

**VENDOR'S STATEMENT PURSUANT TO 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.*

**VENDOR**                    **ANGELA GAY TURNER and DALE JOHN TURNER**

**PROPERTY**                **6 Caloola Court, Mildura  
(Lot 19 on Plan of Subdivision 119093 and being the land more particularly described in  
Certificate of Title Volume 09170 Folio 812)**

**1. FINANCIAL MATTERS**

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

(a) Their amounts are as follows:

Authority	Amount	Interest (if any)
Mildura Rural City Council per annum 2020-21	\$1,975.08	
Lower Murray Water per qtr 2020-21	\$175.05	

(b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:

- (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
- (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

**1.2 Particulars of any Charges (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.**

Nil.

**1.3 Terms Contract**

This section 1.3 only applies if the 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, particulars are as follows:

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 to the receipt of rents and profits, are as follows:

Nil.

## **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 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 description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant 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.

### **3.2 Road Access**

There is access to the property by road.

### **3.3 Designated Bushfire Prone Area**

The land is not in a bushfire prone area under section 192A of the *Building Act 1993*.

### **3.4 Planning Scheme**

The required specified information is Attached is a certificate with the required specified information.

## **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 are as follows:

Nil.

#### **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 notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

### **5. BUILDING PERMITS**

No building permits have been issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land).

### **6. OWNERS CORPORATION**

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

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

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

#### **7.1 Work-in-Kind Agreement**

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

#### **7.2 GAIC Recording**

The land is not affected by the GAIC.

### **8. SERVICES**

The following services are **not** connected to the land:

- (a) telephone services

### **9. TITLE**

- 9.1 Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a "diagram location" in the Statement that identifies the land and its location.

### **10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

There is no certificate relating to Energy Efficiency Information applicable.

**11. DUE DILIGENCE CHECKLIST**

*The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to 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 with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.*

**The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.**

Date of this Statement:                    ..... / ..... / .....

Signatures of the vendor:                    .....  
Angela Gay Turner

.....  
Dale John Turner

**The purchaser acknowledges being given a duplicate of this statement signed by the vendor with the attached documents before the purchaser signed any contract.**

Date of this Acknowledgment:                    ..... / ..... / .....

Signature/s of the purchaser:                    .....

Name/s of the purchaser:                    .....

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

VOLUME 09170 FOLIO 812

Security no : 124090570646Y  
Produced 16/06/2021 12:18 PM

LAND DESCRIPTION

Lot 19 on Plan of Subdivision 119093.  
PARENT TITLE Volume 09144 Folio 780  
Created by instrument LP119093 27/10/1976

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
ANGELA GAY TURNER  
DALE JOHN TURNER both of 681 BERYL STREET BROKEN HILL NSW 2880  
AQ112836J 04/08/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ112837G 04/08/2017  
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE LP119093 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: 6 CALOOLA COURT MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 12690B WESTPAC BANKING CORPORATION (63)  
Effective from 04/08/2017

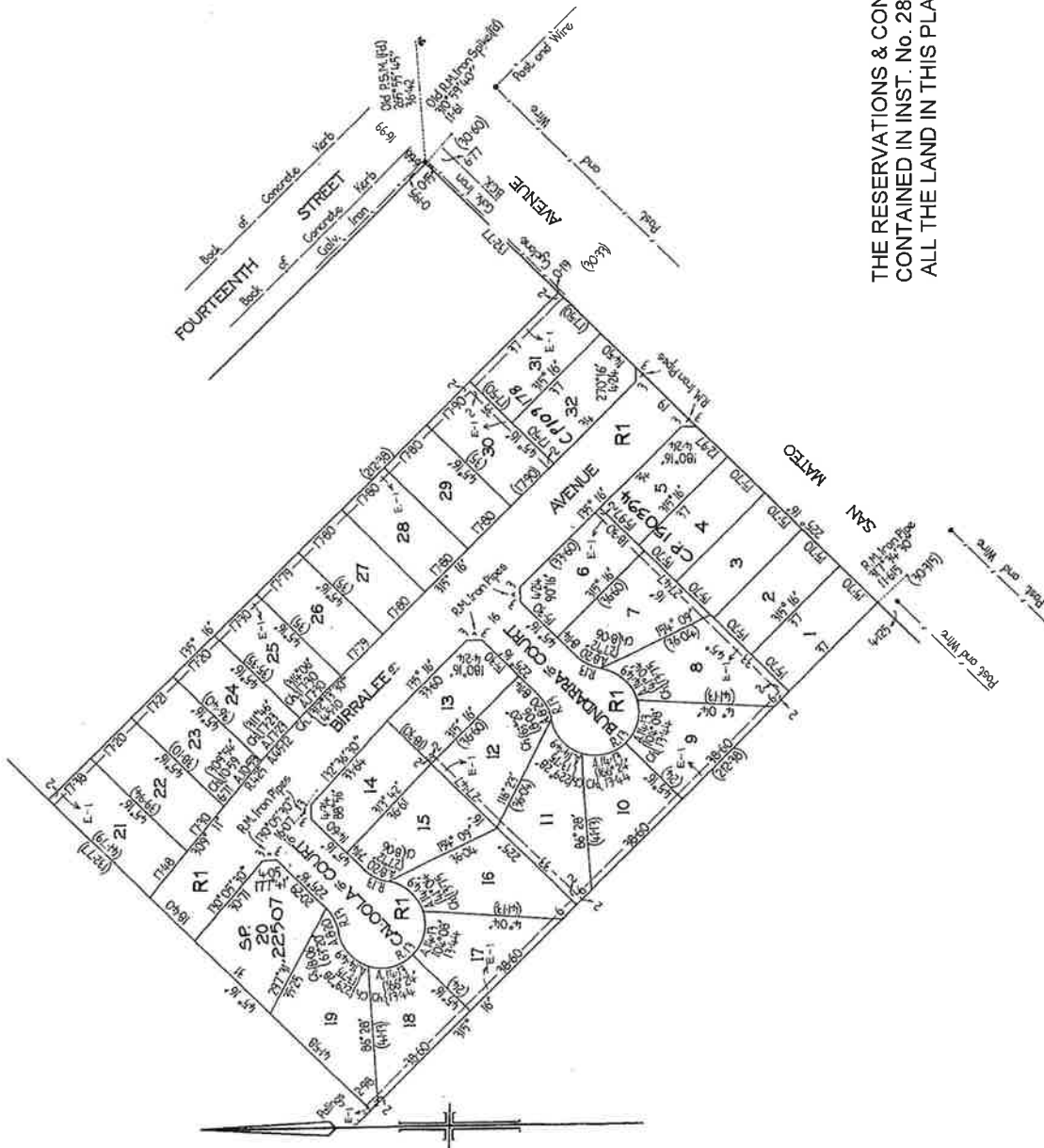
DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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**LP119093**  
 EDITION 1  
 APPROVED 11 / 8 / 16

