

### Special Conditions

These special conditions are in addition to the General Conditions of the contract of sale of land of the LIV (version – August 2019) and specifically refer to the general conditions of that contract of sale. They are intended to expand upon the rights and obligations of the parties as set out in the said General Conditions, save where expressly stated otherwise.

If another form of contract of sale has been used, then the parties agree that references to the general conditions in these special conditions shall be amended to refer to the applicable pre-printed general conditions of the form of contract used.

If there is a conflict between these special conditions and the pre-printed general conditions, then these special conditions prevail.

No clause or special condition shall merge on settlement, termination, or cancellation where such clause expressly has, or may reasonably be interpreted as having, a continuing effect after settlement, termination, or cancellation.

#### 1. Power of Attorney

The Purchaser acknowledges that the Vendor Statement and contract of sale are executed by Rodney James Hibberd as attorney for the registered proprietor John William Hibberd under Power of Attorney dated 16 September 2015, a certified copy of the power of attorney is attached to the Vendor Statement, and that the attorney shall only be liable in that capacity.

In signing the contract of sale, the attorney warrants that they have been validly appointed as attorney for the registered proprietor and that they have not received notification that their appointment has been revoked.

#### 2. Guarantee

If the purchaser, including substituted Transferee or co-Transferee, is an incorporated body other than a company listed on the Australian Stock Exchange the Purchaser, substituted transferee or co-Transferee shall procure its directors to execute a guarantee of the obligations of the Purchaser in the form of guarantee annexed and marked 'A'.

#### 3. Purchaser Acknowledgements

The Purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the Vendor or any other person on the Vendor's behalf in its present condition and state of repair and subject to:

- (a) all defects latent and patent.
- (b) any infestations and dilapidation.
- (c) all existing water, sewerage, drainage and plumbing services and connections in respect of the property.
- (d) any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

#### 4. Right to deal

- 4.1 If a party is an individual, then that party covenants that they are not bankrupt, and no bankruptcy proceedings have been commenced against them.
- 4.2 If a party is a proprietary limited company then that party covenants that it is duly incorporated and has full corporate power to own property and to carry on business, has the power to enter into and perform

this contract, is solvent, no receiver administrator or liquidator has been appointed, no proceedings have been commenced to wind up the company and no action has been taken or threatened to be taken to seize or take possession of any of its' assets.

- 4.3 If any party, whether an individual or a proprietary limited company, is as a trustee of a trust then that party further covenants that they are the only trustee(s), the trust deed discloses all of the terms of the trust, has the power under the trust deed to make this contract, it is not in material default under the trust deed and that it has a right to be indemnified fully out of the trust assets in respect of all obligations and liabilities incurred by it under this contract.

## 5. Miscellaneous Provisions

- 5.1 Subject to the provisions of this contract (and where not inconsistent with sections 34-36 *Sale of Land Act* 1962 as amended), the purchaser acknowledges that it is purchasing the property in its present condition and state of repair subject to fair wear and tear pending settlement.
- 5.2 The purchaser acknowledges that in entering into this agreement the purchaser does not rely upon any warranty or representation made by the Vendor or by any person acting on the Vendors' behalf, except as such may be expressly provided herein or implied by law but instead has relied entirely upon the purchasers own inquiries and inspection of the property and in consideration of the Vendor entering into this contract, the parties expressly agree that this acknowledgement may be pleaded in bar to any action by the purchaser against the Vendor at law or in equity for breach of any such warranty or representation.
- 5.3 The provisions contained in this contract expressly or by statutory implication comprise the whole agreement between the parties. The parties agree that no provisions are implied in their agreement or arise between them by way of any other agreement and the existence of any other agreement is expressly negatived.
- 5.4 The parties agree that this contract may be exchanged in any number of counterpart contracts with all counterparts forming the one document. The date of the contract shall be the date that the last party signs and exchanges counterpart contracts. The parties agree for contracts to be exchanged electronically.

'A'

**DEED OF GUARANTEE AND INDEMNITY**

I, the Guarantor whose name address and description is set out in the schedule to this Guarantee and Indemnity ("the Guarantor") in consideration of the Vendor named in the attached contract selling to the purchaser named in the contract at our request the Property described in the contract for the price and upon the terms and conditions contained in the contract DO HEREBY for myself my respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the Vendor that if at any time default shall be made in payment of the deposit or payment of residue or interest or other moneys payable by the purchaser to the Vendor under the contract or in the performance or observance of any term or condition of the contract to be performed or observed by the purchaser I will forthwith on demand by the Vendor pay to the Vendor the price interest charges or other moneys or such part as shall then be due and payable to the Vendor AND AS A SEPARATE AND INDEPENDENT OBLIGATION I FURTHER JOINTLY AND SEVERALLY UNDERTAKE to keep the Vendor indemnified against and loss of price interest and other moneys payable under the contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid or repudiation on the part of the purchaser. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the contract or the performance or observance of any of the agreements obligations or conditions under the contract or by time being given to the purchaser for any payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me my executors or administrators.

**SCHEDULE**

1. Guarantor:

Full name:

Address:

Occupation:

2. Guarantor:

Full name:

Address:

Occupation:

IN WITNESS whereof the Guarantor has executed this Deed the

day of

2023

SIGNED SEALED AND DELIVERED by )  
the said )  
in the presence of : )

SIGNED SEALED AND DELIVERED by )  
the said )  
in the presence of : )

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

**Land**

**1 Jessie Court, Irymple 3498**

Lot 32 on Plan of Subdivision 140285 being all that land contained in Certificate of Title Volume 9479 Folio 359

**Vendor's name**

John William Hibberd  
(signed by Rodney James Hibberd as attorney for John William Hibberd)

**Date**  
/ /

**Vendor's  
signature**

**Purchaser's  
name**

**Date**  
/ /

**Purchaser's  
signature**

**Purchaser's  
name**

**Date**  
/ /

**Purchaser's  
signature**

## 1 FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

Annual Municipal and Water Rate Increases, Water by Measure, Tapping & Connection fees in respect of gas, NBN and/or solar services. Land tax.

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

Not Applicable.

### 1.3 Terms Contract

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

Not Applicable.

### 1.4 Sale Subject to Mortgage

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

Not Applicable.

## 2 INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3 LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is as follows:

Are set out in the attached Title Plan save and except for any unregistered easements deemed to be in favour of the relevant Water Authority under the Water Act 1989.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant, or other similar restriction.

### 3.2. Road Access

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

☐

### 3.3. Designated Bushfire Prone Area

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

☐

### 3.4. Planning Scheme

Attached is a certificate with the required specified information.

## 4 NOTICES

### 4.1. Notice, Order, Declaration, Report or Recommendation

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

Are as follows:

None. But the Vendor has no means of knowing of all decisions made by public authorities or Government departments unless communicated to the Vendor.

### 4.2. Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not Applicable.

### 4.3. Compulsory Acquisition

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

Not Applicable.

## 5 BUILDING PERMITS

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

Not Applicable.

## 6 OWNERS CORPORATION

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

Not Applicable.

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

Not Applicable.

