

CONTRACT OF SALE & SECTION 32 STATEMENT

VENDOR: DARRYL ALEX FRANKY ROSAIRO AND CHERYL ANN PIETERSZ

PROPERTY: 7 DAYDREAM PLACE, WOLLERT VIC 3750

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Ref: 240419

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address: 7 Daydream Place, Wollert VIC 3750

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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 authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2024

Print name(s) of person(s) signing: Darryl Alex Franky Rosairo and Cheryl Ann Pietersz

State nature of authority, if applicable: REGISTERED PROPRIETOR(S)

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

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 applies to you.

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

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

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

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

Name: **HarcourtsRata & Co**
Address: 1, 337 Settlement Rd Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 0434 285 561 Fax: Ref:

Vendor

Name: **Darryl Alex Franky Rosairo and Cheryl Ann Pietersz**
Address:

Vendor's legal practitioner or conveyancer

Name: **Sutton Laurence King Lawyers**
Address: Level 3, 405 Collins Street, Melbourne VIC 3000
Email: bjw@slklawyers.com.au
Tel: (03) 9070 9810 Ref: 240419

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12187	Folio	941	12	PS749883G

The land includes all improvements and fixtures.

Property address

The address of the land is: **7 Daydream Place, Wollert VIC 3750**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixed floor covering, light fittings and window furnishings.

Payment (general condition 11)

Price \$490,000.00

Deposit \$49,000.00 by (of which \$ has been paid)

Balance \$441,000.00 payable at settlement

GST (general condition 13)The price includes GST (if any) unless the words '**plus GST**' appear in this box

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

Settlement (general condition 10)

is due on / / 2024

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.

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

Subject to Lease

If '**subject to lease**' then particulars of the lease are :

Contained in the Residential Rental Agreement attached to the Section 32 Statement.

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount

Approval date:

This contract does not include any special conditions unless the words '**special conditions**' appear in this box

**Special Conditions
and Additional
Special Conditions**

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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

☒ Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three 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 reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

☒ Special condition 2 – Acceptance of title

General condition 12.4 is added:

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

☒ Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ **Special condition 5 – Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☒ **Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
 - comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:
- the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.
- 15B.12 This general condition will not merge on settlement.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in a manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

☒ **Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

☐ **Special condition 9 – Deposit bond**

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

☐ **Special condition 10 – Bank guarantee**

- 10.1 In this special condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (*Cth*).
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

☐ **Special condition 11 – Building report**

- 11.1 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

☐ **Special condition 12 – Pest report**

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

ADDITIONAL SPECIAL CONDITIONS

1 IDENTITY OF LAND

- 1.1 The Purchaser acknowledges that the Land as offered for sale and inspected by the Purchaser is identical with that described in the certificate of title referred to in the Particulars of Sale.
- 1.2 The Purchaser must not ask the Vendor to amend title or to pay for the costs of amending the title.
- 1.3 The Purchaser must not make any requisition or claim any compensation or refuse or delay payment of the Price because of:
- (a) a misdescription of the Land;
 - (b) a deficiency in its area, boundaries or measurements;
 - (c) improvements being erected outside the boundaries of the Land;
 - (d) a failure to comply with a law relating to the Land or a requirement of any government agency; or
 - (e) the failure of the Property to comply with any building restrictions applicable to the Property.

2 DEPOSIT AND PAYMENT

- 2.1 The Purchaser must pay the Deposit (or part of it) by cheque to the Vendor's Estate Agent or Solicitors in accordance with the Particulars of Sale to be held in accordance with General Condition 11.2.
- 2.2 In compliance with General Condition 11.1, if the Deposit is paid by cheque, the Vendor and the Purchaser authorise the Vendor's Estate Agent or Solicitors to invest the Deposit (or that part of it) in an interest bearing trust account with the Vendor's Estate Agent or Solicitors' Bank, provided that both parties provide their tax file number, until the earliest to occur of:
- (a) settlement;
 - (b) release of the Deposit to the Vendor under the provisions of section 27 of the Sale of Land Act 1962; or
 - (c) termination or rescission of the Contract.
- 2.3 Any interest earned on the money invested under Special Condition 2.2 (less all proper bank and government charges, fees, and taxes) will be paid to the Vendor.
- 2.4 Neither party will make any claim against the Vendor's Solicitors for any taxes deducted from the interest earned on the money invested under Special Condition 2.2 because of failure by that party to give its tax file number to the Vendor's Solicitors' Bank.

3 PAYMENT OF BALANCE OF PURCHASE PRICE

- 3.1 The Purchaser acknowledges and agrees that:
- (a) General Condition 11.4 does not apply to this Contract and in this regard the residue is to be paid by an unendorsed bank cheque or bank cheques in favour of the Vendor or as otherwise directed by the Vendor's solicitor; and
 - (b) General Condition 11.6 does not apply to this Contract and in this regard the Vendor shall be entitled to request from the Purchaser up to ten (10) bank cheques for settlement without paying any bank fees.

4 DEFAULT INTEREST RATE

- 4.1 General Condition 26 does not apply to this Contract. If the Purchaser defaults in the payment of any money due under this Contract, the Purchaser must pay the Vendor on demand, and without the Vendor being obliged to give any notice in writing whether under General Condition 27.1 or otherwise, interest at a rate of 4 per cent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default and accruing daily without prejudice to any other rights of the Vendor under this Contract or at common law.
- 4.2 The Purchaser must pay the interest at the earlier of:
- (a) the settlement date; or
 - (b) on demand by the Vendor.

5 DEFAULT

- 5.1 The Purchaser must pay any and all costs and expenses incurred by the Vendor due to the Purchaser's failure to comply with its obligations under this Contract including but not limited to:
- (a) the cost of obtaining any bridging finance and the interest charged on such bridging finance;
 - (b) interest payable by the Vendor under any existing mortgage over the Property calculated from the settlement date to the date on which settlement is effected;
 - (c) legal costs and expenses on a full indemnity basis;
 - (d) penalties, costs and damages payable by the Vendor;
 - (e) interest calculated in accordance with this Contract; and
 - (f) consequential loss and damage suffered by the Vendor.
- 5.2 If the Purchaser fails to comply with its obligations under this Contract (and it is a corporation), the Vendor may (without compromising any other right available to the Vendor) serve onto the Purchaser company a statutory demand for any loss and damage suffered by the Vendor as a result of the Purchaser failing to comply with its obligations under this Contract. The loss and damage will be calculated (and estimated if necessary) by the Vendor in its absolute discretion, which will include but not limited to the expenses listed in Special Condition 5.1, by way of liquidated damages.

6 OUTGOINGS

- 6.1 All Outgoings for the Property will be adjusted between the Vendor and the Purchaser on the basis that they have or will be paid by the Vendor. Despite this Special Condition the Vendor is only obliged to pay all outgoings when they are due to be paid and the Purchaser must not require them to be paid on an earlier date.
- 6.2 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.
- 6.3 All rent and other income received by the Vendor in respect of the Property must be apportioned between the parties from the Day of Settlement and any adjustments paid and received as appropriate.
- 6.4 The periodic Outgoings and rent and other income must be apportioned on the following basis:
- (a) the Vendor is liable for the periodic outgoings and entitled to the rent and other income up to and the Day of Settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005);
 - (c) the Vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

7 PURCHASER'S INSPECTIONS

- 7.1 The Purchaser warrants that in entering into this Contract it purchases the Property and the Goods solely as a result of its own searches, inquiries and inspections and accepts the condition of the Property and the Goods as at the Day of Sale.
- 7.2 The Purchaser acknowledges that it has obtained and relied on its own independent advice, examinations and valuations and has not relied on any information, representation or warranty given or made by or on behalf of the Vendor including information, representation or warranties concerning:
- (a) title to the Property or the Goods;
 - (b) the terms and conditions of any document relating to any encumbrances affecting the Property;
 - (c) the suitability of the Property or the Goods for any particular use;
 - (d) any rights and privileges relating to the Property;
 - (e) the services and utilities to the Property;
 - (f) the condition or state of repair of the Property;
 - (g) the occupation of the Property;
 - (h) any defects whether latent or patent;
 - (i) whether the improvements on the Land comply with all relevant statutes, regulations and local laws.
 - (j) whether or not the Property complies with all statutes, ordinances and regulations applicable to the Property, or to the use of the Property.
 - (k) the condition, quality or potential of the Property and the Goods;
 - (l) the accuracy, currency, reliability or completeness of information provided;
 - (m) any financial return or income to be derived from the Property;
 - (n) any environmental liability or contamination on, under or emanating from or to the Property; or
 - (o) any non-compliance of the improvements or any alterations or additions to the Property with the provisions of the Local Government Act, the Building Control Act or any other Act relating to such improvements or to any regulations made under such Acts or with the requirements of the relevant Responsible Authorities.
- 7.3 The Purchaser must not make any objection, requisition or claim for compensation relating to any of the matters raised in the preceding Special Condition 7.2.
- 7.4 The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations under which the improvements were or should have been constructed or maintained. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title and the purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including but not limited to any requirement to fence any pool or spa, make compliant any pool or spa in any way or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation and the purchaser acknowledges that from the day of sale it takes all improvements at its own risk.
- 7.5 The Purchaser must not make any objection, requisition or Claim any compensation nor rescind, terminate or delay completion of this Contract as a result of any matter raised in this Special Condition.

8 STATUTORY OBLIGATIONS, NOTICES AND INSPECTION OF THE PROPERTY

- 8.1 The Purchaser acknowledges that prior to execution of this Contract and any document relating to this sale, the

Purchaser received a statement in writing under section 32 of the Sale of Land Act 1962 from the Vendor.

- 8.2 The Purchaser may inspect the condition of the Property at any reasonable time during the period of 10 days preceding the Settlement Date after making an appointment with the Vendor, but not more than once.
- 8.3 The Vendor makes no warranty or representation about whether or not the Property complies with all statutes, ordinances and regulations applicable to the Property, or to the use of the Property.
- 8.4 The Purchaser must comply with all laws made or notices or orders issued on or from the Day of Sale for the Property, or the use of the Property by any Authority.
- 8.5 The Purchaser cannot make any requisition, objection, Claim or claim for compensation for any of the matters or things referred to in this Special Condition 8 and (except where entitled by statute) is not entitled to rescind or terminate this Contract because of any of the matters or things referred to in this Special Condition 8.

9 PLANNING AND NOTICES

- 9.1 The Purchaser buys the Property subject to any easements or encumbrances affecting the Land and any restrictions on the use or development under any planning scheme or applicable statute, regulation or local laws.
- 9.2 The Vendor makes no warranty or representation that the Property complies with all or any laws applicable to the Property and the requirements of any Authority.
- 9.3 No restrictions on the use and development of the Land will constitute a defect in the Vendor's title or affect the validity of this Contract.
- 9.4 Any restriction on the use of the land under any planning legislation, regulations, plan or scheme or imposed by any Authority with control over the use of the Land shall not affect the validity of this Contract or constitute a defect in the Vendor's title.
- 9.5 The Purchaser is not entitled to make any requisition or objection or claim for compensation arising in relation to any restriction on the use of the Land.
- 9.6 The Purchaser must comply with all notices served on the Vendor or on the Purchaser after the Day of Sale and the Purchaser assumes all liabilities arising from such notices and shall indemnify and keep the Vendor indemnified against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Vendor suffers, incurs or becomes liable for concerning the notices.
- 9.7 The Purchaser buys subject to the Planning and Environment Act 1987 and to all relevant planning controls and restrictions on the use and/or development of the Land imposed by the planning permit, Section 173 Agreement or the Planning Scheme for the municipality in which the Land is situated.
- 9.8 This Special Condition 9 will not merge on completion of the sale and purchase of the Property.

10 ENVIRONMENTAL INDEMNITY

- 10.1 The Purchaser accepts the condition of the Property including, without limitation, the presence of any Contaminant or Substance in, on, under or emanating from the Property.
- 10.2 The Purchaser acknowledges that the Vendor makes no representation or warranty about compliance of the Property with Environmental Law.
- 10.3 The Purchaser cannot make any requisition, objection, Claim or claim for compensation, delay payment of the Residue or otherwise rescind or terminate this Contract because:
 - (a) of the use, presence or escape of any Contaminant or Substance on or from the Property; or
 - (b) the physical condition of the Property (including the soil, groundwater and sub-surface or any contamination of them):
 - (i) renders the Property unsuitable or unfit for any use or development; or
 - (ii) renders the Property, the Vendor, the Purchaser, the owner, or the occupier liable for any Claim

or requirement imposed by any person, competent body or Authority or under any legislation whether now or at any time in the future.

10.4 From the Day of Sale, the Purchaser will assume all liability and responsibility for any Contaminant or Substance in, on, under or emanating from the Property or any process or facility undertaken on the Property at any time whether before or after the Day of Sale and the Purchaser will be liable for and releases the Vendor from all liability and indemnifies the Vendor against:

- (a) any Claim for the use, presence, removal, storage, disposal or escape of any Contaminant or Substance on or from the Property; or
- (b) any requirement imposed by any Authority or legislation:
 - (i) for the use, presence or escape of any Contaminant or Substance on or from the Property, or
 - (ii) requiring the remediation of the Property; or
 - (iii) requiring the removal of any Contaminant or Substance from the Property; or
 - (iv) requiring any works or treatment or activity to be carried out on the Property.
 - (v) to remediate any other property onto, above or into which a contaminant or substance has travelled from and through the Property.

10.5 The Purchaser indemnifies and will keep the Vendor indemnified against any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment which the Vendor suffers, incurs or becomes liable for with respect to the presence of any Contaminants or substances which may give rise to or become a contaminant brought or allowed on, emitted on or from or incorporated in on, under or emanating from the Property at any time.

