

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	180 Smiths Lane, Cranbourne South 3977
-------------	--

Vendor's name	Francesco Demaio	Date / /
Vendor's signature		

Vendor's name	Katrina Demaio	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) Are contained in the attached certificate/s.

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

	To	
--	----	--

Other particulars (including dates and times of payments):

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.

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): -

Not Applicable.

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:

Are as follows:

None to the Vendors' knowledge

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):

Are contained in the attached certificate.

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:

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input checked="" 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

(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 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

(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)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(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)



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

Page 1 of 1

VOLUME 09972 FOLIO 042

Security no : 124079463144V
Produced 25/09/2019 02:27 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 819059A.
PARENT TITLE Volume 08263 Folio 168
Created by instrument P700978B 13/03/1990

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KATRINA DEMAIO
FRANCESCO DEMAIO both of 920 EUMUNDI KENILWORTH ROAD BELLI PARK QLD 4562
AR858215X 21/01/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR858216V 21/01/2019
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 set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP144414E 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: 180 SMITHS LANE CRANBOURNE SOUTH VIC 3977

ADMINISTRATIVE NOTICES

NIL

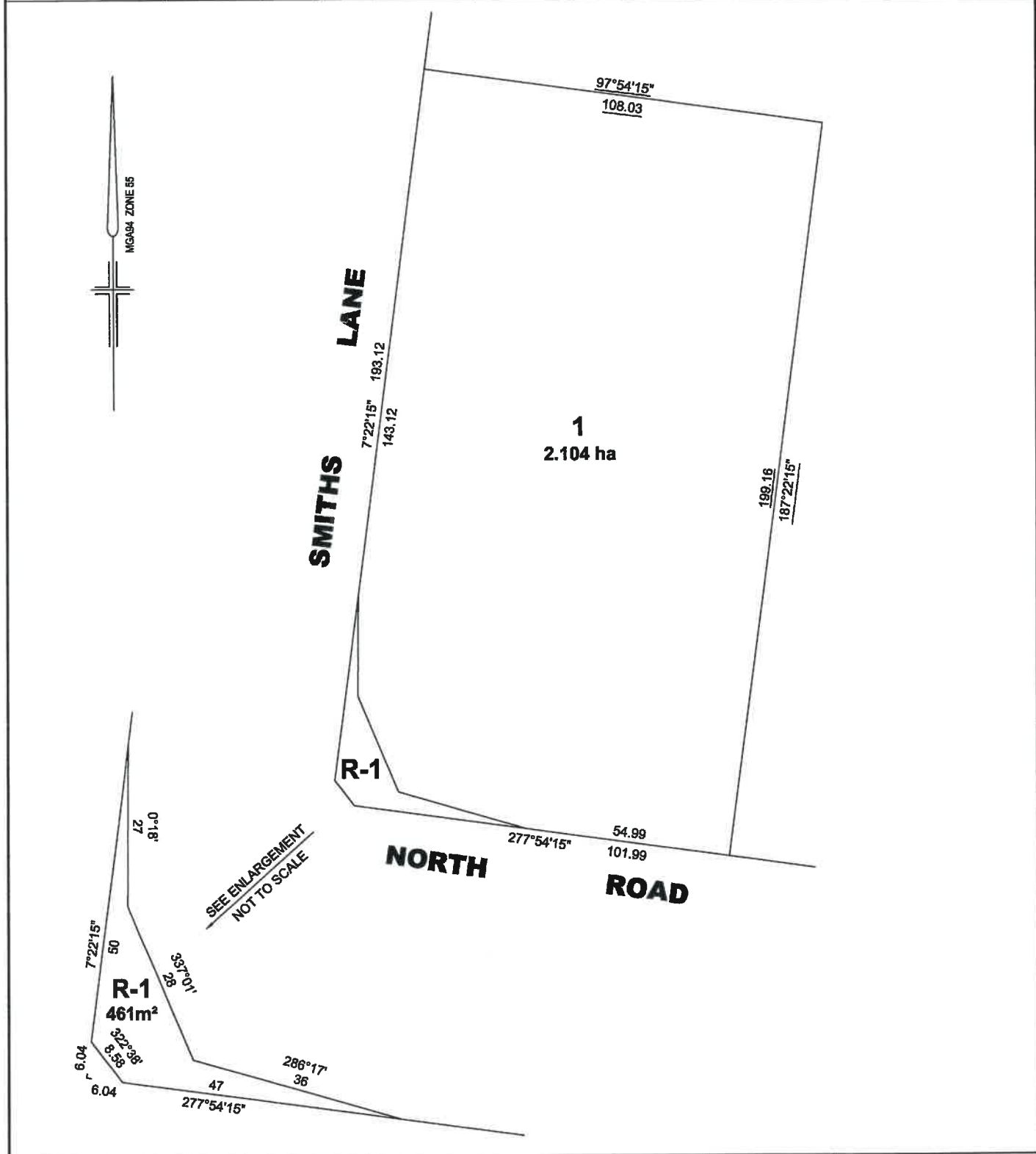
eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS
Effective from 21/01/2019

DOCUMENT END

SUBDIVISION ACT 1988		PLAN UNDER SECTION 35		EDITION 1	PLAN NUMBER PS819059A	
LOCATION OF LAND PARISH: SHERWOOD TOWNSHIP: SECTION: CROWN ALLOTMENT: 38C (PART) CROWN PORTION: TITLE REFERENCES: VOL. 9972 FOL. 042 LAST PLAN REFERENCE: LOT 1 ON TP144414E POSTAL ADDRESS: 180 SMITHS LANE, <small>(at time of subdivision)</small> CRANBOURNE SOUTH VIC 3977 MGA CO-ORDINATES: E 347 620 ZONE: 55 <small>(of approximate centre of land in plan)</small> N 5 773 620 GDA 94				Council Name: Casey City Council Council Reference Number: SubA00156/18 Planning Permit Reference: N/A SPEAR Reference Number: S120818P This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots. This plan is exempt from Part 3 of the Subdivision Act 1988. Certification This plan is certified under section 6 of the Subdivision Act 1988 Digitally signed by: Vanessa Tarr for Casey City Council on 07/06/2018		
NOTATIONS						
<p>LAND TO BE ACQUIRED BY AGREEMENT : NIL</p> <p>LAND TO BE ACQUIRED BY COMPULSORY PROCESS : ROAD R-1</p> <p>ALL THE LAND IS TO BE ACQUIRED FREE FROM ALL ENCUMBRANCES OTHER THAN ANY EASEMENTS SPECIFIED ON THIS PLAN.</p>						
VESTING OF ROADS OR RESERVES						
<small>ROADS AND RESERVES VEST IN THE COUNCIL / BODY / PERSON NAMED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED. ONLY ROADS AND RESERVES MARKED THUS (%) VEST UPON REGISTRATION OF THIS PLAN.</small>						
IDENTIFIER		COUNCIL / BODY / PERSON				
ROAD, R-1		CITY OF CASEY				
DEPTH LIMITATION: 15.24m						
EASEMENT INFORMATION					THIS IS A SPEAR PLAN STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). 65, 106 & MPDWB 87/A01 IN PROCLAIMED SURVEY AREA No. 52	
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD) <small>EASEMENTS MARKED (-) ARE EXISTING EASEMENTS EASEMENTS MARKED (+) ARE CREATED UPON REGISTRATION OF THIS PLAN. EASEMENTS MARKED (*) ARE CREATED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED. EASEMENTS MARKED (#) ARE REMOVED WHEN THE APPROPRIATE VESTING DATE IS RECORDED OR TRANSFER REGISTERED.</small>						
SYMBOL	EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN		LAND BENEFITED /IN FAVOUR OF
REF: 23043/8	VERSION: B	DATE: 02/03/18 23043-8-TF-M-B.DGN		ORIGINAL SHEET SIZE A3	SHEET 1 OF 2 SHEETS	
REEDS <small>CONSULTING</small>		Reeds Consulting Pty Ltd Lvl 4, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au		Digitally signed by: Gregory Raymond Thompson (Reeds Consulting Pty Ltd), Surveyor's Plan Version (B), 16/04/2018, SPEAR Ref: S120818P		
PLAN REGISTERED					TIME: 2.04pm DATE: 30 / 10 / 2018 HEATH RICHARDS Assistant Registrar of Titles	

