

SPECIAL CONDITIONS included in Contract of Sale

BETWEEN
Kelly Ellise Boyd as Vendor

And

As Purchaser

SPECIAL CONDITIONS:

1. GST Withholding

- 1A 1.** Words and expression defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in the Special Condition unless the context requires otherwise. Words and expression first used in the Special Condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 1A 2.** This Special Condition 1A applies if the purchaser is 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 Special Condition 1A is to be taken as relieving the Vendor from compliance with Section 14-255.
- 1A 3.** The amount is to be deducted from the Vendor's entitlement to the contract*consideration and is then taken to be paid to the Vendor, whether or not the Vendor provides the Purchaser with a GST Withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The Vendor must pay to the purchaser at settlement such part of the amount as is represented by nonmonetary consideration.
- 1A 4.** The Purchaser must:
- (a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this Special Condition; and
 - (b) Ensure that the representative does so.
- 1A 5.** The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) Pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from monies under the control or direction of the representative in accordance with this Special Condition on settlement of the sale of the property;
 - (b) Promptly provide the Vendor with evidence of payment, including any notification or other document provided by the Purchaser to the Commissioner relating to payment; and
 - (c) Otherwise comply, or ensure compliance, with this Special Condition.
- Despite:

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

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

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

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

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

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

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

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

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

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

1A 10. The Vendor warrants that:

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

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

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

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

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

2. Director's Guarantee and Warranty:

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

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

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

Director (Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

Director (Sign)

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

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

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

PROPERTY: 14 Condor Drive, Mildura

VENDOR'S NAME: Kelly Ellise Boyd

VENDOR'S SIGNATURE: 

DATE: 21/04/20

PURCHASER'S NAME:

PURCHASER'S SIGNATURE:

DATE:

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

Vendor: Kelly Ellise Boyd

Property: 14 Condor Drive, Mildura
Lot 55 on PS 627699F being the whole of the land in
Certificate of Title Volume 11185 Folio 531

1. Financial matters in respect of the land

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

- (a) ~~are contained in the attached certificate/s.~~
are as follows :

<u>Authority</u>	<u>Amount</u>	<u>Interest</u>
1. Mildura Rural City Council	\$2,510.40 per annum 2019/2020	
2. Lower Murray Water- Urban	\$ 173.95 per quarter 2019/2020 (tariff only)	

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

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

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

2. Insurance details in respect of the land

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

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

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

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

3. Matters relating to land use

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:
 - (i) Description:
 - (ii) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows:
- (b) This land is not within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*
- (c) There is access to the property by road.
- (d) In the case of land to which a planning scheme applies a statement specifying—
 - (i) name of the planning scheme: See attached
 - (ii) name of the responsible authority: See attached
 - (iii) zoning of the land: See attached
 - (iv) name of any planning overlay affecting the land: See attached
 - (v) Salinity – See attached

4. Notices made in respect of land

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

~~Is contained in the attached certificate/s and/or statement/s.~~

~~Is as follows:~~

None to the Vendor's knowledge

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

~~Is contained in the attached certificate/s and/or statement/s.~~

~~Is as follows:~~

None to the Vendor's knowledge

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

~~Is contained in the attached certificate/s and/or statement/s.~~

~~Is as follows:~~

None to the Vendor's knowledge

5. Building permits

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

No such Building permit has been granted to the Vendor's knowledge

~~Is contained in the attached certificate/s.~~

~~Is as follows:~~

6. Information relating to any Owners Corporation

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

7. Growth areas infrastructure contribution

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

Particulars of work-in-kind agreement:

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

8. Disclosure of non-connected services

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

- ~~(a) electricity supply;~~
- ~~(b) gas supply; Natural~~
- ~~(c) water supply;~~
- ~~(d) sewerage;~~
- ~~(e) telephone services.~~

9. Evidence of title

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

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

10. DUE DILIGENCE CHECKLIST:

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

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

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

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



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VOLUME 11185 FOLIO 531

Security no : 124082491448L
Produced 07/04/2020 10:02 AM

LAND DESCRIPTION

Lot 55 on Plan of Subdivision 627699F.
PARENT TITLE Volume 11142 Folio 493
Created by instrument PS627699F 10/02/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KELLY ELLISE BOYD of 489 KOORLONG AVENUE IRYMPLE VIC 3498
AH508550A 21/09/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR328045E 08/08/2018
WESTPAC BANKING CORPORATION

COVENANT AH508550A 21/09/2010

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

AGREEMENT Section 173 Planning and Environment Act 1987
AF487598X 23/11/2007

DIAGRAM LOCATION

SEE PS627699F 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: 14 CONDOR DRIVE MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 08/08/2018

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS627699F
Number of Pages (excluding this cover sheet)	2
Document Assembled	07/04/2020 10:05

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<h1>PLAN OF SUBDIVISION</h1>				Stage No. <div style="border: 1px solid black; width: 100px; height: 100px; display: flex; align-items: center; justify-content: center;">/</div>	LR use only	PLAN	PS627699F 05/02/2010 \$3298.50 PS 																																											
				EDITION 1		PS																																												
Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 2 (PART) Title References: Vol III42 Fol-745-493 Last Plan Reference: PS 625764H (LOT B) Postal Address: CONDOR DRIVE, MILDURA, 3500. MGA94 Co-ordinates: E 602960 (Of approx. centre of plan) N 6214300 Zone 54				Council Certification and Endorsement Council Name: MILDURA RURAL CITY COUNCIL Ref: 501582 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 Subdivision Act 1988 has has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council seal Date 20/10/2009 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /																																														
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FREEMAN & FREEMAN LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239																																																		

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 627699F



FREEMAN & FREEMAN

LAND SURVEYORS

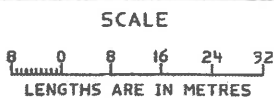
PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

