

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	51 Stockmans Drive, Irymple 3498
	Lot 33 on Plan of Subdivision PS324035Y and being the land more particularly described in Certificate of Title Volume 10155 Folio 369

Vendor's name	Irene Louise Lawn	Date 23 / 2 / 2021
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Vendor's signature		
	Signed by Irene Louise Lawn by being signed by Dianne Michelle Benn pursuant to an Enduring Power of Attorney (Financial) dated 16 February 2007 which is in the form authorised by Victorian legislation and of which the Attorney has no notice of revocation	

Purchaser's name		Date / /
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Purchaser's signature		
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Purchaser's name		Date / /
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Purchaser's signature		
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1. FINANCIAL MATTERS

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

(a) Their amounts are:

	Authority	Amount	Interest (if any)
(1)	Mildura Rural City Council 2020/2021 Annual rates and charges	(1) \$2,951.65 pa	(1)
(2)	Lower Murray Urban & Rural Water Authority 2020/2021 Quarterly Sewerage Service and Water Service Tariffs	(2) \$175.05 pq	(2)

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

Annual increase in municipal and water rates. Water by measure. Any supplementary Council valuations

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

	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.

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 documents.

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat or similar restriction save for possible "IMPLIED EASEMENTS" as prescribed under Section 148 of the Water Act 1989. The Water Corporation may have policies in place which prohibits the placement of buildings and or structures over sewer easements.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

The required specified information is as follows:

Name of planning scheme	Mildura
Name of responsible authority	Mildura Rural City Council
Zoning of the land	Refer To Attached Property Report
Name of planning overlay	Refer To 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:

Not applicable

4.3 Compulsory Acquisition

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

None to the Vendor's knowledge

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not applicable.

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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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.

9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

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*.

Not Applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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.)

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

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}

- Special Condition 1
- GST Withholding Notice
- Register Search Statement – Volume 10155 Folio 369
- Plan – PS324035Y
- Instrument Covenant T795052N
- Instrument Transfer 312403
- Property Report
- Planning Property Report
- Certified copy Enduring Power of Attorney dated 16 February 2007
- Due Diligence Checklist

SPECIAL CONDITION

1. GST Withholding

The property sold herein is existing residential premises therefore the Purchaser is not required to withhold GST.

The Vendor gives notice to the Purchaser under section 14-255(1) of Schedule 1 of the *Taxation Administration Act* 1953 (Cth) that the Purchaser is not required to make a payment to the Commissioner under section 14-250 of Schedule 1 of the *Taxation Administration Act* 1953 (Cth) in respect of the supply of the Property made by the Vendor to the Purchaser under or pursuant to the Contract.

Annexed hereto and marked with the letter "A" is the Notice to Purchaser signed by the Vendor.

NOTICE TO PURCHASER


Vendor/Supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cth)

Property: 51 Stockmans Drive Irymple VIC 3498
Certificate of Title Volume 10155 Folio 369

The Vendor gives notice to the Purchaser under section 14-255(1) of Schedule 1 of the *Taxation Administration Act* 1953 (Cth) that the Purchaser is not required to make a payment to the Commissioner under section 14-250 of Schedule 1 of the *Taxation Administration Act* 1953 (Cth) in respect of the supply of the Property made by the Vendor to the Purchaser under or pursuant to the Contract.

From: Vendor/supplier:


Signed by Irene Louise Lawn by being signed by
Dianne Michelle Benn pursuant to an Enduring
Power of Attorney (Financial) dated 16 February 2007
Which is in the form authorised by Victorian Legislation
And of which the Attorney has not notice of revocation

Dated: 23.2.21

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

VOLUME 10155 FOLIO 369

Security no : 124088276105Q
Produced 23/02/2021 09:17 AM

LAND DESCRIPTION

Lot 33 on Plan of Subdivision 324035Y.
PARENT TITLE Volume 10144 Folio 958
Created by instrument PS324035Y 10/02/1994

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
IRENE LOUISE LAWN of 51 STOCKMANS DRIVE IRYMPLE VIC 3498
AT824934M 02/12/2020

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT T795052N 28/07/1995

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.

DIAGRAM LOCATION

SEE PS324035Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AT824926L (E)	CONV PCT & NOM ECT TO LC	Completed	02/12/2020
AT824934M (E)	SURVIVORSHIP APPLICATION	Registered	02/12/2020

