

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	AMANDA LOUISE MCCARTIN AND MATTHEW DWAIN MCCARTIN
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Property:	14 ALFRED GROVE, EMERALD VIC 3782
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VENDORS REPRESENTATIVE
MOUNTAIN CONVEYANCING

Tel: 03 9754 7615
Email: office@mountainconveyancing.com.au

Ref: 22-5977

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14 ALFRED GROVE, EMERALD VIC 3782

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Cardinia Shire Council	Approx. \$2,500.00	Per annum
Yarra Valley Water	See attached certificate	Per annum
Land Tax	See attached certificate	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

Their total does not exceed \$4,000.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The 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 are as follows:- Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

No such Insurance has been effected to the Vendors knowledge.

A copy of the condition report required by section 137B of the *Building Act 1993* is attached.

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

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(b) BUSHFIRE

This land is in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme:	Cardinia Planning Scheme
Responsible Authority:	Cardinia Shire Council
Zoning:	See attached certificate
Planning Overlay/s:	See attached certificate

(e) Subject to Existing Tenancy – See attached

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

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32H SERVICES

The following are **not** connected if mark with X

Electricity Gas supply Water supply Sewerage Telephone services

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence Checklist**

MATERIAL FACT

SEALING THE HILLS

The Government has committed \$300million funding over the next 10 years to seal roads in the Cardinia Shire and Yarra Ranges Councils. This project will be co-funded by the Australian Government via a special charge scheme. Owners of properties on these roads will also need to contribute towards the cost of the sealing. Maps of the roads proposed to be sealed can be found on the Council's website. The Purchasers should make enquiries with the Council for more information. Any contributions payable in relation to this scheme will be payable by the Purchasers/s. Any costs associated with the proposed road construction will be the Purchaser's responsibility.

DATE OF THIS STATEMENT

06 / 10 /20 22

Name of the Vendor

AMANDA LOUISE MCCARTIN and MATTHEW DWAIN MCCARTIN

Signature/s of the Vendor

Amanda McCartin
Amanda McCartin (Oct 6, 2022 08:48 GMT+10)
x

Matthew McCartin
Matthew McCartin (Oct 6, 2022 08:49 GMT+10)

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The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT / /20

Name of the Purchaser

Signature/s of the Purchaser

x

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give

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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 09685 FOLIO 870

Security no : 124100522038T
Produced 26/09/2022 02:31 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 145000.

PARENT TITLES :

Volume 09278 Folio 281 Volume 09345 Folio 008

Created by instrument L369113G 15/11/1984

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

MATTHEW DWAIN MCCARTIN

AMANDA LOUISE MCCARTIN both of 14 ALFRED GROVE EMERALD VIC 3782

AN779816T 28/04/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN779817R 28/04/2017

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE LP145000 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 14 ALFRED GROVE EMERALD VIC 3782

ADMINISTRATIVE NOTICES

NIL

eCT Control 15314Q ANZ RETAIL BANKING
Effective from 28/04/2017

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	LP145000
Number of Pages (excluding this cover sheet)	1
Document Assembled	26/09/2022 14:37

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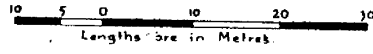
The document is invalid if this cover sheet is removed or altered.

