

SECTION 32 STATEMENT

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

Vendor: **Zubair Shahzad and Afshin Haider**

Property: **8 Quail Court 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
8 QUAIL COURT 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
Mildura Rural City Council	\$1,987.36	Per annum
Lower Murray Water	\$ 194.97	Per quarter

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- 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 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*);~~

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8 QUAIL COURT MILDURA VIC 3500

- ~~— any certificate of release from liability to pay;~~
- ~~— 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.

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8 QUAIL COURT MILDURA VIC 3500

- (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 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

/ /20 23

Name of the Vendor

Zubair Shahzad and Afshin Haider

Signature/s of the Vendor

<div style="display: flex; align-items: center;"><div style="margin-right: 10px;">x</div><div><div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"></div><div style="margin-left: 5px;"><small>DocuSigned by:</small> <small>E9AFF801D5FC4C2...</small> 29/8/2023</div></div></div>	<div style="display: flex; align-items: center;"><div style="margin-right: 10px;"></div><div><div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"></div><div style="margin-left: 5px;"><small>DocuSigned by:</small> <small>E68C7415E0B74EA...</small> 29/8/2023</div></div></div>
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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 23

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 9477 Folio 481

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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 09477 FOLIO 481

Security no : 124108661241J
Produced 28/08/2023 03:43 PM

LAND DESCRIPTION

Lot 12 on Plan of Subdivision 138630.
PARENT TITLE Volume 09424 Folio 757
Created by instrument LP138630 30/08/1982

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ZUBAIR SHAHZAD
AFSHIN HAIDER both of 70 SIRIUS COURT MILDURA VIC 3500
AF878027Q 30/05/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK902985N 15/02/2014
PERPETUAL LTD

COVENANT K823323C 29/03/1984

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 LP138630 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: 8 QUAIL COURT MILDURA VIC 3500

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 28/08/2023, for Order Number 80900141. Your reference: WW:262-23.**

Delivered by LANDATA®, timestamp 28/08/2023 15:44 Page 1 of 2
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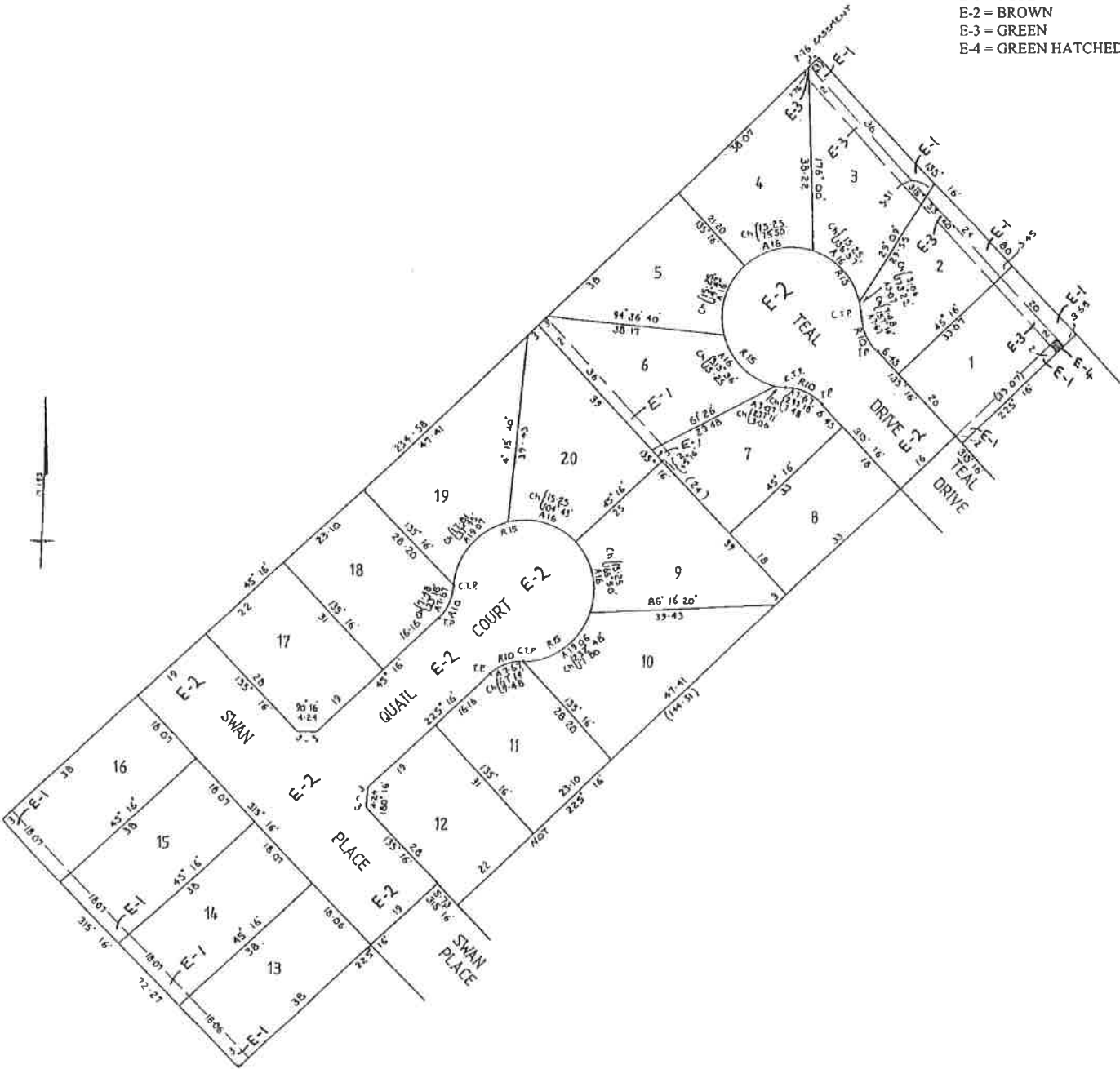
LP138630
EDITION 2
APPROVED 19/ 3 /82

