

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.

Land

19 Henderson Street, Ouyen 3490

Vendor's name

Vinaur Investments Pty Ltd (ACN 626 388 252) as trustee for Vinaur Investment Trust

Date

01/03/20

Vendor's signature

Vinaur Investments Pty Ltd

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) Are contained in the attached certificate/s.

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

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. **NOTICES**

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

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. **BUILDING PERMITS**

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

Not Applicable.

6. **OWNERS CORPORATION**

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

Not Applicable.

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

Not applicable.

8. **SERVICES**

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/> Bottled Gas	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" 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 1000m²; (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.)

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

1. Due diligence checklist;
2. Title statement volume 08155 folio 537;
3. Covenant 1429482;
4. Plan LP011312;
5. Planning property report;
6. Land information certificate;
7. Water information statement;
8. Land tax clearance certificate;
9. Lease agreement.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)



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VOLUME 08155 FOLIO 537

Security no : 124081597035Y
Produced 12/02/2020 10:49 AM

LAND DESCRIPTION

Lot 5 Block 3 on Plan of Subdivision 011312.
PARENT TITLE Volume 05580 Folio 889
Created by instrument A388198 19/08/1957

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
VINAUR INVESTMENTS PTY LTD of 22 FULLHAM GROVE RESERVOIR VIC 3073
AR725580R 05/12/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR875511W 25/01/2019
AFSH NOMINEES PTY LTD

COVENANT 1429482

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 LP011312 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: 19 HENDERSON STREET OUYEN VIC 3490

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 25/01/2019

DOCUMENT END



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3065566

1429482

Byrne
E. M. TOBIN LL.B. SOLICITOR, OUYEN.



paid

V I C T O R I A .



TRANSFER OF LAND



I, HAROLD GLOWREY of Ouyen in the State of Victoria Farmer being registered as the Proprietor of an estate in fee-simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of FIFTY POUNDS paid to me by ALFRED DAVID BOOTH formerly of Ouyen in the said State but now of Kulwin in the said State Contractor DO HEREBY TRANSFER to the said ALFRED DAVID BOOTH all my estate and interest in the surface and down to a depth of fifty feet below the surface or ALL THAT piece of land in the Mallee Country of the State of Victoria being Lot Five Section Three on Plan of Subdivision 11312 lodged in the Office of Titles and being part of Crown allotment Seven B Parish of Ouyen County of Karkaroo and being part of the land comprised in Crown Grant entered in the Register Book at the Office of Titles Volume 5075 Folio 1014925 and I the said ALFRED DAVID BOOTH with the intent that the benefit of this covenant shall be attached to and run at law and in equity with the land contained in the said Crown Grant excepting thereout the land hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the land hereby transferred DO HEREBY for myself my heirs executors administrators and transferees or other the registered proprietor or proprietors for the time being of the said land hereby transferred covenant with the said Harold Glowrey and his heirs executors administrators and transferees registered proprietor or proprietors respectively for the time being ~~of~~ ^{now comprised} of the land described in the said Crown Grant excepting thereout the said land hereby transferred and I the said Alfred David Booth my heirs executors administrators and transferees will not excavate carry away or remove any earth marl stone clay gravel or sand from the said lot except for the purposes of excavating for foundations of any buildings to be erected thereon or permit or allow the said lot to be used for the manufacture or winning of any bricks tiles or pottery ware or erect upon the said Lot any building other than a dwelling house with the usual appurtenances and that the actual cost of the erection of such building (including out-buildings) shall not be less than Three hundred pounds and I request this covenant shall be noted on and appear as an encumbrance on every Certificate of Title to issue in respect of the said Lot hereby transferred.

amt 6 111.01

Depth (50) 50 ft back 4 1/2

depth area being the out house 19.9.29

Handwritten signatures and dates: 23.9.29

IMAGED

70400

SPM 11

DATED this seventeenth day of July One thousand nine hundred and twenty nine.

SIGNED by the said HAROLD GLOWREY }
in Victoria in the presence of }

H Glowrey

E. E. Clump. J.P.

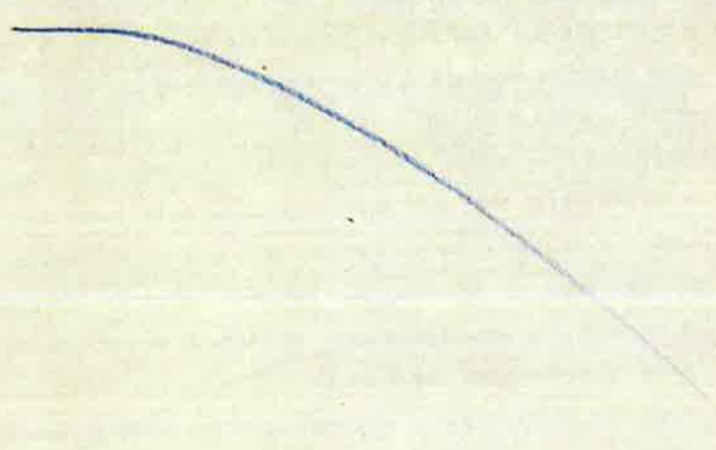
SIGNED by the said ALFRED DAVID BOOTH }
in Victoria in the presence }
of *F. Hiron*

Alfred David Booth

F. H. Hiron
Commissioner for
taking Affidavits
and
Declarations for
taking affidavits

ENCUMBRANCES REFERRED TO.

