

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

2/16-18 Walbundry Avenue, Frankston 3199

Vendor's name

A J M Jones Pty Ltd ACN 096034301

Date

/ /

**Vendor's
signature**

Director/Secretary

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

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

Page 1 of 2

VOLUME 09658 FOLIO 575

Security no : 124084706652F
Produced 04/08/2020 10:35 AM

LAND DESCRIPTION

Lot 2 on Registered Plan of Strata Subdivision 023167F.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 08875 Folio 841

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
AJM JONES PTY LTD of 62 SUMMIT RD, LILYDALE 3140
X546694R 20/06/2001

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE X546695N 20/06/2001
NATIONAL AUSTRALIA BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE SP023167F 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: UNIT 2 16-18 WALBUNDRY AVENUE FRANKSTON VIC 3199

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 22/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP023167F



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

Page 2 of 2

DOCUMENT END

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

Page 1 of 2

VOLUME 09658 FOLIO 586

Security no : 124084706653E
Produced 04/08/2020 10:35 AM

LAND DESCRIPTION

Lot 13 on Registered Plan of Strata Subdivision 023167F.
CAR PARK
PARENT TITLE Volume 08875 Folio 841

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
AJM JONES PTY LTD of 62 SUMMIT RD, LILYDALE 3140
X546694R 20/06/2001

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE X546695N 20/06/2001
NATIONAL AUSTRALIA BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE SP023167F 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: UNIT 2 16-18 WALBUNDRY AVENUE FRANKSTON VIC 3199

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	SP023167F
Number of Pages (excluding this cover sheet)	3
Document Assembled	04/08/2020 10:38

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

PLAN OF STRATA SUBDIVISION		EDITION 1	SP023167F
LOCATION OF LAND PARISH: FRANKSTON TOWNSHIP: - SECTION: - CROWN ALLOTMENT: 41 (PT) CROWN PORTION: - TITLE REFERENCE: VOL. 8875 FOL. 841 LAST PLAN REFERENCE: PC100439 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 16 WALBUNDY AVENUE, FRANKSTON NORTH		FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT	
		SURVEYOR'S CERTIFICATE Surveyor: PETER HERBERT Certification Date: 16/08/1985. SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF FRANKSTON on 25/11/1985. REGISTERED DATE: 03/02/1986. PLAN UPDATED BY REGISTRAR IN AN661031Q 26 / 06 / 2020	

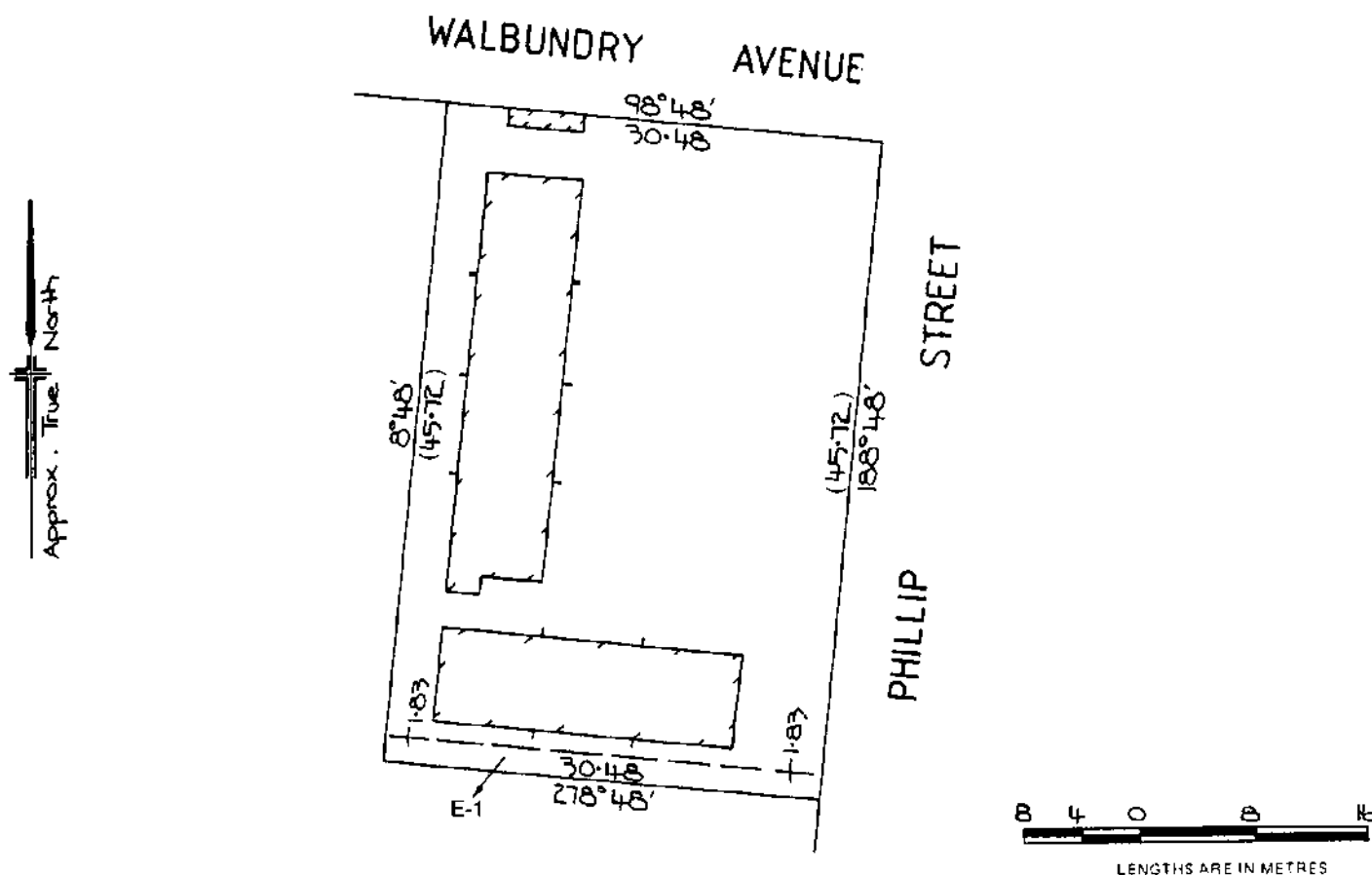


DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION
THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	DRAINAGE	1.83	LP 11453	LOTS ON LP 11453	LOTS 5, 6, 7, & CP

PLAN OF STRATA SUBDIVISION

SP023167F

LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 7 ARE SINGLE STOREY BUILDINGS.
NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 8 TO 14.

THE LOWER BOUNDARY OF LOTS 1 TO 14 IS ONE METRE BELOW THAT PART OF THE SITE OF THE RELEVANT LOT.

THE UPPER BOUNDARY OF LOTS 1 TO 7 IS ELEVEN METRES ABOVE ITS LOWER BOUNDARY.
THE UPPER BOUNDARY OF LOTS 8 TO 14 IS 3.50 METRES ABOVE ITS LOWER BOUNDARY.

LOTS 8 TO 14 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE
AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.
ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

LOTS 1 TO 7 ARE RESTRICTED LOTS.

LOTS 8 TO 14 ARE CAR PARK LOTS.

