

# Vendor Statement

## Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked “+” below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser’s name or signature box. A corporation’s ACN or ABN should also be included.

Delete as appropriate wherever an asterisk (\*) appears. “Nil” may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

Prepared by At Call Conveyancing Services

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

**Land**

20 BRIDGE WAY MILDURA VICTORIA 3150

+ **Vendor’s name**

RICHARD PETER VANDENBERG  
SOLE DIRECTOR AND COMPANY SECRETARY  
RICHIE HOLDINGS PTY LTD ACN 114 488 336

**Date**

/ /2021

+ **Vendor’s signature**

+ **Purchaser’s name**

**Date**

/ /2021

+ **Purchaser’s signature**

+ **Purchaser’s name**

**Date**

/ /2021

+ **Purchaser’s signature**

## 1. FINANCIAL MATTERS

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

DO NOT EXCEED A TOTAL OF - \$15,000.00

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

NONE TO THE VENDOR'S KNOWLEDGE

### 1.3 Terms Contract

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

NOT APPLICABLE

### 1.4 Sale Subject to Mortgage

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

NOT APPLICABLE

## 2. INSURANCE

### 2.1 Damage and Destruction

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

NOT APPLICABLE

### 2.2 Owner-Builder

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

NOT APPLICABLE

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

IF EXISTING – IS IN THE ATTACHED COPIES OF THE TITLE DOCUMENTS

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

NONE TO THE VENDOR'S KNOWLEDGE

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an "X"

### 3.4 Planning Scheme

ATTACHED IS A CERTIFICATE WITH THE REQUIRED SPECIFIED INFORMATION

## 4. NOTICES

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

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

NONE TO THE VENDOR'S KNOWLEDGE

**4.2 Agricultural Chemicals**

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

NONE TO THE VENDOR'S KNOWLEDGE

**4.3 Compulsory Acquisition**

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

NONE TO THE VENDOR'S KNOWLEDGE

**5. BUILDING PERMITS**

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

NONE TO THE VENDOR'S KNOWLEDGE

**6. OWNERS CORPORATION**

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

NOT APPLICABLE

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

NOT APPLICABLE

**8. SERVICES**

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

Electricity supply  Gas supply  Water supply  Sewerage  Telephone services

**9. TITLE**

Attached are copies of the following documents:

**9.1 Registered Title**

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

**10. SUBDIVISION**

NOT APPLICABLE

**11. DISCLOSURE OF ENERGY INFORMATION**

NOT APPLICABLE

**12. DUE DILIGENCE CHECKLIST**

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

### 13. ATTACHMENTS

- 13.1 Register Search Statement Certificate of Title Volume 11074 Folio 024
- 13.2 Register Search Statement Certificate of Title Volume 11033 Folio 982
- 13.3 Register Search Statement Certificate of Title Volume 11033 Folio 983
- 13.4 Plan of Subdivision No: 613558D
- 13.5 Plan of Subdivision No: 544424J
- 13.6 Agreement Section 173 Planning and Environment Act 1987 No: AF180070E
- 13.7 Rates, taxes and planning certificates

DRAFT



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

VOLUME 11074 FOLIO 024

Security no : 124090709229Q  
Produced 23/06/2021 08:56 AM

**LAND DESCRIPTION**

Lot 21 on Plan of Subdivision 613558D.  
PARENT TITLE Volume 11033 Folio 867  
Created by instrument PS613558D 12/06/2008

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
RICHIE HOLDINGS PTY LTD of 17 FLETCHER STREET HAWTHORN EAST VIC 3123  
AH266200Y 01/06/2010

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AH266201W 01/06/2010  
NATIONAL AUSTRALIA BANK LTD

COVENANT PS613558D 12/06/2008

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  
AF180070E 03/07/2007

**DIAGRAM LOCATION**

SEE PS613558D 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: 20 BRIDGE WAY MILDURA VIC 3500

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED  
Effective from 23/10/2016

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS613558D</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>23/06/2021 09:01</b>

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<b>PLAN OF SUBDIVISION</b>	Stage No. /	LTO use only  EDITION 2	PLAN NUMBER  PS 613558D
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Location of Land  
 Parish: MILDURA  
 Township: \_\_\_\_\_  
 Section: \_\_\_\_\_  
 Crown Allotment: \_\_\_\_\_  
 Crown Portion: 1 (PART)

LTO base record: VICMAP DIGITAL PROPERTY  
 Title References: Vol 11033 Fol 867

Last Plan Reference: PS 544424J (LOT B1)  
 Postal Address: 50-100 CURETON AVENUE,  
 MILDURA, 3500.

MGA Co-ordinates: E 608100  
 (Of approx. centre of plan) N 6216500 Zone 54

**Council Certification and Endorsement**

Council Name: MILDURA RURAL CITY COUNCIL Ref: 501222

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 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 2/4/2008

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

Council Delegate  
 Council seal

Date / /

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD R1 RESERVE No.4	MILDURA RURAL CITY COUNCIL POWERCOR AUSTRALIA LIMITED

**Notations**

Depth Limitation: DOES NOT APPLY

Staging This ~~is~~/is not a staged subdivision  
 Planning Permit No. P06/295

**CREATION OF RESTRICTION:**  
 A PURPOSE OF THIS PLAN IS TO CREATE THE RESTRICTION SHOWN ON SHEET 7 OF THIS PLAN.

LOTS 1 TO 15, LOTS A TO C & B1 AND RESERVES No.1 TO 3 HAVE BEEN OMITTED FROM THIS PLAN.

Survey:- This plan is / ~~is not~~ based on survey.

To be completed where applicable.

This survey has been connected to permanent marks no(s).1024,1025,1036, 1037,1038,1039, 1066,1135&1136  
 In Proclaimed Survey Area no. \_\_\_\_\_

**Easement Information**

Legend: E - Encumbering Easement or Condition in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	CARRIAGEWAY  POWERLINE  WATER SUPPLY	12.20	PS 5413000  PS 5413000 & SECTION 88 OF ELECTRICITY INDUSTRY ACT 2000.  PS 5413000	LOTS ON PS 5413000 & MILDURA RURAL CITY COUNCIL POWERCOR AUSTRALIA LIMITED  LOWER MURRAY URBAN & RURAL WATER AUTHORITY
E-2	WATER SUPPLY	2.50	PS 5413000	MILDURA RURAL CITY COUNCIL
E-3	RIGHT OF WAY AND THE SUPPLY OF WATER, GAS, ELECTRICITY & TELECOMMUNICATIONS.	SEE DIAG.	PS 544424J	LOTS ON PS 544424J
E-4	SEWERAGE	2	THIS PLAN	LOWER MURRAY URBAN & RURAL WATER CORPORATION
RI	WAY, DRAINAGE & SEWERAGE AND THE SUPPLY OF WATER, GAS, ELECTRICITY & TELECOMMUNICATIONS.	SEE DIAG.	THIS PLAN	LOTS ON THIS PLAN

LTO use only \_\_\_\_\_

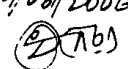
Statement of Compliance / Exemption Statement

Received

Date 11/16/08

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN  
 REF 7706/3 VERSION 3 DATE 13/03/2008 SIGNATURE \_\_\_\_\_

LTO use only \_\_\_\_\_

PLAN REGISTERED  
 TIME 2:27 pm  
 DATE 12/06/2006  
  
 Assistant Registrar of Titles

Sheet 1 of 7 Sheets

**FREEMAN & FREEMAN**  
 LAND SURVEYORS  
 PO BOX 2135 MILDURA VIC 3502  
 TELEPHONE: (03) 50236239

DATE 2/4/2008  
 COUNCIL DELEGATE SIGNATURE

Original sheet size A3

# PLAN OF SUBDIVISION

Stage No.

Plan Number

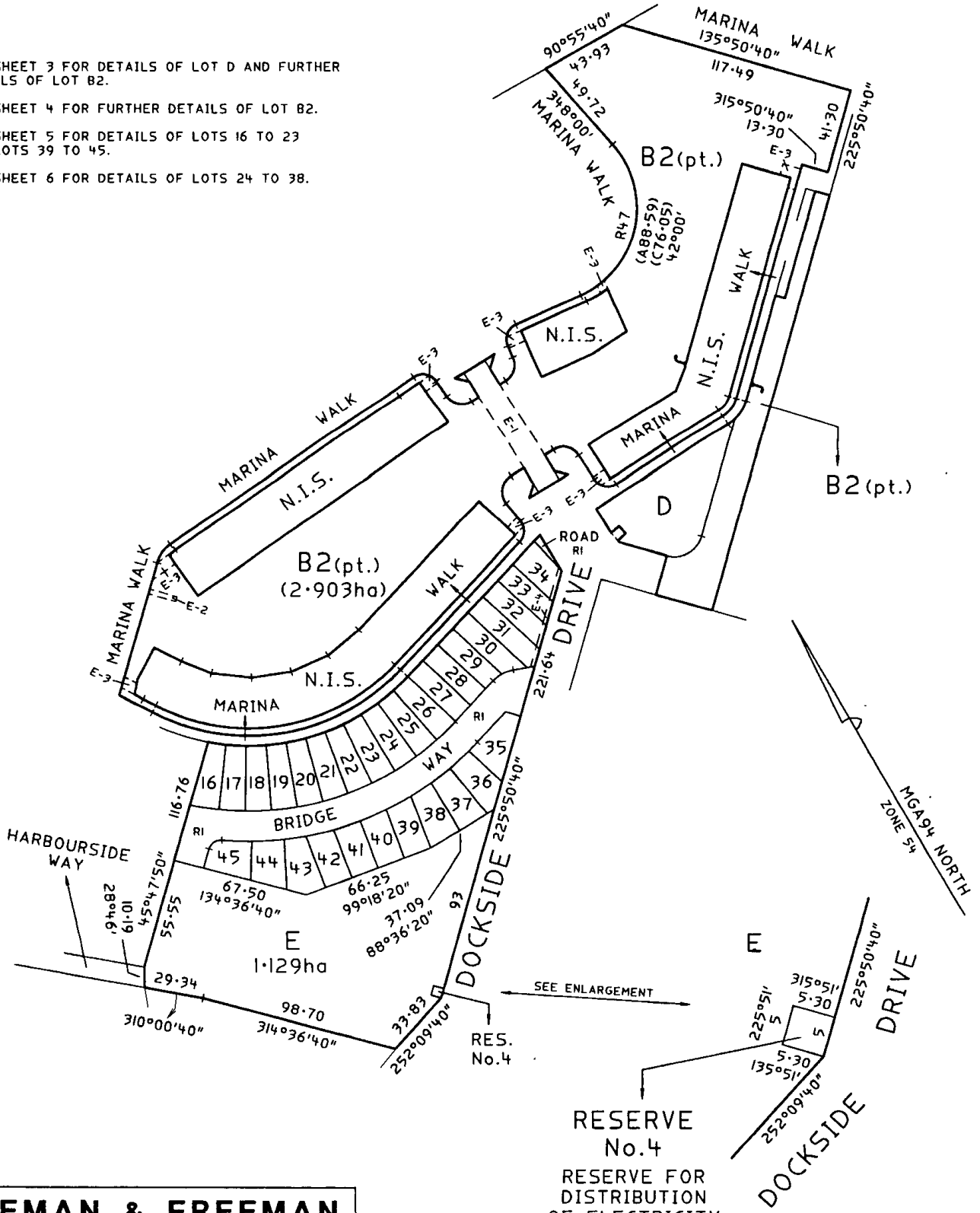
PS 613558D

SEE SHEET 3 FOR DETAILS OF LOT D AND FURTHER DETAILS OF LOT B2.

SEE SHEET 4 FOR FURTHER DETAILS OF LOT B2.

SEE SHEET 5 FOR DETAILS OF LOTS 16 TO 23 AND LOTS 39 TO 45.

SEE SHEET 6 FOR DETAILS OF LOTS 24 TO 38.



**FREEMAN & FREEMAN**  
 LAND SURVEYORS  
 PO BOX 2135 MILDURA VIC 3502  
 TELEPHONE: (03) 50236239

RESERVE No. 4  
 RESERVE FOR DISTRIBUTION OF ELECTRICITY  
 27m²

ENLARGEMENT DIAGRAM  
 SCALE 1:500

SHEET 2 OF 7 SHEETS

ORIGINAL SHEET SIZE	SCALE
A3	1:2000

SCALE  
 0 20 40 60 80  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN  
 SIGNATURE \_\_\_\_\_ DATE 13/03/2008  
 REF 7706/2 VERSION 3

DATE / /  
 COUNCIL DELEGATE SIGNATURE

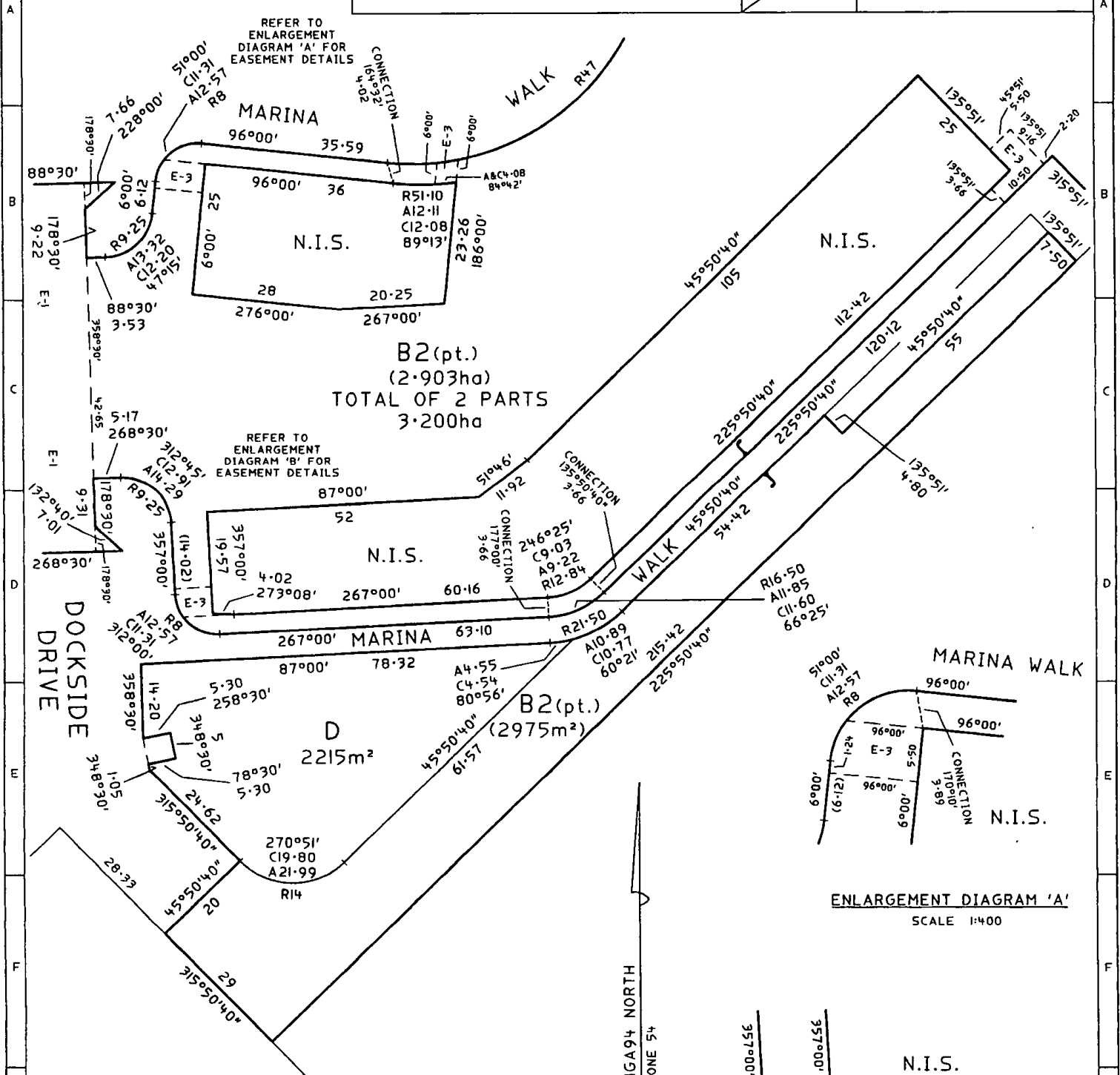


# PLAN OF SUBDIVISION

Stage No.

