

VENDOR'S STATEMENT PURSUANT TO 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.

VENDOR **PAUL CHRISTOPHER EASTON**

PROPERTY **9 Claremont Drive, Irymple**
 (Lot 5 on Plan of Subdivision 724008W and being the land more particularly described in
 Certificate of Title Volume 11941 Folio 456)

1. FINANCIAL MATTERS

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

- (a) Are contained in the attached certificates.
- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
 - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
 - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

Nil.

1.3 Terms Contract

This section 1.3 only applies if the 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, particulars are as follows:

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 to the receipt of rents and profits, are as follows:

Nil.

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

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

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

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is not in a bushfire prone area under section 192A of the *Building Act 1993*.

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 are as follows:

Nil.

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

Nil.

5. BUILDING PERMITS

Particulars of any building permits issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land) are contained in the attached certificate.

6. OWNERS CORPORATION

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

7.1 Work-in-Kind Agreement

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

7.2 GAIC Recording

The land is not affected by the GAIC.

8. SERVICES

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

- (a) telephone services

9. TITLE

- 9.1 Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a "diagram location" in the Statement that identifies the land and its location.

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

11. DUE DILIGENCE CHECKLIST

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

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

Date of this Statement: /...../.....

Signature of the vendor:
Paul Christopher Easton

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

Date of this Acknowledgment: /...../.....

Signature of the purchaser:



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 1 of 1

VOLUME 11941 FOLIO 456

Security no : 124094996260Y
Produced 21/01/2022 10:49 AM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 724008W.
PARENT TITLES :
Volume 10970 Folio 542 Volume 11686 Folio 713
Created by instrument PS724008W 15/12/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PAUL CHRISTOPHER EASTON of 12 SPRINGFIELD DRIVE MILDURA VIC 3500
AR007902B 10/05/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR007903Y 10/05/2018
COMMONWEALTH BANK OF AUSTRALIA

COVENANT AR007902B 10/05/2018

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AD802747Y 10/08/2005

DIAGRAM LOCATION

SEE PS724008W 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: 9 CLAREMONT DRIVE IRYMPLE VIC 3498

ADMINISTRATIVE NOTICES

NIL

eCT Control 15771K COMMONWEALTH BANK OF AUSTRALIA - CONSUMER
Effective from 10/05/2018

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS724008W
Number of Pages (excluding this cover sheet)	5
Document Assembled	21/01/2022 10:53

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

Signed by Council: Mildura Rural City Council, Council Ref: Stage 2, 007.2001.00000298.002, Original Certification: 16/12/2013, Recertification: 24/08/2017, S.O.C.: 15/11/2017

PLAN OF SUBDIVISION		LR use only EDITION 1	PS 724008W	
<p style="text-align: center;">Location of Land</p> <p>Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 4 (PART)</p> <p>Title References: Vol 10970 Fol 542 & Vol 11686 Fol 719</p> <p>Last Plan Reference: PS 445674L (LOT 2) & PS 603885T (LOT B)</p> <p>Postal Address: 905-939 KARADOC AVENUE, IRYMPLE, 3498.</p> <p>MGA94 Co-ordinates: E 607450 (0f approx. centre of plan) N 6211900 Zone 54</p>		<p style="text-align: center;">COUNCIL NAME : MILDURA RURAL CITY COUNCIL</p>		
Vesting of Roads or Reserves		Notations		
Identifier	Council/Body/Person	<p>LOTS 17 TO 52 AND LOTS A & B HAVE BEEN OMITTED FROM THIS PLAN.</p> <p><u>OTHER PURPOSES OF PLAN:</u></p> <p>1. REMOVE THE DRAINAGE EASEMENT IN FAVOUR OF THE FIRST MILDURA IRRIGATION TRUST CREATED ON PS 445674L.</p> <p>2. REMOVE THE DRAINAGE & WATER SUPPLY EASEMENT IN FAVOUR OF THE FIRST MILDURA IRRIGATION TRUST CREATED ON PS 431655T AND SHOWN AS E-1 ON PS 603885T.</p> <p><u>GROUND'S FOR REMOVAL OF BOTH EASEMENTS:</u></p> <p>CONSENT OF LOWER MURRAY URBAN & RURAL WATER CORPORATION.</p>		
ROAD RI RESERVE No.1	MILDURA RURAL CITY COUNCIL MILDURA RURAL CITY COUNCIL			
Notations				
Depth Limitation: DOES NOT APPLY				
<p>Survey:- This plan is / is not based on survey.</p> <p><i>To be completed where applicable.</i></p> <p>This survey has been connected to permanent marks no(s).840, 1093 & 1094.</p> <p>In Proclaimed Survey Area no. _____</p> <p>Staging This is/is not a staged subdivision Planning Permit No. 005.2001.00000298.004</p>				
Easement Information				
<p>Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)</p>				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	2	PS 445674L	LOT 1 ON PS 445674L
E-2	SEWERAGE	2	PS 616778W	LOWER MURRAY URBAN & RURAL WATER CORPORATION
E-3	PIPELINE OR ANCILLARY PURPOSES	2	THIS PLAN & SECTION 136 WATER ACT 1989.	LOWER MURRAY URBAN & RURAL WATER CORPORATION
E-4	DRAINAGE	2	THIS PLAN	MILDURA RURAL CITY COUNCIL
E-5	PIPELINE OR ANCILLARY PURPOSES	2	THIS PLAN & SECTION 136 WATER ACT 1989.	LOWER MURRAY URBAN & RURAL WATER CORPORATION
	DRAINAGE		THIS PLAN	MILDURA RURAL CITY COUNCIL
FREEMAN & FREEMAN LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239 EMAIL: ffsurvey@ncable.com.au		SURVEYORS REF : 6826/B ROBERT BRUCE FREEMAN VERSION 5		ORIGINAL SHEET SIZE : A3 PLAN REGISTERED TIME: 04:22 pm DATE: 15/12/2017 Assistant Registrar of Titles

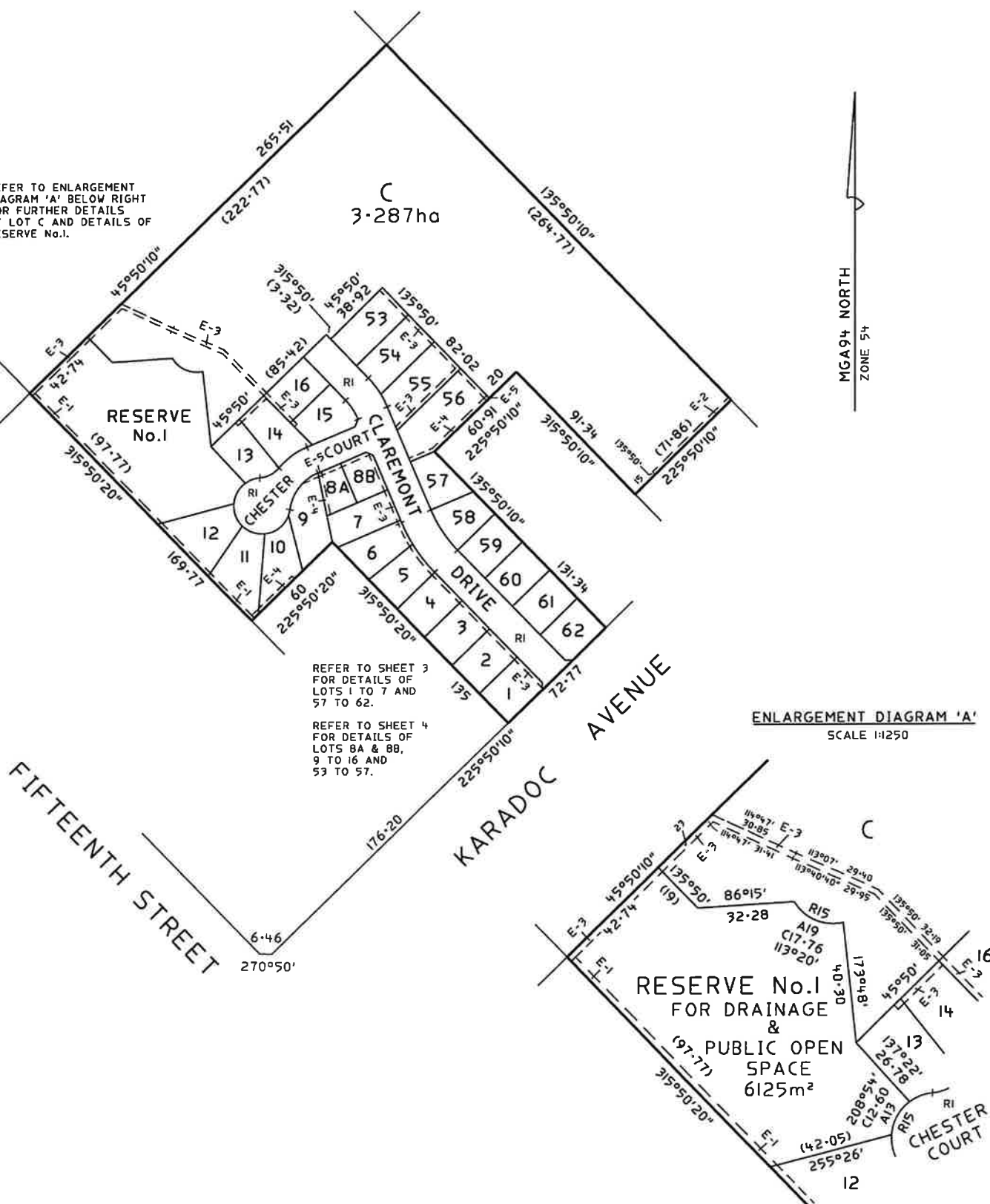
Signed by: Robert Bruce Freeman (Freeman and Freeman Land Surveyors) Surveyor's Plan Version (5) SPEAR Ref: S044456B 17/08/2017

Signed by Council: Mildura Rural City Council, Council Ref: Stage 2, 007.2001.00000298.002, Original Certification: 16/12/2013, Recertification: 24/08/2017, S.O.C.: 15/11/2017

PS 724008W

REFER TO ENLARGEMENT
DIAGRAM 'A' BELOW RIGHT
FOR FURTHER DETAILS
OF LOT C AND DETAILS OF
RESERVE No.1.