N I L.



DATED 17th day of July 1929.

MR. H. GILMORE

TO

MR. ALFRED DAVID BOOTH

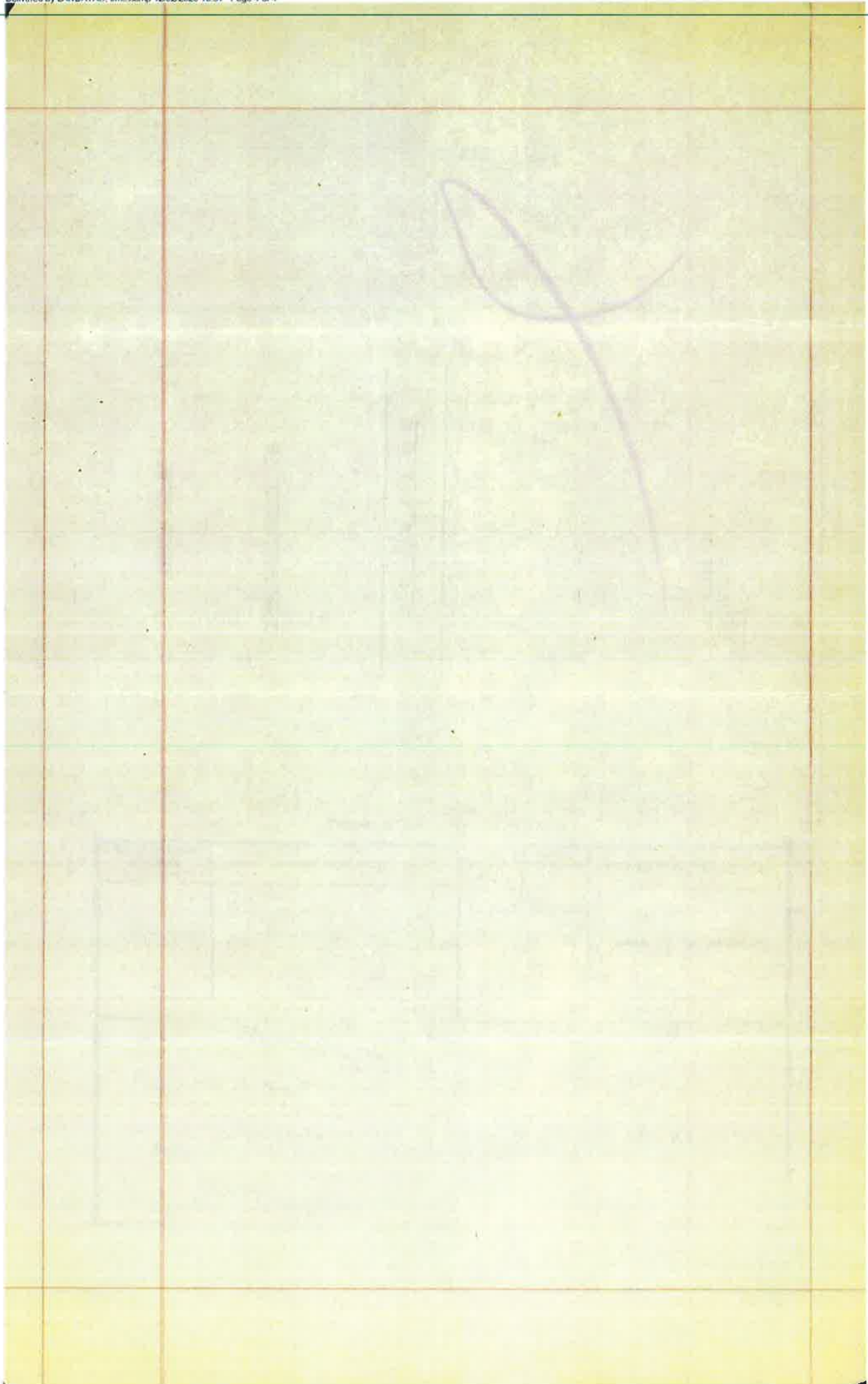
T R A N S F E R.