SHEET 2 OF 2 SHEETS

ORIGINAL
SHEET
SIZE
A3

SCALE
1:800



LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE

DATE 26/08/2009

REF 8025/3

VERSION 3

DATE 20/10/2009
COUNCIL DELEGATE SIGNATURE



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Document Assembled	07/04/2020 10:05

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FORM 18

Section 181

**APPLICATION BY RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged by:

Name: Martin Irwin & Richards Lawyers
Phone: 03 50237900
Address: 61 Deakin Avenue, Mildura VIC 3500
Ref: Conroc Developments Pty Ltd
Customer Code: 44100612A 10082B

The Authority having made an agreement referred to in Section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

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

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

**Section and Act under
which agreement is
made:**

Section 173 of the *Planning and Environment Act 1987*.

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

Signature of Authority

Name of Officer

Date

[Signature]
GARY WEALY
14/11/07

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23/11/2007 \$97

173



MILDURA RURAL CITY COUNCIL

and

**LOWER MURRAY URBAN AND RURAL
WATER CORPORATION**

and

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

SECTION 173 AGREEMENT

Ontario Avenue, Mildura

MIR
— LAWYERS —

**Martin Irwin & Richards
Lawyers**

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

Phone: 03 5023 7900

Fax: 03 5021 2700

Ref: IDS:KEM07/1675

AF487598X

23/11/2007 \$97

173



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

PARTIES

BETWEEN

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

AND

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

AND

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

RECITALS

- A. The Owner is registered or is entitled to be registered as the proprietor of the Land.
- B. The Council is the responsible authority under the Planning and Environment Act 1987 ("the Act") for the Mildura Planning Scheme ("the Planning Scheme").
- C. The Water Corporation is the responsible authority for provision of water and sewerage for the subject and surrounding land.
- D. The Owner has made an application to the Council for a planning permit under the Planning Scheme for the development of the Land for a fifty seven (57) lot subdivision ("the Development").
- E. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 24 December 2004 and numbered P04/186 ("the Permit").
- F. Condition 4 of the Permit provides:
 - 4. Prior to the issue of a Statement of Compliance of the first stage the owner must enter into an agreement with the Responsible Authority in



Section 173 Agreement – Ontario Avenue, Mildura

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

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

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

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

THE PARTIES AGREE:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter: -

“Act” means the Planning and Environment Act 1987 (Vic);

“Council” means the Mildura Rural City Council and any or its successors or assigns;

“Land” means the property situate at Ontario Avenue, Mildura and described as:

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

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

“Owner” means the person or persons described as Owner at the time of entering into this Agreement and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any allotment created by any subdivision of the same and shall include the singular and the plural;

“Permit” means planning permit number P04/186 issued by the Council on the 24 December 2004 as amended from time to time.

2. INTERPRETATION

In this Agreement, unless a contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) words importing any gender include all other genders;

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23/11/2007 \$97

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Section 173 Agreement – Ontario Avenue, Mildura

- (c) "person" includes a firm, a body corporate, or an unincorporated association;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes, assigns, employees, servants, agents, consultants, contractors, advisers, financiers, subcontractors, licensees and invitees;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of any of them;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

3. SECTION 173 AGREEMENT

3.1 Agreement under Section 173 of the Act

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

3.2 Covenants Run with the Land

The Owner acknowledges and agrees that any obligation imposed on the Owner under this Agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land until this Agreement ends.

4. COMMENCEMENT

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

5. OWNER'S COVENANTS

5.1 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this Agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this Agreement.

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Section 173 Agreement – Ontario Avenue, Mildura

5.2 Registration

The Owner will do all things necessary to enable the Council to register this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including signing any further agreement, acknowledgement or document to enable the Agreement to be registered under that Section.

5.3 Performance of Covenants

The Owner will do all things necessary including the signing of such further agreements, undertakings, covenants, consents, approvals or other documents for the purpose of ensuring that it carry out the covenants and agreements and obligations contained in this Agreement and to enable the Council to enforce the performance by the Owner of such covenants, agreements and undertakings.

5.4 Comply with Permit

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

5.5 Costs

The Owner will pay the Council's costs of and incidental to the preparation and execution of this Agreement and the registration of this Agreement at the Land Titles Office pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the Agreement at the Land Titles Office.

5.6 Future water supply facility

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

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

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

6. OWNER'S WARRANTY

6.1 Registered Proprietor

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

6.2 No other person with interest

The Owner warrants that other than as referred to in this Agreement, or disclosed by the usual searches, or disclosed in writing to the Council prior to the execution of this Agreement, no other person has any interest either legal or equitable in the Land.

6.3 Obtained consents

The Owners warrant that it has obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the land and that these authorities or consents are attached to this Agreement.

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Section 173 Agreement – Ontario Avenue, Mildura

7. ADDITIONAL MATTERS**7.1 Severance**

If any provision of this Agreement is not valid it shall not effect the validity of the other provisions of this Agreement but shall be read down or severed so as to leave the other provisions of this Agreement in effect.

7.2 Proper law

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

7.3 Joint & several

This Agreement is binding on the Owner and the Owners for the time being of any Lot created by the Development. In the event that there is more than one owner of any Lot the covenants, undertakings, warranties and liabilities of the Owner of the Lot shall be joint and several.

7.4 No Waiver

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

8. DEFAULT OF OWNER

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

EXECUTED as a deed.

