eConvey Licensed Conveyancing Specialists

Suite 30, 1140 Nepean Highway, Mornington 3931
PO Box 682 Mornington 3931
**Phone: 5976 2700**

# VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")

Vendor: Kim Michelle Archer

Property: Lot 70 on Plan of Subdivision 500225 Volume 10721 Folio 653
17 Ruby Joy Drive, Somerville VIC 3912

## 1. FINANCIAL MATTERS IN RESPECT OF THE LAND

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

(a) The Purchaser will be liable for a proportion of all adjustable outgoings including land tax calculated on a proportional basis from the date of possession.

(b) The Vendor estimates the total outgoings will not exceed – $3,000.00

(c) The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: -

Nil to the Vendors knowledge.

## 2. INSURANCE DETAILS IN RESPECT OF THE LAND

(a) If the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipts of rents and profits

Not applicable.

(b) If there is a residence on the land which was constructed within the preceding 6 years and section 137B of the ***Building Act 1993*** applies to the residence:

Not applicable.

## 3. MATTERS RELATING TO LAND USE

(a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

(i) Description

- As set out in the attached copies of title documents
- Covenant No.AC083370J
- Refer attached Lease

(ii) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows:-

As far as the Vendor is aware, there are none.

**Note to the Purchaser:** There may be sewers, drains, water pipes, underground and/or overhead electricity and telephone cables and underground gas pipes laid outside registered easements, which are not registered or required to be registered against the Certificate of Title.

(b) The land is not within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) There is access to the property by road.

(d) In case of land to which a planning scheme applies information is as follows:

| | |
|---|---|
| Name: | Mornington Peninsula Planning Scheme |
| Responsible authority: | Mornington Peninsula Shire Council |
| Zoning: | General Residential Zone (GRZ1) |

## 4. NOTICES MADE IN RESPECT OF LAND

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

None to the Vendor's knowledge.

Council has designated all properties in the Mornington Peninsula Shire Council to be in an area in which buildings are likely to be subject to termite infestation.

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

(b) whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

None to the Vendor's knowledge

(c) particulars of any notice or intention to acquire the land served under section 6 of the ***Land Acquisition and Compensation Act 1986***:

None to the Vendor's knowledge

## 5. BUILDING PERMITS

Particulars of any building permit issued during the past seven years under the ***Building Act 1993*** (where the Property includes a residence)

No such building permit has been granted to the Vendor's knowledge

## 6. INFORMATION RELATING TO ANY OWNERS CORPORATION

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

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION

There is not a work-in-hand agreement (within the meaning of Part 9B of the ***Planning and Environment Act 1987*****)**

## 8. SERVICES

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

Electricity ☐ Gas ☐ Water ☐ Sewerage ☐ Telephone ☒

**<u>Warning to the Purchaser</u>: You should check with the appropriate authorities as to the availability of, and cost of providing, any essential services not connected to the land.**

## 9. EVIDENCE OF TITLE

Attached are copies of the following documents concerning Title:

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

## 10. CONDITION OF PROPERTY

(a) The Purchaser acknowledges that:

(i) any failure of any building or improvements on the land to comply with any planning, health, environmental, building or other legislation, regulations, by-laws or any planning permit and any encroachment by or on the land does not constitute a defect in the

Vendor's title and the purchaser shall not make any objection, requisition or claim any compensation from the Vendor on any such ground; and

(ii) the Purchaser accepts the land and improvements on and services on and to the land in their present condition, position and state of repair and subject to all faults and defects both latent or patent.

(b) The Vendor will not be required to procure any building permit, building approval, final inspection, occupancy permit or any other permits, approvals or inspections in relation to the land or any improvements and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

DATE OF THIS STATEMENT / /

Signature/s of vendor/s …….
Kim Michelle Archer

The purchaser acknowledges being given a duplicate of this statement signed by the vendor/s before the purchaser signed any contract.

DATE OF ACKNOWLEDGEMENT / /

Signature/s of purchaser/s ……..……

**IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:**

**Where the property is to be sold subject to a mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on terms – the vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.**

**Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.**

# Due Diligence Checklist

## What you need to know before buying a residential property

Consumer Affairs Victoria

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.

Consumer Affairs Victoria

**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

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VOLUME 10721 FOLIO 653

Security no : 124082430303X
Produced 02/04/2020 12:39 PM

## LAND DESCRIPTION

Lot 70 on Plan of Subdivision 500225N.
PARENT TITLE Volume 10714 Folio 845
Created by instrument PS500225N 01/05/2003

## REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KIM MICHELLE ARCHER of 17 RUBY JOY DRIVE SOMERVILLE VIC 3912
AG301805E 20/01/2009

## ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AC083370J 22/05/2003

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

## DIAGRAM LOCATION

SEE PS500225N 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: 17 RUBY JOY DRIVE SOMERVILLE VIC 3912

DOCUMENT END

Delivered by LANDATA®, timestamp 02/04/2020 12:43 Page 1 of 3

# PLAN OF SUBDIVISION

| STAGE NO. | LTO USE ONLY | PLAN NUMBER |
|---|---|---|
| / | EDITION | PS 500225N |

## LOCATION OF LAND

**PARISH:** TYABB

**TOWNSHIP:** ———

**SECTION:** ———

**CROWN ALLOTMENT:** 18 (PART)

**CROWN PORTION:** ———

**TITLE REFERENCE:** VOL. FOL.

**LAST PLAN REFERENCE:** PS 512278X, LOT B

**POSTAL ADDRESS:** RUBY-JOY DRIVE,
(at time of subdivision) SOMERVILLE. 3912.

**AMG Co-ordinates** (of approx. centre of land in plan) E 341 000 N 5766 830 ZONE: 55

## VESTING OF ROADS AND/OR RESERVES

| IDENTIFIER | COUNCIL/BODY/PERSON |
|---|---|
| ROAD R1 | MORNINGTON PENINSULA SHIRE COUNCIL |
| RESERVE No. 1 | MORNINGTON PENINSULA SHIRE COUNCIL |
| RESERVE No. 2 | MORNINGTON PENINSULA SHIRE COUNCIL |
| RESERVE No. 3 | MORNINGTON PENINSULA SHIRE COUNCIL |

## COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: MORNINGTON PENINSULA SHIRE REF:

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988.
   Date of original certification under section 6 / /
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.

(ii) The requirement has been satisfied.

(iii) The requirement is to be satisfied in Stage.....

Council Delegate
Council Seal

Date / /

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate
Council Seal

Date / /

## NOTATIONS

**STAGING** This is not a staged subdivision
Planning Permit No. P02/0270

**DEPTH LIMITATION:** DOES NOT APPLY

LOTS 1-49 (BOTH INCLUSIVE) AND LOT 65 HAVE BEEN OMITTED FROM THIS PLAN.

**SURVEY** THIS PLAN IS BASED ON SURVEY IN BP-1730

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 223 & 229 IN PROCLAIMED SURVEY AREA No. 17

## EASEMENT INFORMATION

**LEGEND:** E - ENCUMBERING EASEMENT A - APPURTENANT EASEMENT R - ENCUMBERING EASEMENT (ROAD)

| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of |
|---|---|---|---|---|
| E-1 | DRAINAGE | SEE DIAG. | THIS PLAN | MORNINGTON PENINSULA SHIRE COUNCIL & LAND IN THIS PLAN |
| | SEWERAGE | | THIS PLAN | SOUTH EAST WATER LTD. |
| E-2 | DRAINAGE | SEE DIAG. | THIS PLAN | MELBOURNE WATER CORP. |
| | DRAINAGE | | THIS PLAN | MORNINGTON PENINSULA SHIRE COUNCIL & LAND IN THIS PLAN |
| | SEWERAGE | | THIS PLAN | SOUTH EAST WATER LTD. |
| E-3 | DRAINAGE | SEE DIAG. | THIS PLAN | MELBOURNE WATER CORP. |
| | DRAINAGE | | THIS PLAN | MORNINGTON PENINSULA SHIRE COUNCIL & LAND IN THIS PLAN |

**LR USE ONLY**

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

Received ☑

Date 30/4/03

**LR USE ONLY**

PLAN REGISTERED

TIME 12.4am

DATE 1/5/03

Assistant Registrar of Titles

SHEET 1 OF 3 SHEETS

KIRKPATRICK & WEBBER PTY. LTD.
A.C.N. 004 997 371
LAND SURVEYORS PLANNING CONSULTANTS
15 MAROONDAH HIGHWAY, CROYDON. 3136
TELEPHONE 9870 4422
FACSIMILE 9870 5287

LICENSED SURVEYOR (PRINT) .....

