



VENDORS STATEMENT

PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

VENDOR: Hamish Peter McBryde and Nicolle Anne McBryde

PROPERTY: 2 Largo Drive, Nichols Point VIC 3501

VENDORS REPRESENTATIVE

Kasey Osborne

Phone: 0418 648 327

Address: PO Box 52 Mildura VIC 3502

Email: kasey@crossborder.com.au

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	2 LARGO DRIVE, NICHOLS POINT VIC 3501 Being Lot 6 on Plan of Subdivision 911510W and being all of the land contained in Certificate of Title Volume 12596 Folio 317	
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Vendor's name	Hamish Peter McBryde	Date
		/ /
Vendor's signature		30-09-2026
		

Vendor's name	Nicolle Anne McBryde	Date
		/ /
Vendor's signature		30-09-2026
		

Purchaser's name		Date
		/ /
Purchaser's signature		

Purchaser's name		Date
		/ /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed:

\$6,500.00

Authority	Amount	Interest (if any)
(1) Mildura Rural City Council	See attached	
(2) Lower Murray Water	See attached	

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

\$0.00	To	
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Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 110 – Detached Dwelling
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):
- ☒ Is in the attached copies of title document/s
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
- 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 within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 Planning Scheme

- ☒ Attached is a certificate with the required specified information.
- ☒ The required specified information is as follows:
- | | |
|-----------------------------------|---------------------------------------|
| (a) Name of planning scheme | Mildura Planning Scheme |
| (b) Name of responsible authority | Mildura Rural City Council |
| (c) Zoning of the land | See attached planning property report |
| (d) Name of planning overlay | See attached planning property report |

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:

NIL

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:

NIL

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):

- ☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☒	Water supply ☐	Sewerage ☐	Telephone services ☒
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9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the *Planning and Environment Act* 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which

there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

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)

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



Mildura Rural City Council

Rate and Valuation Notice

For the period 1 July 2026 to 30 June 2027



Mr H P & Mrs N A McBryde
PO Box 48
NICHOLS POINT VIC 3501



033
I004182
DLX1_18959

Tax Invoice

ABN 42 498 937 037

Assessment No: 415697

Date of Issue: 30 July 2026

PROPERTY LOCATION - DESCRIPTION - VALUATIONS

2 Largo Drive NICHOLS POINT VIC 3501

Lot 6 PS 911510W

AVPCC: 117 - Residential Rural/Rural Lifestyle

Capital Improved Value: [REDACTED]

Site Value [REDACTED]

Net Annual Value: [REDACTED] Valuation Date: 1 January 2026

PAYMENTS DUE

Instalment 1 of 4

Instalment 1
Due 30 September 2026 **\$1,281.96**

Instalment 2
Due 30 November 2026 **\$1,281.98**

Instalment 3
Due 28 February 2027 **\$1,281.98**

Instalment 4
Due 31 May 2027 **\$1,281.98**

RATES AND CHARGES

Residential Rate	0.00428732	995000	\$4,265.88
Waste Management	550.88	1	\$550.88

STATE GOVERNMENT EMERGENCY SERVICES AND VOLUNTEERS FUND

Residential ESFV Levy (Fixed)	139.00	1	\$139.00
Residential ESFV Levy (Variable)	0.00017300	995000	\$172.14

TOTAL AMOUNT

\$5,127.90

EMERGENCY SERVICES AND VOLUNTEERS FUND
Mildura Rural City Council is legislated under
Emergency Services and Volunteers Fund Act 2012 to
collect these levies on behalf of the State Government.



To have your notices emailed
Register at mildura.enotices.com.au
Reference No: 545FCCD8ER

Payment Slip

Tear off this slip and return it with your payment

Mr H P & Mrs N A McBryde
2 Largo Drive NICHOLS POINT VIC 3501
Assessment No: 415697

1st Instalment: \$1,281.96



Biller code: 93922
Ref: 4156972

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

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

Internal Use Only





CHANGE OF NAME, ADDRESS OR OWNERSHIP

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

LATE PAYMENT INTEREST AND PENALTIES

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

ALLOCATION OF PAYMENTS

Payments received will be allocated as follows:

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

PAYMENT PLANS AND HARDSHIP

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

PENSION CONCESSION

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

SINGLE FARM ENTERPRISE

An exemption from paying the Emergency Services and Volunteers Fund fixed charge more than once may apply if multiple properties form a Single Farm Enterprise.

PROPERTY OWNER NAME

McBryde, Hamish Peter
McBryde, Nicolle Anne

RATE NOTICE APPEAL

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

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

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

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

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

RATE CAPPING

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

PRIVACY INFORMATION

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

RATE COMPARISON TABLE

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

Rating Category	Rate in \$	Capital Improved Value	General Rates
Residential	\$0.00428732	995,000	4,265.88
Business	\$0.00600225	995,000	5,972.24
Dryland Farm	\$0.00321549	995,000	3,199.41
Irrigated Farm	\$0.00385859	995,000	3,839.30

AVPCC

An Australian Valuation Property Classification Code is applied to each property to determine land use classification for Emergency Services and Volunteers Fund purposes.

NOTICE OF VALUATION

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

VICTORIAN GOVERNMENT'S NEW EMERGENCY SERVICES AND VOLUNTEERS FUND (ESVF)

The ESVF replaces the Fire Services Property Levy and is an annual charge imposed by the Victorian Government on all Victorian properties. Victorian councils are bound to collect this levy on behalf of the government, which is reflected in the rates notices property-owners receive.

The owner of the land may apply for a waiver, deferral or concession in respect of the leviable land under s.27 of the Act for rateable land and s.28 for non rateable residential land.

For further information visit sro.vic.gov.au/esvf or call 1300 819 033.

GOT QUESTIONS?

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

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

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

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

How to pay

IN PERSON

Visit any of Council's Service Centres to pay.

DIRECT DEBIT

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

AUSTRALIA POST

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



Instalment *41 4156972

®Registered to BPAY Pty Ltd
ABN 69 079 137 518

Bill code: 0041
Ref: 4156972

CENTREPAY

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

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



LOWER MURRAY WATER

ABN 18 475 808 826



www.lmw.vic.gov.au
contactus@lmw.vic.gov.au

URBAN ACCOUNT

Date Of Issue 15/07/2026

Invoice # 551725

Account No: 145200-01

Amount Due: \$804.76

Due Date: 21-AUG-2026

Tariffs and Charges Notice
1st Quarter 2026/27
01/07/2026 - 30/09/2026

POST *850 145200010 80476

759736-004 003331(7755) U
MR HP MCBRYDE & MRS NA MCBRYDE
2 LARGO DRIVE
NICHOLS POINT VIC 3501

Property Address : 2 LARGO DR NICHOLS POINT VIC 3501
Lot 6 PS 911510W Vol 12596 Fol 317

Sewerage Service Tariff
Water Service Tariff
Water by Measure Chg-Info on reverse

Charges
\$152.85
\$64.43
\$587.48

TOTAL OWING \$804.76

Paid Bpaid.
18/08
Rec: 14/12/856B

New tariff rates have been applied from 1 July 2026. For more info go to www.lmw.vic.gov.au/billing-and-charges
Payments/Credits since last Notice \$1,495.32

Payment Slip - Methods of Payment

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

145200-01
2 LARGO DR NICHOLS POINT VIC 3501



Direct Debit
Please contact your local office



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



Billpay Code: 0850
Ref: 1452 0001 0

Pay in person at any Post Office



*850 145200010 80476

Amount Due **\$804.76**

\$804.76



Biller Code: 78477
Ref: 1452 0001 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

Payment Ref: 1452 0001 0



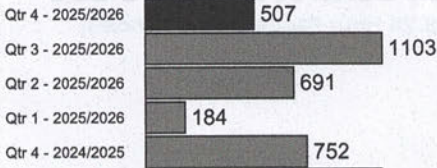
By Phone
Pay by phone: (03) 8672 0582
Standard call charges apply.

See reverse for
In Person and By Mail options

50kl @ \$0.5372 STEP1 RATE + 50kl @ \$0.9779 STEP2 RATE + 407kl @ \$1.2573 STEP3 RATE = \$587.48
Average Daily Consumption: 5.6333kL

METER DETAILS - Meter/s read on 09-06-2026

Meter No.	Size(mm)	Current Read	Previous Read	Consumption	(Charged)
24W043800	20	4220	3713	507	507



These services are GST-free.

Account Information

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

Payment Assistance

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

These options can be accessed by contacting your local office.

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

Concession Rebates

Concession rebates are available for the following customers:

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

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

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

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

Water Quality - Irrigation and Rural Supply Districts

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

Water Meters / Meter Failure

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

Utility Relief Grant Scheme

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

Energy and Water Ombudsman (Victoria)

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

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

Interpreter Service

For Interpreter Service please call the number below.

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

Tercümanlık servisi için aşağıdaki telefon numarasını arayınız.

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

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

Za usluge tumača molimo nazovite donji broj.

Για υπηρεσία διερμηνέων, παρακαλώ τηλεφωνηστέ στον κατώτερω αριθμό.

13 14 50

16/07/2026 - Record 10273-keyword_report_printec8634e841d84211ac1a56902edb97b6_2026_07_16_03_38_25_1294.xml



Payment Slip - Methods of Payment
Online at www.lmw.vic.gov.au - Pay your Account



In Person

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

Mildura (Head Office):
741-759 Fourteenth Street Mildura

Swan Hill (Area Office):
73 Beveridge Street Swan Hill

Kerang (Area Office):
56 Wellington Street Kerang



By Mail

Make remittances payable to:

Lower Murray Water
(cross cheques Not Negotiable)

Send to: PO Box 1438 Mildura Vic 3502

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

Have you recently changed your mailing address?

