

BUY & SELL CONVEYANCING SERVICES

Phone: 5968 6431
Fax: 8738 1546

PO BOX 223 EMERALD 3782
DX 16003 BELGRAVE

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.

175 Macclesfield Road, Monbulk VIC 3782

Vendor's name

Neil Kenneth Sherry

Date
7 / 7 / 18

Vendor's signature



Vendor's name

Helen Lorraine Harris

Date
7 / 7 / 18

Vendor'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.

Yarra Ranges Council
Yarra Valley Water
State Revenue Office (Land Tax) – if applicable

(a) Their total does not exceed:

\$5,000.00

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

As contained in the attached copy documents (if applicable)

The Purchaser 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")

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 checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input 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

Take and Use Water Licence

Works Licence WLE 030955

Lease with Michael Allen (Nood Blooms Pty Ltd) for use of glasshouse and igloos from 20 October, 2018 to 20 October, 2020.

From www.planning.vic.gov.au on 12 June 2019 11:55 AM

PROPERTY DETAILS

Address: 175 MACCLESFIELD ROAD MONBULK 3793
Lot and Plan Number: Lot 1 TP162120
Standard Parcel Identifier (SPI): 1\TP162120
Local Government Area (Council): YARRA RANGES
Council Property Number: 180360
Planning Scheme: Yarra Ranges
Directory Reference: Melway 123 E9

www.yarraranges.vic.gov.au

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

UTILITIES

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

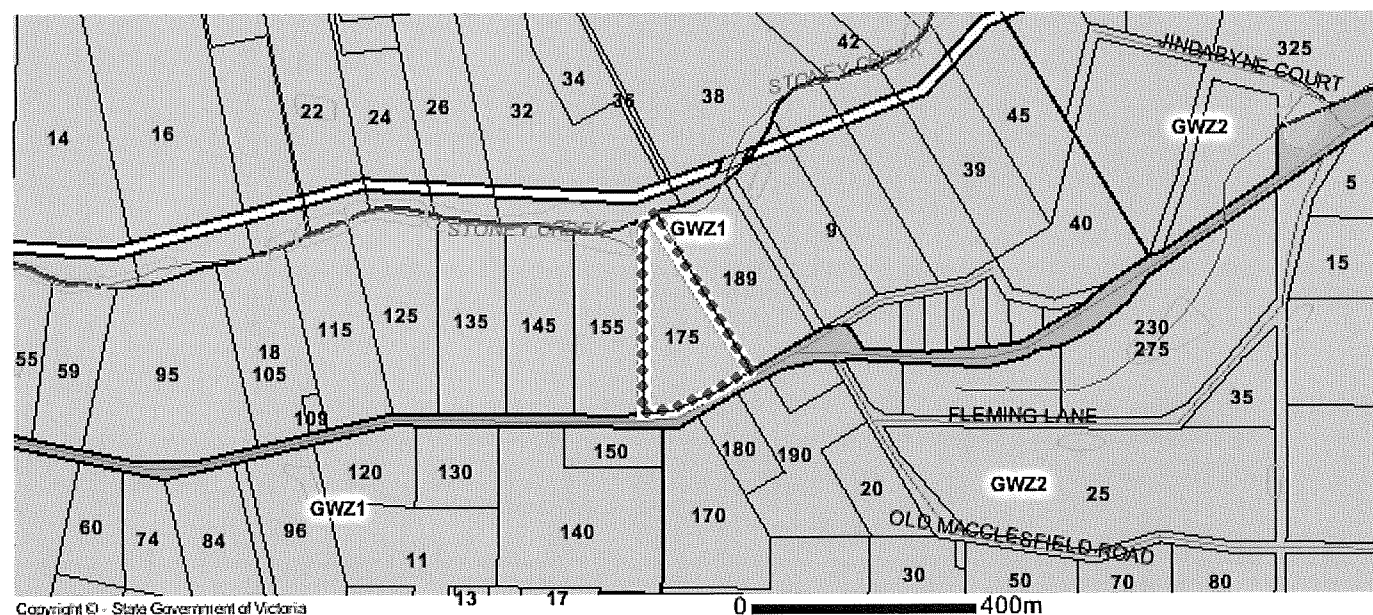
STATE ELECTORATES

Legislative Council: EASTERN VICTORIA
Legislative Assembly: MONBULK

Planning Zones

GREEN WEDGE ZONE (GWZ)

GREEN WEDGE ZONE - SCHEDULE 1 (GWZ1)



Copyright © - State Government of Victoria

GWZ - Green Wedge

PUZ1 - Public Use - Service & Utility

RDZ2 - Road - Category 2

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

Copyright © - State Government of Victoria

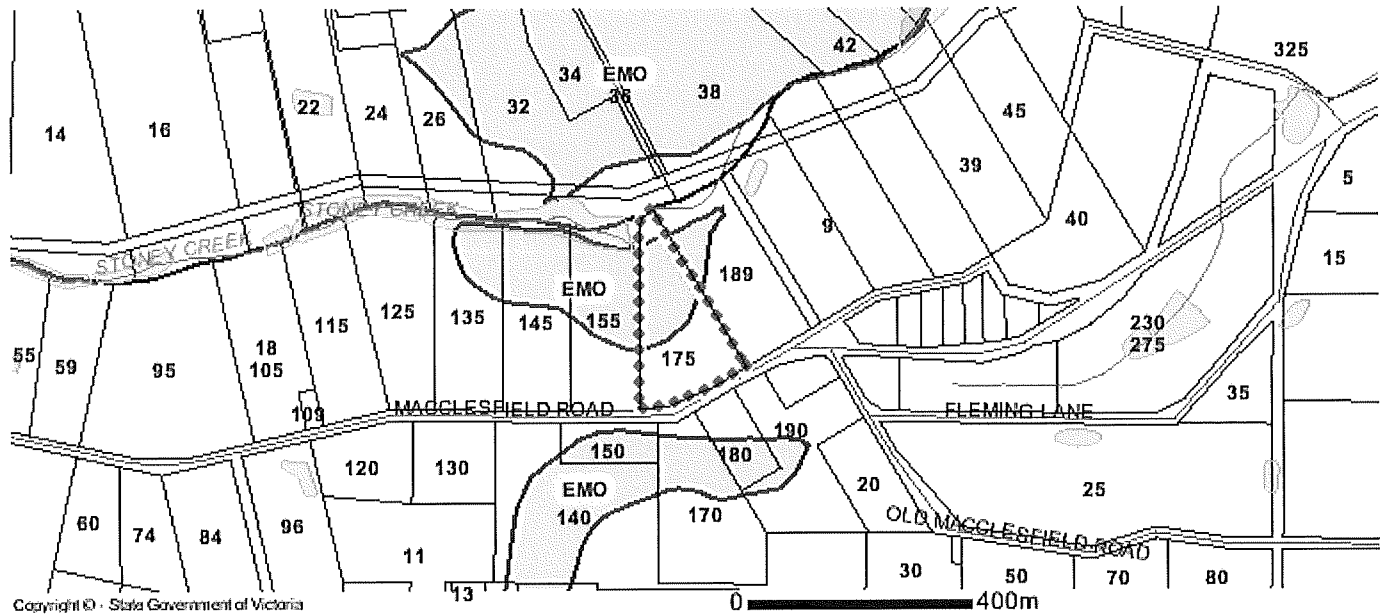
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer


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

Planning Overlays

EROSION MANAGEMENT OVERLAY (EMO)

EROSION MANAGEMENT OVERLAY SCHEDULE (EMO)

