

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	3 Retreat Road, Flora Hill 3550	
Vendor's name	Pickotonks Pty Ltd ACN 145 176 601 as trustee for The AN & TJ Trading Trust	Date / /
Vendor's signature	Director/Secretary	
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: \$3,500.00

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.

None to the vendors knowledge.

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.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant 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 under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

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")

Not applicable.

8. SERVICES

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

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate any account with a service provider prior to settlement, and the purchaser may need to have the service reconnected.

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

Not Applicable.

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

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 1000m²; (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

Is attached.

13. ATTACHMENTS

Title Search Volume 8609 Folio 410
Copy of Plan PS044048
Residential Tenancy Agreement
Planning Report
Planning Property Report
Mine Report
Sewer Plan
Due Diligence Checklist

VIC Lands

TITLE SEARCH ON 8609 / 410

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

VOLUME 08609 FOLIO 410

Security no : 124088252316X
Produced 22/02/2021 10:36 AM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 044048.
PARENT TITLE Volume 08467 Folio 944
Created by instrument C230467 02/06/1965

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PICKOTONKS PTY LTD of 42 PICKERING ROAD LAKE MERAN VIC 3579
AJ072274F 15/07/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT225488Y 08/05/2020
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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 LP044048 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: 3 RETREAT ROAD FLORA HILL VIC 3550

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS
Effective from 08/05/2020

DOCUMENT END

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LP 44048

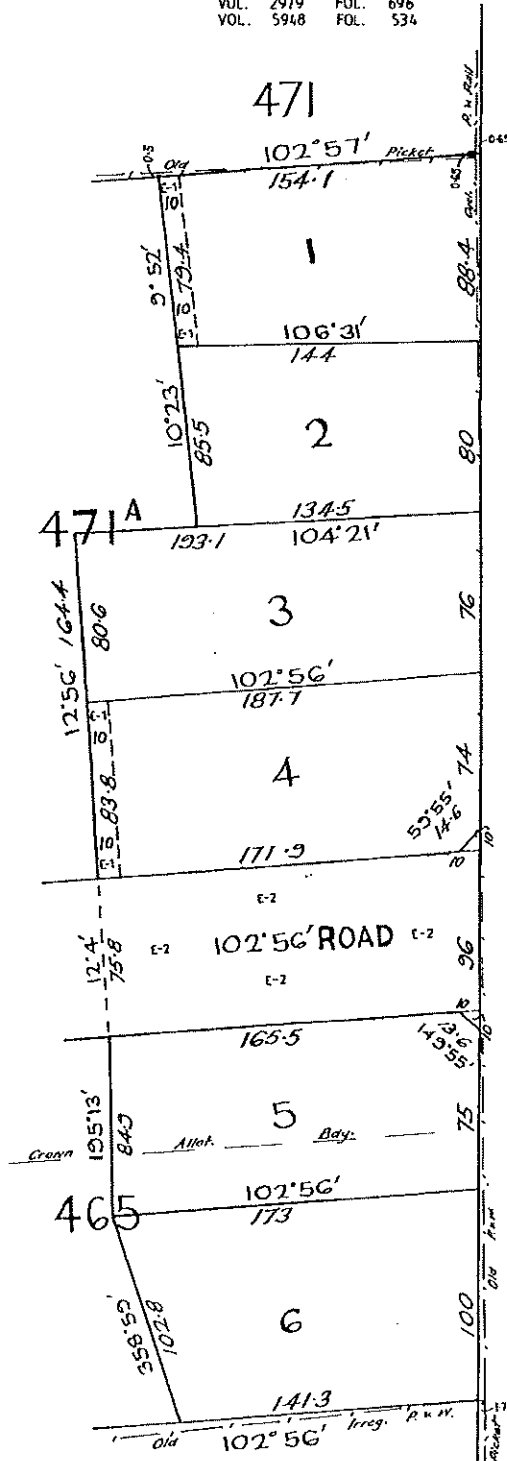
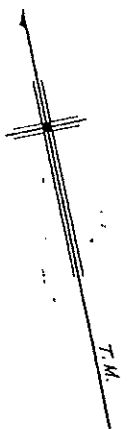
EDITION 1
PLAN MAY BE LODGED 4 DEC. 1958

PLAN OF SUBDIVISION OF PART OF CROWN ALLOTMENTS 465, & 471^A, SECTION H. AT BENDIGO PARISH OF SANDHURST



Scale of Links
VOL. 2979 FOL. 696
VOL. 5948 FOL. 534

DEPTH LIMITATION: 50 FEET (CA 471A)
DEPTH LIMITATION: 100 FEET (CA 465)



ROAD

RETREAT

COLOUR CODE

- E-1=BLUE
- E-2=BROWN

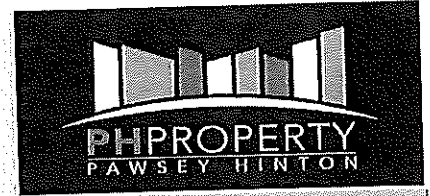
THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY AND DRAINAGE

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

Old P. & M. Map

Code 135

Residential Tenancy Agreement®



The Real Estate Institute of Victoria Ltd | www.reiv.com.au | 81 004 210 897 |

Residential Tenancies Act 1997 (Section 26(1)) (Regulation 8(1))

THIS agreement is made on the 16th day of September, 20 20
at PH Property 29 Mundy Street, Bendigo VIC 3550

BETWEEN Pickotonks Pty Ltd
(LANDLORD) C/- 29 Mundy Street, Bendigo VIC 3550

[Name, ACN (if LANDLORD is a company) and address of landlord]

