

**THE FOLLOWING CONDITIONS SHALL FORM PART OF ANY CONTRACT NOTE TO WHICH THIS VENDORS STATEMENT IS ANNEXED AND SUBSEQUENTLY ENTERED INTO BETWEEN THE VENDOR AND ANY PURCHASER. THESE CONDITIONS SHALL TAKE EFFECT NOTWITHSTANDING ANY CONFLICTING STANDARD CONDITIONS SET OUT IN OR INCORPORATED BY REFERENCE TO THE CONTRACT NOTE.**

- 1.1 The Vendor shall at settlement transfer to the Purchaser the following :-
  - (i) delivery share licence held in association with the land hereby sold.
  - (ii) water use licence (WUL016883 including 36.4 megalitres AUL) held in association with the land hereby sold.
- 1.2 Each party must do all things and sign all documents reasonably required in order to give effect to Special Condition 1.1. The Purchaser must sign any Application form and Transfer form and submit it to the Vendors Solicitor fourteen (14) days prior to settlement. The Vendor shall pay any application fee relating to the transfer of water share to the relevant water authority, the Purchaser shall pay any other application fee to the relevant authority and any registration fee to the Victorian Water Register.
- 1.3 The parties agree that they shall comply with any requirements or requisitions of the Water Registrar and the relevant Authority to give effect to Special Condition 1.1.
- 1.4 The Vendors water share, water allocations and carry over entitlements are not included in this sale and shall be retained by the Vendors.
- 1.5 This Special Condition shall not merge on settlement but shall continue to enure for the benefit of the parties.



# MALONEY ANDERSON LEGAL

## **VENDOR'S STATEMENT**

Statement by Vendor of matters affecting Real Estate being sold to  
a Purchaser pursuant to Section 32 of The Sale of Land Act, 1962

### **PROPERTY:**

**856 – 874 Etiwanda Avenue, Mildura, Victoria 3500**

### **VENDOR:**

**Mehmet & Naile Secer and Elmas Demirci**

**Maloney Anderson Legal  
Solicitors**

**43 Deakin Avenue  
MILDURA VIC 3500**

**Tel: 03 5021 6200**

**Fax: 03 5021 6299**

**Ref: JR 22-2221**

**VENDOR STATEMENT**  
**TO THE PURCHASER OF REAL ESTATE**  
**PURSUANT TO SECTION 32 OF THE**  
**SALE OF LAND ACT 1962 (VIC) (“the Act”)**  
**as at 1 October 2014**

LAND

**856 – 874, Etiwanda Avenue, Mildura, Victoria, 3500, being the land contained in Lot 1 on Title Plan 705060P as more particularly described in Certificate of Title Volume 03656 Folio 160.**

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

The vendor must sign this statement and give it to the purchaser prior to the purchaser signing the contract. The vendor may sign this statement to be given to the purchaser by electronic signature.

**VENDOR**

**Mehmet & Naile Secer and Elmas Demirci.**

Signature of the Vendor

---

DATE OF THIS STATEMENT            /            /20\_\_

The Purchaser acknowledges being given this statement signed by the Vendor together with the attached documents before the Purchaser signed any contract.

**PURCHASER**

Signature of the Purchaser

---

DATE OF ACKNOWLEDGEMENT        /            /20\_\_

## 1. FINANCIAL MATTERS

### 1.1 Land subject to a mortgage

Not Applicable.

### 1.2 Any Charge

Not Applicable.

### 1.3 Rates, taxes, charges or other similar outgoings

Particulars of any rates, taxes, charges or other similar outgoings affecting the land (and any interest payable on any part of them):

(a) Their total does not exceed \$11,000.00

(b) Their amounts are as follows:

	Authority	Amount	Interest (if any)
(1)	Lower Murray Water	See Attached.	NIL
(2)	Mildura Rural City Council	See Attached.	NIL

TOTAL

(c) There are no charges or outgoings for which the Purchaser may become liable as a consequence of the sale and which the Vendor might reasonably be expected to have knowledge<sup>1</sup>, which are not included in items 1.3 (a), (b) or (c) above; other than any specified as follows:

(i) If the rates, taxes and charges are also in respect of other land, any additional amount resulting from the assessment of a separate rate, tax or charge for the property after the sale.

