

Vendor Statement

The vendor makes this statement in respect of the land in accordance with 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.
The vendor may sign by electronic signature.

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

Land	5 QUAMBY AVENUE, FRANKSTON VIC 3199
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Vendor's name	Molly Helen Louise Searle (Formerly Helen Louise Murphy)	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$3,000.00

Authority	Amount	Interest (if any)
(1) Frankston City Council	\$1,982.90	
(2) South East Water	\$750.00 approx	

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

Not Applicable

1.3 Terms Contract

This section 1.3 only applies if this 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.

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 receipts of rents and profits.

Not Applicable

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

Is in the attached copies of title documents and residential tenancy agreement

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

The required specified information is as follows:

- (a) Name of planning scheme Frankston City Planning Scheme
- (b) Name of responsible authority Frankston City Council
- (c) Zoning of the land General Residential Zone
- (d) Name of planning overlay None

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:

Not Applicable

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 notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

NIL

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Not Applicable

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*.

Not Applicable

8. SERVICES

The services which are marked with an ‘X’ in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

- 9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. 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 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.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

14. GST WITHHOLDING NOTICE

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

[X] The purchaser is NOT required to withhold GST at settlement.

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.

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

VOLUME 09100 FOLIO 051

Security no : 124088439873G
Produced 02/03/2021 04:26 PM

LAND DESCRIPTION

Lot 86 on Plan of Subdivision 113080.
PARENT TITLE Volume 09081 Folio 979
Created by instrument LP113080 15/08/1975

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HELEN LOUISE MURPHY of 5 QUAMBY AVENUE FRANKSTON VIC 3199
AB820066Q 18/01/2003

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AD188840D 19/10/2004
MEMBERS EQUITY BANK PTY LTD
TRANSFER OF MORTGAGE AK723464Q 19/11/2013

COVENANT H468020 02/04/1979

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 LP113080 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: 5 QUAMBY AVENUE FRANKSTON VIC 3199

DOCUMENT END



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Document Type	Plan
Document Identification	LP113080
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Document Assembled	02/03/2021 16:44

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PLAN OF SUBDIVISION

PART OF CROWN ALLOTMENTS 32^A, 32^B, 32^D, 32^E

PARISH OF FRANKSTON

COUNTY OF MORNINGTON

MEASUREMENTS ARE IN METRES

VOL.7674 FOL.036
VOL.8998 FOL.043

LP 113080

EDITION 1

APPROVED 15/04/75

COLOUR CODE

- E-1 = BLUE
- E-2 = BROWN
- E-3 = PURPLE
- E-4 = YELLOW

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, DRAINAGE, SEWERAGE, WATER SUPPLY AND ELECTRICITY SUPPLY

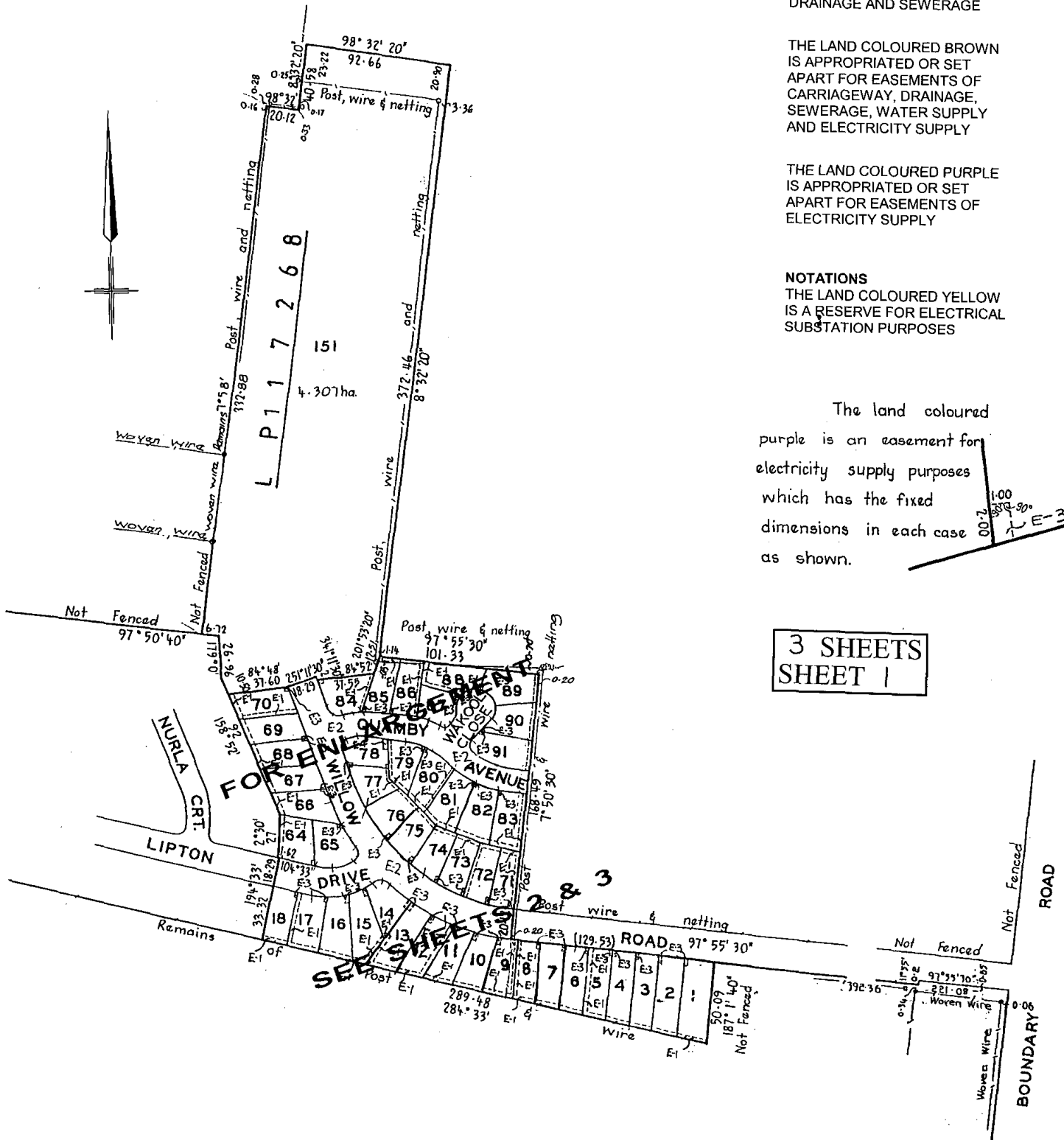
THE LAND COLOURED PURPLE IS APPROPRIATED OR SET APART FOR EASEMENTS OF ELECTRICITY SUPPLY

