

DATED

2019

LACHLAN JAMES LEE

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**VENDOR'S STATEMENT**

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Property  
**4 LOCH ARD PLACE, WARRNAMBOOL**

219 Koroit Street | WARRNAMBOOL VIC 3280  
DX 28001 WARRNAMBOOL

Tel: 03 5560 2000 | Fax: 03 5560 2099  
Ref: Vicki Wilson:191267

## **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            LACHLAN JAMES LEE**

**PROPERTY        4 LOCH ARD PLACE, WARRNAMBOOL**

### **1.       FINANCIAL MATTERS**

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

- (a)       Are contained in the attached copies.
- (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** - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:

Not applicable.

- 2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:  
Not applicable.

### 3. LAND USE

- 3.1 **Easements, Covenants or Other Similar Restrictions** 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** - information concerning the planning scheme is as follows:
- (a) Name of planning scheme: Warrnambool Planning Scheme
  - (b) Name of responsible authority: Warrnambool City Council
  - (c) Zoning of the land: General Residential Zone - Schedule 1 (GRZ1)
  - (d) Name of any planning overlay: N/A

### 4. NOTICES

- 4.1 **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 particulars are as follows:  
Nil.
- 4.2 **Livestock Disease or Contamination by Agricultural Chemicals** - particulars of any 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 are as follows:  
Nil.
- 4.3 **Compulsory Acquisition** - 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 land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

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

The land is not affected by the GAIC. There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*), certificate or notice relating to the GAIC applicable to the land.

**8. NON-CONNECTED SERVICES**

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

- (a) telephone services

**9. TITLE**

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:                      ..... / ..... / .....

Signature of the vendor:                      .....  
LACHLAN JAMES LEE

**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:       .....

# RESIDENTIAL TENANCY AGREEMENT

## Lease Renewal

Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008

This agreement is made on 05/02/2019

BETWEEN (landlord) **Lachlan Lee**

Whose agent is **LUDEMAN REAL ESTATE PTY LTD**  
122 Liebig Street Warrnambool 3280  
(03) 5561 2111  
ABN 42 499 005 946

AND (tenant) Name: **Tharaka De Silva**  
Address: **4 Lochard Place, WARRNAMBOOL, Vic, 3280**

### 1. PREMISES

The landlord lets the premises known as **4 Lochard Place, WARRNAMBOOL, Vic, 3280**

### 2. RENT

The rent amount is **\$300.00** per week, payable fortnightly in advance  
Place of payment: **122 Liebig Street Warrnambool 3280**

### 3. BOND

The tenant has paid a bond of **\$1,300.00** to the landlord/agent.

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 bond, the amounts they each contribute are listed here:

Name: _____	Amount: \$ _____
Name: _____	Amount: \$ _____
Name: _____	Amount: \$ _____

If the tenant does not receive the 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

(a) The period of the agreement is **12 months**

commencing on **05/02/2019**  
and  
ending on **04/02/2020**

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

16.4 If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you must have the service re-connected or repaired at your cost.

16.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

**17. My insurances for my premises**

17.1 If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased.

17.2 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.

17.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

**18. Light globes and fluorescent tubes at my premises**

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

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

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

**20. Damage to my premises**

20.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.

20.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.

20.3 When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.

20.4 If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

**21. You will indemnify me in certain circumstances if things go wrong at my premises**

21.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.

21.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

**22. Smoke detectors and heaters at my premises**

22.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.

22.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

22.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

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

23.1 You must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises.

23.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.

23.3 You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.

23.4 Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and 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.

23.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.

24. **Storage and removal of waste and rubbish at my premises**

24.1 You must store rubbish and waste in appropriate containers with close-fitting lids.

24.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.

24.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.

24.4 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.

25. **Hanging washing at my premises**

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

25.2 If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners' corporation rules.

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

26.1 If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.

26.2 These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.

26.3 If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.



- 26.4 If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.
27. **Pets at my premises**
- 27.1 Before you may have a pet of any description at my premises you must ask for permission in \*writing and receive it from me, or my managing agent.
- 27.2 I do not have to give you my permission. Nor does my managing agent have to give you permission. If permission is given, it may be on reasonable conditions.
- 27.3 If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.
28. **Assignments, subletting or abandoning my premises**
- 28.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, 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. You cannot use an SMS message to ask me for permission.
- 28.2 If you assign or sublet my premises without obtaining written permission beforehand or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -
- 28.2 (a) a pro-rata letting fee;
- 28.2 (b) advertising or marketing expenses;
- 28.2 (c) rental data base checks on applicants;
- 28.2 (d) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 28.3 Your obligation to pay me the expenses referred to in clauses 28.2 (a) to 28.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.
29. **If you intend to leave my premises when your tenancy ends**
- 29.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.
- 29.2 You tell me, or my managing agent, about your intention to leave by giving \*written notice in a form which is not an SMS message.
- 29.3 You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.
- 29.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to my or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.
30. **Remaining at my premises after your tenancy ends**
- 30.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or tell my managing agent.
- 30.2 You tell me, or my managing agent, about your intention to leave by giving \*written notice in a form that is not an SMS message.
31. **If I require my premises when your tenancy ends**
- 31.1 If I require my premises when your tenancy ends, I, or my managing agent, will tell you.
- 31.2 I, or my managing agent, will tell you by giving you \*written notice in a form that is not an SMS message.
32. **Changing the locks and alarm code at my premises**
- 32.1 You may change the locks at my premises.

