

SPECIAL CONDITIONS

The following condition is part of the contract to which this Vendors Statement is annexed and subsequently entered into between the Vendor and any Purchaser. The condition shall take effect as a Special Condition notwithstanding any conflicting General Conditions set out in or incorporated by reference to the Contract

Tenancy Clause

1. PROPERTY SOLD SUBJECT TO TENANCY

- a) The property is sold subject to the tenancy agreement ("the agreement") a copy of or an extract from which is annexed hereto. The Purchaser acknowledges that before signing this contract he has inspected the agreement and satisfied himself/herself regarding all matters contained in or arising from the agreement and the Purchaser will assume without enquiry or objection that all covenants in the agreement have been observed and performed and that any breach has been waived. The Purchaser will make no objection, requisition or claim for compensation or claim any right to rescind, terminate or delay settlement in regard to anything referred to or arising from the agreement. The Purchaser acknowledges that the Vendor may deliver to the Purchaser on settlement a photocopy only of the agreement.
- b) The Purchaser will after settlement observe and comply with the obligations on the Vendor's part contained in the agreement and agrees to indemnify the Vendor against any claim arising from the Purchaser's failure to observe the covenant hereinbefore contained and on the Purchaser's part to be performed.
- c) The Vendor and Purchaser agree that the Vendor is entitled to receive from the tenants any rent or outgoings payable by the tenants up to and including the settlement day.
- d) The Purchaser agrees to pay to the Vendor any amounts received by the Purchasers for such rent and outgoings for the period up to and including the settlement day.
- e) The Purchaser further agrees with the Vendor that if a tenant fails to pay any such rent or outgoings the Purchaser will at the request and cost of the Vendor issue and pursue legal proceeding against such tenant for the recovery of rent and/or outgoings.

This condition shall not merge on settlement.

2. IF THE PURCHASER IS A COMPANY:

The Guarantee referred to in General Condition 3 shall be in the form set out hereto.

.....

.....

DATED this day of 2020.

in the presence of: _____)

SIGNED SEALED AND DELIVERED by _____)
 _____)
 in the presence of: _____)

**VENDOR'S STATEMENT PURSUANT TO SECTION 32
OF THE SALE OF LAND ACT 1962**

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

VENDOR **ANTONIA MECOZZI**

PROPERTY **9 Dennis Avenue, Mildura**
(Being Lot 27 on Plan of Subdivision 122219 Parish of Mildura and being the land more particularly described in Certificate of Title Volume 09248 Folio 476).

1. FINANCIAL MATTERS

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

(a) Their amounts are as follows:

Authority	Amount	Interest (if any)
Mildura Rural City Council - per annum 2019/2020	1,958.20	
Lower Murray Water - per quarter 2020/2021	175.05	

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

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

1.2 Particulars of any Charges (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge.

Nil.

1.3 Terms Contract

This section 1.3 only applies if the vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

2.2 Owner-Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner builder within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence.

Not applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

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

To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

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

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge are as follows:

Nil.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

6. OWNERS CORPORATION

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

7.1 Work-in-Kind Agreement

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

7.2 GAIC Recording

The land is not affected by the GAIC.

8. SERVICES

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

- (a) telephone services

9. TITLE

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

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

11. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to the purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.

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

Date of this Statement: / /

Signature of the vendor:
Antonia Mecozzi

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

Date of this Acknowledgment: / /

Signature of the purchaser:

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

VOLUME 09248 FOLIO 476

Security no : 124084503080E
Produced 23/07/2020 04:52 PM

LAND DESCRIPTION

Lot 27 on Plan of Subdivision 122219.
PARENT TITLE Volume 09197 Folio 981
Created by instrument LP122219 26/10/1977

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

ANTONIA MECOZZI of ANGLE VALE RD VIRGINIA SOUTH AUSTRALIA 5120
V302421L 05/03/1998

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT J301229 09/01/1981

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

DIAGRAM LOCATION

SEE LP122219 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: 9 DENNIS AVENUE MILDURA VIC 3500