PLAN OF SUBDIVISION OF PART OF CROWN PORTION 2 PARISH : MILDURA COUNTY : KARKAROOOC  V 94214 F 757	CONSENT OF COUNCIL	SURVEYORS CERTIFICATION	APPROPRIATIONS
			BROWN - WAY & DRAINAGE BLUE & GREEN HATCHED - DRAINAGE & SEWERAGE GREEN & GREEN HATCHED - WATER SUPPLY
			ENCUMBRANCES AND OTHER NOTATIONS FOR REFERENCE MARKS AND DATUM SEE FIELDNOTES. THE LAND COLOURED GREEN & GREEN HATCHED IS FURTHER ENCUMBERED FOR WATER SUPPLY VIDE L.P. 133819 THE LAND COLOURED GREEN HATCHED AND PART OF THE LAND COLOURED BLUE IS FURTHER ENCUMBERED FOR DRAINAGE AND SEWERAGE VIDE L.P. 175186 PART OF THE LAND COLOURED BLUE IS FURTHER ENCUMBERED FOR DRAINAGE & SEWERAGE VIDE L.P. 138090 & L.P. 137836

ENCUMBRANCES

THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 292052 AFFECTS THE LAND IN THIS PLAN

COLOUR CODE
E-1 = BLUE
E-2 = BROWN
E-3 = GREEN
E-4 = GREEN HATCHED



RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

LP 138630

[illegible]

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Commonwealth Trading Bank of Australia

CONVERTED

HILLARDS

SOLICITORS

K823323
MILDURA

REGD

* * * * 80.00 B RT T

09-13 371555 MAR29-04

VICTORIA

FREEHOLD

TRANSFER OF LAND



DK823323C-1-9

BRIARLEY PARK ESTATE PROPRIETARY LIMITED of 133 Langtree Avenue Mildura 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

o it by PAUL MAXWELL

DEAN and SHARON LEE DEAN both of Lot 3 Kilburn Court, Mildura

Builders DO HEREBY TRANSFER to the said PAUL MAXWELL DEAN and SHARON LEE DEAN as joint tenants all its estate and interest in

ALL THAT piece of land being the whole of the land more particularly described in Certificate of Title Volume 9477

Folio 481 AND THE SAID PAUL MAXWELL DEAN and SHARON LEE DEAN

for themselves and their transferees the registered proprietors for the time being of the land hereby transferred and of every part thereof DO HEREBY as a separate covenant COVENANT with the said BRIARLEY PARK ESTATE PROPRIETARY LIMITED and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and of 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 land 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

THAT the benefit of the foregoing covenant shall be attached 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

NOV-4-83 440752 75759

LEA 101 ***238-00



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

12/11

34

- 2 -

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 land and every part thereof as an encumbrance affecting the said land and every part thereof.