(*whose agent is PH Property
29 Mundy St, Bendigo VIC 3550
03 5454 1999)

[Name, ACN (if agent is a company), business address and telephone number of agent]

AND Sarah Cemino
(TENANT) 3 Retreat Road Flora Hill, VIC 3550

Alexander Reaburn
3 Retreat Road Flora Hill, VIC 3550

[Name, ACN (if TENANT is a company) and address of tenant]

1. PREMISES

The LANDLORD lets the premises known as 3 Retreat Road Flora Hill, VIC 3550

(*together with those items indicated in the schedule of items)

2. RENT

The rent amount is (\$)300.00 The date the first rent payment is due is ___ / ___ / 20 ___

The rent amount will increase to (\$) _____ The date the first rent payment at the increased rate is due is ___ / ___ / 20 ___

Pay period: weekly fortnightly monthly _____ (insert the date of each month when the rent is due)

Place of payment: Direct Transfer

3. BOND

The TENANT must pay a bond of (\$)1,160.00 to the LANDLORD/agent on ___ / ___ / ___

In accordance with the Residential Tenancies Act 1997, the LANDLORD must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

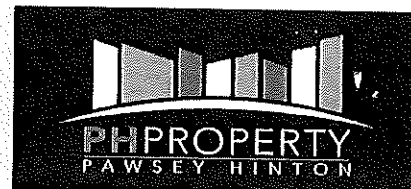
If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME Sarah Cemino AMOUNT \$ _____

NAME Alexander Reaburn AMOUNT \$ _____

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

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4. PERIOD

(a) The period of the agreement is Twelve (12) Months

commencing on the 02nd day of October, 2020

and ending on the 01st day of October, 2021

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

OR

(b) The agreement will commence on _____ day of _____, 20_____

and continue until terminated in accordance with the Residential Tenancies Act 1997.

4A. CONSENT TO ELECTRONIC SERVICE

(1) Express Consent

The TENANT: Sarah Cemino
[Check one box only]

Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:

Email address sarahcemino@mail.com

OR

Does not consent to the electronic service of notices and other documents.

The TENANT: Alexander Reaburn
[Check one box only]

Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:

Email address _____

OR

Does not consent to the electronic service of notices and other documents.

The LANDLORD: Pickotonks Pty Ltd
[Check one box only]

Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:

Email address jacky@phproperty.com.au

OR

Does not consent to the electronic service of notices and other documents.

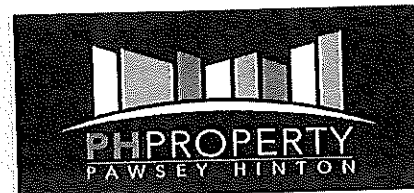
(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

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(4) Withdrawal of Consent

- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
- (b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

The LANDLORD must -

- (a) ensure that the premises are maintained in good repair; and
- (b) if the LANDLORD owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. DAMAGE TO THE PREMISES

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

7. CLEANLINESS OF THE PREMISES

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. USE OF PREMISES

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must 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 neighboring premises.

9. QUIET ENJOYMENT

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. ASSIGNMENT OR SUB-LETTING

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.

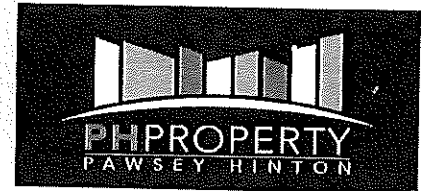
11. RESIDENTIAL TENANCIES ACT 1997

Each party must comply with the Residential Tenancies Act 1997.

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

*Schedule of Items (See Clause 1)

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ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section.

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

***Please read this important advice about writing:** in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

12. Installing goods, making alterations, additions or renovations at my premises

12.1 You must ask me in *writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

13. Other use of my premises

13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in *writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

13.2 You must ask me in *writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility charges at my premises

14.1 I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.

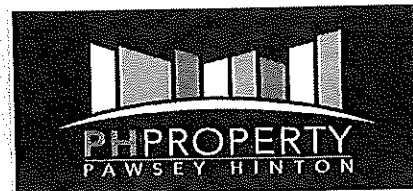
14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

14.3 If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.

14.4 If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you

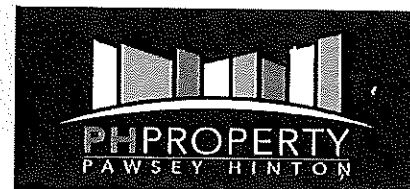
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must have the service re-connected or repaired at your cost.

- 14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.
15. **My insurances for my premises**
- 15.1 If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased. Unless you are entitled to do so by the Residential Tenancies Act 1997 or some other legislation.
- 15.2 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.
- 15.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.
16. **Light globes and fluorescent tubes at my premises**
- 16.1 You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.
17. **You must tell me about defects at my premises**
- 17.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
18. **Damage to my premises**
- 18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.
- 18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
- 18.3 When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.
- 18.4 If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.
19. **You will indemnify me in certain circumstances if things go wrong at my premises**
- 19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.
- 19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.
20. **Smoke detectors and heaters at my premises**
- 20.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

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20.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises

21.1 Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.

21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.

21.3 You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.

21.4 Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

21.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.

22. Storage and removal of waste and rubbish at my premises

22.1 You must store rubbish and waste in appropriate containers with close-fitting lids.

22.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.

22.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.

22.4 An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

23. Hanging washing at my premises

23.1 If you hang washing or other articles in the open air, you must use the clothes line provided, if any.

23.2 If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.

24. Looking after the garden at my premises

24.1 If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.

24.2 These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.

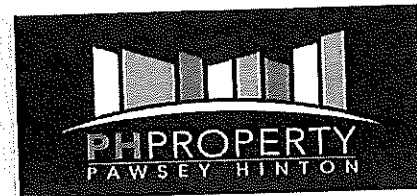
24.3 If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.