NOTATIONS

THE LAND COLOURED YELLOW IS A RESERVE FOR ELECTRICAL SUBSTATION PURPOSES

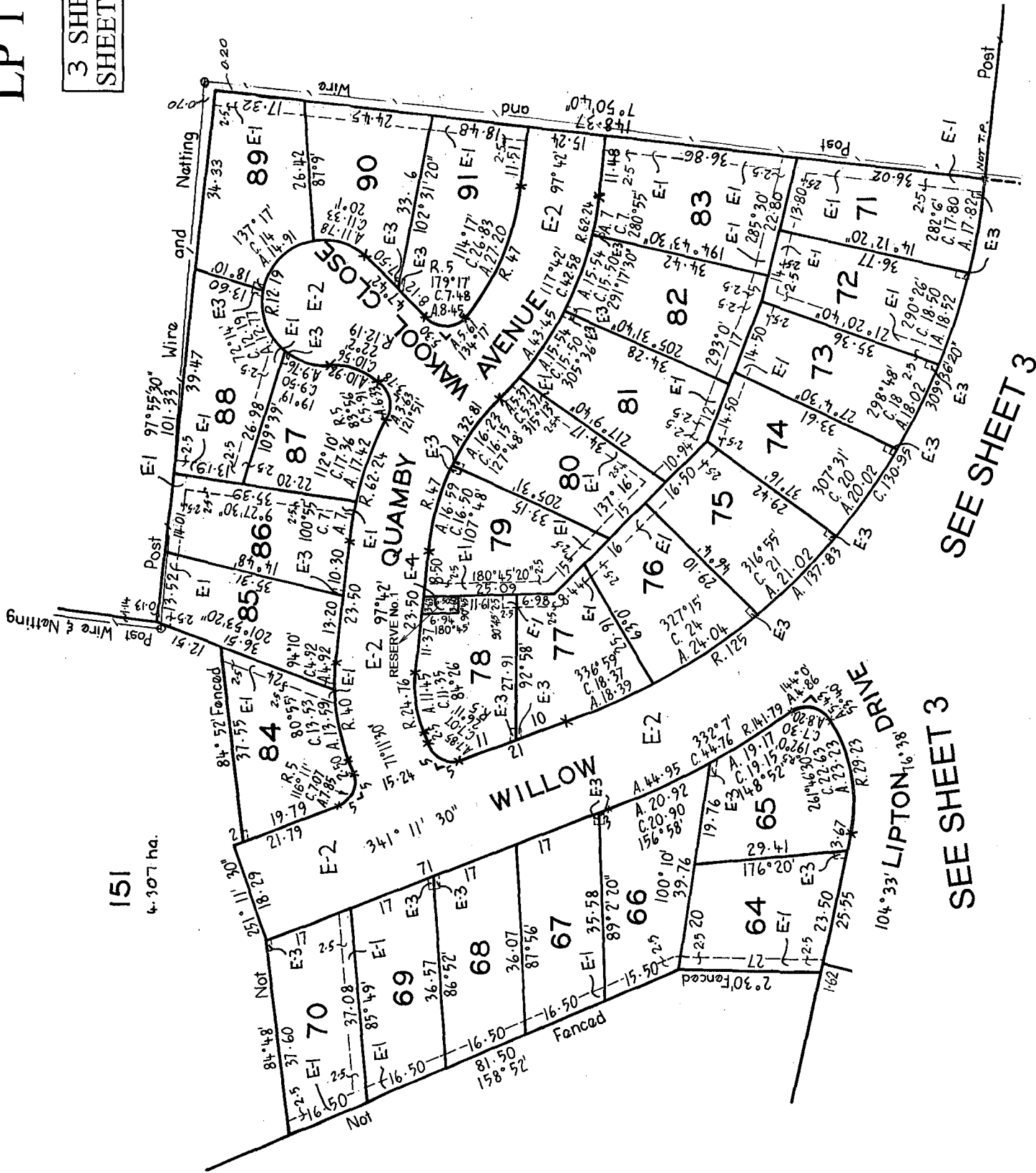
The land coloured purple is an easement for electricity supply purposes which has the fixed dimensions in each case as shown.

3 SHEETS
SHEET 1



151

4.307 ha.



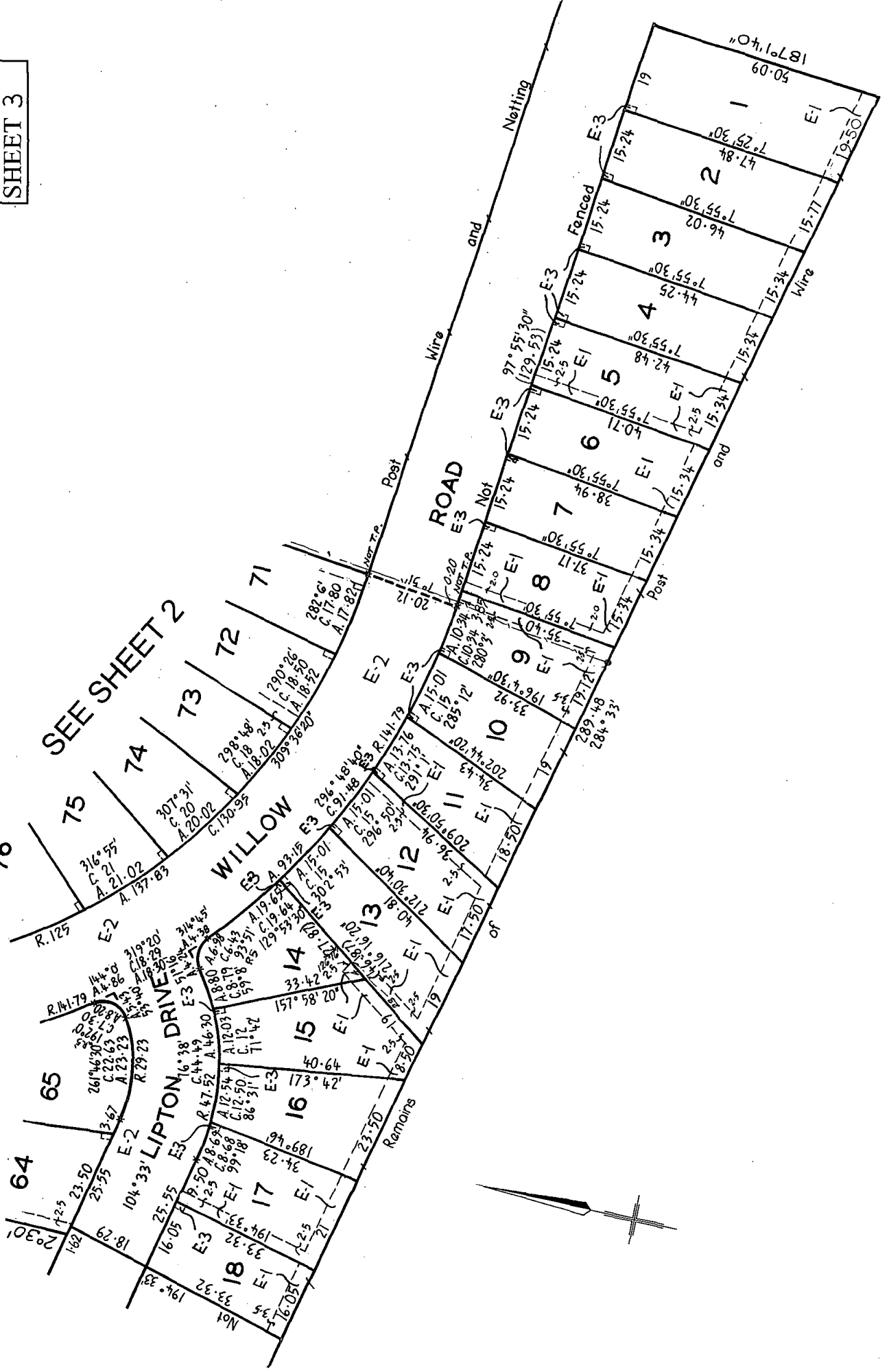
SEE SHEET 3

SEE SHEET 3

ROAD

SEE SHEET 2

SEE SHEET 2





Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	H468020
Number of Pages (excluding this cover sheet)	4
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#13

