

SPECIAL CONDITIONS

THE FOLLOWING CONDITIONS SHALL FORM PART OF ANY CONTRACT TO WHICH THIS VENDORS STATEMENT IS ANNEXED AND SUBSEQUENTLY ENTERED INTO BETWEEN THE VENDOR AND ANY PURCHASER. THESE CONDITIONS SHALL TAKE EFFECT NOTWITHSTANDING ANY CONFLICTING GENERAL CONDITIONS SET OUT IN OR INCORPORATED BY REFERENCE TO THE CONTRACT

1. GST withholding – not classified as “new residential property, or potential residential land”

The vendor hereby gives notice to the purchaser, pursuant to 14-255 of the Taxation Administration Act 1953 (Cth) Schedule 1, that the purchaser is not required to make a payment to the Commissioner of Taxation under s14-250 because the land subject to this contract is not as referred to in s14-250(2) new residential premises or potential residential land included in a property subdivision plan.

2. Purchaser acknowledgements

- 2.1 The purchaser acknowledges that they are purchasing the property:
 - 2.1.1 in its present condition and state of repair; and
 - 2.1.2 subject to all defects latent and patent; and
 - 2.1.3 subject to any infestations and dilapidation; and
 - 2.1.4 subject to any environmental contamination; and
 - 2.1.5 subject to all existing or non-existing as the case may be water, sewer, drainage and plumbing services and connections in respect of the property; and
 - 2.1.6 subject to any non-compliance with the Local Government Act or any ordinance under that Act in respect of any building on the land; and
- 2.2 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 or disclosed in this contract.

3. Representation and warranty as to building

- 3.1 The purchaser acknowledges that the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the purchaser expressly releases the vendor and/or the vendor's agent from any claims and/or demands in respect thereof.

4. Planning

- 4.1 The property is sold subject to any restrictions as to user imposed by law or by an authority with power under any legislation to control the use of the land. Any such restriction shall not constitute a defect in title or a matter of title or effect the validity of this contract and the purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the vendor in respect thereof.

5. Whole Agreement

- 5.1 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 negated.

- 5.2 The purchaser acknowledges that no information representation comment opinion or warranty by the vendor or the vendors agent was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and no information representation comment opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this contract.

6. Corporate Purchaser

- 6.1 In the event the purchaser is a company the guarantee referred to in general condition 3 of the 2019 Law Institute of Victoria Contract of Sale of Land shall be in the form set out hereunder.

GUARANTEE AND INDEMNITY

WE, _____ (the directors of the purchasing entity)

IN CONSIDERATION OF _____ (the vendor named in the contract of sale of Land) ('the Contract') having at our request entered into the contract with the corporate purchaser named in it upon the terms and conditions contained in the contract DO HEREBY JOINTLY AND SEVERALLY COVENANT with the vendor for ourselves and our executors administrators and personal representatives as follows:

- (a) to indemnify and keep the vendor indemnified from and against any and all cost, charges, claims, demands, suits and expenses whatsoever and howsoever arising out of this guarantee;
- (b) if at any time and from time to time the corporate purchaser should default:
 - i. in the payment of money payable by it to the vendor pursuant to the contract; or
 - ii. in the performance or observance of any term or condition on the part of the corporate purchaser to be performed or observed to forthwith on demand by the vendor pay to the vendor the whole of the money which shall then be due and payable to the vendor upon the same terms and conditions and in the same manner prescribed by the contract as if we were each jointly and severally parties to the contract and our names were inserted in the it in place of the name of the corporate purchaser.

AND WE JOINTLY AND SEVERALLY DECLARE

- 1. That this guarantee and indemnity is and shall be an unconditional and continuing guarantee and indemnity and shall not be affected or released by:
 - a. Any waiver neglect or forbearance on the part of the vendor in enforcing payment of any of the money payable pursuant to the contract by the corporate purchaser or in enforcing the performance or observance of any of the covenants, agreements, obligations and conditions contained in the contract and on the part of the corporate purchaser to be performed or observed;
 - b. Any release, variation, exchange, renewal or modification made or any other dealing by the vendor with the terms of the contract;
 - c. Any other guarantee or security which the vendor may now or hereafter hold in respect of the contract or any judgment obtained by the vendor in relation to the contract;
 - d. The transfer or assignment of the benefit of this guarantee and indemnity to any person in whole or in part;
 - e. The failure to give notice to us or our lack of consent before or after the happening of any of the above mentioned acts or events or generally the making of any agreement between the vendor and the corporate purchaser.

EXECUTED as a Deed this

day of

2024

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	1/256 Seventh Street, Mildura 3500 Being Lot 1 on Registered Plan of Strata Subdivision 020354X and being the whole of the land more particularly described in Certificate of Title Volume 9556 Folio 921
-------------	---

Vendor's name	Nathan Ross Duncan	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.

Water by measure,
usual municipal
and water rate
increases

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

	To	
--	----	--

Other particulars (including dates and times of payments):

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 in the attached copies of title documents.

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

To the best of the vendor's 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:

Not Applicable.

4.2. Agricultural Chemicals

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

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.

6.1 The owners corporation is an inactive owners corporation. Pursuant to s32F of the *Sale of Land Act* 1963, an owners corporation is inactive if it has not in the previous 15 months: had an annual general meeting; and fixed any fees; and held any insurance.

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"/>
---	--	---------------------------------------	-----------------------------------	---

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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 1000m²; (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)

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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.

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.

