

# SECTION 32 STATEMENT

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

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**Vendor:** Shaun Peter Reddick

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**Property:** 8 Joseph Court RED CLIFFS VIC 3496

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**VENDORS REPRESENTATIVE**

Mildura Property Transfers Pty Ltd  
43 Lemon Avenue, Mildura 3500

PO Box 1012  
MILDURA VIC 3502

Tel: 03 5022 9300  
Email: [jenni@mildurapropertytransfers.com.au](mailto:jenni@mildurapropertytransfers.com.au)

Ref: Jenni Foster

SECTION 32 STATEMENT  
8 JOSEPH COURT RED CLIFFS VIC 3496

**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-

<b>Provider</b>	<b>Amount (&amp; interest if any)</b>	<b>Period</b>
Mildura Rural City Council	\$2,670.54	Per annum
Lower Murray Water	\$ 194.97	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:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

- (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;~~

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8 JOSEPH COURT RED CLIFFS VIC 3496

- ~~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	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.

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8 JOSEPH COURT RED CLIFFS VIC 3496

- (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 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**

3/11/2023

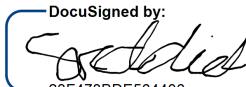
/20

23

**Name of the Vendor**

Shaun Peter Reddick

**Signature/s of the Vendor**

x   
23F473BDE564406...

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

23

**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 12239 Folio 574**

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

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

VOLUME 12239 FOLIO 574

Security no : 124110138636U  
Produced 30/10/2023 02:08 PM

LAND DESCRIPTION

Lot 42 on Plan of Subdivision 648031A.  
PARENT TITLE Volume 11569 Folio 792  
Created by instrument PS648031A 07/08/2020

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
SHAUN PETER REDDICK of 8 JOSEPH COURT RED CLIFFS VIC 3496  
AT601063N 14/09/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU226589D 12/04/2021  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT AT601063N 14/09/2020

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  
AG588772M 26/06/2009

DIAGRAM LOCATION

SEE PS648031A 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: 8 JOSEPH COURT RED CLIFFS VIC 3496

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 12/04/2021

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of  
Victoria to provide this information  
via LANDATA® System. Delivered at 30/10/2023, for Order Number 81696031. Your reference: WW:333-23.**

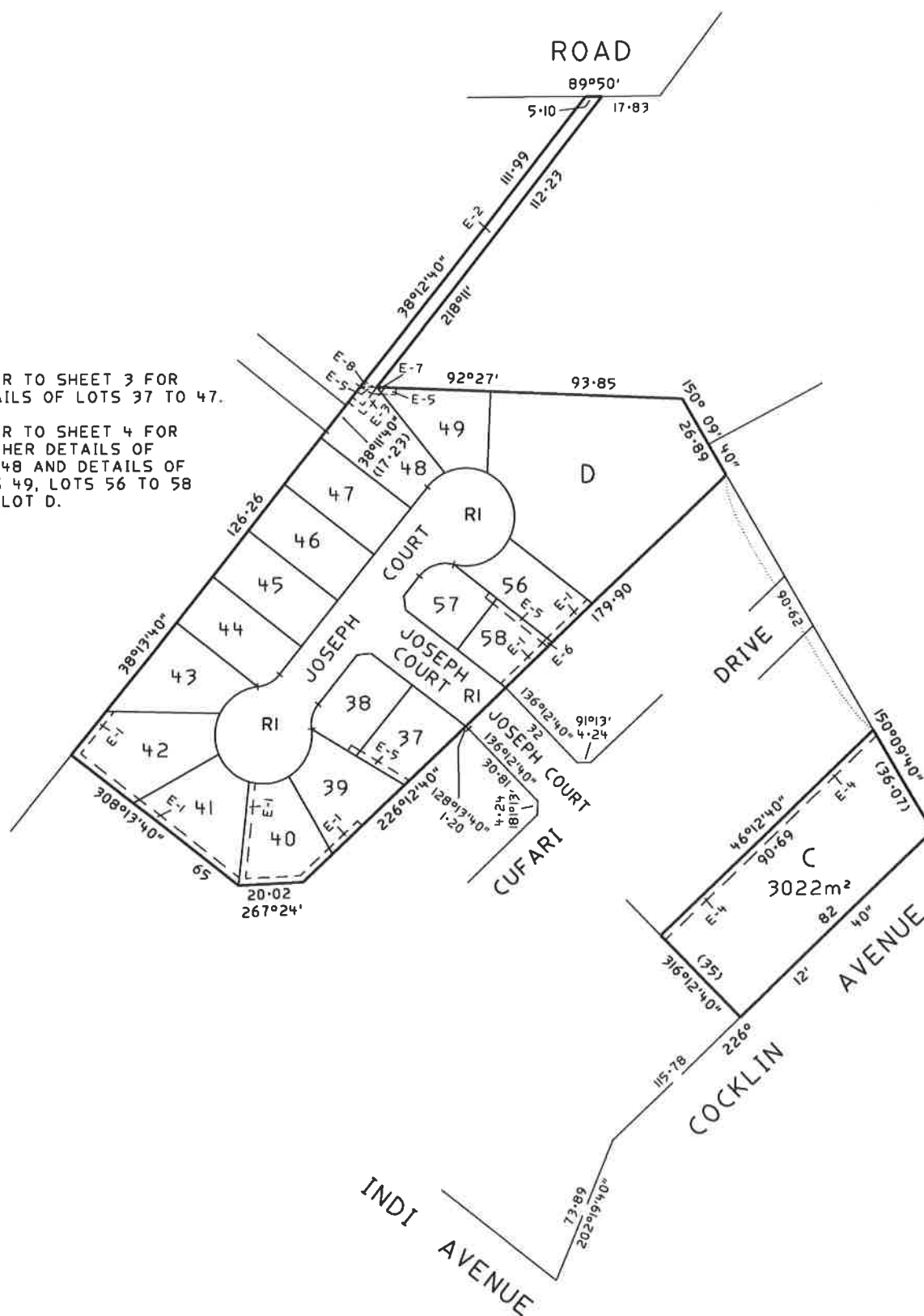


Delivered by LANDATA®, timestamp 30/10/2023 14:09 Page 1 of 4  
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

PLAN OF SUBDIVISION		LR use only EDITION 1		PS648031A	
<p>Location of Land</p> <p>Parish: MILDURA Township: _____ Section: B Crown Allotment: 237 (PART) Crown Portion: _____</p> <p>Title References: Vol 11569 Fol 792</p> <p>Last Plan Reference: PS648030C (LOT B)</p> <p>Postal Address: JOSEPH COURT, RED CLIFFS, 3496.</p> <p>MGA2020 Co-ordinates: E 610450 (01 approx. centre of plan) N 6203370 Zone 54</p>		<p>Council Name: Mildura Rural City Council</p> <p>Council Reference Number: 007.2018.00000422.001 Planning Permit Reference: 005.2018.00000422.001 SPEAR Reference Number: S138599C</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Natalie Jayne Turvey for Mildura Rural City Council on 07/07/2020</p> <p>Statement of Compliance issued: 10/07/2020</p>			
Vesting of Roads or Reserves		Notations			
Identifier	Council/Body/Person				
ROAD RI	MILDURA RURAL CITY COUNCIL				
Notations		LOTS 1 TO 36, LOTS 50 TO 55 AND LOTS A & B HAVE BEEN OMITTED FROM THIS PLAN.			
Depth Limitation: 15 Metres below the surface. Applies to all the land in this plan.					
Survey:- This plan is / <del>is not</del> based on survey.					
To be completed where applicable. This survey has been connected to permanent marks no(s).129, 221, 222 & 1183.  In Proclaimed Survey Area no.30 Staging This <del>is</del> is not a staged subdivision Planning Permit No.005.2018.00000422.001					
Easement Information					
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE	2	THIS PLAN	MILDURA RURAL CITY COUNCIL	
E-2	CARRIAGEWAY	SEE DIAG. 2	PS442281X	LOT 1 ON PS442281X	
E-3	WATER SUPPLY	2	PS442281X	LOT 1 ON PS442281X	
E-4	PIPELINE OR ANCILLARY PURPOSES	2	PS648030C & SECTION 136 WATER ACT 1989.	LOWER MURRAY URBAN & RURAL WATER CORPORATION	
E-5	PIPELINE OR ANCILLARY PURPOSES	2	THIS PLAN & SECTION 136 WATER ACT 1989.	LOWER MURRAY URBAN & RURAL WATER CORPORATION	
E-6	DRAINAGE PIPELINE OR ANCILLARY PURPOSES	2	THIS PLAN & SECTION 136 WATER ACT 1989.	MILDURA RURAL CITY COUNCIL LOWER MURRAY URBAN & RURAL WATER CORPORATION	
E-7	WATER SUPPLY PIPELINE OR ANCILLARY PURPOSES	2	PS442281X THIS PLAN & SECTION 136 WATER ACT 1989.	LOT 1 ON PS442281X LOWER MURRAY URBAN & RURAL WATER CORPORATION	
E-8	CARRIAGEWAY PIPELINE OR ANCILLARY PURPOSES	SEE DIAG.	PS442281X THIS PLAN & SECTION 136 WATER ACT 1989.	LOT 1 ON PS442281X LOWER MURRAY URBAN & RURAL WATER CORPORATION	
FREEMAN & FREEMAN LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239 EMAIL: ffsurvey@ncable.com.au		SURVEYORS REF : 7057/C		ORIGINAL SHEET SIZE : A3	Sheet 1 of 4 Sheets
		Digitally signed by: Robert Bruce Freeman, Licensed Surveyor, Surveyor's Plan Version (8), 01/04/2020, SPEAR Ref: S138599C		PLAN REGISTERED TIME: 06:12 pm DATE: 07/08/2020 Assistant Registrar of Titles	

MGA2020 NORTH  
ZONE 54

REFER TO SHEET 4 FOR  
FURTHER DETAILS OF  
LOT 48 AND DETAILS OF  
LOTS 49, LOTS 56 TO 58  
AND LOT D.