E. M. ROBIN LL. B.,
SOLICITOR,
OTTEN.

MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OF SYMBOL THEREON
TRANSFER AS TO PART	THE 10 th DAY OF September 1929	Alfred David Booth	1429482
<p style="text-align: center;"><i>J. Marshall</i> ASSISTANT REGISTRAR OF TITLES</p> <p>I DO HEREBY CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME AND PLACE INDICATED IN THE REGISTER BOOK VOL. 5075 FOL. 104925</p> <p style="text-align: center;"><i>J. Marshall</i> ASSISTANT REGISTRAR OF TITLES</p>			

[Handwritten initials]





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Plan of Subdivision of CROWN ALLOT. 7B Parish of OUYEN County of KARKAROO LAND IN THE MALLEE COUNTRY FOR THE PURPOSES OF THE LAND ACT

LP 11312

EDITION 2

PLAN MAY BE LODGED 23-2-1926

COLOUR CODE

BR = BROWN

ROADS COLOURED BROWN

Measurements are in Links

Conversion Factor

LINKS X 0.201168 = METRES

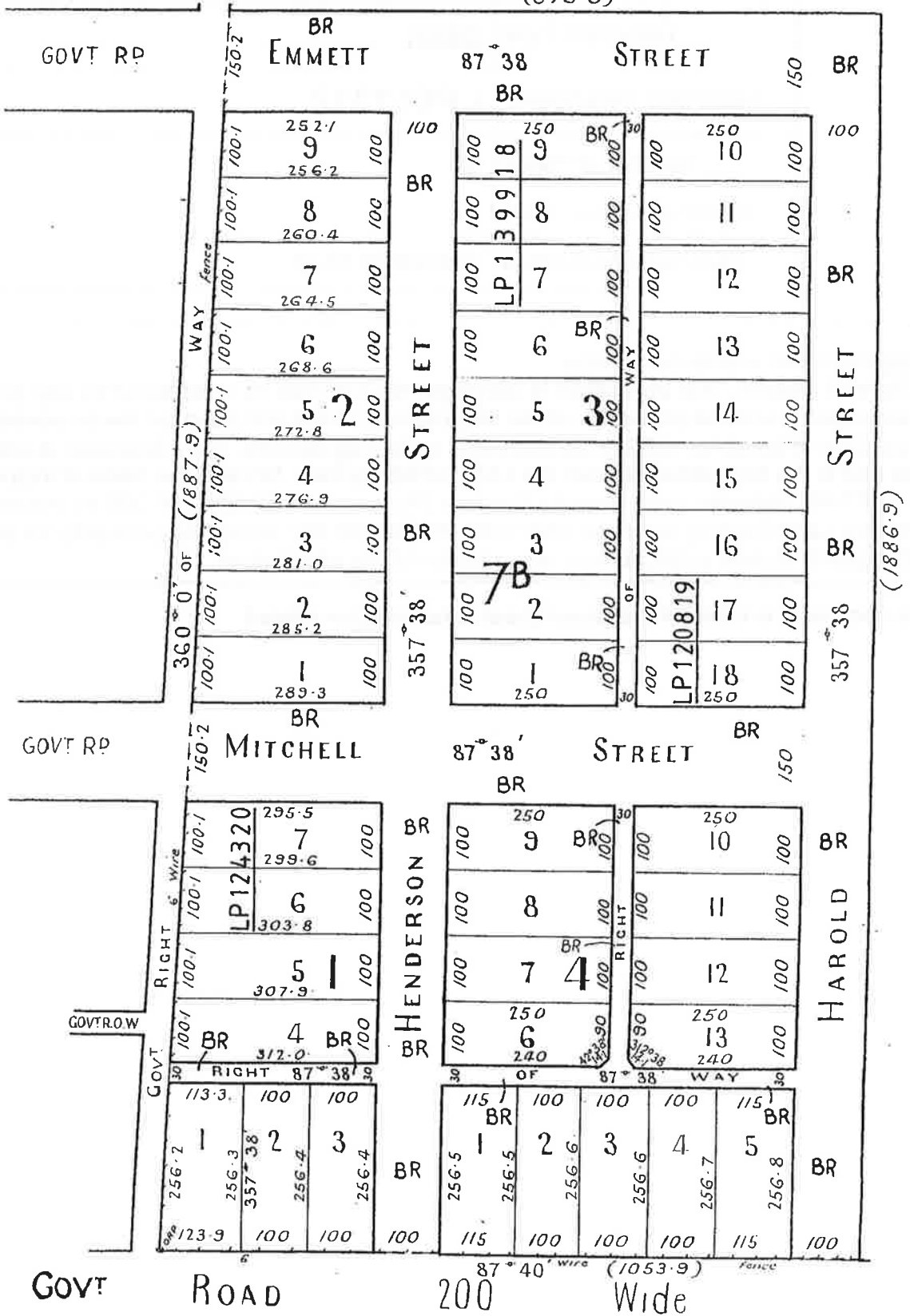
DEPTH LIMITATION: 50 FEET

(375.9)

