

# Contract of sale of land

Property:

**Lot 3 McKays Road, Birdwoodton**

**MARTIN MIDDLETON OATES LAWYERS  
61 DEAKIN AVENUE  
MILDURA VIC 3500**





# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

### Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

### EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

### Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

## Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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**WARNING TO ESTATE AGENTS**  
**DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES**  
**UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER**

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# Contract of sale of land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

**WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.**

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../20.....

**Print name(s) of person(s) signing:** .....  
.....

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../20.....

**Print name(s) of person(s) signing:** TERENCE ANDREW HUNYADI AND JUDITH ANN HUNYADI  
.....

State nature of authority, if applicable: .....

The **DAY OF SALE** is the date by which both parties have signed this contract.

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## Particulars of sale

### Vendor's estate agent

Name: **COLLIE & TIERNEY REAL ESTATE**

Address: 67 Lime Avenue, Mildura Vic 3500

Email: [mpullen@ctfnre.com.au](mailto:mpullen@ctfnre.com.au) [RStephens@ctfnre.com.au](mailto:RStephens@ctfnre.com.au)

Tel: 03 5023 9929 Fax: 03 5021 1213 Ref: Michael Pullen/Robert Stephens

### Vendor

Name: **TERENCE ANDREW HUNYADI, JUDITH ANN HUNYADI AND MARY MAVIS HUNYADI**

Address: 51 McKays Road, Birdwoodton Vic 3505 and 51 Hockings Road, Birdwoodton respectively.

ABN/ACN: .....

Email: .....

### Vendor's legal practitioner or conveyancer

Name: **MARTIN MIDDLETON OATES LAWYERS**

Address: 61 Deakin Avenue, Mildura Vic 3500

Email: [donna@mmolawyers.com.au](mailto:donna@mmolawyers.com.au)

Tel: 03 5023 7900

Ref: DCON:DS46456

### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX: ..... Ref: .....

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12436 Folio 771	3	PS840748E

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Lot 3 McKays Road, Birdwoodton Vic 3505

**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)*

Farming land .....

**Payment**

Price \$ .....

Deposit \$ ..... by ..... / ..... / 20..... (of which \$ ..... has been paid)

Balance \$ ..... payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

☐ GST (if any) must be paid in addition to the price if the box is checked

☒ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

is due on 30 / 60 / 90 days from the date hereof

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

*(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

☐ a lease for a term ending on ..... / ..... / 20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on ..... / ..... / 20.....

OR

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: no more than \$ ..... Approval date: ..... / ..... / 20.....

**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked

## Special Conditions

**Instructions:** *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

### SPECIAL CONDITIONS

#### 1. GST WITHHOLDING NOTICE TO PURCHASER

- 1.1. The Vendor gives notice to the Purchaser under Section 14-255(1) of Schedule 1 of the Taxation Administration Act 1953 (Cth) that the Purchaser is not required to make a payment to the Commissioner under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cth) in respect of the supply of the Property made by the Vendor to the Purchaser under pursuant to the Contract.

#### 2. COVID (CORONAVIRUS)

This clause applies whilst ever the Federal, VIC State or Local Government area in which the property is situated, is managing the Covid-19 outbreak as a Health Emergency or a State Emergency is declared by the VIC Government:

- 2.1 In the event any party to the Contract is required to undertake self-isolation or is quarantined and/or admitted to hospital the affected party will notify the party immediately.
- 2.2 If completion does not take place by the completion date as provided for in Clause 2 as a result of sub-clause 1 of this clause, then the completion date is extended by 21 days.



### 3. AUCTION CLAUSE

The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

### 4. WORKING POSSESSION

Upon the signing of this Contract:-

- a) The Purchasers shall be entitled to enter upon and work the said land entirely at the Purchaser's risk but the same shall not be deemed as taking of possession until payment of the balance of purchase monies.
- b) The Vendor shall permit the Purchasers to use such items of the plant and equipment sold herein as shall be necessary for working the land and the Purchasers shall take all reasonable care and maintain the plant and equipment used to the same condition as at that date on which the Purchasers commenced to work the land pursuant to this clause, fair wear and tear excepted provided however, the Purchasers acknowledge that should this matter proceed to settlement, they will not be entitled to make any claim against the Vendors as to the condition of the plant and equipment after the date of entry into working possession.
- c) Ownership of all growing crops on the land shall remain in the Vendors' names until settlement and any crops taken off the property by the Purchasers shall be sold and/or delivered in the name of the Vendors provided that at settlement the Vendors agree to transfer ownership of the crop so sold and/or delivered to the Purchaser.
- d) The Purchasers shall use all proper and accepted methods of farming in the working of the land and in particular shall comply with all reasonable requests from the Vendor in this regard.
- e) Should the Purchasers default in performance of this Contract in any way the Vendors may request the Purchasers to cease working the property forthwith and the Purchasers shall on receiving such notice in writing signed by the Vendors immediately cease working the property.
- f) At settlement all rates and taxes and similar outgoings shall be adjusted between the parties as at the date on which the Purchasers commenced to work the land pursuant to this clause.
- g) The Purchasers will not without the prior written consent of the Vendors effect any structural alterations to any of the fixed and permanent improvements on the property or remove any vines or trees at present growing thereon.
- h) The Purchasers acknowledge that during the period of their working possession, they will take out and maintain an adequate insurance policy against Public Liability, workers compensation and General Accident to relieve the Vendors of responsibility as a consequence of the Purchasers working the land prior to settlement.
- i) The Purchasers shall be entitled to the benefit and use of any water entitlement included in this sale or any collateral contract between the parties, provided that the Purchaser obtains the written consent of the Vendor in respect of any water orderings during the working possession period. In the event that the Purchaser breaches its obligations pursuant to this clause or takes any unauthorised irrigations on the property which would result in charges or fines being levied against the Vendor, the Vendor will be entitled to recoup as a liquidated debt all amounts and costs from the Purchaser as a consequence of the Purchasers unauthorised actions.
- j) In the event of this sale not being completed not due to any default on behalf of the Purchasers then the Vendors shall pay the Purchasers at local current rates for all beneficial work done by them on the said land and the Purchaser shall pay and account to the Vendors for the produce of the said land taken off by them.

5. It is acknowledged by the Purchasers that none of the Vendors current Water Entitlements held by them is included in this sale, provided however, Water-Use Registration WUL 010451 which authorises an Annual Use Limit of 130.9 megalitres on the property, however only 115.9 megalitres is included in the sale and delivery which is transferable to the Purchasers by them lodging a Form 24 with Lower Murray Water at their own cost following the completion of this sale.

6. **Subdivision of water holding**

The Purchaser acknowledges that the Vendor may be required to attend to a subdivision of the Water Holding Register with Lower Murray Water. The Vendor must at its own cost and expense complete at or prior to Settlement the subdivision of the Water Holding.

The Purchasers acknowledges and agrees that the Vendor shall be entitled to delay settlement until 14 days after the Vendor completes the following:

(a) A subdivision of the Water Holding Register

(b) Any disassociation of any Water Share from the Land to be retained by the Vendor.

7. The parties agree that the current title to the land hereby sold is registered as a NICO title and will not require the title to be transferred from of a NICO title prior to settlement. Settlement will be unable to be conducted on the electronic network and accordingly a manual settlement will be required.

8. **IF THE PURCHASER IS A COMPANY**

The Guarantee referred to in General Condition 3 shall be in the form set out hereto.

.....

.....

**DATED** this                      day of                      2022.

in the presence of: \_\_\_\_\_ )

in the presence of: \_\_\_\_\_)

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

### 3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

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## Title

### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

## 10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or

- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
  - (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
  - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
- 

## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.



- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
- (b) 'GST' includes penalties and interest.

## 20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## 23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 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 general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests 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 moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general 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.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

25.1 Words and expressions 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 this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required 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 general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 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 non-monetary consideration.

25.6 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 general condition; and
- (b) ensure that the representative does so.

25.7 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 moneys under the control or direction of the representative in accordance with this general 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 to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general 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.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 25.9 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 lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, 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.
- 25.10 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 information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 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.
- 25.12 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 any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a 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.

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## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## 29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

## 30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

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# Default

## 33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

## 34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

## 35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

# 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.

<b>Land</b>	Lot 3 McKays Road, Birdwoodton Vic 3505 Being Lot 3 on Plan of Subdivision 840748E and being the land more particularly described in Certificate of Title Volume 12436 Folio 771	
<b>Vendor's name</b>	Terence Andrew Hunyadi	<b>Date</b>
<b>Vendor's signature</b>		
<b>Vendor's name</b>	Judith Ann Hunyadi	<b>Date</b>
<b>Vendor's signature</b>		
<b>Vendor's name</b>	Mary Mavis Hunyadi	<b>Date</b>
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b>
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b>
<b>Purchaser's signature</b>		



### Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

## 1. FINANCIAL MATTERS

### 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

Their amounts are:

	Authority	Amount	Interest (if any)
1	RATES DO NOT EXCEED PER ANNUM	1 \$ 4000	1 \$
2	Not rated separately	2 \$ 0	2 \$

### 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

\$0 To \$

Other particulars (Including dates) and times of payments:

### 1.3 Terms of Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not applicable.

### 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not applicable.

## 2. INSURANCE

### 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

### 2.2 Owner-Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not applicable.

*Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.*

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

Not applicable.

### 3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

- 3.4 **Planning Scheme**  
Not applicable.

#### 4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:  
Not applicable.

4.2 **Agricultural Chemicals**

There are NO 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. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

--

4.3 **Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

--

#### 5. BUILDING PERMITS

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years (required only where there is a residence on the land).

Not applicable.

#### 6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006

- 6.1 Not applicable.

#### 7. ☐ GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

#### 8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electric Supply <input checked="" type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	--	--	--	--

#### 9. TITLE

Attached are copies of the following documents:

**9.1 (a) Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

This section 10.1 only applies if the land is subject to a subdivision which is not registered.  
Not applicable

**10.2 Staged Subdivision**

Not applicable.