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

Name:

Reference No:

New Address:

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

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

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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

VOLUME 12596 FOLIO 317

Security no : 124138607136X
Produced 15/09/2026 01:24 PM

LAND DESCRIPTION

Lot 6 on Plan of Subdivision 911510W.
PARENT TITLE Volume 12565 Folio 121
Created by instrument PS911510W 13/02/2025

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
NICOLLE ANNE MCBRYDE
HAMISH PETER MCBRYDE both of 2 LARGO DRIVE NICHOLS POINT VIC 3501
AZ028368G 04/04/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ028369E 04/04/2025
NATIONAL AUSTRALIA BANK LTD

COVENANT AZ028368G 04/04/2025

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
AY712222G 16/12/2024

AGREEMENT Section 173 Planning and Environment Act 1987
AY714022E 16/12/2024

DIAGRAM LOCATION

SEE PS911510W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 2 LARGO DRIVE NICHOLS POINT VIC 3501

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 07/04/2025

DOCUMENT END

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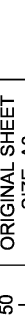
Document Type	Plan
Document Identification	PS911510W
Number of Pages (excluding this cover sheet)	2
Document Assembled	15/09/2026 13:25

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PLAN OF SUBDIVISION			EDITION 1		PS911510W	
LOCATION OF LAND PARISH: MILDURA TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 5 (PART) TITLE REFERENCE: VOL. 9899 FOL. 126 LAST PLAN REFERENCE: PS911509F (LOT C) POSTAL ADDRESS: 147 FIFTH STREET (at time of subdivision) NICHOLS POINT 3501 MGA CO-ORDINATES: E: 610670 ZONE: 54 (of approx centre of land in plan) N: 6214200 GDA 2020			Council Name: Mildura Rural City Council Council Reference Number: 007.2022.00000039.002 Planning Permit Reference: 005.2022.00000039.001 SPEAR Reference Number: S205636H Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made Digitally signed by: Adrian Symens for Mildura Rural City Council on 18/09/2024 Statement of Compliance issued: 19/12/2024			
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		OTHER NOTATIONS		
R1 RESERVE No.1 RESERVE No.2		MILDURA RURAL CITY COUNCIL MILDURA RURAL CITY COUNCIL POWERCOR AUSTRALIA LTD				
NOTATIONS						
DEPTH LIMITATION DOES NOT APPLY.						
SURVEY: This plan is ~~is not~~ based on survey. STAGING: This ~~is~~ is not a staged subdivision. Planning Permit No. 005.2022.00000039.001 This survey has been connected to permanent marks No(s). 324, 936, 1028, 86H45 In Proclaimed Survey Area No.						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
 MILDURA: 137 LIME AVENUE. PO BOX 10039 VIC 3502. PHONE: (03) 50236239			SURVEYORS FILE REF: M1302/2 Digitally signed by: Joshua Brice, Licensed Surveyor, Surveyor's Plan Version (3), 15/07/2024, SPEAR Ref: S205636H		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 Land Use Victoria Plan Registered 09:02 AM 13/02/2025 Assistant Registrar of Titles	

 pricemerrett CONSULTING		MILDURA - 137 LINE AVENUE. PO BOX 10039 VIC 3502. PHONE: (03) 50236239	
SCALE 1:1250	12.5 0 12.5 25 37.5 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
Digitally signed by: Joshua Brice, Licensed Surveyor, Surveyor's Plan Version (3), 15/07/2024, SPEAR Ref: S205636H		Digitally signed by: Mildura Rural City Council, 18/09/2024, SPEAR Ref: S205636H	



Department of Transport and Planning

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Produced 28/09/2026 04:07:19 PM

Status	Registered	Dealing Number	AA010625
Date and Time Lodged	18/02/2025 08:07:54 AM		

Lodger Details

Lodger Code	23312Y
Name	ALLSTATE CONVEYANCING SERVICES PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	5 Sons Vineyards (Co

APPLICATION TO REQUEST ACTION BY THE REGISTRAR

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

Privacy Collection Statement

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Estate and/or Interest

Land Title Reference

Instrument and/or legislation

ACTION - RETAIN MCP
Transfer of Land Act - section 91A

Applicant(s)

Name	5 SONS VINEYARDS PTY LTD
Address	
Street Number	80
Street Name	FIRST
Street Type	STREET
Locality	NICHOLS POINT
State	VIC
Postcode	3501

Additional Details

Refer Image Instrument



Department of Transport and Planning

Electronic Instrument Statement

The applicant requests the action by the Registrar.

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 law and any Prescribed Requirement.

Executed on behalf of	5 SONS VINEYARDS PTY LTD
Signer Name	SALLY ANNE MCGLASHAN
Signer Organisation	ALLSTATE CONVEYANCING SERVICES PTY LTD
Signer Role	CONVEYANCING PRACTICE
Execution Date	18 FEBRUARY 2025

File Notes:

NIL

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Statement End.

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Document Type	Instrument
Document Identification	AA010625
Number of Pages (excluding this cover sheet)	2
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Memorandum of common provisions
Restrictive covenants in a transfer
Section 91A Transfer of Land Act 1958

Privacy Collection Statement

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Lodged by	
Name:	ALLSTATE CONVEYANCING SERVICES PTY LTD
Phone:	03 50235355
Address:	170 Eighth Street, Mildura Vic 3500
Reference:	22892
Customer code:	23312Y

This memorandum contains provisions which are intended for inclusion in transfers of land under the Transfer of Land Act 1958 to be subsequently lodged for registration.

Operative words including words to bind the burdened land and words of annexation must not be included.

Provisions to apply to the transfer:

Burdened land: THE LAND
The land being transferred.

Benefited land: Certificate's of Title Volume 12596 Folio's 312-318 (inclusive)
The benefited land does not include the land being transferred.
Set out the specific folios, range of folios or some or all the lots in the registered plan(s) or plan(s) to be lodged for registration that take the benefit of the covenants.

Covenants: AND THE SAID transferee for themselves and their transferees the registered proprietors for the time being of the land transferred and every part thereof DO HEREBY as a separate covenant COVENANT with the said 5 Sons Vineyards Pty Ltd (ACN 655 026 118) and the other registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision 911510W and every part thereof (other than the land hereby transferred as follows:-

- a) They will not erect or cause or suffer to be erected or allow to remain upon the said land more than one main residential building and that such building and lot or any part thereof shall not be further subdivided under the provisions of the Subdivisions Act 1988 or any amendment, medication or re-enactment of or substitution of that Act.
- b) They will not erect or cause of suffer to be erected or allow to remain upon the said land and dwelling house (except for the usual outbuildings) with more than fifty per centum of the external walls of any material other than brick (which definition shall not be extended to mean mud-brick), brick veneer or stone or rendered finish and shall not roof such dwelling with material other than tiles, colourbond steel or zinc steel or aluminium and such roof shall not be pitched at an angle less than twenty degrees and shall not erect or cause or suffer to be erected or allow to remain upon the said land any carport or garage other than under the main roof line of the said dwelling house.

35392012A V3

- 1. The provisions are to be numbered consecutively from number 1.
- 2. Further pages may be added but each page should be consecutively numbered.
- 3. To be used for the inclusion of provisions in instruments.

91ATLA

Page 1 of 2

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

- c) They will not erect or cause or suffer to be erected or allow to remain upon the said land any transportable, prefabricated or moveable dwelling house or any existing dwelling house moved in whole or in part from another site or place of construction.
- d) They will not erect or cause or suffer to be erected or allow to be erected any fence other than a fence of aluminium height of 1.80 metres constructed from double side colourbond and Monument in colour and any post and rail for such fence Monument in colour.
- e) They will not cause or suffer to be erected or allow to remain erected any fence
 - a) On the rear boundary or any side boundary within the building alignment of the said lot other than a fence as prescribed in d) above
 - b) On the front boundary of any lot including a lot that has a frontage to two roads (a "corner" lot) within 3 metres of such front boundary.
- f) They shall not use or permit or suffer to be used or allow to be used the said land or any part thereof for any purpose other than residential purposes and they shall not be permitted to store any materials, vehicles including but not limited to, truck, semi-trailers of any type other than goods or materials or motor vehicles commonly stored at or on residential premises.
- g) They shall not landscape and maintain all gardens, lawns and garden beds on the said land other than to a good standard having regard to the amenity of the area being all lots on the said Plan of Subdivision.

AND IT IS HEREBY AGREED AS FOLLOWS

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

Expiry:

Optional.

Specify the date the covenants are to expire or if the covenants are to expire on the happening of a particular event, specify the event. If the expiry only applies to particular covenants or specific lots/folios, this must be clearly specified.



Department of Transport and Planning

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Produced 15/09/2026 01:24:59 PM

Status	Registered	Dealing Number	AY712222G
Date and Time Lodged	16/12/2024 03:23:43 PM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	124514-00864

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

12565/121

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

Additional Details



Department of Transport and Planning

Electronic Instrument Statement

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 law and any Prescribed Requirement.

Executed on behalf of	MILDURA RURAL CITY COUNCIL
Signer Name	MICHAEL JAMES DOWLING
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	16 DECEMBER 2024

File Notes:

NIL

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Statement End.

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Document Type	Instrument
Document Identification	AY712222G
Number of Pages (excluding this cover sheet)	12
Document Assembled	15/09/2026 13:24

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Russell Kennedy

MILDURA RURAL CITY COUNCIL

and

5 SONS VINEYARDS PTY LTD

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

Land: 151 Fifth Street, Nichols Point, VIC 3501

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 18, 500 Bourke Street, Melbourne VIC 3000 Australia PO Box 5146, Melbourne VIC 3001 Australia
T +61 3 9609 1555 F +61 3 9609 1800 E info@rk.com.au russellkennedy.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

Ref FZH 124514-00864

An international member of

Ailly Law

© Russell Kennedy Pty Ltd

THIS AGREEMENT is dated **Tuesday 22 October**

2024

PARTIES

- 1 MILDURA RURAL CITY COUNCIL**
of 76 Deakin Avenue, Mildura, VIC 3500
(Council)
- 2 5 SONS VINEYARDS PTY LTD (ACN 655 026 118)**
of 162-164 Lime Avenue, Mildura, VIC 3500
(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** Conditions 8 and 29 of the Permit provides as follows:

"(8) Prior to issue of Statement of Compliance of stage 2 and all the subsequent stages, 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:

a. All new dwellings must be setback a minimum of 10 metres from the front boundary.

This agreement is to be registered on the title to all lots within the subdivision allowed under this permit 005.2022.00000039.001 and any cost associated with the preparation of the agreement must be borne by the owner.

(29) Prior to the issue of a Statement of Compliance of stage 3 and 4, 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:

a. Designated service vehicle turn around area for stage 3 (as per the endorsed road design plan) must remain accessible for use by kerbside collection vehicles until Statement of Compliance has been issued for stage 4 of the subdivision.

b. Designated service vehicle turn around area for stage 4 (as per the endorsed road design plan) must remain accessible for use by kerbside collection vehicles until Statement of Compliance has been issued for stage 5 of the subdivision.

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** The Land is encumbered by mortgage number AV462081P in which NATIONAL AUSTRALIA BANK LTD is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E** This Agreement has been entered into in order to:
 - (i) comply with conditions 8 and 29 of the Permit;
 - (ii) prohibit, restrict or regulate the use or development of the Land;

- (iii) achieve and advance the objectives of planning in Victoria and the objectives of the Scheme in relation to the Land.