<b>PLAN OF SUBDIVISION OF</b>
<b>PART OF CROWN PORTION 2</b>
<b>PARISH OF MILDURA</b>
<b>COUNTY OF KARKAROO</b>
SCALE 16 8 0 16 32 LENGTHS ARE IN METRES
<b>APPROPRIATIONS</b>
The land coloured blue is set apart for drainage and sewerage purposes. The land coloured brown is set apart for way and drainage.
<b>ENCUMBRANCES AND OTHER NOTATIONS</b>
On V2144 F. 780
CHART 16
<b>COLOUR CONVERSION</b>
BROWN = E-1
BROWN = R-1



THE RESERVATIONS & CONDITIONS  
 CONTAINED IN INST. No. 288371 AFFECTS  
 ALL THE LAND IN THIS PLAN

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



Mildura Rural City Council

# Land Information Certificate

Date of certificate: 17 June 2021

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 24819

Assessment No: 771

Your Reference: 50040806-013-7

## Applicant Details

Landata  
DX 250639  
EAST MELBOURNE VIC 3002

## Property Address: 6 Caloola Court MILDURA

Description: Lot: 19 Sec: 32 Blk: F LP: 119093  
Area: 983.0000 Square Metres

Capital Improved Value	\$228,000
Site Value	\$74,000
Net Annual Value	\$11,400
Base Date:	01/01/2020

## RATES, CHARGES AND OTHER MONIES: FOR THE 2020-2021 FINANCIAL YEAR

(Current rates and charges are payable in one lump sum by 15 February or by quarterly instalments due (1<sup>st</sup>) 30 September, (2<sup>nd</sup>) 30 November, (3<sup>rd</sup>) 28 February and (4<sup>th</sup>) 31 May of this financial year.)

Residential Rate	\$1,414.98
Waste Management	\$434.79
Residential Fire Levy (Fixed)	\$113.00
Residential Fire Levy (Variable)	\$12.31
Rate Arrears to 30/06/2020:	\$1,696.25
Interest to 21/06/2021:	\$223.06
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	-\$493.77
<b>Total Rates &amp; Charges Due:</b>	<b>\$3,400.62</b>

## Additional Monies Owed:

Debtor Balance Owing:

<b>Total Rates &amp; Charges &amp; Additional Monies Owed:</b>	<b>\$3,400.62</b>
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**Pay via BPay** Biller Code: 93922

Reference Number: 7716

### For further information contact

Rates Department  
Mildura Rural City Council  
PO Box 105, Mildura Vic 3502; or  
DX 50014, Mildura  
Telephone: (03) 5018 8122

### Certificate updates

Certificates are valid for 90 days from the original date of issue. Updates may be requested by the applicant only. All update requests must be submitted via the following email address:  
[helpdesk-revenue@mildura.vic.gov.au](mailto:helpdesk-revenue@mildura.vic.gov.au)



Mildura Rural City Council

## Land Information Certificate

Date of certificate: 17 June 2021

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 24819

Assessment No: 771

Your Reference: 50040806-013-7

**Property Address: 6 Caloola Court MILDURA 3500**

Description: Lot: 19 Sec: 32 Blk: F LP: 119093

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This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

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There are no monies owed for works under the **Local Government Act 1958** or earlier act.

There are no monies owed under Section 94(5) of the **Electricity Industry Act 2000**.

There is no potential liability for rates under the **Cultural and Recreational Lands Act 1963**.

There is not any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the **Subdivision Act 1988** or the **Local Government Act 1958**.

There are not any notices or orders on the land that have been served by Council under the **Local Government Act 1958**, **Local Government Act 1989**, any other Act or regulation, or under a local law of the Council, which have a continuing application as at the date of this certificate.

There is not a potential liability for the land to become rateable under Section 173 or 174A of the **Local Government Act 1989** unless stated in 'Please Note'.

There is no money owed under Section 227 of the **Local Government Act 1989**.

This certificate is not required to (and does not) include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

**PLEASE NOTE: Interest has been raised to 21/06/21. Please apply for an update if settlement occurs after this date.**

I hereby certify that the information given in this certificate is a true and correct disclosure of rates and other monies payable to the Mildura Rural City Council as at the above date, together with any notices served pursuant to the Local Government Act, Local Law or any other Act.