24.4 If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

25. Pets at my premises

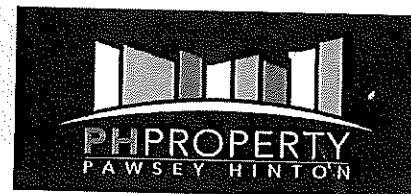
25.1 Before you have a pet of any description at my premises you must request my permission by completing the "Pet request form", which is available at consumer.vic.gov.au/renting. If you are seeking permission to have more than one pet, you must complete a separate form for each pet.

Residential Tenancy Agreement®



- 25.2 If I consent to the pet/s being at the rented premises I will record that consent on the form and supply a copy to you.
- 25.3 If I do not consent to the pet/s being at the rented premises I will notify you and within 14 days of receiving the request make application to VCAT for an order that it is reasonable for me to refuse consent to the pet request.
- 25.4 If I do not respond to your request or make application to VCAT within 14 days of receiving the request you can take it that I have consented to the request.
- 25.5 If I reasonably believe you are keeping a pet at the rented premises without my consent, I may apply to VCAT for an order to exclude the pet from the rented premises.
- 25.6 Application for my consent is not necessary if you have or are to acquire an assistance dog (a dog that is trained to perform tasks that help a person with a disability to reduce the effects of their disability). If you wish to have a pet in addition to an assistance dog an application for consent will be necessary.
26. **Assignments, subletting or abandoning my premises**
- 26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.
- 26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -
- 26.2 (a) a pro-rata letting fee;
- 26.2 (b) advertising or marketing expenses;
- 26.2 (c) rental data base checks on applicants;
- 26.2 (d) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 26.3 Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.
27. **If you intend to leave my premises when your tenancy ends**
- 27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end or 14 days before your tenancy comes to an end, if you fall within one of the categories set out in clause 237(1) of the Residential Tenancies Act 1997.
- 27.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.
- 27.3 You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.
- 27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.
28. **Remaining at my premises after your tenancy ends**
- 28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day you tell me or tell my managing agent.
- 28.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.
29. **Changing the locks and alarm code at my premises**
- 29.1 You may change the locks at my premises.

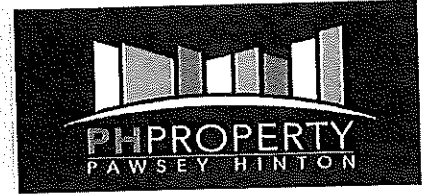
Residential Tenancy Agreement®



- 29.2 If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 29.3 You may change the code of an alarm at my premises.
- 29.4 If you change the code, you must tell me or my managing agent in writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.
30. **'To Let', 'auction' and 'for sale' signs at my premises**
- 30.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 30.2 You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.
31. **Owners corporation rules and my premises**
- 31.1 If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 31.2 You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 31.3 You do not have to contribute to owners corporation capital costs or other expenses payable by me.
32. **You cannot use your bond to pay your rent for my premises**
- 32.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 32.2 You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.
33. **Increasing the rent for my premises**
- 33.1 If this is a fixed term residential tenancy agreement, I will not increase the rent before the term ends unless the agreement
- (a) provides for a rent increase within the fixed term of a specified amount and the increase is not more than that amount; or
- (b) specifies the method by which a rent increase within the fixed term is to be calculated and the increase is not more than an amount calculated using that specified method.
- 33.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term, I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 33.3 If this is a periodic residential tenancy agreement -
- (a) if I propose to increase your rent, I will give you at least 60 days notice; and
- (b) the notice I give you will be in the form prescribed for the purpose.
- 33.4 I acknowledge I must not increase your rent at intervals of less than 12 months.
34. **Receipt of condition report / statement of rights and duties for my premises**
- 34.1 You acknowledge, before you took occupation of my premises, you received from me or my managing agent -
- (a) two copies of a condition report signed by me or by my managing agent; and
- (b) a written guide *'Renting a home: a guide for tenants'* authorised and published by the Victorian Government setting out my rights and duties as your LANDLORD and your rights and duties as my TENANT. If you consented to receiving notices electronically this guide may be provided to you electronically.
35. **Notice**
- 35.1 Unless provided for otherwise by the Residential Tenancies Act 1997, Residential Tenancies Regulations or any other legislation, non-electronic service of written notices to the LANDLORD may only be effected by post or hand

Code 135

Residential Tenancy Agreement®



delivery to:

35.1.1 the address specified in the Tenancy Agreement as the address of the LANDLORD's agent; or

35.1.2 if no agent is specified in the Tenancy Agreement, the address specified as the LANDLORD's address.

35.2 Non-electronic service of written notices to the TENANT may be effected by post or hand delivery to the rented premises the subject of the Tenancy Agreement.

Non-REIV ADDITIONAL TERMS

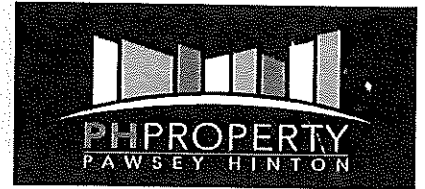
These additional terms have been added to this Residential Tenancy Agreement by the Landlord's Agent.