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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LP 122219

EDITION 3

APPROVED 10/6/77

2 SHEETS
SHEET 1

COLOUR CODE

E-1 = BLUE

E-2 = BROWN

APPROPRIATIONS

THE LAND COLOURED BLUE
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
DRAINAGE AND SEWERAGE

THE LAND COLOURED BROWN
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
CARRIAGEWAY AND DRAINAGE

ENCUMBRANCES

THE RESERVATIONS AND
CONDITIONS CONTAINED IN
TRANSFER NO. 284506 AFFECT
THE LAND IN THIS PLAN

AS TO THE LAND MARKED E-3
THE EASEMENT TO THE MILDURA
SEWERAGE AUTHORITY
CREATED IN G727977

NOTATIONS

REFERENCE MARKS ARE GALV
IRON PIPES

FOR DATUM SEE FIELDNOTES

PLAN OF SUBDIVISION OF

PART OF CROWN

PORTION ONE

PARISH : MILDURA

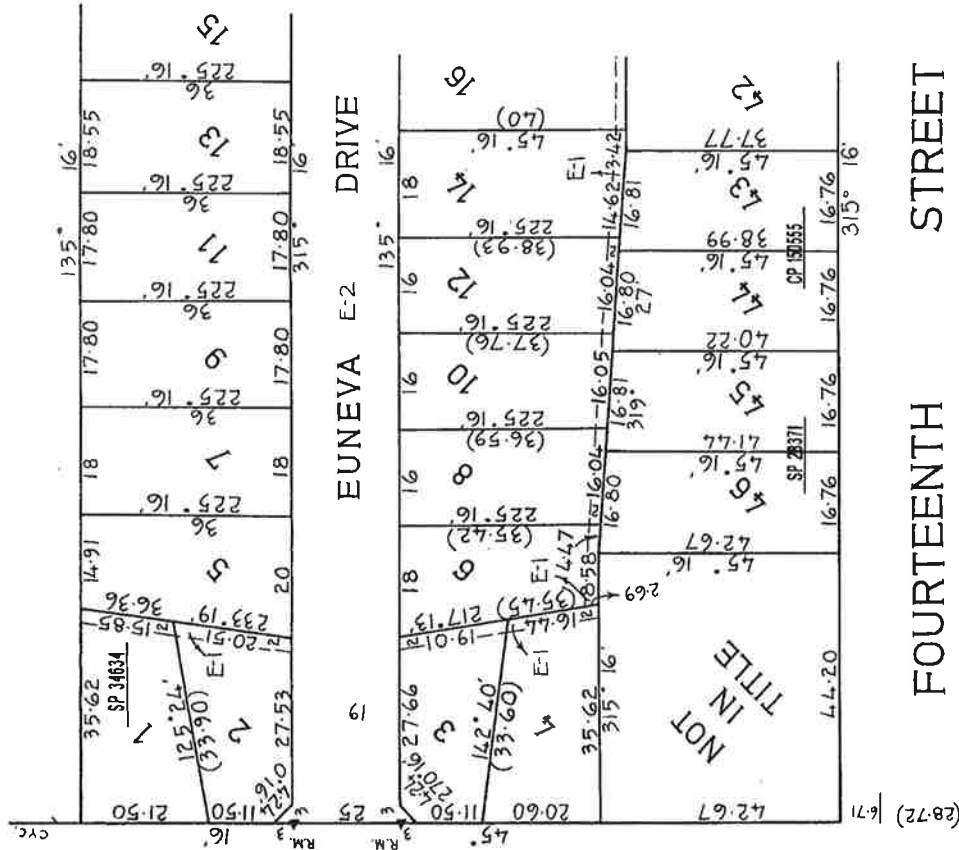
COUNTY : KARKAROOC

LENGTHS ARE IN METRES

VOL.9197 FOL.981

AVENUE

SAN MATEO



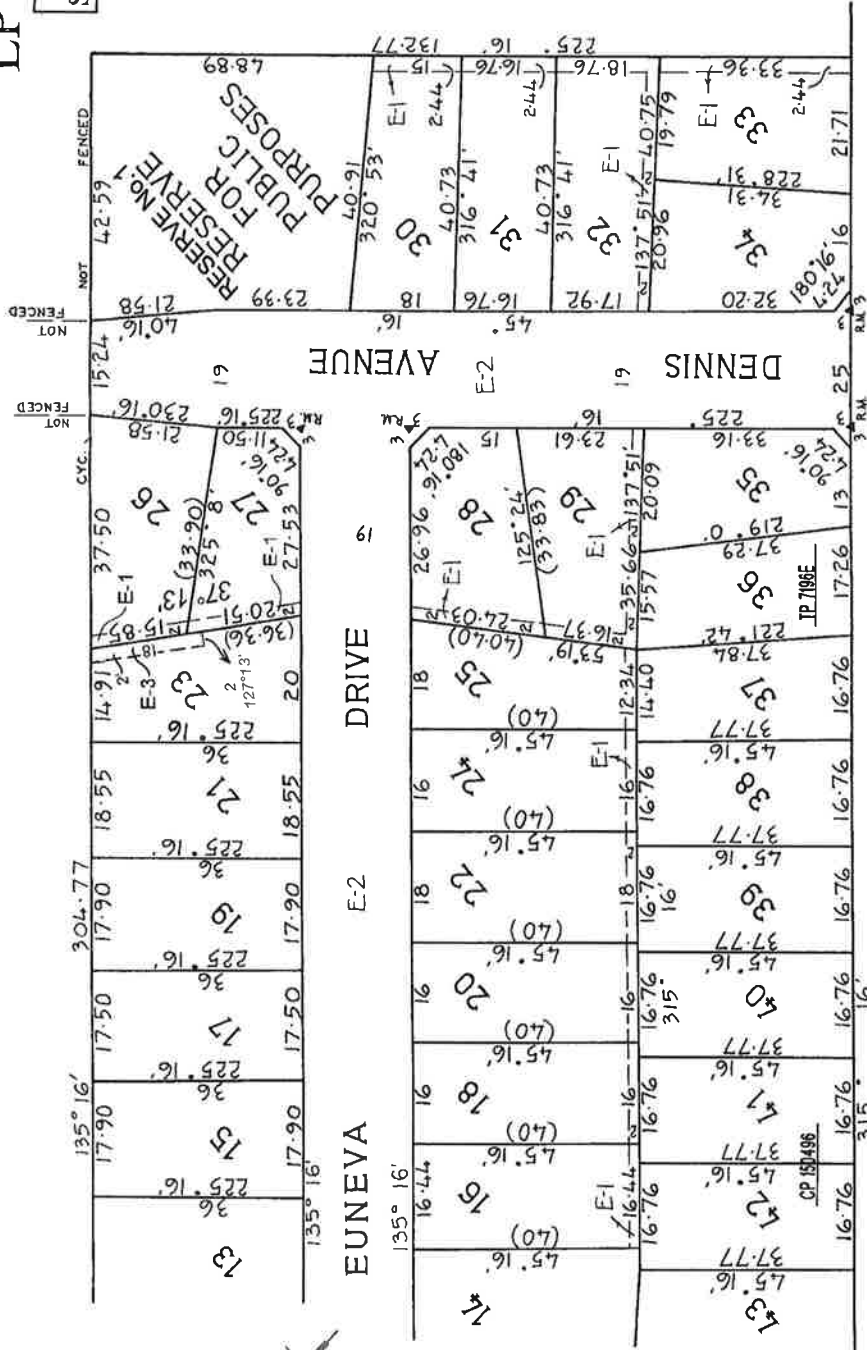
SEE SHEET 2

STREET

FOURTEENTH

LP 122219

2 SHEETS
SHEET 2



SEE SHEET 1

FOURTEENTH STREET

30.41

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

LP 122219

[illegible]

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COMMONWEALTH TRADING BANK OF AUSTRALIA

114
1350
M RT T

1201229

IRWIN & RICHARDS

SOLICITORS

MILDURA

1201229

09-17 788166 -9-JAN-81

TRANSFER OF LAND

B. J. READ HOLDINGS PROPRIETARY LIMITED of 241 Cureton Avenue Mildura in the State of Victoria being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of SIXTY THOUSAND DOLLARS (\$60,000.00) paid to it by ANTONIO MAMMONE and NICOLINA MAMMONE both of Gol Gol in the State of New South Wales Horticulturists DO HEREBY TRANSFER to the said ANTONIO MAMMONE and NICOLINA MAMMONE as Joint Tenants all its estate and interest in ALL THAT piece of land being Lot 27 on Plan of Subdivision No. 122219 Parish of Mildura County of Karkaroc and being the whole of the land more particularly described in Certificate of Title Volume 9248 Folio 476 and the said Transferors do hereby as separate covenants COVENANT with the said B. J. READ HOLDINGS PROPRIETARY LIMITED and other registered proprietor or proprietors for the time being of the lots in the building scheme comprised in the said subdivision plan and every part thereof (other than the land hereby transferred) as follows:

That they will not at any time erect, construct or build or cause to be erected or constructed or built or allow to remain erected or constructed or built on the said lot, or any part thereof any dwelling house (except for the usual outbuildings) with exterior walls of any material other than brick, brick veneer, stone, terra cotta block, solid or hollow concrete block or other similar building unit or a combination of same laid up unit by unit and set in mortar

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

DATED this 18th day of December 1980

THE COMMON SEAL of B. J. READ HOLDINGS PROPRIETARY LIMITED was hereunto affixed in the presence of:

E. J. Read Director
B. J. Read Secretary

SIGNED by the said ANTONIO MAMMONE and NICOLINA MAMMONE in Victoria in the presence of:

ENCUMBRANCES REFERRED TO:

As to any land coloured Blue: Any Easements implied under Section 98 of TLA Reservations & Conditions in Transfer 264506.



1201229-1-7

A memorandum of the within instrument has been entered in the Register Book.



150240 27093

11/1/81 11:11:30



J.W.
13-2-81

DATED

B.J. READ HOLDINGS PROPRIETARY
LIMITED

- and -

A. & N. MAMMONE

TRANSFER OF LAND

IRWIN & RICHARDS,
SOLICITORS,
63 DEAKIN AVENUE,
MILDURA, 3500. (23 0169)
CL:CC

Property Report from www.land.vic.gov.au on 24 July 2020 10:11 AM

Address: 9 DENNIS AVENUE MILDURA 3500

Lot and Plan Number: Lot 27 LP122219

Standard Parcel Identifier (SPI): 27\LP122219

Local Government (Council): MILDURA **Council Property Number:** 1714

Directory Reference: VicRoads 535 O9

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



Area: 548 sq. m

Perimeter: 98 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

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

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MILDURA

Utilities

Rural Water Corporation: Lower Murray Water

Urban Water Corporation: Lower Murray Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: SPECIFIC CONTROLS OVERLAY (SCO)
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 22 July 2020.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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

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

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 24 July 2020 10:12 AM

PROPERTY DETAILS

Address: **9 DENNIS AVENUE MILDURA 3500**
Lot and Plan Number: **Lot 27 LP122219**
Standard Parcel Identifier (SPI): **27\LP122219**
Local Government Area (Council): **MILDURA**
Council Property Number: **1714**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 535 09**

www.mildura.vic.gov.au

[Planning Scheme - Mildura](#)

UTILITIES

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

[View location in VicPlan](#)