REGISTRATION OF DEALINGS WITH LOTS 1 TO 7 IS RESTRICTED.

PLAN OF STRATA SUBDIVISION

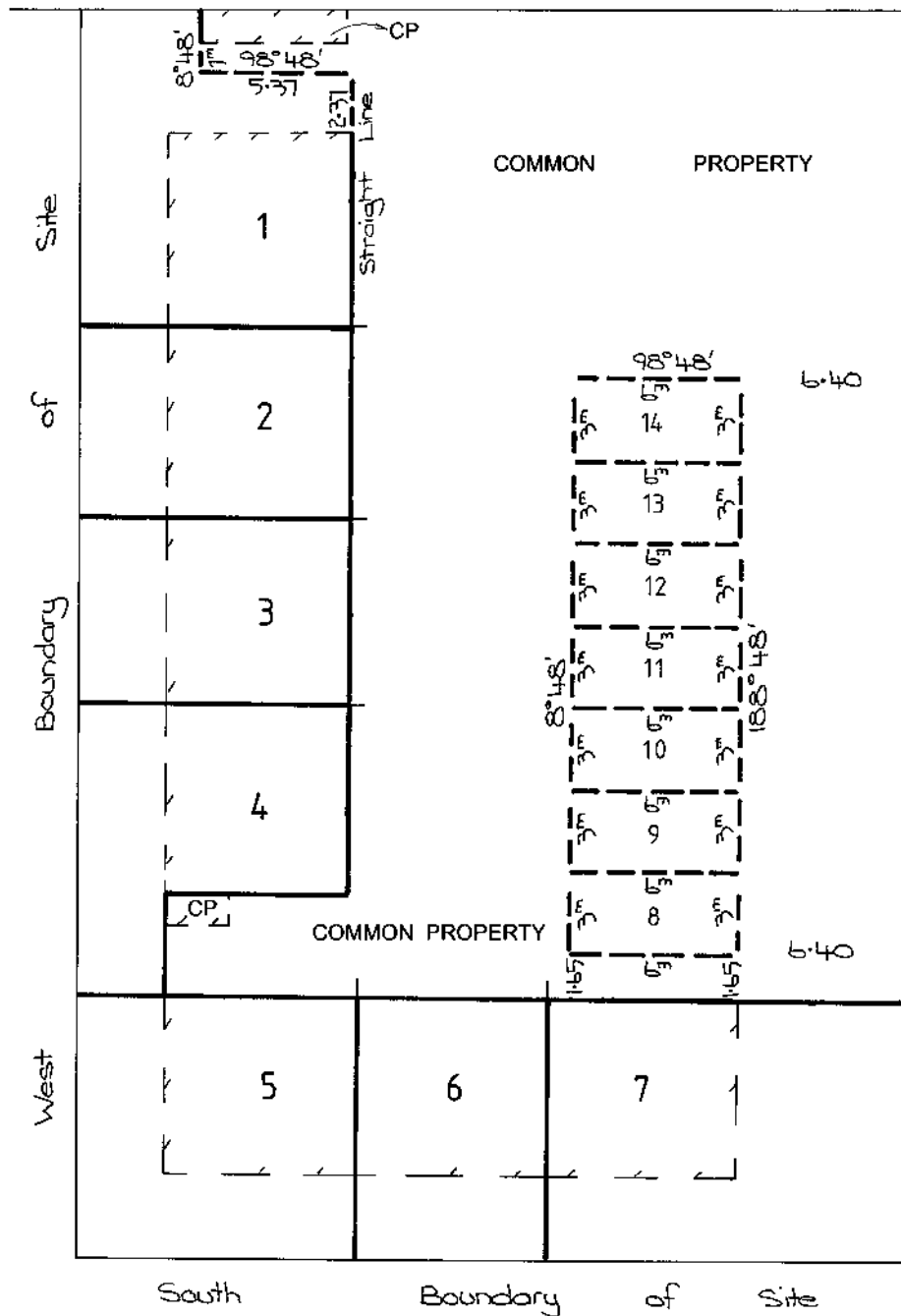
SP023167F

WALBUNDY AVENUE

STREET

PHILLIP

Approx. True North



4 2 0 4 8
Lengths are in metres



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 04/08/2020 10:38:43 AM

OWNERS CORPORATION
PLAN NO. SP023167F

The land in SP023167F is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 14.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

16 WALBUNDY AVENUE FRANKSTON NORTH VIC 3200

SP023167F 03/02/1986

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	200	200
Lot 2	200	200
Lot 3	200	200
Lot 4	200	200
Lot 5	200	200
Lot 6	200	200



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 04/08/2020 10:38:43 AM

**OWNERS CORPORATION
PLAN NO. SP023167F**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	200	200
Lot 8	5	5
Lot 9	5	5
Lot 10	5	5
Lot 11	5	5
Lot 12	5	5
Lot 13	5	5
Lot 14	5	5
Total	1435.00	1435.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Property Report from www.land.vic.gov.au on 04 August 2020 10:34 AM

Address: UNIT 2/16-18 WALBUNDY AVENUE FRANKSTON 3199

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

Standard Parcel Identifier (SPI): See table below.

Local Government (Council): FRANKSTON **Council Property Number:** 225178

Directory Reference: Melway 99 G10

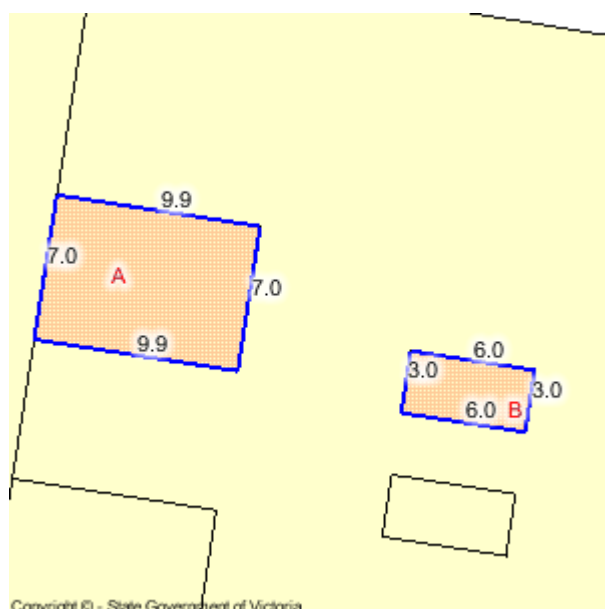
This property is not in a designated bushfire prone area.

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

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

Site Dimensions

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



Area: 87 sq. m

Perimeter: 52 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](#)

Parcel Details

Letter in first column identifies parcel in diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 2 SP23167	2\SP23167
B	Lot 13 SP23167	13\SP23167

State Electorates

Legislative Council: SOUTH-EASTERN METROPOLITAN

Legislative Assembly: FRANKSTON

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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 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 29 July 2020.

