

SECTION 32 STATEMENT

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

Vendor: Anthony Gerard Beech and Jennifer Ann Beech

Property: 33 Washington Drive MILDURA VIC 3500

VENDORS REPRESENTATIVE

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

PO Box 1012
MILDURA VIC 3502

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

Ref: Warrick Watts

SECTION 32 STATEMENT
33 WASHINGTON DRIVE MILDURA VIC 3500

1. FINANCIAL MATTERS

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

Provider	Amount (& interest if any)	Period
Mildura Rural City Council	\$2,313.13	Per annum
Lower Murray Water	\$ 175.05	Per quarter

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

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

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

2. INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

3. LAND USE

- (a) RESTRICTIONS

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

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

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

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(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:

Responsible Authority: Mildura Rural City Council See attached Property Report

Zoning:

Planning Overlay/s:

4. NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- See attached

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

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

5. BUILDING PERMITS

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

Is contained in the attached Certificate/s.

6. OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*) is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

(2) ~~Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*):~~

- ~~— any certificate of release from liability to pay;~~
- ~~— any certificate of deferral of the liability to pay;~~

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- ~~— any certificate of release from liability to pay;~~
- ~~— any certificate of deferral of the liability to pay;~~
- ~~— any certificate of exemption from the liability to pay;~~
- ~~— any certificate of staged payment approval;~~
- ~~— any certificate of no GAIC liability;~~
- ~~— any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;~~
- ~~— any notice given under that Part providing evidence of an exemption of the liability to pay;~~

OR

- ~~— a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.~~

8. SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

9. TITLE

Attached are the following document/s concerning Title:

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

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33 WASHINGTON DRIVE MILDURA VIC 3500

meaning of the *Subdivision Act 1988* is proposed -

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

10. DUE DILLIGENCE CHECKLIST

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

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Anthony Gerard Beech and Jennifer Ann Beech

Signature/s of the Vendor

x

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

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

Terms contracts – S32A(d)

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

Register Search Statement - Volume 10975 Folio 201

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

VOLUME 10975 FOLIO 201

Security no : 124090763352L
Produced 25/06/2021 09:13 AM

LAND DESCRIPTION

Lot 132 on Plan of Subdivision 207538Q.
PARENT TITLE Volume 09752 Folio 603
Created by instrument AE689466Y 25/10/2006

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ANTHONY GERARD BEECH
JENNIFER ANNE BEECH both of THELMA ROAD BARMERA SA 5345
AH752055V 29/01/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH752056T 29/01/2011
NATIONAL AUSTRALIA BANK LTD

COVENANT N000594H 21/08/1987

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 52A Town and Country Planning Act 1961
M809207K 28/04/1987

DIAGRAM LOCATION

SEE LP207538Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 33 WASHINGTON DRIVE MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 23/10/2016

DOCUMENT END

**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information
via LANDATA® System. Delivered at 25/06/2021, for Order Number 68856441. Your reference: WW:243-21.**

<div>OFFICE USE ONLY</div> <div>LP207538D EDITION 1 PARISH TOWNHALL / CHART 18</div>		<div>NOTATIONS</div> <div>LOTS 1 TO 130 INCLUSIVE AND LOTS 144 TO 251 INCLUSIVE HAVE BEEN OMITTED.</div> <div>LAND SUBJECT TO EASEMENT E-1 WATER SUPPLY VIDE INSTRUMENTS D605992, D605993 AND D605994. E-2 WATER SUPPLY VIDE INSTRUMENTS J877210, J877211 AND J877216. E-3, E-5 DRAINAGE AND SEWERAGE VIDE L.R205128N</div> <div>LAND APPROPRIATED OR SET APART E-4 DRAINAGE AND SEWERAGE. E-5, E-6 DRAINAGE.</div> <div>ROADS WITHIN THE THICK LINES FOR WAY, DRAINAGE AND SUPPLY OF WATER, ELECTRICITY, TELEPHONE AND GAS.</div>		<div>TO BE COMPLETED WHERE APPLICABLE THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NOS.</div> <div>THE LAND TO BE SUBDIVIDED IS SHOWN ENCLOSED BY THICK LINES</div> <div>TITLE REF: VOL 9736 FOL 816 LAST PLAN REF: LP 206455 A LOT 262</div>		<div>PLAN OF SUBDIVISION</div> <div>COUNTY KARKAROOOC PARISH MILDURA CROWN PORTION A (PART)</div> <div>(CHART 18)</div> <div>NUMBER OF SHEETS IN PLAN TWO NUMBER OF THIS SHEET ONE</div> <div>SCALE 1:2000 LENGTHS ARE IN METRES</div> <div>ORIGINAL SCALE 1:2000 SHEET SIZE A2</div> <div>OFFICE USE ONLY</div> <div>LP 207538Q</div>	
<div>PLAN APPROVED AT 17.6.87</div> <div>(ASSISTANT) REGISTRAR OF TITLES</div>		<div>OFFICE USE ONLY</div>		<div>CERTIFICATE OF MUNICIPAL CLERK</div> <div>MUNICIPALITY CITY OF MILDURA</div> <div>COUNCIL REF.</div> <div>CERTIFICATE A THIS PLAN ACCORDS WITH A PLAN SEALD BY THE COUNCIL UNDER SECTION 568B OF THE LOCAL GOVERNMENT ACT 1958 ON CONFIRMED BY THE PLANNING APPEALS BOARD ON AND A REQUIREMENT NO REQUIREMENT PURSUANT TO SECTION 568E OF THE LOCAL GOVERNMENT ACT 1958 HAS BEEN MADE</div> <div>DATE</div> <div>MUNICIPAL CLERK</div>			
<div>CERTIFICATION BY SURVEYOR</div> <div>I, JOHN ADRIAN BRUNHOLT Mildura, 3500 certify that this plan has been prepared from a survey made under my hand and supervision in accordance with the Surveyors Act 1958 and completed on and that it is accurate and correctly represents the adopted boundaries and dimensions of the land shown on this plan.</div> <div>DATE</div> <div>3447</div>		<div>CERTIFICATE B THIS PLAN ACCORDS WITH A PLAN EXEMPTED FROM SUBDIVISION (3) OF DIVISION (B) OF PART XIX OF THE LOCAL GOVERNMENT ACT 1958 BY THE COUNCIL ON THE PLANNING APPEALS BOARD ON</div> <div>DATE</div> <div>MUNICIPAL CLERK</div>		<div>AMENDMENTS</div> <div>Thomson & Singleton Pty Ltd SURVEYORS & ENGINEERS 1000-1001 Sturt Street, Melbourne VIC 3000</div>			

Lodged at the Titles Office by

Titles Office Use Only

RECD

210887 0948 45 22 N000594H

Code _____

P/A

VICTORIA

TRANSFER OF LAND

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

Land Lot 132 on Plan of Subdivision No. 207538Q Parish of Mildura and being the whole of the land contained in CERTIFICATE OF TITLE VOLUME 9752 FOLIO ~~603~~ 603

(Note 5)

Consideration

(Note 6)

Transferor

(Note 7)

MANSELL DEVELOPMENTS PTY. LTD.

