

# 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:** Eddie Poon and Omar Seegar Poon and Mirina Melina Lyee Marshall (formerly Poon)

---

**Property:** 9 Kelvin Avenue 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  
9 KELVIN AVENUE 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*.

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9 KELVIN AVENUE 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;~~

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9 KELVIN AVENUE 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	Not Connected
Water supply	Not 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  
9 KELVIN AVENUE 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**

/  /20

**Name of the Vendor**

Eddie Poon and Omar Seegar Poon and Mirina Melina Lyee Marshall (formerly Poon)

**Signature/s of the Vendor**

x

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

**DATE OF THIS ACKNOWLEDGMENT**

/  /20

**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 7717 Folio 195**

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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 07717 FOLIO 195

Security no : 124092760098K  
Produced 29/09/2021 02:01 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 014387.  
PARENT TITLE Volume 06496 Folio 185  
Created by instrument 2488808 07/05/1952

REGISTERED PROPRIETOR

Estate Fee Simple  
TENANTS IN COMMON  
As to 1 of a total of 3 equal undivided shares  
Sole Proprietor  
EDDIE POON of 16 LANGTREE PD MILDURA 3500  
As to 1 of a total of 3 equal undivided shares  
Sole Proprietor  
OMAR SEEGAR POON of 16 LANGTREE PD MILDURA 3500  
As to 1 of a total of 3 equal undivided shares  
Sole Proprietor  
MIRINA MELINA LYEE POON of 16 LANGTREE PD MILDURA 3500  
W876710U 29/06/2000

ENCUMBRANCES, CAVEATS AND NOTICES

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 LP014387 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: 9 KELVIN AVENUE MILDURA VIC 3500

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 29/09/2021, for Order Number 70591256. Your reference: Poon.**

PLAN OF SUBDIVISION  
OF PART OF CROWN PORTION I  
(BEING PART LOT 8 AND PART LOT 9  
SECTION 31 BLOCK F ON L.P. 2168)  
PARISH OF MILDURA  
COUNTY OF KARKAROO