.....David Clohesy..... **DELEGATED OFFICER**

RECEIPT OF \$27.00 ACKNOWLEDGED, BEING THE FEE FOR THIS CERTIFICATE.





\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Martin Irwin & Richards C/- InfoTrack (InfinityLaw)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 390949

NO PROPOSALS. As at the 16th June 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

6 CALOOLA COURT, MILDURA 3500  
RURAL CITY OF MILDURA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 16th June 2021

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 50040806 - 50040806122221 '390949'**



Mildura Rural City Council

**Request For Building Information**  
Pursuant to regulation 51 Building Regulation 2018

**Applicant's Name and Address:**

**Landata**  
**Landata.online@victorianlrs.com.au**

<b>File:</b>	<b>PA771</b>
<b>Your Ref:</b>	<b>50040806-015-1</b>
<b>Date Issued:</b>	<b>21 June 2021</b>

<b>Property Address:</b>	<b>6 Caloola Court – MILDURA</b> <b>Lot 19 on Plan of Subdivision 119093</b> <b>Volume 09170 Folio 812</b>
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N.B. Please see page 2 for Salinity Statement

**Regulation 51 (1)**

(A) Details of any permit or certificate of final inspection issued in the preceding 10 years

Nil

(B) Details of any current statement issued under regulation 64(1) or 231(2) of these regulations

Nil

(C) Details of any current notice or order issued by the relevant building surveyor under the Act.

Nil

**Signed:**  
**MARK YANTSES**  
**MUNICIPAL BUILDING SURVEYOR**

**N.B.** Please note that information on this form is taken from Council records and is **NOT** evidence that illegal building works do not exist in relation to this property.

**ATTACHMENT TO REQUEST FOR INFORMATION  
BUILDING REGULATION 51  
SALINITY AFFECTING THE MUNICIPALITY**

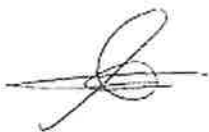
Some land within the municipality of the Mildura Rural City Council contains high levels of salt resulting in a condition commonly referred to as 'salinity'. Salinity can result in 'salt damp' or 'rising damp and salt attack' which can cause damage to certain building materials such as concrete and masonry.

Council recommends that you make your own inquiries regarding the presence of high salinity on land which you own or are considering to purchase.

If you are proposing to construct buildings on land in the municipality, you should ascertain whether or not special measures should be taken during the construction of these buildings to minimise any effects that salinity may have.

Council provides this information to assist you to make informed decisions about existing buildings or the construction of new buildings in high salinity areas.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Mark Yantses', written over a horizontal line.

**Mark Yantses**

**MUNICIPAL BUILDING SURVEYOR**

MY/jb



Statement No: IS21/85717  
 Page: 1 of 2  
 Our Ref: 841  
 Issue Date: 22/06/2021  
 Your Ref: 50040806-035-9

LANDATA  
 DX 250639  
 EAST MELBOURNE

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

Owner Name(s) MR DJ TURNER & MS AG TURNER  
 Situate: 6 CALOOLA COURT MILDURA VIC 3500  
 Description: Lot 19 LP 119093 Par Mildura Vol 9170 Fol 812

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
Receipts, Concessions & Rebates		(175.05)
Balance Due		\$0.00

**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](mailto:contactus@lmw.vic.gov.au)

[lmw.vic.gov.au](http://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

**Other Information:**

Corporation sewer main located inside property boundary:-

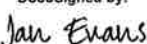
It should be noted that in most instances the integrity of the Corporations sewer mains are protected by way of sewer easements. A Sewer easement can be in the form of a registered easement as depicted on the property title or alternatively as an implied easement as prescribed under section 148 of the Water Act 1989. The Corporation has policies in place which prohibits the placement of buildings and or structures over sewer easements.

Please Note: This property is tenanted.

If you wish to make the settlement payment for this property via BPay please use the following information: **Biller Code 78477 Payment Reference Number 700008410.**

This Statement was issued from the Mildura Office

Signed:

DocuSigned by:  
  
 F84DF3A05A28456...

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



MARTIN IRWIN & RICHARDS LAWYERS

**Your Reference:** DCON:DS:JZ:337589-1

**Certificate No:** 47789794

**Issue Date:** 18 JUN 2021

**Enquiries:** ESYSPROD

**Land Address:** 6 CALOOLA COURT MILDURA VIC 3500

Land Id	Lot	Plan	Volume	Folio	Tax Payable
1869043	19	119093	9170	812	\$0.00

**Vendor:** DALE TURNER & ANGELA TURNER

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ANGELA GAY TURNER	2021	\$74,000	\$0.00	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**Comments:**

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:	\$228,000
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SITE VALUE:	\$74,000
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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: 47789794

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## 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 = \$74,000

Calculated as \$0 plus ( \$74,000 - \$0) multiplied by 0.000 cents.

