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# Contract of sale of land

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Property address: Unit 1/36 Mereweather Avenue, Frankston, Victoria 3199

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Vendor: Rings Developments Pty Ltd ACN 168 550 294

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Purchaser:

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Prepared by  
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Ref: CL:JM:211336

# Contract of sale of land

**Property address:** Unit 1/36 Mereweather Avenue, Frankston, Victoria 3199

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, the general conditions and any special conditions in that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

### 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 apply to you.

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

If you end the contract in this way, 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.

### Exceptions

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

- You bought the property at or within 3 clear business days before or after a publicly advertised auction; 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.

## 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 the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

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

Purchasers should ensure that prior to signing this contract they have received:

- A copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- A copy of the full terms of this contract.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

On \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

\_\_\_\_\_  
*Print name of person signing.*

*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.*

This offer will lapse unless accepted within [     ] clear business days – 3 clear business days if none specified.

**SIGNED BY THE VENDOR**

On \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

\_\_\_\_\_  
*Print name of person signing.*

*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.*

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

## PARTICULARS OF SALE

<b>VENDOR'S AGENT</b>					
Name	OBrien Real Estate Frankston	Phone	97816666	Fax	
Address	474 Nepean Highway, Frankston, VIC 3199	Email	sales.frankston@obrienrealestate.com.au		
<b>VENDOR</b>			<b>PRACTITIONER – SOLICITOR/CONVEYANCER</b>		
Name	Rings Developments Pty Ltd ACN 168 550 294	Name	Lobb & Kerr Lawyers		
		Address	262 Stephensons Road, Mount Waverley VIC 3149 PO Box 2255, Mount Waverley VIC 3149		
Address	6 Rings Road, Moorabbin, VIC 3189	Contact	Jessica McDermott		
		Email	jmcdermott@lobbkerr.com.au		
ACN/ABN		Phone	03 9888 1422	Fax	03 9888 1038
<b>PURCHASER</b>			<b>PRACTITIONER – SOLICITOR/CONVEYANCER</b>		
Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					
<b>LAND</b>					
<i>General conditions 3 and 9</i>					
<input checked="" type="checkbox"/> The land is described in the table below —					
Certificate of Title reference		being lot		on plan	
Volume 11626	Folio 530	1		PS733408D	
The land includes all improvements and fixtures.					

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**Property address**

The address of the land is:

Unit 1/36 Mereweather Avenue, Frankston 3199

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**Goods sold with the land**

*General condition 2(a)(vi)*

Goods sold with land are:

☐ Listed in attached schedule.

**OR**

☒ Listed as follows:

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature as inspected.

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**PAYMENT**

*General condition 11*

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Price: \$

Plus GST: \$0

Payable by purchaser in addition to price – Insert 'Nil' if no GST payable by purchaser

Total price: \$

Payable by purchaser

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Deposit: \$

By / / 20 of which \$ has been paid

---

Balance: \$

Payable at settlement

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Foreign resident vendor: ☐ Value \$750,000 or more

*See general condition 15(f) and (g).*

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**GST**

*General condition 13*

☒ **No**, because:

☐ **Yes**, because:

☐ Vendor not registered or required to be registered

☐ Purchaser entitled to input tax credit

☒ Existing residential premises

☐ Purchaser **NOT** entitled to input tax credit

☐ Not in the course or furtherance of an enterprise

☐ Margin scheme applies

☐ Going concern

☐ Mixed supply

☐ Farmland used for farming business or sale of subdivided farmland to an associate

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**GST withholding**

*Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)*

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Notice required to be given by vendor

☐ Yes ☒ No

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Withholding required by purchaser

☐ Yes ☒ No

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No withholding for residential premises because:

No withholding for potential residential land because:

☐ Vendor not registered or required to be registered

☐ Vendor not registered or required to be registered

☒ The premises are not new

☐ The land includes a building used for commercial purposes

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<input type="checkbox"/> The premises were created by substantial renovation	<input type="checkbox"/> The purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> The premises are commercial residential premises	

### SETTLEMENT

*General condition 10*

Is due on        /        /20

Unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- ☐ The above date; or
- ☐ 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within        [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.

### LEASE

*General conditions 1(a)(iii) and 22*

At settlement the purchaser is:

- ☐ Entitled to vacant possession.

**OR**

- ☒ **Subject to a lease**, particulars of which are:

- ☒ Attached; or

- ☐ As follows:

### TERMS CONTRACT

*Add special conditions.*

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

- ☐ Yes    ☒ No

### LOAN

*General condition 14(a)-(d)*

This contract is subject to a loan being approved within:

- ☐ 21 days    **OR**    ☐ 14 days from the contract date (approval period)

Lender:

Loan amount: \$

### BUILDING AND PEST REPORT

*General condition 14(e)-(f)*

This contract is subject to:

- ☐ Building report. Provider:

- ☐ Pest report. Provider:

### Special conditions

- ☐ Yes    ☒ No

## GENERAL CONDITIONS

**The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.**

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**1. Encumbrances**

- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (ii) Any reservations in the crown grant; and
  - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

**2. Vendor warranties**

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
  - (ii) Is under no legal disability; and
  - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) Has not previously sold or granted any option to purchase, agreed to a 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
  - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
  - (ii) Easements over the land;
  - (iii) Lease or other possessory agreement affecting the land;
  - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
  - (ii) 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
  - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

### **3. Identity of the land**

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- (a) 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.
- (b) The purchaser may not:
  - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (ii) Require the vendor to amend title or pay any cost of amending title.

### **4. Services**

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- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

### **5. Consents**

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The vendor must obtain any necessary consent or licence required for the sale. 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.

### **6. Transfer**

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- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The



delivery of the transfer of land document is not acceptance of title.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

## **7. Electronic settlement**

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- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

## **8. Builder warranty insurance**

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The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

## **9. Off the plan**

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- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
  - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
  - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining

the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

- (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:

- A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
- B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
- C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
- D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **10. Settlement**

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- (a) At settlement:
  - (i) The purchaser must pay the balance of purchase money; and
  - (ii) The vendor must:
    - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
    - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

## **11. Payment**

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- (a) The purchaser must pay the deposit:
  - (i) To the vendor's licensed estate agent; or
  - (ii) If there is no estate agent:
    - A. To the vendor's legal practitioner or conveyancer; or
    - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (i) Must not exceed 10% of the price; and
  - (ii) 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 the registration of the plan of subdivision.
- (d) The purchaser must pay all money other than the deposit:
  - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
  - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
  - (i) In cash; or
  - (ii) By cheque drawn on an authorised deposit taking institution; or
  - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
  - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 12. Stakeholding

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- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title; and
  - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
  - (iv) 28 days have elapsed since providing that evidence.

## 13. Goods and Services Tax

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- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.

- (d) This clause applies if 'going concern' is specified in the particulars of sale.
  - (i) The purchaser warrants that it is registered for GST.
  - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
  - (iii) The vendor must continue to carry on the enterprise until settlement.
  - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if 'farmland used for farming business or sale of subdivided farmland to an associate' is specified in the particulars of sale.
  - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
  - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
  - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if 'mixed supply' is specified in the particulars of sale.
  - (i) GST is included in the price.

- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.
- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) **Vendor's notice**
  - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
  - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) **Amount to be withheld by the purchaser**
  - A. Where the margin scheme applies 7% of the purchase price; otherwise
  - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

- (iv) **Purchaser to remit withheld amount**
  - A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
  - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) **Vendor to indemnify purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

#### **14. Loan, building report or pest report**

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
  - (i) Grant the extension request; or
  - (ii) Advise the purchaser that the extension request is refused,

in which case the purchaser may, within 2 clear business days either:

  - (iii) End the contract; or
  - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the

purchaser may, within a period of 2 clear business days, either:

- (i) End the contract; or
  - (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
- (i) Applied for the loan; and
  - (ii) Did everything reasonably required to obtain approval of the loan; and
  - (iii) Provides written proof to the vendor that the loan was not approved; and
  - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
  - (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
- (i) Applied for the report; and
  - (ii) Provides the vendor with a copy of the written report; and
  - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and

- (iv) Is not in default under any other condition of this contract when the notice is given, and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

## 15. Adjustments

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- (a) 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 adjustments paid and received as appropriate.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (i) 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
  - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
  - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
  - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings

in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.

- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

## 16. Time

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- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

## 17. Service

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- (a) 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.
- (b) A document is sufficiently served if served:
  - (i) Personally; or

- (ii) By pre-paid post; or
- (iii) By facsimile; or
- (iv) By email.

- (c) Unless proven otherwise, any document sent by:
  - (i) Express post is taken to have been served on the next business day after posting;
  - (ii) Priority post is taken to have been served on the fourth business day after posting;
  - (iii) Regular post is taken to have been served on the sixth business day after posting;
  - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
  - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

## 18. Nominee

---

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

## 19. 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.

## 20. Guarantee

---

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

## **21. Notices**

---

- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- (b) The purchaser is responsible for compliance with 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.
- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## **22. Lease**

---

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

## **23. Loss or damage before settlement**

---

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the purchaser must not delay settlement but may claim compensation from the vendor after settlement.

- (d) If the property is not in the same condition it was in on the day of sale, at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **24. Abandoned goods**

---

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

## **25. Default**

---

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

## **26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

## **27. Default notice**

---

- (a) 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.
- (b) The default notice must:

- (i) Specify the particulars of the default; and
  - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
    - A. The default is remedied; and
    - B. Costs of \$440, including GST, are paid.
  - (c) The party serving the default notice may extend performance of the default notice in writing.
- (ii) The vendor is entitled to possession of the property; and
  - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
    - A. Retain the property and sue for damages for breach of contract; or
    - B. 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

## **28. Rescission notice**

---

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
  - (i) Specify the particulars of the failure to comply with the default notice; and
  - (ii) State that the contract will be ended in 10 days after the notice is given unless:
    - A. The default is remedied; and
    - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
  - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
  - (ii) All those amounts are a charge on the land until payment; and
  - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
  - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (iv) 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
- (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.



---

# Vendor statement

---

Property address: Unit 1/36 Mereweather Avenue, Frankston, Victoria 3199

---

Vendor: Rings Developments Pty Ltd ACN 168 550 294

---

Purchaser:

---

Prepared by  
**Lobb & Kerr Lawyers**  
262 Stephenson's Road  
Mount Waverley VIC 3149  
PO Box 2255, Mount Waverley VIC 3149  
DX 32004 MOUNT WAVERLEY  
Email: [jmcdermott@lobbkerr.com.au](mailto:jmcdermott@lobbkerr.com.au)  
Ref: CL:JM:211336

# 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, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The parties 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:** Unit 1/36 Mereweather Avenue, Frankston, Victoria 3199

## SIGNED BY THE VENDOR

Name: **Rings Developments Pty Ltd ACN 168 550 294**

On \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'*

## SIGNED BY THE PURCHASER

Name:

On \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'*

## SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title	✓	Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning	✓	Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

### ATTACHMENTS

*Any certificates, documents and other attachments may be annexed or further information added here.*

☒ Attached.

☐ Further information:

### TITLE

(a) Attached are copies of the following documents:

☒ Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

☐ General Law Title.

*The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.*

(b) ☐ Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

Not Applicable

### LAND USE AND SERVICES

(a) Easements, covenants, or other similar restrictions

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

☒ Attached copies of title document/s.

OR

☐ Full description:

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

**(b) Services**

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

☐ Electricity supply    ☐ Gas supply    ☒ Telephone    ☐ Water supply    ☐ Sewerage

**(c) Road access** ☒ Yes ☐ No

**PLANNING**

**(a) Planning scheme**

☒ Attached is a certificate with the required specified information.

**(b) Designated bushfire prone area**

☐ Yes ☒ No Under section 192A of the Building Act 1993

**FINANCIAL MATTERS**

**(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest**

☒ Their total does not exceed:

\$6,000.00

**(b) Particulars of any charge under any Act**

Amount owing:

To chargee:

Other particulars, including dates and times of payments:

**OWNERS CORPORATION**

**(a) Owners corporation certificate**

☐ Not required – inactive\* 2-lot subdivision.

*\* An owners corporation that is inactive includes an owners corporation that has not, in the previous 15 months, conducted an annual general meeting, fixed any fees, and held any insurance.*

☒ Attached.

*Required in all other cases, including inactive owners corporation of more than 2 lots in which case the vendor must provide the certificate.*

**(b) Insurance**

☐ Not required – no common property.

☐ Not required – 2-lot subdivision.

☒ Required\* – See owners corporation certificate attached.

*\* Required in all other cases if there is common property.*

**BUILDING PERMITS**

Is there a residence on the land? ☒ Yes ☐ No

If yes, particulars of any building permit issued under the Building Act 1993 in the preceding 7 years are:

☒ Attached. ☐ No permits issued under the Building Act 1993 in the preceding 7 years.



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

Page 1 of 2

VOLUME 11626 FOLIO 530

Security no : 124088691738Q  
Produced 16/03/2021 11:30 AM

**LAND DESCRIPTION**

Lot 1 on Plan of Subdivision 733408D.  
PARENT TITLE Volume 04184 Folio 638  
Created by instrument PS733408D 13/01/2016

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
RINGS DEVELOPMENT PTY LTD of 6 RINGS ROAD MOORABBIN VIC 3189  
PS733408D 13/01/2016

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AL059520A 06/05/2014  
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AL985945Y 26/06/2015

**DIAGRAM LOCATION**

SEE PS733408D FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: UNIT 1 36 MEREWETHER AVENUE FRANKSTON VIC 3199

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED  
Effective from 22/10/2016

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS733408D



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

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Page 2 of 2

DOCUMENT END



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Document Type	<b>Plan</b>
Document Identification	<b>PS733408D</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>16/03/2021 11:48</b>

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Signed by: John Peter Kenter (Speedie Development Consultants Pty Ltd) Surveyor's Plan Version (05) SPEAR Ref: S062526H 25/11/2015. Amended: 12/01/2016.