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\$97

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Section 173 Agreement – Ontario Avenue, Mildura

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




Councillor John Arnold


Councillor Vernon Knight


Chief Executive Officer

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




Chairman


Member

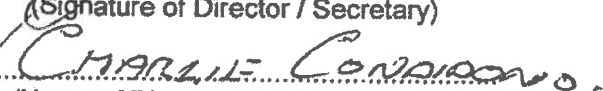

Managing Director

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

.....
(Signature of Director)

.....
(Name of Director in Full)


(Signature of Director / Secretary)


(Name of Director / Secretary in Full)

Section 173 Agreement – Ontario Avenue, Mildura

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MORTGAGEE'S CONSENT

WESTPAC BANKING CORPORATION being the registered Mortgagee under Mortgage No **AE798481U** which encumbers the land described in clause 1 in the attached agreement **HEREBY CONSENTS** to the Owner encumbering the land with the within Agreement.

DATED this Ninth day of NOVEMBER 2007.

FOR AND ON BEHALF OF
WESTPAC BANKING CORPORATION



DAVID MESSENGER
SOLICITOR

111 LIME AVE.
MILDURA 3500

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

DX: 50004
FAX: (03) 5022 1313

Your Ref:

My Ref: DRM/WQ 17234

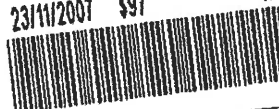
21 November 2007

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

AF487598X

23/11/2007 \$97

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Dear Madam,

PLAN OF SUBDIVISION 603881C

Applicant - CONROC DEVELOPMENTS PTY LTD -

Pty: Cnr Sixteenth Street & Ontario Avenue, Mildura 3500

Certificate of Title Volume 2231 Folio 117

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

Enclosed is copy Lodgement Summary Report for your reference.

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

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

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

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

Yours faithfully

David Messenger
Enc.

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

PERPETUAL

913A

Ref:

Customer Code:

AH508550A

21/09/2010 \$292 45



MADE AVAILABLE / CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

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

Land: (volume and folio reference)

Certificate of Title Volume 11185 Folio 531

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

all its estate and interest in fee simple

Consideration:

\$69,000.00

Transferor: (full name)

CONROC DEVELOPMENTS PTY LTD (ACN 119 993 074)

Transferee: (full name and address including postcode)

KELLY ELLISE COOKE of 489 Koorlong Avenue Irymple VIC 3498

Directing Party: (full name)

Creation and/or Reservation and/or Covenant:

AND the said KELLY ELLISE COOKE for herself and her transferees the registered proprietors for the time being of the land transferred and every part thereof DO HEREBY as a separate covenant COVENANT with the said CONROC DEVELOPMENTS PTY LTD ACN 119 993 074 and the other registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No. PS627699F and every part thereof (other than the land hereby transferred) as follows:

1. That they, their heirs, executors, administrators and assigns will not erect or cause or suffer to be erected upon the said Lot more than one main building which shall not be less than 120m2 in floor area and that such building shall not be other than a building that is a Class 1a (i) Building as defined in Part A3.2 of the Building Code of Australia 1990 as amended and that such building and Lot or any part thereof shall not be further subdivided under the provisions of the subdivision Act 1988 or any amendment, modification or re-enactment of or substitution of that Act.

[Signature]
 Approval No: 2001089A ORDER TO REGISTER
 Please register and issue title to

Continued on T2 Page 2

T2



Signed

Cust. Code:

STAMP DUTY USE ONLY

Perpetual Mortgage Services Pty Ltd	
DRS	AP 480
Vic Duty	\$1,406.00
Consideration	\$69,000.00
Trans No.	6230/2010
Endorse Date	08/09/2010
Section	Original
ZHAND Signature	<i>[Signature]</i>

*Law Perfect Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



1. THAT they, their heirs, executors, administrators or assigns will not at any time erect, construct, or build or allow to remain erected or constructed or built on the said land, or any part thereof, any dwelling house with external walls of any material other than brick (which definition shall not be extended to mean mud brick), brick veneer, or stone.
3. THAT they, their heirs, executors, administrators and assigns will not erect or cause or permit or suffer to be erected or remain erected any fence or wall on the said land to divide it from the road frontage nor any portion of the said land which lies closer to the road frontage than six metres nor to fence or divide the said land from the immediate adjoining lots on the said Plan of Subdivision closer than six metres from the road frontage.
4. THAT they, their heirs, executors, administrators and assigns will not erect or cause or suffer to be erected on the rear boundary or any side boundary within the building alignment of the said Lot any fence other than a fence of a minimum height of 1.80 metres of zincalume steel panel type construction with an oven baked exterior finish of "Cream" colour in the colourbond colour range.
5. THAT they, their heirs, executors, administrators and assigns will not erect or cause or suffer to be erected upon the said Lot any shed or outbuilding of any material other than brick, brick veneer or stone or "Cream" colour in the colourbond steel colour range.
6. THAT they, their heirs, executors, administrators and assigns will not erect or cause or suffer to be erected upon the said Lot any carport or garage except under the roof line of the main dwelling.
7. THAT they, their heirs, executors, administrators and assigns will not erect or cause or suffer to be erected on the said Lot any transportable, prefabricated or moveable dwelling house moved in whole or in part from another site or place of construction.
8. THAT they, their heirs, executors, administrators and assigns will not use or permit or suffer to be used the said land or any part thereof for any purpose other than residential purposes and they shall not be permitted to store any material or goods including but not limited to trucks, semi-trailers or truck trailers of any type other than goods or materials or motor vehicles commonly stored at or on residential premises.
9. THAT they, their heirs, executors, administrators and assigns will not allow permit or suffer to be permitted the buildings and gardens on the said Lot to become ruinous dilapidated or unkempt or neglected.

