

# 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.

<b>Land</b>	Lot 3 McKays Road, Birdwoodton Vic 3505 Being Lot 3 on Plan of Subdivision 840748E and being the land more particularly described in Certificate of Title Volume 12436 Folio 771	
<b>Vendor's name</b>	Terence Andrew Hunyadi	<b>Date</b>
<b>Vendor's signature</b>		
<b>Vendor's name</b>	Judith Ann Hunyadi	<b>Date</b>
<b>Vendor's signature</b>		
<b>Vendor's name</b>	Mary Mavis Hunyadi	<b>Date</b>
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b>
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b>
<b>Purchaser's signature</b>		

**Important information**

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

**1. FINANCIAL MATTERS**

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

Their amounts are:

Authority	Amount	Interest (if any)
1 RATES DO NOT EXCEED PER ANNUM	1 \$ 4000	1 \$
2 Not rated separately	2 \$ 0	2 \$

**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**

\$0 To \$

Other particulars (Including dates) and times of payments:

**1.3 Terms of 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.

*Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.*

**3. LAND USE**

**3.1 Easements, Covenants or Other Similar Restrictions**

Not applicable.

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**  
Not applicable.

4. **NOTICES**

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

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

Not applicable.

4.2 **Agricultural Chemicals**

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

--

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:

--

5. **BUILDING PERMITS**

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

Not applicable.

6. **OWNERS CORPORATION**

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

6.1 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:

Electric Supply <input checked="" type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	--	--	--	--

9. **TITLE**

Attached are copies of the following documents:

**9.1 (a) Registered Title**

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

**10.2 Staged Subdivision**

Not applicable.

**10.3 Further Plan of Subdivision**

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

Not Applicable

**11.  DISCLOSURE OF ENERGY INFORMATION**

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

**12. DUE DILIGENCE CHECKLIST**

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

**13. ATTACHMENTS**

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

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

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



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

VOLUME 12436 FOLIO 771

Security no : 124101810123C  
 Produced 14/11/2022 09:19 AM

**LAND DESCRIPTION**

Lot 3 on Plan of Subdivision 840748E.  
 PARENT TITLES :  
 Volume 09441 Folio 183 to Volume 09441 Folio 184  
 Volume 10456 Folio 208  
 Created by instrument PS840748E 14/11/2022

**REGISTERED PROPRIETOR**

Estate Fee Simple  
 As to the land formerly contained in Volume 10456 Folio 208  
 Joint Proprietors  
 TERENCE ANDREW HUNYADI  
 JUDITH ANN HUNYADI both of 51 MCKAYS ROAD BIRDWOODTON VIC 3505  
 As to the land formerly contained in Volume 09441 Folio 183  
 Sole Proprietor  
 MARY MAVIS HUNYADI of 51 HOCKINGS ROAD BIRDWOODTON VIC 3505  
 As to the land formerly contained in Volume 09441 Folio 184  
 Joint Proprietors  
 TERENCE ANDREW HUNYADI  
 JUDITH ANN HUNYADI both of 51 MCKAYS ROAD BIRDWOODTON VIC 3505  
 PS840748E 14/11/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE as to part U391680A 05/09/1996  
 BENDIGO AND ADELAIDE BANK LTD  
 TRANSFER OF MORTGAGE AL237974R 18/07/2014  
  
 MORTGAGE as to part W333462B 07/10/1999  
 BENDIGO AND ADELAIDE BANK LTD  
 TRANSFER OF MORTGAGE AL237974R 18/07/2014

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  
 AV188768C 24/12/2021

**DIAGRAM LOCATION**

SEE PS840748E FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS840748E (B)		Registered	14/11/2022

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

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



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 2 of 2

---

Street Address: 0 MCKAYS ROAD BIRDWOODTON VIC 3505

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 19040F BENDIGO AND ADELAIDE BANK LIMITED  
Effective from 14/11/2022

DOCUMENT END



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS840748E</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>14/11/2022 09:22</b>