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>

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Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 04 August 2020 11:12 AM

PROPERTY DETAILS

Address: **2/16-18 WALBUNDRY AVENUE FRANKSTON 3199**

Lot and Plan Number: **More than one parcel - see link below**

Standard Parcel Identifier (SPI): **More than one parcel - see link below**

Local Government Area (Council): **FRANKSTON**

www.frankston.vic.gov.au

Council Property Number: **225178**

Planning Scheme: **Frankston**

[Planning Scheme - Frankston](#)

Directory Reference: **Melway 99 G10**

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

[View location in VicPlan](#)

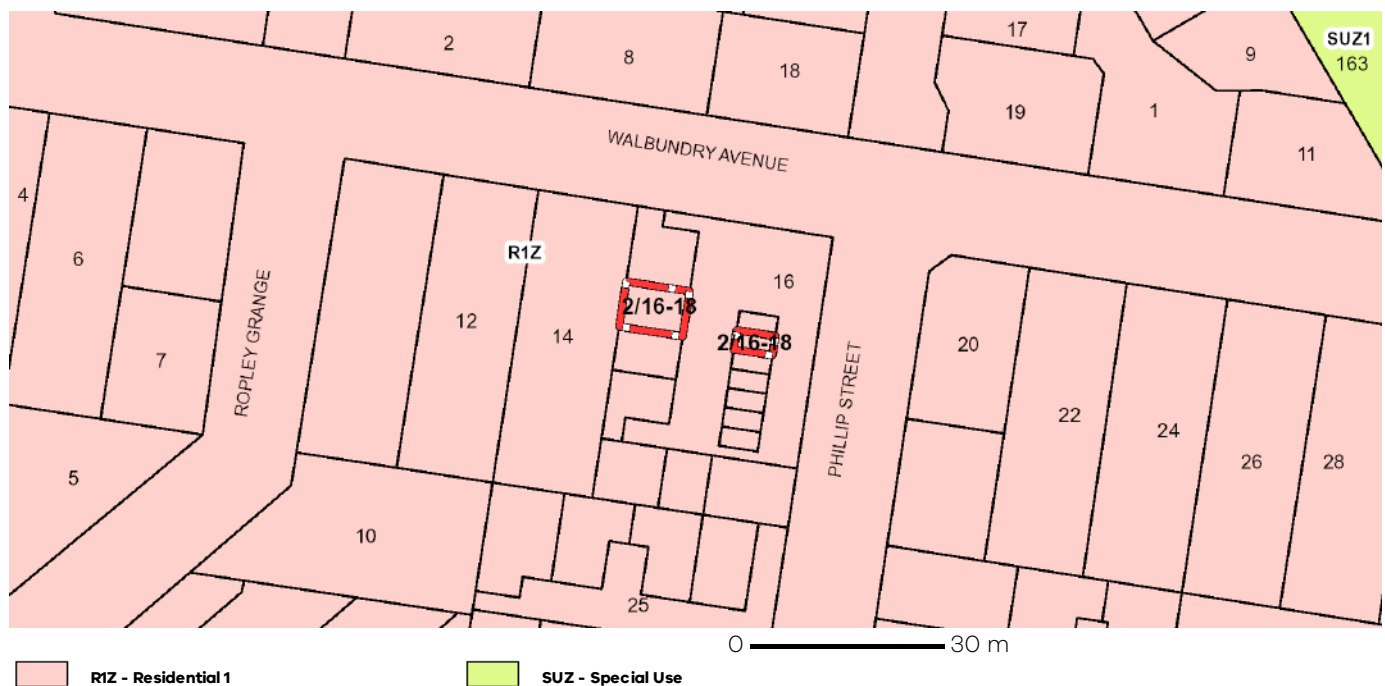
STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **FRANKSTON**

Planning Zones

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



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

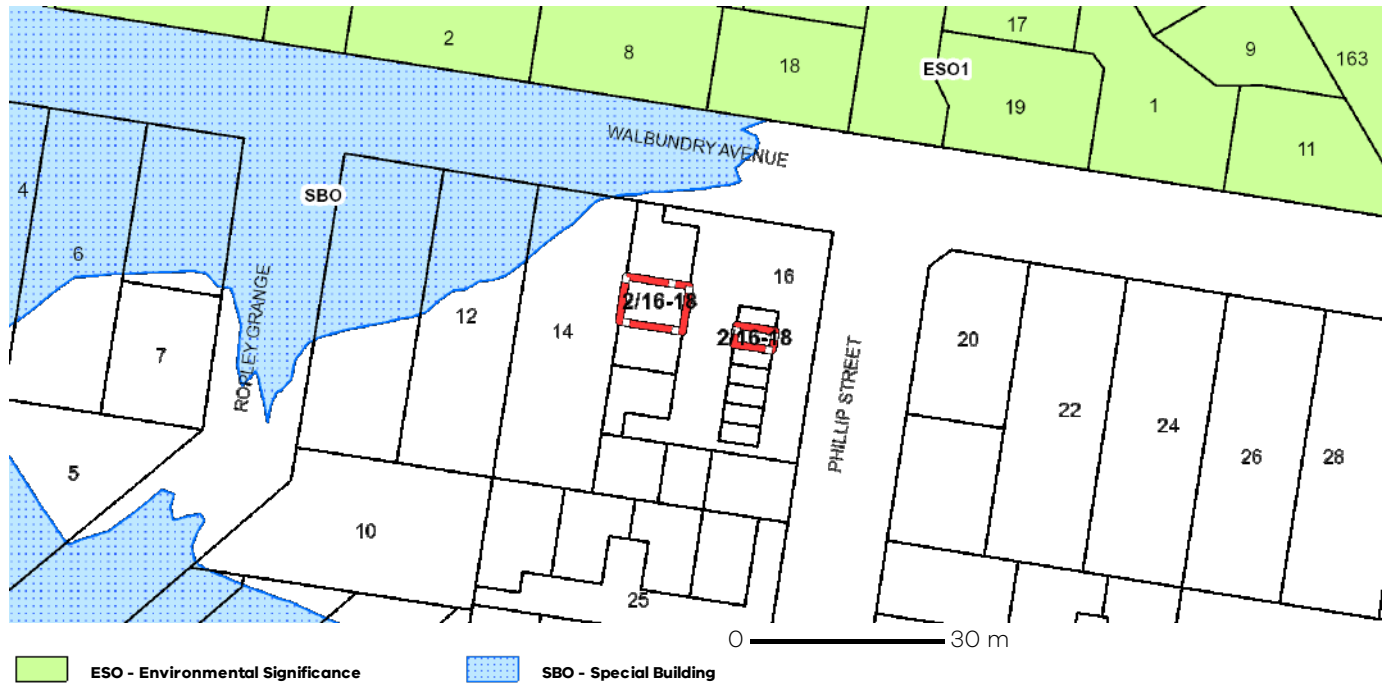
PLANNING PROPERTY REPORT

Planning Overlay

None affecting this land - there are overlays in the vicinity

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[SPECIAL BUILDING OVERLAY \(SBO\)](#)



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.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 29 July 2020.

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

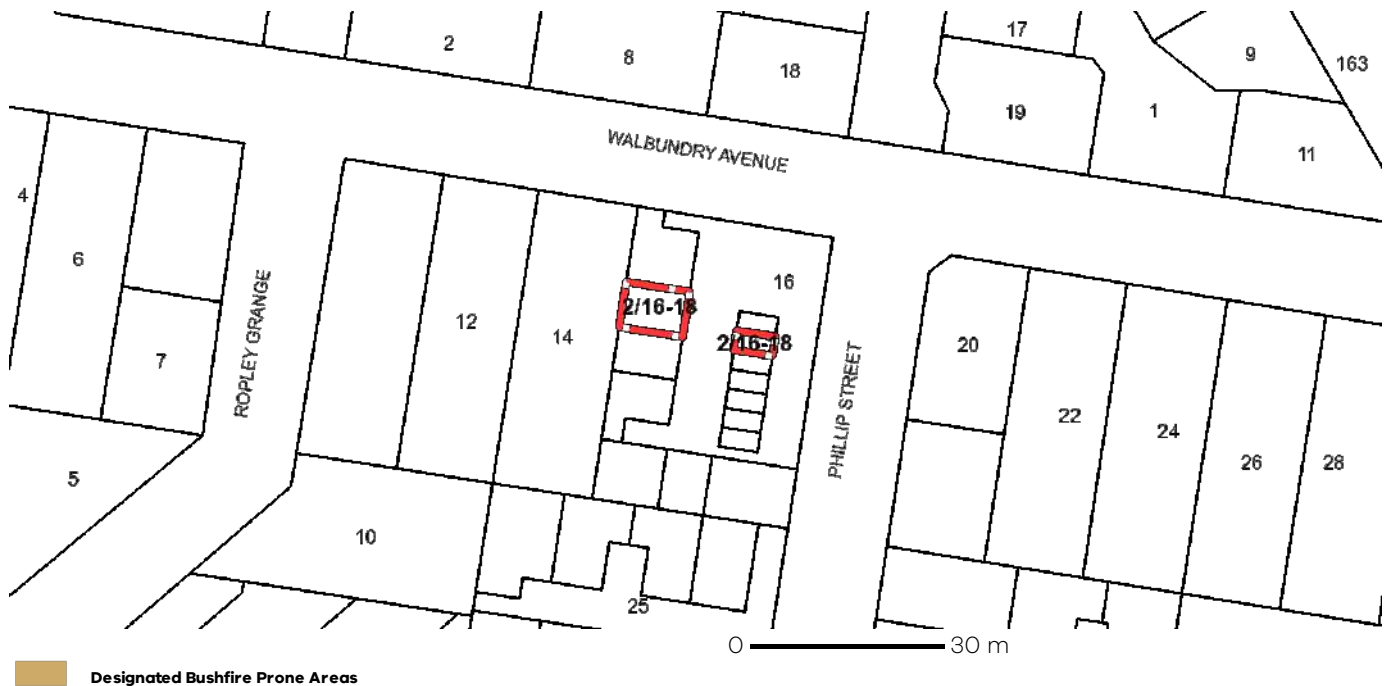
<https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

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



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

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

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

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

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

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

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

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

Cert No:98003

Telephone: 1300 322 322

Issue Date:04-Aug-2020

Assessment no: 00103083

Property Owner (as recorded by Council): AJM Jones Pty Ltd

Applicant's name	Landata	Effective date of valuation:	01-Jul-2020
Applicant's address	Level 1 2 Lonsdale Street MELBOURNE VIC 3000	Prescribed date of valuation:	01-Jan-2020
		Site Value:	\$120,000
		Capital Improved Value:	\$245,000
		Net Annual Value:	\$12,250
		This Council uses Capital Improved Value for rating purposes	

Applicants Ref: 39558001-019-9:44519

Title Particulars:	Lot 2 SP 23167, Lot 13 SP 23167 Accessory Unit CT-9658/575, CT-9658/586
Property description	2/16-18 Walbundry Avenue, Frankston 3199

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

CURRENT	CHARGES	
General Rates & Charges	\$736.25	
Service Rates & Charges	\$399.00	
Victorian Fire Services Levy	\$126.25	<u>TOTAL LEVIED \$1,261.50</u>
ARREARS	CHARGES	
General Rates & Charges	\$0.00	
Service Rates & Charges	\$0.00	<u>SUB-TOTAL ARREARS \$0.00</u>
Victorian Fire Services Levy	\$0.00	
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		\$-74.10
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
<u>Total Outstanding</u> Any outstanding balance may be subject to interest and/or legal action, therefore please contact this office prior to settlement		<u>\$1,187.40</u>
		BILLER CODE: 1966 REFERENCE NO: 00103083

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:98003

Issue Date:04-Aug-2020

ADDITIONAL INFORMATION

Robyn Docker
Authorised Officer
Date: 04-Aug-2020

I acknowledge having received the sum of \$27.00 for Receipt Number , dated 04-Aug-2020.

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.

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Naomi Hillas
E-mail: certificates@landata.vic.gov.au

Statement for property:
FLAT 2 LOT 2 16 WALBUNDY
AVENUE FRANKSTON 3199
2 SP 23167

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
51O//11146/17	LANDATA CER 39558001-031-1	04 AUG 2020	36906905

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	01/07/2020 to 30/09/2020	\$26.08

(b) By South East Water

Water Service Charge	01/07/2020 to 30/09/2020	\$25.53
Sewerage Service Charge	01/07/2020 to 30/09/2020	\$93.02
Subtotal Service Charges		<u>\$223.65</u>
Payments		\$223.65
TOTAL UNPAID BALANCE		\$0.00

- 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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- 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.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways and Drainage Group for information available to Melbourne Water on the effect of overland flows on this property. (Telephone 9679-7517)

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:



TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

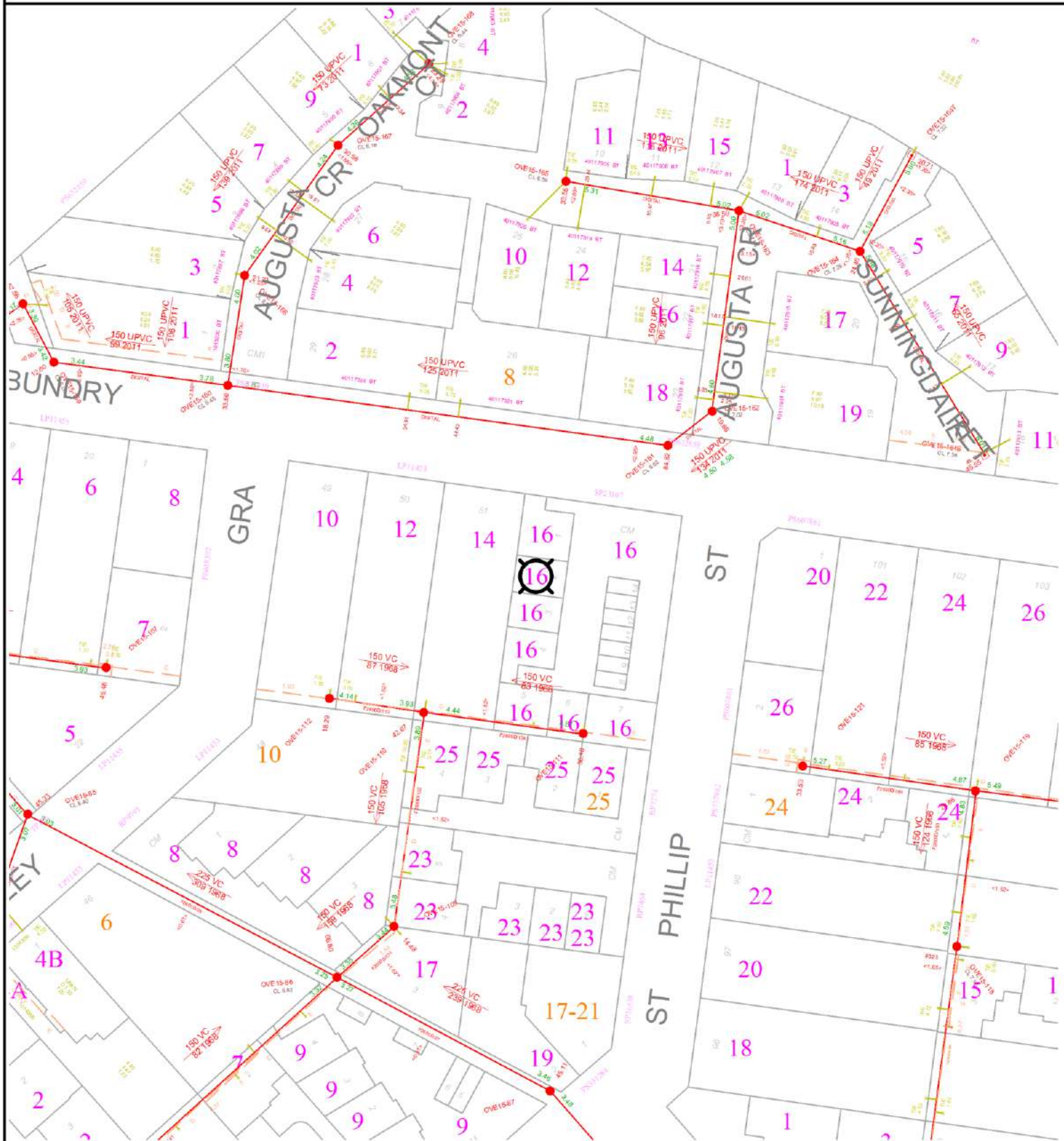
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:



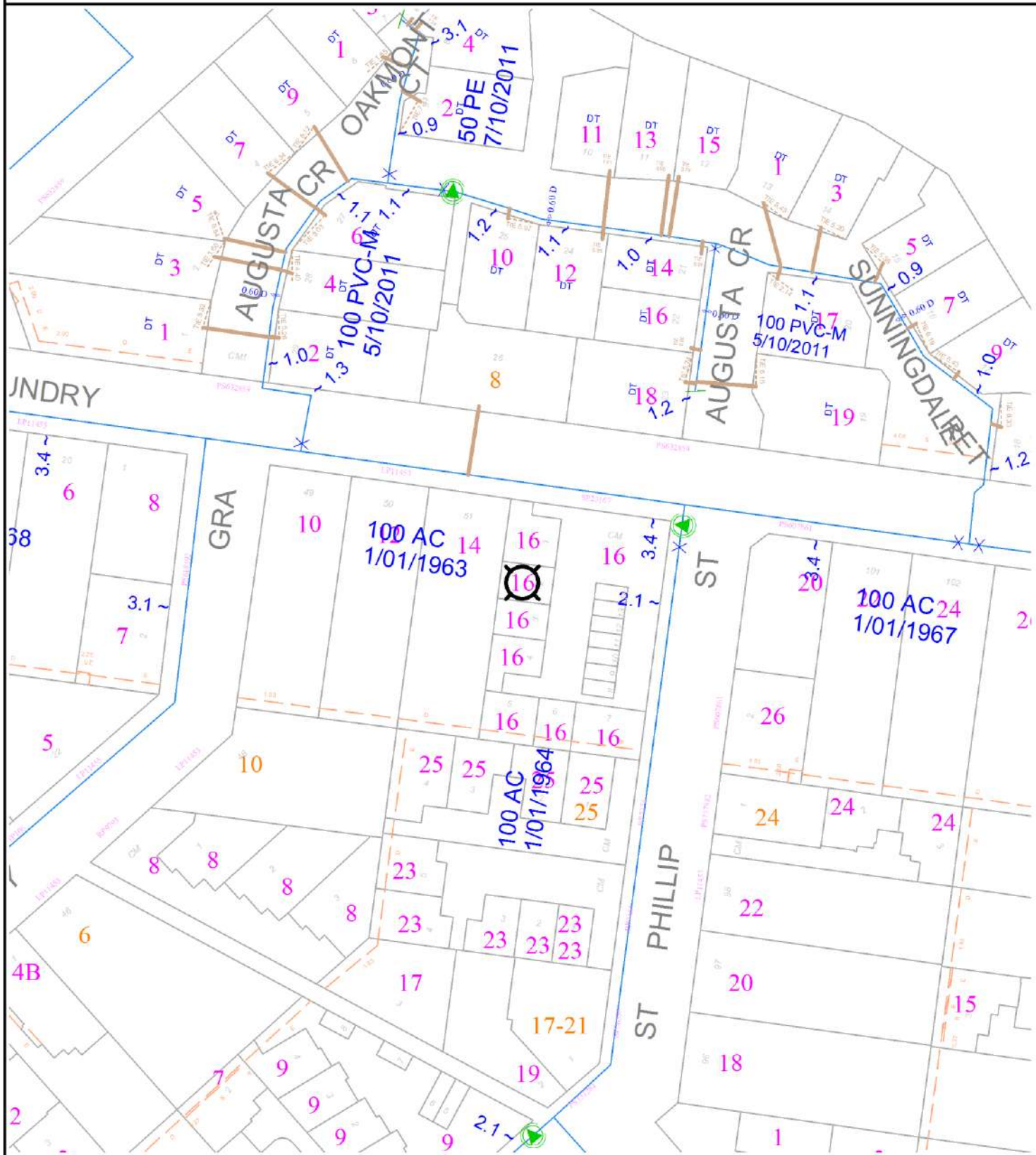
TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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



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

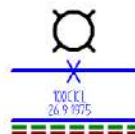
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground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

