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	2 Parkes Street, Yackandandah 3749	
Vendor's name	Lauren Jean May	**Date** 13/10/2020
Vendor's signature		
Vendor's name	Trevor James May	**Date** 13/10/20
Vendor's signature	TJM	
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: $5,000.00

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

	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.

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**

The required specified information is as follows:

Name of planning scheme	Indigo Shire Planning Scheme
Name of responsible authority	Indigo Shire Council
Zoning of the land	General Residential Zone - General Residential Zone - Schedule 1
Name of planning overlay	Development Plan Overlay - Development Plan Overlay - Schedule 1 & Bushfire Management Overlay - Bushfire Management Overlay - Schedule 1

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:

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

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.)

☐ Vacant Residential Land or Land with a Residence

☒ Attach Due Diligence Checklist (this will be attached if ticked)

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)

Register search statement
Copy of plan
Covenant
Section 173 Agreement
Property report
Planning property report
Rates notice
Water bill
Lease
Due diligence checklist

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

VOLUME 11332 FOLIO 449

Security no : 124086014481B
Produced 13/10/2020 10:08 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 645621T.
PARENT TITLE Volume 10983 Folio 304
Created by instrument PS645621T 13/02/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
TREVOR JAMES MAY
LAUREN JEAN MAY both of 3 CHURCH STREET YACKANDANDAH VIC 3749
PS645621T 13/02/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL702458U 21/02/2015
AFSH NOMINEES PTY LTD

COVENANT PS527140V 13/12/2006

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.

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
W280813N 10/09/1999

DIAGRAM LOCATION

SEE PS645621T 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: 2 PARKES STREET YACKANDANDAH VIC 3749

DOCUMENT END

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Document Type	**Plan**
Document Identification	**PS645621T**
Number of Pages (excluding this cover sheet)	**1**
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PLAN OF SUBDIVISION

STAGE No. /

LR USE ONLY
EDITION 1

Plan number
PS645621T

LOCATION OF LAND

PARISH: YACKANDANDAH
TOWNSHIP: ———
SECTION: F
CROWN ALLOTMENT: 15 (PART)
CROWN PORTION: ———
TITLE REFERENCES: Vol.10983 Fol.304
LAST PLAN REFERENCE: PS527140V (LOT 1)
POSTAL ADDRESS: (At time of subdivision) 4 PLATYPUS PLACE YACKANDANDAH 3749
MGA Co-ordinates (of approx. centre of plan) E 486 500 ZONE 55 N 5981 420

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: INDIGO SHIRE COUNCIL REF: 07-122

1. This plan is certified under section 6 of the Subdivision Act 1988
2. ~~This plan is certified under section 11(7) of the Subdivision Act 1988~~
   ~~Date of original certification under section 6 . . / . . / . . . .~~
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE
(i) A requirement for public open space under section 18 of the Subdivision Act 1988 ~~has~~/has not been made.
(ii) The requirement has been satisfied.
(iii) The requirement is to be satisfied in Stage . . . . . .

Council Delegate
~~Council Seal~~
Date 31/03/11

Re-certified under section 11(7) of the Subdivision Act 1988
Council Delegate
Council Seal
Date / /

LRS USE ONLY

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
RECEIVED ☑
DATE: 09/02/2012

LRS USE ONLY
PLAN REGISTERED
TIME: 9:13am
DATE: 13/02/2012
R.Witney
Assistant Registrar of Titles

NOTATIONS

DEPTH LIMITATION: NIL

STAGING:
This is not a staged subdivision.

Planning Permit No. 07-122

SURVEY:
This plan is not based on survey.

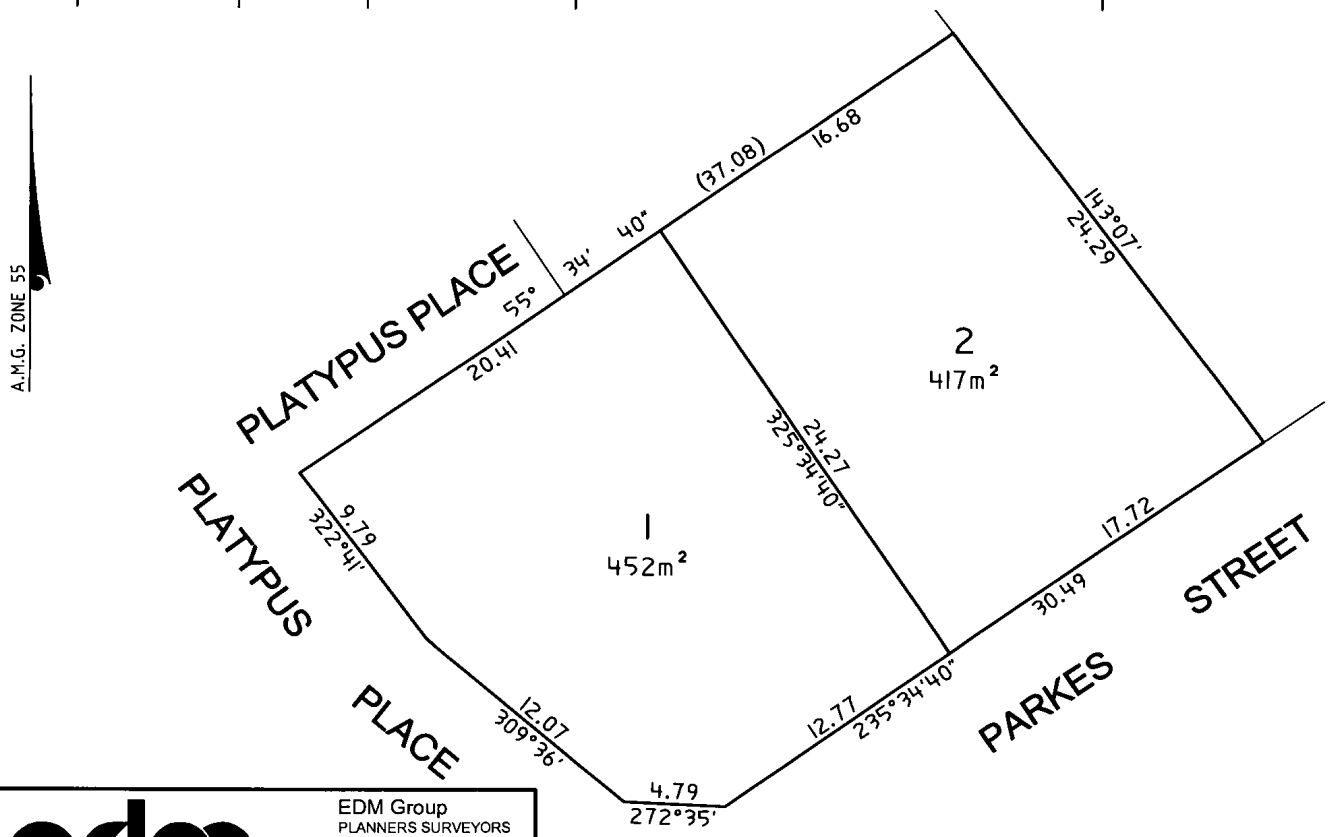
This Survey has been connected to Permanent Mark's No.

In Proclamed Survey Area No.

EASEMENT INFORMATION

LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement(Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour Of
NIL				



EDM Group
PLANNERS SURVEYORS & ENGINEERS
OFFICES 99 HUME ST
PO Box 317 WODONGA 3689
Ph (02) 6057 8578
Fax (02) 6056 2392
info@edmgroup.com.au
ABN 37 437 501 349
www.edmgroup.com.au

SHEET 1 OF 1 SHEET

SCALE
2.5 0 2.5 5 7.5 10 12.5
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:250
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) RUSSELL JOHN DOUTHAT
SIGNATURE .....
DATE 19/01/11
REF 06013201 VERSION 01

DATE 31/03/11
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

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Document Type	**Instrument**
Document Identification	**W280813N**
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OFFICE OF TITLES VICTORIA P.R.

W280813N
100999 1204 173

APPLICATION FOR RECORDING OF AN AGREEMENT
SECTION 181(1) PLANNING & ENVIRONMENT ACT 1987

Application by
Responsible Authority,
Relevant Authority,
Referral Authority or Council
For the making of a recording of an agreement
Section 181(1) Planning and Environment Act 1987

Lodged by:

Name:	Nevin Lenne & Gross
Phone:	(03)5752-1255
Address:	57 Clyde Street, Myrtleford 3737
Ref:	CRM:ACH:16504
Customer Code:	1318K

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Volume 10035 folio 989. → NOW = 10471 - 338 & 339

Authority or Council: Indigo Shire Council of Ford Street, Beechworth in the State of Victoria.

