

SPECIAL CONDITIONS

The following condition is part of the contract to which this Vendors Statement is annexed and subsequently entered into between the Vendor and any Purchaser. The condition shall take effect as a Special Condition notwithstanding any conflicting General Conditions set out in or incorporated by reference to the Contract

1. Tenancy Clause

PROPERTY SOLD SUBJECT TO TENANCY

- a) The property is sold subject to the tenancy agreement ("the agreement") a copy of or an extract from which is annexed hereto. The Purchaser acknowledges that before signing this contract he has inspected the agreement and satisfied himself/herself regarding all matters contained in or arising from the agreement and the Purchaser will assume without enquiry or objection that all covenants in the agreement have been observed and performed and that any breach has been waived. The Purchaser will make no objection, requisition or claim for compensation or claim any right to rescind, terminate or delay settlement in regard to anything referred to or arising from the agreement. The Purchaser acknowledges that the Vendor may deliver to the Purchaser on settlement a photocopy only of the agreement.
- b) The Purchaser will after settlement observe and comply with the obligations on the Vendor's part contained in the agreement and agrees to indemnify the Vendor against any claim arising from the Purchaser's failure to observe the covenant hereinbefore contained and on the Purchaser's part to be performed.
- c) The Vendor and Purchaser agree that the Vendor is entitled to receive from the tenants any rent or outgoings payable by the tenants up to and including the settlement day.
- d) The Purchaser agrees to pay to the Vendor any amounts received by the Purchasers for such rent and outgoings for the period up to and including the settlement day.
- e) The Purchaser further agrees with the Vendor that if a tenant fails to pay any such rent or outgoings the Purchaser will at the request and cost of the Vendor issue and pursue legal proceeding against such tenant for the recovery of rent and/or outgoings.

This condition shall not merge on settlement.

2. IF THE PURCHASER IS A COMPANY:

The Guarantee referred to in General Condition 3 shall be in the form set out hereunder.

**VENDOR'S STATEMENT PURSUANT TO 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.

VENDOR **DEBBIE JENNIFER NORTH**

PROPERTY **Unit 2, 396 Eleventh Street, Mildura
(Lot 2 on Plan of Subdivision 324192G and being the land more particularly described in
Certificate of Title Volume 10692 Folio 249)**

1. FINANCIAL MATTERS

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

(a) Their amounts are as follows:

Authority	Amount	Interest (if any)
Mildura Rural City Council- per annum 2020/21	\$1,655.82	
Lower Murray Water- per qtr 2020/21	\$175.05	

(b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:

- (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
- (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

Nil.

1.3 Terms Contract

This section 1.3 only applies if the 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, particulars are as follows:

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 to the receipt of rents and profits, are as follows:

Nil.

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

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant 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.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is not in a bushfire prone area under section 192A of the *Building Act 1993*.

3.4 Planning Scheme

The required specified information is 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 are as follows:

Nil.

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 notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

5. BUILDING PERMITS

No building permits have been issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land).

6. OWNERS CORPORATION

The Owners Corporation is inactive.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

7.1 Work-in-Kind Agreement

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

7.2 GAIC Recording

The land is not affected by the GAIC.

8. SERVICES

The following services are **not** connected to the land:

- (a) gas supply
- (b) telephone services

9. TITLE

9.1 Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a "diagram location" in the Statement that identifies the land and its location.

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

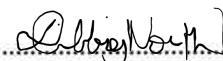
There is no certificate relating to Energy Efficiency Information applicable.

11. 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 the 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.

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

Date of this Statement: 14/1/2021 /

Signature of the vendor: 

Debbie Jennifer North

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

Date of this Acknowledgment: / /

Signature of the purchaser:

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

VOLUME 10692 FOLIO 249

Security no : 124087473765Y
Produced 11/01/2021 02:11 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 324192G,
PARENT TITLE Volume 10124 Folio 609
Created by instrument AB726610T 28/11/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DEBBIE JENNIFER NORTH of 5115 MURRAY VALLEY HIGHWAY LEITCHVILLE VIC 3567
AR413714M 03/09/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR413715K 03/09/2018
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT L335947L

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 PS324192G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 396 ELEVENTH STREET MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS
Effective from 03/09/2018