THE LANDLORD AGREES THE TENANT CAN KEEP 1X DOG AT THE PROPERTY. THE TENANT AGREES THE PET WILL REMAIN OUTSIDE THE PROPERTY AT ALL TIMES. THE TENANT AGREES THAT UPON VACATING THEY WILL BE RESPONSIBLE FOR THE PEST CONTROL OF FLEA'S INSIDE AND OUTSIDE OF THE PROPERTY AND TO MAKE GOOD ANY HOLES AND/OR DAMAGE AND REPAIR ANY DAMAGE TO LAWNS OR LANDSCAPING CAUSED BY THE SAID PETS. THE TENANT AGREES TO HAVE THE CURTAINS PROFESSIONALLY CLEANED AND HAVE ANY EVIDENCE OF PET HAIR REMOVED. THE TENANT AGREES THAT SHOULD THERE BE EVIDENCE OF PET URINE SMELLS IN THE PROPERTY IT WILL BE PROFESSIONALLY TREATED OR IN EXTREME CASES THE CARPET AND UNDERLAY WILL BE REPLACE IN THE EFFECTED AREAS. THE TENANT ALSO AGREES THEY ARE LIABLE FOR ANY DAMAGE TO THE PROPERTY WHICH MAYBE CAUSED BY ANY OF THE SAID PETS AS MENTIONED ABOVE.

Two handwritten signatures in black ink are present at the bottom of the page. The signature on the left is more cursive and includes a star-like flourish at the end. The signature on the right is a large, bold, stylized 'R'.

Code 135

Residential Tenancy Agreement®



SIGNATURES

LANDLORD

Pickotonks Ply Ltd

A handwritten signature in black ink, appearing to read 'G. Jones'.

(insert signature of LANDLORD)

TENANT

Sarah Cemino

A handwritten signature in black ink, appearing to read 'Sarah Cemino'.

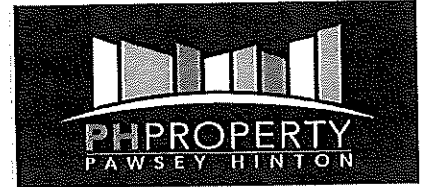
(insert signature of TENANT)

Alexander Reaburh

A handwritten signature in black ink, appearing to read 'Alexander Reaburh'.

(insert signature of TENANT)

Residential Tenancy Agreement®



NOTICE OF INFORMATION WHICH THE LANDLORD MUST GIVE TO THE TENANT Section 66, Residential Tenancies Act 1997

1. If there is no agent specified on page 1 of the Residential Tenancy Agreement:
 - (a) The Landlord's full name and address for the service of documents is the Landlord's name and address specified on page 1 of the Residential Tenancy Agreement.
 - (b) The landlord's emergency telephone number to be used in the case of the need for urgent repairs is
2. If there is an agent specified on page 1 of the Residential Tenancy Agreement:
 - (a) The agent's full name and address for the service of documents is the agent's name and address specified on page 1 of the Residential Tenancy Agreement.
 - (b) The agent's phone number is specified on page 1 of the Residential Tenancy Agreement.
 - (c) The agent's telephone number for urgent repairs is 54541999
 - (d) The agent can authorise urgent repairs
 - (e) If the agent can authorise emergency repairs, the maximum amount for repairs which the agent can authorise is \$1,800.00

NOTE TO LANDLORDS

- Before the occupation date, the tenant must be provided a document approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.
- The tenant must be given written notice of any change to any of the above information before the end of 7 days after the change.

ACKNOWLEDGEMENT BY TENANT

I, Sarah Cemino, being the tenant under the attached Tenancy Agreement, acknowledge receipt of this document, and receipt of a statement approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.

Signed: Sarah Cemino Date: 22/9/20

I, Alexander Reaburn, being the tenant under the attached Tenancy Agreement, acknowledge receipt of this document, and receipt of a statement approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.

Signed: Alexander Reaburn Date: 22/9/20

Property Report from www.land.vic.gov.au on 22 February 2021 10:42 AM

Address: 3 RETREAT ROAD FLORA HILL 3550

Lot and Plan Number: Lot 3 LP44048

Standard Parcel Identifier (SPI): 3\LP44048

Local Government (Council): GREATER BENDIGO Council Property Number: 191834

Directory Reference: VicRoads 607 U10

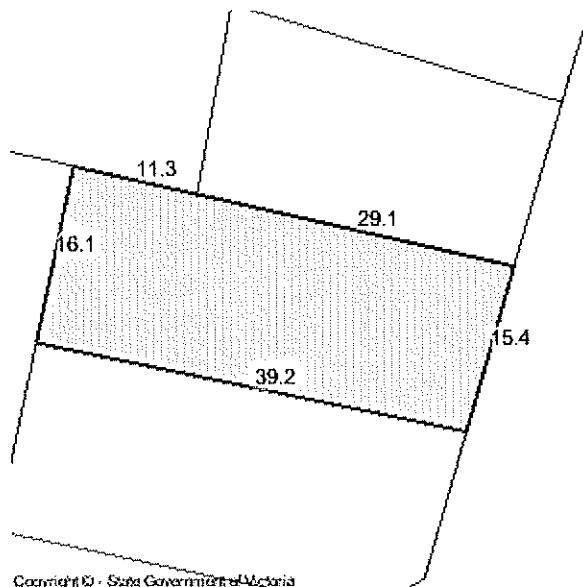
This property is not in a designated bushfire prone area.

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: 626 sq. m

Perimeter: 111 m

For this property:

— Site boundaries

- - - Road frontages

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

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

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: BENDIGO EAST

Utilities

Rural Water Corporation: Goulburn-Murray Water

Urban Water Corporation: Coliban Water

Melbourne Water: outside drainage boundary

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

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)

Planning Overlay: NEIGHBOURHOOD CHARACTER OVERLAY (NCO)
NEIGHBOURHOOD CHARACTER OVERLAY - SCHEDULE 1 (NCO1)

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 17 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.

