

# 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

1/ 20 Begg Street, Horsham VIC 3400

Vendor's name

ROBIN NEIL NEILSON

Vendor's signature

Robin N. Neilson

Date

31 / 7 / 2020

Purchaser's name

Purchaser's signature

Date

/ /

Purchaser's name

Purchaser's signature

Date

/ /



POWER & BENNETT

LAWYERS

12 PYNSSENT STREET

HORSHAM VIC 3400

TEL: (03) 5382 0061

FAX: (03) 5382 4232

DX 34004 HORSHAM

REF: JJA:WO:201109

## 1. FINANCIAL MATTERS

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

- (a) Their total does not exceed: \$3,500 p.a.
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge (*other than any GST payable in accordance with the contract*), which are not included above; other than any amounts described below.

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### 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	
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Other particulars (including dates and times of payments):

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

- (a) 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:

Nil so far as the Vendor is aware.
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### 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:

Nil so far as the Vendor is aware.

### 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 (the Owners Corporation only affects Lots 2 and 3 in the parcel).

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

### 7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X" ☐

### 7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC ☐

- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐

- (c) Any certificate of exemption from liability to pay a GAIC ☐
- (d) Any certificate of staged payment approval ☐
- (e) Any certificate of no GAIC liability ☐
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability ☐
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub -sections 7.2 (a) to (f) above ☐

## 8. SERVICES

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

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

### 9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

## 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 1000m<sup>2</sup>; (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)*

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# 1/20 Begg Street, Horsham VIC 3400



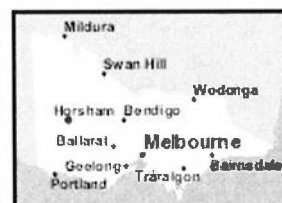
127 0 64 127 Meters

GDA\_1994\_VICGRID94

Map Created on 28-Jul-2020

## Legend

- |                   |          |
|-------------------|----------|
| Property Proposed | Property |
| Parcel Proposed   | Parcel   |



Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.



Environment,  
Land, Water  
and Planning

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

VOLUME 11165 FOLIO 473

Security no : 124084575589Q

Produced 28/07/2020 12:05 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 627990M.  
PARENT TITLE Volume 11126 Folio 794  
Created by instrument PS627990M 21/10/2009

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

ROBIN NEIL NEILSON of 19 DECASTELLA DRIVE HORSHAM VIC 3400  
AG804097B 09/10/2009

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH421484T 10/08/2010  
WESTPAC BANKING CORPORATION

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 PS627990M 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: UNIT 1 20 BEGG STREET HORSHAM VIC 3400

