DATED 2023

HITESH KUMAR PALTA AND CATHERINE MARGARET PALTA

to

CONTRACT OF SALE OF LAND

Property: 9 Currajong Road, Thomastown 3074

FRANK J. HORVAT & CO. PTY.
Lawyers & Conveyancers
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Ref: FJH:JR:39001
Date Prepared: 12 September 2023

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

Property: 9 Currajong Road, Thomastown VIC 3074

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER: .....

..... on...../...../2023

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable: .....

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act* 1962

SIGNED BY THE VENDOR: .....

..... on...../...../2023

Print name(s) of person(s) signing: **Hitesh Kumar Palta and Catherine Margaret Palta**

State nature of authority, if applicable: .....

The **DAY OF SALE** is the date by which both parties have signed this contract.

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act* 1962)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: The 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act* 1980 by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act* 2014.

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act* 1962)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

Particulars of sale

Vendor's estate agent

Jason Real Estate
2018 Melrose Drive, Tullamarine, VIC 3043

Email: contact@jasonrealestate.com.au

Tel: 9338 6411 Mob: Fax: 9338 6548 Ref:

Vendor

Hitesh Kumar Palta and Catherine Margaret Palta
Of 8 Jedburgh Place, Greenvale, VIC 3059

Vendor's legal practitioner or conveyancer

Frank J. Horvat & Co. Pty.
115A Wheatsheaf Road, Glenroy Vic 3046
PO Box 196, Glenroy Vic 3046

Email: julie@frankhorvat.com.au
Tel: (03) 9300 1077 Mob: Fax: Ref: FJH:JR:39001

Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: .....

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	8087	Folio	846	119	LP13478
Volume		Folio			

If no title or plan references in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement. The land includes all improvements and fixtures.

Property address

The address of the land is: **9 Currajong Road, Thomastown 3074**

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)

All fixture and fittings as inspected

Payment

Price $

Deposit $ _____ by (of which $ has been paid)

Balance $ _____ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

☐ GST (if any) must be paid in addition to the price if the box is checked

- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on the day of 20..... Or earlier by mutual agreement

Lease (general condition 5.1)

☒ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

- ☐ a lease for a term ending on with options to renew, each of years

OR

- ☒ a residential tenancy for a fixed term ending on **13 October 2023**

OR

- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space*

See Attached

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchase's obligations under this contract.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -

(a) that –

(i) the purchaser intends to use predominately for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -

(a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay -

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land is sold on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day; or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgement network operator,

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sales is checked.

21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not in then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance with, this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) or in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through the electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act* 1953 (Cth)

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act* 1962:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay to the other party on demand:

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act* 1983 is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

SALE OF LAND REGULATIONS 2014

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

*1. No bids may be made on behalf of the Vendor of the land.

OR

*1. The auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the auction.

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the Vendor or successful bidder at the auction refuses to sign the Contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the Vendor will first negotiate with the highest bidder for the purchase of the property.

9. **Sale by Auction:**

The property is offered for sale by auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 and Schedule 5 to the Sale of Land Regulations 2014, or any rules prescribed by regulation which modify or replace those Rules.

SALE OF LAND REGULATIONS 2014

SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. Meaning of Vendor:

The Vendor is the person who is selling the property that is being auctioned. There may be more than one Vendor. Where there are two or more Vendors, they are selling the property as co-owners

2. Bidding by Co-Owners:

Where there are two or more Vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The Vendor or Vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

3. Vendor Bids:

The law of Victoria allows Vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a Vendor bid if:

a) the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a Vendor, and states how these bids will be made; and

b) the auctioneer states when making the bid that it is a bid for the Vendors. The usual way for an auctioneer to indicate that the auctioneer is making a Vendor bid is to say "Vendor bid" in making the bid.

4. What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether Vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a Vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the Contract of sale.

5. Copies of the rules:

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

6. Questions:

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the Contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

7. Forbidden activities at auctions:

The law forbids:

a) any person bidding for a Vendor other than:

   i. the auctioneer (who can only make bids for a Vendor who does not intend to purchase the property from their co-owner or co-owners); or

   ii. a representative of a Vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.

b) the auctioneer taking any bid that he or she knows was made on behalf of the Vendor, unless it is made by a Vendor (or their representative) who is a co-owner wishing to purchase the property

c) the auctioneer acknowledging a bid if no bid was made

d) any person asking another person to bid on behalf of the Vendor, other than a Vendor who is a co-owner engaging a representative to bid for them

e) any person falsely claiming or falsely acknowledging that he or she made a bid

f) an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list

8. Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

9. It is an offence to disrupt an auction:

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

10. The cooling off period does not apply to public auctions of land:

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

11. What law applies?

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

SPECIAL CONDITIONS

1. Corporation

If the Purchaser is a corporation and intends to nominate a co-Purchaser or substitute Purchaser the Purchaser shall upon demand by the Vendor forthwith deliver to the Vendor an enforceable Guarantee and Indemnity of the full observance and performance by the Purchaser of every obligation of the purchase under this Contract duly executed by each and every Director of the Purchaser and any other person or corporation as may reasonably be required by the Vendor;

The Guarantee and Indemnity will be in a form stipulated by the Vendor as attached to this Contract and will be prepared by or on behalf of the Vendor but at the cost of the Purchaser;

If the duly executed Guarantee and Indemnity is not delivered to the Vendor within seven (7) days of the demand therefore the Purchaser will be deemed to be in default under this Contract.

2. Acceptance of use of Land

a) The Purchaser shall satisfy himself on the matter of use of the land and shall be deemed to have accepted this Contract with full knowledge and subject to any prohibition or restriction thereon and in particular as to the use of the land whether under or in pursuance of an Act, Ordinance, Regulation, By-law, Town Planning Scheme or Interim Development Order or other Statutory Enactment or Order of Court or otherwise;

b) Completion of this Contract shall not be conditional or dependent upon any matter referred to in this Special Condition.

3. Condition of Property

3.1. General Condition 31.2, 31.3, 31.4, 31.5 and 31.6 shall not apply to this Contract.

3.2. The property and any chattels are sold:

a) In their present condition and state of repair;

b) Subject to all defects latent and patent;

c) Subject to any infestations and dilapidation;

d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;

3.3. The Purchaser agrees not to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters contained in this clause.

3.4. The Purchaser agrees that no failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects or validity of this Contract.

4. Vendors Agents Representations

The Purchaser acknowledges that the Vendor's Agent has acted as Agent of the Vendor and that no information representation or warranty (save such as are contained in the Vendor's Statement made pursuant to Section 32 of the Sale of Land Act) of the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon.

5. Deposit

The deposit moneys payable by the Purchaser shall be paid to either the Vendor's Agent or the Vendor's solicitors, Frank J. Horvat & Co. Pty to be held on trust for the Purchaser as stakeholder pursuant to Section 24 of the Sale of Land Act 1962.

6. Deposit Release

6.1. General Condition 14.3(a) is varied by deleting the words "to the satisfaction of the Purchaser";

6.2. General Condition 14.3(a) (ii) is varied to provide as follows:

"If there are any debts, the total amount of those debts does not exceed the balance due at settlement net of the amount of deposit paid"

6.3. The Purchaser will not call upon the Vendor to provide details of any mortgage or Caveat secured against the property in accordance with the requirements of Section 27 of the Sale of Land Act on Bank letterhead.

7. Restrictions

The Purchaser buys subject to any restrictions imposed by and to the provisions of the Ministry for Planning and Environment and any other town planning acts or schemes.

8. Vendors Lawyers

The Solicitors acting on behalf of the Vendor are Frank J. Horvat & Co. Pty of 115A Wheatsheaf Road, Glenroy VIC, 3046.

9. Stamp Duty: Purchasers buying unequal interest:

a) If there is more than one (1) Purchaser, it is the Purchaser's responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the proportions);

b) If the proportions recorded on the Transfer differ from those recorded in the Contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.

c) The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

d) This Special Condition will not merge on completion.

10. Purchaser in Default

10.1. Should the Purchaser default in payment of any money due under this Contract, then interest at a rate of 4% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the Contract during the period of default, without affecting any other rights of the offended party.

The said interest shall be computed from the due date herein provided for the payment of the said money until such moneys are paid and shall be payable by the Purchaser to the Vendor upon

demand without the necessity in writing. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers and remedies of the Vendor under the Contract or otherwise. General Condition 33 shall not apply to this Contract.

10.2. General Condition 32 is amended by adding the following new paragraph at the end of that Condition:-

"The Purchaser acknowledges that the following items constitute a reasonably foreseeable loss':

a) all costs associated with bridging finance to complete the Vendor's purchase of another property;

b) expenses payable by the Vendor under any existing loans secured over the property or other property of the Vendor;

c) accommodation expenses incurred by the Vendor;

d) the Vendor's legal costs and expenses as between solicitor and client incurred due to the breach;

e) any commission or other expenses claimed by the Vendor's Agents or other representing relating to sale of the Property; and

f) penalties and any other expenses payable by the Vendor due to any delay in completion of the purchase of another property".

10.3. The "reasonable costs" referred to in General Condition 32(a) includes $800.00 plus GST for the preparation of a notice of default (or any lesser amount demanded by the Vendor).

11. Adjustments

11.1. Rate and tax adjustments

a) The Vendor shall pay or discharge all rates, taxes and other outgoings (except insurance premiums on insurances effected by the Purchaser) with respect to the Property up to and including the Settlement Date.

b) The Purchaser shall pay, adjust or discharge all rates and taxes and other outgoings with respect to the Property from the Day of Settlement.

c) Rates, taxes and other outgoings shall be apportioned at Completion:

i. In the case of those paid by the Vendor, on the amount actually paid;

ii. In the case of those levied but unpaid, on the amount payable disregarding any discount for early payment;

iii. In the case of those not levied but the amount can be ascertained by advice from the relevant rating and taxing authority, on the amount advised by the relevant rating and taxing authority; and

iv. In the case of those not levied and not ascertainable from the relevant rating and taxing authority and where a separate assessment was issued for the Property for the assessment period immediately prior to the Completion Date, on the amount payable in that separate assessment disregarding any discount

for early payment.

11.2. Despite any other provision in this Contract, the parties agree that:

a) General Condition 23.2(b) is amended to read:

"The land is not treated as the only land of which the Vendor is owner (as defined in the *Land Tax Act 2005*) and therefore, any proportional land tax assessed in relation to the land will be apportioned between the Vendor and Purchaser at settlement."

b) For the purpose of Special Condition 11.3 the relevant assessment for land tax is that effected on 31 December of the year preceding the Settlement Date which includes all the titles that comprise the Parent Title (Land Tax Assessment); and

11.3. The Statement of Adjustments and supporting certificates must be provided to the Vendors representative at least three business days prior to settlement. Failing to do so will incur a fee payable at settlement by the Purchaser in the sum of $165.00 to the Vendors representative.

12. Loan

12.1. General Condition 20.2(c) is varied by including the words "and provides the Vendor's Solicitors a letter from a financial institution (not a broker or other source);

12.2. General Condition 20.2(c) is varied by deleting the words "on the Vendor within 2 clear business days after the approval date or any later date allowed by the Vendor:"

13. Late Settlement

If the Purchaser fails to settle on the date scheduled for settlement and settlement is rescheduled the Purchaser will be in default of this Contract and shall pay the Vendor's legal practitioner for any rescheduled settlement on the next or following days which attract a fee of $350.00 plus GST such additional amount or amounts to be paid at settlement.

14. Contract Variations

14.1. The Purchaser acknowledges and agrees that once the Contract has been fully signed by the parties, the Vendor's legal representative will have entered all key dates into their practice management system, taken note of essential terms negotiated by the parties and allocated appropriate resources to ensure that this Contract settles on time.

14.2. If the Purchaser requests for any variation to the Contract after signing, the Purchaser agrees to pay the Vendor's legal representative on settlement by way of adjustment a cost of $350.00 plus GST for every variation, including for any extensions of key dates and rescheduling of settlement, with or without defaulting under the Contract.

15. Nomination

15.1. The Purchaser may nominate a substitute Purchaser and may only exercise the Purchaser's rights under General Condition 4 if the Purchaser delivers to the Vendor at least 14 days before settlement a signed notice nominating an additional or substitute Purchaser ("Deed of Nomination"):-

a) properly completed with all of the relevant details;

b) executed by the Purchaser and the nominated Purchaser ("Nominee");

c) an amount of $440.00 inclusive of GST payable to the Vendor's Lawyer at settlement being their costs for advising the Vendor on compliance with this Special Condition;

d) accompanied by the guarantee and indemnity as required which is attached herewith

e) includes:

i. if the Purchaser is not a Foreign Person, a warranty by the nominee that FIRB Approval is not required for its purchase of the Property from the Vendor. The Purchaser and the Nominee jointly and severally indemnify the Vendor against all Claims and losses which the Vendor may incur or may become liable for (including any consequential loss which the Vendor may incur of become liable for) as a consequence of the Vendor having relied upon the nominee's warranty; or

ii. if the Purchaser is a Foreign Purchaser, a copy of the FIRB Approval for its purchase of the Property from the Vendor; and

iii. (if the margin scheme applies) a written agreement by the Nominee with the Vendor that the Vendor will apply the margin scheme to calculate the GST payable in respect of the taxable supply for which the consideration of the Price.

15.2. In the event that the Purchaser exercises a nomination within 14 days of settlement an additional fee of $330.00 will be payable to the Vendor's Lawyers at settlement due to additional costs incurred by the Vendor due to short notice.

16. Contamination of Land

The Purchaser acknowledges that no representations, warranties or indemnities of any kind have been made or given by the Vendor concerning the existence or otherwise of any contamination of or in the property of concerning the risk or any possible harm or detriment which may be caused to any beneficial use of the property and agrees not to make any requisition or claim against the Vendor howsoever arising by reason of or in consequence of or in respect of any contamination or any harm or detriment which may be caused to any beneficial use of the property.

17. Early Possession

In the event that the Vendor allows the Purchaser to take possession of the subject property prior to settlement then the Purchaser shall execute a licence agreement as prepared by the Vendor's representative and shall prior to taking possession pay the reasonable costs associated with the said preparation.

18. Swimming Pool/Spa

Where the subject property includes a swimming pool, spa or pond, the Purchaser acknowledges that they have made their own enquiries regarding its compliance or their obligations as future owners under the provisions of any Building Regulations and have not relied on any representations made by the Vendors or the Agents in this regard.

19. Supply and Connection of Services

The Vendor and Purchaser agree that:

a) ELECTRICITY: The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of electricity with his/her

chosen service provider.

b) GAS: The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of gas with his/her chosen service provider.

c) WATER & SEWERAGE: The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of water/sewerage to the property with his/her chosen service provider.

d) TELEPHONE: The Vendor shall arrange for a final reading for the property. The Purchaser shall be responsible for paying any connection fees and arranging supply of telephone services with his/her chosen service provider.

NOTE: In the event that the Vendor has paid for connection fees the Purchaser will reimburse the Vendor for the cost of same.

20. Owner Builder Warranty (if applicable) – BUILDING ACT 1993 – SECT 137C

20.1. The following warranties are part of every Contract to which section 137B applies which relates to the sale of a home –

a) the Vendor warrants that all domestic building work carried out in relation to the construction by or on behalf of the Vendor of the home was carried out in a proper workmanlike manner; and

b) the Vendor warrants that all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the Contract, those materials were new; and

c) the Vendor warrants that that domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, this Act and the regulations.

20.2. In addition to the Purchaser under a Contract to which section 137B applies, any person who is a successor in title to the Purchaser may take proceedings for a breach of the warranties listed in subsection (20.1) as if that person were a party to the Contract.

21. FIRB: (Foreign Investment Review Board)

21.1. The Purchaser warrants to the Vendor that any approval required under the Foreign Acquisition and Takeovers Act 1975 (as amended) or any real estate policy guidelines of the Commonwealth Government and/or the approval of The Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations to enter into this Contract has been obtained or that a statement of non-objection in connection with the Foreign Acquisition and Takeovers Act 1975 or such guidelines has been obtained. In the event that this warranty is untrue in any respect the Purchaser hereby indemnifies and keeps indemnified the Vendor against any loss (including consequential loss) which the Vendor suffers as result of the Vendor having relied on this warranty at the time of entering into this Contract.

21.2. Where the Purchaser is not a resident and ordinarily domiciled in Australia or a foreign company, the Purchaser shall:

a) within 60 days of request of the Vendor produce to the Vendor adequate proof of the Purchaser's ability to pay the residue of moneys owning in the form of:

i. written confirmation from an Australian bank showing funds on deposit being available for the settlement of the Contract;

ii. a letter of approval from an Australian Bank in respect of any loan to be taken out by the Purchaser for the settlement of the Contract;

iii. any other approval or confirmation approved by the Vendor sufficient to show the ability of the Purchaser to pay the residue owing.

b) any failure by the Purchaser to comply with the provisions of this clause shall be deemed a material breach of this Contract and the Vendor shall be entitled to rescind this Contract.

22. Christmas & New Year Period

22.1. If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January of the following calendar year.

22.2. Neither party may issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set and 15 January of the following calendar year, or make any objection, requisition or claim for compensation arising from or in connection with the failure to complete settlement under this Special Condition.

23. Self-Representative Purchaser

In the event that the Purchaser/s will be self-representing then the Purchaser/s will be obliged to provide a Verification of Identity "VOI" prior to settlement in order to comply with Land Registry and ARNECC Model Participation Rules governing Real Estate transactions. The self-represented Purchaser/s is placed on notice that if the VOI is not supplied prior to the settlement date the Vendor/s will not be obliged to settle on the due date provided in this Contract and penalty interest will apply from the due date until the Purchaser/s has provided formal verification of identity in the appropriate format.

24. MSA Levy – (if applicable)

24.1. The Purchaser acknowledges that the Property is liable for charges or levies imposed in accordance with the *Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020* (Vic) ("MSA Act") namely the Melbourne Strategic Assessment ("MSA").

24.2. The Purchaser acknowledges that subject to either: -

a) Settlement occurring; or

b) The Vendor lawfully terminating this Contract due to a breach by the Purchaser in circumstances where the Purchaser has triggered a "Levy event" which has the meaning given to that term in the MSA Act in relation to the Property ("MSA Levy")

the Purchaser in accordance with this Special Condition 24 is and will be wholly and solely liable for payment of the MSA Levy in respect of the Property.

24.3. If the MSA Levy arises in respect of the Property prior to Settlement of the Contract and has been levied against either the Vendor or the Purchaser, then the Purchaser must as directed in writing by the Vendor either: -

a) Provide the Vendor with proof, to the Vendor's satisfaction, that the Purchaser has

reached an arrangement with the relevant Authority in respect of such MSA Levy on or prior to the due date for payment; or

b) Make payment of the MSA Levy on the due date or no later than at least fourteen (14) days prior to the Settlement Date whichever is the first to occur. The Purchaser must produce evidence of the MSA Levy payment made and as and when requested by the Vendor.

24.4. The Purchaser will have full carriage of all applications submissions and proceedings relating to the MSA and must keep the Vendor at all times fully informed by providing the Purchaser with copies of all applications, submissions, reports and the like including written updates in respect to the exercise of those rights as and when required and as and when requested by the Vendor.

24.5. Notwithstanding anything herein contained to the contrary the Purchaser indemnifies and agrees to keep indemnified the Vendor in respect of any MSA Levy or similar tax, levy, rate or charge imposed by any Authority as a consequence of any one development or subdivision of the Property.

25. GAIC – (If applicable)

25.1. The Purchaser acknowledges that the Property is liable for charges or levies imposed in accordance with the *Planning and Environment Amendment (Growth Areas Infrastructure Contribution) Act 2010* (Vic) ("GAIC Act") namely the Growth Areas Infrastructure Contribution ("GAIC").

25.2. The Purchaser acknowledges that subject to either: -

a) Settlement occurring; or

b) The Vendor lawfully terminating this Contract due to a breach by the Purchaser in circumstances where the Purchaser has triggered a GAIC event which, has the meaning given to that term in the *Planning and Environment Act 1987* (Vic) in relation to the Property

the Purchaser in accordance with this Special Condition 25 is and will be wholly and solely liable for payment of GAIC in respect of the Property.

25.3. If GAIC arises in respect of the Property prior to Settlement of the Contract and has been levied against either the Vendor or the Purchaser, then the Purchaser must as directed in writing by the Vendor either: -

a) Provide the Vendor with proof, to the Vendor's satisfaction, that the Purchaser has reached an arrangement with the State Revenue Office in respect of such GAIC on or prior to the due date for payment; or

b) Make payment of the GAIC on the due date or no later than at least fourteen (14) days prior to the Settlement Date whichever is the first to occur. The Purchaser must produce evidence of the GAIC payment made and as and when requested by the Vendor.

25.4. The Purchaser will have full carriage of all applications, submissions and proceedings relating to GAIC and must keep the Vendor at all times fully informed by providing the Purchaser with copies of all applications, submissions, reports and the like including written updates in respect to the exercise of those rights as and when required and as and when requested by the Vendor.

25.5. The Purchaser will not lodge any type of application, submission or proposal of any nature with Council for purposes of obtaining any planning permit or approval for their intended development of the property prior to settlement having occurred.

25.6. Notwithstanding anything herein contained to the contrary the Purchaser indemnifies and agrees to keep indemnified the Vendor in respect of any GAIC or similar tax, levy, rate or charge imposed by any Authority as a consequence of any one development or subdivision of the Property.

26. Windfall Tax – (if applicable)

The Purchaser is responsible for the payment of any notice, demand or levy imposing any liability on the property without limitation and including but not limited to any liability for the payment of any Windfall Gains Tax (*as that term is defined in the Windfall Gains Tax and State Taxation and other Acts Further Amendment Act 2021*) or any other tax or imposition that does not relate to periodic outgoings made before or after the day of sale noted on the Contract of Sale.

Upon any liability being struck, the Purchaser will promptly pay the liability before the due date. In the event the Purchaser fails to pay the liability by the due date, the Purchaser will be responsible for all outstanding fees, interest and any costs incurred. If the liability is not paid by the due date, the Vendor will charge penalty interest pursuant to the *Penalty Interest Rates Act 1983* (Vic) (currently 10% per annum) per annum, calculated on a daily basis on the balance outstanding for each day payment becomes overdue.

27. Solar Panels

This special condition only applies if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold and the parties agree as follows:

27.1 Whether or not any benefits currently provided to the Vendor by agreement with the current energy supplier with respect to fee-in tariff pass with the sale of this property is a matter for enquiry and confirmation by the Purchaser;

27.2 The Purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the Vendor against any claims for any benefits whatsoever with respect to the said solar panels; and

27.3 The Vendor makes no representation or warranties with respect to the solar panels in relation to their conditions, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

28. No Merger on Settlement

To the extent that this Contract includes obligations which continue or arise after the Settlement Date, this Contract remains in full force and effect notwithstanding settlement and the provisions of this Contract do not merge with any conveyance, transfer or assignment or the registration of any of the foregoing.

29. PLAN & PLANNING PERMIT

The Purchaser acknowledges that the Vendors are not providing endorsed Plans as a condition of the Sale.

The Purchaser is being supplied with proposed Plans together with an approved Planning Permit from City of Whittlesea.

The Purchaser acknowledges that the Vendors will not be responsible for any amendments modifications or directions from Council in respect to or arising from the Planning Permit.

The Vendor will not be required to procure any building permit, building approval, final inspection, occupancy permit or any other permits, approvals or inspection in relation to the land or any improvements and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

30. If there is any inconsistency between the General Conditions and any Special Condition, then to the extent of any inconsistency the Special Condition will prevail and have priority.

DEED OF GUARANTEE

THIS DEED dated day of 2023

BETWEEN **Hitesh Kumar Palta and Catherine Margaret Palta**
of 8 Jedburgh Place, Greenvale, VIC 3059

(Vendor)

AND _____

of _____

(Purchaser)

AND _____

of _____

(Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;

2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;

3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and

4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

EXECUTED AS A DEED

EXECUTED BY **ACN** **in accordance with Section 127 of the Corporations Act 2001 by being signed by the Authorised person:**	))	_____ Director Name: Address: _____ Secretary Name: Address:

SIGNED BY THE SAID in the presence of: _____ Signature of witness _____ Print name of witness	)))	_____ Signature

SIGNED BY THE SAID in the presence of: _____ Signature of witness _____ Print name of witness	)))	_____ Signature

Due Diligence Checklist

CONSUMER AFFAIRS VICTORIA

(04/10/2016) consumer.vic.gov.au/duediligencechecklist

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 (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.

Vendor's Goods and Services Tax (GST) Withholding Notice

Date of Issue - 19/6/2023

In accordance with Section 14-255 of Schedule 1 of the Taxation Administration Act 1953 (Cth) **(TAA 1953)**, you are notified that our supply of real property to you is:

Vendor/s: Hitesh Kumar Palta and Catherine Margaret Palta

Purchaser/s: .....

Property Address: 9 Currajong Road, Thomastown

Are you are required to withhold a GST amount from the Contract Price and remit it to the Commissioner of Taxation in accordance with Section 14-250 of Schedule 1 of the TAA 1953

Yes / No

(Note: If Yes, Please complete Supplier Details and Transaction Details below)

Supplier Details

Item	Details
Supplier	
Entity Name: (Vendor)	
ABN: (If Applicable)	
Entity Type: (Individual/Company)	
Telephone Number:	
Address:	

Transaction Details

Item	Details
Contract Details	
Margin Scheme Applied?	Yes No
Contract Price (GST Inclusive)	$
Withholding Payment	
Amount	$
Due Date (Settlement Date)	...../...../.....

Vendor/s Signature/s: .....

Print Vendor/s Name: Hitesh Kumar Palta Catherine Margaret Palta

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	**9 Currajong Road, Thomastown 3074**	
Vendor's name	**Hitesh Kumar Palta**	**Date** / /
Vendor's signature		
Vendor's name	**Catherine Margaret Palta**	**Date** / /
Vendor's signature		
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) Their total does not exceed: $6,000.00

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

	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**

(a) 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 ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

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 1000m^2; (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)

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

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

VOLUME 08087 FOLIO 846

Security no : 124106970274R
Produced 19/06/2023 02:06 PM

LAND DESCRIPTION

Lot 119 on Plan of Subdivision 013478.
PARENT TITLE Volume 08056 Folio 881
Created by instrument 2653975 19/08/1954

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
CATHERINE MARGARET PALTA
HITESH KUMAR PALTA both of 560 MT RIDLEY ROAD MICKLEHAM VIC 3064
AU497618H 25/06/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU497619F 25/06/2021
NATIONAL AUSTRALIA BANK LTD

COVENANT 2448748

COVENANT 2653975 19/08/1954

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 LP013478 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: 9 CURRAJONG STREET THOMASTOWN VIC 3074

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 25/06/2021

DOCUMENT END

InfoTrack

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Document Type	**Plan**
Document Identification	**LP013478**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**27/01/2022 12:42**

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— PLAN OF SUBDIVISION —

OF PART OF CROWN PORTION 26

— PARISH OF KEELBUNDORA —

— COUNTY OF BOURKE —

VOL. 5709 FOL. 114732
- 5709 - 114733

SCALE 100 FEET TO AN INCH

APPURTENANCIES

AS TO ALL LOTS TOGETHER WITH A RIGHT OF CARRIAGEWAY OVER THE ROADS COLOURED BROWN ON PLANS OF SUBDIVISION Nos LP13477 TO LP13482 (BOTH INCLUSIVE).

STREET NAME AMENDED FROM BEECH STR. TO FRENCH STR. VIDE GAZ 1956 P 54

APPROPRIATIONS

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE AND 19 6 FEET WIDE.