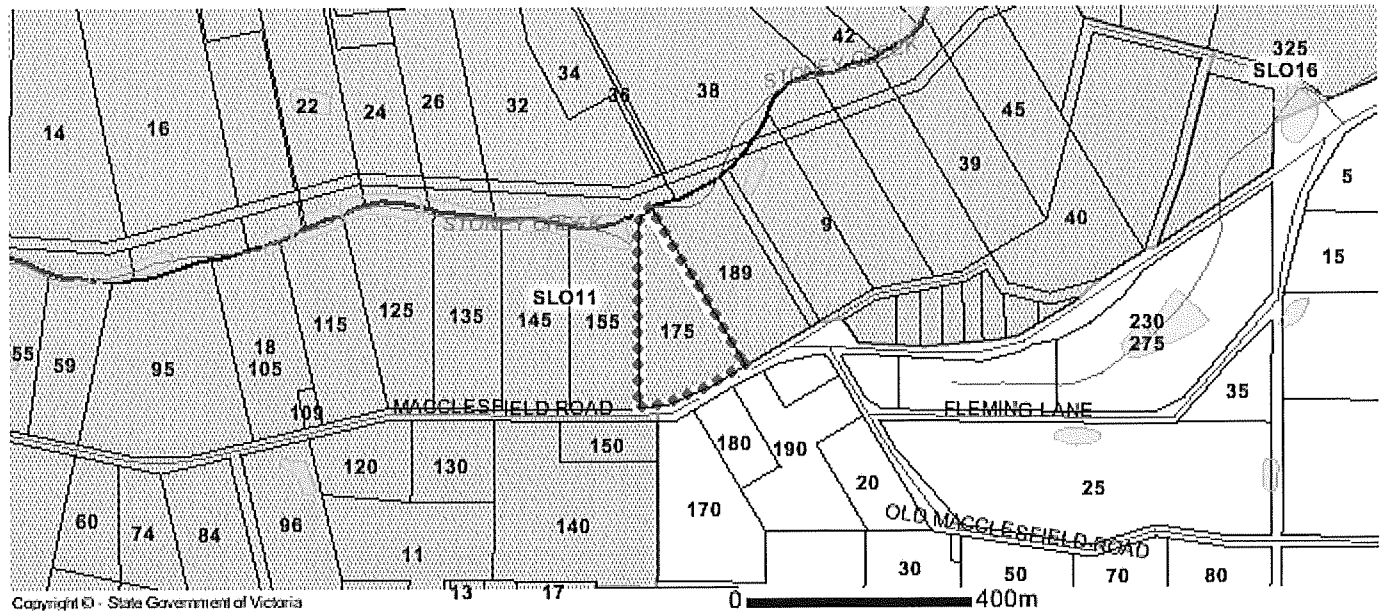


 EMO - Erosion Management

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 11 (SLO11)



 SLO - Significant Landscape

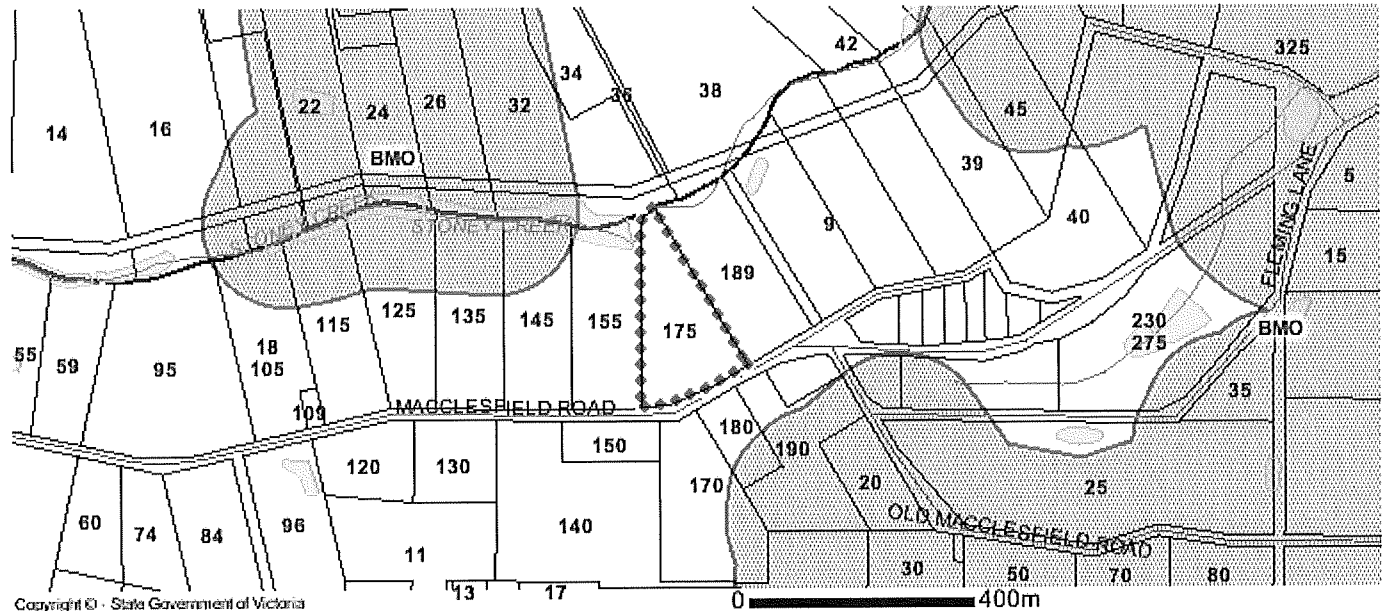
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.


Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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.

Areas of Aboriginal Cultural Heritage Sensitivity

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

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

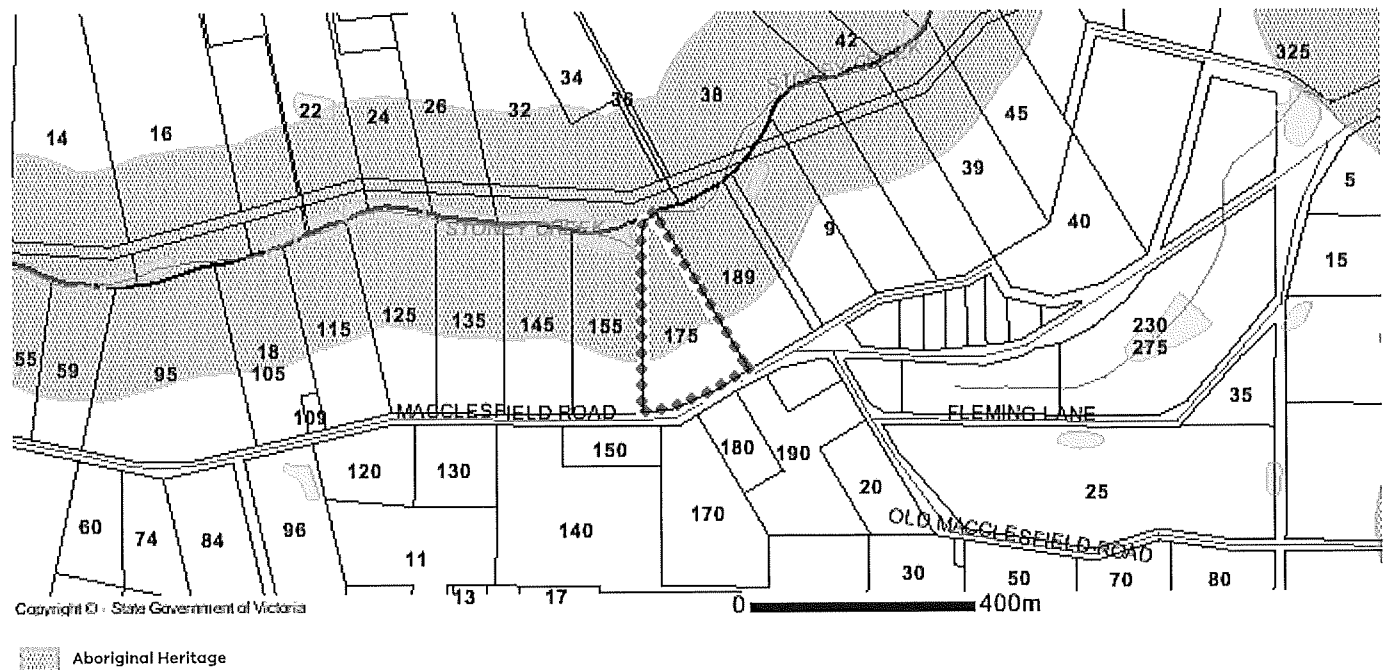
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



Further Planning Information

Planning scheme data last updated on 5 June 2019.