AND IT IS HEREBY AGREED AS FOLLOWS:

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

Dated: 02/09/2010

Execution and attestation

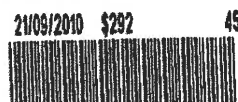
Approval No: 2001089A

T2 Page 2



*Law Perfect Pty Ltd

AH508550A



THE BACK OF THIS FORM MUST NOT BE USED.
Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

ANNEXURE PAGE

Transfer of Land Act 1958

This is page 3 of *Approved Form T2* dated 02/01/10
between CONROC DEVELOPMENTS PTY LTD (ACN 119 993 074) AND
KELLY ELLISE COOKE

Signatures of the parties



Panel Heading

Executed by CONROC DEVELOPMENTS PTY LTD ACN 119 993 074 in accordance with Section 127 of the Corporations Act 2001 by being signed by the person who is authorised to sign for the company:)

Sole Director & Sole Company Secretary

Full name & Usual address

Charles Condolotto
Lot 2 Karadoc Avenue, Trymple VIC 3498

full name
full Address

Signed by KELLY ELLISE COOKE in the presence of:)

Witness:)

KELLY ELLISE COOKE

Approval No: 2001089A

A1



*Law Perfect Pty Ltd

1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

Property Report from www.land.vic.gov.au on 07 April 2020 10:05 AM

Lot and Plan Number: Lot 55 PS627699

Address: 14 CONDOR DRIVE MILDURA 3500

Standard Parcel Identifier (SPI): 55\PS627699

Local Government (Council): MILDURA **Council Property Number:** 404046

Directory Reference: VicRoads 534 G10

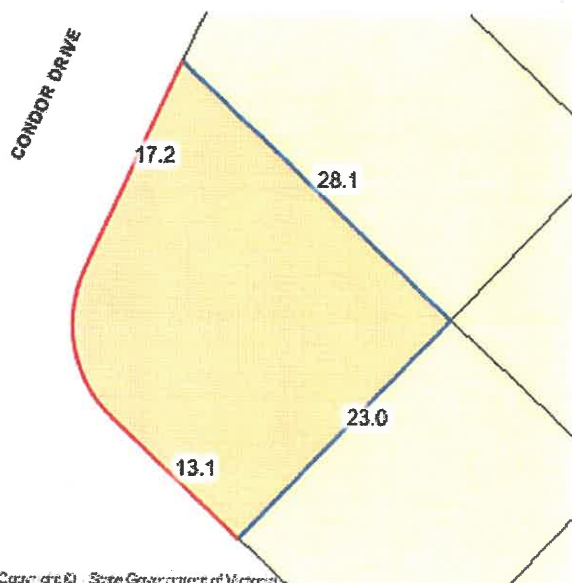
This parcel is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

Site Dimensions

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



Area: 546 sq. m

Perimeter: 93 m

For this parcel:

— Site boundaries

— Road frontages

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

14 dimensions shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MILDURA

Utilities

Rural Water Corporation: Lower Murray Water

Urban Water Corporation: Lower Murray Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)
DEVELOPMENT PLAN OVERLAY (DPO)
DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)
SALINITY MANAGEMENT OVERLAY (SMO)
SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)

Planning scheme data last updated on 1 April 2020.

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 [Planning Schemes Online](#)

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](#)

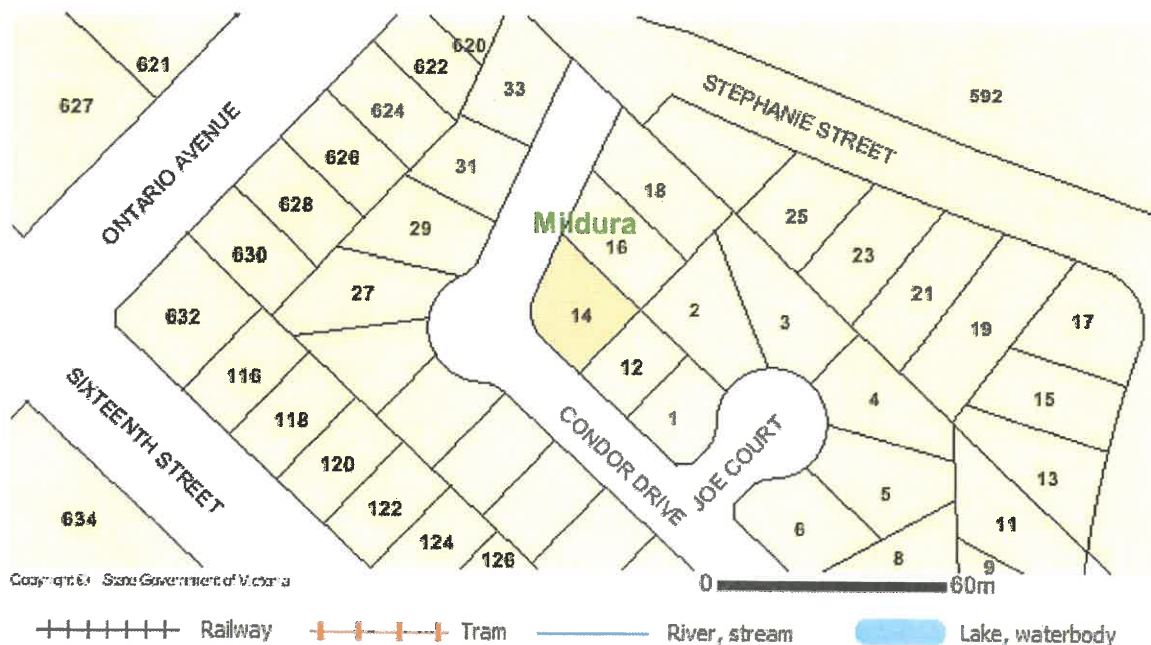
The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 07 April 2020 10:06 AM