(ii) Water consumption.

### 1.4 Terms Contract

Not Applicable.

## 2. INSURANCE DETAILS

Not Applicable.

## 3. LAND USE

### 3.1 Easement, covenant or other similar restriction affecting the land

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

is set out in the attached copies of title document(s).

(b) Particulars of any existing failure to comply with the terms of that easement, covenant or other similar restrictions are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat or other similar restrictions.

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<sup>1</sup> Other than any GST payable in accordance with the contract.

### 3.2 Designated bushfire prone area

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

### 3.3 Road access

There is access to the property by road.

### 3.4 Planning scheme

(a) The required specified information is as follows:

Name of planning scheme	<u>Mildura Rural Planning Scheme.</u>
Name of responsible authority	<u>Mildura Rural Planning Scheme.</u>
Zoning of the land	<u>See Attached Planning Property Report.</u>
Name of planning overlay	<u>See Attached Planning Property Report.</u>

## 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:

Other than the usual rate notices NONE TO THE KNOWLEDGE OF THE VENDOR however the Vendor has no means of knowing all decisions of public authorities and government departments unless communicated to the Vendor.

### 4.2 Agricultural purposes

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.

Details of 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 are as follows:

### 4.3 Land acquisition

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

Other than the usual rate notices NONE TO THE KNOWLEDGE OF THE VENDOR however the Vendor has no means of knowing all decisions of public authorities and government departments unless communicated to the Vendor.

## 5. BUILDING PERMITS

Not Applicable.

## 6. OWNERS CORPORATION

Not Applicable.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”) DETAILS

Not Applicable.

## 8. SERVICES

The following services are not connected to the land:

- electricity supply
- gas supply
- water supply
- sewerage
- telephone services

## 9. TITLE

Copies of the following documents are attached:

### 9.1 Registered Title (*Transfer of Land Act 1958*)

A Register Search Statement and the document, or part of the document referred to as the diagram location in the Register Search Statement that identifies the land and its location.

## 10. SUBDIVISION

Not Applicable.

## 11. DISCLOSURE OF ENERGY INFORMATION

Not Applicable.

## 12. DUE DILIGENCE CHECKLIST

The Vendor or the Vendor’s licensed estate agent must ensure that a prescribed due diligence checklist is made available before the land is offered for sale to any prospective purchaser from the time the land for sale that is vacant residential land or land on which there is a residence.

The provision or attachment of the due diligence checklist to Vendor Statement is not required but may be attached as a matter of convenience.

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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 03656 FOLIO 160

Security no : 124102822497U  
Produced 20/12/2022 03:05 PM

LAND DESCRIPTION

Lot 1 on Title Plan 705060P.  
PARENT TITLE Volume 02520 Folio 916  
Created by instrument 696855 21/10/1912

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 2 equal undivided shares

Joint Proprietors

MEHMET SECER

NAILE SECER both of "BLOCK 114" COWANNA AVENUE SOUTH MERBEIN VIC 3496

AF321537Y 06/09/2007

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

ELMAS DEMIRCI of 19 CRUMP ROAD CARDROSS VIC 3496

AT602189J 14/09/2020

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.

