

SECTION 32 STATEMENT

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

Vendor: Carol Alison Bennett

Property: 18 Eastside Drive 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: jenni@mildurapropertytransfers.com.au

Ref: Jenni Foster

SECTION 32 STATEMENT
18 EASTSIDE DRIVE MILDURA VIC 3500

1. FINANCIAL MATTERS

(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Lower Murray Water	\$ 174.22	Per quarter
Mildura Rural City Council	\$2,398.87	Per annum

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

No such Insurance has been effected to the Vendors knowledge.

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.

SECTION 32 STATEMENT
18 EASTSIDE DRIVE MILDURA VIC 3500

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:

Responsible Authority: Mildura Rural City Council 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
18 EASTSIDE DRIVE 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
18 EASTSIDE DRIVE 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

22 August 2021 /20 21

Name of the Vendor

Carol Alison Bennett

Signature/s of the Vendor

DocuSigned by:
x Carol Bennett
88ED3ABA8FE54DD...

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 11373 Folio 836

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement 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, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11373 FOLIO 836

Security no : 124091853381W
Produced 16/08/2021 01:05 PM

LAND DESCRIPTION

Lot 66 on Plan of Subdivision 642720H.

PARENT TITLES :

Volume 11110 Folio 139 Volume 11304 Folio 766

Created by instrument PS642720H 30/08/2012

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

CAROL ALISON BENNETT of 38 GOULD ROAD STIRLING SA 5152

AK675346L 24/10/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK675347J 24/10/2013

SUNCORP-METWAY LTD

COVENANT AK675346L 24/10/2013

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.

DIAGRAM LOCATION

SEE PS642720H 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: 18 EASTSIDE DRIVE MILDURA VIC 3500

ADMINISTRATIVE NOTICES


NIL

eCT Control 16548H SUNCORP
Effective from 23/02/2018

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 16/08/2021, for Order Number 69797637. Your reference: WW:289-21.

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	PS642720H)H
		EDITION 1	23/08/2012 \$13,345.70 PS 	

Location of Land
 Parish: MILDURA
 Township: _____
 Section: _____
 Crown Allotment: 2235
 Crown Portion: 2 (PART)

Title References: Vol IIIIO Fol 139 &
 Vol II904 Fol 766

Last Plan Reference: PS 605766R (LOT B)

Postal Address: 15-29 CURETON AVENUE EAST &
 ELLSWOOD CRESCENT,
 MILDURA, 3500.

MGA94 Co-ordinates: E 609100
 (Of approx. centre of plan) N 6215400 Zone 54

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROAD RI RESERVE No.1	MILDURA RURAL CITY COUNCIL MILDURA RURAL CITY COUNCIL

Council Certification and Endorsement

Council Name: MILDURA RURAL CITY COUNCIL Ref: 001.2003.00000612.002

~~1. This plan is certified under section 6 of the Subdivision Act 1988.~~

2. This plan is certified under section 11(7) of the Subdivision Act 1988.
 Date of original certification under section 6 1 / 11 / 2011

~~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 Subdivision Act 1988 ~~has~~ / has not been made.


(II) ~~The requirement has been satisfied.~~

(III) ~~The requirement is to be satisfied in Stage~~

~~Council Delegate~~
~~Council seal~~

~~Date~~ / /

Re-certified under section 11(7) of the Subdivision Act 1988

~~Council Delegate~~
~~Council seal~~ 

Date 1 / 13 / 2012

Notations

Depth Limitation: 15 Metres below the surface applies to C.A. 2235	Staging This is is not a staged subdivision Planning Permit No. P03/612
---	--

OTHER NOTATIONS:

THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 292052 AFFECT PART OF THE LAND ON THIS PLAN.

THE RESERVATIONS, EXCEPTIONS, CONDITIONS AND POWERS NOTED ON SHEET 2 OF TITLE PLAN 914839D AFFECT PART OF THE LAND ON THIS PLAN.

Survey:- This plan is / ~~is not~~ based on survey.

To be completed where applicable.

This survey has been connected to permanent marks no(s). 859, 1066, 1067, 1099 & 1121.
 In Proclaimed Survey Area no. _____

Easement Information				
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2	THIS PLAN	LOWER MURRAY URBAN & RURAL WATER CORPORATION
E-2	DRAINAGE	2	THIS PLAN	MILDURA RURAL CITY COUNCIL
E-3	SEWERAGE DRAINAGE	3	THIS PLAN THIS PLAN	LOWER MURRAY URBAN & RURAL WATER CORPORATION MILDURA RURAL CITY COUNCIL
E-4	SEWERAGE DRAINAGE	2	THIS PLAN THIS PLAN	LOWER MURRAY URBAN & RURAL WATER CORPORATION MILDURA RURAL CITY COUNCIL
E-5	POWERLINE	5	THIS PLAN & SEC. 88 OF ELECTRICITY INDUSTRY ACT 2000.	POWERCOR AUSTRALIA LIMITED

LR use only _____

Statement of Compliance / Exemption Statement

Received

Date 23/8/12

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

REF 8293 VERSION 4 DATE 19/10/2010 SIGNATURE 

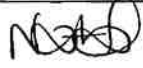
LR use only _____

PLAN REGISTERED
 TIME 11:54 AM
 DATE 30/8/12

LW
 Assistant Registrar of Titles

Sheet 1 of 5 Sheets

FREEMAN & FREEMAN
 LAND SURVEYORS
 PO BOX 2135 MILDURA VIC 3502
 TELEPHONE: (03) 50236239



DATE 1 / 13 / 2012
 COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 642720H

MGA94 NORTH
ZONE 54



SEE SHEET 3 FOR DETAILS OF LOTS 1 TO 4, LOTS 66 TO 80 & RESERVE No.1.

SEE SHEET 4 FOR DETAILS OF LOTS 5 TO 31 & LOTS 58 TO 65.

SEE SHEET 5 FOR DETAILS OF LOTS 32 TO 57.

FREEMAN & FREEMAN

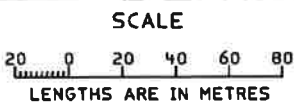
LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