APPURTENANCIAS

AS TO LOT 2 BLOCK 4

TOGETHER WITH A RIGHT OF CARRIAGEWAY
OVER THE ROADS COLOURED BROWN



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 12 February 2020 10:51 AM

PROPERTY DETAILS

Address: **19 HENDERSON STREET OUYEN 3490**
Lot and Plan Number: **Lot 5 Section 3 LP11312**
Standard Parcel Identifier (SPI): **5-3\LP11312**
Local Government Area (Council): **MILDURA**
Council Property Number: **13820**
Planning Scheme: **Mildura**
Directory Reference: **VicRoads 540 J9**

www.mildura.vic.gov.au

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

UTILITIES

Rural Water Corporation: **Grampians Wimmera Mallee Water**
Urban Water Corporation: **Grampian Wimmera Malle Water**
Melbourne Water: **outside drainage boundary**
Power Distributor: **POWERCOR**

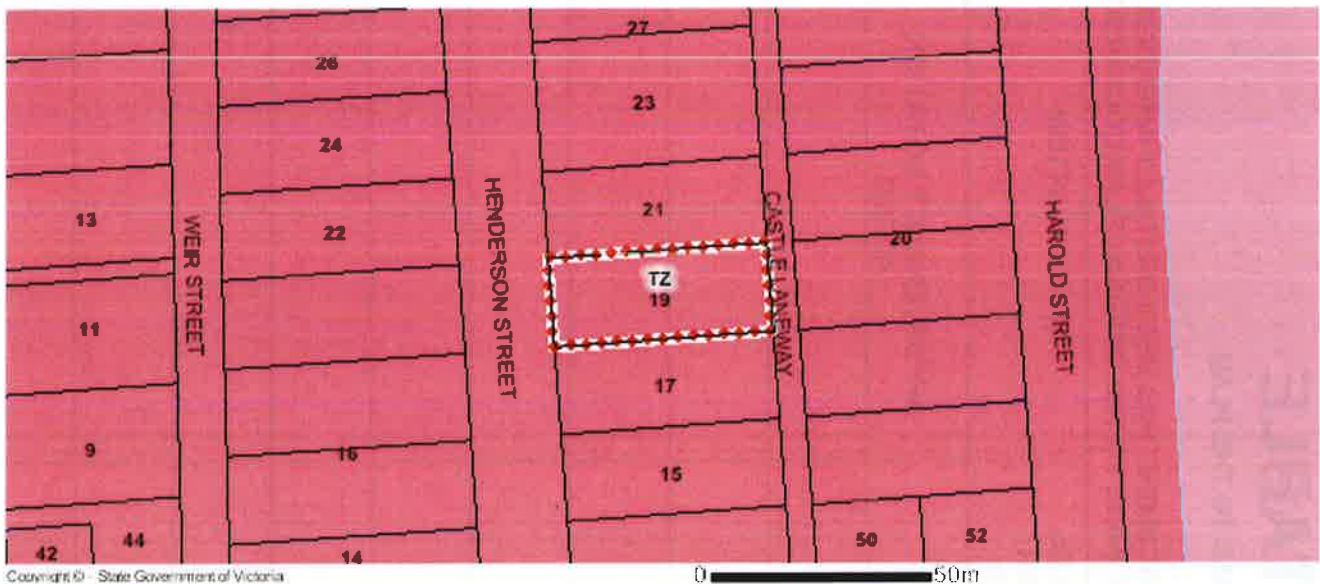
STATE ELECTORATES

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

Planning Zones

TOWNSHIP ZONE (TZ)

SCHEDULE TO THE TOWNSHIP ZONE (TZ)



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0 50m

TZ - Township

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 Overlay

None affecting this land



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

Further Planning Information

Planning scheme data last updated on 5 February 2020.