MGA94 NORTH
ZONE 54



SURVEYORS REF : 6826/B

FREEMAN & FREEMAN

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502
TELEPHONE: (03) 50236239
EMAIL: ffsurvey@ncable.com.au

SCALE
1:2000

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LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE : A3

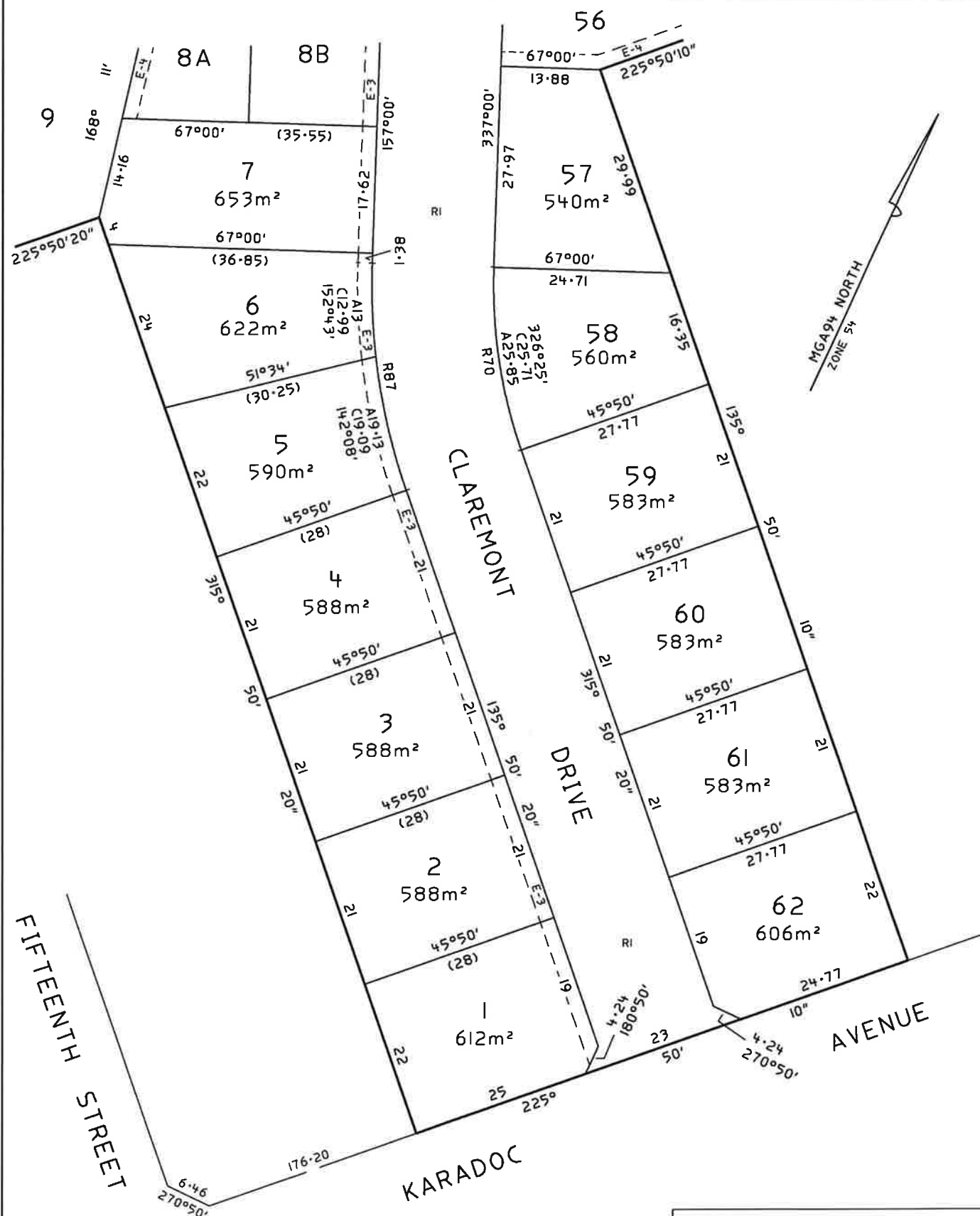
Sheet 2

ROBERT BRUCE FREEMAN VERSION 5

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PS 724008W

SEE SHEET 4 FOR DETAILS OF
LOTS 8A, 8B, 9 TO 16 AND 53 TO 56



FREEMAN & FREEMAN

LAND SURVEYORS

PO BOX 2135 MILDURA VIC 3502
TELEPHONE: (03) 50236239
EMAIL: ffsurvey@ncable.com.au

SCALE
1:500

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LENGTHS ARE IN METRES

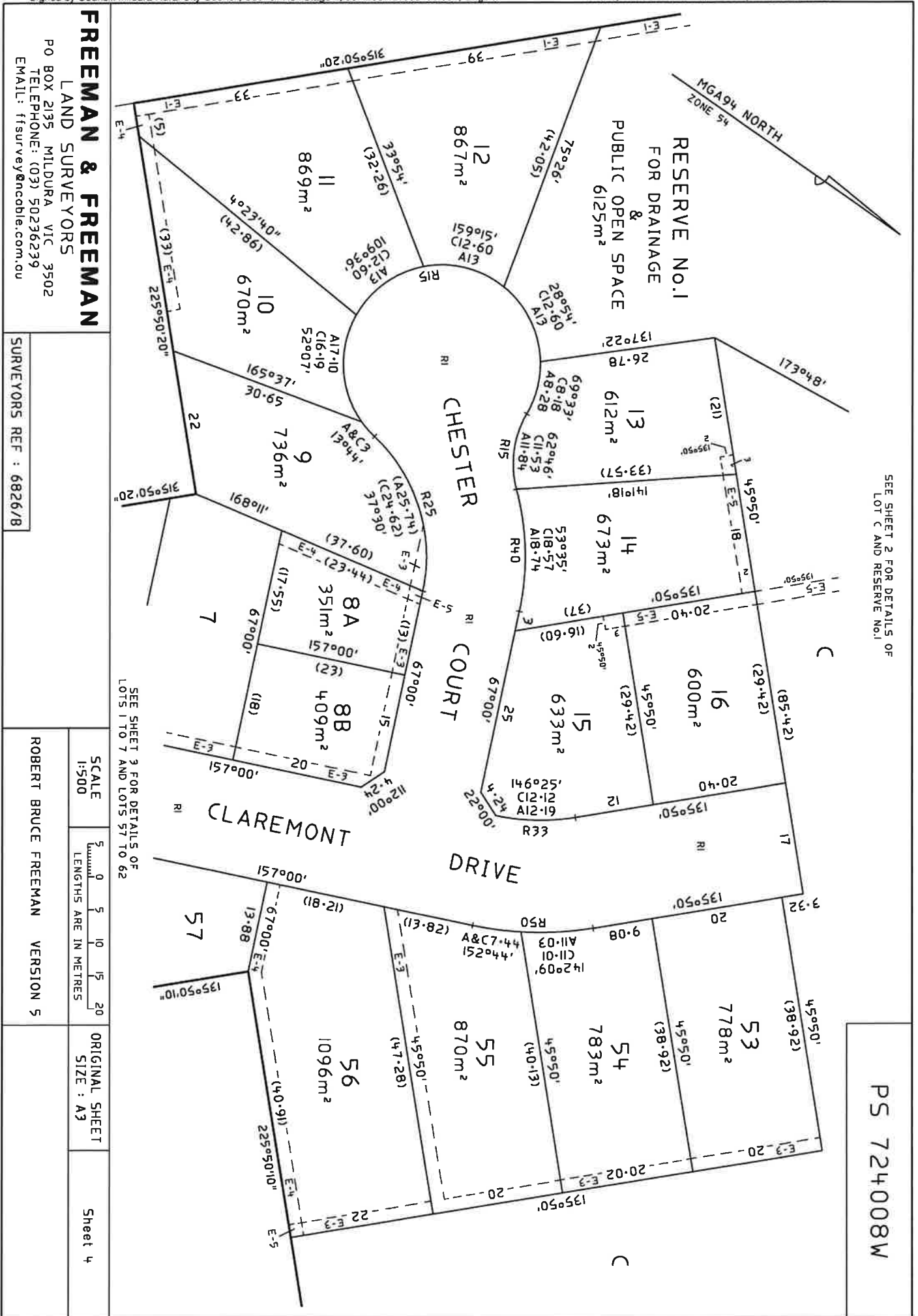
ROBERT BRUCE FREEMAN VERSION 5

SURVEYORS REF : 6826/B

ORIGINAL SHEET
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Mildura Rural City Council

Plan of Subdivision PS724008W

Certifying a New Version of an Existing Plan (Form 11)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S044456B

Plan Number: PS724008W

Responsible Authority Name: Mildura Rural City Council

Responsible Authority Reference Number 1: Stage 2

Responsible Authority Reference Number 2: 007.2001.00000298.002

Surveyor's Plan Version: 5

Certification

 This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 16/12/2013

Date of previous recertifications under Section 11(7): 05/07/2017

Public Open Space

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

 has not been made at Certification

Digitally signed by Council Delegate: Natalie Dean

Organisation: Mildura Rural City Council

Date: 24/08/2017

AR007902B

**Transfer of land - creating an easement and/or
restrictive covenant**

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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and used for the purpose of
maintaining publicly searchable
registers and indexes.

**CBA - MS
15771K**

Lodged by

Name:

Phone:

Address:

Reference:

Customer code:

The transferor 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)

CERTIFICATE OF TITLE VOLUME 11941 FOLIO 456

Estate and interest: (e.g. all my estate in fee simple)

ALL MY ESTATE IN FEE SIMPLE

Consideration:

\$108,000.00

Transferor: (full name)

IRYMPLE DEVELOPMENTS PTY. LTD. ACN 607 924 952

Transferee: (full name and address, including postcode)

PAUL CHRISTOPHER EASTON OF 12 SPRINGFIELD DRIVE, MILDURA, VIC. 3500

Creation and/or reservation of easement and/or restrictive covenant

AND THE SAID PAUL CHRISTOPHER EASTON FOR HIMSELF AND HIS TRANSFEREES THE REGISTERED PROPRIETORS FOR THE TIME BEING OF THE LAND TRANSFERRED AND EVERY PART THEREOF DO HEREBY AS A SEPARATE COVENANT COVENANT WITH THE SAID IRYMPLE DEVELOPMENTS PTY LTD (ACN 607 924 952) AND THE OTHER REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF THE LAND COMPRISED IN PLAN OF SUBDIVISION NO. 603885T AND EVERY PART THEREOF (OTHER THAN THE LAND HEREBY TRANSFERRED) AS

35271702A

45-2TLA

Page 1 of 5

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**Transfer of land - creating an easement and/or
restrictive covenant
Section 45 Transfer of Land Act 1958**

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FOLLOWS:

A) THEY WILL NOT ERECT OR CAUSE OR SUFFER TO BE ERECTED OR ALLOW TO REMAIN UPON THE SAID LAND MORE THAN ONE MAIN RESIDENTIAL BUILDING AND THAT SUCH BUILDING AND LOT OR ANY PART THEREOF SHALL NOT BE FURTHER SUBDIVIDED UNDER THE PROVISIONS OF THE SUBDIVISIONS ACT 1988 OR ANY AMENDMENT, MODIFICATION OR RE-ENACTMENT OF OR SUBSTITUTION OF THAT ACT.

B) THEY WILL NOT ERECT OR CAUSE OR SUFFER TO BE ERECTED OR ALLOW TO REMAIN UPON THE SAID LAND ANY DWELLING HOUSE (EXCEPT FOR THE USUAL OUTBUILDINGS) WITH MORE THAN FIFTY PER CENTUM OF THE EXTERNAL WALLS OF ANY MATERIAL OTHER THAN BRICK (WHICH DEFINITION SHALL NOT BE EXTENDED TO MEAN MUD-BRICK), BRICK VENEER STONE OR RENDERED FINISH AND SHALL NOT ROOF SUCH DWELLING WITH MATERIAL OTHER THAN TILES, COLOURBOND STEEL OR ZINC STEEL OR ALUMINIUM AND THAT ANY ROOF SHALL NOT BE PITCHED AT AN ANGLE LESS THAN TWENTY DEGREES AND SHALL NOT ERECT OR CAUSE OR SUFFER TO BE ERECTED OR ALLOW TO REMAIN UPON THE SAID LAND ANY CARPORT OR GARAGE OTHER THAN UNDER THE MAIN ROOF LINE OF THE SAID DWELLING HOUSE.

