



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

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

# Vendor Statement

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

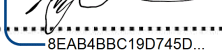
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

**PROPERTY:**                      18 Bozzi Court, Mildura

**VENDOR'S NAME:**                      **Yvonne Joy Lawes**

**VENDOR'S SIGNATURE:** .....  .....  
DocuSigned by:  
8EAB4BBC19D745D...

27/2/2021

**DATE:** \_\_\_\_\_

**PURCHASER'S NAME:**

**PURCHASER'S SIGNATURE:** .....

**DATE:** \_\_\_\_\_

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

**Vendor:** Yvonne Joy Lawes

**Property:** 18 Bozzi Court, Mildura  
Lot 40 on PS541865S being the whole of the land in  
Certificate of Title Volume 11045 Folio341

**1. Financial matters in respect of the land**

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

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

<u>Authority</u>	<u>Amount</u>	<u>Interest</u>
1. Mildura Rural City Council	\$3,765.48 per annum 2020/2021	
2. Lower Murray Water- Urban	\$ 175.05 per quarter 2020/2021 (tariff only)	

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

- (a) — Their total does not exceed \$
- (b) The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:

**2. Insurance details in respect of the land**

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

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

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

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

### **3. Matters relating to land use**

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

### **4. Notices made in respect of land**

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

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

~~Is as follows:~~

None to the Vendor's knowledge

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

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

~~Is as follows:~~

None to the Vendor's knowledge

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

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

~~Is as follows:~~

None to the Vendor's knowledge

### **5. Building permits**

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

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

~~Is contained in the attached certificates.~~

~~Is as follows:~~



## **6. Information relating to any Owners Corporation**

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

## **7. Growth areas infrastructure contribution**

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

Particulars of work-in-kind agreement:

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

## **8. Disclosure of non-connected services**

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

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

## **9. Evidence of title**

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

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



#### **10. DUE DILIGENCE CHECKLIST:**

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

#### **IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:**

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

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

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

VOLUME 11045 FOLIO 341

Security no : 124088293950T  
Produced 23/02/2021 04:07 PM

LAND DESCRIPTION

Lot 40 on Plan of Subdivision 541865S.  
PARENT TITLE Volume 09838 Folio 988  
Created by instrument PS541865S 19/12/2007

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
YVONNE JOY LAWES of 18 BOZZI COURT MILDURA VIC 3500  
AM696628P 12/04/2016

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AJ509272E 23/02/2012

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  
AF454207D 05/11/2007

DIAGRAM LOCATION

SEE PS541865S 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: 18 BOZZI COURT MILDURA VIC 3500

