

# SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

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**Vendor:**      **Kerri Lyn Roberts**

---

**Property:**      **42 Hector Street MILDURA VIC 3500**

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**VENDORS REPRESENTATIVE**

Mildura Property Transfers Pty Ltd  
124A Eighth Street, Mildura 3500

PO Box 1012  
MILDURA VIC 3502

Tel: 03 5022 9300  
Email: [warrick@mildurapropertytransfers.com.au](mailto:warrick@mildurapropertytransfers.com.au)

Ref: Warrick Watts

SECTION 32 STATEMENT  
42 HECTOR STREET MILDURA VIC 3500

**1. FINANCIAL MATTERS**

- (a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s -

Provider	Amount (& interest if any)	Period
Lower Murray Water	See attached	
Mildura Rural City Council	See attached	

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

- (b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

**2. INSURANCE**

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

**3. LAND USE**

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) **BUSHFIRE**

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

SECTION 32 STATEMENT  
42 HECTOR STREET MILDURA VIC 3500

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:

Responsible Authority: See attached Property Report

Zoning:

Planning Overlay/s:

**4. NOTICES**

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

**5. BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

**6. OWNERS CORPORATION**

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

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

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

- (2) ~~Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*):~~  
~~— any certificate of release from liability to pay;~~

SECTION 32 STATEMENT  
42 HECTOR STREET MILDURA VIC 3500

- ~~— any certificate of deferral of the liability to pay;~~
- ~~— any certificate of exemption from the liability to pay;~~
- ~~— any certificate of staged payment approval;~~
- ~~— any certificate of no GAIC liability;~~
- ~~— any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;~~
- ~~— any notice given under that Part providing evidence of an exemption of the liability to pay;~~

OR

- ~~— a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.~~

**8. SERVICES**

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

**9. TITLE**

Attached are the following document/s concerning Title:

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

SECTION 32 STATEMENT  
42 HECTOR STREET MILDURA VIC 3500

- (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
- (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

10. **DUE DILLIGENCE CHECKLIST**

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

**DATE OF THIS STATEMENT**

13 / 3 / 20 21

**Name of the Vendor**

Kerri Lyn Roberts

**Signature/s of the Vendor**

x

*KL Roberts*

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

**DATE OF THIS ACKNOWLEDGMENT**

13 / 3 / 20 21

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

### **IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS**

#### **Undischarged mortgages – S32A(a)**

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

#### **Terms contracts – S32A(d)**

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

**Register Search Statement - Volume 8288 Folio 500**

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

VOLUME 08288 FOLIO 500

Security no : 124088649913B  
Produced 13/03/2021 09:06 AM

LAND DESCRIPTION

Lot 79 on Plan of Subdivision 031192.  
PARENT TITLE Volume 08082 Folio 104  
Created by instrument B043998 25/08/1960

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
KERRI LYN ROBERTS of 42 HECTOR STREET MILDURA VIC 3500  
AE667733B 16/10/2006

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AE667734Y 16/10/2006  
COMMONWEALTH BANK OF AUSTRALIA

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP031192 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: 42 HECTOR STREET MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

DOCUMENT END

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PLAN OF SUBDIVISION OF  
PART OF CROWN PORTIONS 1 & 19<sup>A</sup>  
**PARISH OF MILDURA**  
COUNTY OF KARKAROOC

VOL 6762 FOL 353

Measurements are in Feet & Inches  
Conversion Factor  
FEET X 0.3048 = METRES

**COLOUR CONVERSION**

E-1 = BLUE

R1, R2 = BROWN

**APPROPRIATIONS**

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART  
FOR EASEMENTS OF DRAINAGE AND SEWERAGE AND IS 6 FEET WIDE

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART  
FOR EASEMENTS OF WAY AND DRAINAGE

**NOTE:**

LOT 31 HAS BEEN OMITTED FROM THIS PLAN;

**ENCUMBRANCES**

THE RESERVATIONS AND CONDITIONS CONTAINED IN  
Tr. No. 260198 AFFECT THE FOLLOWING LOTS IN PART OR WHOLE:

WHOLE LOTS: 13 to 19 (B. 1.), 40, 41; 69 to 86 (B. 1.) & 90 to 144 (B. 1.);

PART LOTS: 12, 20, 39, 42; 56 to 68 (B. 1.), 87 & 144 A. AND ROADS

THE RESERVATIONS AND CONDITIONS CONTAINED IN  
Tr. No. 305397 AFFECT THE FOLLOWING LOTS IN PART OR WHOLE:

WHOLE LOTS: 1 to 3 (B. 1.), 7, 10, 11, 21; 32 to 38 (B. 1.); 43 to 52 (B. 1.), 88 & 89;

