

Vendor's Statement

Important notice to purchasers

The vendor makes this Statement in relation to the Land in accordance with Section 32 of the *Sale of Land Act 1962* (Vic) (SLA). The vendor may sign by electronic signature.

The purchaser acknowledges receipt of this Statement with the relevant annexures before signing a contract of sale to purchase the Land.

Land: 17 Calder Road, Nangana, Vic 3781

Mark Christopher Shera Jones

Vendor



MADGWICKS
ABN 82 199 611 971

Level 6
140 William Street
Melbourne VIC 3000
Australia

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F: +61 3 9242 4777
E: madgwicks@madgwicks.com.au
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Vendor's Statement

1. Financial matters – outgoings and statutory charges

1.1 Details concerning any rates, taxes, charges or other similar outgoings affecting the Land (including and any interest payable on any part of them which is unpaid) for which the purchaser may become liable in consequence of the sale and of which the vendor might reasonably be expected to have knowledge (but excluding any GST payable in accordance with a contract of sale for the Land):

- (a) As set out in the certificates attached to this Vendor's Statement. The purchaser should note that the certificates relate to the parent title.
- (b) The purchaser should note that a result of the plan subdivision (boundary re-alignment) of the Property that registered in November 2024, there will be a supplemental valuation for rating purposes that will result in supplementary notices for Outgoings being issued in due course for the Property.
- (c) The purchaser should note that the purchaser will become liable from the date of settlement for all levies and charges in relation to the Property, including any supplementary rates notices, which cannot yet be quantified.
- (d) Any details regarding draft Outgoings supplied by the Vendor to the purchaser prior to registration of the plan of subdivision is provided for information purposes only and should not be relied upon as indicative of the figure of the relevant Outgoings after plan registration.

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

Except as set out in the attachments to this Vendor's Statement and the contract of sale for the Land, none to the vendor's knowledge.

1.3 The Land is not tax reform scheme land within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024 (Vic)* (**CIPT Act**).

1.4 The Australian Valuation Property Classification Code (**AVPCC**) most recently allocated to the Land is 530.

2. Land use

2.1 Details of any easement, covenant, caveat or other similar restriction (whether registered or unregistered) affecting the Land are set out in the attached copies of title documents and includes:

- (a) the easements existing over the Land by virtue of Section 98 of the *Transfer of Land Act 1958 (Vic)* and any easements or rights implied by Section 12 of the *Subdivision Act 1988 (Vic)*;

- (b) any encumbrances in favour of Yarra Valley Water;
- (c) any restrictions contained in any planning permit, as amended from time to time, including without limitation any requirement by Cardinia Shire Council;

Lease – Main House

Tenants: Marcus and Joan Chandler on a month-to-month basis.

Original Lease dated 6 October 2015

Expired on 23 April 2016

Lease – Cottage

Tenant: Louise Bartlett

Lease dated 15 October 2021 on a month-to-month agreement

Note: Sewers/drains (if any) may be laid outside registered easements.

- 2.2 Particulars of any existing failure to comply with the terms any easement, covenant, caveat or restriction (whether registered or unregistered) affecting the Land are:

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

- 2.3 The Land is in a designated bushfire-prone area within the meaning of regulations made under the *Building Act 1993* (Vic).

- 2.4 There is access to the Land by road.

- 2.5 Details of the planning scheme affecting the Land are contained in the attached certificate.

3. Notices

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

None to the best of the vendor's knowledge.

- 3.2 Particulars of any notices, property management plans, reports or order in respect of the Land issued by any 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 are as follows:

Not applicable.

- 3.3 Particulars of any notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act 1986* (Vic) are as follows:

Not applicable.

However, the purchaser should note that the vendor has no means of knowing of all decisions of public authorities and government departments affecting the Land unless communicated to the vendor.

4. Building Approvals

4.1 Particulars of any building permit granted during the preceding seven years under the *Building Act 1993* (Vic) in relation to a residence on the Land:

No such approvals have been granted.

4.2 Particulars of any owner-builder works undertaken during the period prescribed by the *Building Act 1993* (Vic).

No such works have been undertaken.

5. Owners Corporation

5.1 The Land is not affected by an owners corporation within the meaning of the *Owners Corporation Act 2006* (Vic).

6. Services

The following services are NOT connected to the Land:

- (a) Gas supply;
- (b) Water supply (tanks only); and
- (c) Sewerage

7. Title

7.1 Copies of the following documents are attached to this Vendor's Statement:

- (a) Register search statement and the document, or part of a document, referred to as the diagram location in the register search statement that identifies the Land and its location for Certificate of Title Volume 12584 Folio 806
 - (b) Plan of Subdivision Number PS 916946E
 - (c) Property Planning Report
 - (d) Planning Certificate
-

- (e) Cardinia Shire Council Land Information Certificate x 2
- (f) Yarra Valley Water Certificate
- (g) Land Tax & Windfall Gains Tax Clearance Certificate
- (h) SRO GAIC Certificate
- (i) Building Certificate 1
- (j) EPA Certificate
- (k) VicRoads Certificate
- (l) Due Diligence Checklist

Signing page

Vendor:

Mark Christopher Shera Jones

Vendor's signature

x Mark Jones

Date of signing

3/3/2025

Purchaser

Purchaser's signature

Date of signing

Purchaser

Purchaser's signature

Date of signing

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.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

VOLUME 12584 FOLIO 806

Security no : 124121773943W
Produced 05/02/2025 03:29 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 916946E.
PARENT TITLES :
Volume 09495 Folio 346 Volume 09759 Folio 768
Created by instrument PS916946E 22/11/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARK CHRISTOPHER SHERA JONES of 61 CALDER ROAD NANGANA VIC 3781
PS916946E 22/11/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL523123A 28/11/2014
COMMONWEALTH BANK OF AUSTRALIA

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 PS916946E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS916946E (B)	PLAN OF SUBDIVISION	Registered	22/11/2024

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

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

Street Address: 17 CALDER ROAD NANGANA VIC 3781

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 22/11/2024

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS916946E
Number of Pages (excluding this cover sheet)	2
Document Assembled	05/02/2025 15:29

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

<h1>PLAN OF SUBDIVISION</h1>	EDITION 1	<h1>PS 916946 E</h1>
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<p>LOCATION OF LAND</p> <p>PARISH: Nangana TOWNSHIP: --- SECTION: --- CROWN ALLOTMENT: 61B (Part) & 61C (Part) CROWN PORTION: --- TITLE REFERENCE: Vol. 9495 Fol. 346 & Vol. 9759 Fol. 768</p> <p>LAST PLAN REFERENCE: Lot 1 on TP 485734 F & Lot 1 on TP 711109 A</p> <p>POSTAL ADDRESS: 17 Calder Road, NANGANA 3781 (at time of subdivision)</p> <p>MGA CO-ORDINATES: E: 371 660 ZONE: 55 (of approx centre of land in plan) N: 5 806 180 GDA 2020</p>	<p>Council Name: Cardinia Shire Council</p> <p>Council Reference Number: S24-062 Planning Permit Reference: T230315 SPEAR Reference Number: S230252P</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Statement of Compliance</p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Fiona Shadforth for Cardinia Shire Council on 16/07/2024</p>
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VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	Lot 2 is not the subject of this survey. Dimensions are based on Title only.
NIL	NIL	
NOTATIONS		
DEPTH LIMITATION: 15.24m Below the surface		
<p>SURVEY: This plan is based on PARTIAL survey.</p> <p>STAGING: This is not a staged subdivision. Planning Permit No. T2303156 PA</p> <p>This survey has been connected to permanent marks No(s). 39, 62 & 63</p> <p>In Proclaimed Survey Area No. ---</p>		