Signed by Council: Frankston City Council, PP Ref: 19/2015/P, Cert Ref: 11/2015/S, Original Certification: 26/11/2015, S.O.C.: 03/12/2015

# PLAN OF SUBDIVISION

PLAN NUMBER

PS 733408D

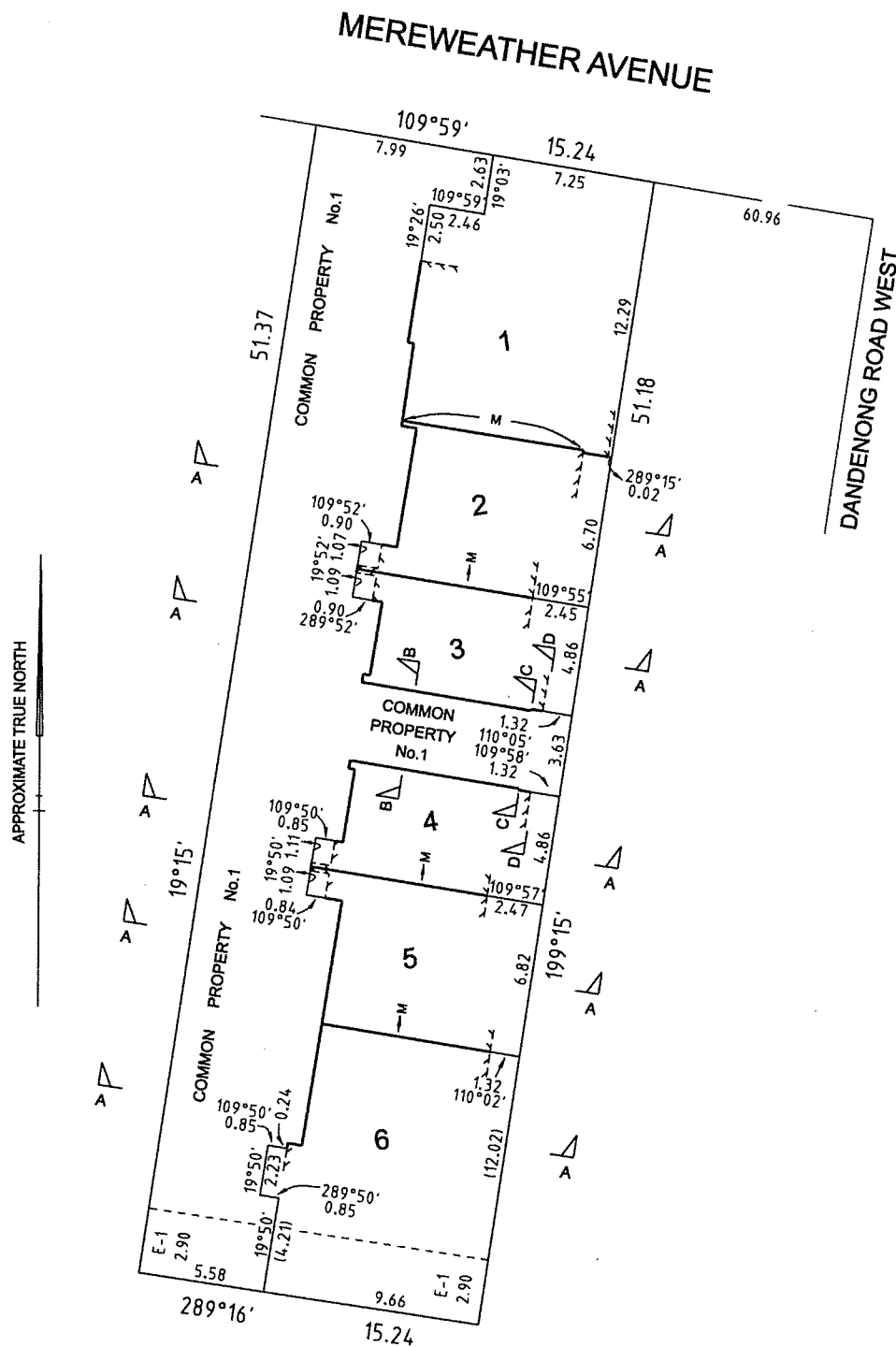


DIAGRAM 1  
GROUND LEVEL AND  
GROUND STOREY

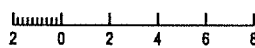


Speedie Development Consultants Pty. Ltd.

SURVEYORS, ENGINEERS, PLANNERS AND  
DEVELOPMENT CONSULTANTS

55 Marine Parade Hastings Vic 3915 (03) 5979 5000  
reception@speedies.com.au

## SCALE



LENGTHS ARE IN METRES

## ORIGINAL

SCALE

1:200

DIGITALLY SIGNED BY LICENSED SURVEYOR:

JOHN P KENTER

REF: 11025S

VERSION 5

SHEET 2

ORIGINAL SHEET SIZE A3

CERTIFYING AUTHORITY

FRANKSTON  
CITY COUNCIL  
REF: 11/2015/S

Signed by Council: Frankston City Council, PP Ref: 19/2015/P, Cert Ref: 11/2015/S, Original Certification: 26/11/2015, S.O.C.: 03/12/2015

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PLAN NUMBER

PS 733408D

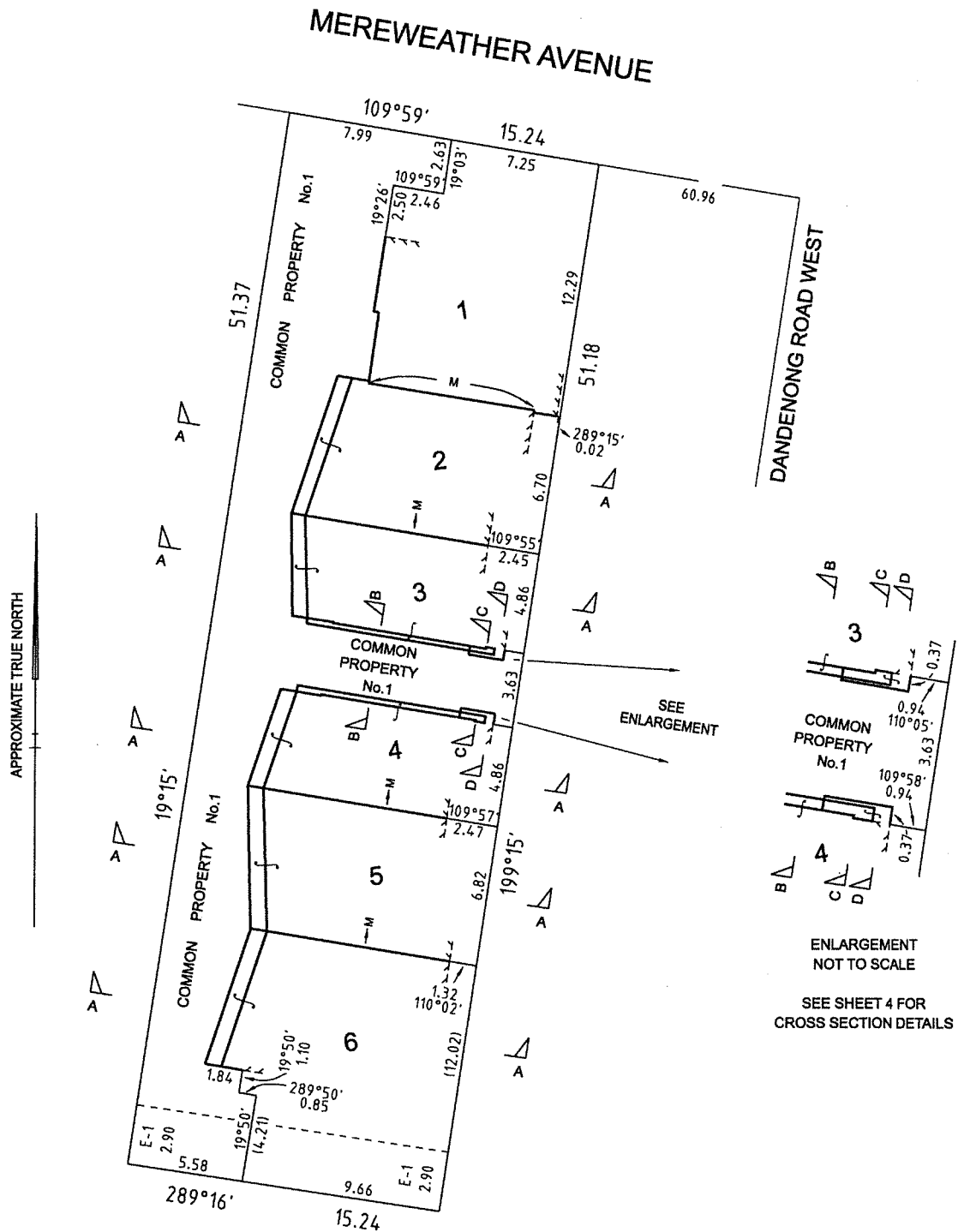


DIAGRAM 2  
FIRST STOREY AND  
TOPMOST STOREY

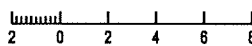


Speedie Development Consultants Pty. Ltd.

SURVEYORS, ENGINEERS, PLANNERS AND  
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55 Marine Parade Hastings Vic 3915 (03) 5979 5000  
reception@speedies.com.au

## SCALE



LENGTHS ARE IN METRES

## ORIGINAL

SCALE

1:200

DIGITALLY SIGNED BY LICENSED SURVEYOR:

JOHN P KENTER

REF: 11025S

VERSION 5

SHEET 3

ORIGINAL SHEET SIZE A3

CERTIFYING AUTHORITY

FRANKSTON  
CITY COUNCIL  
REF: 11/2015/S

Signed by: John Peter Kenter (Speedie Development Consultants Pty Ltd) Surveyor's Plan Version (05) SPEAR Ref: S062526H 25/11/2015, Amended: 12/01/2016.

# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AL985945Y</b>
Number of Pages (excluding this cover sheet)	<b>12</b>
Document Assembled	<b>31/03/2021 08:21</b>

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Application by a responsible authority for the  
making of a recording of an agreement  
Section 181 Planning and Environment Act 1987

**AL985945Y**

26/06/2015 \$116.50 173



**Form 18**

Lodged by: *LOBB, KERR*  
Name:

Phone:

Address:

Ref: 14/2015/S173

Customer Code: *36705*

**Privacy Collection Statement**

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

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land:

volume 04184 folio 638

Authority:

Frankston City Council of Civic Centre, Cnr Davey & Young Streets, Frankston 3199

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application:

Signature for the Authority:

Name of Officer:

DENNIS HOVENDEN  
CHIEF EXECUTIVE OFFICER  
FRANKSTON CITY COUNCIL  
IN THE STATE OF VICTORIA

Date: *12th June 2015*

A SENIOR OFFICER OF THE COUNCIL AS  
DEFINED IN THE LOCAL GOVERNMENT ACT 1989



**AL985945Y**



**FRANKSTON CITY COUNCIL**

and

**THE OWNER DESCRIBED IN THE SCHEDULE**

**AGREEMENT MADE PURSUANT TO  
SECTION 173 OF  
THE PLANNING AND ENVIRONMENT ACT 1987**

Property: The Land described in the Schedule

## PARTIES

- 1 **FRANKSTON CITY COUNCIL**  
of Cnr Davey and Young Streets, Frankston Vic 3199  
("Council")
- 2 The Owner described in the Schedule  
("Owner")

**AL985945Y**



## RECITALS

- A This Agreement is a standard agreement drafted by Russell Kennedy Pty Ltd. The parties to this Agreement are each responsible for the proper completion of clause 8 to this Agreement and the proper execution of this Agreement.
- B The Council is the responsible authority under the Act for the Scheme.
- C The Owner is registered or is entitled to be registered as proprietor of the Land as set out in the Schedule.
- D The Development Permit provides for the development of the Land.
- E The Subdivision Permit provides for the subdivision of the Land in a manner consistent with the development of the Land in accordance with the Development Permit.
- F The Subdivision Permit contains a condition requiring the Owner to enter into a section 173 Agreement to require the development of the Land to be in accordance with the Development Permit.
- G If the Land is encumbered by a mortgage, the mortgage is identified in the Schedule and the Mortgagee is identified in the Schedule.
- H This Agreement has been entered into in order to:
  - comply with the Subdivision Permit;
  - prohibit, restrict or regulate the use or development of the Land; and
  - achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- I This Agreement is made under Division 2 of Part 9 of the Act.

## THE PARTIES AGREE THAT:

### 1 DEFINITIONS

In this Agreement:

- 1.1 "Act" means the *Planning and Environment Act 1987*.
- 1.2 "Agreement" means this Agreement, including the Schedule and the recitals to this Agreement.
- 1.3 "Business Day" means Monday to Friday excluding public holidays in Victoria.

- 1.4 "Land" means the land within the Scheme as described in the Schedule.
- 1.5 "Mortgagee" means the person or persons registered (if any) or entitled from time to time to be registered (if any) by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.6 "Development Permit" means the planning permit identified in the Schedule as amended from time to time authorising the use (if applicable) and development of the Land.
- 1.7 "Scheme" means the Frankston Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.8 "Subdivision Permit" means the planning permit identified in the Schedule as amended from time to time authorising the subdivision of the Land.

