

SECTION 32

STATEMENT

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

Vendor:	Peter Rottier
Property:	37 Bellevue Drive BERWICK VIC 3806

VENDORS REPRESENTATIVE

Cardinia Conveyancing

PO Box 987
BERWICK VIC 3806

Tel: 03 9769 8995

Fax: 03 9769 8993

Email: contactus@cardiniaconveyancing.com.au

Ref: 22/5774

SECTION 32 STATEMENT
37 BELLEVUE DRIVE BERWICK VIC 3806

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows-

Their total does not exceed \$4,000.00

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

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

32B INSURANCE

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

32C LAND USE

(a) **RESTRICTIONS**

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

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

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

(b) **BUSHFIRE**

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) **ROAD ACCESS**

There is access to the Property by Road.

SECTION 32 STATEMENT
37 BELLEVUE DRIVE BERWICK VIC 3806

(d) PLANNING

Planning Scheme: Casey Planning Scheme
Responsible Authority: Casey City Council
Zoning: General Residential Zone
Planning Overlay/s: None

32D NOTICES

Save and except as attached, the Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

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

SECTION 32 STATEMENT
37 BELLEVUE DRIVE BERWICK VIC 3806

32I TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

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

DATE OF THIS STATEMENT

	/		/20	
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Name of the Vendor

Peter Rottier

Signature/s of the Vendor

✕

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

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

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
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Name of the Purchaser

Signature/s of the Purchaser

✕

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](https://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.

PROPERTY REPORT

From www.planning.vic.gov.au at 21 September 2022 10:24 AM

PROPERTY DETAILS

Address: **37 BELLEVUE DRIVE BERWICK 3806**

Lot and Plan Number: **Lot 1 PS406173**

Standard Parcel Identifier (SPI): **1\PS406173**

Local Government Area (Council): **CASEY**

Council Property Number: **66623**

Directory Reference: **Melway 130 K1**

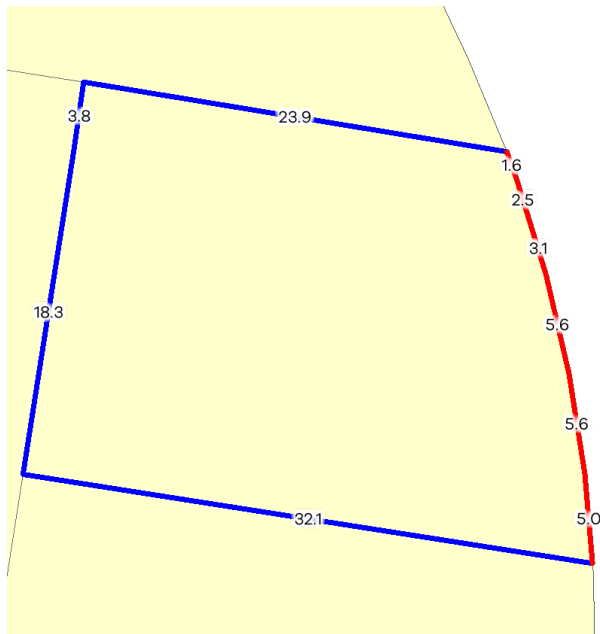
www.casey.vic.gov.au

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 on the Victorian Building Authority website <https://www.vba.vic.gov.au>

SITE DIMENSIONS

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



Area: 628 sq. m

Perimeter: 102 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **NARRE WARREN SOUTH**

PLANNING INFORMATION

Planning Zone [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

Planning Overlay None

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

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

PROPERTY REPORT

Planning scheme data last updated on 20 September 2022.

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

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

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

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

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

Area Map



TRANSFER OF LAND
Section 45 Transfer of Land Act 1958

RETURNED UNDER
SEC. 105 ACT 6399

Lodged by:

Name:

Phone:

Address:

Ref.:

Customer Code:

St George

21 SEP 1998
Assistant Registrar of Titles

V483176N
480698-1328-45-145

Form T2
Titles Office

V988236Y

130499 1344 45 \$223 TROL



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—
—together with any easements created by this transfer;
—subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
—subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

VOLUME 9520 FOLIO 629

10373 folio 592

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

All their estate in fee simple

Consideration:

\$145,000.00

Transferor: (full name)

STRATCO DEVELOPMENTS PTY LTD ACN 065 096 344

Transferee: (full name and address including postcode)

PETER ROTTIER of 15 Outlook Drive Berwick 3806

Directing Party: (full name)



DV988236Y-1-8

Creation and/or Reservation and/or Covenant:

AND the said Transferees with the intent that the benefit of the covenant hereinafter mentioned shall be attached to and run at law and in equity with each and every Lot on the said Plan of Subdivision No. 406173F (other than the land hereby sold) and that the burden thereof shall be annexed to and run at law and in equity with the land sold hereby for themselves their heirs, executors administrators and transferees covenant with the said STRATCO DEVELOPMENTS PTY LTD and its Transferees the registered proprietor or proprietors for the time being of each and every Lot on the said Plan of Subdivision No. 406173F and every part or parts thereof (other than the land hereby sold) the said Transferees their heirs, executors, administrators and Transferees shall not:-

Continued on T2 Page 2

Approval No. 571967L

ORDER TO REGISTER

Please register and issue title to

T2



1999

Signed

Cust. Code:

STAMP DUTY USE ONLY

NICLAIR DENTON (ORIGINAL)
VICTORIAN STAMP DUTY (COUNTERPART)
CONSIDERATION: \$105,000
DUTY PAYABLE: \$2500
AP No.: 197
TRANSACTION No.: 98161282
DATE 17/6/98 PHONE: 9670 9411

THE BACK OF THIS FORM MUST NOT BE USED

Blue Star Office L71A

- (a) at any time erect construct or build or cause to be erected constructed or built or allow to remain erected, constructed or built on the said lots sold or any parts thereof and building apart from the necessary outhouses and garages other than the dwelling house constructed of not less than 75% brick of brick veneer;
- (b) erect or cause to be erected on the said lot hereby sold any dwelling (excluding necessary outhouse and garage) that shall have an area of less than 116.00 square metres.

And these conditions and each of them shall be included in the Transfer to the Purchasers as restrictive covenants to run with the said land and to be noted on any Certificate of Title to be issued pursuant to the Transfer as an encumbrance affecting the same.

