

SECTION 32 STATEMENT

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

Vendor: Donald Graham McMaster

Property: 2B Latrobe Avenue RED CLIFFS VIC 3496

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

Ref: Warrick Watts

SECTION 32 STATEMENT
2B LATROBE AVENUE RED CLIFFS VIC 3496

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	\$1,572.65	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.

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(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;~~
- ~~— any certificate of deferral of the liability to pay;~~

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- ~~— 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 - Bottled	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 -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the

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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

11 August 2021 /20 21

Name of the Vendor

Donald Graham McMaster signed by Carlene Dawn Bourke as Attorney under Power dated 4th November 2020

Signature/s of the Vendor

x DocuSigned by:
Carlene Bourke
E7B1CC3B47FD41A...

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 11034 Folio 968

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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 11034 FOLIO 968

Security no : 124091645022Y
Produced 05/08/2021 11:13 AM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 609042Q.
PARENT TITLE Volume 10271 Folio 227
Created by instrument PS609042Q 26/10/2007

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JENNIFER JOAN ZASS
DONALD GRAHAM MCMASTER both of 2B LATROBE AVENUE RED CLIFFS VIC 3496
AQ569788R 19/12/2017

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AF403282B 15/10/2007

DIAGRAM LOCATION

SEE PS609042Q 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: 2B LATROBE AVENUE RED CLIFFS VIC 3496

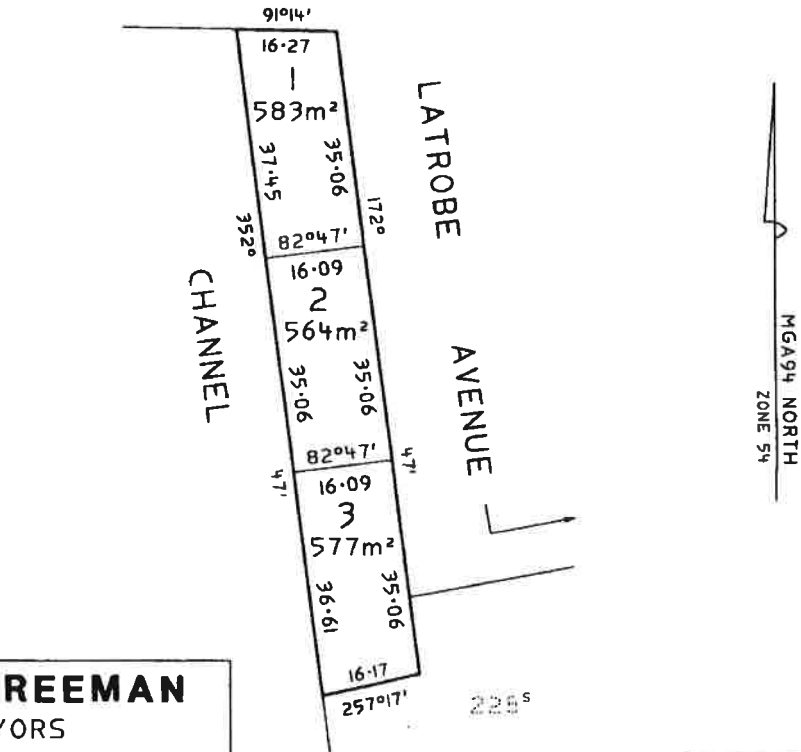
DOCUMENT END

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 05/08/2021, for Order Number 69614817. Your reference: WW:279-21.

Delivered by LANDATA®, timestamp 05/08/2021 11:31 Page 1 of 1

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PLAN OF SUBDIVISION		STAGE NO.	LR use only EDITION 1	Plan Number PS 609042Q				
Location of Land Parish: MILDURA (IN THE MALLEE COUNTRY) Township: Section: B Crown Allotment: 226A Crown Portion: Title References: Vol 10271 Fol 227 Last Plan Reference:		Council Certification and Endorsement Council Name: MILDURA RURAL CITY COUNCIL Ref: 801152 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (I) A requirement for public open space under section 1B of the Subdivision Act 1988 has not been made. (II) The requirement has been satisfied. (III) The requirement is to be satisfied in Stage Council Delegate Council seal Date 28/08/2007 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date		LR use only Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 24/10/07 LR use only PLAN REGISTERED TIME 8:19 AM DATE 26/10/07 Assistant Registrar of Titles Notations Depth Limitation: 15 Metres below the surface applies to all the land on this plan. Staging: This is/ is not a staged subdivision. Planning Permit No. P07/244 Survey:- This plan is/is not based on survey. This survey has been connected to permanent marks nos. 101 & 102 In proclaimed Survey Area no. 30				
MGA94 Co-ordinates: E 609900 (Of approx. centre of plan) N 6202700 Zone 54 Vesting of Roads or Reserves <table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:50%;">Identifier</td><td style="width:50%;">Council/Body/Person</td></tr><tr><td>NIL</td><td>NIL</td></tr></table>		Identifier	Council/Body/Person	NIL	NIL			
Identifier	Council/Body/Person							
NIL	NIL							
Easement Information								
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)								
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of				
<div style="display: flex; justify-content: space-around; align-items: center;"><div style="text-align: left;"><p>KIEWA AVENUE</p></div><div style="text-align: right;"><p>LATROBE AVENUE</p><p>MGASH NORTH ZONE 54</p></div></div>								
<div style="display: flex; justify-content: space-between;"><div style="width: 60%;"><p>FREEMAN & FREEMAN LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239</p></div><div style="width: 35%; text-align: right;"><p>SHEET 1 OF 1 SHEETS</p></div></div>								
ORIGINAL SHEET SIZE A3 SCALE 1:800		SCALE 8 0 8 16 24 32 LENGTHS ARE IN METRES		LICENSED SURVEYOR: ROBERT BRUCE FREEMAN SIGNATURE _____ DATE 1/5/2007 REF 8157 VERSION 2				
				DATE 28/08/2007 COUNCIL DELEGATE SIGNATURE _____				



