

# SECTION 32 STATEMENT

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

---

**Vendor:**      **Russell Irving Williams**

---

**Property:**    **11 Bozzi Court MILDURA VIC 3500**

---

**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  
11 BOZZI COURT 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 as follows-

<b>Provider</b>	<b>Amount (&amp; interest if any)</b>	<b>Period</b>
Mildura Rural City Council	\$2,976.68	Per annum
Lower Murray Water	\$ 175.05	Per quarter

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

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

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

**2. INSURANCE**

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

**3. LAND USE**

(a) **RESTRICTIONS**

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

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

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

(b) **BUSHFIRE**

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

SECTION 32 STATEMENT  
11 BOZZI COURT MILDURA VIC 3500

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:

Responsible Authority: See attached Property Report

Zoning:

Planning Overlay/s:

**4. NOTICES**

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

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

**5. BUILDING PERMITS**

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

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

**6. OWNERS CORPORATION**

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

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

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
  - land on which works are to be carried out under the agreement (other than Crown land).
  - land in respect of which a GAIC is imposed
- (2) ~~Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*):~~  
~~—any certificate of release from liability to pay;~~

SECTION 32 STATEMENT  
11 BOZZI COURT MILDURA VIC 3500

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

OR

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

**8. SERVICES**

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	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**  
**11 BOZZI COURT 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 **21**

**Name of the Vendor**

**Russell Irving Williams**

**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 **21**

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

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

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

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

#### **Terms contracts – S32A(d)**

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

**Register Search Statement - Volume 11323 Folio 392**

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 11323 FOLIO 392

Security no : 124088649996M

Produced 13/03/2021 09:23 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 648029L.

PARENT TITLES :

Volume 11045 Folio 333 to Volume 11045 Folio 334

Created by instrument PS648029L 16/12/2011

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

RUSSELL IRVING WILLIAMS of 29 EVERLASTING BOULEVARD CRANBOURNE WEST VIC 3977  
AQ957923A 26/04/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ957924X 26/04/2018

CREDIT UNION AUSTRALIA LTD

COVENANT as to part AF621573W 01/02/2008

COVENANT as to part AJ149390C 23/08/2011

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987

AF454207D 05/11/2007

DIAGRAM LOCATION

SEE PS648029L 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: 11 BOZZI COURT MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

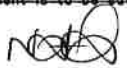
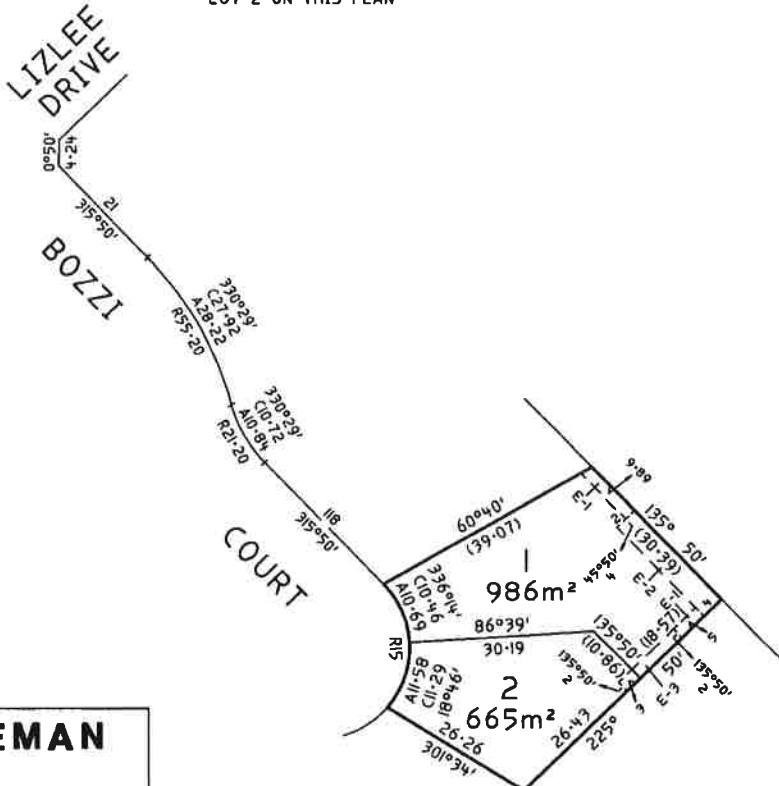






eCT Control 17759N CREDIT UNION AUSTRALIA LTD  
Effective from 23/05/2018

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 13/03/2021, for Order Number 67007834. Your reference: WW.**



© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

PLAN OF SUBDIVISION		STAGE NO.	LR use only	PS648029L	6																							
<b>Location of Land</b> Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 2 (PART)  Title References: Vol. 11045 Fol. 333 Vol. 11045 Fol. 334		<b>Council Certification and Endorsement</b> Council Name: MILDURA RURAL Ref: CITY COUNCIL 001-2011-0000020-001 1. This plan is certified under section 6 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 6</del> 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 not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage _____  Council Delegate Council seal:  Date 8 / 11 / 2011 <del>Re-certified under section 11(7) of the Subdivision Act 1988</del>  Council Delegate Council seal: _____ Date _____		<b>LR use only</b> Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date _____  <b>LR use only</b> PLAN REGISTERED TIME 7.55am DATE 7/12/2011  Greg Newman Assistant Registrar of Titles  Notations Depth Limitation: Does not apply  Staging: This is/ is not a staged subdivision. Planning Permit No. 005.2011.00000220.001 Survey: This plan is/ is not based on survey.  This survey has been connected to permanent marks no(s). 863, 1044 & 1120 In proclaimed Survey Area no. _____  Other Notations: THE RESERVATIONS AND CONDITIONS CONTAINED IN INSTRUMENT OF TRANSFER NUMBERED 258611 IN THE REGISTER BOOK AFFECTS BOTH LOTS ON THIS PLAN.																								
						<b>Easement Information</b> <b>Legend:</b> E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)																						
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th>Easement Reference</th><th>Purpose</th><th>Width (Metres)</th><th>Origin</th><th>Land Benefited/In Favour Of</th></tr></thead><tbody><tr><td>E-1</td><td>DRAINAGE</td><td>2</td><td>P55418655</td><td>LOTS ON P55418655</td></tr><tr><td>E-2</td><td>SEWERAGE</td><td>4</td><td>P55418655</td><td>LOWER MURRAY URBAN AND RURAL WATER AUTHORITY</td></tr><tr><td>E-3</td><td>DRAINAGE</td><td>2</td><td>THIS PLAN</td><td>LOTS ON P55418655</td></tr><tr><td></td><td>DRAINAGE</td><td></td><td></td><td>MILDURA RURAL CITY COUNCIL &amp; LOT 2 ON THIS PLAN</td></tr></tbody></table>		Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	E-1	DRAINAGE	2	P55418655	LOTS ON P55418655	E-2	SEWERAGE	4	P55418655	LOWER MURRAY URBAN AND RURAL WATER AUTHORITY	E-3	DRAINAGE	2	THIS PLAN	LOTS ON P55418655		DRAINAGE			MILDURA RURAL CITY COUNCIL & LOT 2 ON THIS PLAN		
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of																								
E-1	DRAINAGE	2	P55418655	LOTS ON P55418655																								
E-2	SEWERAGE	4	P55418655	LOWER MURRAY URBAN AND RURAL WATER AUTHORITY																								
E-3	DRAINAGE	2	THIS PLAN	LOTS ON P55418655																								
	DRAINAGE			MILDURA RURAL CITY COUNCIL & LOT 2 ON THIS PLAN																								
<b>Freeman &amp; Freeman</b> LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239																												
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th>ORIGINAL</th><th>SCALE</th><th>LICENSED SURVEYOR: ROBERT BRUCE FREEMAN</th><th>SHEET 1 OF 1 SHEETS</th></tr></thead><tbody><tr><td>SHEET SIZE A3</td><td>1:800</td><td>SIGNATURE  DATE 13/10/2011 REF 8723 VERSION 3</td><td>DATE 8 / 11 / 2011 COUNCIL DELEGATE SIGNATURE </td></tr></tbody></table>		ORIGINAL	SCALE	LICENSED SURVEYOR: ROBERT BRUCE FREEMAN	SHEET 1 OF 1 SHEETS	SHEET SIZE A3	1:800	SIGNATURE  DATE 13/10/2011 REF 8723 VERSION 3	DATE 8 / 11 / 2011 COUNCIL DELEGATE SIGNATURE 																			
ORIGINAL	SCALE	LICENSED SURVEYOR: ROBERT BRUCE FREEMAN	SHEET 1 OF 1 SHEETS																									
SHEET SIZE A3	1:800	SIGNATURE  DATE 13/10/2011 REF 8723 VERSION 3	DATE 8 / 11 / 2011 COUNCIL DELEGATE SIGNATURE 																									

# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958



Lodged by:

Name: GALLAGHER HOLCROFT LAWYERS

Phone: (03) 5022 2622

Address: 143 Langtree Avenue  
Mildura

Ref: 07-0592KM:RK

Customer Code: 3483 H

**AF621573W**

F  
Th  
co!  
an  
m:

01/02/2008 \$379 45

registers and indexes in the  
Victorian Land Registry.

MADE AVAILABLE / CHANGE CONTROL

Office Use Only

2392- 379-

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

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

Land: (volume and folio reference)

Certificate of Title Volume 11045 Folio 333

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

all our estate and interest in fee simple

Consideration:

Transferor: (full name)

MICHAEL ANTHONY BOZZI AND VITO JOHN BOZZI

Transferee: (full name and address including postcode)

ANTHONY LYND ROBBINS and SUSAN MARIE ROBBINS both of Bozzi Court, Mildura 3500 as Joint Proprietors

Directing Party: (full name)

## Creation and/or Reservation and/or Covenant :

The said ANTHONY LYND ROBBINS and SUSAN MARIE ROBBINS

for themselves and their successors in title registered proprietors for the time being of the said land hereby transferred and every part thereof with the intent that the benefit of this covenant shall be attached to and run at land and in equity with all of the lots contained in Plan of Subdivision No: 5418655 other than the land hereby transferred and that the burden of this covenant shall be attached to and run at law and in equity with the land hereby transferred HEREBY COVENANTS and as a separate covenant with the said Transferor and its successors in Title and the other registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No: 5418655 and every part thereof other than the said land hereby transferred, that:

- They shall not at anytime hereafter construct, erect or build or cause or suffer to be constructed, erected or built on the said land hereby transferred or any part thereof more than one single dwelling house (with usual outbuildings) except lot 6.
- They shall not construct, erect or build or cause or suffer to be constructed, erected or built on the said land or any part thereof any external walls (excluding windows) of any dwelling other than of brick, brick veneer, rendered brick, stone or like material;
- They shall not construct, erect or build or cause or suffer to be constructed, erected or built on the said land or any part thereof any roof of any dwelling house other than of cement tiles, terracotta tiles, slate or other like material or other colour bonded material:

Approval No: 2001069A

ORDER TO REGISTER  
Please register and issue title to

**T2**



Signed

Cust. Code:

Star Pty L Continuation T2 Page 2

DUTY USE ONLY AP 185

Vic Duty

Consideration \$108,000.00

Trans No. 146/2008

Endorse Date 29/01/2008

Section Original

QUAYLES Signature

\* Law Perfect Pty Ltd

- (d) Any two storey building shall not have exposed plumbing on the external walls of the first floor level;
- (e) They shall not at any time place, erect, construct or build or cause or suffer to be placed, erected, constructed or built or allow to remain on the said land or any part thereof any transportable, prefabricated or moveable dwelling house moved in whole or in part from another site or place of construction;
- (f) They shall not construct, erect or cause or suffer to be constructed, erected or built on any boundary or the said land (other than the front boundary or either side boundary within 10 metres of the front boundary) any fence other than a fence of 1.8 metres in height made from steel panel type construction with an oven baked exterior finish such as colourbond of a colour beige or cream or brick, rendered brick, stone or brick and steel picket type construction;
- (g) They shall not use or permit or suffer to be used the said land or any part thereof for any purpose other than residential purposes and they shall not store any materials or goods including but not limited to, trucks, semi trailers or truck trailers of any type other than goods or materials or motor vehicles commonly stored at or on residential premises;
- (h) They shall landscape and maintain all gardens, lawns and garden beds on the said land to a good standard having regard to the amenity of the area being all lots on the said Plan of Subdivision.