DB 18.10.00

Section and Act under which the agreement is made: Section 173 Planning and Environment Act 1987.

A copy of the agreement is attached to this application.

Date: 8/9/99

Signed: Peter O'Dwyer
TOWN PLANNING OFFICER

AMENDED
22 NOV 1999
With consent of
Current Practitioner for
Applicant LDE

Please register and issue title to:
Australia and New Zealand Banking Group Limited

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
ACN 005357522
579 DEAN ST.
ALBURY, N.S.W.

DW280813N-1-4

DB 18.10.00

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THIS AGREEMENT is made the 15th day of November One thousand nine hundred and ninety-nine

B E T W E E N :

INDIGO SHIRE COUNCIL of Ford Street, Beechworth in the State of Victoria ("the Council")

First Part

A N D :

Nelson Douglas McIntosh and Kathleen Elizabeth McIntosh both of Twists Creek Road, Yackandandah in the State of Victoria ("the owners")

Second Part

1. **DEFINITIONS**

In this Agreement, unless the context clearly indicates or requires to the contrary, the following words and expressions have the following meanings:

"the Act" meaning the Planning and Environment Act 1987.

"the Agreement" or "this Agreement" means this Agreement and any Agreement executed by the parties expressed to be supplemental to this Agreement.

"the Council" means the Indigo Shire Council.

"effective date" means the date of this Agreement.

"the land" means lot 1 on Plan of Subdivision PS304905H and being the land more particularly described in Certificate of Title Volume 10035 Folio 989.

W280813N
100999 1204 173
DW280813N-2-1

Delivered by LANDATA®, timestamp 13/10/2020 10:12 Page 3 of 16

"Lot 1" means lot 1 shown on the proposed subdivision plan or any amendment to Lot 1 required by the Council for the purpose of the subdivision of the land.

"Lot 2" means lot 2 shown on the proposed subdivision plan or any amendment to Lot 2 required by the Council for the purpose of the subdivision of the land.

"the outline development plan" means a plan, sheet 2 of 2, marked "golf course subdivision outline development plan for Lot 1 PS304905H" attached to the planning permit.

"the owners" means Nelson Douglas McIntosh and Kathleen Elizabeth McIntosh and any person or persons entitled from time to time to be or who are registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the land or any part of it.

"the planning permit" means planning permit number P98/262 issued by the Council on 20th January 1999 and attached to this agreement, and any alterations or amendments to the planning permit.

"the proposed subdivision plan" means a plan, sheet 1 of 2, marked "golf course subdivision proposed subdivision of Lot 1 PS304905H" attached to the planning permit.

"the scheme" means the Yackandandah Planning Scheme and all parts of that scheme as it may be amended from time to time.

W280813N
100999 1204 173
DW280813N-3-9

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2. **INTRODUCTION:**

2.1. The owners are the registered proprietors of the land.

2.2. The Council is the responsible authority pursuant to the Act for the scheme.

2.3. On the 20th January 1999 the Council granted the planning permit permitting the land to be subdivided into two (2) lots.

2.4. Under paragraph four (4) of the planning permit, the owners must enter into an agreement under section 173 of the Act with the Council to provide for the following:

(i) the construction of roads and reticulated services in the event of the future subdivision of Lot 2 in accordance with the outline development plan; and

(ii) the temporary provision of access and water to Lot 1 pending the future subdivision of Lot 2.

2.5. It is the intention of the owners to subdivide the land immediately into Lot 1 and Lot 2 and subsequently to develop Lot 2.

2.6 Following that subdivision and pending the development and subdivision of Lot 2, the registered proprietors for the time being of Lot 1 shall be permitted access to Lot 1 over Lot 2 and a water supply from the existing water tank, the location of the access and water tank being shown on the proposed subdivision plan where marked "existing driveway access".

2.7 The Council and the owners have agreed to enter this agreement to satisfy the requirements of paragraph 4 of the planning permit and to secure access by road and to water to Lot 1.

Delivered by LANDATA®, timestamp 13/10/2020 10:12 Page 5 of 16

3. **INTERPRETATION:**

3.1 The singular includes the plural and the plural includes the singular.

3.2 A reference to a gender includes a reference to each other gender.

3.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.

3.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

3.5 A reference to a Planning Scheme shall include any amendment, consolidation or replacement of such Scheme.

3.6 A reference to a statute shall include any statute amending, consolidating or replacing same and any regulations made under such statute.

3.7 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of the Agreement. Where in this Agreement the Council may exercise any power duty or function, that power may be exercised on behalf of the Council by an authorised officer.

3.8 The introductory clauses to this Agreement are and will be deemed to form part of the Agreement.

4. **AGREEMENT UNDER SECTION 173 OF THE ACT**

The Council and the owners agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

5. **EFFECT OF AGREEMENT**

5.1 This Agreement shall come into force and effect on the date of this Agreement.

DW280813N-5-3

W280813N
100999 1204 173

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5.2 The obligations of the owners under this Agreement, being obligations to be performed by the owners as conditions under which the land may be used or developed for specified purposes, and being intended to achieve or advance the objectives of the scheme, will take effect as separate and severable covenants which shall be annexed to and run at law and equity with the land to bind the owners and each successor, assignee or transferee of the owners and the registered proprietor or proprietors for the time being of the land and every part of the land.

5.3 The owners covenant and agree with the Council that the owners will take all necessary steps to comply with the obligations of each and every clause in this Agreement.

6. COVENANTS OF OWNERS

6.1 The owners covenant and agree: -

(a) that in the event of the future subdivision of Lot 2 they shall construct roads and reticulated services on Lot 2 in accordance with or substantially in accordance with the outline development plan;

(b) to provide satisfactory all-weather access to Lot 1 and access to the water tank for the registered proprietors for the time being of Lot 1 over that part of Lot 2 shown as "existing driveway access" on the proposed subdivision plan pending the commencement of the subdivision and development of Lot 2;

(c) that in the event that the subdivision or part of the subdivision of Lot 2 affects any part of Lot 2 shown as "existing driveway access" on the proposed subdivision plan, they shall make provision at the expense of the owners for temporary all-weather access and access

Delivered by LANDATA®, timestamp 13/10/2020 10:11 Page 7 of 16

DW280813N-7-8

to the water tank or an alternative water source to Lot 1 or for the registered proprietors of Lot 1;

(d) that prior to the conclusion of the subdivision of that part of Lot 2 currently shown as "existing driveway access" on the proposed subdivision plan, they shall provide all-weather access and reticulated services to Lot 1, such reticulated services being a town water supply and facilities for disposal of sewerage, other waste water and storm water, in accordance with the outline development plan or substantially in accordance with the outline development plan;

(e) to have prepared an application pursuant to Section 181 of the Act enabling the registration of this Agreement at the Land Titles Office and further to pay any duties or fees payable in connection with either this Agreement or the registration of this Agreement at the Land Titles Office;

W280813N 100999 1204 173

(f) that they will agree to do all things necessary including the signing of any further agreements, undertakings, covenants, consents, approvals or other documents necessary for the purpose of ensuring that they carry out their covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the owners of such covenants and undertakings; and

(g) that they will immediately upon the execution of this Agreement take all necessary steps to complete the registration of this Agreement at the Land Titles Office.

6.2 The registered proprietors for the time being of Lot 1 shall not make any objection to the Council or the registered proprietors for the time being of Lot 2 about the future subdivision and development of Lot 2, provided that

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the owners or the registered proprietors for the time being of Lot 2 comply with the covenants and agreements contained in paragraph 6.1 of this Agreement.

6.3 Nothing contained in paragraph 6.1(a), (b), (c) or (d) shall operate to impose any obligation upon any registered proprietor of Lot 1 other than Nelson Douglas McIntosh or Kathleen Elizabeth McIntosh.

6.4 For the avoidance of doubt, the expression "access to the water tank" shall include a right for the owners for the time being of Lot 1 to source water from the dam marked on the proposed subdivision plan and the outline development plan immediately adjacent to the northern most boundary of Lot 1, but so that nothing in this agreement shall oblige the owners to provide a supply of water from that dam.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect of this Agreement, the owners shall until such time as a memorandum of this Agreement is registered on the title to the land ensure that their successors in title: -

(a) give effect to and do all acts and sign all documents as to require them to give effect to this Agreement; and

(b) execute under seal a deed agreeing to be bound by the terms of this Agreement and thereupon this Agreement shall continue as if executed by such successors' name and such successors' names appeared in each clause in which the names of the owners appear and in addition to the name of the owners.