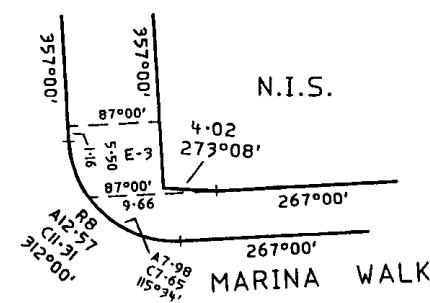
Plan Number

PS 613558D



B2(pt.)  
(2.903ha)  
TOTAL OF 2 PARTS  
3.200ha

ENLARGEMENT DIAGRAM 'A'  
SCALE 1:400



ENLARGEMENT DIAGRAM 'B'  
SCALE 1:400

SEE SHEET 2 FOR DETAILS OF LOT E & RESERVE No.4.  
SEE SHEETS 2 & 4 FOR FURTHER DETAIL OF LOT B2.  
SEE SHEET 5 FOR DETAIL OF LOTS 16 TO 23 & 39 TO 45.  
SEE SHEET 6 FOR DETAIL OF LOTS 24 TO 38.

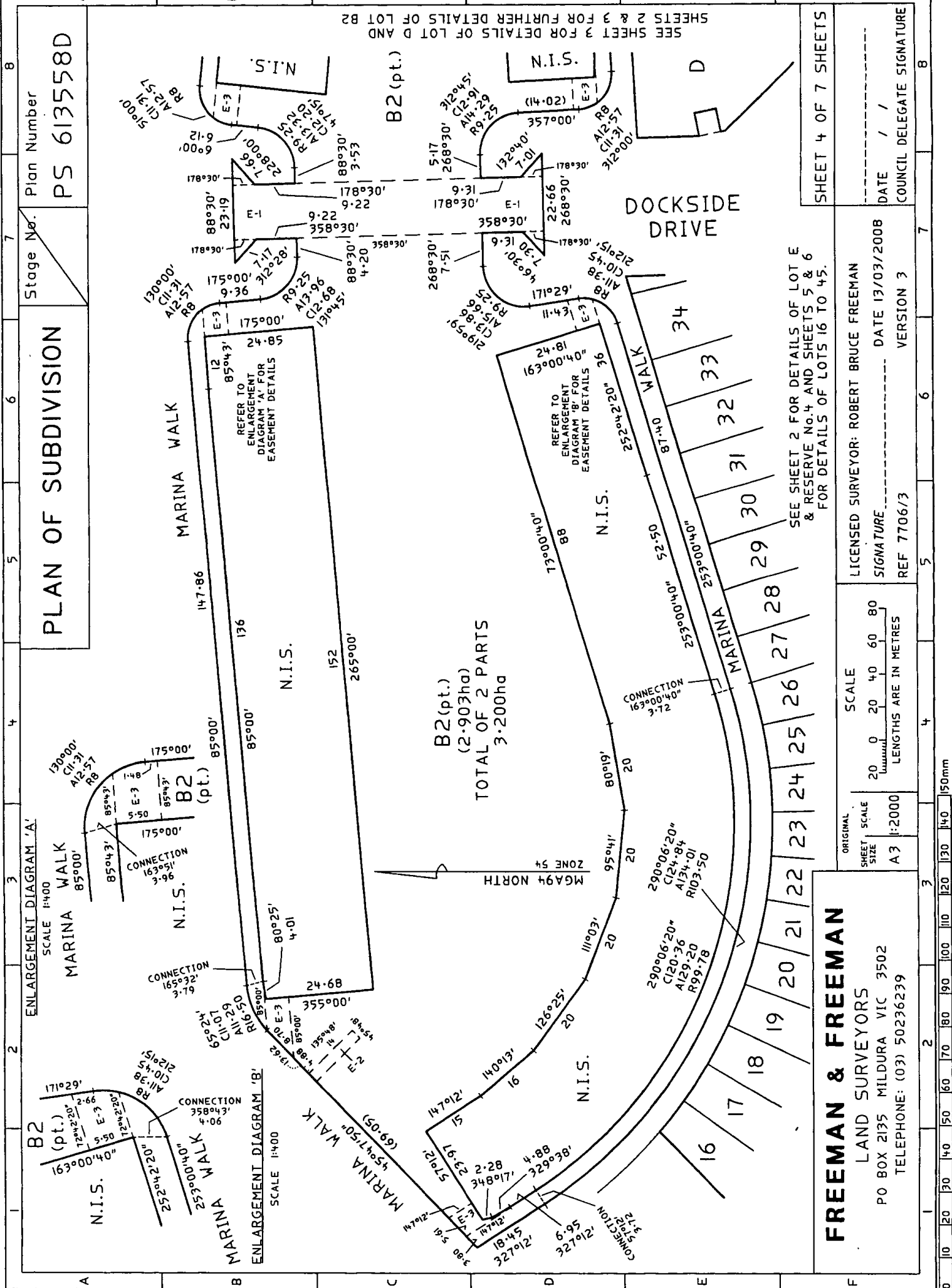
**FREEMAN & FREEMAN**  
LAND SURVEYORS  
PO BOX 2135 MILDURA VIC 3502  
TELEPHONE: (03) 50236239

SHEET 3 OF 7 SHEETS

ORIGINAL SCALE  
SHEET SIZE A3 SCALE 1:800  
SCALE  
0 8 16 24 32  
LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN  
SIGNATURE \_\_\_\_\_ DATE 13/03/2008  
REF 7706/3 VERSION 3

DATE / /  
COUNCIL DELEGATE SIGNATURE



Stage No. PS 613558D

PLAN OF SUBDIVISION

ENLARGEMENT DIAGRAM 'A'  
SCALE 1:400  
MARINA WALK  
85'00"

ENLARGEMENT DIAGRAM 'B'  
SCALE 1:400  
MARINA WALK  
253°00'00" 14'00"

REFER TO ENLARGEMENT DIAGRAM 'A' FOR EASEMENT DETAILS

REFER TO ENLARGEMENT DIAGRAM 'B' FOR EASEMENT DETAILS

SEE SHEET 3 FOR DETAILS OF LOT D AND SHEETS 2 & 3 FOR FURTHER DETAILS OF LOT B2

SEE SHEET 2 FOR DETAILS OF LOT E & RESERVE No. 4 AND SHEETS 5 & 6 FOR DETAILS OF LOTS 16 TO 45.

SHEET 4 OF 7 SHEETS

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN  
SIGNATURE: \_\_\_\_\_ DATE: 13/03/2008  
REF 7706/3 VERSION 3

ORIGINAL SHEET SIZE A3 1:2000  
SCALE LENGTHS ARE IN METRES  
20 0 20 40 60 80

**FREEMAN & FREEMAN**  
LAND SURVEYORS  
PO BOX 2135 MILDURA VIC 3502  
TELEPHONE: (03) 50236239

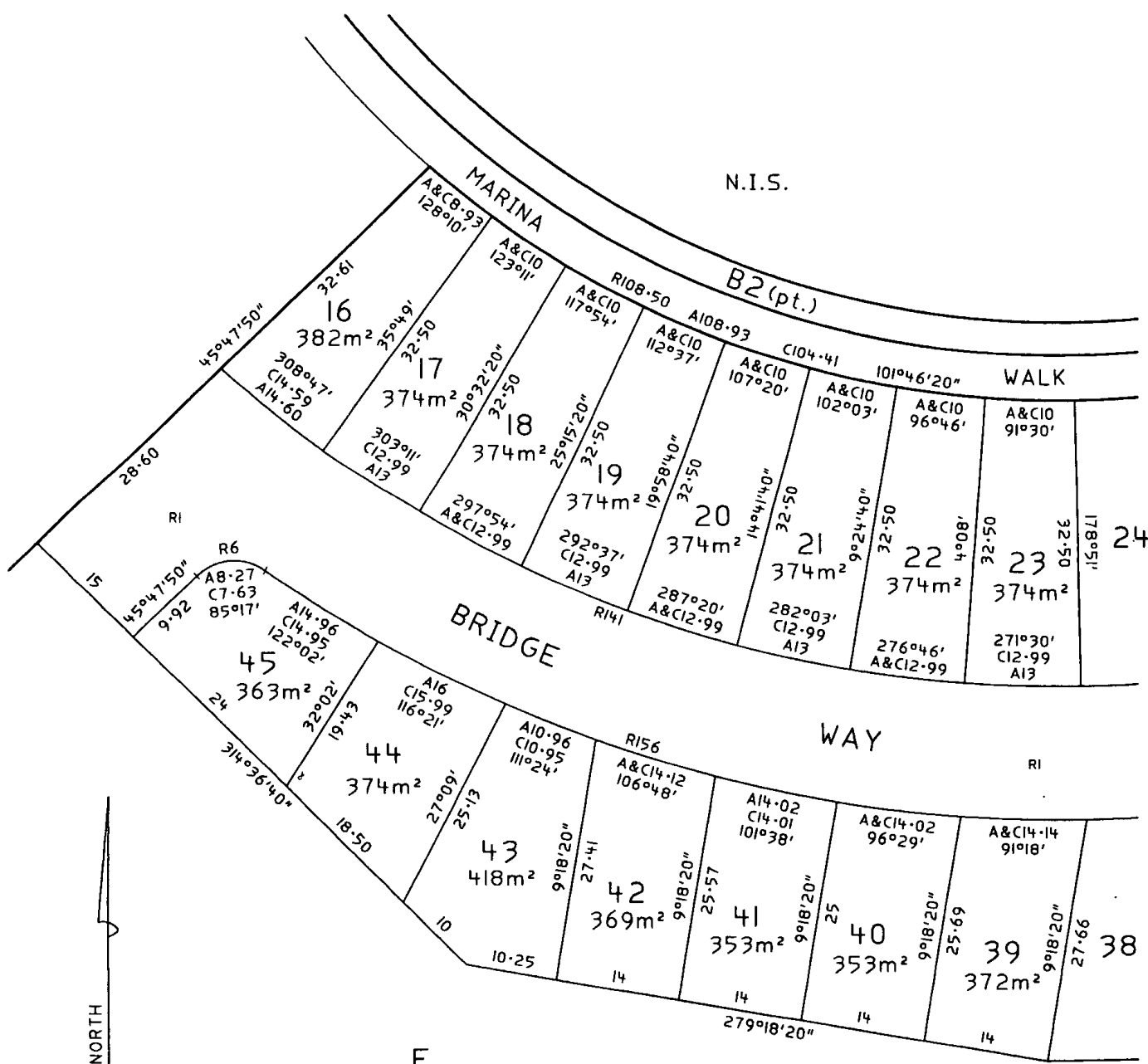
10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 613558D



SEE SHEET 2 FOR DETAILS OF LOT E & RESERVE No.4.  
 SEE SHEETS 2, 3 & 4 FOR DETAILS OF LOT B2.  
 SEE SHEET 3 FOR DETAILS OF LOT D.  
 SEE SHEET 6 FOR DETAILS OF LOTS 24 TO 38.

## FREEMAN & FREEMAN

LAND SURVEYORS  
 PO BOX 2135 MILDURA VIC 3502  
 TELEPHONE: (03) 50236239

SHEET 5 OF 7 SHEETS

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE \_\_\_\_\_ DATE 13/03/2008  
 REF 7706/3 VERSION 3

DATE / /  
 COUNCIL DELEGATE SIGNATURE

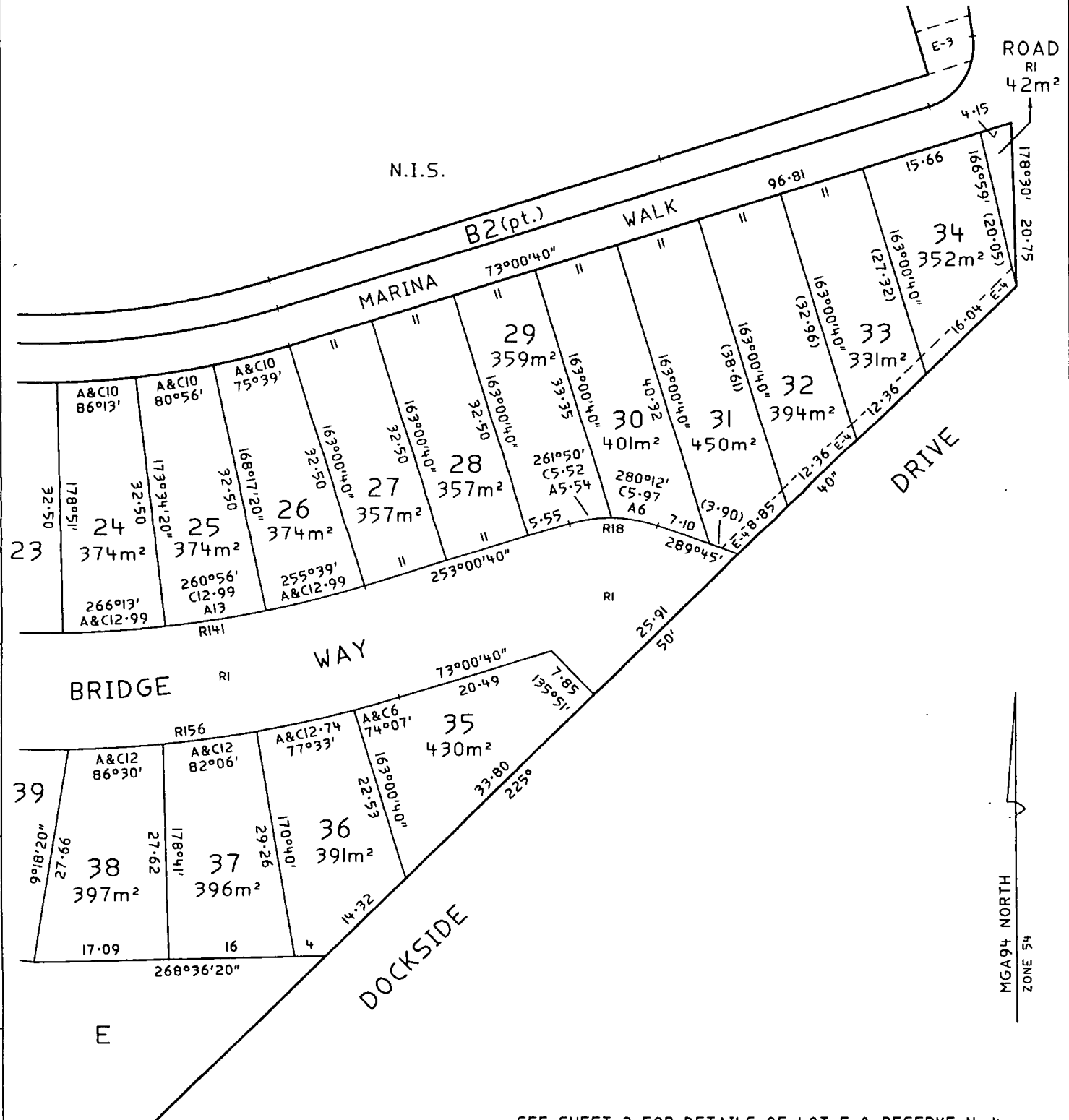
# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 613558D

N.I.S.

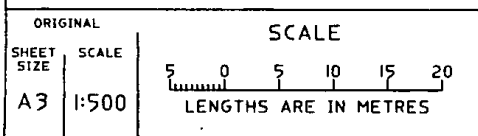


MCA94 NORTH  
ZONE 54

SEE SHEET 2 FOR DETAILS OF LOT E & RESERVE No.4.  
 SEE SHEETS 2, 3 & 4 FOR DETAILS OF LOT B2.  
 SEE SHEET 3 FOR DETAILS OF LOT D.  
 SEE SHEET 5 FOR DETAILS OF LOTS 16 TO 23 & 39 TO 45.