AF403282B



FORM 18

Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: Martin Irwin & Richards Lawyers
Phone: 03 50237900
Address: 61 Deakin Avenue, Mildura VIC 3500
Ref: Wilkie
Customer Code: 14100512A.. 1005B

The Authority having made an agreement referred to in Section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

LAND: Crown Allotment 226A Section B Parish of Mildura contained in
Volume 10271 Folio 227

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

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

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

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

Signature of Authority

Name of Officer

Rhonda Monaghan

Date

10 October 2007

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MILDURA RURAL CITY COUNCIL

and

**DION TROY WILKIE &
KIM LOUISE WILIKE**

SECTION 173 AGREEMENT

La Trobe Avenue, Red Cliffs



**Martin Irwin & Richards
Lawyers**

**61 Deakin Avenue
MILDURA VIC 3500
DX 50022 MILDURA**

**Phone: 03 5023 7900
Fax: 03 5021 2700
Ref: IDS:KEM07/1863**

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Section 173 Agreement – La Trobe Avenue, Red Cliffs

THIS AGREEMENT is made on the 10 day of October 2007.**PARTIES****BETWEEN** **MILDURA RURAL CITY COUNCIL** of 108 – 116 Madden Avenue, Mildura in the State of Victoria ("the Council")**AND** **DION TROY WILKIE and KIM LOUISE WILKIE** both of 274-286 Twelfth Street, Mildura in the State of Victoria ("the Owners")**RECITALS**

- A. The Owners are registered or are entitled to be registered as the proprietor of the Land.
- B. The Council is the responsible authority under the Planning and Environment Act 1987 ("the Act") for the Mildura Planning Scheme ("the Planning Scheme").
- C. The Owners have made an application to the Council for a planning permit under the Planning Scheme for the development of the Land for a three (3) lot subdivision ("the Development").
- D. The Council has agreed to the Development subject to the conditions contained in the planning permit issued on the 28 August 2007 and numbered P07/244 ("the Permit").
- E. Condition 2 of the Permit provides:
2. Prior to the issue of a Statement of Compliance the owner must enter into an agreement with the Responsible Authority in accordance with Section 173 of the Planning and Environment Act, 1987. The agreement must be prepared by Council to provide the following:

- The drainage basins on Lot 1 and Lot 2 shown on the endorsed plans must be maintained by the owner of each lot.

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Section 173 Agreement – La Trobe Avenue, Red Cliffs

- The provision and maintenance of a rainwater storage tank on Lot 1 and Lot 2 to be in accordance with the detailed drainage design.

This agreement is to be registered on the title to all lots within the subdivision allowed under this permit P07/244 and any cost associated with its preparation must be borne by the developer.

F. Condition 3 of the Permit provides:

3. Prior to the issue of a Statement of Compliance the owner must enter into an agreement with the Responsible Authority in accordance with Section 173 of the Planning and Environment Act, 1987. The agreement must be prepared by Council to provide the following:

- Construction of La Trobe Avenue and Kiewa Avenue frontages of Lot 1, 35.06m & 16.27m, Lot 2, 35.06m & Lot 3, approximately 21.80m which will include the following: road design documentation (including plan checking and supervision fees), road widening, footpath, naturestrip treatment, kerb and channel, concrete driveway, street lighting and drainage to the satisfaction of relevant authorities.
- These works are to be carried out when requested by Council.
- Cost per lot will be based on a percentage in relation to the length of frontage to La Trobe Avenue and Kiewa Avenue, as follows: Lot 1, 45%, Lot 2, 35%, Lot 3, 20%.

This agreement is to be registered on the title to all lots within the subdivision allowed under this permit P07/244 and any cost associated with its preparation must be borne by the developer.