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

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

Street Address: 51 STOCKMANS DRIVE IRYMPLE VIC 3498

ADMINISTRATIVE NOTICES

NIL

eCT Control 21261A DAVID MESSENGER
Effective from 02/12/2020

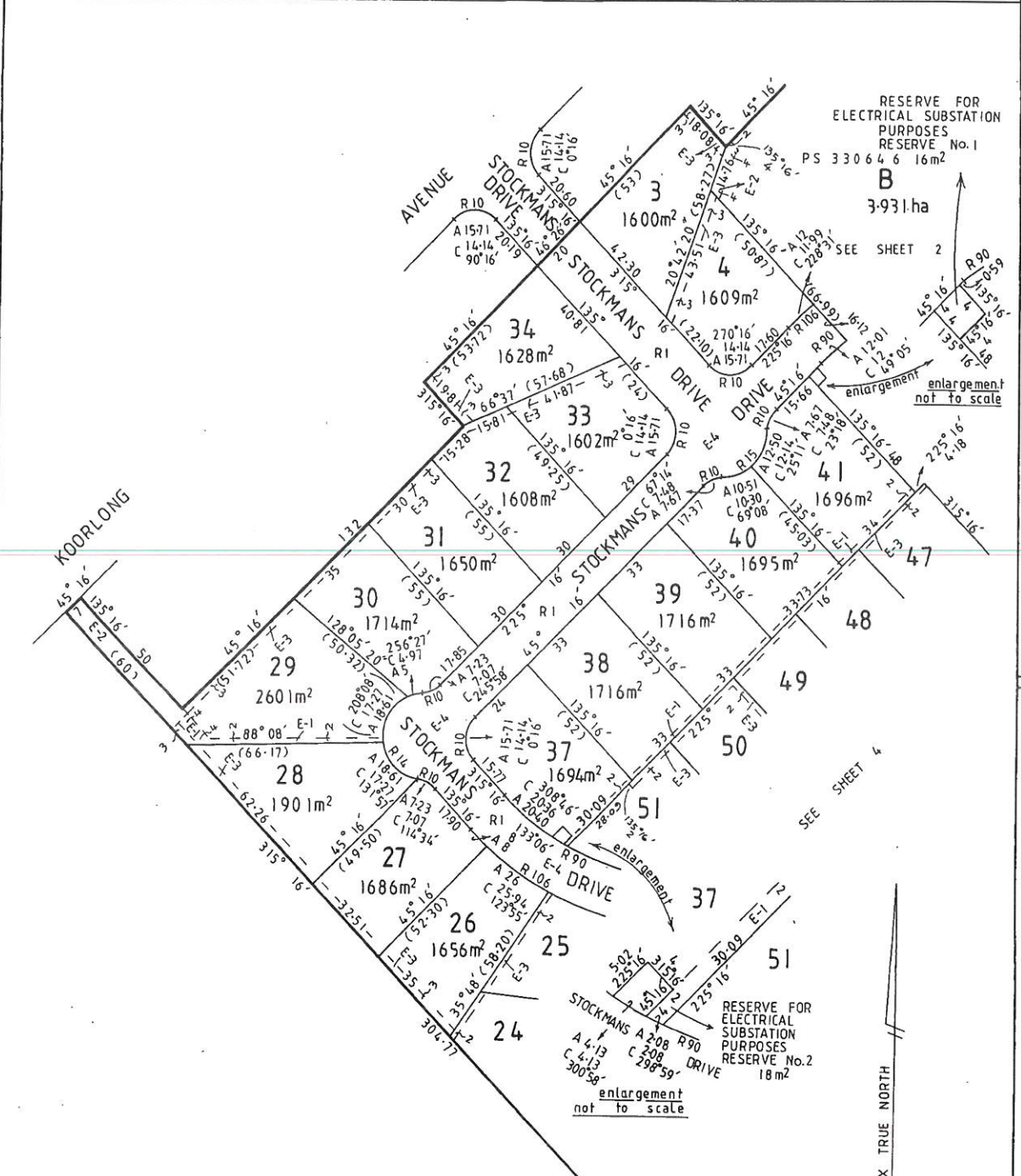
DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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PLAN OF SUBDIVISION		STAGE NO. / LTO use only EDITION 4	Plan Number PS 324035Y
Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 5 (PART) LTO Base Record: CHART No. 12 Title Reference: VOL. 9848 FOL. 328 Last Plan Reference: PS 322775R (LOT A) Postal Address: KOORLONG AVENUE (at time of subdivision) IRYMPLE, 3498 AMG Co-ordinates E 608 500 Zone: 54 (of approx. centre of land in plan) N 6211 500		Council Certificate and Endorsement Council Name: SHIRE OF MILDURA Ref: 4-410/2/51/3043 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 23 / 6 / 93 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/ has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council delegate Council seal Date 12 / 7 / 93 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /	
Vesting of Roads and/or Reserves		Notations	
Identifier	Council/Body/Person	Staging This is/is not a staged subdivision Planning Permit No. _____	
R1 (ROADS)	SHIRE OF MILDURA	Depth Limitation DOES NOT APPLY	
RESERVE No.1	S.E.C.V.	OTHER NOTATIONS & 42 TO 46 (BOTH INCLUSIVE) LOTS 1,2,35,36 & 5 TO 18 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. TANGENT POINTS ARE SHOWN THUS	
RESERVE No.2	S.E.C.V.	ENCUMBRANCES AS TO LOT 3 AND PART OF LOT B THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFERS 312403 & 316858 AS TO LOTS 4,19-34(INC.), 37-41(INC.), 47-51(INC.) ROAD R1 AND RESERVES 1,2 & 3 THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 312403	
RESERVE No.3	S.E.C.V.	Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) _____ In Proclaimed Survey Area No. _____	
Easement Information		LTO use only	
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		Statement of Compliance/ Exemption Statement	
		Received <input checked="" type="checkbox"/> Date 4 / 2 / 194	
Easement Reference	Purpose	Width (Metres)	Origin
R1	WAY, DRAINAGE, SEWERAGE & SUPPLY OF WATER, ELECTRICITY, & TELEPHONE	SEE DIAGRAMS	THIS PLAN
E-4	CARRIAGEWAY	SEE DIAGRAMS	PS 322775R
E-1	DRAINAGE	SEE DIAGRAMS	THIS PLAN
E-2	DRAINAGE SEWERAGE	SEE DIAGRAMS	THIS PLAN
E-3	SEWERAGE	SEE DIAGRAMS	THIS PLAN
		Land Benefited/In Favour Of	
		LOTS ON THIS PLAN	
		LOTS ON PS 322775R	
		LOTS ON THIS PLAN	
		LOTS ON THIS PLAN SUNRAYSIA WATER BOARD	
		SUNRAYSIA WATER BOARD	
Sheet 1 of 4 Sheets			
FREEMAN & FREEMAN 142 MADDEN AVENUE, MILDURA, 3500 PH (050) 236 239 FAX (050) 221 495		LICENSED SURVEYOR (PRINT) <u>ROBERT BRUCE FREEMAN</u> SIGNATURE..... DATE 14 / 4 / 93 REF 5050/2 VERSION 2	
		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3	

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 324035Y
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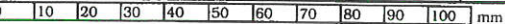