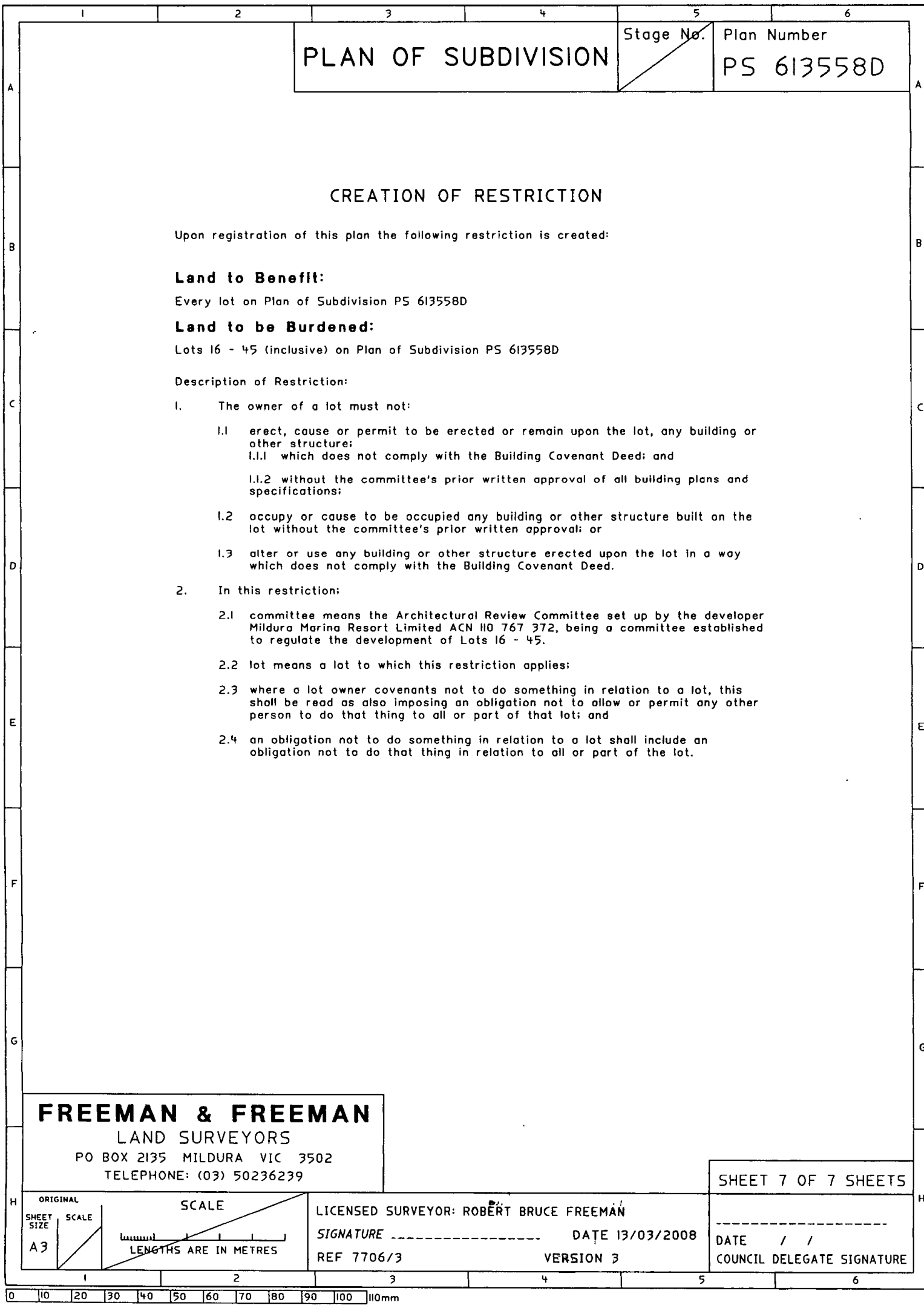
**FREEMAN & FREEMAN**  
 LAND SURVEYORS  
 PO BOX 2135, MILDURA VIC 3502  
 TELEPHONE: (03) 50236239

SHEET 6 OF 7 SHEETS



LICENSED SURVEYOR: ROBERT BRUCE FREEMAN  
 SIGNATURE \_\_\_\_\_ DATE 13/03/2008  
 REF 7706/3 VERSION 3

DATE / /  
COUNCIL DELEGATE SIGNATURE



**PLAN OF SUBDIVISION**

Stage No.

Plan Number  
PS 613558D

**CREATION OF RESTRICTION**

Upon registration of this plan the following restriction is created:

**Land to Benefit:**

Every lot on Plan of Subdivision PS 613558D

**Land to be Burdened:**

Lots 16 - 45 (inclusive) on Plan of Subdivision PS 613558D

**Description of Restriction:**

1. The owner of a lot must not:
  - 1.1 erect, cause or permit to be erected or remain upon the lot, any building or other structure;
    - 1.1.1 which does not comply with the Building Covenant Deed; and
    - 1.1.2 without the committee's prior written approval of all building plans and specifications;
  - 1.2 occupy or cause to be occupied any building or other structure built on the lot without the committee's prior written approval; or
  - 1.3 alter or use any building or other structure erected upon the lot in a way which does not comply with the Building Covenant Deed.
2. In this restriction:
  - 2.1 committee means the Architectural Review Committee set up by the developer Mildura Marina Resort Limited ACN 110 767 372, being a committee established to regulate the development of Lots 16 - 45.
  - 2.2 lot means a lot to which this restriction applies;
  - 2.3 shall be read as also imposing an obligation not to allow or permit any other person to do that thing to all or part of that lot; and
  - 2.4 an obligation not to do something in relation to a lot shall include an obligation not to do that thing in relation to all or part of the lot.

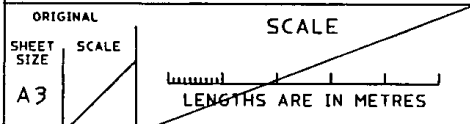
**FREEMAN & FREEMAN**

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

SHEET 7 OF 7 SHEETS



LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE \_\_\_\_\_ DATE 13/03/2008  
REF 7706/3 VERSION 3

DATE / /  
COUNCIL DELEGATE SIGNATURE





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

VOLUME 11033 FOLIO 982

Security no : 124090709230P  
Produced 23/06/2021 08:56 AM

**LAND DESCRIPTION**

Lot 115M on Plan of Subdivision 544424J.  
PARENT TITLE Volume 11018 Folio 512  
Created by instrument PS544424J 19/10/2007

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
RICHIE HOLDINGS PTY LTD of 17 FLETCHER STREET HAWTHORN EAST VIC 3123  
AQ205351S 04/09/2017

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT PS544424J 19/10/2007

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  
AF180070E 03/07/2007

**DIAGRAM LOCATION**

SEE PS544424J 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: 20 BRIDGE WAY MILDURA VIC 3500

DOCUMENT END



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

VOLUME 11033 FOLIO 983

Security no : 124090709231N  
Produced 23/06/2021 08:56 AM

**LAND DESCRIPTION**

Lot 116M on Plan of Subdivision 544424J.  
PARENT TITLE Volume 11018 Folio 512  
Created by instrument PS544424J 19/10/2007

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
RICHIE HOLDINGS PTY LTD of 17 FLETCHER STREET HAWTHORN EAST VIC 3123  
AQ205351S 04/09/2017

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT PS544424J 19/10/2007

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**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 20 BRIDGE WAY MILDURA VIC 3500

DOCUMENT END





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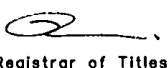
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Document Type	<b>Plan</b>
Document Identification	<b>PS544424J</b>
Number of Pages (excluding this cover sheet)	<b>10</b>
Document Assembled	<b>23/06/2021 09:01</b>

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<b>PLAN OF SUBDIVISION</b>		Stage No. / LTO use only <b>EDITION 1</b>	PLAN NUMBER <b>PS 544424J</b>
Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 1 (PART)  LTO base record: VICMAP DIGITAL PROPERTY Title References: Vol 11018 Fol 512  Last Plan Reference: PS 541300U (LOT B) Postal Address: 50-100 CURETON AVENUE, MILDURA, 3500.  MGA Co-ordinates: E 608150 (Of approx. centre of plan) N 6216550 Zone 54		Council Certification and Endorsement Council Name: MILDURA RURAL CITY COUNCIL Ref: 501133  1. This plan is certified under section 6 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 6 / /</del> 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 Subdivision Act 1988 <del>has</del> / has not been made.  <del>(II) The requirement has been satisfied.</del> <del>(III) The requirement is to be satisfied in Stage</del>  Council Delegate <del>Council seal</del>  Date <b>11 / 10 / 07</b>  <del>Re-certified under section 11(7) of the Subdivision Act 1988</del> <del>Council Delegate</del> <del>Council seal</del>  Date / /	
<b>Vesting of Roads or Reserves</b>			
Identifier	Council/Body/Person		
NIL	NIL		
<b>Notations</b>			
Depth Limitation: DOES NOT APPLY		Staging This <del>is</del> /is not a staged subdivision Planning Permit No. P06/295	
<b>CREATION OF RESTRICTION:</b> A PURPOSE OF THIS PLAN IS TO CREATE THE RESTRICTION SHOWN ON SHEET 9 OF THIS PLAN.		Survey:- This plan is / <del>is not</del> based on survey.  To be completed where applicable. This survey has been connected to permanent marks no(s).1024,1025,1036, 1037,1038,1039, In Proclaimed Survey Area no. _____ 1066,1135&1136	
<b>Easement Information</b>			
<b>Legend:</b>		LTO use only _____	
E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)		Statement of Compliance / Exemption Statement	
Easement Reference	Purpose	Width (Metres)	Origin
E-1	CARRIAGEWAY POWERLINE	12.20	PS 541300U
E-2	WATER SUPPLY	2.50	PS 541300U & SECTION 88 OF ELECTRICITY INDUSTRY ACT 2000.
E-3	RIGHT OF WAY AND THE SUPPLY OF WATER, GAS, ELECTRICITY & TELECOMMUNICATIONS.	SEE DIAG.	PS 541300U
			THIS PLAN
			LOTS ON PS 541300U & MILDURA RURAL CITY COUNCIL POWERCOR AUSTRALIA LIMITED
			LOWER MURRAY URBAN & RURAL WATER AUTHORITY MILDURA RURAL CITY COUNCIL
			LOTS ON THIS PLAN
LICENSED SURVEYOR: ROBERT BRUCE FREEMAN		Received <input checked="" type="checkbox"/>  Date <b>16/10/07</b>  LTO use only _____ PLAN REGISTERED TIME <b>12.09 pm.</b> DATE <b>18/10/2007</b>   Assistant Registrar of Titles	
REF 7706/2 VERSION 6 DATE 28/09/2007 SIGNATURE _____		Sheet 1 of 9 Sheets	
<b>FREEMAN &amp; FREEMAN</b> LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239			
		DATE <b>11 / 10 / 07</b> COUNCIL DELEGATE SIGNATURE	
		Original sheet size <b>A3</b>	

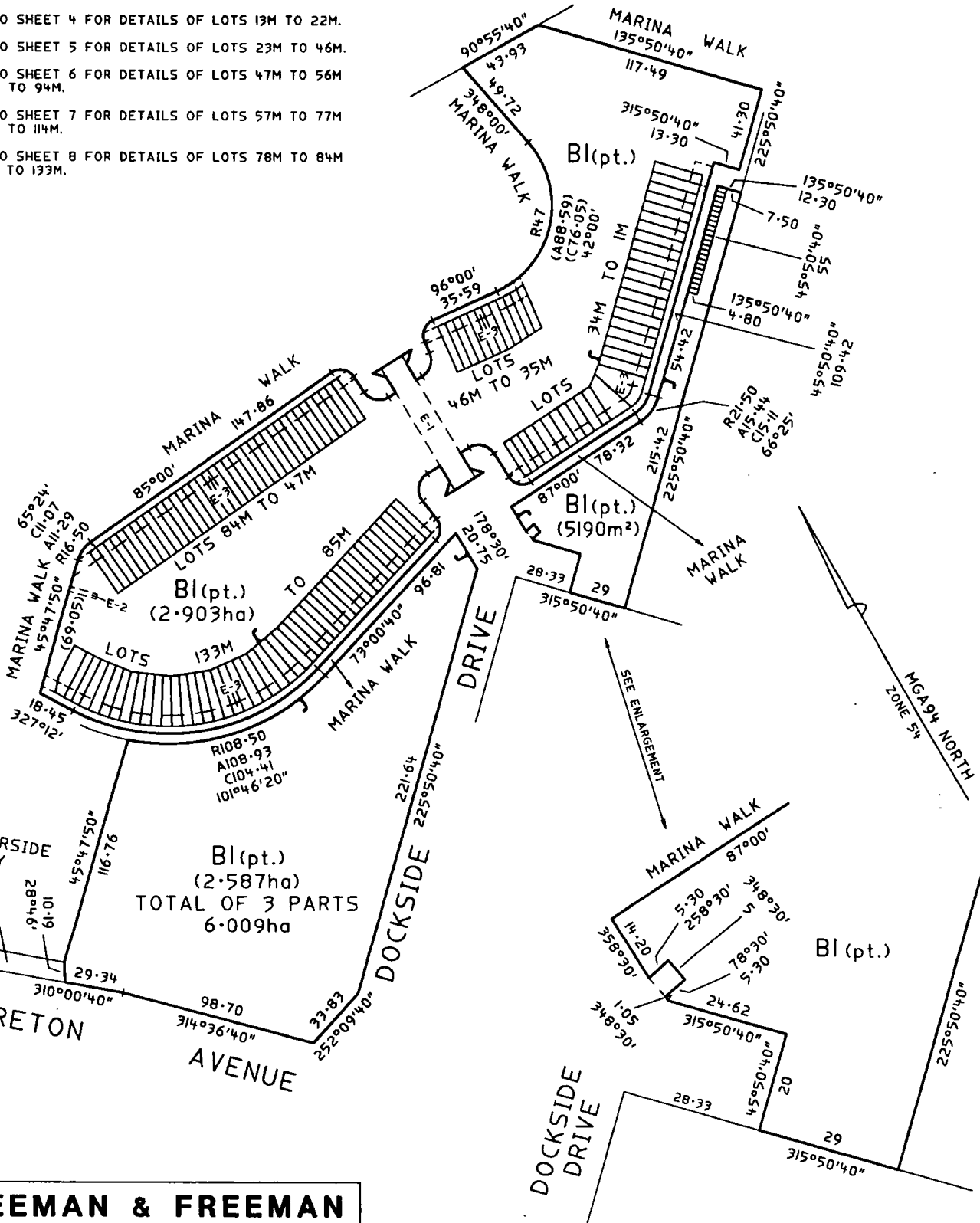
# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 544424J

REFER TO SHEET 3 FOR DETAILS OF LOTS 1M TO 12M.  
 REFER TO SHEET 4 FOR DETAILS OF LOTS 13M TO 22M.  
 REFER TO SHEET 5 FOR DETAILS OF LOTS 23M TO 46M.  
 REFER TO SHEET 6 FOR DETAILS OF LOTS 47M TO 56M AND 85M TO 94M.  
 REFER TO SHEET 7 FOR DETAILS OF LOTS 57M TO 77M AND 95M TO 114M.  
 REFER TO SHEET 8 FOR DETAILS OF LOTS 78M TO 84M AND 115M TO 133M.