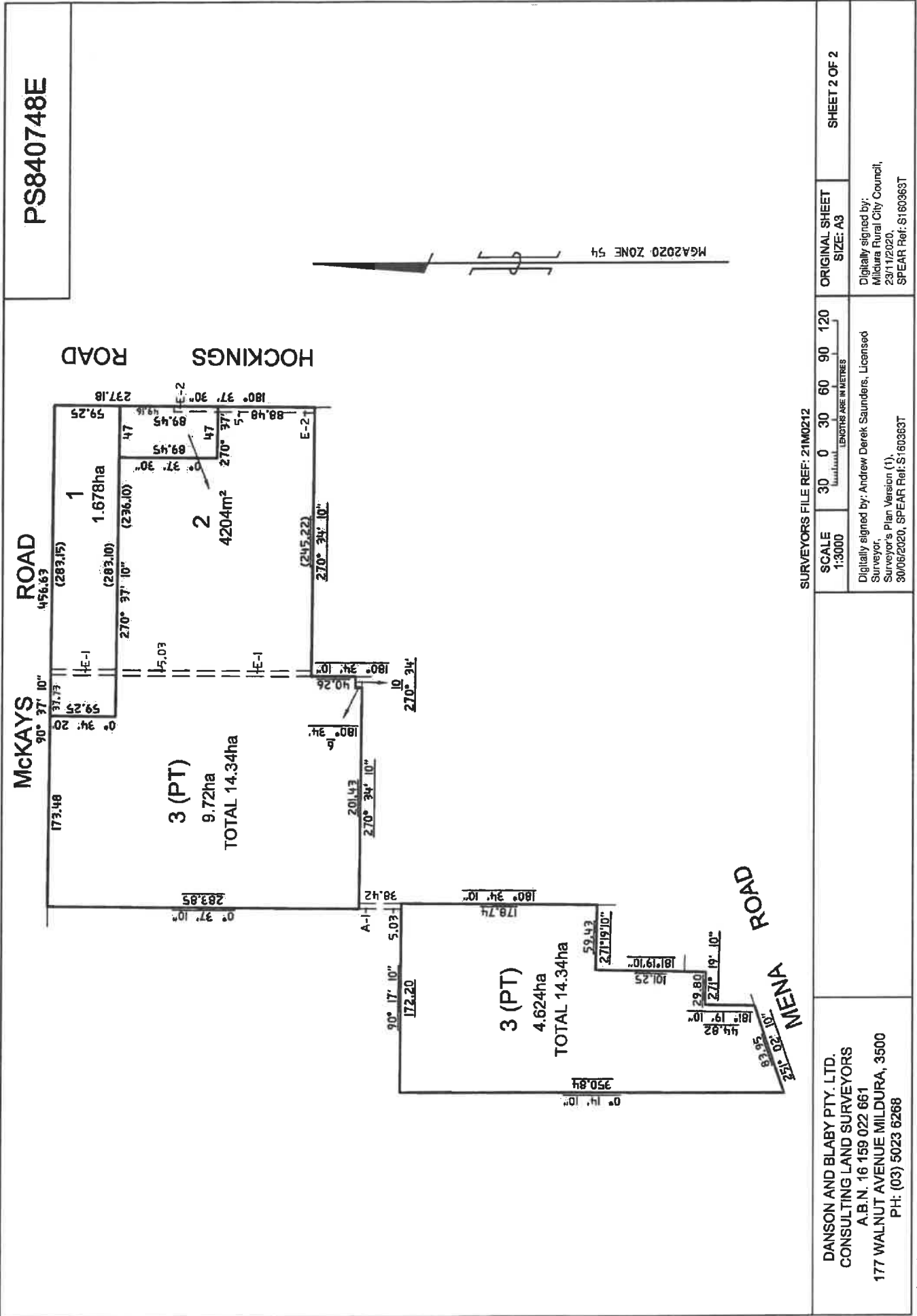
**Copyright and disclaimer notice:**

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

The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS840748E</b>	
<b>LOCATION OF LAND</b> PARISH: MILDURA TOWNSHIP: _____ SECTION: A CROWN ALLOTMENT: 40, 24 & 25 (PARTS) CROWN PORTION: _____ TITLE REFERENCE: VOL.9441 FOL.183 VOL.9441 FOL.184 & VOL.10456 FOL.208  LAST PLAN REFERENCE: PS 412215G (LOT 2) & LP138523 (LOT 1 & 2) POSTAL ADDRESS: 51 MCKAYS ROAD, BIRDWOODTON, VIC, 3505 (at time of subdivision) 51 HOCKINGS ROAD, BIRDWOODTON, VIC, 3505  MGA CO-ORDINATES: E: 599 300                      ZONE: 54 (of approx centre of land                      N: 6 215 650                      GDA2020 in plan)		Council Name: Mildura Rural City Council  Council Reference Number: 007.2018.00000408.001 Planning Permit Reference: 005.2018.00000408.001 SPEAR Reference Number: S160363T  <b>Certification</b>  This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Natalie Jayne Turvey for Mildura Rural City Council on 23/11/2020  <b>Statement of Compliance</b> issued: 17/01/2022		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
<b>NOTATIONS</b>		<b>OTHER NOTATIONS</b> LOT 1 AND LOT 2 ARE THE RESULT OF SURVEY.  THE AREA OF LOT 3 HAS BEEN DERIVED BY DEDUCTION FROM TITLE AND THE DIMENSIONS SHOWN ON THE PLAN ARE NOT THE RESULT OF SURVEY.		
<b>DEPTH LIMITATION</b> 15.24 METRES BELOW THE SURFACE. AFFECTS ALL THE LAND IN THE PLAN.		(Continuation of NOTATIONS)		
<b>SURVEY:</b> This plan is based on survey.				
<b>STAGING:</b> This is not a staged subdivision. Planning Permit No. 005.2018.00000408.001  This survey has been connected to permanent marks No(s). 350, 831, 388, 939 & PM (UNKNOWN)  In Proclaimed Survey Area No. 25				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	5.03	C/G VOL. 6224 FOL. 660	LOTS ON C/G VOL.6224 FOL.666
E-2	WATER SUPPLY	5	LP138523	LOTS ON LP138523
A-1	CARRIAGEWAY/WATER SUPPLY	SEE DIAG.	X561191V	LOT 3 ON THIS PLAN
<b>DANSON AND BLABY PTY. LTD.</b> <b>CONSULTING LAND SURVEYORS</b> A.B.N. 16 159 022 661 177 WALNUT AVENUE MILDURA, 3500 PH: (03) 5023 6268		SURVEYORS FILE REF: 21M0212  Digitally signed by: Andrew Derek Saunders, Licensed Surveyor, Surveyor's Plan Version (1), 30/06/2020, SPEAR Ref: S160363T		ORIGINAL SHEET SIZE: A3  SHEET 1 OF 2
PLAN REGISTERED TIME: 7:37am                      DATE: 14/11/2022 L.Hawkins Assistant Registrar of Titles				







# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 14/11/2022 09:21:54 AM

Status	Registered	Dealing Number	AV188768C
Date and Time Lodged	24/12/2021 09:37:17 AM		

### Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	124514-00712

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

9441/183  
9441/184  
10456/208

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	MILDURA RURAL CITY COUNCIL
Address	
Street Number	76
Street Name	DEAKIN
Street Type	AVENUE
Locality	MILDURA
State	VIC
Postcode	3500



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

---

### Additional Details

Refer Image Instrument

---

The applicant requests the recording of this Instrument in the Register.

---

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MILDURA RURAL CITY COUNCIL
Signer Name	DAVID LESLIE RAMSAY
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	24 DECEMBER 2021

---

### File Notes:

NIL

---

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Instrument</b>
Document Identification	<b>AV188768C</b>
Number of Pages (excluding this cover sheet)	<b>15</b>
Document Assembled	

**Copyright and disclaimer notice:**

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

The document is invalid if this cover sheet is removed or altered.



**MILDURA RURAL CITY COUNCIL**

and

**MARY MAVIS HUNYADI**

and

**TERENCE ANDREW HUNYADI and JUDITH ANN HUNYADI**

**AGREEMENT MADE PURSUANT TO SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987**

Land: 51 Hockings Road and 51 McKays Road,  
Birdwoodton Victoria 3505

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185  
Level 12, 489 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne  
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

Ref CYW 124514-00712

An international member of

**AiilyLaw**

© Russell Kennedy Pty Ltd

**THIS AGREEMENT IS DATED**

22 December 2021

**PARTIES**

- 1 **MILDURA RURAL CITY COUNCIL**  
of 76 Deakin Avenue, Mildura, Victoria 3500  
(Council)
- 2 **MARY MAVIS HUNYADI**  
of 51 Hockings Road, Birdwoodton, Victoria 3505  
and  
**TERENCE ANDREW HUNYADI and JUDITH ANN HUNYADI**  
of Mackays Road, Merbein 3505  
of Mena Road, Birdwoodton 3505  
(Owner)

**RECITALS**

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C Condition 8 of the Permit provides as follows:

- "(8) *Prior to the issue of a Statement of Compliance the owner must enter into an agreement with the Responsible Authority in accordance with Section 173 of the Planning and Environment Act, 1987. The agreement must be prepared by Council to provide the following:*
- *the land may not be further subdivided, other than for a re-subdivision which is in accordance with the provisions of this incorporated document; and*
  - *no further dwellings will be constructed on any lot, except for new lots created which are in accordance with the following:*
    - (a) *the new lot is at least 0.2 hectares but not greater than 2 hectares in area, and the following requirements are met:*
      - *the new lot is located within the Mildura East Growth Area or the Mildura South Growth Area (Map 2); and*
      - *the new lot is created from original lots which included an equivalent lot of at least 0.2 hectares but not greater than 2 hectares; and*
      - *the equivalent original lot was not encumbered by a section 173 agreement stating that no further dwelling is allowed;*
      - *the number of lots of at least 0.2 hectares but not greater than 2 hectares without an existing dwelling is not increased; and*
      - *the new lot is not located within the Mildura South By-pass Corridor (Map 2).*

(b) *the new lot is at least 10 hectares in area and all of the following requirements are met:*

- *the new lot is created from original lots which included an equivalent lot of at least 10 hectares; and*
- *the equivalent original lot was not encumbered by a section 173 agreement stating that no further dwelling is allowed; and*
- *the number of lots of at least 10 hectares without an existing dwelling is not increased.*

*Any variation to an agreement prepared under section 173 of the Act, including amending or ending the agreement, requires approval from both the Responsible Authority and the Minister for Planning.*

*This agreement is to be registered on the title to all lots and any cost associated with its preparation must be borne by the owner."*

D Part of the Land is encumbered by mortgage number U391680A in which BENDIGO AND ADELAIDE BANK LTD is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.

E Part of the Land is encumbered by mortgage number W333462B in which BENDIGO AND ADELAIDE BANK LTD is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.

F As of the date of this Agreement, there is only one map, "Map 1", that forms part of the Mildura Older Irrigation Area Incorporated Document. A previous iteration of this document had both "Map 1" and "Map 2" included.

G This Agreement has been entered into in order to:

- (i) comply with condition 8 of the Permit;
- (ii) prohibit, restrict or regulate the use or development of the Land; and
- (iii) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

H This Agreement is made under Division 2 of Part 9 of the Act.

## **OPERATIVE PROVISIONS**

### **1 DEFINITIONS**

In this Agreement:

- (a) **Act** means the *Planning and Environment Act 1987*.
- (b) **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.
- (c) **Business Day** means Monday to Friday excluding public holidays in Victoria.
- (d) **Dwelling** has the same meaning as in the Scheme.

- (e) **Endorsed Plan** means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Permit.
- (f) **Land** means the land known as 51 Hockings Road and 51 McKays Road, Birdwoodton Victoria 3505 being the whole of the land more particularly described in certificate of title
  - (i) volume 09441 folio 183
  - (ii) volume 09441 folio 184; and
  - (iii) volume 10456 folio 208.
- (g) **Mildura East Growth Area** means the land marked as "Mildura East Growth Area" on the plan named "Map 1" in the Mildura Older Irrigation Area Incorporated Document.
- (h) **Mildura Older Irrigation Area Incorporated Document** means the Mildura Older Irrigation Area Incorporated Document as amended from time to time, which is incorporated into the Scheme.
- (i) **Mildura South By Pass Corridor** means the land marked as "Mildura South Bypass Corridor" on the plan named "Map 1" in the Mildura Older Irrigation Area Incorporated Document.
- (j) **Mildura South Growth Area** means the land marked as "Mildura South Growth Area" on the plan named "Map 1" in the Mildura Older Irrigation Area Incorporated Document.
- (k) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- (l) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Land or any part thereof, and includes a mortgagee in possession.
- (m) **Permit** means planning permit 005.2018.00000408.002 issued in respect of the Land by Council on 26 February 2019 as amended from time to time allowing for "Subdivision - Realignment of Boundary."
- (n) **Scheme** means the Mildura Planning Scheme or any other planning scheme which applies to the Land from time to time.

## 2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

## 3 ENDING OR AMENDING AGREEMENT

### 3.1 Ending or amending

This Agreement is ended or amended in accordance with the Act and requires the consent of the Minister for Planning in accordance with the Mildura Older Irrigation Area Incorporated Document.



### **3.2 Cancellation or alteration of recording**

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under the Act to cancel or alter the recording of this Agreement on the folio of the Register to the Land.

## **4 OWNER'S COVENANTS**

### **4.1 No further subdivision**

Other than the subdivision allowed as a result of the Permit, the Land must not be subdivided other than for re-subdivision in accordance with the Mildura Older Irrigation Area Incorporated Document.

