



**MALONEY ANDERSON LEGAL**

**VENDOR'S STATEMENT**

**Statement by Vendor of matters affecting Real Estate being sold to  
a Purchaser pursuant to Section 32 of The Sale of Land Act, 1962**

**VENDOR:  
G.W & N. CROW**

**PROPERTY:  
6 PEARSE COURT, MILDURA**

**MALONEY ANDERSON LEGAL  
Barristers & Solicitors  
70 Deakin Avenue  
MILDURA**

**Ph: 03 50216200  
Fax: 03 50216299  
DX: 50021 Mildura**

**Ref: RM:RK 19-1837**

**VENDOR STATEMENT**  
**TO THE PURCHASER OF REAL ESTATE**  
**PURSUANT TO SECTION 32 OF THE**  
**SALE OF LAND ACT 1962 (VIC) ("the Act")**  
**as at 1 October 2014**

**LAND**

**6 Pearse Court, MILDURA, VIC, 3500 being all of the land  
contained in Lot 11 on Plan of Subdivision 146383F as  
more particularly described in Certificate of Title Volume  
09579 Folio 884**

The Vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

The Vendor must sign this statement and give it to the purchaser prior to the Purchaser signing the contract. The Vendor may sign this statement to be given to the Purchaser by electronic signature.

**VENDOR**

**Gary William Crow and Noelene Crow**

Signature of the Vendor

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DATE OF THIS STATEMENT        /        /20\_\_

The Purchaser acknowledges being given this statement signed by the Vendor together with the attached documents before the Purchaser signed any contract.

**PURCHASER**

Signature of the Purchaser

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DATE OF ACKNOWLEDGEMENT        /        /20\_\_

## **1. FINANCIAL MATTERS**

### **1.1 Land subject to a mortgage**

Not Applicable

### **1.2 Any Charge**

Not Applicable

### **1.3 Rates, taxes, charges or other similar outgoings**

Particulars of any rates, taxes, charges or other similar outgoings affecting the land (and any interest payable on any part of them):

(a) Their total does not exceed \$3,500.00.

(b) Their amounts are as follows:

	Authority	Amount	Interest (if any)
(1)	Mildura Rural City Council	See attached	Nil
(2)	Lower Murray Water	See attached	Nil

TOTAL

(c) There are no charges or outgoings for which the Purchaser may become liable as a consequence of the sale and which the Vendor might reasonably be expected to have knowledge<sup>1</sup>, which are not included in items 1.3 (a) or (b) above; other than specified as follows:

- (i) If the rates, taxes and charges are also in respect of other land, any additional amount resulting from the assessment of a separate rate, tax or charge for the property after the sale; and
- (ii) Water consumption.

### **1.4 Terms Contract**

Not Applicable

## **2. INSURANCE DETAILS**

### **2.1 Damage and destruction**

Not Applicable

### **2.2 Owner-Builder**

Not Applicable

## **3. LAND USE**

### **3.1 Easement, covenant or other similar restriction affecting the land**

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

is set out in the attached copies of title document(s).

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<sup>1</sup> Other than any GST payable in accordance with the contract.

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat or other similar restrictions.

### **3.2 Designated bushfire prone area**

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

### **3.3 Road access**

There is access to the property by road.

### **3.4 Planning scheme**

- (a) The required specified information is as follows:

Name of planning scheme	Mildura Planning Scheme
Name of responsible authority	Mildura Rural City Council
Zoning of the land	See attached Planning Property Report
Name of planning overlay	See attached Planning Property Report

## **4. NOTICES**

### **4.1 Notice, order, declaration, report or recommendation**

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

Other than the usual rate notices NONE TO THE KNOWLEDGE OF THE VENDOR however the Vendor has no means of knowing all decisions of public authorities and government departments unless communicated to the Vendor.

### **4.2 Agricultural purposes**

There are no notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

### **4.3 Land acquisition**

Particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Other than the usual rate notices NONE TO THE KNOWLEDGE OF THE VENDOR however the Vendor has no means of knowing all decisions of public authorities and government departments unless communicated to the Vendor.

## **5. BUILDING PERMITS**

Not Applicable

## **6. OWNERS CORPORATION**

Not Applicable

## **7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC") DETAILS**

### **7.1 Work-in-kind agreement**

Not Applicable

### **7.2 GAIC recording**

Not Applicable

## **8. SERVICES**

The following services are not connected to the land:

☐ electricity supply

☒ gas supply

☐ water supply

☐ sewerage

☒ telephone services

## **9. TITLE**

Copies of the following documents are attached:

### **9.1 Registered Title (*Transfer of Land Act 1958*)**

A 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.

## **10. SUBDIVISION**

Not Applicable

## **11. DISCLOSURE OF ENERGY INFORMATION**

Not Applicable

## **12. DUE DILIGENCE CHECKLIST**

The Vendor or the Vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available before the land is offered for sale to any prospective purchaser from the time the land for sale that is vacant residential land or land on which there is a residence.