**AND IT IS HEREBY AGREED AS FOLLOWS:**

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

Dated: 11/1/08  
Execution and attestation

**AF621573W**

01/02/2008 \$379 45

Signed by MICHAEL ANTHONY BOZZI in the presence of:

Witness:

MICHAEL ANTHONY BOZZI

Signed by VITO JOHN BOZZI in the presence of:

Witness:

VITO JOHN BOZZI

Signed by ANTHONY LYND ROBBINS by his Attorney KELVIN THOMAS MEREDITH under Power of Attorney dated 3<sup>rd</sup> day of July, 2007 in the presence of:

Witness:

KELVIN THOMAS MEREDITH

Signed by SUSAN MARIE ROBBINS by her Attorney KELVIN THOMAS MEREDITH under Power of Attorney date 2<sup>nd</sup> day of July, 2007 in the presence of:

Witness:

KELVIN THOMAS MEREDITH

Approval No: 2001069A

**T2 Page 2**



\*Law Perfect Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED  
Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

# TRANSFER OF LAND

## Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code:

AES

365F

### Privacy Collect

The information for statutory authority maintaining public in the Victorian L

**AJ149390C**

23/08/2011 \$332

45



### MADE AVAILABLE/CHANGE CONTROL

Office Use Only

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

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

Land: (volume and folio reference)

**Certificate of Title Volume 11045 Folio 334**

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

**All Our Estate In Fee Simple**

Consideration:

Transferor: (full name)

**MICHAEL ANTHONY BOZZI AND VITO JOHN BOZZI AS LEGAL REPRESENTATIVES OF FRANCESCO BOZZI DECEASED**

Transferee: (full name and address including postcode)

**ANTHONY LYND ROBBINS AND SUSAN MARIE ROBBINS  
of 10 Bozzi Court, Mildura, 3500 as Joint Proprietors**

Directing Party: (full name)

**NIL**

Creation and/or Reservation and/or Covenant

The said Transferee **ANTHONY LYND ROBBINS & SUSAN MAREE ROBBINS** for themselves and their successors in title registered proprietors for the time being of the said land hereby transferred and every part thereof with the intent that the benefit of this covenant shall be attached to and run at land and in equity with all of the lots contained in Plan of Subdivision No. 541865S other than the land hereby transferred and that the burden of this covenant shall be attached to and run at law and in equity with the land hereby transferred **HEREBY COVENANTS** and as a separate covenant with the said Transferor and its successors in Title and the other registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No. 541865S and every part thereof other than

Approval No. 1060109A

**ORDER TO REGISTER**

Please register and issue title to

**T2**

Page 1 of 2

Signed

Cust. Code:

Stamp Duty Use Only

178

Doc ID 2745210, 23 Aug 2011  
SRD Victoria Duty, JRMO



Anstat Pty Ltd

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

the said land hereby transferred, that:

- (a) They shall not at anytime hereafter construct, erect or build or cause or suffer to be constructed, erected or built on the said land hereby transferred or any part thereof more than one single dwelling house (with usual outbuildings) except Lot 6.
- (b) They shall not construct, erect or build or cause or suffer to be constructed, erected or built on the said land or any part thereof any external walls (excluding windows) of any dwelling other than of brick, brick veneer, rendered brick, stone or like material;
- (c) They shall not construct, erect or build or cause or suffer to be constructed, erected or built on the said land or any part thereof any roof of any dwelling house other than of cement tiles, terracotta tiles, slate or other like material or other colour bonded material;
- (d) Any two storey building shall not have exposed plumbing on the external walls of the first floor level;
- (e) They shall not at any time place, erect, construct or build or cause or suffer to be placed, erected, constructed or built or allow to remain on the said land or any part thereof any transportable, prefabricated or moveable dwelling house moved in whole or in part from another site or place of construction.
- (f) they shall not construct, erect or cause or suffer to be constructed, erected or built on any boundary or the said land (other than the front boundary or either side boundary within 10 metres of the front boundary) any fence other than a fence of 1.8 metres in height made from steel panel type construction with an oven baked exterior finish such as colourbond of a colour beige or cream or brick, rendered brick, stone or brick and steel picket type construction;
- (g) They shall not use or permit or suffer to be used the said land or any part thereof for any purpose other than residential purposes and they shall not store any materials or goods including but not limited to, trucks, semi trailers or truck trailers of any type other than goods or materials or motor vehicles commonly stored at or on residential premises;
- (h) They shall landscape and maintain all gardens, lawns and garden beds on the said land to a good standard having regard to the amenity of the area being all lots on the said Plan of Subdivision.

**AND IT IS HEREBY AGREED AS FOLLOWS:**

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

Dated: 22nd August, 2011  
Execution and attestation

Signed by the Transferor  
in the presence of:

Signed by the Transferee  
in the presence of:

Approval No. 1060109A

**T2**

Page 2 of 2



Anstat Pty Ltd

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636

**AJ149390C**

23/08/2011 \$332

45





**AF454207D**



**FORM 18**

Section 181

**APPLICATION BY RESPONSIBLE AUTHORITY FOR THE MAKING OF A  
RECORDING OF AN AGREEMENT**

**Planning and Environment Act 1987**

**Lodged by:**

**Name:** Martin Irwin & Richards Lawyers  
**Phone:** 03 50237900  
**Address:** 61 Deakin Avenue, Mildura VIC 3500  
**Ref:** Bozzi  
**Customer Code:** 14100512A 1008B

The 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 for the land.

**LAND:** Lot 2 on Plan of Subdivision No. 213124K contained in Volume 09838 Folio 988

**AUTHORITY:** Mildura Rural City Council of 108-116 Madden Avenue, Mildura, Victoria 3500

**Section and Act under  
which agreement is  
made:**

Section 173 of the *Planning and Environment Act 1987*.