LP145000G

EDITION 1

APPROVED 31/8/84

PLAN OF SUBDIVISION OF
PART OF CROWN ALLOTMENT 40H
PARISH OF NANGANA
COUNTY OF EVELYN



APPROPRIATIONS

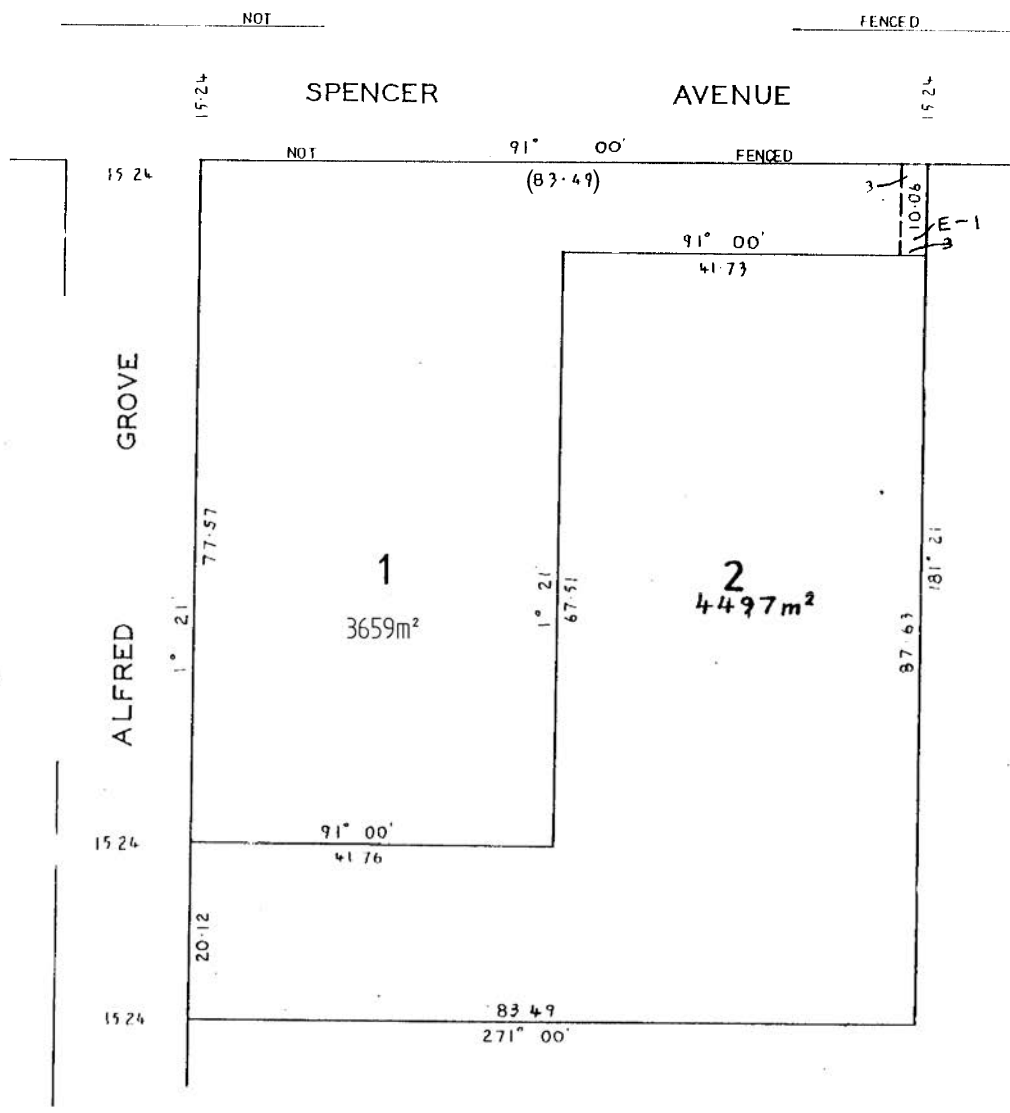
DRAINAGE AND SEWERAGE BLUE

9278-281
9345-008

LITHO No. 2 .

COLOUR CONVERSION
E-1 = BLUE

DEPTH LIMITATION: 15.24m



PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

875779

APPLICANT'S NAME & ADDRESS

MELANIA SERWYLO C/- LANDATA
MELBOURNE

VENDOR

MCCARTIN, AMANDA

PURCHASER

NOT, APPLICABLE

REFERENCE

22-5977

This certificate is issued for:

LOT 1 PLAN LP145000 ALSO KNOWN AS 14 ALFRED GROVE EMERALD
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 LOW DENSITY RESIDENTIAL ZONE - SCHEDULE 2
- is within a
 - and a VEGETATION PROTECTION OVERLAY - SCHEDULE 1
 - and a BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2
 - and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1
- 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/>

26 September 2022

Ms. Lizzie Blandthorn MP
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.

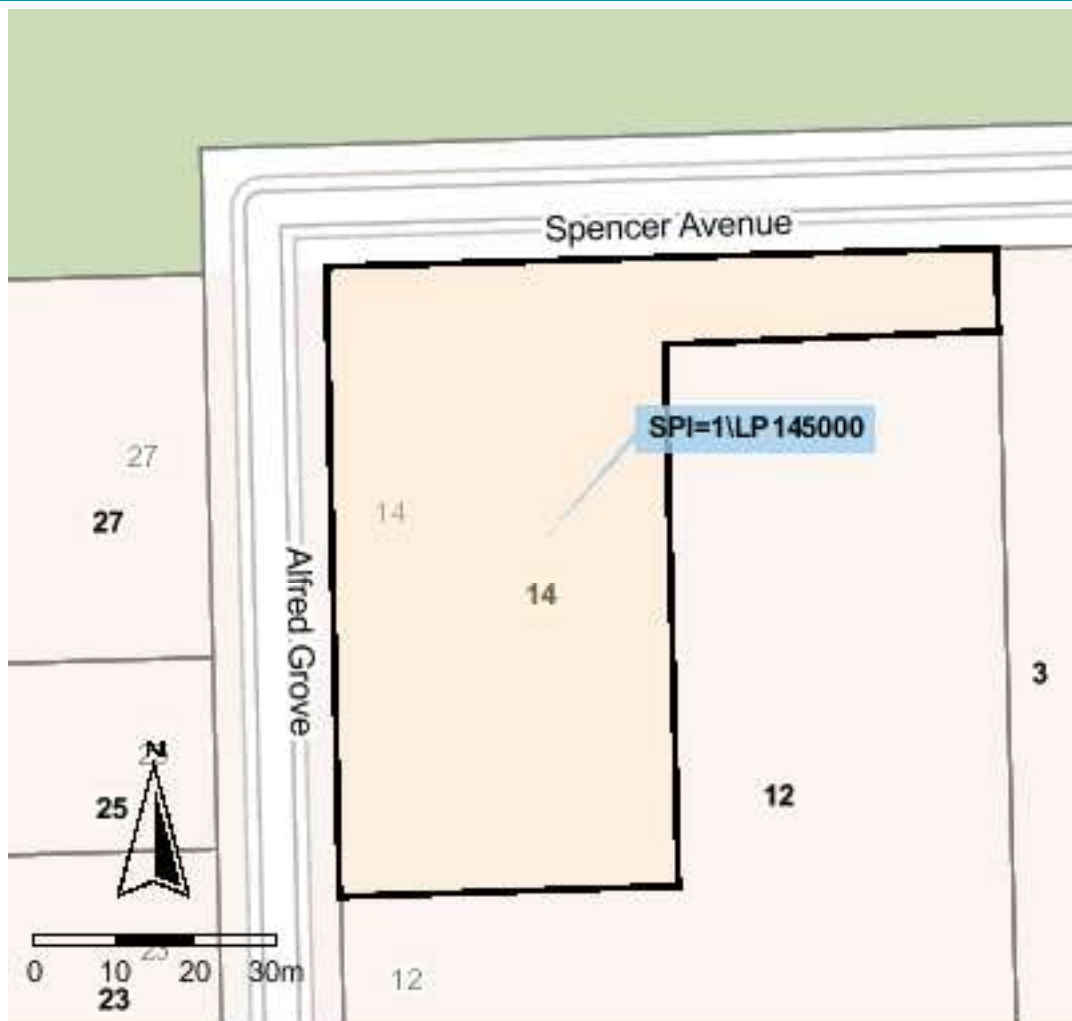
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.

PROPERTY DETAILS

Address: **14 ALFRED GROVE EMERALD 3782**
Lot and Plan Number: **Lot 1 LP145000**
Standard Parcel Identifier (SPI): **1\LP145000**
Local Government Area (Council): **CARDINIA**
Council Property Number: **2018050500**
Directory Reference: **Melway 311 A1**

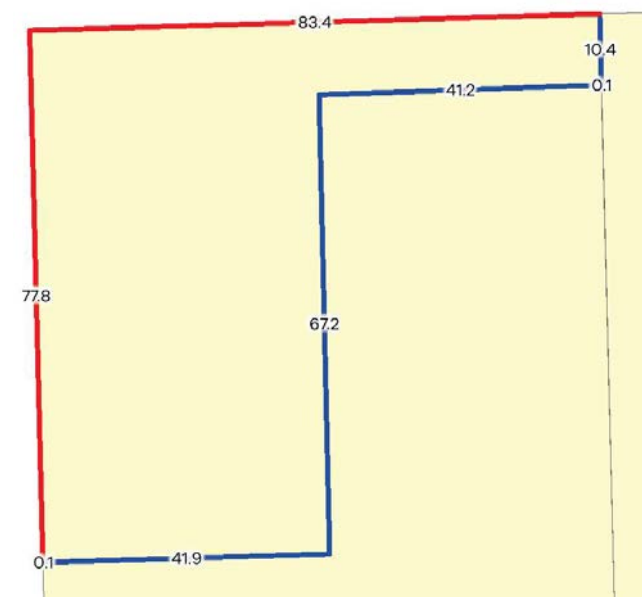
www.cardinia.vic.gov.au

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

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

SITE DIMENSIONS

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



Area: 3701 sq. m

Perimeter: 322 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

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

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: **GEMBROOK**

PLANNING INFORMATION

Planning Zone [LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)
[LOW DENSITY RESIDENTIAL ZONE - SCHEDULE 2 \(LDRZ2\)](#)

Planning Overlay [BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)
[BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2 \(BMO2\)](#)
[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 \(DDO1\)](#)
[VEGETATION PROTECTION OVERLAY \(VPO\)](#)
[VEGETATION PROTECTION OVERLAY - SCHEDULE 1 \(VPO1\)](#)

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

PROPERTY REPORT

Planning scheme data last updated on 20 September 2022.

