

# SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

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**Vendor:** Eric Salesh Ram and Jeenus Jyotika Charan

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**Property:** 7 Daytona Court MILDURA VIC 3500

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**VENDORS REPRESENTATIVE**  
Mildura Property Transfers Pty Ltd  
124A Eighth Street, Mildura 3500

PO Box 1012  
MILDURA VIC 3502

Tel: 03 5022 9300  
Email: [warrick@mildurapropertytransfers.com.au](mailto:warrick@mildurapropertytransfers.com.au)

Ref: Warrick Watts

SECTION 32 STATEMENT  
7 DAYTONA COURT MILDURA VIC 3500

1. FINANCIAL MATTERS

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

Provider	Amount (& interest if any)	Period
Lower Murray Water	\$ 175.05	Per quarter
Mildura Rural City Council	\$2,563.52	Per annum

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

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

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

2. INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

3. LAND USE

(a) RESTRICTIONS

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

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(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:

Responsible Authority: See attached Property Report

Zoning:

Planning Overlay/s:

**4. NOTICES**

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

**5. BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

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

**6. OWNERS CORPORATION**

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

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
  - land on which works are to be carried out under the agreement (other than Crown land).
  - land in respect of which a GAIC is imposed
- ~~(2) Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*):~~  
~~— any certificate of release from liability to pay;~~

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- ~~—any certificate of deferral of the liability to pay;~~
- ~~—any certificate of exemption from the liability to pay;~~
- ~~—any certificate of staged payment approval;~~
- ~~—any certificate of no GAIC liability;~~
- ~~—any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;~~
- ~~—any notice given under that Part providing evidence of an exemption of the liability to pay;~~

OR

- ~~—a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.~~

**8. SERVICES**

<b>Service</b>	<b>Status</b>
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

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

**9. TITLE**

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (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 Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing 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) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
  - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (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 -

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- (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 DILLIGENCE 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.

**DATE OF THIS STATEMENT**

17 / 6 /20 21

**Name of the Vendor**

Eric Salesh Ram and Jeenus Jyotika Charan

**Signature/s of the Vendor**



x

*Charan*

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

**DATE OF THIS ACKNOWLEDGMENT**

/ /20 21

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

**IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS**

**Undischarged mortgages – S32A(a)**

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

**Terms contracts – S32A(d)**

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

Register Search Statement - Volume 10967 Folio 934

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

VOLUME 10967 FOLIO 934

Security no : 124090577913A  
Produced 16/06/2021 03:11 PM

LAND DESCRIPTION

Lot 37 on Plan of Subdivision 537860C.  
PARENT TITLE Volume 10967 Folio 881  
Created by instrument PS537860C 14/09/2006

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
JEENUS JYOTIKA CHARAN  
ERIC SALESH RAM both of 7 RISBEY COURT MILURA VIC 3500  
AS121365E 29/04/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS121366C 29/04/2019  
COMMONWEALTH BANK OF AUSTRALIA

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 PS537860C 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: 7 DAYTONA COURT MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA  
Effective from 29/04/2019

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<b>PLAN OF SUBDIVISION</b>	Stage No. / LTO use only	PLAN NUMBER
	EDITION 1	PS 537860C

**Location of Land**  
 Parish: MILDURA  
 Township: \_\_\_\_\_  
 Section: \_\_\_\_\_  
 Crown Allotment: \_\_\_\_\_  
 Crown Portion: 2 (PART)

LTO base record: VICMAP DIGITAL PROPERTY  
 Title References: Vol \_\_\_\_\_ Fol \_\_\_\_\_

Last Plan Reference: PS 537859L (LOT A)  
 Postal Address: 1481-1505 ETIWANDA AVENUE,  
 MILDURA, 3500.

MGA Co-ordinates: E 605900  
 (01 approx. centre of plan) N 6213850 Zone 54

**Council Certification and Endorsement**  
 Council Name: MILDURA RURAL CITY COUNCIL Ref: \_\_\_\_\_

~~1. This plan is certified under section 6 of the Subdivision Act 1988.~~

2. This plan is certified under section 11(7) of the Subdivision Act 1988.  
 Date of original certification under section 6 / /

~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

**Open Space**

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made.

~~(ii) The requirement has been satisfied.~~

~~(iii) The requirement is to be satisfied in Stage \_\_\_\_\_.~~

Council Delegate  
 Council seal  
 Date / /

Re-certified under section 11(7) of the Subdivision Act 1988  
 Council Delegate  
 Council seal  
 Date 23 / 6 / 06

**Vesting of Roads or Reserves**

Identifier	Council/Body/Person
ROAD RI RESERVE No.1	MILDURA RURAL CITY COUNCIL MILDURA RURAL CITY COUNCIL

**Notations**

Depth Limitation: DOES NOT APPLY

Staging: This ~~is~~ is not a staged subdivision  
 Planning Permit No. 04/530

**OTHER NOTATIONS:**  
 THE RESERVATIONS AND CONDITIONS CONTAINED IN  
 TRANSFER 272719 AFFECT ALL LAND ON THIS PLAN.

Survey: This plan is / ~~is not~~ based on survey.  
 To be completed where applicable.  
 This survey has been connected to permanent marks no(s). 183, 774 & 1105  
 In Proclaimed Survey Area no. \_\_\_\_\_