Section 173 Agreement – La Trobe Avenue, Red Cliffs

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THE PARTIES AGREE:

1. DEFINITIONS

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

"Act" means the Planning and Environment Act 1987 (Vic);

"Council" means the Mildura Rural City Council and any or its successors or assigns;

"Land" means the property situate at La Trobe Avenue, Red Cliffs and described as:

- Crown Allotment 226A Section B Parish of Mildura contained in Volume 10271 Folio 227.

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

"Lot 1" means Lot 1 created by the Plan of Subdivision the subject of the Permit;

"Lot 2" means Lot 2 created by the Plan of Subdivision the subject of the Permit;

"Lot 3" means Lot 3 created by the Plan of Subdivision the subject of the Permit;

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

"Permit" means planning permit number P07/244 issued by the Council on the 28 August 2007.

2. INTERPRETATION

In this Agreement, unless a contrary intention appears:

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

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**Section 173 Agreement – La Trobe Avenue, Red Cliffs**

- (f) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

3. SECTION 173 AGREEMENT**3.1 Agreement under Section 173 of the Act**

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

3.2 Covenants Run with the Land

The Owner acknowledges and agrees that any obligation imposed on the Owner under this Agreement takes effect as a covenant which is annexed to the Land and runs at law and in equity with the Land until this Agreement ends.

4. COMMENCEMENT

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

5. OWNER'S COVENANTS**5.1 Successors in title**

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

5.2 Registration

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

5.3 Performance of Covenants

The Owner will do all things necessary including the signing of such further agreements, undertakings, covenants, consents, approvals or other documents

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**Section 173 Agreement – La Trobe Avenue, Red Cliffs**

for the purpose of ensuring that it carry out the covenants and agreements and obligations contained in this Agreement and to enable the Council to enforce the performance by the Owner of such covenants, agreements and undertakings.

5.4 Comply with Permit

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

5.5 Costs

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

5.6 Maintenance of drainage basins on Lot 1 and Lot 2

The Owners of Lot 1 and Lot 2 will maintain the drainage basins on Lot 1 and Lot 2 as shown on the endorsed plans to the satisfaction of the Responsible Authority. The Owners of Lot 1 and Lot 2 will provide for and maintain a rain water storage tank on Lot 1 and Lot 2 in accordance with the detailed drainage design and to the satisfaction of the Responsible Authority.

5.7.1 Construction of La Trobe Avenue and Kiewa Avenue frontages of Lot 1, Lot 2 and Lot 3

The Owners will construct the La Trobe Avenue and Kiewa Avenue frontage of Lot 1 (35.06m and 16.27m), Lot 2 (35.06m) and Lot 3 (approximately 21.80m) which will include the following: road design documentation (including plan checking and supervision fees) road widening, footpath, naturestrip treatment, kerb and channel, concrete driveway, street lighting and drainage to the satisfaction of the Responsible Authority when requested to do so by Council.

AF403282B**Section 173 Agreement – La Trobe Avenue, Red Cliffs****5.7.2 Commencement of construction of La Trobe Avenue and Kiewa Avenue frontages of Lot 1, Lot 2 and Lot 3**

The Owners will commence the works within 30 days of receipt of a notice from Council requiring the commencement of the same and complete the same as soon as practicable thereafter. In default of compliance with this requirement, Council may undertake and or complete the works at the cost of the Owners in accordance with the provisions of clause 8 hereof.

5.7.3 Directions of Council

The Owners will follow the reasonable directions of the Council in respect of the nature of the works to be undertaken pursuant to clauses 5.7.1 and 5.7.2.

5.7.4 Costs of construction of Lot 1 frontage

The Owners of Lot 1 will pay 45% of the full costs of the works to be undertaken pursuant to clause 5.7.1 including a proportion of the Council's fees for construction supervision and plan checking.

5.7.5 Costs of construction of Lot 2 frontage

The Owners of Lot 2 will pay 35% of the full costs of the works to be undertaken pursuant to clause 5.7.1 including a proportion of the Council's fees for construction supervision and plan checking.

5.7.6 Costs of construction of Lot 3 frontage

The Owners of Lot 3 will pay 20% of the full costs of the works to be undertaken pursuant to clause 5.7.1 including a proportion of the Council's fees for construction supervision and plan checking.

5.8 Responsibility of obligations

Notwithstanding anything to the contrary contained in this Agreement the obligations of the Owners in relation to this Agreement shall be the responsibility of the Owners of any relevant Lot at the time any action is required pursuant to this Agreement and any obligation outstanding shall be the responsibility of the Owners or successor in title at the relevant time.

