

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

<b>Land</b>	14 Cohens Way, Pakenham 3810
-------------	------------------------------

<b>Vendor's name</b>	Piyushkumar Dashrathbhai Patel	<b>Date</b> / /
<b>Vendor's signature</b>		

<b>Vendor's name</b>	Kavita Piyushkumar Patel	<b>Date</b> / /
<b>Vendor's signature</b>		

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

# 1. FINANCIAL MATTERS

## 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) Their total does not exceed:

\$3,000.00

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

To

Other particulars (including dates and times of payments):

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

## 3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

## 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X'

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. **NOTICES**

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2 **Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

4.3 **Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

5. **BUILDING PERMITS**

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6. **OWNERS CORPORATION**

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Not Applicable.

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

Not applicable.

8. **SERVICES**

The services which are marked with an ‘X’ in the accompanying square box are NOT connected to the land:

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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9. **TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. **SUBDIVISION**

10.1 **Unregistered Subdivision**



This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

### 10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

## 11. DISCLOSURE OF ENERGY INFORMATION

*(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)*

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12. DUE DILIGENCE CHECKLIST

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

Is attached.

## 13. ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

## VENDOR REPRESENTATION

The Vendor represents that this Vendors Statement has been prepared solely from information and documents provided or approved by them and acknowledge having read the entirety of the Statement. The Vendor accepts sole responsibility for the accuracy of their information provided and for any omission of information, conditions and documents required, or which may later be deemed to be required by a 32 Sale of Land Act, Domestic Building Act, Owners Corporation Act and/or any other Act or regulation governing any sale of this property





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

Page 1 of 1

VOLUME 11184 FOLIO 166

Security no : 124088846685U  
Produced 23/03/2021 01:07 PM

**LAND DESCRIPTION**

Lot 57 on Plan of Subdivision 626443Y.  
PARENT TITLE Volume 11157 Folio 890  
Created by instrument PS626443Y 01/02/2010

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
PIYUSHKUMAR DASHRATHBHAI PATEL  
KAVITA PIYUSHKUMAR PATEL both of 2/28 WESTBURY STREET ST KILDA EAST VIC 3183  
AH185218D 28/04/2010

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AQ506258D 01/12/2017  
NATIONAL AUSTRALIA BANK LTD

COVENANT AH185218D 28/04/2010  
Expiry Date 01/01/2022

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 PS626443Y 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: 14 COHENS WAY PAKENHAM VIC 3810

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED  
Effective from 01/12/2017

DOCUMENT END

**TRANSFER OF LAND**  
 Section 45 Transfer of Land Act 1958



5700

**AH185218D**

Pri  
 The in  
 collect  
 and is  
 mainta  
 registe  
 Victorian Land Registry.

28/04/2010 \$548 45

Lodged by:  
 Name: **National Australia Bank Limited 200Q**  
 Phone:  
 Address:  
 Ref:  
 Customer Code:

MADE AVAILABLE/CHANGE CONTROL  
 Office Use Only

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

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

Land: *(volume and folio reference)*  
 Volume 11184 folio 166

Estate and Interest: *(eg "all my estate in fee simple")*  
 all its estate and interest in fee simple

Consideration:  
 \$174,000.00

Transferor: *(full name)*  
**PAKENHAM VALLEY PTY LTD ACN 108 509 486**

Transferee: *(full name and address including postcode)*  
**PIYUSHKUMAR DASHRATHBHAI PATEL AND KAVITA PIYUSHKUMAR PATEL of 2/28 Westbury Street, St Kilda East VIC 3183**

Directing Party: *(full name)*

Creation and/or Reservation and/or Covenant:

**COVENANTS**

The transferee for himself, his executors, administrators and transferees to the intent that the burden of the covenants below shall run with and bind the land hereby transferred ("burdened land") covenants with the transferor and the registered proprietors for the time being of every lot (other than the burdened land) in plan of subdivision PS626443Y ("plan") ("dominant lands") whether the lots are transferred by the transferor before or after the burdened land, to the intent that the said covenants may be enforceable by the transferor and such persons as part of or for the purpose of effecting a general building scheme affecting all the dominant lands:

Continued on T2 Page2.

Approval No. 352098A

**ORDER TO REGISTER**  
 Please register and issue title to

T2

Signed \_\_\_\_\_ Cust. Code: \_\_\_\_\_

Reliable Legal Precedents Pty Ltd

**STAMP DUTY USE ONLY**

National Australia Bank Limited		
This stamp is	ABN 12 004 044 937	AP 161
SRO	Victorian Duty \$	5070.00
Property	Consideration / Advance \$	174,000
NOT TO BE COPIED	Victorian Assets %	Section P.P.P.
	Original / Counterpart / Collateral / Upstamp	
	Transaction No.	212512010
	Endorsing Date:	28/11/2010
	Signature:	P.G. 88979 No 17

THE BACK OF THIS FORM MUST NOT BE USED  
 Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



1

**DWELLING AND CONSTRUCTION WORKS**

- 1.1 not to build more than one dwelling-house on the burdened land without the written consent of the transferor or Delfin Pakenham Valley Pty Ltd ACN 092 212 087 ('Delfin');
- 1.2 not to build a 'granny-flat' on the burdened land without the written consent of the transferor or Delfin;
- 1.3 not to subdivide the burdened land without the written consent of the transferor or Delfin;
- 1.4 not to build a dwelling-house or any other improvements, or carry out any building or construction works on the burdened land unless copies of building plans, elevations, site plans, set-back plans and schedules of colours and materials have been submitted to the transferor or Delfin and Delfin has given its approval to the plans prior to the commencement of building works;
- 1.5 not to carry out any siteworks, excavation, filling or construct any fencing or retaining walls on the burdened land without the prior written consent of the transferor or Delfin;
- 1.6 not to delay or permit to be delayed the commencement or completion of any works that have been approved by the transferor or Delfin;
- 1.7 not to vary or allow any variation to any works that have been approved by the transferor or Delfin;

2

**EXTERNAL STRUCTURES**

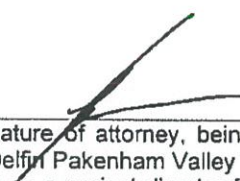
- 2.1 not to erect any external sign, hoarding, tank, clothes line, letter box, mast or pole of any description or television antenna or radio aerial without the prior written consent of the transferor or Delfin;
- 2.2 not to erect any external flood lights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure without the prior approval of the transferor or Delfin; and


Dated: 15/2/10

Execution and attestation

SIGNED by PAKENHAM VALLEY PTY LTD )  
 ACN 108 509 486 by its duly appointed attorney )  
 STARRON GOATES JON BENSON )  
 holding or acting in the position described under )  
 the name of the person who certifies that he/she )  
 is authorised to execute this document under )  
 power of attorney dated 30 January 2009 and )  
 that at the date of execution he/she has received )  
 no notice of revocation of the power of attorney )  
 in the presence of: )




  
 Signature of attorney, being a person appointed by Delfin Pakenham Valley Pty Ltd (ACN 092 212 087) as a project director for the development at 115 Cardinia Road, Officer / being a director/secretary of Delfin Pakenham Valley Pty Ltd (ACN 092 212 087) / being the Regional General Manager Victoria/Chief Operating Officer of Delfin Land Lease Limited (ACN 000 066 085)

  
 Witness  
 ✓ Victoria (BONI MASSING) )  
 Witness name

Approval No. 352098A

T2 Page 2

 Kavita P. Patel



Reliable Legal Precedents Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED  
 Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



# ANNEXURE PAGE

Transfer of Land Act 1958

This is page 3 of *Approved Form T2* dated 15/2/2010 between  
**PAKENHAM VALLEY PTY LTD** ACN 108 509 486 and  
**PIYUSHKUMAR DASHRATHBHAI PATEL** and **KAVITA**  
**PIYUSHKUMAR PATEL**

T: cc ar m re v	<b>AH185218D</b>
	28/04/2010 \$548 45
	

Signatures of the parties

*veurloxo*



**Panel Heading**

Creation and/or Reservation and/or Covenant

**3 USE OF PROPERTY**

3.1 not to use the burdened land or any part thereof for any purpose other than as a private residence or dwelling, or for such other purpose or use as may be authorised in writing by the transferor or Delfin.