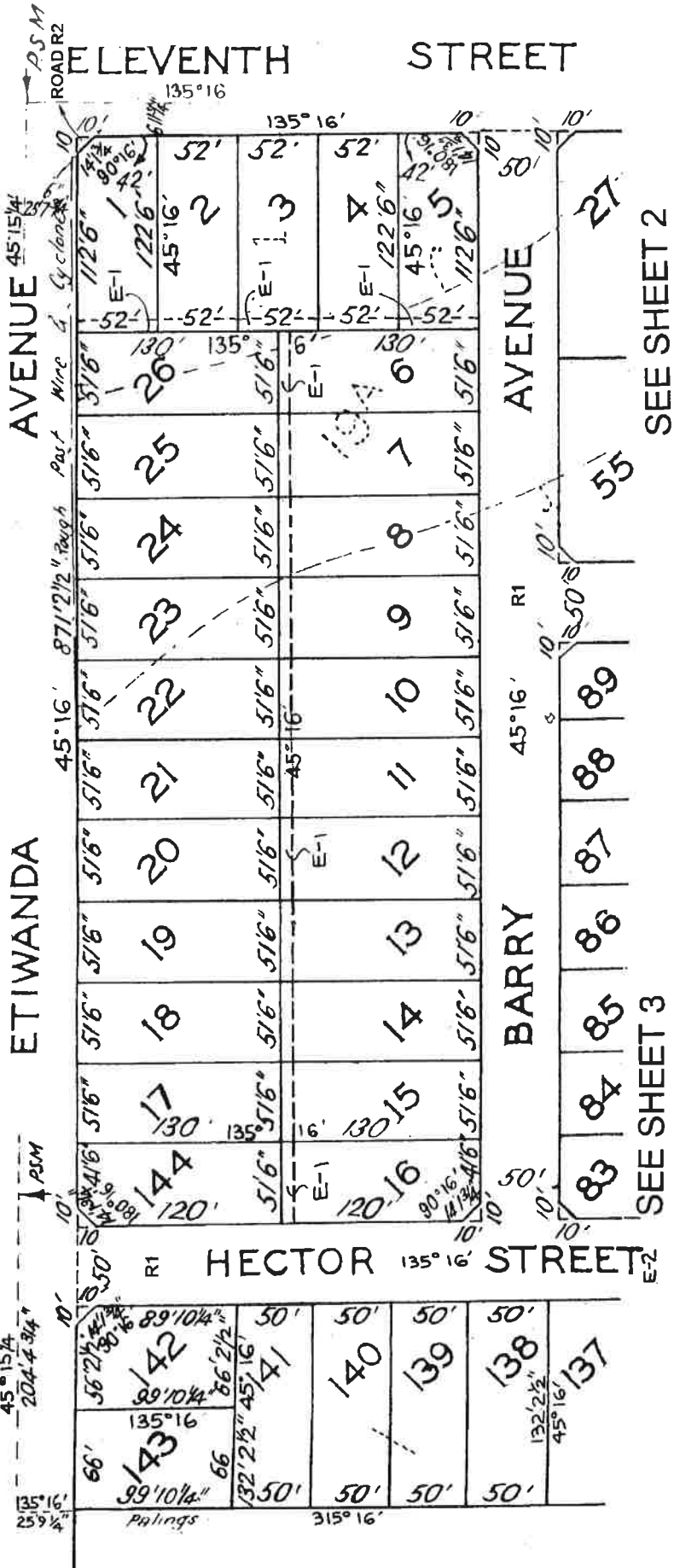
PART LOTS: 4 to 6 (B. 1.); 8, 9, 12, 20, 22, 23; 26 to 30 (B. 1.); 39, 42; 53 to 68 (B. 1.);  
87 & 144A. AND ROADS

