

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

180 Seventh Street, Mildura 3500

Vendor's name

John Stanley Petty

Date

29 / 6 / 21

Vendor's
signature

JS Petty

Vendor's name

Lynne Bettine Petty

Date

29 / 6 / 21

Vendor's
signature

L. Petty

Purchaser's
name

Date

/ /

Purchaser's
signature

Purchaser's
name

Date

/ /

Purchaser's
signature

1. FINANCIAL MATTERS

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

(a) Their amounts are:

	Authority	Amount	Interest (if any)
(1)	Mildura Rural City Council	(1) 3158.23 (2020-2021)	(1)
(2)	Lower Murray Water	(2) \$700.20 plus usage	(2)

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge.

Not Applicable

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 vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

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	General Residential
Name of planning overlay	Specific Controls

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

6.1 The owners corporation is an inactive owners corporation.

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

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

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

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

13. ATTACHMENTS



Mildura Rural City Council

Internal Use Only



TAX INVOICE

Mr J S & Mrs L B Petty
180 Seventh Street
MILDURA VIC 3500

033

Total Rates & Charges For this Year

\$2,867.23

Refer below for payment options

Rate and Valuation Notice

1 July 2020 to 30 June 2021

Property Location & Description

180 Seventh Street MILDURA VIC 3500
Lot 2 PS 524020X Sec 8 Blk D

AVPCC: 110 - Detached Home

RATING DETAILS

Rebates / Concession

Residential Rate

Waste Management

0.00620605	417000	-\$241.00Cr
434.79	1	\$2,587.92
		\$434.79

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Fire Levy (Fixed)

Residential Fire Levy (Variable)

Concession

113.00	1	\$113.00
0.000054	417000	\$22.52
		-\$50.00Cr

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 or call us for details.

TOTAL AMOUNT

\$2,867.23

Payment in full

Due 15 Feb 2021
\$2,867.23

Or

1st Instalment

Due 14 Oct 2020
\$716.80

2nd Instalment

Due 14 Dec 2020
\$716.81

3rd Instalment

Due 28 Feb 2021
\$716.81

4th Instalment

Due 31 May 2021
\$716.81

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 J S & Mrs L B Petty

180 Seventh Street MILDURA VIC 3500

Assessment No: 30037

Payment in Full: \$2,867.23

Or 1st Instalment: \$716.80



Biller code: 93922
Ref: 300376

BPAY this payment via internet or phone banking.
BPAY View View and pay this bill using internet banking.
BPAY View Registration No.: 300376

POST billpay



Full Payment *41 300376



Post Billpay Biller code: 0041
Ref: 300376

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





Statement No: IS21/85790
 Page: 1 of 2
 Our Ref: 40501
 Issue Date: 28/06/2021
 Your Ref: 68837506:104611549

SAI GLOBAL PROPERTY DIVISION PTY LTD
 DX 502
 MELBOURNE

Statement showing Tariffs, Charges & Interest due within Financial Year Ending 30/06/2021.

Owner Name(s) MR JS PETTY & MS LB PETTY
 Situate: 180 SEVENTH STREET MILDURA VIC 3500
 Description: Lot 2A PS 524020X Vol 12313 Fol 068

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

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

TARIFFS AND CHARGES

TARIFFS & CHARGES LEVIED for period:	1/04/2021 to 30/06/2021	
Sewerage Service Tariff		122.96
Water Service Tariff		52.09
Water by Measure to 28/6/2021		59.73
Receipts, Concessions & Rebates		(208.99)
Balance Due		\$25.79

Mildura (Head Office)
 T 03 5051 3400
 741-759 Fourteenth Street
 Mildura Victoria 3500
 PO Box 1438
 Mildura Victoria 3502
 AUSDOC DX 50023

Swan Hill (Area Office)
 T 03 5036 2150
 73 Beveridge Street
 Swan Hill Victoria 3585
 PO Box 1447
 Swan Hill Victoria 3585
 AUSDOC DX 30164

Kerang (Area Office)
 T 03 5450 3960
 56 Wellington Street
 Kerang Victoria 3579
 PO Box 547
 Kerang Victoria 3579
 AUSDOC DX 57908

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



ABN 18 475 808 826

All Emergencies
 1800 808 830



PROPERTY SERVICE INFORMATION	
Property Serviced:	Yes
Water Supply:	Potable Water
Sewer Supply:	Reticulated Sewer System

Last Billed Water Consumption Details

Period Of Usage: 14/12/2020 to 10/3/2021 (86 Days)
75 kl @ \$0.45250 Step1 Rate = \$33.94

Period Of Usage: 10/3/2021 to 28/6/2021 (110 Days)
57 kl @ \$0.45250 Step1 Rate = \$25.79

Water Meter Details

Serial No.	Size	Date Read	Reading
18100020	20	28/6/2021	758

Other Information:

Corporation sewer main located outside property boundary.

This property forms part of an Owners Corporation. The Owners Corporation is responsible for the maintenance and/or replacement of all internal property sewer and water services and payment of water by measure.