Easement Information				
Legend: 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 DRAINAGE POWERLINE	2	PS 537859L THIS PLAN & SECTION 88 OF ELECTRICITY INDUSTRY ACT 2000.	LOWER MURRAY URBAN & RURAL WATER AUTHORITY MILDURA RURAL CITY COUNCIL POVERCOR AUSTRALIA LIMITED
E-2	DRAINAGE	SEE DIAG.	PS 537859L	MILDURA RURAL CITY COUNCIL
E-3	SEWERAGE	2	PS 537859L	LOWER MURRAY URBAN & RURAL WATER AUTHORITY
E-4	SEWERAGE	1.90	PS 537859L	LOWER MURRAY URBAN & RURAL WATER AUTHORITY
E-5	SEWERAGE	3	PS 537859L	LOWER MURRAY URBAN & RURAL WATER AUTHORITY
E-6	SEWERAGE	2	THIS PLAN	LOWER MURRAY URBAN & RURAL WATER AUTHORITY
E-7	DRAINAGE	2	THIS PLAN	MILDURA RURAL CITY COUNCIL
E-8	SEWERAGE DRAINAGE	2	PS 537859L THIS PLAN	LOWER MURRAY URBAN & RURAL WATER AUTHORITY MILDURA RURAL CITY COUNCIL
E-9	DRAINAGE SEWERAGE	2	THIS PLAN	MILDURA RURAL CITY COUNCIL LOWER MURRAY URBAN & RURAL WATER AUTHORITY
E-10	SEWERAGE DRAINAGE	3	PS 537859L	LOWER MURRAY URBAN & RURAL WATER AUTHORITY MILDURA RURAL CITY COUNCIL
E-11	SEWERAGE DRAINAGE	3	THIS PLAN	LOWER MURRAY URBAN & RURAL WATER AUTHORITY MILDURA RURAL CITY COUNCIL
E-12	DRAINAGE POWERLINE	5	PS 537859L THIS PLAN & SECTION 88 OF ELECTRICITY INDUSTRY ACT 2000.	MILDURA RURAL CITY COUNCIL POVERCOR AUSTRALIA LIMITED
E-13	POWERLINE	5	THIS PLAN & SECTION 88 OF ELECTRICITY INDUSTRY ACT 2000.	POVERCOR AUSTRALIA LIMITED
RI	WAY, DRAINAGE & SEWERAGE & THE SUPPLY OF WATER, GAS, ELECTRICITY & TELECOMMUNICATIONS.	SEE DIAG.	THIS PLAN	LOTS ON THIS PLAN

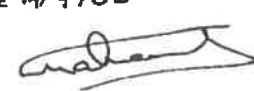
LTO use only \_\_\_\_\_  
 Statement of Compliance / Exemption Statement

Received

Date 8/9/06

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LTO use only \_\_\_\_\_  
 PLAN REGISTERED  
 TIME 2:23 PM  
 DATE 14/9/06



Assistant Registrar of Titles

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN  
 REF 7595/2 VERSION 5 DATE 8/6/2005 SIGNATURE \_\_\_\_\_

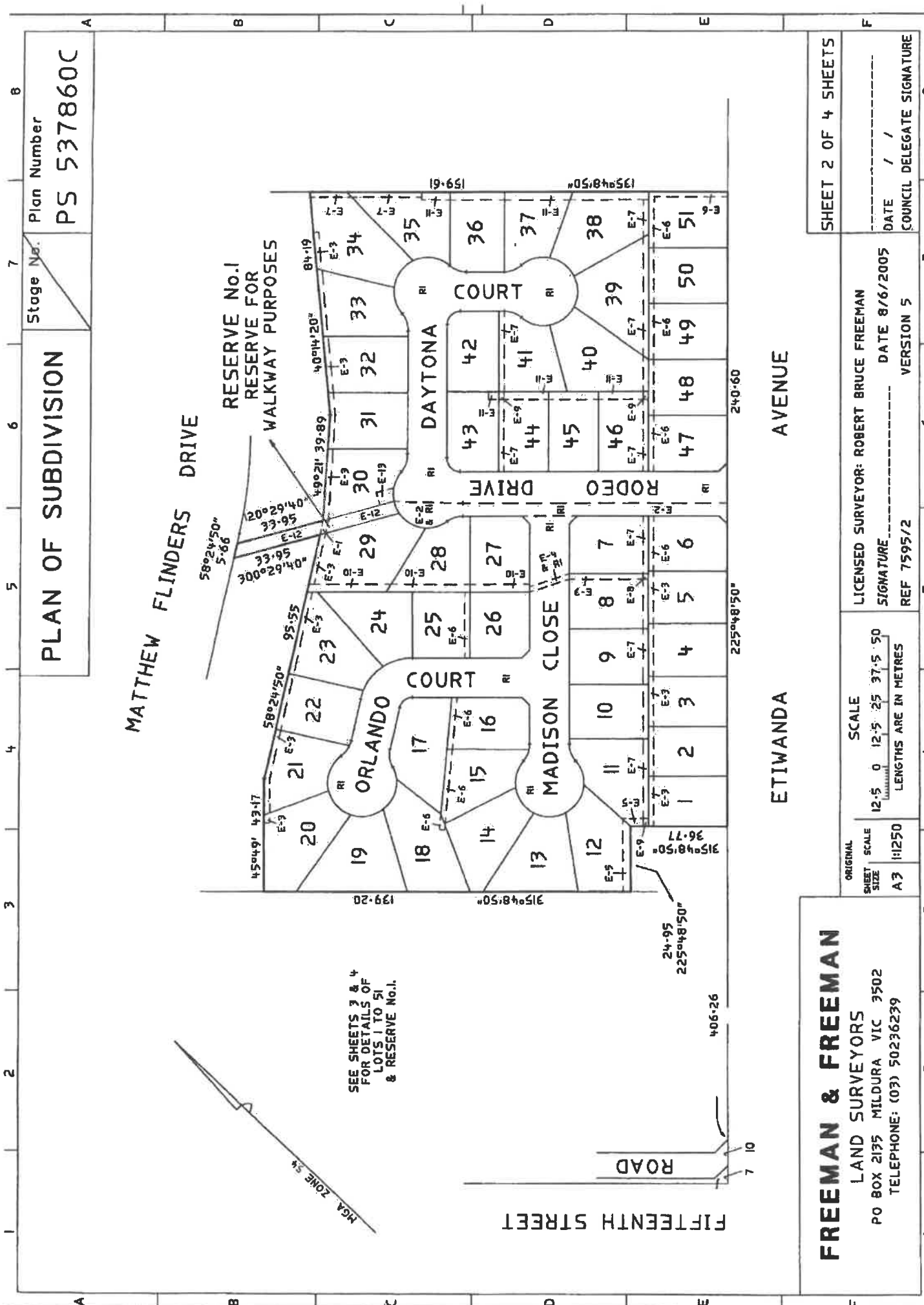
**FREEMAN & FREEMAN**  
 LAND SURVEYORS  
 PO BOX 2195 MILDURA VIC 3502  
 TELEPHONE: (03) 50236239

