DocuSign Envelope ID: 5981F553-7659-451A-9504-27530C867A23

DATED 20 .

WAYNE MAXWELL ELLIOTT AND JULIE CATHERINE ELLIOTT

to

CONTRACT OF SALE OF LAND

Property: 4 Barton Drive, Horsham 3400

STEWART & LIPSHUT
Lawyers
30 Victoria Street
Nhill Vic 3418

Tel: (03) 5391 1711
Fax: (03) 5391 2019
Ref: PKL:200417

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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	4 Barton Drive, Horsham 3400	
Vendor's name	Wayne Maxwell Elliott	**Date** / /
Vendor's signature	Oct 30, 2020 | 2:35 PM AEDT	
Vendor's name	Julie Catherine Elliott	**Date** / /
Vendor's signature	Oct 30, 2020 | 2:38 PM AEDT	
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: $4,000.00

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):

None to the best of the Vendor's Knowledge

1.3 **Terms Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

2. INSURANCE

2.1 **Damage and Destruction**

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 **Owner Builder**

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of *the Building Act* 1993 applies to the residence.

Not Applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Not Applicable.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

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3.4 **Planning Scheme**

The required specified information is as follows:

Name of planning scheme	Horsham Rural City Council Planning Scheme
Name of responsible authority	Horsham Rural City Council
Zoning of the land	General Residential Zone (GRZ) General Residential Zone-Schedule 1 (GRZ1)
Name of planning overlay	None

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2 **Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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 CT 10659/882
- Property Plan
- Property Planning Report
- Copy Horsham Rural City Council Rates Notice
- Copy GWM Water Rates Notice
- Copy Residential Tenancy Agreement
- Due Diligence Checklist

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

VOLUME 10659 FOLIO 882 Security no : 124086260952Y
Produced 27/10/2020 01:33 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 503191M.
PARENT TITLES :
Volume 09476 Folio 873 Volume 10611 Folio 549
Created by instrument PS503191M 04/07/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
WAYNE MAXWELL ELLIOTT
JULIE CATHERINE ELLIOTT both of 1 A LLOYD STREET DIMBOOLA VIC 3414
AJ464196P 02/02/2012

ENCUMBRANCES, CAVEATS AND NOTICES

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 PS503191M 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: 4 BARTON DRIVE HORSHAM VIC 3400

DOCUMENT END

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	PLAN OF SUBDIVISION	Stage No.	LTO use only EDITION 8	Plan Number PS 503191M

Location of Land
Parish: HORSHAM
Township: ———
Section 7
Crown Allotment: 4 (PART)
Crown Portion: ———

LTO base record: VICMAP DIGITAL PROPERTY (RURAL)
Title References: Vol. 10611. Fol. 549
Vol. 9476 Fol. 873

Last Plan Reference: LOT 3 ON LP 65732
LOT 2 ON PS 449838K
Postal Address: WILLIAMS ROAD HORSHAM 3400

AMG Co-ordinates: E 608105 Zone 54
(Of approx. centre of land in plan) N 5934870 Datum AGD66

Council Certification and Endorsement
Council Name: HORSHAM RURAL CITY COUNCIL Ref: AO 5819

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 2015 12002
~~Re-certified under section 11(7) of the Subdivision Act 1988~~
~~Council Delegate~~
~~Council seal~~
~~Date / /~~

APPLIES TO MASTER PLAN (STAGE 1) ONLY

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
ROAD R1, R2, R3 ,R5,R6	HORSHAM RURAL CITY COUNCIL
RESERVE No's 1 & 2	HORSHAM RURAL CITY COUNCIL

Notations

Depth Limitation: Does not apply

Staging: This is a staged subdivision
Planning Permit No. 01-093

Survey:- This plan is based on survey.
To be completed where applicable.
This survey has been connected to permanent marks no(s). HORSHAM PM 47, HORSHAM PM 138, HORSHAM PM 169, HORSHAM PM 170

In proclaimed Survey Area no. NOT IN A PROCLAIMED SURVEY AREA

OTHER PURPOSES OF PLAN:
TO CREATE A RESTRICTIVE COVENANT

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R- Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	2·44	LP 65732	LOTS ON LP 65732
E-2 & E-7	WAY & DRAINAGE	SEE DIAG.	LP 65732	LOTS ON LP 65732
E-1, E-3, E-5, E-6, E-7, E-8, E-9	SEWERAGE	SEE DIAG.	THIS PLAN	GRAMPIANS REGION WATER AUTHORITY
E-4 & E-5	DRAINAGE	SEE DIAG.	THIS PLAN	HORSHAM RURAL CITY COUNCIL
E-6	SUPPLY OF GAS, TELEPHONE, ELECTRICITY, WATER SERVICES, & DATA TRANSMISSION	SEE DIAG.	THIS PLAN	LOTS ON PS 503191M
E-10	SEWERAGE	3	THIS PLAN	GRAMPIANS WIMMERA MALLEE WATER AUTHORITY
E-11	SEWERAGE	3	AE558695Q	GRAMPIANS WIMMERA MALLEE WATER AUTHORITY

LTO use only
Statement of Compliance / Exemption Statement
Received ☑
Date 14/06/02

THIS IS AN LR COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

SHEET 1 OF 14 SHEETS

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Licensed Surveyors ABN. 75 005543779
62 McLachlan Street Horsham 3400
Telephone (03) 53822023 Fax. (03) 53811544
Email: ferguson@wimmera.com.au

LICENSED SURVEYOR NOEL JAMES FERGUSON
SIGNATURE _____ DATE 6/2/02
REF 5984B VERSION 1

DATE 2015 12002
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

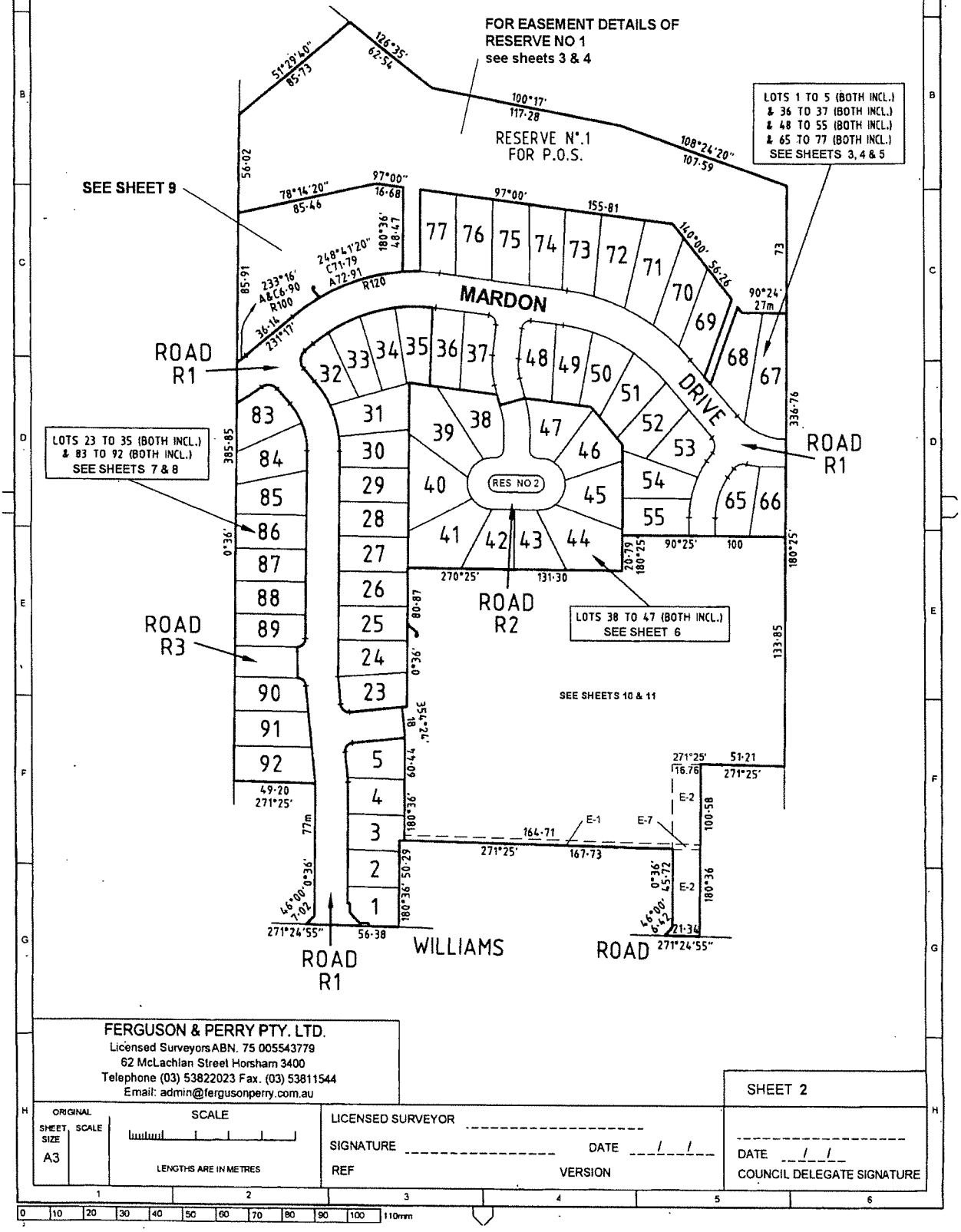
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PLAN OF SUBDIVISION

Stage No.