If you wish to make the settlement payment for this property via BPay please use the following information: **Biller Code 78477 Payment Reference Number 700405012.**

This Statement was issued from the Mildura Office

Signed:

DocuSigned by:
Jan Evans
F64DF3A05A28456

On behalf of:

LOWER MURRAY URBAN & RURAL WATER CORPORATION

PLEASE NOTE:

Legislative changes in Plumbing Regulations are such that Lower Murray Water is unable to ensure that internal plumbing services are complete. A physical inspection by a Registered/Licensed Plumber is advised.

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

DISCLAIMER:

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

Property Clearance Certificate

Taxation Administration Act 1997



MULCAHY & CO LEGAL VIA SAI GLOBAL PROPERTY
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 68836601:104610372
Certificate No: 47868132
Issue Date: 25 JUN 2021
Enquiries: AXH7

Land Address: 180 SEVENTH STREET MILDURA VIC 3500

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: LYNNE PETTY & JOHN PETTY
Purchaser: FOR INFORMATION PURPOSES

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

Comments: Refer to attachment

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

Comments: Refer to attachment

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$417,000
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SITE VALUE:	\$112,000
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AMOUNT PAYABLE:	\$0.00
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Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 47868132

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$112,000

Calculated as \$0 plus (\$112,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 47868132

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 47868132

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Taxation Administration Act 1997

Certificate No: 47868132

Land Address: 180 SEVENTH STREET MILDURA VIC 3500

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32420848	2A	524020	12313	66	\$0.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JOHN STANLEY PETTY	2021	\$112,000	\$0.00	\$0.00	\$0.00

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

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

Total Amount Payable for Property:	32420848	\$0.00
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Land Address: 180 SEVENTH STREET MILDURA VIC 3500

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47804227	2A	524020	12313	66	\$0.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JOHN STANLEY PETTY	2021	\$0	\$0.00	\$0.00	\$0.00

Comments:

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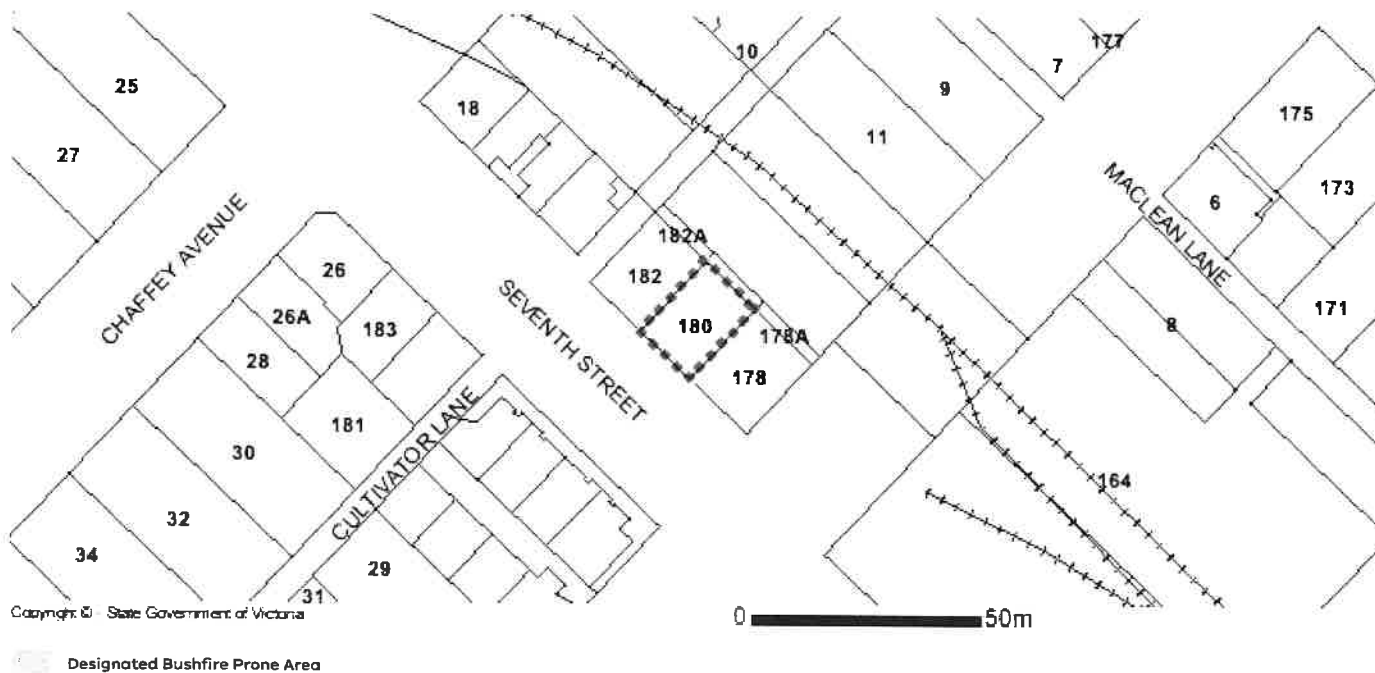
Comments:

Total Amount Payable for Property:	47804227	\$0.00
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Total: \$0.00

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

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>

Property Report from www.land.vic.gov.au on 24 June 2021 12:07 PM

Address: 180 SEVENTH STREET MILDURA 3500

Lot and Plan Number: Lot 2 PS524020

Standard Parcel Identifier (SPI): 2\PS524020

Local Government (Council): MILDURA **Council Property Number:** 30037

Directory Reference: VicRoads 535 P4

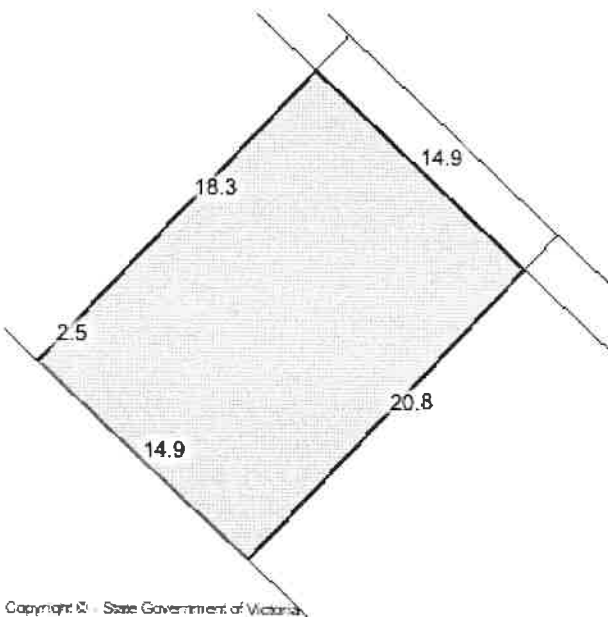
This property is not in a designated bushfire prone area.

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: 309 sq. m

Perimeter: 71 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.

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

Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: SPECIFIC CONTROLS OVERLAY (SCO)
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 23 June 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 [Planning Schemes Online](#)

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](#)

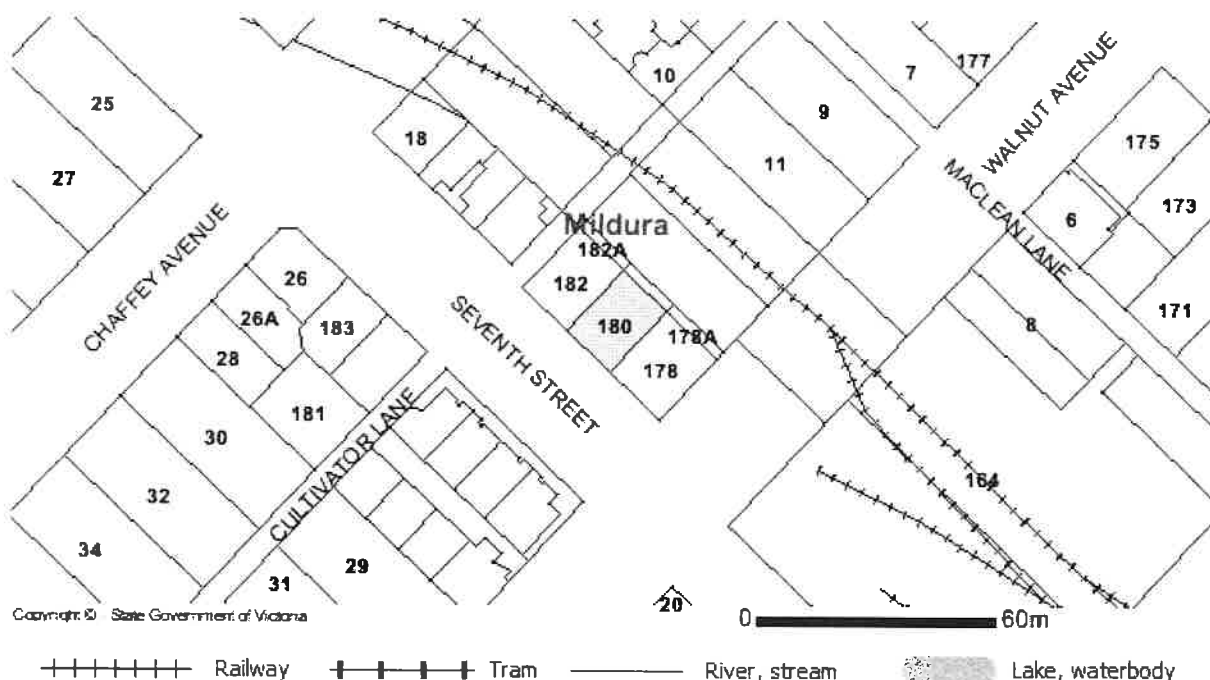
The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 24 June 2021 12:07 PM

PROPERTY DETAILS

Address: **180 SEVENTH STREET MILDURA 3500**
Lot and Plan Number: **Lot 2 PS524020**
Standard Parcel Identifier (SPI): **2\PS524020**
Local Government Area (Council): **MILDURA**
Council Property Number: **30037**
Planning Scheme: **Mildura**
Directory Reference: **VicRoads 535 P4**