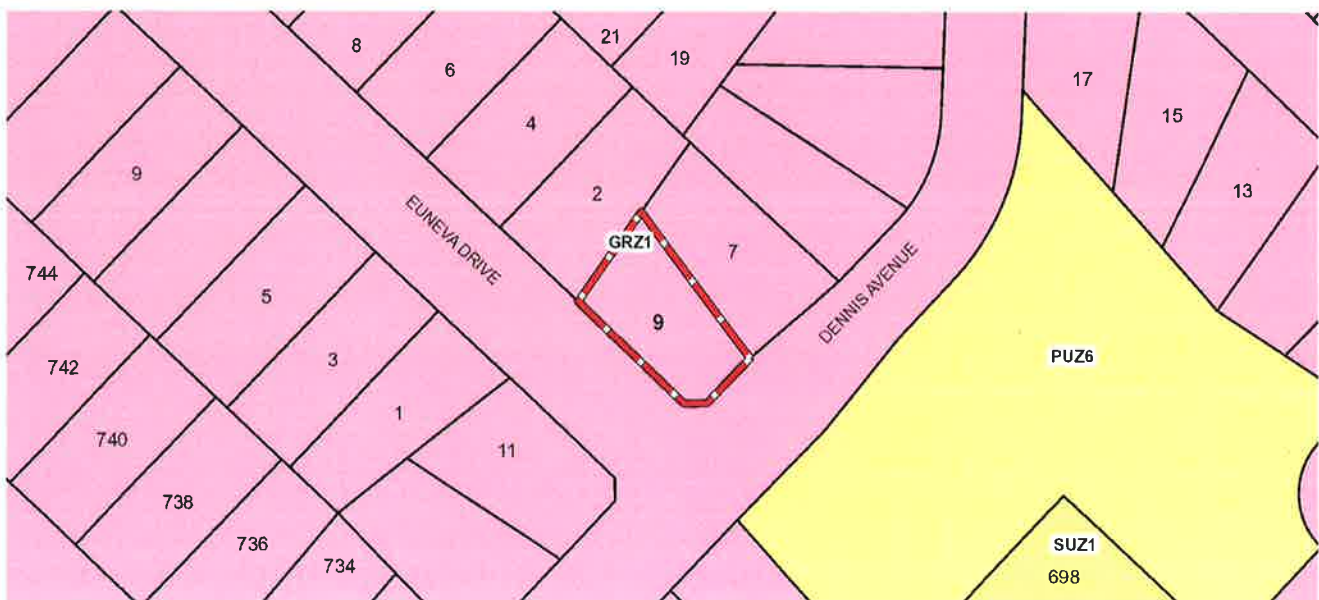
STATE ELECTORATES

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

Planning Zones

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

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



GRZ - General Residential

PUZ6 - Public Use-Local Government

SUZ1 - Special Use

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

Planning Overlay

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



 SCO - Specific Controls

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

Further Planning Information

Planning scheme data last updated on 22 July 2020.

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 <https://mapshare.maps.vic.gov.au/vicplan>

