

# Section 32 Vendor Statement

sjdlaw



## Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

<b>Land</b>	115 Collie Road, Gembrook VIC 3783
-------------	------------------------------------

Vendor's name	Louise Wendy Apps	Date
Vendor's signature	 <u>LApps (Nov 15, 2023 19:43 GMT+11)</u>	Nov 15, 2023
Vendor's name	Graeme James Apps	Date
Vendor's signature	 <u>Graeme Apps (Nov 15, 2023 20:29 GMT+11)</u>	Nov 15, 2023
Purchaser's name		Date
Purchaser's signature		/ /
Purchaser's name		Date
Purchaser's signature		/ /

## 1. FINANCIAL MATTERS

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

(a)  Do not exceed \$4,000.00

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

None to the Vendors knowledge

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

As contained in attached documents

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

None to the Vendors knowledge

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993.

X

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL
-----

### 4.3 Compulsory Acquisition

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

NIL
-----

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

## 8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input type="checkbox"/>
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## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

## 10.2 Staged Subdivision

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

Not Applicable

## 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. GST NOTICE

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

## 14. ATTACHMENTS

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

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

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

## Due diligence checklist

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

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

### Urban living

#### Moving to the inner city?

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

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

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

### Growth areas

#### Are you moving to a growth area?

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

### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

## **Soil and groundwater contamination**

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 08431 FOLIO 091

Security no : 124110490132J  
Produced 14/11/2023 02:24 PM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 058193.  
PARENT TITLE Volume 08138 Folio 031  
Created by instrument B575646 19/08/1963

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
GRAEME JAMES APPS  
LOUISE WENDY APPS both of BRETT STREET WARRANDYTE  
G608653 03/05/1977

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ237549P 12/09/2017  
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE LP058193 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: 115 COLLIE ROAD GEMBROOK VIC 3783

See MI310168X for WATER FRONTAGE LICENCE details

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 12/09/2017

DOCUMENT END

Delivered from the LANDATA® System by GlobalX Pty Ltd



PLAN OF SUBDIVISION OF  
PART OF CROWN ALLOTMENT 96  
& CROWN ALLOTMENT 96A  
PARISH OF GEMBROOK  
COUNTY OF EVELYN

**LP58193**  
**EDITION 1**  
APPROVED 22/5/63.

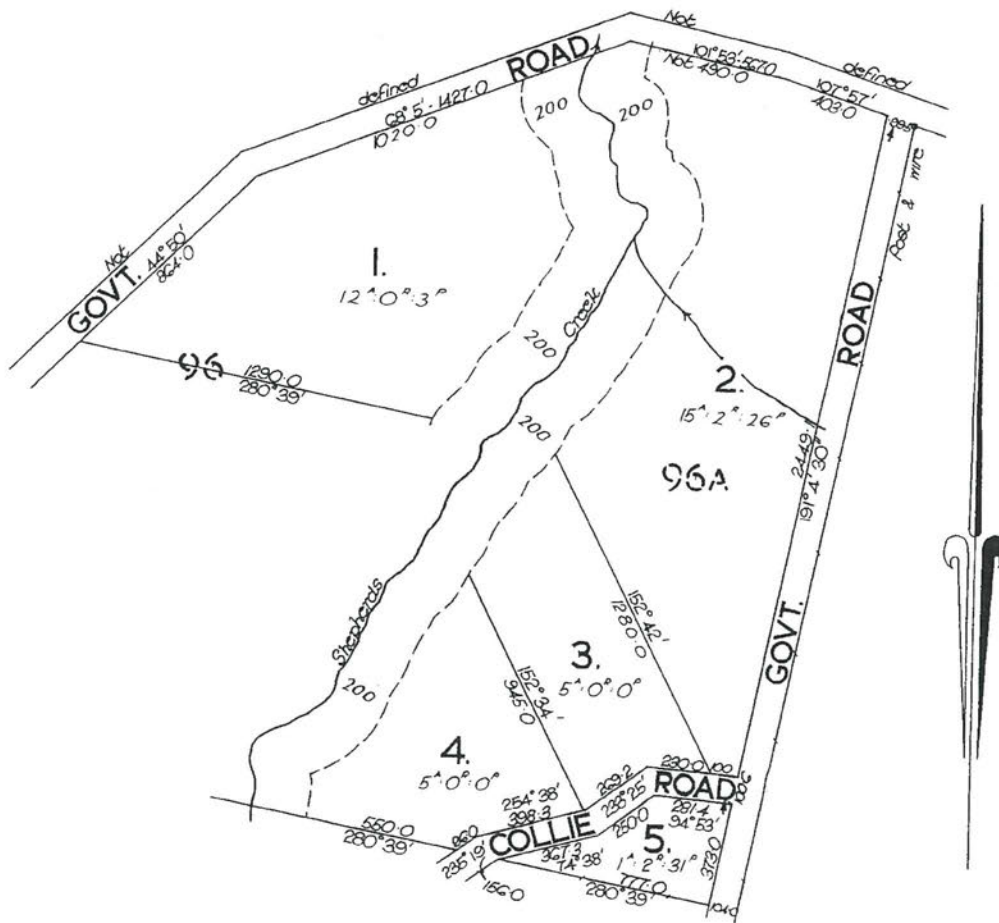
SCALE: CHAINS TO INCH

V. 8138 F. 031

**NOTATIONS**

WATERWAY NOTATION:

LOT 1 to 4 (B.I.) IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE





# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 14/11/2023 02:30:35 PM

Dealing Number: MI310168X

Rectification Date: 06/08/2016

Rectification Category: Crn Enc: Add/Rein Water Lic

Status: Registered

### RECTIFICATION

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Raised By: REGISTRAR OF TITLES  
DX 250639 MELBOURNE

Folio Affected	CofT Supplied	Controlling Party
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11735/771	No	
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### Details of Rectification

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This Crown Land Migration transaction was created as part of the crown land data migration. No instrument is available for this transaction. The Water Frontage Licence reference is 1201343.

Statement End.

# Transfer of Licence Form

This form is to formally transfer a licence for the occupation of Crown land.

Following settlement, please submit this completed transfer form (both pages with plan) by post to PO Box 879, Seymour, Victoria, 3660 or emailed to [transactioncentre@delwp.vic.gov.au](mailto:transactioncentre@delwp.vic.gov.au), with requirements listed below.

Please review and tick the checklist below, this will assist in the Transfer of Licence being conducted efficiently. *If any details are not included, the transfer paperwork may be returned to you to have sufficient information included.*

- Transfer fee of \$63.60 (GST Exempt) and any outstanding rental (if applicable) is included.
  - Cheque/Money Order included OR
  - Please contact \_\_\_\_\_ on \_\_\_\_\_ to take Credit card payment
  - Please invoice the proposed licensee the transfer fee & any outstanding rental. Please note: this invoice will be arranged and sent to the proposed licensee once the transfer is completed, under separate cover. It can take up to 21 days following the transfer for the invoice to be issued.
  
- Notice of Acquisition, Copy of Title or Copy of Rates notice to identify that the proposed Licensee is now the adjoining landowner to the licensed area.
  
- Part Transfer or  Full Transfer – Please note that in most cases licenses or part of licences can only be transferred to the adjoining land owner.

## Details of present licence holder(s)

**Please do not change details of pre-filled information this has been populated from the existing licence.**

I/We GRAEME JAMES APPS; LOUISE WENDY APPS

Of: 1030 KORUMBURRA-WARRAGUL ROAD , RANCEBY , Victoria, 3783, Australia

Being the holder(s) of Licence No: 1201343

Granted under the provisions of the Land Act 1958 do hereby agree to transfer said licence.

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

***If the Licensee is no longer able to sign the form, please provide an explanation in the covering letter with supporting documentation.***

**Particulars of the adjoining freehold land which is now occupied/owned or in the process of purchase by me/us:**

Lot on Plan Number: \_\_\_\_\_

Crown allotment number

with parish name (if applicable): \_\_\_\_\_

# Transfer of Licence Form

- Transfer of this licence should not be used as a condition of sale as the transfer is not an automatic process and will be subject to approval of the land manager. Please advise prospective purchasers of this information.
- Please ensure to include Notice of Acquisition, Copy of Title or Copy or Rates notice to identify that you are now the adjoining landowner to the licensed area.

**This section to be completed by the proposed licence holder(s) – Please print clearly and provide full names.**

I/We \_\_\_\_\_

Of \_\_\_\_\_

Town: \_\_\_\_\_ Postcode: \_\_\_\_\_ State: \_\_\_\_\_

*Postal Address if Different to Above*

Address: \_\_\_\_\_

Town: \_\_\_\_\_ Postcode: \_\_\_\_\_ State: \_\_\_\_\_

do hereby agree to accept the transfer of the said licence to me/us and supply the following information which is true and correct, and acknowledge this licence is issued for the purpose of GRAZING