(04/10/2016)

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

Page 1 of 2

VOLUME 09556 FOLIO 921

Security no : 124113994795S
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LAND DESCRIPTION

Lot 1 on Registered Plan of Strata Subdivision 020354X.
PARENT TITLE Volume 09512 Folio 140
Created by instrument SP020354X 30/05/1984

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NATHAN ROSS DUNCAN of 90 MURRAY STREET WENTWORTH NSW 2648
AG857622K 09/11/2009

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG857623H 09/11/2009
COMMONWEALTH BANK OF AUSTRALIA

COVENANT (as to whole or part of the land) in instrument K453341

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE SP020354X 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: UNIT 1 256 SEVENTH STREET MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP020354X

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

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DOCUMENT END

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Document Identification	SP020354X
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PLAN OF STRATA SUBDIVISION		EDITION 1	SP020354X
LOCATION OF LAND PARISH: MILDURA TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: ONE (PART) TITLE REFERENCE: VOL. 9512 FOL. 140 LAST PLAN REFERENCE: LOT 4 ON L.P. 142602 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 256 SEVENTH STREET, MILDURA. 3500.		FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT	
		SURVEYOR'S CERTIFICATE Surveyor: MARK TOMKINSON Certification Date: 05/12/1983 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF MILDURA on 08/03/1984 REGISTERED DATE: 30/05/1984 PLAN UPDATED BY REGISTRAR IN AN661031Q 07 / 01 / 2020	

LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 & 2 ARE SINGLE STOREY BUILDINGS.

THE LOWER BOUNDARY OF LOTS 1 & 2 IS ONE METRE BELOW THAT PART OF THE SITE OF THE RELEVANT LOT.

THE UPPER BOUNDARY OF THESE LOTS IS EIGHT METRES ABOVE THAT PART OF THE SITE.

NO LOT IS AN ACCESSORY LOT.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

NOTATIONS:

THE WHOLE OF THIS LAND IS AFFECTED BY THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER No. 266627 AND THE COVENANT CONTAINED IN TRANSFER K453341.

EASEMENT INFORMATION

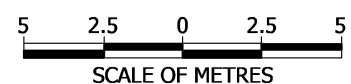
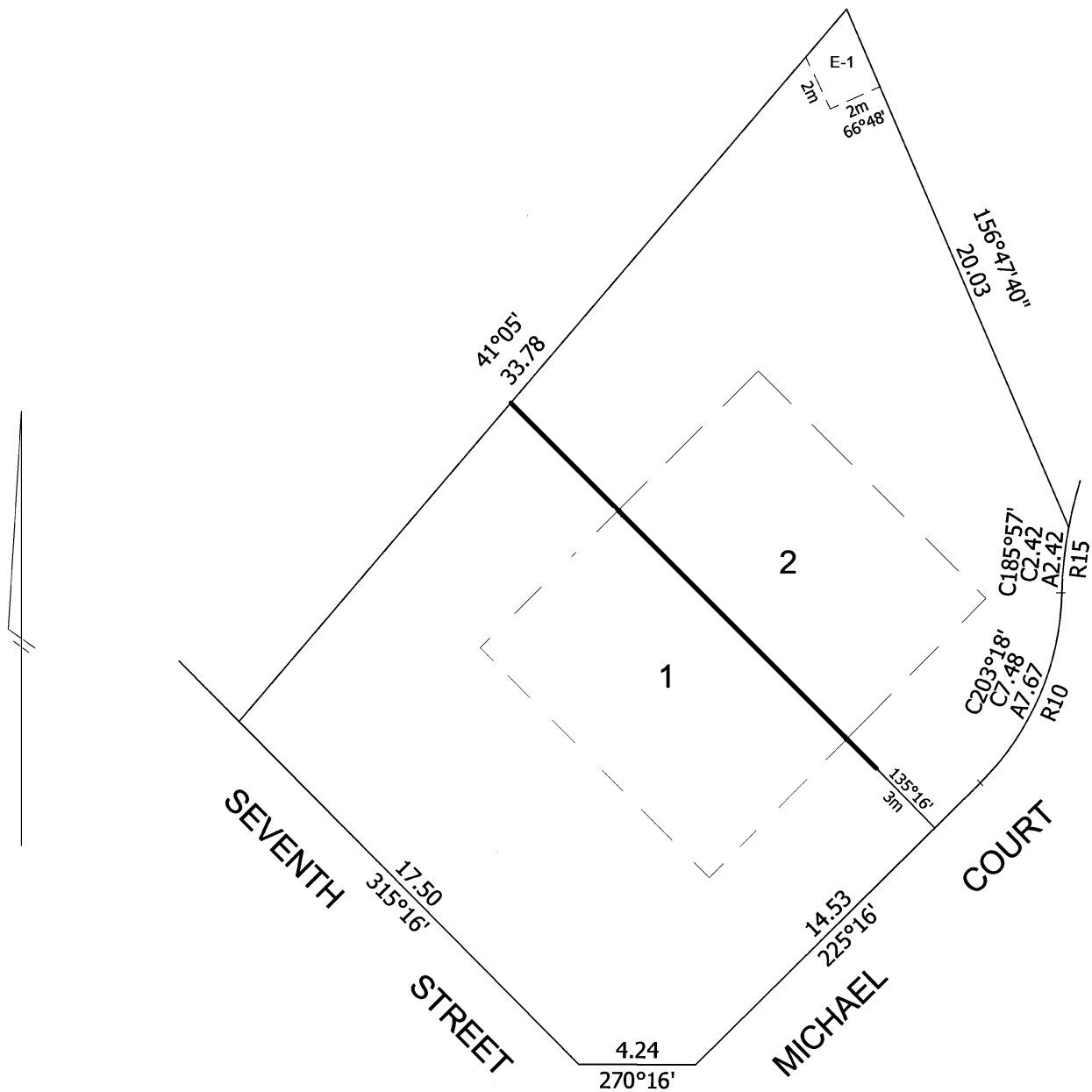
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	SEWERAGE	SEE DIAG.	L.P.142602	LOTS ON L.P.142602	LOT 2 & CP

PLAN OF STRATA SUBDIVISION

SP020354X





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. SP020354X**

The land in SP020354X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1, 2.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

254 SEVENTH STREET MILDURA VIC 3500

SP020354X 30/05/1984

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	50	50
Lot 2	50	50
Total	100.00	100.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. SP020354X

Statement End.

