

**SPECIAL CONDITIONS included in Contract of Sale**

**BETWEEN**

**Jason Mark Gove and Emily Gove as Vendors**

**And**

**As Purchaser**

---

**SPECIAL CONDITIONS:**

**1. GST Withholding**

- 1A 1.** Words and expression defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in the Special Condition unless the context requires otherwise. Words and expression first used in the Special Condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 1A 2.** This Special Condition 1A applies if the purchaser is required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \**new residential premises* or \**potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this Special Condition 1A is to be taken as relieving the Vendor from compliance with Section 14-255.
- 1A 3.** The amount is to be deducted from the Vendor's entitlement to the contract\**consideration* and is then taken to be paid to the Vendor, whether or not the Vendor provides the Purchaser with a GST Withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The Vendor must pay to the purchaser at settlement such part of the amount as is represented by nonmonetary consideration.
- 1A 4.** The Purchaser must:
- (a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this Special Condition; and
  - (b) Ensure that the representative does so.
- 1A 5.** The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) Pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from monies under the control or direction of the representative in accordance with this Special Condition on settlement of the sale of the property;
  - (b) Promptly provide the Vendor with evidence of payment, including any notification or other document provided by the Purchaser to the Commissioner relating to payment; and
  - (c) Otherwise comply, or ensure compliance, with this Special Condition.
- Despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor;  
And
  - (e) any other provision in this contract to the contrary.
- 1A 6.** The representative is taken to have complied with the requirements of special condition 1A.5 if:
- (a) Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1A 7.** The Purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:
- (a) So agreed by the vendor in writing; and
  - (b) The settlement is not conducted through an electronic settlement system described in special condition 1A.6.  
However, if the purchaser gives the bank cheque in accordance with this special condition 1A.7, the vendor must:
  - (c) Immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) Give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 1A 8.** The Vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.
- 1A 9.** A party must provide the other party with such information as the other party requires to:
- (a) Decide if an amount is required to be paid or the quantum of it, or
  - (b) Comply with the purchaser's obligation to pay the amount,
- In accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The party providing the information warrants that it is true and correct.
- 1A 10.** The Vendor warrants that:
- (a) At settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) The amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

**1A 11.** The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) The penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 1A 10: or
- (b) The purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

The Vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

**1A 12.** This special condition will not merge on settlement.

**2. Director's Guarantee and Warranty:**

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

The following Guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

## GUARANTEE and INDEMNITY

I/We, ..... of .....

and ..... of .....

being the Sole Director / Directors of ..... ACN.....

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor selling to the within-named Purchaser at our request the Land described in the within Contract of Sale for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser I/we will forthwith on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and hereby indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

)  
)  
)  
  
)  
)  
)

Director (Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

)  
)  
)  
  
)  
)  
)

Director (Sign)

**Vendors Statement to the Purchaser of Real Estate  
Pursuant to Section 32 of the Sale of Land Act ("the Act")**

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

# 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.

**PROPERTY:**                    515 Ontario Avenue, Mildura

**VENDOR'S NAME:**                    **Jason Mark Gove and Emily Gove**

**VENDOR'S SIGNATURE:** .....

**DATE:** \_\_\_\_\_

**PURCHASER'S NAME:**

**PURCHASER'S SIGNATURE:** .....

**DATE:** \_\_\_\_\_

**VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE  
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT ("the Act")**

**Vendor:** Jason Mark Gove and Emily Gove

**Property:** 515 Ontario Avenue, Mildura  
Lot 34 on PS 629646S being the whole of the land in  
Certificate of Title Volume 11279 Folio 668

**1. Financial matters in respect of the land**

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- (a) ~~are contained in the attached certificate/s.~~  
are as follows :

<u>Authority</u>	<u>Amount</u>	<u>Interest</u>
1. Mildura Rural City Council	\$2,802.72 per annum 2019/2020 plus estimated 2% increase	
2. Lower Murray Water- Urban	\$ 175.05 per quarter 2019/2020 (tariff only)	

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows: Usual Adjustment of outgoings and water by measure

- (a) ~~Their total does not exceed \$~~

- (b) The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:

**2. Insurance details in respect of the land**

- (a) If the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

No such insurance has been effected  
~~Particulars of vendor's insurance policy:~~

- (b) If there is a residence on the land which was constructed within the preceding 6 years and section 137B of the **Building Act 1993** applies to the residence:

No such insurance has been effected.  
~~Particulars of vendor's required insurance:~~

### **3. Matters relating to land use**

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:
  - (i) Description:
  - (ii) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows:
- (b) This land is not within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*
- (c) There is access to the property by road.
- (d) In the case of land to which a planning scheme applies a statement specifying—
  - (i) name of the planning scheme: See attached
  - (ii) name of the responsible authority: See attached
  - (iii) zoning of the land: See attached
  - (iv) name of any planning overlay affecting the land: See attached
  - (v) Salinity – See attached
- (e) Tenancy Agreement – See attached

### **4. Notices made in respect of land**

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

~~Is contained in the attached certificate/s and/or statement/s.~~

~~Is as follows:~~

None to the Vendor's knowledge

- (b) Whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

~~Is contained in the attached certificate/s and/or statement/s.~~

~~Is as follows:~~

None to the Vendor's knowledge

- (c) Particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

~~Is contained in the attached certificate/s and/or statement/s.~~

~~Is as follows:~~

None to the Vendor's knowledge

### **5. Building permits**

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

No such Building permit has been granted to the Vendor's knowledge

~~Is contained in the attached certificate/s.~~

~~Is as follows:~~

## 6. Information relating to any Owners Corporation

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

## 7. Growth areas infrastructure contribution

There is not a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*) –

Particulars of work-in-kind agreement:

Is contained in the attached certificate/s and / or notice/s:

## 8. Disclosure of non-connected services

The following services are **not** connected to the land—

- (a) electricity supply;
- (b) gas supply; Natural
- (c) water supply;
- (d) sewerage;
- (e) telephone services.

## 9. Evidence of title

Attached are copies of the following document/s concerning Title:

- (a) in the case of land under the *Transfer of Land Act 1958*, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) in any other case, a copy of—
  - (i) the last conveyance in the chain of title to the land; or
  - (ii) any other document which gives evidence of the vendor's title to the land;
- (c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to sell the land;
- (d) in the case of land that is subject to a subdivision—
  - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the **Subdivision Act 1988**—
  - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
  - (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
  - (iv) A statement of the contents of any permit under the **Planning and Environment Act 1987** authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the **Subdivision Act 1988** is proposed—
  - (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.



## **10. 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 the 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 but the checklist has been attached as a matter of convenience.

### **IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:**

**Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.**

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



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

Page 1 of 1

VOLUME 11279 FOLIO 668

Security no : 124084765047H  
Produced 06/08/2020 03:43 PM

**LAND DESCRIPTION**

Lot 34 on Plan of Subdivision 629646S.

PARENT TITLES :

Volume 09515 Folio 343      Volume 11110 Folio 357

Created by instrument PS629646S 21/06/2011

**REGISTERED PROPRIETOR**

Estate Fee Simple

Joint Proprietors

JASON MARK GOVE

EMILY GOVE both of 758 COCKLIN AVENUE RED CLIFFS VIC 3496

AJ964683P 12/10/2012

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AN360012X 09/12/2016  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT AJ114813W 05/08/2011

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 PS629646S 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: 515 ONTARIO AVENUE MILDURA VIC 3500

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA  
Effective from 09/12/2016

DOCUMENT END



## Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	<b>Plan</b>
Document Identification	<b>PS629646S</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>06/08/2020 15:47</b>