SIGNATURE ..... DATE

REF 7337E VERSION 6

DATE

COUNCIL DELEGATE SIGNATURE

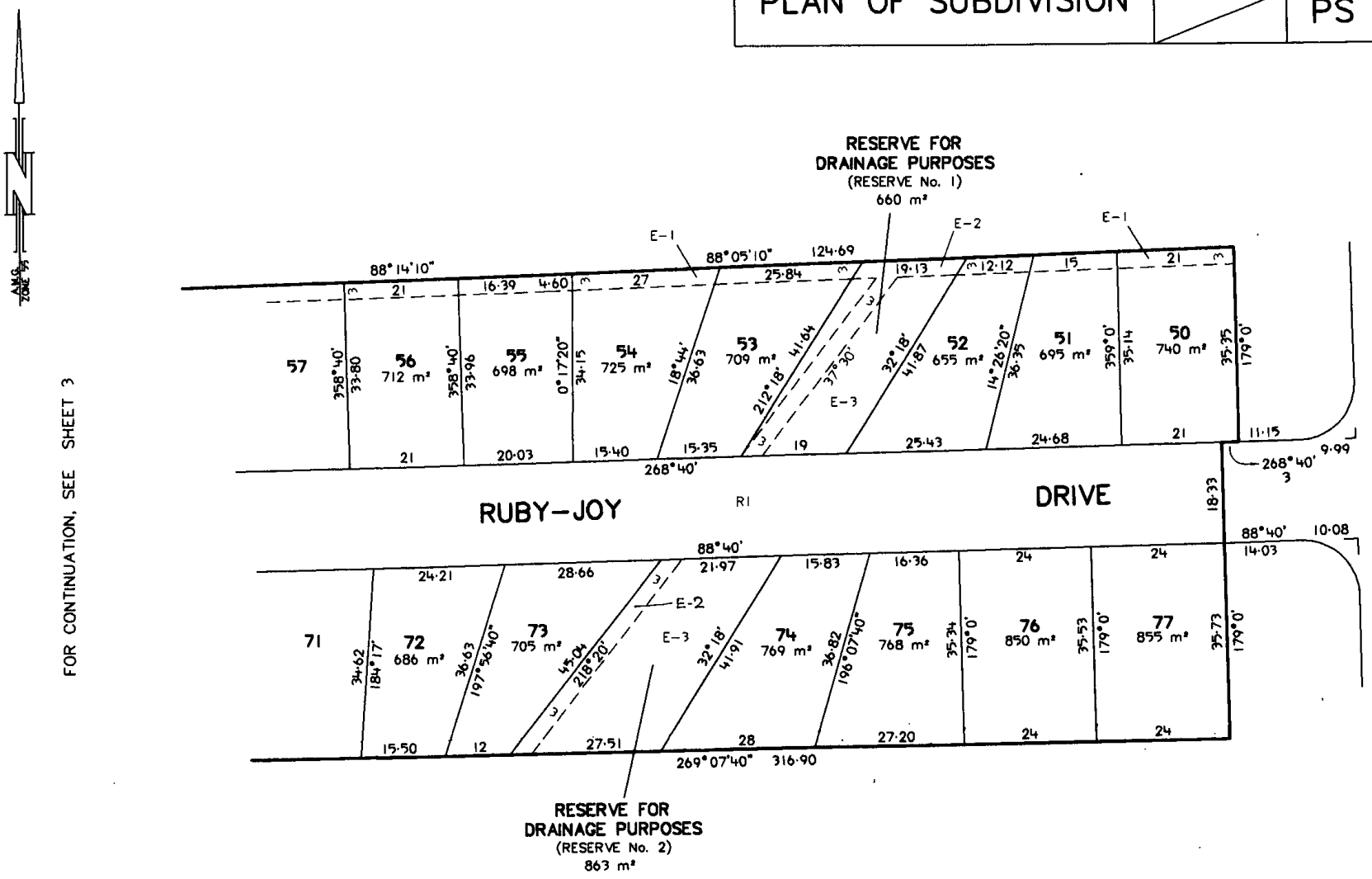
ORIGINAL SHEET SIZE A3

KWSUBT01.DWG

# PLAN OF SUBDIVISION

STAGE NO.

PLAN NUMBER
PS 500225N




| | | |
|---|---|---|
| KIRKPATRICK & WEBBER PTY. LTD.<br>A.C.N. 004 997 371<br>LAND SURVEYORS PLANNING CONSULTANTS<br>15 MAROONDAH HIGHWAY, CROYDON. 3136<br>TELEPHONE 9870 4422<br>FACSIMILE 9870 5267 | ORIGINAL<br>SCALE: 1:800<br>SHEET SIZE: A3 | SCALE<br>8 0 8 16 24 32<br>LENGTHS ARE IN METRES |
| LICENSED SURVEYOR (PRINT) .....<br>SIGNATURE ..... DATE<br>REF 7337E VERSION 6 | SHEET 2 OF 3 SHEETS<br>.....<br>DATE / /<br>COUNCIL DELEGATE SIGNATURE<br>ORIGINAL SHEET SIZE A3 | |

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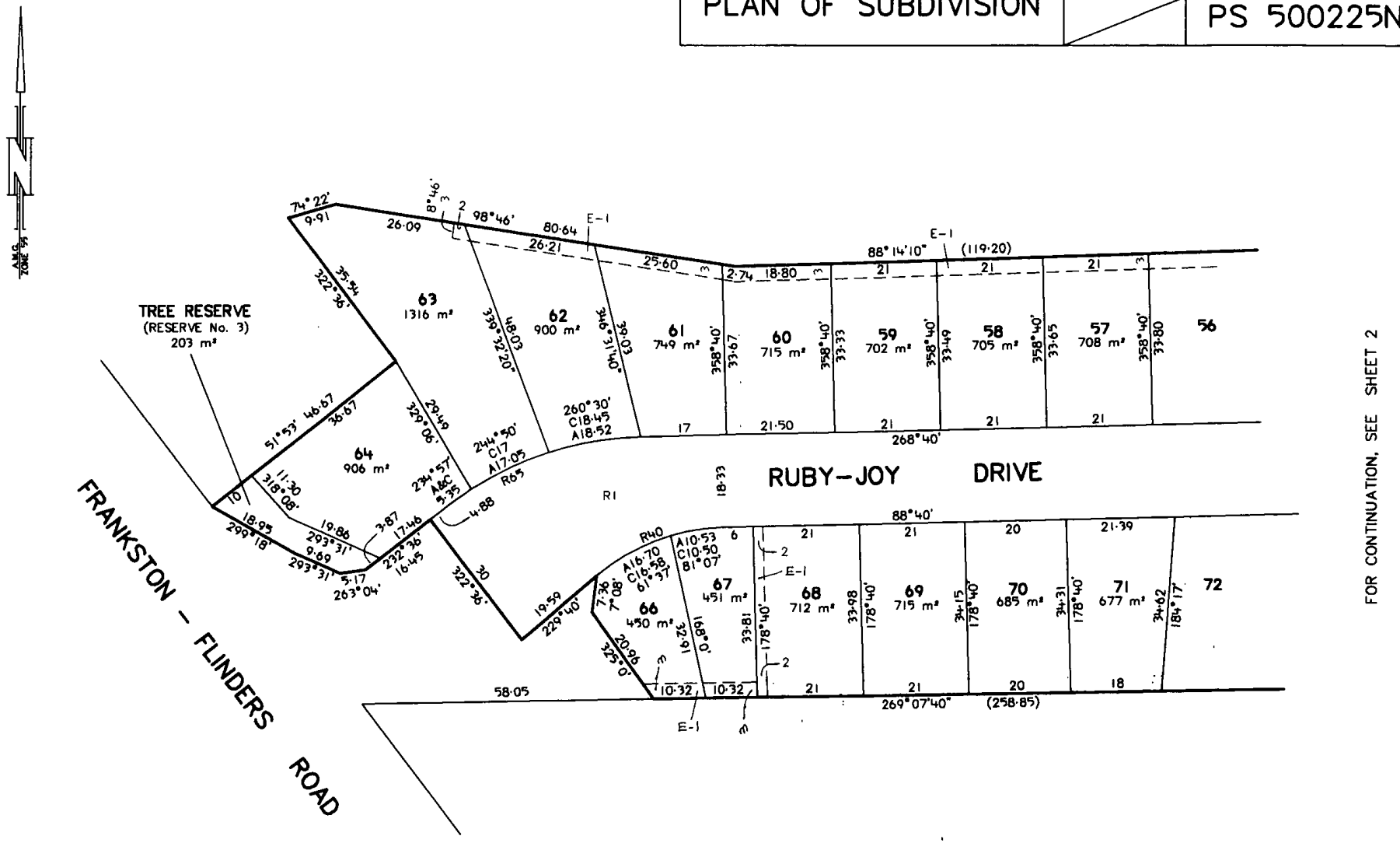
KWSUBT03.DWG