## 2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

## 3 TERMINATION OF AGREEMENT

### 3.1 Termination

This Agreement ends when the Owner has complied with its obligations under this Agreement or earlier by mutual agreement between the parties.

### 3.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

## 4 OWNER'S COVENANTS

### 4.1 Development of the Land

Should the Land be subdivided in reliance upon the Subdivision Permit, the Owner covenants and agrees that the Land must only be developed in accordance with the Development Permit, to the satisfaction of the Council.

### 4.2 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

### 4.3 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

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26/06/2015 \$116.50 173





**AL985945Y**

26/06/2015 \$116.50 173



**4.4 Payment of Council's costs**

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

**4.5 Mortgagee to be bound**

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

**4.6 Indemnity**

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from any non-compliance with this Agreement.

**4.7 Non-compliance**

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.7.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.7.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("Costs") incurred as a result of the Owner's non-compliance;
- 4.7.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full,

and the Owner agrees:

- 4.7.4 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.7.5 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.7.6 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.7.7 if the Owner executes a mortgage as required by clause 4.10.4, any breach of this Agreement is deemed to be a default under that mortgage.

#### **4.8 Council access**

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

#### **4.9 Covenants run with the Land**

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

#### **4.10 Owner's warranty**

The Owner warrants and covenants that:

- 4.10.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.10.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.10.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.10.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

### **5 GENERAL**

#### **5.1 No fettering of Council's powers**

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

#### **5.2 Time of the essence**

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

**AL985945Y**

26/06/2015 \$116.50 173



### 5.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

### 5.4 Enforcement and severability

5.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

5.4.2 If a Court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

## 6 NOTICES

### 6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 6.1.1 personally on the person;
- 6.1.2 by leaving it at the person's address set out in this Agreement;
- 6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 6.1.4 by facsimile to the person's current number notified to the other party.

### 6.2 Time of service

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 6.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 6.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

## 7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;

**AL985945Y**

26/06/2015 \$116.50 173



- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
- 7.7.1 two or more parties; or
- 7.7.2 a party comprised of two or more persons,
- is made or given and binds those parties or persons jointly and severally;
- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 7.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

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7

**8 THE SCHEDULE**

<b>8.1</b>	<b>DATE OF THIS AGREEMENT</b>	2015
<b>8.2</b>	<b>THE OWNER</b>	Rings Development Pty Ltd of 6 Rings Road Moorabbin Victoria 3189.
<b>8.3</b>	<b>THE LAND</b>	Lot 36 on Plan of Subdivision 007033 being the whole of the land in certificate of title volume 04184 folio 638.
<b>8.4</b>	<b>ADDRESS OF THE LAND</b>	36 Mereweather Avenue Frankston Victoria 3199.
<b>8.5</b>	<b>DEVELOPMENT PERMIT</b>	276/2014/P issued by Council on 29 September 2014.
<b>8.6</b>	<b>SUBDIVISION PERMIT</b>	19/2015/P issued by Council on 27 March 2015.
<b>8.7</b>	<b>CONDITION OF THE SUBDIVISION PERMIT WHICH REQUIRES THIS SECTION 173 AGREEMENT</b>	- 03.
<b>8.8</b>	<b>THE MORTGAGE</b>	AL059520A National Australia Bank Ltd.



**AL985945Y**

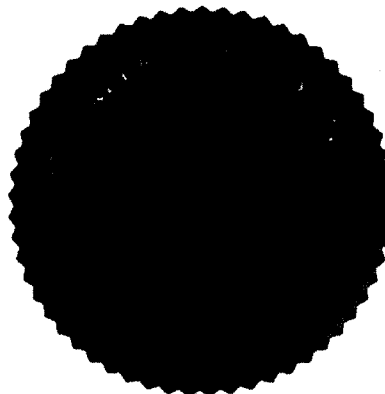
26/06/2015 \$116.50 173



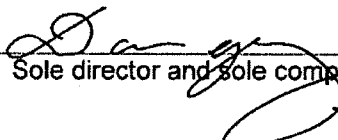
**EXECUTED** as an agreement under Division 2 of Part 9 of the Act.

**THE COMMON SEAL of FRANKSTON CITY** )  
**COUNCIL** was affixed in the presence of: )  
)  
)

  
\_\_\_\_\_  
Councillor  
  
\_\_\_\_\_  
Chief Executive Officer

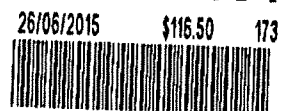


**SIGNED SEALED AND DELIVERED** by )  
Rings Development Pty Ltd )  
ACN1685502940 in accordance with section )  
127(1) of the *Corporations Act 2001* by being )  
signed by the authorised person:

  
\_\_\_\_\_  
Sole director and sole company secretary  
\_\_\_\_\_  
Damian John Young

\_\_\_\_\_  
210 Heatherhill Road Frankston Victoria  
3199

**AL985945Y**



## **MORTGAGEE'S CONSENT**

Rings Development Pty Ltd as Mortgagee under Mortgage AL059520A which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

**AL985945Y**

26/06/2015 \$116.50 173





Registrar of Titles  
Land Titles Office  
Marland House  
570 Bourke Street  
MELBOURNE

**APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987**

**Certificate of Title Volume 4184 Folio 638**

**Registered Proprietor: Rings Development Pty Ltd ACN 168 550 294**

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage number AL059520A hereby consents to the within Agreement.

Dated this 27<sup>th</sup> day of May 2015

EXECUTED by NATIONAL AUSTRALIA BANK  
LIMITED by being signed sealed and delivered in  
Victoria by its Attorney RYAN KING ATTEST

**RYAN KING**

## BUSINESS BANKING

who holds the position of Level 1 Attorney under  
Power of Attorney dated 1/3/2007 (a certified  
copy of which is filed in Permanent Order Book  
No 277 Page No 025 Item 35) in the presence of:

Attorney

~~Signature of Witness~~

**AL985945Y**

26/06/2015	\$116.50	173
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**Plan of Subdivision PS733408D**  
**Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S062526H  
Plan Number: PS733408D  
Responsible Authority Name: Frankston City Council  
Responsible Authority Permit Ref. No.: 19/2015/P  
Responsible Authority Certification Ref. No.: 11/2015/S  
Surveyor's Plan Version: 05

**Certification**

☐ This plan is certified under section 6 of the Subdivision Act 1988

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

- ☐ Has been made and the requirement has not been satisfied at Certification
- ☒ Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 03/12/2015)

Digitally signed by Council Delegate: Vanessa Herde  
Organisation: Frankston City Council  
Date: 26/11/2015

Signed by: Vanessa Leanne Herde (Frankston City Council) 26/11/2015



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 16/03/2021 11:48:56 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS733408D**

The land in PS733408D is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**  
Common Property 1, Lots 1 - 6.

**Limitations on Owners Corporation:**  
Unlimited

**Postal Address for Services of Notices:**  
21 SANOMA DRIVE SKYE VIC 3977

OC028977S 13/01/2016

**Owners Corporation Manager:**  
NIL

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

**Owners Corporation Rules:**  
NIL

**Additional Owners Corporation Information:**  
OC028977S 13/01/2016

**Notations:**  
NIL

**Entitlement and Liability:**  
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 16/03/2021 11:48:56 AM

OWNERS CORPORATION 1  
PLAN NO. PS733408D

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	60.00	60.00

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

Statement End.

# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / OFFSHORE BREEZE PTY LTD

**Your Reference:** 211336  
**Certificate No:** 44427490  
**Issue Date:** 16 MAR 2021  
**Enquiries:** ESYSPROD

**Land Address:** UNIT 1, 36 MEREWETHER AVENUE FRANKSTON VIC 3199

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42649436	1	733408	11626	530	\$897.08

**Vendor:** RINGS DEVELOPMENTS PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
RINGS DEVELOPMENT PTY LTD	2021	\$102,500	\$382.60	\$0.00	\$382.60

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

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
RINGS DEVELOPMENT PTY LTD	2020	\$514.48	\$0.00	\$514.48

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

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$425,000
--------------------	-----------

SITE VALUE:	\$102,500
-------------	-----------

AMOUNT PAYABLE:	\$897.08
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# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 44427490

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## Power to issue Certificate

1. The Commissioner of State Revenue can 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. 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 payable' shown. 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 = \$0.00

Taxable Value = \$102,500

Calculated as \$0 plus ( \$102,500 - \$0) multiplied by 0.000 cents.

---

## Property Clearance Certificate - Payment Options

### BPAY



Billor Code: 5249  
Ref: 44427490

### 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](http://www.bpay.com.au)

### CARD



Ref: 44427490

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

Property Clearance Certificate updates are available at [sro.vic.gov.au/certificates](http://sro.vic.gov.au/certificates)



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Offshore Breeze Pty Ltd C/- InfoTrack  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 351557

NO PROPOSALS. As at the 16th March 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 1 36 MEREWETHER AVENUE, FRANKSTON 3199  
CITY OF FRANKSTON

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 16th March 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 46482720 - 46482720113022 '351557'

# INA Body Corporate

For Peace of Mind

ABN 95 134 559 881

PO Box 1007

Telephone: (03) 9786 5170

Seaford, Vic 3198

e-mail: [inabodycorp@gmail.com](mailto:inabodycorp@gmail.com)

---

## Owners Corporation Certificate

S. 151 Owners Corporation Act 2006 and r. 11 Owners Corporations Regulations 2007  
Owners Corporation PS733408D, 36 Mereweather Avenue, Frankston Vic 3199.

This certificate is issued for Lot 1 on Plan No: PS733408D the postal address of which is  
PO Box 1007, Seaford, Vic 3198.

Applicant: InfoTrack, level 5, 459 Collins Street, Melbourne Vic 3000.

Reference: 11626 / 530

Certificate delivery address: [ownerscorp@infotrack.com.au](mailto:ownerscorp@infotrack.com.au)

**IMPORTANT:** The information in this certificate is issued on 29/3/2021. You should  
obtain a new certificate for current information prior to settlement.

---

1. The fees for the above lot are \$1200.00 per year – paid half-yearly, due on the  
1<sup>st</sup> Jan and 1<sup>st</sup> July each year.
2. Owners Corporation fees are paid up until: 30<sup>th</sup> June 2021.
3. Unpaid fees now total: Nil.  
Please contact us for an update prior to settlement.
4. The following special fees or levies have been struck and are payable, as follows: Nil
5. The Owners Corporation has performed or is about to perform the following repairs /  
work or act which may incur an additional charge to that set out above: Nil
6. The Owners Corporation presently has the following insurance cover :

Name of the Company: CHU Insurance Ltd  
Level 21, 150 Lonsdale Street, Melbourne, Vic 3000  
Tel: 8695 4000

(Contact CHU directly if you want a Certificate of Currency)

Policy Number: HU0017465  
Kind of Policy: Residential Strata Insurance Plan  
Building Cover: \$1,700,000.  
Public Liability Cover: \$10,000,000.  
Buildings Covered: 6 units  
Renewal Date: 15/1/2022  
Premium Paid: \$2,784.66

7. Has the Owners Corporation submitted any special rules to the Registrar of Titles:  
The Owners Corporation has adopted the Model Rules (copy attached).
8. The statement of financial position at the end of the last financial year of the owners corporation and as at the certificate issue date:

Fund:	End of Financial Year 31/12/2020	as on 29/3/2021
Administrative fund:	\$4,677.27	\$7,889.24
Maintenance fund:	\$0.00	\$0.00
Total funds:	\$4,677.27	\$7,889.24

9. The Owners Corporation has not any contingent liabilities not otherwise shown or budgeted for in items 1, 3, 4 & 5
10. Are there any current contracts, leases, licenses or agreements affecting the common property: None
11. The Owners Corporation has not made any agreement to provide services to members and occupants for a fee.
12. Are there any notices or orders served on the Owners Corporation in the last twelve months that have not been satisfied: None.
13. Has the Owners Corporation appointed or resolved to appoint a manager. The manager is: INA Body Corporate, PO Box 1007, Seaford, Vic 3198.
14. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that may give rise to legal proceedings.
15. No proposal has been made for the appointment of an administrator.



# LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston 3199

PO Box 490, Frankston 3199

info@frankston.vic.gov.au



Contact: Rates & Valuations Department  
Telephone: 1300 322 322

Cert No:100955

Issue Date:16-Mar-2021


Assessment no: 01997533

Property Owner (as recorded by Council): Rings Development Pty Ltd

Applicant's name	Landata	Effective date of valuation:	01-Jul-2020
Applicant's address	Level 1 2 Lonsdale Street MELBOURNE VIC 3000	Prescribed date of valuation:	01-Jan-2020
		Site Value:	\$102,500
		Capital Improved Value:	\$425,000
		Net Annual Value:	\$21,250
		This Council uses Capital Improved Value for rating purposes	

Applicants Ref: 46482720-017-1:48983

Title Particulars:	Lot 1 PS 733408 CT-11626/530
Property description	1/36 Mereweather Avenue, FRANKSTON 3199

CURRENT RATES AND CHARGES LEVIED 1 <sup>st</sup> July 2020 to 30 <sup>th</sup> June 2021		
<b>CURRENT</b>	<b>CHARGES</b>	
General Rates & Charges	\$1,154.59	
Service Rates & Charges	\$317.70	
Victorian Fire Services Levy	\$135.95	<b>TOTAL LEVIED \$1,608.24</b>
<b>ARREARS</b>	<b>CHARGES</b>	
General Rates & Charges	\$0.00	
Service Rates & Charges	\$0.00	<b>SUB-TOTAL ARREARS \$0.00</b>
Victorian Fire Services Levy	\$0.00	
Arrears Legal Costs/Charges		\$0.00
Legal Costs/Charges		\$0.00
Interest on Current Rates to:		\$0.00
Interest on Arrears of Rates to:		\$0.00
<b>PAYMENTS RECEIVED</b>		\$-1,608.60
<b>PENSION REBATE</b>		\$0.00
<b>PROPERTY DEBTS (A separate update is required for any property debt charges)</b>		\$0.00
<b>OTHER CHARGES (A separate update is required for any other charges)</b>		\$0.00
<b>Total Outstanding</b>		<b>\$-0.36</b>
Any outstanding balance may be subject to interest and/or legal action, therefore please contact this office prior to settlement		 <b>BILLER CODE: 1966</b> <b>REFERENCE NO: 01997533</b>

Additional information overleaf

# LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston 3199

PO Box 490, Frankston 3199

info@frankston.vic.gov.au



Contact: Rates & Valuations Department  
Telephone: 1300 322 322

Cert No:100955

Issue Date:16-Mar-2021

## ADDITIONAL INFORMATION

This property is in a flood prone area. Prior to obtaining a Building Permit, any Development works are to be assessed by Council's Infrastructure Department. For further information, please ring 9784 1884.

