

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.

32 Nobelius Street, Emerald VIC 3782

Vendor's name Kerry Anne Gibbs (formerly Lewis) Date
26/ 10 / 2020

Vendor's signature



Vendor's name Simon Lee Gibbs Date
26/ 10 / 2020

Vendor's signature



Purchaser's name Date
/ /

Purchaser's signature

Purchaser's name Date
/ /

Purchaser's signature

1. FINANCIAL MATTERS

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

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

Cardinia Shire Council
Yarra Valley Water
State Revenue Office (Land Tax)

(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

Not Applicable

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):

As attached.

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

Not Applicable

The Purchaser/s should note sewers, drains, water pipes, underground and/or overhead electricity cables, underground/or overhead telephone cables, underground NBN cables and underground gas pipes if any, may be laid outside registered easements.

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 within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

The Vendor has no means of knowing decisions of all public authorities and government departments affecting the property unless communicated to the Vendor.

The property is in an area in which is classified as an area in which buildings are likely to be subject to infestation of termites.

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):

Nil.

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")

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

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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- Some services currently noted as connected above may become disconnected prior to settlement. The Purchaser should make their own enquiries in relation to connection and re-connection of services to the land.

9. TITLE

Attached are copies of the following documents:

9.1 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 2000m²; (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)

Water Information Statement Residential Tenancy Agreement – month to month

From www.planning.vic.gov.au on 05 October 2020 10:26 AM

PROPERTY DETAILS

Address: 32 NOBELIUS STREET EMERALD 3782
 Lot and Plan Number: Lot 1 TP102584
 Standard Parcel Identifier (SPI): 1\TP102584
 Local Government Area (Council): CARDINIA
 Council Property Number: 2630901400
 Planning Scheme: Cardinia
 Directory Reference: Melway 125 G11

www.cardinia.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/cardinia

UTILITIES

Rural Water Corporation: Southern Rural Water
 Melbourne Water Retailer: Yarra Valley Water
 Melbourne Water: inside drainage boundary
 Power Distributor: AUSNET

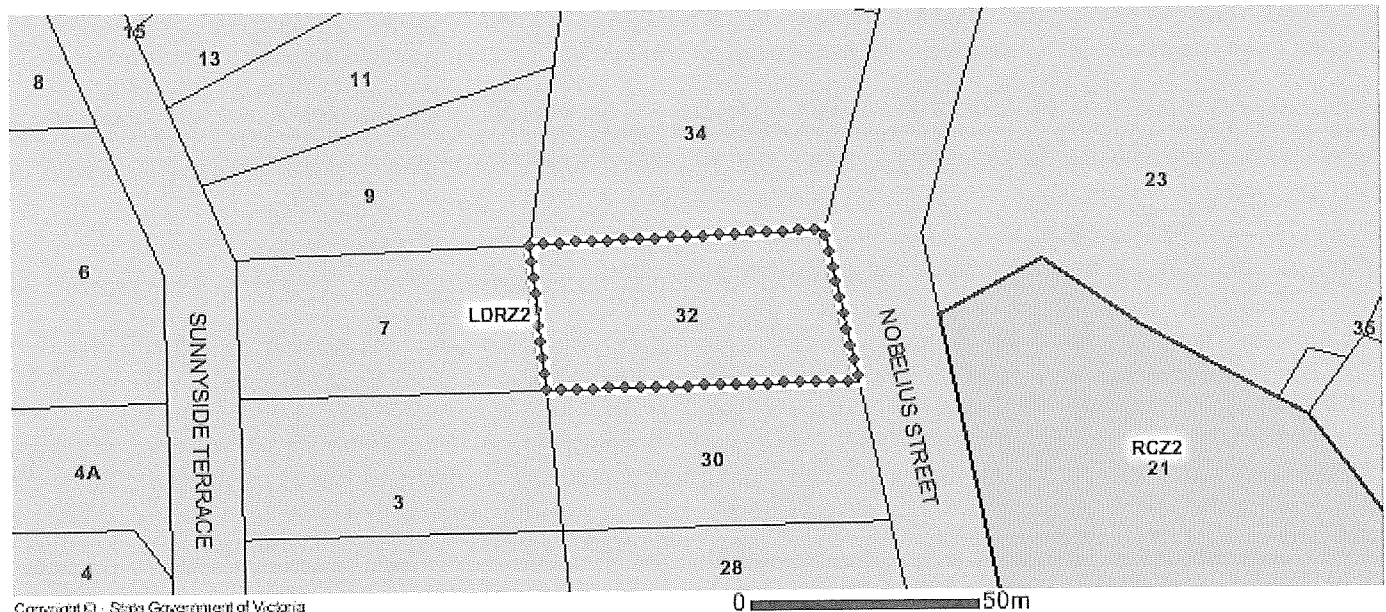
STATE ELECTORATES

Legislative Council: EASTERN VICTORIA
 Legislative Assembly: GEMBROOK

Planning Zones

LOW DENSITY RESIDENTIAL ZONE (LDRZ)