**FREEMAN & FREEMAN**  
 LAND SURVEYORS  
 PO BOX 2135 MILDURA VIC 3502  
 TELEPHONE: (03) 50236239

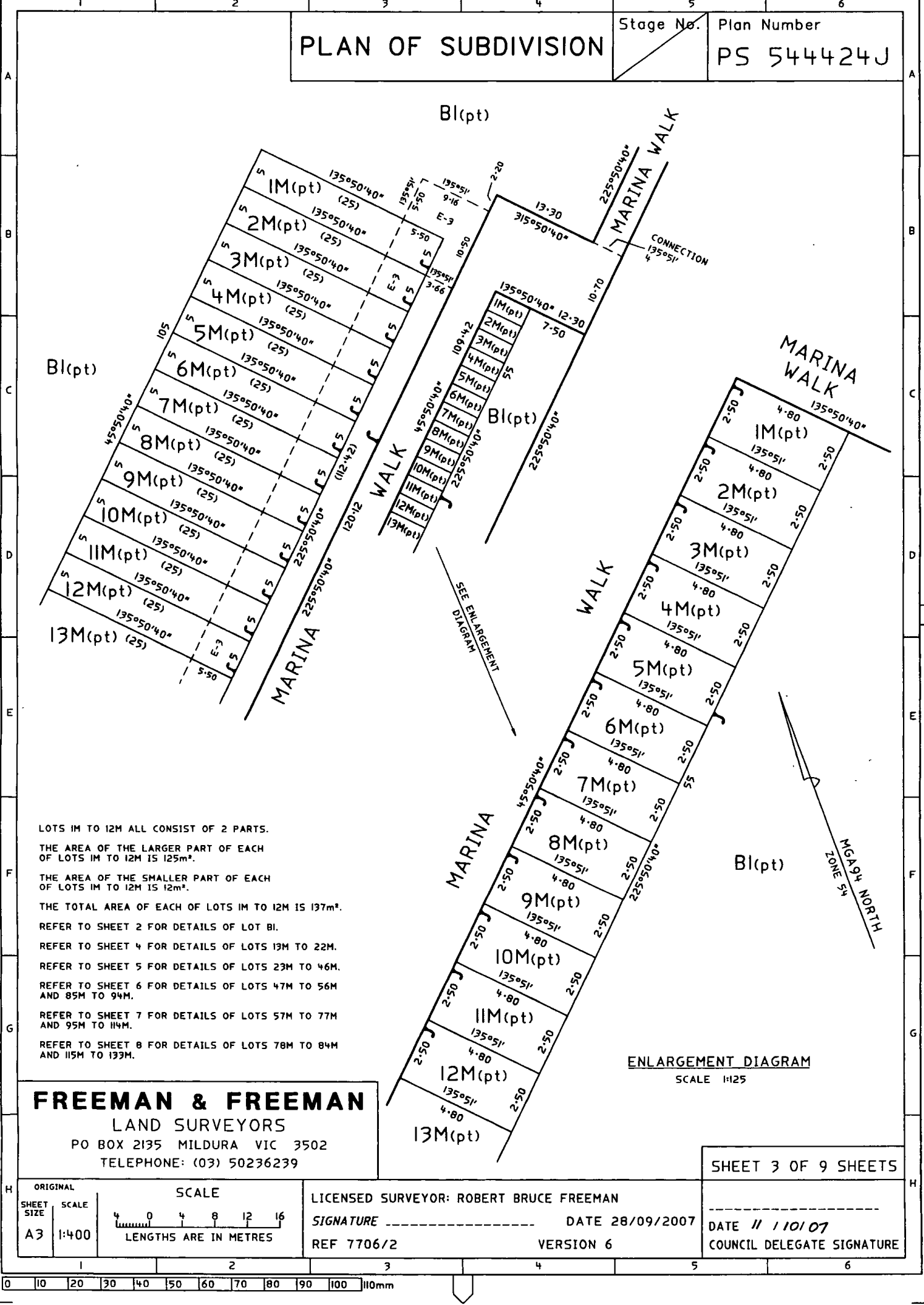
SHEET 2 OF 9 SHEETS

ORIGINAL SCALE  
 SHEET SIZE A3 SCALE 1:2000  
  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN  
 SIGNATURE \_\_\_\_\_ DATE 28/09/2007  
 REF 7706/2 VERSION 6

DATE 11/10/07  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 544424J</b>
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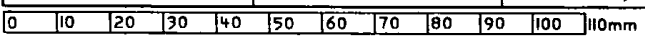
LOTS 1M TO 12M ALL CONSIST OF 2 PARTS.  
 THE AREA OF THE LARGER PART OF EACH OF LOTS 1M TO 12M IS 125m<sup>2</sup>.  
 THE AREA OF THE SMALLER PART OF EACH OF LOTS 1M TO 12M IS 12m<sup>2</sup>.  
 THE TOTAL AREA OF EACH OF LOTS 1M TO 12M IS 137m<sup>2</sup>.  
 REFER TO SHEET 2 FOR DETAILS OF LOT 1M.  
 REFER TO SHEET 4 FOR DETAILS OF LOTS 19M TO 22M.  
 REFER TO SHEET 5 FOR DETAILS OF LOTS 23M TO 46M.  
 REFER TO SHEET 6 FOR DETAILS OF LOTS 47M TO 56M AND 85M TO 94M.  
 REFER TO SHEET 7 FOR DETAILS OF LOTS 57M TO 77M AND 95M TO 114M.  
 REFER TO SHEET 8 FOR DETAILS OF LOTS 78M TO 84M AND 115M TO 139M.

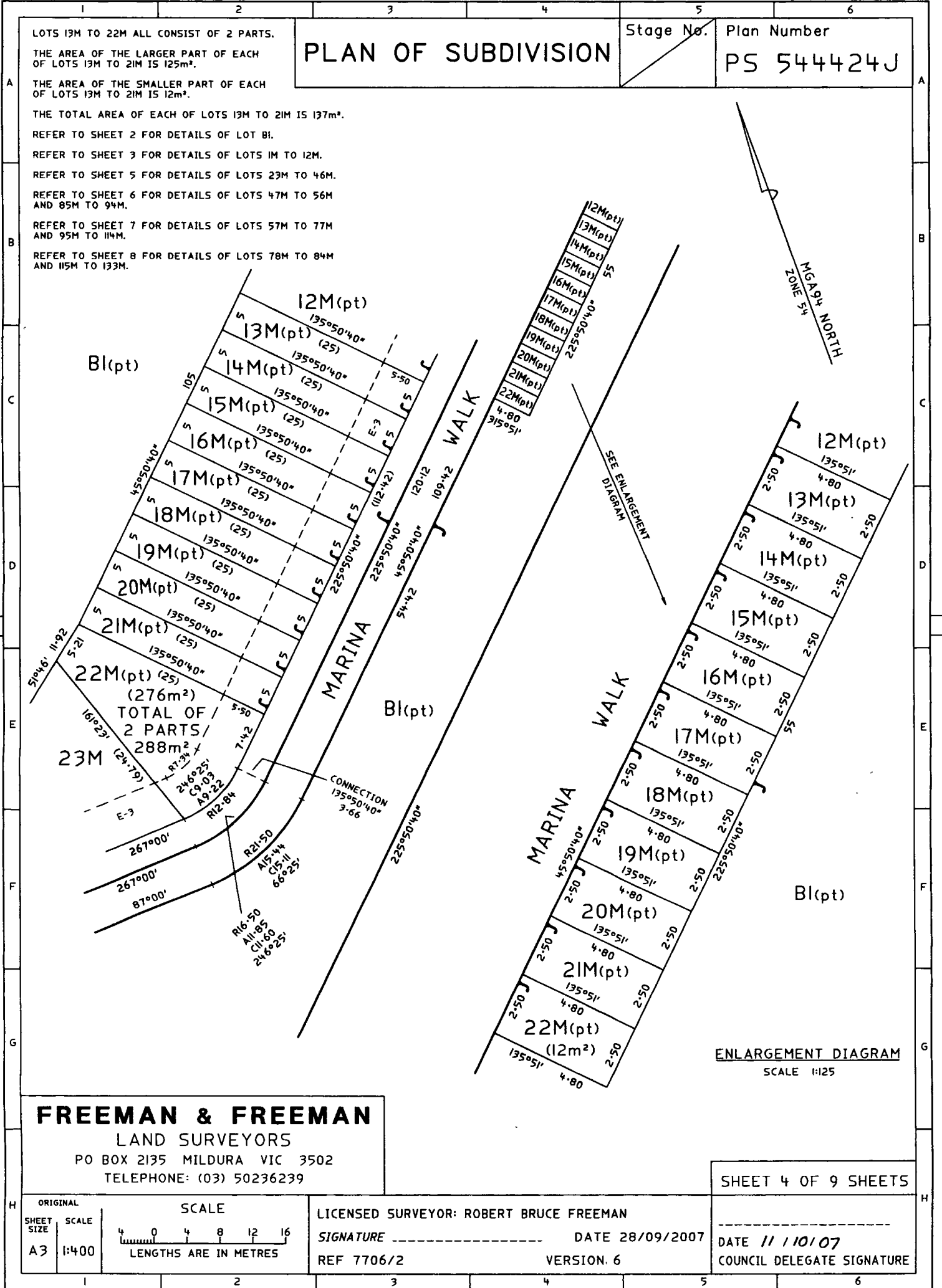
**ENLARGEMENT DIAGRAM**  
SCALE 1:125

**FREEMAN & FREEMAN**  
 LAND SURVEYORS  
 PO BOX 2135 MILDURA VIC 3502  
 TELEPHONE: (03) 50236239

SHEET 3 OF 9 SHEETS

ORIGINAL SHEET SIZE A3	SCALE 1:400 LENGTHS ARE IN METRES	LICENSED SURVEYOR: ROBERT BRUCE FREEMAN SIGNATURE _____ DATE 28/09/2007 REF 7706/2 VERSION 6	DATE 11/10/07 COUNCIL DELEGATE SIGNATURE _____
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LOTS 13M TO 22M ALL CONSIST OF 2 PARTS.  
 THE AREA OF THE LARGER PART OF EACH OF LOTS 13M TO 21M IS 125m².  
 THE AREA OF THE SMALLER PART OF EACH OF LOTS 13M TO 21M IS 12m².  
 THE TOTAL AREA OF EACH OF LOTS 13M TO 21M IS 137m².  
 REFER TO SHEET 2 FOR DETAILS OF LOT 8I.  
 REFER TO SHEET 3 FOR DETAILS OF LOTS 1M TO 12M.  
 REFER TO SHEET 5 FOR DETAILS OF LOTS 23M TO 46M.  
 REFER TO SHEET 6 FOR DETAILS OF LOTS 47M TO 56M AND 85M TO 94M.  
 REFER TO SHEET 7 FOR DETAILS OF LOTS 57M TO 77M AND 95M TO 114M.  
 REFER TO SHEET 8 FOR DETAILS OF LOTS 78M TO 84M AND 115M TO 133M.

# PLAN OF SUBDIVISION

Stage No. \_\_\_\_\_ Plan Number  
**PS 544424J**

**FREEMAN & FREEMAN**  
 LAND SURVEYORS  
 PO BOX 2135 MILDURA VIC 3502  
 TELEPHONE: (03) 50236239

**ENLARGEMENT DIAGRAM**  
 SCALE 1:125

SHEET 4 OF 9 SHEETS

ORIGINAL SCALE  
 SHEET SIZE SCALE  
 A3 1:400  
  
 LENGTHS ARE IN METRES

LICENCED SURVEYOR: ROBERT BRUCE FREEMAN  
 SIGNATURE \_\_\_\_\_ DATE 28/09/2007  
 REF 7706/2 VERSION 6

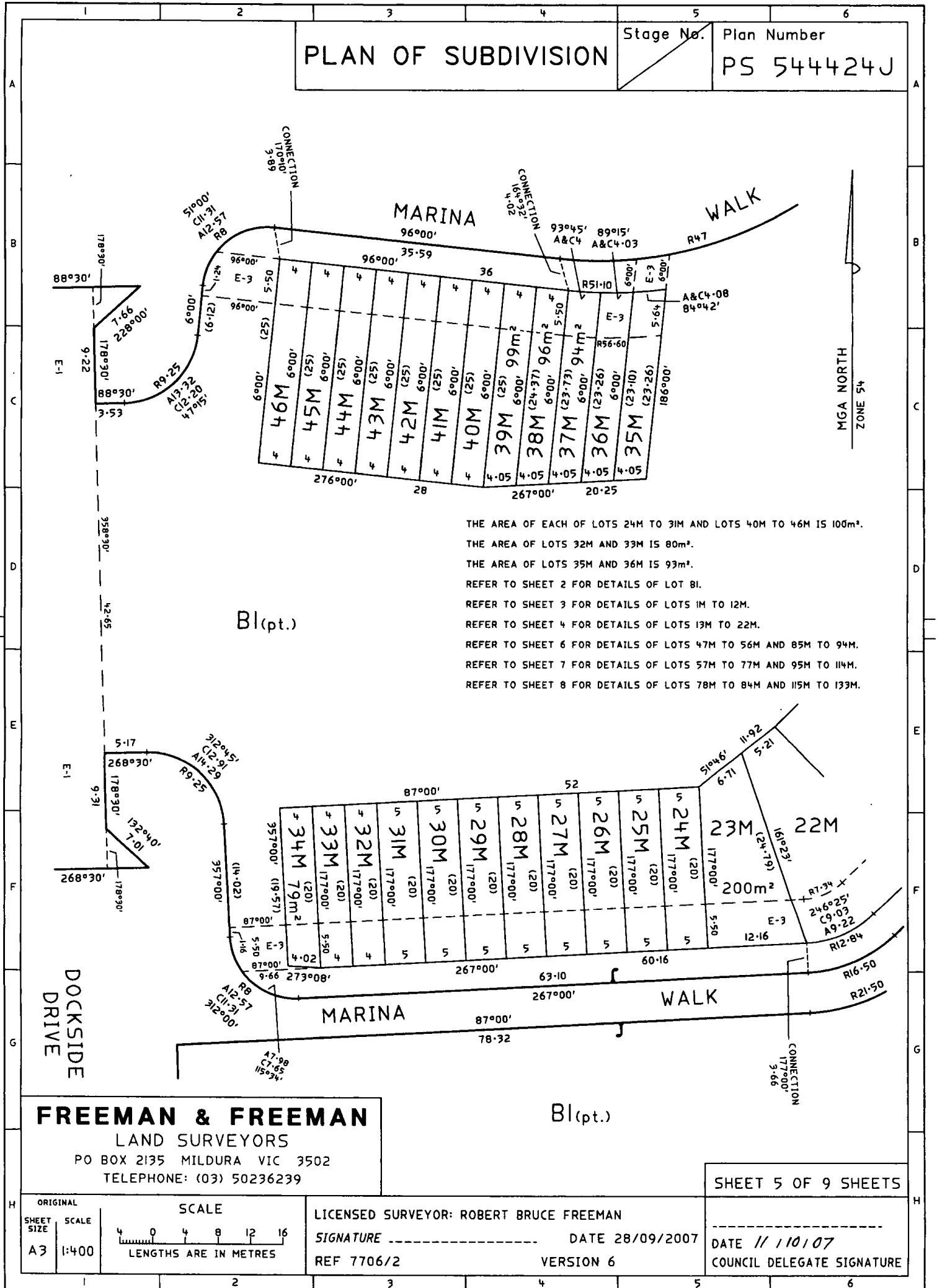
DATE 11/10/07  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 544424J



THE AREA OF EACH OF LOTS 24M TO 31M AND LOTS 40M TO 46M IS 100m<sup>2</sup>.  
 THE AREA OF LOTS 32M AND 33M IS 80m<sup>2</sup>.  
 THE AREA OF LOTS 35M AND 36M IS 93m<sup>2</sup>.  
 REFER TO SHEET 2 FOR DETAILS OF LOT B1.  
 REFER TO SHEET 3 FOR DETAILS OF LOTS 1M TO 12M.  
 REFER TO SHEET 4 FOR DETAILS OF LOTS 13M TO 22M.  
 REFER TO SHEET 6 FOR DETAILS OF LOTS 47M TO 56M AND 85M TO 94M.  
 REFER TO SHEET 7 FOR DETAILS OF LOTS 57M TO 77M AND 95M TO 114M.  
 REFER TO SHEET 8 FOR DETAILS OF LOTS 78M TO 84M AND 115M TO 133M.

B1(pt.)

B1(pt.)