**A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION**

**Signature of Authority**

**Name of Officer**

Phil Pearce  
Chief Executive Officer  
Mildura Rural City Council  
108-116 Madden Avenue  
Mildura 3500

**Date**

25 Oct 07

**AF454207D**

05/11/2007 \$97

173



**MILDURA RURAL CITY COUNCIL**

**and**

**LOWER MURRAY URBAN AND RURAL  
WATER CORPORATION**

**and**

**MICHAEL ANTHONY BOZZI**

**and**

**VITO JOHN BOZZI**

**SECTION 173 AGREEMENT**

**Sixteenth Street, Mildura**

**MIR**  
— LAWYERS —

**Martin Irwin & Richards  
Lawyers**

61 Deakin Avenue  
MILDURA VIC 3500  
DX 50022 MILDURA  
Phone: 03 5023 7900  
Fax: 03 5021 2700  
Ref: IDS:KEM06/2019

**AF454207D**



Section 173 Agreement – Sixteenth Street, Mildura

**THIS AGREEMENT is made on the 25 day of October 2007.**

**PARTIES**

- BETWEEN** **MILDURA RURAL CITY COUNCIL** of 108 – 116 Madden Avenue, Mildura in the State of Victoria ("the Council")
- AND** **LOWER MURRAY URBAN AND RURAL WATER CORPORATION** of Fourteenth Street, Mildura in the State of Victoria ("the Water Corporation")
- AND** **MICHAEL ANTHONY BOZZI** of Walnut Avenue, South Mildura in the State of Victoria and **VITO JOHN BOZZI** of Sixteenth Street, South Mildura in the State of Victoria as the Legal Personal Representatives of the Estate of Francesco Bozzi ("the Owners")

**RECITALS**

- A. The Owners are registered or are entitled to be registered as the proprietor of the Land.
- B. The Water Corporation is the responsible authority for provision of water and sewerage for the subject and surrounding land.
- C. The Council is the responsible authority under the Planning and Environment Act 1987 ("the Act") for the Mildura Planning Scheme ("the Planning Scheme").
- D. The Owners have made an application to the Council for a planning permit under the Planning Scheme for the development of the Land for a forty five (45) lot subdivision and the use of each lot for a dwelling ("the Development").
- E. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 24 December 2004 and numbered P04/158 ("the Permit").
- F. Condition 4 of the Permit provides:
4. Prior to the issue of a Statement of Compliance of the first stage the owner must enter into an agreement with the Responsible Authority in



**AF454207D**

05/11/2007 \$97 173



Section 173 Agreement – Sixteenth Street, Mildura

accordance with Section 173 of the Planning and Environment Act, 1987.

The agreement must be prepared by Council to provide the following:

- The owner acknowledges that Lower Murray Water has set aside the land at Lot 1 PS437900 (Sixteenth Street) for a future significant water supply facility (eg elevated storage) and this is in close proximity to lots allowed under this subdivision.

The cost associated with the preparation of this agreement must be borne by the owner.

#### **THE PARTIES AGREE:**

##### **1. DEFINITIONS**

In this Agreement unless inconsistent with the context or subject matter: -

“Act” means the Planning and Environment Act 1987 (Vic);

“Council” means the Mildura Rural City Council and any of its successors or assigns;

“Land” means the property situate at Walnut Avenue and Sixteenth Street, Mildura and described as:

- Lot 2 on Plan of Subdivision 213124K contained in Volume 09838 Folio 988.

“Lot” means any allotment created as a result of the Development;

“Owners” means the person or persons described as Owner at the time of entering into this Agreement and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any allotment created by any subdivision of the same and shall include the singular and the plural;

“Permit” means planning permit number P04/158 issued by the Council on the 24 December 2004 as amended from time to time.

“Water Corporation” means the Lower Murray Urban and Rural Water Corporation and any of its successors or assigns;

**AF454207D**

05/11/2007 \$97

173



**Section 173 Agreement – Sixteenth Street, Mildura**

**2. INTERPRETATION**

In this Agreement, unless a contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) words importing any gender include all other genders;
- (c) "person" includes a firm, a body corporate, or an unincorporated association;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes, assigns, employees, servants, agents, consultants, contractors, advisers, financiers, subcontractors, licensees and invitees;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of any of them;
- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

**3. SECTION 173 AGREEMENT**

**3.1 Agreement under Section 173 of the Act**

The Council, the Water Corporation and the Owners have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as an agreement under Section 173 of the Act.

**3.2 Covenants Run with the Land**

The Owners acknowledge and agree that any obligation imposed on the Owners under this Agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land.

**4. COMMENCEMENT**

This Agreement will come into force and effect from the date of this Agreement.



Section 173 Agreement – Sixteenth Street, Mildura

---

**5. OWNERS' COVENANTS**

**5.1 Successors in title**

The Owners will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this Agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this Agreement.

**5.2 Registration**

The Owners will do all things necessary to enable the Council to register this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including signing any further agreement, acknowledgement or document to enable the Agreement to be registered under that Section.

**5.3 Performance of Covenants**

The Owners will do all things necessary including the signing of such further agreements, undertakings, covenants, consents, approvals or other documents for the purpose of ensuring that it carry out the covenants and agreements and obligations contained in this Agreement and to enable the Council and or the Water Corporation to enforce the performance by the Owners of such covenants, agreements and undertakings.

**5.4 Comply with Permit**

The Owners will comply with and carry out the conditions of the Permit.

**5.5 Costs**

The Owners will pay the Council's costs of and incidental to the preparation and execution of this Agreement and the registration of this Agreement at the Land Titles Office pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the Agreement at the Land Titles Office.

**5.6 Disclosure, acknowledgement and indemnity**

- a) The Owners acknowledge that they are aware that the Water Corporation has set aside land at Lot 1 on Plan of Subdivision 437900 (Sixteenth

**AF454207D**



**Section 173 Agreement – Sixteenth Street, Mildura**

Street, Mildura) for a future significant water supply and that the site of the future water supply is in close proximity to the lots allowed under the subdivision, the subject of this Permit and that the water supply facility will include or comprise elevated storage.

- b) The Owners recognise and accept the potential for impact for real and perceived amenity impacts on the Land the subject of this agreement.
- c) The Owners and their successors in title shall not make any claims against the Council and or the Water Corporation for compensation loss or damage for any damages or injury sustained as a result of the installation of the water supply facility, the Council approving the Permit or pertaining to the location of a residential property on a site that is within close proximity to the water supply facility on the land at Lot 1 on Plan of Subdivision 437900 located in Sixteenth Street, Mildura. The Owners and their successors in title shall indemnify and keep indemnified the Council and the Water Corporation in respect of all claims for loss or damage whatsoever and howsoever arising pertaining to the approval of the Permit and or the establishment of the water supply facility in the vicinity of residential property and shall take no action to restrict or curtail the establishment and operation of the water supply facility in accordance with standard industry practice.