DATED this 31st day of October 1983.

THE COMMON SEAL of BRIARLEY PARK)
ESTATE PROPRIETARY LIMITED was)
hereunto affixed in the presence)
of:)



..... [Signature] Director

..... [Signature] Secretary

SIGNED by the said PAUL MAXWELL)
DEAN and SHARON LEE DEAN in)
Victoria in the presence of:)

[Signature]

[Signature]

[Signature]

ENCUMBRANCES REFERRED TO:

The encumbrances (if any) appearing on the said Certificate of Title and affecting the said land.

The Reservations and Conditions contained in Transfer No. 292052.

DATED 198

BRIARLEY PARK
ESTATE PTY. LTD.

- to -

P.M. & S.L. DEAN

TRANSFER OF LAND

HILLARDS, Solicitors,
71 Deakin Avenue,
MILDURA. 3500
DX 50007, MILDURA.
(050) 23 0528
AK:JM



DK823323C-2-6

[illegible]

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 24 August 2023 02:56 PM

PROPERTY DETAILS

Address: 8 QUAIL COURT MILDURA 3500
Lot and Plan Number: Lot 12 LP138630
Standard Parcel Identifier (SPI): 12\LP138630
Local Government Area (Council): MILDURA
Council Property Number: 8354
Planning Scheme: Mildura
Directory Reference: Vicroads 535 M6