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS324192G

DOCUMENT END

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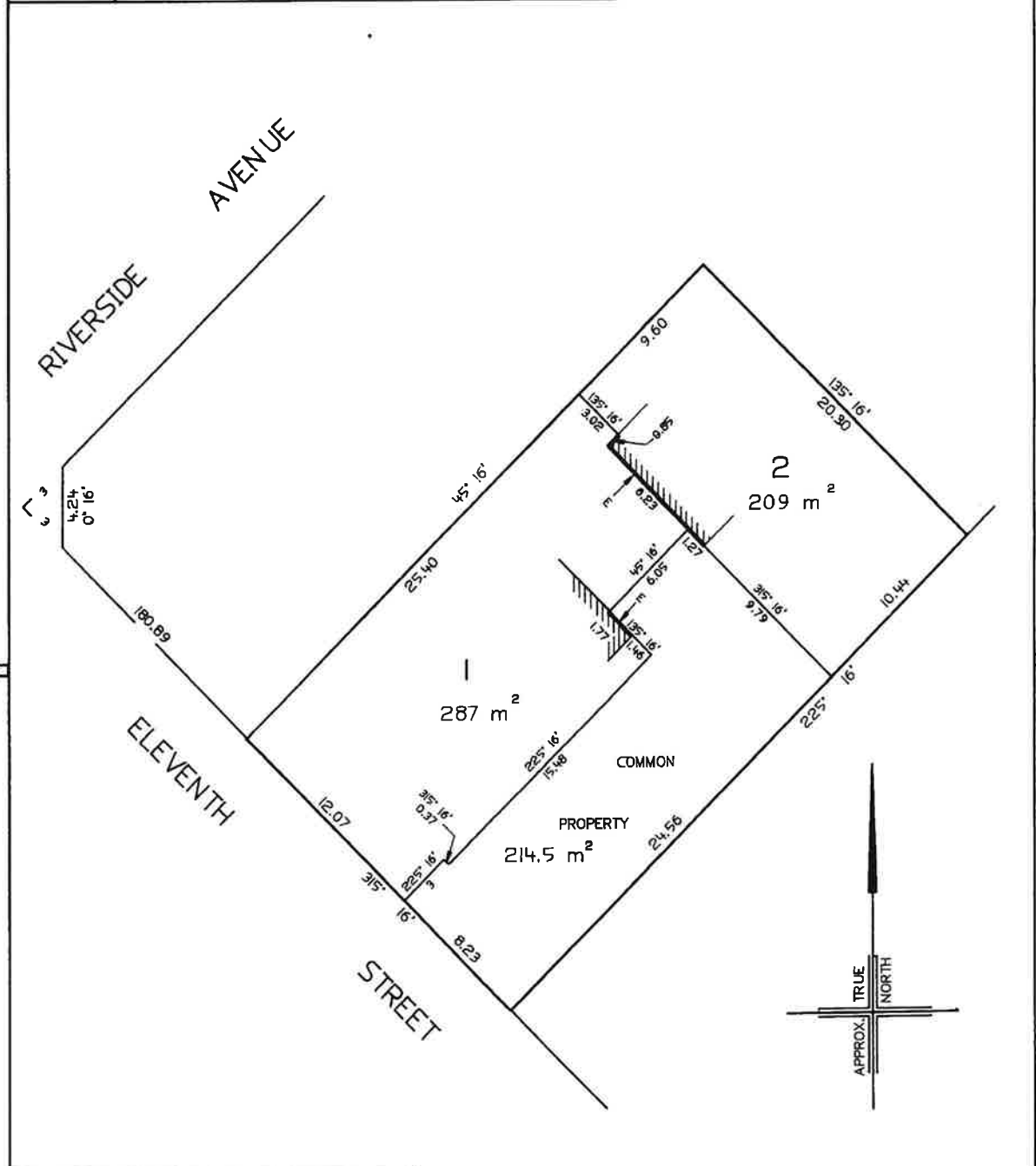
PLAN OF SUBDIVISION		STAGE NO.	LTO use only EDITION 1	Plan Number PS 324192 G
<p style="text-align: center;">Location of Land</p> <p>Parish: MILDURA</p> <p>Township: _____</p> <p>Section: _____</p> <p>Crown Allotment: _____</p> <p>Crown Portion: 1 (PART)</p> <p>LTO Base Record: MILDURA CHART 2 (3102)</p> <p>Title Reference: VOL. 9576 FOL 794</p> <p>Last Plan Reference: LOT 32 ON LP 146974F</p> <p>Postal Address: 396 ELEVENTH STREET, (at time of subdivision) MILDURA VIC. 3500</p> <p>AMG Co-ordinates E 605 350 Zone: 54 (of approx. centre of land N 6 217 350 in plan)</p>		<p style="text-align: center;">Council Certificate and Endorsement</p> <p>Council Name: CITY OF MILDURA Ref: 41/1064/396 (2)</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p style="text-align: center;">OPEN SPACE</p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage / /</p> <p>Council delegate Council Seal</p> <p>Date 3 / 6 / 93</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate Council Seal</p> <p>Date / /</p>		
Vesting of Roads and/or Reserves		Notations		
Identifier	Council/Body/Person	Staging This is /is not a staged subdivision Planning Permit No. S. 17/93		
NIL	NIL	Depth Limitation		
		<p>DOES NOT APPLY</p> <p>OTHER NOTATIONS</p> <p>— BOUNDARIES SHOWN BY THICK CONTINUOUS HATCHED LINES ARE DEFINED BY BUILDINGS.</p> <p>BOUNDARIES DEFINED BY BUILDINGS:</p> <p>EXTERIOR FACE: BOUNDARIES MARKED "E"</p>		
		<p>Survey This plan is/is not based on survey</p> <p>This survey has been connected to permanent marks no(s) _____</p> <p>In Proclaimed Survey Area No. _____</p>		
Easement Information				LTO use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				Statement of Compliance/ Exemption Statement
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LOTS ON THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
				<p>Received </p> <p>Date 25 / 6 / 93</p>
				<p>LTO use only</p> <p>PLAN REGISTERED</p> <p>TIME 11-45 (AM)</p> <p>DATE 21 / 7 / 93</p> <p></p> <p>Assistant Registrar of Titles</p> <p>Sheet 1 of 3 Sheets</p>
PETER R. DANSON LICENSED LAND SURVEYOR 183 WALNUT AVENUE MILDURA VIC. 3500 PHONE (050) 23 6268		LICENSED SURVEYOR (PRINT) PETER R. DANSON SIGNATURE..... DATE 10 / 2 / 93 REF 1113 VERSION 1		DATE 3 / 6 / 93 COUNCIL DELEGATE SIGNATURE Original sheet size A3

