

DATED

2019

**WILLIAM JASON BENTLEY**

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**VENDORS STATEMENT**

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**Property: 18 Black Wattle Way , Cranbourne 3977**

Sea Change Conveyancing  
Licensed Conveyancers  
1, 78 High Street  
Cranbourne VIC 3977  
Tel: 03 5995 1687  
Fax: 03 5995 4284  
Ref: SR:SR:8193

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	18 Black Wattle Way , Cranbourne 3977	
<b>Vendor's name</b>	William Jason Bentley	<b>Date</b> / /
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

## FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$3,500.00

### 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):

### 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): -

Is in the attached copies of title documents.

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

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

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

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

☐

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable.

### 4.2 Agricultural Chemicals

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

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 type="checkbox"/>
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## 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 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

### 12. DUE DILIGENCE CHECKLIST

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

Is attached.

### 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)*

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

VOLUME 11121 FOLIO 275

Security no : 124077768368T

Produced 04/06/2019 10:24 AM

LAND DESCRIPTION

Lot 1636 on Plan of Subdivision 616365Y.  
PARENT TITLE Volume 11004 Folio 265  
Created by instrument PS616365Y 02/03/2009

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
WILLIAM JASON BENTLEY of 15 ABREHART STREET DOVETON VIC 3177  
AG835303B 27/10/2009

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ516628P 05/12/2017  
AFSH NOMINEES PTY LTD

COVENANT PS616365Y 02/03/2009

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 PS616365Y 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: 18 BLACK WATTLE WAY CRANBOURNE VIC 3977

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL  
Effective from 05/12/2017