Sheet 1 of 4 Sheets

DATE / /  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

Original sheet also Δ 3





**FREEMAN & FREEMAN**  
 LAND SURVEYORS  
 PO BOX 2135 MILDURA VIC 3502  
 TELEPHONE: (03) 50236239

ORIGINAL SCALE  
 SHEET SIZE A3 1:1250  
 SCALE 12.5 0 12.5 25 37.5 50  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN  
 SIGNATURE \_\_\_\_\_ DATE 8/6/2005  
 REF 7595/2 VERSION 5

SHEET 2 OF 4 SHEETS  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

1 2 3 4 5 6 7 8  
 A B C D E F

# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 537860C

**ENLARGEMENT**  
SCALE 1:400

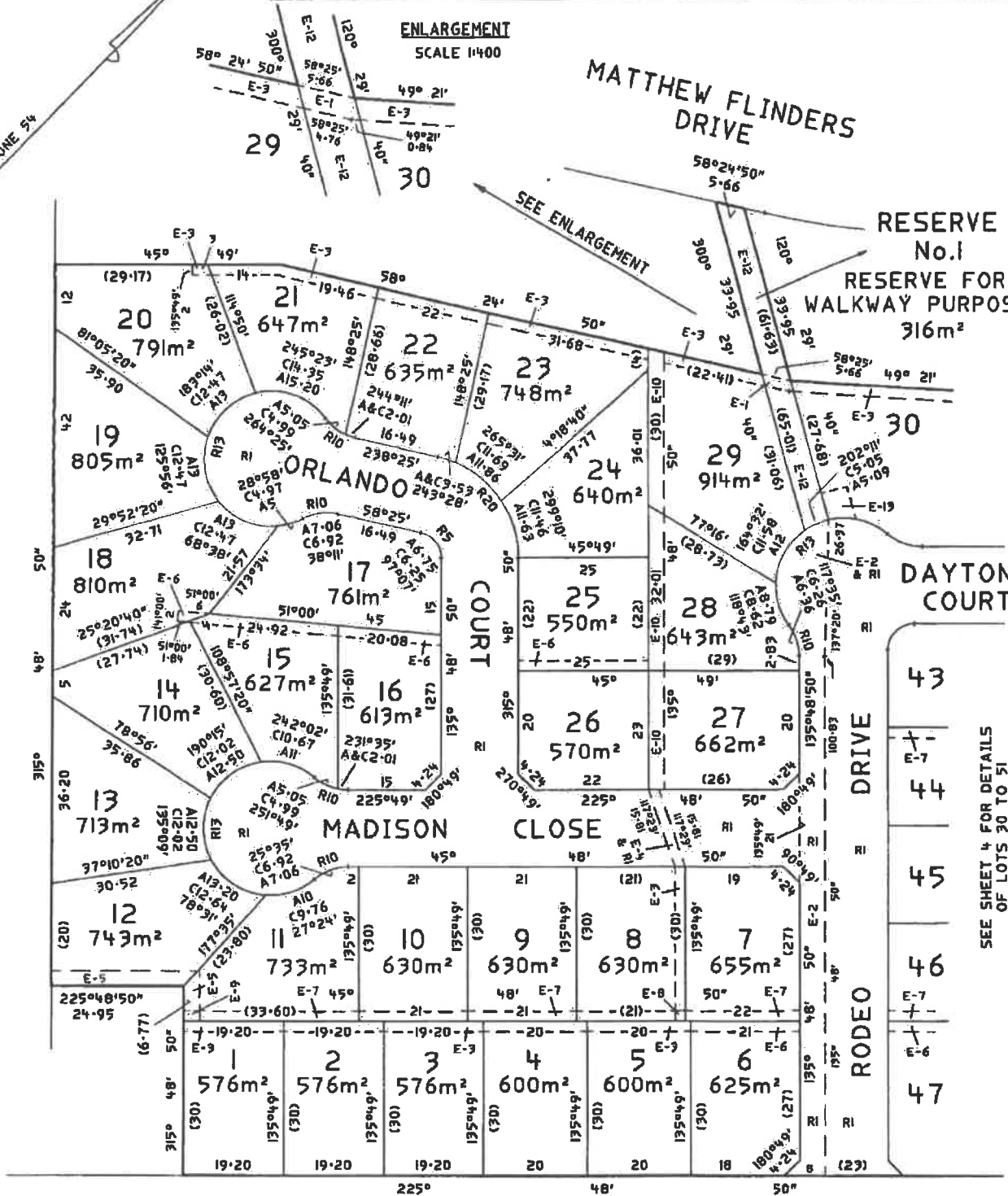
**MATTHEW FLINDERS DRIVE**

**RESERVE No.1**  
**RESERVE FOR WALKWAY PURPOSES**  
316m<sup>2</sup>

**DAYTONA COURT**

**RODEO DRIVE**

SEE SHEET 4 FOR DETAILS OF LOTS 30 TO 51



ETIWANDA

AVENUE

**FREEMAN & FREEMAN**

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502

TELEPHONE: (03) 50236239

SHEET 3 OF 4 SHEETS

ORIGINAL

SCALE

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN

SIGNATURE

DATE 8/6/2005

REF 7595/2

VERSION 5

DATE / /  
COUNCIL DELEGATE SIGNATURE

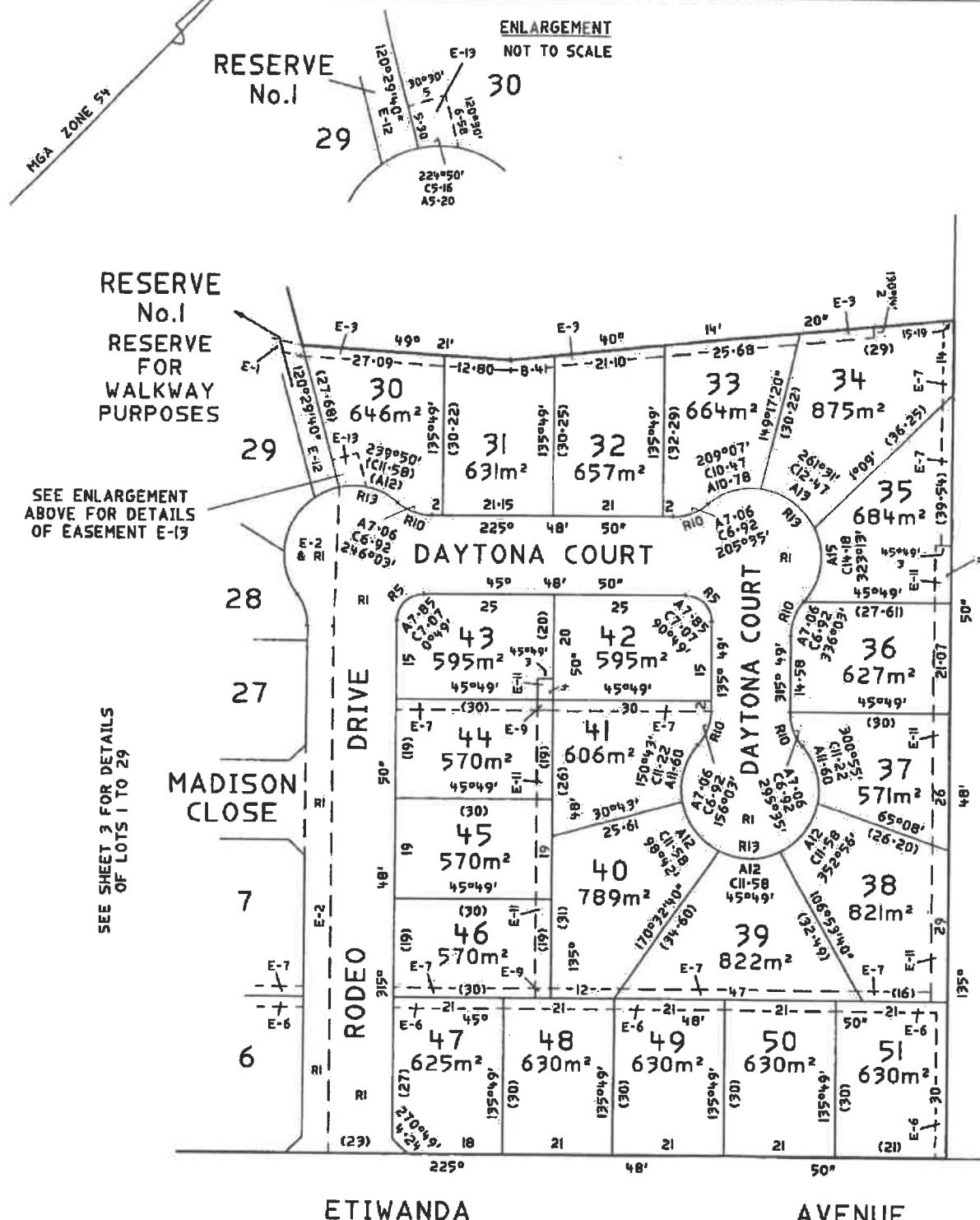
SHEET SIZE  
A3 1:800

SCALE  
0 8 16 24 32  
LENGTHS ARE IN METRES

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

# PLAN OF SUBDIVISION

Stage No. Plan Number  
PS 537860C



SEE ENLARGEMENT ABOVE FOR DETAILS OF EASEMENT E-13

SEE SHEET 3 FOR DETAILS OF LOTS 1 TO 29

**FREEMAN & FREEMAN**  
LAND SURVEYORS  
PO BOX 2135 MILDURA VIC 3502  
TELEPHONE: (03) 50236239

SHEET 4 OF 4 SHEETS  
DATE / /  
COUNCIL DELEGATE SIGNATURE

ORIGINAL SCALE  
SHEET SIZE A3 SCALE 1:800  
SCALE  
0 8 16 24 32  
LENGTHS ARE IN METRES

LICENSED SURVEYOR: ROBERT BRUCE FREEMAN  
SIGNATURE \_\_\_\_\_ DATE 8/6/2005  
REF 7595/2 VERSION 5



**Residential tenancy agreement**  
**Residential Tenancies Act 1997 Section 26**



This agreement is made on the day of

Date: 12 / 01 / 2021

This agreement is between