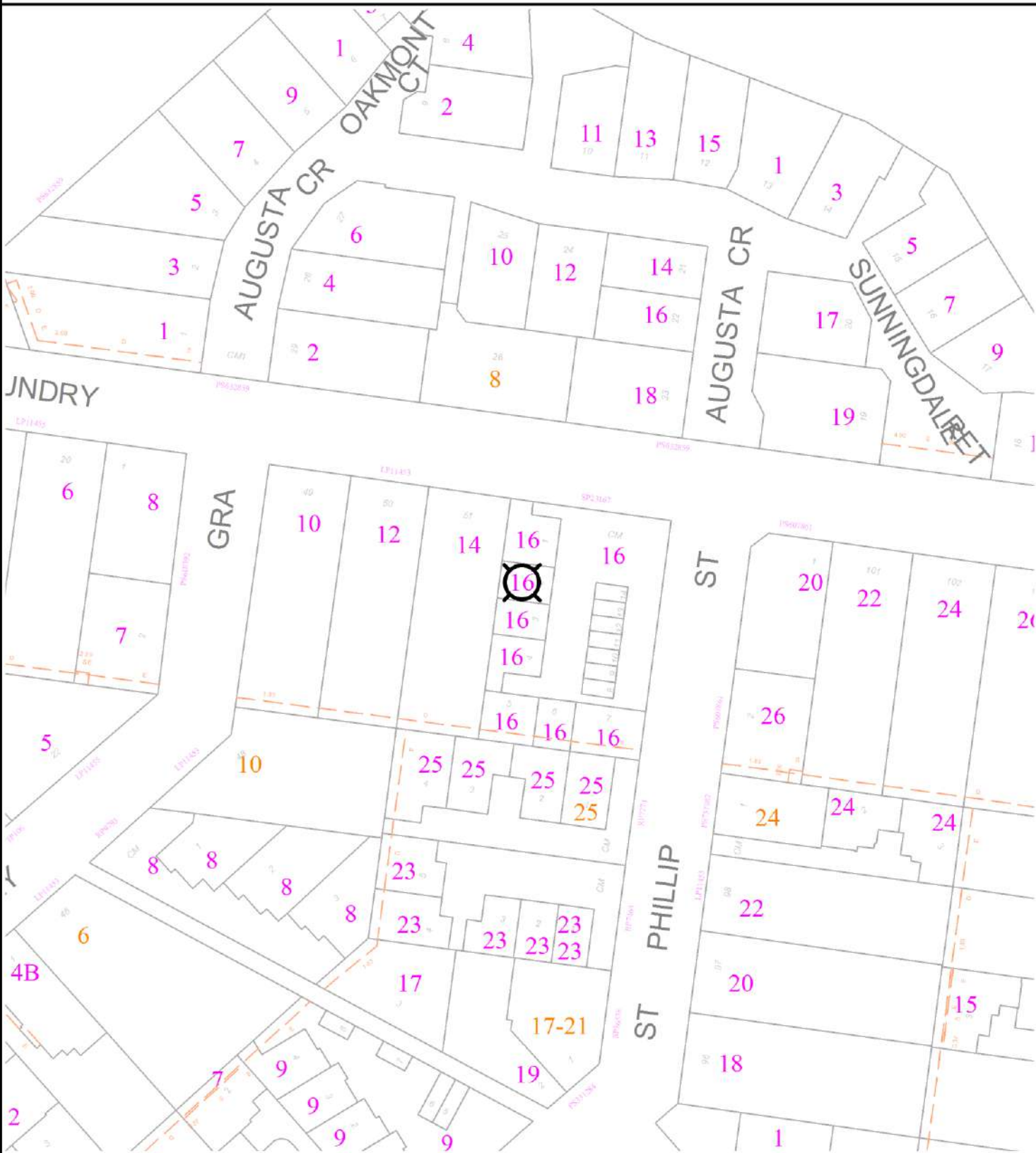
LEGEND

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



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

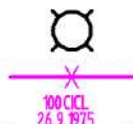
- Hydrant
- Fireplug/Washout
- Offset from Boundary



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



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

- Hydrant
- Fireplug/Washout
- Offset from Boundary ~ 1.0

Land Tax Clearance Certificate

Land Tax Act 2005



NAOMI HILLAS

Your Reference:	LD:39558001-015-1.200252
Certificate No:	39639058
Issue Date:	05 AUG 2020
Enquiries:	ESYSPROD

Land Address: UNIT 2, 16 -18 WALBUNDRY AVENUE FRANKSTON VIC 3199

Land Id	Lot	Plan	Volume	Folio	Tax Payable
8191807			9658	575	\$0.00
			9658	586	

Vendor: A J M JONES PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
AJM JONES PTY LTD	2020	\$117,500	\$0.00	\$0.00	\$0.00

Comments:

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

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$240,000
SITE VALUE:	\$117,500
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 39639058

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$117,500

Calculated as \$0 plus (\$117,500 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 39639058

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: 39639058

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

OWNERS CORPORATION CERTIFICATE

Issued pursuant to s.151 Owners Corporation Act

Owners Corporation No. 23167

Ppty: 16 Walbundry Avenue Frankston

This certificate is issued in respect of lot No 2

- | | |
|---|--|
| (a) Current fees | \$..880.00..... per year (January to December) |
| (b) Paid up to | 31/12/2020 |
| (c) Total of any unpaid fees or charges | \$...Nil..... |
| (d) Details of any special fees or levies which have been struck | Nil
Payable/...../20.... |
| (e) Details of repairs or maintenance or other work which has been or is about to be performed which may incur additional charges |N/A.....
.....
.....
..... |
| (f) Owners Incorporation insurance details: | |
| Name of Insurance company |CHU Underwriting..... |
| Policy Number |16402..... |
| Kind of policy | ...Residential Strata Insurance |
| Buildings covered | ...All..... |
| Building amount | ...\$1,442,000..... |
| Public liability amount | ...\$10,000,000..... |
| Renewal date |24.6.2021 |
| (g) If the owners corporation has resolved that the members may arrange their own insurance under s.63, the date of this resolution |/...../20.... |
| (h) Total funds held by owners corporation |\$5,824 as at 31.07.2020..... |
| (i) Details of liabilities additional to the Liabilities listed in (a) to (d) | \$.....Nil..... |
| (j) Details of current contracts, leases, licences or agreements affecting the common property |Nil.....
.....
..... |

- (k) Details of any current agreements toNil.....
provide services to lot owners occupiers.....
or the public
- (l) Details of notices or orders served onNil.....
the owners corporation in the last 12
months that have not been satisfied
- (m) Details of legal proceedings to whichNil.....
the owners corporation is a party
and any circumstances of which the
owners corporation is aware that are
likely to give rise to proceedings
- (n) Whether the owners corporation hasJean Jones.....
appointed, or has resolved toP O Box 415.....
appoint a manager and, if so, the nameMooroolbark Vic 3138.....
and address of the manager
- (o) Whether and administrator has beenN/A.....
appointed for the owners corporation
or where there has been a proposal for
the appointment of an administrator

This certificate must include the following documents:

- A copy of the owners corporation rules;
- The prescribed information statement;
- A copy of all resolutions made at the last AGM.

Common Seal of the Owners Corporation was

Affixed in the presence of

Sign:

Name:

Address:.....

.....

Owner of lot

Sign:

Name:

Address:

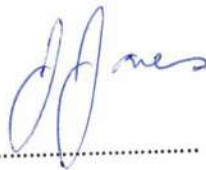
.....

Owner of lot

OR

Signed on behalf of the Owners Corporation by:

Name:Jean Jones.....



In the capacity as ...Manager.....

pursuant to an instrument of delegation made by the Owners Corporation on 15.../...3.../2000.

in accordance with s.11 Owners Corporation Act.

Dated the6th..... day of ...August.....2020.....

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—
 - a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Management and administration

2.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate—
 - a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - b) is paid directly to the lot owner or occupier as a refund.

3. Use of common property

3.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2 Noise and other nuisance control

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Owners Corporation

Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Act 1997

This Agreement is made on the date specified in item 1 in the Schedule here to between the **LANDLORD** whose name and address is specified in item 2 in the Schedule whose **AGENT** is specified in item 3 in the Schedule and the **TENANT** whose name and address is specified in item 4 in the Schedule.

