

HOUSE & LAND CONVEYANCING PTY LTD

Licence No. 000185L

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Vendor's Statement to the Purchaser of Real Estate pursuant to
Section 32 of The Sale of Land Act 1962 (VIC) ("the act")

VENDOR: Andrew Carmine Lizza and Casee Marie Lizza

PROPERTY: 2 Cambridge Street Belgrave South Vic 3160

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows-

Provider	Amount (& interest if any)	Period
Yarra Ranges Shire Council rates	\$1901.00	Per year
South East Water (parks, drainage & service fees)	\$900.00 approximately	Per year

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- **None to the vendors knowledge**

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.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-
Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - **Not Applicable**
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

Description:- **As set out in copy title documents annexed hereto.**

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any

SECTION 32 STATEMENT
2 CAMBRIDGE STREET BELGRAVE SOUTH VIC 3160

easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Yarra Ranges Planning Scheme
Responsible Authority: Shire of Yarra Ranges
Zoning: Green Wedge A – Schedule 1
Planning Overlay/s: Bushfire Management

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- The Shire of Yarra Ranges proposes to amend the planning scheme (Amendment C148). The purchaser should ensure that the proposed changes do not affect their intended use of the property, otherwise **None to the Vendors knowledge** however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) **The Vendor is not aware** of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: **Not Applicable**

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):- **Not Applicable**

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
2 CAMBRIDGE STREET BELGRAVE SOUTH VIC 3160

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

DUE DILIGENCE CHECKLIST

A copy of the Due Diligence Checklist is attached.

DATE OF THIS STATEMENT



19 / 04 / 20 21

Name of the Vendor

Andrew Carmine Lizza and Casee Marie Lizza

Signature/s of the Vendor

x

SECTION 32 STATEMENT
2 CAMBRIDGE STREET BELGRAVE SOUTH VIC 3160

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

--

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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 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.

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 right.

Register Search Statement - Volume 9101 Folio 116

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

VOLUME 09101 FOLIO 116

Security no : 124089276929N

Produced 14/04/2021 02:22 PM

LAND DESCRIPTION

Lot 1 on Title Plan 185404B.
PARENT TITLE Volume 08704 Folio 482
Created by instrument F732546 12/06/1975

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ANDREW CARMINE LIZZA
CASEE MARIE LIZZA both of 2 CAMBRIDGE STREET BELGRAVE VIC 3160
AG611605J 06/07/2009

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT577420U 04/09/2020
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP185404B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 2 CAMBRIDGE STREET BELGRAVE SOUTH VIC 3160

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS
Effective from 04/09/2020

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 14/04/2021, for Order Number 67537245. Your reference: 2677 Corry/Lizza.

TITLE PLAN		EDITION 1	TP 185404B						
<p>Location of Land</p> <p>Parish: NARREE WORRAN</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment:</p> <p>Crown Portion:</p> <p>Last Plan Reference: LP17222</p> <p>Derived From: VOL 9101 FOL 116</p> <p>Depth Limitation: NIL</p>		<p>Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>							
<p>Description of Land / Easement Information</p>		<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: 12/10/1999</p> <p>VERIFIED: BC</p>							
<table><tr><th colspan="2">TABLE OF PARCEL IDENTIFIERS</th></tr><tr><td colspan="2">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</td></tr><tr><td colspan="2">PARCEL 1 = LOT 11 (PT) ON LP17222</td></tr></table>				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 11 (PT) ON LP17222	
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 11 (PT) ON LP17222									
<p>LENGTHS ARE IN METRES</p>		<p>Metres = 0.3048 x Feet</p> <p>Metres = 0.201168 x Links</p>	Sheet 1 of 1 sheets						