10.6 The Purchaser must comply with any notice or order relating to the Property made or issued under any laws relating to the Environment.

10.7 This Special Condition 10 will not merge on settlement of this Contract and each indemnity given continues after settlement. The Vendor can enforce any indemnity before incurring any cost or expense.

11 LAND TAX

11.1 For the purpose of Special Condition 6, the parties agree that the relevant land tax assessment that is effected on 31 December of the year preceding the Settlement Date, which includes all the titles that comprise the Property.

11.2 Despite Special Condition 11.1, payment of the Price will not be delayed and no money will be withheld from the Vendor out of the Price on account of any land tax which may be or may subsequently become charged on the Land.

11.3 Land tax shall be adjusted on the full amount of the assessment over the Land.

11.4 If for any reason Settlement does not occur on the Settlement Date and the delay results in Settlement occurring in a new land tax year, then the Purchaser is liable to pay any Land Tax that would otherwise be assessed against the Vendor for that period.

12 STAMP DUTY: PURCHASERS BUYING UNEQUAL INTERESTS

12.1 If there is more than one purchaser, it is the Purchasers' responsibility to ensure this Contract correctly records at the Day of Sale the proportions in which they are buying the Property (**Proportions**).

12.2 If the Proportions recorded in the Transfer differ from those recorded in this Contract, it is the Purchasers' responsibility to pay any additional duty, which may be assessed as a result of the variation.

12.3 The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioners against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the Transfer differing from those in this Contract.

12.4 This Special Condition 12 will not merge on completion of the sale and purchase of the Property.

13 NOMINATIONS

- 13.1 The Purchaser may nominate an additional or substitute Purchaser if this Contract specifies that the Property is sold to the Purchaser "and/or Nominee".
- 13.2 The Purchaser must make the nomination and notify the Vendor of the nomination at least 10 business days before the settlement date by delivering a copy of all documentation required to effect the nomination to the Vendor.
- 13.3 The Vendor is not obliged to accept the nomination if it is made within 10 business days of the settlement date but if the Vendor does accept the nomination in such a case the Vendor is not obliged to settle until 10 business days after the date that the Purchaser notifies the Vendor of the nomination.
- 13.4 If the Purchaser nominates an additional or substitute purchaser under this additional special condition 13, then the Purchaser must pay to the Vendor's Solicitors an amount of \$440.00 inclusive of GST for each nomination, which represents the Vendor's costs in processing any such nomination.
- 13.5 If settlement takes place after the Settlement Date because of Special Condition 13.2 the Purchaser is deemed to be in default in the payment of the balance of the Price from the Settlement Date until the date that settlement is effected.
- 13.6 The Purchaser remains liable under this Contract even if an additional or substitute purchaser is nominated.
- 13.7 The Purchaser indemnifies and keeps the Vendor indemnified against any and all claims, actions, damages, loss, liability, costs, charges, expenses, outgoings or payments which the Vendor suffers, incurs or is liable for with respect to stamp duty payable in relation to this Contract and the nomination of any additional or substituted purchaser or purchasers.
- 13.8 The Purchaser and each additional or substitute Purchaser unconditionally and irrevocably guarantees to the Vendor each of the Purchaser and substitute purchasers' obligations under this Contract including the payment of the balance of the Price, any other amounts payable under this Contract and the performance of the obligations under this Contract by the Purchaser and any additional or substitute purchaser.

14 DELIVERY OF TRANSFER

- 14.1 The Purchaser must deliver the transfer to the Vendor's solicitor at least 10 business days before the Settlement Date.
- 14.2 If the Purchaser fails to comply with this Special Condition, the Vendor is not obliged to settle until 10 business days after the date that the Purchaser delivers the transfer to the Vendor.
- 14.3 If settlement takes place after the settlement date because of the Vendor's rights to settle later than the Settlement Date in accordance with Special Condition 14.2 the Purchaser is deemed to be in default in the payment of the balance of the Price from the Settlement Date until the date settlement is effected.

15 CORPORATE AND JOINT PURCHASERS

- 15.1 If the Purchaser is or includes a corporation that is not listed on the Australian Stock Exchange:
- (a) where that corporation is not a wholly owned subsidiary of a corporation that is listed on the Australian Stock Exchange, the Purchaser must cause the Guarantee and Indemnity to be executed by all directors of the Purchaser corporation on the Day of Sale or within such period after the Day of Sale as the Vendor may allow; or
 - (b) where the Purchaser is a wholly owned subsidiary of a corporation listed on the Australian Stock Exchange, the Purchaser must cause the Guarantee and Indemnity to be executed by the listed corporation on the Day of Sale or within such period after the Day of Sale as the Vendor may allow.
- 15.2 Despite anything else in this Contract, if there is more than one Purchaser, this Contract will bind all of them jointly and each of them severally.
- 15.3 Failure to comply with Special Condition 15 will be deemed to be a default on the part of the Purchaser. The Vendor can enforce any indemnity before incurring any cost or expense.
- 15.4 If the Purchaser does not comply with this Special Condition 15, the Vendor may rescind the Contract.

15.5 If any of the aforesaid representations are false or the signatory breaches any one or more of them the signatory shall be personally liable for the due performance of the Purchaser's obligations under the Contract.

15.6 This additional special condition applies to any Nominee and to any subsequent directors appointed to the Purchaser company or Nominee company after the Day of Sale or nomination date as the case may be.

16 GOODS

16.1 Title to the Goods passes to the Purchaser on the payment of the Price.

16.2 The parties agree that the value to be attributed to the Goods and any depreciable items is the written down value (if any) of such Goods or item recorded in the Vendor's books.

17 BUILDING REGULATIONS

17.1 To the extent that that Regulation 707 of the Building Regulations 2006 (Vic) applies, requiring the installation of a self contained smoke alarm complying with AS 3786-1993, it is agreed that the Purchaser shall comply with the said Regulation, and pay the cost of such compliance, within the time required by the said Regulation, and the Purchaser shall indemnify and keep the Vendor indemnified against any non compliance with the said Regulation.

17.2 To the extent that that Regulation 708 of the Building Regulations 2006 (Vic) applies, requiring the installation to each building to which Regulation 708 applies of a residential type fire sprinkler system complying with AS 2118.4 – 1995, it is agreed that the Purchaser shall comply with the said Regulation, and pay the cost of such compliance, within the time required by the said Regulation, and the Purchaser shall indemnify and keep the Vendor indemnified against any non compliance with the said Regulation.

17.3 To the extent that that Regulation 709 of the Building Regulations 2006 (Vic) applies, requiring the installation of smoke alarms complying with AS 3786 – 1993 or a smoke detection system complying with AS 1670.1 – 2004, it is agreed that the Purchaser shall comply with the said Regulation, and pay the cost of such compliance, within the time required by the said Regulation, and the Purchaser shall indemnify and keep the Vendor indemnified against any non compliance with the said Regulation.

17.4 To the extent that that Regulation 710 of the Building Regulations 2006 (Vic) applies, requiring the installation of a fire sprinkler system that complies with AS 2118.1 – 1999 or AS 2118.4 – 1995 (whichever is appropriate), it is agreed that the Purchaser shall comply with the said Regulation, and pay the cost of such compliance, within the time required by the said Regulation, and the Purchaser shall indemnify and keep the Vendor indemnified against any non compliance with the said Regulation.

17.5 To the extent that that Regulation 1208 of the Building Regulations 2006 (Vic) applies, requiring a list of all essential safety measures pertaining to the building, it is agreed that the Purchaser shall comply with the said Regulation, and pay the cost of such compliance, within the time required by the said Regulation, and the Purchaser shall indemnify and keep the Vendor indemnified against any non compliance with the said Regulation.

17.6 To the extent that that Regulation 1214 of the Building Regulations 2006 (Vic) applies, requiring a list of all essential safety measures pertaining to the building, it is agreed that the Purchaser shall comply with the said Regulation, and pay the cost of such compliance, within the time required by the said Regulation, and the Purchaser shall indemnify and keep the Vendor indemnified against any non compliance with the said Regulation.

18 FOREIGN INVESTMENT REVIEW BOARD APPROVAL

18.1 The Purchaser warrants that (if necessary) before entering into this Contract it has obtained Foreign Investment Review Board approval to purchase the Property on the terms of this Contract.

18.2 The Purchaser indemnifies and keeps the Vendor indemnified against any and all claims, actions, damage, loss, liability, costs, charges, expenses, outgoings or payments which the Vendor suffers, incurs or is liable for as a result of the Purchaser's breach of its warranty in this Special Condition.

19 SETTLEMENT

19.1 Settlement must take place before 3.00pm on the Settlement Date. If settlement takes place after 3.00pm on the settlement date, settlement is deemed to have been effected on the next business day and the Purchaser is deemed to be in default in the payment of the balance of the Price.

- 19.2 Settlement will take place at the offices of the Vendor's solicitor or mortgagee or at any other place reasonably nominated by the Vendor's solicitor.
- 19.3 At settlement the Purchaser must pay the balance of the Price adjusted in accordance with this Contract by bank cheque in favour of the Vendor or any other persons nominated by the Vendor.

20 REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

- 20.1 This Contract contains the entire agreement between the parties as at the Day of Sale, notwithstanding any negotiations or discussions held or documents signed or brochures and plans produced prior to the Day of Sale.
- 20.2 The Purchaser acknowledges and agrees that:
- (a) in entering into this Contract, the Purchaser has not relied on any warranty or representation made by or any other conduct of the Vendor or any person on behalf of the Vendor, except as set out in this Contract or in legislation;
 - (b) the Purchaser is relying entirely upon its own enquiries with respect to:
 - (i) the fitness or suitability for any particular purpose of the Property;
 - (ii) the Purchaser's obligations and rights under this Contract; and
 - (iii) any financial return the Purchaser may make from the Property.

21 AGENTS REPRESENTATIONS

- 21.1 The only information, representations and warranties (if any) by the Vendor, the vendor's agent or vendor's solicitor relied upon by the Purchaser are those expressly contained in this Contract.
- 21.2 The Purchaser admits and acknowledges that no promise was made by the Auctioneer or Agent for the Vendor (or any employee or person acting on behalf of the said Auctioneer or Agent) with respect to the obtaining of a loan of money to defray some or all of the Price of the Property.

22 PURCHASER'S INDEMNITY

- 22.1 The Purchaser indemnifies and keeps the Vendor indemnified against any and all claims, actions, damages, loss, liability, costs, charges, expenses, outgoings or payments which the Vendor suffers, incurs or is liable for with respect to any act or omission occurring by or to the Purchaser, the Property and the Goods after the settlement date concerning the Property and the Goods.

23 AUCTION

If the Property is sold by auction, the Rules and Information Sheet for the conduct of the auction shall be set out in the Schedules of *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those Rules.

24 STATE REVENUE OFFICE DIGITAL DUTIES FORM

- 24.1 The Vendor must:
- (a) complete, or procure the Vendor's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Vendor in respect of the sale of the Property under this Contract (Vendor DDF);
 - (b) send, or procure the Vendor's Legal Practitioner to send, to the Purchaser's Legal Practitioner (or if none then the Purchaser), the completed Vendor DDF at least 3 business days prior to the Due Date; and
 - (c) if the Purchaser has complied with Special Condition 24.2(a), sign or approve the DDF prior to Settlement, unless there is manifest error in which case the Vendor must notify the Purchaser of the error and request the Purchaser to amend it.
- 24.2 Purchaser's obligations

The Purchaser must:

- (a) complete, or procure the Purchaser's Legal Practitioner to complete, those parts of the DDF which are to be completed by the Purchaser (Purchaser DDF) at least 2 Business Days prior to the Due Date;
- (b) sign or approve the Purchaser DDF at least 2 Business Days prior to the Due Date, unless there is manifest error in which case the Purchaser must promptly notify the Vendor of the error and request the Vendor to amend it;
- (c) make any changes to the DDF requested by the Vendor or the Vendor's Legal Practitioner and sign or approve (or re-sign or re-approve) the amended DDF within 1 Business Day of being requested to do so; and
- (d) prior to Settlement:
 - (i) generate a SRO Settlement Statement in respect of the sale of the Property under this Contract; and
 - (ii) deliver to the Vendor or the Vendor's Legal Practitioner, the SRO Settlement Statement in respect of the sale of the Property under this Contract.

24.3 Definitions

In this Special Condition:

- (a) **DDF** means the online form called "Digital Duties Form" generated from the SRO website;
- (b) **Due Date** means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing;
- (c) **SRO** means the State Revenue Office of Victoria; and
- (d) **SRO Settlement Statement** means the statement called "Settlement Statement" generated from the SRO website after completion of a DDF.

25 GST WITHHOLDING

25.1 Definitions

GST Law means the same as GST law means in A New a New Tax System (Goods and Services Tax) Act 1999 Cth.

25.2 Vendor to provide notice of GST Withholding

The Vendor must if required by the GST Law prior to the Settlement Date give the Purchasers a notice pursuant to the GST Law, that the Purchaser will have an obligation under GST Law to make a payment to the Commissioner of Taxation of an amount in respect of GST and the supply of the property under GST Law (**GST Withholding Amount**), if applicable under GST Law.