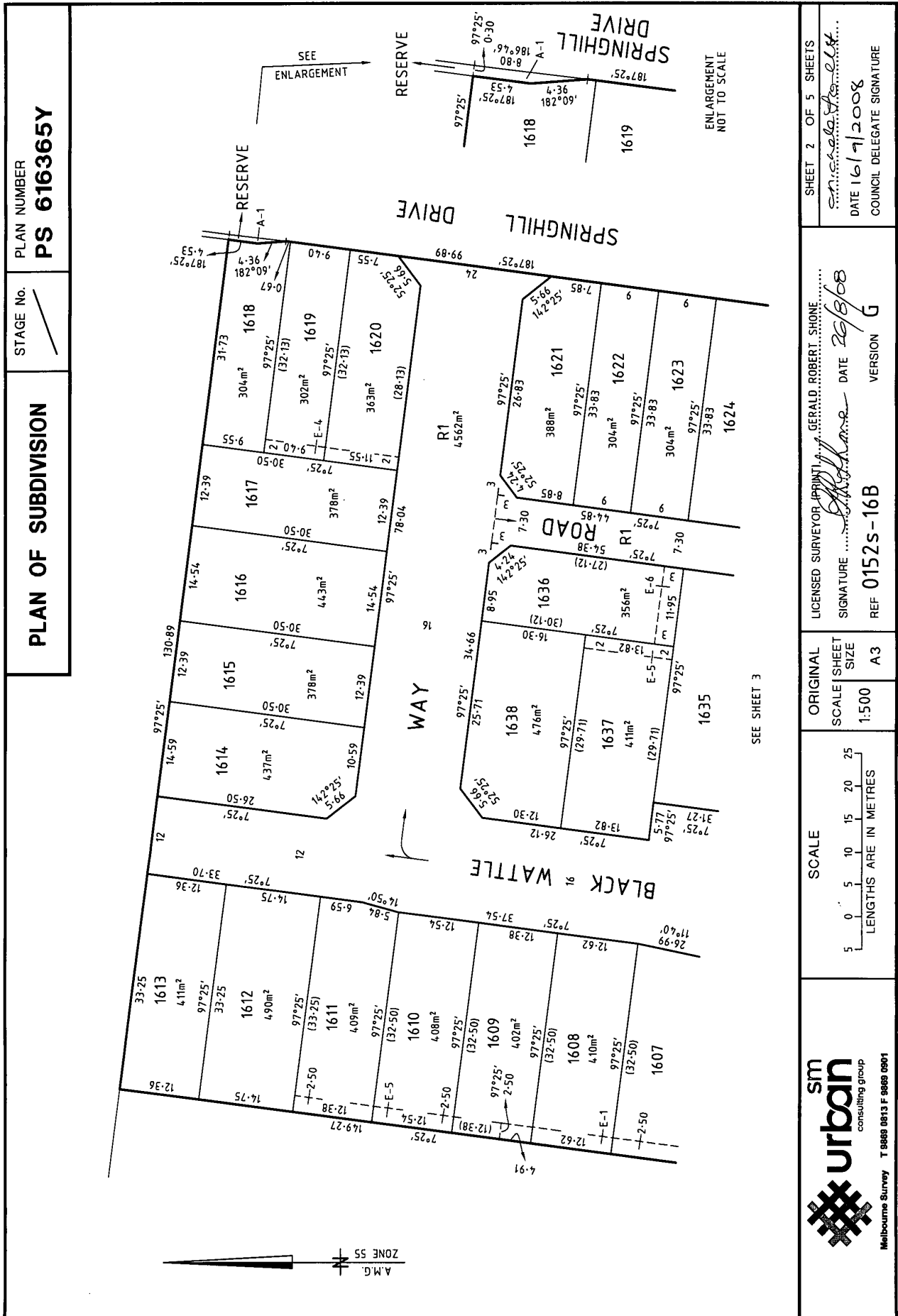
DOCUMENT END

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who is licensed by the State to provide this information.

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SCALE  
5 0 5 10 15 20 25  
LENGTHS ARE IN METRES

ORIGINAL  
SCALE SHEET  
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1:500 A3

LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE  
SIGNATURE *Gerald Robert Shone* DATE 26/8/08  
REF 0152s-16B VERSION G

SHEET 2 OF 5 SHEETS  
DATE 16/7/2008  
COUNCIL DELEGATE SIGNATURE



# PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

**PS 616365Y**

## CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created:

Table of land burdened and land benefited:

BURDENED LOT No.	BENEFITING LOTS
1601	1602
1602	1601, 1603
1603	1602, 1604
1604	1603, 1605
1605	1604, 1606
1606	1605, 1607
1607	1606, 1608
1608	1607, 1609
1609	1608, 1610
1610	1609, 1611
1611	1610, 1612
1612	1611, 1613
1613	1612
1614	1615
1615	1614, 1616
1616	1615, 1617
1617	1616, 1618, 1619, 1620
1618	1617, 1619
1619	1617, 1618, 1620

BURDENED LOT No.	BENEFITING LOTS
1620	1617, 1619
1621	1622
1622	1621, 1623
1623	1622, 1624
1624	1623, 1625
1625	1624, 1626
1626	1625, 1627
1627	1626
1628	1629, 1633
1629	1628, 1630, 1631, 1632, 1633
1630	1629, 1631
1631	1629, 1630, 1632
1632	1629, 1631, 1633
1633	1628, 1629, 1632, 1634
1634	1633, 1635
1635	1634, 1636, 1637
1636	1635, 1637, 1638
1637	1635, 1636, 1638
1638	1636, 1637

## DESCRIPTION OF RESTRICTION

1. The restrictions contained in memorandum of common provisions registered in Application No: **AA1258** are incorporated into and by this plan.

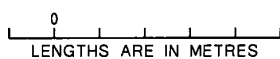
The land is burdened and benefited in accordance with the table of burdened and benefited land.

The registered proprietor for the time being of the burdened land shall comply with the restrictions.

2. The restrictions shall cease to affect 5 years after registration of the plan.



SCALE



ORIGINAL  
SCALE SHEET  
SIZE  
A3

LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE

SIGNATURE *G. Shone*

DATE 26/8/08

REF 0152s-16B

VERSION G

SHEET 4 OF 5 SHEETS

*On behalf of the Council*

DATE 16/9/2008

COUNCIL DELEGATE SIGNATURE

# PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 616365Y

## CREATION OF RESTRICTION B

Land to Benefit: Lots 1601 to 1638 (inclusive) on this plan.