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

VOLUME 09579 FOLIO 884

Security no : 124078996068M  
Produced 26/08/2019 11:11 AM

LAND DESCRIPTION

Lot 11 on Plan of Subdivision 146383F.  
PARENT TITLE Volume 09383 Folio 999  
Created by instrument LP146383F 14/11/1984

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
GARY WILLIAM CROW  
NOELENE CROW both of 39 MONASH AVENUE UNDERBOOL VIC 3509  
AF234102W 27/07/2007

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF234103U 27/07/2007  
NATIONAL AUSTRALIA BANK LTD

COVENANT L556355G 13/03/1985

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP146383F 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: 6 PEARSE COURT MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED  
Effective from 23/10/2016

DOCUMENT END

The information supplied by Maloney Anderson Legal has been obtained from GlobalX by agreement between them. Delivered from the LANDATA® System by GlobalX Pty Ltd

LP146383F

EDITION 2

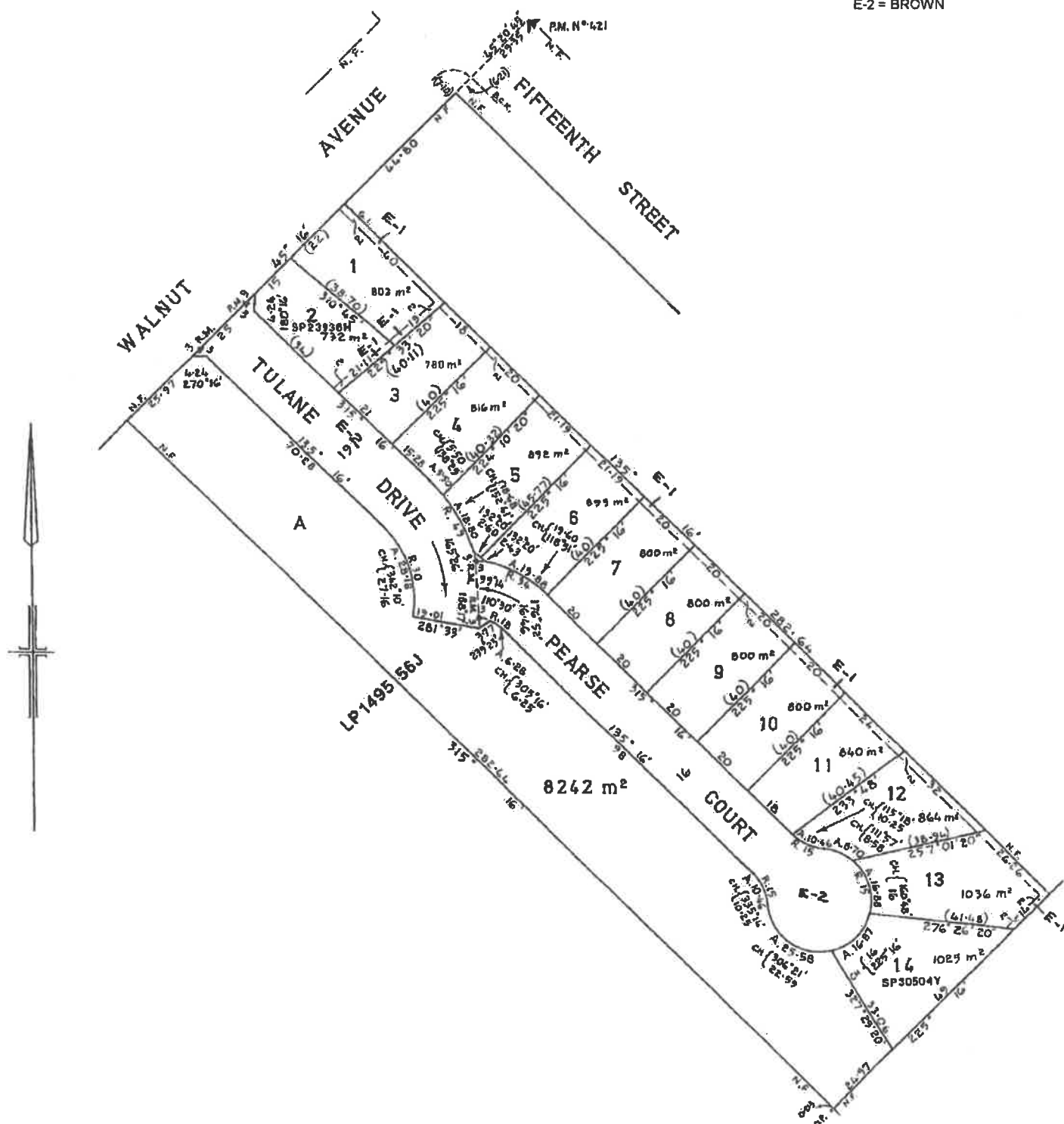
APPROVED 18/10/84

PLAN OF SUBDIVISION OF PART OF CROWN PORTION 2 PARISH OF MILDURA COUNTY OF KARKAROOO LENGTHS ARE IN METRES Vol. 9383 fol. 999	APPROPRIATIONS  THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF SEWERAGE  THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF CARRIAGEWAY	ENCUMBRANCES  THE RESERVATIONS AND CONDITIONS CONTAINED IN TR.291374 AFFECT THE LAND IN THIS PLAN	NOTATIONS  FOR DATUM SEE FIELDNOTES REFERENCE MARKS ARE G.I.P.I.PE SHOWN THUS ▲ R.M.
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COLOUR CONVERSION