VOL. 2446 FOL. 093

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

LP 14387

EDITION 2

PLAN MAY BE LODGED 25-6-1937

COLOUR CODE

BL=BLUE G=GREEN  
R1=BROWN P=PURPLE  
Y=YELLOW R=RED  
H=HATCH CH=CROSS HATCH

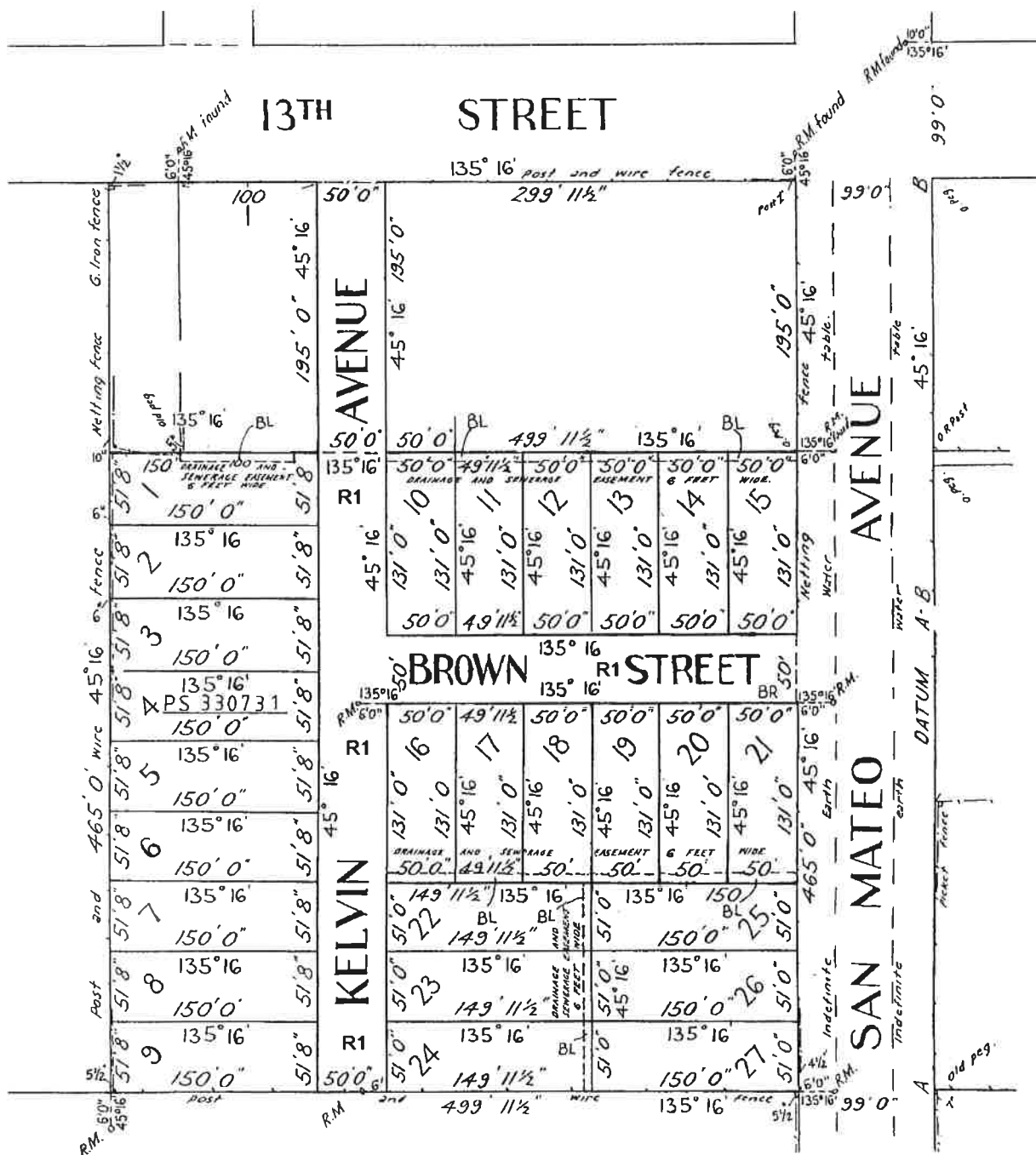
APPROPRIATIONS

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

THE LAND COLOURED BROWN  
IS APPROPRIATED OR SET  
APART FOR ROADS

ENCUMBRANCES

THE RESERVATIONS AND  
CONDITIONS CONTAINED IN  
TRANSFER NUMBER 327489  
AFFECTS THE WHOLE OF  
THE LAND IN THIS PLAN



# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

# PLAN NUMBER

LP 14387

[illegible]

694413

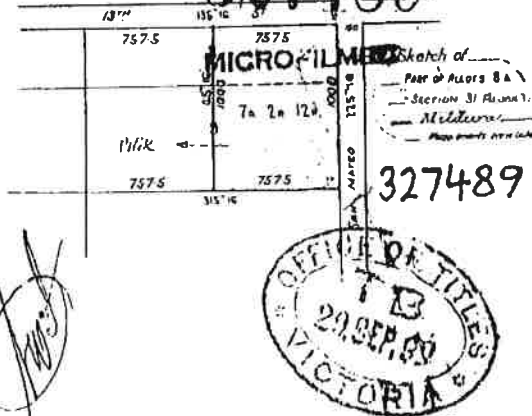
TO THE REGISTRAR OF TITLES  
PLEASE REGISTER THIS TRANSFER



2.36/100

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VICTORIA.



VLTO

"This reproduction is the best obtainable from the original."

# 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 One hundred and fifty one pounds ten shillings paid to us by William Valentine of Mildura aforesaid Engineer do hereby transfer to the said William Valentine All our estate and interest in All that piece of horticultural land and being Eastern portion of Lots Eight and Nine (more particularly delineated and described on the plan in the margin hereof and colored pink.)

of Section Thirty one of Block F of Crown portion One Parish of Mildura County of Karkaroor delineated on the plan of subdivision lodged at the Office of Titles Numbered 2168 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 404912

Part  
7.2.12

Cur et al  
1.10.12

Sp. Bell  
3/10/12

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 William Valentine 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 beet wild brine and vermin.