PROPERTY DETAILS

Address: 14 CONDOR DRIVE MILDURA 3500
Lot and Plan Number: Lot 55 PS627699
Standard Parcel Identifier (SPI): 55\PS627699
Local Government Area (Council): MILDURA
Council Property Number: 404046
Planning Scheme: Mildura
Directory Reference: VicRoads 534 G10

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

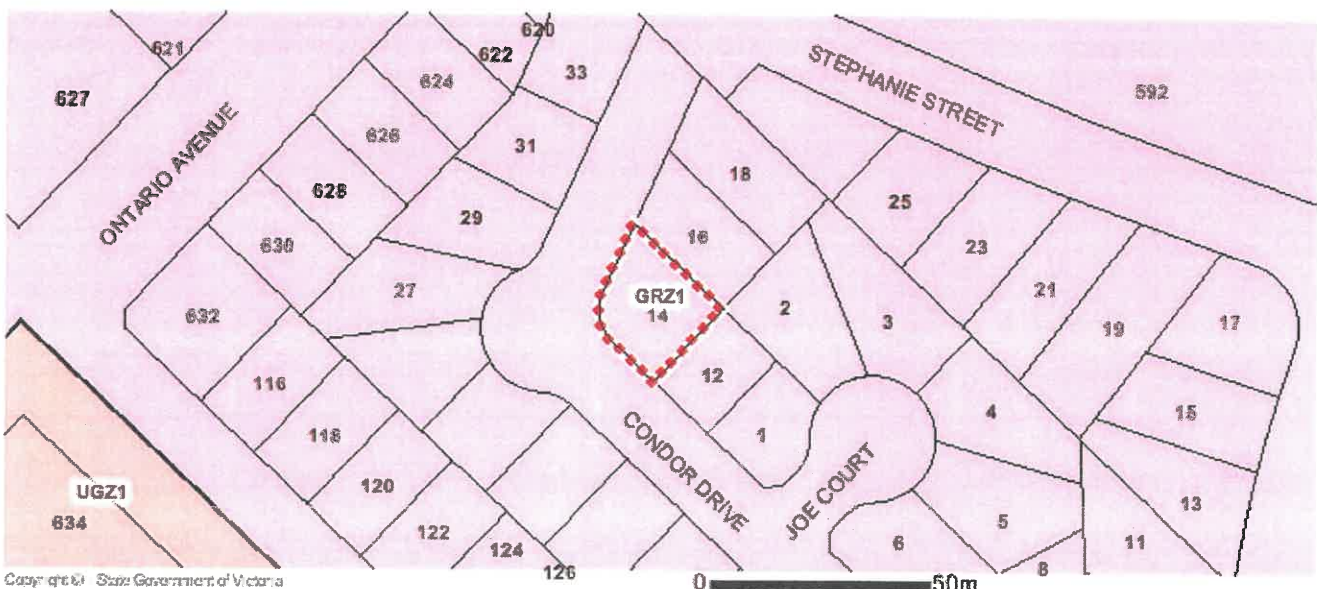
STATE ELECTORATES

Legislative Council: NORTHERN VICTORIA
Legislative Assembly: MILDURA

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



Source: © State Government of Victoria

GRZ - General Residential

UGZ - Urban Growth

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

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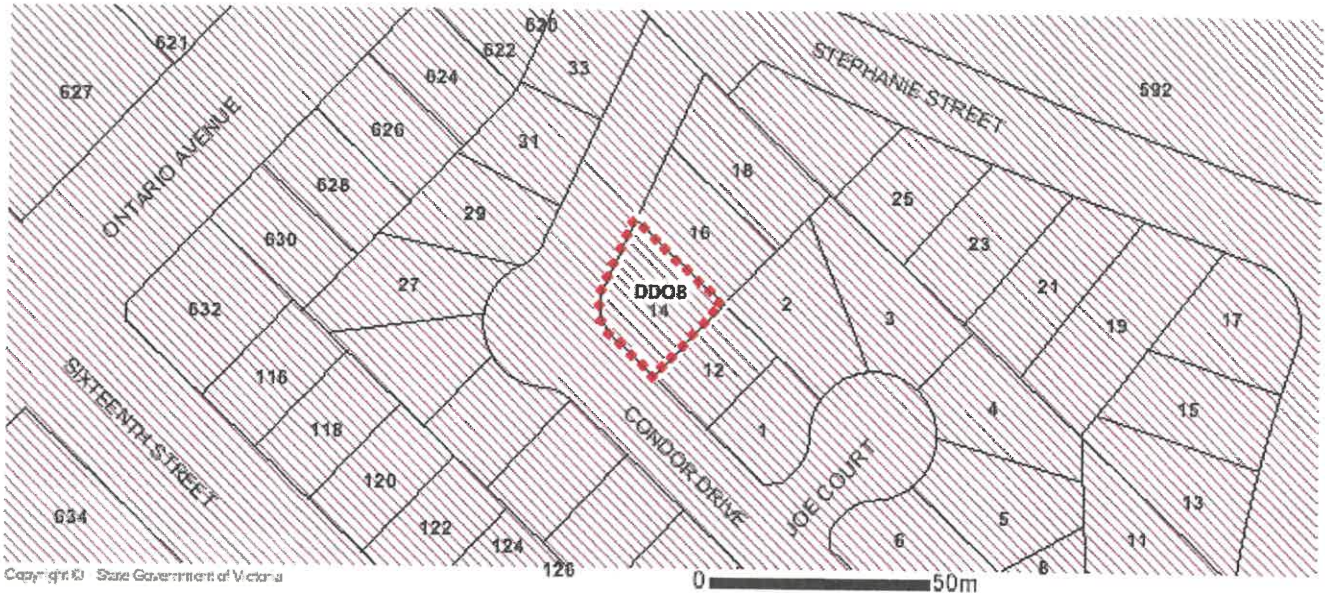
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 14 CONDOR DRIVE MILDURA 3500