The covenants in this transfer shall cease to apply to or affect the burdened land on 1 January 2022.

Execution and attestation

**SIGNED** by **PIYUSHKUMAR DASHRATHBHAI PATEL** in the presence of:



) *Piyush*

Witness

**SIGNED** by **KAVITA PIYUSHKUMAR PATEL** in the presence of:



) *Kavita P. Patel*

Witness

Approval No: 352098A

# A1



Reliable Legal Precedents Pty Ltd


1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED**
2. If multiple copies of the instrument are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

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

*Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010*

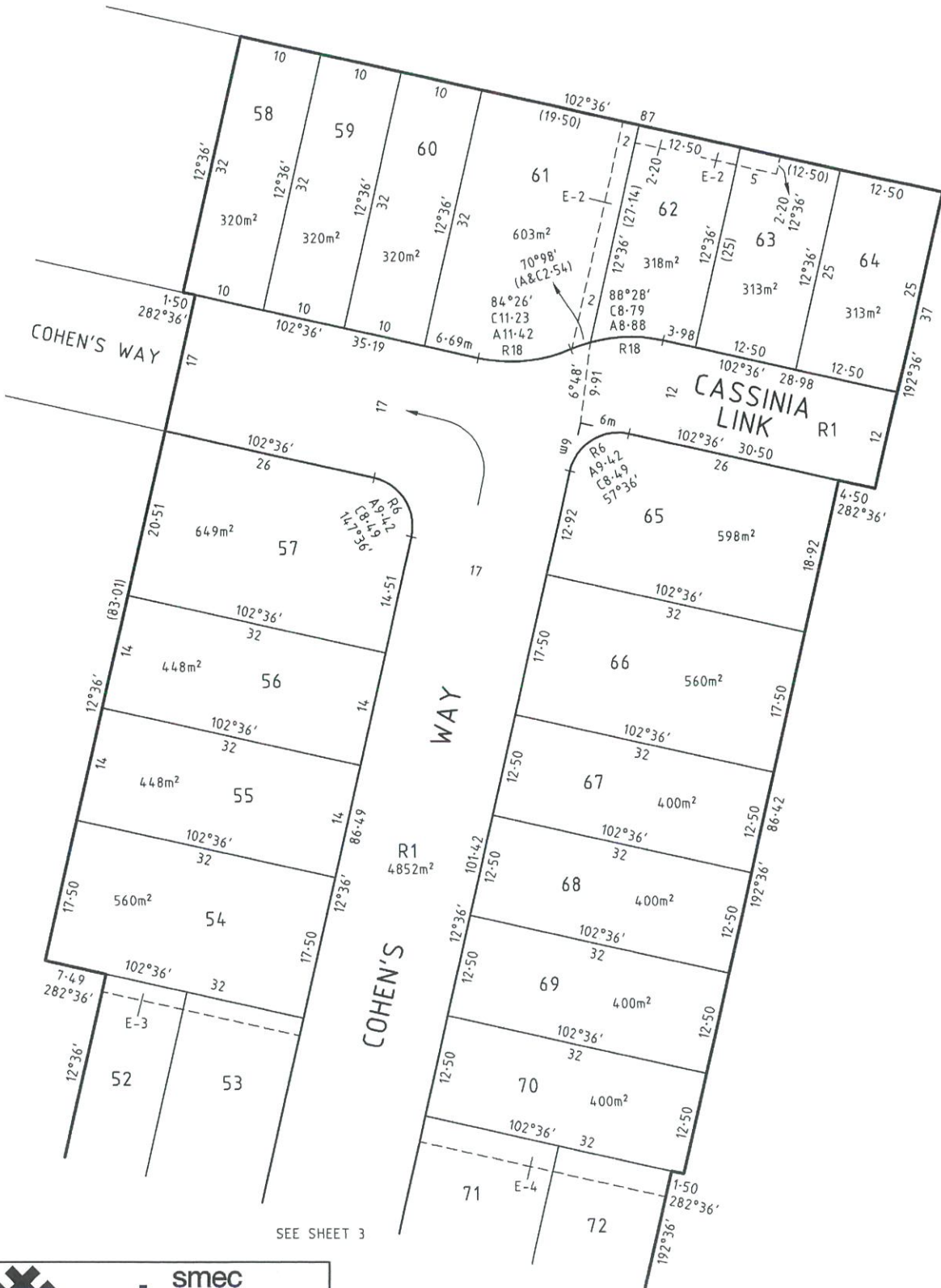
1424340\_V1 hly 302649-00108 pakd4

Signed by Council: Cardinia Shire Council, Original Certification: 13/08/2009, S.O.C.: 19/01/2010

<b>PLAN OF SUBDIVISION</b>	STAGE No. <hr/>	LR USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS 626443Y</b>
<b>LOCATION OF LAND</b> PARISH: PAKENHAM TOWNSHIP: SECTION: CROWN ALLOTMENT: 13A (PART) CROWN PORTION: TITLE REFERENCES: LAST PLAN REFERENCE/S: PS 621316J (LOT 1001) POSTAL ADDRESS: LOT 1001 PARK ORCHARD DRIVE (At time of subdivision) PAKENHAM, 3810 MGA Co-ordinates E 363 300 (of approx centre of N 5 784 950 land in plan) ZONE 55		<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b> COUNCIL NAME: CARDINIA SHIRE 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 of the 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	
<b>VESTING OF ROADS AND/OR RESERVES</b>			
IDENTIFIER	COUNCIL/BODY/PERSON		
ROAD R1	CARDINIA SHIRE COUNCIL		
<b>NOTATIONS</b>			
		STAGING This is/is not a staged subdivision. Planning permit No.	
		DEPTH LIMITATION 15-24 METRES BELOW THE SURFACE APPLIES TO ALL THE LAND IN THE PLAN. THIS IS A SPEAR PLAN.  ROAD R1 IS PARTIALLY ENCUMBERED BY EASEMENT E-1  LOTS 1 TO 51 HAVE BEEN OMITTED FROM THIS PLAN.	
<b>DEVONIA PARK STAGE 2 PAKENHAM VALLEY 1.653ha</b>		<b>26 LOTS</b>	
SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY. <span style="float: right;">0050s-DP02.01.dwg JK/PH</span>			
<b>EASEMENT INFORMATION</b>			
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Origin Land Benefited/In Favour Of
E-1	WATER SUPPLY DISTRIBUTION &/OR TRANSMISSION OF GAS	5 5	PS624580Y SOUTH EAST WATER LTD PS624580Y - SEC 146 OF THE GAS VIC GAS DISTRIBUTION PTY LTD INDUSTRY ACT 2001
E-2	DRAINAGE	SEE PLAN	THIS PLAN CARDINIA SHIRE COUNCIL
E-3	SEWERAGE	SEE PLAN	THIS PLAN SOUTH EAST WATER LTD
E-4	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN CARDINIA SHIRE COUNCIL SOUTH EAST WATER LTD
RECEIVED <input checked="" type="checkbox"/> DATE 20/01/2010 LR USE ONLY PLAN REGISTERED TIME 8:30am DATE 01/02/2010 TT.O. Assistant Registrar of Titles SHEET 1 OF 3 SHEETS			
 Melbourne Survey T 9869 0813 F 9869 0901		LICENSED SURVEYOR (PRINT).....GERALD ROBERT SHONE..... SIGNATURE .....DIGITALLY SIGNED..... DATE REF 0050s-DP02 VERSION F	
		DATE COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3	