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 23/10/2016

DOCUMENT END

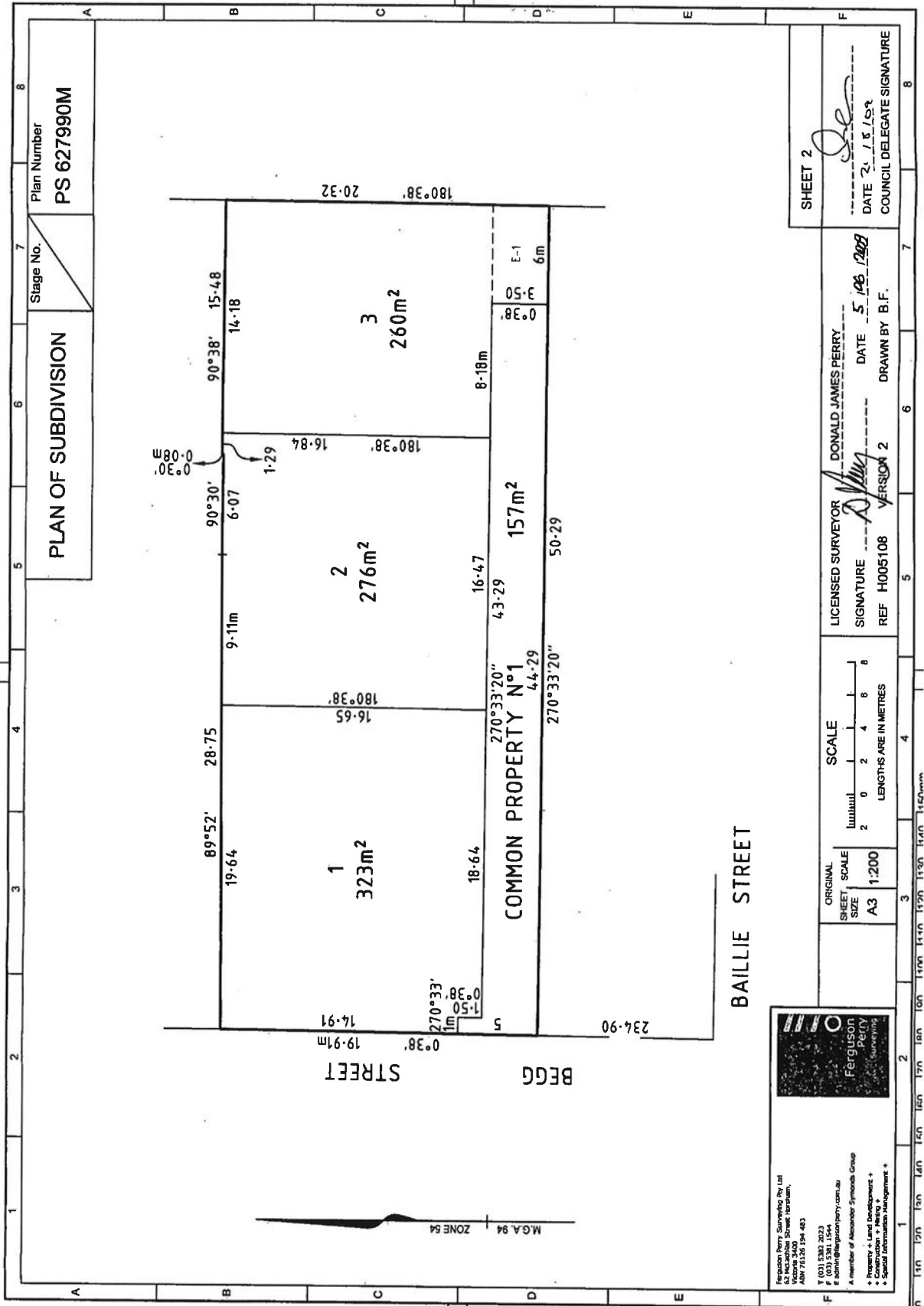
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PLAN OF SUBDIVISION			Stage No.	LR use only EDITION 1	PI 09/10/2009 \$1007.10 PS F.
<b>Location of Land</b> Parish: <u>HORSHAM</u> Township: _____ Section: <u>2</u> Crown Allotment: <u>3 (PART)</u> Crown Portion: _____  LR base record: <u>VICMAP DIGITAL PROPERTY (RURAL)</u> Title References: <u>Vol 11126 Fol 794</u> Last Plan Reference: <u>TP 943348K (LOT 1)</u> Postal Address: <u>20 BEGG STREET, HORSHAM, 3400</u> MGA Co-ordinates: E 608400      Zone 54 (Of approx. centre of land N 5938700      Datum GDA94 in plan)			<b>Council Certification and Endorsement</b> Council Name: <u>HORSHAM RURAL CITY COUNCIL</u> Ref: <u>A06215</u>  1. This plan is certified under section 6 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 6: / /</del> 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 Subdivision Act 1988 has <del>has not</del> been made. (ii) The requirement has been satisfied. <del>(iii) The requirement is to be satisfied in Stage</del> Council Delegate <del>Council seal</del> Date <u>21/8/09</u> <del>Re-certified under section 11(7) of the Subdivision Act 1988.</del> <del>Council Delegate</del> <del>Council seal</del> <del>Date: / /</del>		
<b>Vesting of Roads and/or Reserves</b>					
Identifier		Council/Body/Person			
Nil		Nil			
<b>Notations</b>					
Depth Limitation: Does not apply			Staging      This is not a staged subdivision Planning Permit No.		
			<b>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS</b>  Survey:-      This plan is based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s).      34, 40, 41 & 130 In proclaimed Survey Area no.      ____		
<b>Easement Information</b>					<b>LR use only</b> Statement of Compliance / Exemption Statement  Received <input checked="" type="checkbox"/>  Date <u>9/10/09</u>
<b>Legend:</b> A - Appurtenant Easement      E - Encumbering Easement      R - Encumbering Easement (Road)					<b>LR use only</b> PLAN REGISTERED TIME <u>2.34pm</u> DATE <u>21/10/09</u> <b>Greg Newman</b> Assistant Registrar of Titles
<b>Easement Reference</b> E-1		<b>Purpose</b> SEWERAGE		<b>Width (Metres)</b> 3.50	
		<b>Origin</b> THIS PLAN		<b>Land Benefited/in Favour Of</b> LOTS ON THIS PLAN	
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;">                     Ferguson Perry Surveying Pty Ltd                      62 McLachlan Street Horsham,                      Victoria 3400                      ABN 76135 194 483                       T (03) 5362 2023                      F (03) 5361 1244                      E admin@fergusonperry.com.au                      A member of Alexander Symonds Group                      + Property + Land Development +                      + Construction + Mining +                      + Spatial Information Management +                 </div> <div style="width: 20%; text-align: center;"> </div> <div style="width: 60%;"> <b>LICENSED SURVEYOR      DONALD JAMES PERRY</b>                       SIGNATURE       DATE <u>5/06/2009</u>                      REF H005108      VERSION 2      DRAWN BY B.F.                 </div> </div>					
					Sheet 1 of 2 Sheets   DATE <u>21/10/09</u> COUNCIL DELEGATE SIGNATURE  Original sheet size A3







# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 18/06/2020 02:28:37 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS627990M**

The land in PS627990M is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**  
Common Property 1, Lots 2, 3.

**Limitations on Owners Corporation:**  
Unlimited

**Postal Address for Services of Notices:**  
20 BEGG STREET HORSHAM VIC 3400  
  
OC005768G 21/10/2009

**Owners Corporation Manager:**  
NIL

**Rules:**  
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
OC005768G 21/10/2009

**Notations:**  
NIL

**Entitlement and Liability:**  
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 2	10	10
Lot 3	10	10
<b>Total</b>	<b>20.00</b>	<b>20.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



# Department of Environment, Land, Water & Planning

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## Owners Corporation Search Report

Produced: 18/06/2020 02:28:37 PM

<b>OWNERS CORPORATION 1</b> <b>PLAN NO. PS627990M</b>
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Statement End.

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 28 July 2020 11:45 AM

**Address:** UNIT 1/20 BEGG STREET HORSHAM 3400

**Lot and Plan Number:** Lot 1 PS627990

**Standard Parcel Identifier (SPI):** 1\PS627990

**Local Government (Council):** HORSHAM **Council Property Number:** 14695

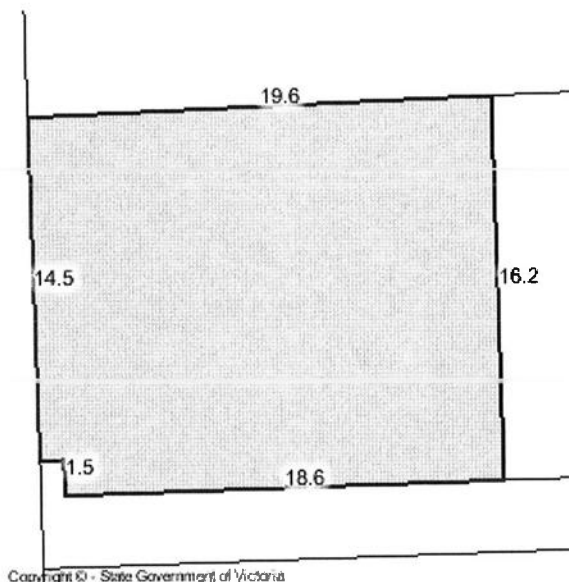
**Directory Reference:** VicRoads 544 E4

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://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.



### State Electorates

**Legislative Council:** WESTERN VICTORIA

**Legislative Assembly:** LOWAN

### Utilities

**Rural Water Corporation:** Grampians Wimmera Mallee Water

**Urban Water Corporation:** Grampian Wimmera Malle Water

**Melbourne Water:** outside drainage boundary

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

Planning information continued on next page

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## Planning Zone Summary

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

**Planning Overlays:** DESIGN AND DEVELOPMENT OVERLAY (DDO)  
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 (DDO3)  
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 9 (DDO9)

Planning scheme data last updated on 22 July 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 affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#).