Dated: 28/5/98 DATE

Execution and attestation:



THE COMMON SEAL OF STRATCO DEVELOPMENTS PTY. LTD. ACN 065 096 344 was hereunto affixed in accordance with its Articles of Association in the presence of :

[Signature]
[Signature]

Edward Natoli (Director)
11-12 Aurisch Ave, Narre Warren

Anthony Natoli (Secretary)
11-12 Aurisch Ave
Narre Warren

[Signature]
PR

SIGNED BY THE TRANSFEREE
in the presence of:

[Signature]
Witness



DV988236Y-2-5

Approval No. 571967L

T2 Page 2



THE BACK OF THIS FORM MUST N



OC Office L71B

WITHDRAWN &
25 NOV 1997
RELODGED



Lodged at the Land Titles Office by:

Name: ~~CITY OF CASEY~~ N.C. Conveyancer Titles Office Use Only
Phone: ~~(03) 705 5200~~ PO Box 61
Address: ~~PO BOX 1000~~ Fountain Gate
NARRE WARREN 3805 VIC 3805

Ref: 4592.74.PP-01

Customer Code: ~~2079L~~ 119 W.



The authority or Council having made an Agreement requires a recording to be made in the Register for the land.

LAND:

LOT 3 ON PLAN OF SUBDIVISION, LP 142721, AND MORE PARTICULARLY DESCRIBED ON CERTIFICATE OF TITLE VOLUME 9250 FOLIO 629.

AMENDED

20 NOV 1997

AUTHORITY:

CITY OF CASEY (NARRE WARREN OFFICE), PRINCES HIGHWAY, NARRE WARREN 3805

With consent of
Current Proprietor for

SECTION AND ACT UNDER WHICH AGREEMENT MADE:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

IMAGED

A copy of the Agreement is attached to this application.

Date:

24/9/97

Signed:

JIM HICK
TEAM LEADER - SUBDIVISIONS

15/10/97

8
12
97

V110406B

THIS AGREEMENT is made on the *Sixteenth* day of *September* 1997.

BETWEEN

CASEY CITY COUNCIL ("the Council")
PO Box 1000
Narre Warren 3805

and

STRATCO DEVELOPMENTS PTY LTD
PO Box 277
Berwick 3806 ("the Subdivider")

WHEREAS

- A. The Subdivider is the registered proprietor of the land described in the First Schedule hereto ("the Land").
- B. The Council is the Responsible Authority under the Planning and Environment Act 1987 ("the Act") for the Berwick Planning Scheme ("the Planning Scheme").
- C. The Subdivider has requested the Council to enter into an agreement to allow the subdivision of the Land pursuant to Clause 121-6B of the Planning Scheme generally in accordance with the plan of subdivision attached hereto and marked "A".
- D. The subdivision of the Land will be undertaken by one or more plans of subdivision submitted to the Council for certification under the Subdivision Act 1988 ("the Plans of Subdivision").
- E. The parties hereto have agreed that without restricting or limiting their respective rights and powers to enter into this Agreement and insofar as it can be so treated, this Agreement shall be treated as being an Agreement made pursuant to Section 173 of the Act.



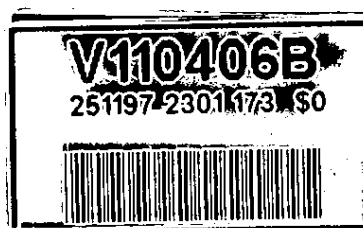
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. The Subdivider with the intent that its covenants hereunder shall run with the Land hereby covenants and agrees that it will:
 - 1.1 Comply with and carry out the conditions of the planning permit for the subdivision of the Land to be granted subsequent to the execution of this Agreement or any amended permit issued at the direction of the Administrative Appeals Tribunal or otherwise
 - 1.2 Prepare a landscaping plan for the road reserves and open space as shown on the Plans of Subdivision to the satisfaction of the Council prior to the issue of a Statement of Compliance.
 - 1.3 Complete all landscaping works in accordance with the landscaping plan required by Clause 1.2 hereof either prior to the issue of Statement of Compliance or otherwise provide a suitable bond to the Council for the completion of such landscaping works.
 - 1.4 Make a cash contribution for community facilities to the Council for each residential lot shown on the Plans of Subdivision with payment to be made by the Subdivider to the Council prior to the issue of a Statement of Compliance.
 - 1.4.1 The cash contribution is agreed to be an amount of \$300.00 ("the base amount") per lot as at the 30th September, 1989, and varied by the amount of the percentage increase to the Consumer Price Index Weighted Average eight capital cities issued by the Commonwealth Statistician from the 30th September, 1989.

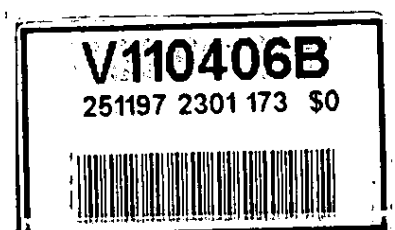
PROVIDED ALWAYS THAT

- (i) where the Commonwealth Government ceases to publish that index; or
- (ii) the basis of calculating that index is substantially changed;

then either party may give one (1) month's written notice to the other specifying the facts which they allege satisfy sub paragraphs (i) and (ii) of the proviso of this Clause, and, where notice is so given, the parties agree that the amount of the percentage increase shall be as agreed.




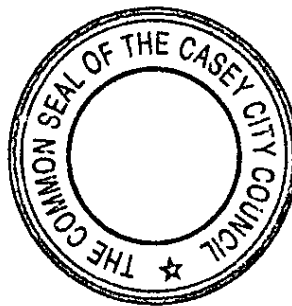
- 1.4.2 The Council covenants with the Subdivider that in relation to the monies to be received from the Subdivider pursuant to Clause 1.4 hereof that the Council will apply such monies for the provision of community facilities benefiting the future residents of the Land.
- 1.5 Make provision for one car parking space per residential lot within the road reserve where the abutting road pavement width is less than 6.5m (invert of the channel to invert of the channel).
2. The Subdivider covenants and agrees to do all things necessary including the signing of such further agreements or other documents that may be required to ensure these covenants and agreements are carried out and effected.
3. This Agreement does not restrict house siting, carparking, fencing and landscaping for each lot shown on the plan of subdivision.