- 32.2 If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 32.3 You may change the code of an alarm at my premises.
- 32.4 If you change the code, you must tell me or my managing agent in \*writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.
33. **'To Let', 'auction' and 'for sale' signs at my premises**
- 33.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premise.
- 33.2 You will allow me, or my estate agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premise.
34. **Owners corporation rules and my premises**
- 34.1 If there is an owners' corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 34.2 You must comply with the rules of the owners' corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 34.3 You do not have to contribute to owners' corporation capital costs or other expenses payable by me.
35. **You cannot use your bond to pay your rent for my premises**
- 35.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 35.2 You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.
36. **Increasing the rent for my premises**
- 36.1 If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.
- 36.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days' notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 36.3 If this is a periodic residential tenancy agreement -
- (a) if I propose to increase your rent; I will give you at least 60 days' notice; and
- (b) the notice I give you will be in the form prescribed for the purpose.
- 36.4 I acknowledge I must not increase your rent at intervals of less than 6 months.
37. **Receipt of condition report / statement of rights and duties for my premises**
- 37.1 You acknowledge before you took occupation of my premises, you received from me or my managing agent -
- (a) two copies of a condition report signed by me or by my managing agent; and
- (b) a written guide authorised and published by the Victorian Government, known as

'the redbook', setting out my rights and duties as your landlord and your rights and duties as my tenant.

**38. Cleaning carpets on vacating my premises**

If new carpet has been installed or the existing carpet professionally dry or steam cleaned at the commencement of the tenancy, the tenant will have the carpet professionally dry or steam cleaned upon vacating my premises and provide my agent with a receipt for payment of the work.

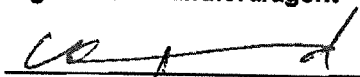
**39. Pests**

The tenant will be responsible for the extermination of all pests including but not limited to rats, mice, fleas, cockroaches, ants, bees, wasps etc. that may infest the premises whilst the tenant is in possession.

**40. AirBnB**

The tenant will not conduct an AirBnB under any circumstances out of the premises without written permission from the landlord.

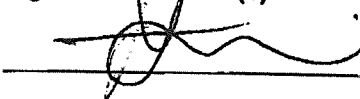
**Signature of landlord/agent**



Name: Catherine Dorward

Date: 15, 2, 19

**Signature of tenant(s)**



Name: Tharaka De Silva

Date: 19, 12, 19

**LANDLORD/AGENT TO COMPLETE:**

**URGENT REPAIRS:**

The agent can authorise urgent repairs.

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

The agent's telephone number for urgent repairs is: **0417 113 832**

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

VOLUME 10737 FOLIO 496

Security no : 124080031028F

Produced 31/10/2019 03:54 PM

LAND DESCRIPTION

Lot 17 on Plan of Subdivision 501645J.

PARENT TITLES :

Volume 00867 Folio 201      Volume 10303 Folio 817

Created by instrument PS501645J 09/07/2003

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

LACHLAN JAMES LEE of 400 KEILAMBETE ROAD TERANG VIC 3264

AC345597V 18/09/2003

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AC345598T 18/09/2003

COMMONWEALTH BANK OF AUSTRALIA

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 PS501645J 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: 4 LOCH ARD PLACE WARRNAMBOOL VIC 3280