25.3 Payment of GST Withholding Amount

- (a) If a notice has been provided pursuant to this special condition 25, the Purchaser must pay to the Commissioner of Taxation the GST Withholding Amount in accordance with the GST Law.
- (b) Payment of the GST Withholding Amount in accordance with this special condition 25 and the GST Law discharge the Purchasers obligation to pay the Total Price to the extent of that amount.
- (c) At Settlement the Purchaser must produce satisfactory written evidence to the Vendor that the Purchaser has paid the GST Withholding Amount to the Commissioner of Taxation.
- (d) The Vendor may refuse to settle if the Purchaser fails to produce satisfactory written evidence to the Vendor that the GST Withholding Amount has been paid to the Commissioner of Taxation in accordance with Special Condition 25.
- (e) The Purchaser is responsible for any penalties if interest payable to the Commissioner of Taxation on

account of a late payment of the GST Withholding Amount.

- (f) The Purchaser indemnifies and will keep the Vendor indemnified and held harmless against any loss arising out of or in respect of a breach by the Purchaser of this special condition 25.

26 GST

- 26.1 To the extent of any inconsistencies with general condition 13, this Additional Special Condition prevails.
- 26.2 Expressions used in this Additional Special Condition that are defined in the GST Act have the same meaning as given to them in the GST Act.
- 26.3 The Price is exclusive of GST. Any amount specified in this Contract as the consideration payable for any taxable supply does not include any GST payable in respect of that supply.
- 26.4 If the Vendor makes a taxable supply under this Contract, then the Purchaser must also pay, in addition to the consideration for that supply, the amount of GST together with any interest and penalties payable in respect of the taxable supply as follows:
- (a) in relation to the supply of the Property, on the earlier of the Settlement Date and the date on which a taxable supply of the Property occurs; and
 - (b) in relation to any other supply, at the time the consideration for the supply is payable.
- 26.5 If a third party makes a taxable supply and this Contract requires a party to this Contract (**the payer**) to pay for, reimburse or contribute to (**pay**) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect of it but net of any input tax credit to which the other party is entitled in respect of the liability or expense.
- 26.6 Despite any other provision of this Contract, a party is not obliged under this Contract to pay the amount of any GST until that party is given a valid tax invoice for the supply. The obligation to make such payment does not merge in the Settlement or the transfer of the Property.
- 26.7 If the Purchaser fails to pay on the Settlement Date the payment under Special Condition 26.4, then without prejudice to the Vendor's other rights:
- (a) the Vendor may delay settlement until the Purchaser pays to the Vendor such amounts on account of GST; and
 - (b) the Purchaser must pay interest under Additional Special Condition 4 on the Price and the amount due under Special Condition 26.4 for the period from the Settlement Date until the contract is completed.

27 NEW TAX

- 27.1 The Purchaser acknowledges and agrees that:
- (a) despite anything else contained in this Contract, the Purchaser is liable for and must remit or pay any New Tax;
 - (b) in the event the New Tax is payable by the Vendor, the Purchaser will be responsible for payment of both the Vendor's and the Purchaser's New Tax liability;
 - (c) within 14 days of notification of any New Tax:
 - (i) the Purchaser will pay the New Tax amount; or
 - (ii) reimburse the Vendor for the payment of that New Tax amount;
 - (d) the Purchaser will not make any claim or demand against the Vendor in connection with the New Tax or anything referred to in this Additional Special Condition; and
 - (e) this Additional Special Condition will not merge upon settlement or termination of this Contract and failure by the Purchaser to pay any amount under this Contract will not prevent the Vendor recovering the New Tax

amount from the Purchaser.

28 NOTICES

- 28.1 The Purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the Day of Sale that does not relate to Outgoings.
- 28.2 Any notice or demand given or made by a party under this Contract must be in writing and signed by the party sending it or by its authorised officers, representatives or solicitors named in this Contract.
- 28.3 Any notice or demand may be given or made by:
- (a) delivering it personally to that person;
 - (b) leaving it at or posting it to:
 - (i) that person's address in this Contract;
 - (ii) that person's Legal Practitioner's address in this Contract;
 - (iii) that person's usual or last known place of residence;
 - (iv) if that person conducts a business, that person's usual or last known place of business;
 - (c) facsimile to the facsimile number nominated in this Contract of:
 - (i) that person;
 - (ii) that person's solicitor; or
 - (iii) any other number nominated in writing by that person.
 - (d) The notice or demand is deemed to have been given or made:
 - (i) if by personal delivery, when delivered;
 - (ii) if by posting, 2 business days after posting;
 - (iii) if by facsimile, on receipt of a correct completion notice upon completion of the transmission.
- 28.4 If delivery or receipt of the notice or demand falls on a day that is not a business day or is after 5.00pm at the place of delivery or receipt, the delivery or receipt is deemed to be at 9.00am on the next business day.

29 LAND TAX AND IRRECOVERABLE WGT EXCLUDED IN CERTAIN CIRCUMSTANCES

- 29.1 In this Special Condition 29:
- (a) **Irrecoverable WGT** means an amount for or towards tax payable under an existing windfall gains tax liability (within the meaning of section 16 of the State Taxation Acts and Other Acts Amendment Bill 2023 (Vic)) in respect of the Property.
 - (b) **Land Tax means** an amount for or towards tax for which the Vendor is or may become liable in respect of the Property under the Land Tax Act 2005 (Vic).
 - (c) **Modification Date** the date on which the provisions of Part 6 (Amendment of Sale of Land Act 1962) of the State Taxation Acts and Other Acts Amendment Bill 2023 (Vic) come into operation at law.
- 29.2 Despite any other provision of this Contract, if the Settlement Date is on or after the Modification Date and, as a result, any provision of this Contract purporting to require the Purchaser to pay Land Tax or Irrecoverable WGT is of no effect, the Purchaser is not required to pay to the Vendor, Land Tax or Irrecoverable WGT (to the extent applicable), including by way of an adjustment to the Price.

30 TIME OF THE ESSENCE

30.1 Time remains the essence of this Contract despite any waiver given or indulgence granted by the Vendor to the Purchaser.

31 GENERAL CONDITIONS

31.1 General Conditions 5, 8, 20, 24.4, 24.5, 24.6 and 26 do not apply to this Contract.

31.2 General Condition 7 is deleted and replaced by the following:

7. RELEASE OF SECURITY INTEREST

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

7.2 The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 7.3. However, the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.

7.3 The vendor must ensure that at or before settlement, the purchaser receives-

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that –

- (a) Both:
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; and
- (b) is sold in the ordinary course of the vendor's business of selling personal property of that kind; unless:
- (c) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register; or
- (d) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.5 A release for the purposes of general condition 7.3(a) must be in writing. The release must be effective in releasing the goods from the security interest and be in a form, which allows the purchaser to take title to the goods free of that security interest.

7.6 The purchaser must provide the vendor with a copy of the release under general condition 7.3(a) at or as soon as practicable after settlement.

7.7 The vendor must also ensure that at or before settlement, the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release in addition to ensuring a release is received under general condition 7.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.8 The purchaser must advise the vendor of any security interest that is registered on or before the date of

sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released at least 21 days before the due date for settlement.

7.9 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.8.

7.10 The purchaser must pay the vendor-

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay; and
- (c) as though the purchaser was in default –

if settlement is delayed under general condition 7.9.

7.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.11 applies despite general condition 7.1.

7.12 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

31.3 General Condition 11.5 is amended to include the words 'an Australian owned bank that is' after the word 'means' on the second line.

31.4 General Condition 18 is deleted and replaced by the following:

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.

31.5 General Condition 24.3 is amended to remove the words 'but may claim compensation from the Vendor after settlement' after the number '24.2,' on the third line.

31.6 General Condition 25 is amended to remove the word 'party' after the word 'A' on the first line and substitute it with 'Purchaser'.

31.7 General Condition 28.4(a) is amended to remove the word 'up' after the word 'deposit' on the first line and substitute it with the word 'equal'.

31.8 General Condition 28.4(c) is amended to remove the words 'one year' after the word 'within' on the second line and substitute it with the words 'two years'.

32 DEFINITIONS AND INTERPRETATION

32.1 In this Contract, these words have the following meaning (unless contrary to the context):

- (a) **Additional Encumbrances** means any easements, encumbrances, licences, occupational rights, covenants, grants or create other like rights or restrictions (including, without limitation, positive covenants under agreements pursuant to section 173 of the *Planning and Environment Act 1987* (Vic).
- (b) **Authority** means any Commonwealth, state, regional and local government or other regulatory authority, rating authority, body or agency, and any court or tribunal or statutory corporation or any employee or agent of any of them.
- (c) **Business Day** means any day which is not a Saturday, Sunday or a proclaimed public holiday in the State of Victoria.
- (d) **Claim** means any claim, action, demand, proceeding, judgment, damage, loss (including consequential loss), charge, outgoing, payment, cost, expense or liability however incurred or suffered or brought or made or recovered against any person however arising (whether or not presently ascertained, immediate, future or contingent or in the nature of incidental, special, exemplary or consequential damages) including, but not limited to loss of profits or revenue, interference with business operations or loss of tenants, lenders, investors or buyers or inability to use the Property.

- (e) **Contaminant** means a solid, liquid, gas, odour, electric or magnetic field or Substance or property of any Substance which makes or may make the Land unsafe, unfit or harmful for habitation or occupation by any person or cause damage to the Land or does not satisfy the contamination criteria or standards published or adopted by the relevant environmental Authority and Contamination has the same meaning.
- (f) **Contract** means this contract of sale and includes all enclosures and annexures.
- (g) **Environment** includes the air, water, ground water, sub strata and the ground.
- (h) **Environmental Law** means a law regulating the Environment, including, without limitation, to the extent applicable, any law about the use of land, planning, heritage, pollution of air or water, noise, soil or ground water contamination or pollution, chemicals, use of dangerous goods, asbestos, building regulation, public and occupational health and safety, fire and safety, or the enforcement or administration of those laws whether that law arises under statute or the common law or under any permit, notice, decree, order or directive of any Authority or otherwise.
- (i) **FIRB** means the Foreign Investment Review Board responsible for administering the Commonwealth of Australia's foreign investment policy under the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and includes the Treasurer of the Commonwealth of Australia and the Australian Taxation Office.
- (j) **Foreign Person** has the meaning given to that term by section 5 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- (k) **General Condition(s)** means the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008* (Vic).
- (l) **Guarantee and Indemnity** means guarantee and indemnity contained in Annexure A to this Contract.
- (m) **GST** means GST within the meaning of the GST Act.
- (n) **GST Act** means the goods and services tax system which is Australian law under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and associated legislation or any amendment or replacement of that Act or legislation.
- (o) **Land** means the land sold pursuant to this Contract.
- (p) **New Tax** means any form of consumption tax, or levy, goods and services, tax, excise or other tax or levy of any kind, whether imposed at federal, state or local level including but not limited to tax arising from the Windfall Gains Tax and State Taxation and Other Acts Further Amendment Act 2021 (Vic).
- (q) **Object** means to make any Claim against the Vendor (before or after the Settlement Date) to seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this Contract or seek to delay or avoid Settlement of this Contract.
- (r) **Outgoings** means all rates, taxes, assessments, land tax and levies issued against the Property.
- (s) **Particulars of Sale** means the particulars of sale attached to and forming part of this Contract.
- (t) **Property** means the property described in the Land panel in the Particulars of Sale sold pursuant to this Contract. The terms Land, Lot, Property are used intermittently throughout this Contract, however, they all mean the property sold pursuant to this Contract.
- (u) **Registrar** means the Registrar of Titles of Victoria.
- (v) **Settlement Date** means the date settlement is due in the Particulars of Sale or such other date agreed to by the parties in writing.
- (w) **Services** means water, recycled water, sewerage, drainage, gas, electricity, telecommunications and other like services (including if applicable national broadband network) and includes all installations, pits, pipes, wires, fibre optic cables, mains, connections and machinery relation to those services (if any).

- (x) **Substance** includes without limitation any form of organic or inorganic matter whether in solid, liquid or gaseous form including without limitation any asbestos.
- (y) **Vendor's Solicitors** means Sutton Laurence King Lawyers or any other firm of solicitors that the Vendor may appoint and give details of to the Purchaser in writing.
- (z) **Vendor's Statement** means the statement given by the Vendor under section 32 of the *Sale of Land Act 1962* (Vic), a copy of which is annexed to this Contract.
- (aa) Without affecting any other right, a party who has issued a notice of default or rescission notice under General Condition 27 can, at any time before the expiration of the notice, revoke the notice by serving a notice of revocation.

32.2 In this Contract:

- (a) headings are for convenience only and do not affect the interpretation of this Contract;
- (b) the singular includes the plural and vice versa;
- (c) another grammatical form of a word or phrase that is defined has a corresponding meaning;
- (d) a reference to a person includes an individual, a company, partnership, joint venture, association, bodies corporate and any government agency and if that entity ceases to exist then to any entity that replaces it;
- (e) a reference to a thing includes any part of that thing;
- (f) a reference to a party, annexure, exhibit or schedule is a reference to a party, annexure, exhibit and schedule to this Contract and a reference to this Contract includes any annexure, exhibit and schedule;
- (g) a reference to a statute, regulation, proclamation, ordinance or local laws includes all statutes, regulations, proclamations, ordinances or local laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances or local laws issued under that statute;
- (h) a reference to a party includes that party's executors, administrators, successors and permitted assigns;
- (i) if a party comprises 2 or more persons, each person is liable for their obligations jointly and severally.

33 GENERAL

33.1 Each party must do everything necessary or desirable to give effect to the provisions of this Contract.

33.2 If a provision in this Contract is wholly or partly invalid or unenforceable, the provision or part of the Contract that is invalid or unenforceable is deemed to be deleted from this Contract to the fullest extent possible. The validity and enforceability of the remaining part of the provision (if capable of applying) and the remaining provisions in this Contract are unaffected.