LP 31192

EDITION 2

PLAN MAY BE LODGED  
18/07/1955

4 SHEETS  
SHEET 1.

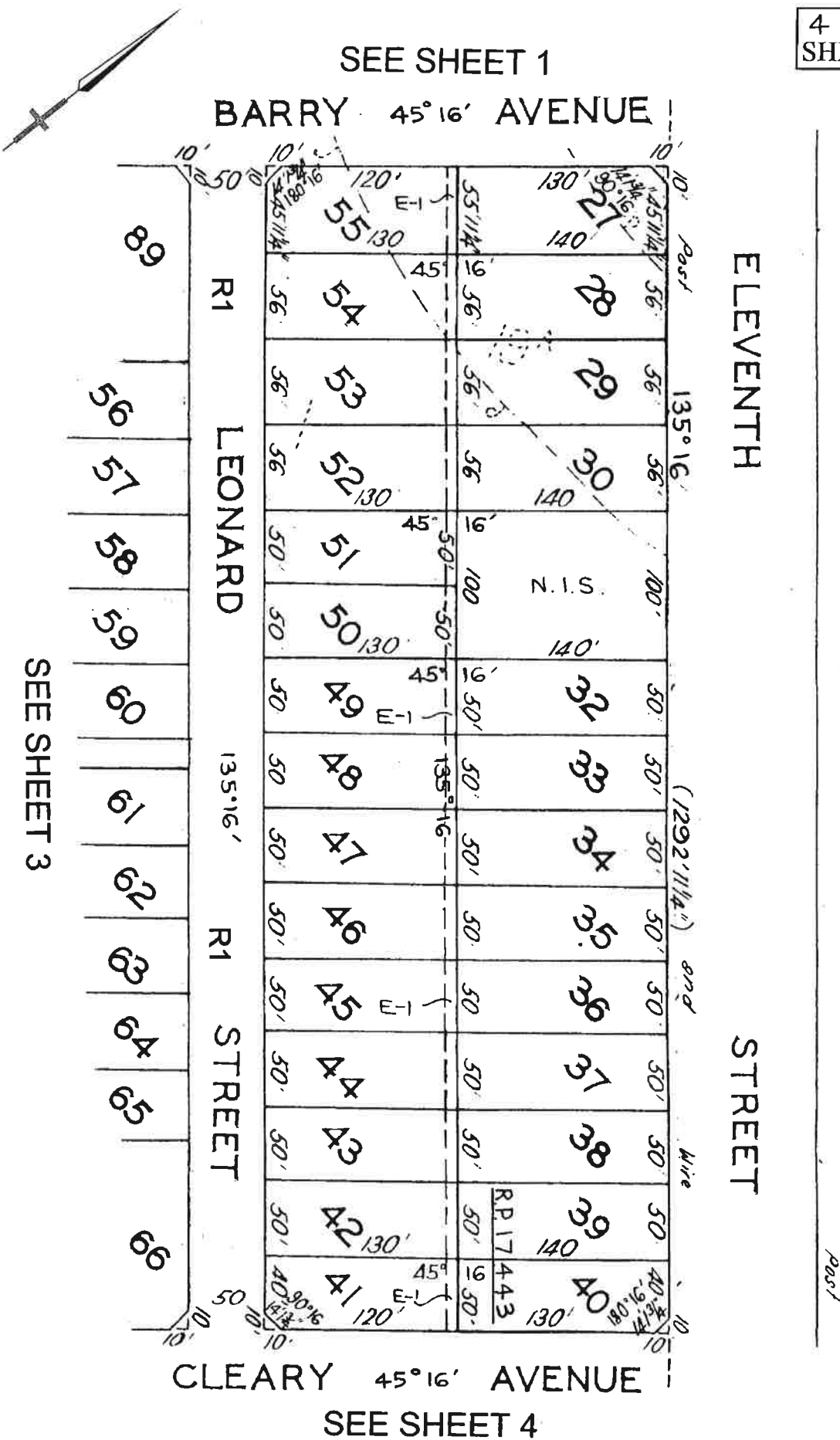


WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.