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

William Valentine  
is the holder of Eight

paid-up Shares in the said Company numbered from 114.254 to 114.261.

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 Tenth day of September One thousand eight hundred and ninety-two

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 William Valentine  
in the presence of

William Valentine  
Herbert Ransom

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

George H. Rusk  
W B Chaffey

DIRECTORS.

(L.S.)

George H. Tolley

SECRETARY.

327489.

# The Mildura Irrigation Company Limited.

Incorporated under "The Companies' Act, 1890"

No. 1086

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

This is to Certify that *William Valentini* of *Mildura* *Esquire* is the Proprietor of *Eight* Said-up Shares of The Mildura Irrigation Company Limited, numbered *14254* to *14261* inclusive, subject to the Articles of Association of the said Company, and appertaining to *Sat the Eastern portion of Lots Eight and Nine of Section Thirty-one* of Block *7*

Given under the Common Seal of the said Company, at *Mildura* this *Twelfth* day of *September* 189*2*.

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

*George H. R. King*  
*W. Schaff* } Directors.

*George H. R. King* Secretary.

THE MILDURA IRRIGATION COMPANY LIMITED.  
INCORPORATED IN AUSTRALIA.  
10, QUEEN STREET, MILDURA.

Appeared before me at *Melrose* the *twelfth* day of *September*  
 One thousand eight hundred and *ninety-two* *Herbert Ransom*  
 the attesting witness to this instrument, and declared that he personally knew *William Valentine*  
 the person signing the same, and whose signature the said *Herbert Ransom*  
 attested; and that the name purporting to be the signature of the said *William Valentine*  
 is his own handwriting, and that he was of sound mind, and freely and voluntarily signed such instrument.

*William Valentine*

DATED *10th September 1892*

MESSRS. G. and W. B. CHAFFEY

TO

*William Valentine*

Transfer.

*East part of Lots 6 & 7, Section 31*  
*Block 27*

A. R. Hanna & Co., Printers, Every Street, Melbourne

MEMORIAL OF INSTRUMENT.

Nature of Instrument.	Time of its Production for Registration.	Names of the Parties thereto.	No. or Symbol thereon.
TRANSFER.	The <i>29th</i> day of <i>September</i> 18 <i>92</i> at <i>2.36</i> o'clock in the <i>after</i> noon	<i>George Chaffey and William Benjamin Chaffey</i> TO <i>William Valentine</i>	<i>327489</i>
<i>astopart</i>			

*Asst* Registrar of Titles.

I certify that a Memorial of the within Instrument was entered in the Register Book Vol. *2040* Fol. *1407912* at the time last above mentioned.

*Asst* Registrar of Titles.

Y=Yellow G=Green O=Orange  
BL=Blue BR=Brown CH=Cross Hatched  
R=Red P=Purple PK=Pink H=Hatched

Y=Yellow G=Green O=Orange  
BL=Blue BR=Brown CH=Cross Hatched  
R=Red P=Purple PK=Pink H=Hatched

Rule

327489

A

7.36/мч.

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VICTORIA.

ster of Land.

Enlarged Reproduction  
of Instrument No: \_\_\_\_\_

327489

**Y** and **WILLIAM BENJAMIN CHAFFEY** of  
Colony of Victoria Irrigationists being registered as the  
simple in the land hereinafter described subject to the  
in consideration of the sum of One hundred  
pounds ten shillings