E-1 = BLUE

E-2 = BROWN



## MODIFICATION TABLE

## RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

**WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED.  
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.**

# PLAN NUMBER

**LP 146383F**

[illegible]



L556355G

Lodged at the Titles Office by

Hillman Kios & Brown

Titles Office Use Only

REGD

130385 1015 45 16 L556355G

Code

VICTORIA

MADE AVAILABLE Hilland  
TO ISSUES TO Kiddle & Byrne

TRANSFER OF LAND

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land

(Note 5)

Lot 11 on Plan of Subdivision No. 146383 being whole of the land contained in Certificate of Title Volume 9579 Folio 884.

Consideration

(Note 6)

Transferor

(Note 7)

CUMENSA PTY. LTD.

STAMP DUTY VICTORIA  
1 TRANS 16735 S.D.V. 1 MAR 85  
RECEIPT 605 114 \$VVVVVV317.8

Transferee

(Note 8)

SANDRA JOY SLATTER

Eleventh Street, Mildura.

Estate and Interest

(Note 9)

CODE: 07
DUTY: 317.85
ASSESSOR: 16300
VALUE: 16300

Directing Party

(Note 10)



DL556355G-1-0

Creation (or Reservation) of Easement and/or Covenant

(Notes 11-12)

The purchasers shall enter into a Covenant with the said CUMENSA PTY. LTD. that they for themselves and their transferees the registered proprietors for the time being of the land hereby transferred and of every part thereof DO HEREBY as a separate covenant COVENANT with the said CUMENSA PTY. LTD. and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan

T2

Office Use Only



Memorandum of the within instrument has been entered in the Register Book.



24/5/85

of Subdivision and of every part thereof (other than the land hereby transferred) as follows:-

"THAT they will not erect or cause or suffer to be erected upon the said lot more than one main building being a dwelling house together with the usual outbuildings and that such building shall not be an apartment house, boarding house, hostel, lodging house, motel, residential club, residential hotel, office building, shop warehouse, factory public building or residential flats (save for a two Flats Residential Development on each of Lots 2 and 14) as defined in chapter six of the Uniform Building Regulations 1974 or any amendment, modification or re-enactment thereof or any regulation made in substitution thereof whether made under the Local Government Act 1958 or otherwise howsoever and that ~~such building and lot or any part thereof (save for the said~~ Lots 2 and 14) shall not be registered under the provisions of the Strata Titles Act 1967 or the Cluster Titles Act 1974 or any amendment, modification or re-enactment of or substitution for either of such acts and that they will not at any time erect, construct, or build or cause to be erected or constructed or built on the said lot or any part thereof any dwelling house (except for the usual outbuildings) with exterior walls of any material other than brick, brick veneer, stone, terra cotta block, solid or hollow concrete block or other similar building unit or a combination of same laid up unit by unit and set in mortar.

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.~~

Date

26th. February, 1985

(Note 13)

Execution and Attestation

(Note 14)---

THE COMMON SEAL of CUMENSA PTY LTD  
was hereunto affixed in accordance  
with its Articles of Association  
pursuant to a resolution of its  
Directors and in the presence of:



*David Redden* DIRECTOR

..... SECRETARY

SIGNED by the Transferee.  
in the presence of:

*S. Slater*

*[Signature]*



DL9563556-2-7

To Registrar of Titles  
MelbournePlease register this dealing and on completion deliver Certificate of Title  
to lodging party. Volume 95A Folio 884.  
returnto  
GALLAGHER RYAN & MALONEY

per:

NOTES

1. This form must be used for any transfer by the registered proprietor—
  - (a) of other than the whole of an estate and interest in fee simple
  - (b) by direction
  - (c) in which an easement is created or reserved
  - (d) which contains a restrictive covenant or a covenant created pursuant to statute.
2. Transfers may be lodged as an original only and must be typed or completed in ink.
3. All signatures must be in ink.
4. If there is insufficient space in any panel to accommodate the required information use an annexure sheet (Form A1) or (if there is space available) enter the information under the appropriate heading after any creation or reservation of easement or covenant. Insert only the words "See Annexure A" (or as the case may be) or "See overleaf" in the panel as appropriate.  
Multiple annexures may appear on the same annexure sheet but each must be correctly headed.  
All annexure sheets should be properly identified and signed by the parties and securely attached to the instrument.
5. Volume and folio references must be given. If the whole of the land in a title is to be transferred no other description should be used. If the transfer affects part only of the land in a title the lot and plan number or Crown description should also be given. Any necessary diagram should be endorsed hereon or on an annexure sheet (Form A1).
6. Set out the amount (in figures) or the nature of the consideration. If the transfer is by direction show the various considerations  
e.g. \$ ..... paid by B to A  
\$ ..... paid by C to B  
In a transfer on sale of land subject to a mortgage it should be clearly shown whether or not the amount owing under the mortgage is included in the consideration e.g. \$ ..... which includes the amount owing under mortgage No. ....
7. Insert full name. Address is not required.
8. Insert full name and address. If two or more transferees state whether as joint tenants or tenants in common. If tenants in common specify shares.
9. Set out "All my estate and interest in the fee simple" (or other as the case may be).
10. If the transfer is by direction give the full name of any directing party and show the various considerations under the consideration heading.
11. Set out any easement being created or reserved and define the dominant and servient tenements.
12. Set out full details of any covenant and define the covenantee and the land to bear the burden and to take the benefit of the covenant.
13. The transfer must be dated.
14. If an executing party is a natural person execution should read "Signed by the transferor (transferee, directing party) in the presence of .....". The witness must be an independent person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.



Mildura Rural City Council

11 00000000000000000000



Mr G W & Noelene Crow  
55 Monash Avenue  
UNDERBOOL VIC 3509



033  
016484  
R3 4445

**Total Rates & Charges For this Year**  
**\$2,387.47**  
Refer below for payment options

## Rate and Valuation Notice

1 July 2019 to 30 June 2020

**Property Location & Description**  
6 Pearse Court MILDURA VIC 3500  
Lot 11 PS 146383 Sec 34 Blk E

AVPCC: 110 - Detached Home

### RATING DETAILS

Residential Rate  
Waste Management

### VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Fire Levy (Fixed)  
Residential Fire Levy (Variable)

**Assessment No: 22642**  
**Issue Date 15 July 2019**  
**Rate declaration date: 1 July 2019**  
**Capital Improved Value:**  
**Site Value:**  
**Net Annual Value:**  
**Valuation Date: 1 January 2019**

**TOTAL AMOUNT**

**\$2,387.47**

Payment in full	Or	1st Instalment	2nd Instalment	3rd Instalment	4th Instalment
Due 15 Feb 2020 \$2,387.47		Due 30 Sep 2019 \$591.86	Due 30 Nov 2019 \$591.87	Due 29 Feb 2020 \$591.87	Due 31 May 2020 \$591.87

Note: If full payment of the 1st instalment isn't received by the due date, this account will automatically default to the Payment in Full option and you will not receive reminder instalment notices.  
Please refer to the reverse side of this notice for information relating to penalties for late payment.

## Payment Slip

Mr G W & Noelene Crow  
6 Pearse Court MILDURA VIC 3500  
Assessment No 22642

**Payment in Full: \$2,387.47**  
**Or 1st Instalment: \$591.86**



Biller code: 93922  
Ref: 226423

POSTBILLY



Full Payment \*41 226423



Post Biller code: 0041  
Billpay Ref: 226423

Pay in person at any post office, phone  
13 18 16 or go to postbillpay.com.au

Centrepay Ref:  
555 054 7308

Internal Use Only



See reverse for  
In Person and By Mail option

SCHEDULE Residential Tenancies Act 1997/Residential Tenancies Regulations 2008



This is a lease renewal of the premises, with the new lease period agreement made on the 16th day of June 2019 At 67 Lime Avenue, Mildura Vic 3500

**LANDLORD:** Name: G & N Crow  
(A.B.N. If landlord is a company):  
Address: C/- 67 Lime Avenue, Mildura Vic 3500

**AGENT:** Registered Business Name: Collie & Tierney (Mildura) Pty Ltd  
(A.B.N. If agent is a company): 38 005 110 118  
Address: 67 Lime Avenue  
Mildura Vic 3500  
Telephone Number: 03) 5021 2200  
Fax Number: 03) 5021 1213

**TENANT (1):** Name: Michael Felton  
(A.B.N. If tenant is a company):  
Address: 6 Pearse Court, Mildura

**TENANT (2):** Name: Sandra Rotumah  
Address: 6 Pearse Court, Mildura

**TENANT (3):** Name: -  
Address: -

**TENANT (4):** Name: -  
Address: -

**PREMISES:** 6 Pearse Court, Mildura  
(\*Together with those items indicated in the condition report)

**RENT:** The rental amount is \$300 per week, increasing on 16th July 2019 to \$310 per week  
The date the first payment is due 16 June 2017

**BOND:** A bond has been paid of \$1300 to the landlord/agent on 15 June 2017  
In accordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.  
If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:  
NAME: AMOUNT:  
NAME: AMOUNT:  
NAME: AMOUNT:  
If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority

**PERIOD:** Renewal Term: 12 Months  
Original Lease Start Date: Friday, 16 June 2017  
Renewal Start Date: Sunday, 16 June 2019  
Termination Date: Monday, 15 June 2020

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

OR

The agreement will commence from the - and will continue until terminated in accordance with the Residential Tenancies Act 1997

**SIGNED:** By the Landlord/Agent:  
*[Signature]*

In presence of  
*[Signature]* (Witness)

**SIGNED:** By the Tenant/s

In the presence of  
*[Signature]* (Witness)

NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTIONS 37 AND 38 OF THE RESIDENTIAL TENANCIES ACT, 1997.

**GUARANTEE:** To the within named landlord

I/We

of

HEREBY GUARANTEE the punctual performance by the within named tenant/s of all the terms, conditions and covenants contained in the above AGREEMENT. You may without affecting my/our liability under this AGREEMENT, grant time or other concessions to or compromise with the TENANT/S and this Guarantee shall be a continuing Guarantee in all respects. SIGNED, SEALED AND DELIVERED.

By the Guarantor in the presence of: \_\_\_\_\_ (Witness)

1. **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 relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

2. **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 the premises and any common areas.
- c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

3. **Cleanliness of the premises**

- a) The LANDLORD must ensure that the premises are in a reasonable 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.

4. **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.

5. **Quiet enjoyment**

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

6. **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, cost or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

7. **Residential Tenancies Act 1997**

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

8. **Ancillary use of the premises**

The tenant must primarily use the premises as a residence. If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent. The landlord will not unreasonably withhold consent and in giving consent may impose reasonable terms and conditions.

9. **Utility Charges**

9.1 The landlord is liable for the costs and charges set out in section 53(1) and (if applicable section 54 of the **Residential Tenancies Act 1997**). (Note: Details of the costs and charges are available at [www.parliament.vic.gov.au](http://www.parliament.vic.gov.au) click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

9.2 The tenant is liable for the costs and charges set out in section 52 of the **Residential Tenancies Act 1997**. (Note: details of the costs and charges are available at [www.parliament.vic.gov.au](http://www.parliament.vic.gov.au) click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

9.3 If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contractors the landlord must have the service repaired or reconnected and pay the expense of doing so.

9.4 If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.

9.5 If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.



*R* 10. **Landlord insurance**

10.1 The tenant will not knowingly do or allow anything to be done on the premises that may invalidate the landlord's insurance policies or result in the premiums being increased above the normal rate.

10.2 The tenant agrees to pay to the landlord any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the tenant has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the landlord, the agent or their contractors.

10.3 The tenant acknowledges that the landlord's insurance policies do not provide cover for the tenant's possessions. (Note: It is strongly recommended the tenant takes out contents insurance to adequately cover his/her possessions).

*R* 11. **Light globes and fluorescent tubes**

The TENANT must replace all damaged, defective, or broken light globes, spotlights and/or fluorescent tubes (including starters) during the term, at the tenant's expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starter) damaged, broken or made defective by the landlord or the agent or their contractors.

*R* 12. **Tenant to advise landlord or agent of defects**

The tenant must notify the landlord or agent as soon as practicable upon becoming aware in the premises that might injure a person or cause damage to the premises.

*R* 13. **Damage to the premises**

13.1 The tenant must take reasonable measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the landlord, the agent or their contractors.

13.2 The tenant must as soon as practicable notify the landlord or the agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The tenant must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the landlord, the agent or their contractors.

13.3 The tenant will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to loss or damage caused by the premises. The indemnity does not apply to loss or damage caused by the landlord, the agent or their contractors.

13.4 The tenant will indemnify the landlords against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the landlord, the agent or their contractors.

*R* 14. **Cleaning carpets on vacating the premises**

If new carpet has been installed or the existing carpet has been professionally dry or steam cleaned at the commencement of the tenancy (and the landlord or agent has produced a copy receipt for payment, upon request), the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.

*R* 15. **Fasteners, antennas and signs**

The tenant must obtain the landlord's or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The landlord's or the agent's consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The landlord's or the agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the object affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that object.

*R* 16. **Smoke detectors**

16.1 The tenant must conduct regular checks to ensure smoke detectors are in proper working order. (Note: regular checks are a requirement for the safety of occupants and security of the rented premises).

16.2 The tenant must as soon as practicable notify the landlord or the agent if a smoke detector is not in proper working order.

16.3 The tenant must replace expired or faulty smoke detector batteries and in any event replace smoke detector batteries on every day light saving change.

16.4 "Replacement batteries" must be new, of a reputable brand, and have suitable durability

- 17. Flammable liquids, kerosene heaters and vehicle and boat repairs**  
17.1 The tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.  
17.2 the tenant must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance (excluding greasing, de-greasing and oil changing), and washing and polishing.  
17.3 The tenant must not bring on to or use at the premises a portable heater which uses flammable liquid or bottled gas.
- 18. Storage and removal of waste and rubbish**  
The tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and /or waste receptacles must be kept in the place specifically provided for the purpose (if any). The tenant must have rubbish and waste regularly removed.
- 19. Washing**  
If the tenant hangs washing outside or airs articles, the clothes line (if any) provided with the premises must be used. The tenant must not hang washing or air articles on common property, unless facilities for doing so are provided for the tenant's use. The tenant must use the facilities in the manner required by the owners' corporation.
- 20. Garden**  
20.1 The tenant will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions if any permitting). When watering, the tenant must comply with restrictions, if any.  
20.2 If the garden is watered by a watering system and/or via tank water, the tenant will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the landlord, the agent or their contractors.
- 21. Pets**  
The tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent. Permission will not be unreasonably withheld. In giving permission, the landlord or the agent may impose reasonable conditions including exercise. It is not unreasonable for the landlord or the agent to withhold permission if the rules of an owners' corporation prohibits pets being on common property or kept on the premises. If an occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owners' corporation.
- 22. Changes in occupation of the premises**  
22.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 6.  
22.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 6, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's reletting expenses including:  
  - A pro-rata letting fee;
  - Advertising or marketing expenses incurred;
  - Rental data base checks on applicants;
  - Rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.  
22.3 The tenant's obligation to pay the landlord's reletting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.
- 23. Tenant intending to leave when the lease ends**  
If the tenant intends to vacate the premises at the end of the tenancy, written notice of the tenant's intention to vacate must be given to the landlord or the agent 28 days before the tenancy comes to an end.
- 24. Return of keys and obligation to pay rent**  
The tenant must return all the keys of the premises to the landlord or the agent when the tenant vacates the premises. The tenant's obligation to pay the rent continues until the time the keys are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to relet the premises.
- 25. Tenant remaining in possession after the tenancy ends**  
If the tenant remains in occupation of the premises after the tenancy has come to an end and does not then enter into a fixed term lease, the tenant must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the tenant gives notice to the landlord or agent.

*L* 26. **Landlord requiring the premises when the lease ends**

If the landlord requires possession of the premises when the lease ends, the landlord will give the tenant a notice in the manner required by the Residential Tenancies Act 1997.

*L* 27. **Changing locks and alarm code**

27.1 The tenant may change the locks of the premises. If the tenant changes the locks, the tenant must give the landlord or the agent duplicate keys to the changed locks as soon as practicable.

27.2 The tenant may change the code of an alarm at the premises. If the code is changed, the tenant must advise the landlord or the agent of the changed code as soon as practicable.

*L* 28. **"To Let" signs**

The tenant will allow the landlord or the agent to erect a "To Let" sign on the premises during the last month of the tenancy.

*L* 29. **"Auction" and "For Sale" signs**

The tenant will allow the landlord or the agent to erect an "auction" or a "for sale" sign on the premises at any time.

*L* 30. **Access to the property whilst "For Sale", "Auction" or "To Let"**

The Tenant shall permit access to the premises by the landlord or his agent to present the property to prospective purchasers or tenants upon 24 hours notice or by agreement with the tenant and the landlord or the landlords' agent.

*L* 31. **Tenant cannot use bond money to pay rent**

30.1 The tenant acknowledges the Residential Tenancies Act 1997 provides the tenant may not refuse to pay rent on the ground a tenant intends to regard the bond as rent paid in respect of the premises.

30.2 The tenant further acknowledges the Residential Tenancies Act 1997 permits the Victorian Civil and Administrative Tribunal to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

*L* 32. **Increase the rent**

31.1 Unless this tenancy agreement provides otherwise, during the term of the tenancy agreement the landlord may increase the rent by giving the tenant 60 days notice required by the Residential Tenancies Regulations 2008. The landlord must not increase the rent more than once in every 6 months

31.2 If the tenant disagrees with a rent increase sought by the landlord, the tenant may apply to the Director of consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

*L* 33. **Smoking**

The Tenant agrees not to smoke or allow anyone to smoke inside the premises at any time. The tenant will be liable for any smoke related damage caused to the premises.

*L* 34. **Dog**

The landlord agrees to allow the Tenant to keep a dog provided that the dog remains outside and any damage caused by the said dog is made at the Tenant's cost.

*L* 35. **Lease Break**

If breaking the lease, the following conditions will apply.

(a) The tenant is responsible for and must pay rent until the commencement date of the Tenants/s Tenancy Agreement or until the expiration of the lease, whichever is the soonest.

