

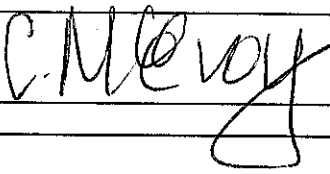
Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	402 Napier Street, White Hills 3550	
Vendor's name	Carling Elyce McEvoy	Date 23/4/20
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Their amounts are:

Authority	Amount	Interest (if any)
(1) City of Greater Bendigo	(1) \$1,761.75	(1)
(2) Coliban Water	(2) \$986.04 (consumption is an extra charge)	(2)
(3)	(3)	(3)

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

To

Other particulars (including dates and times of payments):
None to the Vendors knowledge.

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 **Planning Scheme**

The required specified information is as follows:

Name of planning scheme	City Of Greater Bendigo Planning Scheme
Name of responsible authority	City Of Greater Bendigo
Zoning of the land	General Residential
Name of planning overlay	None

4. **NOTICES**

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

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. **BUILDING PERMITS**

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

Not Applicable.

6. **OWNERS CORPORATION**

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

Not Applicable.

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

Not applicable.

8. **SERVICES**

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

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

9. **TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

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

13. ATTACHMENTS

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

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

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

Register Search Statement and Title Plan
Lease of Residential Property
Coliban Water Asset Map
Land Vic Property Reports
Due Dilligence Checklist

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 08595 FOLIO 809

Security no : 124082432305W
Produced 02/04/2020 01:49 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 071033.

PARENT TITLES :

Volume 03195 Folio 884 Volume 08583 Folio 812
Created by instrument LP071033 30/12/1965

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

CARLING ELYCE MCEVOY of 28 MCCRACKEN AVENUE DONALD 3480
AK241209T 15/03/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ388314X 26/10/2017
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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP071033 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: 402 NAPIER STREET WHITE HILLS VIC 3550

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 26/10/2017

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

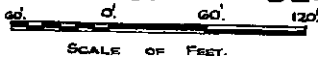
The information supplied by InfoTrack has been obtained from InfoTrack Pty Limited

by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited

who is licensed by the State of Victoria to provide this information via LANDATA® System.

LP71033
EDITION 1
 APPROVED 24/11/65

PLAN OF SUBDIVISION OF
CROWN ALLOTMENT 431 & PART 422^A SECTION E
AT BENDIGO
PARISH OF SANDHURST
COUNTY OF BENDIGO

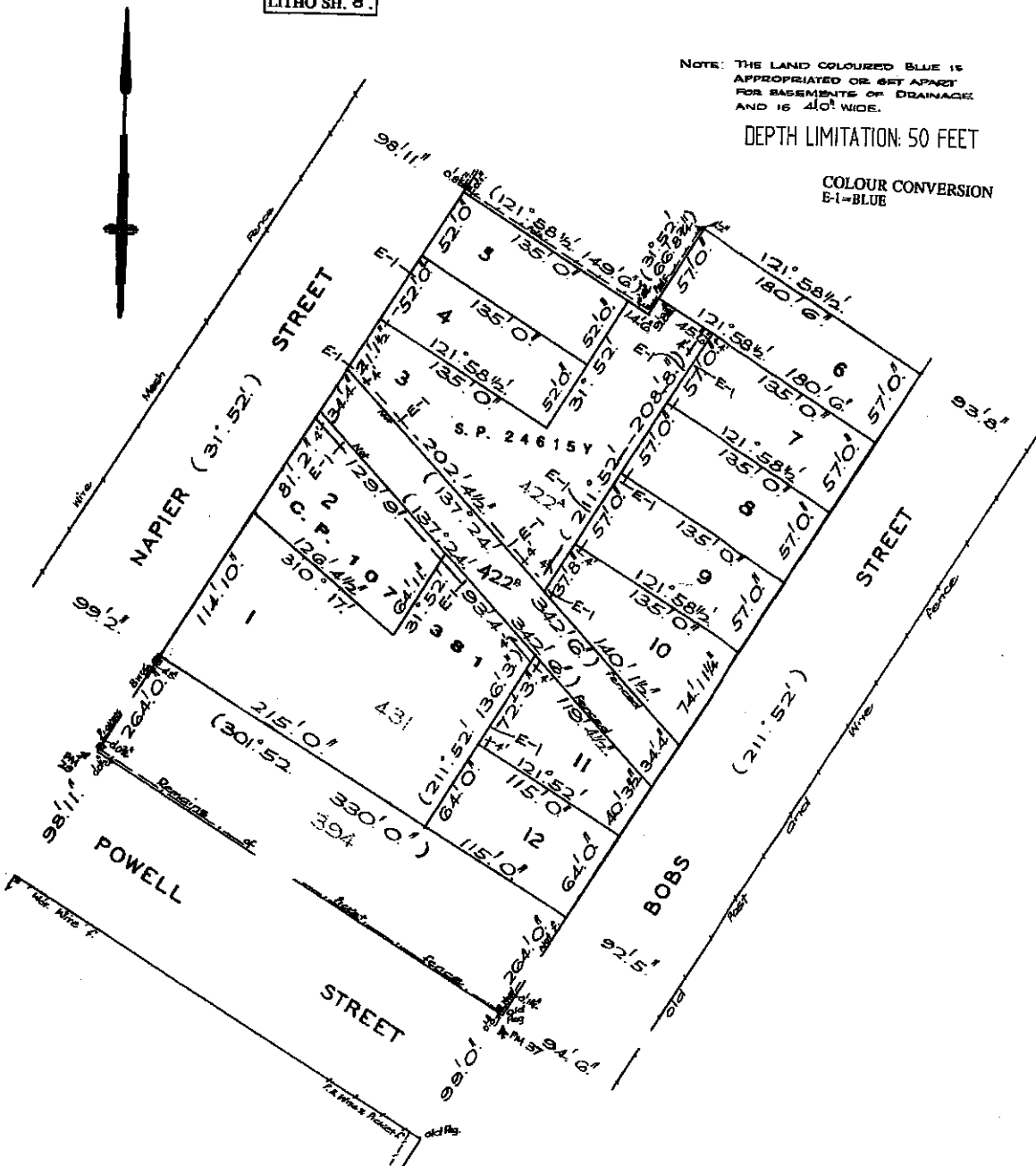


LITHO SH. 8

NOTE: THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR BASEMENTS OF DRAINAGE AND IS 40' WIDE.