SHEET 2 OF 5 SHEETS

ORIGINAL
SHEET SCALE
SIZE A3 1:2000



LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE
REF 8293

DATE 19/10/2010
VERSION 4

DATE 1 / 3 / 2012
COUNCIL DELEGATE SIGNATURE

Stage No. Plan Number
PS 642720H

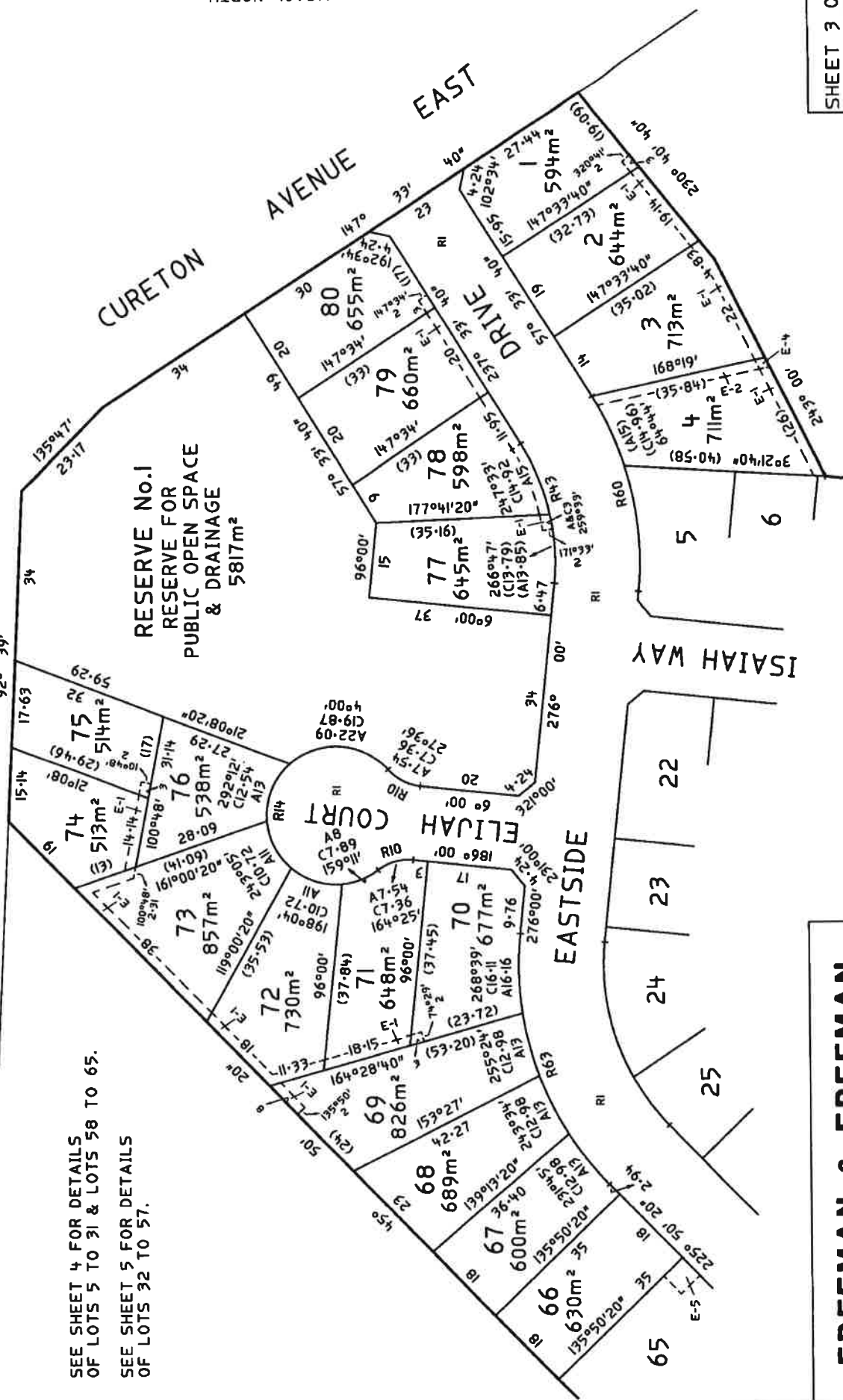
PLAN OF SUBDIVISION

BENETOOK AVENUE

CURETON AVENUE EAST

SEE SHEET 4 FOR DETAILS OF LOTS 5 TO 31 & LOTS 58 TO 65.
 SEE SHEET 5 FOR DETAILS OF LOTS 32 TO 57.

**RESERVE No.1
 RESERVE FOR
 PUBLIC OPEN SPACE
 & DRAINAGE
 5817m²**



FREEMAN & FREEMAN
 LAND SURVEYORS
 PO BOX 2135 MILDURA VIC 3502
 TELEPHONE: (03) 50236239

ORIGINAL SCALE A3 1:800
 SHEET SIZE A3
 LENGTHS ARE IN METRES

SCALE 0 8 16 24 32

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN
 SIGNATURE: *[Signature]*
 DATE 19/10/2010
 REF 8293

VERSION 4

SHEET 3 OF 5 SHEETS

DATE 1 / 3 / 2012
 COUNCIL DELEGATE SIGNATURE: *[Signature]*

PLAN OF SUBDIVISION

Stage No. _____ Plan Number

PS 642720H

RESERVE No.1 77

RESERVE No.1 70

RESERVE No.1 68

RESERVE No.1 67

RESERVE No.1 66

RESERVE No.1 65

RESERVE No.1 64

RESERVE No.1 63

RESERVE No.1 62

RESERVE No.1 61

RESERVE No.1 60

RESERVE No.1 59

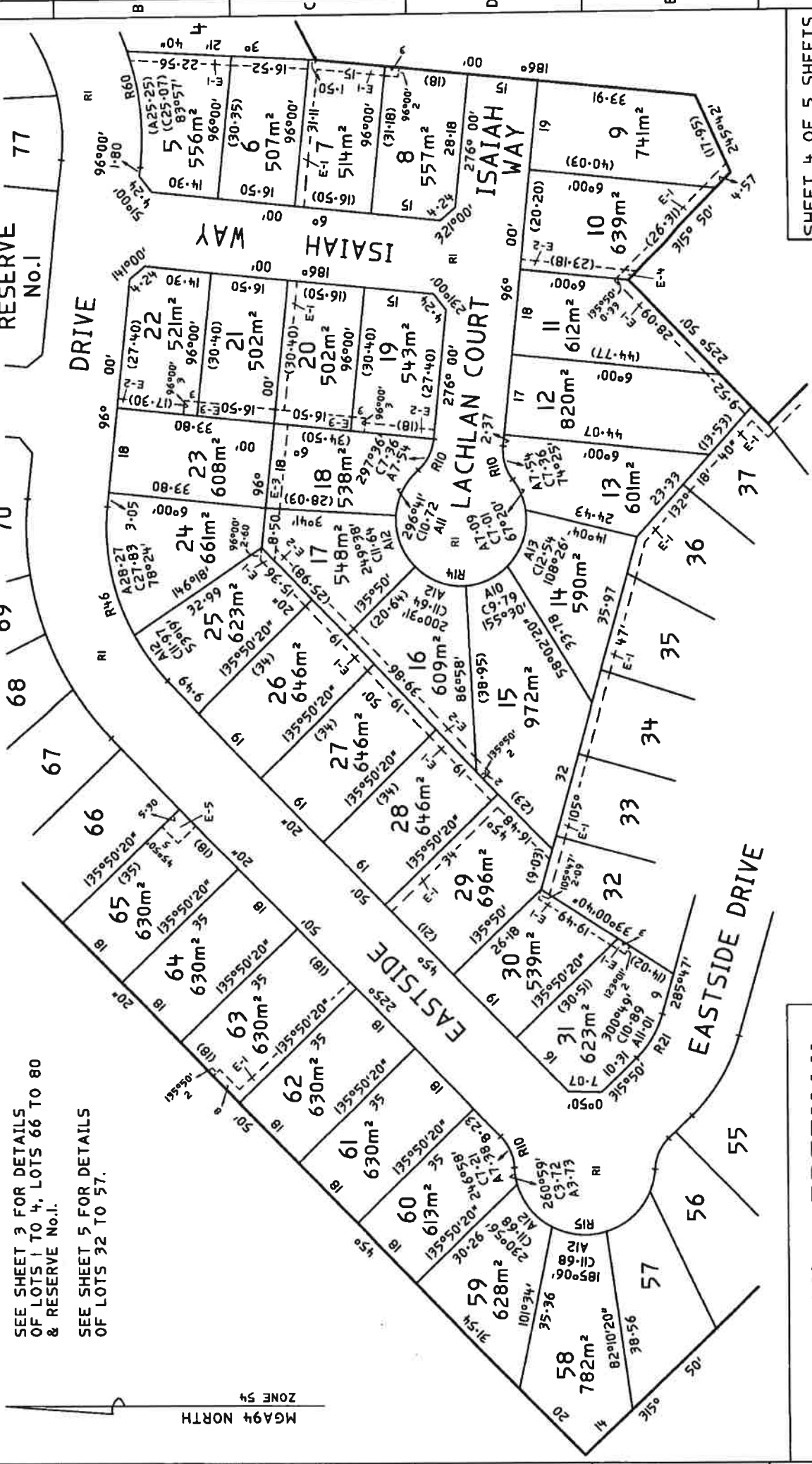
RESERVE No.1 58

RESERVE No.1 57

RESERVE No.1 56

SEE SHEET 3 FOR DETAILS OF LOTS 1 TO 4, LOTS 66 TO 80 & RESERVE No.1.

SEE SHEET 5 FOR DETAILS OF LOTS 32 TO 57.