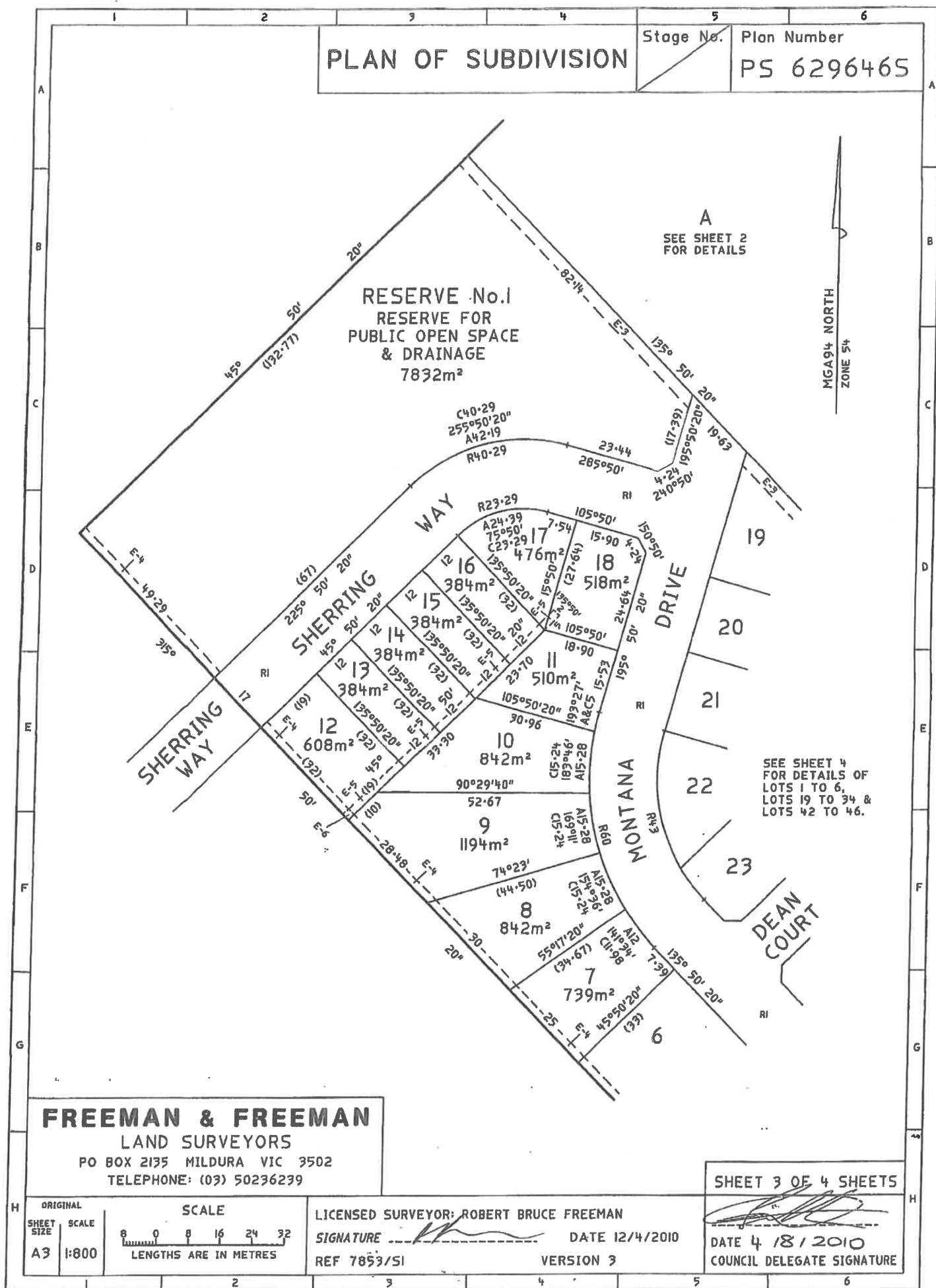
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The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF SUBDIVISION</b>		Stage No. / LR use only  EDITION 1	<b>PS629646S</b> <small>09/06/2011 \$5653 PS</small> 	
<b>Location of Land</b> Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 2 (PART)  Title References: Vol 9515 Fol 343 & Vol 11110 Fol 357  Last Plan Reference: LP 142802 (LOT D) & PS 605774S (LOT A)  Postal Address: ONTARIO AVENUE, MILDURA, 3500.  MGA94 Co-ordinates: E 603280 (Of approx. centre of plan) N 6215000 Zone 54		<b>Council Certification and Endorsement</b> Council Name: MILDURA RURAL CITY COUNCIL Ref: 7.2008.317.1  <del>1. This plan is certified under section 6 of the Subdivision Act 1988.</del> 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 17 / 6 / 2010  <del>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del>  <b>Open Space</b> (i) A requirement for public open space under section 18 Subdivision Act 1988 has-/ has not been made. <del>(ii) The requirement has been satisfied.</del> <del>(iii) The requirement is to be satisfied in Stage</del>  <del>Council Delegate-</del> <del>Council seal</del>  <del>Date - / /</del>  Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate <del>Council seal</del> Date 4 / 8 / 2010		
Vesting of Roads or Reserves				
Identifier	Council/Body/Person			
ROAD RI RESERVE No.1	MILDURA RURAL CITY COUNCIL MILDURA RURAL CITY COUNCIL			
<b>Notations</b>				
Depth Limitation: DOES NOT APPLY		Staging     This is/is not a staged subdivision Planning Permit No. P08/317		
<u>OTHER PURPOSE OF PLAN:</u> TO REMOVE THE WATER SUPPLY EASEMENT SHOWN E-3 ON LOT A ON PS 605774S.  <u>GROUND FOR REMOVAL OF EASEMENT:</u> BY AGREEMENT.		<u>OTHER NOTATIONS:</u> LOTS 35 TO 41 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER NO.259804 AFFECT ALL THE LAND ON THIS PLAN.  Survey:- This plan is / is not based on survey. See PS605774S  To be completed where applicable.  This survey has been connected to permanent marks no(s). 333, 1132 & 1134 In Proclaimed Survey Area no. _____		
<b>Easement Information</b>				
<b>Legend:</b> E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement                     R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2	PS 605774S	LOWER MURRAY URBAN & RURAL WATER AUTHORITY
E-2	SEWERAGE	3	PS 605774S	LOWER MURRAY URBAN & RURAL WATER AUTHORITY
E-3	WATER SUPPLY	3	THIS PLAN	LOWER MURRAY URBAN & RURAL WATER CORPORATION
E-4	WATER SUPPLY	2	THIS PLAN	LOWER MURRAY URBAN & RURAL WATER CORPORATION
E-5	SEWERAGE	2	THIS PLAN	LOWER MURRAY URBAN & RURAL WATER CORPORATION
E-6	WATER SUPPLY & SEWERAGE	2	THIS PLAN	LOWER MURRAY URBAN & RURAL WATER CORPORATION
E-7	SEWERAGE	3	THIS PLAN	LOWER MURRAY URBAN & RURAL WATER CORPORATION
E-8	WATER SUPPLY & SEWERAGE	3	THIS PLAN	LOWER MURRAY URBAN & RURAL WATER CORPORATION
LICENSED SURVEYOR: ROBERT BRUCE FREEMAN REF 7853/SI    VERSION 3    DATE 12/4/2010    SIGNATURE				LR use only _____ Statement of Compliance / Exemption Statement  Received <input checked="" type="checkbox"/> Date     9/06/11  <hr/> LR use only _____ PLAN REGISTERED TIME     6.52 PM DATE    21/06/2011  RHills Assistant Registrar of Titles <hr/> Sheet 1 of 4 Sheets   DATE 18/2010 COUNCIL DELEGATE SIGNATURE  Original sheet size A3
<b>FREEMAN &amp; FREEMAN</b> LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239				





# PLAN OF SUBDIVISION

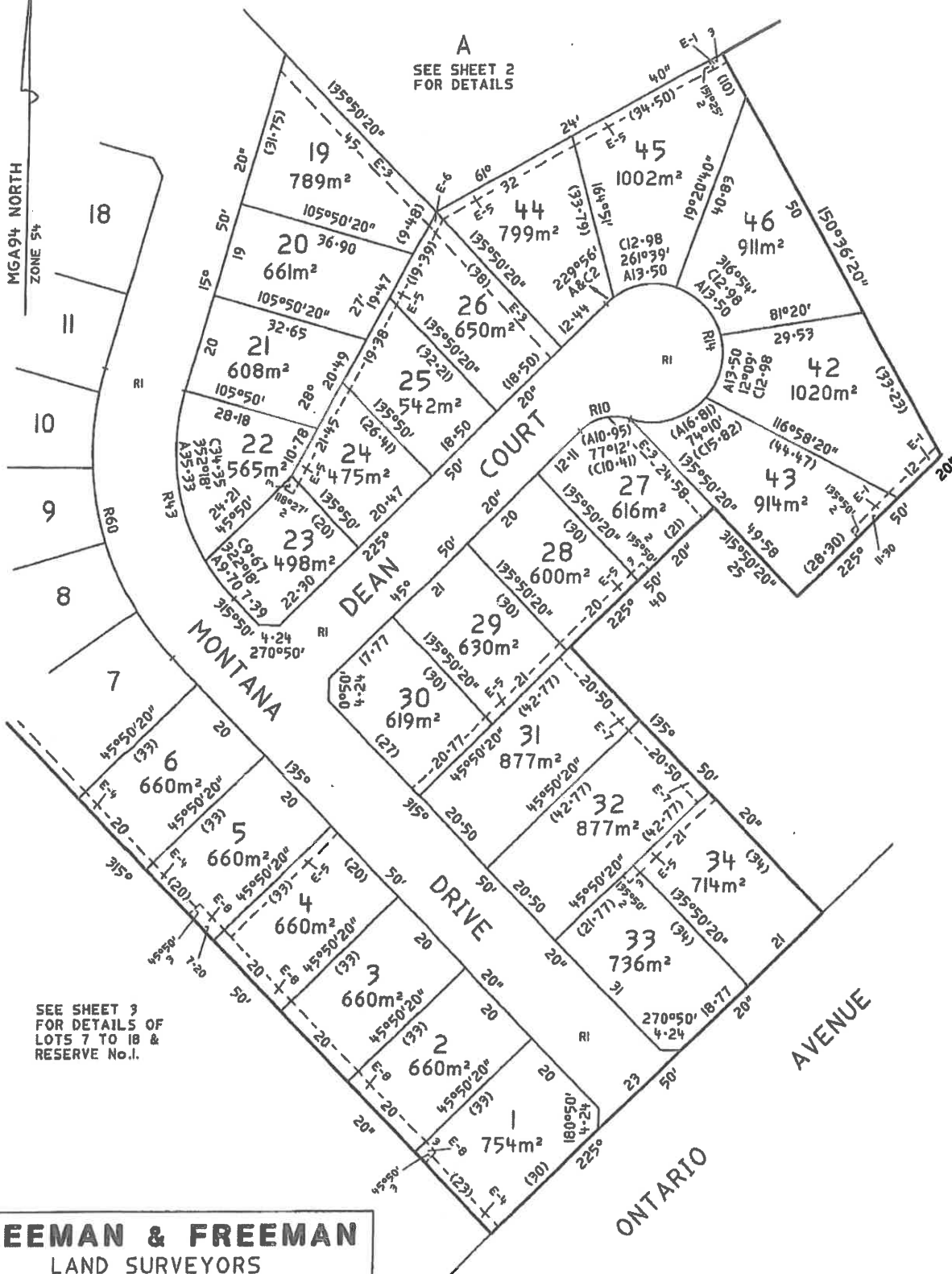
Stage No.

Plan Number

PS 629646S

A  
SEE SHEET 2  
FOR DETAILS

MG A94 NORTH  
ZONE 54



SEE SHEET 3  
FOR DETAILS OF  
LOTS 7 TO 18 &  
RESERVE No.1.