## 8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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## 9 TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

### 9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

- ☒ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

## 13 ATTACHMENTS

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

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

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

Certified copy of Enduring Power of Attorney of John William Hibberd dated 16 September 2015

Title extract search for Volume 9479 Folio 359

Title plan PS140285

**Covenant K595988**

**Mildura Rural City Council – Land Information Certificate**

**Mildura Rural City Council – Building Information Certificate**

**Lower Murray Water – Information Certificate**

**Land Tax Clearance Certificate**



**FORM 1  
ENDURING POWER OF ATTORNEY**

Regulation 5

**THIS ENDURING POWER OF ATTORNEY** is made under Part 3 of the *Powers of Attorney Act 2014* and has effect as a deed under Section 81 of the Act.

Name of principal: **JOHN WILLIAM HIBBERD**  
Address of principal: **1 Jessie Court, Irymple, Victoria**

**APPOINTMENT**

**I APPOINT** my brother **RODNEY JAMES HIBBERD** of 2 Kurrajong Street, Red Cliffs, Victoria to be my attorney.

I specify that all previous enduring powers of attorney made by me under the *Powers of Attorney Act 2014* are revoked.

Note: Under Section 55 of the *Powers of Attorney Act 2014* any other enduring power of attorney will be revoked to the extent of any inconsistency with this enduring power of attorney, unless you specify otherwise.

**AND I APPOINT** my sister **LORRAINE MARGURITE HENDY** of 8 Jessie Court, Irymple, Victoria as alternative attorney for **RODNEY JAMES HIBBERD**.

**AUTHORISATION**

**I AUTHORISE** my attorney to do anything on my behalf that I can lawfully do by an attorney (see section 22(1) of the Act).

**COMMENCEMENT**

The powers under this enduring power of attorney for financial matters are exercisable immediately on the making of this enduring power of attorney.

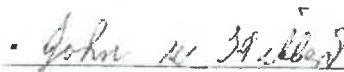
The powers under this enduring power of attorney for personal matters are exercisable when I cease to have decision making capacity for the matter(s).

**CONDITIONS AND INSTRUCTIONS**

The exercise of power under this enduring power of attorney is subject to the following conditions and/or instructions:


Nil.

Signed:



Date:



  
I hereby certify that this copy of page 1 of 5 of the **Enduring Power of Attorney** of **JOHN WILLIAM HIBBERD** dated 16 September 2015 is a true and complete copy of the corresponding page of the **Enduring Power of Attorney** of which it purports to be a copy.

  
Tristram David Lock

An Australian Legal Practitioner within the meaning of the Legal Profession Uniform Law (Victoria)  
143 Langtree Avenue, Mildura, Victoria 3500

## CERTIFICATE OF WITNESSES

Witnessed by:

Name of first witness

*Kylie Maree Breeze - An Australian Legal Practitioner*  
within the meaning of the Legal Profession Uniform Law (Victoria)  
143 Langtree Avenue, Mildura, Vic, 3500

Address of first witness

*Jessie Kate Browne*  
Name of second witness

*143 Langtree Ave*  
*Mildura Victoria*  
Address of second witness

Each witness certifies that the principal appeared to freely and voluntarily sign this instrument in our presence; and

- at that time, the principal appeared to us to have decision making capacity in relation to the making of this enduring power of attorney; and
- we are not attorneys under this enduring power of attorney; and
- we are not relatives of the principal or of an attorney under this enduring power of attorney; and
- we are not care workers or accommodation providers for the principal.

Signed:

*K Breeze*  
First Witness [signature of first witness]

*Australian Legal Practitioner*  
Qualification  
[if first witness is acting as a medical practitioner or person  
authorised to witness affidavits]

Date: *16<sup>th</sup> September 2015*

*B Browne*  
Second Witness [signature of second witness]

Qualification  
[if second witness is acting as a medical practitioner or person  
authorised to witness affidavits]

I hereby certify that this copy of page 2 of 5 of the Enduring Power of Attorney of JOHN WILLIAM HIBBERD dated 16 September 2015 is a true and complete copy of the corresponding page of the Enduring Power of Attorney of which it purports to be a copy

*Tristan David Lock*  
An Australian Legal Practitioner within the meaning of the Legal Profession Uniform Law (Victoria)  
143 Langtree Avenue, Mildura, Victoria 3500

## STATEMENT OF ACCEPTANCE OF APPOINTMENT – ATTORNEY

Name of attorney: **RODNEY JAMES HIBBERD**  
Address of attorney: **2 Kurrajong Street, Red Cliffs, Victoria**

I **ACCEPT** my appointment as attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the *Powers of Attorney Act 2014* to act as an attorney under an enduring power of attorney; and
- I understand the obligations of an attorney under an enduring power of attorney and under the *Powers of Attorney Act 2014* and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the *Powers of Attorney Act 2014* that relate to the enduring powers of attorney.
- ~~[delete if not applicable] I have disclosed to the principal that I have been convicted or found guilty of an offence involving dishonesty.~~ RJR

Signed:

  
[signature of attorney]

Date: 16<sup>th</sup> September 2015


Witnessed by:

Name of witness Kylie Maree Breeze - An Australian Legal Practitioner  
within the meaning of the Legal Profession Uniform Law (Victoria)  
143 Langtree Avenue, Mildura, Vic, 3500

Address of witness

I witnessed the signing of the statement of acceptance by the attorney.

Signed:

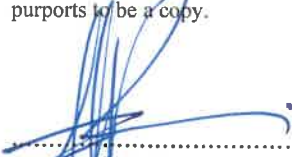
  
[signature of witness]

Date:

16/9/2015

Note: Each attorney must sign a statement of acceptance and it must be witnessed separately in the enduring power of attorney.

I hereby certify that this copy of page 3 of 5 of the **Enduring Power of Attorney** of **JOHN WILLIAM HIBBERD** dated 16 September 2015 is a true and complete copy of the corresponding page of the **Enduring Power of Attorney** of which it purports to be a copy.

  
.....  
Tristram David Lock  
An Australian Legal Practitioner within the meaning of the Legal Profession Uniform Law (Victoria)  
143 Langtree Avenue, Mildura, Victoria 3500

## STATEMENT OF ACCEPTANCE OF APPOINTMENT – ALTERNATIVE ATTORNEY

Name of attorney: **LORRAINE MARGURITE HENDY**  
Address of attorney: **8 Jessie Court, Irymple, Victoria**

I **ACCEPT** my appointment as an alternative attorney under this enduring power of attorney and state that:

- I am eligible under Part 3 of the *Powers of Attorney Act 2014* to act as an attorney under an enduring power of attorney; and
- I understand the obligations of an attorney under an enduring power of attorney and under the *Powers of Attorney Act 2014* and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the *Powers of Attorney Act 2014* that relate to the enduring powers of attorney; and
- I understand the circumstances in which the alternative attorney is authorised to act under the *Powers of Attorney Act 2014*; and
- I am prepared to act in place of the attorney for whom I am appointed, if still eligible to act as attorney, when authorised to do so under the *Powers of Attorney Act 2014*.
- ~~[delete if not applicable] I have disclosed to the principal that I have been convicted or found guilty of an offence involving dishonesty.~~

Signed:

L M Hendy  
[signature of attorney]

Date:

\_\_\_\_\_

Witnessed by:

DIANNE KAY HIBBERD  
Name of witness

2 KURRAJONG STREET,

REDCLIFFS, VIC, 3496  
Address of witness

I witnessed the signing of the statement of acceptance by the attorney.