DEPTH LIMITATION: 50 FEET

COLOUR CONVERSION
 E-1=BLUE

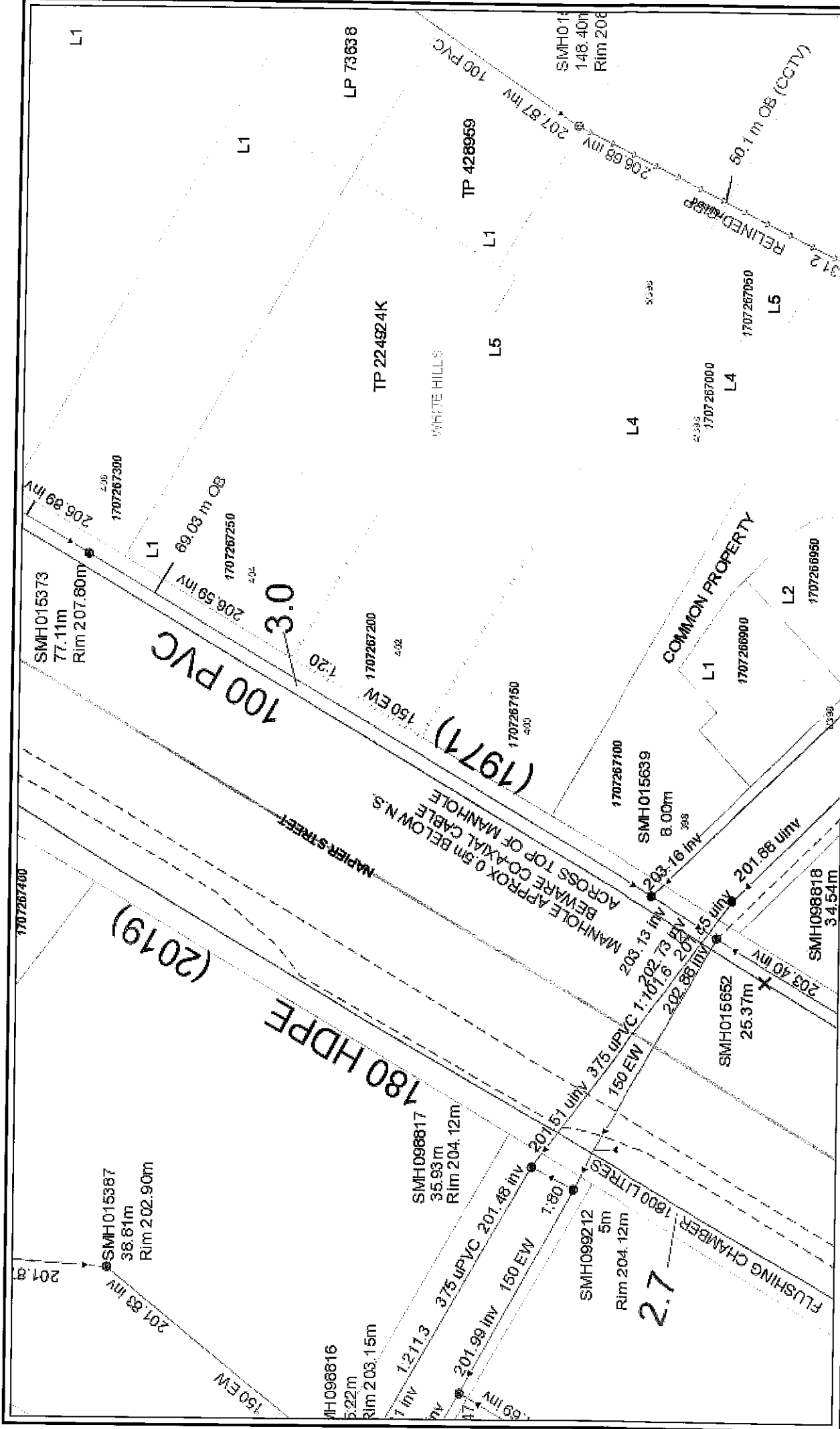


FOR APPROPRIATIONS, ETC.
 SEE BACK HEREOF

CERTIFICATE OF TITLE V. ^{0195. 884.}
^{8583. F. 312.}
LODGED BY MATSON, JAMES & CO.
DATE 10.10.85.
DECLARED BY R.A. ROGHE 6.8.85.
CONSENT OF COUNCIL CITY of BENDIGO.
6.9.85.
PLAN APPROVED DATE 24.11.85. TIME 2.185.


LP 71933.....
BACK OF SHBET ...|.....

THE LAND COLOURED BLUE
IS APPROPRIATED
OR SET APART FOR
BASEMENTS OF DRAINAGE



Disclaimer with respect to the information provided: Coliban Water makes no representation or warranty regarding the accuracy or completeness of the information in this document. Coliban Water further accepts no responsibility for any omissions or inaccuracies that may exist, and disclaims all liability for any loss or damage which may arise directly or indirectly from reliance on the information in this document, whether or not that loss is caused by any negligence on the part of Coliban Water or its employees.