**FREEMAN & FREEMAN**

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

SHEET 4 OF 4 SHEETS

DATE 4/18/2010.  
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE

DATE 12/4/2010

REF 7853/SI

VERSION 3

ORIGINAL

SHEET

SIZE

A3

SCALE

1:800

SCALE

0 8 16 24 32

LENGTHS ARE IN METRES

# Transfer of Land

## Section 45 Transfer of Land Act 1958

Lodged by:

Name: BJT LEGAL PTY LTD, Solicitors  
Phone: 03 5333 8888  
Address: 38 Lydiard Street South  
Ballarat Victoria 3350  
Reference: Wendy Cartledge  
Customer Code: 0570E

Privacy Collection Statement

AJ114813W

05/08/2011 \$334



45 9

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

Volume 11279 Folio 668

Estate and Interest: (eg. "all my estate in fee simple")

all its estate in fee simple.

Consideration:

Transferor: (full name)

**ONTARIO GREEN PTY LTD (ACN 135213044)**

Transferee: (full name and address including postcode)

**J G KING PTY LTD (ACN 006 627 210)** of 1816 Sturt Street Alfredton 3350

Directing Party: (full name)

Creation and/or Reservation of Easement and/or Restrictive Covenant:

AND the said Transferee for themselves and their transferees the registered proprietors for the time being of the land transferred and every part thereof DO HEREBY as a separate covenant COVENANT with the said Ontario Green Pty. Ltd. ACN 135 213 044 and the other registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No. 629646S and every part thereof (other than the land hereby transferred) as follows:

1. With the exception of Lots 30, 33 and 68 on the said Plan of Subdivision they will not erect or cause or suffer to be erected upon the said lot more than one main building which shall not be less than one hundred and twenty square metres (120m<sup>2</sup>) in floor area and that such building and lot or any part thereof shall not be further subdivided under the provisions of the Subdivision Act 1988 or any amendment, modification or re-enactment of or substitution of that Act.
2. They will not erect or cause or suffer to be erected upon the said lot any dwelling house (except for the usual outbuildings) with more than fifty per centum of the external walls of any material other than brick (which definition shall not be extended to mean mud-brick), brick veneer, stone, rendered hebel panel or texture coated compressed sheet and shall not roof such dwelling with material other than tiles, colourbond steel or zinc aluminium and that any roof including any garage or carport shall not be pitched at an angle less than 22.5 degrees.

586107A

Order to Register

Please register and issue the Certificate of Title to

**T2**

Page 1 of 3

Signed

Customer Code

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000. Phone: 8636-2010

Duty Use Only	
BJT Legal Pty Ltd	
This stamp is	ABN 18 121 81 111 AP 463
SRO	Victorian Duty:
Property	Consideration / Advance:
NOT TO BE COPIED	Victorian Assets %:
	Original / Counterpart / Solicitor / Upcoming
	Transaction No: 125/12011
	Endorsing Date: 4 / 8 / 11
	Signature: [Signature] No 1



# Transfer of Land

## Section 45 Transfer of Land Act 1958

AJ114813W

05/08/2011 \$334

45



Dated: 14/7/2011

Parties: ONTARIO GREEN PTY LTD (ACN 135213044) and: J G KING PTY LTD (ACN 006 627 210)

Signatures of the Parties:

3. The will not erect or cause or suffer to be erected on the said lot any transportable, prefabricated or moveable dwelling house or any existing dwelling house moved in whole or in part from another site or place of construction.
4. They will not erect or cause or suffer to be erected on the rear boundary or any side boundary within the building alignment of the said lot any fence other than a fence of a minimum height of 1.80 metres of zincalume steel panel type construction with an oven baked exterior finish such as colorbond.
5. They will not permit the nature strip and front yard to remain in a non landscaped state after 90 days of receipt of any Occupancy Certificate
6. They will not erect or cause or suffer to be erected on the said lot any shed and/or outbuilding that exceeds 9m2 of any material other than brick veneer or colorbond steel.

AND IT IS HEREBY AGREED AS FOLLOWS;

That the benefit of the foregoing covenant shall be attached to and run at law and in equity with the land comprised in the said Plan of Subdivision other than the land hereby transferred and that the burden thereof shall be annexed to and run at law and equity to the said land hereby transferred and that the same shall be noted and appear on every future Certificate of Title to the said lot and every part thereof as an encumbrance affecting the said land and every part thereof.

Dated: 14/7/2011

Execution and attestation:

Executed by **ONTARIO GREEN PTY LTD ACN 135 213 044** by )  
being signed by those persons who are authorised to sign for the )  
company:

*Lyle Massey*  
.....  
Director

Full name *Lyle Anthony Massey* .....

Usual address *290 Oyster Avenue* .....

*Mildura*  
.....  
Director (or Secretary)

Full name *Renee Jayne Omerker* .....

Usual address *3/19 The Boulevard, Mildura* .....

586107A

Order to Register

Duty Use Only

Please register and issue the Certificate of Title to

# T2

Signed

Customer Code

Page 2 of 3

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000. Phone: 8636-2010

# Transfer of Land

## Section 45 Transfer of Land Act 1958

Dated: 14/1/2011

Parties: ONTARIO GREEN PTY LTD (ACN 135213044) and: J G KING PTY LTD (ACN 006 627 210)

Signatures of the Parties:

Executed by J G KING PTY LTD ACN 006 627 210 by being signed )  
by its Attorney - STEPHEN THOMAS BYRNE - under Power of Attorney )  
dated the 2<sup>nd</sup> day of January, 2008 in the presence of: )

STEPHEN THOMAS BYRNE

Witness

586107A

Order to Register

Duty Use Only

Please register and issue the Certificate of Title to

**T2**

Signed

Customer Code

Page 3 of 3

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Victoria, 570 Bourke Street, Melbourne, 3000. Phone: 8636-2010

## Schedule.

Office Use

Lease Renewal Fee \$ 195 +GST

Item 1: Date of Agreement: 29/03/2019

Item 2: Landlord: Name: Jason & Emily Gove  
Address: c/- 79 Pine Avenue Mildura

Item 3: Agent: Registered Business Name: Mildura Real Estate Pty Ltd – T/A Barry Plant Mildura  
Address: C/- 79 Pine Avenue Mildura  
Telephone: (03) 50214600 Facsimile: (03) 50214818  
Email: hmlrner@barryplant.com.au

Item 4: Tenant (1): Name: Youjoon Kim  
Address: 515 Ontario Avenue, Mildura, VIC, 3500

Item 5: Premises / Property: 515 ONTARIO AVENUE, MILDURA, VIC, 3500  
Including all chattels, fixtures and fittings as detailed in condition report.

Item 6: Rental: \$390 per week due to increase to \$400 per week on the 31/05/19 as per Notice  
Of Rental Increase served 28/03/2019  
Payable fortnightly in advance

Item 7: Commencing on: 06/04/2018

Item 8: Rental Payments to Landlord/Agent at: Via BPay payment system or centrepay

Item 9: Bond: \$1690 paid to Residential Tenancies Bond Authority

Item 10: Urgent Repairs: Please see attached – 'Urgent and Non Urgent Repairs Information'

Fixed Term Agreement:

Item 11: Term: 12 MONTHS  
Item 12: Commencement Date: 06/04/2019  
Item 13: Termination Date: 05/04/2020

ENTERED 

Unless the agreement is terminated in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.

### Periodic Tenancy:

Item 14: Commencement Date 06/04/2020

Signed by the Landlord/by Agent on behalf of Jason & Emily Gove



Signed by Tenant 1 Youjoon Kim



The Tenant hereby acknowledges having received a copy of the Consumer Affairs Victoria – Renting a Home Guide. Prior to the commencement of the lease agreement - two copies of the Condition Report and a copy of Tenancy Agreement will be provided in accordance with the provisions of the Residential Tenancies Act 1997. These may be given in accordance with our Electronic Communications Policy (attached).

The premises shall be used for residential purposes for (2) Adults and (3) Children only.

Signed by Tenant/s:

  
Youjoon Kim

Date: 29/3/19

## Residential Tenancy Agreement.

515 ONTARIO AVENUE, MILDURA, VIC, 3500

### Residential Tenancies Act 1997 (Including any subsequent replacement or amended Act)

1. This agreement is made on the date specified in item 1 in the Schedule hereto between the Landlord whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the Tenant whose name and address is specified in item 4 of the Schedule.

#### Premises and Rent

The Landlord lets to the Tenant and Premises specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the Rental shall be the amount specified in item 6 in the Schedule of which the first installment is payable on the date specified in item 7 of the Schedule and payable by the Tenant to the party specified in item 8 in the Schedule.

#### Bond

The Tenant shall pay a Bond of the amount specified in item 9 of the Schedule to the Landlord/Agent on or before the signing of this Agreement.

In Accordance with the Residential Tenancies Act 1997, or any subsequent replacement Act, the Landlord/Agent must lodge the Bond with the Residential Tenancies Authority within 5 business days of receiving the Bond.

#### Fixed Term Tenancy

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

#### OR

#### Periodic Tenancy

This Agreement shall commence on the date specified in item 14 in the Schedule and continue until terminated in accordance with Residential Tenancies Act 1997.