Signed by Council: Cardinia Shire Council, Original Certification: 13/08/2009, S.O.C.: 19/01/2010

<b>PLAN OF SUBDIVISION</b>	STAGE No. _____	PLAN NUMBER <b>PS 626443Y</b>
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SEE SHEET 3



Melbourne Survey T 9869 0813 F 9869 0901

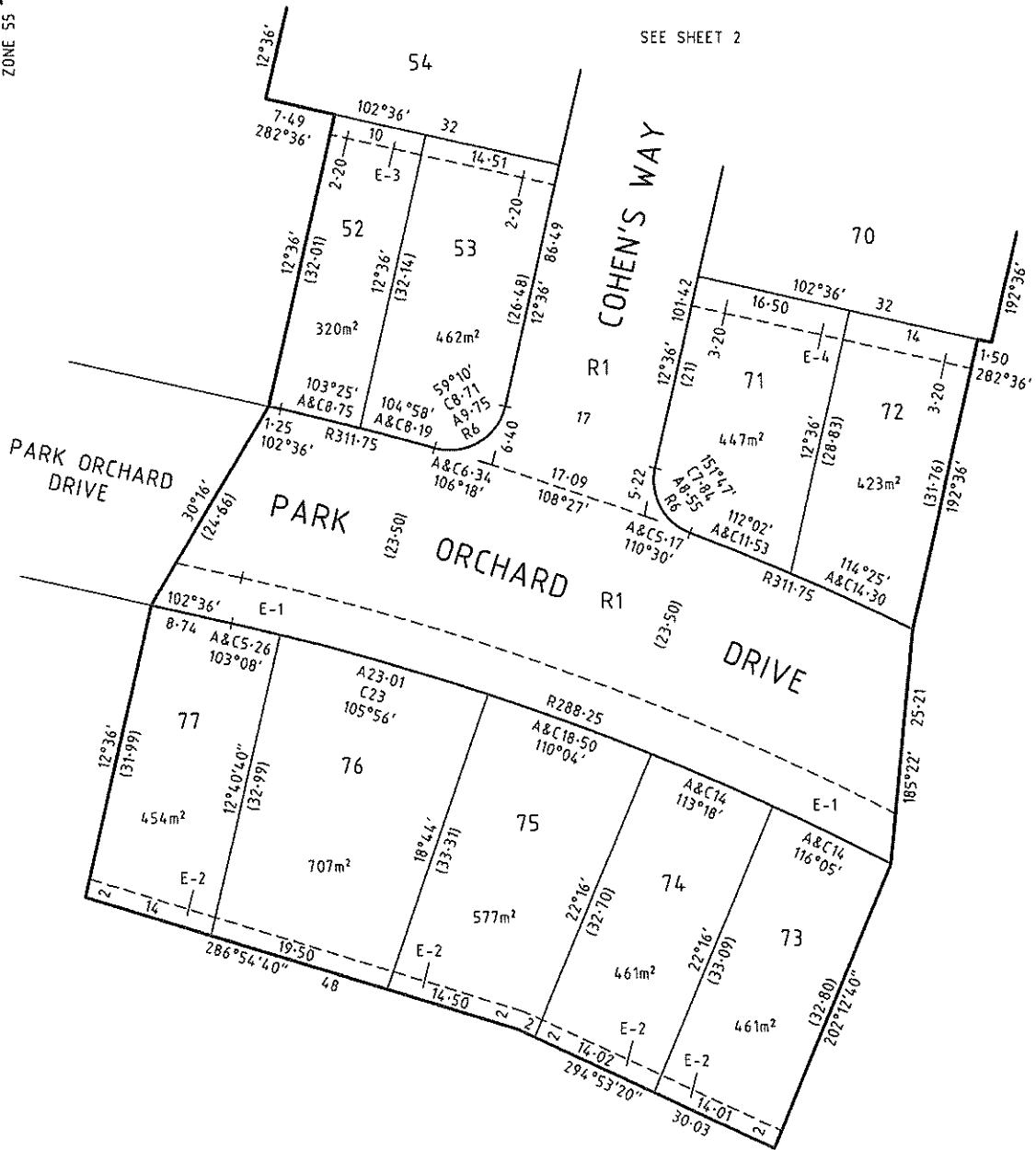
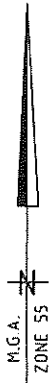
0050s-DP02-02dwwg JK/PH

<b>SCALE</b>  LENGTHS ARE IN METRES	ORIGINAL SCALE 1:500	SHEET SIZE A3	LICENSED SURVEYOR (PRINT)..... SIGNATURE ..... DATE ..... REF <b>0050s-DP02</b> VERSION <b>F</b>	SHEET <b>2</b> DATE ..... COUNCIL DELEGATE SIGNATURE .....
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Signed by Council: Cardinia Shire Council, Original Certification: 13/08/2009, S.O.C.: 19/01/2010

<b>PLAN OF SUBDIVISION</b>	STAGE No. _____	PLAN NUMBER <b>PS 626443Y</b>
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SEE SHEET 2

PARK ORCHARD DRIVE

PARK ORCHARD DRIVE

COHEN'S WAY



Melbourne Survey T 9869 0813 F 9869 0901

0050s-DP02-03.dwg JK/PH

<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE</p> <p>1:500</p>	<p>SHEET SIZE</p> <p>A3</p>	<p>LICENSED SURVEYOR (PRINT).....</p> <p>SIGNATURE .....</p> <p>REF 0050s-DP02</p>	<p>DATE</p> <p>VERSION F</p>	<p>SHEET 3</p> <p>DATE</p> <p>COUNCIL DELEGATE SIGNATURE</p>
	<p>DATE</p>				

## Plan of Subdivision PS626443Y

### Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S002982E

Plan Number: PS626443Y

Council Name: Cardinia Shire Council

Council Reference Number 1: S09/008

Surveyor's Plan Version: 0050s DP02 Ver F

#### Certification

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

#### Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made

Digitally signed by Council Delegate: Carolyn Murphy

Organisation:

Cardinia Shire Council

Date:

13/08/2009

SCHEDULE

Item 1: DATE OF AGREEMENT: 21st Day of May 20 20

Item 2: LANDLORD: Name: Piyushkumar Patel & Kavita Patel
Address: C/- Level 1, Suite 2, 48 John Street Pakenham Vic 3810

Item 3: AGENT: Registered Business Name: O'Brien Real Estate Pakenham Pty Ltd ABN 56 266 462 083
Address: Level 1, Suite 2, 48 John Street Pakenham Vic 3810
Telephone: (03) 5940 4044 Facsimile: (03) 5940 4055

Item 4: TENANT (1): Name: Carl Baleman
TENANT (2): Name: Louise Baleman
TENANT (3): Name: Tyler Baleman
TENANT (4): Name: Curlys Baleman