LOW DENSITY RESIDENTIAL ZONE - SCHEDULE 2 (LDRZ2)



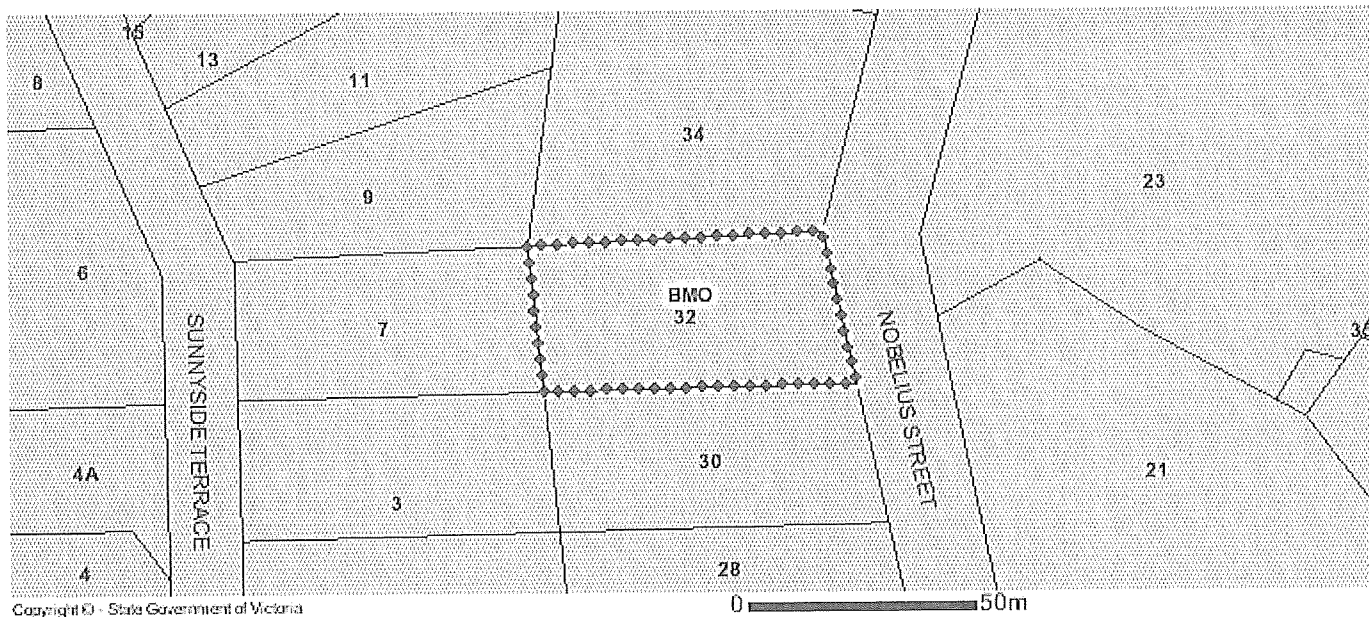
Copyright © State Government of Victoria