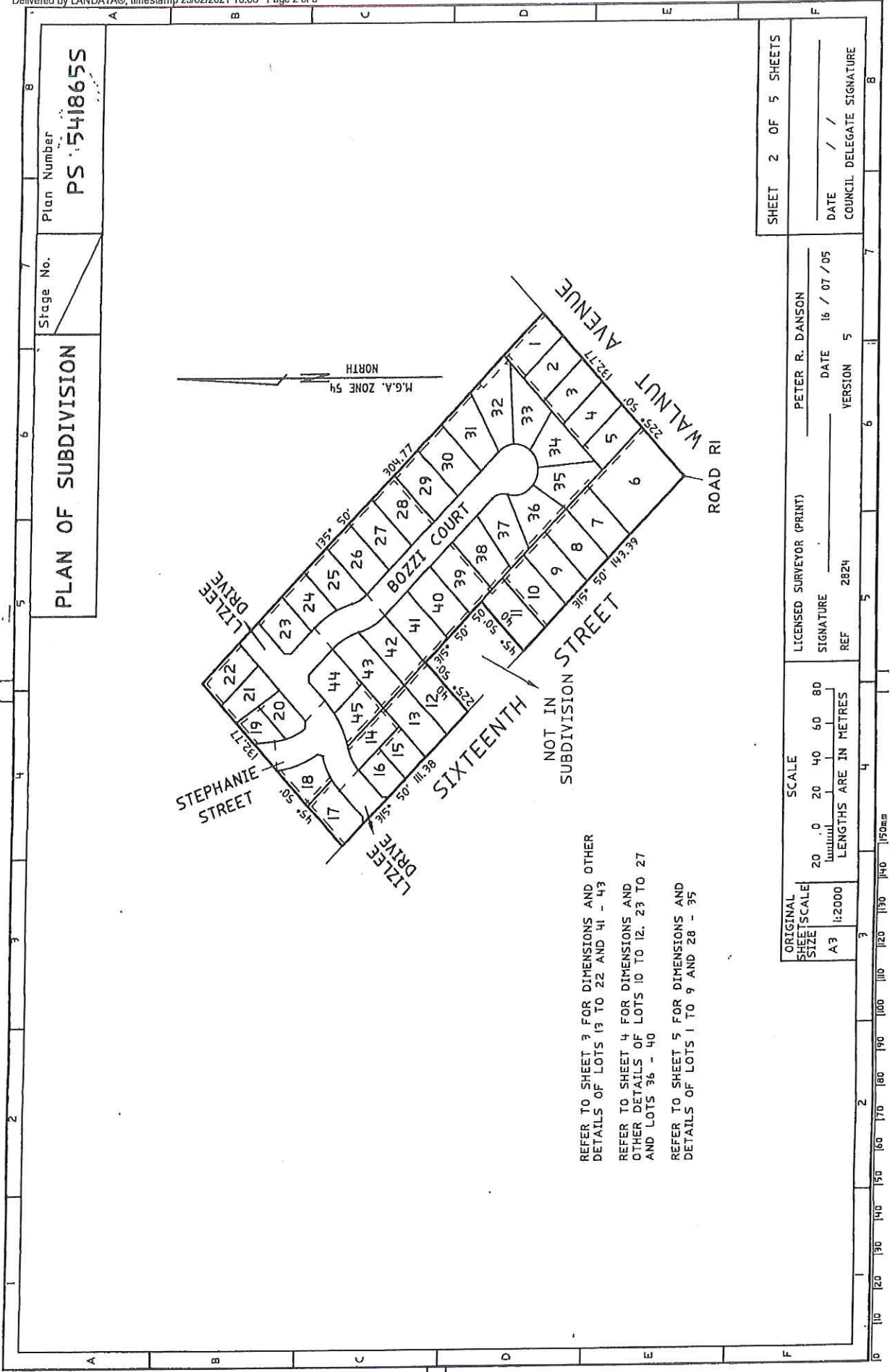
DOCUMENT END

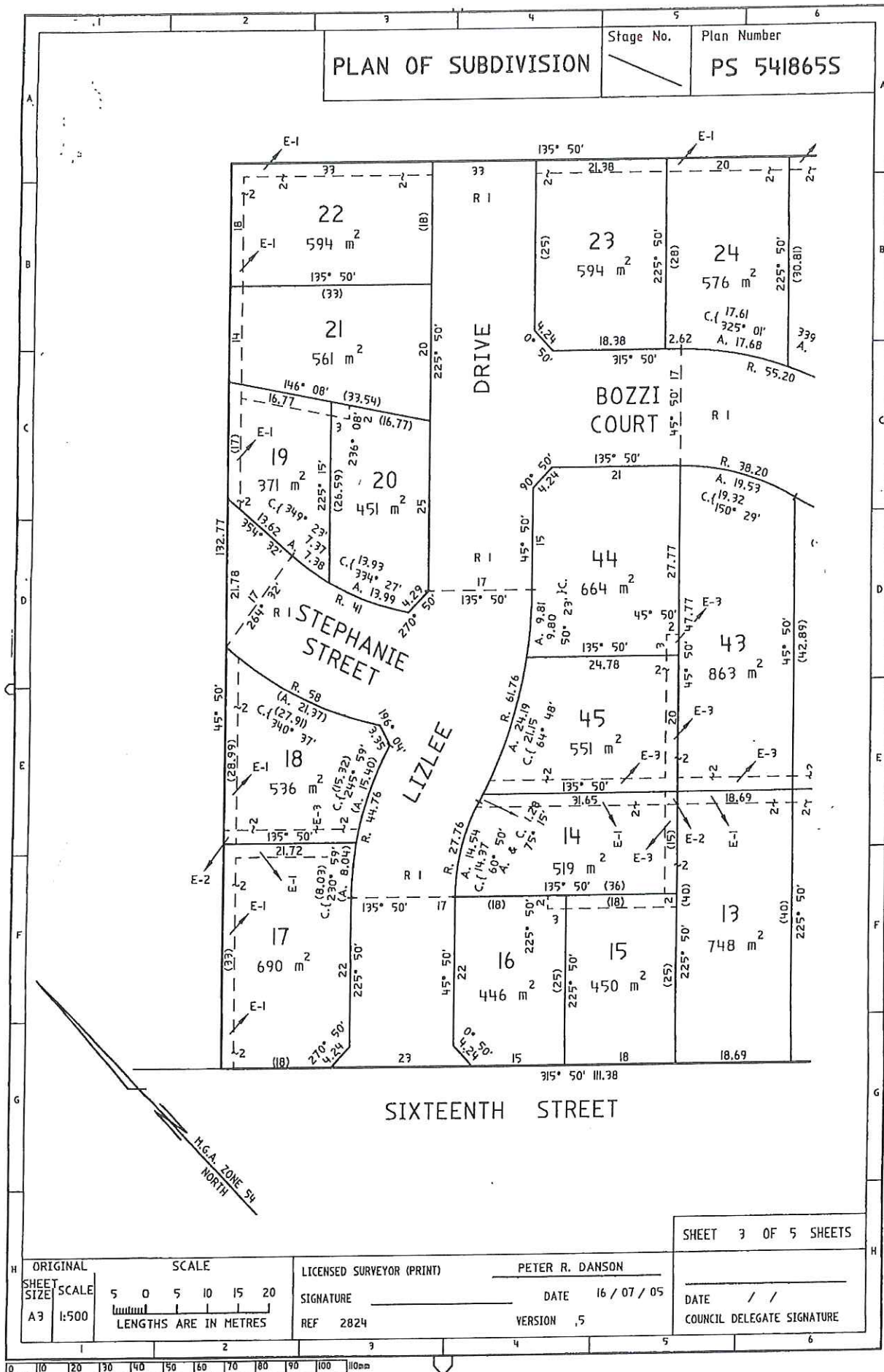
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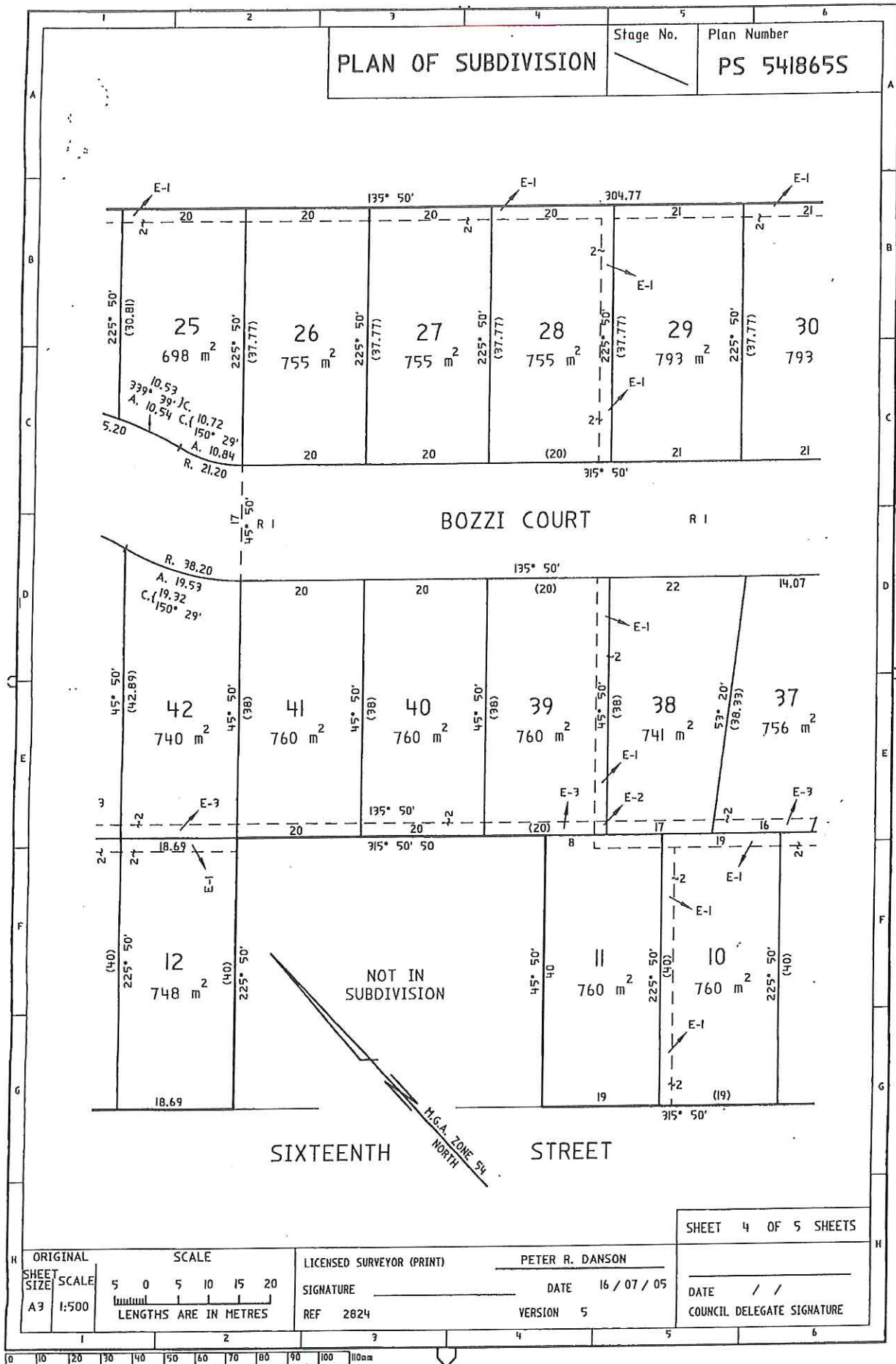




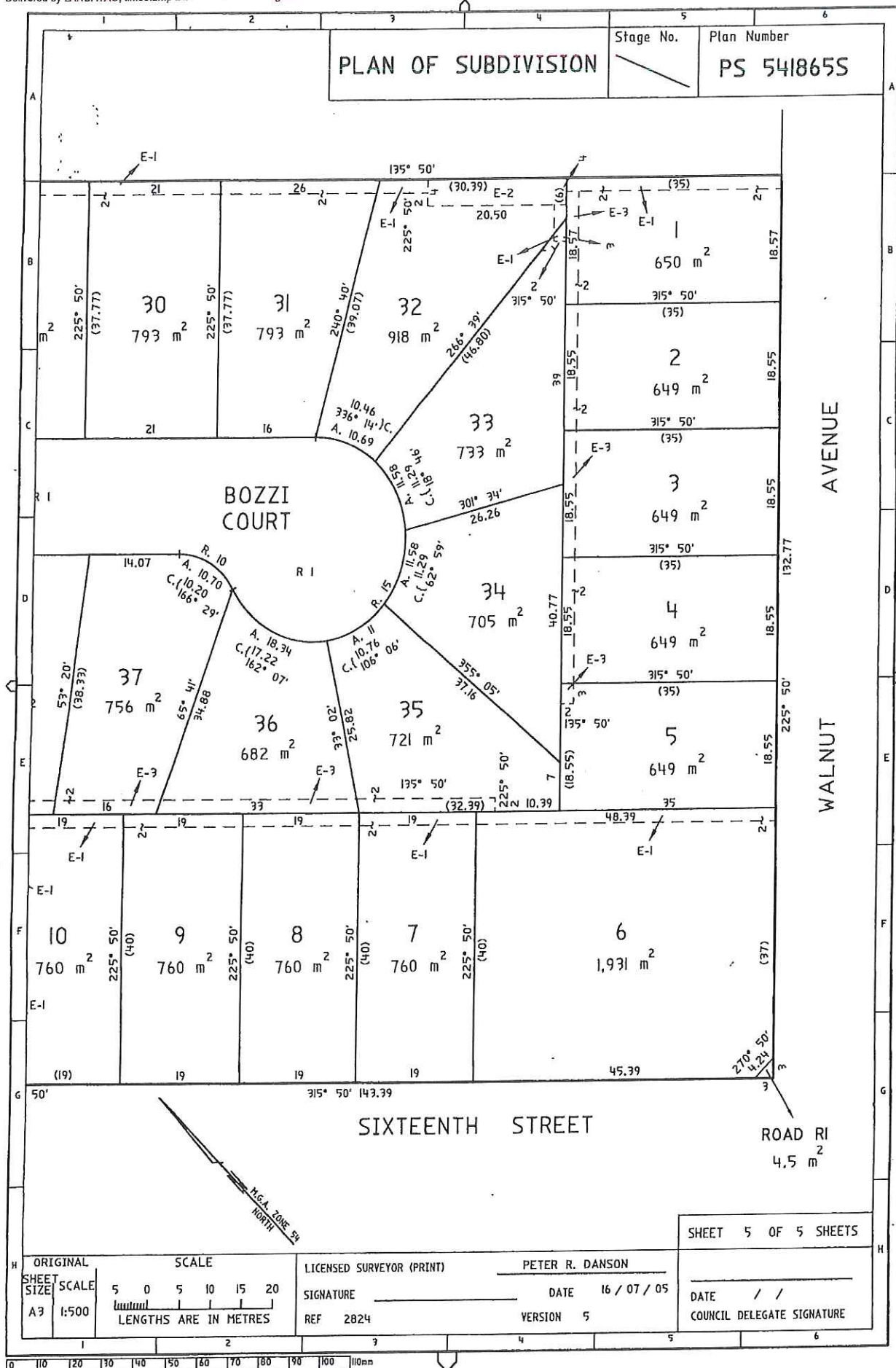








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AJ509272E

# Transfer of Land

## Section 45 Transfer of Land Act 1958

Lodged by

Name: **HOLCROFT AVERY LAWYERS**  
 Phone: (03) 5022 2622  
 Address: 143 Langtree Avenue  
 MILDURA  
 Reference: AK:KC:12-0022

Commonwealth Bank of Australia  
 ABN 48 123 123 124  
 385 Bourke Street, Melbourne  
 Phone: 1300 137 762  
 Name  
 Reference **751917709**  
 Customer Code **206**

**Privacy Collection Statement**  
 The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Customer Code: 3483H

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)

Volume 11045 Folio 341

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

All our estate in fee simple

Consideration:

Transferor: (full name)

MICHAEL ANTHONY BOZZI AND VITO JOHN BOZZI

Transferee: (full name and address including postcode)

SHEA ADAM BATEMAN of 94 Euston Avenue, Irymple, Vic 3498 and JOSEPH CAVALLO of 8 MacKays Road, Merbein, Vic 3505 as tenants in common in equal shares.