Signature/s: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

**To ensure the Department meets financial obligation please provide a contact phone number and email**

Preferred Contact phone no.: \_\_\_\_\_

Email: \_\_\_\_\_

## Rental Information

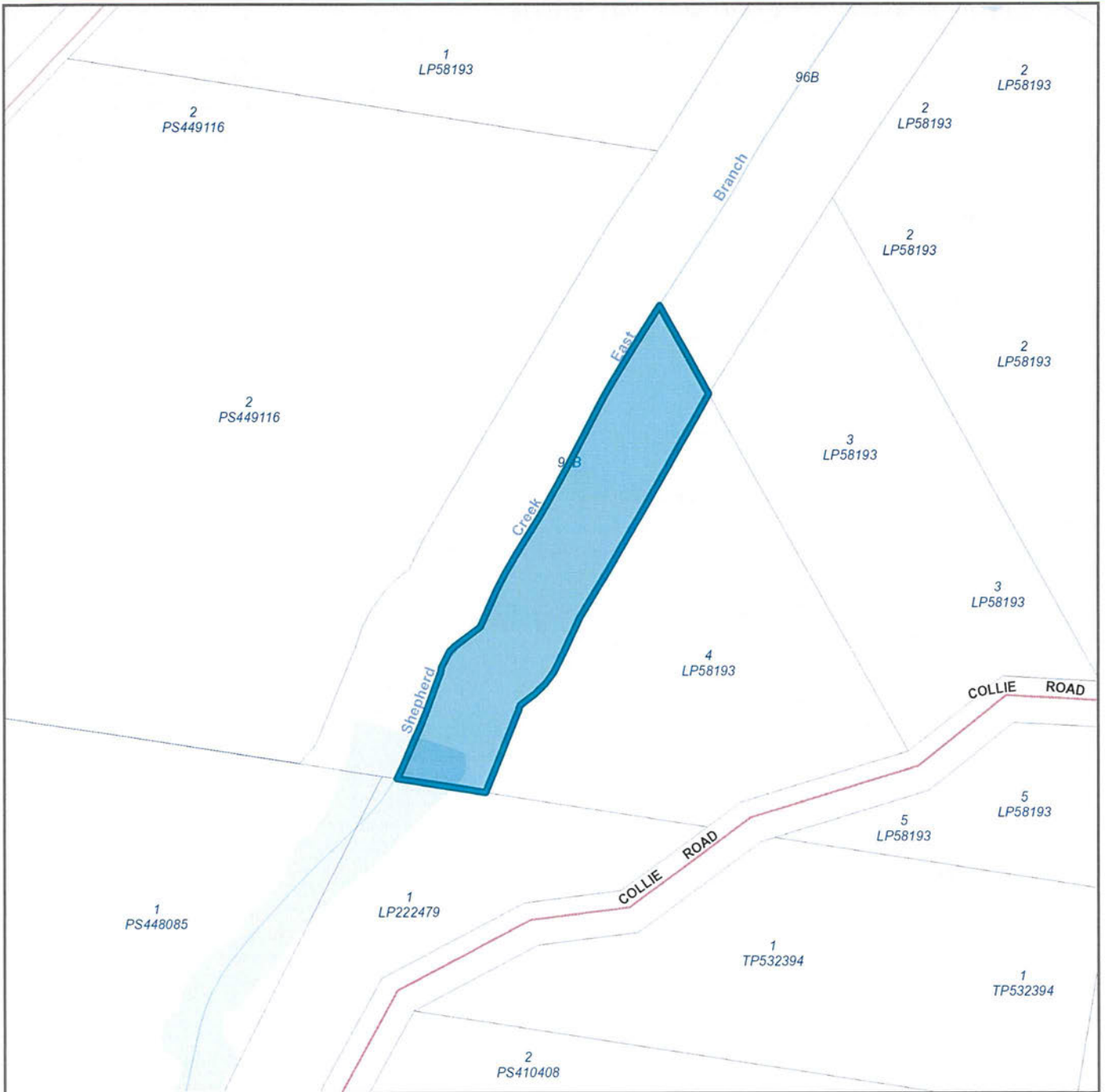
### OFFICE USE ONLY

Licence No. 1201343 (Water Frontage) – Rental of \$25.00 has been paid for the period 1/10/2019 to 30/9/2024.

The Department of Energy, Environment and Climate Action (DEECA) is committed to protecting your personal information in accordance with the principles of the Privacy and Data Protection Act 2014. Personal information collected will be used for the purpose of issuing and administering your Crown Land Licence and the attendant Crown Land management requirements. DEECA may disclose your information to the local municipality or other relevant government agencies or statutory authorities for this purpose or if required by law. DEECA also uses and discloses the information for the purpose of the resolution of applications for determination of native title and for meeting its obligations under the Native Title Act 1993 (Cth). If you wish to access this information please contact the Manager, Privacy and FOI, PO Box 500, East Melbourne, Vic, 3002

OFFICIAL

# Tenure 1201343



## Legend

<ul style="list-style-type: none"> <li> Township</li> <li> Parish</li> <li> Parcel</li> <li><b>Crown Parcel</b></li> <li> Crown Land</li> <li> Government Road</li> <li><b>Plan Noting</b></li> <li><b>Apiary</b></li> <li> Temporary Apiary Rights</li> <li> Beefarm and Range Licences</li> </ul>	<b>Linear Tenure</b> <ul style="list-style-type: none"> <li> Other Pipelines</li> <li> Industrial Commercial Licences</li> <li> Recreation Amusement Licences</li> <li> Occupancy Licences</li> <li> Radio TV Telecom site Licences</li> <li> Emergency Services Use Licences</li> <li> Water Supply Licences</li> <li> Miscellaneous General Licences</li> <li> Easements</li> <li> Pipe Consents</li> </ul>	<ul style="list-style-type: none"> <li> Lease</li> <li> General Licence</li> <li> Delegated Lease</li> <li> Delegated License</li> <li> Grazing Licence</li> <li> Riparian Management Licence</li> <li> Water Frontage Licence</li> <li> Unused Road Licence</li> <li> Delegated Management Reserve</li> <li> Direct Management Reserve</li> </ul>	<b>Government Road</b> <ul style="list-style-type: none"> <li> Government Road</li> <li> Dual Status Government Road</li> </ul>
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1:2,500



Land and Built Environment  
Port Phillip  
Dept of Energy, Environment & Climate Action

Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.



Department of Environment,  
Land, Water & Planning

Our Ref: 1201343:#109397

3 November 2016

Tim Apps  
Email: [tim@appslabs.com.au](mailto:tim@appslabs.com.au)

PO Box 879  
15 Hume and Hovell Road  
Seymour Vic 3660  
Telephone: (03) 5735 4300  
Facsimile: (03) 5792 3230  
[www.delwp.vic.gov.au](http://www.delwp.vic.gov.au)  
DX 218676

Dear Dr Apps

**RE: COPY OF LICENCE NO. 1201343**

Please find enclosed copy of licence document as requested.

Should you have any queries regarding this matter please contact  
[transactioncentre@delwp.vic.gov.au](mailto:transactioncentre@delwp.vic.gov.au).

Yours sincerely,

Kathryn Hamono  
**Property Officer**



**AGRICULTURAL LICENCE**

**LAND ACT 1958**

**Section 130**

**THIS LICENCE** is granted by the Licensor to the Licensee and commences on the date set out in the Schedule.

In consideration of the payment of the licence fee and the conditions contained in this Licence, the Licensor or a person authorised by the Licensor, at the request of the Licensee **HEREBY AUTHORISES** the Licensee to use the Crown land described in the Schedule for the specified purposes set out in the Schedule.

This Licence is subject to the provisions of the *Land Act 1958* and Regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

*V. Jones*

.....  
Signature of Licensor or Authorised person

Vannessa Jones  
**Manager**  
**Transaction Centre**

The Licensee hereby agrees that payment of the Licence Fee, shown in Item 7 of the Schedule, by the Licensee shall constitute acceptance by the Licensee of this Licence and shall constitute an undertaking by the Licensee that the Licensee shall comply with the terms and conditions of this Licence.

**NOTE:**

<b>1</b>	<i>This licence is not valid until payment of the Licence Fee shown in Item 7 of the Schedule is received by the Department of Environment, Land, Water &amp; Planning.</i>
<b>2</b>	<i>This Licence is an important document and should be stored in a secure and safe place. It will be needed if you sell your property. In the event of loss, a replacement fee may be charged.</i>

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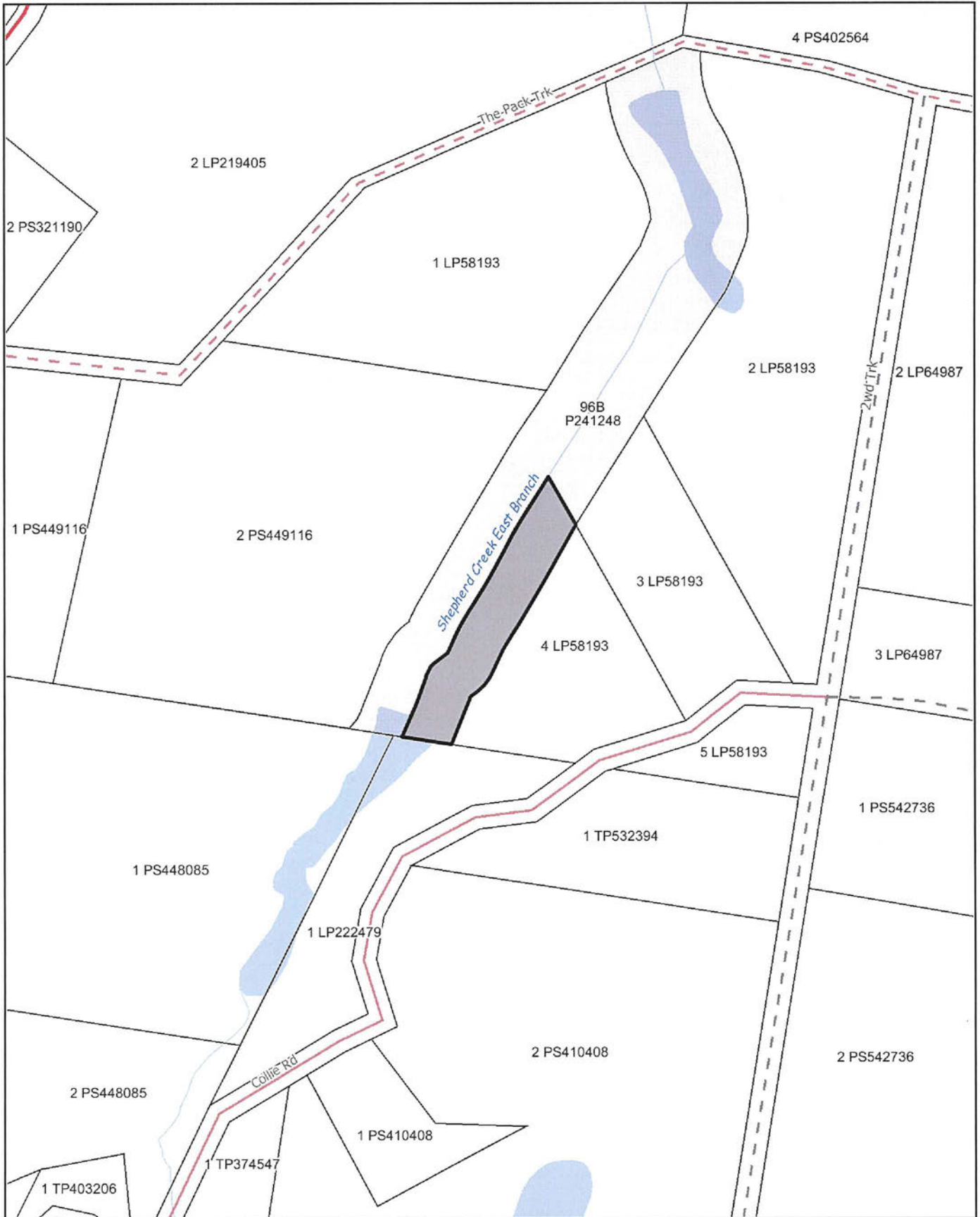


## LICENCE SCHEDULE

1. **Licence No.** 1201343
2. **Licensors** MINISTER FOR ENVIRONMENT, CLIMATE CHANGE & WATER
3. **Licensee** GRAEME JAMES APPS  
LOUISE WENDY APPS
4. **Address** 115 COLLIE ROAD  
GEMBROOK, 3783
5. **Commencement Date** 01 OCTOBER 2014
6. **Term** 5 YEARS
7. **Licence Fee** \$25.00 (Ex. GST)
8. **Paid** IN FULL
9. **Licensed Land** All that land being:  
MUNICIPALITY OF CARDINIA  
WATER FRONTAGE TO SHEPHERDS CREEK EAST BRANCH BEING PART OF CROWN ALLOTMENT 96B  
ABUTTING LOT 4 OF LP58193  
PARISH OF GEMBROOK  
  
AS INDICATED ON ATTACHED PLAN/S.
10. **Area (Ha)** 0.9000
11. **Powers under which land is granted** SECTION 130 LAND ACT 1958
12. **Specified Purpose** GRAZING
13. **Statutory and other Conditions**  
THE LICENSEE  
  
(A) MUST ERECT AND MAINTAIN A STILE, GATE OR SOME OTHER SUITABLE MEANS OF PEDESTRIAN ACCESS IN ANY FENCE OR FENCES ON OR AROUND THE LICENSED LAND EXCEPT ANY FENCE BETWEEN THE LICENSED LAND AND ADJOINING PRIVATE LAND; AND  
  