Signed:

Dianne K. Hibberd  
[signature of witness]

Date:

17-9-2015

Note: Each attorney must sign a statement of acceptance and it must be witnessed separately in the enduring power of attorney.

I hereby certify that this copy of page 4 of 5 of the **Enduring Power of Attorney** of **JOHN WILLIAM HIBBERD** dated 16 September 2015 is a true and complete copy of the corresponding page of the **Enduring Power of Attorney** of which it purports to be a copy

Tristram David Lock

An Australian Legal Practitioner within the meaning of the Legal Profession Uniform Law (Victoria)  
143 Langtree Avenue, Mildura, Victoria 3500

DATED

2015

**JOHN WILLIAM HIBBERD**  
(Principal)

to

**RODNEY JAMES HIBBERD**  
(Attorney)

and

**LORRAINE MARGURITE HENDY**  
(Alternative Attorney)

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**ENDURING POWER OF ATTORNEY**

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I hereby certify that this copy of page 5 of 5 of the **Enduring Power of Attorney** of **JOHN WILLIAM HIBBERD** dated **16 September 2015** is a true and complete copy of the original **Enduring Power of Attorney** seen by me this day **28/08/2023**.



.....  
*Tristram David Lock*

An Australian Legal Practitioner within the meaning of the Legal Profession Uniform Law (Victoria)  
143 Langtree Avenue, Mildura, Victoria 3500

**HOLCROFT LAWYERS**  
143 Langtree Avenue  
MILDURA VIC 3500  
PO Box 5028  
MILDURA VIC 3502  
DX 50020 MILDURA  
Ph: (03) 5022 2622  
Fax: (03) 5022 2649  
Ref: MBH:KMB:15-0402

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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 09479 FOLIO 359

Security no : 124108535623A  
Produced 23/08/2023 09:15 AM

LAND DESCRIPTION

Lot 32 on Plan of Subdivision 140285.  
PARENT TITLE Volume 09362 Folio 387  
Created by instrument LP140285 30/08/1982

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

JOHN WILLIAM HIBBERD of 1 JESSIE COURT IRYMPLE VIC 3494  
AM209723T 26/09/2015

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT K595988 20/10/1983

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

DIAGRAM LOCATION

SEE LP140285 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: 1 JESSIE COURT IRYMPLE VIC 3498

DOCUMENT END

LP140285

EDITION 2  
 PARISH / TOWNSHIP CHART 12

PLAN OF SUBDIVISION OF:	APPROPRIATIONS AND BLUE HATCHED	ENCUMBRANCES & OTHER NOTATIONS
PART OF CROWN PORTION 5	THE LAND COLOURED BLUE, IS SET APART FOR DRAINAGE AND SEWERAGE PURPOSES.	THE LAND COLOURED PURPLE, IS ENCUMBERED BY AN EASEMENT FOR WATER SUPPLY PURPOSES VIDE L.P. 131001
PARISH: OF MILDURA	THE LAND COLOURED GREEN IS SET APART FOR ELECTRICITY SUPPLY PURPOSES.	THE LAND COLOURED BLUE HATCHED PURPLE HATCHED AND BROWN HATCHED IS ENCUMBERED BY AN EASEMENT FOR DRAINAGE AND SEWERAGE PURPOSES.
COUNTY: OF KARKAROO	THE LAND COLOURED BROWN, IS SET APART FOR RIGHTS OF WAY AND DRAINAGE.	VIDE L.P. 131001
SCALE 20 10 0 20 40 LENGTHS ARE IN METRES		ENCUMBRANCES

C/T Vol. 9362 Fol. 357

APPROVED 13 / 7 / 82

COLOUR CONVERSION

BLUE = E-1

BROWN = E-2

BLUE HATCHED = E-3

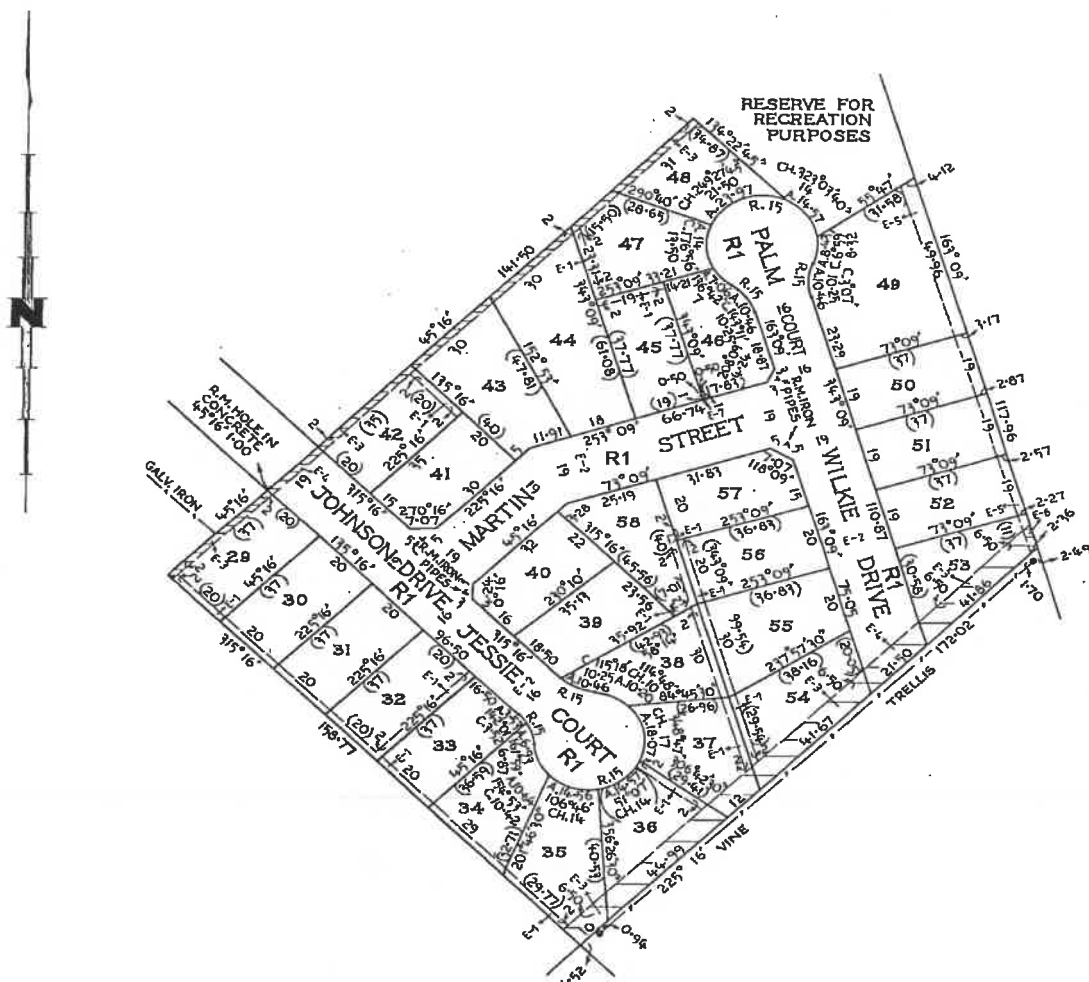
BROWN HATCHED = E-4

PURPLE = E-5

PURPLE HATCHED = E-6

GREEN = E-7

THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 297740 AFFECTS THE LAND IN THIS PLAN



## MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

**LP 140285**

[illegible]



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82452. K595988

\*\*\* 32.00 G RT T

47 368248 1020-31

REGD

K595988

IRWIN & RICHARDS

SOLICITORS

MILDURA

VICTORIA

FREEHOLD

TRANSFER OF LAND.