Directing Party: (full name)

NIL

Creation and/or Reservation of Easement and/or Restrictive Covenant:

The said Transferee for themselves and their successors in title registered proprietors for the time being of the said land hereby transferred and every part thereof with the intent that the benefit of this covenant shall be attached to and run at law and in equity with all of the lots contained in Plan of Subdivision No: 5418655 other than the land hereby transferred and that the burden of this covenant shall be attached to and run at law and in equity with the land hereby transferred HEREBY COVENANTS and as a separate covenant with the said Transferor and its successors in Title and the other registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No: 5418655 and every part thereof other than the said land hereby transferred, that:

- (a) They shall not at anytime hereafter construct, erect or build or cause or suffer to be constructed, erected or built on the said land hereby transferred or any part thereof more

2001109A

Order to Register

**T2**

Please register and issue Certificate of Title to

Page 1 of 3

Signed

Customer Code:

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

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

Duty Use Only	
Commonwealth Bank of Australia	
TS	ABN 48 123 123 124
stamp is	Victorian Duty \$ 1838 AP 184
S&O	Consideration / Advance \$ 81000
Property	Victorian Assets % Section
NOT	Original / Counterpart / Collateral / Stamp
TO BE	Transaction No: 18111011
COPIED	Endorsing Date: 10/2/2012
	Signature: No 10



**AJ509272E**

# Annexure Page

## Transfer of Land Act 1958

**Privacy Collection Statement**  
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This is page 2 of Approved Form T2 dated 6/2/2012

between Michael Anthony Bozzi and Vito John Bozzi and Shea Adam Bateman and Joseph Cavallo

Panel Heading

than one single dwelling house (with usual outbuildings) except lot 6.

- (b) They shall not construct, erect or build or cause or suffer to be constructed, erected or built on the said land or any part thereof any external walls (excluding windows) of any dwelling other than of brick, brick veneer, rendered brick, stone or like material;
- (c) They shall not construct, erect or build or cause or suffer to be constructed, erected or built on the said land or any part thereof any roof of any dwelling house other than of cement tiles, terracotta tiles, slate or other like material or other colour bonded material;
- (d) Any two story building shall not have exposed plumbing on the external walls of the first floor level;
- (e) They shall not at any time place, erect, construct or build or cause or suffer to be placed, erected, constructed or built or allow to remain on the said land or any part thereof any transportable, prefabricated or moveable dwelling house moved in whole or in part from another site or place of construction;
- (f) They shall not construct, erect or cause or suffer to be constructed, erected or built on any boundary or the said land (other than the front boundary or either side boundary within 10 metres of the front boundary) any fence other than a fence of 1.8 metres in height made from steel panel type construction with an oven baked exterior finish such as colourbond of a colour beige or cream or brick, rendered brick, stone or brick and steel picket type construction;
- (g) They shall not use or permit or suffer to be used the said land or any part thereof for any purpose other than residential purposes and they shall not store any materials or goods including but not limited to, trucks, semi trailers or truck trailers of any type other than goods or materials or motor vehicles commonly stored at or on residential premises;
- (h) They shall landscape and maintain all gardens, lawns and garden beds on the said land to a good standard having regard to the amenity of the area being all lots on the said Plan of Subdivision.

2001109A

# A1

Page 2 of 3

1. If there is insufficient space to accommodate the required information in a panel of the attached Form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached Form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

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

AJ509272E

# Annexure Page

## Transfer of Land Act 1958

**Privacy Collection Statement**  
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This is page 3 of Approved Form T2 dated 6/2/2012  
between Michael Anthony Bozzi and Vito John Bozzi and Shea Adam Bateman and Joseph Cavallo

Panel Heading

AND IT IS HEREBY AGREED AS FOLLOWS:

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

Dated: 6/2/2012

Execution and attestation:

Signed by MICHAEL ANTHONY BOZZI in the presence of: )

MICHAEL ANTHONY BOZZI

Witness: )

Signed by VITO JOHN BOZZI in the presence of: )

VITO JOHN BOZZI

Witness: )

Signed by SHEA ADAM BATEMAN in the presence of: )

SHEA ADAM BATEMAN

Witness: )

Signed by JOSEPH CAVALLO in the presence of: )

JOSEPH CAVALLO

Witness: )

2001109A

**A1**

Page 3 of 3

1. If there is insufficient space to accommodate the required information in a panel of the attached Form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
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**FORM 18**

**AF454207D**

05/11/2007 \$97 173



Section 181

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

**Planning and Environment Act 1987**

**Lodged by:**

**Name:** Martin Irwin & Richards Lawyers  
**Phone:** 03 50237900  
**Address:** 61 Deakin Avenue, Mildura VIC 3500  
**Ref:** Bozzi  
**Customer Code:** 14100512A 1008B

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

**LAND:** Lot 2 on Plan of Subdivision No. 213124K contained in Volume 09838 Folio 988

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

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

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

**A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION**

**Signature of Authority** .....

**Name of Officer** .....

Phil Pearce  
Chief Executive Officer  
Mildura Rural City Council  
108-116 Madden Avenue  
Mildura 3500

**Date** .....

25 Oct 07



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05/11/2007 \$97

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**MILDURA RURAL CITY COUNCIL**

and

**LOWER MURRAY URBAN AND RURAL  
WATER CORPORATION**

and

**MICHAEL ANTHONY BOZZI**

and

**VITO JOHN BOZZI**



**Martin Irwin & Richards  
Lawyers**

61 Deakin Avenue  
MILDURA VIC 3500  
DX 50022 MILDURA  
Phone: 03 5023 7900  
Fax: 03 5021 2700  
Ref: IDS:KEM06/2019

**AF454207D**

05/11/2007 \$97 173



Section 173 Agreement – Sixteenth Street, Mildura

THIS AGREEMENT is made on the 25 day of October 2007.

**PARTIES**

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

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

**AND** **MICHAEL ANTHONY BOZZI** of Walnut Avenue, South Mildura in the State of Victoria and **VITO JOHN BOZZI** of Sixteenth Street, South Mildura in the State of Victoria as the Legal Personal Representatives of the Estate of Francesco Bozzi ("the Owners")

**RECITALS**

- A. The Owners are registered or are entitled to be registered as the proprietor of the Land.
- B. The Water Corporation is the responsible authority for provision of water and sewerage for the subject and surrounding land.
- C. The Council is the responsible authority under the Planning and Environment Act 1987 ("the Act") for the Mildura Planning Scheme ("the Planning Scheme").
- D. The Owners have made an application to the Council for a planning permit under the Planning Scheme for the development of the Land for a forty five (45) lot subdivision and the use of each lot for a dwelling ("the Development").
- E. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 24 December 2004 and numbered P04/158 ("the Permit").
- F. Condition 4 of the Permit provides:
  - 4. Prior to the issue of a Statement of Compliance of the first stage the owner must enter into an agreement with the Responsible Authority in

AF454207D

05/11/2007 \$97 173



Section 173 Agreement – Sixteenth Street, Mildura

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

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

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

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

**THE PARTIES AGREE:**

**1. DEFINITIONS**

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

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

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

“Land” means the property situate at Walnut Avenue and Sixteenth Street, Mildura and described as:

- Lot 2 on Plan of Subdivision 213124K contained in Volume 09838 Folio 988.

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

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

“Permit” means planning permit number P04/158 issued by the Council on the 24 December 2004 as amended from time to time.

“Water Corporation” means the Lower Murray Urban and Rural Water Corporation and any of its successors or assigns;



**AF454207D**

08/11/2007 \$97

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Section 173 Agreement – Sixteenth Street, Mildura

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

## **3. SECTION 173 AGREEMENT**

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

The Council, the Water Corporation and the Owners 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 Owners acknowledge and agree that any obligation imposed on the Owners under this Agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land.

## **4. COMMENCEMENT**

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





Section 173 Agreement – Sixteenth Street, Mildura

**5. OWNERS' COVENANTS**

**5.1 Successors in title**

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

**5.2 Registration**

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

**5.3 Performance of Covenants**

The Owners 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 and or the Water Corporation to enforce the performance by the Owners of such covenants, agreements and undertakings.

**5.4 Comply with Permit**

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

**5.5 Costs**

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

**5.6 Disclosure, acknowledgement and indemnity**

- a) The Owners acknowledge that they are aware that the Water Corporation has set aside land at Lot 1 on Plan of Subdivision 437900 (Sixteenth

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05/11/2007 \$97 173



Section 173 Agreement – Sixteenth Street, Mildura

Street, Mildura) for a future significant water supply and that the site of the future water supply is in close proximity to the lots allowed under the subdivision, the subject of this Permit and that the water supply facility will include or comprise elevated storage.

- b) The Owners recognise and accept the potential for impact for real and perceived amenity impacts on the Land the subject of this agreement.
- c) The Owners and their successors in title shall not make any claims against the Council and or the Water Corporation for compensation loss or damage for any damages or injury sustained as a result of the installation of the water supply facility, the Council approving the Permit or pertaining to the location of a residential property on a site that is within close proximity to the water supply facility on the land at Lot 1 on Plan of Subdivision 437900 located in Sixteenth Street, Mildura. The Owners and their successors in title shall indemnify and keep indemnified the Council and the Water Corporation in respect of all claims for loss or damage whatsoever and howsoever arising pertaining to the approval of the Permit and or the establishment of the water supply facility in the vicinity of residential property and shall take no action to restrict or curtail the establishment and operation of the water supply facility in accordance with standard industry practice.