PS324192G

**FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT**

Sheet 3

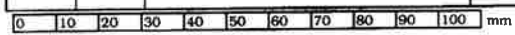
PLAN OF SUBDIVISION	Stage No.	Plan Number PS 324192 G
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PETER R. DANSON
 LICENSED LAND SURVEYOR
 183 WALNUT AVENUE
 MILDURA VIC. 3500
 PHONE (050) 23 6268

Sheet 2 of 3 sheets
LICENSED SURVEYOR (PRINT) PETER R. DANSON
SIGNATURE..... DATE 10 / 2 / 93
REF 1113 VERSION 1
DATE 3 / 6 / 93
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

ORIGINAL SCALE	SHEET SIZE A3	SCALE	0 2 6 10 LENGTHS ARE IN METRES
I: 200			





Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	AR413714M
Date and Time Lodged	03/09/2018 02:24:07 PM		

Lodger Details

Lodger Code	16165A
Name	ANZ RETAIL AND SMALL BUSINESS
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
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Privacy Collection Statement

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

Land Title Reference

10692/249

Transferor(s)

Given Name(s)	LAUREN MARGARET
Family Name	BOTTAMS

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 195000

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	DEBBIE JENNIFER
Family Name	NORTH
Address	
Street Number	5115
Street Name	MURRAY VALLEY
Street Type	HIGHWAY
Locality	LEITCHVILLE



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

State VIC
Postcode 3567

Duty Transaction ID
4401765

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

Executed on behalf of LAUREN MARGARET BOTTAMS
Signer Name WARRICK SHANE WATTS
Signer Organisation MILDURA PROPERTY TRANSFERS
Signer Role CONVEYANCING PRACTICE
Execution Date 03 SEPTEMBER 2018

Execution

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

Executed on behalf of DEBBIE JENNIFER NORTH
Signer Name NICOLA ELIZABETH THOMPSON
Signer Organisation MIR LAWYERS
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Execution Date 03 SEPTEMBER 2018

File Notes:
NIL

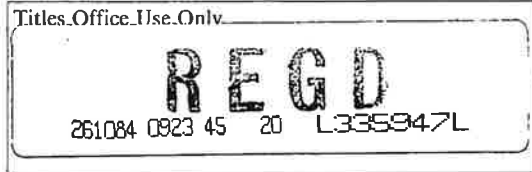
This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

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20
GALLAGHER RYAN & MALONEY,
SOLICITORS,
MILDURA.
Lodged at the Titles Office by



5

30
37

Code _____

VICTORIA

TRANSFER OF LAND

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land (Note 5)

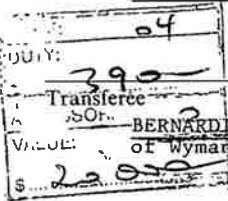
Lot 32 on Plan of Subdivision No.
146974 Parish of Mildura ~~BENGA CITY 9576-794~~

Consideration (Note 6)

TWENTY THOUSAND DOLLARS (\$20,000.00)

Transferor (Note 7)

MANGAN & GIFFORD PTY. LTD.



Transferee (Note 8)

BERNARDINO DE FRANCESCHI and OLGA-MARY DE FRANCESCHI both
of Wyman Street, Broken Hill, New South Wales as Joint Tenants

Estate and Interest (Note 9)

All its estate and interest in fee simple

Directing Party (Note 10)

Comptroller of Stamps Use Only



Creation (or Reservation) of Easement and/or Covenant (Notes 11-12)

See overleaf

J
28.11.20

T2 Office Use Only

24/11/21



A transfer of land in the Register Book has been entered in the Register Book. STAMP DUTY VICTORIA
4TRANS84596 S.D.V. 4 240CTS
RECEIPT# 17391 11A \$99999390.00



Approval No. T2/1

AND THE SAID BERNARDINO DE FRANCESCHI and OLGA MARY DE FRANCESCHI for themselves their transferees the registered proprietors for the time being of the land hereby transferred and of every part thereof do hereby COVENANT with the said MANGAN & GIFFORD PTY. LTD. and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and of every part thereof (other than the land hereby transferred) as follows:-

- " a) THAT they will not erect or cause or suffer to be erected upon the said lot an apartment house, boarding house, hostel, lodging house, motel, residential hotel, office building, warehouse, factory or public building as defined in chapter six of the Uniform Building Regulations 1974 or any amendment, modification, or re-enactment thereof or any regulation made in substitution thereof whether made under the Local Government Act 1958 or otherwise howsoever and that they will not at any time erect, construct, or build or cause to be erected, or constructed or built on the said lot or any part thereof any dwelling (except for the usual outbuildings) with exterior walls of any material other than brick, brick veneer, stone, terra cotta block, solid or hollow concrete block or other similar building unit or a combination of same laid up unit by unit and set in mortar."
- b) THAT they, their heirs, executors, administrators and assigns will not erect or cause or permit or suffer to be erected or remain erected any fence or wall on the said land to divide it from the road frontage nor any portion of the said land which lies closer to the road frontage than six metres nor to fence or divide the said land from the immediate adjoining lots on the said Plan of Subdivision closer than six metres from the road frontage."