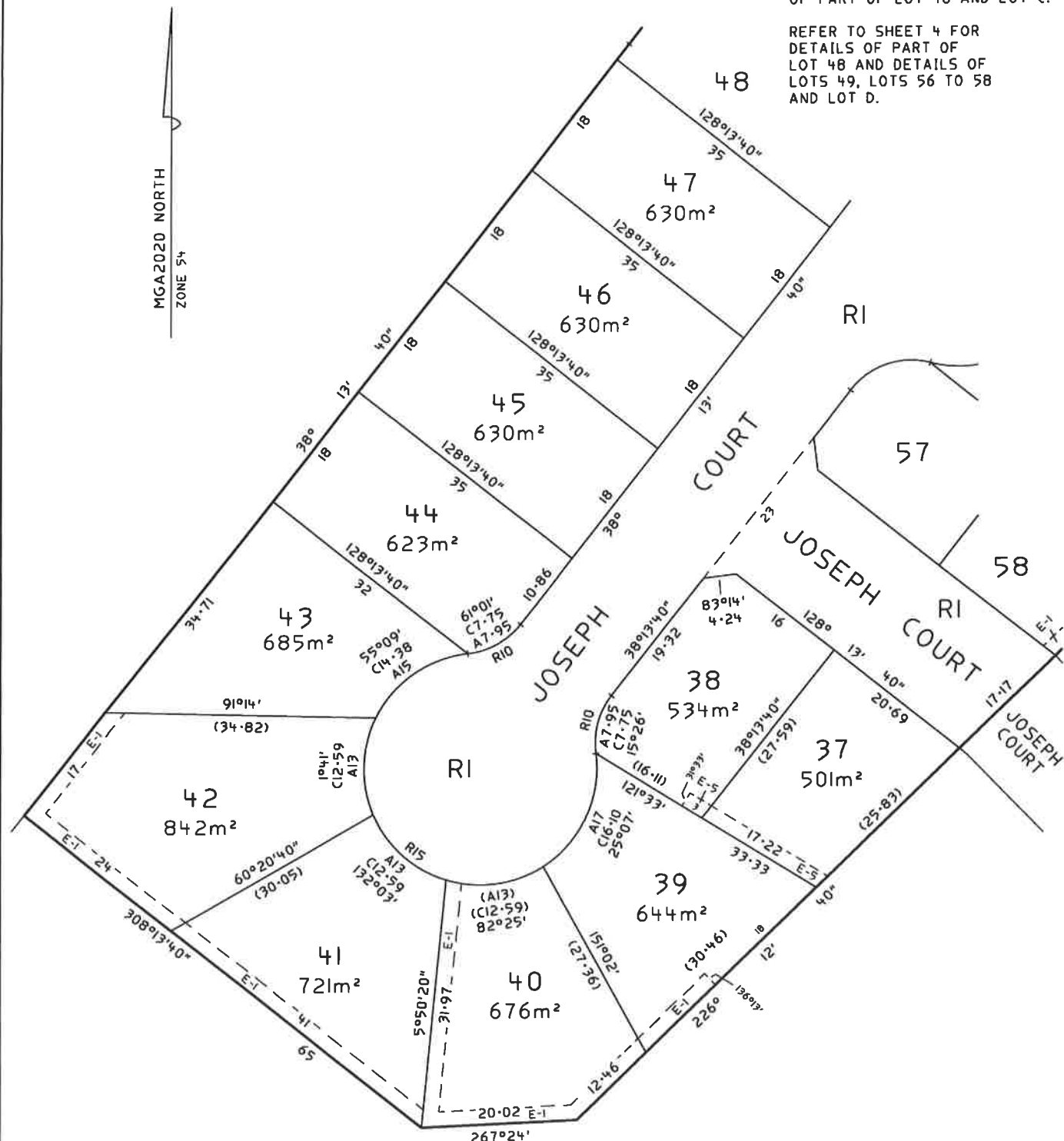
EMAIL: [ffsurvey@ncable.com.au](mailto:ffsurvey@ncable.com.au)

12.5 0 12.5 25 37.5 50  
LENGTHS ARE IN METRES

Sheet 2

Digitally signed by:  
Mildura Rural City Council,  
07/07/2020,  
SPEAR Ref: S138599C

PS648031A

REFER TO SHEET 2 FOR DETAILS  
OF PART OF LOT 48 AND LOT C.REFER TO SHEET 4 FOR  
DETAILS OF PART OF  
LOT 48 AND DETAILS OF  
LOTS 49, LOTS 56 TO 58  
AND LOT D.MGA2020 NORTH  
ZONE 54

SURVEYORS REF : 7057/C

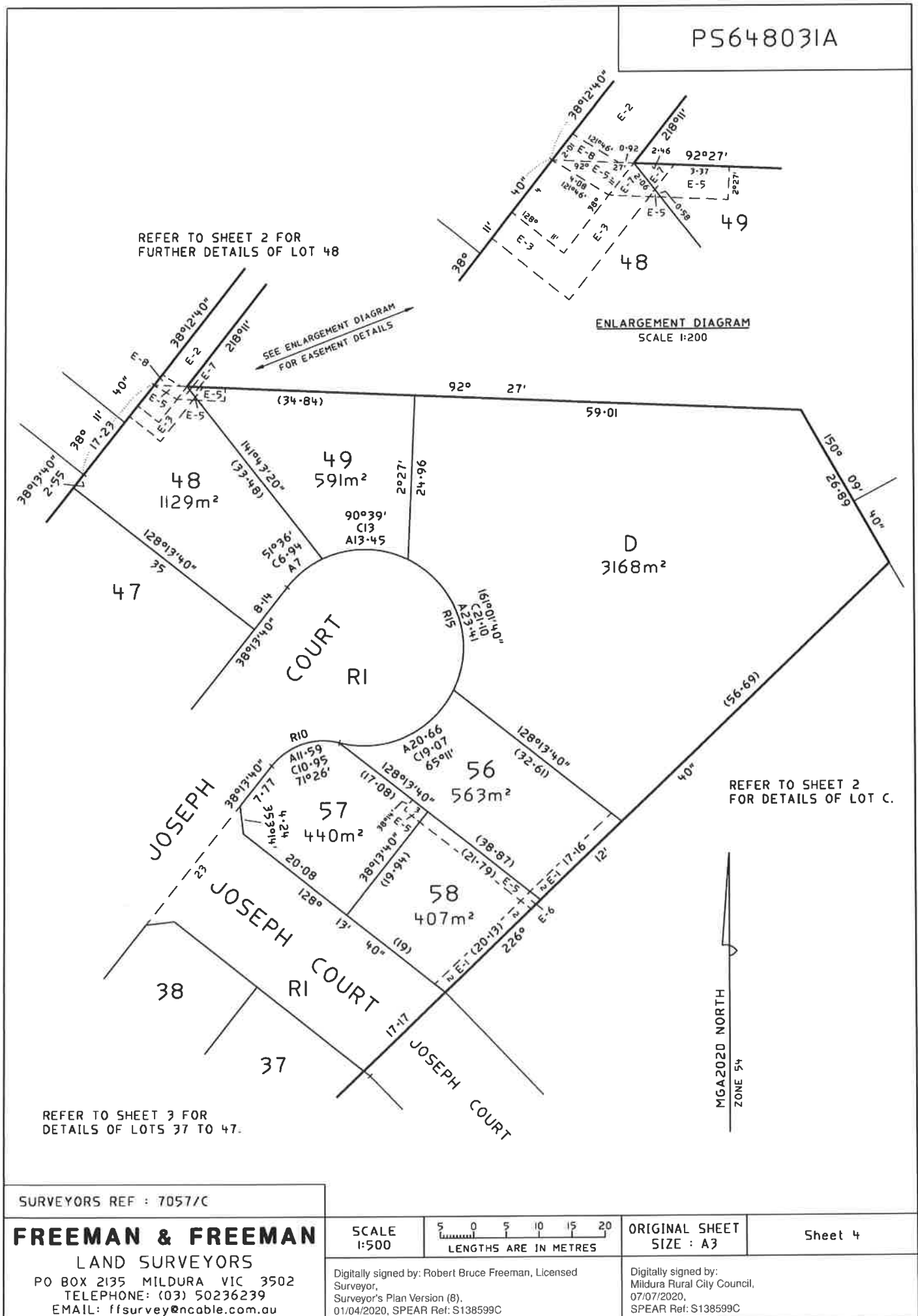
**FREEMAN & FREEMAN**  
LAND SURVEYORSPO BOX 2135 MILDURA VIC 3502  
TELEPHONE: (03) 50236239  
EMAIL: ffsurvey@ncable.com.auSCALE  
1:500

LENGTHS ARE IN METRES

Digitally signed by: Robert Bruce Freeman, Licensed  
Surveyor,  
Surveyor's Plan Version (B).  
01/04/2020, SPEAR Ref: S138599CORIGINAL SHEET  
SIZE : A3

Sheet 3

Digitally signed by:  
Mildura Rural City Council,  
07/07/2020,  
SPEAR Ref: S138599C





# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 30/10/2023 03:28:48 PM

Status	Registered	Dealing Number	AT601063N
Date and Time Lodged	14/09/2020 12:46:07 PM		

### Lodger Details

Lodger Code	19620L
Name	MARTIN IRWIN AND RICHARDS LAWYERS PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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

### Land Title Reference

12239/574

### Transferor(s)

Name	P & S CUFARI & SONS PTY LTD
ACN	094202409

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 72000.00

### Transferee(s)

<b>Tenancy (inc. share)</b>	Sole Proprietor
Given Name(s)	SHAUN PETER
Family Name	REDDICK
Address	
Street Number	8
Street Name	JOSEPH



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Street Type	COURT
Locality	RED CLIFFS
State	VIC
Postcode	3496

### Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land	the Land
Benefited land	MCP: AA6472
Restrictive covenant	MCP: AA6472
Expiry Date	

### Duty Transaction ID

4901637

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

### Execution

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

Executed on behalf of	SHAUN PETER REDDICK
Signer Name	ALIX EMILY O'DONNELL
Signer Organisation	MARTIN MIDDLETON OATES LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	14 SEPTEMBER 2020

### Execution

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

Executed on behalf of	P & S CUFARI & SONS PTY LTD
Signer Name	GIOVANNI ROCCISANO
Signer Organisation	MALONEY ANDERSON LEGAL
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	14 SEPTEMBER 2020

### File Notes:

NIL

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



## Department of Environment, Land, Water & Planning

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### Electronic Instrument Statement

Statement End.