JUL-31-87 136491 62420

LE A 101 ****438-75

Transferee

(Note 8)

BRENT RUSSELL GRAHAM and WENDY ANN GRAHAM

Both of Gol Gol as Joint Tenants

Estate and Interest

NEW SOUTH WALES

(Note 9)

All its estate and interest in the fee simple.

Directing Party

(Note 10)



Controller of Titles Use Only

CODE:	44
DUTY:	\$ 438.75
ASSESSOR:	13/8/87
VALUE:	\$ 22,500

Creation (or Reservation) of Easement and/or Covenant

(Notes 11-12)

AND THE SAID BRENT RUSSELL GRAHAM and WENDY ANN GRAHAM for themselves and their transferees the registered proprietors for the time being of the land hereby transferred and of every part thereof do hereby as a separate covenant COVENANT with the said MANSELL DEVELOPMENTS PTY. LTD. and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and of every part

T2

Office Use Only



A memorandum of this instrument has been entered in the Register Book



Approval No. T2/1

thereof (other than the land hereby transferred) as follows :

" THAT they will not erect or cause of suffer to be erected upon the said lot more than one main building and that such building shall not be other than a building that is a Class 1 (a) Building as defined in Part Six of the Victoria Building Regulations Act 1983 and that such building and lot or any part thereof shall not be registered under the provisions of the Strata Titles Act 1967 or the Cluster Titles Act 1974 or any amendment, modification or re-enactment of or substitution for either of such Acts ."

AND. IT IS HEREBY AGREED AS FOLLOWS :

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

Date 29 JUL 1987

(Note 13)

Execution and Attestation

(Note 14)

EXECUTED for MANSELL DEVELOPMENTS PTY.)
LTD. by it's Attorney KELVIN THOMAS MEREDITH)
under Power of Attorney dated the 27th day of)
February, 1987 in the presence of :)

K. Meredith

SUFFICIENT
11 NOV 1987
AS TO P/A

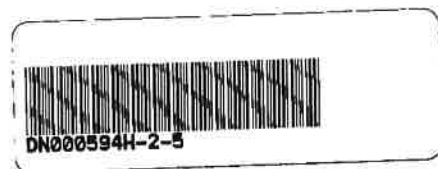
ST. Morgan

SIGNED by the Transferees in the
presence of :

[Signature]

But R S. [Signature]
W. A. [Signature]

SUFFICIENT
11 NOV 1987
AS TO P/A



NOTES

1. This form must be used for any transfer by the registered proprietor—
 - (a) of other than the whole of an estate and interest in fee simple
 - (b) by direction
 - (c) in which an easement is created or reserved
 - (d) which contains a restrictive covenant or a covenant created pursuant to statute.
2. Transfers may be lodged as an original only and must be typed or completed in ink.
3. All signatures must be in ink.
4. If there is insufficient space in any panel to accommodate the required information use an annexure sheet (Form A1) or (if there is space available) enter the information under the appropriate heading after any creation or reservation of easement or covenant. Insert only the words "See Annexure A" (or as the case may be) or "See overleaf" in the panel as appropriate.

Multiple annexures may appear on the same annexure sheet but each must be correctly headed.

All annexure sheets should be properly identified and signed by the parties and securely attached to the instrument.
5. Volume and folio references must be given. If the whole of the land in a title is to be transferred no other description should be used. If the transfer affects part only of the land in a title the lot and plan number or Crown description should also be given. Any necessary diagram should be endorsed hereon or on an annexure sheet (Form A1).
6. Set out the amount (in figures) or the nature of the consideration. If the transfer is by direction show the various considerations
e.g. \$ paid by B to A
\$ paid by C to B

In a transfer on sale of land subject to a mortgage it should be clearly shown whether or not the amount owing under the mortgage is included in the consideration e.g. \$ which includes the amount owing under mortgage No.
7. Insert full name. Address is not required.
8. Insert full name and address. If two or more transferees state whether as joint tenants or tenants in common. If tenants in common specify shares.
9. Set out "All my estate and interest in the fee simple" (or other as the case may be).
10. If the transfer is by direction give the full name of any directing party and show the various considerations under the consideration heading.
11. Set out any easement being created or reserved and define the dominant and servient tenements.
12. Set out full details of any covenant and define the covenantee and the land to bear the burden and to take the benefit of the covenant.
13. The transfer must be dated.
14. If an executing party is a natural person execution should read "Signed by the transferor (transferee, directing party) in the presence of". The witness must be an independent person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.

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CT
MADE AMENDMENT
A.N. 2-14

28/04/1987 11:14 \$12 1.8313211K

M809207K

Salvatore Ryan & Halony

Subma

REGD

CITY OF MILDURA

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

Citizens
THE MAYOR COUNCILLORS AND RATEPAYERS of the CITY OF MILDURA HEREBY APPLY to have a Memorandum of the Agreement pursuant to Section 52A of the Town and Country Planning Act 1958 dated 26 February 1987, and made between themselves as Responsible Authority and Mansell Developments Pty. Ltd., as Owner of ALL THAT piece of land more particularly described in Certificate of Title Volume 9736 Folio 816, a copy of which Agreement is annexed hereto entered on the said Certificate of Title.

DATED the *26th* March 1987

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

[Signature]

MAYOR

[Signature]

COUNCILLOR

[Signature]

TOWN CLERK

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



11-5-87

THIS AGREEMENT is made the 26th day of February 1987
B E T W E E N :

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

of the first part and

MANSELL DEVELOPMENTS PTY. LTD. of
133 Langtree Avenue, Mildura (The Owner)

of the second part

WHEREAS :

A. The Owner is or is entitled to be registered at the Office of Titles as the proprietor of all that piece of land described in the First Schedule hereto situated at and known as Lot 262 Riverside Avenue Mildura (the land).