F 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* (Vic).
- (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) **Designated Service Vehicle Turn Area** means the Designated Service vehicle Turn Area referred to in condition 29 of the Permit.
- (f) **Endorsed road design plan** means the road design plan endorsed by Council which forms part of the Endorsed Plan.
- (g) **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.
- (h) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- (i) **GST** means the goods and services tax as provided for by the GST Law.
- (j) **GST Law** means the GST Act and any associated legislation including without limitation delegated legislation.
- (k) **Input Tax Credit** in relation to a supply, means a credit under the GST Act for the GST payable by the recipient in respect of the supply.
- (l) **Land** means the land known as 151 Fifth Street, Nichols Point, VIC 3501 being the whole of the land more particularly described in certificate of title ~~volume 09889 folio 126.~~ volume 12565 folio 121. RK
- (m) **Lot** has the meaning as set out in the *Subdivision Act 1988*.
- (n) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar as mortgagee of the Land or any part of it.
- (o) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in fee simple in the Land or any part thereof, and includes a mortgagee in possession.
- (p) **Permit** means Planning Permit 005.2022.00000039.001 issued in respect of the Land by Council on 05 July 2022 allowing for "Multi Lot Staged Residential Subdivision" in accordance with the Endorsed Plans.

- (q) **Register** means the register of land kept and maintained by the Registrar pursuant to the *Transfer of Land Act 1958* (Vic).
- (r) **Registrar** means the Registrar of Titles for the purpose of the *Transfer of Land Act 1958* (Vic).
- (s) **Scheme** means the Mildura Planning Scheme or any other planning scheme which applies to the Land from time to time.
- (t) **Tax Invoice** in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

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 ends or may be amended in accordance with the Act.

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 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 New Dwellings

The Owner covenants and agrees that there must be a minimum setback of 10 metres from the front boundary for all new Dwellings.

4.2 Designated Service Vehicle Turn Area

The Owner covenants and agrees that:

- 4.2.1 until a Statement of Compliance has been issued for stage 4 of the subdivision, the Designated Service Vehicle Turn Area for stage 3 must remain accessible for kerbside collection vehicles as per the Endorsed road design plan; and
- 4.2.2 until a Statement of Compliance has been issued for stage 5 of the subdivision, the Designated Service Vehicle Turn Area for stage 4 must remain accessible for kerbside collection vehicles as per the Endorsed road design plan.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 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:

- 4.8.1 to allow the Council its officers, employees, agents, workmen and contractors to enter the Land and rectify the non-compliance;
- 4.8.2 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;
- 4.8.3 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;
- 4.8.4 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:

- 4.8.5 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;
- 4.8.6 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;
- 4.8.7 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

- 4.8.8 If the Owner executes a mortgage as required by clause 4.8.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.9 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.

4.10 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.

4.11 Owner's warranty

The Owner warrants and covenants that:

- 4.11.1 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;
- 4.11.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under the *Transfer of Land Act 1958* (Vic);
- 4.11.3 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;
- 4.11.4 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 the *Transfer of Land Act 1958* (Vic); and
- 4.11.5 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 GOODS AND SERVICES TAX

5.1 Definitions and expressions

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

5.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

5.3 Liability to pay any GST

Subject to clause 5.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount (**Recipient**) must pay to the other party (**Supplier**) a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

5.4 Tax Invoice

A party's right to payment under clause 5.3 is subject to a Tax Invoice being delivered to the Recipient.

6 GENERAL

6.1 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 2020* (Vic), 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.

6.2 Time of the essence

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

6.3 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.

6.4 Enforcement and severability

6.4.1 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.

6.4.2 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.

7 NOTICES

7.1 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:

7.1.1 personally on the person;

- 7.1.2 by leaving it at the person's address set out in this Agreement;
- 7.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 7.1.4 by email to the person's current email address notified to the other party; or
- 7.1.5 by facsimile to the person's current number notified to the other party.

7.2 Time of service

A notice or other communication is deemed served:

- 7.2.1 if served personally or left at the person's address, upon service;
- 7.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six Business Days after posting;
- 7.2.3 if sent by email, subject to clause 7.2.5, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000* (Vic);
- 7.2.4 if served by facsimile, subject to clause 7.2.5, 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
- 7.2.5 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.

7.3 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.

8 INTERPRETATION

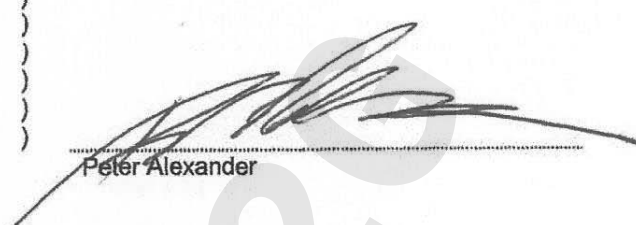
In this Agreement, unless the contrary intention appears:

- 8.1 the singular includes the plural and vice versa;
- 8.2 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;
- 8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 8.5 words importing one gender include other genders;
- 8.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 8.7.1 two or more parties; or

- 8.7.2 a party comprised of two or more persons,
is made or given and binds those parties or persons jointly and severally;
- 8.8 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;
- 8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 8.10 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;
- 8.11 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;
- 8.12 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;
- 8.13 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)
PETER ALEXANDER in the exercise of a)
power conferred by Instrument of Delegation)
S6 dated March 2024 in the presence of:)

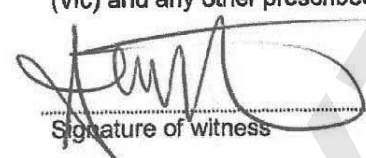

Peter Alexander

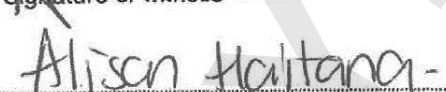
*[If witnessing in person and not by audio
visual link, cross out the following
paragraphs]*

I confirm that:

- I witnessed **PETER ALEXANDER**
sign this document over audio visual
link;
- I am reasonably satisfied that the
document I am signing as witness is
the same document or a copy of the
document signed by **PETER
ALEXANDER**; and
- all requirements for witnessing the
signing of this document by **PETER
ALEXANDER** by audio visual link
have occurred on the same day,

in accordance with section 12 of the
Electronic Transactions (Victoria) Act 2000
(Vic) and any other prescribed requirements.


Signature of witness


Name of witness (print)


Usual address

Date: 22/10/24.

10

SIGNED SEALED AND DELIVERED by 5)
SONS VINEYARDS PTY LTD in accordance)
with section 127(1) of the *Corporations Act*)
2001 (Cth) by being signed by the authorised)
person:)


Sole director and sole company secretary

CRAIG BURFORD
Full name

80 FIRST ST NICHOLS POINT VIC
Usual Address

Date: 06.11.24

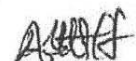
AY71222

MORTGAGEE'S CONSENT

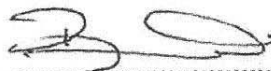
NATIONAL AUSTRALIA BANK LTD as Mortgagee under Mortgage No. AV462081P which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: 25/09/2024

Executed by **NATIONAL AUSTRALIA BANK LTD**


.....
Signature of authorised officer

Abecha Alfred Bosco Level 3
.....
Name and title of authorised officer


.....
Witness signature BENJAMIN HUNT
BUSINESS BANKING
MANAGER

.....
Witness name



Department of Transport and Planning

Electronic Instrument Statement

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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 15/09/2026 01:25:00 PM

Status	Registered	Dealing Number	AY714022E
Date and Time Lodged	16/12/2024 05:08:02 PM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	124514-00864

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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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

12565/121

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

Additional Details



Department of Transport and Planning

Electronic Instrument Statement

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 law and any Prescribed Requirement.

Executed on behalf of	MILDURA RURAL CITY COUNCIL
Signer Name	MICHAEL JAMES DOWLING
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	16 DECEMBER 2024

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

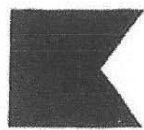
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AY714022E
Number of Pages (excluding this cover sheet)	14
Document Assembled	15/09/2026 13:25

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



Russell Kennedy

MILDURA RURAL CITY COUNCIL

and

**LOWER MURRAY URBAN AND RURAL
WATER CORPORATION**

and

5 SONS VINEYARDS PTY LTD

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

Land: 151 Fifth Street, Nichols Point, VIC 3501

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 18, 500 Bourke Street, Melbourne VIC 3000 Australia PO Box 5146, Melbourne VIC 3001 Australia
T +61 3 9609 1555 F +61 3 9609 1600 E Info@rk.com.au russellkennedy.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

Ref FZH 124514-00864

An international member of

Ailly Law

© Russell Kennedy Pty Ltd

THIS AGREEMENT is dated **Tuesday 22 October**

2024

PARTIES

- 1 MILDURA RURAL CITY COUNCIL**
of 76 Deakin Avenue, Mildura, VIC 3500
(Council)
- 2 LOWER MURRAY URBAN & RURAL WATER CORPORATION**
of 741-759 Fourteenth Street, Mildura, VIC 3500
(Lower Murray Water)
- 3 5 SONS VINEYARDS PTY LTD (ACN 655 026 118)**
of 162-164 Lime Avenue, Mildura, VIC 3500
(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 41 of the Permit provides as follows:

"Prior to the issue of a Statement of Compliance the owner must enter into an Agreement with the Responsible Authority and Lower Murray Water made pursuant to Section 173 of the Planning and Environment Act 1987. As per Section 174, the Agreement must be under seal and must bind the owner to the following covenant which also must be specified in the Agreement: -

a. recognition by the owner that the lot created, when connection to sewerage is required, will be subject to a modified or "nonconventional" sewerage system;

b. that such modified system will include an obligation on the landowner to install a pump mechanism within the relevant allotment;

c. a requirement to provide to Lower Murray Water, before any works relating to the sewerage connection occur, plans to the satisfaction of Lower Murray Water of the proposed pump station and all related assets and connections;

d. that the landowner will be responsible for the purchase, installation, ongoing maintenance and any replacement of the individual property pump stations and related infrastructure;

e. that the individual pump stations will be operated at the cost of the landowner, including all costs of electricity or any other maintenance or operational cost;

f. that normal wastewater tariffs will apply;

The landowner must pay the costs of Lower Murray Water associated with the preparation, negotiation, execution and, if necessary, enforcement of such agreement.

The relevant agreement must be registered on the titles to the land (including individual lots created.

The Responsible Authority must make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act.

The owner must pay the costs of the preparation, execution and registration of the Section 173 Agreement."