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337

K453341

K453341

GALLAGHER, RYAN & BYRNE

MILDURA

VICTORIA

TRANSFER OF LAND

RECORDED

FREEHOLD

We, ROBERT LESLIE FAULKHEAD Painter and MARGARET ANN FAULKHEAD Married Woman both of Nichols Point being registered or entitled to be registered as the proprietors of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of SEVENTEEN THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$17,250.00) paid to us by PAUL MAXWELL DEAN Builder and SHARON LEE DEAN Married Woman both of 17 Floral Avenue, Mildura DO HEREBY TRANSFER to the said PAUL MAXWELL DEAN and SHARON LEE DEAN as joint tenants all our estate and interest in all that piece of land being Lot 4 on Plan of Subdivision No. 142602 Parish of Mildura and being part of the land more particularly described in Certificate of Title Volume 9284 Folio 026 ^{now = whole 9512/140} AND THE SAID PAUL MAXWELL DEAN and SHARON LEE DEAN for themselves and their transferees the registered proprietors for the time being of the land hereby transferred and of every part thereof DO HEREBY as a separate covenant COVENANT with the said ROBERT LESLIE FAULKHEAD and MARGARET ANN FAULKHEAD and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and of every part thereof (other than the land hereby transferred) as follows:

THAT they will not at any time erect, construct or build or cause to be erected or constructed or built or allow to remain erected or constructed or built 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 block, solid or hollow concrete block or other similar building unit or a combination of same laid up unit by unit and set in mortar, nor roof such dwelling with galvanized iron.

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

STAMP DUTY VICTORIA
4 TRANS 44142 S.D.V. \$44142.35
RECEIPT 5239 114 \$44142.35



J.W.
20.7.83

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

DATED the 1st day of July 1983

SIGNED by the said ROBERT
LESLIE FAULKHEAD and MARGARET
ANN FAULKHEAD in Victoria in
the presence of:

[Signature]

SIGNED by the said PAUL
MAXWELL DEAN and SHARON LEE
DEAN in Victoria in the
presence of:

[Signature]

ENCUMBRANCES REFERRED TO

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

DATED

19/11

R.L. & M.A. FAULKHEAD

- to -

P.M. & S.L. DEAN

TRANSFER OF LAND

GALLAGHER, RYAN & BYRNE
Solicitors,
70 Deakin Avenue,
MILDURA, Vic. 3500
Ref: IPR:MS:LM



DK453341-2-9

Property Clearance Certificate

Land Tax



SARAH KLARICH

Your Reference:	LD:72415171-015-0.
Certificate No:	74554104
Issue Date:	08 APR 2024
Enquiries:	ESYSPROD

Land Address:	UNIT 1, 256 SEVENTH STREET MILDURA VIC 3500
---------------	---

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19604570	1	20354	9556	921	\$975.00

Vendor: NATHAN DUNCAN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR NATHAN ROSS DUNCAN	2024	\$126,000	\$975.00	\$0.00	\$975.00

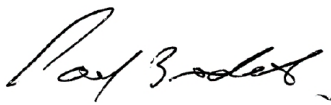
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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:	\$250,000
SITE VALUE:	\$126,000
CURRENT LAND TAX CHARGE:	\$975.00



Notes to Certificate - Land Tax

Certificate No: 74554104

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 by the Commissioner 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.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. 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.
8. 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 = \$975.00

Taxable Value = \$126,000

Calculated as \$975 plus (\$126,000 - \$100,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 74554104

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

CARD



Ref: 74554104

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



SARAH KLARICH

Your Reference:	LD:72415171-015-0.
Certificate No:	74554104
Issue Date:	08 APR 2024

Land Address: UNIT 1, 256 SEVENTH STREET MILDURA VIC 3500

Lot	Plan	Volume	Folio
1	20354	9556	921

Vendor: NATHAN DUNCAN
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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 74554104

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 by the Commissioner 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.

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. 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.
10. 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.
11. 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

<p>BPAY</p> <div><div><p>Billers Code: 416073 Ref: 74554106</p></div></div> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <div><div><p>Ref: 74554106</p></div></div> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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MILDURA
741 - 759 Fourteenth Street Mildura 3500
PO Box 1438 Mildura 3502
AUSDOC DX 50023
Tel: (03) 5051 3400 Fax: (03) 5051 3480

SWAN HILL
73 Beveridge Street Swan Hill 3585
PO Box 1447 Swan Hill 3585
AUSDOC DX 30164
Tel: (03) 5036 2150 Fax: (03) 5036 2180



24 Hour Supply Emergency
1800 808 830

MR NR DUNCAN
4 ALESSI RISE
MILDURA VIC 3500

Property Address : U 1/256 SEVENTH STREET MILDURA VIC 3500 (Prop:7195) - Urban Account
Lot 1 SP 20354 Bk D Sec 5 Vol 9556 Fol 921

Water Service Tariff
Sewerage Service Tariff

Charge	Balance
58.01	58.01
136.96	136.96
	0.00

TOTAL OWING	\$194.97
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Reference No.
URBAN ACCOUNT

Amount Due \$194.97

Due Date 10 May 2024

Date of Issue: 03/04/2024

Tariffs and Charges Notice
4th Quarter 2023/24
01/04/2024 - 30/06/2024

POST *850 700071954

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



LMW054G

16731789

Payment Slip - Methods of Payment

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



Direct Debit
Please contact your local office.



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



Billpay Code: 0850
Ref: 700071954

Pay in person at any Post Office.



Biller Code: 78477
Ref: 700071954

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

007195

U 1/256 SEVENTH STREET MILDURA VIC 3500 (Prop:7195) - Urban Account



*850 700071954

\$194.97



Biller Code: 78477
Ref: 700071954

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

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

BPAY View Registration No: 700071954

Amount Due

\$194.97



By Phone
Pay by phone 13 667 0052
Standard call charges apply.

See reverse for In Person and By Mail options

These services are GST-free. The next Quarterly Notice will be mailed Jul 2024 - due mid Aug

Account Information

In accordance with Section 274 (1) (b) of the Water Act 1989, this account has a due date period of 28 Days. The current amount is due and payable by the date shown on the front of this notice. Any arrears must be paid immediately regardless of the due date shown. The issuance of an Urban final notice will incur a fee. Interest charges will accrue against any Rural charges in arrears.