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8. **OWNER'S WARRANTIES**

Without limiting the operation or effect which this Agreement has, the owners warrant and covenant that: -

(a) the owners are entitled to be the registered proprietors of the land and the beneficial owners thereof;

(b) there will be no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the owners affecting the land not disclosed by usual searches or notified to the Council; and

(c) the owners shall not sell, transfer, dispose of or assign mortgage or part with the possession of the land or any part thereof without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

9. **OWNERS' ACKNOWLEDGEMENT**

The owners expressly acknowledge and agree that nothing in this Agreement nor the performance by the owners of any of its obligations under this agreement does or will or restrain, limit or otherwise fetter the exercise by the Council of the power, duties and discretions that the Council has or may have (as planning authority, responsible authority or otherwise) under the Act or under the scheme to consider, approve, amend or require further information in respect of: -

(a) any plans submitted by the owners to the Council for approval;

(b) any new or additional application made by the owners for amendment to the scheme in respect of the land;

(c) any application made by the owners to the Council for the grant of a permit or for consent or approval for the carrying out of any development or use on the land for which a permit or approval or consent is required; or

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(d) any application to amend the planning permit or the proposed subdivision plan or the outline development plan.

10. **GENERAL**

10.1 A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

(a) by delivering it personally to that party;

(b) by sending it by pre-paid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

(c) by sending it by facsimile.

10.2 A notice or other communication is deemed served: -

(a) if delivered, on the next following business day;

(b) if posted, on the expiration of two (2) business days after the dated of posting; or

(c) if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day then on the following business day after such request.

10.3 Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as the other party shall reasonably require for completely effecting this Agreement.

10.4 If a Court, Arbitrator, Tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

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11. PROPER LAW

The proper law of this Agreement is the law of the State of Victoria and insofar as it is appropriate the law of the Commonwealth of Australia.

EXECUTED BY THE PARTIES ON THE DATE SET OUT OF THE COMMENCEMENT OF THIS AGREEMENT.

THE COMMON SEAL of the Indigo Shire Council was hereunto affixed in the presence of: -

.....
Mayor

.....
Councillor

.....
Chief Executive Officer

SIGNED by Nelson Douglas McIntosh
in the presence of: -

SIGNED by Kathleen Elizabeth McIntosh
in the presence of: -

W280813N
100999 1204 173

DW280813N-11-9

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INDIGO SHIRE COUNCIL

COPY

PLANNING PERMIT

PERMIT NUMBER:	**P98/262**
PLANNING SCHEME:	**Yackandandah Planning Scheme**
RESPONSIBLE AUTHORITY:	**Indigo Shire Council**
PROPERTY NUMBER:	**3061050.01**

ADDRESS OF THE LAND:

Lot 1 PS 304905 Racecourse Road, Yackandandah.

THE PERMIT ALLOWS:

The land to be subdivided in accordance with the endorsed plan.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before a plan of subdivision can be certified, plans prepared by a licensed surveyor to the satisfaction of the Responsible Authority, must be submitted to and approved by the Responsible Authority. The plans must be generally in accordance with the plans submitted with the application, drawn to scale showing all bearings, distances, levels, street names, lot numbers, lot sizes, and easements.

2. All stormwater from the property shall be discharged to a legal and adequate point to the satisfaction of the Responsible Authority.

3. The applicant/landowner shall:
i) Re-arrange, to the satisfaction of Eastern Energy, any existing private electric lines that cross boundaries of the proposed lots to supply existing installations. Such lines shall be constructed with underground cables.
ii) Set aside on the plan of subdivision for the use of Eastern Energy reserves satisfactory to e where any electric substation (other than a pole mounted type) is required to service the subdivision.
iii) Provide easements satisfactory to Eastern Energy Ltd, where easements have not otherwise been provided, for all existing Eastern Energy electric lines on the land and for any new power lines required to service the lots and adjoining land, or to be located on public roads set out on the plan. These easements shall be for the purpose of "Power Line" in favour of Eastern Energy Ltd.

Signature for the Responsible Authority .....

W280813N
100999 1204 173

DW280813N-12-7

Delivered by LANDATA®, timestamp 13/10/2020 10:11 Page 13 of 16

INDIGO SHIRE COUNCIL

iv) Adjust the position of any existing easement(s) for power lines to accord with the position of the line(s) as determined by survey.

v) Obtain the approval of Eastern Energy, to lot boundaries within any area affected by an easement for a power line and for the construction of any works in such an area.

4. The applicant must enter into an agreement under Section 173 of the Act with the Responsible Authority to provide for the following:
i) the construction of roads and reticulated services in the event of the future subdivision of Lot 2 in accordance with the endorsed outline development plan; and
ii) the temporary provision of access and water to Lot 1 pending the future subdivision of Lot 2.

5. The existing on-site effluent disposal and treatment system shall comply with the provisions of the Environment Protection Authority Code of Practice - Septic Tanks (1996) so as to ensure all effluent and wastewater is disposed of and absorbed within the boundaries of the land to the satisfaction of Council's Environmental Health Officer.

6. This permit will expire if one of the following circumstances applies:
(i) The Plan of Subdivision is not certified within two years of the date of this permit.
(ii) The development is not started within two years of the date of certification of the Plan of Subdivision.
(iii) The development is not completed within two years of the date of commencement
The Responsible Authority may extend the periods referred to if a request is made in writing before the period expires or within three months of the date of expiration.

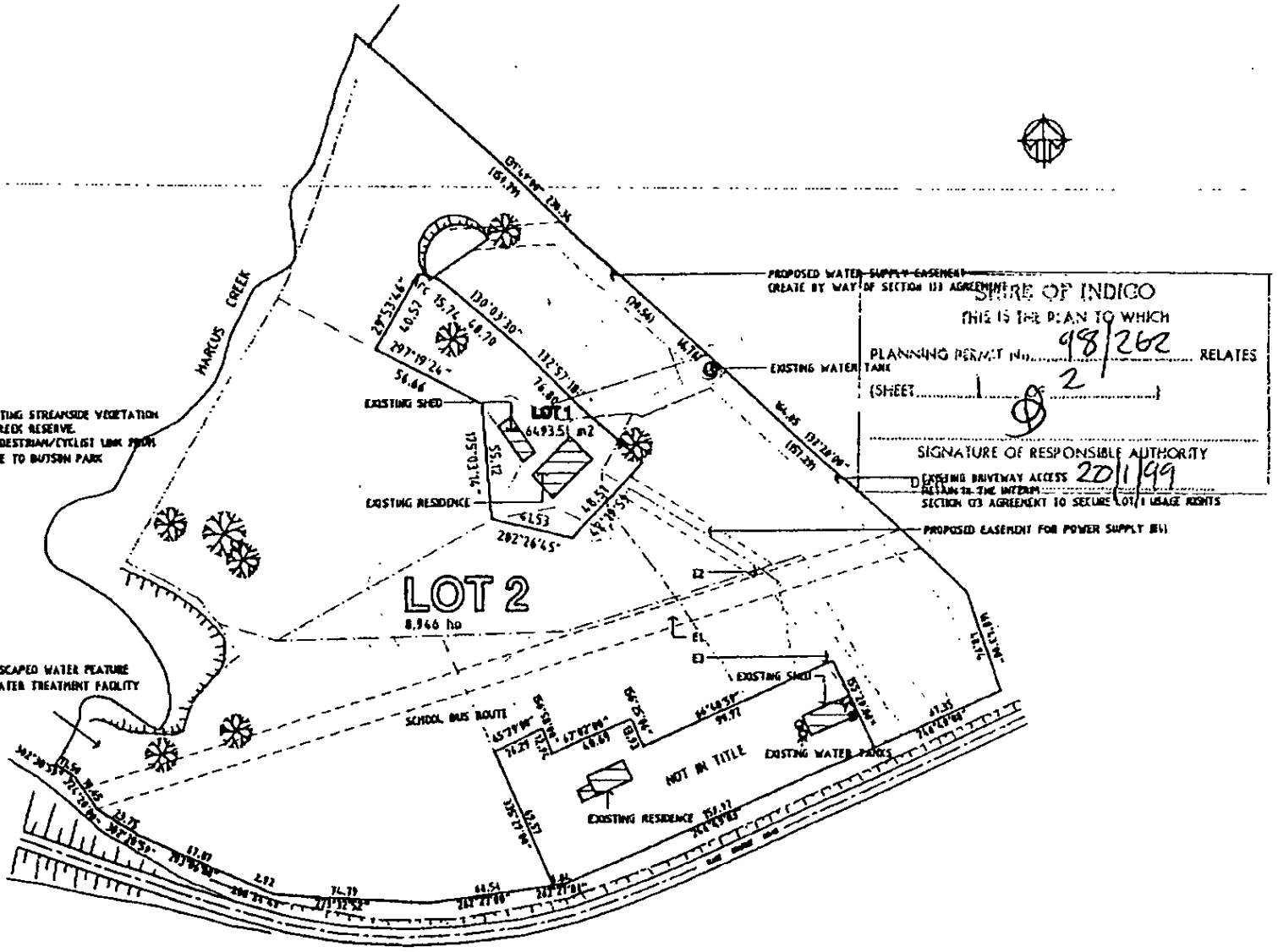
END CONDITIONS - Note: This Permit is not a permit under the Building Act 1993
Planning and Environment Regulations 1988 Form 4.4
See important notes on the reverse side

Date of Issue: 20/01/98
Page 2 of 2

Signature for the Responsible Authority .....