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

To subdivide land described as Lot 4, L.P.143465 being part Crown Portion A, Parish of Mildura, and to construct a single detached house upon each lot created, land situate in Washington Drive in accordance with the attached endorsed plan being part (Stage 8B) of the overall plan of subdivision development approved with the original permit issued, No. P.12/84 dated 12th April 1984 or as subsequently modified. (Permit No. P12/84 Stage 8B dated 18th December, 1986).

C. The Council by Notice of Determination dated the 18th day of December 1986 determined to grant a permit to subdivide the land in accordance with the endorsed plan and subject to various conditions including a condition which provided as follows

"This permit shall have no force or effect until :

The owner of land described in this permit shall enter

- 2 -

into a Section 52A Agreement with the Council of the City of Mildura. Such Agreement shall prohibit the development of flats for a period of ten years upon Lots numbered 131 to 142 inclusive and lots numbered 254 to 260 inclusive, except Lot 143 as illustrated on the attached endorsed plan."

- D. The Council and the Owner have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as being an agreement under Section 52A of the Town and Country Planning Act.
- E. The Owner intends to lodge a Plan of Subdivision for approval in accordance with the Modified Planning Permit immediately after the registration of this Agreement.

NOW THIS AGREEMENT WITNESSETH as follows :-

1. In this Agreement unless inconsistent with the context or subject matter -
"Modified Permit" shall mean the permit issued by the Council as a result of the Notice of Determination referred to in recital C hereof.
2. The Owner covenants and agrees to comply with, carry out and observe Condition 3 of the Modified Permit.
3. The Owner further covenants and agrees as follows :
To prohibit the construction of or adaptation to flats as defined in the City of Mildura Planning Scheme for a period of ten (10) years from the date of approval of the Plan of Subdivision by the Office of Titles on Lots numbered 131 to 142 inclusive and Lots numbered 254 to 260 inclusive and coloured blue on the plan (sheets 1 and 2) annexed hereto.
4. The Owner agrees to do all things necessary to enable the Council to enter a memorandum of this Agreement on the

- 3 -

Certificate of Title to the land in accordance with Section 52B of the Town and Country Planning Act including signing any further agreement acknowledgement or document to enable the said memorandum to be registered under that section.

5. The covenants and agreements of the Owner under this Agreement shall cease and the Owner will be released from its obligations under this Agreement upon the Council delivering to the Owner a certificate stating that the subdivision has been carried out and completed and the Owner has complied with the terms of this Agreement to its satisfaction.

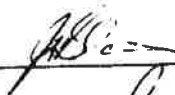
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

FIRST SCHEDULE


Lot 262 on Plan of Subdivision No. 206455A being the whole of the land more particularly described in Certificate of Title Volume 9736 Folio 816.

- 4 -

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



MAYOR

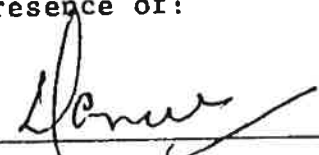


COUNCILLOR

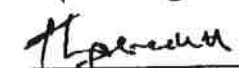


TOWN CLERK

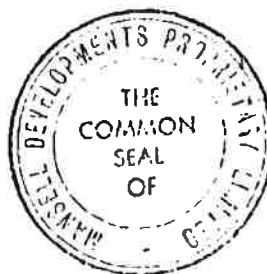
THE COMMON SEAL of MANSELL
DEVELOPMENTS PTY. LTD. was
hereunto affixed in the
presence of:)
)
)
)



DIRECTOR



SECRETARY



Mansell Developments Pty. Ltd.,

c/- P.O. Box 314,
MILDURA, VIC, 3500

Town and Country Planning Act 1961

CITY OF MILDURA PLANNING SCHEME

MODIFIED

PLANNING PERMIT No. P.12/84 STAGE 8B

OFFICE USE ONLY

A.12/84

18.1.84

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

To subdivide land described as Lot 4, L.P. 143465, being part Crown Portion A, parish of Mildura, and to construct single detached house upon each lot created, on land situate in Washington Drive, in accordance with the attached endorsed plan, being Stage 8B, part of the overall plan of subdivision development approved with the original permit issued, No. P.12/84 dated 12th April, 1984, or as subsequently modified, subject to the following conditions:-

Conditions:

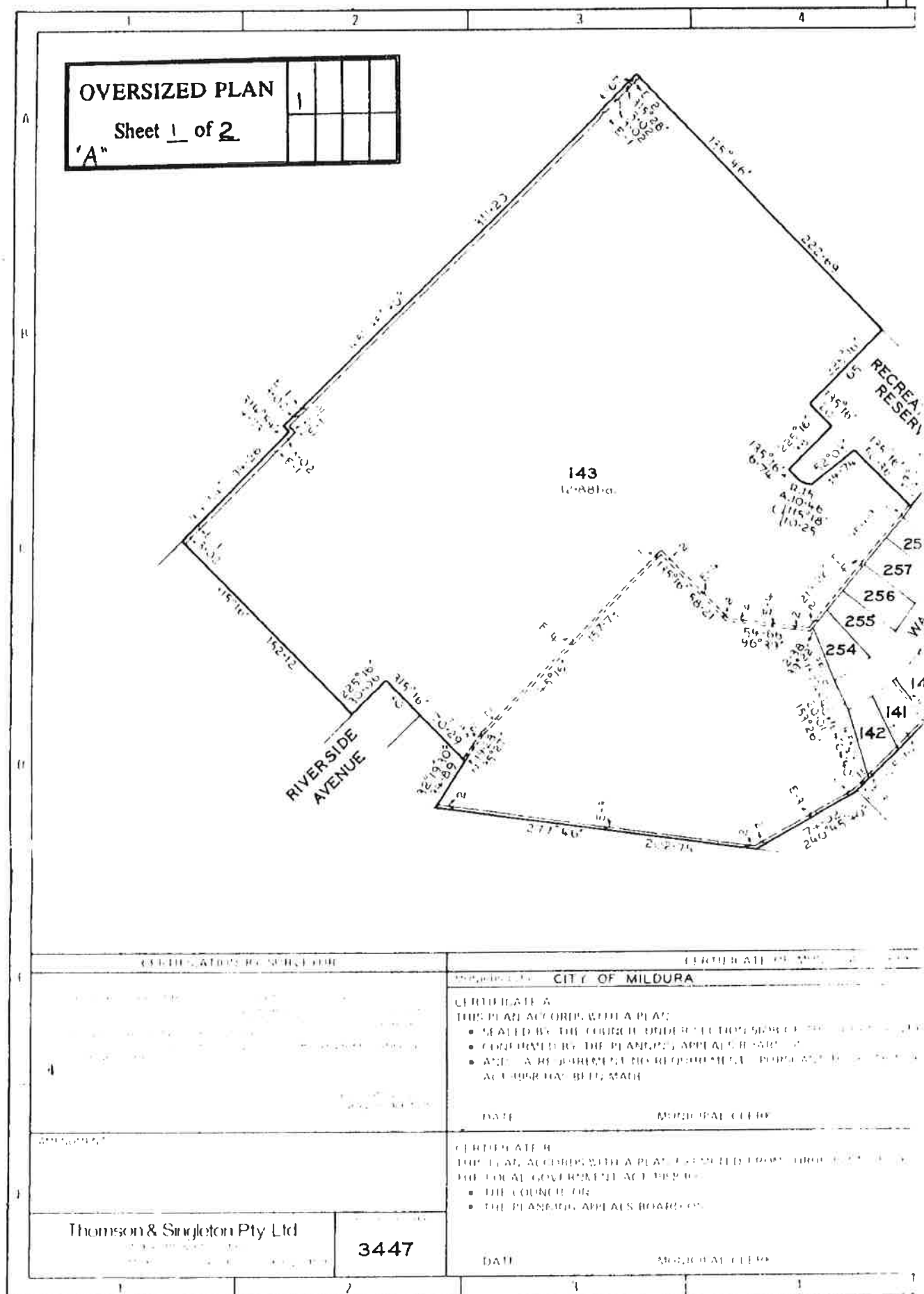
1. The permit shall expire if the use or development hereby permitted is not commenced within 2 years from the date hereof, or within any extension of that time which, upon application made before or within 3 months after the expiry of the permit, is granted in writing by the City of Mildura.
2. The permit shall have no force or effect until:-
 - (a) A sewerage and water reticulation system has been provided to the satisfaction of the Sunraysia Water Board.
 - (b) Drainage, naturestrip work, kerb and channel, road widening and roadworks have been provided to the satisfaction of the City Engineer, City of Mildura.
 - (c) That an Agreement be prepared to the satisfaction of the Council, City of Mildura, to provide for the transfer of the public open space area to the City of Mildura.
3. The owner of land described in the modified permit shall enter into a Section 52A Agreement with the Council of the City of Mildura. Such Agreement shall prohibit the development of flats for a period of ten years upon Lots 131 to 142 inclusive and 254-260 inclusive, except Lot 143.

18th December, 1986
(Date of Determination)

R. G. Locking
(Signed)

SEE IMPORTANT NOTES ON REVERSE SIDE

FORM 6.1



5	6	7	8
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OVERSIZED PLAN
 Sheet 2 of 2
 "A"