Item 5: PREMISES: 14 Cohens Way Pakenham Vic 3810

Item 6: RENTAL: \$1912.00 Per MONTH & to be one month in advance
Payable by the 5th day of every Month

Item 7: RENTAL PAYMENTS TO AGENT AT: O'Brien Real Estate Pty Ltd, Level 1, Suite 2, 48 John Street Pakenham Vic 3810 via DEFT

Item 8: BOND: \$1912.00 paid to the Agent on Held with the RTBA

Where there is more than one tenant the amounts they each contribute are listed here:

Item 9: URGENT REPAIRS
AUTHORISED BY AGENT: \$1,800.00 Urgent repairs: REFER TO MAINTENANCE SHEET
Urgent repairs Afterhours: 0427 964 611

\*FIXED TERM AGREEMENT:
Item 10: TERM: 12 Months

Item 11: COMMENCEMENT DATE: 5th day of June 20 20

Item 12: TERMINATION DATE: 4th day of June 20 21

Signed by Agent on behalf of the landlord

SIGNED by tenant (1) [Signature]

(2) [Signature] 3.) [Signature] 4.) [Signature]

in the presence of: (Witness) MATTHEW BERRILL

NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTION 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 name TENANT of all the terms conditions and covenants contained in the above AGREEMENT. You may without affecting my/our liability under this AGREEMENT grant time or other concession to or compromise with the TENANT and his Guarantee shall be a continuing Guarantee in all respects.

SIGNED, SEALED & DELIVERED by the Guarantor in the presence of:

The TENANT hereby acknowledges having received a copy of a Statement of Rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.





# OBrien Real Estate

## Residential Tenancy Agreement 1997 Conditions of Agreement

1. **THIS AGREEMENT** is made on the date specified in item 1 in the Schedule hereto **BETWEEN** the **LANDLORD** whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the **TENANT** whose name and address is specified in item 4 in the Schedule.

### PREMISES AND RENT

The **LANDLORD** lets to the **TENANT** the **PREMISES** specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the **RENTAL** shall be the amount specified in item 6 in the Schedule of which the first instalment is payable on the date specified in item 6 of the Schedule and payable by the **TENANT** to the party specified in item 7 in the Schedule.

### BOND

The **TENANT** shall pay a **BOND** of the amount specified in item 8 of the Schedule to the **LANDLORD/AGENT** on or before the signing of this Agreement.

In accordance with the Residential Tenancies Act 1997 the **LANDLORD/AGENT** must lodge the **BOND** with the Residential Tenancies Authority within 5 business days of receiving the **BOND**.

### FIX TERM TENANCY

The term of this Agreement shall be as specified in item 10 of the Schedule **COMMENCING** on the date specified in item 11 in the Schedule and **ENDING** on the date specified in item 12 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

## 2. CONDITION OF THE PREMISES

The **LANDLORD** shall make sure that the premises are maintained in good repair.

## 3. DAMAGE OF THE PREMISES

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

## 4. CLEANLINESS OF THE PREMISES

- (a) The **LANDLORD** shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the **TENANT** shall enter in to occupation of the premises.
- (b) The **TENANT** shall keep the premises in a reasonably clean condition during the period of Agreement.

## 5. USE OF PREMISES

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

## 6. QUIET ENJOYMENT

The **LANDLORD** shall take all reasonable steps to make sure that the **TENANT** has quiet enjoyment of the premises.

## 7. ASSIGNMENT or SUB-LETTING

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

## 8. RESIDENTIAL TENANCIES ACT 1997

Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties).

## ADDITIONAL TERMS

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

9. The **TENANT** shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.
10. The **TENANT** shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the **TENANT** shall pay the **LANDLORD** all increased premium and all other expenses incurred as a consequence of any breach of this term.
11. The **TENANT** agrees to pay the **LANDLORD** any excess amount charged or any insurance premium charged by the **LANDLORD'S** Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the **TENANT**, or by anyone on the premises with the consent of the **TENANT**.
12. The **TENANT** shall indemnify the **LANDLORD** for any loss or damage cause by failure to ensure that care is taken to avoid damaging the rented premises by the **TENANT** or anyone on the premises with the consent of the **TENANT**. Without limiting the generality of the foregoing, the **TENANT** shall indemnify the **LANDLORD** for the cost of repairs to plumbing blockages caused by the negligence or misuse of the **TENANT**
13. The **TENANT** shall notify the **LANDLORD** or **AGENT** immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.
14. The **TENANT** shall indemnify the **LANDLORD** against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the **TENANT**, or the **TENANT'S** servants, **AGENTS** and/or invitees.
15. The **TENANT** shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the **LANDLORD** or **AGENT**.
16. The **TENANT** acknowledges that it is the **TENANT'S** responsibility upon the termination of the Agreement to deliver the keys to the premises to the **AGENT'S** office and to continue paying rent until such time as the keys are delivered.
17. The **TENANT** shall not use the premises for any purpose other than for residential purposes without the written consent of the **LANDLORD**.
18. The **TENANT** shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
19. The **TENANT** shall not keep any animal, bird or pet on the premises without the written consent of the **LANDLORD**. (Note: written consent of the Body Corporate Committee will be necessary in an own-your-own unit).
20. The **TENANT** shall deposit all rubbish cartons and newspaper in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the **TENANT** for collection by the Local Council or Health Department and returned to its allotted place.
21. The **TENANT** shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
22. The **TENANT** shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.
23. The **TENANT** shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
24. The **TENANT** shall allow the **LANDLORD** or his **AGENT** to put on the premises a notice 'to let' during the last month of the term of his Agreement. The **TENANT** shall also allow the **LANDLORD** or his **AGENT** to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises by the **LANDLORD** or his **AGENT** to present the property to prospective purchasers or **TENANTS** upon 24 hours' notice or by Agreement with the **TENANT** and the **LANDLORD** or the **LANDLORD'S AGENT**.
25. The **TENANT** acknowledges that no promises, representations, warranties or undertakings have been given by the **LANDLORD** or **AGENT** in relation to the suitability of the premises for the **TENANT'S** purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.

26. No consent or waiver of any breach by the **TENANT** of the **TENANT'S** obligations under the Residential Tenancies Act 1997 shall prevent the **LANDLORD** from subsequently enforcing any of the provisions of the Agreement.
27. The **TENANT** agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the **TENANT** shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the **LANDLORD**. The Standard Rules of the Subdivision (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate.
28. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the **LANDLORD** may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the **TENANT** at least 60 days notice of the increase.
29. This Agreement may be amended only be an Agreement in writing signed by the **LANDLORD** and the **TENANT**.
30. The **TENANT** shall at the **TENANT'S** expense replace all lighting tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
31. The **TENANT** agrees to fully and regularly maintain and water the garden area, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.
32. If the **TENANT** wishes to vacate the premises at the expiration of this Agreement the **TENANT** shall give the **LANDLORD** or **AGENT** written notice of the **TENANT'S** intention to vacate 28 days prior to the expiration of the Agreement. If the **TENANT** remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the **TENANT** must give written notice of the **TENANT'S** intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the **TENANT** gives notice.
33. The **tenant/s** agrees that should he/she vacate the premises prior to the expiration of the term of the lease, he/she will pay **rent as agreed plus advertising** expenses until a suitable tenant/s is found and also pay to the agent up to a maximum of **5%** of the annual rent as a **lease break and re-letting fee**.
34. The **TENANT** acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the **TENANT** shall not refuse to pay rent on the ground that the **TENANT** intends to regard as rent paid by the **TENANT**, the **BOND** or any part of the **BOND** paid in respect of the **PREMISES**. The **TENANT** acknowledges that failure to abide by this section of the Act renders the **TENANT** liable to a penalty is \$1000.
35. The **TENANT** agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the property including common property. The **TENANT** also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used to fully reinstate the **PREMISES** or the land or common property on which it is situated to their original condition forthwith.
36. The **TENANT** must:
  - Check each smoke detector in the **PREMISES** weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the **TENANT** and the security of the **PREMISES**.
  - Replace the battery in each smoke detector on or about 1 January each year (or earlier if this becomes necessary).
  - Immediately notify the **LANDLORD/AGENT** of any faulty smoke detector (and confirm this advice to the **LANDLORD/AGENT** in writing the same day).
37. The **TENANT** acknowledges that the **TENANT** shall insure their possessions. The **TENANT** also acknowledges that the **LANDLORD'S** insurance policy will not provide cover for such possessions
38. The **TENANT/S** acknowledge that all rental payments are to be made by DEFT rent.
39. Upon **TENANT/S** vacating, keys must be returned together with any other items given at the commencement of the Rental Lease Agreement, such as remote controls and manuals. Any item not returned upon vacating will be replaced at the **TENANT/S** expense.
40. The tenant accepts the property in the condition as inspected. No promises have been made by the Landlord or his Agent as to any improvements to the property during their tenancy.