**6. OWNERS' WARRANTY**

**6.1 Registered Proprietor**

The Owners warrant that they are or they are entitled to be, the registered proprietor of the Land and the beneficial owner of the Land.

**6.2 No other person with interest**

The Owners warrant that other than as referred to in this Agreement, or disclosed by the usual searches, or disclosed in writing to the Council prior to the execution of this Agreement, no other person has any interest either legal or equitable in the Land.

**AF454207D**

05/11/2007 \$97 173



Section 173 Agreement – Sixteenth Street, Mildura

**6.3 Obtained consents**

The Owners warrant that they have obtained all necessary authorities and consents to bind all persons who may have any legal or equitable interest in the land and that these authorities or consents are attached to this Agreement.

**7. ADDITIONAL MATTERS**

**7.1 Severance**

If any provision of this Agreement is not valid it shall not effect the validity of the other provisions of this Agreement but shall be read down or severed so as to leave the other provisions of this Agreement in effect.

**7.2 Proper law**

This Agreement is governed by and the parties submit to the jurisdiction of the laws of the State of Victoria.

**7.3 Joint & several**

This Agreement is binding on the Owners and the Owners for the time being of any Lot created by the Development. In the event that there is more than one owner of any Lot the covenants, undertakings, warranties and liabilities of the Owner of the Lot shall be joint and several.

**7.4 No Waiver**

Any time or other indulgence granted by the Council to the Owners or any variation of the terms or conditions of this Agreement or any judgment or order obtained by either party against the other will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

**8. DEFAULT OF OWNERS**

In the event of the Owners defaulting or failing to perform any of the obligations under this Agreement, the Council and or the Water Corporation may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council and or the Water Corporation to rectify any default shall be borne by the Owners and any such costs together with any amount

**AF454207D**

05/11/2007 \$97

173



**Section 173 Agreement – Sixteenth Street, Mildura**

---

payable to Council pursuant to this Agreement shall be capable of being recovered by the Council and or the Water Corporation in any Court of competent jurisdiction as a civil debt recoverable summarily.

**EXECUTED as a deed.**

AF454207D

05/11/2007 \$97

173



Section 173 Agreement – Sixteenth Street, Mildura

THE COMMON SEAL of the )  
MILDURA RURAL CITY COUNCIL )  
was affixed hereto by authority of )  
the Council in the presence of:



  
Councillor John Arnold

  
Councillor Vernon Knight

Chief Executive Officer

THE COMMON SEAL of LOWER )  
MURRAY URBAN AND RURAL )  
WATER CORPORATION was hereunto )  
affixed by authority of the Board in )  
the presence of: )




  
Chairman

  
Member

  
Managing Director

SIGNED SEALED & DELIVERED )  
by the said MICHAEL ANTHONY BOZZI )  
in the presence of: )

  
SIGNED SEALED & DELIVERED )  
by the said VITO JOHN BOZZI )  
in the presence of: )





Section 173 Agreement – Sixteenth Street, Mildura

**MORTGAGEE'S CONSENT**

**NATIONAL AUSTRALIA BANK LIMITED** being the registered Mortgagee under Mortgage No **AE691845C** which encumbers the land described in clause 1 in the attached agreement **HEREBY CONSENTS** to the Owners encumbering the land with the within Agreement.

DATED this

24<sup>th</sup>

day of

October

2007.

A handwritten signature in black ink, appearing to be 'M. C. [unclear]', written over a dotted line.

FOR AND ON BEHALF OF  
**NATIONAL AUSTRALIA BANK LIMITED**





From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 19 March 2021 09:28 AM

## PROPERTY DETAILS

Address: **11 BOZZI COURT MILDURA 3500**  
 Lot and Plan Number: **Lot 2 PS648029**  
 Standard Parcel Identifier (SPI): **2\PS648029**  
 Local Government Area (Council): **MILDURA**  
 Council Property Number: **32388**  
 Planning Scheme: **Mildura**  
 Directory Reference: **VicRoads 534 H10**