W280813N
100999 1204 173

DW280813N-13-5



DM280813N-14-3

W280813N

100999 1204 173

Issue	Amendments	Init's.	Date

REVISIONS

NOTES:

Designed	DAL /5 /98
Checked	NDMcI /5 /98
Drawn	BCC /4 /98
Survey	/ /
Level Book	
Datum	

CIVENTECH
CONSULTING ENGINEERS
22 High Street
P.O. Box 154
YACKANDANDAH VIC 3749
PH (02) 6027 1855
FAX (02) 6027 1033

ND & KE McINTOSH

GOLF COURSE SUBDIVISION
PROPOSED SUBDIVISION
OF LOT 1 PS304905H

Scale 1: 2000

A3

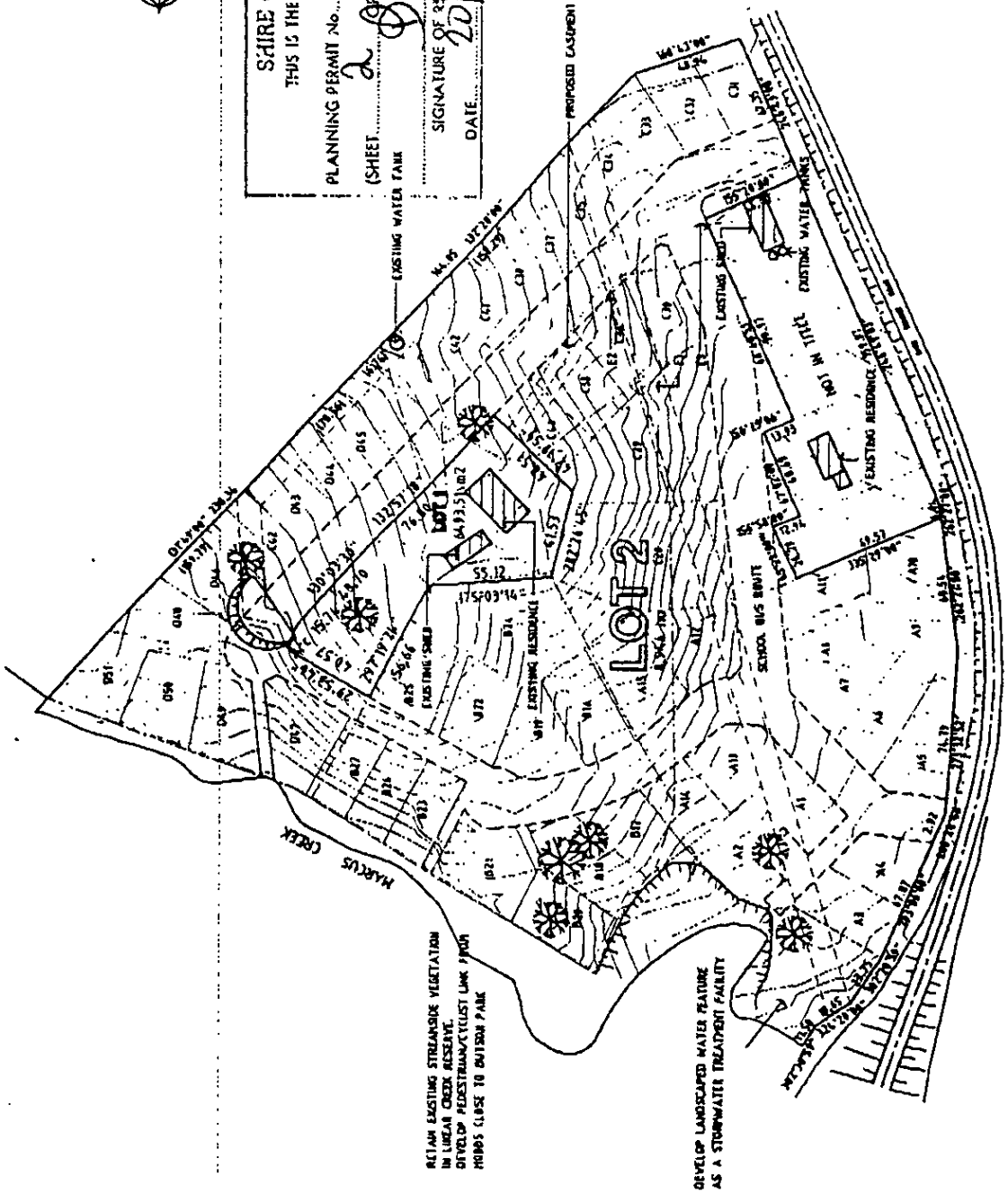
DRAWING No. RACE-04c

SHEET 1 OF 1

Delivered by LANDATA®, timestamp 13/10/2020 10:12 Page 14 of 16

Delivered by LANDATA®, timestamp 13/10/2020 10:12 Page 15 of 16

SHIRE OF INDIGO
THIS IS THE PLAN TO WHICH
PLANNING PERMIT No. 98/262 RELATES
(SHEET 2 OF 2)
SIGNATURE OF RESPONSIBLE AUTHORITY
DATE 20/11/98



ND & KE McINTOSH
GOLF COURSE SUBDIVISION
OUTLINE DEVELOPMENT PLAN
FOR LOT 1 PS304905H

Scale 1: 2000
DRAWING No. RATE-01
A3

CIVENTECH
CONSULTING ENGINEERS
22 High Street
P.O. Box 154
TATRANGANGAM VIC 3248
PH (02) 6027 1934
FAX (02) 6027 1033

Designed DAL 15/9/98
Checked NDMcI 15/9/98
Drawn BCC 14/9/98
Survey / /
Level Book
Datum

NOTES:

Issue	Amendment's	Init's	Date
	REVISIONS		

W280813N
100999 1204 173

DW280813N-15-1

Delivered by LANDATA®, timestamp 13/10/2020 10:12 Page 16 of 16

INDIGO SHIRE COUNCIL

First Part

- and -

NELSON DOUGLAS MCINTOSH
AND KATHLEEN ELIZABETH MCINTOSH

Second Part

SECTION 173 AGREEMENT

NEVIN LENNE & GROSS
SOLICITORS
PO BOX 234,
MYRTLEFORD. 3737

TELEPHONE: 03 57 521255
FACSIMILE: 03 57 521463
AUSDOC : DX 73701 MYRTLEFORD
REFERENCE: CRM:ACH:14478
Charles Morgan

W280813N
100999 1204 173

DW280813N-16-0

Property Report from www.land.vic.gov.au on 12 October 2020 04:38 PM

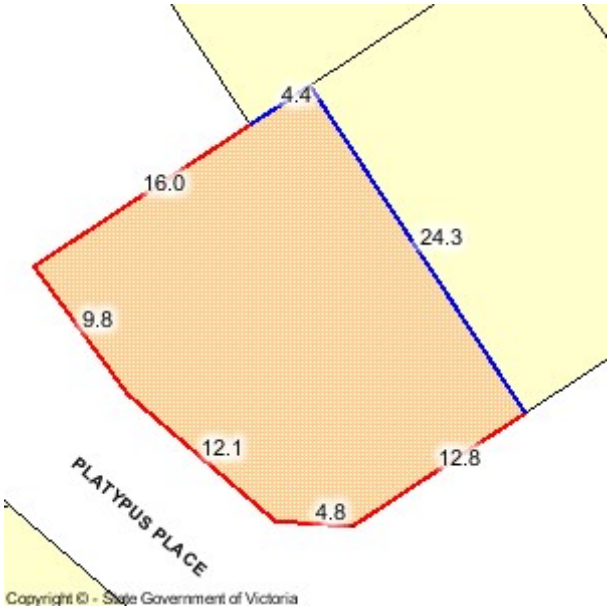
Address: 2 PARKES STREET YACKANDANDAH 3749
Lot and Plan Number: Lot 1 PS645621
Standard Parcel Identifier (SPI): 1\PS645621
Local Government (Council): INDIGO **Council Property Number:** 9231
Directory Reference: VicRoads 659 T11

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: 451 sq. m
Perimeter: 84 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: BENAMBRA

Utilities

Rural Water Corporation: Goulburn-Murray Water
Urban Water Corporation: North East Water
Melbourne Water: outside drainage boundary
Power Distributor: AUSNET (Information about choosing an electricity retailer)

Planning information continued on next page

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Land
.vic.gov.au

Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlays: BUSHFIRE MANAGEMENT OVERLAY (BMO)
BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 (BMO1)
DEVELOPMENT PLAN OVERLAY (DPO)
DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)

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 30 September 2020.