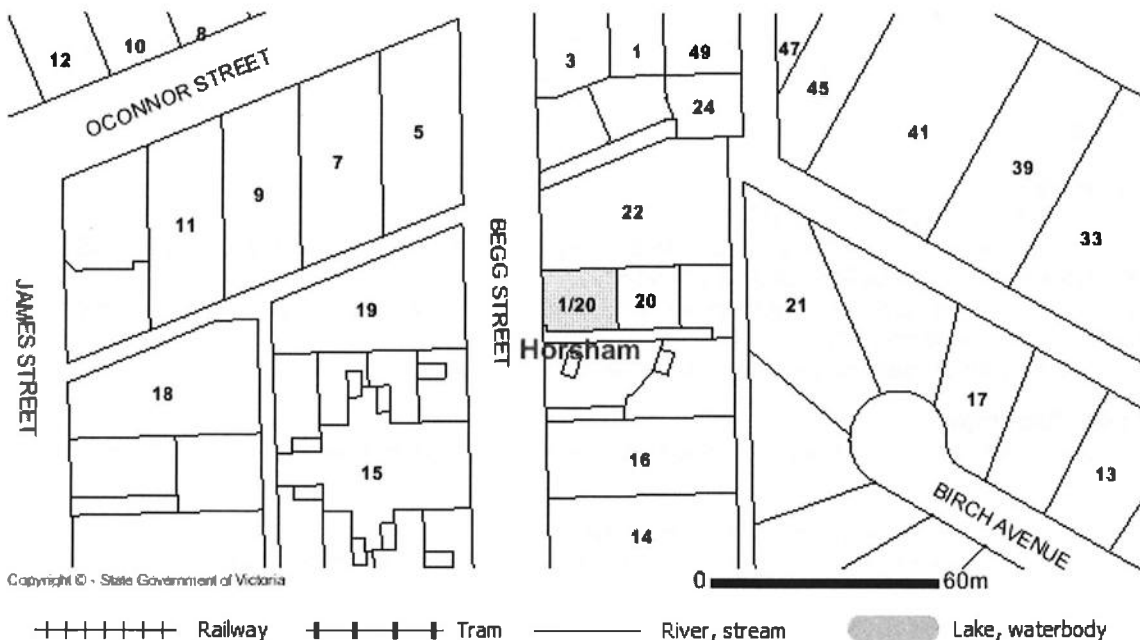
The Planning Property Report includes separate maps of zones and overlays

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](http://www.planning.vic.gov.au)

## Area Map



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**WES DAVIDSON**  
REAL ESTATE

## **RESIDENTIAL TENANCY AGREEMENT**

**PROPERTY:** 1/20 Begg Street  
HORSHAM VIC 3400

**LANDLORD:** Neilson

**TENANT:**



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Managed by  
Wes Davidson Real Estate Pty Ltd  
71 Wilson Street, Horsham  
Ph 5382 0000 Fax 5382 0600  
Email: [rentals@wdre.com.au](mailto:rentals@wdre.com.au)  
Web: [www.wdre.com.au](http://www.wdre.com.au)

# Residential Tenancy Agreement

## Residential Tenancies Act 1997

## Conditions of Agreement

1. THIS AGREEMENT is made on the date specified in item 1 in the Schedule hereto **BETWEEN** the **LANDLORD** whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the **TENANT** whose name and address is specified in item 4 in the Schedule.

### PREMISES AND RENT

The **LANDLORD** lets to the **TENANT** the **PREMISES** specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the **RENTAL** shall be the amount specified in item 6 in the Schedule commencing on the date specified in item 7 of the Schedule and payable by the **TENANT** to the party specified in item 8 in the Schedule.

### BOND

The **TENANT** shall pay a **BOND** of the amount specified in item 9 of the Schedule to the **LANDLORD/AGENT** on or before the signing of this Agreement. In accordance with the Residential Tenancies Act 1997 the **LANDLORD/AGENT** must lodge the **BOND** with the Residential Tenancies Bond Authority within 5 business days of receiving the **BOND**.

### FIXED TERM TENANCY

The term of this Agreement shall be as specified in item 10 in the Schedule **COMMENCING** on the date specified in item 11 in the Schedule and **ENDING** on the date specified in item 12 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act, 1997 this Agreement shall hereafter continue as a periodic tenancy.

OR

### PERIODIC TENANCY

This Agreement shall commence on the date specified in item 13 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act, 1997.

### 2. CONDITION OF THE PREMISES

The **LANDLORD** shall make sure that the premises are maintained in good repair.