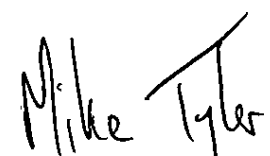


IN WITNESS WHEREOF the parties hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of
CASEY CITY COUNCIL was hereunto
affixed in the presence of:


.....
Councillor




.....
Chief Executive Officer



THE COMMON SEAL of


Stratco Developments Pty Ltd

was hereto affixed in accordance
with its Articles of Association
in the presence of:

SIGNED, SEALED AND DELIVERED

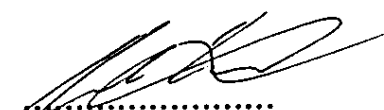
by the said


..... **DIRECTOR**


..... **DIRECTOR**

in the presence of:

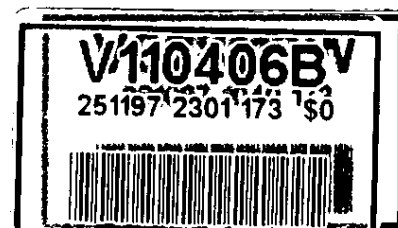

..... **DIRECTOR**


..... **SECRETARY**



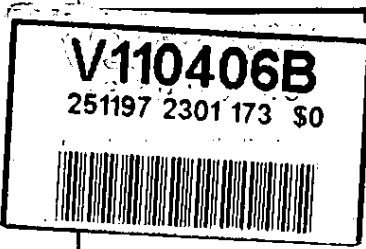

FIRST SCHEDULE

Being the land described in Certificate of title Volume 9250 Folio 629 and being Lot 3
on Plan of Subdivision LP 142721

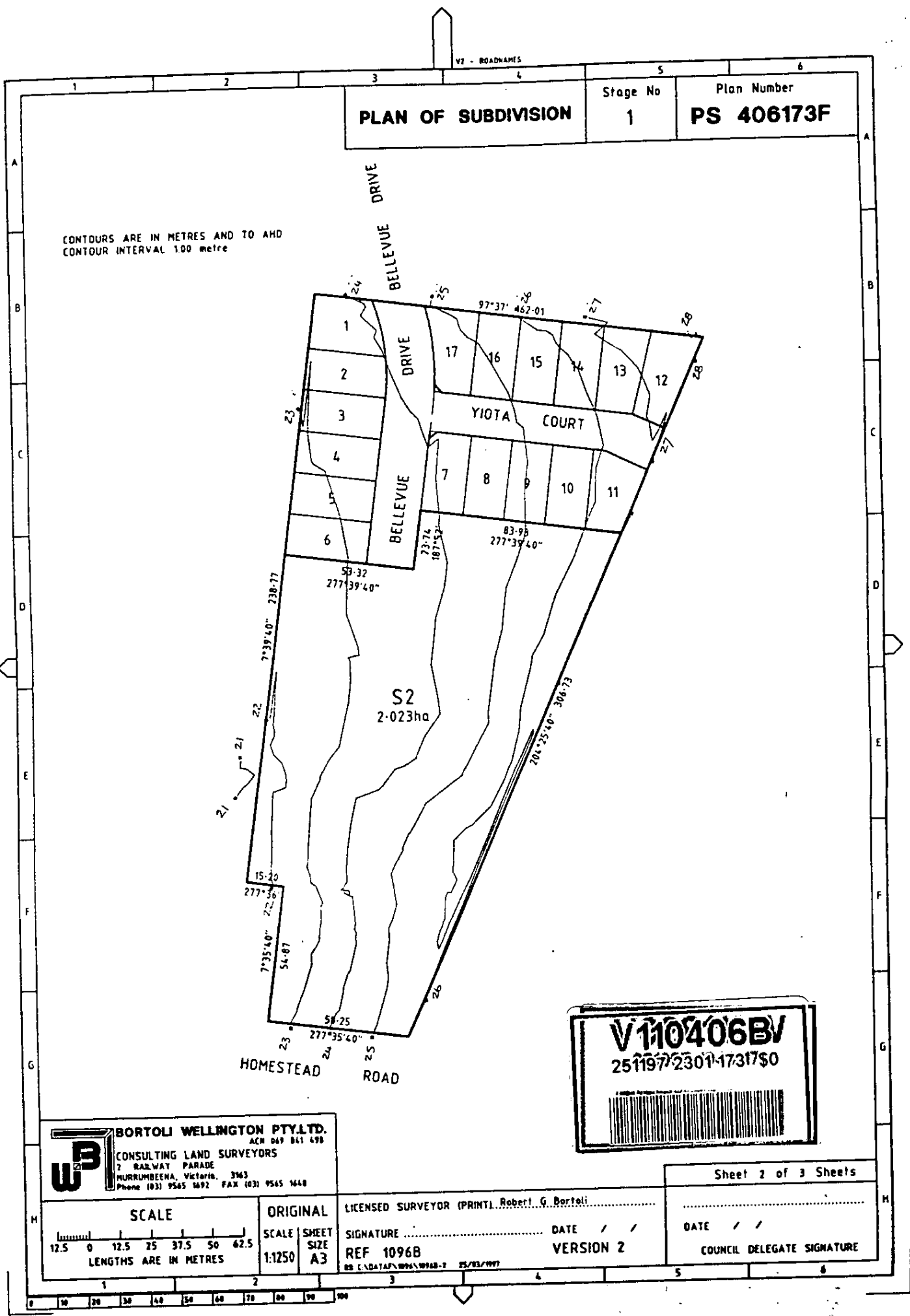


REVERSE IMAGE INKJET

v2 - roadmark

PLAN OF SUBDIVISION				Stage No. 1	LTO use only EDITION	Plan Number PS 406173F
Location of Land Parish: MORNINGTON Township: Section: 4 Crown Allotment: 16 (PART) Crown Portion: LTO base record: Chart 24 (Berwick 2131) Title References: c\ Vol 9520 - Fol. 629 Last Plan Reference: LP 142721 (LOT 3) Postal Address: Homestead Road (at time of subdivision) Berwick, 3806 AMG Co-ordinates: E 353 500 Zone: 55 (of approx centre of plan) N 5 786 780				Council Certification and Endorsement Council Name: City of Casey Ref: 1. This Plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6/...../ 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council delegate Council seal Date / /		
Vesting of Roads or Reserves						
Identifier		Council/Body/Person				
ROADS R-1		CITY OF CASEY				
Notations						
Depth Limitation - 15.24 metres below the surface applies to all the land in the plan.				Staging: This is a staged subdivision Planning permit No.		
				Survey: This plan is based on survey (To be completed where applicable) This survey has been connected to permanent marks no(s). MPDWB 93/016, DVA 75/11, PM 38 in Proclaimed Survey Area no. 45		
Easement Information						
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					<u>LTO use only</u>	
					Statement of compliance/ Exemption Statement	
					Received <input type="checkbox"/>	
					Date: / /	
					<u>LTO use only</u> PLAN REGISTERED TIME DATE: / /	
					Assistant Registrar of Titles.	
					Sheet 1 of 3 Sheets	
 V110406B 251197 2301 173 \$0						
 BORTOLI WELLINGTON PTY.LTD. ACN 041 041 498 CONSULTING LAND SURVEYORS 2 RAILWAY PARADE MURRUMBidgee, Victoria, 3603 Phone (03) 9565 1692 FAX (03) 9565 1648				LICENSED SURVEYOR (PRINT) Robert G Bortoli SIGNATURE DATE / / REF: 1096B (Stage 2) VERSION 2 BB EN-DATA/1096B/1096B-1 12/03/1997		
				DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3		

0 A



CONTOURS ARE IN METRES AND TO AHD
CONTOUR INTERVAL 1.00 metre

PLAN OF SUBDIVISION

Stage No
1

Plan Number
PS 406173F

BELLEVUE DRIVE

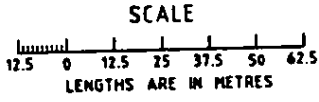
YIOTA COURT

S2
2.023ha

HOMESTEAD ROAD



BORTOLI WELLINGTON PTY.LTD.
ACN 061 611 498
CONSULTING LAND SURVEYORS
7 RAILWAY PARADE
MURRUMBEENA, Victoria, 3163
Phone (03) 9565 1692 FAX (03) 9565 1648



ORIGINAL
SCALE
1:1250
SHEET
SIZE
A3

LICENSED SURVEYOR (PRINT) Robert G. Bortoli
SIGNATURE DATE / /
REF 1096B
VERSION 2
BY LANDATA/006/1096B-2 25/03/07



Sheet 2 of 3 Sheets

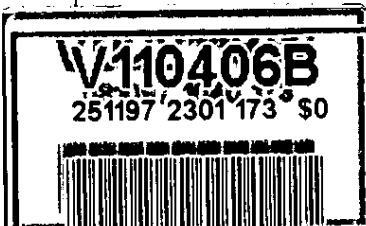

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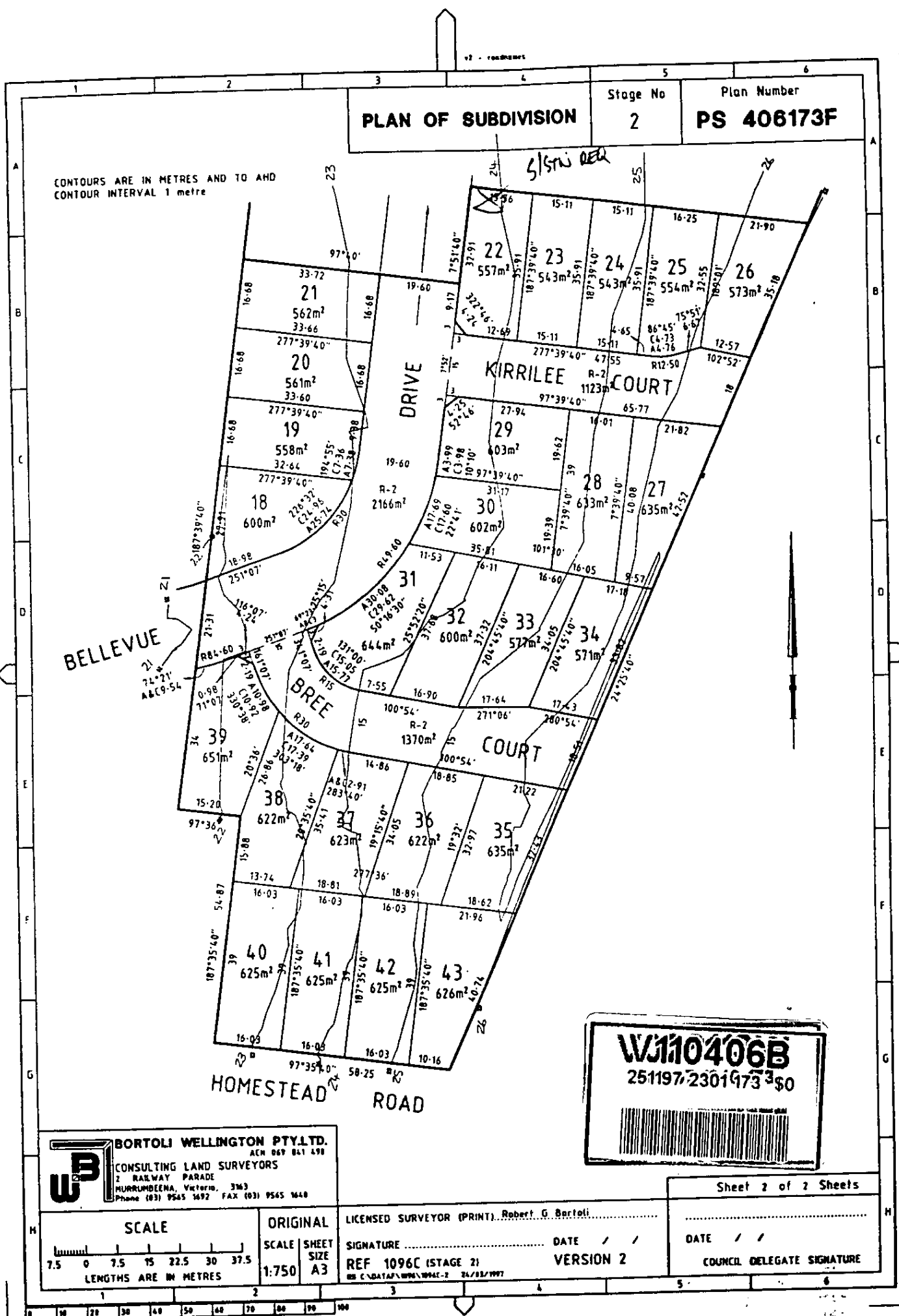
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v2 - roadnames