Robyn Docker  
Authorised Officer  
Date: 16-Mar-2021

I acknowledge having received the sum of \$27.00 for Receipt Number , dated 16-Mar-2021.

### Please note:

- a) Frankston City Council imposes a time limit of three months from issue date during which a certificate may be updated verbally. Council will only be held responsible for information **given in writing**, i.e. a new certificate, not for information provided or confirmed verbally.
- b) Frankston City Council provides verbal updates to the **applicant only**.
- c) This certificate does not include important **Building & Planning information** including **outstanding enforcement, fees, Building & Planning permit history and use**. It is highly recommended to also obtain a 'Building Permit Particulars Form' from Council & 'Planning Certificate' from Council's Building & Planning Departments
- d) This certificate does not include information regarding Traffic Management Devices.
- e) If this certificate shows costs for Service Rates & Charges, further information can be provided regarding the bin types & sizes, by contacting Frankston City Council on 1300 322 322.
- f) All Notice of Acquisitions lodged must have the Date of Birth of the Purchasers.
- g) Please note that the outstanding balance amount can change at any time. It is important to notify your client(s) that there may be a balance outstanding after settlement.
- h) **Please ensure your client is utilising the official property address as noted in the 'Property Description' section on page one of this certificate. Where a certificate is issued over the Master Assessment then the address noted in the 'Child Property Address' section at the bottom of page one is the official address of the new property. Council is the street numbering authority and allocates numbering in accordance with AS/NZ 4819:2011 Rural and Urban Street Addressing and the Office of Geographic Names Naming Rules for Places in Victoria 2016.**

*Local Government (General) Regulations 2004*

## Part 6 - LAND INFORMATION CERTIFICATE

### Section 13. - Prescribed information

(1) A land information certificate must contain the following statements:-

- (a) This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under a local law or by-law of the Council and the specified flood level by the Council (if any).
- (b) This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

# BUILDING PERMIT PARTICULARS FORM

BUILDING ACT 1993 BUILDING REGULATIONS 2018 REGULATION 51(1)  
FRANKSTON CITY COUNCIL



Telephone: (03) 9784 1900  
Fax: (03) 9784 1087

Certificate No: 26339  
Issue Date: 17-Mar-2021  
Fee Received/Receipt: \$47.20

Applicant Landata  
Address Level 1 2 Lonsdale Street  
MELBOURNE VIC 3000

Telephone: 9102 0402 Facsimile:  
Email: landata.online@victorianlrs.com.au

Applicants Reference: 46482720-019-5:48984

\* being / not being a recognised person or body under Section 28 of the House Contracts Guarantee Act 1987, request the particulars of any building approval granted in the preceding 10 years and any current certificate, notice or report made under the Act or Regulations or the Building Control Act 1981 or the Victoria Building Regulations 1983 on the following property:

**Property Description:** 1/36 Mereweather Avenue  
FRANKSTON 3199  
Lot 1 PS 733408, CT-11626/530

## **PARTICULARS:**

**Assessment Number** 199753

Building Permit Approval No.	Date Issued	Date Final Certificate Issued	Cert of Occ Number	Date Cert of Occ Issued	Brief Description of Works
20141385/1	22/12/2014				STAGE 1 - Six new three storey attached dwellings and garages
20141385/2	21/01/2015		20141385	23/11/2015	Stage 2 - Completion of six new three storey dwellings and Garage

**Current Certificates, Notices or Reports made under the Building Control Act 1981 or Building Act 1993**

**No Outstanding Notices or Orders**

## **PLEASE NOTE:**

1. This Information is only as accurate as Council's Building records allow.
2. **Please ensure** your client is utilising the official property address as noted in the 'Property Description' section on this certificate. Council is the street numbering authority and allocates numbering in accordance with AS/NZ 4819:2011 Rural and Urban Street Addressing and the Office of Geographic Names Naming Rules for Places in Victoria 2016.

### **Footnote:**

*Current Building Regulations require **Compliant** Pool Safety Barriers for all swimming pools and spas greater than 300mm in depth, regardless of when they were constructed. The Building Regulations also require smoke alarms to be installed within all residential building.*

Building Department - Civic Centre - Davey Street Frankston  
Telephone (03) 9784 1900 - Facsimile (03) 9784 1087  
PO Box 490 - Frankston Victoria 3199 - DX 19913 Frankston  
Email: [building@frankston.vic.gov.au](mailto:building@frankston.vic.gov.au) - Website [www.frankston.vic.gov.au](http://www.frankston.vic.gov.au)

Doc Ref: FORM10NC

# PLANNING PROPERTY REPORT



State  
Government

Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 18 March 2021 11:49 AM

## PROPERTY DETAILS

Address: **UNIT 1/36 MEREWETHER AVENUE FRANKSTON 3199**  
Lot and Plan Number: **Lot 1 PS733408**  
Standard Parcel Identifier (SPI): **1\PS733408**  
Local Government Area (Council): **FRANKSTON**  
Council Property Number: **267764**  
Planning Scheme: **Frankston**  
Directory Reference: **Melway 100A F2**

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **South East Water**  
Melbourne Water: **inside drainage boundary**  
Power Distributor: **UNITED ENERGY**

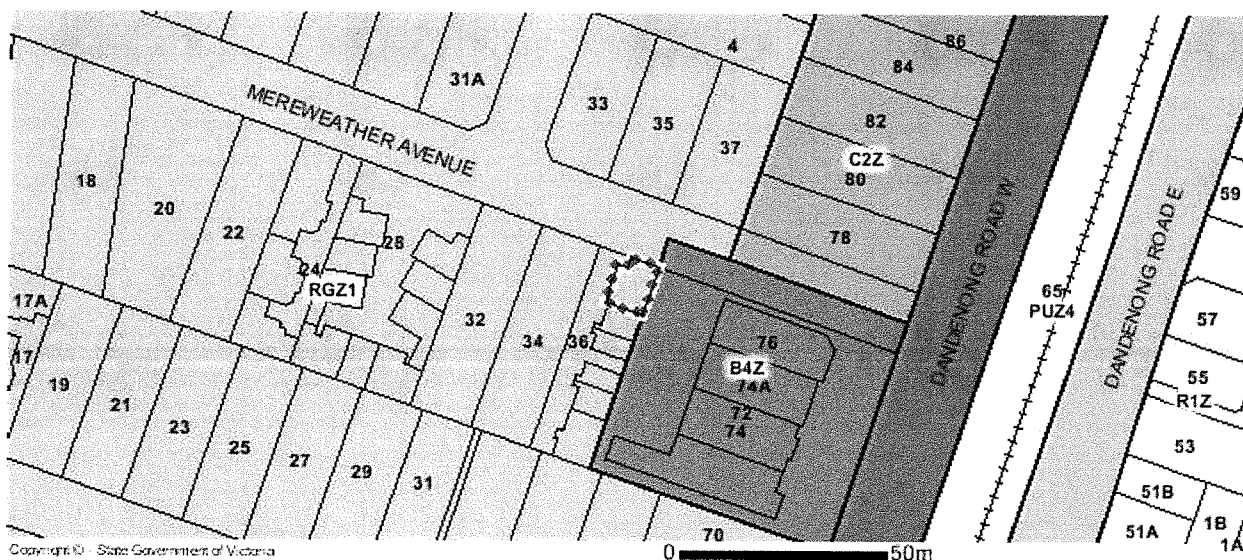
## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**  
Legislative Assembly: **FRANKSTON**

## Planning Zones

RESIDENTIAL GROWTH ZONE (RGZ)

RESIDENTIAL GROWTH ZONE - SCHEDULE 1 (RGZ1)



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**B4Z - Commercial 2**

**R1Z - Residential 1**

**RGZ - Residential Growth**

**C2Z - Commercial 2**

**RDZ1 - Road - Category 1**

**PUZ4 - Public Use - Transport**

**RDZ2 - Road - Category 2**

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

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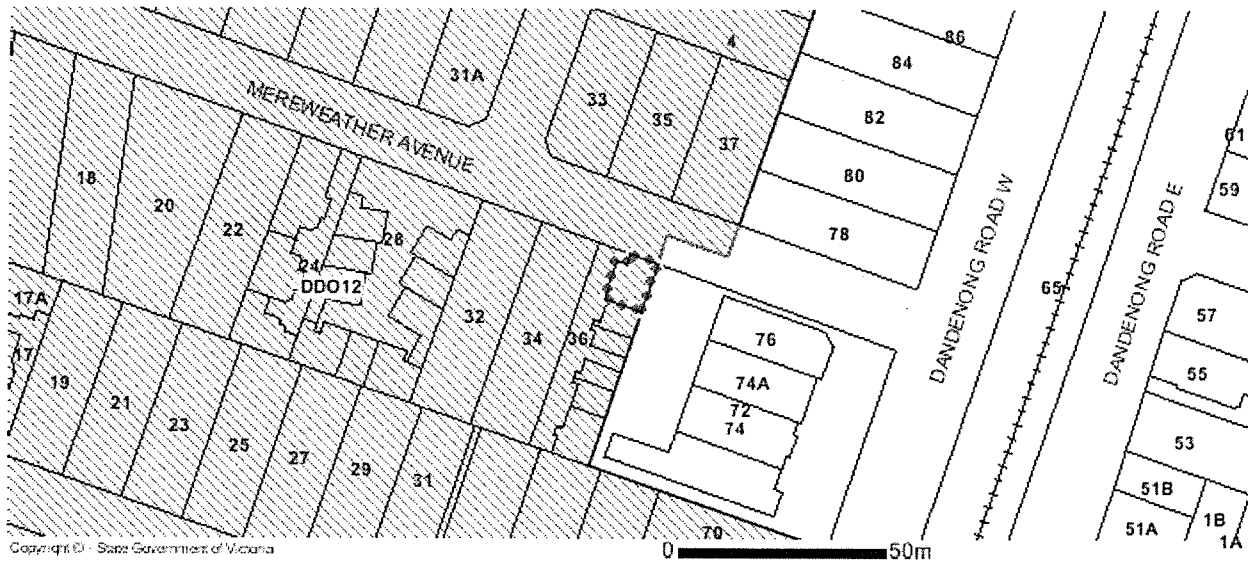
PLANNING PROPERTY REPORT: 1/36 MEREWETHER AVENUE FRANKSTON 3199

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## Planning Overlays

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 12 (DDO12)