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 affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

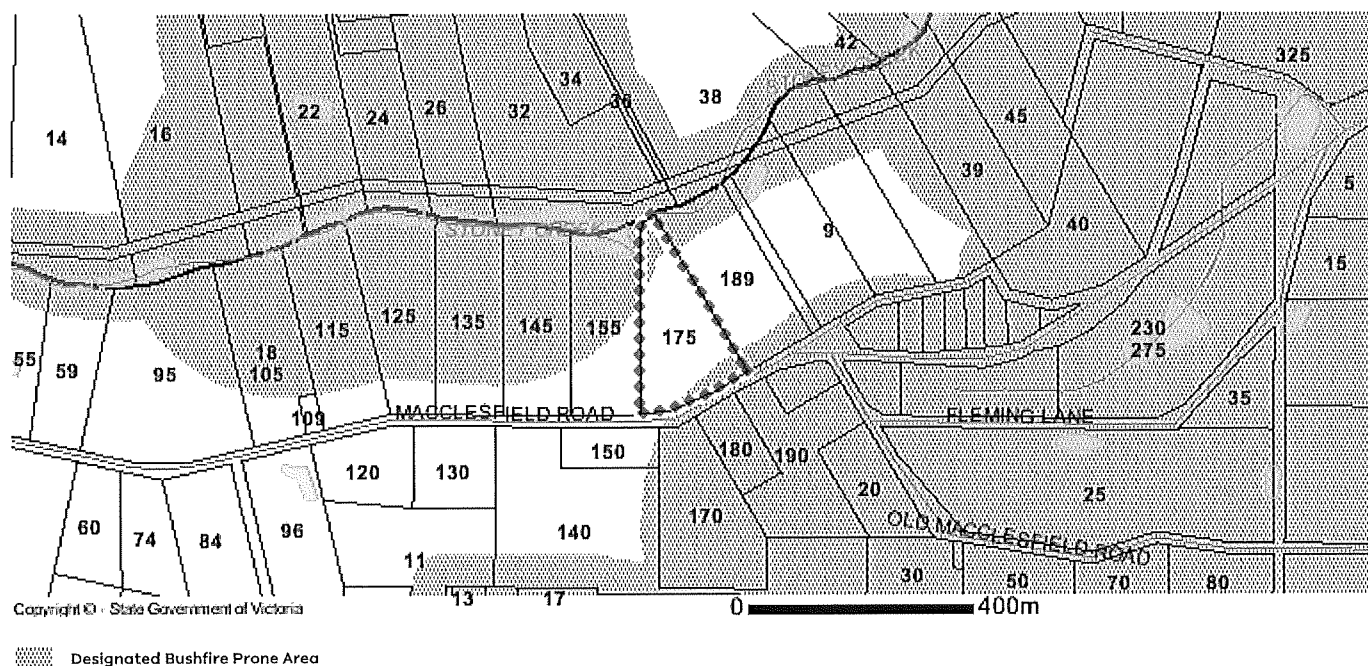
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

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

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

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

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

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



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

Page 1 of 1

VOLUME 09181 FOLIO 898

Security no : 124077886163F
Produced 12/06/2019 11:58 AM

LAND DESCRIPTION

Lot 1 on Title Plan 162120V.
PARENT TITLE Volume 04759 Folio 663
Created by instrument G403414 17/11/1976

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
NEIL KENNETH SHERRY
HELEN LORRAINE HARRIS both of 175 MACCLESFIELD ROAD MONBULK VIC 3793
AM267411L 21/10/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM267412J 21/10/2015
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 TP162120V 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: 175 MACCLESFIELD ROAD MONBULK VIC 3793

ADMINISTRATIVE NOTICES

AQ460914V NOMINATION TO PAPER INST. 18/11/2017
eCT Nominated to Discharge of Mortgage TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS
Effective from 22/10/2016

DOCUMENT END

12th June 2019

Buy & Sell Conveyancing Services

Dear Buy & Sell Conveyancing Services,

RE: Application for Water Information Statement

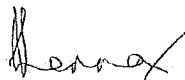
Property Address:	175 MACCLESFIELD ROAD MONBULK 3793
Applicant	Buy & Sell Conveyancing Services
Information Statement	30469106
Conveyancing Account Number	5757504575
Your Reference	Harris Sherry

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 Encumbrance Statement
- Melbourne Water Encumbrance 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 Encumbrance

Property Address	175 MACCLESFIELD ROAD MONBULK 3793
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE 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.

Melbourne Water Encumbrance

Property Address	175 MACCLESFIELD ROAD MONBULK 3793
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

The ____ forms the property's ____ title boundary. Melbourne Water has responsibility for the management and control of the bed and banks of this waterway to the extent necessary to carry out its functions under the Water Act 1989. For further information contact Melbourne Water on 9679 7517.

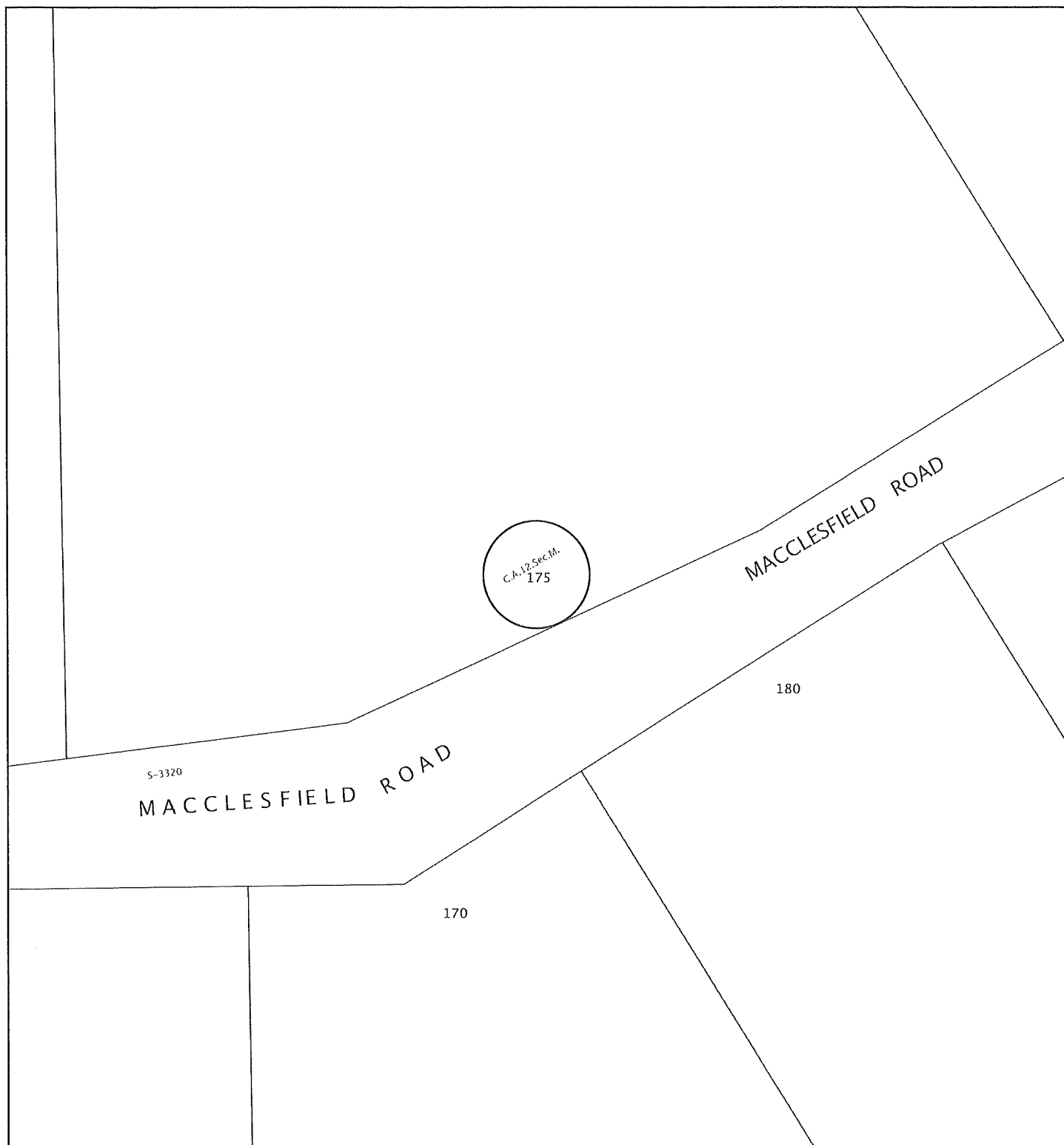
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 9679 7517.