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR ROADS

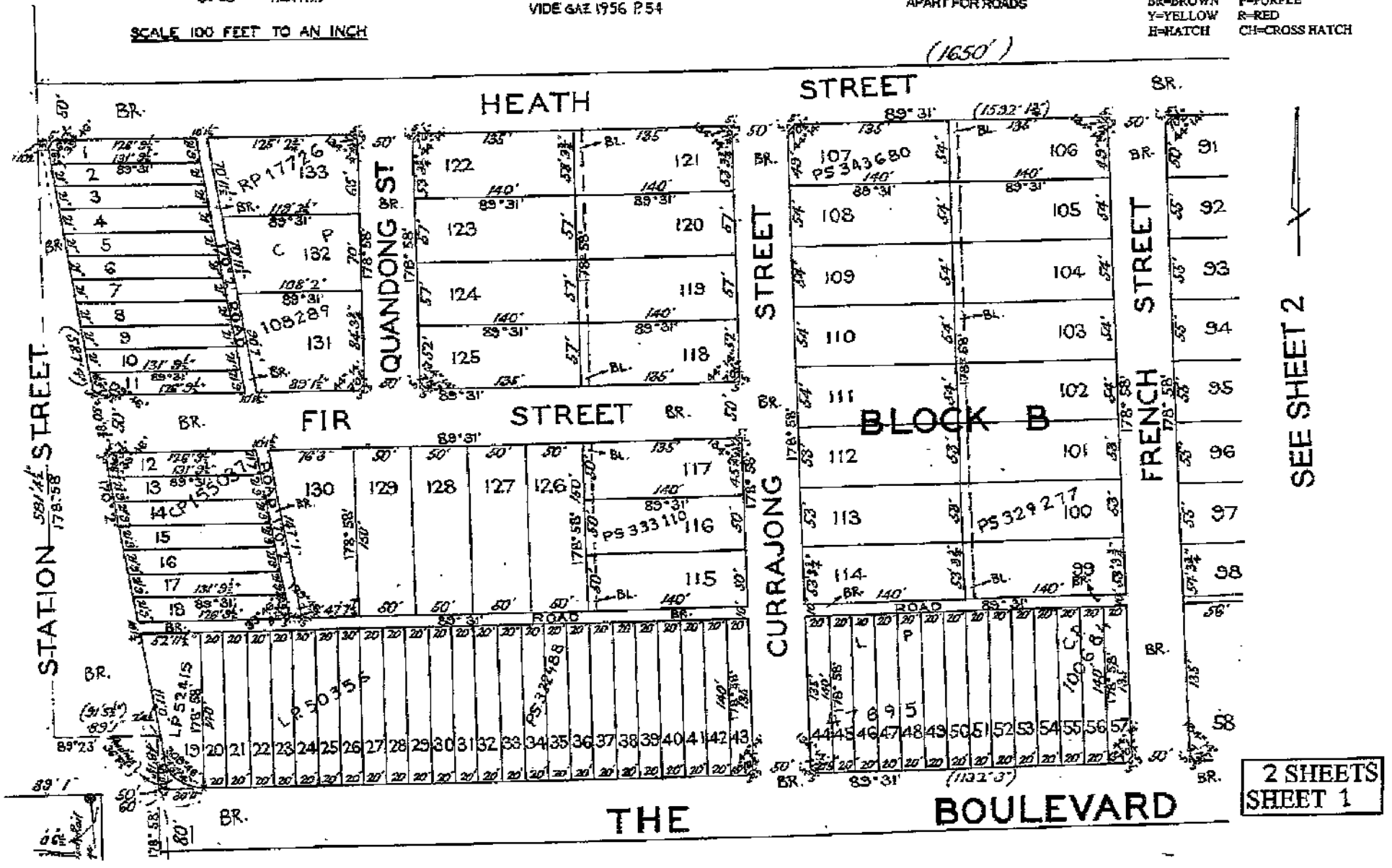
LP 13478

EDITION 2

PLAN MAY BE LODGED 11-3-31

COLOUR CODE

BL=BLUE	G=GREEN
BR=BROWN	P=PURPLE
Y=YELLOW	R=RED
H=HATCH	CH=CROSS HATCH



2 SHEETS
SHEET 1

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LP 13478

2 SHEETS
SHEET 2

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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PLAN NUMBER

LP 13478

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN		EASEMENTS ENHANCED				2	MLB

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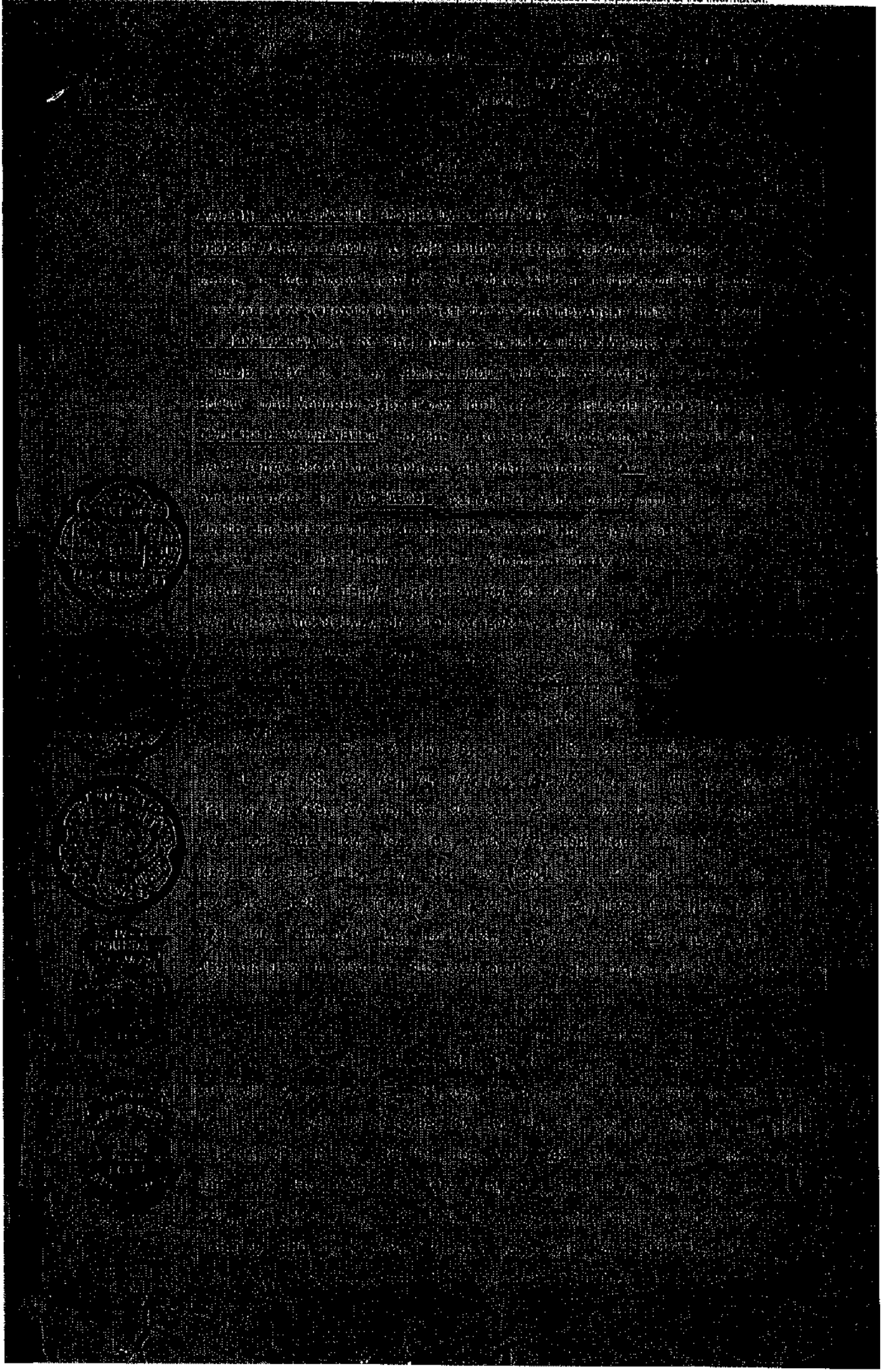

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104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115 and 116 on Plan of Subdivision No. 13481 lodged in the office of Titles and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115 and 116 on Plan of Subdivision No. 13482 lodged in the office of Titles being parts of Crown Portion 26 Parish of Koalbundora County of Bourke and being parts of the land more particularly described in Certificate of Title Volume 6617 Folio 132253 AND the said Henry Scott the Elder and Henry Scott the Younger DO HEREBY for themselves their executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred or any part or parts thereof COVENANT with the said Athlone Investments Pty. Ltd. its successors and transferees the registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that he she or they will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed from any part of the land hereby transferred any earth clay stone gravel or soil except for the purpose of laying the foundations of any buildings to be erected thereon or use or allow the said land to be used for the manufacture or winning of bricks tiles or pottery-ware AND it is requested that this covenant shall be noted in and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

DATED this day of One thousand nine hundred and fifty-one.

THE COMMON SEAL of ATHLONE INVESTMENTS PROPRIETARY LIMITED was hereto affixed by authority of the Directors in the presence of :-

Director

Director/Secretary

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2448748

2448748

SIGNED by the said HENRY SCOTT the Elder in Victoria in the presence of :-

[signature]

[signature]

SIGNED by the said HENRY SCOTT the Younger in Victoria in the presence of :-

[signature]

[signature]

ENCUMBRANCES REFERRED TO :

As to so much of the land hereby transferred as is colored blue on the said Plans of Subdivision - Any easements affecting the same. As to so much of the land hereby transferred as is colored blue and green respectively on the said Certificate of Title [illegible] easements to the State Electricity Commission of [illegible] created by Instruments Nos. [illegible] and [illegible] the Register Book.

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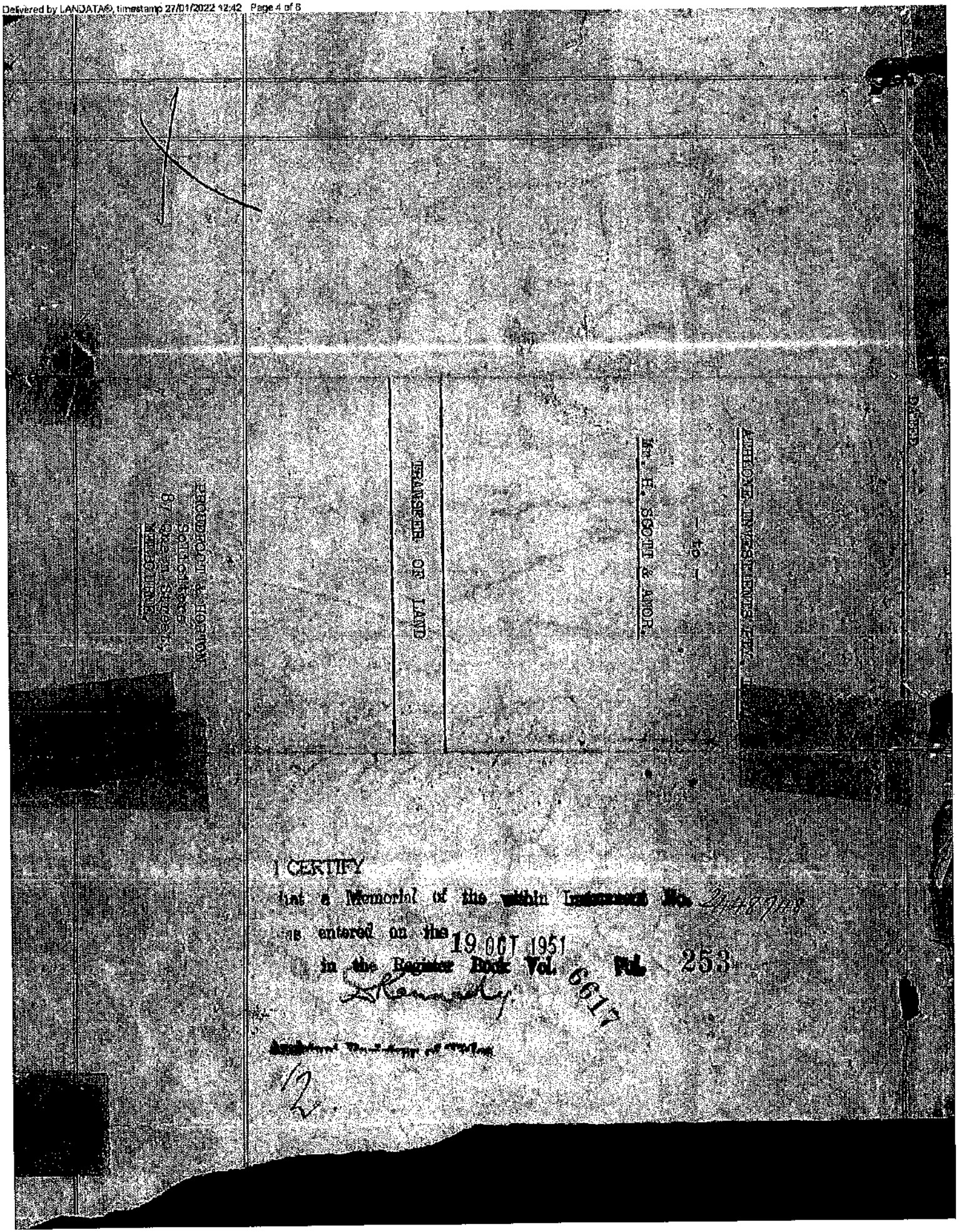

DATED

ATHLONE INVESTMENTS PTY. LTD.

- to -

Mr. H. SCOTT & ANOR.

TRANSFER OF LAND

PROUDFOOT & HORTON
Solicitors
87 Queen Street,
MELBOURNE.

I CERTIFY
that a Memorial of the within Instrument No. 2448748
was entered on the 19 OCT 1951
in the Register Book Vol. 6617 Fol. 253

Assistant Registrar of Titles

12

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PLAN OF SUBDIVISION 77/682 No.

Prepared on Linen
Drawing Paper

Tracing

Field Notes

Solicitor GRAY + GRAY

Lodged for Examination

Surveyor

Date of Plan

Fees

Checked

Certificate of Title Volume 2077 3600 Folio 373 856 Noted on C/T

Charted [illegible] 130 [illegible] LP126 [illegible] 14.5.57

Date of Consent of Council 11.2.57 Complies with Section 568

Consent of Council. [illegible]

Plan [illegible] has been attached to Search Paper
Transfer R.1 No. A326317

Consent of S.R.W.S. Commission

Lot Numbers may be accepted

Heading verified

Common Ownership verified

Street Names verified

R.M's. Placed

R.M's. P.M's. picked up

Plan Examined

Areas correct

Accords with Field Notes

Computing Book No.

Page

1.270/6.58—49

File in bag

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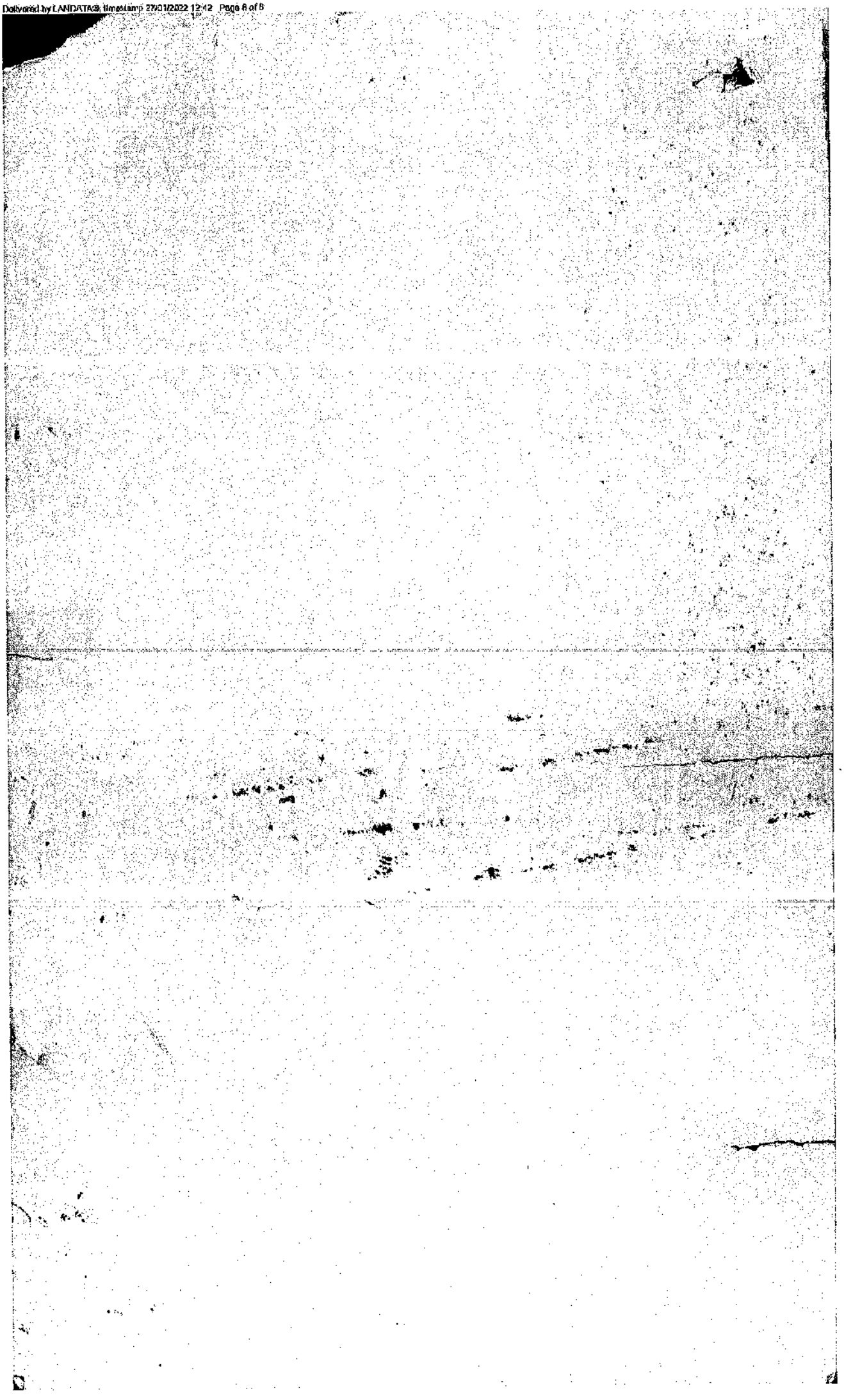

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5613598 2653975

J. COLIN STEEMAN & CAMERON

FREEHOLD VICTORIA

TRANSFER OF LAND

MICROFILMED LODGED 16 AUG 1954

WE, HENRY SCOTT the elder Investor and HENRY SCOTT the younger Secretary both of 229 Collins Street Melbourne being registered as the proprietors of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of Two hundred and fifty five pounds paid to us by AZIS FLOKY IBRAHIM Fish Shop Proprietor and ALICE WHITEFORD IBRAHIM Married Woman both of 10 [illegible] Street Moonee Ponds DO HEREBY TRANSFER to the said Azis Floky Ibrahim and Alice Whiteford Ibrahim as joint tenants ALL our estate and interest in ALL THAT piece of land being Lot 119 on Plan of Subdivision Number 13478 lodged in the Office of Titles and being part of Crown Portion twenty six Parish of Keelbundora County of Bourke and being part of the land more particularly described in Certificate of Title Volume 6617 Folio 253 AND the said Azis Floky Ibrahim and Alice Whiteford Ibrahim DOTH HEREBY for themselves their executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred COVENANT with the said Henry Scott and Elder and Henry Scott the Younger their executors administrators and transferees registered proprietor or proprietors for the time being of the land comprised in the said Certificate of Title that he she or they will not at any time hereafter use or permit to be used the land hereby sold or any part thereof for other than residential purposes or erect or permit to be erected thereon any dwelling house having (exclusive of outbuildings) a floor area of less than 850 square feet AND it is requested that this Covenant shall be noted in and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

DATED the 29th day of July One thousand nine hundred and fifty four.

SIGNED by the said HENRY SCOTT the elder in Victoria in the presence of;

SIGNED by the said HENRY SCOTT the younger in Victoria in the presence of;

IMAGED

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SIGNED by the said AZIS FLOKY IBRAHIM in Victoria in the presence of: Mary Cameron, Solicitor, Melbourne } Azis F Ibrahim

SIGNED by the said ALICE WHITEFORD IBRAHIM in Victoria in the presence of: Mary Cameron } A. W. Ibrahim

ENCUMBRANCES REFERRED TO

As to so much of the land Lot 119 as is coloured blue on the said Plan of Subdivision - Any easements affecting the same.

As to the whole of the land the covenant as to use contained in Instrument of Transfer Number 2448748.

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DATED

1954

MR. HENRY SCOTT & ANOR.

-to-

MR. A.F. IBBOTT & ANOR.

TRANSFER

J. COLIN STEDMAN & CAMERON,
Solicitors,
339 Collins Street,
Melbourne.

A memorandum of the within instrument
was entered on the 19 AUG 1954
in the Register Book Vol. 8056 Fol. 881

Assistant Registrar of Titles

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PROPERTY REPORT

Environment, Land, Water and Planning

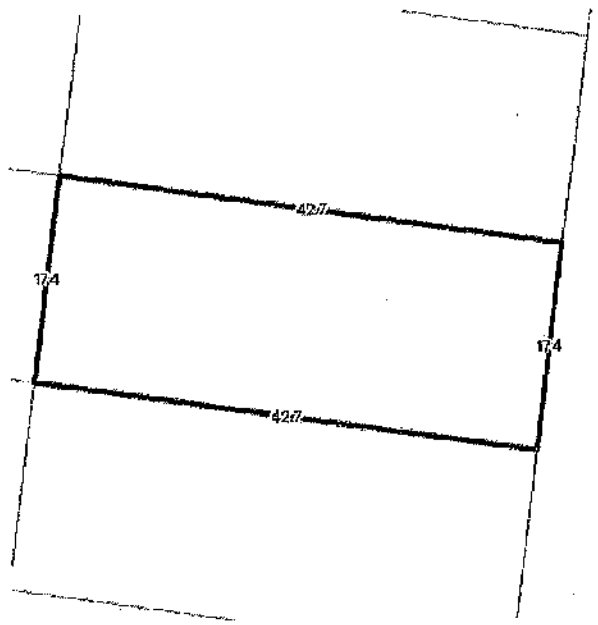
From www.planning.vic.gov.au at 12 September 2023 02:45 PM

PROPERTY DETAILS

Address:	**9 CURRAJONG STREET THOMASTOWN 3074**
Lot and Plan Number:	**Lot 119 LP13478**
Standard Parcel Identifier (SPI):	**119\LP13478**
Local Government Area (Council):	**WHITTLESEA** www.whittlesea.vic.gov.au
Council Property Number:	**115105**
Directory Reference:	**Melway 8 K7**

SITE DIMENSIONS

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



Area: 741 sq. m
Perimeter: 120 m
For this property:
—— Site boundaries
—— Road frontages

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

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**AUSNET**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**THOMASTOWN**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

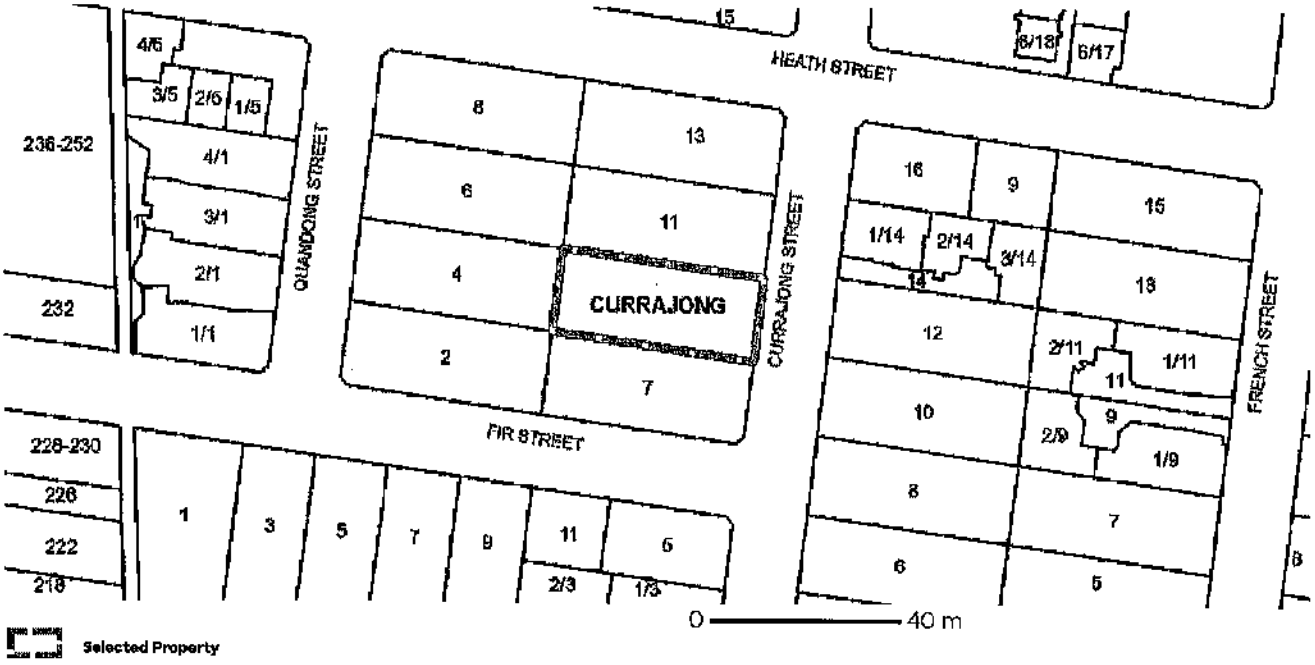
The Planning Property Report for this property can found here - Planning Property Report.

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 12 September 2023 02:46 PM

PROPERTY DETAILS

Address:	**9 CURRAJONG STREET THOMASTOWN 3074**
Lot and Plan Number:	**Lot 119 LP13478**
Standard Parcel Identifier (SPI):	**119\LP13478**
Local Government Area (Council):	**WHITTLESEA** www.whittlesea.vic.gov.au
Council Property Number:	**115105**
Planning Scheme:	**Whittlesea** Planning Scheme - Whittlesea
Directory Reference:	**Melway 8 K7**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**AUSNET**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**THOMASTOWN**

OTHER

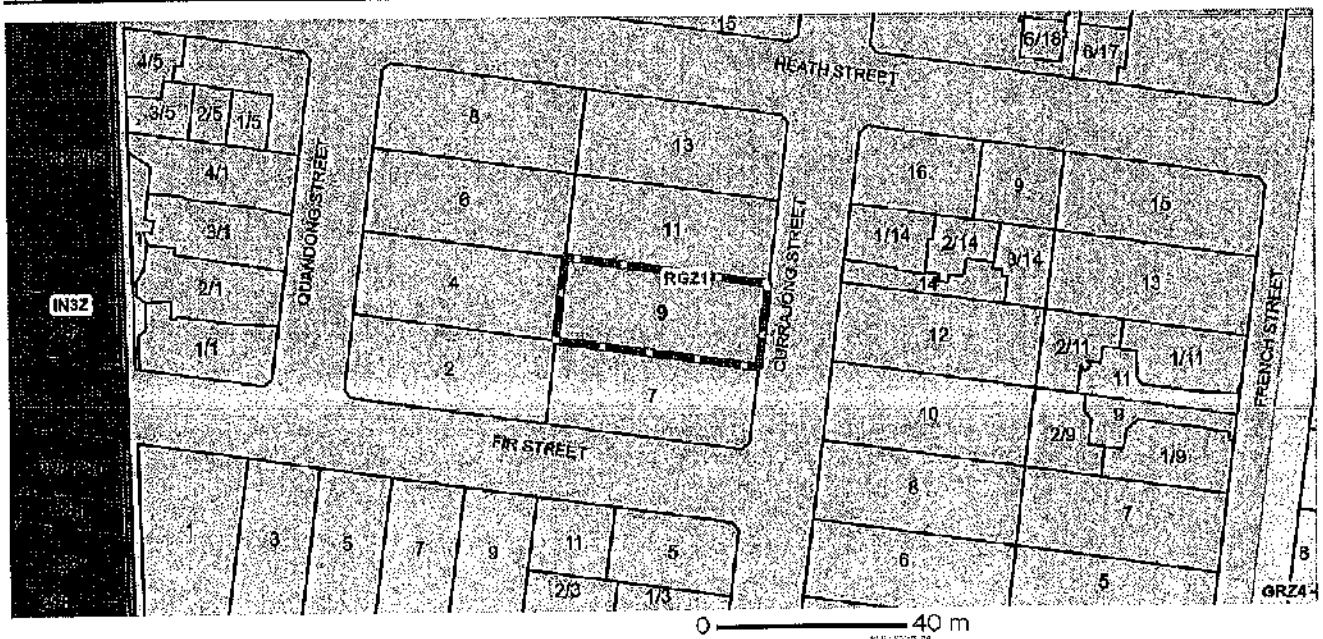
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

View location in VicPlan

Planning Zones

RESIDENTIAL GROWTH ZONE (RGZ)

RESIDENTIAL GROWTH ZONE - SCHEDULE 1 (RGZ1)



GRZ - General Residential | IN3Z - Industrial 3 | RGZ - Residential Growth

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).