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**

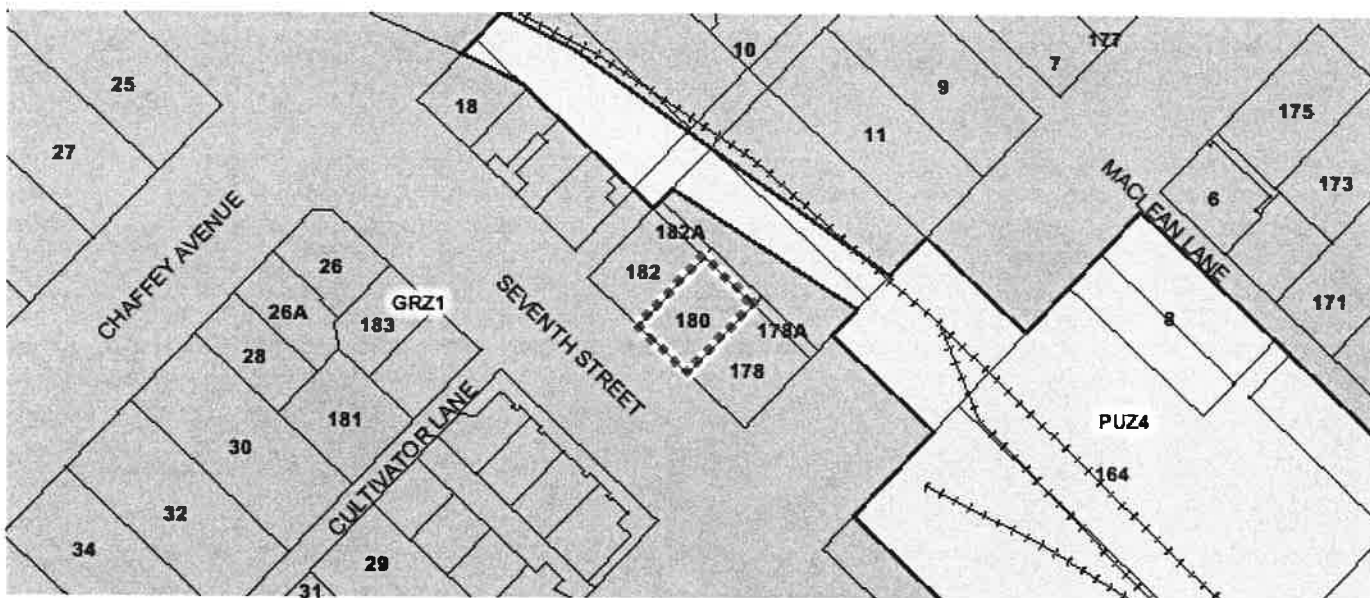
STATE ELECTORATES

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

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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0 50m

GRZ - General Residential

PUZ4 - Public Use - Transport

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

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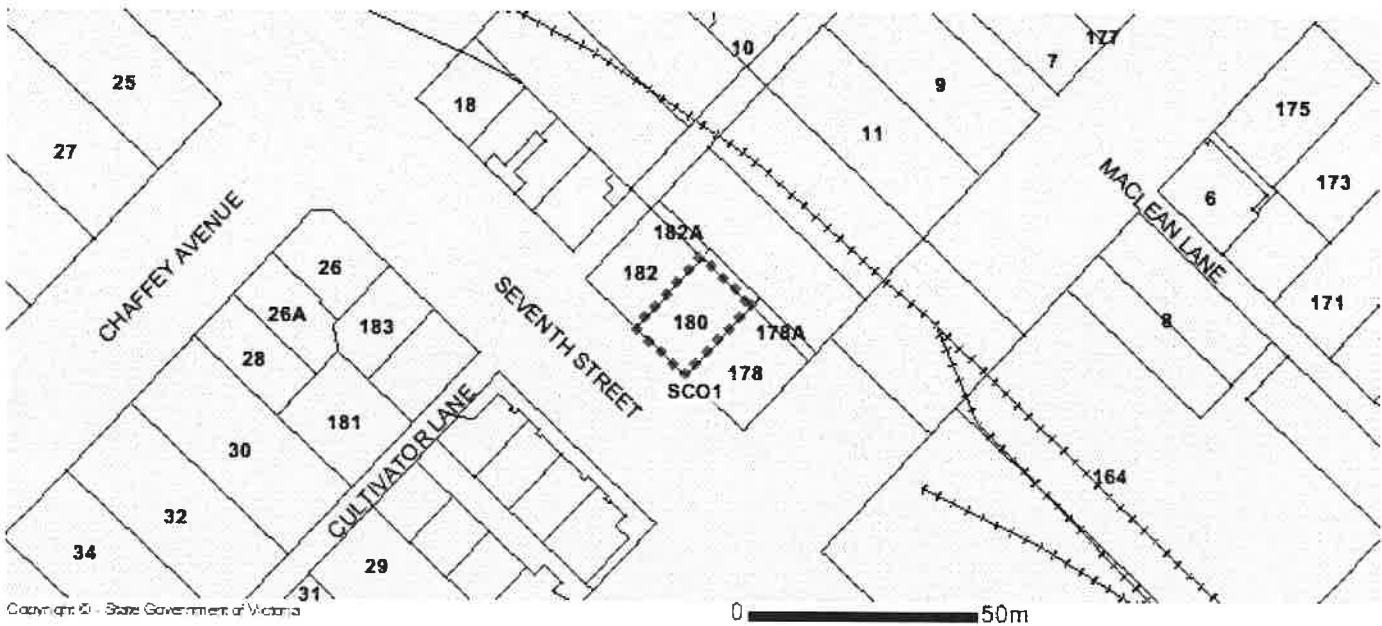
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 180 SEVENTH STREET MILDURA 3500

