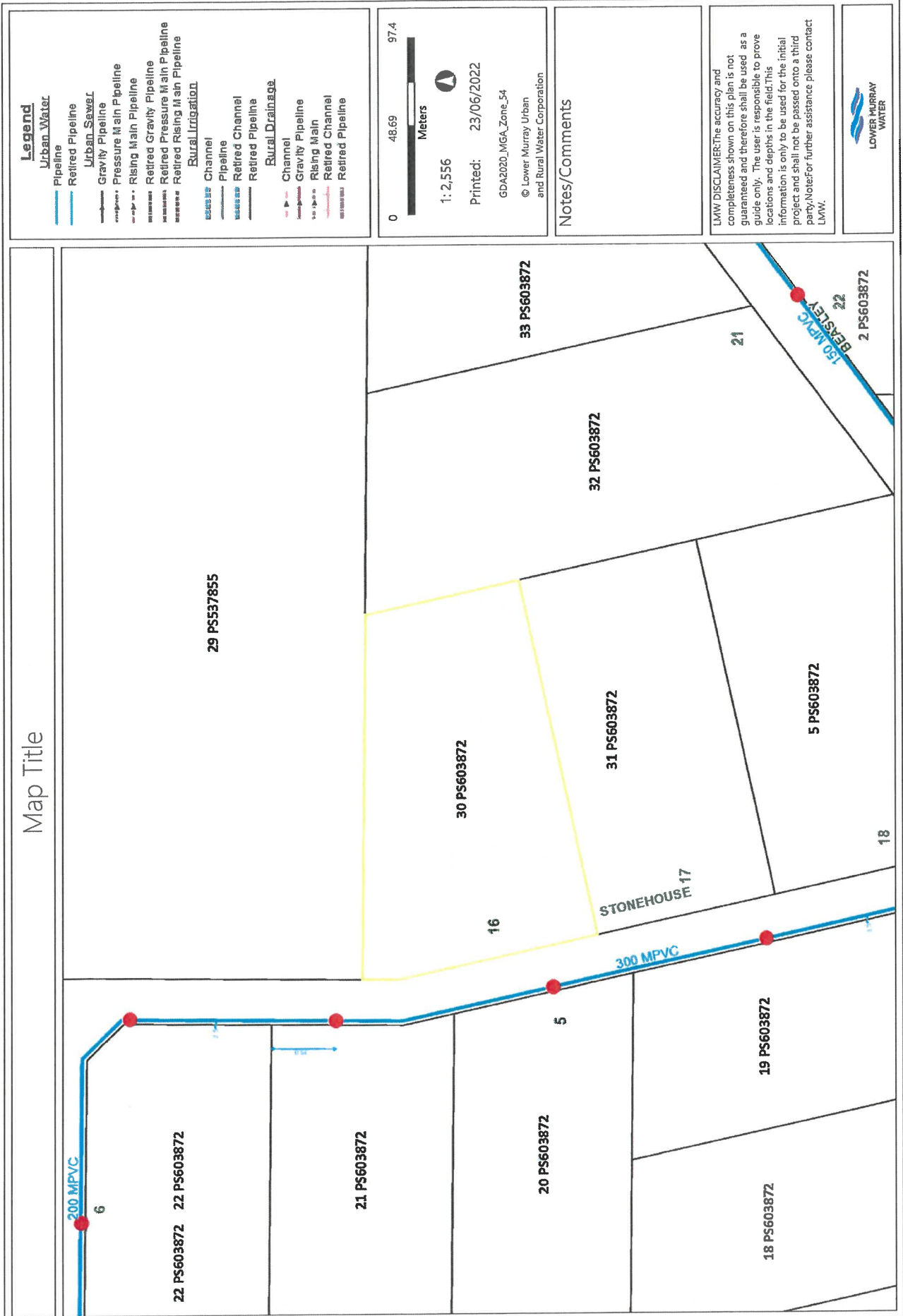
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Read the full disclaimer at <https://www2.delwp.vic.gov.au/djsclaimer>

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).





**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 Yantzes**

**MUNICIPAL BUILDING SURVEYOR**

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# Due diligence checklist for home buyers

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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 [CeoVic 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: Patrick Joseph Bell and Shelley Anne Bell**

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**Vendor's Section 32 Statement**

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**Property: 16 Stonehouse Court, Koorlong**

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

**Phone: 03 50 235355**  
**Facsimile: 03 50 235653**  
**Ref: 22495 Bell**