(b) The tenant must pay our agency all re-letting costs these include:

- A pro rata lease break fee, based on the remaining months of the fixed Term Lease Agreement calculated from 1.5 weeks rental + GST per annum. Upon finding a tenant the leasing fee will be calculated and repayed to the tenant.
- Cost incurred from advertising the property on the internet, newspaper, and for a "To let" sign in order to relet the property. A total of \$110.00
- Lower Murray water special meter reading fee of \$45.05(if applicable)

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 23 August 2019 10:40 AM

## PROPERTY DETAILS

Address: **6 PEARSE COURT MILDURA 3500**  
Lot and Plan Number: **Lot 11 LP146383**  
Standard Parcel Identifier (SPI): **11\LP146383**  
Local Government Area (Council): **MILDURA**  
Council Property Number: **22642**  
Planning Scheme: **Mildura**  
Directory Reference: **VicRoads 534 K9**

[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**

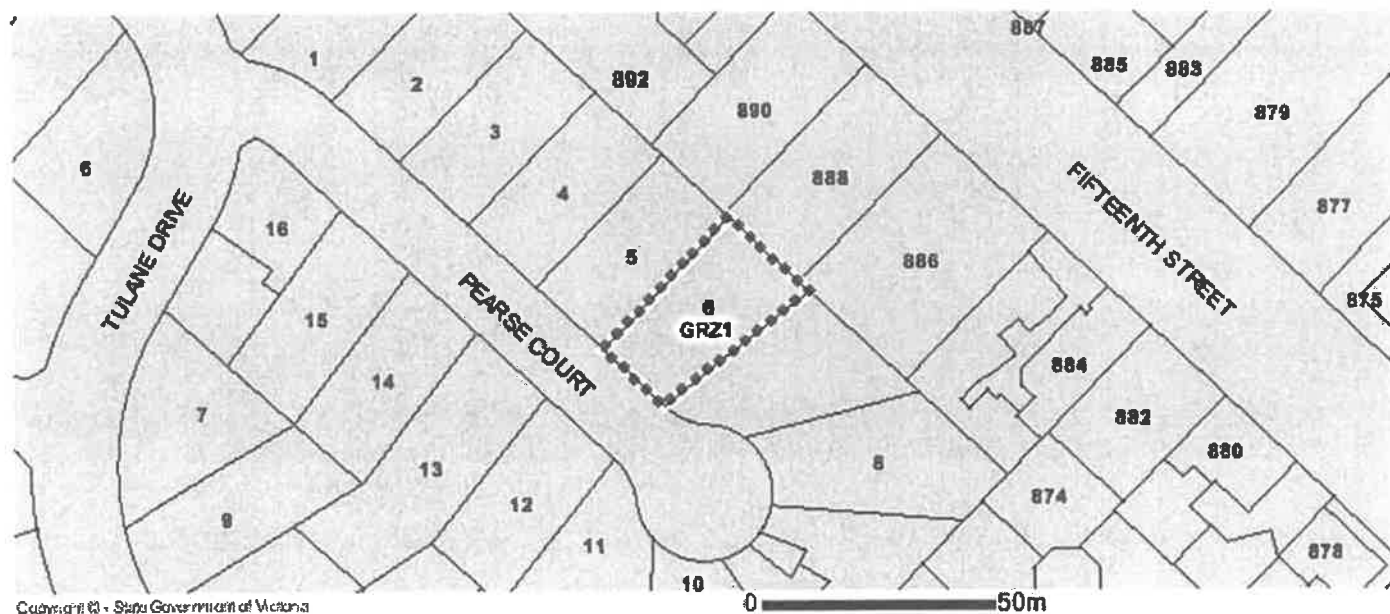
## STATE ELECTORATES

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

## Planning Zones

### GENERAL RESIDENTIAL ZONE (GRZ)

### GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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 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 PROPERTY REPORT: 6 PEARSE COURT MILDURA 3500