PLAN OF SUBDIVISION UNDER SECTION 35 OF THE SUBDIVISION ACT 1988	PLAN NUMBER PS819059A
--	--

VESTING DATES AND TRANSFER REGISTRATION DATES OF ACQUIRED LAND									
LAND AFFECTED	LAND ACQUIRED BY COMPULSORY PROCESS PRIOR TO CERTIFICATION			LAND ACQUIRED BY COMPULSORY PROCESS AFTER REGISTRATION OF PLAN			LAND ACQUIRED BY AGREEMENT	LRS REFERENCE OF TRANSFERS OR NOTIFICATIONS OF VESTING DATES	ASSISTANT REGISTRAR OF TITLES SIGNATURE
	VESTING DATE	GOV'T GAZ.		DATE OF RECORDING OF VESTING DATE	VESTING DATE	GOV'T GAZ.			
		PAGE	YEAR			PAGE	YEAR		
ROAD, R-1					30/10/18				HJR



REF: 23043/8	VERSION: B	DATE: 02/03/18 23043-8-TF-M-B.DGN	SCALE 1:1000	<p>LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE A3	SHEET 2
			Digitally signed by: Gregory Raymond Thompson (Reeds Consulting Pty Ltd), Surveyor's Plan Version (B), 16/04/2018, SPEAR Ref: S120818P		Digitally signed by: Casey City Council, 07/06/2018, SPEAR Ref: S120818P	

TITLE PLAN	EDITION 1	TP 144414E
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Location of Land

Parish: SHERWOOD
 Township:
 Section:
 Crown Allotment:
 Crown Portion:

Last Plan Reference: LP 79388
 Derived From: VOL 9972 FOL 042
 Depth Limitation: 15.24 m

Notations

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT

COMPILED: 18/12/2000
 VERIFIED: AC

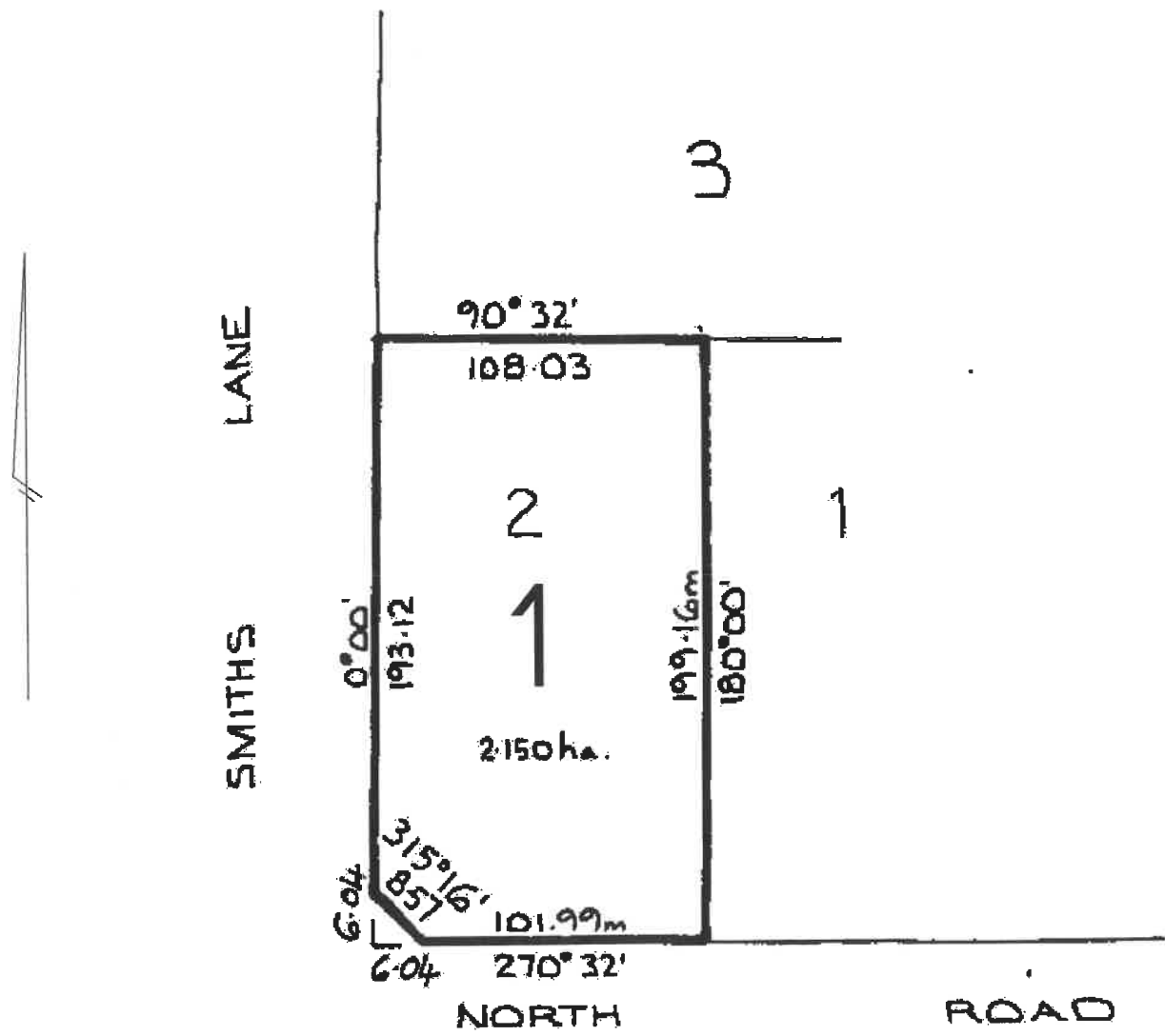


TABLE OF PARCEL IDENTIFIERS	
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	
PARCEL 1 = LOT 2 ON LP 79388	

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

611373

APPLICANT'S NAME & ADDRESS

MCCLUSKYS LAWYERS C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

DEMAIO, KATRINA

PURCHASER

N/A, N/A

REFERENCE

4514

This certificate is issued for:

LOT 1 PLAN PS819059, PLAN TP144414 ALSO KNOWN AS 180 SMITHS LANE CRANBOURNE SOUTH
CASEY CITY

The land is covered by the:

CASEY PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GREEN WEDGE A ZONE - SCHEDULE 2
- is within a BUSHFIRE MANAGEMENT OVERLAY
- and a LAND SUBJECT TO INUNDATION OVERLAY
- and abuts a ROAD ZONE CATEGORY 2
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/casey>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