LP 31192

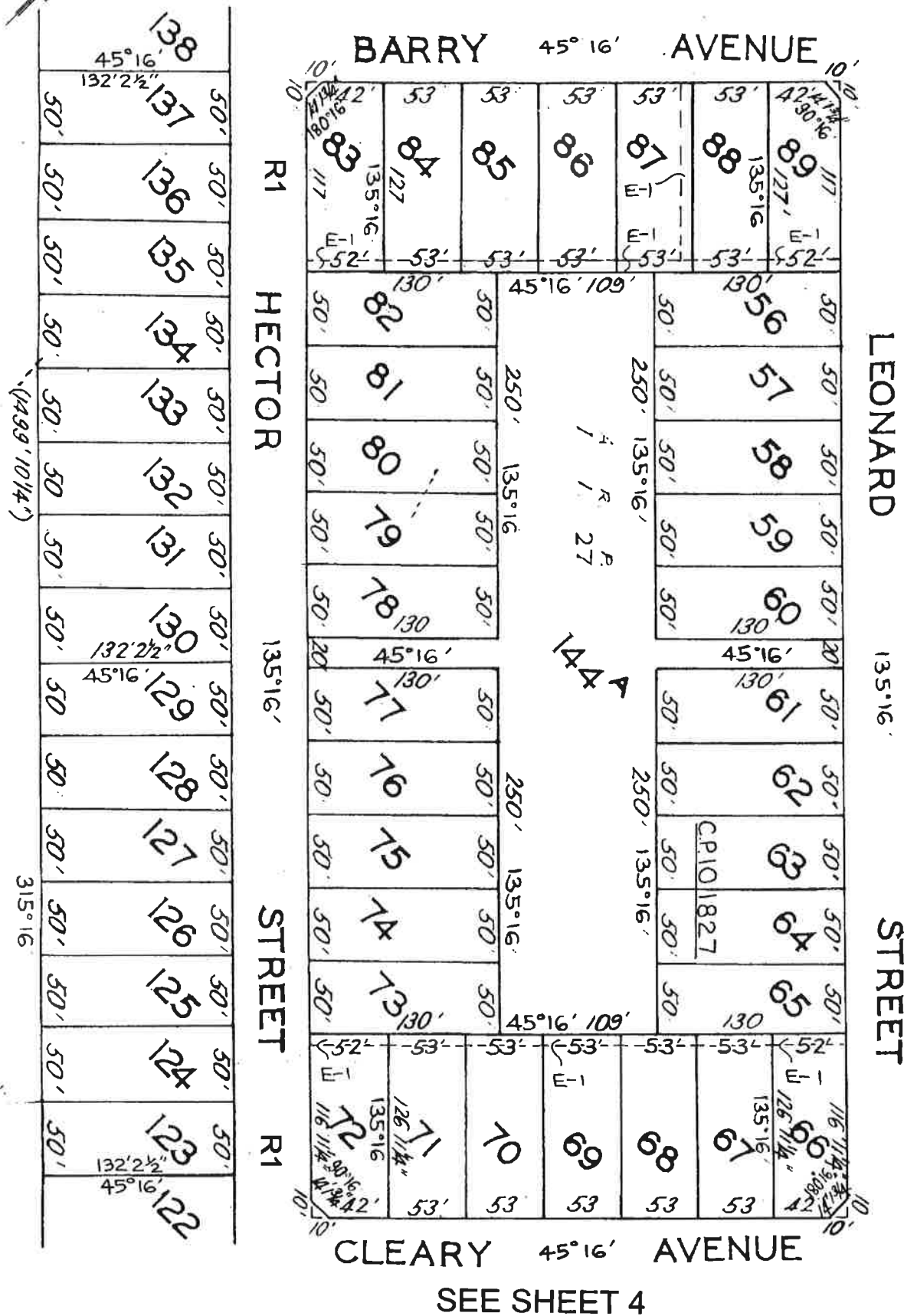
4 SHEETS  
SHEET 2.



LP 31192

4 SHEETS  
SHEET 3.

SEE SHEET 1



LP 31192

4 SHEETS  
SHEET 4.

SEE SHEET 2

SEE SHEET 3

LEONARD STREET

ELEVENTH STREET

STREET

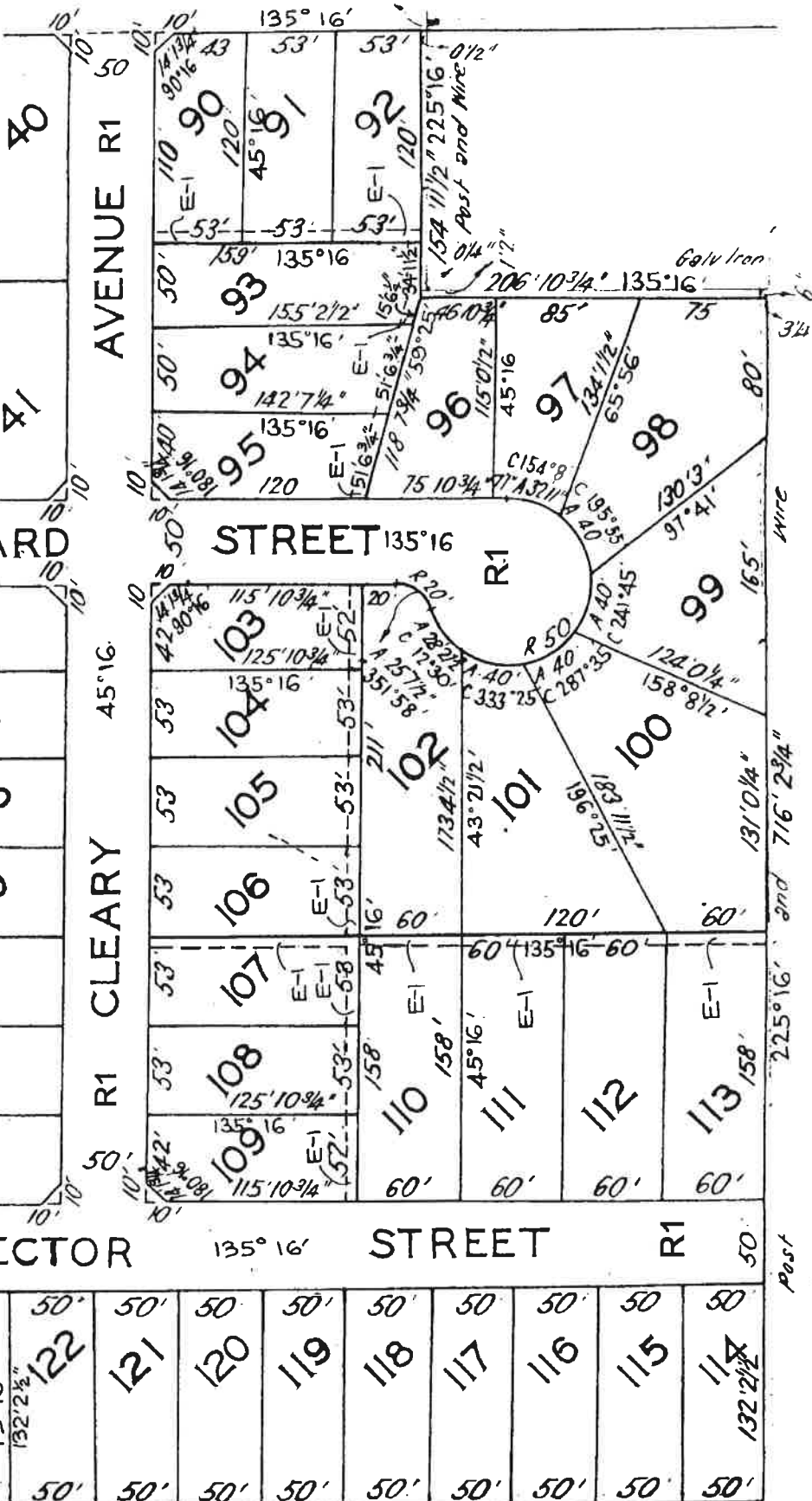
HECTOR STREET

STREET

R1

123	50'	50'	50'	50'	50'	50'	50'	50'	50'
122	50'	50'	50'	50'	50'	50'	50'	50'	50'
121	50'	50'	50'	50'	50'	50'	50'	50'	50'
120	50'	50'	50'	50'	50'	50'	50'	50'	50'
119	50'	50'	50'	50'	50'	50'	50'	50'	50'
118	50'	50'	50'	50'	50'	50'	50'	50'	50'
117	50'	50'	50'	50'	50'	50'	50'	50'	50'
116	50'	50'	50'	50'	50'	50'	50'	50'	50'
115	50'	50'	50'	50'	50'	50'	50'	50'	50'
114	50'	50'	50'	50'	50'	50'	50'	50'	50'

315° 16'



# MODIFICATION TABLE

## RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

# PLAN NUMBER

**LP 31192**

[illegible]

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533833 101

TO THE REGISTRAR OF TITLES  
PLEASE REGISTER THIS TRANSFER

*Chaffey Bros title*  
*A*  
*2.5pm*  
*10th M B Chaffey*

MICROFILMED

260198

FREEHOLD

VICTORIA

VICTORIA.



# Transfer of Land.



0260198-1-8

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 *One hundred*

*pounds (£100)*

paid to us by

*Annie Augusta Chaffey that wife of George Chaffey of Melbourne*

do hereby transfer to the said

*Annie Augusta Chaffey*

All our estate and interest in All that piece of land being Lot

of Section *Twenty-nine* of Block *F* of Crown portion *One*

parish of Mildura County of Karkaree delineated on the plan of subdivision lodged at the

Office of Titles Numbered *2272* 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 *2040* Folio *407912*

## 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 hereinbefore 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 *Annie Augusta Chaffey* her executors administrators transferees or assigns will at her or their own expense forthwith ~~destroy~~ destroy and keep the said land free from all vermin, noxious insects, scale bugs, Bathurst borer, wild brair and gorse.

*2040 Part 912 30 acres 1/4*

*KB 1/1/89*

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 *Amie A. Chaffey* is the holder of *Thirty* paid-up Shares in the said Company numbered from *1961 to 1990*.

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 *Twentieth* day of *July* one thousand eight hundred and *eighty nine*.

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 *Amie A. Chaffey*  
in the presence of *E. J. Cooke*

*Amie A. Chaffey*

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

*Stephen Courton*  
*Geo Chaffey*  
*J. F. Riburn*

DIRECTORS.