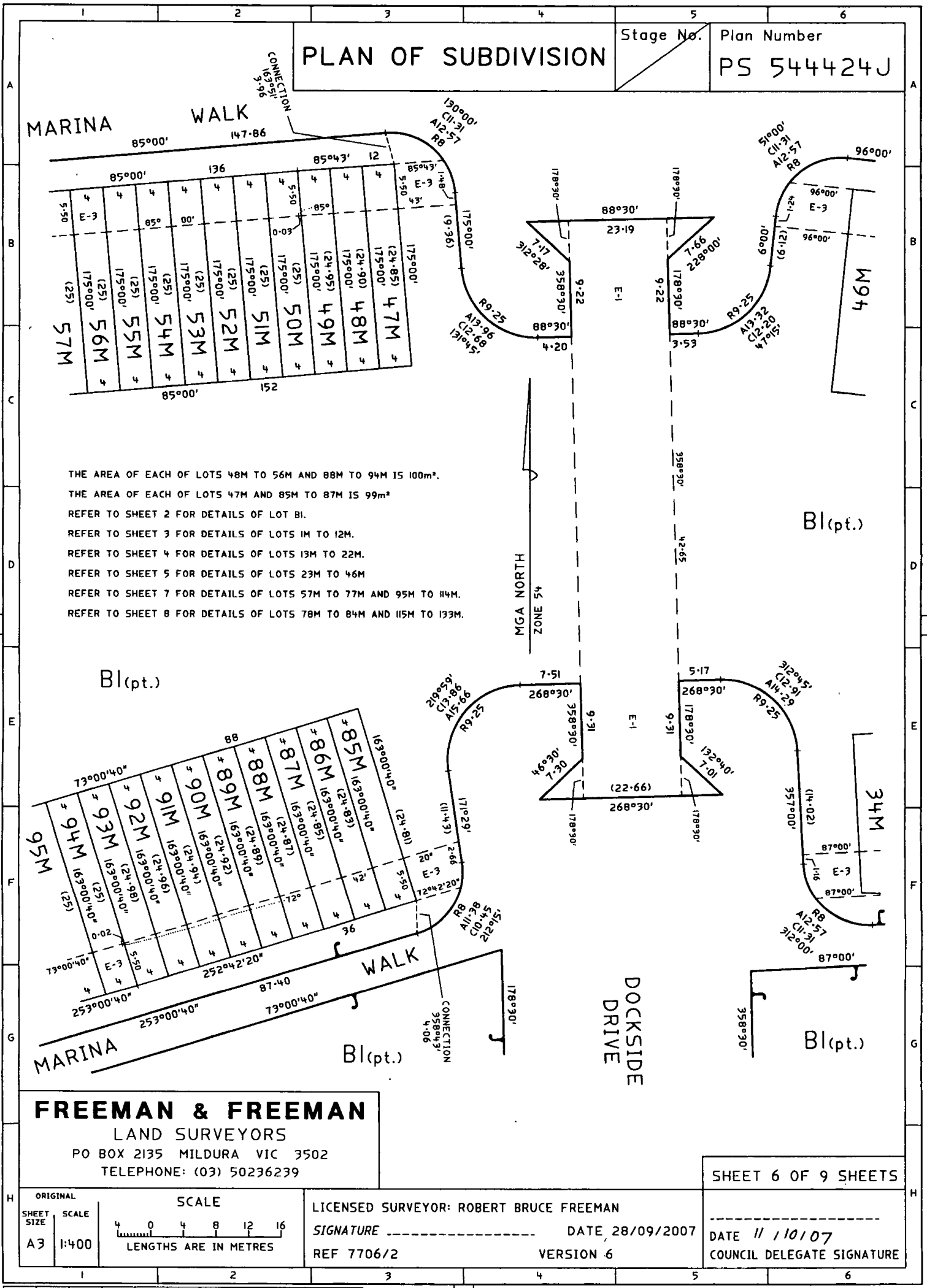
**FREEMAN & FREEMAN**  
 LAND SURVEYORS  
 PO BOX 2135 MILDURA VIC 3502  
 TELEPHONE: (03) 50236239

SHEET 5 OF 9 SHEETS

ORIGINAL SCALE  
 SHEET SIZE A3 SCALE 1:400  
 SCALE  
 4 0 4 8 12 16  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN  
 SIGNATURE \_\_\_\_\_ DATE 28/09/2007  
 REF 7706/2 VERSION 6

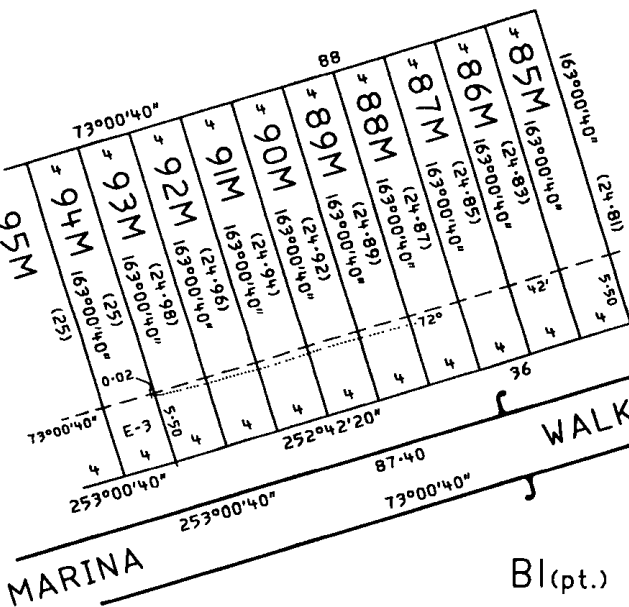
DATE // 11/10/07  
COUNCIL DELEGATE SIGNATURE



**PLAN OF SUBDIVISION**

Stage No.	Plan Number
	PS 544424J

THE AREA OF EACH OF LOTS 48M TO 56M AND 88M TO 94M IS 100m<sup>2</sup>.  
 THE AREA OF EACH OF LOTS 47M AND 85M TO 87M IS 99m<sup>2</sup>  
 REFER TO SHEET 2 FOR DETAILS OF LOT B1.  
 REFER TO SHEET 3 FOR DETAILS OF LOTS 11M TO 12M.  
 REFER TO SHEET 4 FOR DETAILS OF LOTS 13M TO 22M.  
 REFER TO SHEET 5 FOR DETAILS OF LOTS 23M TO 46M.  
 REFER TO SHEET 7 FOR DETAILS OF LOTS 57M TO 77M AND 95M TO 114M.  
 REFER TO SHEET 8 FOR DETAILS OF LOTS 78M TO 84M AND 115M TO 133M.

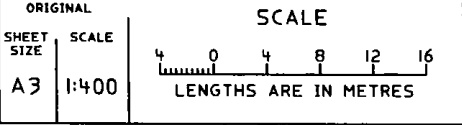


**FREEMAN & FREEMAN**  
 LAND SURVEYORS  
 PO BOX 2135 MILDURA VIC 3502  
 TELEPHONE: (03) 50236239

SHEET 6 OF 9 SHEETS

DATE 11/10/07  
 COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN  
 SIGNATURE \_\_\_\_\_ DATE 28/09/2007  
 REF 7706/2 VERSION 6



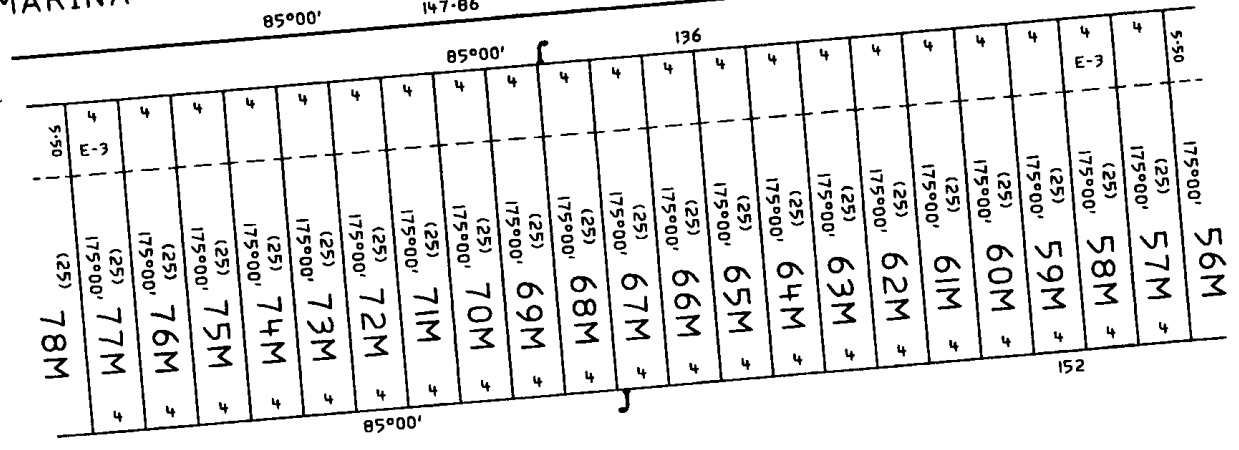
# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 544424J

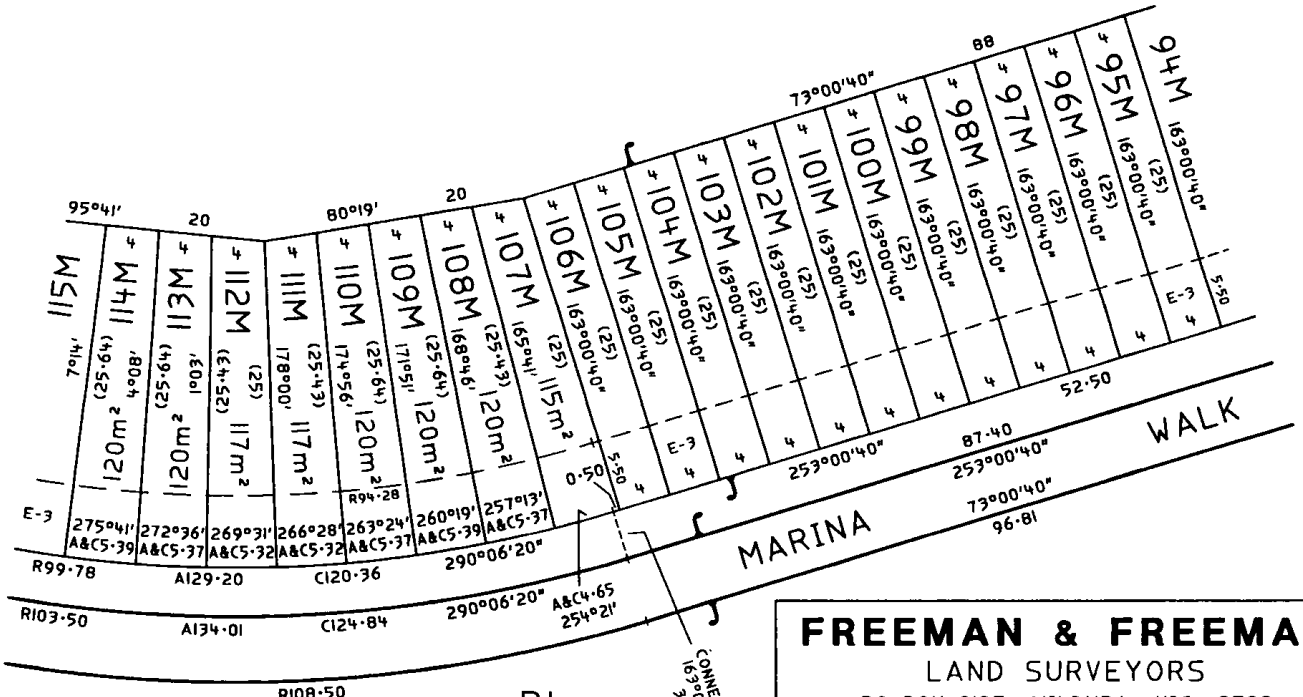
## MARINA WALK



THE AREA OF EACH OF LOTS 57M TO 77M AND LOTS 95M TO 106M IS 100m<sup>2</sup>.  
 REFER TO SHEET 2 FOR DETAILS OF LOT B1.  
 REFER TO SHEET 3 FOR DETAILS OF LOTS 11M TO 12M.  
 REFER TO SHEET 4 FOR DETAILS OF LOTS 13M TO 22M.  
 REFER TO SHEET 5 FOR DETAILS OF LOTS 23M TO 46M.  
 REFER TO SHEET 6 FOR DETAILS OF LOTS 47M TO 56M AND 85M TO 94M.  
 REFER TO SHEET 8 FOR DETAILS OF LOTS 78M TO 84M AND 115M TO 133M.

B1(pt.)

MGA NORTH  
ZONE 54



**FREEMAN & FREEMAN**  
 LAND SURVEYORS  
 PO BOX 2135 MILDURA VIC 3502  
 TELEPHONE: (09) 50236239

B1(pt.)

SHEET 7 OF 9 SHEETS

ORIGINAL SCALE

SHEET SIZE: A3 | SCALE: 1:400

LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE \_\_\_\_\_ DATE 28/09/2007

REF 7706/2 | VERSION 6

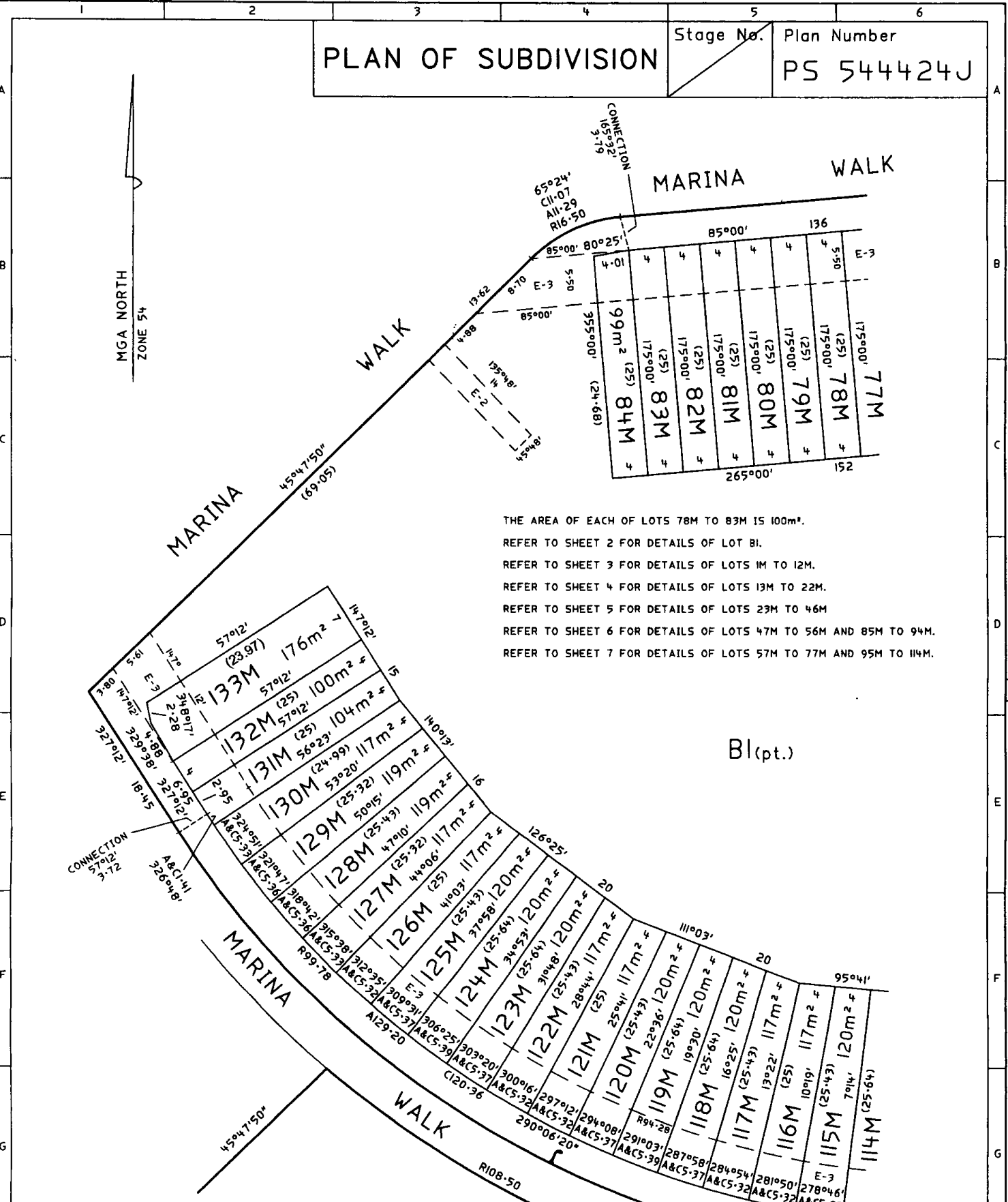
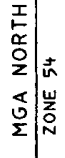
DATE 11/10/07  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_





# PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 544424J



THE AREA OF EACH OF LOTS 78M TO 83M IS 100m<sup>2</sup>.  
 REFER TO SHEET 2 FOR DETAILS OF LOT 84M.  
 REFER TO SHEET 3 FOR DETAILS OF LOTS 85M TO 12M.  
 REFER TO SHEET 4 FOR DETAILS OF LOTS 13M TO 22M.  
 REFER TO SHEET 5 FOR DETAILS OF LOTS 23M TO 46M.  
 REFER TO SHEET 6 FOR DETAILS OF LOTS 47M TO 56M AND 85M TO 94M.  
 REFER TO SHEET 7 FOR DETAILS OF LOTS 57M TO 77M AND 95M TO 114M.

Bl(pt.)

Bl(pt.)