Planning Overlay

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



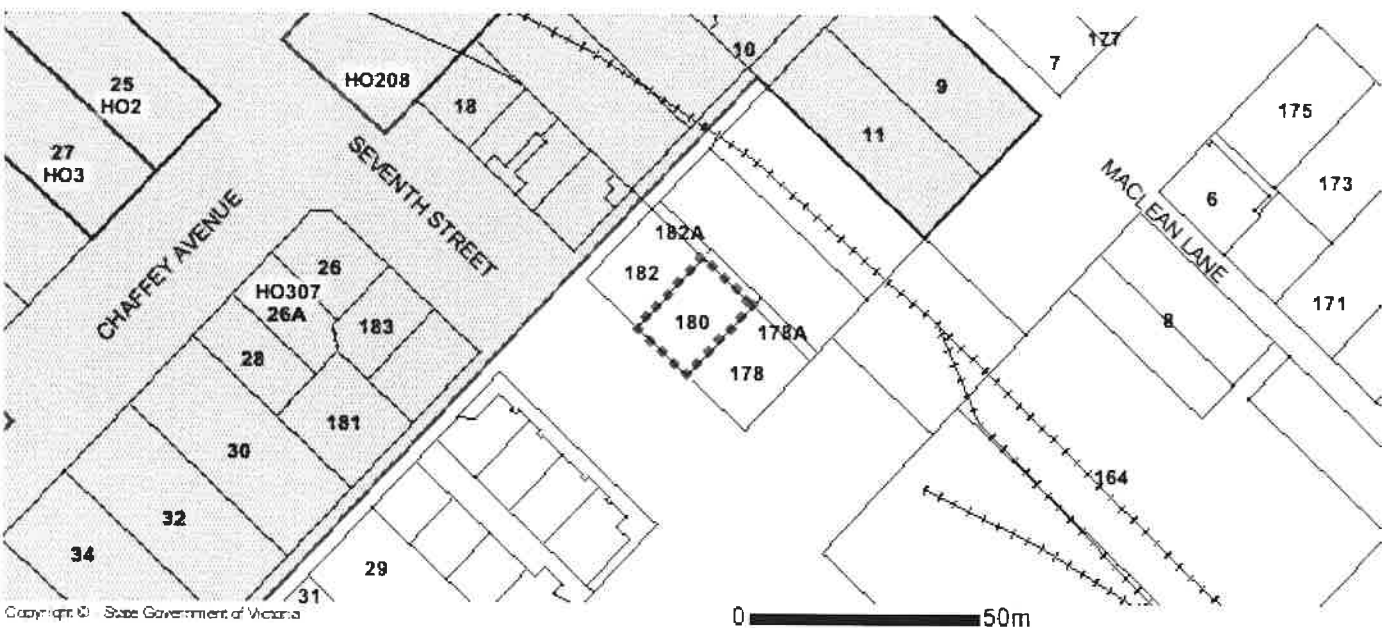
SCO - Specific Controls

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage

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

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Further Planning Information

Planning scheme data last updated on 23 June 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>

Register Search Statement - Volume 12313 Folio 066

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

VOLUME 12313 FOLIO 066

Security no : 124090739774P
Produced 24/06/2021 10:53 AM

LAND DESCRIPTION

Lot 2A on Plan of Subdivision 524020X.

PARENT TITLES :

Volume 10839 Folio 398 to Volume 10839 Folio 400

Volume 12254 Folio 734 to Volume 12254 Folio 736

Created by instrument PS524020X/D1 18/06/2021

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

JOHN STANLEY PETTY

LYNNE BETTINE PETTY both of 180 SEVENTH STREET MILDURA VIC 3500

PS524020X/D1 18/06/2021

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 set out under DIAGRAM LOCATION below.