(B) MUST NOT ERECT OR PERMIT TO REMAIN ERECTED ON THE LICENSED LAND OR ON ANY FENCE ACROSS THE LICENSED LAND ANY SIGNS THAT PURPORT OR CONVEY THAT PUBLIC PEDESTRIAN ACCESS TO THE LICENSED LAND IS RESTRICTED IN ANY WAY; AND  
  
(C) PURSUANT TO SECTION 401A OF THE LAND ACT 1958 ACKNOWLEDGES THAT ANY PERSON MAY ENTER AND REMAIN ON THE LICENSED LAND FOR RECREATIONAL PURPOSES (EXCEPT CAMPING) AND THE LICENSEE MUST NOT DO ANYTHING TO SUGGEST OR CONVEY TO ANY PERSON THAT HE OR SHE MAY NOT ENTER THE LICENSED LAND FOR THIS PURPOSE.
14. **Special Conditions**  
NIL

# Tenure 1201343

as at Thu Nov 03 14:52:13 EST 2016



(c) The State of Victoria Department of Environment, Land, Water & Planning 2016

Scale 1:4,250

- Legend**
- 4 CLM PLAN NOTICES
  - Beef and Range Licences
  - Temporary Apiary Rights
  - PARISH BOUNDARY
  - TOWNSHIP BOUNDARIES
  - PARCEL
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  - GENERAL
  - LEASES
  - R.P.S.I.A.N.
  - WATER PRIVILEGE
  - UNUSED ROADS
  - GRAZING
  - RESERVES DIR
  - RESERVES
  - Crown Land
  - Vested Land
  - Government Road
  - Government Roads
  - Dual Status Government Road

Public Land Services  
 PORT PHILLIP Region  
 Dept of Environment, Land, Water & Planning  
 609 Burwood Highway  
 Knoxfield 3180

Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.



## LICENCE CONDITIONS

### 1 **Grant**

The rights conferred by this Licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed land or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.

### 2 **Licensee's Obligations (Positive)**

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will: -

#### 2.1 **Licence fee**

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address advised by the Licensor from time to time on the days and in the manner provided in Item 8 of the Schedule without demand, deduction, set-off or abatement.

#### 2.2 **Rates and Taxes**

2.2.1 Duly and punctually pay as and when they respectively fall due all rates and taxes on the licensed land.

2.2.2 If requested to do so by the Licensor, produce receipts to the Licensor evidencing payment of the rates and taxes.

2.2.3 Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence and/or the rent payable thereunder or that becomes payable by the Licensor during the period covered by the fee.

#### 2.3 **Indemnity**

Indemnify the Crown in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed land, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

#### 2.4 **Maintenance**

2.4.1 Throughout the term keep the licensed land in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed land after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will: -

2.4.1.1 Keep the licensed land free of pest animals and weeds;

2.4.1.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

#### 2.5 **Fire Protection Works**

Undertake all fire protection works on the licensed land required by law to the satisfaction of the Licensor and the responsible fire Authority

#### 2.6 **Condition at Termination**

On expiry or prior determination of this Licence return the licensed land to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations.

#### 2.7 **Notice of Defects and other matters**

2.7.1 Give the Licensor prompt notice in writing of any accident to or defect in the licensed land and of any circumstances likely to cause any damage risk or hazard to the licensed land or any person on it;

2.7.2 Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed land and full details of the circumstances of it;

2.7.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.7.2 with which the Licensee is required to comply; and

2.7.4 At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.7.2 as the Licensor deems expedient.

#### 2.8 **Compliance with Law**

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed land and all lawful orders or direction made under them;

## **2.9 Compliance with Directions**

**2.9.1** At the Licensee's cost forthwith comply with any written direction given by the Secretary during the term as to the: -

- 2.9.1.1** grazing or management of the licensed land (including fencing), or the number and type of stock which may be depastured on the licensed land;
- 2.9.1.2** frequency, timing and method of cultivation;
- 2.9.1.3** water supply and other improvements;
- 2.9.1.4** reclamation of eroded areas and land degradation; or
- 2.9.1.5** retention or clearance of native vegetation.

## **2.10 Arrears and Interest**

**2.10.1** Pay to the Licensor: -

- 2.10.1.1** on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the *Penalty Interest Rates Act 1983* computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;
- 2.10.1.2** on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed land, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

## **2.11 Further Conditions**

Comply with the Statutory and other Conditions contained in Item 13 of the Schedule and with the Special Conditions contained in Item 14 of the Schedule.

## **3 Licensee's Obligations (Negative)**

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will not -

### **3.1 Use of Licensed land**

Use the licensed land for any purpose other than the specified purpose referred to in Item 12 of the Schedule or any additional purpose specified in Item 14 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

### **3.2 Allow rubbish**

Permit any rubbish to accumulate in or about the licensed land.

### **3.3 Hazardous Chemicals**

Keep any hazardous chemical on the licensed land without the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

### **3.4 Burning**

Undertake any burning of vegetation or any other matter on the licensed land without first obtaining any necessary permit and the written approval of the Licensor which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions PROVIDED HOWEVER that the consent of the Licensor is not required for the burning of crop stubble.

### **3.5 Assignment**

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed land or any part of it.

### **3.6 Licensor's Entry**

**3.6.1** Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent at any time from entering and remaining on the licensed land either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-

- 3.6.1.1** retaking or attempting to retake possession of the licensed land;
- 3.6.1.2** inspection; or
- 3.6.1.3** any other lawful purpose.

### **3.7 Void insurance**

Do or allow anything to be done which might result in any insurance's relating to the licensed land becoming void or voidable or which might increase the premium on any insurance.

### **3.8 Cultivation and Use of Licensed land**

**3.8.1** Without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions, :-

- 3.8.1.1** fell, ringbark, injure, destroy or remove any living or dead vegetation (except weeds) or fallen timber on the licensed land;
- 3.8.1.2** plough, cultivate, work, break up or remove soil or construct any earthworks on the licensed land;
- 3.8.1.3** plant any vegetation, seed or crop on the licensed land; or
- 3.8.1.4** apply fertilizer to the licensed land.

### **3.9 Erection of Improvements**

Erect or permit the erection of any improvement on the licensed land without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

## **4 General Conditions**

### **4.1 Termination upon Default**

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may, by notice published in the Government Gazette, declare that the licence is cancelled, and upon cancellation the licensee will not be entitled to any compensation whatsoever.

### **4.2 Termination without Default**

**4.2.1** In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may by giving to the Licensee three months' written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

**4.2.2** If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.

**4.2.3** The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.

**4.2.4** Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

### **4.3 Licensee's Improvements**

**4.3.1** The Licensee's improvements shall remain the property of the Licensee.

**4.3.2** On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Secretary, remove all Licensee's improvements from the licensed land and forthwith make good all damage caused to the licensed land by the affixing, retention or removal of Licensee's improvements to the satisfaction of the Secretary.

### **4.4 Secretary may remove and dispose of property**

If the Licence expires, or is cancelled under clauses 4.1 or 4.2, the Secretary may at the end of the period of time specified under Clause 4.3.2 remove the Licensee's chattels and improvements and store them at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing them for at least one month, the Secretary may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

### **4.5 Licensor's/Secretary's Agents**

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor or the Secretary and not required by law to be done, made or signed by the Licensor or the Secretary personally may be done made or signed by any person to whom such power has been delegated by the Licensor or the Secretary.

### **4.6 Notices**

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this Licence shall be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

### **4.7 Review of Licence fee**

The licence fee, unless it has been paid in full for the term, will be reviewed by the Licensor every three years from 1st October 1997, and the reviewed fee shall commence on the day following the date fixed for each such review.

### **4.8 Debt recovery**

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

## 5 Definitions

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"**commencement date**" means the date described in Item 5 of the Schedule and is the first day of the term;

"**Crown**" means the Crown in right of the State of Victoria and includes the Secretary and each employee and agent of the Crown or the Secretary;

"**GST**" means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*.

"**Department**" means the Department of Environment, Land, Water & Planning or its successor in law;

"**flora**" has the same meaning as in the *Flora and Fauna Guarantee Act 1988*;

"**hazardous chemical**" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertiliser and other chemicals;

"**improvement**" includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

"**licensed land**" means the land described in Item 9 of the Schedule;

"**Licence fee**" means the licence fee described in Item 7 of the Schedule as varied during the term;

"**Licensee**" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"**Licensee's Improvements**" includes growing crop, building, structure, sign, fence and any other structural improvement including dam, levee, channel or any other earthworks but does not include any such improvement shown in Item 14 of the Schedule as being or becoming the property of the Licensor.

"**Licensor**" means the Minister of the Crown for the time being administering Division 8 of Part 1 of the *Land Act 1958* or such other Minister of the Crown or Government Authority to whom responsibility for this Licence may at any time be given;

"**person**" includes a body corporate as well as an individual;

"**pest animals**" has the same meaning as in the *Catchment and Land Protection Act 1994*;

"**rates and taxes**" means all existing and future rates (including excess water rates and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed land or the Licensor or the Licensee or payable by the owner or occupier of the licensed land;

"**schedule**" means the schedule to this Licence;

"**Secretary**" means The Secretary to the Department of Environment, Land, Water & Planning, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

"**sign**" includes names, advertisements and notices;

"**soil**" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"**term**" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"**weeds**" include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994*, and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

"**writing**" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

## 6 Interpretations

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

# PROPERTY REPORT

115 Collie Road, Gembrook Vic 3783

## Details

### LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 4 LP58193

### LOCAL GOVERNMENT (COUNCIL)

Cardinia

### LEGAL DESCRIPTION

4\LP58193

### COUNCIL PROPERTY NUMBER

2193500400

### LAND SIZE

19,269m<sup>2</sup> Approx

### ORIENTATION

North

### FRONTAGE

99.38m Approx

### ZONES

GWZ - Green Wedge Zone - Schedule 2

### OVERLAYS

BMO - Bushfire Management Overlay

ESO - Environmental Significance Overlay - Schedule 1

## Corelogic Property Data

### HOUSE

 3  1  4

### ROOF MATERIAL

Unavailable

### FLOOR AREA

129m<sup>2</sup> Approx

### YEAR BUILT

1960

### WALL MATERIAL

Unavailable

## State Electorates

### LEGISLATIVE COUNCIL

Eastern Victoria Region

### LEGISLATIVE ASSEMBLY

Monbulk District

## Schools

### CLOSEST PRIVATE SCHOOLS

Maxwell Creative School (4247 m)

St James School (14963 m)

Mountain District Christian School (13160 m)

### CLOSEST PRIMARY SCHOOLS

Gembrook Primary School (2182 m)

### CLOSEST SECONDARY SCHOOLS

Emerald Secondary College (9244 m)

## Burglary Statistics

### POSTCODE AVERAGE

1 in 83 Homes

### STATE AVERAGE

1 in 76 Homes

### COUNCIL AVERAGE

1 in 85 Homes

## Council Information - Cardinia

### PHONE

1300787624 (Cardinia)