DIAGRAM LOCATION

SEE TP705060P 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: 856-874 ETIWANDA AVENUE MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 19747K MALONEY ANDERSON LEGAL  
Effective from 14/09/2020

DOCUMENT END

The information supplied by Lexis Nexis has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

<b>TITLE PLAN</b>	<b>EDITION 1</b>	<b>TP 705060P</b>						
Location of Land Parish: MILDURA Township: Section: Crown Allotment: Crown Portion: 2 (PT)  Last Plan Reference: LP2380 Derived From: VOL 3656 FOL 160 Depth Limitation: NIL	Notations  ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN							
Description of Land / Easement Information <b>ENCUMBRANCES REFERRED TO:</b> THE RESERVATIONS AND CONDITIONS contained in ---- Instrument of Transfer Numbered 345967 in the --- Register Book -----		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 01/12/2003 VERIFIED: L.S.						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">TABLE OF PARCEL IDENTIFIERS</th> </tr> <tr> <td colspan="2" style="font-size: small;">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td> </tr> <tr> <td colspan="2" style="font-size: small;">PARCEL 1 = LOT 10 SECTION 47 BLOCK F ON LP2380</td> </tr> </table>			TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = LOT 10 SECTION 47 BLOCK F ON LP2380	
TABLE OF PARCEL IDENTIFIERS								
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962								
PARCEL 1 = LOT 10 SECTION 47 BLOCK F ON LP2380								
LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets						





Mrs E Demirci & Mr M & Mrs N Secer  
PO Box 1020  
IRYMPLE VIC 3498



231  
00000000  
90 12240

**Total Rates & Charges For this Year**  
**\$5,982.17**  
Refer below for payment options

# Rate and Valuation Notice

1 July 2022 to 30 June 2023

**Property Location & Description**  
856-874 Etiwanda Avenue MILDURA VIC 3500  
Lot 1 TP 705060P Sec 47 Blk F

AVPCC: 117 - Residential Rural/Rural Lifestyle

### RATING DETAILS

Residential Rate  
Waste Management

### VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

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

Assessment No: 16598  
Issue Date 26 July 2022  
Rate declaration date: 1 July 2022  
Capital Improved Value: [REDACTED]  
Site Value: [REDACTED]  
Net Annual Value: [REDACTED]  
Valuation Date: 1 January 2022

[REDACTED] [REDACTED] [REDACTED]  
[REDACTED] [REDACTED] [REDACTED]

**TOTAL AMOUNT**

**\$5,982.17**

<b>Payment in full</b> Due 15 Feb 2023 \$5,982.17	Or	<b>1st Instalment</b>	<b>2nd Instalment</b>	<b>3rd Instalment</b>	<b>4th Instalment</b>
		Due 30 Sep 2022 \$1,495.55	Due 30 Nov 2022 \$1,495.54	Due 28 Feb 2023 \$1,495.54	Due 31 May 2023 \$1,495.54

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

Mrs E Demirci & Mr M & Mrs N Secer  
856-874 Etiwanda Avenue MILDURA VIC 3500  
Assessment No: 16598  
Payment in Full: \$5,982.17  
Or 1st Instalment: \$1,495.55



Billers code: 93922  
Ref: 165985

POSTbillpay



Full Payment \*41 165985



Post Biller code: 0041  
Billpay Ref: 165985

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



BPAY in a shop, online or phone banking  
BPAY View@ home or in a shop using internet banking

Call Centre: 1800 808 830



lmw.vic.gov.au  
URBAN ACCOUNT



498834 001 00326275231 0033  
MRS E DEMIRCI  
MR M & MRS N SECER  
PO BOX 1020  
IRYMPLE VIC 3498

Reference No: 003111

Amount Due: \$53.86

Due Date: 11-NOV-2022

Tariffs used: 1100031115  
2nd Quarter 2022-23  
1-10-2022 - 31-12-2022

POST 1850 700031115

Property Address: 856-874 ETIWANDA AVENUE MILDURA VIC 3500 (Prop 3111) - Urban Account  
Lot 1 TP 705060P Vol 3656 Fol 160

Water Service Tariff

Charge  
\$3.86

Charge  
\$5.00

TOTAL OWING

\$53.86



Payments/Credits since last Notice \$53.86

Payment Slip - Methods of Payment  
Online at [lmw.vic.gov.au](http://lmw.vic.gov.au) - Pay your Account