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

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

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

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

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

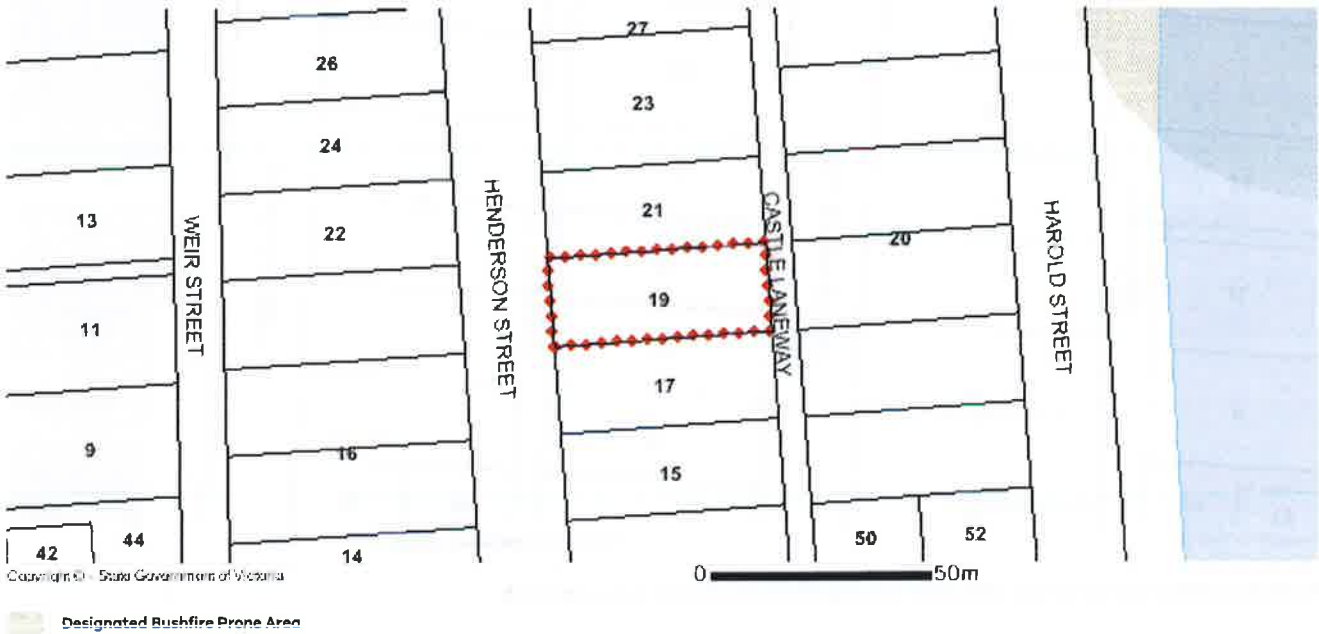
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Designated Bushfire Prone Area

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

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

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

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Mildura Rural City Council

Land Information Certificate

Date of certificate: 13 February 2020

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 21778

Assessment No: 13820

Your Reference: 35271529-012-3

Applicant Details

Landata
DX 250639
EAST MELBOURNE VIC

Property Address: 19 Henderson Street OUYEN

Description: Lot 5 LP 11312 Sec 3 Township of Ouyen

Area: 1,012.0000 Square Metres

Capital Improved Value	\$86,500
Site Value	\$20,500
Net Annual Value	\$4,325
Base Date:	01/01/2019

RATES CHARGES AND OTHER MONIES: FOR THE 2019-2020 FINANCIAL YEAR

(Current rates and charges are payable in one lump sum by 15 February or by quarterly instalments due (1st) 30 September, (2nd) 30 November, (3rd) 28 February and (4th) 31 May of this financial year.)

Residential Rate	\$556.22
Waste Management - Mallee Towns	\$366.04
Residential Fire Levy (Fixed)	\$111.00
Residential Fire Levy (Variable)	\$5.71
Rate Arrears to 30/06/2019:	\$0.00
Interest to 13/02/2020:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	-\$779.22
Total Rates & Charges Due:	\$259.75
Additional Monies Owed:	
Debtor Balance Owing:	
Total Rates & Charges & Additional Monies Owed:	\$259.75

Pay via BPay Biller Code: 93922

Reference Number: 138206

For further information contact
Rates Department
Mildura Rural City Council
PO Box 105, Mildura Vic 3502; or
DX 50014, Mildura
Telephone: (03) 5018 8122

Certificate updates
Certificates are valid for 90 days from the original date of issue. Updates may be requested by the applicant only. All update requests must be submitted via the following email address:
helpdesk-revenue@mildura.vic.gov.au



Mildura Rural City Council

Land Information Certificate

Date of certificate: 13 February 2020

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 21778

Assessment No: 13820

Your Reference: 35271529-012-3

Property Address: 19 Henderson Street OUYEN 3490

Description: Lot 5 LP 11312 Sec 3 Township of Ouyen

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

There are no monies owed for works under the **Local Government Act 1958** or earlier act.

There are no monies owed under Section 94(5) of the **Electricity Industry Act 2000**.

There is no potential liability for rates under the **Cultural and Recreational Lands Act 1963**.

There is not any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the **Subdivision Act 1988** or the **Local Government Act 1958**.

There are not any notices or orders on the land that have been served by Council under the **Local Government Act 1958**, **Local Government Act 1989**, any other Act or regulation, or under a local law of the Council, which have a continuing application as at the date of this certificate.

There is not a potential liability for the land to become rateable under Section 173 or 174A of the **Local Government Act 1989** unless stated in 'Please Note'.

There is no money owed under Section 227 of the **Local Government Act 1989**.

This certificate is not required to (and does not) include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

PLEASE NOTE:

I hereby certify that the information given in this certificate is a true and correct disclosure of rates and other monies payable to the Mildura Rural City Council as at the above date, together with any notices served pursuant to the Local Government Act, Local Law or any other Act.


..... **DELEGATED OFFICER**

RECEIPT OF \$27.00 ACKNOWLEDGED, BEING THE FEE FOR THIS CERTIFICATE.