 LDRZ - Low Density Residential  RCZ - Rural Conservation

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

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

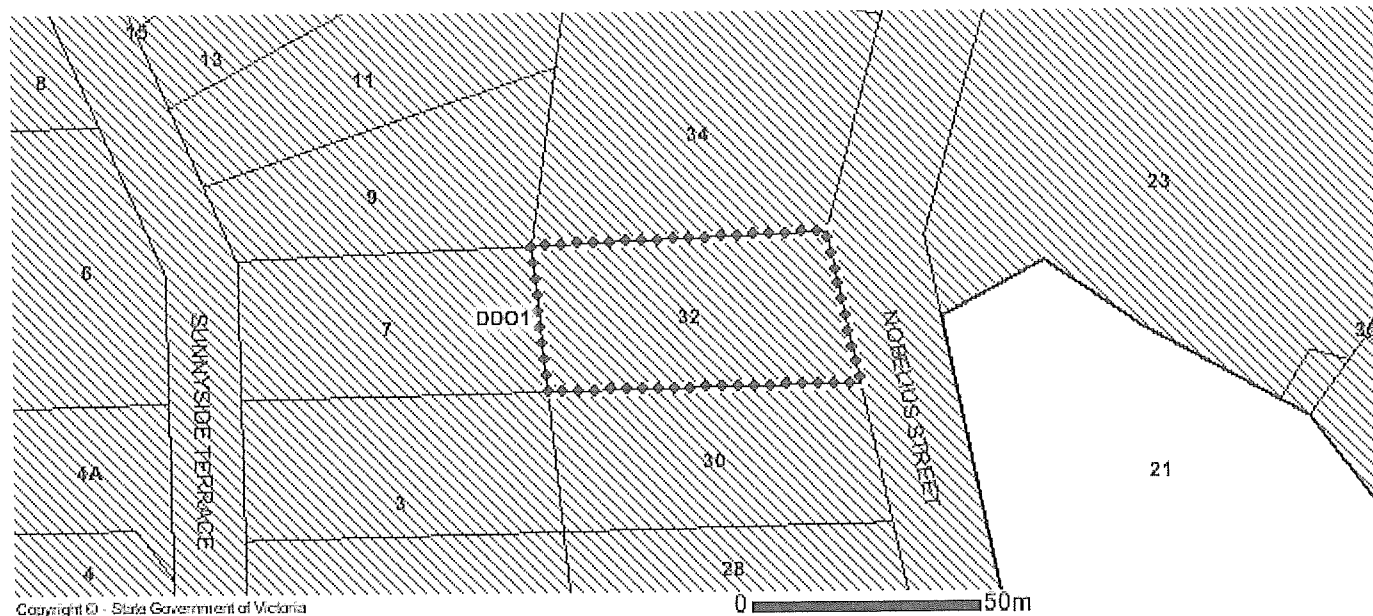


BMO - Bushfire Management

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)



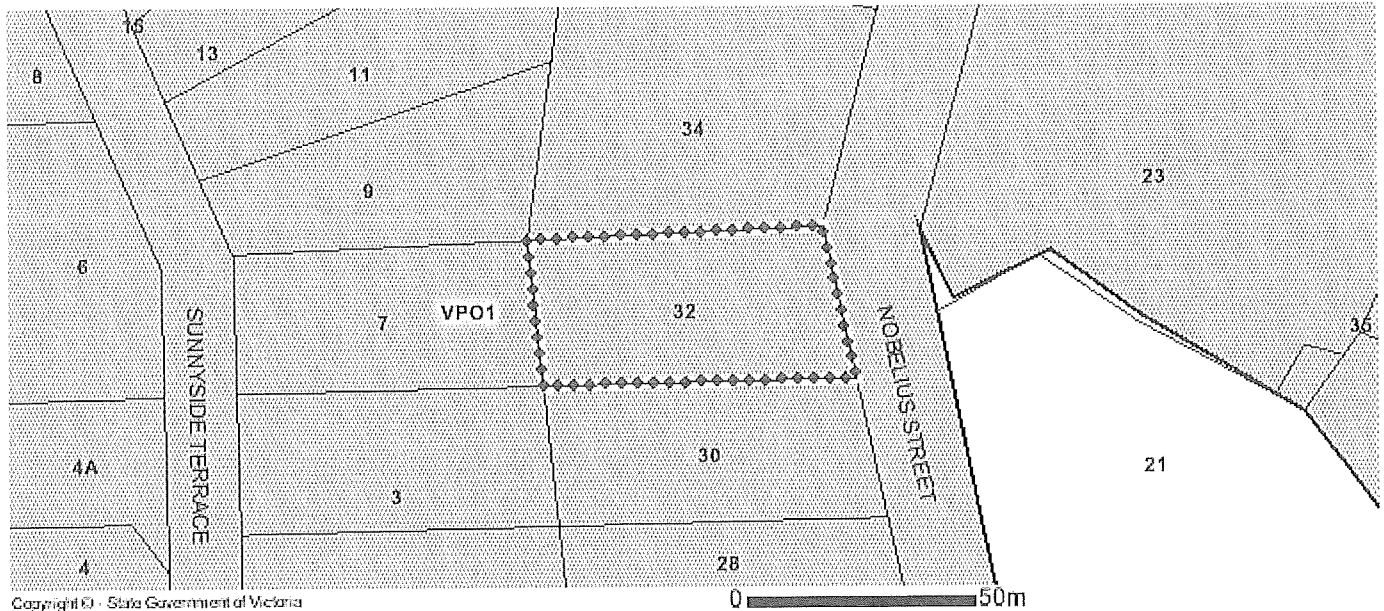
DDO - Design and Development

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

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



VPO - Vegetation Protection

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

RESTRUCTURE OVERLAY (RO)



ESO - Environmental Significance

RO - Restructure

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

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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).