**LANDLORD(S)**

Name: Eric Ram; Jeenus Ram ABN/ACN: \_\_\_\_\_  
Address: 7 Risby Court  
Mildura State: VIC Postcode: 3500  
Phone: \*\*\*\*\*

Name: Jeenus Ram ABN/ACN: \_\_\_\_\_  
Address: 7 Risby Court  
Mildura State: VIC Postcode: 3500  
Phone: \_\_\_\_\_

**Whose agent is**

Company name: Burns & Co ABN/ACN: 096634463  
Trading name: Burns & Co  
Address: 107 Eighth Street  
Mildura State: VIC Postcode: 3500  
Phone: 0409506879 Email: casey@burnsandco.com.au

**and TENANT(S)**

Name of TENANT 1: Harley Macdonald ABN/ACN: \_\_\_\_\_  
Current address: 22 Casuarina Way  
Buronga State: NSW Postcode: 2739  
Phone: \*\*\*\*\*

Name of TENANT 2: Cassandra Macdonald  
Current address: 22 Casuarina Way  
Buronga State: NSW Postcode: 2739  
Phone: \*\*\*\*\*

Name of TENANT 3: \_\_\_\_\_  
Current address: \_\_\_\_\_  
State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Phone: \_\_\_\_\_

Name of TENANT 4: \_\_\_\_\_  
Current address: \_\_\_\_\_  
State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Phone: \_\_\_\_\_

**1. Premises**

The landlord lets the premises known as

Address: 7 Daytona Court  
Mildura State: VIC Postcode: 3500

~~together with these items indicated in the Schedule (strike out if not applicable)~~

**2. Rent**

The rent amount is (\$): 380  
Date first rent payment due: \_\_\_\_\_  
Pay period Weekly:  Fortnightly:  Monthly:   
Day of each month (e.g. 15th): \_\_\_\_\_  
Place of payment: \_\_\_\_\_

~~The rent must be paid into the following account:~~ BCD no. \_\_\_\_\_ Account no. \_\_\_\_\_  
Account name \_\_\_\_\_  
Payment reference \_\_\_\_\_

**3. Bond**

- The TENANT must pay the bond of \$ amount specified below.
- In accordance with the Residential Tenancies Act 1997, the LANDLORD/agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving the bond.
- If the TENANT does not receive a bond receipt from the RTBA within 15 business days of handing over the bond money, they should telephone the RTBA on 1300 13 71 64.