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA

Effective from 23/10/2016

DOCUMENT END

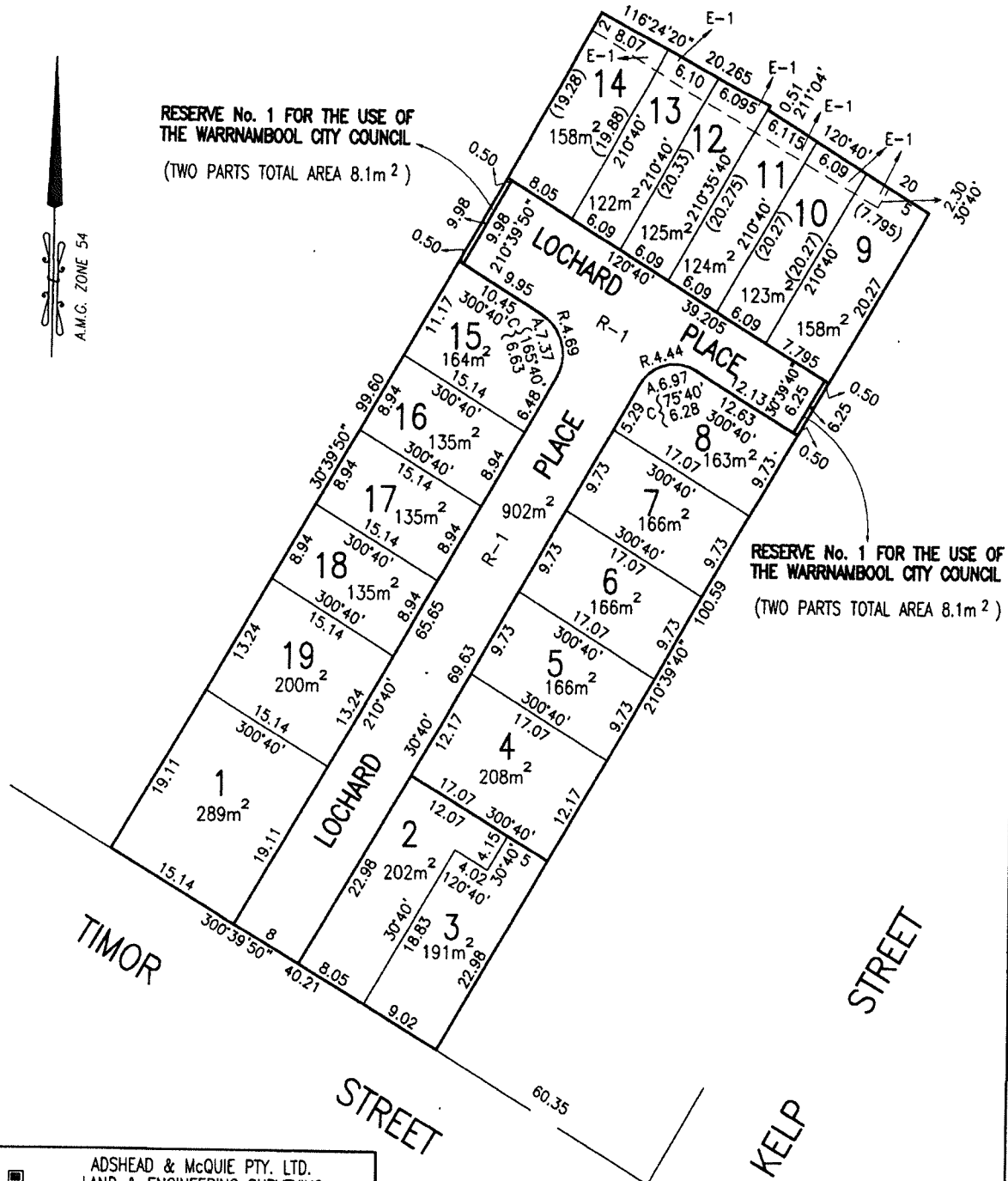
Delivered from the LANDATA® System by InfoTrack Pty Ltd

PLAN OF SUBDIVISION				STAGE NO. <div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div>	LTO use only <b>EDITION</b>	Plan Number <b>PS 501645J</b>
Location of Land Parish: Wangoom Part of Atkinsons Special Survey Township: Warrnambool Section: 9 Crown Allotment: 18 and 19 Crown Portion: -  LTO Base Record: DMB Title Reference: Vol.867 Fol.201 Vol.10303 Fol.817  Last Plan Reference: B.P. 1570 Postal Address: 72-76 Timor Street, Warrnambool, 3280 (at time of subdivision)  AMG Co-ordinates (of approx. centre of land in plan)      E 629,700      N 5,750,050      Zone: 54				Council Certificate and Endorsement Council Name: Warrnambool City Council      Ref: 17103 <div style="font-size: small;">1. This plan is certified under section 8 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 8      /      /</del> <del>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del> <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has-not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage.....  Council delegate <del>Council seal</del> Date 13/6/2003 Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date      /      /</div>		
Vesting of Roads and/or Reserves				Notations		
Identifier	Council/Body/Person					
Reserve No.1	Warrnambool City Council					
Road R-1				Staging      This is not a staged subdivision. Planning Permit No.		
				Depth Limitation: Does not apply.		
Survey      This plan is based on survey.  This survey has been connected to permanent marks No.(s) 267, 354 & 471 in Proclaimed Survey Area No. 23						
Easement Information						
Legend:      E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement. A - Appurtenant Easement      R - Encumbering Easement (Road).						
Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan.						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of		
E-1	Drainage	Varies	This Plan	Warrnambool City Council		
	Sewerage	Varies	This Plan	South West Water Authority		
R-1	Drainage, Sewerage, Water Gas, Electricity, Telephone, Data Transmission & Carriageway	Varies	This plan	Lots on this plan		
LTO use only Statement of Compliance/ Exemption Statement  Received <input checked="" type="checkbox"/> Date 3/7/03  LTO use only PLAN REGISTERED TIME 5:34pm DATE 9/07/03 <div style="text-align: right; font-size: small;">K. Osborn Assistant Registrar of Titles</div>						
Sheet 1 of 2 Sheets						
ADSHEAD & McQUIE PTY. LTD. LAND & ENGINEERING SURVEYING CONSULTANTS, PLANNERS 34 KEPLER STREET, WARRNAMBOOL, 3280 TEL.55623752 FAX.55611659 A.C.N.005064960 EMAIL ADDRESS adsmcq@w160.cone.net.au			LICENSED SURVEYOR (PRINT)      JOHN SZIAJ  SIGNATURE ..... DATE      /      /  REF: 1476/1      VERSION: 05			
DATE      /      / COUNCIL DELEGATE SIGNATURE <div style="font-size: x-small;">Original sheet size A3</div>						