C) THEY WILL NOT ERECT OR CAUSE OR SUFFER TO BE ERECTED OR ALLOW TO REMAIN UPON THE SAID LAND ANY TRANSPORTABLE, PREFABRICATED OR MOVEABLE DWELLING HOUSE OR ANY EXISTING DWELLING HOUSE MOVED IN WHOLE OR IN PART FROM ANOTHER SITE OR PLACE OF CONSTRUCTION.

D) THEY WILL NOT ERECT OR CAUSE OR SUFFER TO BE ERECTED OR ALLOW TO REMAIN UPON THE REAR BOUNDARY OR ANY SIDE BOUNDARY WITHIN THE BUILDING ALIGNMENT OF THE SAID LAND ANY FENCE OTHER THAN A FENCE OF A MINIMUM HEIGHT OF 1.80 METRES CONSTRUCTED FROM DOUBLE SIDED COLOURBOND AND TERRACE IN COLOUR AND ANY POST AND RAIL FOR SUCH FENCE TERRACE IN COLOUR WITH WOODEN PLINTH OF 200MM MAKING A TOTAL OF 2 METRES..

E) SAVE FOR LOTS 1, 8B, 15 AND 62 THEY WILL NOT ERECT OR CAUSE OR SUFFER TO BE ERECTED OR ALLOW TO REMAIN UPON ANY FRONT BOUNDARY OF THE SAID LAND ADJACENT A ROAD OR WITHIN 6 METERS OF THE SAID BOUNDARY ANY FENCE OF ANY TYPE.

F) THEY SHALL NOT USE OR PERMIT OR SUFFER TO BE USED OR ALLOW TO BE USED THE SAID LAND OR ANY PART THEREOF FOR ANY PURPOSE OTHER THAN RESIDENTIAL PURPOSES AND THEY SHALL NOT BE PERMITTED TO STORE ANY MATERIALS VEHICLES INCLUDING BUT NOT LIMITED TO, TRUCKS, SEMI TRAILERS OR TRUCK TRAILERS OF ANY TYPE OTHER THAN GOODS OR MATERIALS OR MOTOR VEHICLES COMMONLY STORED AT OR ON RESIDENTIAL PREMISES.

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**Transfer of land - creating an easement and/or
restrictive covenant
Section 45 Transfer of Land Act 1958**

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G) THEY SHALL NOT LANDSCAPE AND MAINTAIN ALL GARDENS, LAWNS AND GARDEN BEDS ON THE SAID LAND OTHER THAN TO A GOOD STANDARD HAVING REGARD TO THE AMENITY OF THE AREA BEING ALL LOTS ON THE SAID PLAN OF SUBDIVISION.

(F) THEY WILL NOT ERECT OR CAUSE OR SUFFER TO BE ERECTED OR ALLOW REMAINING UPON THE SAID LAND ANY DOUBLE STORY RESIDENTIAL BUILDING OR OUTBUILDING

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 IN 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.

Signing:

35271702A

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**Transfer of land - creating an easement and/or
restrictive covenant**
Section 45 Transfer of Land Act 1958

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Privacy Collection Statement

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Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of IRYMPLE DEVELOPMENTS PTY. LTD.

Signer Name *GIOVANNI ROCCISANO*

Signer Organisation MALONEY ANDERSON LEGAL

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature



Execution Date

16.4.2018

Signing:

35271702A

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Page 4 of 5

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- 4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

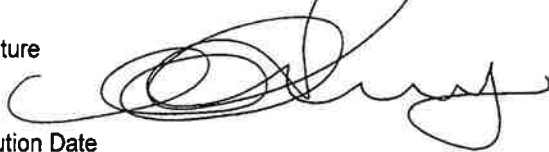
Executed on behalf of PAUL CHRISTOPHER EASTON

Signer Name PHYLLIS ADAMS *Shore Hansen*

Signer Organisation ALLSTATE CONVEYANCING SERVICES PTY. LTD.

Signer Role CONVEYANCING PRACTICE

Signature



Execution Date

13.4.18

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Mildura Rural City Council

Land Information Certificate

Date of certificate: 24 January 2022

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 26445

Assessment No: 413180

Your Reference: 60613754-014-5

Applicant Details

Landata
DX 250639
EAST MELBOURNE VIC 3002

Property Address: 9 Claremont Drive IRYMPLE

Description: LOT: 5 PS: 724008W
Area: 590.0000 Square Metres

Capital Improved Value	\$497,000
Site Value	\$140,000
Net Annual Value	\$24,850
Base Date:	01/01/2021

RATES, CHARGES AND OTHER MONIES: FOR THE 2021-2022 FINANCIAL YEAR

(Current rates and charges are payable in one lump sum by 15 February or by quarterly instalments due (1st) 30 September, (2nd) 30 November, (3rd) 28 February and (4th) 31 May of this financial year.)

Residential Rate	\$2,947.46
Waste Management	\$446.10
Residential Fire Levy (Fixed)	\$114.00
Residential Fire Levy (Variable)	\$29.32
Rate Arrears to 30/06/2021:	\$0.00
Interest to 24/01/2022:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00
Total Rates & Charges Due:	\$3,536.88

Additional Monies Owed:

Debtor Balance Owing:

Total Rates & Charges & Additional Monies Owed:	\$3,536.88
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Pay via BPay Biller Code: 93922 Reference Number: 4131801

For further information contact
Rates Department
Mildura Rural City Council
PO Box 105, Mildura Vic 3502; or
DX 50014, Mildura
Telephone: (03) 5018 8122

Certificate updates
Certificates are valid for 90 days from the original date of issue. Updates may be requested by the applicant only. All update requests must be submitted via the following email address:
helpdesk-revenue@mildura.vic.gov.au



Mildura Rural City Council

Land Information Certificate

Date of certificate: 24 January 2022

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 26445

Assessment No: 413180

Your Reference: 60613754-014-5

Property Address: 9 Claremont Drive IRYMPLE 3498

Description: LOT: 5 PS: 724008W

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

There are no monies owed for works under the **Local Government Act 1958** or earlier act.

There are no monies owed under Section 94(5) of the **Electricity Industry Act 2000**.

There is no potential liability for rates under the **Cultural and Recreational Lands Act 1963**.

There is not any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the **Subdivision Act 1988** or the **Local Government Act 1958**.

There are not any notices or orders on the land that have been served by Council under the **Local Government Act 1958**, **Local Government Act 1989**, any other Act or regulation, or under a local law of the Council, which have a continuing application as at the date of this certificate.

There is not a potential liability for the land to become rateable under Section 173 or 174A of the **Local Government Act 1989** unless stated in 'Please Note'.

There is no money owed under Section 227 of the **Local Government Act 1989**.

This certificate is not required to (and does not) include information regarding planning, building, health, land fill, land slip, 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.

PLEASE NOTE:

I hereby certify that the information given in this certificate is a true and correct disclosure of rates and other monies payable to the Mildura Rural City Council as at the above date, together with any notices served pursuant to the Local Government Act, Local Law or any other Act.

.....David Clohesy..... **DELEGATED OFFICER**

RECEIPT OF \$27.40 ACKNOWLEDGED, BEING THE FEE FOR THIS CERTIFICATE.



Statement No: IS22/88054
 Page: 1 of 2
 Our Ref: 69890
 Issue Date: 25/01/2022
 Your Ref: 60613754-027-5

LANDATA
 DX 250639
 EAST MELBOURNE

Statement showing Tariffs, Charges & Interest due within Financial Year Ending 30/06/2022.

Owner Name(s) MR PC EASTON
 Situate: 9 CLAREMONT DRIVE IRYMPLE VIC 3498
 Description: Lot 5 PS 724008 Vol 11941 Fol 456

Lower Murray Water hereby states that the above described property has the following Tariffs and Charges raised on the Property and the amounts are due and payable to Lower Murray Water.

NOTE: ALL ARREARS SHOWING ON THIS STATEMENT MUST BE PAID IN FULL ON SETTLEMENT.
 NOTE: THIS STATEMENT IS VALID FOR A PERIOD OF THIRTY DAYS FROM DATE OF ISSUE
 OR UNTIL THE END OF THE CURRENT PERIOD AS STATED BELOW

TARIFFS AND CHARGES

TARIFFS & CHARGES LEVIED for period:	1/01/2022 to 31/03/2022	
Sewerage Service Tariff		122.38
Water Service Tariff		51.84
		<hr/>
Balance Due		\$174.22
		<hr/>

Mildura (Head Office)
T 03 5051 3400
 741-759 Fourteenth Street
 Mildura Victoria 3500
 PO Box 1438
 Mildura Victoria 3502
 AUSDOC DX 50023

Swan Hill (Area Office)
T 03 5036 2150
 73 Beveridge Street
 Swan Hill Victoria 3585
 PO Box 1447
 Swan Hill Victoria 3585
 AUSDOC DX 30164

Kerang (Area Office)
T 03 5450 3960
 56 Wellington Street
 Kerang Victoria 3579
 PO Box 547
 Kerang Victoria 3579
 AUSDOC DX 57908

E contactus@lmw.vic.gov.au

lmw.vic.gov.au



ABN 18 475 808 826

All Emergencies
1800 808 830



PROPERTY SERVICE INFORMATION	
Property Serviced:	Yes
Water Supply:	Potable Water
Sewer Supply:	Reticulated Sewer System

Water Meter Details

Serial No.	Size	Date Read	Reading
18w023995	20	30/11/2021	1081

Other Information:

Corporation sewer main located inside property boundary:-

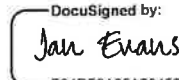
It should be noted that in most instances the integrity of the Corporations sewer mains are protected by way of sewer easements. A Sewer easement can be in the form of a registered easement as depicted on the property title or alternatively as an implied easement as prescribed under section 148 of the Water Act 1989. The Corporation has policies in place which prohibits the placement of buildings and or structures over sewer easements.

The applicant of this statement has advised the Corporation that this property is to be sold subject to an existing tenancy. As per the RTA legislation, any Water by Measure incurred will be the responsibility of the tenant, until the Corporation is advised otherwise.

If you wish to make the settlement payment for this property via BPay please use the following information: **Biller Code 78477 Payment Reference Number 700698905.**

This Statement was issued from the Mildura Office

Signed:

DocuSigned by:

 F84DF3A05A28456...