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: 30469106**

Address	175 MACCLESFIELD ROAD MONBULK 3793
Date	12/06/2019
Scale	1:1000



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

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

RATES CERTIFICATE

Account No: 7654783648
Rate Certificate No: 30469106

Date of Issue: 12/06/2019
Your Ref: Harris Sherry

With reference to your request for details regarding:

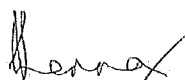
Property Address	Lot & Plan	Property Number	Property Type
175 MACCLESFIELD RD, MONBULK VIC 3793	1\TP162120	1404571	Residential

Agreement Type	Period	Charges	Outstanding
Drainage Fee	01-04-2019 to 30-06-2019	\$13.81	\$13.81
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$201.55
Total for This Property			\$215.36
Total Due			\$215.36

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. 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.
3. 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.
4. 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.
5. 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 01/07/2017, Residential Water Usage is billed using the following step pricing system: 264.36 cents per kilolitre for the first 44 kilolitres; 310.58 cents per kilolitre for 44-88 kilolitres and 461.93 cents per kilolitre for anything more than 88 kilolitres

9. From 01/07/2017, Residential Recycled Water Usage is billed 231.91 cents per kilolitre

10. From 01/07/2017, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre

11. From 01/07/2017, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre



YARRA VALLEY WATER
ABN 93 056 902 501

Lucknow Street
Mitham Victoria 3132

Private Bag 1
Mitham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1404571

Address: 175 MACCLESFIELD RD, MONBULK VIC 3793

Water Information Statement Number: 30469106

HOW TO PAY



Bill Code: 344366
Ref: 76547836486



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: 1404571

Address: 175 MACCLESFIELD RD, MONBULK VIC 3793

Water Information Statement Number: 30469106

Cheque Amount: \$

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au

COPY OF RECORD IN THE VICTORIAN WATER REGISTER

TAKE AND USE LICENCE

under Section 51 of the Water Act 1989

The information in this copy of record is as recorded at the time of printing. Current information should be obtained by a search of the register. The State of Victoria does not warrant the accuracy or completeness of this information and accepts no responsibility for any subsequent release, publication or reproduction of this information.

This licence does not remove the need to apply for any authorisation or permission necessary under any other Act of Parliament with respect to anything authorised by the take and use licence.

Water used under this entitlement is not fit for any use that may involve human consumption, directly or indirectly, without first being properly treated.

The Authority does not guarantee, by the granting of the licence, that the licensee will obtain any specific quantity or quality of water. The Authority is not liable for any loss or damage suffered by the licensee as a result of the quantity of water being insufficient or the quality of the water being unsuitable for use by the licensee at any particular time or for any particular purpose.

This take and use licence entitles its holders to take and use water as set out under the licence description, subject to the conditions that are specified.

Licence Holder(s)

HELEN LORRAINE HARRIS of P O BOX 196 MONBULK VIC 3793

Licence Contact Details

HL HARRIS

P O BOX 196
MONBULK VIC 3793
AU

Licence Description

Expiry date	30 Jun 2019
Status	Active
Authority	Melbourne Water
Name of waterway, aquifer or works	Stoney Creek
Water system type	Unregulated waterway, spring or run-off
River basin or groundwater unit	Yarra
Licence volume	6.0 megalitres
Licence volume adjusted for temporary trade	6.0 megalitres
Method of taking	Extraction from an on-waterway dam
Period during which water can be taken	Water may only be harvested into the on-waterway dam from 01 Jul - 30 Nov inclusive
Use of water	Irrigation - as well as domestic and stock use, dairy use, and general non-irrigation farm use
Trading Zone	Woori Yallock Creek

Licence Volume Details

Licence volume	6.0 megalitres
Licence volume adjusted for temporary trade	6.0 megalitres
Temporary volume transaction details	
<i>Approval date</i>	<i>Volume traded (ML)</i>
Nil	
<i>Expiry date</i>	

Extraction Point Details

<i>Easting</i>	<i>Northing</i>	<i>Zone MGA</i>	<i>Location description</i>
362892	5808739		Nil

Land on which the Water is to be Used

Land description
Volume 9181 Folio 898
Lot 1 of Plan TP162120V

Property address
175 Macclesfield Road, MONBULK, VIC 3793

Maximum area to be irrigated 2.00 hectares

Related Instruments

Related entitlements	Nil
Related works licences	WLE030955
Other related entities	Nil

Application History

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
PTA042311	Address amendment	Recorded			29 Nov 2016
BER039210	Modify	Approved	21 Jul 2017	21 Jul 2017	
BET008064	Transfer	Approved	27 Jul 2015	28 Jul 2015	
BET008045	Transfer	Refused	23 Jul 2015		
BER019872	Modify	Approved	30 Jun 2014	20 Aug 2014	
BER015813	Modify	Approved	16 Oct 2013	16 Oct 2013	
BER013209	Modify	Approved	19 Feb 2013	19 Feb 2013	
BER004178	Modify	Approved	19 Oct 2010	19 Oct 2010	
BEI470400	Issue	Approved	29 Aug 2009	29 Aug 2009	

Conditions

This take and use licence is subject to the following conditions:

Method of taking

- 1 Water may only be taken under this licence if it is taken by the method specified in this licence.
- 2 The licence holder must at all times provide the Authority with safe access to inspect all works and appliances used to take water under this licence.

Take location

- 3 Water may only be taken under this licence if it is taken at the location specified in the licence under "extraction point details".

Take volume and rate

- 4 The volume of water taken under this licence in the period during which water may be taken must not exceed the licence volume, less any volume that has been temporarily transferred to another person or location, and the volume of water taken will be measured as the volume taken out of the dam between 1 July and 30 June.
- 5 The maximum volume that may be taken under this licence in any one day is 0.12 megalitres per day.

Temporary transfers to the licence holder

- 6 If there has been a temporary transfer of another licence to take water at the location, and use water on the land, specified in this licence:
 - a) the extra volume of water taken must not exceed the volume transferred, and
 - b) all the conditions of this licence apply to the taking and using of water consequential to the transfer.

Take period

- 7 Unless otherwise directed by the Authority, water may only be harvested into the on-waterway dam during the period 1 July - 30 Nov (Winter Fill); at all other times, the entire stream flow must be passed downstream of the dam.

Passing flows

- 8 The licence holder must, at all times that there is natural inflow into the on-waterway storage, maintain a flow in the waterway downstream of the storage, to the satisfaction of the Authority.
- 9 Bypass mechanisms must be installed and maintained in good working order to ensure that outside the take period, none of the natural flow in the waterway is harvested into the dam.

Rosters and restrictions

- 10 The Licensee must not take any water from a waterway when the seven day rolling average stream flow at Yellingbo gauging station (Site ID 229679) is:
 - a) 34.0 ML per day or less, at any time between 1 December and 31 May in the following year; or
 - b) 105.0 ML per day or less, at any time between 1 July and 31 October in any year; or
 - c) 50.0 ML per day or less, at any time in the months of June and November.
- 11 The Licensee must not take water, except in accordance with any rostering or other arrangements set out in the Melbourne Water Drought Response Plan for Licensed Water users, when the seven day rolling average stream flow at Yellingbo gauging station (Site ID 229679) is:
 - a) 50.0 ML per day or less, at any time between 1 December and 31 May in any year; or
 - b) 120.0 ML per day or less, at any time between 1 July and 31 October in any year; or
 - c) 85.0 ML per day or less, at any time in the months of June and November.
- 12 The Licensee must in order to determine their entitlement to take water from a waterway, check the restriction or ban status within their catchment before taking water under their licence, either by calling 131 722 or at the website www.melbournewater.com.au/diverter's.