**Extra Special Conditions**

- a. The **tenant/s** acknowledges/s that **rental** shall be paid **monthly in advance**, paying by DEFT rent.
- b. The **tenant/s** agrees that should he/she change any of the locks in the premises that a **copy of such key** must be provided to the agent/landlord immediately.
- c. The **tenant/s** agrees to properly maintain the **lawns, gardens and shrubs**, at regular intervals including carrying out the **necessary weeding** during the term of this tenancy (where appropriate).
- d. In the case of a unit or flat, the **tenant/s** agrees that he/she and his/her visitors will **use only the parking spaces provided** and **additional** vehicles will be parked **outside** on the street.
- e. The **tenant/s** agrees not to use hooks, pins or adhesive tapes to affix items to the walls of the premises, or hang wallpaper in **any** part of the property, unless written consent is granted.
- f. The **tenant/s** agrees **not** to carry out any **motor vehicle mechanical repairs or vehicle spray painting** on any part of the property.
- g. **Disused, unregistered or roadworthy vehicles** must not be left on any part of the property. All expenses pertaining to the removal of such vehicles will be at the **tenant/s's** expense, payable within seven (7) days of receipt of the account.
- h. The **tenant/s** agrees to dispose of **all household rubbish in council approved rubbish bins** in accordance with local By-Laws.
- i. **This lease is conditional** upon the number of persons occupying the premises, **to be disclosed** by the **tenant/s** at the time of making the application for tenancy.
- j. The **tenant/s** shall be responsible for any **broken glass** during the term of the tenancy, or shall be liable for any **excess on insurance cover claims** during the term of the tenancy.
- k. The **tenant/s** shall be responsible for all charges incurred due to **dishonoured rent payments and legal costs** borne by the application and appearance of the Agent at the Residential Tenancies Tribunal, during the term of the tenancy.
- l. The **tenant/s** shall pay all charges incurred by **water usage** during the term of the tenancy, and must inform the water authority of his/ her commencement and termination of the lease.
- m. The **tenant/s** agrees to **professionally steam clean** the carpets upon vacating the property.

SIGNED TENANT (1)

 ..... (3) 

SIGNED TENANT (2)

 ..... (4) 

## ELECTRONIC COMMUNICATIONS DELIVERY POLICY- DISCLOSURE AND CONSENT FORM

This policy describes how O'Brien Real Estate Pakenham delivers communications to you electronically.

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

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

Communications include:

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

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

### Updating your contact information


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

### How to withdraw your consent


You may withdraw your consent to receive Communications electronically by writing to us; Suite 2 Level 1 48 John Street Pakenham or email [pakenham@obrienrealestate.com.au](mailto:pakenham@obrienrealestate.com.au) or by contacting us via the "Contact Us" link on our website.


Renter 1 Name Tyler Bateman Signature 

Email tyler.jane.bateman@outlook.com Date 4-6-20

Renter 1 Name CARL Bateman Signature 

Email Carl-the-brickie@hotmail.com Date 9/6/20

Renter 3 : NAME LOUISE BATEMAN   
EMAIL. CARLOUBATEMAN 26@hotmail.com 9-06-20

Renter 4 NAME CURTIS BATEMAN   
EMAIL. CJB010102@hotmail.com 9-06-20

# Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / STRATA CONVEYANCING SERVICES

**Your Reference:** 231782/PATEL

**Certificate No:** 21513769

**Issue Date:** 05 APR 2018

**Enquiries:** ESYSPROD

**Land Address:** 14 COHENS WAY PAKENHAM VIC 3810

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37796286	57	626443	11184	166	\$0.00

**Vendor:** KAVITA PATEL & PIYUSHKUMAR PATEL

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR PIYUSHKUMAR DASHRATHBHAI P/	2018	\$215,000	\$0.00	\$0.00	\$0.00

**Comments:** Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: [www.sro.vic.gov.au/certificates](http://www.sro.vic.gov.au/certificates)

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$0
SITE VALUE:	\$215,000
AMOUNT PAYABLE:	\$0.00

## Land Tax Clearance Certificate - Remittance Advice

**Certificate No:** 21513769

**Land ID:** 37796286

**Amount Payable:** \$0.00

State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.  
Do not mark below this line.

# Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 21513769

- Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
  - the vendor, or
  - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$215,000

Calculated as \$0 plus ( \$215,000 - \$0) multiplied by 0.000 cents.

## Further information

<b>Internet</b>	<a href="http://www.sro.vic.gov.au">www.sro.vic.gov.au</a>
<b>Email</b>	<a href="mailto:sro@sro.vic.gov.au">sro@sro.vic.gov.au</a> (Attn: Land Tax)
<b>Phone</b>	13 21 61 (local call cost)
<b>Fax</b>	03 9628 6853
<b>Mail</b>	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

## Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



### Payment by mail:

- State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Strata Conveyancing Services C/- InfoTrack  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 354074

NO PROPOSALS. As at the 5th April 2018, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

14 COHENS WAY, PAKENHAM 3810  
SHIRE OF CARDINIA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 5th April 2018

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 27960419 - 27960419095943 '354074'



LAND INFORMATION CERTIFICATE  
 SECTION 229 LOCAL GOVERNMENT ACT 1989  
 LAND INFORMATION CERTIFICATE  
 REGULATIONS 1992



Strata Conveyancing Services C/-InfoTrack c/Landata  
 DX 250639  
 Melbourne

CERTIFICATE NO: 51169  
 APPLICANT REFERENCE: 27960419 012 1  
 DATE: 9/04/2018

This certificate PROVIDES information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the Council.

This certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from Council or the relevant Authority. A fee may be charged for such information.