MG94 NORTH
ZONE 54

SHEET 4 OF 5 SHEETS

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN
 SIGNATURE:
 REF 8293

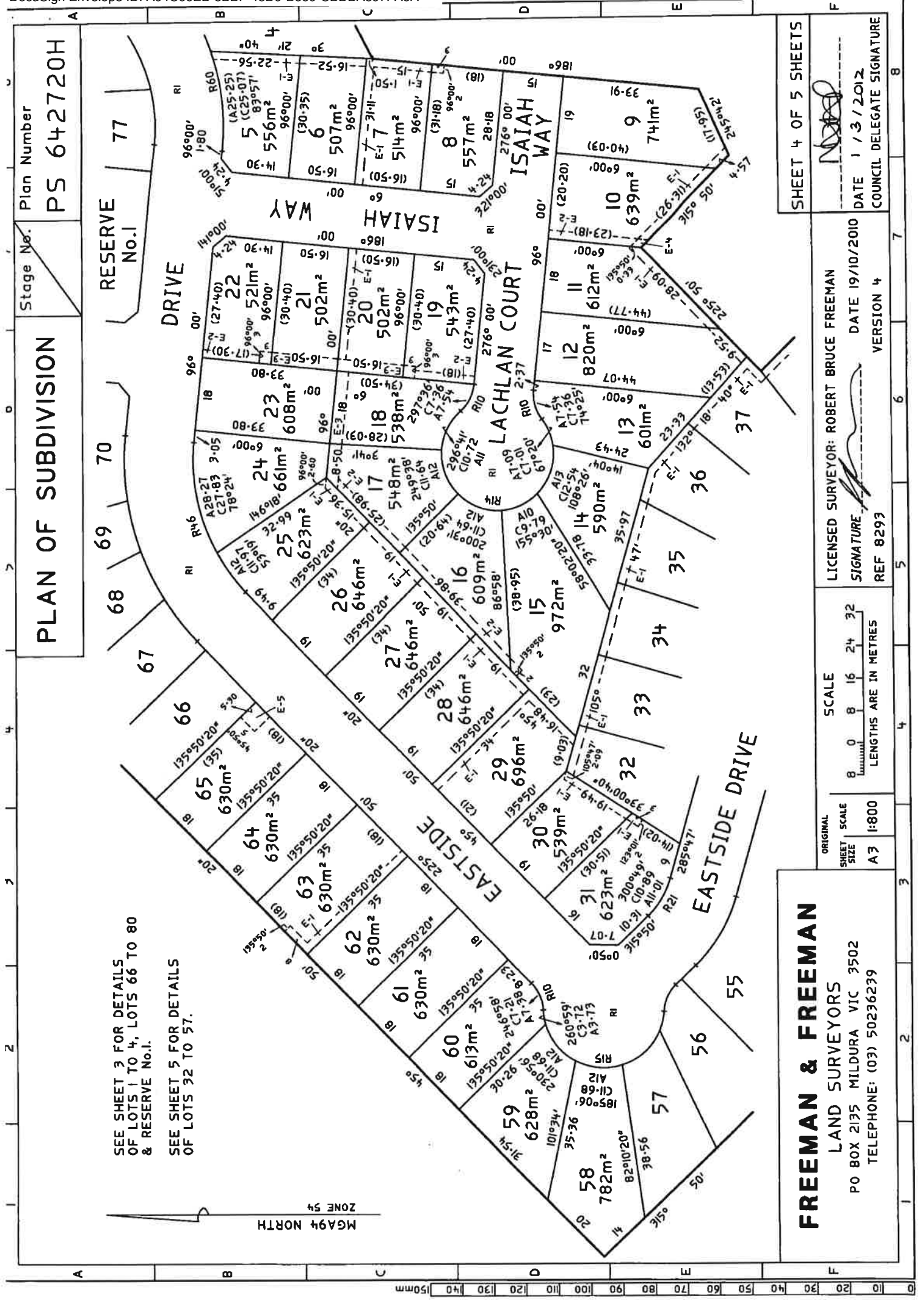
DATE 19/10/2010
 VERSION 4

FREEMAN & FREEMAN
 LAND SURVEYORS
 PO BOX 2135 MILDURA VIC 3502
 TELEPHONE: (03) 50236239

SCALE
 0 8 16 24 32
 LENGTHS ARE IN METRES

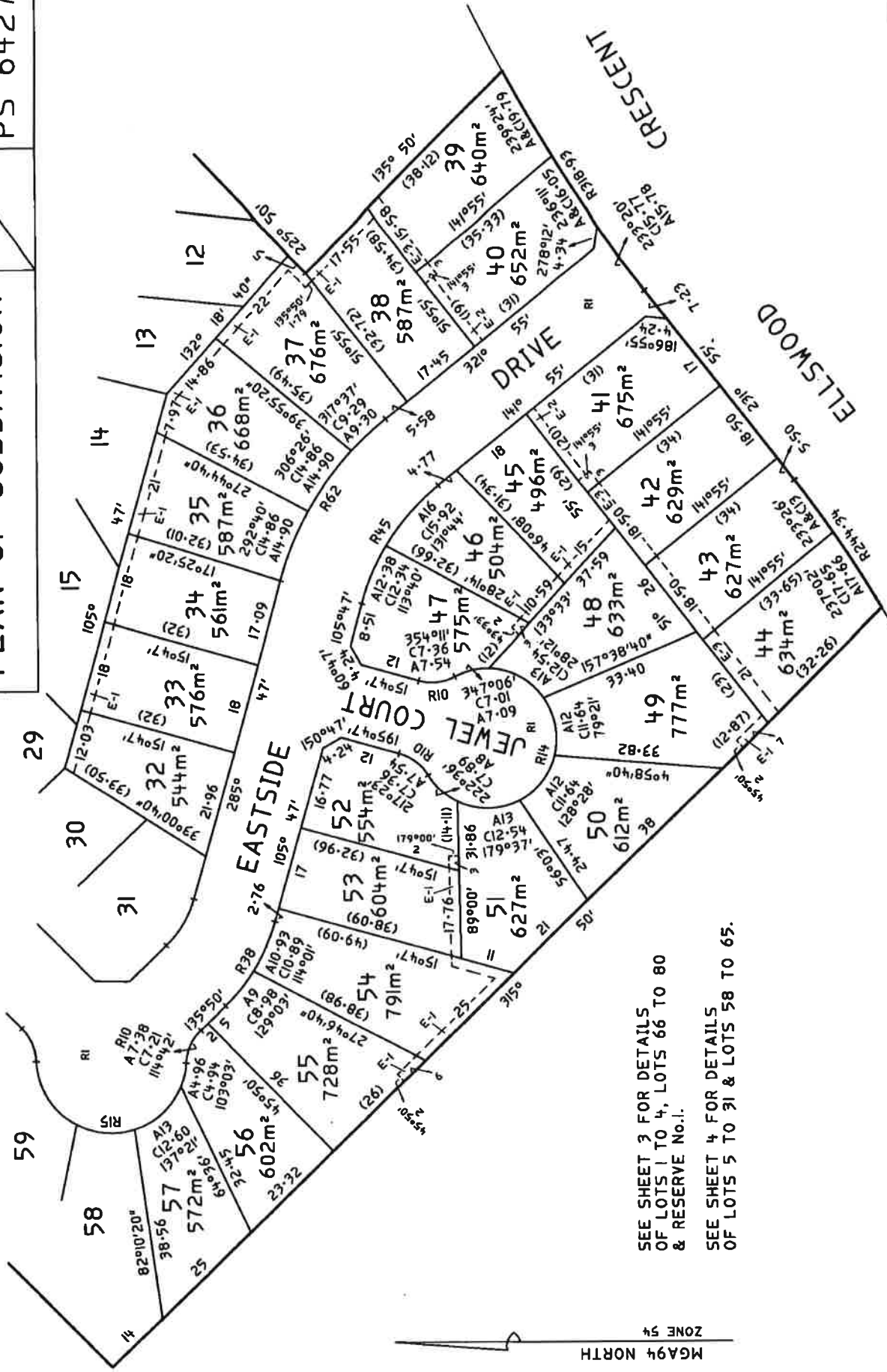
ORIGINAL SHEET SIZE A3 1:800

DATE 1/3/2012
 COUNCIL DELEGATE SIGNATURE:



Stage No. Plan Number
PS 642720H

PLAN OF SUBDIVISION



SEE SHEET 3 FOR DETAILS OF LOTS 1 TO 4, LOTS 66 TO 80 & RESERVE No.1.
SEE SHEET 4 FOR DETAILS OF LOTS 5 TO 31 & LOTS 58 TO 65.

MG94 NORTH
ZONE 54

SHEET 5 OF 5 SHEETS
DATE 1/3/2012
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN
SIGNATURE
DATE 19/10/2010
VERSION 4
REF 8293

SCALE
LENGTHS ARE IN METRES
ORIGINAL SHEET SCALE SIZE A3 1:800

FREEMAN & FREEMAN
LAND SURVEYORS
PO BOX 2135 MILDURA VIC 3502
TELEPHONE: (03) 50236239

AK675346L

Privacy Collection Statement

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

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: HDME Lawyers *FMS*
Phone: (03) 9692 6555
Address: Level 1 600 St Kilda Road
MELBOURNE VIC 3004
Ref: MAG 1345089
Customer: 12495Y
Code: 15450G

MADE AVAILABLE/CHANGE CONTROL
Office Use Only

The transferor at the direction of the directing party (if any) transfers the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: *(volume and folio reference)*
Certificate of Title Volume 11373 Folio 836

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

Consideration:

Transferor: *(full name)*
ROBERT LESLIE FAULKHEAD and MARGARET ANNE FAULKHEAD

Transferee: *(full name and address including postcode)*
CAROL ALISON BENNETT of 38 Gould Road, Stirling SA 5152

Directing Party: *(full name)*

Creation and/or Reservation and/or Covenant:

And the said CAROL ALISON BENNETT for herself and her transferees the registered proprietors for the time being of the land transferred and every part thereof DO HEREBY as a separate covenant with the said ROBERT LESLIE FAULKHEAD and MARGARET ANNE FAULKHEAD and the other registered proprietor or proprietors for the time being of the land comprised in plan of subdivision No 642720H and every part thereof (other than the land hereby transferred) as follows:

- a) They will not erect or cause or suffer to be erected or allow to remain upon the said land more than one main residential building and that such building and lot or any part thereof shall not be further subdivided under the provisions of the Subdivision Act 1988 or any amendments, modification or re-enactment of or substitution of that Act.
- b) The will not erect or cause or suffer to be erected or allow to remain upon the said land any dwelling house (except for the usual outbuildings) with more than fifty per centum of the external walls of any material other than brick (which definition shall not be extended to mean mud-brick), brick veneer

Approval No. 16161212A

ORDER TO REGISTER
Please register and issue title to

STAMP DUTY USE ONLY

T2



Signed

Cust. Code

3130890

L&CUS

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

AK675346L

Privacy Collection Statement
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