### EMAIL

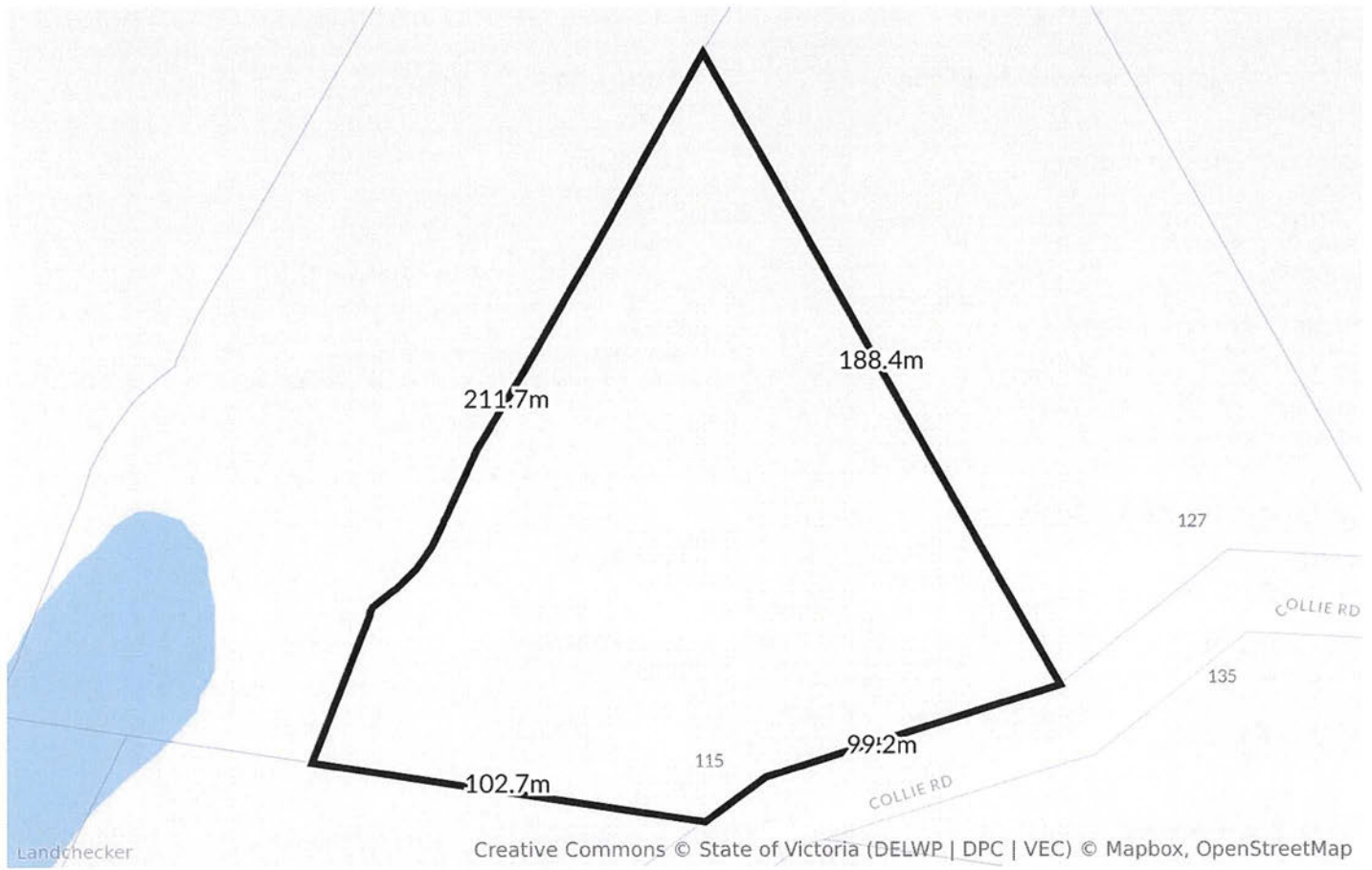
mail@cardinia.vic.gov.au

### WEBSITE

<http://www.cardinia.vic.gov.au/>

# SITE DIMENSIONS

115 Collie Road, Gembrook Vic 3783





## RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

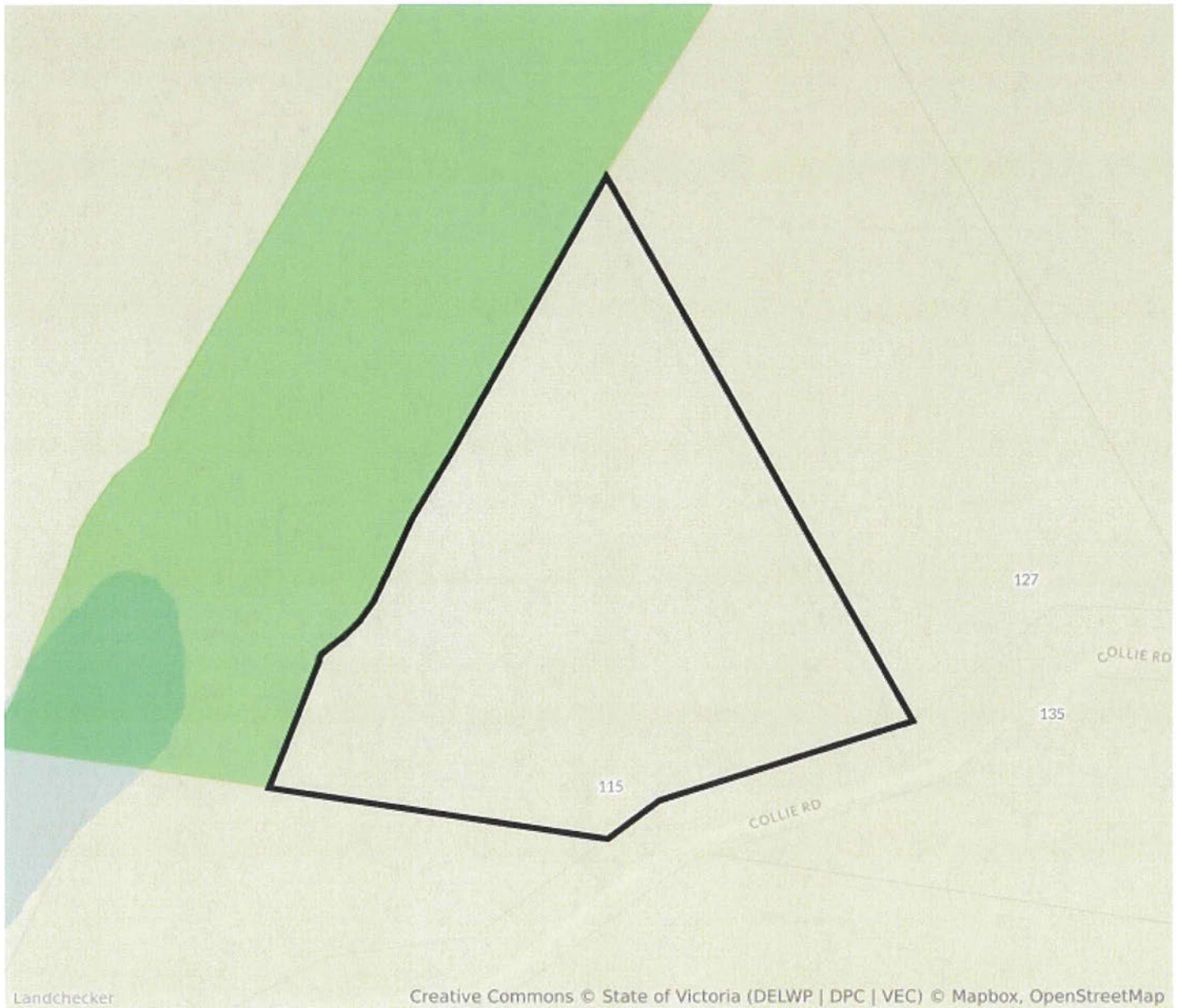
115 Collie Road, Gembrook Vic 3783

No recent planning scheme amendments for this property

# PROPOSED PLANNING SCHEME AMENDMENTS

115 Collie Road, Gembrook Vic 3783

Status	Code	Date	Description
PROPOSED	C268card	26/05/2023	The amendment applies to 49 Garfield Road, Garfield (Lot 1 PS436250 and Lot 1 PS531590) which is a combined planning permit application and planning scheme amendment under section 96A of the Act. The amendment proposes to rezone part of the land within the Urban Growth Boundary (UGB) from Low Density Residential (LDRZ2) to Low Density Residential (LDRZ3), and rezone part of the land outside the UGB from LDRZ2 to Green Wedge Zone (GWZ1)
PROPOSED	C262card	17/05/2023	The amendment proposes to rezone 11 Thom Road, Lang Lang from Farming Zone (Schedule 1) to Neighbourhood Residential Zone (Schedule 1) and includes a planning permit application under section 96A of the Planning and Environment Act 1987
PROPOSED	C265card	27/10/2021	Incorporates the Pakenham South Employment Precinct Structure Plan



## GWZ2 - Green Wedge Zone - Schedule 2

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To provide for the use of land for agriculture.

To recognise, protect and conserve green wedge land for its agricultural, environmental, historic, landscape, recreational and tourism opportunities, and mineral and stone resources.

To encourage use and development that is consistent with sustainable land management practices.

To encourage sustainable farming activities and provide opportunity for a variety of productive agricultural uses.

To protect, conserve and enhance the cultural heritage significance and the character of open rural and scenic non-urban landscapes.

To protect and enhance the biodiversity of the area.