ASSESSMENT NO:	5000008754	VALUATIONS	
PROPERTY LOCATION:	14 Cohen`s Way	SITE VALUE:	215000
	Pakenham 3810	CAPITAL IMPROVED VALUE:	425000
TITLE DETAILS:	L57 PS626443 V11184 F166	NET ANNUAL VALUE:	21250
		LEVEL OF VALUE DATE:	01/01/16
		OPERATIVE DATE:	01/07/16

**PROPERTY RATES & CHARGES**

Rates and charges for the financial year ending 30 June 2018

<u>RATES &amp; CHARGES</u>	<u>LEVIED</u>	<u>BALANCE</u>
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$1,545.73	\$773.09
INTEREST	\$0.00	\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$158.85	\$79.43
GARBAGE	\$235.05	\$117.53
GREEN WASTE LEVY	\$132.85	\$66.43

**SPECIAL RATES /SPECIAL CHARGES**

SCHEME NAME	ESTIMATED AMOUNT	PRINCIPAL BALANCE	INTEREST BALANCE
		TOTAL SCHEME BALANCE	\$0.00

**OPEN SPACE CONTRIBUTION**

**TOTAL OUTSTANDING** **\$1,036.48**



**LAND INFORMATION CERTIFICATE  
SECTION 229 LOCAL GOVERNMENT ACT 1989  
LAND INFORMATION CERTIFICATE  
REGULATIONS 1992**

14 Cohen's Way  
Pakenham  
L57 PS626443 V11184 F166

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**NOTICES AND ORDERS**

Other Notices or Orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

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**OPEN SPACE CONTRIBUTION**

Any outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958:

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**FLOOD LEVEL**

A flood level has not been designated under the Building Regulations 1994.  
Advice on whether a flood level has been determined, which affects the property, should be sought from Melbourne Water.

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**POTENTIAL LIABILITIES**

Notices and Orders issued as described above:

Other:

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**ADDITIONAL INFORMATION**

In accordance with Section 175 of the Local Government Act a person who becomes the owner of rateable land must pay any rate or charge on the land which is due and payable at the time the person becomes the owner of the land.

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I acknowledge having received the sum of \$25.90 being the fee for this certificate.

Delegated Officer: .....



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**CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.  
PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.**

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Strata Conveyancing Services C/-  
InfoTrack  
E-mail: [certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

Statement for property:  
LOT 57 14 COHENS WAY PAKENHAM  
3810  
57 PS 626443

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62J//00012/00022	LANDATA CER 27960419-024-4	05 APR 2018	30873048

## 1. Statement of Fees Imposed

### (a) By Other Authorities

<b>Melbourne Water Corporation Total Service Charges</b>	01/04/2018 to 30/06/2018	\$24.72
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### (b) By South East Water

<b>Water Service Charge</b>	01/04/2018 to 30/06/2018	\$30.27
<b>Sewerage Service Charge</b>	01/04/2018 to 30/06/2018	\$96.12
<b>Recycled Water Service Charge</b>	01/04/2018 to 30/06/2018	\$6.01
<b>Subtotal Service Charges</b>		<u>\$157.12</u>
<b>Usage Charges*</b>	Billed until 9/3/2018	\$242.12
<b>Arrears</b>		\$157.08
<b>TOTAL UNPAID BALANCE</b>		\$556.32

The meter at the property was last read on 09/03/2018. Fees accrued since that date may be estimated by reference to the following historical information about the property:

<b>Water Usage Charge</b>	<b>\$1.54 per day</b>
<b>Sewage Disposal Charge</b>	<b>\$1.04 per day</b>
<b>Recycled Water Usage Charge</b>	<b>\$0.43 per day</b>

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below):

<https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

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

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

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

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



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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

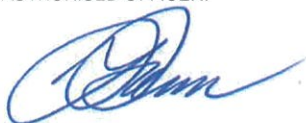
## 2. Encumbrance Summary

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

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at [www.southeastwater.com.au](http://www.southeastwater.com.au) Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at [www.southeastwater.com.au](http://www.southeastwater.com.au). When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Pursuant to section 144 of the Water Act 1989 (Vic), South East Water has declared this property to be a serviced property for the purposes of: (a) potable water (b) recycled water (c) sewerage Pursuant to section 145 of the Water Act 1989 (Vic), South East Water will impose on the owner of the property 'Conditions of Connection' when connection to its assets is requested. Where a connection to South East Water's water supply system is requested by the applicant, such connection will also include Class A recycled water where available. For information please contact Property Development Branch on telephone 131694 or [www.southeastwater.com.au](http://www.southeastwater.com.au)

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

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



# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

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

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

**Important Warnings**

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

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

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

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

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

### 3. Disclaimer

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

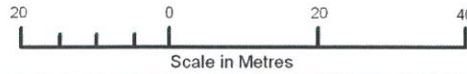
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

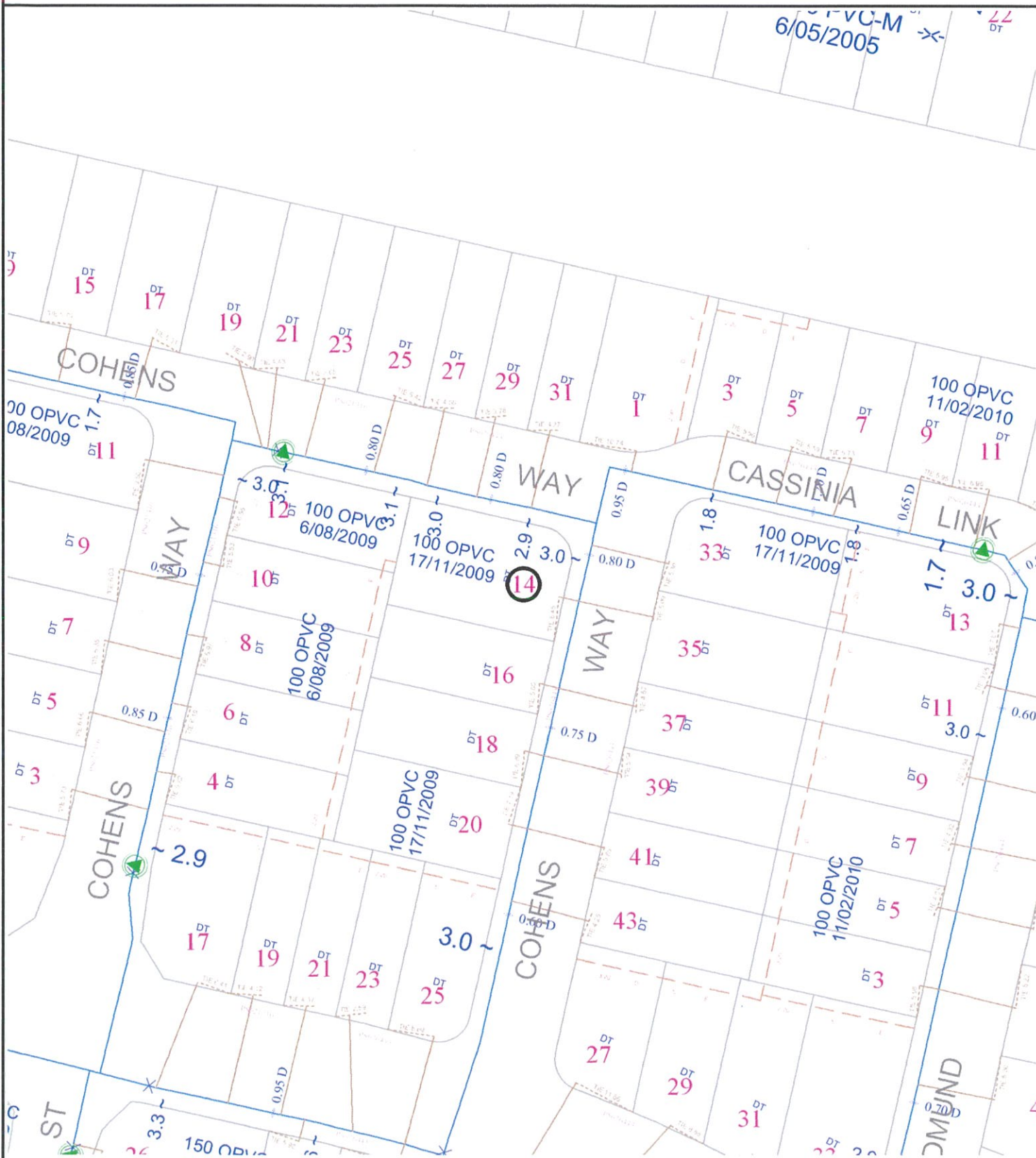
**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



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

Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main	Inspection Shaft
Easement	Direction of Flow 225 VC 280 MOR	Offset from Boundary
Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.