003111  
856-874 ETIWANDA AVENUE MILDURA VIC 3500 (Prop 3111) - Urban Account

Direct Debit

Centrepay

Billpay Code: 0850  
Ref: 7000 3111 5

Bill Code: 78477  
Ref: 7000 3111 5



\*850 700031115 \$53.86

BPAY logo  
Biller Code: 78477  
Ref: 7000 3111 5  
BPAY - M1  
BPAY View  
BPAY View

Amount Due \$53.86



Call Centre: 1800 808 830  
 (incl. 24 hour faults & Emergencies)



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

RURAL ACCOUNT  
 Date Of Issue: 10/10/2022



500151-001 001352(3287) 0033  
**MRS E DEMIRCI &  
 MR M SECER & MRS N SECER**  
 PO BOX 1020  
 IRYMPLE VIC 3498

Reference No: 057277  
 Amount Due: \$770.26  
 Due Date: 18-NOV-2022

Tariffs and Charges Notice  
 2nd Quarter 2022/23 0  
 1/10/2022 - 31/12/2022

POST \*850 700572779

Property Address - 856-874 ETIWANDA AVENUE MILDURA VIC 3500 (Prop 57277) - Rural Account  
 Lot 1 TP 705060P Vol 3656 Fol 160

Charge	MUOS	Balance
Service Charge (Quarterly)	25 00	25 00
Delivery Share Fee Irrigation (Qtr)	679 97	679 97
Property Drainage (per Del Share)(Qtr)	65 29	65 29

**TOTAL OWING \$770.26**

Payments/Credits since last Notice \$770.26  
 These services are GST free. The next Quarterly Notice will be mailed Jan 2023 - due late Feb  
 Interest charges will accrue at a rate of 5.3% pa against any outstanding ARREARS and/or current charges not paid by the due date as shown above  
 Exemptions apply



**Payment Slip - Methods of Payment**  
 Online at [lmw.vic.gov.au](http://lmw.vic.gov.au) - Pay your Account

057277/5583808  
 856-874 ETIWANDA AVENUE MILDURA VIC 3500  
 Account



\*850 700572779 \$770.26

**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: 7005 7277 0**  
 Pay in person at any Post Office

**Bill Code: 78477**  
**Ref: 7005 7277 0**

Direct your bank or financial institution to make this payment if using a debit card or transaction account. More info below

**B** **Bill Code: 78477**  
**PAY** **Ref: 7005 7277 0**

BPAY\* - MyGov\* payments service for phone/bills only  
 BPAY View\* - MyGov\* payments service for bills/bills only  
 BPAY View\* - MyGov\* payments service for bills/bills only

Amount Due **\$770.26**



# COPY OF RECORD IN THE VICTORIAN WATER REGISTER

## WATER-USE LICENCE

### *Water Act 1989*

*The information in this copy of record is as recorded at the time of printing. Current information should be obtained by a search of the register. The State of Victoria does not warrant the accuracy or completeness of this information and accepts no responsibility for any subsequent release, publication or reproduction of this information.*

*Water-use licence WUL016883 does not remove the need to apply for any authorisation or permission necessary under any other Act of Parliament with respect to anything authorised by the water-use licence.*

*Water used under water-use licence WUL016883 is not fit for any use that may involve human consumption, directly or indirectly, without first being properly treated.*

Water-use licence WUL016883 authorises the use of water for the purpose of irrigation, watering a kitchen garden that is not more than 0.4 hectares, watering animals kept as pets, watering cattle or other stock (not including piggeries, feed lots, poultry farms or any other intensive or commercial use), dairy use, and general non-irrigation farm use, on the land described below, subject to the conditions that are specified.