## **6. OWNERS' WARRANTY**

### **6.1 Registered Proprietor**

The Owners warrant that they are or they are entitled to be, the registered proprietor of the Land and the beneficial owner of the Land.

### **6.2 No other person with interest**

The Owners warrant 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.

AF454207D

05/11/2007 \$97 173



Section 173 Agreement -- Sixteenth Street, Mildura

**6.3 Obtained consents**

The Owners warrant that they have 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.

**7. ADDITIONAL MATTERS**

**7.1 Severance**

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

**7.2 Proper law**

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

**7.3 Joint & several**

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

**7.4 No Waiver**

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

**8. DEFAULT OF OWNERS**

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



AF454207D

05/11/2007 \$97 173



Section 173 Agreement – Sixteenth Street, Mildura

payable to Council pursuant to this Agreement shall be capable of being recovered by the Council and or the Water Corporation in any Court of competent jurisdiction as a civil debt recoverable summarily.

EXECUTED as a deed.

AF454207D

05/11/2007 \$97 173



Section 173 Agreement – Sixteenth Street, Mildura

THE COMMON SEAL of the )  
MILDURA RURAL CITY COUNCIL )

was affixed hereto by authority of )  
the Council in the presence of:



Councillor *John Arnold*

Councillor *Vernon Knight*

Chief Executive Officer

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



Chairman

Member

Managing Director

SIGNED SEALED & DELIVERED )  
by the said MICHAEL ANTHONY BOZZI )  
in the presence of: )

SIGNED SEALED & DELIVERED )  
by the said VITO JOHN BOZZI )  
in the presence of: )

Delivered by LANDATA®. Land Victoria timestamp 21/03/2016 12:46 Page 11 of 11



Section 173 Agreement – Sixteenth Street, Mildura

**MORTGAGEE'S CONSENT**

**NATIONAL AUSTRALIA BANK LIMITED** being the registered Mortgagee under Mortgage No **AE691845C** which encumbers the land described in clause 1 in the attached agreement **HEREBY CONSENTS** to the Owners encumbering the land with the within Agreement.

DATED this

*24th*

day of *October* 2007.

  
.....  
FOR AND ON BEHALF OF  
NATIONAL AUSTRALIA BANK LIMITED





Build with confidence!


**ANDERSON GROUP**  
 BUILDING SURVEYORS AND CONSULTANTS

 FORM 2  
 Building Act 1993  
 Building Regulations 2006  
 Regulation 313

# BUILDING PERMIT WITH CONDITIONS

**PERMIT NO: BS-U 29378-20140124/0**
**ISSUED TO:-**

Agent:	Cookes Pools & Spas	PO Box 5005	MILDURA VIC 3502
Phone:	03 5022 1266	Mobile: 0428 175 535	Fax:

**OWNERSHIP DETAILS:-**

Owners:	M & S Dinsmore	18 Bozzi Court	MILDURA VIC 3500
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**PROPERTY DETAILS:-**

Lot: 40	No: 18	Bozzi Court	MILDURA VIC 3502
Municipality:	Mildura Rural City Council		
Title Details:	PS:541865	Volume: 11045	Folio: 341
Site Area:	760m2		

**BUILDER:-**

Builder:	Clifford R Cooke	PO Box 5005	MILDURA VIC 3502
Phone:	03 5022 1266	Mobile: 0428 175 535	Fax:

**DETAILS OF DOMESTIC BUILDING WORK INSURANCE:-**

The issuer or provider of the required insurance policy is:-

Insurance Provider Name:	QBE	
Policy No:	020055619BWI-8	Date Issued: 13/06/2014

**DETAILS OF RELEVANT PLANNING PERMIT:-**

Not Applicable

**NATURE OF BUILDING WORK:-**

Construction of Swimming Pool and Safety Barriers	Project Estimated Value:	\$39,168
Project Classification: 10b	No of Storeys:	N/A
Project Use: Swimming Pool	Allowable Live Load:	N/A
Total New Floor Area: N/A		

**PRESCRIBED REPORTING AUTHORITIES:-**

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

**INSPECTION REQUIREMENTS:-**

Inspection of excavation  
 Inspection of reinforced bond beam (swimming pool)  
 Inspection of swimming pool fencing/barriers  
 Final upon completion of all building work

**OCCUPATION OR USE OF BUILDING:-**

A Certificate of Final Inspection is required at completion of works

**COMMENCEMENT AND COMPLETION:-**

Building work is to be commenced by: 27/06/2015 and is to be completed by six months from commencement date.

**PRACTITIONERS:-**

Type	Name	Registration Number
Builder:	Clifford Cooke	DB-L 1314
Engineer:	C E Rickard	EC 1490

**PRIVATE BUILDING SURVEYOR:-**

TIM ANDERSON

REGISTRATION NO:

BS-U 29378

SIGNATURE:

ISSUE DATE:

27/06/2014

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#### NOTES

- Note 1:** Under Regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure the registration numbers and contact details of the builder and building surveyor and the number and date of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies.
- Note 2:** Under Regulation 318, an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 3:** Include building practitioners with continuing involvement in the building work.
- Note 4:** Include only building practitioners with no further involvement in the building work.
- Note 5:** Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$12 000) must be covered by an insurance policy as required under section 135 of the **Building Act 1993**.

Build with confidence!



## **BUILDING PERMIT CONDITIONS**

**PERMIT NO: BS-U 29378-20140124/0**

### **1. GENERAL**

All works authorised by this Building Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2006, Building Code of Australia (BCA) current edition, other relevant codes and any local laws of the municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.

### **2. COMPLETION DATE**

All works must be completed within six (6) months of commencement.

### **3. CONSTRUCTION REQUIREMENTS**

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

### **4. INSURANCE**

Warranty insurance applies in relation to building work approved by this permit.

### **5. SWIMMING POOL SAFETY BARRIERS**

All swimming pool safety barriers are to be constructed in accordance with Australia Standard 1926.1 - 2012, Part 1: Safety Barriers for Swimming Pools, including:

-A 900mm non-climbable zone around the external barrier is to be maintained - all landscaping and climbable items to be kept clear-A 300mm non-climbable zone around the inside of the barrier is to be maintained - all landscaping and climbable items to be kept clear

### **6. TEMPORARY POOL FENCING**

Compliant temporary pool fencing is to be erected during construction of the swimming pool and remain in place until the permanent barrier is constructed.

### **7. INTERNAL INFRASTRUCTURE**

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

### **8. LOWER MURRAY WATER CONSENT**

If the swimming pool is to be connected into Lower Murray Water's sewer system for backwashing than an application for "Consent to Discharge Swimming Pool Backwash" must be completed and appropriate fees paid prior to commencement of works.

### **9. COMPLETION**

The construction of the swimming pool and associated barrier must be completed within 6 months of commencement, i.e. from the date of the first mandatory inspection.

**~END OF CONDITIONS~**

SIGNATURE:

REGISTRATION NO: BS-U 29378

ISSUE DATE: 27/06/2014



Build with confidence!



**ANDERSON GROUP**  
BUILDING SURVEYORS AND CONSULTANTS

**FORM 7**  
Building Act 1993  
Building Regulations 2006  
Regulation 1006

## CERTIFICATE OF FINAL INSPECTION

**TO:-**

**Agent:**

**Address:**

Cookes Pools & Spas  
PO Box 5005  
MILDURA VIC 3502

**Owner:**

**Address:**

M & S Dinsmore  
18 Bozzi Court  
MILDURA VIC 3500

**PROJECT ADDRESS:-**

Lot 40 (No. 18) Bozzi Court, MILDURA

**MUNICIPAL DISTRICT:-**

Mildura Rural City Council

**DESCRIPTION OF BUILDING WORK:-**

Part of Building:

Permitted Use:

BCA Class:

Allowable Live Load:

Swimming Pool and Safety Barriers  
As per plans  
Swimming Pool  
10b  
N/A

**DIRECTIONS:-**

Any directions under Division 5 of Part 4 of the  
**Building Act 1993** have been complied with.