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# PLAN OF SUBDIVISION

STAGE NO.

PLAN NUMBER
PS 500225N




SHEET 3 OF 3 SHEETS


KIRKPATRICK & WEBBER PTY. LTD.
A.C.N. 004 997 371
LAND SURVEYORS PLANNING CONSULTANTS
15 MAROONDAH HIGHWAY, CROYDON. 3136
TELEPHONE 9870 4422
FACSIMILE 9870 5267


| ORIGINAL SCALE | ORIGINAL SHEET SIZE |
|---|---|
| 1:800 | A3 |

SCALE
8 0 8 16 24 32
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) .....

SIGNATURE ..... DATE

REF 7337E VERSION 6

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 mm

KWSUBT03.DWG

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# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

OFFICE OF TITLES B.G.F. VICTORIA

**AC083370J**

22/05/2003 $300 45

Lodged by:

Name: _____

Phone: _____

Address: Hunt & Hunt - Adelaide

Ref: 113671P

Customer Code: _____ +P/A.

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

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

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

Land: *(volume and folio reference)*

CERTIFICATE OF TITLE VOLUME 10721 FOLIO 653

Estate and Interest: *(e.g. "all my estate in fee simple")*

ALL ITS ESTATE IN FEE SIMPLE

Consideration:

$85,500.00

Transferor: *(full name)*

AREEON HOLDINGS PTY. LTD. (A.C.N. 006 089 274)

Transferee: *(full name and address including postcode)*

JULIAN TERRY
of 17 Spring Street, Hastings 3915

Directing Party: *(full name)*

DAC083370J-1-6

Creation and/or Reservation and/or Covenant:

"AND the said Transferees for ourselves our heirs executors administrators and transferees the rgistered proprietor or proprietors for the time being of the land hereby transferred ("the land") and of every part thereof HEREBY COVENANT with the Transferor and its successors assigns and transferees and the other registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision number PS500225N and each and every part thereof (other than the land transferred) as follows:-

1 that the Transferees will not erect more than one dwelling upon the land except that this clause shall not apply to lots 62, 63, 64 and 67;

Continued on **T2 Page 2.**

Approval No. 325955A ORDER TO REGISTER

Please register and issue title to

T2

Signed Cust. Code:

OFFICE OF TITLES VICTORIA

AF 22/5.

1552

STAMP DUTY USE ONLY Land Transfer
Stamped with:$1,852.00
Trn:1529691 21-MAY-2003
SRO Victoria Duty, BXIO

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

Delivered by LANDATA®, timestamp 02/04/2020 12:50 Page 2 of 2

2 (Subject to clause 1 above) that the Transferees will not erect or cause or suffer to be erected upon the land a dwelling or dwellings unless:-

(a) the floor area of such dwelling is not less than 140 square metres calculated by excluding the area of any carport, garage, terrace, pergola, verandah, or other structure but this clause shall not apply to lots 62, 63, 64 and 67, and

(b) each external wall area of a single storey building and the ground floor of any two storey building (inclusive of windows) shall be constructed of brick, brick veneer, concrete, stone or glass or any combination of same, provided all materials used must be new; and

(c ) the roof shall be constructed of tiles, slate or other non reflective material and with a pitch of not less than 22 degrees, and

(d) any outbuilding is constructed of brick, timber, tiles or colorbond and of a moderate height and to blend with and not detract from the dwelling and the general amenity of the land in the said Plan of Subdivision and to have a non reflective roof;

3 that the Transferees will not erect or cause or suffer to be erected any fences forward of the front alignment of the house unless such fences consist of panels less than one metre in height (excluding posts and pillars which may be up to a height of 1.5 metres);

4 that the Transferees shall not at any time whilst the said Transferor is registered as the proprietor of any lot or lots on the said Plan of Subdivision erect or permit to remain erected on the said lot hereby transferred any sign or advertisement of any nature whatsoever save and except one builder's sign and/or one sign indicating the said lot is for sale (such sign or signs having dimensions no greater than 0.914 metres by 0.914 metres).

AND this covenant shall appear on the Certificate of Title of the land and run with the land.

**Dated:** 21 MAY 2003

**Execution and attestation:**

SIGNED by ARLEON HOLDINGS PTY. LTD. by its Attorney PETER HERCULES under enduring Power of Attorney Dated 25.5.2000 in the presence of :- )

.....Witness

SIGNED by the said Transferee )

in the presence of:- ) x Julian - sign

x Witness - sign

DAC083370J-2-4

Approval No. 325955A

# T2 Page 2

OFFICE OF TITLES VICTORIA

AC083370J

22/05/2003 $300 45

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

# Property Report from www.land.vic.gov.au on 02 April 2020 12:52 PM

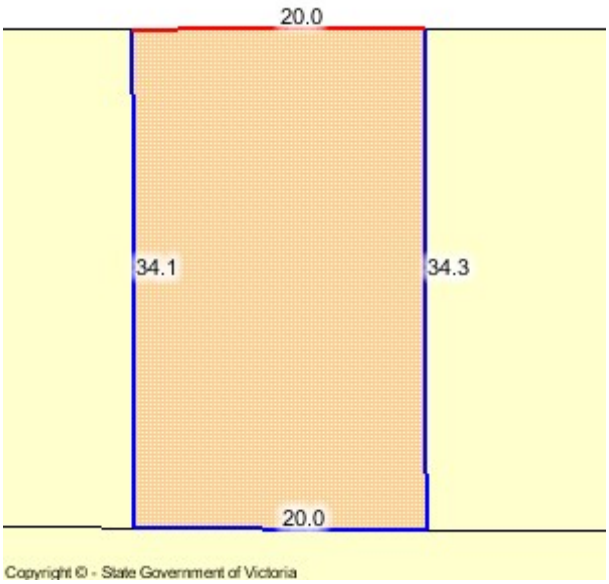
**Address:** 17 RUBY JOY DRIVE SOMERVILLE 3912
**Lot and Plan Number:** Lot 70 PS500225
**Standard Parcel Identifier (SPI):** 70\PS500225
**Local Government (Council):** MORNINGTON PENINSULA **Council Property Number:** 114187
**Directory Reference:** Melway 148 G2

