#### VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

Vendor: Simons Builders Pty Ltd ACN 006 467 545

Property: 26-28 Drouin Road, LONGWARRY 3816

Knox Legal incorporating Lane Amazon Suite 14, 249 Stud Road Wantirna, 3152 Phone: 9800 4422

Fax: 9801 0599 Ref: JC:JM:5147 Wantirna, 3152

Fax: 9801 0599

#### VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962

Vendor: Simons Builders Ptv Ltd ACN 006 467 545

26-28 Drouin Road, LONGWARRY 3816 Property:

#### IMPORTANT NOTICE TO PURCHASERS

The Purchaser acknowledge that this Statement has been prepared in accordance with instructions and information as provided by the Vendor, and that it is in no way a statement of representation by Knox Legal incorporating Lane Amazon as to the above property.

#### Financial matters in respect of the land

Information regarding the amount of rates, taxes, charges or similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

are as follows:

**Authority** Baw Baw Shire Council South East Water (not including usage) Amount Interest

Tel: 9800 4422

- Their total per annum does not exceed \$4,500.00 a.
- The particulars of any Charge (whether registered or not) over the property imposed by or under any b. Act to secure an amount due under that Act are as follows: - Nil

Any amounts (including any proposed Owners Corporation levy) for which the Purchaser may become liable in consequence of the purchase of the Property, are as follows - Nil, other than as disclosed in the attached Owners Corporation Certificate/s, save for the usual adjustment of rates to be made at settlement. Land tax maybe applicable if unimproved value exceeds \$250,000.00.

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

- if the contract provides that the land does not remain at the vendor's risk before the purchaser is (a) entitled to possession or receipt of rents and profits: - Not Applicable.
- if there is a residence on the land which was constructed within the preceding 6 years and section (b) 137B of the Building Act 1993 applies to the residence: - Not applicable.

#### 3. Matters relating to land use

- Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:
  - i. Description: as set out in attached copies of documents
  - ii. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: - None to the Vendor's knowledge
- (b) This land is within a bushfire prone area within the meaning of the regulations made under the Building Act 1993.
- There is access to the property by road. (c)
- in the case of land to which a planning scheme applies -(d)
  - (i) name of the planning scheme: Baw Baw Shire Council Planning Scheme
  - (ii) name of the responsible authority: Baw Baw Shire Council / Department of Infrastructure
  - (iii) zoning of the land: As attached
  - (iv) name of any planning overlay affecting the land: As attached

The property may be identified as land subject to uncontrolled overland drainage where Council recommends that no site cuts be carried out on the land unless a minimum floor level of 600mm above the lowest ground level on the land is achieved. The Purchaser/s should satisfy themselves by making the appropriate enquiries of the relevant authorities prior to entering into a contract, as the Vendor/s give no warranties whatsoever in regard to same.

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

- (a) Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the property of which the vendor might reasonably be expected to have knowledge: Nil
- (b) whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes: Nil
- (c) particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986*. Are as follows: Nil

#### Termites

The property may be in an area prone to termites. The purchaser should make their own enquiries and indemnifies the vendor in this regard.

#### Warning

The Vendor has no means of knowing of all decisions of public authorities and Government departments affecting the property unless communicated to the Vendor.

#### 5. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence): - No such Building permit has been granted to the Vendor's knowledge

The purchaser acknowledges that:

- any failure of any building improvements on the land to comply with any planning, health, environmental, building or other legislation, regulations, by-laws or any planning permit and any encroachment by or on the land does not constitute a defect in the Vendor's title and the purchaser shall not make any objection, requisition or claim any compensation from the Vendor on any such ground; and
- the Purchaser accepts the land and improvements on and services on and to the land in their present condition, position and state of repair and subject to all faults and defects both latent and patent.

#### 6. Information relating to any Owners Corporation

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

#### 7. Growth areas infrastructure contribution

Not applicable

#### 8. Disclosure of non-connected services

The services which a	are marked with	an X in the accompany	ing square box are	NOT connected to the land.
electricity supply	gas supply 🗵	telephone services 🗵	water supply $\square$	sewerage $\square$
to this prope	erty of the servic ests which might	e for which it is respons	ible. The Vendor a	connection fees prior to supply scepts no responsibility for any nging any such connection with

#### 9. Evidence of title

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

- (a) in the case of land under the *Transfer of Land Act 1958*, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) in any other case, a copy of-
  - (i) the last conveyance in the chain of title to the land; or
  - (ii) any other document which gives evidence of the vendor's title to the land;
- (c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;

- (d) in the case of land that is subject to a subdivision-
  - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
- (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan; (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the **Subdivision Act 1988**
  - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
  - (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
  - (iv)A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the **Subdivision Act 1988** is proposed -
  - (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

#### 10. GST Withholding Notice - Notice to Purchaser

Pursuant to Section 14-255 Schedule 1 of the Taxation Administration Act 1953 (Cth) (Act) – Purchaser withholding obligations - The vendor hereby gives Notice that the vendor warrants and confirms that in relation to the supply of the property, that it is not new residential premises or potential residential land as defined in Section 14-250 of the Act and the purchaser has no GST withholding obligations.

The purchaser IS NOT required to withhold an amount under the Cth Act

#### 11. Attached Documents

Attached are copies of the following:-

- > Register Search Statement & Plan of Subdivision
- > Land Property Report
- Planning Certificate
- Roads Certificate
- > State Revenue Office Land Tax Clearance Certificate
- Baw Baw Shire Council Land Information Certificate
- > South East Water Information Statement
- Lease
- Due Diligence Checklist

#### IMPORTANT NOTE:

#### Safety of existing swimming pools/spas

If the property should include a swimming pool or spa, all swimming pools and spas are required to comply with the minimum standards of the current Building Regulations. More information may be obtained from your Council.

Swimming Pool or Spa No
If "yes' Swimming Pool or Spa Registered Yes No
Current Certificate of Pool and Spa Carrier Compliance Yes No

If the above is applicable it shall become the purchaser's responsibility.

DATE OF THIS STATEMENT 23 104, 2023
Signature/s of the Vendor/s Simons Builders Pty Ltd
The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any Contract.
DATE OF THIS ACKNOWLEDGEMENT / /
Signature/s of the Durchasor/s

#### Register Search Statement - Volume 6858 Folio 586

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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

\_\_\_\_\_\_

VOLUME 06858 FOLIO 586

Security no: 124114028104M Produced 09/04/2024 01:32 PM

#### LAND DESCRIPTION

\_\_\_\_\_\_

Lots 1 and 2 on Title Plan 239919T.