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 abut 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.

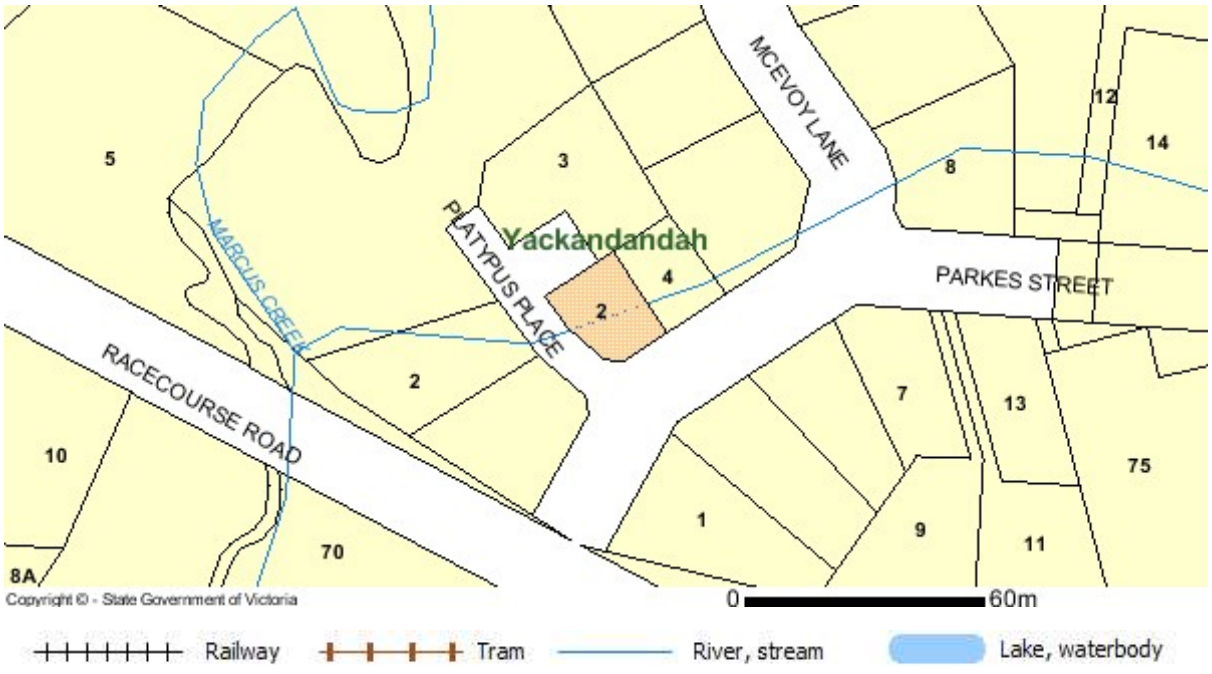
Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

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

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Area Map



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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 12 October 2020 04:39 PM

PROPERTY DETAILS

Address:	**2 PARKES STREET YACKANDANDAH 3749**	
Lot and Plan Number:	**Lot 1 PS645621**	
Standard Parcel Identifier (SPI):	**1\PS645621**	
Local Government Area (Council):	**INDIGO**	www.indigoshire.vic.gov.au
Council Property Number:	**9231**	
Planning Scheme:	**Indigo**	planning-schemes.delwp.vic.gov.au/schemes/indigo
Directory Reference:	**VicRoads 659 T11**	

UTILITIES

Rural Water Corporation:	**Goulburn-Murray Water**
Urban Water Corporation:	**North East Water**
Melbourne Water:	**outside drainage boundary**
Power Distributor:	**AUSNET**

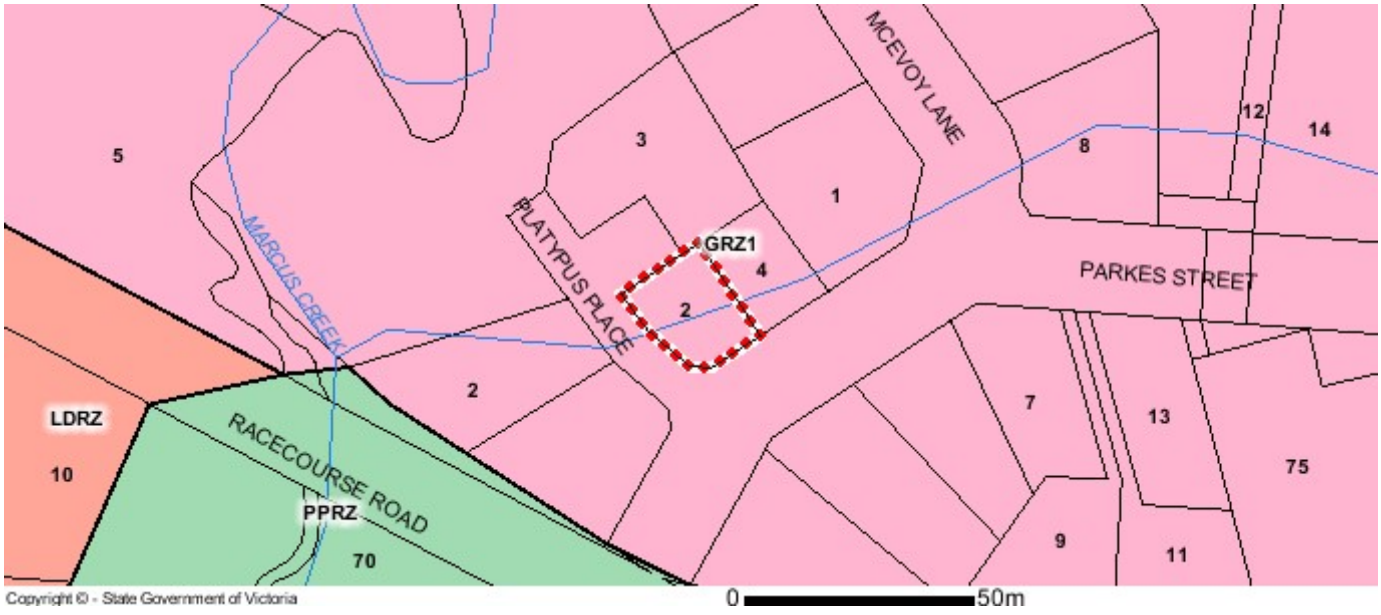
STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**BENAMBRA**

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential **LDRZ - Low Density Residential** **PPRZ - Public Park & Recreation**