Coliban Region Water Corporation
 402 Napier St White Hills

Scale: 1:500 (A4)

 Date: 27/03/2020



Auth	NL
Date	120717

1 of 8

Residential Tenancy Agreement

Residential Tenancies Act 1997 Section 26

Important Information

Please read this before completing the
Residential Tenancy Agreement

- This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 1997, so please read all terms and conditions carefully.
- If you need advice on your rights and responsibilities, please call the Consumer Affairs Helpline on 1300 558 181 before signing the Agreement.
- Both the landlord and tenant should keep signed copies of the completed Agreement for future reference. The landlord must supply the tenant with a copy of the completed Agreement within 14 days of the tenant signing. **A replacement copy of your lease will cost you \$11.00 so please keep this in a safe place.**
- Copies of this Agreement will be produced for both the landlord and the tenant.
- The landlord must give the tenant a copy of Renting a Home: A Guide for Tenants booklet at the start of each tenancy.
- When a bond is paid, the landlord and tenant must complete a Condition Report and both keep a copy for their records.

Set procedures must be followed when dealing with urgent repairs. The Residential Tenancies Act 1997 allows for an authorised repair amount of \$1800.00, however strict conditions apply.

In the event of an urgent maintenance situation, please call our emergency telephone numbers:

P: 5442 1637

Please refer to your 'Renting a Home Guide' for clarification on what is deemed as an urgent repair to avoid any unnecessary costs that you may incur.

Landlord Copy

Tenant Copy

Agent Copy

Your Property Manager is: Casey Wynne, casey@isfn.com.au

SCHEDULE OF LEASE – PART 1

Item 1: DATE OF AGREEMENT: **28 May 2019** at 52 Mitchell Street, Bendigo Vic 3550, between

Item 2: LANDLORD: **Carling McEvoy**
C/ - Tweed Sutherland First National
52 Mitchell Street, Bendigo Vic 3550

Item 3: AGENT: **Tweed Sutherland First National Real Estate**
ABN: 70 005 230 142
Ph: 5440 9500 **Fax:** 5444 1165
After Hours Emergency Maintenance Only: 5442 1637

Item 4: TENANT 1: **Skye Booby**
Current Address: **402 Napier Street, White Hills, Vic., 3550**

TENANT 2: **Jacob Baker**
Current Address: **402 Napier Street, White Hills, Vic., 3550**

Item 5: PREMISES: The landlord lets the premises known as:
402 Napier Street, White Hills, Vic., 3550

Item 6: RENT: The rent amount is: **\$320.00, Weekly**
(Which must always be paid in advance).
First Payment due on or before: **07/06/2019**

Item 7: PAYMENT OPTIONS:

- 1) Direct Transfer to our account or Direct Debit from yours
BSB: 013 533 ACC #: 281608644 REF#:
- 2) Cheque/Money Order/Bank Cheque to our office (as above)
- 3) ANZ Deposit Book

Item 8: BOND: Bond Amount: **\$1,280.00**
Bond Payment due on or before: **07/06/2019**

In accordance with the **Residential Tenancies Act 1997**, the LANDLORD/agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within **10** business days after receiving the bond. If the TENANT does not receive a bond receipt from the RTBA within 15 business days of handing over the bond money, they should telephone the RTBA on 1300 137 164.

If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute must be listed here.

NAME: _____ AMOUNT: \$ _____

NAME: _____ AMOUNT: \$ _____

Item 9: TERM: **TWELVE (12) MONTHS FIXED TERM AGREEMENT**

Item 10: COMMENCEMENT DATE: **7th of June 2019**

Item 11: TERMINATION DATE: **6th of June 2020**

Item 12: PERIODIC: Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, or a new fixed term is entered into by all parties as Outlined above, the agreement will continue as a periodic tenancy.

Tenant's Signature 

PARTICULARS OF LEASE – PART 2 GENERAL CONDITIONS

From here on in, the term "tenant" is deemed to include: the tenants as named on the schedule and anyone on the premises with the tenants consent – including but not limited friends, family and invitees.

2. CONDITION OF THE PREMISES

The LANDLORD must:

- (a) Ensure that the premises are maintained in good repair, and
- (b) If the LANDLORD owns or controls the common areas, take reasonable steps to ensure that the Common Areas are maintained in good repair.

3. DAMAGE TO THE PREMISES

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises and common areas.
- (b) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises immediately (within 24 hours). Damage includes standard breakages and any defects in the premises that might injure a person or cause damage to the premises.
- (c) If the TENANT accidentally or deliberately causes damage, the TENANT will indemnify the LANDLORD for the direct expense and loss incurred as a result, (fair wear and tear excepted). If the TENANT is negligent and is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, the TENANT will indemnify the LANDLORD, to the extent that the TENANT is negligent, for any damages the LANDLORD has to pay and the cost and expense incurred as a result.

4. CLEANLINESS OF THE PREMISES

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

5. USE OF PREMISES

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

6. QUIET ENJOYMENT

- (a) The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the Premises.

7. ASSIGNMENT OR SUB-LETTING

- (a) The TENANT acknowledges that the person (s) named on this Tenancy Agreement are those who will Occupy the premises during the term of the agreement.
- (b) The TENANT must not assign or sub-let the whole or any part of the premises, or enter into a licence agreement for a fee or other benefit without the written consent Of the LANDLORD. The LANDLORD'S consent does not have to be granted but must not be unreasonably withheld. A Bond Transfer form Must be completed in accordance with the Residential Tenancies Act 1997.
- (c) An Administration Fee is payable to Tweed Sutherland First National for a tenancy transfer at a cost of \$110.00 (\$100.00 + GST). Payment is due prior to the transfer being effected.