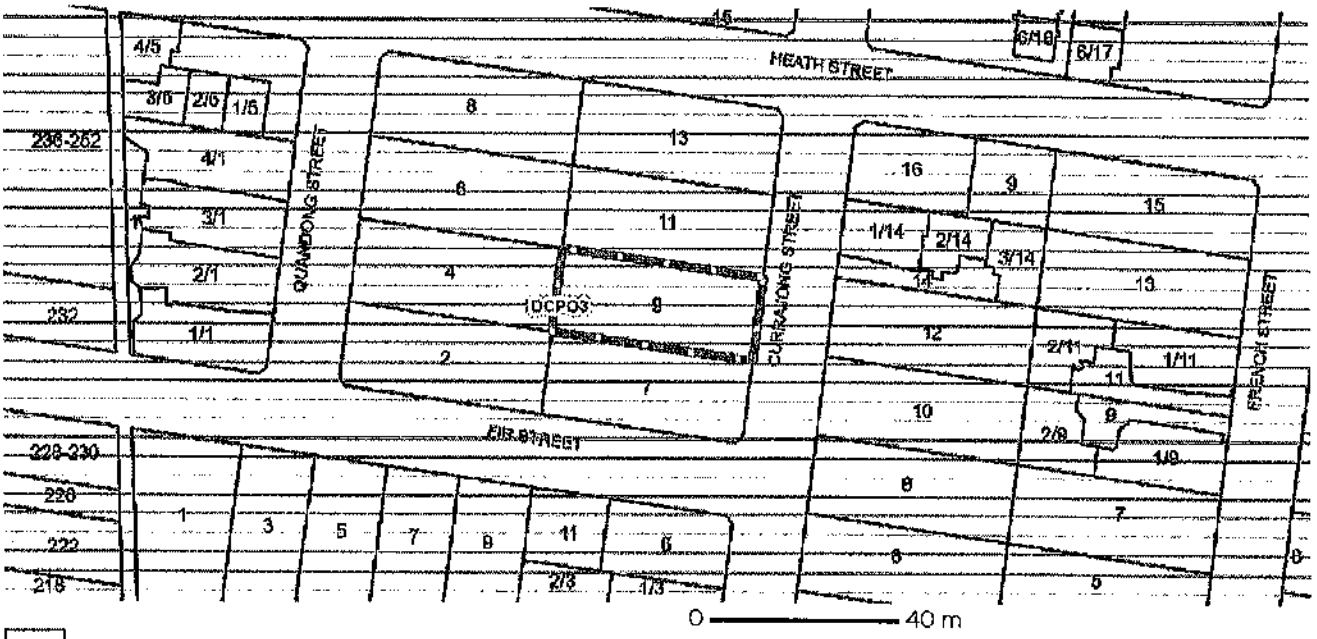
PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



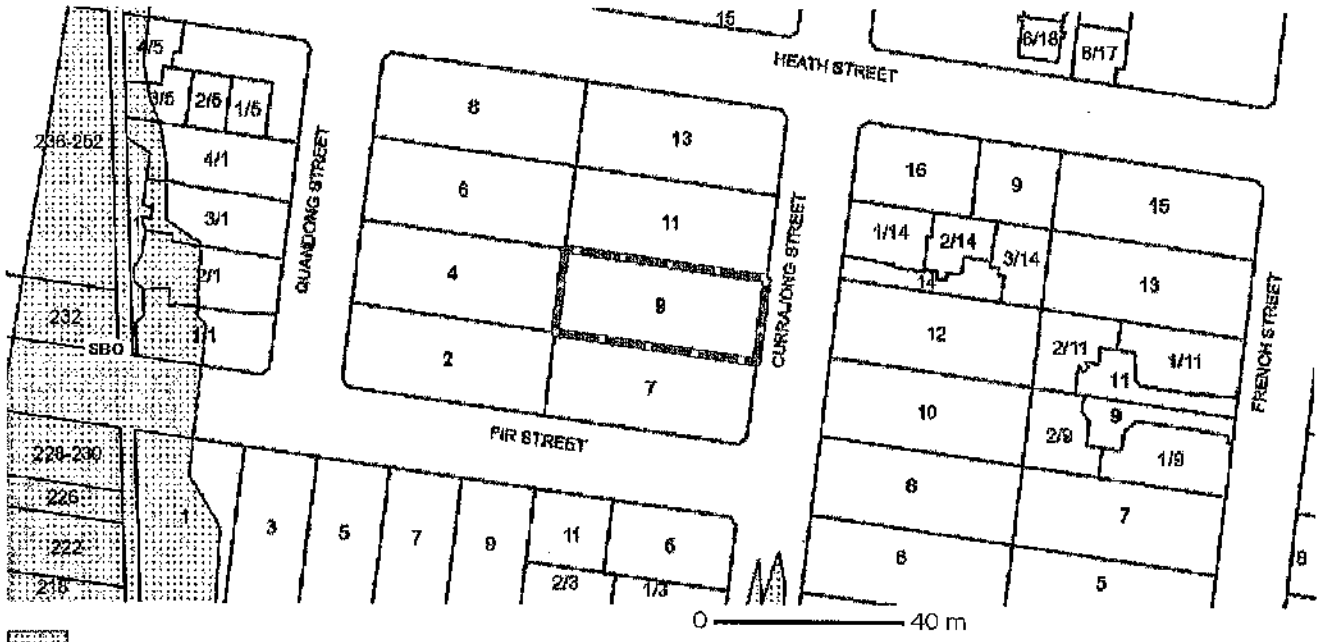
DCPO - Development Contributions Plan Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIAL BUILDING OVERLAY (SBO)



SBO - Special Building Overlay

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

Environment, Land, Water and Planning

Further Planning Information

Planning scheme data last updated on 5 September 2023.

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 abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

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PLANNING PROPERTY REPORT

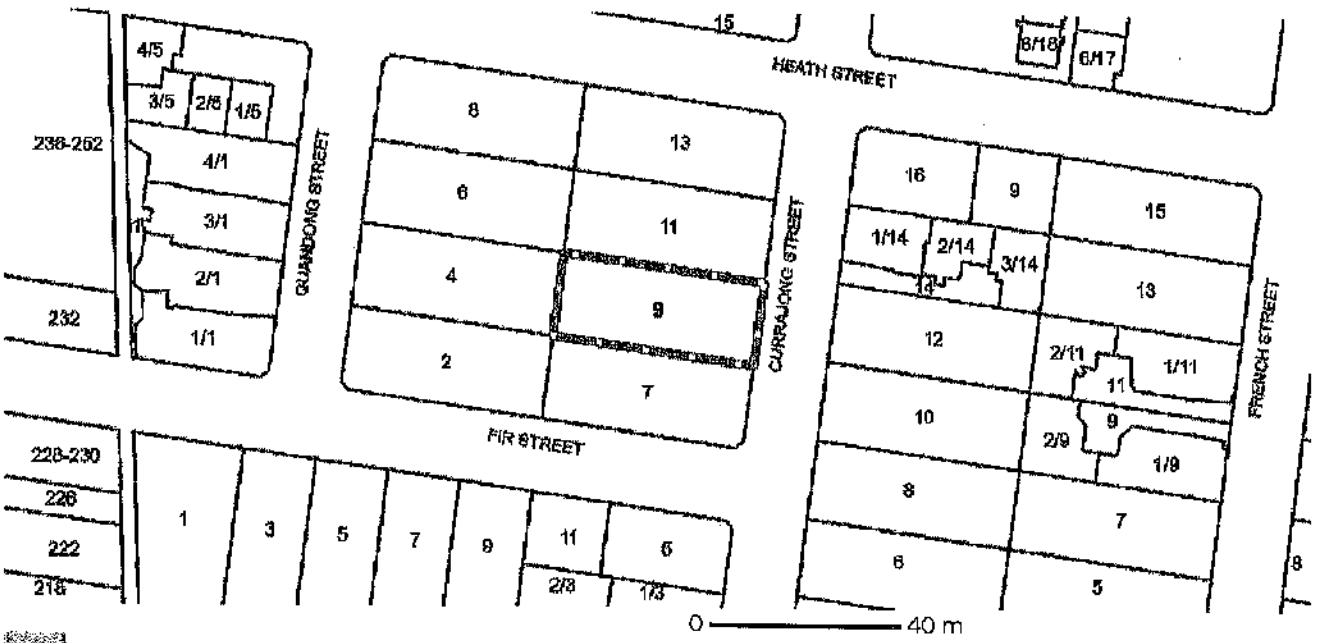
Environment, Land, Water and Planning

Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated Bushfire Prone Areas

Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at https://mapshare.vic.gov.au/vicplan/ or at the relevant local council.

Create a BPA definition plan in VicPlan to measure the BPA.

Information for lot owners building in the BPA is available at https://www.planning.vic.gov.au

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au. Copies of the Building Act and Building Regulations are available from http://www.legislation.vic.gov.au. For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see Native Vegetation (Clause 52.17) with local variations in Native Vegetation (Clause 52.17) Schedule

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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City of Whittlesea

Locked Bag 1, Bundoora 3083
ABN 72 431 091 058

Valuations and Rates Notice

For the period 1 July 2023 to 30 June 2024

NRS 133 677 ask for (03) 9217 2170
Phone (03) 9217 2170
Email info@whittlesea.vic.gov.au

Terms and Conditions apply

Food Waste

Green Waste

Timber Waste

Brick & Rubble Waste

H K Palta & C M Palta
8 Jedburgh Place
GREENVALE VIC 3059

026
I002847
R1_11661

Issue Date 25/08/2023

Assessment Number
0115105

For emailed notices register at
whittlesea.enotices.com.au
Reference No: CDD160B37Z

Property Details 9 Currajong Street THOMASTOWN VIC 3074

LOT 119 LP 13478

Owner : H K Palta & C M Palta

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
$750,000	$775,000	$38,750

Level of value date 01/01/2023 **Valuation operative date** 01/07/2023

AVPCC 110 Detached Dwelling

Rates and Charges

Council Charges	
General rate 38,750 x 0.04724460	$1,830.73
Food/Green waste bin charge 1 x 105.15	$105.15
Waste Service Charge (Res/Rural) 1 x 171.45	$171.45
State Government Charges	
Fire services charge (Res) 1 x	$125.00
Fire services levy (Res) 775,000 x 0.00004600	$35.65
Waste Landfill Levy Res/Rural 1 x 11.85	$11.85
Total	**$2,279.83**

Payments received after 15 August 2023 may not be included on this notice

INSTALMENT 1
* **$572.83**
Due By 30/09/2023

INSTALMENT 2
$569.00
Due By 30/11/2023

INSTALMENT 3
$569.00
Due By 28/02/2024

INSTALMENT 4
$569.00
Due By 31/05/2024

***If Instalment 1 is not paid by 30/09/2023, your account will change to the lump sum option shown below.**

LUMP SUM
$2,279.83
Due By 15/02/2024

Scan here to pay

VISA mastercard Bank Account

Where to pay

www.whittlesea.vic.gov.au
VISA

Phone 1300 301 185
VISA

Council Offices
Hours - 8.30am to 5.00 pm Mon. to Fri.
(except public holidays).

BPAY Biller Code: 5157
Ref: 0115105
BPAY : this payment via internet or phone banking.
BPAY View® - View and pay this bill using internet banking
BPAY View Registration No.: 0115105

Post Billpay Billpay Code: 0350
Ref: 1151057
Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au
Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.

*350 1151057

*350 1151057

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

19th June 2023

HORVAT LEGAL.

Dear HORVAT LEGAL.,

RE: Application for Water Information Statement

Property Address:	9 CURRAJONG STREET THOMASTOWN 3074
Applicant	HORVAT LEGAL.
Information Statement	30774602
Conveyancing Account Number	2608310856
Your Reference	39001 Palta

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	9 CURRAJONG STREET THOMASTOWN 3074

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
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DX 13204

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E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Encumbrance

Property Address	9 CURRAJONG STREET THOMASTOWN 3074

STATEMENT UNDER SECTION 158 WATER ACT 1989

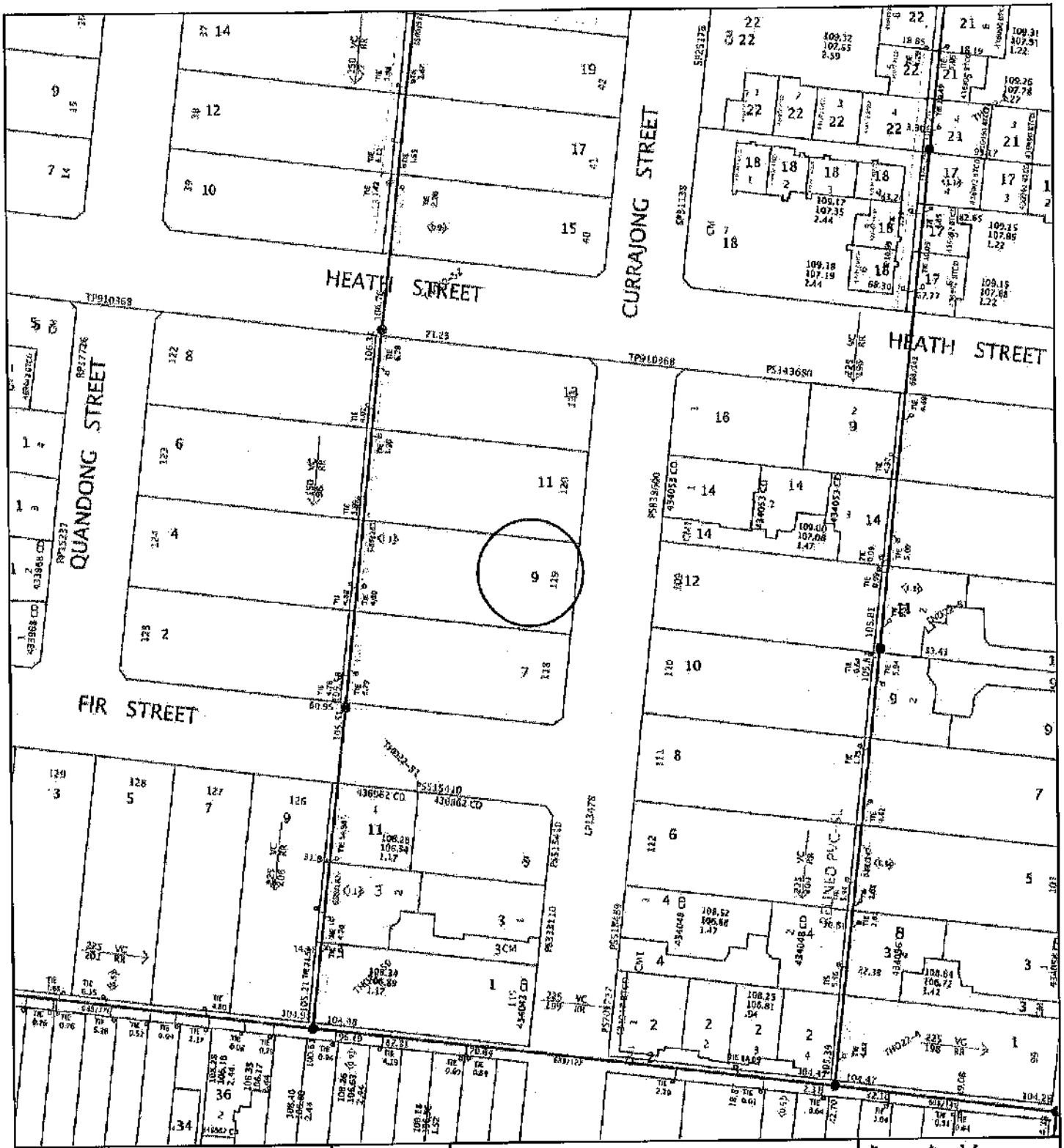
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water

Information Statement

Number: 30774602

Address	9 CURRAJONG STREET THOMASTOWN 3074
Date	19/06/2023
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

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E enquiry@yvw.com.au
yvw.com.au

HORVAT LEGAL.
julie@frankhorvat.com.au

RATES CERTIFICATE

Account No: 8094366808
Rate Certificate No: 30774602

Date of Issue: 19/06/2023
Your Ref: 39001 Palta

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
9 CURRAJONG ST, THOMASTOWN VIC 3074	119\LP13478	1223234	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2023 to 30-06-2023	$19.70	$0.00
Residential Sewer Service Charge	01-04-2023 to 30-06-2023	$112.45	$0.00
Parks Fee	01-07-2022 to 30-06-2023	$81.60	$0.00
Drainage Fee	01-04-2023 to 30-06-2023	$27.34	$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00
		Total Due	$0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of $100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 1223234

Address: 9 CURRAJONG ST, THOMASTOWN VIC 3074

Water Information Statement Number: 30774602

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 80943666084

Amount Paid		**Date Paid**		**Receipt Number**	

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / FRANK J. HORVAT & CO. PTY.

Your Reference: 39001
Certificate No: 66865664
Issue Date: 12 SEP 2023
Enquiries: ESYSPROD

Land Address: 9 CURRAJONG STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13762744	119	13478	8087	846	$10,035.82

Vendor: CATHERINE MARGA PALTA & HITESH KUMAR PALTA
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
A & R PALTA FAMILY TRUST	2023	$775,000	$13,790.31	$840.35	$6,519.29

Comments: Land Tax of $13,790.31 has been assessed for 2023, an amount of $8,111.37 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
A & R PALTA FAMILY TRUST	2022	$12,197.23	$703.31	$3,516.53

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 IMPROVED VALUE:	$825,000
SITE VALUE:	$775,000
CURRENT LAND TAX CHARGE:	**$10,035.82**

Notes to Certificate - Land Tax

Certificate No: 66865664

Power to Issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
   - Land tax that has been assessed but is not yet due,
   - Land tax for the current tax year that has not yet been assessed, and
   - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,850.00

Taxable Value = $775,000

Calculated as $975 plus ($775,000 - $600,000) multiplied by 0.500 cents.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 66865664

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: 66865664

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / FRANK J. HORVAT & CO. PTY.

Your Reference:	39001
Certificate No:	66865664
Issue Date:	12 SEP 2023

Land Address: 9 CURRAJONG STREET THOMASTOWN VIC 3074

Lot	Plan	Volume	Folio
119	13478	8087	846

Vendor: CATHERINE MARGA PALTA & HITESH KUMAR PALTA

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		$0.00	$0.00	$0.00	$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 66865664

Power to Issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
   - Windfall gains tax that is due and unpaid, including any penalty tax and interest
   - Windfall gains tax that is deferred, including any accrued deferral interest
   - Windfall gains tax that has been assessed but is not yet due
   - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
   - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 66865668

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: 66865668

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

PERMIT NUMBER: 720030

City of Whittlesea

PLANNING PERMIT

WHITTLESEA PLANNING SCHEME

ADDRESS OF THE LAND:

9 CURRAJONG STREET THOMASTOWN
LOT: 119 LP: 013478

THE PERMIT ALLOWS:

CONSTRUCTION OF FOUR DWELLINGS IN ACCORDANCE WITH THE ENDORSED PLAN

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Payments Required

1. Prior to the endorsement of plans, the permit holder must pay to Council a contribution for drainage pursuant to Clause 45.06 of the Whittlesea Planning Scheme. The drainage contribution will be subject to the Consumer Price Index (CPI) applicable at the time of payment.

Plans Required

2. Before the development and/or use hereby permitted starts, three copies of amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of this permit. The plans must be generally in accordance with the plans dated 01 July 2021 and prepared by Clovis Architectural Plans and Permits but modified to show:
    a. Retreat of Dwelling 3 converted to a bedroom with a minimum dimension of 3 metres by 3 metres.
    b. Deletion of the Bedroom 2 of Dwelling 3.

Date Issued: 21 October 2021

Signature for the Responsible Authority:

Daniel Lendvai

c. Provide eaves to the upper floor of Dwelling 2 and Dwelling 3 in lieu of the party wall as appropriate.

d. Correct the connection between Dwellings 3 and 4 shown on the northern and southern elevations to be consistent with upper floor plans.

e. Correct the upper floor footprint (indicated in blue) to accurately reflect the upper floor for each dwelling.

f. Provide a 1 metre setback between Dwelling 1 and the internal accessway while maintaining a 500mm upper floor setback to comply with Standard B15 – Parking Location.

g. Deletion of Bedroom 1 of Dwelling 4.

h. Deletion of the tandem car space to Dwelling 4.

i. Reduce the size of the raingarden to the east of the Dwelling 3 porch, to allow for vehicles to enter and exit the Dwelling 3 Garage in a forward direction (three point turn). The area of raingarden reduced is to offset to the west of the Dwelling 3 porch.

j. Landscaping as required by Condition 3 of this permit

k. Schedule of external materials, finishes and colours;

l. Drainage plans/WSUD techniques;

m. Any alterations as required by Condition 4 of this permit.

3. Concurrent with the endorsement of plans under Condition 2 and before the development and/or use hereby permitted commences, three copies of a landscape plan prepared by a suitably qualified (or experienced) landscape designer to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of this permit. The landscaping plan must be generally in accordance with the landscape concept plan dated 26 June 2021 prepared by Clovis Architectural Plans and Permits. The plan must show:

a. Details of landscaping for the front setback (or other areas as applicable) including a schedule of all proposed trees, shrubs and ground covers;
b. The identification of any vegetation to be retained including tree protection zones;
c. Canopy trees located within the front setback to be correctly annotated as Es (Wallangarra White Gum) in lieu of Ep.
d. Paving, retaining walls, fence design details and other landscape works including areas of cut and fill;
e. Stormwater management details as per the STORM/MUSIC report, including the specific sizes and location of the rainwater harvesting tanks, etc; and
f. If proposed, a section detail of permeable paving.

Date Issued: 21 October 2021

720030

Signature for the Responsible Authority:

Daniel Lendvai

4. Before the development hereby permitted starts, Sustainable Design Assessment to the satisfaction of the responsible authority must be submitted to, and approved by, the responsible authority. When approved, the plans will be endorsed and will then form part of this Permit. The amended plans and Sustainable Design Assessment must be generally in accordance with the submitted BESS Report dated 31 March 2021 prepared by Quick Smart Energy Ratings, but modified to show following –

   a. Indicate the cooling load for each dwelling to not exceed 28 MJ/sq.
   b. Indicate following commitments on plans -
      (a) A bicycle space provided within the garage of each dwelling appropriately.
      (b) Power point in the garage to accommodate infrastructure for charging electric vehicles in future.
      (c) Provide light or medium coloured roof and driveway to reduce Urban Heat Island Impact. Roof selected must have a Solar reflectance of more than 0.15.
      (d) Provide appropriate shading to all North, East and West facing windows.
   c. Annotate following commitments on plans -
      (a) Water efficient landscaping - use of native or drought tolerant species wherever possible. If irrigation required, include drip irrigation and mulch.
      (b) Rainwater tanks connected to toilets and irrigation.
      (c) Double glazing to all windows.
      (d) Light/Medium coloured roof with a solar reflectance more than 0.15
      (e) Light/Medium coloured paving and driveway.
      (f) 80% of construction and demolition waste must be recycled.
      (g) Use low VOC paints for the internal walls is recommended.
      (h) All timber used in the development should be Forest Stewardship Council (FSC) or Program for the Endorsement of Forest Certification (PEFC) certified or recycled / reused.

5. Prior to the commencement of works, including demolition and excavation, a Construction Management Plan must be submitted to and endorsed by the Responsible Authority and be in accordance with the Responsible Authority's Construction Management Plan template and include a detailed Site Management Plan. No works are permitted to occur until the Plan has been endorsed by the Responsible Authority. Once endorsed, the Construction Management Plan will form part of the permit and must be implemented to the satisfaction of the Responsible Authority.

   For further information, including submission, please contact Council's Infrastructure Protection unit on 9217 2170 or info@whittlesea.vic.gov.au.

Date Issued: 21 October 2021

Signature for the Responsible Authority:

Daniel Lendvai

720030

Layout Not Altered

6. The development allowed by this permit and shown on the plans and/or schedules endorsed to accompany this permit shall not be amended for any reason without the consent of the Responsible Authority.

7. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.

Landscaping and Stormwater Management

8. Prior to the occupation of the dwellings hereby approved, landscaping and stormwater management works shown on the endorsed plan must be completed and then maintained to the satisfaction of the Responsible Authority.

Actions Before Use Commences

9. Prior to the occupation of any building approved under this permit, a compliance inspection and report from the author of the *Sustainable Design Assessment (SDA)*, approved pursuant to this permit, or similarly qualified person or company, must be submitted to the Responsible Authority.

   The compliance report must be to the satisfaction of the Responsible Authority and must confirm that all measures specified in the *SDA* have been implemented in accordance with the approved documentation.

10. Before the occupation of the development hereby permitted, the area(s) set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
    a. Constructed;
    b. Properly formed to such levels that they can be used in accordance with the plans;
    c. Surfaced with an all-weather sealcoat or treated to the satisfaction of the Responsible Authority to prevent dust and gravel being emitted from the site;
    d. Drained and maintained;

    to the satisfaction of the Responsible Authority. Car spaces, access lanes and driveways must be kept available for these purposes at all times, to the satisfaction of the Responsible Authority.

11. A minimum of five (5) car spaces must be provided on the land for the *development* permitted, to the satisfaction of the Responsible Authority.

12. In areas set aside for car parking, measures must be taken to the satisfaction of the Responsible Authority to prevent damage to fences or landscaped areas.

Date Issued: 21 October 2021

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Signature for the Responsible Authority:

Daniel Lendvai

13. Vehicular access to the site must be by way of a vehicle crossing constructed in accordance with Council's Vehicle Crossing Specifications to suit the proposed driveway(s) and the vehicles that will be using the crossing(s). The location, design and construction of the vehicle crossing(s) must be approved by the Responsible Authority. Any existing unused or redundant crossing(s) must be removed and replaced with concrete kerb, channel and nature strip to the satisfaction of the Responsible Authority. All vehicle crossing works are to be carried out with Council supervision under a 'Infrastructure Protection Permit.'

14. The permit holder shall be responsible to meet all costs associated with reinstatement and/or alterations to Council or other Public Authority assets deemed necessary by such Authorities as a result of the development. The permit holder shall be responsible for obtaining prior specific written approval for any works involving the alteration of Council or other Public Authority assets.

15. Prior to occupation of any dwelling on the subject site, a letter box and house number to the satisfaction of the Responsible Authority shall be provided for each dwelling.

16. At all times during the construction phase of the development, the permit holder shall take measures to ensure that pedestrians are able to use with safety any footpath along the boundaries of the site.

17. Upon completion of all buildings and works authorised by this permit the permit holder must notify the Responsible Authority of the satisfactory completion of the development and compliance with all relevant conditions.

Drainage Management

18. Before starting any buildings or works, engineering plans showing a properly prepared design (with computations) for the internal drainage and method of disposal of stormwater from all roofed and sealed areas, including the use of an on-site detention system, must be submitted to Council for approval. These internal drainage works must be completed to Council's satisfaction prior to using or occupying any building on the site.

19. Prior to the occupation of the dwellings hereby approved, the permit holder is required to construct at no cost to Council, drainage works between the subject site and the Council nominated point of discharge. Such drainage works must be designed by a qualified engineer and submitted to and approved by Council. Computations will also be required to demonstrate that the drainage system will not be overloaded by the new development. Construction of the drainage system must be carried out in accordance with Council specifications and under Council supervision.

20. Discharge of stormwater from the land is required by means of an underground pipe drainage system designed to the satisfaction of the Responsible Authority and discharging to the legal point of

discharge in a street or an underground pipe drain to the requirements of the Responsible Authority. In this regard no water must be discharged from any pipe or paved area onto the surface of any adjacent land. Stormwater flows in excess of the approved capacity of the pipe drainage system must not be trapped by any construction but must be permitted to flow over the finished surface of the site to the street or drainage easement.

21. Prior to the occupation of the dwellings hereby approved, reticulated (water, sewerage, gas and electricity) services must be constructed and available to the satisfaction of the Responsible Authority.

General Amenity – Construction works

22. Any litter generated by building activities on the site shall be collected and stored in an appropriate enclosure which complies with Council's Code of Practice for building/development sites. The enclosures shall be regularly emptied and maintained such that no litter overspills onto adjoining land. Prior to occupation and/or use of the building, all litter shall be completely removed from the site.

23. During the construction phase, vehicles leaving the site must not deposit mud or other materials on roadways. Any mud or other materials deposited on roadways as a result of construction works on the site must be cleaned to the satisfaction of the Responsible Authority within two hours of it being deposited.

Permit Expiry

24. In accordance with the Planning and Environment Act 1987 a permit for the development expires:

    (a) the approved development does not start within 2 years of the date of this permit; or

    (b) the approved development is not completed within 4 years of the date of this permit.

    The responsible authority may extend the periods referred to above if a request is made in writing. This request must be made before or within 6 months after the permit expiry date where the development has not yet started and within 12 months after the permit expiry date where the development allowed by the permit has lawfully started before the permit expires.

Notes:

Advanced Trees

An advanced tree under this permit shall generally constitute the following:

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Signature for the Responsible Authority:

Daniel Lendvai

- Evergreen – minimum container size 45 litre spring ring, calliper at ground level 50mm.
- Deciduous – minimum calliper at ground level 65mm, minimum height 2 metres.

Easements

Any building or works to occur within an easement must be carried out to the satisfaction of the Responsible Authority. In addition, the following will apply:

- Access to any drainage pit in the easement is to be maintained.
- The Responsible Authority reserves the right to excavate, lay, repair or replace pipes within the easement.
- The Responsible Authority is not liable for any damage from such works and that reinstatement shall be the owner's responsibility and at the owner's expense.
- Prior to a building approval being issued, any drain(s) existing in the easement are required to be shown on the plans, with a detailed sketch indicating any pier and beam footings required to span these public assets.
- Building approval must be obtained prior to the commencement of the works.
- Construction (engineering) Plans with details of additional pit(s), must be submitted to and approved by the Responsible Authority.

Property Numbering

Please note that property addresses and numbering is allocated by Council. This is usually formalised at the time of the subdivision, however it is Council's intention to number the proposed dwellings as follows:

- Unit 1 – 1/9 Currajong Street, Thomastown
- Unit 2 - 2/9 Currajong Street, Thomastown
- Unit 3 - 3/9 Currajong Street, Thomastown
- Unit 4 - 4/9 Currajong Street, Thomastown

Please check with Council's Subdivision Department to verify all street numberings.

Date Issued: 21 October 2021

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Signature for the Responsible Authority:

Daniel Lendvai

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

* The Responsible Authority has issued a permit.

WHEN DOES A PERMIT BEGIN?

A permit operates:

* from the date specified in the permit, or
* if no date is specified, from
  (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
  (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of the land expires if –
   * the development or any stage of it does not start within the time specified in the permit, or
   * the development requires the certification of a Plan of Subdivision or consolidation under the *Subdivision Act* 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision, or
   * the development or any stage is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the Plan of Subdivision or consolidation under the *Subdivision Act* 1988.

2. A permit for the use of the land expires if –
   * the use does not start within the time specified in the permit or, if no time is specified, within two years after the issue of the permit, or
   * the use is discontinued for a period of two years.

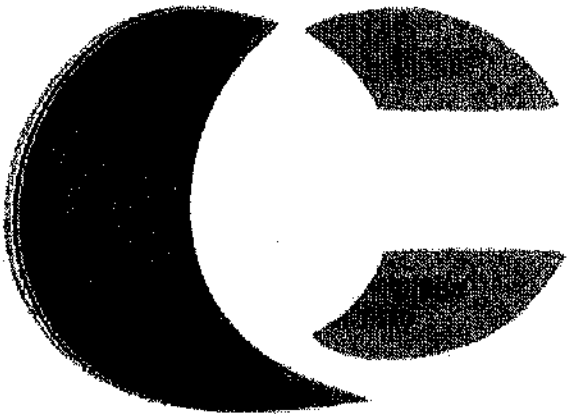
3. A permit for the development and use of the land expires if –
   * the development or any stage of it does not start within the time specified in the permit, or
   * the development or any stage of it is not completed within the time specified in the permit or, if no time is specified, within two years after the issue of the permit, or
   * the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development, or
   * the use is discontinued for a period of two years.