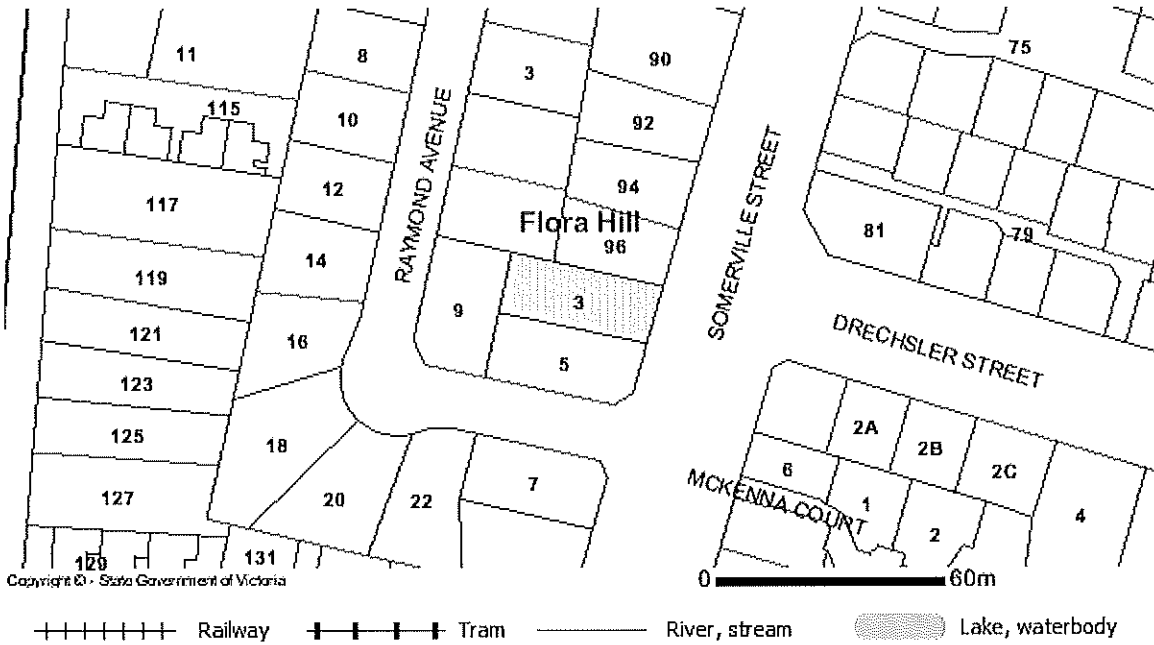
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this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

From www.planning.vic.gov.au on 22 February 2021 10:42 AM

PROPERTY DETAILS

Address: 3 RETREAT ROAD FLORA HILL 3550
Lot and Plan Number: Lot 3 LP44048
Standard Parcel Identifier (SPI): 3\LP44048
Local Government Area (Council): GREATER BENDIGO www.bendigo.vic.gov.au
Council Property Number: 191834
Planning Scheme: Greater Bendigo planning-schemes.delwp.vic.gov.au/schemes/greaterbendigo
Directory Reference: VicRoads 607 U10

UTILITIES

Rural Water Corporation: Goulburn-Murray Water
Urban Water Corporation: Coliban Water
Melbourne Water: outside drainage boundary
Power Distributor: POWERCOR

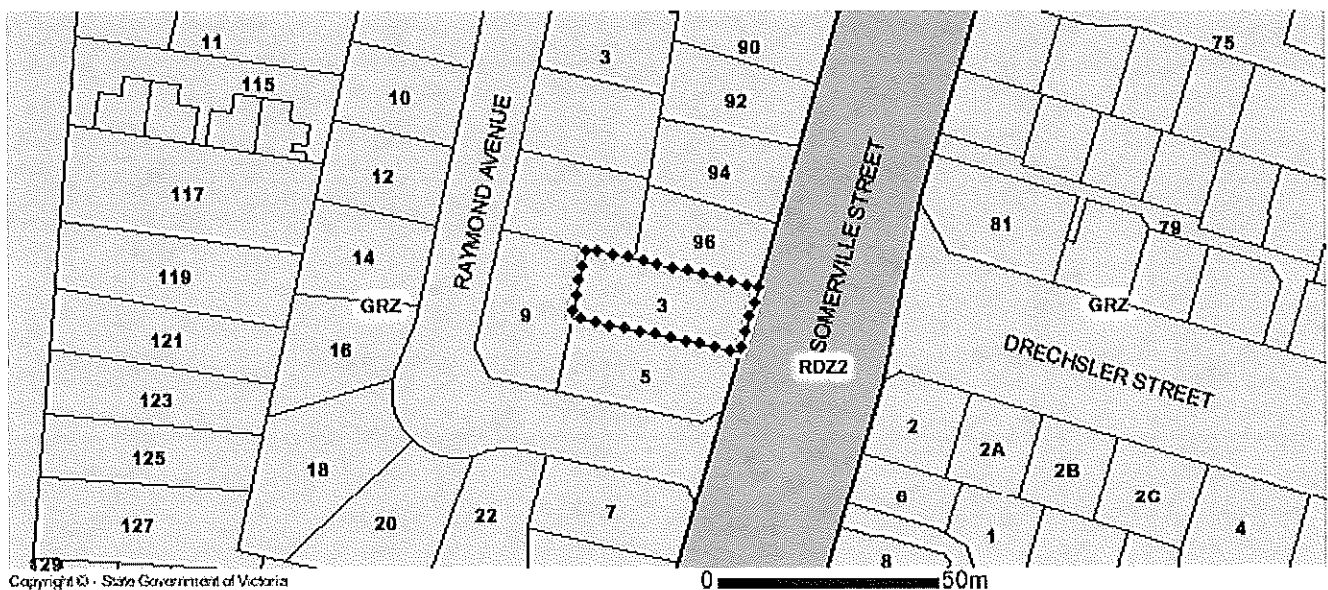
STATE ELECTORATES

Legislative Council: NORTHERN VICTORIA
Legislative Assembly: BENDIGO EAST

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)