ANNEXURE PAGE

Transfer of Land Act 1958

This is page 3 of *Approved Form T2* dated 18/10/13 between ROBERT LESLIE FAULKHEAD and MARGARET ANNE FAULKHEAD to CAROL ALISON BENNETT

Signature of parties


Panel Heading

Dated: 18/10/13

Execution and attestation

Signed by the Transferors ROBERT LESLIE FAULKHEAD and MARGARET ANNE FAULKHEAD in the presence of

Witness 


.....
ROBERT LESLIE FAULKHEAD


.....
MARGARET ANNE FAULKHEAD

Signed by the Transferee CAROL ALISON BENNETT in the presence of:

Witness 


.....
CAROL ALISON BENNETT

Approval No 16161212A

A1



LOCUS

1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of the instrument are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

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

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 16 August 2021 12:46 PM

PROPERTY DETAILS

Address: **18 EASTSIDE DRIVE MILDURA 3500**
 Lot and Plan Number: **Lot 66 PS642720**
 Standard Parcel Identifier (SPI): **66\PS642720**
 Local Government Area (Council): **MILDURA**
 Council Property Number: **411631**
 Planning Scheme: **Mildura**
 Directory Reference: **VicRoads 535 T7**

www.mildura.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/mildura

UTILITIES

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

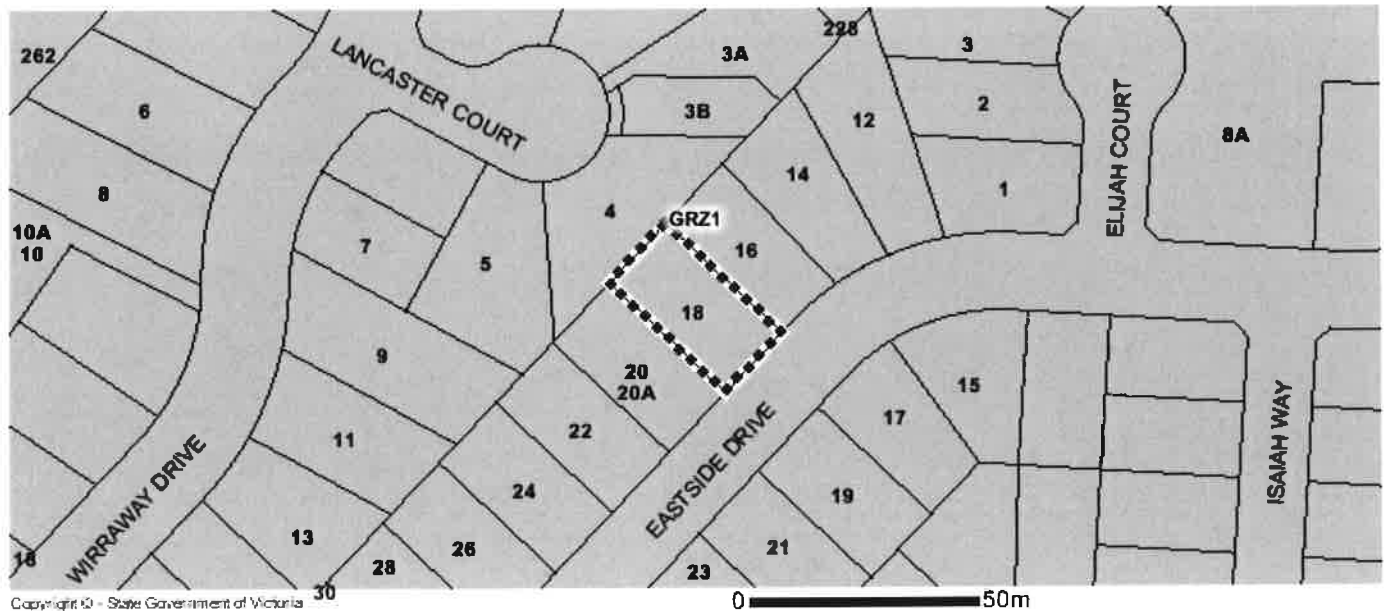
STATE ELECTORATES

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

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



Copyright © - State Government of Victoria

GRZ - General Residential

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

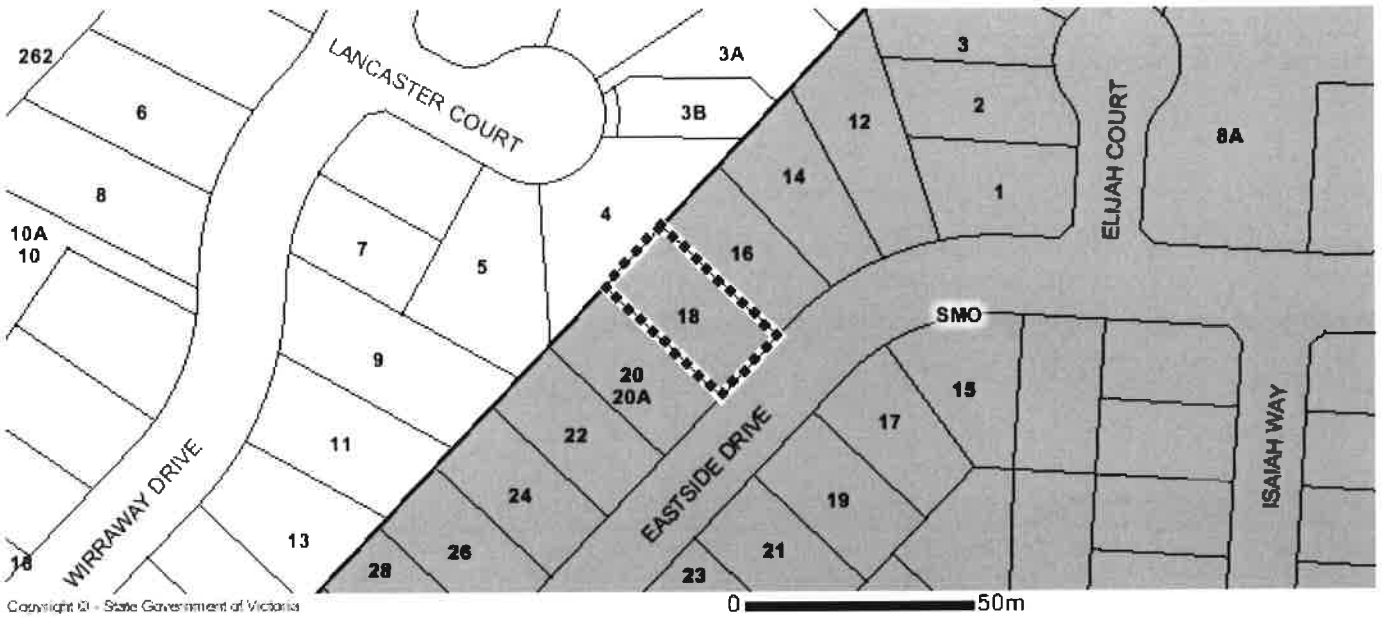
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

SALINITY MANAGEMENT OVERLAY (SMO)

SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)

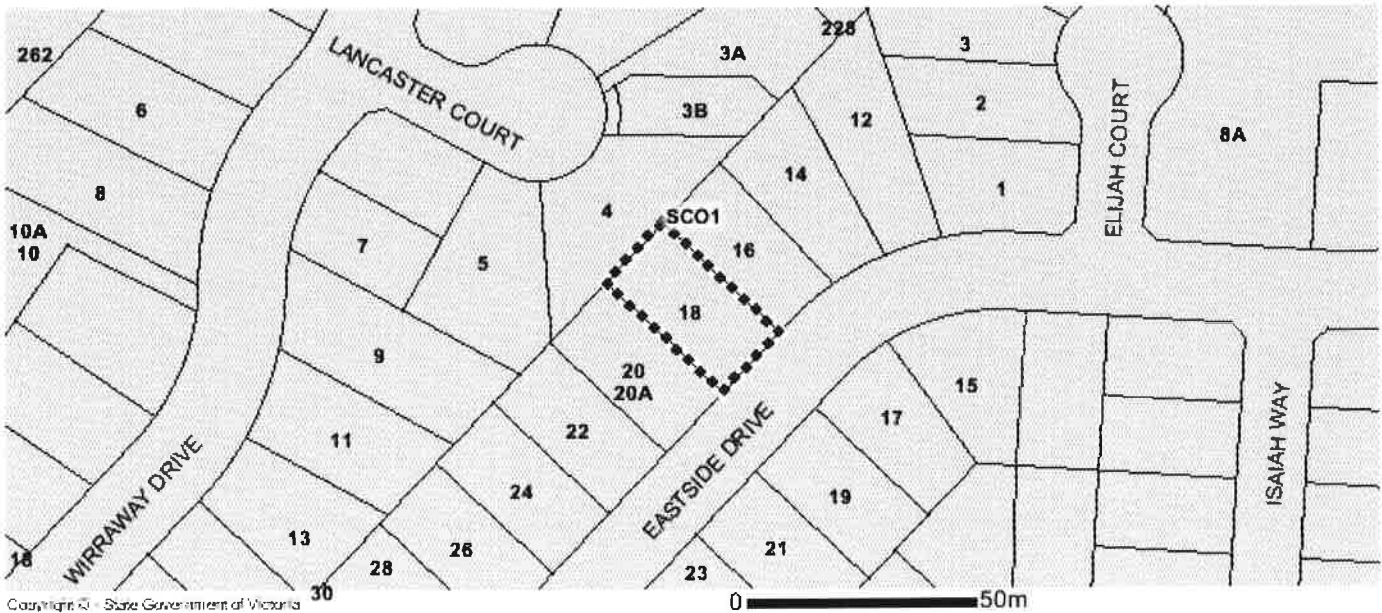


 SMO - Salinity Management

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

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.