Bond amount (\$): 1646.00  
Date bond payment due: \_\_\_\_\_

If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute must be listed here. This list is for reference only and will not be recognised by the RTBA.

Name of TENANT	Bond amount (\$)
Harley Macdonald	_____
Cassandra Macdonald	_____
_____	_____
_____	_____

**4. Period**

Fixed period: 12 months  
The period of the agreement commences on: 28 Jan 2021  
and ends on: 27 Jan 2022

unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.

**OR Periodic**

The agreement will commence on: \_\_\_\_\_  
and continue until terminated in accordance with the Residential Tenancies Act 1997.

**4A. Consent to electronic service**

**(1) Express Consent**

The TENANT: FM CM.  
(check one box only)

Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:   
Email address: boofmad@icloud.com cassandra.macdonald13@gmail.com

Or  
Does Not Consent to the electronic service of notices and other documents.

The LANDLORD: (check one box only)

Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:   
Email address: cindy@burnsandco.com.au

Or  
Does Not Consent to the electronic service of notices and other documents.

**(2) Inferred Consent**

If the TENANT or the LANDLORD (as the case may be) have not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications.

**(3) Change of Electronic Address**

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

**(4) Withdrawal of Consent**

- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
- (b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

**5. Condition of the Premises**

The LANDLORD must:

- (a) ensure that the premises are maintained in good repair, and
- (b) if the LANDLORD owns or controls the common areas, take reasonable steps to ensure that the common areas are maintained in good repair.

**6. Damage to the premises**

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

**7. Cleanliness of the premises**

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

**8. Use of premises**

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

**9. Quiet enjoyment**

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

**10. Assignment or sub-letting**

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.

**11. Residential Tenancies Act 1997**

- (a) Each party must comply with the *Residential Tenancies Act 1997*.
- (b) For further rights and duties refer to the *Residential Tenancies Act 1997*.

**Schedule: A. Items let with the premises (if any); B. Additional terms (if any)**

This section lists any additional items and terms to this agreement. The terms listed cannot take away any of the rights and duties included in the *Residential Tenancies Act 1997*. If you need extra space, please attach a separate sheet.

Both the LANDLORD and TENANT should sign and date any attachments.

Any additional terms must also comply with the Unfair Contract Terms provisions in the Australian Consumer Law (Victoria). Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au).

### Signatures

#### LANDLORD(S)

Signature of LANDLORD:

\* *Michelle*

27.1.21 Date

Signature of LANDLORD:

SIGN  
HERE

Date

Urgent repairs emergency contact name and telephone number:

0350235000

#### TENANT(S)

Signature of TENANT 1:

\* *[Signature]*

12/01/2021 Date

Signature of TENANT 2:

\* *[Signature]*

12/01/2021 Date

SIGN  
HERE

Date

Signature of TENANT 3:

Date

Signature of TENANT 4:

Date

## Special Condition

### Additional General Terms



#### 1. Residential Tenancies Act 1997

- 1.1 All provisions of this agreement are subject to the *Residential Tenancies Act 1997* (Victoria) ('Act').
- 1.2 If there is any inconsistency between a provision of this agreement and the Act, unless the Act permits otherwise, the Act will prevail.

#### 2. Tenant's obligations

The Tenant must not:

- 2.1 use the premises for any other use than its place of residence;
- 2.2 permit, cause or use the premises for any illegal or unauthorised purpose;
- 2.3 damage the premises or permit or allow any of its invitees to damage the premises;
- 2.4 paint, mark or deface the premises;
- 2.5 use any of the Landlord's fixtures or fittings for any other use than the intended use;
- 2.6 cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- 2.7 park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area agreed to by the Landlord;
- 2.8 use any machinery or equipment owned by the Landlord and left on the premises other than in accordance with the Landlord's or manufacturer's instructions;
- 2.9 permit any other person than the persons agreed by the Landlord to remain on the premises for more than 14 days;
- 2.10 smoke or permit any invitee to smoke within the premises;
- 2.11 without the consent of the Landlord, which consent may be withheld in the Landlord's absolute discretion:
  - 2.11.1 make any alterations, renovations or modifications to the premises (including but not limited to driving nails, screws or plugs or fixing any adhesive material to any surface of the premises);
  - 2.11.2 affix any satellite dishes, television cables or antennas to the premises;
  - 2.11.3 install any air-conditioning units on the premises; or
  - 2.11.4 alter, replace or remove any locks and security devices to the premises,and if the Landlord provides its consent, it may provide as a condition of consent that the Tenant returns the premises to its original condition at the end of the tenancy.

#### 3. Maintenance and repairs

3.1 The Tenant must:

- 3.1.1 keep the premises in good condition and repair (subject to reasonable wear and tear);
- 3.1.2 replace at its cost all blown or damaged light bulbs and fluorescence tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
- 3.1.3 make good any damage to the premises caused by the Tenant or its invitees;
- 3.1.4 keep the premises clear of any rubbish;
- 3.1.5 dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;
- 3.1.6 regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement; and
- 3.1.7 keep all drains cleared of any blockages and not do anything which may damage any plumbing or block any drains.

#### 4. Owners Corporation

- 4.1 If the *Owners Corporation Act 2006* (Victoria) applies to this agreement the Landlord must give the Tenant a copy of the rules of the owners corporation at the commencement of the tenancy.
- 4.2 The Tenant must comply with the rules of the owners corporation at all times during the tenancy.



## Special Condition

### Additional General Terms



#### 5. End of occupancy

At the expiration or earlier determination of this agreement, the Tenant must:

- 5.1 deliver vacant possession of the premises to the Landlord;
- 5.2 deliver to the Landlord or its agent all keys and security devices;
- 5.3 leave the premises in the same conditions (fair wear and tear excepted) as set out in the condition report; and
- 5.4 remove all of the Tenant's premises and belongings (including fixtures where required) from the premises and rectify any damage (at the Tenant's cost) caused by such removal.