(L.S.)

SECRETARY.



# The Mildura Irrigation Company Limited.

No. 85

Incorporated under "The Companies Statute 1864."

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

This is to Certify that *Annie Augusta Chaffey*  
of *Melbourne* is the Proprietor of *Thirty*  
paid-up Shares of The Mildura Irrigation Company Limited, numbered  
*1961* to *1990* inclusive, subject to the Articles of Association  
of the said Company, *appertaining to Allotments Two Eleven and Twelve of*  
*Section Twenty-nine of Block I.*

Given under the Common Seal of the said Company, at *Melbourne*  
this *twentieth* day of *July* 188*7*.

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

*Geo Chaffey* } Directors.  
*Stephen Leveston* } *J. L. Pilbourn* Secretary.



0260198-2-3



Appeared before me at *Melbourne* the *31<sup>st</sup>* day of *July*

One thousand eight hundred and *eighty nine*

*Henry Frank Cook*  
the attesting witness to this instrument, and declared that he personally knew *Annie Augusta Chaffey*  
the person signing the same, and whose signature the said *Henry Frank Cook*  
attested; and that the same purporting to be the signature of the said *Annie Augusta Chaffey*  
is her own hand-writing, and that she was of sound mind, and freely and voluntarily signed such instrument

**Transfer.**

MESSRS. G. and W. E. CHAFFEY

Date

*30<sup>th</sup> March 1898*

TO

*Annie Augusta Chaffey*

MEMORIAL OF INSTRUMENT

Nature of Instrument	Time of its Production for Registration	Names of the parties thereto.	No. or Symbol thereon
TRANSFER	The <i>29<sup>th</sup></i> day of <i>August</i> 18 <i>95</i>	<i>George Chaffey and</i> <i>August William Benjamin</i> <i>Chaffey</i> TO <i>Annie Augusta</i> <i>Chaffey</i>	<i>180198</i>
<i>as to part</i>	<i>at 6 o'clock in afternoon</i>	<i>at Melbourne</i>	<i>West Registrar of Titles</i>

I certify that a Memorial of the within Instrument was entered in the Register Book Vol. *1000* Folio *100* at the time last above mentioned.

*West Registrar of Titles*



D260198-2-3



835517

212

305397

1211

TO THE REGISTRAR OF TITLES  
PLEASE REGISTER THIS TRANSFER



A

MICROFILME

Freehold

VICTORIA.

# Transfer of Land.

**WE, GEORGE CHAFFEY and WILLIAM BENJAMIN CHAFFEY**

Melbourne and Mildura in the Colony of Victoria Irrigationists being registered proprietors of an Estate in fee simple in the land hereinafter described :  
encumbrances notified hereunder in consideration of the sum of One

and forty six pounds

paid to us by Annie Augusta Chaffey of Melbourne  
wife of George Chaffey of the same place

do hereby transfer to the said Annie Augusta Chaffey  
All our estate and interest in All that piece of horticultural land being Lot One

of Section Twenty nine of Block F of Crown portion one  
Parish of Mildura County of Karkaroc delineated on the plan of subdivision lodged at  
the Office of Titles Numbered 2272 TOGETHER with  
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 20410 Folio 4407912

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 out 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  
hereinbefore assured and also to go pass and regress 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 Annie Augusta Chaffey her  
executors administrators transferees or assigns will at her 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.



0305397-1-2

Paid  
82073912 P  
Cutt  
3791

33

Sh  
Pach  
4/1/1

1/12/21

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

Annie Augusta Chaffey  
is the holder of Seven

acres in the said Company numbered from 8307 to 8313.

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

This fourth day of February One thousand  
and ninety one

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

Wm Patterson

Geo Chaffey  
W B Chaffey  
by his atty Geo Chaffey

Signed by the said Annie  
Augusta Chaffey  
in the presence of

C. J. Cooke

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

Geo Chaffey  
Wm Patterson

DIRECTORS.

(L.S.)

J. A. Nicolson

SECRETARY.



0305397-1-2

305397

The Mildura Irrigation Company Limited.

No. 546

Incorporated under "The Companies Act 1884."

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

This is to Certify that *Ann Augusta Chappell*  
of *Wentworth* is the Proprietor of *Seven*  
Paid-up Shares of The Mildura Irrigation Company Limited, numbered  
*5307* to *5313*, inclusive, subject to the Articles of Association  
of the said Company, and appertaining to Lot *Two* of section  
*Wentworth Block V*.

Given under the Common Seal of the said Company, at *Claremont*  
this *twenty-first* day of *February* 189*1*.

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

*Ann Augusta Chappell* Directors.