AND IT IS HEREBY AGREED AS FOLLOWS:

~~That the benefit of the foregoing covenant shall be attached to and run at law and in equity with the land comprised in the said Plan of Subdivision~~ other than the land hereby transferred and that the burden thereof shall be annexed to and run at law and in equity to the said land hereby transferred and that the same shall be noted and appear on every future Certificate of Title to the said Lot and every part thereof as an encumbrance affecting the said land and every part thereof.

Date 11th October 1984.

(Note 13)

Execution and Attestation

(Note 14)

THE COMMON SEAL of MANGAN & GIFFORD
PTY. LTD. was hereunto affixed in the presence of:)



Director P.J. Gifford

Secretary J. Mang

SIGNED by the Transferees)
in the presence of:)

B.D. Hancock

Jate Dermott

B.D. Hancock



h/

NOTES

1. This form must be used for any transfer by the registered proprietor—
 - (a) of other than the whole of an estate and interest in fee simple
 - (b) by direction
 - (c) in which an easement is created or reserved
 - (d) which contains a restrictive covenant or a covenant created pursuant to statute.
2. Transfers may be lodged as an original only and must be typed or completed in ink.
3. All signatures must be in ink.
4. If there is insufficient space in any panel to accommodate the required information use an annexure sheet (Form A1) or (if there is space available) enter the information under the appropriate heading after any creation or reservation of easement or covenant. Insert only the words "See Annexure A" (or as the case may be) or "See overleaf" in the panel as appropriate.
 Multiple annexures may appear on the same annexure sheet but each must be correctly headed.
 All annexure sheets should be properly identified and signed by the parties and securely attached to the instrument.
5. Volume and folio references must be given. If the whole of the land in a title is to be transferred no other description should be used. If the transfer affects part only of the land in a title the lot and plan number or Crown description should also be given. Any necessary diagram should be endorsed hereon or on an annexure sheet (Form A1).
6. Set out the amount (in figures) or the nature of the consideration. If the transfer is by direction show the various considerations
 e.g. \$ paid by B to A
 \$ paid by C to B
 In a transfer on sale of land subject to a mortgage it should be clearly shown whether or not the amount owing under the mortgage is included in the consideration e.g. \$ which includes the amount owing under mortgage No.
7. Insert full name. Address is not required.
8. Insert full name and address. If two or more transferees state whether as joint tenants or tenants in common. If tenants in common specify shares.
9. Set out "All my estate and interest in the fee simple" (or other as the case may be).
10. If the transfer is by direction give the full name of any directing party and show the various considerations under the consideration heading.
11. Set out any easement being created or reserved and define the dominant and servient tenements.
12. Set out full details of any covenant and define the covenantee and the land to bear the burden and to take the benefit of the covenant.
13. The transfer must be dated.
14. If an executing party is a natural person execution should read "Signed by the transferor (transferee, directing party) in the presence of". The witness must be an independent person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS324192G**

The land in PS324192G is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1, 2.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

396 ELEVENTH STREET MILDURA VIC 3500

PS324192G 21/07/1993

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	287	287
Lot 2	209	209
Total	496.00	496.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/01/2021 02:18:30 PM

**OWNERS CORPORATION
PLAN NO. PS324192G**

Statement End.

Code 135



Deacon
Real Estate

Residential Tenancy Agreement[©]

The Real Estate Institute of Victoria Ltd | www.reiv.com.au | ABN 81 004 210 897 |

Residential Tenancies Act 1997
(Section 26(1))
(Regulation 8(1))

THIS agreement is made on the **16th** day of **July**, 20 **19**

at **ELDERS REAL ESTATE 540 BENETOOK AVENUE, MILDURA VIC 3500**

BETWEEN **DEBBIE NORTH**
(LANDLORD) C/- **ELDERS REAL ESTATE 540 BENETOOK AVENUE MILDURA VIC 3500**

(Name, ACN (if landlord is a company) and address)

(*whose agent is **Elders Real Estate Mildura**
540 Benetook Ave MILDURA, VIC 3500
03 50186800) *strike out if not applicable

(Name, ACN (if agent is a company), business address and telephone number)

AND **ALAN DOROTICH**
(TENANT) **112 TWELFTH STREET MILDURA VIC 3500**

(Name, ACN (if tenant is a company) and address)

1. PREMISES

The landlord lets the premises known as **UNIT 2/396 ELEVENTH STREET MILDURA VIC 3500**

(*together with those items indicated in the schedule) *strike out if not applicable.

2. RENT

The rent amount is **\$280.00** The date the first rent payment is due is **16 / 07 / 2019**

The rent amount will increase to \$ _____ The date the first rent payment at the increased rate is due is ____ / ____ / 20

Pay period: weekly fortnightly monthly _____ (insert the date of each month when the rent is due)

Place of payment: _____

3. BOND

The tenant must pay a bond of **\$1,120.00** to the Landlord/agent on **16 / 07 / 2019**

In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME **ALAN DOROTICH** AMOUNT **\$1,120.00**

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

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Real EstateResidential Tenancy Agreement[®]**4. PERIOD**(a) The period of the agreement is **12 MONTHS**commencing on the **16th** day of **July**, 2019and ending on the **15th** day of **July**, 2020Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.**OR**

(b) The agreement will commence from the _____ day of _____, 20_____

and continue until terminated in accordance with the **Residential Tenancies Act 1997**.**4A. CONSENT TO ELECTRONIC SERVICE**

(1) Express Consent

The TENANT, **ALAN DOROTICH***[check one box only]*
 ~~Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:~~

Email address _____

OR Does Not Consent to the electronic service of notices and other documents.The LANDLORD, **DEBBIE NORTH***[check one box only]*
 ~~Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:~~

Email address _____

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

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

(a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

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

8. **USE OF PREMISES**

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring 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 be unreasonably 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. **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 (See Clause 1)**

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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 under 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.