**RELEVANT BUILDING SURVEYOR:-**

Name:

Registration No:

Address:

TIM ANDERSON  
BS-U 29378  
101a Ninth Street  
Mildura VIC 3500

**SIGNATURE:-**

Signed:

Certificate No:

Final Inspection Date:

Date of Issue:

  
20140124/0  
22 August 2014  
25 August 2014



## Domestic Building Insurance Certificate of Insurance

Policy Number 020055619BWI-8

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



MARK & SUSAN DINSMORE  
18 BOZZI CT  
MILDURA 3500

**Name of Intermediary**  
AUSTCOVER PTY LIMITED  
PO BOX 2780  
BRISBANE QLD 4001

**Account Number**  
02AUSTCOV  
**Date Issued**  
13/06/2014

### Policy Schedule Details

#### Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

**Domestic Building Work**

SWIMMING POOLS

**At the property**

18 BOZZI COURT  
MILDURA VIC 3500

**Carried out by the builder**

SUNRAYSIA POOLS PTY LTD  
ACN: 005 615 172



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

**For the building owner**

MARK & SUSAN DINSMORE

**Pursuant to a domestic building contract dated**

10/06/2014

**For the contract price of**

\$39,168.00

**Type of cover**

Cover is only provided if SUNRAYSIA POOLS PTY LTD has died, becomes insolvent or has disappeared\*

**Period of cover**

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

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

**The maximum policy limit for all claims made under this policy is**

\$200,000 all inclusive of costs and expenses\*

**The maximum policy limit for all claims for non-completion of the domestic building works is**

20% of the contract price\*

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

QM1824-1207



**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 020055619BWI-8

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



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

Issued by QBE Insurance (Australia) Limited for and on behalf of

**Victorian Managed Insurance Authority (VMIA)**

**IMPORTANT:**

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



# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 23 February 2021 03:57 PM

## PROPERTY DETAILS

Lot and Plan Number: **Lot 40 PS541865**  
 Address: **18 BOZZI COURT MILDURA 3500**  
 Standard Parcel Identifier (SPI): **40\PS541865**  
 Local Government Area (Council): **MILDURA**  
 Council Property Number: **32395**  
 Directory Reference: **Vicroads 534 H10**

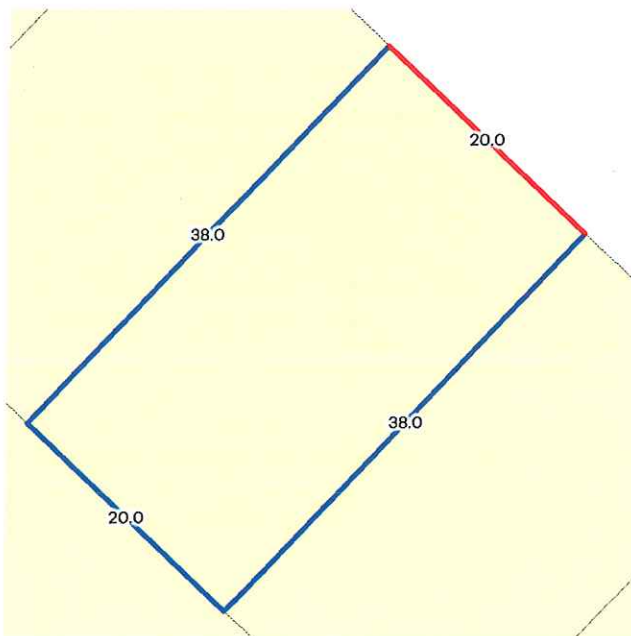
[www.mildura.vic.gov.au](http://www.mildura.vic.gov.au)

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

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

## SITE DIMENSIONS

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



**Area:** 760 sq. m

**Perimeter:** 116 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

# PROPERTY REPORT

## PLANNING INFORMATION

**Planning Zone:** [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

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

**Planning Overlay:** [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 \(DDO8\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 \(DPO1\)](#)

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

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

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)

[SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 \(SCO1\)](#)

Planning scheme data last updated on 17 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>

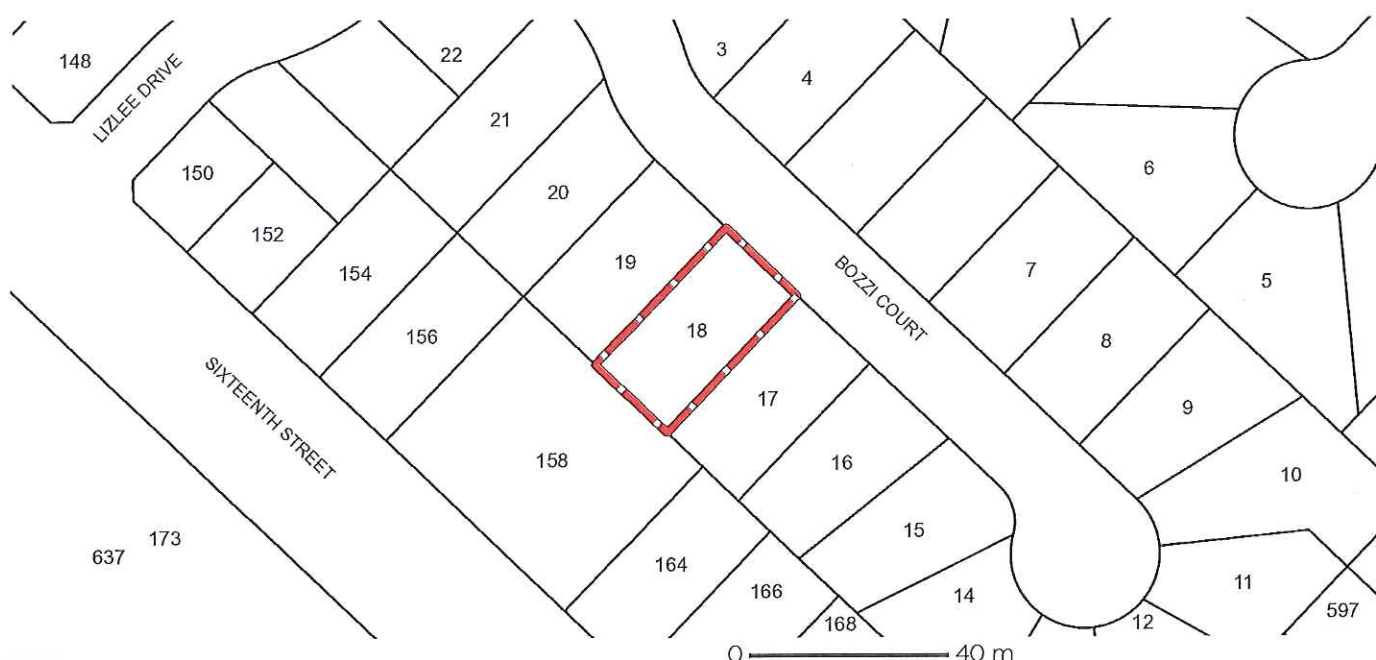
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

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

## Area Map



 Selected Parcel

# PROPERTY REPORT





# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 23 February 2021 03:58 PM

## PROPERTY DETAILS

Address:	18 BOZZI COURT MILDURA 3500	
Lot and Plan Number:	Lot 40 PS541865	
Standard Parcel Identifier (SPI):	40\PS541865	
Local Government Area (Council):	MILDURA	<a href="http://www.mildura.vic.gov.au">www.mildura.vic.gov.au</a>
Council Property Number:	32395	
Planning Scheme:	Mildura	<a href="#">Planning Scheme - Mildura</a>
Directory Reference:	Vicroads 534 H10	

## UTILITIES

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

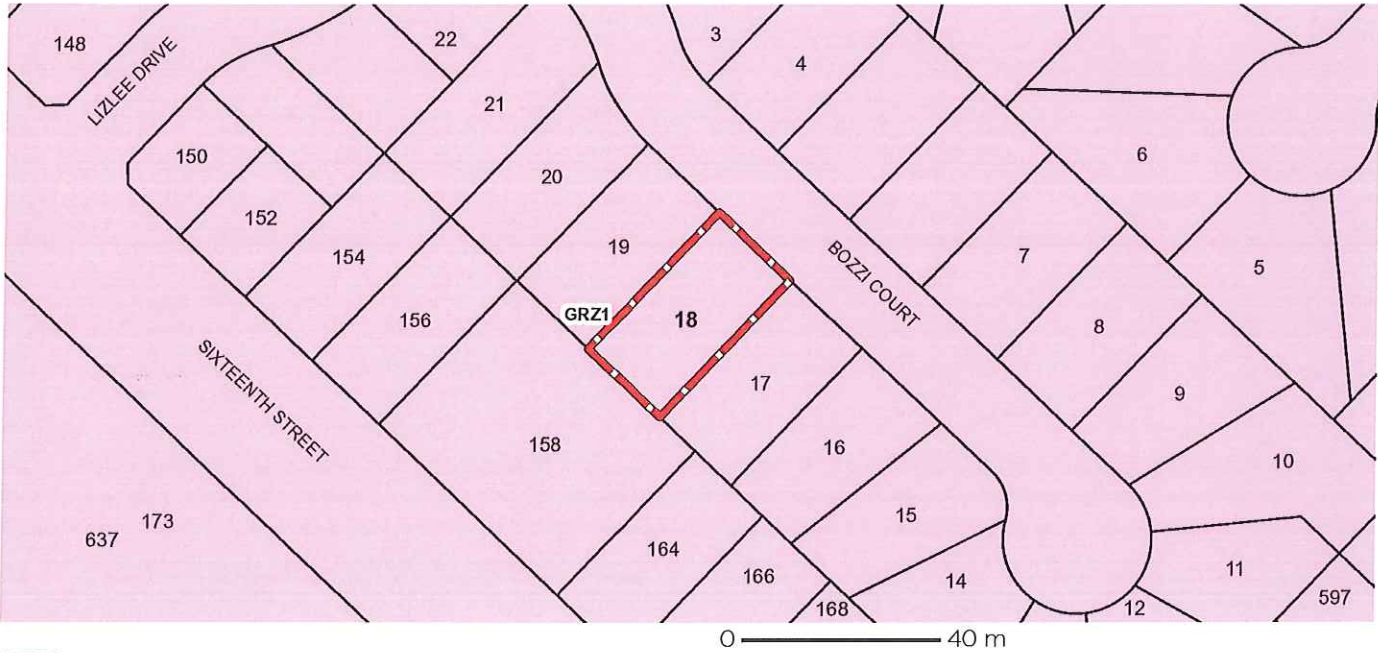
[View location in VicPlan](#)