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / DOMANTAY LEGAL PTY LTD

Your Reference: 20/SG/1032

Certificate No: 35012199

Issue Date: 21 FEB 2020

Enquiries: MXH10

Land Address: 19 HENDERSON STREET OUYEN VIC 3490

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32298746	5	11312	8155	537	\$71.00

Vendor: VINAUR INVESTMENTS PTY LTD AS TRUSTEE FOR VINAUR INVESTMENT TRUST

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
VINAUR INVESTMENT TRUST	2020	\$20,500	\$71.00	\$0.00	\$71.00

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$86,500

SITE VALUE: \$20,500

AMOUNT PAYABLE: \$71.00

Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 35012199

- Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
- If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - vendor, or
 - purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
- You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$20,500

Calculated as \$0 plus (\$20,500 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 35012199

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 35012199

Visa or Mastercard.

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

GORDON AGENCIES

Residential Tenancy Agreement

Residential Tenancies Act 1997

Conditions of Agreement

1. This Agreement is made on the date specified in item 1 in the Schedule hereto between the Landlord whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the Tenant whose name and address is specified in item 4 in the Schedule.

Premises and Rent

The Landlord lets to the Tenant the Premises specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the Rental shall be the amount specified in item 6 in the Schedule of which the first instalment is payable on the date specified in item 7 of the Schedule and payable by the Tenant to the party specified in item 8 in the Schedule.

Bond

The Tenant shall pay a Bond of the amount specified in item 9 of the Schedule to the Landlord/Agent on or before the signing of this Agreement. In accordance with the Residential Tenancies Act 1997 the Landlord/Agent must lodge the Bond with the Residential Tenancies Authority within 5 business days of receiving the Bond.

Fixed Term Tenancy

The term of this Agreement shall be as specified in item 11 of the Schedule Commencement on the date specified in item 12 in the Schedule and Ending on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

OR

Periodic Tenancy

This Agreement shall commence on the date specified in item 14 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

1. **Condition of the Premises**

The Landlord shall make sure that the premises are maintained in good repair.

3. **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 as practicable.

4. **Cleanliness of the premises**

- (a) The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant is to enter in to occupation of the premises.
- (b) The Tenant must keep the premises in a reasonably clean condition during the period of the Agreement.

5. **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 premises.

6. **Quiet Enjoyment**

The Landlord must take all reasonable steps to make sure that the Tenant has quiet enjoyment of the premises.

7. **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 an assignment in writing of the Agreement.

8. **Residential Tenancies Act 1997**

- (a) Each party must comply with the Residential Tenancies Act 1997.
- (b) For further rights and duties refer to the Residential Tenancies Act 1997.

I acknowledge that I have read and fully understand and agree to all of the above. Initial: Tenant 1.....Tenant 2

Additional Terms: Special Conditions

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

VACATING

9. Should the Tenant find it essential to vacate the premises before the expiry of the lease, he/she agrees to:
 - a) Immediately inform the Managing Agent of his/her desire to do so, and do so in writing. A minimum of 28 days notice must be given.
 - b) Continue to pay rent & maintain the lawns & gardens in accordance with the lease until the commencement of the following tenancy.
 - c) A lease break fee in proportion to the unexpired portion of the Tenancy Agreement at the rate one and half weeks rent plus GST plus \$66.00 inc gst for advertising associated with securing a new tenant and Lower Murray Water meter reading fee of \$45.50.
 - d) Leave the premises in a reasonably clean and undamaged condition as per entry condition report.
10. The Tenant acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997 - **Tenant shall not use Bond as rent** - the Tenant shall not refuse to pay rent on the ground that the Tenant intends to regard as rent paid by the Tenant the Bond or any part of the Bond paid in respect of the Premises. The Tenant acknowledges that failure to abide by this section of the Act renders the Tenant liable to a penalty of \$1000.
11. If the Tenant wishes to vacate the premises at the expiration of this Agreement the Tenant shall give the Landlord or Agent written notice of the Tenant's intention to vacate 28 days prior to the expiration of the Agreement. If the Tenant remains in occupation of the premises after the expiration of this agreement and does not enter into a new fixed term Agreement the Tenant must give written notice of the Tenant's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gave notice.
 - (a) Upon termination of the lease the Tenant must leave the premises in a clean and tidy state as per entry condition report, free of Odours, Pet etc, otherwise the cost of work carried out to restore the premises to a clean and tidy state, will be charged to the tenant.
 - (b) The Tenant agrees to have the carpets professionally cleaned and supply a receipt upon returning keys and remotes (where supplied).
12. The Tenant hereby agrees that if there is a change in tenancy, we will require the outgoing tenant to immediately notify our office in writing. When this letter is received we will notify the Landlord. If a new Tenant is moving in to replace the outgoing Tenant, the new Tenant will be required to complete an application form and the new applicant needs to be approved by the Landlord. Once the Landlord has approved the new Tenant, a Bond Transfer form must be completed and signed by all Tenants and there is an administration fee of \$55.00 inc gst to be paid to our office before the new tenant can move in.