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

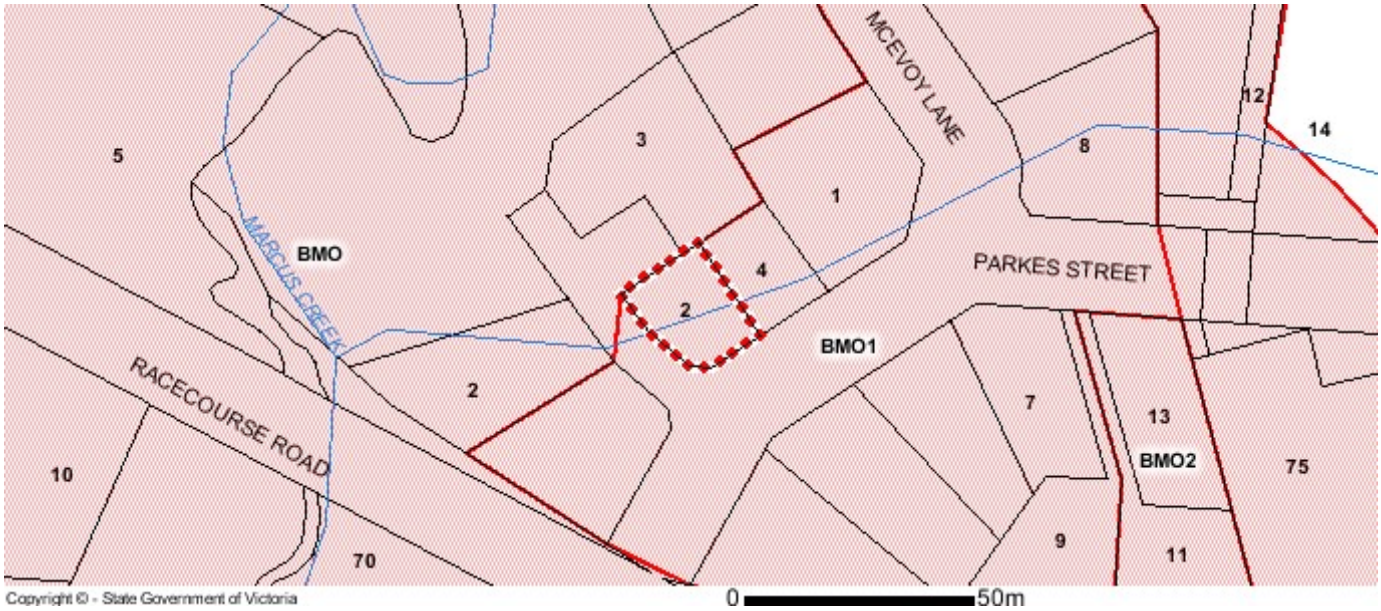
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PLANNING PROPERTY REPORT

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

BUSHFIRE MANAGEMENT OVERLAY – SCHEDULE 1 (BMO1)

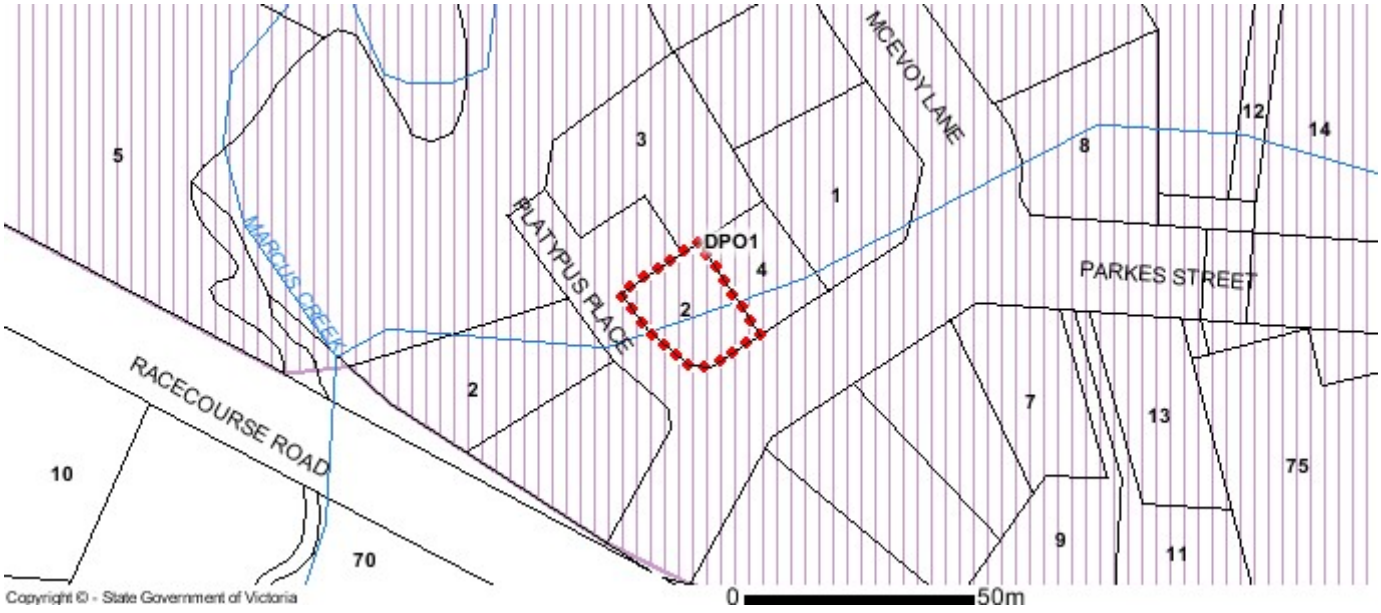


BMO - Bushfire Management

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY – SCHEDULE 1 (DPO1)



DPO - Development Plan

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

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PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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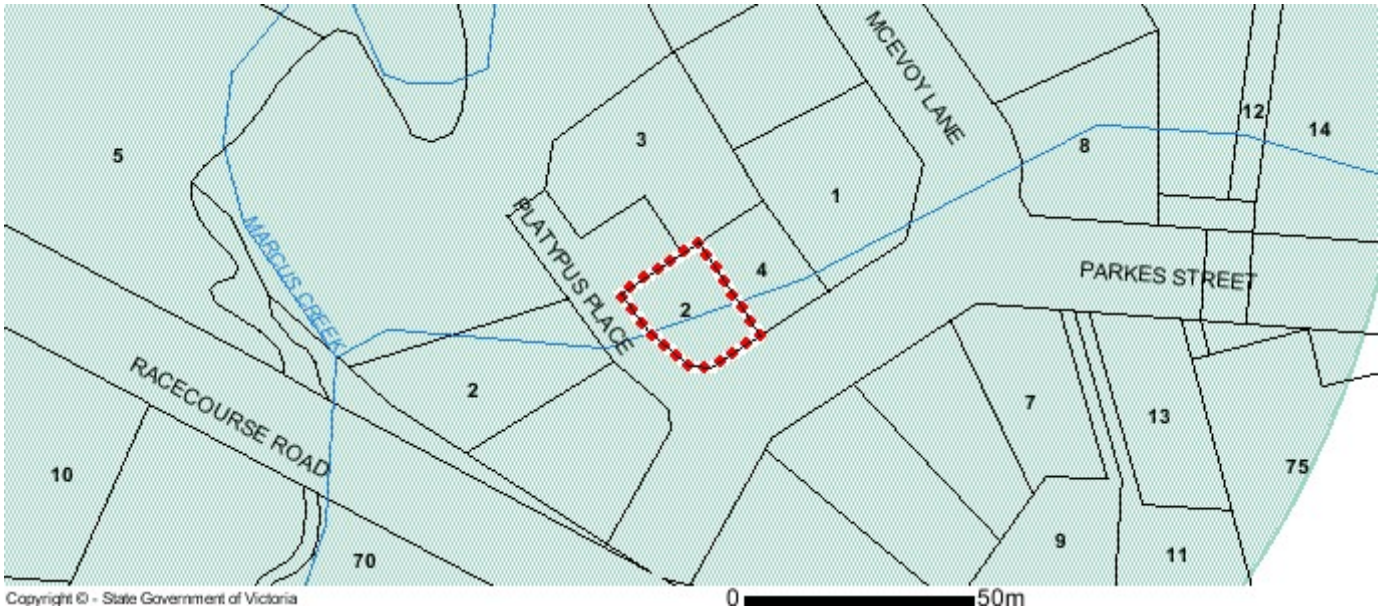
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Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

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

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 30 September 2020.