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 501645J
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RESERVE No. 1 FOR THE USE OF  
THE WARRNAMBOOL CITY COUNCIL  
(TWO PARTS TOTAL AREA 8.1m<sup>2</sup>)



RESERVE No. 1 FOR THE USE OF  
THE WARRNAMBOOL CITY COUNCIL  
(TWO PARTS TOTAL AREA 8.1m<sup>2</sup>)

**ADSHEAD & McGUIRE PTY. LTD.**  
LAND & ENGINEERING SURVEYING  
CONSULTANTS, PLANNERS  
34 KEPLER STREET, WARRNAMBOOL, 3280.  
TEL 55623752 FAX 55611659 A.C.N. 005064960  
EMAIL adsmcq@w160.aone.net.au

ORIGINAL	SHEET SIZE A3	SCALE 1:400	SCALE 4 0 4 8 12 16 20 LENGTHS ARE IN METRES
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LICENSED SURVEYOR (PRINT) JOHN SZMAJ	SIGNATURE	DATE / /
REF 1476/1	VERSION 05	

Sheet 2 of 2 sheets
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

0 10 20 30 40 50 60 70 80 90 100 mm

1476S2V05.DWG





**WARRNAMBOOL**  
CITY COUNCIL

Civic Centre 25 Liebig Street  
Warrnambool Victoria Australia  
PO Box 198 Warrnambool VIC 3280

Telephone 1300 003 280  
Facsimile (03) 5559 4900  
SMS 0429 709 146

Website [www.warrnambool.vic.gov.au](http://www.warrnambool.vic.gov.au)  
ABN 44 594 264 321



Mr Lachlan J Lee  
400 Keilambete Rd  
TERANG VIC 3264



034  
R0\_25130

Issued 07/08/2019

## Rates & Charges Balance

Description and location of the property  
4 Loch Ard Pl WARRNAMBOOL VIC 3280  
PS501645J L17  
AVPCC: Single Unit/Villa Unit/Townhouse

**\$2,141.60**

SITE VALUE 154,000  
CAPITAL IMPROVED VALUE 361,000  
NET ANNUAL VALUE 18,050

## Summary of Charges Levied and Outstanding

Other Land Rate	361000 @ .003726	
Municipal Charge	1 @ \$271.70	\$1,345.09
Waste Management Charge	1 @ \$389.98	\$271.70
		\$389.98
Fire Service Levy Residential Fixed	1 @ \$111	\$111.00
Fire Service Levy Residential Variable	361000 @ .000066	\$23.83
<b>Rates &amp; Charges Balance</b>		<b>\$2,141.60</b>

### Installments

2nd Instalment \$535.00	Due 30/11/2019
3rd Instalment \$535.00	Due 28/02/2020
4th Instalment \$535.00	Due 31/05/2020

If payment is not received by the due date, your account will incur interest at 10% on the current balance from due date until payment is up to date.

**1st Instalment Amount**

**30/09/2019**

**\$536.60**

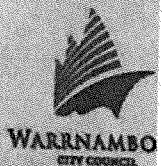
## Payment Options - see reverse

Ratepayer: Mr Lachlan J Lee

Assess No. 142664



Biller Code: 94276  
Cust Ref No 1426642



BPAY this payment via Internet or phone banking.  
BPAY View®- View and pay this bill using internet banking.  
BPAY View Registration No.: 1426642



Post Billpay  
Billpay Code: 2395  
Ref: 142 6642

Pay in person at any post office,  
phone 13 18 16 or go to  
[postbillpay.com.au](http://postbillpay.com.au)

Amount  
**\$536.60**

Due by  
**30/09/2019**



2395 142664 2



Amount  
\$536.60

\$535.00

# wannonWATER

Wannon Region Water Corporation  
ABN 94 007 404 851

## TAX INVOICE / STATEMENT

L J Lee  
'Lakeview'  
400 Kellambete Rd  
TERANG VIC 3264

1300 926 666  
www.wannonwater.com.au  
Date of issue: 31 Jul 2019  
Next Reading: 30 Oct 2019

Account Number  
**52-1178-0150-01-1**  
Invoice Number  
**3857405**  
Amount Payable  
**\$ 215.11**  
Payment Due  
**28 August 2019**

Service Address: 4 Lochard Pl, Warrnambool VIC 3280

Classification: Residential

Opening Balance	\$225.68
Payment received on 4 Jun 2019	\$225.68 CR
Balance	\$0.00
Current Charges	\$40.12
Water Service	\$174.99
Sewerage Service	\$215.11
Total	\$215.11