- D The Land is encumbered by mortgage number AV462081P in which NATIONAL AUSTRALIA BANK LTD is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E This Agreement has been entered into in order to:
- (i) comply with condition 41 of the Permit;
 - (ii) prohibit, restrict or regulate the use or development of the Land;
 - (iii) achieve and advance the objectives of planning in Victoria and the objectives of the Scheme in relation to the Land.
- F 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* (Vic).
- (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) **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.
- (e) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- (f) **GST** means the goods and services tax as provided for by the GST Law.
- (g) **GST Law** means the GST Act and any associated legislation including without limitation delegated legislation.
- (h) **Input Tax Credit** in relation to a supply, means a credit under the GST Act for the GST payable by the recipient in respect of the supply.
- (i) **Land** means the land known as 151 Fifth Street, Nichols Point, VIC 3501 being the whole of the land more particularly described in certificate of title ~~volume 09899 folio 126~~ volume 12565 folio 121. RK
- (j) **Lot** has the meaning as set out in the *Subdivision Act 1988*.
- (k) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar as mortgagee of the Land or any part of it.
- (l) **Normal Wastewater Tariffs** means the standard rates at which Lower Murray Water charges for wastewater (sewerage) services of the type and standard required for the Land.

- (m) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in fee simple in the Land or any part thereof, and includes a mortgagee in possession.
- (n) **Permit** means Planning Permit 005.2022.00000039.001 issued in respect of the Land by Council on 05 July 2022 allowing for "Multi Lot Staged Residential Subdivision" in accordance with the Endorsed Plans.
- (o) **Pump Station** means an individual sewerage pump mechanism constructed or to be constructed on a Lot, which forms part of the sewerage system for that Lot.
- (p) **Register** means the register of land kept and maintained by the Registrar pursuant to the *Transfer of Land Act 1958* (Vic).
- (q) **Registrar** means the Registrar of Titles for the purpose of the *Transfer of Land Act 1958* (Vic).
- (r) **Scheme** means the Mildura Planning Scheme or any other planning scheme which applies to the Land from time to time.
- (s) **Tax Invoice** in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

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 ends or may be amended in accordance with the Act.

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 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

The Owner covenants and agrees that:

4.1 Proposed Pump Station

- 4.1.1 the Owner will not undertake any works in relation to the connection of a Lot to a sewerage system before providing plans to Lower Murray Water to the satisfaction of Lower Murray Water of the proposed Pump Station and all related assets and connections.

4.2 Non-Conventional Sewerage System

- 4.2.1 when a Lot requires connection to sewerage, those connections will be subject to a modified or 'non-conventional' sewerage system; and
- 4.2.2 the Owner must install a pump mechanism within the relevant Lot for the modified or 'non-conventional' sewerage system to the satisfaction of Lower Murray Water.

4.3 Individual Pump Stations

- 4.3.1 the Owner is responsible for the purchase, installation, ongoing maintenance, repair and any replacement of the Pump Station and its related infrastructure;
- 4.3.2 the Owner will pay all operation and maintenance costs of the Pump Station including any electricity costs.

4.4 Wastewater Tariff

- 4.4.1 Normal Wastewater Tariffs will apply for any wastewater and trade waste services supplied to the Land.

4.5 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.

4.6 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.

4.7 Payment of Council's and Lower Murray Water's costs

The Owner agrees to pay on demand to the Council and Lower Murray Water, the Council's and Lower Murray Water'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.

4.8 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.

4.9 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.

4.10 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 or Lower Murray Water (as the case may be) of a notice which

specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.10.1 to allow the Council or Lower Murray Water (as the case may be) its officers, employees, agents, workmen and contractors to enter the Land and rectify the non-compliance;
- 4.10.2 to pay to the Council or Lower Murray Water (as the case may be) on demand, the Council's reasonable costs and expenses (**Costs**) incurred as a result of the Owner's non-compliance;
- 4.10.3 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;
- 4.10.4 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:

- 4.10.5 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 or Lower Murray Water (as the case may be) in rectifying the Owner's non-compliance with this Agreement;
- 4.10.6 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 or Lower Murray Water (as the case may be) and then applied in repayment of the principal sum;
- 4.10.7 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
- 4.10.8 if the Owner executes a mortgage as required by clause 4.10.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.11 **Standard of works**

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

4.12 **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.

4.13 **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.

4.14 Owner's warranty

The Owner warrants and covenants that:

- 4.14.1 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;
- 4.14.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under the *Transfer of Land Act 1958* (Vic);
- 4.14.3 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;
- 4.14.4 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 the *Transfer of Land Act 1958* (Vic); and
- 4.14.5 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 GOODS AND SERVICES TAX

5.1 Definitions and expressions

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

5.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

5.3 Liability to pay any GST

Subject to clause 5.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount (**Recipient**) must pay to the other party (**Supplier**) a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

5.4 Tax Invoice

A party's right to payment under clause 5.3 is subject to a Tax Invoice being delivered to the Recipient.

6 GENERAL

6.1 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 2020* (Vic), 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.

6.2 Time of the essence

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

6.3 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.

6.4 Enforcement and severability

6.4.1 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.

6.4.2 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.

7 NOTICES

7.1 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:

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

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

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

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

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- 7.2.4 If served by facsimile, subject to clause 7.2.5, 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
- 7.2.5 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.

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In this Agreement, unless the contrary intention appears:

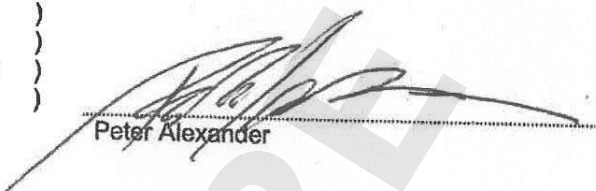
- 8.1 the singular includes the plural and vice versa;
- 8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 8.5 words importing one gender include other genders;
- 8.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 8.7.1 two or more parties; or
 - 8.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 8.8 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;
- 8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;

- 8.10 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;
- 8.11 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;
- 8.12 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;
- 8.13 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)
PETER ALEXANDER in the exercise of a)
power conferred by Instrument of Delegation)
S6 dated March 2024 in the presence of:)

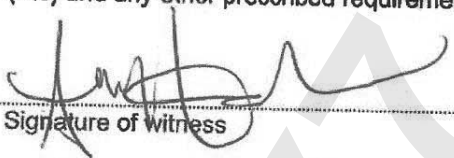
**[If witnessing in person and not by audio
visual link, cross out the following
paragraphs]**


Peter Alexander

I confirm that:

- I witnessed **PETER ALEXANDER** sign this document over audio visual link;
- I am reasonably satisfied that the document I am signing as witness is the same document or a copy of the document signed by **PETER ALEXANDER**; and
- all requirements for witnessing the signing of this document by **PETER ALEXANDER** by audio visual link have occurred on the same day,

In accordance with section 12 of the
Electronic Transactions (Victoria) Act 2000
(Vic) and any other prescribed requirements.

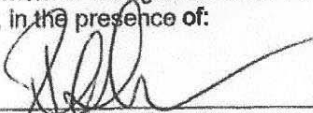

Signature of witness


Name of witness (print)


Usual address

Date: 22/10/24

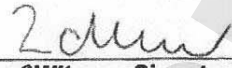
SIGNED for and on behalf of, and with the
authority of **LOWER MURRAY URBAN AND
RURAL WATER CORPORATION** by its
Authorised Delegate conferred by an
*Instrument of Delegation dated 1 March
2018*, in the presence of:


Signature of Delegate

Paul Nisley
Full name (please print)

Managing Director
Title

Date: 09/10/24


Witness Signature

Ruby OLOFSSON
Full name (please print)

12

SIGNED SEALED AND DELIVERED by 5)
SONS VINEYARDS PTY LTD in accordance)
with section 127(1) of the *Corporations Act*)
2001 (Cth) by being signed by the authorised)
person:)


Sole director and sole company secretary

CRAIG BURFORD.
Full name

80 FIRST ST NICHOLS POINT VIC.
Usual Address

Date: 06.11.24

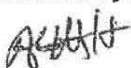
AY71402

MORTGAGEE'S CONSENT

NATIONAL AUSTRALIA BANK LTD as Mortgagee under Mortgage No. AV462081P which encumbers 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: 25/09/2024

Executed by **NATIONAL AUSTRALIA BANK LTD**



Signature of authorised officer

Abueha Alfred Euseo Level 3

Name and title of authorised officer



Witness signature **BENJAMIN HUNT**
BUSINESS BANKING
MANAGER

Witness name

FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018
BUILDING PERMIT



95 Pine Avenue
Mildura VIC 3500
ABN 56 056 973 996

P 03 5023 4826
E reception@regionalbuilding.
com.au

Building Permit no. CBS-U57014 / 2920247304784 / 0
Reference no. 250152

Issued To

Agent of owner Paradise Pools Mildura
ARBN 85 166 482 757
Postal address PO Box 511, NICHOLS POINT VIC
Postcode 3501
Email sales@paradisepoolsmildura.com.au

Address for service or giving of documents

Postal address PO Box 511, NICHOLS POINT VIC
Postcode 3501
Contact person Aaron Baynes
Telephone 0400 272 893

Ownership Details (if person issued with permit is not the owner)

Owner Hamish & Nicolle McBryde
Postal address 2 Largo Drive, NICHOLS POINT VIC
Postcode 3501
Email 007hawk@gmail.com
Contact person Hamish McBryde
Telephone 0417 384 177

Property Details

Number	2	Street/Road	Largo Drive	Suburb	NICHOLS POINT	Postcode	3501
Lot/s	6	LP/PS	PS911510W	Volume	12596	Folio	317
Crown Allotment		Section		Parish	Mildura	County	
Municipal District	Mildura Rural City Council	Site Area	1801m2				

Builder

Name Baynes Building Pty Ltd
ACN 166 482 757
Registration no. CDB-L 71915
Postal address PO Box 511, NICHOLS POINT, VIC
Postcode 3501
Email sales@paradisepoolsmildura.com.au
Telephone 0400 272 893

This builder is specified under subsection 24B(4) (a&b) of the Building Act 1993 for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders (if builder is a body corporate)

Name Aaron Baynes
Postal address PO Box 511, NICHOLS POINT VIC
Postcode 3501
Telephone 0400 272 893

Building Practitioner or Architect engaged to prepare documents for this Permit

Name	Category / class	Registration no.
Ronald Bell	Engineer	PE0002564
Geoffrey Sparkes	Architects	14812

Details of Domestic Building Work Insurance

Name of builder	Baynes Building Pty Ltd
Name of issuer or provider	HIA Insurance Services Pty Ltd
Policy number	C974417
Policy cover amount	\$100,000.00

Details of Relevant Planning Permit

Not required

Nature of Building Work

New construction of a swimming pool & swimming pool safety barrier

Building Details

Stage of building work permitted	All Works
Cost of building work	\$100,000.00
Total floor area of new building work in m ²	32m ²
Version of BCA applicable to permit	2022.1
Storeys contained	N/A

Building Classification

Part of building	Building class
Swimming Pool	10b
Swimming Pool Safety Barrier	10b

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory notification stages are:

- Inspection at completion of excavation for swimming pool or spa
- Inspection of steel reinforcement prior to pouring bond beam
- Final inspection of swimming pool and pool safety barrier

Occupation or Use of Building

A certificate of final inspection is required at the completion of these works.