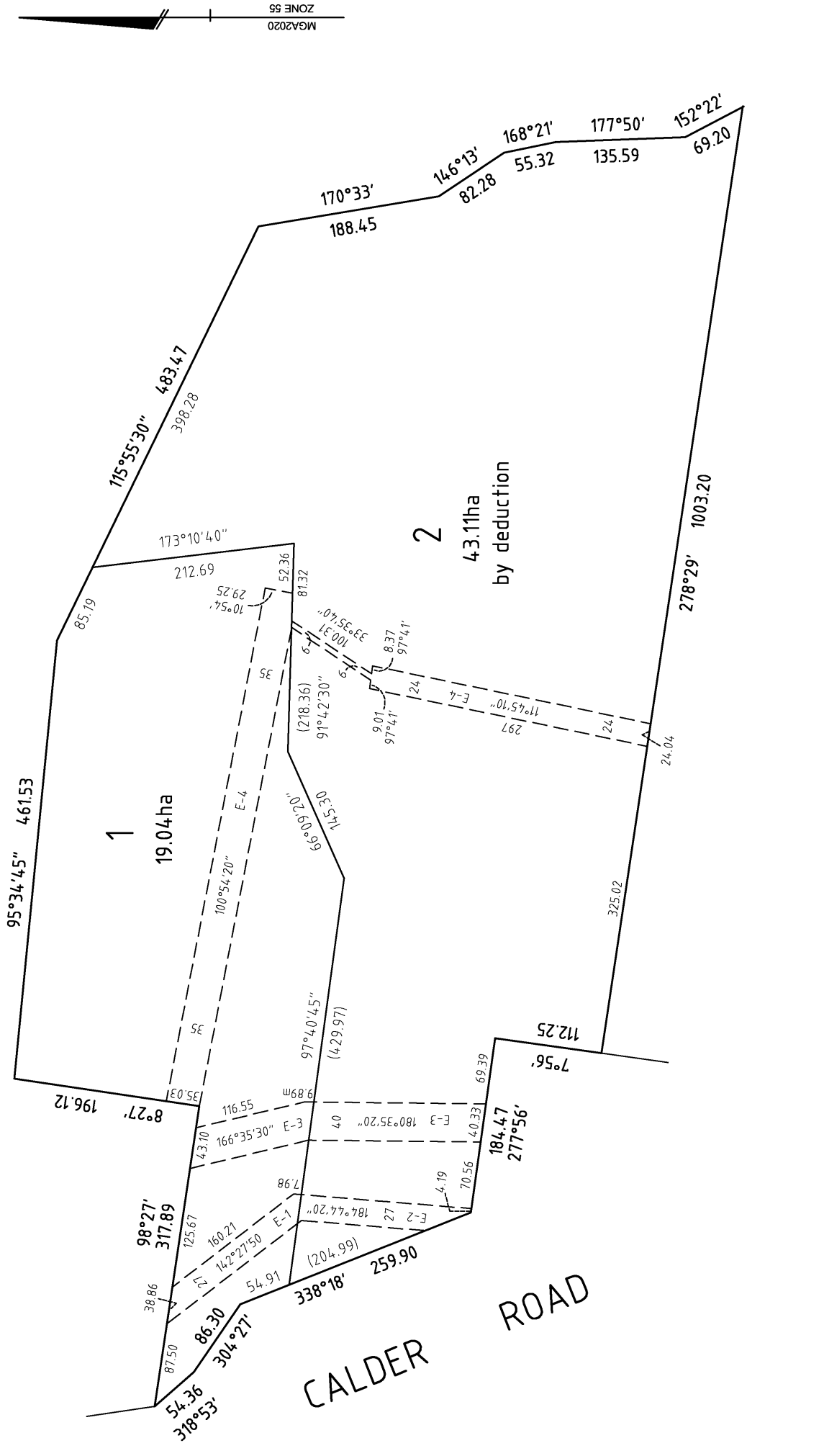
EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Gas Supply	27	Inst. K398323	Gas and Fuel Corporation
E-2	Gas Supply	27	Inst. K196542	Gas and Fuel Corporation
E-3	Drainage & Waterway	40	This Plan	Melbourne Water Corporation
E-4	Power Line - Overhead	See Plan	This Plan - Section 88 Electricity Industry Act 2000	AusNet Electricity Services Pty. Ltd.

<p>NOBELIUS LAND SURVEYORS</p> <p>P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 mail@nobelius.com.au</p>	<p>SURVEYORS FILE REF: 21187</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 2</p>
	<p>Digitally signed by: Benjamin Stephen Nobelius, Licensed Surveyor, Surveyor's Plan Version (A), 26/06/2024, SPEAR Ref: S230252P</p>		<p>Land Use Victoria Plan Registered 02:28 PM 22/11/2024 Assistant Registrar of Titles</p>

PS 916946 E



NOBELIUS LAND SURVEYORS P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 mail@nobelius.com.au	SCALE 1:4000	ORIGINAL SHEET SIZE: A3	SHEET 2
	Digitally signed by: Benjamin Stephen Nobellius, Licensed Surveyor, Surveyor's Plan Version (A), 26/06/2024, SPEAR Ref: S230252P		

From www.planning.vic.gov.au at 28 February 2025 12:18 PM

PROPERTY DETAILS

Address: **17 CALDER ROAD NANGANA 3781**
 Lot and Plan Number: **Lot 1 PS916946**
 Standard Parcel Identifier (SPI): **1\PS916946**
 Local Government Area (Council): **CARDINIA**
 Council Property Number: **5000036783**
 Planning Scheme: **Cardinia**
 Directory Reference: **Melway 310 F3**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
 Legislative Assembly: **MONBULK**

OTHER

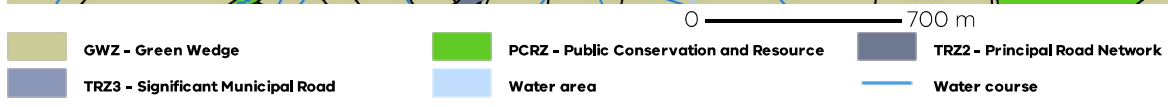
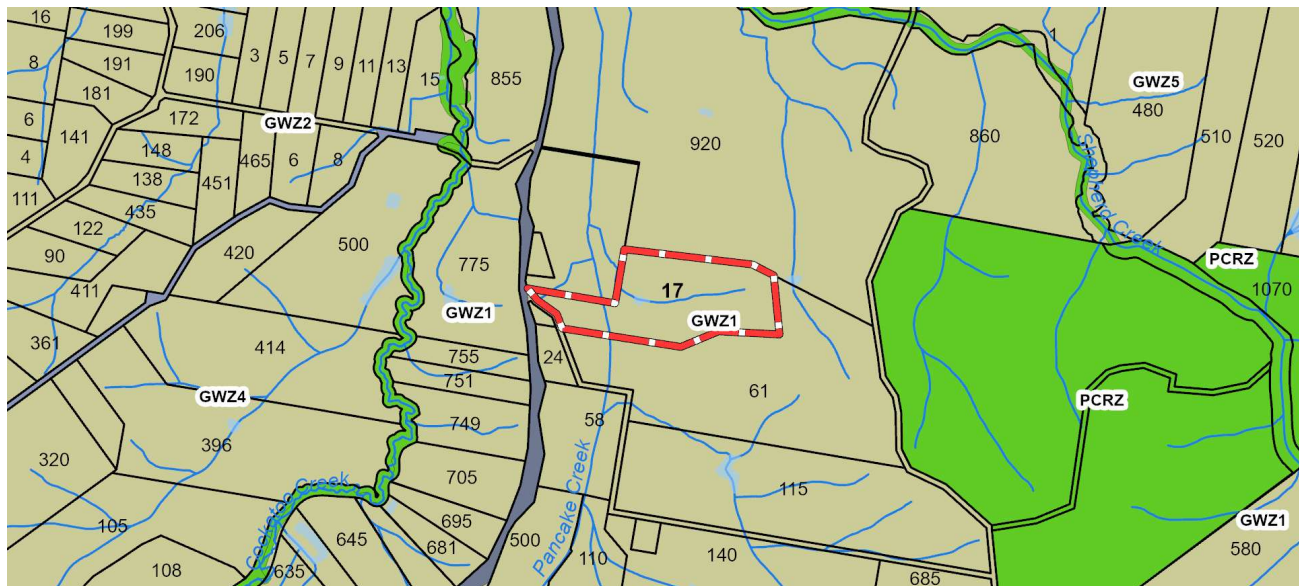
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GREEN WEDGE ZONE \(GWZ\) \(CARDINIA\)](#)

[GREEN WEDGE ZONE - SCHEDULE 1\(GWZ1\) \(CARDINIA\)](#)