**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:** 684 sq. m
**Perimeter:** 108 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:** EASTERN VICTORIA
**Legislative Assembly:** HASTINGS

## 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

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## Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

**Planning Overlay:** None

Planning scheme data last updated on 1 April 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 abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates

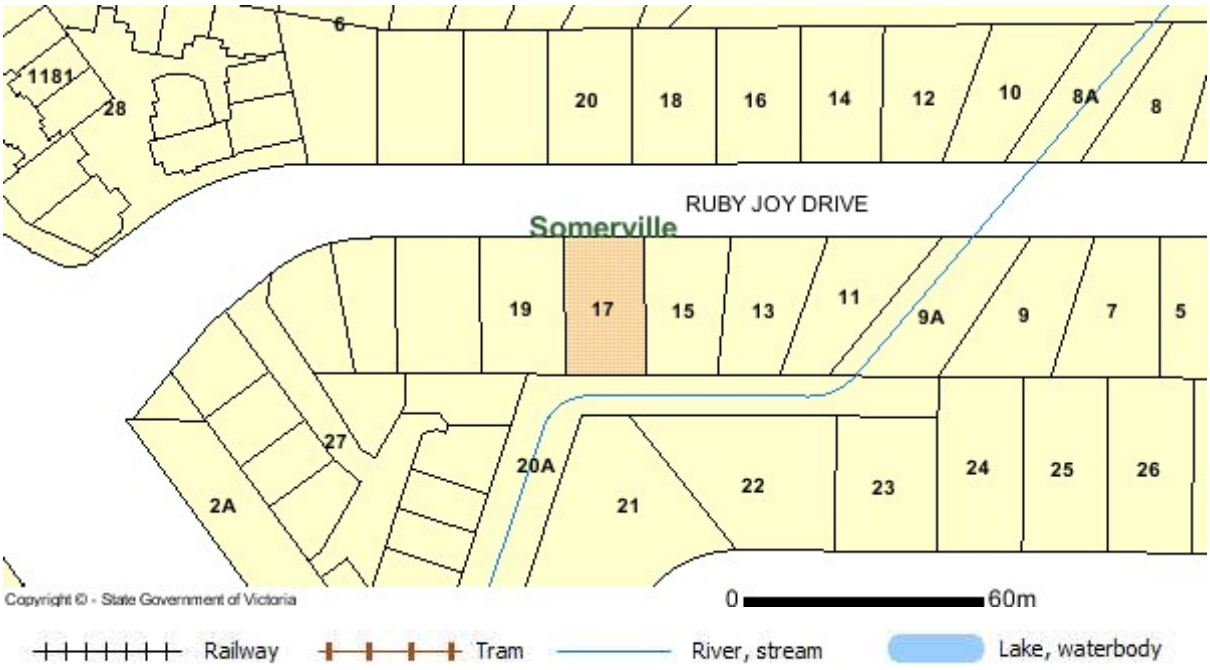
The Planning Property Report includes separate maps of zones and overlays

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

## Area Map




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# PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 02 April 2020 12:53 PM

## PROPERTY DETAILS

| | | |
|---|---|---|
| Address: | **17 RUBY JOY DRIVE SOMERVILLE 3912** | |
| Lot and Plan Number: | **Lot 70 PS500225** | |
| Standard Parcel Identifier (SPI): | **70\PS500225** | |
| Local Government Area (Council): | **MORNINGTON PENINSULA** | www.mornpen.vic.gov.au |
| Council Property Number: | **114187** | |
| Planning Scheme: | **Mornington Peninsula** | planning-schemes.delwp.vic.gov.au/schemes/morningtonpeninsula |
| Directory Reference: | **Melway 148 G2** | |

## UTILITIES

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

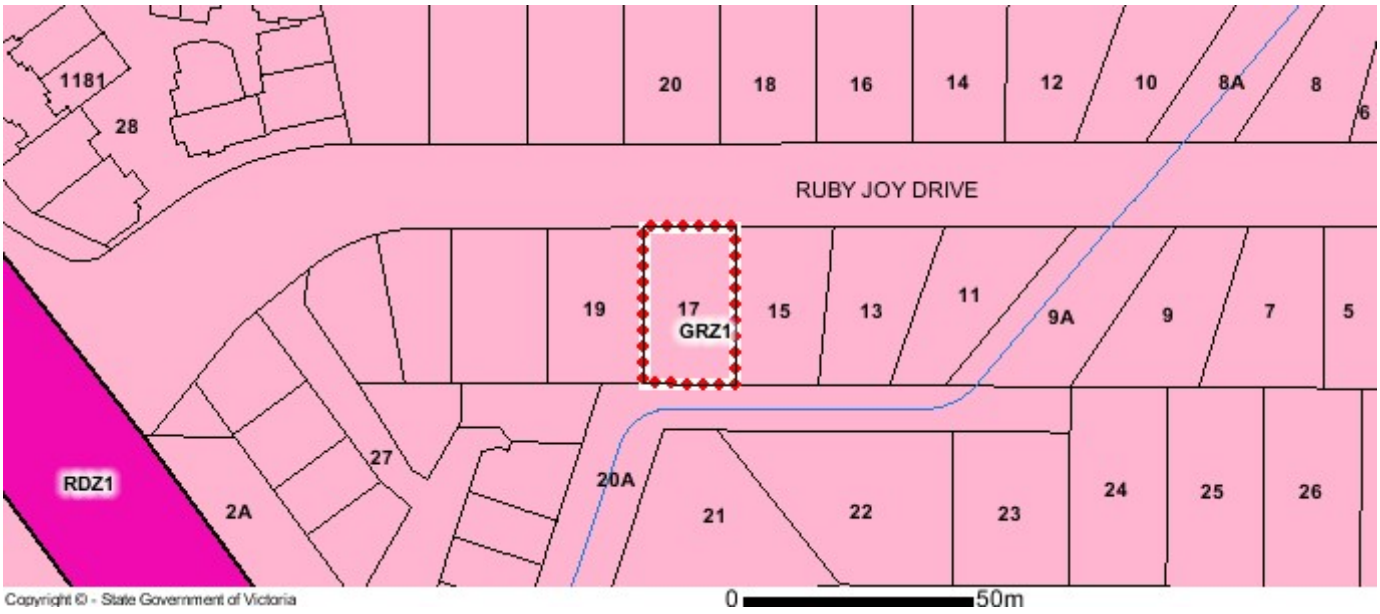
## STATE ELECTORATES

| | |
|---|---|
| Legislative Council: | **EASTERN VICTORIA** |
| Legislative Assembly: | **HASTINGS** |

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)