*J. A. Nicolson* Secretary.



0305397-2-8

appeared before me at St Albans the 17th day of March,  
One thousand eight hundred and ninety one Edwiger Frank Cook  
the attesting witness to this instrument, and declared that he personally knew Annie Augusta Chaffey  
the person signing the same, and whose signature the said Edwiger Frank Cook  
attested; and that the same purporting to be the signature of the said Annie Augusta Chaffey  
is her own handwriting, and that she was of sound mind, and freely and voluntarily signed such instrument.

*[Signature]*

DATED 21<sup>st</sup> February 1891

MESSRS. G. and W. B. CHAFFEY

Annie Augusta Chaffey

Transfer.

8/1 Feb.

MEMORIAL OF INSTRUMENT.

Nature of Instrument.	Time of its Production for Registration.	Names of the Parties thereto.	No. of Symbol thereon.
TRANSFER.	The <u>26th</u> day of <u>June</u> 18 <u>91</u> at <u>11.36</u> o'clock in the <u>fore</u> noon	<u>George Chaffey and William Benjamin Chaffey</u> TO <u>Annie Augusta Chaffey</u>	<u>305397</u>

as to part.

*Jas Davidson*  
 Asst. Registrar of Titles.

I certify that a Memorial of the within Instrument was entered in the Register Book Vol. 20740 Fol. 1407912 at the time last above mentioned.

*Jas Davidson*  
 Asst. Registrar of Titles.



0305397-2-8



Mildura Rural City Council

Internal Use Only



TAX INVOICE

ANN 17 193722 047

Kerri Roberts  
PO Box 660cp  
MILDURA VIC 3501



1020099  
R3\_8867

### Total Rates & Charges For this Year

**\$1,755.98**

Refer below for payment options

## Rate and Valuation Notice

1 July 2020 to 30 June 2021

### Property Location & Description

42 Hector Street MILDURA VIC 3500  
Lot 79 PS 31192 Sec 29 Blk F

AVPCC: 110 - Detached Home

### RATING DETAILS

Residential Rate  
Waste Management

0.00620605	193000	\$1,197.77
434.79	1	\$434.79

### VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Fire Levy (Fixed)	113.00	1	\$113.00
Residential Fire Levy (Variable)	0.000054	193000	\$10.42

### PAYMENT DEADLINES EXTENDED

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

### COVID-19 SUPPORT

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

**TOTAL AMOUNT**

**\$1,755.98**

Payment In full

Due 15 Feb 2021  
\$1,755.98

Or

1st Instalment

Due 14 Oct 2020  
\$438.98

2nd Instalment

Due 14 Dec 2020  
\$439.00

3rd Instalment

Due 28 Feb 2021  
\$439.00

4th Instalment

Due 31 May 2021  
\$439.00

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

## Payment Slip

Kerri Roberts  
42 Hector Street MILDURA VIC 3500  
Assessment No: 3271

**Payment In Full: \$1,755.98**

**Or 1st Instalment: \$438.98**



Bill code: 93922  
Ref: 32714

BPAY this payment via internet or phone banking.  
BPAY View - View and pay this bill using internet banking.  
BPAY View Registration No.: 32714

POST billpay



Full Payment \*41 32714



Post Billpay Bill code: 0041  
Ref: 32714

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

Centrepay Ref:  
555 054 730B



Internal Use Only

**MILDURA**

741 - 759 Fourteenth Street Mildura 3500  
 PO Box 1438 Mildura 3502  
 AUSDOC DX 50023  
 Tel: (03) 5051 3400 Fax: (03) 5051 3480  
 Office Hours 8.00am - 5.00pm Monday - Friday  
**SWAN HILL**  
 73 Beveridge Street Swan Hill 3585  
 PO Box 1447 Swan Hill 3585  
 AUSDOC DX 30164  
 Tel: (03) 5036 2150 Fax: (03) 5036 2180  
 Office Hours 8.00am - 5.00pm Monday - Friday



**24 Hour Supply Emergency**  
**1800 808 830**



ABN 18 475 808 826  
 www.lmw.vic.gov.au

**KERANG**

56 Wellington Street Kerang 3579  
 PO Box 547 Kerang 3579  
 AUSDOC DX 57908  
 Tel: (03) 5450 3960 Fax: (03) 5450 3967  
 Office Hours 8.00am - 1.00pm Monday - Friday

**Reference No. 003844**

**URBAN ACCOUNT**

**Amount Due \$189.53**

**Due Date 13-NOV-2020**

Date Of Issue 8/10/2020

Tariffs and Charges Notice  
 2nd Quarter 2020/21  
 01/10/2020 - 31/12/2020

**POST \*850 700038441**

Property Address : 42 HECTOR STREET MILDURA VIC 3500 (Prop:3844) - Urban Account  
 Lot 79 LP 31192 Blk F Sec 29 Vol 8288 Fol 500