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

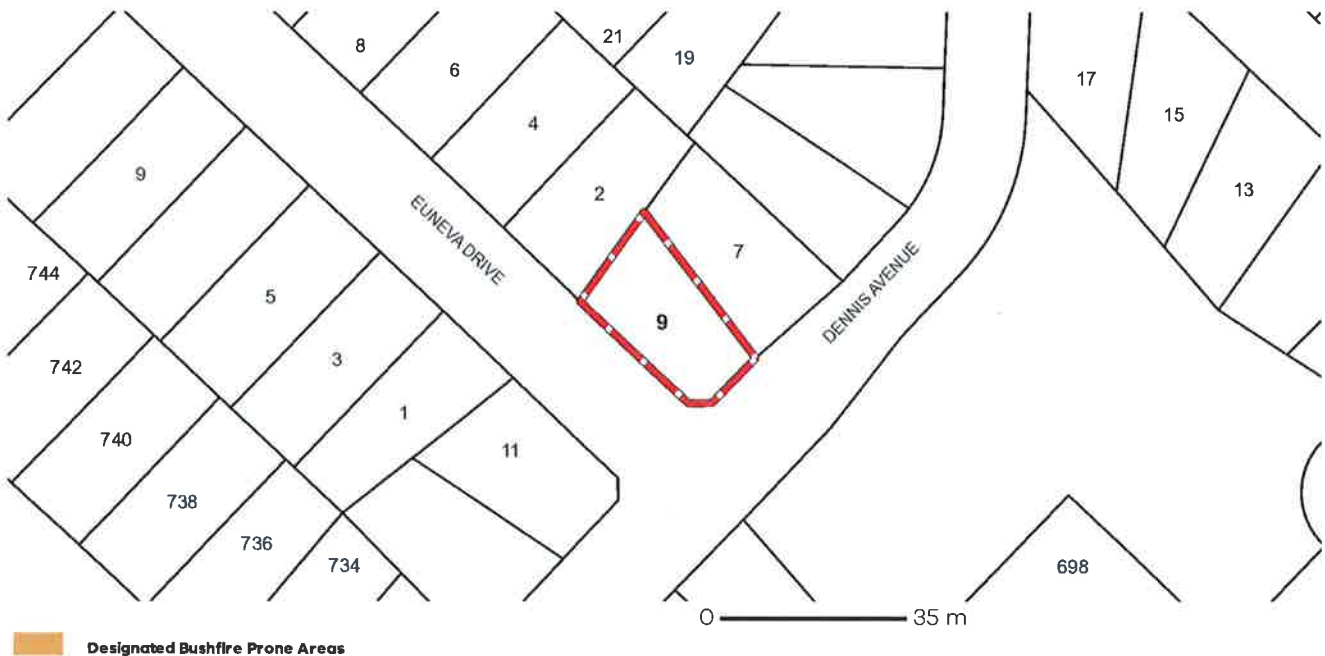
PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Designated Bushfire Prone Areas

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 <https://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 <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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



Collie & Tierney

This is a lease renewal of the premises with the new lease period agreement made on the 05 day of August 2017 At 67 Lime Avenue, Mildura Vic 3500

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

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

TENANT (1): Name: Paul Setis-Coslovich
(A.B.N. if tenant is a company):
Address: 9 Dennis Avenue, Mildura VIC 3500

TENANT (2): Name: Shannon York
Address: 9 Dennis Avenue, Mildura VIC 3500

TENANT (3): Name:
Address:

TENANT (4): Name:
Address:

entered 14/4

PREMISES: 9 Dennis Avenue, Mildura VIC 3500
(*Together with those items indicated in the condition report)

RENT: The rental amount is \$260.00 Per week.
The date the first payment is due is Saturday, 5 August 2017

BOND: A bond has been paid of \$1048.00 to the landlord/agent on 5 August 2017
In accordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME:	AMOUNT:
NAME:	AMOUNT:
NAME:	AMOUNT:

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

PERIOD: Renewal Term: 12 Months
Original Lease Start Date: Saturday, 5 August 2017
Renewal Start Date: Wednesday, 8 April 2020
Termination Date: Wednesday, 7 April 2021

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

OR

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

SIGNED: By the Landlord/Agent:

S. Connolly

In presence of

[Signature]

(Witness)

SIGNED: By the Tenant/s

Paul & Shannon Seitis-Coslovich

In the presence of

[Signature]

[Signature]

(Witness)

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

GUARANTEE: To the within names landlord _____

I/We _____

of _____

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

By the Guarantor in the presence of: _____ (Witness)

Due diligence checklist

What you need to know before buying a residential property

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

DATED

2020

ANTONIA MECOZZI

VENDOR'S STATEMENT

Property
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