8. RESIDENTIAL TENANCIES ACT, 1997

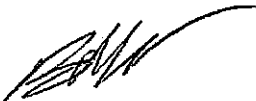

- (a) Each party must comply with the provisions of the Residential Tenancies Act 1997 as they apply to each Party. For further rights and duties refer to the Residential Tenancies Act 1997.

9. LEASE RENEWALS

- (a) The TENANT acknowledges that no promises, representations or warranties have been given by the LANDLORD or the Agent in relation to any further renewal of this Agreement.

10. KEYS / SECURITY / LOCKS

- (a) The TENANT acknowledges that due care has been taken by the LANDLORD and Agent to ensure That all keys held by previous occupiers of the property have been returned.
- (b) The TENANT may change the locks / alarm code at the premises, however, if changed, you must give the managing agent, duplicate keys/ new code as soon as practicable, (preferred within 24 hours).

Tenant's Signature  

11. INSURANCE

The **TENANT** acknowledges:

- (a) That the **LANDLORD'S** insurance policy does not provide cover for the **TENANT'S** possessions.
- (b) The **TENANT** must hold a contents insurance policy to adequately cover their own possessions.
- (c) That the **TENANT** shall not do or allow anything to be done which would invalidate any insurance Policy on the premises or increase the premium. (Example: the storage of flammable liquids).
- (d) The **TENANT** indemnifies the **LANDLORD** for any loss or damage caused to the premises by the Tenant and liability for injury or loss sustained by any person or a Person's property because of the negligence of the tenant.
- (e) If the **TENANT**, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or Bath fittings and the **LANDLORD** makes a claim on their insurance and has to pay an excess on the claim, the **TENANT** will reimburse the **LANDLORD** for the excess paid, if asked to do so.

12. PETS / ANIMALS

- (a) The **TENANT** shall not keep any bird, animal or pet on the premises without the written consent of the **LANDLORD** (either on a permanent or temporary basis).
- (b) Upon receiving a written request for a pet, the **LANDLORD** does not have to provide permission. If permission is given, it will be on the basis that the tenant accepts, abides by and signs off appropriate and reasonable extra lease conditions.

13. PLUMBING BLOCKAGES

- (a) The **TENANT (S)** hereby agrees to give immediate notice of any blockages or defects in drains, water services or sanitary systems. At no time should any item that could cause a blockage including (but not limited to) feminine hygiene products, cotton waste, paper towel, wipes, disposable nappies or excessive amounts of toilet paper be flushed down the sewerage, septic, stormwater or drainage systems.
- (b) The **TENANT** is responsible to pay all costs, charges and expenses that may be incurred in rectifying defects or blockages caused by the **TENANT/S** misuse or negligence.

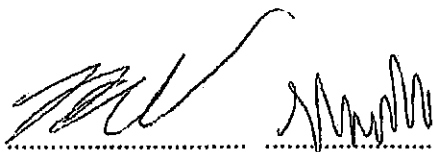
14. GENERAL UPKEEP

- (a) The **TENANT (S)** must ask the **LANDLORD** in writing for permission before the installation of any goods, any alterations or additions to, or renovations at the premises. If permission is provided, the **LANDLORD** may ask you to comply with reasonable conditions. Examples of things which require permission may include (but will not be limited to): installation of cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, dishwasher, heating, a pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping.
- (b) The **TENANT** shall, at the **TENANTS** expense, replace with a similar type all lighting tubes, globes and down-lights to the premises which become defective during the term of the tenancy, unless the defect is proven to be caused by faulty wiring or a defective fitting. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, it is recommended that you engage a tradesman to do the replacement.
- (c) The **TENANT** agrees not to carry out any mechanical repairs or spray painting of any motor vehicle cycle, boat or other such object, in or around the premises. Oil trays are to be placed under any dripping cars at the tenant's expense. No immobile vehicles are to be kept at the premises.
- (d) The **TENANT** agrees that in the event that there is cracked or broken glass due to an accident by, or the negligence of the **TENANT**, that they are responsible for the immediate repair at their own expense
- (e) The **TENANT** is liable for any costs associated with the extermination of rats/vermin.
- (f) If you hang washing or other articles in the open air, you must use the clothes line provided, if any. If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners' corporation rules.
- (g) The **TENANT** will allow an 'Auction' or 'For Sale' sign on my premises at any time. The sign will be positioned so as not to interfere with your use of my premises.

15. SMOKE DETECTORS/ HEATERS

- (a) If the **TENANT** becomes aware, or reasonably considers, a smoke detector or a heater at the premises is not, or may not be, in proper working order, they must notify the **LANDLORD** or the agent as soon as possible, preferably within 24 hours.

Tenant's Signature



- (b) The **TENANT** must replace expired or faulty smoke detector batteries as required and in any event, replace smoke detector batteries at the expiry of each 12 months of the term or periodic tenancy. You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must notify the **LANDLORD** or the agent, as soon as possible, preferably within 24 hours. Replacement batteries are batteries that are new, a reputable brand, of appropriate durability.
- (c) If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, it is recommended that you engage a tradesman for the replacement.

16. SMOKING

The **TENANT** acknowledges:

- (a) That the property is a smoke free zone and that no **TENANT** or **TENANT'S** guest is permitted to smoke inside. The **TENANT** must remove all cigarette butts from around the exterior of the home.
- (b) Compensation may be claimed should it be found that damage is caused to the premises as a direct result of smoking inside the home.