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



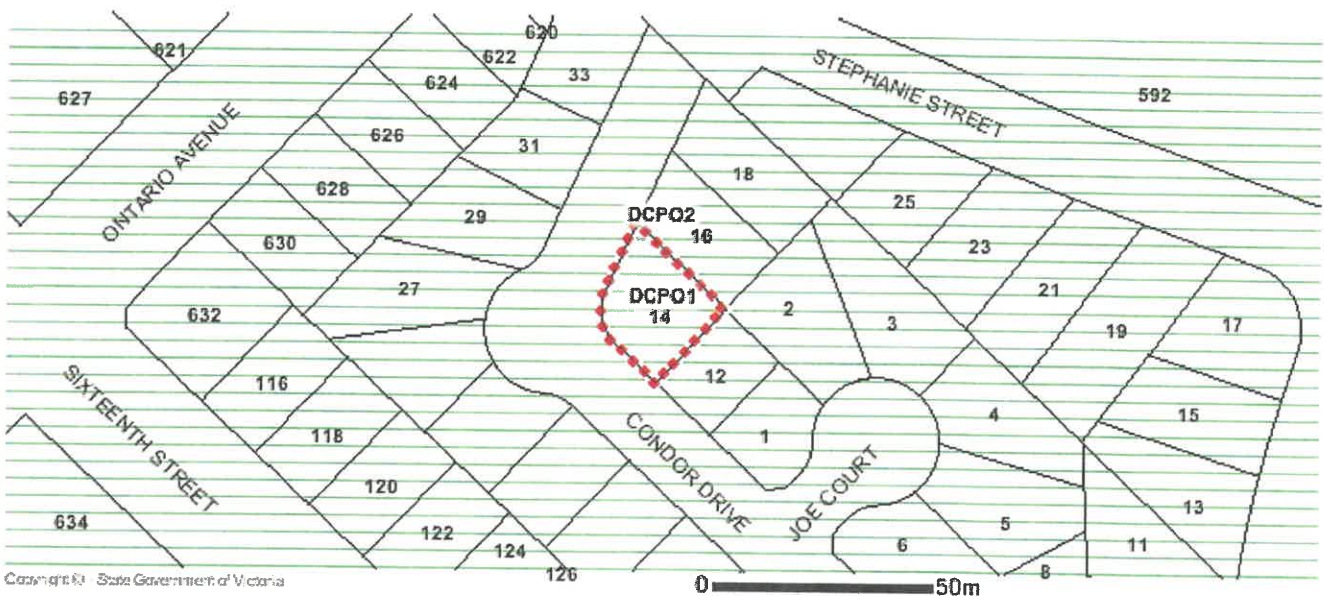
 **DDO - Design and Development**

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

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



 **DCPO - Development Contributions Plan**

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

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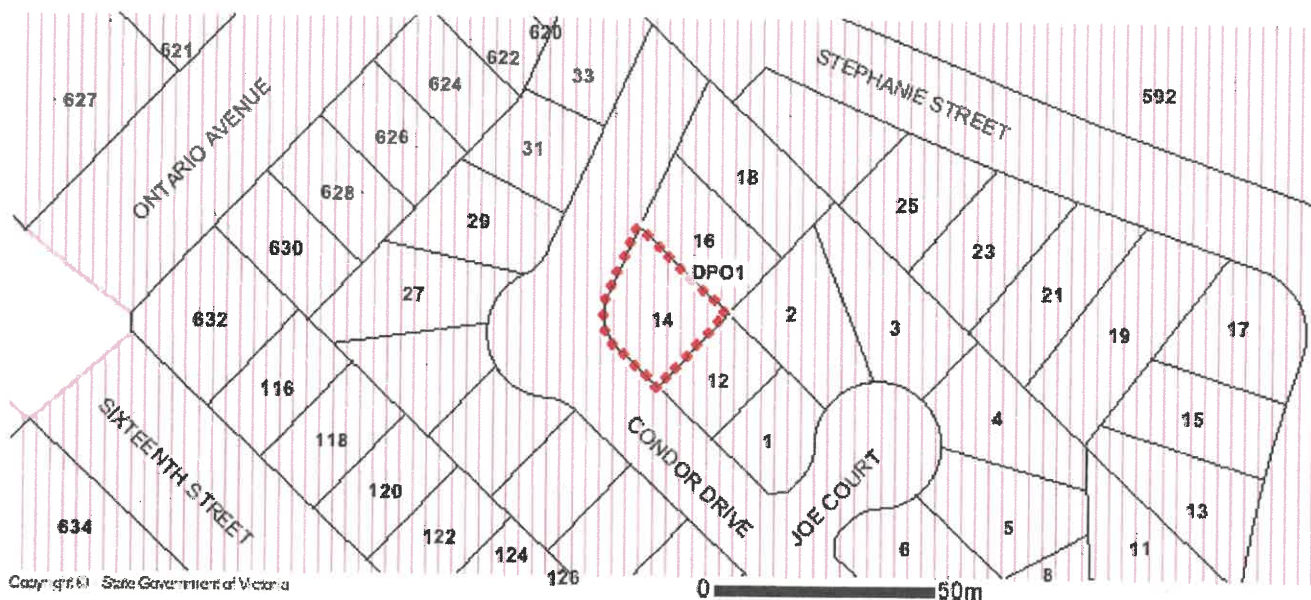
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 14 CONDOR DRIVE MILDURA 3500

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)