**10.3 Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed.

Not Applicable

**11. ☐ DISCLOSURE OF ENERGY INFORMATION**

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

**12. 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 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 with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

**13. ATTACHMENTS**

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*



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

Page 1 of 2

VOLUME 12436 FOLIO 771

Security no : 124101810123C  
Produced 14/11/2022 09:19 AM

### LAND DESCRIPTION

Lot 3 on Plan of Subdivision 840748E.  
PARENT TITLES :  
Volume 09441 Folio 183 to Volume 09441 Folio 184  
Volume 10456 Folio 208  
Created by instrument PS840748E 14/11/2022

### REGISTERED PROPRIETOR

Estate Fee Simple  
As to the land formerly contained in Volume 10456 Folio 208  
Joint Proprietors  
TERENCE ANDREW HUNYADI  
JUDITH ANN HUNYADI both of 51 MCKAYS ROAD BIRDWOODTON VIC 3505  
As to the land formerly contained in Volume 09441 Folio 183  
Sole Proprietor  
MARY MAVIS HUNYADI of 51 HOCKINGS ROAD BIRDWOODTON VIC 3505  
As to the land formerly contained in Volume 09441 Folio 184  
Joint Proprietors  
TERENCE ANDREW HUNYADI  
JUDITH ANN HUNYADI both of 51 MCKAYS ROAD BIRDWOODTON VIC 3505  
PS840748E 14/11/2022

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE as to part U391680A 05/09/1996  
BENDIGO AND ADELAIDE BANK LTD  
TRANSFER OF MORTGAGE AL237974R 18/07/2014

MORTGAGE as to part W333462B 07/10/1999  
BENDIGO AND ADELAIDE BANK LTD  
TRANSFER OF MORTGAGE AL237974R 18/07/2014

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  
AV188768C 24/12/2021

### DIAGRAM LOCATION

SEE PS840748E FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS840748E (B)		Registered	14/11/2022

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)



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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 2 of 2

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Street Address: 0 MCKAYS ROAD BIRDWOODTON VIC 3505

### **ADMINISTRATIVE NOTICES**

NIL

eCT Control 19040F BENDIGO AND ADELAIDE BANK LIMITED  
Effective from 14/11/2022

DOCUMENT END



# Imaged Document Cover Sheet

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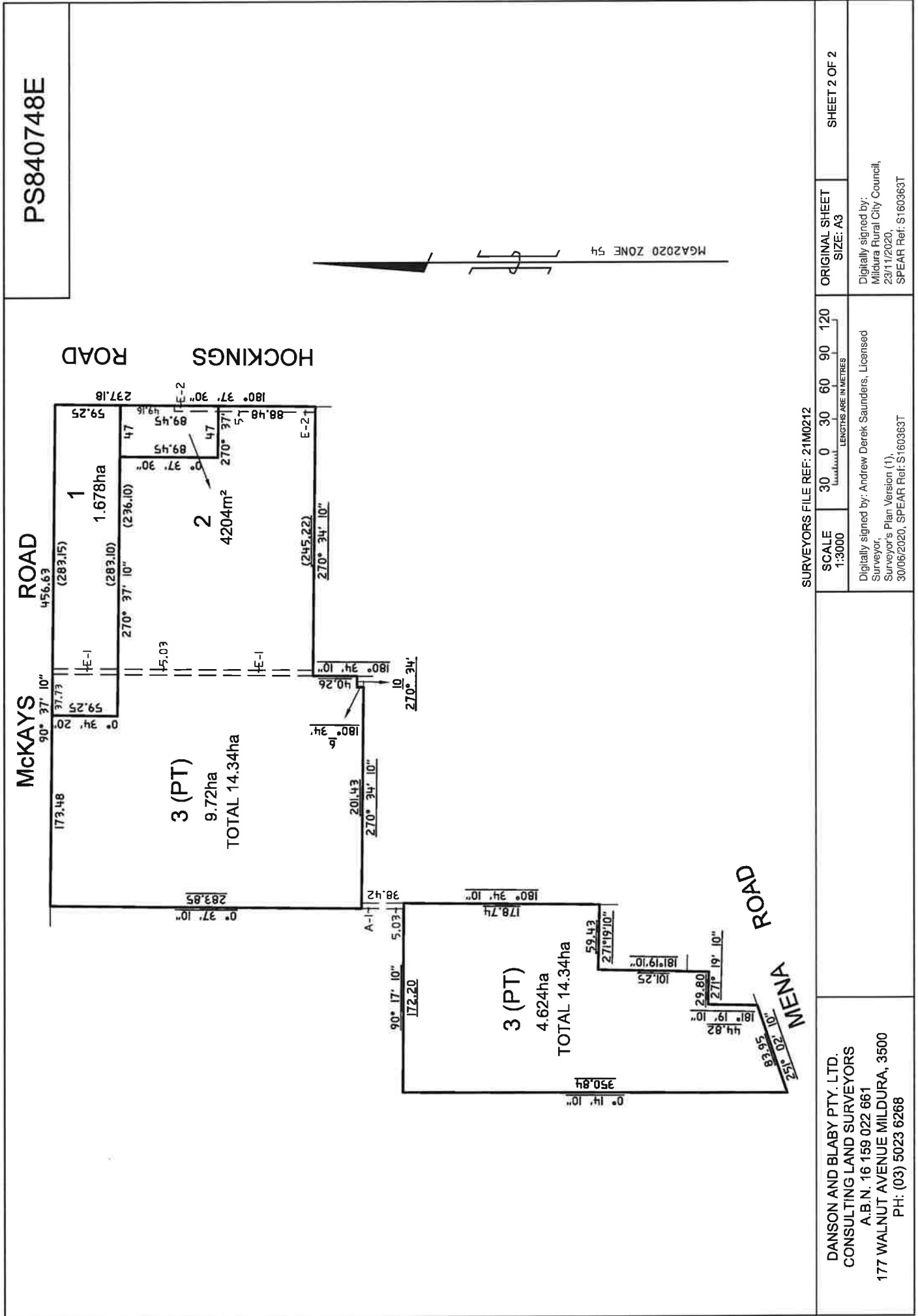
Document Type	<b>Plan</b>
Document Identification	<b>PS840748E</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>14/11/2022 09:22</b>

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PLAN OF SUBDIVISION		EDITION 1		PS840748E	
<b>LOCATION OF LAND</b>  PARISH: MILDURA TOWNSHIP: _____ SECTION: A CROWN ALLOTMENT: 40, 24 & 25 (PARTS) CROWN PORTION: _____ TITLE REFERENCE: VOL.9441 FOL.183 VOL.9441 FOL.184 & VOL.10456 FOL.208  LAST PLAN REFERENCE: PS 412215G (LOT 2) & LP138523 (LOT 1 & 2) POSTAL ADDRESS: 51 MCKAYS ROAD, BIRDWOODTON, VIC, 3505 (at time of subdivision) 51 HOCKINGS ROAD, BIRDWOODTON, VIC, 3505  MGA CO-ORDINATES: E: 599 300 ZONE: 54 (of approx centre of land in plan) N: 6 215 650 GDA2020		<b>Council Name:</b> Mildura Rural City Council  <b>Council Reference Number:</b> 007.2018.00000408.001 <b>Planning Permit Reference:</b> 005.2018.00000408.001 <b>SPEAR Reference Number:</b> S160363T  <b>Certification</b>  This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Natalie Jayne Turvey for Mildura Rural City Council on 23/11/2020  <b>Statement of Compliance</b> issued: 17/01/2022			
VESTING OF ROADS AND/OR RESERVES		NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		<b>OTHER NOTATIONS</b> LOT 1 AND LOT 2 ARE THE RESULT OF SURVEY.  THE AREA OF LOT 3 HAS BEEN DERIVED BY DEDUCTION FROM TITLE AND THE DIMENSIONS SHOWN ON THE PLAN ARE NOT THE RESULT OF SURVEY.	
NIL		NIL			
NOTATIONS					
DEPTH LIMITATION 15.24 METRES BELOW THE SURFACE. AFFECTS ALL THE LAND IN THE PLAN.					
SURVEY: This plan is based on survey.  STAGING: This is not a staged subdivision. Planning Permit No. 005.2018.00000408.001  This survey has been connected to permanent marks No(s). 350, 831, 388, 939 & PM (UNKNOWN)  In Proclaimed Survey Area No. 25					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE	5.03	C/G VOL. 6224 FOL. 660	LOTS ON C/G VOL.6224 FOL.666	
E-2	WATER SUPPLY	5	LP138523	LOTS ON LP138523	
A-1	CARRIAGEWAY/WATER SUPPLY	SEE DIAG.	X561191V	LOT 3 ON THIS PLAN	
DANSON AND BLABY PTY. LTD. CONSULTING LAND SURVEYORS A.B.N. 16 159 022 661 177 WALNUT AVENUE MILDURA, 3500 PH: (03) 5023 6268		SURVEYORS FILE REF: 21M0212  Digitally signed by: Andrew Derek Saunders, Licensed Surveyor, Surveyor's Plan Version (1), 30/06/2020, SPEAR Ref: S160363T		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2
				PLAN REGISTERED TIME: 7:37am DATE: 14/11/2022 L.Hawkins Assistant Registrar of Titles	







# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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Produced 14/11/2022 09:21:54 AM

Status	Registered	Dealing Number	AV188768C
Date and Time Lodged	24/12/2021 09:37:17 AM		

### Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	124514-00712

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

9441/183  
9441/184  
10456/208

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	MILDURA RURAL CITY COUNCIL
Address	
Street Number	76
Street Name	DEAKIN
Street Type	AVENUE
Locality	MILDURA
State	VIC
Postcode	3500



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

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### Additional Details

Refer Image Instrument

---

The applicant requests the recording of this Instrument in the Register.

---

### Execution

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

Executed on behalf of	MILDURA RURAL CITY COUNCIL
Signer Name	DAVID LESLIE RAMSAY
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	24 DECEMBER 2021

---

### File Notes:

NIL

---

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



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Document Type	<b>Instrument</b>
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**MILDURA RURAL CITY COUNCIL**

and

**MARY MAVIS HUNYADI**

and

**TERENCE ANDREW HUNYADI and JUDITH  
ANN HUNYADI**

**AGREEMENT MADE PURSUANT TO  
SECTION 173 OF THE PLANNING AND  
ENVIRONMENT ACT 1987**

---

Land: 51 Hockings Road and 51 McKays Road,  
Birdwoodton Victoria 3505

---

**Russell Kennedy Pty Ltd** ACN 126 792 470 ABN 14 940 129 185  
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne  
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

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**AillyLaw**

## THIS AGREEMENT IS DATED

22 December 2021

## PARTIES

- 1 **MILDURA RURAL CITY COUNCIL**  
of 76 Deakin Avenue, Mildura, Victoria 3500  
(Council)
- 2 **MARY MAVIS HUNYADI**  
of 51 Hockings Road, Birdwoodton, Victoria 3505  
and  
**TERENCE ANDREW HUNYADI and JUDITH ANN HUNYADI**  
of Mackays Road, Merbein 3505  
of Mena Road, Birdwoodton 3505  
(Owner)

## RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C Condition 8 of the Permit provides as follows:

- "(8) *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:*
- *the land may not be further subdivided, other than for a re-subdivision which is in accordance with the provisions of this incorporated document; and*
  - *no further dwellings will be constructed on any lot, except for new lots created which are in accordance with the following:*
    - (a) *the new lot is at least 0.2 hectares but not greater than 2 hectares in area, and the following requirements are met:*
      - *the new lot is located within the Mildura East Growth Area or the Mildura South Growth Area (Map 2); and*
      - *the new lot is created from original lots which included an equivalent lot of at least 0.2 hectares but not greater than 2 hectares; and*
      - *the equivalent original lot was not encumbered by a section 173 agreement stating that no further dwelling is allowed;*
      - *the number of lots of at least 0.2 hectares but not greater than 2 hectares without an existing dwelling is not increased; and*
      - *the new lot is not located within the Mildura South By-pass Corridor (Map 2).*

(b) *the new lot is at least 10 hectares in area and all of the following requirements are met:*

- the new lot is created from original lots which included an equivalent lot of at least 10 hectares; and*
- the equivalent original lot was not encumbered by a section 173 agreement stating that no further dwelling is allowed; and*
- the number of lots of at least 10 hectares without an existing dwelling is not increased.*

*Any variation to an agreement prepared under section 173 of the Act, including amending or ending the agreement, requires approval from both the Responsible Authority and the Minister for Planning.*

*This agreement is to be registered on the title to all lots and any cost associated with its preparation must be borne by the owner."*

- D Part of the Land is encumbered by mortgage number U391680A in which BENDIGO AND ADELAIDE BANK LTD is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E Part of the Land is encumbered by mortgage number W333462B in which BENDIGO AND ADELAIDE BANK LTD is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- F As of the date of this Agreement, there is only one map, "Map 1", that forms part of the Mildura Older Irrigation Area Incorporated Document. A previous iteration of this document had both "Map 1" and "Map 2" included.
- G This Agreement has been entered into in order to:
- (i) comply with condition 8 of the Permit;
  - (ii) prohibit, restrict or regulate the use or development of the Land; and
  - (iii) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- H This Agreement is made under Division 2 of Part 9 of the Act.

## OPERATIVE PROVISIONS

### 1 DEFINITIONS

In this Agreement:

- (a) **Act** means the *Planning and Environment Act 1987*.
- (b) **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.
- (c) **Business Day** means Monday to Friday excluding public holidays in Victoria.
- (d) **Dwelling** has the same meaning as in the Scheme.

- (e) **Endorsed Plan** means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Permit.
- (f) **Land** means the land known as 51 Hockings Road and 51 McKays Road, Birdwoodton Victoria 3505 being the whole of the land more particularly described in certificate of title
  - (i) volume 09441 folio 183
  - (ii) volume 09441 folio 184; and
  - (iii) volume 10456 folio 208.
- (g) **Mildura East Growth Area** means the land marked as "Mildura East Growth Area" on the plan named "Map 1" in the Mildura Older Irrigation Area Incorporated Document.
- (h) **Mildura Older Irrigation Area Incorporated Document** means the Mildura Older Irrigation Area Incorporated Document as amended from time to time, which is incorporated into the Scheme.
- (i) **Mildura South By Pass Corridor** means the land marked as "Mildura South By-pass Corridor" on the plan named "Map 1" in the Mildura Older Irrigation Area Incorporated Document.
- (j) **Mildura South Growth Area** means the land marked as "Mildura South Growth Area" on the plan named "Map 1" in the Mildura Older Irrigation Area Incorporated Document.
- (k) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- (l) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Land or any part thereof, and includes a mortgagee in possession.
- (m) **Permit** means planning permit 005.2018.00000408.002 issued in respect of the Land by Council on 26 February 2019 as amended from time to time allowing for "Subdivision - Realignment of Boundary."
- (n) **Scheme** means the Mildura Planning Scheme or any other planning scheme which applies to the Land from time to time.

## 2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

## 3 ENDING OR AMENDING AGREEMENT

### 3.1 Ending or amending

This Agreement is ended or amended in accordance with the Act and requires the consent of the Minister for Planning in accordance with the Mildura Older Irrigation Area Incorporated Document.

### **3.2 Cancellation or alteration of recording**

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under the Act to cancel or alter the recording of this Agreement on the folio of the Register to the Land.

## **4 OWNER'S COVENANTS**

### **4.1 No further subdivision**

Other than the subdivision allowed as a result of the Permit, the Land must not be subdivided other than for re-subdivision in accordance with the Mildura Older Irrigation Area Incorporated Document.

### **4.2 No further Dwellings**

Subject to clause 4.3, other than any Dwellings existing on the Land as at the date of this Agreement, the Owner will not construct or allow to be constructed on any lot any further Dwelling or Dwellings.

### **4.3 Exceptions to clause 4.2**

Clause 4.2 does not apply where all of the requirements set out at clause 4.3.1 or all of the requirements set out in clause 4.3.2 are met, namely:

4.3.1 the new lot is at least 0.2 hectares but not greater than 2 hectares in area, and all of the following requirements are met:

- (a) the new lot is located within the Mildura East Growth Area or the Mildura South Growth Area; and
- (b) the new lot is created from original lots which included an equivalent lot of at least 0.2 hectares but not greater than 2 hectares; and
- (c) the equivalent original lot was not encumbered by a Section 173 Agreement stating that no further Dwelling is allowed; and
- (d) the number of lots of at least 0.2 hectares but not greater than 2 hectares without an existing Dwelling is not increased; and
- (e) the new lot is not located within the Mildura South By-pass Corridor.

OR

4.3.2 the new lot is at least 10 hectares in area and all of the following requirements are met:

- (a) the new lot is created from original lots which included an equivalent lot of at least 10 hectares; and
- (b) the equivalent original lot was not encumbered by a Section 173 Agreement stating that no further Dwelling is allowed; and
- (c) the number of lots of at least 10 hectares without an existing Dwelling is not increased.



#### **4.4 Successors in title**

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

#### **4.5 Further assurance**

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

#### **4.6 Payment of Council's costs**

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, removal, amendment and enforcement of this Agreement.

#### **4.7 Mortgagee to be bound**

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

#### **4.8 Indemnity**

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

#### **4.9 Non-compliance**

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.9.1 to allow the Council its officers, employees, agents, workmen and contractors to enter the Land and rectify the non-compliance;
- 4.9.2 to pay to the Council on demand, the Council's reasonable costs and expenses (**Costs**) incurred as a result of the Owner's non-compliance;
- 4.9.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 4.9.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

- 4.9.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.9.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.9.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.9.8 if the Owner executes a mortgage as required by clause 4.9.4, any breach of this Agreement is deemed to be a default under that mortgage.

#### **4.10 Council access**

The Owner covenants to allow the Council and its officers, employees, agents, workmen and contractors or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

#### **4.11 Covenants run with the Land**

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

#### **4.12 Owner's warranty**

The Owner warrants and covenants that:

- 4.12.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.12.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under section 106A of the *Transfer of Land Act 1958*;
- 4.12.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.12.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.12.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

## **5 GENERAL**

### **5.1 No fettering of Council's powers**

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

### **5.2 Time of the essence**

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

### **5.3 Governing law and jurisdiction**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

### **5.4 Enforcement and severability**

5.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

5.4.2 If a Court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

## **6 NOTICES**

### **6.1 Service of notice**

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

6.1.1 personally on the person;

6.1.2 by leaving it at the person's address set out in this Agreement;

6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;

6.1.4 by email to the person's current email address notified to the other party; or

6.1.5 by facsimile to the person's current number notified to the other party.

## **6.2 Time of service**

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six Business Days after posting;
- 6.2.3 if sent by email, subject to the clause 6.2.5, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*;
- 6.2.4 if served by facsimile, subject to the clause 6.2.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 6.2.5 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

## **6.3 Proof of receipt of notice by email**

In proving that a notice given by email has been received by the recipient, it is sufficient to produce an acknowledgement or receipt that the email has reached the recipient's email address.

## **7 INTERPRETATION**

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;
- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
  - 7.7.1 two or more parties; or
  - 7.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;

- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a reference to an authority, institution, association or body (original entity) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.13 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

**EXECUTED** pursuant to Division 2 of Part 9 of the Act.

**SIGNED SEALED AND DELIVERED** by and )  
on behalf, and with the authority, of the )  
**MILDURA RURAL CITY COUNCIL** by )  
Mandy Whelan )  
..... )  
in the exercise of a power conferred by )  
Instrument of Delegation S6 dated August )  
2020 in the presence of: )

*Mandy Whelan*

*John L. L.*

.....  
Witness

10

**SIGNED SEALED AND DELIVERED**  
by **MARY MAVIS HUNYADI** in the presence  
of:

) *M. Hunyadi*

*[Signature]*  
Witness signature

*YVONNE MATOTEK*  
Witness name

AV188768C

11

**SIGNED SEALED AND DELIVERED**  
by **TERENCE ANDREW HUNYADI** in the  
presence of:

}   
\_\_\_\_\_

  
\_\_\_\_\_  
Witness signature

YVONNE MATOTHC  
\_\_\_\_\_  
Witness name

AV188768C

**SIGNED SEALED AND DELIVERED**  
by JUDITH ANN HUNYADI in the presence  
of:

)  
)



Witness signature

YVONNE MATOTEK

Witness name

AV188768C



13

**MORTGAGEE'S CONSENT**

ACN 068 049 178

**BENDIGO AND ADELAIDE BANK LTD** as Mortgagee under Mortgage No. U391680A which encumbers part of the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: 13/12/2021

Executed for and on behalf of  
**BENDIGO AND ADELAIDE BANK LTD**

**EXECUTION BY BENDIGO AND ADELAIDE BANK LIMITED**

EXECUTED by BENDIGO AND ADELAIDE BANK LIMITED,  
by its Attorney

PHILIP WILLIAM MANFIELD

who certifies that he/she/it:

SENIOR MANAGER - ASSET MANAGEMENT

of Bendigo and Adelaide Bank Limited and that he/she/has  
received no notification of the revocation of the  
Power of Attorney under the authority of which  
he/she has executed this document in the presence of

KEVIN DOUGLAS MACARTHUR

80 Grenfell St Adelaide SA 5000

08 7109 9353

Power of Attorney

Permanent Order Book No 277

Page 036 Item 15

Signature of Witness

Full Name of Witness

Address of Witness

Telephone No. of Witness

**MORTGAGEE'S CONSENT**

ACN 068 049 178

**BENDIGO AND ADELAIDE BANK LTD** as Mortgagee under Mortgage No. W333462B which encumbers the part of the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: 13/12/2021

Executed for and on behalf of  
**BENDIGO AND ADELAIDE BANK LTD**

**EXECUTION BY BENDIGO AND ADELAIDE BANK LIMITED**

EXECUTED by BENDIGO AND ADELAIDE BANK LIMITED,  
by its Attorney

PHILIP WILLIAM MANFIELD

who certifies that he/she/is:

SENIOR MANAGER - ASSET MANAGEMENT

of Bendigo and Adelaide Bank Limited and that he/she/has received no notification of the revocation of the Power of Attorney under the authority of which he/she has executed this document in the presence of

KEVIN DOUGLAS MACARTHUR

80 Grenfell St Adelaide SA 5000

08 7109 9353

Power of Attorney

Permanent Order Book No 277

Page 036 Item 15

Signature of Witness

Full Name of Witness

Address of Witness

Telephone No. of Witness



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Martin Irwin & Richards C/- InfoTrack (ActionStep)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 390949

NO PROPOSALS. As at the 14th November 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

0 MCKAYS ROAD, BIRDWOODTON 3505  
RURAL CITY OF MILDURA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 14th November 2022

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 66926319 - 66926319091948 '390949'**

# **COPY OF RECORD IN THE VICTORIAN WATER REGISTER**

## **WATER-USE LICENCE**

### ***Water Act 1989***

*The information in this copy of record is as recorded at the time of printing. Current information should be obtained by a search of the register. The State of Victoria does not warrant the accuracy or completeness of this information and accepts no responsibility for any subsequent release, publication or reproduction of this information.*

*Water-use licence WUL010451 does not remove the need to apply for any authorisation or permission necessary under any other Act of Parliament with respect to anything authorised by the water-use licence.*

*Water used under water-use licence WUL010451 is not fit for any use that may involve human consumption, directly or indirectly, without first being properly treated.*

Water-use licence WUL010451 authorises the use of water for the purpose of irrigation, watering a kitchen garden that is not more than 0.4 hectares, watering animals kept as pets, watering cattle or other stock (not including piggeries, feed lots, poultry farms or any other intensive or commercial use), dairy use, and general non-irrigation farm use, on the land described below, subject to the conditions that are specified.

### **Land on which water may be used**

#### **Land description**

Volume 9441 Folio 184  
Lot 2 of Plan LP138523

Volume 10456 Folio 208  
Lot 2 of Plan PS412215G

### **Holder(s) of Water-Use Licence**

TERENCE ANDREW HUNYADI of PO BOX 339 MILDURA VIC 3502  
JUDITH ANN HUNYADI of PO BOX 339 MILDURA VIC 3502

### **Water-Use Licence Details**

<b>Status</b>	Active
<b>Annual use limit</b>	130.9 megalitres
<b>Water share holding limit</b>	261.8 megalitres
<b>Licensing water authority</b>	Lower Murray Water
<b>Trading zone for water use</b>	7 VIC Murray - Barmah to SA
<b>Delivery system</b>	Merbein Irrigation District
<b>Related works licences</b>	Nil
<b>Associated water shares</b>	WEE020387
<b>Salinity impact zone</b>	High Impact Zone (HI 3)

## Application History

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
Nil					

## Conditions

Water-use licence WUL010451 is subject to the following conditions:

### Managing groundwater infiltration

- 1 Subject to the Minister declaring a seasonal adjustment to annual use limits to accommodate exceptionally high evapotranspiration rates, the maximum number of megalitres of water that may be applied to the land specified in the licence in any 12-month period from 1 July to 30 June will be 130.9
- 2 Water used for the purposes of irrigation on the land specified in the licence must be measured through a meter approved by the water Authority unless the Authority has granted an exemption in writing.
- 3 Poned irrigation must not be carried out on the land specified in the licence without the addition of particular conditions governing the use of such an irrigation system.

### Managing drainage disposal

- 4 Where irrigation results in drainage from the land specified in the licence that drainage water must be disposed in ways that meet with the standards, terms and conditions adopted from time to time by the water authority.

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END OF COPY OF RECORD

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Mildura Rural City Council

# Land Information Certificate

Date of certificate: 15 November 2022

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 28386

Assessment No: 23314

Your Reference: 66926319-012-7

## Applicant Details

Landata  
DX 250639  
EAST MELBOURNE VIC 3002

## Property Address: 51 McKays Road BIRDWOODTON

Description: LOT: 2 Sec: A PS: 412215G, Lot: 2 Sec: A LP: 138523

Area: 11.5500 Hectares

Capital Improved Value	\$838,000
Site Value	\$446,000
Net Annual Value	\$41,900
Base Date:	01/01/2022

## RATES, CHARGES AND OTHER MONIES: FOR THE 2022-2023 FINANCIAL YEAR

(Current rates and charges are payable in one lump sum by 15 February or by quarterly instalments due (1<sup>st</sup>) 30 September, (2<sup>nd</sup>) 30 November, (3<sup>rd</sup>) 28 February and (4<sup>th</sup>) 31 May of this financial year.)

Irrigated Farm Rate	\$3,238.28
Waste Management	\$450.14
Primary Production Fire Levy (Fixed)	\$238.00
Primary Production Fire Levy (Variable)	\$142.46
Rate Arrears to 30/06/2022:	\$0.00
Interest to 15/11/2022:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	-\$1,017.22

**Total Rates & Charges Due: \$3,051.66**

## Additional Monies Owed:

Debtor Balance Owing:

**Total Rates & Charges & Additional Monies Owed: \$3,051.66**

**Pay via BPay** Biller Code: 93922 Reference Number: 233148

## Certificate Updates

Certificates are valid for 90 days from the original date of issue.

Updates may be requested by the original applicant only.

All update requests must be submitted via the following email address:

[helpdesk-revenue@mildura.vic.gov.au](mailto:helpdesk-revenue@mildura.vic.gov.au)

## Notice of Acquisition

All Notice of Acquisition documents must be submitted via the following email address:

[mrcc@mildura.vic.gov.au](mailto:mrcc@mildura.vic.gov.au)



Mildura Rural City Council

## Land Information Certificate

Date of certificate: 15 November 2022

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 28386

Assessment No: 23314

Your Reference: 66926319-012-7

**Property Address: 51 McKays Road BIRDWOODTON 3505**

Description: LOT: 2 Sec: A PS: 412215G, Lot: 2 Sec: A LP: 138523

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This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

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There are no monies owed for works under the **Local Government Act 1958** or earlier act.

There are no monies owed under Section 94(5) of the **Electricity Industry Act 2000**.

There is no potential liability for rates under the **Cultural and Recreational Lands Act 1963**.

There is not any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the **Subdivision Act 1988** or the **Local Government Act 1958**.

There are not any notices or orders on the land that have been served by Council under the **Local Government Act 1958**, **Local Government Act 1989**, any other Act or regulation, or under a local law of the Council, which have a continuing application as at the date of this certificate.

There is not a potential liability for the land to become rateable under Section 173 or 174A of the **Local Government Act 1989** unless stated in 'Please Note'.

There is no money owed under Section 227 of the **Local Government Act 1989**.

This certificate is not required to (and does not) include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

**PLEASE NOTE: Details shown are for whole of property prior to subdivision or sale. Supplementary valuation to be completed. If settlement payment is remitted to Council and you require an apportionment between the vendor and purchaser, please provide specific instructions. Interest on 2<sup>nd</sup> instalment will be raised after 30/11/22 if unpaid. Please apply for an update if settlement occurs after this date.**

I hereby certify that the information given in this certificate is a true and correct disclosure of rates and other monies payable to the Mildura Rural City Council as at the above date, together with any notices served pursuant to the Local Government Act, Local Law or any other Act.

.....David Clohesy..... **DELEGATED OFFICER**

**Mildura Rural City Council**  
**PO Box 105 Mildura Vic 3502**  
**DX 50014 Mildura**  
**Telephone: (03) 5018 8100**



# Property Clearance Certificate

## Taxation Administration Act 1997



MARTIN MIDDLETON OATES LAWYERS

**Your Reference:** 46456  
**Certificate No:** 58226288  
**Issue Date:** 15 NOV 2022  
**Enquiries:** KXA2

**Land Address:** MCKAYS ROAD BIRDWOODTON VIC 3505

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

**Vendor:** JUDITH HUNYADI & TERENCE HUNYADI

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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:	\$913,137
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SITE VALUE:	\$471,831
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AMOUNT PAYABLE:	\$0.00
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# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 58226288

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## 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 = \$718.66

Taxable Value = \$471,831

Calculated as \$375 plus ( \$471,831 - \$300,000) multiplied by 0.200 cents.

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## Property Clearance Certificate - Payment Options

### BPAY



Billor Code: 5249  
Ref: 58226288

### 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: 58226288

### 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 Clearance Certificate

## Taxation Administration Act 1997

Certificate No: 58226288

---

**Land Address:** MCKAYS ROAD BIRDWOODTON VIC 3505

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24806446	3	840748	12436	771	\$0.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR TERENCE ANDREW HUNYADI	2022	\$118,297	\$0.00	\$0.00	\$0.00

**Comments:** Property is exempt: LTX primary production land.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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**Comments:**

<b>Total Amount Payable for Property:</b>	<b>24806446</b>	<b>\$0.00</b>
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**Land Address:** MCKAYS ROAD BIRDWOODTON VIC 3505

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27418323	3	840748	12436	771	\$0.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR TERENCE ANDREW HUNYADI	2022	\$226,201	\$0.00	\$0.00	\$0.00

**Comments:** Property is exempt: LTX primary production land.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

**Comments:**

<b>Total Amount Payable for Property:</b>	<b>27418323</b>	<b>\$0.00</b>
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**Land Address:** MCKAYS ROAD BIRDWOODTON VIC 3505

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32199405	3	840748	12436	771	\$0.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
JOSEPH STEPHEN HUNYADI	2022	\$127,333	\$0.00	\$0.00	\$0.00

**Comments:**

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

**Comments:**

<b>Total Amount Payable for Property:</b>	<b>32199405</b>	<b>\$0.00</b>
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**Total: \$0.00**

Call Centre: 1800 808 830  
(incl. 24 Hour Faults & Emergencies)



lmw.vic.gov.au  
E contactus@lmw.vic.gov.au

RURAL ACCOUNT

Date Of Issue 10/10/2022



500151-001 003251(7621) 0033

MR TA HUNYADI & MRS JA HUNYADI  
PO BOX 96  
CABARITA VIC 3505

Reference No: 047749

Amount Due: \$2,023.40

Due Date: 18-NOV-2022

Tariffs and Charges Notice  
2nd Quarter 2022/23 0  
1/10/2022 - 31/12/2022

POST \*850 700477490

Property Address : 51 MCKAYS ROAD BIRDWOODTON VIC 3505 (Prop:47749) - Rural Account  
Proposed Lot 3 PS 840748E SN18/006743  
Lot 2 PS 412215G CA 25 & 40 Par Mildura and 1 more

	Charge	ML/DS	Usage	Balance
Service Charge (Quarterly)	25.00			25.00
Delivery Share Fee Irrigation (Qtr)	1508.77	15.700		1508.77
Metered Water Usage Fee Irrigation	83.77		1.710ML	83.77
Property Drainage Fee Division 1 (Qtr)	370.20	15.700		370.20
				\$35.66
ARREARS & Other Adjustments				
<b>TOTAL OWING</b>				<b>\$2,023.40</b>

27/10/22

2003996650

Payments/Credits since last Notice \$6,935.03  
These services are GST free. The next Quarterly Notice will be mailed Jan 2023 - due late Feb  
Interest charges will accrue at a rate of 5.3% pa against any outstanding ARREARS and/or current charges not paid by the due date as shown above.  
Exemptions apply.



