

# SECTION 32 STATEMENT

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

---

**Vendor:** Paul Frederick Ormerod and Paula Patricia Allard

---

**Property:** 2 Merebin Court MERBEIN VIC 3505

---

**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  
2 MEREBIN COURT MERBEIN VIC 3505

**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	\$1,680.86	Per annum
Lower Murray Water	\$ 174.22	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:- Increase in municipal rates once raised.

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  
2 MEREBIN COURT MERBEIN VIC 3505

(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  
2 MEREBIN COURT MERBEIN VIC 3505

- ~~— 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**

<b>Service</b>	<b>Status</b>
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

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

**9. TITLE**

Attached are the following document/s concerning Title:

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

**SECTION 32 STATEMENT**  
**2 MEREBIN COURT MERBEIN VIC 3505**

- (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**

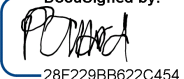
05 August 2021 /20 21

**Name of the Vendor**

**Paul Frederick Ormerod and Paula Patricia Allard**

**Signature/s of the Vendor**

DocuSigned by:  
  
28F229BB622C454...

DocuSigned by:  
  
28F229BB622C454...

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 9220 Folio 550

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 09220 FOLIO 550

Security no : 124090714523L  
Produced 23/06/2021 11:18 AM

LAND DESCRIPTION

Lot 9 on Plan of Subdivision 121012.

PARENT TITLES :

Volume 09024 Folio 344            Volume 09092 Folio 677  
Volume 09181 Folio 691    to    Volume 09181 Folio 693  
Volume 09185 Folio 011        Volume 09188 Folio 628  
Created by instrument LP121012 10/08/1977

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
    PAUL FREDERICK ORMEROD  
    PAULA PATRICIA ALLARD both of 14 COOMBE ROAD ALLENBY GARDENS SA 5009  
    AK933326G 27/02/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS534097A 16/09/2019  
    CREDIT UNION SA LTD

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 LP121012 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: 2 MEREBIN COURT MERBEIN VIC 3505

ADMINISTRATIVE NOTICES

NIL

eCT Control 21463M WALLMANS LAWYERS  
Effective from 16/09/2019

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 23/06/2021, for Order Number 68808833. Your reference: Allard.**



PLAN OF SUBDIVISION OF PARTS OF CROWN ALLOTMENTS 1,3,4,5,6,7 & 8 SECTION 12 TOWNSHIP OF MERBEIN PARISH OF MERBEIN COUNTY OF KARKAROOC

APPROPRIATIONS The land coloured blue and purple is appropriated or set apart as an easement for sewerage and drainage. The land coloured brown is appropriated or set apart as an easement for carriage and drainage. The land coloured green is appropriated or set apart as an easement for drainage.