On behalf of:

LOWER MURRAY URBAN & RURAL WATER CORPORATION

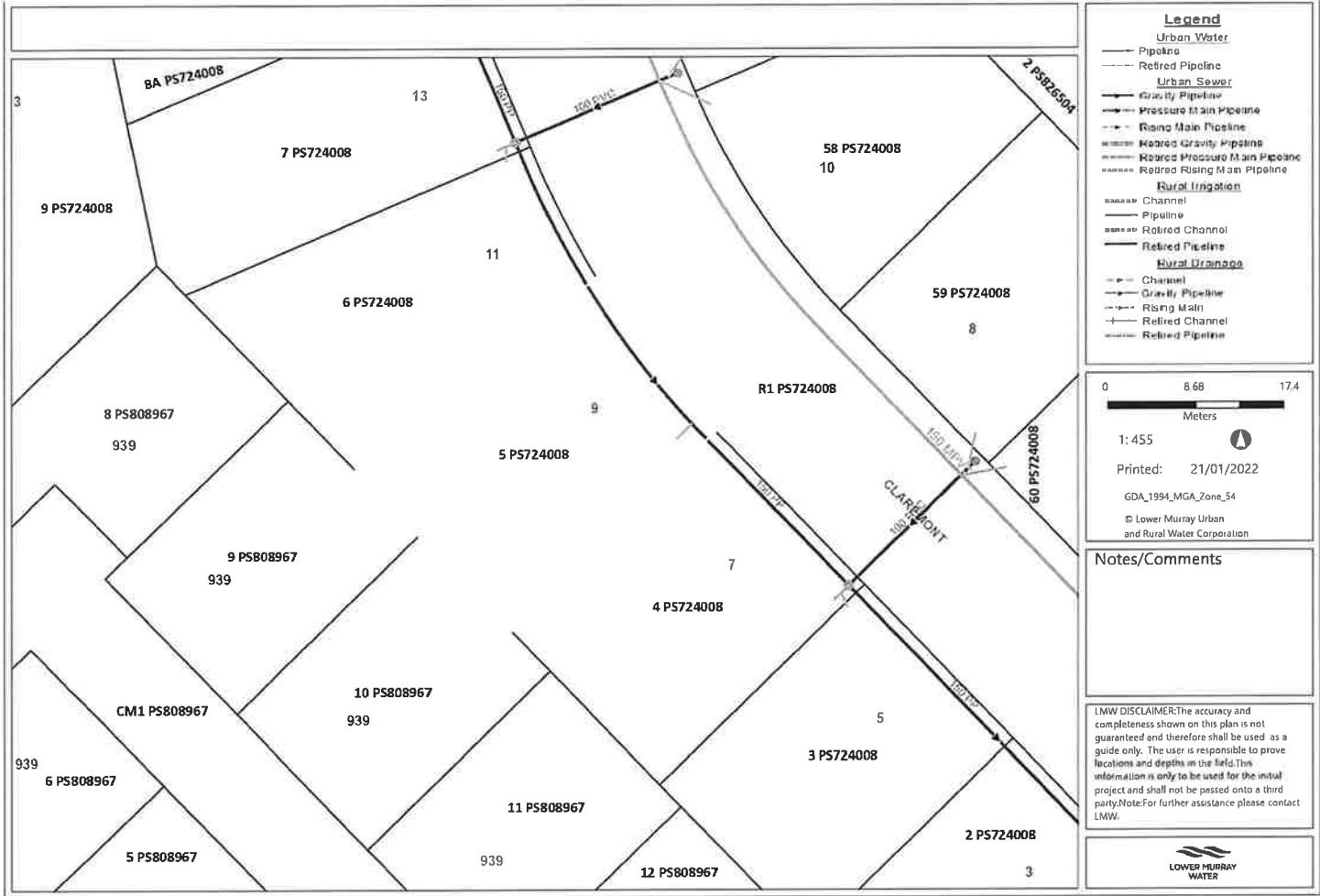
PLEASE NOTE:

Legislative changes in Plumbing Regulations are such that Lower Murray Water is unable to ensure that internal plumbing services are complete. A physical inspection by a Registered/Licensed Plumber is advised.

Property owners of the relevant land are responsible for the operation and maintenance of all internal private services including all drains and service pipes up to the connection point of the Corporation's main.

DISCLAIMER:

Information as to the location of services provided in that statement in accordance with Section 158(3) of the Water Act 1989, relate only to services owned by the Corporation which are located within or adjacent to the property. The Corporation does not accept responsibility for information it attempts to provide to assist in relation to the location of private services within the property, this information provided under Section 158(4) of the Water Act 1989, and should not be relied upon without further physical inspection.



Property Clearance Certificate

Taxation Administration Act 1997



MARTIN IRWIN & RICHARDS LAWYERS

Your Reference: 350075-1
Certificate No: 50337158
Issue Date: 21 JAN 2022
Enquiries: ESYSPROD

Land Address: 9 CLAREMONT DRIVE IRYMPLE VIC 3498

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44607692	5	724008	11941	456	\$0.00

Vendor: PAUL EASTON
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR PAUL CHRISTOPHER EASTON	2022	\$140,000	\$0.00	\$0.00	\$0.00

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$497,000
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SITE VALUE:	\$140,000
-------------	-----------

AMOUNT PAYABLE:	\$0.00
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Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 50337158

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$140,000

Calculated as \$0 plus (\$140,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 50337158

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 50337158

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Martin Irwin & Richards C/- InfoTrack (InfinityLaw)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 390949

NO PROPOSALS. As at the 21th January 2022, 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®.

9 CLAREMONT DRIVE, IRYMPLE 3498
RURAL CITY OF MILDURA

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: 21th January 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 60613754 - 60613754104906 '390949'

Request For Building Information
Pursuant to regulation 51 Building Regulation 2018

Applicant's Name and Address:

Landata
Landata.online@victorianlrs.com.au

File:	PA42844
Your Ref:	60613754-016-9
Date Issued:	24 January 2022

Property Address:	9 Claremont Drive – IRYMPLE Lot 5 on Plan of Subdivision 724008W Volume:11941 Folio:456
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N.B. Please see page 2 for Salinity Statement

Regulation 51 (1)

(A) Details of any permit or certificate of final inspection issued in the preceding 10 years

- Building Permit 1070/180146/0 issued on 8 June 2018 for the Constuction of Detached Dwelling and Garage
Occupancy Permit issued on 18 December 2018

(B) Details of any current statement issued under regulation 64(1) or 231(2) of these regulations

Nil

(C) Details of any current notice or order issued by the relevant building surveyor under the Act.

Nil



Signed:
MARK YANTSES
MUNICIPAL BUILDING SURVEYOR

N.B. Please note that information on this form is taken from Council records and is **NOT** evidence that illegal building works do not exist in relation to this property.

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

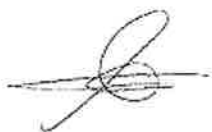
Some land within the municipality of the Mildura Rural City Council contains high levels of salt resulting in a condition commonly referred to as 'salinity'. Salinity can result in 'salt damp' or 'rising damp and salt attack' which can cause damage to certain building materials such as concrete and masonry.

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

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

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

Yours sincerely

A handwritten signature in black ink, appearing to be 'Mark Yantses', with a stylized flourish at the end.

Mark Yantses

MUNICIPAL BUILDING SURVEYOR

MY/cm

Domestic Building Insurance

Certificate of Insurance

Paul Easton
12 Springfield Dr
MILDURA
VIC 3500

Policy Number:
C367342

Policy Inception Date:
01/06/2018

Builder Account Number:
014503

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**
At the property: **Lot 5 Claremont Drive IRYMPLE VIC 3498 Australia**
Carried out by the builder: **CONDOR HOMES PTY LTD**
Builder ACN: **097159076**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Paul Easton**

Pursuant to a domestic building contract dated: **23/02/2018**

For the contract price of: **\$ 320,000.00**

Type of Cover: **Cover is only provided if CONDOR HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

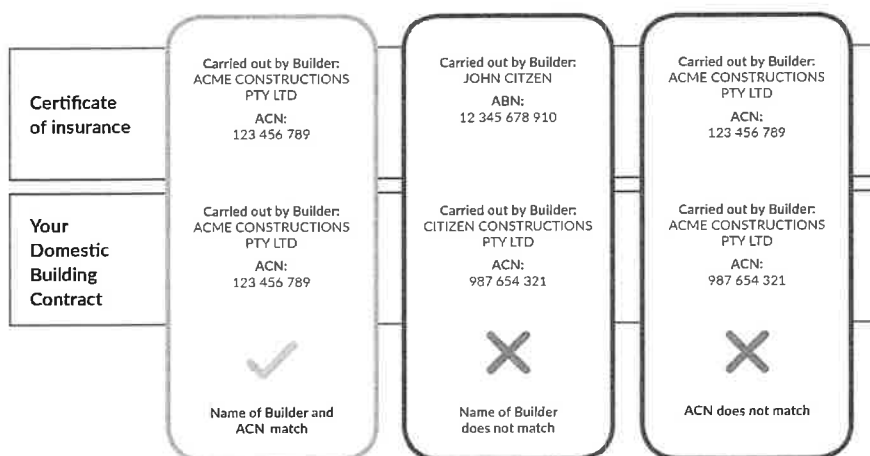
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,565.00
GST:	\$156.50
Stamp Duty:	\$172.15
Total:	\$1,893.65

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Form 2
Building Act 1993
Building Regulations 2018 Regulation 37(1)
BUILDING PERMIT No. BS-U1070 / 180146/0



Issued to

Owner: **Paul Easton**
Postal Address: **12 Springfield Drive, MILDURA 3500**
Telephone: **0430 100 613**
Email: **pauleaston1@gmail.com**

95 Pine Avenue
Mildura Victoria 3500

P 03 5023 4826
E reception@regionalbuilding.com.au

Property details (include title details as and if applicable)

Number 9	Street/road Claremont Drive	City/Suburb/Town IRYMPLE
Postcode 3498	Lot/s 5	LP/PS 724008W
Volume 11941	Folio 456	Crown Allotment
Section	Parish Mildura	Municipal District Mildura Rural City Council

Builder 1

Name **Condor Homes Pty. Ltd.**
Address **PO Box 629, MILDURA**

Ph. **5024 6457 / 0408 577 008**
Postcode **3502**

Details of building practitioners and architects: (a) to be engaged in the building work³

Type	Registration number	Name
Builder	DB-U 10016	Charlie Condidorio

and (b) who were engaged to prepare documents forming part of the application for this permit⁴

Type	Registration number	Name
Drafting	DP-AD 27413	Duncan Hocking
Structural Engineer	EC44506	Christopher Hale

Details of domestic building work insurance

The issuer or provider of the required insurance policy is: **s VMIA**

Nature of building work:

Construction of a detached dwelling & garage

Storeys contained **1**

Version of BCA applicable to permit: **2016**

Stage of building work permitted **All Stages**

Cost of building work **\$320,000**

Total floor area of new building work **279m²**

Building classification

1ai	New Building	Dwelling
10a	New Building	Garage

Prescribed Reporting Authorities -The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Prescribed Reporting Authority	Matter Reported On	Regulation
Mildura Rural City Council	Point of discharge of stormwater	133

Inspection requirements

The mandatory notification stages are:

Inspection of pre slab
Inspection for steel reinforcement
Inspection of framework
Inspection for Occupancy Certificate

Occupation or Use of building:

An Occupancy Permit is required prior to the occupation or use of this building. If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and completion:

This building work must commence by: **08/06/2019**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by: **08/06/2020**

If the building work to which this building permit applies is not completed by this date, this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Relevant building surveyor:

Name: WAYNE D. WILKIE
Registration No: BS-U1070
Business Name: Regional Building Consultants
Address: 95 Pine Avenue, Mildura
Email: wayne@regionalbuilding.com.au
Permit No: BS-U1070 180146/0

Signature:



Date of Issue: 08/06/2018

Notes:

- Note 1 :** Under regulation 41 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 2 :** Under regulation 42 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 3 :** Include building practitioners with continuing involvement in the building work.
- Note 4 :** Include only building practitioners with no further involvement in the building work.
- Note 5:** Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.