FREEMAN & FREEMAN
 142 MADDEN AVENUE, MILDURA, 3500
 PH (050) 236 239 FAX (050) 221 495

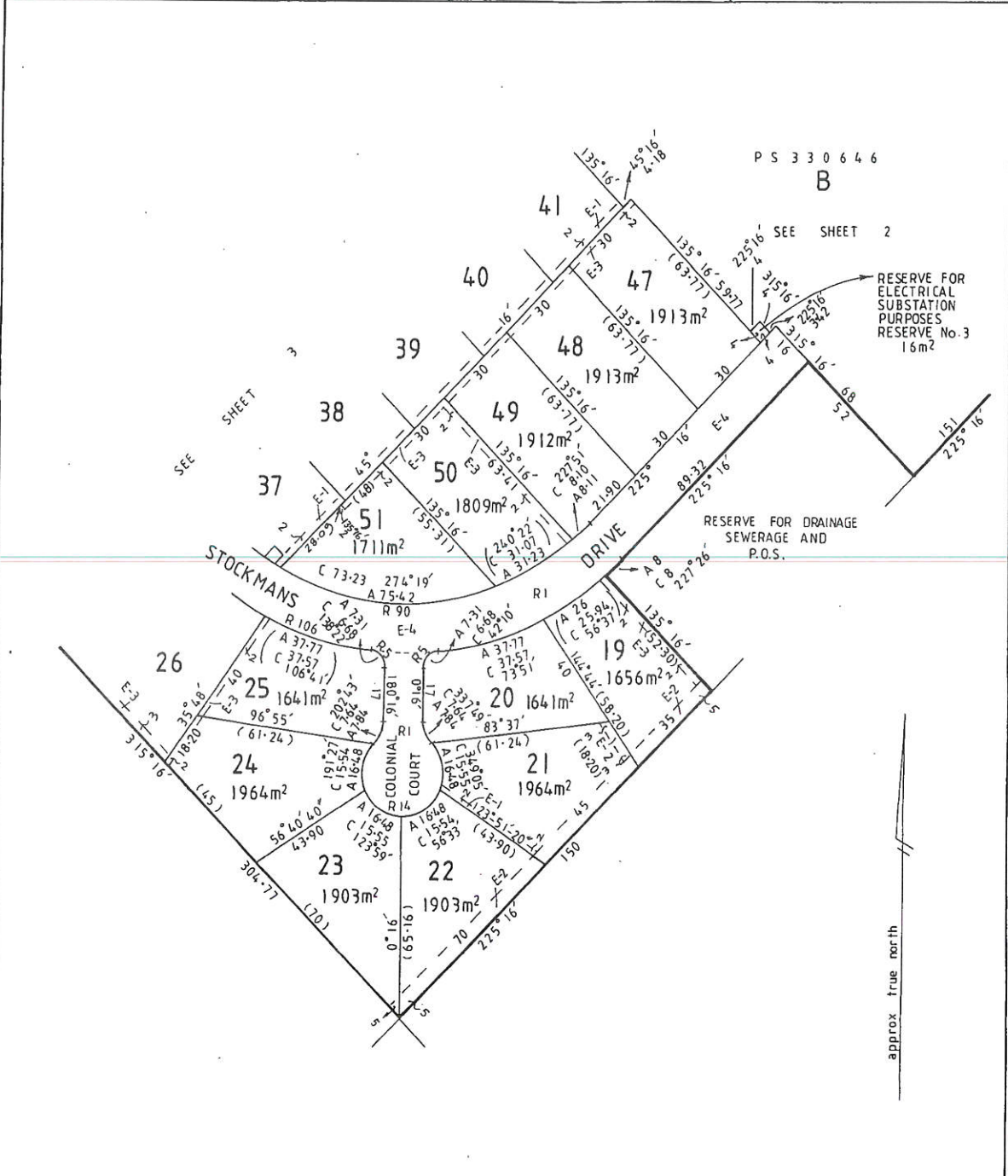
ORIGINAL	SCALE
SCALE 1:1250	SHEET SIZE A3
<p>LENGTHS ARE IN METRES</p>	

LICENSED SURVEYOR (PRINT) **ROBERT BRUCE FREEMAN**
 SIGNATURE..... DATE 14 / 4 / 93
 REF 5050/2 VERSION 2

Sheet 3 of 4 sheets
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3



PLAN OF SUBDIVISION	Stage No.	Plan Number PS 324035Y
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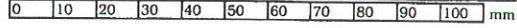


FREEMAN & FREEMAN
 142 MADDEN AVENUE, MILDURA, 3500
 PH (050) 236 239 FAX (050) 221 495

ORIGINAL SCALE	SHEET SIZE A3	SCALE	12.50 0 25 50 LENGTHS ARE IN METRES
1:1250			

LICENSED SURVEYOR (PRINT) ROBERT BRUCE FREEMAN
 SIGNATURE..... DATE 14 / 4 / 93
 REF 5050 / 2 VERSION 2

Sheet 4 of 4 sheets
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3



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VICTORIAN LAND TITLES OFFICE

IMAGED

Transfer of Land Containing a Covenant and/or Section 45 Transfer of Land Act 1958



280795 0902 45 110 T295052N

Lodged at the Land Titles Office by:

Name: Westpac

Phone: _____

Ref: _____ Customer Code 234

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

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

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

Land (Title)

Certificate of Title Volume 10155 Folio 369

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

All our estate in fee simple

Consideration

\$110,000.00

Transferor (Full name)

J.E. & M. KELLY PTY. LTD. and ZHOMIC PTY. LTD.