4. If a permit for the use of the land or the development and use of the land or relating to any of the circumstances mentioned in Section 6A(2) of the *Planning and Environment Act* 1987, or to any combination of use, development or any of those circumstances requires the certification of a Plan of Subdivision under the *Subdivision Act* 1988, unless the permit contains a different provision –
   * the use or development of any stage is to be taken to have started when the plan is certified; and
   * the permit expires if the plan is not certified within two years of the issue of the permit.

5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

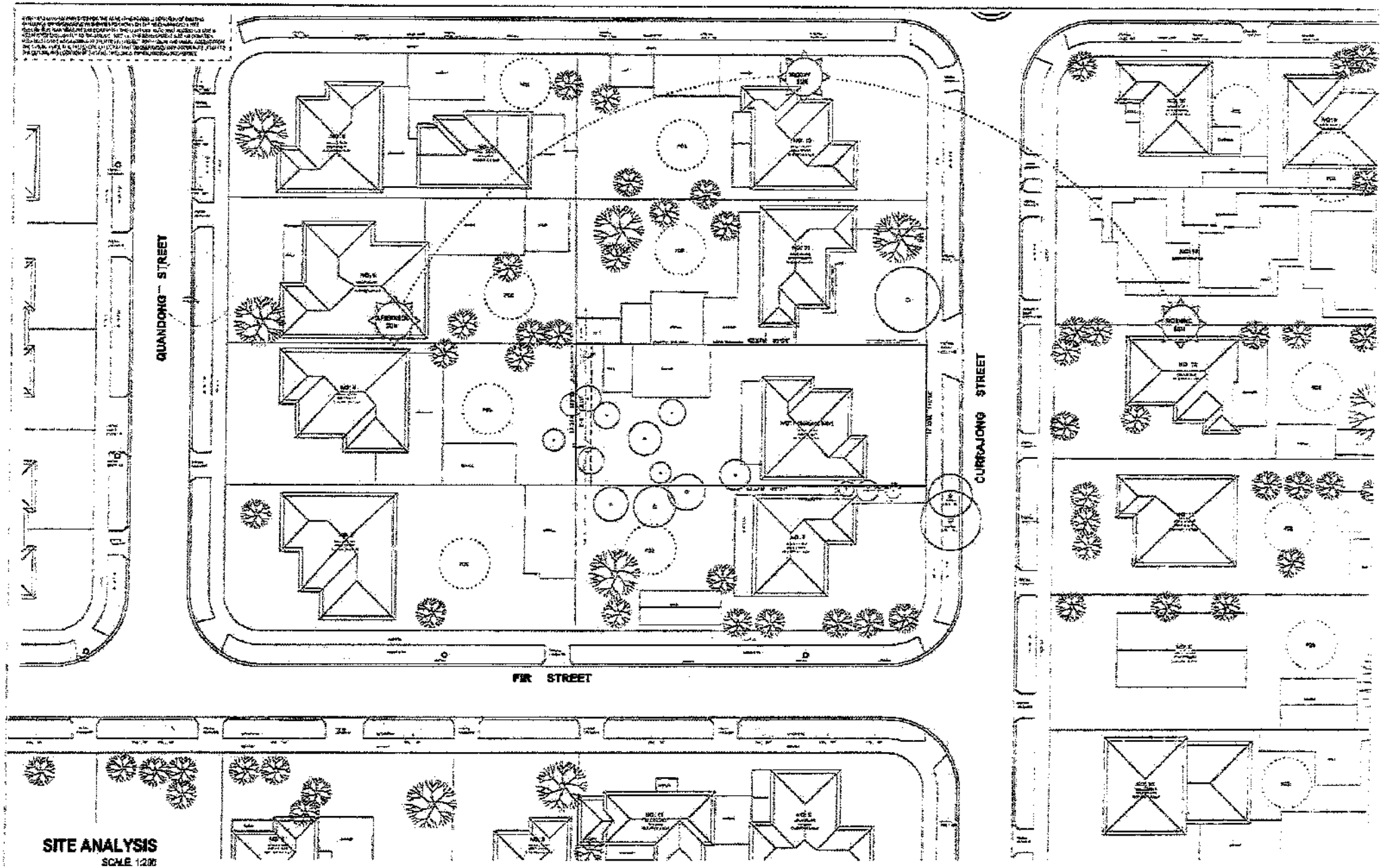
* The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of appeal exists.
* An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
* An appeal is lodged with the Victorian Civil and Administrative Tribunal.
* An appeal must be made on a Notice of Appeal form, which can be obtained from the Victorian Civil and Administrative Tribunal and must be accompanied by the prescribed fee.
* An appeal must state the grounds upon which it is based.
* An appeal must also be served on the Responsible Authority.
* Details about appeals and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.
* The address of the Victorian Civil and Administrative Tribunal is 55 King Street, Melbourne 3000. The telephone number is (03) 9628 9777.



CLOVIS ARCHITECTURAL PLANS & PE

Email: dorian.francis.architectural@gmail.com

PH- 0422-888-869



SITE ANALYSIS

SCALE 1:200

TOWN PLANNING ONLY

MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

PROPOSED - SITE ANALYSIS

DESIGN RESPONSE

1. EXISTING CROSSOVER TO BE UNALTERED FOR ACCESS TO UNIT 1
2. NEW CONCRETE DRIVEWAY FOR ACCESS TO UNIT 2-4
3. NEW GARAGES TO PROPOSED DWELLINGS TO BE SUBSTANTIALLY SETBACK FROM STREET TO AVOID VISIBLE IMPACT ON EXISTING STREETSCAPE.
4. NEW MAILBOXES FOR ALL DWELLINGS.
5. FRONT SETBACK OF 9M FOR PROPOSED UNIT 1.
6. 120M2 AREA PROVIDE SPACE FOR LANDSCAPING
7. OPEN SPACE ON SITE FOR EACH DWELLING TO DISTRIBUTED TO THE REAR AND THROUGHOUT THE SITE. THE DEVELOPMENT WILL PROVIDE SUFFICIENT PRIVATE OPEN SPACE FOR THE REASONABLE RECREATION, SERVICE AND STORAGE NEEDS OF RESIDENTS. THE PRIVATE OPEN SPACES FOR BOTH DWELLING ARE LOCATED OFF LIVING AREAS.
8. LANDSCAPING LOCATION TO PROVIDE SOFT BUFFER AND SCREENING BETWEEN THE ADJOINING PROPERTIES.

EXTENSIVE LANDSCAPING TO BE IMPLEMENTED.

QUANDONG STREET

CURRAJONG STREET

FIR STREET

DESIGN RESPONSE

SCALE: 1:200

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MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

PROPOSED - DESIGN RESPONSE

AREA ANALYSIS

SITE AREA	741.38m²	100%
BUILDING AREA	304.68m²	41.10%
NON-PERMEABLE SURFACES	155.40m²	20.40%
PERMEABLE SURFACES	270.78m²	36.50%

UNIT 1

GROUND FLOOR	83.05m²	
FIRST FLOOR	52.55m²	
GARAGE	24.20m²	
PORCH	4.10m²	
TOTAL	158.90m²	15.85sqr

UNIT 2

GROUND FLOOR	48.75m²	
FIRST FLOOR	54.85m²	
GARAGE	23.25m²	
PORCH	1.86m²	
TOTAL	128.80m²	13.28sqr

UNIT 3

GROUND FLOOR	43.75m²	
FIRST FLOOR	54.15m²	
GARAGE	23.25m²	
PORCH	2.45m²	
TOTAL	123.60m²	13.30sqr

UNIT 4

GROUND FLOOR	60.00m²	
FIRST FLOOR	54.95m²	
CARPORT	18.40m²	
PORCH	1.65m²	
TOTAL	135.00m²	14.50sqr

PRIVATE OPEN SPACE ANALYSIS

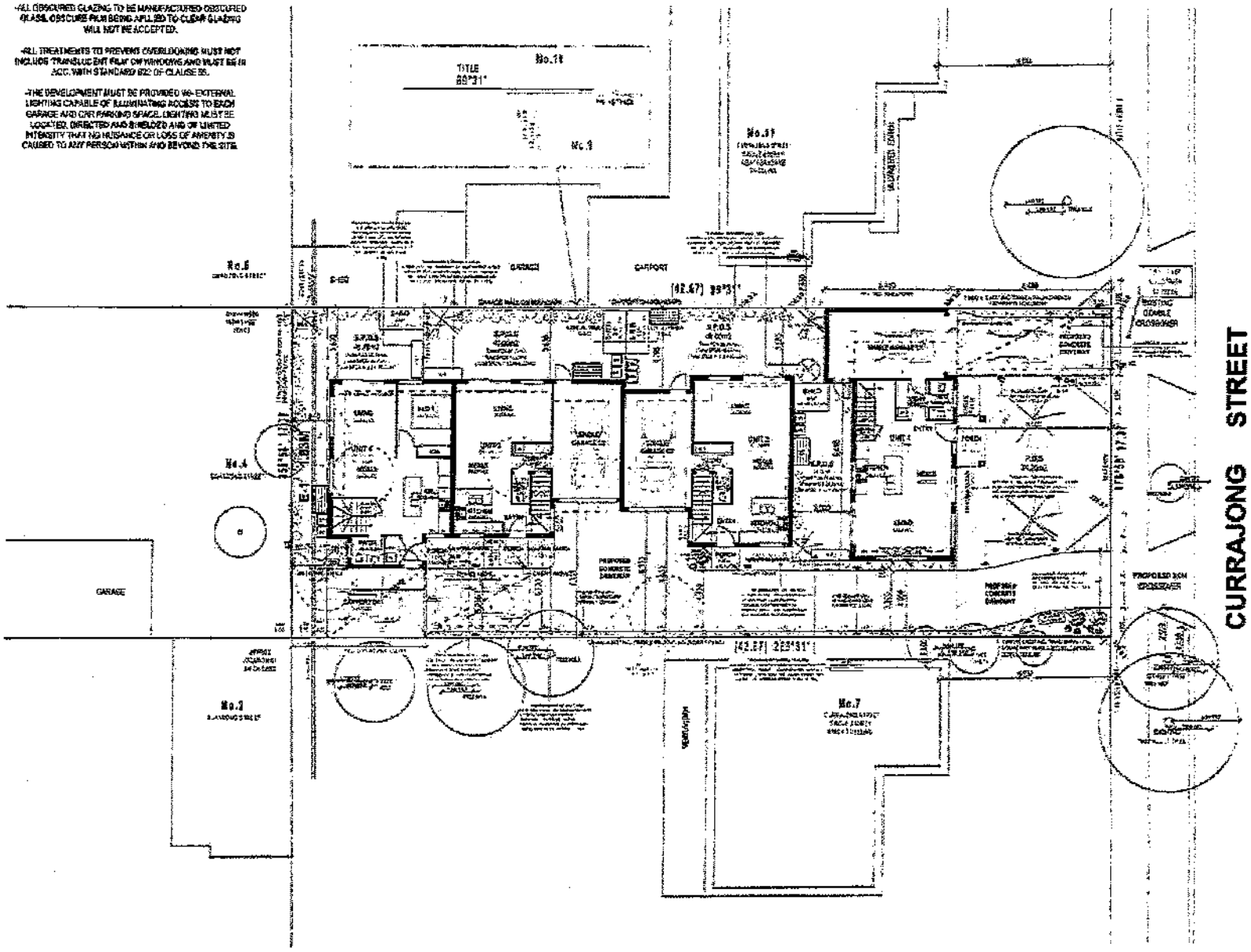
UNIT 1	S.P.O.S	29.25m2
	P.O.S	74.20m2
	S.P.O.S IN 3M	29.25m2
UNIT 2	S.P.O.S	40.00m2
	P.O.S	60.00m2
	S.P.O.S IN 3M	40.00m2
UNIT 3	S.P.O.S	48.00m2
	P.O.S	08.00m2
	S.P.O.S IN 3M	48.00m2
UNIT 4	S.P.O.S	46.70m2
	P.O.S	00.00m2
	S.P.O.S IN 3M	38.50m2

NOTE:

-ALL OBSCURED GLAZING TO BE MANUFACTURED OBSCURED GLASS. OBSCURE FILM BEING APPLIED TO CLEAR GLAZING WILL NOT BE ACCEPTED.

-ALL TREATMENTS TO PREVENT OVERLOOKING MUST NOT INCLUDE TRANSLUCENT FILM ON WINDOWS AND MUST BE IN ACC. WITH STANDARD B22 OF CLAUSE 55.

-THE DEVELOPMENT MUST BE PROVIDED WITH EXTERNAL LIGHTING CAPABLE OF ILLUMINATING ACCESS TO EACH GARAGE AND CAR PARKING SPACE. LIGHTING MUST BE LOCATED, DIRECTED AND SHIELDED AND OF LIMITED INTENSITY THAT NO NUISANCE OR LOSS OF AMENITY IS CAUSED TO ANY PERSON WITHIN AND BEYOND THE SITE.



GROUND FLOOR PLAN

SCALE: 1:100

TOWN PLANNING ONLY

MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

PROPOSED - GROUND FLOOR

AREA ANALYSIS

SITE AREA	749.05m²	100%
BUILDING AREA	308.60m²	41.19%
NON-PERMEABLE SURFACES	170.70m²	22.80%
PERMEABLE SURFACES	270.70m²	36.01%

UNIT 1

GROUND FLOOR	69.05m²
FIRST FLOOR	57.36m²
GARAGE	24.20m²
PORCH	4.19m²
TOTAL	128.36m² 13.81sq

UNIT 2

GROUND FLOOR	48.73m²
FIRST FLOOR	54.55m²
GARAGE	23.25m²
PORCH	1.85m²
TOTAL	128.58m² 13.83sq

UNIT 3

GROUND FLOOR	49.75m²
FIRST FLOOR	54.55m²
GARAGE	23.25m²
PORCH	2.45m²
TOTAL	129.90m² 13.98sq

UNIT 4

GROUND FLOOR	49.90m²
FIRST FLOOR	54.59m²
CARPORT	16.45m²
PORCH	1.95m²
TOTAL	123.89m² 14.59sq

PRIVATE OPEN SPACE ANALYSIS

UNIT 1	S.P.O.S	28.25m2
	P.O.S	74.00m2
	S.P.O.S IN 3M	28.25m2
UNIT 2	S.P.O.S	40.40m2
	P.O.S	90.90m2
	S.P.O.S IN 3M	30.80m2
UNIT 3	S.P.O.S	46.00m2
	P.O.S	82.00m2
	S.P.O.S 3X3M	49.20m2
UNIT 4	S.P.O.S	46.70m2
	P.O.S	90.05m2
	S.P.O.S IN 3M	32.00m2

NOTE:

ALL OBSCURED GLAZING TO BE MANUFACTURED OBSCURED GLASS. OBSCURE FILM BEING APPLIED TO CLEAR GLAZING WILL NOT BE ACCEPTED.

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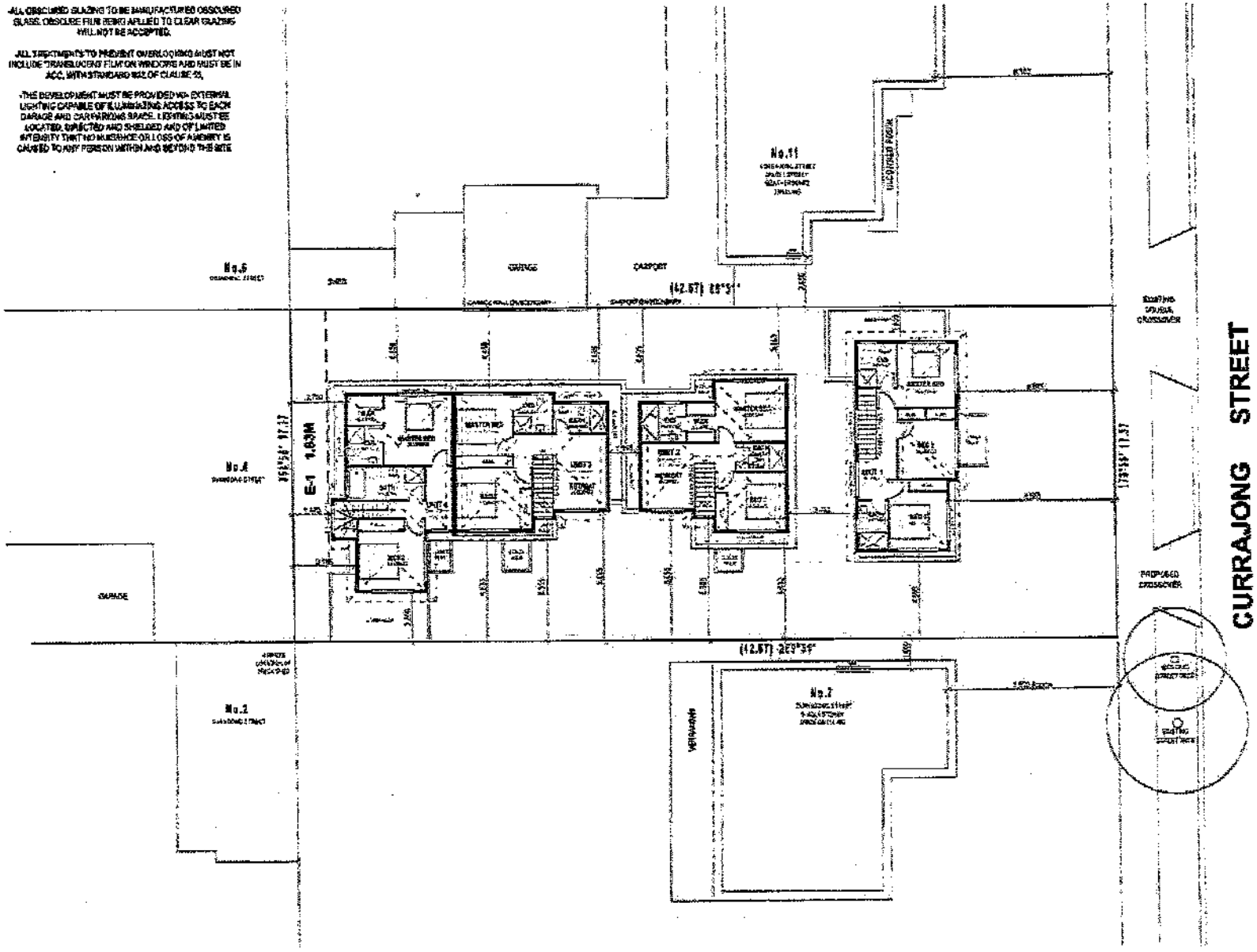

FIRST FLOOR PLAN

SCALE: 1:100

TOWN PLANNING ONLY

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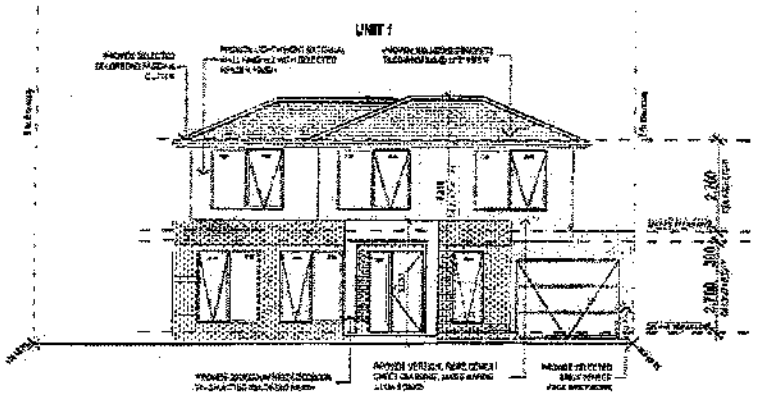
MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

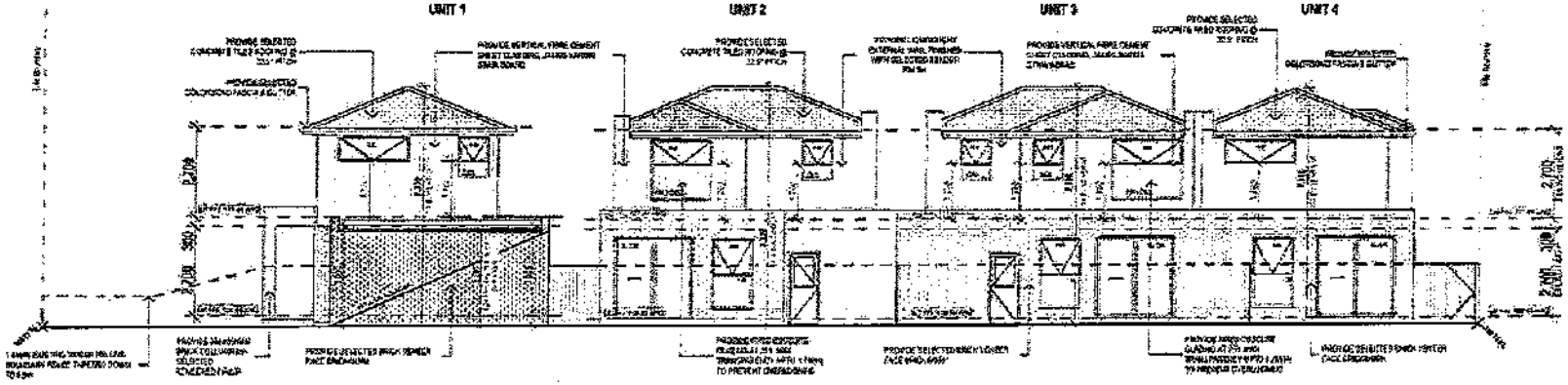
PROPOSED - FIRST FLOOR

LEGEND
SLD SLIDING PANEL
SLDOBS OBSCURE SLIDING PANEL
FIX FIXED GLAZING
FIXOBS OBSCURE FIXED GLAZING
AW AWNING WINDOW
AWOBS OBSCURE AWNING WINDOW

NOTE:
- PLEASE REFER TO MATERIAL SCHEDULE FOR EXACT MATERIAL FINISH.
- ALL OBSCURE GLAZING WITH NOT MORE THAN 25 PER CENT TRANSPARENCY
- EXTERNAL LIGHTING TO BE CONTROLLED BY MOTION DETECTOR



EAST ELEVATION
SCALE: 1:100



NORTH ELEVATION
SCALE: 1:100

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REVISIONS	DATE

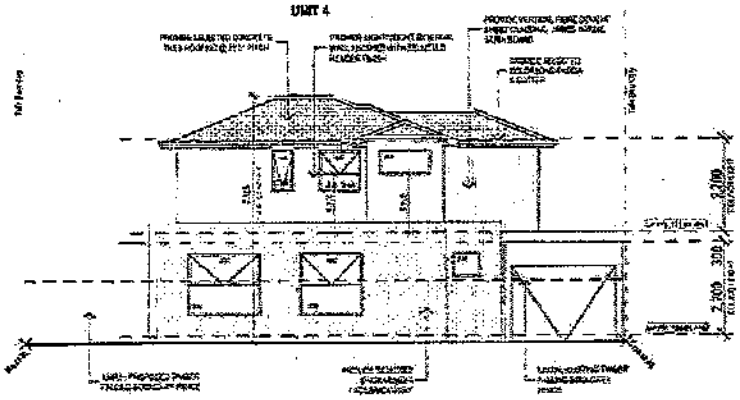
MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

PROPOSED - ELEVATIONS

LEGEND

SLD	SLIDING PANEL
SLDOBS	OBSCURE SLIDING PANEL
FIX	FIXED GLAZING
FIXOBS	OBSCURE FIXED GLAZING
AWN	AWNING WINDOW
AWNOBS	OBSCURE AWNING WINDOW

NOTE:
- PLEASE REFER TO MATERIAL SCHEDULE FOR EXACT MATERIAL FINISH.
- ALL OBSCURE GLAZING WITH NOT MORE THAN 25 PER CENT TRANSPARENCY
- EXTERNAL LIGHTING TO BE CONTROLLED BY MOTION DETECTOR



WEST ELEVATION
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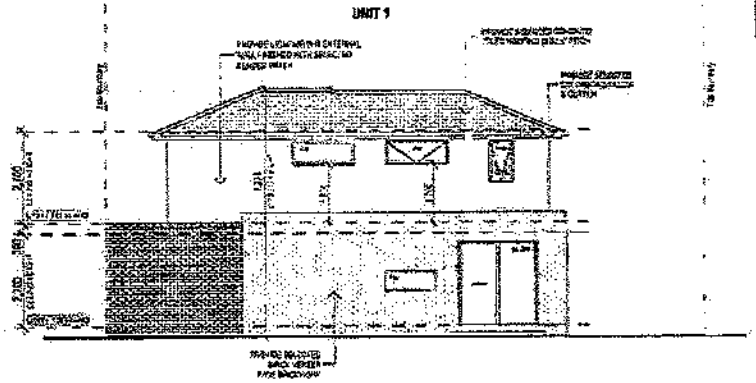
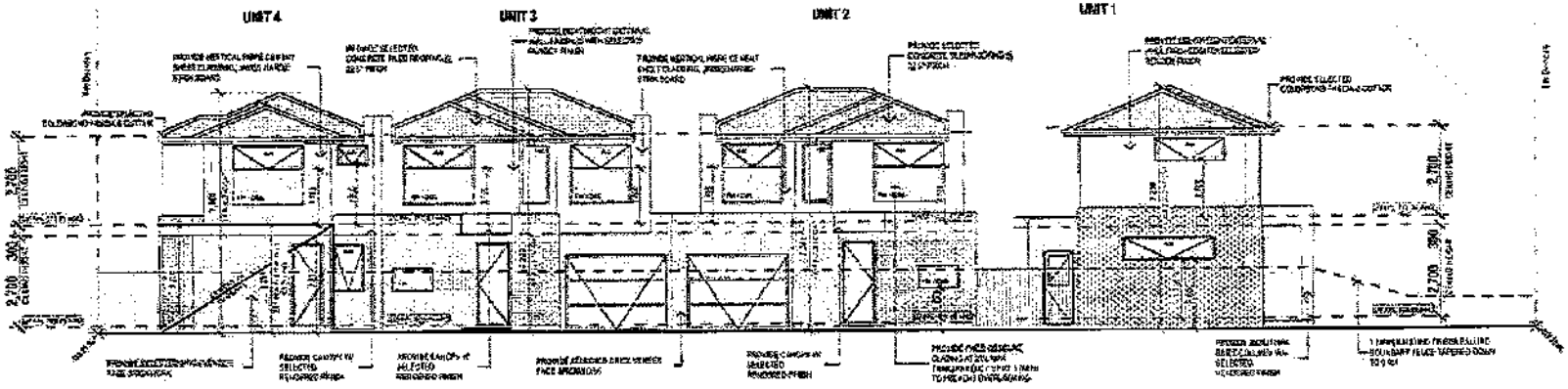


U1 INTERNAL EAST ELEVATION
SCALE: 1:100

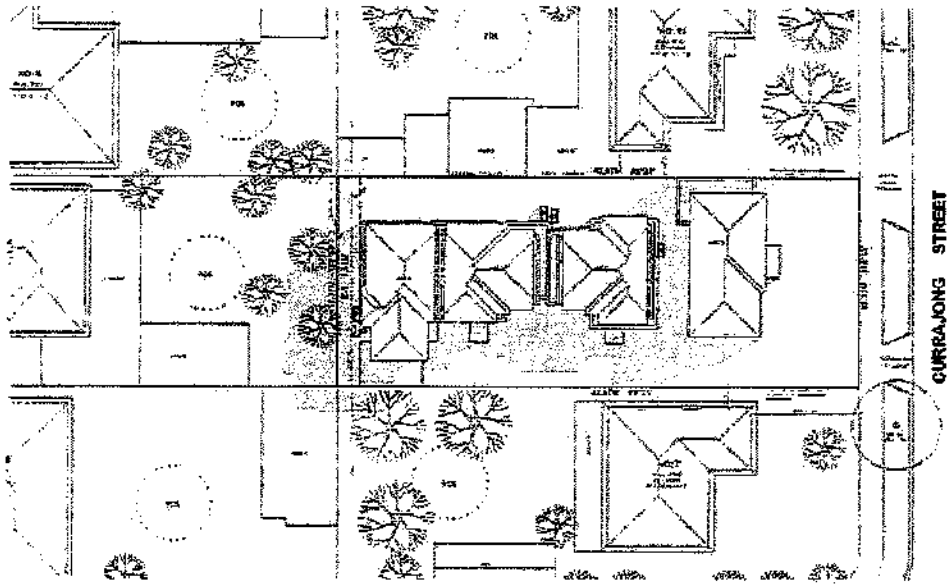


SOUTH ELEVATION
SCALE: 1:100

TOWN PLANNING ONLY

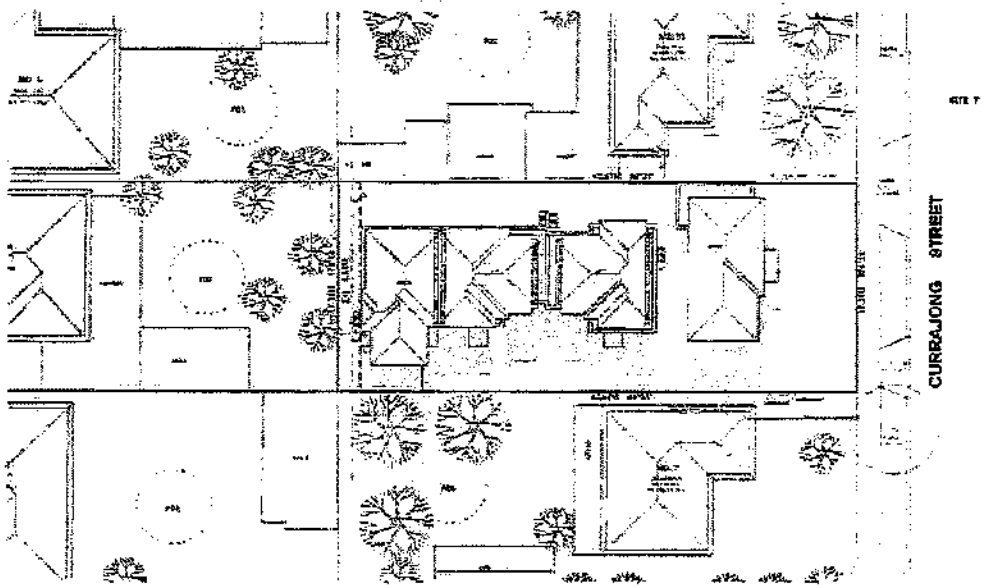
MULTI-UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