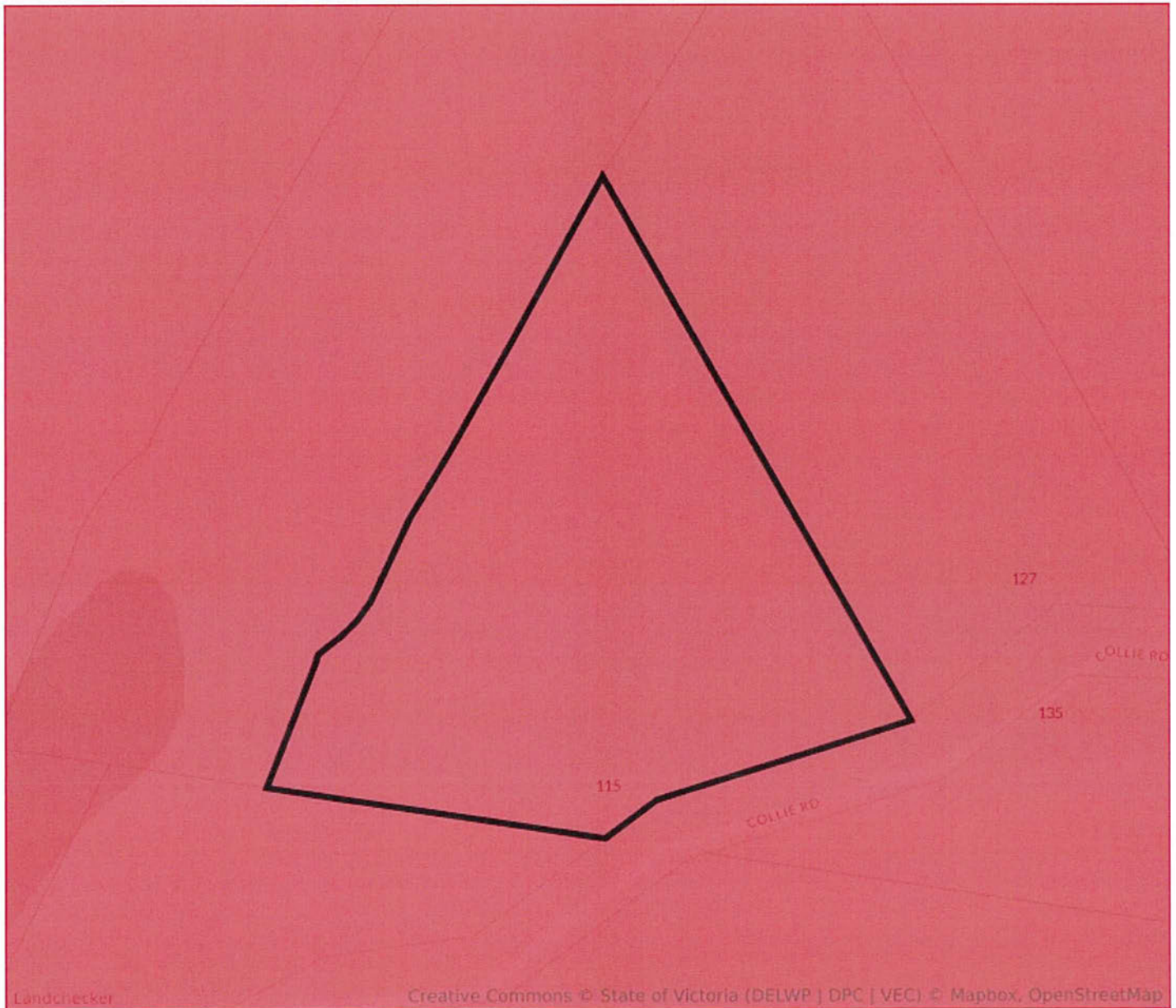
[VPP 35.04 Green Wedge Zone](#)

[LPP 35.04 Schedule 2 To Clause 35.04 Green Wedge Zone](#)

For confirmation and detailed advice about this planning zone, please contact CARDINIA council on 1300787624.

### Other nearby planning zones

 PCRZ - Public Conservation And Resource Zone



## **BMO - Bushfire Management Overlay**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

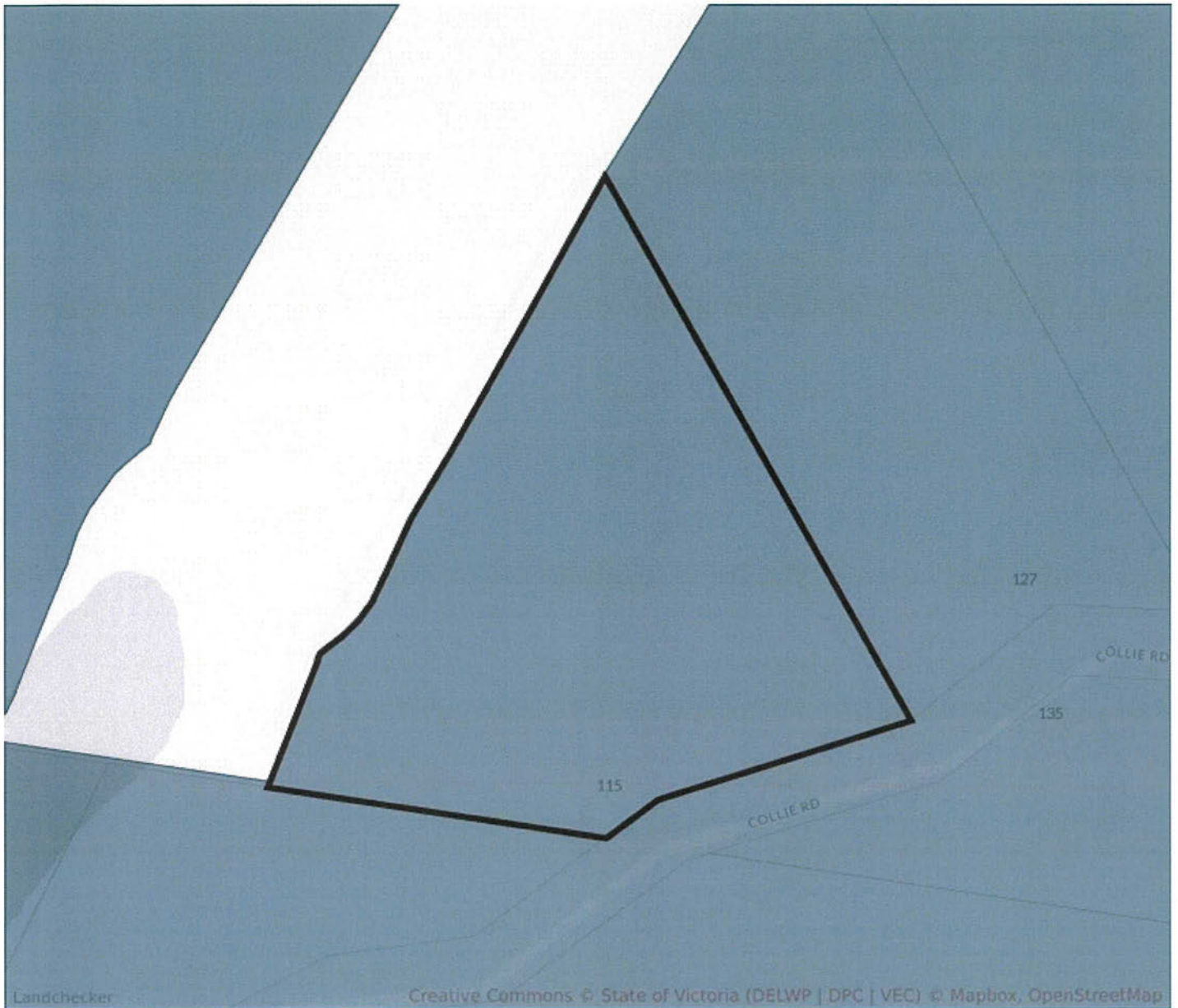
To ensure that the development of land prioritises the protection of human life and strengthens community resilience to bushfire.

To identify areas where the bushfire hazard warrants bushfire protection measures to be implemented.

To ensure development is only permitted where the risk to life and property from bushfire can be reduced to an acceptable level.

[VPP 44.06 Bushfire Management Overlay](#)

For confirmation and detailed advice about this planning overlay, please contact CARDINIA council on 1300787624.



Landchecker

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## ES01 - Environmental Significance Overlay - Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas where the development of land may be affected by environmental constraints.

To ensure that development is compatible with identified environmental values.

### VPP 42.01 Environmental Significance Overlay

The hills to the northern part of the municipality (generally to the north of the Princes Highway) is an area with significant landscape and environmental values. The area is characterised by a geology of Devonian Granitic and Sulrian Sediment origin, moderate to steep slopes, and areas of remnant vegetation. These characteristics contribute to environmental values including landscape quality, water quality, and habitat of botanical and zoological significance.

These characteristics are also a significant factor in terms of environmental hazards including erosion and fire risk. The vegetation supports the ecological processes and biodiversity of this area by forming core habitat areas within a complex network of biolink wildlife corridors. Sites containing threatened flora and fauna are defined as being of botanical and zoological significance.

Development within and around these sites need to be appropriately

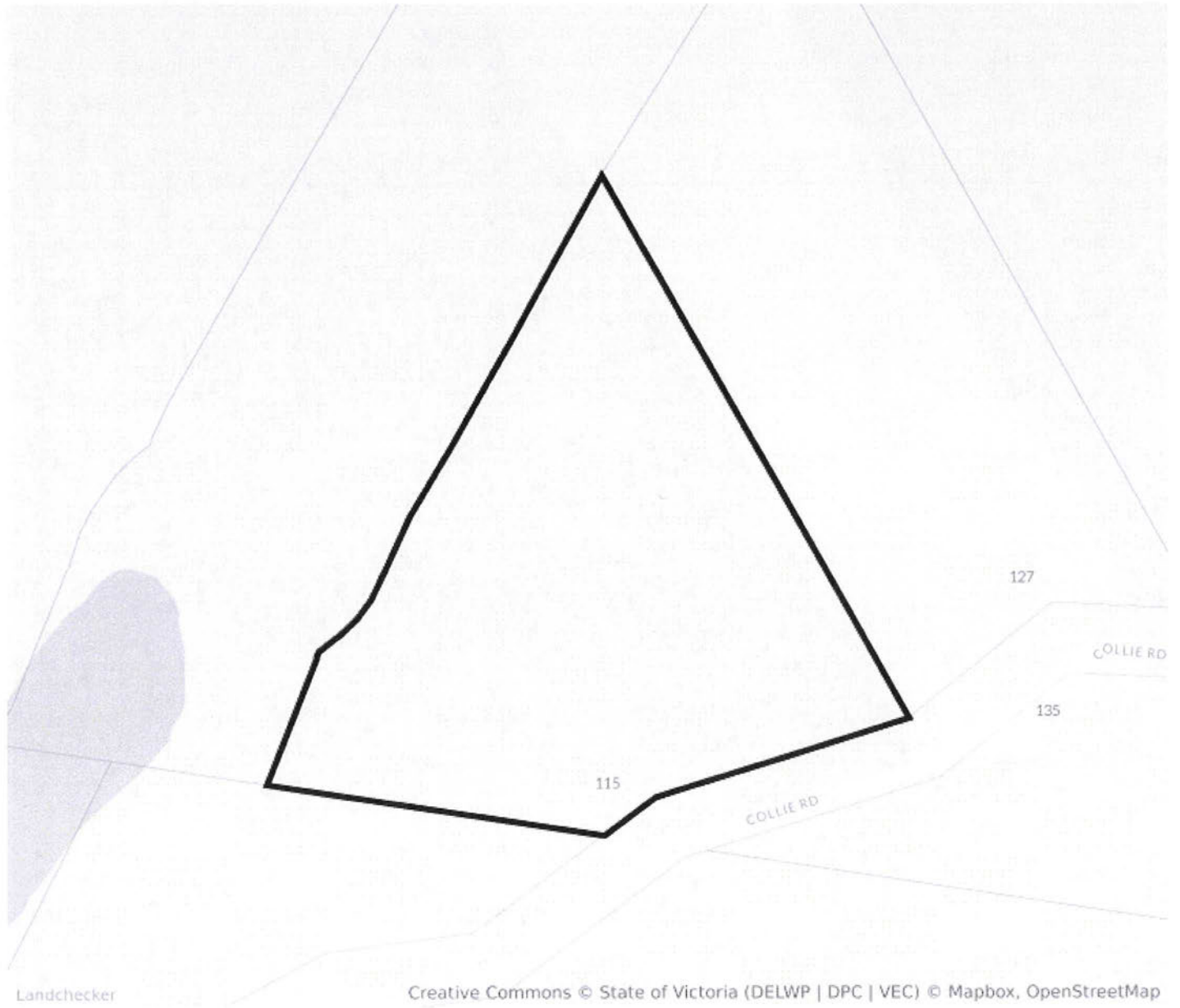
managed to ensure the long term protection, enhancement and sustainability of these ecological processes and the maintenance of biodiversity.