### Land on which water may be used

#### Land description

Volume 3656 Folio 160  
Lot 1 of Plan TP705060P

#### Property address

856-874 ETIWANDA AVENUE, MILDURA, VIC 3500

### Holder(s) of Water-Use Licence

ELMAS DEMIRCI of PO BOX 1020 IRYMPLE VIC 3498  
MEHMET SECER of PO BOX 770 MERBEIN VIC 3505  
NAILE SECER of PO BOX 770 MERBEIN VIC 3505

### Water-Use Licence Details

<b>Status</b>	Active
<b>Annual use limit</b>	36.4 megalitres
<b>Water share holding limit</b>	72.8 megalitres
<b>Licensing water authority</b>	Lower Murray Water
<b>Trading zone for water use</b>	7 VIC Murray - Barmah to SA
<b>Delivery system</b>	First Mildura Irr. District
<b>Related works licences</b>	Nil
<b>Associated water shares</b>	Nil
<b>Salinity impact zone</b>	High Impact Zone (HI 2)

## Application History

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
LTA272473	Transfer	Approved	10 Jun 2021	10 Jun 2021	
WUV495491	Variation	Approved	08 Sep 2009	10 Sep 2009	
WUV499989	Variation	Approved	06 Dec 2007	06 Dec 2007	
LTA070015	Transfer	Approved	23 Aug 2007	28 Aug 2007	
WET001893	Transfer within authority	Recorded	21 Aug 2007	21 Aug 2007	06 Sep 2007

## Conditions

Water-use licence WUL016883 is subject to the following conditions:

### Managing groundwater infiltration

- 1 Subject to the Minister declaring a seasonal adjustment to annual use limits to accommodate exceptionally high evapotranspiration rates, the maximum number of megalitres of water that may be applied to the land specified in the licence in any 12-month period from 1 July to 30 June will be 36.40
- 2 Water used for the purposes of irrigation on the land specified in the licence must be measured through a meter approved by the water Authority unless the Authority has granted an exemption in writing.
- 3 Pondered irrigation must not be carried out on the land specified in the licence without the addition of particular conditions governing the use of such an irrigation system.

### Managing drainage disposal

- 4 Where irrigation results in drainage from the land specified in the licence that drainage water must be disposed in ways that meet with the standards, terms and conditions adopted from time to time by the water authority.

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END OF COPY OF RECORD

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Residential Rental Agreement (no more than 5 years) - LEASE RENEWAL

Residential Tenancies Act 1997 Section 26(1)

Residential Tenancies Regulations 2021 Regulation 10(1)

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to *Renters Guide* for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 558 181.

**Part A – Basic Terms**

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

**1. Date of original agreement**  
**02/10/2015**

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

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**2. Premises let by the Rental Provider**  
**856 Etiwanda Avenue, Mildura VIC 3500**

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**3. Rental Provider Details**

Full name(s) or

Company Name: **Mr Haydar & Elmas Demirci & Mr Mehmet & Naile Secer**

ACN (if applicable): -

(Please fill out details below where no agent is acting for the rental provider)

Address: **C/O- 67 Lime Avenue Mildura VIC 3500**

Phone Number: **(03) 5021 2200**

Email Address: **coltie@ctfnre.com.au**

**Rental Provider's Agent's Details (if applicable)**

Full name(s) or

Company Name: **Collie & Tierney First National Real Estate**

ACN (if applicable): **005 110 118**

Phone Number: **(03) 5021 2200**

Email Address: **coltie@ctfnre.com.au**

**Note:** The rental provider must notify the renter within 7 days if any of this information changes.

Renter/s Initial/s: HH BJ Date: 18 / 10 / 22

**4. Renter details**

Each renter that is a party to the agreement must provide their details here.