### 3. DAMAGE TO THE PREMISES

- (a) The **TENANT** shall make sure that care is taken to avoid damaging the premises.  
(b) The **TENANT** shall give notice to the **LANDLORD** of any damage to the premises as soon as the **TENANT** becomes aware of the damage.  
(c) The **TENANT** must take reasonable care to avoid damaging the premises and any common areas.

### 4. CLEANLINESS OF THE PREMISES

- (a) The **LANDLORD** shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the **TENANT** shall enter into occupation of the premises.  
(b) The **TENANT** shall keep the premises in a reasonably clean condition during the period of Agreement.

### 5. USE OF PREMISES

- (a) The **TENANT** shall not use or allow the premises to be used for any illegal purpose.  
(b) The **TENANT** shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause interference with the reasonable peace, comfort or privacy of any occupier or neighbour.

### 6. QUIET ENJOYMENT

The **LANDLORD** shall take all reasonable steps to make sure that the **TENANT** has quiet enjoyment of the premises.

### 7. ASSIGNMENT OR SUB-LETTING

- (a) The **TENANT** shall not assign or sub-let the whole or any part of the premises without the consent of the **LANDLORD**.  
The **LANDLORD'S** consent shall not be unreasonably withheld.  
(b) The **LANDLORD** shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred in relation to the preparation of an assignment in writing of this Agreement.

### 8. RESIDENTIAL TENANCIES ACT, 1997

Both parties to this Agreement shall comply with the provisions of the Residential Tenancies Act, 1997 as they apply to each party.  
(Note: Reference should be made to Part 2 of the Residential Tenancies Act, 1997 for further rights and duties).

9. The **TENANT** shall pay all charges in respect of the re-connection of electricity, gas and telephone where the rented premises is separately metered for these services and pay for any cost of water usage for the premises if applicable

10. The **TENANT** shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the **TENANT** shall pay to the **LANDLORD** all increased premiums and all other expenses incurred as a consequence of any breach of this term.

11. The **TENANT** agrees to pay the **LANDLORD** any excess amount charged, or any additional premium charged by the **LANDLORD'S** Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the **TENANT**, or by anyone on the premises with the consent of the **TENANT**.

#### ADDITIONAL TERMS

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

12. The TENANT shall indemnify the LANDLORD for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the TENANT or anyone on the premises with the consent of the TENANT. Without limiting the generality of the foregoing. The TENANT shall indemnify the LANDLORD for the cost of repairs to plumbing blockages caused by the negligence or misuse of the TENANT.
13. The TENANT shall indemnify the LANDLORD against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the TENANT, or the TENANT'S servants, AGENT'S and/or invitees.
14. The TENANT shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the LANDLORD or AGENT.
15. The TENANT acknowledges that it is the TENANT'S responsibility upon the termination of the Agreement to deliver the keys to the premises to the AGENT'S office and to continue paying rent until such time as the keys are delivered.
16. The TENANT shall not use the premises for any purpose other than for residential purposes without the written consent of the LANDLORD.
17. The TENANT shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
18. The TENANT shall not keep any animal, bird or pet on the premises without the written consent of the LANDLORD. (Note: written consent of the Body Corporate Committee will be necessary in an own-your-own unit)
19. The TENANT shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the TENANT for collection by the Local Council or Health Department and returned to its allocated place.
20. The TENANT shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
21. The TENANT shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.
22. The TENANT shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
23. The TENANT shall allow the LANDLORD or his AGENT to put on the premises a notice or notices 'to let' during the last month of the term of the Agreement. The TENANT shall also allow the LANDLORD or his AGENT to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises by the LANDLORD or his AGENT to present the property to prospective purchasers or TENANTS upon 24 hours' notice or by Agreement with the TENANT and the LANDLORD or the LANDLORD'S AGENT.
24. The TENANT acknowledges that no promises, representations, warranties or undertakings have been given by the LANDLORD or AGENT in relation to the suitability of the premises for the TENANT'S purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
25. No consent or waiver of any breach by the TENANT of the TENANT'S obligations under the Residential Tenancies Act, 1997 shall prevent the LANDLORD from subsequently enforcing any of the provisions of this Agreement.
26. The TENANT agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the TENANT shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the LANDLORD. The standard Rules of the Sub-Division (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate.
27. In accordance with the provisions of Section 44 of the Residential Tenancies Act, 1997, the LANDLORD may from time to time at any time, other than within the terms specified in the schedule as the fixed term, increase the rent by giving the TENANT at least 60 days' notice of the increase.
28. This Agreement may be amended only by an Agreement in writing signed by the LANDLORD and the TENANT.
29. The TENANT shall at the TENANT'S expense replace all lighting tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
30. The TENANT agrees to fully and regularly maintain and water the garden area (within water restriction guidelines), including trees and shrubs, to mow the lawn and to remove all garden weeds and rubbish from the property. The tenant agrees to ensure that the garden and lawn areas are maintained at all times to the same condition as at the commencement of the tenancy agreement. The TENANT acknowledges that they are not permitted to park on any lawn or nature strip areas.