Plan Number **PS503191M**



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SHEET 2

ORIGINAL SHEET SIZE A3 | SCALE | LENGTHS ARE IN METRES

LICENSED SURVEYOR _____

SIGNATURE _____ DATE ___/___/___

REF VERSION

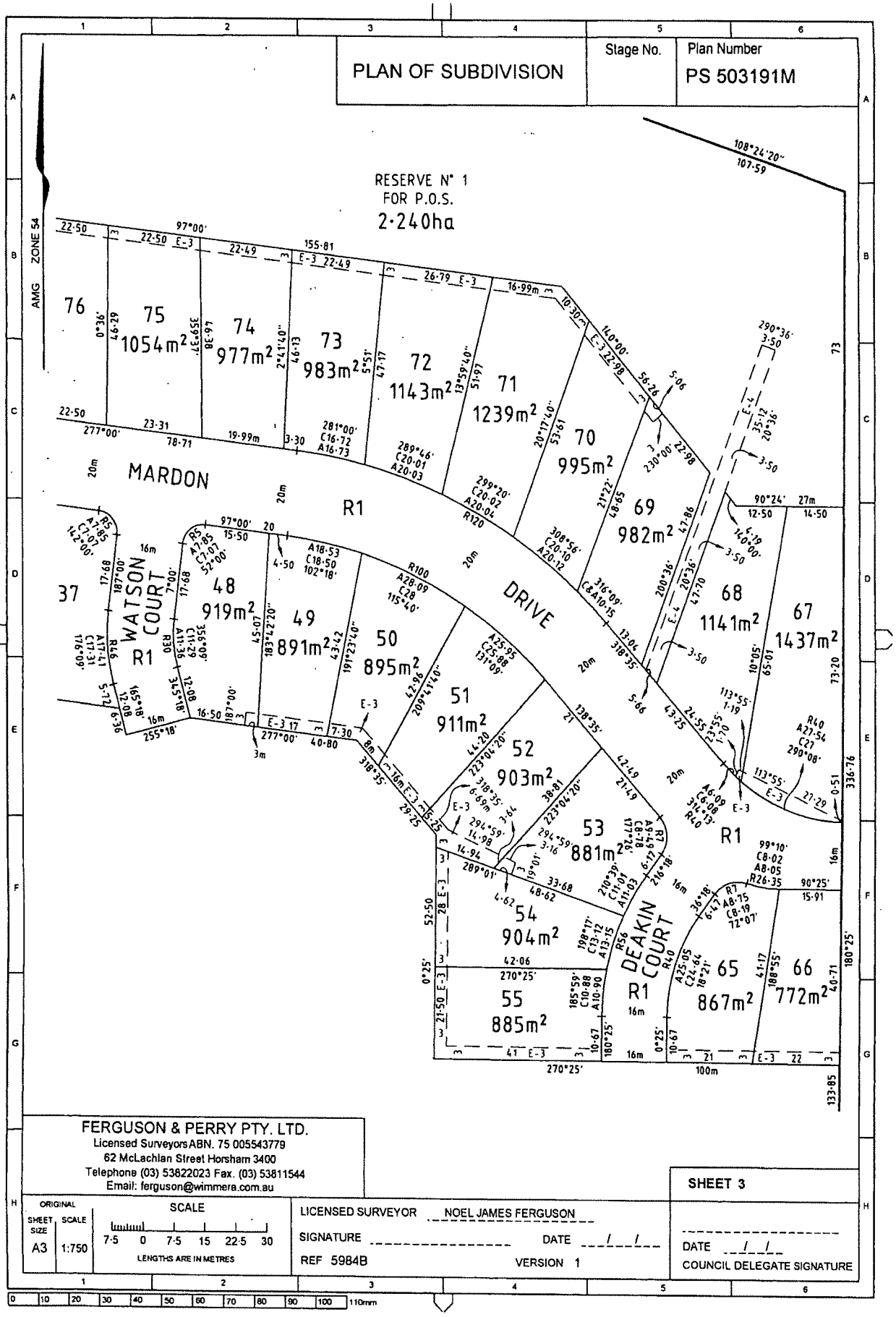
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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 503191M



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SHEET 3

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:750	7·5 0 7·5 15 22·5 30 LENGTHS ARE IN METRES

LICENSED SURVEYOR NOEL JAMES FERGUSON

SIGNATURE _____ DATE __/__/__

REF 5984B VERSION 1

DATE __/__/__

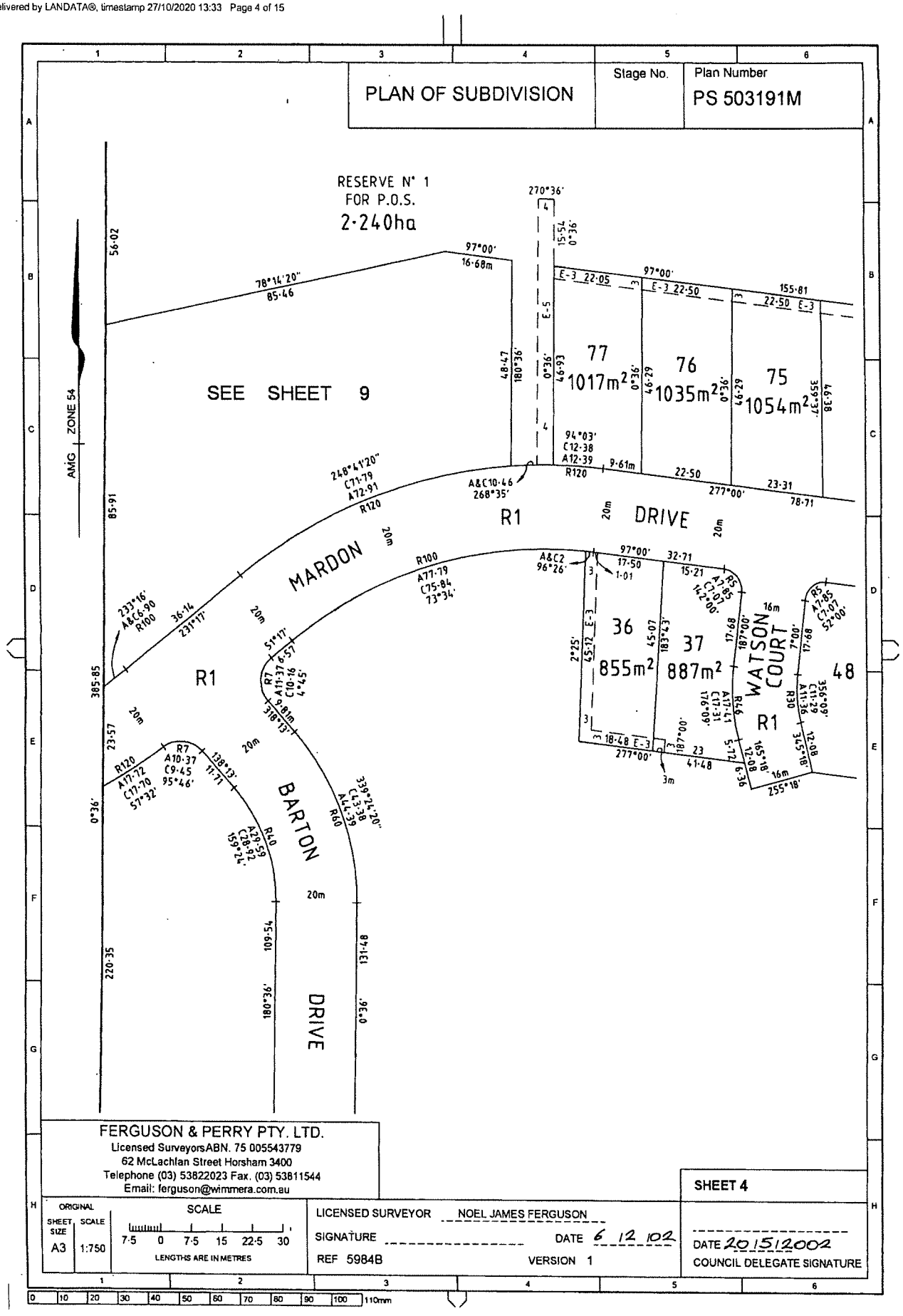
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SHEET 4

ORIGINAL SHEET SIZE	SCALE
A3	1:750

SCALE: 7·5 0 7·5 15 22·5 30 — LENGTHS ARE IN METRES

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SIGNATURE _____ DATE 6 12 102

REF 5984B VERSION 1

DATE 20151200 2

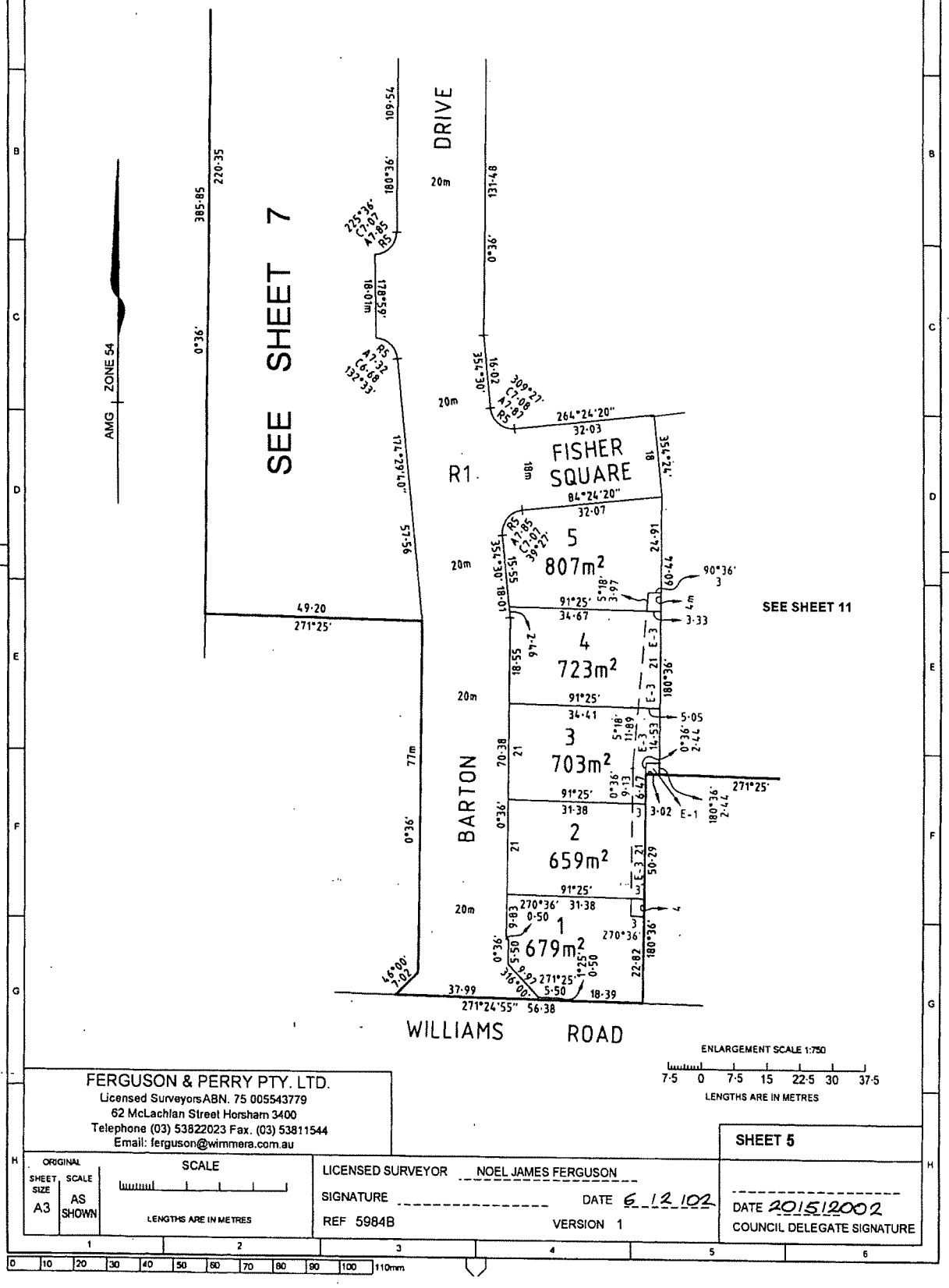
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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 503191M