PARENT TITLES :

Volume 03421 Folio 135 Volume 06011 Folio 180

Created by instrument 1999173 01/05/1946

#### REGISTERED PROPRIETOR

\_\_\_\_\_\_

Estate Fee Simple

Sole Proprietor

SIMONS BUILDERS PTY LTD of 61 VICTORIA STREET WARRAGUL VIC 3820 AW040214S 07/09/2022

#### ENCUMBRANCES, CAVEATS AND NOTICES

\_\_\_\_\_\_

MORTGAGE AW040215Q 07/09/2022

A & R LANE SUPER PTY LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

#### DIAGRAM LOCATION

\_\_\_\_\_

SEE TP239919T 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)

ADMINISTRATIVE NOTICES

\_\_\_\_\_\_

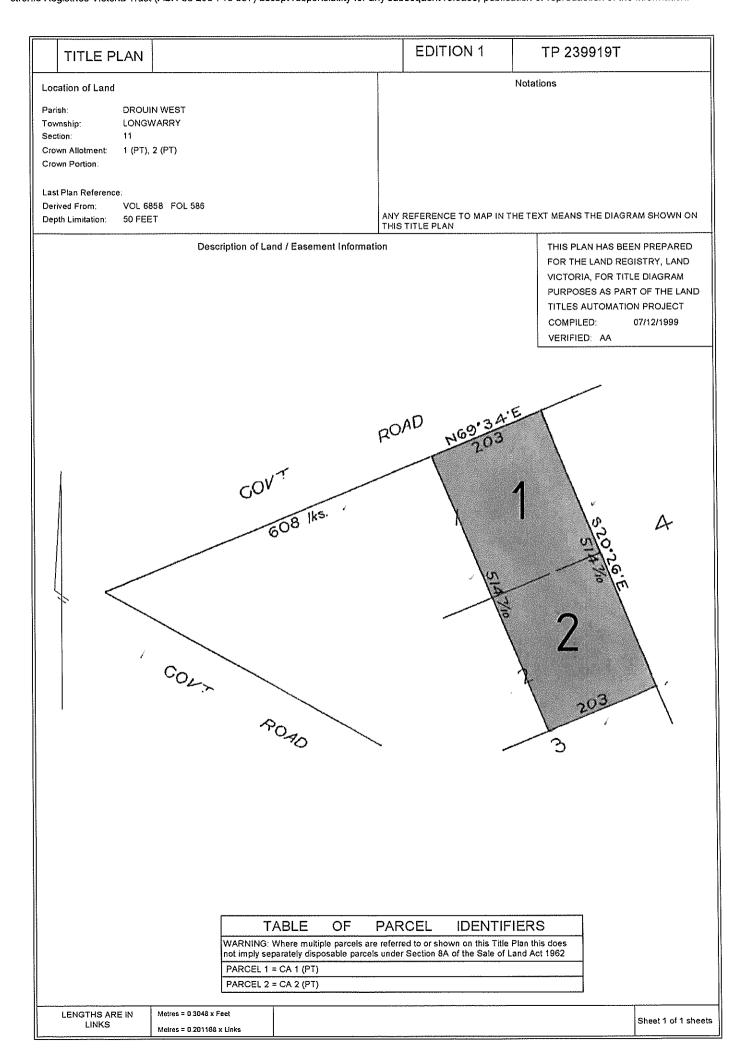
NIL

eCT Control 18237Q HICKS OAKLEY CHESSELL WILLIAMS Effective from 07/09/2022

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 09/04/2024, for Order Number 83570983. Your reference: JC:JM:5147 SB.

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#### From www.planning.vic.gov.au at 09 April 2024 01:30 PM

#### **PROPERTY DETAILS**

26-28 DROUIN ROAD LONGWARRY 3816 Address: More than one parcel - see link below Lot and Plan Number: Standard Parcel Identifier (SPI): More than one parcel - see link below

www.bawbawshire.vic.gov.au **BAW BAW** Local Government Area (Council):

13261 Council Property Number:

Planning Scheme - Baw Baw **Baw Baw** Planning Scheme:

Vicroads 707 P10 Directory Reference:

This property has 2 parcels. For full parcel details get the free Property report at Property Reports

STATE ELECTORATES UTILITIES

**EASTERN VICTORIA** Rural Water Corporation: Southern Rural Water Legislative Council:

NARRACAN Melbourne Water Retailer: South East Water Legislative Assembly:

Melbourne Water: Inside drainage boundary

Power Distributor: **AUSNET OTHER** 

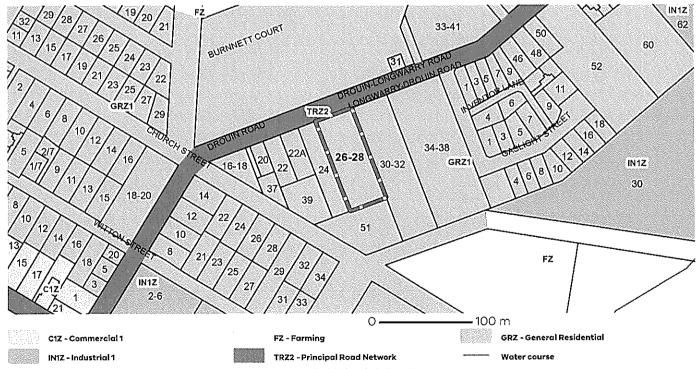
Registered Aboriginal Party: None

View location in VicPlan

#### **Planning Zones**

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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)

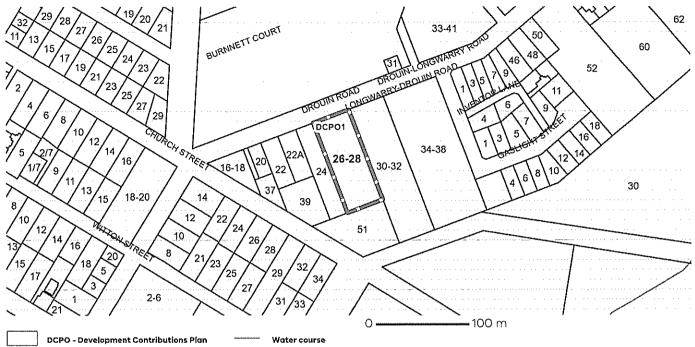


Environment, Land, Water and Planning

#### Planning Overlays



DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



Overlay

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

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)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

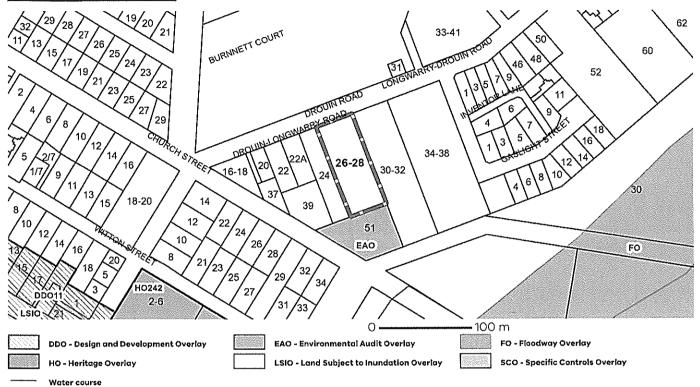
**ENVIRONMENTAL AUDIT OVERLAY (EAO)** 

FLOODWAY OVERLAY (FO)

HERITAGE OVERLAY (HO)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

SPECIFIC CONTROLS OVERLAY (SCO)



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

#### **Further Planning Information**

Planning scheme data last updated on 7 December 2023.