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

STATE ELECTORATES

Legislative Council: NORTHERN VICTORIA
Legislative Assembly: MILDURA

OTHER

Registered Aboriginal Party: First People of the Millewa-Mallee

[view location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

PLANNING PROPERTY REPORT

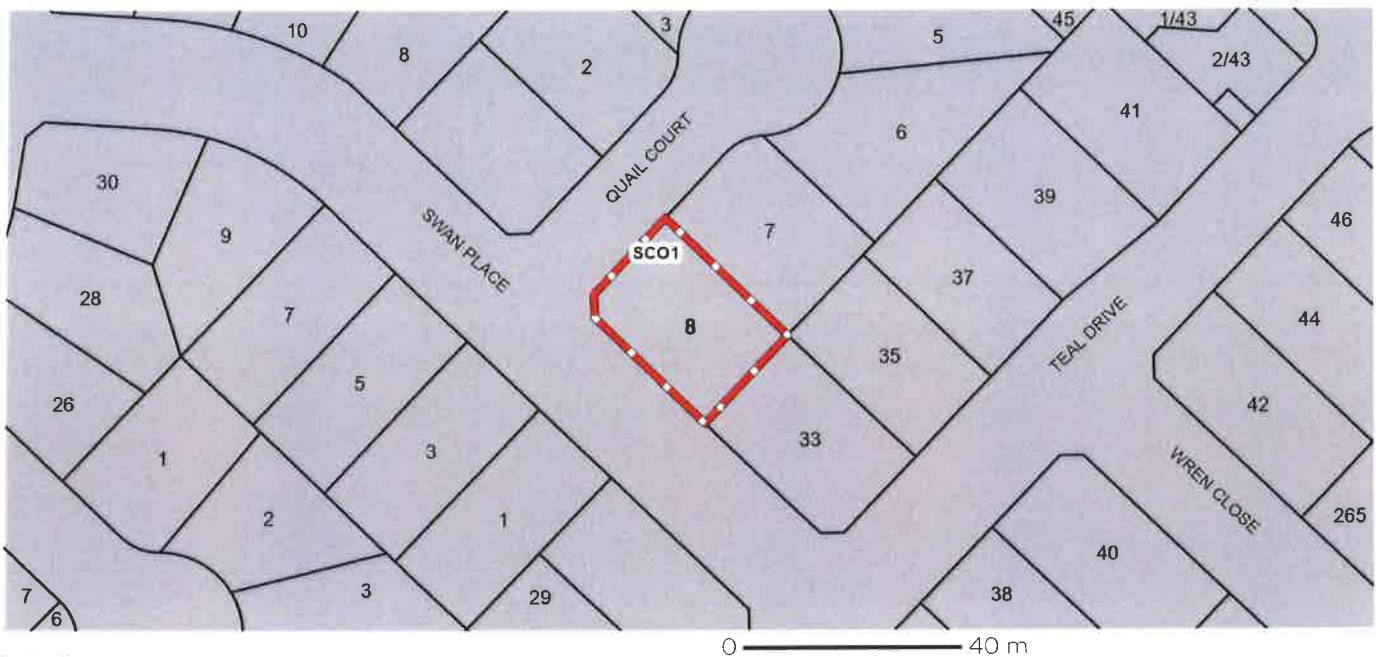


Environment,
Land, Water
and Planning

Planning Overlay

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - PS MAP REF SCO1 SCHEDULE E (SCO1)



SCO - Specific Controls Overlay

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 23 August 2023.

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>

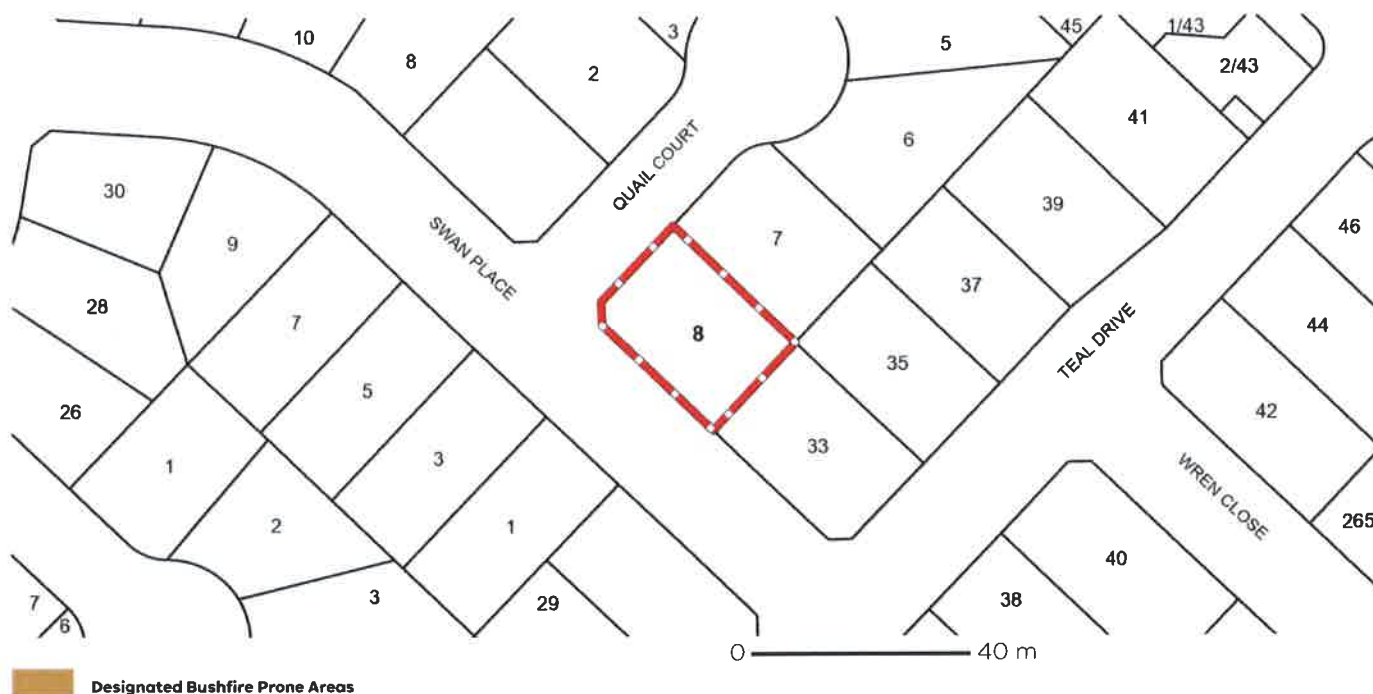
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

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>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#).