- 13 The licence holder must comply with any roster or restriction prepared and implemented by Melbourne Water as set out in the Melbourne Water Drought Response Plan for Licensed Water Users.

Metering of water taken and used

- 14 Water may only be taken under this licence if it is taken through a meter approved by the Authority.
- 15 Meters must be installed, in accordance with the specifications set by the Authority, at the licence holder's expense.
- 16 Meters used for the purpose of this licence are deemed to be the property of the Authority.
- 17 The licence holder must at all times provide the Authority with safe access to meters for the purpose of reading, calibration or maintenance.
- 18 The licence holder must notify the Authority within one business day if the meter ceases to function or operate properly.
- 19 The licence holder must, if required by the Authority, keep an accurate record of the quantity of water taken under this licence and allow the Authority to inspect this record at all reasonable times, and provide a copy of the record when requested.
- 20 The licence holder must not, without the consent of the Authority, interfere with, disconnect or remove any meter used for the purposes of the licence.
- 21 The Authority may, if it deems necessary, make an estimate of the total volume of water taken under this licence.

Use of water

- 22 Water taken under this licence may only be used on the land, and for the purposes, specified in the licence.
- 23 The licence holder must at all times provide the Authority with safe access to inspect the land on which water is licensed to be used.
- 24 The maximum area that may be irrigated in any 12 month period from 1 July to 30 June is 2.00 hectares.

Operation and maintenance

- 25 The licence holder must keep all works, appliances and dams associated with this licence, including outlet pipes and valves, in a safe and operable condition, and free from obstacles and vegetation that might hinder access to works.

Preventing pollution

- 26 The licence holder must construct and maintain bund walls around any hydrocarbon-fuel-driven engine, motor, fuel storage, or chemical storage used in connection with this licence, in accordance with the timeframe, specifications, guidelines and standards prescribed by the Authority.

Managing groundwater infiltration

- 27 The maximum volume of water that may be applied to the land referred to in the licence in any 12-month period from 1 July to 30 June is the annual use limit which is equal to the licence volume, or if the annual use limit is adjusted by the Authority on account of seasonal conditions this adjusted annual use limit.

Managing drainage disposal

- 28 Where water use results in drainage from the land specified in the licence, that drainage water must be disposed in ways that meet with the standards, terms and conditions adopted from time to time by the Authority.

Fees and charges

- 29 The licence holder must, when requested by the Authority, pay all fees, costs and other charges under the Water Act 1989 in respect of this licence.

END OF COPY OF RECORD

COPY OF RECORD IN THE VICTORIAN WATER REGISTER

LICENCE TO OPERATE WORKS

under Section 67 of the Water Act 1989

The information in this copy of record is as recorded at the time of printing. Current information should be obtained by a search of the register. The State of Victoria does not warrant the accuracy or completeness of this information and accepts no responsibility for any subsequent release, publication or reproduction of this information.

This licence does not remove the need to apply for any authorisation or permission necessary under any other Act of Parliament with respect to anything authorised by the works licence.

Water used under this licence is not fit for any use that may involve human consumption, directly or indirectly, without first being properly treated.

This licence is not to be interpreted as an endorsement of the design and/or construction of any works (including dams). The Authority does not accept any responsibility or liability for any suits or actions arising from injury, loss, damage or death to person or property which may arise from the maintenance, existence or use of the works.

Each person named as a licence holder is responsible for ensuring all the conditions of this licence are complied with.

This licence authorises its holders to operate the described works, subject to the conditions.

Licence Holder(s)

HELEN LORRAINE HARRIS of P O BOX 196 MONBULK VIC 3793

Licence Contact Details

HL HARRIS

P O BOX 196
MONBULK VIC 3793
AU

Licence Details

Expiry date	30 Jun 2016
Status	Active
Authority	Melbourne Water
Name of waterway or aquifer	Stoney Creek
Water system	Yarra

Summary of Licensed Works

The details in this section are a summary only. They are subject to the conditions specified in this licence.

Works ID	Works type	Use of water
WRK030738	Dam	Irrigation
WRK031434	Pump	Irrigation

Description of Licensed Works

WORKS ID WRK030738

Works type	Dam
Works subtype	On stream storage
Dam capacity	5.00 megalitres
Dam wall height	9.000 metres
Dam surface area	1012.000 square metres

Extraction Details

Use of water	Irrigation - as well as domestic and stock use, dairy use, and general non-irrigation farm use
--------------	--

Works location

<i>Easting</i>	<i>Northing</i>	<i>Zone MGA</i>
362892	5808739	Zone 55

Land description

Volume 9181 Folio 898
Lot 1 of Plan TP162120V

Property address

175 Macclesfield Road, MONBULK, VIC 3793

Description of Licensed Works

WORKS ID WRK031434

Works type	Pump
Works subtype	Fixed
Manufacturer	Southern Cross
Model	M75869
Serial	6168/101
Impeller diameter	80 millimetres
Size	32x78x76
Suction pipe size	80 millimetres
Delivery pipe size	80 millimetres
Prime mover type	Electric
Output power	25.00 hp

Extraction Details

Service point/s	SP070632 03PFC00698
Maximum daily volume	0.300 megalitres (The volume authorised to be extracted via the works)
Maximum annual volume	6.000 megalitres
Use of water	Irrigation - as well as domestic and stock use, dairy use, and general non-irrigation farm use

Works location

<i>Easting</i>	<i>Northing</i>	<i>Zone MGA</i>
362780	580855	Zone 55

Land description

Volume 9181 Folio 898
Lot 1 of Plan TP162120V

Property address

175 Macclesfield Road, MONBULK, VIC 3793

Related Instruments

Related entitlements BEE020377

Related water-use entities Nil

Application History

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
PTA042311	Address amendment	Recorded			29 Nov 2016
WLV701507	Modify	Approved	27 Jul 2015	28 Jul 2015	
WLV701491	Modify	Refused	23 Jul 2015		
WLI549364	Issue	Approved	29 Aug 2009	29 Aug 2009	

Conditions

Licence WLE030955 is subject to the following conditions:

Preventing pollution

- 1 Water must not be taken through the works if the Authority reasonably believes fuel, or lubricant, or any other matter used in connection with works and appliances associated with this licence, is at risk of contaminating a waterway, or aquifer, or the riparian or riverine environment.
- 2 The licence holder must construct and maintain bund walls around any hydrocarbon-fuel-driven engine, motor, fuel storage, or chemical storage used in connection with this licence, in accordance with the timeframe, specifications, guidelines and standards prescribed by the Authority.
- 3 Water must not be taken through the works associated with the dam if the Authority reasonably believes fuel, or lubricant, or any other matter used in connection with works and appliances associated with this licence, is at risk of being spilled into a waterway, or aquifer, or into the riparian or riverine environment.

Method of taking

- 4 The licence holder must at all times provide the Authority with safe access to inspect all works and appliances used to take water under this licence.

Take volume and rate

- 5 The maximum volume that may be taken under this licence in any one day is 0.6 megalitres per day.

Passing flows

- 6 The licence holder must, at all times that there is natural inflow into the on-waterway storage, maintain a flow in the waterway downstream of the storage, to the satisfaction of the Authority.
- 7 Bypass mechanisms must be installed and maintained in good working order to ensure that no run-off is harvested outside the take period.
- 8 Bypass mechanisms must be installed and maintained in good working order to ensure that outside the take period, none of the natural flow in the waterway is harvested into the dam.

Rosters and restrictions

- 9 Unless otherwise directed by the Authority, water must be taken in accordance with the rosters and restrictions as set out in the management plan, local water management rules or other document that is available on the Authority's website or at the Authority's main office, and before taking water under this licence the licence holder must check the restrictions that currently apply.