Planning Certificate



PROPERTY DETAILS

Property Address: 2 Cambridge Street BELGRAVE SOUTH VIC 3160

Title Particulars: Vol 9101 Fol 116

Vendor: ANDREW LIZZA, CASEE CORRY

Purchaser: N/A

Certificate No: 67537245

Date: 15/04/2021

Matter Ref: 2677 Corry/Lizza

Client: House & Land Conveyancing



MUNICIPALITY

YARRA RANGES



PLANNING SCHEME

YARRA RANGES PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

YARRA RANGES SHIRE COUNCIL



ZONE

GREEN WEDGE A ZONE - SCHEDULE 1



ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

ABUTS A ROAD ZONE - CATEGORY 1 (BELGRAVE-HALLAM ROAD)



OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: BUSHFIRE MANAGEMENT OVERLAY



PROPOSED PLANNING SCHEME AMENDMENTS

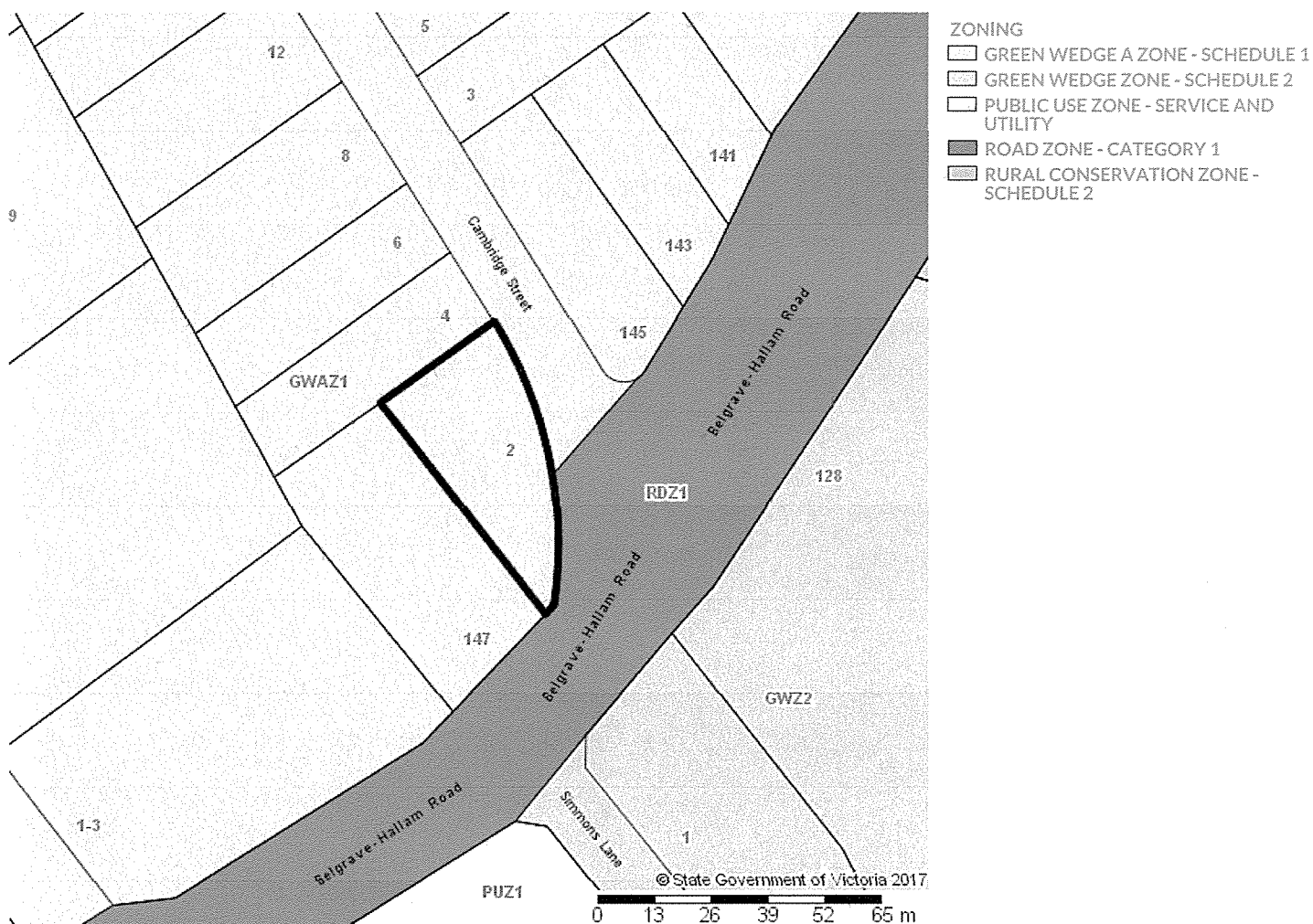
YARRA RANGES C148 PROPOSES TO INTRODUCE A COMPREHENSIVE REVISION OF THE YARRA RANGES PLANNING SCHEME;