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>

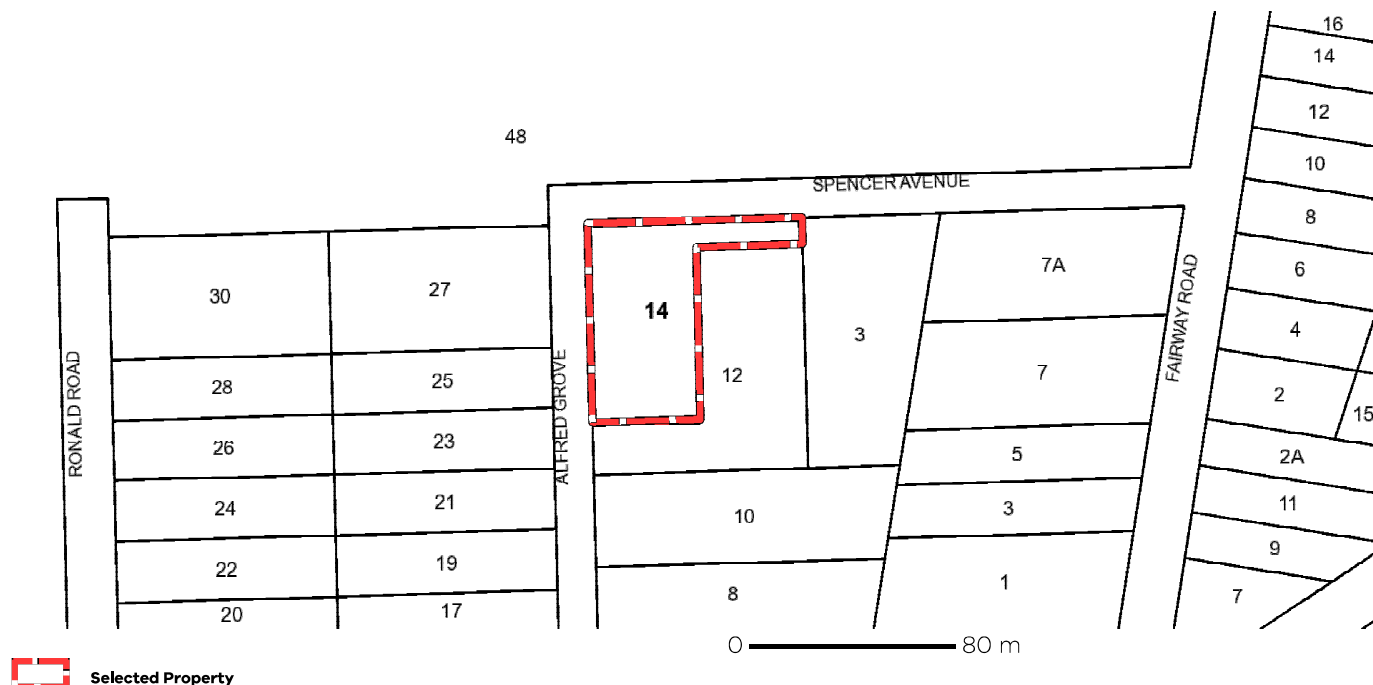
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates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

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

Area Map



Selected Property

28 September 2022

Property number: 2018050500
Your reference: 66213846-019-6



Melania Serwyllo c/- LANDATA

PROPERTY INFORMATION REQUEST REGULATION (51(1)) – FORM 10

Land (property) located at: Lot 1 (14) Alfred Grove, Emerald VIC 3782

In reply to your recent enquiry, I wish to advise that a search of our building records for the preceding ten (10) years reveals the following: -

Details of Building Permits and Certificate of Occupancy or Final Inspection:

Building Permit No.	Issue Date	Building Works	Final/OP Date
NIL			

Please note that Council is unaware of any current statement(s) issued under regulation 64 or 231 of the Building Regulations 2018.

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

Type	Issue Date	Details
NIL		

The property: Is the building or land in an area:

- That is liable to flooding (Reg. 153)? **NO***
- That is a likely to be subject to termite attack (Reg. 150)? **YES**
- For which BAL level has been specified in a planning scheme? **NO****
- That is subject to significant snowfalls (Reg. 152)? **NO**
- Of designated land or works (Reg. 154)? **NO**

***NOTE:** Flooding information is predominantly based on 'Planning Scheme Flood Overlays' and 'Melbourne Water Data' available, any building work proposed within 50 metres of a water course (not requiring a planning permit) should be designed to ensure that amenity and structural integrity is not impacted (further opinion may be obtained from Councils Municipal Building Surveyor).