STAMP DUTY VICTORIA  
4TRANS\$55198 S.D.V. 4 1 AUG83  
RECEIPT# 7526 11K \$VVVVVV 38.00

J. & T. JOHNSON ESTATE (SUNRAYSIA) PTY. LTD. of 146 Langtree Avenue Mildura being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of FOURTEEN THOUSAND DOLLARS (\$14,000.00) paid to it by J.E. & M. KELLY PTY. LTD. of 146 Langtree Avenue Mildura DO HEREBY TRANSFER to the said J.E. & M. KELLY PTY. LTD. all its estate and interest in ALL THAT Piece of land in the Parish of Mildura County of Karkaroc being Lot. 32 on Plan of Subdivision No. 140285 and being the whole of the land more particularly described in Certificate of Title Volume 9479 Folio 359 and the said J.E. & M. KELLY PTY. LTD. for itself and its transferees the registered proprietors for the time being of the land hereby transferred and of every part thereof DO HEREBY and as a separate covenant COVENANT with the said J. & T. JOHNSON ESTATE (SUNRAYSIA) PTY. LTD. and other registered proprietor or proprietors for the time being of the lots in the building scheme comprised in the said subdivision plan and every part thereof (other than the land hereby transferred) as follows:

"THAT it will not at any time erect, construct or build or cause to be erected constructed or build on the said lot, or any part thereof any dwelling house (except for the usual outbuildings) with exterior walls of any material other than brick, brick veneer, stone, terra cotta solid or hollow concrete block or other similar building unit or a combination of same laid up unit by unit and set in mortar and that such dwelling house shall not be a flat, apartment house, boarding house, hostel, lodging house, motel, residential club or public building as defined in Chapter 6 of the Uniform Building Regulations 1974 or any amendment modification or re-enactment thereof or any regulation made in substitution thereof whether made under the Local Government Act 1958 or otherwise and further that it will not erect or cause or suffer to be erected upon the said lot any transportable or moveable dwelling and further that the roof of any such dwelling shall be of tiles if pitched at an angle greater than 5 degrees."



DK595988-1-3

13.10.82

cl. K720700 8/3/84

- 2 -

83/3146  
AMENDED  
13 DEC 1983  
With consent of  
Parties  
[Signature]

AND IT IS HEREBY AGREED AS FOLLOWS:

That the benefit of the foregoing covenant shall be attached to and run at law and equity with the <sup>lots on</sup> ~~land comprised in~~ the said Plan of Sub-division other than the land hereby transferred and that the burden thereof shall be annexed to and run at law and equity to the said land hereby transferred and that the same shall be noted and appear on every future Certificate of Title to the said lot and every part thereof as an encumbrance affecting the said lot and every part thereof.

DATED this 11th day of August 1983

THE COMMON SEAL of J. & T. JOHNSON )

ESTATE (SUNRAYSIA) PTY. LTD. was )

hereunto affixed in the presence )

of: )  
.....Director

.....Secretary



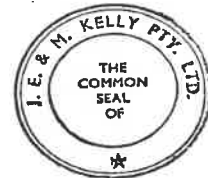
~~THE COMMON SEAL of J. E. & M. KELLY~~ )

PTY. LTD. was hereunto affixed in )

the presence of: )

.....Director

.....Secretary



ENCUMBRANCES REFERRED TO:

The encumbrances (if any) appearing on the said Certificate of Title and affecting the said land.

The Reservations and Conditions contained in Transfer No. 297740.

Dated 11th August

1983.

J. & T. JOHNSON ESTATE  
(SUNWAYSIA) PTY. LTD.

- to -

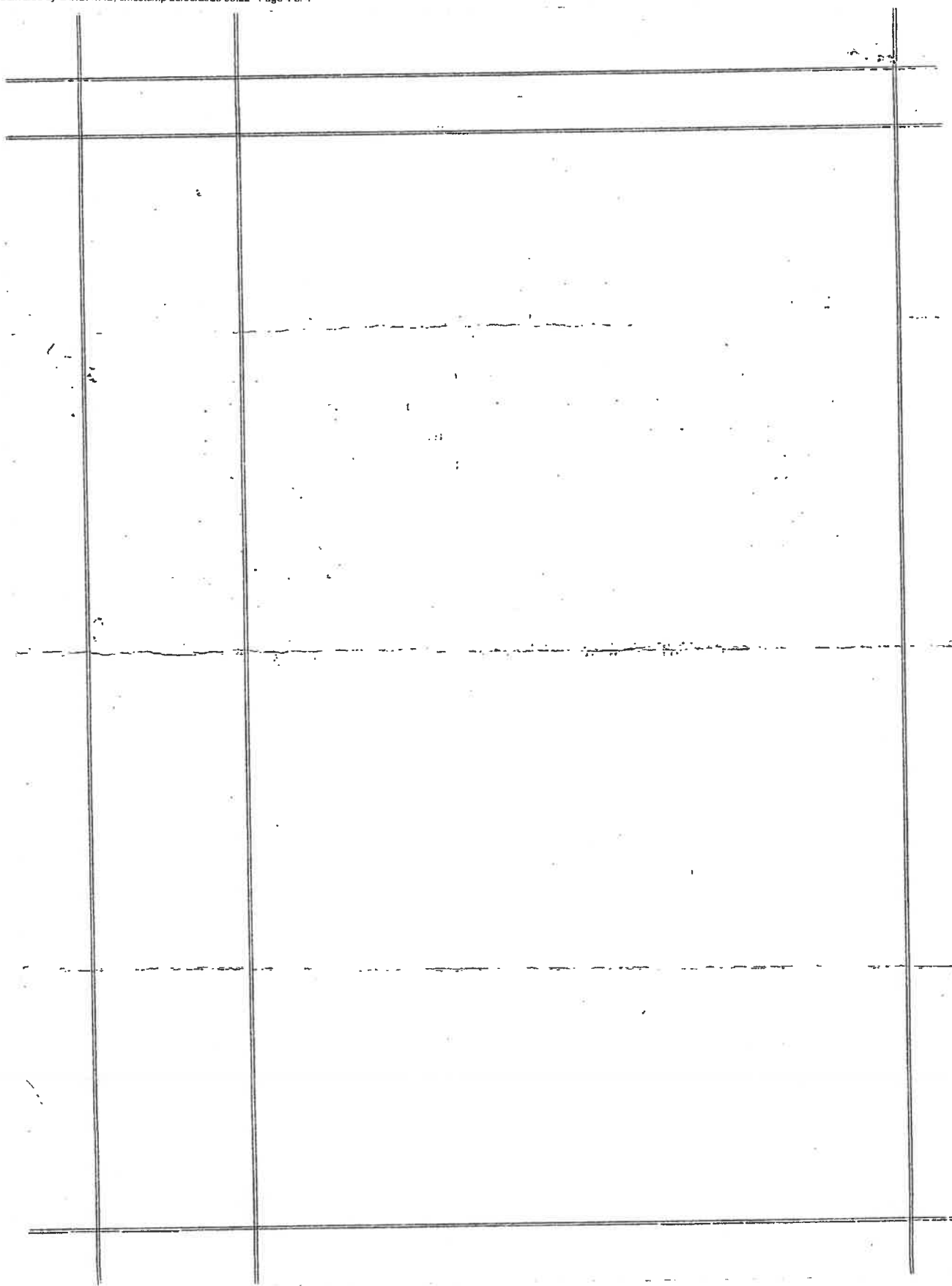
J.E. & M. KELLY PTY. LTD.

TRANSFER OF LAND

IRWIN & RICHARDS,  
Solicitors,  
63 Deakin Avenue,  
MILDURA. 3500.  
23 0169 JSI:MS



DK555988-2-0





Mildura Rural City Council

## Land Information Certificate

Date of certificate: 24 August 2023

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 30100

Assessment No: 16029

Your Reference: SZ 23-0463

### Applicant Details

Holcroft Lawyers  
DX 50020  
MILDURA VIC 3500

### Property Address: 1 Jessie Court IRYMPLE

Description: Lot: 32 Sec: 39 Blk: F LP: 140285

Area: 740.0000 Square Metres

Capital Improved Value	\$331,000
Site Value	\$161,000
Net Annual Value	\$16,550
Base Date:	01/01/2023

### RATES, CHARGES AND OTHER MONIES: FOR THE 2023-2024 FINANCIAL YEAR

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

Residential Rate	\$1,544.32
Waste Management	\$477.15
Residential Fire Levy (Fixed)	\$125.00
Residential Fire Levy (Variable)	\$15.23
Rate Arrears to 30/06/2023:	\$0.00
Interest to 24/08/2023:	\$0.00
Other Monies:	\$0.00
Less Rebates:	-\$303.20
Less Payments:	\$0.00

<b>Total Rates &amp; Charges Due:</b>	<b>\$1,858.50</b>
---------------------------------------	-------------------

### Additional Monies Owed:

Debtor Balance Owing:

<b>Total Rates &amp; Charges &amp; Additional Monies Owed:</b>	<b>\$1,858.50</b>
--	-------------------

**Pay via BPay** Biller Code: 93922 Reference Number: 160291

### Certificate Updates

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

Updates may be requested by the original applicant only.

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

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

### Notice of Acquisition

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

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



Mildura Rural City Council

## Land Information Certificate

Date of certificate: 24 August 2023

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 30100

Assessment No: 16029

Your Reference: SZ 23-0463

**Property Address: 1 Jessie Court IRYMPLE 3498**

Description: Lot: 32 Sec: 39 Blk: F LP: 140285

---

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

---

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

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

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

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

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

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

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

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

### PLEASE NOTE:

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

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

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



Mildura Rural City Council

**Request For Building Information**  
Pursuant to regulation 51 Building Regulation 2018

**Applicant's Name and Address:**

**Holcroft Lawyers**  
**Attn: S Zrna**  
**Email: szrna@holcroftlawyers.com**

<b>File:</b>	<b>PA16029</b>
<b>Your Ref:</b>	<b>TDL:SZ:23-0463</b>
<b>Date Issued:</b>	<b>28 August 2023</b>

<b>Property Address:</b>	<b>1 Jessie Court – IRYMPLE</b> <b>Lot 32 on Plan of Subdivision 140285</b> <b>Volume:9479 Folio:359</b>
--------------------------	--

N.B. Please see page 2 for Salinity Statement

**Regulation 51 (1)**

(A) Details of any permit or certificate of final inspection issued in the preceding 10 years

Nil

(B) Details of any current statement issued under regulation 64(1) or 231(2) of these regulations

Nil

(C) Details of any current notice or order issued by the relevant building surveyor under the Act.

Nil

  
**Signed:**  
**MARK YANTSES**  
**MUNICIPAL BUILDING SURVEYOR**

N.B. Please note that information on this form is taken from Council records and is **NOT** evidence that illegal building works do not exist in relation to this property.

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

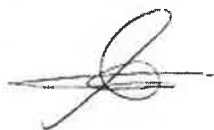
Some land within the municipality of the Mildura Rural City Council contains high levels of salt resulting in a condition commonly referred to as 'salinity'. Salinity can result in 'salt damp' or 'rising damp and salt attack' which can cause damage to certain building materials such as concrete and masonry.

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

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

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

Yours sincerely

A handwritten signature in black ink, appearing to be 'Mark Yantses', with a stylized flourish at the end.

**Mark Yantses**

**MUNICIPAL BUILDING SURVEYOR**

MY/cm



# URBAN SUPPLY INFORMATION STATEMENT



Statement No: IS23/93156  
Page: 1 of 2  
Our Ref: 12064  
Issue Date: 25/08/2023  
Your Ref: TDL:SZ:23-0463

HOLCROFT LAWYERS  
PO BOX 5028  
MILDURA VIC 3502

Statement showing Tariffs, Charges & Interest due within Financial Year Ending 30/06/2024.

Owner Name(s) MR JW HIBBERD  
Situat: 1 JESSIE COURT IRYMPLE VIC 3498  
Description: Lot 32 LP 140285 Blk F Sec 39 Vol 9479 Fol 359

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

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

## TARIFFS AND CHARGES

TARIFFS & CHARGES LEVIED for period:	1/07/2023 to 30/09/2023	
Sewerage Service Tariff		136.96
Water Service Tariff		58.01
Water by Measure to 25/8/2023		17.38
Receipts, Concessions & Rebates		(211.34)
Balance Due		\$1.01



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

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

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

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

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



PROPERTY SERVICE INFORMATION	
Property Serviced:	Yes
Water Supply:	Potable Water
Sewer Supply:	Reticulated Sewer System

#### Last Billed Water Consumption Details

-----  
 Period Of Usage: 15/2/2023 to 23/5/2023 (97 Days)  
 35 kl @ \$0.46780 Step1 Rate = \$16.37

Period Of Usage: 23/5/2023 to 25/8/2023 (94 Days)  
 2 kl @ \$0.50380 Step1 Rate = \$1.01

#### Water Meter Details

-----  

Serial No.	Size	Date Read	Reading
23101213	20	25/8/2023	1

#### Other Information:

Corporation sewer main located inside property boundary:-

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

If you wish to make the settlement payment for this property via BPay please use the following information:  
**Biller Code 78477 Payment Reference Number 700120645.**