### **4.2 No further Dwellings**

Subject to clause 4.3, other than any Dwellings existing on the Land as at the date of this Agreement, the Owner will not construct or allow to be constructed on any lot any further Dwelling or Dwellings.

### **4.3 Exceptions to clause 4.2**

Clause 4.2 does not apply where all of the requirements set out at clause 4.3.1 or all of the requirements set out in clause 4.3.2 are met, namely:

4.3.1 the new lot is at least 0.2 hectares but not greater than 2 hectares in area, and all of the following requirements are met:

- (a) the new lot is located within the Mildura East Growth Area or the Mildura South Growth Area; and
- (b) the new lot is created from original lots which included an equivalent lot of at least 0.2 hectares but not greater than 2 hectares; and
- (c) the equivalent original lot was not encumbered by a Section 173 Agreement stating that no further Dwelling is allowed; and
- (d) the number of lots of at least 0.2 hectares but not greater than 2 hectares without an existing Dwelling is not increased; and
- (e) the new lot is not located within the Mildura South By-pass Corridor.

OR

4.3.2 the new lot is at least 10 hectares in area and all of the following requirements are met:

- (a) the new lot is created from original lots which included an equivalent lot of at least 10 hectares; and
- (b) the equivalent original lot was not encumbered by a Section 173 Agreement stating that no further Dwelling is allowed; and
- (c) the number of lots of at least 10 hectares without an existing Dwelling is not increased.

#### 4.4 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

#### 4.5 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

#### 4.6 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, removal, amendment and enforcement of this Agreement.

#### 4.7 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

#### 4.8 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

#### 4.9 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.9.1 to allow the Council its officers, employees, agents, workmen and contractors to enter the Land and rectify the non-compliance;
- 4.9.2 to pay to the Council on demand, the Council's reasonable costs and expenses (**Costs**) incurred as a result of the Owner's non-compliance;
- 4.9.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 4.9.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

- 4.9.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.9.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.9.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.9.8 if the Owner executes a mortgage as required by clause 4.9.4, any breach of this Agreement is deemed to be a default under that mortgage.

#### **4.10 Council access**

The Owner covenants to allow the Council and its officers, employees, agents, workmen and contractors or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

#### **4.11 Covenants run with the Land**

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

#### **4.12 Owner's warranty**

The Owner warrants and covenants that:

- 4.12.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.12.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under section 106A of the *Transfer of Land Act 1958*;
- 4.12.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.12.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.12.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

## **5 GENERAL**

### **5.1 No fettering of Council's powers**

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

### **5.2 Time of the essence**

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

### **5.3 Governing law and jurisdiction**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

### **5.4 Enforcement and severability**

5.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

5.4.2 If a Court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

## **6 NOTICES**

### **6.1 Service of notice**

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

6.1.1 personally on the person;

6.1.2 by leaving it at the person's address set out in this Agreement;

6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;

6.1.4 by email to the person's current email address notified to the other party; or

6.1.5 by facsimile to the person's current number notified to the other party.

## 6.2 Time of service

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six Business Days after posting;
- 6.2.3 if sent by email, subject to the clause 6.2.5, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*;
- 6.2.4 if served by facsimile, subject to the clause 6.2.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 6.2.5 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

## 6.3 Proof of receipt of notice by email

In proving that a notice given by email has been received by the recipient, it is sufficient to produce an acknowledgement or receipt that the email has reached the recipient's email address.

## 7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;
- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
  - 7.7.1 two or more parties; or
  - 7.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;

- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a reference to an authority, institution, association or body (original entity) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.13 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED pursuant to Division 2 of Part 9 of the Act.

**SIGNED SEALED AND DELIVERED** by and )  
 on behalf, and with the authority, of the )  
**MILDURA RURAL CITY COUNCIL** by )  
 Mandy Whelan )  
 ..... )  
 in the exercise of a power conferred by )  
 Instrument of Delegation S6 dated August )  
 2020 in the presence of: )




.....  
Witness

**SIGNED SEALED AND DELIVERED**  
by **MARY MAVIS HUNYADI** in the presence  
of:

) *M. Hunyadi*


\_\_\_\_\_

*Y Mavis*  
\_\_\_\_\_  
Witness signature

*YVONNE MATO TEK*  
\_\_\_\_\_  
Witness name

**SIGNED SEALED AND DELIVERED**  
by **TERENCE ANDREW HUNYADI** in the  
presence of:

)   
\_\_\_\_\_

  
\_\_\_\_\_

Witness signature

YVONNE MATOCH  
\_\_\_\_\_

Witness name



**SIGNED SEALED AND DELIVERED**  
by **JUDITH ANN HUNYADI** in the presence  
of:

)  
)

*Judy*

*[Handwritten signature]*

Witness signature

YVONNE MATOTEK

Witness name

WITNESSED

MORTGAGEE'S CONSENT

ACN 068 049 178

BENDIGO AND ADELAIDE BANK LTD, as Mortgagee under Mortgage No. U391680A which encumbers part of the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: 13/12/2021

Executed for and on behalf of  
BENDIGO AND ADELAIDE BANK LTD

EXECUTION BY BENDIGO AND ADELAIDE BANK LIMITED

EXECUTED by BENDIGO AND ADELAIDE BANK LIMITED,  
by its Attorney

PHILIP WILLIAM MANFIELD

who certifies that he/she/its:

SENIOR MANAGER - ASSET MANAGEMENT

of Bendigo and Adelaide Bank Limited and that he/she/has received no notification of the revocation of the Power of Attorney under the authority of which he/she has executed this document in the presence of

Power of Attorney

Permanent Order Book No 277  
Page 036 Item 15

KEVIN DOUGLAS MACARTHUR

Signature of Witness

Full Name of Witness

80 Grenfell St Adelaide SA 5000

Address of Witness

08 7109 9353

Telephone No. of Witness

**MORTGAGEE'S CONSENT**

ACN 068 049 178

**BENDIGO AND ADELAIDE BANK LTD** as Mortgagee under Mortgage No. W333462B which encumbers the part of the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: 13/12/2021

Executed for and on behalf of  
**BENDIGO AND ADELAIDE BANK LTD**

**EXECUTION BY BENDIGO AND ADELAIDE BANK LIMITED**

EXECUTED by BENDIGO AND ADELAIDE BANK LIMITED,  
by its Attorney

PHILIP WILLIAM MANFIELD

who certifies that he/she/it:

SENIOR MANAGER - ASSET MANAGEMENT

of Bendigo and Adelaide Bank Limited and that he/she/has received no notification of the revocation of the Power of Attorney under the authority of which he/she has executed this document in the presence of

Power of Attorney

Permanent Order Book No 277

Page 036 Item 15

Signature of Witness

Full Name of Witness

Address of Witness

Telephone No. of Witness

KENN DOUGLAS MACARTHUR

80 Grenfell St Adelaide SA 5000

08 7109 9353



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Martin Irwin & Richards C/- InfoTrack (ActionStep)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 390949

NO PROPOSALS. As at the 14th November 2022, 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®.

0 MCKAYS ROAD, BIRDWOODTON 3505  
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: 14th November 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 66926319 - 66926319091948 '390949'

# COPY OF RECORD IN THE VICTORIAN WATER REGISTER

## WATER-USE LICENCE

### *Water Act 1989*

*The information in this copy of record is as recorded at the time of printing. Current information should be obtained by a search of the register. The State of Victoria does not warrant the accuracy or completeness of this information and accepts no responsibility for any subsequent release, publication or reproduction of this information.*

*Water-use licence WUL010451 does not remove the need to apply for any authorisation or permission necessary under any other Act of Parliament with respect to anything authorised by the water-use licence.*

*Water used under water-use licence WUL010451 is not fit for any use that may involve human consumption, directly or indirectly, without first being properly treated.*

Water-use licence WUL010451 authorises the use of water for the purpose of irrigation, watering a kitchen garden that is not more than 0.4 hectares, watering animals kept as pets, watering cattle or other stock (not including piggeries, feed lots, poultry farms or any other intensive or commercial use), dairy use, and general non-irrigation farm use, on the land described below, subject to the conditions that are specified.