**Payment Slip - Methods of Payment**  
Online at lmw.vic.gov.au - Pay your Account

047749/329355

51 MCKAYS ROAD BIRDWOODTON VIC 3505 (Prop:47749) - Rural Account



**Direct Debit**  
Please contact your local office



\*850 700477490

\$2,023.40



**Centrepay**  
Use Centrepay to arrange regular deductions  
from your Centrelink payment.  
Simply call our Call Centre: 1800 808 830



**Bill Code: 78477**  
**Ref: 7004 7749 0**

**Amount Due**

**\$2,023.40**



**Billpay Code: 0850**  
**Ref: 7004 7749 0**

Pay in person at any Post Office

**BPAY** - Make this payment via internet  
or phone banking.  
**BPAY View** - Receive, view and pay this  
bill using internet banking.  
**BPAY View** Registration No: 7004 7749 0



**Bill Code: 78477**  
**Ref: 7004 7749 0**

Contact your bank or financial institution to make this payment from your cheque,  
savings, debit, credit card or transaction account. More info bpay.com.au



Payment Ref: 7004 7749 0

**By Phone**

Pay by phone: (03) 8672 0582  
Standard call charges apply.

See reverse for  
In Person and By Mail options

# **RURAL SUPPLY** **INFORMATION STATEMENT**



Statement No IS22/90893  
Our Ref: 47749 / 329355  
Issue Date: 01/12/2022  
Your Ref: 66926319-026-4

LANDATA  
DX 250639  
EAST MELBOURNE

**Statement showing Tariffs, Charges & Interest due within Financial Year Ending 30/06/2023.**

Owner Name(s) MR TA HUNYADI & MRS JA HUNYADI  
Situate: 51 MCKAYS ROAD BIRDWOODTON VIC 3505  
Description: Lot 2 PS 412215G CA 25 & 40 Par Mildura  
Lot 2 LP 138523 CA PT 24 Par Mildura V 9441 F 184

Lower Murray Water hereby states that the above described property has the following Tariffs and Charges raised on the Property and the amounts are due and payable to Lower Murray Water.

NOTE: ALL ARREARS SHOWING ON THIS STATEMENT MUST BE PAID IN FULL ON SETTLEMENT.  
NOTE: THIS STATEMENT IS VALID FOR A PERIOD OF THIRTY DAYS FROM DATE OF ISSUE  
OR UNTIL THE END OF THE CURRENT PERIOD AS STATED BELOW

## **TARIFFS AND CHARGES**

ANNUAL CHARGES	1/07/2022 to 30/06/2023	
GMW Entitlement Storage Murray HR (Ann)		1,272.34
DELWP Water Share Fee - per Share (Ann)		13.64
TARIFFS & CHARGES LEVIED for period:	1/10/2022 to 31/12/2022	
Property Drainage Fee Division 1 (Qtr)		370.20
Delivery Share Fee Irrigation (Qtr)		1,508.77
Service Charge (Quarterly)		25.00
Metered Water Usage Fee Irrigation up to 30/9/2022		83.77
Receipts, Concessions & Rebates		(3,273.72)
Balance Due		\$0.00



**Mildura** (Head Office)  
741-759 Fourteenth Street  
Mildura Victoria 3500  
PO Box 1438  
Mildura Victoria 3502  
AUSDOC DX 50023

**Swan Hill** (Area Office)  
73 Beveridge Street  
Swan Hill Victoria 3585  
PO Box 1447  
Swan Hill Victoria 3585  
AUSDOC DX 30164

**Kerang** (Area Office)  
56 Wellington Street  
Kerang Victoria 3579  
PO Box 547  
Kerang Victoria 3579  
AUSDOC DX 57908

**Call Centre**  
(incl. 24 Hour Faults & Emergencies)  
1800 808 830  
E [contactus@lmw.vic.gov.au](mailto:contactus@lmw.vic.gov.au)  
ABN 18 475 808 826

[lmw.vic.gov.au](http://lmw.vic.gov.au)



PROPERTY SERVICE INFORMATION	
Property Serviced:	Yes
Purpose:	Irrigation / Drainage
Water Supply:	Untreated

#### Last Billed Water Consumption Details - Metered Water Usage Fee Irrigation

Period Of Usage: 11/6/2022 to 30/9/2022 (111 Days)  
 1.710 ML @ \$48.99000 Step1 Rate = \$83.77

#### Water Meter Details

Serial No.	Outlet No.	Size	Date Read	Reading
37213	405	200	30/9/2022	696.027
48316	438	100	30/9/2022	1.898
MDO 16872	220	999	12/9/2022	408.150
MDO 24151	436	999	12/9/2022	868.550

#### Water Register Details

The current volume of Water Share as shown on the Victorian Water Register is 130.9 ML. The applicant has advised no water share will be transferred to the purchaser.

The current Water Use Licence and AUL details as shown on the Victorian Water Register are:  
 WUL010451 130.9 ML AUL

Issued Pursuant to Section 158 of the Water Act 1989.

#### WATER SHARE DETAILS

The Entitlement Storage Fee as set out in the Rates and Charges is based on the Water Share appearing in the Victorian Water Register. The Corporation suggests that the Contract of Sale specifies the volume of water share to be linked to the property upon sale.

Any information contained in this statement in relation to a water share is based on information contained in the Victorian Water Register and possibly information that Lower Murray Water has become aware of as a result of a relevant transfer application(s) to LMW.

While LMW has endeavoured to provide accurate information, LMW makes no warranties or representations as to the accuracy of the water share details specified in this statement. Among other things, the Victorian Water Register may not accurately reflect the water share, applications may have been made which affect the water share, of which LMW has no knowledge, and the relevant transfer may not ultimately be registered. The reader should make his or her own enquiries and not rely upon the information contained in this statement. We suggest you obtain legal advice in relation to any proposed dealings affecting the Water Share.

### **TRANSFER OF WATER SHARE**

In order to transfer the ownership of the Water Share in the Victorian Water Register, please complete the required prescribed forms and submit along with the appropriate fee to this office. A completed Water Share Owner Identification 100 Point Check Form (for Solicitors) will also be required.

A transfer of ownership of a water share under Section 33S (3) does not have the effect of assigning any water allocated for that share before the recording of the transfer.

### **WATER USE LICENCE**

This property has a Water Use Licence which may be transferred. This will occur on the settlement of the property.

Customers should obtain a copy of the Water Use Licence to seek all relevant water use conditions. Customers should specifically take note of the Annual Use Limit which applies on the land. This is the maximum amount of water which can be used annually.

### **DELIVERY SHARE - 15.7**

Each pumped irrigation district property has a delivery share. This is the amount of access granted into the LMW irrigation system. The delivery share is what Lower Murray Water's fixed charges are based upon. Please note a delivery share charge will apply, regardless of the volume of water share owned by a landholder. It is very important for customers to understand the obligation to pay based on the amount of delivery share attached to the land. Please seek professional advice on the delivery share requirements of the property to be purchased. Should you wish to decrease the volume of delivery share on a property a termination fee applies.

### **USAGE AND ALLOCATION**

A Special Meter Reading is recommended to determine water usage prior to settlement or another party taking working possession. Fees apply, refer to fee schedule.

Customers must not exceed the available balance in their Allocation Bank Account (ABA). Should more water be required then a transfer of water allocation must take place.

Customers should always seek advice on the balance of the ABA at settlement to ensure there is an understanding of what water is available for use.

### **SPILLABLE WATER CHARGES**

Spillable water account charges are levied to the owner of a water share and are raised after the low risk of spill declaration has been made.

It is important to consider that if you are buying a water share prior to the spillable water account fees being raised, you will be liable for any spillable water account charges which are issued later in the year.

### **THE WATER SUPPLIED IS ONLY RIVER / CHANNEL QUALITY STANDARD:**

It is not potable water and is not intended for human consumption (non consumptive domestic use); it may be unsuitable at times for other purposes (example washing, bathing, animal consumption; and it is the property owner's responsibility to advise other parties who may use this water of the quality relating to this water supply.

Lower Murray Water will endeavour to supply water to Customers at a quality that is at least the same as the source water from where it is taken. Lower Murray Water will monitor water quality and endeavour to inform Customers of changes in water quality which are likely to impact on the purposes for which water is used by Customers. Lower Murray Water will, when necessary, issue public notices regarding water quality. These notices will also be placed on Lower Murray Water's web site.

**Other Information:**

This information statement has been issued with subdivision SN18/006743 incomplete. Please contact the Rural Customer Team for details regarding the Victorian Water Register entities for Lot 3 only.

PLEASE NOTE: This property is served by Urban and Rural Water supplies.

Lower Murray Water rural drainage main/infrastructure located inside property boundary.

Corporate assets/infrastructure located inside property boundary.

It should be noted that in most instances the integrity of the Corporations assets/infrastructures are protected by way of easements. An easement can be in the form of a registered easement depicted on the property title or alternatively as an implied easement as prescribed under section 148 of the Water Act 1989. The Corporation has policies in place which prohibits or restricts the placement of buildings and or structures over their easement.

Please note the location Lower Murray Water assets/infrastructure as these may hinder any future development of this site.

This property is being sold without a Water Share to cover metered usage. All rural customers must ensure they have allocation water available in their Allocation Bank Account (ABA) to cover their usage at all times. The new owner will need to obtain allocation from the marketplace and undertake a Trade of Allocation - Form 39 to cover any usage on the property.

Overuse of allocation is a breach of the Water Act 1989 and Lower Murray Water is obligated to ensure that their customers comply.

If you wish to make the settlement payment for this property via BPay please use the following information:

**Biller Code 78477 Payment Reference Number 700477490.**

This statement was issued by the Mildura Office.