Legend:
GRZ - General Residential
RDZ2 - Road - Category 2
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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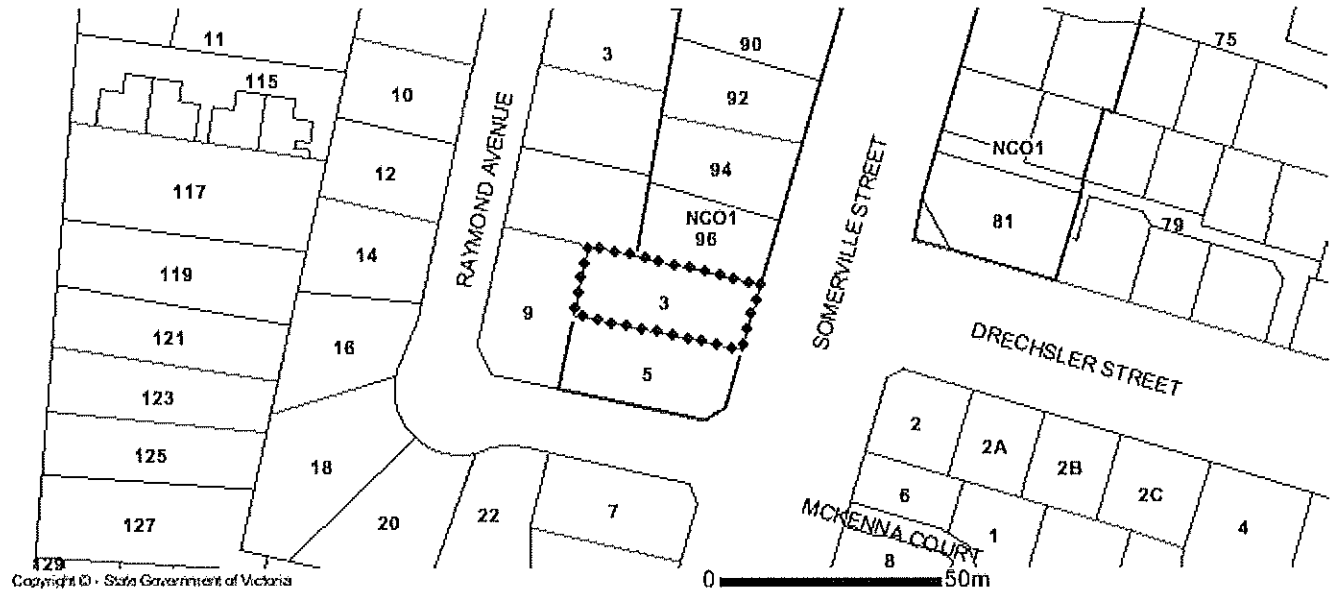
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Planning Overlay

NEIGHBOURHOOD CHARACTER OVERLAY (NCO)

NEIGHBOURHOOD CHARACTER OVERLAY - SCHEDULE 1 (NCO1)



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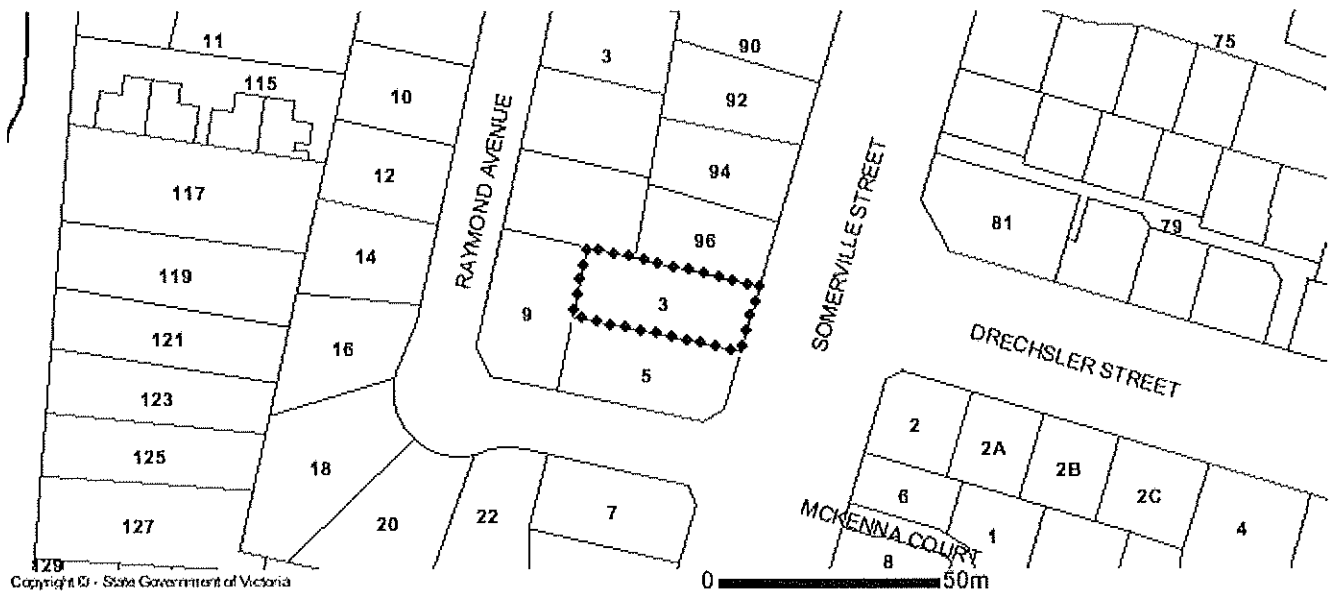
NCO - Neighbourhood Character