## STATE ELECTORATES

Legislative Council:	NORTHERN VICTORIA
Legislative Assembly:	MILDURA

## Planning Zones

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



 GRZ - General Residential

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



# PLANNING PROPERTY REPORT

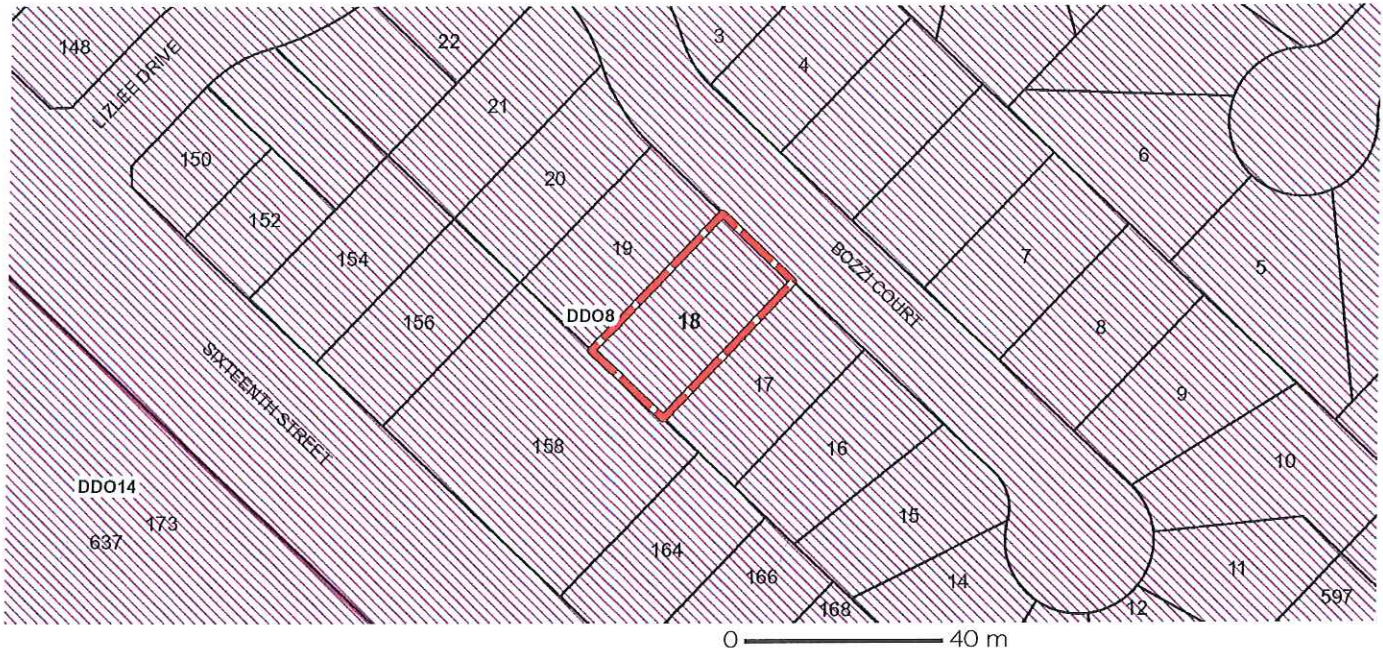


Environment,  
Land, Water  
and Planning

## Planning Overlays

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)

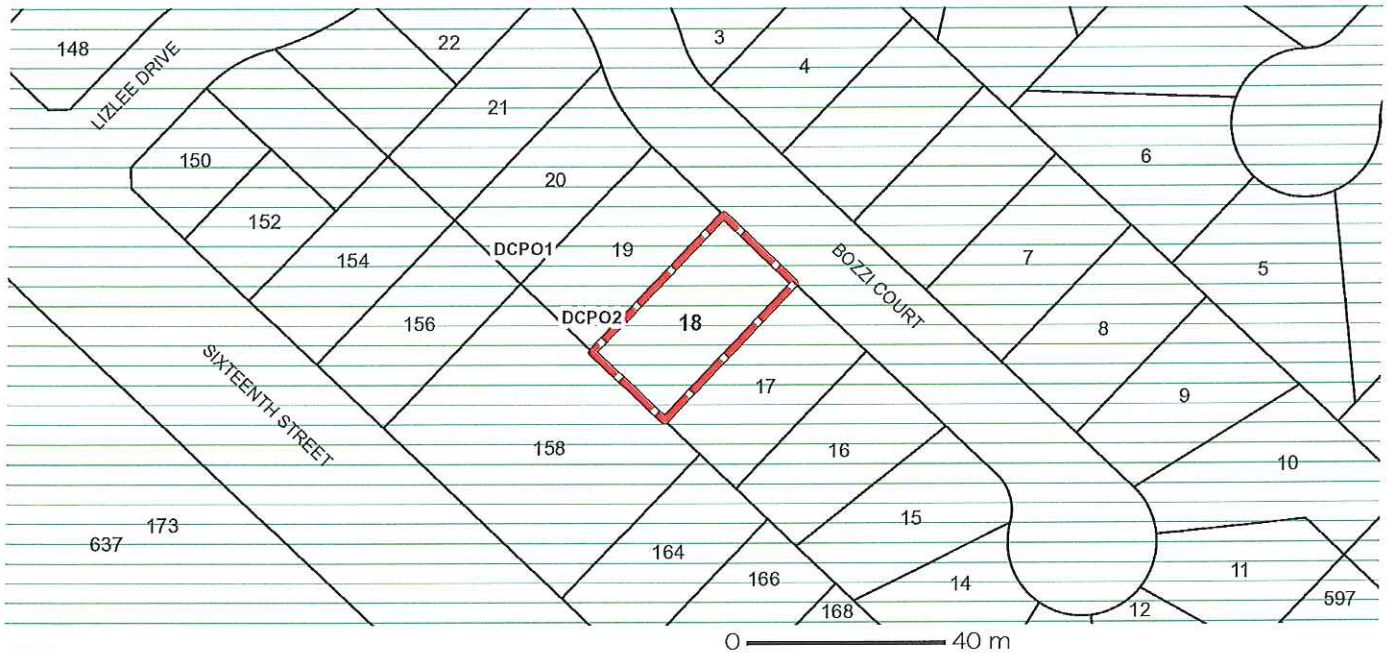


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

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



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



# PLANNING PROPERTY REPORT

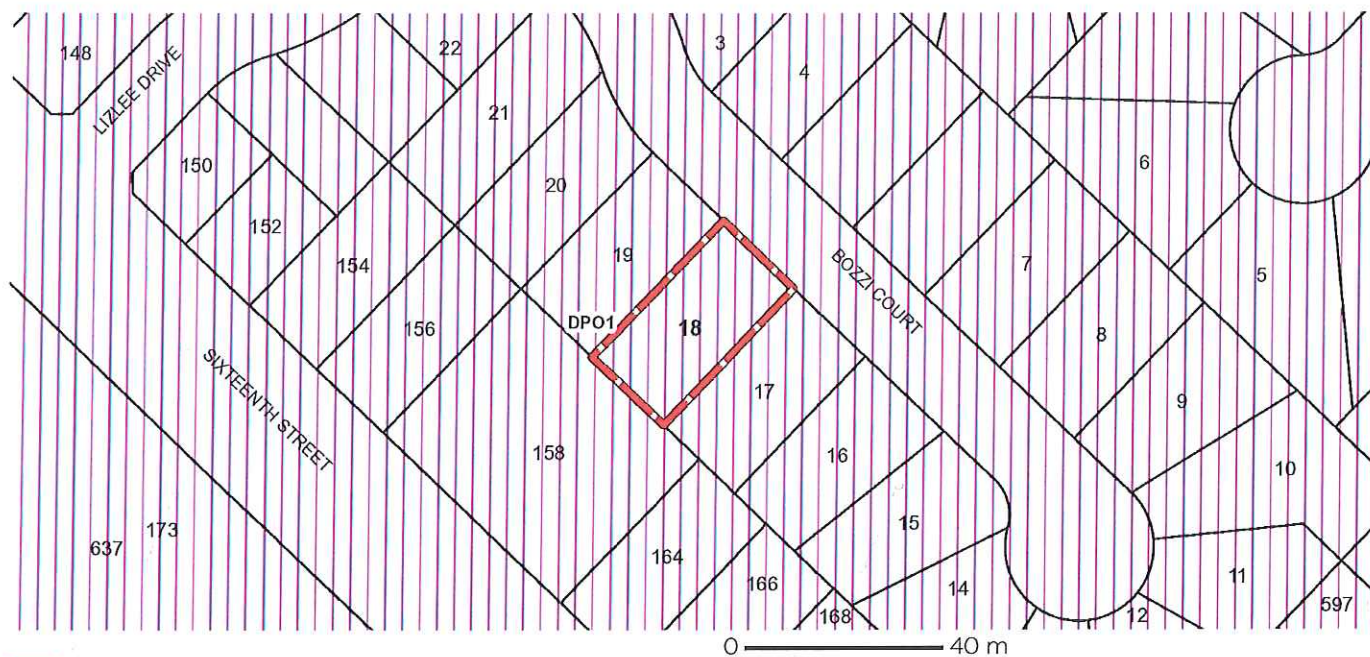


Environment,  
Land, Water  
and Planning

## Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)