Commencement and Completion

This building work must commence by

11 Jul 2026

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by **within 6 months of construction commencing on the swimming pool and associated barrier**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Conditions

This building permit is issued subject to the following conditions:

1. 300mm non-climbable zone on inside of barrier to be maintained - all landscaping and climbable items to be kept clear.
2. 900mm non-climbable zone on external barrier to be maintained - all landscaping and climbable items to be kept clear.
3. Gates, gate units and latch fittings must comply with AS1926.1 – 2012 Clause 2.4 Gates, Gate units and Latch Fittings, specifically. 2.4.1.1 Operation of gates, 2.4.1.2 Self-closing device, 2.4.1.3 Security of closure, 2.4.2 Latch, 2.4.2.2 Location of latch, 2.4.2.3 Shielding of latch, 2.4.3 Gate hinges, 2.4.4 Gate units, 2.4.4.2 Supply of gate units, 2.4.4.3 Types of materials, 2.4.4.4 Making of gate units and 2.4.4.5 Testing.

4. In accordance with Appendix A of AS1926.1 – 2012 a Test for the strength and rigidity of barrier openings must be provided.
5. Outlet systems & Outlet covers must comply with section 6 & 6.2 of AS1926.3 – 2010
6. Pool barrier must comply with loading requirements set out in Section 3 of AS1926.1 – 2012
7. Swimming pool barrier must comply with the Building Regulation 2018, AS1926.1-2012 and AS1926.2-2007.
Note: No direct access from the dwelling or outbuildings to the pool enclosure permitted.
8. Swimming pool barrier must comply with the following requirements as stated in AS1926.1-2012 and AS1926.2-2007.
 9. - Height - 1200mm minimum.
 10. - Horizontal clearance - 900mm from any obstruction
 11. - Ground clearance - 100mm maximum
 12. - Vertical rail spacing - 100mm maximum
 13. - Horizontal climbable members - 900mm spacing
 14. - Gate - must be self-closing and self-latching and open away from pool area.
 15. - Latch height - 1500mm minimum
 16. - Gate - must be self-closing and self-latching and open away from pool area.
 17. - Latch height - 1500mm minimum
18. The glass used in pool barriers must comply with AS1926.1- 2012 clause 2.2.3 Glass used in barriers must comply with the provisions of AS1288 – 2006.
19. The owner of the pool must register the pool or spa with the relevant Council within 30 days after the date of issue of the Occupancy Permit or Certificate of Final Inspection.
20. The skimmer box and other permanent water outlets must comply with AS1926.3 - 2010 Water Recirculation Systems.
21. The skimmer box and other permanent water outlets must comply with AS1926.3 - 2010 Water Recirculation Systems.
22. The skimmer box must be fitted with a child resistant lid in accordance with AS1926.3 – 2010 Part 3 Section 5.
23. There must be a temporary swimming pool barrier installed in accordance with AS4687.4 around the excavated area and swimming pool. This must be installed to restrict access during excavation, construction and once the swimming pool is capable of containing a depth greater than 300mm and is to remain in place until the permanent barrier is installed.

Relevant Building Surveyor

Name	Regional Building Consultants Pty Ltd
ACN	126 102 994
Address	95 Pine Avenue, Mildura VIC 3500
Email	stephen@regionalbuilding.com.au
Registration no.	CBS-U 57014

Designated Building Surveyor

Name	Stephen Behsmann
Registration no.	BS-L 100071
Building permit no.	CBS-U57014 / 2920247304784 / 0
Date of issue of permit	11 Jul 2025
Signature	

BUILDING PERMIT CONDITIONS

1. All works authorised by this permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, Building Code of Australia, other relevant codes and any Local Laws of the Municipality. No Variation from the approved documents shall be permitted without the consent of the relevant Building Surveyor (RBS). The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.
2. Inspections carried out will be the mandatory inspections listed on the Building Permit and any other inspections required by the RBS to ensure compliance with the Act and the Regulations. Construction will not be supervised. Inspections carried out will be the minimum required to ensure compliance with the Act and Regulations, NOT supervision of all the work. It is the responsibility of the builder to construct the building fully in accordance with the approved permit documents. Variations must be approved by the RBS prior to construction and those variations that require further document survey and assessment/and or approval will incur additional fees. This includes, but is not limited to, amended documents.
3. Pursuant to regulation 41 of the Building Regulations 2018, the person in charge of the building works is to display a sign on the building site at all times. The sign must include the name, registered numbers and contact details of the builder and building surveyor and the building permit number & date.
4. The owner and/or builder shall be responsible to define the boundaries of the allotment.
5. All timber framing to comply with AS 1684 – National Timber Framing Code, and other relevant timber framing standards. **Truss details to be submitted for approval prior to commencement of framing.**
6. The building is in an area designated by the Municipality as likely to be subject to infestation by termites and shall be protected in accordance with Building Code of Australia Part 3.4 and AS3660.1. It is the owners responsibility to carry out regular inspections (12 months maximum) of the building for evidence of termite activity.
7. It is not the responsibility of the RBS to confirm compliance with any section 173 agreement, covenant or other restriction which may be shown on title and by issuing this permit the RBS does not warrant that the works authorised by this permit will comply with any section 173, covenant or other restriction which may be shown on title.
8. Applicant to obtain all necessary Road Opening, Crane and Hoarding Permits as required by the relevant Council. Contact must be made with Council's engineering department to determine which relevant permit/s are required prior to commencement of works.
9. All construction shall meet the performance requirements of Section B as applicable, of the Building Code of Australia.
10. The builder must ensure that all energy efficiency requirements listed in the energy efficiency report have been complied with and a signed copy of the compliance certificate is to be submitted to this office.
11. The owner and builder must consult with the relevant sewerage authority and local Council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of those authorities.
12. A certificate of completion under Section 221ZH of the Building Act 1993 for plumbing work on this project is to be submitted to this office prior to the issue of an Occupancy or Final Certificate.

CERTIFICATE OF FINAL INSPECTION



Issued to Owner

Hamish & Nicolle McBryde
2 Largo Drive
NICHOLS POINT VIC 3501

Agent

Paradise Pools Mildura
PO Box 511
NICHOLS POINT VIC 3501

95 Pine Avenue
Mildura VIC 3500
ABN 56 056 973 996

P 03 5023 4826
E reception@regionalbuilding.
com.au

Property Details

Number	2	Street/Road	Largo Drive	Suburb	NICHOLS POINT	Postcode	3501
Lot/s	6	LP/PS	PS911510W	Volume	12596	Folio	317
Crown Allotment		Section		Parish	Mildura	County	
Municipal District	Mildura Rural City Council			Site Area	1801m2		

Building Permit Details

Building permit no.	CBS-U 57014 /2920247304784/0
Reference no.	250152
Version of BCA applicable to building permit	2022.1

Description of Building Work

New construction of a swimming pool & swimming pool safety barrier

Part of building	Permitted use	BCA class of building
Swimming Pool	Swimming Pool	10b
Swimming Pool Safety Barrier	Swimming Pool Safety Barrier	10b

Maintenance Determination

A maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Directions to Fix Building Work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Relevant Building Surveyor

Name	Regional Building Consultants Pty Ltd
ACN	126 102 994
Address	95 Pine Avenue, Mildura VIC 3500
Email	stephen@regionalbuilding.com.au
Registration no.	CBS-U 57014

Certificate no.	CBS-U57014 / 2920247304784 / 0
Date of issue	15 Oct 2025
Date of final inspection	15 Oct 2025
Signature	

Domestic Building Insurance

Certificate of Insurance

HAMISH MCBRYDE, NICOLLE MCBRYDE

**2 Largo Dr
NICHOLS POINT
VIC 3501**

Policy Number:
C974417

Policy Inception Date:
12/06/2025

Builder Account Number:
437541

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C05: Swimming Pools**

At the property: **2 Largo Dr NICHOLS POINT VIC 3501 Australia**

Carried out by the builder: **BAYNES BUILDING PTY LTD**

Builder ACN: **166482757**

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

For the building owner(s): **HAMISH MCBRYDE, NICOLLE MCBRYDE**

Pursuant to a domestic building contract dated: **13/06/2025**

For the contract price of: **\$ 100,000.00**

Type of Cover: **Cover is only provided if BAYNES BUILDING PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

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

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



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

Period of Cover

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

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

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

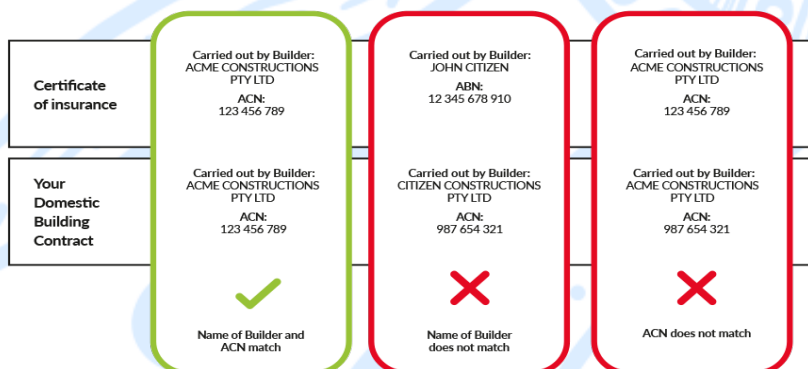
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,657.00
GST:	\$165.70
Stamp Duty:	\$164.04
Total:	\$1,986.74

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some examples of what to look for





Mildura Rural City Council

File: 036.2025.00000166.001
17/10/2025

Mr Hamish McBryde
PO Box 48
NICHOLS POINT VIC 3501

Dear Mr McBryde

CONFIRMATION OF REGISTRATION OF SWIMMING POOL

2 Largo Drive NICHOLS POINT 3501
LOT: 6 PS: 911510W
PA: 49254

Date of construction: **11/07/2025.**

Applicable barrier standard:

- 1. AS1926.1-2012; or**
- 2. An Alternative or Performance Solution applied at the time of approval or date of construction, BCA Volume One or Two as issued, published or remade from time to time; or**
- 3. A combination of 1 and 2**

Date CBC issued: **15/10/2025**

Due Date for next CBC: **15/10/2029**

Please lodge the next CBC within **30 days** of receiving it and prior to the due date.

If you make any alterations to the safety barrier that requires a building permit during this time, you are required to obtain a new CBC and lodge it with Council within 14 days of receiving it.

If you have any questions on the confirmation of registration, contact Council's Building Department on 03 5018 8248.