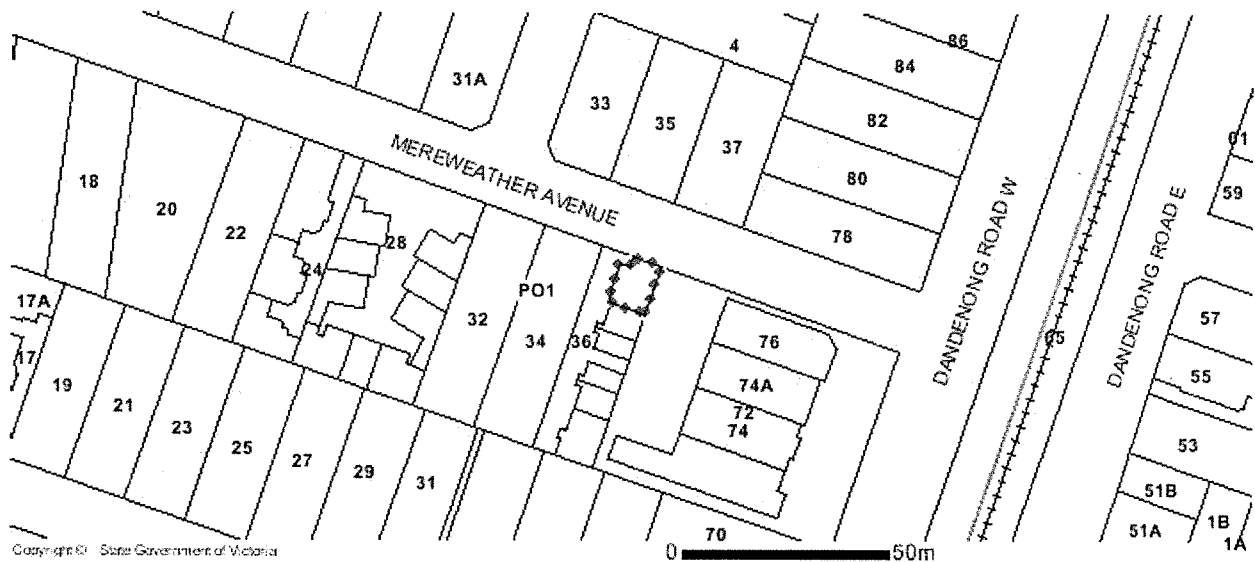


DDO - Design and Development

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

### PARKING OVERLAY (PO)

#### PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



PO - Parking

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

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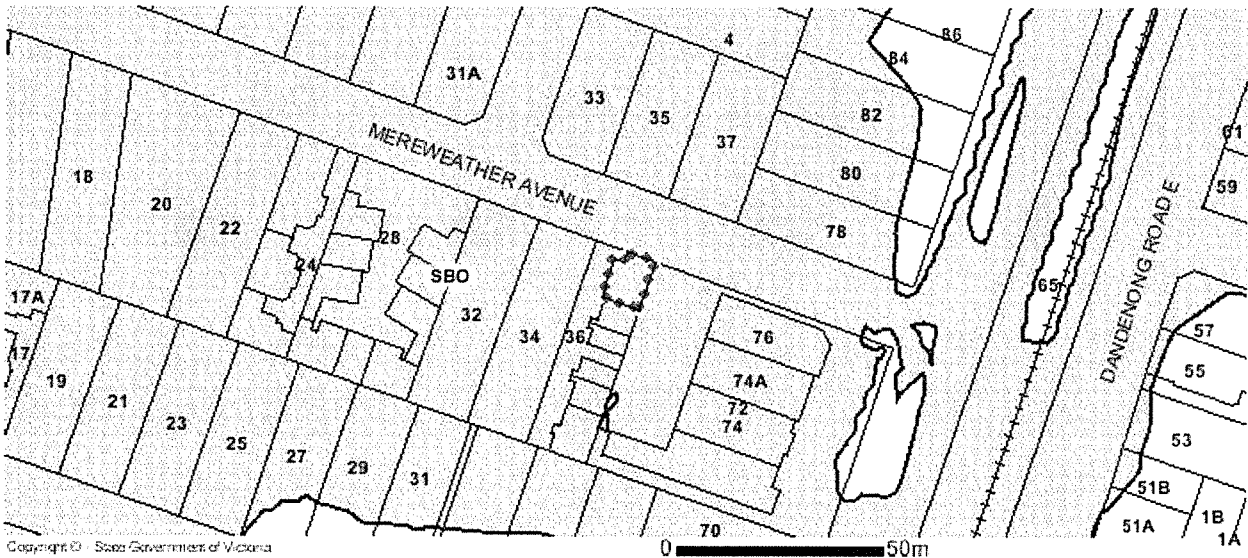
PLANNING PROPERTY REPORT: 1/36 MEREWETHER AVENUE FRANKSTON 3199


Page 2 of 6

## Planning Overlays

### SPECIAL BUILDING OVERLAY (SBO)

### SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



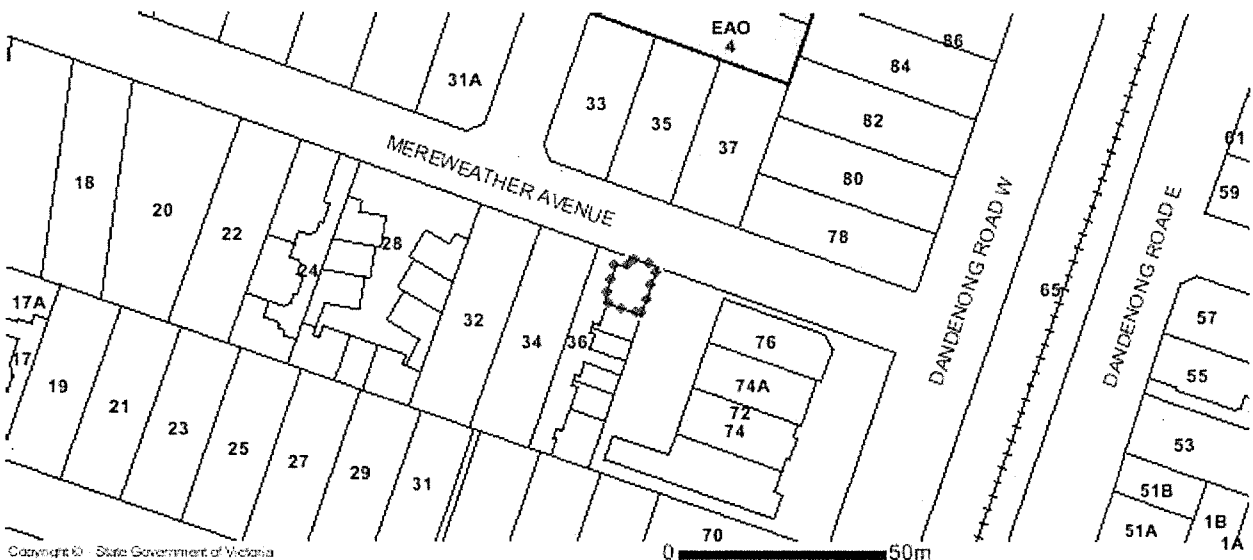
 SBO - Special Building

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

### ENVIRONMENTAL AUDIT OVERLAY (EAO)



 EAO - Environmental Audit

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

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PLANNING PROPERTY REPORT: 1/36 MEREWETHER AVENUE FRANKSTON 3199

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## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

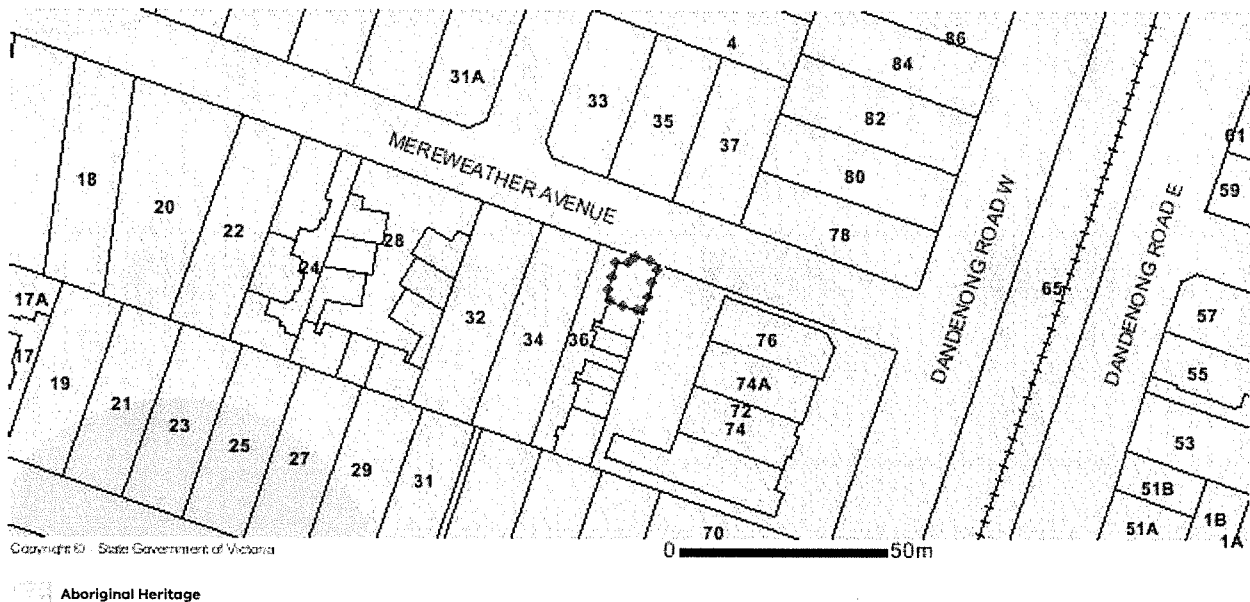
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



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PLANNING PROPERTY REPORT: 1/36 MEREWETHER AVENUE FRANKSTON 3199

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## Further Planning Information

Planning scheme data last updated on 11 March 2021.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

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

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

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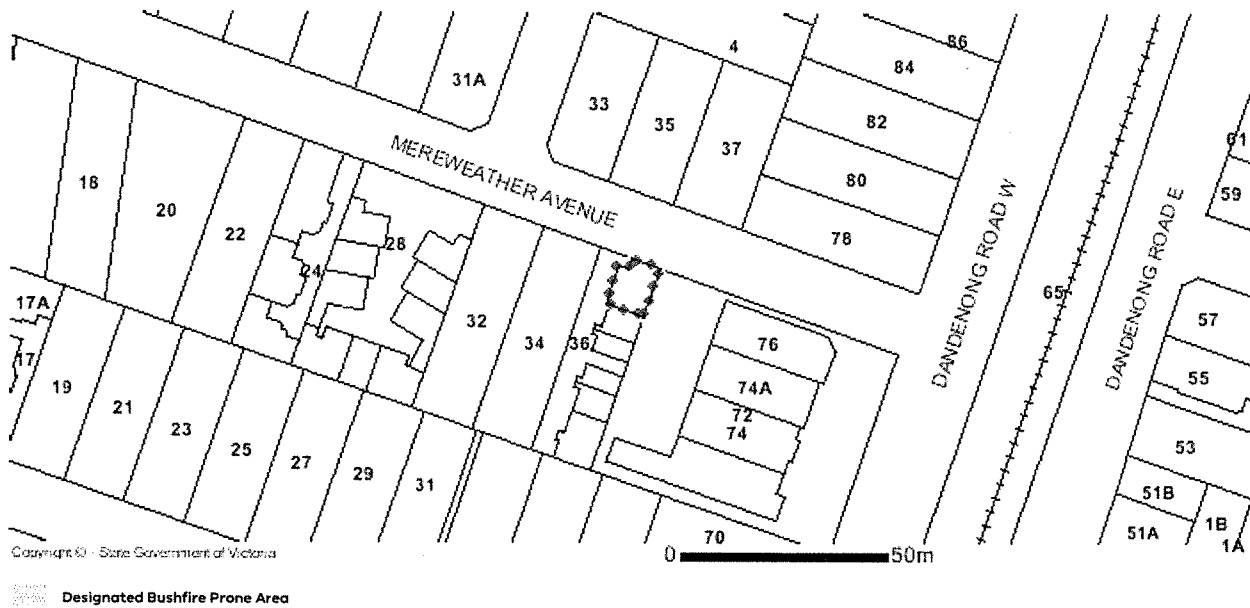
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## Designated Bushfire Prone Area

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



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

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

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

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

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

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

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

Offshore Breeze Pty Ltd C/- InfoTrack  
E-mail: [certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

Statement for property:  
UNIT 1 LOT 1 36 MEREWETHER  
AVENUE FRANKSTON 3199  
1 PS 733408

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
511//10658/00077	LANDATA CER 46482720-028-7	16 MARCH 2021	38394323

### 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

<b>Parks Victoria - Parks Service Charge</b>	01/07/2020 to 30/06/2021	\$79.02
<b>Melbourne Water Corporation Total Service Charges</b>	01/01/2021 to 31/03/2021	\$26.08
<b>Water Service Charge</b>	01/01/2021 to 31/03/2021	\$25.53
<b>Sewerage Service Charge</b>	01/01/2021 to 31/03/2021	\$93.02
<b>Subtotal Service Charges</b>		<b>\$223.65</b>
<b>Payments</b>		<b>\$223.65</b>
<b>TOTAL UNPAID BALANCE</b>		<b>\$0.00</b>

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

\* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from South East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at [www.southeastwater.com.au](http://www.southeastwater.com.au). Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at [www.southeastwater.com.au](http://www.southeastwater.com.au). When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways and Drainage Group for information available to Melbourne Water on the effect of overland flows on this property. (Telephone 9679-7517)

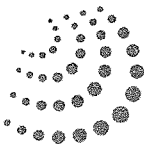
**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