17. GARDEN /LAWN MAINTENANCE

The **TENANT** acknowledges:

- (a) That the **TENANT** is responsible for fully and regularly maintaining the garden area, in the state of repair and condition it was in at the start of the tenancy. Garden care includes (but may not be limited to) : mow the grass; water - subject to water restrictions - as and when required; remove weeds; rake-up and remove lawn clippings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin
- (b) That parking on lawns, garden areas or the nature strip is prohibited. Compensation may be claimed if damage is caused to these areas as a direct result of a breach of this clause.
- (c) If the garden is watered by a watering system and/or by tank water, the **TENANT** will maintain the the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). If the **TENANT** causes damage to one or other or the both of them you must repair or replace what is damaged at your expense.
- (d) if you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. PHONE LINES / INTERNET SERVICE AND PROPERTY SUITABILITY

The **TENANT** acknowledges:

- (a) The **LANDLORD** makes no warranty as to the availability of any phone line or internet service and the **TENANT** leases the property relying on their own enquiries.
- (b) No promises, representations, warranties or undertakings have been given by the **LANDLORD** or agent in relation to the suitability of the premises for the tenant's purposes or in respect to furnishings and fittings.

19. STORAGE AND REMOVAL OF WASTE AND RUBBISH

- (a) The **TENANT** must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for the purpose (if any).
- (b) The **TENANT** must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.


20. CHANGING THE RENT

- (a) If this is not a fixed term tenancy agreement, the **LANDLORD** may increase the rent by giving the **TENANT** 60 days' notice required by the Residential Tenancies Regulations 2008. The **LANDLORD** must not increase the rent more than once in every 6 months.
- (b) If the **TENANT** disagrees with a rent increase sought by the **LANDLORD**, the **TENANT** may apply to the Director of Consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.
- (c) If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, the **LANDLORD** will not increase the rent beyond that set out in this agreement before the fixed term ends. If this agreement DOES provide for a rent increase during the term, the **LANDLORD** will give you at least 60 days' notice of the increase, in the prescribed form.

21. COMPANY AS A TENANT

- (a) In the event that the **TENANT** is a company, the **TENANT** acknowledges that only one unrelated staff member (and his /her family) may reside at the premises at any one time to ensure compliance with building, health and council regulations.

Tenant's Signature



22. TENANT REIMBURSEMENT LATE OR NON PAYMENT AND OR BOUNCED CHEQUE

- (a) If the **TENANT** fails to make a payment under the terms of this agreement on the due date for payment and the **LANDLORD** and/or the agent incurs fees and/or charges as a consequence of that failure, the
- (b) **TENANT** will reimburse the **LANDLORD** and/or the agent the full amount of those fees and/or charges, on demand. Likewise, the **TENANT** will pay to the Agent the sum of \$10.00 for bank charges incurred if the tenant makes any payment by cheque that is not passed for payment by the **TENANT'S** bank on the first presentation.

23. COMMENCEMENT OF LEASE

The **TENANT** acknowledges:

- (a) The commencement date of this Lease Agreement is dependent upon the current occupant vacating and making the premises available by the due date.

24. INFLAMMABLE LIQUIDS AND SERVICING AND REPAIRS

The **TENANT** acknowledges:

- (a) The **TENANT** must not bring onto, or store, inflammable liquids, gases, automotive or machinery oils or lubricants at the premises. Examples of inflammable liquids and gases include but are not limited to motor fuels, kerosene, bottled gasses and illicit drug making ingredients.
- (b) The **TENANT** must not service or repair a vehicle or boat, of any description, at the premises, except for routine, minor maintenance. Routine, minor maintenance is limited to: cleaning, checking/adjusting tyre pressures, checking oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It **does not** include carrying-out lubrication, oil changing, replacing tyres or a battery or other, servicing whether in accordance with manufacturers' recommendations or not.

25. OWNERS CORPORATION RULES

The **TENANT** acknowledges:

- (a) If there is an owners' corporation for the premises, a copy of the current rules of it is attached to this tenancy agreement.
- (b) The **TENANT** must comply with the rules of the owners' corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.

26. ELECTRONIC SERVICE OF DOCUMENTS

The **TENANT** acknowledges:

- (a) That the **AGENT / LANDLORD** may send some Notices via Electronic means and pursuant to the Electronic Transactions (Victoria) Act 2000, the Tenant acknowledges that this is a valid form of notice in writing.
- (b) The **TENANT** consents to the receiving of certain notices in writing via electronic means and provides a Current email address for the purpose of receiving notices.
- (c) The **TENANT** acknowledges that if they change email address during the term of the tenancy, it is the tenant's responsibility to notify the **AGENT / LANDLORD** in writing, of the new email address for the purpose of receiving Notices via electronic means. A failure to do so, shall not render said notices invalid.
- (d) The **LANDLORD** consents to the receiving of certain notices in writing via electronic means and provides A current email address for the purpose of receiving such notices: - see first page. **(4) Withdrawal of**
- (e) The **TENANT** or the **LANDLORD** may withdraw their consent under subclause (26) to electronic service of notices and other documents only by giving notice in writing to the other party.
- (f) Following the giving of notice under section (e), no further notices or other documents are to be served by electronic communication

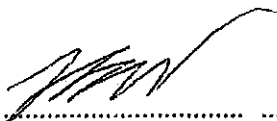
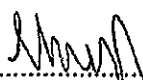
VACATING THE PREMISES – PART 3

27. WRITTEN NOTICE TO VACATE

The **TENANT** acknowledges:

- (a) If the **TENANT** wishes to vacate the premises at the expiration of this Agreement, the **TENANT** shall give the Agent **WRITTEN** notice to vacate the premises 28 days prior to the expiration date of this Agreement.
- (b) If the **TENANT** remains in occupation of the premises after the expiration date of this Agreement, and does not enter a new fixed term Agreement, the **TENANT** must give written notice to vacate specifying a termination date that is not earlier than 28 days after the day on which the **TENANT** gives the notice.

Tenant's Signature

28. RETURN OF KEYS AND OBLIGATION TO PAY RENT

The **TENANT** acknowledges:

- (a) It is the **TENANT'S** responsibility upon the termination of the Agreement to deliver all of the keys, any key cards or remote controls to the premises 52 Mitchell Street, Bendigo Vic 3550 and to continue paying rent until such time as the keys are received by the Agent.

29. TENANT CANNOT USE BOND MONEY TO PAY RENT

The **TENANT** acknowledges:

- (a) That the Residential Tenancies Act 1997 provides the **TENANT** may not refuse to pay rent on the ground a **TENANT** intends to regard the bond as rent paid in respect of the premises.
- (b) The **TENANT** acknowledges the Residential Tenancies Act 1997 permits the Victorian Civil and Admin. Tribunal to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

30. CLEANING CARPETS UPON VACATING THE PREMISES

The **TENANT** acknowledges:

- (a) If new carpet has been installed or the existing carpet's been professionally dry or steam cleaned at the commencement of the tenancy (and the **LANDLORD** or agent can produce a copy receipt for payment upon request), the **TENANT** will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the **LANDLORD** or agent with a receipt for payment of the work.

31. PROMOTIONAL BOARDS

The **TENANT** acknowledges:

- (a) The **TENANT** will allow a 'For Lease' sign on the premises during the final month of the tenancy. The sign will be positioned so as not to interfere with your use of my premises.

32. CHANGES IN OCCUPATION OF PREMISES / LEASE BREAK

The **TENANT** acknowledges:

- (a) If during the term of the tenancy the people in occupation of the premises need to change, the **TENANT** must as soon as practicable notify the **LANDLORD** or **AGENT** in writing.
- (b) If the **TENANT** assigns the tenancy/sub-lets, contrary to clause 7, or if the **TENANT** abandons the premises or cancels the tenancy, the **TENANT** may be required to reimburse the **LANDLORD'S** re-letting expenses including: * advertising or marketing expenses incurred; * a pro-rata letting fee; * rent until such time as the lease is assigned or expiry of the tenancy, whichever first occurs.

The **LANDLORD** must take reasonable steps to mitigate any loss arising from the **TENANT'S** default.

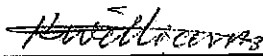
PLEASE CONTACT YOUR PROPERTY MANAGER TO DISCUSS THE SITUATION.

33. RETURN OF CONDITION REPORT

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

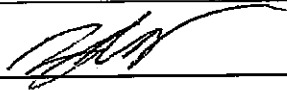
***** PLEASE NOTE: The **TENANT** cannot seek permissions or give any notices via SMS messaging *****

SIGNING AND ACCEPTANCE OF TERMS – PART 4

Signature of **LANDLORD:**  For and on behalf of the Landlord

TENANT 1: Skye Booby Signature  Date: 28.05.19

skyzy-
bear13@hotmail.com:

TENANT 2: Jacob Baker Signature  Date: 28.05.19

Tenant 2 Email Address: _____



**first
national**
REAL ESTATE | Tweed Sutherland

Lease Break Clause

Date: 28 May 2019

Property: 402 Napier Street, White Hills, Vic., 3550

Tenants Name: Skye Booby and Jacob Baker

In the event that I/We choose to vacate the premises prior to the lease expiry date I/We hereby agree that I/We will be liable to pay rent until the lease expiry date / or until a new tenant is secured at the property. Upon vacating I/We understand Tweed Sutherland require five (5) business days from date of keys being returned to the office, to the date a new tenant takes possession. This allows time for the final inspection to take place.

I/We also agree to pay a lease break fee which is equivalent to one (1) week of the weekly rental at the property plus GST and \$73 incl gst for advertising costs to reimburse the landlord costs of re-letting the property.

Signed Tenant/s:

Two handwritten signatures in black ink, one for Skye Booby and one for Jacob Baker, positioned above a horizontal line.

Signed Agent:

A handwritten signature in black ink, positioned above a horizontal line.

Property Report

 from www.land.vic.gov.au on 27 March 2020 10:20 AM

Address: 402 NAPIER STREET WHITE HILLS 3550

Lot and Plan Number: Lot 5 LP71033

Standard Parcel Identifier (SPI): 5\LP71033

Local Government (Council): GREATER BENDIGO Council Property Number: 173923

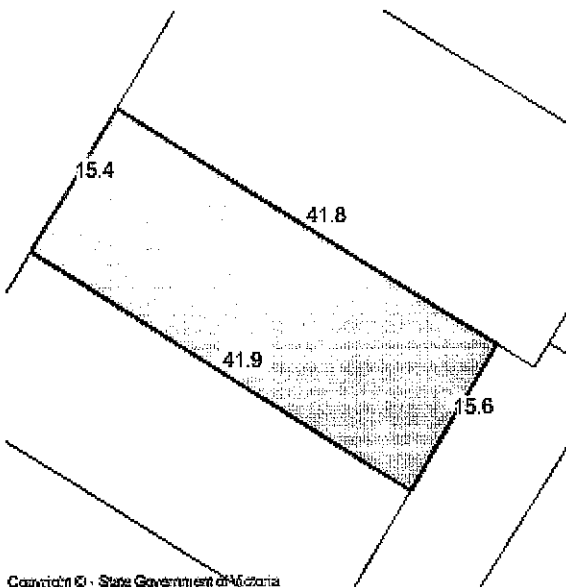
Directory Reference: VicRoads 608 B1

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 647 sq. m

Perimeter: 115 m

For this property:

- Site boundaries
- Road frontages

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

For more accurate dimensions get copy of plan at **Title and Property Certificates**

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: BENDIGO EAST

Utilities

Rural Water Corporation: Goulburn-Murray Water

Urban Water Corporation: Coliban Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR ([Information about choosing an electricity retailer](#))

Planning information continued on next page

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)

Planning Overlay: None

Planning scheme data last updated on 26 March 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