Total Amount Due \$215.11  
Total includes GST of \$0.00

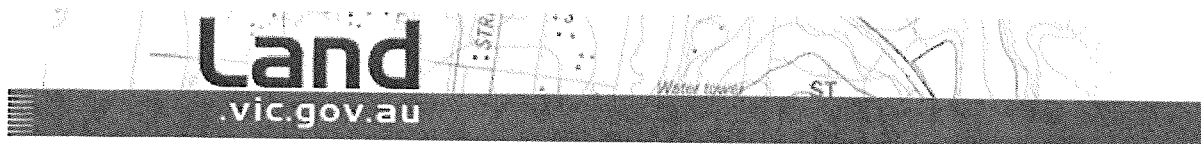
Av. Daily Use 0.000 kL/day  
Av. Daily Cost \$2.47/day

Keeping your water and sewerage bills affordable

**\$275**  
average  
quarterly bill for  
home owners

**\$51**  
average  
quarterly bill for  
tenants



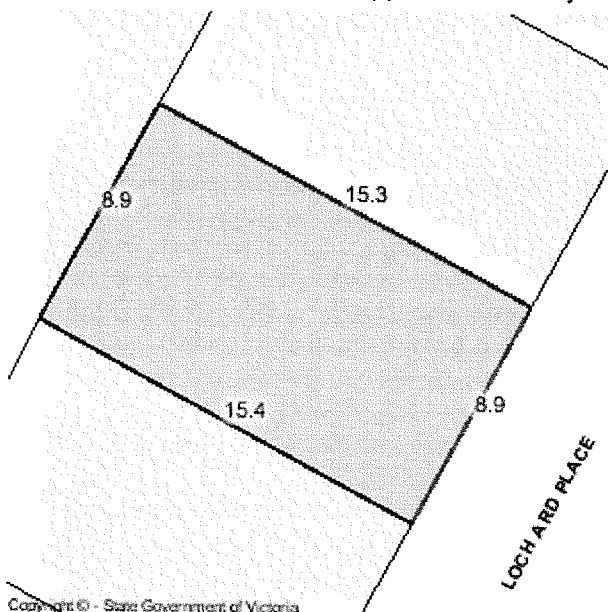
**Property Report** from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 31 October 2019 03:45 PM**Address:** 4 LOCH ARD PLACE WARRNAMBOOL 3280**Lot / Plan:** Lot 17 PS501645**SPI (Standard Parcel Identifier):** 17\PS501645**Local Government (Council):** WARRNAMBOOL **Council Property Number:** 142664**Directory Reference:** VicRoads 515 L9**This property is not in a designated bushfire prone area.****No special bushfire construction requirements apply. Planning provisions may apply.**

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

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**Site Dimensions**

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

**Area:** 137 sq. m**Perimeter:** 49 m

For this property:

— Site boundaries

— Road frontages

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

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

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**Parcel Details**

Lot/Plan or Crown Description	SPI
Lot 17 PS501645	17\PS501645

---

**State Electorates****Legislative Council:** WESTERN VICTORIA**Legislative Assembly:** SOUTH-WEST COAST**Utilities****Rural Water Corporation:** Southern Rural Water**Urban Water Corporation:** Wannon Water

**Melbourne Water:** outside drainage boundary

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

---

## Planning Zone Summary

**Planning Zone:**

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1  
(GRZ1)

**Planning Overlay:**

None

**Areas of Aboriginal Cultural Heritage Sensitivity:** All or part of this property is an 'area of cultural heritage sensitivity'.

---

## Further Planning Information

Planning scheme data last updated on 30 October 2019.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State, local, particular and general provisions of the local planning scheme that may affect

the use of the 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 & Environment Act 1987.

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

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

The Planning Property Report includes separate maps of zones and overlays

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

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

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Areas of Aboriginal Cultural Heritage Sensitivity

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2007, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2007, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered.