Metering of water taken and used

- 10 Water may only be taken under this licence if it is taken through a meter approved by the Authority.
- 11 Meters must be installed, in accordance with the specifications set by the Authority, at the licence holder's expense.
- 12 Meters used for the purpose of this licence are deemed to be the property of the Authority.
- 13 Meters used for the purpose of this licence are deemed to be the property of the Authority.
- 14 The works referred to in the licence must not be made operational until the licence holder provides the Authority with safe access to meters for the purpose of reading, calibration or maintenance.
- 15 The licence holder must at all times provide the Authority with safe access to meters for the purpose of reading, calibration or maintenance.
- 16 The licence holder must notify the Authority within one business day if the meter ceases to function or operate properly.
- 17 The licence holder must, if required by the Authority, keep an accurate record of the quantity of

water taken under this licence and allow the Authority to inspect this record at all reasonable times, and provide a copy of the record when requested.

- 18 The licence holder must not, without the consent of the Authority, interfere with, disconnect or remove any meter used for the purposes of the licence.
- 19 The Authority may, if it deems necessary, make an estimate of the total volume of water taken under this licence.

Protecting other water users

- 20 Water may only be taken under this licence if the maximum volume taken in any one day is no more than 0.6 megalitres per day.

Operation and maintenance

- 21 Water may only be taken through the works at the specified location.
- 22 The licence holder must keep all works, appliances and dams associated with this licence, including outlet pipes and valves, in a safe and operable condition, and free from obstacles and vegetation that might hinder access to works.
- 23 Water may only be taken through the works if the works are sited, constructed, operated and maintained to the satisfaction of the Authority.
- 24 Works must not be altered, removed or decommissioned without a licence that authorises alteration, removal or decommissioning.

Protecting biodiversity

- 25 Water must not be taken through the works if the Authority reasonably believes that the taking of water, through the works and appliances associated with this licence, is at risk of causing damage to the environment.
- 26 The licence holder must, if required by the Authority, remedy any damage to the environment that in the opinion of the Authority is a result of the installation, operation or maintenance of the works.
- 27 Matter must not be disposed of through the works if the Authority reasonably believes that such disposal will have a detrimental impact on the beneficial use of surrounding groundwater, land and surface water.

Fees and charges

- 28 The licence holder must, when requested by the Authority, pay all fees, costs and other charges under the Water Act 1989 in respect of this licence.

Unlicensed works

- 29 This is a record of works associated with a separate licence. It is not a licence in its own right; no conditions apply.

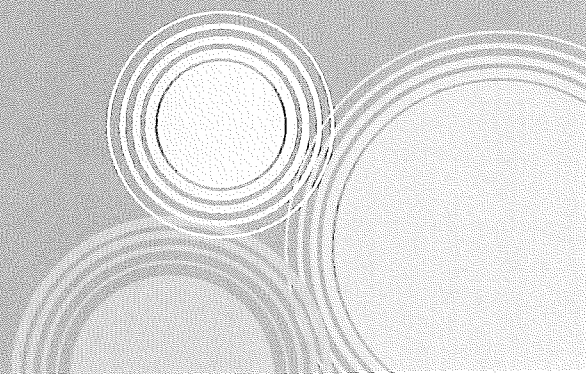
END OF COPY OF RECORD



Permanent Water Trade for a Land Transfer

Application form

Water Act 1989 Sections 62



PLEASE RETURN TO

Regional Services
Melbourne Water Corporation
P O Box 4342
MELBOURNE VIC 3001

If you require assistance with completing this application please contact
Melbourne water on 13 17 22



Checklist

This checklist is provided for customers to self-assess that they have provided all required information to enable the application to be processed. It is recommended that you check off each of the items listed.

If the application is incomplete it will be returned and will not be considered lodged with Melbourne Water.

Office Use Only	Provided/ Complete	Applicants name:
<input type="checkbox"/>	<input type="checkbox"/>	The Application Form has been completed, signed, and is attached.
<input type="checkbox"/>	<input type="checkbox"/>	A copy of the current Certificate of Title/s (Registered Search Statement & plan) produced within the last three months. (A copy of title (Registered Search Statement) can be obtained from the titles office via the internet at www.land.vic.gov.au)
<input type="checkbox"/>	<input type="checkbox"/>	If the applicant is a Company, a copy of the current company extract (not more than three months old) ** A copy of your Company extract can be obtained from your solicitor or via the internet at www.asic.gov.au
<input type="checkbox"/>	<input type="checkbox"/>	If the applicant is not the owner of the property, evidence that shows that the applicant is the legal occupier of the land (lease agreement etc.)
<input type="checkbox"/>	<input type="checkbox"/>	If applicable, written permission from landowner where pumps/pipelines or other associated works are situated (ie crown land, council or neighbors)
<input type="checkbox"/>	<input type="checkbox"/>	<u>Site Plan</u> detailing: (1) Property. (2) Area. (3) Source of supply. (4) Location of pump site/s. (5) Allotments between source of supply and the property. (6) Allotment numbers of the property. (7) Existing Native Vegetation/Tree Cover. (8) Any dams. (9) Other general features
<input type="checkbox"/>	<input type="checkbox"/>	If applicable, Works Licence application attached for new or modified works
<input type="checkbox"/>	<input type="checkbox"/>	Irrigation and Drainage Plan detailing the irrigation requirements and scheduling of application as well as drainage and runoff controls to be put in place on the site.
<input type="checkbox"/>	<input type="checkbox"/>	Photos of the works area, extraction point/s and storages.
<input type="checkbox"/>	<input type="checkbox"/>	Payment of the relevant Application Fees
<input type="checkbox"/>	<input type="checkbox"/>	Payment Form detailing method of payment completed and attached

The collection and handling of information will be consistent with the requirements of the Information Privacy Act 2000.

Referrals & other approvals

Aboriginal cultural heritage

Aboriginal places and objects can be found all over Victoria and are often near rivers, lakes, swamps and the coast. Aboriginal places and objects can also be found on private property. Aboriginal Affairs Victoria (AAV) works in partnership with landowners, land managers and Aboriginal communities to record, protect and manage these places and objects.

The Aboriginal Heritage Act 2006 requires that the discovery of Aboriginal cultural heritage places or objects on any public or private land in Victoria be reported to Aboriginal Affairs Victoria.

Landowners who suspect a discovery of cultural heritage on their land can find out what to do by visiting the webpage www.dpcd.vic.gov.au/indigenous/aboriginal-cultural-heritage/information-for-landowners.

The relevant Registered Aboriginal Parties must be contacted prior to the commencement of works on crown land to determine the existence of any aboriginal place objects and archaeological sites. For more information on the relevant contact please visit www.dpcd.vic.gov.au/indigenous/aboriginal-cultural-heritage/registered-aboriginal-parties.

Crown land and other parties land

In many places throughout Victoria, waterways and drains are located within crown reserves.

These pieces of land are normally managed by the Department of Environment and Primary Industries but may be occupied or leased by other parties. In cases where the Applicant proposes to occupy or cross crown land with their works or pipelines then the Applicant must provide demonstrated evidence that they have, or will obtain, the relevant permission from the land manager.

In the case of crown land a Water Frontage or Crown Land Occupation Licence may be required from the Department of Environment and Primary Industries.

Contact:
Senior Land Use Planner,
Crown Land Management - Port Phillip Region,
P O Box 500,
East Melbourne VIC 8002

or

Telephone: 9637 8000.

Similarly applicants must be able to demonstrate the relevant consent of any third party or agency on whose land the pump or associated works are, or will be, located.

Transfer of licence ownership

☐ Total Licence

Volume to be transferred _____ ML

☐ Part Licence

Volume to be transferred _____ ML

Seller must complete Sections 1, Buyer must complete 2 to 4

1. Sellers Details

1.1 Name of current licence holder

Please complete one of the options below. This must be the same name(s) that appear on the current licence.
(Note: the current licence holder is referred to as the seller in this form)

Seller Take & Use Licence No. BEE

0

2

0

3

7

7

Seller Works Licence No WLE

0

3

0

9

5

5

Melbourne Water File Ref: 465/760 / 0029

Option 1

Please print in block letters

1. Title: ☐ Mr, ☐ Mrs, ☐ Ms, ☐ Miss, ☐ Dr

Surname: _____ Given Names: _____

2. Title: ☐ Mr, ☐ Mrs, ☐ Ms, ☐ Miss, ☐ Dr

Surname: _____ Given Names: _____

If more than two individual licensees please attach a separate page, listing all parties & signatures. All parties must sign Section 3 on this page.