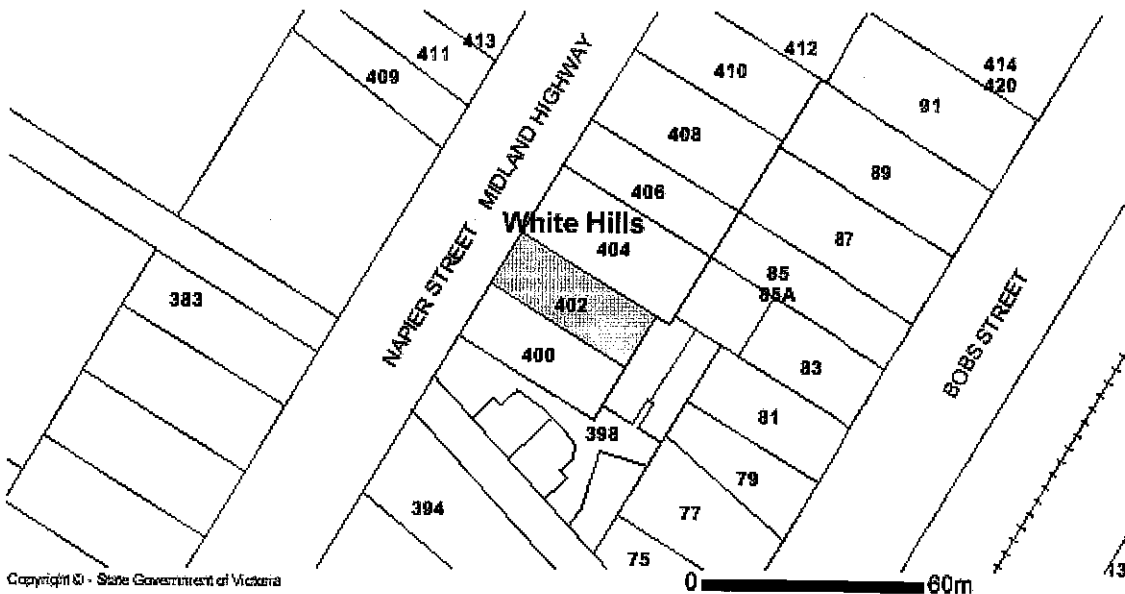
The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

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

Area Map



Copyright © - State Government of Victoria

+++++ Railway -|-|-|-|-| Tram ——— River, stream ○ Lake, waterbody

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 27 March 2020 10:20 AM

PROPERTY DETAILS

Address: **402 NAPIER STREET WHITE HILLS 3550**
Lot and Plan Number: **Lot 5 LP71033**
Standard Parcel Identifier (SPI): **5\LP71033**
Local Government Area (Council): **GREATER BENDIGO**
Council Property Number: **173923**
Planning Scheme: **Greater Bendigo**
Directory Reference: **VicRoads 608 B1**

www.bendigo.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/greaterbendigo

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**
Urban Water Corporation: **Coliban Water**
Melbourne Water: **outside drainage boundary**
Power Distributor: **POWERCOR**

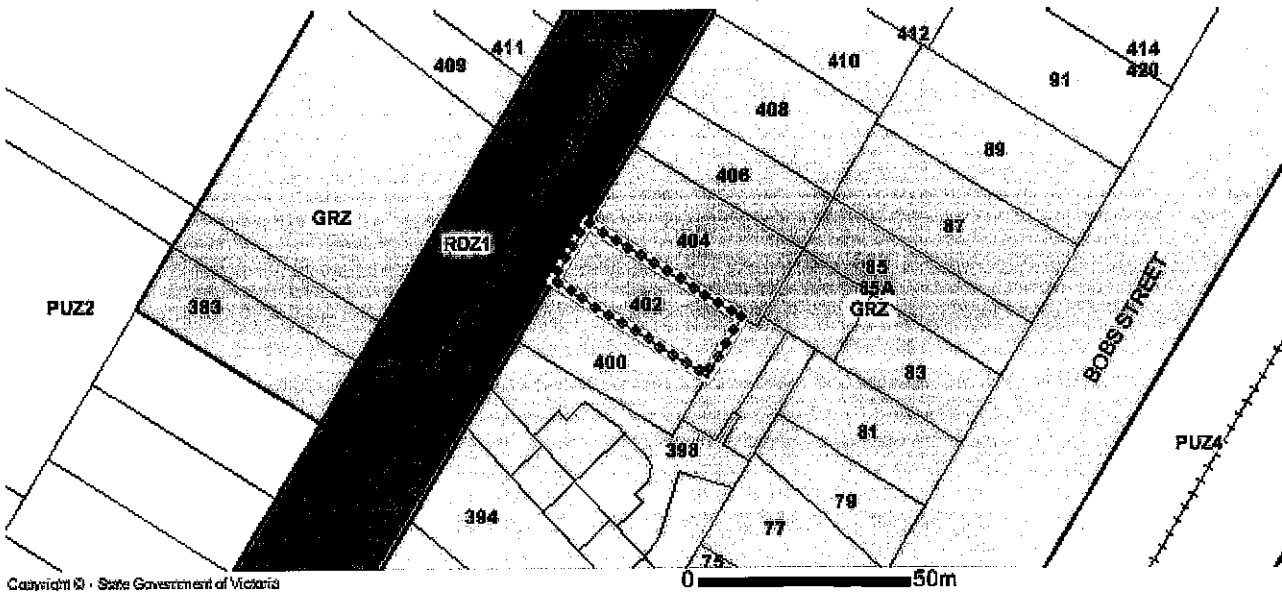
STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **BENDIGO EAST**

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)



Copyright © - State Government of Victoria

- | | | |
|-------------------------------|---------------------------------|-------------------------------|
| GRZ - General Residential | PPRZ - Public Park & Recreation | PUZZ - Public Use - Education |
| PUZ4 - Public Use - Transport | RDZ1 - Road - Category 1 | |