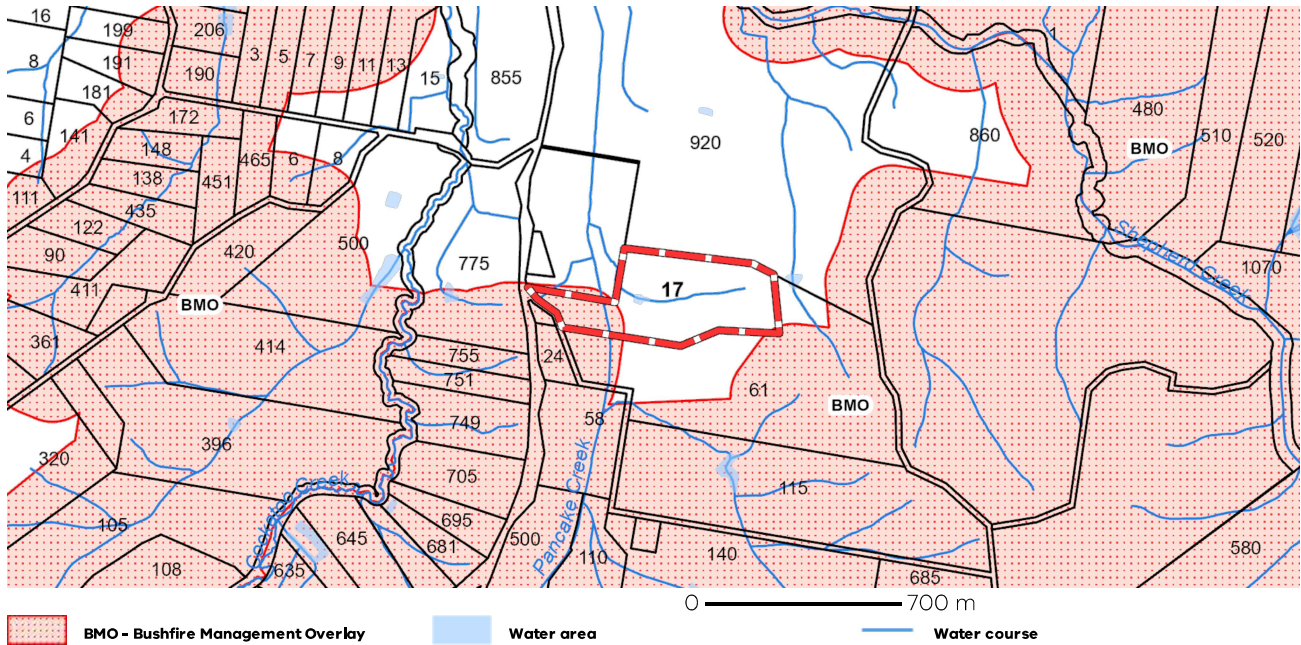
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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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 Overlays

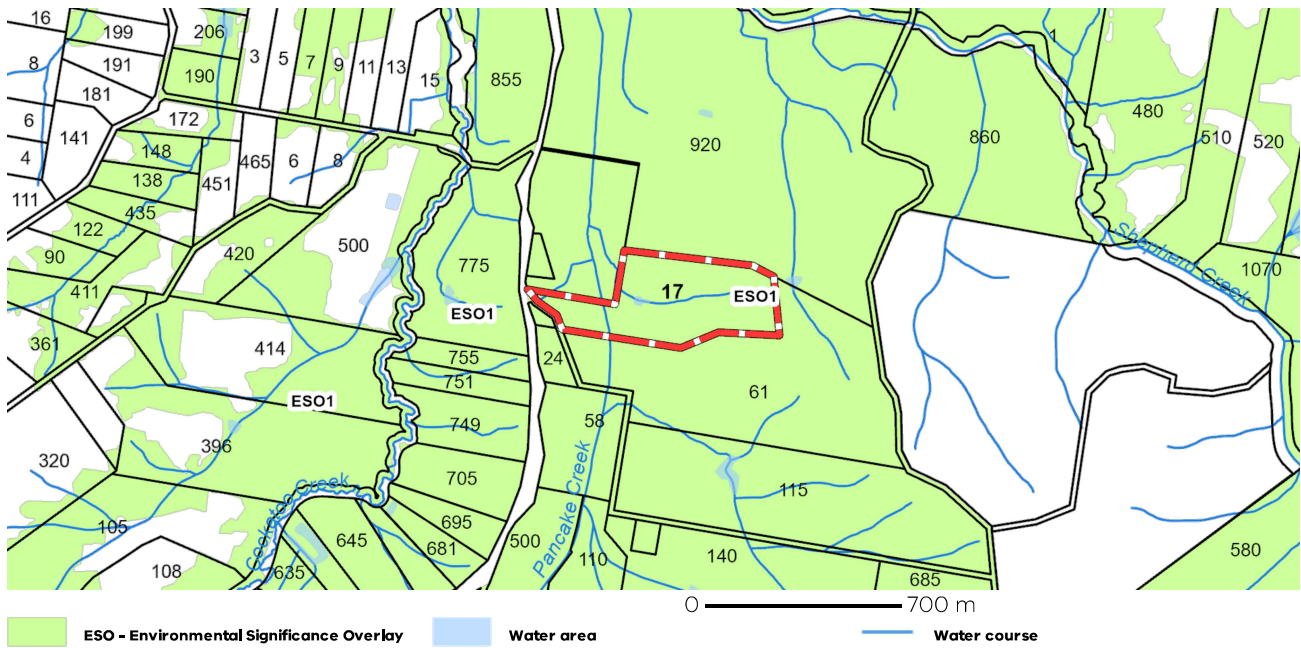
BUSHFIRE MANAGEMENT OVERLAY (BMO) (CARDINIA)



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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO) (CARDINIA)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1) (CARDINIA)



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

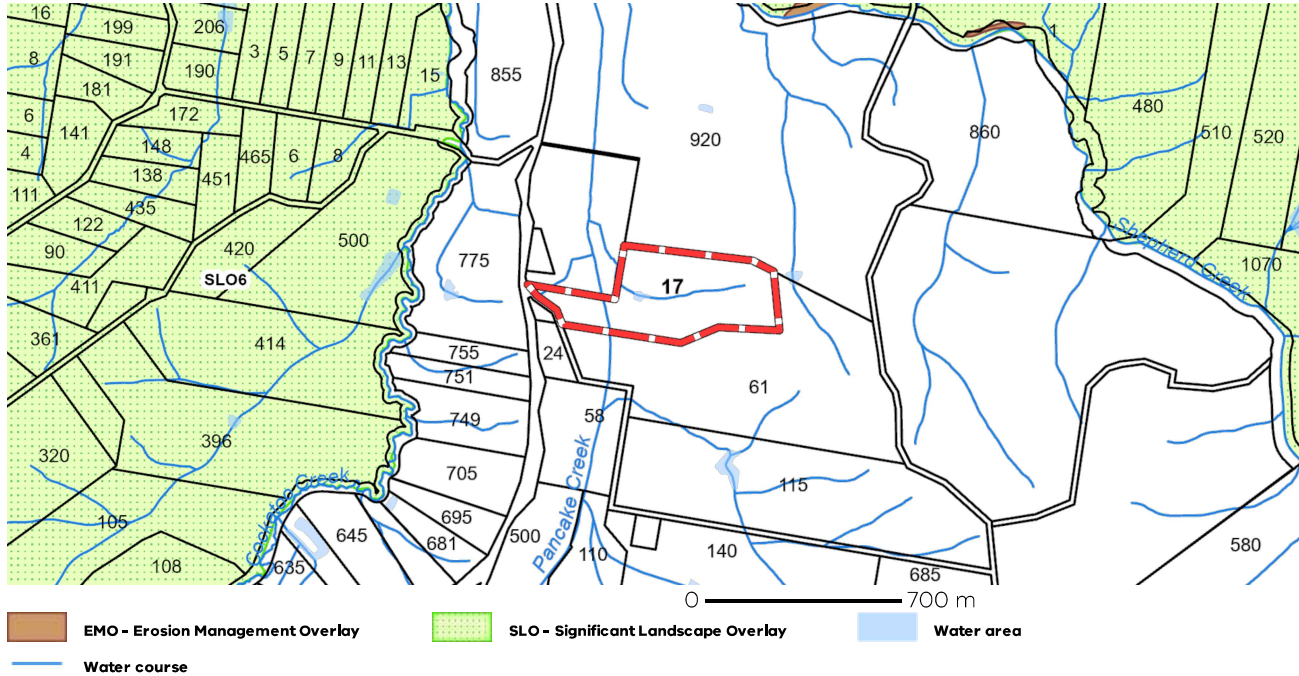
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[EROSION MANAGEMENT OVERLAY \(EMO\) \(YARRA RANGES\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\) \(YARRA RANGES\)](#)



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.