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SHEET 5

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	AS SHOWN	LENGTHS ARE IN METRES

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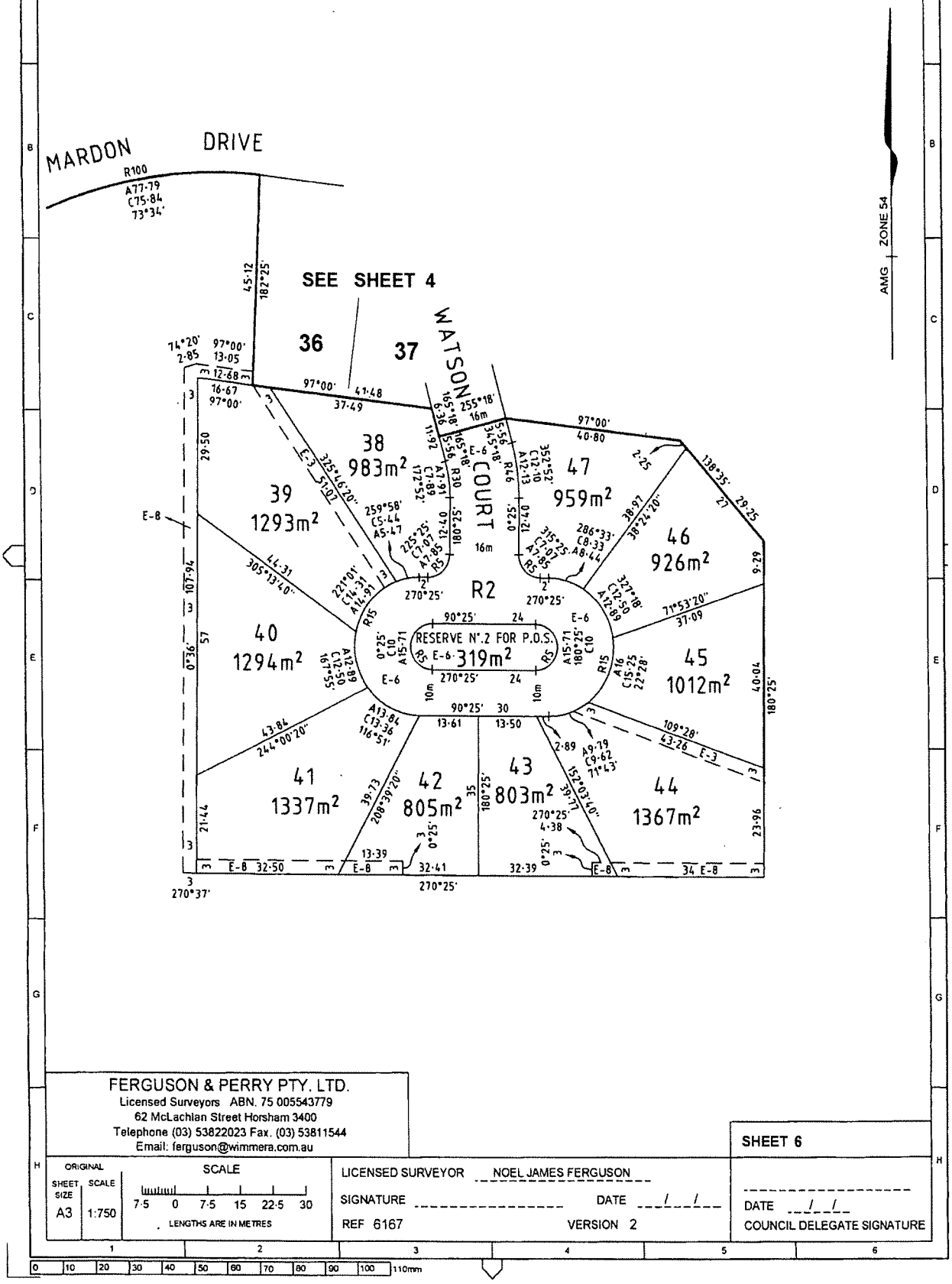
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PLAN OF SUBDIVISION

Stage No.	Plan Number
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SHEET 6

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LENGTHS ARE IN METRES

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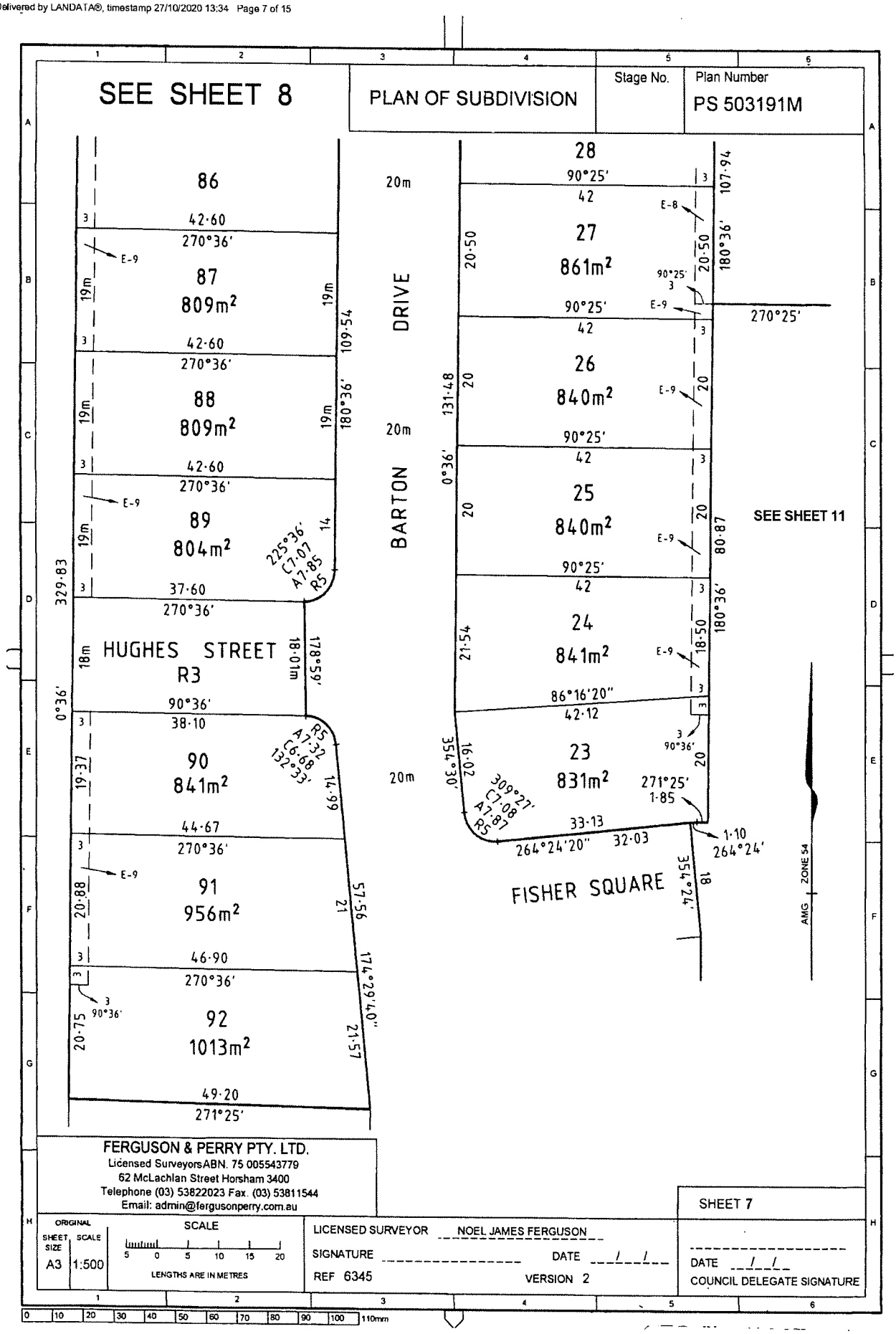
DATE / /