**Important Warnings**

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

**3. Disclaimer**

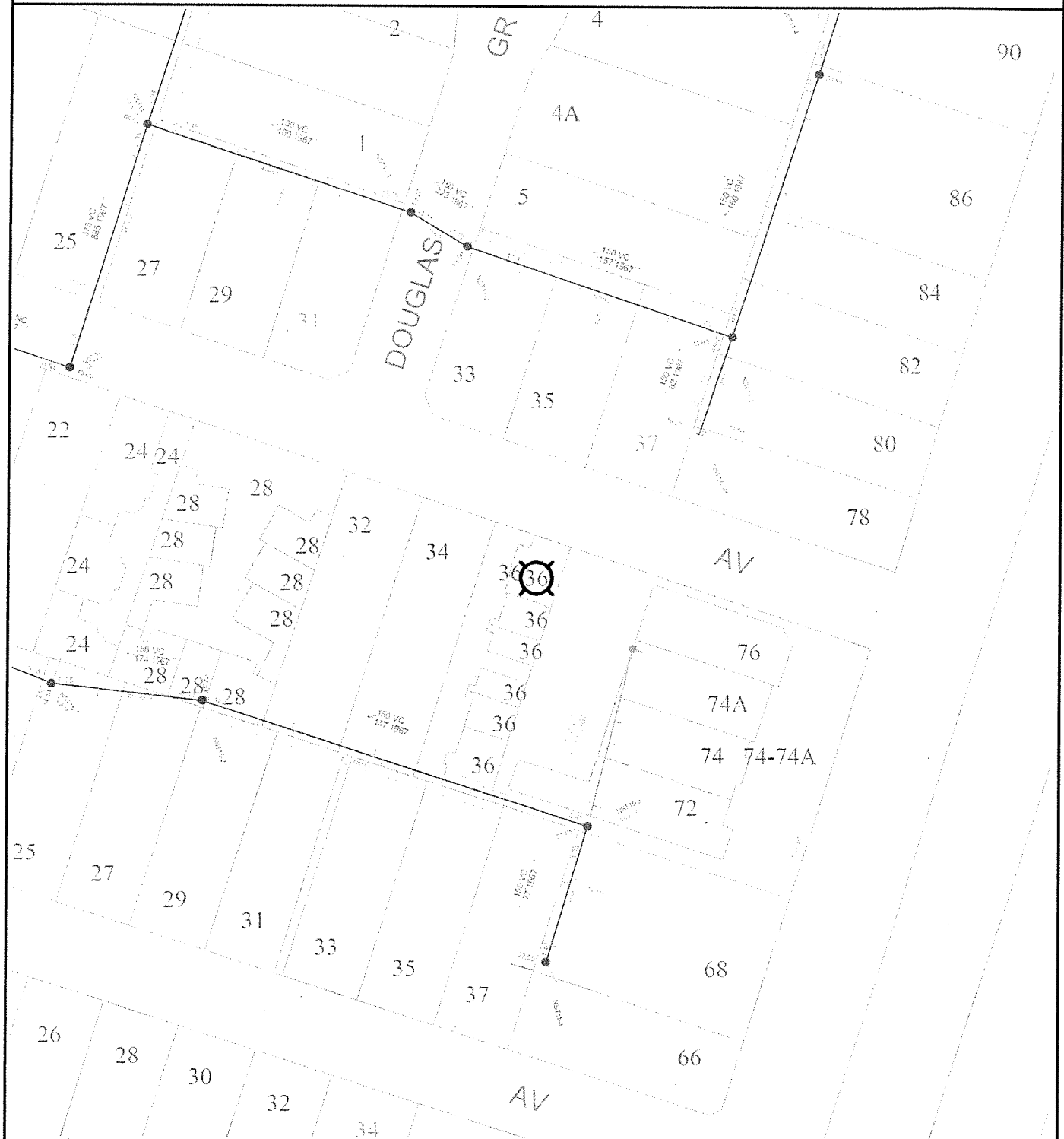
This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

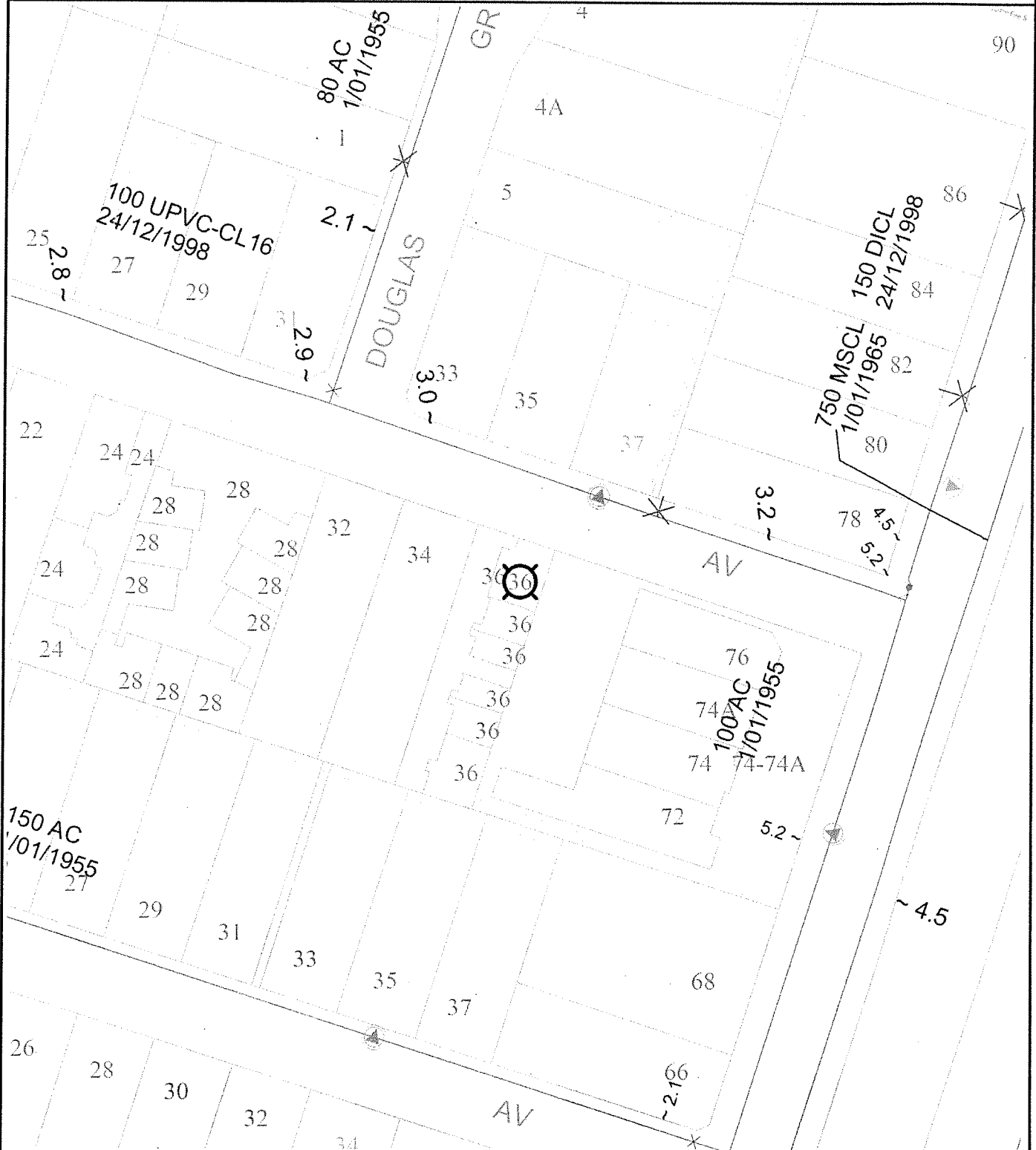
TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
<b>Melbourne Water Assets</b>					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



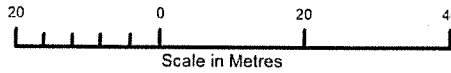
# ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

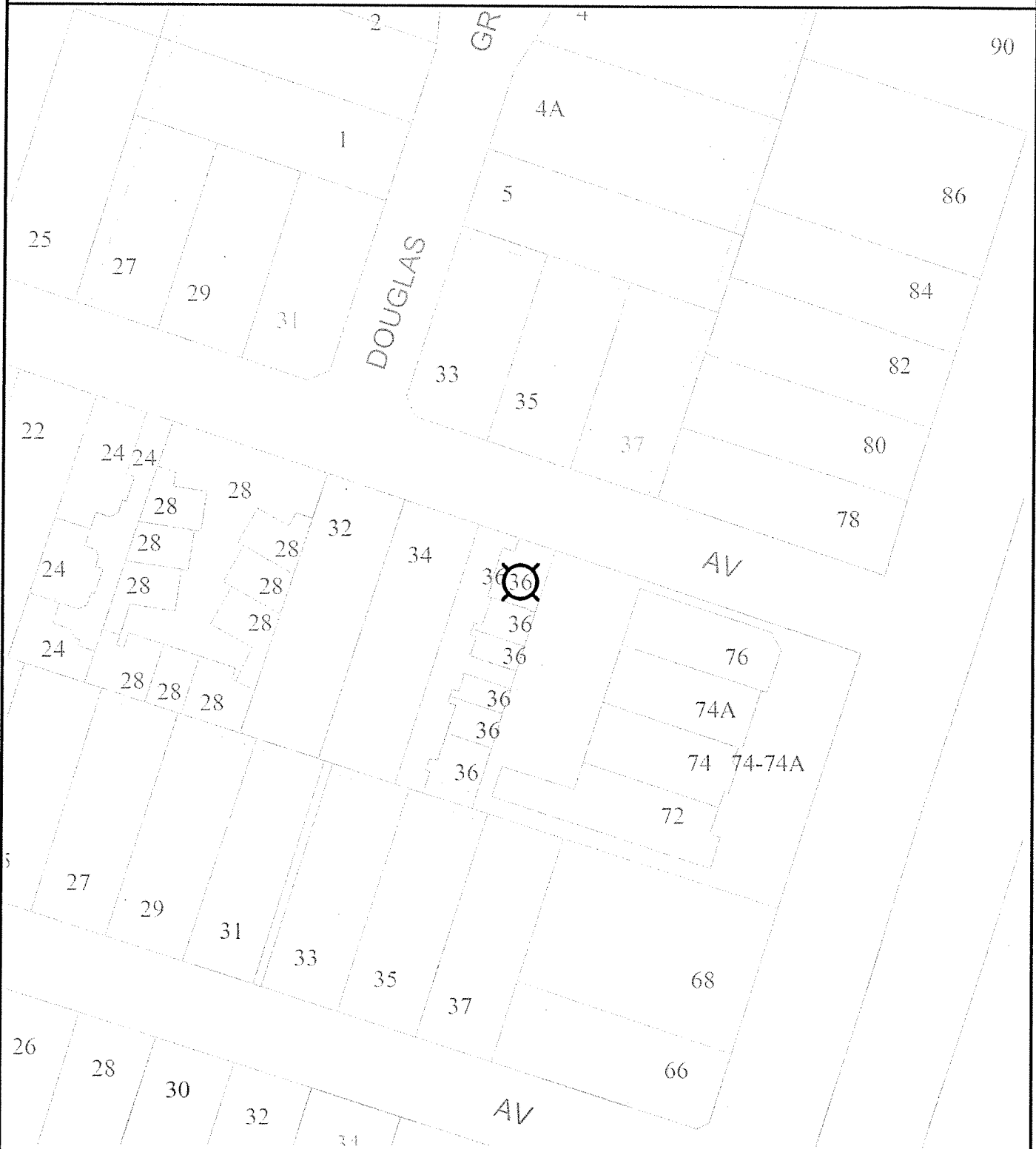
Property: Lot 1 UNIT 1 36 MEREWETHER AVENUE FRANKSTON 3199



Case Number: 38394323



Date: 16MARCH2021



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## LEGEND

----- Title/Road Boundary  
----- Proposed Title/Road  
----- Easement



Subject Property  
Recycled Water Main Valve  
Recycled Water Main & Services

Hydrant  
Fireplug/Washout  
Offset from Boundary ~ 1.0



## Residential Tenancy Agreement

1/36 Mereweather Avenue, Frankston Vic 3199

**Abode Peninsula**  
1/2 Watson Road, Mount Martha VIC 3934  
03 5974 1100

Harley Young on behalf of Rings Developments Pty Ltd

Christine Seisun



## Schedule

**Item 1. Date of Agreement**

Date 14 December 2020

**Item 2. Landlord(s)**

Name Harley Young on behalf of Rings Developments Pty Ltd  
ACN (if company) 168 550 294  
Address C/- 1/2 Watson Road, Mount Martha Vic 3934

**Item 3. Agent**

Name Abode Mt Martha Pty Ltd  
Trading as Abode Peninsula  
Address 1/2 Watson Road, Mt Martha, VIC 3934  
Telephone (03) 5974 1100

**Item 4. Tenant(s)**

Name Christine Seisun  
Address 1/26 Wesley Street, Carrum Vic 3197

**Item 5. Premises**

Address 1/36 Mereweather Avenue, Frankston Vic 3199

**Item 6. Rental**

Amount \$1,303.00 per calendar month  
Payable On the 2nd day of every month in advance

**Item 7. Rent increase**

Amount N/A

**Item 8. Rental payments**

Place of payment Abode Mt Martha, 1/2 Watson Road, Mt Martha

**Item 9. Bond**

Paid to the Residential Tenancies Bond Authority  
Amount 0.00

**Item 10. Urgent repairs**

The agent can authorise urgent repairs.

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

The agent's telephone number for urgent repairs 0405 743 071

**Item 11. Term of the lease**

Term 6 Calendar Months

**Item 12. Commencement date**

Date 2/01/2021

**Item 13. Termination date**

Date 1/07/2021

## Terms and Conditions

### 1. This Agreement

is made on the date specified in the Schedule hereto between the Landlord whose name and address is specified in the Schedule whose agent is specified in the Schedule and the Tenant whose name and address is specified in the Schedule.

### Premises and Rent

The Landlord lets to the Tenant the premises specified in the Schedule together with those items indicated in the Schedule, for which the RENTAL shall be the amount specified in the Schedule of which the first instalment is payable on the date specified in the Schedule and payable by the Tenant to the party specified in the Schedule

### Bond

The Tenant shall pay a bond of the amount specified in the Schedule to the Landlord / Agent on or before the signing of this Agreement.

In accordance with the Residential Tenancies Act 1997 the Landlord / Agent must lodge the bond with the Residential Tenancies Authority within 5 business days of receiving the bond.

### Fixed term tenancy

The term of this Agreement shall be specified in the Schedule commencing on the date specified in the Schedule and ending on the date specified in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy

or

### Periodic tenancy

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

### 2. Condition of the Premises

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

### 3. Damage to the Premises

- (a) The Tenant shall make sure that care is taken to avoid damaging the premises.
- (b) The Tenant shall give notice to the Landlord of any damage to the premises as soon as the Tenant becomes aware of the damage.

### 4. Cleanliness of the Premises

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

### 5. Use of Premises

- (a) The Tenant shall not use or allow the premises to be used for any illegal purpose.
- (b) The Tenant shall not use or allow the premises to be used in such a manner as to cause a nuisance.

### 6. Quiet enjoyment

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

### 7. Assignment, sub-letting or AirBnB

- (a) The Tenant shall not assign or sub-let the whole or any part of the premises without the consent of the Landlord. The Landlord's consent shall not be unreasonably withheld.
- (b) The Landlord shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred in relation to the preparation of an assignment in writing of this Agreement.