[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**

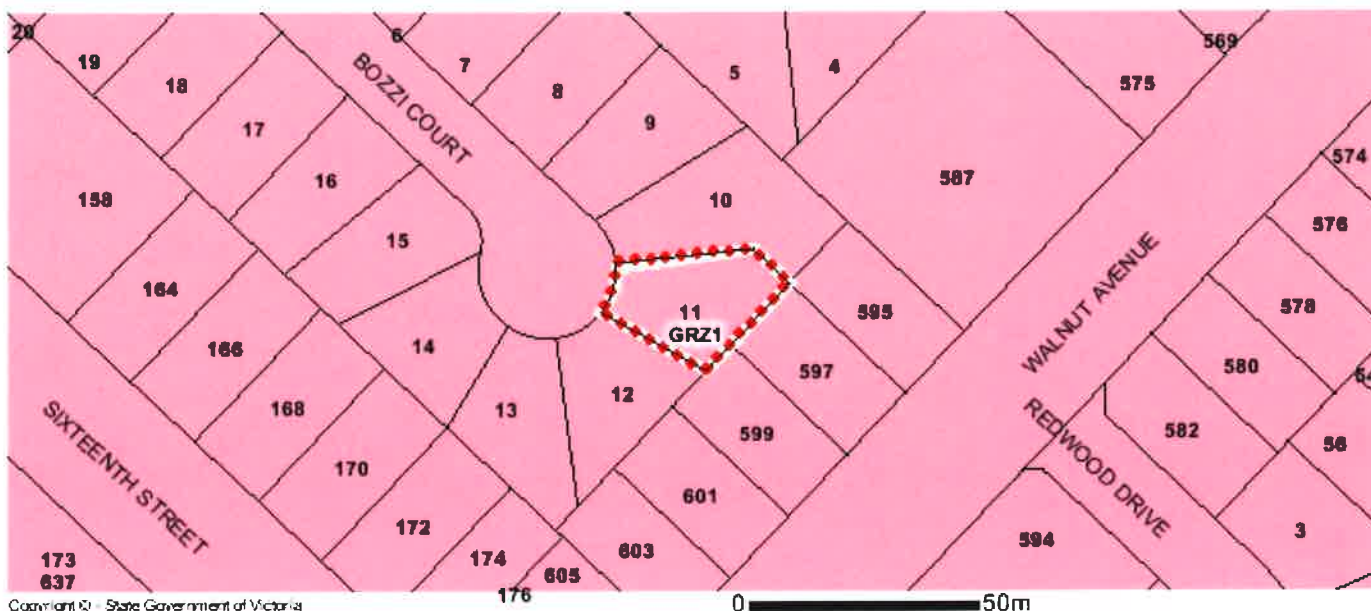
## STATE ELECTORATES

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

## Planning Zones

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

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



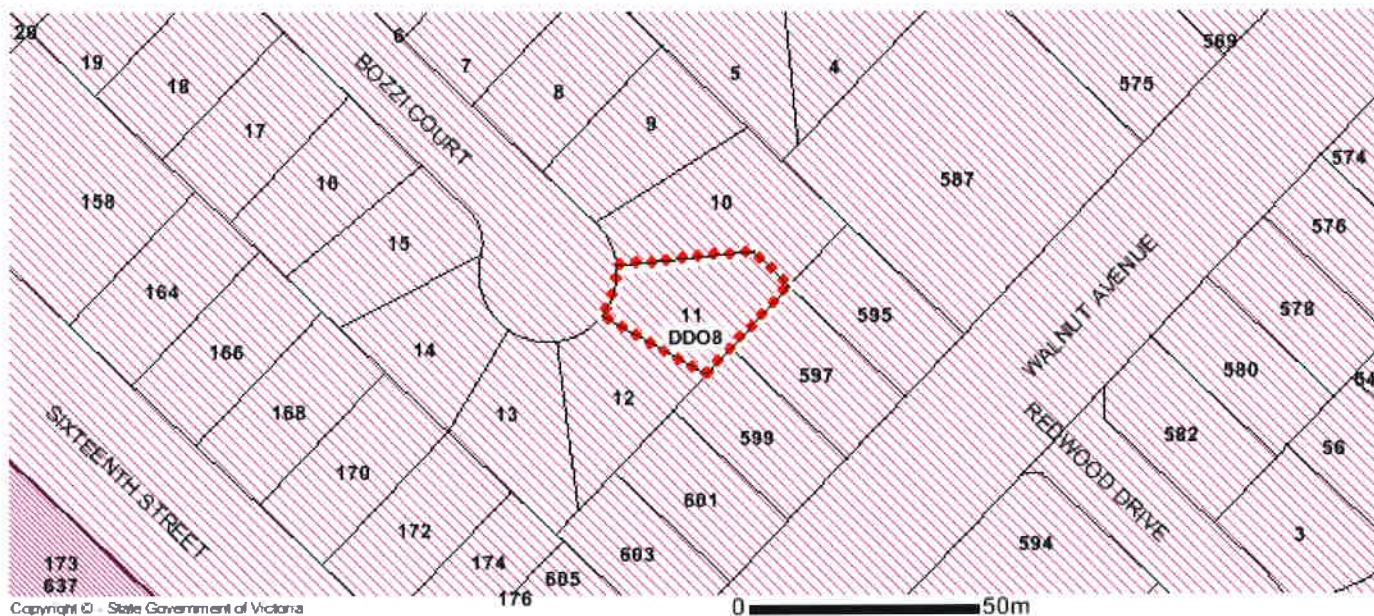
GRZ - General Residential

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

## Planning Overlays

### [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

#### [DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 \(DDO8\)](#)



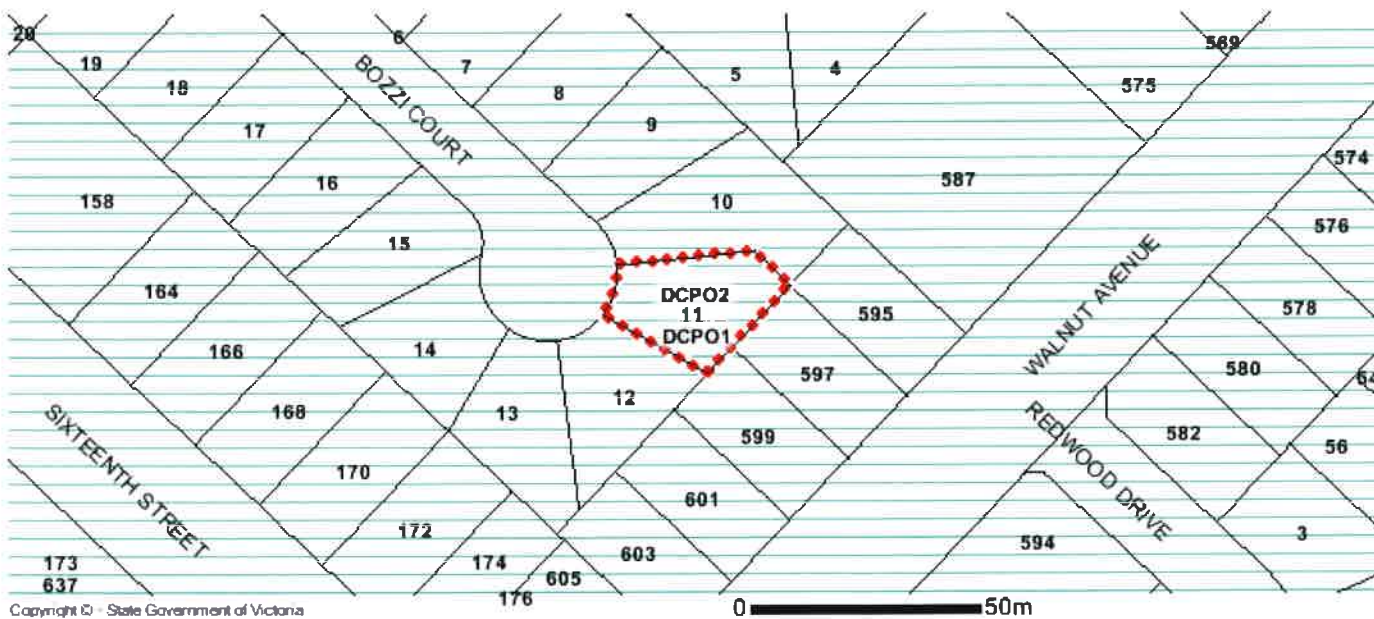
DDO - Design and Development

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