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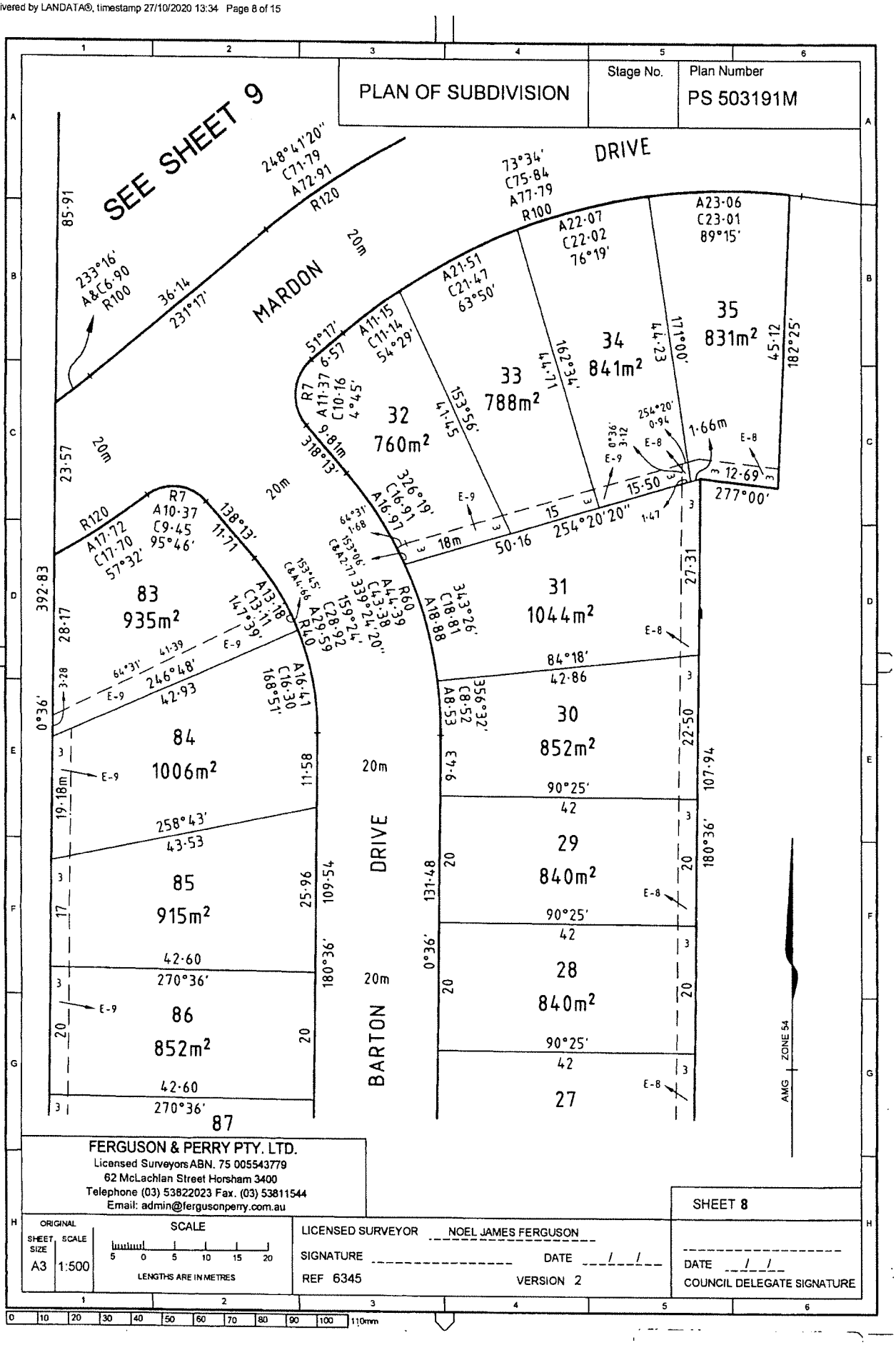
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SHEET 8

ORIGINAL SHEET SIZE A3 | SCALE 1:500 | SCALE 5 0 5 10 15 20 LENGTHS ARE IN METRES

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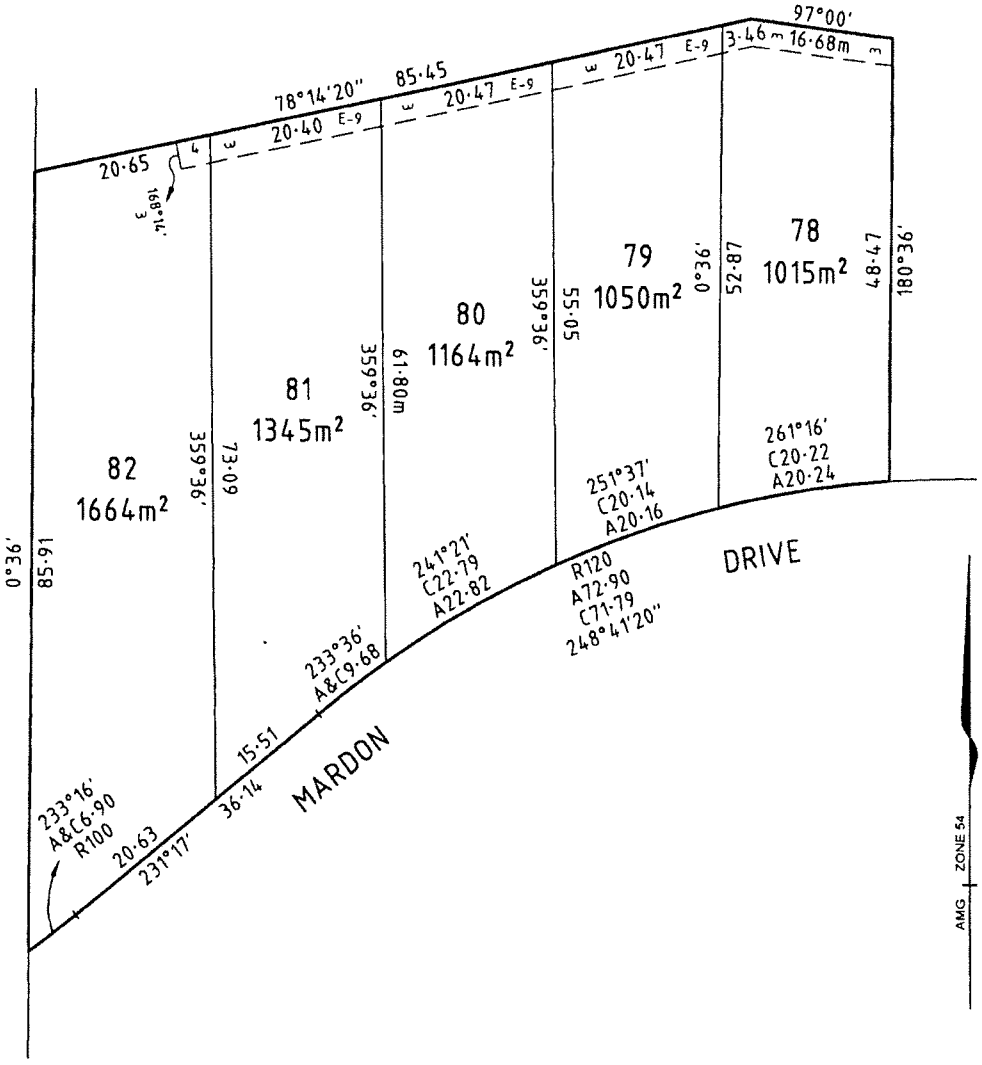
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PLAN OF SUBDIVISION	Stage No.	Plan Number PS 503191M

RESERVE No.1



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SHEET 9

ORIGINAL SHEET SIZE A3 | SCALE 1:500 | SCALE 5 0 5 10 15 20 LENGTHS ARE IN METRES

LICENSED SURVEYOR DONALD JAMES PERRY

SIGNATURE _____ DATE / /

REF 6485 VERSION 2

DATE / /

COUNCIL DELEGATE SIGNATURE

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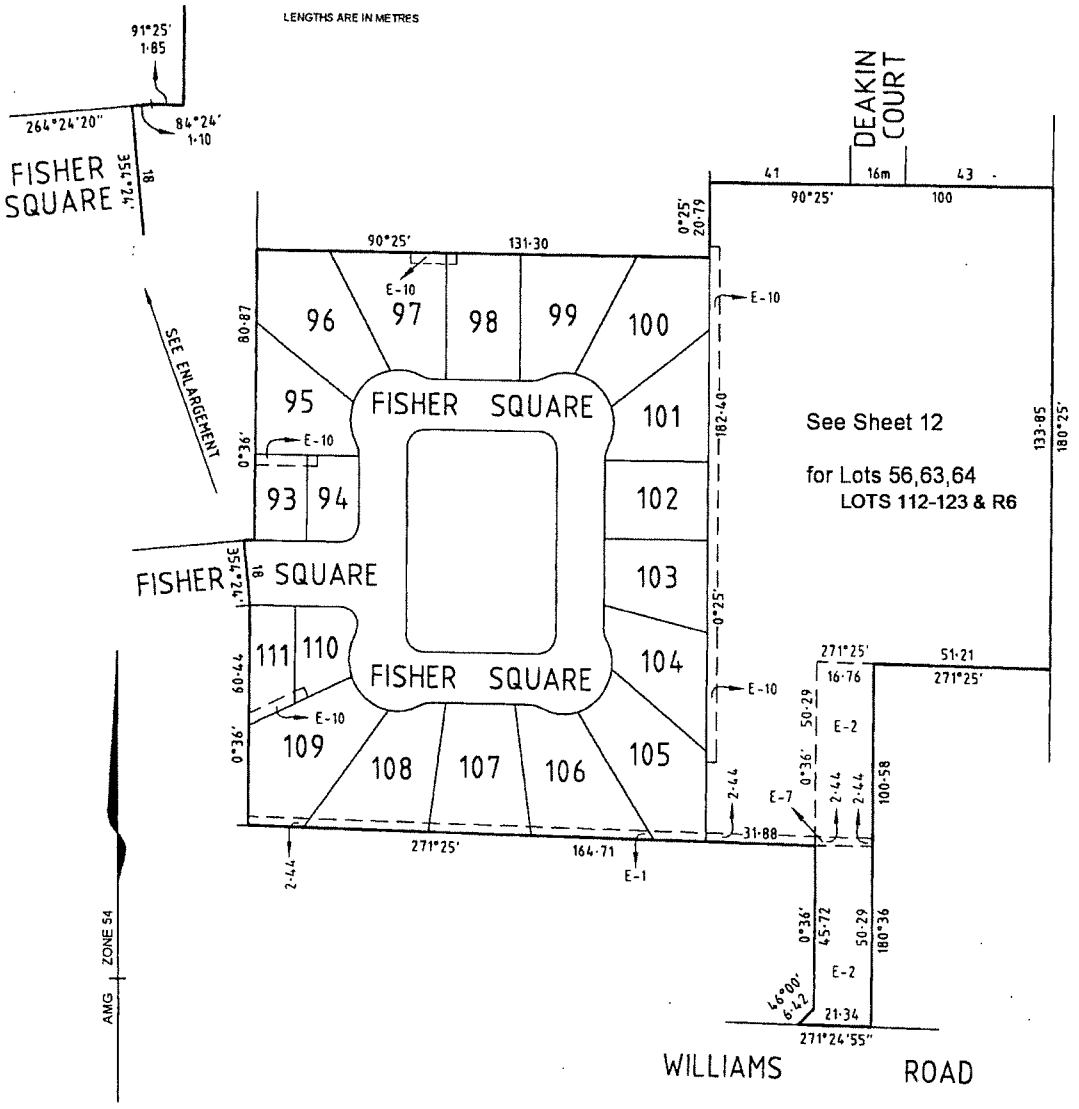
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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 503191M