(c) The tenant shall not assign or lease the whole or any part of the property through Air BnB or any similar platform. It is a serious breach of the agreement if a tenant is found doing so.

## **8. Residential Tenancies Act 1997**

Both parties to this Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to Part 2 of the Residential Tenancies Act 1997 for further rights and duties).

## **Additional terms**

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

### **9. Water consumption & utilities**

The Tenant shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.

### **10. Condition report**

The Tenant 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 entering into occupation 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 this tenancy.

### **11. Insurance**

The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the Tenant shall pay the Landlord all increased premiums and all other expenses incurred as a consequence of any breach of this term.

The Tenant agrees to pay the Landlord any excess amount charged or any additional premium charged by the Landlord's Insurance Company [to the extent the Landlord elects to have this insurance in place] as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the Tenant, or by anyone on the premises with the consent of the Tenant.

### **12. Tenant's contents insurance**

The Landlord is not responsible to insure the Tenants' possessions. The Landlord's insurance policy covers only the building plus any fixtures and fittings. With the ever-increasing incidence of burglary and theft, it is strongly recommended that the Tenant take out Content's Insurance cover. The Landlord accepts no responsibility for stolen, misplaced or damaged personal belongings kept inside or outside the rented premises. This includes but is not limited to items stored in vehicles in common car parking areas.

### **13. Indemnity**

The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Tenant or anyone on the premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the Tenant.

The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Tenant or the Tenant's servants, agents and/or invitees.

### **14. Reporting defects & Liability**

The Tenant shall notify the Landlord or Agent immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.

### **15. User of Premises**

The Tenant shall not use the premises for any purpose other than for residential purposes without the written consent of the Landlord.

### **16. Alterations to Property**

The Tenant shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the Landlord or Agent. Adhesive tape and blu tak are forbidden at all times.

**17. Light globes to be replaced by Tenant**

The Tenant shall at the Tenant's expense replace all light tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

**18. Pets**

The Tenant shall not keep any animal, bird or pet in the premises without the written consent of the Landlord.

**19. Rubbish**

The Tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for this purpose (if any). The Tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

**20. Hanging clothes**

The Tenant shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.

**21. Kerosene & oil heaters not permitted**

The Tenant shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.

**22. Mechanical repairs not to be carried out**

The Tenant agrees not to carry out any mechanical repairs or spray painting on any motor vehicles, boats or motorcycle in or around the property including common property. The Tenant also agrees to be fully responsible for the removal of any motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land or common property on which it is situated to their original condition forthwith.

**23. Smoke alarms**

(a) The Tenant must conduct regular checks to ensure the smoke detectors are in proper working order. They can do this by pressing the button on the smoke alarm for at least 10 seconds and ensuring it beeps, this should be done weekly.

(Note: regular checks are a requirement for the safety of occupants and security of the rented premises)

(b) The Tenant must as soon as practicable notify the landlord or the agent if a smoke detector is not in proper working order.

(c) The Tenant must replace expired or faulty smoke detector batteries with replacement batteries, as the need arises. In any event, on the day in each year proclaimed as the commencement of summer time (daylight savings), the tenant must replace the smoke detector batteries with replacement batteries.

**24. Locks & keys**

The Landlord acknowledges the Tenant's right to change the locks at the rental property providing a duplicate key is given to the Landlord or Agent. The Tenant acknowledges that whilst all due care and attention has been taken, the Landlord or Agent cannot guarantee that all keys to the property were returned by previous occupants. To ensure total security, it is our recommendation that the barrels in all locks be replaced.

The Agent is not legally obligated to hold or provide a spare key.

**25. Blockages caused by misuse**

The Tenant shall hereby pay the cost of clearing any pipe, drain, toilet or sewage blockages belonging to the premises caused by misuse by the tenant or their visitors.

**26. Cheques**

The Tenant hereby agrees that should any rent cheque be presented again or 'refer to drawer', the tenant shall within 24 hours pay the rental amount in full by bank cheque or cash and will reimburse the bank charge.

**27. Receipts**

If you require a receipt for your rent payment please email your Agent and a computer ledger will be emailed to you.

**28. Change of tenants during the tenancy & sub letting**

The Tenant acknowledges that the persons named on this Tenancy Agreement are those who will occupy the premises during the term of this Agreement, and that any change in those occupying the premises must be immediately reported to the Agent in writing.

A prospective tenant must not move into the property without first completing and submitting an application to the Agent to be approved by the Landlord.

In the event that a tenant or tenants vacate/s during the course of the tenancy and irrespective of whether or not another (new) tenant is found in their place, an administration cost will be charged and is payable to the agent by the tenant/s.

**29. Lease break - Breach of Fixed term**

In the event that the Tenant needs to vacate the premises prior to the expiry of this Agreement the Tenant agrees to immediately advise the agent in writing and pay the re-letting costs as follows:

- (a) pro rata leasing fee (regardless of who found the tenant)
- (b) all rental payable up to the commencement of any new tenancy or up to the expiry date of the current lease, whichever comes first. Rent must continue to be paid one month in advance as per this lease agreement.
- (c) any advertising incurred

**30. Rent increase**

If this is not a fixed term tenancy agreement, the Landlord may increase the rent by giving the Tenant 60 days notice required by the Residential Tenancies Regulations 2008. The landlord must not increase the rent more than once in every 12 months.

**31. 'For Lease' & 'For Sale' boards & Access to Property**

The Tenant shall allow the Landlord or Agent to put on the premises a notice or notices 'For Lease' during the last month of the term of this Agreement.

The Tenant shall also allow the Landlord or Agent to put on the premises a notice or notices 'For Sale' or 'Auction' at any time during the term of this Agreement and permit access to the premises by the Landlord or Agent to present the property to prospective purchasers or tenants upon 24 hours' notice or by Agreement with the Tenant and the Landlord or the Landlord's Agent.

**32. Amendments by Agreement & In writing**

This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.

**33. Tenant wishes to vacate**

If the Tenant wishes to vacate the premises at the expiration of this Agreement the Tenant shall give the Landlord or Agent written notice of the Tenant's intention to vacate 28 days prior to the expiration of this Agreement. Notice given by email will be accepted but not by SMS.

**34. Tenant intends to leave when the lease ends**

If the Tenant remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Tenant must give written notice of the Tenant's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives notice.

**35. Return of keys**

The Tenant must return all keys, security swipes/fobs and remote controls to the agent when the tenant vacates the premises. The tenant's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned.

**36. Tenant must not use bond as last months rent payment**

The Tenant acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the Tenant shall not refuse to pay rent on the grounds that the Tenant intends to regard as rent paid by the Tenant, the bond or any part of the bond paid in respect of the premises. The Tenant acknowledges that failure to abide by this section of the Act renders the Tenant liable to a penalty of \$1000.

### 37. Carpet steam cleaning

If the carpet has been installed or the existing carpet professionally dry or steam cleaned at the commencement of the tenancy, the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and/or on such occasions during the term of the tenancy should the Agent consider the condition of the carpets to warrant such cleaning and provide the landlord or agent with the receipt for payment of work.

Should the tenancy exceed a twelve month period, it is recommended that any carpets at the property are to be professionally cleaned annually in order to reduce general deterioration and wear.

### 38. Bond lodgement & Bond refund

The Tenant acknowledges that the bond paid under this tenancy Agreement has been deposited in accordance with the requirements of the Residential Tenancies Act 1997 with the Centralised Bond Authority. The Tenant acknowledges having been advised that the refund of the bond at the end of the tenancy can only be achieved by signing and lodging a Bond Claim form with the Centralized Bond Authority or electronically through the RTBA.

### 39. Fixed term tenancy notice

The Tenant acknowledges the right of the Landlord under the Residential Tenancies Act 1997 to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

### 40. General & Miscellaneous

The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the premises for the Tenants' purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.

No consent or waiver of any breach by the Tenant or the Tenants' obligations under the Residential Tenancies Act 1997 shall prevent the Landlord from subsequently enforcing any of the provisions of this Agreement.

### 41. No smoking

The Tenant acknowledges and agrees smoking is not permitted inside the rented premises at any time during the tenancy agreement.

The Tenant acknowledges if they breach the condition of the tenancy the Landlord will be entitled to claim compensation for damages and the Tenant shall pay all costs to rectify any damage caused by smoking. This includes professional cleaning of carpets, curtains and the internal property.

### 42. Electronic communications

(a) I acknowledge that in accordance with the Electronic Transactions (Victoria) Act 2000, the AGENT may send some Notices via electronic means; this AGREEMENT included, and I agree that this is a valid form of notice in writing in accordance with the Act.

(b) I acknowledge that the contact details provided to the AGENT will be used by the AGENT for the purposes outlined above and that it is my responsibility to notify the AGENT, in writing; of any changes in their contact details and that any failure to do so shall not render notice invalid.

(c) By signing this AGREEMENT, the I agree to and consent to the use of electronic communications in accordance with the Electronic Transactions (Victoria) Act 2000.

(d) I further acknowledge that I'm entering into a binding agreement if the contract is signed by electronic signature.

### 43. Garden - Tenant responsibility

The Tenant agrees to fully and regularly maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests.

This includes regular mowing of the lawn and nature strip. The Tenant shall also regularly water the garden in accordance with water restrictions at the time.

Should the Tenant fail to maintain the gardens, lawns, lawn edges, hedges, shrubs and trees in the same condition as at the commencement of the lease as evidenced in the property condition report, the Landlord/Agent reserves the right to engage the services of a gardener to attend to the lawns and gardens at the tenant's expense. Should there be reticulation at the property, the Tenant accepts responsibility for the general upkeep of the system including keeping the reticulation outlets free from sand, roots and debris. Should at any time the system not be operational, the tenant is to report the fault to the Landlord/Agent and the tenant is responsible to ensure the gardens and/or lawns receive sufficient water until the system is operational.

**44. Pets**

The Landlord hereby agrees to the Tenant keeping 1 (one) cat at the property.

The Tenant hereby acknowledges that should the pet become a nuisance or there is a complaint lodged, then the said pet may need to be relocated from the property. Should the pet cause any damage to the interior fixtures or fittings or surrounding area of the property, the Tenant agrees to rectify this immediately at their own cost. Any carpeted areas shall be professionally steam cleaned by the Tenant when the property is vacated. The property must also be flea bombed and a receipt provide to the agent. The flea bombing is essential as fleas lie dormant until a property is re-occupied. Furthermore, if any carpets or floors are urinated on, the floor may need to be replaced (at the tenants cost) as pet urine contains ammonia and this carries through and cannot be removed.

**45. Owners Corporation Rules**

The Tenant agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation (formerly Body Corporate) as the case may be, in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the Subdivision (Owners Corporation) Regulation, if not amended, apply to all Owners Corporations.

The Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

**Additional Terms (if any)**

| [X] I hereby acknowledge that I have read and understood the above conditions. (Christine Seisun)

## Electronic Signatures

*Christine Seisun*

- this is an approved, digital representation of the signature -

**Christine Seisun**

23 December 2020, 2:20 pm

Email: ch\*\*\*\*\*.com

*Harley Young on behalf of Rings Developments Pty Ltd*

- this is an approved, digital representation of the signature -

**Harley Young on behalf of Rings Developments Pty Ltd**

24 December 2020, 7:24 am

Email: ha\*\*\*\*\*.com

## Audit trail

21 December 2020, 12:10 pm - Contract is emailed to Christine Seisun  
 23 December 2020, 1:02 pm - Reminder emailed to Christine Seisun  
 23 December 2020, 2:20 pm - Viewed by Christine Seisun, IP: 120.21.71.36  
 23 December 2020, 2:20 pm - Signed by Christine Seisun, IP: 120.21.71.36  
 23 December 2020, 2:20 pm - Contract is emailed to Harley Young on behalf of Rings Developments Pty Ltd  
 24 December 2020, 7:24 am - Viewed by Harley Young on behalf of Rings Developments Pty Ltd, IP: 27.33.21.43  
 24 December 2020, 7:24 am - Signed by Harley Young on behalf of Rings Developments Pty Ltd, IP: 27.33.21.43  
 24 December 2020, 7:24 am - The document has been completed.



Form 2  
Building Act 1993  
BUILDING REGULATIONS 2006



**BUILDING PERMIT**  
**(Amended 13/04/2015)**

428a New Street,  
Brighton, 3186  
Phone: 9530 6685  
Fax: 9530 6871  
Email: [mike@redtextas.com.au](mailto:mike@redtextas.com.au)  
ABN: 59 579 698 412  
ACN: 101 154 009  
[www.redtextas.com.au](http://www.redtextas.com.au)

**Issued to agent:** Damian Young Rings Development Pty Ltd  
6 Rings Road MOORABBIN 3189  
Phone: 9553 6051 Mobile: 0411 497 593

**Owner details:** Ben Young Rings Development Pty Ltd  
6 Rings Road MOORABBIN 3189  
Phone: 9553 6051 Mobile: 0411 497 593

**Builder details:** Ben Young Complete Plumbing Contracting Pty Ltd  
6 Rings Road MOORABBIN 3189  
Phone: 9553 6051 Mobile: 0411 497 593

**Property details:** 36 Mereweather Avenue FRANKSTON 3199  
Lot: 36 LP/PS: 007033 Volume: 04184 Folio: 638

**Municipal district:** Frankston City Council

**Details of Building Practitioners engaged in the building works:**  
Name: Ben Young Company: Rings Development Ltd Reg. No.: DBU 31043

<b>Details of Building Practitioners and Architects engaged in the design works:</b>		
Type	Reg.num	Name
Builder	DBU 31043	Ben Young
Drafting	DP-AD 14471	Mark De Weerd
Civil Engineer	EC 15235	Darren Hercus

**Details of relevant planning permit:**  
Town Planning Permit No.: 276/2014 Issue date: 29/09/2014

**Details of domestic building work insurance:**  
QBE Builders Warranty Policy No.: 570012601BWI-17-22 Issue date: 09/12/2014

**Nature of building work:**  
Multi-unit development - six new three-storey attached dwellings and garages  
Stage 1: Construction of ground floor slabs

Stage of building work permitted:	1	Building classification:	1a, 10a
Total cost of building work:	\$843,000	Stage cost of building works:	\$60,000
Building levy for stage:	\$76.80	Energy requirements:	Refer to plans
Allotment area:	781m <sup>2</sup>	Floor area of building works:	600m <sup>2</sup>

**Inspection requirements:**  
Blinding  
Pre-slab  
Slab steel  
Final inspection for Final Certificate - Stage 1

**Occupation or Use of Building:**  
A certificate of final inspection is required prior to the occupation or use of this building.