33.3 A provision of this Contract capable of applying or taking effect after the settlement date does not merge on settlement and continues to bind the parties.

33.4 With respect to rights generally:

- (a) A waiver by a party of its rights under this Contract must be in writing.
- (b) A failure to exercise its rights, delay in the exercising of its rights or a part exercise of its rights does not constitute a waiver by a party of such rights.
- (c) A waiver of one breach of one provision does not constitute a waiver of another breach of that provision or a breach of any other provisions in this Contract.

33.5 The Purchaser must not assign its rights and obligations under this Contract.

33.6 This Contract and Section 32 Statement constitutes the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties.

- 33.7 This Contract is governed by and must be interpreted by the laws of Victoria.
- 33.8 A variation to this Contract must be in writing and signed by the parties or the parties' authorised officers or representatives.
- 33.9 The rights of the parties under or arising under this Contract are cumulative and do not exclude any other rights of the parties.
- 33.10 If a person executes this Contract on behalf of a company or an incorporated association that person in a personal capacity warrants that that person has authority to enter this Contract on behalf of the company or incorporated association.

INFORMATION ONLY

General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 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

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the Building Act 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

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

The transfer of land document 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. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11

- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the Banking Act 1959 (Cth) is in force.

11.6 At settlement, the purchaser must pay the fees on up to three 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 reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and
- (b) 'GST' includes penalties and interest.

14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) 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*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

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 in the case of a default by a proprietary limited company purchaser.

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

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

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-

- (i) the default is remedied; and
- (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

ANNEXURE A

GUARANTEE AND INDEMNITY

By _____ of _____

AND

By _____ of _____

(collectively '**Guarantor**')

in favour of Darryl Alex Franky Rosairo and Cheryl Ann Pietersz (the '**Vendor**')

BACKGROUND

- A. The Vendor proposes to enter into the attached contract of Sale of Real Estate (the "Contract") with the Purchaser named in the Contract (the '**Purchaser**').
- B. In consideration of the Vendor entering into the Contract the Guarantor has agreed to guarantee the Purchaser's performance of the Contract and indemnify the Vendor in accordance with this guarantee and indemnity.

OPERATIVE PROVISIONS

1 Guarantee and Indemnity

- 1.1 In consideration of the Vendor entering into this Contract at the Guarantor's request, the Guarantor
- (a) guarantees punctual payment of all money which the Purchaser must pay the Vendor under the Contract, including any costs which the Purchaser must pay because of any default;
 - (b) guarantees the observance and performance of any term of the Contract by the Purchaser; and
 - (c) indemnifies the Vendor and will keep the Vendor indemnified against all losses, damages, costs, charges and expenses which the Vendor may incur or suffer because of a default by the Purchaser in payment of any money or observance or performance of any of the terms of the Contract.
- 1.2 Any money payable under the Contract which may not be recoverable from the Purchaser must be paid by the Guarantor to the Vendor upon demand. The Guarantor must pay that money to the Vendor even if the Vendor knows or should have known that the money cannot be recovered from the Purchaser.
- 1.3 The Guarantor's liability will not be affected by any of the following:
- (a) the granting of any concession to the Purchaser or to any other party;
 - (b) any compounding of the obligations of the Purchaser or any other party;
 - (c) any release or discharge of the obligations of the Purchaser or any other party from liability under the Contract;
 - (d) any change to or renewal of any securities, assets or any of the Vendor's rights;
 - (e) anything done or not done by the Vendor in exercising its rights under this contract;
 - (f) anything which might affect this Guarantee and Indemnity but for this sub-clause;
 - (g) the Vendor obtaining a judgment against the Purchaser in any Court for payment of any money owing by the Purchaser;
 - (h) the Vendor agreeing to the Purchaser making an assignment for the benefit of the Purchaser's creditors or any arrangement with creditors under the insolvency laws;
 - (i) any other person giving or failing to give the Vendor an indemnity or to guarantee the Purchaser's obligations under the contract;
 - (j) the Purchaser's liability ending for any reason;

- (k) the invalidity of any indemnity, guarantee or security held by the Vendor in respect of the Purchaser's or the Guarantor's obligations;
- (l) the Purchaser assigning its interest under the Contract to another person;
- (m) any alteration or extension of the Contract and this guarantee and indemnity, whether or not the Purchaser or the Guarantor has agreed to the alteration or extension; or
- (n) any arrangement made between the Vendor and Purchaser with or without the consent of the Guarantor.

1.4 The Guarantor's liability extends to any money which the Purchaser has paid the Vendor and which the Vendor has repaid or been required by law to repay for any reason.

1.5 This guarantee and indemnity will remain in force until the Guarantor has paid the Vendor the full amount for which the Guarantor or Purchaser is liable.

1.6 This guarantee and indemnity continues beyond termination of the Contract and does not expire at that time.

2 Joint and Several Liability

2.1 Where the Guarantor consists of more than one person, the obligations on the Guarantor in this guarantee and indemnity binds all of those persons jointly and each of them severally.

2.2 The Vendor may enforce its rights under this guarantee and indemnity and proceed against any one or more of the persons named as Guarantor in the manner, order and at the times the Vendor determines in its discretion. The Vendor is not required to enforce its rights or proceed against all of the persons named as the Guarantor.

2.3 A notice given by the Vendor to any one Guarantor is to be considered to have been given to all of the persons named as the Guarantor.

2.4 A reference to the Guarantor is a reference to all of the persons named as the Guarantor together and each of them separately.

2.5 This guarantee and indemnity binds each of the persons who execute it as a Guarantor even if:

- (a) any one or more of the other persons named as a Guarantor do not execute this guarantee and indemnity; or
- (b) execution by one or more of those other persons is or becomes void, voidable, illegal or unenforceable.

3 Enforceability of Guarantee and Indemnity

3.1 The Vendor can enforce this guarantee and indemnity without first taking any action against the Purchaser.

3.2 This guarantee and indemnity is enforceable despite:

- (a) any delays, acts or omissions by the Vendor; and
- (b) the Vendor's loss of any indemnity, guarantee or security.

3.3 The Vendor may determine when it will enforce this guarantee and indemnity.

4 Bankruptcy or Liquidation of Purchaser

4.1 If the Purchaser is declared bankrupt or goes into liquidation, the Guarantor must not prove in any bankruptcy or liquidation in competition with the Vendor.

4.2 The Guarantor allows the Vendor:

- (a) to prove for all money which the Purchaser owes the Vendor; and
- (b) to hold a suspense account and appropriate any money received from the bankruptcy or liquidation until the Vendor has received all the money which the Purchaser owes it.

4.3 The Guarantor waives all its rights against the Vendor, the Purchaser and any other person or thing as far as this is necessary to give effect to this guarantee and indemnity.

5 Other Security

- 5.1 This guarantee and indemnity does not affect and is not affected by any other security held or which may be held by the Vendor for any money due under the Contract.
- 5.2 Any other security held in respect of the obligations under the Contract is deemed to be collateral with this guarantee and indemnity.
- 5.3 The Guarantor will not claim the benefit of any security against the Vendor in any proceedings or seek the transfer of any security against the Vendor.

6 Benefit To Guarantor

- 6.1 The Guarantor agrees that it is benefited by the Vendor entering the Contract with the Purchaser.

7 Demands Under Guarantee And Indemnity

- 7.1 A demand made by the Vendor under this clause may be signed by the Vendor's solicitors or agents on its behalf.

8 Notices

- 8.1 All notices must be:
- (a) in legible writing and in English;
 - (b) addressed to the Guarantor at the address or facsimile number (if any) in this guarantee and indemnity or to any other address or facsimile number notified by Guarantor in writing.
 - (c) sent to the recipient by hand, prepaid post (airmail if to or from a place outside Australia) or facsimile;
 - (i) without limiting any other means by which a party may be able to prove that a notice has been received by the other party, a notice will be considered to have been received:
 - (ii) if sent by hand, when left at the address of the recipient;
 - (iii) if sent by pre-paid post, 3 days (if posted within Australia to an address in Australia) or 10 days (if posted from one country to another) after the date of posting; or
 - (iv) if sent by facsimile, on receipt by the sender of an acknowledgment or transmission report generated by the sender's machine indicating that the whole facsimile was sent to the recipient's facsimile number;

EXECUTED AS A DEED on day of 202

Signed sealed and delivered)
by)
in the presence of:)

Signature of witness

Signature of

Name of witness (please print)

Signed sealed and delivered)
by)
in the presence of:)

Signature of witness

Signature of

Name of witness (please print)

INFORMATION ONLY

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

7 Daydream Place, Wollert VIC 3750

Vendor's name

Darryl Alex Franky Rosairo and Cheryl Ann Pietersz

Date

/ /

**Vendor's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not applicable.

6. OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act* 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

Not Applicable.

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Not Applicable.

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	--	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

9. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

12. DUE DILIGENCE CHECKLIST

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

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

13. COMMERCIAL AND INDUSTRIAL PROPERTY TAX

Commercial and Industrial Property Tax Reform Act 2024 (Vic) ('CIPT Act')

The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Council Rates Notice or State Revenue Office Property Clearance Certificate or is as follows:	Please refer to the attached certificates.
Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Council Rates Notice or State Revenue Office Property Clearance Certificate or is as follows:	Date: OR <input checked="" type="checkbox"/> Not Applicable

14. ATTACHMENTS

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

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

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

Register Search Statement
Plan of Subdivision PS436380F
Planning Certificate
Planning and Property Report
Council Information Certificate
Statement Revenue Office Land Tax Certificate
Water Information Statement
Building Certificate
VicRoads Certificate
EPA Certificate
Owners Corporation Section 151 Certificate
Residential Tenancy Agreement
Due Diligence Checklist

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

Page 1 of 2

VOLUME 12187 FOLIO 941

Security no : 124115969104E
Produced 20/06/2024 11:32 AM

LAND DESCRIPTION

Lot 12 on Plan of Subdivision 749883G.
PARENT TITLE Volume 11386 Folio 413
Created by instrument PS749883G 17/02/2020

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
DARRYL ALEX FRANKY ROSAIRO of 6 HOLSTEIN COURT ROWVILLE VIC 3178
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
CHERYL ANN PIETERSZ of 6 HOLSTEIN COURT ROWVILLE VIC 3178
AT081897D 17/03/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT501276C 10/08/2020
AUSTRALIA AND NEW ZEALAND BANKING GROUP 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
AH244569V 24/05/2010

DIAGRAM LOCATION

SEE PS749883G 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: 7 DAYDREAM PLACE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 10/08/2020

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

Page 2 of 2

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS749883G

DOCUMENT END

INFORMATION ONLY

Imaged Document Cover Sheet


The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS749883G
Number of Pages (excluding this cover sheet)	6
Document Assembled	20/06/2024 11:32