Transferee (Full name and address for future notices including postcode)

GEOFFREY HOWARD COLLINS of Stockmans Drive, Mildura 3500

Directing Party (Full name)

Creation and/or Reservation of Easement and/or Covenant

See Annexure "A"

Land Titles Office Use Only



Licence No. 2926L

Victorian Stamp Duty		(see reverse)
\$	<u>2,800</u>	
Stamps Act 1958		
AP - 163		
Transaction No.	<u>1658605</u>	
Date	<u>07/07/95</u>	
Signature	<u>[Signature]</u>	
Secures \$	<u>110,000</u>	

ORDER TO REGISTER

To the Registrar of Titles

Please register this dealing and upon completion issue the documents as follows :-

Signed.....

Firm's Name.....

Customer code.....

Creation and/or Reservation of Easement and/or Covenant (continuation if necessary)

Dated: 7 / 7 / 19 95
Execution and Attestation

THE COMMON SEAL OF J.E. & M. KELLY)
PTY. LTD. was hereto affixed in)
accordance with its Articles of)
Association in the presence of:)



.....*J.E. Kelly*..... Director
.....*M. Kelly*..... Secretary

~~Dated: / / 19~~
~~Execution and Attestation~~

THE COMMON SEAL OF ZHOMIC PTY. LTD.)
was hereto affixed in accordance)
with its Articles of Association)
in the presence of:)



.....*[Signature]*..... Director
.....*[Signature]*..... Secretary

SIGNED by the said Transferee)
in the presence of:)

G. Ballins

J. Johnson

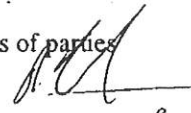
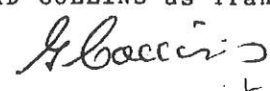
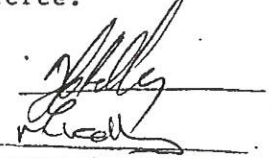
See Annexure Sheet marked.....

VICTORIAN LAND TITLES OFFICE

Annexure Sheet


See notes
on reverse

This is the annexure marked "A" referred to in instrument of Transfer dated between J.E. & M. KELLY PTY. LTD. and ZHOMIC PTY. LTD. as Transferors and GEOFFREY HOWARD COLLINS as Transferee.

Signatures of parties
x  x
x  x
x  x

Panel Heading

AND the said GEOFFREY HOWARD COLLINS for himself and his transferees the registered proprietors for the time being of the lot hereby transferred and every part thereof DO HEREBY as a separate covenant COVENANT with the said J.E. & M. KELLY PTY. LTD. and ZHOMIC PTY. LTD. and the other registered proprietor or proprietors for the time being of the lots comprised in the said Plan of Subdivision and every part thereof (other than the land hereby transferred) as follows:

- a) THAT they will not erect or cause or suffer to be erected upon the said lot more than one main building and that such building shall not be other than a building that is a Class 1 (a) Building as defined in Part Six of the Victoria Building Regulations 1983 and such building and lot or any part thereof shall not be registered under the provisions of the Subdivision Act 1988 or any amendment, modification or re-enactment of or substitution of such Act.
- b) THAT they will not erect, construct or build or cause to be erected, or constructed or built on the said lot or any part thereof any dwelling house, (except for the usual outbuildings) with exterior walls composed or more than half of the area of any such wall of any material other than brick, brick veneer, stone, terra cotta block, solid or hollow concrete block or other similar building unit or a combination of same laid up unit by unit and set in mortar.
- c)  THAT they will not at any time erect, construct or build or cause to be erected or constructed or build or allow to remain erected or constructed on the said lot or any part thereof, any dwelling house (except for the usual outbuildings) which has previously been erected, constructed or built on any other land or constructed wholly or substantially for the transportation to a building allotment.
- d) THAT they will not erect or construct or build or cause to be erected or constructed or built on the said lot any dwelling roofed with galvanised iron (other than a roof constructed of zincalume steel with an oven-baked exterior finish such as colorbond)

(continue on reverse)

Land Titles Office Use Only

A1



Licence No. 2926 L

Continuation

- e) THAT they will not erect or construct or build or cause to be erected or constructed or built on the said lot any fence or out building comprising other than brick, stone, timber, wooden material, or steel or iron having an oven-baked exterior finish such as colorbond.

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 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 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.

NOTES

1. If there is insufficient space to accommodate the required information in a panel, or on the reverse of the parent instrument insert the words "See Annexure A" (or as the case may be) and enter all the information on the annexure sheet under the appropriate panel heading.
2. If multiple copies of the instrument are lodged, original annexure sheets must be attached to each. Annexure sheet(s) attached to the original must be typed or legibly written in ink. The use of self correcting typewriter ribbon or correction fluid is not permitted. Text contained in annexure sheet(s) attached to the duplicate may be a copy of the original. The signature of all parties must be in ink on both the original and any copy.
3. The annexure sheet must be properly identified, signed by the parties to the instrument to which it is annexed and securely attached thereto.

652253

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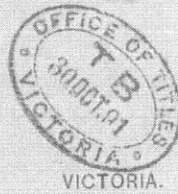


CHAFFEY BROS. LIMITED + title

2 2/10
312403

MICROFILMED

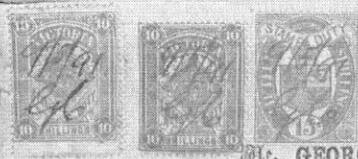
TO THE REGISTRAR OF TITLES
PLEASE REGISTER THIS TRANSFER.



Freehold
Opard

9.5.91

McCord
6/11/91



Transfer of Land.