	Charge	Balance
Water Service Tariff	52.09	52.09
Water by Measure Chg-Info on reverse	14.48	14.48
Sewerage Service Tariff	122.96	122.96

**TOTAL OWING \$189.53**



Payments/Credits since last Notice \$214.43

### Payment Slip - Methods of Payment

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



**Direct Debit**  
 Please contact your local office.



**Centrepay**  
 Use Centrepay to arrange regular deductions from your Centrelink payment, simply call any Lower Murray Water Office.



**Billpay Code: 0850**  
**Ref: 7000 3844 1**

Pay in person at any Post Office.



**Biller Code: 78477**  
**Ref: 7000 3844 1**

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card

003844

42 HECTOR STREET MILDURA VIC 3500 (Prop:3844) - Urban Account



\*850 700038441

\$189.53



**Biller Code: 78477**  
**Ref: 7000 3844 1**

**BPAY®** - Make this payment via internet or phone banking.

**BPAY View®** - Receive, view and pay this bill using internet banking.

**BPAY View** Registration No: 7000 3844 1

Payment Ref: 7000 3844 1



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

**Amount Due**

**\$189.53**

See reverse for In Person and By Mail options

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 13 March 2021 09:08 AM

## PROPERTY DETAILS

Address: **42 HECTOR STREET MILDURA 3500**  
Lot and Plan Number: **Lot 79 LP31192**  
Standard Parcel Identifier (SPI): **79\LP31192**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **3271**  
Planning Scheme: **Mildura**  
Directory Reference: **VicRoads 535 R8**

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

[planning-schemes.delwp.vic.gov.au/schemes/mildura](http://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**

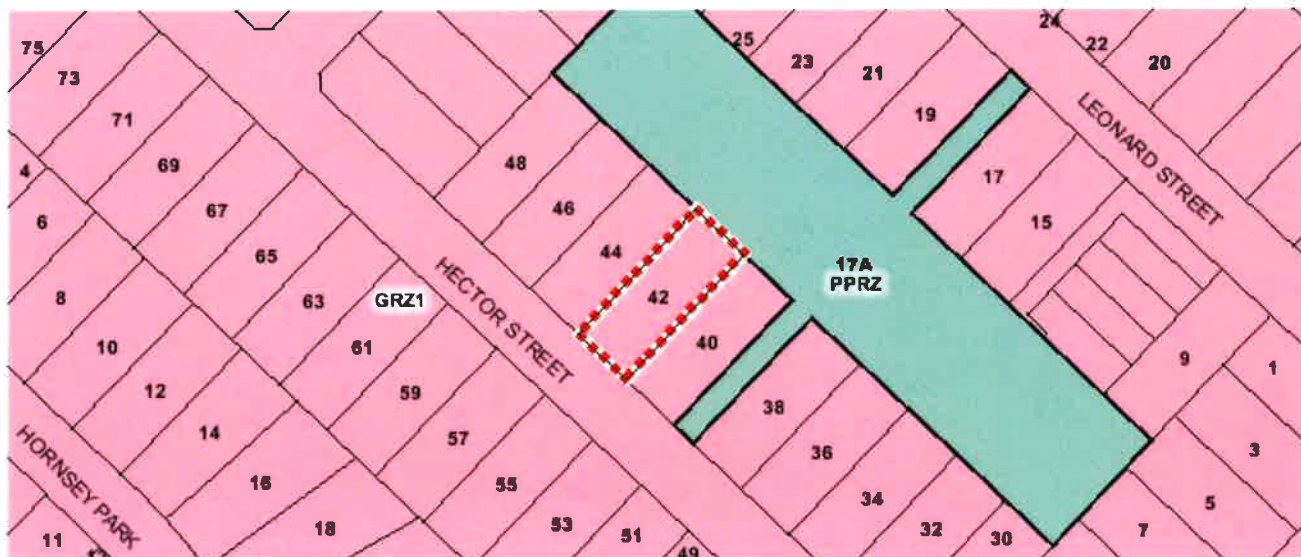
## STATE ELECTORATES

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

## Planning Zones

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

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



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GRZ - General Residential

PPRZ - Public Park & Recreation

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 [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-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 Overlay

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

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



SCO - Specific Controls

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

## Further Planning Information

Planning scheme data last updated on 11 March 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.**



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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](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

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

# Due diligence checklist

## What you need to know before buying a residential property

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

## **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.