H468020

dw

H468020

Alan Moore

3.00 B RT T

9-39 618756 APR-2-79

REGD

469

MERCER LEWENBERG & PRYLES

VICTORIA

TRANSFER OF LAND

DUNRAVEN PROPRIETARY LIMITED of 141 Osborne Street, South Yarra 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 THIRTEEN THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$13,250.00) paid to it by DIANA BRYANT Solicitor of 106 Park Street, Subiaco in the State of Western Australia AND IN FURTHER CONSIDERATION of the sum of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS (\$13,500.00) paid to the said Diana Bryant by PAUL ANTHONY ALLEN Assistant Manager and GILLIAN ELIZABETH ALLEN Catering Assistant Both of Flat 9, 36 Anderson Street, Hawthorn East in the State of Victoria

HEREBY at the request and by the direction of the said Diana Bryant (testified by her signature hereto) TRANSFER to the said Paul Anthony Allen and Gillian Elizabeth Allen ALL my estate being Lot 86 on Plan of Subdivision No. 113080 and interest in ALL THAT piece of land, being the whole of the land more particularly described in Certificate of Title Volume 9100 Folio 051 and the said Paul Anthony Allen and Gillian Elizabeth Allen for themselves and their transferees, successors assigns themselves and their respective heirs executors administrators transferees and assigns the registered proprietor or proprietors for the time being of the land hereby transferred and of every part thereof DO HEREBY and as separate covenants COVENANT with the said Dunraven 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:
(A) That they will not erect or suffer or permit to be erected on the land hereby transferred or any part thereof any dwelling house having an area of less than 1,000 square feet (exclusive of outbuildings) and that no dwelling house erected on the said land shall have external walls of any material other than brick or stone;
(B) that they will not at any time hereafter cut down or remove or permit to be cut down or removed any living tree now growing on the land hereby transferred save and except;



DH468020-1-5

Please inspect

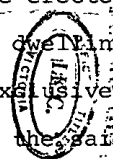
Please inspect

REGISTERED

COVENANTS

REGISTERED

9-4-79



REGISTERED IN THE REGISTERED OFFICE OF THE REGISTRAR OF LANDS VICTORIA

RECEIVED

(i) such tree or trees as grow on that part of the land hereby transferred upon which any building permitted to be erected on the land hereby transferred is to be erected in which case such tree or trees shall not be cut down or removed unless and until there has been obtained from the Council of the City of Frankston and all other Authorities whose permit consent or approval is required all requisite permits consents and authorities to erect such building in conformity with plans and specifications approved by the said Council and of all other such Authorities : or

(ii) with the consent of all persons for the time being entitled to enforce this restrictive covenant;

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

DATED the 20th day of March 1979.

EXECUTED in Victoria by DUNRAVEN)
PROPRIETARY LIMITED by its Attor-))
ney under Power of Attorney No.)
222746 CUSTOM CREDIT CORPORATION)

LIMITED by being SIGNED SEALED)
AND DELIVERED by its Attorney)
Gordon John DAVID)

The Manager of The Branch Office at 570 St. Kilda Road MELBOURNE
Under Power of Attorney No. 249295
249295 in the presence of :

D.E. Hogan

SIGNED by the said DIANA BRYANT)
in Western Australia in the)
presence of :)

J. Limb
25 AIRLIE ST.
PEPPERCORN GROVE
SECRETARY

SIGNED by the said PAUL ANTHONY)
ALLEN and GILLIAN ELIZABETH ALLEN)
in Victoria in the presence of:)

Paul Allen

P.A. Allen

ENCUMBRANCES REFERRED TO:

All registered and appurtenant easements and covenants (if any) as set out at the foot of the relevant Certificate of Title.



DUNRAVEN PROPRIETARY LIMITED

to

D. BRYANT

to

P.A. & G.E. ALLEN

TRANSFER OF LAND

MERCER LEWENBERG & PYLES
SOLICITORS,
224 QUEEN STREET,
MELBOURNE 3000.
AL:MQ 67 8735

Rate and Valuation Notice 2020-2021



Helen Louise Murphy
14 Amelia Avenue
MORNINGTON VIC 3931



032
1540768
R5_5181

Tax Invoice
ABN 49 454 768 065

Rates and charges for the period
1 July 2020 to 30 June 2021

Notice date: 14/08/2020

Frankston City Council
PO Box 490
FRANKSTON VIC 3199
Phone: 1300 322 322
info@frankston.vic.gov.au
frankston.vic.gov.au

Assessment No./Reference No. 0029715 8

Ward: South

Property details		Date of valuation
5 Quamby Avenue, Frankston 3199 Lot 86 LP 113080		1/01/2020
Australian Valuation Property Classification Code: 110 : Detached Dwelling		Site Value (SV): \$405,000 *Capital Improved Value (CIV): \$485,000 Net Annual Value (NAV): \$24,250 Valuation Effective Date: 1/07/2020 <small>*Capital Improved Value includes land and any improvements</small>
Financial details		Effective from
General Rate 0.002326 cents in \$ on \$485,000		1 June 2020
Municipal Charge	\$1,128.10	
Garbage Charge 120L @ \$399.00	\$399.00 x 1 = \$399.00	
Green Waste @ \$150.20	\$150.20 x 1 = \$150.20	
Victorian Government charges Fire Services Category - Residential \$113.00 + (0.000054 X \$485,000) Garbage Charges include the State Government Imposed Landfill Levy		\$139.20

If you're experiencing payment difficulty, there may be additional ways we can assist. Please visit Council's website for payment options

For email notices:
frankston@notices.com.au
Reference No: 2717F50F7P

This notice does not include any adjustments/payments made after 07/08/2020
Interest is charged at 10% per annum on all overdue payments --
Interest rate is set by the Attorney-General of Victoria

ARREARS (if any)	1 st INSTALLMENT	2 nd INSTALLMENT	3 rd INSTALLMENT	4 th INSTALLMENT	TOTAL DUE
	\$497.00	\$495.00	\$495.00	\$495.00	\$1,982.90
Due immediately	Due 30/09/2020	Due 30/11/2020	Due 28/02/2021	Due 31/05/2021	
By application only, nine monthly direct debit payments visit: frankston.vic.gov.au	30/09/2020 \$222.90 31/10/2020 \$220.00 30/11/2020 \$220.00	31/11/2020 \$220.00 31/01/2021 \$220.00 28/02/2021 \$220.00	31/03/2021 \$220.00 30/04/2021 \$220.00 31/05/2021 \$220.00		

How to pay



Online

Using a Visa, Mastercard or debit card via Council's website.