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## Property Clearance Certificate - Payment Options

<b>BPAY</b>	
	Billers Code: 5249 Ref: 47789794
<b>Telephone &amp; Internet Banking - BPAY®</b>	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
<a href="http://www.bpay.com.au">www.bpay.com.au</a>	

<b>CARD</b>	
	Ref: 47789794
<b>Visa or Mastercard</b>	
Pay via our website or phone 13 21 61. A card payment fee applies.	
<a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>	





Collie & Tierney

This is a lease renewal of the premises with the new lease period agreement made on the 31 day of August 2020 At 67 Lime Avenue, Mildura Vic 3500

**LANDLORD:** Name: A & D Turner  
(A.B.N. if landlord is a company): -  
Address: C/- 67 Lime Avenue, Mildura Vic 3500

**AGENT:** Registered Business Name: Collie & Tierney (Mildura) Pty Ltd  
(A.B.N. if agent is a Company): 38 005 110 118  
Address: 67 Lime Avenue  
Mildura Vic 3500  
Telephone Number: 03) 5021 2200  
Fax Number: 03) 5021 1213

**TENANT (1):** Name: Amelia Taufa  
(A.B.N. if tenant is a company): -  
Address: 6 Caloola Court, Mildura VIC 3500

**TENANT (2):** Name: -  
Address: -

**TENANT (3):** Name: -  
Address: -

**TENANT (4):** Name: -  
Address: -

**PREMISES:** 6 Caloola Court, Mildura VIC 3500  
(\*Together with those items indicated in the condition report)

**RENT:** The rental amount is \$300.00 Per week.  
The date the first payment is due is-

**BOND:** A bond has been paid of \$1303.00 to the landlord/agent on -  
In accordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.  
If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:  
NAME: AMOUNT:  
NAME: AMOUNT:  
NAME: AMOUNT:

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority

**PERIOD:** Renewal Term: -  
Original Lease Start Date: Thursday, 16 July 2020  
Renewal Start Date: Monday, 31 August 2020  
Termination Date: Thursday, 15 July 2021

Unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.

OR

The agreement will commence from the and will continue until terminated in accordance with the Residential Tenancies Act 1997

**SIGNED:** By the Landlord/Agent: Sally Hardy In presence of [Signature] (Witness)

**SIGNED:** By the Tenant/s [Signature] In the presence of Sally Hardy (Witness)

NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTIONS 37 AND 38 OF THE RESIDENTIAL TENANCIES ACT, 1997.

**GUARANTEE:** To the within names landlord \_\_\_\_\_

I/We \_\_\_\_\_

of \_\_\_\_\_

HERBY GUARENTEE the punctual performance by the within named tenant/s of all the terms, conditions and covenants contained in the above AGREEMENT. You may without affecting my/our liability under this AGREEMENT grant time or other concessions to or compromise with the TENANT/S and this Guarantee shall be a continuing Guarantee in all respects. SIGNED, SEALED AND DELIVERED

By the Guarantor in the presence of: [Signature] (Witness)

**1. Condition of the premises**

The Landlord must-

- a) Ensure that the premises are maintained in good repair; and
- b) If the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

**2. Damage to the premises**

- a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
- c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

**3. Cleanliness of the premises**

- a) The LANDLORD must ensure that the premises are in a reasonable clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

**4. Use of premises**

- a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

**5. Quiet enjoyment**

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

**6. Assignment or sub-letting**

- a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, cost or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

**7. Residential Tenancies Act 1997**

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

**8. Ancillary use of the premises**

The tenant must primarily use the premises as a residence. If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent. The landlord will not unreasonably withhold consent and in giving consent may impose reasonable terms and conditions.

**9. Utility Charges**

**9.1** The landlord is liable for the costs and charges set out in section 53(1) and (if applicable section 54 of the **Residential Tenancies Act 1997**). (Note: Details of the costs and charges are available at [www.parliament.vic.gov.au](http://www.parliament.vic.gov.au) click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

**9.2** The tenant is liable for the costs and charges set out in section 52 of the **Residential Tenancies Act 1997**. (Note: details of the costs and charges are available at [www.parliament.vic.gov.au](http://www.parliament.vic.gov.au) click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

**9.3** If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contractors the landlord must have the service repaired or reconnected and pay the expense of doing so.

**9.4** If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.

**9.5** If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.

#### **10. Landlord Insurance**

**10.1** The tenant will not knowingly do or allow anything to be done on the premises that may invalidate the landlord's insurance policies or result in the premiums being increased above the normal rate.

**10.2** The tenant agrees to pay to the landlord any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the tenant has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the landlord, the agent or their contractors.

**10.3** The tenant acknowledges that the landlord's insurance policies do not provide cover for the tenant's possessions. *(Note: It is strongly recommended the tenant takes out contents insurance to adequately cover his/her possessions).*

#### **11. Light globes and fluorescent tubes**

The TENANT must replace all damaged, defective, or broken light globes, spotlights and/or fluorescent tubes (including starters) during the term, at the tenant's expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starter) damaged, broken or made defective by the landlord or the agent or their contractors.

#### **12. Tenant to advise landlord or agent of defects**

The tenant must notify the landlord or agent as soon as practicable upon becoming aware in the premises that might injure a person or cause damage to the premises.

#### **13. Damage to the premises**

**13.1** The tenant must take reasonable measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the landlord, the agent or their contractors.

**13.2** The tenant must as soon as practicable notify the landlord or the agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The tenant must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the landlord, the agent or their contractors.

**13.3** The tenant will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to loss or damage caused by the premises. The indemnity does not apply to loss or damage caused by the landlord, the agent or their contractors.

**13.4** The tenant will indemnify the landlords against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the landlord, the agent or their contractors.

#### **14. Cleaning carpets on vacating the premises**

If new carpet has been installed or the existing carpet has been professionally dry or steam cleaned at the commencement of the tenancy (and the landlord or agent has produced a copy receipt for payment, upon request), the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.

#### **15. Fasteners, antennas and signs**

The tenant must obtain the landlord's or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The landlord's or the agent's consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The landlord's or the agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the object affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that object.

#### **16. Smoke detectors**

**16.1** The tenant must conduct regular checks to ensure smoke detectors are in proper working order. *(Note: regular checks are a requirement for the safety of occupants and security of the rented premises).*

**16.2** The tenant must as soon as practicable notify the landlord or the agent if a smoke detector is not in proper working order.