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 abut 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

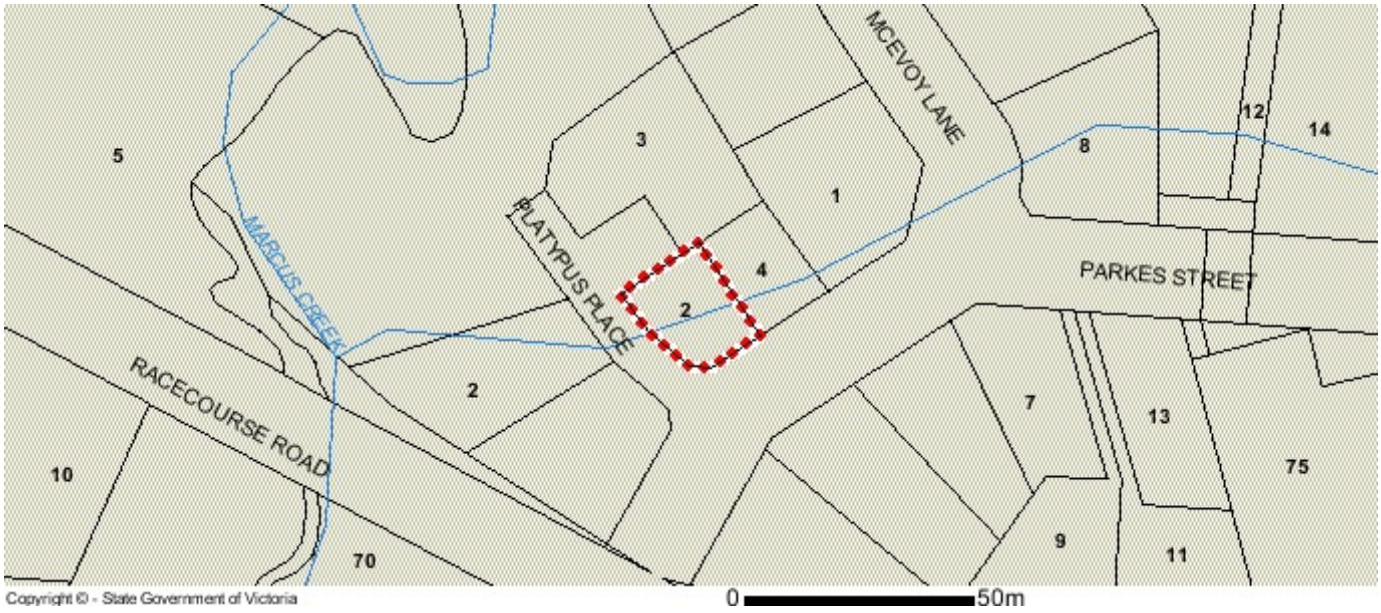
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PLANNING PROPERTY REPORT

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

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Rates and Valuation Notice

INDIGO SHIRE COUNCIL

Tax invoice issued on 28 August 2020
ABN 76 887 704 310

RECEIVED
08 SEP 2020
BY: .....

Enquiries?
03 5728 8000 or 1300 365 003
rates@indigoshire.vic.gov.au
www.indigoshire.vic.gov.au

150385/A/000175 1 019
TJ & LJ May
C/- Stanley & Martin Unit 2/647 Dean St
ALBURY NSW 2640

Property Number
9231

Carried Forward Balance		This Instalment		Amount Payable
$0.00	+	**$525.15**	=	**$525.15** Due 30 Sep 2020

Your rates and charges

For 1 July 2020 to 30 June 2021

Domestic - Recycling Collection (240L)	$87.55
Municipal Charge	$318.85
Environmental Management Contribution	$76.10
Domestic - Garbage Collection (140L)	$114.05
General @ 0.32% of CIV	$1,203.20
CFA Residential Charge	$113.00
CFA Residential Levy Rate @ 0.000054 x CIV	$20.30
Domestic - Organics Collection (240L)	$161.10
Rates and charges	**$2,094.15**

Your property

Address:	2 Parkes Street Yackandandah
Area:	0.0452 hectares
Valuation code (AVPCC):	110.3, Detached Dwelling (existing)
Capital Improved Value:	$376,000
Site Value:	$93,000
Net Annual Value:	$18,800
Valuation at:	1 January 2020
Valuation effective from:	1 July 2020

Description:
Lot 1 PS 645621

Instalment 1		Instalment 2		Instalment 3		Instalment 4		Total
$525.15 30 September 2020	+	**$523.00** 30 November 2020	+	**$523.00** 28 February 2021	+	**$523.00** 31 May 2021	=	**$2,094.15**

How to pay

BPAY Biller code: 1867 Ref: 6287141

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

BPOINT Biller code: 1867 Ref: 6287141

To make this payment from your Visa or MasterCard, visit www.indigoshire.vic.gov.au or phone 1300 276 468.

POST billpay

Pay in person at any Post Office with eftpos, Visa, MasterCard, cash or cheque.

*3109 6287141

Pay online: Pay on Council's website at www.indigoshire.vic.gov.au/paymyrates

Pay in person: Pay with eftpos, Visa, Mastercard, cash or cheque at:
- 101 Ford Street, Beechworth
- 153 High Street, Rutherglen
- 40 Conness Street, Chiltern
- 34 High Street, Yackandandah

Mail: Detach and return this section with a cheque to:
- PO Box 28 Beechworth VIC 3747

TRANSFER STATION VOUCHER **Property Number:** 9231

This voucher entitles the holder to dispose of up to 1 cubic metre of general waste or other items to the equivalent value in a single visit. Other items include green waste and household items.
Voucher can be used at the Beechworth or Rutherglen Transfer Stations during their opening hours. For details visit: www.indigoshire.vic.gov.au
Voucher may also be redeemed at Wodonga or Tallangatta Transfer Stations during opening hours.

****Voucher must be presented**** **Expires: 30 September 2021**

TRANSFER STATION VOUCHER **Property Number:** 9231

This voucher entitles the holder to dispose of up to 1 cubic metre of general waste or other items to the equivalent value in a single visit. Other items include green waste and household items.
Voucher can be used at the Beechworth or Rutherglen Transfer Stations during their opening hours. For details visit: www.indigoshire.vic.gov.au
Voucher may also be redeemed at Wodonga or Tallangatta Transfer Stations during opening hours.

****Voucher must be presented**** **Expires: 30 September 2021**

This notice includes rates and charges determined by Council and the Fire Services Property Levy collected by Council on behalf of the Victorian Government.

Council has levied the amounts stated for the property described on this notice by applying a rate on its Capital Improved Value, together with a Municipal Charge, an Environmental Management Contribution and waste collection charges on serviced properties.

Council has complied with the Victorian Government's rate cap of 2%. The cap applies to the average annual increase of property rates and Municipal Charge.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons -

i) the valuation of your property relative to the valuation of other properties in the municipal district;

ii) the application of any differential rate by Council

iii) the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Outstanding balance

Any outstanding balance amount shown on this notice includes arrears and interest accrued. Recent payments may not be reflected on this notice. For an up-to-date balance please contact Council.

Rates by instalments

Council rates are payable in four instalments. Instalment notices will be issued at least 14 days before each instalment is due. You can pay any or all instalments in advance of their due dates.

Fire Services Property Levy

The Fire Services Property Levy is collected by Council on behalf of the Victorian Government. This is itemised as the CFA Charge and/or CFA Levy on this notice. For further information please visit www.firelevy.vic.gov.au

Pension Rebate

A person holding a current Pension Concession Card may be entitled to a rebate towards their Council rates and the Fire Services Property Levy. For more information about the Pension Rebate or to apply please contact Council.

Penalties for failing to pay

Any instalment payment not received by Council by its due date will be charged interest from the due date of that instalment. Interest will continue to accrue until the outstanding amount and interest are paid in full. The interest rate to be charged is set under the Penalty Interest Rates Act 1983. The current penalty interest rate is 10%.

Objection to valuation

The property described on this notice has been valued for rating purposes. A person may lodge an objection to the valuation within two months of receiving the valuation notice under section 17 of the Valuation of Land Act 1960. For more information about valuations or to lodge an objection please contact Council.

Appeal against a rate or charge

A person who is aggrieved by a rate or charge imposed by Council, or by anything included or excluded from such a rate or charge, may appeal to the County Court under section 184 of the Local Government Act 1989 within 60 days from the date of issue on this notice.

Charge Exemptions for Single Farm Enterprise

An exemption from the Municipal Charge, Environmental Management Contribution and the Fire Services Property Levy may apply if multiple properties form a Single Farm Enterprise. For more information or to apply please contact Council.

Waiver, deferral or concession

If you are having difficulty in making payment please contact Council to discuss your circumstances. You may apply for a waiver, deferral or concession of your Council rates and charges in accordance with sections 170 or 171 of the Local Government Act 1989. You may apply for a waiver, deferral or concession of your Fire Services Property Levy in accordance with sections 27 or 28 of the Fire Services Property Levy Act 2012.