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AT498098L 07/08/2020

DIAGRAM LOCATION

SEE PS524020X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN (PS) X32	STATUS	DATE
PS524020X/D1 (B)		Registered	18/06/2021
AU487393M (E)	TRANSFER CONTROL OF ECT	Completed	23/06/2021

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

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

Street Address: 180 SEVENTH STREET MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 14826R MULCAHY & CO LEGAL PTY LTD
Effective from 23/06/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS524020X

DOCUMENT END

**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State
of Victoria to provide this information
via LANDATA® System. Delivered at 24/06/2021, for Order Number 68833726. Your reference: 213993 (AM) - Petty.**

1	2	3	4	5	6
PLAN OF SUBDIVISION		STAGE NO. LTO use only EDITION 2	Plan Number PS 524020X		
Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: 2059 & Crown Portion: 1 (PART) LTO base record: VICMAP DIGITAL PROPERTY Title References: Vol 4772 Fol 299 & Vol 10827 Fol 207		Council Certification and Endorsement Council Name: MILDURA RURAL Ref: S0655 CITY COUNCIL 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 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 <u>Council seal</u> Date 25 / 03 / 04 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /		LTO use only Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 29 / 10 / 04 LTO use only PLAN REGISTERED TIME 11:16 DATE 05 / 11 / 2004 <i>100. R. M. J. J.</i> Assistant Registrar of Titles	
Easement Information					
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
<div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p>1A 356m²</p><p>2A 347m²</p><p>3A 397m²</p></div><div style="width: 50%; text-align: right;"><p>SEVENTH STREET</p><p>WALNUT AVENUE</p></div></div>					
FREEMAN & FREEMAN LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239			SHEET 1 OF 2 SHEETS		
ORIGINAL SHEET SIZE A3 SCALE 1:250 SCALE 2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES			LICENSED SURVEYOR: ROBERT BRUCE FREEMAN SIGNATURE _____ DATE 23/01/2004 REF 7477 VERSION 1		
			DATE 25 / 03 / 04 COUNCIL DELEGATE SIGNATURE _____		

0 10 20 30 40 50 60 70 80 90 100 110mm

PS524020X

[illegible]

PS524020X

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 24/06/2021 10:55:30 AM

OWNERS CORPORATION 1
PLAN NO. PS524020X

The land in PS524020X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Lots 1A, 2A, 3A.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

178 SEVENTH STREET MILDURA VIC 3500

PS524020X/D1 18/06/2021

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 1A	33	33
Lot 2A	33	33
Lot 3A	34	34
Total	100.00	100.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 24/06/2021 10:55:30 AM

OWNERS CORPORATION 1
PLAN NO. PS524020X

Statement End.

AT498098L

**Application by a responsible authority for the
making of a recording of an agreement
Section 181 Planning and Environment Act 1987**

Privacy Collection Statement

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

Lodged by

Name: RUSSELL KENNEDY PTY LTD
Phone: 03 9609 1555
Address: LEVEL 12, 469 LA TROBE STREET, MELBOURNE VIC 3000
Reference: 124514-00615
Customer code: 17829T

The responsible authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register.

Land:(volume and folio)

LOT 1, LOT 2 AND LOT 3 AS SHOWN ON THE PLAN ANNEXED AS ATTACHMENT 1 TO THE ATTACHED AGREEMENT BEING PART OF THE LAND IN CERTIFICATE OF TITLE VOLUME 2259 FOLIO 602

Responsible authority:(full name and address, including postcode)

MILDURA RURAL CITY COUNCIL OF 76 DEAKIN AVENUE MILDURA VICTORIA 3050

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 (VIC)

A copy of the agreement is attached to this application:

YES

Signing:

35271702A

181PEA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

AT498098L

**Application by a responsible authority for the
making of a recording of an agreement
Section 181 Planning and Environment Act 1987**

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registers and indexes.

Certifications

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

Executed on behalf of MILDURA RURAL CITY COUNCIL

Signer Name ASTRID DI CARLO

Signer Organisation RUSSELL KENNEDY LAWYERS

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature



Execution Date

21 July 2020

35271702A

181PEA

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AT498098L



MILDURA RURAL CITY COUNCIL

and

VICTORIAN RAIL TRACK

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

Premises: The Land.

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

Ref ADC 124514-00615

An international member of

AllyLaw

© Russell Kennedy Pty Ltd

AT498098L

THIS AGREEMENT is made on

7 July

2020

PARTIES

- 1 **MILDURA RURAL CITY COUNCIL**
of 76 Deakin Avenue, Mildura, VIC, 3500
(Council)
- 2 **VICTORIAN RAIL TRACK**
of 8/1010 La Trobe St, Docklands, VIC, 3008
(Owner)

RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C Condition 2 of the Permit provides as follows:
- "2. Prior to the issue of a Statement of Compliance the owner must enter into an agreement with the Responsible Authority in accordance with Section 173 of the Planning and Environment Act, 1987. The agreement must be prepared by Council to provide the following:
- That lots 1, 2 and 3 created by Plan of Subdivision 826490Y are not to be used for any purpose other than in conjunction with the adjoining dwelling lots, being Lots 1, 2 and 3 on PS 524020X respectively.
 - Upon consolidation of Lots 1, 2 and 3 with the adjoining dwelling lots, the agreement will have no further effect."
- D This Agreement has been entered into in order to:
- (i) comply with condition 2 of the Permit;
 - (ii) prohibit, restrict or regulate the use or development of the Land;
 - (iii) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- E This Agreement is made under Division 2 of Part 9 of the Act.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement:

