

**SCOTT JASON HILDER
("VENDOR")**

VENDOR STATEMENT

5 COCKATOO AVENUE, COCKATOO 3781

**FALCONE & ADAMS
Lawyers
Level 1 / 329-331 Belgrave-Gembrook Road,
Emerald VIC 3782
Tel: 5968 3666
Email: office@falconeadams.com.au
JSF:JH:132800E**

1. FINANCIAL MATTERS

1.1 Outgoings

Particulars of any rates, taxes, charges or other similar outgoings including any owners corporation charges or levies (and any interest on them) are as follows:

- (a) Their total does not exceed \$2,270.27

There are no amounts for which the Purchaser may become liable as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge which are not included in Item 1.1(a) above, other than any an amount of:

- (b) that proportion of the rates, taxes, charges or other similar outgoings including any owners corporation charges or levies that relates to the Purchaser's ownership and/or occupation of the Land;
- (c) any goods and services tax (if applicable);
- (d) any costs, charges or expenses whatsoever incurred by the Vendor arising directly or indirectly out of failure by the Purchaser to settle on the due date including, without limitation, additional interest under any mortgage affecting the Land.

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:

- (a) Are contained and described in the documents and certificates attached to this Vendor Statement (if any).
- (b) The Vendor discloses to the Purchaser that under Section 96 of the *Land Act 2005 (Vic)*, unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the Land to which it relates.

1.3 Terms Contract

Not applicable.

1.4 Sale Subject to Mortgage

Not applicable.

1.5 Goods and Services Tax

The sale price in any contract for the Land is exclusive of any Goods and Services Tax ("GST") unless the contract provides otherwise. Should GST be or become payable on the sale of the Land the price will be increased by the amount of GST so payable.

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

- (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 AVPCC No. 110
- (b) Is the land tax reform scheme land within the meaning of the CIPT Act? YES NO
- (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 or property clearance certificate or is as follows Date:
OR
 Not applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if the 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 of 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):

- As set out in the attached copies of title documents;
- Easements that are implied under section 12 (2) of the Subdivision Act 1988 (Vic);
- Restrictions imposed by the Owners Corporation Act 2006 (Vic) and the Owners Corporations Regulations 2007 (Vic) – not applicable;
- Any public rights of way and any private easement arising by use of the Land other than the Vendor. These may be evident from an inspection of or observation from the Land; and
- Any conditions, restrictions or encumbrances set out in the attached certificates.

(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 restriction except as may be apparent from an inspection of the land.

Note: Drains, sewers, water pipes, gas pipes, electricity and telephone cables (whether underground and/or overhead) may be laid outside registered easements and/or under buildings and/or building lines.

(c) Residential Tenancy Agreement with Stephanie Fidler and Matthew Smith dated 14 December 2023 is attached.

3.2 Road Access

There is access to the Land by road.

3.3 Designated Bushfire Prone Area

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

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 of which the Vendor might reasonably be expected to have knowledge are as follows:

None to the Vendor's knowledge.

However, the Vendor has no means of knowing all decisions of public authorities and government departments affecting the Land unless these have been communicated to the Vendor.

4.2 Agricultural Chemicals

Particulars of any notices, property management plans, reports or orders in respect of the Land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the Land for agricultural purposes of which the Vendor might reasonably be expected to have knowledge are as follows:

Not applicable.

However, the Vendor has no means of knowing all decisions of public authorities and government departments affecting the Land unless these have been communicated to the Vendor.

4.3 Compulsory Acquisition

Particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* of which the Vendor might reasonably be expected to have knowledge are as follows:

None to the Vendor's knowledge.

However, the Vendor has no means of knowing all decisions of public authorities and government departments affecting the Land unless these have been communicated to the Vendor.

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) are as follows:

None to the Vendor's knowledge.

6. OWNERS CORPORATION

The Land is not affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable

8. SERVICES

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

Electricity Gas Water Sewerage Telephone

Where any of the above services are disclosed as not being connected the Purchaser should make his own enquiry of the appropriate Authorities as to their availability and cost of connection to the Land. The Purchaser is responsible for the transfer of any services connected to the Land into the Purchaser's name.

9. TITLE

Attached are copies of the following documents:

- Register Search Statement for Certificate of Title Volume 9528 Folio 291
- Plan of Subdivision TP86173V

10. SUBDIVISION

Not applicable.

11. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 (Vic) 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 and is attached as a matter of convenience.

12. ATTACHMENTS

Refer to the attached certificates, documents and other attachments annexed to this statement which include, but are not limited to, the following:

- Cardinia Shire Council: 2024/25 Annual Rates
- Yarra Valley Water: Water Information Statement;
- State Revenue Office: Land Tax Clearance Certificate;
- Residential Tenancy Agreement; and
- All other attachments referred to above.

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

Page 1 of 1

VOLUME 09528 FOLIO 291

Security no : 124118687183V
Produced 01/10/2024 07:45 PM

LAND DESCRIPTION

Lot 1 on Title Plan 086173V (formerly known as Lot 3 on Plan of Subdivision 013155).

PARENT TITLE Volume 06447 Folio 218

Created by instrument K405014 06/06/1983

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SCOTT JASON HILDER of 6 WESTLANDS ROAD EMERALD VIC 3782
AT504238U 11/08/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT504239S 11/08/2020
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE TP086173V 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: 5 COCKATOO AVENUE COCKATOO VIC 3781

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 11/08/2020

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	TP086173V
Number of Pages (excluding this cover sheet)	1
Document Assembled	01/10/2024 19:45

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TITLE PLAN		EDITION 1	TP 86173V
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<p>Location of Land</p> <p>Parish: GEMBROOK</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment:</p> <p>Crown Portion:</p> <p>Last Plan Reference: LP13155</p> <p>Derived From: VOL 9528 FOL 291</p> <p>Depth Limitation: NIL</p>	<p style="text-align: center;">Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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<p style="text-align: center;">Description of Land / Easement Information</p> <p style="text-align: center;">ENCUMBRANCES REFERRED TO</p> <p>As to the land shown marked A- - - -</p> <p><u>THE EASEMENTS</u> (if any) existing over the same by virtue of Section 98 of the Transfer of Land Act - - - - -</p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 28/07/1999</p> <p>VERIFIED: AA</p>
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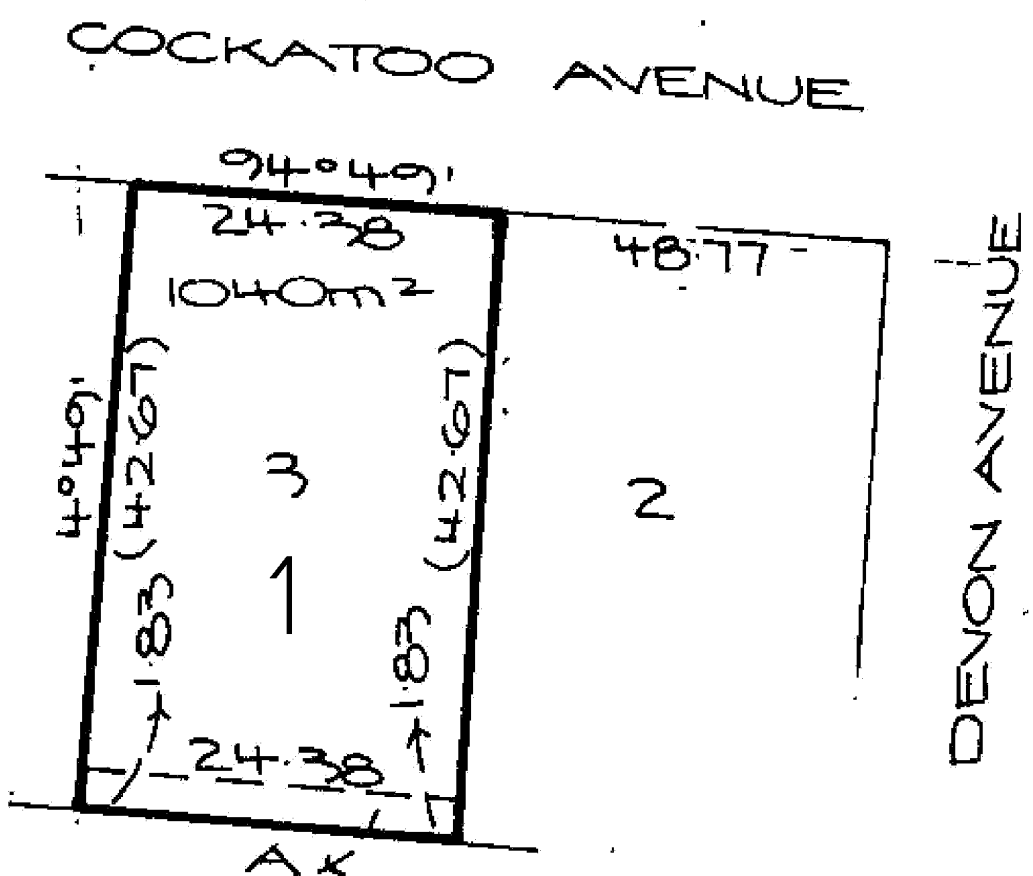


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = LOT 3 ON LP13155

Valuation, rates and charges notice

For period 1 July 2024 to 30 June 2025



ABN 32 210 906 807



Hilder, S J
6 Westlands Rd
EMERALD VIC 3782

Date of Issue 15/08/2024
Property number 2189950300



028
1004266
R1_9089

Instalment 1
Due 30
September 2024 **\$410.00**

Instalment 2
Due 30 November
2024 **\$410.00**

Instalment 3
Due 28 February
2025 **\$410.00**

Instalment 4
Due 31 May 2025 **\$411.27**

Rates and valuation Information for your property

Description and location of property

5 Cockatoo Ave
Cockatoo 3781
L1 TP86173 V9528 F291

Capital Improved Value (CIV) as at 1 January 2024 **\$465,000**

Site Value (SV) **\$365,000**

Net Annual Value (NAV) **\$23,250**

Land Use Classification Residential

Australian Valuation Property Classification Code (AVPCC)

110 : Single Residential Accommodation - Detached Dwelling

Owner Name(s) Hilder, S J

We are required by legislation to display the property owner name(s).

Any arrears shown on this notice are overdue and payable immediately and may continue to accrue interest at 10% p.a. until paid in full

Rates and Charges

Base Rate	465000 x \$0.0021041	\$978.41
120lt Garbage & Recycling Charge	1 x \$361.70	\$361.70
240lt Green Waste Charge	1 x \$128.70	\$128.70
State Fire Services Property Levy	465000 x \$0.000087 + \$132.00	\$172.46
Total		\$1,641.27



Scan here to pay



Payment options



Set up regular direct debit payments at cardinia.vic.gov.au/flexipay
Verification code: DU05



Billier code: 858944
Ref: 21899503003

BPAY © this payment via internet or phone banking
BPAY View © - view and pay this bill via internet banking
BPAY View registration number: 21899503003



Billpay Code: 0860
Ref: 2189 9503 0000 003

Call 131 816 to pay over the phone
Go to postbillpay.com.au or visit an Australia Post store



Instalment *860 218995030000003



Set up regular Centrepay deductions from your Centrelink payments at www.servicessaustralia.gov.au/centrepay CRN: 555 012 959V



Pay in person at our Customer Service Centre
20 Siding Avenue, Officer. (Open Monday to Friday, 8.30am-5pm).



Call 131 816 to pay by credit card over the phone



To have your notice emailed
Register at cardinia.enotices.com.au
Reference No: 2B5311F8AZ



To verify your property in MyCardinia use
verification code: DU05
www.cardinia.vic.gov.au/mycardinia

1st October 2024

Falcone & Adams C/- InfoTrack (LEAP) C/- LANDATA
LANDATA

Dear Falcone & Adams C/- InfoTrack (LEAP) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	5 COCKATOO AVENUE COCKATOO 3781
Applicant	Falcone & Adams C/- InfoTrack (LEAP) C/- LANDATA LANDATA
Information Statement	30887960
Conveyancing Account Number	7959580000
Your Reference	4457

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	5 COCKATOO AVENUE COCKATOO 3781
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	5 COCKATOO AVENUE COCKATOO 3781
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STATEMENT UNDER SECTION 158 WATER ACT 1989

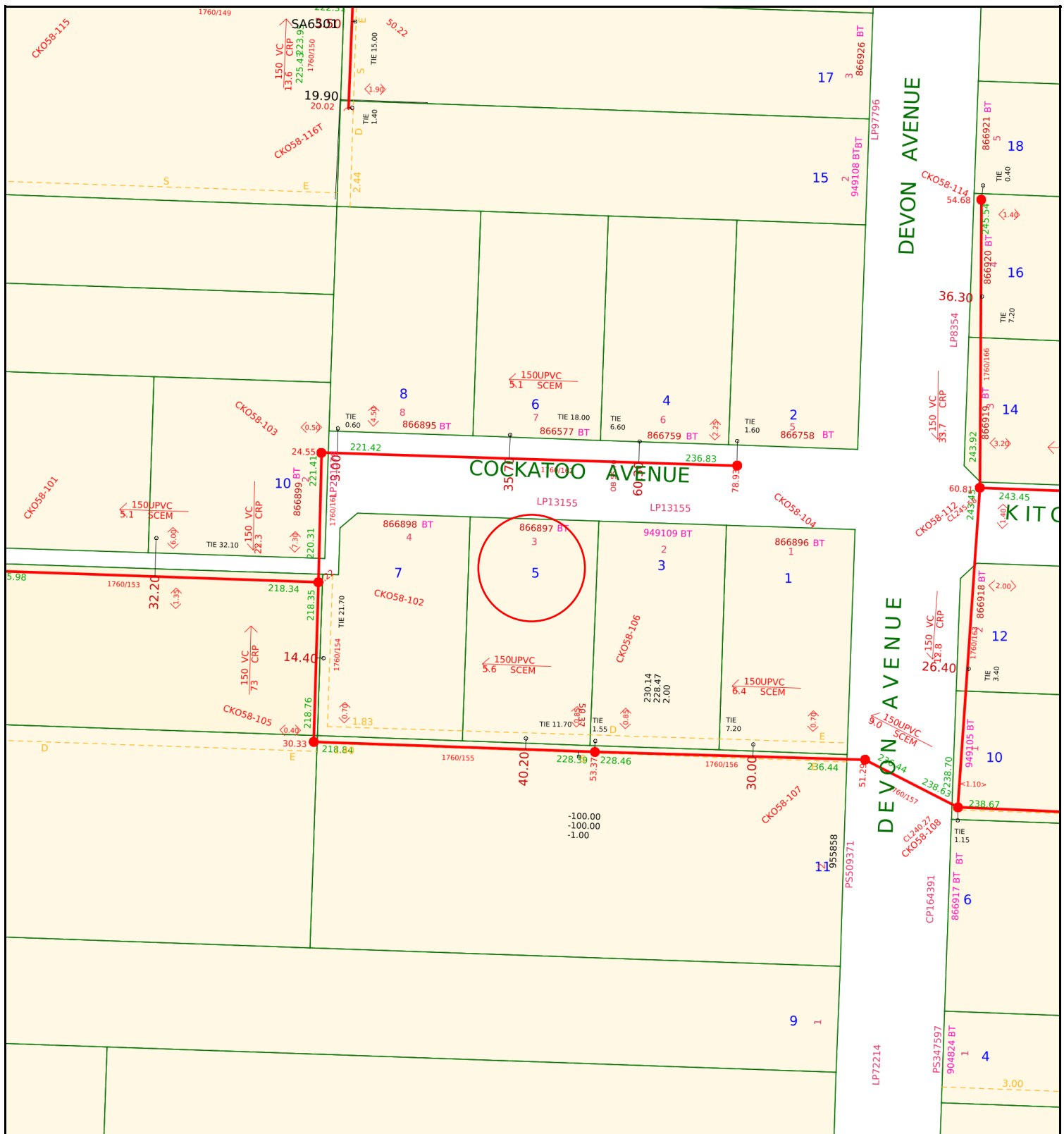
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30887960**

Address	5 COCKATOO AVENUE COCKATOO 3781
Date	01/10/2024
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

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

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

Falcone & Adams C/- InfoTrack (LEAP) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4494006278
Rate Certificate No: 30887960

Date of Issue: 01/10/2024
Your Ref: 4457

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
5 COCKATOO AVE, COCKATOO VIC 3781	1\TP86173	1433431	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$20.86
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$119.50
Drainage Fee	01-10-2024 to 31-12-2024	\$16.89	\$16.89
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$157.25
Total for This Property			\$314.50



GENERAL MANAGER
RETAIL SERVICES

Note:

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

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Property No: 1433431

Address: 5 COCKATOO AVE, COCKATOO VIC 3781

Water Information Statement Number: 30887960

HOW TO PAY



Biller Code: 314567
Ref: 44940062783

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / FALCONE & ADAMS

Your Reference: 132800E

Certificate No: 80137041

Issue Date: 01 OCT 2024

Enquiries: ESYSPROD

Land Address: 5 COCKATOO AVENUE COCKATOO VIC 3781

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18672960	1	86173	9528	291	\$0.00

Vendor: SCOTT JASON HILDER

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR SCOTT JASON HILDER	2024	\$430,000	\$0.00	\$0.00	\$0.00

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

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$500,000

SITE VALUE: \$430,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 80137041

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 = \$1,740.00

Taxable Value = \$430,000

Calculated as \$1,350 plus (\$430,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY




Billers Code: 5249
Ref: 80137041

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 80137041

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / FALCONE & ADAMS

Your Reference:	132800E
Certificate No:	80137041
Issue Date:	01 OCT 2024
Enquires:	ESYSPROD

Land Address: 5 COCKATOO AVENUE COCKATOO VIC 3781

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18672960	1	86173	9528	291	\$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:	\$500,000
SITE VALUE:	\$430,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80137041

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / FALCONE & ADAMS

Your Reference: 132800E

Certificate No: 80137041

Issue Date: 01 OCT 2024

Land Address: 5 COCKATOO AVENUE COCKATOO VIC 3781

Lot	Plan	Volume	Folio
1	86173	9528	291

Vendor: SCOTT JASON HILDER

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 80137041

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>BPAY</p>  <p>Billers Code: 416073 Ref: 80137045</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 80137045</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</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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Ranges First National

1660 Burwood Highway,
Belgrave, VIC 3160

P: 97546111

E:

propertymanagment@rangesfn.com.au

ABN: 34493739706



**first
national**
REAL ESTATE

Ranges

Residential Rental Agreement

for

5 Cockatoo Ave, Cockatoo VIC 3781

This agreement is between **Scott Hilder**
and **Stephanie Fidler, Matthew Smith.**

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Thu 14/12/2023

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

2. Premises let by the rental provider

Address of premises

5 Cockatoo Ave, Cockatoo VIC

Postcode 3781

3. Rental provider details

Full name or company
name of rental
provider

Scott Hilder

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

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Ranges First National

Address

1660 Burwood Highway, Belgrave, VIC

Postcode 3160

Phone number

97546111

ACN (if applicable)

613858772

Email address

propertymanagment@rangesfn.com.au

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

4. Renter details

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

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

Fixed term agreement Start date

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

End date

Periodic agreement (monthly) Start date

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

6. Rent

Rent amount(\$) (payable in advance)	<input type="text" value="2173.00"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="1st day of each month"/>
Date first rent payment due	<input type="text" value="Mon 01/01/2024"/>

7. Bond

The Renter has paid the bond specified below

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

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

Rental bond amount(\$)	<input type="text" value="1955"/>
Bond lodgement date	<input type="text" value="Sat 01/01/2022"/>
Bond Lodgement No.	<input type="text" value="15214296"/>

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:	083125
Account:	298862382
Account name:	Ranges First National
Bank Reference:	0447206600,0479068677

9. Service of notices and other documents by electronic methods

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

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

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

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

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

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

(Rental provider to tick as appropriate)

Yes No

Mark Culley: rentals@rangesfn.com.au

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

(Renter to tick as appropriate)

Renter 1 Yes No

Stephanie Fidler: stephanie.fidler@hotmail.com

Renter 2 Yes No

Matthew Smith: smitychips@gmail.com

Renter 3 Yes No

Renter 4 Yes No

10. Urgent repairs

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

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

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

Emergency contact name

Meaghan Dolphin

Emergency phone number

9754 6111

Emergency email address

meaghand@rangesfn.com.au

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

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

(rental provider to tick as appropriate)

The condition report has been provided

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

Part C – Safety related activities

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

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

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

17 Swimming pool barrier safety activities

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

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

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

18 Relocatable pool safety activities

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

31. Additional terms (if any)

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

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

1. Additional Terms

32. Residential Tenancy Database

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

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate.

The Rental Provider or Ranges First National may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Ranges First National may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

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

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

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

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

34. Availability of Premises

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

35. Payment of Services

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

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

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

36. Contents Insurance

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

37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions

on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior written consent of the Rental Provider. Any request for consent must be made in writing to Ranges First National.

38. No Representations

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

39. Condition Report

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

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

40. Bond

The Bond held by the RTBA are only returned to the Renter/s after the property keys have been returned to the agency and a final inspection has been carried out.

41. No Promise of Renewal

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

42. Rental Provider Termination

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

43. Lost Keys

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

44. Extra Keys

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

45. Floor Protection

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

floors.

The Renter hereby agree to use polished floorboard/wooden flooring protection to all furniture where polished floorboards/wooden flooring is concerned. For example; adhesive felt pads to all light, easily portable furniture and/or rubber cups stoppers to all heavy furniture. The Renter agrees that themself and visitors/guests will refrain from wearing 'stiletto' shoes and heels of the same type within the home. The Renter has understands that steam mops are not to be used on the floor, as this will cause the boards to split and warp (damage), if any damage is caused to the polished floorboard/wooden flooring will be rectified by the Renter at the Renter's expense.

46. Changing Locks

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

47. Comply with Insurance

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

48. No Invalidating Insurance

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

49. Protection Against Damage

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

50. Shared Services

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

51. No Servicing Vehicles

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

52. Report Damage or Injury

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

53. Notify Blockages

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

54. Alterations

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

55. Rubbish

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

56. Pests

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

57. Hanging Clothes

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

58. Replace Light Globes

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

59. Smoking and Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises, including and not limited to; cigarettes, e-cigarettes, pipes and any associated paraphernalia. The Renter acknowledges that all smoking is to be done outside the house/unit to ensure that all curtains, walls and carpets do not absorb the smell. Should this occur, it is the Renter's responsibility to have all the curtains and carpets professionally cleaned and the walls washed down.

60. Payment of Rental

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

61. Rent Arrears

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

62. Rental Increase

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

63. Maintain Garden

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

Normally, unless otherwise specified, it is the Renters responsibility to maintain the gardens and lawns of a rented premises as above. In the event the gardens and lawns are not being maintained by the Renter, the Rental Provider will have the option to employ a gardener at the Renters expense.

64. Watering System

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

65. Rental Provider Repairs

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

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

66. Renter Maintenance

The Renter understands that all maintenance repairs and requests must be submitted to Ranges First National Real Estate in writing via email.

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

67. Urgent Repairs

The Renter acknowledges that Ranges First National is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Ranges First National during business hours or after hours information service on Ranges First National, leave a message with your name, property and phone number and will contact you as soon as practicably possible. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

68. Asbestos

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

69. Vehicle Parking

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

make independent arrangements for the parking of any motor vehicle. The Renter/s agree to park all vehicles in designated car parking areas and not on the front lawn or nature strip. Only road worthy vehicles are to be kept at the property at any time.

70. Pets

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

71. Pools and Water Features

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

72. Rental Provider Entry

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

To carry out duties specified in this Agreement, or the Act or any other legislation or law;

(a) To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;

(b) At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;

(c) At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);

(d) To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;

(e) To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provided further that at least 7 days' written notice has been given to the Renter.

73. Routine Inspections

Regular routine inspections are conducted by Ranges First National Real Estate. The first routine inspection will be conducted after the first 3 months of the commencement of the tenancy, followed by 6 monthly inspections thereafter. Ranges First National Real Estate will use digital photography at the time of the Inspection to report back to the owner the condition of the property.

74. Assignment and Sub-Letting

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

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

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

75. Occupation of the Premises

It is hereby agreed that the premises will not be permanently occupied by anyone other than the applicants approved by the Rental Provider. If a new Renter wishes to move in or replace an existing renter, an application must be submitted and this must be approved by the Rental Provider, in the form of an approved application, prior to moving in. Please refer to Assignment and Sub-Letting above.

76. Rental Provider Notice

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

77. Renter Notice

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

78. Periodic Tenancy

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

79. Rental Provider Expenses - Breaking the Rental Agreement

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

- A pro-rata letting fee.
- Marketing costs as incurred by Ranges First National estimated to be \$308.00
- National tenancy database checks on each applicant or as required, at an estimated cost of \$38.00 per check.
- The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
- If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.
- Any GST applicable to the above.

80. Return Keys

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

81. No Set-Off

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

82. Remove Personal Property

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

83. Window Cleaning

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

84. Carpet Cleaning

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

85. Definitions and Interpretation

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

86. Electronic Notices

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

87. Change of Electronic Address

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

88. Withdraw Consent

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

89. Furnishings

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

90. Care for Furnishings

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

91. Repair/Replacement of Furnishings

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

92. Cost of Repairs/Replacements

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

93. Owners Corporation

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

94. TV Brackets

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

95. Carpet Cleaning

The Renter/s hereby agree to have the carpets steam/dry cleaned at the end of the tenancy by a reputable company and to supply Ranges First National Real Estate with a copy of the invoice/receipt.

96. Professional Cleaning

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

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

97. Bird Feeding

Flocks of cockatoos are known to aggressively attack and damage wood on trees, decks, outdoor furniture, windowsills and houses. Such destruction is common, particularly in spring. We therefore request that the Renters do not feed the birds at the property.

98. Gas Bottles

If gas bottles are provided, the Renter is responsible for all costs relating to the changeover and usage expenses.

99. Water Tanks

If supplied, the Renter is responsible for all costs associated with refilling the water tank.

100. Septic Tank

If the property has a septic tank system, the Renter understands that only the following items are safe to flush down any of the toilets at the Property; human waste, toilet paper, septic tank safe cleaning products, water, septic system treatments (enzymes).

The following items must never be flushed down any toilet or disposed of down any drain at the Property as they can kill the helpful bacteria in the septic tank, corrode pipes and can clog the drains resulting in failure of the entire septic tank system, this includes, however not limited to: paper towels, grease, coffee grounds, sand, pet and human hair, tampons, sanitary napkins, dental floss, food, condoms, toys, bottle caps, paint, corrosive chemicals (eg: bleach, cleaners, laundry detergents) and any kind of liquid or tablet cleaning chemical that is stored in the

toilet cistern.

Renter hereby acknowledges and understands the specific care that is required to keep the septic tank system at the Property in good working order and agrees to fully comply with the requirements set above. The Renter agrees to promptly notify Ranges First National in writing of any failure of the septic tank system. The Renter further acknowledges and agrees that they will be liable for all damage to the septic tank system due to the intentional or negligent acts by the Renter and their guests.

101. Ventilation

Maintaining adequate ventilation is crucial in reducing humidity and moisture levels inside homes. When hot water plumbing fixtures such as baths, showers, and basins, are used in the bathroom, they generate excess moisture and humidity that can easily accumulate if not properly ventilated. Without adequate ventilation, this moisture and humidity can create the perfect environment for mould growth. The Renter understands and acknowledges that it is their responsibility to ventilate the property; this is achieved by opening curtains, opening windows and using extraction fans where provided.

The Renter accepts all responsibility for all and any rectification works & repairs when the premises has not been adequately ventilated. This can include, however not limited to; repainting, professional cleaning or any other rectification work that is not related to the structure of the building.

102. Filter Cleaning

As per the Consumer Affairs Victoria Director's Guidelines for Maintenance and Cleanliness under the Residential Tenancies Act 1997, the Renter understands that it is their responsibility to keep the following items reasonably clean; heating and cooling vent covers – including ducts, return air vent cover and filter, dishwasher filter, split system filters, exhaust fan covers, extraction fans and rangehood filters. The Renter further acknowledges and agrees that they will be liable for all damage to the previously mentioned items due to the intentional or negligent acts by the Renter and their guests.

Renter Acknowledgement

1. *Stephanie Fidler viewed and acknowledged at Tue, 12/12/2023 10:34 from device: Android 10 K Chrome Mobile 120.0.0*
2. *Matthew Smith viewed and acknowledged at Thu, 14/12/2023 21:18 from device: Android 10 K Chrome Mobile 120.0.0*

Property Disclosures

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

Intention to Sell

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

Yes No

Comments

-

Homicide

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

Yes No

Comments

-

Drug Contamination

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

Yes No

Comments

-

Mould or Dampness

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

Yes No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?
If they have been carried out, please provide the dates of the latest applicable checks below.

Yes No

Comments

-

Safety Check Recommendations

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

Yes No

Comments

-

Asbestos

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

Yes No

Comments

-

Building/Planning Permit

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

Yes No

Comments

-

Building Work Dispute

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

Yes No

Comments

-

Building Defects/Safety Concerns

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

Yes No

Comments

-

Heritage Register

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

Yes No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?

The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.

Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).

If the premises does not meet any of the requirements, please provide details below.

Yes No

Comments

-

Right To Let the Premises

Are you the owner of the property?

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

Yes No

Comments

-

Mortgagee Possession

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

Yes No

Comments

-

Gutter Cleaning

Allow Agents to offer gutter cleaning services. We highly recommend gutter cleaning every six months.

Yes No

Comments

-

NBN

Is NBN supplied to the property with a NBN box supplied and advise location?

If the premises has NBN provisions, you must provide further information below, to be provided to the renter as per legislation.

Yes No

Comments

-

Renter Acknowledgement

1. *Stephanie Fidler viewed and acknowledged at Tue, 12/12/2023 10:35 from device: Android 10 K Chrome Mobile 120.0.0*
2. *Matthew Smith viewed and acknowledged at Thu, 14/12/2023 21:19 from device: Android 10 K Chrome Mobile 120.0.0*

Privacy Collection Notice

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

Primary Purpose

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

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

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Ranges First National** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Ranges First National also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

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

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

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

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

Disclaimer

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

suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

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

Rental Provider's Agent

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



Signed at Fri, 08/12/2023 16:54 , from device: Windows 10 Other Chrome 119.0.0

Renter(s)

Renter 1: **Stephanie Fidler**



Signed at Tue, 12/12/2023 10:35 , from device: Android 10 K Chrome Mobile 120.0.0

Renter 2: **Matthew Smith**



Signed at Thu, 14/12/2023 21:19 , from device: Android 10 K Chrome Mobile 120.0.0

AUDIT TRAIL

Mark Culley (Rental Provider's Agent)

Fri, 08/12/2023 16:54 - Mark Culley stamped saved signature the Residential Rental Agreement

Fri, 08/12/2023 16:54 - Mark Culley submitted the Residential Rental Agreement

Stephanie Fidler (Renter)

Tue, 12/12/2023 10:25 - Stephanie Fidler clicked 'start' button to view the Residential Rental Agreement
(Android 10 K Chrome Mobile 120.0.0, IP: 206.83.119.151)

Tue, 12/12/2023 10:35 - Stephanie Fidler stamped saved signature the Residential Rental Agreement (*Android 10 K Chrome Mobile 120.0.0, IP: 206.83.119.151*)

Tue, 12/12/2023 10:35 - Stephanie Fidler submitted the Residential Rental Agreement (*Android 10 K Chrome Mobile 120.0.0, IP: 206.83.119.151*)

Matthew Smith (Renter)

Thu, 14/12/2023 21:17 - Matthew Smith clicked 'start' button to view the Residential Rental Agreement (*Android 10 K Chrome Mobile 120.0.0, IP: 202.7.245.168*)

Thu, 14/12/2023 21:19 - Matthew Smith stamped saved signature the Residential Rental Agreement (*Android 10 K Chrome Mobile 120.0.0, IP: 202.7.245.168*)

Thu, 14/12/2023 21:19 - Matthew Smith submitted the Residential Rental Agreement (*Android 10 K Chrome Mobile 120.0.0, IP: 202.7.245.168*)

AGREEMENT END

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1074094

APPLICANT'S NAME & ADDRESS

FALCONE & ADAMS C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

HILDER, SCOTT JASON

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

4457

This certificate is issued for:

LOT 1 PLAN TP86173 ALSO KNOWN AS 5 COCKATOO AVENUE COCKATOO
CARDINIA SHIRE

The land is covered by the:

CARDINIA PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2
 - and a BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2
 - and a VEGETATION PROTECTION OVERLAY - SCHEDULE 2
 - and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

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

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

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

01 October 2024

Sonya Kilkeny
Minister for Planning

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

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

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

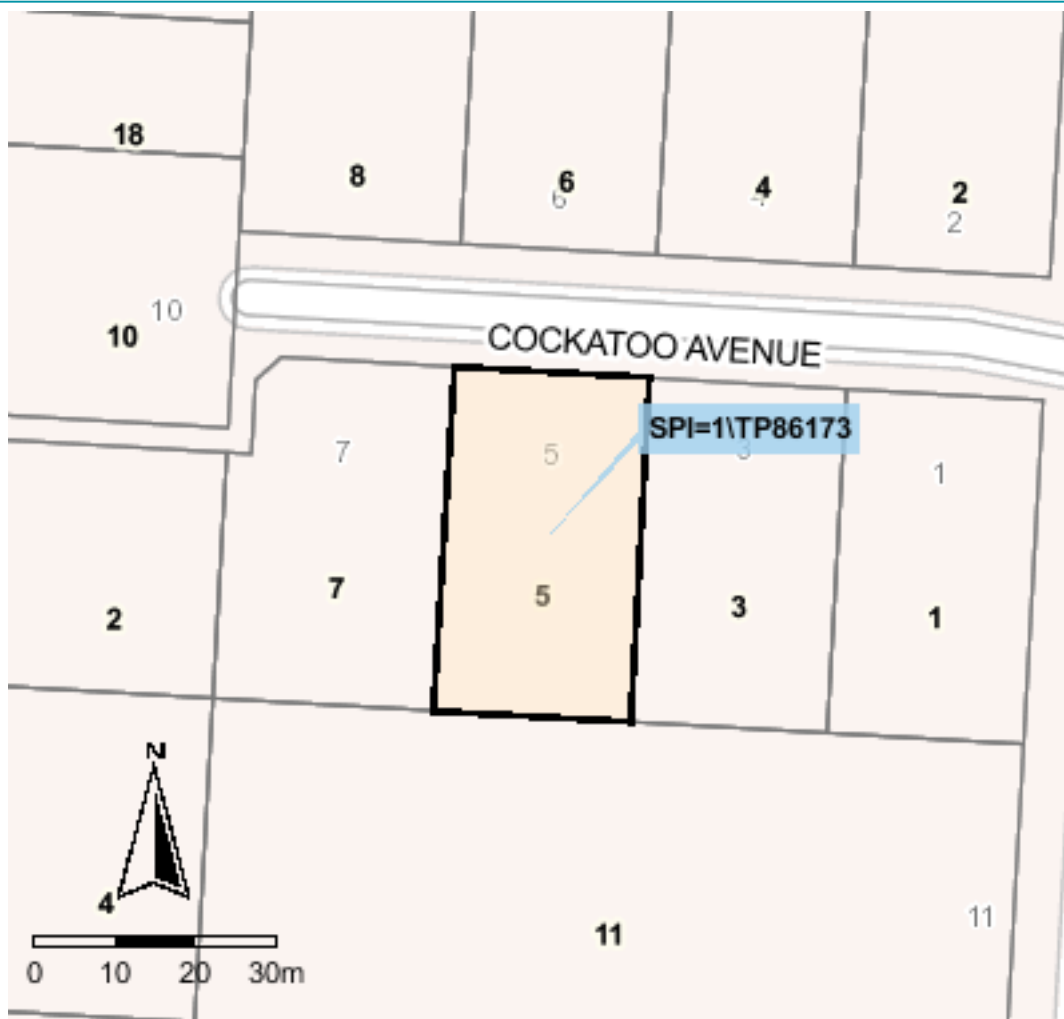
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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

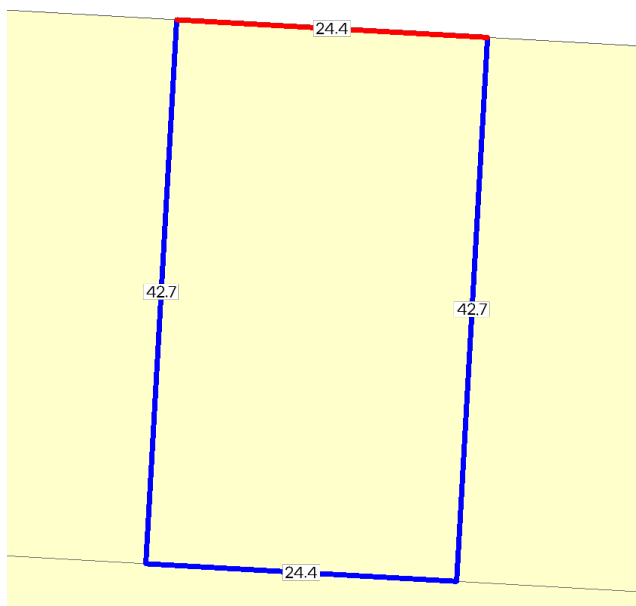
PROPERTY DETAILS

Address: **5 COCKATOO AVENUE COCKATOO 3781**
Lot and Plan Number: **Lot 1 TP86173**
Standard Parcel Identifier (SPI): **1\TP86173**
Local Government Area (Council): **CARDINIA**
Council Property Number: **2189950300**
Directory Reference: **Melway 311 G5**

www.cardinia.vic.gov.au

SITE DIMENSIONS

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



Area: 1040 sq. m

Perimeter: 134 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

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 property 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>

Area Map



From www.planning.vic.gov.au at 01 October 2024 07:46 PM

PROPERTY DETAILS

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Directory Reference: **Melway 311 G5**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

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STATE ELECTORATES

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

OTHER

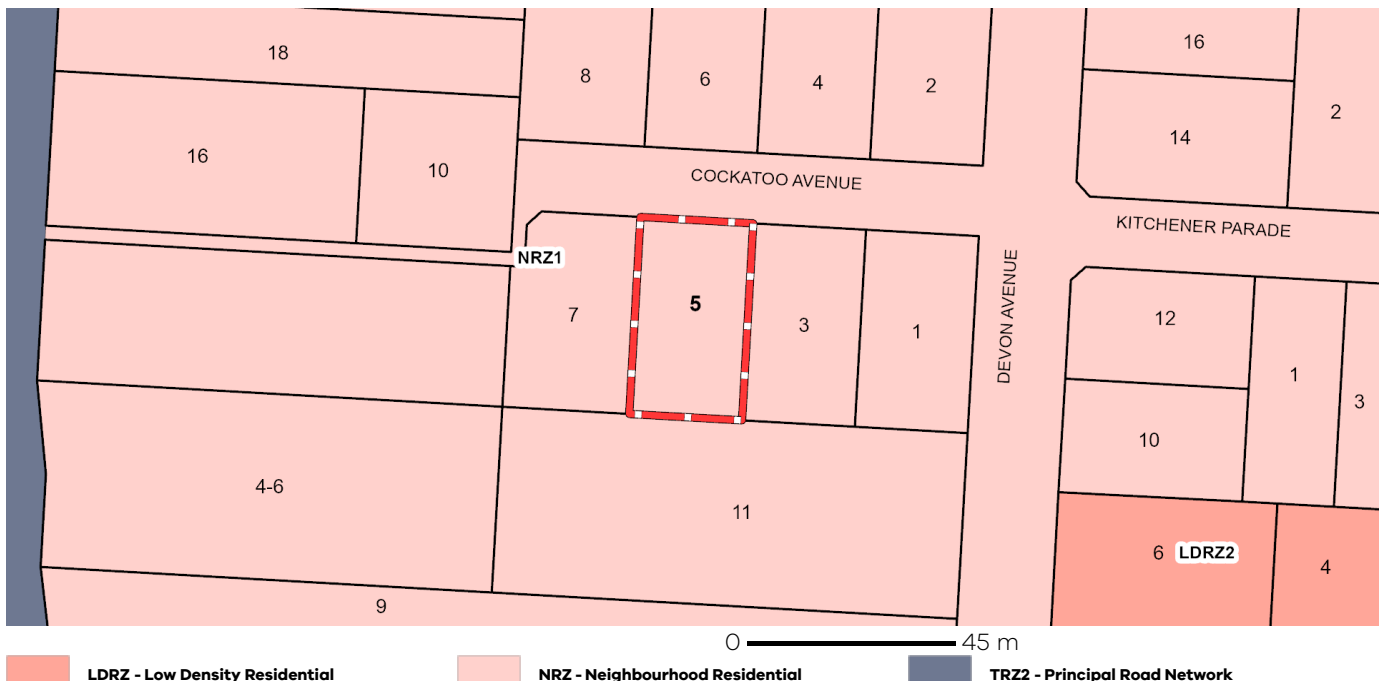
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)



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

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2 (BMO2)

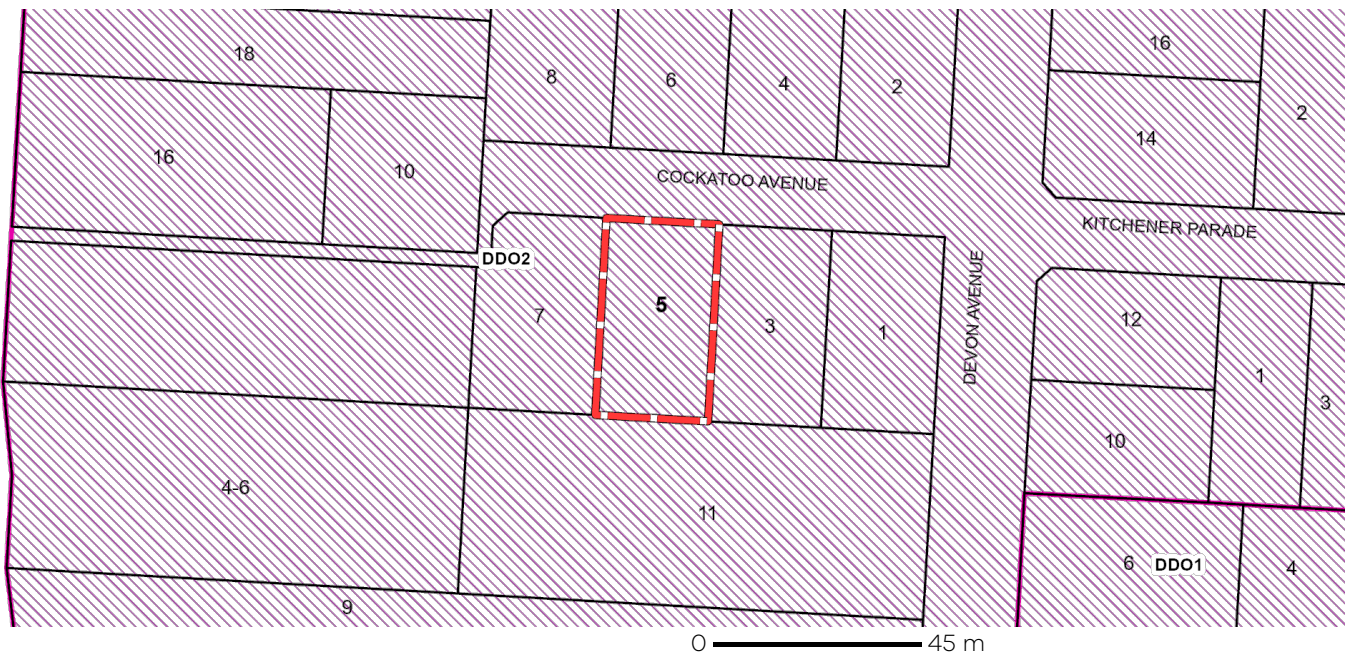


 **BMO - Bushfire Management Overlay**

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (DDO2)



 **DDO - Design and Development Overlay**

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

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 (SLO1)

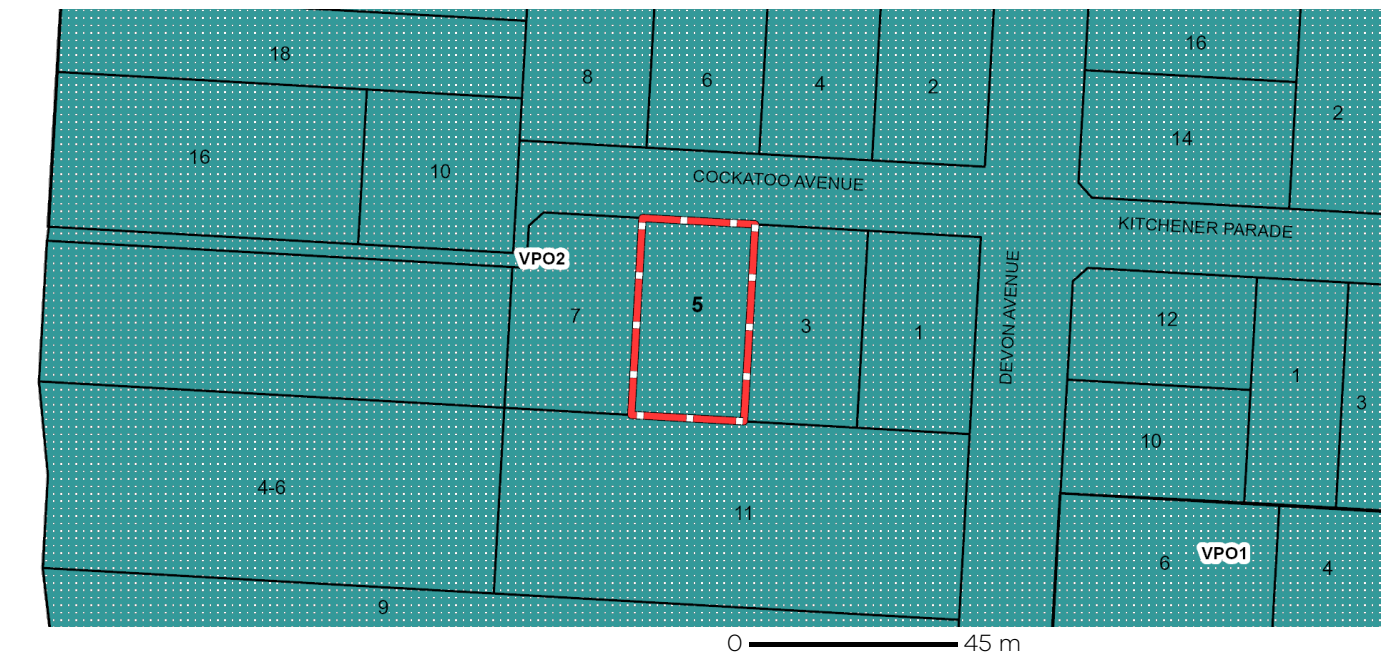


SLO - Significant Landscape Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 19 September 2024.

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

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

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

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

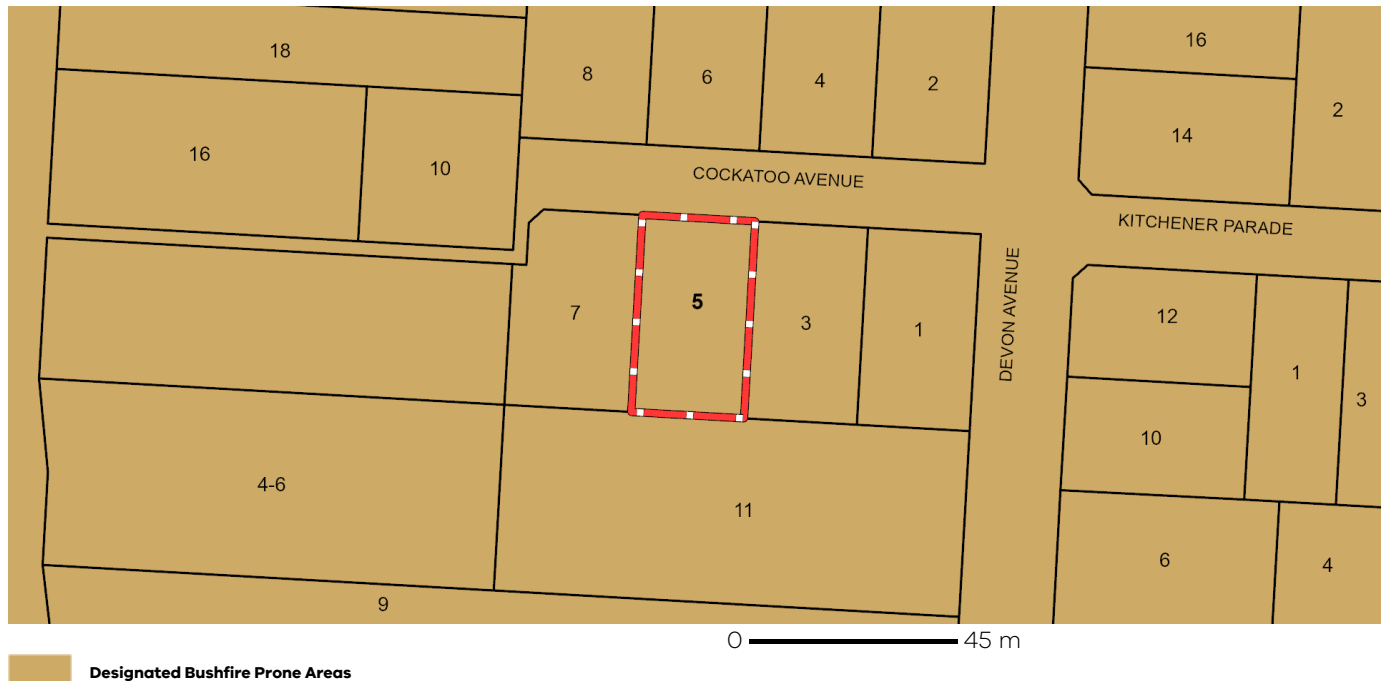
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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