### LPP 42.01 Schedule 1 To Clause 42.01 Environmental Significance Overlay

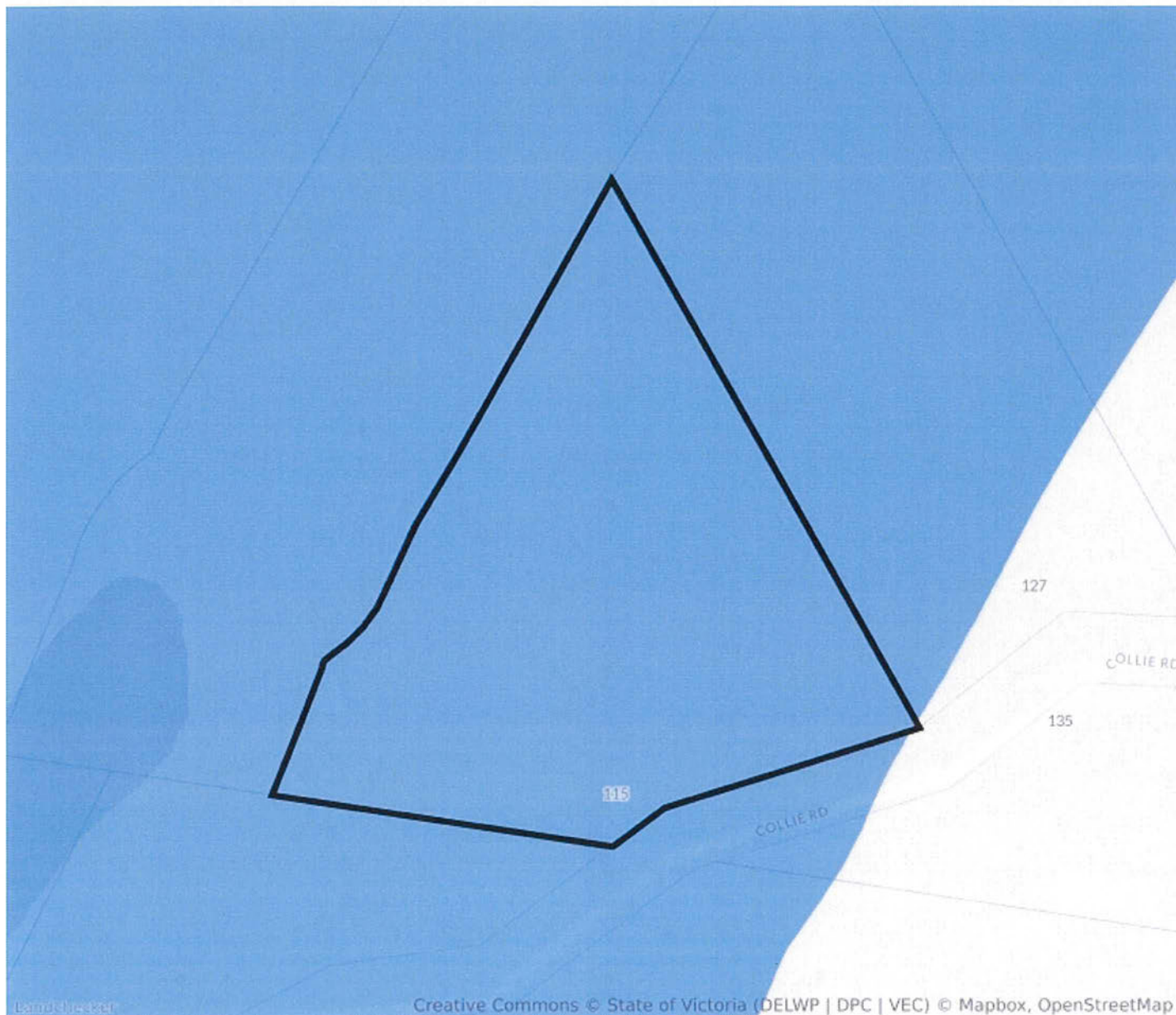
For confirmation and detailed advice about this planning overlay, please contact CARDINIA council on 1300787624.

# NEARBY OVERLAYS

115 Collie Road, Gembrook Vic 3783



There are no overlays in the vicinity



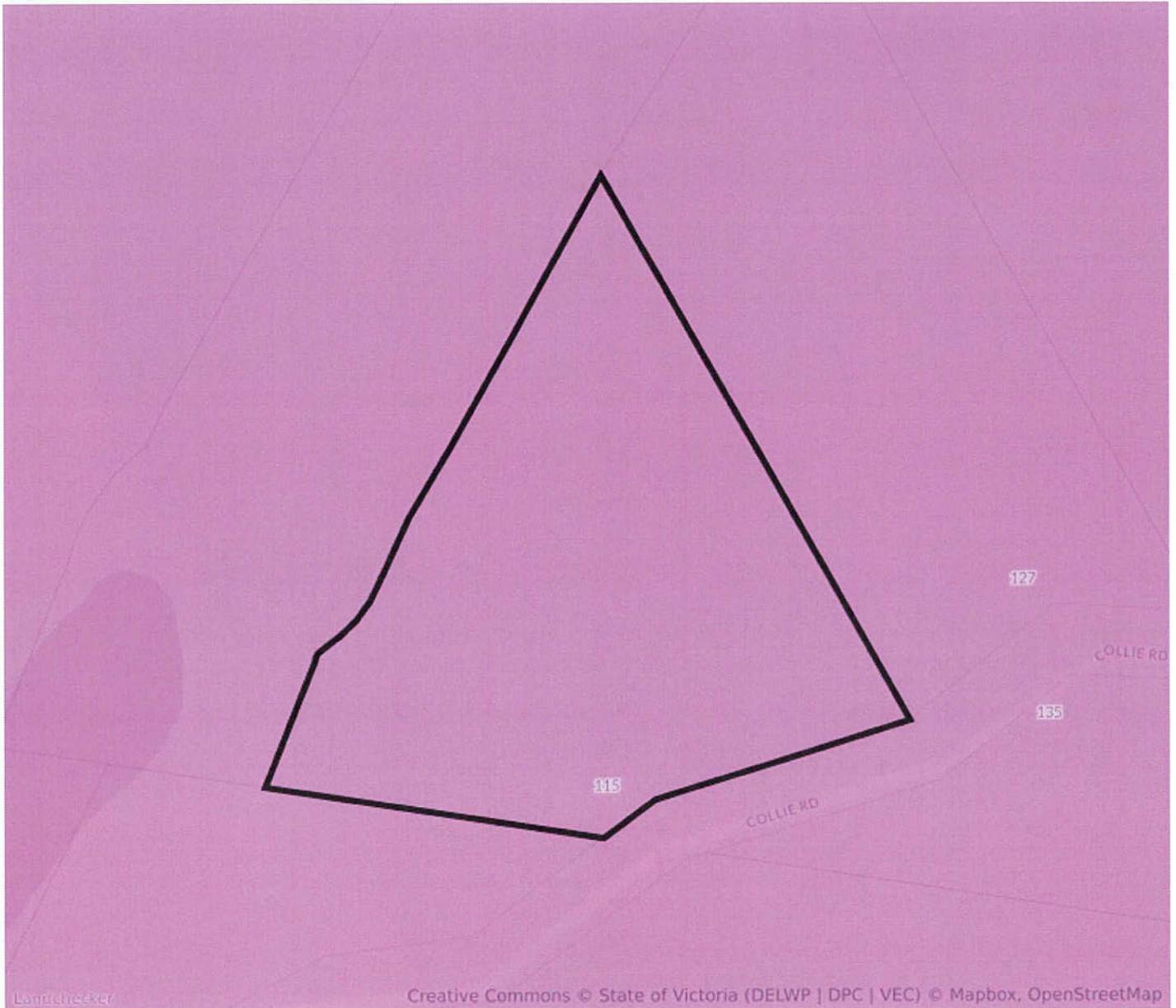
**Aboriginal Cultural Heritage Sensitivity**

This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact CARDINIA council on 1300787624.

# BUSHFIRE PRONE AREA

115 Collie Road, Gembrook Vic 3783

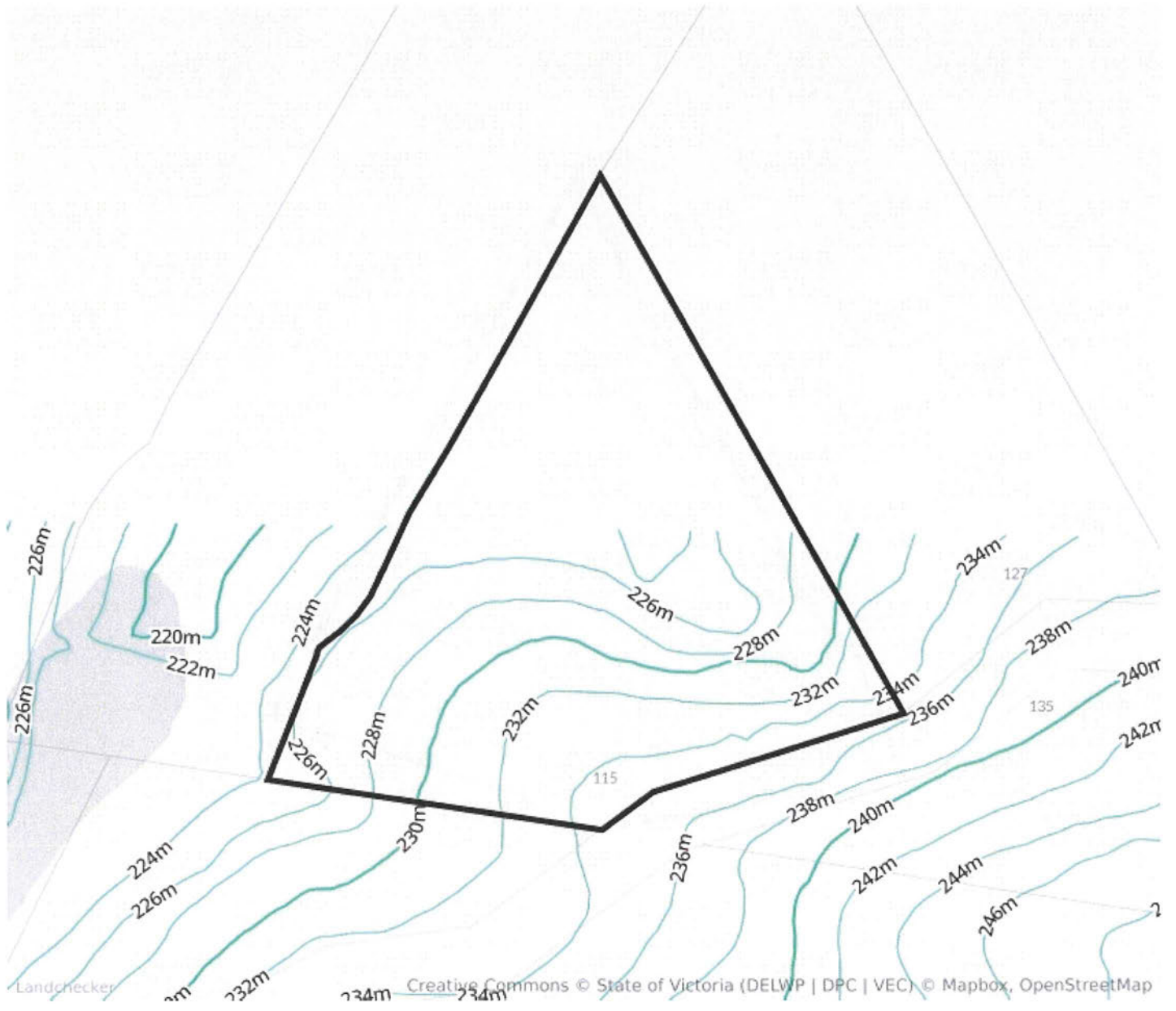


## **Bushfire Prone Area**

This property is within a zone classified as a bushfire prone area.