AA6472

## Memorandum of common provisions

### Section 91A Transfer of Land Act 1958

#### Privacy Collection Statement

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Lodged by	
Name:	Maloney Anderson Legal
Phone:	03 5021 6200
Address:	70 Deakin Avenue, Mildura VIC 3500
Reference:	JR:KL 20-1375
Customer code:	13301L

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

#### Provisions:

AND THE SAID transferee for themselves and their 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 transferors and the other registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision PS648031A and every part thereof (other than the land hereby transferred) as follows:

- (a) They 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 one hundred and thirty square metres (130m<sup>2</sup>) in floor area and that such building shall not be other than a building that is a Class 1a(i) 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 registered under the provision of the Subdivision Act 1988 or any amendment, modification or re-enactment of or substitution of that Act.
- (b) They will not erect or cause or suffer to be erected or allow to remain upon the said land any dwelling house (except for the usual outbuildings) with more than fifty per centum of the external walls of any material other than brick (which definition shall not be extended to mean mud-brick), brick veneer or stone and shall not roof such dwelling with material other than tiles, colour bond steel or zinc aluminium and that any roof shall not be pitched at an angle less than ten degrees.
- (c) They will not erect or cause or suffer to be erected or allow to remain upon the said land any transportable, prefabricated or moveable dwelling house or any existing dwelling house moved in whole or in part from another site or place of construction.
- (d) They will not erect or cause or suffer to be erected or allow to remain upon on the rear boundary or any side boundary within the building alignment of the said land any fence other than a fence of a minimum height of 1.80 metres of zincalume steel panel type construction with an oven baked exterior finish such as colour bond.

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 2

**THE BACK OF THIS FORM MUST NOT BE USED**Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us



AA6472

**Memorandum of common provisions**  
**Section 91A Transfer of Land Act 1958**

- (e) They shall not use or permit or suffer to be used or allow to be used the said land or any part thereof for any purpose other than residential purposes and they shall not be permitted to store any materials vehicles including but not limited to, trucks, semi trailers or truck trailers of any type other than goods or materials or motor vehicles commonly stored at or on residential premises.
- (f) They shall not landscape and maintain all gardens, lawns and garden beds on the said land other than to a good standard having regards to the amenity of the area being all lots on the said Plan of Subdivision.

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91ATLA

V3

Page 2 of 2

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

**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:** P & S CUFARI & SONS PTY LTD  
**Customer Code:** 1008B

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

**LAND:** Lot 2 on PS415080M contained in Certificate of Title Volume 10365 Folio 946; and  
Lot 2 on PS442281X contained in Certificate of Title Volume 10555 Folio 773  
**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

**AG588772M**

26/06/2009 \$99.90 173



**MILDURA RURAL CITY COUNCIL**

**and**

**P & S CUFARI & SONS PTY LTD  
(ACN 094 202 409)**

**SECTION 173 AGREEMENT  
INDI AVENUE & TAMBO ROAD, RED CLIFFS**



**Martin Irwin & Richards  
Lawyers**

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

**Phone: 03 5023 7900  
Fax: 03 5021 2700  
Ref: KEM:DD 09-0714**



Section 173 Agreement – Indi Avenue & Tambo Road, Red Cliffs

**THIS AGREEMENT** is made on the 17<sup>th</sup> day of June 2009.

**PARTIES**

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

**AND** P & S CUFARI & SONS PTY LTD whose registered address is 618 Etiwanda 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 Owner has made an application to the Council for a planning permit under the Planning Scheme for the development of the Land for a 137 lot staged (12 stage) subdivision ("the Development").
- D. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 25 August 2004, amended on 28 July 2005 and numbered P03/297 ("the Permit").
- E. Condition 3 of the Permit provides:
3. Prior to the issue of a Statement of Compliance, the owner must enter into an agreement with the Responsible Authority in accordance with Section 173 of the Planning and Environment Act, 1987. The agreement must be prepared by Council to provide the following:

- Any future residential development on the lot that is adjacent to the boundary with the reserve must have a frontage to the reserve to the satisfaction of the Responsible Authority. There must be no solid (must be more than 50% transparent) fencing on the boundary of the site and the reserve to the satisfaction of the Responsible Authority.

**AG588772M**

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Section 173 Agreement – Indi Avenue &amp; Tambo Road, Red Cliffs

This agreement is to be registered on the title to Lots 5, 6, 7, 9, 32 & 33 and any cost associated with its preparation 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 Indi Avenue & Tambo Road Red Cliffs in the State of Victoria and described as:

- Lot 2 on PS415080M contained in Certificate of Title Volume 10365 Folio 946; and
- Lot 2 on PS442281X contained in Certificate of Title Volume 10555 Folio 773.

“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 P03/297 issued by the Council on 25 August 2004 and amended on 28 July 2005.

“Reserve” means Reserve Number One being a reserve for drainage and public open space delineated on the endorsed Plan being PS503522Q.

**2. INTERPRETATION**

In this Agreement, unless a contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) words importing any gender include all other genders;
- (c) “person” includes a firm, a body corporate, or an unincorporated association;

**AG588772M**

26/06/2009 \$99.90 173



Section 173 Agreement – Indi Avenue &amp; Tambo Road, Red Cliffs

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

### **3. SECTION 173 AGREEMENT**

#### **3.1 Agreement under Section 173 of the Act**

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

#### **3.2 Covenants Run with the Land**

The Owner 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.

#### **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



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**Section 173 Agreement – Indi Avenue & Tambo Road, Red Cliffs**

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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 Owners 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 Frontage to Reserve**

The Owner will ensure that any residential development on the land being a lot adjacent to the boundary reserve has a frontage to the reserve to the satisfaction of the Council and any other Responsible Authority.

**5.7 Fencing**

The Owner will not erect or permit to be erected any solid fencing on the boundary of the lot adjacent to the reserve and the reserve and any fencing must be more than 50% transparent and of a type approved by the Council and or any other relevant Responsible Authority.

**5.8 Directions of Council**

The Owner will follow the reasonable directions of the Council in respect of the nature of the works to be undertaken pursuant to clause 5.6.



Section 173 Agreement – Indi Avenue & Tambo Road, Red Cliffs

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## **5.9 Removal of Agreement**

This agreement shall be registered on all lots created in the subdivision but will be removed at the expense of the Owner from the Title to all lots except Lots 5, 6, 7, 9, 32 & 33 upon request.

## **6. ADDITIONAL MATTERS**

### **6.1 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.

### **6.2 Proper law**

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

### **6.3 Joint & several**

This Agreement is binding on the Owner and the Owners for the time being of Lots 5, 6, 7, 9, 32 & 33 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.

### **6.4 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.

## **7. DEFAULT OF OWNER**

In the event of the Owner defaulting or failing to perform any of the obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner and any such costs together with any amount payable to Council pursuant to this Agreement shall be capable of being



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Section 173 Agreement -- Indi Avenue & Tambo Road, Red Cliffs

recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

**EXECUTED** as a deed.

**AG588772M**

26/06/2009 \$99.90

173



Section 173 Agreement – Indi Avenue & Tambo Road, Red Cliffs

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



*J. Harris*  
Councillor Judi Harris

*Sue Nichols*  
Councillor Sue Nichols

*A. Woodward*  
A/ Chief Executive Officer

THE COMMON SEAL of P & S )  
CUFARI & SONS PTY LTD was )  
hereunto affixed in the presence of: )



Director

*J. Cufari*  
*D. Cufari*  
Director / Secretary

AG588772M

26/06/2009 \$99.90

173



Section 173 Agreement – Indi Avenue & Tambo Road, Red Cliffs

**MORTGAGEE'S CONSENT**

PRINCIPLED MORTGAGE INVESTMENTS LTD FORMERLY  
RENNICK & GAYNOR MORTGAGES LTD being the registered Mortgagee under Mortgage No  
AE505088M which encumbers the land firstly and secondly described in clause 1 in the attached  
agreement HEREBY CONSENTS to the Owner, P & S Cufari & Sons Pty Ltd, encumbering the  
land with the within Agreement.

DATED this

18<sup>th</sup>

day of

May

2009.

FOR AND ON BEHALF OF RENNICK &

GAYNOR MORTGAGES LTD

PRINCIPLED MORTGAGE INVESTMENTS

LTD FORMERLY

RENNICK & GAYNOR MORTGAGES LTD.