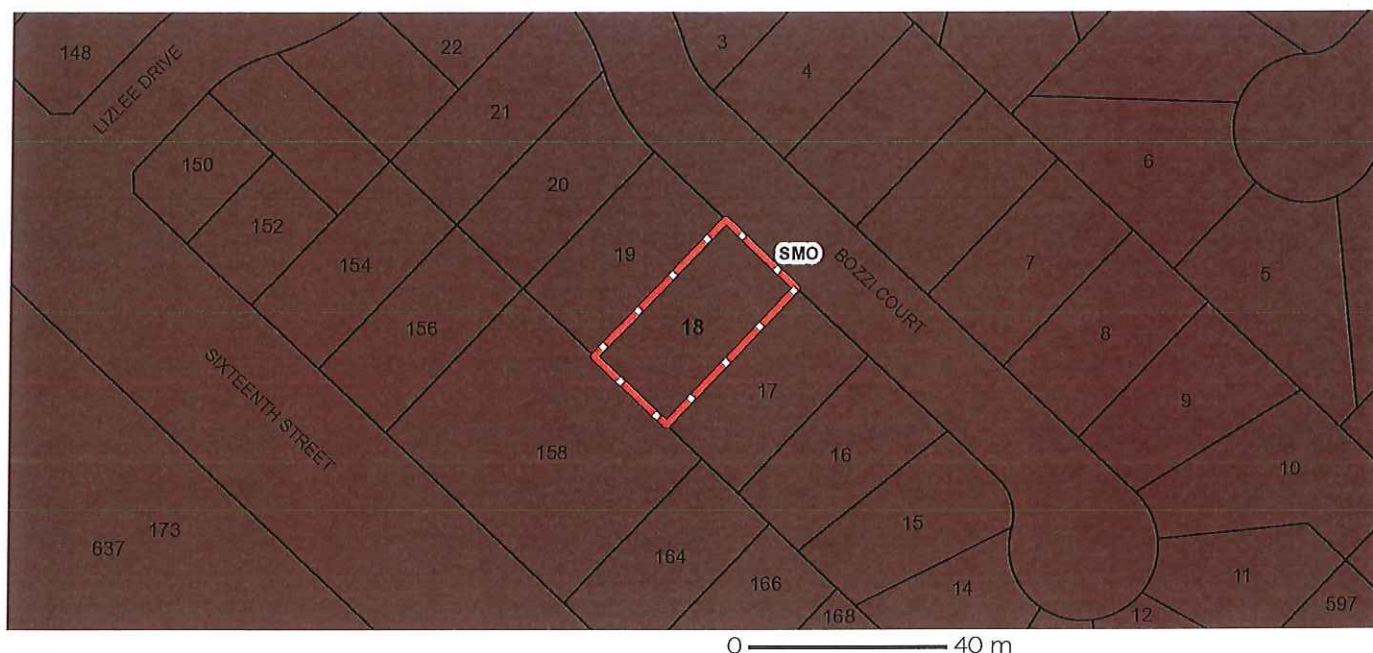


 DPO - Development Plan

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

SALINITY MANAGEMENT OVERLAY (SMO)

SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)



 SMO - Salinity Management

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



# PLANNING PROPERTY REPORT

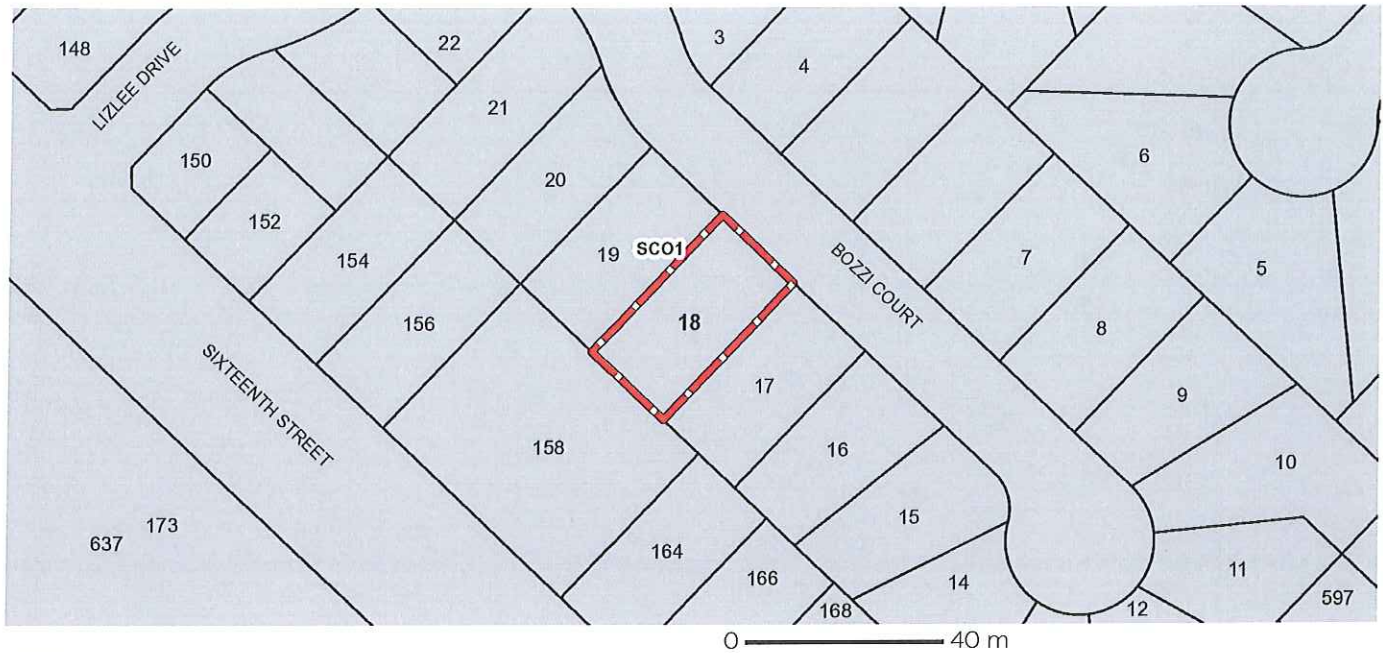


Environment,  
Land, Water  
and Planning

## Planning Overlays

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 17 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>

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

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# PLANNING PROPERTY REPORT

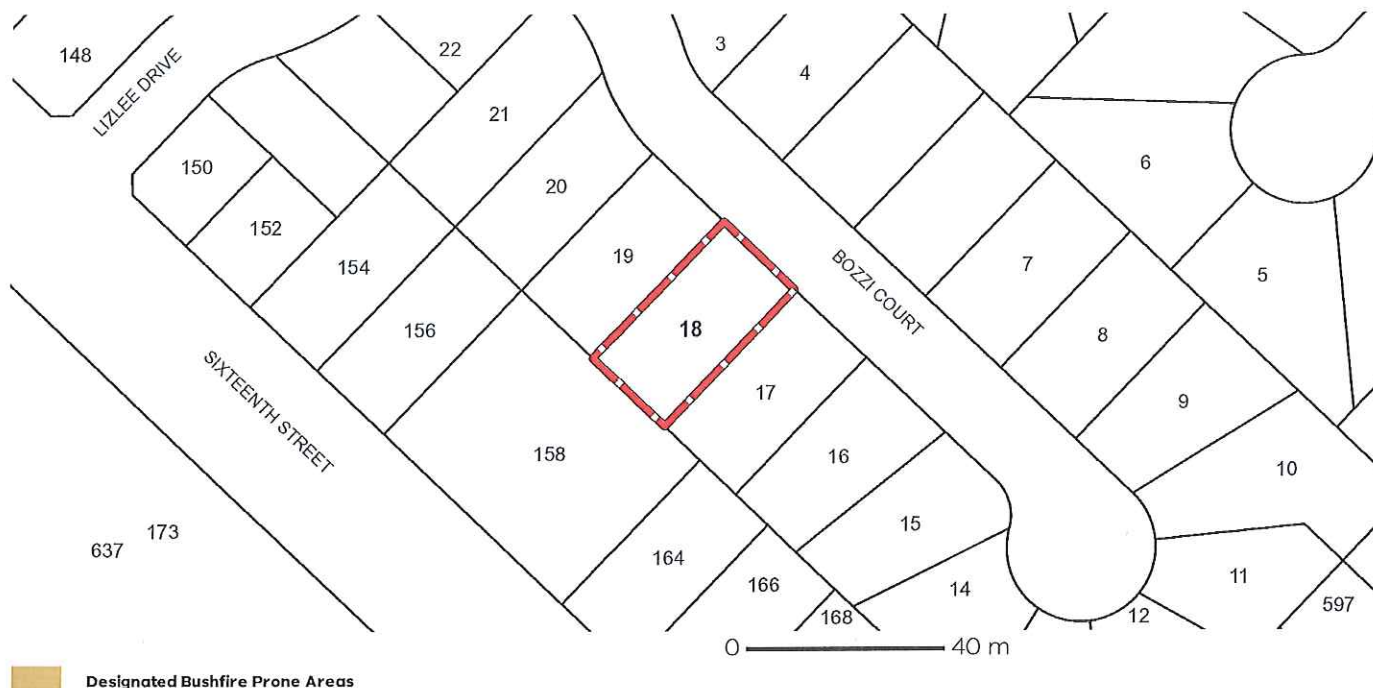


Environment,  
Land, Water  
and Planning

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**

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



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 <https://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 <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>



**LOWER MURRAY URBAN AND RURAL WATER CORPORATION**

- and -

**Mr SA Bateman & Mr J Cavallo**

---

**AGREEMENT MADE PURSUANT TO  
SECTION 148 OF  
THE WATER ACT 1989**

---



## **AGREEMENT AND CONSENT FOR BUILDING OVER SERVICES**

- This is a legally binding document and you should read it carefully and if necessary consult legal advice before you sign it.
- The purpose of this Agreement is to protect Lower Murray Water against claim by current and subsequent owners or occupiers of this property arising out of this Consent to build over particular services.