Further Planning Information

Planning scheme data last updated on 30 September 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

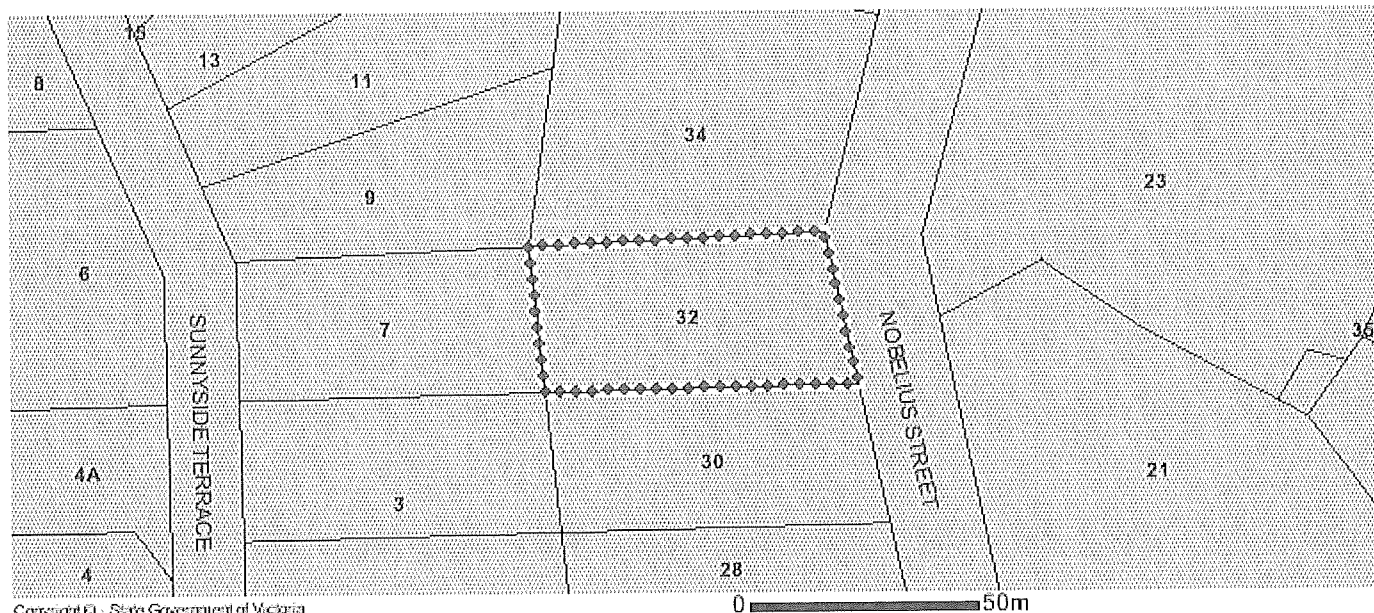
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.



Designated Bushfire Prone Area

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

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

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

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

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

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

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



YARRA VALLEY WATER
ABN 93 066 992 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

5th October 2020

Buy & Sell Conveyancing Services

Dear Buy & Sell Conveyancing Services,

RE: Application for Water Information Statement

Property Address:	32 NOBELIUS STREET EMERALD 3782
Applicant	Buy & Sell Conveyancing Services
Information Statement	30555150
Conveyancing Account Number	5757504575
Your Reference	20/3968 Gibbs (S)

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitoham Victoria 3132

Private Bag 1
Mitoham Victoria 3132

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F (03) 9872 1353

E enquiry@yvw.com.au
yvw.oom.au

Yarra Valley Water Property Information Statement

Property Address	32 NOBELIUS STREET EMERALD 3782
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



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yvw.com.au

Melbourne Water Encumbrance

Property Address	32 NOBELIUS STREET EMERALD 3782
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STATEMENT UNDER SECTION 158 WATER ACT 1989