SCALE OF ENLARGEMENT
1:250

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES



ORIGINAL SHEET SIZE	SCALE
A3	1:1250

SCALE
12.5 0 12.5 25 37.5 50
LENGTHS ARE IN METRES

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LICENSED SURVEYOR NOEL JAMES FERGUSON
SIGNATURE _____ DATE / /
REF 6502 VERSION 2

SHEET 10

DATE / /
COUNCIL DELEGATE SIGNATURE

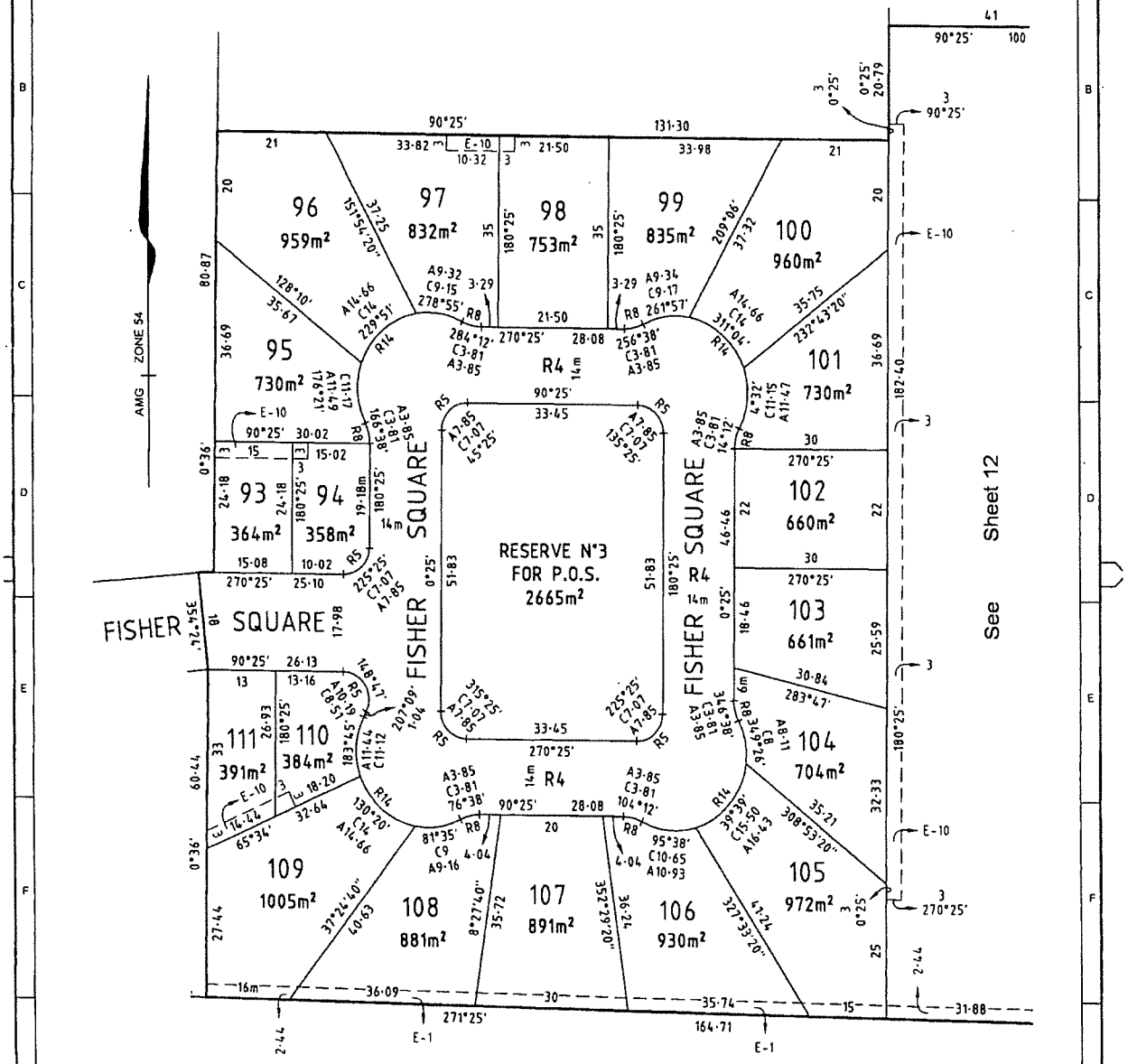
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PLAN OF SUBDIVISION

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SHEET 11

ORIGINAL SHEET SIZE A3 | SCALE 1:750 | SCALE 7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES

LICENSED SURVEYOR NOEL JAMES FERGUSON

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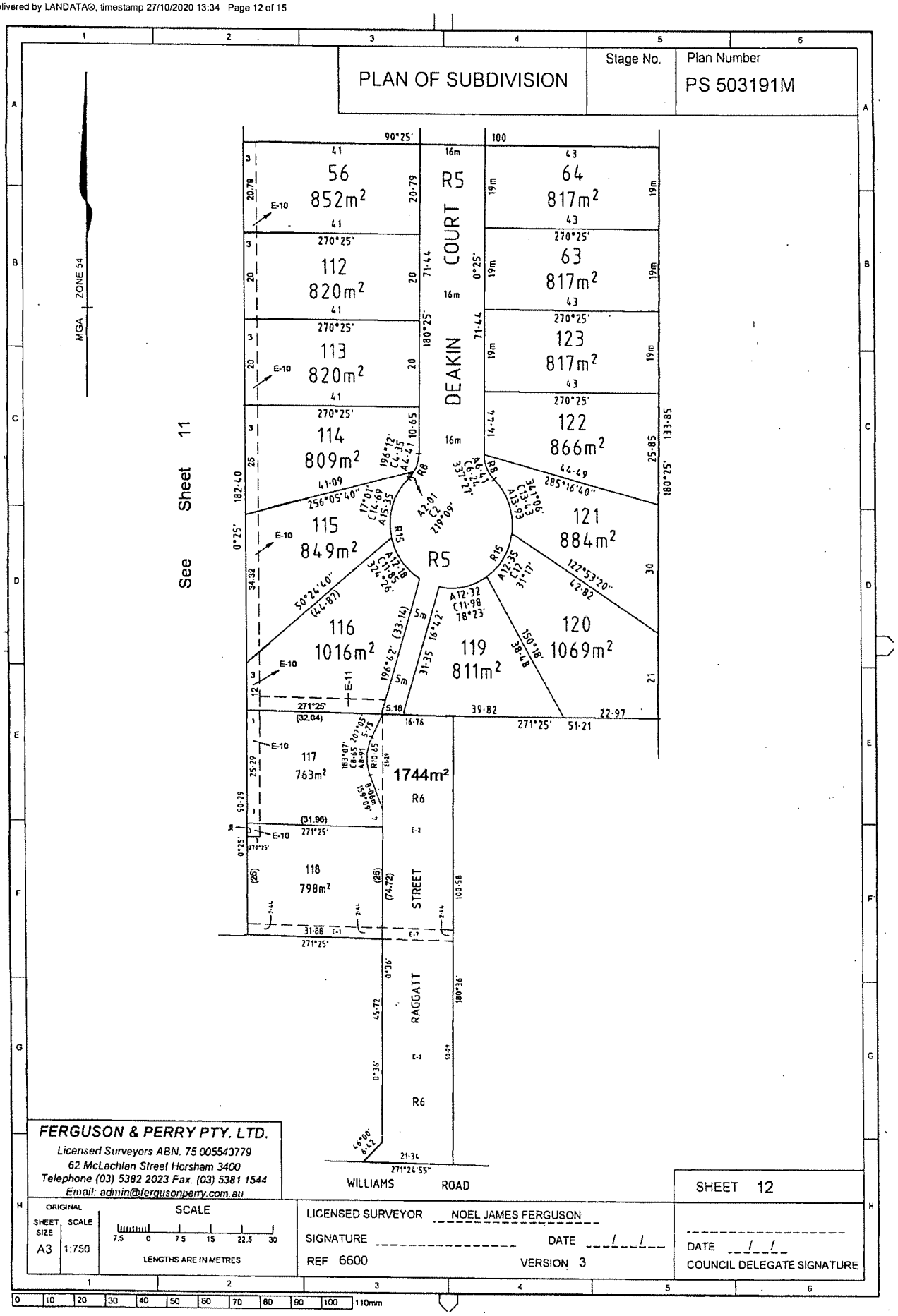
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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 503191M



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Email: admin@fergusonperry.com.au