WE, **GEORGE CHAFFEY** and **WILLIAM BENJAMIN CHAFFEY** of Melbourne and Mildura in the Colony of Victoria Irrigationists being registered as the proprietors of an Estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of *Four hundred pounds sig. (£400)*

paid to us by *Andrew McCord Chaffey of Mildura Draughtsman*

do hereby transfer to the said *Andrew McCord Chaffey* All our estate and interest in All that piece of *uncultivated* land being *Lot's four and five (Land 5)*

*Part 20 acres
Cutter 6
(2/11/91)
5/10/111
4.11.91*

of Section *Thirty nine* of Block *F* of Crown portion *Area* Parish of Mildura County of Karkaroc delineated on the plan of subdivision lodged at the Office of Titles Numbered *3173* TOGETHER with a sufficient water right to be held with and run with the said land as a perpetual easement within the intent of and as required by the condition in that behalf contained in the Crown Grant to us Volume *2318* Folio *46366/1*

Reserving unto us our executors administrators transferees and assigns the full and free right and liberty to and for us and them and our and their servants agents and workmen at all times hereafter without any cost or expense to enter into and upon the said land and to dig cut and excavate the same and make lay or construct thereon or therein reservoirs embankments dams watercourses channels races aqueducts drains culverts flumes levels mains water pipes stop cocks stand pipes meters fire plugs connection or service pipes or other water works or apparatus connected therewith and also to repair maintain alter cut off or remove any such water works or apparatus so made laid or constructed or replace them with others but so that any such act shall not prejudice the water right heretofore assured and also to go pass and repass for all the purposes aforesaid either with or without horses or other animals carts or other carriages through over and along the said land.

Provided Always and this transfer is made on the special condition that the said *Andrew McCord Chaffey* his executors administrators transferees or assigns will at *his* or their own expense forthwith destroy and keep the said land free from all vermin noxious insects scale bugs Bathurst burr wild briar and gorse.

*AMC
21/10/91
MCC*

312403

And Whereas a Company has been formed and incorporated under "The Companies' Statute 1864" under the style of "THE MILDURA IRRIGATION COMPANY LIMITED" having as one of its objects the securing to the members thereof who shall be holders of any parcel or parcels of the Two hundred and fifty thousand acres known as the Mildura Lands (which include the land comprised in this transfer) a sufficient water right to be held with and run with such parcel or parcels as a perpetual easement within the intent of the said condition in that behalf contained in the said Crown Grant and the said

Andrew McCord Chaffey
is the holder of Twenty

paid-up Shares in the said Company numbered from 1/30 to 10/31.

inclusive in respect of the said land the scrip whereof is hereto annexed and the said Company doth in evidence thereof hereto affix its Seal.

Dated this thirteenth day of May One thousand eight hundred and ninety one

Signed by the said GEORGE CHAFFEY
and by the said WILLIAM BENJAMIN
CHAFFEY by his Attorney GEORGE
CHAFFEY in the presence of

Geo Chaffey
W B Chaffey
by his atty Geo Chaffey

Signed by the said Andrew
McCord Chaffey
in the presence of

Andrew McCord Chaffey

Chaffey
Comr to the Mildura Irrigation Co
Lot 10 Mildura

"THE MILDURA IRRIGATION COM-
PANY LIMITED" have hereunto
affixed its Common Seal

Geo Chaffey
Geo Smith
J. F. Gibbons

DIRECTORS. (L.S.)
SECRETARY.



312403

The Mildura Irrigation Company Limited.

No. 613

Incorporated under "The Companies Statute 1874."

Capital: £12,500, in 250,000 Shares of 1s. each.

This is to Certify that *Andrew Lord Chaffey*
of *Mildura* is the Proprietor of *Twenty*
Laid-up Shares of The Mildura Irrigation Company Limited, numbered
732 to *751* inclusive, subject to the Articles of Association
of the said Company, and appertaining to Lots *Three and four of five*
Sections Thirtieth of Block F.

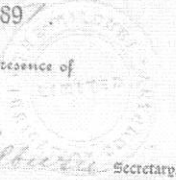
Given under the Common Seal of the said Company, at *Melbourne*
this *ninth* day of *May* 1897

The Common Seal of the said Company was herewith affixed in the presence of

G. Chaffey
G. S. Mully

Directors.

J. A. Milburn Secretary.



THE MILDURA IRRIGATION COMPANY LIMITED.
Printed & Published by J. A. Milburn, Melbourne.



0312403-2-3

X

Appeared before me at _____ the _____ day of _____
 One thousand eight hundred and _____
 the attesting witness to this instrument, and declared that he personally knew
 the person signing the same, and whose signature the said _____
 attested; and that the name purporting to be the signature of the said _____
 is his own handwriting, and that he was of sound mind, and freely and voluntarily signed such instrument.

A. H. Stephens & Co., Printers, 127 West Street, Savannah

DATED 9th May 1891
 TO MESSRS. G. and W. B. CHAFFEY
 Andrew Mc Cord & Chaffey
 Transfer.
 \$1500 F. 39.

MEMORIAL OF INSTRUMENT.

Nature of Instrument.	Time of its Production for Registration.	Names of the Parties thereto.	No. or Symbol thereon.
TRANSFER as to part	The 30 th day of October 1891 at 2.27 o'clock in the afternoon	George Chaffey and William Benjamin Chaffey Andrew Mc Cord Chaffey The Mc Byrne	3/2403

I certify that a Memorial of the within Instrument was entered in the Register Book Vol. 23/8 Fol. 46356/7
 at the time last above mentioned.
 The Byrne
 Registrar of Titles.