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 important advice about writing:** *in these additional terms the word "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 or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.*

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

12.1 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.

12.2 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.

(You can read section 64(2) 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" then "Current Acts - Victorian Law Today" and following the prompts.)

13. Other use of my premises

13.1 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.

13.2 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 also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility charges at my premises

14.1 I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.

14.2 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" then "Current Acts - Victorian Law Today" and following the prompts.)

14.3 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.

14.4 If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you

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must have the service re-connected or repaired at your cost.

- 14.5 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.
- 15. My insurances for my premises**
- 15.1 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.
- 15.2 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.
- 15.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.
- 16. Light globes and fluorescent tubes at my premises**
- 16.1 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 an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.
- 17. You must tell me about defects at my premises**
- 17.1 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.
- 18. Damage to my premises**
- 18.1 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.
- 18.2 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, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
- 18.3 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, caused it.
- 18.4 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.
- 19. You will indemnify me in certain circumstances if things go wrong at my premises**
- 19.1 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.
- 19.2 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.
- 20. Smoke detectors and heaters at my premises**
- 20.1 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.
- 20.2 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.

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20.3 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.

21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises

- 21.1 Except as allowed by this by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
- 21.3 You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 21.4 Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking 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 manufacturers recommendations or not or repairs of any sort.
- 21.5 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.

22. Storage and removal of waste and rubbish at my premises

- 22.1 You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4 An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

23. Hanging washing at my premises

- 23.1 If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2 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.

24. Looking after the garden at my premises

- 24.1 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.
- 24.2 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.
- 24.3 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, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4 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.

25. Pets at my premises

- 25.1 Before you may have a pet of any description at my premises you must ask for permission in *writing and receive it from me, or my managing agent.
- 25.2 I do not have to give you my permission. Nor does my managing agent have to give you permission. If permission

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is given, it may be on reasonable conditions.

- 25.3** 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.
- 26. Assignments, subletting or abandoning my premises**
- 26.1** 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, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.
- 26.2** If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -
- 26.2 (a)** a pro-rata letting fee;
- 26.2 (b)** advertising or marketing expenses;
- 26.2 (c)** rental data base checks on applicants;
- 26.2 (d)** rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 26.3** Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (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.
- 27. If you intend to leave my premises when your tenancy ends**
- 27.1** 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.
- 27.2** 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.
- 27.3** 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.
- 27.4** 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.
- 28. Remaining at my premises after your tenancy ends**
- 28.1** 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 to tell me or tell my managing agent.
- 28.2** 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.
- 29. If I require my premises when your tenancy ends**
- 29.1** If I require my premises when your tenancy ends, I, or my managing agent, will tell you.
- 29.2** I, or my managing agent, will tell you by giving you *written notice in a form that is not an SMS message.
- 30. Changing the locks and alarm code at my premises**
- 30.1** You may change the locks at my premises.
- 30.2** 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.
- 30.3** You may change the code of an alarm at my premises.
- 30.4** 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.

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- 31. 'To Let', 'auction' and 'for sale' signs at my premises**
- 31.1** 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 premises.
- 31.2** You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 32. Owners corporation rules and my premises**
- 32.1** 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)
- 32.2** 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.
- 32.3** You do not have to contribute to owners corporation capital costs or other expenses payable by me.
- 33. You cannot use your bond to pay your rent for my premises**
- 33.1** 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.
- 33.2** 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.
- 34. Increasing the rent for my premises**
- 34.1** If this is a fixed term residential tenancy agreement, I will not increase the rent before the term ends unless the agreement
- (a) provides for a rent increase within the fixed term of a specified amount and the increase is not more than that amount; or
 - (b) specifies the method by which a rent increase within the fixed term is to be calculated and the increase is not more than the amount calculated using the specified method.
- 34.2** 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 you will be in the form prescribed for the purpose.
- 34.3** 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.
- 34.4** I acknowledge I must not increase your rent at intervals of less than 12 months.
- 35. Receipt of condition report / statement of rights and duties for my premises**
- 35.1** 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 by 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.

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Signature of landlord (s) DEBBIE NORTH

Signature of tenant(s) ALAN DOROTICH

LANDLORD/AGENT TO COMPLETE:

*URGENT REPAIRS:

(*This section MUST be completed if an agent is to manage the premises)

The agent *can ~~*cannot~~ authorise urgent repairs

(*delete the one that does NOT apply, check Authority)

*The maximum amount for repairs which the agent can authorise is: \$1,800.00

(*only complete if the agent can authorise urgent repairs, check Authority) (insert \$)

The agent's telephone number for urgent repairs is: * 0455455153

(insert number)

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Signature of landlord (s)

DEBBIE NORTH

Signature of tenant(s)

ALAN DOROTICH

LANDLORD/AGENT TO COMPLETE:

*URGENT REPAIRS:

(*This section MUST be completed if an agent is to manage the premises)

The agent *can ~~cannot~~ authorise urgent repairs

(*delete the one that does NOT apply, check Authority)