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

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



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LSIO - Land Subject to Inundation

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

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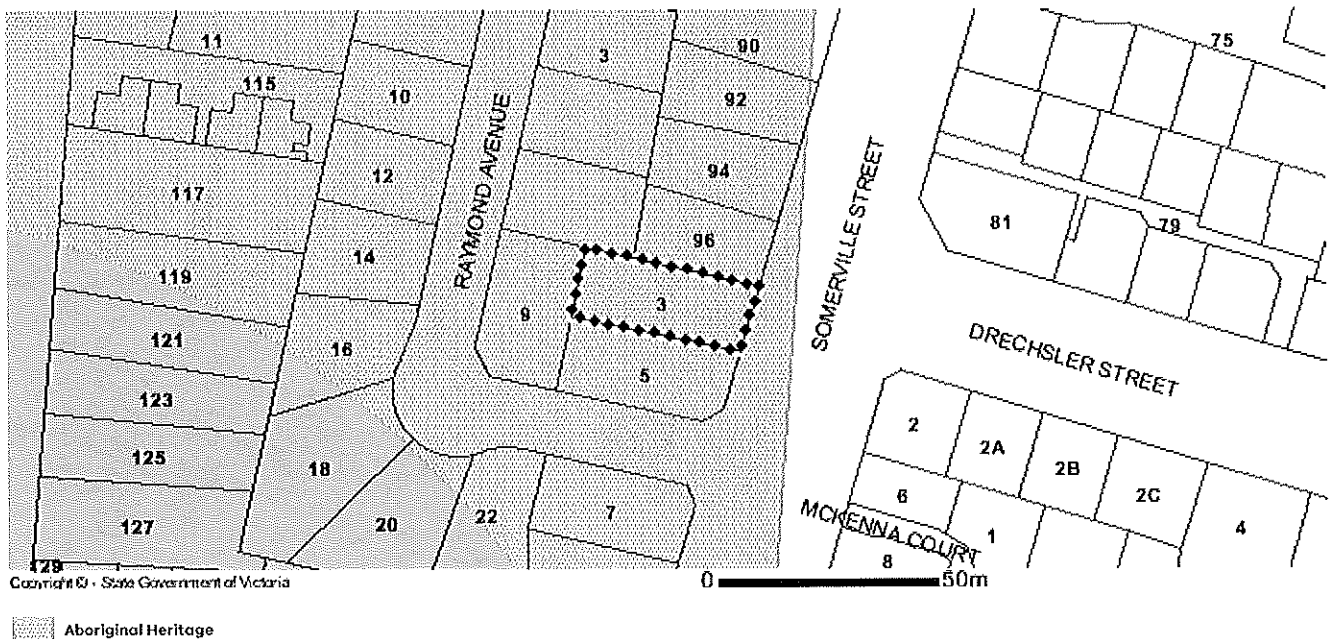
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If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings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



Further Planning Information

Planning scheme data last updated on 17 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 <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

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

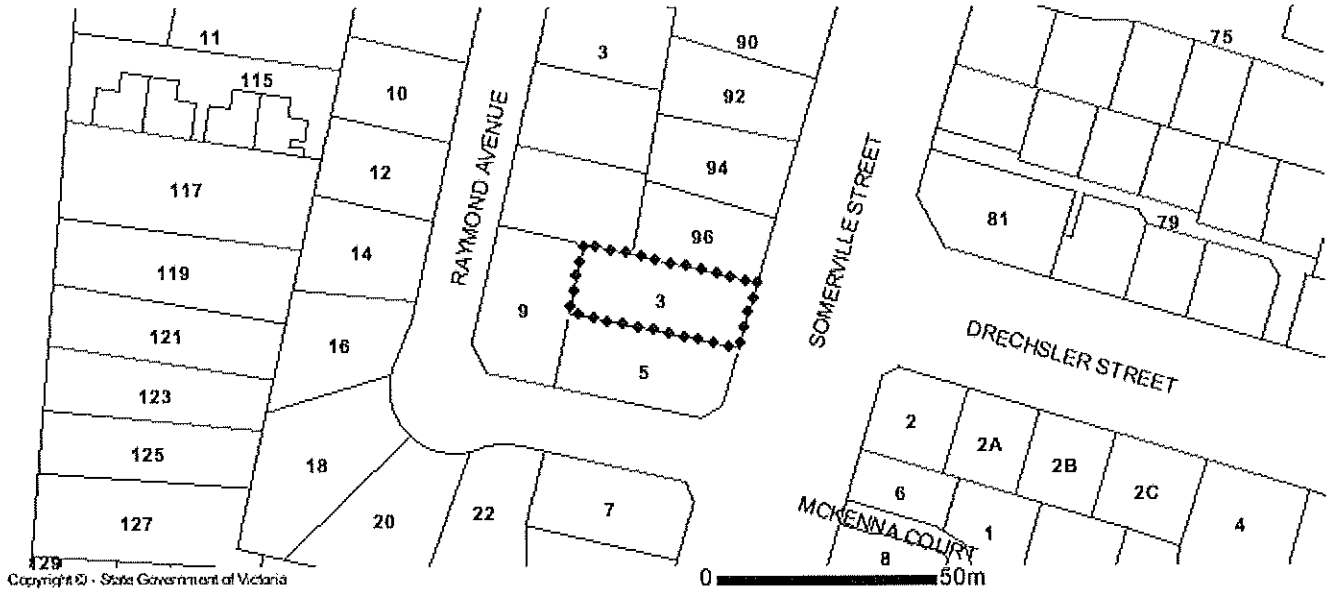
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Designated Bushfire Prone Area