GRZ - General Residential

RDZ1 - Road - Category 1

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

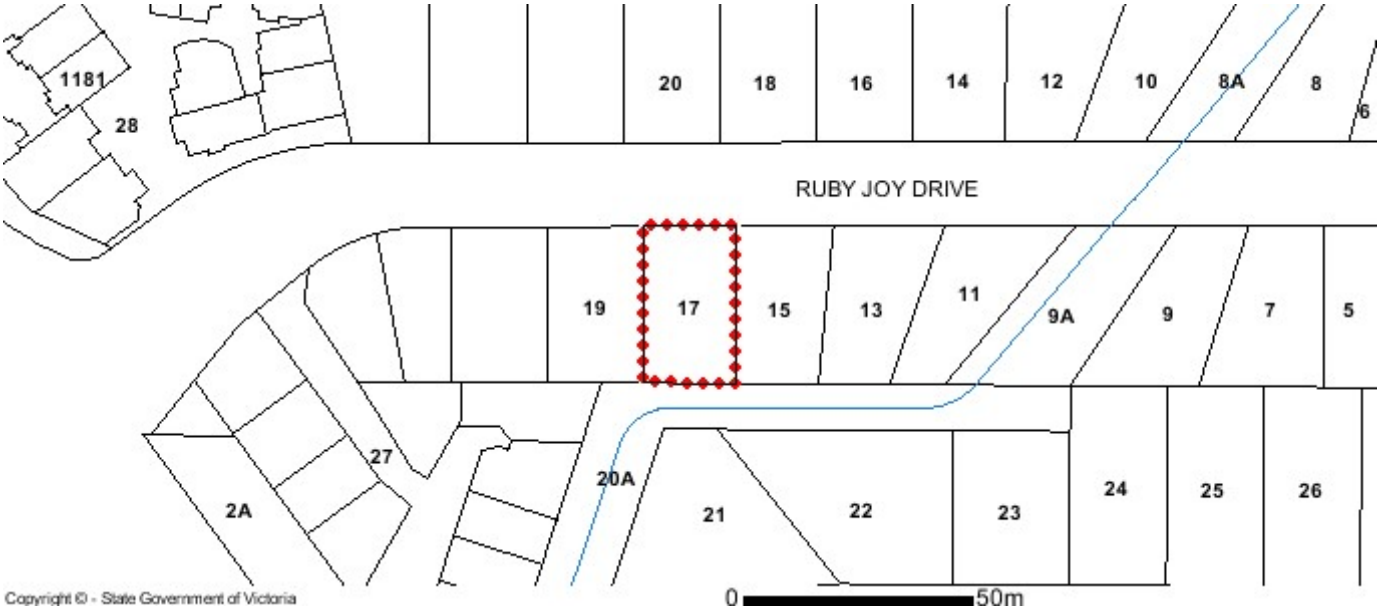
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

# PLANNING PROPERTY REPORT

## Planning Overlay

None affecting this land




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

## Further Planning Information

Planning scheme data last updated on 1 April 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 abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

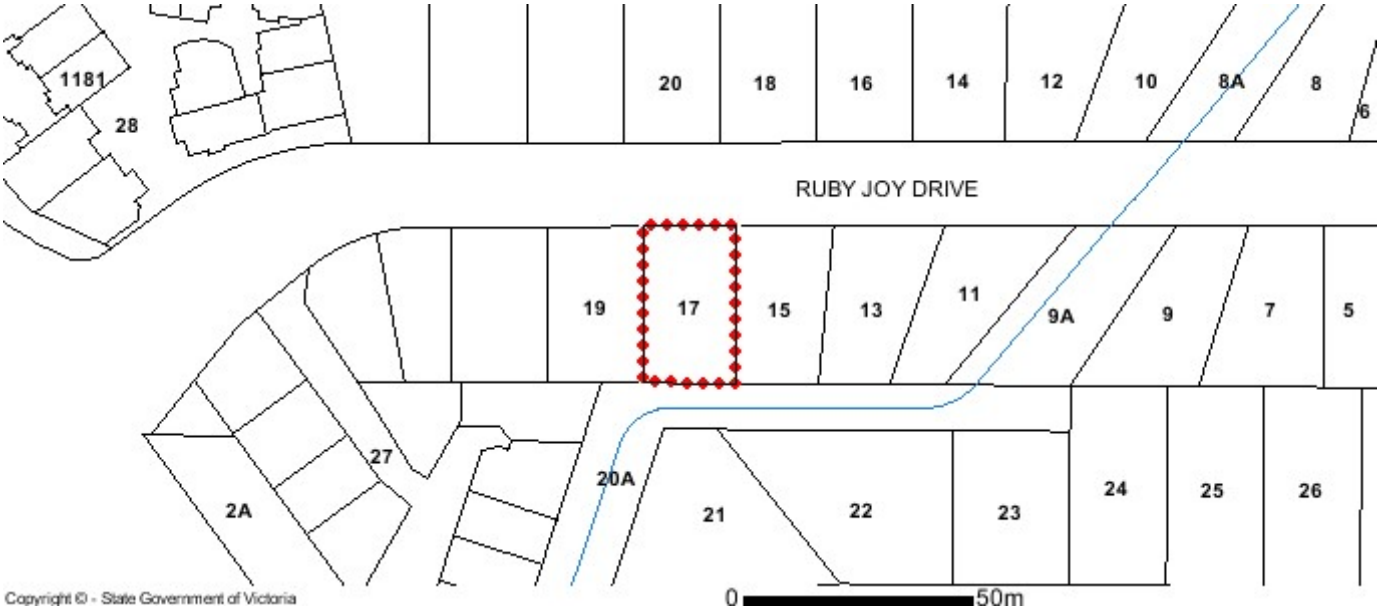
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# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Area

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




Designated Bushfire Prone Area

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

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# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

ECONVEY PTY LTD
E-mail: susan@econvey.com.au

Statement for property:
LOT 70 17 RUBY JOY DRIVE
SOMERVILLE 3912
70 PS 500225

| REFERENCE NO. | YOUR REFERENCE | DATE OF ISSUE | CASE NUMBER |
|---|---|---|---|
| 03R//00001/00023 | Archer | 02 APR 2020 | 36094168 |

## 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** | 01/07/2019 to 30/06/2020 | $79.02 |
| **Melbourne Water Corporation Total Service Charges** | 01/04/2020 to 30/06/2020 | $25.52 |

### (b) By South East Water

| | | |
|---|---|---|
| **Water Service Charge** | 01/04/2020 to 30/06/2020 | $29.18 |
| **Sewerage Service Charge** | 01/04/2020 to 30/06/2020 | $91.67 |
| **Subtotal Service Charges** | | $225.39 |
| **Payments** | | $79.02 |
| **TOTAL UNPAID BALANCE** | | $146.37 |

- 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.
- 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.

AUTHORISED OFFICER:

TERRY SCHUBACH
GENERAL MANAGER
CUSTOMER SERVICE DELIVERY

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

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.

The applicable flood level for this property is RL 45.68 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679-7517.