### Land on which water may be used

#### Land description

Volume 9441 Folio 184  
Lot 2 of Plan LP138523

Volume 10456 Folio 208  
Lot 2 of Plan PS412215G

### Holder(s) of Water-Use Licence

TERENCE ANDREW HUNYADI of PO BOX 339 MILDURA VIC 3502  
JUDITH ANN HUNYADI of PO BOX 339 MILDURA VIC 3502

### Water-Use Licence Details

Status	Active
Annual use limit	130.9 megalitres
Water share holding limit	261.8 megalitres
Licensing water authority	Lower Murray Water
Trading zone for water use	7 VIC Murray - Barmah to SA
Delivery system	Merbein Irrigation District
Related works licences	Nil
Associated water shares	WEE020387
Salinity impact zone	High Impact Zone (HI 3)

## Application History

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
Nil					

## Conditions

Water-use licence WUL010451 is subject to the following conditions:

### Managing groundwater infiltration

- 1 Subject to the Minister declaring a seasonal adjustment to annual use limits to accommodate exceptionally high evapotranspiration rates, the maximum number of megalitres of water that may be applied to the land specified in the licence in any 12-month period from 1 July to 30 June will be 130.9
- 2 Water used for the purposes of irrigation on the land specified in the licence must be measured through a meter approved by the water Authority unless the Authority has granted an exemption in writing.
- 3 Pondered irrigation must not be carried out on the land specified in the licence without the addition of particular conditions governing the use of such an irrigation system.

### Managing drainage disposal

- 4 Where irrigation results in drainage from the land specified in the licence that drainage water must be disposed in ways that meet with the standards, terms and conditions adopted from time to time by the water authority.

---

END OF COPY OF RECORD

---



Mildura Rural City Council

# Land Information Certificate

Date of certificate: 15 November 2022

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 28386  
 Assessment No: 23314  
 Your Reference: 66926319-012-7

## Applicant Details

Landata  
 DX 250639  
 EAST MELBOURNE VIC 3002

## Property Address: 51 McKays Road BIRDWOODTON

Description: LOT: 2 Sec: A PS: 412215G, Lot: 2 Sec: A LP: 138523  
 Area: 11.5500 Hectares

Capital Improved Value	\$838,000
Site Value	\$446,000
Net Annual Value	\$41,900
Base Date:	01/01/2022

### RATES, CHARGES AND OTHER MONIES: FOR THE 2022-2023 FINANCIAL YEAR

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

Irrigated Farm Rate	\$3,238.28
Waste Management	\$450.14
Primary Production Fire Levy (Fixed)	\$238.00
Primary Production Fire Levy (Variable)	\$142.46
Rate Arrears to 30/06/2022:	\$0.00
Interest to 15/11/2022:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	-\$1,017.22
<b>Total Rates &amp; Charges Due:</b>	<b>\$3,051.66</b>
<b>Additional Monies Owed:</b>	
Debtor Balance Owing:	
<b>Total Rates &amp; Charges &amp; Additional Monies Owed:</b>	<b>\$3,051.66</b>

**Pay via BPay** Biller Code: 93922 Reference Number: 233148

### Certificate Updates

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

Updates may be requested by the original applicant only.

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

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

### Notice of Acquisition

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

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





Mildura Rural City Council

# Land Information Certificate

Date of certificate: 15 November 2022

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 28386

Assessment No: 23314

Your Reference: 66926319-012-7

**Property Address: 51 McKays Road BIRDWOODTON 3505**

Description: LOT: 2 Sec: A PS: 412215G, Lot: 2 Sec: A LP: 138523

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

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

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

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

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

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

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

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

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

**PLEASE NOTE: Details shown are for whole of property prior to subdivision or sale. Supplementary valuation to be completed. If settlement payment is remitted to Council and you require an apportionment between the vendor and purchaser, please provide specific instructions. Interest on 2<sup>nd</sup> instalment will be raised after 30/11/22 if unpaid. Please apply for an update if settlement occurs after this date.**

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

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

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

# Property Clearance Certificate

## Taxation Administration Act 1997



MARTIN MIDDLETON OATES LAWYERS

**Your Reference:** 46456  
**Certificate No:** 58226288  
**Issue Date:** 15 NOV 2022  
**Enquiries:** KXA2

**Land Address:** MCKAYS ROAD BIRDWOODTON VIC 3505

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

**Vendor:** JUDITH HUNYADI & TERENCE HUNYADI  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

**Comments:** Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

**Paul Broderick**  
 Commissioner of State Revenue

<b>CAPITAL IMP VALUE:</b>	<b>\$913,137</b>
<b>SITE VALUE:</b>	<b>\$471,831</b>
<b>AMOUNT PAYABLE:</b>	<b>\$0.00</b>

# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 58226288

---

## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## General Information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$718.66

Taxable Value = \$471,831

Calculated as \$375 plus ( \$471,831 - \$300,000) multiplied by 0.200 cents.

---

## Property Clearance Certificate - Payment Options

<b>BPAY</b> 	Billor Code: 5249 Ref: 58226288
<b>Telephone &amp; Internet Banking - BPAY®</b> Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. <a href="http://www.bpay.com.au">www.bpay.com.au</a>	

<b>CARD</b> 	Ref: 58226288
<b>Visa or Mastercard</b> Pay via our website or phone 13 21 61. A card payment fee applies. <a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>	

Property Clearance Certificate updates are available at [sro.vic.gov.au/certificates](http://sro.vic.gov.au/certificates)

# Property Clearance Certificate

## Taxation Administration Act 1997

Certificate No: 58226288

---

Land Address: MCKAYS ROAD BIRDWOODTON VIC 3505

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24806446	3	840748	12436	771	\$0.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR TERENCE ANDREW HUNYADI	2022	\$118,297	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX primary production land.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

**Total Amount Payable for Property: 24806446 \$0.00**

---

Land Address: MCKAYS ROAD BIRDWOODTON VIC 3505

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27418323	3	840748	12436	771	\$0.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR TERENCE ANDREW HUNYADI	2022	\$226,201	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX primary production land.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

**Total Amount Payable for Property: 27418323 \$0.00**

---

Land Address: MCKAYS ROAD BIRDWOODTON VIC 3505

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32199405	3	840748	12436	771	\$0.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
JOSEPH STEPHEN HUNYADI	2022	\$127,333	\$0.00	\$0.00	\$0.00

Comments:

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

**Total Amount Payable for Property: 32199405 \$0.00**

---

**Total: \$0.00**

Call Centre: 1800 808 830  
(incl. 24 Hour Faults & Emergencies)



lmw.vic.gov.au  
E contactus@lmw.vic.gov.au

RURAL ACCOUNT  
Date Of Issue 10/10/2022



500151-001 003251(7621) 0033  
MR TA HUNYADI & MRS JA HUNYADI  
PO BOX 96  
CABARITA VIC 3505

Reference No: 047749

Amount Due: \$2,023.40

Due Date: 18-NOV-2022

Tariffs and Charges Notice  
2nd Quarter 2022/23 0  
1/10/2022 - 31/12/2022

POST \*850 700477490

Property Address : 51 MCKAYS ROAD BIRDWOODTON VIC 3505 (Prop:47749) - Rural Account  
Proposed Lot 3 PS 840748E SN18/006743  
Lot 2 PS 412215G CA 25 & 40 Par Mildura and 1 more

	Charge	ML/DS	Usage	Balance
Service Charge (Quarterly)	25.00			25.00
Delivery Share-Fee Irrigation (Qtr)	1508.77	15.700		1508.77
Metered Water Usage Fee Irrigation	83.77		1.710ML	83.77
Property Drainage Fee Division 1 (Qtr)	370.20	15.700		370.20
				\$35.66
ARREARS & Other Adjustments				
<b>TOTAL OWING</b>				<b>\$2,023.40</b>

27/10/22

2023 996650



Payments/Credits since last Notice \$6,935.03  
These services are GST free. The next Quarterly Notice will be mailed Jan 2023 - due late Feb  
Interest charges will accrue at a rate of 5.3% pa against any outstanding ARREARS and/or current charges not paid by the due date as shown above.  
Exemptions apply.

Payment Slip - Methods of Payment  
Online at [lmw.vic.gov.au](http://lmw.vic.gov.au) - Pay your Account

047749/329355  
51 MCKAYS ROAD BIRDWOODTON VIC 3505 (Prop:47749) - Rural Account



Direct Debit  
Please contact your local office



\*850 700477490 \$2,023.40



Centrelink  
Use Centrelink to arrange regular deductions from your Centrelink payment.  
Simply call our Call Centre: 1800 808 830

**BPAY** Biller Code: 78477  
Ref: 7004 7749 0

BPAY® - Make this payment via internet or phone banking.  
BPAY View® - Receive, view and pay this bill using internet banking.  
BPAY View Registration No: 7004 7749 0

Amount Due **\$2,023.40**



Billpay Code: 0850  
Ref: 7004 7749 0  
Pay in person at any Post Office



Biller Code: 78477  
Ref: 7004 7749 0

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info [bpay.com.au](http://bpay.com.au)



Payment Ref: 7004 7749 0

By Phone  
Pay by phone: (03) 8672 0582  
Standard call charges apply.

See reverse for In Person and By Mail options

# RURAL SUPPLY INFORMATION STATEMENT



Statement No IS22/90893  
Our Ref: 47749 / 329355  
Issue Date: 01/12/2022  
Your Ref: 66926319-026-4

LANDATA  
DX 250639  
EAST MELBOURNE

Statement showing Tariffs, Charges & Interest due within Financial Year Ending 30/06/2023.