Land to be Burdened: Lots 1601 to 1638 (inclusive) on this plan.

In this restriction, 'front boundary' means the boundary identified as the main street frontage for the lot in the memorandum of common provisions incorporated into and by this plan.

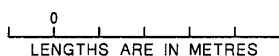
The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies shall not:-

- a) At any time erect, construct, build or cause or permit to be erected, constructed or built on the lot:
  - i. Any building other than one dwelling with usual outbuildings such dwelling having a minimum floor area (excluding any carport or garage or verandah) of 110 square metres;
  - ii. Any dwelling (including garages and carports) of which less than seventy-five percent (75%) of the external walls (excluding windows) is constructed of brick, brick veneer, stone, masonry, or masonry veneer;
  - iii. Any outbuildings other than a garage or carport having external walls constructed of materials other than brick, stone, rendered concrete, concrete sheet, timber or coloured non-reflective metal;
  - iv. Any dwelling with a roof of other than masonry or terracotta tiles or coloured non-reflective metal roofing material;
  - v. Any dwelling having external plumbing (drainage downpipes excepted) which may be visible from an abutting or adjacent street;
- b) Erect or cause or permit to be erected or remain erected any fence:-
  - i. On either side boundary or rear boundary of the Lot, of a height more than 2 metres;
  - ii. On either side boundary or rear boundary of the Lot, other than a fence constructed of timber palings with a timber cap;
  - iii. On the front boundary
- c) At any time park or store or cause to be parked or stored on or within such lot any vehicle having a carrying capacity of one tonne or more or any boat, caravan or trailer in such a way to be visible from any street adjacent to or abutting such lot
- d) At any time keep place or maintain or cause to permit to be kept placed or maintained any outside clothes drying or airing facilities so as to be visible from any street adjacent to or abutting such lot.
- e) Except with the consent in writing of Jeraspell Pty Ltd erect or permit to be erected upon the lot or any part thereof or any building erected thereon any advertisement boarding, sign or similar structure or allow the lot or any building erected thereon to be used for the display of any advertisement sign or notice PROVIDED THAT when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale.



Melbourne Survey T 9869 0813 F 9869 0901

SCALE



ORIGINAL  
SCALE SHEET  
SIZE  
A3

LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE

SIGNATURE *[Signature]*

DATE 26/8/08

REF 0152s-16B

VERSION G

SHEET 5 OF 5 SHEETS

*en.chale.ste.ltd*

DATE 16/9/2008

COUNCIL DELEGATE SIGNATURE

# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958  
 Lodged by:  
 Name: .....  
 Phone: ..... Scott Ashwood  
 Address: ..... Code 15570  
 Ref: .....  
 Customer Code: .....



**AG835303B**

27/10/2009 \$929



Statement  
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MADE AVAILABLE / CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: (volume and folio reference)  
 Certificate of Title Volume 11121 Folio 275

Estate and Interest: (e.g. "all my estate in fee simple")  
 All its estate in fee simple

Consideration:  
 \$329,000.00

Transferor: (full name)  
 Jeraspell Pty Limited ACN 080 638 080

Transferee: (full name and address including postcode)  
 William Jason Bentley of 15 Abrehart Street, Doveton, VIC 3177

Directing Party: (full name)

Dated: 1 8-10-09

Execution and attestation

Approval No. 1984089A

ORDER TO REGISTER

Please register and issue title to

**T1**

Signed

Cust. Code:



STAMP DUTY USE ONLY

Scott Ashwood Pty Ltd

DRS AP 414  
 Vic Duty \$6,158.00  
 Consideration \$329,000.00  
 Trans No. 15583/2009  
 Endorse Date 21/10/2009  
 Section s57J (PPR) 21 (4A) Original  
 KATHARINEB Signatur

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

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

464153493095

# ANNEXURE PAGE

Transfer of Land Act 1958

AG835303B



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This is page 2 of *Approved* Form T1 dated

8/10/09

between Jeraspell Pty Limited ACN 080 638 080 and William Jason Bentley

Signature of the parties

## Panel Heading

SIGNED by WILLIAM JASON BENTLEY in the presence of:

x Melanie Payet  
Signature of witness

x [Signature] W.B

Executed by JERASPELL PTY LTD  
by being signed by its Attorney

Craig Robert Muse  
under Power of Attorney dated 03/12/2003 23/11/2005  
(which has not been revoked) in the  
presence of:

x [Signature]

[Signature]

Approval No. 1984089A

A1



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of the instrument are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.



## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 04 June 2019 08:48 AM

**Address:** 18 BLACK WATTLE WAY CRANBOURNE 3977

**Lot and Plan Number:** Lot 1636 PS616365

**Standard Parcel Identifier (SPI):** 1636\PS616365

**Local Government (Council):** CASEY **Council Property Number:** 107078

**Directory Reference:** Melway 130 A10

**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](http://www.vba.vic.gov.au)

### State Electorates

**Legislative Council:** SOUTH-EASTERN METROPOLITAN

**Legislative Assembly:** CRANBOURNE

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** South East Water

**Melbourne Water:** inside drainage boundary

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

### Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

**Planning Overlays:** DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 5 (DCPO5)

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)

Planning scheme data last updated on 27 May 2019.

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](#)

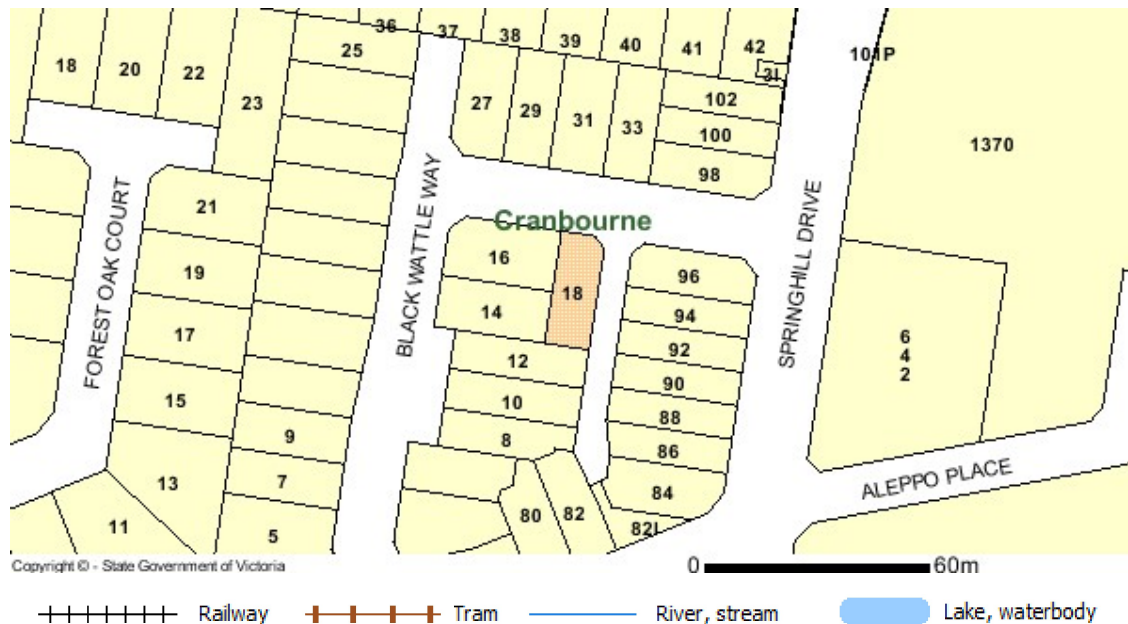
The Planning Property Report includes separate maps of zones and overlays

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](http://www.planning.vic.gov.au)