YARRA RANGES C148 PROPOSES TO INCLUDE THE SUBJECT PROPERTY IN SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1;



ADDITIONAL INFORMATION

THE SUBJECT PROPERTY IS OUTSIDE THE URBAN GROWTH BOUNDARY



This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.

Property Report from www.land.vic.gov.au on 14 April 2021 02:13 PM

Address: 2 CAMBRIDGE STREET BELGRAVE SOUTH 3160

Lot and Plan Number: Lot 1 TP185404

Standard Parcel Identifier (SPI): 1\TP185404

Local Government (Council): YARRA RANGES Council **Property Number:** 222642

Directory Reference: Melway 84 G4

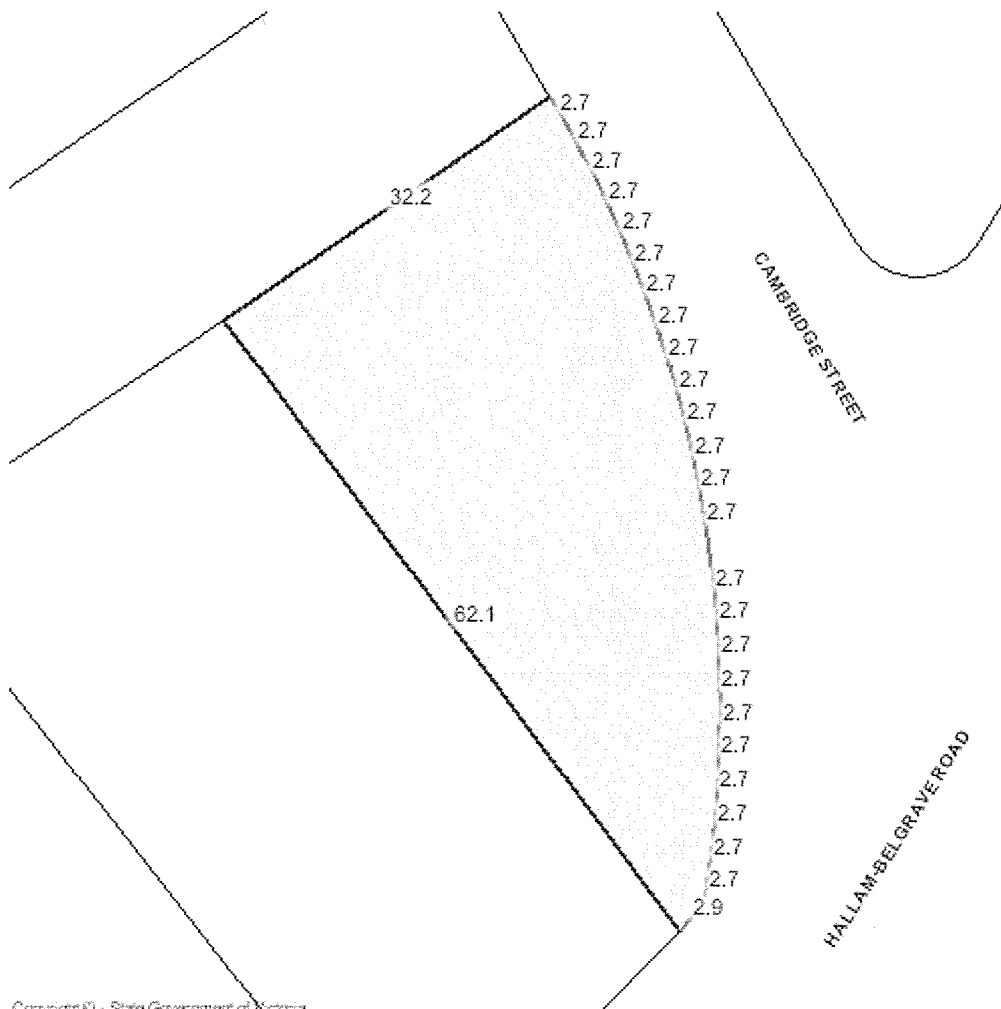
This property is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

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

Site Dimensions

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



Area: 1346 sq. m

Perimeter: 166 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.

2 dimensions shorter than 2m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

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State Electorates

Legislative Council: EASTERN VICTORIA

Legislative Assembly: MONBULK

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: South East Water

Melbourne Water: inside drainage boundary

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

Planning Zone Summary

Planning Zone: [GREEN WEDGE A ZONE \(GWAZ\)](#)

[GREEN WEDGE A ZONE - SCHEDULE 1 \(GWAZ1\)](#)

Planning Overlay: [BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)

Planning scheme data last updated on 7 April 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

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

Area Map



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SAI Global
E-mail:
property.certificates@saiglobal.com

Statement for property:
LOT 11 2 CAMBRIDGE STREET
BELGRAVE SOUTH 3160
11 LP 17222

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
59C//18902/2	67537245:102863347	16 APRIL 2021	38645666

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

Parks Victoria - Parks Service Charge	01/07/2020 to 30/06/2021	\$79.02
Melbourne Water Corporation Total Service Charges	01/04/2021 to 30/06/2021	\$14.32
Water Service Charge	01/04/2021 to 30/06/2021	\$25.53
Sewerage Service Charge	01/04/2021 to 30/06/2021	\$93.02
Subtotal Service Charges		\$211.89
Payments		\$79.02
TOTAL UNPAID BALANCE		\$132.87

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Sewer is scheduled to be constructed in the area of the property. When sewer becomes available, the property owner will be subject to a \$500.00 contribution amount under section 268 of the Water Act 1989 (Vic) to be raised at \$25.00 per quarter. The discharge of sewerage from the property is to be via a pump unit, located within the property, connected to the sewer. South East Water will be responsible for the ongoing maintenance of the pump unit and associated pipe work connecting it to sewer. The property owner will be responsible for the ongoing maintenance of pipe work from the pump unit to the building and all electricity costs.

Sewer was made available for connection on 25/07/2011. The property is not connected to sewer. South East Water strongly encourages the property owner to connect to its sewer in the interests of health and the environment as soon as possible. The property owner will be required to connect to sewer within 3 months after a Notice to Connect is issued under section 147 of the Water Act 1989.

The discharge of sewage from the property is via a Pressure Sewer System which comprises property boundary kit (non-return valve and housing), pump unit, tank and control box located within the property boundary and the property discharge line connected to the reticulated sewerage system. **SOUTH EAST WATER RESPONSIBILITY:** The ongoing maintenance of the Pressure Sewer System **PROPERTY OWNER RESPONSIBILITY:** The property owner is responsible for the ongoing maintenance of pipe work from the pressure sewer system to any building on the property and all electricity costs to operate the Pressure Sewer System.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

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.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:



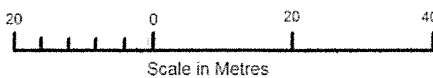
MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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



Property: Lot 11 2 CAMBRIDGE STREET BELGRAVE SOUTH 3160

Case Number: 38645666



Date: 16APRIL2021



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

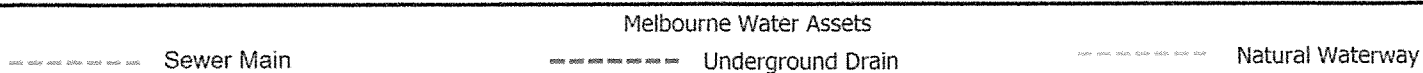
- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary

Date: 16APRIL2021

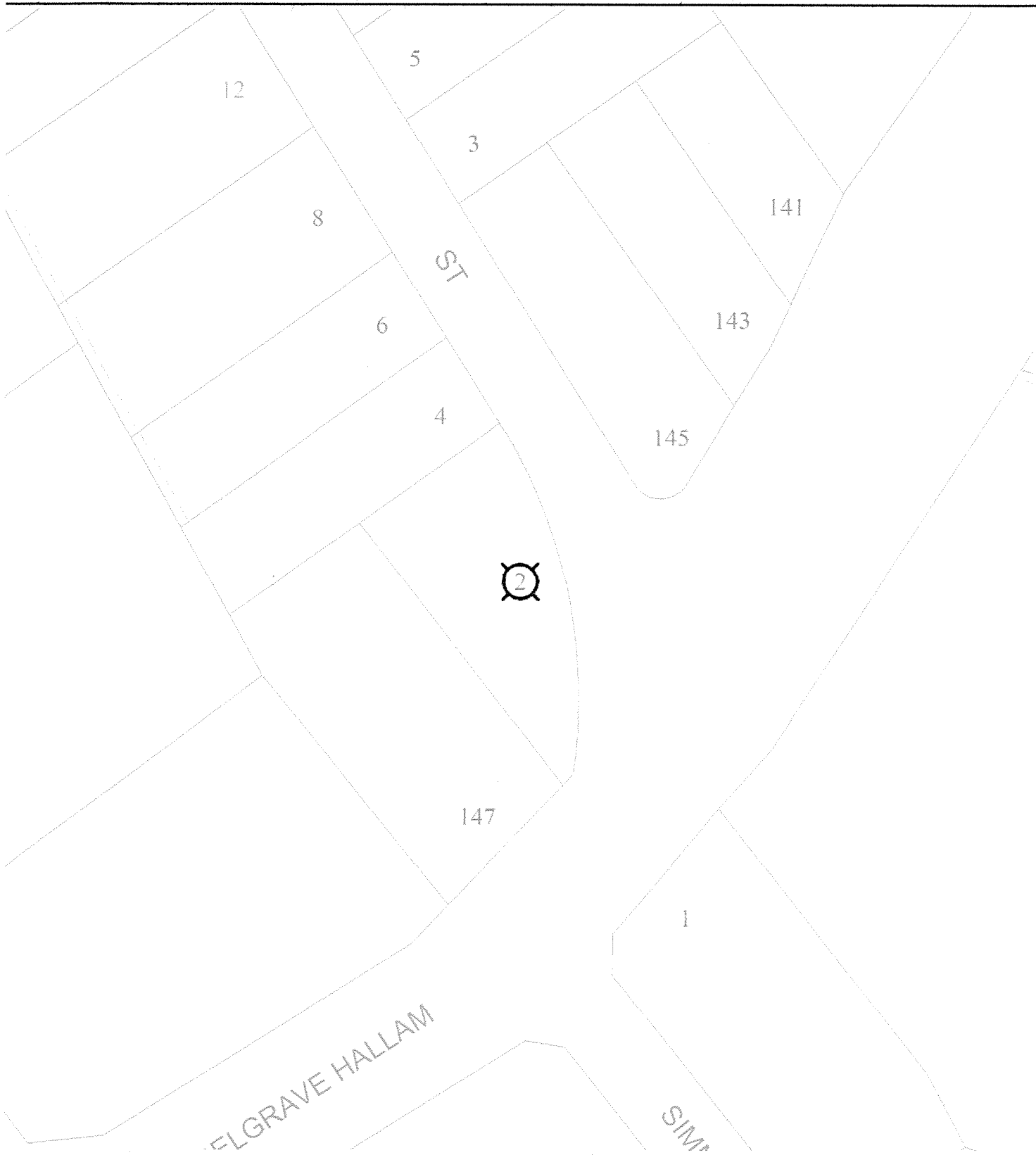




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LEGEND

Title/Road Boundary

Proposed Title/Road

Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout

~ 1.0

Offset from Boundary

**TECOMA/OLINDA REAL ESTATE
T/AS BARRY PLANT TECOMA
4, 1563-1565 BURWOOD HWY, TECOMA 3160**

PH: 9754 3004

FAX: 9754 2477

E-mail: tecomarentals@barryplant.com.au

RESIDENTIAL TENANCY AGREEMENT

BETWEEN

Casee Lizza & Andrew Lizza

AS LANDLORD/S

&

[REDACTED]

AS TENANT/S

FOR

2 Cambridge Street, Belgrave South, VIC 3160

RENTED PREMISES

23.09.17 to 22.09.18

PAGE 1 OF 5

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 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 in the Schedule **COMMENCING** in 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 PREMISES**

- (a) The **TENANT** shall make sure that care is taken to avoid damaging the 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/Agent 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 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 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 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 the Residential Tenancies Act 1997 for further rights and duties.)

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.

9. The TENANT shall pay all charges in respect of the re-connection and consumption of electricity, water, 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 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.
12. The TENANT shall indemnify the LANDLORD for any loss or damage caused by the failure to ensure that care is taken to avoid damaging the rented premises by the TENANT or anyone on the premises with the consent of the TENANT. Without limiting the generality of the foregoing, the TENANT shall indemnify the LANDLORD for the cost of repairs to plumbing blockages caused by the negligence or misuse of the TENANT.
13. The TENANT shall 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 TENANTS 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-you-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 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 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 LANDLORDS 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 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 this Agreement.
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 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.
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 regularly maintain the garden area, mow the lawn, maintain the garden beds, trees, and shrubs. The TENANT will remove all garden rubbish from the property.

- CB 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 the termination date that is not earlier than 28 days after the day on which the TENANT gives notice.
- CB 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 the 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.
- CB 34. The TENANT agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property including common property. The TENANT also agrees to be fully responsible for the removal of any motor cycle, car, boat spare parts or bodies or any other equipment used to fully reinstate the premises or the land on which it is situated to their original condition forthwith.
- CB 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 1 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)