- MM 31. If the TENANT wishes to vacate the premises at the expiration of this Agreement the TENANT shall give the LANDLORD or AGENT written notice of the TENANT'S intention to vacate 28 days prior to the expiration of the Agreement. If the TENANT remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the TENANT must give written notice of the TENANT'S intention to vacate the premises specifying the termination date that is not earlier than 28 days after the day on which the TENANT gives notice.
- MM 32. The TENANT acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the TENANT shall not refuse to pay rent on the ground that the TENANT intends to regard as rent paid by the TENANT the bond or any part of the bond paid in respect of the premises. The TENANT acknowledges that failure to abide by this section of the Act renders the TENANT liable to a penalty of \$1000.
- MM 33. The TENANT agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the property. The TENANT also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land on which it is situated to their original condition forthwith. The TENANT agrees to clean any oil spill onto the concrete or common areas.
- MM 34. The TENANT agrees to the Agent, on behalf of the Landlord, to carry out a routine inspection after the first three months of the tenancy and thereafter at regular intervals of not less than six months with the required notification to the TENANT. The TENANT acknowledges that the Agent may take inside photos of the property during this inspection.
- MM 35. The TENANT agrees to have all carpets professionally shampooed at the end of the tenancy and to provide a receipt for same. BriTex or 'Do it yourself' hire machines will not be accepted. The TENANT also agrees that the interior of the property shall be professionally cleaned to the original state. This will ensure prompt return of the TENANTS bond.
- MM 36. The TENANT must:
- (a) Check each smoke detector in the premises regularly to confirm that it is kept fully operational. These checks are to ensure the safety of the tenant and the security of the premises.
  - (b) Replace the battery in each smoke detector on the 1<sup>st</sup> week of April & 1<sup>st</sup> week of October each year (or earlier if this becomes necessary).
  - (c) Immediately notify the Agent of any faulty smoke detector (and confirm this advice to the Agent in writing the same day).
- MM 37. The TENANT agrees to refrain from using 'BLU TAC' to adhere posters etc. to internal walls and doors. As this is an oil based product it may leave marks which are impossible to remove by normal cleansing and may necessitate a re-paint of the effected areas at the tenants expense.
- MM 38. The TENANT agrees to refrain from placing and watering pot plants on the carpets as any subsequent damage must be rectified and can often be costly.
- MM 39. The TENANT is required to keep the rent 2 weeks in advance at all times. If the tenant fails to do this and the rent falls 14 days or more in arrears, an Application will be made to the Victorian Civil Administrative Tribunal to vacate incurring a cost to the tenant of \$55.60 including GST. Rent may be paid by different methods.
1. Ezidebit - Direct Debit form can be filled out upon signing of your Lease or at anytime during your tenancy.
  2. Cash, cheque can be paid at any NAB branch - You must provide a reference number (this can be obtained at our office)
  3. Direct from a Centrelink Payment
- MM 40. The TENANT is aware that in the event of the Landlord desires to sell the Property during the tenancy then tenant will permit the Landlord or his Agents to affix notices on the property indicating that it is For Sale and to take prospective purchasers through the Property at all reasonable times.
- MM 41. The TENANT acknowledges that this agency may conduct independent evaluation checks including a Tenancy Check via National Tenancies Database. The information provided will be used only for the purpose of property management.
- MM 42. The TENANT is aware of the following CONTACT DETAILS FOR URGENT REPAIRS:
- |   |   |
|---|---|
| AGENT: Wes Davidson Real Estate         | REIV ACCREDITED PROPERTY MANAGER: Kylie Horton  |
| ADDRESS: 71 Wilson Street, Horsham 3400 | TELEPHONE: (03) 5382 0000 24 HOURS              |
| FAX: (03) 5382 0600                     | CAN AGENT AUTHORISE URGENT REPAIRS?: YES        |
| MAXIMUM AUTHORITY AMOUNT: \$1800        | URGENT REPAIRS CONTACT PHONE NO: (03) 5382 0000 |
- MM 43. The TENANT acknowledges that they are aware it is NOT the LANDLORD'S responsibility to insure the tenant's possessions. The landlord's insurance policy covers only the building plus any fixtures and fittings. With the ever-increasing incidence of burglary and theft, it is strongly recommended that you take out content's insurance cover.
- MM 44. Lease-Break - Should the tenant find it necessary to vacate the premises prior to the expiration of the tenancy agreement, the tenant shall:
- a) Immediately notify the landlord/agent in writing of intention to do so.
  - b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy or expiry, whichever is sooner.
  - c) Pay the agent a letting commission equivalent to two (2) weeks rent plus GST. This fee is to be paid within a week to ensure re-advertising.
  - d) Agree that the above costs and expenses may be deducted from the bond, however if funds are insufficient, acknowledge that they are liable for the balance.
  - e) Pay the agent any associated administration costs.
  - f) Pay any costs associated with and charged by utility companies.
- MM 45. The TENANT acknowledges the right of the Landlord under the Residential Tenancies Act 1997 to issue a notice that will terminate the tenancy at the end of a fixed term agreement.