2. **Condition of the Premises**  
The Landlord shall make sure that the premises are maintained in good repair.
3. **Damage to the Premises**
  - (a) The Tenant shall make sure that care is taken to avoid damaging the rented premises.
  - (b) The Tenant must take reasonable care to avoid damaging the premises and any common areas.
  - (c) The Tenant who becomes aware of the damage to the rented premises must give notice to the Landlord of any damage to the premises as soon as practical.
4. **Cleanliness of the premises**
  - (a) The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant shall enter into occupation of the premises.
  - (b) The Tenant shall keep the premises in a reasonably clean condition during the period of Tenancy.
5. **Use of premises**
  - (a) The Tenant shall not use or allow the premises to be used for any illegal purpose.
  - (b) The Tenant shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause any interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.
6. **Quiet Enjoyment**  
The Landlord shall take all reasonable steps to make sure that the Tenant has quiet enjoyment of the premises.
7. **Assignment or sub-letting**
  - (a) The Tenant shall not assign or sub-let the whole or any part of the premises without the written consent of the Landlord. The Landlord's consent shall not be unreasonably withheld.
  - (b) The Landlord shall not be liable for any fees, costs or charges incurred by the Landlord in relation to the preparation of an assignment in writing pursuant to this Agreement.
8. **Residential Tenancies Act 1997 – or any subsequent replacement of The Residential Tenancies Act 1997.**  
Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties)

Signed by Tenant/s: \_\_\_\_\_

  
Youjoon Kim


Date: 29.3.19

#### ADDITIONAL TERMS

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

9. The Agreement may be amended only by an Agreement in writing signed by the Landlord or Agent and the Tenant.
10. The Tenant acknowledges that they have inspected the rented premises and agree to accept the property in its present condition.
11. The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the premises for the Tenant's purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein, or any future or intended improvements to the premises.
12. The Tenant hereby acknowledges that only those persons named in Item 4 of the Schedule may occupy the premises. No additional person/s shall occupy the premises without the prior written consent of the Landlord or Agent. In the case where there is more than one tenant being named in Item 4 of the Schedule and one of the said tenants wishes to vacate, then Barry Plant Real Estate must be notified immediately. If a substitute tenant is to occupy the premises he/she will first submit a tenancy application form to Barry Plant Real Estate and gain the permission of the Landlord before moving into the rented premises. Furthermore, the tenants acknowledge and agree that there may be a fee payable to the agent for the preparation of an assignment in writing of this Agreement.
13. The Tenant shall not use the premises, or part thereof, for any purposes other than for residential purposes without the written consent of the Landlord.
14. The Tenant acknowledges that whilst all due care has been taken by the Landlord and the Agent, it cannot be guaranteed that all keys held by previous occupiers of the property have been returned.
15. The Landlord acknowledges the Tenant's right to change the locks on the premises providing a duplicate is supplied to the Agent. The Landlord also acknowledges the Tenant's right to change the alarm code on the premises providing the Agent is immediately advised of the new alarm code.
16. The Tenant shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.
17. The Landlord/Agent does not guarantee that the premises has a telephone line that is connected from the rented premises to the street poles or to the phone exchange. The Tenant hereby agrees that all costs in connection with a fixed phone line to the property are at their own expense, and that any plate fixtures or fittings at the property does not indicate that there is a fixed phone line in place.
18. The Landlord/Agent does not guarantee that the phone line is capable of carrying at least ADSL2+ internet service and that there is more than one ISP that can provide internet service to the rented premises.
19. The Landlord/Agent does not guarantee that the premises can be connected to the NBN, or that any plate fixtures or fittings at the rented premises indicates that NBN is available to be provided.
20. The Tenant hereby agrees that the Landlord is not responsible for the costs associated with the installation or maintenance of NBN services, including but not limited to connections, servicing and batteries that may be required.
21. The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium The Landlord may make an application for compensation against the Tenant as a result expenses incurred as a consequence of any breach of this term.
22. The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Tenant or anyone on the premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the tenant.
23. The Tenant shall notify the Landlord or Agent immediately upon becoming aware of any damage or defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983 and Wrongs Act 1958.
24. The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Tenant and/or any invitees.
25. The Tenant acknowledges that it is the Tenant's responsibility upon the termination of the Agreement to deliver the keys to the premises to the Agent's office and to continue paying rent until such time as the keys are delivered. The tenant further understands that they must return to the agent, any extra duplicate keys that the tenant has made.

Signed by Tenant/s:

  
Youjoon Kim

Date: 29/3/19

**ADDITIONAL TERMS**

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

26. The Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
27. The Tenant hereby agrees that no pets are to be allowed on any part of the property, inside or outside, of the rented premises at any time. The Tenant shall not keep any animal, bird or pet on the premises without the written consent of the Landlord. (Note: written consent of the Owners Corporation will be necessary where Strata rules apply).
28. The Tenant shall at the Tenant's expense replace all consumable items such as lighting tubes, globes and down-lights to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
29. The Tenant shall not hang out any clothes outside the premises other than where provision for the hanging clothes has been provided.
30. The Tenant shall deposit all rubbish including cartons and newspaper in a proper rubbish receptacle with a close fitting lid as required by Health Department of Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Tenant for collection by the Local Council or Health Department and returned to its allotted place. The tenant agrees to ensure that recyclable goods are disposed of in the allocated recycling bins, general household rubbish is only to be placed in the rubbish bin, and that garden waste is placed in the green recycling bin (if supplied).
31. The Tenant hereby acknowledges and agrees to monitor and clean the filters and vents at the property. This includes, but is not limited to, exhaust fans, return air vents, ducted heating and cooling, split air conditioner filters and range hood filters. Such items must be cleaned regularly to avoid clogging and building up grime and/or dust. Furthermore all rooms are to be kept well ventilated to avoid the presence and/or build-up of mould. Any mould should be cleaned/treated with an appropriate cleaning agent, and the Landlord or Agent must be notified.
32. The Tenant must not install any fixed or portable pool, spa, Jacuzzi or any such structures used for swimming, paddling or wading. In accordance with Building Regulations 2006, part 703 and 1220 it is illegal to have such structures on the premises without the correct safety barriers. The Tenant hereby agrees and acknowledges not to install any swimming pool, spa, Jacuzzi and any such structures used principally for swimming, paddling or wading. Please note: a swimming pool means a swimming pool or spa or any excavation or structure capable of containing a depth of water greater than 300 millimeters.
33. The Tenant shall not keep or use inside the premises any portable gas bottle appliances, kerosene heaters, oil burning heaters or heaters of similar kind, but not limited to outdoor gas patio heaters, charcoal heaters or wood chip heaters. Outdoor patio heaters may be used outdoors only, and must not be used inside the rented premises.
34. The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
35. The Tenant shall allow the Landlord or his Agent to put on the premises a notice or notices 'for lease' during the last month of the term of this Agreement.
36. The Tenant agrees to allow access for re-letting purposes for at least the last 14 days of the tenancy period, in accordance with the Residential Tenancies Act 1997.
37. The Tenant shall also allow the Landlord or his Agent to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises by the Landlord or his Agent to present the property to prospective purchasers or Tenants upon 24 hours' notice or by Agreement with Tenant and the Landlord or the Landlord's Agent, consistent with the governing legislation.
38. No consent or waiver of any breach by the Tenant of the Tenant's obligations under the Residential Tenancies Act 1997 shall prevent the Landlord from subsequently enforcing any of the provisions of the Agreement.
39. The Tenant agrees to observe and be bound by the Constitution and/or Articles of Association of the Service Company or the Rules of the Owners Corporation (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the Owners Corporation Regulations, if not amended, apply to all Owners Corporation.
40. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the Landlord may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least 60 days' notice of the increase.

Signed by Tenant/s:



Youjoon Kim

Date: 29/3/19

#### ADDITIONAL TERMS

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

41. The Tenant agrees to fully and regularly maintain and water the garden area, including the trees and shrubs. The Tenant also agrees to regularly weed all garden beds, water all plants and lawns, mow the lawns and trim the edges and remove all garden rubbish from the property.
42. The Tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property including common property. The Tenant also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or land or common property on which it is situated to their original condition forthwith.
43. The Tenant acknowledges that pursuant to The Residential Tenancies Act 1997, the Tenant shall not refuse to pay rent on the ground that the Tenant intends to regard as rent paid by the Tenant, the Bond or any part of the Bond paid in respect of the Premises. The Tenant acknowledges that failure to abide by this section of The Act may render the tenant liable to a penalty of 20 penalty units.
44. The Landlord must provide smoke detectors to the rented premises in accordance with Building Regulations. The Tenant must not tamper with, cover or remove the battery at any time. If during the term of the tenancy the Tenant becomes aware that the smoke detectors is not, or may not be, in proper working order the Tenant is required to notify the Agent immediately.
45. The Tenant must ensure the safe use of electricity and power boards. The Tenant may use one power board per power unit but shall not plug a power board into another power board.
46. The Tenant acknowledges that the Landlord's insurance policies will not provide cover for the Tenants possessions. The Tenant hereby acknowledges that they have been advised that insurance is available to protect their belongings and to cover damages to the Landlord's property that they may be held liable for.
47. The Tenant is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water system, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Landlord, to relight a pilot where this is the only issue the Tenant will be liable for all costs.
48. The Tenant is hereby responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith's charges where keys are mislaid or lost.
49. The Agent does not guarantee that spare keys for the property are available. Misplaced or lost keys may require a locksmith to assist Tenants back into their rental property – this is at the Tenants cost.
50. If the Tenant wishes to vacate the property prior to the expiration of this lease, the tenants agree to the following:-
  - (a) Pay all rent until a suitable replacement tenant commences a tenancy or the expiration of the lease, whichever happens first, and pay all costs as required to maintain lawns, gardens and any other services required to keep the property in accordance with this agreement.
  - (b) Pay advertising & board costs associated with the re-letting, calculated on a pro rata basis based on the balance of the lease term plus GST.
  - (c) Pay letting fees, calculated on a pro rata basis based on the balance of the lease term plus GST.
  - (d) Pay costs relating to database checks on applicants.
  - (e) It is further agreed that the Bond will be held by the RTBA until such time as the premises has been re-let and these costs are paid by the tenant, or the tenant agrees to deduct these costs from the Bond.
51. The Tenant understands and accepts that payment for water usage is the Tenant's responsibility in all properties that are separately metered. Furthermore, it is the Tenant's responsibility to arrange meter readings to be taken when they enter into occupation of the premises and again when they vacate the premises. Failure to do so may result in water being charged for dates outside of their tenancy period.
52. The Tenant shall not paint or affix any sign or antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without prior written consent of the Landlord or Agent.
53. The Tenant must ensure that all furniture in the premises (particularly heavyweight items) is securely positioned to safeguard against the risk of injury. The Tenant may submit a written request to the Landlord or Agent for furniture to be affixed to the premises, which the Landlord or Agent must not unreasonably refuse.
54. The Tenant understands and accepts the Agent will conduct routine inspections in accordance with the provisions of The Act. Digital photographs and video of the property may be taken to provide the owner with a visual record of the property as required.