SHEET 12

ORIGINAL SHEET SIZE	SCALE
A3	1:750

SCALE 7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES

LICENSED SURVEYOR NOEL JAMES FERGUSON

SIGNATURE _____ DATE / /

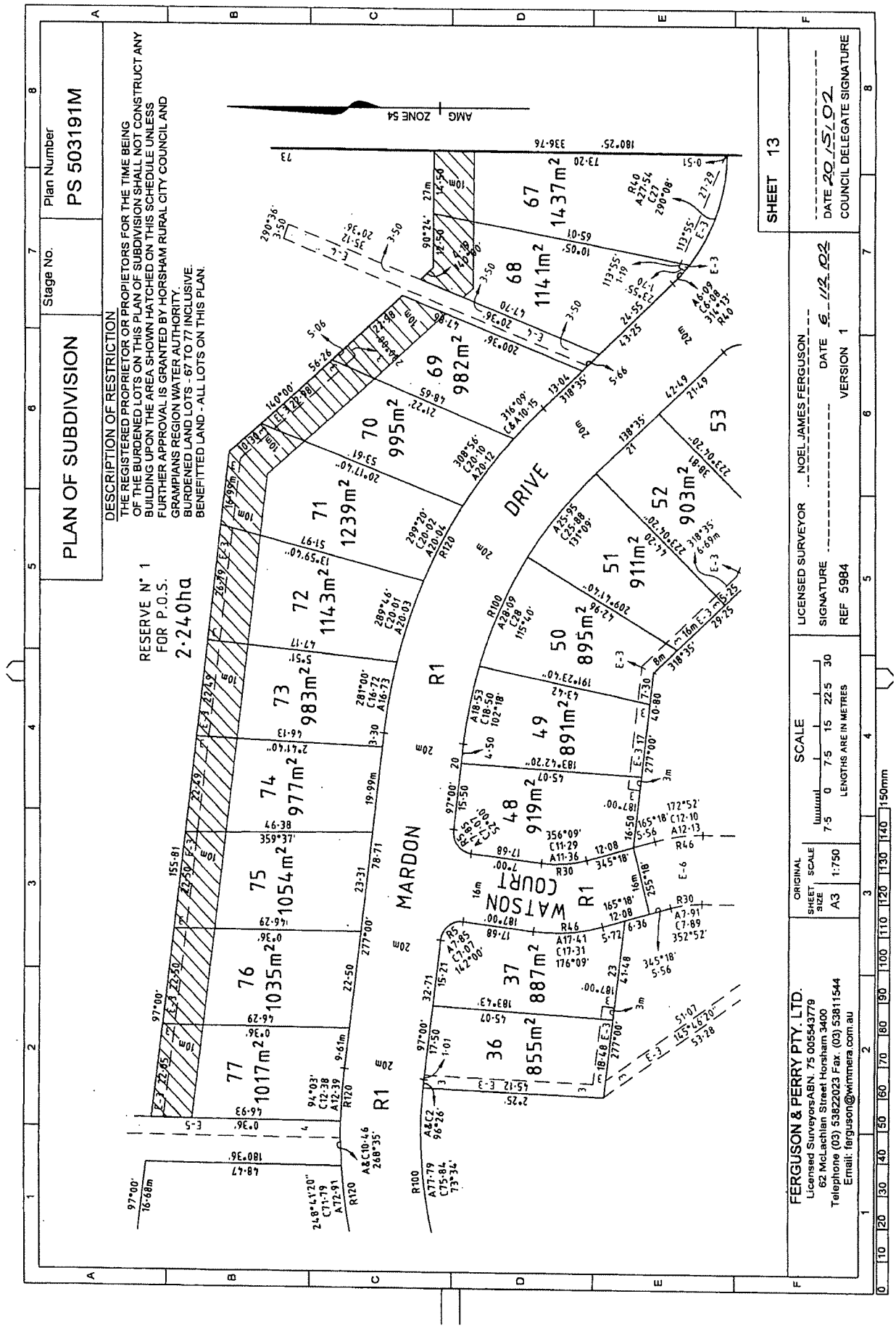
REF 6600 VERSION 3

DATE / /

COUNCIL DELEGATE SIGNATURE

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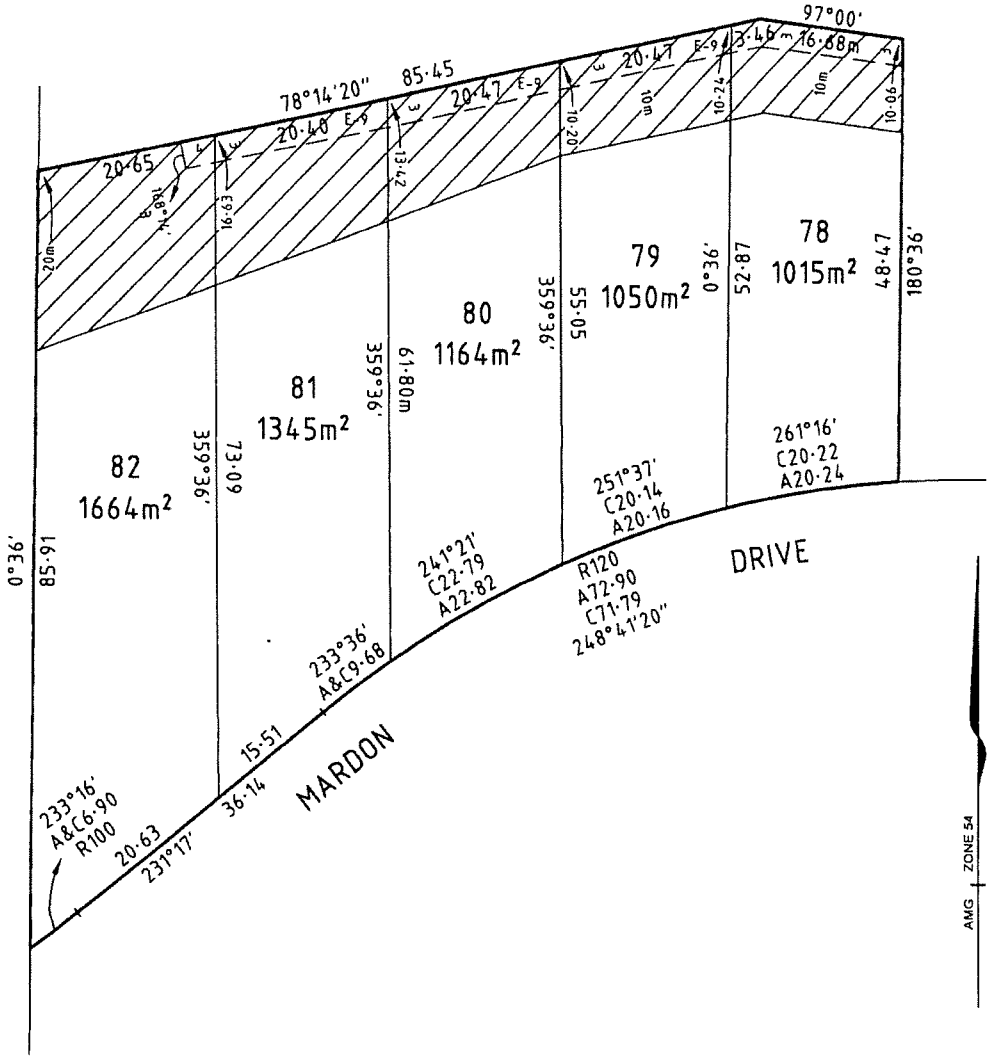
Delivered by LANDATA®, timestamp 27/10/2020 13:34 Page 14 of 15

PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 503191M

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF THE BURDENED LOTS ON THIS PLAN OF SUBDIVISION SHALL NOT CONSTRUCT ANY BUILDING UPON THE AREA SHOWN HATCHED ON THIS SCHEDULE UNLESS FURTHER APPROVAL IS GRANTED BY HORSHAM RURAL CITY COUNCIL AND GRAMPIANS REGION WATER AUTHORITY.
BURDENED LAND LOTS - 78 TO 82 BOTH INCLUSIVE.
BENEFITTED LAND - ALL LOTS ON THIS PLAN.



FERGUSON & PERRY PTY. LTD.
Licensed Surveyors ABN. 75 005543779
62 McLachlan Street Horsham 3400
Telephone (03) 53822023 Fax. (03) 53811544
Email: admin@fergusonperry.com.au

SHEET 14

ORIGINAL SHEET SIZE A3 | SCALE 1:500 | SCALE 5 0 5 10 15 20 LENGTHS ARE IN METRES

LICENSED SURVEYOR DONALD JAMES PERRY
SIGNATURE _____ DATE / /
REF 6485 VERSION 2

DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110mm

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.

PLAN NUMBER
PS503191M

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS 38 - 47, S3 RD R2 & RES NO 2	RE-SUBDIVISION	PS503191M/ S2	12/6/03	2.39PM	2	TSG
LOT S3	LOTS 23 to 35 LOTS 83 to 92 & S4 ROAD R3	STAGE 3	PS503191M/S3	02/12/2003		3	IRM
LOT S4	LOTS 78 - 82 &S5	STAGE 4	PS53191M/S4			4	IT
LOT S5	LOTS 93-111,S6, RESERVE NO.3 ROAD R4	STAGE 5	PS503191M/S5	17/1/04		5	G.D.H
LOT S6	Lots 56,63,64,112-116 (B.I), 119-123(B.I.),S7 & R5	STAGE 6	PS503191M/S6	23/11/05		6	H.L.
LOT 116	E-11	CREATION OF EASEMENT	AE558695Q			7	REN
LOT S7	LOT 117,118 & ROAD R6	STAGE 7	PS503191M/S7	1/03/07		8	N.H

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Urban Water Account

4 Barton Drive HORSHAM VIC 3400

GWMWater

11 McLachlan Street (PO Box 481)
Horsham Victoria 3402
info@gwmwater.org.au
www.gwmwater.org.au
ABN: 35 584 588 263

tax Invoice

account number	issue date
2200708	23/07/2020

billing and general enquiries
office hours: **1300 659 961**
difficulties and faults
24 hours: **1800 188 586**

Next Reading: 30/09/2020

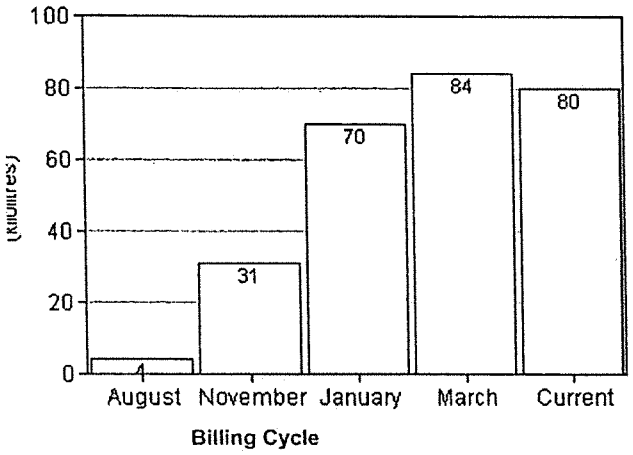
W M Elliott & J C Elliott
1A Lloyd St
DIMBOOLA VIC 3414

033
I018848

due date: 25/08/2020

amount due: $239.21

Your Usage in KiloLitres



Balance Brought Forward	
Opening Balance	$238.08
Transactions since last Account	-$238.08
Current Charges	
Sewer Service	$126.94
Water Service	$112.27
Water Usage	$0.00
Total	**$239.21**
Total Amount Due	**$239.21**
Total includes GST of	$0.00

Penalty interest of 3.9% per annum will apply to overdue balances

TARGET YOUR WATER USE

Use water wisely: www.targetyourwateruse.vic.gov.au

payment slip

POST billpay

W M Elliott & J C Elliott

*347 0000000000002200703

account number: 2200708

If eligible and your concession has not been deducted please call 1300 659 961. Please see reverse for details.