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

#### [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)

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



DCPO - Development Contributions Plan

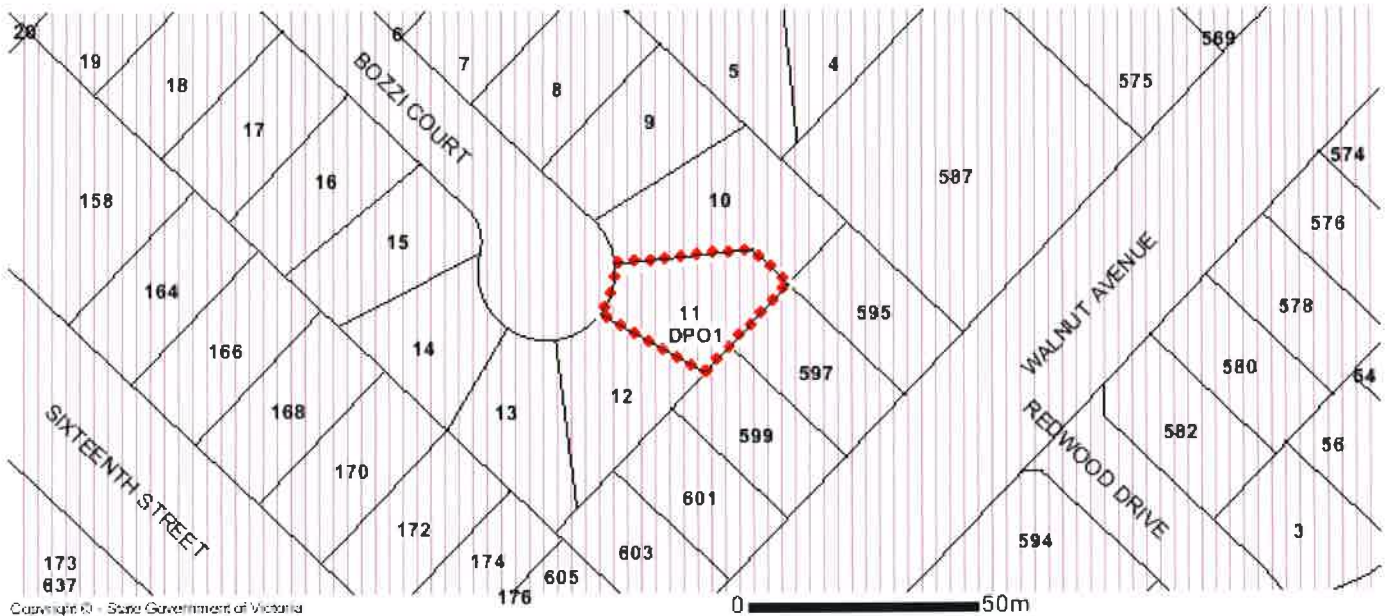
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.



## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)

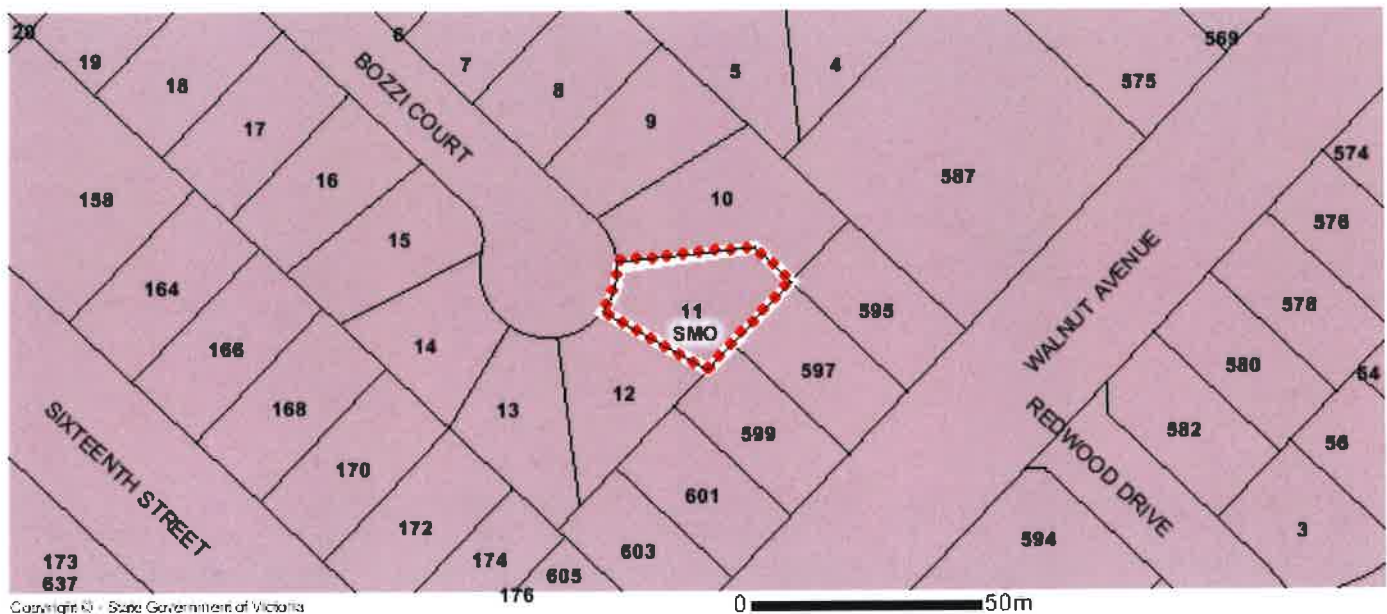


 DPO - Development Plan

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

### SALINITY MANAGEMENT OVERLAY (SMO)

#### SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)



 SMO - Salinity Management

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

Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-disclaimer)