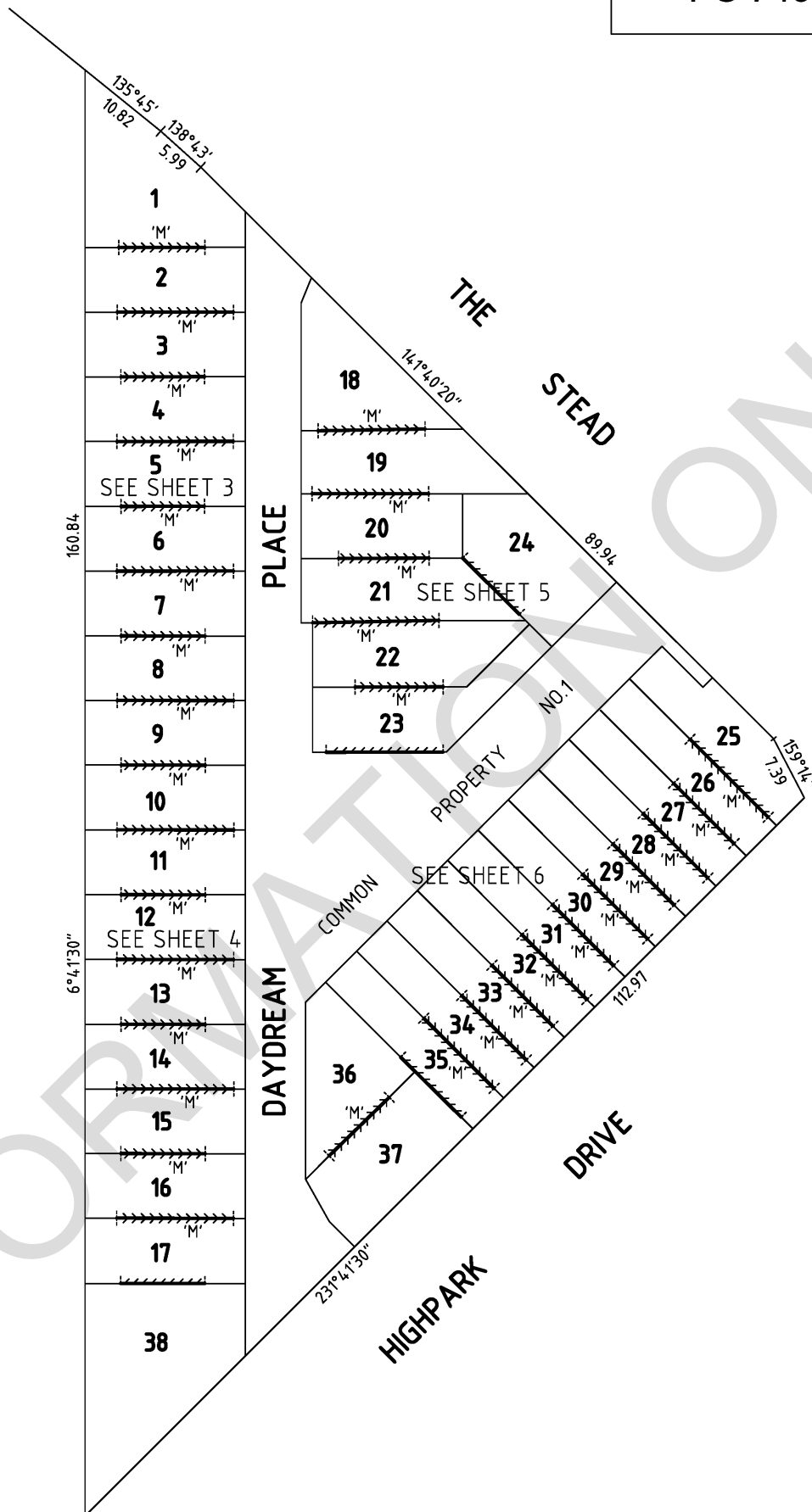
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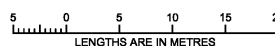
PLAN OF SUBDIVISION			EDITION 1	PS 749883 G
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: SECTION: 12 (Part) CROWN ALLOTMENT: CROWN PORTION: 2 (Part) TITLE REFERENCE: Vol. 11386 Fol. 413 LAST PLAN REFERENCE: PS632824B Lot Q POSTAL ADDRESS: 230J Harvest Home Road, (at time of subdivision) Wollert, 3750. MGA CO-ORDINATES: E: 325015 ZONE: 55 (of approx centre of land in plan) N: 5834990 GDA 94			Council Name: Whittlesea City Council Council Reference Number: 610113 Planning Permit Reference: 610113 SPEAR Reference Number: S144365S 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 not been made Digitally signed by: Courtney Sheridan Turner for Whittlesea City Council on 04/02/2020 Statement of Compliance issued: 04/02/2020	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		<p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.</p> <p>FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND, IF APPLICABLE, OWNERS CORPORATION RULES.</p> <p>Boundaries shown by thick continuous hatched lines are defined by buildings.</p> <p>Location of boundaries defined by buildings:- Median - Boundaries marked 'M'. →→→→→→ Exterior face - All other boundaries.</p>	
NOTATIONS				
DEPTH LIMITATION				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No. DEPTH LIMITATION: DOES NOT APPLY				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
 <p>Phone: (03) 9465 9385</p> <p>LICENSED SURVEYORS / PROFESSIONAL SERVICE</p> <p>Post: PO Box 1349, Bundoora, VIC 3083</p> <p>Email: info@maplandsurveyors.com.au Website: www.maplandsurveyors.com.au</p>		SURVEYORS FILE REF: 5022 Digitally signed by: Martin Powell, Licensed Surveyor, Surveyor's Plan Version (3), 04/02/2020, SPEAR Ref: S144365S		ORIGINAL SHEET SIZE: A3 PLAN REGISTERED TIME: 3.49pm DATE: 17/02/2020 Assistant Registrar of Titles Denise Satti

PS 749883 G



Phone: (03) 9465 9385

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SIZE: A3

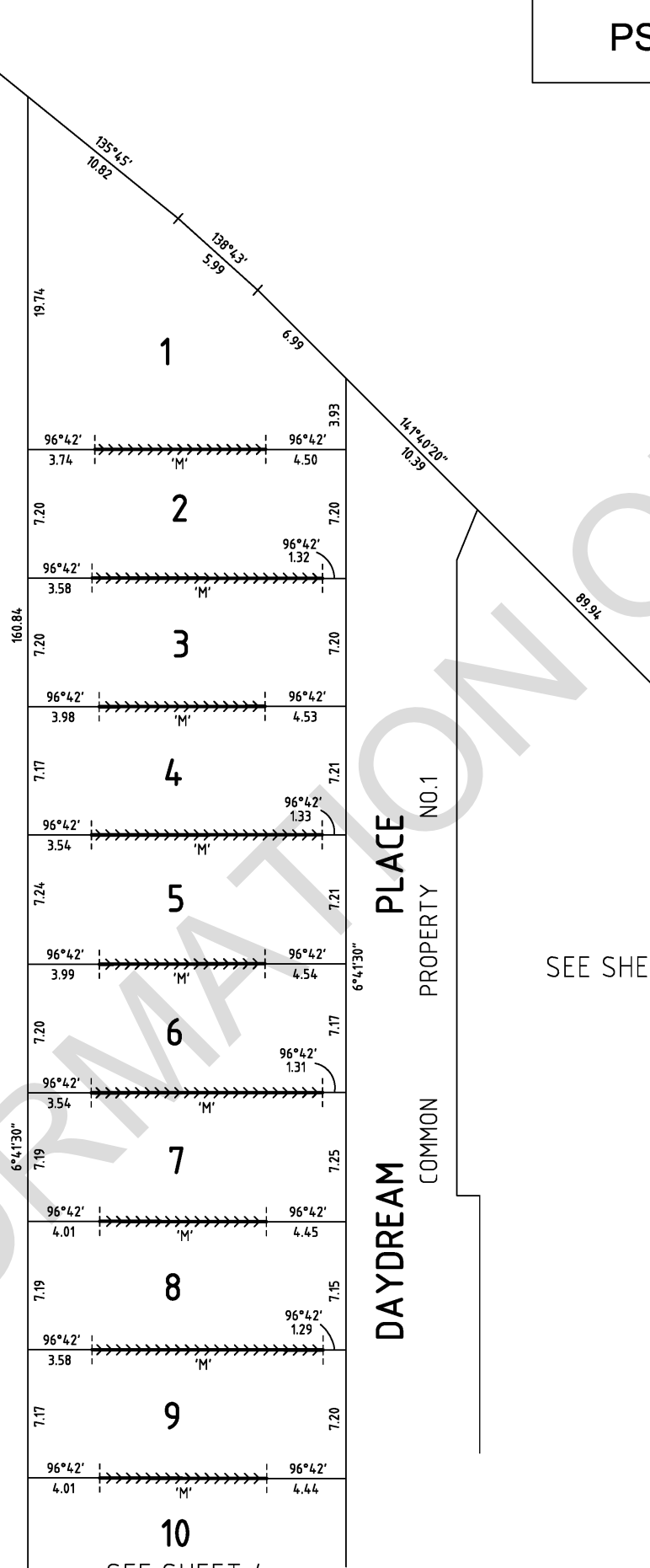
SHEET 2

Digitally signed by: Martin Powell, Licensed Surveyor,
Surveyor's Plan Version (3),
04/02/2020, SPEAR Ref: S144365S

Digitally signed by:
Whittlesea City Council,
04/02/2020,
SPEAR Ref: S144365S

Post: PO Box 1349, Bundoora, VIC 3083
Email: info@maplandsurveyors.com.au Website: www.maplandsurveyors.com.au

PS 749883 G



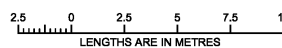
SEE SHEET 5

SEE SHEET 4



Phone: (03) 9465 9385

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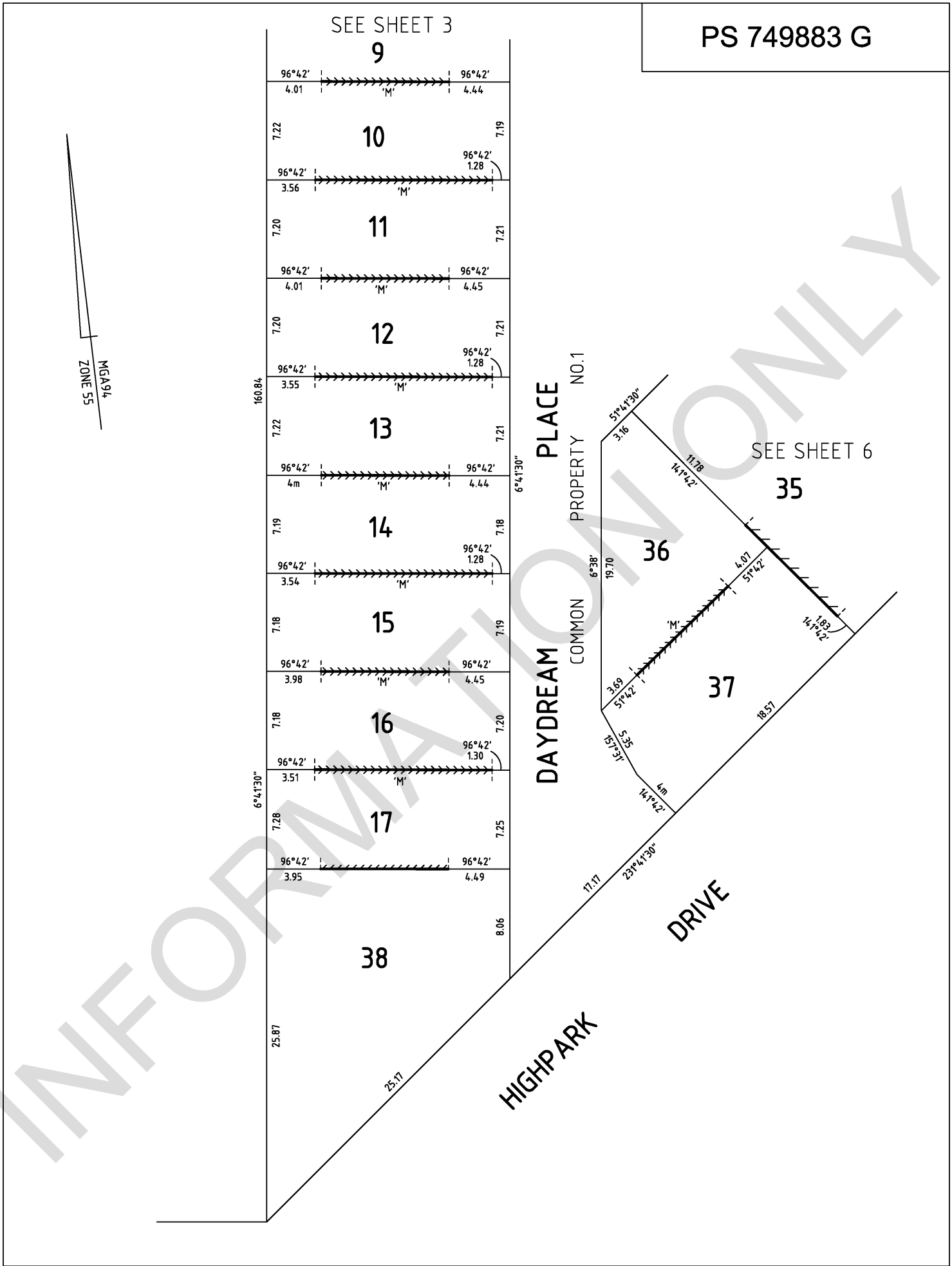
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SHEET 3

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Surveyor's Plan Version (3),
04/02/2020, SPEAR Ref: S144365S

Digitally signed by:
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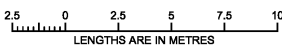


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ORIGINAL SHEET
SIZE: A3

SHEET 4

Digitally signed by: Martin Powell, Licensed Surveyor,
Surveyor's Plan Version (3),
04/02/2020, SPEAR Ref: S144365S

Digitally signed by:
Whittlesea City Council,
04/02/2020,
SPEAR Ref: S144365S

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Email: info@maplandsurveyors.com.au Website: www.maplandsurveyors.com.au

PS 749883 G

SEE SHEET 3

THE STEAD

MG94
ZONE 55

NO.1
PROPERTY
PLACE
DAYDREAM
COMMON

18

19

20

21

22

23

24

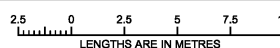
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SEE SHEET 4