Signed by Tenant/s: \_\_\_\_\_


  
Youjoon Kim

Date: 29/3/19



55. The Tenant acknowledges that the Agent may not accept rental payments in cash via the office without prior approval. Payments can only be made in the manner specified in Item 8 of the Schedule. All rental payments shall be made in full, on time and in advance. Any costs incurred by the Agent to retrieve rental arrears or to process additional part payments shall be met by the Tenant.
56. The Tenant hereby agrees to professionally steam clean all carpets at the rented premises at the termination of their tenancy, and return the premises in a reasonably clean condition in accordance with The Residential Tenancies Act.
57. The Tenant hereby agrees that the interior of the premises is strictly non-smoking. Smoking may be permitted outside, however doors and windows adjoining must be closed to prevent any smoke entering the premises.
58. The Tenant hereby agrees that the Agent/Landlord will provide all Tenant phone and email contact details to maintenance contractors and suppliers throughout the tenancy period, to facilitate access to the property to enable the Landlord to carry out their Duties under the Act.
59. If the Tenant wishes to vacate the premises at the expiration of this Agreement the Tenant shall give the Landlord or Agent written notice of the Tenant's intention to vacate 28 days prior to the expiration of the Agreement.
60. If the Tenant remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement, the Tenant must give written notice of the Tenant's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives notice.
61. The Tenant hereby agrees to pay the rent to the vacating date and/or upon delivery of vacant possession. The Tenant agrees that any variation of the vacating date must be applied for in writing and agreed to by the Landlord or the Agent, and if necessary any approved tenant for the rented premises.
62. The Tenant acknowledges that it has received a Condition Report from the Agent prior to its occupation of the premises and it is their responsibility to return a signed copy of the Condition Report to the agent within three (3) business days of the commencement of the lease. Should the Tenant fail to return a signed copy of the Condition Report with additional notations, the office copy will serve as evidence as to the condition of the property at the commencement of the tenancy.
63. The Tenant acknowledges and confirms that where the Agent/Landlord requires written notice, a SMS / text message will not be accepted as written notice for the purpose of this lease.

Signed by Tenant/s:

  
Youjoon Kim

Date: 29/3/19





## URGENT AND NON-URGENT REPAIRS INFORMATION

### Urgent Repairs:

Residential Tenancies Act 1997 - Section 66 3(b) - Landlord must give certain information:

- (i) Barry Plant Mildura are able to authorise urgent repairs:
- (ii) The maximum amount for repairs which the agent can authorise is: \$1800 (as per authority)
- (iii) Barry Plant Mildura telephone number for urgent repairs is: (03) 50214600

Under the Residential Tenancies Act 1997, "urgent repairs" means any work necessary to repair or remedy—

- (a) a burst water service; or
- (b) a blocked or broken lavatory system; or
- (c) a serious roof leak; or
- (d) a gas leak; or
- (e) a dangerous electrical fault; or
- (f) flooding or serious flood damage; or
- (g) serious storm or fire damage; or
- (h) a failure or breakdown of any essential service or appliance provided for hot water, water, cooking, heating or laundering by a landlord in rented premises; or
- (i) a failure or breakdown of the gas, electricity or water supply to rented premises; or
- (j) an appliance, fitting or fixture provided by a landlord, that uses or supplies water and that is malfunctioning in a way that results or will result in a substantial amount of water being wasted; or
- (k) any fault or damage that makes rented premises, unsafe or insecure; or
- (l) a serious fault in a lift or staircase; or
- (m) any damage of a prescribed class;

### Non Urgent Repairs:

Under the Residential Tenancies Act 1997, a non-urgent repair is any repair that falls outside the definition of an urgent repair.

We require all requests for repairs to be lodged in writing. Maintenance requests can be submitted via our website, [www.barryplant.com.au/mildura](http://www.barryplant.com.au/mildura) by email [hmliner@barryplant.com.au](mailto:hmliner@barryplant.com.au), fax (03) 50214818 or post to our office.

Signed by Tenant/s: \_\_\_\_\_

Yujuoon Kim

Date: 29/3/19



Lease Annexure 1.

PROHIBITING SUBLETTING & SHORT TERM ACCOMMODATION  
AT THE RENTED PREMISES

This annexure forms part of the 'additional terms' of the Residential Tenancy Agreement between:

Jason and Emily Gove as the Landlord and Youjoon Kim as the Tenant/s for the premises situated at 515 Ontario Avenue, Mildura, VIC, 3500.

The Tenant agrees that this Lease Annexure is a core term of this tenancy agreement and that they are prohibited to lease/rent the whole or any part of the premises for any short stay accommodation purposes.

The entire premises has been leased for the exclusive residential possession of the Tenant/s named in Item 4 of the Schedule, and as such, no part of the rented premises may be leased to, or occupied by, any other person/s without the Landlord's written permission

The Landlord and Tenant hereby agree that if the tenant is found to be advertising short term stays for any reward, and this is brought to the tenant's attention by the Landlord or Agent, the Landlord can give a 14-day Notice to Vacate the premises for illegal subletting and apply to the Tribunal for possession of the premises.

It is strictly prohibited to enter into a licence agreement with any other party, or allow short or long term guests to reside in the premises, including, but not limited to companies such as, but not limited to, Airbnb, Roomorama and Couchsurfing.

The Tenant/s hereby acknowledge having specifically read and understood this clause and understands that the premises cannot be sublet at any time throughout the tenancy.

Signed by Tenant/s:

Youjoon Kim

Date:

29/3/19

## Lease Annexure 2.

### ELECTRONIC COMMUNICATIONS DELIVERY POLICY – DISCLOSURE AND CONSENT FORM

This policy describes how Barry Plant Mildura delivers communications to you electronically.

Electronic Transactions Act (Vic) 2000 as Amended & Electronics Transactions Act (Cth) 1999

You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures that we provide in connection with you and your use of our Real Estate/Property Management services.

**Communications include:**

- Tenancy agreements and lease renewals;
- Condition reports;
- Rent receipts; (upon request)
- Rent arrears notifications;
- Confirmation of maintenance works;
- All Notices & Notices to Vacate;
- Notices of Entry, confirmation of inspections;
- Copies of Notices and documents
- Any other information that is required to be communicated.

We will provide these communications to you by emailing them to you at the primary email address listed in your tenancy application; as appears below, or any alternate email address that you have provide to our office in writing. SMS notifications may also be sent to you using the mobile phone number listed on your tenancy application.

**Updating your contact information**

It is your responsibility to keep your primary email address up to date so that Barry Plant can communicate with you electronically. You may choose to provide an alternate email address to our office. You understand and agree that if Barry Plant Mildura sends you an Electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive Electronic Communications, Barry Plant Mildura will be deemed to have served the communication to you.

**How to withdraw your consent**

You may withdraw your consent to receive communications electronically by writing to us [hmlner@barryplant.com.au](mailto:hmlner@barryplant.com.au) or by contacting us via the "Contact Us" link on our website.

Signed by Youjoon Kim: \_\_\_\_\_

Email address: \_\_\_\_\_

*yujoon00@gmail.com*

Date: *29/3/19*

### Lease Annexure 3.

## GARDENING CLAUSE

This annexure forms part of the 'additional terms' of the Residential Tenancy Agreement between:

Jason and Emily Gove as the Landlord and Youjoon Kim as the Tenant/s for the premises situated at 515 Ontario Avenue, Mildura, VIC, 3500.

The garden areas of the rented premises shall be presented in a clean and tidy manner at all times.

The tenant's hereby agree to take full responsibility at their own expense for the maintenance of the lawn and all garden areas including the nature strip.

This Includes:

- Mowing and edging of all lawns
- Weeding of garden beds, sweeping of driveways and paths and removal of fallen leaves.
- Adequate watering of all plants and grass areas

If in the opinion of the Landlord or Agent, the gardens are not maintained to a good standard, the Landlord/Agent may provide fourteen (14) days written notice to the Tenants to rectify the breach.

Failure to rectify the breach may result in the Landlord/Agent engaging a gardener to carry out the necessary garden maintenance and the cost shall be borne by the tenants.

Signed by Tenant/s:

  
Youjoon Kim

Date: 29/2/19

## Lease Annexure 4.

### BALCONY AND DECKING AREA CLAUSE

This annexure forms part of the 'additional terms' of the Residential Tenancy Agreement between:

Jason and Emily Gove as the Landlord and Youjoon Kim as the Tenant/s for the premises situated at 515 Ontario Avenue, Mildura, VIC, 3500.

The balcony and decking areas forming part of the rented premises shall be preserved in a clean and tidy manner at all times.

If in the opinion of the Landlord or Agent, the balcony / deck is not maintained to a good standard, the Landlord/Agent may provide fourteen (14) days written notice to the Tenants to rectify the breach.

The tenants must immediately notify the Landlord where there is a problem with the deck or balcony including:

- Loose handrails and balustrades that should be solid and fixed;
- Pooling of water on the deck or balcony surface;
- Loose, weak or broken decking boards;
- Movement in the main supporting beams and framework; and
- Any other problem that would reasonably be considered a safety hazard.

The tenants may not throw, place, drop, or allow to fall any article or substance from or out of the rented premises and shall not place any article or substance on any sill, balcony, terrace, or ledge or other similar part of the rented premises.