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

## BUILDING PERMIT

**BSU-29378/4418055639805**

**ISSUED TO:**

<b>Agent:</b>	GJ Gardner Homes Mildura	
<b>ACN / ARBN:</b>	56 133 428 633	
<b>Postal Address:</b>	54 Lime Avenue Mildura VIC 3500	
<b>Email:</b>	kelsey.hewitt@gjgardner.com.au	
<b>Address for serving or giving of documents:</b>		
<b>Postal Address:</b>	54 Lime Avenue Mildura VIC 3500	
<b>Contact Person:</b>	Kelsey Hewitt	<b>Telephone:</b> 03 5023 1199

**OWNERSHIP DETAILS:**

<b>Owner:</b>	Shaun Peter Reddick	
<b>ACN or ARBN:</b>	Not Applicable	
<b>Postal Address:</b>	2 Ramsey Court Red Cliffs VIC 3496	
<b>Email:</b>	shaunreddick@hotmail.com	
<b>Contact Person:</b>	Shaun Peter Reddick	<b>Telephone:</b> 0498 692 105

**PROPERTY DETAILS:**

<b>Number:</b> 8	<b>Street/Road:</b> Joseph Court	<b>Suburb:</b> Red Cliffs	<b>Postcode:</b> 3496
<b>Lot:</b> 42	<b>LP/PS:</b> PS648031A	<b>Volume:</b> 12239	<b>Folio:</b> 574
<b>Crown Allotment:</b> N/A	<b>Section:</b> N/A	<b>Parish:</b> N/A	<b>County:</b> N/A
<b>Municipal District:</b>	Mildura Rural City Council		

**BUILDER:**

<b>Name:</b>	Estilo Pty Ltd	<b>Telephone:</b> 03 5023 1199
<b>ACN / ARBN:</b>	56 133 428 633	
<b>Building Practitioner Registration No:</b>	CDB-U 49930	
<b>Postal Address:</b>	54 Lime Avenue Mildura VIC 3500	

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

**Building Practitioner or architect engaged to prepare documents for this permit**

Full Name	Category/class	Registration No
Malcolm Gallasch	Engineer	EC 1015
Estilo Pty Ltd	Builder	CDB-U 49930

**Details of domestic building work Insurance**

<b>Name of Builder:</b>	Estilo Pty Ltd	
<b>Insurance Provider Name:</b>	VMIA (Victorian Managed Insurance Authority)	
<b>Policy No:</b>	C574801	<b>Policy Cover:</b> \$ 249,596.00

**DETAILS OF RELEVANT PLANNING PERMIT:**

<b>Planning Permit No:</b>	Not Applicable
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**NATURE OF BUILDING WORK:**

Construction of Dwelling, Alfresco & Garage	
Version of BCA applicable to permit:	2019
Stage of building work permitted:	As per Plans
Cost of building work:	\$249,596.00
Total floor area of new building work:	198.27m <sup>2</sup>

**BUILDING CLASSIFICATION:**

Part of Building	Building Class
Garage	10a
Dwelling & Alfresco	1ai

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#### PERFORMANCE SOLUTION:

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies: Not Applicable

#### PRESCRIBED REPORTING AUTHORITIES:

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

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

#### PROTECTION WORK:-

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

#### INSPECTION REQUIREMENTS:

- Prior to placing footing pre slab on ground
- Prior to pouring in situ concrete reinforcement
- Inspection of framework- prior to lining
- Final upon completion of all building work

#### OCCUPATION OR USE OF BUILDING:

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

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

#### COMMENCEMENT AND COMPLETION:

Building work is to be commenced by: **29 Jan 2022**

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

This building work must be completed by: **29 Jan 2023**

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

#### CONDITIONS:

This permit is subject to the following conditions:

- GENERAL**  
 All works authorised by this Building Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, Building Code of Australia (BCA) current edition, other relevant codes and any local laws of the municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.
- INSURANCE**  
 Home Warranty Insurance applies in relation to building work approved by this permit.
- SANITARY FACILITIES**  
 Sanitary facilities for workmen shall be provided on the construction site for the duration of the project.
- BOUNDARY LOCATION**  
 The owner and/or builder shall be responsible to define, the boundaries of the allotment.
- SITE PREPARATION**  
 All site cuts to be graded to an angle that self supports the existing ground to the satisfaction of the Building Surveyor or otherwise approved retaining walls to be erected.

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**6. SMOKE DETECTORS**

Self-contained Smoke Detectors must be installed in a Class 1 Building, on or near the ceiling in any storey containing bedrooms:-

- Between each part of the dwelling containing bedrooms and the remainder of the dwelling; and
- Any other storey (Ref Section 3.7.2 of the BCA).
- Interconnected where more than one Smoke Detector.

**7. STORMWATER DRAINAGE**

Down pipes must be installed in accordance with Clause 3.5.2.5 of the BCA and overflow provisions made for the spouting if the down pipes are located further than 1.2m from a valley. Such down pipes shall be direct to an underground drainage system discharging to a legal point to the satisfaction of the Building Surveyor.

**8. PLUMBING CERTIFICATION**

Upon completion of the building works you are required to submit the following documentation:

- A Final clearance from the Environmental Health, Section 2, B.1 as applicable of the Building Code of Australia.
- A Certificate of Completion to be provided upon completion and prior to occupancy or use, under Section 221ZH of the Building Act 1993, for plumbing work on the project.

**9. CONSTRUCTION REQUIREMENTS**

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

**10. WATERPROOFING**

Waterproofing of wet areas shall comply with the requirements of AS 3740-2010 "Waterproofing of wet areas within residential buildings"

**11. TIMBER FRAMING**

All timber framing to comply with Australian Standard 1684.2 – National Timber Manual 2010

**12. TERMITE CONTROL**

The building is an area designated by the municipality as likely to be subject to infestation by termites and shall be protected in accordance with Building Code of Australian B1.4(i).

**13. SECTION 173 AGREEMENTS, COVENANTS & OTHER RESTRICTION**

It is not the responsibility of the Relevant Building Surveyor to confirm compliance with any Section 173 Agreement, covenant or other restriction which may be shown on title and by issuing this permit, the Relevant Building Surveyor does not warrant that the works authorised by this permit will comply with any Section 173 Agreement, covenant or other restrictions which may be shown on title.

**14. ENERGY EFFICIENCY REQUIREMENTS**

The Builder must ensure that all energy efficiency requirements listed in the energy efficiency report have been complied with and a signed copy of the Compliance Certificate is to be submitted to this office.

**15. DRAINS & SEWERS**

The owner and builder must consult with the relevant sewerage authority and local council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of those authorities.

**16. SOLAR HOT WATER**

Solar Hot Water Service to comply with 6 Star Energy provisions of the Building Regulations 2018.

**NOTE:** The type of Solar Hot Water Service to be installed must comply with the Plumbing Regulations applicable at the time of installation.

**17. GLAZING**

All windows and doors are to comply with Australian Standards AS 1288 - 2006 and AS 2047-14.

**RELEVANT BUILDING SURVEYOR:**

<b>Name:</b>	TIM ANDERSON	
<b>Address:</b>	133B Lime Avenue Mildura VIC 3500	
<b>Email:</b>	tim@andersongroupmildura.com.au	
<b>Building Practitioner Registration No.:</b>	BS-U 29378	
<b>Permit No.:</b>	BSU-29378/4418055639805	<b>Issue Date of Permit:</b> 29 Jan 2021

**Signature:**

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**FORM 16**  
 Regulation 192  
 Building Act 1993  
 Building Regulations 2018

## OCCUPANCY PERMIT

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

### PROPERTY DETAILS:

<b>Number:</b> 8	<b>Street/Road:</b> Joseph Court	<b>Suburb:</b> Red Cliffs	<b>Postcode:</b> 3496
<b>Lot:</b> 42	<b>LP/PS:</b> PS648031A	<b>Volume:</b> 12239	<b>Folio:</b> 574
<b>Crown Allotment:</b> N/A	<b>Section:</b> N/A	<b>Parish:</b> N/A	<b>County:</b> N/A
<b>Municipal District:</b>	Mildura Rural City Council		

### BUILDING PERMIT DETAILS

Building permit number BS-U 29378/4418055639805  
 Version of BCA applicable to building permit 2019


### BUILDING DETAILS

<b>Building to which permit applies</b>	<b>Permitted Use</b>	<b>BCA Class</b>
Dwelling Detached & Garage	Dwelling, Alfresco & Garage	1ai & 10a
Maximum permissible floor live load	1.5 kPa	
Storeys contained	1	
Effective height	2.44m	

### SUITABILITY FOR OCCUPATION

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

### RELEVANT BUILDING SURVEYOR

<b>Name:</b>	Timothy Anderson
<b>Address:</b>	133B Lime Avenue Mildura VIC 3500
<b>Email:</b>	tim@andersongroupmildura.com.au
<b>Building practitioner registration no.:</b>	BS-U 29378
<b>Occupancy Permit No.</b>	BS-U 29378/4418055639805
<b>Date of issue:</b>	30 Sep 2021
<b>Date of final inspection:</b>	16 Sep 2021
<b>Signature:</b>	



## MASTER BUILDERS INSURANCE BROKERS PTY LTD

Level 3, 332 Albert Street

East Melbourne VIC 3002

www.mbib.com.au

1800 150 888

## Domestic Building Insurance

## Certificate of Insurance

**Shaun Reddick****2 Ramsay Ct  
RED CLIFFS  
VIC 3496**

Policy Number:

**C574801**

Policy Inception Date:

**22/01/2021**

Builder Account Number:

**009779**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

## Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **Lot 42 8 Joseph Court RED CLIFFS VIC 3496 Australia**

Carried out by the builder: **ESTILO PTY LTD**

Builder ACN: **109318685**



If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Shaun Reddick**

Pursuant to a domestic building contract dated: **20/11/2020**

For the contract price of: **\$ 249,596.00**

Type of Cover: **Cover is only provided if ESTILO PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

## PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

## IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

\* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Date Generated: 22/01/2021

OFFICE USE ONLY: COI-0717-1

Page 1 of 2

Victorian Managed Insurance Authority

ABN 39 682 497 841

PO Box 18409, Collins Street East Victoria 8003

P: 1300 363 424






**MASTER BUILDERS INSURANCE BROKERS PTY LTD**

Level 3, 332 Albert Street

East Melbourne VIC 3002

[www.mbib.com.au](http://www.mbib.com.au)