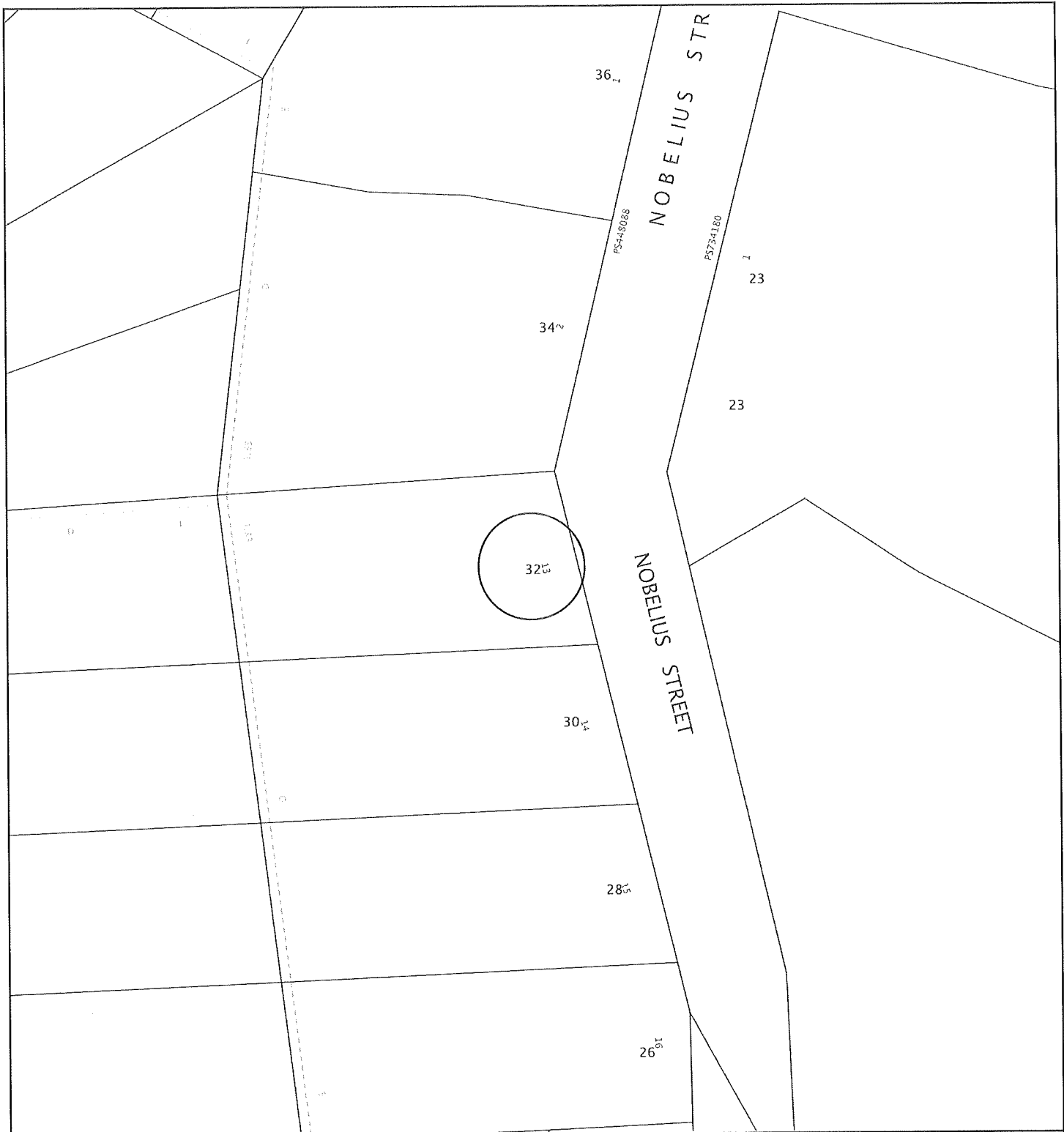
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30555150**

Address	32 NOBELIUS STREET EMERALD 3782
Date	05/10/2020
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole	MW Drainage Underground Centreline	MW Drainage Manhole	
Easement	Sewer Pipe Flow	MW Drainage Natural Waterway	MW Drainage Manhole	
Existing Sewer	Sewer Offset	MW Drainage Natural Waterway	MW Drainage Manhole	
Abandoned Sewer	Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;



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yvw.com.au

Buy & Sell Conveyancing Services
annette@buyandsellconveyancing.com.au

RATES CERTIFICATE

Account No: 8888873799
Rate Certificate No: 30555150

Date of Issue: 05/10/2020
Your Ref: 20/3968 Gibbs (S)

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
32 NOBELIUS ST, EMERALD VIC 3782	1\TP102584	1383679	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2020 to 31-12-2020	\$19.69	\$19.69
Parks Fee	01-07-2020 to 30-06-2021	\$79.02	\$0.00
Drainage Fee	01-10-2020 to 31-12-2020	\$14.44	\$14.44
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$34.13
Total Due			\$34.13