2			

APPROX TRUE NORTH

N

NOTATIONS

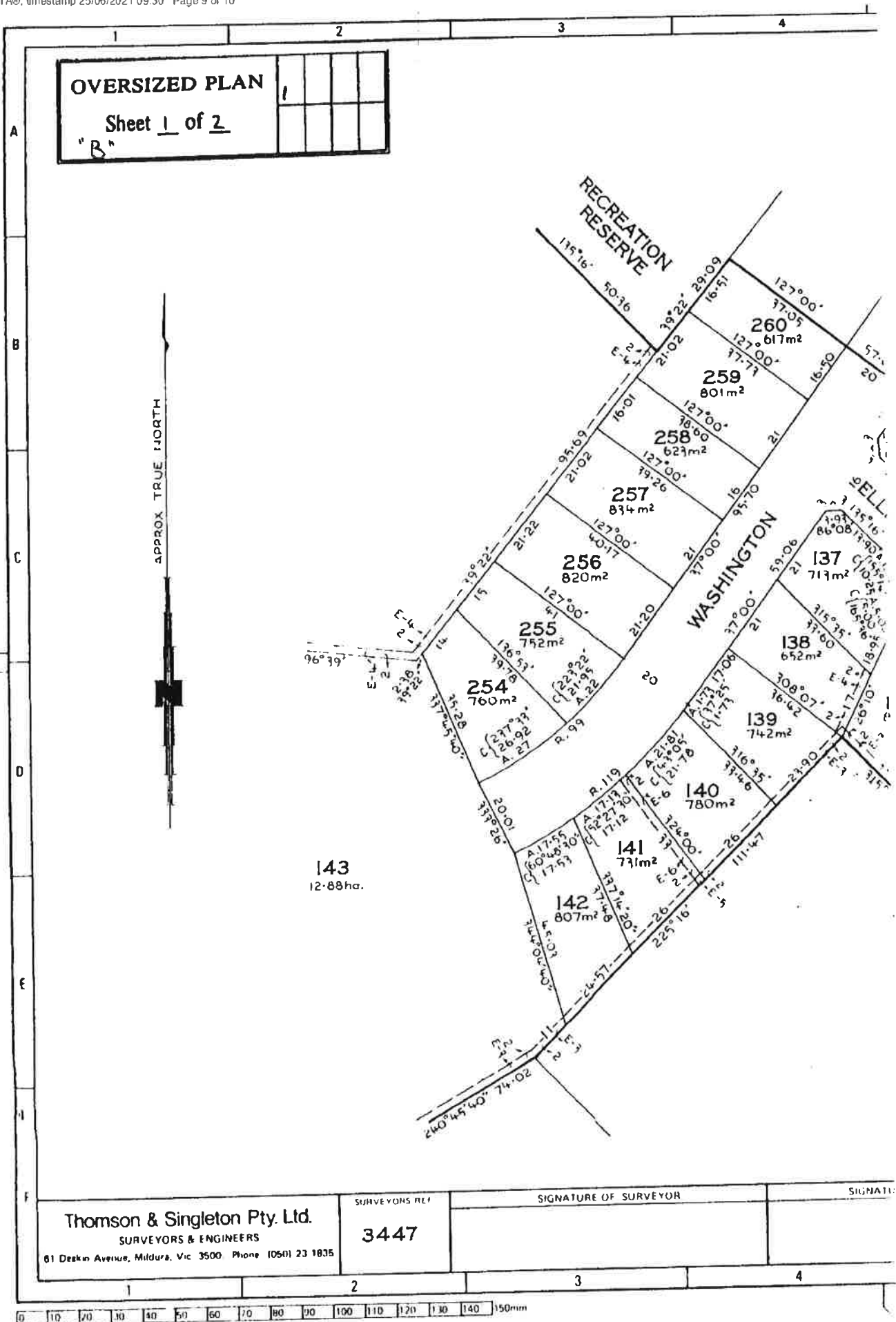
LOTS 131 TO 140 INCLUSIVE AND LOTS 144 TO 259 INCLUSIVE HAVE BEEN OMITTED

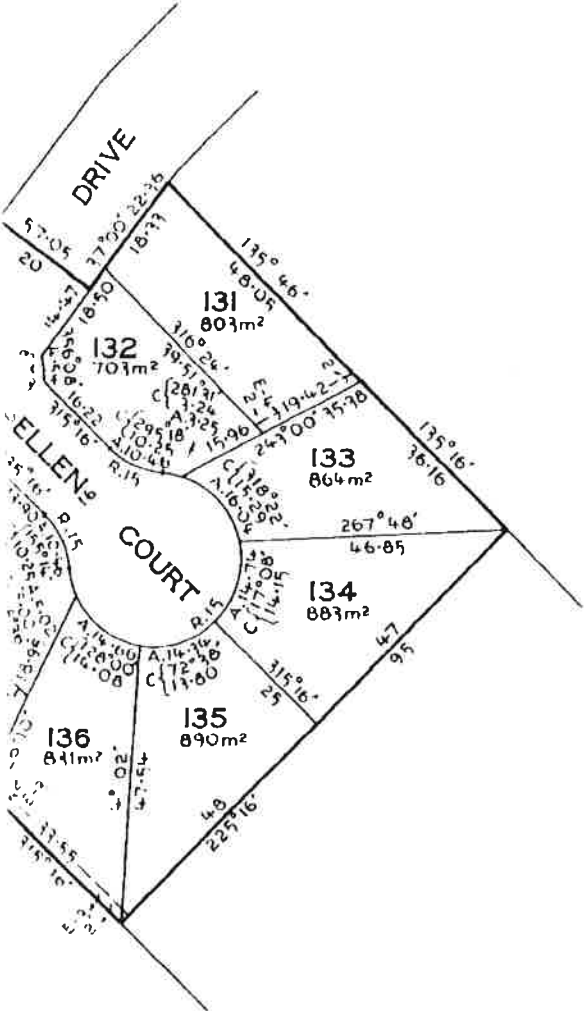
LAND SUBJECT TO EASEMENT
 E 1 WATER SUPPLY VIDE INSTRUMENTS D605992, D605993 AND D605994.
 E 2 WATER SUPPLY VIDE INSTRUMENTS J877210, J877211 AND J877216.
 E 3, E 5 DRAINAGE AND SEWERAGE VIDE L.L. 252, 253

LAND APPROPRIATED OR SET APART
 E 4 DRAINAGE AND SEWERAGE
 E 5, E 6 DRAINAGE

ROADS ATTAIN THE DIMENSIONS OF 20' DRAINAGE AND SUPPLY OF WATER, TELEPHONE, TELEPHONE AND C.

<p>1. THE LAND SHOWN ON THIS PLAN IS THE PROPERTY OF THE GOVERNMENT OF SOUTH AUSTRALIA.</p> <p>2. THE LAND SHOWN ON THIS PLAN IS THE PROPERTY OF THE GOVERNMENT OF SOUTH AUSTRALIA.</p> <p>3. THE LAND SHOWN ON THIS PLAN IS THE PROPERTY OF THE GOVERNMENT OF SOUTH AUSTRALIA.</p>	<p style="text-align: center;">PLAN OF SUBDIVISION</p> <p>LOCALITY: KARKAROOC PARTIAL: MILDURA CROWN PORTION A (PART)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;"> GOVERNMENT OF SOUTH AUSTRALIA LAND & WATER DEVELOPMENT 100, RIVERVIEW DRIVE, ADELAIDE 5000 </td> <td style="width: 50%; text-align: center;"> 12000 A2 </td> </tr> </table> <p style="text-align: center; font-size: 2em; font-weight: bold;">LP</p>	GOVERNMENT OF SOUTH AUSTRALIA LAND & WATER DEVELOPMENT 100, RIVERVIEW DRIVE, ADELAIDE 5000	12000 A2
GOVERNMENT OF SOUTH AUSTRALIA LAND & WATER DEVELOPMENT 100, RIVERVIEW DRIVE, ADELAIDE 5000	12000 A2		



5		6		7		8	
<div>OVERSIZED PLAN</div> <div>Sheet <u>2</u> of <u>2</u></div> <div>'B'</div>				<div>OFFICE USE ONLY</div>			
				<div>PLAN OF SUBDIVISION</div> <div>COUNTY KARKAROOC</div> <div>PARISH MILDURA</div> <div>CROWN PORTION A (PART)</div> <div><div>NUMBER OF SHEETS IN PLAN NUMBER OF THIS SHEET</div><div>TWO TWO</div></div> <div><div>SCALE</div><div>0 8 24 40</div><div>LENGTHS ARE IN METRES</div></div> <div><div>ORIGINAL SCALE 1:800</div><div>SHEET SIZE A2</div></div> <div>OFFICE USE ONLY</div> <div>LP</div> <div>VICTORIA</div>			
SIGNATURE OF MUNICIPAL CLERK		OFFICE USE ONLY					
5		6		7		8	

File: 035.2017.00000001.001
PA 7995
28 June 2017

Mr A G & Mrs J A Beech
PO Box 487
BARMERA SA 5345

Dear Mr AG & Mrs JA Beech

**CANCELLATION OF BUILDING ORDER – MINOR WORKS:
33 WASHINGTON DRIVE MILDURA 3500
LOT: 132 LP: 207538Q**

I refer to the above mentioned property regarding the Building Order Minor Works dated 05/01/2017.

Council would like to advise that the order has now been cancelled due to the work rectification completion letter received from Anderson Group Building Surveyors and Consultants on the 27/06/2017.

Should you require any further information please contact Garry McCoy on (03) 5018 8413.