1800 150 888

**Period of Cover**

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

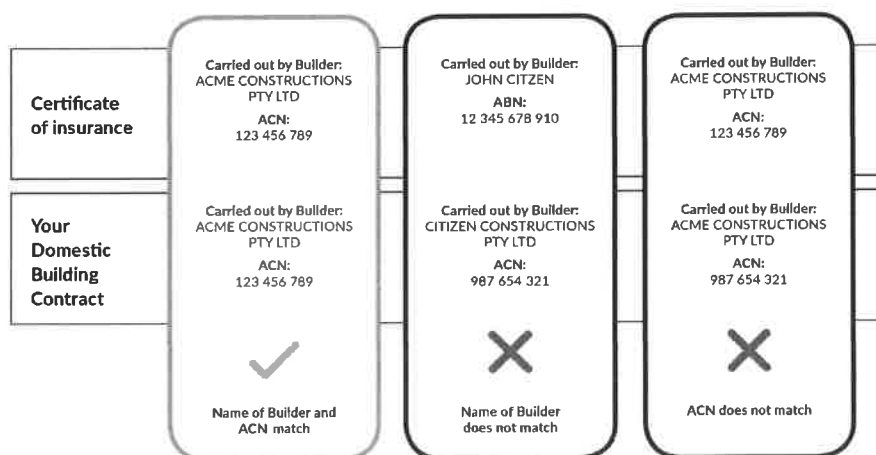
Issued by Victorian Management Insurance Authority (VMIA)

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium:	<b>\$790.00</b>
GST:	<b>\$79.00</b>
Stamp Duty:	<b>\$86.90</b>
<b>Total:</b>	<b>\$955.90</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

*Below are some example of what to look for*



Issued by Victorian Managed Insurance Authority

Date Generated: 22/01/2021

OFFICE USE ONLY: COI-0717-1

Page 2 of 2

Victorian Managed Insurance Authority

ABN 39 682 497 841

PO Box 18409, Collins Street East Victoria 8003

P: 1300 363 424



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

## BUILDING PERMIT

**CBS-U 56689/6470049644868**

**ISSUED TO:**

<b>Agent:</b>	The Shed Company Mildura		
<b>ACN / ARBN:</b>	56 058 725 401		
<b>Postal Address:</b>	PO Box 1007 Mildura VIC 3502		
<b>Email:</b>	adminmildura@theshedcompany.com.au		
<b>Address for serving or giving of documents:</b>			
<b>Postal Address:</b>	PO Box 1007 Mildura VIC 3502	<b>Telephone:</b>	03 5021 0226
<b>Contact Person:</b>	Sherryn Pitt		

**OWNERSHIP DETAILS:**

<b>Owner:</b>	Shaun Peter Reddick		
<b>ACN or ARBN:</b>	Not Applicable		
<b>Postal Address:</b>	8 Joseph Court Red Cliffs VIC 3496		
<b>Email:</b>	shaunreddick@hotmail.com		
<b>Contact Person:</b>	Shaun Reddick	<b>Telephone:</b>	0498 692 105

**PROPERTY DETAILS:**

<b>Number:</b> 8	<b>Street/Road:</b> Joseph Court	<b>Suburb:</b> Red Cliffs	<b>Postcode:</b> 3496
<b>Lot:</b> 42	<b>LP/PS:</b> PS648031A	<b>Volume:</b> 12239	<b>Folio:</b> 574
<b>Crown Allotment:</b> N/A	<b>Section:</b> N/A	<b>Parish:</b> N/A	<b>County:</b> N/A
<b>Municipal District:</b>	Mildura Rural City Council		

**BUILDER:**

<b>Name:</b>	S & V Rati Pty Ltd	<b>Telephone:</b>	03 5021 0226
<b>ACN / ARBN:</b>	56 058 725 401		
<b>Building Practitioner Registration No:</b>	CDB-U 52839		
<b>Postal Address:</b>	PO Box 1007 Mildura VIC 3502		

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

**Building Practitioner or architect engaged to prepare documents for this permit**

Full Name	Category/class	Registration No
John Ronaldson	Engineer	PE0003848
S & V Rati Pty Ltd	Builders	CDB-U 52839

**Details of domestic building work Insurance**

<b>Name of Builder:</b>	S & V Rati Pty Ltd		
<b>Insurance Provider Name:</b>	VMIA (Victorian Managed Insurance Authority)		
<b>Policy No:</b>	C645485	<b>Policy Cover:</b>	\$ 34,800.00

**DETAILS OF RELEVANT PLANNING PERMIT:**

**Planning Permit No:** Not Applicable

**NATURE OF BUILDING WORK:**

Construction of Storage Shed	
Version of BCA applicable to permit:	2019.1
Stage of building work permitted:	As per plans
Cost of building work:	\$34,800.00
Total floor area of new building work:	54m <sup>2</sup>

**BUILDING CLASSIFICATION:**

Part of Building	Building Class
Storage Shed	10a

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#### PERFORMANCE SOLUTION:

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies: **Not Applicable**

#### PRESCRIBED REPORTING AUTHORITIES:

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below: **Not Applicable**

#### PROTECTION WORK:-

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

#### INSPECTION REQUIREMENTS:

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

#### OCCUPATION OR USE OF BUILDING:

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

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

#### COMMENCEMENT AND COMPLETION:

Building work is to be commenced by: **01 Oct 2022**

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

This building work must be completed by: **01 Oct 2023**

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

#### CONDITIONS:

This permit is subject to the following conditions:

##### 1. GENERAL

All works authorised by this Building Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, Building Code of Australia (BCA) current edition, other relevant codes and any local laws of the municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.

##### 2. CONSTRUCTION REQUIREMENTS

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

##### 3. STORMWATER DISCHARGE

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

##### 4. INTERNAL INFRASTRUCTURE

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


Build with confidence!



**RELEVANT BUILDING SURVEYOR:**

**Name:** Anderson Group - Building Surveyors and Consultants  
**Address:** 133B Lime Avenue Mildura VIC 3500  
**Email:** tim@andersongroupmildura.com.au  
**Building Practitioner Registration No.:** CBS-U 56689

**DESIGNATED BUILDING SURVEYOR:**

**Name:** Timothy Anderson **Building Practitioner Registration Number.:** BS-U 29378  
**Permit No.:** CBS-U 56689/6470049644868 **Issue Date of Permit:** 01 Oct 2021  
**Signature:** 

Build with confidence!



FORM 17  
Regulation 200  
Building Act 1993  
Building Regulations 2018

## CERTIFICATE OF FINAL INSPECTION

### Property details

<b>Number</b>	8	<b>Street/Road</b>	Joseph Court	<b>Suburb</b>	Red Cliffs	<b>Postcode</b>	3496
<b>Lot/s</b>	42	<b>LP/PS</b>	PS648031A	<b>Volume</b>	12239	<b>Folio</b>	574
<b>Crown allotment</b>	N/A	<b>Section</b>	N/A	<b>Parish</b>	N/A	<b>County</b>	N/A
<b>Municipal District</b>	Mildura Rural City Council						

### Building permit details

Building permit number CBS-U 56689/6470049644868  
Version of BCA applicable to building permit 2019.1

### Description of building work

<b>Part of Building</b>	<b>Permitted Use</b>	<b>BCA class of Building</b>
Shed	Storage Shed	10a

### Maintenance determination

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


### Directions to fix building work

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

### RELEVANT BUILDING SURVEYOR

Name: Anderson Group - Building Surveyors & Consultants  
Address: 133b Lime Avenue Mildura VIC 3500  
Email: tim@andersongroupmildura.com.au  
Building practitioner registration no.: CBS-U 56689

### DESIGNATED BUILDING SURVEYOR

Name: Timothy Anderson  
Building practitioner registration no.: BS-U 29378  
Occupancy Permit No. CBS-U 56689/6470049644868  
Date of issue: 10 Feb 2022  
Date of final inspection: 09 Feb 2022  
Signature: 



## BOVILL RISK &amp; INSURANCE CONSULTANTS PTY LTD

Suite 14, 71 Victoria Crescent

Abbotsford VIC 3067

bric.com.au

1800 077 933

## Domestic Building Insurance

## Certificate of Insurance

**Shaun Reddick**  
**8 Joseph Ct**  
**RED CLIFFS**  
**VIC 3496**

Policy Number:  
**C645485**

Policy Inception Date:  
**28/09/2021**

Builder Account Number:  
**000995**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

## Policy Schedule Details

Domestic Building Work: **C04: Alterations/Additions/Renovations - Structural**

At the property: **8 Joseph Ct RED CLIFFS VIC 3496 Australia**

Carried out by the builder: **S & V RAITI PTY LTD**

Builder ACN: **058725401**

**!** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Shaun Reddick**

Pursuant to a domestic building contract dated: **08/07/2021**

For the contract price of: **\$ 34,800.00**

Type of Cover: **Cover is only provided if S & V RAITI PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

## PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

## IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

\* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Date Generated: 28/09/2021  
 OFFICE USE ONLY: COI-0717-1  
 Page 1 of 2

Victorian Managed Insurance Authority  
 ABN 39 682 497 841

PO Box 18409, Collins Street East Victoria 8003  
 P: 1300 363 424



**BOVILL RISK & INSURANCE CONSULTANTS PTY LTD**

Suite 14, 71 Victoria Crescent

Abbotsford VIC 3067

bric.com.au

1800 077 933

**Period of Cover**

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

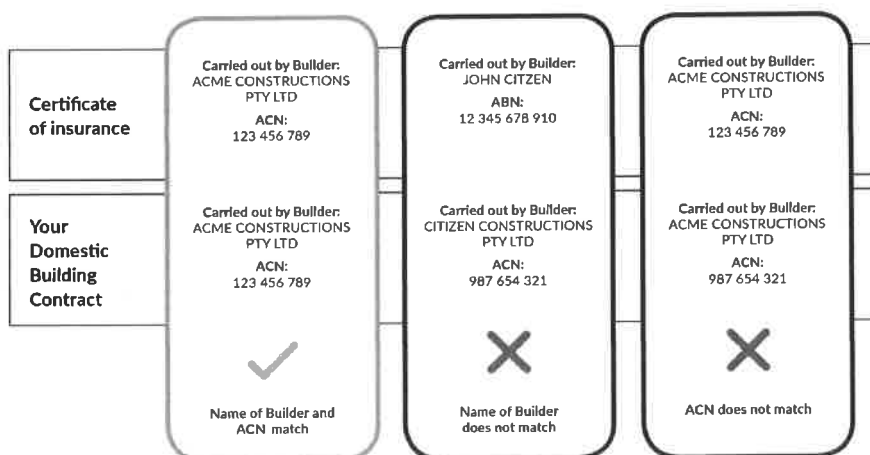
Issued by Victorian Management Insurance Authority (VMIA)