Mildura Rural City Council



TAX INVOICE  
ABN 42 498 937 037



Mr E & Omar Poon & Melina Poon  
PO Box 10248  
MILDURA VIC 3502



033  
1014734  
R2\_14195

**Total Rates & Charges For this Year**

**\$1,632.22**

Refer below for payment options

## Rate and Valuation Notice

1 July 2021 to 30 June 2022

### Property Location & Description

9 Kelvin Avenue MILDURA VIC 3500  
Lot 5 PS 14387 Sec 31 Blk F

AVPCC: 110 - Detached Home

### RATING DETAILS

Residential Rate  
Waste Management

0.0059305	179000	\$1,061.56
446.1	1	\$446.10

### VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Fire Levy (Fixed)  
Residential Fire Levy (Variable)

114.00	1	\$114.00
0.000059	179000	\$10.56

**TOTAL AMOUNT**

**\$1,632.22**

Payment In full	Or	1st Instalment	2nd Instalment	3rd Instalment	4th Instalment
Due 15 Feb 2022 \$1,632.22		Due 30 Sep 2021 \$408.04	Due 30 Nov 2021 \$408.06	Due 28 Feb 2022 \$408.06	Due 31 May 2022 \$408.06

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

Mr E & Omar Poon & Melina Poon  
9 Kelvin Avenue MILDURA VIC 3500  
Assessment No: 3683

**Payment In Full: \$1,632.22**

**Or 1st Instalment: \$408.04**

**Biller code: 93922**  
**Ref: 36830**

BPAY this payment via Internet or phone banking.  
BPAY View: View and pay this bill using Internet banking.  
BPAY View Registration No.: 36830

POST billpay



Full Payment \*41 36830



Post Billpay **Biller code: 0041**  
**Ref: 36830**

Pay in person at any post office, phone  
13 18 16 or go to postbillpay.com.au

**Centrepay Ref:**  
**555 054 730B**

Internal Use Only



**LOWER MURRAY  
WATER**

ABN 18 475 808 826

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

**URBAN ACCOUNT**

Date Of Issue 16/07/2021



405837-001 016544(37147) D033  
MR E POON & MR O POON  
PO BOX 10248  
MILDURA VIC 3502

**Reference No:** 00426

**Amount Due:** \$174.2

**Due Date:** 13-AUG-202

Tariffs and Charges Notice  
1st Quarter 2021/22  
01/07/2021 - 30/09/2021

**POST** \*850 700042633

Property Address : 9 KELVIN AVENUE MILDURA VIC 3500 (Prop:4263) - Urban Account  
Lot 5-LP-14387 Blk F Sec 31-Vol 7717 Fol 195

Water Service Tariff  
Sewerage Service Tariff

Charge	Balance
51.84	51.84
122.38	122.38

**TOTAL OWING** \$174.22

paid 25/8/21  
\$174.22

#N282511306133



Payments/Credits since last Notice \$175.05

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

004263

9 KELVIN AVENUE MILDURA VIC 3500 (Prop:4263) - Urban Account



**Direct Debit**  
Please contact your local office



\*850 700042633

\$174.22



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



**Billpay Code: 0850**  
**Ref: 7000 4263 3**

Pay in person at any Post Office



**Bill Code: 78477**  
**Ref: 7000 4263 3**

**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 4263 3

**Amount  
Due**

**\$174.22**



**Bill Code: 78477**  
**Ref: 7000 4263 3**

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



Payment Ref: 7000 4263 3

**By Phone**

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

See reverse for  
In Person and Bu Mail options

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 29 September 2021 02:03 PM

## PROPERTY DETAILS

Address: **9 KELVIN AVENUE MILDURA 3500**  
Lot and Plan Number: **Lot 5 LP14387**  
Standard Parcel Identifier (SPI): **5\LP14387**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **3683**  
Planning Scheme: **Mildura**  
Directory Reference: **VicRoads 535 P7**