**** NOTE:** BAL='Bushfire Attack Level', BAL's may also be provided as restrictions on title/subdivision and shall be complied with. Refer to 'Land Channel' website for information relating to regulation 155 (designated state bushfire prone areas) <http://services.land.vic.gov.au/maps/bushfire.jsp>

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 current status of the building. An inspection has not been specifically conducted as a result 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.

Any existing swimming pool/spa with a depth of over 300mm is required to be provided with suitable barriers to restrict young children from gaining access.

Please contact Councils building department without delay should an appropriate pool barrier not be in place, or should smoke alarms not be installed within a residential property.

Yours sincerely,

Donna Auhl
**Administration Officer
Regulatory Services**

Property Clearance Certificate

Taxation Administration Act 1997



MELANIA SERWYLO

Your Reference:	LD:66213846-014-1.22-5977
Certificate No:	57680188
Issue Date:	26 SEP 2022
Enquiries:	ESYSPROD

Land Address: 14 ALFRED GROVE EMERALD VIC 3782

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19613391	1	145000	9685	870	\$0.00

Vendor: MATTHEW MCCARTIN & AMANDA MCCARTIN

Purchaser: APPLICABLE NOT

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR MATTHEW DWAIN MCCARTIN	2022	\$490,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	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 IMP VALUE:	\$700,000
SITE VALUE:	\$490,000
AMOUNT PAYABLE:	\$0.00

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

Certificate No: 57680188

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$755.00

Taxable Value = \$490,000

Calculated as \$375 plus (\$490,000 - \$300,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 57680188

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: 57680188

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

26th September 2022

Melania Serwylo C/- LANDATA
LANDATA

Dear Melania Serwylo C/- LANDATA,

RE: Application for Water Information Statement

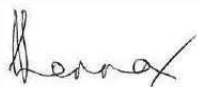
Property Address:	14 ALFRED GROVE EMERALD 3782
Applicant	Melania Serwylo C/- LANDATA LANDATA
Information Statement	30724179
Conveyancing Account Number	7959580000
Your Reference	22-5977

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 enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	14 ALFRED GROVE EMERALD 3782
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Sewerage services have been provided to this property as part of Yarra Valley Water's Community Sewerage Program. To confirm whether the property is connected to sewerage services, please contact Yarra Valley Water on 1300 853 811. For properties not currently connected to sewerage services, please contact Yarra Valley Water on 1300 651 511 to apply to connect.

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is located within a pressure sewer area. Yarra Valley Water will be responsible for providing a pressure sewer pump unit to the property including all associated plumbing and electrical works. The owner will be responsible for all internal plumbing works between the pressure sewer pumping unit and the house. Prior to connection, the owner must agree to terms and conditions contained within the document titled "Using Your Pressure Sewer System - Owners Manual". Copies of this document are available upon request by calling 1300 304 688 or can be downloaded from our website at www.yvw.com.au.

Under section 144 of the Water Act 1989, Yarra Valley Water has declared this property a serviced property and has made sewerage services available to it. The property owner is subject to a \$500 contribution fee under section 268 and 269 of the Water Act 1989. This is an owner based fee and charged at \$25 per quarter over a five year period. Full payment of the outstanding balance is required by the vendor if the property is sold within the five year chargeable period. The owner is required to connect this property to Yarra Valley Water's sewer within 12 months of the service becoming available unless the existing septic system meets the current EPA Onsite Wastewater Management requirements. Connection must be made at the owner's expense.

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	14 ALFRED GROVE EMERALD 3782
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STATEMENT UNDER SECTION 158 WATER ACT 1989