Yours sincerely



**GARRY MCCOY
DELEGATE OF THE MUNICIPAL BUILDING SURVEYOR**

GM/cm

Mildura Rural City Council

File: 035.2017.00000001.001

PA: 7995

4 January 2017

Mr A G & Mrs J A Beech

PO Box 487

BARMERA SA 5345

Dear Mr & Mrs Beech

**BUILDING ORDER – MINOR WORKS
33 WASHINGTON DRIVE MILDURA 3500
LOT: 132 LP: 207538Q**

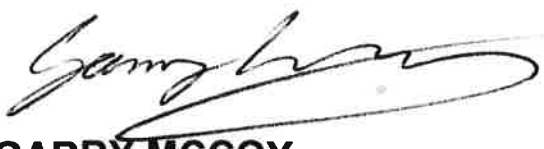
As you may be aware, Council conducted an inspection of the above property on 04/01/2017. The inspection revealed non – complying safety matters that require your attention and action.

Pursuant to the Building Act 1993, I am required to detail these matters in the form of the attached Building Order for Minor Works under Section 113 of the Building Act 1993. The Building Order prescribes a timeframe in which these matters are to be rectified.

Failure to comply with this requirement may result in Council initiating enforcement action without further notice for breaching the Building Act 1993. Clearly this is not Council's preferred course of action therefore we seek your cooperation in resolving this matter.

Should you require any further information please contact Garry McCoy on (03) 5018 8413.

Yours sincerely



**GARRY MCCOY
DELEGATE OF THE MUNICIPAL BUILDING SURVEYOR**

enc

GM/abc

Mildura Rural City Council

Building Act, 1993 Building Regulations 2006
BUILDING ORDER – MINOR WORK
Section 113 of the *Building Act 1993*

TO: Mr A G & Mrs J A Beech
PO Box 487
BARMERA SA 5345

OWNER OF THE VERANDAH LOCATED AT:

33 WASHINGTON DRIVE MILDURA 3500
LOT: 132 LP: 207538Q

WHEREAS:

1. I am the delegate of the municipal building surveyor of Mildura Rural City Council and am authorised to cause a Building Order under Section 113 of the Building Act 1993 ("Act").
2. The verandah was inspected on 04/01/2017
3. This Order may be made without first serving a Building Notice.
4. Pursuant to Section 113 of the Act, I am of the opinion that the work required to be carried out under the Order is of a minor nature.
5. The reasons why this Order was issued are:

The Building work has been carried out on the land without a Building Permit namely construction of an attached verandah.

NOW THEREFORE TAKE NOTE THAT:

6. You are required to carry out the following building work:

Demolish the Verandah

OR

- (1) Obtain a report from a registered building surveyor that details that the verandah has been constructed in accordance with the Building Act 1993, Building Regulations 2006 and Building Code of Australia 2016, Volume 2
- (2) Carry out all rectification works as requested in the report and have them re inspected by the registered building surveyor.
- (3) Submit to the Municipal Building Surveyor the report and all evidence needed to confirm that the rectification works and all inspections have been undertaken.

7. The above work is to be carried out within 30 days of the service of this Order.

DATED: 05/01/2017

File: 035.2017.00000001.001



GARRY MCCOY
DELEGATE OF THE MUNICIPAL BUILDING SURVEYOR

GM/abc

Building Act, 1993 Building Regulations 2006

Notes: Duration of a Building Order

Pursuant to section 117 of the Act, a Building Order remains in force (and if amended remains in force as amended) until it is complied with or it is cancelled by the Municipal Building Surveyor or the Building Appeals Board.

Amendment of Building Order

Pursuant to section 116 of the Act, The Municipal Building Surveyor may amend a Building Order if requested to do so by the owner, if there is a change in circumstance after the service of the order.

Cancellation of a Building Order

Pursuant to section 116 of the Act, the Municipal Building Surveyor may cancel a Building Order if requested to do so by the owner, if there is a change in circumstance after the service of the order.

Appeals to the Building Appeals Board

Pursuant to section 142(2) of the Act, an owner of the building or land may appeal to the Building Appeals Board against:

- the making of a Building Order applying to that building or land,
- the imposition of any condition in that Building Order,
- a refusal to amend or cancel the Building Order,
- a failure, within a reasonable time, to amend or cancel that Building Order or,
- a requirement under division 3 of Part 8 that the Building Order be fully complied with.

In accordance with section 146 of the Act and regulation 1601 of the Regulations the prescribed appeal period is 30 days from the date of this Order.

Subsequent Owners of the Land

Pursuant to section 236 of the Act, this Building Order is binding on every subsequent owner of the land.

Completion of Work

Pursuant to section 120 of the Act, the owner must notify the Municipal Building Surveyor in writing, without delay, on completion of the work required to be carried out by a Building Order.

(Failure = 50 penalty units).

Failure to Comply

Pursuant to section 118 of the Act, a person to whom a Building Order is directed must comply with the Order.

(Failure = 500 penalty units for natural persons / 2500 penalty units for body corporate).

Court Orders

Pursuant to section 253 of the Act, the Municipal Building Surveyor may bring the proceedings in any court of competent jurisdiction for an Order under this section in the event of breach, or threatened or apprehended breach, of this Act or the Regulation or a Notice, Permit, Order or Determination issued or made under this Act (including a Notice or Order or Determination of the Building Appeals Board).

Work carried out by the Municipal Building Surveyor

Pursuant to section 121 of the Act, If an owner fails to carry out work as required by an Building Order made by a Municipal Building Surveyor, the Municipal Building Surveyor may cause that work to be carried out

Recovery of Costs for Work Carried out by the Municipal Building Surveyor

Pursuant to section 123 of the Act, if the Municipal Building Survey carries out any work or takes any action under this division, the relevant Council may recover the costs of carrying out the work or taking the action from the owner in a court of competent jurisdiction as a debt due to the Council.

From www.planning.vic.gov.au on 25 June 2021 09:16 AM

PROPERTY DETAILS

Address: **33 WASHINGTON DRIVE MILDURA 3500**
 Lot and Plan Number: **Lot 132 LP207538**
 Standard Parcel Identifier (SPI): **132\LP207538**
 Local Government Area (Council): **MILDURA**
 Council Property Number: **7995**
 Planning Scheme: **Mildura**
 Directory Reference: **VicRoads 535 O2**