Yours sincerely

MARK YANTSES
MUNICIPAL BUILDING SURVEYOR

MY/kd

Madden Avenue Service Centre
108 Madden Avenue, Mildura
Phone: (03) 5018 8100
Fax: (03) 5021 1899
PO Box 105, Mildura Vic 3502
DX 50014, Mildura

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

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

www.mildura.vic.gov.au
mrcc@mildura.vic.gov.au

ABN 42 498 937 037

FORM 2
 Regulation 37(1)
 Building Act 1993
 Building Regulations 2018

BUILDING PERMIT

CBS-U 56689/9347361233157

ISSUED TO:

Agent: CNB Constructions Services Pty Ltd
ACN / ARBN: 98 087 947 662
Postal Address: PO Box 228 Nichols Point VIC 3501
Email: craig@cnbconstructions.com.au
Address for serving or giving of documents:
Postal Address: PO Box 228 Nichols Point VIC 3501
Contact Person: Craig Burford **Telephone:** 0447 583 770

OWNERSHIP DETAILS:

Owner: 5 Sons Vineyards Pty Ltd
ACN or ARBN: 98 087 947 662
Postal Address: PO Box 228 Nichols Point VIC 3501
Email: admin@cnbconstructions.com.au
Contact Person: Nicole Burford **Telephone:** 0447 583 770

PROPERTY DETAILS:

Number: 151	Street/Road: Fifth Street	Suburb: Nichols Point	Postcode: 3501
Lot: 4 (Future lot 6)	LP/PS: LP216462W	Volume: 09899	Folio: 126
Crown Allotment: N/A	Section: N/A	Parish: N/A	County: N/A
Municipal District:	Mildura Rural City Council		

BUILDER:

Name: CNB Constructions Services Pty Ltd **Telephone:** 0447 583 770
ACN / ARBN: 98 087 947 662
Building Practitioner Registration No: CDB-U 50295
Postal Address: PO Box 228 Nichols Point VIC 3501

This builder is specified under section 24B(4) of the Building Act 1993 for the building work to be carried out under this permit.

Building Practitioner or architect engaged to prepare documents for this permit

Full Name	Category/class	Registration No
Andrew Seaton-Stewart	Civil Engineer	PE0003325
Duncan Hocking	Architects	DP-AD 27413
CNB Constructions Services Pty Ltd	Builders	CDB-U 50295

Details of domestic building work Insurance

Name of Builder: CNB Constructions Services Pty Ltd
Insurance Provider Name: VMIA (Victorian Managed Insurance Authority)
Policy No: C887745 **Policy Cover:** \$ 620,000.00

DETAILS OF RELEVANT PLANNING PERMIT:

Planning Permit No: Not Applicable

NATURE OF BUILDING WORK:

Construction of Dwelling, Garage, Outdoor Area & Storage Shed
 Does the building work relate to a small second dwelling? No
 Version of BCA applicable to permit: 2022
 Stage of building work permitted: As per plans
 Cost of building work: \$620,000.00
 Total floor area of new building work: 534.22m²

BUILDING CLASSIFICATION:

Part of Building	Building Class
Garage	10ai
Storage Shed	10ai
Dwelling	1ai
Outdoor Area	1ai

PERFORMANCE SOLUTION:

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies: Not Applicable

PRESCRIBED REPORTING AUTHORITIES:

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Prescribed reporting authority	Matter reported on or consented to	Regulation
Mildura Rural City Council	Stormwater Legal Point of Discharge	Reg 133

PROTECTION WORK:-

Protection work is not required in relation to the building work proposed in this permit.

INSPECTION REQUIREMENTS:

- Footing Inspection - shed
- Pre-slab Inspection - dwelling
- Slab Steel Inspection - dwelling
- Frame Inspection - dwelling
- Frame Inspection - shed
- Final Inspection - shed
- Final Inspection - dwelling

OCCUPATION OR USE OF BUILDING:

An Occupancy Permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

COMMENCEMENT AND COMPLETION:

Building work is to be commenced by: **21 Jun 2025**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

This building work must be completed by: **21 Jun 2026**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018

CONDITIONS:

This permit is subject to the following conditions:

1. GENERAL

All works authorised by this Building Permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, Building Code of Australia (BCA) current edition, other relevant codes and any local laws of the municipality. No variation from the approved documents shall be permitted without the consent of the Relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.

2. **INSURANCE**
Home Warranty Insurance applies in relation to building work approved by this permit.
3. **SANITARY FACILITIES**
Sanitary facilities for workmen shall be provided on the construction site for the duration of the project.
4. **BOUNDARY LOCATION**
The owner and/or builder shall be responsible to define, the boundaries of the allotment.
5. **SITE PREPARATION**
All site cuts to be graded to an angle that self supports the existing ground to the satisfaction of the Building Surveyor or otherwise approved retaining walls to be erected.
6. **SMOKE DETECTORS**
Self-contained Smoke Detectors must be installed in a Class 1 Building, on or near the ceiling in any storey containing bedrooms:- Between each part of the dwelling containing bedrooms and the remainder of the dwelling; and Any other storey (Ref Section 9.5.1 of the BCA 2022). Interconnected where more than one Smoke Detector.
7. **STORMWATER DRAINAGE**
Down pipes must be installed in accordance with Clause 7.4.5 of the BCA 2022 and overflow provisions made for the spouting if the down pipes are located further than 1.2m from a valley. Such down pipes shall be direct to an underground drainage system discharging to a legal point to the satisfaction of the Building Surveyor.
8. **PLUMBING CERTIFICATION**
Upon completion of the building works you are required to submit the following documentation:
 - A Final clearance from the Environmental Health, Section 2, B.1 as applicable of the Building Code of Australia.
 - A Certificate of Completion to be provided upon completion and prior to occupancy or use, under Section 221ZH of the Building Act 1993, for plumbing work on the project.
9. **CONSTRUCTION REQUIREMENTS**
All construction shall meet the performance requirements of Section 2, B.1 as applicable of the Building Code of Australia.
10. **WATERPROOFING**
Waterproofing of wet areas shall comply with the requirements of AS 3740-2010 "Waterproofing of wet areas within residential buildings"
11. **TIMBER FRAMING**
All timber framing to comply with Australian Standard 1684.2 – National Timber Manual 2010
12. **TERMITE CONTROL**
The building is an area designated by the municipality as likely to be subject to infestation by termites and shall be protected in accordance with Building Code of Australian B1.4(i).
13. **SECTION 173 AGREEMENTS, COVENANTS & OTHER RESTRICTION**
It is not the responsibility of the Relevant Building Surveyor to confirm compliance with any Section 173 Agreement, covenant or other restriction which may be shown on title and by issuing this permit, the Relevant Building Surveyor does not warrant that the works authorised by this permit will comply with any Section 173 Agreement, covenant or other restrictions which may be shown on title.
14. **ENERGY EFFICIENCY REQUIREMENTS**
The Builder must ensure that all energy efficiency requirements listed in the energy efficiency report have been complied with and a signed copy of the Compliance Certificate is to be submitted to this office.
15. **DRAINS & SEWERS**
The owner and builder must consult with the relevant sewerage authority and local council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of those authorities.
16. **SOLAR HOT WATER**
Solar Hot Water Service to comply with 6 Star Energy provisions of the Building Regulations 2018.

NOTE: The type of Solar Hot Water Service to be installed must comply with the Plumbing Regulations applicable at the time of installation.
17. **GLAZING**
All windows and doors are to comply with Australian Standards AS 1288 - 2006 and AS 2047-14

RELEVANT BUILDING SURVEYOR:

Name: Anderson Group - Building Surveyors and Consultants
Address: 133B Lime Avenue Mildura VIC 3500
Email: tim@andersongroupmildura.com.au
Building Practitioner Registration No.: CBS-U 56689

DESIGNATED BUILDING SURVEYOR:

Name: Timothy Anderson
Building Practitioner Registration Number.: BS-U 29378
Permit No.: CBS-U 56689/9347361233157
Issue Date of Permit: 21 Jun 2024
Signature: 

LIABILITY LIMITED BY A SCHEME APPROVED UNDER
PROFESSIONAL STANDARDS LEGISLATION



FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018
OCCUPANCY PERMIT

This occupancy permit must be displayed in the following approved location:

not applicable

PROPERTY DETAILS:

Number: 151	Street/Road: Fifth Street	Suburb: Nichols Point	Postcode: 3501
Lot: 4	LP/PS: LP216462W	Volume: 09899	Folio: 126
Crown Allotment: N/A	Section: N/A	Parish: N/A	County: N/A
Municipal District:	Mildura Rural City Council		

BUILDING PERMIT DETAILS

Building permit number CBS-U 56689/ 9347361233157
Version of BCA applicable to building permit 2022

BUILDING DETAILS

Building to which permit applies	Permitted Use	BCA Class
Dwelling Detached, Garage & Outdoor Area	Dwelling, Garage & Outdoor Area	1ai & 10a
Maximum permissible floor live load	1.5 kPa	
Storeys contained	1	
Effective height	As per plans	

SUITABILITY FOR OCCUPATION

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

RELEVANT BUILDING SURVEYOR

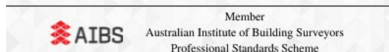
Name: Anderson Group - Building Surveyors & Consultants
Address: 133b Lime Avenue Mildura VIC 3500
Email: tim@andersongroupmildura.com.au
Building practitioner registration no.: CBS-U 56689

DESIGNATED BUILDING SURVEYOR

Name: Timothy Anderson
Building practitioner registration no.: BS-U 29378
Occupancy Permit No. CBS-U 56689/9347361233157
Date of issue: 01 Apr 2025
Date of final inspection: 28 Mar 2025
Signature:



LIABILITY LIMITED BY A SCHEME APPROVED UNDER
PROFESSIONAL STANDARDS LEGISLATION



FORM 17

Regulation 200

Building Act 1993

Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION**Property details**

Number	151	Street/Road	Fifth Street	Suburb	Nichols Point	Postcode	3501
Lot/s	4	LP/PS	LP216462W	Volume	09899	Folio	126
Crown allotment	N/A	Section	N/A	Parish	N/A	County	N/A
Municipal District Mildura Rural City Council							

Building permit details

Building permit number CBS-U 56689/9347361233157
 Version of BCA applicable to building permit 2022

Description of building work

Part of Building	Permitted Use	BCA class of Building
Shed	Storage Shed	10a

Maintenance determination

A maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Directions to fix building work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

RELEVANT BUILDING SURVEYOR

Name:	Anderson Group - Building Surveyors & Consultants
Address:	133b Lime Avenue Mildura VIC 3500
Email:	tim@andersongroupmildura.com.au
Building practitioner registration no.:	CBS-U 56689