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

GENERAL MANAGER
RETAIL SERVICES

Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
- Any deferred property debt is included in the arrears figures.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
10. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03)9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1383679

Address: 32 NOBELIUS ST, EMERALD VIC 3782

Water Information Statement Number: 30555150

HOW TO PAY



Bill Code: 314567
Ref: 88888737994



Mail a Cheque with the Remittance Advice
below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount
Paid

Date
Paid

Receipt
Number

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1383679

Address: 32 NOBELIUS ST, EMERALD VIC 3782

Water Information Statement Number: 30555150

Cheque Amount: \$

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / BUY & SELL CONVEYANCING SERVICES

Your Reference: 20/3968
Certificate No: 40097489
Issue Date: 06 OCT 2020
Enquiries: ESYSPROD

Land Address: 32 NOBELIUS STREET EMERALD VIC 3782

Land Id	Lot	Plan	Volume	Folio	Tax Payable
12655253	1	102584	9558	659	\$0.00

Vendor: SIMON GIBBS & KERRY GIBBS
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS KERRY ANNE GIBBS	2020	\$430,000	\$635.00	\$0.00	\$0.00

Comments: Land Tax of \$635.00 has been assessed for 2020, an amount of \$635.00 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
 Commissioner of State Revenue

CAPITAL IMP VALUE:	\$545,000
SITE VALUE:	\$430,000
AMOUNT PAYABLE:	\$0.00



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

Certificate No: 40097489

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$635.00

Taxable Value = \$430,000

Calculated as \$275 plus (\$430,000 - \$250,000) multiplied by 0.200 cents.

Land Tax Clearance Certificate - Payment Options

BPAY 	Billers Code: 5249 Ref: 40097489
Telephone & Internet Banking - BPAY®	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
www.bpay.com.au	

CARD 	Ref: 40097489
Visa or Mastercard.	
Pay via our website or phone 13 21 61. A card payment fee applies.	
sro.vic.gov.au/paylandtax	



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

Page 1 of 1

VOLUME 09558 FOLIO 659

Security no : 124085872205A
Produced 05/10/2020 10:33 AM

LAND DESCRIPTION

Lot 1 on Title Plan 102584P.
PARENT TITLE Volume 05654 Folio 702
Created by instrument K771184 23/02/1984

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KERRY ANNE LEWIS
SIMON LEE GIBBS both of 32 NOBELIUS STREET EMERALD VIC 3782
AJ022023Q 22/06/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ022024N 22/06/2011
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 TP102584P 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: 32 NOBELIUS STREET EMERALD VIC 3782

ADMINISTRATIVE NOTICES

NIL

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

DOCUMENT END



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TITLE PLAN	EDITION 1	TP 102584P
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<p>Location of Land</p> <p>Parish: NANGANA</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment:</p> <p>Crown Portion:</p> <p>Last Plan Reference: LP 13486</p> <p>Derived From: VOL 9558 FOL 659</p> <p>Depth Limitation: 15.24 m</p>	<p style="text-align: center;">Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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<p style="text-align: center;">Description of Land / Easement Information</p> <p style="text-align: center;">ENCUMBRANCES REFERRED TO</p> <p>As to the land shown marked A - - - -</p> <p><u>THE EASEMENTS</u> (if any) existing over- the same by virtue of Section 98 of - the Transfer of Land Act - - - -</p> <div style="text-align: center;"> </div>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 10-08-1999</p> <p>VERIFIED: AD</p>
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TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = LOT 13 ON LP 13486

LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets
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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 of which the first instalment is payable 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 Authority within 10 business days of receiving the Bond.

Fixed Term Tenancy

The term of this Agreement shall be as specified in item 11 of the Schedule Commencement on the date specified in item 12 in the Schedule and Ending on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

OR

Periodic Tenancy

This Agreement shall commence on the date specified in item 14 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 rented premises.
- (b) The Tenant must take reasonable care to avoid damaging the premises and any common areas.
- (c) The Tenant who becomes aware of damage to the rented premises must give notice to the Landlord of any damage to the premises as soon as practicable.

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 in to 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 an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

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 written 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 by the Landlord in relation to the preparation of an assignment in writing of this Agreement.

8. Residential Tenancies Act 1997

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

Signed by the Tenant:





ADDITIONAL TERMS

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1998 may be set out in this Section.

9. The Tenant shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.

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 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.

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 by the Tenant.

13. The Tenant shall notify the Landlord or Agent immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.

14. 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, Agents and/or invitees.

15. 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.

16. 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.