**FREEMAN & FREEMAN**  
 LAND SURVEYORS  
 PO BOX 2135 MILDURA VIC 3502  
 TELEPHONE: (03) 50236239

SHEET 8 OF 9 SHEETS

ORIGINAL SCALE

SHEET SIZE: A3 | SCALE: 1:400

LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE \_\_\_\_\_ DATE 28/09/2007

REF 7706/2 | VERSION: 6

DATE 11/10/07

COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

1	2	3	4	5	6
<b>PLAN OF SUBDIVISION</b>				Stage No.	Plan Number
					PS 544424J

### CREATION OF RESTRICTION

Upon registration of this plan the following restriction is created:

**Land to Benefit:**

Every lot on Plan of Subdivision PS 544424J

**Land to be Burdened:**

Lots 1M - 133M (inclusive) on Plan of Subdivision PS 544424J

**Description of Restriction:**

1. The owner of a lot must not:
  - 1.1 use their lot; or
  - 1.2 operate craft on their lot or in the marina; or
  - 1.3 engage in any activity on their lot or within the marina
 in a manner which does not comply with the Mildura Marina Berth Covenant Controls Deed
  
2. In this restriction:
  - 2.1 lot means a lot to which this restriction applies;
  - 2.2 Mildura Marina Berth Covenant Controls Deed means the Mildura Marina Berth Covenant Controls Deed as in force from time to time
  - 2.3 where a lot owner covenants not to do something in relation to a lot, this shall be read as also imposing an obligation not to allow or permit any other person to do that thing to all or part of that lot; and
  - 2.4 an obligation not to do something in relation to a lot shall include an obligation not to do that thing in relation to all or part of the lot.

## FREEMAN & FREEMAN

LAND SURVEYORS  
PO BOX 2135 MILDURA VIC 3502  
TELEPHONE: (03) 50236239

SHEET 9 OF 9 SHEETS

ORIGINAL SCALE

LENGTHS ARE IN METRES

SHEET SIZE A3

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE \_\_\_\_\_ DATE 28/09/2008  
REF 7706/2 VERSION 6

DATE 11/10/07  
COUNCIL DELEGATE SIGNATURE

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# Imaged Document Cover Sheet

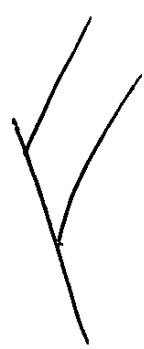
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Document Identification	<b>AF180070E</b>
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**FORM 18**



Section 181

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

**Planning and Environment Act 1987**

**Lodged by:**

**Name:** Martin Irwin & Richards Lawyers  
**Phone:** 03 50237900  
**Address:** 61 Deakin Avenue, Mildura VIC 3500  
**Ref:** Mildura Marina Resort Ltd.  
Customer Code: 1008B

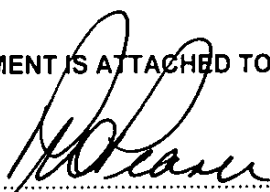
The Authority having made an agreement referred to in Section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

**LAND:** Lot 1 on Plan of Subdivision 541293N Parish of Mildura contained in Volume 10965 Folio 957

**AUTHORITY:** Mildura Rural City Council of Madden Avenue Mildura 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  
Date ..... **Mildura Rural City Council** .....  
108-116 Madden Avenue  
Mildura 3500

8 Jun 07

**AF180070E**

03/07/2007 \$97 173



**MILDURA RURAL CITY COUNCIL**

**and**

**MILDURA MARINA RESORT LTD**

**and**

**LOWER MURRAY URBAN AND RURAL  
WATER AUTHORITY**

**SECTION 173 AGREEMENT**

**50-100 Cureton Avenue Mildura**



**Martin Irwin & Richards  
Lawyers**

61 Deakin Avenue  
MILDURA VIC 3500  
DX 50022 MILDURA

Phone: 03 5023 7900  
Fax: 03 5021 2700  
Ref: KEM:AM:SN

**AF180070E**



THIS AGREEMENT is made on the *8<sup>th</sup>* day of *June* 2007.

**PARTIES**

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

**AND** MILDURA MARINA RESORT LTD  
ACN 110 767 372 of 99 Mary Street Brisbane in the State of Queensland (“the Owner”)

**AND** LOWER MURRAY URBAN & RURAL WATER AUTHORITY of 741-759 Fourteenth Street, Mildura in the State of Victoria (“the Water Authority”)

**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 Water Authority is a responsible authority within the meaning of the Planning and Environment Act.
- D. 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 195 Lot Staged subdivision. (“the Development”).
- E. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 14th February 2007 and numbered P06/295 (“the Permit”).
- F. Condition 2 of the Permit provides:

- 2. Prior to the issue of a Statement of Compliance the Owner must enter into an agreement with the Responsible Authority in accordance with

**AF180070E**

03/07/2007 \$97 173



Section 173 of the Planning and Environment Act, 1987. The agreement must be prepared by Council to provide the following:

1. The Owners for the time being of all lots within the subdivision including residential, retail and marina berth lots:
  - (i) are responsible for compliance with the Urban Design Plan and the Environmental Management Plan (Operational Phase) to the extent that it imposes any obligation on specific lots;
  - (ii) acknowledge that they have been informed and are aware that the area is environmentally sensitive and may be subject to natural river conditions that may include fluctuations in river height, flooding and reduction in water flows and assume all risks associated with the same;
2. The Owners of the Hotel, Retail Apartment and Basin lots A, C and D and lots 1M – 134M shall be responsible for compliance with the Landscape Plan to the extent that it applies to the Owners lot.
3. The Owners of the retail lot C must nominate and set aside a retail shop of a size comparable to standard retail spaces within the development and shall not permit trading to commence from any retail premises without first complying with the obligations of the owner pursuant to clause 12 of the Indigenous Land Use Agreement (“the ILUA”) dated the 10<sup>th</sup> July 2003 which condition shall be satisfied by the provision of suitable retail premises within the retail area of the resort to be available for lease upon the terms prescribed in the ILUA and for occupation and commencement contemporaneously with the commencement of trading from the first retail outlets (whether such occupation occurs at that time or not).
4. The Owners of the marina and basin berths (being lot BI and lots 1M – 134M):



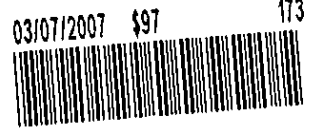
**AF180070E**



- 
- (i) shall be responsible for compliance at the Owner's cost with the Environmental Management Plan (Operational Phase) and any subsequent revisions;
  - (ii) shall be responsible for any costs incurred in maintaining water quality and circulation of water within the Marina Basin and any costs associated with any impact of River water quality.
  - (iii) The obligations of the Marina and Berth Lots' Owners pursuant to the terms of this Agreement including any liability for costs damages or works shall be apportioned equally between the Owners of the relevant lots on a per lot basis with liability limited to the liability attributed to the individual lot in accordance with the provisions of this agreement provided however that where a lot is owned by more than one owner the obligations of the Owners of that lot shall be jointly and severally attributable to that lot.
5. In the event of the Owners or any of them defaulting or failing to perform any of the obligations under the Agreement, the Council shall have the right without prejudice to any other remedies to rectify any default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owners and any such costs together with any amount payable to Council pursuant to the Agreement shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.
6. This Agreement shall be registered on the title to the whole of the land and all costs associated with its preparation and registration must be paid by the Owner.

This agreement is to be registered on the Title to all lots created in the plan of subdivision and any cost associated with its preparation must be borne by the Owner.

**AF180070E**



**G. Condition 41 of the permit provides:**

The owner shall enter into an agreement with the responsible authority in accordance with Section 173 of the Planning and Environment Act 1987.

This agreement must provide the following:

- a. Lots 1M to 134M inclusive will not be provided with individual connections for water supply or sewerage direct from Lower Murray Urban and Rural Water Authority mains.
- b. The owners of Lots 1M to 134M inclusive will be provided with potable water, if required to those lots, by the owner of Lot B, being the Marina Owner/Operator in accordance with the conditions imposed by Lower Murray Urban and Rural Water Authority as may be varied from time to time to reflect compliance with current regulations and/or policy.
- c. The owners of Lots 1M to 134M inclusive will not be provided with a sewer connection but will have access to a sewerage pump out station remote from the lots for the purpose of disposal of wastewater from holding tanks on vessels moored at lots as provided by the Owner of Lot B being the Marina Owner/Operator.
- d. Lower Murray Urban and Rural Water Authority or successors will not be obliged to provide connections of water or sewerage to Lots 1M to 134M inclusive other than in accordance with paragraph (b) of this clause.

**THE PARTIES AGREE:**

**1. DEFINITIONS**

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

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

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

“Land” means the property situate at and described as:

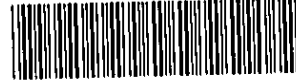
**Lot 1 on Plan of Subdivision 541293N Parish of Mildura contained in Volume 10965 Folio 957**

“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

**AF180070E**

03/07/2007 \$97 173



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 P06/295 issued by the Council on the 14th February 2007.

“**Water Authority**” means Lower Murray Urban and Rural Water Authority.

## **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 Owner and the Water Authority 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.

**AF180070E**

03/07/2007 \$97 173



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**4. COMMENCEMENT**

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

**5. OWNER'S COVENANTS**

**5.1 Successors in title**

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

**5.2 Registration**

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

**5.3 Performance of Covenants**

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

**5.4 Comply with Permit**

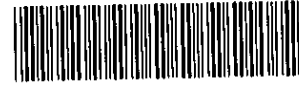
The Owner will comply with and carry out the conditions of the Permit.

**5.5 Costs**

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

**AF180070E**

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- 
- 5.6.1 The Owners for the time being of all lots within the subdivision including residential, retail and marina berth lots:
- (i) are responsible for compliance with the Urban Design Plan and the Environmental Management Plan (Operational Phase) to the extent that it imposes any obligation on specific lots;
  - (ii) acknowledge that they have been informed and are aware that the area is environmentally sensitive and may be subject to natural river conditions that may include fluctuations in river height, flooding and reduction in water flows and assume all risks associated with the same;
- 5.6.2 The Owners of the Hotel, Retail Apartment and Basin lots A, C and D and lots 1M – 134M shall be responsible for compliance with the Landscape Plan to the extent that it applies to the Owners lot.
- 5.6.3 The Owners of the retail lot C must nominate and set aside a retail shop of a size comparable to standard retail spaces within the development and shall not permit trading to commence from any retail premises without first complying with the obligations of the owner pursuant to clause 12 of the Indigenous Land Use Agreement (“the ILUA”) dated the 10<sup>th</sup> July 2003 which condition shall be satisfied by the provision of suitable retail premises within the retail area of the resort to be available for lease upon the terms prescribed in the ILUA and for occupation and commencement contemporaneously with the commencement of trading from the first retail outlets (whether such occupation occurs at that time or not).
- 5.6.4 The Owners of the marina and basin berths (being lot BI and lots 1M – 134M):
- (i) shall be responsible for compliance at the Owner’s cost with the Environmental Management Plan (Operational Phase) and any subsequent revisions;
  - (ii) shall be responsible for any costs incurred in maintaining water quality and circulation of water within the Marina Basin and any costs associated with any impact of River water quality;
  - (iii) the obligations of the Marina and Berth Lots’ Owners pursuant to the terms of this Agreement including any liability for costs damages or works

**AF180070E**

03/07/2007 \$97 173



shall be apportioned equally between the Owners of the relevant lots on a per lot basis (it being acknowledged that some obligations apply to specific lots and not to all lots) and liability shall be within specific groups of lots shall be pro rata on the basis of the number of lots thus limiting the liability attributed to the individual lots provided however that where a lot is owned by more than one owner the obligations of the Owners of that lot shall be jointly and severally attributable to that lot.

## **6. WATER AUTHORITY**

The owner shall enter into an agreement with the responsible authority in accordance with Section 173 of the Planning and Environment Act 1987.

This agreement must provide the following:

- a. Lots 1M to 134M inclusive will not be provided with individual connections for water supply or sewerage direct from Lower Murray Urban and Rural Water Authority mains.'
- b. The owners of Lots 1M to 134M inclusive will be provided with potable water, if required to those lots, by the owner of Lot B, being the Marina Owner/Operator in accordance with the conditions imposed by Lower Murray Urban and Rural Water Authority as may be varied from time to time to reflect compliance with current regulations and/or policy.
- c. The owners of Lots 1M to 134M inclusive will not be provided with a sewer connection but will have access to a sewerage pump out station remote from the lots for the purpose of disposal of wastewater from holding tanks on vessels moored at lots as provided by the Owner of Lot B being the Marina Owner/Operator.
- d. Lower Murray Urban and Rural Water Authority or successors will not be obliged to provide connections of water or sewerage to Lots 1M to 134M inclusive other than in accordance with paragraph (b) of this clause.

## **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.

**AF180070E**



**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.

**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 Registration**

This Agreement shall be registered on the title to the whole of the land but where the obligations are expressed to apply to the owners of the specified lots those obligations shall be binding on the owners of those specified lots only.

**8.4 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.

**AF180070E**

03/07/2007 \$97 173

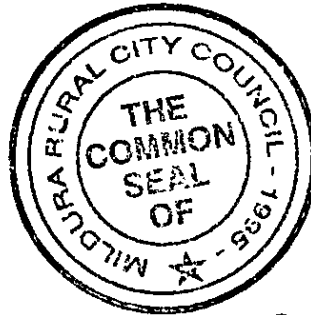


**9. DEFAULT OF OWNER**

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

**EXECUTED** as a deed.

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



*[Signature]*  
.....  
Councillor **VERONIC KNIGHT**

*[Signature]*  
.....  
Councillor **EDDIE WAREHURST**

*[Signature]*  
.....  
Chief Executive Officer

**SIGNED** for and on behalf of )  
**Mildura Marina Resort Limited ACN 110 767 372** )  
by authority of the directors in the presence of: )

*[Signature]*  
\_\_\_\_\_  
Director

*[Signature]*  
\_\_\_\_\_  
Director/Secretary

**JOHN MICHAEL KELLY**  
\_\_\_\_\_  
Full name of director

**PETER WAREHURST**  
\_\_\_\_\_  
Full name of director/secretary

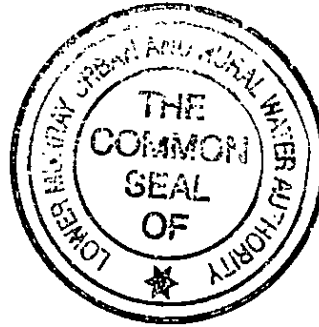



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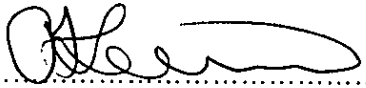


THE COMMON SEAL of LOWER )  
MURRAY URBAN & RURAL )  
WATER AUTHORITY was hereunto )  
affixed by authority of the Board in )  
the presence of: )



  
.....  
Chairman Director Alison McTaggart

  
.....  
Director Damien Hentze

  
.....  
Chief Executive Officer  
Ronald Leamon.

**PARTNERS**

Shane Ryan LL.B.

Peter Maloney LL.B. (Hons.)

Leigh C. Anderson BCom LL.B.

John Roccisano BA LL.B.

**AF180070E**

03/07/2007 \$97 173



Your Ref:

Our Ref:

Direct Dial : PM: ST:70357

50216242

3 July 2007

Registrar of Titles  
Land Titles Office

Dear Sir,

**RE: CERTIFICATE OF TITLE VOLUME 10965 FOLIO 957**

We are the lodging party for PS541300U.

We hereby consent to the registration of the s173 Agreement (Dealing No. AF180070E) preceding the registration of Plan of Subdivision No. PS541300U.

Yours faithfully  
**RYAN MALONEY ANDERSON**

Contact: Sangeeta Thaker  
Direct Dial: 03 5021 6242  
Email: sthaker@rmalaw.com.au  
Partner: Peter Maloney

**MILDURA OFFICE**

70 Deakin Avenue

PO Box 5041

Mildura VIC 3502

DX 50011

Telephone: 03 5023 0571

Facsimile: 03 5021 6299

Email Address:

mailus@rmalaw.com.au

Website:

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

# Martin Irwin & Richards

## Lawyers

ABN 33 447 754 009

61 Deakin Avenue Mildura Victoria 3500  
P.O. Box 4101 Mildura Victoria 3502  
Ausdoc DX 50022 Mildura

E-mail: [enquiries@mirlawyers.com.au](mailto:enquiries@mirlawyers.com.au)

(03) 5023 7900 / (03) 5021 1100 Ph  
(03) 5021 2700 / (03) 5023 7560 Fx  
[www.mirlawyers.com.au](http://www.mirlawyers.com.au)

Our Ref KEM.AM.  
Your Ref:

**AF180070E**



,Registrar iof Titles,  
Land Titles Office  
Melbourne

Dear Sir,

**RE: Dealing Number AF 180070E**  
**Mildura Rural City Council & Mildura Marina Resort Ltd**  
**Section 181 & Section 173 agreement.**

**We hereby request and consent to the abovementioned dealing be lodged to precede the Plan of Subdivision No.541300U to which it relates.**

Yours faithfully,  
**MARTIN IRWIN & RICHARDS**

per:

Enc.