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

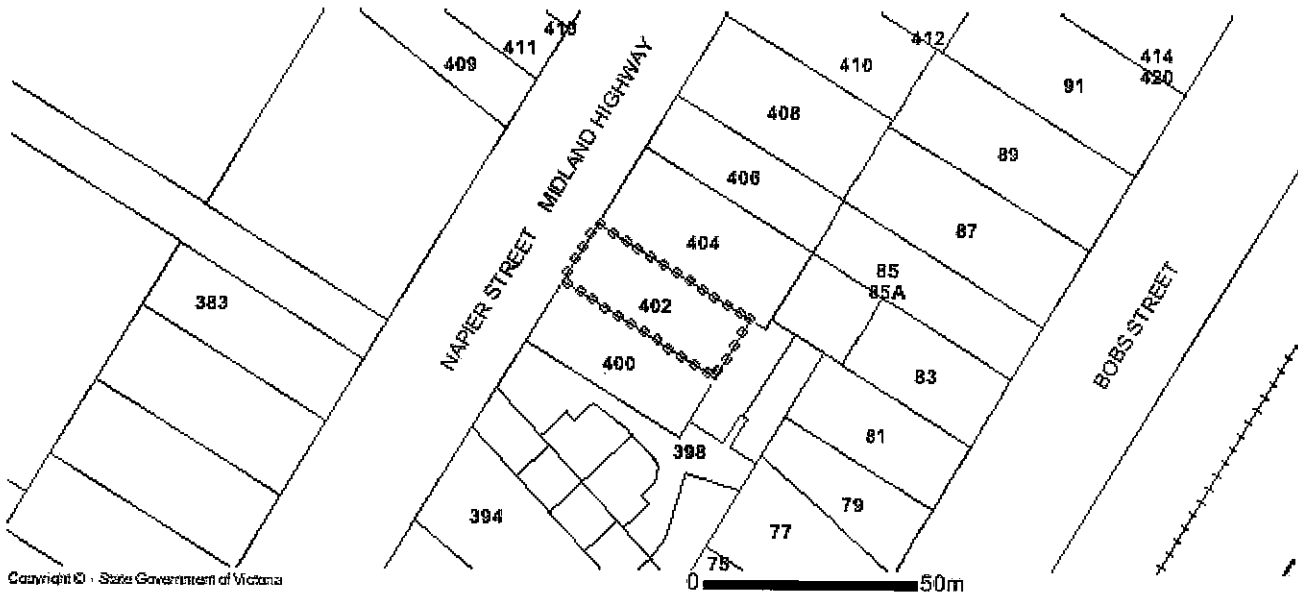
Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1982 (Vic).

Planning Overlay

None affecting this land - there are overlays in the vicinity
VEGETATION PROTECTION OVERLAY (VPO)



Copyright © - State Government of Victoria

 VPO - Vegetation Protection

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 26 March 2020.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may 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 <http://mapshare.maps.vic.gov.au/vicplan>

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

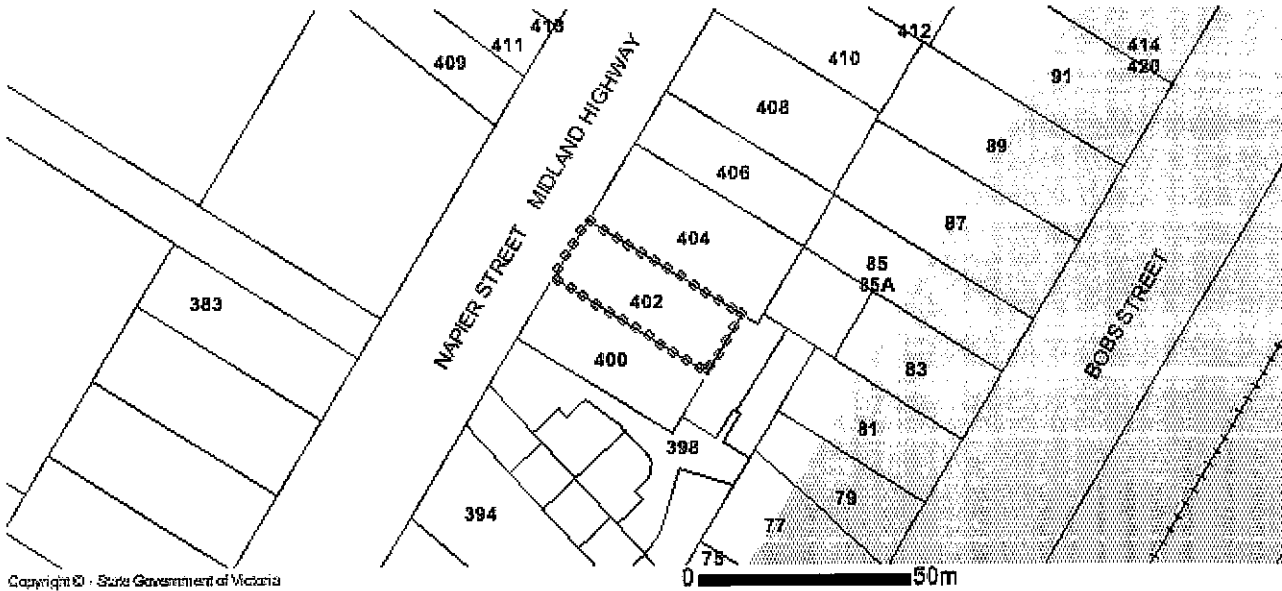
Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

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

Designated Bushfire Prone Area

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



Copyright © - State Government of Victoria

Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Copyright © - State Government of Victoria
Disclaimer This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
 Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)