**Renter 1**

Full name: Brendan Johnson  
Current Address: 856 Etiwanda Avenue, Mildura VIC 3500  
Phone Number: 0438840462  
Email Address: liltub@hotmail.com

**Renter 2**

Full name: Hannah Holmes  
Current Address: 856 Etiwanda Avenue, Mildura VIC 3500  
Phone Number: 0456156228  
Email Address: hannahholmes88@hotmail.com

**Renter 3**

Full name: -  
Current Address: -  
Phone Number: -  
Email Address: -

**Renter 4**

Full name: -  
Current Address: -  
Phone Number: -  
Email Address: -

**5. Length of Agreement**

Fixed Term Agreement

Lease Term: **12 Months**

Periodic Agreement (monthly)

Original Lease Date: **02/10/2015** *(this is the date the original agreement started)*

Renewal Start Date: **02/10/2022**

End Date: **01/10/2023**

Start Date: -

**6. Rent**

Rent amount (\$) **\$400.00, increasing on 30/10/2022 to \$410.00**  
(payable in advance)

Rent paid per  week  fortnight  calendar month

Rent is to be paid once per  week  fortnight  calendar month

Renter/s Initial/s: HH BS Date: 18/10/22



## 7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA at 1300 13 71 64.

Bond Amount Paid to the Residential Bond Authority (RTBA)     **\$1,734.00**

## Part B – Standard items

### 8. Rental Provider's Preferred Method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

Please see below for the available methods of rent payment for **Collie & Tierney First National Real Estate**:

**Direct Debit**

**Bank Deposit**

**Cheque or Money Order**

**BPAY**

Other electronic form of payment, including Centrepay -

Payment details:

Account Name: **Collie & Tierney**

BSB: **063-520**

Account Number: **00 000 200**

### 9. Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

#### 9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

- The rental provider must complete this section before giving the agreement to the renter.
- (Rental provider to tick as appropriate)

Yes – insert email address, mobile phone number

Or other electronic contact details:

[coltie@ctfnre.com.au](mailto:coltie@ctfnre.com.au)

No

Renter/s Initial/s:

HH

BJ

Date:

18 / 10 / 22

### 10. Urgent Repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details):

Emergency contact name	Collie & Tierney First National Real Estate
Emergency phone number	(03) 5021 2200
Emergency email address	maint@ctfnre.com.au

### 11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

### 12. Owners' corporation (formerly body corporate)

Do owner's corporation rules apply to the premises? (Rental provider to tick as appropriate)

No

Yes

If yes, the rental provider must attach a copy of the rules to this agreement.

### 13. Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

Renter/s Initial/s: HH BJ Date: 18 / 10 / 22

## Part C – Safety-related activities

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### 14 Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
  - If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
- 

### 15 Gas safety activities

This safety-related activity only applies if the rented premises contain any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
  - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
- 

### 16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
  - (i) any smoke alarm is correctly installed and in working condition; and
  - (ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
  - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
  - (i) Information on how each smoke alarm in the rented premises operates; and
  - (ii) Information on how to test each smoke alarm in the rented premises; and
  - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the *Building Act 1993* require smoke alarms to be installed in all residential buildings.

Renter/s Initial/s: \_\_\_\_\_

HH BJ

Date: \_\_\_\_\_

18 / 10 / 22

5

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### 17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

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### 18 Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

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### 19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

- (a) If the rented premises is in a designated bushfire-prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

Renter/s Initial/s: \_\_\_\_\_

HH

BJ

Date: 18/10/22

## Part D – Rights and obligations

This is a summary of selected rights and obligations of renters and rental providers under the *Residential Tenancies Act 1997* (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

### Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

### Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Locks

- The rental provider must ensure the premises:
  - has locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock, and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - family violence intervention order; or
  - family violence safety notice; or
  - recognised non-local DVO; or
  - personal safety intervention order.

### Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

#### Urgent repairs

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [www.consumer.vic.gov.au/urgentrepairs](http://www.consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

Renter/s Initial/s:

HH

BJ

Date:

18/10/22

7

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

**Non-urgent repairs**

- The renter must notify the rental provider, in writing, as soon as practicable of:
  - damage to the premises.
  - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

**Assignment or sub-letting**

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

**Rent**

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

**Access and entry**

- The rental provider may enter the premises:
  - at any time, if the renter has agreed within the last 7 days.
  - to do an inspection but not more than once every 6 months.
  - to comply with the rental provider's duties under the Act.
  - to show the premises or conduct an open inspection to sell, rent or value the premises.
  - to take images or video for advertising a property that is for sale or rent.
  - if they believe the renter has failed to follow their duties under the Act.
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