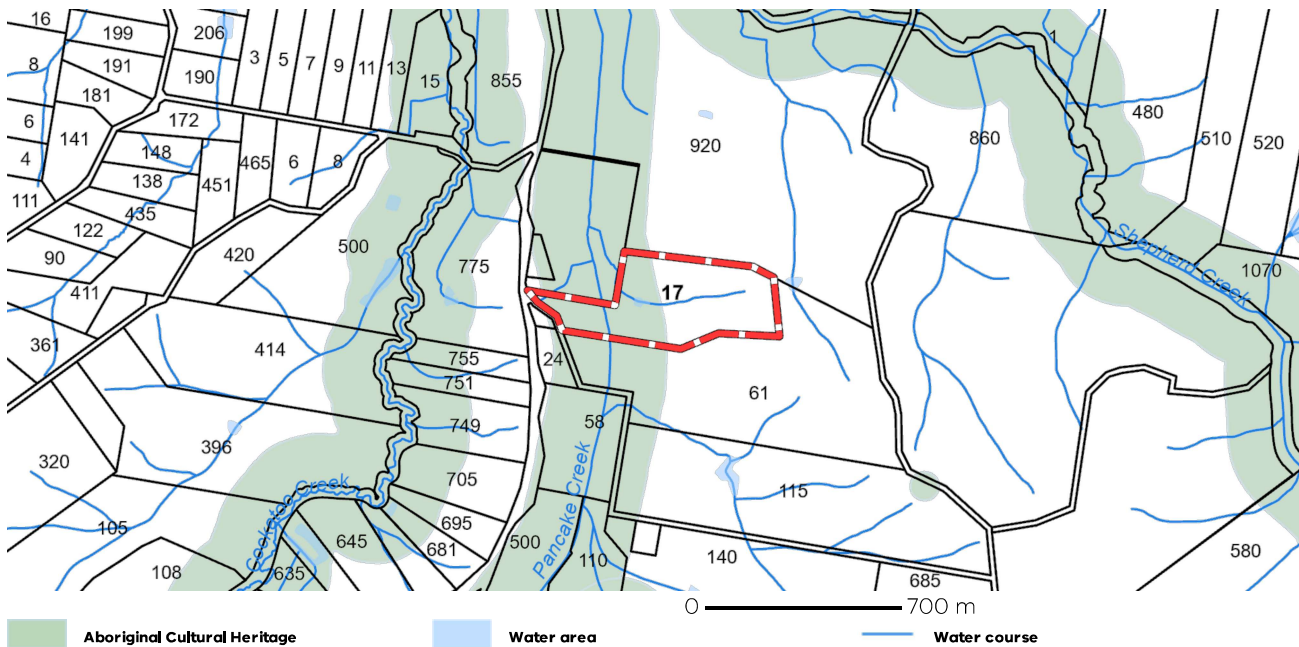
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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.oav.nrms.net.au/oavQuestion1.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>



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Further Planning Information

Planning scheme data last updated on 27 February 2025.

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>

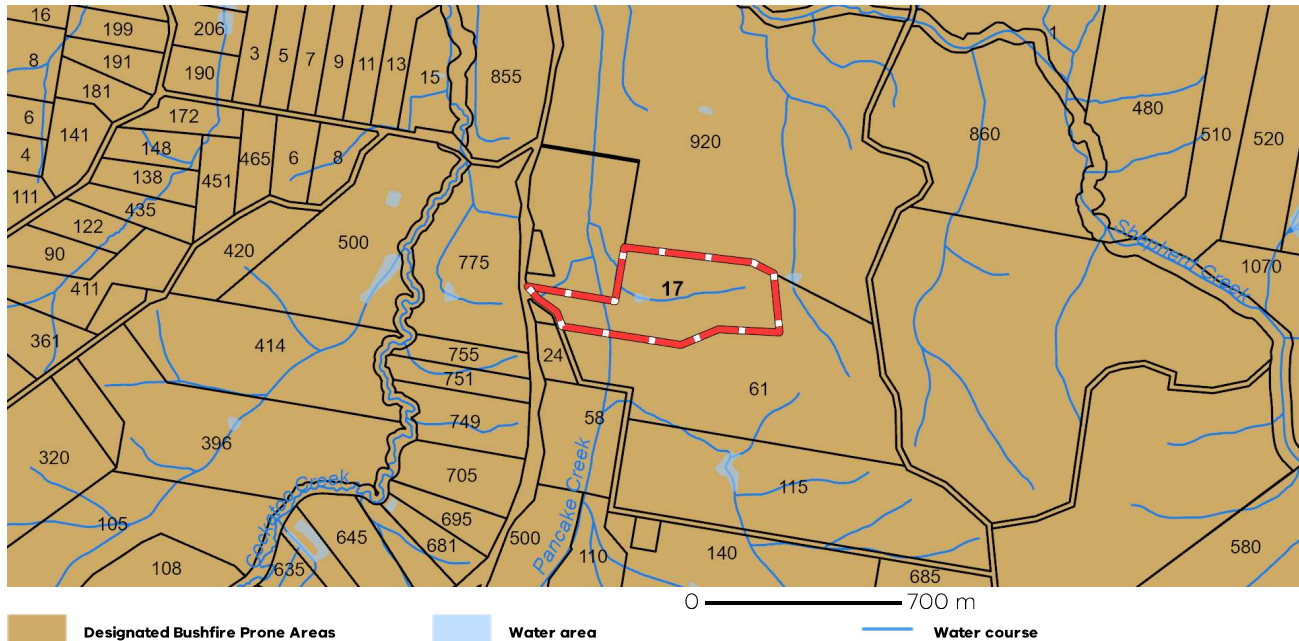
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

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

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

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

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1107549

APPLICANT'S NAME & ADDRESS

MADGWICKS LAWYERS C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

JONES, MARK CHRISTOPHER SHE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

381085

This certificate is issued for:

LOT 1 PLAN PS916946 ALSO KNOWN AS 17 CALDER ROAD NANGANA
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GREEN WEDGE ZONE - SCHEDULE 1
- is within a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1
and a BUSHFIRE MANAGEMENT OVERLAY
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/cardinia>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

05 February 2025

Sonya Kilkenny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

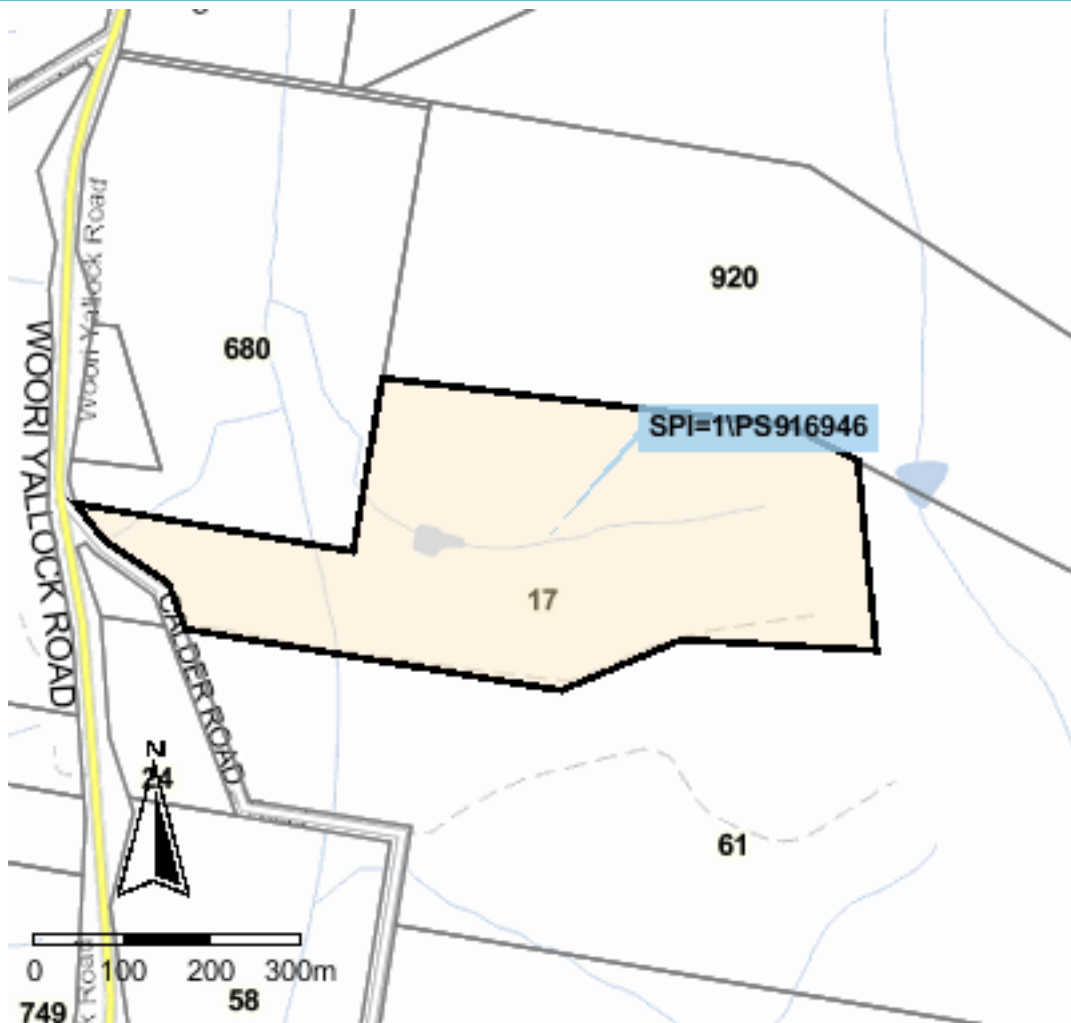
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

**LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021**



Madgwicks Lawyers c/InfoTrack c/Landata
DX 250639
Melbourne

CERTIFICATE NO: 83521
APPLICANT REFERENCE: 75743270-013-7
DATE: 6/02/2025

This certificate PROVIDES information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law or by law of the Council.

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 Council or the relevant Authority.
A fee may be charged for such information.

ASSESSMENT NO:	5000006898	VALUATIONS	
PROPERTY LOCATION:	Calder Rd	SITE VALUE:	995000
	Nangana 3781	CAPITAL IMPROVED VALUE:	1595000
TITLE DETAILS:	L1 TP711109 CA 61C	NET ANNUAL VALUE:	79750
		LEVEL OF VALUE DATE:	01/01/24
		OPERATIVE DATE:	01/07/24

PROPERTY RATES & CHARGES

Rates and charges for the financial year ending 30 June 2025

<u>RATES & CHARGES</u>	<u>LEVIED</u>	<u>BALANCE</u>
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$2,517.07	\$1,258.31
INTEREST		\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$724.77	\$362.39
GARBAGE	\$361.70	\$180.84
GREEN WASTE LEVY	\$0.00	\$0.00

SPECIAL RATES /SPECIAL CHARGES

<u>SCHEME NAME</u>	<u>ESTIMATED AMOUNT</u>	<u>PRINCIPAL BALANCE</u>	<u>INTEREST BALANCE</u>
		\$0.00	\$0.00
		TOTAL SCHEME BALANCE	\$0.00

OPEN SPACE CONTRIBUTION

TOTAL OUTSTANDING **\$1,801.54**



Bill code: 858944
Reference: 50000068986

LOT 1 PS916946E NOT YET SEPARATELY ASSESSED SUBJECT TO SUPPLEMENTARY RATE AND VALUATION. Please note this property has 2 Parent Assessments. The other Assessment being AN: 2148500100.

**LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021**

Calder Rd
Nangana
L1 TP711109 CA 61C

NOTICES AND ORDERS

Other Notices or Orders on the land that have been served by Council under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

OPEN SPACE CONTRIBUTION

Any outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958:

FLOOD LEVEL

A flood level has not been designated under the Building Regulations 1994.
Advice on whether a flood level has been determined, which affects the property, should be sought from Melbourne Water.

POTENTIAL LIABILITIES


Notices and Orders issued as described above:

Other:

ADDITIONAL INFORMATION

In accordance with Section 175 of the Local Government Act a person who becomes the owner of rateable land must pay any rate or charge on the land which is due and payable at the time the person becomes the owner of the land.

I acknowledge having received the sum of \$29.70 being the fee for this certificate.

Delegated Officer: 

**CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.
PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.**

**LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021**



Madgwicks Lawyers c/InfoTrack c/Landata
DX 250639
Melbourne Vic 3001

CERTIFICATE NO: 83817
APPLICANT REFERENCE: 75973273-014-2
DATE: 27/02/2025

This certificate PROVIDES information regarding valuations, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law or by law of the Council.

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 Council or the relevant Authority.
A fee may be charged for such information.

ASSESSMENT NO: 2148500100	VALUATIONS	
PROPERTY LOCATION: 17 Calder Rd	SITE VALUE:	1040000
Nangana 3781	CAPITAL IMPROVED VALUE:	1460000
TITLE DETAILS: L1 LP128370	NET ANNUAL VALUE:	73000
	LEVEL OF VALUE DATE:	01/01/24
	OPERATIVE DATE:	01/07/24

PROPERTY RATES & CHARGES

Rates and charges for the financial year ending 30 June 2025

<u>RATES & CHARGES</u>	LEVIED	BALANCE
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$3,071.99	\$1,535.73
INTEREST		\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$686.02	\$343.00
GARBAGE	\$688.70	\$344.34
GREEN WASTE LEVY	\$128.70	\$64.34

SPECIAL RATES /SPECIAL CHARGES

SCHEME NAME	ESTIMATED AMOUNT	PRINCIPAL BALANCE	INTEREST BALANCE
		\$0.00	\$0.00
		TOTAL SCHEME BALANCE	\$0.00

OPEN SPACE CONTRIBUTION

TOTAL OUTSTANDING **\$2,287.41**



Bill code: 858944
Reference: 21485001008

LOT 1 PS916946E NOT YET SEPARATELY ASSESSED SUBJECT TO SUPPLEMENTARY RATE AND VALUATION. Please note this property has 2 Parent Assessments. The other Assessment being AN: 5000006898.

**LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021**

17 Calder Rd
Nangana
L1 LP128370

NOTICES AND ORDERS

Other Notices or Orders on the land that have been served by Council under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

OPEN SPACE CONTRIBUTION

Any outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision of Land Act 1988 or the Local Government Act 1958:

FLOOD LEVEL

A flood level has not been designated under the Building Regulations 1994.
Advice on whether a flood level has been determined, which affects the property, should be sought from Melbourne Water.

POTENTIAL LIABILITIES


Notices and Orders issued as described above:

Other:

ADDITIONAL INFORMATION

In accordance with Section 175 of the Local Government Act a person who becomes the owner of rateable land must pay any rate or charge on the land which is due and payable at the time the person becomes the owner of the land.

I acknowledge having received the sum of \$29.70 being the fee for this certificate.

Delegated Officer: 

**CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER ISSUE DATE.
PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.**

5th February 2025

Madgwicks Lawyers C/- InfoTrack C/- LANDATA
LANDATA

Dear Madgwicks Lawyers C/- InfoTrack C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	17 CALDER ROAD NANGANA 3781
Applicant	Madgwicks Lawyers C/- InfoTrack C/- LANDATA LANDATA
Information Statement	30916152
Conveyancing Account Number	7959580000
Your Reference	381085

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	17 CALDER ROAD NANGANA 3781
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	17 CALDER ROAD NANGANA 3781
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

The Pancake Creek is located within the western portion of the property. Melbourne Water has responsibility for the management and control of the bed and banks of this waterway to the extent necessary to carry out its functions under the Water Act 1989. For further information contact Melbourne Water on 9679 7517

