



warner
CONVEYANCING & LEGAL

0414 999 220

tamara@warnerconveyancingandlegal.com.au

All post | PO Box 670, Mount Martha VIC 3934

Meetings | By appointment only

warnerconveyancingandlegal.com.au

Section 32 Vendor's Statement

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

Land 119 Monterey Boulevard, Frankston North Vic 3200

Vendor's name(s)	Yasir Khan & Mehwish Yasir
Vendor's signature	
Date	____/____/ 2021
Vendor's signature	
Date	____/____/ 2021

Purchaser's name(s)	
Purchaser's signature	
Date	____/____/ 20__
Purchaser's signature	
Date	____/____/ 20__

1. Financial matters

1.1 Outgoings

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

Are contained in the attached certificates.

Amounts for which the purchaser may become liable in consequence of the sale:

- Land Tax, if the property has been assessed for Land Tax after this Vendor's Statement has been prepared. The Purchaser will also be responsible for any Land Tax assessed for the following years after settlement if the property is not exempt as the purchaser's principal place of residence; and
- annual increases on all rates and outgoings if the settlement date falls into the next rating period after this Vendor's Statement was prepared.

Otherwise, none to the vendor's knowledge except for the usual adjustment of rates at settlement.

1.2 Charge

Amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation:

If any, refer to attached certificates.

1.3 Terms Contract

Details of cost of vendor finance are set out in the attached schedule 2 – not applicable.

1.4 Sale subject to Mortgage

Particulars of any mortgage (whether registered or unregistered) over the land, which is not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are set out in the attached schedule 1 – not applicable.

2. Insurance details

2.1 Damage and destruction

Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land – not applicable.

Particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land, are as follows – not applicable.

2.2 Owner - Building

Particulars of any required insurance under the *Building Act 1993* applying to a residence on the land that was constructed by an owner-builder within the preceding 6 years and 6 months and s 137B *Building Act 1993* applies – not applicable.

3. Land use

3.1 Easements, covenants or other similar restrictions

Details of any registered or unregistered easement, covenant or other similar restriction affecting the land, are as follows:

3.1.1 set out in the attached copies of title documents;

3.1.2 the lease of the land, a copy of which is attached;

3.1.3 the sewer (if any) shown on the attached water information statement;

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

Note: there may be sewers, drains, water pipes, electricity cables (underground or overhead) or telephone cables (underground or overhead), or gas pipes laid outside registered easements which are not registered or required to be registered on the certificate of title to the Property.

3.2 Designated bushfire-prone area

The land is in a designated bushfire-prone area, as noted on the attached report.

3.3 No road access

Not applicable. There is access to the land by road.

3.4 Planning

Details of any planning instruments affecting the land, are as follows:

Contained in the attached certificate or report.

4. Notices

4.1 Notice, order, declaration, report or recommendation

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

Are as follows:

None to the vendor's knowledge. The vendor has no means of knowing all decisions of public authorities and government departments affecting the land unless communicated to the vendor.

4.2 Livestock disease or agricultural chemicals

Particulars of any notices, property, managements 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:

None to the vendor's knowledge.

4.3 Compulsory acquisition

The particulars of any notices of intention to acquire, served pursuant to s 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

None to the vendor's knowledge.

5. Building permits

Details of any building permit granted during the past 7 years under the *Building Act 1993* (required only where there is a residence on the land) -

Not applicable.

The Purchaser acknowledges and agrees that the Vendor provides no warranties in respect to any alterations, additions or improvements to the property which occurred prior to the Vendor becoming the registered proprietor.

6. Owners corporation

An owners corporation is not applicable to this property.

7. Growth Areas Infrastructure Contribution

Not applicable.

7.1 Work-in-kind agreement

Not applicable.

7.2 GAIC recording

Not applicable.

8. Non connected services

The services which are marked with a ☒ in the accompanying square are not connected to the land.

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone Services ☐
---	-------------------------------------	---------------------------------------	-----------------------------------	---

Note: - 'connected' means that the service is provided by an authority and operating on the day of sale. The vendor may terminate their account with the authority before settlement and the purchaser will be responsible for reconnection of that service at their own cost.

9. Evidence of title

Attached are copies of the following:

- 9.1 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 being certificate of title volume 8502 folio 653 and being Lot 1093 on Plan LP64428.

10. Subdivision

10.1 Unregistered subdivision

Not applicable.

10.2 Staged subdivision

Not applicable.

10.3 Further subdivision

Not applicable.

11. Purchaser Acknowledgement

By signing this statement, the Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alterations or additions comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property sold and acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold or to obtain any permit or final inspection certificate or compliance.

GST WITHHOLDING NOTICE TO PURCHASERS

Vendor/supplier GST withholding notice Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: Purchaser/recipient: the named purchaser in the particulars of sale to the Contract

Property address: 119 Monterey Boulevard, Frankston North Vic 3200

[Cross out whichever is not applicable]

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

OR

<p>The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) as follows in relation to the supply of the above property: Withholding amount: \$_____ The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely:</p> <p>Vendor/supplier: _____</p> <p>ABN: _____</p>
--

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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 08502 FOLIO 653

Security no : 124087458355Y
Produced 10/01/2021 06:49 AM

LAND DESCRIPTION

Lot 1093 on Plan of Subdivision 064428.
PARENT TITLE Volume 08441 Folio 503
Created by instrument LP064428 14/09/1964

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
YASIR KHAN
MEHWISH YASIR both of 2 CADBY PLACE FRANKSTON SOUTH VIC 3199
AN748241V 18/04/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN748242T 18/04/2017
AUSTRALIA AND NEW ZEALAND BANKING GROUP 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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP064428 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 119 MONTEREY BOULEVARD FRANKSTON NORTH VIC 3200

ADMINISTRATIVE NOTICES

NIL

eCT Control 15314Q ANZ RETAIL BANKING
Effective from 18/04/2017

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	LP064428
Number of Pages (excluding this cover sheet)	1
Document Assembled	10/01/2021 06:51

Copyright and disclaimer notice:

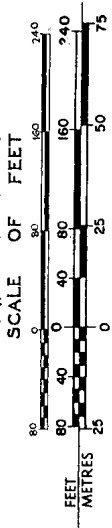
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

PLAN OF SUBDIVISION OF
PART OF CROWN ALLOTMENT 42A
PARISH OF FRANKSTON

COUNTY OF MORNINGTON

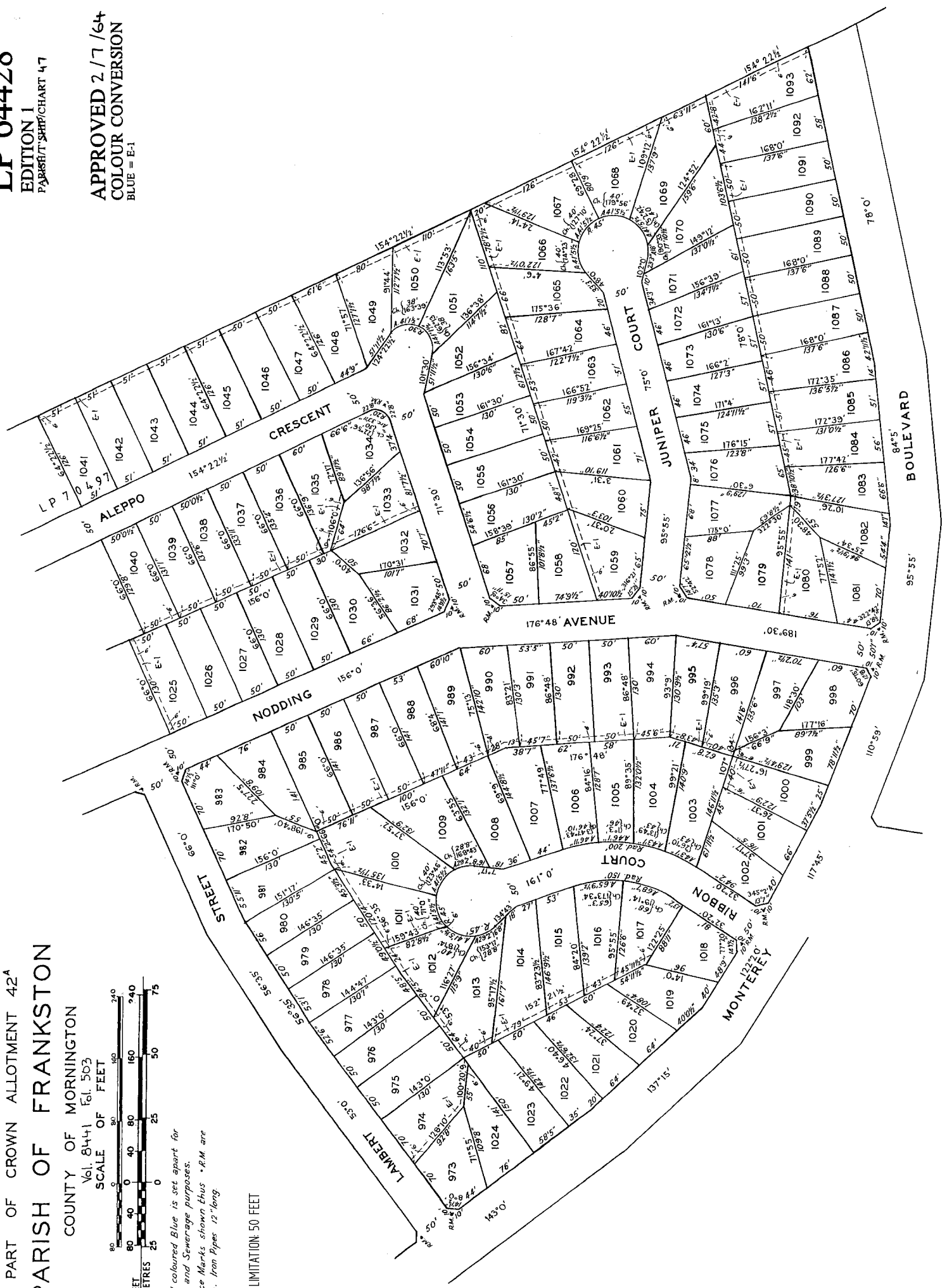
Vol. 8441 Fol. 503



NOTE: The land coloured Blue is set apart for
Drainage and Sewerage purposes.
Reference Marks shown thus $\frac{3}{4}$ " diam. Iron Pipes 12" long

DEPTH LIMITATION: 50 FEET

LP 64428
EDITION 1
PARISH/TOWN/SHIRE/CHART 47
APPROVED 2/7/64
COLOUR CONVERSION
BLUE = E-1



BUILDING PERMIT PARTICULARS FORM

BUILDING ACT 1993 BUILDING REGULATIONS 2018 REGULATION 51(1)
FRANKSTON CITY COUNCIL



Telephone: (03) 9784 1900
Fax: (03) 9784 1087

Certificate No: 26069
Issue Date: 11-Jan-2021
Fee Received/Receipt: \$47.20

Applicant Landata
Address Level 1 2 Lonsdale Street
MELBOURNE VIC 3000

Telephone: 9102 0402 Facsimile:
Email: landata.online@victorianlrs.com.au

Applicants Reference: 44307664-018-1:47450

* being / not being a recognised person or body under Section 28 of the House Contracts Guarantee Act 1987, request the particulars of any building approval granted in the preceding 10 years and any current certificate, notice or report made under the Act or Regulations or the Building Control Act 1981 or the Victoria Building Regulations 1983 on the following property:

Property Description: 119 Monterey Boulevard
Frankston North 3200
Lot 1093 LP 64428, CT-8502/653

PARTICULARS:

Assessment Number 17219

Building Permit Approval No.	Date Issued	Date Final Certificate Issued	Cert of Occ Number	Date Cert of Occ Issued	Brief Description of Works

Current Certificates, Notices or Reports made under the Building Control Act 1981 or Building Act 1993

No Building Permits issued in the previous ten (10) years
No Outstanding Notices or Orders

PLEASE NOTE:

1. This Information is only as accurate as Council's Building records allow.
2. **Please ensure** your client is utilising the official property address as noted in the 'Property Description' section on this certificate. Council is the street numbering authority and allocates numbering in accordance with AS/NZ 4819:2011 Rural and Urban Street Addressing and the Office of Geographic Names Naming Rules for Places in Victoria 2016.

Footnote:

*Current Building Regulations require **Compliant** Pool Safety Barriers for all swimming pools and spas greater than 300mm in depth, regardless of when they were constructed. The Building Regulations also require smoke alarms to be installed within all residential building.*

Building Department - Civic Centre - Davey Street Frankston
Telephone (03) 9784 1900 - Facsimile (03) 9784 1087
PO Box 490 - Frankston Victoria 3199 - DX 19913 Frankston
Email: building@frankston.vic.gov.au - Website www.frankston.vic.gov.au

Doc Ref: FORM10NC

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston 3199

PO Box 490, Frankston 3199

info@frankston.vic.gov.au



Contact: Rates & Valuations Department
Telephone: 1300 322 322

Cert No:100039

Issue Date:19-Jan-2021

Assessment no: 00172195

Property Owner (as recorded by Council): Dr Yasir Khan and Mehwish Yasir

Applicant's name	Landata	Effective date of valuation: Prescribed date of valuation:	01-Jul-2020 01-Jan-2020
Applicant's address	Level 1 2 Lonsdale Street MELBOURNE VIC 3000	Site Value: Capital Improved Value: Net Annual Value: This Council uses Capital Improved Value for rating purposes	\$320,000 \$440,000 \$22,000

Applicants Ref: 44307664-016-7:47647

Title Particulars:	Lot 1093 LP 64428 CT-8502/653
Property description	119 Monterey Boulevard, Frankston North 3200

CURRENT RATES AND CHARGES LEVIED 1st July 2020 to 30th June 2021

CURRENT General Rates & Charges Service Rates & Charges Victorian Fire Services Levy	CHARGES \$1,189.85 \$399.00 \$136.75	TOTAL LEVIED \$1,725.60
ARREARS General Rates & Charges Service Rates & Charges Victorian Fire Services Levy	CHARGES \$0.00 \$0.00 \$2.05	SUB-TOTAL ARREARS \$2.05
Arrears Legal Costs/Charges		\$0.00
Legal Costs/Charges		\$0.00
Interest on Current Rates to:		\$0.00
Interest on Arrears of Rates to:		\$0.00
PAYMENTS RECEIVED		\$-434.65
PENSION REBATE		\$0.00
PROPERTY DEBTS (A separate update is required for any property debt charges)		\$0.00
OTHER CHARGES (A separate update is required for any other charges)		\$0.00
Total Outstanding Any outstanding balance may be subject to interest and/or legal action, therefore please contact this office prior to settlement		\$1,293.00
<div>BILLER CODE: 1966 REFERENCE NO: 00172195</div>		

Additional information overleaf

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston 3199

PO Box 490, Frankston 3199

info@frankston.vic.gov.au



Contact: Rates & Valuations Department
Telephone: 1300 322 322

Cert No:100039

Issue Date:19-Jan-2021

ADDITIONAL INFORMATION

Robyn Docker
Authorised Officer
Date: 19-Jan-2021

I acknowledge having received the sum of \$27.00 for Receipt Number , dated 19-Jan-2021.

Please note:

- a) Frankston City Council imposes a time limit of three months from issue date during which a certificate may be updated verbally. Council will only be held responsible for information **given in writing**, i.e. a new certificate, not for information provided or confirmed verbally.
- b) Frankston City Council provides verbal updates to the **applicant only**.
- c) This certificate does not include important **Building & Planning information** including **outstanding enforcement, fees, Building & Planning permit history and use**. It is highly recommended to also obtain a 'Building Permit Particulars Form' from Council & 'Planning Certificate' from Council's Building & Planning Departments
- d) This certificate does not include information regarding Traffic Management Devices.
- e) If this certificate shows costs for Service Rates & Charges, further information can be provided regarding the bin types & sizes, by contacting Frankston City Council on 1300 322 322.
- f) All Notice of Acquisitions lodged must have the Date of Birth of the Purchasers.
- g) Please note that the outstanding balance amount can change at any time. It is important to notify your client(s) that there may be a balance outstanding after settlement.
- h) **Please ensure your client is utilising the official property address as noted in the 'Property Description' section on page one of this certificate. Where a certificate is issued over the Master Assessment then the address noted in the 'Child Property Address' section at the bottom of page one is the official address of the new property. Council is the street numbering authority and allocates numbering in accordance with AS/NZ 4819:2011 Rural and Urban Street Addressing and the Office of Geographic Names Naming Rules for Places in Victoria 2016.**

Local Government (General) Regulations 2004

Part 6 - LAND INFORMATION CERTIFICATE

Section 13. - Prescribed information

(1) A land information certificate must contain the following statements:-

- (a) This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under a local law or by-law of the Council and the specified flood level by the Council (if any).
- (b) This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Warner Conveyancing and Legal Pty Ltd
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 1093 119 MONTEREY
BOULEVARD FRANKSTON NORTH
3200
1093 LP 64428

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
51N//11104/78	LANDATA CER 44307664-031-0	10 JANUARY 2021	37891852

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) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2020 to 30/06/2021	\$79.02
Melbourne Water Corporation Total Service Charges	01/01/2021 to 31/03/2021	\$26.08

(b) By South East Water

Water Service Charge	01/01/2021 to 31/03/2021	\$25.53
Sewerage Service Charge	01/01/2021 to 31/03/2021	\$93.02
Subtotal Service Charges		<u>\$223.65</u>
Payments		\$79.02
TOTAL UNPAID BALANCE		\$144.63

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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

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

2. Encumbrance Summary

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

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au 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.

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

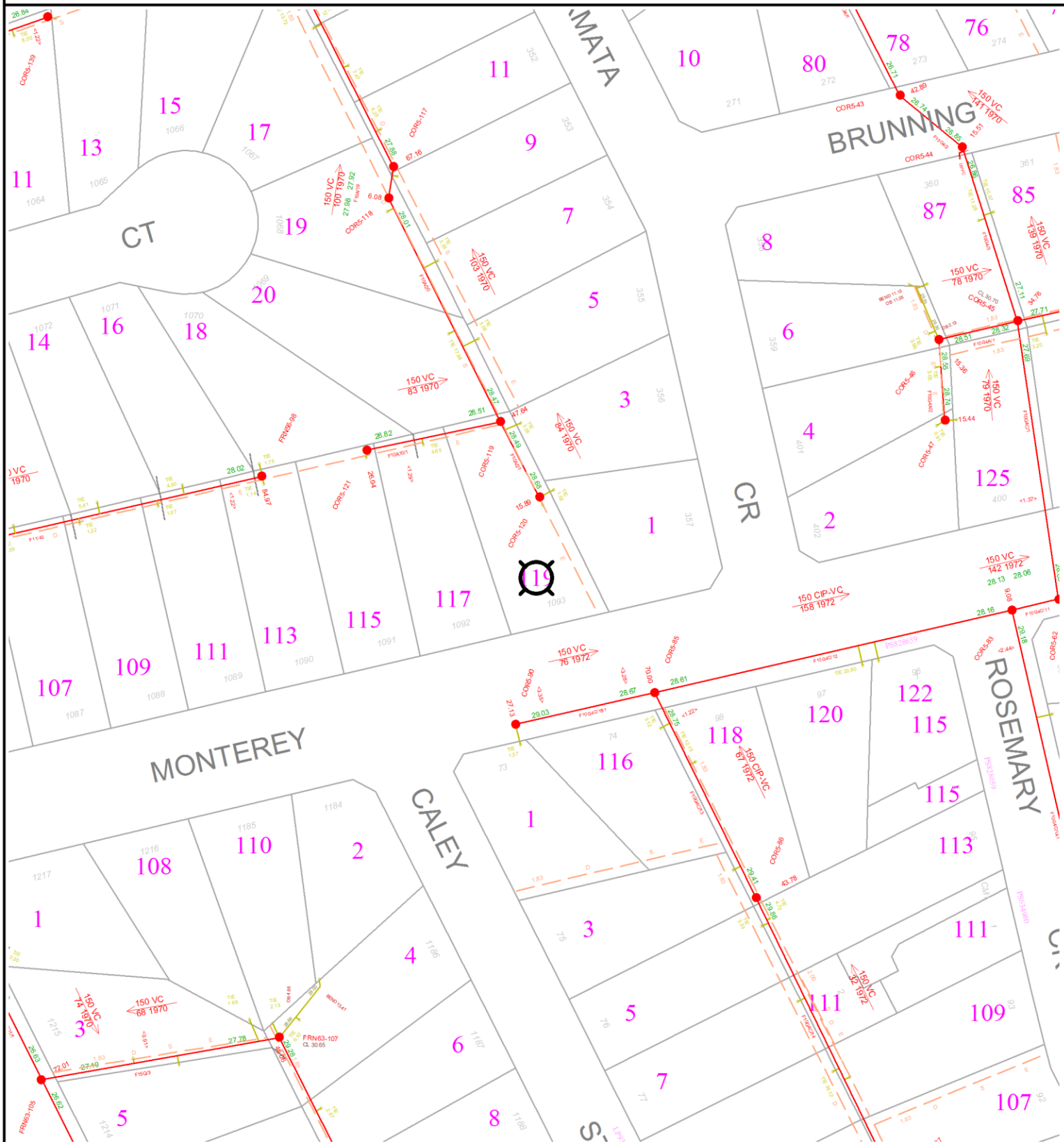
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:



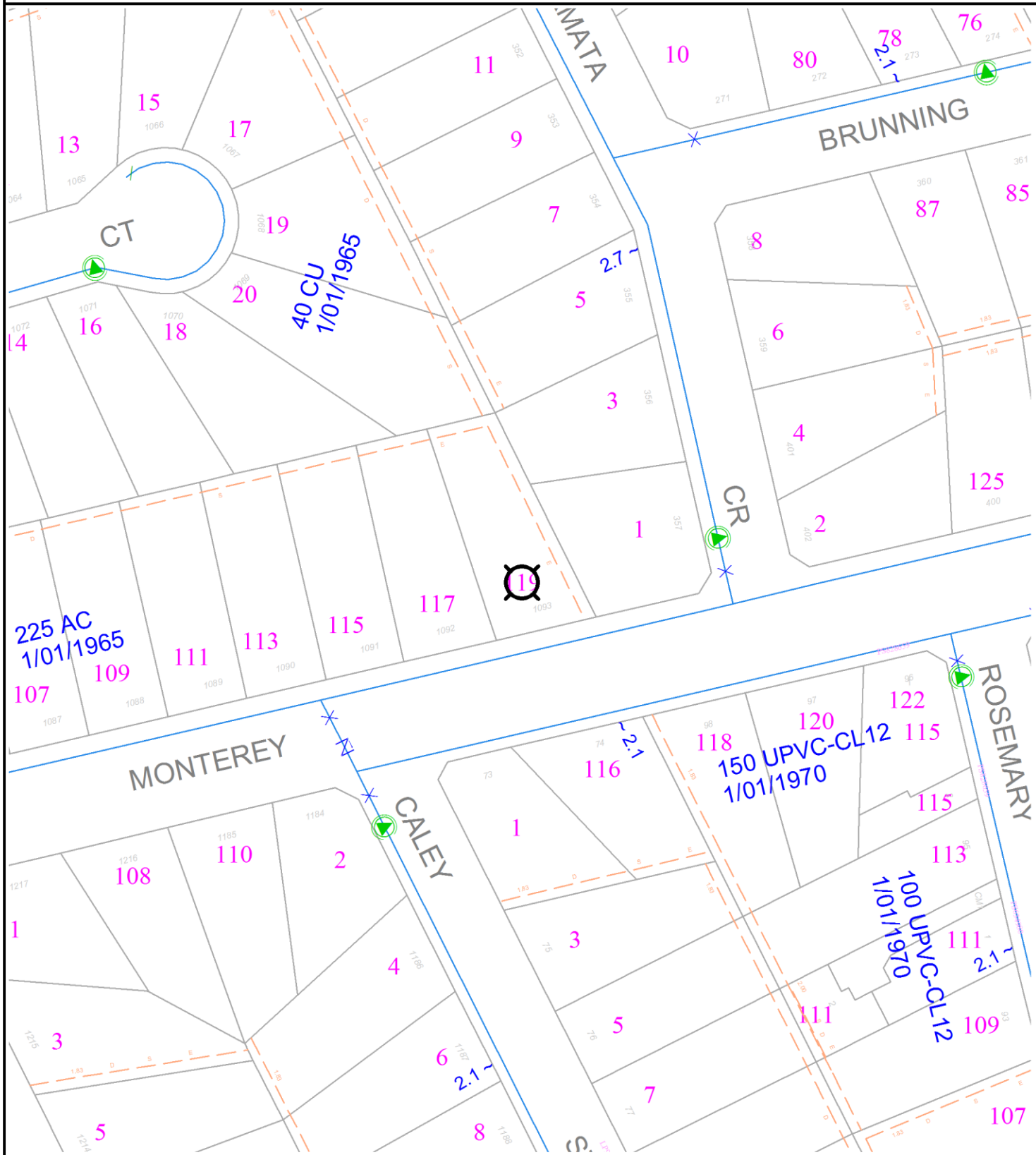
TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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



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

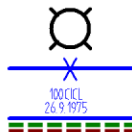
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground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



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

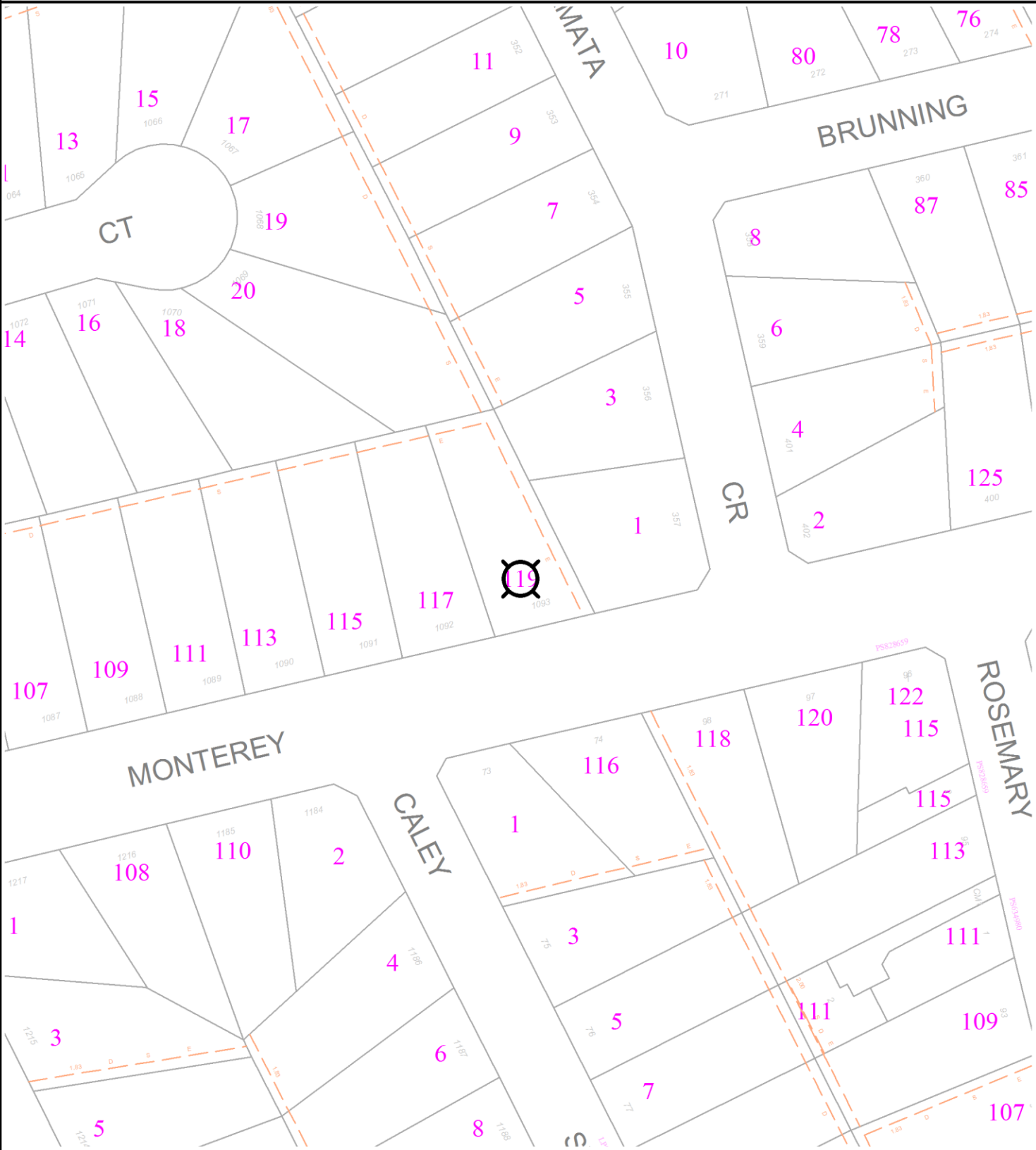
LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary



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

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

--- Easement



100 CCL
26.9.1975

Subject Property

Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



~ 1.0 Offset from Boundary

Property Clearance Certificate

Taxation Administration Act 1997



WARNER CONVEYANCING AND LEGAL PTY LTD

Your Reference:	LD:44307664-013-6.KHAN21-(
Certificate No:	41000427
Issue Date:	12 JAN 2021
Enquiries:	AXH7

Land Address: 119 MONTEREY BOULEVARD FRANKSTON NORTH VIC 3200

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13342730	1093	64428	8502	653	\$2,737.78

Vendor: MEHWISH KHAN & KHAN YASIR

Purchaser: SALE SALE

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
DR YASIR KHAN	2021	\$320,000	\$1,368.89	\$0.00	\$1,368.89

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
DR YASIR KHAN	2020	\$1,368.89	\$0.00	\$1,368.89

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$440,000

SITE VALUE: \$320,000

AMOUNT PAYABLE: \$2,737.78

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 41000427

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$415.00

Taxable Value = \$320,000

Calculated as \$275 plus (\$320,000 - \$250,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 41000427

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: 41000427

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Warner Conveyancing and Legal Pty Ltd
PO Box 670 Howey STREET
MOUNT MARTHA 3934

Client Reference: Khan21-004 SALE

NO PROPOSALS. As at the 10th January 2021, 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®.

119 MONTEREY BOULEVARD, FRANKSTON NORTH 3200
CITY OF FRANKSTON

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: 10th January 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 44307664 - 44307664065346 'Khan21-004 SALE'

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 20 January 2021 04:04 PM

PROPERTY DETAILS

Address: **119 MONTEREY BOULEVARD FRANKSTON NORTH 3200**
Lot and Plan Number: **Lot 1093 LP64428**
Standard Parcel Identifier (SPI): **1093\LP64428**
Local Government Area (Council): **FRANKSTON**
Council Property Number: **190264**
Planning Scheme: **Frankston**
Directory Reference: **Melway 100 B9**

www.frankston.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/frankston

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **inside drainage boundary**
Power Distributor: **UNITED ENERGY**

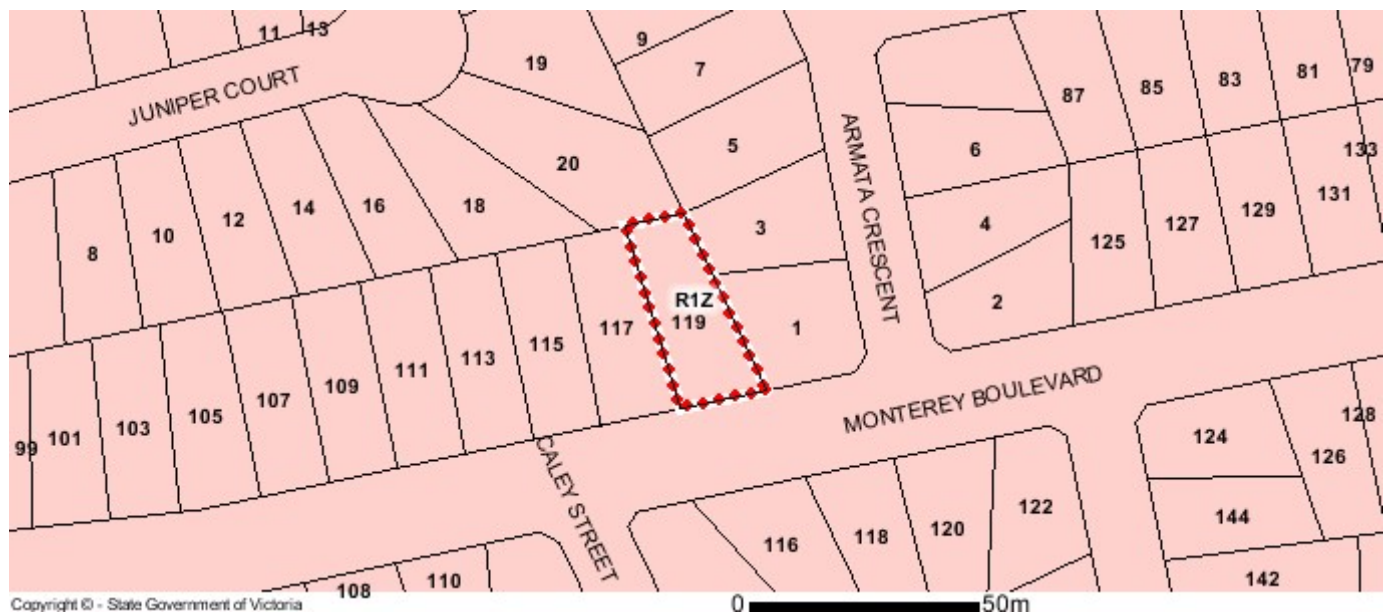
STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **FRANKSTON**

Planning Zones

[GENERAL RESIDENTIAL ZONE \(R1Z\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(R1Z\)](#)



R1Z - Residential 1

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

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

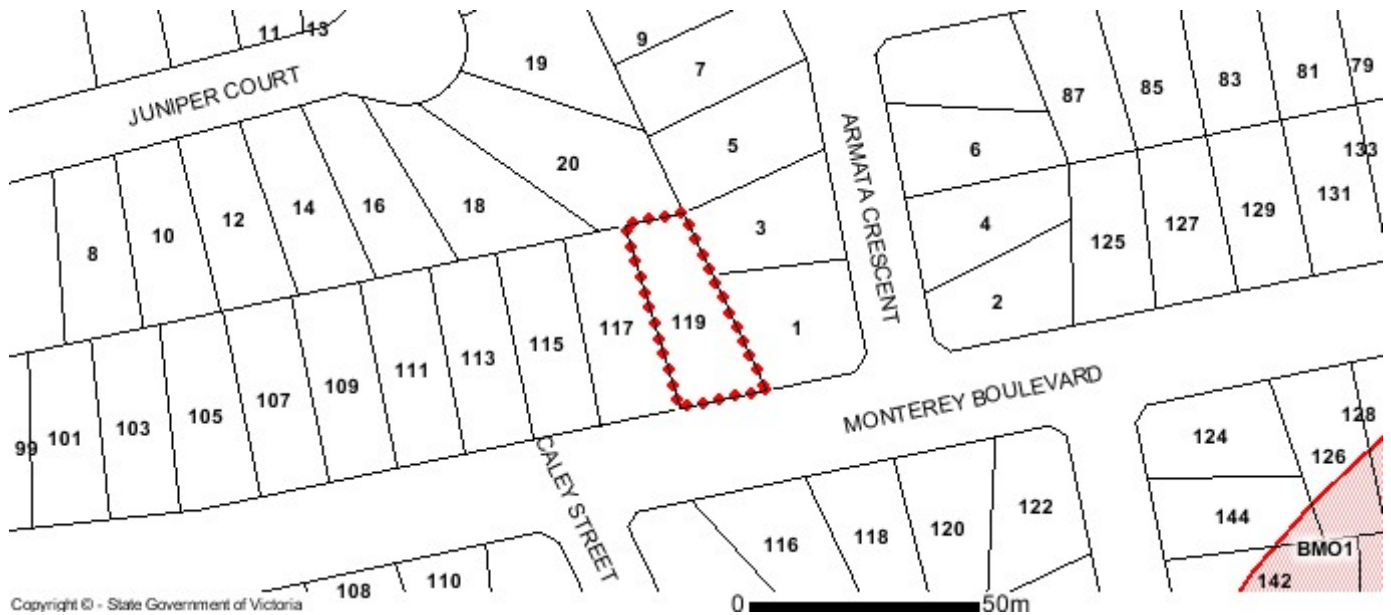
PLANNING PROPERTY REPORT: 119 MONTEREY BOULEVARD FRANKSTON NORTH 3200

Page 1 of 5

Planning Overlay

None affecting this land - there are overlays in the vicinity

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)



 BMO - Bushfire Management

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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

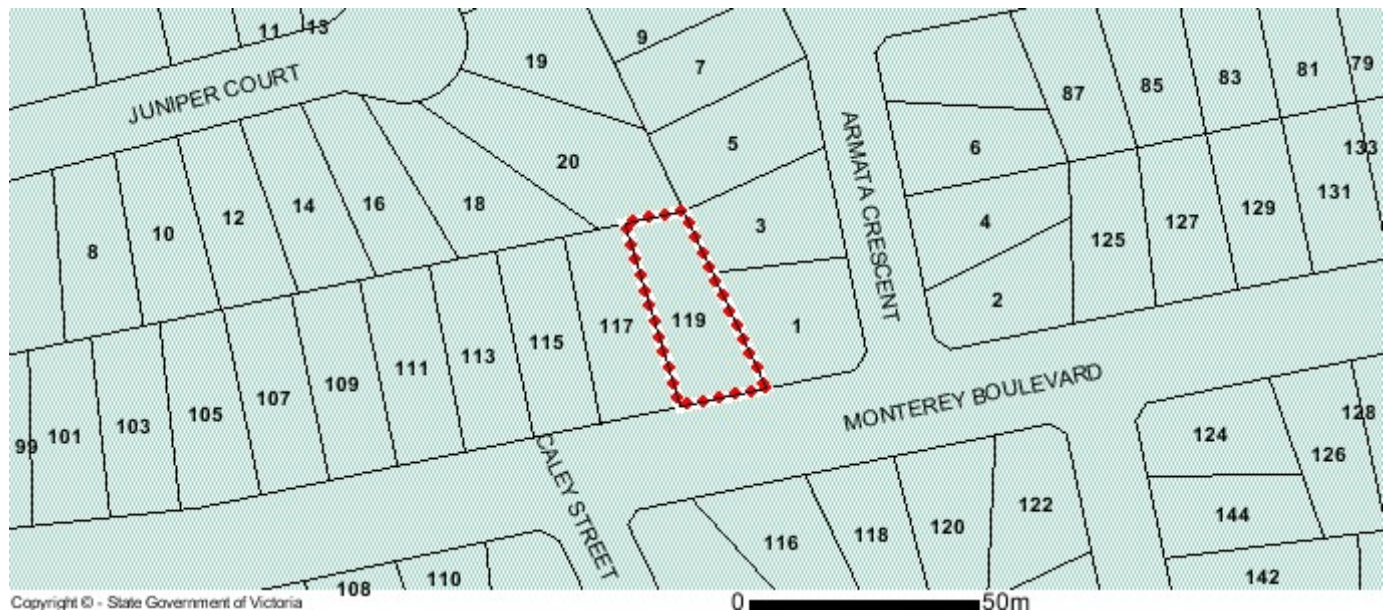
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



 Aboriginal Heritage

Further Planning Information

Planning scheme data last updated on 13 January 2021.

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

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

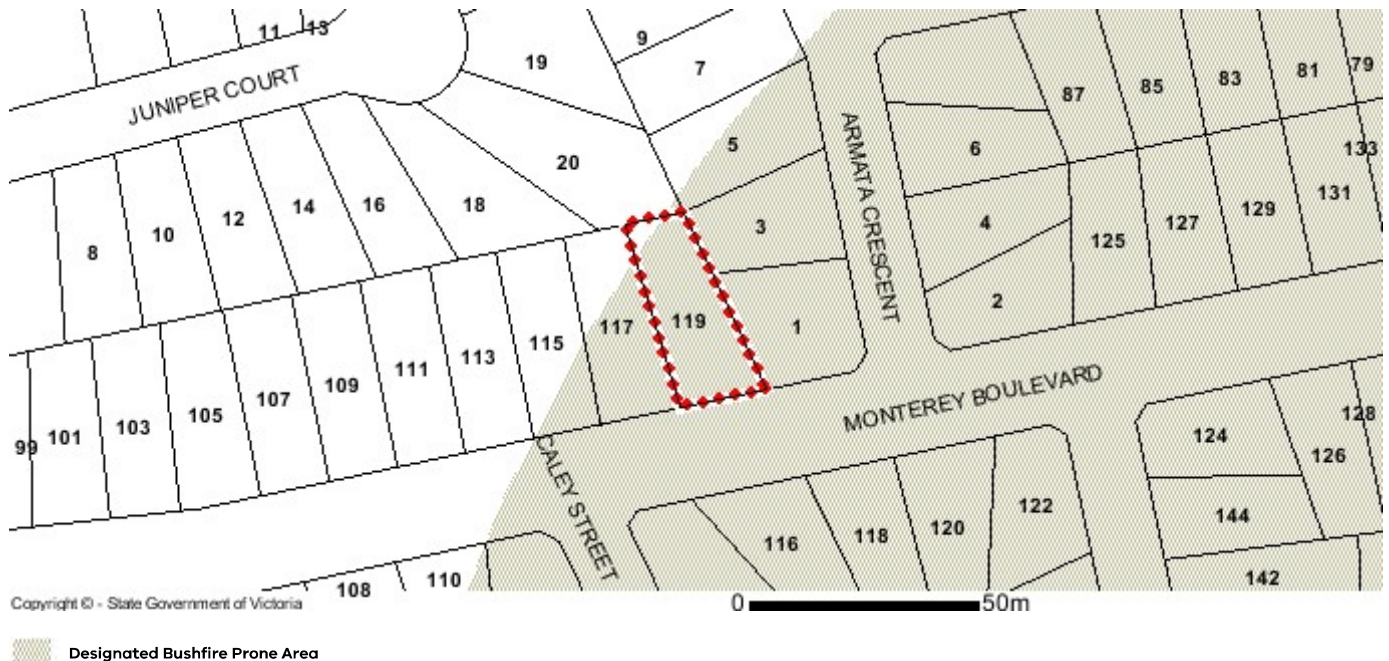
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

This property is in a designated bushfire prone area.
Special bushfire construction requirements apply. Planning provisions may apply.



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

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

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

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

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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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

Property Report from www.land.vic.gov.au on 20 January 2021 04:04 PM

Address: 119 MONTEREY BOULEVARD FRANKSTON NORTH 3200

Lot and Plan Number: Lot 1093 LP64428

Standard Parcel Identifier (SPI): 1093\LP64428

Local Government (Council): FRANKSTON **Council Property Number:** 190264

Directory Reference: Melway 100 B9

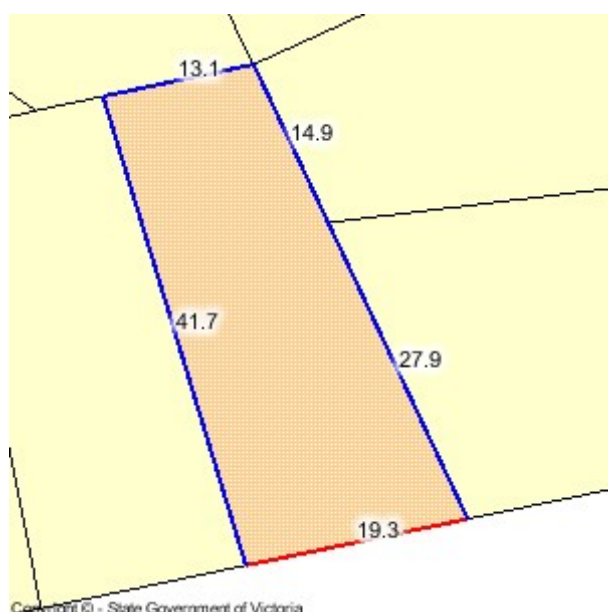
This property is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

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

Site Dimensions

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



Area: 672 sq. m

Perimeter: 117 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.

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

State Electorates

Legislative Council: SOUTH-EASTERN METROPOLITAN

Legislative Assembly: FRANKSTON

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: South East Water

Melbourne Water: inside drainage boundary

Power Distributor: UNITED ENERGY (Information about [choosing an electricity retailer](#))

Planning information continued on next page

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (R1Z)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (R1Z)

Planning Overlay: None

Areas of Aboriginal Cultural Heritage Sensitivity:

All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 13 January 2021.

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

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

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

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

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

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

The Planning Property Report includes separate maps of zones and overlays

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

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

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

Areas of Aboriginal Cultural Heritage Sensitivity

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

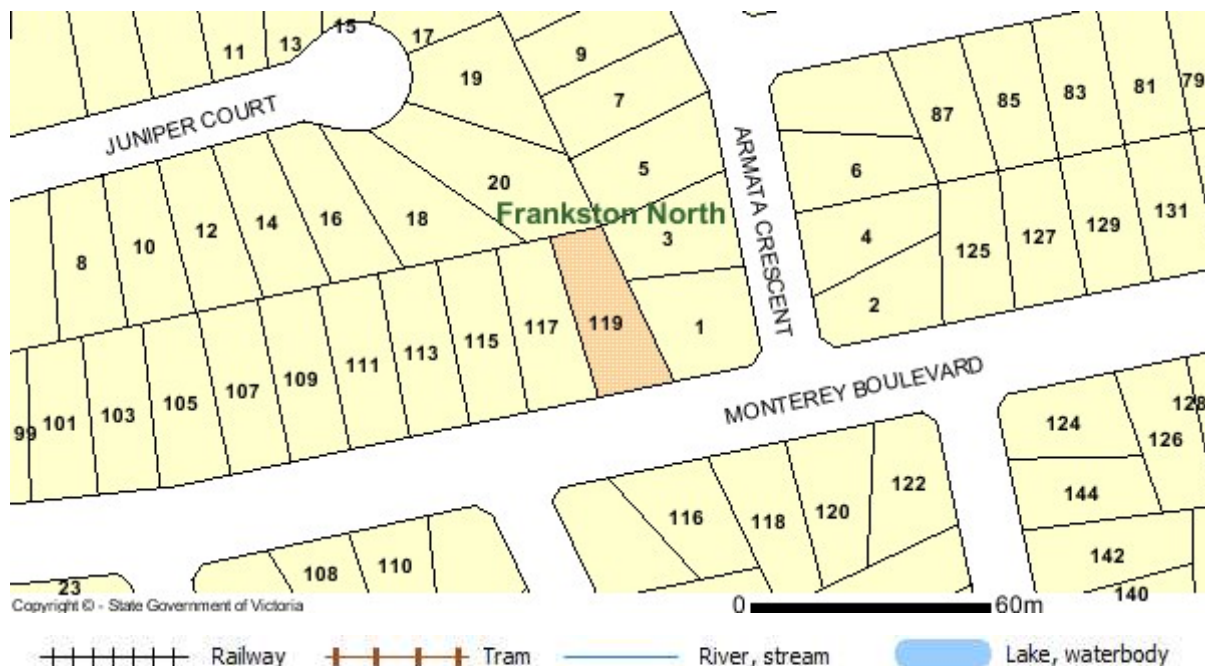
More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Area Map



Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Residential Rental Agreement

Residential Tenancies Act 1997
(Section 26(1))

Residential Tenancies Regulations 2008
(Regulation 7)

THIS agreement is made on the 26th Day of November 2020
at Frankston Victoria

BETWEEN Yasir Khan and Mehwish Yasir
Whose Agent is **O'Brien Real Estate Frankston Pty Ltd ACN 142 517 137**
474 Nepean Hwy
FRANKSTON VIC 3199
03 97816666

AND Naomi R Brown

1. PREMISES

The Residential rental provider lets the premises known as

119 Monterey Blvd Frankston North 3200

2. RENT

The rent amount is **\$1,477.00**. The date the first Inaugural Tenancy Agreement rent payment is/was due is **07/12/2020**. Rent is due in full by the 7th of each month.

Place of payment: Obrien Real Estate Frankston 474 Nepean Highway Frankston 3199 ACN 142517137

RENT REVIEW

The next rent review for the property will be 07/12/2021 at which time a rent increase may be deemed reasonable due to market values. Please refer to item 34(1)(2)

3. BOND

The renter must pay a bond of **\$1,477.00** to the Residential rental provider/agent on **07/12/2020**

In accordance with the **Residential Tenancies Act 1997**, the Residential rental provider/agent must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one renter and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

Naomi R Brown Amount \$ 1477.00

If the renter does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the renter should contact the Residential Tenancies Bond Authority.

Residential Rental Agreement

4. PERIOD

- (a) The period of the agreement is **5.5 Months**

commencing on the **7th Day of December, 2020**
and ending on the **22nd Day of May, 2021**.

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

4A. CONSENT TO ELECTRONIC SERVICE

- (1) Express Consent

- (2) Inferred Consent

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

- (3) Change of Electronic Address

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

- (4) Withdrawal of Consent

- (a) The RENTER or the RESIDENTIAL RENTAL PROVIDER may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

- (b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

THE RESIDENTIAL RENTAL PROVIDER MUST -

- (a) ensure that the premises are maintained in good repair; and

- (b) If the Residential rental provider owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. DAMAGE TO THE PREMISES

- (a) The RENTER must ensure that care is taken to avoid damaging the rented premises.

- (b) The RENTER must take reasonable care to avoid damaging any common areas.

- (c) The RENTER who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

7. CLEANLINESS OF THE PREMISES

- (a) The RESIDENTIAL RENTAL PROVIDER must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the RENTER is to enter into occupation of the premises.

- (b) The RENTER must keep the premises in a reasonably clean condition during the period of agreement.

- (c) The RENTER must **not smoke** inside the premises nor allow any visitors to smoke inside premises at any time and under no circumstances.

8. USE OF PREMISES

- (a) The RENTER must not use or allow the premises to be used for any illegal purpose.

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

9. QUIET ENJOYMENT

The RESIDENTIAL RENTAL PROVIDER must take all reasonable steps to ensure that the RENTER has quiet enjoyment of the premises.

Residential Rental Agreement

10. ASSIGNMENT OR SUB-LETTING

- (a) The RENTER must not assign or sub-let the whole or any part of the premises without the written consent of the RESIDENTIAL RENTAL PROVIDER. The RESIDENTIAL RENTAL PROVIDERS consent must not be unreasonably withheld.
- (b) The RESIDENTIAL RENTAL PROVIDER must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the residential rental provider in relation to the preparation of a written assignment of the agreement.

11. Residential Tenancies Act 1997

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

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

***Schedule of items (See Clause 1)**

Residential Rental Agreement

ADDITIONAL TERMS

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

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria).

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

In these additional terms "I", "me" or "my" are used to describe the Residential Rental Provider and "you" or "your" the Renter. The descriptions apply even if there is more than one residential rental provider or renter.

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

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

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

12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

13. Other use of my premises

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

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

14. Utility charges at my premises

14.1 I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997. This is also dependant on the property being separately metered or a shared meter.

Residential Rental Agreement

14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997. These costs are electricity usage, water usage, gas usage, internet and telephone usage and/or connection.

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

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

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

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

15. My insurances for my premises

15.1 If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased.

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

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

16. Light globes and fluorescent tubes at my premises

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

17. You must tell me about defects at my premises

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

18. Damage to my premises

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

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

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

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

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

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

Residential Rental Agreement

- 19.2** If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.
- 20. Smoke detectors and heaters at my premises**
- 20.1** If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 20.2** If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 20.3** You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises**
- 21.1** Except as allowed by this by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2** Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
- 21.3** You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 21.4** Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 21.5** Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.
- 22. Storage and removal of waste and rubbish at my premises**
- 22.1** You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2** If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4** An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.
- 23. Hanging washing at my premises**
- 23.1** If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2** If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.

Residential Rental Agreement

24. Looking after the garden at my premises

- 24.1** If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2** These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 24.3** If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4** If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

25. Pets at my premises

- 25.1** Before you may have a pet of any description at my premises you must ask for permission in *writing and receive it from me, or my managing agent.
- 25.2** If I do not or my managing Agent do not give you permission due to reasonable grounds, a
- 25.3** If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

26. Assignments, subletting or abandoning my premises

- 26.1** If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I nor my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.
- 26.2** If you assign or sublet my premises without obtaining written permission beforehand and I terminate your rental agreement or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including - **26.2 (a)** a pro-rata letting fee;
- 26.2 (b)** advertising or marketing expenses;
- 26.2 (c)** rental data base checks on applicants;
- 26.2 (d)** rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 26.3** Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.

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

- 27.1** If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.
- 27.2** You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.
- 27.3** You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.

Residential Rental Agreement

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

27.5 Breaking your Rental Agreement If you intend to break your agreement you will be required every full year remaining on the agreement (capped at six years) You will be required to pay me or my agent reasonable advertising costs (internet, for lease board). You will pay me or my agent re-letting fees calculated on a pro rata basis, 2 weeks rent divided by 12 months multiplied by the number of remaining months left on the agreement

28. Remaining at my premises after your tenancy ends

- 28.1** If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or tell my managing agent.
- 28.2** You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.

29. If I require my premises when your tenancy ends

- 29.1** If I require my premises when your tenancy ends, I, or my managing agent, will tell you.
- 29.2** I, or my managing agent, will tell you by giving you *written notice in a form that is not an SMS message.

Changing the locks and alarm code at my premises 30.1

You may change the locks at my premises.

- 30.2** If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 30.3** You may change the code of an alarm at my premises.
- 30.4** If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

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

- 31.1** You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 31.2** You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.

32. Owners corporation rules and my premises

- 32.1** If there is an owner's corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement.
- 32.2** You must comply with the rules of the owner's corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 32.3** You do not have to contribute to owner's corporation capital costs or other expenses payable by me.

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

- 33.1** You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 33.2** You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

34. Increasing the rent for my premises

34.1 If this is a fixed term residential rental agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.

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

Residential Rental Agreement

34.3 If this is a periodic residential rental agreement -

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

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

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

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

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

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

(b) a written guide authorised and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.

Signature of Residential Rental Provider (s) _____

Signature of Witness _____

Signature of Renter(s) _____

Signature of Witness _____

RESIDENTIAL RENTAL PROVIDER/AGENT TO COMPLETE:

***URGENT REPAIRS:**

The agent can authorise urgent repairs

The maximum amount for repairs which the agent can authorise is: \$1,800.00

The agent's telephone number for urgent repairs is: 03 9781 6666