46. The TENANT acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the Agent within 3 business days after entering into the occupation of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as evidence of the general condition of the premises.

47. The TENANT acknowledges that if they change the locks on the premises that they are required to supply the Agent with a duplicate copy. The TENANT is aware that in the event they lock themselves out of their property after office hours and a staff member is required to attend the office to supply a spare key, the TENANT shall pay to the Agent a fee of \$55.00.

48. Where a LANDLORD under a fixed term tenancy agreement lets the Landlord's premises that immediately before entering into the agreement was his Principle Place of Residence, the Landlord may at least 14 days before the end of the term of the agreement give to the Tenant notice to vacate specifying a termination date that is the date of, or a date after the end of the term. This is if the property is the Landlord's Principle place of Residence.

49. The TENANT acknowledges that Wes Davidson Real Estate has a No Smoking Policy with all rental properties. The TENANT acknowledges that there is to be no smoking inside the rental premises and they will be liable to repair any damage caused if smoking does occur within the rental period.

50. The TENANT acknowledges that in the event there are additional cleaning, repairs or yard work to be completed after the property becomes vacant, the TENANT has 24 hours only to ensure this work is done or the AGENT has permission to deduct the costs from the bond held at the RTBA.

51. The TENANT acknowledges that all maintenance reports must be in writing. There are four ways in which this to be done. You may either:

1. Email us at [rentals@wdre.com.au](mailto:rentals@wdre.com.au)
2. Fax us on 5382 0600
3. Fill out a maintenance request form on [www.wdre.com.au](http://www.wdre.com.au)
4. Fill out a maintenance request form here in the office.

For an urgent repair, please contact the office immediately, but we must also have the report in writing within 24 hours. Please provide us with accurate details to ensure the request is attended to as quickly as possible.

52. If at any time the TENANT wishes to get an additional copy of their Lease Agreement there will be a charge of \$11.00.

53. The Agent uses personal information collected from the Principal to act as the Principals agent and to perform their obligations under this agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients. The Agent may disclose information to other parties including media organisations, potential tenants, clients of the Agent both existing and potential, tradespeople, bodies corporate, financial institutions, government and statutory bodies and third parties as required by law. The Agent may also disclose information to others on the internet. The Agent will only disclose information in this way to other parties as required to perform their duties under this agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy act 1988. If the Principal would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this agreement. The Principal can also correct this information if it is inaccurate, incomplete or out of date. Real Estate, and tax laws require some of this information to be collected. If the information is not provided, the Agent may not be able to act effectively on the Principals behalf or at all.

Please notify the agent immediately if you do not wish to receive any correspondence via SMS.

The initial supply of, ongoing record of, and permitted use of your private information is at your discretion except where those details are required to be kept and/or disclosed by law. You may update, alter or delete your information at anytime and without penalty except where those details are required to be kept and/or disclosed by law. If certain information however is not provided, we as agent may not be able to effectively act on your behalf.