KEYS/LOCKS

13.
 - (a) The Tenant acknowledges that it is the Tenant's responsibility upon the termination of the Agreement to deliver ALL keys and remotes were supplied to the premises to the Agent's office and to continue paying rent until such time as ALL keys are delivered.
 - (b) The Tenant is hereby responsible for the replacement for lost keys or remotes and the provision of additional keys or remotes and any locksmith charges where keys or remotes are lost or mislaid.
 - (c) The Landlord acknowledges the Tenant right to change the locks at the rental property provided a duplicate key is given to the landlord or managing Agent. In-going Tenant may also re program remotes all at their own expense.
 - (d) The Tenant acknowledges that whilst all due care and attention has been taken, the Landlord cannot guarantee that all keys to the property were returned by the previous occupants.

RENT

14. The rent must be one week in advance at all times. Always contact the agent if you are unable to pay it by the due date. A TERMINATION NOTICE will automatically be issued should rental fall fourteen days in arrears. A warning will NOT be given prior to the Notice being given.
15. The Tenant hereby acknowledges that should any cheque tendered in payment of rent and/or monies due under this lease and any overholding period not to be honoured in normal course by the bank on the first presentation then subsequent payment shall be the way of cash or certified bank cheque. The Tenant also agrees to pay all bank charges and associated costs resulting from dishonour.
16. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the Landlord may, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least 60 days notice of the increase.

GENERAL

17. The Tenant agrees to fully and regularly maintain and water (as per LMW restrictions) the lawns and gardens areas, including the trees and shrubs, to mow and edge the lawns and to remove all garden rubbish from the property.
18. The Tenant agrees not to smoke or allow guests to smoke inside the premises under any circumstances. The Tenant agrees to go outside and will ensure their guests go outside to smoke. If walls and ceilings are damaged from smoking they will need to be repainted at the tenants expense. Therefore it is a requirement that smoking be outside only.
19. The Tenant must pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.
20. The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the Tenant shall pay the Landlord all increased premiums and all other expense incurred as a consequence of any breach of this term.
21. The Tenant shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind with naked flame including portable gas stoves.
22. The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Tenant, or the Tenant servants, Agents and/or invitees.

I acknowledge that I have read and fully understand and agree to all of the above. Initial: Tenant 1.....Tenant 2


23. The Tenant acknowledges that the Tenant shall insure their possessions. The Tenant also acknowledges that the Landlord's insurance policy will not provide cover for such possessions. It is not your Landlord/s responsibility to insure your possessions. The Landlord's insurance policy covers only the building plus any of the Landlord/s fixtures and fittings. With the ever increasing incidence of burglary and theft, it is strongly recommended that you take out contents insurance cover.
24. The Tenant agrees to pay the Landlord any excess amount charged or any additional premium charged by Landlord's Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the tenant, or by anyone on the premises with the consent of the Tenant.
25. The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Tenant or anyone on the premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the Tenant or Invitees.
26. The Tenant shall notify the Landlord or Agent immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupier's Liability Act 1983.
27. The Tenant shall not paint or affix any sign or any antenna including Pay TV and Cable TV onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the Landlord or Agent.
28. The Tenant shall not use the premises for any purpose other than for residential purposes without the written consent of the Landlord.
29. (a) The Tenant shall not keep any animal, bird or pet on the premises without the written consent of the Landlord (Note: written consent of the Body Corporate Committee will be necessary in an own-your-own unit).
(b) If permission has been given for pets to be kept on the property (pets outside at all times) then the tenant shall be responsible to have the premises treated for fleas at the expiration of their tenancy. Damage caused by the pets will be billed to the tenant.
30. The Tenant shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. The Tenant is responsible for ensuring that the council waste bins at the property are returned to the property promptly after emptying on collection day and kept in a secure location on all occasions. As a consequence of the above if a bin is lost or stolen due to negligence on part of the tenant, the Tenant will be charged for the replacement bin/s.
31. The Tenant shall comply with any Act, Regulation, rule or direction of any Government, semi Government or statutory body.
32. The Tenant shall allow the Landlord or his Agent to put on the premises a notice or notices 'to let' during the last month of the term of this Agreement. The Tenant shall also allow the Landlord or his Agent to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises by the Landlord or his Agent to present the property to prospective purchasers or Tenant upon 24 hours' notice or by Agreement with the Tenant and the Landlord or the Landlord's Agent.
33. (a) The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the premises for the Tenant purposes or in respect of the furnishing, fittings or accessories of the premises otherwise than as provided herein.
(b) The Tenant agrees they have viewed the property and accepts the condition it is in.
34. No consent or waiver of any breach by the Tenant of the Tenant obligations under the Residential Tenancies Act 1977 shall prevent the Landlord from subsequently enforcing any of the provisions of the Agreement.
35. The Tenant shall at the Tenant expense replace all lighting tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
36. The Tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the property including common property. The Tenant also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land or common property on which it is situated to their original condition forthwith.
37. The Tenant must:
 - (a) Check each smoke detector in the Premises weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the Tenant and the security of the Premises.
 - (b) Replace the battery in each smoke detector on or about 1 January each year
 - (c) Immediately notify the Landlord/Agent of any faulty smoke detector (and confirm this advice to the Landlord/ Agent in writing the same day).
 - (d) Not interfere with the function of the alarm.
38. The Tenant acknowledges that they are responsible to clean the filter on any reverse cycle unit on a regular basis.
39. The Tenant agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the Subdivision (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate.
40. The Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
41. This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.