Option 2

Company / Business/ Trading Name: _____

Company Contact Person: _____

Position held within Company
(e.g. Director / Secretary):

1.2 Contact Details of Licence Holder(s) (Seller)

Please complete the contact details for the current Licence Holder.

Postal Address : _____

Suburb: _____ Postcode: _____

Telephone: _____ Mobile: _____

Facsimile: _____ Email: _____

1.3 Signature(s) and Declaration of Licence Holder(s) (Seller)

I/we the undersigned certify that the information provided in this application is true and correct.

I/we understand that this information may be referred to other organisations and/or advertised as part of the application and assessment process or released if reasonably required by government business, requested by lawful orders, or in the public interest; particularly in regard to open disclosure of generally collected water entitlements.

Seller's signature: _____ Date: / /

Please Print name: _____
PLEASE NOTE POSITION WITHIN COMPANY IF APPLICABLE (E.G. DIRECTOR / SECRETARY)

Seller's signature: _____ Date: / /

Please Print name: _____
PLEASE NOTE POSITION WITHIN COMPANY IF APPLICABLE (E.G. DIRECTOR / SECRETARY)

If the applicant(s) is a company, a copy of the current company extract (not more than 3 months old) must be supplied with this application. The company must sign the application in accordance with the Corporations Act 2001. Under that Act, a company may execute a document without a common seal if the document is signed by two directors of the company, or a director and a company secretary of the company. Melbourne Water will not accept liability if this form is signed by a person who is not authorised to do so.

2. Buyers Details

2.1 Name of Buyer(s)

Please complete one of the options below. (Note: the buyer is the person receiving the water).

If this is the same person as the seller then you still need to complete this Section to identify this is the case. The buyer(s) listed below will be the name(s) that appear on your new licence document (if approved).

Option 1

Please print in block letters

1. Title: ☐ Mr, ☐ Mrs, ☐ Ms, ☐ Miss, ☐ Dr

Surname: _____

Given Names: _____

2. Title: ☐ Mr, ☐ Mrs, ☐ Ms, ☐ Miss, ☐ Dr

Surname: _____

Given Names: _____

If more than two individual licensees please attach a separate page, listing all parties & signatures. All parties must sign Section 12 at page 6.

Option 2

Company / Business/ Trading Name: _____

Company Contact Person: _____

Position held within Company
(e.g. Director / Secretary): _____

2.2 Primary Contact Details of Buyer

Please complete the contact details for the Buyer.

Postal Address : _____

Suburb: _____ Postcode: _____

Telephone: _____ Mobile: _____

Facsimile: _____ Email: _____

2.3 Secondary contact details for Buyer

Complete this section only if applicable and you wish to nominate a secondary contact person.
(e.g. site manager or other contact person)

Name: _____ Relationship to Buyer: _____

Address : _____

Suburb: _____ Postcode: _____

Telephone: _____ Mobile: _____

Facsimile: _____ Email: _____

2.4 Financial Consideration of Water Trade

This information is collected for the sole purpose of establishing market values.

Price paid per ML: \$ _____/Megalitre Other non-monetary consideration: _____

3 Licence Details

3.1 Proposed licence details

Type of Licence (Please select one option)

☐ All Year Round Pumping Licence

(Only available if seller's licence is All Year Round)

☐ Winterfill Licence (Please specify)

☐ On-stream storage

☐ Off-stream storage:

Name of Waterway (i.e. Woori Yallock Creek): _____

Method of taking (select one)

☐ Direct extraction from waterway / drain.

☐ Direct extraction from an on-waterway storage dam.

☐ Extraction from a waterway / drain to fill an off-waterway storage dam / tank.

☐ Extraction with full return to waterway (Non-consumptive use).

3.2 Proposed use of water

Tick all that apply:

☐ Domestic / Residential Supply – No. of Houses to be serviced: _____ Garden Area: _____ Ha

☐ Stock Watering - No. of Stock _____ Type of Stock _____

☐ Irrigation of: _____ Irrigated area: _____ Ha
(e.g. Vineyard(s), sports oval(s), orchard, strawberries)

☐ Power generation

☐ Industrial / commercial use _____
(Please specify)

☐ Other:

(Please specify)

3.3 Property where water is to be used

- (i) Attach a copy of the Land Title for each property issued by the Titles Office and not more than 3 months old
(ii) All Volume and Folio Numbers must be provided for each title where works will be situated or water will be used:

Property Address: _____				
Lot number(s)	Plan number(s) (LP / PS / TP)		Volume	Folio
a)			a) :	:
b)			b) :	:
c)			c) :	:
d)			d) :	:
Crown Allotment(s)	Section(s)	Parish		
a)			a) :	:
b)			b) :	:

3.4 Pump Details*

Provide below the general information for your pump and offtake works. If the works are new or modified you need to complete a Works Licence Application form.

* If more than one pump, attach photocopy of page, mark as Pump 2 and attach to application

Is the pump: <input type="checkbox"/> Existing or <input type="checkbox"/> Proposed (tick one)			
Engine Type: <input type="checkbox"/> Electric <input type="checkbox"/> Diesel <input type="checkbox"/> Petrol		Engine Output: _____ KW / HP	
Pump Manufacturer: _____ Pump Model: _____ Serial No. (if available): _____	Suction Size (mm)		Maximum flow rate: Litres / Hour
	Delivery size (mm)		Daily Extraction Rate (ML): ML / Day
Location Description: (ie On Crown Reserve behind 123 Smith St, Yarra Junction)			

3.5 Meter Reading

[illegible]

3.6 Storage Details

Provide below the general information for any dam or storage works. If the works are new or modified, you may need to complete a Works Licence Application form.

Is the dam or water storage: <input type="checkbox"/> Existing or <input type="checkbox"/> Proposed (tick one)	
Type of storage:	
<input type="checkbox"/> Dam / Lake <input type="checkbox"/> Natural or <input type="checkbox"/> Constructed Surface area: _____ m ² Max Wall height: _____ m Capacity: _____ ML	<input type="checkbox"/> Tank <input type="checkbox"/> Above Ground or <input type="checkbox"/> Below Ground <input type="checkbox"/> Concrete <input type="checkbox"/> Plastic <input type="checkbox"/> Fibreglass Other: _____ Dimensions (l x w x h): _____ Capacity: _____ ML
Total Storage Capacity Available: _____ ML	
Location Description: (ie NE corner of 123 Smith St. Yarra Junction)	

3.7 Additional Water Sources (if applicable)

Please provide details of any additional water sources proposed or existing that will be used in conjunction with the surface water licence:

<input type="checkbox"/> Roof run-off	_____ ML	<input type="checkbox"/> Groundwater	_____ ML	BEE No.: _____
<input type="checkbox"/> Potable / Town Water	_____ ML	<input type="checkbox"/> Surface water	_____ ML	BEE No.: _____

3.8 Plan of Site

Please provide a detailed site plan and attach it to the application.

Plan must include:

- (1) Property.
- (2) Area.
- (3) Source of supply.
- (4) Location of pump site/s.
- (5) Allotments between source of supply and the property.
- (6) Allotment numbers of the property.
- (7) Existing Native Vegetation/Tree Cover.
- (8) Any dams
- (9) Other general features.

4. Signature(s) and Declaration of Buyer

If there are additional applicants please complete annexure 6 – multiple signatories, found on the website.

The information is used for the purpose of maintaining the water register and for the provision of statistical water market information. Most of the information in the water register is available to the public either on-line or through formal Freedom of Information requests.

I/we the undersigned certify that the information provided in this application is true and correct.

I/we understand that this information may be referred to other organisations and/or advertised as part of the application and assessment process or released if reasonably required by government business, requested by lawful orders, or in the public interest; particularly in regard to open disclosure of generally collected water entitlements.