Payment Assistance

Lower Murray Water offers a variety of flexible payment options to assist you in managing payment of your accounts. In the event that you are experiencing financial hardship we have developed a 'Code of Practice' that outlines minimum standards of service we will provide to assist you.

These options can be accessed by contacting your local office.

If payment is not made or a suitable payment plan agreed to then you may be subject to further recovery action which may include restriction of water supply, application of interest and/or referral to a third party debt collection agency.

Concession Rebates

Concession rebates are available for the following customers:

- Urban Residential.
- Domestic and Stock within Irrigation Districts.
- Domestic and Stock Private Diverters.

The above Customers holding a Centrelink PCC/HCC Card or a Department of Veteran Affairs PCC/Gold Repatriation Health Card (TPI & War Widow only) may be eligible for a Pension Concession. Please contact your local office for further details.

Concession re-application is only required if the customers circumstances have altered since last account issued.

By claiming a concession, you will be authorising Lower Murray Water to confirm your eligibility with Centrelink or the Department of Veteran Affairs. This consent will be ongoing and can be revoked by contacting Lower Murray Water.

Water Quality - Irrigation and Rural Supply Districts

Water supplied for irrigation, rural supplies or domestic and stock purposes by Lower Murray Water is not fit for any use which may involve human consumption, directly or indirectly, without first being properly treated.

Water Meters / Meter Failure

Please ensure there is clear access to your water meter at all times. In the event that we are unable to accurately determine your usage through your meter readings your reading will be assessed in compliance with the relevant customer charter.

Utility Relief Grant Scheme

Customers who are unable to pay their bill because of a temporary financial crisis and fit the application criteria may qualify for a once off grant from the Department of Health and Human Services' Utility Relief Grant Scheme.

Energy and Water Ombudsman (Victoria)

Lower Murray Water is pleased to help you in any matter regarding our services by simply calling us at any of our offices. If we cannot resolve an issue you may choose to call the Energy and Water Ombudsman (Victoria) on FREECALL 1800 500 509 or at www.ewov.com.au.

TTY callers dial 133 677 and quote LMW phone number 03 5051 3400

Interpreter Service

For Interpreter Service please call the number below.

Per avvalervi di un interprete, telefonate al numero indicato in basso.

Tercümanlık servisi için aşağıdaki telefon numarasını arayınız.

Kung nangangailangan ng interpreter, tumawag lamang sa numerong nasa ibaba.

Fetu'utaki ki he fika telefoni 'i lalo ki he potungaue fakatonulea.

Za usluge tumača molimo nazovite donji broj.

Για υπηρεσία διερμηνέων, παρακαλώ τηλεφωνηστε στον κατωτέρω αριθμό.

13 14 50

Payment Slip - Methods of Payment

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



In Person

Present this notice at any office listed.
EFTPOS facilities are available.
No cash is accepted at LMW offices.

Mildura (Head Office):

741-759 Fourteenth Street Mildura

Swan Hill (Area Office):

73 Beveridge Street Swan Hill

Kerang (Area Office):

56 Wellington Street Kerang



By Mail

Make remittances payable to:

Lower Murray Water

(cross cheques Not Negotiable)

Send to: PO Box 1438 Mildura Vic 3502

Do not include cash

In line with common business practice, a receipt will not be forwarded.

Have you recently changed your mailing address?

Update your address online at www.lmw.vic.gov.au or return the below slip to us.

Name:

Reference No:

New Address:

Email to: contactus@lmw.vic.gov.au or mail to PO Box 1438 Mildura Victoria 3502

Detach payment slip and forward with cheque or money order to your local office.



Mildura Rural City Council

Rate and Valuation Notice

For the period 1 July 2023 to 30 June 2024

Tax Invoice

ABN 42 498 937 037

Assessment No: 6284

Date of Issue: 9 August 2023

Mr N R Duncan
4 Alessi Rise
MILDURA VIC 3500

033

PROPERTY LOCATION - DESCRIPTION - VALUATIONS

Unit 1 256 Seventh Street MILDURA VIC 3500

Ut 1 RP 20354X Sec 5 Blk D

AVPCC: 120 - Single Strata Unit/Villa Unit/Townhouse

Capital Improved Value: 250,000

Site Value: [REDACTED]

Net Annual Value: 12,500

Valuation Date: 1 January 2023

RATES - CHARGES - STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Rate	0.00466561	[REDACTED]	\$1,166.40
Waste Management	477.15	1	\$477.15
Residential Fire Levy (Fixed)	125.00	1	\$125.00
Residential Fire Levy (Variable)	0.000046	250000	\$11.50

TOTAL AMOUNT

\$1,780.05

OPTION 1

Pay by Instalments

Instalment 1 of 4

\$445.02

Instalment 1 **\$445.02**
Due 30 September 2023

Instalment 2 **\$445.01**
Due 30 November 2023

Instalment 3 **\$445.01**
Due 28 February 2024

Instalment 4 **\$445.01**
Due 31 May 2024

OPTION 2

Pay in Full

Due 15 February 2024

\$1,780.05

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.

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:

EA56A8F00Q

mildura.enotices.com.au/login

Payment Slip

Tear off this slip and return it with your payment

Mr N R Duncan

Unit 1 256 Seventh Street MILDURA VIC 3500

Assessment No: 6284

1st Instalment: \$445.02

Or Pay in Full: \$1,780.05



Biller code: 93922
Ref: 0062844

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

ATTENTION:

Your BPAY Reference Number has been updated and now consists of 7 digits

© Registered to BPAY Pty Ltd ABN 69 079 137 518

Internal Use Only





CHANGE OF NAME, ADDRESS OR OWNERSHIP

It is the responsibility of the ratepayer to notify Council if you change your name, residential or postal address. If you are no longer the property owner or ratepayer, please contact Council immediately.