25 September 2019

Hon. Richard Wynne MP
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

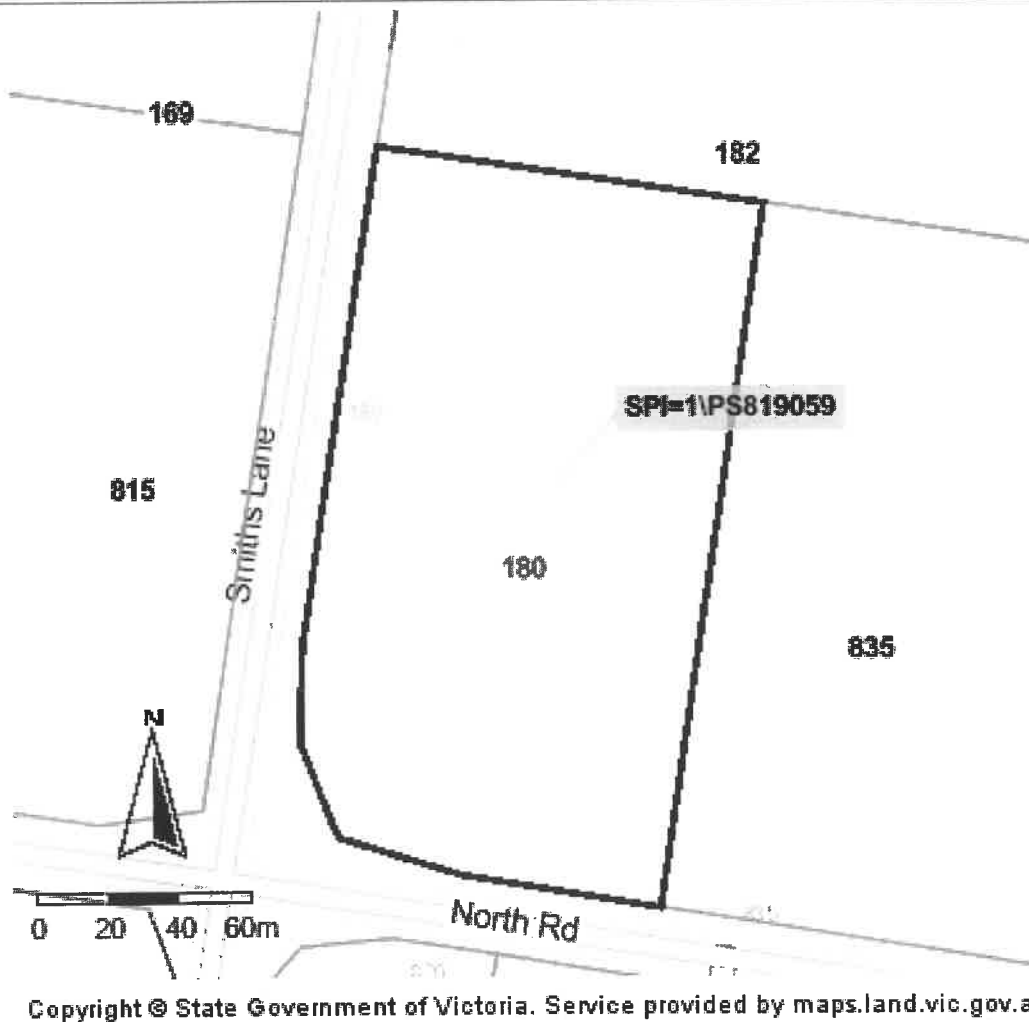
LANDATA@
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

Property Report

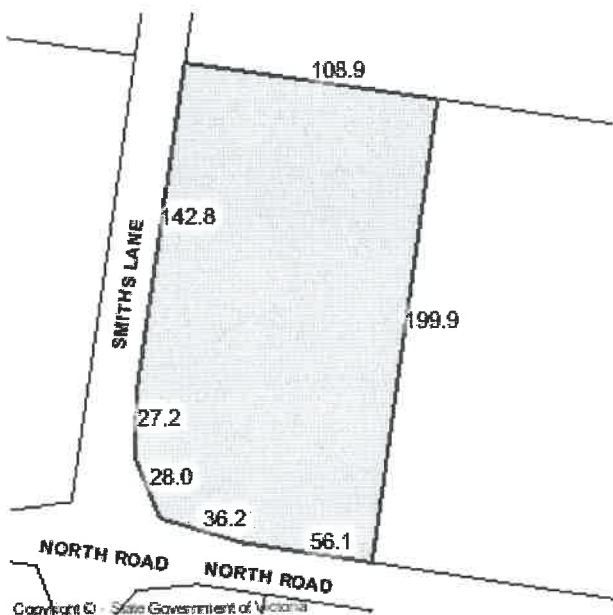
from www.land.vic.gov.au on 01 October 2019 10:17 AM

Address: 180 SMITHS LANE CRANBOURNE SOUTH 3977
Lot and Plan Number: Lot 1 PS819059
Standard Parcel Identifier (SPI): 1\PS819059
Local Government (Council): CASEY Council Property Number: 155880
Directory Reference: Melway 137 D10

This property is in a designated bushfire prone area. 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: 21275 sq. m
(2.1 ha)
Perimeter: 599 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: EASTERN VICTORIA
Legislative Assembly: HASTINGS

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

Planning Zone Summary

Planning Zone: GREEN WEDGE A ZONE (GWAZ)
GREEN WEDGE A ZONE - SCHEDULE 2 (GWAZ2)

Planning Overlays: BUSHFIRE MANAGEMENT OVERLAY (BMO)
LAND SUBJECT TO INUNDATION OVERLAY (LSIO)
LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)

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 19 September 2019.

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.

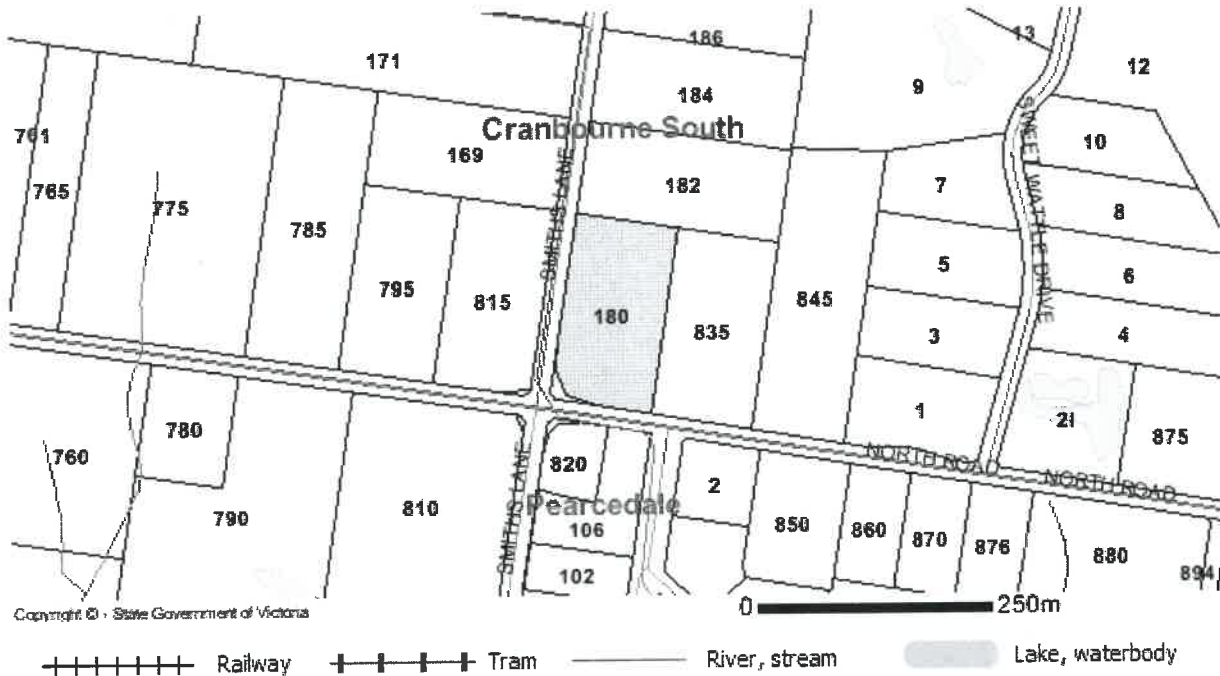
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



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ESO - Environmental Significance

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

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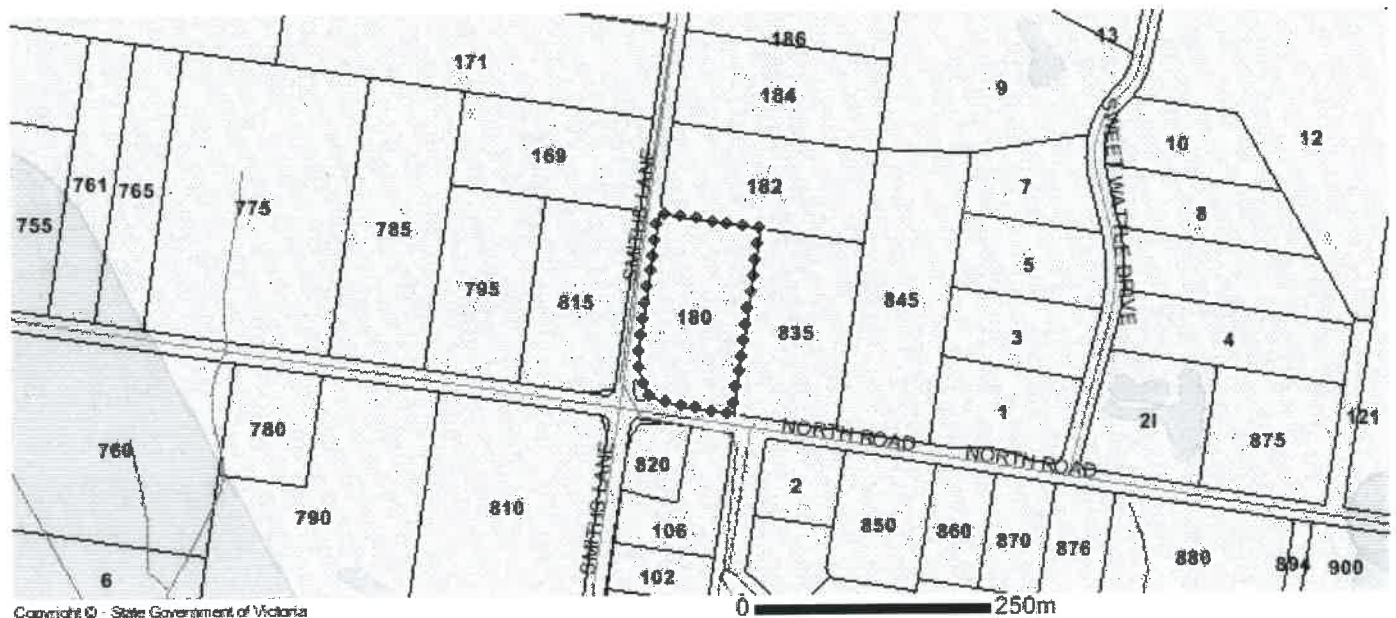
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Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