On behalf of:

**LOWER MURRAY URBAN & RURAL WATER**

**PLEASE NOTE:**

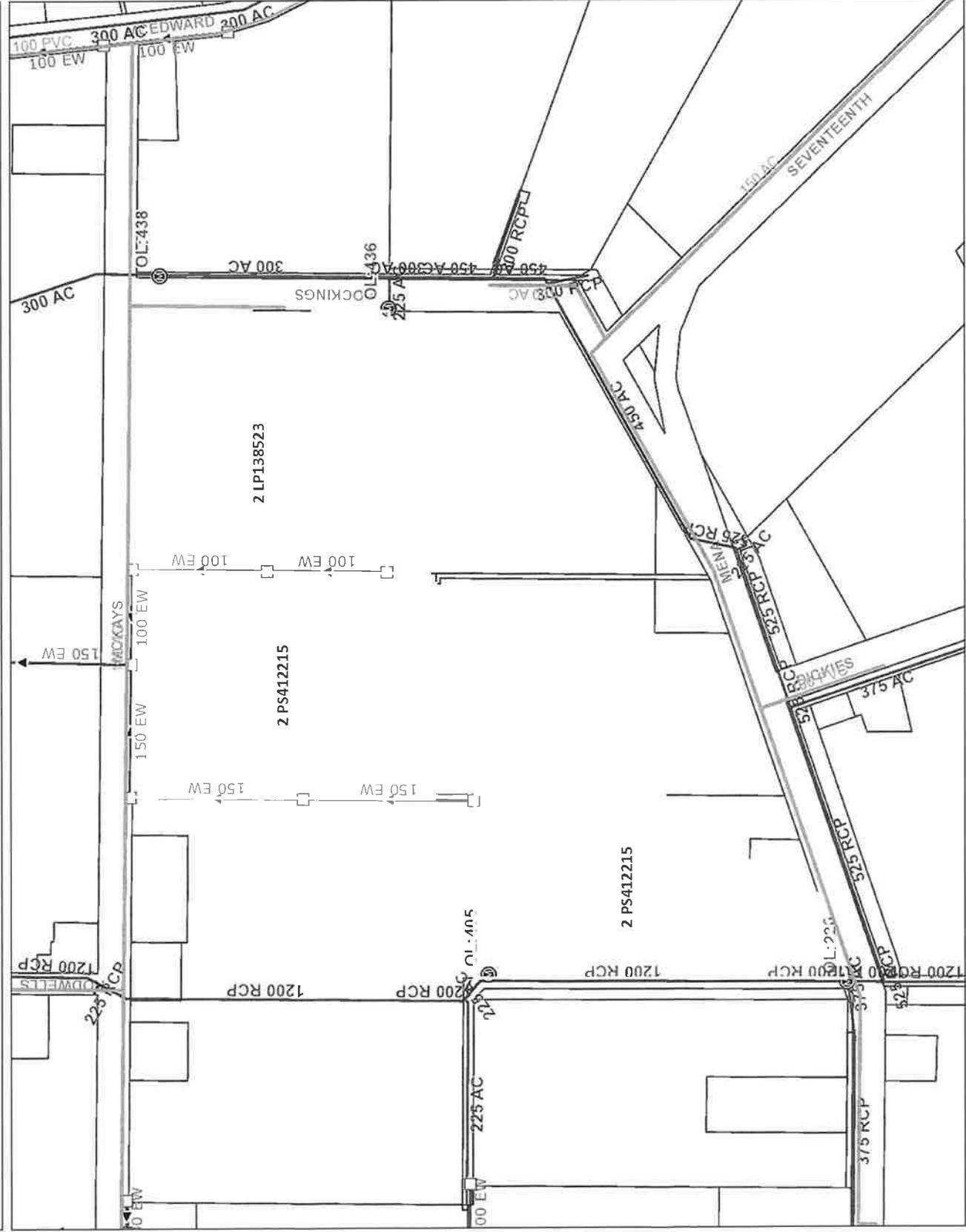
Property owners of the relevant land are responsible for the operation and maintenance of all internal private services including all drains and service pipes up to the connection point of the Corporation's main.

**DISCLAIMER:**

Information as to the location of services provided in that statement in accordance with Section 158(3) of the Water Act 1989, relate only to services owned by the Corporation which are located within or adjacent to the property. The Corporation does not accept responsibility for information it attempts to provide to assist in relation to the location of private services within the property, this information provided under Section 158(4) of the Water Act 1989 and should not be relied upon without further physical inspection.



LMW Assets - Property Inquiry - IS22\_90893 - PAC 47749



### Legend

- Urban Water
- Pipeline
- - - Retired Pipeline
- Urban Sewer
- Gravity Pipeline
- ... Pressure Main Pipeline
- > Rising Main Pipeline
- > Retired Gravity Pipeline
- = Retired Pressure Main Pipeline
- ===== Retired Rising Main Pipeline
- Rural Irrigation
- ▬ Channel
- Pipeline
- Retired Channel
- Retired Pipeline
- Irrigation Outlet
- Domestic and Stock Outlet
- Rural Drainage
- Channel
- Gravity Pipeline
- > Rising Main
- > Retired Channel
- > Retired Pipeline

## LOWER MURRAY WATER

Property Inquiry  
01/12/2022

**LMW DISCLAIMER:**

The accuracy and completeness shown on this plan is not guaranteed and therefore shall be used as a guide only. The user is responsible to prove locations and depths in the field. This information is only to be used for the initial project and shall not be passed onto a third party.

**Note:** The exact location of outlets newly installed or replaced under SMP may have not been verified. For further assistance please contact LMW.

GDA2020\_MGA\_Zone\_54  
© Lower Murray Urban  
and Rural Water Corporation



**LOWER MURRAY  
WATER**

## Statement of water entitlements on land

*The information contained in this document may be incomplete or out-of-date if land parcel, licence or entitlement changes have not been updated in the Water Register. Information provided for each asset/service is limited to a brief summary – detailed information on each can be obtained by purchasing a **Copy of Record** from your water authority or from [www.waterregister.vic.gov.au](http://www.waterregister.vic.gov.au)*

*An **Information Statement** may also be requested from your water authority to show rates, charges and agreements relevant to the property (fees may apply).*

Search criteria: WUL010451

### Land parcels

**Map cannot be shown - one or more parcel descriptions cannot be found on Land Register.**

PCL024354 Lot 2 of Plan PS412215G (10456/208), HI 3 - HIZ, Impact zone HI 3 - HIZ, (Service Id: 47749)#

PCL024355 Lot 2 of Plan LP138523 (9441/184), HI 3 - HIZ, Impact zone HI 3 - HIZ, (Service Id: 47749)#

**#Parcel cannot be found on Land Register (VOTS)**

### Land owners

PTY035338 Terence Andrew Hunyadi  
PO BOX 339 MILDURA VIC 3502

PTY035339 Judith Ann Hunyadi  
PO BOX 339 MILDURA VIC 3502

### Water services that would transfer with land transfers

WUL010451 Water-use licence 130.9 ML AUL (Service ID: 47749)

DSE011603 Delivery share 7.840 ML/7days, Merbein Irrigation District (Service ID: 47749)

#### Service points

Outlet number	Type	Delivery system	Delivery rate <sup>ML/7days</sup>	Det.flow rate <sup>L/sec</sup>
215 (SP004819)	Delivery	Merbein Irrigation District	1.960	Refer to Authority
220 (SP004883)	Delivery	Merbein Irrigation District	1.960	Refer to Authority
405 (SP017855)	Delivery	Merbein Irrigation District	1.960	Refer to Authority
436 (SP020407)	Delivery	Merbein Irrigation District	1.960	Refer to Authority

**Total: 7.840 ML/7days**

DRE012195 Drainage - Merbein Irrigation Area

### Other water assets and services linked to the land (transfer is optional)

**Note that these assets and services may not be under the same ownership as the land parcels.**

#### Water shares

WEE020387 Water Share 130.9 ML High Reliability, 7 VIC Murray - Barmah to SA (Service ID: 329355)  
Held by: Terence Andrew Hunyadi, Judith Ann Hunyadi

#### Water allocations

ABA0297XX Allocations 127.7 ML tradable, 7 VIC Murray - Barmah to SA (Service ID: 329355)  
Held by: Terence Andrew Hunyadi, Judith Ann Hunyadi

### Notes

1. There are one or more mortgages on water shares: WEE020387

\*pending 3 Lot boundary realignment to be completed before settlement

# Delivery share in property transactions

Important information for buying and selling land in a designated irrigation district

It is important to know about delivery share if you are buying land in an irrigation district

Before you enter into a contract of sale, check if there is delivery share on the property. You need to find out:

- The amount of delivery share attached to the land, expressed as a rate of megalitres over time.
- The tariffs and charges linked to the delivery share.
- Your options for increasing, decreasing or removing the delivery share to match your water use.

The rural water corporation that services your property can provide this information as an **information statement** for the property.

Ask your conveyancer to obtain an information statement and check for delivery share when preparing the **vendor statement** for the property transaction.

Who owns and pays for delivery share?

A delivery share is tied to the land, meaning that it stays with the land and automatically transfers to the new owner when the property is sold.

Delivery share is linked to fixed charges that must be paid regardless of water ownership or use. This reflects the fixed costs of operating and maintaining the shared channels, pumps, pipes and automated gates that make it possible to supply water for irrigation.

A property can have delivery share even if no water is owned or used on the land – for example, if the water share is permanently sold or temporarily traded.

Can I adjust or remove my delivery share?

You may be able to transfer delivery share to increase or decrease the amount on a property to match your needs. You can also remove all or part of the delivery share by termination. Terminating delivery share incurs fees which can be significant. Your water corporation can provide information on delivery share termination options and costs.

**It is important to think about your current and future needs for delivery share and associated costs when deciding whether to buy a property with delivery share.**

What about selling a property?

If you are selling land in an irrigation district you must disclose the amount of delivery share attached to potential buyers of the property.

If you are subdividing land, you can transfer delivery share between service outlets on the property to retain the amount of delivery share you need. Check with your rural water corporation to confirm the amount of delivery share on each service outlet.

Want to know more?

Rural water corporations manage delivery share and associated setting tariffs and charges, with reviews undertaken by the Essential Services Commission.

Check with your water corporation for more information about how delivery share is used and charged, for opportunities and the costs and processes to increase, transfer or terminate your delivery share.

For more information about delivery share and Victoria's water entitlement system go to [www.waterregister.vic.gov.au](http://www.waterregister.vic.gov.au).