95 PINE AVENUE MILDURA Ph. (03) 5023 4826 Fax: (03) 5023 4849

BUILDING PERMIT CONDITIONS

1. All works authorised by this permit shall comply with the provisions of the Building Act 1993, Building Regulations 2018, Building Code of Australia, other relevant codes and any Local Laws of the Municipality. No Variation from the approved documents shall be permitted without the consent of the relevant Building Surveyor. The owner and/or builder is responsible to obtain any other relevant permits or consents prior to commencing work.
2. Pursuant to regulation 41 of the Building Regulations 2018, the person in charge of the building works is to display a sign on the building site at all times. The sign must include the name, registered numbers and contact details of the builder and building surveyor and the building permit number & date.
3. The owner and/or builder shall be responsible to define the boundaries of the allotment.
4. All timber framing to comply with AS 1684 – National Timber Framing Code, or Victorian Timber Framing Manual. **Truss details to be submitted for approval prior to commencement of framing.**
5. The building is in an area designated by the Municipality as likely to be subject to infestation by termites and shall be protected in accordance with Building Code of Australia B1.3 (J) and AS3660.1. It is the owners responsibility to carry out regular inspections (12 months maximum) of the building for evidence of termite activity.
6. It is not the responsibility of the relevant building surveyor to confirm compliance with any section 173 agreement, covenant or other restriction which may be shown on title and by issuing this permit the relevant building surveyor does not warrant that the works authorised by this permit will comply with any section 173, covenant or other restriction which may be shown on title.
7. Applicant to obtain all necessary Road Opening, Crane and Hoarding Permits as required by the Relevant Council. Contact must be made with Council's Engineering Department to determine which relevant permit/s are required prior to commencement of works.
8. All construction shall meet the performance requirements of Section 2 /B.1 as applicable, of the Building Code of Australia.
9. The builder must ensure that all energy efficiency requirements listed in the energy efficiency report have been complied with and a signed copy of the compliance certificate is to be submitted to this office.
10. The owner and builder must consult with the relevant sewerage authority and local council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of those authorities.
11. A certificate of completion under Section 221ZH of the Building Act 1993 for plumbing work on this project is to be submitted to this office prior to the issue of an Occupancy or Final Certificate

Building Act 1993
Building Regulations 2018
Regulation 192
Form 16
Occupancy Permit



This occupancy permit must be displayed in the following approved location: N/A

Issued to Owner:
Paul Easton
12 Springfield Drive,
MILDURA VIC 3500

95 Pine Avenue
Mildura Victoria 3500

P 03 5023 4826
F 03 5023 4849
E reception@regionalbuilding.com.au

Property details:

Number 9	Street/road Claremont Drive	City/Suburb/Town IRYMPLE
Postcode 3498	Lot/s 5	LP/PS 724008W
Volume 11941	Folio 456	Crown Allotment
Section	Parish Mildura	Municipal District Mildura Rural City Council

Building Permit Details:

Building Permit Number: BS-U1070/180146/0
Version of BCA applicable to building permit: 2016

Nature of building works:

Construction of a detached dwelling & garage

Building Details(complete this portion only if an occupancy permit is required under Division 1 of Part 5 of the Building Act 1993)

Building to which permit applies	Permitted use	BCA Class of building
Dwelling	Dwelling	1ai
Garage	Garage	10a

Maximum permissible floor live load:	1.5 kPa	Maximum number of people to be accommodated:	N/A
Storeys contained:	1	Rise in storeys (for Class 2-9 buildings):	N/A
Effective height:	N/A	Type of Construction: A, B, C	N/A

Reporting authorities The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Relevant Regulation No.
Mildura Rural City Council	Point of discharge of stormwater	133

Suitability for Occupation:

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant building surveyor:

Name: Wayne D. Wilkie
Address: 95 Pine Avenue, Mildura
Email: wayne@regionalbuilding.com.au
Building practitioner registration No. BS-U 1070

Occupancy Permit No. BS-U1070/180146/0
Date of Issue: 18 December 2018
Date of Final Inspection: 30/11/2018

Signature:

A handwritten signature in black ink, appearing to be 'Wayne D. Wilkie', written over a circular stamp or seal.

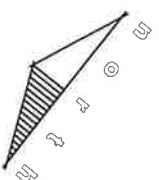
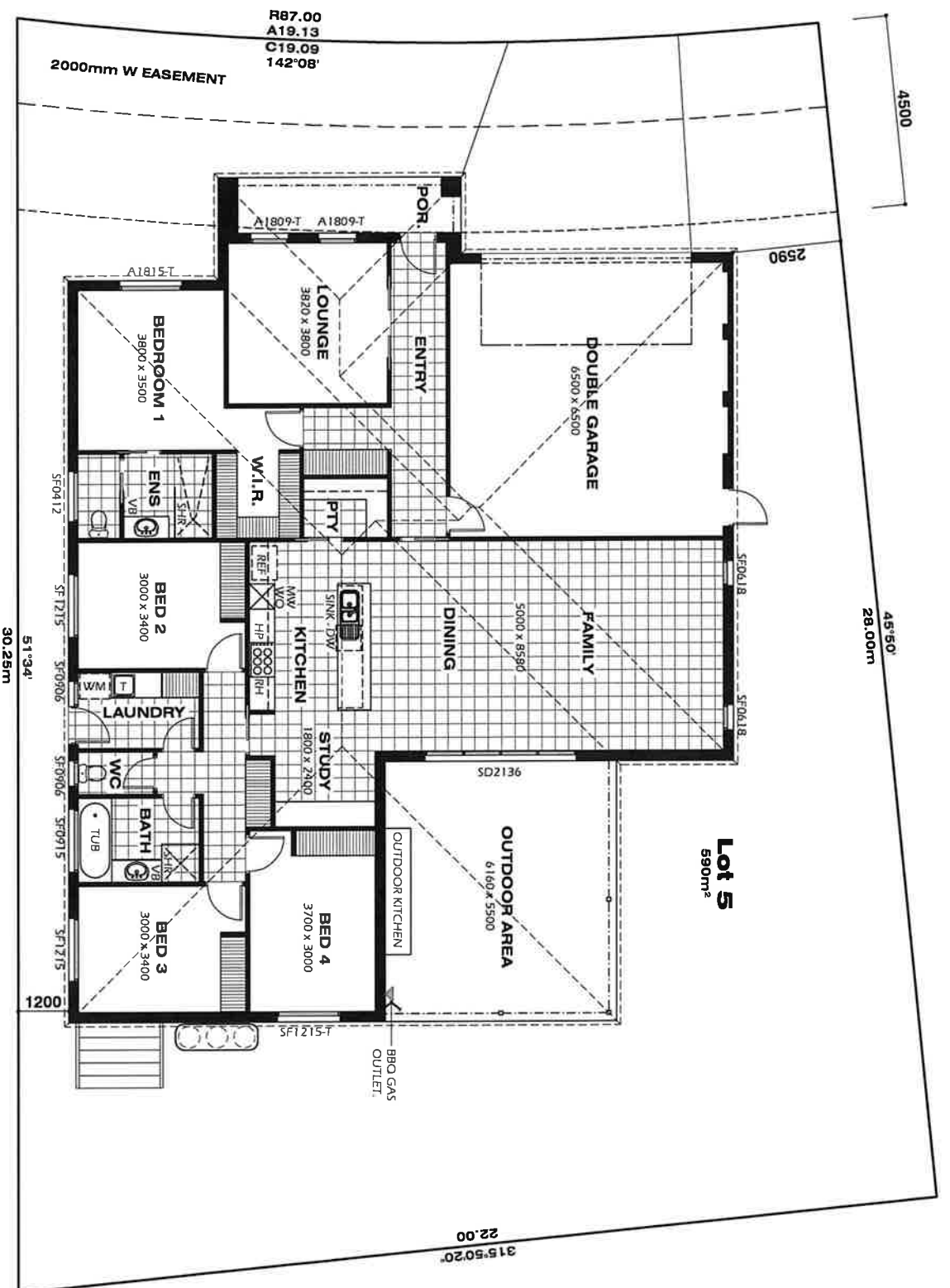
Regional Building
Consultants Pty Ltd

ABN 56 056 973 996

SCALE 1:100

501

DATE: 100413
DRAWN: KE
ID17-162



Code 135

Residential Tenancy Agreement ©



The Real Estate Institute of Victoria Ltd | www.reiv.com.au | ABN 81 004 210 897 |

Residential Tenancies Act 1997 (Section 26(1))
Residential Tenancies Regulations 2008 (Regulation 7)

THIS agreement made on the 4 December 2020
at 83 Deakin Avenue, Mildura, Victoria 3500

BETWEEN (LANDLORD) Paul Christopher Easton

Whose agent is **ROC CORP PTY LTD T/AS PROFESSIONALS MILDURA**
83 Deakin Avenue MILDURA VIC 3500
03 5021 1900
ACN 006 971 955

AND (TENANT) Mr Ali Kilicaslan
473 Walnut Avenue, Mildura Vic 3500

1. Premises

The Landlord lets the premises known as 9 Claremont Drive, IRYMPLE, VIC, 3498

2. Rent

The rent amount is \$485.00 per week. The date the first payment is due is 11/12/2020

Pay Period: ☒ fortnightly ☐ monthly _____

Place of Payment: **BPAY** Biller Code: **211458** Reference: **104238875**

3. Bond

The tenant must pay a bond of \$2910.00 to the Landlord/agent on 4th December 2020

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 form the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

4. Period

(a) The period of the agreement is Twelve months with immediate periodic tenancy

(b) Commencing on the 11/12/2020

And ending on the 10/12/2021

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

All clauses read and understood

SIGNATURE OF TENANT/S: X Tenant 1: Ali Kilicaslan Tenant 2: _____

Code 135

Residential Tenancy Agreement ©




4a. Consent to Electronic Service

(1) Express Consent

The TENANT: (check one box only)

- ☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

ali.kaslan@hotmail.com

Signed: X Tenant 1: 

OR

- ☐ Does not consent to the electronic service of notices and other documents

The LANDLORD:

- ☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

jz@rocc.com.au

(2) Inferred Consent

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

(3) Change of Electronic Address

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

(4) Withdrawal of Consent

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

5. Condition of the premises

The LANDLORD must-

- (a) Ensure that the premises are maintained in good repair; and
- (b) If the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

All clauses read and understood

SIGNATURE OF TENANT/S: X Tenant 1:  Tenant 2: _____

Code 135

Residential Tenancy Agreement ©



6. Damage to the Premises

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging 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 practicable.

7. Cleanliness of the premises

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

8. Use of premises

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

9. Quiet enjoyment

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

10. Assignment or sub-letting

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

11. Residential Tenancies Act 1997

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.)

*Schedule of Items (See clause 1)

All clauses read and understood

SIGNATURE OF TENANT/S: X Tenant 1:  Tenant 2: _____

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Residential Tenancy Agreement ©

**Additional Terms**

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section. Any additional terms must also comply with the Unfair Contract Terms under part 2-3 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

***Please read this important advice about writing:** *in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.*

12. Installing goods, making alternation, additions or renovations at my premises

12.1 You must ask me in *writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in ground or above ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided a guide only. (You can read sections 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts – Victorian Law Today" and following the prompts.)