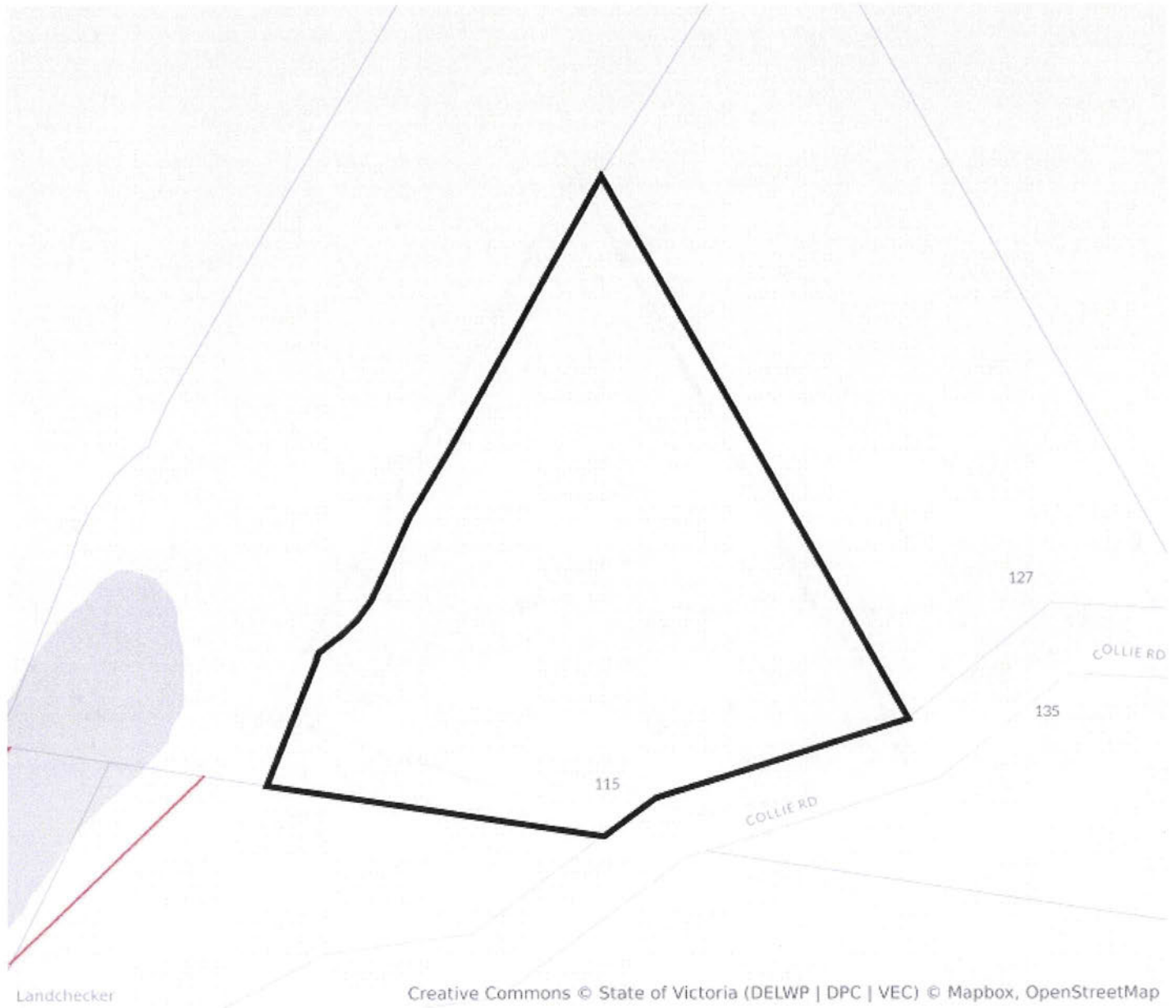
For confirmation and detailed advice about the bushfire prone area of this property, please contact CARDINIA council on 1300787624.





■ 1 - 5m Contours

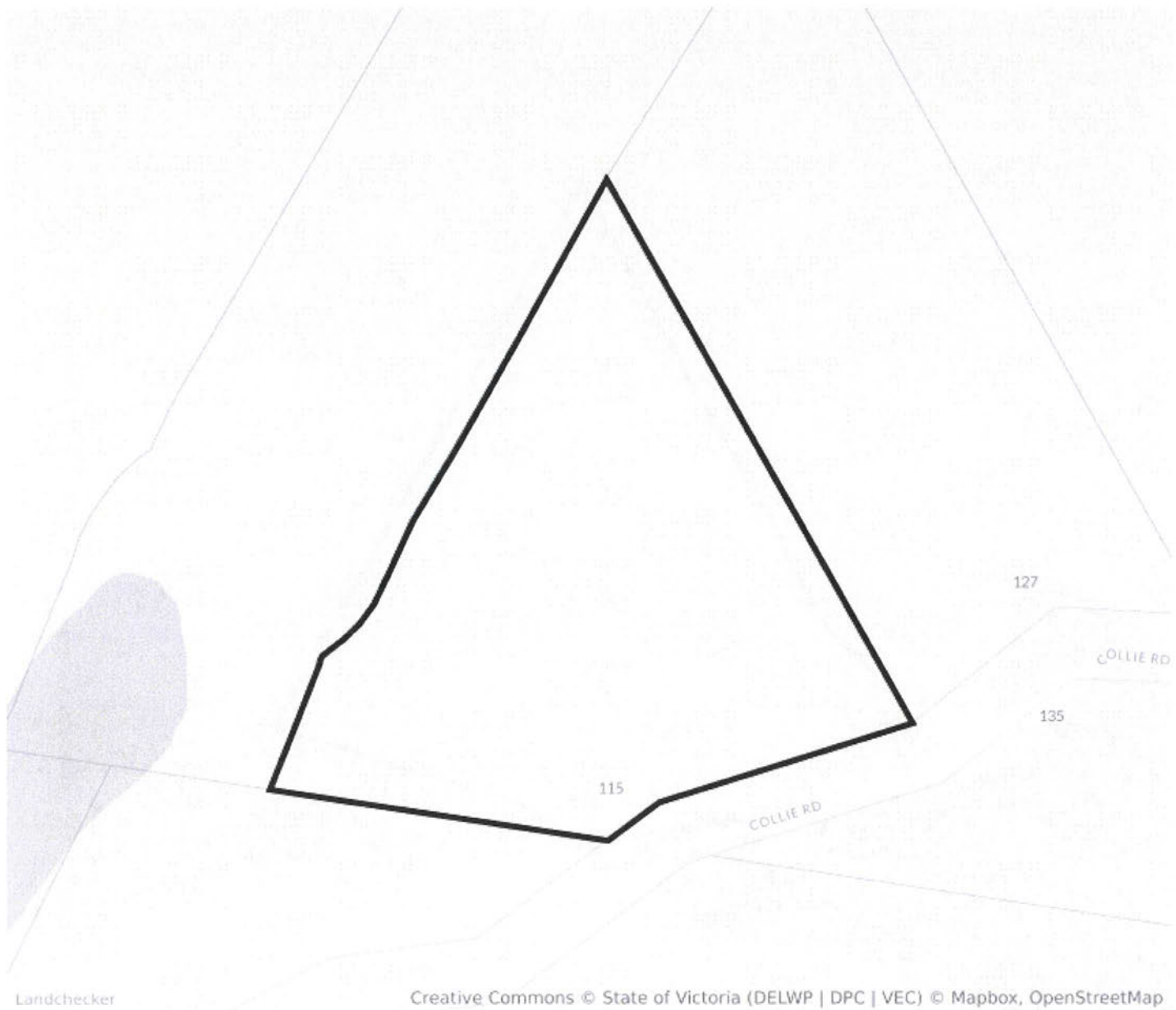
For confirmation and detailed advice about the elevation of the property, please contact CARDINIA council on 1300787624.



**Easements**

The easement displayed is indicative only and may represent a subset of the total easements.

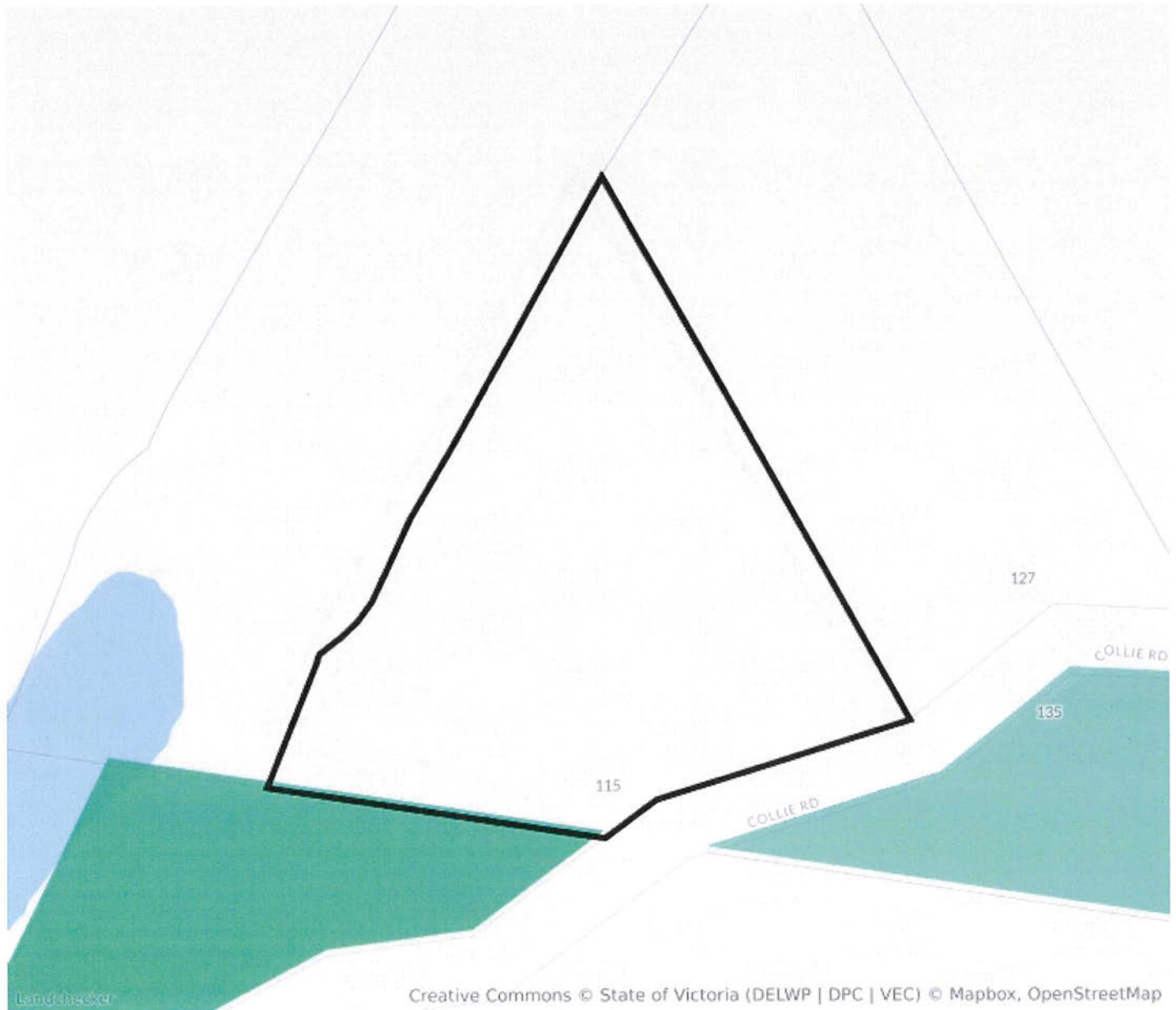
For confirmation and detailed advice about the easement on or nearby this property, please contact CARDINIA council on 1300787624.