#### 6. Insurance

- 6.1 In relation to insurance policies taken out by the Landlord in respect of the Premises, the Tenant must:
  - 6.1.1 not do any act or omission which would make an insurance policy invalid;
  - 6.1.2 pay all increases in premiums or excesses if such increases are caused by the acts or omissions of the Tenant and/or its guests.
- 6.2 The Tenant acknowledges that it will be responsible to insure its contents (at its own cost).

#### 7. Release and indemnity

- 7.1 The Tenant releases the Landlord from any claims, losses, liabilities and/or expenses ('Loss') the Tenant suffers caused by the Landlord performing its duties under this agreement and in accordance with the Act, unless such Loss is caused by the gross misconduct or negligence of the Landlord.
- 7.2 The Tenant indemnifies the Landlord against all Loss in connection with:
  - 7.2.1 any breach of this agreement by the Tenant; and
  - 7.2.2 the Landlord performing its duties under this agreement, unless such Loss is directly caused by the gross misconduct or negligence of the Landlord.
- 7.3 The releases and indemnities provided by the Tenant survives the expiration or termination of this agreement.

#### 8. Privacy

- 8.1 As part of the Landlord leasing the premises to the Tenant, the Tenant will be required to give the Landlord or its agent Personal Information (as defined in the *Privacy Act 1998* (Cth)).
- 8.2 Subject to the *Privacy Act 1998* (Cth), the Tenant consents to providing such information and permits the Landlord and/or its agent to disclose the information to third parties.
- 8.3 If the Landlord or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1998* (Cth), upon request from the Tenant, the Landlord or its agent must provide the Tenant with a copy of its privacy policy.

#### 9. Additional Terms

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 16 June 2021 03:12 PM

## PROPERTY DETAILS

Address: **7 DAYTONA COURT MILDURA 3500**  
Lot and Plan Number: **Lot 37 PS537860**  
Standard Parcel Identifier (SPI): **37\PS537860**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **31351**  
Planning Scheme: **Mildura**  
Directory Reference: **VicRoads 535 N10**

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

[planning-schemes.delwp.vic.gov.au/schemes/mildura](http://planning-schemes.delwp.vic.gov.au/schemes/mildura)

## UTILITIES

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

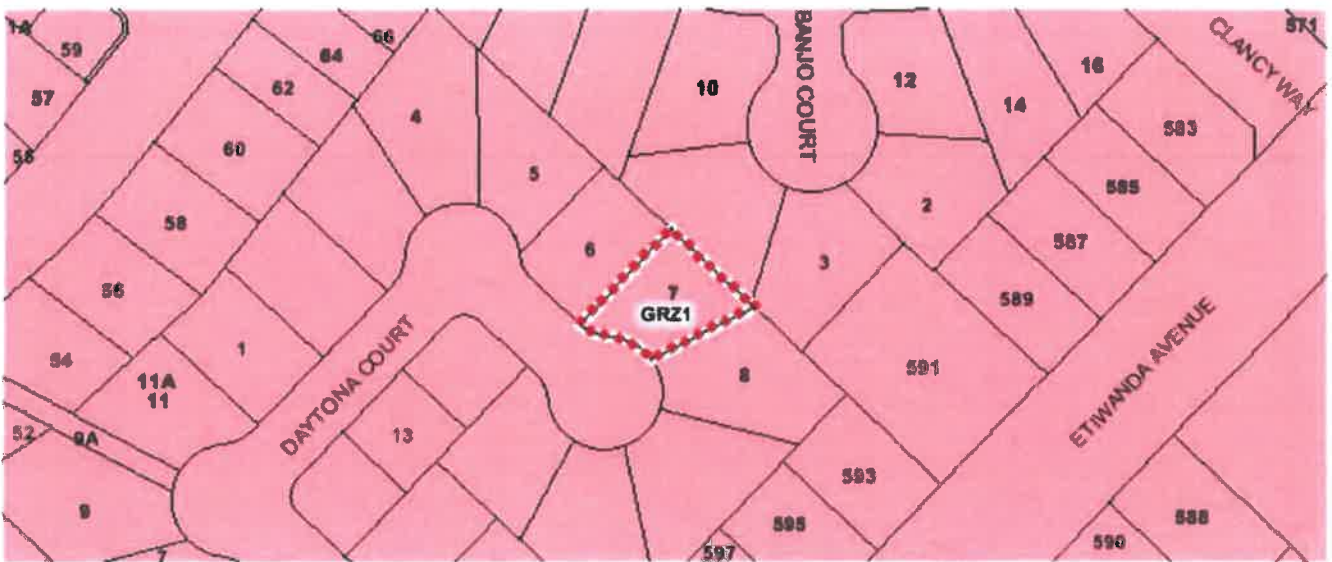
## STATE ELECTORATES

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

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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0 50m

 GRZ - General Residential

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

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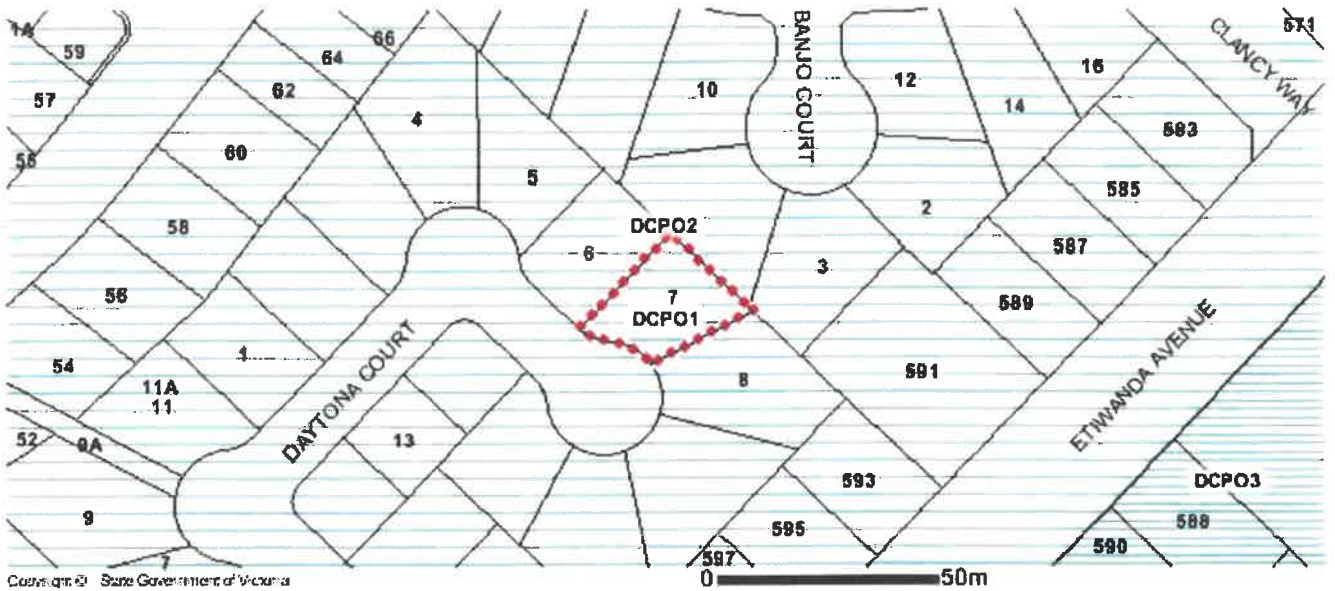
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