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>



Aboriginal Heritage

Further Planning Information

Planning scheme data last updated on 19 September 2019.

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>

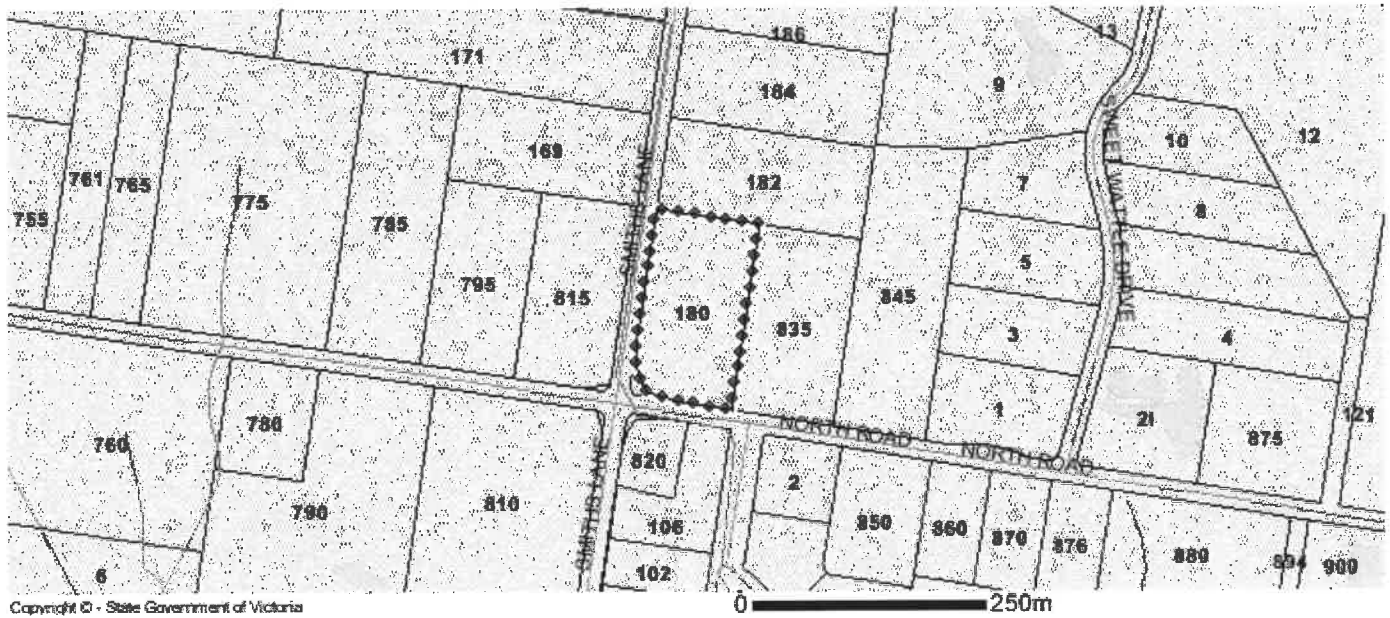
For details of surrounding properties, use this service to get the Reports for properties of interest.

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>

Designated Bushfire Prone Area

**This property is in a designated bushfire prone area.
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>

Contact City of Casey

03 9705 5200

NRS: 133 677 (for the deaf,
hearing or speech impaired)TIS: 131 450 (Translating
and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000
Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service CentresNarre Warren
Bunjil Place, Patrick Northeast DriveCranbourne
Cranbourne Park Shopping Centre

LAND INFORMATION CERTIFICATE

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate Number: wCerR/C012928
Your Reference: 4514

Issue Date: 25 September 2019

Landata - Rates Web Certificates
L 1 Casselden 2 Lonsdale St
MELBOURNE VIC 3000

Property Number:	155880
Property Address:	180 Smiths Lane CRANBOURNE SOUTH VIC 3977
Property Description:	Lot 1 PS 819059A
Land Area:	21,040 sqm

Valuation Date	1/07/2019	Effective Date	1/07/2019
Site Value	\$750,000		
Capital Improved Value	\$1,095,000		
Net Annual Value	\$54,750		

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, or under a local law of the Council and specified flood level by the Council (if any). This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Details for financial year ending 30th June 2020

Rate Category		
Current Year's General Rates	2,880.05	
Current Year's Garbage Charge	285.00	
Current Year's Fire Service Levy	183.27	
Current Rates Year's Charges - SUB TOTAL		3,348.32
Current Rates Year Adjust\Payments - SUB TOTAL		0.00
Brought Forward Credit		-8.35
Scheme Charges		
Scheme Charges - TOTAL		0.00
TOTAL BALANCE OUTSTANDING		\$3,339.97

PLEASE NOTE: In accordance with section 175(1) of the Local Government Act 1989, the purchaser must pay all overdue rates and charges at the time that person becomes the owner of the land. All other amounts must be paid by their due dates to avoid penalty interest at 10.00% p.a. Full rate payments are due by 17/02/2020.

Contact City of Casey

03 9705 5200

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hearing or speech impaired)

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and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000
Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service Centres

Narre Warren
Bunjil Place, Patrick Northeast Drive

Cranbourne
Cranbourne Park Shopping Centre



PLEASE NOTE: Council will only give verbal updates to the applicant within 60 days of this certificate and it should be noted that Council will only be held responsible for information given in writing, i.e. a new certificate, and not information provided or confirmed verbally. For further information contact Council's Rate Department.

PLEASE NOTE: If property is assessed as a Part Lot (PT) - multiple notices may be required, contact council for further information.

Should you have any queries regarding this Certificate, please contact City of Casey and quote reference **wCerR/C012928**.

A handwritten signature in black ink, appearing to read "T. Riches".

Trevor Riches
Team Leader Rates and Valuations

PLEASE NOTE:

Interest continues to accrue at 10.0% on any overdue balances until paid in full.

Electronic Payments



Billers Code: **8995**
Ref: 01558802

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from
your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au

Contact City of Casey

03 9705 5200

NRS: 133 677 (for the deaf, hearing or speech impaired)

TIS: 131 450 (Translating and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000
Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service CentresNarre Warren
Bunjil Place, Patrick Northeast DriveCranbourne
Cranbourne Park Shopping Centre

PROPERTY INFORMATION REQUEST
BUILDING SURVEYING SERVICES
 Building Interim Regulations 2017– Part 51 (1)

Search Date: 25 September 2019

Landata - Rates Web Certificates
 L 1 Casselden 2 Lonsdale St
 MELBOURNE VIC 3000

Certificate Number: CerBW002703

Your Reference: 4514

In response to your request for property information, please find as follows:-

PROPERTY DETAILS

Property Address	180 Smiths Lane CRANBOURNE SOUTH VIC 3977
Legal Description	Lot 1 PS 819059A

Part 51 (1)

In reply to your request for Building Permit particulars under Regulation 51 (1) of the Building Interim Regulations 2017, I wish to advise you that Council records for the last ten years indicate as follows:-

Building Permit No.	Date Issued	Description of Works	Final/Occ Certificate Issue Date	Occupancy Permit No.
BS-U39290/20172290/0	09/11/2017	SHED	29/11/2018	

- The property is not subject to any notices and / or orders or the like under the Building Act 1993.