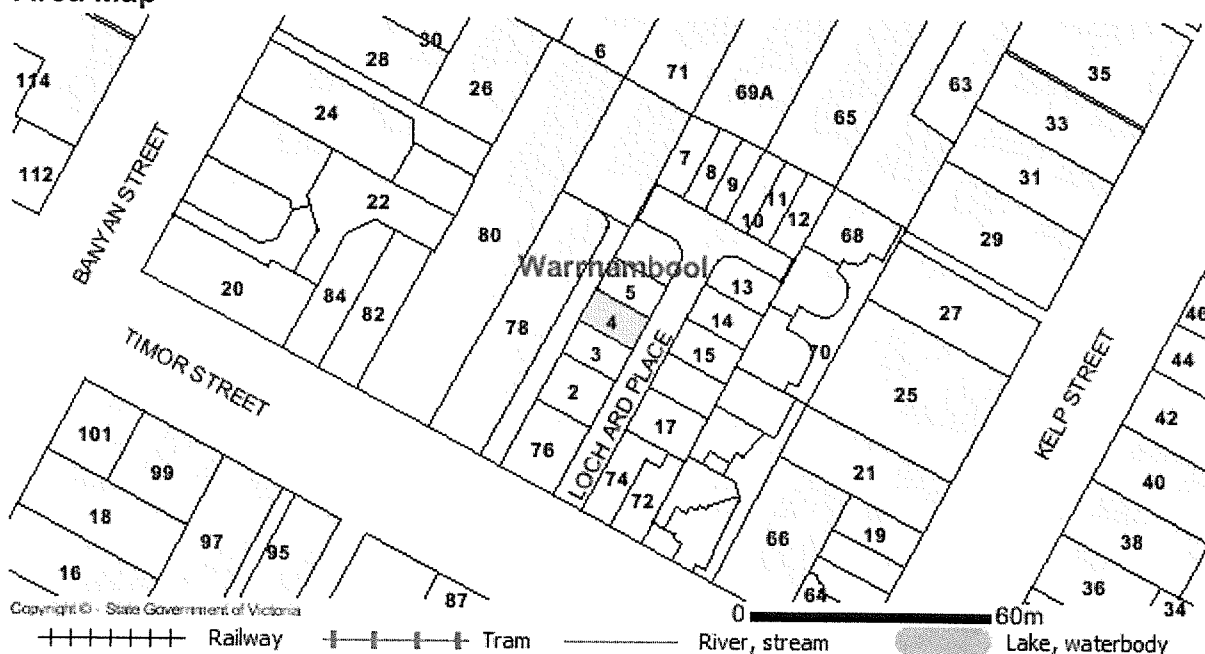
One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2007, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

### Area Map



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# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 31 October 2019 03:46 PM

## PROPERTY DETAILS

Address: **4 LOCH ARD PLACE WARRNAMBOOL 3280**  
Lot and Plan Number: **Lot 17 PS501645**  
Standard Parcel Identifier (SPI): **17\PS501645**  
Local Government Area (Council): **WARRNAMBOOL**  
Council Property Number: **142664**  
Planning Scheme: **Warrnambool**  
Directory Reference: **VicRoads 515 L9**

[www.warrnambool.vic.gov.au](http://www.warrnambool.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/warrnambool](http://planning-schemes.delwp.vic.gov.au/schemes/warrnambool)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Urban Water Corporation: **Wannon Water**  
Melbourne Water: **outside drainage boundary**  
Power Distributor: **POWERCOR**

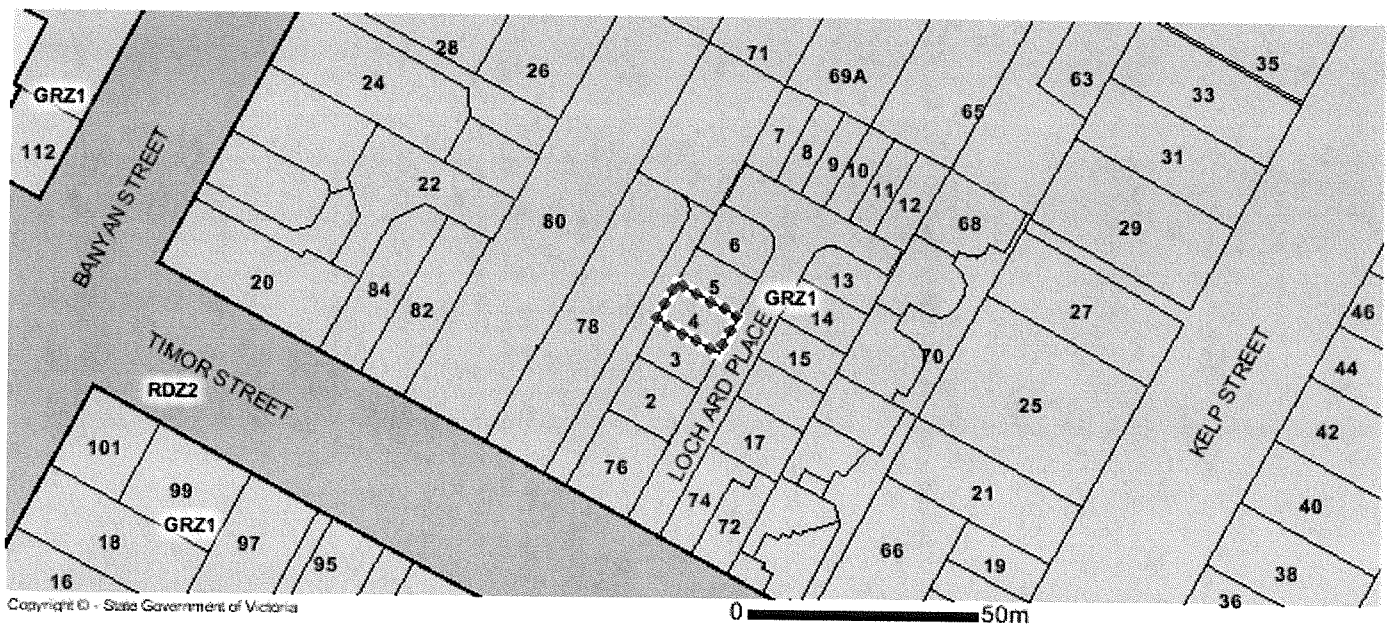
## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
Legislative Assembly: **SOUTH-WEST COAST**