20/10/1891



Property Report

from www.land.vic.gov.au on 23 February 2021 09:31 AM

Address: 51 STOCKMANS DRIVE IRYMPLE 3498

Lot and Plan Number: Lot 33 PS324035

Standard Parcel Identifier (SPI): 33\PS324035

Local Government (Council): MILDURA **Council Property Number:** 25075

Directory Reference: VicRoads 537 S3

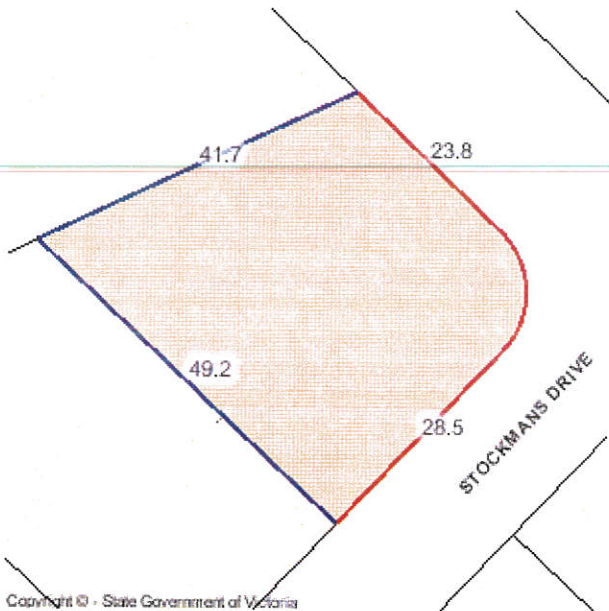
This property is not in a designated bushfire prone area.

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

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

Site Dimensions

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



Area: 1586 sq. m

Perimeter: 159 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.

15 dimensions shorter than 2m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MILDURA

Utilities

Rural Water Corporation: Lower Murray Water

Urban Water Corporation: Lower Murray Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning information continued on next page

From www.planning.vic.gov.au on 23 February 2021 09:33 AM

PROPERTY DETAILS

Address: 51 STOCKMANS DRIVE IRYMPLE 3498
Lot and Plan Number: Lot 33 PS324035
Standard Parcel Identifier (SPI): 33\PS324035
Local Government Area (Council): MILDURA
Council Property Number: 25075
Planning Scheme: Mildura
Directory Reference: VicRoads 537 S3