**Pets**

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet

Renter/s Initial/s: HH BJ Date: 18/10/22

## Part E – Additional terms

### 21 Further details (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

**DOG:38. The RENTAL PROVIDER agrees to allow the RENTER to keep a dog provided the dog remains outside and any damage caused by the said dog is made good at the RENTER 'S cost.**

**Note:** If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

### 22 Signatures

This agreement is made under the *Residential Tenancies Act 1997*.

Before signing you must read **Part D – Rights and obligations** in this form.

#### Rental provider

Signature of rental provider 1



Date

24.8.22

Signature of rental provider 2

Date

#### Renter(s)

All renters listed must sign this residential rental agreement.

Signature of renter 1



Date

18/10/22

Signature of renter 2



Date

18/10/22

Signature of renter 3

Date

Signature of renter 4

Date

**Note:** Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on an extra page.

#### Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call Consumer Affairs Victoria on **1300 55 81 81**.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 20 December 2022 03:00 PM

## PROPERTY DETAILS

Address: **856-874 ETIWANDA AVENUE MILDURA 3500**  
 Lot and Plan Number: **Lot 1 TP705060**  
 Standard Parcel Identifier (SPI): **1\TP705060**  
 Local Government Area (Council): **MILDURA**  
 Council Property Number: **16598**  
 Planning Scheme: **Mildura**  
 Directory Reference: **Vicroads 3 D5**

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

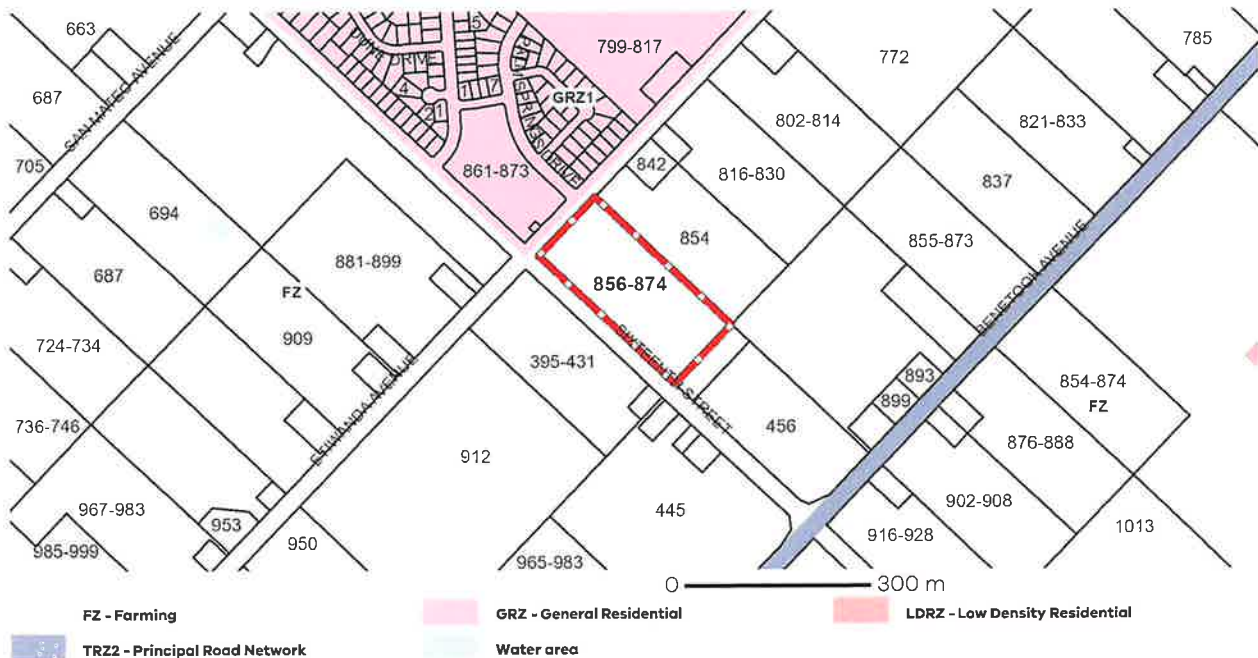
Registered Aboriginal Party: **First People of the Millewa-Mallee**