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

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

Further Planning Information

Planning scheme data last updated on 11 August 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.

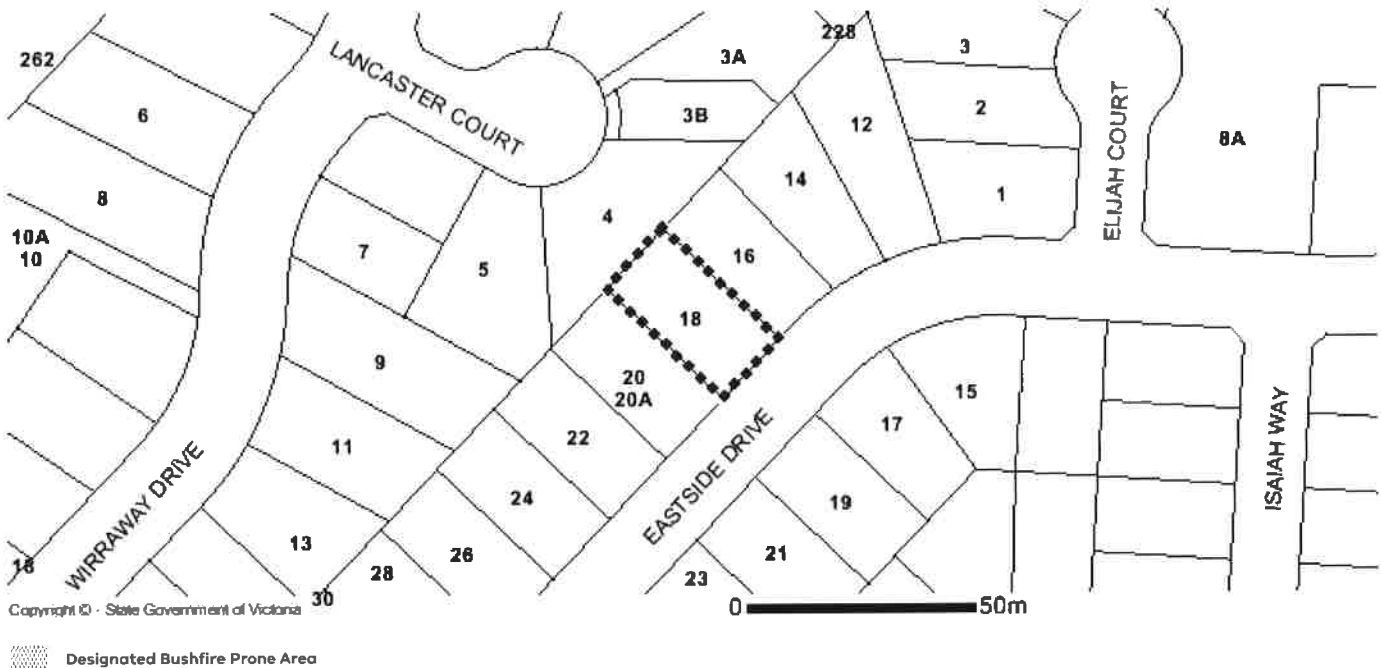
To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

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

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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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



Mildura Rural City Council

Internal Use Only



TAX INVOICE

ABN 42 120 717 017

Ms C A Bennett
38 Gould Road
STIRLING SA 5152



047

Total Rates & Charges For this Year**\$2,398.87**

Refer below for payment options

Rate and Valuation Notice

1 July 2021 to 30 June 2022

Property Location & Description

18 Eastside Dr MILDURA VIC 3500
Lot 66 PS 642720H

AVPCC: 110 - Detached Home

RATING DETAILS

Residential Rate
Waste Management

0.0059305	307000	\$1,820.66
446.1	1	\$446.10

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

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

114.00	1	\$114.00
0.000059	307000	\$18.11

Assessment No: 411631

Issue Date 6 August 2021

Rate declaration date: 1 July 2021

Capital Improved Value:

Site Value:

Net Annual Value:

Valuation Date: 1 January 2021

TOTAL AMOUNT**\$2,398.87**

Payment In full

Due 15 Feb 2022
\$2,398.87

Or

1st Instalment

Due 30 Sep 2021
\$599.71

2nd Instalment

Due 30 Nov 2021
\$599.72

3rd Instalment

Due 28 Feb 2022
\$599.72

4th Instalment

Due 31 May 2022
\$599.72

Note: If full payment of the 1st Instalment isn't received by the due date, this account will automatically default to the Payment in Full option and you will not receive reminder instalment notices.
Please refer to the reverse side of this notice for information relating to penalties for late payment.

Payment Slip

Ms C A Bennett
18 Eastside Dr MILDURA VIC 3500
Assessment No: 411631

Payment In Full: \$2,398.87**Or 1st Instalment: \$599.71**

Biller code: 93922
Ref: 4116315

BPAY this payment via Internet or phone banking.
BPAY View®: View and pay this bill using internet banking.
BPAY View Registration No.: 4116315

POST billpay



Full Payment *41 4116315



Post Billpay **Biller code: 0041**
Ref: 4116315

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

Centrepay Ref:
555 054 730B

Internal Use Only





Mildura Rural City Council

Madden Avenue Service Centre

108 Madden Avenue, Mildura
Phone: (03) 5018 8100
Fax: (03) 5021 1899

Deakin Avenue Service Centre

76 Deakin Avenue, Mildura
Phone: (03) 5018 8100
Fax: (03) 5021 1899

Ouyen Service Centre

79 Oke Street, Ouyen
Phone: (03) 5018 8600
Fax: (03) 5092 1017

PO Box 105, Mildura Vic 3502
DX 50014, Mildura
mrcc@mildura.vic.gov.au
www.mildura.vic.gov.au

ARREARS

Payment of arrears must be made immediately unless an agreed payment arrangement is in place. As penalty interest accrues daily, please contact Council for an updated arrears amount when making payment.

PAYING YOUR RATES

There are two ways you can pay.

1. One full payment

Pay the full amount of current rates and charges in one annual payment by 15 February 2022, or

2. Four quarterly instalments

Pay your rates in four separate instalments. The full amount of the first instalment must be paid by 30 September 2021. Any arrears must also be paid by this date. Any payments received after this date will be treated as part payment of the 'one full payment' option.

INTEREST AND PENALTIES

Under Section 172 of the Local Government Act 1989, late payments will be subject to penalty interest calculated from the date when each quarterly instalment was due, irrespective of whether or not a ratepayer has chosen to pay by the instalment or lump sum option. Late payments will be subject to an interest rate of 10% pa (set under the Penalty Interest Rates Act 1983) on all overdue rates and charges until paid in full. In the absence of full payment or an agreed payment arrangement, Council may utilise legal action to recover outstanding rates and charges. All associated legal costs will be borne by the ratepayer.

FINANCIAL DIFFICULTY

Anyone experiencing financial difficulties or having trouble making rates payments should contact Council as soon as possible to discuss their circumstances and make alternative arrangements.

ALLOCATION OF PAYMENTS

Payments received will be allocated as follows:

1. Legal Costs Owning (if any)
2. Interest Owning (if any)
3. Arrears Owning (if any)
4. Current Rates or Charges Owning

AVPCC

An Australian Valuation Property Classification Code is applied to each property to determine land use classification for Fire Services Property Levy purposes.

NOTICE OF VALUATION

The property described in this notice has been valued as at 1 January 2021, having regard to its present condition. Where a notice of valuation has been given by Council for the first time, a person may lodge an objection to the valuation and/or AVPCC with Council within two months of the date of issue. Any such objection must be lodged in accordance with Sec 16 of the Valuation of Land Act 1960.

A person considering objecting is advised to first discuss the matter with Council. The valuations shown may be used by other rating authorities for the purposes of a rate or tax. Regardless of any objection to the valuation, rates must be paid (as assessed) by the due date.

RATE NOTICE APPEAL

Under Section 183 of the Local Government Act 1989, if you are a person aggrieved by a decision to classify or not classify the property described in this notice as a particular type or class for differential rating purposes, you may apply to the Victorian Civil and Administrative Tribunal within 60 days of the date of issue for a review of the decision.

