

SECTION 32 STATEMENT

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

Vendor: Kenneth John Francis and Shirley Anne Francis

Property: 23 Lavender Rise RED CLIFFS VIC 3496

VENDORS REPRESENTATIVE

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

PO Box 1012
MILDURA VIC 3502

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

Ref: Jenni Foster

SECTION 32 STATEMENT
23 LAVENDER RISE RED CLIFFS VIC 3496

1. FINANCIAL MATTERS

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

Provider	Amount (& interest if any)	Period
Mildura Rural City Council	\$2,538.48	Per annum
Lower Murray Water	\$ 175.05	Per quarter

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

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

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

2. INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

3. LAND USE

(a) **RESTRICTIONS**

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

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

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

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(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:

Responsible Authority: Mildura Rural City Council See attached Property Report

Zoning:

Planning Overlay/s:

4. NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

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

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

5. BUILDING PERMITS

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

No such Building Permit has been granted to the Vendors knowledge.

6. OWNERS CORPORATION

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

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

SECTION 32 STATEMENT
23 LAVENDER RISE RED CLIFFS VIC 3496

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

OR

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

8. SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

9. TITLE

Attached are the following document/s concerning Title:

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

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- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

10. DUE DILLIGENCE CHECKLIST

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

DATE OF THIS STATEMENT

27/2/2021 /20 21

Name of the Vendor

Kenneth John Francis and Shirley Anne Francis

Signature/s of the Vendor

* Kenneth Francis Shirley Francis

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

DATE OF THIS ACKNOWLEDGMENT

/ /20 21

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

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

Terms contracts – S32A(d)

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

Register Search Statement - Volume 10768 Folio 444

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

VOLUME 10768 FOLIO 444

Security no : 124088347401U
Produced 25/02/2021 03:28 PM

LAND DESCRIPTION

Lot 22 on Plan of Subdivision 434323E.
PARENT TITLE Volume 10687 Folio 242
Created by instrument PS434323E 02/12/2003

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KENNETH JOHN FRANCIS
SHIRLEY ANNE FRANCIS both of GOLDEN GROVE RED CLIFFS VIC 3496
AD037018B 10/08/2004

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK495323B 31/07/2013
COMMONWEALTH BANK OF AUSTRALIA

COVENANT AD037018B 10/08/2004

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

AGREEMENT Section 173 Planning and Environment Act 1987
AB231879E 22/04/2002

DIAGRAM LOCATION

SEE PS434323E 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: 23 LAVENDER RISE RED CLIFFS VIC 3496

ADMINISTRATIVE NOTICES

NIL

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

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 25/02/2021, for Order Number 66732697. Your reference: WW:68-21.

PLAN OF SUBDIVISION	STAGE No. /	LTO USE ONLY EDITION	PLAN NUMBER PS 434322 G
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LOCATION OF LAND

• PARISH: **MILDURA**

TOWNSHIP: _____

SECTION: **B**

CROWN ALLOTMENT: **230 (PART)**

CROWN PORTION: _____

LTO BASE RECORD: **LITHO. SHEET 11**
TITLE REFERENCES: **VOL.10150 FOL.142**

LAST PLAN REFERENCE/S: **L.P.323705J**

POSTAL ADDRESS: **INDI AVENUE**
(At time of subdivision) **RED CLIFFS. 3496**

AMG Co-ordinates
(of approx centre of land in plan) **E 609760 N 6203010 ZONE: 56**

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: **MILDURA RURAL CITY COUNCIL** REF: **SO210**

1. This plan is certified under Section 6 of the Subdivision Act 1988.

2. ~~This plan is certified under Section 11(7) of the Subdivision Act 1988.~~
~~Date of original certification under Section 6: _____~~

3. ~~This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.~~

OPEN SPACE

(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made.

(ii) ~~The requirement has been satisfied.~~

(iii) ~~The requirement is to be satisfied in Stage _____~~

Council Delegate *[Signature]*
Council Seal
Date **1 1 8 1 0 1**

Re-certified under Section 11(7) of the Subdivision Act 1988

Council Delegate
Council Seal
Date / /

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
—	—

NOTATIONS

STAGING This is/ is not a staged subdivision.
Planning permit No _____

DEPTH LIMITATION **15.24 METRES BELOW THE SURFACE**



SURVEY THIS PLAN IS/ IS NOT BASED ON SURVEY
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No (s)
IN PROCLAIMED SURVEY AREA No. _____



EASEMENT INFORMATION					LTO USE ONLY
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	RECEIVED <input type="checkbox"/> DATE: / /
E-1	SEWERAGE	2	THIS PLAN	LOWER MURRAY WATER	<div style="text-align: center;">LTO USE ONLY</div> PLAN REGISTERED TIME DATE / / Assistant Registrar of Titles SHEET 3 OF 2 SHEETS <i>[Signature]</i> DATE 1 1 8 1 0 1 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
E-2	DRAINAGE	2.61	L.P.93660	LAND IN L.P.93660	
A-1	DRAINAGE AND CARRIAGEWAY	SEE DIAG.	L.P.323705J	LOTS ON THIS PLAN	
A-2	DRAINAGE AND CARRIAGEWAY	SEE DIAG.		MILDURA RURAL CITY COUNCIL	
E-3	DRAINAGE AND CARRIAGEWAY	SEE DIAG.	THIS PLAN	MILDURA RURAL CITY COUNCIL	
DONALD A PEDLER PTY LTD P.O. BOX 171, MERBEIN 3505 TELEPHONE 0438 868 848 ACN 004 785 808			LICENSED SURVEYOR (PRINT) DONALD ALEXANDER PEDLER SIGNATURE <i>[Signature]</i> DATE 15 13 2001 REF 5 1351 VERSION 3		

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 434322 G

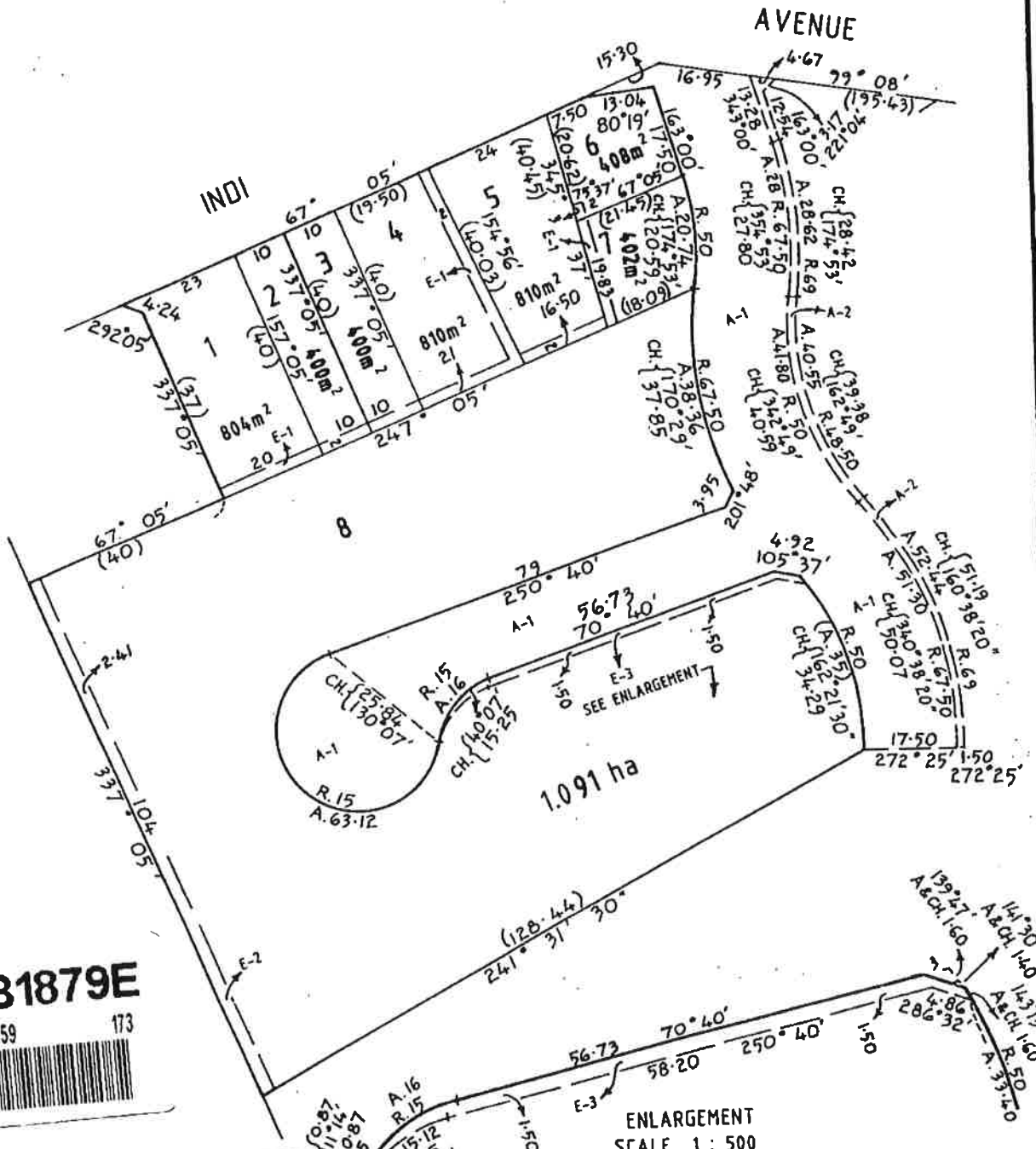


DAB231879E-19-1

AVENUE

INDI

APPROX. TRUE NORTH



AB231879E

22/04/2002 \$59 173



DONALD A PEDLER PTY LTD
 P.O. BOX 171, HERBEIN 3505
 TELEPHONE 0430 860 868
 ACN 004 785 808

ORIGINAL

SCALE 1:800
 SHEET SIZE A3

LICENSED SURVEYOR (PRINT) DONALD ALEXANDER PEDLER

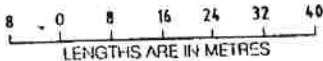
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REF S 1351

VERSION 3

SHEET 2 OF 2 SHEETS

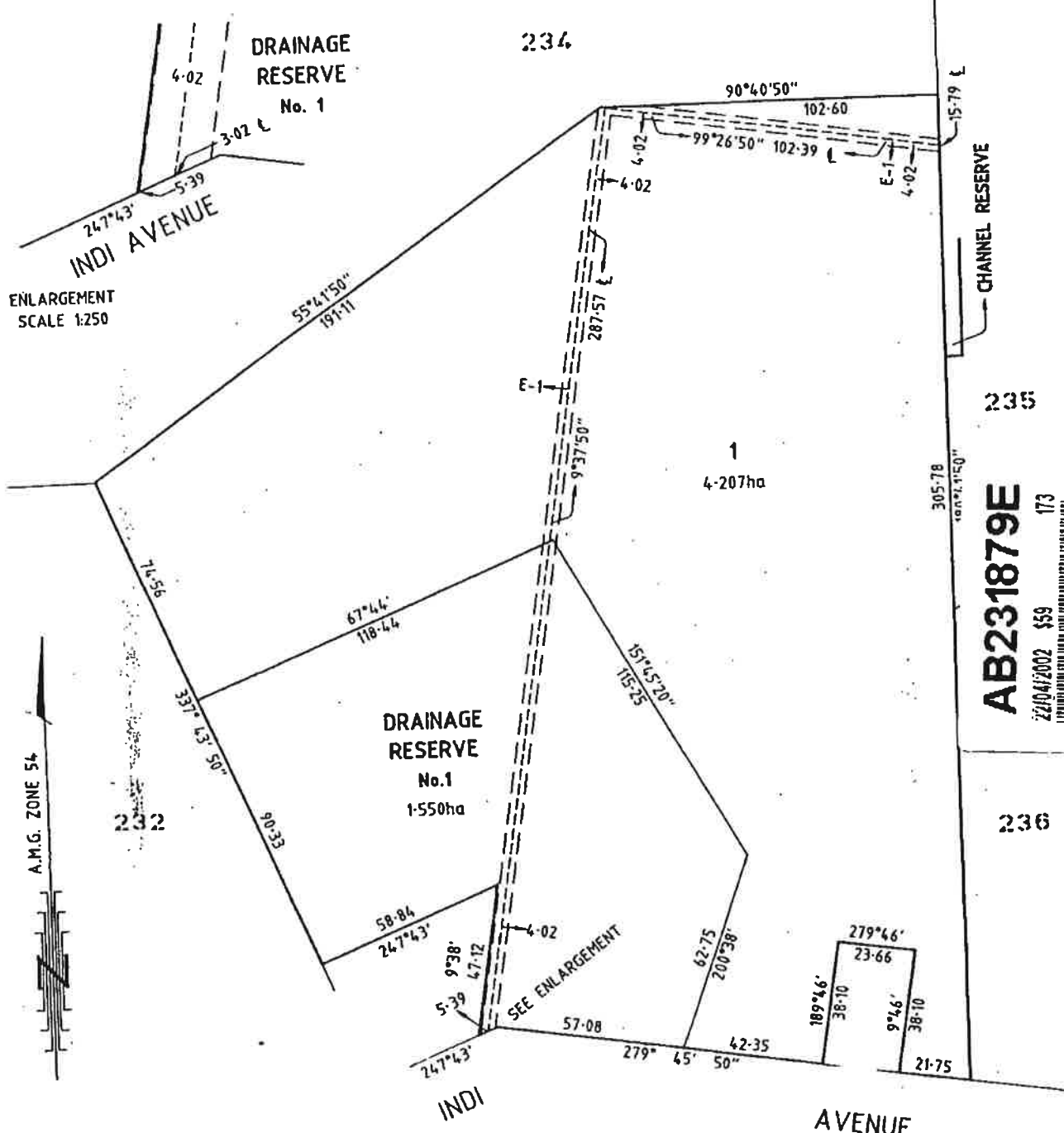
D. Pedler
 DATE 1 / 8 / 2001
 COUNCIL DELEGATE SIGNATURE



<h2 style="margin:0;">PLAN OF SUBDIVISION</h2> <p style="margin:0;">UNDER SECTION 35 OF THE SUBDIVISION ACT 1988</p>	Stage No. /	LTO use only EDITION	Plan Number PS 338296Q																		
<p style="text-align: center;">Location of Land</p> Parish: MILDURA Township: _____ Section: B Crown Allotment: 233(PART) Crown Portion: _____ LTO Base Record: LITHO SHEET 10 Title Reference: VOL 10202 FOL. 833 Last Plan Reference: P.S. 322737A Postal Address: INDI AVENUE (at time of subdivision) REDCLIFFS 3496 AMG Co-ordinates E 609850 Zone: 54 (of approx. centre of land N 6203180 plan)	<p style="text-align: center;">Council Certificate and Endorsement</p> Council Name: MILDURA RURAL CITY COUNCIL Ref: <u>85-480/s/3194</u> A. This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots. B. This plan is exempt from Part J of the Subdivision Act 1988. C. This is a plan under section 35 of the Subdivision Act 1988 which creates (an) additional lot(s). D. It is certified under section E of the Subdivision Act 1988. E. It is certified under section 11(7) of the Subdivision Act 1988. F. Date of original certification under Section 6 <u>6/10/94</u> G. This is a statement of compliance under section 21 of the Subdivision Act 1988. Council delegate Council seal Date <u>22/03/96</u>																				
<p style="text-align: center;">Vesting of Roads and/or Reserves</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">Identifier</th> <th style="width:85%;">Council/Body/Person</th> </tr> </thead> <tbody> <tr> <td>ESF No.1</td> <td>MILDURA RURAL CITY COUNCIL</td> </tr> </tbody> </table> <p>RESERVE No.1 VESTED IN MILDURA RURAL CITY COUNCIL WHEN THE APPROPRIATE TRANSFER IS REGISTERED.</p> <p>LAND TO BE ACQUIRED BY AGREEMENT : RESERVE No.1 LAND TO BE ACQUIRED BY COMPULSORY PROCESS : NIL THE LAND IS TO BE ACQUIRED FREE FROM ALL ENCUMBRANCES OTHER THAN ANY EASEMENTS SPECIFIED ON THIS PLAN.</p>	Identifier	Council/Body/Person	ESF No.1	MILDURA RURAL CITY COUNCIL	<p style="text-align: center;">Notations</p> Staging This is/is not a staged subdivision Planning Permit No: _____ Depth Limitations 15.24 METRES BELOW THE SURFACE APPLIES TO ALL THE LAND IN THIS PLAN. LOT 1 IS NOT THE RESULT OF SURVEY - DIMENSIONS OBTAINED BY DEDUCTION FROM TITLE.																
Identifier	Council/Body/Person																				
ESF No.1	MILDURA RURAL CITY COUNCIL																				
<p style="text-align: center;">Survey</p> This plan is/is not based on survey This survey has been connected to permanent marks no(s) 123, 124, 127, 129, 158 In Proclaimed Survey Area No. 30			<h1 style="margin:0;">AB231879E</h1> <p style="margin:0;">22/04/2002 \$59 173</p>																		
<p style="text-align: center;">Easement Information</p> Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) EASEMENT RESERVE No.1 IS CREATED WHEN THE APPROPRIATE TRANSFER IS REGISTERED.			LTO use only Statement of Compliance/ Exemption Statement Received Date / / LTO use only PLAN REGISTERED TIME DATE / / Assistant Registrar of Titles Sheet 1 of 3 Sheets DATE <u>22/03/96</u> COUNCIL DELEGATE SIGNATURE Original sheet size A3																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">Symbol</th> <th style="width:15%;">Easement Reference</th> <th style="width:20%;">Purpose</th> <th style="width:10%;">Width (Metres)</th> <th style="width:15%;">Origin</th> <th style="width:30%;">Land Benefited/in Favour of</th> </tr> </thead> <tbody> <tr> <td>E-1</td> <td></td> <td>DRAINAGE</td> <td>4.02</td> <td>CONDITIONS IN C.G. VOL. 8669 FOL. 266</td> <td>STATE RIVERS & WATER SUPPLY COMMISSION</td> </tr> <tr> <td>RES. No.1</td> <td></td> <td>SEWERAGE</td> <td>SEE DIAG.</td> <td>THIS PLAN</td> <td>LOWER MURRAY REGION WATER AUTHORITY</td> </tr> </tbody> </table> <p style="text-align: center; margin-top: 10px;"> DRB231879E-20-7 </p>	Symbol	Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour of	E-1		DRAINAGE	4.02	CONDITIONS IN C.G. VOL. 8669 FOL. 266	STATE RIVERS & WATER SUPPLY COMMISSION	RES. No.1		SEWERAGE	SEE DIAG.	THIS PLAN	LOWER MURRAY REGION WATER AUTHORITY	<p style="text-align: center;">THOMSON & SINGLETON PTY.LTD. ACN 006 143 317 61 DEAKIN AVENUE, MILDURA. 3500. TEL. (050) 23-1835 FAX. (050) 21-395 POSTAL: P.O. BOX 766, MILDURA. 3502</p> <p style="text-align: center; margin-top: 10px;"> APPROVED (PRINT) ANDREW CLIFFORD CRAIG DATE 1-11-1995 VERSION 2 </p>		
Symbol	Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour of																
E-1		DRAINAGE	4.02	CONDITIONS IN C.G. VOL. 8669 FOL. 266	STATE RIVERS & WATER SUPPLY COMMISSION																
RES. No.1		SEWERAGE	SEE DIAG.	THIS PLAN	LOWER MURRAY REGION WATER AUTHORITY																

PLAN OF SUBDIVISION
 UNDER SECTION 35 OF THE SUBDIVISION ACT 1988

Stage No. _____ Plan Number
PS 338296Q



AB231879E
 22/04/2002 \$59 173



THOMSON & SINGLETON PTY. LTD.
 ACN 006 143 317
 61 DEAKIN AVENUE, MILDURA. 3500.
 TEL. (050) 23-1835 FAX. (050) 21-3957
 POSTAL: P.O. BOX 766, MILDURA. 3502.



Sheet 2 of 3 sheets

[Signature]

DATE 22/03/96

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

ORIGINAL SCALE

SCALE 1:1250 SHEET SIZE A3

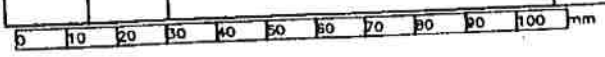
12.5 0 25 50

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREW CLIFFORD CRAIG

SIGNATURE *[Signature]* DATE 1 / 11 / 1995

REF 4796 VERSION 2



PLAN OF SUBDIVISION

UNDER SECTION 35 OF THE
SUBDIVISION ACT 1988

Stage No.

Plan Number

PS 338296Q



DAB231879E-22-4

VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND

Land affected	Land acquired by compulsory process prior to certification	Land acquired by compulsory process after registration of plan	Land acquired by agreement	LTO reference of transfers or notifications of vesting dates	Assistant Registrar of Titles Signature
	Vesting date	Date of recording of vesting date	Date of registration of transfer		
	Gov't Gaz.	Gov't Gaz.	Gov't Gaz.		
	Page	Page	Page		
	Year	Year	Year		

THAT PART OF
RESERVE No.1
IN C.T.
VOL. 10202
FOL. 833

AB231879E

22/04/2002 \$59 173



Sheet 3 of 3 sheets

LICENSED SURVEYOR (PRINT) ANDREW CLIFFORD

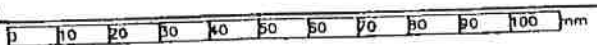
SIGNATURE *Andrew Clifford* DATE 1 / 11 1995

REF 4796 VERSION 2

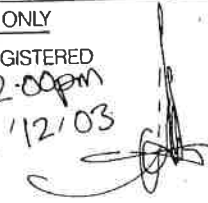
DATE 22 / 03 / 96

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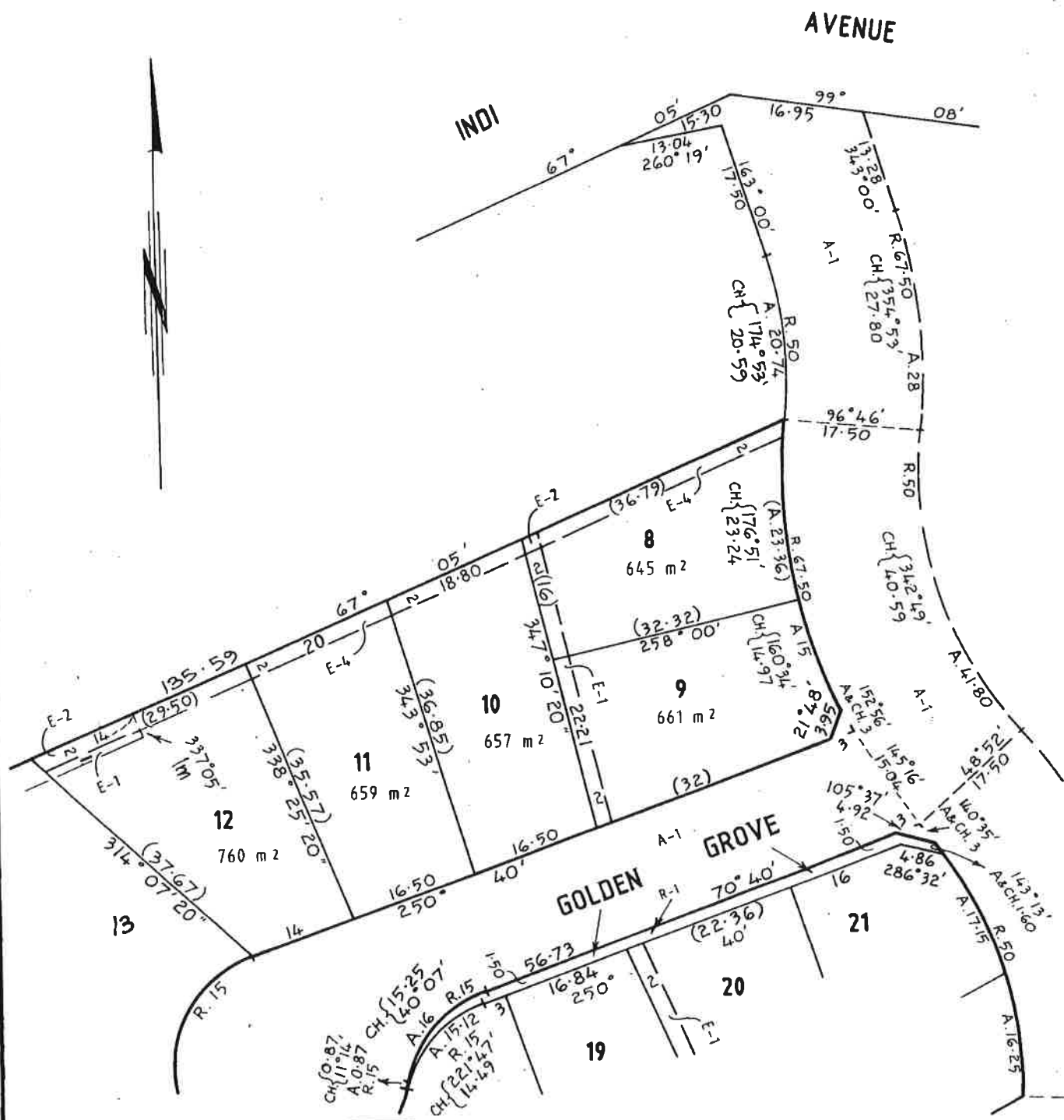
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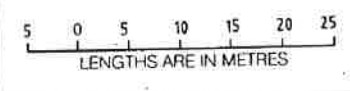
Delivered by LANDATA®, timestamp 25/02/2021 15:44 Page 1 of 3
 © State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

PLAN OF SUBDIVISION		STAGE No. /	LTO USE ONLY EDITION 1	PLAN NUMBER PS 434323 E
LOCATION OF LAND PARISH: MILDURA TOWNSHIP: _____ SECTION: B CROWN ALLOTMENT: 230 (PART) CROWN PORTION: _____ LTO BASE RECORD: LITHO. SHEET 11 TITLE REFERENCES: V. 10687 F. 242 LAST PLAN REFERENCE/S: P.S. 434322 G POSTAL ADDRESS: IND1 AVENUE (At time of subdivision) RED CLIFFS 3496 AMG Co-ordinates (of approx centre of land in plan) E 609760 N 6203010 ZONE: 54		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: MILDURA RURAL CITY COUNCIL REF: 0308 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6: 19/3/02 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate _____ Council Seal _____ Date _____ Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate _____ Council Seal _____ Date 15/11/02		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
R-1	MILDURA RURAL CITY COUNCIL			
NOTATIONS				
STAGING This is/is not a staged subdivision. Planning permit No. _____				
DEPTH LIMITATION 15.24 METRES BELOW THE SURFACE LOTS 1 TO 7 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN TANGENT POINTS SHOWN THUS _____ LAND BEING SUBDIVIDED IS ENCLOSED WITH CONTINUOUS THICK LINES				
SURVEY THIS PLAN IS/ IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) _____ IN PROCLAIMED SURVEY AREA No. _____				
EASEMENT INFORMATION				LTO USE ONLY
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
				RECEIVED <input checked="" type="checkbox"/>
				DATE 28/11/03
				LTO USE ONLY PLAN REGISTERED TIME 2:00pm DATE 2/12/03 
				Assistant Registrar of Titles
				SHEET 1 OF 3 SHEETS
DONALD A PEDLER PTY. LTD. P. O. BOX 171 MERBEIN 3505 TELEPHONE 0438 868 848 ACN 004 785 808		LICENSED SURVEYOR (PRINT) DONALD ALEXANDER PEDLER SIGNATURE _____ DATE 25 / 5 / 2003 REF S 1379 VERSION 2		DATE / / COUNCIL DELEGATE SIGNATURE _____ ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS 434323 E
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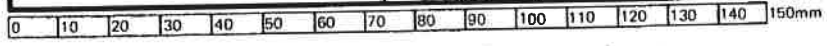
DONALD A PEOLER PTY. LTD.
 P. O. BOX 171
 MERBEIN 3505
 TELEPHONE 0438 868 848
 ACN 004 785 808



ORIGINAL
 SCALE SHEET SIZE
 1 : 500 A3

LICENSED SURVEYOR (PRINT) **DONALD ALEXANDER PEOLER**
 SIGNATURE DATE 25 / 5 / 2001
 REF S 1379 VERSION 2

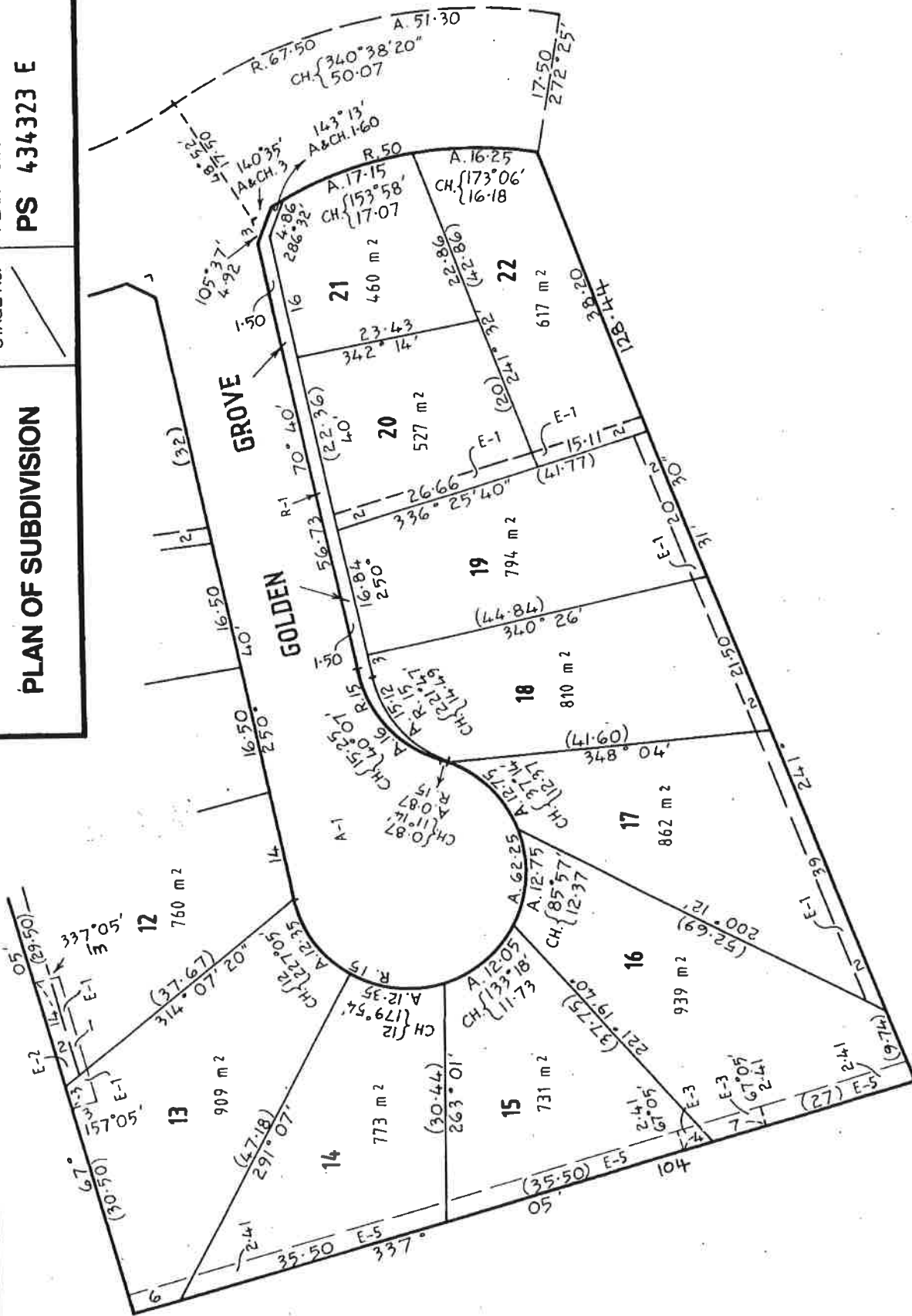
SHEET 2 OF 3 SHEETS
 DATE / /
 COUNCIL DELEGATE SIGNATURE



PLAN NUMBER
PS 434323 E

STAGE No.

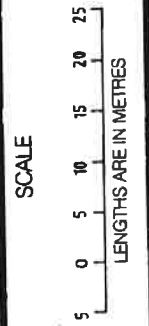
PLAN OF SUBDIVISION



SHEET 3 OF 3 SHEETS

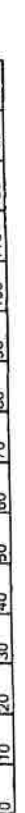
LICENSED SURVEYOR (PRINT) DONALD ALEXANDER PEGLER
 SIGNATURE DATE 25 / 5 / 2001
 REF S 1379 VERSION 2

ORIGINAL SCALE 1:500
 SHEET SIZE A3



DONALD A. PEGLER PTY. LTD.
 P. O. BOX 171
 HERBEN 3505
 TELEPHONE 0438 868 848
 ACN 004 785 808

PS04



TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Approved Form T2

Lodged by:

Name: ~~HILLARD & HIGHAM~~

Phone: ~~5023 0528~~

Address: ~~71 Deakin Avenue~~

~~MILDURA~~

Ref: ~~AH-DS34784~~

Customer Code: ~~971K~~



Scott Ashwood P/L
Code 1557Q

AD037018B

10/08/2004 \$206 45



MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

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

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

Land: (volume and folio reference)

Volume 10768 Folio 444

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

all my estate and interest in fee simple

Consideration:



Transferor: (full name)

CENTENNIAL ESTATES PTY LTD ACN 006 195 759

Transferee: (full name and address including postcode)

KENNETH JOHN FRANCIS AND SHIRLEY ANNE FRANCIS of Lot 22 Golden Grove, Red Cliffs, 3496 as joint proprietors

Directing Party: (full name)

Creation and/or Reservation and/or Covenant :

AND THE SAID KENNETH JOHN FRANCIS AND SHIRLEY ANNE FRANCIS

for themselves and their transferees the registered proprietors for the time being of the land transferred and every part thereof DO HEREBY as a separate covenant COVENANT with the said CENTENNIAL ESTATES PTY LTD and the other registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No. 434323E and every part thereof (other than the land hereby transferred) as follows:

- 1 They will not erect or cause or suffer to be erected upon the said lot any dwelling house (except for the usual outbuildings) with more than fifty per centum of the external walls of any material other than brick (which definition shall not be extended to mean mud-brick), brick veneer or stone and shall not roof such dwelling with material other than tiles, colourbond steel or zinc aluminium and that any roof shall not be pitched at an angle less than ten degrees.

Continued on T2 Page 2

Approval No: 8650310A

ORDER TO REGISTER
Please register and issue title to

STAMP DUTY USE ONLY

T2



Signed

Cust. Code:

10 AUG 2004

* Law Perfect Pty Ltd

Scott Ashwood Pty Ltd	
This stamp is	ACN 002 869 409 928.00 AP 414
SRO	Victorian Duty \$
Property	Consideration Advanced \$ 7,000.00
NOT TO BE COPIED	Victorian Assets % Section
	Original Counterpart / Collateral / Copystamp
	Transaction No: 6801/2004
	Endorsing Date: 1/6/04
	Signature: [Signature] No 2

464137984628

THE BACK OF THIS FORM MUST NOT BE USED

This is page ¹² of *Approved Form* dated ^{24.05.2004} between ACN 006 195 759 CENTENNIAL ESTATES PTY LTD AND KENNETH JOHN FRANCIS AND SHIRLEY ANNE FRANCIS

2 They will not erect or cause or suffer to be erected on the said lot any transportable, prefabricated or moveable dwelling house or any existing dwelling house moved in whole or in part from another site or place of construction.

AND IT IS HEREBY AGREED AS FOLLOWS:

That the benefit of the foregoing covenant shall be attached to and run at law 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 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: *24/5/04*
Executed and attestation:

The common seal of CENTENNIAL ESTATES PTY LTD A.C.N. 006 195 759 was affixed in the presence of Authorised persons:



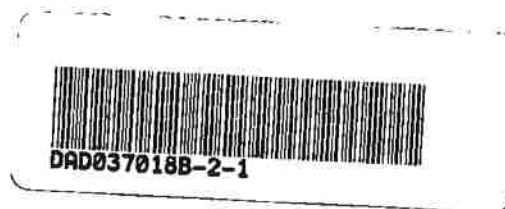
Director *Donald Pedler*
Full Name *JONALD ALEXANDER PEDLER*
LAUREN COURT
Usual address *MERBEIN 3505*

Secretary
Full Name
Usual address

SOLE DIRECTOR AND SOLE COMPANY SECRETARY
Signed by KENNETH JOHN FRANCIS and SHIRLEY ANNE FRANCIS in the presence of:

[Handwritten signature]

[Handwritten signature]
[Handwritten signature]



Approval No: 8650310A

T2 Page 2



* Law Perfect Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED

F

AB231879E



S.181 APPLICATION

Lodged

Martin Irwin + Richards



Code

1008 B

APPLICATION BY A RESPONSIBLE AUTHORITY Under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act

The responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of the Title to the land referred to:

LAND: The whole land contained in Certificate of Title Volume 10150 Folio 142.

now = C/Ts 10687-235/242 (3.1.)

ADDRESS OF LAND: Indi Avenue, Red Cliffs in the State of Victoria 3496..

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

21/11/02

PLANNING SCHEME: MILDURA PLANNING SCHEME as administered by MILDURA RURAL CITY COUNCIL

AGREEMENT DATE: 22/3/2002 *PM 22/4*

AGREEMENT WITH: CENTENNIAL ESTATES PTY LTD both of 95 Cameron Rise, Beveridge in the State of Victoria 3753

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

Signature for the Responsible Authority *[Signature]*

Name of Officer GARY CRAMP

Position of Officer ACTING MANAGER CORPORATE & CIVIC ADMINISTRATION

Date 22-3-02

21/11/02





DAB231879E-2-4

MILDURA RURAL CITY COUNCIL

and

CENTENNIAL ESTATES PTY LTD

SECTION 173 AGREEMENT
Indi Avenue, Red Cliffs

**Martin Irwin & Richards
Lawyers**

61 – 63 Deakin Avenue
MILDURA VIC 3500
DX 50022 MILDURA

Phone: 03 5023 7900

Fax: 03 5021 2700

Ref: KEM:KMS 02/0122

AB231879E

22/04/2002 \$59

173





Section 173 Agreement – Indi Avenue, Red Cliffs
Centennial Estates Pty Ltd

THIS AGREEMENT is made on the 22nd day of March 2002.

PARTIES

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

AND CENTENNIAL ESTATES PTY LTD of 95 Cameron Rise,
Beveridge 3753 in the State of Victoria (“the Owner”)

RECITALS

- A. The Owner is registered or entitled to be registered as the proprietor of the Land.
- B. The Council is the responsible authority under the Planning and Environment Act 1987 (“the Act”) for the Mildura Planning Scheme (“the Planning Scheme”).
- C. The Owner has made an application to the Council for a planning permit under the Planning Scheme for the development of the Land for a sixty-five (65) lot subdivision (“the Development”).
- D. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 31st day of May 2001 and numbered P99/599 (“the Permit”).
- E. Condition 4 of the Permit provides:
 - 4. Prior to the commencement of any works the owner of the subject land must, at no cost to the Responsible Authority, enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987. This agreement must provide for:

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DAB231879E-4-1

Section 173 Agreement – Indi Avenue, Red Cliffs
Centennial Estates Pty Ltd

- The submission and approval of a drainage design by the Responsible Authority.
- The design must include soil testing on the land site aside for drainage detention, described as Drainage Reserve No. 1 PS 338296Q to determine the most appropriate location for the drainage detention basin.
- Full construction details including all pipe works of the drainage basin and all drainage out-fall from the subdivision as being connected to the drainage basin in accordance with Council Design Plan 418.RS.02 (2 sheets).
- All costs associated with the construction of the civil works, including the payment of Supervision and Plan Checking fee are to be borne by the permit holder.

The agreement must be registered at the Office of Titles pursuant to Section 181 of the Planning and Environment Act, 1987.

F. The parties intend that this Agreement shall be registered with the Registrar of Titles in accordance with Section 181 of the Act, so that the burden of the Owner's covenants contained in this Agreement run with the Land.

THE PARTIES AGREE:

1. DEFINITIONS

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

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

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

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22/04/2002 \$59 173



3



DRB231879E-5-9

Section 173 Agreement – Indi Avenue, Red Cliffs
Centennial Estates Pty Ltd

“Land” means the property situate at Indi Avenue, Red Cliffs in the State of Victoria and described as:

- Lot A on Plan of Subdivision PS323705J contained in Certificate of Title Volume 10150 Folio 142.

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

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

“Permit” means planning permit number P99/599 issued by the Council on the 31st day of May 2001.

2. INTERPRETATION

In this Agreement, unless a contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) words importing any gender include all other genders;
- (c) “person” includes a firm, a body corporate, or an unincorporated association;
- (d) a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes, assigns, employees, servants, agents, consultants, contractors, advisers, financiers, subcontractors, licensees and invitees;

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Section 173 Agreement – Indi Avenue, Red Cliffs
Centennial Estates Pty Ltd

- (e) a reference to this Agreement or another instrument includes any variation or replacement of any of them;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

3. SECTION 173 AGREEMENT

3.1 Agreement under Section 173 of the Act

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

3.2 Covenants Run with the Land

The Owner acknowledges and agrees that any obligation imposed on the Owner under this Agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land until this Agreement ends under clause 5 of this Agreement.

4. COMMENCEMENT

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

5. TERMINATION OF AGREEMENT

- 5.1 Upon the carrying out and completion by the Owner of the covenants and obligations under this Agreement the Council will at the request of the Owner and at the cost of the Owner certify that the provisions of this Agreement have been

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DAB231879E-7-5

Section 173 Agreement – Indi Avenue, Red Cliffs
Centennial Estates Pty Ltd

carried out and acknowledge that the Agreement has ended in accordance with Section 177 of the Act.

5.2 Upon Council's certification that this Agreement has ended in accordance with clause 5.1 above the Council shall, at the cost of the Owner, make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the Registrar.

6. OWNER'S COVENANTS

6.1 Successors in title

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

6.2 Registration

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

6.3 Performance of Covenants

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

6.4 Comply with Permit

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

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Section 173 Agreement – Indi Avenue, Red Cliffs
Centennial Estates Pty Ltd

6.5 Costs

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

6.6 Owner to submit drainage design proposal

The Owner shall, prior to the commencement of any works and at it's own cost, submit to the Council, for the Council's approval, a drainage design proposal which includes provision for a drainage detention basin. As part of the proposal the Owner must conduct soil testing on the site marked as Drainage Reserve No. 1 on Plan of Subdivision PS338296Q to determine the most appropriate location for a drainage detention basin. The proposal must include full construction details including all pipe works. The proposal must show the collection of drainage out-fall from the subdivision into the drainage detention basin in accordance with Council Design Plan 418.RS.02 (2 sheets).

6.7 Owner to amend proposal to obtain approval where necessary

Where the Council requires amendments to the design proposal before approval is given, the Owner shall, at it's own cost, perform all things necessary, including but not limited to, further soil testing to vary the design proposal as required by Council.

6.8 Owner to construct drainage detention basin

Upon obtaining Council's written approval for the design proposal the Owner shall, at it's own cost, construct the drainage detention basin and other associated works in accordance with the approved design.

6.9 Works to be performed within 30 days of Council's notice

The Owner shall, at it's own cost, commence the works prescribed in clause 6.8 above within 30 days of receipt of a notice from Council requiring the commencement of the works and complete the works as soon as practicable

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Section 173 Agreement – Indi Avenue, Red Cliffs
Centennial Estates Pty Ltd

thereafter. In default of this requirement the Council may undertake and or complete the works at the cost of the Owner in accordance with the provisions of clause 9 of this Agreement.

6.10 Owner to pay for Works

The Owner will pay all costs associated with performing the covenants contained in clauses 6.6, 6.7, 6.8, and 6.9 above including Council's fees for construction supervision and plan checking. The Owner means Centennial Estates Pty Ltd at first instance, however where works are undertaken or costs are otherwise payable in accordance with the terms of this Agreement and are not recoverable from Centennial Estates Pty Ltd for any reason whatsoever, any subsequent Owners shall for all such amounts, and in such case such costs shall be apportioned between subsequent owners on each lot on a pro rata basis having regard to the proportion of land the Lot bears in proportion to the total land area of the Development. If costs are not capable of being determined on an area basis costs shall be apportioned equally between the Lots in respect of which such costs are incurred.

7. OWNER'S WARRANTY

7.1 Registered Proprietor

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

7.2 No other person with interest

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

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Section 173 Agreement – Indi Avenue, Red Cliffs
Centennial Estates Pty Ltd

7.3 Obtained consents

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

8. ADDITIONAL MATTERS

8.1 Severance

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

8.2 Proper law

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

8.3 Joint & several

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

8.4 No Waiver

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

AB231879E





Section 173 Agreement – Indi Avenue, Red Cliffs
Centennial Estates Pty Ltd

9. DEFAULT OF OWNER

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

EXECUTED as a deed.

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



.....
Councillor

Councillor

.....
Chief Executive Officer

THE COMMON SEAL of)
CENTENNIAL ESTATES PTY LTD)
was affixed hereto by authority of)
the Board of Directors in the)
presence of:



.....
Director

Director/Secretary

AB231879E

22/04/2002 \$59 173



Form 4.4

PLANNING PERMIT



Application No P99/599
 Planning Scheme: Mildura Planning Scheme
 Responsible Authority Mildura Rural City Council

ADDRESS OF THE LAND:

Indi Avenue, RED CLIFFS (Lots A, B Plan of Subdivision 323705J, Section B)

THE PERMIT ALLOWS:

65 Lot Subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 1 Prior to the commencement of the development, three copies of the following information/plans, drawn to scale and with dimensions, must be submitted to and approved by the Responsible Authority. When approved the information and plans will be endorsed and will then form part of the permit. The plans must show:-
 - A master plan for the subdivision indicating the staging including the lots affected by each stage.
 - A 10 metre by 15 metre building envelope being provided on Lots 2, 3, 6 and 7.
 - A plan indicating contours/levels so that easement locations for stormwater drainage can be determined.
 - Road design for the site including widths of roads and other relevant documentation.
 - A priced schedule of quantities, program of construction works, list of principle representatives and point of contact for all construction works to be submitted.
 - A co-ordination plan indicating full services layout with off sets approved by the relevant authorities.
- 2 The subdivision must proceed in the order of stages shown on the endorsed plan unless otherwise agreed to by the Responsible Authority.
- 3 This permit does not allow the release of a stage of the subdivision until the requirements of that stage (including the requirements of Referral Authorities) have been met and a separate Statement of Compliance has been issued.

Date issued:

31 May 2001

Signature for the Responsible Authority

GARRY HEALY
DIRECTOR DEVELOPMENT
AND MAINTENANCE SERVICES

AB231879E



PLANNING PERMIT



Form 4.4

Application No P99/599
 Planning Scheme: Mildura Planning Scheme
 Responsible Authority Mildura Rural City Council

ADDRESS OF THE LAND:

Indi Avenue, RED CLIFFS (Lots A, B Plan of Subdivision 323705J, Section B)

THE PERMIT ALLOWS:

65 Lot Subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 4 Prior to the commencement of any works the owner of the subject land must, at no cost to the Responsible Authority, enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment 1987. This agreement must provide for:
 - The submission and approval of a drainage design by the Responsible Authority.
 - The design must include soil testing on the land site aside for drainage detention, described as Drainage Reserve No. 1 PS 338296Q to determine the most appropriate location for the drainage detention basin.
 - Full construction details including all pipe works of the drainage basin and all drainage outfall from the subdivision as being connected to the drainage basin in accordance with Council Design Plan 418.RS.02 (2 sheets).
 - All costs associated with the construction of the civil works, including the payment of Supervision and Plan Checking fee are to be borne by the permit holder.

The agreement must be registered at the Office of Titles pursuant to Section 181 of the Planning and Environment Act, 1987.

- 5 All contractors working in Council's road reserve shall be covered for workers compensation insurance and public liability insurance to the amount of \$10 million. The policy shall specifically indemnify Council from all claims arising from execution of the works. Written evidence of this insurance is to be submitted to Council prior to works commencing.
- 6 Footpaths on the Indi Avenue frontage are to be stamped with year of construction in locations to the satisfaction of the Responsible Authority.
- 7 The permit holder is to supply at the completion of works "as constructed" plans for Council records in both digital and hardcopy format. This is to include finished level checking by a licensed surveyor and shown on the plans prior to the issue of a Statement of Compliance.

Date issued:

31 May 2001

Signature for the Responsible Authority


 GARRY HEALY
 DIRECTOR DEVELOPMENT
 AND MAINTENANCE SERVICES

AB231879E

22/04/2002 \$59 173



**PLANNING
PERMIT**

Form 4.4

Application No P99/599
 Planning Scheme: Mildura Planning Scheme
 Responsible Authority Mildura Rural City Council

ADDRESS OF THE LAND:

Indi Avenue, RED CLIFFS (Lots A, B Plan of Subdivision 323705J, Section B)

THE PERMIT ALLOWS:

65 Lot Subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 8 The developer must provide two bank guarantees at the agreed practical completion of the subdivision both valued at 5% of the construction cost for the Maintenance Period. During the maintenance period, the permit holder will be responsible for the maintenance of all infrastructure within the road reserve. One bank guarantee shall be released to the developer following a three month period and the remaining bank guarantee shall be released when the subdivision is formally handed over to the Responsible Authority.
- 9 All street signs including street names, hazard markers and other regulatory signs are to be installed and maintained to the satisfaction of the Responsible Authority.
- 10 Street lighting is to be provided to the subdivision by the permit holder to the requirements of Powercor Australian and the Responsible Authority.
- 11 All exposed earthworks and disturbed areas shall have suitable sediment control measures in place prior to the commencement of construction to prevent soil erosion and transport of sediment off the site during rainfall and runoff. This will include the installation of a sediment fence with returned ends across the low side of the site so that all water flows through. These shall be maintained at no less than 70% capacity at all times. Drains, gutters, roadways, etc shall be kept clean and free of sediment.


The sediment control measures shall be continually monitored and maintained for the duration of construction for six months after completion. All disturbed areas shall be revegetated with native vegetation endemic to the area.

- 12 The Responsible Authority will not consent to a Statement of Compliance issued in accordance with Section 21(1) of the Subdivision Act 1988 until such time as all planning permit conditions have been complied with.
- 13 The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.

Date issued:

31 May 2001

Signature for the
Responsible Authority


 GARRY HEALY
 DIRECTOR DEVELOPMENT
 AND MAINTENANCE SERVICES

AB231879E

22/04/2002 \$59 173



PLANNING PERMIT



Form 4.4

Application No P99/599
 Planning Scheme: Mildura Planning Scheme
 Responsible Authority Mildura Rural City Council

ADDRESS OF THE LAND:

Indi Avenue, RED CLIFFS (Lots A, B Plan of Subdivision 323705J, Section B)

THE PERMIT ALLOWS:

65 Lot Subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 14 To safeguard the local amenity, reduce noise nuisance and to prevent environmental pollution during the construction period:
 - a) Site and building works (including the delivery of materials to and from the property) shall be carried out Monday to Friday between 7am-6pm and on Saturdays between 8am-3pm. Alteration to these hours may be possible for safety reasons but only on the approval of Council.
 - b) Stockpiles of topsoil, sand, aggregate, spoil or other material shall be stored clear of any drainage path or easement, natural watercourse, footpath, kerb or road surface and shall have measures in place to prevent the movement of such material off site.
 - c) Building operations such as brickcutting, washing tools, concreting and bricklaying shall be undertaken on the building block. The pollutants from these building operations shall be contained on site.
 - d) Builders waste must not be burnt or buried on site. All waste must be contained and removed to a Waste Disposal Depot

LOWER MURRAY WATER

- 15 The holder of this permit, or authorised agent, shall meet the Authority's requirements regarding easements in favour of the Lower Murray Region Water Authority, prior to the submission of any plan of subdivision for certification.
- 16 The requirements of the Lower Murray Region Water Authority shall be met, in regard to the provision of water supply and sewerage services to the land, including payment of all associated costs prior to the Authority agreeing to the issue of a Statement of Compliance.

Date issued:

31 May 2001

Signature for the Responsible Authority



GARRY HEALY
 DIRECTOR DEVELOPMENT
 AND MAINTENANCE SERVICES

AB231879E



PLANNING PERMIT



Form 4.4

Application No P99/599
 Planning Scheme: Mildura Planning Scheme
 Responsible Authority Mildura Rural City Council

ADDRESS OF THE LAND:

Indi Avenue, RED CLIFFS (Lots A, B Plan of Subdivision 323705J, Section B)

THE PERMIT ALLOWS:

65 Lot Subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 17 The owner or operator under the permit shall meet any requirement or cost of the Lower Murray Region Water Authority in respect of the acquisition by Lower Murray Region Water Authority of additional water entitlements to it demand for water created by the use or development.

Compliance with this condition may be achieved by:

- Payment to Lower Murray Region Water Authority of the cost of the Authority purchasing the necessary additional water entitlement; or
- The owner or operator under the permit procuring the transfer to Lower Murray Region Water Authority of the appropriate licence or other entitlement to water to meet the relevant demand created; or
- A combination of the above; and

Whichever the option is adopted the relevant entitlement shall be in due course transferred to the bulk entitlement of Lower Murray Region Water Authority in accordance with the Water Act 1989 or other successor legislation.

POWERCOR

- 18 The applicant shall enter into an agreement for the extension, upgrading or re-arrangement of the electricity supply to lots on the plan of subdivision as required by Powercor Australia Ltd. (A payment to cover the cost of such work will be required and easements internal and external to the subdivision and provision of sites for substations may also be required).
- 19 The applicant shall re-arrange, to the satisfaction of Powercor Australia Ltd, any existing private electric lines that cross boundaries of the proposed lots to supply existing installations. Such lines shall be constructed with underground cables.
- 20 The applicant shall set aside on the plan of subdivision for the use of Powercor Australia Ltd reserves satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision.

Date issued:

31 May 2001

Signature for the Responsible Authority

[Handwritten Signature]
 GARRY HEALY
 DIRECTOR DEVELOPMENT
 AND MAINTENANCE SERVICES

AB231879E

22/04/2002 \$59 173



PLANNING PERMIT



Form 4.4

Application No P99/599
Planning Scheme: Mildura Planning Scheme
Responsible Authority Mildura Rural City Council

ADDRESS OF THE LAND:

Indi Avenue, RED CLIFFS (Lots A, B Plan of Subdivision 323705J, Section B)

THE PERMIT ALLOWS:

65 Lot Subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- 21 The applicant shall provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new power lines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall be for the purpose of "Power Line" in favour of Powercor Australia Ltd.
- 22 The applicant shall obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
- 23 The applicant shall adjust the position of any existing easement(s) for powerlines to accord with the position of the lines(s) as determined by survey.
- 24 The applicant shall obtain the approval of Powercor Australia Ltd to lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.

SUNRAYSIA RURAL WATER

- 25 The applicant or owner shall obtain the consent of Sunraysia Rural Water Authority to the subdivision of the holding pursuant to Section 231 of the Water Act 1989 for Lots 6 to 13 and 27 to 65.

TELSTRA

- 26 The applicant shall enter into an agreement with Telstra or other licensed telecommunications carrier for the satisfactory provision of telephone cable reticulation one (1) metre into each allotment created.

PERMIT NOTE

12 November 2001 - Permit amended to correct an error and allow the subdivision of 65 Lots in accordance with the original application, conditions relating to the staging of the subdivision were also amended.

Date issued: 31 May 2001

Signature for the Responsible Authority

[Handwritten Signature]
GARRY HEALY
DIRECTOR DEVELOPMENT
AND MAINTENANCE SERVICES

AB231879E



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 25 February 2021 03:29 PM

PROPERTY DETAILS

Address: **23 LAVENDER RISE RED CLIFFS 3496**
 Lot and Plan Number: **Lot 22 PS434323**
 Standard Parcel Identifier (SPI): **22\PS434323**
 Local Government Area (Council): **MILDURA**
 Council Property Number: **29084**
 Planning Scheme: **Mildura**
 Directory Reference: **VicRoads 538 G9**

www.mildura.vic.gov.au

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

UTILITIES

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

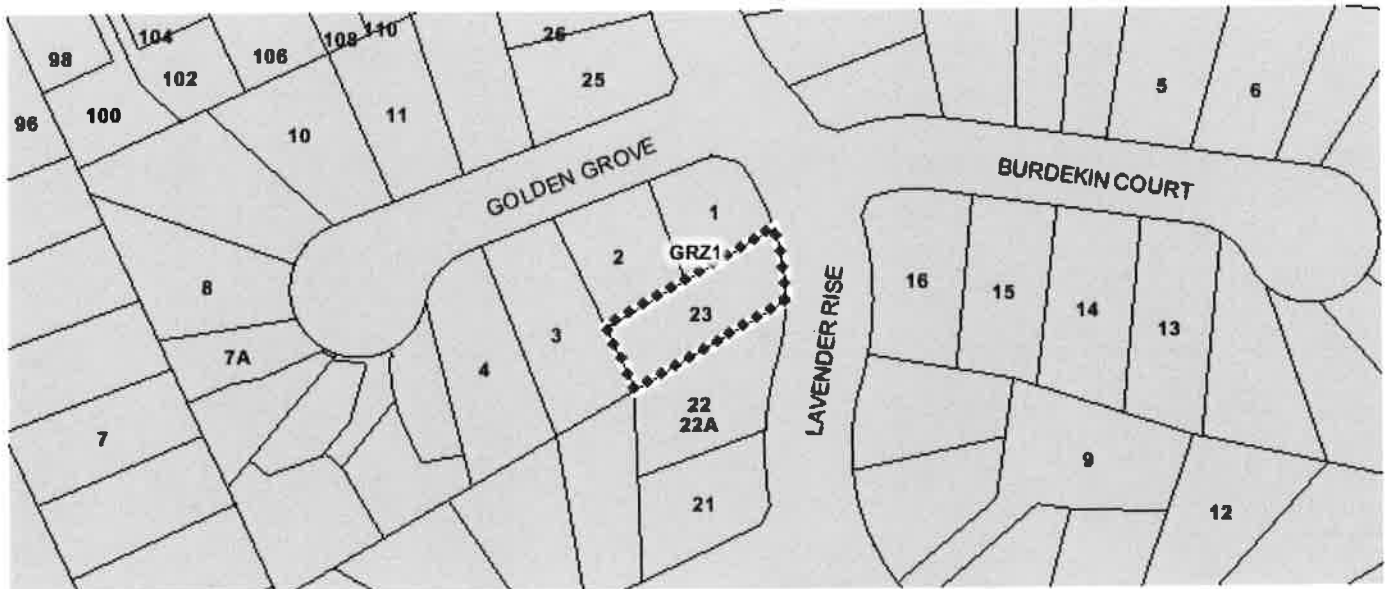
STATE ELECTORATES

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

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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0 50m

 GRZ - General Residential

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

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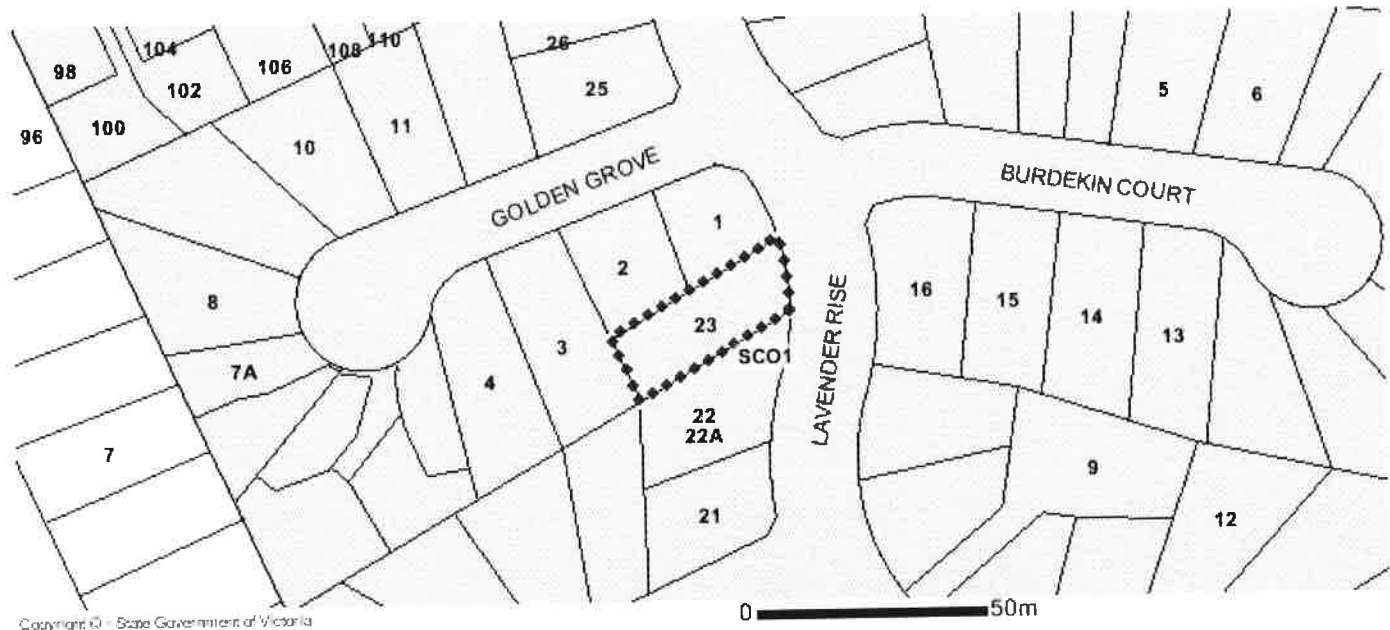
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlay

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



 SCO - Specific Controls

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

Further Planning Information

Planning scheme data last updated on 24 February 2021.