*The maximum amount for repairs which the agent can authorise is: \$1,800.00

(*only complete if the agent can authorise urgent repairs, check Authority) (insert \$)

The agent's telephone number for urgent repairs is: * 0455455153

(insert number)

ANNEXURE: PET LEASE AGREEMENT

LANDLORD: DEBBIE NORTH

TENANT: ALAN DOROTICH

ADDRESS: UNIT 2/396 ELEVENTH ST MILDURA VIC 3500

Type of Pet: Cat Dog Other: _____

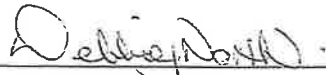
The Landlord, through it's duly authorised agent, gives the tenant permission to keep an animal at the premises, subject to the following conditions:

- (a) The tenant agrees that no additional animal will occupy the premises, even temporarily under this agreement. Should the tenant wish to keep an additional animal, the tenant must seek further permission to do so and execute a separate Pet Lease Agreement for each animal, before the animal is allowed onto the premises.
- (b) *The tenant agrees that the pet will not be allowed inside the premises during the term of the tenancy and any extension thereof.*
- (c) The tenant agrees that should the animal become annoying, bothersome and in any way a nuisance to neighbours the tenant will immediately upon request from the agent, remove the pet from the premises.
- (d) The tenant agrees that any damages caused by the animal will be made good by the tenant prior to vacating the premises. Further the tenant agrees that any animal faeces are regularly cleaned up, and any rubbish thrown around by the animal is picked up.



Name: ALAN DOROTICH
Tenant:
Date: 16/07/19

Name:
Tenant:
Date:



Name: DEBBIE NORTH
Landlord/Landlord's Agent:
Date: 16/07/19

Property Report

from www.land.vic.gov.au on 11 January 2021 02:03 PM

Address: UNIT 2/396 ELEVENTH STREET MILDURA 3500

Lot and Plan Number: Lot 2 PS324192

Standard Parcel Identifier (SPI): 2\PS324192

Local Government (Council): MILDURA **Council Property Number:** 2389

Directory Reference: VicRoads 535 M3

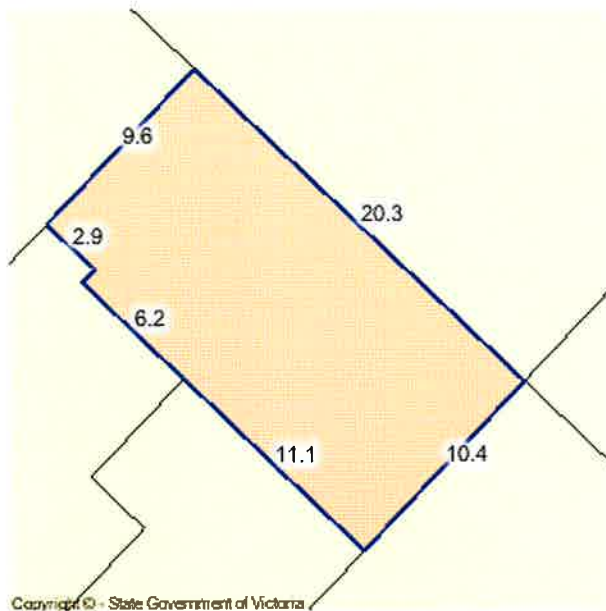
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

Site Dimensions

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



Area: 208 sq. m

Perimeter: 61 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.

1 dimension shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MILDURA

Utilities

Rural Water Corporation: Lower Murray Water

Urban Water Corporation: Lower Murray Water

Melbourne Water: outside drainage boundary

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

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: SPECIFIC CONTROLS OVERLAY (SCO)
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 7 January 2021.

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

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

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

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

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

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

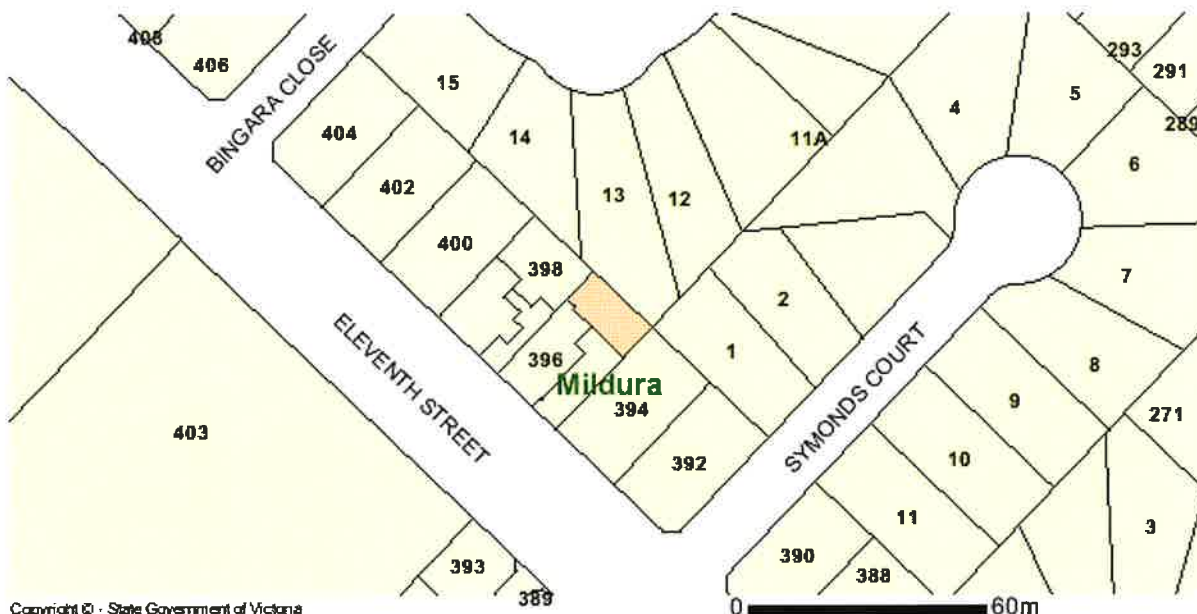
The Planning Property Report includes separate maps of zones and overlays