This Statement was issued from the Mildura Office

Signed:

*Katie Duffin*

On behalf of:

**LOWER MURRAY URBAN & RURAL WATER CORPORATION**

#### PLEASE NOTE:

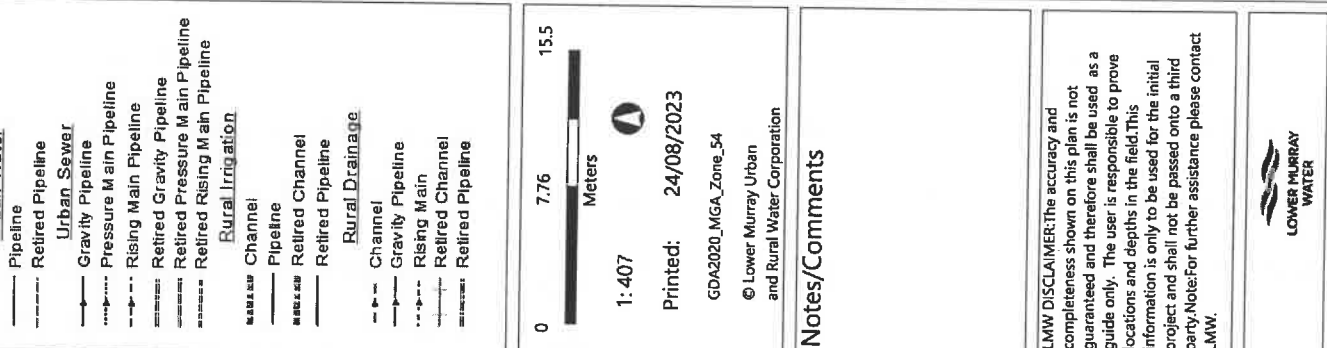
Legislative changes in Plumbing Regulations are such that Lower Murray Water is unable to ensure that internal plumbing services are complete. A physical inspection by a Registered/Licensed Plumber is advised.

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

#### DISCLAIMER:

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

### Legend



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



# Property Clearance Certificate

## Land Tax



HOLCROFT LAWYERS

**Your Reference:** TDL:SZ23-0463

**Certificate No:** 66647676

**Issue Date:** 23 AUG 2023

**Enquiries:** ESYSPROD

**Land Address:** 1 JESSIE COURT IRYMPLE VIC 3498

Land Id	Lot	Plan	Volume	Folio	Tax Payable
17845366	32	140285	9479	359	\$0.00

**Vendor:** JOHN HIBBERD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JOHN WILLIAM HIBBERD	2023	\$146,000	\$0.00	\$0.00	\$0.00

**Comments:** Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$304,000

SITE VALUE: \$146,000

CURRENT LAND TAX CHARGE: \$0.00

# Notes to Certificate - Land Tax

Certificate No: 66647676

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$146,000

Calculated as \$0 plus ( \$146,000 - \$0) multiplied by 0.000 cents.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 66647676

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

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

### CARD



Ref: 66647676

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Windfall Gains Tax



HOLCROFT LAWYERS

**Your Reference:** TDL:SZ23-0463

**Certificate No:** 66647676

**Issue Date:** 23 AUG 2023

**Land Address:** 1 JESSIE COURT IRYMPLE VIC 3498

Lot	Plan	Volume	Folio
32	140285	9479	359

**Vendor:** JOHN HIBBERD

**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

A handwritten signature in black ink, appearing to read "Paul Broderick".

**Paul Broderick**  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

# Notes to Certificate - Windfall Gains Tax

Certificate No: 66647676

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

## General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 66647678

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

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

### CARD



Ref: 66647678

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 22 August 2023 04:52 PM

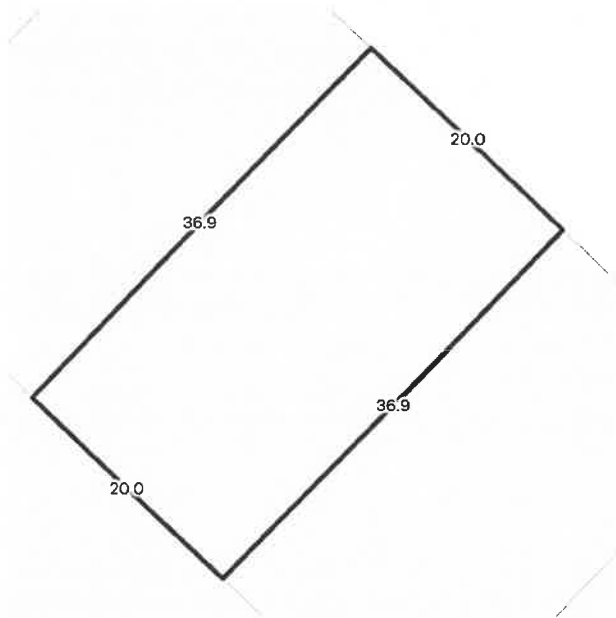
## PROPERTY DETAILS

Address: **1 JESSIE COURT IRYMPLE 3498**  
Lot and Plan Number: **Lot 32 LP140285**  
Standard Parcel Identifier (SPI): **32\LP140285**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **16029**  
Directory Reference: **Vicroads 537 S4**