www.mildura.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/mildura

UTILITIES

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

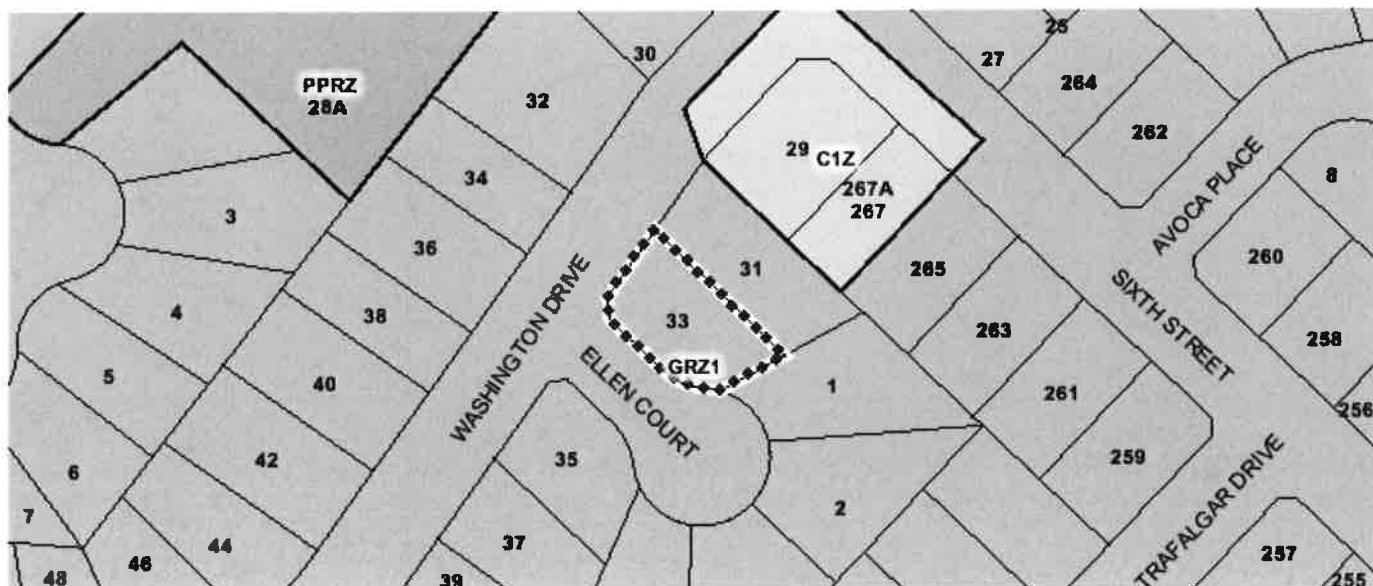
STATE ELECTORATES

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

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



Copyright © - State Government of Victoria

0 50m

C1Z - Commercial 1

GRZ - General Residential

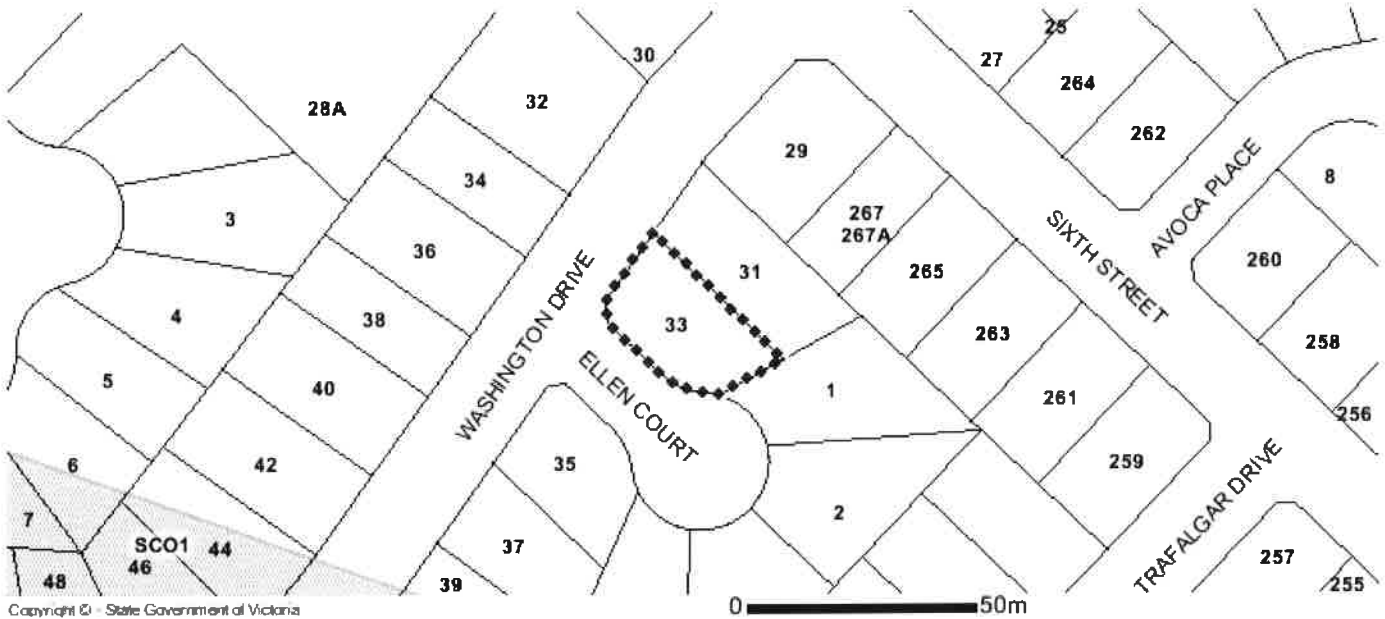
PPRZ - Public Park & Recreation

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

Planning Overlay

None affecting this land - there are overlays in the vicinity

SPECIFIC CONTROLS OVERLAY (SCO)



SCO - Specific Controls

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

Further Planning Information

Planning scheme data last updated on 23 June 2021.