The tenants may not permit an excess number of people and objects on a deck or balcony, which in the reasonable opinion of the Landlord is likely to exceed the load that the deck or balcony was designed to hold.

Signed by Tenant/s:

  
Youjoon Kim

Date: 29/3/19

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 06 August 2020 12:41 PM

**Lot and Plan Number:** Lot 34 PS629646

**Address:** 515 ONTARIO AVENUE MILDURA 3500

**Standard Parcel Identifier (SPI):** 34\PS629646

**Local Government (Council):** MILDURA **Council Property Number:** 409466

**Directory Reference:** VicRoads 534 H9

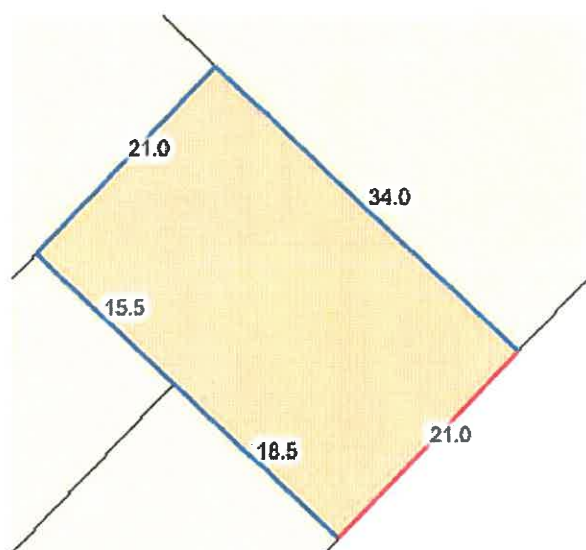
**This parcel is not in a designated bushfire prone area.**

**No special bushfire construction requirements apply. Planning provisions may apply.**

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

### Site Dimensions

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



Copyright © - State Government of Victoria

**Area:** 712 sq. m

**Perimeter:** 109 m

For this parcel:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

For more accurate dimensions get copy of plan at  
**Title and Property Certificates**

### State Electorates

**Legislative Council:** NORTHERN VICTORIA

**Legislative Assembly:** MILDURA

### Utilities

**Rural Water Corporation:** Lower Murray Water

**Urban Water Corporation:** Lower Murray Water

**Melbourne Water:** outside drainage boundary

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

Planning information continued on next page

## Planning Zone Summary

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

**Planning Overlays:** DESIGN AND DEVELOPMENT OVERLAY (DDO)  
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)  
DEVELOPMENT PLAN OVERLAY (DPO)  
DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)  
SALINITY MANAGEMENT OVERLAY (SMO)  
SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)  
SPECIFIC CONTROLS OVERLAY (SCO)  
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 5 August 2020.

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

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

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

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

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

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

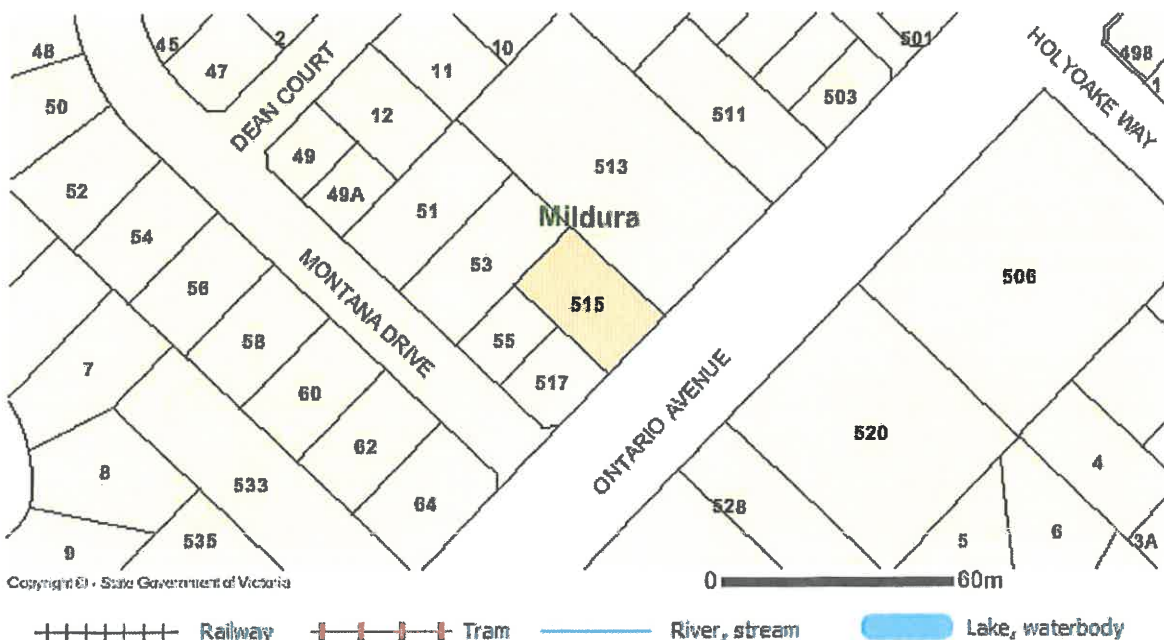
The Planning Property Report includes separate maps of zones and overlays

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

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

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Area Map



# PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 06 August 2020 12:43 PM

## PROPERTY DETAILS

Address: **515 ONTARIO AVENUE MILDURA 3500**  
Lot and Plan Number: **Lot 34 PS629646**  
Standard Parcel Identifier (SPI): **34\PS629646**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **409466**  
Planning Scheme: **Mildura**  
Directory Reference: **Vicroads 534 H9**

[www.mildura.vic.gov.au](http://www.mildura.vic.gov.au)

[Planning Scheme - Mildura](#)

## UTILITIES

Rural Water Corporation: **Lower Murray Water**  
Urban Water Corporation: **Lower Murray Water**  
Melbourne Water: **Outside drainage boundary**  
Power Distributor: **POWERCOR**

[View location in VicPlan](#)

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
Legislative Assembly: **MILDURA**