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

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

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

**Important Warnings**

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

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

# ASSET INFORMATION - SEWER & DRAINAGE

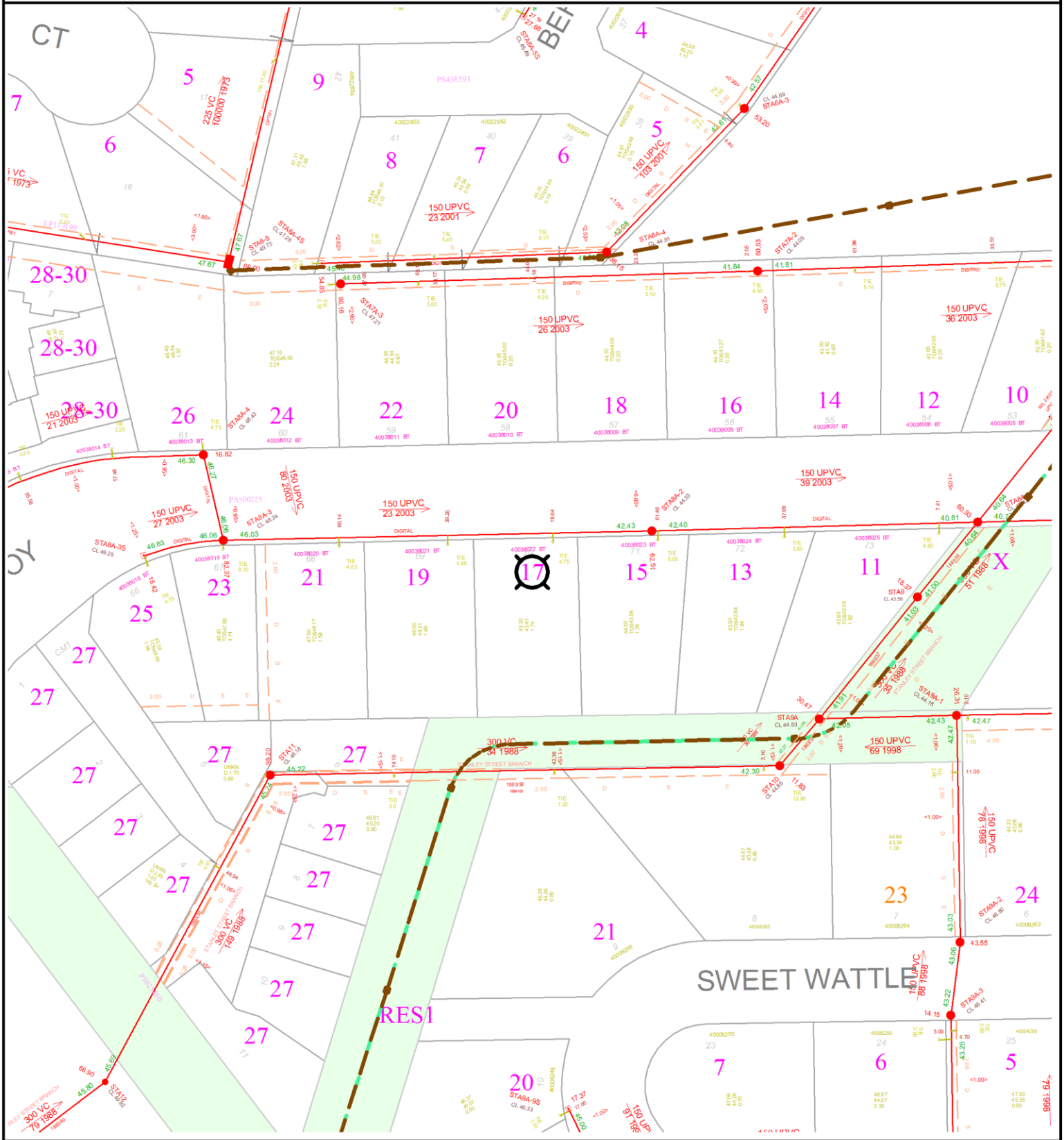
South East Water

Property: Lot 70 17 RUBY JOY DRIVE SOMERVILLE 3912

Case Number: 36094168

20 0 20 40
Scale in Metres

Date: 02APRIL2020




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 | 225 VC 280 MOR Direction of Flow | <1.0> Offset from Boundary |

Melbourne Water Assets

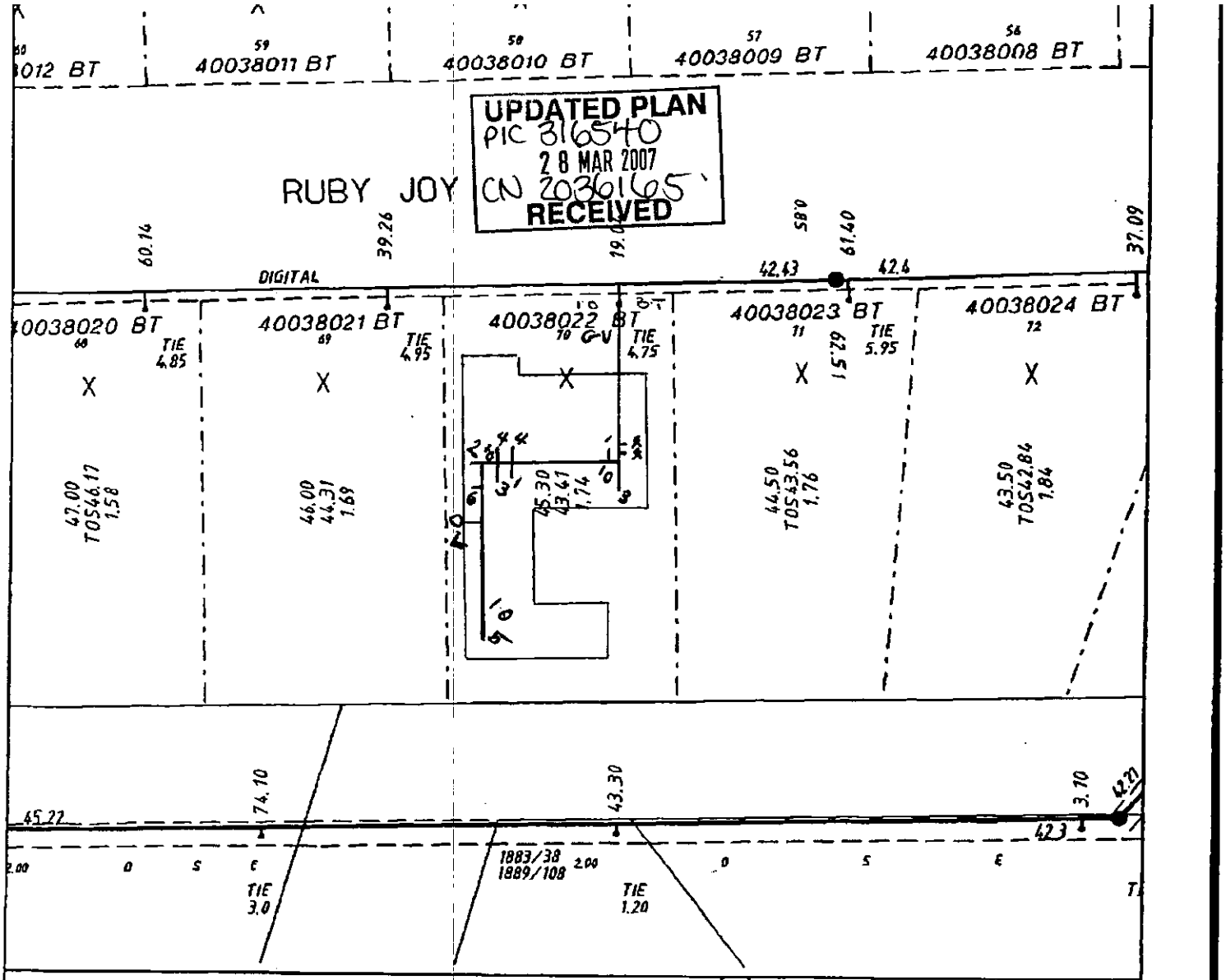
| | | |
|---|---|---|
| Sewer Main | Underground Drain | Natural Waterway |
| Maintenance Hole | Channel Drain | Underground Drain M.H. |

# PROPERTY SEWERAGE PLAN - PS: 40038022

**Property:** Lot 70 17 RUBY JOY DRIVE SOMERVILLE 3912

LEGEND ——— Title/Road boundary BT Boundary Trap - - - - Easement < 1.0 > Offset from Boundary

WARNING: This plan is issued solely for the purpose of assisting you in identifying property service drainage information only and may not show all sewer mains on the property. 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).