## Area Map



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# O'Brien Real Estate

**Residential Tenancies Act 1997**  
(Section 26(1))  
**Residential Tenancies Regulations 2008**  
(Regulation 7)

This agreement is made on the 24<sup>th</sup> July 2018

**Between** LANDLORD: W. Bentley

**AGENT:** Registered Business Name: **O'Brien Real Estate PTY LTD**  
**ABN: 39 144 978 692**  
**Telephone 9707 0556 Fax 8768 0400**

**And**

**TENANT (1):** Name: Judith Munene  
Address: 12 Valencia Circuit, Cranbourne  
**TENANT (2):** Name: Jared Okoyo  
Address: 12 Valencia Circuit, Cranbourne

**1. PREMISES: 18 Black Wattle Way, Cranbourne**  
Including Chattels: Carpets, window furnishings, oven, hot plates, range hood, Light fittings, and as specified in the inventory and condition report

**2. RENT: \$1716 PER CALENDAR MONTH IN ADVANCE**  
payable on the 9<sup>th</sup> day of every month in advance  
*26<sup>th</sup> J.M (J.D)*  
Increased to **\$0.00 PER CALENDAR MONTH IN ADVANCE**  
COMMENCING ON: day of

RENTAL PAYMENTS THROUGH DEFT PAYMENT TO AGENT :  
**O'Brien Real Estate Pty Ltd**  
**56-58 High Street, Berwick Vic 3806**

**3. BOND: \$1716**  
To be Lodged with the **Residential Tenancies Bond Authority** In accordance with the **Residential Tenancies Act 1997**.

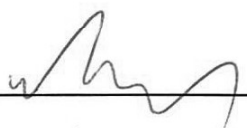
**4. FIXED TERM AGREEMENT:**


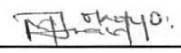
TERM: **12 Months**  
COMMENCEMENT DATE: **26<sup>th</sup> July 2018**  
TERMINATION DATE: **25<sup>th</sup> July 2019**

*Unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.*

**\* PERIODIC TENANCY**

COMMENCEMENT DATE:

SIGNED by the Landlord 

SIGNED by the Tenant **X**  **X** 



## OBrien Real Estate

### 5. CONDITION OF THE PREMISES

The LANDLORD must –

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

### 6. DAMAGE TO THE PREMISES

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

### 7. CLEANLINESS OF THE PREMISES

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day in 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.

### 8. USE OF PREMISES

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

### 9. QUIET ENJOYMENT

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

### 10. ASSIGNMENT OR SUB-LETTING

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not reasonably be withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

### 11. CONSENT TO COLLECT ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

- (a) The TENANT, JARED

[ ] Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.

TENANT'S email address for service: ckey@i@-yahoo.com.au

OR

[ ] Does Not Consent to the electronic service of notices and other documents.

- (b) The LANDLORD, \_\_\_\_\_

[ ] Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.

LANDLORD'S email address for service: berwick@obrienrealestate.com.au

OR

[ ] Does Not Consent to the electronic service of notices and other documents.

- (c) If the TENANT or the LANDLORD (as the case may be) have not consented to the electronic service under clause 11(a) or clause 11(b) of this agreement, the TENANT or the LANDLORD must not infer consent to electronic service merely from the receipt or response to emails or other communications.



## OBrien Real Estate

### 12. WITHDRAWING CONSENT TO ELECTRONIC SERVICE

The LANDLORD or the TENANT may withdraw their consent to electronic service of notices and other documents only by giving notice in writing to the other party that notices or other documents are no longer to be sent by electronic communication.

### 13. RESIDENTIAL TENANCIES ACT 1997

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

**Schedule of items or Special Conditions ( See Attached)**

### ADDITIONAL TERMS

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

Any additional terms must also comply with the Unfair Contract Terms provisions in Part 2-3 of the **Australian Consumer Law (Victoria)**.

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

**\* Please read this import advice about writing:** in these additional terms the words "writing " means all ways of representing or reproducing words, figures or symbols in a visible form , unless a form prescribed by the Residential Tenancies Regulations 2008 must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter . Before you use an SMS message , an email or facsimile check clause 11 to see if I have consented to the electronic service of notices or other documents and, if I have, check I have not given you written notice withdrawing my consent. You should also check these additional terms to see if you cannot use an SMS message for the purpose, in which case you may want use an email.