LATE PAYMENT INTEREST AND PENALTIES

Late payments will be subject to penalty interest calculated from the date each quarterly instalment was due (irrespective of whether paying by the Instalment or Lump Sum option) at an interest rate of 10% pa (set under the Penalty Interest Rates Act 1983) on all overdue rates and charges until paid in full. Council may utilise legal action to recover outstanding rates and charges. All associated legal costs will be borne by the ratepayer.

ALLOCATION OF PAYMENTS

Payments received will be allocated as follows:

1. Legal Costs Owning (if any)
2. Interest Owning (if any)
3. Arrears Owning (if any)
4. Current Rates or Charges Owning

PAYMENT PLANS AND HARDSHIP

Ratepayers experiencing financial difficulties making rates payments may apply to Council to enter a payment plan to make smaller, more regular payments toward their rates and charges.

PENSION CONCESSION

Eligible pensioners can claim a concession on their Council rates and Fire Services Property Levy. If you have previously made an application and a concession isn't shown on your rate notice, please contact Council.

SINGLE FARM ENTERPRISE

An exemption from paying the Fire Services Property Levy fixed charge more than once may apply if multiple properties form a Single Farm Enterprise.

PROPERTY OWNER NAME

Duncan, Nathan Ross

RATE NOTICE APPEAL

A ratepayer has the right under the Local Government Act 1989 (the Act) to:

apply to the Victorian Civil and Administration Tribunal under Section 183 of the Act for a review in relation to a differential rating within 60 days of the date of issue of this notice;

appeal to the County Court under Section 184 of the Act for a review in relation to a rate or charge within 60 days of the date of issue of this notice;

apply to the Victorian Civil and Administrative Tribunal under Section 185 of the Act for a review in relation to a special rate or special charge within 30 days of the date of issue of this notice.

Prior to lodging any appeal with VCAT or the County Court, ratepayers are encouraged to first discuss the matter with Council.

RATE CAPPING

Council has complied with the Victorian Government's rates cap of 3.5 per cent. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons -

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

PRIVACY INFORMATION

Mildura Rural City Council collects personal information for municipal purposes as specified in the Privacy and Data Protection Act 2014. The information collected in this form is used only for the purposes specified and is not passed on to third parties. Council may disclose this information but only if authorised or required by law. Should you require further information regarding Council's Privacy Policy please contact Council's Privacy Officer.

RATE COMPARISON TABLE

The following rate comparison information shows what rates would have been raised if your property was classified with an alternative differential rate. This only applies to general rates.

Rating Category	Rate in \$	Capital Improved Value	General Rates
Residential	0.00466561	250,000	1,166.40
Business	0.00606529	250,000	1,516.32
Dryland Farm	0.00419905	250,000	1,049.76
Irrigated Farm	0.00419905	250,000	1,049.76

AVPCC

An Australian Valuation Property Classification Code is applied to each property to determine land use classification for Fire Services Property Levy purposes.

NOTICE OF VALUATION

The property described on this notice has been valued having regard to its present condition. The valuations shown may be used by other rating authorities for the purposes of a rate or tax. Council uses the Capital Improved Value of your property as the basis for calculation of rates. A person may lodge an objection to the valuation and/or AVPCC within two months of the date of issue where a notice of valuation has been issued for the first time. Any such objection must be lodged in accordance with Sec 16 of the Valuation of Land Act 1960. A person considering objecting is advised to first discuss the matter with Council. Regardless of any objection, rates must be paid (as assessed) by the due date.

FIRE SERVICES PROPERTY LEVY ACT 2012

Council is obliged under the Fire Services Property Levy Act 2012 to apply and collect this levy on behalf of the Victorian State Government. If you are subject to this levy, and your land is rateable, you may apply for a waiver, deferral or concession in respect of the levy amount in accordance with Sec 27. If you are subject to this levy and your land is classified residential for land use classification purposes but is not rateable land, you may apply for a waiver, deferral or concession in respect of the levy amount in accordance with Sec 28.

GOT QUESTIONS?

For application forms or further information regarding any of these matters, please contact Council or visit our website.

Madden Avenue Service Centre
108 Madden Avenue, Mildura
Phone: 03 5018 8100

Deakin Avenue Service Centre
76 Deakin Avenue, Mildura
Phone: 03 5018 8100

Ouyen Service Centre
79 Oke Street, Ouyen
Phone: 03 5018 8600

PO Box 105, Mildura Vic 3502
mrcc@mildura.vic.gov.au
mildura.vic.gov.au

How to pay

IN PERSON

Visit any of Council's Service Centres to pay.

DIRECT DEBIT

Options to pay fortnightly, monthly, quarterly or annually by direct debit from a nominated bank account.

AUSTRALIA POST

Visit any post office to pay by cash, cheque, EFTPOS, debit card, Mastercard or Visa. Or phone, 131 816 or visit postbillpay.com.au