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

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

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

Area Map



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

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PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au on 11 January 2021 02:03 PM

PROPERTY DETAILS

Address: **UNIT 2/396 ELEVENTH STREET MILDURA 3500**
 Lot and Plan Number: **Lot 2 PS324192**
 Standard Parcel Identifier (SPI): **2\PS324192**
 Local Government Area (Council): **MILDURA**
 Council Property Number: **2389**
 Planning Scheme: **Mildura**
 Directory Reference: **VicRoads 535 M3**

www.mildura.vic.gov.au

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

UTILITIES

Rural Water Corporation: **Lower Murray Water**
 Urban Water Corporation: **Lower Murray Water**
 Melbourne Water: **outside drainage boundary**
 Power Distributor: **POWERCOR**

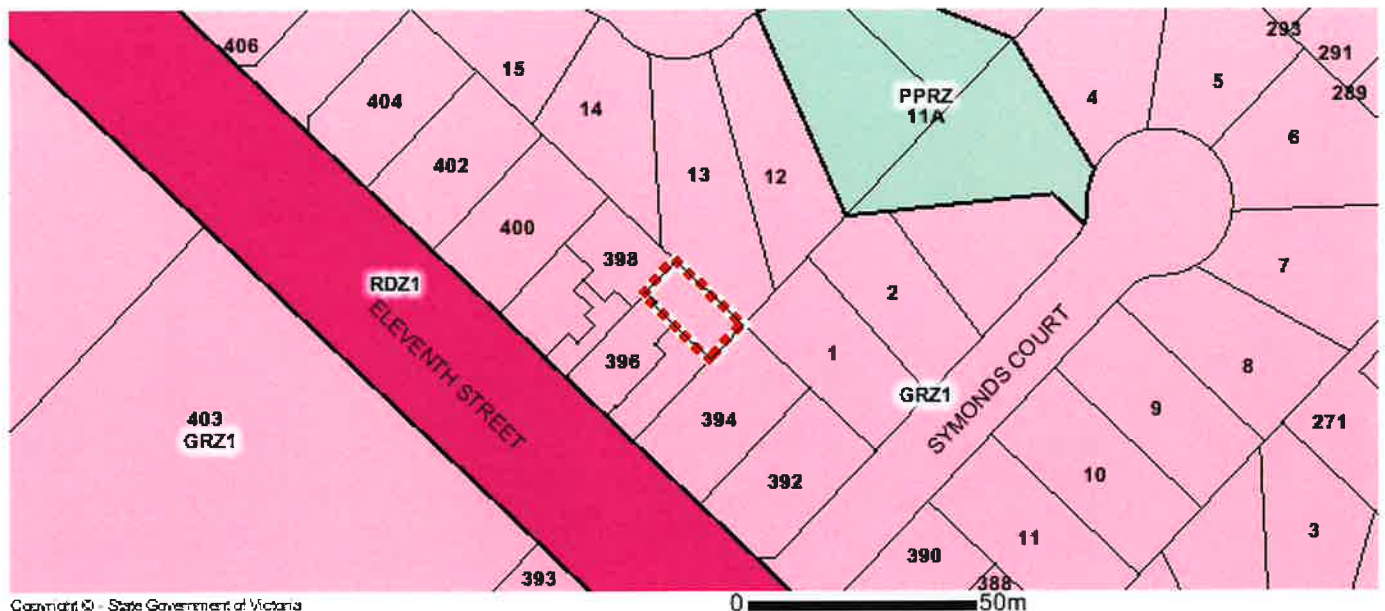
STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **MILDURA**

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

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



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GRZ - General Residential

PPRZ - Public Park & Recreation

RDZ1 - Road - Category 1

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

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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).