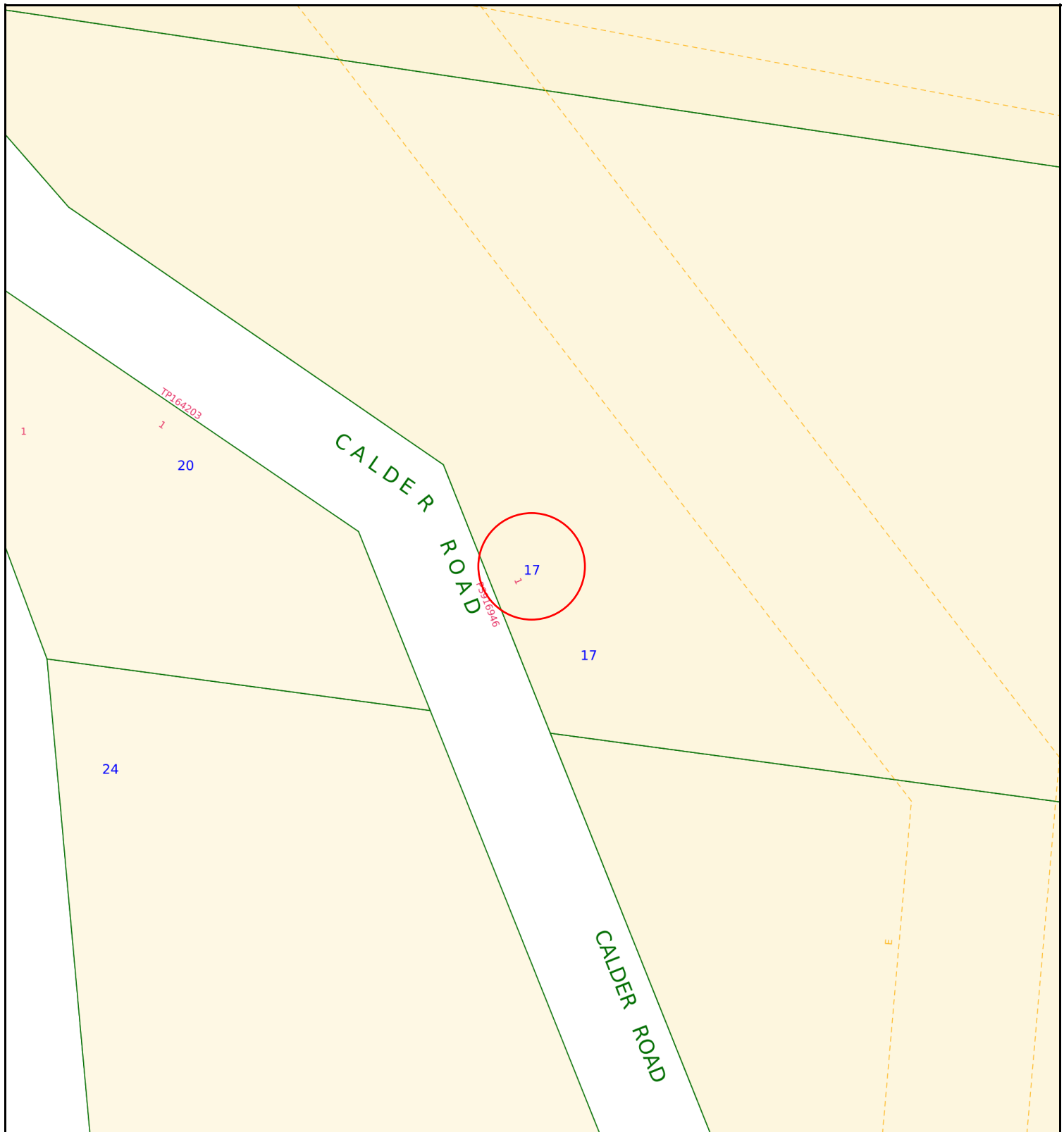
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 9679 7517.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30916152**

Address	17 CALDER ROAD NANGANA 3781	
Date	05/02/2025	
Scale	1:1000	

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42 MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole	MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow	MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00> MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch		

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Madgwicks Lawyers C/- InfoTrack C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6983080698
Rate Certificate No: 30916152

Date of Issue: 05/02/2025
Your Ref: 381085

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
17 CALDER RD, NANGANA VIC 3781	1\PS916946	1433344	Residential

Agreement Type	Period	Charges	Outstanding
Drainage Fee	01-01-2025 to 31-03-2025	\$16.52	\$16.52
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$16.52



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
- Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1433344

Address: 17 CALDER RD, NANGANA VIC 3781

Water Information Statement Number: 30916152

HOW TO PAY



Bill Code: 314567
Ref: 69830806981

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / MADGWICKS LAWYERS

Your Reference: 055632

Certificate No: 83292638

Issue Date: 06 FEB 2025

Enquiries: TVD0

Land Address: 17 CALDER ROAD NANGANA VIC 3781

Land Id	Lot	Plan	Volume	Folio	Tax Payable
6119176	1	916946	12584	806	\$5,659.39

Vendor: MARK JONES

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR MARK CHRISTOPHER SHERA JONE	2025	\$1,040,000	\$5,659.39	\$0.00	\$5,659.39

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

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$1,460,000

SITE VALUE (SV): \$1,040,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE: \$5,659.39**

Notes to Certificate - Land Tax

Certificate No: 83292638

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$5,010.00

Taxable Value = \$1,040,000

Calculated as \$4,650 plus (\$1,040,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$14,600.00

Taxable Value = \$1,460,000

Calculated as \$1,460,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 83292638

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: 83292638

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MADGWICKS LAWYERS

Your Reference: 055632

Certificate No: 83292638

Issue Date: 06 FEB 2025

Enquires: TVD0

Land Address: 17 CALDER ROAD NANGANA VIC 3781

Land Id	Lot	Plan	Volume	Folio	Tax Payable
6119176	1	916946	12584	806	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
530	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$1,460,000

SITE VALUE: \$1,040,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 83292638

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MADGWICKS LAWYERS

Your Reference: 055632

Certificate No: 83292638

Issue Date: 06 FEB 2025

Land Address: 17 CALDER ROAD NANGANA VIC 3781

Lot	Plan	Volume	Folio
1	916946	12584	806

Vendor: MARK JONES

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 83292638

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY




Billers Code: 416073
Ref: 83292631

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: 83292631

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Contact Name Paul Smith
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: 75743270-010-6

11 February 2025

Madgwicks Lawyers

c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

17 Calder Road, Nangana (Volume 12584 Folio 806) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 05 February 2025 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987*(PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at www.sro.vic.gov.au

For further details regarding GAIC, please visit the SRO website or telephone 13 21 61.

Yours sincerely,

Paul Smith

Paul Smith
Customer Service Officer
Land Revenue Administration

PROPERTY INFORMATION CERTIFICATE
Building Regulations 2018
Regulation 51(1)



10 February 2025

Property number 5000036783
Your reference 75743270-014-4
Receipt number -

Madgwicks Lawyers C/- InfoTrack c/o LANDATA

Land (property) Address: 17 Calder Rd, Nangana VIC 3781

Building Permits or certificates of final inspection issued by the relevant Building Surveyor for the construction on the property during the last 10 years are as follows:

Permit No:	Permit Issue Date:	Final Certificate Date:
N/A	N/A	N/A
Details of Build:		
Building Surveyor:		
N/A		

Please note that Council is unaware of any current statement(s) issued under the Building Act 1993 and Building Regulations 2018 Notices or Orders currently against the property.

Outstanding building related orders or Notices pertaining to the Building Act 1993: -

Type	Issue Date	Details
N/A		

Residential Notes:

- As of 1 December 2019, all pools and spas must be registered with Council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.
- The Building Regulations also require working Smoke Alarms to be installed within all residential buildings. Fines or prosecution may result if these legal requirements are not satisfied.
- As of the 11 March 2009 all building works for Class1, Class 2, Class 3 and associated 10a buildings must comply with the Bushfire protection requirements of the Building Code of Australia as required by the Bushfire construction Regulations 2018.

Note: This summary is an extract of Council's records only made at the date the information is provided. The information provided does not guarantee the status of the building. An inspection has not been specifically conducted because of your enquiry. The reply provided has been prepared as accurately as possible as at the date of the reply, from information currently available to Council. Council accepts no liability for any omissions or errors contained in the information supplied. Where any doubt or concern is raised professional advice should be sought.

Yours sincerely

Lisa Fuss
For and on Behalf of
Municipal Building Surveyor

Extract of EPA Priority Site Register

Page 1 of 2

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 17 CALDER ROAD

SUBURB: NANGANA

MUNICIPALITY: CARDINIA

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 310 Reference H3
Melways 40th Edition, Street Directory, Map 310 Reference H2
Melways 40th Edition, Street Directory, Map 310 Reference G3
Melways 40th Edition, Street Directory, Map 310 Reference G2
Melways 40th Edition, Street Directory, Map 310 Reference F3
Melways 40th Edition, Street Directory, Map 310 Reference F2

DATE OF SEARCH: 5th February 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available

[Extract of Priority Sites Register] # 75743270 - 75743270152748
'381085'

Extract of EPA Priority Site Register

on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Madgwicks Lawyers C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 381085

NO PROPOSALS. As at the 5th February 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

17 CALDER ROAD, NANGANA 3781
SHIRE OF CARDINIA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 5th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75743270 - 75743270152748 '381085'

RESIDENTIAL TENANCY AGREEMENT



This agreement is made on the: 6th October 2015
This agreement is between LANDLORD: Mark JONES

Whose agent is: Dudley Developments P.L. T/A Stockdale & Leggo Real Estate
3A Kilvington Drive Emerald 3782
Ph: 5968 3933 FAX: 5968 5959

And TENANT(S) Name of TENANT 1: Joan CHANDLER
Current Address: 23 Doongalla Rd, The Basin
Name of TENANT 2: Marcus CHANDLER
Current Address: 23 Doongalla Rd, The Basin

Residential Tenancy Agreement Residential Tenancies Act 1997 Section 26

1. Premises: The landlord lets the premises known as: 17 Calder Road Cockatoo/Nangana

2 Rent: The rental amount is \$1604.00 per calendar month, always in advance
The date first rental payment is due is on/before 24/10/2015
Pay period monthly, rent due on/before 24th of every month

Payment Options

- Option 1: Cash/Money order/Bank cheque - 3A Kilvington Drive Emerald .
- Option 2: Internet Banking (See Property Manager).
- Option 3: Direct Debit - Contact your banking institution to arrange this.