**Partners**  
Kay E. Martin  
Hugh S. Middleton  
Acc Spec (Crim)

**Lawyers**  
Keith E. Richards  
John S. Irwin

**Despina Myriallakis**  
Inga Dalla Santa  
Murray Bruce

**Paralegals**  
Bryan Byrnes  
Anne McDermott  
Alexander Lew

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

755615

## APPLICANT'S NAME & ADDRESS

AT CALL CONVEYANCING SERVICES C/- TRISEARCH  
(WEBSITE) C/- LANDATA

MELBOURNE

## VENDOR

RICHIE HOLDINGS PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

618018

This certificate is issued for:

LOT 21 PLAN PS613558 ALSO KNOWN AS 20 BRIDGE WAY MILDURA  
MILDURA RURAL CITY

The land is covered by the:

MILDURA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a SPECIAL USE ZONE - SCHEDULE 3
- is within a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/mildura>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:  
(<http://vhd.heritage.vic.gov.au/>)

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

LANDATA@  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

23 June 2021

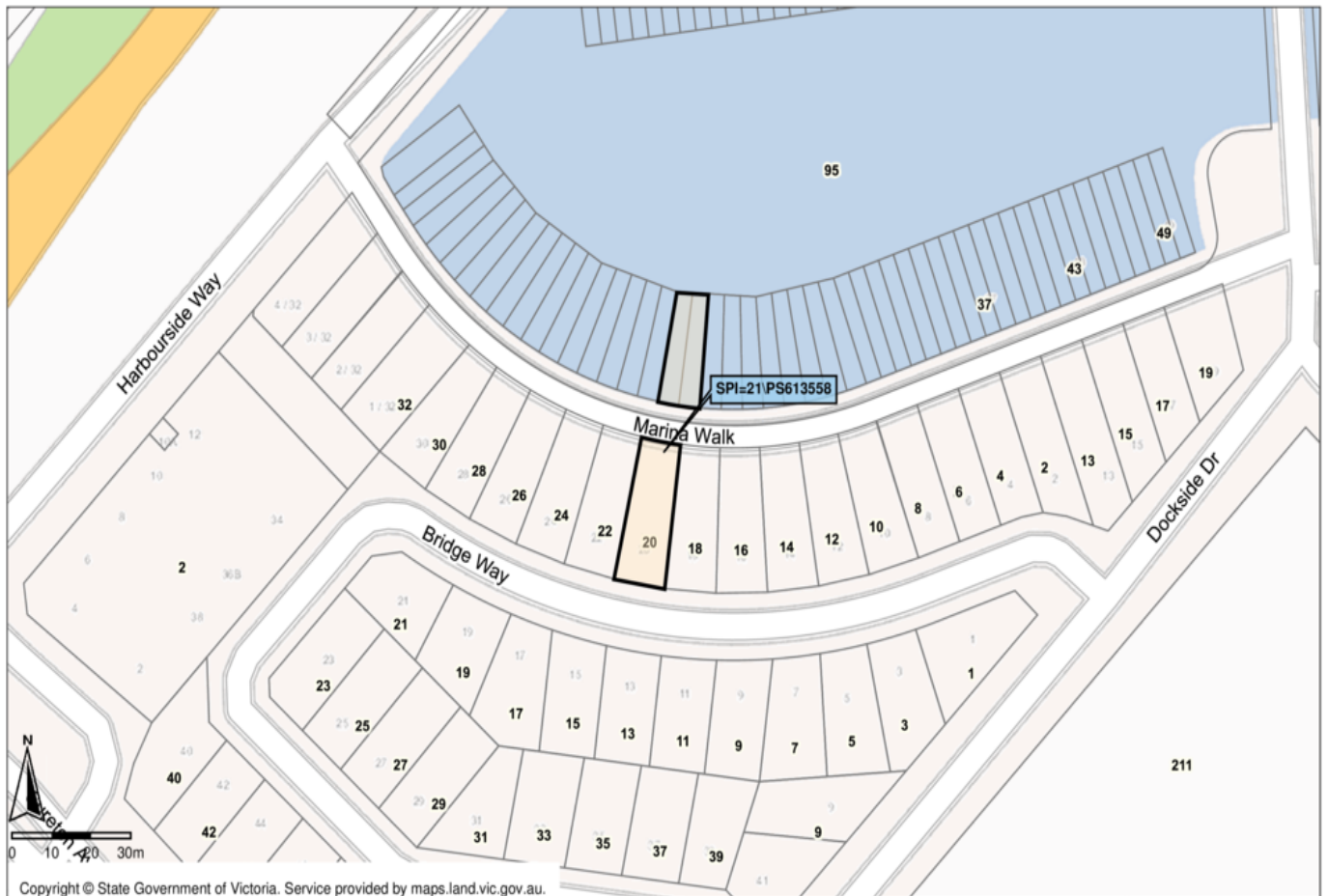
**Hon. Richard Wynne MP**  
**Minister for Planning**

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email [landata.enquiries@delwp.vic.gov.au](mailto:landata.enquiries@delwp.vic.gov.au).

**Please note: The map is for reference purposes only and does not form part of the certificate.**



### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 23 June 2021 08:52 AM

## PROPERTY DETAILS

Address: **20 BRIDGE WAY MILDURA 3500**

Lot and Plan Number: **More than one parcel - see link below**

Standard Parcel Identifier (SPI): **More than one parcel - see link below**

Local Government Area (Council): **MILDURA**

Council Property Number: **403352**

Planning Scheme: **Mildura**

Directory Reference: **Vicroads 535 S5**

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

[Planning Scheme - Mildura](#)

This property has 3 parcels. For full parcel details get the free Property report at [Property Reports](#)

## UTILITIES

Rural Water Corporation: **Lower Murray Water**

Urban Water Corporation: **Lower Murray Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **MILDURA**

## OTHER

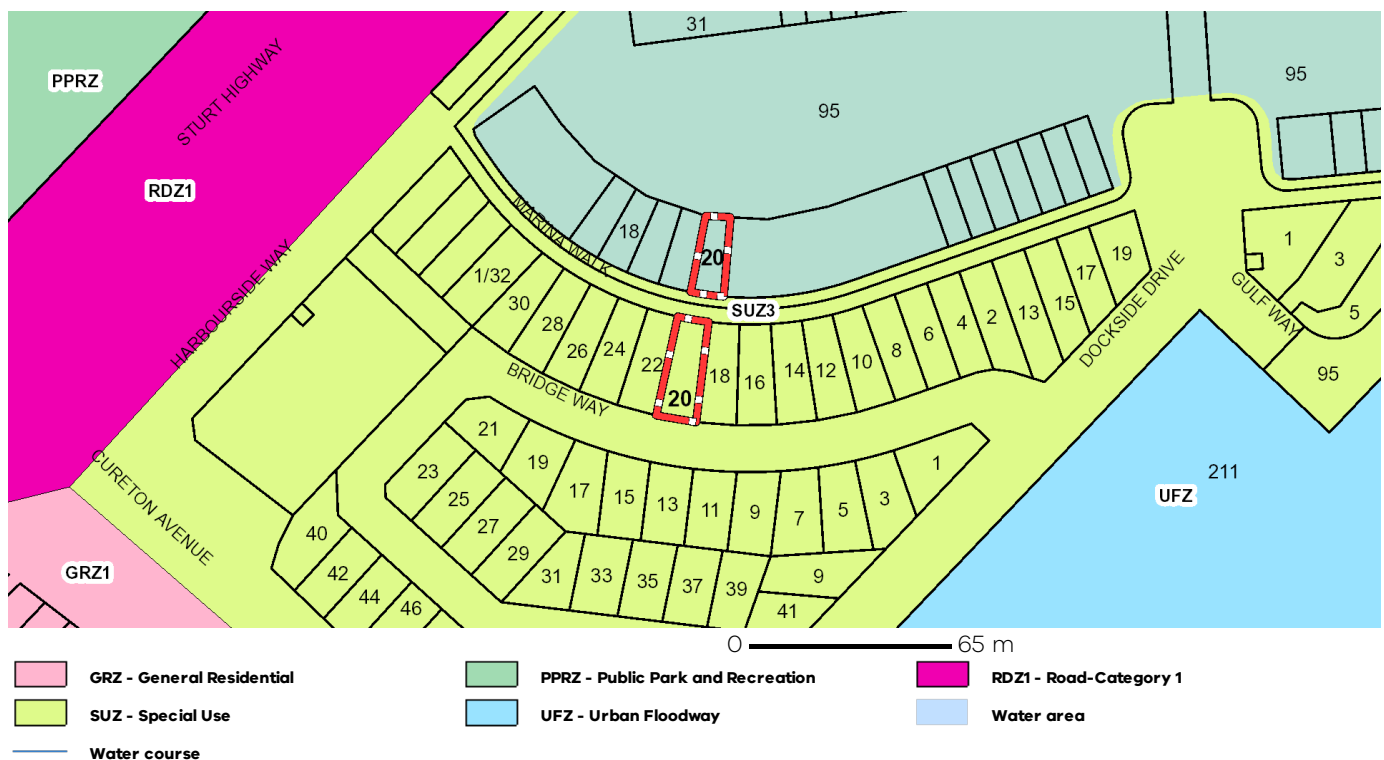
Registered Aboriginal Party: **First People of the Millewa-Mallee**

[View location in VicPlan](#)

## Planning Zones

[SPECIAL USE ZONE \(SUZ\)](#)

[SPECIAL USE ZONE - SCHEDULE 3 \(SUZ3\)](#)



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

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

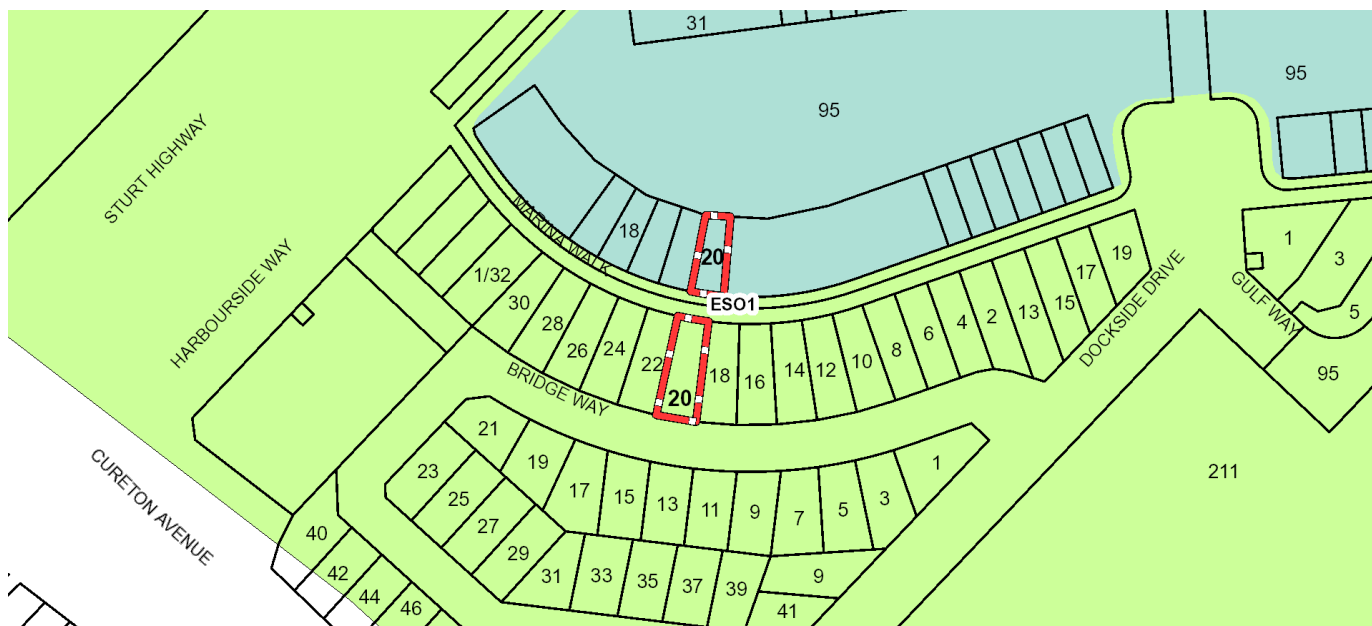
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

# PLANNING PROPERTY REPORT

## Planning Overlays

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 \(ESO1\)](#)



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

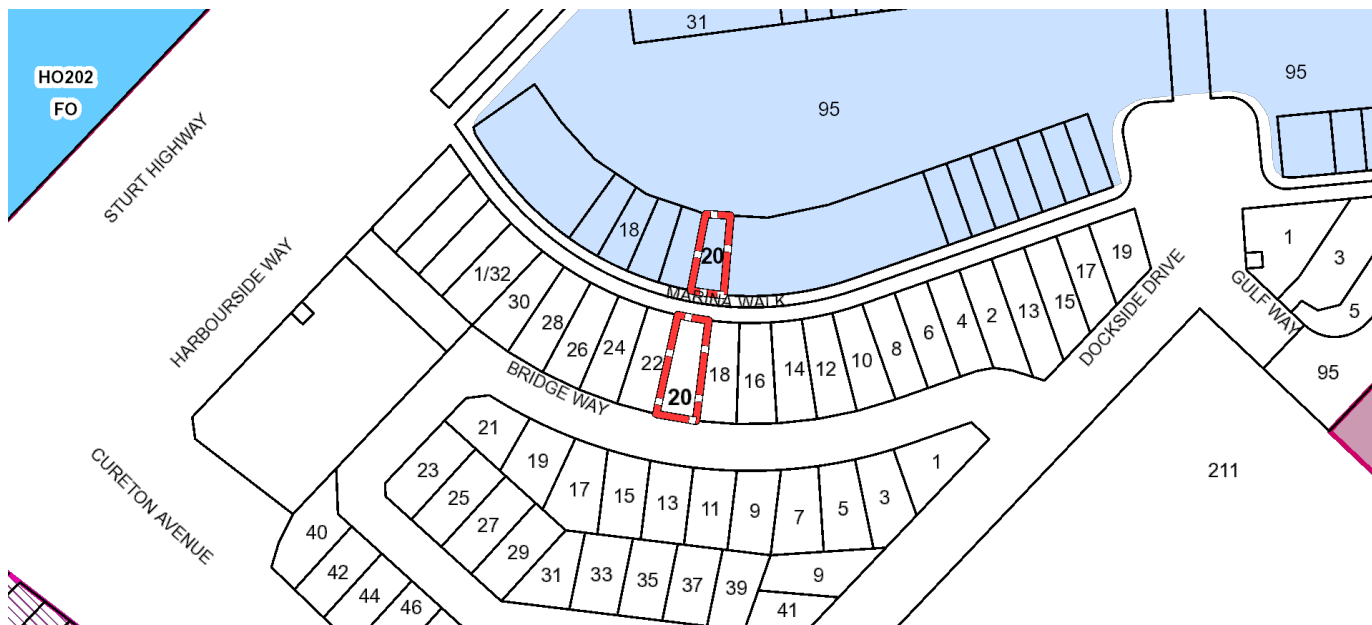
### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[FLOODWAY OVERLAY \(FO\)](#)

[HERITAGE OVERLAY \(HO\)](#)



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

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# PLANNING PROPERTY REPORT

## Further Planning Information

Planning scheme data last updated on 17 June 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>