[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**

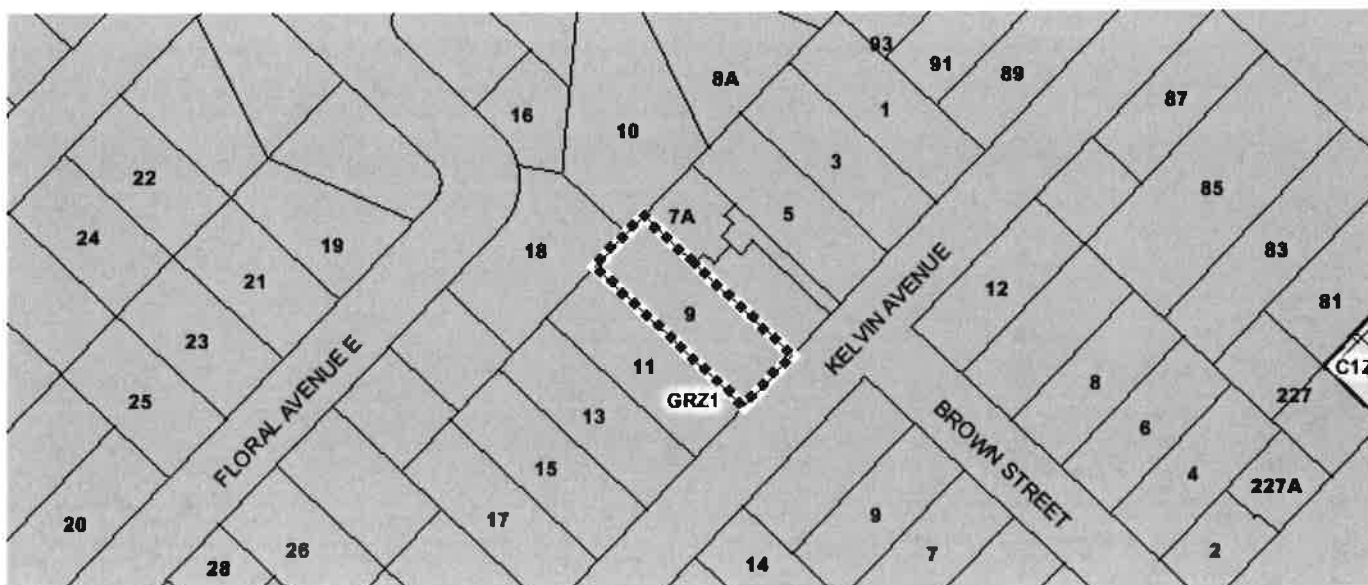
## STATE ELECTORATES

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

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



Copyright © - State Government of Victoria

0 50m

C1Z - Commercial 1

GRZ - General Residential

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).

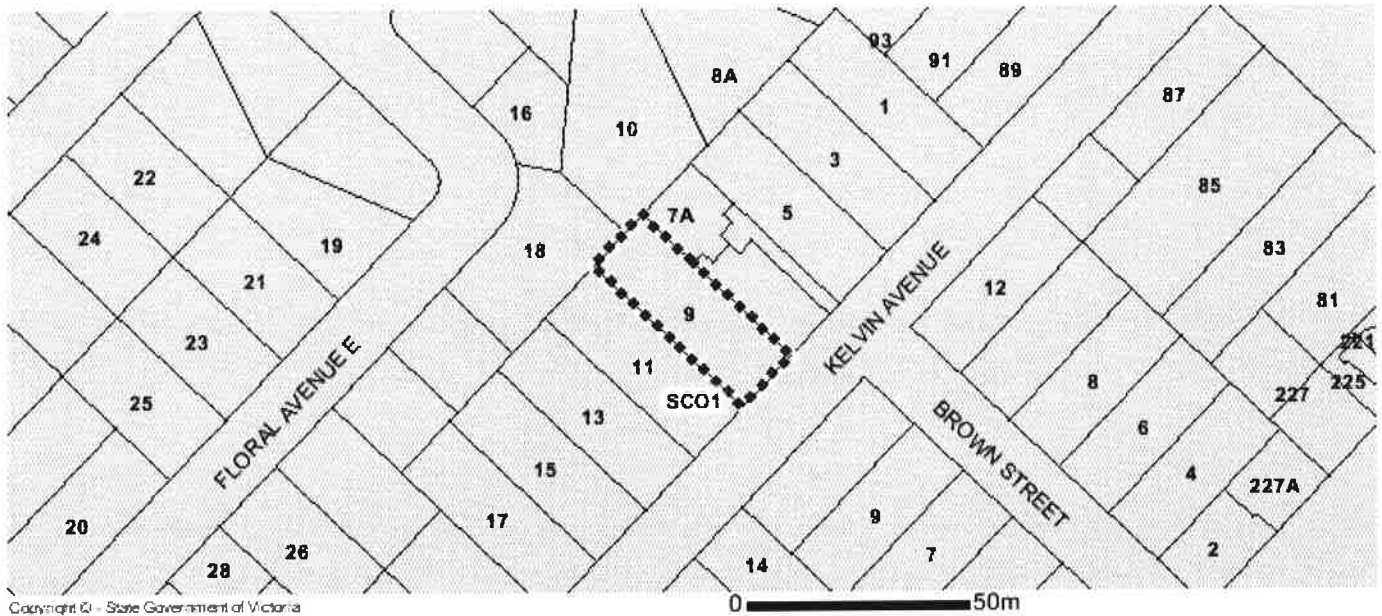
PLANNING PROPERTY REPORT: 9 KELVIN AVENUE MILDURA 3500