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6. OWNERS' WARRANTY

6.1 Registered Proprietor

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

6.2 No other person with interest

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

6.3 Obtained consents

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

7. ADDITIONAL MATTERS

7.1 Severance

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

7.2 Proper law

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

7.3 Joint & several

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

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7.4 No Waiver

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

8. DEFAULT OF OWNERS

In the event of the Owners defaulting or failing to perform any of the obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owners and any such costs together with any amount payable to Council pursuant to this Agreement shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

EXECUTED as a deed.

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Section 173 Agreement – La Trobe Avenue, Red Cliffs

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



Councillor )
VERNON KNIGHT)

Councillor )
GLENN MILNE)

Chief Executive Officer

SIGNED SEALED & DELIVERED)
by the said DION TROY WILKIE)
in the presence of:)



A JUSTICE OF THE PEACE FOR VICTORIA
REG. No. 10930
ROBERT JOHN STEPHENS
6 BANKSIA COURT, MILDURA 3500

SIGNED SEALED & DELIVERED)
by the said KIM LOUISE WILKIE)
in the presence of:)



A JUSTICE OF THE PEACE FOR VICTORIA
REG. No. 10930
ROBERT JOHN STEPHENS
6 BANKSIA COURT, MILDURA 3500

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MORTGAGEE'S CONSENT

NATIONAL AUSTRALIA BANK LTD being the registered Mortgagee under Mortgage No **AF136190T** which encumbers the land described in clause 1 in the attached agreement **HEREBY CONSENTS** to the Owners encumbering the land with the within Agreement.

DATED this

25th

day of **SEPTEMBER** 2007.

.....
FOR AND ON BEHALF OF
NATIONAL AUSTRALIA BANK LTD



Mildura Rural City Council

Internal Use Only



TAX INVOICE

ABN 42 498 937 037

Ms J J Zass & Mr D G McMaster
2B Latrobe Avenue
RED CLIFFS VIC 3496

033

Total Rates & Charges For this Year

\$1,258.40

Refer below for payment options

Rate and Valuation Notice

1 July 2020 to 30 June 2021

Property Location & Description

2B Latrobe Avenue RED CLIFFS VIC 3496
Lot 3 PS 609042Q Sec B

AVPCC: 110 - Detached Home

RATING DETAILS

Rebates / Concession
Residential Rate
Waste Management

Assessment No: 19833

Issue Date: 10 September 2020

Rate declaration date: 1 July 2020

Capital Improved Value:

Site Value:)

Net Annual Value:)

Valuation Date: 1 January 2020

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Fire Levy (Fixed)	113.00	1	\$113.00
Residential Fire Levy (Variable)	0.000054	160000	\$8.64
Concession			-\$50.00Cr

PAYMENT DEADLINES EXTENDED

First instalment due by 14 October 2020.
Second instalment due by 14 December 2020.

COVID-19 SUPPORT

Relief options are available to assist ratepayers experiencing financial hardship.
Visit mildura.vic.gov.au/coronavirus or call us for details.

TOTAL AMOUNT

\$1,258.40

Payment In full	Or	1st Instalment	2nd Instalment	3rd Instalment	4th Instalment
Due 15 Feb 2021 \$1,258.40		Due 14 Oct 2020 \$314.60	Due 14 Dec 2020 \$314.60	Due 28 Feb 2021 \$314.60	Due 31 May 2021 \$314.60

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 J J Zass & Mr D G McMaster
2B Latrobe Avenue RED CLIFFS VIC 3496
Assessment No: 19833

Payment In Full: \$1,258.40

Or 1st Instalment: \$314.60



Biller code: 93922
Ref: 198333

BPAY this payment via Internet or phone banking.
BPAY View: View and pay this bill using internet banking.
BPAY View Registration No.: 198333

POST billpay



Full Payment *41 198333



Post Billpay **Biller code:** 0041
Ref: 198333

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
741 - 759 Fourteenth Street Mildura 3500
PO Box 1438 Mildura 3502
AUSDOC DX 50023
Tel: (03) 6061 3400 Fax: (03) 5051 3480

SWAN HILL
73 Beveridge Street Swan Hill 3585
PO Box 1447 Swan Hill 3585
AUSDOC DX 30164
Tel: (03) 6036 2160 Fax: (03) 5036 2180



24 Hour Supply Emergency
1800 808 830



KERANG
56 Wellington Street Kerang 3579
PO Box 547 Kerang 3579
AUSDOC DX 57908
Tel: (03) 6460 3960 Fax: (03) 5450 3967

MR DG MCMASTER
2B LATROBE AVENUE
RED CLIFFS VIC 3496

Reference No. 051420
URBAN ACCOUNT

Amount Due \$186.44

Due Date 13 Aug 2021

Date of Issue: 09/08/2021

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

POST *850 700514201

Property Address : 2B LATROBE AVENUE RED CLIFFS VIC 3496 (Prop:51420) - Urban Account
Lot 3 PS 609042Q CA Pt 226A Sec B V 11034 F 968

	Charge	Balance
Water Service Tariff	51.84	51.84
Water by Measure Chg-Info on reverse	12.22	12.22
Sewerage Service Tariff	122.38	122.38
TOTAL OWING		\$186.44

The BALANCE DUE will be deducted from your nominated a/c via Direct Debit on the DUE DATE.