Visit: frankston.vic.gov.au



BPAY

Contact your participating financial institution to pay from your cheque, savings or credit card account.

Visit: bpay.com.au
Biller Code: 1966
Ref: 00297158



Phone or Post Billpay

Using a Visa, Mastercard or debit card.

Phone: 1300 721 138
Ref: 00297158
or

By Post Billpay: 13 19 16
Billpay Code: 0760
Ref: 00297158



Centrepay

Deducted from your Centrelink payments.

Learn more: centrelink.gov.au

CRN: 555014543H
Ref: 00297158



Direct Debit

By application to council only, for more information please visit: frankston.vic.gov.au



Mail

Attach cheque or money order to this portion of your notice and post to:

Frankston City Council
PO Box 490
Frankston 3199

Receipts not issued for mail payments



In Person

By cash, cheque, money order, EFTPOS or Credit Card (Visa or Mastercard).

Present this notice with payment at any Council Customer Service Centre.

Find your nearest location: frankston.vic.gov.au



Turner Legal & Conveyancing C/-
 InfoTrack (Smokeball)
 E-mail: certificates@landata.vic.gov.au

Statement for property:
 LOT 86 5 QUAMBY AVENUE
 FRANKSTON 3199
 86 LP 113080

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
51K//10782/3	LANDATA CER 46009308-027-1	02 MARCH 2021	38293590

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities			
Parks Victoria - Parks Service Charge	01/07/2020 to 30/06/2021		\$79.02
Melbourne Water Corporation Total Service Charges	01/01/2021 to 31/03/2021		\$26.08
(b) By South East Water			
Water Service Charge	01/01/2021 to 31/03/2021		\$25.53
Sewerage Service Charge	01/01/2021 to 31/03/2021		\$93.02
Subtotal Service Charges			<u>\$223.65</u>
Arrears			\$65.55
TOTAL UNPAID BALANCE			\$289.20

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>
- * Please Note: if usage charges appear above, the amount shown includes one or more of the following: Water Usage, Recycled Water Usage, Sewerage Disposal, Fire Service Usage and Trade Waste Volumetric Fees. Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.
- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



TERRY SCHUBACH
 GENERAL MANAGER
 CUSTOMER SERVICE DELIVERY

South East Water
Information Statement Applications
 PO Box 2268, Seaford, VIC 3198

- If this property has recently been subdivided from a “parent” title, there may be service or other charges owing on the “parent” which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

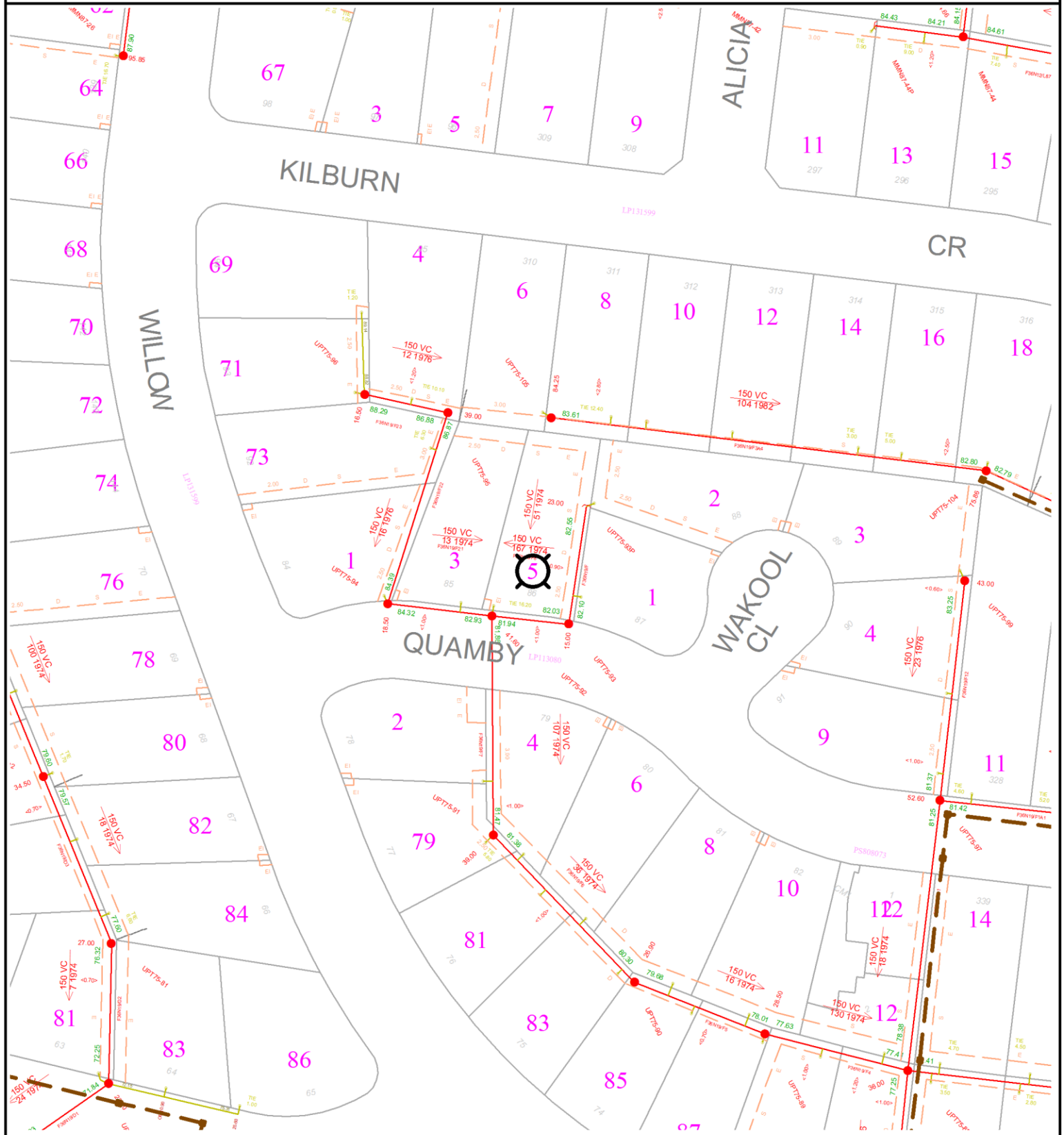
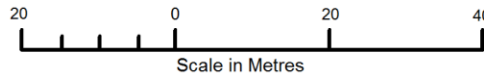
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



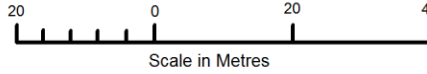
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