No planning permit data available for this property.

# NEARBY PLANNING PERMITS

115 Collie Road, Gembrook Vic 3783



Status	Code	Date	Address	Description
APPROVED	T220497 - PCI	16/03/2023	<u>85 Collie Road, Gembrook</u>	T220497 PCI (Con. 01 CIP) - Plans to Comply Application
APPROVED	T220762	25/01/2023	<u>2905 Gembrook-Launching Place Road, Gembrook</u>	Buildings and Works (Construction of an External Staircase)
APPROVED	T220497	22/12/2022	<u>85 Collie Road, Gembrook</u>	Development of the land for an outbuilding (garage)
OTHER	T200446	13/04/2021	<u>2905 Gembrook-Launching Place Road, Gembrook</u>	Construction of a brewery and deck associated with the existing of the site as a restaurant
APPROVED	T200596	29/09/2020	<u>2905 Gembrook-Launching Place Road, Gembrook</u>	Development of the land for a deck (associated with an existing restaurant)
APPROVED	T190647	19/12/2019	<u>135 Collie Road, Gembrook</u>	Development of the land for an outbuilding
APPROVED	T140366 - PCI	15/07/2015	<u>138 Collie Road, Gembrook</u>	-
APPROVED	T140366	28/11/2014	<u>138 Collie Road, Gembrook</u>	The development of the land for a replacement dwelling (within a bushfire prone area) and

Status	Code	Date	Address	Description
				associated earthworks exceeding one (1) metre
APPROVED	T120047 - PC1	05/12/2012	<u>2905 Gembrook-Launching Place Road, Gembrook</u>	-
APPROVED	T120047	17/09/2012	<u>2905 Gembrook-Launching Place Road, Gembrook</u>	Sale and consumption of liquor - increase in liquor consumption area
APPROVED	T100232	30/07/2010	<u>2905 Gembrook-Launching Place Road, Gembrook</u>	Alterations & additions to the existing building.
OTHER	T070303a - 1	27/11/2007	<u>2925 Gembrook-Launching Place Road, Gembrook</u>	Development of the land for the purpose of a barn shed and two horse shelters.
APPROVED	T060656	17/01/2007	<u>2905 Gembrook-Launching Place Road, Gembrook</u>	Business Signage

For confirmation and detailed advice about this planning permits, please contact CARDINIA council on 1300787624.

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- b. contains data owned or licensed by our service providers that Landchecker Pty Ltd licences under the terms and conditions in the following links:
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  - iii. <https://www.mapbox.com/tos>, in respect of data supplied by Mapbox Inc.; and
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  - v. <https://www.corelogic.com.au/resources/pdf/misc/rp-data-terms-conditions-integrators.pdf>, in respect of data supplied by RP Data Pty Ltd trading as CoreLogic Asia Pacific (**CoreLogic**); and
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**RESIDENTIAL TENANCY AGREEMENT**

**THIS AGREEMENT** is made on the            day of January 2017 at            in the State of  
Victoria

**BETWEEN**

**TIM APPS**  
Of 1030 Korumburra Warragul Road, Ranceby, Victoria 3951  
**(THE LANDLORD)**

OF THE FIRST PART

A  
N  
D  
-

**KAFI O'CONNOR-WARD and RICHARD WARD**  
Of **115** Collie Road, Gembrook, Victoria  
3783  
**(THE**  
**TENANTS)**

OF THE SECOND PART

**1. PREMISES**


The landlord lets the residential premises known as **115** Collie Road, Gembrook, Victoria.

**2. RENT**

The rent amount is \$340.00 per week.

Weekly rental is payable in advance of each week for the term of this agreement.

The first rent payment of \$340.00 is due is on 25th January 2017.

The place of payment is LW & GJT Apps 

### **3. BOND**

The tenant must pay a bond of \$1,360.00 to the Landlord on 25th January 2017.

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 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.

### **4. PERIOD**

The period of this agreement is fixed commencing on the 25th January 2017 and ending on the 30th April 2017.

Page 2 of 3

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

### **5. CONDITION OF THE PREMISES**

The LANDLORD must-

- a. ensure that the premises are maintained in good repair; and
- b. if the LANDLORD owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

### **6. DAMAGE TO THE PREMISES**

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

### **7. CLEANLINESS OF THE PREMISES**

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

**9. QUIET ENJOYMENT**

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

**10. ASSIGNMENT OR SUB-LETTING**

- a. The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not 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.)

**SIGNED BY THE LANDLORD**     )  
**TIM APPS**                             )  
in the presence of :

.....

(Name of witness)

.....  
(Signature of witness)

**SIGNED BY THE TENANT** )  
**KAFI O'CONNOR-WARD** )  
in the presence of:

.....  
(Name of witness)

.....  
(Signature of witness)

**SIGNED BY THE TENANT** )  
**RICHARD**                      **WARD**  
) in the presence of:

.....  
(Name of witness)

.....  
(Signature of witness)

# Valuation, rates and charges notice

For period 1 July 2023 to 30 June 2024



ABN 32 210 906 807



Apps, G J & L W  
1030 Korumburra-Warragul Rd  
RANCEBY VIC 3951

Date of issue **21/08/2023**  
Property number **2193500400**

**Instalment 1**  
Due 30 September 2023 **\$616.00**

**Instalment 2**  
Due 30 November 2023 **\$616.00**

**Instalment 3**  
Due 28 February 2024 **\$616.00**

**Instalment 4**  
Due 31 May 2024 **\$616.50**

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



034  
1032581  
R4\_8601

## Rates and valuation information for your property

### Description and location of property

115 Collie Rd  
Gembrook 3783  
L4 LP58193

Capital Improved Value (CIV) as at 1 January 2023	\$935,000
Site Value (SV)	\$860,000
Net Annual Value (NAV)	\$46,750
Land Use Classification	Residential

### Australian Valuation Property Classification Code (AVPCC)

117 : Single Residential Accommodation - Residential Rural/Rural Lifestyle (0.4 to 20 Hectares)

Owner Name(s) Apps, G J & L W

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

### Rates and Charges

Base Rate	935000 x \$0.0020833	\$1,947.89
120lt Garbage & Recycling Charge	1 x \$348.60	\$348.60
State Fire Services Property Levy	935000 x \$0.000046 + \$125.00	\$168.01
<b>Total</b>		<b>\$2,464.50</b>

*PD \$616 30/9/23 Bank vic*



Scan here to pay



## Payment options

**BPAY**  
Billers code: **858944**  
Ref: **21935004008**

BPAY @ this payment via internet or phone banking  
BPAY View @ - view and pay this bill via internet banking  
BPAY View registration number 21935004008

**FlexiPay**  
Set up regular direct debit payments at [cardinia.vic.gov.au/flexipay](http://cardinia.vic.gov.au/flexipay)

**Post Billpay**  
Billpay Code: **0860**  
Ref: **2193 5004 0000 008**

Call 131 816 to pay over the phone  
Go to [postbillpay.com.au](http://postbillpay.com.au) or visit an Australia Post store

**POST billpay**



Instalment \*860 219350040000008

**centrelink** Set up regular Centrepay deductions from your Centrelink payments at [www.servicesaustralia.gov.au/centrepay](http://www.servicesaustralia.gov.au/centrepay) CRN: 555 012 959V



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



Call 131 816 to pay by credit card over the phone



To have your notice emailed  
Register at [cardinia.enotices.com.au](http://cardinia.enotices.com.au)  
Reference No: **3401EFFECZ**



To verify your property in MyCardinia use verification code: EE05  
[www.cardinia.vic.gov.au/mycardinia](http://www.cardinia.vic.gov.au/mycardinia)

# Your quarterly bill



567818-001 000367(735) R H3

MR G APPS  
1030 KORUMBURRA-WARRAGUL RD  
RANCEBY VIC 3951

Enquiries 1300 304 688  
Faults (24/7) 13 27 62

Account number 17 3948 0000  
Invoice number 1735 0906 78029  
Issue date 1 Sep 2023  
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due  
**\$16.31**

Due date  
**22 Sep 2023**

## Summary

<b>115 COLLIE RD, GEMBROOK</b>	
Property Number 1433 439, LP 58193	
Product/Service	Amount
Yarra Valley Water Total	<b>\$0.00</b>
Other Authority Charges	
Waterways Charge on behalf of Melbourne Water	\$16.31
<b>TOTAL (GST does not apply)</b>	<b>\$16.31</b>

## Payment summary

Last Account	\$60.20
Paid/Adjusted	-\$60.20
Balance	\$0.00
Total this Account	+\$16.31
Total Balance	\$16.31

No water usage has been charged on this account.

*Yr estimate 36524*



## How to pay



\*3042 173509067802 9



**Direct Debit**  
Sign up for Direct Debit at [yvw.com.au/directdebit](http://yvw.com.au/directdebit) or call **1300 304 688**.



**Centrelink**  
Arrange regular deductions from your Centrelink payments. Visit [yvw.com.au/paying](http://yvw.com.au/paying) CRN reference: **555 054 118T**



**EFT**  
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).  
Account name: **Yarra Valley Water**  
BSB: **033-885**  
Account number: **173989147**



**Credit card**  
Online: [yvw.com.au/paying](http://yvw.com.au/paying)  
Phone: **1300 362 332**



**Post Billpay®**  
Pay in person at any post office, by phone on **13 18 16** or at [postbillpay.com.au](http://postbillpay.com.au)  
Billier code: **3042**  
Ref: **1735 0906 78029**



**BPAY®**  
Billier code: **344366**  
Ref: **173 9480 0000**

MR G APPS  
Account number 17 3948 0000  
Invoice number 1735 0906 78029  
Total due **\$16.31**  
Due date **22 Sep 2023**  
Amount paid \$