Owner Name(s) MR TA HUNYADI & MRS JA HUNYADI  
Situate: 51 MCKAYS ROAD BIRDWOODTON VIC 3505  
Description: Lot 2 PS 412215G CA 25 & 40 Par Mildura  
Lot 2 LP 138523 CA PT 24 Par Mildura V 9441 F 184

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

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

## TARIFFS AND CHARGES

<b>ANNUAL CHARGES</b>	<b>1/07/2022 to 30/06/2023</b>	
GMW Entitlement Storage Murray HR (Ann)		1,272.34
DELWP Water Share Fee - per Share (Ann)		13.64
<b>TARIFFS &amp; CHARGES LEVIED for period:</b>	<b>1/10/2022 to 31/12/2022</b>	
Property Drainage Fee Division 1 (Qtr)		370.20
Delivery Share Fee Irrigation (Qtr)		1,508.77
Service Charge (Quarterly)		25.00
Metered Water Usage Fee Irrigation up to 30/9/2022		83.77
Receipts, Concessions & Rebates		(3,273.72)
<b>Balance Due</b>		<b>\$0.00</b>



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

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

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

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

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



PROPERTY SERVICE INFORMATION	
Property Serviced:	Yes
Purpose:	Irrigation / Drainage
Water Supply:	Untreated

**Last Billed Water Consumption Details - Metered Water Usage Fee Irrigation**

-----  
 Period Of Usage: 11/6/2022 to 30/9/2022 (111 Days)  
 1.710 ML @ \$48.99000 Step1 Rate = \$83.77

**Water Meter Details**

Serial No.	Outlet No.	Size	Date Read	Reading
37213	405	200	30/9/2022	696.027
48316	438	100	30/9/2022	1.898
MDO 16872	220	999	12/9/2022	408.150
MDO 24151	436	999	12/9/2022	868.550

**Water Register Details**

-----  
 The current volume of Water Share as shown on the Victorian Water Register is 130.9 ML. The applicant has advised no water share will be transferred to the purchaser.

The current Water Use Licence and AUL details as shown on the Victorian Water Register are:  
 WUL010451 130.9 ML AUL

Issued Pursuant to Section 158 of the Water Act 1989.

**WATER SHARE DETAILS**

The Entitlement Storage Fee as set out in the Rates and Charges is based on the Water Share appearing in the Victorian Water Register. The Corporation suggests that the Contract of Sale specifies the volume of water share to be linked to the property upon sale.

Any information contained in this statement in relation to a water share is based on information contained in the Victorian Water Register and possibly information that Lower Murray Water has become aware of as a result of a relevant transfer application(s) to LMW.

While LMW has endeavoured to provide accurate information, LMW makes no warranties or representations as to the accuracy of the water share details specified in this statement. Among other things, the Victorian Water Register may not accurately reflect the water share, applications may have been made which affect the water share, of which LMW has no knowledge, and the relevant transfer may not ultimately be registered. The reader should make his or her own enquiries and not rely upon the information contained in this statement. We suggest you obtain legal advice in relation to any proposed dealings affecting the Water Share.

### **TRANSFER OF WATER SHARE**

In order to transfer the ownership of the Water Share in the Victorian Water Register, please complete the required prescribed forms and submit along with the appropriate fee to this office. A completed Water Share Owner Identification 100 Point Check Form (for Solicitors) will also be required.

A transfer of ownership of a water share under Section 335 (3) does not have the effect of assigning any water allocated for that share before the recording of the transfer.

### **WATER USE LICENCE**

This property has a Water Use Licence which may be transferred. This will occur on the settlement of the property.

Customers should obtain a copy of the Water Use Licence to seek all relevant water use conditions. Customers should specifically take note of the Annual Use Limit which applies on the land. This is the maximum amount of water which can be used annually.

### **DELIVERY SHARE - 15.7**

Each pumped irrigation district property has a delivery share. This is the amount of access granted into the LMW irrigation system. The delivery share is what Lower Murray Water's fixed charges are based upon. Please note a delivery share charge will apply, regardless of the volume of water share owned by a landholder. It is very important for customers to understand the obligation to pay based on the amount of delivery share attached to the land. Please seek professional advice on the delivery share requirements of the property to be purchased. Should you wish to decrease the volume of delivery share on a property a termination fee applies.

### **USAGE AND ALLOCATION**

A Special Meter Reading is recommended to determine water usage prior to settlement or another party taking working possession. Fees apply, refer to fee schedule.

Customers must not exceed the available balance in their Allocation Bank Account (ABA). Should more water be required then a transfer of water allocation must take place.

Customers should always seek advice on the balance of the ABA at settlement to ensure there is an understanding of what water is available for use.

### **SPILLABLE WATER CHARGES**

Spillable water account charges are levied to the owner of a water share and are raised after the low risk of spill declaration has been made.

It is important to consider that if you are buying a water share prior to the spillable water account fees being raised, you will be liable for any spillable water account charges which are issued later in the year.

### **THE WATER SUPPLIED IS ONLY RIVER / CHANNEL QUALITY STANDARD:**

It is not potable water and is not intended for human consumption (non consumptive domestic use); it may be unsuitable at times for other purposes (example washing, bathing, animal consumption; and it is the property owner's responsibility to advise other parties who may use this water of the quality relating to this water supply.

Lower Murray Water will endeavour to supply water to Customers at a quality that is at least the same as the source water from where it is taken. Lower Murray Water will monitor water quality and endeavour to inform Customers of changes in water quality which are likely to impact on the purposes for which water is used by Customers. Lower Murray Water will, when necessary, issue public notices regarding water quality. These notices will also be placed on Lower Murray Water's web site.



**Other Information:**

This information statement has been issued with subdivision SN18/006743 incomplete. Please contact the Rural Customer Team for details regarding the Victorian Water Register entities for Lot 3 only.

PLEASE NOTE: This property is served by Urban and Rural Water supplies.

Lower Murray Water rural drainage main/infrastructure located inside property boundary.

Corporate assets/infrastructure located inside property boundary.

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

Please note the location Lower Murray Water assets/infrastructure as these may hinder any future development of this site.

This property is being sold without a Water Share to cover metered usage. All rural customers must ensure they have allocation water available in their Allocation Bank Account (ABA) to cover their usage at all times. The new owner will need to obtain allocation from the marketplace and undertake a Trade of Allocation - Form 39 to cover any usage on the property.

Overuse of allocation is a breach of the Water Act 1989 and Lower Murray Water is obligated to ensure that their customers comply.

If you wish to make the settlement payment for this property via BPay please use the following information:

**Bill Code 78477 Payment Reference Number 700477490.**

This statement was issued by the Mildura Office.

On behalf of:

**LOWER MURRAY URBAN & RURAL WATER**

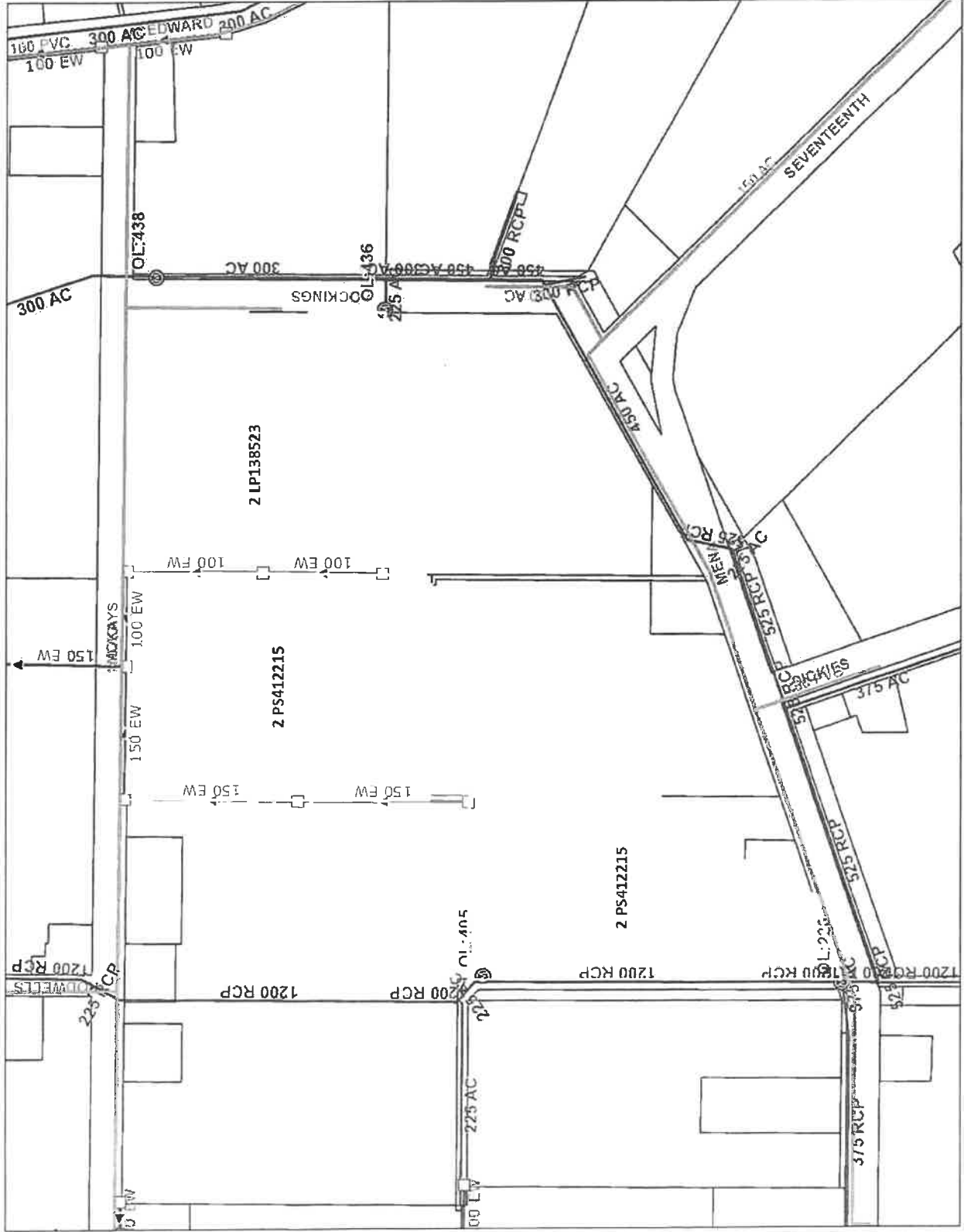
**PLEASE NOTE:**

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

**DISCLAIMER:**

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

LMW Assets - Property Inquiry - IS22\_90893 - PAC 47749



**Legend**

- Urban Water**
- Pipeline
  - - - Retired Pipeline
  - Urban Sewer
  - - - Retired Sewer
  - Gravity Pipeline
  - - - Retired Gravity Pipeline
  - Pressure Main Pipeline
  - - - Retired Pressure Main Pipeline
  - Rising Main Pipeline
  - - - Retired Rising Main Pipeline
  - Rural Irrigation
  - - - Retired Rural Irrigation
  - Channel
  - - - Retired Channel
  - Irrigation Outlet
  - - - Retired Irrigation Outlet
  - Domestic and Stock Outlet
  - - - Retired Domestic and Stock Outlet
  - Rural Drainage
  - - - Retired Rural Drainage
  - Gravity Pipeline
  - - - Retired Gravity Pipeline
  - Rising Main
  - - - Retired Rising Main
  - Channel
  - - - Retired Channel

**LOWER MURRAY WATER**  
 Property Inquiry  
 01/12/2022

**LMW DISCLAIMER:**

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

Note: The exact location of outlets newly installed or replaced under SMP may have not been verified. For further assistance please contact LMW.

GDA2020\_MGA\_Zone\_S4  
 © Lower Murray Urban  
 and Rural Water Corporation



## Statement of water entitlements on land

The information contained in this document may be incomplete or out-of-date if land parcel, licence or entitlement changes have not been updated in the Water Register. Information provided for each asset/service is limited to a brief summary – detailed information on each can be obtained by purchasing a **Copy of Record** from your water authority or from [www.waterregister.vic.gov.au](http://www.waterregister.vic.gov.au)

An **Information Statement** may also be requested from your water authority to show rates, charges and agreements relevant to the property (fees may apply).

Search criteria: WUL010451

### Land parcels

Map cannot be shown - one or more parcel descriptions cannot be found on Land Register.

- PCL024354 Lot 2 of Plan PS412215G (10456/208), HI 3 - HIZ, Impact zone HI 3 - HIZ, (Service Id: 47749)#
- PCL024355 Lot 2 of Plan LP138523 (9441/184), HI 3 - HIZ, Impact zone HI 3 - HIZ, (Service Id: 47749)#

#Parcel cannot be found on Land Register (VOTS)

### Land owners

- PTY035338 Terence Andrew Hunyadi  
PO BOX 339 MILDURA VIC 3502
- PTY035339 Judith Ann Hunyadi  
PO BOX 339 MILDURA VIC 3502

### Water services that would transfer with land transfers

- WUL010451 Water-use licence 130.9 ML AUL (Service ID: 47749)
- DSE011603 Delivery share 7.840 ML/7days, Merbein Irrigation District (Service ID: 47749)

### Service points

Outlet number	Type	Delivery system	Delivery rate <sup>ML/7days</sup>	Def.flow rate <sup>L/sec</sup>
215 (SP004819)	Delivery	Merbein Irrigation District	1.960	Refer to Authority
220 (SP004883)	Delivery	Merbein Irrigation District	1.960	Refer to Authority
405 (SP017855)	Delivery	Merbein Irrigation District	1.960	Refer to Authority
436 (SP020407)	Delivery	Merbein Irrigation District	1.960	Refer to Authority

**Total: 7.840 ML/7days**

- DRE012195 Drainage - Merbein Irrigation Area

### Other water assets and services linked to the land (transfer is optional)

**Note that these assets and services may not be under the same ownership as the land parcels.**

### Water shares

- WEE020387 Water Share 130.9 ML High Reliability, 7 VIC Murray - Barmah to SA (Service ID: 329355)  
Held by: Terence Andrew Hunyadi, Judith Ann Hunyadi

### Water allocations

- ABA0297XX Allocations 127.7 ML tradable, 7 VIC Murray - Barmah to SA (Service ID: 329355)  
Held by: Terence Andrew Hunyadi, Judith Ann Hunyadi

### Notes

1. There are one or more mortgages on water shares: WEE020387

\*pending 3 Lot boundary realignment to be completed before settlement

# Delivery share in property transactions

Important information for buying and selling land in a designated irrigation district

It is important to know about delivery share if you are buying land in an irrigation district

Before you enter into a contract of sale, check if there is delivery share on the property. You need to find out:

- The amount of delivery share attached to the land, expressed as a rate of megalitres over time.
- The tariffs and charges linked to the delivery share.
- Your options for increasing, decreasing or removing the delivery share to match your water use.

The rural water corporation that services your property can provide this information as an **information statement** for the property.

Ask your conveyancer to obtain an information statement and check for delivery share when preparing the **vendor statement** for the property transaction.

Who owns and pays for delivery share?

A delivery share is tied to the land, meaning that it stays with the land and automatically transfers to the new owner when the property is sold.

Delivery share is linked to fixed charges that must be paid regardless of water ownership or use. This reflects the fixed costs of operating and maintaining the shared channels, pumps, pipes and automated gates that make it possible to supply water for irrigation.

A property can have delivery share even if no water is owned or used on the land – for example, if the water share is permanently sold or temporarily traded.

Can I adjust or remove my delivery share?

You may be able to transfer delivery share to increase or decrease the amount on a property to match your needs. You can also remove all or part of the delivery share by termination. Terminating delivery share incurs fees which can be significant. Your water corporation can provide information on delivery share termination options and costs.

**It is important to think about your current and future needs for delivery share and associated costs when deciding whether to buy a property with delivery share.**

What about selling a property?

If you are selling land in an irrigation district you must disclose the amount of delivery share attached to potential buyers of the property.

If you are subdividing land, you can transfer delivery share between service outlets on the property to retain the amount of delivery share you need. Check with your rural water corporation to confirm the amount of delivery share on each service outlet.

Want to know more?

Rural water corporations manage delivery share and associated setting tariffs and charges, with reviews undertaken by the Essential Services Commission.

Check with your water corporation for more information about how delivery share is used and charged, for opportunities and the costs and processes to increase, transfer or terminate your delivery share.

For more information about delivery share and Victoria's water entitlement system go to [www.waterregister.vic.gov.au](http://www.waterregister.vic.gov.au).

© The State of Victoria Department of Environment, Land, Water and Planning 2021  
This work is licensed under a Creative Commons Attribution 4.0 International licence. You are free to re-use the work under that licence, on the condition that you credit the State of Victoria as author. The licence does not apply to any images, photographs or branding, including the Victorian Coat of Arms, the Victorian Government logo and the Department of Environment, Land, Water and Planning (DELWP) logo. To view a copy of this licence, visit <http://creativecommons.org/licenses/by/4.0/>

#### Disclaimer

This publication may be of assistance to you but the State of Victoria and its employees do not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this publication.