**Commencement and completion:**  
This building work must commence by: 22/12/2015  
This building work must complete by: 22/12/2016

**Conditions of Permit:**

1. Display of Building Permit is required as per requirements of Reg 317 of Building Regulations.
2. The building work shall be carried out wholly from within the allotment and without removing the boundary fences (unless otherwise agreed to by adjoining owner). No portion of the building, including any fixings may protrude over the property allotment boundary.
3. New boundary wall footings must not be taken to a level deeper than the adjoining property boundary wall footings. If any anomalies on site, work to cease and immediately report to the design engineer and Relevant Building Surveyor.
4. Termite treatment as per BCA Part 3.1.3 is required. Certificates required at final inspection. Regarding the building works proposed on or near the title boundary and the building surveyor has determined that the risk of such works causing damage to the adjoining property is not significant (i.e. no requirement for protection work notices to be served), it is the responsibility of the property owners (and/or their builder) to carry out such work in a professional and prompt manner to ensure the amenity of the adjoining property is not adversely affected.
5. In the case where the removal of any boundary fencing is required to be carried out to make way for the building work, it is the responsibility of the builder (and their builder) to comply with the Victorian Fencing Act 1968. Typically, this commences by obtaining a written agreement with the adjoining owner to alter and/ or replace the common boundary fencing
6. The Domestic Building Contracts & Tribunal Act 1995 including home warranty insurance policy applies to this work.
7. The builder is required to apply to Frankston City Council for any site services permits, including: crossovers, street openings, stormwater connections and public protection in the street such as hoardings and gantries. All other permits from relevant authorities must be obtained prior to the commencement of any building work. These permits include (but not limited to): asset protection, tree removals, plumbing applications, etc.
8. The building permit has been issued pursuant to the Building Act 1993, the Building Regulations 2006 and the Building Code of Australia 2014.
9. Builder to submit council approval of drainage design, prior to commencing drainage works.

**Relevant Building Surveyor**

Michael Shaw  
Red Textas Consulting Building Surveyors  
Permit No.: 20141385 / 1

Registration Number: BSU 1165  
Address: 428a New Street, Brighton 3186  
Date of Issue: 22/12/2014

Signature

**NOTES:**

1. Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contract details of the builder and building surveyor and the number and date of issue of the permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
2. Under regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Domestic builders carrying out domestic building work forming part of the permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
4. Maximum number of inspections allowed without additional charge is 0. Extra inspections carried out at a rate of \$110 plus gst.
5. Additional fees will be payable for the issue of a Variation of Building Permit, Building Notices, Building Orders, and any additional reports not specified.

Form 2  
Building Act 1993  
BUILDING REGULATIONS 2006



**BUILDING PERMIT**  
**(Amended 13/04/2015)**

428a New Street,  
Brighton, 3186  
Phone: 9530 6685  
Fax: 9530 6871  
Email: [mike@redtextas.com.au](mailto:mike@redtextas.com.au)  
ABN: 59 579 698 412  
ACN: 101 154 009  
**[www.redtextas.com.au](http://www.redtextas.com.au)**

**Issued to agent:** Damian Young Rings Development Pty Ltd  
6 Rings Road MOORABBIN 3189  
Phone: 9553 6051 Mobile: 0411 497 593

**Owner details:** Ben Young Rings Development Pty Ltd  
6 Rings Road MOORABBIN 3189  
Phone: 9553 6051 Mobile: 0411 497 593

**Builder details:** Ben Young Complete Plumbing Contracting Pty Ltd  
6 Rings Road MOORABBIN 3189  
Phone: 9553 6051 Mobile: 0411 497 593

**Property details:** 36 Mereweather Avenue FRANKSTON 3199  
Lot: 36 LP/PS: 007033 Volume: 04184 Folio: 638

**Municipal district:** Frankston City Council

**Details of Building Practitioners engaged in the building works:**  
Name: Ben Young Company: Rings Development Ltd Reg. No.: DBU 31043

**Details of Building Practitioners and Architects engaged in the design works:**

Type	Reg.num	Name
Drafting	DP-AD 14471	Mark De Weerd
Structural Engineer	EC 15235	Darren Hercus

**Details of relevant planning permit:**  
Town Planning Permit No.: 276/2014 Issue date: 29/09/2014

**Details of domestic building work insurance:**  
QBE Builders Warranty Policy No.: 570012601BWI-17-22 Issue date: 09/12/2014

**Nature of building work:**  
Multi-unit development - six new three-storey attached dwellings and garages  
Stage 2: Completion of six new three-storey attached dwellings and garages (from slab)

Stage of building work permitted:	2	Building classification:	1a, 10a
Total cost of building work:	\$843,000	Stage cost of building works:	\$783,000
Building levy for stage:	\$1,002.20	Energy requirements:	Refer to plans
Allotment area:	781m <sup>2</sup>	Floor area of building works:	600m <sup>2</sup>

**Inspection requirements:**  
Frame  
Final inspection for Occupancy Permit

**Occupation or Use of Building:**  
An occupancy permit is required prior to the occupation or use of this building. The occupancy permit is required for part of the building in respect of which the building work is carried out.

**Commencement and completion:**

This building work must commence by:

21/01/2016

This building work must complete by:

21/01/2017

**Conditions of Permit:**

1. Display of Building Permit is required as per requirements of Reg 317 of Building Regulations.
2. Truss computations and design layout are required at frame inspection (2 copies).
3. Termite treatment as per BCA Part 3.1.3 is required. Certificates required at final inspection.
4. Energy efficiency requirements apply to this design. Builder to refer to the approved plans and/or energy reports prior to commencing works.
5. The Domestic Building Contracts & Tribunal Act 1995 including home warranty insurance policy applies to this work.
6. The builder is required to apply to Frankston City Council for any site services permits, including: crossovers, street openings, stormwater connections and public protection in the street such as hoardings and gantries. All other permits from relevant authorities must be obtained prior to the commencement of any building work. These permits include (but not limited to): asset protection, tree removals, plumbing applications, etc.
7. The building permit has been issued pursuant to the Building Act 1993, the Building Regulations 2006 and the Building Code of Australia 2014.

**Relevant Building Surveyor**

Michael Shaw

Red Textas Consulting Building Surveyors

Permit No.: 20141385 / 2

Registration Number: BSU 1165

Address: 428a New Street, Brighton 3186

Date of Issue: 21/01/2015

Signature

**NOTES:**

1. Under regulation 317 the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. They must also take all reasonable steps to ensure that the registration numbers and contract details of the builder and building surveyor and the number and date of issue of the permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
2. Under regulation 318 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Domestic builders carrying out domestic building work forming part of the permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
4. Maximum number of inspections allowed without additional charge is 2. Extra inspections carried out at a rate of \$110 plus gst.
5. Additional fees will be payable for the issue of a Variation of Building Permit, Building Notices, Building Orders, and any additional reports not specified.

**Form 7**  
**Building Act 1993**  
**BUILDING REGULATIONS 2006**  
**Regulation 1006**  
**CERTIFICATE OF FINAL INSPECTION**



428a New Street,  
Brighton, 3186  
Phone: 9530 6685  
Fax: 9530 6871  
Email: [mike@redtextas.com.au](mailto:mike@redtextas.com.au)  
ABN: 59 579 698 412  
ACN: 101 154 009  
[www.redtextas.com.au](http://www.redtextas.com.au)

**Owner details:** Ben Young Rings Development Pty Ltd  
6 Rings Road MOORABBIN 3189

**Builder details:** Ben Young  
Complete Plumbing Contracting Pty Ltd  
6 Rings Road MOORABBIN 3189

**Property details:** 36 Mereweather Avenue FRANKSTON 3199  
Lot: 36 LP/PS: 007033 Volume: 04184 Folio: 638

**Municipal district:** Frankston City Council

**Details of Building Practitioners engaged in the building works:**

Name: Ben Young Company: Complete Plumbing Contracting Pty Ltd Reg. No.: DBU 31043

**Details of domestic building work insurance:**

QBE Builders Warranty Policy No.: 570012601BWI-17-22 Issue date: 09/12/2014

**Nature of building work:**

Multi-unit development - six new three-storey attached dwellings and garages.  
Stage 1: Construction of ground floor slabs.

**Class of Building:** 1a, 10a  
**Maximum Floor load:** 1.5Kpa

**Building inspection information**

Inspection Type	Inspection Dates	Inspection Result
Blinding (Root barriers)	14/01/2015	Yes
Blinding	15/01/2015	Yes
Pre-slab (Units 4, 5, 6)	16/01/2015	Yes
Slab steel (Units 4, 5, 6)	21/01/2015	Yes
Pre-slab (Units 2, 3)	21/01/2015	Yes
Slab steel (Units 1, 2)	28/01/2015	Yes
Slab steel (Unit 3)	28/01/2015	Yes
Final inspection for Final Certificate	21/11/2015	Yes

**Relevant Building Surveyor**

Michael Shaw  
Red Textas Consulting Building Surveyors  
Permit No.: 20141385 / 1  
Certificate No.: 20141385

Registration Number: BSU 1165  
Address: 428a New Street, Brighton 3186  
Date of Issue: 22/12/2014  
Date of Issue: 23 November 2015

**Signature**

**NOTE:**

1. Smoke detectors must be maintained on a regular basis
2. This certificate of final inspection is not evidence that this building or building work concerned complies with the Building Act 1993 or the Building Regulations 2006 (pursuant to Section 38(2) of the Building Act 1993)

**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 570012601BWI-17

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



RINGS DEVELOPMENT PTY LTD  
6 RINGS RD  
MOORABBIN 3189

**Name of Intermediary**  
MBA INSURANCE SERVICES  
G P O BOX 544D  
MELBOURNE 3001

**Account Number**  
57BWMBA00  
**Date Issued**  
09/12/2014

**Policy Schedule Details**

**Certificate in Respect of Insurance**

**Domestic Building Contract**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

**Domestic Building Work**

NEW MULTI UNIT (<=3 STOREYS) CONTRACT - PER SITE

**At the property**

1/36 MEREWETHER AVENUE  
FRANKSTON VIC 3199

**Carried out by the builder**

COMPLETE PLUMBING CONTRACTING  
ACN: 077 972 840

**Important note:** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact QBE **IMMEDIATELY**. If these details are incorrect, the domestic building work will not be covered.

**For the building owner**

RINGS DEVELOPMENT PTY LTD

**Pursuant to a domestic building contract dated**

21/11/2014

**For the contract price of**

\$140,500.00

**Type of cover**

Cover is only provided if COMPLETE PLUMBING CONTRACTING has died, becomes insolvent or has disappeared\*

**Period of cover**

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects\*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects\*

**The maximum policy limit for all claims made under this policy is**

\$300,000 all inclusive of costs and expenses\*

**The maximum policy limit for all claims for non-completion of the domestic building works is**

20% of the contract price\*

\*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, limitations and exclusions contained in the policy terms and conditions.

QM1824-1207

**Domestic Building Insurance  
Certificate of Insurance**

Policy Number 570012601BWI-17

QBE Insurance (Australia) Ltd  
628 BOURKE STREET  
MELBOURNE VIC 3000  
Phone: (03) 9246 2666  
Fax: (03) 9246 2611  
ABN: 78 003 191 035  
AFS License No: 239545



Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner in relation to the domestic building work undertaken by the builder.

Issued by QBE Insurance (Australia) Limited for and on behalf of

**Victorian Managed Insurance Authority (VMIA)**

**IMPORTANT:**

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723

**Below are some examples of what to look for:**

CERTIFICATE OF INSURANCE		YOUR DOMESTIC BUILDING CONTRACT
<p>Owner: _____</p> <p>Carried out by the builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>	<p><b>MATCH</b></p> <p>Both name of builder and ACN or ABN match</p> <p>✓</p>	<p>Owner: _____</p> <p>Builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>
<p>Owner: _____</p> <p>Carried out by the builder: → JOHN CITIZEN ABN: 12 345 678 910</p>	<p><b>NO MATCH</b></p> <p>Call QBE, name of builder does not match</p> <p>✗</p>	<p>Owner: _____</p> <p>Builder: → CITIZEN CONSTRUCTIONS PTY LTD ACN: 12 345 678</p>
<p>Owner: _____</p> <p>Carried out by the builder: ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>	<p><b>NO MATCH</b></p> <p>Call QBE, ABN or ACN does not match</p> <p>✗</p>	<p>Owner: _____</p> <p>Builder: ACME CONSTRUCTIONS PTY LTD → ACN: 87 956 123</p>