**Domestic Building Insurance Premium and Statutory Costs**

Base DBI Premium:	<b>\$418.00</b>
GST:	<b>\$41.80</b>
Stamp Duty:	<b>\$45.98</b>
<b>Total:</b>	<b>\$505.78</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

*Below are some example of what to look for*



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Date Generated: 28/09/2021

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Page 2 of 2

Victorian Managed Insurance Authority

ABN 39 682 497 841

PO Box 18409, Collins Street East Victoria 8003

P: 1300 363 424



PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 30 October 2023 02:14 PM

PROPERTY DETAILS

Address: 8 JOSEPH COURT RED CLIFFS 3496  
Lot and Plan Number: Lot 42 PS648031  
Standard Parcel Identifier (SPI): 42\PS648031  
Local Government Area (Council): MILDURA  
Council Property Number: 414028  
Planning Scheme: Mildura  
Directory Reference: Vicroads 538 H9

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

[Planning Scheme - Mildura](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: NORTHERN VICTORIA  
Legislative Assembly: MILDURA

OTHER

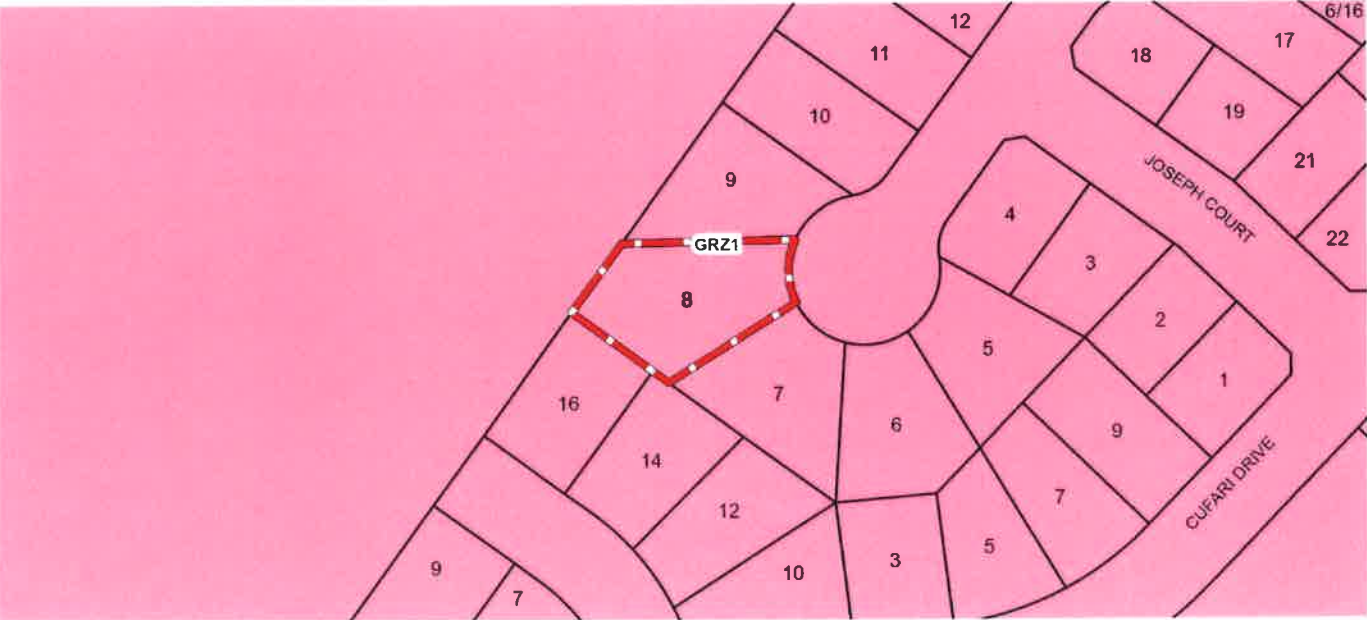
Registered Aboriginal Party: First People of the Millewa-Mallee

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

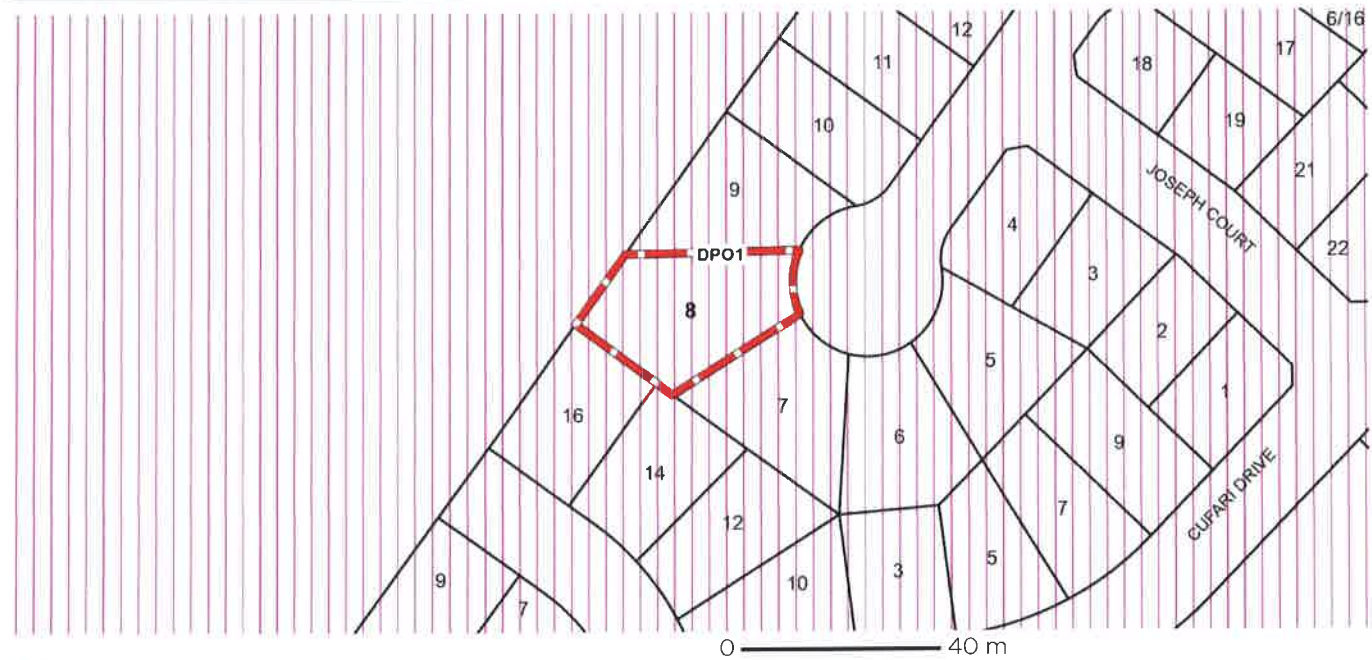


# PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)

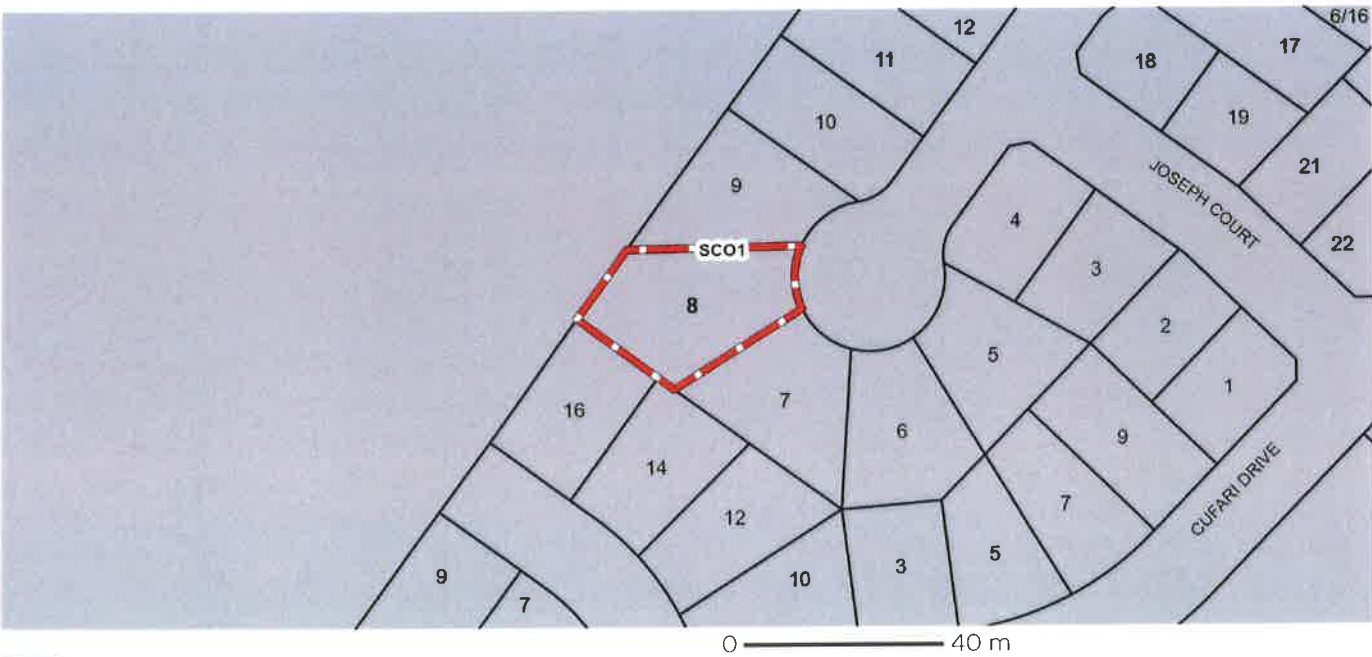


 **DPO - Development Plan Overlay**

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

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - PS MAP REF SCO1 SCHEDULE (SCO1)