PROPOSED - ELEVATIONS (1)



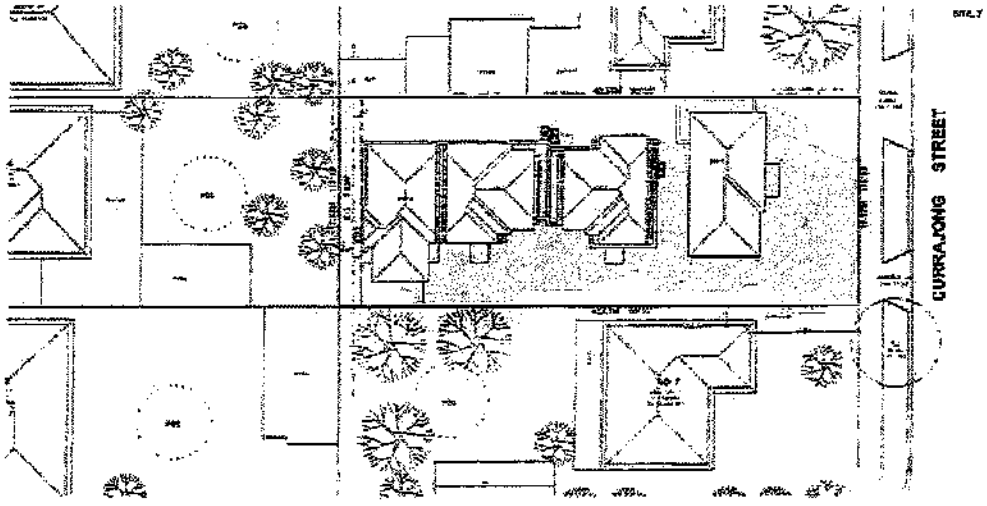
22nd SEPTEMBER
9AM SHADOW DIAGRAM

SCALE: 1:200



22nd SEPTEMBER
12PM SHADOW DIAGRAM

SCALE: 1:200



22nd SEPTEMBER
3PM SHADOW DIAGRAM

SCALE: 1:200

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MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

PROPOSED - SHADOW DIAGRAMS

EXTERNAL COLOUR AND MATERIALS SCHEDULE

SR-1 - SMOOTH RENDER FINISH CREAM COLOUR

WF - ALUMINUM FRAMED WINDOWS

GD - GARAGE DOOR

FB - FACE BRICKWORK

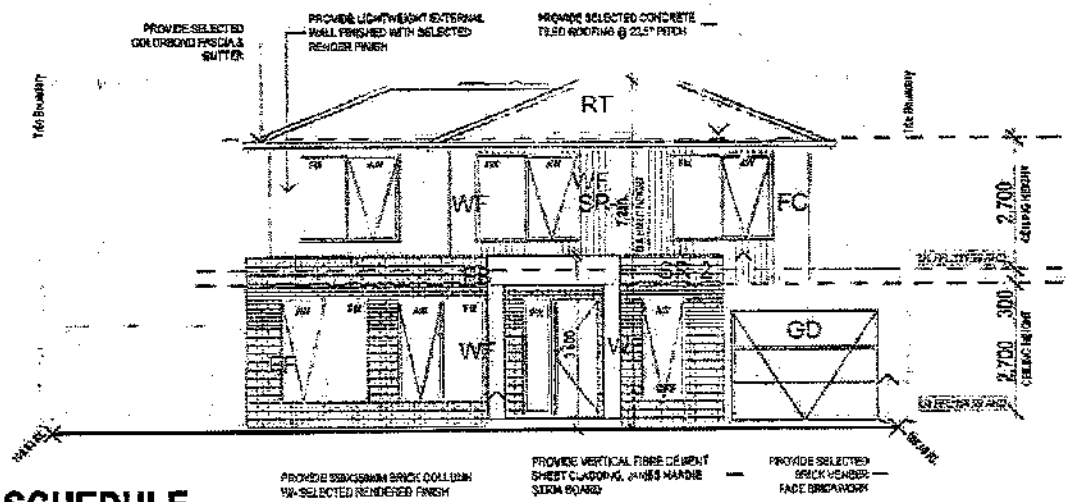
CONC - CONCRETE PAVED DRIVEWAY

RT - CONCRETE ROOF TILES

FF - DRESSED TIMBER FENCE

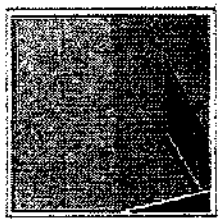
FC - VERTICAL FIBRE CEMENT SHEET CLADDING

UNIT 1

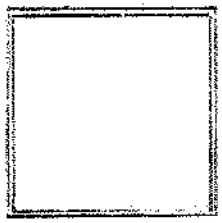


MATERIAL SCHEDULE

SCALE: 1:100



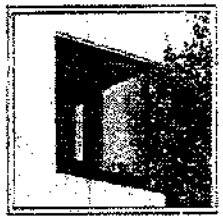
VERTICAL FIBRE CEMENT SHEET CLADDING - LIGHT GREY



SMOOTH RENDER FINISH - CONCRETE CREAM



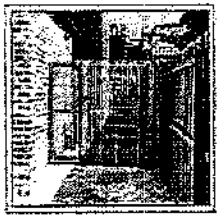
PGH FACE BRICKWORK - EAGLEMONT SPLITS



SELECTED WINDOW FRAMES - COLORBOND BLACK



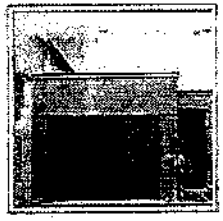
TEXTURED CONCRETE DRIVEWAY - MUTED GREY TONE



FRONT TIMBER FENCE -NATURAL STAIN



SELECTED FIXED AND AWNING OBSCURE GLAZING



GARAGE DOOR -COLORBOND MONUMENT



CONCRETE TILES ROOFING - MONUMENT

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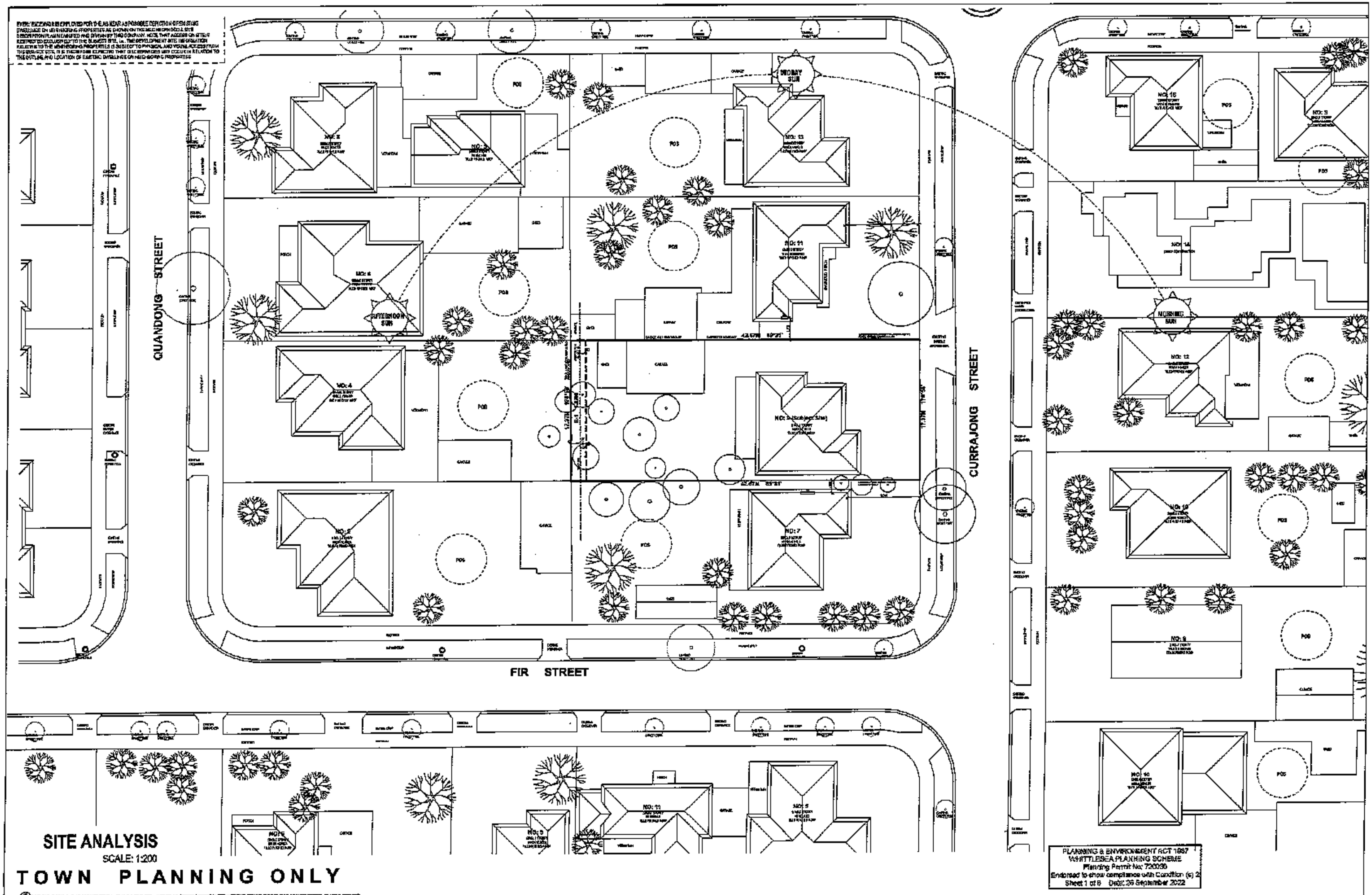
MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN, VIC, 3074

PROPOSED - MATERIAL SCHEDULE



SITE ANALYSIS

SCALE: 1:200

TOWN PLANNING ONLY

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720030
Endorsed to show compliance with Condition (s) 2
Sheet 1 of 8 Date: 26 September 2022

MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

PROPOSED - SITE ANALYSIS

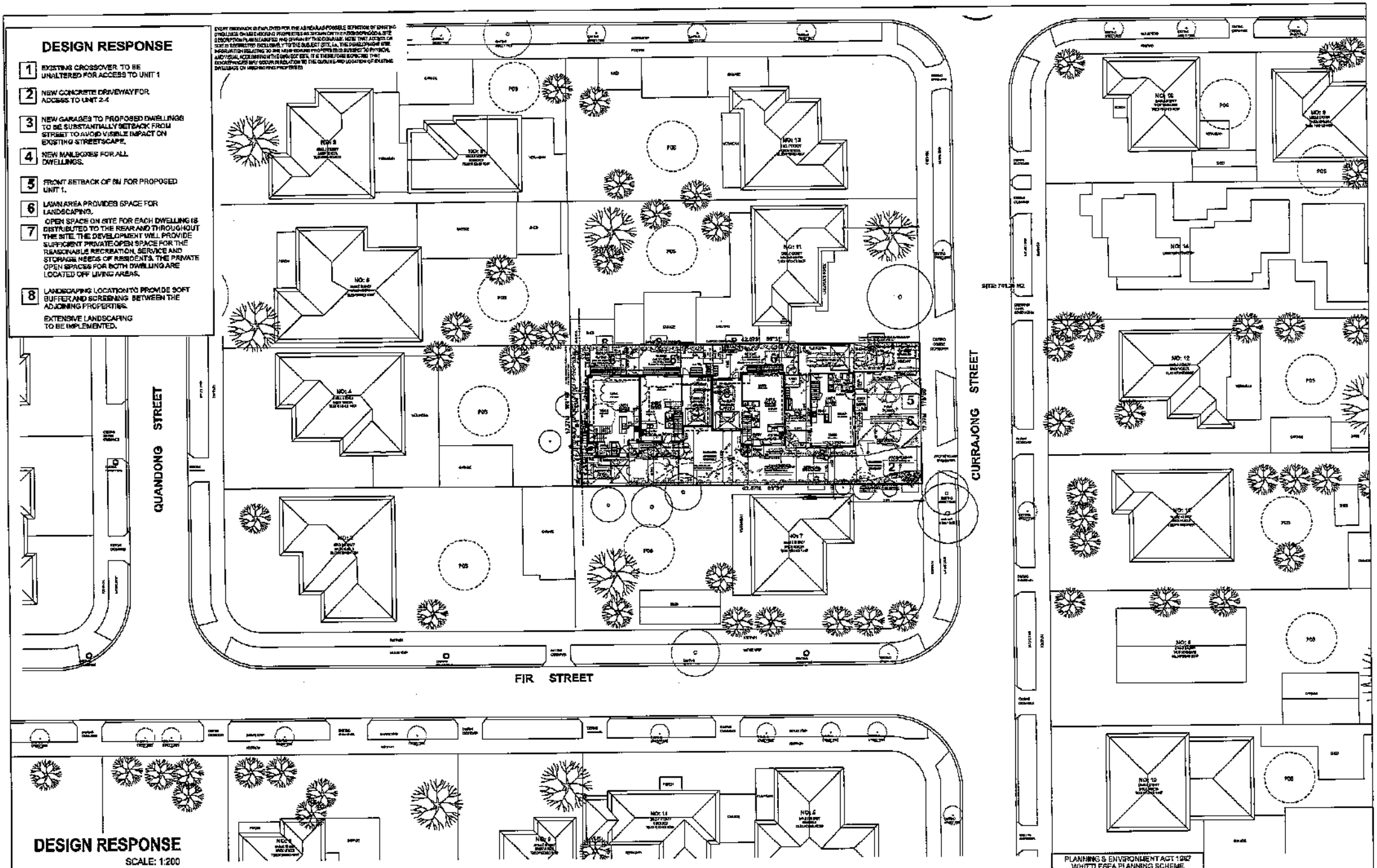
SCALE 1:200 @ A1	REVISION DATE: 21/09/2022	DRAWING No: TP
DATE 12.05.21		1 of 8

17 HUNTINGTON GROVE, COBURG EAST 3058
E: DORIAN.FRANCIS.ARCHITECTURAL@GMAIL.COM

DESIGN RESPONSE

1. EXISTING CROSSOVER TO BE UNALTERED FOR ACCESS TO UNIT 1
2. NEW CONCRETE DRIVEWAY FOR ACCESS TO UNIT 2-4
3. NEW GARAGES TO PROPOSED DWELLINGS TO BE SUBSTANTIALLY SETBACK FROM STREET TO AVOID VISIBLE IMPACT ON EXISTING STREETSCAPE.
4. NEW MAILBOXES FOR ALL DWELLINGS.
5. FRONT SETBACK OF 8M FOR PROPOSED UNIT 1.
6. LAWN AREA PROVIDES SPACE FOR LANDSCAPING.
7. OPEN SPACE ON SITE FOR EACH DWELLING IS DISTRIBUTED TO THE REAR AND THROUGHOUT THE SITE. THE DEVELOPMENT WILL PROVIDE SUFFICIENT PRIVATE OPEN SPACE FOR THE REASONABLE RECREATION, SERVICE AND STORAGE NEEDS OF RESIDENTS. THE PRIVATE OPEN SPACES FOR BOTH DWELLING ARE LOCATED OFF LIVING AREAS.
8. LANDSCAPING LOCATION TO PROVIDE SOFT BUFFER AND SCREENING BETWEEN THE ADJOINING PROPERTIES.

EXTENSIVE LANDSCAPING TO BE IMPLEMENTED.



DESIGN RESPONSE

SCALE: 1:200

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PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720000
Endorsed to show compliance with Condition (s) 2
Sheet 2 of 8 Date: 26 September 2022

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E: DORIAN.FRANCIS.ARCHITECTURAL@GMAIL.COM

REVISIONS: DATE:

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MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

PROPOSED - DESIGN RESPONSE

DRAWN BY: G.S.O.S.	PROJECT NO.:	REVISED NO:	
SCALE: 1:200 @ A1	REVISION DATE: 21/09/2022	DRAWING No: TP 2 of 8	
DATE: 12.09.21			

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720035
Endorsed to show compliance with Condition (s) 2
Sheet 3 of 8 Date: 28 September 2022

AREA ANALYSIS

SITE AREA	741.30m²	100%
BUILDING AREA	301.65m²	40.70%
NON-PERMEABLE SURFACES	155.40m²	20.90%
PERMEABLE SURFACES	273.45m²	36.80%

UNIT 1

GROUND FLOOR	50.30m²
FIRST FLOOR	55.10m²
GARAGE	24.20m²
PORCH	4.10m²
TOTAL	133.70m² 14.50sqr

UNIT 2

GROUND FLOOR	48.75m²
FIRST FLOOR	42.25m²
GARAGE	23.25m²
PORCH	1.95m²
TOTAL	116.19m² 12.50sqr

UNIT 3

GROUND FLOOR	43.75m²
FIRST FLOOR	54.15m²
GARAGE	23.25m²
PORCH	2.45m²
TOTAL	123.60m² 13.30sqr

UNIT 4

GROUND FLOOR	60.80m²
FIRST FLOOR	54.90m²
CARPORT	18.40m²
PORCH	1.96m²
TOTAL	135.85m² 14.58sqr

PRIVATE OPEN SPACE ANALYSIS

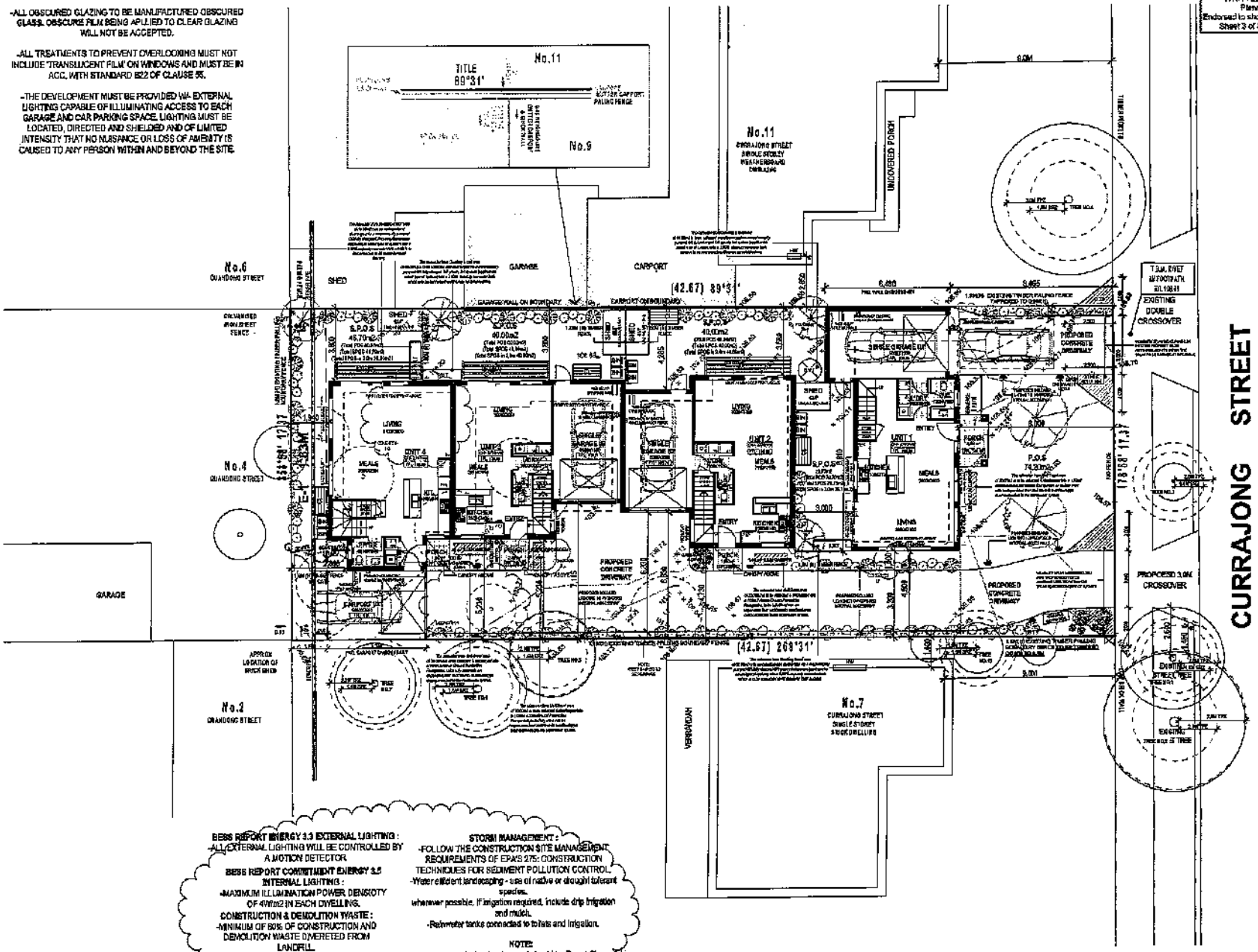
UNIT 1	S.P.O.S	28.25m2
	P.O.S	74.20m2
	S.P.O.S IN 3M	28.25m2
UNIT 2	S.P.O.S	40.00m2
	P.O.S	00.00m2
	S.P.O.S IN 3M	40.00m2
UNIT 3	S.P.O.S	40.00m2
	P.O.S	00.00m2
	S.P.O.S IN 3M	40.00m2
UNIT 4	S.P.O.S	46.70m2
	P.O.S	00.00m2
	S.P.O.S IN 3M	26.00m2

NOTE:

-ALL OBSCURED GLAZING TO BE MANUFACTURED OBSCURED GLASS. OBSCURE FILM BEING APPLIED TO CLEAR GLAZING WILL NOT BE ACCEPTED.

-ALL TREATMENTS TO PREVENT OVERLOOKING MUST NOT INCLUDE TRANSLUCENT FILM ON WINDOWS AND MUST BE IN ACC. WITH STANDARD B22 OF CLAUSE 55.

-THE DEVELOPMENT MUST BE PROVIDED WA EXTERNAL LIGHTING CAPABLE OF ILLUMINATING ACCESS TO EACH GARAGE AND CAR PARKING SPACE. LIGHTING MUST BE LOCATED, DIRECTED AND SHIELDED AND OF LIMITED INTENSITY THAT NO NUISANCE OR LOSS OF AMENITY IS CAUSED TO ANY PERSON WITHIN AND BEYOND THE SITE.



BESS REPORT ENERGY 3.3 EXTERNAL LIGHTING :
-ALL EXTERNAL LIGHTING WILL BE CONTROLLED BY A MOTION DETECTOR.

BESS REPORT COMMITMENT ENERGY 3.5
INTERNAL LIGHTING :
-MAXIMUM ILLUMINATION POWER DENSIOTY OF 4W/m2 IN EACH DWELLING.

CONSTRUCTION & DEMOLITION WASTE :
-MINIMUM OF 80% OF CONSTRUCTION AND DEMOLITION WASTE DIVERETED FROM LANDFILL

INDOOR AIR QUALITY :
-THE USE OF LOW VOC PAINTS, SEALENTS, ADHESIVES CARPET & E1 OR B0-GRADE ENGINEERED WOOD PRODUCTS TO BE USED WHERE POSSIBLE.

STORM MANAGEMENT :
-FOLLOW THE CONSTRUCTION SITE MANAGEMENT REQUIREMENTS OF EPA'S 275: CONSTRUCTION TECHNIQUES FOR SEDIMENT POLLUTION CONTROL.
-Water efficient landscaping - use of native or drought tolerant species, wherever possible. If irrigation required, include drip irrigation and mulch.
-Rainwater tanks connected to toilets and irrigation.

NOTE:
-All timber used in the development should be Forest Stewardship Council (FSC) or Program for the Endorsement of Forest Certification (PEFC) certified or recycled / reused.
-Light/Medium coloured roof with a solar reflectance more than 0.15
-Light/Medium coloured paving and driveway.

GROUND FLOOR PLAN

SCALE: 1:100

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17 HUNTINGTON GROVE, COBURG EAST 3058
E: DORIAN.FRANCIS.ARCHITECTURAL@GMAIL.COM

REVISIONS	DATE
1	
2	
3	
4	

NOTE: CONTRACTOR MUST CHECK ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY TRADES. DRAFTSMAN TO BE NOTIFIED OF ANY DISCREPANCIES FOR CLARIFICATION

MULTI- UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

PROPOSED - GROUND FLOOR

	DRAWN BY: S.P.O.F.	PROJECT NO.:	REVISION NO
GND REF:	SCALE: 1:100 @ A1	REVISION DATE:	DRAWING NO: TP
	DATE: 12.03.21	21/09/2022	3 of 8

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720930
Endorsed to show compliance with Condition (s) 2
Sheet 4 of 8 Date: 25 September 2022

NOTE:

-ALL OBSCURED GLAZING TO BE MANUFACTURED OBSCURED GLASS. OBSCURE FILM BEING APLLIED TO CLEAR GLAZING WILL NOT BE ACCEPTED.

-ALL TREATMENTS TO PREVENT OVERLOOKING MUST NOT INCLUDE 'TRANSLUCENT FILM' ON WINDOWS AND MUST BE IN ACC. WITH STANDARD B22 OF CLAUSE 55.

-THE DEVELOPMENT MUST BE PROVIDED W/ EXTERNAL LIGHTING CAPABLE OF ILLUMINATING ACCESS TO EACH GARAGE AND CAR PARKING SPACE. LIGHTING MUST BE LOCATED, DIRECTED AND SHIELDED AND OF LIMITED INTENSITY THAT NO NUISANCE OR LOSS OF AMENITY IS CAUSED TO ANY PERSON WITHIN AND BEYOND THE SITE.

AREA ANALYSIS

SITE AREA	741.30m²	100%
BUILDING AREA	301.85m²	40.70%
NON-PERMEABLE SURFACES	165.40m²	20.90%
PERMEABLE SURFACES	273.46m²	36.90%

UNIT 1

GROUND FLOOR	50.30m²	
FIRST FLOOR	55.10m²	
GARAGE	24.20m²	
PORCH	4.10m²	
TOTAL	133.70m²	14.50sqr

UNIT 2

GROUND FLOOR	48.75m²	
FIRST FLOOR	42.25m²	
GARAGE	23.25m²	
PORCH	1.85m²	
TOTAL	116.10m²	12.50sqr

UNIT 3

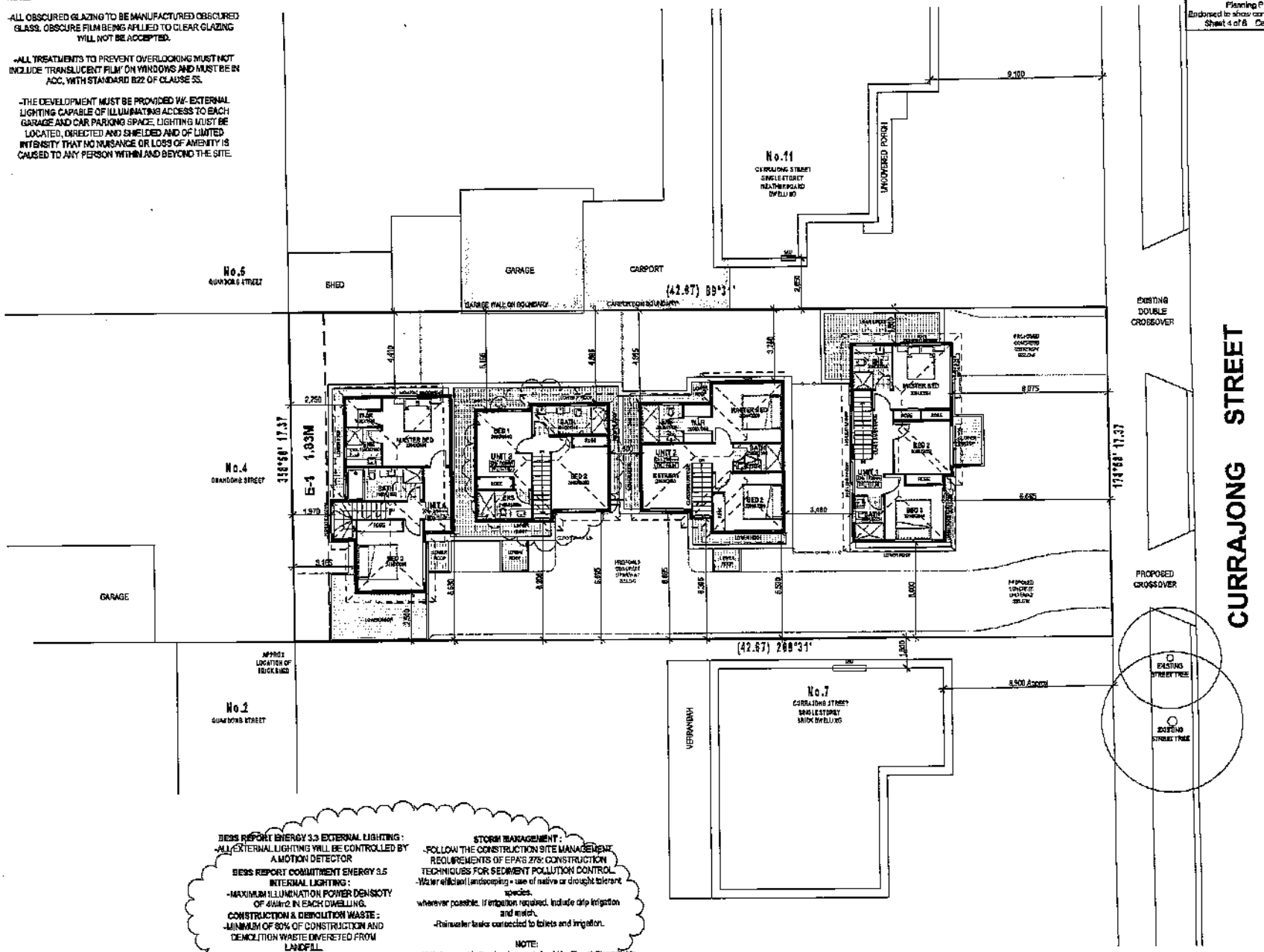
GROUND FLOOR	43.75m²	
FIRST FLOOR	54.15m²	
GARAGE	23.25m²	
PORCH	2.45m²	
TOTAL	123.60m²	13.30sqr

UNIT 4

GROUND FLOOR	60.80m²	
FIRST FLOOR	64.00m²	
CARPORT	18.40m²	
PORCH	1.95m²	
TOTAL	135.85m²	14.50sqr

PRIVATE OPEN SPACE ANALYSIS

UNIT 1	S.P.O.S	28.25m2
	P.O.S	74.20m2
	S.P.O.S IN 3M	28.25m2
UNIT 2	S.P.O.S	40.00m2
	P.O.S	00.00m2
	S.P.O.S IN 3M	40.00m2
UNIT 3	S.P.O.S	40.00m2
	P.O.S	00.00m2
	S.P.O.S IN 3M	40.00m2
UNIT 4	S.P.O.S	48.70m2
	P.O.S	00.00m2
	S.P.O.S IN 3M	28.00m2



BESS REPORT ENERGY 3.3 EXTERNAL LIGHTING :
-ALL EXTERNAL LIGHTING WILL BE CONTROLLED BY A MOTION DETECTOR

BESS REPORT COMMITMENT ENERGY 3.5
INTERNAL LIGHTING :
-MAXIMUM ILLUMINATION POWER DENSITY OF 4W/m2 IN EACH DWELLING.