### 14. Installing goods, making alterations, additions or renovations at my premises

**14.1** You must ask me in \*writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

**14.2** These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above – ground 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. This is not a complete list. I have provided it to you as a guide only.

### 15. Other use of my premises

**15.1** You must use my premises primarily as your home. If you also want to use them for some ancillary purpose- for example, to provide a home office for your business – you must ask me in \* writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and , before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

**15.2** You must ask me in \* writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and , before your tenancy ends, you must comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.



# OBrien Real Estate

## 16. Utility charges at my premises

- 16.1 I am responsible for the costs and charges set out in section 53(1) and , if applicable, section 54 of the Residential Tenancies Act.
- 16.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.
- ( You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to " Legislation and Bills" the " Current Acts- Victoria Law Today" and following the prompts.)
- 16.3 If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.
- 16.4 If a service is disconnected or damaged because you are, or a person you have on my premises is at fault, you must have the service re-connected or repaired at your cost
- 16.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

## 17. My insurances for my premises

- 17.1 If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased.
- 17.2 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.
- 17.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

## 18. Light globes and fluorescent tubes at my house

- 18.1 You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing a item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

## 19. You must tell me about defects at my premises

- 19.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

## 20. Damage to my premises

- 20.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.
- 20.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excess amounts of lavatory paper , paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
- 20.3 When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible- preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, have caused it.
- 20.4 If you or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I , or my managing agent or my contractor, caused the blockage or defect.





## OBrien Real Estate

- 21. You will indemnify me in certain circumstances if things go wrong at my premises.**
- 21.1** If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.
- 21.2** If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.
- 22. Smoke detectors and heaters at my premises**
- 22.1** If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 22.2** If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 22.3** 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 tell me or my managing agent as soon as possible, preferably within 24 hours.
- 23. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises**
- 23.1** You must not bring onto, or store inflammable liquids, gases or automotive or machinery oils or lubricants at my premises.
- 23.2** Examples of inflammable liquids and gases include motor fuels, kerosene and bottle gases. This is not a complete list. I have provided it to you as a guide only.
- 23.3** You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 23.4** Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and check the 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 periodic, or other, servicing whether in accordance with manufactures' recommendations or not or repairs of any sort.
- 23.5** Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.
- 24. Storage and removal of waste and rubbish at my premises.**
- 24.1** You must store rubbish and waste in appropriate containers with close-fitting lids.
- 24.2** If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 24.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 25. Hanging washing at my premises**
- 25.1** If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 25.2** 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.



## OBrien Real Estate

### **26. Looking after the garden at my premises**

- 26.1** If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 26.2** These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings 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. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 26.3** If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, caused the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 26.4** 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.

### **27. Pets at my premises.**

- 27.1** Before you may have a pet of any description at my premises you must ask for permission in \*writing and receive it from, or my managing agent.
- 27.2** I do not have to give you permission. Nor does my managing agent have to give you permission. If permission is given, it may be on reasonable conditions.
- 27.3** If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

### **28. Assignments, subletting, break lease or abandoning my premises**

- 28.1** If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferable within 24 hours. Should you find it necessary to vacate the premises prior to the expiration of the lease, therefore breaking the terms and conditions of the lease, you acknowledge that the following costs shall be applicable to you. You shall ask me in \*writing or ask my managing agent in \*writing for written permission to assign your tenancy or sub-let my premises. You cannot use an SMS message to ask me for permission.
- 28.2** If you assign, break lease or sublet my premises without obtaining written permission beforehand or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including-
  - 28.2 (a)** a pro- rata letting fee;
  - 28.2 (b)** advertising or marketing expenses;
  - 28.2 (c)** rental database checks on applicants;
  - 28.2 (d)** rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 28.3** Your obligation to pay me the expenses referred to in clauses 28.2 (a) to 28.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.