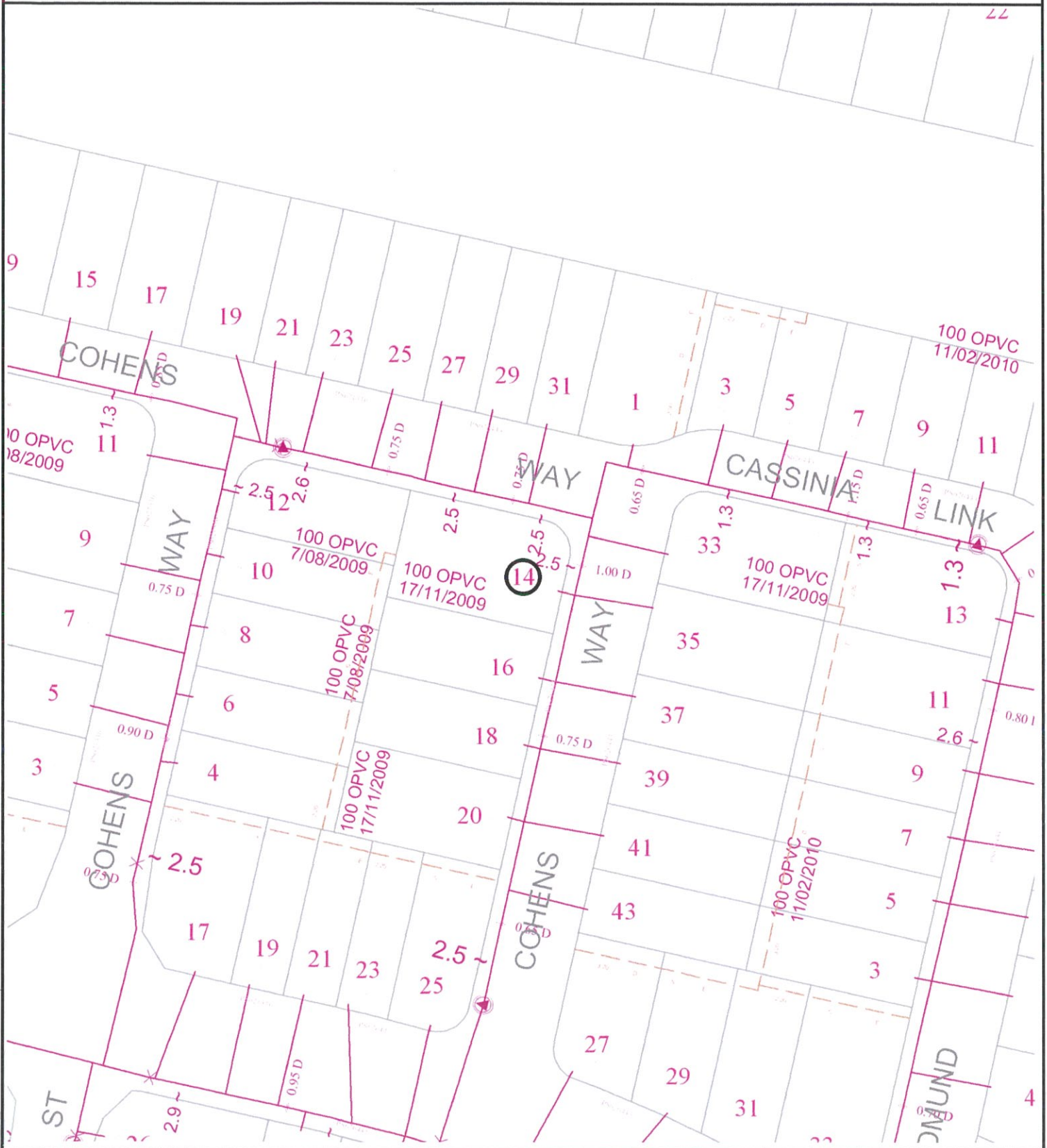




**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions.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

**LEGEND**

- Title/Road Boundary
- - - Proposed Title/Road
- - - Easement
- Subject Property
- Water Main Valve
- Water Main
- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary



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

**LEGEND**

- |                     |                           |                      |
|---------------------|---------------------------|----------------------|
| Title/Road Boundary | Subject Property          | Hydrant              |
| Proposed Title/Road | Recycled Water Main Valve | Fireplug/Washout     |
| Easement            | Recycled Water Main       | Offset from Boundary |



# 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.

(04/10/2016)



## Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 19 March 2018 04:08 PM

**Address:** 14 COHENS WAY PAKENHAM 3810

**Lot / Plan:** Lot 57 PS626443

**SPI (Standard Parcel Identifier):** 57\PS626443

**Local Government (Council):** CARDINIA **Council Property Number:** 5000008754

**Directory Reference:** Melway 215 E7

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

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

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

### Parcel Details

Lot/Plan or Crown Description	SPI
Lot 57 PS626443	57\PS626443

### State Electorates

**Legislative Council:** EASTERN VICTORIA

**Legislative Assembly:** BASS

### Utilities

**Rural Water Business:** Southern Rural Water

**Metro Water Business:** South East Water Limited

**Melbourne Water:** inside drainage boundary

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

### Planning Zone Summary

**Planning Zone:** [URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 1 \(UGZ1\)](#)

**Planning Overlay:** [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)

### Further Planning Information

Planning scheme data last updated on 14 March 2018.

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

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

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

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

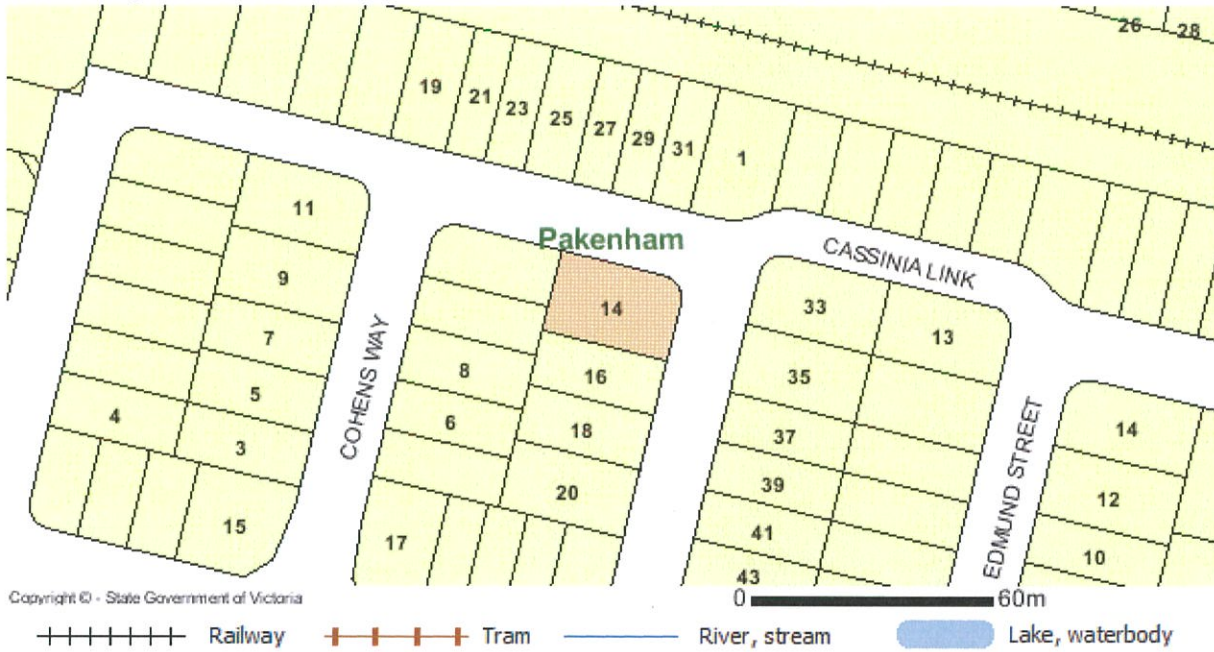
The Planning Property Report includes separate maps of zones and overlays