Payments/Credits since last Notice **\$194.51**



LMW054G

15852729

Payment Slip - Methods of Payment

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



Billpay Code: 0850
Ref:

Pay in person at any Post Office.



Biller Code: 78477
Ref:

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

051420
2B LATROBE AVENUE RED CLIFFS VIC 3496 (Prop:51420) - Urban Account

The BALANCE DUE will be deducted from your nominated a/c via Direct Debit on the DUE DATE.



Biller Code: 78477
Ref: 700514201

BPAY® - Make this payment via internet or phone banking.

BPAY View® - Receive, view and pay this bill using internet banking.

BPAY View Registration No: 700514201



By Phone
Pay by phone (03) 8672 0582.
Standard call charges apply.

See reverse for
In Person and By Mail options

Keep all pages of this form together.

Short version

Enduring Power of Attorney Appointment

This enduring power of attorney is made under Part 3 of the **Powers of Attorney Act 2014** and has effect as a deed under section 81 of the Act.

Section 1: Principal (You)

The person making this enduring power of attorney is known as the 'principal'. Whenever you see the word 'principal' in this form, it means you.

Name of principal

Donald Graham Mc Master

Residential address

2B Latrobe Ave
Red Cliffs
Vic 3469

Complete the section below if you want an existing enduring power of attorney to continue or want part of an existing power of attorney to continue.

I specify that the following existing enduring power of attorney or parts of an existing enduring power of attorney made by me are not revoked by this enduring power of attorney (specify date made, if known)

Revocation of previous enduring powers of attorney

Under section 55 of the **Powers of Attorney Act 2014** any existing enduring power of attorney previously made by you will be revoked on making this enduring power of attorney, unless you specify otherwise.

An *existing enduring power of attorney* is taken to include an enduring power of attorney made under the **Powers of Attorney Act 2014** or the **Instruments Act 1958** and an appointment of an enduring guardian made under the **Guardianship and Administration Act 1986**.

Section 2: Your attorney

This form allows you to appoint an attorney and up to two alternative attorneys. You also need to specify what decisions your attorney can make.

If you wish to appoint more attorneys, or more alternative attorneys, use the long version of this form available online.

I appoint the person listed below as my attorney.

Name of attorney

Insert your attorney's name or, if appointing a company, the business name.

Insert position, if appointing the occupant of a position.

Carlene Dawn Bourke

Residential or business address

57 Centaur Street
Kippa-Ring
Qld
4021

What decisions can this attorney make?

I authorise my attorney to do anything on my behalf that I can lawfully do by an attorney (including both personal and financial matters) ☒

OR

I authorise my attorney to do anything on my behalf that I can lawfully do by an attorney for:

► Please select any that apply

personal matters only ☐

personal matters are matters that relate to your personal or lifestyle affairs but do not include matters that relate to medical treatment, or to medical research procedures. Common examples include access to support services and where and with whom you live.

financial matters only ☐

financial matters are matters (including legal matters) that relate to your financial or property affairs. Common examples include paying expenses, making investments, undertaking a real estate transaction and carrying on a business.

the following specified matters ☐

- please specify each matter (such as, one or more personal and financial matters) that you want to authorise

Section 6: Principal's signature

You must sign the form in front of two witnesses. They must then sign and date the form in front of you and each other. One witness must be a medical practitioner, or be a person who is authorised to witness affidavits. A list of people who are authorised to witness an affidavit can be found at justice.vic.gov.au/affidavit.

If you need someone to sign for you due to a physical disability, do not fill out this section. Fill out **Section A1** on page 13.

In this section, the words 'I', 'my' or 'me' refer to a witness. The word 'principal' means the person making this enduring power of attorney.

Name of principal

Donald Graham McMaster

Signature



Date

29 10 2020

Witnesses

Each witness certifies that:

- the principal appeared to freely and voluntarily sign this Instrument in my presence, and
- at that time, the principal appeared to me to have decision making capacity in relation to making this enduring power of attorney, and
- I am not an attorney under this enduring power of attorney, and
- I am not a relative of the principal or of an attorney under this enduring power of attorney, and
- I am not a care worker or accommodation provider for the principal.

Name of authorised witness

Sandra Gale Young

Residential or business address

22 Flamingo Drive
Mildura, 3500 Vic

Signature



Qualification (as a medical practitioner or person authorised to witness affidavits)

Registered Nurse
NMW 0001204289

Date

29 10 2020

Name of other witness

LEONARD JAMES STRETON

Residential or business address

1 LATROBE AVE
REDCLIFFS VIC 3496

Signature



Date

29 10 2020

Section 7: Statement of acceptance of appointment by attorney

This section needs to be read and signed by your attorney. A witness must also sign the witness certificate.