**16.3** The tenant must replace expired or faulty smoke detector batteries and in any event replace smoke detector batteries on every day light saving change.

**16.4** "Replacement batteries" must be new, of a reputable brand, and have suitable durability.

**17. Flammable liquids, kerosene heaters and vehicle and boat repairs**

**17.1** The tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.

**17.2** the tenant must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance (excluding greasing, de-greasing and oil changing), and washing and polishing.

**17.3** The tenant must not bring on to or use at the premises a portable heater which uses flammable liquid or bottled gas.

**18. Storage and removal of waste and rubbish**

The tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and /or waste receptacles must be kept in the place specifically provided for the purpose (if any). The tenant must have rubbish and waste regularly removed.

**19. Washing**

If the tenant hangs washing outside or airs articles, the clothes line (if any) provided with the premises must be used. The tenant must not hang washing or air articles on common property, unless facilities for doing so are provided for the tenant's use. The tenant must use the facilities in the manner required by the owners' corporation.

**20. Garden**

**20.1** The tenant will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions if any permitting). When watering, the tenant must comply with restrictions, if any.

**20.2** If the garden is watered by a watering system and/or via tank water, the tenant will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the landlord, the agent or their contractors.

**21. Pets**

The tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent. Permission will not be unreasonably withheld. In giving permission, the landlord or the agent may impose reasonable conditions including exercise. It is not unreasonable for the landlord or the agent to withhold permission if the rules of an owners' corporation prohibits pets being on common property or kept on the premises. If an occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owners' corporation.

**22. Changes in occupation of the premises**

**22.1** If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 6.

**22.2** If the tenant assigns the tenancy or sub-lets, contrary to clause 6, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's reletting expenses including:

- A pro-rata letting fee;
- Advertising or marketing expenses incurred;
- Rental data base checks on applicants;
- Rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

**22.3** The tenant's obligation to pay the landlord's reletting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

**23. Tenant intending to leave when the lease ends**

If the tenant intends to vacate the premises at the end of the tenancy, written notice of the tenant's intention to vacate must be given to the landlord or the agent 28 days before the tenancy comes to an end.

**24. Return of keys and obligation to pay rent**

The tenant must return all the keys of the premises to the landlord or the agent when the tenant vacates the premises. The tenant's obligation to pay the rent continues until the time the keys are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to relet the premises.

**25. Tenant remaining in possession after the tenancy ends**

If the tenant remains in occupation of the premises after the tenancy has come to an end and does not then enter into a fixed term lease, the tenant must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the tenant gives notice to the landlord or agent.

**26. Landlord requiring the premises when the lease ends**

If the landlord requires possession of the premises when the lease ends, the landlord will give the tenant a notice in the manner required by the **Residential Tenancies Act 1997**.

**27. Changing locks and alarm code**

**27.1** The tenant may change the locks of the premises. If the tenant changes the locks, the tenant must give the landlord or the agent duplicate keys to the changed locks as soon as practicable.

**27.2** The tenant may change the code of an alarm at the premises. If the code is changed, the tenant must advise the landlord or the agent of the changed code as soon as practicable.

**28. "To Let" signs**

The tenant will allow the landlord or the agent to erect a "To Let" sign on the premises during the last month of the tenancy.

**29. "Auction" and "For Sale" signs**

The tenant will allow the landlord or the agent to erect an "auction" or a "for sale" sign on the premises at any time.

**30. Access to the property whilst "For Sale", "Auction" or "To Let"**

The Tenant shall permit access to the premises by the landlord or his agent to present the property to prospective purchasers or tenants upon 24 hours notice or by agreement with the tenant and the landlord or the landlords' agent.

**31. Tenant cannot use bond money to pay rent**

**30.1** The tenant acknowledges the **Residential Tenancies Act 1997** provides the tenant may not refuse to pay rent on the ground a tenant intends to regard the bond as rent paid in respect of the premises.

**30.2** The tenant further acknowledges the **Residential Tenancies Act 1997** permits the **Victorian Civil and Administrative Tribunal** to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

**32. Increase the rent**

**31.1** Unless this tenancy agreement provides otherwise, during the term of the tenancy agreement the landlord may increase the rent by giving the tenant 60 days notice required by the **Residential Tenancies Regulations 2008**. Under a tenancy agreement entered into before 19 June 2019, the landlord cannot increase your rent more than once every 6 months. All leases entered into on or after 19 June 2019, the landlord cannot increase your rent more than once every 12 months.

**31.2** If the tenant disagrees with a rent increase sought by the landlord, the tenant may apply to the Director of consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

**33. Smoking**

The Tenant agrees not to smoke or allow anyone to smoke inside the premises at any time. The tenant will be liable for any smoke related damage caused to the premises.

**34. Lease Break**

If breaking the lease, the following conditions will apply.