Phone: (03) 9465 9385

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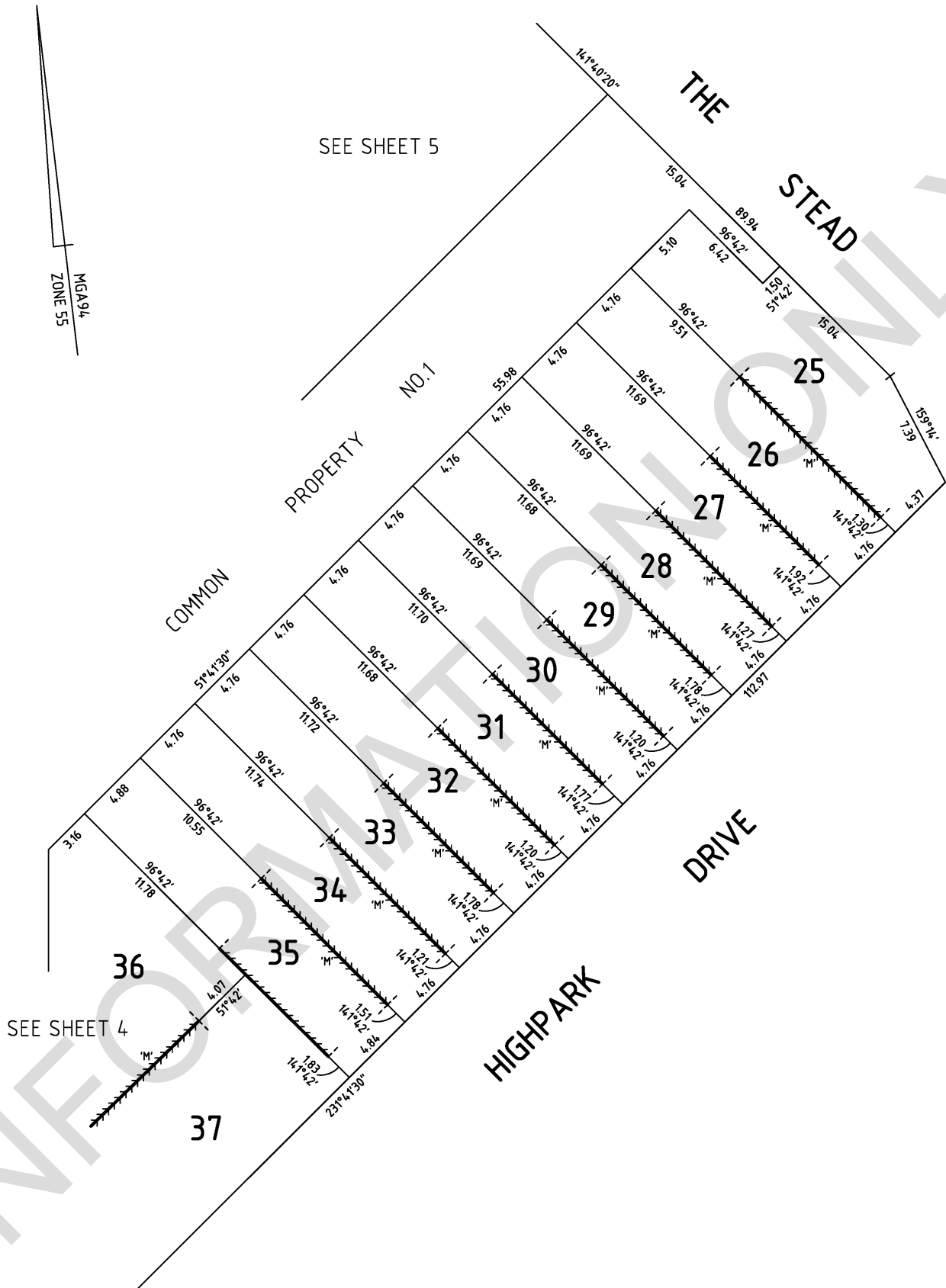
ORIGINAL SHEET
SIZE: A3

SHEET 5

Digitally signed by: Martin Powell, Licensed Surveyor,
Surveyor's Plan Version (3),
04/02/2020, SPEAR Ref: S144365S

Digitally signed by:
Whittlesea City Council,
04/02/2020,
SPEAR Ref: S144365S

Post: PO Box 1349, Bundoora, VIC 3083
Email: info@maplandsurveyors.com.au Website: www.maplandsurveyors.com.au



2.5 0 2.5 5 7.5 10

LENGTHS ARE IN METRES

SHEET 6

Digitally signed by:
Whittlesea City Council,
04/02/2020,
SPEAR Ref: S144365S

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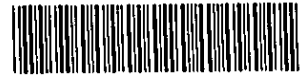
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Form 18

Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:5403317 **Customer Code:** 1167E

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 09354 Folio 345

Authority: Whittlesea City Council, Ferres Boulevard, South Morang, Victoria

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:

[Handwritten Signature]

Name of officer:

David Turnbull

Office held:

CEO

Date:

20/5/2010

AH244569V

24/05/2010 \$102.90 173



Telephone 01 3 9288 0000
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date / /2009

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: Epping North East Local Structure Plan Area
230 Harvest Home Road, Wollert

Purpose: Fixing of land values

Whittlesea City Council

and

Evolve No 10 Pty Ltd ACN 131890965

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173



Agreement under Section 173 of the Planning and Environment Act 1987

DATE / /2009

Dated / /

Parties

Name	WHITTLESEA CITY COUNCIL
Address	of Municipal Offices
Short name	Council

Name	EVOLVE NO 10 PTY LTD ACN 131890965
Address	Suite Basement, 1-29 Albert Road, Melbourne, Vic 3004
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. Council was the Planning Authority for the purposes of Amendment C81 to the Planning Scheme. Amendment C81 rezoned the Subject Land for urban purposes and introduces a Development Contributions Plan into the Planning Scheme and also incorporated the Epping North East Local Structure Plan into the Planning Scheme.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. Under the Epping North East Local Structure Plan, part of the Subject Land is required for the purpose of the provision of infrastructure to service the area to which the Epping North east Local Structure Plan applies. The Epping North East Development Contributions Plan assumes a certain value for land required for the Infrastructure Projects set out in the Epping North East Development Contributions Plan.
- E. Council and the Owner have agreed to fix the value of land for the purpose of:
 - E.1 ascertaining the amount of compensation to be paid to the Owner when that part of the Subject Land which is required for an Infrastructure Project is transferred to Council or any other relevant authority; and
 - E.2 calculating the amount of any public open space contribution payable by the Owner to Council under the Planning Scheme.

Maddocks

- F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AG265279V in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.
- G. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. Definitions

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

CPI means the annual Consumer Price Index (All Groups) Melbourne as published by the Australian Bureau of Statistics.

Developable Land has the same meaning as in the Epping North East Development Contributions Plan.

Epping North East Development Contributions Plan means the Epping North East Development Contributions Plan which is incorporated into the Planning Scheme.

Infrastructure Land means any land required for an Infrastructure Project.

Infrastructure Project means an infrastructure project as identified in the Epping North East Development Contributions Plan.

Land Value means the amount specified in clause 3.2 of this Agreement as adjusted by the index specified in clause 3.3 of this Agreement.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Plan of Subdivision means a plan of subdivision of the Developable Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately or can be re-subdivided.

Planning Scheme means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act 1988*.

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Maddocks

Subject Land means being the land comprised in Certificates of Title Volume 09354 Folio 345 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Specific obligations of the owner

Council and the Owner acknowledge and agree that:

Compensation payable by Council to the Owner

- 3.1 subject to this Agreement and notwithstanding:
 - 3.1.1 any other method specified in any other legislation or regulation for determining the amount of compensation which is to be paid for land acquired by an acquiring authority; and
 - 3.1.2 any other provision in any other legislation or regulation concerning the amount of compensation payable to a person for any loss associated with the requiring or identification of land for a public purpose -

for the purpose of determining the amount of compensation payable to the Owner in respect of the Infrastructure Land or the effect of the Planning Scheme on the Subject Land, the value of the Infrastructure Land is limited and fixed at the Land Value as adjusted by clause 3.3 of this Agreement;

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Maddocks

- 3.2 for the purpose of this Agreement, the Land Value of the Subject Land is fixed at the rate of \$500,000 per hectare on a pro rata basis; .
- 3.3 the Land Value will be adjusted upwards on 1 July each year after the execution of this Agreement by an amount determined by multiplying the Land Value by the CPI in the previous 12 month period;
- 3.4 unless an alternative time is agreed between the parties in writing, the Land Value is payable to the Owner within 28 days of the Infrastructure Land being either transferred to Council or any other road authority or vested in Council or any other road authority as evidenced by the registration of a Plan of Subdivision by the Registrar of Titles;
- 3.5 the provisions of this Agreement in relation to the Land Value are intended to fix the market value and replace any other measure or category of compensation payable to the Owner under the Land Acquisition and Compensation Act 1987, the Act or any other legislation or regulation;
- 3.6 no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the Land Acquisition Compensation Act 1987; and
- 3.7 Council will use the Infrastructure Land for the purposes of the Infrastructure Project to which it relates.

Valuation of Land for purposes of calculating the Public Open Space Contribution

- 3.8 where the Owner is liable to pay a public open space contribution to Council under the Planning Scheme or any document incorporated into the Planning Scheme, the valuation of the land for the purposes of calculating the amount payable is to be fixed at the Land Value specified in clause 3.2 of this Agreement as adjusted by clause 3.3 of this Agreement.

4. Further obligations of the owner

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

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5. Further obligations of council

Council acknowledges and agrees that Council will pay the Owner's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement.

6. Agreement under section 173 of the act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

7. Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

8. Successors in title

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 8.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.2 execute a deed agreeing to be bound by the terms of this Agreement.

9. General matters

9.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 9.1.1 by delivering it personally to that party;
- 9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 9.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

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9.2 Service of Notice

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of 2 business days after the date of posting; or
- 9.2.3 if sent by facsimile, when the sending party receives a confirmation of transmission except that where this occurs after 4 pm, the service is deemed to have been effected on the next following business day.

9.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

9.4 Severability

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 must be severed and the other provisions of this Agreement will remain operative.

9.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

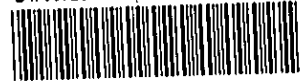
10. GST

- 10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

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11. Commencement of agreement

This Agreement commences on the execution of this Agreement by both parties.

12. Ending of agreement

- 12.1 This Agreement ends when the obligations of Council to pay the Owner in respect of any Infrastructure Land being part of the Subject Land have been fully and finally satisfied under this Agreement and any other Act or Regulation as evidenced by a letter signed by the Owner to that effect.
- 12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.
- 12.3 If prepared and sought by the Owner, Council will execute and hand back to the Owner an application under section 183(2) of the Act to cancel the recording of this Agreement as against any land which is subdivided so as to be finally used for the purpose of a dwelling provided the land is not Infrastructure Land.

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24/05/2010 \$102.90 173



SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL OF WHITTLESEA CITY COUNCIL was hereunto affixed in the presence of:

..... *[Signature]* Chief Executive Officer
 *[Signature]* Councillor

THE COMMON SEAL of EVOLVE NO 10 PTY LTD ACN 131890965 was affixed in the presence of authorised persons:

..... *[Signature]* Director
 **Ashley Peter Williams** Full name
 78 Blessington Street, St Kilda, Vic, 3182 Usual address
 *[Signature]* Director (or Company Secretary)
 *[Signature]* Full name
 *[Signature]* Usual address

Mortgagee's Consent

St. George Bank Ltd as Mortgagee of registered mortgage No. AG265279V consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

EXECUTED in Victoria by ST.GEORGE BANK LIMITED (ACN 055 513 070) by being signed sealed and delivered by its Attorneys
 LENG LIM
 MANAGER SECURITIES

 WARREN MEMBREY
 SENIOR RELATIONSHIP MANAGER

[Signature]
[Signature]

pursuant to Power of Attorney dated 2nd October 1997, a certified copy of which is filed in Permanent Order Book No. 277 at Page 13 Item 3.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS749883G

The land in PS749883G is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 38.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MLB STRATA OF SUITE 4 / 261 - 265 BLACKBURN ROAD DONCASTER EAST 3109

PS749883G 17/02/2020

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:

OC047048G 17/02/2020

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

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OWNERS CORPORATION 1
PLAN NO. PS749883G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
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Lot 26	10	10
Lot 27	10	10
Lot 28	10	10
Lot 29	10	10
Lot 30	10	10
Lot 31	10	10
Lot 32	10	10
Lot 33	10	10
Lot 34	10	10
Lot 35	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/06/2024 11:32:39 AM

OWNERS CORPORATION 1
PLAN NO. PS749883G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	10	10
Lot 37	10	10
Lot 38	10	10
Total	380.00	380.00

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.

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1041960

APPLICANT'S NAME & ADDRESS

SLK LAWYERS C/- INFOTRACK (ACTIONSTEP) C/- LANDATA
DOCKLANDS

VENDOR

ROSAIRO, DARRYL ALEX FRANKY

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

421451

This certificate is issued for:

LOT 12 PLAN PS749883 ALSO KNOWN AS 7 DAYDREAM PLACE WOLLERT
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a VEGETATION PROTECTION OVERLAY - SCHEDULE 2
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 21
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

20 June 2024

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

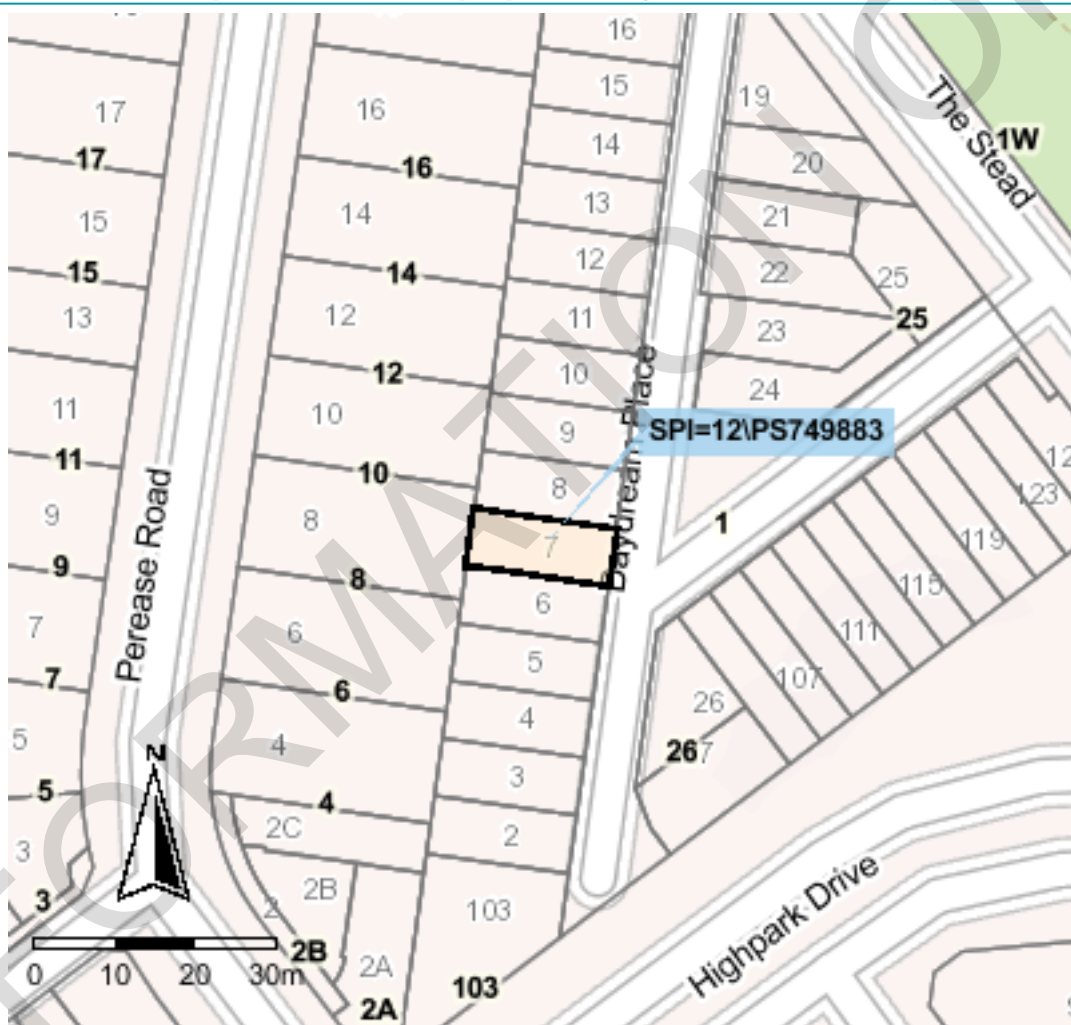
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T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 04 July 2024 11:37 AM