24/2/20.

amount due: $239.21

amount being paid:

Please see over for payment options

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Horsham Rural City Council urban rural balance

CIVIC CENTRE
18 ROBERTS AVENUE, HORSHAM 3400
Tel: 03 5382 9777 Fax: 03 5382 1111
Email: council@hrcc.vic.gov.au
Weekdays: 8.30am to 5.00pm
TTY: 133 677 ask for 03 5382 9777

NATIMUK OFFICE
62 MAIN STREET, NATIMUK 3409
Tel: 03 5387 1304
Thursday 9.00am to 12 noon

VALUATION AND RATE NOTICE / TAX INVOICE FOR THE YEAR ENDING 30TH JUNE 2021

ABN 37 019 724 765

W M & J C ELLIOT
1A LLOYD STREET
DIMBOOLA VIC 3414

Date of Notice: 18/08/2020

Date Declared: 27/07/2020

Assessment: 12941

033
I007251
R2_11697

DESCRIPTION AND LOCATION OF LAND
4 BARTON DRIVE HORSHAM
LOT 2 PS 503191M HORSHAM

SITE VALUE	105,000
CAPITAL IMPROVED VALUE	348,000
NETT ANNUAL VALUE	17,400
EFFECTIVE DATE	01/07/2020
LEVEL OF VALUE DATE	01/01/2020

AREA 659.0000 SQUARE METRES

AVPCC 110 DETACHED DWELLING

RATE DETAILS	*RATE IN $ / CHARGE*	*CIV / AMT*	*TOTAL*
BALANCE AT 18/08/2020			$0.00
RESIDENTIAL RATE	0.00527300	348,000	$1835.00
MUNICIPAL CHARGE RESIDENTIAL	274.00	1	$274.00
240L GARBAGE URBAN	421.00	1	$421.00
GOVT PENSION REBATE - RATES			$0.00
COUNCIL PENSION REBATE - RATES			$0.00
VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY			
FSPL RESIDENTIAL FIXED	113.00	1	$113.00
FSPL RESIDENTIAL VARIABLE	0.00005400	348,000	$18.79
GOVT PENSION REBATE - FSPL			$0.00

TOTAL **$2,661.79**

Payment In Full
Due 15 Feb 2021
$2,661.79

Or

On Instalments
1st Instalment
Due 30 Sept 2020
$665.44

2nd Instalment
Due 30 Nov 2020
$665.45

3rd Instalment
Due 1 Mar 2021
$665.45

4th Instalment
Due 31 May 2021
$665.45

Note: Payments received after the due date may be charged interest at 10% pa. Any arrears shown on this notice are due immediately and may accrue interest until paid.

For emailed notices:
hrcc.enotices.com.au
Reference No: B822ED377L

BPAY
Biller Code: 87221
Ref: 1294 11
BPAY this payment via internet or phone banking
BPAY View® Registration No.: 1294 11

Post Billpay
Billpay Code: 2315
Ref: 129411
Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au

ASSESSMENT: 12941

RATEPAYER NAME:

W M & J C ELLIOT

PO BOX 511
HORSHAM VIC 3402

POST billpay
*2315 129411

POST billpay
*2315 129411

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WES DAVIDSON
REAL ESTATE

RESIDENTIAL TENANCY AGREEMENT

PROPERTY: 4 Barton Drive
HORSHAM VIC
3400

LANDLORD: Elliott

TENANT:

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

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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.**

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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**.

3. 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.

4. 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**.

5. 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.

6. The **TENANT** shall not use the premises for any purpose other than for residential purposes without the written consent of the **LANDLORD**.

7. 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.

8. 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.)

9. 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.

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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 then 28 days after the day on which the **TENANT** gives notice.

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.

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 spilt onto the concrete or common areas.

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.

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.

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 1st week of April & 1st 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).

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.

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.

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

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.

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 managment.

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**

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.

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 readvertising.
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.

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.

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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.

7. 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.

8. 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.

9. 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.

0. 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 in done or the **AGENT** has permission to deduct the costs from the bond held at the RTBA.

1. 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
   2. Fax us on 5382 0600
   3. Fill out a maintenance request form on 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.

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

3. 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 correspondance 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.

4. 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.

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WES DAVIDSON
REAL ESTATE

PET LEASE AGREEMENT

I hereby declare that the pet/s named below will be the only animal/s to remain on the premises at any given time. There are to be no additional pets or replacement of pets without written permission. The Landlord has no objections to you keeping an animal/s named herein at the above property providing the following conditions are met.

- The property must be adequately secured and the grounds around the house are to be kept clean and free of odours, unconsumed food and excrement.
- The animal/s is not a nuisance to neighbouring properties or people. The tenant agrees if the animal becomes a nuisance, dangerous or bothersome then the tenant shall remove that animal/s from the premises.
- Containing the animal/s, when tradespeople, agents or authorised personnel need to carry out work or business at the property.
- The tenant is responsible for pest control of fleas at the end of the tenancy which must be undertaken after the property has been completely vacated.
- Any damage caused by the animal/s to the property will be rectified immediately at the expense of the tenant.

Type of Animal/s: Dog (pug x shitzu)
Age: 12

Are your pets registered with the local council? (please circle) (Yes) No

We, the tenants, agree to the above terms for keeping an animal/s at the premises.

Signed by the tenant/s on this day 29 of June 2020 :

X _____

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SCHEDULE

Item 1: DATE OF AGREEMENT:	**Monday, 29 June 2020**
Item 2: LANDLORD: Name:	**Elliott**
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:
Item 5: PREMISES:	**4 Barton Drive** **HORSHAM VIC 3400** Including Chattels (attach inventory if necessary)
Item 6: RENTAL:	**$380.00** per weekly Payable fortnightly in advance
Item 7: COMMENCING ON:	**24/07/2020**
Item 8: RENTAL PAYMENTS TO AGENT:	See Clause 39 of the Lease Agreement for accepted methods
Item 9: BOND:	**$1,651.00**
FIXED TERM AGREEMENT: **Item 10: FIXED TERM:**	**12 Months**
Item 11: COMMENCEMENT DATE:	**24/07/2020**
Item 12: TERMINATION DATE:	**23/07/2021**
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 _____ on behalf of **Elliott**

in the presence of: _____ (Witness)

SIGNED by the Tenant

in the presence of: _____ (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 Tenancies Act, 1997.

X _____

SIGNED BY TENANT/S

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Land .vic.gov.au

Property Report from www.land.vic.gov.au on 27 October 2020 01:21 PM

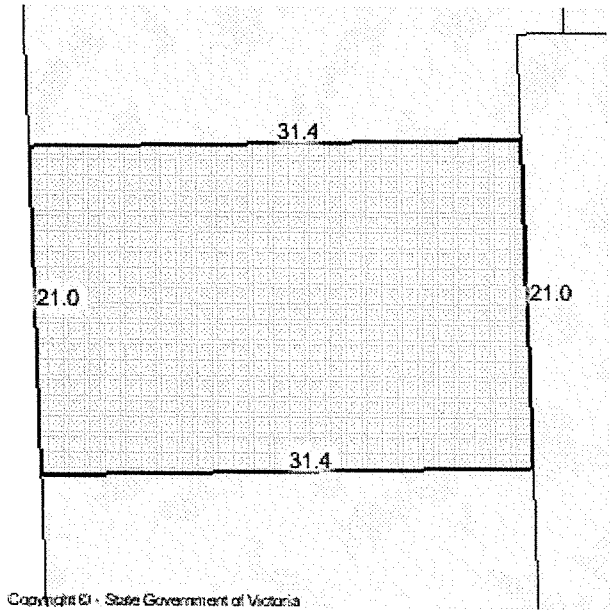
Address: 4 BARTON DRIVE HORSHAM 3400
Lot and Plan Number: Lot 2 PS503191
Standard Parcel Identifier (SPI): 2\PS503191
Local Government (Council): HORSHAM **Council Property Number:** 12941
Directory Reference: VicRoads 544 H8

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

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

Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



Area: 659 sq. m
Perimeter: 105 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: 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 Overlay: None

Planning scheme data last updated on 21 October 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

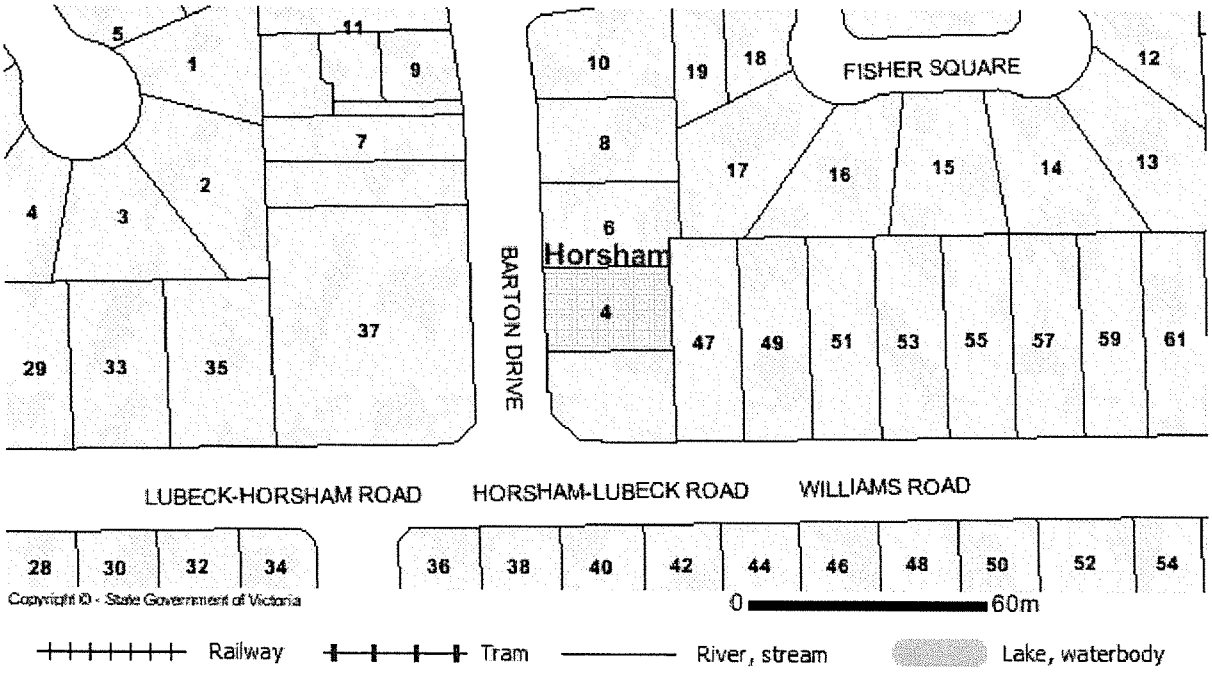
The Planning Property Report includes separate maps of zones and overlays