Under Section 184 of the Local Government Act 1989, if you are a person aggrieved by a rate or charge imposed by Council, or by anything included or excluded from such a rate or charge, you may lodge an appeal with the County Court within 60 days of the date of issue. There are limited grounds of appeal.

Under Section 185 of the Local Government Act 1989, if you are a person aggrieved by a decision to impose a special rate or special charge imposed by Council, you may apply to the Victorian Civil and Administrative Tribunal within 30 days of the date of issue for a review of the decision. There are limited grounds of appeal.

Prior to lodging any appeal with VCAT or the County Court, ratepayers are encouraged to first discuss the matter with Council.

CHANGE OF ADDRESS

It is the responsibility of the ratepayer to ensure Council has a current residential and postal address for the delivery of rate notices. If you change your residential or postal address you must notify Council.

RATE CAPPING

Council has complied with the Victorian Government's rates cap of 1.5 per cent. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons- (i) the valuation of your property relative to the valuation of other properties in the municipal district; (ii) the application of any differential rate by Council; (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

FIRE SERVICES PROPERTY LEVY ACT 2012

Council is obliged under the Fire Services Property Levy Act 2012 to apply and collect this levy on behalf of the Victorian State Government. If you are subject to this levy, and your land is rateable, you may apply for a waiver, deferral or concession in respect of the levy amount in accordance with Sec 27. If you are subject to this levy and your land is classified residential for land use classification purposes but is not rateable land, you may apply for a waiver, deferral or concession in respect of the levy amount in accordance with Sec 28.

PENSIONER CONCESSION

Eligible pensioners can claim a concession on their Council rates and Fire Services Property Levy. If you have previously made an application and a concession isn't shown on your rate notice, please contact Council.

PRIVACY INFORMATION

Information on this notice is used for Council's municipal and statutory obligations only. Council may pass on this information to authorities and agencies where these bodies require the information to perform their legislative functions.

How to pay

IN PERSON

Visit any of Council's Service Centres to pay by cash, cheque or EFTPOS (credit and debit cards accepted).

Office Hours
8am - 5pm
Monday to Friday

MAIL

Cheque payable to 'Mildura Rural City Council'.
PO Box 105
Mildura VIC 3502

DIRECT DEBIT

Contact Council to arrange direct debit payments.

BPAY®



Contact your bank or financial institution to access BPAY from your account.
Quote the Biller Code 93922 and Reference No. as on the front of this notice.

eNOTICES



To have your noticed emailed
Register at
mildura.enotices.com.au
Reference No:
4E5D64B79Z

AUSTRALIA POST

Pay in-store at Australia Post to pay by cash, cheque, EFTPOS, debit card, MasterCard or Visa. Or by phone, 131 816 or online at auspost.com.au/postbillpay

CENTREPAY

Call Centrelink to arrange regular deductions from your Centrelink payments. Quote Centrepay Reference No: 555 054 730B and your Assessment Number.

MILDURA
741 - 759 Fourteenth Street Mildura 3500
PO Box 1438 Mildura 3502
AUSDOC DX 50023
Tel: (03) 5061 3400 Fax: (03) 5051 3480

SWAN HILL
73 Bevendge Street Swan Hill 3585
PO Box 1447 Swan Hill 3585
AUSDOC DX 30164
Tel: (03) 5036 2150 Fax: (03) 5036 2180



KERANG
56 Wellington Street Kerang 3579
PO Box 547 Kerang 3579
AUSDOC DX 57908
Tel: (03) 6450 3960 Fax: (03) 5450 3967



24 Hour Supply Emergency
1800 808 830

MS CA BENNETT
38 GOULD ROAD
STERLING SA 5152

Reference No. 063224
URBAN ACCOUNT

Amount Due \$174.22

Due Date 13 Aug 2021

Date of Issue: 13/08/2021

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

POST *850 700632243

Property Address : 18 EASTSIDE DRIVE MILDURA VIC 3500 (Prop:63224) - Urban Account
Lot 66 PS 642720H Par Mildura Vol 11373 Fol 836

	Charge	Balance
Water Service Tariff	51.84	51.84
Sewerage Service Tariff	122.38	122.38
TOTAL OWING		\$174.22

Payments/Credits since last Notice **\$175.05**



LMW054G

15856002

Payment Slip - Methods of Payment

Online at lmw.vic.gov.au - Pay your Account

063224
18 EASTSIDE DRIVE MILDURA VIC 3500 (Prop:63224) - Urban Account



Direct Debit
Please contact your local office.



Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payment, simply call any Lower Murray Water Office.

*850 700632243 \$174.22



Billpay Code: 0850
Ref: 700632243

B PAY	Bill Code: 78477 Ref: 700632243
-----------------	--

Amount Due **\$174.22**

Pay in person at any Post Office.



Bill Code: 78477
Ref: 700632243

BPAY® - Make this payment via internet or phone banking.
BPAY View® - Receive, view and pay this bill using internet banking.
BPAY View Registration No: 700632243

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au



By Phone
Pay by phone *850 700632243
Standard call charges apply.

See reverse for In Person and By Mail options

These services are GST-free. The next Quarterly Notice will be mailed Oct 2021 - due mid Nov

RayWhite.

RESIDENTIAL TENANCY AGREEMENT

For property located at:

**18 EASTSIDE DRIVE
MILDURA VIC 3500**

Between

**LANDLORD: MR STEPHEN BENNETT & MRS CAROL
BENNETT**

and

TENANT: ANTHONY & KATIE-RENEE JUKES

Ray White Mildura
152A Ninth Street
Mildura, VIC, 3500
03 5021 9500
03 5021 5400 fax
mildura.vic@raywhite.com

Ray White Mildura

raywhitemildura.com.au

Schedule – Tenancy Agreement

Ray White Real Estate Mildura

Date of this agreement 10 May 2018

Landlord Name Mr Stephen Bennett & Mrs Carol Bennett
(ACN if landlord is a company) c/- Ray White Mildura
Address: 152a Ninth Street, MILDURA VIC 3500

Agent Wealth Services Pty Ltd T/as Ray White Mildura
ABN 31 645 788 394
Address 152a Ninth Street, MILDURA VIC 3500

TENANT DETAILS

Tenant Name Anthony & Katie-Renee Jukes
Approved occupants (not on lease) Pagie Jukes (8 y/o) & Imogen Jukes (3 y/o)

Postal Address: 18 Eastside Drive MILDURA VIC 3500
Phone: (07) 5448 5048
Phone: 0419 917 645
Phone: 0408176571
Email: anthonyjukes@hotmail.com

- 1. Premises **18 Eastside Drive
MILDURA VIC 3500**
- 2. Rental **\$340.00 per week**
- 3. Bond **\$1477.00** calendar month rental paid to RTBA
(If the tenant does not receive a bond receipt from the RTBA within 15 business days of paying a bond, contact the RTBA)
- 4. Lease Commencing On: **15/06/18**
Termination Date: **14/06/19**
Term: **12 Month Fixed Term**

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

Urgent Repairs: The Landlord authorises the Agent to undertake urgent repairs up to \$1,800.
Refer to Urgent Repairs page in this lease.

Please tick:

- Yes, I agree to the use of electronic communications to my mobile/email address as above. (It is the tenant's responsibility to notify the agent of any changes in their contact details.) Refer to Sections 4a & 4b.
- I confirm the information above is correct and acknowledge having received a copy of the Consumer Affairs Victoria "Renting a Home - A Guide for Tenants and Landlords" booklet in accordance with the Residential Tenancies Act 1997.

Signed by the Tenant/s Anthony Jukes Katie-Renee Jukes Date: 11/05/2018
(Anthony & Katie-Renee Jukes)

Signed on behalf of the Landlord  Date: 11/5/18

RAY WHITE REAL ESTATE – MILDURA

Wealth Services Pty Ltd (ABN: 31 645 788 394) trading as Ray White Mildura

RESIDENTIAL TENANCIES ACT 1997

RESIDENTIAL TENANCY AGREEMENT

4a. Consent to Electronic Service of Notices and Other Documents

- (a) The TENANT Anthony & Katie-Renee Jukes consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000. TENANT'S email address for service: anthonyjukes@hotmail.com
- (b) The LANDLORD consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000. LANDLORD'S email address for service: mildura.vlc@raywhite.com
- (c) If the TENANT or the LANDLORD have not consented to the electronic service under Clause 11(a) or clause 11(b) of this agreement, the TENANT or the LANDLORD must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications.

4b. Withdrawing Consent to Electronic Service

The LANDLORD or the TENANT may withdraw their consent to electronic service of notices and other documents only by giving notice in writing to the other party that notices or other documents are no longer to be sent by electronic communication.

5. 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

6. 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 any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of this damage as soon as practicable.

7. Cleanliness of the premises

- (a) The LANDLORD must ensure that the premises are in a reasonably 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.

8. 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.