PROPERTY DETAILS

Address: **7 DAYDREAM PLACE WOLLERT 3750**
Lot and Plan Number: **Lot 12 PS749883**
Standard Parcel Identifier (SPI): **12\PS749883**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1099019**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 181 K2**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

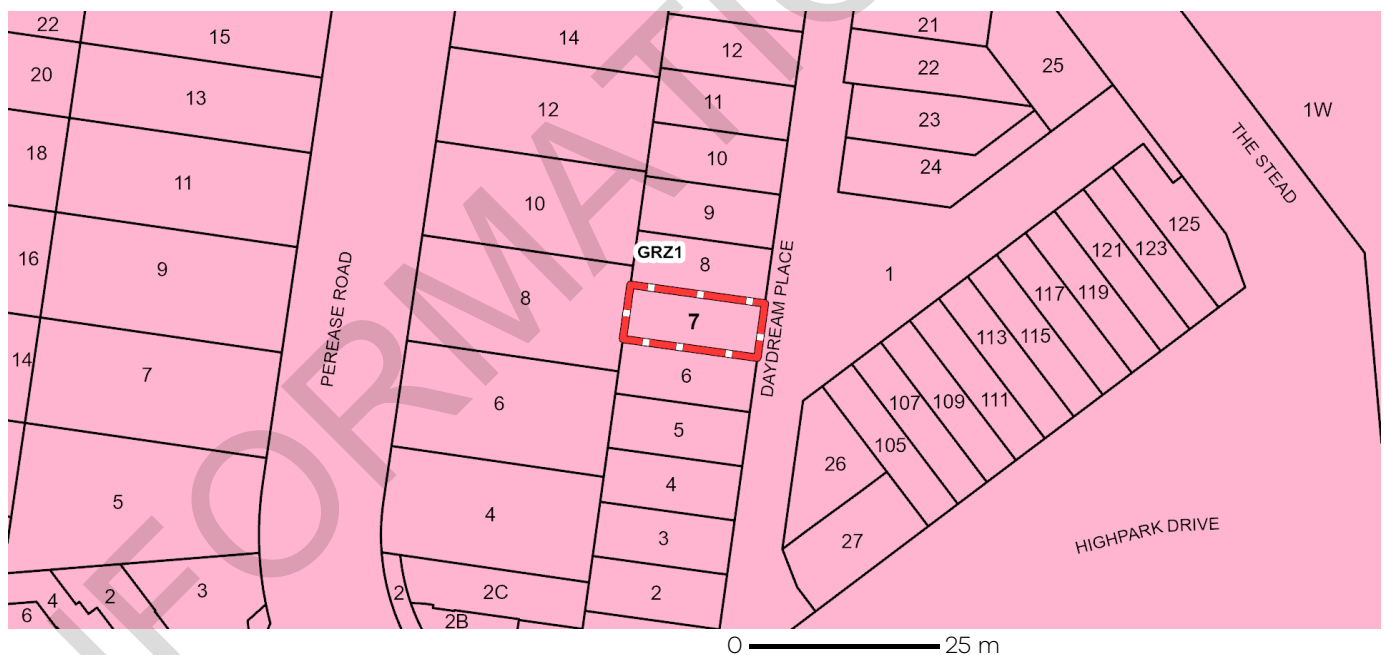
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 (DCPO10)

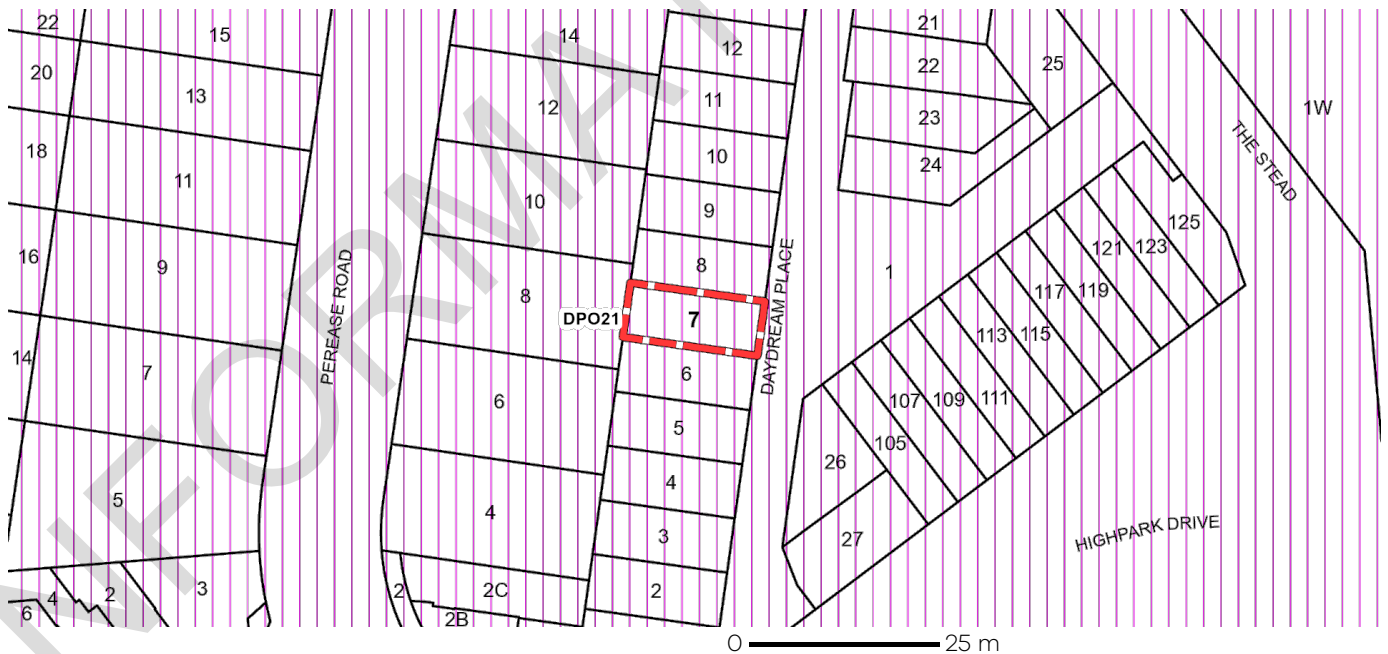


 **DCPO - Development Contributions Plan Overlay**

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 (DPO21)



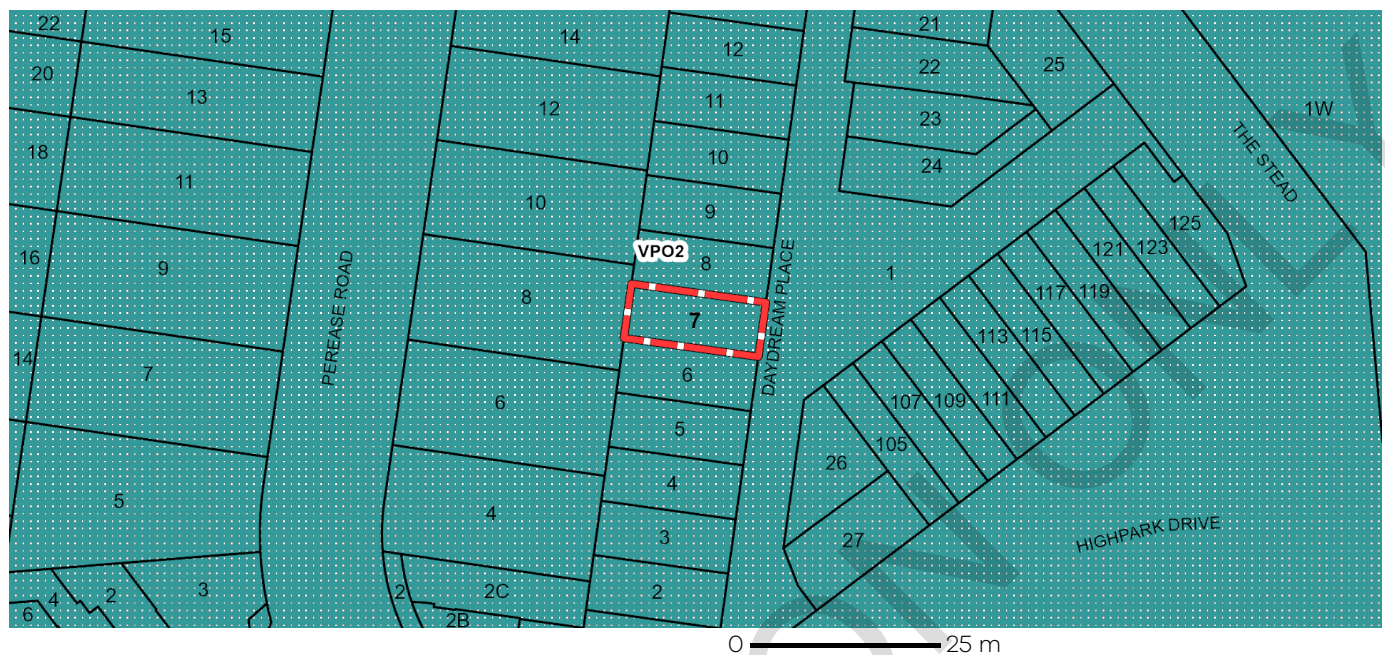
 **DPO - Development Plan Overlay**

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

Planning Overlays

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 2 \(VPO2\)](#)



VPO - Vegetation Protection Overlay

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Further Planning Information

Planning scheme data last updated on 26 June 2024.

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

<https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 04 July 2024 11:37 AM

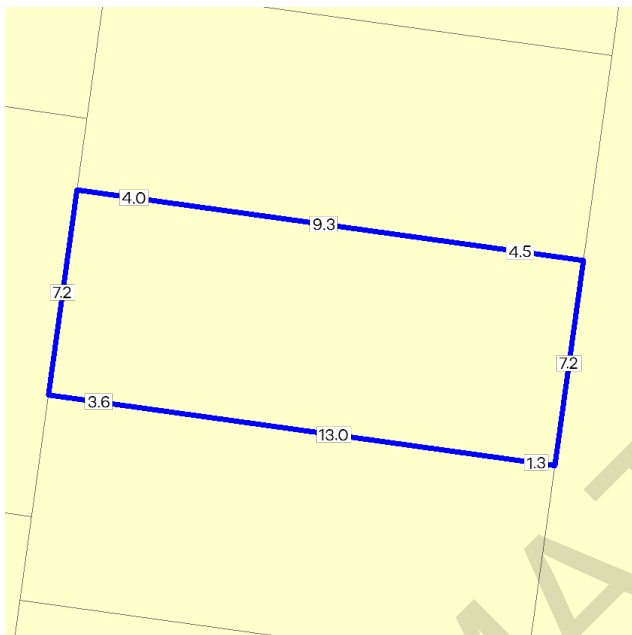
PROPERTY DETAILS

Address: **7 DAYDREAM PLACE WOLLERT 3750**
Lot and Plan Number: **Lot 12 PS749883**
Standard Parcel Identifier (SPI): **12\PS749883**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1099019**
Directory Reference: **Melway 181 K2**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 128 sq. m

Perimeter: 50 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



Date of issue
21/06/2024

Assessment No.
1099019

Certificate No.
161770

Your reference
73255159-019-7

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2024

Property location: 7 Daydream Place WOLLERT 3750

Description: LOT: 12 PS: 749883G

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$450,000	\$47,500	\$22,500

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2023 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2023	\$1,063.00
Fire services charge (Res) levied on 01/07/2023	\$125.00
Fire services levy (Res) levied on 01/07/2023	\$20.70
Waste Service Charge (Res/Rural) levied on 01/07/2023	\$171.45
Waste Landfill Levy Res/Rural levied on 01/07/2023	\$11.85
Arrears to 30/06/2023	\$0.00
Interest to 21/06/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,392.00

Balance of rates & charges due: \$0.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$0.00**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

2. Outstanding or potential liability / sub-divisional requirement:

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

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1099019



Phone 1300 301 185
Ref 1099019



Biller Code 5157
Ref 1099019

Property Clearance Certificate

Land Tax



INFOTRACK / SLK LAWYERS

Your Reference:	251418
Certificate No:	78930459
Issue Date:	09 JUL 2024
Enquiries:	ESYSPROD