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



Copyright © - State Government of Victoria

C1Z - Commercial 1

GRZ - General Residential

RDZ2 - Road - Category 2

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

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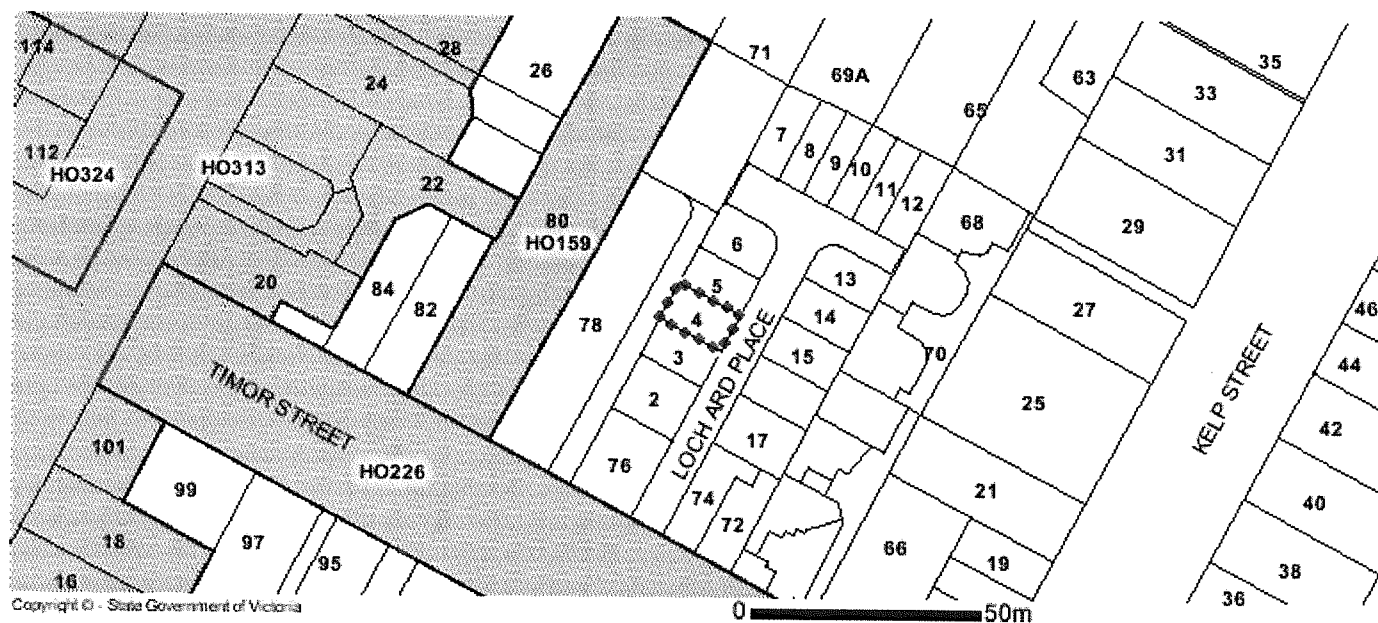
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 4 LOCH ARD PLACE WARRNAMBOOL 3280