## OBrien Real Estate

### **29. If you intend to leave my premises when your tenancy ends**

- 29.1** If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.
- 29.2** You tell me, or my managing agent, about your intention to leave by giving \* written notice in a form which is not an SMS message.
- 29.3** You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.
- 29.4** You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.

### **30. Remaining at my premises after your tenancy ends**

- 30.1** If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day you tell me or tell my managing agent.
- 30.2** You tell me, or my managing agent, about your intention to leave by giving \* written notice in a form that is not an SMS message.

### **31. If I require my premises when your tenancy ends**

- 31.1** If I require my premises when your tenancy ends, I, or my managing agent will tell you.
- 31.2** I, or my managing agent, will tell you by giving you \*written notice in a form that is not an SMS message.

### **32. Changing the locks and alarm code at my premises**

- 32.1** You may change the locks at my premises.
- 32.2** If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 32.3** You may change the code of an alarm at my premises.
- 32.4** If you change the code, you must tell me or my managing agent in \*writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

### **33. 'To Let', 'auction' and 'for sale' signs at my premises**

- 33.1** You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premise.
- 33.2** You will allow me, or my managing agent, to put up a 'Auction' or 'For Sale' sign on my premises during the tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premise.

### **34. Owners corporation rules and my premises**

- 34.1** If there is an owners' corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 34.2** You 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.
- 34.3** You do not have to contribute to owners' corporation capital costs or other expenses payable by me.



## OBrien Real Estate

**35. You cannot use your bond to pay your rent for my premises**

- 35.1** You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 35.2** You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

**36. Increasing the rent of my premises.**

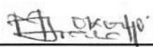
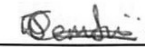
- 36.1** If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.
- 36.2** If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days' notice of the increase. The notice I give will be in the form prescribed for the purpose.
- 36.3** If this is a periodic residential tenancy agreement-
- (a) If I propose to increase your rent; I will give you at least 60 days' notice; and
  - (b) The notice I give you will be in the form prescribed for the purpose.

**37. Receipt of condition report / statement of rights and duties for my premises**

- 37.1** You acknowledge before you took occupation of my premises, you received from me or my managing agent-
- (a) two copies of a condition report signed by me or my managing agent; and
  - (b) a written guide authorised and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.

**38. Urgent repairs: Authorised \$1800.00**

Tenant (s) Signature (s):

Dated:

Landlord(s) Signature (s):





OBrien Real Estate

## Applications for Tenancy and Management of Property Privacy Act (Commonwealth) 1988 Collection Notice

The personal information the prospective tenant provides in this application or that which is collected from other sources is necessary for the Agent to verify the Applicant's identity and to process and evaluate the application and to manage the tenancy if the Application is successful.

The personal information collected about the Applicant, may be disclosed, by use of the internet or otherwise, to other parties including media organizations, the landlord, tradespeople, referees, solicitors, financial institutions, parties engaged to evaluate the property, bodies corporate, other agents, clients of the Agent both existing and potential, third party operators of tenancy reference databases, government and statutory bodies and other third parties as required by law. Information already held on tenancy reference databases may also be disclosed to the Agent and / or landlord. Unless you advise the agent to the contrary, the Agent may also disclose such information to The Real Estate Institute of Victoria Ltd (REIV) for the purpose of documenting all leasing data in the area for the benefit of its members as part of membership services and for others in the property or related industries, and so as to assist them in continuing to provide the best possible service to their clients. In providing this information, you agree to its use, unless you advise the Agent differently. The privacy policy of the REIV can be viewed on its website [www.reiv.com.au](http://www.reiv.com.au) and the privacy policy of realestateview can be viewed at [www.realestateview.com.au](http://www.realestateview.com.au)

The Agent will only disclose information in this way to other parties to achieve the purposes specified above or as otherwise allowed under the Privacy Act.

If the Applicant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Application or the REIV on (03) 9205 6666. The Applicant can also correct the information if it is inaccurate, incomplete or out of date.

If the information is not provided, the Agent may not be able to process the application.

Signed.....X.....*[Signature]*.....X.....  
(Tenant/s)

Date.....*25/07/08*.....