What you can use your voucher for:	**What you cannot use your voucher for:**
1 cubic metre of general waste or other items to the equivalent value in a single visit at Beechworth or Rutherglen Transfer Stations. Other items include green waste and household items. Recyclables including scrap metal, white goods and e-waste will be accepted FREE at Transfer Stations. – No voucher required.	There are a number of items that are not accepted at the Transfer Stations including asbestos and paint. For a list of prohibited items at the Transfer Stations visit: www.indigoshire.vic.gov.au

North East Water

T: 1300 361 633
newater.com.au

TAX INVOICE

Date of issue: 01 Jul 2020
Next reading expected: 01 Oct 2020

T J & L J MAY
PO BOX 665
ALBURY NSW 2640

019
I000009
R1_17

Consumer number
12503288107
Amount due
$145.03
Pay by
29 Jul 2020

Service address: 2 PARKES STREET YACKANDANDAH VIC

Opening balance	$143.43
Total payments/credits received up to 01 Jul 2020	$-143.43
Balance	$0.00
Current charges	
Service charges	$145.03
Total	**$145.03**
Total amount due:	**$145.03**
Total Includes GST of	$0.00

How to pay

Online
auspost.com.au/postbillpay

Phone
13 18 16

In person
Australia Post outlets
Biller Code: 0331
Ref. Number: 12503288107

*331 12503288107

For emailed notices:
newater.enotices.com.au
Reference no: **7293FFAB1E**

Bpay/Bpay View
Use your bank's telephone or online service
Biller Code: 3004
Ref. Number: 12503288108

Centrepay
Call us to set-up Centrepay automatic payments

Direct debit
Call us or apply online via our website

Mail
Tear off this slip and mail with your cheque to:
North East Water
PO Box 863
Wodonga VIC 3689

North East Water ABN: 97 364 605 415

Invoice details

Service charges - 02 Apr 2020 to 01 Jul 2020

Water Service Charge 20mm Yackandandah (90 days @ 67.9c)	$61.11
Water Service Charge 20mm Yackandandah (1 days @ 68.09c)	$0.68
Sewerage Service Charge Yackandandah (90 days @ 91.47c)	$82.32
Sewerage Service Charge Yackandandah (1 days @ 91.73c)	$0.92

Track our progress during North East Water's eight year business plan! View the Customer Report Card at newater.com.au/reportcard.

Information

Contact: General: 1300 361 622 | Billing: 1300 361 633 | Emergencies & Faults: 1300 361 644 | Email: info@newater.com.au

Change of address: Please notify us of any change of address, ownership or occupancy within 14 days.

Pension rebate and concessions: Contact us if you think you may be eligible for a concession.

Payment assistance: If you are having difficulty paying your bill, we can help. Call us on 1300 361 633.

Complaints: Call us on 1300 361 633. The Energy and Water Ombudsman (Victoria) can also assist on 1800 500 509.

Privacy information: We respect your right to privacy. Details are provided on our website.

Communication assistance: For people who are deaf or have a hearing or speech impairment visit **relayservice.gov.au**. For interpreter or translation services call 13 14 50.

Visit newater.com.au for more information.

AGENT COPY

Code 135

Residential Tenancy Agreement©

ENTERED
DATE | BY

Stanley martin

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

Residential Tenancies Act 1997
(Section 26(1))

(Regulation 8(1))

THIS agreement is made on the **09th** day of **August**, 20 **19**

at **Stanley & Martin - Suite 2/647 Dean Street, Albury NSW 2640**

BETWEEN **Trevor May**
(LANDLORD) **C/- Stanley & Martin - Suite 2/647 Dean Street, Albury NSW 2640**

Lauren May
C/- Stanley & Martin - Suite 2/647 Dean Street, Albury NSW 2640

(Name, ACN (if landlord is a company) and address)

(*whose agent is **Syefile Pty Ltd T/as Stanley & Martin**
001 890 115
Suite 2 / 647 Dean Street, Albury NSW 2640
02 6023 8900) *strike out if not applicable

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

AND **Belinda Louise COSTA**
(TENANT)
(Name, ACN (if tenant is a company) and address)

1. PREMISES

The landlord lets the premises known as **2 Parkes Street, Yackandandah VIC 3749**

(*together with those items indicated in the schedule) *strike out if not applicable.

2. RENT

The rent amount is $**330.00** The date the first rent payment is due is **09 / 08 /** 20**19**

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: **CBA, Wodonga BSB: 063 534 Account Number: 1047 2231 Ref: 27754 Costa**

3. BOND

The tenant must pay a bond of $**1,430.00** to the Landlord/agent on **09 / 08 /2019**

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 **Belinda Louise COSTA** 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 **12 (twelve) months**

commencing on the **09th** day of **August**, 2019

and ending on the **08th** day of **August**, 2020

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 from the _____ 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, **Belinda Louise COSTA**
[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 **bcosta@scotsalbury.nsw.edu.au**

OR

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

The LANDLORD, **Trevor May**
[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, **Lauren May**
[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.

(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 1997on 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.

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 indemnity 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 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 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, 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 may have a pet of any description at my premises you must ask for permission in *writing and receive it from me, or my managing agent.

25.2 I do not have to give you my permission. Nor does my managing agent have to give you permission. If permission

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is given, it may be on reasonable conditions.

25.3 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.

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.

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 to 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. If I require my premises when your tenancy ends

29.1 If I require my premises when your tenancy ends, I, or my managing agent, will tell you.

29.2 I, or my managing agent, will tell you by giving you *written notice in a form that is not an SMS message.

30. Changing the locks and alarm code at my premises

30.1 You may change the locks at my premises.

30.2 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.

30.3 You may change the code of an alarm at my premises.

30.4 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.

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

31.1 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.

31.2 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.

32. Owners corporation rules and my premises

32.1 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)

32.2 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.

32.3 You do not have to contribute to owners corporation capital costs or other expenses payable by me.

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

33.1 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.

33.2 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.

34. Increasing the rent for my premises

34.1 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 the amount calculated using the specified method.

34.2 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.

34.3 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.

34.4 I acknowledge I must not increase your rent at intervals of less than 12 months.

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

35.1 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 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.

Non-REIV ADDITIONAL TERMS

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

The Landlord has given permission for the tenants to keep two cats and one ferret at the premises.

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Residential Tenancy Agreement©

Stanley martin

Signature of landlord (s) **Trevor May**

Lauren May

Signature of tenant(s) **Belinda Louise COSTA**

LANDLORD/AGENT TO COMPLETE:

***URGENT REPAIRS:**
(*This section MUST be completed if an agent is to manage the premises)

The agent *can ~~*cannot~~ authorise urgent repairs
(*delete the one that does NOT apply, check Authority)

The maximum amount for repairs which the agent can authorise is: $1,000.00
(*only complete if the agent can authorise urgent repairs, check Authority) (insert $)

The agent's telephone number for urgent repairs is: * 02 6023 8900
(insert number)

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Stanley martin

SPECIAL CONDITIONS - VICTORIA

EARLY TERMINATION

In the event the tenant wishes to terminate prior to the expiry of the fixed term of the lease agreement, the tenant acknowledges that they will be responsible for the payment of rent until the property is re-let, or the expiration of the lease (whichever occurs first). The tenant will also be responsible for the payment of the letting fee (one weeks rent plus GST) and any advertising costs incurred to the agent.

PAYMENT BY CHEQUE

Any payments made by the tenant by cheque that is not passed by the tenant's bank will incur a $50.00 fee to the agent.

TENANT AGREEMENT

The tenant agrees not to park any motor vehicles on the lawns at the premises.

No persons other than those named on the application form can reside at the property without written authorisation from the agent.

No pets are to be kept at the property (or within the boundaries) under any circumstances without authorisation from the agent.

No unregistered vehicles to be kept at the property, and no maintenance or restoration work to be carried out on vehicles at the property.

No nails, pins, screws, blu tac, tape, adhesive hooks or fastenings of any kind to be used on interior walls of the property.

No smoking inside the property.

Any oil or grease stains to be removed from concreted or paved areas.

Any windows or mirrors broken during the tenancy will be the responsibility of the tenant to replace.

Any sewerage or drain blockages caused by the tenants during the tenancy will be the responsibility of the tenant.

The tenant agrees to water and maintain the yard and garden areas of the property at all times.

The tenant agrees to pay for water consumption only.

The tenant agrees to have the carpets professionally cleaned upon vacating the property.

All Council owned bins (red, green & yellow lidded bins) must be left empty and clean upon vacating the property.

Signed by the Tenant: Bel de Costa Date: 9/8/19

Signed by the Tenant: ..... Date: .....

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).

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)

DATED 2020

LAUREN JEAN MAY AND TREVOR JAME MAY

VENDORS STATEMENT

Property: **2 Parkes Street, Yackandandah 3749**

Conveyancing Wodonga
Licensed Conveyancer
119 Hume Street
Wodonga VIC 3690
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