NOTE:

1. The above information has been provided to the City of Casey by third parties, and as such, the City of Casey cannot guarantee its accuracy.

Additional Information:

Building Surveying Services Date 25 September 2019

Contact City of Casey

03 9705 5200

NRS: 133 677 (for the deaf, hearing or speech impaired)

TIS: 131 450 (Translating and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000
Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service Centres**Narre Warren**

Bunjil Place, Patrick Northeast Drive

Cranbourne

Cranbourne Park Shopping Centre



PROPERTY INFORMATION REQUEST
BUILDING SURVEYING SERVICES
 Building Interim Regulations 2017 – Part 51 (2)

Search Date: 25 September 2019

Landata - Rates Web Certificates
 L 1 Casselden 2 Lonsdale St
 MELBOURNE VIC 3000

Certificate Number: CerB/W002704

Your Reference: 4514

In response to your request for property information, please find as follows:-

PROPERTY DETAILS

Property Address	180 Smiths Lane CRANBOURNE SOUTH VIC 3977
Legal Description	Lot 1 PS 819059A

Part 326 (2)

Land Liable to Flooding prone. Reg 153	Yes	Designated land or works. Reg 154	Yes
Designated as subject to Attack by Termites. Reg 151	Yes	Designated as subject to Significant Snowfalls. Reg 152	No

Designated Bushfire Prone areas. Reg 155	Refer to Land Channel website http://services.land.vic.gov.au/maps/bushfire.jsp
Bushfire Attack Level specified in Planning Scheme Reg. 156	NB: These have not yet been specified in Councils Planning Scheme

Contact City of Casey

03 9705 5200

NRS: 133 677 (for the deaf,
hearing or speech impaired)

TIS: 131 450 (Translating
and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000
Narre Warren VIC 3805

ABN: 43 320 295 742

Customer Service Centres

Narre Warren
Bunjil Place, Patrick Northeast Drive

Cranbourne
Cranbourne Park Shopping Centre



Notes

1. Requests for information on Planning, Engineering, Drainage and Health Department matters should be referred directly to those departments.
2. City of Casey cannot warrant the accuracy of information provided in respect of regulation 231 (2) and 64 (1), as it relies on information provided to it by others. It is noted that the Owner may choose to obtain a complete record of the building permit documentation from Council (subject to availability of records and payment of applicable application fee) or by contacting the relevant building surveyor that was engaged for the issue of the building permit.
3. The information supplied here is correct as at the above-mentioned date.
4. The above information has been provided to the City of Casey by third parties, and as such, the City of Casey cannot guarantee its accuracy.

Building Surveying Services

Date 25 September 2019

Watershed
Building Consultants

Watershed Building Consultants ACN 116 532 755

Suite 2 / 75 Robinson Street **CLARENDON VIC 3118**
P 03 9374 3355 F 03 9374 4405 E enquiries@watershedbc.com.au

Or Seymour Street **TRARALGON VIC 3844**
P 03 5174 5400 F 03 5174 5449 E enquiries@watershedbc.com.au
W watershedbc.com.au

FORM 2
Regulation 312
Building Act 1993
Building (Interim Provisions) 2017

BUILDING PERMIT No. BS-U 39290/20172280/0 ISSUED 09/11/2017
JOB NUMBER: 17/02145

Issued to
Owner Peter & Louise Harris of Telephone 0427 392 200
Postal address 1-2 Farmhouse Court, NARRE WARREN NORTH 3804

Ownership Details
Owner Peter & Louise Harris Telephone 0427 392 200
Postal address 1-2 Farmhouse Court, NARRE WARREN NORTH 3804

Property details Number 180	Street/road Smiths Lane	City/suburb/town CRANBOURNE SOUTH	Postcode 3877
Lot/s 1	LP/PS YP144414	Volume 09972	Folio 042
Crown allotment Section		Parish	County
Municipal District Casey City Council		Unique Property Identifier	

Builder
Name Peter & Louise Harris Telephone 0427 392 200
Address 1-2 Farmhouse Court, NARRE WARREN NORTH 3804 OB Cert. No. COW < \$16000

Details of building practitioners and architects

(b) who were engaged to prepare documents forming part of the application for this permit^S

Name	Company	Category / Class	Registration No.
Woon Nis	Safety Steel Structures	Civil Engineer	EC 18866

Details of relevant planning permit
Planning permit no. P/A00478/16 Date of grant of planning permit 02/02/2017

Nature of building work
Description of building work Shed Cost of building work for project: \$15,400
Stage of building work permitted Cost of building work for this stage: \$15,400
Total floor area of new building work 120 m²

Building classification	NOW	Part
BCA Description	New Building	Shed
10a Garage, carport, shed or storage facility		

Prescribed reporting authorities
The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Date Approved	Authority	Matter	Regulation
31 Oct 2017	Council	Consent to build on designated land or works	806

Occupation or Use of building: A Certificate of Final Inspection is required prior to the occupation or use of building.

Commencement and completion:
This building work must commence by: 09/11/2018
This building work must be completed by: 09/11/2019

Handwritten signature

Handwritten signature



Watershed
Building Consultants

Watershed Building Consultants ACN 118 532 755

Suite 2 / 75 Robinson Street **DANDENONG** VIC 3175
P 03 9791 3355 F 03 9791 4495 E dandenong@watershedbc.com.au

6a Seymour Street **TRARALGON** VIC 3844
P 03 5176 5888 F 03 5176 5999 E gippsland@watershedbc.com.au

W watershedbc.com.au

FORM 17
Regulation 200
Building Act 1993
Building Regulations 2018

Certificate of Final Inspection
For Building Permit Number: BS-U 39290/20172290/0
Job No. 17/02145

Property details

Number 180	Street/road Smiths Lane	City/suburb/town CRANBOURNE	Postcode 3977
Lot/s 1	LP/PS TP144414	SOUTH	
Crown allotment	Section	Volume 09972	Folio 042
Municipal District Casey City Council		Parish	County

Building permit details

Building permit number **20172290/0**
Version of BCA applicable to building permit **2016**

Description of building work: **Shed**

BCA	BCA Description	NOW	Part
10a	Garage, carport, shed or storage facility	New Building	Shed

Directions to fix building work

If issued, all directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Relevant Building Surveyor

Name: **Ari Loupatatzis**

Registration No. **BS-U 39290**

Signature:

Certificate Number: **20172290/0** Date Of Issue: **29 November 2018**

Conditions: Nil



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

McCluskys Lawyers C/- InfoTrack
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 1 180 SMITHS LANE
CRANBOURNE SOUTH 3977
1 PS 819059

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53N//14227/26	LANDATA CER 32791847-023-8	25 SEP 2019	34747668

1. Statement of Fees Imposed

(a) By Other Authorities

Melbourne Water Corporation Total Service Charges	01/07/2019 to 30/09/2019	\$14.02
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(b) By South East Water

Water Service Charge	01/07/2019 to 30/09/2019	\$29.18
-----------------------------	--------------------------	---------

Subtotal Service Charges		<u>\$43.20</u>
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Payments		\$43.20
-----------------	--	---------

TOTAL UNPAID BALANCE		\$0.00
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- 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, Sewage 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.
- 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.

AUTHORISED OFFICER:

TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- 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.

A waterway is partly within the property, therefore any proposed development on the property is to be referred to Melbourne Water, for comment and approval - on 9679-7517.

The applicable flood level for this property is RL 35.43 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679-7517.

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.