 **SCO - Specific Controls Overlay**

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

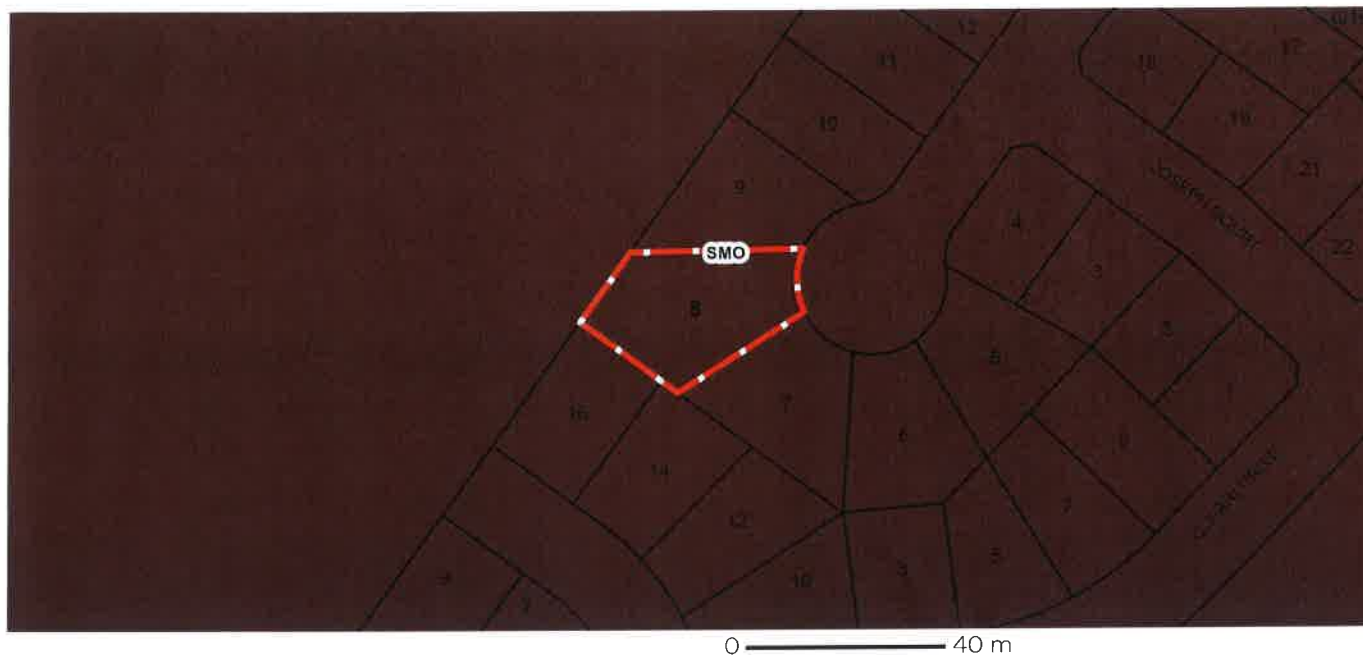


Environment,  
Land, Water  
and Planning

## Planning Overlays

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

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



**SMO - Salinity Management Overlay**

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

## Further Planning Information

Planning scheme data last updated on 26 October 2023.

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

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

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

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

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

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

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

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

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

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

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# PLANNING PROPERTY REPORT



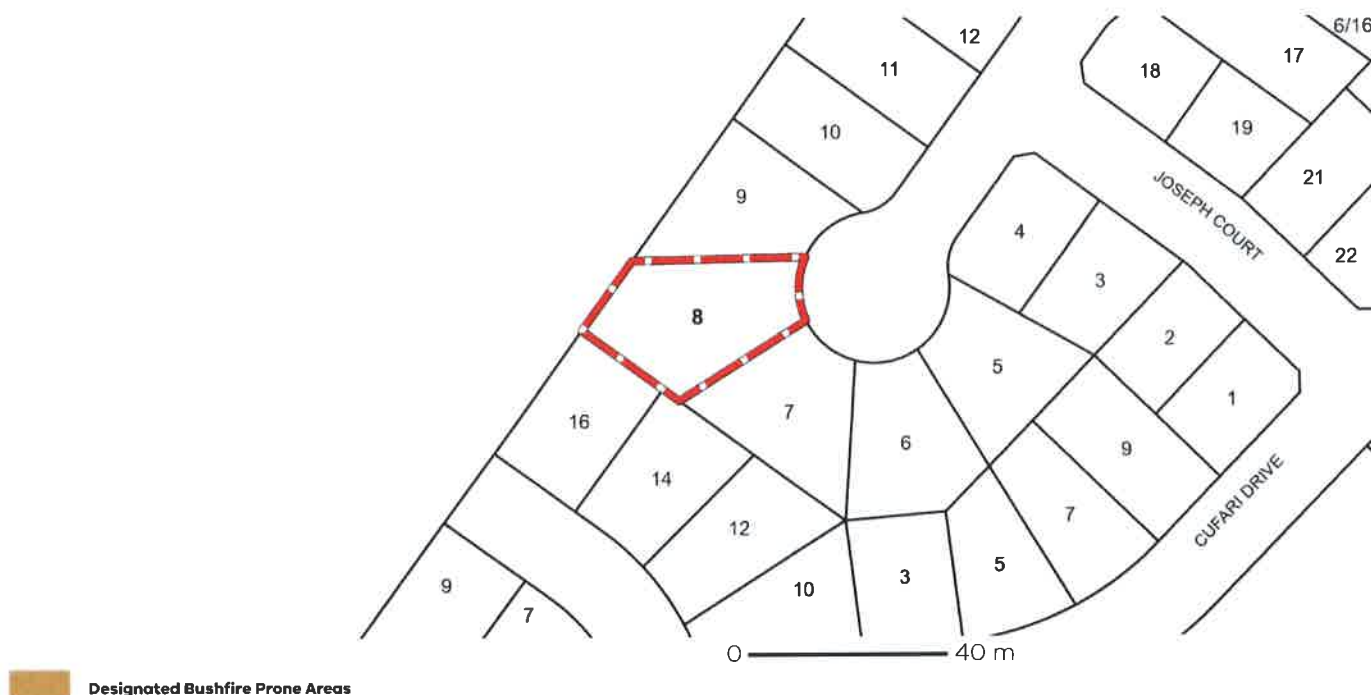
Environment,  
Land, Water  
and Planning

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

## Native Vegetation

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

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

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

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**firstnational** | Collie & Tierney  
REAL ESTATE

## Residential Rental Agreement (no more than 5 years)

**Residential Tenancies Act 1997** Section 26(1)

**Residential Tenancies Regulations 2021** Regulation 10(1)

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 558 181.

### Part A – Basic Terms

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

**1. Date of agreement**

17/02/2023

**2. Premises let by the Rental Provider**

8 Joseph Court, Red Cliffs VIC 3496

**3. Rental Provider Details**

Full name(s) or

Company Name: Shaun Reddick

ACN (if applicable): -

(Please fill out details below where no agent is acting for the rental provider)

Address: C/O- 67 Lime Avenue Mildura VIC 3500

Phone Number: (03) 5021 2200

Email Address: coltie@ctfnre.com.au

**Rental Provider's Agent's Details (if applicable)**

Full name(s) or

Company Name: Collie & Tierney (Mildura) Pty Ltd

ACN (if applicable): 038- 005-110-118

Phone Number: (03) 5021 2200

Email Address: coltie@ctfnre.com.au

**Note:** The rental provider must notify the renter within 7 days if any of this information changes.

Renter/s Initial/s: \_\_\_\_\_

Date: 7/2/2023, \_\_\_\_\_

**4. Renter details**

Each renter that is a party to the agreement must provide their details here.

**Renter 1**

Full name: Aliza Benchmo  
Current Address: 27b Bowden Grove, Oaklands Park SA 5046  
Phone Number: 0413 170 110  
Email Address: aliza.benchmo@hotmail.com

**Renter 2**

Full name: -  
Current Address: -  
Phone Number: -  
Email Address: -

**Renter 3**

Full name: -  
Current Address: -  
Phone Number: -  
Email Address: -

**Renter 4**

Full name: -  
Current Address: -  
Phone Number: -  
Email Address: -

**5. Length of Agreement**

☒ Fixed Term Agreement

Start Date: 17/02/2023 (this is the date the agreement starts and you may move in)

End Date: 16/02/2024

☐ Periodic Agreement (monthly)

Start Date: -

**6. Rent**

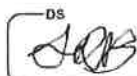
Rent amount (\$) \$450.00 per week  
(payable in advance)

To be paid per ☒ week ☐ fortnight ☐ calendar month

Day rent is to be paid Once a week

Date first rent payment due 17/02/2023

Renter/s Initial/s: \_\_\_\_\_

DS  


Date: 7/2/2023, \_\_\_\_\_

**7. Bond**

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA at 1300 13 71 64.