17. The Tenant shall not use the premises for any purpose other than for residential purposes without the written consent of the Landlord.

18. 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.

19. 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)

20. 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 allotted place.

~~21. The Tenant shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.~~

~~22. The Tenant shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.~~


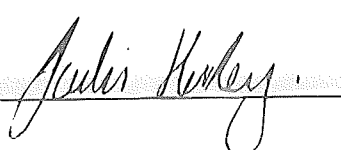
23. The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

24. 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 this 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.

25. 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.

26. 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 the Agreement.

Signed by the Tenant:

27. 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 the provision, be payable by the **Landlord**. The Standard Rules of the Subdivision (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate.

28. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the **Landlord** may from time to time and 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.

29. This Agreement may be amended only by an Agreement in writing signed by the **Landlord** and the **Tenant**.

30. 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.

31. The **Tenant** agrees to fully and regularly maintain and water the garden area, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.

32. 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 a termination date that is not earlier than 28 days after the day on which the **Tenant** gives notice.

33. 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.

34. 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 including common 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 or common property on which it is situated to their original condition forthwith.

35. The **Tenant** must:

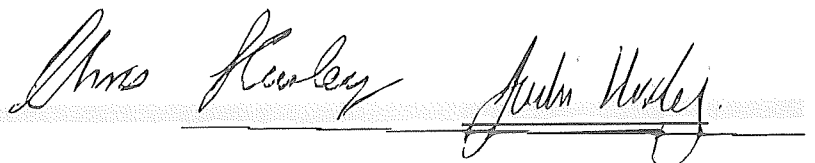
- (a) check each smoke detector in the Premises weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the **Tenant** and the security of the Premises.
- (b) replace the battery in each smoke detector on or about 1st January each year (or earlier if this becomes necessary)
- (c) immediately notify the **Landlord/Agent** of any faulty smoke detector (and confirm this advice to the **Landlord/Agent** in writing the same day).

36. **Consent to receive information by electronic communication**

36.1 For the purposes of sections 8(1) and 8(2) of the Electronic Transactions (Victoria) Act 2000 (Act) the landlord and the tenant each consent to information being given to them by means of an electronic communication.

36.2 In this additional term, "electronic communication" has the same meaning as in section 3(1) of the Act and "information" has the same meaning as "giving information" in section 8(5) of the Act."

Signed by the Tenant:



Chris Rowley Justin Huxley

SPECIAL CONDITIONS

SMOKING

All smoking is to be done outside the house / unit, to ensure curtains, walls and carpets do not absorb the smell. Should this occur, it is the tenant's responsibility to have the curtains and carpets professionally cleaned and the walls washed down.

OCCUPATION

It is hereby agreed that the premises will not be permanently occupied by anyone other than the applicants approved by the landlord. If a new tenant wishes to move in or replace an existing tenant, an application must be submitted and this must be approved by the landlord, in the form of an approved application, prior to moving in.

PAYING RENT

It is the tenant's legal responsibility to pay rent to the agent. Rent must be paid to the agent at – 1 Bayview Road, Belgrave 3160 or via rent card supplied.

RENT ARREARS

If you are having difficulty paying your rent, please contact our office immediately to discuss the matter. A reminder letter will be sent to you after rent is 3 days late and a notice to vacate will be automatically served on you if your rent falls 14 days into arrears.

MAINTENANCE / REPAIRS

All maintenance repairs and requests must be submitted to the agent in writing or via email: propertymanagement@rangesfn.com.au. Any repair or fault reported by the tenant, that is deemed to be user fault or no repair required, will be at the tenant's expense and must be paid for with their next rent due.

CAR PARKING

The tenant/s agree to park all vehicles in designated car parking areas and not on the front lawn or nature strip. Only road worthy vehicles are to be kept at the property at any time. The Tenant shall not park or allow to be parked vehicles on the premises that leak oil unless a suitable tray is provided.

GARDENS

Normally, unless otherwise specified, it is the tenants responsibility to maintain the gardens and lawns of a rented premises. In the event the gardens and lawns are not being maintained by the tenant, the owner will have the option to employ a gardener at the tenants expense

INSPECTIONS

Routine inspections are conducted twice yearly. The first routine inspection will be conducted after the first 3 months, followed by 6 monthly inspections thereafter. The agent will use digital photography at the time of the inspection to report back to the owner the condition of the property.

CARPETS

The tenant/s hereby agree to have the carpets steam/dry cleaned at the end of the tenancy by a reputable company and to supply the agency with a copy of the invoice/receipt.