9. Quiet enjoyment

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

10. 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, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

11. Residential Tenancies Act 1997

Each party must comply with the Residential Tenancies Act 1997.

12. Installation of fixtures, alterations, renovations, or additions

The tenant must not install any fixtures or make any alterations, renovations, or additions to the premises without first obtaining the landlord's written consent. Consent is at the landlord's discretion. If consent is given it may be subject to reasonable conditions and, before this agreement terminates, the tenant must comply with section 64(2) of the Residential Tenancies Act 1997. Examples of items requiring consent include, but are not limited to heaters, air conditioners, dishwashers, in-ground and above-ground pools, spas, safety barriers, fences, gates, awnings, blinds, sheds, landscaping, screenings, paving.

13. Ancillary use of the premises

The tenant must primarily use the premises as a residence. If a tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent. Consent is at the landlord's discretion. If consent is given it may be subject to reasonable conditions and, before this agreement terminates, the tenant must comply with section 64(2) of the Residential Tenancies Act 1997.

14. Utility charges

14.1 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 click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

14.2 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 click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts)

14.3 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.

14.4 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.

14.5 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.

15. Landlord Insurance

15.1 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. The tenant does not have to comply with this obligation until provided with a copy of the landlord's insurance policies.

15.2 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.

15.3 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)

16. 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 starters) damaged, broken or made defective by the landlord or the agent or their contractors.

17. Tenant to advise landlord or agent of defects

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

18. Damage to the premises

18.1 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.

18.2 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 a 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.

18.3 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 landlord, the agent or their contractors.

18.4 The tenant will indemnify the landlord 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.

19. Cleaning carpets on vacating the premises

If new carpet has been installed or the existing carpet 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.

20. 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 thing 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 thing.

21. Smoke detectors

21.1 The tenant must conduct regular checks to ensure smoke detectors are in proper working order, if the landlord, the agent, or their contractors provides information to the tenant about how to conduct a check. (Note: regular checks are a requirement for the safety of occupants and security of the rented premises)

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

21.3 The tenant must replace expired or faulty smoke detector batteries as required and in any event replace smoke detector batteries at the expiry of each 12 months of the term or periodic tenancy.

21.4 "Replacement batteries" means batteries that are new, of a reputable brand, and of appropriate durability.

22. Flammable liquids, kerosene heaters and vehicle and boat repairs

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

22.2 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.

22.3 The tenant must not use a kerosene heater at the premises.

23. 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 in accordance with the municipality's rubbish and waste removal timetables.

24. 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.

25. Garden

25.1 The tenant will maintain the garden of the premises including the lawn, trees, shrubs, plants, nature strip 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. No parking is permitted on any garden area, including the nature strip.

25.2 If the garden is watered by a watering system and/or by 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.

26. 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 prohibit pets being on common property or kept on the premises.

27. Changes in occupation of the premises

27.1 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 10.

27.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 10, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's reletting expenses including -

- 27.2.1 a pro-rata letting fee;
- 26.2.2 advertising or marketing expenses incurred;
- 27.2.3 rental data base checks on applicants;
- 26.2.4 rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

27.3 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.

28. 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.

29. Return of keys and obligation to pay rent

The tenant must return all the keys of the premises to the landlord/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.

30. 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 the agent.

31. 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.

32. Changing locks and alarm code

32.1 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.

32.2 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.

33. "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. A sign must be positioned so as not to interfere with the tenant's quiet enjoyment of the premises.

34. "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. A sign must be positioned so as not to interfere with the tenant's quiet enjoyment of the premises.

35. Owners corporation rules

35.1 The rules of an owners corporation affecting the premises are attached to this tenancy agreement. (Note: ensure the rules are attached to each part of this tenancy agreement)

35.2 The tenant will comply with the rules of the owners corporation or any rules amending or superseding those rules, provided the amending or superseding rules are provided to the tenant.

35.3 The tenant is not obliged to contribute to owners corporation capital costs or other owners corporation expenses that would, except for this clause, be payable by the landlord.

36. Tenant cannot use bond money to pay rent

36.1 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.

36.2 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.

37. Changing the rent

37.1 If this is not a fixed term tenancy agreement, the landlord may increase the rent by giving the tenant 60 days notice required by the Residential Tenancies Regulations 2008. The landlord must not increase the rent more than once in every 6 months.

37.2 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.

38. Tenant Reimbursement: late or non payment

38.1 If the tenant fails to make a payment under the terms of this agreement on the due date for payment and the landlord and/or the agent incurs fees and/or charges as a consequence of that failure, the tenant will reimburse the landlord and/or the agent the full amount of those fees and/or charges, on demand.

38.2 for the purpose of clause 38.1 'fees and/or charges' includes additional interest (if any) paid or payable by the landlord and/or the agent to an authorised deposit-taking institution, financier, service provider, or contractor. "Authorised deposit-taking institution" has the same meaning as in the Banking Act 1959 (C'wealth).

39. Receipt of condition report / written statement of rights and duties of a landlord and tenant

The tenant acknowledges having received before entering into occupation of the premises

39.1 two copies of a condition report signed by or on the behalf of the landlord; and

39.2 a written Guide authorised and published by the Victorian Government, setting out the rights and duties of a landlord and tenant under a tenancy agreement.

40. Consent to receive information by electronic communication

40.1 For the purposes of sections 8(1) and 8(2) of the Electronic Transactions (Victoria) Act 2000 (Act) the landlord and the tenant each consent to information being given to them by means of an electronic communication.

40.2 In this additional term, "electronic communication" has the same meaning as in section 3(1) of the Act and "information" has the same meaning as "giving information" in section 8(5) of the Act."

41. Tenant cannot grant a licence or part with occupation without consent

The tenant must not grant a licence over, or part with occupation of, the premises or a part of the premises - or be a party to an understanding or arrangement in relation to the granting of a licence over, or the parting with occupation of, the premises or a part of the premises - for the purpose of, or in relation to, providing residential accommodation for a fee or other benefit without, in each instance, first obtaining the landlord's written consent which, if given, may be subject to reasonable terms and conditions.

18 Eastside Drive MILDURA VIC 3500 - Anthony & Katie-Renee Jukes - Tenants Initial: *Anthony Jukes*

Katie-Renee Jukes

ADDITIONAL CLAUSES

RayWhite.

18 Eastside Drive , MILDURA VIC 3500

INSPECTIONS: As approved under the Residential Tenancies Act, we will be conducting regular inspections of your premises. The first inspection will be approx. 3 months after your lease start date. Subsequent inspections will be every 6 months. You will be notified of these inspections via email and post and you must contact the office to let them know whether you will be home for the inspection or if your Property Manager must use the master key. At this inspection we will be noting any maintenance or repairs that may be required and will be taking a few random photos of the inside and outside of the property to report to the Owner.

CLEANING: The TENANT agrees that at the end of the tenancy the carpets will be professionally cleaned and the house (including all windows and window coverings) will be professionally cleaned. Receipts must be provided for the above.

MAINTENANCE: The TENANT agrees that they will notify their Property Manager of all maintenance in writing (preferably via email). If the issue is urgent, please call the office first and then email your Property Manager.

TELEPHONE LANDLINE CONNECTION: If the property you are renting has a telephone connection in the wall, Telstra still may charge you a new line connection fee (usually \$299). This connection fee is the responsibility of the tenant and is usually charged if a line hasn't been connected for a period of time or if it is a brand new house.

BLOW UP SWIMMING POOLS/SPAS: Swimming pool regulations per local council and state laws are to be adhered to should approval be given. (ie. All swimming pools and spas that can hold 300mm of water or more must be securely fenced.)

CHANGE OF TENANTS ON LEASE: The TENANT/S as named on this Lease Agreement agree to pay a processing charge of \$85 if they wish to change any TENANT/S on this lease. This includes removing or adding TENANT/S. All TENANTS stated on this lease must agree to any change of TENANT/S by signing a Tenant Transfer form as provided by Ray White Mildura. (The outgoing tenant is responsible for this fee.)

BREAKING A LEASE: If the TENANT wishes to vacate the property before the end of their tenancy, they must notify Ray White in writing immediately. The TENANT is responsible for any financial loss they cause their LANDLORD. This includes advertising costs (\$44.00 For Lease board), re-letting fee (can be up to 1.5 weeks rent + GST) and Lower Murray Water meter reading fee (\$44.70 at present but subject to increases). The TENANT is also responsible for the full payment of their rent until a new tenant moves into the property or your tenancy ends (whichever is the earliest).

ENTRY OF RENTED PREMISES: The Residential Tenancies Act states that we can enter the rented premises once a notice to vacate has been given and entry is required to show the premises to a prospective tenant; or the premises are to be sold and entry is required to show prospective buyers.

RENT PAYMENT POLICY: Ray White Mildura's preferred payment method is Direct Transfer. You will be provided with a form which shows our account details and the reference number you must use.