**Bond Amount (\$)** **\$1,950.00**  
**Date bond payment due** **17/02/2023**

**Part B – Standard items****8. Rental Provider's Preferred Method of rent payment**

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

Please see below for the available methods of rent payment for **Collie & Tierney First National Real Estate**:

**Direct Debit**

**Bank Deposit**

**Cheque or Money Order**

**BPAY**

Other electronic form of payment, including Centrepay -

**Payment details:**

**Account Name: Collie & Tierney**  
**BSB: 063-520**  
**Account Number: 00 000 200**

**9. Service of notices and other documents by electronic methods**

- Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

**9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?**

- The rental provider must complete this section before giving the agreement to the renter.
- (Rental provider to tick as appropriate)

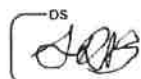
☒ **Yes – insert email address, mobile phone number**

**Or other electronic contact details:**

**[coltie@ctfnre.com.au](mailto:coltie@ctfnre.com.au)**

☐ **No**

Renter/s Initial/s: \_\_\_\_\_



Date: 7/2/2023



**10. Urgent Repairs**

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name	Collie & Tierney (Mildura) Pty Ltd
Emergency phone number	(03) 5021 2200
Emergency email address	maint@ctfnre.com.au

**11. Professional cleaning**

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

**12. Owners' corporation (formerly body corporate)**

Do owner's corporation rules apply to the premises? (Rental provider to tick as appropriate)

☒ No

☐ Yes

If yes, the rental provider must attach a copy of the rules to this agreement.

**13. Condition report**

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

The condition report has been provided

☒ The condition report will be provided to the renter on or before the date the agreement starts

**14. Non-disparagement**

14.1. The Renter/s agrees not to make a negative or disparaging media release, announcement, blog, public statement or article for publication (negative social media publication) about the services provided by Collie & Tierney (Mildura) Pty Ltd whether in electronic form or otherwise, except after having first referred the matter to Collie & Tierney (Mildura) Pty Ltd and after having provided Collie & Tierney (Mildura) Pty Ltd with a reasonable opportunity to address or rectify the matter of concern to the customer.

14.2. In the event that the Renter/s makes a negative social media publication about the services provided by Collie & Tierney (Mildura) Pty Ltd, the Renter/s shall be liable to and shall wholly indemnify Collie & Tierney (Mildura) Pty Ltd against any and all loss or damage arising from such negative social media publication where the matter giving rise to the negative social media publication was not first referred to Collie & Tierney (Mildura) Pty Ltd and Collie & Tierney (Mildura) Pty Ltd given a reasonable opportunity to address or rectify the concern, or, the negative social media publication does not constitute genuine feedback or information concerning the services provided by Collie & Tierney (Mildura) Pty Ltd in accordance with Australian Consumer Law.

Renter/s Initial/s: \_\_\_\_\_



Date: 7/2/2023, \_\_\_\_\_

## Part C – Safety-related activities

### 14 Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

### 15 Gas safety activities

This safety-related activity only applies if the rented premises contain any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

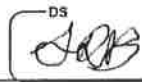
### 16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
  - (i) any smoke alarm is correctly installed and in working condition; and
  - (ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
  - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
  - (i) Information on how each smoke alarm in the rented premises operates; and
  - (ii) Information on how to test each smoke alarm in the rented premises; and
  - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

Renter/s Initial/s: \_\_\_\_\_



Date: 7/2/2023



---

**17 Swimming pool barrier safety activities**

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

---

**18 Relocatable swimming pool safety activities**

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.


---

**19 Bushfire prone area activities**

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

- (a) If the rented premises is in a designated bushfire-prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

Renter/s Initial/s: \_\_\_\_\_

<sup>05</sup>  


Date: 7/2/2023

## Part D – Rights and obligations

This is a summary of selected rights and obligations of renters and rental providers under the **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

### Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

### Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Locks

- The rental provider must ensure the premises:
  - has locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock, and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - family violence intervention order; or
  - family violence safety notice; or
  - recognised non-local DVO; or
  - personal safety intervention order.

### Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

#### Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [www.consumer.vic.gov.au/urgentrepairs](http://www.consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

Renter/s Initial/s:                     

Date:                     

7/2/2023

7

DocuSign Envelope ID: 80CADBAF-7EB9-4035-BA01-76B1AE81C796

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

**Non-urgent repairs**

- The renter must notify the rental provider, in writing, as soon as practicable of:
  - damage to the premises.
  - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.
- Should the Renter arrange a date and time with a Contractor for any required works and are not available to grant access as organised the No Show Fee will be invoiced to and payable by the Renter.
- Should the Renter request for non-urgent repairs to be conducted outside of normal working hours or on Public Holidays incurring additional Call Out Charges these charges will be invoice to and payable by the Renter.

**Assignment or sub-letting**

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

**Rent**

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

**Access and entry**

- The rental provider may enter the premises:
  - at any time, if the renter has agreed within the last 7 days.
  - to do an inspection but not more than once every 6 months.
  - to comply with the rental provider's duties under the Act.
  - to show the premises or conduct an open inspection to sell, rent or value the premises.
  - to take images or video for advertising a property that is for sale or rent.
  - if they believe the renter has failed to follow their duties under the Act.
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

**Pets**

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet

Renter/s Initial/s: \_\_\_\_\_



Date: \_\_\_\_\_

7/2/2023

## Part E – Additional terms

### 21 Further details (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

**Note:** If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

### 22 Signatures

This agreement is made under the *Residential Tenancies Act 1997*.

Before signing you must read **Part D – Rights and obligations** in this form.

#### Rental provider

Signature of  
rental provider 1

DocuSigned by:  
*Sue Connelly*  
073FF34C34504B0

Date

7/2/2023

Signature of  
rental provider 2

Date

#### Renter(s)

All renters listed must sign this residential rental agreement.

Signature of renter 1

DocuSigned by:  
*AKB*  
C10FEEAC00E443

Date

7/2/2023

Signature of renter 2

Date

Signature of renter 3

Date

Signature of renter 4

Date

**Note:** Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on on extra page.

#### Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call Consumer Affairs Victoria on **1300 55 81 81**.



Mildura Rural City Council

**Rate and Valuation Notice**

For the period 1 July 2023 to 30 June 2024



Mr S P Reddick  
C/- Collie & Tierney  
PO Box 378  
MILDURA VIC 3502



033  
I015593  
R2\_17335

**Tax Invoice**

ABN 42 498 937 037

Assessment No: 414028

Date of Issue: 9 August 2023

**PROPERTY LOCATION - DESCRIPTION - VALUATIONS**

8 Joseph Court RED CLIFFS VIC 3496

Lot 42 PS 648031A

AVPCC: 110 - Detached Home

Capital Improved Value:

Site Value: 1

Net Annual Value:

Valuation Date: 1 January 2023

**RATES - CHARGES - STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY**

Residential Rate	0.00466561	439000	\$2,048.20
Waste Management	477.15	1	\$477.15
Residential Fire Levy (Fixed)	125.00	1	\$125.00
Residential Fire Levy (Variable)	0.000046	439000	\$20.19

**OPTION 1****Pay by Instalments**

Instalment 1 of 4

**\$667.62**

Instalment 1 **\$667.62**  
Due 30 September 2023

Instalment 2 **\$667.64**  
Due 30 November 2023

Instalment 3 **\$667.64**  
Due 28 February 2024

Instalment 4 **\$667.64**  
Due 31 May 2024

**OPTION 2****Pay in Full**

Due 15 February 2024

**\$2,670.54**

If you do not make full payment of the 1st instalment by the due date, your account will automatically switch to the Pay in Full option, and you will no longer receive reminder notices. Refer to the next page for details regarding penalties for late payment.

**TOTAL AMOUNT****\$2,670.54****WIN UP TO \$2000 OFF YOUR RATES**

Register for eNotices by 30 September for your chance to win! Anyone already registered will automatically go in the draw.

**eNotices**

Your eNotices Reference Number:

**B3D66BBBFZ**

mildura.enotices.com.au/login

**Payment Slip**

Tear off this slip and return it with your payment

Mr S P Reddick

8 Joseph Court RED CLIFFS VIC 3496

Assessment No: 414028

**1st Instalment: \$667.62****Or Pay in Full: \$2,670.54**

**Biller code: 93922**  
**Ref: 4140281**

**Mobile & Internet Banking - BPAY®**  
Make this payment from your preferred bank account

Internal Use Only



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



**lmw.vic.gov.au**  
E [contactus@lmw.vic.gov.au](mailto:contactus@lmw.vic.gov.au)

**URBAN ACCOUNT**

Date Of Issue 6/10/2023



575191-001 017654(39913) 0033  
MR SP REDDICK  
C/- COLLIE & TIERNEY  
PO BOX 378  
MILDURA VIC 3502

**Reference No:** 075399

**Amount Due:** \$194.97

**Due Date:** 10-NOV-2023

Tariffs and Charges Notice  
2nd Quarter 2023/24  
01/10/2023 - 31/12/2023

**POST** \*850 700753999

Property Address : 8 JOSEPH COURT RED CLIFFS VIC 3496 (Prop:75399) - Urban Account  
Lot 42 PS 648031A Vol 12239 Fol 574

	Charge	Balance
Water Service Tariff	58.01	58.01
Sewerage Service Tariff	136.96	136.96

**TOTAL OWING** \$194.97



**Payments/Credits since last Notice \$194.97**

New rates have come into effect on this account from 1 July 2023. For info go to [lmw.vic.gov.au](http://lmw.vic.gov.au)

**Payment Slip - Methods of Payment**

Online at [lmw.vic.gov.au](http://lmw.vic.gov.au) - Pay your Account

075399

8 JOSEPH COURT RED CLIFFS VIC 3496 (Prop:75399) - Urban Account



**Direct Debit**  
Please contact your local office



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



**Billpay Code: 0850**  
**Ref: 7007 5399 9**

Pay in person at any Post Office



**Bill Code: 78477**  
**Ref: 7007 5399 9**

Contact your bank or financial institution to make this payment from your cheque,  
savings, debit, credit card or transaction account. More info [bpay.com.au](http://bpay.com.au)



\*850 700753999

\$194.97



**Bill Code: 78477**  
**Ref: 7007 5399 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: 7007 5399 9

**Amount Due**

**\$194.97**

Payment Ref: 7007 5399 9

**By Phone**

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

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](http://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.

(04/10/2016)

## **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.