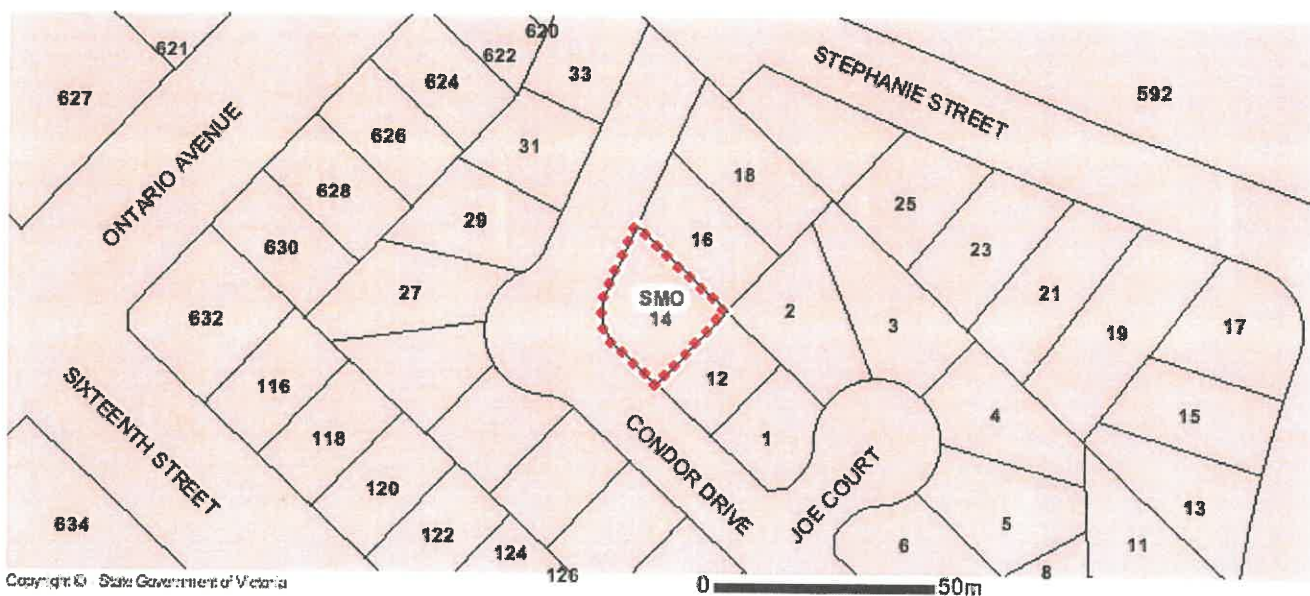


DPO1 DPO - Development Plan

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

SALINITY MANAGEMENT OVERLAY (SMO)

SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)



SMO SMO - Salinity Management

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

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PLANNING PROPERTY REPORT: 14 CONDOR DRIVE MILDURA 3500

Further Planning Information

Planning scheme data last updated on 1 April 2020.

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>

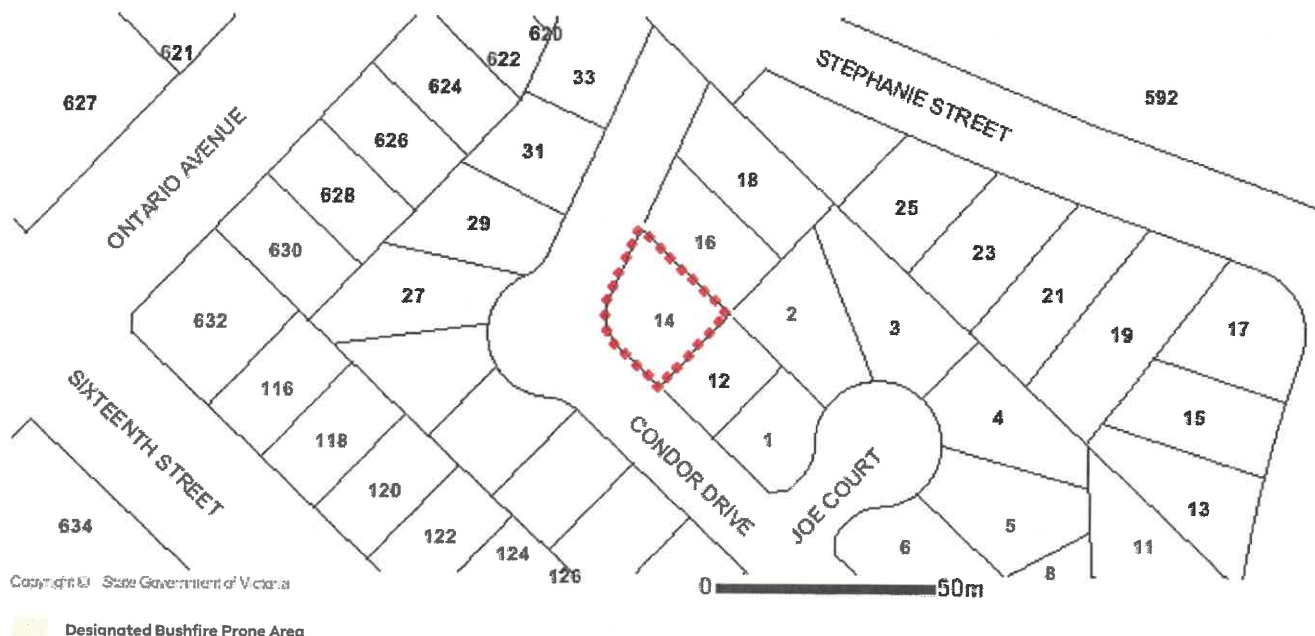
For details of surrounding properties, use this service to get the Reports for properties of interest.