- (a) The tenant is responsible for and must pay rent until the commencement date of the Tenants/s Tenancy Agreement or until the expiration of the lease, whichever is the soonest.
- (b) The tenant must pay our agency all re-letting costs these include:
  - A pro rata lease break fee, based on the remaining months of the fixed Term Lease Agreement calculated from 1.5 weeks rental + GST per annum. Upon finding a tenant the leasing fee will be calculated and replayed to the tenant.
  - Cost incurred from advertising the property on the internet, newspaper, and for a "to let" sign in order to relet the property. A total of \$110.00
  - Lower Murray water special meter reading fee (if applicable)

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 10 June 2021 04:53 PM

**Address:** 6 CALOOLA COURT MILDURA 3500

**Lot and Plan Number:** Lot 19 LP119093

**Standard Parcel Identifier (SPI):** 19\LP119093

**Local Government (Council):** MILDURA **Council Property Number:** 771

**Directory Reference:** VicRoads 535 N9

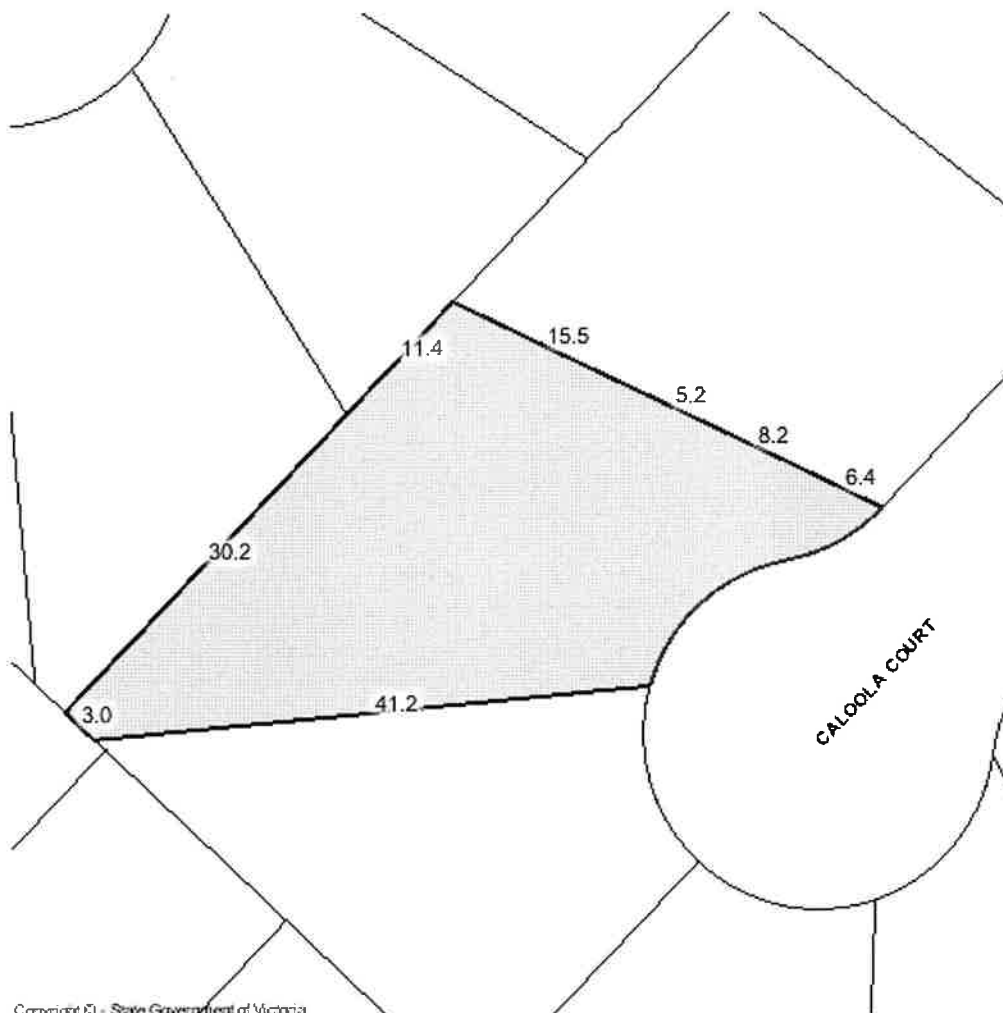
**This property is not in a designated bushfire prone area.**

**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](http://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:** 983 sq. m

**Perimeter:** 144 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.

16 dimensions shorter than 2m not displayed

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

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

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## 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 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 9 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](#)

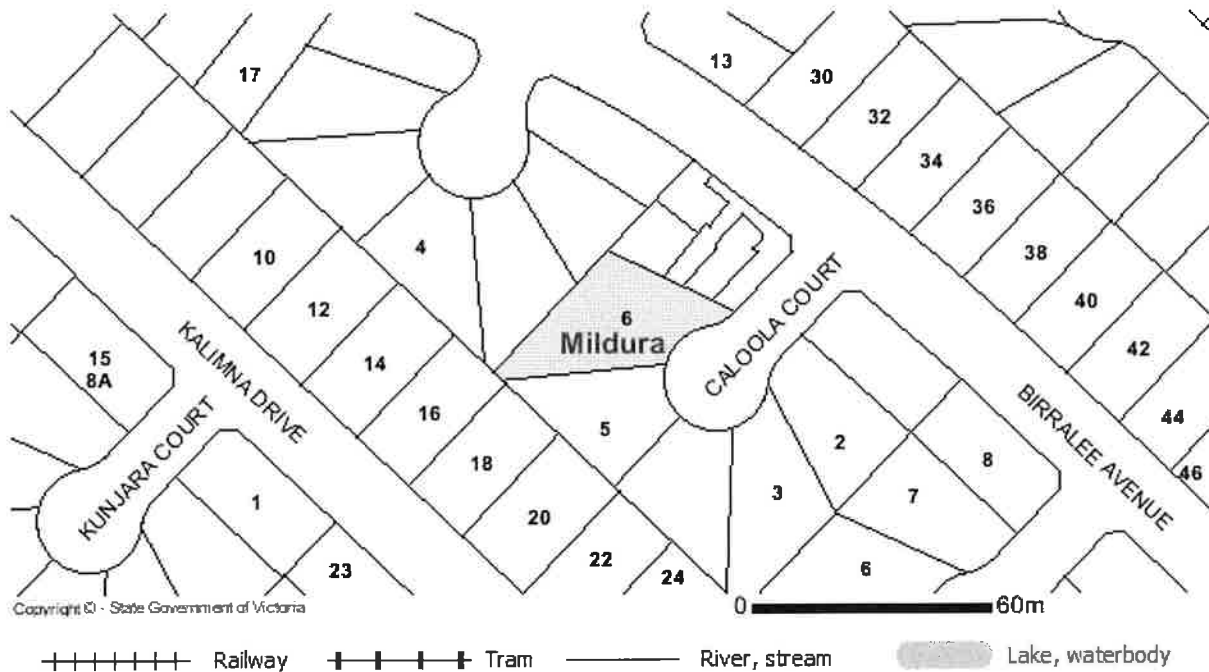
The Planning Property Report includes separate maps of zones and overlays