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

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

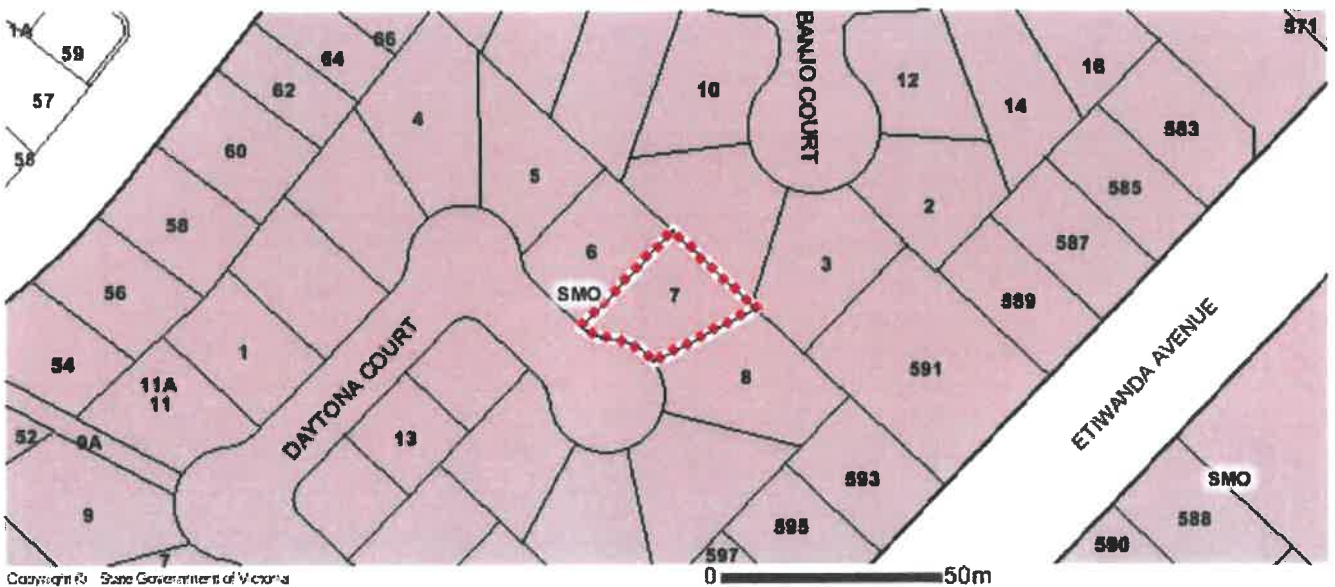


 DCPO - Development Contributions Plan

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

### 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

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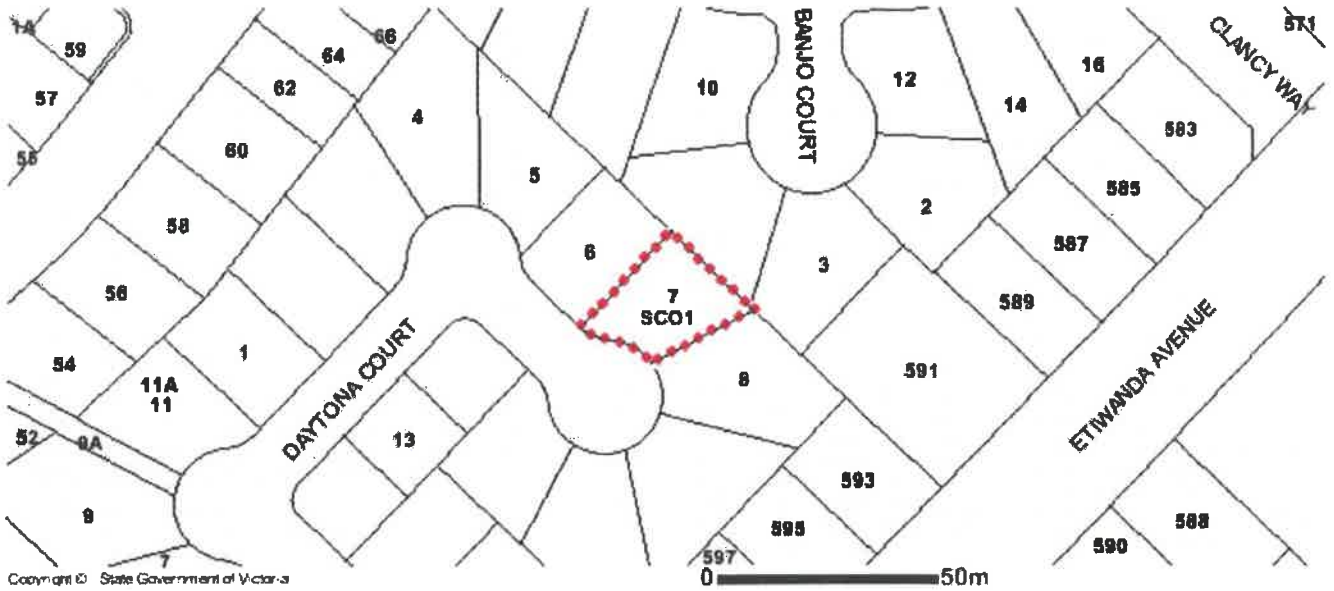
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## Planning Overlays

### SPECIFIC CONTROLS OVERLAY (SCO)

#### SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



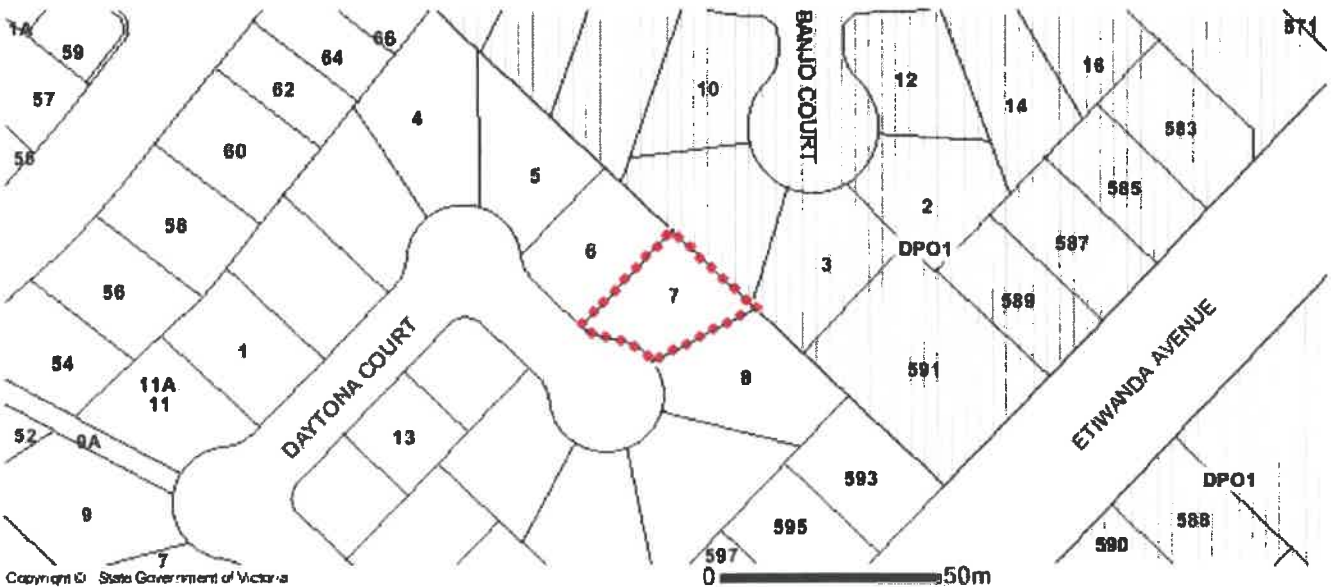
SCO - Specific Controls

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### DEVELOPMENT PLAN OVERLAY (DPO)



DPO - Development Plan

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

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## Further Planning Information

Planning scheme data last updated on 9 June 2021.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <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>

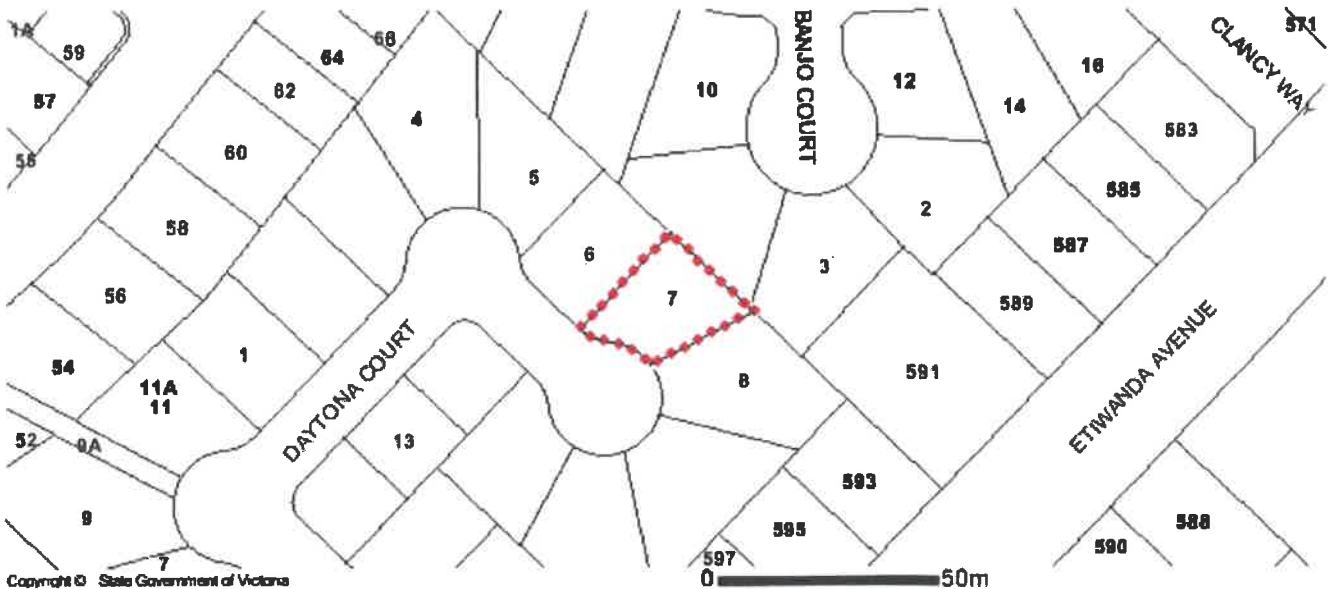
For details of surrounding properties, use this service to get the Reports for properties of interest.

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



 Designated Bushfire Prone Area

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

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

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

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

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

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

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

# Due diligence checklist

## What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

### Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

## Rural properties

### Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

### Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

### Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## **Planning controls**

### **Can you change how the property is used, or the buildings on it?**

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### **Are there any proposed or granted planning permits?**

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## **Safety**

### **Is the building safe to live in?**

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

## **Building permits**

### **Have any buildings or retaining walls on the property been altered, or do you plan to alter them?**

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

### **Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?**

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## **Buyers' rights**

### **Do you know your rights when buying a property?**

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.