This section can be completed at the same time as the principal completes their section or at a later time.

Attorney

I accept my appointment as attorney for the principal under this enduring power of attorney and state that:

- I am eligible under Part 3 of the **Powers of Attorney Act 2014** to act as an attorney under an enduring power of attorney, and
- I understand the obligations of an attorney under an enduring power of attorney and under the **Powers of Attorney Act 2014** and the consequences of failing to comply with those obligations, and
- I undertake to act in accordance with the provisions of the **Powers of Attorney Act 2014** that relate to enduring powers of attorney.

If appointed for financial matters and you have been convicted or found guilty of an offence involving dishonesty

I have disclosed to the principal that I have been convicted or found guilty of an offence involving dishonesty. ☐

Name of attorney

Carlene Bourke

Position

(if appointed as the occupant of a position)

Power of Attorney

Residential or business address

57 Centaur Street
Kippa-Ring
QLD 4021

Signature



Date

04

//

2020

Witness

I witnessed the signing of the statement of acceptance by the attorney.

Name of witness

Jeffrey Collins J.P. (Qual)

Residential or business address

C/- JP Branch
Lvl 6/154 Melbourne Street
South Brisbane
Ph: 1300 301 147
E: jp@justice.qld.gov.au

Signature





Date

04

//

2020

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 05 August 2021 11:16 AM

PROPERTY DETAILS

Address: **2B LATROBE AVENUE RED CLIFFS 3496**
 Lot and Plan Number: **Lot 3 PS609042**
 Standard Parcel Identifier (SPI): **3\PS609042**
 Local Government Area (Council): **MILDURA**
 Council Property Number: **19833**
 Planning Scheme: **Mildura**
 Directory Reference: **VicRoads 538 G10**

www.mildura.vic.gov.au

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

UTILITIES

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

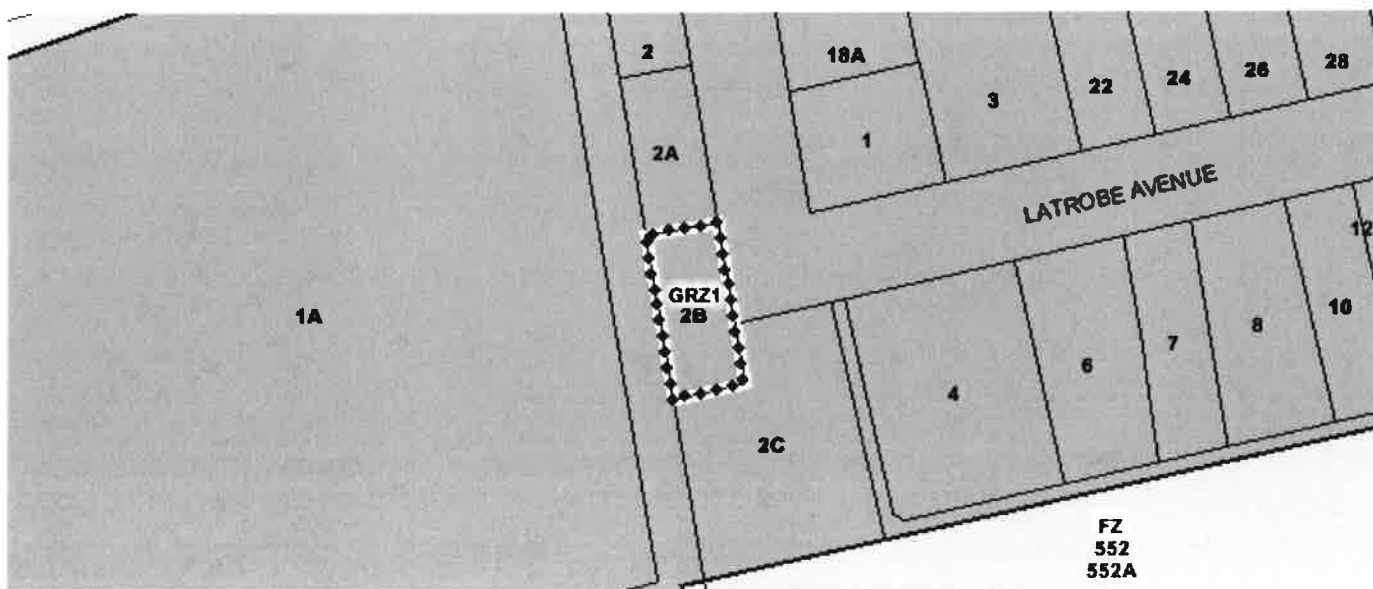
STATE ELECTORATES

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

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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FZ - Farming