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



Designated Bushfire Prone Area

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

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

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

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

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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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



HISTORIC MINING ACTIVITY Form No. 692

22 February, 2021

Property Information:

Address: 3 RETREAT ROAD FLORA HILL 3550

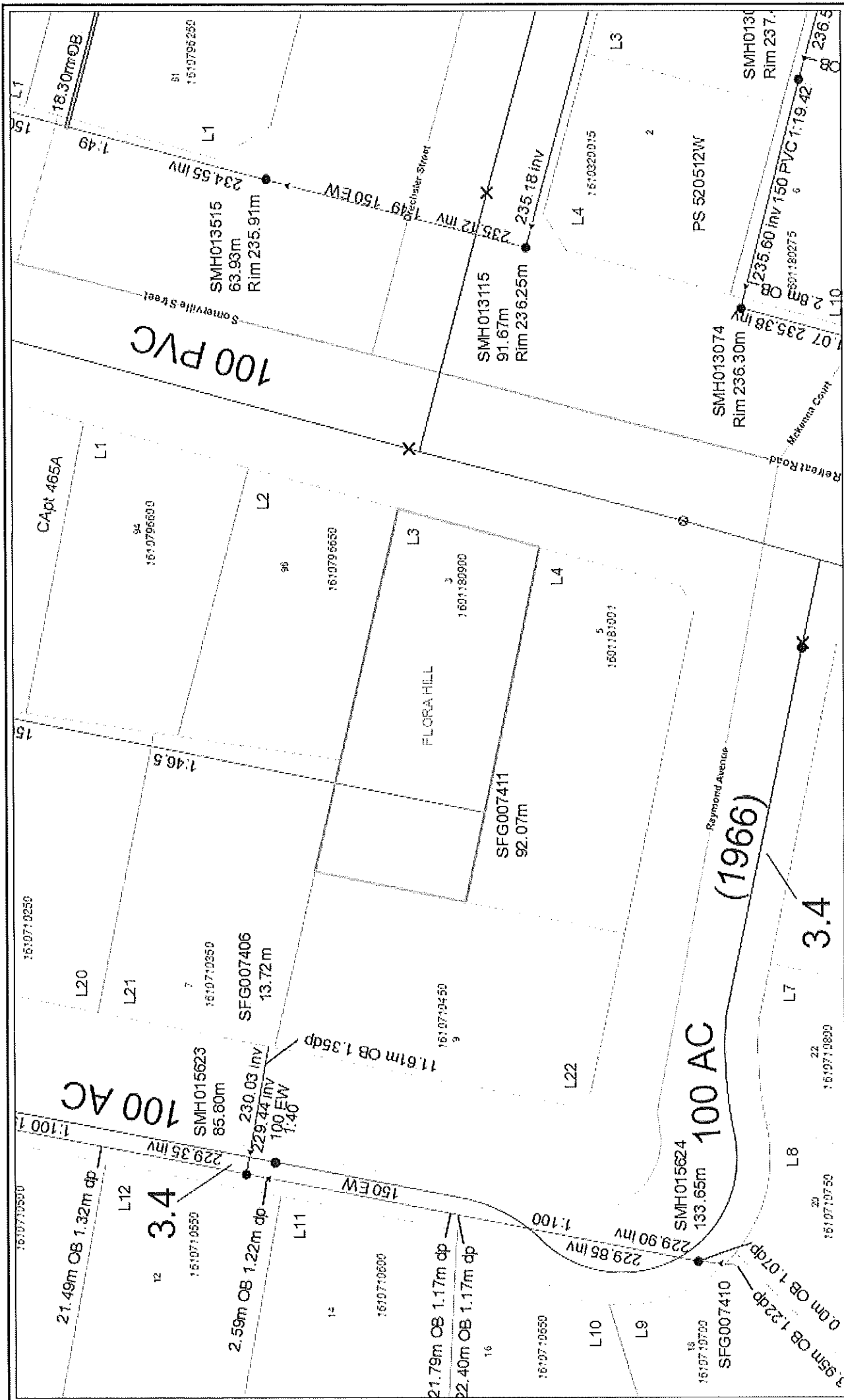
It is advised that:

Our records do not indicate the existence of any mining activity on or under this site, but the site is within an area of past prospecting or mining activity. Note that there may be unrecorded mine workings present. (3)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content. The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

For queries, contact:

Department of Jobs, Precincts and Regions
E-mail: erd_info@ecodev.vic.gov.au



Scale: 1: 500 (A4)

Coliban
WATER

Date: 22/02/2021

N

Coliban Region Water Corporation

3 RETREAT ROAD FLORA HILL 3550

Disclaimer with respect to the information provided:
Coliban Water makes no representation or warranty regarding the accuracy or completeness of the information in this document. Coliban Water further accepts no responsibility for any omissions or inaccuracies that may exist, and disclaims all liability for any loss or damage which may arise directly or indirectly from reliance on the information in this document, whether or not that loss is caused by any negligence on the part of Coliban Water or its employees.

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.

(04/10/2016)