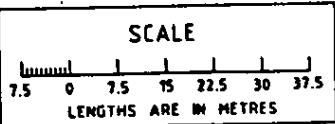

PLAN OF SUBDIVISION				Stage No. 2	LTO use only EDITION	Plan Number PS 406173F
Location of Land Parish: MORNINGTON Township: Section: 4 Crown Allotment: 16 (PART) Crown Portion: LTO base record: Chart 24 (Berwick 2131) Title References: c\ Vol 9520 - Fol. 629 Last Plan Reference: LP 142721 (LOT 3) Postal Address: Homestead Road (At time of subdivision) Berwick, 3806 AMG Co-ordinates: E 353 500 Zone: 55 (Of approx. centre of plan) N 5 786 780				Council Certification and Endorsement Council Name: City of Casey Ref: 1. This Plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6/...../ 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council delegate Council seal Date / /		
Vesting of Roads or Reserves						
Identifier		Council/Body/Person				
ROADS R-1		CITY OF CASEY				
Notations						
Depth Limitation - 15.24 metres below the surface applies to all the land in the plan.				Staging: This is a staged subdivision Planning permit No.		
Survey: This plan is based on survey (To be completed where applicable) This survey has been connected to permanent marks no(s). MPDWB 93/016, DVA 75/11, PM 38 in Proclaimed Survey Area no. 45						
Easement Information						LTO use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						Statement of compliance/ Exemption Statement Received <input type="checkbox"/> Date: / /
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of		
					LTO use only PLAN REGISTERED TIME DATE: / / Assistant Registrar of Titles. Sheet 1 of 2 Sheets	
 BORTOLI WELLINGTON PTY.LTD. ACH 067 841 490 CONSULTING LAND SURVEYORS 17 RAILWAY PARADE MURRUMBIDGI, Victoria, 3163 Phone (03) 9565 1672 FAX (03) 9565 1648			LICENSED SURVEYOR (PRINT) Robert G Bortoli SIGNATURE DATE / / REF: 1096C (Stage 1) VERSION 2 RD C:\DATA\1096\1096C-1 10/03/1997			DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

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CONSULTING LAND SURVEYORS
2 RAILWAY PARADE
MURRUMDEENA, Victoria, 3663
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LICENSED SURVEYOR (PRINT) Robert G. Bortoli
SIGNATURE _____ DATE / /
REF 1096C (STAGE 2)
VERSION 2

Sheet 2 of 2 Sheets
DATE / /
COUNCIL DELEGATE SIGNATURE _____



Register Search Statement - Volume 10373 Folio 592

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

VOLUME 10373 FOLIO 592

Security no : 124100432067N
Produced 21/09/2022 10:32 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 406173F.
PARENT TITLE Volume 09520 Folio 629
Created by instrument PS406173F 17/03/1998

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PETER ROTTIER of 15 OUTLOOK DR.BERWICK 3806
V988236Y 13/04/1999

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT V988236Y 13/04/1999

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.

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
V110406B 25/11/1997

DIAGRAM LOCATION

SEE PS406173F 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: 37 BELLEVUE DRIVE BERWICK VIC 3806

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information

REVERSE IMAGE INKJET

V3 - east bdy, d&s easements
v2 - roadnames

PLAN OF SUBDIVISION				Stage No.	LTO use only EDITION 2	Plan Number PS 406173F																									
Location of Land Parish: BERWICK Township: Section: 4 Crown Allotment: 16 (PART) Crown Portion: LTO base record: Chart 24 (Berwick 2131) Title References: c\ Vol 9520 - Fol. 629 Last Plan Reference: LP 142721 (LOT 3) Postal Address: 74-78 Homestead Road (At time of subdivision) Berwick, 3806 AMG Co-ordinates: E 353 500 Zone: 55 (Of approx centre of plan) N 5 786 780				Council Certification and Endorsement Council Name: City of Casey Ref: S97/1092 1. This Plan is certified under Section 6 of the Subdivision Act 1988 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988 OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has / has not been made (ii) The requirement has been satisfied (iii) The requirement is to be satisfied in Stage - Council delegate - Council seal Date 22 / 9 / 97 Re-certified under section 11(7) of the Subdivision Act 1988 Council delegate Council seal Date / /																											
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	Sewerage	3	This plan	South East Water Limited																											
				LTO use only THIS IS AN L.T.O. COMPILED PLAN CHECKED 24 / 7 / 98 <i>Allyson Bortoli</i> Assistant Registrar of Titles																											
				Sheet 1 of 4 Sheets																											
 BORTOLI WELLINGTON PTY.LTD. ACN 069 841 498 CONSULTING LAND SURVEYORS 2 RAILWAY PARADE MURRUMBEENA, Victoria, 3163 Phone (03) 9565 1692 FAX (03) 9565 1648				LICENSED SURVEYOR (PRINT) Robert G Bortoli SIGNATURE DATE 27 / 6 / 97 REF: 1096B (Stage 1) VERSION 3 RB C:\DATA\1096\1096B-1 23/06/1997																											
				DATE 22 / 9 / 97 COUNCIL DELEGATE SIGNATURE Original sheet size A3																											

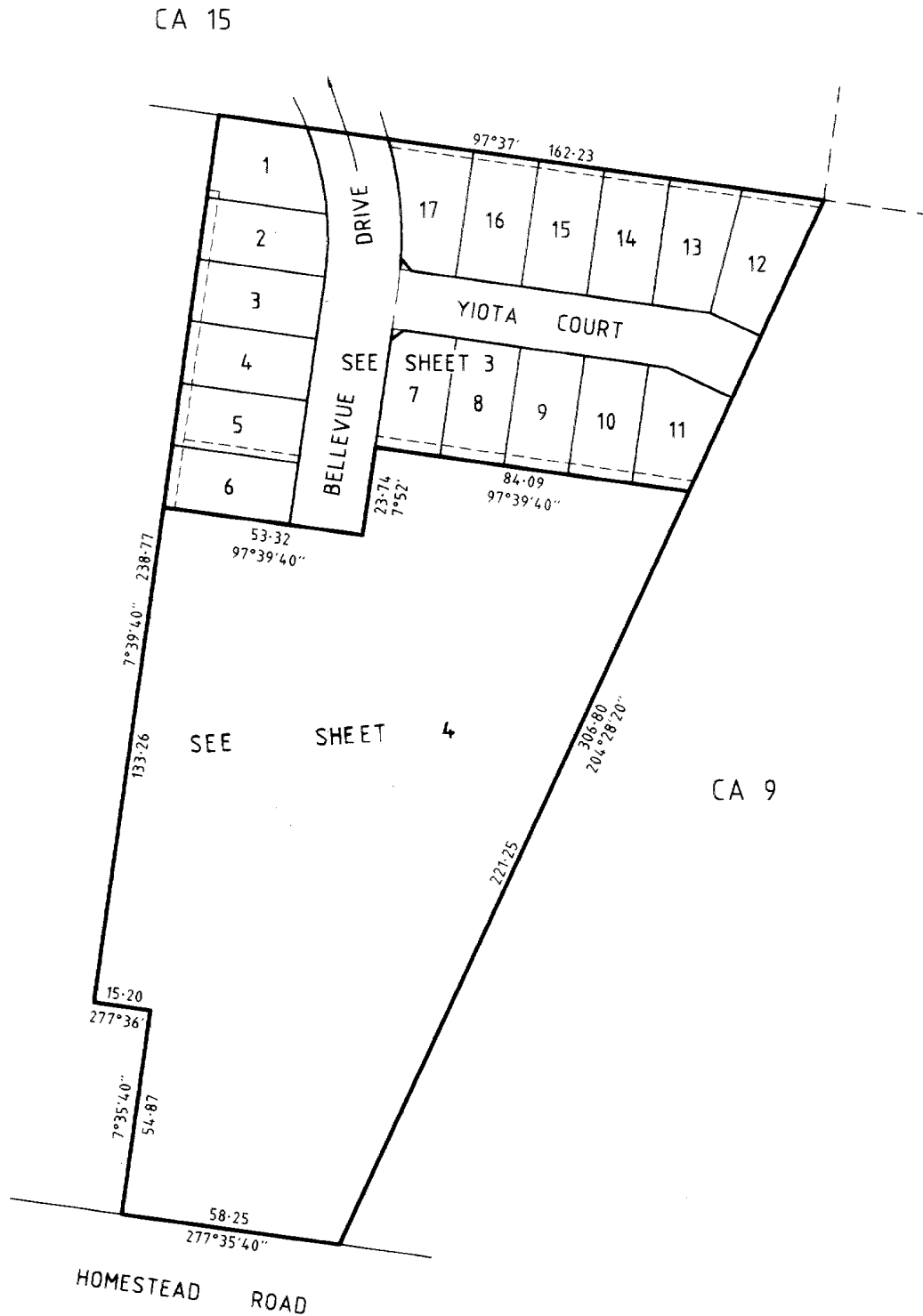
V3 - east bdy. d&s easements
V2 - ROADNAMES