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

This report is NOT a Planning Certificate issued pursuant to Section 199 of the Planning and Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

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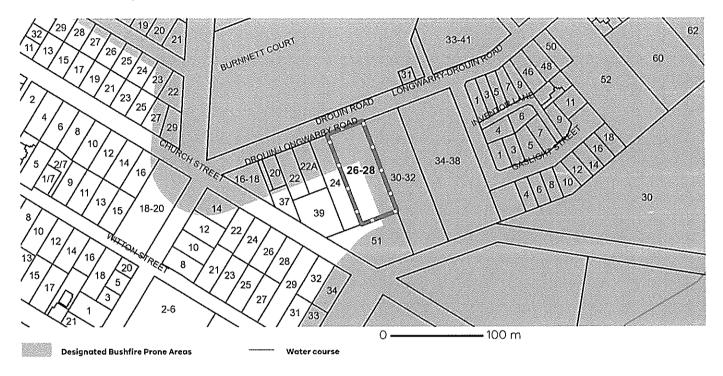


#### **Designated Bushfire Prone Areas**

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA

Designated BPA maps can be viewed on VicPlan at https://mapshare.vic.gov.au/vicplan/ or at the relevant local council

Create a BPA definition plan in VicPlan to measure the BPA.

Information for lot owners building in the BPA is available at https://www.planning.vic.gov.au.

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 this 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)

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PLANNING PROPERTY REPORT: 26-28 DROUIN ROAD LONGWARRY 3816

#### PROPERTY REPORT



Energy, Environment and Climate Action

From www.land.vic.gov.au at 09 April 2024 01:30 PM

#### **PROPERTY DETAILS**

26-28 DROUIN ROAD LONGWARRY 3816 Address:

Lot and Plan Number: This property has 2 parcels. See table below

Standard Parcel Identifier (SPI): See table below

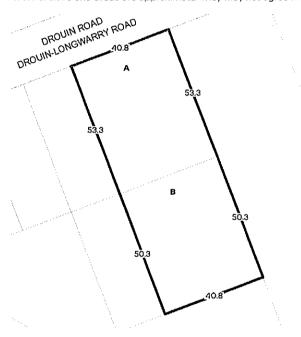
Local Government Area (Council): **BAW BAW** www.bawbawshire.vic.gov.au

Council Property Number: 13261

Directory Reference: Vicroads 707 P10

#### SITE DIMENSIONS

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



Area: 4230 sa m Perimeter: 289 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

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 atTitle and Property Certificates

#### **PARCEL DETAILS**

The letter in the first column identifies the parcel in the diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 1 TP239919	1\TP239919
В	Lot 2 TP239919	2\TP239919

#### UTILITIES

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: South East Water

Melbourne Water: Inside drainage boundary

Power Distributor: **AUSNET** 

#### STATE ELECTORATES

**EASTERN VICTORIA** Legislative Council:

Legislative Assembly: NARRACAN

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#### PROPERTY REPORT



#### PLANNING INFORMATION

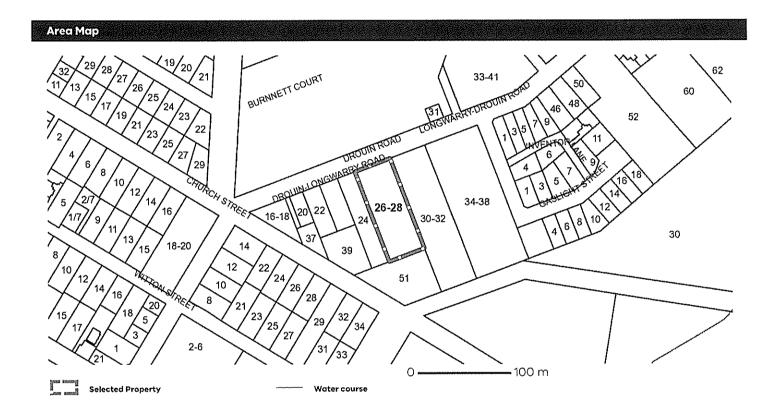
Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links

Vicplan https://mapshare.vic.gov.au/vicplan/

Property and parcel search <a href="https://www.land.vic.gov.au/property-and-parcel-search">https://www.land.vic.gov.au/property-and-parcel-search</a>



# Planning Certificate

PROPERTY DETAILS

Property Address: 26-28 DROUIN ROAD LONGWARRY VIC 3816

Title Particulars: Vol 6858 Fol 586

Vendor: SIMONS BUILDERS PTY LTD

Purchaser: N/A

Certificate No: 123667031

Date: 9 April 2024 Matter Ref: JC:JM:5147 SB

Client: Knox Legal

**(** 

MUNICIPALITY

**BAW BAW** 

PLANNING SCHEME

**BAW BAW PLANNING SCHEME** 

**金** 

RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

BAW BAW SHIRE COUNCIL

(Ŷ)

**ZONES** 

GENERAL RESIDENTIAL ZONE - SCHEDULE 1

⊗

ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

ABUTS A TRANSPORT ZONE 2 (DROUIN ROAD)

**⊗**)

**APPLICABLE OVERLAYS** 

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.



Matter Ref: 83570983 Date 09/04/2024



## PROPOSED PLANNING SCHEME AMENDMENTS

**NOT APPLICABLE** 



### **ADDITIONAL INFORMATION**

THE SUBJECT PROPERTY IS OUTSIDE THE URBAN GROWTH BOUNDARY

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

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#### PLANNING ZONES MAP



#### **ZONING**

- FZ FARMING ZONE
- GRZ1 GENERAL RESIDENTIAL ZONE SCHEDULE 1
- IN1Z INDUSTRIAL 1 ZONE
- TRZ2 TRANSPORT ZONE 2 PRINCIPAL ROAD NETWORK

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye and Durham Property Suite 1, level 3, 550 bourke street MELBOURNE 3001

Client Reference: 83570983 123667032

NO PROPOSALS. As at the 9th April 2024, 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®.