Bill code: 0041
Ref: 62844



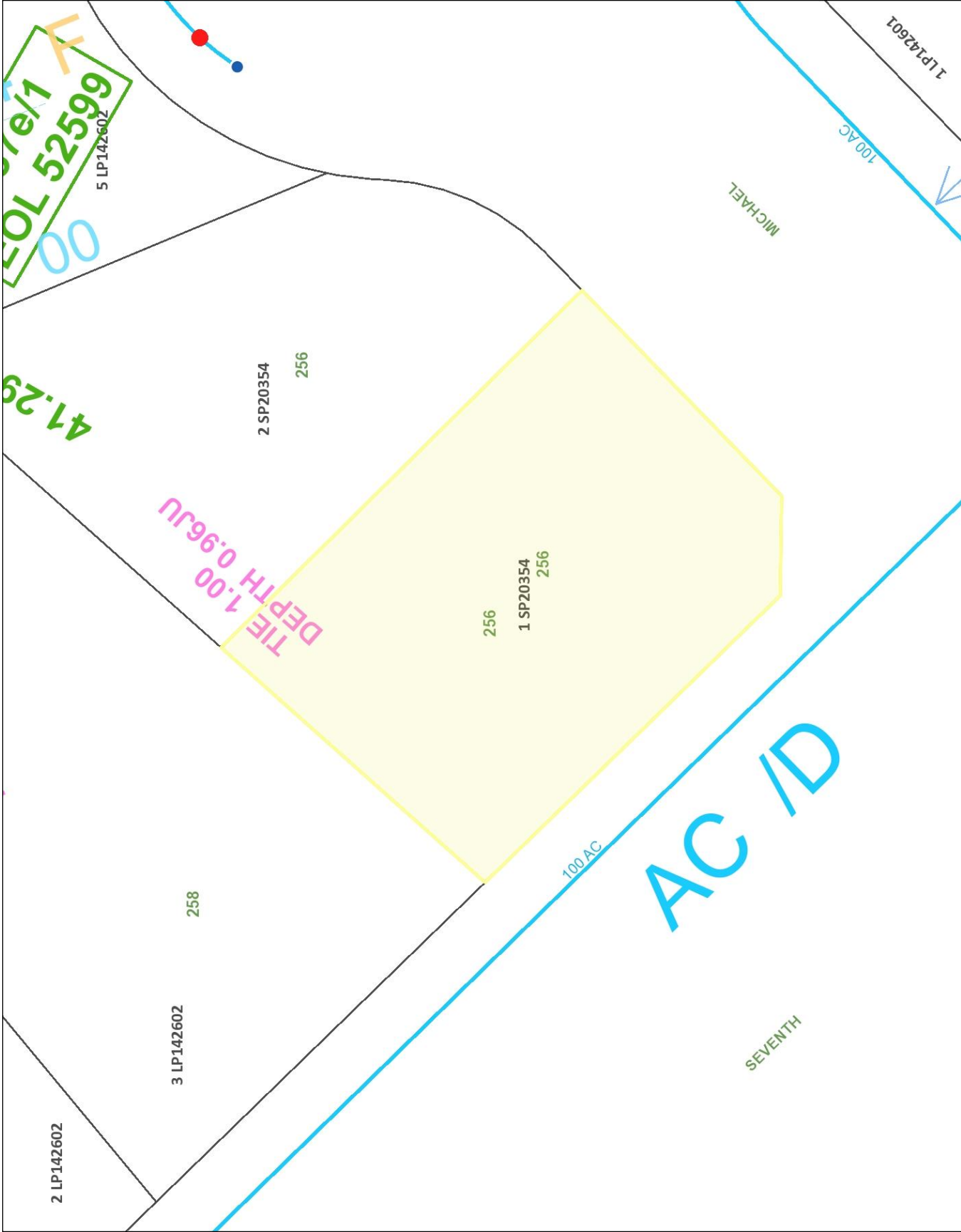
Full Payment *41 62844

CENTREPAY

Call Centrelink to arrange regular deductions from your Centrelink payments. Quote Centrepay Reference No: 555 054 730B and your Assessment Number.

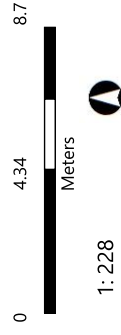


Map Title



Legend

-
- Urban Water
- Pipeline (Solid blue line)
 - Retired Pipeline (Dashed blue line)
- Urban Sewer
- Gravity Pipeline (Solid red line)
 - Pressure Main Pipeline (Dashed red line)
 - Rising Main Pipeline (Dashed red line with upward-pointing triangles)
 - Retired Gravity Pipeline (Dashed red line)
 - Retired Pressure Main Pipeline (Dashed red line)
 - Retired Rising Main Pipeline (Dashed red line with upward-pointing triangles)
- Rural Irrigation
- Channel (Solid blue line)
 - Pipeline (Solid blue line)
 - Retired Channel (Dashed blue line)
 - Retired Pipeline (Dashed blue line)
- Rural Drainage
- Channel (Solid magenta line)
 - Gravity Pipeline (Solid magenta line)
 - Rising Main (Dashed magenta line with upward-pointing triangles)
 - Retired Channel (Dashed magenta line)
 - Retired Pipeline (Dashed magenta line)



Printed: 08/04/2024

GDA2020_MGA_Zone_54

© Lower Murray Urban
and Rural Water Corporation

Notes/Comments

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





firstnational
REAL ESTATE

Collie & Tierney



Residential Rental Agreement (no more than 5 years) - LEASE RENEWAL

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 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 original agreement

09/04/2022

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the Rental Provider

1/256 Seventh Street, Mildura VIC 3500

3. Rental Provider Details

Full name(s) or

Company Name: **Nathan & Sharna Duncan**

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 First National Real Estate**

ACN (if applicable): **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: _____

DS
[Signature]

Date: **15/6/2023**

4. Renter details

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

Renter 1
Full name: [REDACTED]
Current Address: 1/256 Seventh Street, Mildura VIC 3500
Phone Number: [REDACTED]
Email Address: [REDACTED]

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
Lease Term: 12 Months
☐ Periodic Agreement (monthly)


Original Lease Date: 09/04/2022 (this is the date the original agreement started)
Renewal Start Date: 16/06/2023
End Date: 15/06/2024
Start Date: -

6. Rent

Rent amount (\$) \$275.00 per week
(payable in advance)

To be paid per ☒ week ☐ fortnight ☐ calendar month

Day rent is to be paid Once a week

Renter/s Initial/s:  Date: 15/6/2023

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, or call the RTBA at 1300 13 71 64.

Bond Amount Paid to the Residential Bond Authority (RTBA) **\$1,126.00**

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

☐ No

Renter/s Initial/s: _____

Date: 15/6/2023

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 First National Real Estate

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

Part C – Safety-related activities

Renter/s Initial/s: _____

Date: 15/6/2023

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: 15/6/2023

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:  Date: 15/6/2023

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.

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.

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.

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.

Renter/s Initial/s: _____

Date: 15/6/2023

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

- 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: 15/6/2023

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:
[Redacted Signature]

Date

13/6/2023

Signature of
rental provider 2

Date

Renter(s)

All renters listed must sign this residential rental agreement.

Signature of renter 1

DocuSigned by:
[Redacted Signature]

Date

15/6/2023

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 or call Consumer Affairs Victoria on **1300 55 81 81**.

From www.planning.vic.gov.au at 25 March 2024 11:53 AM

PROPERTY DETAILS

Address: **1/256 SEVENTH STREET MILDURA 3500**
Lot and Plan Number: **Lot 1 SP20354**
Standard Parcel Identifier (SPI): **1\SP20354**
Local Government Area (Council): **MILDURA**
Council Property Number: **6284**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 535 O3**

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 \(GRZ1\)](#)



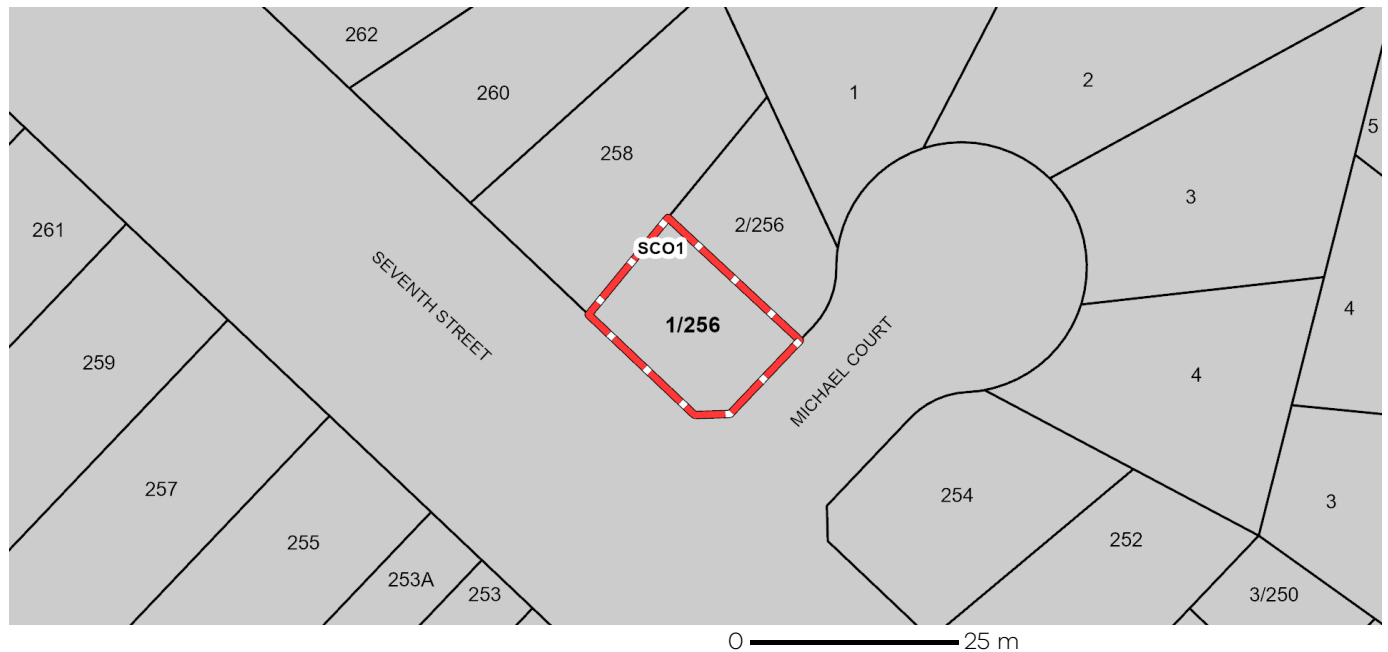
GRZ - General Residential

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

Planning Overlay

[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

Further Planning Information

Planning scheme data last updated on 7 December 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>

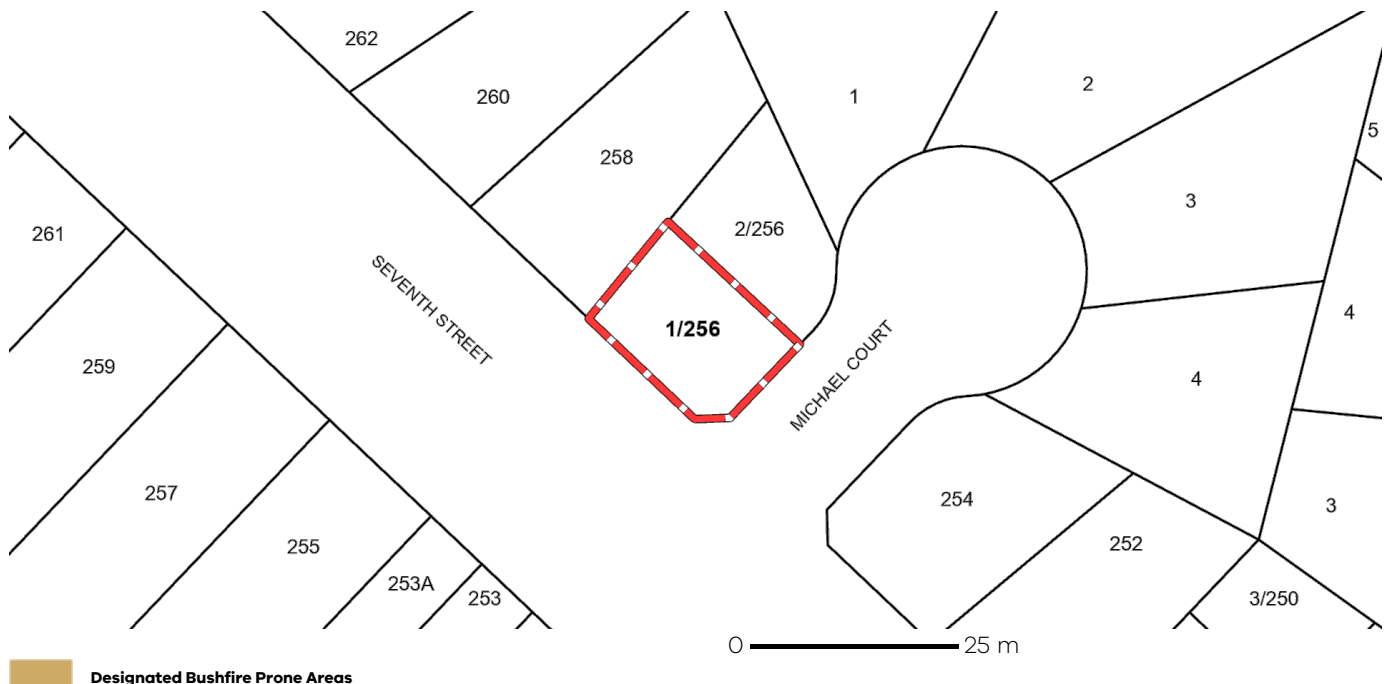
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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)

From www.land.vic.gov.au at 25 March 2024 11:53 AM

PROPERTY DETAILS

Address: **1/256 SEVENTH STREET MILDURA 3500**

Lot and Plan Number: **Lot 1 SP20354**

Standard Parcel Identifier (SPI): **1\SP20354**

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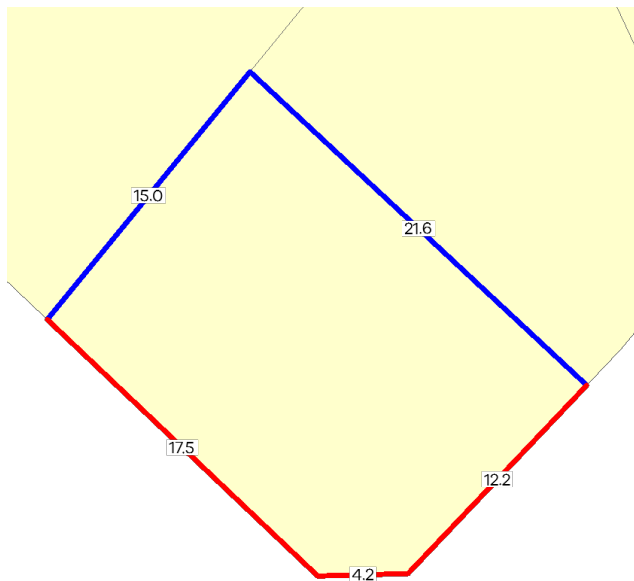
Council Property Number: **6284**

Directory Reference: **Vicroads 535 O3**

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.



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 avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

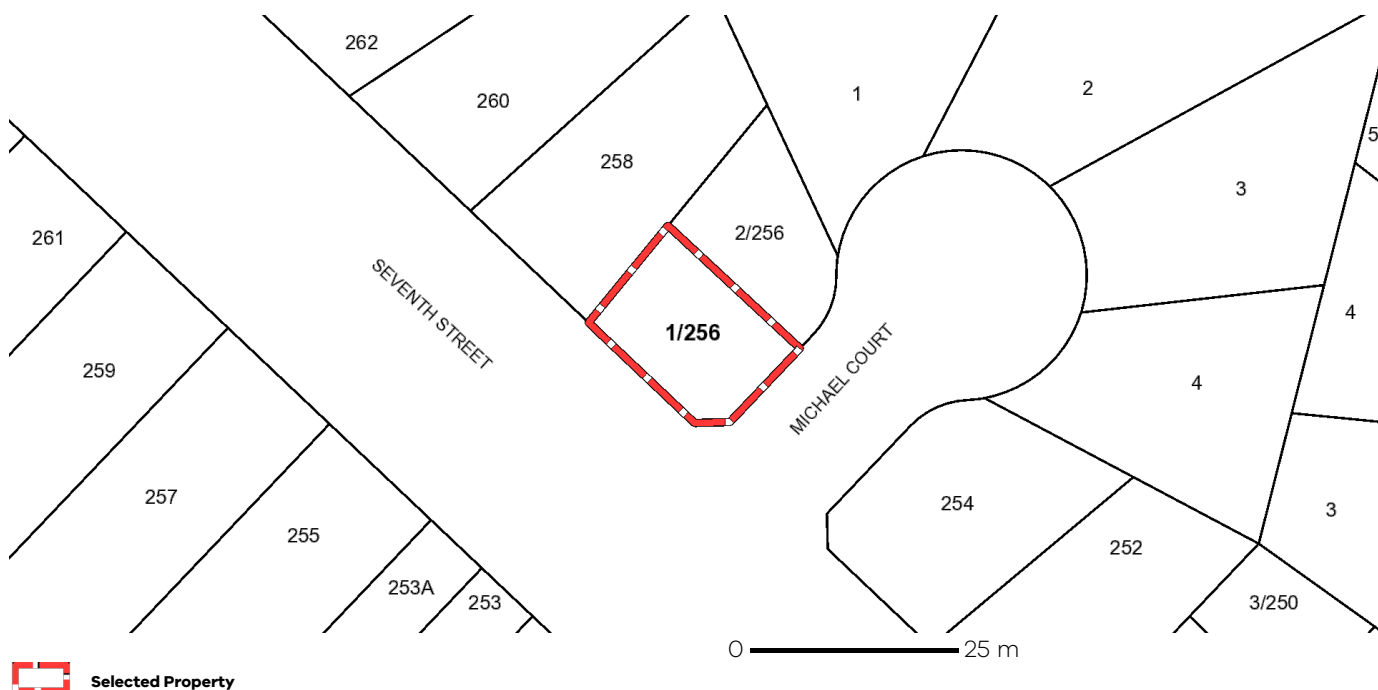
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



DATED

2024

NATHAN ROSS DUNCAN

VENDORS STATEMENT

Property: 1/256 Seventh Street, Mildura 3500

Klarich Legal
Solicitor
136-138 Langtree Avenue
Mildura VIC 3500
Tel: 0411 481 225
Ref: SJK:24486