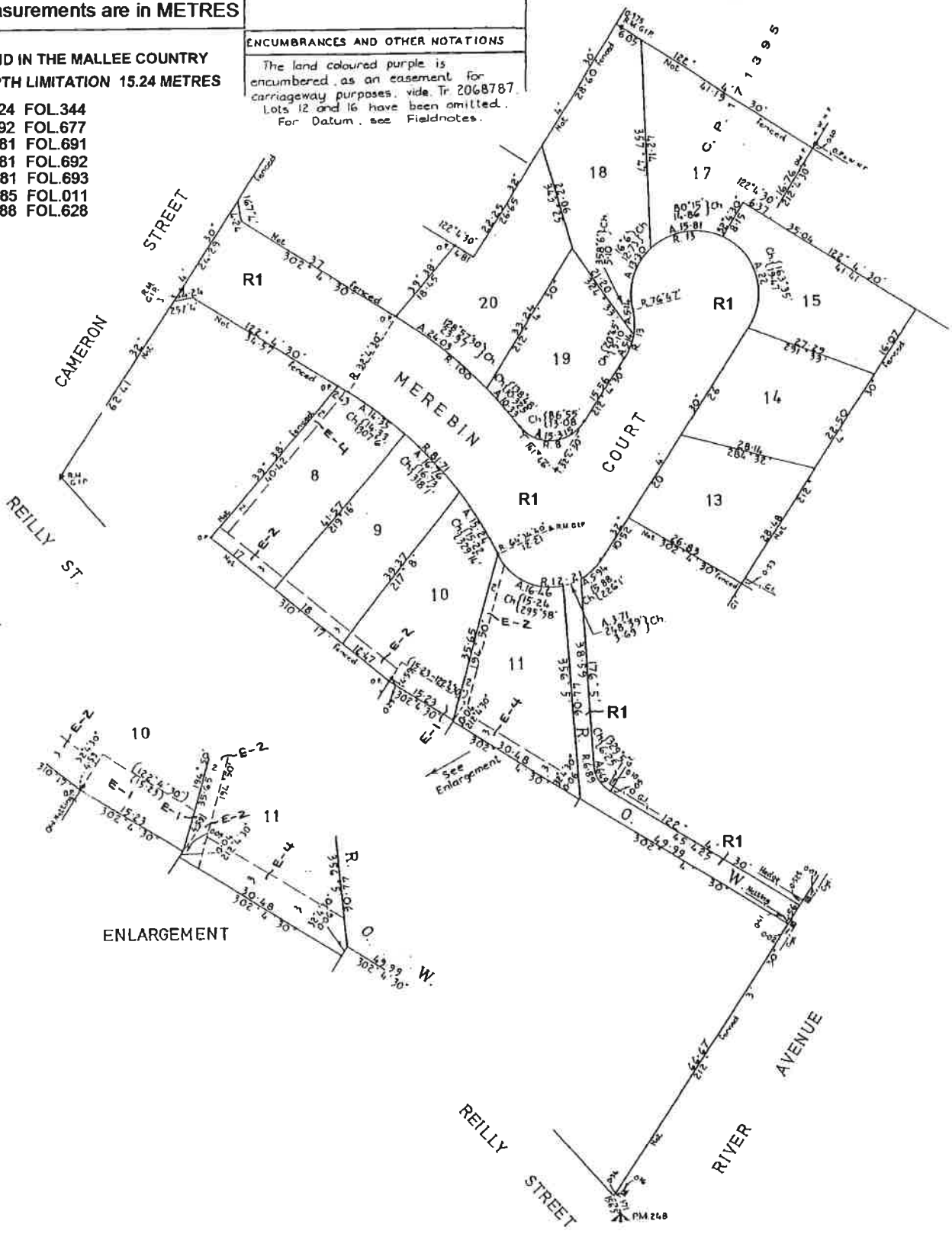
Measurements are in METRES LAND IN THE MALLEE COUNTRY DEPTH LIMITATION 15.24 METRES

ENCUMBRANCES AND OTHER NOTATIONS The land coloured purple is encumbered, as an easement for carriage purposes, vide Tr 2068787. Lots 12 and 16 have been omitted. For Datum, see Fieldnotes.

LP121012 EDITION 1 APPROVED 18/3/17

COLOUR CONVERSION E-1 = PURPLE E-2 = BLUE R1 = BROWN E-4 = GREEN

- 'OL.9024 FOL.344 'OL.9092 FOL.677 'OL.9181 FOL.691 'OL.9181 FOL.692 'OL.9181 FOL.693 'OL.9185 FOL.011 'OL.9188 FOL.628



ENLARGEMENT

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 23 June 2021 11:17 AM

## PROPERTY DETAILS

Address: **2 MEREBIN COURT MERBEIN 3505**  
 Lot and Plan Number: **Lot 9 LP121012**  
 Standard Parcel Identifier (SPI): **9\LP121012**  
 Local Government Area (Council): **MILDURA**  
 Council Property Number: **21468**  
 Planning Scheme: **Mildura**  
 Directory Reference: **VicRoads 537 Q10**