www.mildura.vic.gov.au

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

UTILITIES

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

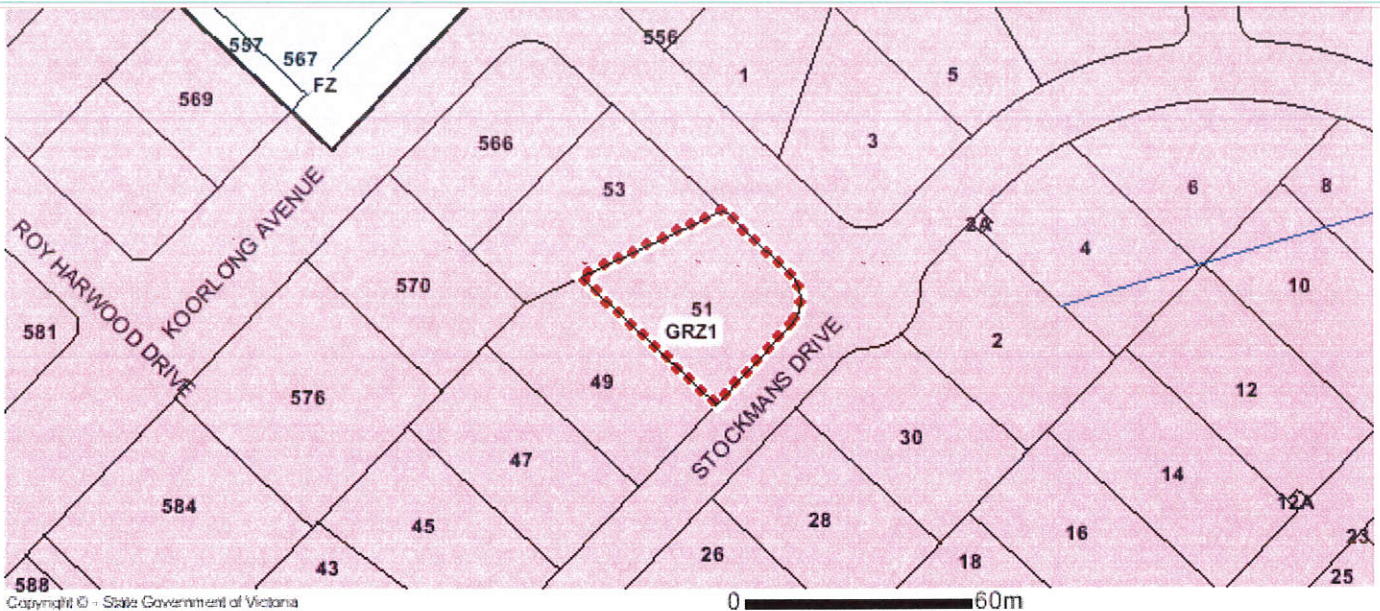
STATE ELECTORATES

Legislative Council: NORTHERN VICTORIA
Legislative Assembly: MILDURA

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

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



Copyright © - State Government of Victoria

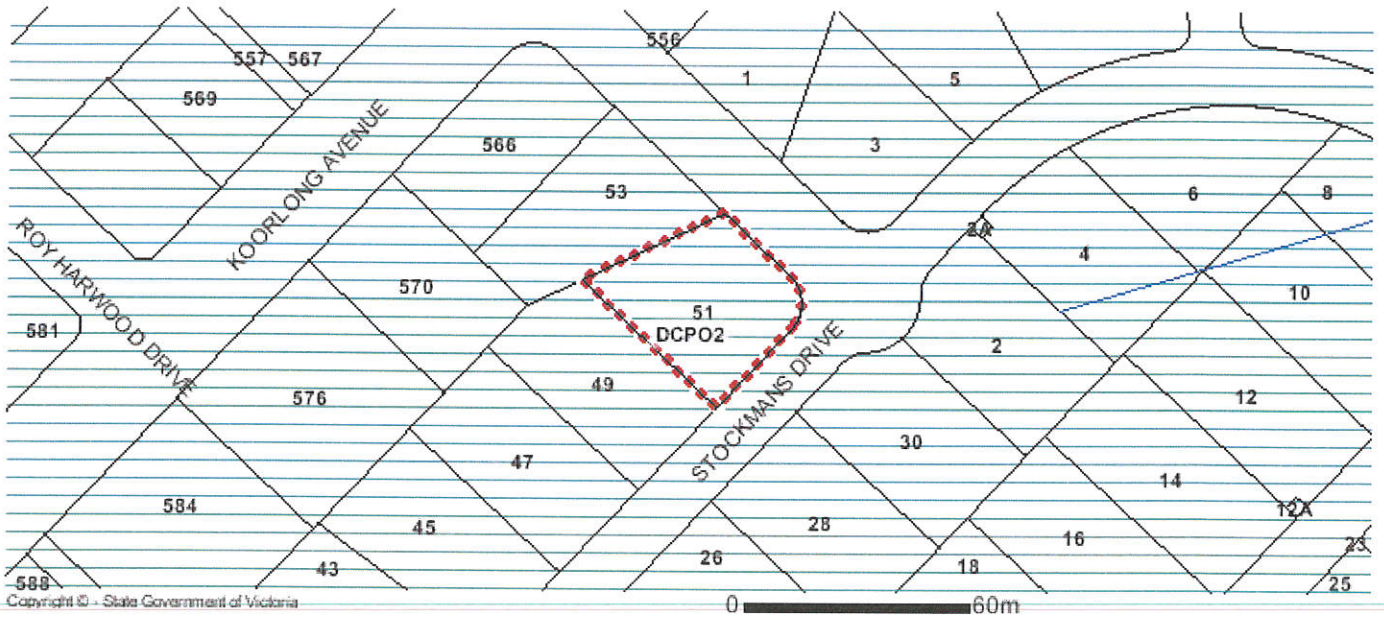
 FZ - Farming  GRZ - General Residential

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DCPO - Development Contributions Plan

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

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



SCO - Specific Controls

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

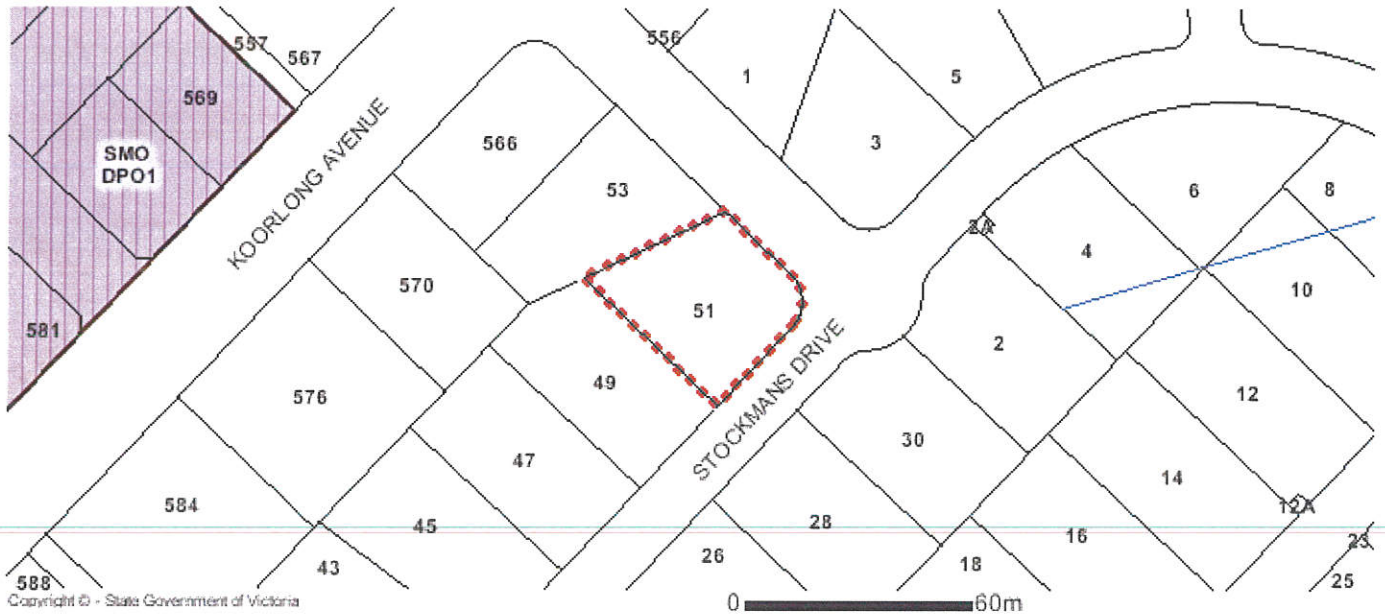
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

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



 DPO - Development Plan

 SMO - Salinity Management

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

Further Planning Information

Planning scheme data last updated on 17 February 2021.

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

This report provides information about the zone and overlay provisions that apply to the selected land.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