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.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

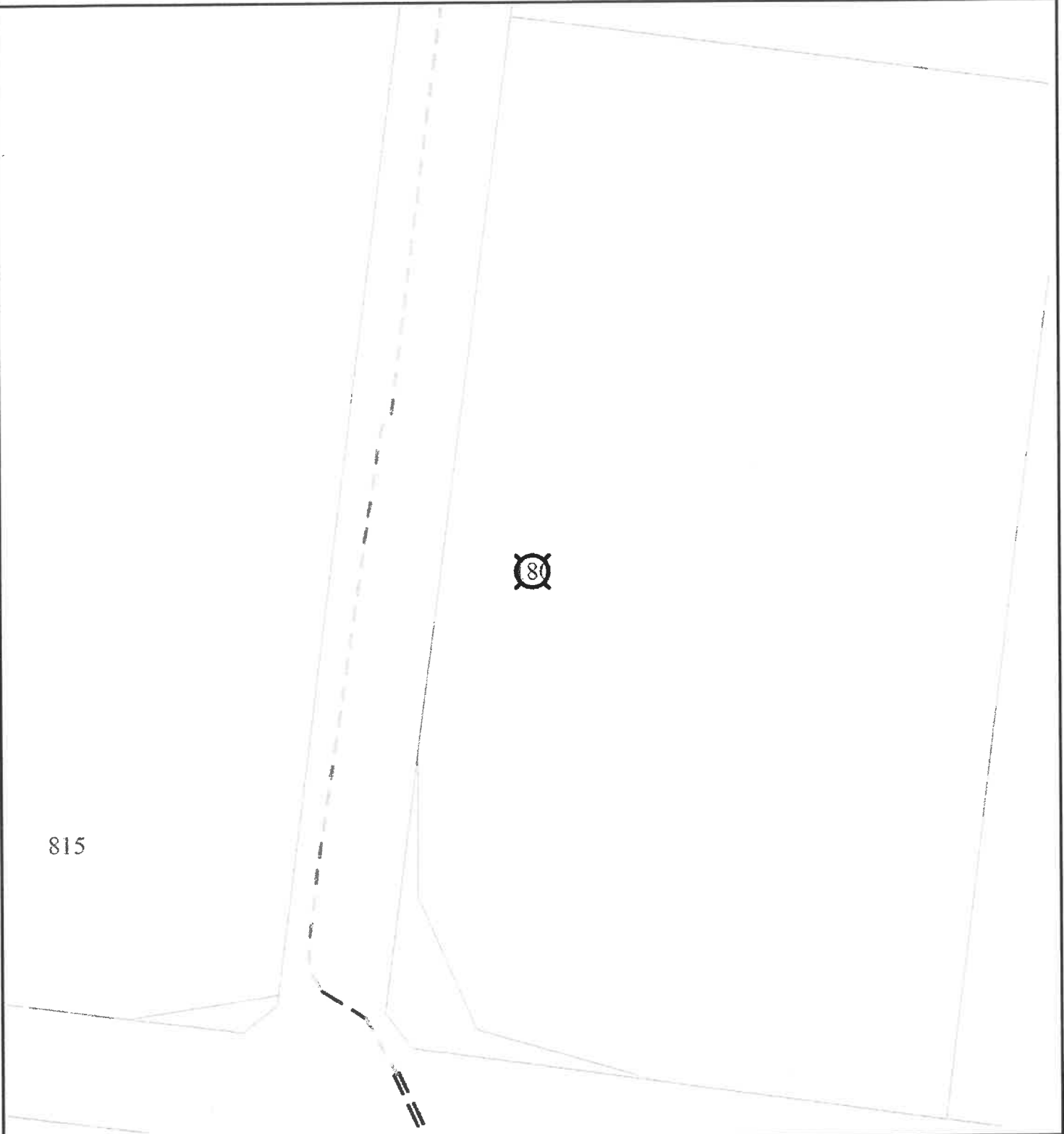
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 34747668



Date: 25SEPTEMBER2019



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	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.

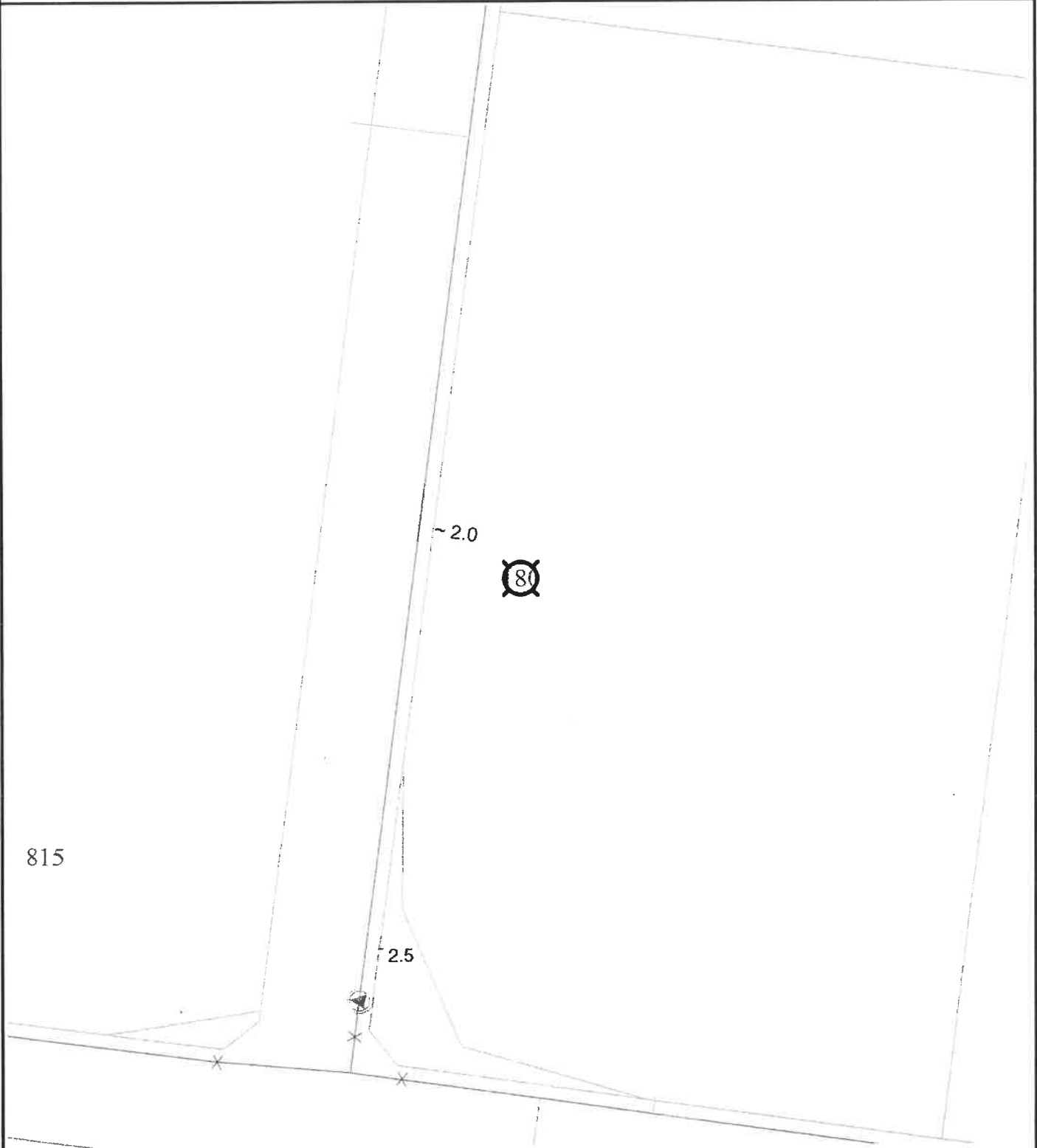


Property: Lot 1 180 SMITHS LANE CRANBOURNE SOUTH 3977

Case Number: 34747668



Date: 25SEPTEMBER2019



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LEGEND

Title/Road Boundary	Subject Property	Hydrant	Electrolysis
Proposed Title/Road	Water Main Valve	Fireplug/Washout	
Easement	Water Main 180 CKL 26.9.1975	~ 1.0	Offset from Boundary

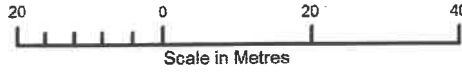
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