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>

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

Rural Drainage

Channel

Gravity Pipeline

Rising Main

Retired Channel

Retired Pipeline

0 11.17 22.3

Meters

1:586

Printed: 14/04/2020

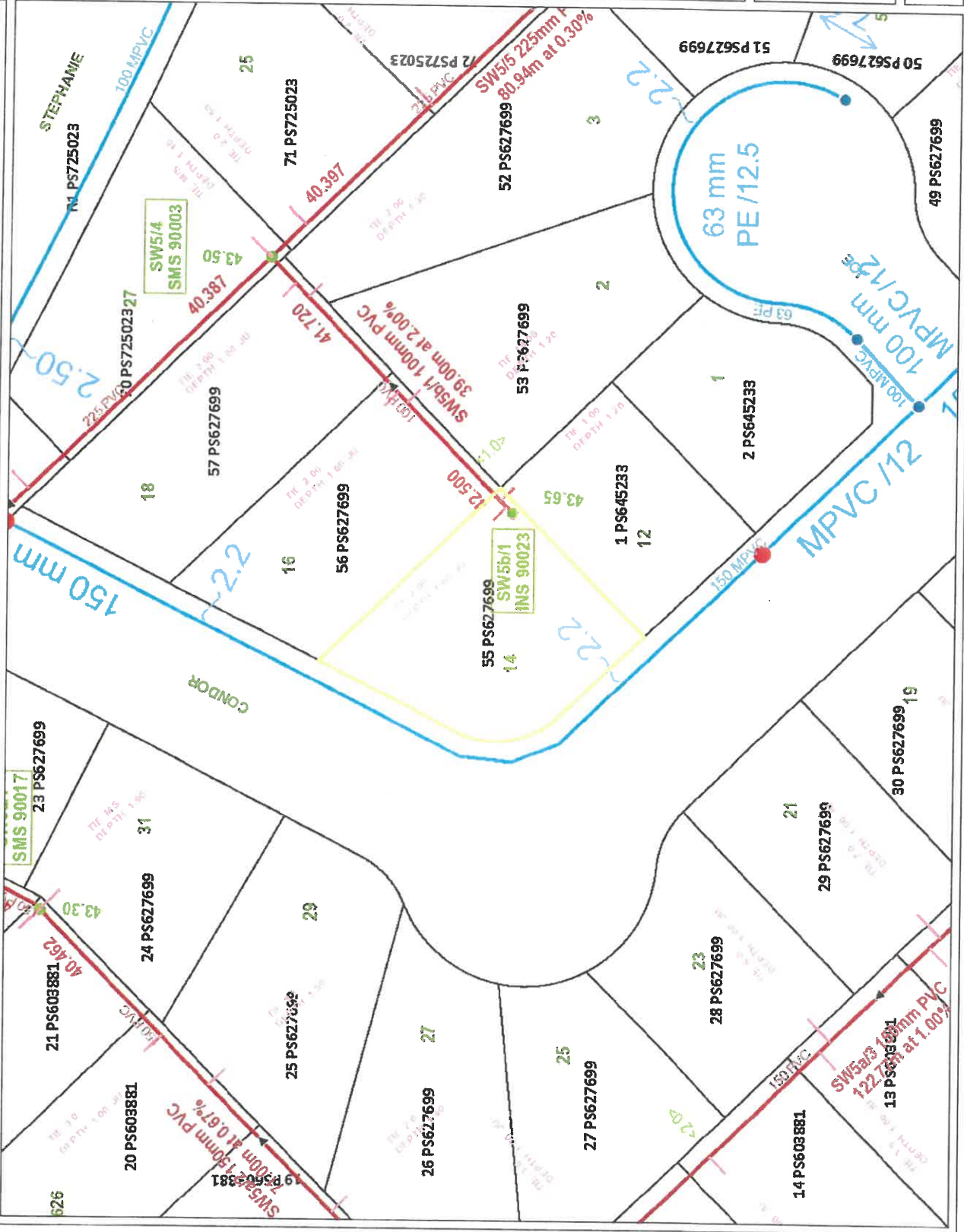
GDA_1994_MGA_Zone_54

© Lower Murray Urban

and Rural Water Corporation

Notes/Comments

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



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

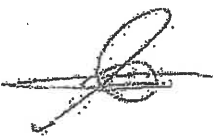
Some land within the municipality of the Mildura Rural City Council contains high levels of salt resulting in a condition commonly referred to as 'salinity'. Salinity can result in 'salt damp' or 'rising damp and salt attack' which can cause damage to certain building materials such as concrete and masonry.

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

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

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

Yours sincerely



Mark Yantzes

MUNICIPAL BUILDING SURVEYOR

MY/mn

Due diligence checklist for home buyers

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

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

Sellers or estate agents must:

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

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

Urban living

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

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

Buying into an Owners Corporation

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

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

Growth areas

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

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

Flood and fire risk

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

More information:

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

Rural properties

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

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

Earth resource activity, such as mining

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

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

Soil and groundwater contamination

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

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

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

Land boundaries

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

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

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

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

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

Proposed or granted planning permits

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

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

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

Safety

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

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

Building permits

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

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

Aboriginal cultural heritage and building plans

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

Insurance cover for recent building or renovation works

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

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

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

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

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

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

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

Buyers' rights

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

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

Professional associations and bodies that may be helpful:

* Archicentre website

[Association of Consulting Surveyors Victoria website](#)

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

[Institute of Surveyors Victoria website](#)

[Law institute of Victoria website](#)

[Real Estate Institute of Victoria website](#)

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

Government of Victoria (Consumer Affairs Victoria) 2014

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

Vendor: Kelly Ellise Boyd

-

Vendor's Section 32 Statement

-

Property: 14 Condor Drive, Mildura

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

Phone: 03 50 235355
Facsimile: 03 50 235653
Ref: 20238 Boyd (Sally)