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

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

## UTILITIES

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

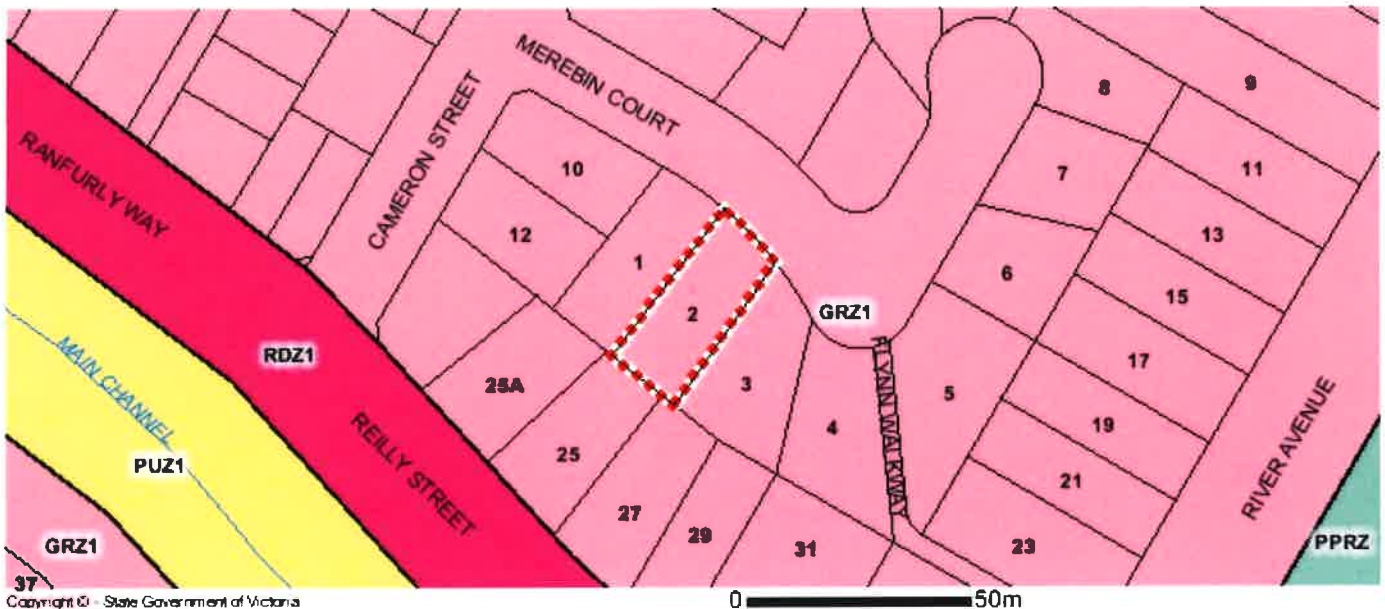
## STATE ELECTORATES

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

## Planning Zones

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

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



Copyright © - State Government of Victoria

GRZ - General Residential
  PPRZ - Public Park & Recreation
  PUZ1 - Public Use - Service & Utility

RDZ1 - Road - Category 1

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

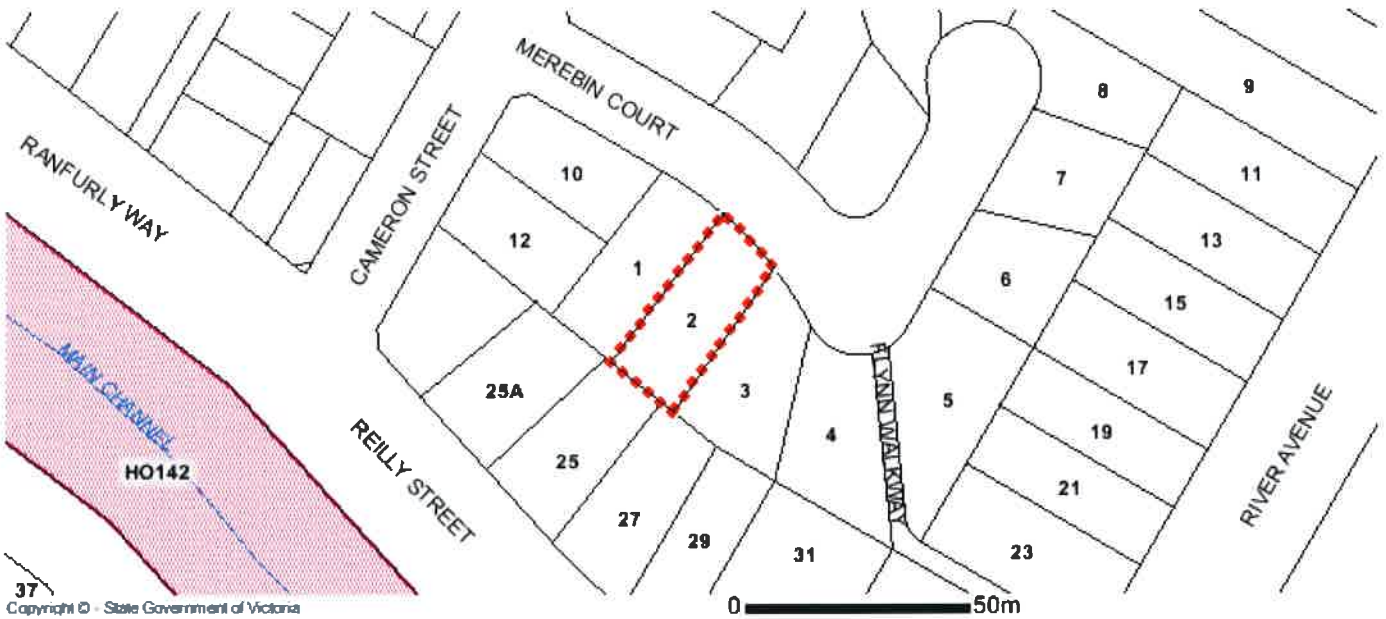
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).