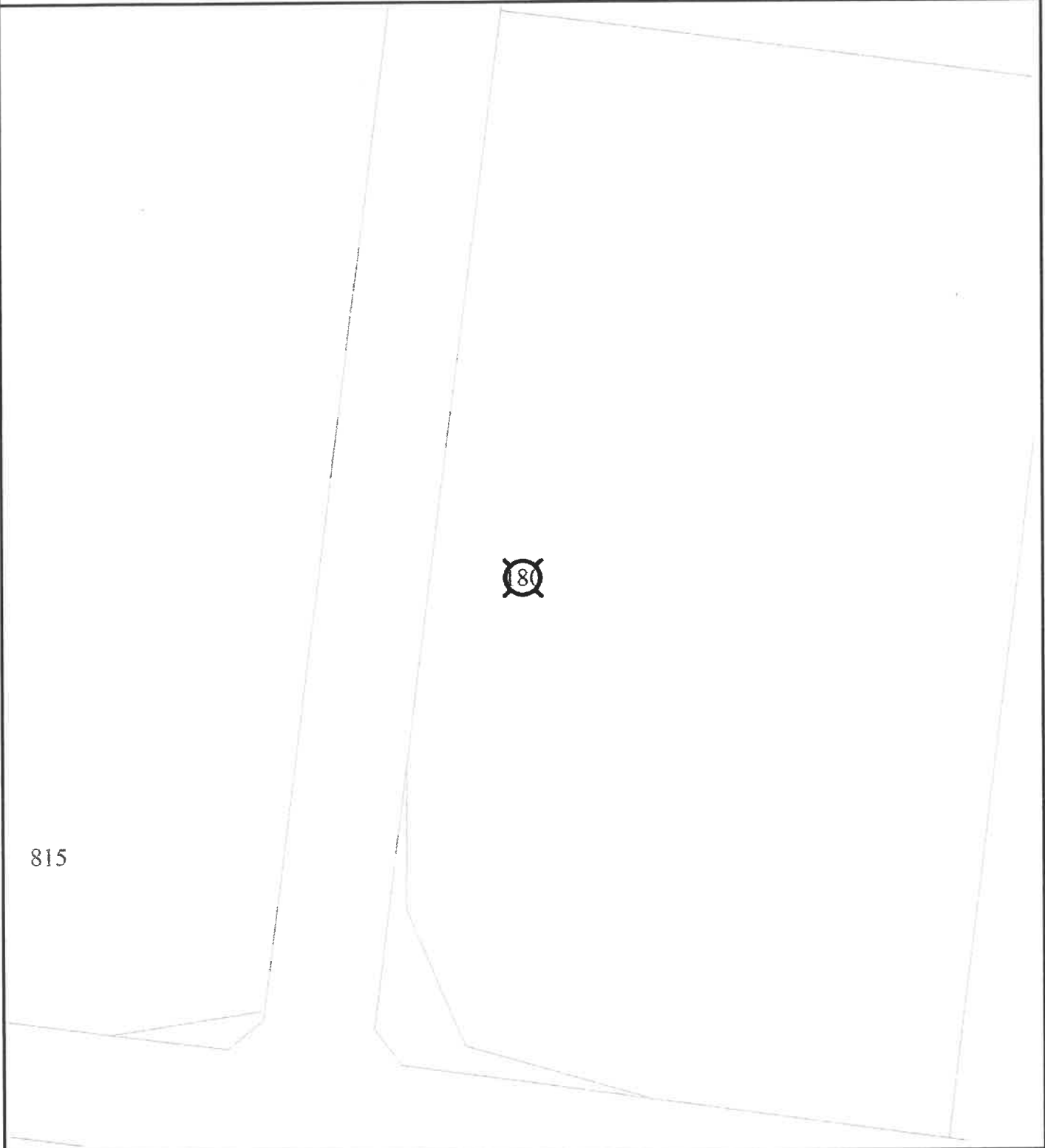
Property: Lot 1 180 SMITHS LANE CRANBOURNE SOUTH 3977



Case Number: 34747668



Date: 25SEPTEMBER2019



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	Hydrant
Proposed Title/Road	Recycled Water Main Valve	Fireplug/Washout
Easement	Recycled Water Main 100 CICL 26.9.1975	~ 1.0 Offset from Boundary



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

McCluskys Lawyers C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4514

NO PROPOSALS. As at the 25th September 2019, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

180 SMITHS LANE, CRANBOURNE SOUTH 3977
CITY OF CASEY

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 25th September 2019

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 32791847 - 32791847142750 '4514'

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / MCCLUSKYS LAWYERS

Your Reference: 190798
Certificate No: 31950379
Issue Date: 25 SEP 2019
Enquiries: ESYSPROD

Land Address: 180 SMITHS LANE CRANBOURNE SOUTH VIC 3977

Land Id	Lot	Plan	Volume	Folio	Tax Payable
22824765	1	819059	9972	42	\$0.00

Vendor: KATRINA DEMAIO & FRANCESCO DEMAIO

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS LOUISE ANN HARRIS	2019	\$720,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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:	\$1,010,000
SITE VALUE:	\$720,000
AMOUNT PAYABLE:	\$0.00

Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 31950379

- Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
- If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - vendor, or
 - purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
- You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,575.00

Taxable Value = \$720,000

Calculated as \$975 plus (\$720,000 - \$600,000) multiplied by 0.500 cents.

Land Tax Clearance Certificate - Payment Options

BPAY 	Billers Code: 5249 Ref: 31950379
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: 31950379
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(1))
Residential Tenancies Regulations 2008
(Regulation 7)

This agreement is made on the Tuesday, 12 February 2019
at 3/1065 Frankston Flinders Road, Somerville Vic 3912

Between **LANDLORD:** Frank Demaio

 AGENT: Lakre Pty Ltd T/A O'Brien Real Estate Somerville
 ABN: 37 118 096 754 ACN: 118 096 754
 Telephone: 03 5977 8877 Fax: 03 5977 8010

And **TENANT(s):** Sian Billingsley ^{Br} and Darren Myles

1. **PREMISES:** 180 Smiths Lane, Cranbourne, VIC 3977
Including Chattels: Carpets, window furnishings, oven, hot plates, range hood, Light fittings,
and as specified in the inventory and condition report

2. **RENT:** \$3,693.00 per calendar month in advance
payable on the 15th day of every month in advance

Place of payment: O'Brien Real Estate Somerville
3/1065 Frankston Flinders Road, Somerville Vic 3912

3. **BOND:** \$3,693.00
In accordance with the *Residential Tenancies Act 1997*, the LANDLORD/agent must lodge
the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after
receiving the bond.

4. **FIXED TERM AGREEMENT:**


TERM: 12 months
COMMENCEMENT DATE: 15/02/2019
TERMINATION DATE: 14/02/2020

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

~~* PERIODIC TENANCY~~

~~COMMENCEMENT DATE: _____ day of _____
and continue until terminated in accordance with the Residential Tenancies Act 1997.~~

SIGNED by the Tenant(s)



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 the premises and 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 in 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 an 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 neighbouring 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 reasonably be 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. CONSENT TO COLLECT ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

(a) The TENANT, _____

Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000.

TENANT'S email address for service: _____

(b) The LANDLORD/AGENT, OBrien Real Estate Somerville

Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000.

LANDLORD'S email address for service: somerville@obrienrealestate.com.au

OR

Does Not Consent to the electronic service of notices and other documents.

(c) If the TENANT or the LANDLORD (as the case may be) have not consented to the electronic service under clause 11(a) or clause 11(b) of this agreement, the TENANT or the LANDLORD must not infer consent to electronic service merely from the receipt or response to emails or other communications.

SIGNED by the Tenant(s)



12. WITHDRAWING CONSENT TO ELECTRONIC SERVICE

The LANDLORD or the TENANT may withdraw their consent to electronic service of notices and other documents only by giving notice in writing to the other party that notices or other documents are no longer to be sent by electronic communication.

13. 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 or Special Conditions (See Attached)

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 provisions in 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 words "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 2008 must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an SMS message, an email or facsimile check clause 11 to see if I have consented to the electronic service of notices or other documents and, if I have, check I have not given you written notice withdrawing my consent. You should also check these additional terms to see if you cannot use an SMS message for the purpose, in which case you may want use an email.

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

14.1 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.

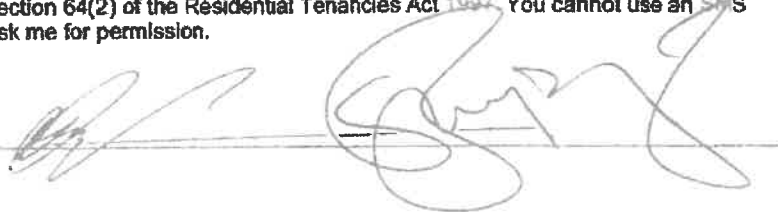
14.2 These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, 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.