BT BOUNDARY TRAP REQUIRED (WHEN INDICATED)

——— TITLE and ROAD ALIGNMENT - - - - EASEMENTS

⟨1.00⟩ SEWER OFFSET

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| ENCUMB. | 1 | 2 | 3 | 4 | ISSUED | | | |
| RECORD | 5 | 6 | 7 | 8 | FINALISED | | | |

"All installations to be in accordance with the Victoria Water Supply & Sewerage Plumbing Regulations 1994"

| POINT LOCATION | | |
|---|---|---|
| | E.P. | 1.74 |
| | N.S.L. | 45.30 |
| | I.L. | 43.41 |
| | DIA | 100 |
| | DEPTH | 1.89 |
| | | CHAINAGE FROM M/H TO:- |
| | B.C.H. | 19.04 |
| | U/S M/H | 82.37 |
| SEWER PIPE DIA. | | 150 |

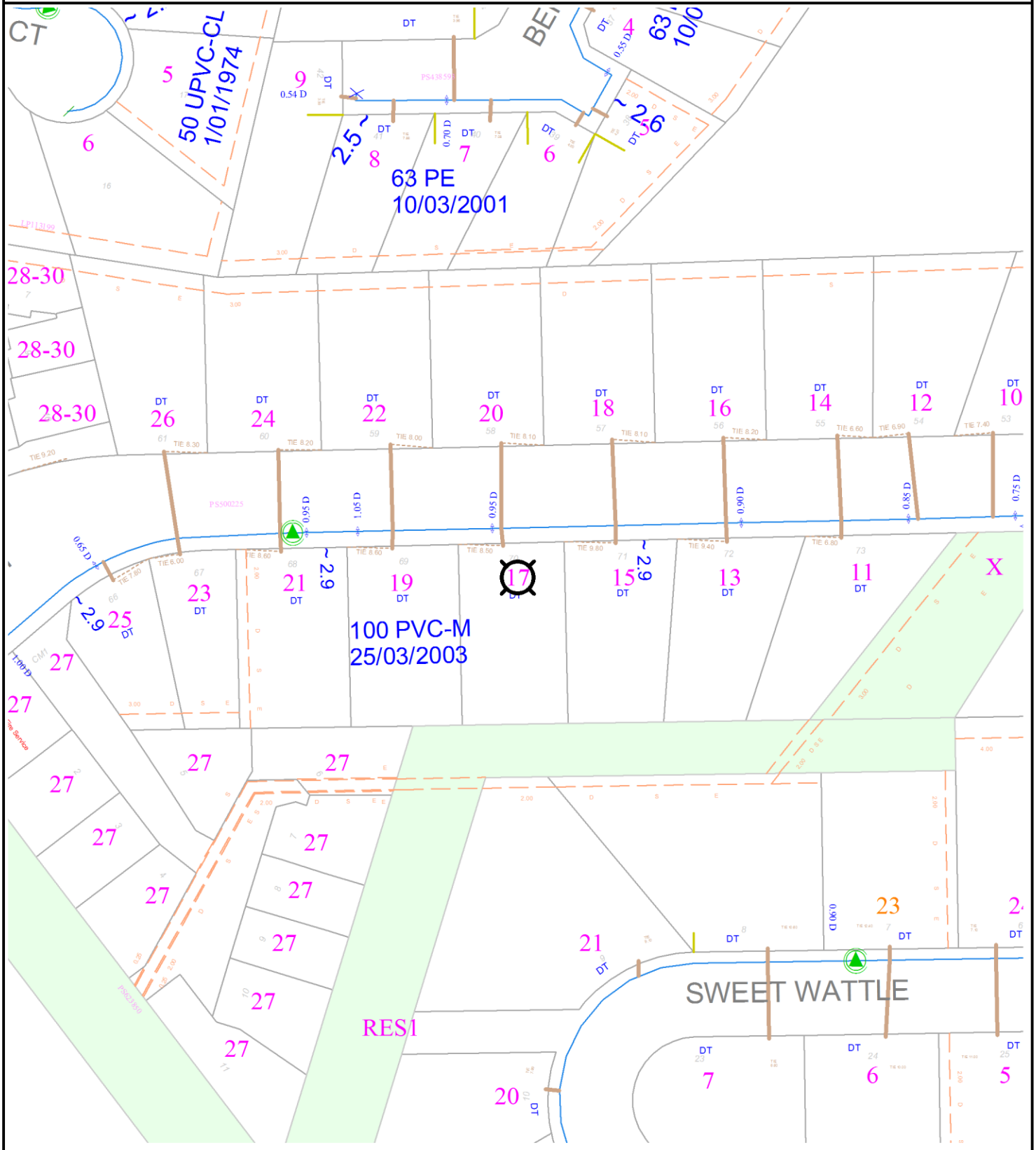
# ASSET INFORMATION - WATER

Property: Lot 70 17 RUBY JOY DRIVE SOMERVILLE 3912

Case Number: 36094168

20 0 20 40
Scale in Metres

Date: 02APRIL2020




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
- ~ 1.0 Offset from Boundary

# ASSET INFORMATION - RECYCLED WATER

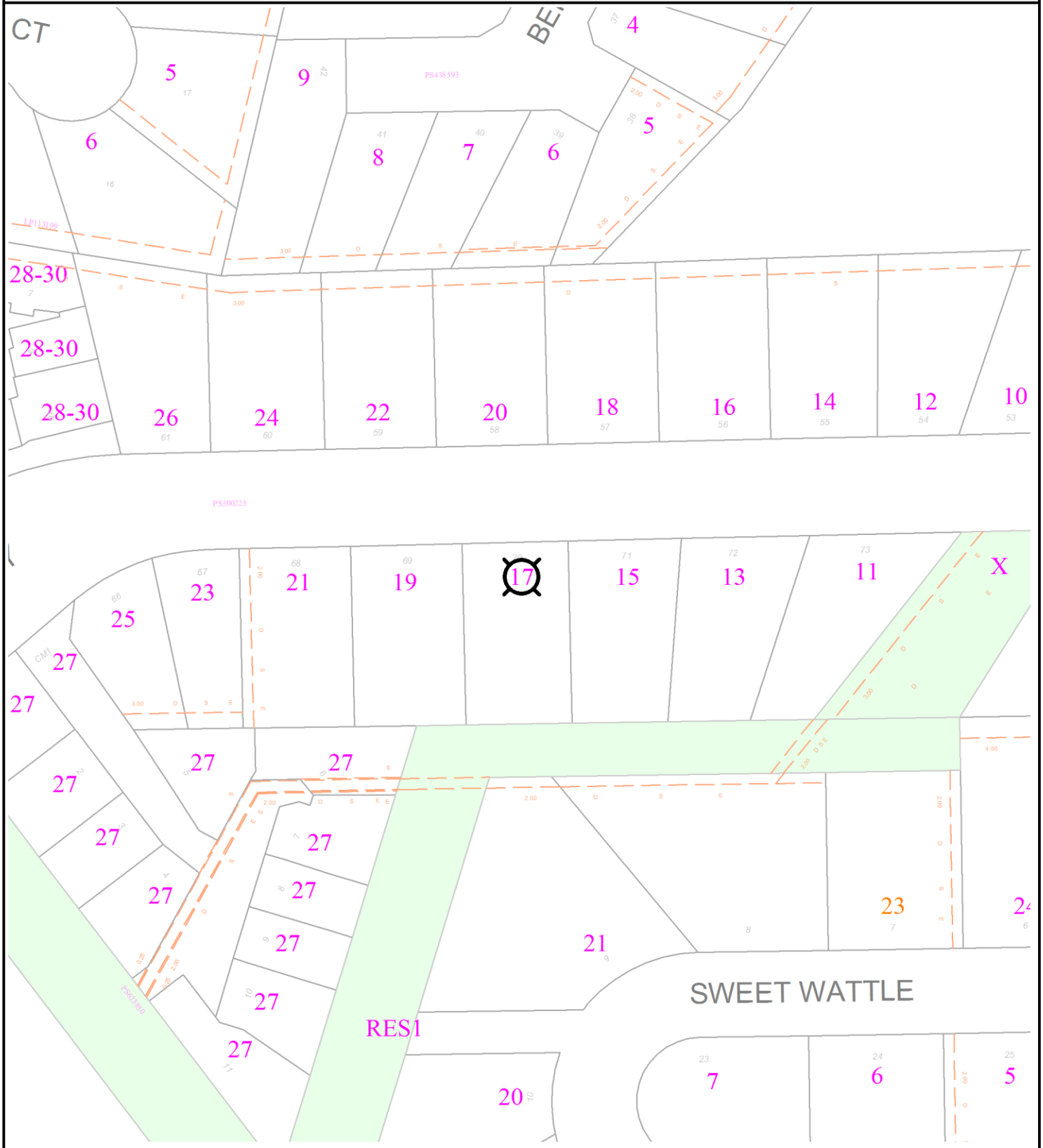
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 70 17 RUBY JOY DRIVE SOMERVILLE 3912

Case Number: 36094168

20 0 20 40
Scale in Metres

Date: 02APRIL2020




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
- 100 CICL 26.9.1975 — Recycled Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 — Offset from Boundary

# Residential tenancy agreement

***Residential Tenancies Act 1997* Section 26**
**Residential Tenancies Regulations 2008 – Schedule 1 Form 1**

**Note:** Enter text in spaces provided only. This form will be invalid if you remove or change any questions or other text.