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

#### Accessibility

If you would like to receive this publication in an alternative format, please telephone the DELWP Customer Service Centre on 136186, email [customer.service@delwp.vic.gov.au](mailto:customer.service@delwp.vic.gov.au), or via the National Relay Service on 133 677 [www.relayservice.com.au](http://www.relayservice.com.au). This document is also available on the internet at [www.delwp.vic.gov.au](http://www.delwp.vic.gov.au).



Environment,  
Land, Water  
and Planning

# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 November 2022 09:48 AM

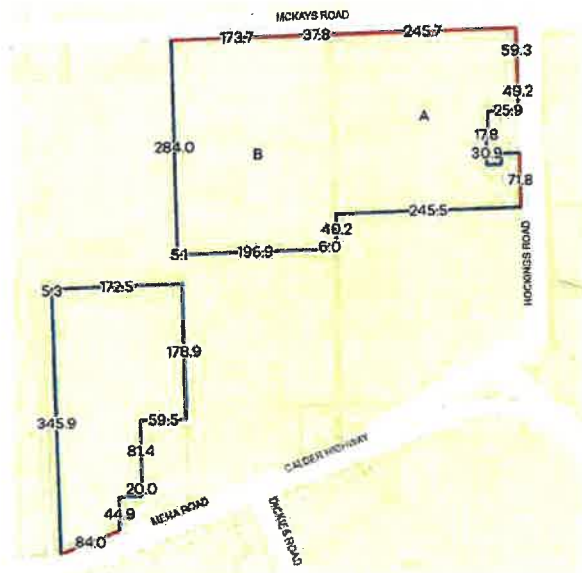
## PROPERTY DETAILS

Address: **51 MCKAYS ROAD BIRDWOODTON 3505**  
Lot and Plan Number: **This property has 2 parcels. See table below**  
Standard Parcel Identifier (SPI): **See table below**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **23314**  
Directory Reference: **Vicroads 3 C5**

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

## SITE DIMENSIONS

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



**Area:** 162163 sq. m (16.22 ha)

**Perimeter:** 2618 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.

8 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 2 LP138523	2\LP138523
B Lot 2 PS412215	2\PS412215

## 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



Environment,  
Land, Water  
and Planning

## PLANNING INFORMATION

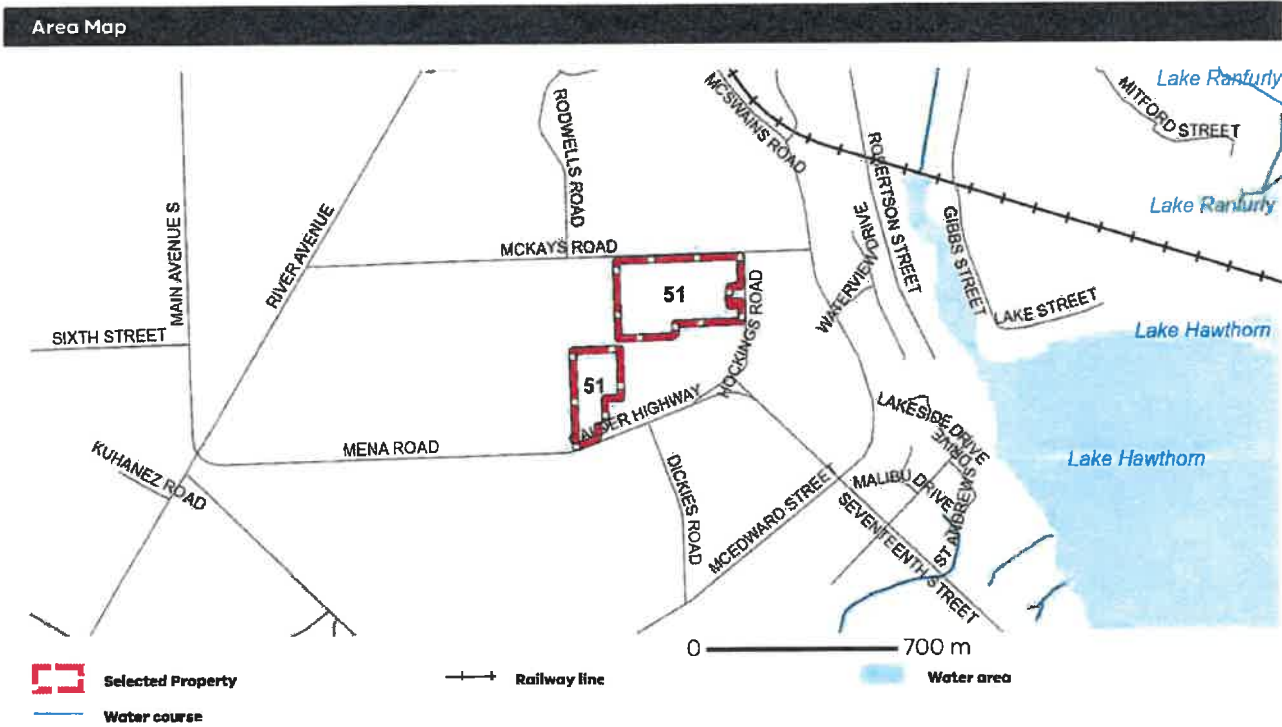
Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

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

Planning Property Reports can be found via these two links

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

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



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 November 2022 09:50 AM

## PROPERTY DETAILS

Address: **51 MCKAYS ROAD BIRDWOODTON 3505**  
 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: **23314**  
 Planning Scheme: **Mildura**  
 Directory Reference: **Vicroads 3 C5**

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

[Planning Scheme - Mildura](#)

This property has 2 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**

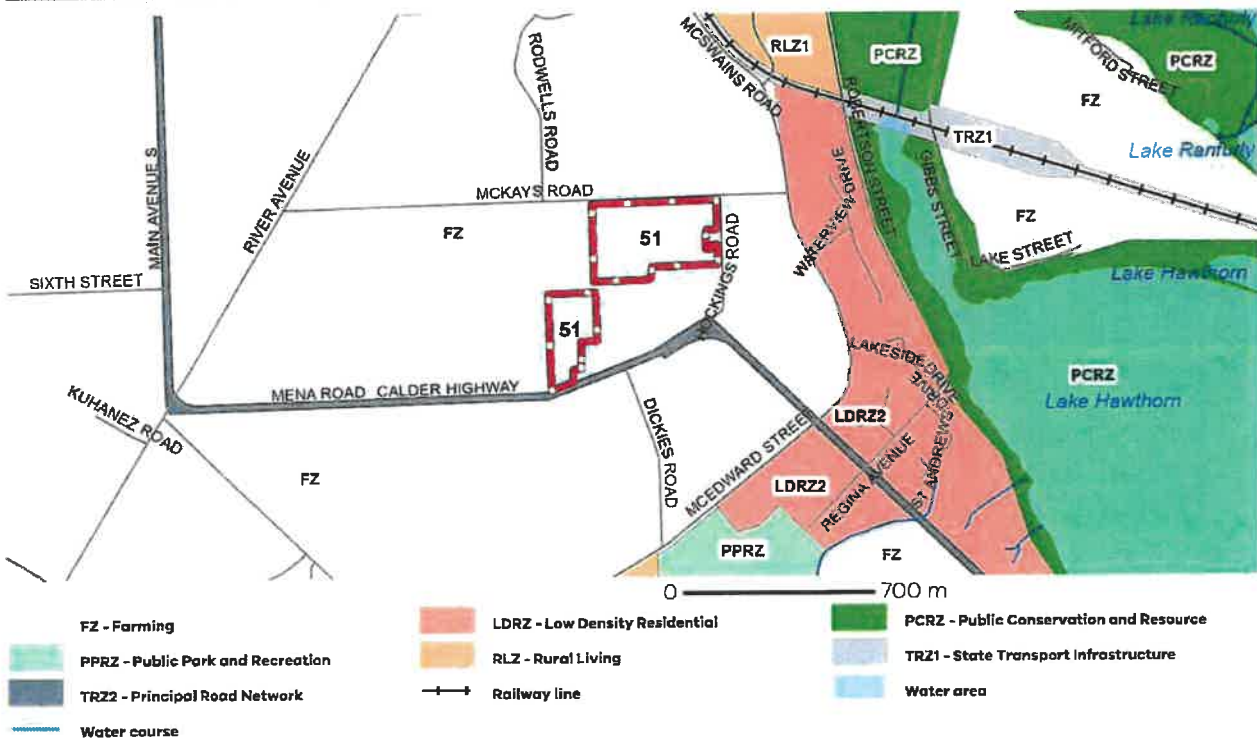
## OTHER

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

[View location in VicPlan](#)

## Planning Zones

[FARMING ZONE \(FZ\)](#)  
[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)



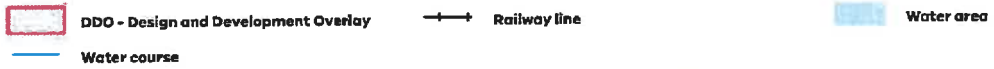
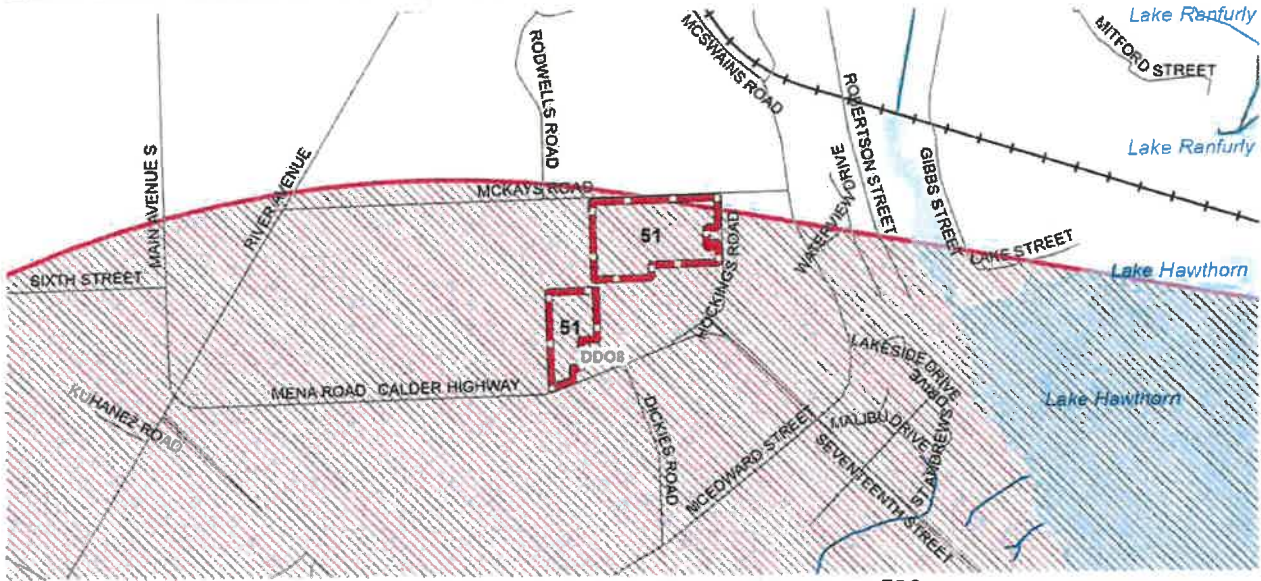
Note labels for zones may appear outside the actual zone - please compare the labels with the legend

Copyright © - State Government of Victoria  
 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://www.vic.gov.au/our-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)

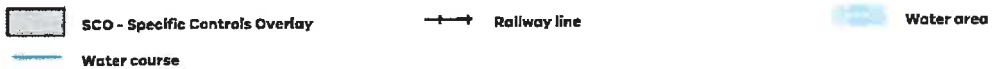
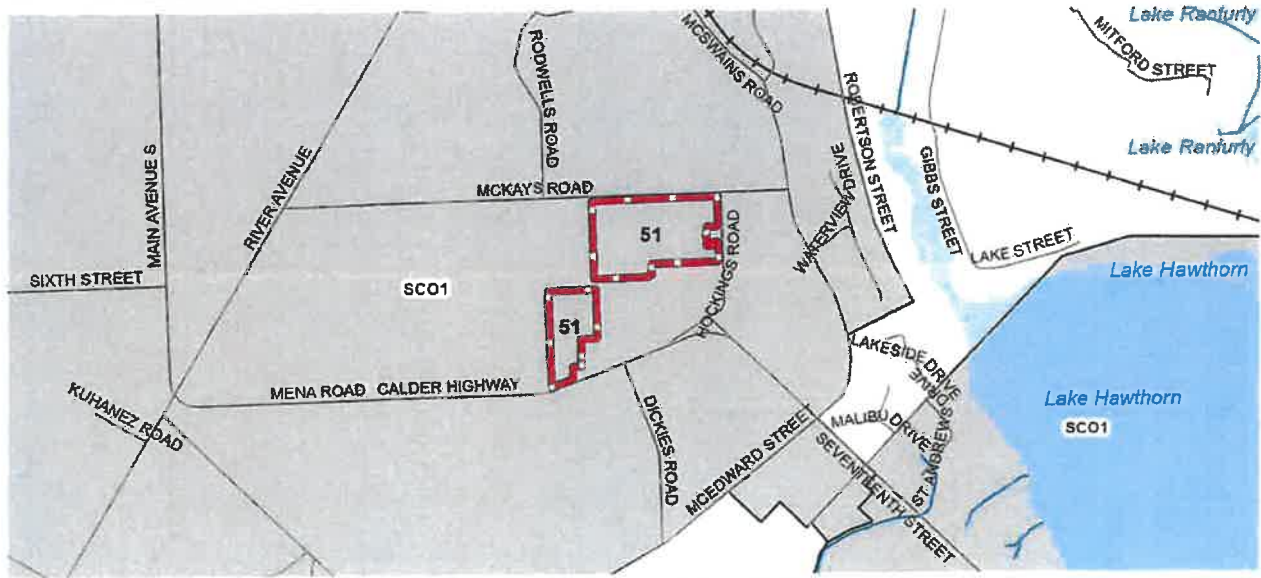
## Planning Overlays

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

SPECIFIC CONTROLS OVERLAY (SCO)  
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



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

Copyright © - State Government of Victoria  
 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 <http://www.vic.gov.au/property-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 Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO)

DEVELOPMENT PLAN OVERLAY (DPO)

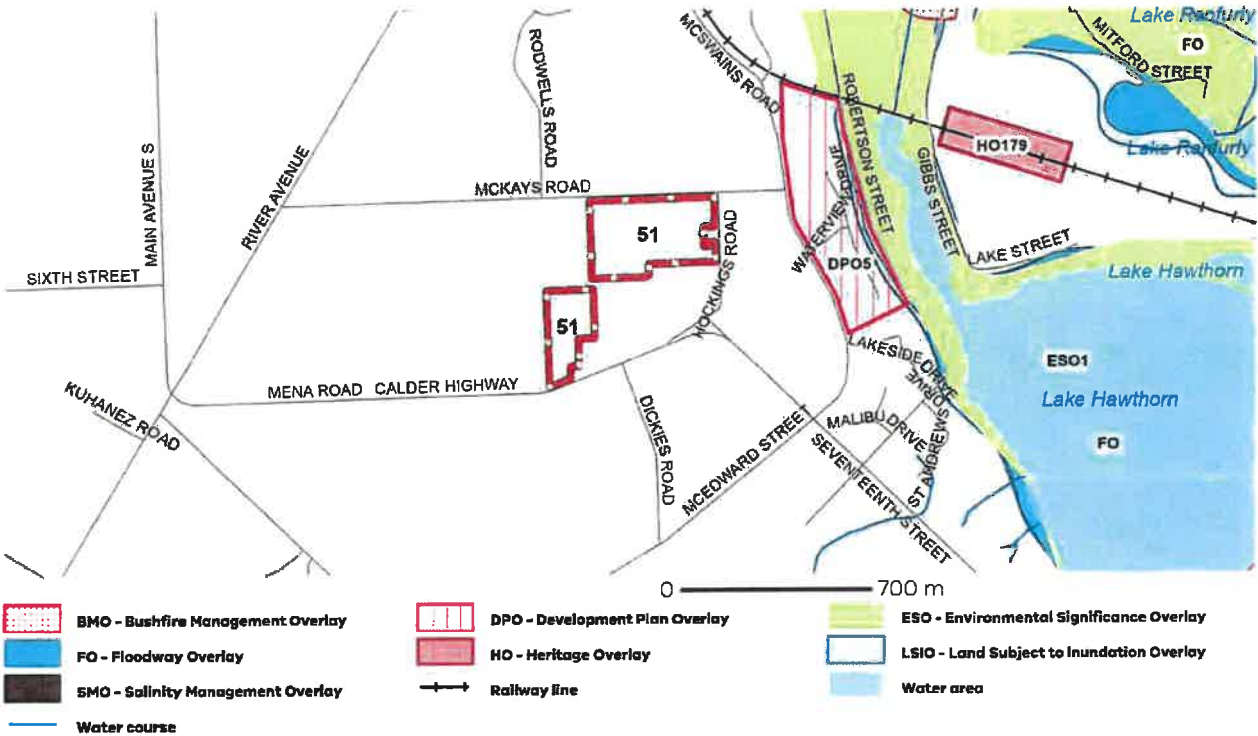
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

FLOODWAY OVERLAY (FO)

HERITAGE OVERLAY (HO)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

SALINITY MANAGEMENT OVERLAY (SMO)



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 8 November 2022.

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>



# 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.

## **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.