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## 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 22 September 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>

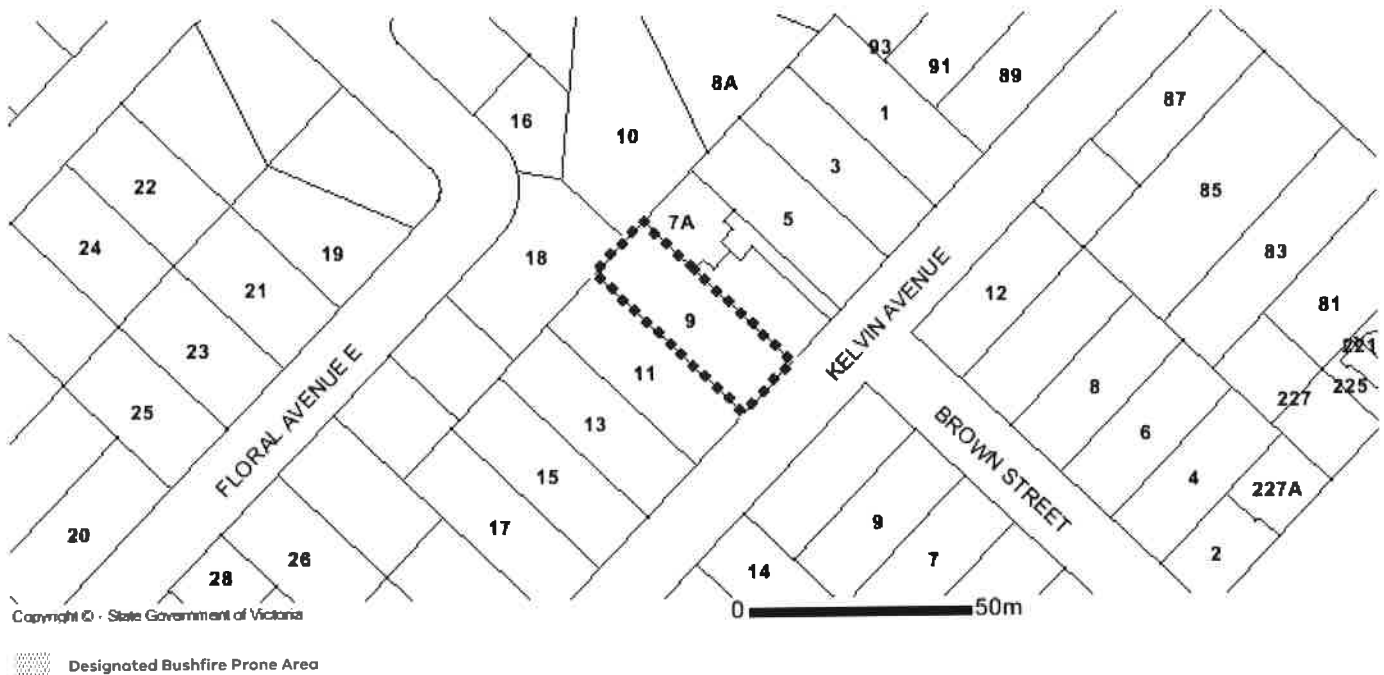
For details of surrounding properties, use this service to get the Reports for properties of interest.

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 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.

(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.