LEASE TERMINATION

Tenant/s are required to supply, in writing, to the agent any intention to vacate the premises. If the tenant/s is currently on a fixed term lease agreement, they are required to supply 28 days written notice of their intention to vacate the premises, to co-terminate with the expiration of the tenancy. If the tenant/s are currently on a periodic lease agreement, they may give 28 days written notice to the agent, at any time throughout the tenancy.

BREAKING THE LEASE

If the event that the tenant, who is currently on a fixed term lease agreement, needs to terminate their lease prior to the expiration of their tenancy, they agree to the follow –

- Pay rent until such time as a suitable tenant occupies the premises.
- Pro-rata portion of the letting fee
- All advertising costs involved
- Any GST applicable to the above

KEYS

The tenant/s hereby agree not to change any of the properties locks unless prior approved is received in writing from the owner.

The tenant also agrees to supply the agency with a copy of all new keys to the property.

BOND

Security deposits are only returned to tenant/s after the property keys have been returned to the agency and a final inspection has been carried out.

PETS

The tenant/s are not permitted to have pets at the premises. Any request to have pets at the premises must be submitted in writing by the tenant/s and approved by the landlord/s.

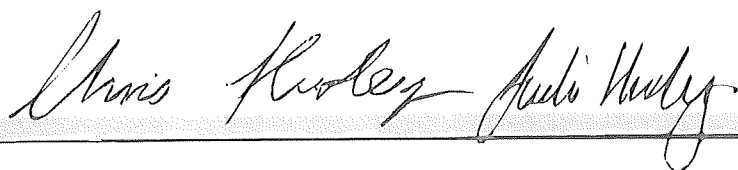
INSURANCE

The Tenant acknowledges that it is their responsibility to insure their possessions. The Tenant also acknowledges that the Landlord's insurance policy will not provide cover for such possessions.

CONDITION REPORT

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 occupation of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.

Signed by the Tenant: _____



Schedule

- Item 1: Date of Agreement: 5th day of December 2018
- Item 2: Landlord: Simon and Kerry Gibbs
C/- Ranges First National
1 Bayview Road, Belgrave Vic 3160
- Item 3: Agent: Registered Business Name: Ranges First National
1 Bayview Road, Belgrave Vic 3160
Telephone: (03) 9754 6111 Facsimile: (03) 9752 5255
- Item 4: Tenant: Christopher Hurley and Jacki Hurley
- Item 5: Premises: 32 Nobelius Street, Emerald Vic 3782
Including chattels (attach inventory if necessary)
- Item 6: Rental: \$2086.00 per calendar month payable on the 21st day of every month, always in advance.
~~From the N/A the rent will be increased to N/A per calendar month~~
- Item 7: Commencing on: 21st day of December 2018
- Item 8: Rental Payments: To Landlord/Agent at Ranges First National Real Estate
Bank: National Australia Bank
BSB: 083 125 Account Number: 298862382
Ref: 0400048340
- Item 9: Bond \$2500.00 paid to Landlord/Agent
Where there is more than one tenant the amounts they each contribute are listed here:
Name: _____ Amount: \$ _____
Name: _____ Amount: \$ _____
- Item 10: Urgent Repairs: The Landlord authorises the Agent to undertake urgent repairs in accordance with Residential Tenancies Act 1997 up to \$1,100.00
For Urgent Repairs: Telephone 03 9754 6111 Fax: 03 9752 5255

*Fixed Term Agreement:

Item 11: Term: 14 (Fourteen) Months Lease

Item 12: Commencement Date: 21st day of December 2018

Item 13: Termination Date: 20th day of February 2020

Signed by the Landlord: _____ *Joanna S. Kemp* _____ Ranges First National for and on behalf of the Landlord

In the presence of: _____ (Witness)

Signed by the Tenant: _____ *Chris Hurley Jacki Hurley* _____

In the presence of: _____ (Witness)

Note: Use of this Guarantee is subject to the provisions of Sections 37 and 38 of The Residential Tenancies Act, 1997.

Guarantee: To the within named landlord _____
I/We _____
Of _____

Hereby Guarantee the punctual performance by the within named tenant of all terms conditions and covenants contained in the above agreement. You may without affecting my/our liability under this Agreement grant time or other concession to or compromise with the Tenant and this Guarantee shall be a continuing Guarantee in all respects.

Signed, Sealed & Delivered

By the Guarantor: _____

in the presence of: _____ (Witness)

The Tenant hereby acknowledges having received a copy of a Statement of rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

Signed by the Tenant: _____ *Chris Hurley Jacki Hurley* _____

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.