## Planning Overlay

None affecting this land - there are overlays in the vicinity

### HERITAGE OVERLAY (HO)



HO - Heritage

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

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

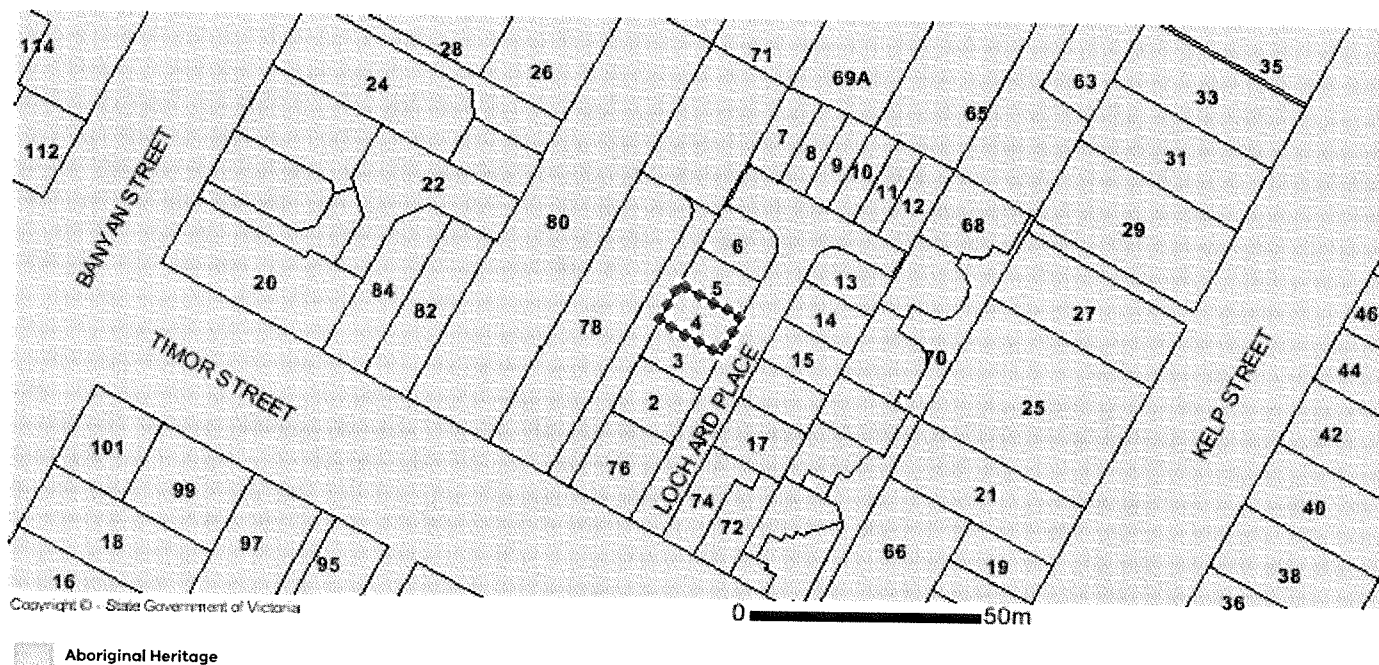
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>



## Further Planning Information

Planning scheme data last updated on 30 October 2019.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <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>

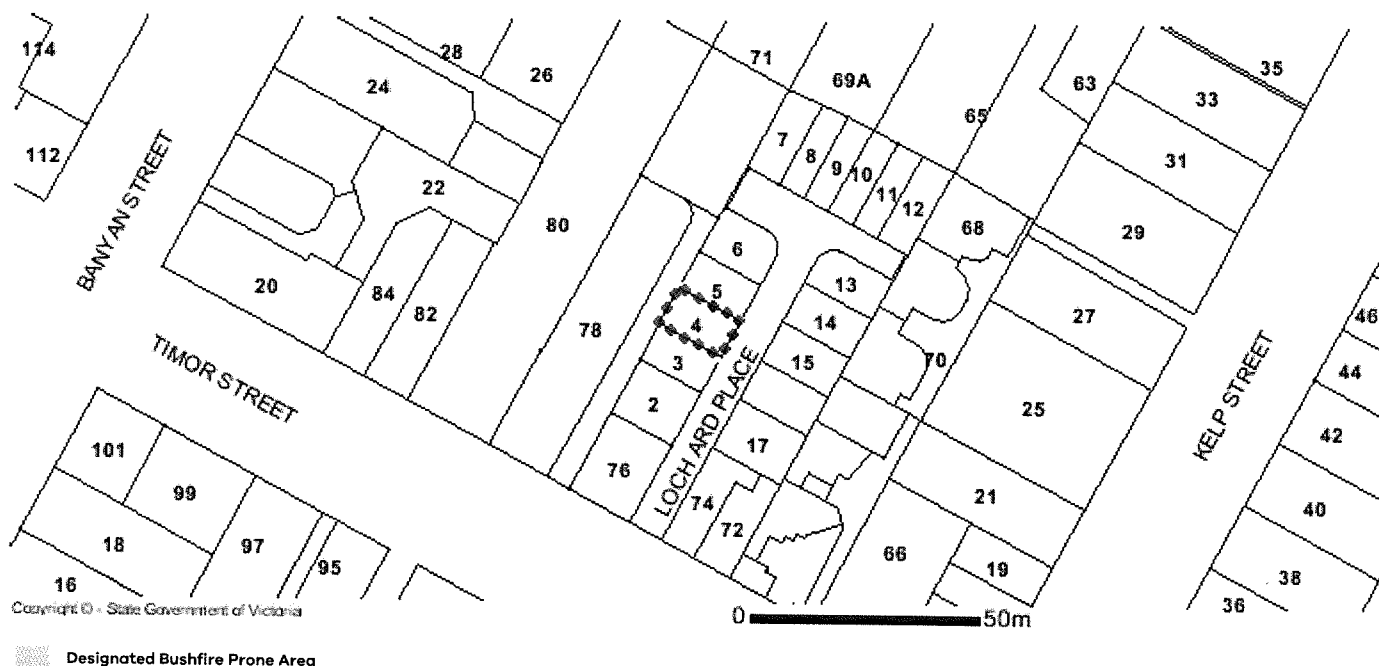
For details of surrounding properties, use this service to get the Reports for properties of interest.

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>

## Designated Bushfire Prone Area

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



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

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

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



# 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.