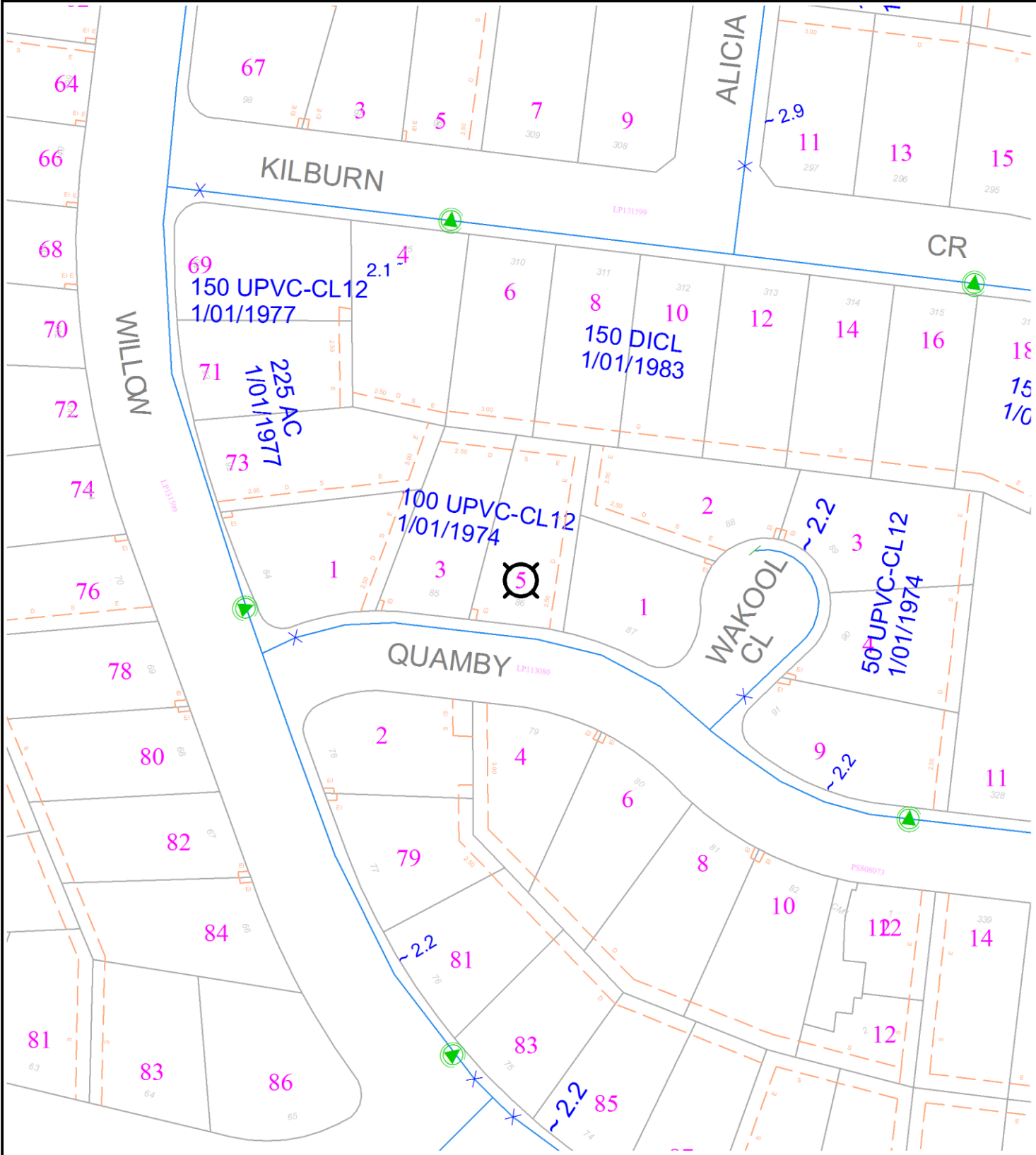


Property: Lot 86 5 QUAMBY AVENUE FRANKSTON 3199

Case Number: 38293590

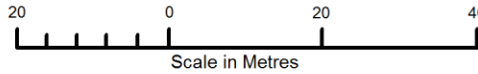


Date: 02MARCH2021



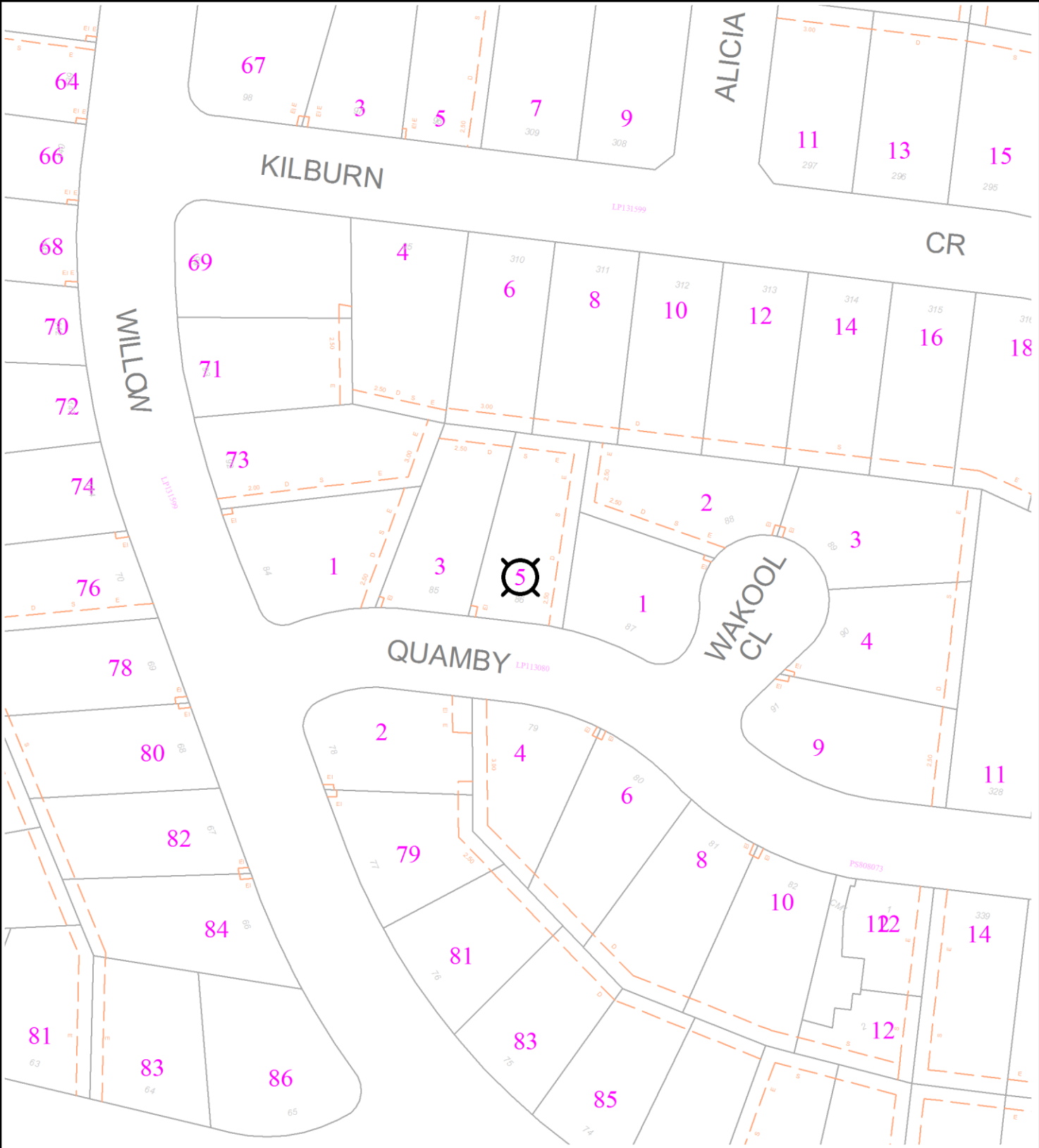
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main & Services
	Hydrant
	Fireplug/Washout
	Offset from Boundary