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

## Area Map



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# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 10 June 2021 04:53 PM

## PROPERTY DETAILS

Address: **6 CALOOLA COURT MILDURA 3500**  
Lot and Plan Number: **Lot 19 LP119093**  
Standard Parcel Identifier (SPI): **19\LP119093**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **771**  
Planning Scheme: **Mildura**  
Directory Reference: **VicRoads 535 N9**

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

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

## UTILITIES

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

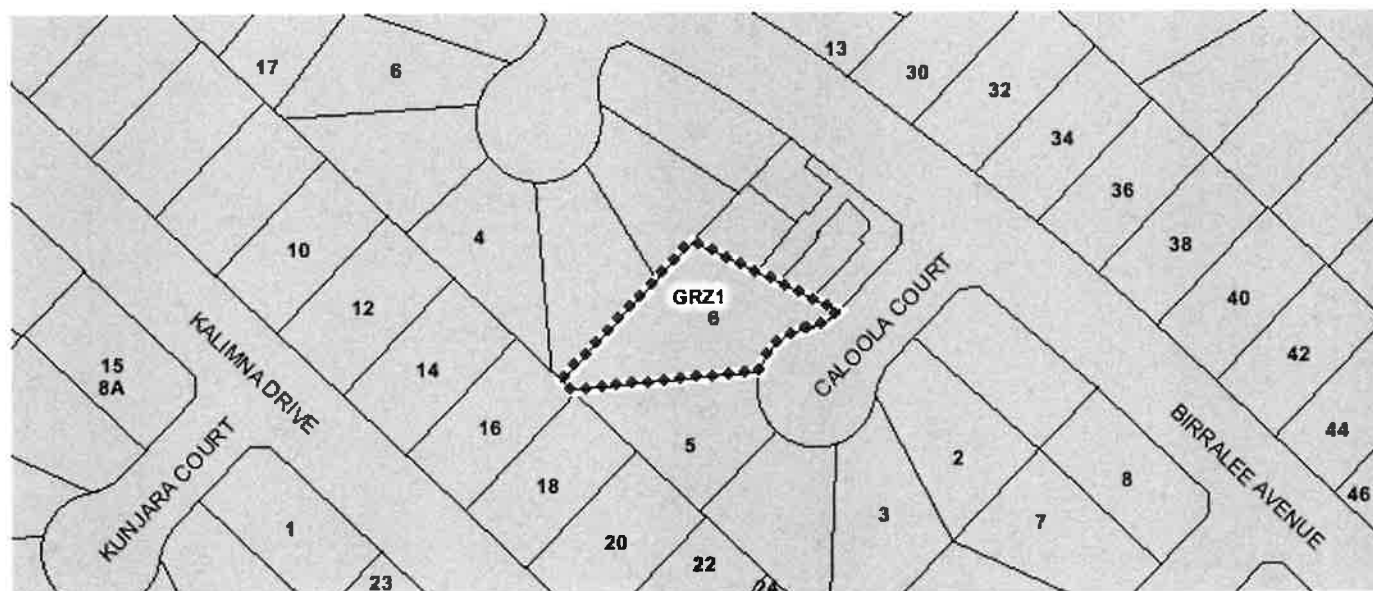
## STATE ELECTORATES

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

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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 **GRZ - General Residential**

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

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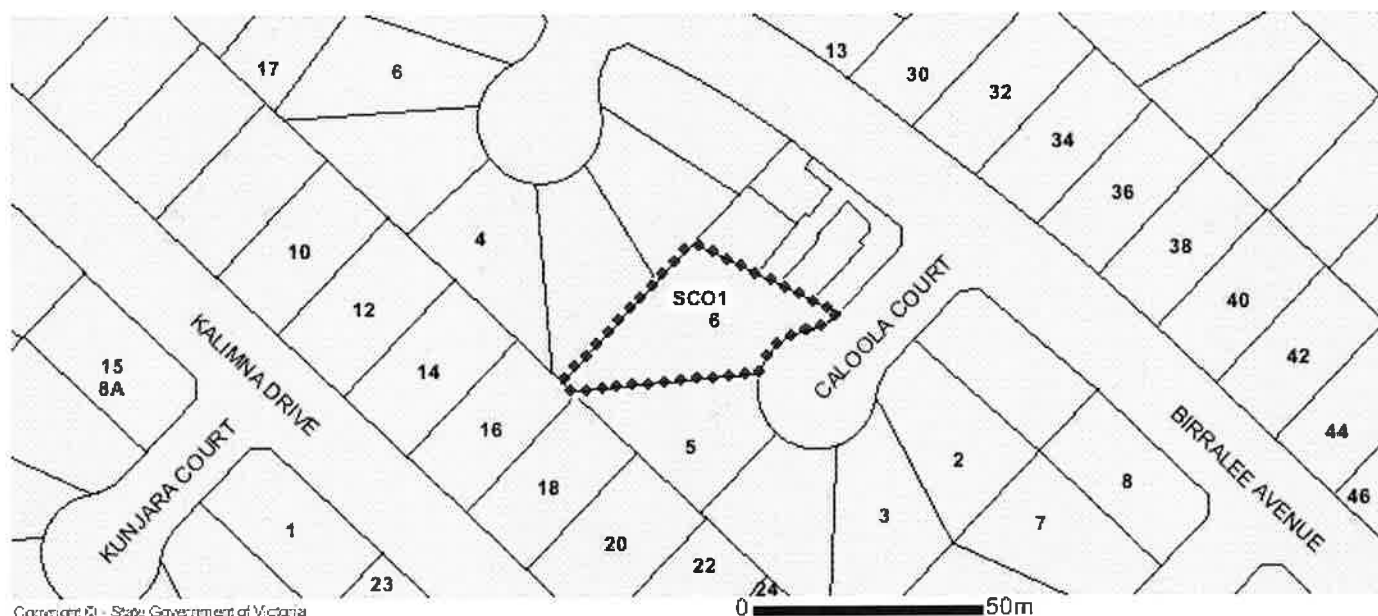
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 6 CALOOLA COURT 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.