13. Other use of my premises

13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose – for example, to provide a home office for your business – you must ask me in *writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

13.2 You must ask me in *writing for permission before you enter into a license agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

All clauses read and understood

SIGNATURE OF TENANT/S: X Tenant 1:

Tenant 2:

Page 2 of 2

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Residential Tenancy Agreement ©



14. Utility Charges

14.1 I am responsible for the costs and charges set out in section 53(1) and if applicable section 54 of the **Residential Tenancies Act 1997**.

14.2 You are responsible for the costs and charges set out in section 52 of the **Residential Tenancies Act 1997**

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts – Victorian Law Today" and following the prompts.)

14.3 If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.

14.4 If a service is damaged or disconnected because you are, or a person you have on my premises is, at fault, you must have the service re-connected or repaired at your cost.

14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. My insurances for my premises

15.1 If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased. Unless you are entitled to do so by the **Residential Tenancies Act 1997** or some other legislation.

15.2 If you, or a person you have on my premises, accidentally damages any glass, lavatory, or bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.

15.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

16. Light globes and florescent tubes

16.1 You must replace all defective, damaged, or broken light globes or florescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. You must tell me about defects at my premises

17.1 When you become aware of any defects at my premises that might injure a person or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

All clauses read and understood

SIGNATURE OF TENANT/S: X Tenant 1:

Tenant 2:

Code 135

Residential Tenancy Agreement ©**18. Damage to the premises**

18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.

18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, sanitary items, wipes. This is not a complete list. I have provided it as a guide only.

18.3 When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible – preferably when you become aware or within 24 hours – even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.

18.4 If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

19. 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 one thing 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 thing.

20. You will indemnify me in certain circumstances if things go wrong at my premises

20.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.

20.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

21. Smoke detectors and heaters at my premises

21.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours

21.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferable with 24 hours

21.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably with 24 hours.

All clauses read and understood

SIGNATURE OF TENANT/S: X

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Residential Tenancy Agreement ©



22. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises

22.1 Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.

22.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.

22.3 You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.

22.4 Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

22.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only

23. Storage and removal of waste and rubbish at my premises

23.1 You must store rubbish and waste in appropriate containers with close-fitting lids.

23.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.

23.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.

23.4 An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

24. Hanging washing at my premises

24.1 If you hang washing or other articles in the open air, you must use the clothes line provided, if any.

24.2 If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.

25. Looking after the garden at my premises

25.1 If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.

25.2 These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. They examples have been provided as a guide only.

25.3 If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on the premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.

All clauses read and understood

SIGNATURE OF TENANT/S: X Tenant 1:

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25.4 If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell the managing agent as soon as possible, preferably within 24 hours.

26. Pets at my premises

26.1 Before you have a pet of any description at my premises you must request my permission by completing the "Pet request form", which is available at consumer.vic.gov.au/renting. If you are seeking permission to have more than one pet, you must complete a separate form for each pet.

26.2 If I consent to the pet/s being at the rented premises I will record that consent on the form and supply a copy to you.

26.3 If I do not consent to the pet/s being at the rented premises I will notify you and within 14 days of receiving the request make application to VCAT for an order that it is reasonable for me to refuse consent to the pet request.

26.4 If I do not respond to your request or make an application to VCAT within 14 days of receiving the request you can take it that I have consented to the request.

26.5 If I reasonably believe you are keeping a pet at the rented premises without my consent, I may apply to VCAT for an order to exclude the pet from the rented premises.

26.6 Application for my consent is not necessary if you have or are to acquire an assistance dog (a dog that is trained to perform tasks that help a person with a disability to reduce the effects of their disability). If you wish to have a pet in addition to an assistance dog an application for consent will be necessary.

27. Assignments, subletting or abandoning my premises

27.1 If during your tenancy the people in occupation of the premises change, you must give me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.

27.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including –

27.2 (a) a pro-rata letting fee;

27.2 (b) advertising or marketing expenses;

27.2 (c) rental data base checks or applicants;

27.2 (d) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.

27.3 Your obligation to pay me the expenses referred to in clauses 27.2(a) to 27.2(d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.

All clauses read and understood

SIGNATURE OF TENANT/S: X Tenant 1:

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Residential Tenancy Agreement ©



28. If you intend to leave my premises when your tenancy ends

28.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end or 14 days before your tenancy comes to an end, if you fall within one of the categories set out in clause 237(1) of the **Residential Tenancies Act 1997**.

28.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.

28.3 You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises

28.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises

29. Remaining at my premises after your tenancy ends

29.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or tell my managing agent.

29.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.

30. If I require my premises when your tenancy ends

30.1 If I require my premises when your tenancy ends, I, or my managing agent, will tell you.

30.2 I, or my managing agent, will tell you by giving you *written notice in a form that is not an SMS message.

31. Changing the locks and alarm code at my premises

31.1 You may change the locks at my premises.

31.2 If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.

31.3 You may change the code of an alarm at my premises.

31.4 If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

32. 'To Let', 'auction' and 'for sale' signs at my premises

32.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.

32.2 You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.

All clauses read and understood

SIGNATURE OF TENANT/S: X Tenant 1:

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33. Owners corporation rules and my premises

33.1 If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)

33.2 You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.

33.3 You do not have to contribute to owners corporation capital costs or other expenses payable by me.

34. You cannot use your bond to pay your rent for my premises

34.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.

34.2 You also acknowledge the Residential Tenancies Act 1997 allow the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred

35. Increasing the rent for my premises

35.1 If this is a fixed term residential tenancy agreement, I will not increase the rent before the term ends unless the agreement

(a) provides for a rent increase within the fixed term of a specified amount and the increase is not more than that amount; or

(b) specifies the method by which a rent increase within the fixed term is to be calculated and the increase is not more than an amount calculated using that specified method.

35.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.

35.3 If this is a periodic residential tenancy agreement –

(a) If I propose to increase your rent, I will give you at least 60 days' notice; and

(b) The notice I give you will be in the form prescribed for the purpose

35.4 I acknowledge I must not increase your rent at intervals of less than 12 months.

36. Receipt of condition report / statement of rights and duties of my premises

36.1 You acknowledge before you took occupation of my premises, you received from me or my managing agent –

(a) Two copies of a condition report signed by me or by my managing agent; and

(b) A written guide 'Renting a home: a guide for tenants' authorised and published by the Victorian Government setting out my rights and duties as your LANDLORD and your rights and duties as my TENANT. If you consented to receiving notices electronically this guide may be provided to you electronically.

37. Notice

37.1 Unless provided for otherwise by the Residential Tenancies Act 1997, Residential Tenancies Regulations or any other legislation, non-electronic service of written notices to the LANDLORD may only be effected by post or hand delivery to:

37.1.1 the address specified in the Tenancy Agreement as the address of the LANDLORDS's agent; or

37.1.2 if no agent is specified in the Tenancy Agreement, the address specified as the LANDLORD's address.

37.2 Non-electronic service of written notices to the TENANT may be effected by the post or hand delivery to the rented premises the subject of the Tenancy Agreement.

All clauses read and understood

SIGNATURE OF TENANT/S: X Tenant 1:

Tenant 2:

Code 135

Residential Tenancy Agreement ©



38. Tenant Reimbursement: late or non-payment

38.1 If the tenant fails to make a payment under the terms of this agreement on the due date for payment and the landlord and/or agent incurs fees and/or charges as a consequence of that failure, the tenant will reimburse the landlord and/or the agent the full amount of those fees and/or charges, on demand.

38.2 for the purpose of clause 37.1 'fees and/or charges' includes additional interest (if any) paid or payable by the landlord and/or the agent to an authorised deposit-taking institution, financier, service provider, or contractor. "Authorised deposit-taking institution" has the same meaning as in the Banking Act 1959 (C'wealth).

Additional clauses –

39. Mice, cockroaches, ants, rats etc are not attracted to vacant properties. The TENANT acknowledges that lack of cleanliness attracts pests and will make every effort to keep the premises in a clean and hygienic state to deter. It is the TENANTS responsibility to utilise sprays, baits, traps etc or engage a pest controller at their expense.
40. The Tenant acknowledges that it is their responsibility to clean the filter/s on any reverse cycle unit on a regular basis at the property.
41. The TENANT acknowledges that should any cheque tendered in payment of rent and/or monies due under the Lease; and any over-holding period not to be honored in the normal course by the bank on the first presentation then subsequent payment shall be by the way of cash or certified bank cheque the TENANT agrees to pay all bank charges and associated costs resulting from dishonor.
42. If the TENANT wishes to install pay TV or cable TV, the TENANT must gain permission in writing from the LANDLORD OR on behalf of the LANDLORDS AGENT prior to proceeding. If the existing TV aerial/antenna and/or cables are removed or disconnected by the installer of the Pay TV or Cable TV then it will be the TENANTS responsibility to re-instate the TV aerial/antenna and/or cables into working condition.
43. The TENANT agrees to pay any connection cost associated with the connection or re-connection of the telephone line to the property. The TENANT further agrees to leave in the same manner of connection or operation, any telephone service installed in the premises at the commencement of the tenancy.
44. In the event that cleaning and/or repairs are required at the end of the tenancy (after the keys are returned to the office), the TENANT shall be liable for rent until such cleaning and or repairs are completed in full.
45. If new carpet has been installed or the existing carpet 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.
46. The preferred method for rental payments is BPAY. You will be provided with a form which shows our BPAY details. We also offer Centrepay and direct transfer methods of payment. It is the office's policy to NOT accept cash as a method for rental payments because of the risks associated with keeping cash on the premises.
47. Burning Candles. Be aware that this practice can result in costly damage that will have to be rectified by the tenant. Damage can occur to ceiling, walls and blinds. Unburnt soot gets distributed through the inlet duct and distributed throughout the property when reverse cycle air-conditioner is operating. This will apply also to properties that do not have reverse cycle.

All clauses read and understood

SIGNATURE OF TENANT/S: X Tenant 1:

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Code 135

Residential Tenancy Agreement ©



48. The LANDLORD agrees to allow the TENANT to keep a dog on the property. The TENANT agree that the dog is **not** permitted to enter the premises at any time. The TENANT agrees to immediately make good any damage caused by the dog. Both parties agree that the TENANT is responsible for the pest control of fleas inside and outside of the property on an annual basis and upon vacating the property. The dog must be registered with local council and comply with council laws and the Domestic Animals Act 1994. If the dog should cause any trouble with surrounding neighbours, cause excessive noise, wandering in surrounding neighbours properties, etc. or should the property be damaged and not repaired immediately to the Landlord's satisfaction the LANDLORD has the right to have this approval withdrawn.

URGENT REPAIRS

The agent can authorise urgent repairs.

The maximum amount for repairs which the agent can authorise is: \$1800.00

The agent's telephone number for urgent repairs is: (03) 5021 1900 for after hours call outs.

EMERGENCY MAINTENANCE

If the emergency is after hours, please use the following tradespeople for the repair and inform our office the **next** business day.

PLUMBER/GASFITTER – BBR PLUMBING

Bob 0418 502 170

ELECTRICIAN – NO.1 ELECTRICAL

Tanner – 0404 521 638

Should you authorise a repair, which is not considered an emergency (refer to the Rights & Duties booklet), you will be fully responsible for the cost associated with the repair. If you have any queries, please contact your Property Manager.

The tenant acknowledges that in the event that they contact a tradesperson directly for an urgent repair and they do not inform Roccisano Property Group with 48 hours, then they can be held liable for the payment of the account.

If the tenant requests maintenance that is not warranted/required and no fault is found, they will be liable for the account.

Frances Roccisano, Senior Residential Asset Manager can be contacted on 0418 537 336

Signature of Landlord _____ for and on behalf of the Landlord

Signature of tenant(s) X Tenant 1: _____

Tenant 2: _____

All clauses read and understood
SIGNATURE OF TENANT/S: X Tenant 1: _____ Tenant 2: _____

PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 19 January 2022 04:21 PM

PROPERTY DETAILS

Address: **9 CLAREMONT DRIVE IRYMPLE 3498**
Lot and Plan Number: **Lot 5 PS724008**
Standard Parcel Identifier (SPI): **5\PS724008**
Local Government Area (Council): **MILDURA**
Council Property Number: **413180**
Directory Reference: **Vicroads 537 Q3**

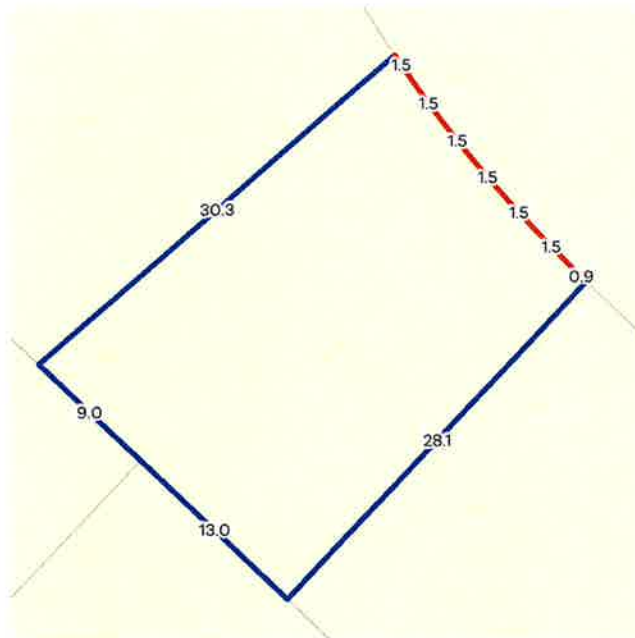
www.mildura.vic.gov.au

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 on the Victorian Building Authority website <https://www.vba.vic.gov.au>

SITE DIMENSIONS

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



Area: 0 sq. m

Perimeter: 0 m

For this property:

— Site boundaries

— Road frontages

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

6 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

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**

PROPERTY REPORT



Environment,
Land, Water
and Planning

PLANNING INFORMATION

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)

SALINITY MANAGEMENT OVERLAY (SMO)

SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 23 December 2021.

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

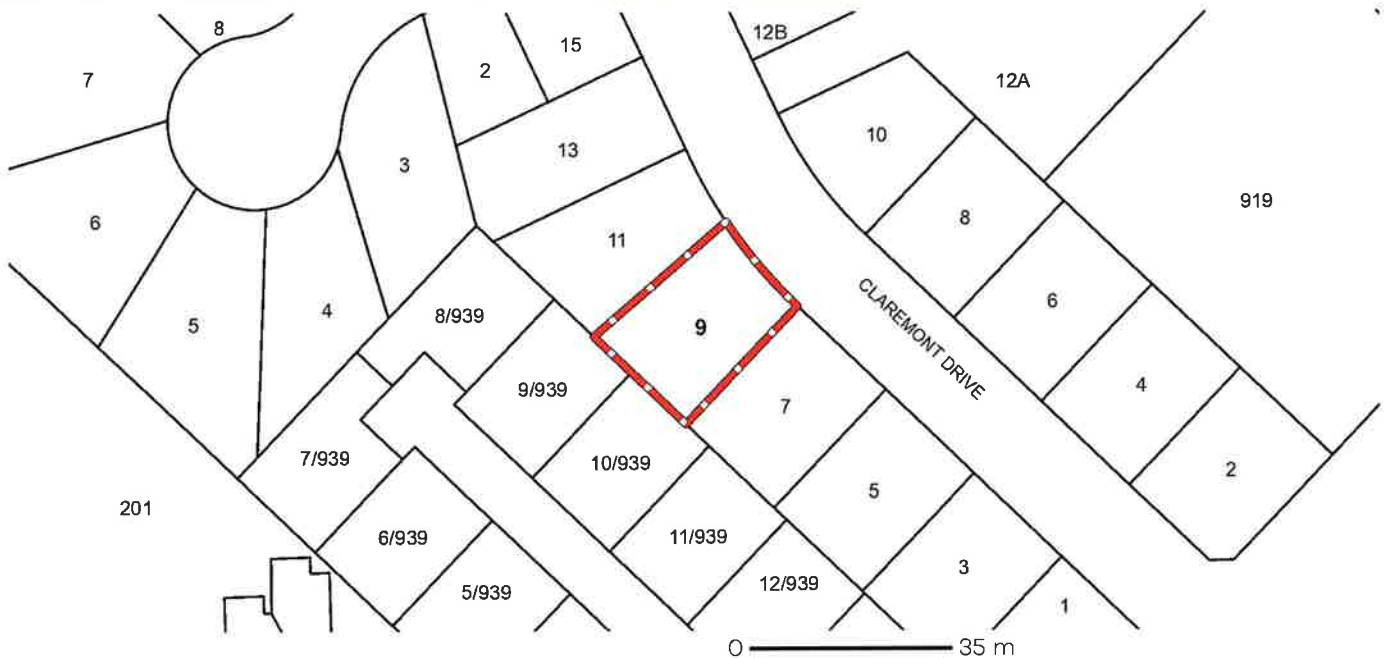
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For details of surrounding properties, use this service to get the Reports for properties of interest.

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Area Map



Selected Property

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 19 January 2022 04:22 PM

PROPERTY DETAILS

Address: **9 CLAREMONT DRIVE IRYMPLE 3498**
Lot and Plan Number: **Lot 5 PS724008**
Standard Parcel Identifier (SPI): **5\PS724008**
Local Government Area (Council): **MILDURA**
Council Property Number: **413180**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 537 Q3**

www.mildura.vic.gov.au

[Planning Scheme - Mildura](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

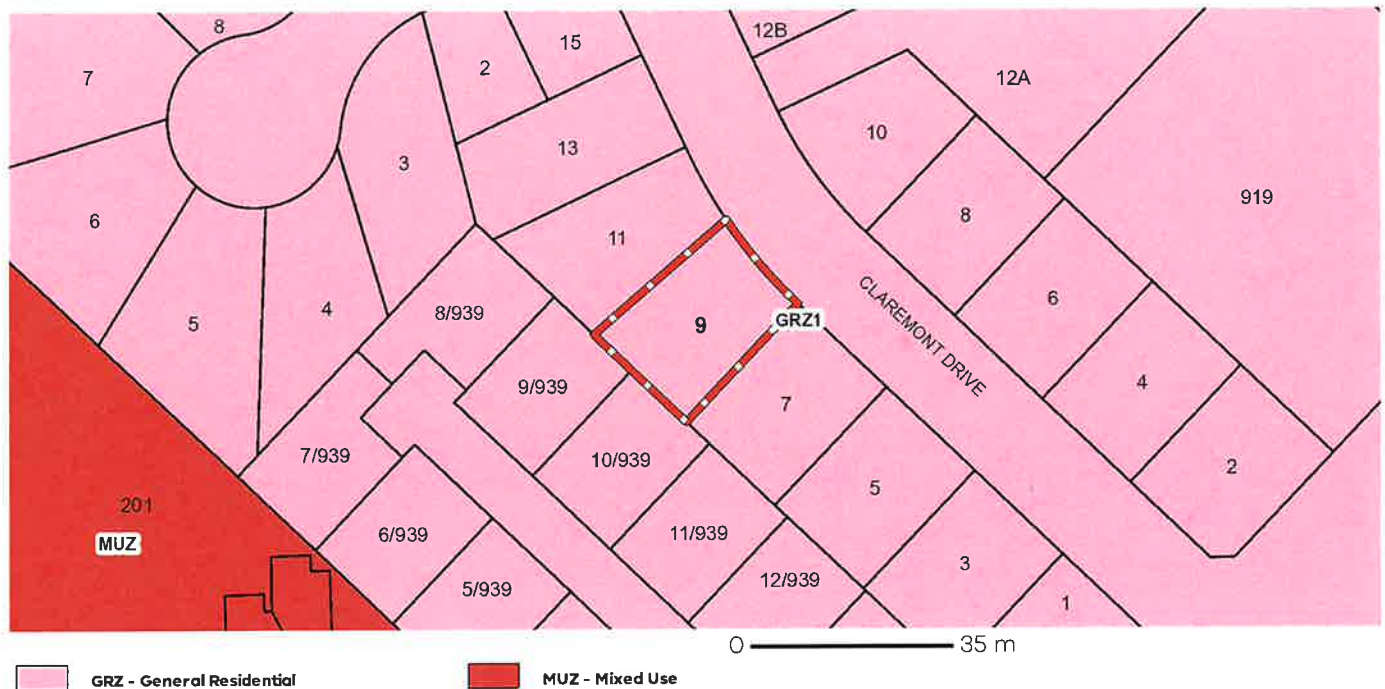
Registered Aboriginal Party: **First People of the Millewa-Mallee**

[View location in VicPlan](#)

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

MUZ - Mixed Use

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).

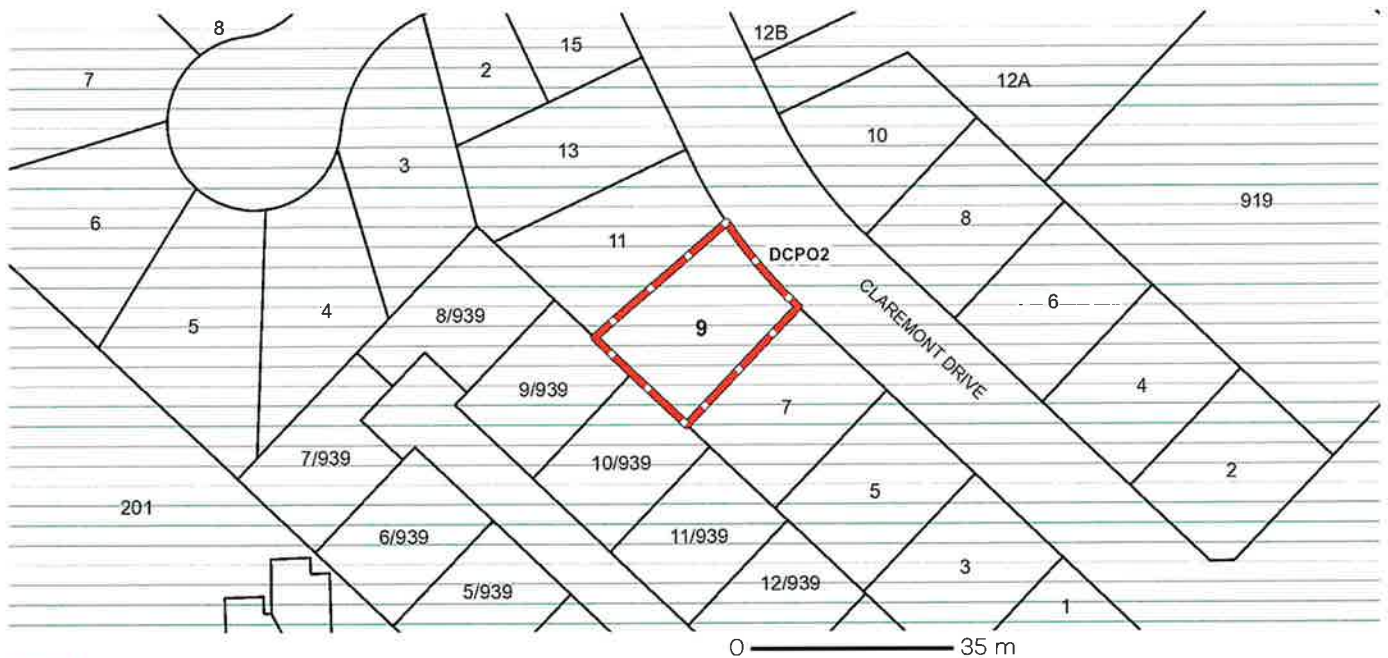
PLANNING PROPERTY REPORT: 9 CLAREMONT DRIVE IRYMPLE 3498