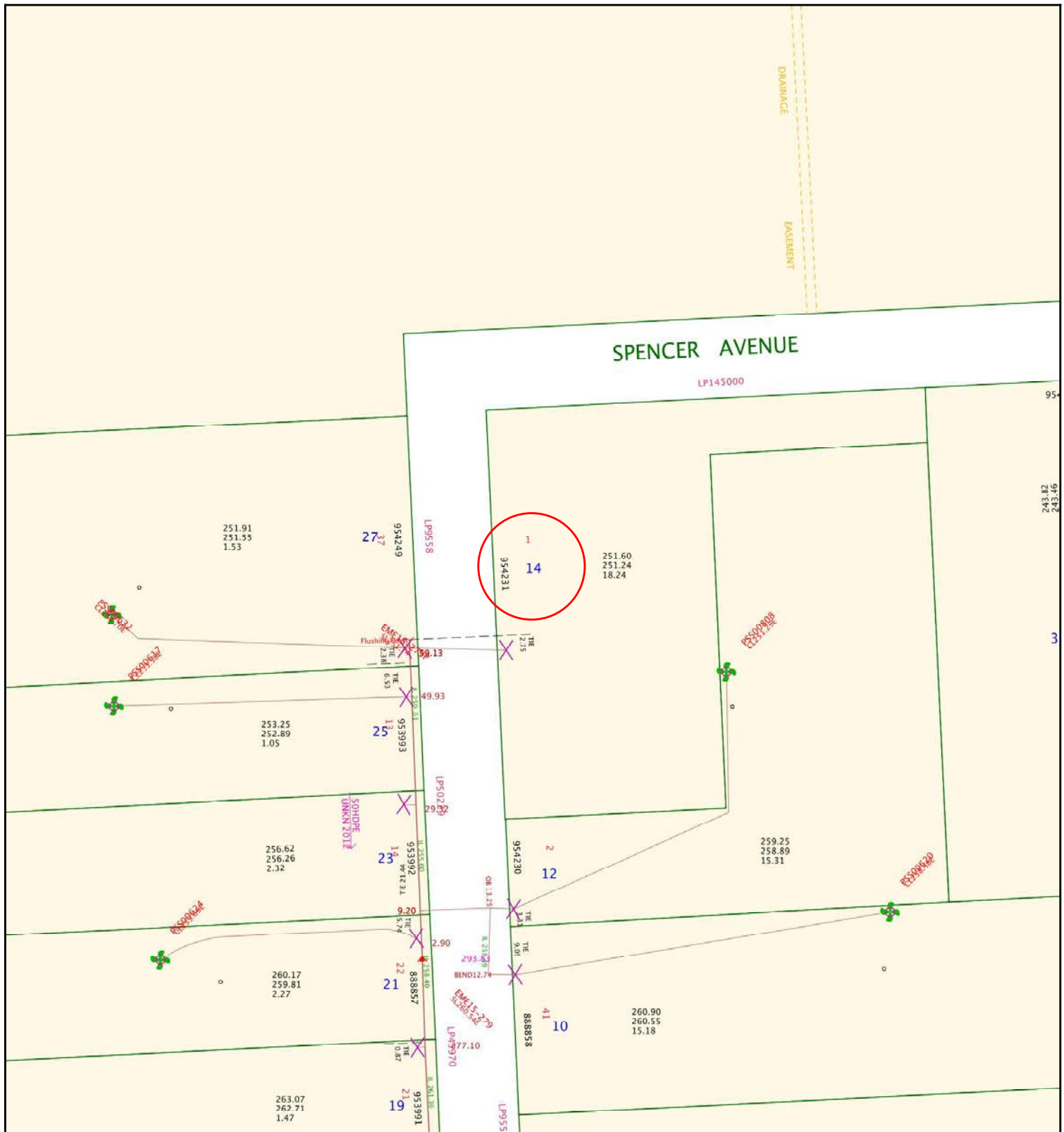
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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: 30724179**

Address	14 ALFRED GROVE EMERALD 3782
Date	26/09/2022
Scale	1:1000



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	 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;



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melania Serwylo C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2141308596
Rate Certificate No: 30724179

Date of Issue: 26/09/2022
Your Ref: 22-5977

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
14 ALFRED GR, EMERALD VIC 3782	1\LP145000	1420029	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2022 to 30-09-2022	\$19.90	\$0.00
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$0.00
Drainage Fee	01-07-2022 to 30-09-2022	\$15.17	\$0.00

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

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	\$0.00
Total Due	\$0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also 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.
3. 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.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. 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.

6. 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.
7. From 01/07/2022, Residential Water Usage is billed using the following step pricing system: 248.51 cents per kilolitre for the first 44 kilolitres; 316.53 cents per kilolitre for 44-88 kilolitres and 467.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1420029

Address: 14 ALFRED GR, EMERALD VIC 3782

Water Information Statement Number: 30724179

HOW TO PAY



Biller Code: 314567
Ref: 21413085965

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melania Serwylo
4/1567 Burwood highway
TECOMA 3160

Client Reference: 22-5977

NO PROPOSALS. As at the 26th September 2022, 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®.

14 ALFRED GROVE, EMERALD 3782
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: 26th September 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 66213846 - 66213846143121 '22-5977'

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

14 Alfred Grove, Emerald VIC 3782

This agreement is between **Amanda McCartin, Matthew McCartin**
and **Brett McKenzie**.

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No unauthorised use or copying permitted. All rights reserved.

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

Mon 13/09/2021

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

14 Alfred Grove, Emerald VIC

Postcode 3782

3. Rental provider details

Full name or company name of rental provider

Amanda McCartin, Matthew McCartin

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:	0439359351

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

Fiona Krysko: leasing@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

Brett McKenzie: bmckenzie@penriteoil.com.au

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 (l) 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 - No 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 not permitted to have pets at the premises. Any request to have 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. Brett McKenzie viewed and acknowledged at Sat, 11/09/2021 16:01 from device: iOS 14.7.1 iPhone Mobile Safari 14.1.2

2. Property Inspection Waiver - Sight Unseen

The renter/s enters into this rental agreement at their own risk and the renter/s fully understands that the Residential Tenancies Agreement is a binding legal document.

I/We the applicant/s listed above agree to lease the above-mentioned property without viewing it in person. I/We confirm I/we have viewed the listing online and am/are satisfied to proceed with commencing a tenancy based on the advertising photos and written description in addition to any video, if available.

I/We agree to accept the property in 'as is' condition and that no additional works or improvements will be requested with the exception of any maintenance required. If my/our application(s) is/are approved for the property I/we agree to sign the rental agreement electronically and pay the rent and the bond to secure the property. If I/we find the property is not suitable for my/our needs after I/we take possession of the property, I/we agree to follow all break agreement provisions as outlined in the rental agreement which include: paying rent until a new renter can be found; pro-rata payment of the letting fee as charged to the rental provider; and, advertising costs as charged to the rental provider.

Renter Acknowledgement

1. Brett McKenzie viewed and acknowledged at Sat, 11/09/2021 16:01 from device: iOS 14.7.1 iPhone Mobile Safari 14.1.2

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

Yes No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property? If yes, please provide details below.

Yes No

Comments

-

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

Yes No

Comments

-

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

Yes No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

Yes No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?

If they have been carried out, please provide the dates of the latest applicable checks below.

Yes No

Comments

To be conducted once tenancy commences.

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

Yes No

Comments

-

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

Yes No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

Yes No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

Yes No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

Yes No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

Yes No

Comments

-

Heritage Register

Are the premises considered a registered place?
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

Yes No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).
If the premises does not meet any of the requirements, please provide details below.

Yes No

Comments

-

Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

Yes No

Comments

-

Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

Yes No

Comments

-

Renter Acknowledgement

1. Brett McKenzie viewed and acknowledged at Sat, 11/09/2021 16:02 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.

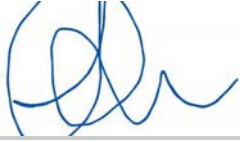
Signatures

This agreement is made under the Act.

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

Rental Provider

Rental Provider 1: **Amanda McCartin**



Signed at Mon, 13/09/2021 09:24 , from device: iOS 14.7.1 iPhone Mobile Safari 14.1.2

Rental Provider 2: **Matthew McCartin**



Signed at Mon, 13/09/2021 10:48 , from device: iOS 14.7.1 iPhone Mobile Safari 14.1.2

Renter(s)

Renter : **Brett McKenzie**



Signed at Sat, 11/09/2021 16:02 , from device: iOS 14.7.1 iPhone Mobile Safari 14.1.2

AUDIT TRAIL

Brett McKenzie (Renter)

- Sat, 11/09/2021 15:54 - Brett McKenzie clicked 'start' button to view the Residential Rental Agreement (iOS 14.7.1 iPhone Mobile Safari 14.1.2, IP: 172.197.161.40)
- Sat, 11/09/2021 16:02 - Brett McKenzie signed the Residential Rental Agreement (iOS 14.7.1 iPhone Mobile Safari 14.1.2, IP: 172.197.161.40)
- Sat, 11/09/2021 16:03 - Brett McKenzie submitted the Residential Rental Agreement (iOS 14.7.1 iPhone Mobile Safari 14.1.2, IP: 172.197.161.40)

Amanda McCartin (Rental Provider)

- Mon, 13/09/2021 09:21 - Amanda McCartin clicked 'start' button to view the Residential Rental Agreement
- Mon, 13/09/2021 09:24 - Amanda McCartin signed the Residential Rental Agreement
- Mon, 13/09/2021 09:24 - Amanda McCartin submitted the Residential Rental Agreement

Matthew McCartin (Rental Provider) - Delegated to Amanda McCartin

Mon, 13/09/2021 09:38 - 'Proceed' button is clicked on landing page to pass control to Matthew McCartin
Mon, 13/09/2021 09:38 - Matthew McCartin clicked 'start' button to view the Residential Rental Agreement
Mon, 13/09/2021 10:44 - 'Proceed' button is clicked on landing page to pass control to Matthew McCartin
Mon, 13/09/2021 10:44 - Matthew McCartin clicked 'start' button to view the Residential Rental Agreement
Mon, 13/09/2021 10:45 - 'Proceed' button is clicked on landing page to pass control to Matthew McCartin
Mon, 13/09/2021 10:45 - Matthew McCartin clicked 'start' button to view the Residential Rental Agreement
Mon, 13/09/2021 10:46 - 'Proceed' button is clicked on landing page to pass control to Matthew McCartin
Mon, 13/09/2021 10:46 - Matthew McCartin clicked 'start' button to view the Residential Rental Agreement
Mon, 13/09/2021 10:48 - Matthew McCartin signed the Residential Rental Agreement
Mon, 13/09/2021 10:48 - Matthew McCartin submitted the Residential Rental Agreement

AGREEMENT END



Excel Building Inspections

OWNER BUILDER INSPECTION REPORT

Section 137B (2) (a) of the Building Act 1993.