PLAN OF SUBDIVISION

Stage No

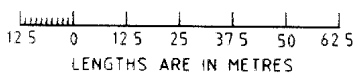
Plan Number

PS 406173F



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SHEET SIZE A3

LICENSED SURVEYOR (PRINT) Robert G Bortoli

SIGNATURE

REF 1096B

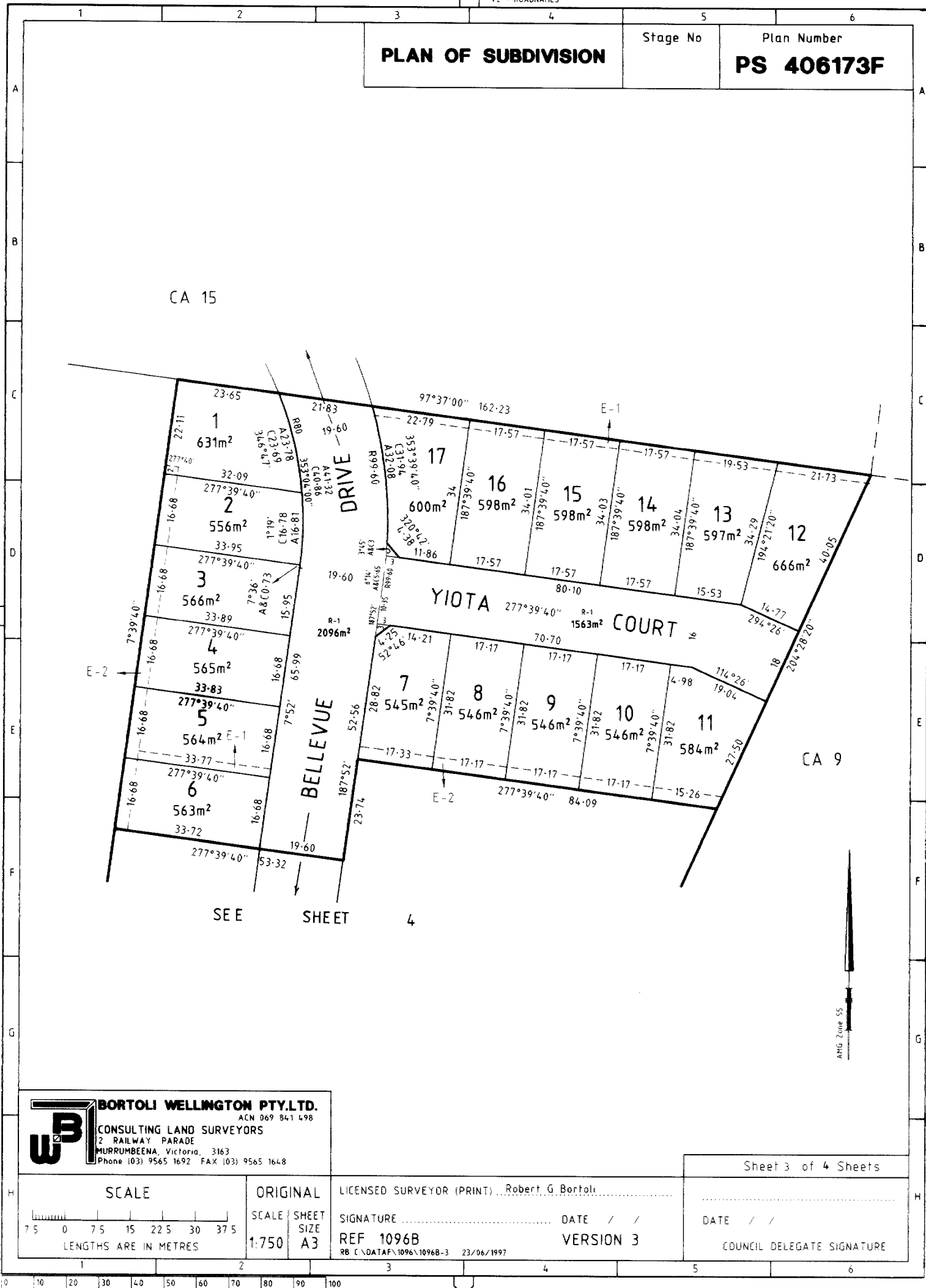
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DATE / /
VERSION 3