Page 1 of 5

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

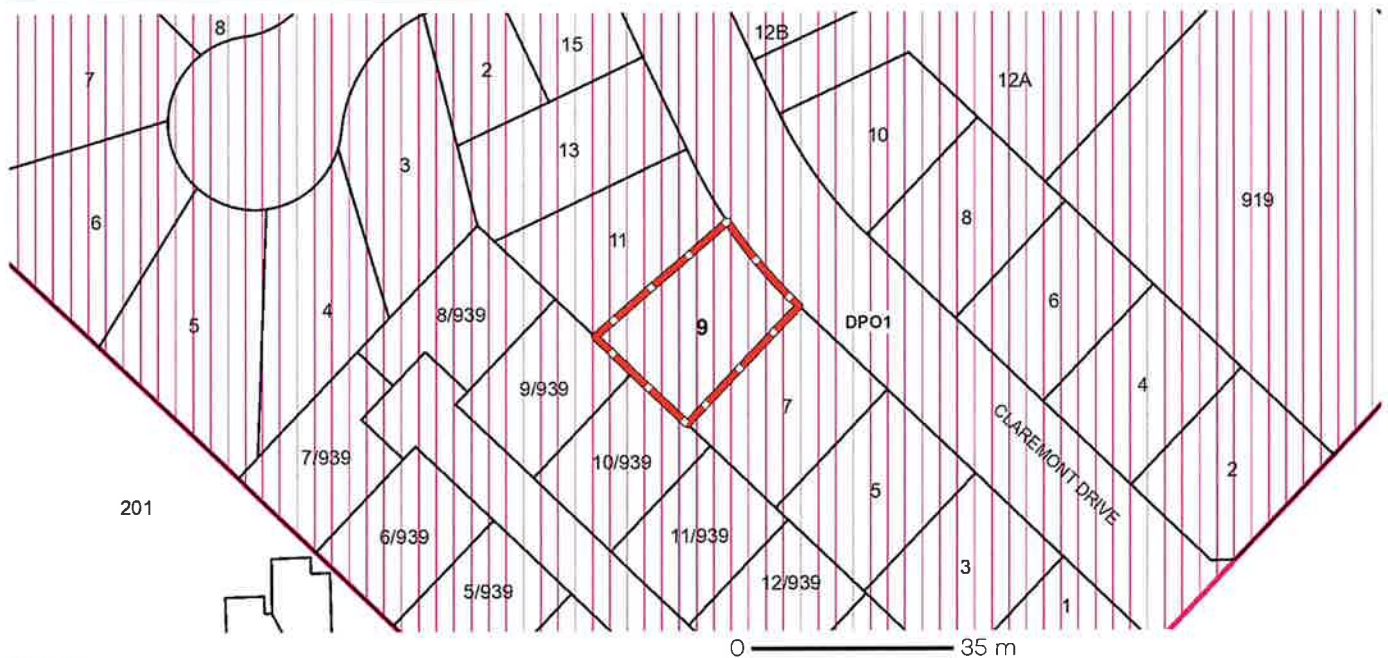


 DCPO - Development Contributions Plan

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)



 DPO - Development Plan

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

Planning Overlays

SALINITY MANAGEMENT OVERLAY (SMO)

SALINITY MANAGEMENT OVERLAY SCHEDULE (SMO)



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

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1(SCO1)



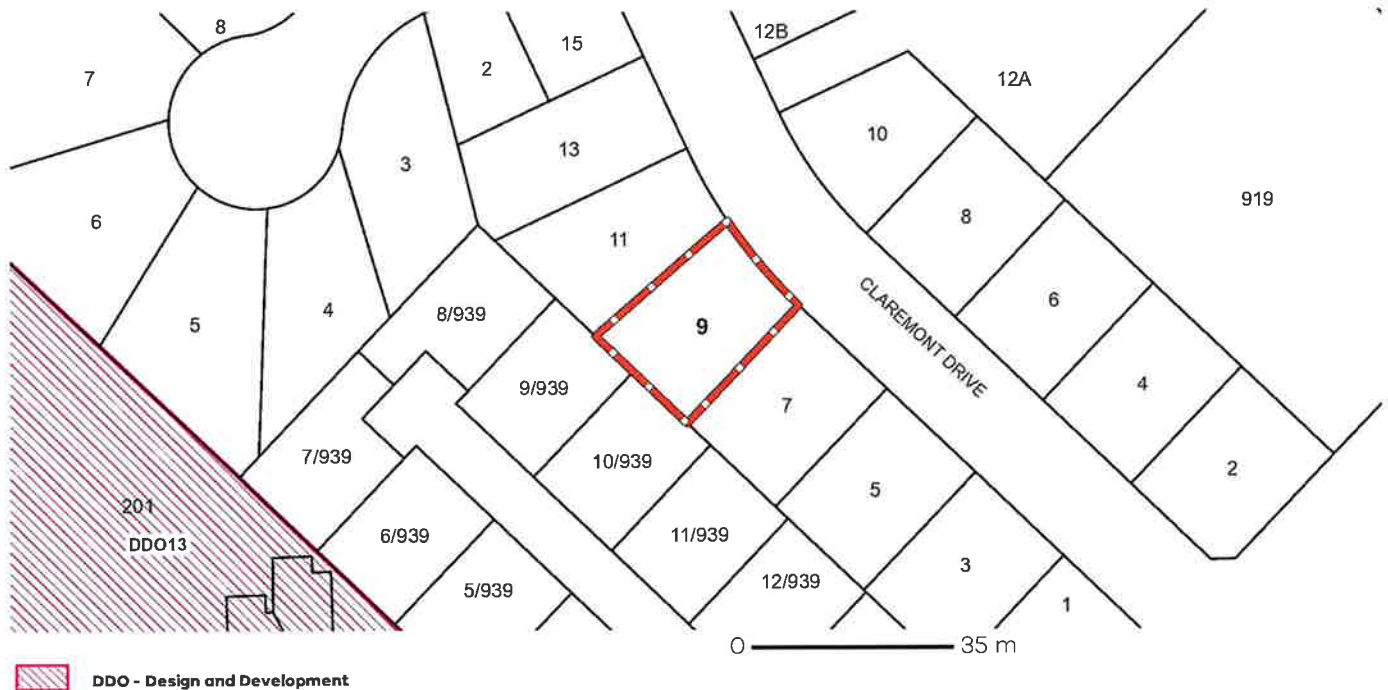
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)



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

Further Planning Information

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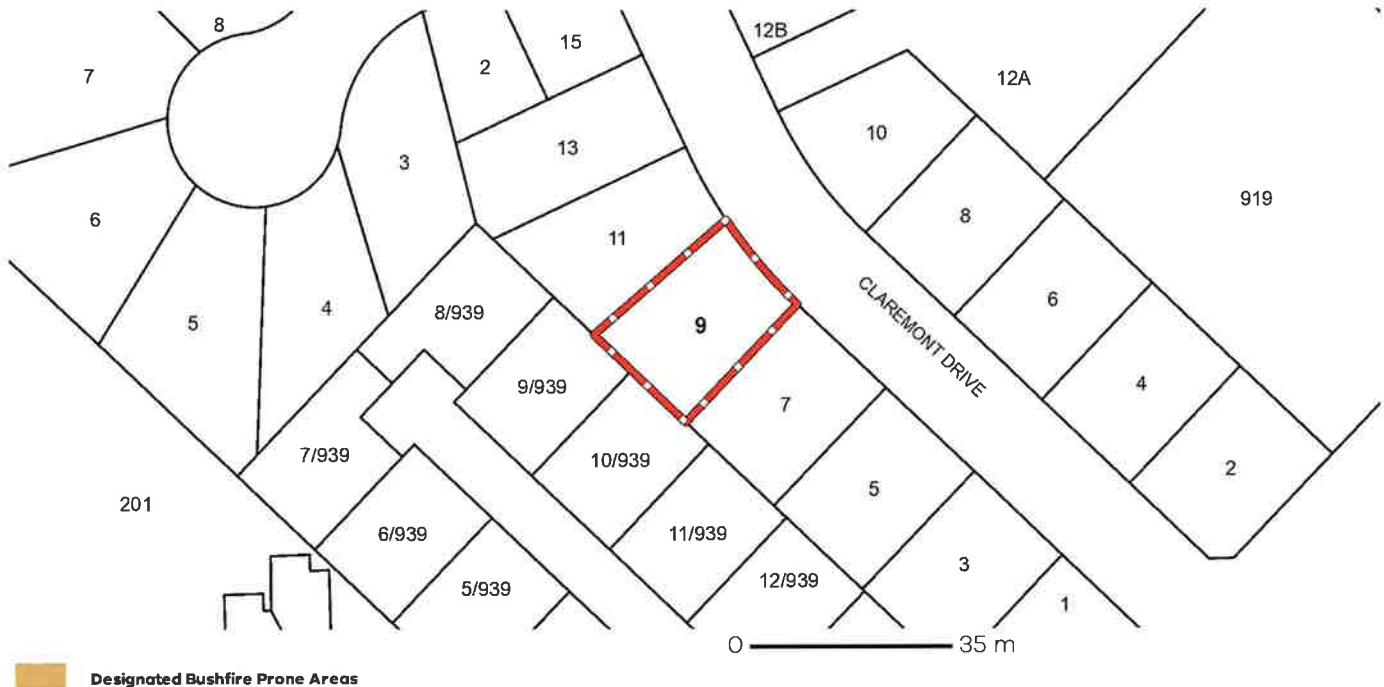
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Designated Bushfire Prone Areas

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



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

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

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

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

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

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

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

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

DATED

2022

PAUL CHRISTOPHER EASTON

VENDOR'S STATEMENT

Property

9 Claremont Drive, Irymple

MARTIN MIDDLETON OATES LAWYERS

61 Deakin Avenue
MILDURA VIC 3500
DX 50022 MILDURA

Tel: 03 5023 7900

Fax: 03 5023 7560

Ref: MO/DCON/DS/SW/350075-1