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

Area Map



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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 27 October 2020 01:18 PM

PROPERTY DETAILS

Address:	**4 BARTON DRIVE HORSHAM 3400**
Lot and Plan Number:	**Lot 2 PS503191**
Standard Parcel Identifier (SPI):	**2\PS503191**
Local Government Area (Council):	**HORSHAM** www.hrcc.vic.gov.au
Council Property Number:	**12941**
Planning Scheme:	**Horsham** Planning Scheme - Horsham
Directory Reference:	**Vicroads 544 H8**

UTILITIES

Rural Water Corporation:	**Grampians Wimmera Mallee Water**
Urban Water Corporation:	**Grampian Wimmera Malle Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

View location in VicPlan

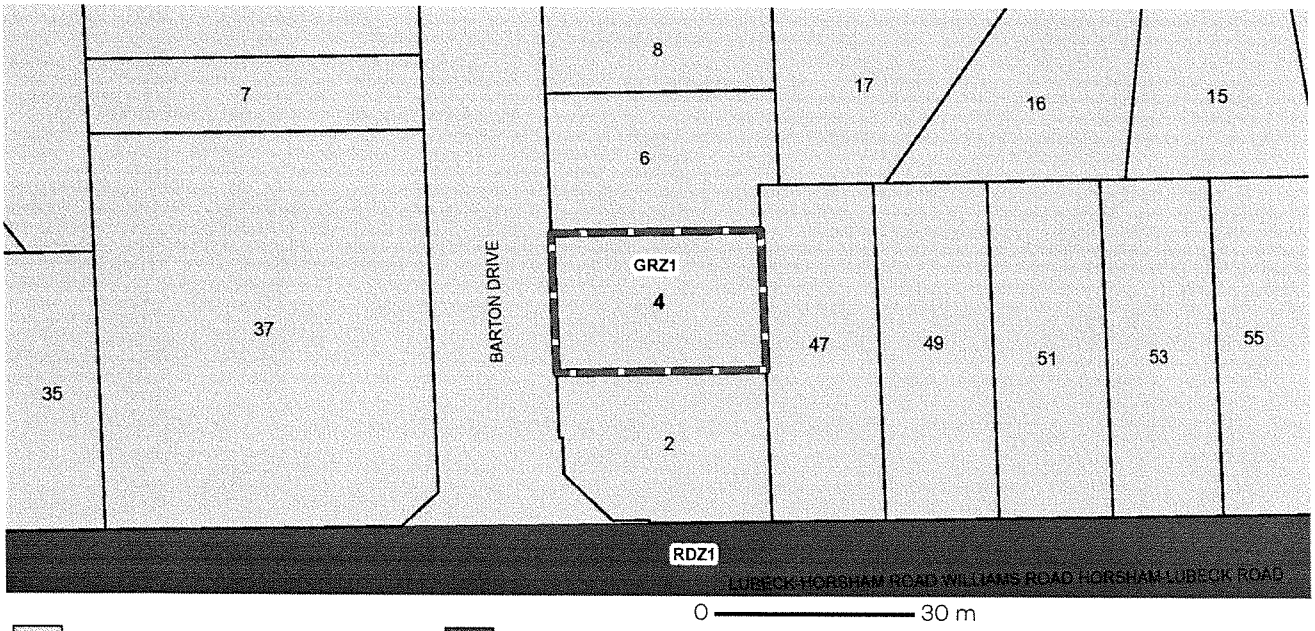
STATE ELECTORATES

Legislative Council:	**WESTERN VICTORIA**
Legislative Assembly:	**LOWAN**

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

RDZ1 - Road-Category 1

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

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Read the full disclaimer at https://www2.delwp.vic.gov.au/disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

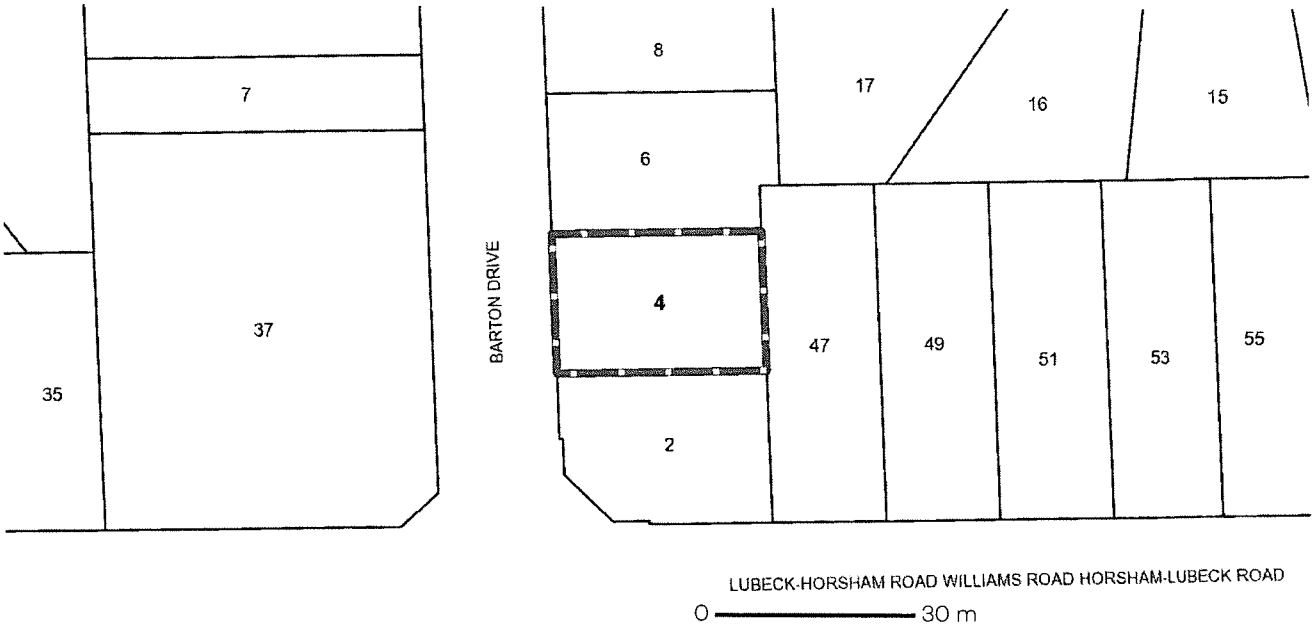
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

No planning overlay found



Further Planning Information

Planning scheme data last updated on 21 October 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 https://mapshare.maps.vic.gov.au/vicplan

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

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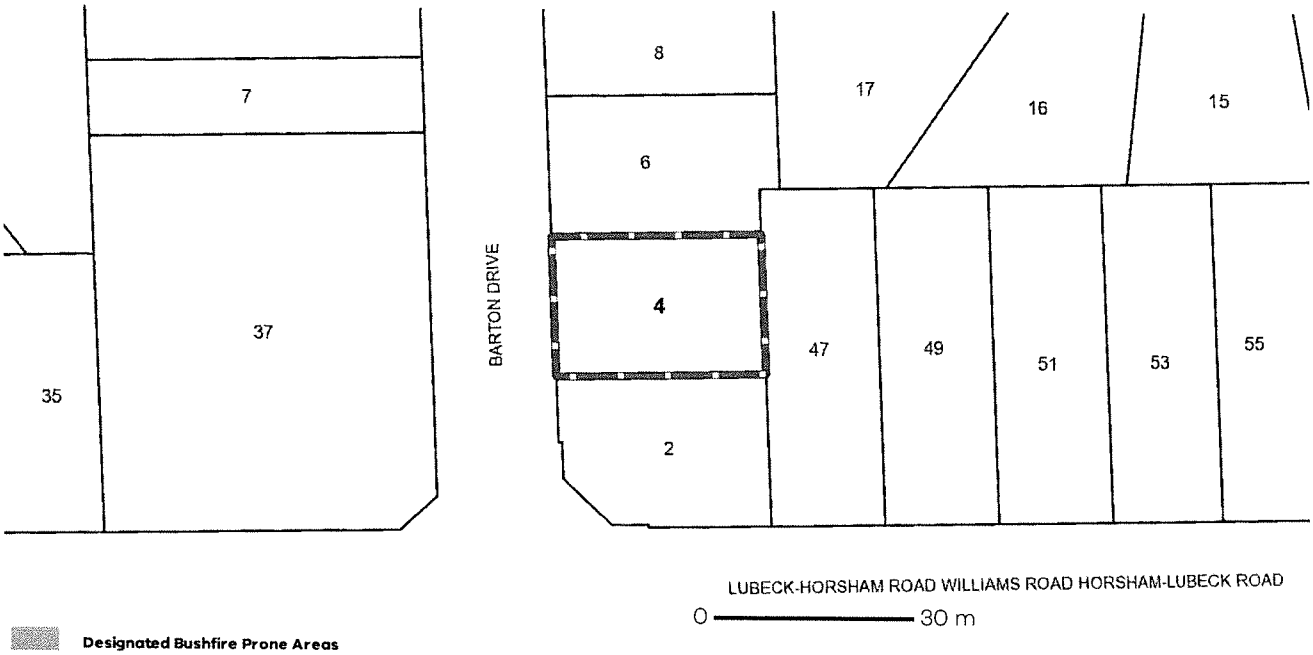
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PLANNING PROPERTY REPORT

VICTORIA State Government | Environment, Land, Water and Planning

Designated Bushfire Prone Areas

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



Designated Bushfire Prone Areas

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 https://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 https://www.vba.vic.gov.au

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

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

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