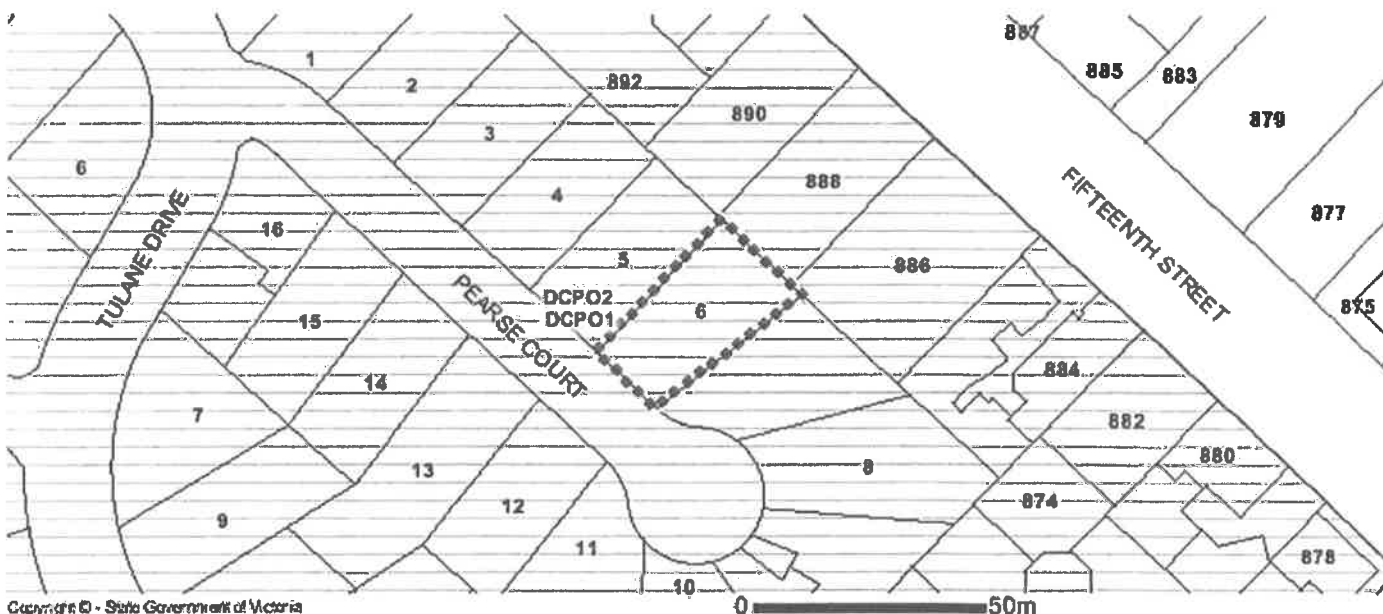
Page 1 of 3

## 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.

## Further Planning Information

Planning scheme data last updated on 19 August 2019.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

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

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

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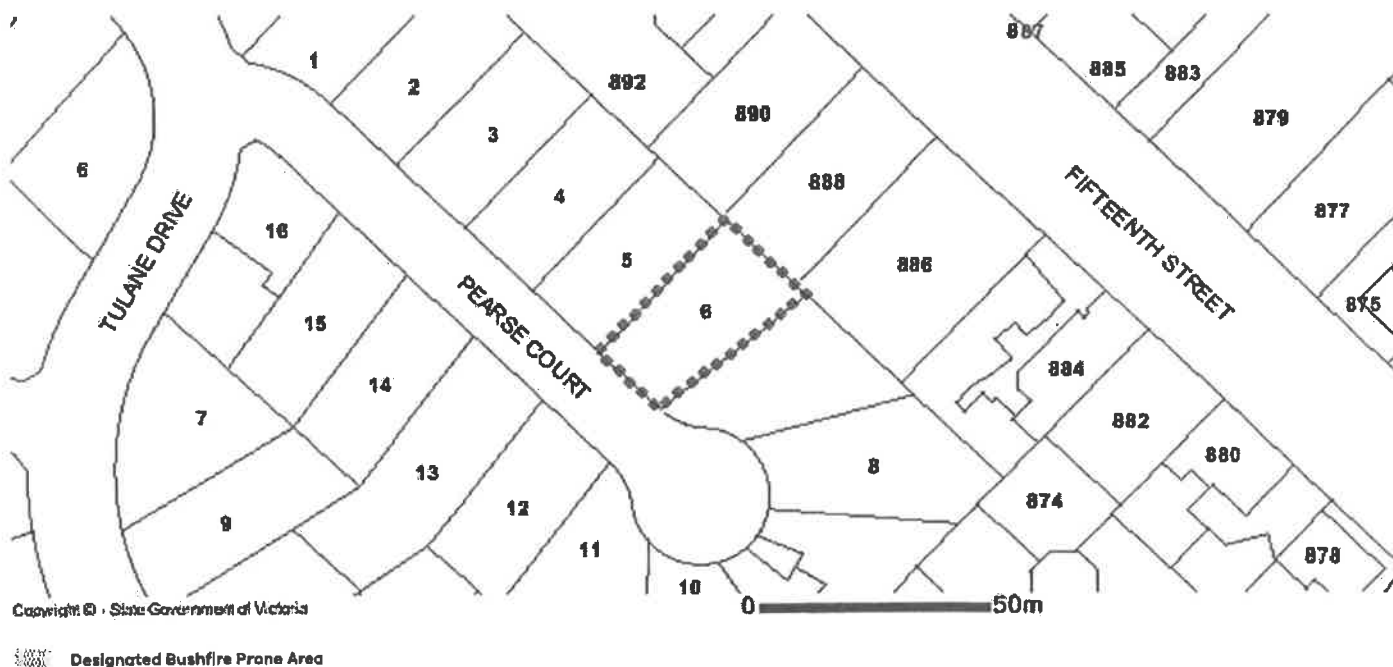
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PLANNING PROPERTY REPORT: 6 PEARSE COURT MILDURA 3500

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## 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 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](http://consumer.vic.gov.au/duediligencechecklist) on the Consumer Affairs Victoria website ([consumer.vic.gov.au/duediligencechecklist](http://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.