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[delwp.vic.gov.au](http://delwp.vic.gov.au)

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Environment,  
Land, Water  
and Planning

# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 November 2022 09:48 AM

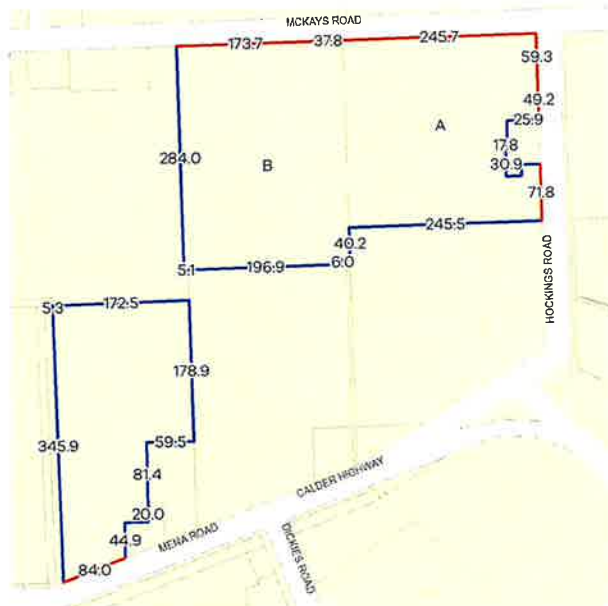
## PROPERTY DETAILS

Address: **51 MCKAYS ROAD BIRDWOODTON 3505**  
Lot and Plan Number: **This property has 2 parcels. See table below**  
Standard Parcel Identifier (SPI): **See table below**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **23314**  
Directory Reference: **Vicroads 3 C5**

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

## SITE DIMENSIONS

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



**Area:** 162163 sq. m (16.22 ha)

**Perimeter:** 2618 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.

8 overlapping dimension labels are not being displayed

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

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

## PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 2 LP138523	2\LP138523
B	Lot 2 PS412215	2\PS412215

## UTILITIES

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

## STATE ELECTORATES

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

# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

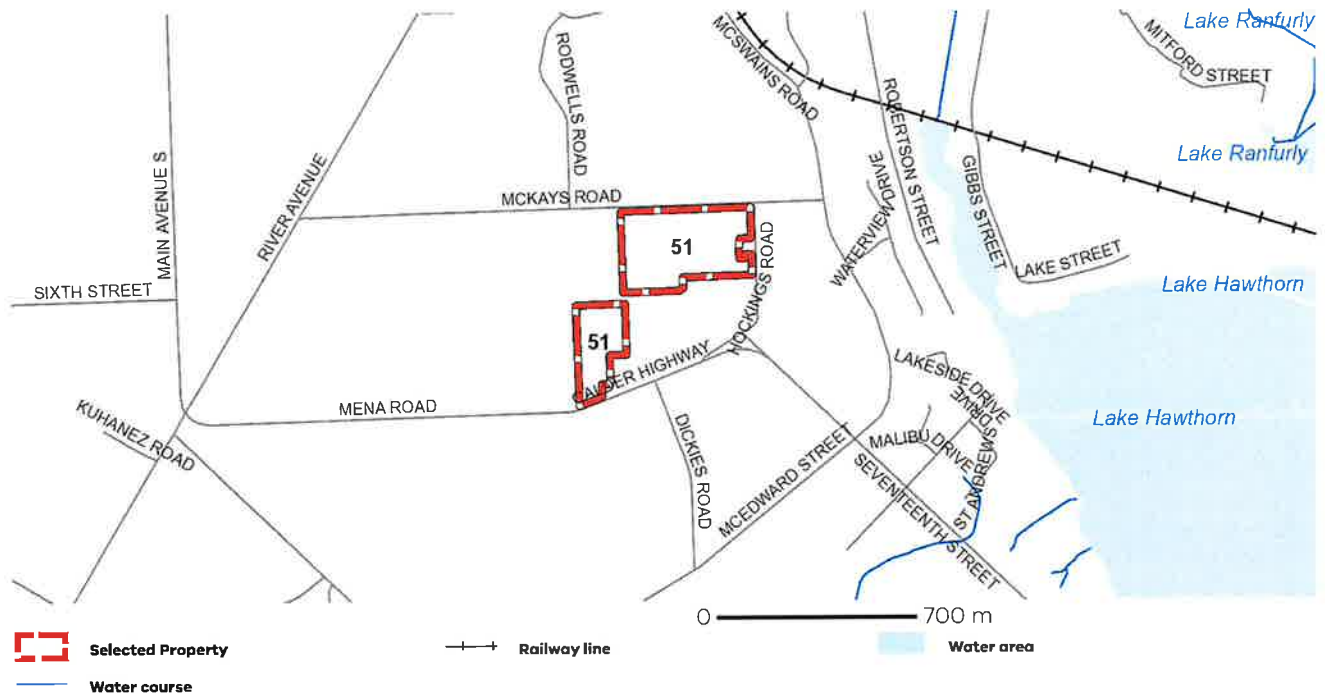
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

### Area Map



# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 November 2022 09:50 AM

## PROPERTY DETAILS

Address: **51 MCKAYS ROAD BIRDWOODTON 3505**  
Lot and Plan Number: **More than one parcel - see link below**  
Standard Parcel Identifier (SPI): **More than one parcel - see link below**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **23314**  
Planning Scheme: **Mildura**  
Directory Reference: **Vicroads 3 C5**

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

[Planning Scheme - Mildura](#)

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#)

## 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

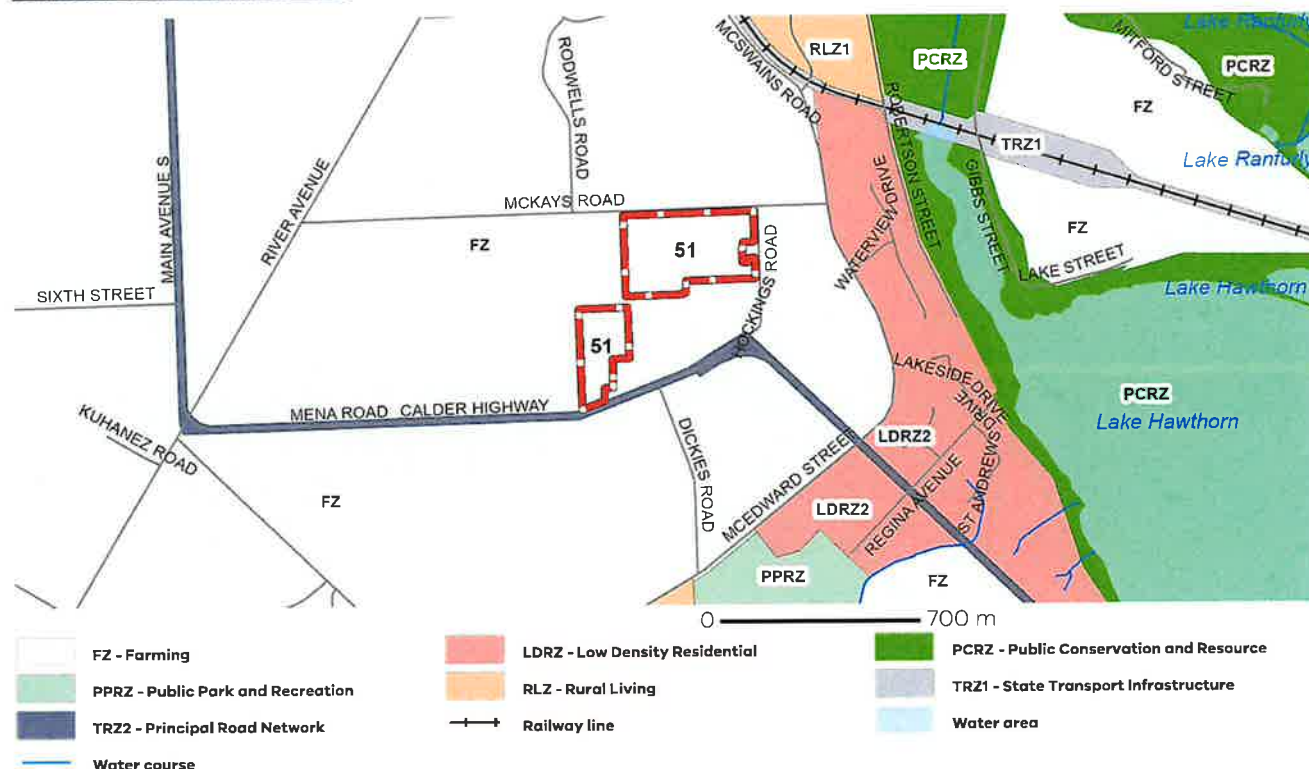
Registered Aboriginal Party: **First People of the Millewa-Mallee**

[View location in VicPlan](#)

## Planning Zones

[FARMING ZONE \(FZ\)](#)

[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)