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

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- (d) **Dwelling** has the same meaning as in the Scheme.
- (e) **Land** means the land described as Lots 1, Lot 2 and Lot 3 being part of the land in certificate of title volume 2259 folio 602.
- (f) **Lot 1** means the land shown as lot 1 on the Plan.
- (g) **Lot 2** means the land shown as lot 2 on the Plan.
- (h) **Lot 3** means the land shown as lot 3 on the Plan.
- (i) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- (j) **Neighbouring Land** means:
 - (i) 178 Seventh Street Mildura being lot 3 on plan of subdivision 524020X in certificate of title volume 10839 folio 400; and
 - (ii) 180 Seventh Street Mildura being lot 2 on plan of subdivision 524020X in certificate of title volume 10839 folio 399; and
 - (iii) 182 Seventh Street Mildura being lot 1 on plan of subdivision 524020X in certificate of title volume 10839 folio 398.
- (k) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Land or any part thereof, and includes a mortgagee in possession.
- (l) **Permit** means planning permit 005.2019.00000228.001 issued by Council on 26 August 2019 authorising the subdivision of lot 1 on Title Plan 676227K for a four lot subdivision (boundary realignment).
- (m) **Plan** means the proposed plan of subdivision a copy of which is attached as Attachment 1 to this Agreement.
- (n) **Scheme** means the Mildura Planning Scheme or any other planning scheme which applies to the Land from time to time.
- (o) **Victrack** means the Victorian Rail Track established pursuant to section 8 of the *Rail Corporation Act 1996* as continued under the *Transport Integration Act 2010*.

2 COMMENCEMENT

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

3 ENDING OR AMENDING AGREEMENT

3.1 Ending or amending

Subject to clause 4.2, this Agreement ends or is amended in accordance with the Act.

3.2 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles

under the Act to cancel or alter the recording of this Agreement on the folio of the Register to the Land.

4 OWNER'S COVENANTS

4.1 Use and development of the Land

The Owner covenants and agrees that the Land will not to be used for any purpose other than in conjunction with the Dwellings located on the Neighbouring Land.

4.2 No further effect

The parties agrees that upon consolidation of the Land with the Neighbouring Land by way of an approved and registered plan of subdivision to the satisfaction of the Council and VicTrack the Agreement will have no further effect.

4.3 Successors in title

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

4.4 Further assurance

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

4.5 Payment of Council's costs

The Owner of the Neighbouring Land (not VicTrack) agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, removal, amendment and enforcement of this Agreement.

4.6 Mortgagee to be bound

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

4.7 Indemnity

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

4.8 Covenants run with the Land

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

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4.9 Owner's warranty

The Owner warrants and covenants that:

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

5 GENERAL

5.1 No fettering of Council's powers

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

5.2 Time of the essence

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

5.3 Governing law and Jurisdiction

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

5.4 Enforcement and severability

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

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

6 NOTICES

6.1 Service of notice

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

- 6.1.1 personally on the person;
- 6.1.2 by leaving it at the person's address set out in this Agreement;
- 6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 6.1.4 by facsimile to the person's current number notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

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

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;
- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:

AT498098L

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- 7.7.1 two or more parties; or
- 7.7.2 a party comprised of two or more persons,
- is made or given and binds those parties or persons jointly and severally;
- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 7.13 a reference to an authority, institution, association or body (**original entity**) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

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

SIGNED SEALED AND DELIVERED by and)
on behalf, and with the authority, of the)
MILDURA RURAL CITY COUNCIL by)
)
)
in the exercise of a power conferred by)
Instrument of Delegation S6 dated August)
2019 in the presence of:)

Witness

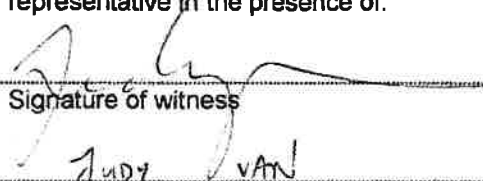
7.7.20



AT498098L

7

Signed for and on behalf of **Victorian
Rail Track** by its authorised
representative in the presence of:


Signature of witness

JUDY VAN
Name of witness
(BLOCK LETTERS)