PLANNING PROPERTY REPORT: 2/396 ELEVENTH STREET MILDURA 3500

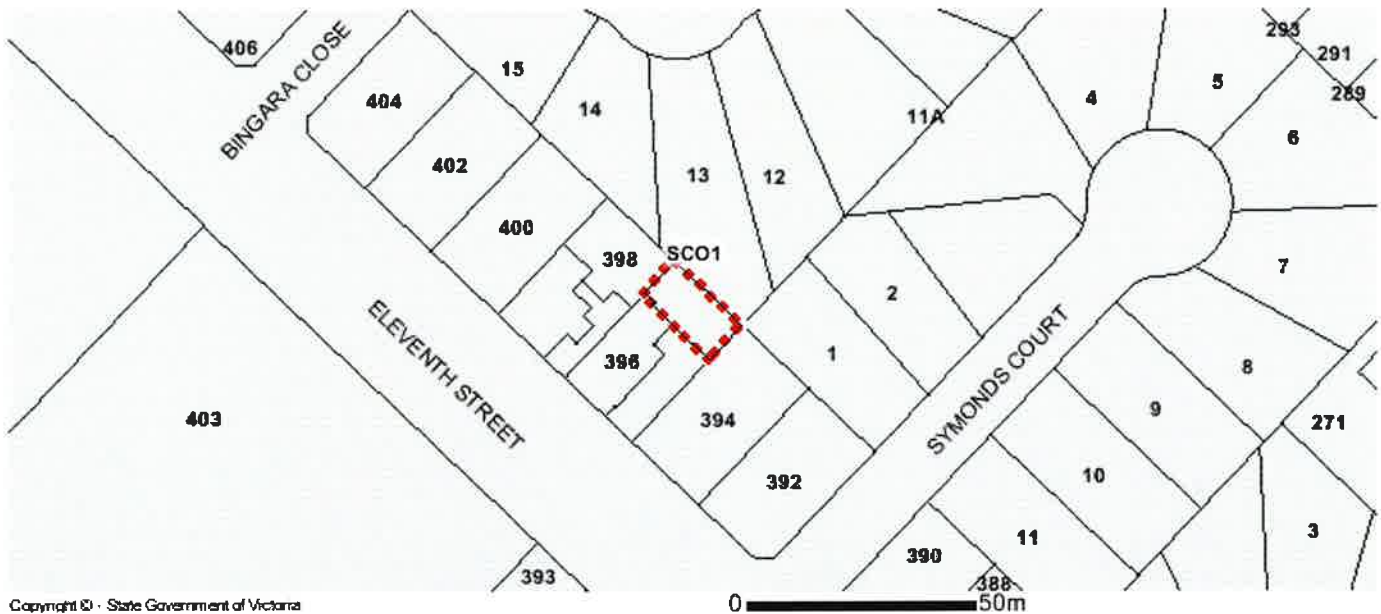
Page 1 of 3

PLANNING PROPERTY REPORT

Planning Overlay

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



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 SCO - Specific Controls

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

Further Planning Information

Planning scheme data last updated on 7 January 2021.

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

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

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

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

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

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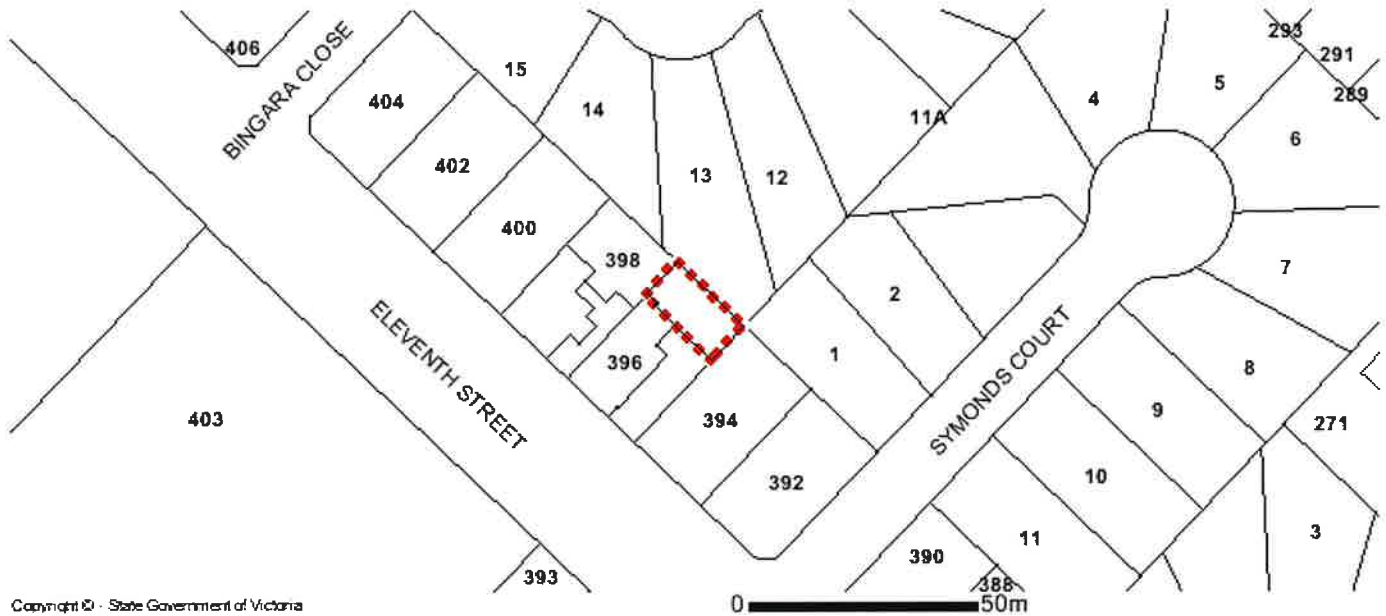
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PLANNING PROPERTY REPORT

Designated Bushfire Prone Area

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



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 Designated Bushfire Prone Area

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

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

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

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

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

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

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

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

DATED

2021

DEBBIE JENNIFER NORTH

VENDOR'S STATEMENT

Property

Unit 2, 396 Eleventh Street, Mildura

MARTIN MIDDLETON OATES LAWYERS

61 Deakin Avenue
MILDURA VIC 3500
DX 50022 MILDURA

Tel: 03 5023 7900

Fax: 03 5023 7560

Ref: /DCON/DS/WP/217660-2