Case Number: 38293590

Date: 02MARCH2021



WARNING This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / TURNER LEGAL & CONVEYANCING

Your Reference: 21/2991

Certificate No: 43421213

Issue Date: 04 MAR 2021

Enquiries: AXH7

Land Address: 5 QUAMBY AVENUE FRANKSTON VIC 3199

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13302992	86	113080	9100	51	\$1,805.00

Vendor: MOLLY SEARLE (FORMERLY HELEN LOUISE MURPHY)

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS HELEN LOUISE MURPHY	2021	\$405,000	\$585.00	\$0.00	\$585.00

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MS HELEN LOUISE MURPHY	2020	\$575.00	\$0.00	\$575.00
MS HELEN LOUISE MURPHY	2019	\$645.00	\$0.00	\$645.00

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$485,000

SITE VALUE: \$405,000

AMOUNT PAYABLE: \$1,805.00

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 43421213

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$585.00

Taxable Value = \$405,000

Calculated as \$275 plus (\$405,000 - \$250,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 43421213

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 43421213

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Residential Tenancies Act 1997
(Section 26)
RESIDENTIAL TENANCIES REGULATIONS 1998
(Regulation 6)

RESIDENTIAL TENANCY AGREEMENT

This agreement is made on the Wednesday, 29 July 2015 at Frankston, in the State of Victoria

BETWEEN Molly Murphy whose AGENT is O'Brien Real Estate Frankston Pty Ltd A.B.N.72 142 517 137

AND John C Murray

1. **PREMISES**
The LANDLORD lets the premises known as , 5 Quamby Avenue Frankston together with those items indicated on the schedule
2. **RENT**
The rent is \$1,235.00 per calendar month commencing on the 1st Day of August, 2014 and is payable **monthly in advance** by the TENANT on the **1st** of each month to the AGENT at 474 Nepean Highway, Frankston.

RENT REVIEW

Next rent review will be 01/05/2016 at which time a rent increase may be deemed reasonable due to market values.

3. **BOND** \$1235.00

In accordance with the **Residential Tenancies Act 1997**, the LANDLORD must lodge the bond with the Residential Tenancies Bond Authority within ten 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 to the bond are listed as follows:

John C Murray \$1235.00

4. **PERIOD**
The period of the Agreement is 5.5 months commencing on the 1st Day of August, 2014 and ending on the 16th Day of January, 2016.

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

SIGNED by the LANDLORD

in the presence of (witness)

SIGNED by the TENANT/S

in the presence of (witness)

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

GUARANTEE: To the within named Landlord _____

I/We _____

of _____

HEREBY GUARANTEE the punctual performance by the within named tenant 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 concession to or compromise with the Tenant and this Guarantee shall be a continuing Guarantee in all respects.

SIGNED, SEALED & DELIVERED by the Guarantor _____

in the presence of (witness) _____

5. **CONDITION OF THE PREMISES**
 - (a) The LANDLORD shall make sure that the premises are maintained in good repair.
 - (b) The LANDLORD, if owns or control the common areas, must take reasonable steps to ensure the common areas are maintained in good repair
6. **DAMAGE TO THE PREMISES**
 - (a) The TENANT shall make sure that care is taken to avoid damaging the premises.
 - (b) The TENANT must take all reasonable steps to avoid damaging the premises and any common areas
 - (c) The TENANT shall give notice to the LANDLORD of any damage to the premises as soon as the TENANT becomes aware of the damage.
7. **CLEANLINESS OF THE PREMISES**
 - (a) The LANDLORD shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT shall enter into occupation of the premises.
 - (b) The TENANT shall keep the premises in a reasonably clean condition during the period of agreement.
8. **USE OF PREMISES**
 - (a) The TENANT shall not use or allow the premises to be used for any illegal purpose.
 - (b) The TENANT shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.
9. **QUIET ENJOYMENT**
The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of the premises.
10. **ASSIGNMENT OR SUB-LETTING**
 - (a) The TENANT shall not assign or sub-let the whole or any part of the premises without the consent of the LANDLORD. The LANDLORD'S consent shall not be unreasonably withheld.
 - (b) The LANDLORD shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred in relation to the preparation of an assignment in writing of this agreement.
11. **RESIDENTIAL TENANCIES ACT 1997**
Both parties to this agreement shall comply with the provisions of the **Residential Tenancies Act 1997** as they apply to each party.

(Note: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties).

ADDITIONAL TERMS

Additional terms which do not take away the rights and duties included in the **Residential Tenancies Act 1997** are set out in this section:

12. The TENANT shall pay all charges in respect of the connection, re-connection or use of electricity, gas, oil, telephone and water imposed on the premises where the premises are separately metered.
13. The TENANT shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the TENANT shall pay to the LANDLORD all increased premiums and all other expenses incurred as a consequence of any breach of this term.
14. The TENANT agrees to pay the LANDLORD the excess premium imposed by the LANDLORD'S insurance company in the event of accidental breakage of glass, toilet bowls and wash basins.
15. The TENANT shall indemnify the LANDLORD for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the TENANT or his servants, agents, invitees or any persons on the premises with the consent of the TENANT. Without limiting the generality of the foregoing, the TENANT shall indemnify the LANDLORD for the cost of repairs to plumbing blockages caused by the negligence or misuse of the TENANT.
16. The TENANT shall notify the LANDLORD or AGENT immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the **Occupiers Liability Act 1983**.
17. The TENANT shall indemnify the LANDLORD against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the TENANT, his servants, agents and/or invitees.
18. The TENANT shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or

adhesive to the interior of the premises without the prior written consent of the LANDLORD or AGENT.