We also offer Centrepay, cheque or money order. Cheque payments must be made at least 5 business days prior to the rent being due. It is the office's policy to not accept cash as a method for rental payments because of risks associated with keeping cash on premises.

You are required to pay your rent on time and in advance. Should you have any difficulties in paying your rent, please notify us as soon as possible so that we can be of assistance to your in resolving the problem.

Our agency has a strict policy on the payment of rent and you may receive a number of reminders which you should not ignore. The reminder notices may come in the form of text message, email, phone call or post. If you reach 15 days in arrears you will immediately be served with a Notice to Vacate.

Signed by the Tenant: Anthony Jukes Katie-Renee Jukes Date: 11/05/2018
(Anthony & Katie-Renee Jukes)

Signed on behalf of the Landlord: [Signature] Date: 11/5/18

URGENT REPAIRS IF OUT OF BUSINESS HOURS

Under the Residential Tenancies Act a tenant may arrange for urgent repairs to be carried out to the rented premises if—

- (a) the tenant has taken reasonable steps to arrange for the landlord or the agent to immediately carry out the repairs; and
- (b) the tenant is unable to get the landlord or agent to carry out the repairs.

If the tenant carries out repairs

- (a) the tenant must give the landlord/agent 14 days written notice of the repairs carried out and the cost; and
- (b) the landlord is liable to reimburse the tenant for the reasonable cost of the repairs

All repairs are the owner's responsibility but if the tenant caused the damage the owner can ask them to pay for repairs.

Under the Act, tenants must continue paying rent even when they are waiting for repairs to be done.

Landlords also have a responsibility to respond to all repair requests promptly.

Urgent repairs are:

- burst water service
- blocked or broken toilet system
- serious roof leak
- gas leak
- dangerous electrical fault
- flooding or serious flood damage
- serious storm or fire damage
- failure or breakdown of any essential service or appliance provided by a landlord or agent for hot water, water, cooking, heating, or laundering
- failure or breakdown of the gas, electricity or water supply
- any fault or damage in the premises that makes the premises unsafe or insecure
- an appliance, fitting or fixture that is not working properly and causes a substantial amount of water to be wasted
- a serious fault in a lift or staircase.

If you, as the tenant, cannot get in touch with our property management department during business hours and an urgent repair is required, you can contact an Electrician or Plumber to carry out the repairs and then contact Ray White first thing the next business day. Our preferred after hours tradesman are:

Frasers Plumbing - Tel: 5021 2388

Bailey's Electrical - Tel: 0438 575 478 (Tom Bailey)

Mildura Air Conditioning Refrigeration & Electrical - Tel: 0425 174 387 (Brendan Kiley)

I understand what is classified an "urgent repair" and if it is out of Ray White Mildura business hours I can contact a fully qualified tradesman to fix the repair for under \$1,800. I will also let my Property Manager know if the work has not been carried out within a short period of time.

Signed: *Anthony Jukes* *Katie-Renee Jukes* Date: 11/05/2018

PET LEASE AGREEMENT*RayWhite.*

Property Address:	18 Eastside Drive MILDURA VIC 3500
Landlord Name(s):	Mr Stephen Bennett & Mrs Carol Bennett
Agent Name:	Karlie Lambert, Ray White Mildura
Tenant Name(s):	Anthony & Katie-Renee Jukes

The landlord, through it's authorised agent, allows the tenant to keep an animal at the property, **only to the following conditions:**

- a) The tenant agrees that **no additional animal** will occupy the premises, even short-term or temporarily at the property. Should the tenant wish to keep an additional animal the tenant must first seek further permission to do so and have a separate Pet Lease Agreement approved for each animal, arranged prior before the animal is brought onto the property. **Unapproved animals brought onto the property will be automatically removed if no permission has not been sought first.**
- b) The tenant agrees that the **animal is not to be rehomed** during the term of the tenancy, and any renewal thereof.

If at any time the animal is found to be **harmful** (or may be inside) the property, or evidence indicating this, the tenant will be asked to immediately remove the animal from the property **permanently**. Further application to allow this animal, or further animals, at the property will not be approved.

- c) The tenant agrees that should the animal become in any way a **nuisance** to neighbours, or generate complaints received regarding the animal, the tenant will immediately, upon request from the agent, remove the pet from the property permanently.
- d) The tenant agrees that any **damage of any kind** caused by the animal will be completely rectified at full cost by the tenant prior to vacating the premises. Further the tenant agrees that any **animal faeces** are regularly cleaned up, and any **rubbish** scattered by the animal is properly collected and removed from the property.

Type of Pet Dog Cat Other _____

Breed: _____

Name of Pet: _____ Age: _____ Colour: _____

Name	Signature	Date
I acknowledge that no pets have been approved for this property.		
Anthony & Katie-Renee Jukes	<i>Anthony Jukes</i>	11/05/2018
	<i>Katie-Renee Jukes</i>	11/05/2018
Karlie Lambert	<i>[Signature]</i>	11/5/18

15/06/18

RayWhite

Dear Anthony & Katie-Renee

RE: 18 Eastside Drive MILDURA VIC 3500

3 star tenant



- 1 Rent is paid on time, in advance and in the manner prescribed (direct debit or centrepay)



- 2 Property is kept in a good condition at all times, all routine inspections are satisfactory



- 3 Tenant is polite and courteous to all Ray White staff at all times and is a pleasure to deal with

Ray White Mildura is very excited to have a 3 star tenant system!

What does this mean for YOU?

If you are a 3 star tenant, you will be able to walk into any Ray White office in Australia as a preferred client. It also means that you have a better chance at having your lease renewed when it expires.

If you become a 1 star tenant, your lease will not be renewed.

You will automatically start as a 3 star tenant, however if any of the above 3 points are not adhered to you will lose a star, or possibly 2 stars.

If you have any queries regarding our 3 star system, please do not hesitate to contact your me on 5021 9500.

Karlie Lambert

Dear Anthony

I have enclosed a lease renewal on the above premises as your lease expires on **14/06/2020**.

To sign another lease agreement please read the document below and let me know if any of your details have changed.

Your landlord has decided to keep the rent at the current rate of **\$340.00 per week without an increase**.

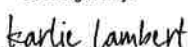
This agreement is a fixed term lease of 12 months.

If a fixed term lease is not an option, then you will need to phone me to discuss. This does not necessarily mean that you will have to vacate. However if you want to terminate your lease, then 28 days notice in writing is required.

Your co-operation is greatly appreciated in regards to returning the documents as soon as possible.

Please do not hesitate to contact me on 5021 9500 if you have any questions.

Kind regards,
DocuSigned by:


Karlie Lambert
21BE8D14FDA14E2

Senior Property Manager

RESIDENTIAL TENANCY AGREEMENT

LEASE RENEWAL

**18 Eastside Drive
MILDURA VIC 3500**

LANDLORD:

Stephen Bennett & Carol Bennett

TENANT:

Anthony Jukes & Katie-Renee Jukes

**152A NINTH STREET
MILDURA VIC 3500**

Ph: (03) 5021 9500

Fax: (03) 5021 5400

mildura.vic@raywhite.com

Schedule – Tenancy Agreement

Ray White Real Estate Mildura

- Item 1** Date of this agreement 20/02/2020
- Item 2** Landlord Name Stephen Bennett & Carol Bennett
(ACN if landlord is a company) c/- Ray White Mildura
Address: 152a Ninth Street, MILDURA VIC 3500
- Item 3** Agent Wealth Services Pty Ltd T/as Ray White Mildura
ABN 31 645 788 394
Address 152a Ninth Street, MILDURA VIC 3500
- Item 4** Tenant Name **Anthony Jukes & Katie-Renee Jukes**
- Item 5** Premises **18 Eastside Drive, MILDURA VIC 3500**
- Item 6** Rental **\$340.00 per week**
- Item 7** Original Lease Commenced On: 15/06/2018
- Item 8** Rental Payments to Landlord / Agent at 152a Ninth Street, MILDURA VIC 3500
- Item 9** Bond \$1,477.00 (Already collected at beginning of first lease)
- Item 10** Urgent Repairs The Landlord *authorises the Agent *doesn't authorise the agent to undertake urgent repairs up to \$1,800. Telephone number for urgent repairs 5021 9500 please leave a detailed message if unattended with name and contact number/s..
- Item 11** Term **12 Month Fixed Term**
- Item 12** Commencement Date: 15/06/2020
- Item 13** Termination Date: 14/06/2021

I understand that all of the Conditions stated on the original lease document for the same property still apply for this lease period.

I also understand that if my rent payments are made via the Payment Gateway system or Centrepay, Ray White will increase the rent payments to the new rent amount.

Signed by the Tenant/s DocuSigned by:
Anthony Jukes
5805284EB50B474... DocuSigned by:
Katie
5805284EB50B474... Date: 04-Apr-2020 | 10:02 AM AEDT

Signed by the Landlord DocuSigned by:
Katie Lambert
21BE6D14FDA14E2... Date: 04-Apr-2020 | 4:07 PM AEDT

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.