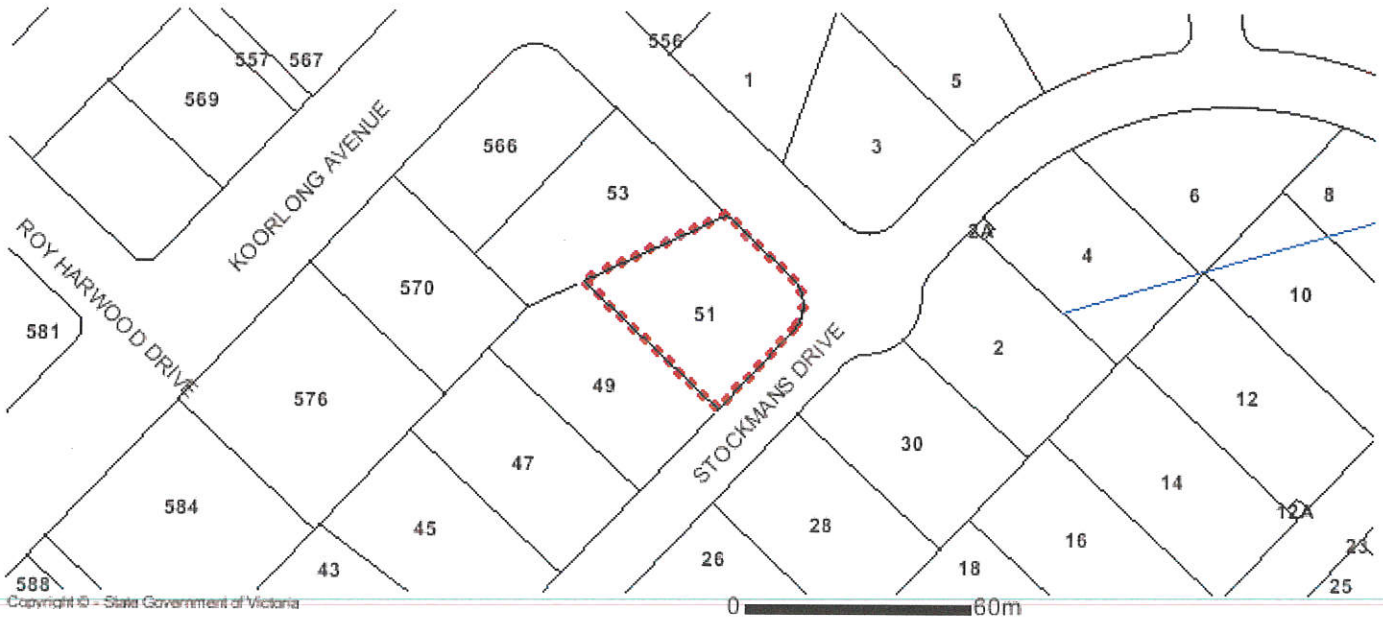
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



 Designated Bushfire Prone Area

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

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

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

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

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

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

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

ENDURING POWER OF ATTORNEY (FINANCIAL)

This Enduring Power of Attorney is made under Part XIA of the Instruments Act 1958 and has effect as a deed.

THIS ENDURING POWER OF ATTORNEY is made on 16th day of February 2007.

1. I IRENE LOUISE LAWN of 51 Stockmans Drive Irymple in the State of Victoria appoint GARRY BENN of 10 Sanctuary Court Lilydale in the said State and DIANNE MICHELLE BENN of 10 Sanctuary Court Lilydale in the said State jointly and severally to be my attorneys.

2. I authorise my attorneys to do on my behalf anything that I may lawfully authorise an attorney to do.

3. The authority of my attorneys is subject to the following conditions, limitations, and instructions:
NIL

4. I declare that this power of attorney begins:

- [X] Immediately.
[] On this date: date
[] On this occasion: occasion

5. I declare that this power of attorney will continue to operate and have full force and effect even if I subsequently become legally incapable.

6. I declare that all previous enduring powers of attorney signed by me are hereby revoked.

Signed as a deed by

I.L. Lawn
IRENE LOUISE LAWN

DAVID ROEALLAN MESSENGER
of 111 Lime Avenue Mildura an Australian
Legal Practitioner within the meaning of the
Legal Profession Uniform Law (Victoria) certify this document
to be a true copy of the original.
Dated the 23 day of February 2021

CERTIFICATE OF WITNESSES

We, DAVID ROEALLAN MESSENGER
111 Lime Avenue Mildura Vic
An Australian Legal Practitioner
of within the meaning of the
Legal Profession Act 2004
and Sandra June Messenger
of 111 Lime Avenue Mildura Vic
Law Clerk
certify -

I DAVID ROEALLAN MESSENGER
of 111 Lime Avenue Mildura an Australian
Legal Practitioner within the meaning of the
Legal Profession Uniform Law (Victoria) certify this document
to be a true copy of the original
Dated the 23 day of February 2021

(Cross out whichever option (a) does not apply)

- (a) that the donor has signed this enduring power of attorney freely and voluntarily in our presence; and
- (b) that at the time of signing, the donor appeared to each of us to have the capacity necessary to make the enduring power of attorney.

[Witness authorised to witness the signing of statutory declarations signs here]

[Signature]
[Other witness signs here]

STATEMENT OF ACCEPTANCE

I GARRY BENN of 10 Sanctuary Court Lilydale in the said State on the
19th day of February, 2007 accept appointment as an attorney under this
enduring power of attorney and undertake -

- (a) to exercise the powers conferred with reasonable diligence to protect the interests of the donor; and
- (b) to avoid acting where there is any conflict of interest between the interests of the donor and my interests; and
- (c) to exercise the powers conferred in accordance with Part XIA of the Instruments Act 1958.

[Signature]
[GARRY BENN]

I DIANNE MICHELLE BENN of 10 Sanctuary Court Lilydale in the said State on the
19th day of February 2007 accept appointment as an attorney under this
enduring power of attorney and undertake -

- (a) to exercise the powers conferred with reasonable diligence to protect the interests of the donor; and
- (b) to avoid acting where there is any conflict of interest between the interests of the donor and my interests; and
- (c) to exercise the powers conferred in accordance with Part XIA of the Instruments Act 1958.

[Signature]
[DIANNE MICHELLE BENN]

DATED

2021

IRENE LOUISE LAWN

VENDORS STATEMENT

Property: 51 Stockmans Drive, Irymple 3498

David Messenger Solicitor
Solicitor
111 Lime Avenue
MILDURA Vic 3500
Tel: 03 5023 5982
Fax: 03 5022 1313
DX 50004 Mildura
Ref: DRM:WQ21536