# PLANNING PROPERTY REPORT

## Planning Overlay

None affecting this land - there are overlays in the vicinity

[HERITAGE OVERLAY \(HO\)](#)



 HO - Heritage

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

## Further Planning Information

Planning scheme data last updated on 17 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>

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.

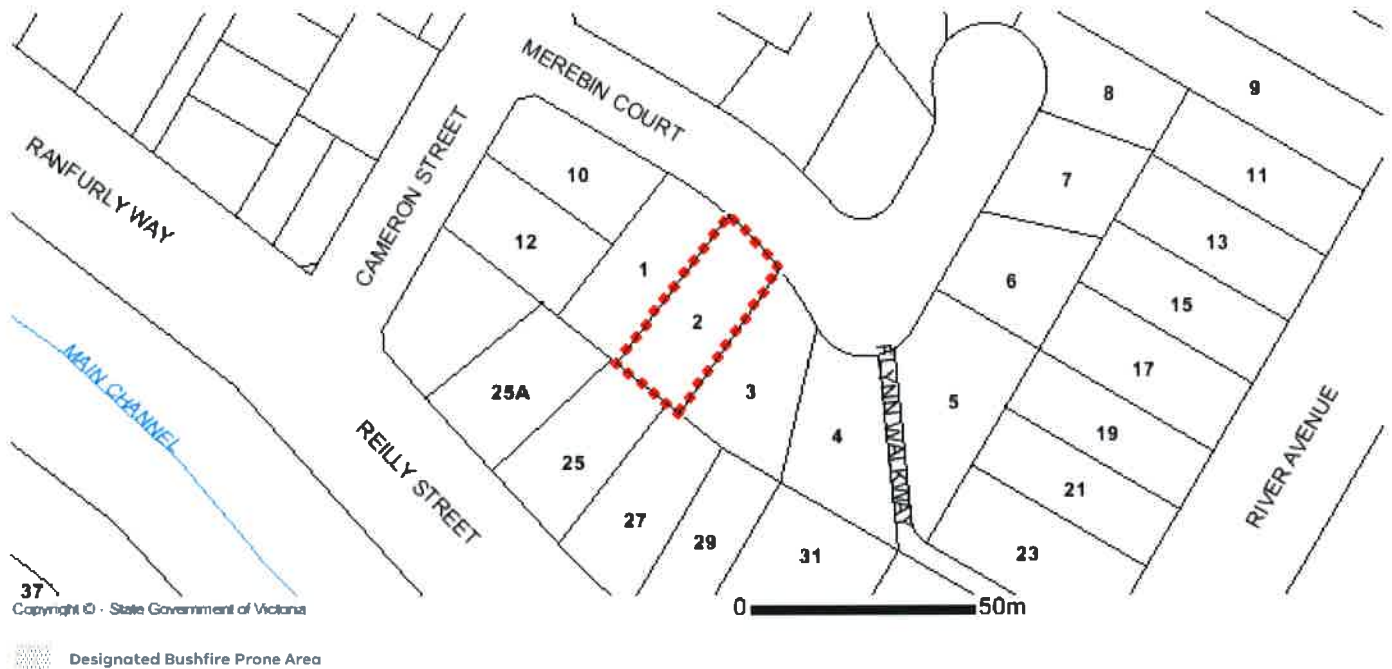
Read the full disclaimer at [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-disclaimer)

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

## 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>

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).

*entered 21/5/20*

SCHEDULE Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008



Collie & Tierney

This is a lease renewal of the premises with the new lease period agreement made on the 06 day of July 2018 At 67 Lime Avenue, Mildura Vic 3500

**LANDLORD:** Name: P. Allard & P. Ormerod  
(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: Mahaela Jackson  
(A.B.N. if tenant is a company):  
Address: 2 Merebin Court, Merbein VIC 3505

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

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

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

**PREMISES:** **2 Merebin Court, Merbein VIC 3505**  
(\*Together with those items indicated in the condition report)

**RENT:** The rental amount is **\$260.00 Per week.**  
The date the first payment is due is **Friday, 6 July 2018**

**BOND:** A bond has been paid of **\$1127.00** to the landlord/agent on **6 July 2018**  
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: 12 Months**  
**Original Lease Start Date: Friday, 6 July 2018**  
**Renewal Start Date: Monday, 6 July 2020**  
**Termination Date: Monday, 5 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  
*Mahaela Jackson*

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: \_\_\_\_\_ (Witness)



# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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