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



 **GRZ - General Residential**

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



# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Planning Overlays

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



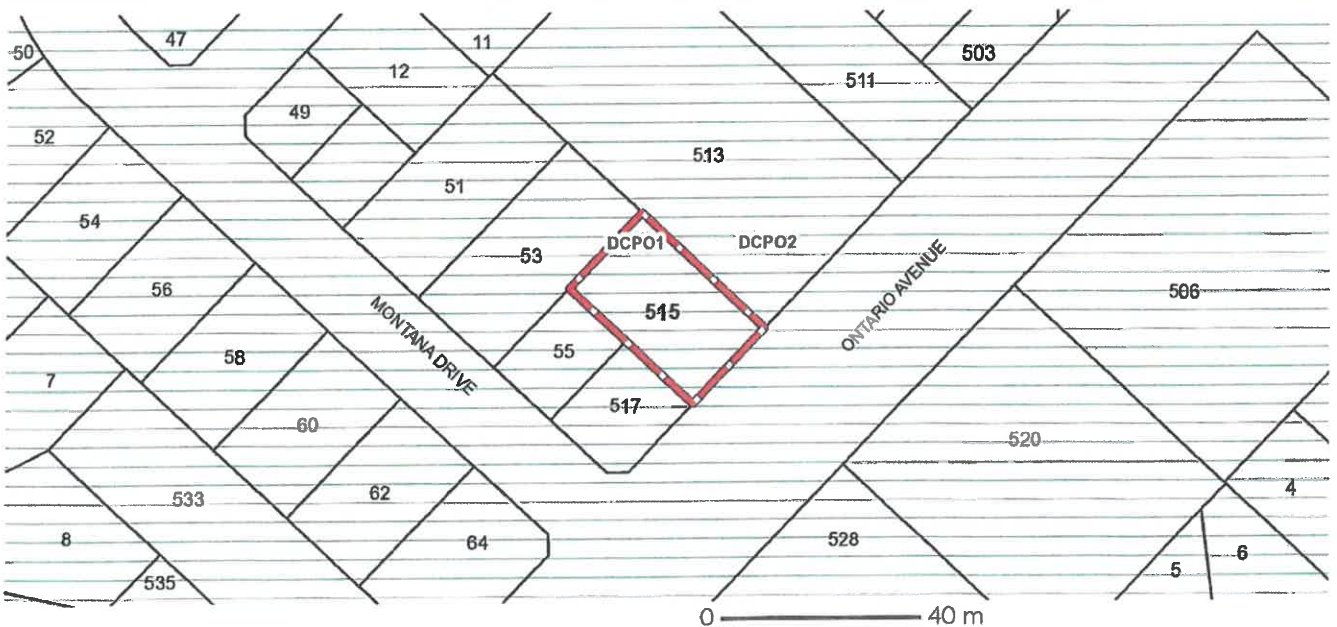
 **DDO - Design and Development**

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

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



 **DCPO - Development Contributions Plan**

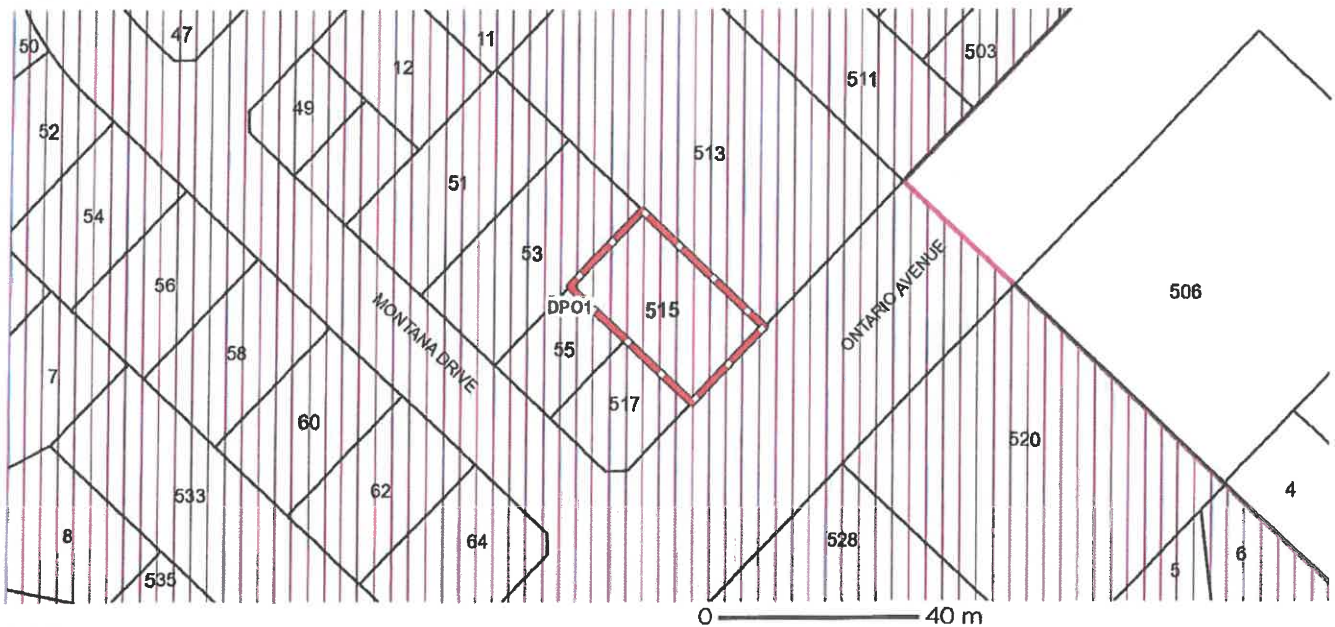
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

# PLANNING PROPERTY REPORT

## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)

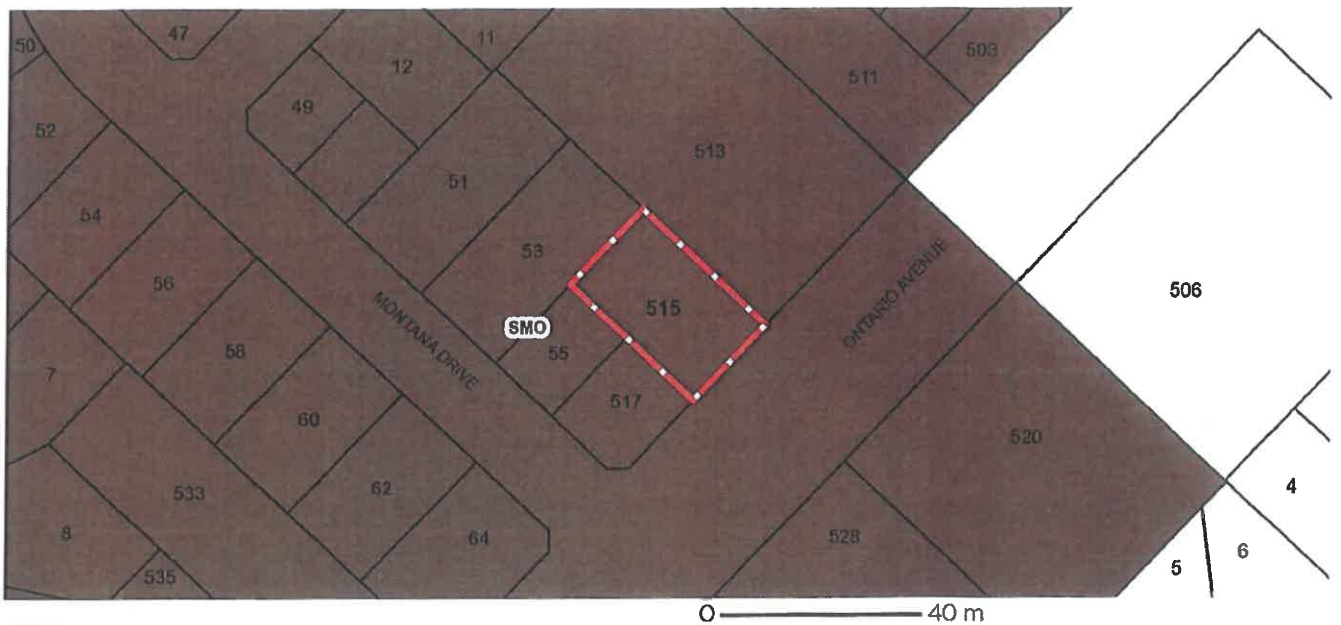


 **DPO - Development Plan**

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

### SALINITY MANAGEMENT OVERLAY (SMO)

#### SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)



 **SMO - Salinity Management**

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



# PLANNING PROPERTY REPORT

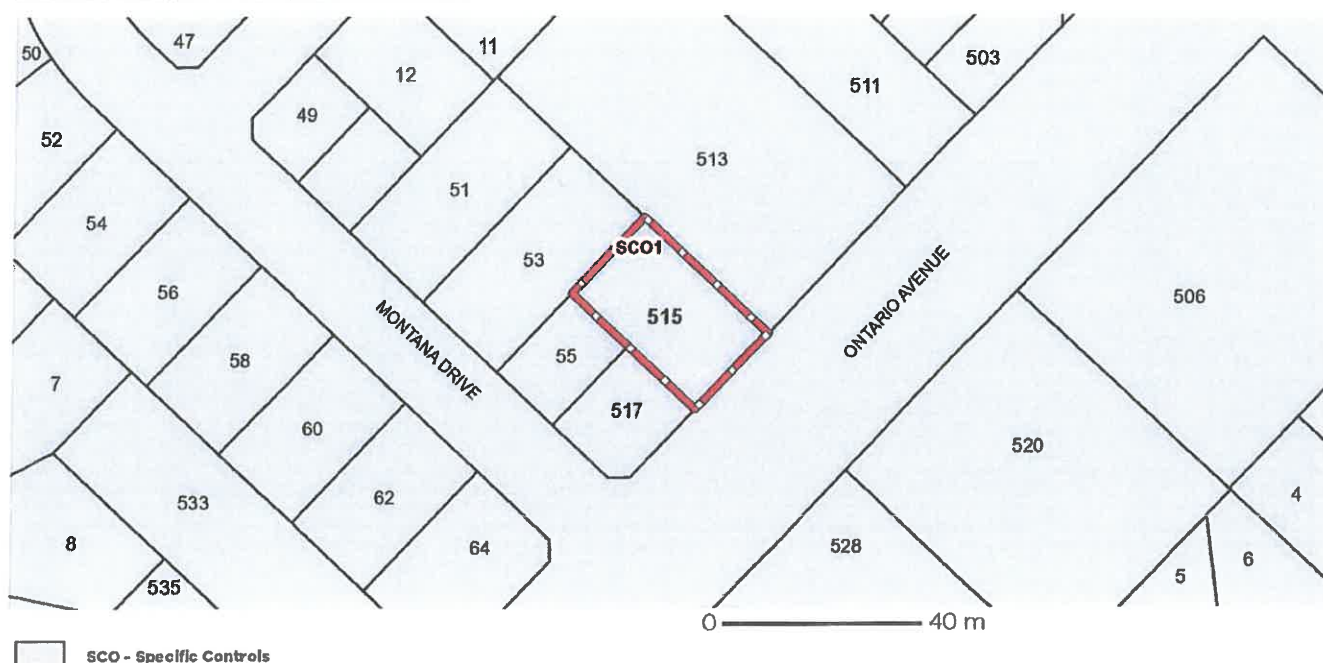


Environment,  
Land, Water  
and Planning

## Planning Overlays

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



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

## Further Planning Information

Planning scheme data last updated on 5 August 2020.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may 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.

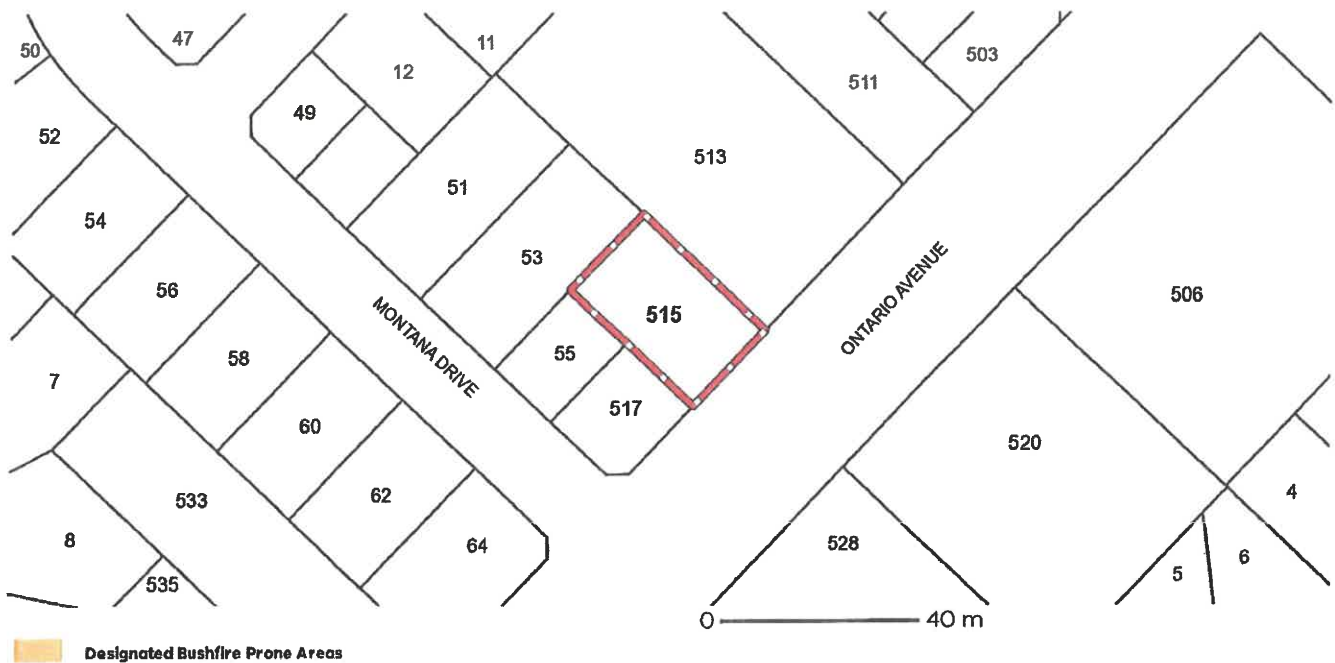
To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

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



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

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

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





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

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

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

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

## LEGEND

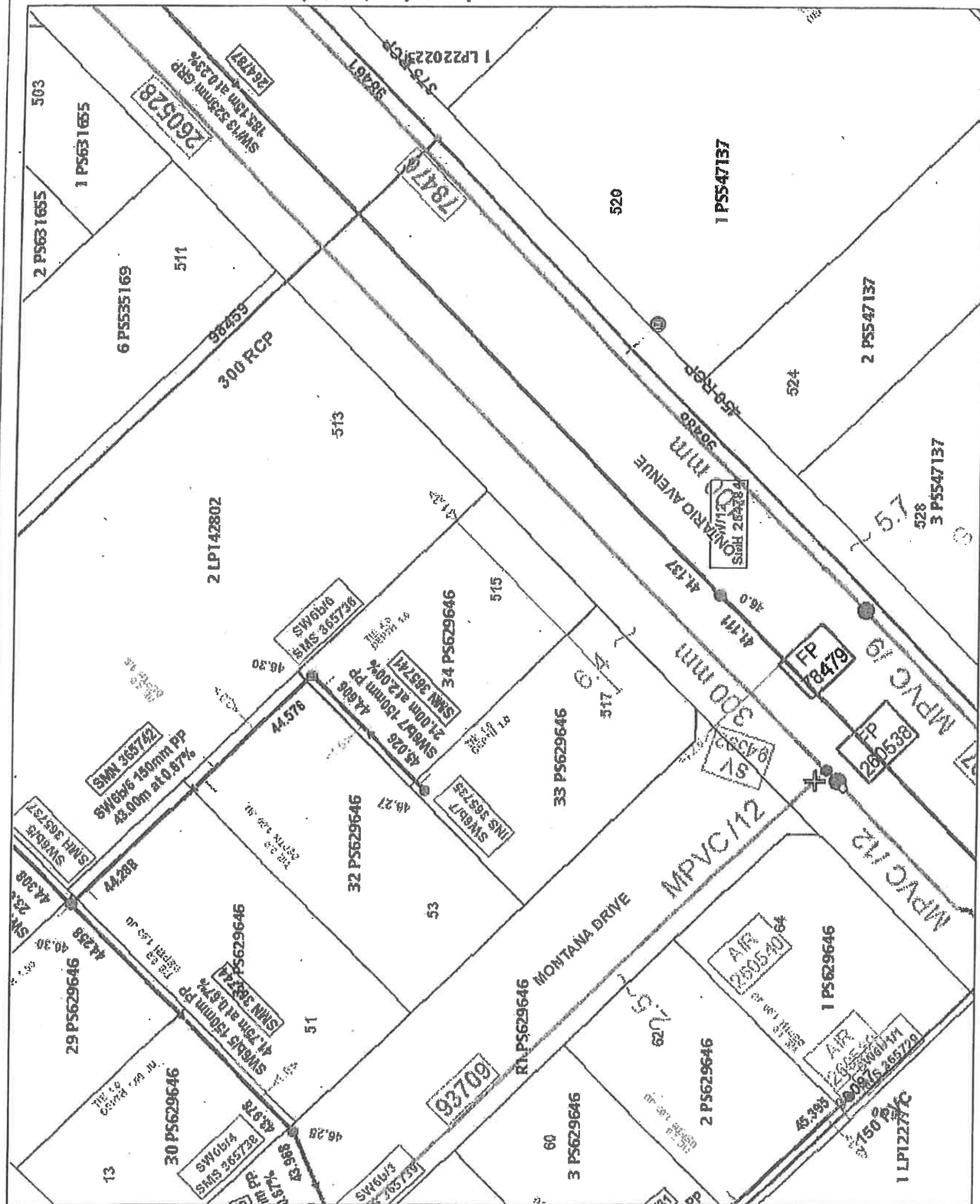
 <b>LMW Urban Sewer</b> - Gravity Pipeline - Rising Main Pipeline - Pressure Main Pipeline	 <b>LMW Urban Water Pipeline</b> - Pipeline - Channel	 <b>LMW Rural Irrigation</b> - Pipeline - Channel	 <b>LMW Rural Drainage</b> - Pipeline - Channel
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**LMW DISCLAIMER:**  
The accuracy and completeness shown on this plan is not guaranteed and therefore shall be used as a guide only. The user is responsible to prove locations and depths in the field. This information shall not be passed onto a third party.

**Note:**  
For further assistance please contact  
IMW.



Printed : 12/09/2012



**ATTACHMENT TO REQUEST FOR INFORMATION  
BUILDING REGULATION 51  
SALINITY AFFECTING THE MUNICIPALITY**

Some land within the municipality of the Mildura Rural City Council contains high levels of salt resulting in a condition commonly referred to as 'salinity'. Salinity can result in 'salt damp' or 'rising damp and salt attack' which can cause damage to certain building materials such as concrete and masonry.

Council recommends that you make your own inquiries regarding the presence of high salinity on land which you own or are considering to purchase.

If you are proposing to construct buildings on land in the municipality, you should ascertain whether or not special measures should be taken during the construction of these buildings to minimise any effects that salinity may have.

Council provides this information to assist you to make informed decisions about existing buildings or the construction of new buildings in high salinity areas.

Yours sincerely

A handwritten signature in dark ink, appearing to be 'Mark Yantzes', written over a horizontal line.

**Mark Yantzes**

**MUNICIPAL BUILDING SURVEYOR**

MY/mn

# Due diligence checklist for home buyers

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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. This page contains links to organisations and web pages that can help you learn more.

From 1 October 2014, all sellers or estate agents must make this checklist available to potential buyers.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 140KB\)](#).

## Urban living

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.

For more information, visit the [Commercial and industrial noise page on the Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

## Buying into 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.

For more information, view our [Owners Corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

## Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Planning, Transport and Local Infrastructure website](#).

## Flood and fire risk

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.

More information:

- [Australian Flood Risk Information Portal - Geoscience Australia website](#)
- [Melbourne Water website](#)
- [Mallee Catchment Management Authority website](#)
- » [North Central Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- » [Bushfire Management Overlay in planning schemes - Department of Transport, Planning and Local infrastructure website](#)
- [Building in bushfire prone areas - Department of Transport, Planning and Local Infrastructure website.](#)

## Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [new landholders section on the Department of Environment and Primary Industries website](#).
- » Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native Vegetation page on the Department of Environment and Primary industries website](#).
- » Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Department of Environment and Primary Industries website](#).
- Can you build new dwellings? Contact the local council for more information.
- » 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? For more information, visit the [Department of Environment and Primary Industries website](#).

## Earth resource activity, such as mining

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.

For more information, visit the [CeoVic page on the Department of State Development Business and Innovation website](#) and the [Information for community and landholders page on the Department of State Development Business and Innovation website](#).



## **Soil and groundwater contamination**

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.

For information on sites that have been audited for contamination, visit the [contaminated site management page on the Environment Protection Authority website](#).

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Miscellaneous practice and advisory notes page on the Department of Planning and Community Development website](#).

## **Land boundaries**

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.

For more information, visit the [Property and land titles page on the Department of Transport, Planning and Local Infrastructure website](#).

## **Planning controls affecting 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.

## **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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online on the Department of Planning and Community Development website](#).

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. [The Aboriginal Heritage Planning Tool on the Department of Premier and Cabinet website](#) can help determine whether a cultural heritage management plan is required for a proposed activity

## **Safety**

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website](#).

## **Building permits**

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.

For more information about building regulation, visit our Building and renovating section.

## **Aboriginal cultural heritage and building plans**

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Aboriginal Cultural Heritage Planning Tool section on the Department of Premier and Cabinet website](#).

## **Insurance cover for recent building or renovation works**

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website](#).

## **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.

For more information, visit the [Choosing a retailer page on the Your Choice website](#).

For information on possible impacts of easements, visit the [Caveats, covenants and easements page of the Department of Transport, Planning and Local Infrastructure website](#).

For information on the National Broadband Network (NBN) visit the [NBN Co website](#).

## Buyers' rights

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.

For more information, view our [Buying property section](#).

## Professional associations and bodies that may be helpful:

\* [Archicentre website](#)

[Association of Consulting Surveyors Victoria website](#)

[Australian Institute of Conveyancers \(Victorian Division\) website](#)

[Institute of Surveyors Victoria website](#)

[Law institute of Victoria website](#)

[Real Estate Institute of Victoria website](#)

[Strata Community Australia \(Victoria\) website](#).

Government of Victoria (Consumer Affairs Victoria) 2014

<http://www.consumer.vic.gov.au/duediligencechecklist> 5/5

**Vendor: Jason Mark Gove and Emily Gove**

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**Vendor's Section 32 Statement**

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**Property: 515 Ontario Avenue, Mildura**

**Vendor's Conveyancer:**  
**ALLSTATE CONVEYANCING SERVICES PTY. LTD.**  
**Of 170 Eighth Street, Mildura, Vic, 3500.**

**Phone: 03 50 235355**  
**Facsimile: 03 50 235653**  
**Ref: 20556 Gove (Sally)**