19. The TENANT acknowledges that it is the TENANT'S responsibility upon termination of the agreement to deliver all keys to the premises to the AGENT'S office. The TENANT agrees to continue paying rent until all keys are delivered.
20. The TENANT shall not use the premises for any purpose other than for residential purposes without the written consent of the LANDLORD.
21. The TENANT shall not do or permit to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
22. The TENANT shall not keep any animal, bird or pet on the premises. (NOTE: Written consent of the body corporate committee will be necessary in own-your-own unit)
23. The TENANT shall deposit all rubbish including cartons and newspapers in the proper rubbish receptacles with a close fitting lid, as required by the Health Department or the Local Council. Such rubbish receptacles shall be kept only in the place provided and placed out by the TENANT for collection by the local Council and returned to its allotted place.
24. The TENANT shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
25. The TENANT shall not smoke inside the premises or keep or use in the premises any candles or oil burners for fragrant oils, any portable kerosene heaters, and oil burning heaters or heaters of a similar kind.
26. The TENANT shall comply with any act, regulation, rule or direction of any statutory body or any other competent authority.
27. The TENANT shall allow the LANDLORD or his AGENT to put on the premises a notice or notices "to let" during the last month of the term of this agreement. The TENANT shall also allow the LANDLORD or his AGENT to put on the premises a notice or notices "For Sale" or "Auction" at any time during the term of this Agreement and permit access to the premises by the LANDLORD or his AGENT to present the property to prospective purchasers or tenants upon 24 hours notice or by agreement with the TENANT and the LANDLORD or the LANDLORD'S AGENT.
28. The LANDLORD shall not be obliged to re-instate the premises in the event that the premises are destroyed totally or to such an extent as to be rendered unsafe.
29. The LANDLORD shall have the right to make and/or alter rules and regulations for the safety, care and uniformity of aspect of the premises and for the preservation of good order management and conduct therein as he may from time to time require but such rules and/or alterations shall not bind the TENANT until they have been made known to him or her in writing by the LANDLORD or AGENT.
30. The TENANT acknowledges that no promises, warranties or undertakings have been given by the LANDLORD or AGENT in relation to the suitability of the premises for the TENANT'S purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
31. No consent or waiver of any breach by the TENANT of his obligations under the **Residential Tenancies Act 1997** shall prevent the LANDLORD from subsequently enforcing any of the provisions of this Agreement.
32. The TENANT agrees to observe and be bound by the Articles of Association of the Service Company or by the by-laws of the Body Corporate (if any) insofar as they relate to or affect the use occupation and enjoyment of the demised premises and the common property provided that the TENANT shall not be required to contribute to costs of a capital nature or which would except for this provision be payable by the LANDLORD.
33. The LANDLORD may at any time during your tenancies agreement increase the rent by giving to the TENANT at least sixty (60) days notice of the increase. The landlord cannot increase your rent more often than once every 6 months.
34. This agreement may be amended only by an agreement in writing signed by the LANDLORD and the TENANT.
35. The TENANT shall, at the TENANT'S expense replace all lighting tubes and globes and tap washers which become defective during the term of the tenancy.
36. The TENANT agrees to maintain the garden area, to water trees and shrubs, to mow the lawn, and to remove all garden rubbish from the property.
37. If the TENANT wishes to vacate the premises at the expiration of this agreement the TENANT shall give to the LANDLORD or AGENT written notice of his intention to vacate at least one month prior to the expiration of the lease. If the TENANT is an overloading TENANT he must give written notice of his intention to vacate the rented premises specifying the termination date that is not earlier than twenty eight (28) days (after the day on which he gives the notice).
38. The TENANT acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997 the TENANT shall not refuse to pay rent on the grounds that the TENANT intends to regard as rent paid by him the security deposit or

any part of the security deposit paid in respect of the premises. The TENANT acknowledges that failure to abide by this section of the Act render him liable to a penalty of \$1,000.00

39. The TENANT agrees that the power shall be connected to the property until the final inspection has been carried out. Should the power be required to be reconnected, the TENANT agrees to bear the cost of doing so.
40. The TENANT agrees that, in the event of the TENANT'S rental cheque being dishonored, the TENANT shall reimburse the landlord for all bank dishonor charges.
41. The TENANT agrees that should the TENANT wish to break the lease on the property, the TENANT shall pay all costs associated with locating a suitable replacement tenant, these include; a pro rata re-letting fee (also known as a break lease fee; calculated as two weeks rent divided by twelve months and payable on the number of months remaining in the lease term), advertising costs equivalent to half a weeks rent, applicant reference checks through National Tenancies Database at \$13.98 each and photography costs for new ingoing tenants at \$12.00.
42. The TENANT acknowledges that if there are any stains or damage to the carpet they will have the carpet professionally steam cleaned and provide a receipt for same.
43. The TENANT agrees not to carry out any mechanical repairs or spray painting of motor vehicles, boats or motor cycles in or around the property. The TENANT also agrees to be responsible for the removal of any motor cycle, motor vehicle or boat spare parts or bodies or any other equipment used and to fully reinstate the premises and the land on which it is situated to their original condition forthwith.
44. The LANDLORD acknowledges the TENANT'S right to change the locks at the rental property at the expense of the TENANT, providing a duplicate key is given to the LANDLORD or his AGENT. The TENANT acknowledges that whilst all due care and attention has been taken, the LANDLORD cannot guarantee that all keys to the property were returned by previous occupants. To ensure total security, it is our recommendation that the barrels in all locks be replaced.
45. The TENANT acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the AGENT within 3 business days after entering into occupation of the premises. If the Condition Report is not returned, the copy held by the AGENT will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.
46. The TENANT must check each smoke detector installed in the premises regularly to confirm that it is kept fully operational. These checks are to ensure the safety of the TENANT and the security of the premises. The TENANT must replace the battery in each smoke detector as required. The TENANT must immediately notify the AGENT of any faulty smoke detector (and confirm this advice to the AGENT in writing on the same day).
47. The TENANT acknowledges that it is not the LANDLORD'S responsibility to insure the TENANT'S possessions. The TENANT further acknowledges that the LANDLORD'S insurance policy covers only the building plus any fixtures and fittings and not the TENANT'S possessions.
48. The TENANT agrees that in the event that their Payway Card is misplaced or is not returned at the end of the tenancy a \$10.00 fee is payable.

IT IS STRONGLY RECOMMENDED THAT THE TENANT TAKE OUT CONTENTS INSURANCE COVER.

I/WE, John C Murray, have read terms 5 through to 48 inclusive and agree to abide by those terms.

TENANT/S _____

WITNESS _____

DATE

3.07.2015

The TENANT hereby acknowledges having received a copy of the Statement of Rights and Duties, two copies of the Condition Report, a copy of this Tenancy Agreement and a statement in writing from the AGENT regarding the authorisation of urgent maintenance in accordance with the provisions of the **Residential Tenancies Act 1997**.

TENANTS _____

THE FOLLOWING INFORMATION IS SUPPLIED PURSUANT TO SECTION 66 OF THE RESIDENTIAL TENANCIES ACT 1997.

The landlord is: Molly Murphy

The Landlord's Agent is: **O'Brien Real Estate Frankston Pty Ltd**
A.B.N 72 142 517 137

of: **474 Nepean Highway**
Frankston 3199

Phone: **(03) 9781 6666**

Fax: **(03) 9781 6600**

The after hours contact for urgent repairs is: **(03) 9781 6666**

Pet Agreement

This pet Agreement forms part of the Tenancy Agreement between the Owners/Agents of the property at: 5 Quamby Avenue Frankston and the following tenants: Mr J C Murray

Basis

The tenants have sought the agreement of the Owner to keep the pet(s) described below in the Schedule on the property and the Owner has consented to permit the pet(s) on the following conditions.