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)



Mildura Rural City Council

Rate and Valuation Notice

For the period 1 July 2023 to 30 June 2024



Mr Z Shahzad & Ms A Haider
8 Quail Court
MILDURA VIC 3500



033
1010228
R2_4509

Tax Invoice

ABN 42 498 937 037

Assessment No: 8354

Date of Issue: 9 August 2023

PROPERTY LOCATION - DESCRIPTION - VALUATIONS

8 Quail Court MILDURA VIC 3500

Lot 12 PS 138630 Sec 16 Blk E

AVPCC: 110 - Detached Home

Capital Improved Value: :

Site Value:

Net Annual Value: Valuation Date: 1 January 2023

RATES - CHARGES - STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Balance B/Fwd as at 01/07/2023			\$2.77
Residential Rate	0.00466561	294000	\$1,371.69
Waste Management	477.15	1	\$477.15
Residential Fire Levy (Fixed)	125.00	1	\$125.00
Residential Fire Levy (Variable)	0.000046	294000	\$13.52

OPTION 1

Pay by Instalments
Instalment 1 of 4

\$496.84

Instalment 1 **\$496.84**
Due 30 September 2023

Instalment 2 **\$496.84**
Due 30 November 2023

Instalment 3 **\$496.84**
Due 28 February 2024

Instalment 4 **\$496.84**
Due 31 May 2024

OPTION 2

Pay in Full
Due 15 February 2024

\$1,987.36

If you do not make full payment of the 1st instalment by the due date, your account will automatically switch to the Pay in Full option, and you will no longer receive reminder notices. Refer to the next page for details regarding penalties for late payment.

TOTAL AMOUNT**\$1,990.13**

WIN UP TO \$2000 OFF YOUR RATES

Register for eNotices by 30 September for your chance to win! Anyone already registered will automatically go in the draw.



eNotices

Your eNotices Reference Number:

16B08B463Z

mildura.enotices.com.au/login

Payment Slip

Tear off this slip and return it with your payment

Mr Z Shahzad & Ms A Haider
8 Quail Court MILDURA VIC 3500
Assessment No: 8354

1st Instalment: \$496.84**Or Pay in Full: \$1,987.36**

Bill code: 93922
Ref: 0083543

Mobile & Internet Banking - BPAY®
Make this payment from your preferred bank account

ATTENTION:

Your BPAY Reference Number has been updated and now consists of 7 digits

© Registered to BPAY Pty Ltd ABN 69 079 137 518

Internal Use Only



Call Centre: 1800 808 830
(incl. 24 Hour Faults & Emergencies)



lmw.vic.gov.au
E contactus@lmw.vic.gov.au

URBAN ACCOUNT

Date Of Issue 11/07/2023



556321-001 010247(22977) D033
MR Z SHAHZAD & MS A HAIDER
8 QUAIL COURT
MILDURA VIC 3500

Reference No: 009476

Amount Due: \$352.02

Due Date: 18-AUG-2023

Tariffs and Charges Notice
1st Quarter 2023/24
01/07/2023 - 30/09/2023

POST *850 700094766

Property Address : 8 QUAIL COURT MILDURA VIC 3500 (Prop:9476) - Urban Account
Lot 12 LP 138630 Blk E Sec 16 Vol 9477 Fol 481

	Charge	Balance
Water Service Tariff	58.01	58.01
Water by Measure Chg-Info on reverse	157.05	157.05
Sewerage Service Tariff	136.96	136.96

TOTAL OWING \$352.02



Payments/Credits since last Notice \$442.76
New rates have come into effect on this account from 1 July 2023. For info go to lmw.vic.gov.au

Payment Slip - Methods of Payment
Online at lmw.vic.gov.au - Pay your Account

009476
8 QUAIL COURT MILDURA VIC 3500 (Prop:9476) - Urban Account



Direct Debit
Please contact your local office



Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payment. Simply call our Call Centre 1800 808 830



Billpay Code: 0850
Ref: 7000 9476 6

Pay in person at any Post Office



Biller Code: 78477
Ref: 7000 9476 6

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



*850 700094766

\$352.02



Biller Code: 78477
Ref: 7000 9476 6

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

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

BPAY View Registration No: 7000 9476 6

Amount Due

\$352.02

Payment Ref: 7000 9476 6

By Phone

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

See reverse for In Person and By Mail options.



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](https://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.