[View location in VicPlan](#)

## Planning Zones

[FARMING ZONE \(FZ\)](#)

[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)



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

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PLANNING PROPERTY REPORT: 856-874 ETIWANDA AVENUE MILDURA 3500

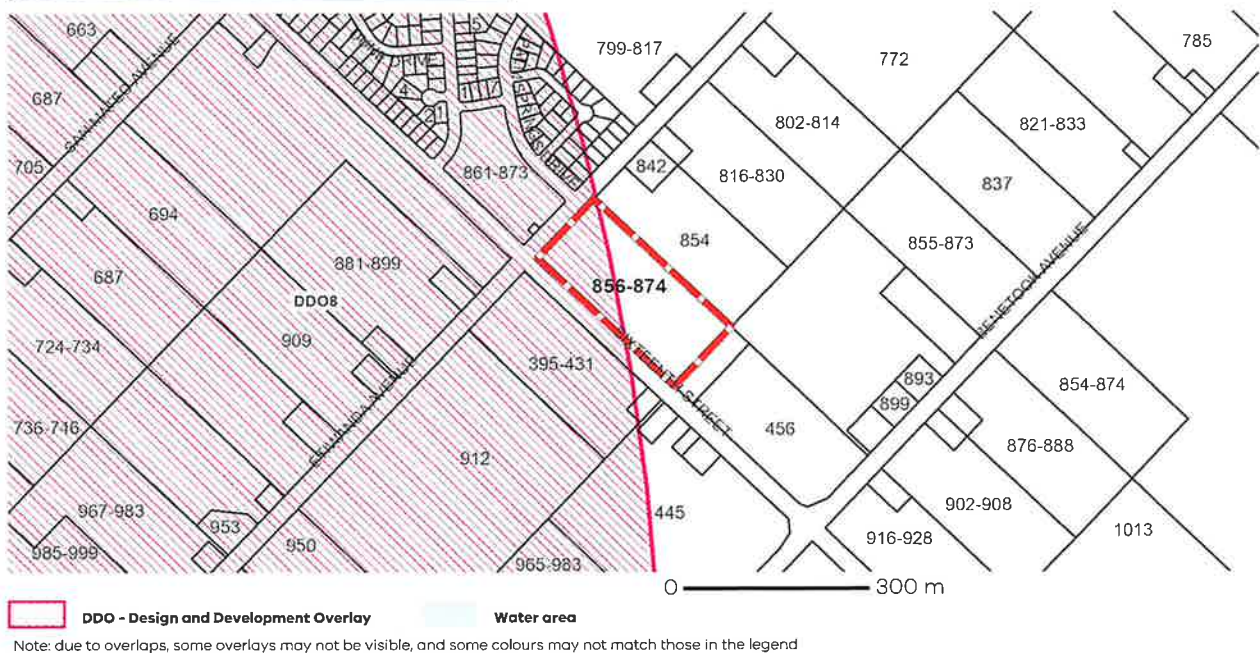


## Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DESIGN AND DEVELOPMENT OVERLAY (DDO)  
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



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## Planning Overlays

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



SCO - Specific Controls Overlay
  Water area

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)

HERITAGE OVERLAY (HO)

SALINITY MANAGEMENT OVERLAY (SMO)



DPO - Development Plan Overlay
  HO - Heritage Overlay
  SMO - Salinity Management Overlay
  Water area

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

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## Further Planning Information

Planning scheme data last updated on 15 December 2022.

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.mops.vic.gov.au/vicplan>

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

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# 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.