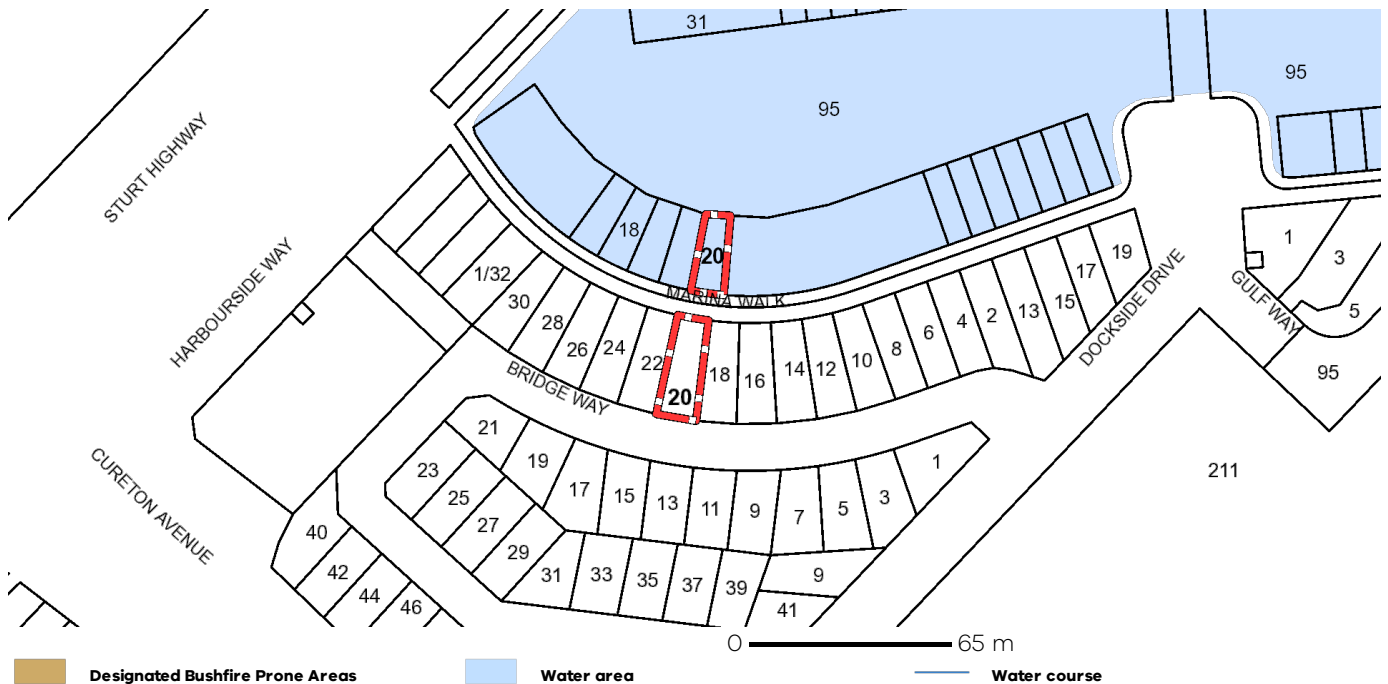
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>



# PLANNING PROPERTY REPORT

## 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>

## Native Vegetation

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

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

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

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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# PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 23 June 2021 09:22 AM

## PROPERTY DETAILS

Address: **20 BRIDGE WAY MILDURA 3500**

Lot and Plan Number: **This property has 3 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

Local Government Area (Council): **MILDURA** [www.mildura.vic.gov.au](http://www.mildura.vic.gov.au)

Council Property Number: **403352**

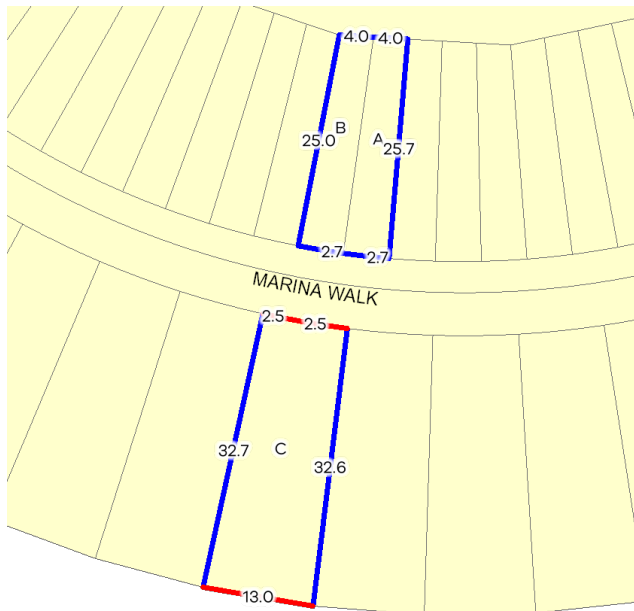
Directory Reference: **Vicroads 535 S5**

**This property 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:** 611 sq. m

**Perimeter:** 158 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.

4 overlapping dimension labels are not being displayed

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](#)

## PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

Lot/Plan or Crown Description	SPI
A Lot 115M PS544424	115M\PS544424
B Lot 116M PS544424	116M\PS544424
C Lot 21 PS613558	21\PS613558

## 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**

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# PROPERTY REPORT

## PLANNING INFORMATION

**Planning Zone:** [SPECIAL USE ZONE \(SUZ\)](#)

[SPECIAL USE ZONE - SCHEDULE 3 \(SUZ3\)](#)

**Planning Overlay:** [ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 \(ESO1\)](#)

Planning scheme data last updated on 17 June 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>

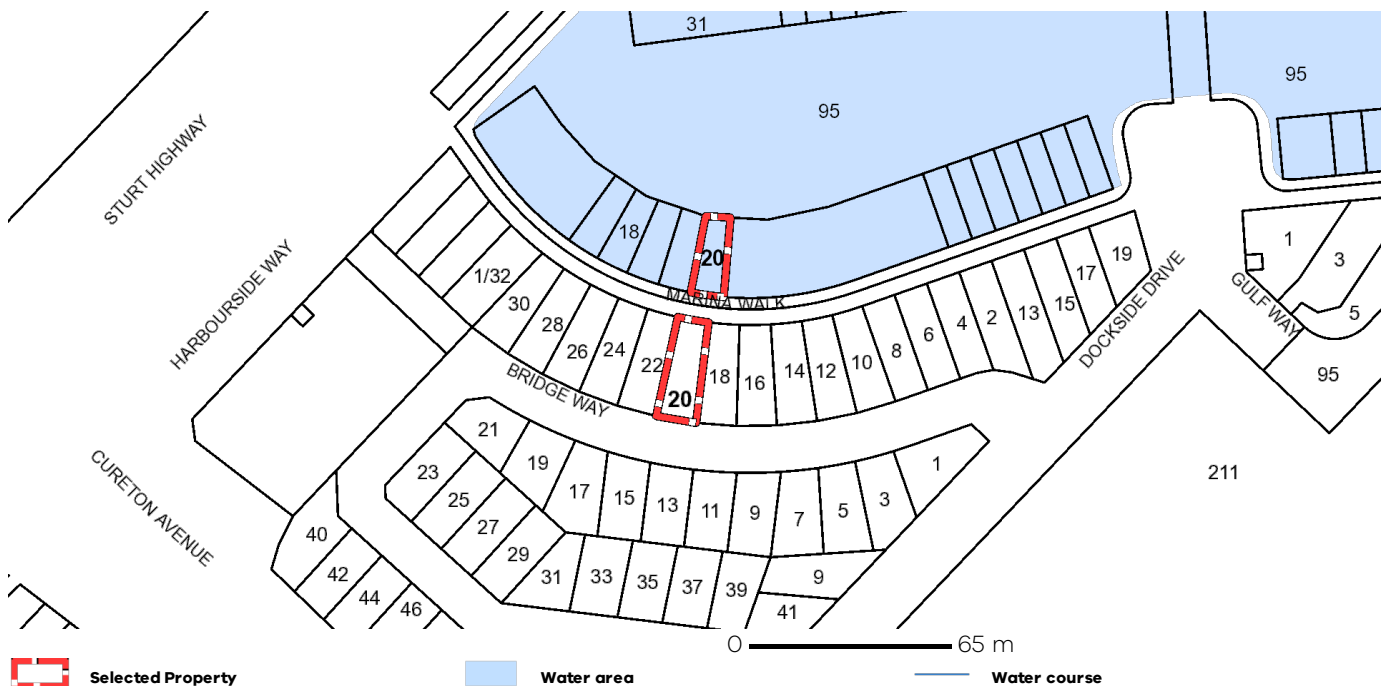
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates 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



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**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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).

PROPERTY REPORT: 20 BRIDGE WAY MILDURA 3500

Page 2 of 2



Mildura Rural City Council

Internal Use Only

TAX INVOICE  
ABN 42 498 937 037Richie Holdings Pty Ltd  
17 Fletcher Street  
HAWTHORN EAST VIC 3123030  
R0\_500910**Total Rates & Charges For this Year****\$5,424.37**

Refer below for payment options

# Rate and Valuation Notice

1 July 2020 to 30 June 2021

**Property Location & Description**20 Bridge Way MILDURA VIC 3500  
Lot 21 PS 613558D, Lots 115M-116M PS 54442  
4J

AVPCC: 110 - Detached Home

**RATING DETAILS**

Residential Rate	0.00620605	779000	\$4,834.51
Waste Management	434.79	1	\$434.79

**VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY**

Residential Fire Levy (Fixed)	113.00	1	\$113.00
Residential Fire Levy (Variable)	0.000054	779000	\$42.07

**Assessment No:** 403352  
**Issue Date:** 10 September 2020  
**Rate declaration date:** 1 July 2020  
**Capital Improved Value:** 779,000  
**Site Value:** 290,000  
**Net Annual Value:** 38,950  
**Valuation Date:** 1 January 2020

**PAYMENT DEADLINES EXTENDED**

First instalment due by 14 October 2020.  
 Second instalment due by 14 December 2020.

**COVID-19 SUPPORT**

Relief options are available to assist ratepayers  
 experiencing financial hardship.  
 Visit [mildura.vic.gov.au/coronavirus](http://mildura.vic.gov.au/coronavirus) or call us for details.

**TOTAL AMOUNT****\$5,424.37**

<b>Payment In full</b> Due 15 Feb 2021 \$5,424.37	Or	<b>1st Instalment</b>	<b>2nd Instalment</b>	<b>3rd Instalment</b>	<b>4th Instalment</b>
		Due 14 Oct 2020 \$1,356.10	Due 14 Dec 2020 \$1,356.09	Due 28 Feb 2021 \$1,356.09	Due 31 May 2021 \$1,356.09

Note: If full payment of the 1st Instalment isn't received by the due date, this account will automatically default to the Payment in Full option and you will not receive reminder instalment notices.  
 Please refer to the reverse side of this notice for information relating to penalties for late payment.

## Payment Slip

Richie Holdings Pty Ltd  
 20 Bridge Way MILDURA VIC 3500  
 Assessment No: 403352

**Payment In Full:** \$5,424.37  
**Or 1st Instalment:** \$1,356.10



**Biller code:** 93922  
**Ref:** 4033528

BPAY this payment via Internet or phone banking.  
 BPAY View®- View and pay this bill using internet banking.  
 BPAY View Registration No.: 4033528



Full Payment \*41 4033528



**Post Billpay** **Biller code:** 0041  
**Ref:** 4033528

Pay in person at any post office, phone  
 13 18 16 or go to [postbillpay.com.au](http://postbillpay.com.au)

**Centrepay Ref:**  
 555 054 730B

Internal Use Only



**Madden Avenue Service Centre**

108 Madden Avenue, Mildura  
Phone: (03) 5018 8100  
Fax: (03) 5021 1899

**Deakin Avenue Service Centre**

76 Deakin Avenue, Mildura  
Phone: (03) 5018 8100  
Fax: (03) 5021 1899

**Ouyen Service Centre**

79 Oke Street, Ouyen  
Phone: (03) 5018 8600  
Fax: (03) 5092 1017

PO Box 105, Mildura Vic 3502

DX 50014, Mildura  
mrcc@mildura.vic.gov.au  
www.mildura.vic.gov.au

**ARREARS**

Payment of arrears must be made immediately unless an agreed payment arrangement is in place. As penalty interest accrues daily, please contact Council for an updated arrears amount when making payment.

**PAYING YOUR RATES**

There are two ways you can pay.

**1. One full payment**

Pay the full amount of current rates and charges in one annual payment by 15 February 2021, or

**2. Four quarterly instalments**

Pay your rates in four separate instalments. The full amount of the first instalment must be paid by 30 September 2020. Any arrears must also be paid by this date. Any payments received after this date will be treated as part payment of the 'one full payment' option.

**INTEREST AND PENALTIES**

Under Section 172 of the Local Government Act 1989, late payments will be subject to penalty interest calculated from the date when each quarterly instalment was due, irrespective of whether or not a ratepayer has chosen to pay by the instalment or lump sum option. Late payments will be subject to an interest rate of 10% pa (set under the Penalty Interest Rates Act 1983) on all overdue rates and charges until paid in full. In the absence of full payment or an agreed payment arrangement, Council may utilise legal action to recover outstanding rates and charges. All associated legal costs will be borne by the ratepayer.

**FINANCIAL DIFFICULTY**

Anyone experiencing financial difficulties or having trouble making rates payments should contact Council as soon as possible to discuss their circumstances and make alternative arrangements.

**ALLOCATION OF PAYMENTS**

Payments received will be allocated as follows:

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

**AVPCC**

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

**NOTICE OF VALUATION**

The property described in this notice has been valued as at 1 January 2020, having regard to its present condition. Where a notice of valuation has been given by Council for the first time, a person may lodge an objection to the valuation and/or AVPCC with Council within two months of the date of issue. Any such objection must be lodged in accordance with Sec 16 of the Valuation of Land Act 1960.

A person considering objecting is advised to first discuss the matter with Council. The valuations shown may be used by other rating authorities for the purposes of a rate or tax. Regardless of any objection to the valuation, rates must be paid (as assessed) by the due date.

**RATE NOTICE APPEAL**

Under Section 183 of the Local Government Act 1989, if you are a person aggrieved by a decision to classify or not classify the property described in this notice as a particular type or class for differential rating purposes, you may apply to the Victorian Civil and Administrative Tribunal within 60 days of the date of issue for a review of the decision.

Under Section 184 of the Local Government Act 1989, if you are a person aggrieved by a rate or charge imposed by Council, or by anything included or excluded from such a rate or charge, you may lodge an appeal with the County Court within 60 days of the date of issue. There are limited grounds of appeal.

Under Section 185 of the Local Government Act 1989, if you are a person aggrieved by a decision to impose a special rate or special charge imposed by Council, you may apply to the Victorian Civil and Administrative Tribunal within 30 days of the date of issue for a review of the decision. There are limited grounds of appeal.

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

**CHANGE OF ADDRESS**

It is the responsibility of the ratepayer to ensure Council has a current residential and postal address for the delivery of rate notices. If you change your residential or postal address you must notify Council.

**RATE CAPPING**

Council has complied with the Victorian Government's rates cap of 2.0 per cent. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons- (i) the valuation of your property relative to the valuation of other properties in the municipal district; (ii) the application of any differential rate by Council; (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

**FIRE SERVICES PROPERTY LEVY ACT 2012**

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

**PENSIONER CONCESSION**

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

**PRIVACY INFORMATION**

Information on this notice is used for Council's municipal and statutory obligations only. Council may pass on this information to authorities and agencies where these bodies require the information to perform their legislative functions.

## How to pay

**IN PERSON**

Visit any of Council's Service Centres to pay by cash, cheque or EFTPOS (credit and debit cards accepted).

Office Hours  
8am - 5pm  
Monday to Friday

**MAIL**

Cheque payable to 'Mildura Rural City Council'.  
PO Box 105  
Mildura VIC 3502

**DIRECT DEBIT**

Contact Council to arrange direct debit payments.

**BPAY®**

Contact your bank or financial institution to access BPAY from your account.  
Quote the Biller Code 93922 and Reference No. as on the front of this notice.

**eNOTICES**

For emailed notices:  
[mildura.enotices.com.au](mailto:mildura.enotices.com.au)  
Reference No:  
**A502914FDZ**

**AUSTRALIA POST**

Pay in-store at Australia Post to pay by cash, cheque, EFTPOS, debit card, MasterCard or Visa. Or by phone, 131 816 or online at [auspost.com.au/postbillpay](http://auspost.com.au/postbillpay)

**CENTREPAY**

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



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

At Call Conveyancing Services C/- triSearch (Website)  
135 KING STREET  
SYDNEY 2000  
AUSTRALIA

Client Reference: 618018

NO PROPOSALS. As at the 23th June 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

20 BRIDGE WAY, MILDURA 3500  
RURAL CITY OF MILDURA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 23th June 2021

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 50304770 - 50304770085610 '618018'**

# 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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

### Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

### Is there any earth resource activity such as mining in the area?

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

### **Can you change how the property is used, or the buildings on it?**

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

### **Have any buildings or retaining walls on the property been altered, or do you plan to alter them?**

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

### **Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?**

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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