49-55 WILSON ST BULLGATON
Address of witness


Signature of authorised representative

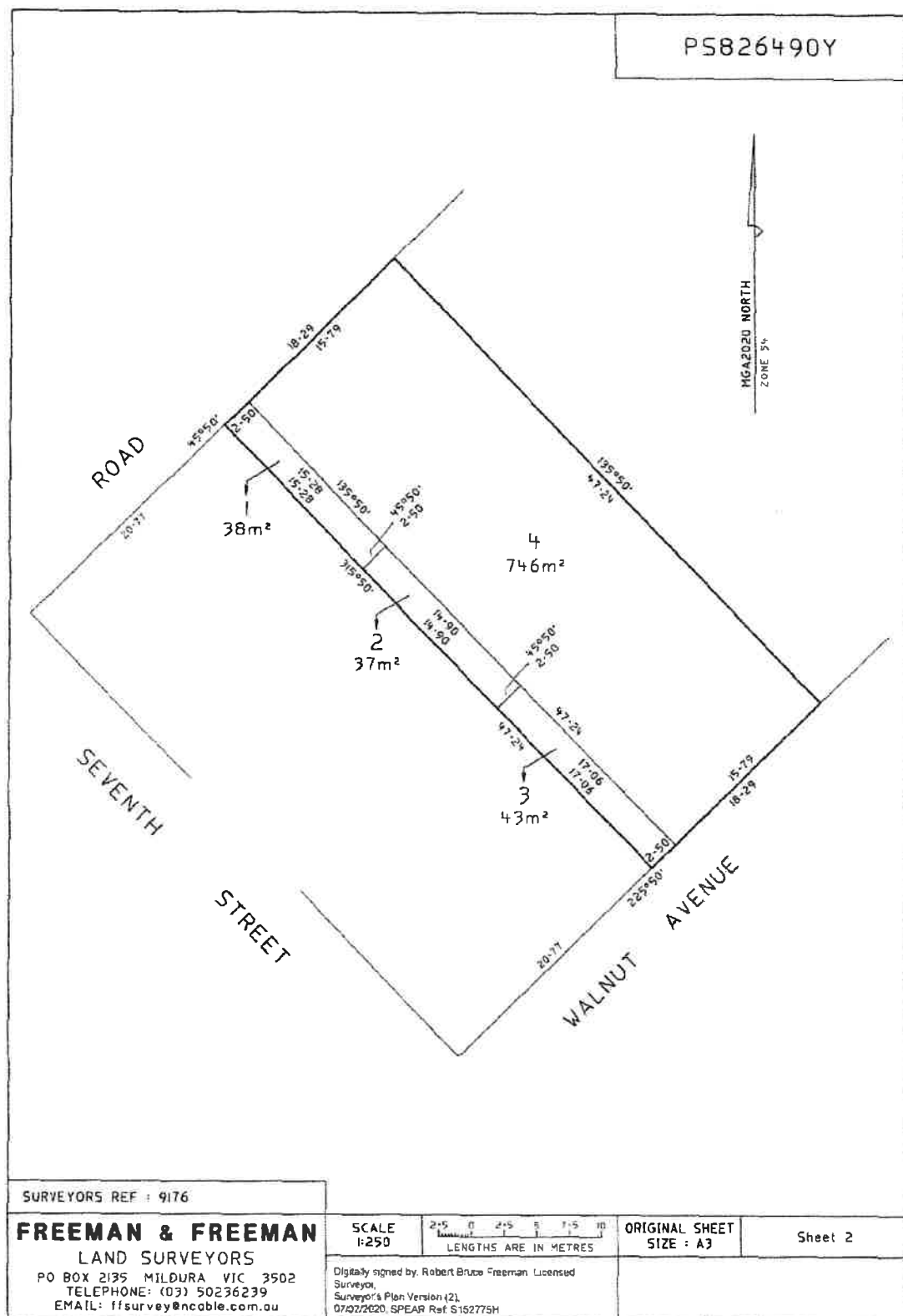
PETER CHAN
Name of authorised representative
(BLOCK LETTERS)

AT498098L

ATTACHMENT 1

(Plan)

PLAN OF SUBDIVISION		LR use only EDITION	PS826490Y					
Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 1 (PART) Title References: Vol 2259 Fol 602 Lost Plan Reference: TP676227K (LOT 1) Postal Address: SEVENTH STREET, MILDURA, 3500 MGA2020 Co-ordinates: E 606850 (Of approx. centre of plan) N 6217400 Zone 54		Council Name: Mildura Rural City Council SPEAR Reference Number: S152775H						
Vesting of Roads or Reserves		Notations						
<table border="1"> <tr> <th>Identifier</th> <th>Council/Body/Person</th> </tr> <tr> <td>NIL</td> <td>NIL</td> </tr> </table>	Identifier	Council/Body/Person	NIL	NIL	THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER NO.278334 AFFECT ALL LAND ON THIS PLAN.			
Identifier	Council/Body/Person							
NIL	NIL							
Notations								
Depth Limitation: DOES NOT APPLY								
Survey:- This plan is / is not based on survey. <i>To be completed where applicable.</i> This survey has been connected to permanent marks no(s). 411, 767 & 1126. In Proclaimed Survey Area no. _____ Staging This is/ is not a staged subdivision. Planning Permit No. DD5.2019.00000228.001								
Easement Information								
Legend: E = Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A = Appurtenant Easement R = Encumbering Easement (Road)								
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of				
FREEMAN & FREEMAN LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239 EMAIL: ffsurvey@ncable.com.au		SURVEYORS REF : 9176 Digitally signed by: Robert Bruce Freeman, Licensed Surveyor. Surveyor's Plan Version (2), 07/02/2020 SPEAR Ref: S152775H		ORIGINAL SHEET SIZE : A3 Sheet 1 of 2 Sheets				



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.

(04/10/2016)