### Important information

Please read this before completing the Residential Tenancy Agreement.

- This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 1997*, so please read all terms and conditions carefully.
- If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 **before signing** the Agreement.
- In the Agreement you can consent to the electronic service of notices and other documents to your nominated email address. You should only consent to electronic service if you check your emails regularly.
- Both the landlord and tenant should keep signed copies of the completed Agreement for future reference. The landlord must supply the tenant with a copy of the completed Agreement within 14 days of the tenant signing.
- This Agreement is printed on carbonless paper and will produce copies for both the landlord and tenant. To fill out the Agreement, place on a hard surface and write firmly. Do not fold the Agreement while writing.
- If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be **signed and dated** by both the landlord and tenant to show that both parties have read and agree to any attachments. Both the landlord and tenant should keep a copy of any attachments for future reference.
- The landlord must give the tenant a copy of *Renting a home: a guide for tenants* booklet at the start of each tenancy.
- When a bond is paid, the landlord and tenant must complete a Condition Report and both keep a copy for their records.

### Telephone Interpreter Service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81.

**Arabic** إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

**Turkish** İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve sizi bir Danışma Memuru ile görüştürmelerini isteyiniz.

**Vietnamese** Nếu quí vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

**Somali** Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha Fiktooriya tel: 1300 55 81 81.

**Chinese** 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話: 131 450 (祇花費一個普通電話費)，讓他們幫您接通維多利亞消費者事務處 (Consumer Affairs Victoria) 的信息官員，電話: 1300 55 81 81。

**Serbian** Ако вам је тешко да разумете енглески, назовите Службу преводилаца и тумача (Translating and Interpreting Service - TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

**Amharic** እንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 [በአካባቢ ጥሪ ሂሳብ] በመደወል በቪክቶሪያ ደንበኞች ጉዳይ ጽ/ቤት በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኝዎ መጠየቅ።

**Dari**
اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری وشفاهی (TIS) به شماره ۱۳۱ ۴۵۰ به قیمت مخابره محلی تماس بگیرید.
وبخواهید که شما را به کارمند معلومات دفتر امور مراجعین ویکتوریا به شماره ۱۳۰۰ ۵۵ ۸۱ ۸۱ ارتباط دهد.

**Croatian** Ako ne razumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje sdjelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

**Greek** Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

**Italian** Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il "Translating and Interpreting Service" (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

Information about renting is available in 24 languages at consumer.vic.gov.au/languages.

# Residential tenancy agreement

**Landlord's copy**

***Residential Tenancies Act 1997* Section 26**

**This agreement is made on the day of**

| Date: | 3 / 4 / 2019 |
|---|---|

**This agreement is between**

**LANDLORD**

| Name: | Kim Archer |
|---|---|
| Address: | 14 Brighton Crescent Mt Eliza |
| Postcode: | 3930 |
| ACN (if applicable): | |

**whose agent is (if applicable)**

| Name: | |
|---|---|
| Business address: | |
| Postcode: | |
| Telephone number: | |
| ACN (if applicable): | |

**and TENANT(S)**

| Name of TENANT 1: | Cary Fawcett |
|---|---|
| Current address: | 17 Ruby Joy Drive Somerville |
| Postcode: | 3912 |
| ACN (if applicable): | |
| Name of TENANT 2: | Sharon Fawcett |
| Current address: | 17 Ruby Joy Drive Somerville |
| Postcode: | 3912 |
| Name of TENANT 3: | |
| Current address: | |
| Postcode: | |
| Name of TENANT 4: | |
| Current address: | |
| Postcode: | |

## 1. Premises

The landlord lets the premises known as

| Address: | 17 Ruby Joy Drive Somerville |
|---|---|
| Postcode: | 3912 |

together with those items indicated in the Schedule
(strike out if not applicable)

## 2. Rent

| The rent amount is ($): | 375.00 Per week |
|---|---|
| Date first rent payment due: | / / |

Pay period

| Weekly: | 375 |
|---|---|
| Fortnightly: | |
| Monthly: | |
| Day of each month (e.g. 15th): | Friday |

Place of payment:

Bank Transfer

## 3. Bond

- The TENANT must pay the bond of $ amount specified below.
- In accordance with the *Residential Tenancies Act 1997*, the LANDLORD/agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving the bond.
- If the TENANT does not receive a bond receipt from the RTBA within 15 business days of handing over the bond money, they should telephone the RTBA on 1300 13 71 64.

| Bond amount ($): | $1400 Paid on 7/4/19 |
|---|---|
| Date bond payment due: | / / |

If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute must be listed here. This list is for reference only and will not be recognised by the RTBA.

| Name of TENANT | Bond amount ($) |
|---|---|
| | |
| | |
| | |
| | |

## 4. Period

| Fixed period: | |
|---|---|

| The period of the agreement commences on: | 7 / 4 / 19 |
|---|---|
| and ends on: | 7 / 4 / 20 |

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

| **OR** Periodic: | |
|---|---|

| The agreement will commence on: | 7 / 4 / 2019 |
|---|---|

and continue until terminated in accordance with the *Residential Tenancies Act 1997*.

## 4A. Consent to electronic service

(1) Express Consent

The TENANT:

(Check one box only)

| Consents to the electronic service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* at this email address: | |
|---|---|
| Email address: | cjfawcett10@gmail.com |
| Or | |
| Does Not Consent to the electronic service of notices and other documents. | |

The LANDLORD:

(Check one box only)

| | |
|---|---|
| Consents to the electronic service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* at this email address: | ✓ |
| Email address: | Kim.m.73@bigpond.com |
| Or | |
| Does Not Consent to the electronic service of notices and other documents. | |

(2) Inferred Consent

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

(3) Change of Electronic Address

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

(4) Withdrawal of Consent

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

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

## 5. Condition of the premises

The LANDLORD must:

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

(b) If the LANDLORD owns or controls the common areas, take reasonable steps to ensure that the common areas are maintained in good repair.

## 6. Damage to the premises

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

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

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

## 7. Cleanliness of the premises

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

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

## 8. Use of premises

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

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

## 9. Quiet enjoyment

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

## 10. Assignment or sub-letting

(a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.

(b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.

## 11. Residential Tenancies Act 1997

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

(b) For further rights and duties refer to the *Residential Tenancies Act 1997*.

**Schedule: A. Items let with the premises (if any); B. Additional terms (if any)**

This section lists any additional items and terms to this agreement. **The terms listed cannot take away any of the rights and duties included in the *Residential Tenancies Act 1997***. If you need extra space, please attach a separate sheet.

Both the LANDLORD and TENANT should sign and date any attachments.

Any additional terms must also comply with the Unfair Contract Terms provisions in the Australian Consumer Law (Victoria). Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit **www.consumer.vic.gov.au**.

Lease renewal

**Signatures**

**LANDLORD**

Signature of LANDLORD:

**Urgent repairs** emergency contact name and telephone number:

Kim 0413911738 OR Damen 0412230905

**TENANT(S)**

Signature of TENANT 1:

Signature of TENANT 2:

Signature of TENANT 3:

Signature of TENANT 4: