

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	1/36 Mardon Drive, Horsham 3400
-------------	---------------------------------

<b>Vendor's name</b>		<b>Date</b> / /
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<b>Vendor's signature</b>	Signed by: <i>Ross Brown</i> DCDB4AA9CD0C48B...	Jan 22, 2025   4:46 AM AEDT
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<b>Purchaser's name</b>		<b>Date</b> / /
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<b>Purchaser's signature</b>	
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<b>Purchaser's name</b>		<b>Date</b> / /
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<b>Purchaser's signature</b>	
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# 1 FINANCIAL MATTERS

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

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

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

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

**1.3 Terms Contract**

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

Not Applicable.

**1.4 Sale Subject to Mortgage**

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

Not Applicable.

**1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

<p>(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows</p>	<p>AVPCC No. 110 – Detached Dwelling</p>
<p>(b) Is the land tax reform scheme land within the meaning of the CIPT Act?</p>	<p><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</p>
<p>(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows</p>	<p>Date: OR <input checked="" type="checkbox"/> Not applicable</p>

# 2 INSURANCE

**2.1 Damage and Destruction**

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

Not Applicable.

**2.2 Owner Builder**

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

Not Applicable.

# 3 LAND USE

**3.1 Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title documents.

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

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

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

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

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

**4.1. Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

**4.2. Agricultural Chemicals**

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

Not Applicable.

**4.3. Compulsory Acquisition**

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

Not Applicable.

**5 BUILDING PERMITS**

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

Not Applicable.

**6 OWNERS CORPORATION**

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

Not Applicable.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not Applicable.

**8 SERVICES**

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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**9 TITLE**

Attached are copies of the following documents:

**10 SUBDIVISION**

**10.1. Unregistered Subdivision**

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

Not Applicable.

**10.2. Staged Subdivision**

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

Not Applicable.

**10.3. Further Plan of Subdivision**

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

Not Applicable.

**11 DISCLOSURE OF ENERGY INFORMATION**

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

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

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

Not Applicable.

**12 DUE DILIGENCE CHECKLIST**

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

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

**13 ATTACHMENTS**

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

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

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

<p><i>Vendor's GST Withholding Notice</i></p> <p><i>Application by Surviving Proprietor</i></p> <p><i>Enduring Power of Attorney of Thomas Brown dated 9 March 2012</i></p> <p><i>Residential Tenancy Agreement dated 17 May 2024</i></p>
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## Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To:

Purchaser/recipient:

**Property address:** 1/36 Mardon Drive  
Horsham, VIC 3400

**Lot no.:** 2    **Plan of subdivision:** PS515459C

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

**From:** Vendor/supplier: ROSS ALAN BROWN AS POWER OF ATTORNEY FOR THOMAS BROWN  
Jan 22, 2025 | 4:46 AM AEDT

**Dated:** \_\_/\_\_/20\_\_

**Signed by or on behalf of the vendor/supplier:**

Signed by:

Ross Brown

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 10903 FOLIO 536

Security no : 124120441812Q  
Produced 06/12/2024 10:31 AM

**LAND DESCRIPTION**

Lot 2 on Plan of Subdivision 515459C.  
PARENT TITLE Volume 10659 Folio 904  
Created by instrument PS515459C 04/10/2005

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors

AJ899461U 07/09/2012

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AJ899462S 07/09/2012  
NATIONAL AUSTRALIA BANK LTD

COVENANT PS503191M 04/07/2002

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

**DIAGRAM LOCATION**

SEE PS515459C FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: UNIT 1 36 MARDON DRIVE HORSHAM VIC 3400

**ADMINISTRATIVE NOTICES**

NIL

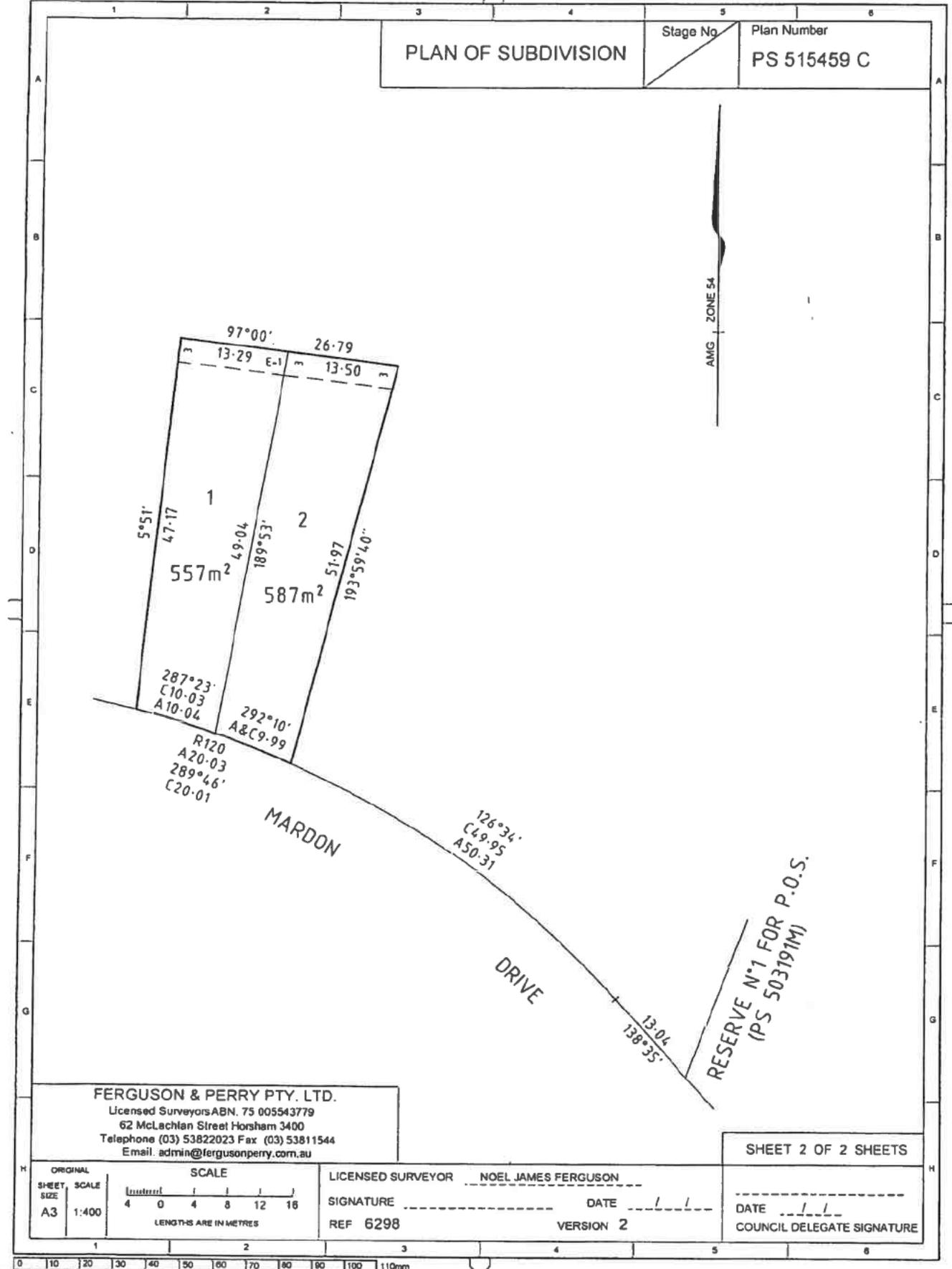
eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 23/10/2016

DOCUMENT END

Delivered by LANDATA®, timestamp 20/12/2023 16:17 Page 1 of 2

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<b>PLAN OF SUBDIVISION</b>		Stage No <hr style="border: none; border-top: 1px solid black; width: 100%;"/>	LTO use only <b>EDITION 1</b>	Plan Number <b>PS 515459 C</b>
<b>Location of Land</b> Parish: <b>HORSHAM</b> Township: _____ Section: <b>7</b> Crown Allotment: <b>4 (PART)</b> Crown Portion: _____ LTO base record: <b>VICMAP DIGITAL PROPERTY (RURAL)</b> Title References: <b>VOL.10859 FOL.904</b> Last Plan Reference: <b>PS 503191 M (LOT 72)</b> Postal Address: <b>MARDON DRIVE HORSHAM 3400</b> AMG Co-ordinates: <b>E 608165 Zone 54</b> (Of approx centre of land <b>N 5935045 Datum AGD86</b> in plan)		<b>Council Certification and Endorsement</b> Council Name: <b>HORSHAM RURAL CITY COUNCIL Ref: A05903</b> 1. This plan is certified under section 6 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 6: / /</del> 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988 <b>Open Space</b> (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made <del>(ii) The requirement has been satisfied.</del> <del>(iii) The requirement is to be satisfied in Stage</del> Council Delegate <del>Council Delegate</del> Date <b>22 / 8 / 2005</b> <del>Re-certified under section 11(7) of the Subdivision Act 1988:</del> <del>Council Delegate</del> <del>Council Delegate</del> <del>Date: / /</del>		
<b>Vesting of Roads and/or Reserves</b>				
Identifier		Council/Body/Person		
NIL		NIL		
<b>Notations</b>				
Depth Limitation: Does not apply		Staging: This is not a staged subdivision Planning Permit No. 03-079		
Survey: This plan is based on survey To be completed where applicable This survey has been connected to permanent marks no(s). HORSHAM 189 & 190 In proclaimed Survey Area no. _____				
<b>Easement Information</b>				<b>LTO use only</b>
<b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				<b>Statement of Compliance / Exemption Statement</b>
<b>Easement Reference</b>	<b>Purpose</b>	<b>Width (Metres)</b>	<b>Origin</b>	<b>Land Benefited/in Favour Of</b>
E-1	SEWERAGE	3	PS 503191 M	GRAMPIANS REGION WATER AUTHORITY
				Received <input checked="" type="checkbox"/>
				Date <b>28 / 9 / 05</b>
				<b>LTO use only</b>
				PLAN REGISTERED TIME <b>9:55 AM</b> DATE <b>4 / 10 / 05</b>
				 Assistant Registrar of Titles
				Sheet 1 of 2 Sheets
<b>FERGUSON &amp; PERRY PTY. LTD.</b> Licensed Surveyors ABN. 75 005543779 82 McLachlan Street Horsham 3400 Telephone (03) 53822023 Fax. (03) 53811544 Email: admin@fergusonperry.com.au		LICENSED SURVEYOR <b>NOEL JAMES FERGUSON</b> SIGNATURE _____ DATE <b>24 / 5 / 05</b> REF <b>6298</b> VERSION <b>2</b>		_____ DATE <b>22 / 8 / 2005</b> COUNCIL DELEGATE SIGNATURE Original sheet size <b>A3</b>



**Application by surviving proprietor**  
**Section 50 Transfer of Land Act 1958**

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name: BROWN & PROUDFOOT LAWYERS  
Phone: 03 53824455  
Address: 74 WILSON STREET HORSHAM VIC 3400  
Reference: BROWN:240046  
Customer code: 20968K

The applicant applies to be registered as the proprietor of the estate and interest in the land held jointly with the deceased.

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Land: (volume and folio, and if applicable mortgage, charge or lease no.)

VOLUME: 10903 FOLIO: 536

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Applicant: (full name and address, including postcode)

THOMAS BROWN OF UNIT 1, 36 MARDON DRIVE HORSHAM VIC 3400

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Deceased: (full name)

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Signing:

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50TLA

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

Land Use Victoria contact details: [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

**Application by surviving proprietor  
Section 50 Transfer of Land Act 1958**

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

**Certifications**

- 1.The Certifier has taken reasonable steps to verify the identity of the applicant.
- 2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3.The Certifier has retained the evidence supporting this Registry Instrument or Document.
- 4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

**Executed on behalf of**

Signer Name ANITA ELIZABETH WARD  
Signer Organisation BROWN & PROUDFOOT LAWYERS  
Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature

Execution Date

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35271702A

50TLA

Page 2 of 2

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

Land Use Victoria contact details: [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

**BROWN & PROUDFOOT,**  
Solicitors,  
74 Wilson Street Horsham 3400

**ENDURING POWER OF ATTORNEY**  
**(FINANCIAL)**

This Enduring Power of Attorney is made under Part XIA of the *Instruments Act* 1958 and has effect as a deed.

**THIS ENDURING POWER OF ATTORNEY** is made on the 9<sup>th</sup> day of March, 2012.

1. I \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria **APPOINT** my wife \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria and my children \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria, \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria and \_\_\_\_\_ of \_\_\_\_\_ in the State of Queensland jointly and severally to be my Attorneys.
2. **I AUTHORISE** my Attorneys to do on my behalf anything that I may lawfully authorise an Attorney to do.
3. **I DECLARE** that this Enduring Power of Attorney begins immediately.
4. **I DECLARE** that this Enduring Power of Attorney will continue to operate and have full force and effect even if I subsequently become legally incapable.
5. **I DECLARE** that all previous Enduring Powers of Attorney (Financial) signed by me are hereby revoked.

**SIGNED AS A DEED BY:**

Signature of Donor: Mark Alan Byron

I certify that this is a true and complete copy of the original

Dated 03/05/2012

Signed Mark Alan Byron

Mark Alan Byron  
74 Wilson St, Horsham  
An Australian Legal Practitioner  
within the meaning of  
the Legal Profession  
Uniform Law (Victoria)

**CERTIFICATE OF WITNESSES**

**WE JOHN STEWART BRACK** of 74 Wilson Street, Horsham, Solicitor and  
**LAUREN KATE HILL** of 74 Wilson Street, Horsham, Law Clerk

**CERTIFY:**

- (a) That this Enduring Power of Attorney has been signed in our presence at the direction and in the presence of the Donor of the power, and the Donor of the power gave that direction freely and voluntarily; and
- (b) That at the time of signing, the Donor appeared to each of us to have the capacity necessary to make this Enduring Power of Attorney.

Signature of Witness: .....



Signature of Witness: .....



**STATEMENT OF ACCEPTANCE**

I \_\_\_\_\_ of \_\_\_\_\_ in the State of  
Victoria ACCEPT appointment as an Attorney under this Enduring Power of  
Attorney and UNDERTAKE:

- (a) To exercise the powers conferred with reasonable diligence to protect the interests of the Donor; and
- (b) To avoid acting where there is any conflict of interest between the interests of the Donor and my interests; and
- (c) To exercise the powers conferred in accordance with Part XIA of the *Instruments Act 1958*.

Signature of Attorney: .....

 9, 3, 2012

I certify that this is a true and complete copy  
of the corresponding page of the original.

Dated 03/05/2012

Signed .....



Mark Alan Byron  
74 Wilson St, Horsham  
An Australian Legal Practitioner  
within the meaning of  
the Legal Profession  
Uniform Law (Victoria)

**STATEMENT OF ACCEPTANCE**

I \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria  
**ACCEPT** appointment as an Attorney under this Enduring Power of Attorney and  
**UNDERTAKE:**

- (a) To exercise the powers conferred with reasonable diligence to protect the interests of the Donor; and
- (b) To avoid acting where there is any conflict of interest between the interests of the Donor and my interests; and
- (c) To exercise the powers conferred in accordance with Part XIA of the *Instruments Act 1958*.

Signature of Attorney:  9, 03, 2012

**STATEMENT OF ACCEPTANCE**

I \_\_\_\_\_ of \_\_\_\_\_ in the State of Victoria  
**ACCEPT** appointment as an Attorney under this Enduring Power of Attorney and  
**UNDERTAKE:**

- (a) To exercise the powers conferred with reasonable diligence to protect the interests of the Donor; and
- (b) To avoid acting where there is any conflict of interest between the interests of the Donor and my interests; and
- (c) To exercise the powers conferred in accordance with Part XIA of the *Instruments Act 1958*.

Signature of Attorney:  9, 03, 2013

i certify that this is a true and complete copy  
of the corresponding page of the original.

Dated 02/05/2011

Signed 

Mark Alan Byron  
74 Wilson St, Horsham  
An Australian Legal Practitioner  
within the meaning of  
the Legal Profession  
Uniform Law (Victoria)

**STATEMENT OF ACCEPTANCE**

I \_\_\_\_\_ of \_\_\_\_\_ in the State of Queensland **ACCEPT** appointment as an Attorney under this Enduring Power of Attorney and **UNDERTAKE**:

- (a) To exercise the powers conferred with reasonable diligence to protect the interests of the Donor; and
- (b) To avoid acting where there is any conflict of interest between the interests of the Donor and my interests; and
- (c) To exercise the powers conferred in accordance with Part XIA of the *Instruments Act 1958*.

Signature of Attorney: ..... / /

I certify that this is a true and complete copy of the corresponding page of the original.

Dated 03/05/2011

Signed Mark Alan Byron

Mark Alan Byron  
74 Wilson St. Horsham  
An Australian Legal Practitioner  
within the meaning of  
the Legal Profession  
Uniform Law (Victoria)

**DATED** the 9<sup>th</sup> day of March, 2012

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**POWER OF ATTORNEY  
(FINANCIAL)**

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**BROWN & PROUDFOOT,**  
**Solicitors,**  
**74 Wilson Street,**  
**HORSHAM 3400**

**Tel: (03) 5382 4455**  
**Fax: (03) 5382 2215**  
**Ref: JSB:LH:120272**



CIVIC CENTRE  
 18 ROBERTS AVENUE, HORSHAM 3400  
 Tel 03 5382 9777 Fax 03 5382 1111  
 Email council@hrcc.vic.gov.au  
 Weekdays: 8.30am to 5.00pm  
 TTY 133 677 ask for 03 5382 9777

VALUATION AND RATE NOTICE / TAX INVOICE FOR THE YEAR ENDING 30 JUNE 2025  
 4811 37 019 724 705

Date of Notice: 23/08/2024  
 Date Declared: 22/07/2024  
 Assessment: 13605

033

If you are experiencing Financial Hardship please contact Council's Rates staff on 03 5382 9777 or email council@hrcc.vic.gov.au to confidentially discuss payment plan options.

DESCRIPTION AND LOCATION OF LAND	SITE VALUE	272,000
UNIT 1 36 MARDON DRIVE HORSHAM	CAPITAL IMPROVED VALUE	526,000
LOT 2 PS 515459C (LOT 72PT PS 503191M) HORSHAM	NETT ANNUAL VALUE	26,300
	EFFECTIVE DATE	01/07/2024
	LEVEL OF VALUE DATE	01/01/2024

AREA 587,0000 SQUARE METRES  
 AVPCC 110 DETACHED DWELLING

RATE DETAILS	RATE IN \$ / CHARGE	CIV / AMT	TOTAL
BALANCE AT 23/08/2024			\$47.57
RESIDENTIAL RATE	0.00380400	526,000	\$2000.90
MUNICIPAL CHARGE RESIDENTIAL	200.00	1	\$200.00
URBAN BIN SERVICE	527.00	1	\$527.00
GOVT PENSION REBATE - RATES			\$0.00
COUNCIL PENSION REBATE - RATES			\$0.00
VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY			
FSPL RESIDENTIAL FIXED	132.00	1	\$132.00
FSPL RESIDENTIAL VARIABLE	0.00008700	526,000	\$45.76
GOVT PENSION REBATE - FSPL			\$0.00

*PAID 1500 2/11/24 (1,453.23 owing)  
 = 485 x 3 (484.41)  
 SET UP  
 3 MONTHLY PAYMENTS OF 484.41*

TOTAL \$2,953.23

Payment In Full Due 17 Feb 2025 <b>\$2,953.23</b>	Or	On Instalments Instalment 1 Due 30 Sept 2024 <b>\$773.97</b>	Instalment 2 Due 2 Dec 2024 \$726.42	Instalment 3 Due 28 Feb 2025 \$726.42	Instalment 4 Due 2 Jun 2025 \$726.42
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Note: Payments received after the due date may be charged interest at 10% pa. Any arrears shown on this notice are due immediately and may accrue interest until paid.

To have your notices emailed:  
 Register at [hrcc.enotices.com.au](http://hrcc.enotices.com.au)  
 Reference No F221CC32AZ

Bill Code: 87221  
 Ref: 1360 51

Post Billpay  
 Billpay Code: 2315  
 Ref: 136051

BPAY this payment via internet or phone banking  
 BPAY View Registration No.: 1360 51

Pay in person at any post office,  
 phone 13 18 16 or go to  
[postbillpay.com.au](http://postbillpay.com.au)

ASSESSMENT: 13605

PO BOX 511  
 HORSHAM VIC 3402

RATEPAYER NAME:



# Urban Water Account

Unit 1/36 Mardon Drive HORSHAM VIC 3400

account number

2168790

issue date

28/10/2024

Registration Code  
**5AR15B**

billing and general enquiries  
office hours: **1300 659 961**  
difficulties and faults  
24 hours: **1800 188 586**



**GWM**Water

11 McLachlan Street (PO Box 481)  
Horsham Victoria 3402

info@gwmwater.org.au  
www.gwmwater.org.au

ABN: 35 584 588 263

tax invoice

due date

27/11/2024

amount due

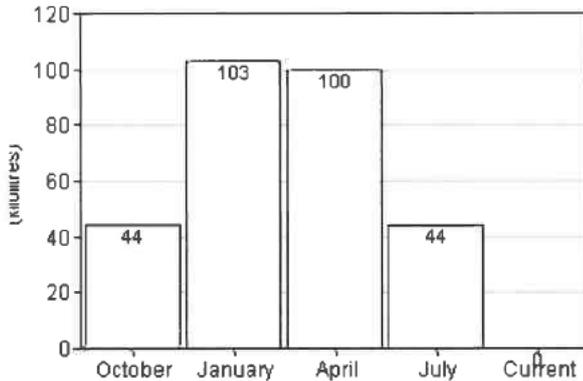
\$253.04



Next Reading:31/12/2024

033

Your Usage in KiloLitres



Billing Cycle

### Balance Brought Forward

Opening Balance	\$329.96
Transactions since last Account	-\$329.96

### Current Charges

Sewer Service	\$139.05
Water Service	\$113.99
<b>Total</b>	<b>\$253.04</b>

### Total Amount Due

<b>Total Amount Due</b>	<b>\$253.04</b>
Total includes GST of	\$0.00

Penalty interest of 6.2 % per annum will apply to overdue balances  
Use water wisely: [www.targetyourwateruse.vic.gov.au](http://www.targetyourwateruse.vic.gov.au)



Register to receive your notice via email

GO TO [GWMWATER.ENOTICES.COM.AU](http://GWMWATER.ENOTICES.COM.AU)  
YOUR REFERENCE NO: 625F1EF11Q

## payment slip



\*347 0000000000002168794

account number

2168790

amount due

\$253.04

If eligible and your concession has not been deducted please call 1300 659 961. Please see reverse for details.

amount being paid



Scan here to pay

Please see over for payment options



**SEWER SERVICE**

Service No	Date From	Date To	Days	Rate	Amount
136856	1/10/2024	31/12/2024	91	\$1.5280 per day	\$139.05

**WATER SERVICE**

Service No	Size	Date From	Date To	Days	Rate	Amount
136856	20.00mm	1/10/2024	31/12/2024	91	\$1.2526 per day	\$113.99

**Transactions since last Account**

Date	Description	Transaction Amount
18/08/2024	Receipt via BPay	<u>-\$329.96</u>
		<u>-\$329.96</u>

**PLEASE NOTE**

Payments made in the last 7 days may not have been credited to your account prior to issuing this invoice.

**PAYMENT PLANS**

Payment plans are available should you wish to pay by instalments. Please contact us on 1300 659 961.

**CUSTOMER SUPPORT**

If you are experiencing genuine financial hardship in paying your account, GWMWater may be able to assist you. Please contact us on 1300 659 961. You can be assured of sympathetic and confidential consideration of your circumstances.

**LATE PAYMENT PENALTIES**

If a final notice is issued, payments not received by the due date of the final notice, may incur an interest penalty calculated from the due date. Please refer to GWMWater's urban and rural customer charters for more information.

**ADDITIONAL SERVICES**

To access our Translating and Interpreting Service contact 131 450 and ask to be connected to 1300 659 961. Deaf, hearing impaired or speech/communication impaired customers may call the National Relay Service (TTY service) by dialing 133 677 and quoting 1300 659 961.

**PENSION AND CONCESSION CARD REBATE**

Concession entitlements include all eligible pensioners and health care card holders. Cardholders already registered with GWMWater will automatically receive concessions on each account. By claiming a concession, you will be authorising GWMWater to confirm your eligibility with Services Australia or the Department of Veteran Affairs. This consent will be ongoing and can be revoked by Services Australia, Department of Veteran Affairs or by contacting GWMWater on 1300 659 961.

**WATER AND SEWERAGE REBATE SCHEME**

The State Government offers a rebate on fixed water and wastewater (sewerage) service charges for eligible not-for-profit organisations. Further details regarding eligibility may be obtained by contacting GWMWater on 1300 659 961.

**RESIDENTIAL TENANTS**

Tenants living in separately metered properties and who have signed a Residential Tenancy Agreement may be liable for water consumption. Tenants should notify GWMWater 48 hours prior to occupying or vacating a property so that a meter reading can be organised for you. Tenants vacating premises must provide a forwarding address.

**ACCESS TO WATER METERS**

From time-to-time GWMWater may require access to the water meter that services your property for maintenance and meter reading purposes. We ask that water meters are kept accessible and clear of obstructions where possible.

**ESTIMATED READINGS**

Where a meter reading has been estimated this will be indicated by an 'E' on your account. If you believe the estimate is not appropriate you may provide a self-read to GWMWater by providing a clear photo of the meter reading. You may request your most recent account to be amended when providing a self-read.

**ENVIRONMENTAL CONTRIBUTION**

Charges for water and wastewater services include a contribution toward GWMWater's environmental levy. The environmental contribution levy will be used to improve and protect our rivers and water sources, save water in towns and farms, and support water recycling initiatives.

To report difficulties and faults at any time, please contact 1800 198 586.

**CHANGE OF ADDRESS**

Please phone GWMWater on 1300 659 961 if your postal address has changed.



**In person**

Present this invoice intact to any post office or GWMWater, 11 McLachlan Street, Horsham



**Mail**

Tear off deposit slip and mail with cheque to GWMWater, PO Box 481, Horsham 3402



POSTbillpay Code: 0347

Ref 0000002168794

Phone 13 18 16 or go to postbillpay.com.au



**Direct debit**

To deduct payments directly from your bank account, contact GWMWater on 1300 659 961.

**Centrepay - Reference Number 555 062 362L**

Use Centrepay to make regular deductions from your Services Australia payment. Centrepay is a voluntary and easy payment option available to Services Australia customers.

Go to [servicesaustralia.gov.au/centrepay](http://servicesaustralia.gov.au/centrepay) for more information on how to set up your Centrepay deductions or call GWMWater on 1300 659 961.



Billers Code: 79855  
Ref: 2168790

Contact your participating bank, credit union or building society to pay this account from your cheque, savings or credit card account. Please quote biller code.



**BPAY View**  
View and pay this bill using internet banking.

# Property Clearance Certificate

## Land Tax



INFOTRACK / HORSHAM LEGAL PTY LTD T/AS BROWN & PROUDFOOT

**Your Reference:** 231336  
**Certificate No:** 81052414  
**Issue Date:** 06 DEC 2024  
**Enquiries:** ESYSPROD

**Land Address:** UNIT 1, 36 MARDON DRIVE HORSHAM VIC 3400

Land Id	Lot	Plan	Volume	Folio	Tax Payable
33094828	2	515459	10903	536	\$0.00

**Vendor:**

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR THOMAS BROWN	2024	\$174,000	\$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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

**Paul Broderick**  
 Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$460,000
<b>SITE VALUE:</b>	\$174,000
<b>CURRENT LAND TAX CHARGE:</b>	\$0.00



# Notes to Certificate - Land Tax

**Certificate No:** 81052414

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$174,000

Calculated as \$975 plus ( \$174,000 - \$100,000) multiplied by 0.000 cents.

## Land Tax - Payment Options

**BPAY**



Bill Code: 5249  
Ref: 81052414

**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](http://www.bpay.com.au)

**CARD**



Ref: 81052414

**Visa or Mastercard**

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / HORSHAM LEGAL PTY LTD T/AS BROWN & PROUDFOOT

Your Reference: 231336

Certificate No: 81052414

Issue Date: 06 DEC 2024

Enquires: ESYSPROD

**Land Address:** UNIT 1, 36 MARDON DRIVE HORSHAM VIC 3400

Land Id	Lot	Plan	Volume	Folio	Tax Payable
33094828	2	515459	10903	536	\$0.00

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

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$460,000
SITE VALUE:	\$174,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 81052414

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / HORSHAM LEGAL PTY LTD T/AS BROWN & PROUDFOOT

**Your Reference:** 231336  
**Certificate No:** 81052414  
**Issue Date:** 06 DEC 2024

**Land Address:** UNIT 1, 36 MARDON DRIVE HORSHAM VIC 3400

Lot	Plan	Volume	Folio
2	515459	10903	536

**Vendor:**

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**Paul Broderick**  
Commissioner of State Revenue

<b>CURRENT WINDFALL GAINS TAX CHARGE:</b> <b>\$0.00</b>
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# Notes to Certificate - Windfall Gains Tax

Certificate No: 81052414

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 81052417</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 81052417</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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**WES DAVIDSON**  
REAL ESTATE

## **RESIDENTIAL TENANCY AGREEMENT**

PROPERTY: 1/36 Mardon Drive, Horsham

RENTAL PROVIDER:

RENTER:

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Managed by  
Wes Davidson Real Estate Pty Ltd  
71 Wilson Street, Horsham  
Ph 5382 0000 Fax 5382 0600  
Email: [rentals@wdre.com.au](mailto:rentals@wdre.com.au)  
Web: [www.wdre.com.au](http://www.wdre.com.au)

# Residential Tenancy Agreement

## Residential Tenancies Act 1997

## Conditions of Agreement

-  1. THIS AGREEMENT is made on the date specified in item 1 in the Schedule hereto **BETWEEN** the **RENTAL PROVIDER** whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the **RENTER** whose name and address is specified in item 4 in the Schedule.

### PREMISES AND RENT

The **RENTAL PROVIDER** lets to the **RENTER** the **PREMISES** specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the **RENTAL** shall be the amount specified in item 6 in the Schedule commencing on the date specified in item 7 of the Schedule and payable by the **RENTER** to the party specified in item 8 in the Schedule.

### BOND

The **RENTER** shall pay a **BOND** of the amount specified in item 9 of the Schedule to the **RENTAL PROVIDER/AGENT** on or before the signing of this Agreement. In accordance with the Residential Tenancies Act 1997 the **RENTAL PROVIDER/AGENT** must lodge the **BOND** with the Residential Tenancies Bond Authority within 5 business days of receiving the **BOND**.

### FIXED TERM TENANCY

The term of this Agreement shall be as specified in item 10 in the Schedule **COMMENCING** on the date specified in item 11 in the Schedule and **ENDING** on the date specified in item 12 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act, 1997 this Agreement shall hereafter continue as a periodic tenancy.

OR

### PERIODIC TENANCY

This Agreement shall commence on the date specified in item 13 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act, 1997.

-  2. **CONDITION OF THE PREMISES**  
The **RENTAL PROVIDER** shall make sure that the premises are maintained in good repair.

-  3. **DAMAGE TO THE PREMISES**  
(a) The **RENTER** shall make sure that care is taken to avoid damaging the premises.  
(b) The **RENTER** shall give notice to the **RENTAL PROVIDER** of any damage to the premises as soon as the **RENTER** becomes aware of the damage.  
(c) The **RENTER** must take reasonable care to avoid damaging the premises and any common areas.

-  4. **CLEANLINESS OF THE PREMISES**  
(a) The **RENTAL PROVIDER** shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the **RENTER** shall enter into occupation of the premises.  
(b) The **RENTER** shall keep the premises in a reasonably clean condition during the period of Agreement.

-  5. **USE OF PREMISES**  
(a) The **RENTER** shall not use or allow the premises to be used for any illegal purpose.  
(b) The **RENTER** shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause interference with the reasonable peace, comfort or privacy of any occupier or neighbour.

-  6. **QUIET ENJOYMENT**  
The **RENTAL PROVIDER** shall take all reasonable steps to make sure that the **RENTER** has quiet enjoyment of the premises.

-  7. **ASSIGNMENT OR SUB-LETTING**  
(a) The **RENTER** shall not assign or sub-let the whole or any part of the premises without the consent of the **RENTAL PROVIDER**.  
The **RENTAL PROVIDER'S** consent shall not be unreasonably withheld.  
(b) The **RENTAL PROVIDER** shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred in relation to the preparation of an assignment in writing of this Agreement.

-  8. **RESIDENTIAL TENANCIES ACT, 1997**  
Both parties to this Agreement shall comply with the provisions of the Residential Tenancies Act, 1997 as they apply to each party.  
(Note: Reference should be made to Part 2 of the Residential Tenancies Act, 1997 for further rights and duties).

-  9. The **RENTER** shall pay all charges in respect of the re-connection of electricity, gas and telephone where the rented premises is separately metered for these services and pay for any cost of water usage for the premises if applicable.

-  10. The **RENTER** shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the **RENTER** shall pay to the **RENTAL PROVIDER** all increased premiums and all other expenses incurred as a consequence of any breach of this term.

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

**ADDITIONAL TERMS**

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

12. The **RENTER** shall indemnify the **RENTAL PROVIDER** for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the **RENTER** or anyone on the premises with the consent of the **RENTER**. Without limiting the generality of the foregoing. The **RENTER** shall indemnify the **RENTAL PROVIDER** for the cost of repairs to plumbing blockages caused by the negligence or misuse of the **RENTER**.
13. The **RENTER** shall indemnify the **RENTAL PROVIDER** against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the **RENTER**, or the **RENTER'S** servants, **AGENT'S** and/or invitees.
14. The **RENTER** shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the **RENTAL PROVIDER** or **AGENT**.
15. The **RENTER** acknowledges that it is the **RENTER'S** responsibility upon the termination of the Agreement to deliver the keys to the premises to the **AGENT'S** office and to continue paying rent until such time as the keys are delivered.
16. The **RENTER** shall not use the premises for any purpose other than for residential purposes without the written consent of the **RENTAL PROVIDER**.
17. The **RENTER** shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
18. The **RENTER** shall not keep any animal, bird or pet on the premises without the written consent of the **RENTAL PROVIDER**. (Note: written consent of the Body Corporate Committee will be necessary in an own-your-own unit.)
19. The **RENTER** shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the **RENTER** for collection by the Local Council or Health Department and returned to its allocated place.
20. The **RENTER** shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
21. The **RENTER** shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.
22. The **RENTER** shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
23. The **RENTER** shall allow the **RENTAL PROVIDER** or his **AGENT** to put on the premises a notice or notices 'to let' during the last month of the term of the Agreement. The **RENTER** shall also allow the **RENTAL PROVIDER** or his **AGENT** to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises by the **RENTAL PROVIDER** or his **AGENT** to present the property to prospective purchasers or **RENTERS** upon 24 hours' notice or by Agreement with the **RENTER** and the **RENTAL PROVIDER** or the **RENTAL PROVIDER'S AGENT**.
24. The **RENTER** acknowledges that no promises, representations, warranties or undertakings have been given by the **RENTAL PROVIDER** or **AGENT** in relation to the suitability of the premises for the **RENTER'S** purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
25. No consent or waiver of any breach by the **RENTER** of the **RENTER'S** obligations under the Residential Tenancies Act, 1997 shall prevent the **RENTAL PROVIDER** from subsequently enforcing any of the provisions of this Agreement.
26. The **RENTER** agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the **RENTER** shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the **RENTAL PROVIDER**. The standard Rules of the Sub-Division (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate.
27. In accordance with the provisions of Section 44 of the Residential Tenancies Act, 1997, the **RENTAL PROVIDER** may from time to time at any time, other than within the terms specified in the schedule as the fixed term, increase the rent by giving the **RENTER** at least 60 days' notice of the increase.
28. This Agreement may be amended only by an Agreement in writing signed by the **RENTAL PROVIDER** and the **RENTER**.
29. The **RENTER** shall at the **RENTER'S** expense replace all lighting tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
30. The **RENTER** agrees to fully and regularly maintain and water the garden area (within water restriction guidelines), including trees and shrubs, to mow the lawn and to remove all garden weeds and rubbish from the property. The tenant agrees to ensure that the garden and lawn areas are maintained at all times to the same condition as at the commencement of the tenancy agreement. The **RENTER** acknowledges that they are not permitted to park on any lawn or nature strip areas.

31. If the **RENTER** wishes to vacate the premises at the expiration of this Agreement the **RENTER** shall give the **RENTAL PROVIDER** or **AGENT** written notice of the **RENTER'S** intention to vacate 28 days prior to the expiration of the Agreement. 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 **RENTER** must give written notice of the **RENTER'S** intention to vacate the premises specifying the termination date that is not earlier than 28 days after the day on which the **RENTER** gives notice.
32. The **RENTER** acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the **RENTER** shall not refuse to pay rent on the ground that the **RENTER** intends to regard as rent paid by the **RENTER** the bond or any part of the bond paid in respect of the premises. The **RENTER** acknowledges that failure to abide by this section of the Act renders the **RENTER** liable to a penalty of \$1000.
33. The **RENTER** agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the property. The **RENTER** also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land on which it is situated to their original condition forthwith. The **RENTER** agrees to clean any oil spill onto the concrete or common areas.
34. The **RENTER** agrees to the Agent, on behalf of the Landlord, to carry out a routine inspection after the first three months of the tenancy and thereafter at regular intervals of not less than six months with the required notification to the **RENTER**. The **RENTER** acknowledges that the Agent may take inside photos of the property during this inspection.
35. The **RENTER** agrees to have all carpets professionally shampooed at the end of the tenancy and to provide a receipt for same. BriTex or 'Do it yourself' hire machines will not be accepted. The **RENTER** also agrees that the interior of the property shall be professionally cleaned to the original state. This will ensure prompt return of the **RENTERS** bond.
36. The **RENTER** must:
- (a) Check each smoke detector in the premises regularly to confirm that it is kept fully operational. These checks are to ensure the safety of the tenant and the security of the premises.
  - (a) Replace the battery in each smoke detector on the 1st week of April & 1st week of October each year (or earlier if this becomes necessary).
  - (a) Immediately notify the Agent of any faulty smoke detector (and confirm this advice to the Agent in writing the same day).
37. The **RENTER** agrees to refrain from using 'BLU TAC' to adhere posters etc. to internal walls and doors. As this is an oil based product it may leave marks which are impossible to remove by normal cleansing and may necessitate a re-paint of the effected areas at the tenants expense.
38. The **RENTER** agrees to refrain from placing and watering pot plants on the carpets as any subsequent damage must be rectified and can often be costly.
39. The **RENTER** is required to keep the rent 2 weeks in advance at all times. If the tenant fails to do this and the rent falls 14 days or more in arrears, an Application will be made to the Victorian Civil Administrative Tribunal to vacate incurring a cost to the tenant of \$55.60 including GST. Rent may be paid by different methods.
1. Ezidebit - Direct Debit form can be filled out upon signing of your Lease or at anytime during your tenancy.
  2. Cash, cheque can be paid at any NAB branch - You must provide a reference number (this can be obtained at our office)
  3. Direct from a Centrelink Payment
40. The **RENTER** is aware that in the event of the Landlord desires to sell the Property during the tenancy then tenant will permit the Landlord or his Agents to affix notices on the property indicating that it is For Sale and to take prospective purchasers through the Property at all reasonable times.
41. The **RENTER** acknowledges that this agency may conduct independent evaluation checks including a Tenancy Check via National Tenancies Database. The information provided will be used only for the purpose of property management.
42. The **RENTER** is aware of the following CONTACT DETAILS FOR URGENT REPAIRS:
- |   |   |
|---|---|
| AGENT: Wes Davidson Real Estate         | REIV ACCREDITED PROPERTY MANAGER: Kylie Horton  |
| ADDRESS: 71 Wilson Street, Horsham 3400 | TELEPHONE: (03) 5382 0000 24 HOURS              |
| FAX: (03) 5382 0600                     | CAN AGENT AUTHORISE URGENT REPAIRS?: YES        |
| MAXIMUM AUTHORITY AMOUNT: \$1800        | URGENT REPAIRS CONTACT PHONE NO: (03) 5382 0000 |
43. The **RENTER** acknowledges that they are aware it is NOT the **RENTAL PROVIDER'S** responsibility to insure the tenant's possessions. The rental provider's insurance policy covers only the building plus any fixtures and fittings. With the ever-increasing incidence of burglary and theft, it is strongly recommended that you take out content's insurance cover.
44. **Lease-Break** - Should the tenant find it necessary to vacate the premises prior to the expiration of the tenancy agreement, the tenant shall:
- a) Immediately notify the rental provider/agent in writing of intention to do so.
  - b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy or expiry, whichever is sooner.
  - c) Pay the agent a letting commission equivalent to two (2) weeks rent plus GST and re advertising cost of \$100.00 plus GST. These fees are to be paid within a week to ensure re-advertising.
  - d) Agree that the above costs and expenses may be deducted from the bond, however if funds are insufficient, acknowledge that they are liable for the balance.
  - e) Pay the agent any associated administration costs.
  - f) Pay any costs associated with and charged by utility companies.
45. The **RENTER** acknowledges the right of the Landlord under the Residential Tenancies Act 1997 to issue a notice that will terminate the tenancy at the end of a fixed term agreement.

 46. 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 the occupation of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as evidence of the general condition of the premises.

 47. The **RENTER** acknowledges that if they change the locks on the premises that they are required to supply the Agent with a duplicate copy. The **RENTER** is aware that in the event they lock themselves out of their property after office hours and a staff member is required to attend the office to supply a spare key, the **RENTER** shall pay to the Agent a fee of \$80.00 plus GST.

 48. Where a **RENTAL PROVIDER** under a fixed term tenancy agreement lets the Landlord's premises that immediately before entering into the agreement was his Principle Place of Residence, the Landlord may at least 14 days before the end of the term of the agreement give to the Tenant notice to vacate specifying a termination date that is the date of, or a date after the end of the term. This is if the property is the Landlord's Principle place of Residence.

 49. The **RENTER** acknowledges that Wes Davidson Real Estate has a No Smoking Policy with all rental properties. The **RENTER** acknowledges that there is to be no smoking inside the rental premises and they will be liable to repair any damage caused if smoking does occur within the rental period.

 50. The **RENTER** acknowledges that in the event there are additional cleaning, repairs or yard work to be completed after the property becomes vacant, the **RENTER** has 24 hours only to ensure this work is done or the **AGENT** has permission to deduct the costs from the bond held at the RTBA.

 51. The **RENTER** acknowledges that all maintenance reports must be in writing. There are four ways in which this to be done. You may either:

1. Email us at [rentals@wdre.com.au](mailto:rentals@wdre.com.au)
2. Fax us on 5382 0600
3. Fill out a maintenance request form on [www.wdre.com.au](http://www.wdre.com.au)
4. Fill out a maintenance request form here in the office.

For an urgent repair, please contact the office immediately, but we must also have the report in writing within 24 hours. Please provide us with accurate details to ensure the request is attended to as quickly as possible.

 52. If at any time the **RENTER** wishes to get an additional copy of their Lease Agreement there will be a charge of \$11.00.

 53. The Agent uses personal information collected from the Principal to act as the Principals agent and to perform their obligations under this agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients. The Agent may disclose information to other parties including media organisations, potential tenants, clients of the Agent both existing and potential, tradespeople, bodies corporate, financial institutions, government and statutory bodies and third parties as required by law. The Agent may also disclose information to others on the internet. The Agent will only disclose information in this way to other parties as required to perform their duties under this agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy act 1988. If the Principal would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this agreement. The Principal can also correct this information if it is inaccurate, incomplete or out of date. Real Estate, and tax laws require some of this information to be collected. If the information is not provided, the Agent may not be able to act effectively on the Principals behalf or at all.

Please notify the agent immediately if you do not wish to receive any correspondence via SMS.

The initial supply of, ongoing record of, and permitted use of your private information is at your discretion except where those details are required to be kept and/or disclosed by law. You may update, alter or delete your information at anytime and without penalty except where those details are required to be kept and/or disclosed by law. If certain information however is not provided, we as agent may not be able to effectively act on your behalf.

If you would like to access your personal information held by us you can do so by contacting us via phone, fax or email as detailed on this agreement. You can also contact us by calling in to the office at 71 Wilson Street Horsham.

In addition, our company would like to clearly alert you to the fact that although it is our intention to protect your privacy at all times there is always a possibility that our firewalls, virus scanning and other security systems may be breached or bypassed and be unable to protect our computer system from corruption via viruses and/or hackers which may result in the unauthorised access to and distribution of personal details from our database. We will not assume liability for breaches of this nature beyond our control.

We reserve the right to alter our privacy policy from time to time, and these changes will be made available for your inspection at [www.wdre.com.au](http://www.wdre.com.au).

 54. The **RENTER** acknowledges that if he/she vacates the property without advising Wes Davidson Real Estate and any other person takes occupation of the property, the **RENTER** will remain fully responsible and liable for the actions of the person/s, loss of rent and damage to the property as a result of their occupation. The **RENTER** understands that a fee of 1 weeks rent plus GST will be payable for each tenant transfer during the tenancy.

55. The **RENTER** agrees to electronic signatures and communication.

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## SCHEDULE

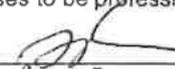
- Item 1: DATE OF AGREEMENT:** Friday 17th May, 2024
  
- Item 2: RENTAL PROVIDER:** Name: 71 Wilson Street  
Address: HORSHAM 3400
  
- Item 3: AGENT:** Registered Business Name: Wes Davidson Real Estate Pty Ltd  
Address: 71 Wilson Street, HORSHAM 3400  
Telephone: 03 5382 0000
  
- Item 4: RENTER:**
- Item 5: PREMISES:** 1/36 Mardon Drive  
Horsham VIC 3400  
Including Chattels (attach inventory if necessary)
  
- Item 6: RENTAL:** \$460.00 per week  
Payable fortnightly in advance
  
- Item 7: COMMENCING ON:** 13/06/2024
  
- Item 8: RENTAL PAYMENTS TO AGENT:** See Clause 39 of the Lease Agreement for accepted methods
  
- Item 9: BOND:** \$1999.00
- FIXED TERM AGREEMENT:**
- Item 10: FIXED TERM:** 12 months
  
- Item 11: COMMENCEMENT DATE:** 13/06/2024
- Item 12: TERMINATION DATE:** 12/06/2025

**PERIODIC TENANCY:**  
**Item 13: COMMENCEMENT DATE:**

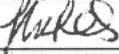
**Item 14: WATER USAGE:** Tenant to pay water usage

**SPECIAL CONDITIONS:** No parking on nature strip or lawn areas.  
 Renter to maintain garden and lawns.  
 No smoking inside.  
 Premises to be professionally cleaned prior to vacating.

**SIGNED** by the Rental Provider /Agent

 on behalf of

in the presence of:

 (Witness)

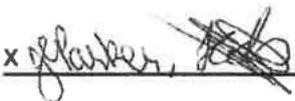
**SIGNED** by the Tenant



in the presence of:

 (Witness)

The **RENTER** hereby acknowledges having received a copy of Renting a Home – A guide for Renters and Rental Providers, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act, 1997.

x 

SIGNED BY RENTER/S

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 15 January 2024 10:48 AM

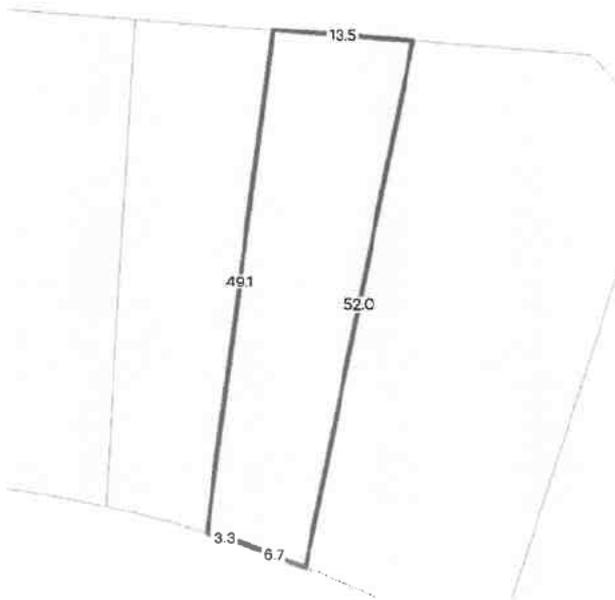
## PROPERTY DETAILS

Lot and Plan Number: **Lot 2 PS515459**  
 Address: **1/36 MARDON DRIVE HORSHAM 3400**  
 Standard Parcel Identifier (SPI): **2\PS515459**  
 Local Government Area (Council): **HORSHAM**  
 Council Property Number: **13605**  
 Directory Reference: **Vicroads 544 H7**

[www.hrcc.vic.gov.au](http://www.hrcc.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 588 sq. m

**Perimeter:** 125 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: **Grampians Wimmera Mallee Water**  
 Urban Water Corporation: **Grampians Wimmera Mallee Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
 Legislative Assembly: **LOWAN**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this parcel can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

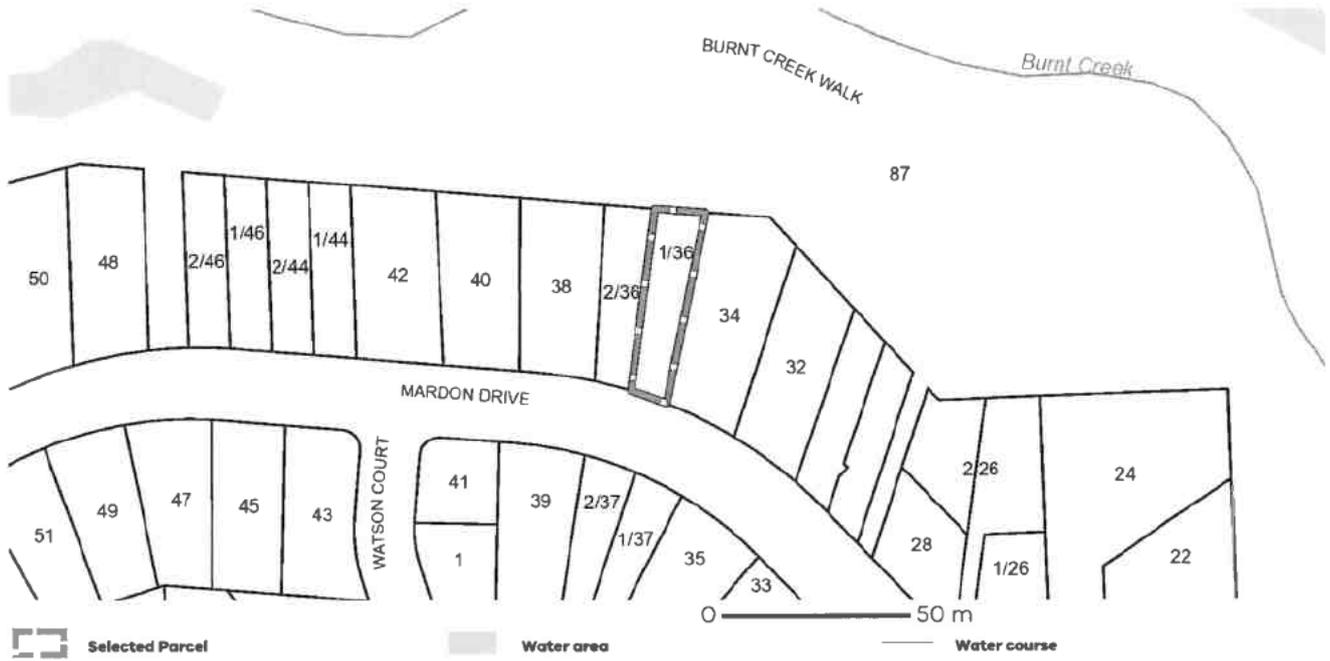
**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



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PROPERTY REPORT: Lot 2 P5515459

# PLANNING PROPERTY REPORT



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 15 January 2024 10:49 AM

## PROPERTY DETAILS

Lot and Plan Number: **Lot 2 PS515459**  
 Address: **1/36 MARDON DRIVE HORSHAM 3400**  
 Standard Parcel Identifier (SPI): **2\PS515459**  
 Local Government Area (Council): **HORSHAM** [www.hrcc.vic.gov.au](http://www.hrcc.vic.gov.au)  
 Council Property Number: **13605**  
 Planning Scheme: **Horsham** [Planning Scheme - Horsham](#)  
 Directory Reference: **Vicroads 544 H7**

## UTILITIES

Rural Water Corporation: **Grampians Wimmera Mallee Water**  
 Urban Water Corporation: **Grampians Wimmera Mallee Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **POWERCOR**

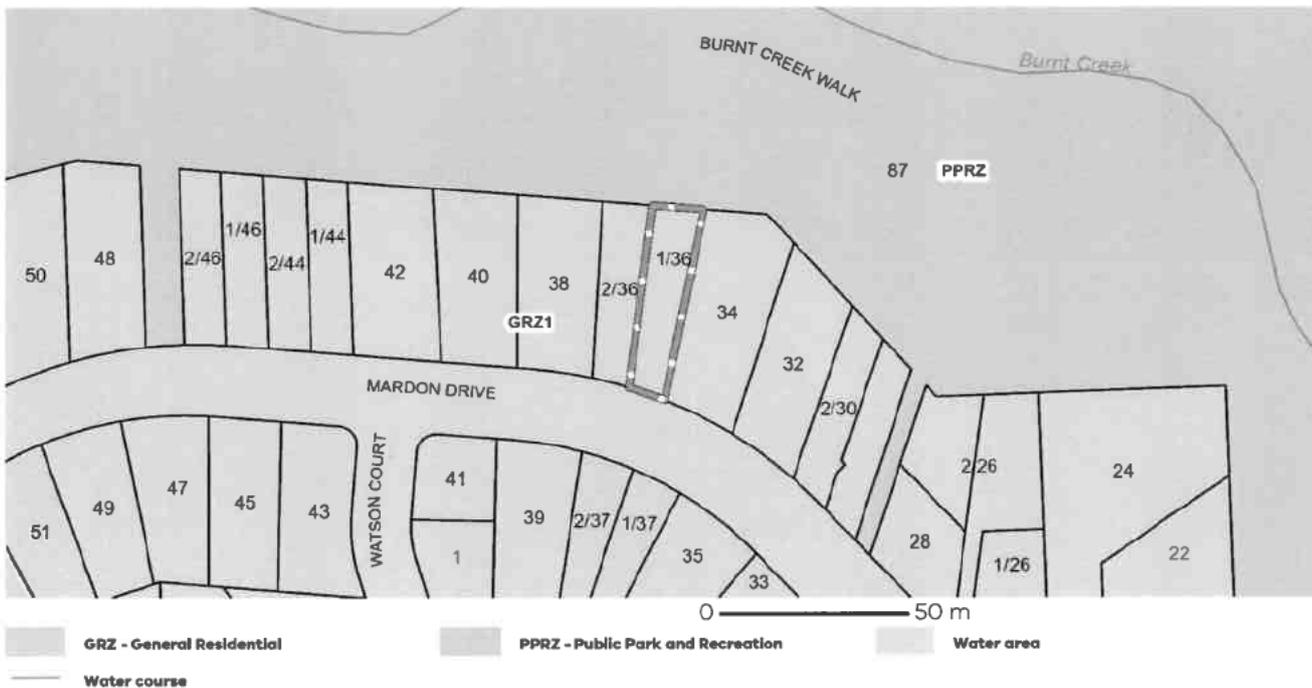
## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
 Legislative Assembly: **LOWAN**  
 OTHER  
 Registered Aboriginal Party: **Barengi Gadjin Land Council Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

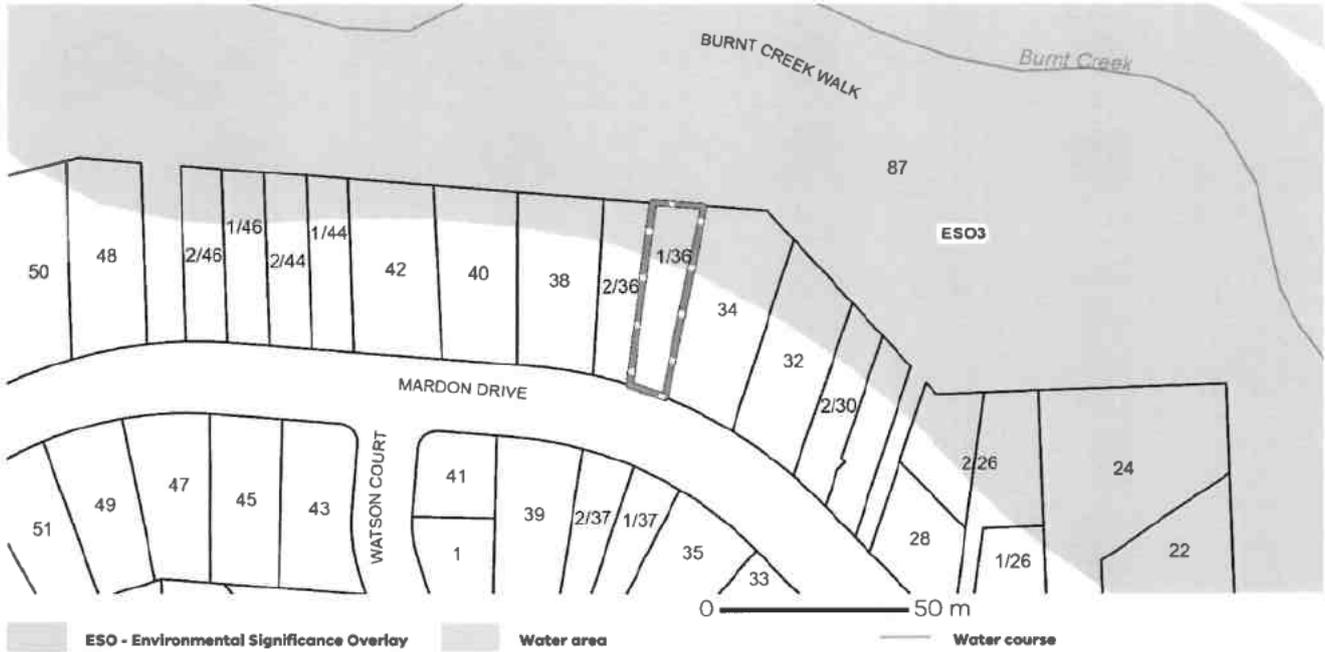
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# PLANNING PROPERTY REPORT

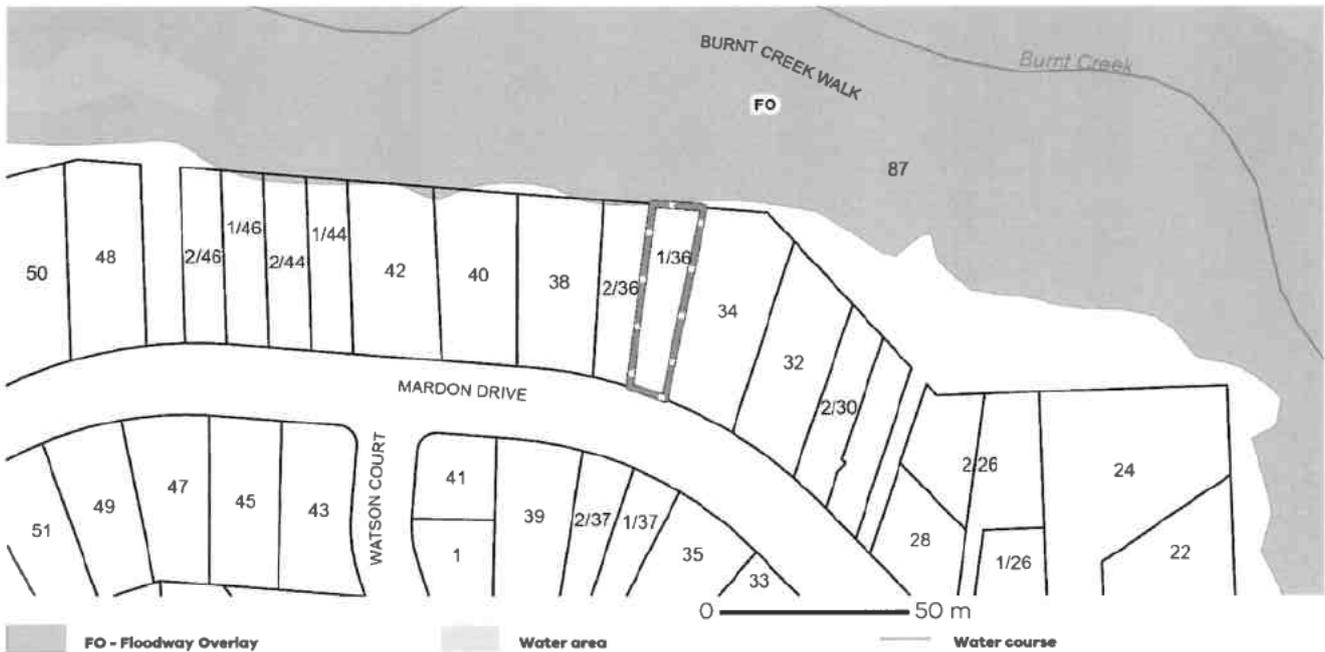
## Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)  
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 3 (ESO3)



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

FLOODWAY OVERLAY (FO)  
FLOODWAY OVERLAY SCHEDULE (FO)



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

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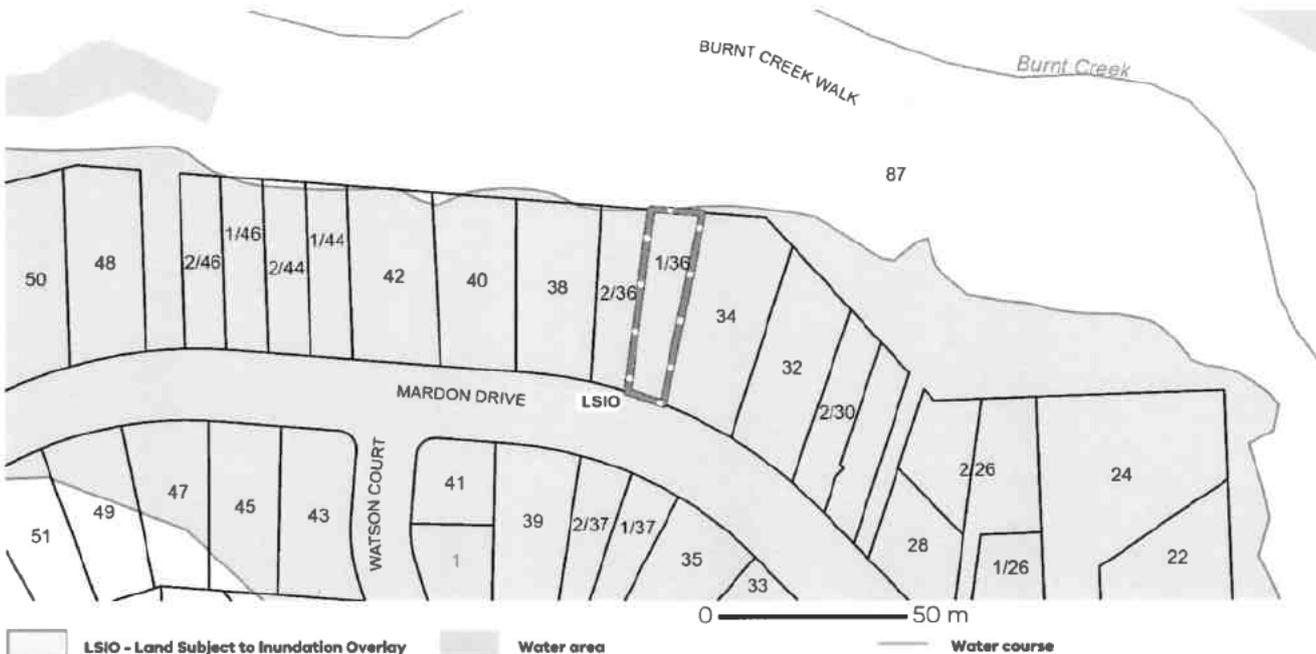
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# PLANNING PROPERTY REPORT

## Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

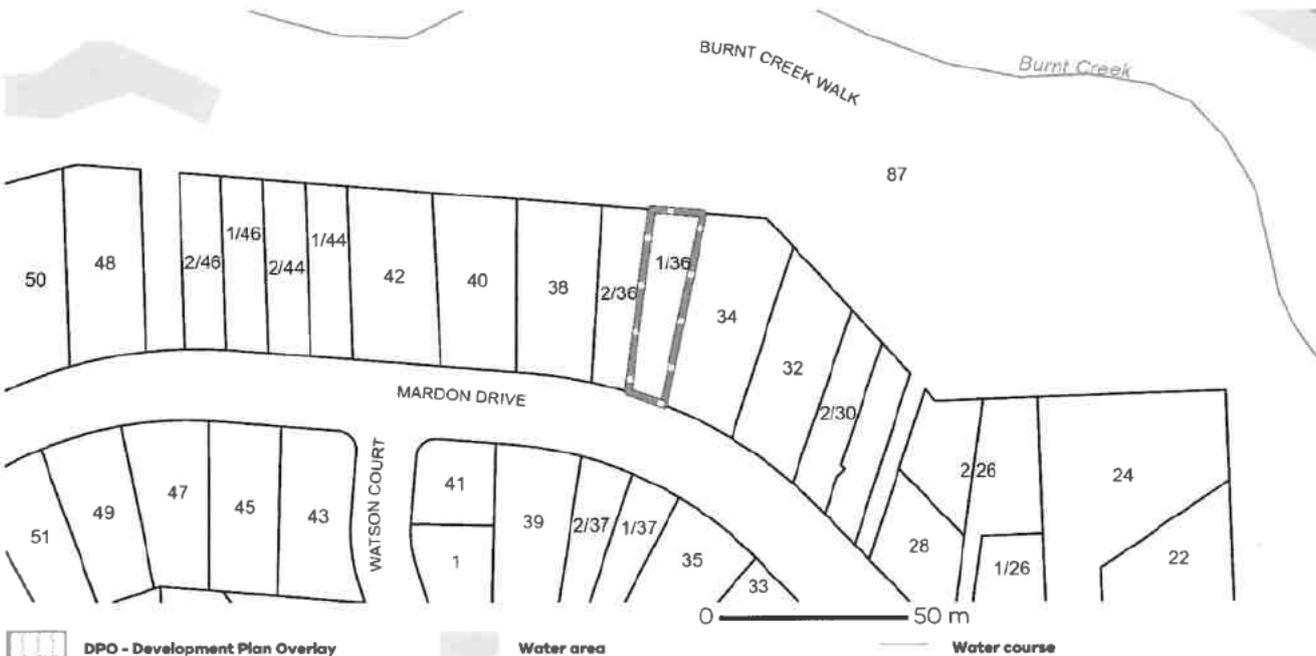
LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIOS)



### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)



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# PLANNING PROPERTY REPORT

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

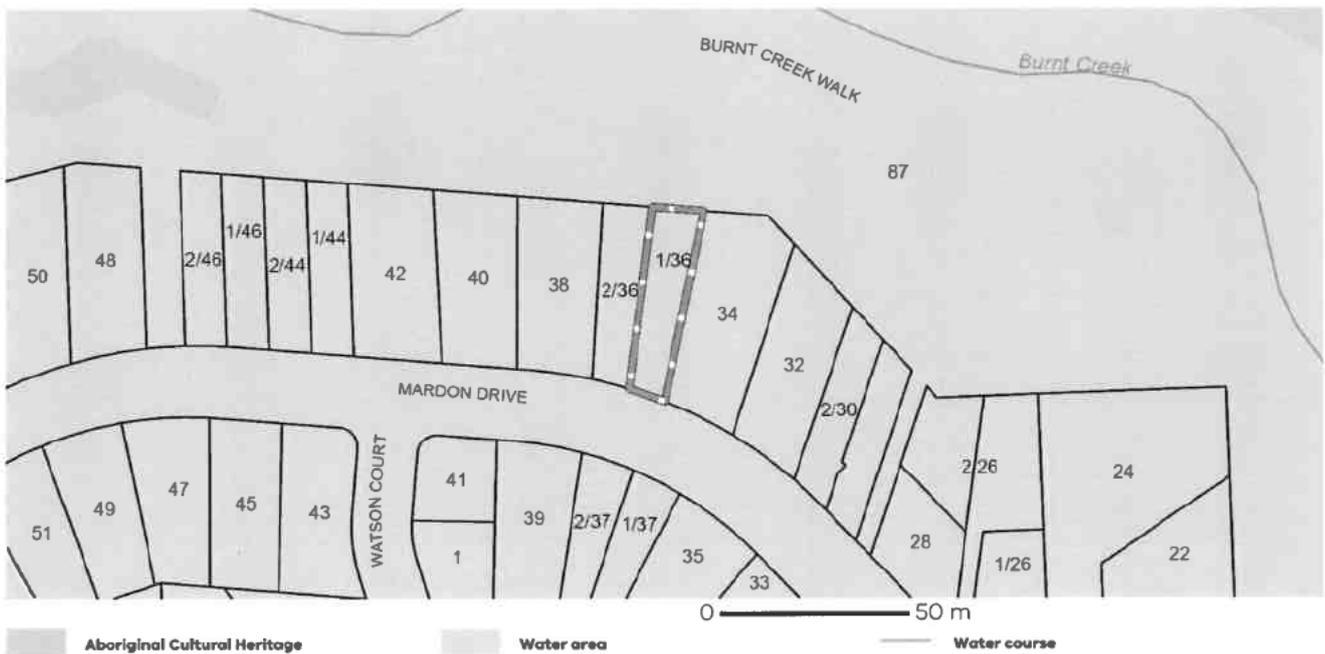
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



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# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

# PLANNING PROPERTY REPORT



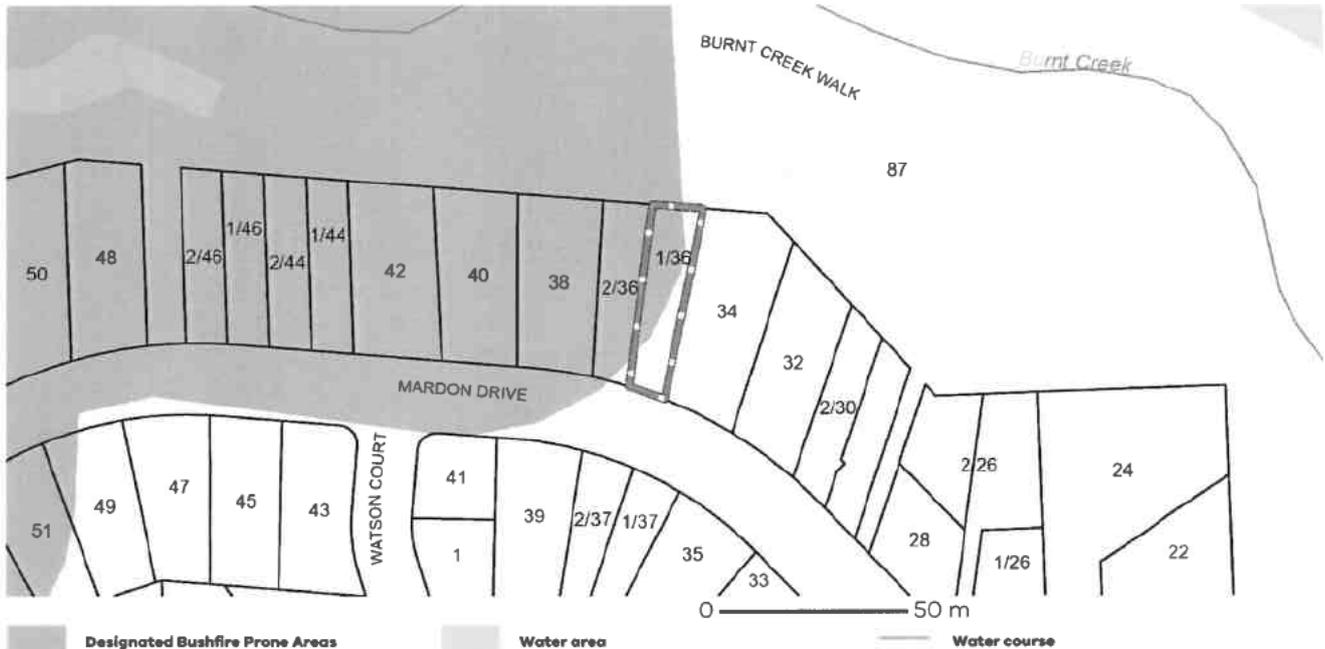
Environment,  
Land, Water  
and Planning

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

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## Due diligence checklist

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

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

### Urban living

#### Moving to the inner city?

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

#### Is the property subject to an owners corporation?

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

### Growth areas

#### Are you moving to a growth area?

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

### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

#### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## Land boundaries

### Do you know the exact boundary of the property?

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

## Planning controls

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

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

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

### Are there any proposed or granted planning permits?

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

### Are any recent building or renovation works covered by insurance?

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

## Utilities and essential services

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

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

## Buyers' rights

### Do you know your rights when buying a property?

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

(04/10/2016)