DESIGNATED BUILDING SURVEYOR

Name:	Timothy Anderson
Building practitioner registration no.:	BS-U 29378
Certificate of Final Inspection No.	CBS-U 56689/9347361233157
Date of issue:	01 Apr 2025
Date of final inspection:	28 Mar 2025
Signature:	

LIABILITY LIMITED BY A SCHEME APPROVED UNDER
PROFESSIONAL STANDARDS LEGISLATION



Member
Australian Institute of Building Surveyors
Professional Standards Scheme

Domestic Building Insurance

Certificate of Insurance

Nicole Burford
 80 First St
 NICHOLS POINT
 VIC 3501

Policy Number:
C887745

Policy Inception Date:
13/06/2024

Builder Account Number:
014525

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**
 At the property: **151 Fifth St NICHOLS POINT VIC 3501 Australia**
 Carried out by the builder: **CNB CONSTRUCTIONS PTY LTD**
 Builder ACN: **087947662**

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

For the building owner(s): **Nicole Burford**

Pursuant to a domestic building contract dated: **17/06/2024**

For the contract price of: **\$ 620,000.00**

Type of Cover: **Cover is only provided if CNB CONSTRUCTIONS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

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

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



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

Property Clearance Certificate

Land Tax



INFOTRACK / CROSS BORDER CONVEYANCING PTY LTD

Your Reference:	26-1735
Certificate No:	11394936
Issue Date:	15 SEP 2026
Enquiries:	ESYSPROD

Land Address:	2 LARGO DRIVE NICHOLS POINT VIC 3501
---------------	--------------------------------------

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51199804	6	911510	12596	317	\$0.00

Vendor: NICOLLE MCBRYDE & HAMISH MCBRYDE
Purchaser: NOT KNOWN NOT KNOWN

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
NICOLLE ANN MCBRYDE	2026	\$290,000	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

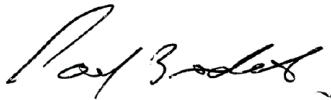
Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$880,000
SITE VALUE (SV):	\$290,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 11394936

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$290,000

Calculated as \$975 plus (\$290,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,800.00

Taxable Value = \$880,000

Calculated as \$880,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 11394936

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 11394936

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / CROSS BORDER CONVEYANCING PTY LTD

Your Reference:	26-1735
Certificate No:	11394936
Issue Date:	15 SEP 2026
Enquires:	ESYSPROD

Land Address: 2 LARGO DRIVE NICHOLS POINT VIC 3501

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51199804	6	911510	12596	317	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
117	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$880,000

SITE VALUE: \$290,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 11394936

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / CROSS BORDER CONVEYANCING PTY LTD

Your Reference:	26-1735
Certificate No:	11394936
Issue Date:	15 SEP 2026

Land Address: 2 LARGO DRIVE NICHOLS POINT VIC 3501

Lot	Plan	Volume	Folio
6	911510	12596	317

Vendor: NICOLLE MCBRYDE & HAMISH MCBRYDE

Purchaser: NOT KNOWN NOT KNOWN

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 11394936

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 11394939 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 11394939 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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PROPERTY REPORT



Energy,
Environment
and Climate Action

Created at 15 September 2026 01:06 PM

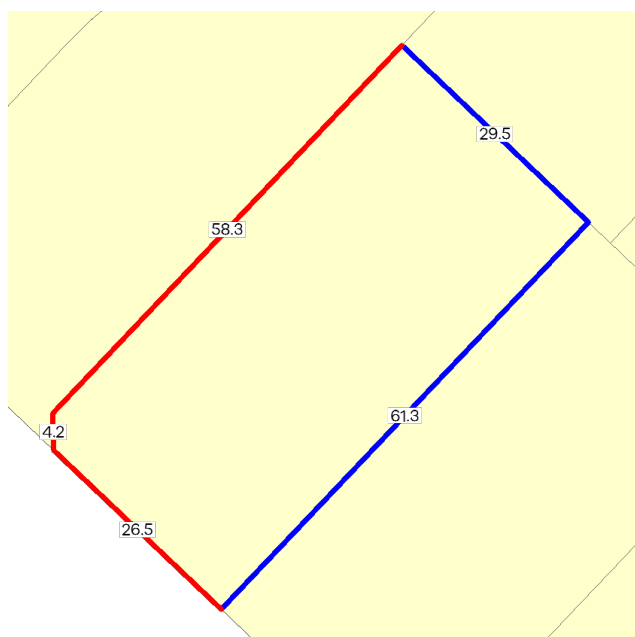
PROPERTY DETAILS

Address: **2 LARGO DRIVE NICHOLS POINT 3501**
Lot and Plan Number: **Lot 6 PS911510**
Standard Parcel Identifier (SPI): **6\PS911510**
Local Government Area (Council): **MILDURA**
Council Property Number: **415697**
Directory Reference: **Vicroads 3 E5**

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: 1806 sq. m

Perimeter: 180 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

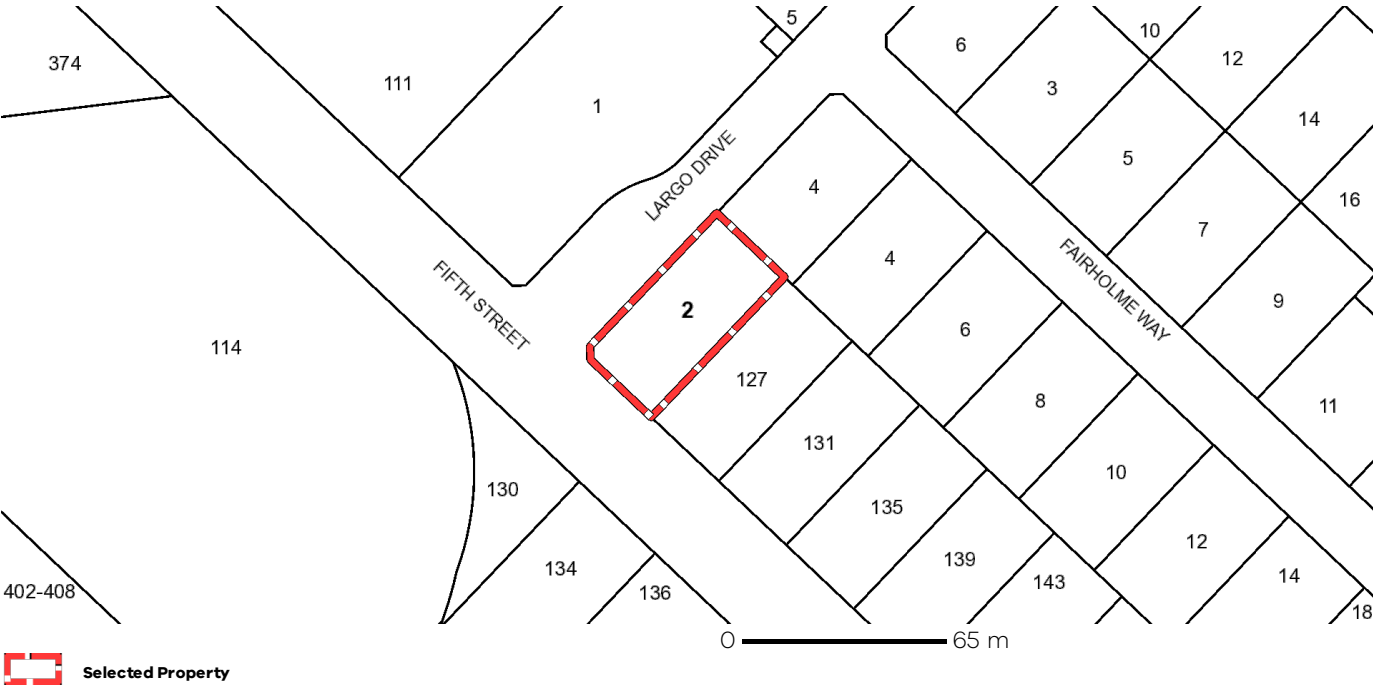
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 15 September 2026 01:06 PM

PROPERTY DETAILS

Address: **2 LARGO DRIVE NICHOLS POINT 3501**
Lot and Plan Number: **Lot 6 PS911510**
Standard Parcel Identifier (SPI): **6\PS911510**
Local Government Area (Council): **MILDURA**
Council Property Number: **415697**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 3 E5**

www.mildura.vic.gov.au

[Planning Scheme - Mildura](#)

UTILITIES

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

STATE ELECTORATES

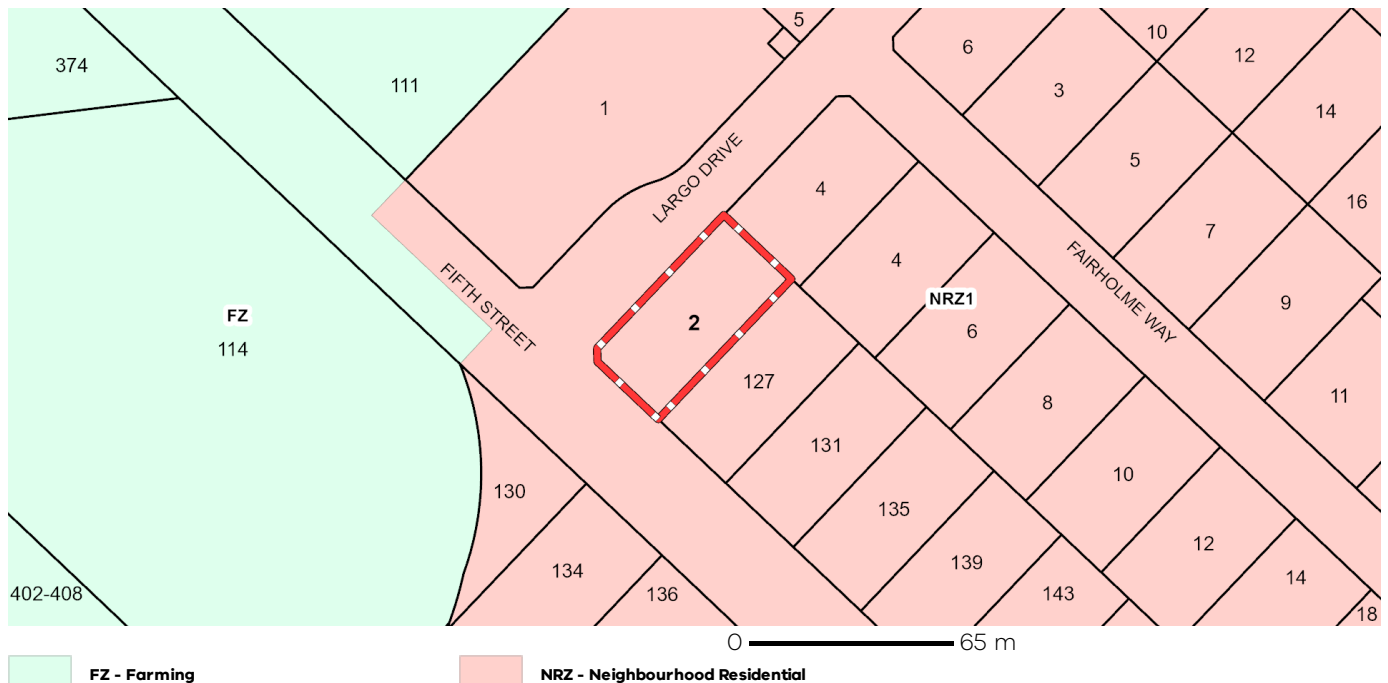
Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **MILDURA**
OTHER
Registered Aboriginal Party: **First People of the Millewa-Mallee**
Aboriginal Corporation
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)