Sheet 2 of 4 Sheets

DATE / /

COUNCIL DELEGATE SIGNATURE



v3 - e-1e-2, d&s, east boundary
v2 - roadnames

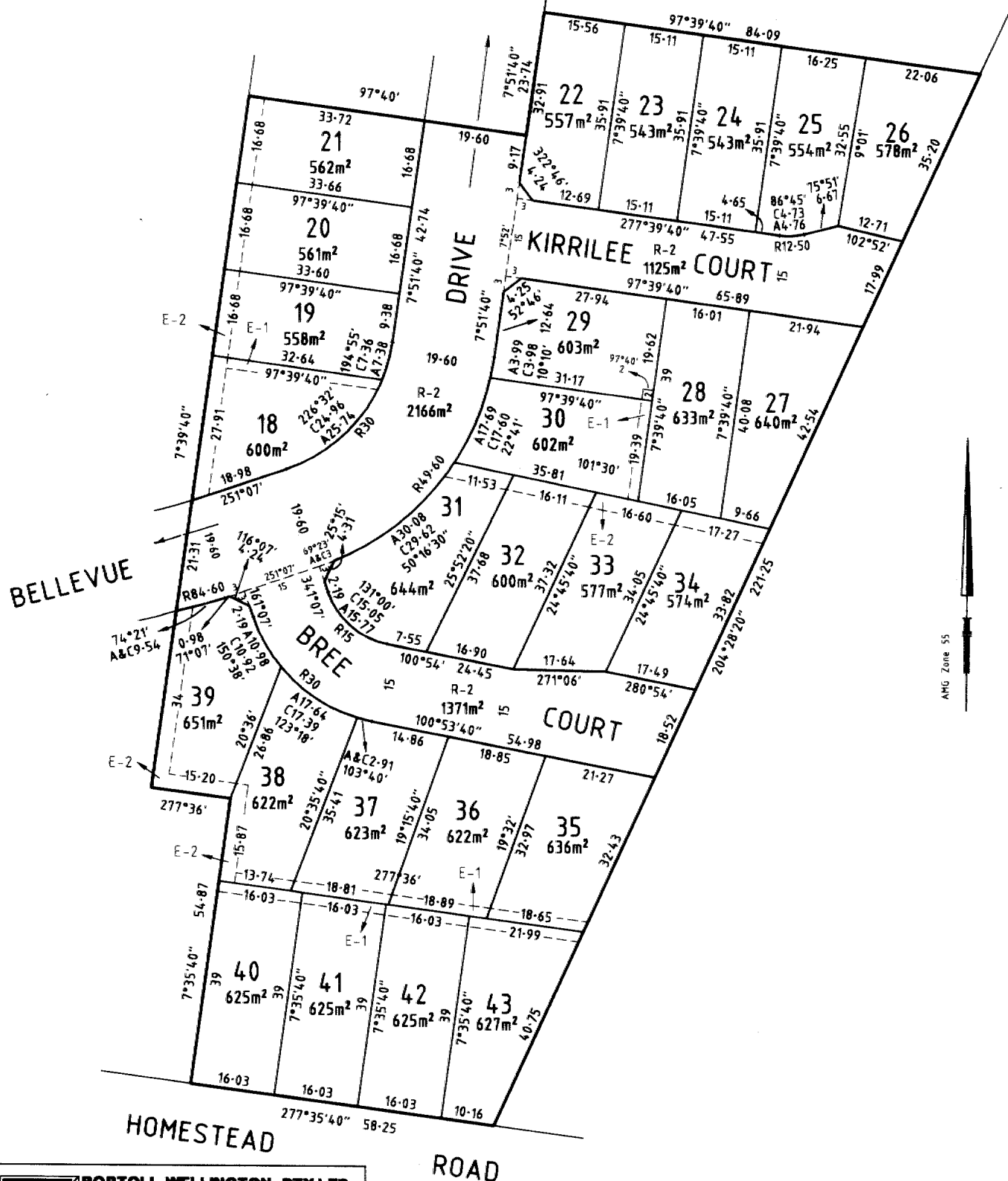
PLAN OF SUBDIVISION

Stage No

Plan Number

PS 406173F

SEE SHEET 3



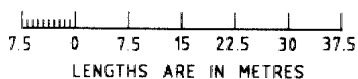
AMG Zone 55



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Sheet 4 of 4 Sheets

SCALE



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LICENSED SURVEYOR (PRINT) Robert G Bortoli

SIGNATURE DATE 21 / 11 / 97
REF 1096C (STAGE 2) VERSION 3
RB C:\DATA\F\1096\1096C-2 10/11/1997

DATE 8 / 12 / 97

COUNCIL DELEGATE SIGNATURE

**First National Neilson Partners -
Berwick**

57 High Street,
Berwick, Victoria 3806

P: 03 9707 6001

E:
rentalsberwick@neilsonpartners.com.au
ABN: 60 053 469 819



firstnational
REAL ESTATE

Neilson Partners

Residential Rental Agreement of no more than 5 years

for

37 Bellevue Drive, BERWICK VIC 3806

This agreement is between **Peter Rottier**
and **Emily Jones, Mark Jones.**

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Residential Tenancies Regulations 2020 Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Mon 28/06/2021

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

2. Premises let by the rental provider

Address of premises

37 Bellevue Drive, BERWICK VIC

Postcode 3806

3. Rental provider details

Full name or company
name of rental
provider

Peter Rottier

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

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

First National Neilson Partners - Berwick

Address

57 High Street, Berwick, Victoria

Postcode 3806

Phone number

03 9707 6001

ACN (if applicable)

053 469 819

Email address

rentalsberwick@neilsonpartners.com.au

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

4. Renter details

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

Full name of renter 1	<input type="text" value="Emily Jones"/>		
Current Address:	<input type="text"/>		Postcode
Phone number:	<input type="text" value="0432 564 178"/>		
Email:	<input type="text" value="millyjones1@hotmail.com"/>		
Full name of renter 2	<input type="text" value="Mark Jones"/>		
Current Address:	<input type="text"/>		Postcode
Phone number:	<input type="text" value="0466 394 460"/>		
Email:	<input type="text" value="mark.jones@daimler.com"/>		
Full name of renter 3	<input type="text"/>		
Current Address:	<input type="text"/>		Postcode
Phone number:	<input type="text"/>		
Email:	<input type="text"/>		
Full name of renter 4	<input type="text"/>		
Current Address:	<input type="text"/>		Postcode
Phone number:	<input type="text"/>		
Email:	<input type="text"/>		

5. Length of the agreement



Fixed term agreement

Start date

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

End date



Periodic agreement
(monthly)

Start date

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

6. Rent

Rent amount(\$) (payable in advance)	<input type="text" value="1608.00"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="9th day of each month"/>
Date first rent payment due	<input type="text" value="Fri 09/07/2021"/>

7. Bond

The renter has been asked to pay the bond specified below.