INSPECTION DETAILS

Registered Practitioners Name: Heath Watkinson — APPROVED by Excel Building Inspections

Registration Number: IN – L 65779

Phone: 0409323804

Email: heath@excelbuildinginspections.com.au

Date of Inspection: 04/10/2022

Time of Inspection: 7:00am

Weather Conditions: Fine

Date of Report: 04/10/2022

Practitioners Signature: 

DETAILS OF OWNER BUILDER(S)

Name(s): Matthew McCartin & Amanda McCartin

Contact Address: 14 Alfred Grove Emerald 3782



OWNER BUILDER PROPERTY LOCATION

Street/Road: 14 Alfred Grove

Suburb/Town: Emerald

Postcode: 3782

Municipal District: Cardinia Shire Council

BUILDING APPROVAL DETAILS

Building Permit Number: Not obtained

Issuing Building Surveyor: Not obtained

Building Permit Issue Date: Not obtained

Certificate of Final Inspection Date: Not obtained

ENTRY HALL:		ENSUITE:		FLOORING THROUGHOUT DWELLING:	
PASSAGE:		LAUNDRY:		WATERPROOF DECK:	
LOUNGE/LIVING:		BEDROOMS:		BALCONY:	
SEPARATE DINING:		BATHROOM:		KITCHEN:	
GAZEBO:		WC:		RETAINING WALLS:	
PERGOLA:		STAIRS:		VERANDAH:	✓

ROOMS/STRUCTURES COVERED BY THIS REPORT





DEFECTS IN THE RESIDENTIAL BUILDING WORKS

A permit has not been obtained for the construction of the verandah.

Rainwater runoff for the verandah has been directed to the existing roof. Two extra downpipes are required to meet Australian Standards.

INACCESSIBLE AREAS AT THE TIME OF INSPECTION

No access was obtained into any other rooms/buildings on site

No access was obtained on to the roof or into the roof void, wall, or subfloor cavities

SECONDHAND MATERIALS USED (AS CONFIRMED BY OWNER BUILDER AND VISUALLY)

None disclosed

CONDITIONS & STATUS OF INCOMPLETE WORK

None sighted

OTHER RELEVANT COMMENTS

Verandah:

A verandah has been constructed using materials such as 90 x 90 steel posts, 180 x 50 steel rafters, 180 x 50 steel side beams, 180 x 50 steel ridge beam, Bondor ceiling panels, steel deck roof cladding, steel guttering, and extenda brackets.

The verandah measures approximately 8.5m in length and 4.85m in width.







SCOPE, PURPOSE AND LIMITATIONS OF THIS REPORT

This report has been prepared for the client named herein for the purposes of reporting on the Owner Builder works and for obtaining warranty insurance for Owner Builder works, if the value of works undertaken exceeds \$ 16,000.

The purpose of the report is to provide a condition report in accordance with section 137b of the Building Act where Owner Builder works have been undertaken. It is not a guarantee that works are free from latent or other defects.

The scope of the report is a visual inspection of the works to identify significant defects in the works and to form an opinion regarding the condition of the works at the time of inspection. The property report was obtained by visual means where reasonable access was granted.

Reasonable access is defined in AS 4349.1 and includes in part, Subfloor access through 400 X 500mm openings and subfloor crawl spaces 400mm high. Roof interior crawl spaces 600 X 600 accessible with a 3.6m ladder Roof exteriors accessible with a 3.6m ladder placed on the ground.

The plumbing and electrical systems were not tested.

This report does not include assessment of any matter beyond the consultants expertise.

This report is not a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, or by law. This report does not warrant that works detailed herein have been constructed in accordance with The Building Act and Building Regulations. No warranty is given that building permits and other approvals were correctly obtained and potential purchasers should make their own enquiries with Council.

This report is not a warranty or insurance policy against and problems developing with the building/s in the present or near future.

No excavations were made and no items of furniture have been moved to obtain the information for this report.

No investigation or detection of wood destroying insects such as termites and wood borers has been undertaken.

No investigation of any appliances such as dishwashers, ovens etc has been done. There is no guarantee that all faults and or defects have been identified by this report.

End of Report