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

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

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PLANNING PROPERTY REPORT: 23 LAVENDER RISE RED CLIFFS 3496

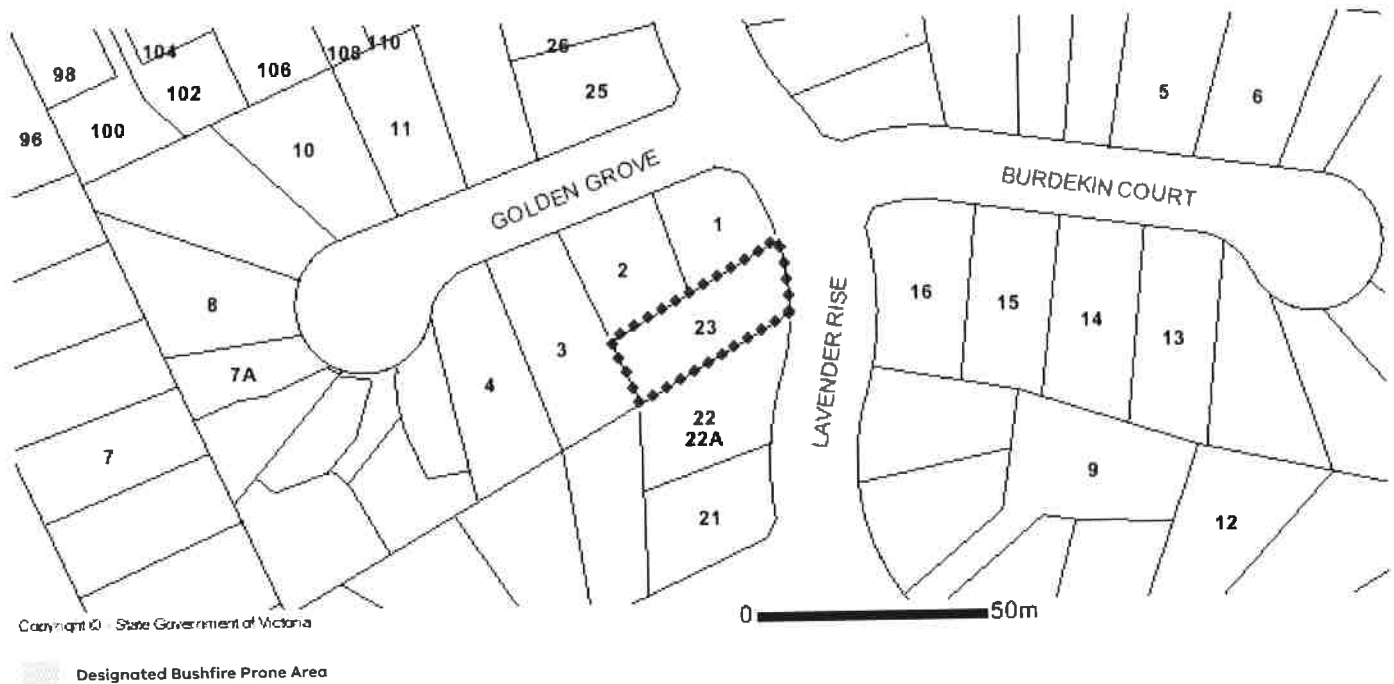
PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Designated Bushfire Prone Area

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



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

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

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

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

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

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

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

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Mildura Rural City Council

Internal Use Only



TAX INVOICE



Mrs S A & Mr K J Francis
C/- Collie & Tierney
PO Box 378
MILDURA VIC 3502



033
I008214
R1_18989

Rate Instalment Notice

1 July 2020 to 30 June 2021

Assessment No: 29084
Issue Date 19 January 2021

Property Location & Description
23 Lavender Rise RED CLIFFS VIC 3496
Lot 22 PS 434323E Township of Red Cliffs

RATING DETAILS

INSTALMENT 3	\$634.62
--------------	----------

For full rating details refer to your annual Rate and Valuation Notice.

TOTAL DUE	\$634.62
------------------	-----------------

	Instalment 3: Due 28 Feb 2021 \$634.62	Instalment 4: Due 31 May 2021 \$634.62
--	---	---

Note: payments received after 5pm on the due date will be considered late. Late payments will be charged interest at 10% p.a. from the date the instalment became due.

Payment Slip

Mrs S A & Mr K J Francis
23 Lavender Rise RED CLIFFS VIC 3496
Assessment No: 29084

INSTALMENT 3
AMOUNT DUE: \$634.62



Billor code: 93822
Ref: 290841

BPAY this payment via internet or phone banking.
BPAY View[®] View and pay this bill using internet banking.
BPAY View Registration No.: 290841



Instalment *41 290841



Post Billpay Billor code: 0041
Ref: 290841

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

Centrapay Ref:
655.054.730B

Internal Use Only





SWAN HILL
75 Popelton Rd Swan Hill VIC 3582
PO Box 1447 Swan Hill 3585
AUSTRALIA
Tel: (03) 5038 2150 Fax: (03) 5030 2120

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



24 Hour Supply Emergency
1800 808 830

Reference No. 030811

Amount Due \$175.05
URBAN ACCOUNT

Due Date 24-FEB-2021



368051-001 D17755 (40071) 0033
MRS SA FRANCIS & MR KJ FRANCIS
C/- COLLIE & TIERNEY
PO BOX 378
MILDURA VIC 3502

Date Of Issue 8/01/2021

Tariffs and Charges Notice
3rd Quarter 2020/21
01/01/2021 - 31/03/2021

POST *850 700308117

Property Address : 23 LAVENDER RISE RED CLIFFS VIC 3496 (Prop:30811) - Urban Account
Lot 22 PS 434323E Vol 10768 Fol 444

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

TOTAL OWING \$175.05



Payments/Credits since last Notice \$175.05

Payment Slip - Methods of Payment

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

030811

23 LAVENDER RISE RED CLIFFS VIC 3496 (Prop:30811) - Urban 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.



*850 700308117 \$175.05



Billpay Code: 0850
Ref: 7003 0811 7

Pay in person at any Post Office



Bill Code: 78477
Ref: 7003 0811 7

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

BPAY Biller Code: 78477
Ref: 7003 0811 7

BPAY - Make this payment via internet or phone banking.
BPAY View - Receive, view and pay this bill using internet banking.
BPAY View Registration No: 7003 0811 7

Amount Due **\$175.05**



Payment Ref: 7003 0811 7
By Phone
Pay by phone 031 8672 0582
Standard call charges apply

See reverse for In Person and By Mail options



Collie & Tierney

This agreement is made on the 11 day of August 2017
At 67 Lime Avenue, Mildura Vic 3500

LANDLORD: Name: Francis
(A.B.N. if landlord is a company):
Address: C/- 67 Lime Avenue, Mildura Vic 3500

AGENT: Registered Business Name: **Collie & Tierney (Mildura) Pty Ltd**
(A.B.N. if agent is a Company): 38 005 110 118
Address: **67 Lime Avenue
Mildura Vic 3500**
Telephone Number: **03) 5021 2200**
Fax Number: **03) 5021 1213**

TENANT (1): Name: Mrs Josie Manzie
(A.B.N. if tenant is a company):
Address: 80 Quena Street, Red Cliffs Vic 3498

TENANT (2): Name: Mr Heath Manzie
Address: 80 Quena Street, Red Cliffs Vic 3498

TENANT (3): Name: -
Address: -

TENANT (4): Name: -
Address: -

PREMISES: **23 Lavender Rise, Red Cliffs Vic 3498**
(*Together with those items indicated in the condition report)

RENT: The rental amount is **\$295.00** per week.
The date the first payment is due is **Friday, 11 August 2017**

BOND: The tenant must pay a bond of **\$1279.00** to the landlord/agent on **11 August 2017**
In accordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME:	AMOUNT:
NAME:	AMOUNT:
NAME:	AMOUNT:

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority

PERIOD: Term: **12 Months**
Commencement Date: **Friday, 11 August 2017**
Termination Date: **Friday, 10 August 2018**

Unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.

OR
The agreement will commence from the .and will continue until terminated in accordance with the Residential Tenancies Act 1997

SIGNED: By the Landlord/Agent: _____ In presence of S. Payne (Witness)

SIGNED: By the Tenant/s J Manzie H Manzie In the presence of _____ (Witness)

NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTIONS 37 AND 38 OF THE RESIDENTIAL TENANCIES ACT, 1997.

GUARANTEE: To the within names landlord _____
I/We _____
of _____

HERBY GUARENTEE the punctual performance by the within named tenant/s of all the terms, conditions and covenants contained in the above AGREEMENT. You may without affecting my/our liability under this AGREEMENT grant time or other concessions to or compromise with the TENANT/S and this Guarantee shall be a continuing Guarantee in all respects. **SIGNED, SEALED AND DELIVERED**

By the Guarantor in the presence of: _____ (Witness)

The TENANT/S hereby acknowledges having received a copy of the Statement of Rights and Duties, one copy of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

SIGNED By the Tenant/s J Manzie H Manzie

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](#) (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.