I acknowledge that I have read and fully understand and agree to all of the above. Initial: Tenant 1.....Tenant 2

Schedule

Item 1: DATE OF AGREEMENT:

Item 2: LANDLORD/S: Name:
Address:


AURIEMMA -- VINAUR INVESTMENTS PTY LTD
C/- Gordon Agencies 671 Koorlong Ave Irymple.

Item 3: AGENT: Registered Business Name:

GORDON AGENCIES

ABN: 84 100 629 650

Address: 671 Koorlong Avenue, IRYMPLE
Telephone: 50 246855 Facsimile: 50245855

Item 4: TENANT:

(1) Name:
Address:

Mark Andrew Shill
17 Henderson Street, Ouyen

(2) Name:
Address:

Item 5: PREMISES: 19 Henderson Street , OUYEN CODE:790

Item 6: RENTAL: \$340.00 per Fortnight payable fortnightly and 2 Weeks in advance

Item 7: COMMENCING ON: 13/12/2018

Item 8: RENTAL PAYMENTS TO AGENT AT: 671 Koorlong Avenue, IRYMPLE VIC 3496

Item 9: BOND: \$606.00 Paid to landlord/Agent on 21/11/2018

Where there is more than one tenant the amounts they each contribute are listed here:

Name: _____ Amount _____ Name: _____ Amount _____

Name: _____ Amount _____ Name: _____ Amount _____

Item 10: URGENT REPAIRS: The Landlord Authorises the Agent to undertake urgent repairs
\$1,800.00 For urgent repairs PH. 50246855 / After Hours 50 246855

***FIXED TERM AGREEMENT**

Item 11: TERM: 12 Months

Item 12: COMMENCEMENT DATE: 13/12/2018

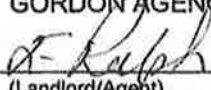
Item 13: TERMINATION DATE: 12/12/2019

***PERIODICAL TENANCY**

Item 14: COMMENCEMENT DATE: / /

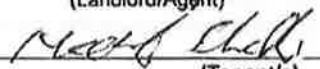
Signed by the Landlord
in the presence of :

GORDON AGENCIES, IRYMPLE- FOR & ON BEHALF OF: KHAL4 - Khalil, Maher


(Landlord/Agent)


(Witness)

Signed by the Tenant
in the presence of:


(Tenant/s)


(Witness)

The **TENANT** hereby acknowledges having received a copy of a Statement of Rights and Duties, two copies of the Conditions Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

Signed  (Tenant/s)



Lease Renewal - Schedule

Item 1: DATE OF AGREEMENT:

Item 2: LANDLORD/S: Name: VINAUR Investment Pty Ltd
Address: Gordon Agencies 671 Koorlong Ave Irymple 3498

Item 3: AGENT: Registered Business Name: Gordon Agencies Irymple
ABN: 84 100 629 650
Address: 671 Koorlong Avenue, Irymple
Telephone: 50 246855 Facsimile: 50245855

Item 4: TENANT: (1) Name: Mark Shill
Address: 19 Henderson Street, Ouyen VIC 3490.
(2) Name:
Address:

Item 5: PREMISES: Henderson Street, Ouyen CODE: 790

Item 6: RENTAL: \$170.00 per week payable fortnightly and kept 2 weeks in advance

Item 7: COMMENCING ON: 04/01/2020

Item 8: RENTAL PAYMENTS TO AGENT AT: 671 Koorlong Avenue, Irymple

Item 9: BOND: \$606.00 Paid to landlord/Agent on 11/04/2019

Item 10: URGENT REPAIRS: The Landlord Authorises the Agent to undertake urgent repairs \$1,800.00
For urgent repairs PH. 0419 383798 Plumber, / 0427 054082 Electrician

*FIXED TERM AGREEMENT

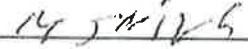
Item 11: TERM: 12 months
Item 12: COMMENCEMENT DATE: 04/01/2020
Item 13: TERMINATION DATE: 03/01/2021

*PERIODICAL TENANCY

Item 14: COMMENCEMENT DATE: 04/01/2020

Signed by the Landlord/Gordon Agencies FOR & ON BEHALF OF: VINAUR Investment Pty Ltd

 (Landlord/Agent) 04/01/2020.

Signed by the Tenant  1
(Tenant/s)



Artículo 1.º

El presente proyecto de ley tiene por objeto:

Artículo 2.º

El presente proyecto de ley tiene por objeto:

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