If you would like to access your personal information held by us you can do so by contacting us via phone, fax or email as detailed on this agreement. You can also contact us by calling in to the office at 71 Wilson Street Horsham.

In addition, our company would like to clearly alert you to the fact that although it is our intention to protect your privacy at all times there is always a possibility that our firewalls, virus scanning and other security systems may be breached or bypassed and be unable to protect our computer system from corruption via viruses and/or hackers which may result in the unauthorised access to and distribution of personal details from our database. We will not assume liability for breaches of this nature beyond our control.

We reserve the right to alter our privacy policy from time to time, and these changes will be made available for your inspection at [www.wdre.com.au](http://www.wdre.com.au).

54. The TENANT acknowledges that if he/she vacates the property without advising Wes Davidson Real Estate and any other person takes occupation of the property, the TENANT will remain fully responsible and liable for the actions of the person/s, loss of rent and damage to the property as a result of their occupation. The TENANT understands that a fee of 1 weeks rent plus GST will be payable for each tenant transfer during the tenancy.

## SCHEDULE

**Item 1: DATE OF AGREEMENT:** Thursday, 11 October 2018

**Item 2: LANDLORD:** Name: Neilson  
Address: 71 Wilson Street  
HORSHAM 3400

**Item 3: AGENT:** Registered Business Name: Wes Davidson Real Estate Pty Ltd  
Address: 71 Wilson Street, HORSHAM 3400  
Telephone: 03 5382 0000

**Item 4: TENANT:** Name: [REDACTED]

**Item 5: PREMISES:** 1/20 Begg Street  
HORSHAM VIC 3400  
Including Chattels (attach inventory if necessary)

**Item 6: RENTAL:** \$350.00 per weekly  
Payable fortnightly in advance

**Item 7: COMMENCING ON:** 16th October 2018

**Item 8: RENTAL PAYMENTS TO AGENT:** See Clause 39 of the Lease Agreement for accepted methods

**Item 9: BOND:** \$1,521.00

**FIXED TERM AGREEMENT:**  
**Item 10: FIXED TERM:** 12 months

**Item 11: COMMENCEMENT DATE:** 16th October 2018  
**Item 12: TERMINATION DATE:** 15th October 2019

**PERIODIC TENANCY:**  
**Item 13: COMMENCEMENT DATE:**

**Item 14: WATER USAGE:** Tenant to pay water usage

**SPECIAL CONDITIONS:**  
No parking on nature strip or lawn areas.  
Tenant to maintain garden and lawns.  
No smoking inside.  
Premises to be professionally cleaned prior to vacating.

**SIGNED** by the Landlord/Agent

in the presence of:

**SIGNED** by the Tenant

in the presence of:

\_\_\_\_\_  
on behalf of Neilson

\_\_\_\_\_  
(Witness)

X \_\_\_\_\_  
\_\_\_\_\_  
(Witness)

The **TENANT** hereby acknowledges having received a copy of Renting a Home – A guide for Tenants and Landlords, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancy Act 1997.

X \_\_\_\_\_  
\_\_\_\_\_  
SIGNED BY TENANT/S 11/10/18

Emarlec  
18/10/201



**WES DAVIDSON**  
REAL ESTATE

## TENANCY RENEWAL SCHEDULE

**Tenant Name:** [REDACTED]

**Address:** 1/20 Begg Street, Horsham

**Date of Agreement:** 18/10/2019

**Fixed Term:** 12 months

**Commencement Date:** 16/10/2019

**Termination Date:** 15/10/2020

**Rent:** \$1543 per calendar month

I / We hereby renew this Residential Tenancy Agreement on the same terms and conditions as per the initiated original Lease Agreement; however, I / We understand that the rent amount is subject to change upon Lease Renewal

**Landlord / Managing Agent signature:**

**Signed in the presence of:**

**Tenant signature:**

**Signed in the presence of:**

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## **Planning controls**

### **Can you change how the property is used, or the buildings on it?**

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### **Are there any proposed or granted planning permits?**

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## **Safety**

### **Is the building safe to live in?**

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

## **Building permits**

### **Have any buildings or retaining walls on the property been altered, or do you plan to alter them?**

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### **Are any recent building or renovation works covered by insurance?**

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

## **Utilities and essential services**

### **Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?**

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## **Buyers' rights**

### **Do you know your rights when buying a property?**

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

(04/10/2016)