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

## SITE DIMENSIONS

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



**Area:** 739 sq. m

**Perimeter:** 114 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

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

PROPERTY REPORT: 1 JESSIE COURT IRYMPLE 3498

Page 1 of 2

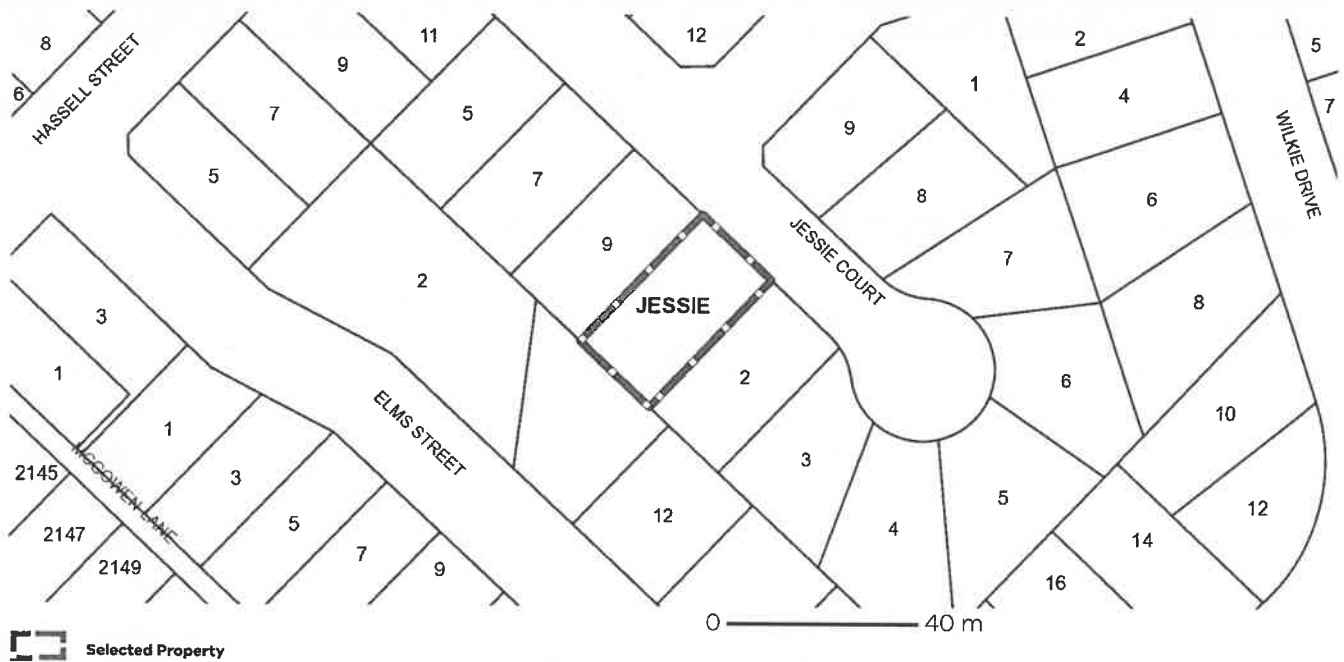


# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Area Map



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

PROPERTY REPORT:1 JESSIE COURT IRYMPLE 3498

Page 2 of 2

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 22 August 2023 04:53 PM

## PROPERTY DETAILS

Address: **1 JESSIE COURT IRYMPLE 3498**  
Lot and Plan Number: **Lot 32 LP140285**  
Standard Parcel Identifier (SPI): **32\LP140285**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **16029**  
Planning Scheme: **Mildura**  
Directory Reference: **Vicroads 537 S4**

[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

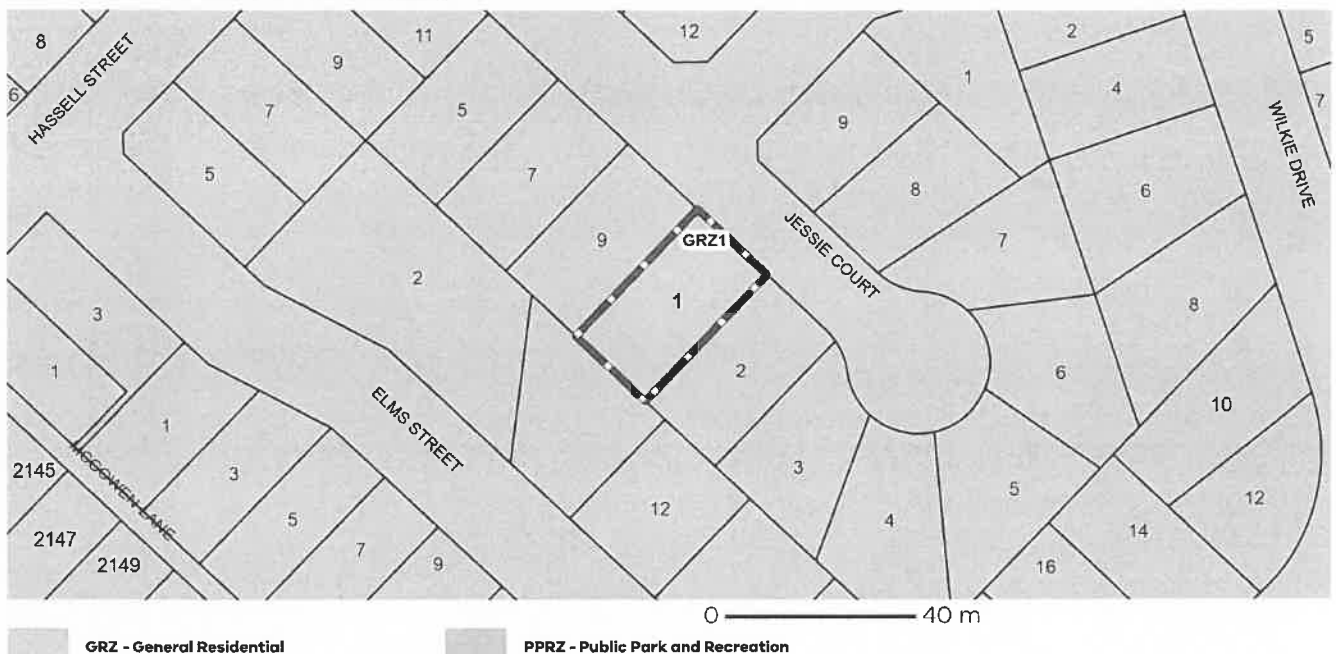
Registered Aboriginal Party: **First People of the Millewa-Mallee**

[View location in VicPlan](#)

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

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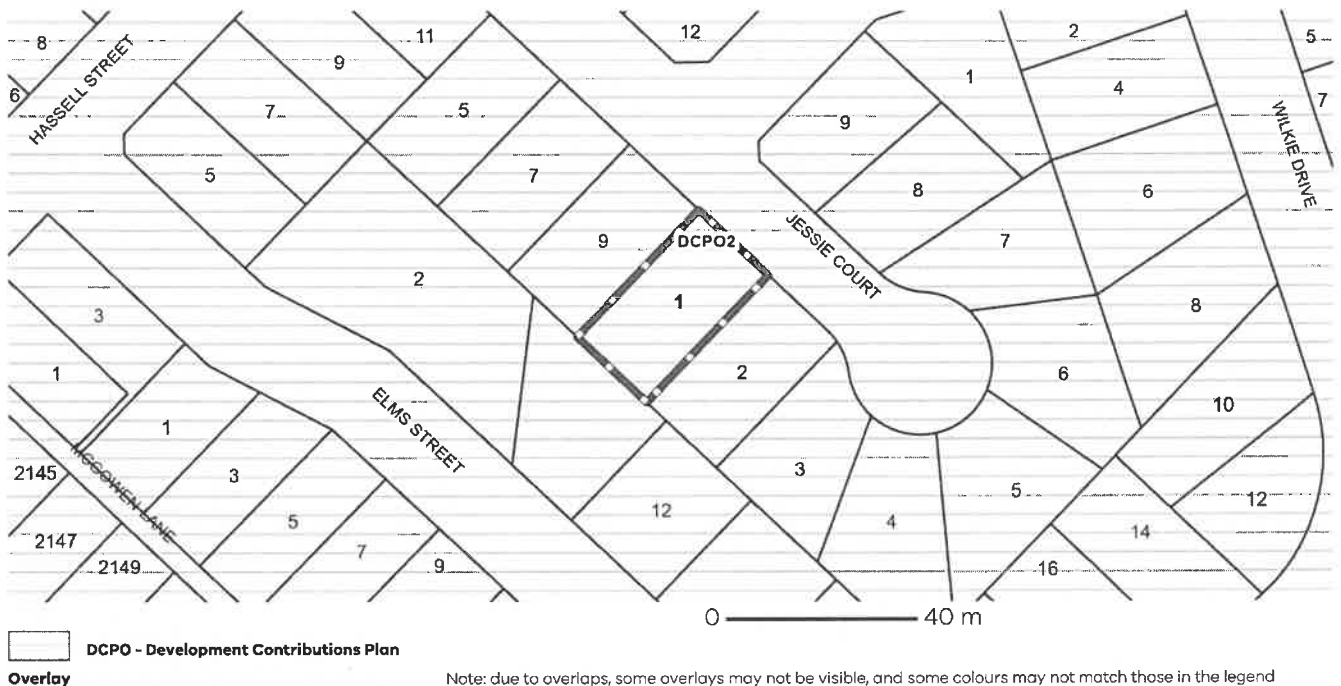
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlays

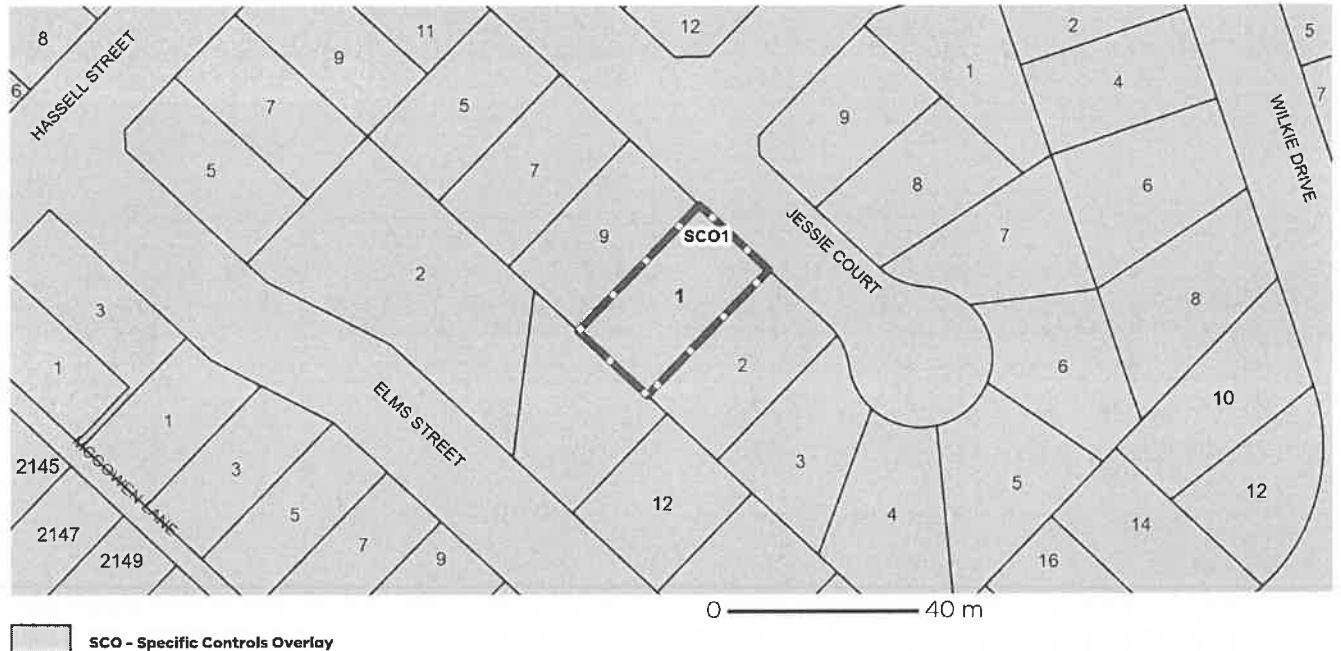
### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



### SPECIFIC CONTROLS OVERLAY (SCO)

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



## Further Planning Information

Planning scheme data last updated on 16 August 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>

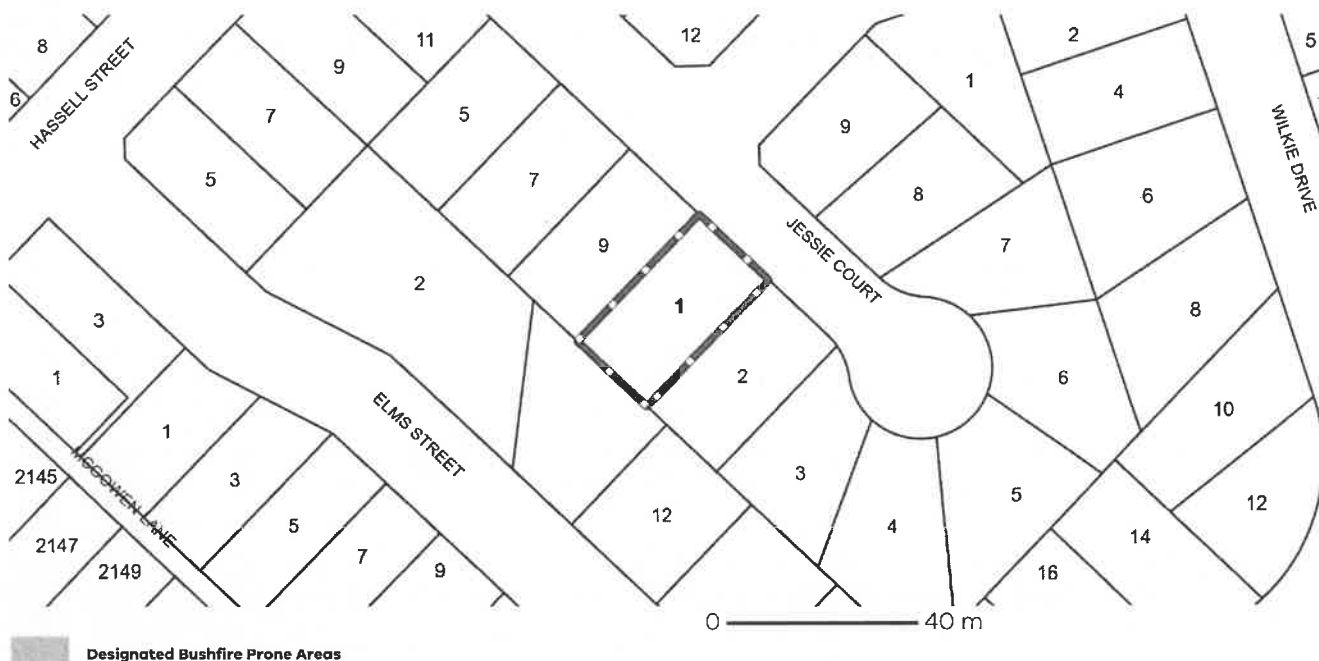
## Designated Bushfire Prone Areas

**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://www.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://www.environment.vic.gov.au)

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# 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.

DATED

2023

**JOHN WILLIAM HIBBERD**

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**VENDORS STATEMENT**

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**Property: 1 Jessie Court, Irymple 3498**

Holcroft Lawyers

143 Langtree Avenue  
MILDURA VIC 3500  
Tel: (03) 5022 2622  
Fax: (03) 5022 2649  
Ref: TDL:SZ:23-0463

Prepared on 28 August 2023