3. Bond: * The TENANT must pay the bond 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 9627 6143.

Bond Amount: \$1604.00 to be paid on or before 24th October 2015
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.

Name of TENANT	Bond Amount
_____	\$ _____
_____	\$ _____

4. Period

Fixed period: The period of the agreement commences on the 24th October 2015
and ends on 23th April 2016

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

Tenant's signatures:

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

7. CLEANLINESS OF THE PREMISES

- (a) The LANDLORD must ensure that the premises are in 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 reasonably clean condition during the period of the 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 make sure 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 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*

ADDITIONAL SPECIAL CONDITIONS

The tenants agree with the landlord that during the term of their tenancy they will:-

1. Pay to the agent the sum of \$15.00 for bank charges incurred if the tenant makes any payment by cheque that is not passed for payment by the tenants bank on the first presentation.
2. Have carpets professional cleaned upon vacating and provide proof by way of receipt
3. The TENANTS acknowledge that the commencement date of this lease is dependent upon the current tenant vacating by the due date.
4. The TENANTS are not to smoke, or allow visitors to smoke inside the house
5. The TENANTS have permission from the landlord to keep one dog, as per application, outdoors at the premises. If there is any evidence of damage by the dog at the property this is to be rectified by the tenants at their expense. No other animals/pets to be kept at the property without written permission from the Landlord.
6. The TENANTS accept full responsibility to keep their dog contained within the house block at all times.
7. The TENANTS agree to keep the gardens/grounds in neat and tidy condition at all times.
8. The TENANTS agree to check the smoke alarm once per month, replace batteries at change to daylight saving time, or whenever necessary, notify the agent if smoke alarm is faulty
9. The TENANTS agree and understand they are not permitted to have cats at the property at any time

IMPORTANT

28 DAYS NOTICE IS REQUIRED IF YOU ARE INTENDING TO VACATE YOUR PROPERTY –

This applies even if:

1. Your lease is to finish and you intend to vacate at the expiration of your lease.
2. You are on a month to month basis as your lease has finished – THE ORIGINAL TERMS OF YOUR TENANCY ARE STILL THE SAME

THERE ARE NO EXCEPTIONS – 28 DAYS NOTICE OF VACATING IS REQUIRED AND ENFORCED.

N.B: RENT IS PAYABLE TO THE DATE YOU RETURN YOUR KEYS

BREAKING OF LEASE AGREEMENT

If breaking your lease you will be responsible for the rent until the property is re-let to a suitable tenant. You will also have to pay a pro-rata LETTING FEE which will vary depending on the situation. PLEASE MAKE AN APPOINTMENT WITH YOUR PROPERTY MANAGER TO DISCUSS THE SITUATION.

Urgent repairs emergency telephone number: 5968 3933

Signed by the AGENT: Eriannel
On behalf of the Landlord

Signature of TENANT 1: [Signature]

Tenant:

Signature of TENANT 2: 

Dudley Developments Pty Ltd
Stockdale & Leggo

Residential Tenancy Agreement

Residential Tenancies Act 1997

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 Helpline on 1300 55 81 81 before signing the agreement.
- Both the landlord and the 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.
- Copies of this Agreement will be produced for both the landlord and the tenant.
- The Landlord must give the tenant a copy of the Renting a Home: A Guide for Tenants and Landlords 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.

Tenant's Signature: 

Ranges First National Real Estate

1-5 Bayview Road,
Belgrave, VIC 3160

P: 97546111

ABN: 34493739706



**first
national**
REAL ESTATE

Ranges

Residential Rental Agreement

for

17 Calder Road, Cottage VIC 3781

This agreement is between **Mark Jones**
and **Louise Bartlett**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Residential Tenancies Regulations 2020 Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Fri 15/10/2021

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

17 Calder Road, Cottage VIC

Postcode 3781

3. Rental provider details

Full name or company name of rental provider

Mark Jones

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Ranges First National Real Estate

Address

1-5 Bayview Road, Belgrave, VIC

Postcode 3160

Phone number

97546111

ACN (if applicable)

613858772

Email address

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

Fixed term agreement Start date

(this is the date the agreement starts and you may move in)

End date

Periodic agreement (monthly) Start date

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$)
(payable in advance)

To be paid per week fortnight calendar month

Day rent is to be paid (e.g. each
Thursday or the 11th of each
month)

Date first rent payment due

7. Bond

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

Date bond payment due

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:	083125
Account:	298862382
Account name:	Ranges First National
Bank Reference:	0418795821

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

Yes No

Mark Culley: rentals@rangesfn.com.au

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 Yes No

Louise Bartlett: lkbartlett7@gmail.com

Renter 2 Yes No

Renter 3 Yes No

Renter 4 Yes No

10. Urgent repairs

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

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

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

Emergency contact name

Meaghan Dolphin

Emergency phone number

9754 6111

Emergency email address

meaghand@rangesfn.com.au

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

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

Part C – Safety related activities

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

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

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

17 Swimming pool barrier safety activities

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

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

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

18 Relocatable pool safety activities

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

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

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

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

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

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

31. Additional terms (if any)

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

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

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act Ranges First National Real Estate will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Ranges First National Real Estate subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or Ranges First National Real Estate may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Ranges First National Real Estate may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

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

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

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

34. Availability of Premises

Ranges First National Real Estate will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

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

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Ranges First National Real Estate should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

36. Contents Insurance

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

37. Use of Premises

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

written consent of the Rental Provider. Any request for consent must be made in writing to Ranges First National Real Estate.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Ranges First National Real Estate in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

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

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

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Ranges First National Real Estate in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

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

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. Ranges First National Real Estate does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to Ranges First National Real Estate at the end of the tenancy without reimbursement.

44. Floor Protection

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

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Ranges First National Real Estate a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

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

47. No Invalidating Insurance

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

48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Ranges First National Real Estate or their respective contractors.

49. Shared Services

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

50. No Servicing Vehicles

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

51. Report Damage or Injury

The Renter shall notify Ranges First National Real Estate immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

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

53. Alterations

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

54. Rubbish

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

55. Pests

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

56. Hanging Clothes

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

57. Replace Light Globes

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

58. Smoke Free Zone

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

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Ranges First National Real Estate from time to time.

60. Rental Increase

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

61. Maintain Garden

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

62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, Ranges First National Real Estate or their contractors.

63. Rental Provider Repairs

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

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Ranges First National Real Estate in writing.

64. Urgent Repairs

The Renter acknowledges that Ranges First National Real Estate is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Ranges First National Real Estate during business hours or after hours information service on 9754 6111 or Ranges First National Real Estate approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

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

66. Pets

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

67. Pools and Water Features

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

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or Ranges First National Real Estate has the right to enter the Premises:

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

69. Assignment and Sub-Letting

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

The Renter must as soon as practicable notify the Rental Provider or Ranges First National Real Estate in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or Ranges First National Real Estate for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of Ranges First National Real Estate as agent to manage the Premises.

70. Rental Provider Notice

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

71. Renter Notice

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

72. Periodic Tenancy

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

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Ranges First National Real Estate the following costs:

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

74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to Ranges First National Real Estate during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

75. No Set-Off

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

76. Remove Personal Property

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

77. Window Cleaning

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

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide Ranges First National Real Estate with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. Definitions and Interpretation

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

80. Electronic Notices

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

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and Ranges First National Real Estate if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or Ranges First National Real Estate but such notice shall only become effective on receipt by the Rental Provider or Ranges First National Real Estate.