26 - 28 DROUIN ROAD, LONGWARRY 3816 SHIRE OF BAW BAW

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: 9th April 2024

Telephone enquiries regarding content of certificate: 13 11 71

# **Property Clearance Certificate**

# Land Tax



KNOX LEGAL VIA DYE & DURHAM PROPERTY PTY LTD

LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

Your Reference:

83570983:123667034

Certificate No:

74612229

Issue Date:

11 APR 2024

**Enquiries:** 

MXC15

Land Address:

26 - 28 DROUIN ROAD LONGWARRY VIC 3816

Land Id

Lot 1

Plan 239919 Volume 6858 Folio 586 Tax Payable

19569364

2 239919

SIMONS BUILDERS PTY LTD

Purchaser:

Vendor:

FOR INFORMATION PURPOSES

**Current Land Tax** 

Year

Taxable Value Proportional Tax

Penalty/Interest

Total

\$0.00

SIMONS BUILDERS PTY LTD

2024

\$810,000

\$19,569.26

\$0.00

\$0.00

Comments:

Land Tax of \$19,569.26 has been assessed for 2024, an amount of \$19,569.26 has been paid.

**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 IMPROVED VALUE:

\$920,000

SITE VALUE:

\$810,000

**CURRENT LAND TAX CHARGE: \$0.00** 



## Notes to Certificate - Land Tax

Certificate No: 74612229

#### Power to issue Certificate

 Pursuant to section 95AA of the Taxation Administration Act 1997, the Commissioner of State Revenue must 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

- 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. Pursuant to section 96 of the Land Tax Act 2005, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

#### Information for the vendor

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

#### Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

#### General information

- 7. 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.
- 8. 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 = \$3,510.00

Taxable Value = \$810,000

Calculated as \$2,250 plus (\$810,000 - \$600,000) multiplied by 0.600 cents.

#### **Land Tax - Payment Options**

#### **BPAY**



Biller Code: 5249 Ref: 74612229

#### Telephone & Internet Banking - BPAY®

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

www.bpav.com.au

#### CARD



Ref: 74612229

#### Visa or Mastercard

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

sro.vic.gov.au/paylandtax

# **Property Clearance Certificate**

# Windfall Gains Tax



KNOX LEGAL VIA DYE & DURHAM PROPERTY PTY LTD

LEVEL 20, 535 BOURKE STREET

**MELBOURNE VIC 3000** 

Your Reference:

83570983:123667034

Certificate No:

74612229

Issue Date:

11 APR 2024

Land Address:

26 -28 DROUIN ROAD LONGWARRY VIC 3816

Lot

Plan

Volume

Folio

1

239919

6858

586

2

239919

Vendor:

SIMONS BUILDERS PTY LTD

Purchaser:

FOR INFORMATION PURPOSES

WGT Property Id

**Event ID** 

Windfall Gains Tax

**Deferred Interest** 

Penalty/Interest

Total

\$0.00

\$0.00

\$0.00

\$0,00

Comments:

No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:** 

\$0,00



## **Notes to Certificate - Windfall Gains Tax**

Certificate No: 74612229

#### Power to issue Certificate

 Pursuant to section 95AA of the Taxation Administration Act 1997, the Commissioner of State Revenue must 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

- The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

#### Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the Windfall Gains Tax Act 2021, windfall gains tax, including any accrued interest on a deferral, 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 unpaid windfall gains tax.

#### Information for the purchaser

- 4. Pursuant to section 42 of the Windfall Gains Tax Act 2021, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
- If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
- 6. A purchaser cannot rely on a Certificate obtained by the vendor.

#### Information for the vendor

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

#### Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

#### **General information**

- A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
- 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.
- 11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

#### Windfall Gains Tax - Payment Options

#### BPAY



Biller Code: 416073 Ref: 74612227

#### 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: 74612227

#### Visa or Mastercard

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

sro.vic.gov.au/payment-options

#### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.





# Land Information Certificate In accordance with Section 121 of the Local Government Act 2020

Knox Legal C/- Dye & Durham PO Box 447 SOUTH MELBOURNE VIC 3205

Certificate No:	CerR/C022092	Your Reference:	83570983:123667033

This certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989, the Local Government Act 2020, or under a local law or by-law of the Council.

This certificate is not required to include information regarding Planning, Buildings, Health, Land Fill, Land Slip, other Flooding information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

	PROPERTY DETAILS
Property Number:	13261
Property Owner/s:	Simons Builders Pty Ltd
Property Address:	26-28 Drouin Road LONGWARRY VIC 3816
Property Description:	V6858 F586   Lot 1 & 2 TP239919T   Drouin West Parish

	VALUATION	DETAILS	
Site Value:	\$810,000	Valuation Date:	01/01/2023
Capital Improved Value:	\$920,000		
Net Annual Value:	\$46,000	Effective Date:	01/07/2023

#### RATES AND CHARGES DETAILS

Details for financial year ending 30th June 2024:

Current Years Rates and Charges		
Rates	2,302.75	
Waste and Recycling	488.00	
Fire Services Levy	167.30	1110
Current Years Rates and Charges Sub Total		2,958.05
Payments Received	-2,218.05	
TOTAL BALANCE OUTSTANDING		740.00

#### **IMPORTANT**

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

There are *NO* outstanding amounts required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958.

In accordance with Section 175 of the Local Government Act 1989 a person who becomes the owner of rateable land must pay any rate or charge that is current or in arrears (including any interest on those rates or charges) on the land which are due and payable at the time that person becomes the owner of the land.

In accordance with section 175(1) of the Local Government Act 1989, all unpaid rates and charges are required to be paid immediately upon settlement, regardless of the due date.

This certificate is valid for a period of 90 days from issue date, confirmation of outstanding balance should be sought as close to settlement date as practicable. For settlement purposes credit balances must be factored into settlement adjustments.

Should you have any queries regarding this Certificate, please quote Certificate reference CerR/C022092.