GRZ - General Residential

PUZ1 - Public Use - Service & Utility

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

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PLANNING PROPERTY REPORT: 2B LATROBE AVENUE RED CLIFFS 3496

Page 1 of 4

PLANNING PROPERTY REPORT

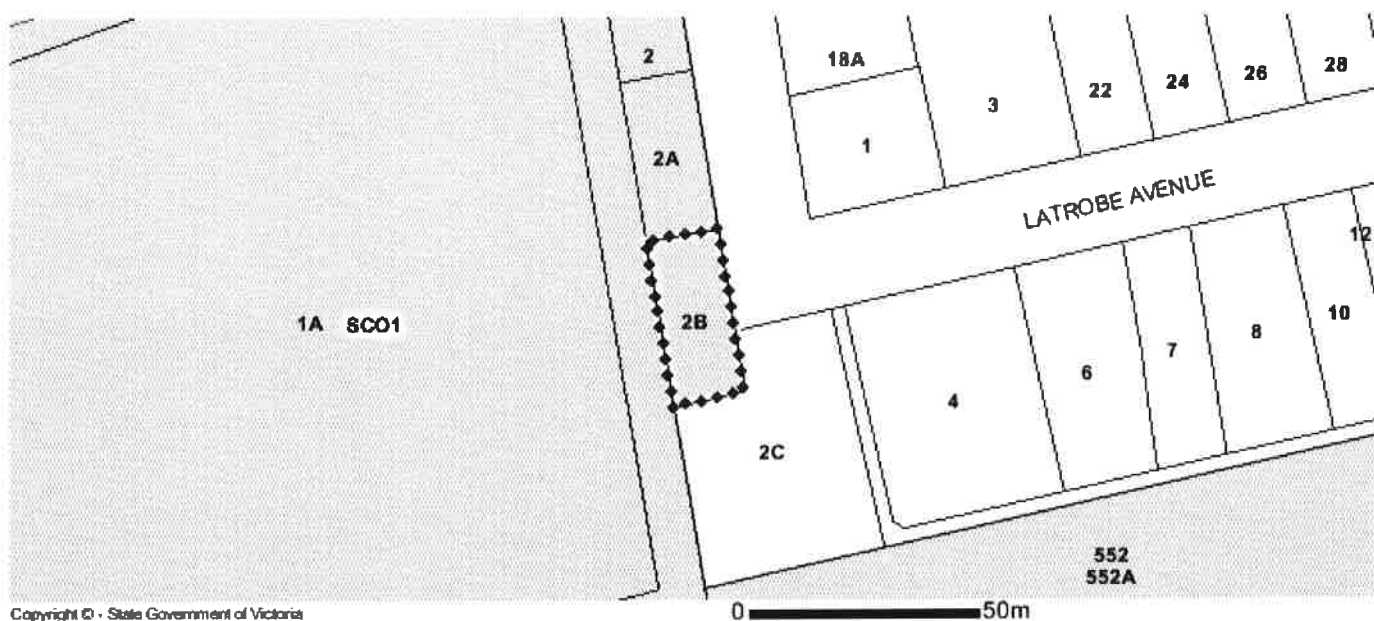


Environment,
Land, Water
and Planning

Planning Overlay

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



SCO - Specific Controls

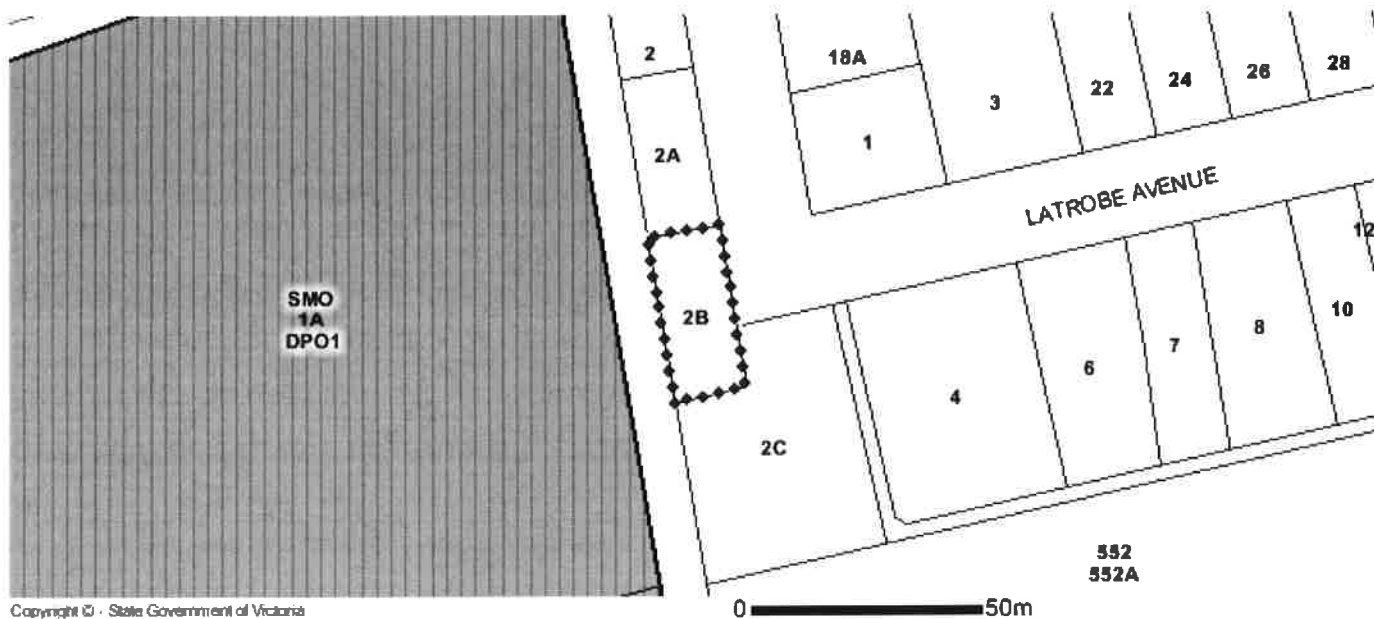
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)