15. Other use of my premises

15.1 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.

15.2 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 comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

SIGNED by the Tenant(s)



16. Utility charges at my premises

- 16.1 I am responsible for the costs and charges set out in section 53(1) and , if applicable, section 54 of the Residential Tenancies Act.
- 16.2 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" the " Current Acts- Victoria Law Today" and following the prompts.)
- 16.3 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.
- 16.4 If a service is disconnected or damaged because you are, or a person you have on my premises is at fault, you must have the service re-connected or repaired at your cost
- 16.5 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.

17. My Insurances for my premises

- 17.1 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.
- 17.2 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.
- 17.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

18. Light globes and fluorescent tubes at my house

- 18.1 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 a item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

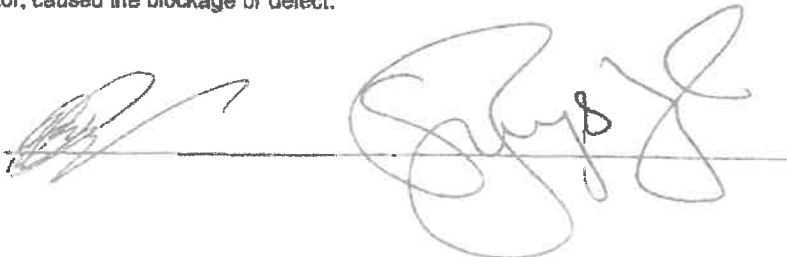
19. You must tell me about defects at my premises

- 19.1 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.

20. Damage to my premises

- 20.1 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.
- 20.2 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, excess amounts of lavatory paper , paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
- 20.3 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, have caused it.
- 20.4 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.

SIGNED by the Tenant(s)



- 21. You will indemnify me in certain circumstances if things go wrong at my premises.**
- 21.1** 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.
- 21.2** 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.
- 22. Smoke detectors and heaters at my premises**
- 22.1** 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.
- 22.2** 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.
- 22.3** 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.
- 23. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises**
- 23.1** You must not bring onto, or store inflammable liquids, gases or automotive or machinery oils or lubricants at my premises.
- 23.2** Examples of inflammable liquids and gases include motor fuels, kerosene and bottle gases. This is not a complete list. I have provided it to you as a guide only.
- 23.3** You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 23.4** Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and check 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 manufactures' recommendations or not or repairs of any sort.
- 23.5** 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.
- 24. Storage and removal of waste and rubbish at my premises.**
- 24.1** You must store rubbish and waste in appropriate containers with close-fitting lids.
- 24.2** If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 24.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 25. Hanging washing at my premises**
- 25.1** If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 25.2** 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.

SIGNED by the Tenant(s)



26. Looking after the garden at my premises

- 26.1 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.
- 26.2 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.
- 26.3 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 the 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, caused the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 26.4 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.

27. Pets at my premises.

- 27.1 Before you may have a pet of any description at my premises you must ask for permission in writing and receive it from, or my managing agent.
- 27.2 I do not have to give you permission. Nor does my managing agent have to give you permission. If permission is given, it may be on reasonable conditions.
- 27.3 If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

28. Assignments, subletting, break lease or abandoning my premises

- 28.1 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. Should you find it necessary to vacate the premises prior to the expiration of the lease, therefore breaking the terms and conditions of the lease, you acknowledge that the following costs shall be applicable to you. You shall ask me in writing or ask my managing agent in writing for written permission to assign your tenancy or sub-let my premises. You cannot use an SMS message to ask me for permission.
- 28.2 If you assign, break lease or sublet my premises without obtaining written permission beforehand or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including-
 - 28.2 (a) a pro-rata letting fee;
 - 28.2 (b) advertising or marketing expenses;
 - 28.2 (c) rental database checks on applicants;
 - 28.2 (d) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 28.3 Your obligation to pay me the expenses referred to in clauses 28.2 (a) to 28.2 (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.

SIGNED by the Tenant(s)



29. If you intend to leave my premises when your tenancy ends

- 29.1 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.
- 29.2 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.
- 29.3 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.
- 29.4 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.

30. Remaining at my premises after your tenancy ends

- 30.1 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.
- 30.2 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.

31. If I require my premises when your tenancy ends

- 31.1 If I require my premises when your tenancy ends, I, or my managing agent will tell you.
- 31.2 I, or my managing agent, will tell you by giving you *written notice in a form that is not an SMS message.

32. Changing the locks and alarm code at my premises

- 32.1 You may change the locks at my premises.
- 32.2 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.
- 32.3 You may change the code of an alarm at my premises.
- 32.4 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.

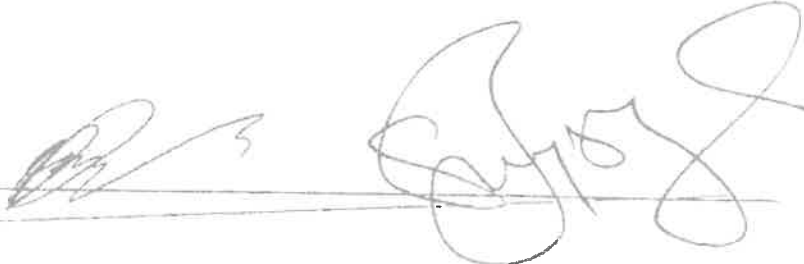
33. 'To Let', 'auction' and 'for sale' signs at my premises

- 33.1 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 premise.
- 33.2 You will allow me, or my managing agent, to put up a 'Auction' or 'For Sale' sign on my premises during the tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premise.

34. Owners corporation rules and my premises

- 34.1 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)
- 34.2 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.
- 34.3 You do not have to contribute to owners' corporation capital costs or other expenses payable by me.

SIGNED by the Tenant(s)



35. You cannot use your bond to pay your rent for my premises

35.1 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.

35.2 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.

36. Increasing the rent of my premises.

36.1 If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.

36.2 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 will be in the form prescribed for the purpose.

36.3 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.

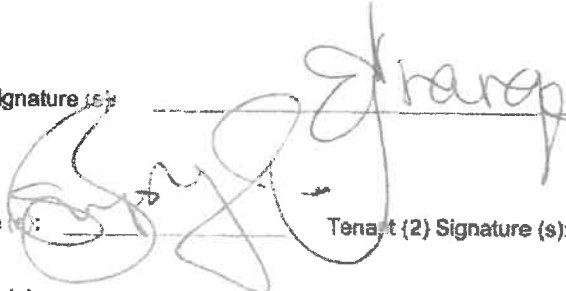
37. Receipt of condition report / statement of rights and duties for my premises

37.1 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 my managing agent; and
- (b) a written guide authorised and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.

38. Urgent repairs: Authorised \$1800.00

Landlord(s)/Agent Signature (s):



Tenant (1) Signature (s):



Tenant (2) Signature (s):



Tenant (3) Signature (s):

Tenant (4) Signature (s):

Dated:

14, 2, 2019

**AUTHORITY TO KEEP PETS
ADDITIONAL SPECIAL CLAUSE**

PROPERTY:

We hereby understand and agree that the Landlord has allowed (2) dogs to be kept at the premises listed in the schedule, and that the following conditions will be met during and at the expiration of our tenancy.

- 1 If fleas are found inside the premises, the premises will be fumigated at the tenant's expense.
2. Any damage that the pet(s) should cause shall be rectified by the tenants at the tenants expense.
- 3 The tenant(s) shall have the carpet professionally steam cleaned or dry cleaned and deodorised upon the termination of the lease.
- 4 All lawns and gardens are to be re-instated to their original condition (as at the commencement of the tenancy) at the tenant's expense should the pet(s) cause damage.
- 5 If the said pet(s) no longer resides at the premises then permission for any other pet will need to be obtained from the Landlord/Agent.
- 6 The tenant(s) accept full responsibility for any damage or nuisance caused by the dogs and shall make good any damage caused and shall indemnify the Landlord for any claims or costs arising from keeping the dogs on the premises.
- 7 The landlord reserves his right to cancel this authority should any of the above conditions not be met or any other condition of the lease agreement for the property

Tenant Signed:  Date: 14.2.19

Tenant Signed:  Date: 14/2/19

Agent/Landlord Signed:  Date: 14/2/19