I hereby certify that the information given in this certificate is true and correct as at the issue date. 10 April 2024

Issue Date

**Authorised Officer** 

Biller Code: 5801

Ref:

0000 0011 6939

Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, or transaction account. More info: www.bpay.com.au



## INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Dye and Durham Property Pty Ltd E-mail: property.certificates@dyedurham.com Statement for property: LOT PT 26-28 DROUIN ROAD LONGWARRY 3816 PT CA 1

REFERENCE NO. 31A//07595/10

YOUR REFERENCE 83570983:123667035 DATE OF ISSUE
09 APRIL 2024

46368435

#### 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a)	
Melbourne Water Corporation Total Service Charges 01/04/2024 to 3	30/06/2024 \$54.49
(i) Ev Sauli EageValor	
Water Service Charge 01/04/2024 to 3	30/06/2024 \$21.48
Sewerage Service Charge 01/04/2024 to 3	30/06/2024 \$94.37
Subtotal Service Charges	\$170.34
TOTAL UNPAID BA	<b>ALANCE</b> \$170.34

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <a href="https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update">https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update</a>
- \* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at <a href="https://www.southeastwater.com.au">www.southeastwater.com.au</a>.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

AUTHORISED OFFICER:

LARA SALEMBIER GENERAL MANAGER CUSTOMER EXPERIENCE South East Water Information Statement Applications PO Box 2268, Seaford, VIC 3198



## INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

#### 2. Encumbrance Summary

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

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

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

#### ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

#### **Important Warnings**

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of

AUTHORISED OFFICER:

CUSTOMER EXPERIENCE

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

LARA SALEMBIER PO Box 2268, Seaford, VIC 319
GENERAL MANAGER



### INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

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

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

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

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

#### 3. Disclaimer

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

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

AUTHORISED OFFICER:

LARA SALEMBIER GENERAL MANAGER CUSTOMER EXPERIENCE South East Water Information Statement Applications

PO Box 2268, Seaford, VIC 3198

# South East Water

Proposed Title/Road

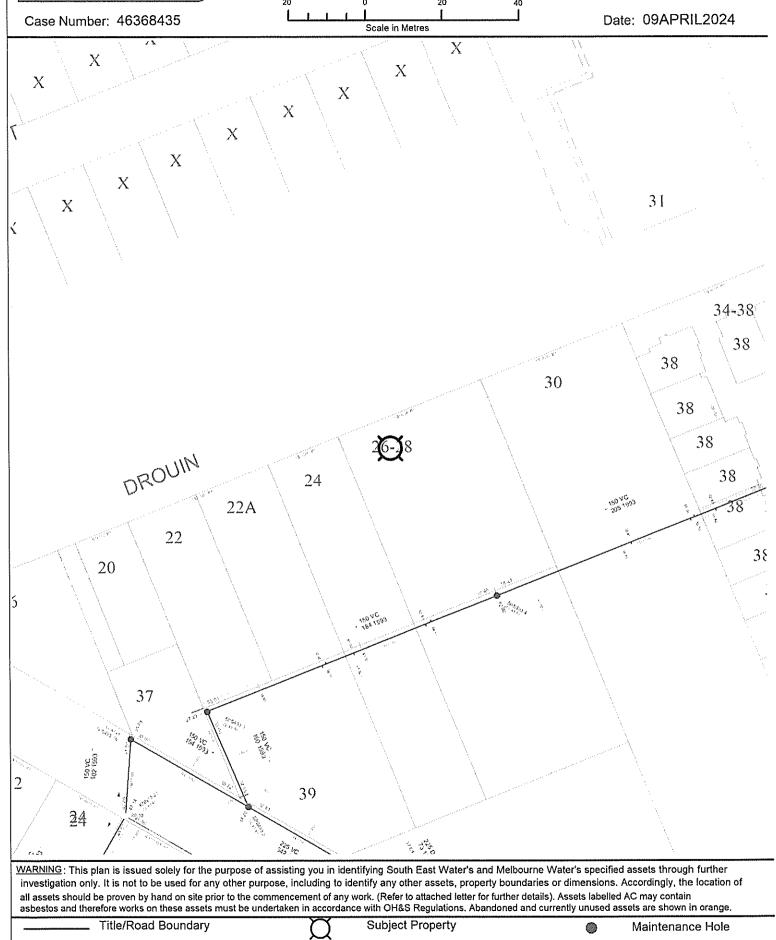
Easement

Sewer Main

## ASSET INFORMATION - SEWER & DRAINAGE

Property: Lot PT 26-28 DROUIN ROAD LONGWARRY 3816





Sewer Main & Property Connections

Direction of Flow

Underground Drain

Melbourne Water Assets

Inspection Shaft

Natural Waterway

Offset from Boundary

0

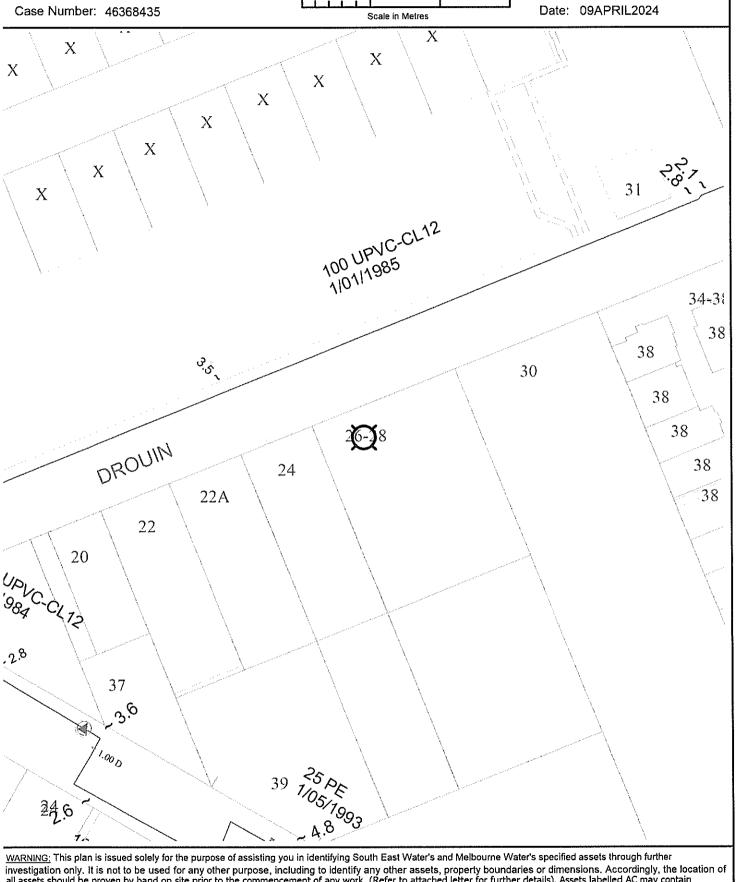
<1.0>

# South East Water

# **ASSET INFORMATION - WATER**

Property: Lot PT 26-28 DROUIN ROAD LONGWARRY 3816





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

LEGEND	Title/Road Boundary	Ø	Subject Property	<b>6 (</b>	Hydrant
Anno 5 lares 4 from 4 from 9 from 9	Proposed Title/Road	<del></del>	Water Main Valve		Fireplug/Washout
winn and here were angle often we	Easement	100 CICL 26 9 1975	Water Main & Services	~ 1.0	Offset from Boundary

# South East Water

**LEGEND** 

Title/Road Boundary

Proposed Title/Road

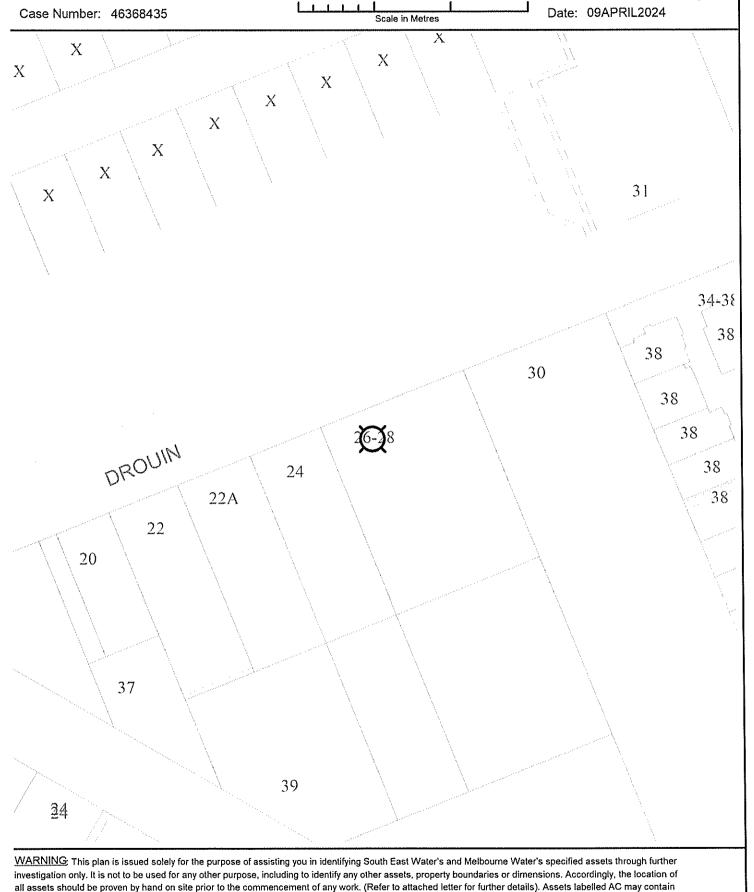
Easement

## ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot PT 26-28 DROUIN ROAD LONGWARRY 3816

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asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

Subject Property

Recycled Water Main Valve

Recycled Water Main & Services

Hydrant

Fireplug/Washout

Offset from Boundary

**9 (1)** 

~ 1.0

0

RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham Shop 9/22-26 BALD HILL ROAD, PAKENHAM, VIC 3810

P: 03 5940 2255

E: pakenham@stockdaleleggo.com.au

ABN: 171 256 535 27



# Residential Rental Agreement

for

26-28 Drouin Rd, Longwarry VIC 3816

This agreement is between Simons Builder and James Murray, Seraya Moroney.

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# Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

-2	 A	Ge	na	اهو	

Regulation 10(1)

This agreement is between the residential rental provider (rental pro-
--

# 1. Date of agreement This is the date the agreement is signed Wed 28/06/2023 If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement. 2. Premises let by the rental provider Address of premises Postcode 3816 26-28 Drouin Rd, Longwarry VIC 3. Rental provider details Full name or company Simons Builders Pty Lhd. name of rental provider Address (if no agent is Postcode acting for the rental provider) Phone number

### Rental provider's agent details (if applicable)

ACN (if applicable)

Email address

Full name	RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham			
Address	Shop 9/22-26 BALD HILL ROAD, PAKENHAM, VIC	Postcode 3810		
Phone number	03 5940 2255			
ACN (if applicable)	125 653 527			
Email address	pakenham@stockdaleleggo.com.au			
Note: The rental prov	rider must notify the renter within 7 days if any of this information	changes.		

Each renter that is a pa	arty to the agreement must provide their details here.	
Full name of renter 1	James Murray	
Current Address:	26-28 Drouin Rd, Longwarry VIC 3816	Postcode
Phone number:	0429383183	
Email:	jamesmurray416@gmail.com	
Full name of renter 2	Seraya Moroney	
Current Address:	26-28 Drouin Rd, Longwarry VIC 3816	Postcode
Phone number:	042301320	
Email:	serayabrock@outlook.com	
Full name of renter 3		
Current Address:		Postcode
Phone number:		
Email:		
Full name of renter 4		
Current Address:		Postcode
Phone number:		
Email:		
5. Length of the agreeme	ent	
✓ Fixed term agreen	ment Start date Sat 01/07/2023 (this is the date the agreen and you may move in)	nent starts
	End date Sun 30/06/2024	
Periodic agreeme (monthly)	ent Start date	

4. Renter details

agreement, and the renter con agreement will be formed.	ntinues to occupy the premises, a periodic (e.g. month by month) residential rental
6. Rent	
Rent amount(\$) (payable in advance)	1868.00
To be paid per	week fortnight calendar month
Day rent is to be paid (e.g. ea Thursday or the 11th of each month)	1st day of each month
Date first rent payment due	Sat 01/07/2023
7. Bond	
The renter has been asked to	pay the bond specified below.
provider may ask the Victoria or their agent must lodge the	n \$900 (per week), the maximum bond is one month's rent. In some cases, the rental n Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider bond with the Residential Tenancies Bond Authority (RTBA). The bond must be ys after receiving payment. The RTBA will send the renter a receipt for the bond.
If the renter does not receive email rtba@justice.vic.gov.au call the RTBA on 1300 13 71	
Rental bond amount(\$)	1868
Date bond payment due	Sat 01/07/2023
Part B – Standard terms	
8. Rental provider's preferred	d method of rent payment
·	ust permit a fee-free (other than the renter's own bank fees) payment method and Centrepay or another form of electronic funds transfer.
Note: The renter is entitled to	o receive a receipt from the rental provider confirming payment of rent.
(Rental provider to tick perm	itted methods of rent payment)
direct debit  bank	deposit
other electronic form o	f payment, including Centrepay

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term

Payment (	details (if a	applicable)
BSB: Account Account Bank Re		083 593 855070565 Stockdale & Leggo Pakenham DROUI26-28- MURR-MORO
9. Service o	of notices	and other documents by electronic methods
Electronic (Victoria)		f documents must be in accordance with the requirements of the <i>Electronic Transactions</i>
		one responds to an email or other electronic communications does not mean they have rvice of notices and other documents by electronic methods.
		and renter must notify the other party in writing if they no longer wish to receive notices or electronic methods.
The rental	l provider a	and renter must immediately notify the other party in writing if their contact details change.
9.1 Does such as e		provider agree to the service of notices and other documents by electronic methods
	•	must complete this section before giving the agreement to the renter. ick as appropriate)
	✓ Yes	Jane Grant: jgrant@slpakenham.com
	☐ No	
9.2 Does email?	the renter	agree to the service of notices and other documents by electronic methods such as
(Renter to	tick as ap	propriate)
Renter 1	✓ Yes	James Murray: jamesmurray416@gmail.com
	No	
Renter 2	✓ Yes	Seraya Moroney: serayabrock@outlook.com
	☐ No	
Renter 3	Yes	
	☐ No	
Renter 4	Yes	
	No	

1	0.	U	ra	ent	re	pairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see Part D (below).

Details of person the renter should contact for an urgent repair (rental provider to insert details)

Emergency contact name	Stockdale & Leggo Pakenham
Emergency phone number	0436 454 840
Emergency email address	pakenham@stockdaleleggo.com.au

#### 11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

taking into account fair wear and tear.	
12. Owners corporation	
Do owners corporation rules apply to the premises?  If yes, the rental provider must attach a copy of the rules to this agreement.  (Rental provider to tick as appropriate)	
✓ No ☐ Yes	

#### 13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the rente
moves into the rented premises.
rental provider to tick as appropriate)
The condition report has been provided

The condition report will be provided to the renter on or before the date the agreement starts

## 14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

#### 15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

#### 16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
  - i. any smoke alarm is correctly installed and in working condition; and
  - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months,
  - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
  - Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
  - i. information about how each smoke alarm in the rented premises operates;
  - ii. information about how to test each smoke alarm in the rented premises;
  - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

## 17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

(a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

## 18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

## 19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

# Part D - Rights and obligations

This is a summary of selected rights and obligations of renters and rental providers under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

## 20. Use of the premises

#### The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act: and
- · must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- · must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- · must keep the premises reasonably clean.

## 21. Condition of the premises

## The rental provider:

- · must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- · must maintain the premises in good repair and in a fit condition for occupation; and
- · agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

#### The renter:

· The renter must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

## 22. Modifications

#### The renter:

- · may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any Urgent repairs include failure or breakdown of any essential service other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

#### The rental provider:

· must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

#### 23. Locks

- The rental provider must ensure the premises has:
  - o locks to secure all windows capable of having a lock,
  - o has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that-
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a
- · The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - o a family violence intervention order; or
  - o a family violence safety notice; or
  - o a recognised non-local DVO; or
  - o personal safety intervention order.

#### 24. Repairs

 Only a suitably qualified person may do repairs—both urgent and non-urgent

## 25. Urgent repairs

Section 3(1) of the Act defines urgent repairs. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if-

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

## 26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of
  - o damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider,
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

## 27. Assignment or sub-letting

#### The renter:

 The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

## The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

#### 28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

## 29. Access and entry

- The rental provider may enter the premises-
  - at any time, if the renter has agreed within the last 7 days; and
  - to do an inspection, but not more than once every 6 months; and
  - to comply with the rental provider's duties under the Act: and
  - to show the premises or conduct an open inspection to sell, rent or value the premises; and
  - to take images or video for advertising a property that is for sale or rent; and
  - if they believe the renter has failed to follow their duties under the Act; and
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

## 30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

#### 31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-andservices/business-practices/contracts/unfair-contract-terms.

## 32. Residential Tenancy Database

In accord with Section 439 (I) of the Act RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham subject to the Act.

#### 33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter. Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

## 34. Availability of Premises

RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham will use its best endeavours so that the Premises are available on the Commencement Date.

## 35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham should the power not be connected at the commencement of this Agreement. The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

#### 36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

#### 37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham.

## 38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

#### 39. Condition Report

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

#### 40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specificed in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

#### 41. Rental Provider Termination

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

#### 42. Lost Kevs

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham does not guarantee that it holds a spare set of keys to the Premises at its offices.

#### 43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham at the end of the tenancy without reimbursement.

## 44. Floor Protection

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

## 45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

#### 46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

## 47. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

#### 48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham or their respective contractors.

#### 49. Shared Services

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

## 50. No Servicing Vehicles

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil

## 51. Report Damage or Injury

The Renter shall notify RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

## 52. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham or their respective contractors.

#### 53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

#### 54. Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

## 55. Pests

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

## 56. Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

#### 57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

#### 58. Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

#### 59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham from time to time.

#### 60. Rental Increase

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

#### 61. Maintain Garden

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

# 62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham or their contractors.

## 63. Rental Provider Repairs

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham in writing.

#### 64. Urgent Repairs

The Renter acknowledges that RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham is authorised

to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham during business hours or after hours information service on 0436 454 840 or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

#### 65. Vehicle Parking

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

#### 66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham may impose reasonable conditions. It is not unreasonable for the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham to keep a pet at the Premises the Renter must complete and provide a pet request form.

#### 67. Pools and Water Features

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

## 68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing
  prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written
  notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing
  prospective new renters through the Premises provided that at least 48 hours' written notice has been
  given to the Renter (and provided that such entry occurs in the period that is within 21 days before the
  termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject
  to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter
  of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provider further that at least 7 days' written notice has been given to the Renter.

## 69. Assignment and Sub-Letting

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham in writing and comply with clause 27 in Part D of this Agreement. The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham as agent to manage the Premises.

## 70. Rental Provider Notice

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

#### 71. Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

## 72. Periodic Tenancy

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

#### 73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham the following costs:

- 1. A pro rata letting fee;
- 2. Marketing costs as incurred by RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham;
- 3. National tenancy database checks on each applicant or as required;
- 4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
- 5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

## 74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

#### 75. No Set-Off

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

#### 76. Remove Personal Property

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

## 77. Window Cleaning

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

#### 78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the

termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

## 79. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

#### 80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

#### 81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

#### 82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham but such notice shall only become effective on receipt by the Rental Provider or RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham.

#### 83. Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

## 84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

## 85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

#### 86. Cost of Repairs/Replacements

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

#### 87. Owners Corporation

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

# 1. Break of Lease Agreement

Should the Renter (s) wish to Break Agreement at the rented premises they should contact their property manager immediately to do the required paperwork. Break of agreement costs are calculated as follows;

- Rent is due in accordance with the agreement until such time as a new Renter is found and the current Renter must pay rent up to and including the day before a new Renter enters into possession of the premises
- Rental Advertising fee is \$200.00 to be paid to the Residential Rental Provider, upon return of the required from in advance to commence advertising
- A break of agreement fee is calculated on a pro-rata basis and will be provided to the Renter at the time of submission of Break of Agreement Paperwork
- The Residential Rental Provider Must not with hold reasonable consent to a new Renter, must advertise the premises at the current rent including any pre issued rent increases and limit both there own and the renters financial implications by trying to lease the premises as soon as practicable.

#### Renter Acknowledgement

- 1. James Murray viewed and acknowledged at Tue, 27/06/2023 15,45 from device: Windows 10 Other Chrome 114.0.0
- 2. Seraya Moroney viewed and acknowledged at Tue, 27/06/2023 16:34 from device: IOS 16.5.1 iPhone Mobile Safari 16.5.1

## 2. Smoke Alarms

- The RENTER must three (3) monthly press the test button on the supplied smoke alarms and immediately advise their managing agent should a fault be present.
- The RENTER must on an immediate basis allow access to the required trade to service, install or remedy smoke alarms as required and on an annual basis for general servicing
- The RENTER must not at anytime remove any smoke detector or its battery.

#### Renter Acknowledgement

- 1. James Murray viewed and acknowledged at Tue. 27/06/2023 15:45 from device: Windows 10 Other Chrome 114.0.0
- 2. Seraya Moroney viewed and acknowledged at Tue, 27/06/2023 16:34 from device: iOS 16:51 iPhone Mobile Safari 16:5.1

## 3. Air conditioner filters

The RENTER/s agree to regularly or as required on a Three (3) monthly basis clean air conditioner filters to prevent the build up of dust to ensure economical operation of the unit. Should the Residential Rental Provider send a trade to assess unit and it is found that the filters not being regularly cleaned are the cause of poor operation or non operation of the unit, the Renter/s may be liable for the cost of repair

#### Renter Acknowledgement

- 1. James Murray viewed and acknowledged at Tue, 27/06/2023 15:45 from device: Windows 10 Other Chrome 114.0.0
- 2. Seraya Moroney viewed and acknowledged at Tue, 27/06/2023 16:34 from device; iOS 16:5.1 iPhone Mobile Safari 16:5.1

## **Privacy Collection Notice**

As professional property managers RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 5940 2255

#### **Primary Purpose**

As professional property managers, RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham collect your personal information to assess the risk in providing you with the lease / tenancy of the Premises you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the Premises.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- . The Rental Provider
- · The Rental Provider's lawyers
- · The Rental Provider's mortgagee
- · Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the Premises
- Third party organisations required to provide RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham services
- · Rental Bond Authorities
- · Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd")
- Other Real Estate Agents, Rental Providers and Valuers

## Secondary Purpose

RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham also collect your personal information to:

- Enable us, or the Rental Provider's lawyers, to prepare the lease / tenancy documents for the Premises.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the Premises.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).

- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the Premises. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham privacy policy can be viewed without charge on the RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham website; or contact your local RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham office and we will send or email you a free copy.

# Disclaimer

RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham its directors partners employees and related entities responsible for preparing this Agreement believe that the information contained in this Agreement is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the Rental Provider and the Renter should rely on their own enquiries as to the accuracy of any information or material incorporated in this Agreement. The law is subject to change without notice and terms and conditions in this Agreement may be amended as a result. RPP Property Group Pty Ltd t/a Stockdale & Leggo Pakenham disclaims all liability and responsibility including for negligence for any direct

or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

## Signatures

This agreement is made under the Act.

Before signing you must read Part D - Rights and obligations of this form.

## Rental Provider

Rental Provider: Simons Builders Phy. Ltd.

Sian here:

Date: 28 6 2023

## Renter(s)

Renter 1: James Murray

Signed at Tue, 27/06/2023 15:46, from device: Windows 10 Other Chrome 114.0.0

Renter 2: Seraya Moroney

Signed at Tue, 27/06/2023 16:34, from device: iOS 16.5.1 iPhone Mobile Safari 16.5.1

## **AUDIT TRAIL**

## James Murray (Renter)

Tue, 27/06/2023 14:23 - Invite sent to James Murray

Tue, 27/06/2023 15:14 - James Murray clicked 'start' button to view the Residential Rental Agreement (Windows 10 Other Chrome 114.0.0, IP: 119.17.159.100)

Tue, 27/06/2023 15:45 - James Murray clicked 'start' button to view the Residential Rental Agreement (Windows 10 Other Chrome 114.0.0, IP: 119.17.159.100)

Tue, 27/06/2023 15:46 - James Murray submitted the Residential Rental Agreement (Windows 10 Other Chrome 114.0.0, IP: 119.17.159.100)

#### Seraya Moroney (Renter)

Tue, 27/06/2023 16:34 - Seraya Moroney clicked 'start' button to view the Residential Rental Agreement (iOS 16.5.1 iPhone Mobile Safari 16.5.1, IP: 175.38.105.86)

Tue, 27/06/2023 16:34 - Seraya Moroney signed the Residential Rental Agreement (iOS 16.5.1 iPhone Mobile Safari 16.5.1, IP: 175.38.105.86)

Tue, 27/06/2023 16:34 - Seraya Moroney submitted the Residential Rental Agreement (iOS 16.5.1 iPhone Mobile Safari 16.5.1, IP: 175.38.105.86)

•	nvite sent to Simons Builder Simons Builder clicked 'start' button to view the Residential Rental Agreement
	AGREEMENT END

# 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 <a href="Due diligence checklist page">Due diligence checklist page</a> on the Consumer Affairs Victoria website (consumer.vic.gov.au/duediligencechecklist).

# **Urban living**

## Moving to the inner city?

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

## Is the property subject to an owners corporation?

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

## **Growth areas**

## Are you moving to a growth area?

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

## Flood and fire risk

## Does this property experience flooding or bushfire?

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

## **Rural properties**

## Moving to the country?

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

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

## Can you build new dwellings?

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

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

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

# Soil and groundwater contamination

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

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

(04/10/2016)



#### Land boundaries

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

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

# Planning controls

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

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

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

## Are there any proposed or granted planning permits?

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

# Safety

## Is the building safe to live in?

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

# **Building permits**

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

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

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

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

## Utilities and essential services

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

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

# **Buyers' rights**

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

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