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

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

PLANNING PROPERTY REPORT: 51 MCKAYS ROAD BIRDWOODTON 3505

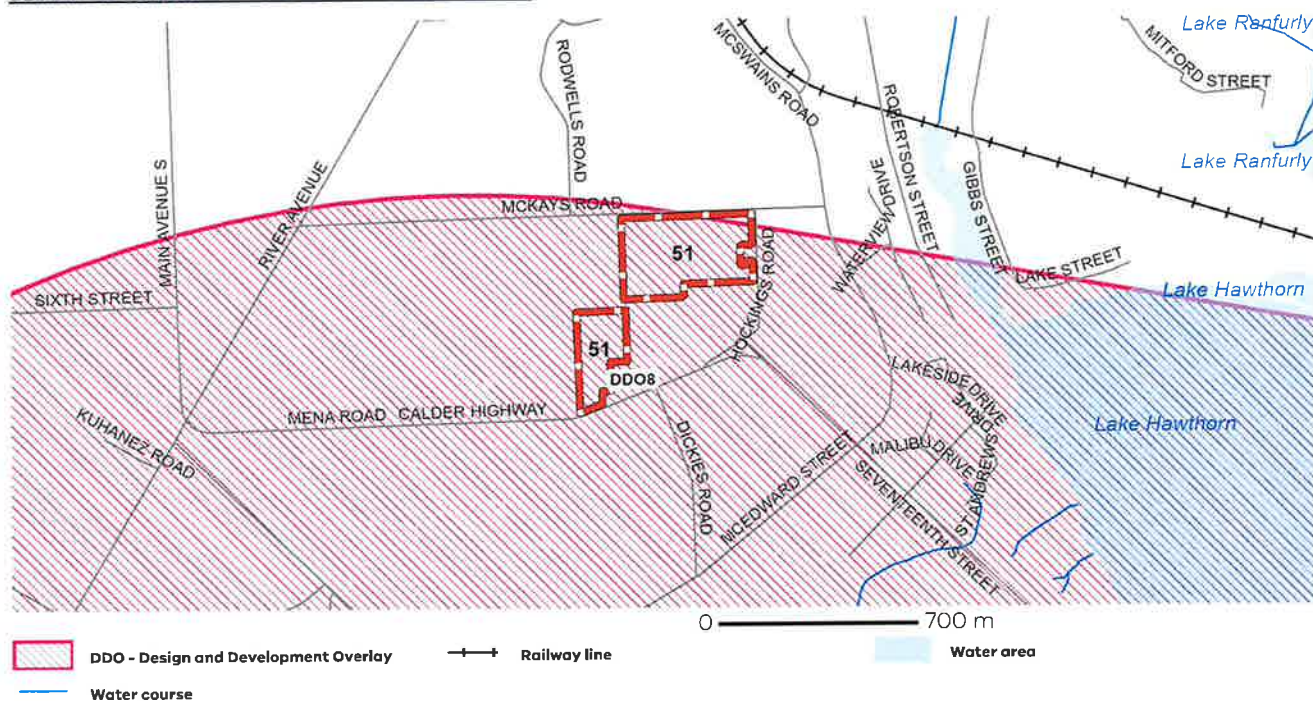
Page 1 of 5



## Planning Overlays

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

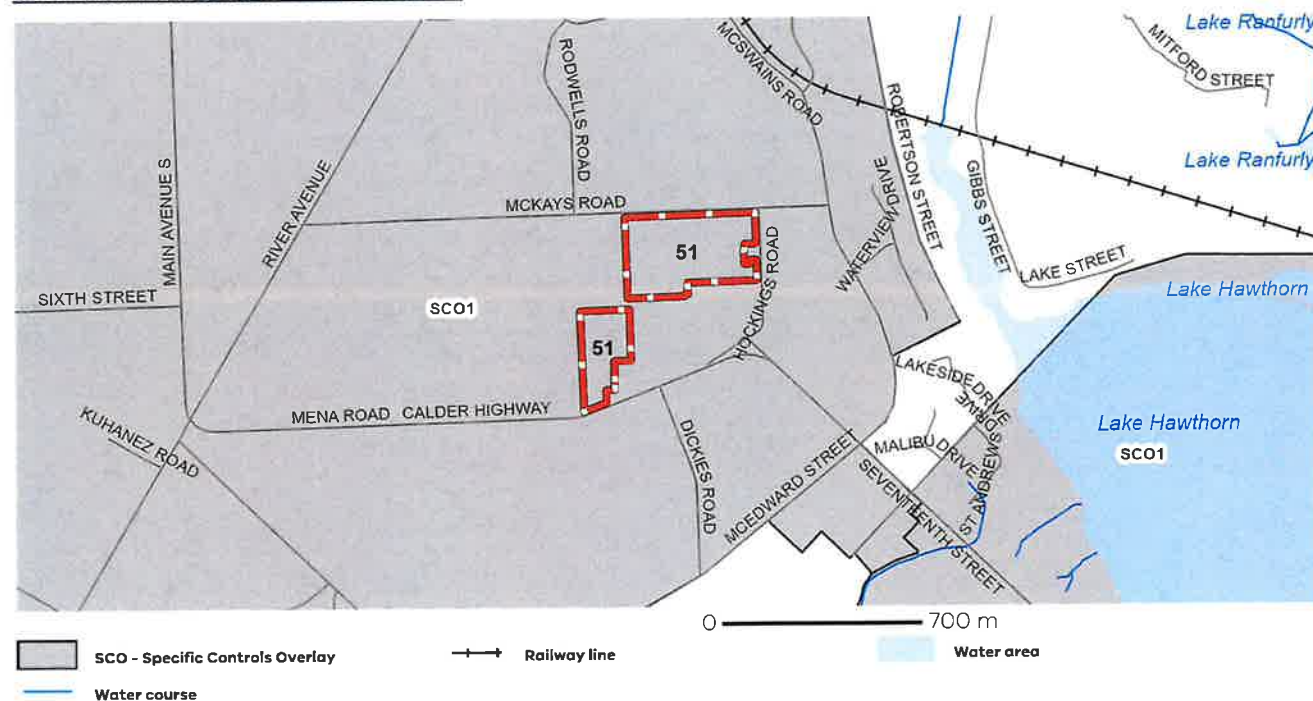
#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



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

### SPECIFIC CONTROLS OVERLAY (SCO)

#### SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



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

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PLANNING PROPERTY REPORT: 51 MCKAYS ROAD BIPDWOODTON 3505

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

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

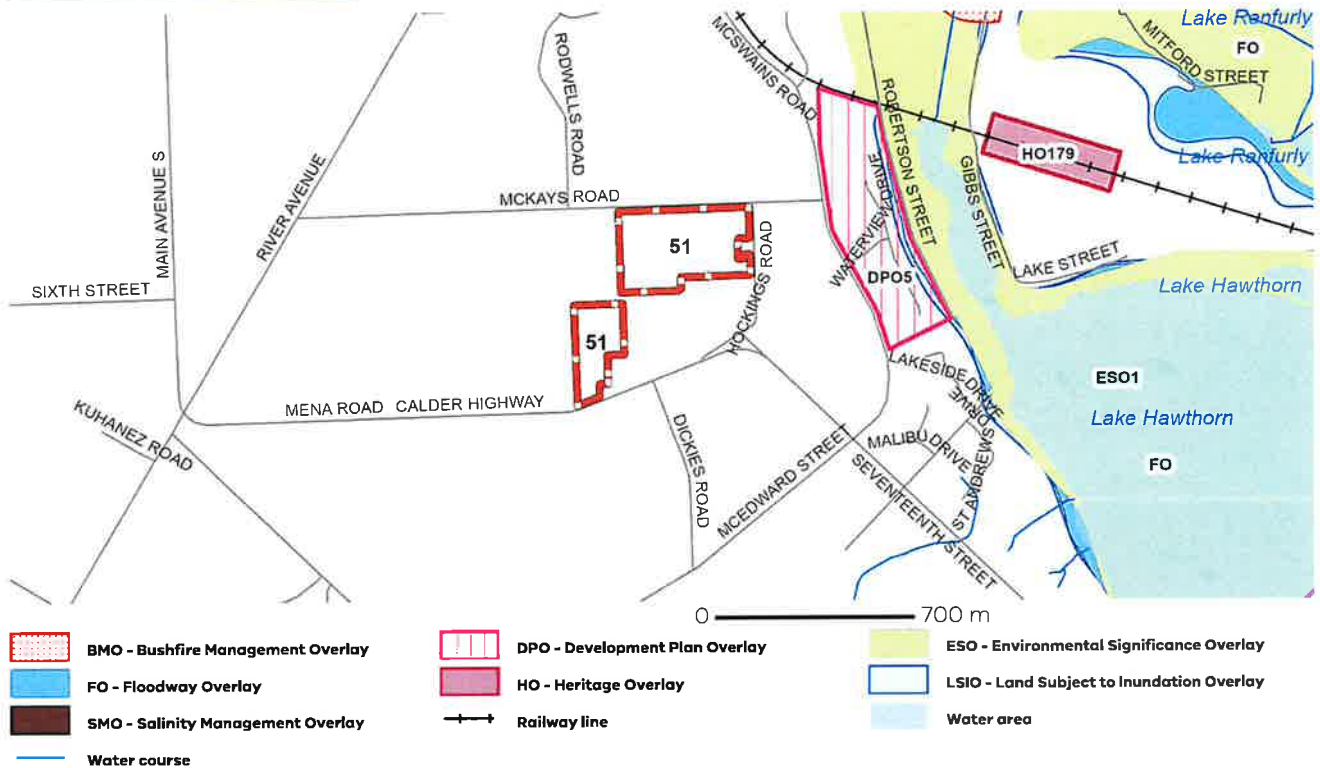
[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[FLOODWAY OVERLAY \(FO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

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



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 8 November 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>

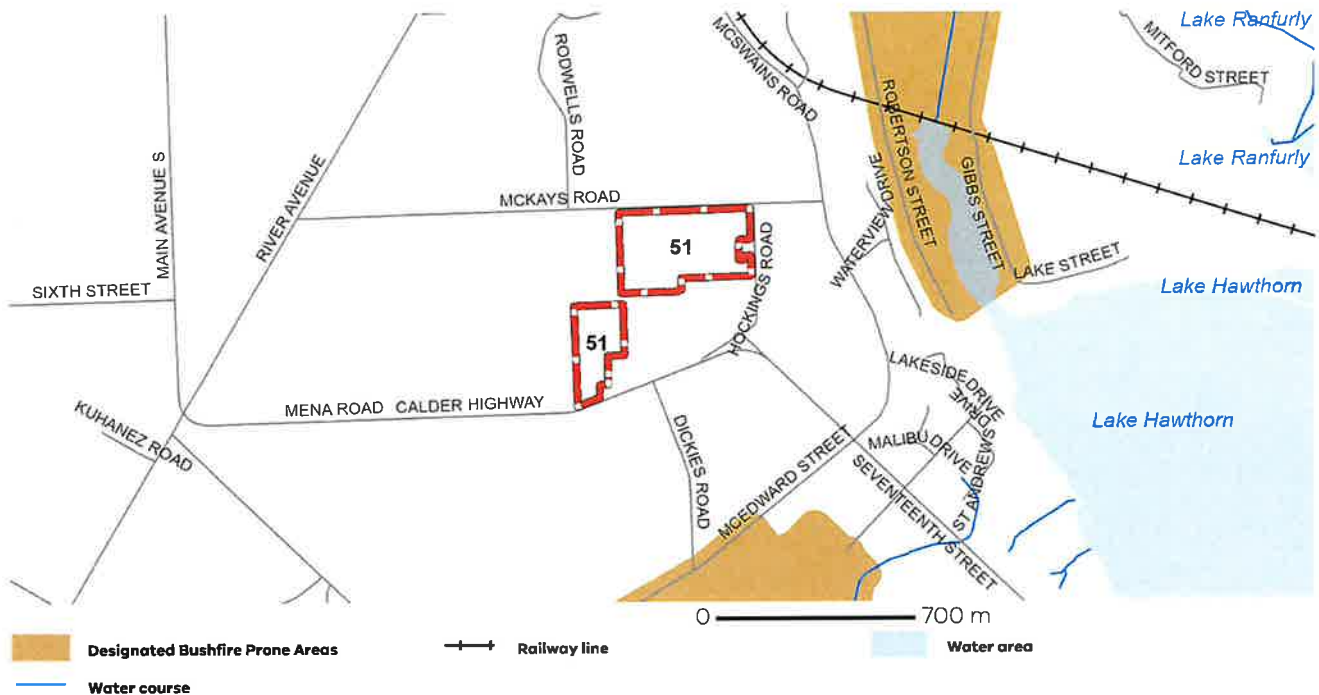
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

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 \(environment.vic.gov.au\)](#)

# Due diligence checklist

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

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

### Urban living

#### *Moving to the inner city?*

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

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

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

### Growth areas

#### *Are you moving to a growth area?*

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

### Flood and fire risk

#### *Does this property experience flooding or bushfire?*

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

## **Rural properties**

### ***Moving to the country?***

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

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

### ***Can you build new dwellings?***

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

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

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

## **Soil and groundwater contamination**

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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