## Further Planning Information

Planning scheme data last updated on 9 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>

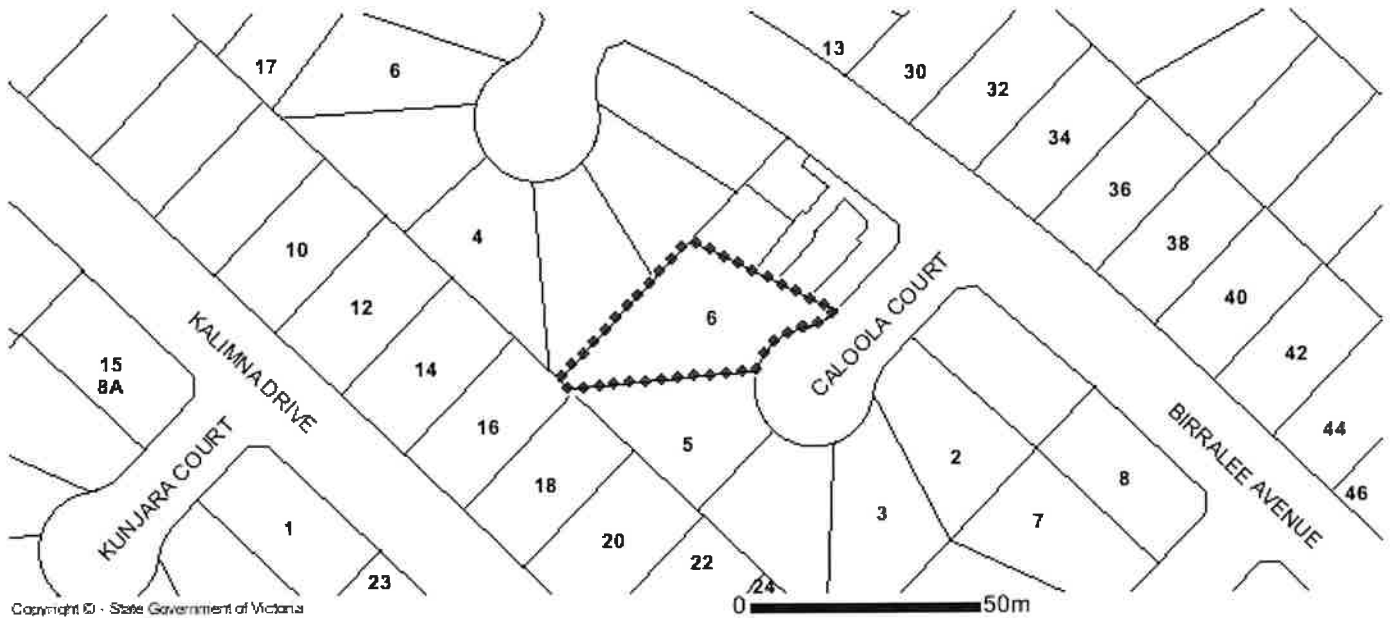
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Designated Bushfire Prone Area

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



Designated Bushfire Prone Area

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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

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

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

# Due diligence checklist

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

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

### Urban living

#### ***Moving to the inner city?***

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

#### ***Is the property subject to an owners corporation?***

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

### Growth areas

#### ***Are you moving to a growth area?***

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

### Rural properties

#### ***Moving to the country?***

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

#### ***Can you build new dwellings?***

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

#### ***Is there any earth resource activity such as mining in the area?***

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

## **Land boundaries**

### ***Do you know the exact boundary of the property?***

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## **Planning controls**

### ***Can you change how the property is used, or the buildings on it?***

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### ***Are there any proposed or granted planning permits?***

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## **Safety**

### ***Is the building safe to live in?***

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites or other potential hazards.

## **Building permits**

### ***Have any buildings or retaining walls on the property been altered, or do you plan to alter them?***

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### ***Are any recent building or renovation works covered by insurance?***

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

## **Utilities and essential services**

### ***Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?***

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## **Buyers' rights**

### ***Do you know your rights when buying a property?***

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

ANGELA GAY TURNER  
and  
DALE JOHN TURNER

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**VENDOR'S STATEMENT**

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Property  
**6 Caloola Court, Mildura**

MARTIN MIDDLETON OATES LAWYERS  
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