**The Owner/s:** Mr SA Bateman & Mr J Cavallo  
**The Property:** 18 Bozzi Court Mildura  
Lot 40 PS541865S Volume 11045 Folio 341  
**The Plans Approved:** Endorsed by Lower Murray Water dated 29/04/2014

- 1) Lower Murray Water (the Corporation) grants this Consent to build over the services within the Property subject to the conditions set out in this Agreement and Consent and subject to any conditions or requirements imposed from time to time by the Corporation either by resolution of the Corporation, Regulation under Statute or by Corporation By-Law.
- 2) The nature of the construction over the services shall be as set out in the plans referred to and identified as set out above and no variation to the proposed construction from those plans may occur without Lower Murray Water's written consent, otherwise this Consent shall have no effect.
- 3) The owner agrees that this Agreement and Consent is binding on the Owner, the Owner's legal and personal representatives and any transferee or assignee of the Property or the relevant part of the Property.
- 4) The Owner agrees that if it is necessary at any time for Lower Murray Water to carry works out on the particular services and those works require the demolition in part or in total of any part of the structure permitted to be constructed over the services then the Owner shall make no claim whatsoever against Lower Murray Water for carrying out of any such works.
- 5) Where any third party has a claim against either the Owner or Lower Murray Water in relation to any works that may be carried out as contemplated in the preceding clause (for example a tenant of the Owner) the Owner hereby indemnifies Lower Murray Water and will keep Lower Murray Water harmless in relation to any such claim.
- 6) The Owner agrees that if it wishes to let the premises to any tenant or some other party under a tenancy or licence or like arrangement the Owner will notify that third party of the existence of the Agreement and the construction over the services.

7) If the Owner intends to transfer or sell the premises then the Owner agrees that any document of transfer or contract prepared shall fully disclose the existence of this Agreement and Consent to any such purchaser, assignee or transferee before any contract or agreement is entered into for sale, assignment or transfer of the Property. This Agreement should be treated by the Owner as a notice by Lower Murray Water for the purposes of section 32 of the Sale of Land Act and therefore disclosed in any sale documentation.

8) The owner expressly releases Lower Murray Water from any legal action or claim or demand which the Owner may have against Lower Murray Water (including any claim by employees, agents or invitees of the Owner) and further in relation to any such legal action or claim the Owner indemnifies and shall keep indemnified Lower Murray Water against any such action or claim. It is further agreed:

a) There will be no responsibility on Lower Murray Water to reinstate any structure built over the services which is removed either partially or totally.

b) The Owner shall pay the cost of any maintenance or repairs to the services if those additional costs or repairs have been rendered necessary by the presence of the structure over the services.

9) If there is more than one Owner of the Property then all Owners shall be required to sign this Agreement. All Owners shall be jointly and severally liable under this Agreement. Any failure by a particular Owner to sign this Agreement means the Owner that does sign will be entirely responsible to Lower Murray Water for any loss or damage Lower Murray Water suffers due to the failure of any other Owner to sign.

10) Additional conditions imposed in relation to this particular Agreement and Consent are:

a) To permit Lower Murray Water at all times hereafter to enter into and upon the said land for the purpose of inspecting the main and as far as necessary maintaining or repairing same.

b) ~~Not at any time or times to demolish re-erect or modify the said buildings save~~ with previous consent in writing of Lower Murray Water and the Building Surveyor of the local municipality or registered private building practitioner and save in accordance with plans and specifications approved by Lower Murray Water and Building Surveyor or registered private building practitioner.



DATED:

**EXECUTION OF AGREEMENT**

The Owner/s:

SIGNED by

) SA BATEMAN

) J CAVALLO

In the presence of:

Witness: STEPHANIE BOZZI

Execution by the Lower Murray Water:  
**EXECUTED by LOWER MURRAY URBAN AND RURAL  
WATER CORPORATION**  
By its authorised Delegate:

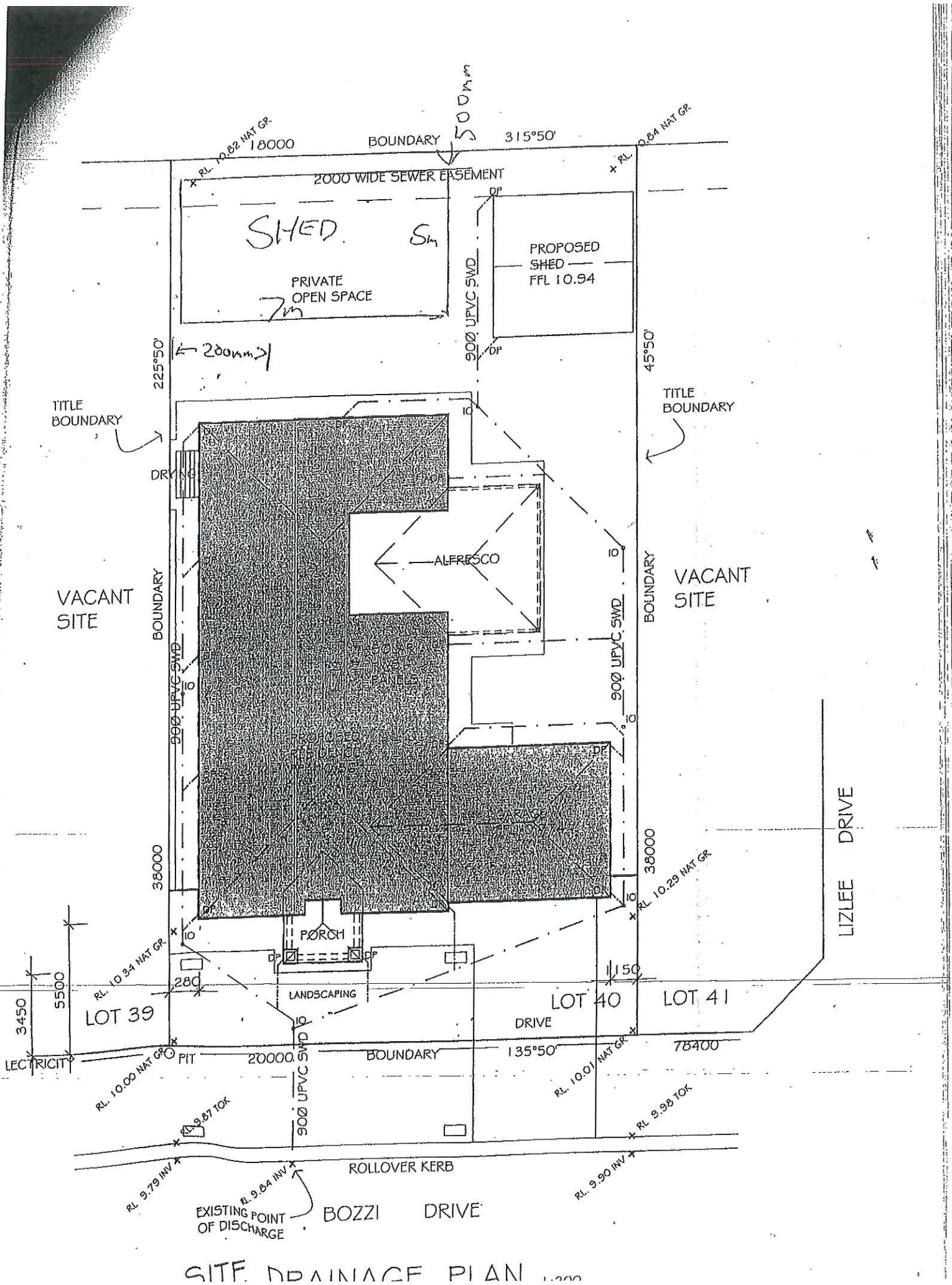
R. J (Ron) Leamon  
Managing Director

01/05/2014

In the presence of:

Witness:









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

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

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

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

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

sincerely



**Yantse**

**CIPAL BUILDING SURVEYOR**



# Due diligence checklist for home buyers

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

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

Sellers or estate agents must:

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

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

## Urban living

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

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

## Buying into an Owners Corporation

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

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

## Growth areas

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

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

## Flood and fire risk

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

More information:

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

## Rural properties

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

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

## Earth resource activity, such as mining

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

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



## **Soil and groundwater contamination**

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

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

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

## **Land boundaries**

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

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

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

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

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

## **Proposed or granted planning permits**

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

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

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



## **Safety**

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

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

## **Building permits**

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

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

## **Aboriginal cultural heritage and building plans**

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

## **Insurance cover for recent building or renovation works**

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

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

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

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

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

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

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

## **Buyers' rights**

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

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

## **Professional associations and bodies that may be helpful:**

\* Archicentre website

[Association of Consulting Surveyors Victoria website](#)

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

[Institute of Surveyors Victoria website](#)

[Law institute of Victoria website](#)

[Real Estate Institute of Victoria website](#)

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

Government of Victoria (Consumer Affairs Victoria) 2014

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

**Vendor: Yvonne Joy Lawes**

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**Vendor's Section 32 Statement**

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**Property: 18 Bozzi Court, Mildura**

**Vendor's Conveyancer:**

**ALLSTATE CONVEYANCING SERVICES PTY. LTD.**

**Of 170 Eighth Street, Mildura, Vic, 3500.**

**Phone: 03 50 235355**

**Facsimile: 03 50 235653**

**Ref: 21138 Lawes (Sally)**