Buyer's signature: _____ Date: / /

Please Print name: _____

PLEASE NOTE POSITION WITHIN COMPANY IF APPLICABLE (E.G. DIRECTOR / SECRETARY)

Buyer's signature: _____ Date: / /

Please Print name: _____

PLEASE NOTE POSITION WITHIN COMPANY IF APPLICABLE (E.G. DIRECTOR / SECRETARY)

If the applicant(s) is a company, a copy of the current company extract (not more than 3 months old) must be supplied with this application. The company must sign the application in accordance with the Corporations Act 2001. Under that Act, a company may execute a document without a common seal if the document is signed by two directors of the company, or a director and a company secretary of the company. Melbourne Water will not accept liability if this form is signed by a person who is not authorised to do so.

Payment Details

To pay please complete and return with your application to:

Melbourne Water Corporation
P O Box 4342
MELBOURNE VIC 3001

OR

- Fax to Melbourne Water on (03) 9679 7099 or
- Scan document and Email to enquiry@melbournewater.com.au

Applicant / Company name: _____ (please print in block letters)

Address: _____ (please print in block letters)

Take & Use Licence No. **BEE**

0

Works Licence No **WLE**

0

Melbourne Water File Reference (if applicable): _____ / _____ / _____

Tick type of payment (✓)

	Transfer Fee for a Land Transfer / Works Licence	(Item 1)	\$
	Annual Fee – Invoice No. RWP	(Item 2)	\$
	Water resource assessment fee for a water trade Permanent Water Trade or New Temporary Water Trade	(Item 1)	\$
	Transfer fee for a subsequent Temporary Water Trade	(Item 1)	\$
	Works Construction Licence application	(Item 1)	\$
	Subdivision or Amalgamation of an existing Take & Use Licence	(Item 1)	\$
	Meter Fee (GST inclusive) (if new or modified meter required)	(Item 3)	\$
Total			\$

Payment method

Please indicate the method of payment

☐

Cheque - Made payable to **Melbourne Water Corporation** and marked '**Not Negotiable**'

☐

Online Payment - Please provide the online receipt number here:

Credit Card payments can be made online by visiting Melbourne Water's website at <http://www.melbournewater.com.au/aboutus/onlinepayments> and complete the online payments form.

Please quote either your:

Victorian Water Register Take & Use Water Entitlement reference number - i.e BEE019201 or
Melbourne Water Corporation File Reference - i.e. 465/700/0001 when making online payment.

If unsure of your reference number, please contact Melbourne Water for assistance.

Office Use Only

Non GST Applicable - Item 1	D20333 - 1280	NA
Non GST Applicable - Item 2	D20333 - 1220	NA
GST Applicable - Item 3	D20550 - 1280	C

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 16th day of June, 2019

BETWEEN:

Harris Sherry Pty Ltd/ as Temptation flowers of 175 macclesfield road Monbulk

Telephone: 03 9756 7683 Fax: -

(the "Landlord")

OF THE FIRST PART

- AND -

Michael allen of NOOD BLOOMS PTY LTD

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 175 Macclesfield rd , Monbulk , victoria , 3793, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be let to

tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, carpark areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square metres of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the commercial premises at 175 Macclesfield rd , Monbulk , victoria , 3793 and comprises a Leasable Area of 40000 square metres.
- f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

- 3. The Landlord agrees to rent to the Tenant the commercial premises described as 175 Macclesfield rd , Monbulk , victoria , 3793, (the "Premises") and comprises a Leasable Area of 40000 square metres. The Premises are more particularly described as follows:

An half acre glasshouse (2000 square metres). An additional six 45 * 6.4 metre long igloos, three 30 * 10 metre igloos , and a large shed with a cool room/ fridge and tea rooms. The landlord also allows access to the dam, allowing Nood Blooms use of the water license on the property.

4. The Premises will be used for only the following permitted use (the "Permitted Use"): to farm flowers, and allow the tenants customers access to the glasshouse and shed. Neither the Premises nor any part of the Premises will be used at any time during the Term by Tenant for any purpose other than the Permitted Use.
5. A reasonable number of pets or animals are allowed in or about the Premises. If this privilege is abused, the Landlord may revoke this privilege upon 30 days' notice.
6. Subject to the provisions of this Lease, the Tenant is entitled to the non-exclusive use of the following parking on or about the Premises: _____ No long term parking , able to park, using a shared driveway. Allowing access to the property at all times. (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's space.
7. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimise any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
8. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

Term

9. The term of the Lease commences at 12:00 noon on 20 June 2019 and ends at 12:00 noon on 20 June 2022 (the "Term").
10. Upon 45 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.

11. Upon 90 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 90 days' notice.
12. Notwithstanding that the Term commences on 20 June 2019, the Tenant is entitled to possession of the Premises at 12:00 noon on 5 June 2019.
13. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one (1) month's notice to the other party.

Rent

14. Subject to the provisions of this Lease, the Tenant will pay a base rent, without setoff, abatement or deduction, of \$2,500.00, payable per month, for the Premises (the "Base Rent").
15. The Tenant will pay the Base Rent on or before the 19 of each and every month of the Term to the Landlord.
16. The Base Rent for the Premises will increase over the Term of the Lease as follows: Rent will remain at \$2500 plus GST per month for the first year, then will increase 5% annually for the next 2 years then reviewed upon request if an additional lease is required there after June 2022.

Use and Occupation

17. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Nood Blooms Pty Ltd and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilise the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

18. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Advance Rent

19. On execution of this Lease, the Tenant will pay the Landlord advance rent (the "Advance Rent") to be held by the Landlord without interest and to be applied on account of the The tenant will pay 6 months of rent in advance. Pre paying any rent due from the 20/06/2019 until the next payment is due on the 20/12/2019. as they fall due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease.

Quiet Enjoyment

20. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Overholding

21. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

22. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant

hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such peaceable entry or any loss or damage in connection therewith or consequential thereupon;

- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving five (5) days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

- ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
- iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections and Landlord's Right to Enter

- 23. Tenant acknowledges that it inspected the Premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean and in tenantable condition.
- 24. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs. Except where the Landlord or its agents consider it an emergency, the Landlord will provide the Tenant with written notice 24 hours prior to entering.

Renewal of Lease

- 25. Upon giving written notice no later than 6 months before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the

amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

26. The Tenant may request that the Landlord register this option to renew.

Tenant Improvements

27. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

28. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity.

Insurance

29. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of the Tenant's insurance agent regarding a tenant's policy of

insurance.

30. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.
31. The Tenant is responsible for insuring the Premises for damage and loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
32. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.

Abandonment

33. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realised by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Tenant's Indemnity

34. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered

by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, or any losses caused, or contributed to, by any trespasser while that trespasser is on the Premises.

Governing Law

35. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Victoria, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

36. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Victoria (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

37. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law, in equity, or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

38. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Additional Provisions

39. *no illegal activity is permitted on property.
* water supplies are rainfall tank reliable from the glasshouse. Although the landlord allows the tenant to pump water from the dam and use the water rights pertaining to the property at 175 Macclesfield rd, Monbulk.
*australian wildlife protection laws apply to the property.

- * no access to landlords home / house is permitted.
- *the leased areas specified must be cleared upon lease termination and all equipment must be removed.
- *rent reductions are only applicable with agreeable expenses carried out by the tenant , ie. the coolroom etc.
- *phone and internet connections are not apart of the agreement.
- *the tenant has permission to lock exclusive areas of the leased areas of the property.

Care and Use of Premises

40. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
41. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Carpark facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
42. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
43. The Tenant will not engage in any illegal trade or activity on or about the Premises.
44. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

45. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

46. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

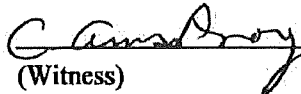
47. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

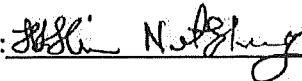
General Provisions

48. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
49. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
50. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
51. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
52. Time is of the essence in this Lease.
53. This Lease will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

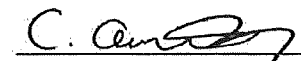
IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorised officer under seal, on this 16th day of June, 2019.

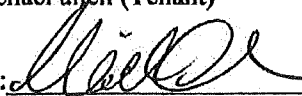
Harris Sherry pty ltd/ as Temptation flowers
(Landlord)


(Witness)

Per:  (SEAL)

Michael allen (Tenant)


(Witness)

Per:  (SEAL)

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.

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.