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

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

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

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

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

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

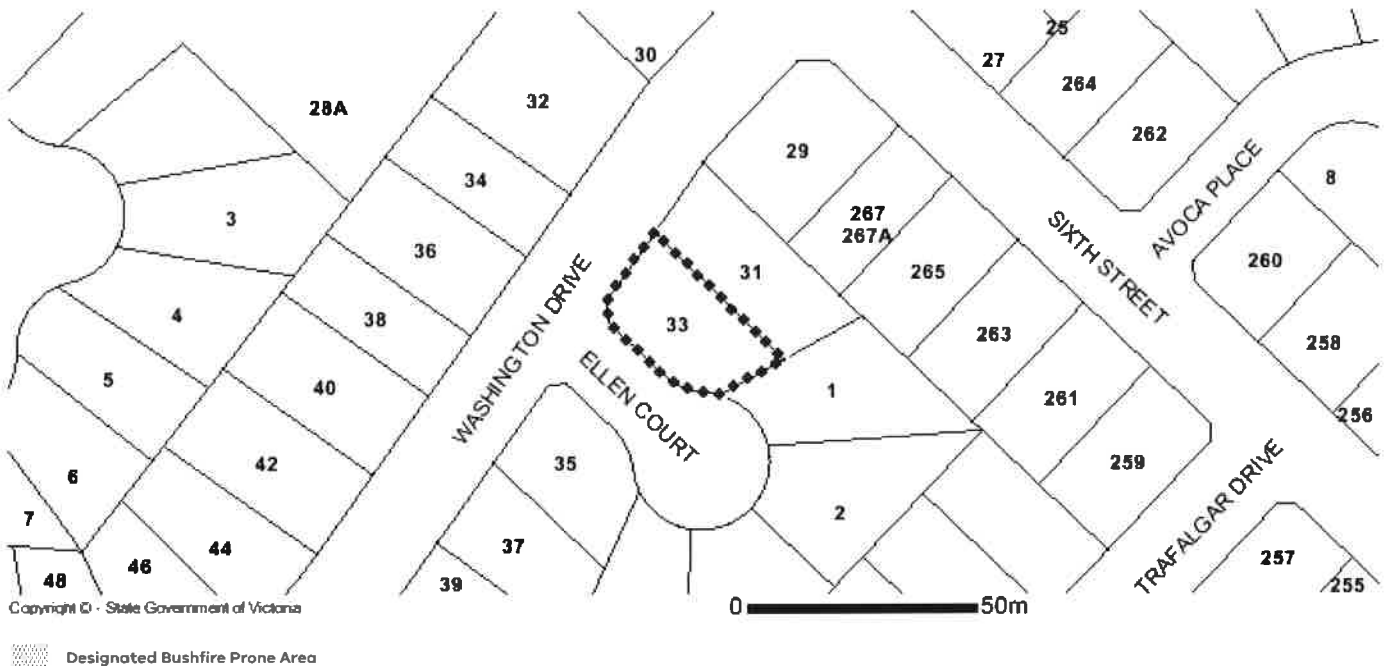
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Area

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



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

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

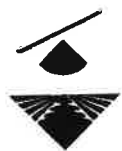
Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

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

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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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



Mildura Rural City Council

Internal Use Only



TAX INVOICE

ABN 42 115 924 1157



Mr A G & Mrs J A Beech
PO Box 487
BARMERA SA 5345



048
1019238
R3_6703

Total Rates & Charges for this Year
\$2,313.13

Refer below for payment options

Rate and Valuation Notice

1 July 2020 to 30 June 2021

Property Location & Description

33 Washington Drive MILDURA VIC 3500
Lot 132 PS 207538Q P.E.R.

AVPCC: 110 - Detached Home

RATING DETAILS

Residential Rate
Waste Management

0.00620605	282000	\$1,750.11
434.79	1	\$434.79

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Fire Levy (Fixed)	113.00	1	\$113.00
Residential Fire Levy (Variable)	0.000054	282000	\$15.23

PAYMENT DEADLINES EXTENDED

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

COVID-19 SUPPORT

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

TOTAL AMOUNT

\$2,313.13

Payment In full

Due 15 Feb 2021
\$2,313.13

Or

1st Instalment

Due 14 Oct 2020
\$578.29

2nd Instalment

Due 14 Dec 2020
\$578.28

3rd Instalment

Due 28 Feb 2021
\$578.28

4th Instalment

Due 31 May 2021
\$578.28

Note: If full payment of the 1st Instalment isn't received by the due date, this account will automatically default to the Payment in Full option and you will not receive reminder instalment notices.
Please refer to the reverse side of this notice for information relating to penalties for late payment.

Payment Slip

Mr A G & Mrs J A Beech
33 Washington Drive MILDURA VIC 3500
Assessment No: 7995

Payment In Full: \$2,313.13
Or 1st Instalment: \$578.29



Biller code: 93922
Ref: 79954

POST billpay



Full Payment *41 79954



Post Biller code: 0041
Billpay Ref: 79954

Pay in person at any post office, phone
13 18 16 or go to postbillpay.com.au

Centrepay Ref:
555 054 730B

Internal Use Only



BPAY this payment via Internet or phone banking.
BPAY View View and pay this bill using internet banking.
BPAY View Registration No.: 79954

MILDURA
741 - 750 Fourteenth Street Mildura 3500
PO Box 1438 Mildura 3502
AUSDOC DX 50023
Tel: (03) 5051 3400 Fax: (03) 5051 3480

SWAN HILL
73 Beveridge Street Swan Hill 3585
PO Box 1447 Swan Hill 3585
AUSDOC DX 30184
Tel: (03) 5036 2150 Fax: (03) 5036 2180



24 Hour Supply Emergency
1800 808 830



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

KERANG
56 Wellington Street Kerang 3579
PO Box 547 Kerang 3579
AUSDOC DX 57808
Tel: (03) 5450 3960 Fax: (03) 5450 3967

Reference No. 009106

Amount Due \$175.05
URBAN ACCOUNT

Due Date 14-MAY-2021



385363-001 029556(66787) RSA
MR AG BEECH & MS JA BEECH
PO BOX 487
BARMERA SA 5345

Date Of Issue 8/04/2021

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

POST *850 700091069

Property Address : 33 WASHINGTON DRIVE MILDURA VIC 3500 (Prop:9106) - Urban Account
Lot 132 LP 207538Q Vol 9752 Fol 603

	Charge	Balance
Water Service Tariff	52.09	52.09
Sewerage Service Tariff	122.96	122.96

TOTAL OWING \$175.05



LMW054G

Payments/Credits since last Notice \$175.05

Payment Slip - Methods of Payment

Online at lmw.vic.gov.au - Pay your Account

009106

33 WASHINGTON DRIVE MILDURA VIC 3500 (Prop:9106) - Urban Account



Direct Debit
Please contact your local office.



*850 700091069

\$175.05



Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payment, simply call any Lower Murray Water Office.



Billpay Code: 0850
Ref: 7000 9106 9

Pay in person at any Post Office



Biller Code: 78477
Ref: 7000 9106 9



Biller Code: 78477
Ref: 7000 9106 9

BPAY® - Make this payment via internet or phone banking.

BPAY View® - Receive, view and pay this bill using internet banking.

BPAY View Registration No: 7000 9106 9

Amount Due

\$175.05

Payment Ref: 7000 9106 9



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

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

See reverse for In Person and By Mail options

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.