SALINITY MANAGEMENT OVERLAY (SMO)



DPO - Development Plan

SMO - Salinity Management

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

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PLANNING PROPERTY REPORT: 2B LATROBE AVENUE RED CLIFFS 3496

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Further Planning Information

Planning scheme data last updated on 4 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

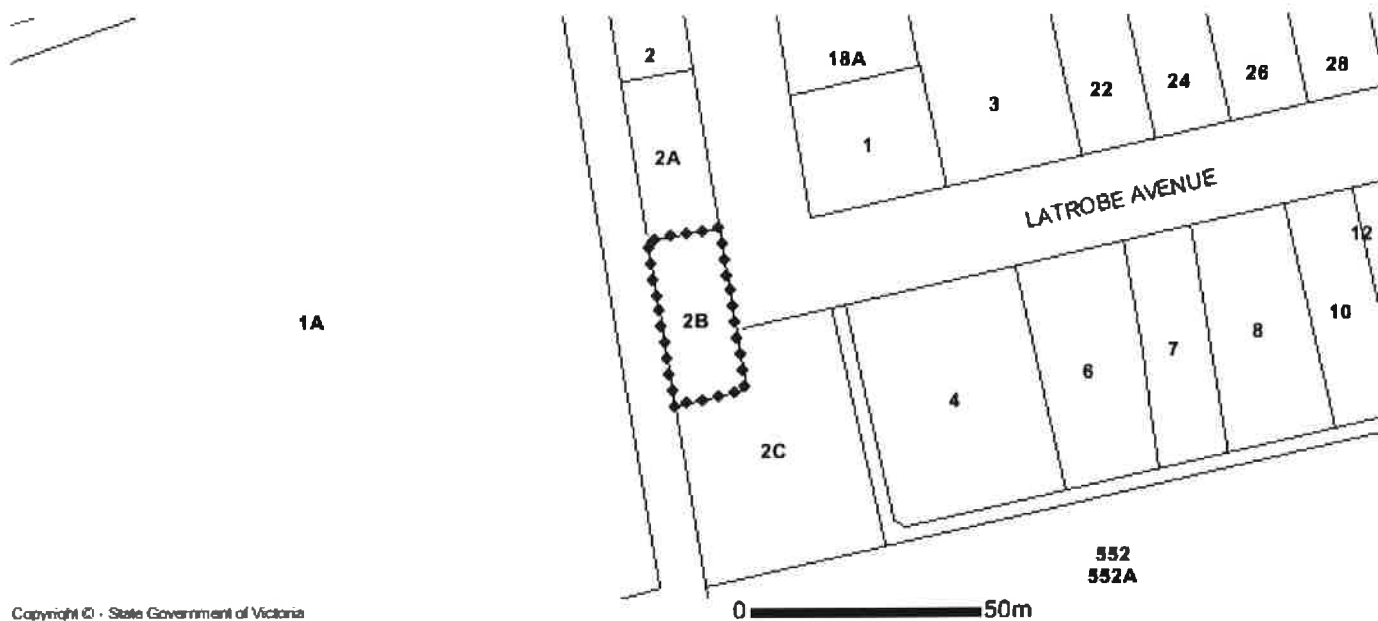


VICTORIA
State
Government

Environment,
Land, Water
and Planning

Designated Bushfire Prone Area

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



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Designated Bushfire Prone Area

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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

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>

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PLANNING PROPERTY REPORT: 2B LATROBE AVENUE RED CLIFFS 3496

Page 4 of 4

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.