Agreement

The tenants agree that only the pet(s) described in the Schedule will be permitted to remain on the property and that this agreement does not include additional or replacement pets. The tenants also agree that during the course of this agreement they will:-

1. Not to allow the pet(s) inside the house at any time unless specific arrangements have been made in writing with the Owners or their agent
2. Not to allow the pet(s) to roam unrestrained in public areas other than Council approved areas.
3. Not to allow the pet(s) to disturb the peaceful and quiet enjoyment of surrounding neighbours.
4. Ensure that the current fencing is and will remain at all times adequate to restrain the pet(s).
5. Regularly remove faeces from the lawn and gardens and dispose of it in an appropriate manner.
6. The pet(s) must not be allowed to damage the property and the tenants are responsible to make good at their own expense, any damage caused by their pet(s) inside or outside the house including the gardens, lawns, fences, glass doors and windows, timber doors and frames.
7. To regularly pest control the property to prevent flea infestation.
8. To have the property professionally fumigated inside and outside and deodorised as part of the Terms and Conditions of their Tenancy Agreement when vacating the property and provide a copy of the receipt for the work to the Owner's agent.
9. Should a pet urine smell still be evident inside the property after it has been professionally fumigated inside and outside and deodorised, all floor coverings including the underlay will be removed, the affected areas cleaned and treated and all floor coverings replaced, at the tenant's expense.
10. The tenants accept full responsibility for all animals that have been allowed on the rental property, either with or without the Owners or agents permission and they will be solely liable for any loss, damage or injuries suffered by another person who may have been attacked by such an animal.
11. Should an action be brought against the Owners or their agent for any claim, action, suit or demand, the tenants will indemnify and hold harmless both the Owners and their agent.

Schedule

Details of Pet(s)

Pet Type: *CAT* Age: *3* Breed: *TABBY* Name: *'Tom'*
 The pet is registered with Council? Yes/No or Not required Registration # *0107979*

Pet Type: Age: Breed: Name:

The pet is registered with Council? Yes/No or Not required Registration #

Pet Type: Age: Breed: Name:

The pet is registered with Council? Yes/No or Not required Registration #

Dated this *31* day of *JULY* 20 *15*

Tenant Signature: *[Signature]* Tenant Signature:

Tenant Signature: *[Signature]* Tenant Signature:

Landlord Signature:

Property Report

from www.land.vic.gov.au on 02 March 2021 04:22 PM

Address: 5 QUAMBY AVENUE FRANKSTON 3199

Lot and Plan Number: Lot 86 LP113080

Standard Parcel Identifier (SPI): 86\LP113080

Local Government (Council): FRANKSTON **Council Property Number:** 200837

Directory Reference: Melway 103 B6

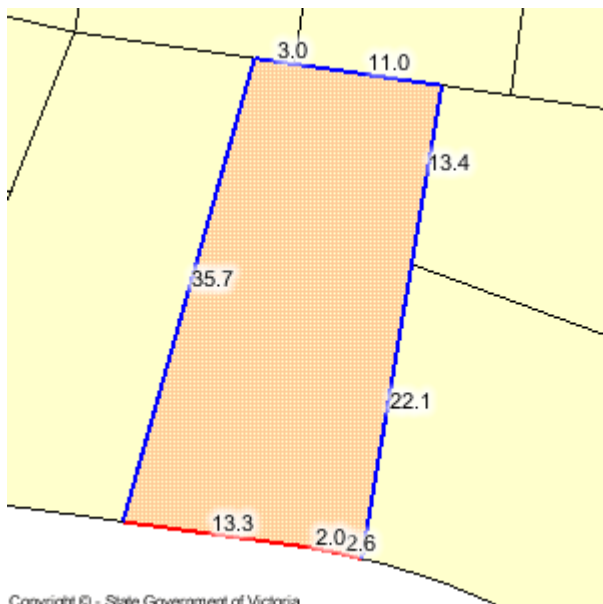
This property is not in a designated bushfire prone area.

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: 562 sq. m

Perimeter: 103 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: SOUTH-EASTERN METROPOLITAN

Legislative Assembly: FRANKSTON

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: South East Water

Melbourne Water: inside drainage boundary

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

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (R1Z)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (R1Z)

Planning Overlay: None

Areas of Aboriginal Cultural Heritage Sensitivity:

All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 24 February 2021.

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

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

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

Areas of Aboriginal Cultural Heritage Sensitivity

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

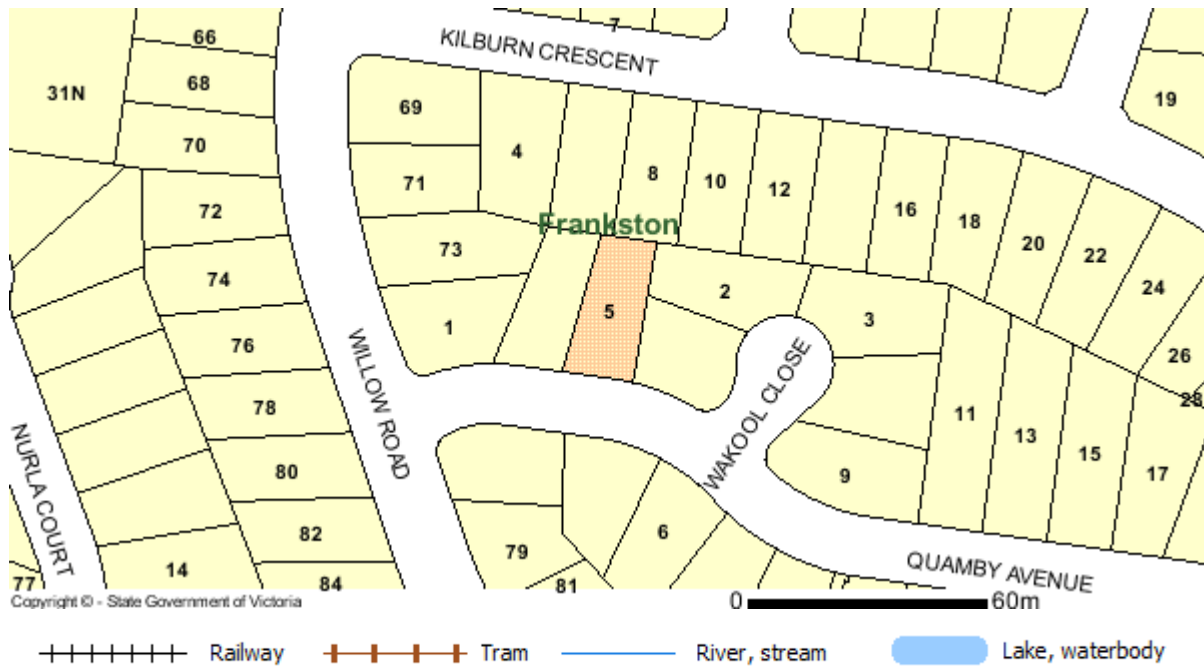
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

Area Map



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DATED

2021

MOLLY HELEN LOUISE SEARLE (FORMERLY HELEN LOUISE MURPHY)

SECTION 32 STATEMENT

Property: 5 Quamby Avenue, Frankston VIC

**Turner Legal & Conveyancing
Solicitor**

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