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

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

Rental bond amount(\$)	<input type="text" value="1608"/>
Date bond payment due	<input type="text" value="Fri 09/07/2021"/>

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

<input type="checkbox"/> direct debit	<input checked="" type="checkbox"/> bank deposit	<input type="checkbox"/> cash	<input type="checkbox"/> cheque	<input type="checkbox"/> money order	<input type="checkbox"/> BPay
<input type="checkbox"/> other electronic form of payment, including Centrepay	<input type="text"/>				

Payment details (if applicable)

BSB: 633000
Account: 120353073
Account name: Facey P/L, T/As First National Real Estate Neilson Partners Rental Trust Account.
Bank Reference: 102413

9. Service of notices and other documents by electronic methods

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

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

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

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

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

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

☒ Yes Karen Neil: karen.n@neilsonpartners.com.au
☐ No

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

(Renter to tick as appropriate)

Renter 1 ☒ Yes Emily Jones: millyjones1@hotmail.com
☐ No

Renter 2 ☒ Yes Mark Jones: mark.jones@daimler.com
☐ No

Renter 3 ☐ Yes
☐ No

Renter 4 ☐ Yes
☐ No

10. Urgent repairs

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

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

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

Emergency contact name

First National Neilson Partners

Emergency phone number

0439 805 905

Emergency email address

rentalsberwick@neilsonpartners.com.au

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

☒ No

☐ Yes

13. Condition report

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

(rental provider to tick as appropriate)

☐ The condition report has been provided

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

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

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

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

17 Swimming pool barrier safety activities

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

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

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

18 Relocatable pool safety activities

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

31. Additional terms (if any)

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

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

Pet Clause- Dog or Cat

AUTHORITY TO KEEP PETS

Additional special conditions in accordance with the current agreement

PROPERTY: 37 Bellevue Drive, BERWICK VIC 3806

RENTER NAME: Emily Jones, Mark Jones

PET: Pippy Longstocking TYPE: Dog BREED: Blue Heller AGE: 13 months

As agreed by the Owner and the Agent, a Dog may be kept at the above property on the following conditions :

1. The pet is permitted to enter the inside of the premises at any time during the period of the agreement.
2. If any damage is caused to the property by the pet during the period of the tenancy the renter is liable for the cost of any repairs.
3. The yard is to be kept clean & tidy during the tenancy and at termination of agreement. The renter is responsible for making good any holes, garden damage and or worn out lawn.
4. The carpet at the above named property must be fumigated inside and out for fleas when the current renter vacates and a receipt of products used provided to the agent. If the product is not effective, the renter will be responsible for organising, and the costs of a professional treatment agency.
5. The renter agrees that the property will be professionally treated (cleaned/deodorized) or in extreme cases where there is still evidence of pet urine smells after being professionally treated the carpet underlay will be replaced in affected areas. Damage of any kind caused by the animal(s) will be completely rectified at renter cost, prior to vacation of the premises.
6. Other than the animal listed above, no other animal of any kind will be kept at the property, even on a short term or temporary basis, unless consent is first sought and granted by the rental provider.
7. The pet shall not cause any sort of nuisance or disturbance to neighbours. Immediate steps must be taken to immediately rectify complaints made by neighbours or other residents. The renter further agrees that if the animals subject to this agreement become a nuisance to neighbours, or a genuine complaint(s) is received regarding the animal, the renter will upon written request from the agent immediately remove the pet from the property permanently without limiting or voiding existing agreement obligations.
8. The renter agrees to abide by all local, city or state laws, licensing and health requirements regarding pets, including registration and vaccinations.
9. The renter accepts full responsibility for any animal that the renter brings or allows upon the rented premises with or without the consent of the owner/agent and will be solely liable for all loss and damage or injury suffered by any person who is attacked by any such animal. If any action is brought against the owner/agent by any person, despite the resident being responsible as aforesaid, the resident will indemnify and hold harmless the owner/agent from any claim, action, suit or demand brought against it/them by any person injured by such animal.
10. The renter will also observe and comply with any additional strata or Owners Corporation rules.
11. This clause applies to any subsequent agreement renewal during your tenancy unless changes occur or new conditions are otherwise agreed.

We understand that failure to comply with these terms shall give the owner the right to revoke permission to keep the pet and is also grounds for further action.

Privacy Collection Notice

As professional property managers **First National Neilson Partners - Berwick** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9707 6001

Primary Purpose

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

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

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **First National Neilson Partners - Berwick** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

First National Neilson Partners - Berwick also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).

- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

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

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

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

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

Disclaimer

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

Signatures

This agreement is made under the Act.

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

Rental Provider's Agent

Rental Provider's Agent : **Karen Neil** on behalf of **Peter Rottier** (Rental Provider)



Signed at Mon, 28/06/2021 08:48 , from device: Windows 10 Other Chrome 91.0.4472

Renter(s)

Renter 1: **Emily Jones**



Signed at Mon, 28/06/2021 10:23 , from device: iOS 14.6 iPhone Mobile Safari UI/WKWebView

Renter 2: **Mark Jones**



Signed at Mon, 28/06/2021 10:32 , from device: Windows 10 Other Edge 91.0.864

AUDIT TRAIL

Karen Neil (Rental Provider's Agent)

Mon, 28/06/2021 08:48 - Karen Neil submitted the Residential Rental Agreement of no more than 5 years

Emily Jones (Renter)

Mon, 28/06/2021 10:20 - Emily Jones clicked 'start' button to view the Residential Rental Agreement of no more than 5 years (iOS 14.6 iPhone Mobile Safari UI/WKWebView, IP: 49.183.9.61)

Mon, 28/06/2021 10:23 - Emily Jones signed the Residential Rental Agreement of no more than 5 years (iOS 14.6 iPhone Mobile Safari UI/WKWebView, IP: 49.183.9.61)

Mon, 28/06/2021 10:23 - Emily Jones submitted the Residential Rental Agreement of no more than 5 years (iOS 14.6 iPhone Mobile Safari UI/WKWebView, IP: 49.183.9.61)

Mark Jones (Renter)

Mon, 28/06/2021 10:24 - Mark Jones clicked 'start' button to view the Residential Rental Agreement of no more than 5 years (Windows 10 Other Edge 91.0.864, IP: 163.116.198.113)

Mon, 28/06/2021 10:32 - Mark Jones signed the Residential Rental Agreement of no more than 5 years
(*Windows 10 Other Edge 91.0.864, IP: 163.116.198.113*)

Mon, 28/06/2021 10:32 - Mark Jones submitted the Residential Rental Agreement of no more than 5 years
(*Windows 10 Other Edge 91.0.864, IP: 163.116.198.113*)

AGREEMENT END