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

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

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

### Area Map



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## Planning Property Report

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 19 March 2018 04:08 PM

**Address:** 14 COHENS WAY PAKENHAM 3810

**Lot / Plan:** Lot 57 PS626443

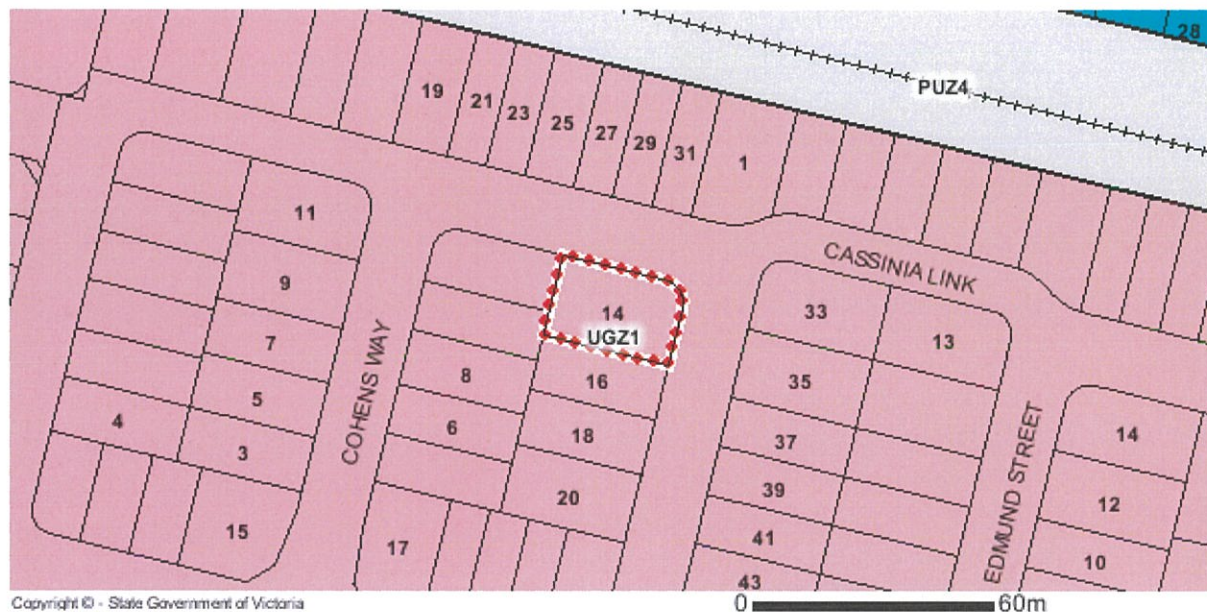
**Local Government (Council):** CARDINIA **Council Property Number:** 5000008754

**Directory Reference:** Melway 215 E7

### Planning Zone






















































[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 1 \(UGZ1\)](#)



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

## Zones Legend

	ACZ - Activity Centre		IN1Z - Industrial 1		R1Z - General Residential
	B1Z - Commercial 1		IN2Z - Industrial 2		R2Z - General Residential
	B2Z - Commercial 1		IN3Z - Industrial 3		R3Z - General Residential
	B3Z - Commercial 2		LDRZ - Low Density Residential		RAZ - Rural Activity
	B4Z - Commercial 2		MUZ - Mixed Use		RCZ - Rural Conservation
	B5Z - Commercial 1		NRZ - Neighbourhood Residential		RDZ1 - Road - Category 1
	C1Z - Commercial 1		PCRZ - Public Conservation & Resource		RDZ2 - Road - Category 2
	C2Z - Commercial 2		PDZ - Priority Development		RGZ - Residential Growth
	CA - Commonwealth Land		PPRZ - Public Park & Recreation		RLZ - Rural Living
	CCZ - Capital City		PUZ1 - Public Use - Service & Utility		RUZ - Rural
	CDZ - Comprehensive Development		PUZ2 - Public Use - Education		SUZ - Special Use
	DZ - Dockland		PUZ3 - Public Use - Health Community		TZ - Township
	ERZ - Environmental Rural		PUZ4 - Public Use - Transport		UFZ - Urban Floodway
	FZ - Farming		PUZ5 - Public Use - Cemetery/Crematorium		UGZ - Urban Growth
	GRZ - General Residential		PUZ6 - Public Use - Local Government		
	GWAZ - Green Wedge A		PUZ7 - Public Use - Other Public Use		
	GWZ - Green Wedge		PZ - Port		
					Urban Growth Boundary
	Railway		Tram		River, stream
					Lake, waterbody



## Planning Overlay

### [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

### [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)



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0 60m

#### Overlays Legend

 AEO - Airport Environs	 IPO - Incorporated Plan
 BMO - Bushfire Management	 LSI0 - Land Subject to Inundation
 CLPO - City Link Project	 MAEO1 - Melbourne Airport Environs 1
 DCPO - Development Contributions Plan	 MAEO2 - Melbourne Airport Environs 2
 DDO - Design & Development	 NCO - Neighbourhood Character
 DDOPT - Design & Development Part	 PO - Parking
 DPO - Development Plan	 PAO - Public Acquisition
 EAO - Environmental Audit	 RO - Restructure
 EMO - Erosion Management	 RCO - Road Closure
 ESO - Environmental Significance	 SBO - Special Building
 FO - Floodway	 SLO - Significant Landscape
 HO - Heritage	 SMD - Salinity Management
 ICPO - Infrastructure Contributions Plan	 SRO - State Resource
 Railway	 VPO - Vegetation Protection
 Tram	
 River, stream	
 Lake, waterbody	

Note: due to overlaps some colours may not match those in the legend.

## Further Planning Information

Planning scheme data last updated on 14 March 2018.

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**PIYUSHKUMAR DASHRATHBHAI PATEL AND KAVITA PIYUSHKUMAR PATEL**

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**VENDORS STATEMENT**

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**Property: 14 Cohens Way, Pakenham 3810**

Strata Conveyancing Services  
Licensed Conveyancers  
116 Main Street  
Pakenham VIC 3810  
Tel: 03 5940 3977  
Fax: 03 5930 9986  
DX 81012 Pakenham  
Ref: LE:231782/Patel  
[liz@stratapakenham.com.au](mailto:liz@stratapakenham.com.au)