83. Furnishings

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

84. Care for Furnishings

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

85. Repair/Replacement of Furnishings

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

86. Cost of Repairs/Replacements

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

87. Owners Corporation

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

1. Special Conditions with Pets

SPECIAL CONDITIONS

SMOKING

All smoking is to be done outside the house / unit, to ensure curtains, walls and carpets do not absorb the smell. Should this occur, it is the renter's responsibility to have the curtains and carpets professionally cleaned and the walls washed down.

OCCUPATION

It is hereby agreed that the premises will not be permanently occupied by anyone other than the applicants approved by the rental provider. If a new renter wishes to move in or replace an existing renter, an application must be submitted and this must be approved by the rental provider, in the form of an approved application, prior to moving in.

PAYING RENT

It is the renter's legal responsibility to pay rent to the agent. Rent must be paid to the agent at – 1 Bayview Road, Belgrave 3160

RENT ARREARS

If you are having difficulty paying your rent, please contact our office immediately to discuss the matter. A reminder email/SMS will be sent to you after rent is 3 days late and every day thereafter. A notice to vacate will be automatically served on you if your rent falls 14 days into arrears.

MAINTENANCE / REPAIRS

All maintenance repairs and requests must be submitted to the agent in via email: propertymanagement@rangesfn.com.au. **For all after hour emergency repairs please contact the office 9754 6111 leave a message with your name, property and phone number and will contact you ASAP.**

Any repair or fault reported by the renter, that is deemed to be user fault or no repair required, will be at the renter's expense and must be paid for with their next rent due.

ASBESTOS

Due to the unknown composition of the walls and ceilings at the subject property, the Renter's acknowledge that they are not to disturb the surfaces in any way, which includes drilling, hammering, installing hooks or nails, sanding or painting surfaces. Furthermore the renters acknowledge that they will immediately advise the agent of any damage, should any occur, to any parts of the building during the period of the tenancy.

CAR PARKING

The renter/s agree to park all vehicles in designated car parking areas and not on the front lawn or nature strip. Only road worthy vehicles are to be kept at the property at any time. The Renter shall not park or allow to be parked vehicles on the premises that leak oil unless a suitable tray is provided.

GARDENS

Normally, unless otherwise specified, it is the renters responsibility to maintain the gardens and lawns of a rented premises. In the event the gardens and lawns are not being maintained by the renter, the owner will have the option to employ a gardener at the renters expense

INSPECTIONS

Routine inspections are conducted twice yearly. The first routine inspection will be conducted after the first 3 months, followed by 6 monthly inspections thereafter. The agent will use digital photography at the time of the Inspection to report back to the owner the condition of the property.

CARPETS

The renter/s hereby agree to have the carpets steam/dry cleaned at the end of the tenancy by a reputable company and to supply the agency with a copy of the invoice/receipt.

TV BRACKETS

If a TV bracket is in the house, the Renter may use the provided bracket at their own risk. Renters responsibility is to ensure the TV is the correct weight for the wall mounted bracket, any damage caused by excess TV weight will be at the Renters expense.

AGREEMENT TERMINATION

Renter/s are required to supply, in writing, to the agent any intention to vacate the premises. If the renter/s is currently on a fixed term rental agreement, they are required to supply 28 days written notice of their intention to vacate the premises, to co-inside with the expiration of the tenancy. If the renter/s are currently on a periodic rental agreement, they may give 28 days written notice to the agent, at any time throughout the tenancy.

BREAKING THE AGREEMENT

If the event that the renter, who is currently on a fixed term rental agreement, needs to terminate their agreement prior to the expiration of their tenancy, they agree to the follow –

- Pay rent until such time as a suitable renter occupies the premises.
- Pro-rata portion of the letting fee
- All advertising costs involved
- Any GST applicable to the above

KEYS

The renter/s hereby agree not to change any of the properties locks unless prior approved is received in writing from the owner.

The renter also agrees to supply the agency with a copy of all new keys to the property.

BOND

Security deposits are only returned to renter/s after the property keys have been returned to the agency and a final inspection has been carried out.

PETS

The renter/s are permitted to have a pet at the premises. **Any request to have additional pets at the premises must be submitted in writing by the renter/s on the prescribed Consumer Affairs form and approved by the rental provider/s.**

INSURANCE

The Renter acknowledges that it is their responsibility to insure their possessions. The Renter also acknowledges that the Rental Provider's insurance policy will not provide cover for such possessions.

CONDITION REPORT

The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the Agent within 3 business days after entering into occupation of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.

Renter Acknowledgement

1. Louise Bartlett viewed and acknowledged at Fri, 15/10/2021 09:17 from device: iOS 14.7.1 iPhone Mobile Safari 14.1.2

Cat Clause

In regard to the leasing of the property, the rental provider(s) agree to the Renter(s) of the rental premises hereby agrees to the renters request to keep ONE cat on the premises as per application, providing the following conditions are fulfilled:

- The animal is to be registered with the local council in accordance to the appropriate local laws and that they must abide by council cat curfew regulations as stipulated below
- The animal causes no disturbance to the occupants of neighbouring properties;
- The Renter(s) agrees to repair any and all damaged caused by the animal to the rental premises including the grounds and associated vegetation;
- The Renter(s) agrees to complete a flea fumigation of the property at the termination of the tenancy at the Renter's cost, utilising an appropriate professional contractor at the discretion of the Managing Agent and/or Rental Provider(s). Written evidence of same, must be supplied to the Managing Agent upon request.
- The renter agrees to keep the cat indoors or in suitable cage restraints outdoors. It must not be allowed to roam free outdoors due to the nature of the property and surrounding wildlife.

This clause is to be read in conjunction with Clause 26 within the Residential Rental Agreement. Failure to adhere to the above conditions will result in permission being withdrawn for the animal to be kept on the rental premises by the Rental Provider(s).

Cat Curfew

Cats are required to be kept within their owners' property boundaries at all times, following the introduction of a 24-hour cat curfew. They are free to be restrained in the front or back yard, or inside a cat enclosure.

Not letting cats roam outside the property boundary - along with regular vaccinations, a healthy diet and good companionship - is key to ensuring a long and healthy life for your cat.

Renter Acknowledgement

1. Louise Bartlett viewed and acknowledged at Fri, 15/10/2021 09:17 from device: iOS 14.7.1 iPhone Mobile Safari 14.1.2

1. Shed

The Renter has use of the shed which does contain some farm machinery in storage , which will remain for the foreseeable future. Access may be requested from time to time.

The Renter understands that the Lease Agreement includes the area immediately fenced around the dwelling and use of the shed.

Renter Acknowledgement

1. Louise Bartlett viewed and acknowledged at Fri, 15/10/2021 09:18 from device: iOS 14.7.1 iPhone Mobile Safari 14.1.2

Privacy Collection Notice

As professional property managers **Ranges First National Real Estate** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 97546111

Primary Purpose

As professional property managers, **Ranges First National Real Estate** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

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

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Ranges First National Real Estate** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Ranges First National Real Estate also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities

(Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Ranges First National Real Estate** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

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

The **Ranges First National Real Estate** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Ranges First National Real Estate** privacy policy can be viewed without charge on the **Ranges First National Real Estate** website; or contact your local **Ranges First National Real Estate** office and we will send or email you a free copy.

Disclaimer

Ranges First National Real Estate its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Ranges First National Real Estate** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

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

Rental Provider's Agent

Rental Provider's Agent : **Mark Culley** on behalf of **Mark Jones** (Rental Provider)



Signed at Thu, 14/10/2021 14:12 , from device: Windows 10 Other Chrome 93.0.4577

Renter(s)

Renter : **Louise Bartlett**



Signed at Fri, 15/10/2021 09:18 , from device: iOS 14.7.1 iPhone Mobile Safari 14.1.2

AUDIT TRAIL

Mark Culley (Rental Provider's Agent)

Thu, 14/10/2021 14:12 - Mark Culley stamped saved signature the Residential Rental Agreement

Thu, 14/10/2021 14:12 - Mark Culley submitted the Residential Rental Agreement

Louise Bartlett (Renter)

Fri, 15/10/2021 09:04 - Louise Bartlett clicked 'start' button to view the Residential Rental Agreement (iOS 14.7.1 iPhone Mobile Safari 14.1.2, IP: 1.136.111.81)

Fri, 15/10/2021 09:18 - Louise Bartlett signed the Residential Rental Agreement (iOS 14.7.1 iPhone Mobile Safari 14.1.2, IP: 1.136.111.81)

Fri, 15/10/2021 09:18 - Louise Bartlett submitted the Residential Rental Agreement (iOS 14.7.1 iPhone Mobile Safari 14.1.2, IP: 1.136.111.81)

AGREEMENT END