PREMISES AND RENT

The Landlord lets to the tenant the premises specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the rental shall be the amount specified in item 6 in the Schedule of which the first instalment is payable on the date specified in item 7 of the Schedule and payable by the tenant to the party specified in item 8 in the Schedule.

BOND

The tenant shall pay a bond of the amount specified in item 9 of the Schedule to the Landlord/Agent on or before the signing of this Agreement. In accordance with the Residential Tenancies Act 1997 the Landlord/Agent must lodge the Bond with the Residential Tenancies Bond Authority within 5 business days of receiving the Bond.

FIXED TERM TENANCY

The term of the Agreement shall be as specified in item 11 in the Schedule commencing on the date specified in item 12 in the Schedule and ending on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act, 1997 this agreement shall hereafter continue as a periodic tenancy.

OR

PERIODIC TENANCY

This Agreement shall commence on the date specified in item 12 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act, 1997.

CONDITION OF THE PREMISES: The Landlord shall make sure that the premises are maintained in good repair.

DAMAGE TO THE PREMISES

The **Tenant** shall make sure that care is taken to avoid damaging the rented premise.

The **Tenant** must take reasonable care to avoid damaging the premises and any common areas.

The **Tenant** who becomes aware of damage to the rented premises must give notice to the Landlord of any damage to the premises as soon as practicable.

CLEANLINESS OF THE PREMISES

The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the tenant shall enter into occupation of the premises.

The Tenant shall keep the premises in a reasonably clean condition during the period of agreement.

USE OF PREMISES

The Tenant shall not use or allow the premises to be used for any illegal purpose.

The Tenant shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

QUIET ENJOYMENT

The **Landlord** shall take all reasonable steps to make sure that the tenant has quiet enjoyment of the Premises.

ASSIGNMENT OR SUB-LETTING

The Tenant shall not assign or sub-let the whole or any part of the premises without the written consent of the Landlord/Agent. The Landlord's consent shall not be unreasonably withheld.

The Landlord shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred in relation the preparation of an assignment in writing of this Agreement.

RESIDENTIAL TENANCIES ACT, 1997

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

ADDITIONAL TERMS

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

The **Tenant** shall pay all charges in respect of the re-connection and consumption of water, sewerage disposal, electricity, gas, oil and telephone where the rented premises is separately metered for these services. The **Tenant** agrees to notify the relevant utility companies to have these utilities transferred into their name for the duration for the tenancy agreement.

The **Tenant** shall not do, (or allow anything to be done), which would invalidate any insurance policy on the premises or increase the premium, and the **Tenant** shall pay to the **Landlord** all increased premiums and all other expenses incurred as a consequence of any breach of this term.

The **Tenant** agrees to pay the **Landlord** any excess amount charged, or any additional premium charged by the **Landlord's** Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the **Tenant**, or by anyone on the premises with the consent of the **Tenant**.

The **Tenant** shall indemnify the **Landlord** for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the **Tenant** or anyone on the premises with the consent of the **Tenant**. Without limiting the generality of the foregoing, the **Tenant** shall indemnify the **Landlord** for the cost of repairs to plumbing blockages caused by the negligence or misuse of the **Tenant**.

The **Tenant** shall notify the **Landlord/Agent** immediately upon becoming aware of any defects in the premises, or any other matter, which may give rise to a liability pursuant to the Occupiers Liability Act, 1983.

The **Tenant** shall indemnify the **Landlord** against all liability in respect of injury or damage to any third party property arising from any conduct, act or omission by the **Tenant**, **Tenant's** servants, agents and/or invitees.

The **Tenant** shall not paint, or affix any sign, or any antenna onto the premises, or affix any nail, screw, fastening or adhesive to the interior/exterior of the premises without the prior written consent of the **Landlord/Agent**.

The **Tenant** acknowledges that it is the **Tenant's** responsibility upon the termination of the agreement to deliver the keys of the premises to the **Agent's** office and to continue paying rent until such time as the keys are delivered.

The **Tenant** shall not use the premises for any purpose other than for residential purposes without the consent of the **Landlord**.

The **Tenant** shall not do, (or allow to be done), anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

The **Tenant** shall not keep any animal, bird or pet on the premises without the written consent of the **Landlord/Agent**.

(Note: written consent of the Body Corporate Committee will be necessary in an own-your-unit).

The **Tenant** shall deposit all rubbish (including cartons, cans, newspapers and bottles) in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the **Tenant** for collection by the Local Council or Health Department and returned to its allotted place.

The **Tenant** agrees not to hang or place any article of clothing outside the premises or on any balcony of the premises other than where provision for the hanging of clothes has been provided.

The **Tenant** shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.

The **Tenant** shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

The **Tenant** shall allow the **Landlord/Agent** to put on the premises a notice or notices 'To Let/For Lease' during the last month of the term of this Agreement. The **Tenant** shall also allow the **Landlord/Agent** to put on the premises a notice or notices 'For Sale' or 'Auction' at any time during the term of this Agreement and permit access to the premises by the **Landlord/Agent** to present the property to prospective purchasers or tenants upon 24 hours' notice, or by Agreement with the **Tenant** and the **Landlord/Agent**.

The **Tenant** acknowledges that no promises, representations, warranties or undertakings have been given by the **Landlord/Agent** in relation to the suitability of the premises for the **Tenant's** purposes in respect of the furnishings, fittings or appurtenances (accessories) of the premises, otherwise than as provided herein.

No consent or waiver of any breach by the **Tenant** of the **Tenant's** obligations under the Residential Tenancies Act, 1997 shall prevent the **Landlord** from subsequently enforcing any of the provisions of this Agreement.

The **Tenant** agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the tenant shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the **Landlord**. The Standard Rules of the Sub-Division (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate.

In accordance with the provisions of Section 44 of the Residential Tenancies Act, 1997, the **Landlord** may from time to time and at any time, (other than within the terms specified in the Schedule as the 'Fixed Term'), increase the rent by giving the **Tenant** at least 60 days' notice of the increase.

This Agreement may be amended only by an Agreement in writing signed by the **Landlord/Agent** and the **Tenant**.

The **Tenant** shall at the **Tenant's** expense replace all lighting tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

The **Tenant** agrees to fully and regularly maintain and water the garden area, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from the property. (If applicable)

If the **Tenant** wishes to vacate the premises at the expiration of this Agreement the **Tenant** shall give the **Landlord/Agent** written notice of the **Tenant's** intention to vacate 28 days prior to the expiration of the Agreement. If the **Tenant** remains in occupation of the premises after the expiration of this Agreement, and does not enter into a new fixed term Agreement, the **Tenant** must give written notice of the **Tenant's** intention to vacate the premises, specifying the termination date that is not earlier than 28 days after the day on which the tenant gives notice.

The **Tenant** acknowledges that, pursuant to Section 428 of the Residential Tenancies Act, 1997, the **Tenant** shall not refuse to pay rent on the grounds that the **Tenant** intends to regard as rent, the bond or any part of the bond paid in respect of the premises. The **Tenant** acknowledges that failure to abide by this section of the Act renders the **Tenant** liable to a penalty of \$1000.

The **Tenant** agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the property including common property. The **Tenant** also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land or common property on which it is situated to their original condition forthwith.

SMOKE ALARMS

Smoke alarms save lives. It is the responsibility of the **Tenant** to regularly test fitted smoke alarms and replace batteries as required. These are not to be removed and any malfunction should be reported to the **Landlord/Agent** immediately in writing the same day.

BREACH OF FIXED TERM AGREEMENT

This is a legally binding agreement for the period indicated in Item 11 of the schedule. If the **Tenant** should find it necessary to terminate this Agreement prior to the Termination Date the **Tenant** agrees to provide the **Landlord/Agent** with a minimum of 28 days notice in writing and;

Continue to pay rent in accordance with the Residential Tenancy Agreement until the commencement of a suitable tenancy (as approved by the Landlord) or the expiry of the current fixed term tenancy, whichever occurs first.

Reimburse the **Landlord** on a pro-rata basis for any costs incurred in securing a new tenant, including but not restricted to Advertising, To Let Board, Internet listings and Leasing Fee.

CONTENTS INSURANCE

It is the responsibility of the **Tenant** to organise contents insurance for their belongings as the **Landlord's** Insurance does not cover the **Tenant's** possessions. The **Landlord** accepts no responsibility for stolen, misplaced or damaged personal belongings kept inside or outside of the rented premises.

PARKING

The **Tenant** acknowledges that parking is only allowed in the areas designated and must obtain their own parking permits

if necessary. The **Tenant** is aware that parking on the lawns is prohibited in every part of the rented premises, including the nature strip.

In the event of the **Tenant's** rental cheque being dishonoured, then they will hereby undertake to reimburse the **Landlord's Agent** any bank charges incurred and any other costs being obtained, being Certified Mail, postage and Tribunal Fees.

Tenant must avoid damage to premises or common areas.

A **tenant** must ensure that care is taken to avoid damaging the rented premises.

A **tenant** must take reasonable care to avoid damaging or the common areas.

It is hereby agreed and declared by the **Tenant** that they will, upon vacating the premises, have all carpets professionally steam cleaned and windows cleaned at their own expense.

There is to be strictly NO SMOKING within the property at anytime whatsoever by **Tenant** and or occupants.

Disclosure by Tenant I confirm that I/We have been given the opportunity to read, ask questions and consent to the additional terms that form part of this Residential Tenancy Agreement under the Residential Tenancies Act 1997.

Tenant/s	x David Denozuk	Date	25.2.2020
Century 21		Date	28/2/2020

SCHEDULE -RENEWAL

- Item 1: **DATE OF AGREEMENT:** 21/02/2020
- Item 2: **LANDLORD:** Name: A.J.M. Ltd
Address: C/- 9 Playne Street, Frankston Vic 3199
- Item 3: **AGENT:** Registered Business Name:
CENTURY 21 WENTWORTH REAL ESTATE
Address: 9 Playne Street, Frankston Vic 3199
PH: (03) 8781 4888 Fax: (03) 8781 4890
- Item 4: **TENANT(S):** Name: David Senczuk
- Item 5: **PREMISES:** Address: 2/16 Walbundry Avenue, Frankston Vic 3199
Including chattels (attach inventory if necessary)
- Item 6: **RENTAL:** \$978.00 Due Monthly.
(Unless otherwise arranged with consent from Agent/Landlord)
The tenant must remain ONE CALENDAR MONTH RENT IN ADVANCE.
Payment in full by Century21 Wentworths preferred method.
- Item 7: **COMMENCING ON:** 28/02/2020
- Item 8: **RENTAL PAYMENTS TO:** CENTURY 21 WENTWORTH REAL ESTATE
LANDLORD/AGENT AT: Address: 9 Playne Street, Frankston Vic 3199
- Item 9: **BOND:** \$390.00 to be paid to the Agent by 28/05/2009
- Item 10: **URGENT REPAIRS:** The Landlord authorises the AGENT to undertake urgent repairs up to \$1,800.00
Note after hours number to call 03 8781 4888 for urgent maintenance

***FIXED TERM AGREEMENT:**

- Item 11: **TERM:** 12 Month RENEWAL
- Item 12: **COMMENCEMENT DATE:** 28/02/2020
- Item 13: **TERMINATION:** 27/02/2021
- SIGNED** by or on
behalf of the Landlord: Paul Jones 28/2/2020
A.J.M. Ltd DATE
- SIGNED** by the Tenant: x David Senczuk 25:2:2020
David Senczuk DATE

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

SIGNED by the **TENANT/S:**

x David Senczuk 25:2:2020
David Senczuk

ARREARS POLICY

It is the policy of this office that all rent is paid through the Payment Gateway system of DEFT payment system. This system allows you the convenience of being able to pay your rent in a number of different ways; you will have already received your log in details and password or BPAY reference number.

Under the Residential Tenancies Act you are required to pay your rent by the date noted on the schedule in your lease and it must always be paid in advance. Should you have any difficulties in paying your rent please notify us as soon as possible so that we can be of assistance to you in resolving the problem.

However, this office does have a strict policy on the payment and collection of rent and you will receive a number and variety of reminders which you should not ignore. The reminder notices and frequency are listed below:

Category 1 arrears	1 to 3 days in arrears	Text message, email and phone call
Category 2 arrears	4 to 7 days in arrears	Phone call and letter
Category 3 arrears	8 to 14 days in arrears	Formal letter and commencement of eviction procedures
Category 4 arrears	15+ days in arrears	Notice to vacate rented premises, possible eviction

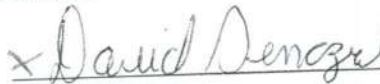
There is no deviation from this schedule and it is the strict policy of this office that all employees adhere to it.

I have read and understood this policy:

Property Address : 2/16 Walbundry Avenue, Frankston Vic 3199

Tenant Names : David Senczuk

Tenant Sign :

 Date: 25/2/2020
David Senczuk

Century 21 Wentworth :

 Date: 28/2/2020

SPECIAL CONDITIONS

NO SMOKING INSIDE THE RENTAL PROPERTY

Tenant: David Senczuk
Property: 2/16 Walbundry Avenue, Frankston Vic 3199

The **TENANT** acknowledges and agrees smoking is not permitted inside the rented premises at any time during the tenancy agreement.

The **TENANT** acknowledges if they breach the condition of the tenancy the Landlord will be entitled to claim compensation for damages and the Tenant shall pay all costs to rectify any damage caused by smoking. This includes professional cleaning of carpets, curtains and the internal property.

Tenants Signature: David Senczuk Date: 25.2.2020
David Senczuk

Landlords Signature: Paul Jones Date: 28/2/2020
A.J.M. Ltd

SERVICE OF NOTICES & DOCUMENTS

The Tenant agrees that they consent to notices being served upon them by way of email and that consent can be withdrawn at any time by giving written notice.

Consent to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000.

I consent to the following email address to be used for service –

David Senczuk
David Senczuk

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

DATED

2020

A J M JONES PTY LTD ACN 096034301

VENDOR'S STATEMENT

Property: 2/16-18 Walbundry Avenue, Frankston 3199

Beaumont Lawyers
34 Brice Avenue
MOOROOLBARK VIC 3138
Tel: (03) 9726 9822
Fax: (03) 9727 1376
DX 34049 LILYDALE
Ref: NH:200252
Email: nhillas@beaumontlawyers.com.au