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

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

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

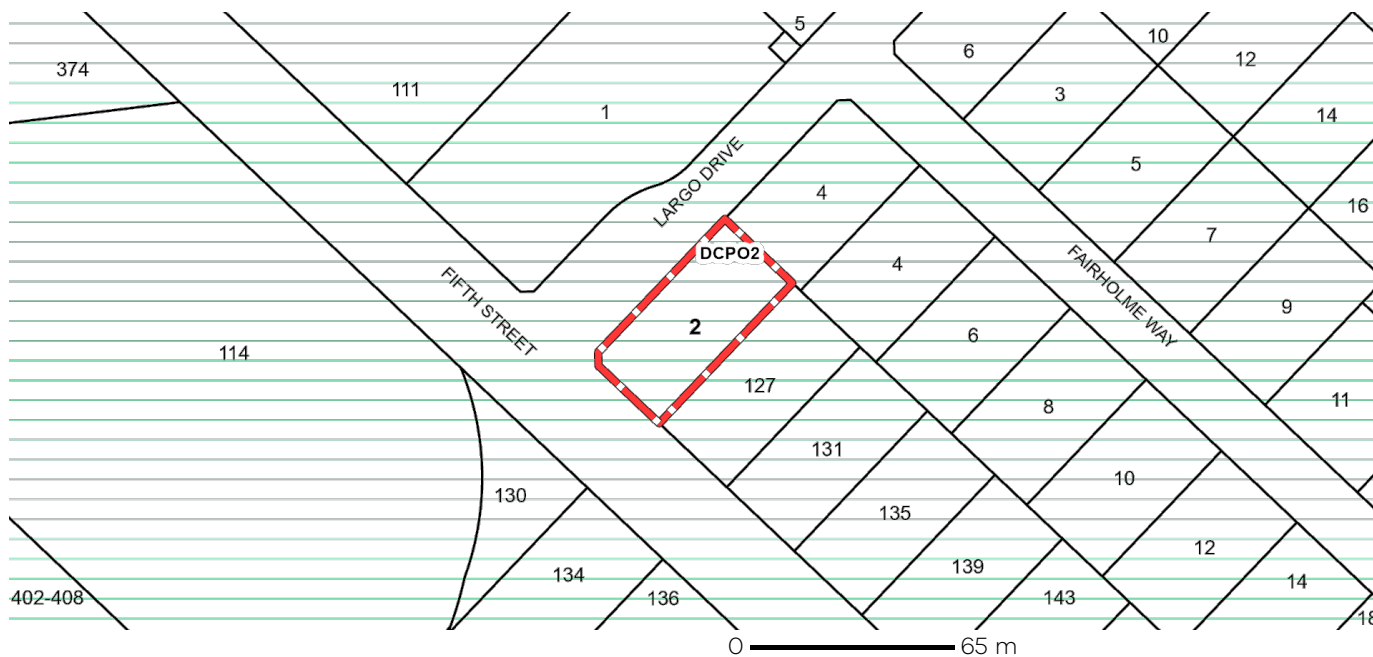
PLANNING PROPERTY REPORT: 2 LARGO DRIVE NICHOLS POINT 3501

Page 1 of 4

Planning Overlays

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

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

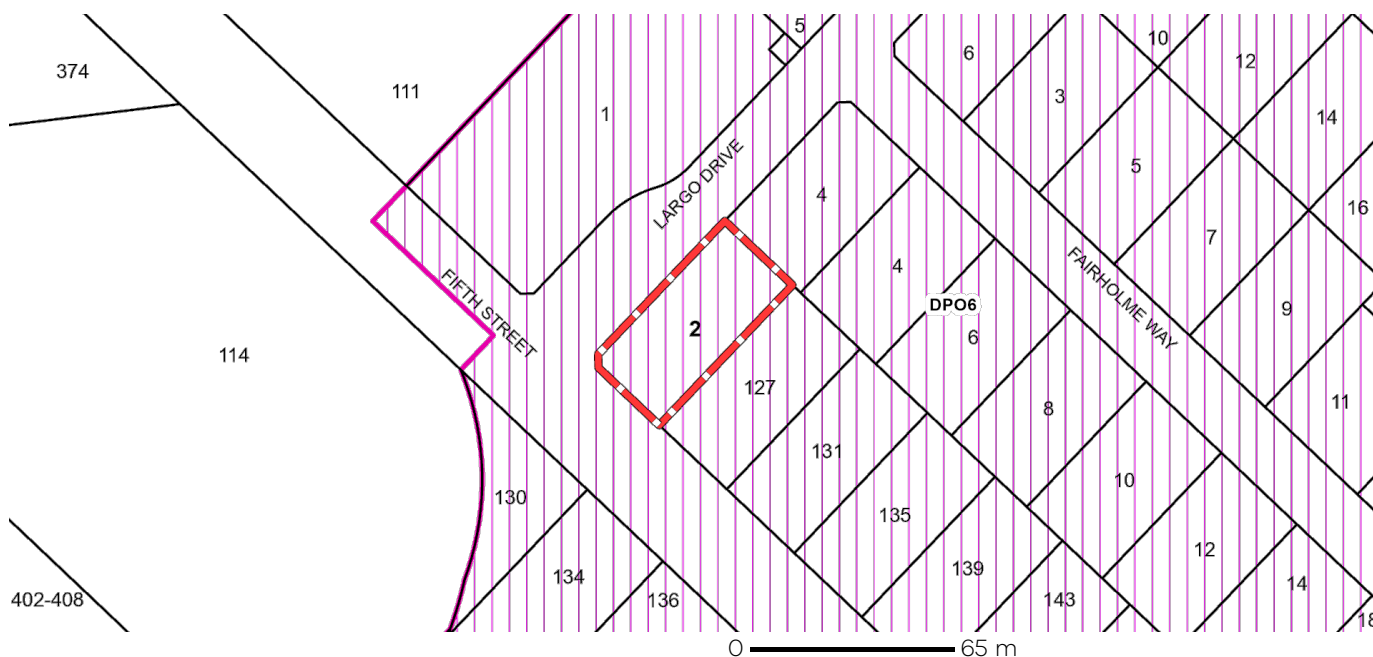


 **DCPO - Development Contributions Plan Overlay**

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

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

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 6 \(DPO6\)](#)



 **DPO - Development Plan Overlay**

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

Planning Overlays

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

[SPECIFIC CONTROLS OVERLAY - PS MAP REF SCO1 SCHEDULE \(SCO1\)](#)



 **SCO - Specific Controls Overlay**

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

Further Planning Information

Planning scheme data last updated on 17 September 2026.

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.vic.gov.au/vicplan/>

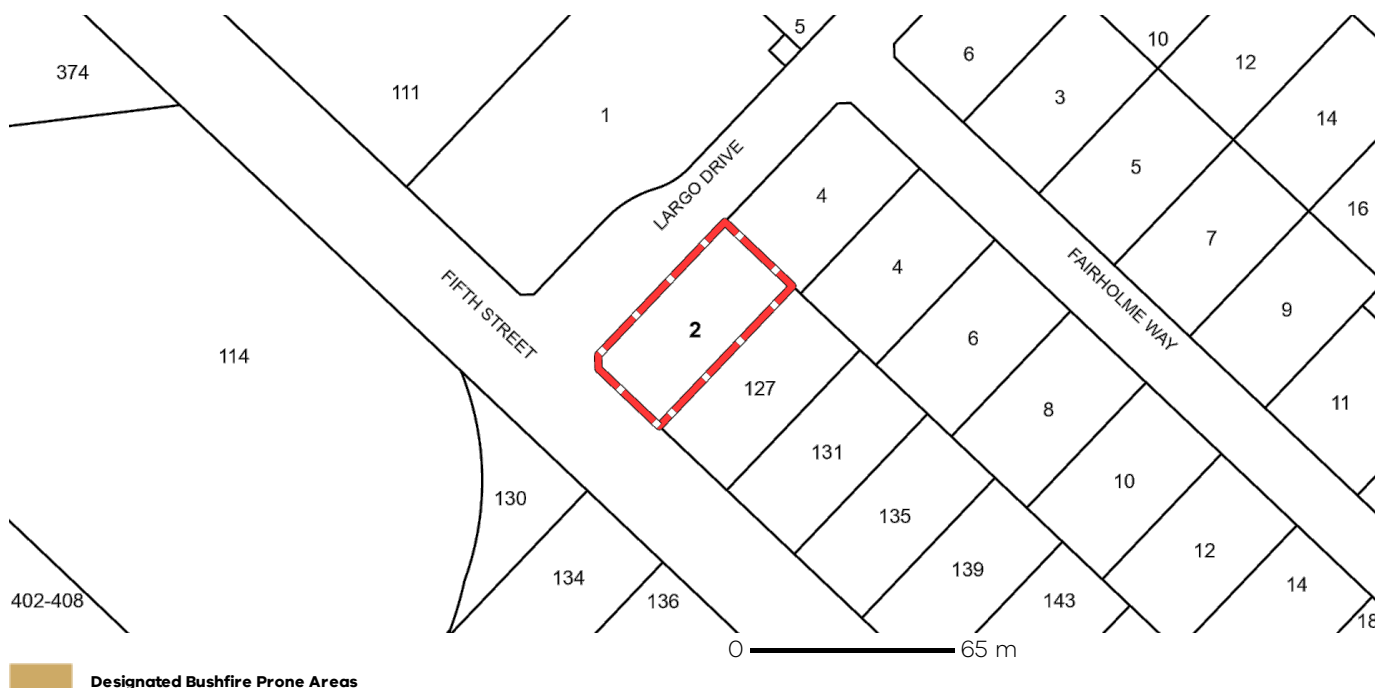
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.environment.vic.gov.au) or please contact your relevant council.

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



CERTIFICATE OF COMPLETION

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Signer: Nicolle Anne McBryde

Email Address: 007hawk@gmail.com

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