CONSTRUCTION & DEMOLITION WASTE :
-MINIMUM OF 80% OF CONSTRUCTION AND DEMOLITION WASTE DIVERETED FROM LANDFILL

INDOOR AIR QUALITY :
-THE USE OF LOW VOC PAINTS, SEALENTS, ADHESIVES CARPET & E1 OR EN-GRADE ENGINEERED WOOD PRODUCTS TO BE USED WHERE POSSIBLE

STORM MANAGEMENT :
-FOLLOW THE CONSTRUCTION SITE MANAGEMENT REQUIREMENTS OF EPA'S 275: CONSTRUCTION TECHNIQUES FOR SEDIMENT POLLUTION CONTROL
-Water efficient landscaping - use of native or drought tolerant species.
wherever possible. If irrigation required, include drip irrigation and mulch.
-Rainwater tanks connected to toilets and irrigation.

NOTE:
-All timber used in the development should be Forest Stewardship Council (FSC) or Program for the Endorsement of Forest Certification (PEFC) certified or recycled / reused.
-Light/Medium coloured roof with a solar absorptance more than 0.15
-Light/Medium coloured paving and driveway.

FIRST FLOOR PLAN

SCALE: 1:100

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REVISION	DATE
A	
B	
C	
D	

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MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

PROPOSED - FIRST FLOOR

DRAWN BY: A.F./D.F.	PROJECT NO: -	REVISION NO:
CHECKED:	SCALE: 1:100 @ A1	DRAWING NO: TP
DATE: 18/03/21	REVISION DATE: 25/09/2022	4 of 8

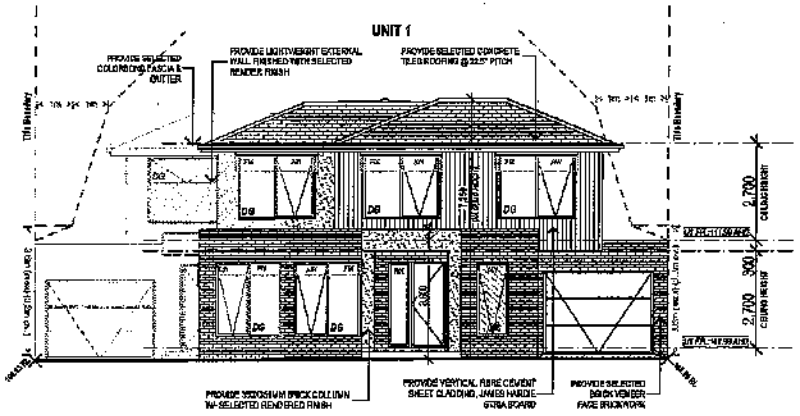
PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720030
Endorsed to show compliance with Condition (s) 2
Sheet 5 of 8 Date: 26 September 2022

LEGEND

SLD	SLIDING PANEL
SLD/OBS	OBSCURE SLIDING PANEL
FIX	FIXED GLAZING
FIX/OBS	OBSCURE FIXED GLAZING
AW	AWNING WINDOW
AW/OBS	OBSCURE AWNING WINDOW

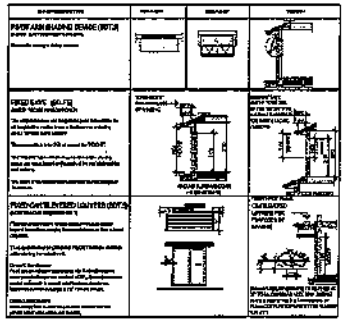
NOTE:
DG : ALL HABITABLE ROOM WINDOWS LABLED "DG" TO BE DOUBLE GLAZED

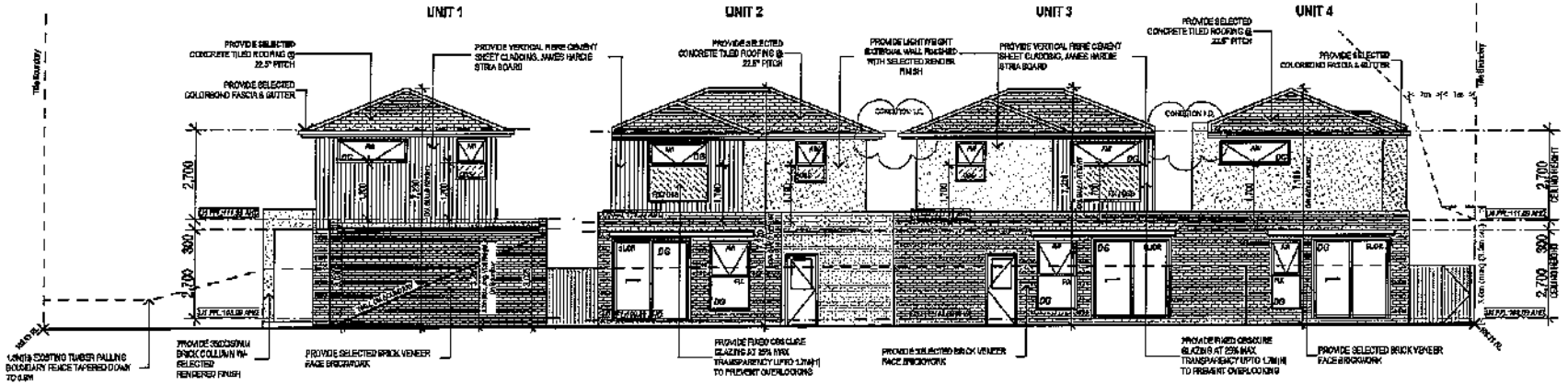
NOTE:
- PLEASE REFER TO MATERIAL SCHEDULE FOR EXACT MATERIAL FINISH.
- ALL OBSCURE GLAZING WITH NOT MORE THAN 25 PER CENT TRANSPARENCY
- EXTERNAL LIGHTING TO BE CONTROLLED BY MOTION DETECTOR



EAST ELEVATION
SCALE: 1:100

SHADING DEVICES





NORTH ELEVATION
SCALE: 1:100

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E: DORIAN.FRANCIS.ARCHITECTURAL@GMAIL.COM

REVISIONS	DATE

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MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

PROPOSED - ELEVATIONS

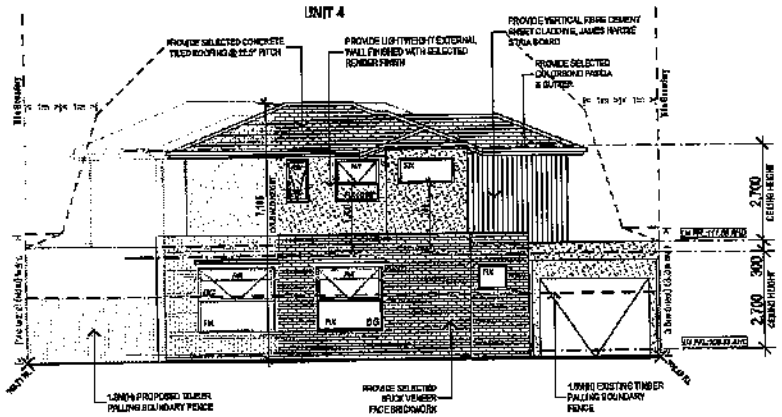
DRAWN BY: S.K, D.K	PROJECT NO:-	REVISION NO:	
SCALE: 1:100, 1:200 @ A3	REVISION DATE:	PLANNING No: TP	
DATE: 15.03.21	21/09/2022	5 of 8	

NOTE:
DG : ALL HABITABLE ROOM WINDOWS LABLED "DG" TO BE DOUBLE GLAZED

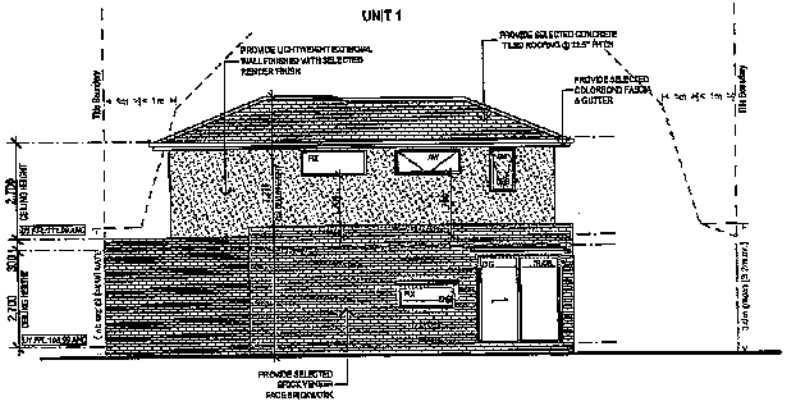
LEGEND

SLD	SLIDING PANEL
SLD/OBS	OBSCURE SLIDING PANEL
FIX	FIXED GLAZING
F/OBS	OBSCURE FIXED GLAZING
AW	AWNING WINDOW
AW/OBS	OBSCURE AWNING WINDOW

NOTE:
- PLEASE REFER TO MATERIAL SCHEDULE FOR EXACT MATERIAL FINISH.
- ALL OBSCURE GLAZING WITH NOT MORE THAN 25 PER CENT TRANSPARENCY
- EXTERNAL LIGHTING TO BE CONTROLLED BY MOTION DETECTOR

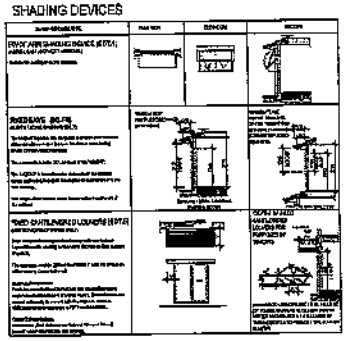


WEST ELEVATION
SCALE: 1:100

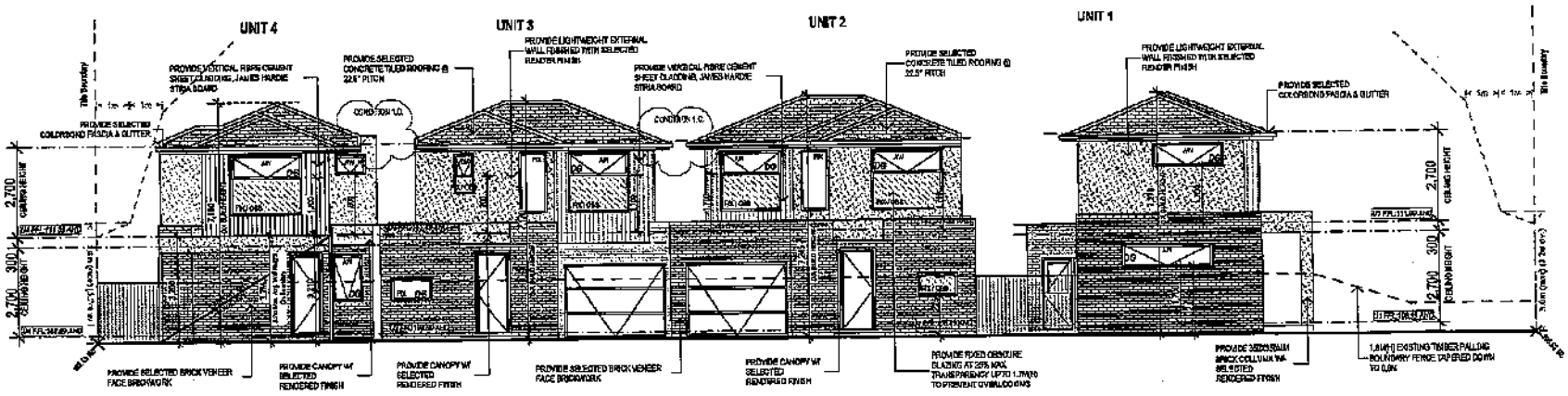


U1 INTERNAL EAST ELEVATION
SCALE: 1:100

SHADING DEVICES



PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720930
Endorsed to show compliance with Condition (s) 2
Sheet 6 of 6 Date: 26 September 2022



SOUTH ELEVATION
SCALE: 1:100

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E: DORIAN.FRANCIS.ARCHITECTURAL@GMAIL.COM

REVISIONS:	DATE

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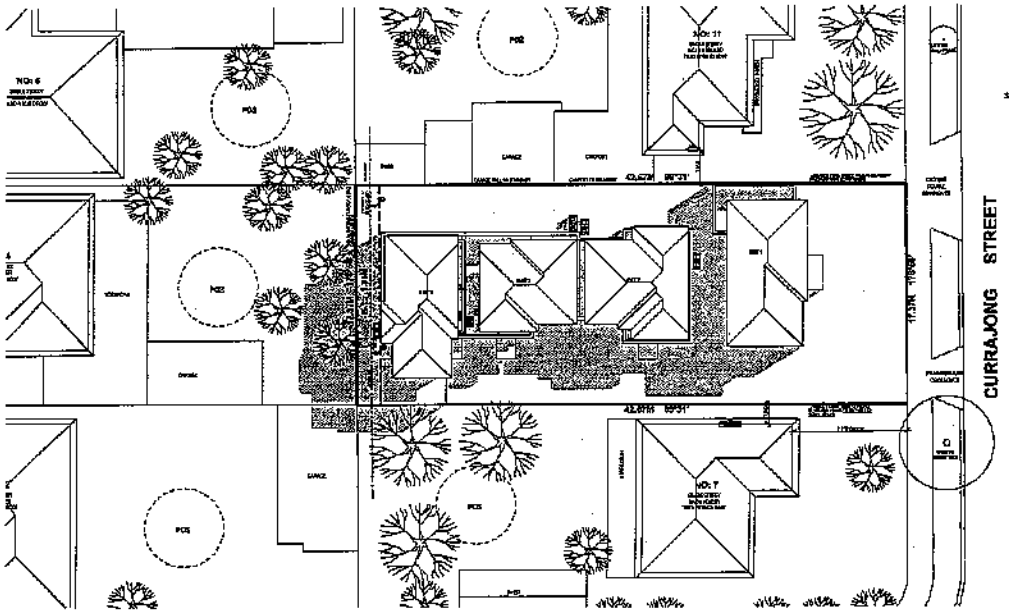
MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

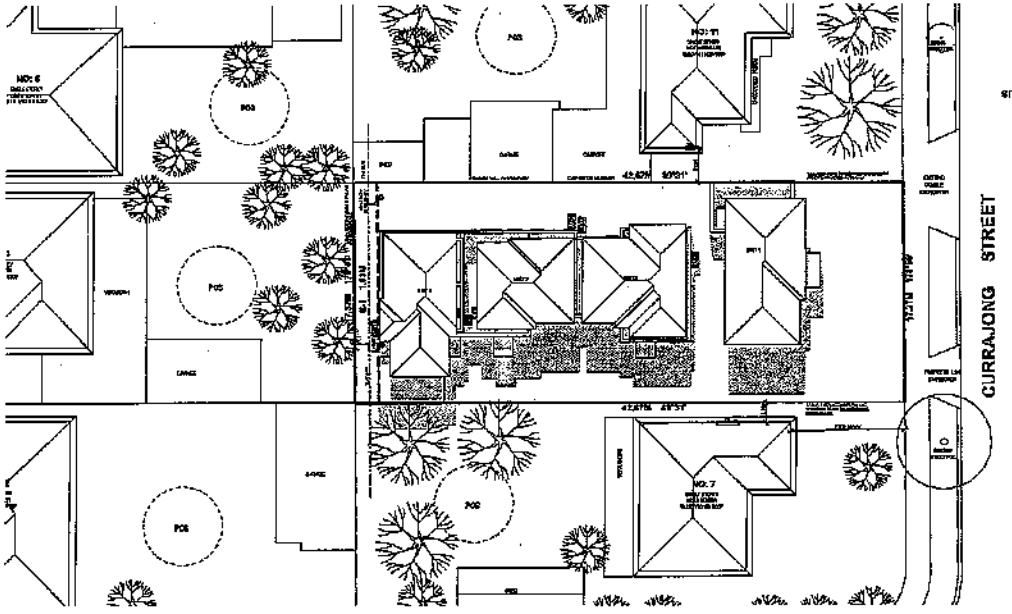
PROPOSED - ELEVATIONS (1)

DRAWN:	PROJECT NO:	REVISION NO:	
CHECKED:	SCALE: 1:100 @ A1	PLOTTED DATE: 21/09/2022	DRAWING No: TP
	DATE: 12.03.21		6 OF 6



22nd SEPTEMBER
9AM SHADOW DIAGRAM

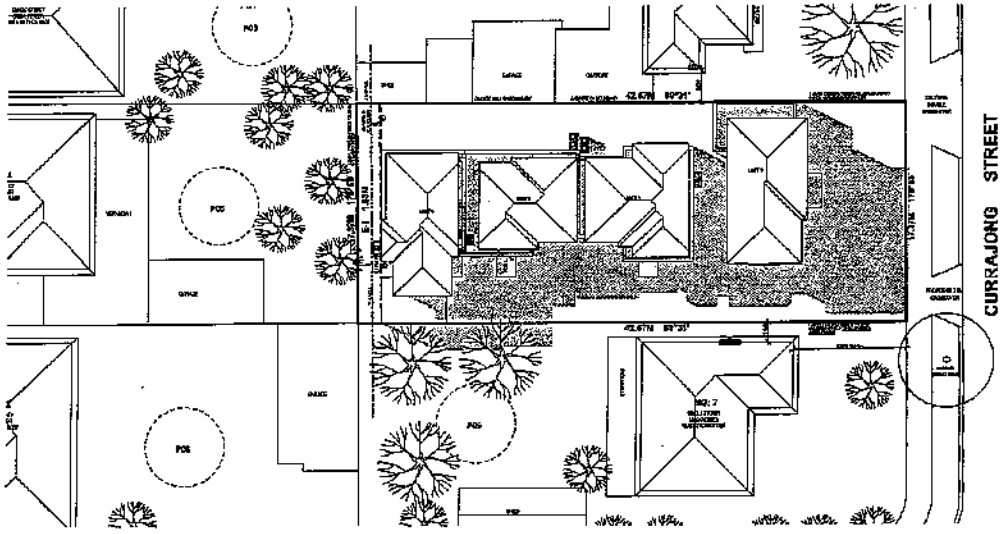
SCALE: 1:200



22nd SEPTEMBER
12PM SHADOW DIAGRAM

SCALE: 1:200

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720030
Endorsed to show compliance with Condition (s) 2
Sheet 7 of 8 Date: 25 September 2022



22nd SEPTEMBER
3PM SHADOW DIAGRAM

SCALE: 1:200

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17 HUNTINGTON GROVE, COBURG EAST 3058
E. DORIAN.FRANCIS.ARCHITECTURAL@GMAIL.COM

REVISIONS	DATE
-	
-	
-	
-	

NOTE: CONTRACTOR MUST CHECK ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORKS. DRAFTSMAN TO BE NOTIFIED OF ANY DISCREPANCIES FOR CLARIFICATION

MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

PROPOSED - SHADOW DIAGRAMS

	DRAWN BY: S.E., D.F.	PROJECT NO: -	REVISION NO:
CAD REF: -	SCALE: 1:200 @ A1	REVISION DATE: 21/09/2022	DRAWING NO: TP 7 of 8
	DATE: 12.09.21		

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720030
Endorsed to show compliance with Condition (s) 2
Sheet 8 of 8 Date: 26 September 2022

EXTERNAL COLOUR AND MATERIALS SCHEDULE

SR-1 - SMOOTH RENDER FINISH CREAM COLOUR

WF - ALUMINUM FRAMED WINDOWS

GD - GARAGE DOOR

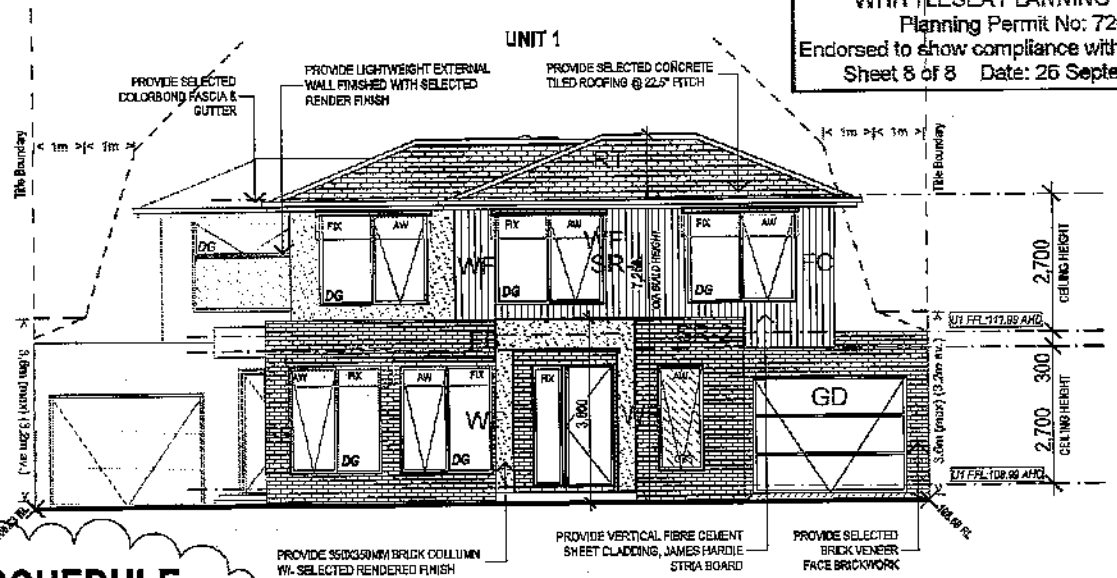
FB - FACE BRICKWORK

CONC - CONCRETE PAVED DRIVEWAY

RT - CONCRETE ROOF TILES

FF - DRESSED TIMBER FENCE

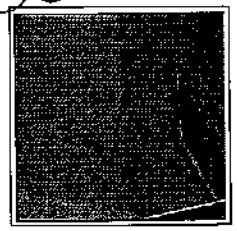
FC - VERTICAL FIBRE CEMENT SHEET CLADDING



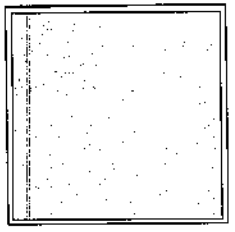
MATERIAL SCHEDULE

SCALE: 1:100

CONDITION 1.K.



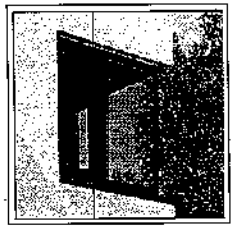
VERTICAL FIBRE CEMENT SHEET CLADDING
- LIGHT GREY



SMOOTH RENDER FINISH
- CONCRETE CREAM



PGH FACE BRICKWORK
- EAGLEMONT SPLITS



SELECTED WINDOW FRAMES
- COLORBOND BLACK

NOTE:

-All timber used in the development should be Forest Stewardship Council (FSC) or Program for the Endorsement of Forest Certification (PEFC) certified or recycled / reused.

-Light/Medium coloured roof with a solar reflectance more than 0.15

-Light/Medium coloured paving and driveway.

INDOOR AIR QUALITY :

-THE USE OF LOW VOC PAINTS, SEALENTS, ADHESIVES CARPET & E1 OR E0-GRADE ENGINEERED WOOD PRODUCTS TO BE USED WHERE POSSIBLE.

CONSTRUCTION & DEMOLITION WASTE :

-MINIMUM OF 80% OF CONSTRUCTION AND DEMOLITION WASTE DIVERETED FROM LANDFILL.



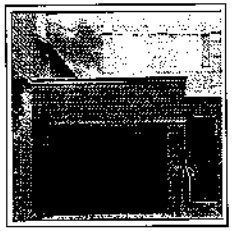
TEXTURED CONCRETE DRIVEWAY
- LIGHT GREY TONE



SIDE AND INTERNAL TIMBER FENCE
-NATURAL STAIN



SELECTED FIXED AND AWNING OBSCURE GLAZING



GARAGE DOOR
-COLORBOND MONUMENT



CONCRETE TILES ROOFING
- SHALE GREY

TOWN PLANNING ONLY

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CLOWS ARCHITECTURAL PLANS & PERMITS
17 HUNTINGTON GROVE, COBURG EAST 3058
E: DORIAN.FRANCIS.ARCHITECTURAL@GMAIL.COM

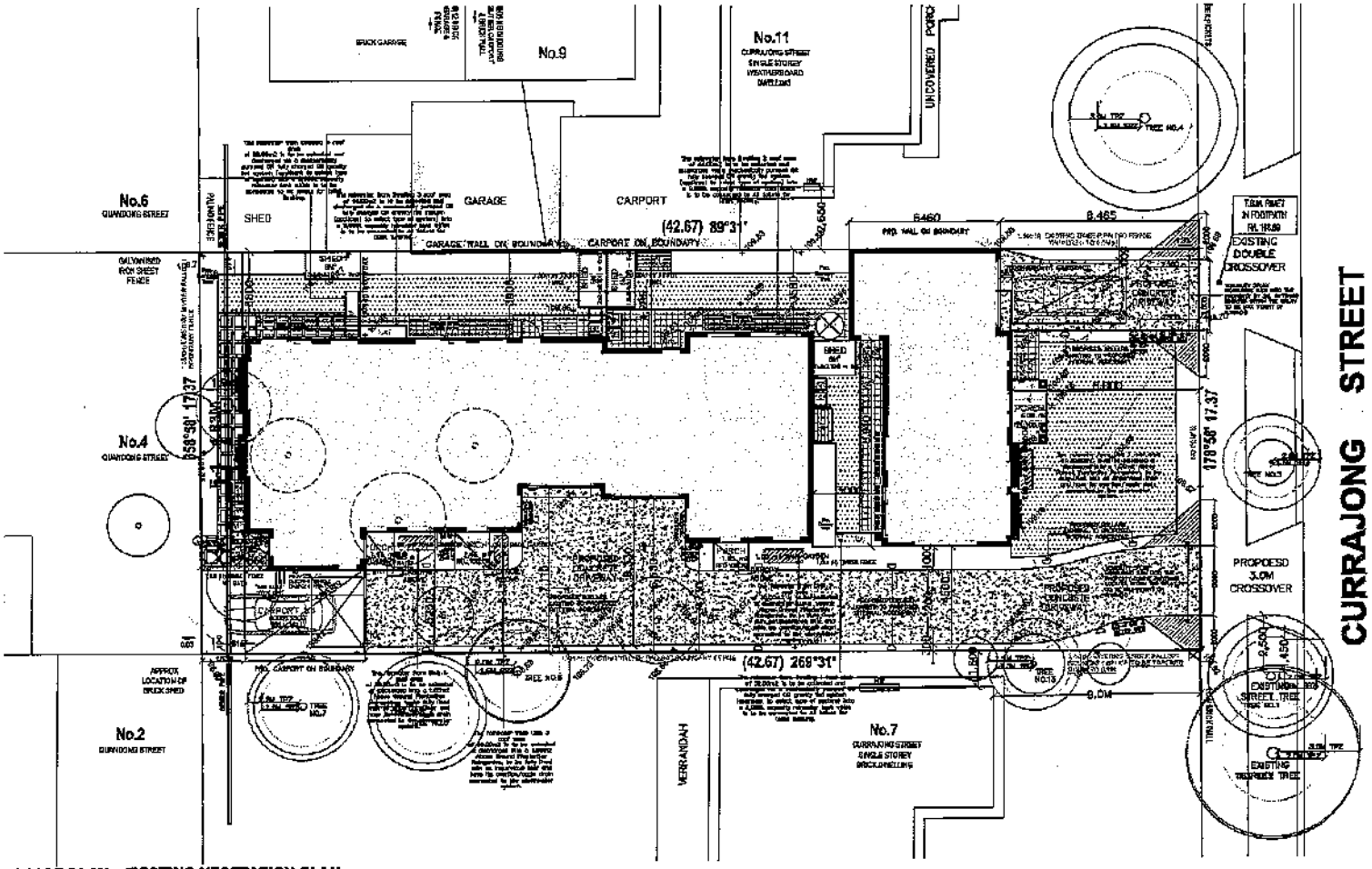
REVISION	DATE
-	
-	
-	
-	

NOTE: CONTRACTOR MUST CHECK ALL DIMENSIONS ON SITE BEFORE COMMENCING ANY WORKS. DRAWING MAY NOT BE SCALED OR PRINTED OR DISCLOSED FOR CLARIFICATION.

MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

PROPOSED - MATERIAL SCHEDULE

DRAWN BY: S.P.D.F.	PROJECT NO: -	REVISION NO:	
SCALE: 1:100, 1:1.5L	DATE: 21/09/2022	DRAWING NO: TP	
DATE: 12.03.21			



LEGEND

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720030
Endorsed to show compliance with Condition (s) 3
Sheet 1 of 2 Date: 26 September 2022

PROPOSED LANDSCAPE PLAN - EXISTING VEGETATION PLAN

EXISTING VEGETATION SCHEDULE

1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
12																	

TOWN PLANNING ONLY

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REVISIONS	DATE

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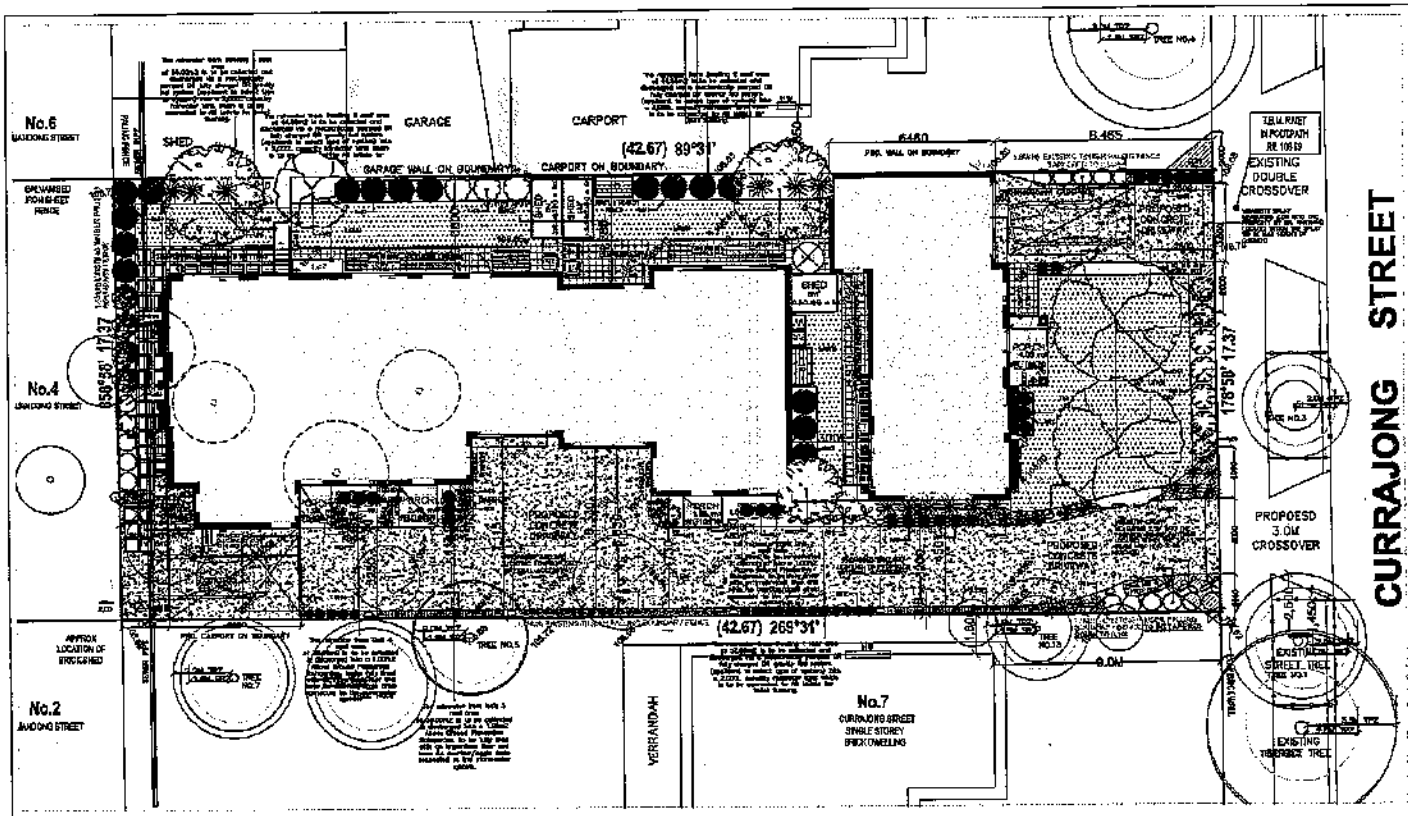
MULTI - UNIT DEVELOPMENT
9 CURRAJONG STREET
THOMASTOWN VIC 3074

PROPOSED - LANDSCAPE PLAN

	DRAWN: DTF, LP	PROJECT NO:	REVISION NO:
	SCALE: 1:100 @ A1	REVISION DATE:	LP
	DATE: 24.05.21	26/09/2022	1 OF 2



PROPOSED LANDSCAPE PLAN SCALE 1:100

PROPOSED PLANT SCHEDULE

	CODE	BOTANICAL NAME	COMMON NAME	FINAL SIZE (HxW)	SUPPLY SIZE	QTY
TREES	Eb	Eucalyptus scoparia	Wallangarra white gum	8.0 x 5.0m	40ltr / min 2.0m high	2
	Li	Lagerstroemia indica 'Natchez'	Crepe Myrtle	6.0 x 4.0m	40ltr / min 2.0m high	1
	Af	Agonis flexuosa 'Burgundy'	Burgundy Willow Myrtle	5.0 x 4.0m	40ltr / min 2.0m high	2
	Cbm	Calodendrum capense 'Hans'	Cape Indian Beam Tree	3.0 x 2.0m	40ltr / min 2.0m high	1
SHRUBS	Mp	Murraya Paniculata	Orange Jessamine	1.0 x 1.0m	200mm	4
	Sa	Syzygium australe 'Bush Christmas'	Lilly Pilly	2.0 x 1.2m	200mm	10
	Cr	Correa reflexa	Common Correa	1.0 x 1.0m	200mm	4
	Cp	Correa pulchella	Salmon Correa	0.6 x 1.0m	200mm	5
	Cg	Correa Glabra 'Ivory Instant'	Rock Correa	0.3 x 0.3m	200mm	16
	Nan	Nandina Domestica 'Nana'	Sacred Bamboo	0.5 x 0.5m	200mm	5
	Ga	Gardenia Augustifolia	Gardenia	1.5 x 1.0m	200mm	9
GROUND COVERSE TUSSOCK PLANTS	Et	Clivelia Levis	Pale Flax Lily	0.6m x 0.6m	140mm	15
	Lt	Lomandra Longifolia 'Tanika'	Tanika	0.75 x 0.75m	140mm	6
	Bt	Baksaloa tetraphylla	Feather Top	0.6 x 0.6m	140mm	12
	Pp	Pelargonium Odoratissima	Purple Rag	0.6 x 0.6m	140mm	12
	Lc	Lomandra Confertifolia	Little Con	0.3 x 0.3m	140mm	35
	Ab	Anigozanthos bicolor	Little Kangaroo Paw	0.6 x 0.6m	140mm	7
	Hs	Helichrysum scorpioides	Button Everlasting	0.2 x 0.3m	140mm	22
	Bh	Brachyscome bractifica	Basalt Daisy	0.4 x 0.4m	140mm	17
	An	Anthropodium cirratum	New Zealand Rock Lily	0.3 x 1.0m	140mm	5

SPECIFICATIONS

SOIL & SOIL PREPARATION

All to be approved by Landscape Architect prior to delivery to site.

MULCH

Supply and install 75mm deep organic pine bark mulch to all garden beds.

PLANTING

Planting to be carried out in accordance with the Landscape Plan and Plant Schedule. Plants to be supplied in accordance with the Plant Schedule. Plants to be healthy, vigorous, free from pests, diseases and injuries, and true to species and variety. Plants to be planted in accordance with the Landscape Plan and Plant Schedule. Plants to be planted in accordance with the Landscape Plan and Plant Schedule.

PLANTING DETAILS

Planting details to be in accordance with the Landscape Plan and Plant Schedule. Planting details to be in accordance with the Landscape Plan and Plant Schedule.

PLANTING MAINTENANCE

The Landscape Plan and Plant Schedule. Planting maintenance to be in accordance with the Landscape Plan and Plant Schedule. Planting maintenance to be in accordance with the Landscape Plan and Plant Schedule.

IRRIGATION

Irrigation to be in accordance with the Landscape Plan and Plant Schedule. Irrigation to be in accordance with the Landscape Plan and Plant Schedule.

TREE PROTECTION

Tree protection to be in accordance with the Landscape Plan and Plant Schedule. Tree protection to be in accordance with the Landscape Plan and Plant Schedule.

MULCH

Mulch to be in accordance with the Landscape Plan and Plant Schedule. Mulch to be in accordance with the Landscape Plan and Plant Schedule.

EDGING

Edging to be in accordance with the Landscape Plan and Plant Schedule. Edging to be in accordance with the Landscape Plan and Plant Schedule.

PLANTING MAINTENANCE

BESS Report

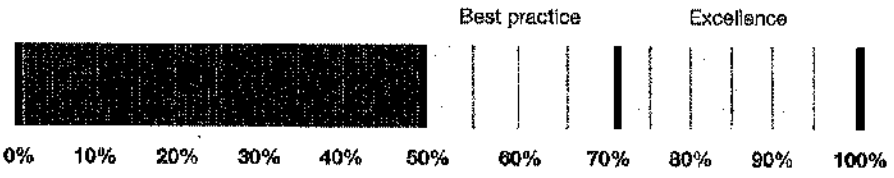
Built Environment Sustainability Scorecard

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720000
Endorsed to show compliance with Condition (s) 4
Sheet 1 of 14 Date: 26 Septemeber 2022

This BESS report outlines the sustainable design commitments of the proposed development at 9 Currajong St Thomastown VIC 3074. The BESS report and accompanying documents and evidence are submitted in response to the requirement for a Sustainable Design Assessment or Sustainability Management Plan at Whittlesea City Council.

Note that where a Sustainability Management Plan is required, the BESS report must be accompanied by a report that further demonstrates the development's potential to achieve the relevant environmental performance outcomes and documents the means by which the performance outcomes can be achieved.

Your BESS Score



50%

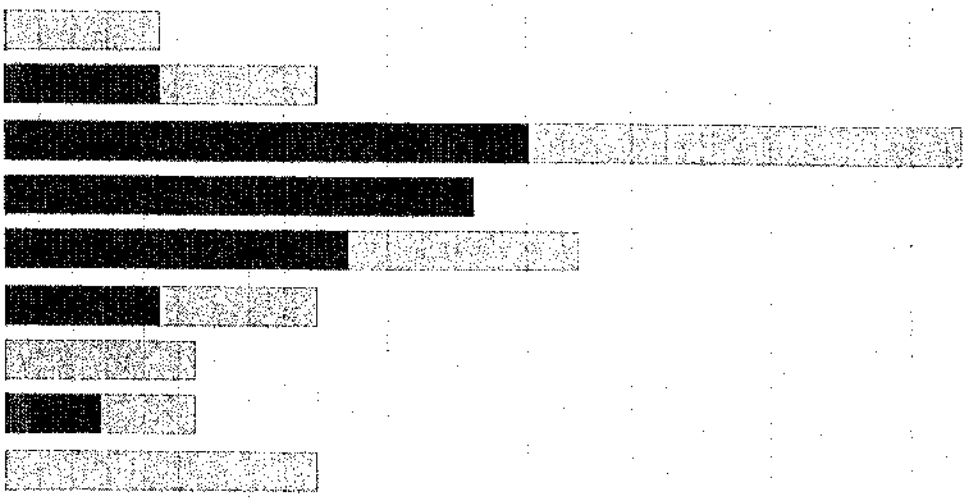
Project details

Address	9 Currajong St Thomastown VIC 3074
Project no	742ADC01-R1
BESS Version	BESS-6
Site type	Multi dwelling (dual occupancy, townhouse, villa unit etc)
Account	aidan.rosin.architectural@gmail.com
Application no.	
Site area	741.00 m²
Building floor area	461.00 m²
Date	29 July 2022
Software version	1.7.0-B.386

Performance by category

● Your development ○ Maximum available

Category	Weight	Score	Pass
Management	5%	0%	•
Water	9%	50%	✓
Energy	28%	55%	✓
Stormwater	14%	100%	✓
IEQ	17%	60%	✓
Transport	9%	50%	•
Waste	6%	0%	•
Urban Ecology	6%	50%	•
Innovation	9%	0%	•



Dwellings & Non Res Spaces

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720030
Endorsed to show compliance with Condition (s) 4
Sheet 2 of 14 Date: 26 Septemeber 2022

Dwellings

Name	Quantity	Area	% of Total Area
Townhouse			
Dwelling 4	1	121 m²	26%
Dwelling 1	1	120 m²	26%
Dwelling 2	1	111 m²	24%
Dwelling 3	1	109 m²	23%
Total	4	**461 m²**	**100%**

Supporting information

Floorplans & elevation notes

Credit	Requirement	Response	Status
Water 3.1	Water efficient garden annotated		-
Energy 3.3	External lighting sensors annotated		-
Energy 3.4	Clothes line annotated (if proposed)		-
Stormwater 1.1	Location of any stormwater management systems used in STORM or MUSIC modelling (e.g. Rainwater tanks, raingarden, buffer strips)		-
IEQ 3.1	Glazing specification to be annotated		-
IEQ 3.3	North-facing living areas		-
Transport 1.1	All nominated residential bicycle parking spaces		-
Urban Ecology 2.1	Vegetated areas		-
Urban Ecology 2.4	Taps and floor waste on balconies / courtyards		-

Supporting evidence

Credit	Requirement	Response	Status
Energy 3.5	Provide a written description of the average lighting power density to be installed in the development and specify the lighting type(s) to be used.		-
Stormwater 1.1	STORM report or MUSIC model		-
IEQ 3.1	Reference to floor plans or energy modelling showing the glazing specification (U-value and Solar Heat Gain Coefficient, SHGC)		-
IEQ 3.3	Reference to the floor plans showing living areas orientated to the north.		-

Credit summary

Management Overall contribution 4.5%

		0%
	1.1 Pre-Application Meeting	0%
	2.2 Thermal Performance Modelling - Multi-Dwelling Residential	0%
	4.1 Building Users Guide	0%

Water Overall contribution 9.0%

	Minimum required 50%	50%	✓ Pass
1.1 Potable water use reduction		40%	
3.1 Water Efficient Landscaping		100%	

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720030
Endorsed to show compliance with Condition (s) 4
Sheet 3 of 14 Date: 26 Septemeber 2022

Energy Overall contribution 27.5%

	Minimum required 50%	55%	✓ Pass
1.2 Thermal Performance Rating - Residential		16%	
2.1 Greenhouse Gas Emissions		100%	
2.2 Peak Demand		0%	
2.3 Electricity Consumption		100%	
2.4 Gas Consumption		100%	
2.5 Wood Consumption		N/A	✧ Scoped Out
		No wood heating system present	
3.2 Hot Water		100%	
3.3 External Lighting		100%	
3.4 Clothes Drying		100%	
3.5 Internal Lighting - Residential Single Dwelling		100%	
4.4 Renewable Energy Systems - Other		N/A	⊘ Disabled
		No other (non-solar PV) renewable energy is in use.	
4.5 Solar PV - Houses and Townhouses		N/A	⊘ Disabled
		No solar PV renewable energy is in use.	

Stormwater Overall contribution 13.5%

	Minimum required 100%	100%	✓ Pass
1.1 Stormwater Treatment		100%	

IEQ Overall contribution 16.5%

	Minimum required 50%	60%	✓ Pass
2.2 Cross Flow Ventilation		0%	
3.1 Thermal comfort - Double Glazing		100%	
3.2 Thermal Comfort - External Shading		0%	
3.3 Thermal Comfort - Orientation		100%	

Transport Overall contribution 9.0%

	50%
1.1 Bicycle Parking - Residential	100%
1.2 Bicycle Parking - Residential Visitor	N/A ◈ Scoped Ou
	(Not enough dwellings.
2.1 Electric Vehicle Infrastructure	0%

PLANNING & ENVIRONMENT ACT 1987
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Endorsed to show compliance with Condition (s) 4
Sheet 4 of 14 Date: 26 Septemeber 2022

Waste Overall contribution 5.5%

	0%
1.1 - Construction Waste - Building Re-Use	0%
2.1 - Operational Waste - Food & Garden Waste	0%

Urban Ecology Overall contribution 5.5%

	50%
2.1 Vegetation	75%
2.2 Green Roofs	0%
2.3 Green Walls and Facades	0%
2.4 Private Open Space - Balcony / Courtyard Ecology	100%
3.1 Food Production - Residential	0%

Innovation Overall contribution 9.0%

	0%
1.1 Innovation	0%

Credit breakdown

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720030
Endorsed to show compliance with Condition (s) 4
Sheet 5 of 14 Date: 26 September 2022

Management

Overall contribution 0%

1.1 Pre-Application Meeting		0%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	Has the ESD professional been engaged to provide sustainability advice from schematic design to construction? AND Has the ESD professional been involved in a pre-application meeting with Council?	
Question	Criteria Achieved ?	
Project	No	
2.2 Thermal Performance Modelling - Multi-Dwelling Residential		0%
Score Contribution	This credit contributes 33.3% towards the category score.	
Criteria	Have preliminary NatHERS ratings been undertaken for all thermally unique dwellings?	
Question	Criteria Achieved ?	
Townhouse	No	
4.1 Building Users Guide		0%
Score Contribution	This credit contributes 16.7% towards the category score.	
Criteria	Will a building users guide be produced and issued to occupants?	
Question	Criteria Achieved ?	
Project	No	

Water Overall contribution 4% Minimum required 50%

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720030
Endorsed to show compliance with Condition (s) 4
Sheet 6 of 14 No Date: 26 Septemeber 2022

Water Approach	
What approach do you want to use for Water?:	Use the built in calculation tools
Project Water Profile Question	
Do you have a reticulated third pipe or an on-site water recycling system?:	No
Are you installing a swimming pool?:	No
Are you installing a rainwater tank?:	Yes
Water fixtures, fittings and connections	
Showerhead: All	4 Star WELS (>= 4.5 but <= 6.0)
Bath: All	Scope out
Kitchen Taps: All	>= 5 Star WELS rating
Bathroom Taps: All	>= 5 Star WELS rating
Dishwashers: All	Default or unrated
WC: All	>= 4 Star WELS rating
Urinals: All	Scope out
Washing Machine Water Efficiency: All	Default or unrated
Which non-potable water source is the dwelling/space connected to?:	
Dwelling 1	RWT U1
Dwelling 2	RWT U2
Dwelling 3	RWT U3
Dwelling 4	RWT U4
Non-potable water source connected to Toilets: All	Yes
Non-potable water source connected to Laundry (washing machine): All	No
Non-potable water source connected to Hot Water System: All	No
Rainwater Tanks	
What is the total roof area connected to the rainwater tank?:	
RWT U1	52.0 m²
RWT U2	44.0 m²
RWT U3	44.0 m²
RWT U4	55.0 m²
Tank Size:	
RWT U1	2,000 Litres
RWT U2	2,000 Litres
RWT U3	2,000 Litres
RWT U4	2,000 Litres
Irrigation area connected to tank:	
RWT U1	80.0 m²
RWT U2	80.0 m²
RWT U3	80.0 m²
RWT U4	80.0 m²

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720030
Endorsed to show compliance with Condition (s) 4
Sheet 7 of 14 Date: 26 Septemeber 2022

Is connected irrigation area a water efficient garden?:	
RWT U1	Yes
RWT U2	Yes
RWT U3	Yes
RWT U4	Yes
Other external water demand connected to tank:	
RWT U1	0.0 Litres/Day
RWT U2	0.0 Litres/Day
RWT U3	0.0 Litres/Day
RWT U4	0.0 Litres/Day

1.1 Potable water use reduction		40%
Score Contribution	This credit contributes 83.3% towards the category score.	
Criteria	What is the reduction in total potable water use due to efficient fixtures, appliances, rainwater use and recycled water use? To achieve points in this credit there must be >25% potable water reduction.	
Output	Reference	
Project	768 kL	
Output	Proposed (excluding rainwater and recycled water use)	
Project	618 kL	
Output	Proposed (including rainwater and recycled water use)	
Project	513 kL	
Output	% Reduction in Potable Water Consumption	
Project	33 %	
Output	% of connected demand met by rainwater	
Project	51 %	
Output	How often does the tank overflow?	
Project	Sometimes	
Output	Opportunity for additional rainwater connection	
Project	227 kL	

3.1 Water Efficient Landscaping		100%
Score Contribution	This credit contributes 16.7% towards the category score.	
Criteria	Will water efficient landscaping be installed?	
Question	Criteria Achieved ?	
Project	Yes	

Energy Overall contribution 15% Minimum required 50%

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720030
Endorsed to show compliance with Condition (s) 4
Sheet 8 of 14 Date: 26 Septemeber 2022

Dwellings Energy Approach	
What approach do you want to use for Energy?	Use the built in calculation tools
Project Energy Profile Question	
Are you installing any solar photovoltaic (PV) system(s)?	No
Are you installing any other renewable energy system(s)?	No
Gas supplied into building:	Natural Gas

Dwelling Energy Profiles	
Below the floor is: All	Ground or Carpark
Above the ceiling is: All	Outside
Exposed sides: All	3
NatHERS Annual Energy Loads - Heat: All	92.9 MJ/sqm
NatHERS Annual Energy Loads - Cool: All	28.0 MJ/sqm
NatHERS star rating: All	6.5
Type of Heating System: All	A Gas space
Heating System Efficiency: All	4 Star
Type of Cooling System: All	Refrigerative space
Cooling System Efficiency: All	4 Stars
Type of Hot Water System: All	I Gas Instantaneous 5 star
% Contribution from solar hot water system: All	0 %
Is the hot water system shared by multiple dwellings?: All	No
Clothes Line: All	D Private outdoor clothesline
Clothes Dryer: All	A No clothes dryer

1.2 Thermal Performance Rating - Residential		16%
Score Contribution	This credit contributes 30.0% towards the category score.	
Criteria	What is the average NatHERS rating?	
Output	Average NATHERS Rating (Weighted)	
Townhouse	6.5 Stars	

2.1 Greenhouse Gas Emissions		100%
Score Contribution	This credit contributes 10.0% towards the category score.	
Criteria	What is the % reduction in annual greenhouse gas emissions against the benchmark?	
Output	Reference Building with Reference Services (BCA only)	
Townhouse	17,244 kg CO2	
Output	Proposed Building with Proposed Services (Actual Building)	
Townhouse	8,862 kg CO2	
Output	% Reduction in GHG Emissions	
Townhouse	48 %	

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720030
Endorsed to show compliance with Condition (s) 4
Sheet 9 of 14 Date: 26 Septemeber 2022

2.2 Peak Demand		0%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	What is the % reduction in the instantaneous (peak hour) demand against the benchmark?	
Output	Peak Thermal Cooling Load - Baseline	
Townhouse	53.8 kW	
Output	Peak Thermal Cooling Load - Proposed	
Townhouse	52.6 kW	
Output	Peak Thermal Cooling Load - % Reduction	
Townhouse	2 %	
2.3 Electricity Consumption		100%
Score Contribution	This credit contributes 10.0% towards the category score.	
Criteria	What is the % reduction in annual electricity consumption against the benchmark?	
Output	Reference	
Townhouse	8,230 kWh	
Output	Proposed	
Townhouse	3,078 kWh	
Output	Improvement	
Townhouse	62 %	
2.4 Gas Consumption		100%
Score Contribution	This credit contributes 10.0% towards the category score.	
Criteria	What is the % reduction in annual gas consumption against the benchmark?	
Output	Reference	
Townhouse	172,184 MJ	
Output	Proposed	
Townhouse	111,335 MJ	
Output	Improvement	
Townhouse	35 %	
2.5 Wood Consumption		N/A ◇ Scoped Out
This credit was scoped out	No wood heating system present	
3.2 Hot Water		100%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	What is the % reduction in annual energy consumption (gas and electricity) of the hot water system against the benchmark?	
Output	Reference	
Townhouse	17,017 kWh	
Output	Proposed	
Townhouse	11,929 kWh	
Output	Improvement	
Townhouse	29 %	

3.3 External Lighting		100%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	Is the external lighting controlled by a motion detector?	
Question	Criteria Achieved ?	
Townhouse	Yes	
3.4 Clothes Drying		100%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	What is the % reduction in annual energy consumption (gas and electricity) from a combination of clothes lines and efficient driers against the benchmark?	
Output	Reference	
Townhouse	2,385 kWh	
Output	Proposed	
Townhouse	477 kWh	
Output	Improvement	
Townhouse	80 %	
3.5 Internal Lighting - Residential Single Dwelling		100%
Score Contribution	This credit contributes 5.0% towards the category score.	
Criteria	Does the development achieve a maximum illumination power density of 4W/sqm or less?	
Question	Criteria Achieved?	
Townhouse	Yes	
4.4 Renewable Energy Systems - Other		N/A ⊘ Disabled
This credit is disabled	No other (non-solar PV) renewable energy is in use.	
4.5 Solar PV - Houses and Townhouses		N/A ⊘ Disabled
This credit is disabled	No solar PV renewable energy is in use.	

PLANNING & ENVIRONMENT ACT 1987
WHITTLESEA PLANNING SCHEME
Planning Permit No: 720030
Endorsed to show compliance with Condition (s) 4
Sheet 10 of 14 Date: 26 Septemeber 2022

Stormwater

Overall contribution 14% Minimum required 100%

Which stormwater modelling are you using?:	Melbourne Water STORM tool	
1.1 Stormwater Treatment		100%
Score Contribution	This credit contributes 100.0% towards the category score.	
Criteria	Has best practice stormwater management been demonstrated?	
Question	STORM score achieved	
Project	103	
Output	Min STORM Score	
Project	100	

IEQ Overall contribution 10% Minimum required 50%

2.2 Cross Flow Ventilation		0%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	Are all habitable rooms designed to maximise natural cross flow ventilation?	
Question	Criteria Achieved ?	
Townhouse	No	
3.1 Thermal comfort - Double Glazing		100%
Score Contribution	This credit contributes 40.0% towards the category score.	
Criteria	Is double glazing (or better) used to all habitable areas?	
Question	Criteria Achieved ?	
Townhouse	Yes	
3.2 Thermal Comfort - External Shading		0%
Score Contribution	This credit contributes 20.0% towards the category score.	
Criteria	Is appropriate external shading provided to east, west and north facing glazing?	
Question	Criteria Achieved ?	
Townhouse	No	
3.3 Thermal Comfort - Orientation		100%
Score Contribution	This credit contributes 20.0% towards the category score.	
Criteria	Are at least 50% of living areas orientated to the north?	
Question	Criteria Achieved ?	
Townhouse	Yes	

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Transport Overall contribution 4%

1.1 Bicycle Parking - Residential		100%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	How many secure and undercover bicycle spaces are there per dwelling for residents?	
Question	Bicycle Spaces Provided ?	
Townhouse	4	
Output	Min Bicycle Spaces Required	
Townhouse	4	
1.2 Bicycle Parking - Residential Visitor		N/A ◆ Scoped Out
This credit was scoped out	Not enough dwellings.	
2.1 Electric Vehicle Infrastructure		0%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	Are facilities provided for the charging of electric vehicles?	
Question	Criteria Achieved ?	
Project	No	

Waste Overall contribution 0%

1.1 - Construction Waste - Building Re-Use		0%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	If the development is on a site that has been previously developed, has at least 80% of the existing building been re-used?	
Question	Criteria Achieved ?	
Project	No	

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2.1 - Operational Waste - Food & Garden Waste		0%
Score Contribution	This credit contributes 50.0% towards the category score.	
Criteria	Are facilities provided for on-site management of food and garden waste?	
Question	Criteria Achieved ?	
Project	No	

Urban Ecology Overall contribution 3%

2.1 Vegetation	75%
Score Contribution	This credit contributes 50.0% towards the category score.
Criteria	How much of the [illegible] vegetation [illegible] as a percentage of the total site area?
Question	Percentage Achieved ?
Project	24 %
2.2 Green Roofs	0%
Score Contribution	This credit contributes 12.5% towards the category score.
Criteria	Does the development incorporate a green roof?
Question	Criteria Achieved ?
Project	No
2.3 Green Walls and Facades	0%
Score Contribution	This credit contributes 12.5% towards the category score.
Criteria	Does the development incorporate a green wall or green façade?
Question	Criteria Achieved ?
Project	No
2.4 Private Open Space - Balcony / Courtyard Ecology	100%
Score Contribution	This credit contributes 12.5% towards the category score.
Criteria	Is there a tap and floor waste on every balcony / in every courtyard?
Question	Criteria Achieved ?
Townhouse	Yes
3.1 Food Production - Residential	0%
Score Contribution	This credit contributes 12.5% towards the category score.
Criteria	What area of space per resident is dedicated to food production?
Question	Food Production Area
Townhouse	0.0 m²
Output	Min Food Production Area
Townhouse	3 m²

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Innovation Overall contribution 0%

1.1 Innovation	0%
Score Contribution	This credit contributes 100.0% towards the category score.
Criteria	What percentage of the Innovation points have been claimed (10 points maximum)?