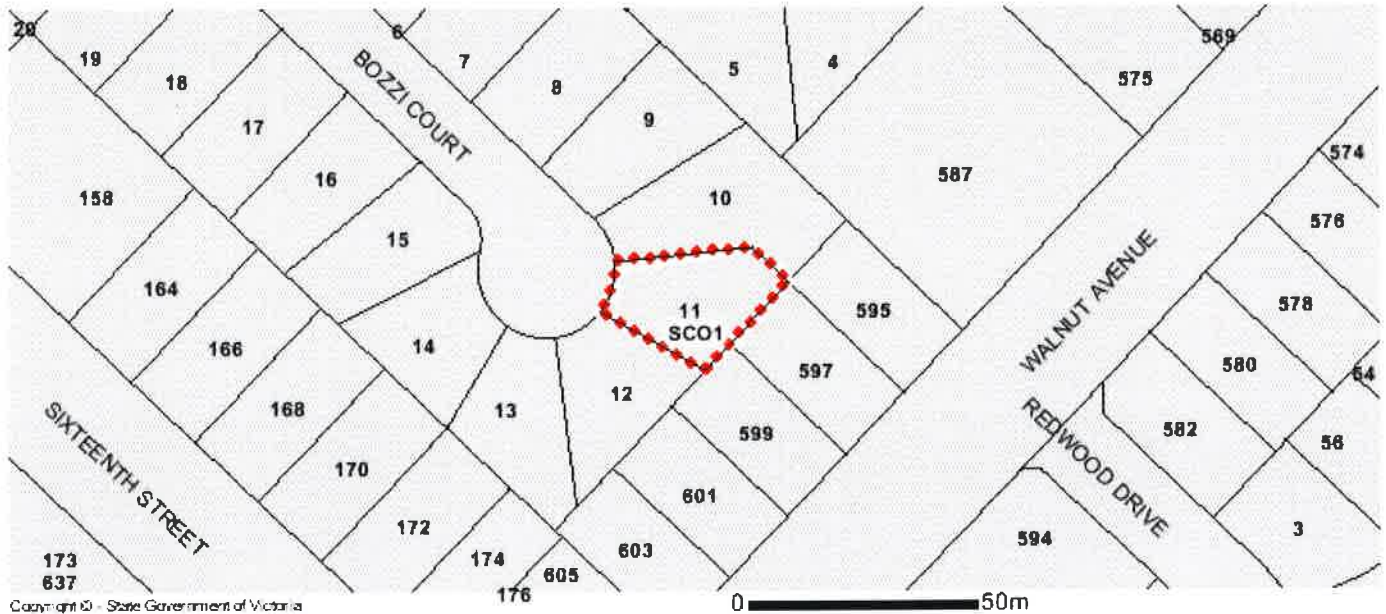
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 11 BOZZI COURT MILDURA 3500

## Planning Overlays

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

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



SCO - Specific Controls

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

## Further Planning Information

Planning scheme data last updated on 11 March 2021.

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

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

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

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

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

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

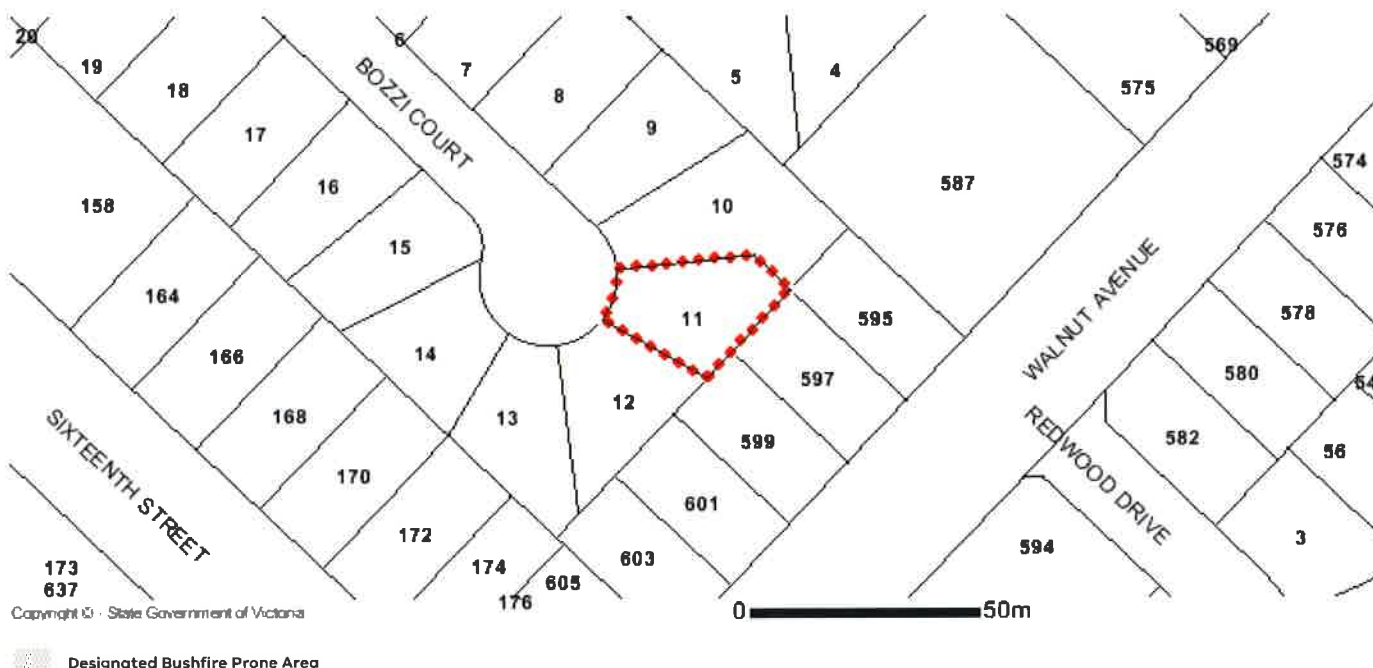
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

## Designated Bushfire Prone Area

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



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>



# **LEGEND**

- LMW Urban Sewer
  - Gravity Pipeline
  - Rising Main Pipeline
  - Pressure Main Pipeline
- LMW Urban Water Pipeline
- LMW Rural Sewer on
  - Pipeline
  - Channel
- LMW Rural Drainage
  - Gravity Pipeline
  - Rising Main Pipeline
  - Channel



GDA 1994 MGA Zone 54  
© Lower Murray Urban  
and Rural Water Corporation

Notes/Comments

LMW DISCLAIMER: The accuracy and completeness shown on this plan is not guaranteed and therefore shall be used as a guide only. The user is responsible to prove locations and depths in the field. This information is only to be used for the initial project and shall not be passed onto a third party. Note: For further assistance please contact LMW.



# 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.