SPECIAL CONDITIONS

- CB 1. The TENANT agreed that all plants in pots are to be placed in suitable non-porous containers, raised at least 20 centimetres above the floor/deck.
The TENANT agrees to place candles in a suitable receptacle so that wax does not damage flooring or walls.
If damage to the property is caused due to the TENANT not taking due care, the TENANT shall rectify the damage in a Tradesman like manner, at the TENANT'S expense.
- CB 2. Should the TENANT find it essential to vacate the premises prior to expiration of the tenancy agreement the tenant shall:
- (a) Immediately notify the agent in WRITING at their earliest convenience.
 - (b) Continue to pay rent in accordance with the TENANCY AGREEMENT until the LEASE EXPIRY or another Suitable TENANT either commences a new TENANCY or an ASSIGNMENT of the current TENANCY AGREEMENT commences.
 - (c) Pay to the AGENT costs incurred by the LANDLORD as follows:
 - (1) Letting Fee (Pro Rata) 5% in accordance with Residential Tenancies Act 1987.
 - (2) All Advertising costs incurred to advertise the property: \$50.00 Board, \$161.00 Internet, \$13.98 per tenant for National Tenancy Data Base Checks & \$82.50 Photography.
- CB 3. The TENANT acknowledges that the appliances supplied in the premises are part of the property being leased and any repairs necessary due to the TENANT's MISUSE will be at the TENANT's expense, and the items will be left in working order at the expiration of the tenancy.
- CB 4. The TENANT agrees it is his obligation to inform the Managing AGENT in writing of any repairs required for any of the above items before any repairs are carried out.
- CB 5. The TENANT agrees that should the premises not be left in a clean and re-lettable condition upon vacating, the cost of cleaning is to be deducted from his security deposit.
- CB 6. The TENANT agrees to pay all bank charges due to dishonoured rental cheques and agrees to pay any further rental by cash or bank cheques no further personal cheques will be accepted.
- CB 7. The TENANT agrees that the premises will be the place of residence for 1 adult/s and 0 children only.
- CB 8. The TENANT agrees to park only in that space, carport or garage allotted to this tenancy and not to park or cause to be parked in any manner which will cause inconvenience to any other resident or on lawn areas including nature strips. Parking allotted is for registered vehicles only and no abandoned, disused, un-roadworthy or unregistered vehicle will be allowed.
- CB 9. In the event of any infectious disease, vermin, fleas, insects or rodents affecting the property and not attributed directly to the surroundings or as a result of an order by the Health Department or relevant authority, the TENANT agrees to rectify and indemnify the LANDLORD/AGENT against any costs incurred.
- CB 10. The LANDLORD shall not be obliged to re-instate the premises in the event that the premises are totally destroyed or to such an extent as to be rendered unsafe for habitation.
- CB 11. The TENANT agrees to have the carpets professionally cleaned at his/her expense at the expiration of the tenancy and to supply receipts as proof.
- CB 12. I hereby acknowledge that I was given a copy of Rights and Responsibilities and a copy of the Condition Report applicable to the tenancy when signing the Residential Tenancy Agreement.
- CB 13. The TENANT agrees to abide by all rules and regulations as set down by the Body Corporate if applicable.
- CB 14. The TENANT acknowledges that rental payments are to be paid by direct debit with Rentpay.
- CB 15. The TENANT agrees not to smoke any tobacco products inside the property this is to be done outside and all butts are to be put in a suitable receptacle.

SIGNED X 
SIGNED X _____

SIGNED _____
WITNESSED  _____

SCHEDULE

Item 1: DATE OF AGREEMENT 18th Day of August, 2017

Item 2: LANDLORD: Name: Casee Lizza & Andrew Lizza
ACN if Landlord is a Company Address: C/- 4, 1563-1565 BURWOOD HWY, TECOMA 3160

Item 3: AGENT: Registered Business Name: BARRY PLANT TECOMA
ACN if Agent is a Company Address: 4, 1563-1565 BURWOOD HWY, TECOMA 3160
Telephone: 9754 3004 Facsimile: 9754 2477

Item 4: TENANT (1): Name: [REDACTED]
ACN if tenant is a Company Address: [REDACTED]

TENANT (2): Name: [REDACTED]
Address: [REDACTED]

TENANT (3): Name: [REDACTED]
Address: [REDACTED]

Item 5: PREMISES: 2 Cambridge Street, Belgrave South, VIC 3160
Including chattels (attach inventory if necessary)

Item 6: RENTAL: \$1,430.00 per CALENDAR MONTH
payable on the 23rd day of every MONTH
There will be a rent increase to \$__ per calendar month

Item 7: COMMENCING ON: day of

Item 8: RENTAL PAYMENTS TO: RENT PAY

Item 9: BOND \$1,430.00

Item 10: Urgent Repairs: The landlord *authorises the Agent* to undertake urgent repairs up to \$3,000.00.
Telephone number for urgent repairs: 9754 3004

*Fixed Term Agreement

Item 11: TERM: 12 MONTHS

Item 12: COMMENCEMENT DATE: 23rd day of September, 2017

Item 13: TERMINATION DATE: 2nd day of September, 2018

*PERIODIC TENANCY

Item 14: COMMENCEMENT DATE: day of

SIGNED by the Landlord/Agent

in the presence of:

_____ (Witness)
_____ (Witness)

SIGNED by the Tenant/s

in the presence of:

X _____ X _____ (Witness)

NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTION 37 AND SECTION 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 the 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 by the Guarantor

in the presence of

The TENANT hereby acknowledges having received a copy of Renting - Your Rights and Responsibilities, 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 _____ X _____ (TENANT/S)