Disclaimer

The Built Environment Sustainability Scorecard (BESS) has been provided for the purpose of information and communication. While we make every effort to ensure that material is accurate and up to date (except where denoted as 'archival'), this material does in no way constitute the provision of professional or specific advice. You should seek appropriate, independent, professional advice before acting on any of the areas covered by BESS.

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WHITTLESEA PLANNING SCHEME
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Code 135

Residential Rental Agreement©

JASON

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Residential Tenancies Act 1997
(Section 26(1))

(Regulation 10(1))

RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the renter listed on this form. Rental providers must use this form for a fixed term residential rental agreement of no more than 5 years or a periodic residential rental agreement in writing.

PART A—GENERAL

1. DATE OF AGREEMENT

This is the date the agreement is signed 12 October 2022

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

2. PREMISES LET BY RENTAL PROVIDER

Address of premises
9 Currajong Street, Thomastown VIC 3074

3. RENTAL PROVIDER'S DETAILS

Full name or company name of rental provider:	**Hitesh Kumar Palta C/-Jason Real Estate (Sales) Pty Ltd**
Address:	**201B Melrose Drive, Tullamarine, VIC, 3043**
Phone number:	**(03) 9338 6411**
ACN:	
Email address:	**tiffany@jasonrealestate.com.au**

RENTAL PROVIDER'S AGENT DETAILS

Full name:	**Jason Real Estate (Sales) Pty Ltd**
Address:	**201B Melrose Drive TULLAMARINE VIC 3043**
Phone number:	**(03) 9338 6411**
ACN:	**66 139 745 323**
Email address:	**contact@jasonrealestate.com.au**

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

4. RENTER DETAILS

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

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Residential Rental Agreement©

JASON

Full name of renter:	**Krishtina Chapagain Ghimire**
Current Address:	**93 Kitchener Street, Broadmeadows VIC 3047**
Phone number:	**0450 069 530**
Email address:	**krishtinachapagainghimire48@gmail.com**
Full name of renter:	**Anesh Bhatta Sharma**
Current Address:	**68 Dunne Street, Kingsbury VIC 3083**
Phone number:	**0404 532 721**
Email address:	**sharmaanesh23@gmail.com**

5. LENGTH OF AGREEMENT

☒ Fixed term agreement

Start date: **14th** day of **October**, 2022
(this is the date the agreement starts and you may move in)

End date: **13th** day of **October**, 2023

☐ Periodic agreement (monthly)

Start date: _____ day of _____, 20 _____

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

6. RENT

The rent amount is ($) (payable in advance)	**1,734.00**
To be paid per: (tick one box only)	☐ week ☐ fortnight ☒ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	**7th Day of Every Calendar Month**
Date first rent payment due	**14 / 10 / 2022**

7. BOND

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

Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may

- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

Bond amount ($)	**1,734.00**
Date bond payment due	**14 / 10 / 2022**

PART B – STANDARD TERMS

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8. RENTAL PROVIDER'S PREFERRED METHODS OF PAYMENT

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

Payment Method : **Direct Debit**
Payment Details : **Due on the 7th of Every Calendar Month**

9. SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHODS

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000.**
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email? The rental provider must complete this section before giving the agreement to the renter.
(rental provider to tick as appropriate)
The RENTAL PROVIDER: **Hitesh Kumar Palta C/-Jason Real Estate (Sales) Pty Ltd**

☒ Yes, at this email address: **tiffany@jasonrealestate.com.au**

☐ No.

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?
(rental provider to tick as appropriate)

The RENTER: **Krishtina Chapagain Ghimire**

☒ Yes, at this email address: **krishtinachapagainghimire48@gmail.com**

☐ No.

The RENTER: **Anesh Bhatta Sharma**

☒ Yes, at this email address: **sharmaanesh23@gmail.com**

☐ No.

(The option to consent should be provided to each renter who is a party to the agreement)

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10. URGENT REPAIRS

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

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

Details of person the renter should contact for an urgent repair

(rental provider to insert details)

Emergency contact name: **Tiffany Luu**

Emergency contact phone: **(03) 9338 6411 / 0447 880 921**

Emergency contact email: **contact@jasonrealestate.com.au**

11. PROFESSIONAL CLEANING

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

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

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

12. OWNERS CORPORATION

Do owners corporation rules apply to the premises? (rental provider to tick as appropriate)

☐ YES

☒ NO

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

13. CONDITION REPORT

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

☐ The condition report has been provided.

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

PART C - SAFETY-RELATED ACTIVITIES

14. ELECTRICAL SAFETY CHECKS

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(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. GAS SAFETY ACTIVITIES

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

(a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

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16. SMOKE ALARM SAFETY ACTIVITIES

(a) The rental provider must ensure that—

(i) any smoke alarm is correctly installed and in working condition; and

(ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and

(iii) the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—

(i) information about how each smoke alarm in the rented premises operates;

(ii) information about how to test each smoke alarm in the rented premises;

(iii) information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.
Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17. SWIMMING POOL BARRIER SAFETY ACITIVITES

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

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

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

(c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18. RELOCATABLE SWIMMING POOL SAFETY ACTIVITIES

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

(a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.
Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19. BUSHFIRE PRONE AREA ACTIVITIES

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.
If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
The water tank must be full and clean at the commencement of the agreement.

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PART D - RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the Act. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.
For more information, visit consumer.vic.gov.au/renting.

20. USE OF THE PREMISES

The renter—

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

21. CONDITION OF THE PREMISES

The rental provider—

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

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

22. MODIFICATIONS

The renter—

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

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

23. LOCKS

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and

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- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.
The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

24. REPAIRS

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

25. URGENT REPAIRS

Section 3(1) of the Act defines ***urgent repairs***. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.
Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.
The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2500.

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

(a) the renter cannot meet the cost of the repairs; or

(b) the cost of repairs is more than $2500; or

(c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. NON-URGENT REPAIRS

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.
The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

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27. ASSIGNMENT OR SUB-LETTING

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

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

28. RENT

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.
The rent cannot be increased more than once every 12 months.
The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. ACCESS AND ENTRY

The rental provider may enter the premises—

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

The renter must allow entry to the premises where the rental provider has followed proper procedure.
The renter is entitled to a set amount of compensation for each sales inspection.

30. PETS

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

PART E - ADDITIONAL TERMS

31. ADDITIONAL TERMS (IF ANY)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.
Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

31.1 Meanings in these additional terms

31.1.1 In these additional terms "I", "me", or "my", are used to describe the rental provider and "you" or "your", the renter. The descriptions apply even if there is more than one rental provider or renter.

31.1.2 ***Important advice about "writing".** In these additional terms the word "writing" means all ways of

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representing or reproducing words, figures, or symbols in a visible form, unless a form prescribed by the Residential Tenancies Act or Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter.

31.1.3 Before you use an electronic means to send a message or document to me check clause 9.1 to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 9.1 or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

31.2 Other use of the rented premises

31.2.1 You must use the premises primarily as your home. If you also want to use them for some ancillary purpose – for example, as an office for your business, as a rooming house, for short term accommodation, or to provide services to clients visiting the premises, you must ask me in *writing for permission beforehand. Before I decide I may ask you to provide reasonable information about the proposed use, including any proposed alterations to the premises, and if I give my permission, I may ask you to comply with reasonable conditions. Before the rental agreement ends you must also comply with section 64(2) of the Residential Tenancies Act. You cannot use an SMS message to ask me for my permission.

31.2.2 Use of the rental premises primarily as a home does not include:
- the storage of flammable liquids or gases apart from in small quantities for normal domestic use,
- the service or repair of a vehicle or boat of any description except for routine minor maintenance,
- disposal on the premises, including the land, of any liquid fuels, oils, tyres, paints, or other polluting substances.

31.3 Storage and removal of waste and rubbish

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

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

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

31.3.4 The only waste containers the Rental Tenancies Regulations require me to provide are a rubbish bin and a recycling bin which are provided by the local council, or which are vermin proof and compatible with local council collection.

31.4 My insurance on the premises

31.4.1 If I provide you with a copy of my insurance policy for the rented premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased, unless you are entitled to do so by the Residential Tenancies Act 1997 or some other legislation.

31.4.2 If it is found you are liable to compensate or reimburse me for damage to any part of the premises, and I recover part or all of the loss I have suffered by making a successful claim on my insurance, you will only be liable to reimburse me for that part of your liability which is not covered by the amount I recover from my insurance.

31.4.3 My insurance policy does not cover your goods and personal belongings against theft, loss, or damage. If you wish to insure your goods and personal belongings against theft, loss, or damage it is your responsibility to do so.

31.5 Locks (see clause 23) and alarms

31.5.1 Key of a lock means a device or information normally used to operate the lock.

31.5.2 Lock means a device for securing a door or window or other part of the premises.

31.5.3 Master key system means a set of locks in which each lock or subset of locks has a unique key, and one single key or master key can operate all the locks in the set.

31.5.4 You may change locks at the rented premises but only if you install replacement locks that will not be capable of being operated by the keys already provided and will instead be operated by new keys. Any

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change of locks must not breach the minimum standards for locks contained in the Residential Tenancies Act and Regulations.

31.5.5 If the lock is keyed alike with other locks in the premises and you make a change to the keying of any of those locks, you must change all the keyed alike locks so that they can continue to be operated by one key.

31.5.6 If you change the locks, you must purchase the same number of keys as were supplied to you at the commencement of the tenancy and supply them to me or my managing agent at the end of the tenancy. In addition, you must give to me or my managing agent duplicates of the new key/s as soon as practicable and preferrable within one business day of changing the locks.

31.5.7 You may change the code of an alarm at the rented premises.

31.5.8 If you change the code or install an alarm system you must tell me or my managing agent in *writing of the code as soon as practicable and preferable within one business day of the change or installation. You cannot use and SMS message to tell me of the new code.

31.6 Defects (see clauses 25 and 26)

31.6.1 When you become aware of a defect at the rented premises that may injure someone or cause damage you must, in addition to telling me or my managing agent as soon as possible, take reasonable action to avoid risk of injury to yourself or anybody else and to prevent further damage.

31.7 Light globes, fluorescent tubes, and LED lights

31.7.1 At the commencement of the rental agreement light globes, fluorescent tubes and LED lights will be in working order. If on taking possession of the rental premises you find this to not be the case, you must notify me or my managing agent as soon as possible so that the problem may be rectified at my expense.

31.7.2 During the rental agreement you must replace any light globes, fluorescent tubes, starters, and LED lights that cease to function, unless it has ceased to function due to actions taken by me, my managing agent, or my contractor. The requirement for you to replace LED lights does not extend to instances where the light fitting needs to be replaced, because as with other faulty light fittings, their replacement is my responsibility.

31.7.3 If for whatever reason you cannot personally fulfil your obligations, you may at your expense engage a suitable contractor to complete the tasks.

31.8 Sewers and septic systems

31.8.1 Things that may cause a blockage must not be placed into the sewerage or septic system, in addition to the toilet/s this includes drainage from the kitchen, laundry and bathroom/s. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of toilet paper, paper towel, tampons, sanitary pads, continence pads, wipes, cooking fats and oils, and food waste. This is not a complete list and has been provided as a guide only.

31.8.2 When you become aware to a blockage or defect in the sewerage of septic system you must tell me or my managing agent as soon as possible, preferably within 24 hours, even if you, or anyone you have allowed to come on to the rented premises, including me or my managing agent or my contractor, caused it.

31.8.3 If you, or anyone you have allowed to come on to the rented premises negligently or intentionally causes a blockage or defect in the sewerage or septic system 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.

31.9 Gutters, downpipes, and stormwater drains

31.9.1 As part of your obligation under the Residential Tenancies Act to keep the rented premises reasonably clean you must, unless otherwise agreed in writing, keep the gutters, downpipes and stormwater drains free of debris and other matter to the extent that their proper functioning is not impeded. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.

31.9.2 If the proper functioning of the gutters, downpipes or stormwater drains is impeded due to a fault or need for repair, you must notify me or my managing agent as soon as possible. If the need for repair or replacement

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is the result of you, other occupants of the rented premises or your visitors intentionally or negligently causing damage to the rented premises or common areas I will arrange for the necessary repair or replacement, however you will be required to reimburse me for the expense.

31.10 Gardens and land

31.10.1 If under this rental agreement you are provided with, in addition to the built structures, gardens or land as part of the premises, you must unless otherwise agreed in writing, maintain them in a reasonably clean condition and free from damage apart from fair wear and tear.

31.10.2 These are examples of things you may need to do to care for the garden and land: mow 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; and as far as reasonably possible keep the garden free of pests and vermin. In bushfire prone areas you must take reasonable action to minimise the fuel load on the land during the fire season. This is not a complete list of things you may need to do. I have provided the examples as a guide only. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.

31.10.3 You must make a request in *writing for my permission if you wish to remove any plants apart from weeds, or if you wish to change the layout of garden beds, grassed areas, paved areas and so on. The request must not be made by SMS message.

31.10.4 You must make a request in *writing for my permission if you wish to plant any trees, shrubs, or vines, apart from those that form part of a vegetable or herb garden. The request must not be made by SMS message.

31.10.5 You must not dispose of any polluting or toxic substance on the land.

31.11 Mould

31.11.1 You should take all reasonable steps to prevent the development of mould (fungi) in the rented premises. These steps include but are not limited to; ventilating the premises by use of exhaust fans and openable windows provided, particularly if you need to dry washing inside the premises; using an appropriate household cleaner to regularly clean surfaces on which condensation forms; and preventing window furnishings, furniture and clothes being in contact with surfaces on which condensation forms.

31.11.2 If you see signs of mould in the premises you must notify me or my managing agent as soon as possible.

31.11.3 If the mould has developed due to a fault, such as a leak in the premises, or is related to the building structure I will arrange for it to be rectified and the mould treated. In the meantime, you should take all reasonable steps to avoid exposure to the mould.

31.12 You cannot use your bond to pay rent

31.12.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent for the premises on the ground you intend to regard the bond as rent paid and it allows VCAT to impose a penalty if satisfied a breach of the bond requirements has occurred.

31.13 'To Let', 'Auction', 'For Sale' etc signs at the rented premises

31.13.1 You will allow me, or my managing agent, to put up a sign on the rented premises during the final month of the rental agreement indicating the premises will be available for renting. The sign will be positioned so as not to interfere with your use of the rented premises.

31.13.2 You will allow me or my estate agent to put up a sign on the premises at any time indicating that it is available to be purchased. The sign will be positioned so as not to interfere with your use of the rented premises.

31.14 Assigning, subletting, or abandoning the rented premises (see clause 27)

31.14.1 If during the period of the rental agreement the people in occupation of the rented premises are to change you must notify or my managing agent as soon as possible after you become aware the change is to happen, or has happened, preferably within 24 hours and ask me or my managing agent in *writing for permission to assign your rental agreement or sub-let the rental premises. Neither I nor my managing agent will unreasonably withhold permission. You cannot use an SMS message to ask me or my managing agent for permission.

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31.14.2 If the rental agreement is assigned to a new renter or combination of renters, even if some are continuing, I may require you to reimburse me for my reasonable expenses incurred due to the assignment. These expenses will be calculated according to the following formula:

See Additional Terms

31.14.3 If you assign or sublet the rental premises without obtaining written permission beforehand and I terminate your rental agreement, or if you abandon the rental premises, I may ask you to reimburse me for expenses I incur in reletting. If I do this the expenses will be calculated according to the following formula:

See Additional Terms

31.14.4 My managing agent cannot require payment from you, however they can on my behalf require you to reimburse me for expenses I incur.

31.15 Leaving the premises at the end of the fixed term (see clause 5)

31.15.1 If you intend to leave the rental premises at the end of the fixed term on this agreement you need to tell me or my managing agent about your intention at least 28 days before the fixed term comes to an end, or 14 days before the fixed term comes to an end if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.

31.15.2 You must tell me or my managing agent about your intention to leave in *writing by giving notice in a form which is not an SMS message.

31.15.3 You must return all the keys and any key cards and remote controls to me or my managing agent when you leave the rented premises.

31.15.4 You must continue to pay rent to me or my managing agent until the end of the fixed term; or to and including the day on which you return all the keys, key cards and remote controls to me or my managing agent if it is after the end of the fixed term. If, with your agreement, the premises are relet from a date before the end of fixed term and you return the keys etc before that date you will only be required to pay rent to and including the day before the new rental agreement commences.

31.16 Leaving the premises after the fixed term ends

31.16.1 If you remain in occupation of the rental premises after the fixed term of this agreement ends and you do not enter into a new fixed term agreement with me, you must tell me or my managing agent of your intention to leave specifying a date not less than 28 days after the date you tell me or my managing agent, or 14 days if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.

31.16.2 You must tell me, or my managing agent, about your intention to leave in *writing in a form that is not an SMS message.

31.17 Receipt of condition report /statement of rights and duties

31.17.1 You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:
• two copies of a condition report signed by me or my managing agent, and
• a written guide "Renting a home: a guide for tenants" as authorised and published by the Victorian government setting out my rights and duties as a rental provider and your rights and duties as a renter. If you consented to receiving notices electronically this guide may be provided to you electronically.

31.18 Rental provider's signature

31.18.1 I may authorise my managing agent to sign this rental agreement on my behalf. In the event you and I (or my managing agent acting on my behalf) have agreed that you will rent the rented premises on the terms set out in this document or we have conducted ourselves in such a way as to imply that this was the case, the terms

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of this rental agreement will be binding even if, through an oversight, a party has neglected to sign it. The Residential Tenancies Act 1997 provides the following definition of a residential rental agreement in section 5:
"residential rental agreement means an agreement, whether or not in writing and whether express or implied, under which a person lets premises as a residence (but does not include an SDA residency agreement) and includes a fixed term residential rental agreement and a periodic residential rental agreement;"
SDA means Specialist Disability Accommodation.

31.19 Modifications (see clause 22)

31.19.1 If you make any modification that does not require my consent you must notify me that you intend to make that modification along with a description of the modification at least 48 hours before making the modification.

31.19.2 If you intend to install non-permanent window film for insulation, reduced heat transfer or privacy or install security lights, alarm systems or security cameras, I may require you to engage a suitably qualified person to carry out the work.

31.19.3 If you intend to replace curtains you must inform me of where and the manner in which you intend to store the original curtains.

31.20 Rent Increases

The rent amount will increase to ($) _____ calculated as:

☐ %

☐ CPI

☐ Other _____

The date the first payment at the increased rate is due is ____ / ____ / 20 ____

Pay period: ☐ Weekly ☐ Fortnightly ☐ Monthly

The day rent is to be paid : _____
(e.g. each Thursday or the 11th of each month)

31.21 Urgent Repairs

The agent **can** / ~~**cannot**~~ authorise urgent repairs (strike out inapplicable)

If the agent can authorise repairs, the maximum amount for repairs which the agent can authorise is ($) **2,500.00**

Emergency facsimile: 0447 880 921 Tiffany@jasonrealestate.com.au

Additional Items

1 The RENTER/S acknowledges; that the bond paid under the agreement has been forwarded in accordance with the requirements of the Residential Tenancies Act 1997 with the RESIDENTIAL TENANCIES BOND AUTHORITY and that the refund of the bond can only be achieved by all tenants signing and lodging a bond claim form with the the RESIDENTIAL TENANCIES BOND AUTHORITY

2 The RENTER/S acknowledges; that the bond money paid is held as a bond against the tenant not carrying out the conditions of the lease agreement and not vacating the property in good clean condition. The tenant further understands and acknowledges that under the Residential Tenancies Act 1997, that the bond is not to be used as any part of rent owing.

3 The RENTER/S acknowledges; having being advised that all rental charges are paid by Direct Debit and further acknowledges having read the Direct Debit Service Agreement. The RENTER/S agrees to the terms and conditions of the Direct Debit Service Agreement and understands that rental charges are at all times must be

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paid in advance and in full as agreed and stated in the lease. Tenants understand and agree to pay our office a $30.00 dishonour/administration fee for any payment that is returned to our office as a dishonor payment.

4 The RENTAL PROVIDER and the RENTER/S mutually agree that the RENTER/S will not smoke inside the property. At the final inspection of the property and the end of tenancy if the RENTAL PROVIDER or RENTAL PROVIDER'S AGENT believes that the smoking has impregnated the fittings of the property, the RENTER/S agrees that the curtains/blinds will be dry cleaned and the carpets will be steam cleaned and where necessary the walls will be washed down at the RENTER/S expense.

5 The RENTAL PROVIDER acknowledges the RENTER/S right to change the locks at the rental property; providing a duplicate key is given to the RENTAL PROVIDER or THEIR AGENT. The RENTER/S acknowledges; that whilst all due care and attention has been taken, the RENTAL PROVIDER cannot guarantee that all keys to the property were returned by the previous occupants. To ensure total security, it is our recommendation that the barrels in all locks be replaced. The cost of any lock change will be the RENTER'S responsibility.

6 The RENTER acknowledges and agrees to accept full responsibility to any damage arising from installing picture hooks on the walls and agree to pay any and all expenses arising from any repairs requiring to restore the walls to their original condition . The RENTER also acknowledges and agrees that the RENTER will take into consideration and be reasonable in the number of picture hooks installed. The RENTER will advise the RENTER PROVIDER OR AGENT IN WRITING as to their intention of installing picture hooks and the number of picture hooks in each room they are intending to install .

7 The RENTER/S hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at this property and further agrees to pay any and all expenses arising from any repairs or replacements including the cost of having the carpets treated for fleas and spot cleaning on stains due from pets droppings or urine , and deodorizing of the carpet to remove any odors at the end of the tenancy. The RENTER/S further agrees to ensure all pet droppings are cleaned from the front and rear yards of the premises regularly.

8. The RENTER/S acknowledges; that the Condition Report provided at the commencement of the tenancy must be signed and returned to the AGENT within 3 business days after commencing occupancy of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of the tenancy.

9 The RENTER/S must regularly check each smoke detector installed in the premises to confirm that it is kept fully operational. These checks are to ensure the safety of the RENTER/S and the security of the premises. The RENTER/S must immediately notify the Agent of any faulty smoke detector (and confirm this advice to the Agent in writing the same day).

10 The RENTER/S agrees to have the carpets Professionally Cleaned upon vacating the premises with the cost paid by the RENTER/S. RENTER/S MUST provide the AGENT with an invoice/receipt for such work. The cleanliness of the carpets as stated on the ingoing Condition Report completed at the commencement of the Tenancy Agreement will be taken into consideration. Note: This is required as Supermarket hire machines, have in many instances, been the cause of damage to carpets. The TENANT/S will be held responsible for any damage made to carpets on the premises.

11 The RENTER/S shall pay the RENTAL PROVIDER/AGENT costs in relation to the serving of any notice/s required under the Residential Tenancies Act where a RENTER is in breach of this TENANCY AGREEMENT. RENTER/S further agree that RENTER'S name and breach details will be listed to National Tenancy Database and /or Veda if a VCAT order has been granted and the amount declared by the VCAT order remain unpaid within 14 days from the date of the order.

12 The RENTER/S acknowledges; that parking of their vehicles or their visitors vehicles on grass areas on the property is PROHIBITED. At the routine / final inspection if the RENTAL PROVIDER / AGENT believe that cars

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have been parked on the grass areas the RENTER/S will be liable to fix any damage caused to the grass and ground OR pay for the costs to restore the grass areas.

13 The RENTER/S acknowledges and agrees that those nominated in the application form/s will reside at the stated premises. Any change to this must be submitted to the RENTAL PROVIDER or AGENT and written permission given prior to the third party moving into the premises and agree to pay to the AGENT the nominated administration costs for the preparation of new leasing documents and transfer of bond being $110.00 .

14 In the event of the RENTER/S needing to vacate the property herein leased prior to the expiration of the term herein the RENTERS agree to give Jason Real Estate Sales Pty Ltd a minimum 28 days written notice. If the RENTAL PROVIDER is agreeable to the RENTER'S request, then RENTERS hereby appoint JASON REAL ESTATE SALES PTY LTD of 201B Melrose Drive, Tullamarine VIC 3043; to act on my/our behalf and seek a replacement RENTER on the terms and conditions specified by the RENTAL PROVIDER . I/We understand and acknowledge that I/We are liable for a re-letting fee of up to 2 weeks rent plus GST (pro-rata) and advertising cost of $300 plus GST and are responsible for all rent due from the time of vacating to the expiration of the lease until such time a replacement tenant is accepted by the landlord. We further acknowledge and accept that the advertising expense is payable in advance. I/We will not use our bond as rent due .

15 The outgoing RENTER agrees to pay a fee of $110.00 for the transfer of lease from any RENTER to another. Original RENTERS must remain on lease otherwise break lease fees will apply.

16 The RENTER acknowledges and agrees that the RENTAL PROVIDER'S AGENT will conduct regular routine inspections (PLEASE NOTE THAT PHOTOS WILL BE TAKEN OF THE PROPERTY IN THE ROUTINE INSPECTION) with or without the presence of the RENTER/S upon giving the tenant 1 week notice of such inspection and the RENTER agrees that the 1st inspection will be carried out after the RENTER has occupied the property for FIRST 3 months and thereafter, every 6 months during tenancy.

17 The RENTER /S hereby acknowledges and agrees to maintain all drains including sinks and showers clean and clear by avoiding excessive debris and hair. Every six months to apply correct drainage liquid/solution to maintain drains and pipes clean and clear . The RENTER shall indemnify the RENTAL PROVIDER of any loss and /or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the RENTER /S or anyone on the premises. Without limiting the generality of the foregoing, the RENTER/S shall indemnify the RENTAL PROVIDER for the cost of repairs to plumbing blockages caused by the NEGLIGENCE or MISUSE of the TENANT/S.

18 We the RENTERS hereby acknowledge that if the situation arises throughout and during the tenancy at the property that a plumber/trades person is required to respond to a call from herein tenants due to not having hot water and if the findings from the plumber/trades person is only the PILOT LIGHT to the hot water services needed to be ignited; Then the herein RENTERS accept full responsibility of all costs incurred for the service call provided.

19 We the RENTERS hereby acknowledge; that the RENTAL PROVIDER MUST GIVEN PRIOR KNOWLEDGE in regards to pet/s being kept at the property. We the RENTERS also agree that we are liable to repair and/or undertake any cleaning associated with having pet/s at the property. All costs of repair and/or cleaning relating to pet/s at the property will be the RENTER'S responsibility.

20 The RENTER acknowledge/s that the floorboards can be EASILY marked and therefore agree/s to take SPECIAL CARE of the polished floors to ensure that they are not negligently marked or dented by high heeled shoes and to minimize scratches the RENTER agree/s to use protective pads on the base of furniture wherever possible The RENTER also agrees to also use a dry flat mop and proper floor board cleaning solution to avoid water damage to the floorboards. The RENTER agrees that should any one of these conditions not be complied

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with , the RENTAL PROVIDER through their agents, have the right to serve the necessary notices thereafter, if the tenant fails to remedy the breach.

21 We the RENTERS agree to clean the all air conditioner filters every 6 months

22 The RENTERS herein agree to pay the Landlord any excess amount charged or any additional premium charged by the RENTAL PROVIDERS 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 consent of the RENTER .

23 The RENTER understands and accepts that payment for water usage is the tenants responsibility in all properties separately metered.

24 The RENTERS shall at the RENTER'S expense replace all lighting tubes, globes and down lights to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

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32. SIGNATURES

This agreement is made under the Act.
Before signing you must read **Part D — Rights and Obligations** in this form which outlines your rights and obligations.

RENTAL PROVIDER

Name: Hitesh Kumar Palta C/-Jason Real Estate (Sales) Pty Ltd Sign: Signed by: Hitesh Kumar Palta C/- Jason Real Estate (Sales) Pty Ltd DA54E4A819A3 Dated: 12/10/2022

RENTER

Name: Krishtina Chapagain Ghimire Sign: Signed by: Krishtina Chapagain Ghimire 8E074F801E9D Dated: 12/10/2022

Name: Anesh Bhatta Sharma Sign: Signed by: Anesh Bhatta Sharma DA9507B0B6D5 Dated: 12/10/2022

Note: Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page

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DEPOSIT STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT 1962 ("the Act")

VENDORS: **Hitesh Kumar PALTA and Catherine Margaret PALTA**

PROPERTY: 9 Currajong Road, Thomastown

1. ~~1. The Property is not subject to a mortgage (as defined in the Act)~~
or
1. *Particulars of the Mortgage(s) to which the Property is now subject -*

1.1 $ 720000 *is the amount secured by the mortgage.*

$ 3078.61 *instalments must be paid at* Monthly *intervals.*

$ 712000 *is the amount now required to discharge the mortgage (as defined in the Act), which amount includes any outstanding rates, taxes or charges due to any statutory body, or any other charge or lien for money or monies worth.*

1.2 *The mortgage does not provide for further advance(s).*

1.3 2.85 *% p.a. is the lower rate of interest payable under the Mortgage (and default rate is ..... p.a.).*

1.4 _____ *the date by which amount secured by the Mortgage is to be repaid (unless the lender demands early repayment upon any breach of its conditions).*

1.5 *The Vendors are not in default under the Mortgage.*

1.6 *The Mortgage lender is* NAB

of _____

1.7 *The Mortgage lender has not consented to the Purchaser assuming the Vendors' obligations under the Mortgage.*

2. *There is no caveat lodged against the title to the Property under the Transfer of Land Act 1958.*

DATE OF THIS STATEMENT: 19 / 6 / 20...23

Signature of the Vendors

Hitesh Kumar Palta

Catherine Margaret Palta

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT: / / 20 ..

Signature of the Purchaser _____

RELEASE OF THE DEPOSIT BY THE PURCHASER

1. The Purchaser is satisfied that –

   (a) the above particulars provided by the Vendors is accurate.

   (b) the particulars indicate that the purchase price is sufficient to discharge all mortgages over the Property.

   (c) the contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser is deemed to have accepted title.

DATE OF THIS RELEASE: / /20.....

Signature of the Purchaser _____