Land Address: 7 DAYDREAM PLACE WOLLERT VIC 3750

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47045360	12	749883	12187	941	\$192.50

Vendor: CHERYL PIETERSZ & DARRYL ROSAIRO
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR DARRYL ALEX ROSAIRO	2024	\$47,500	\$192.50	\$0.00	\$192.50


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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$450,000
SITE VALUE:	\$47,500
CURRENT LAND TAX CHARGE:	\$192.50



Notes to Certificate - Land Tax

Certificate No: 78930459

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. 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.
8. 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 = \$47,500

Calculated as \$0 plus (\$47,500 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Bill Code: 5249
Ref: 78930459

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 78930459

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / SLK LAWYERS

Your Reference:	251418
Certificate No:	78930459
Issue Date:	09 JUL 2024
Enquires:	ESYSPROD

Land Address: 7 DAYDREAM PLACE WOLLERT VIC 3750					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
47045360	12	749883	12187	941	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$450,000
SITE VALUE:	\$47,500
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 78930459

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / SLK LAWYERS

Your Reference:	251418
Certificate No:	78930459
Issue Date:	09 JUL 2024

Land Address: 7 DAYDREAM PLACE WOLLERT VIC 3750

Lot	Plan	Volume	Folio
12	749883	12187	941

Vendor: CHERYL PIETERSZ & DARRYL ROSAIRO

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 78930459

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. 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.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

<p>BPAY</p> <p></p> <p>Billers Code: 416073 Ref: 78930450</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <p></p> <p>Ref: 78930450</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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20th June 2024

SLK Lawyers C/- InfoTrack (ActionStep) C/- LANDATA
LANDATA

Dear SLK Lawyers C/- InfoTrack (ActionStep) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	7 DAYDREAM PLACE WOLLERT 3750
Applicant	SLK Lawyers C/- InfoTrack (ActionStep) C/- LANDATA LANDATA
Information Statement	30859767
Conveyancing Account Number	7959580000
Your Reference	421451

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	7 DAYDREAM PLACE WOLLERT 3750
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

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

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

Melbourne Water Property Information Statement

Property Address	7 DAYDREAM PLACE WOLLERT 3750
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STATEMENT UNDER SECTION 158 WATER ACT 1989

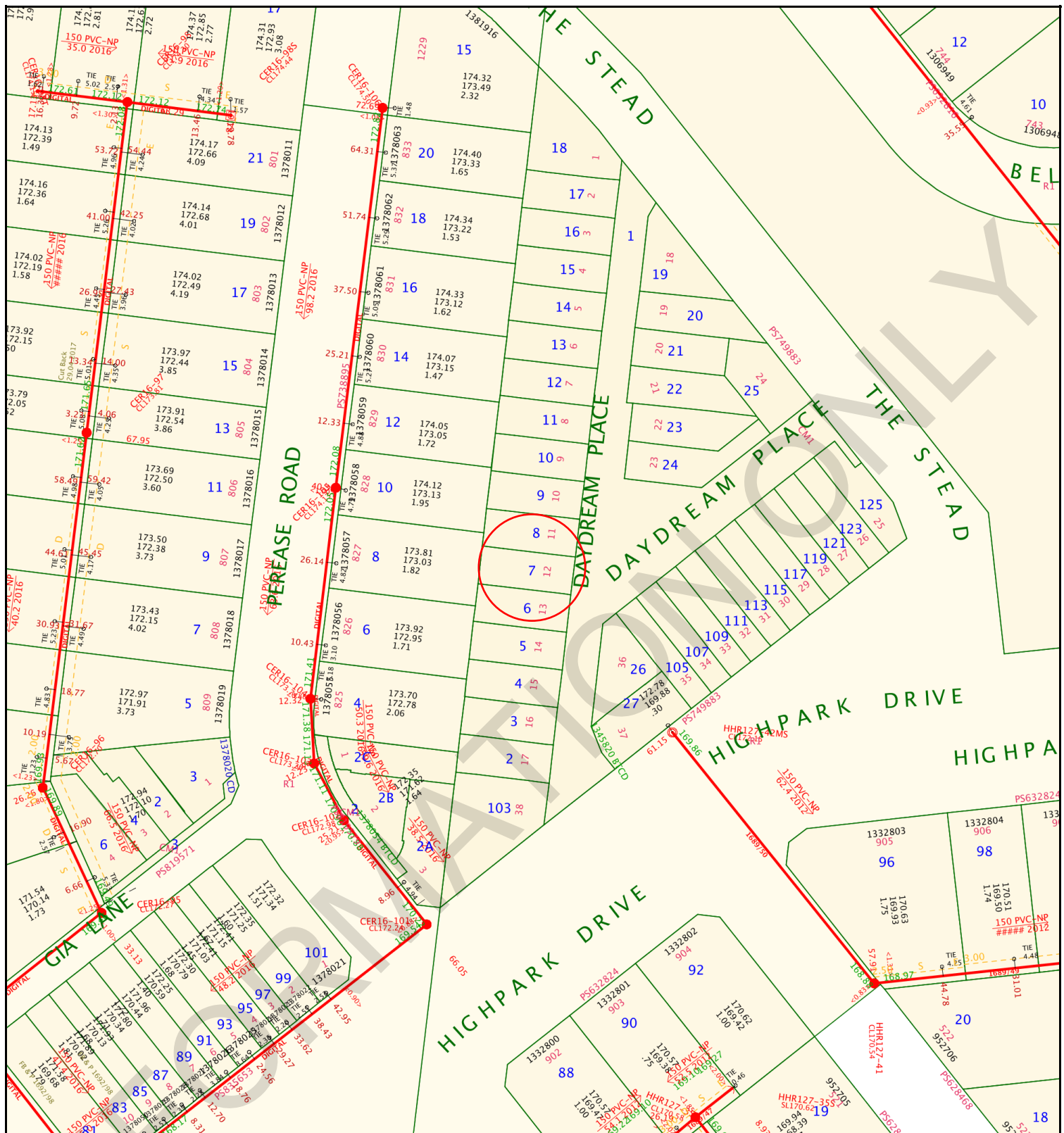
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



Yarra Valley Water Information Statement Number: 30859767

Address	7 DAYDREAM PLACE WOLLERT 3750
Date	20/06/2024
Scale	1:1000



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

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

SLK Lawyers C/- InfoTrack (ActionStep) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4937332557
Rate Certificate No: 30859767

Date of Issue: 20/06/2024
Your Ref: 421451

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
7 DAYDREAM PL, WOLLERT VIC 3750	12\PS749883	5187367	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2024 to 30-06-2024	\$20.03	\$0.00
Residential Sewer Service Charge	01-04-2024 to 30-06-2024	\$114.47	\$0.00
Parks Fee *	01-04-2024 to 30-06-2024	\$21.10	\$0.00
Drainage Fee	01-04-2024 to 30-06-2024	\$29.38	\$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			-\$2.03 cr
Total for This Property			-\$2.03 cr

* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Recycled water is available at this property

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

Property No: 5187367

Address: 7 DAYDREAM PL, WOLLERT VIC 3750

Water Information Statement Number: 30859767

HOW TO PAY



Bill Code: 314567
Ref: 49373325577

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

ASPER PTY LTD Building Surveying

ABN 91 146 893 307

FORM 2

Building ACT 1993

Building Regulations 2018 Regulation 37(1)



BUILDING PERMIT NO. BS-U112520182146 DATE ISSUED 27/08/2018

Number **230J** Street/Road **Harvest Home Road** Suburb **Wollert** Postcode **3750**

1 Issued to

Owner / <u>Agent of Owner</u> M Constructions Pty Ltd ACN/ARBN:
Postal Address: Suite 22 Level 1, 797 Plenty Road Suburb: South Morang Postcode 3752
Address for serving or giving of documents: S22 Level 1, 797 Plenty Road
Suburb: South Morang Postcode 3752
Contact person: Rida Almosawi Telephone: 9422 5405

Lessee responsible for building work

Indicate if a lessee of the building, of which parts are leased by different persons, is responsible for the alterations to part of the building leased by that lessee: **N/A**

Ownership Details

Owner: Echotech Sustainable Homes P/L ACN/ARBN:
Postal Address: 30 Street/Road Watt Ave Suburb Oak Park Postcode 3046
Contact person: Alex Almosawi Telephone: 9422 5405

Property Details

Number 230J Street/Road Harvest Home Road Suburb Wollert Postcode 3750
Lot Q LP/PS - Volume - Folio -
Crown Allotment: Section: - Parish: - County:
Municipal District: City of Whittlesea

Builder 2

Name Seascope Constructions Pty Ltd – David Sagor Telephone: 9422 5405
Address for serving or giving of documents: S22 Level 1, 797 Plenty Road
Suburb: South Morang Postcode 3752

Details of Building Practitioners and Architects

1. To be engaged in the Building work 3

Name	Registration Number	Category
David Sagor	DB-U 13307	Domestic Builder Unlimited

2. Who were engaged to prepare documents forming part of the application for this permit 4

Name	Registration Number	Category
Rosario Stivala	EC 33502	Civil Engineer
David Sagor	DB-U 13307	Domestic Builder Unlimited

Details of domestic building work insurance 5

The issuer or provider of the required insurance policy is: **VMIA Policy #C375829-C375876**

Owner Builder Certificate of Consent: N/A

www.asper.com.au

Mob: 0424 740 699 E: info@asper.com.au

P.O. Box 6140, Wantirna VIC

BUILDING PERMIT NO. BS-U112520182146 DATE ISSUED 27/08/2018

Number **230J** Street/Road **Harvest Home Road** Suburb **Wollert** Postcode **3750**

Details of relevant planning permit

Planning permit number: **715981** Date of grant of planning permit #: **03/03/2017**

Nature of the building work:

Construction of a **New Building**, extension, internal alteration, change of use, demolition, removal or re-erection of a building: **Construct a thirty-seven double storey residential townhouse with an associated garage.**

Stage of the building work permitted: **All**

Total floor area of new building work: **141.12 msq x 37**

Total cost of the building work: **\$ 6,330,000.00**

State levy cost associated: **\$ 8,102.00**

Building Classification:

Part of Building: **ALL** NCC/BCA Classification: **1a/10a** Occupation or Use of building: **Residential**

Storeys Contained: - Rise in Storeys: - Effective Height: - Type of Construction: -

Version of the BCA/NCC / Conditions and Required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in Appendix A and Appendix B Applicable NCC/BCA Year: **2016 & Building Regulations 2018**

Performance / Alternative Solution (If Applicable):

An Alternative Solution was used to determine compliance with the following Performance Requirements of the NCC/BCA that relate to this project: **N/A**

Building Appeals Board determinations: (If Applicable)

The following determination of the Building Appeals Board relate to this project: **N/A**

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

An Occupancy Permit / Certificate of Final inspection is required prior to the occupation or use of this building

Commencement and completion

This building work must commence by: 27/08/2019

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by: 27/08/2020

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

BUILDING PERMIT NO. BS-U112520182146 DATE ISSUED 27/08/2018

Number **230J** Street/Road **Harvest Home Road** Suburb **Wollert** Postcode **3750**

Inspection requirements

The mandatory notification stages are:

Inspection of: **Piles, pre-slab, concrete reinforcement steel, Framework, Completion/ Final** Inspection at completion of work.

NOTE: Builder must provide a copy of the roof manufacturers design prior to the completion of the framework for approval by this office. A minimum of 48 hours is required for mandatory inspections.

Relevant Building Surveyor



Paul Milner BS-U1125

NOTES:

- 1 Under Regulation 41, 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 of the builder carrying out the building work. The penalty for non-compliance is 10 penalty points.
2. Under Regulation 43, 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 responsible steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
3. Include building practitioners with continuing involvement in the building work.
4. Include only building practitioners with no further involvement in the building work.
5. Domestic builders carrying out domestic building work forming part of this 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**

BUILDING PERMIT NO. BS-U112520182146 DATE ISSUED 27/08/2018

Number **230J** Street/Road **Harvest Home Road** Suburb **Wollert** Postcode **3750**

Appendix "A"

Conditions of Approval

The building permit for this project has been issued subject to the following conditions:

- Builder is to comply with the relevant Council By-laws
- Display details of this Building Permit to the public
- Ensure that this worksite is made secure and safe from public access at all times
- Builder is to ensure the workplace is in accordance with the relevant Worksafe Practices and OH&S requirements
- Documents supported this Building Permit are:

ARCHITECTURAL DRAWING BY M CONSTRUCTIONS PTY LTD, LAND SURVEY / SITE SURVEY ASSESSMENT BY WATSONSMAP INTRAX
ENERGY RATING BY URBAN LEAF
CERTIFICATE OF TITLE / TITLE PLAN / LAND SURVEY PLAN BY INTRAX
CITY OF WHITTLESEA BUILDING INFORMATION CERTIFICATE LEGAL POINT OF STORM WATER DRAINAGE
BUILDERS WARRANTY INSURANCE / TOWN PLANNING PERMIT
SOIL REPORT BY INTRAX # 73814 SITE CLASSIFICATION P PROBLEM SITE
CIVIL DESIGN & STRUCTURAL ENGINEERS DESIGN BY INTRAX COMPUTATIONS CERTIFICATE OF COMPLIANCE BY ROSARIO STIVALA

Appendix "B"

Required Certificates

1. A Compliance Certificate is required from the Electrician, Thermal Insulation Statement, Water-proofer Statement, Glazier & Plumber at the completion of these works.

Building and Construction Industry Security of Payment Act 2002
BUILDING REGULATIONS 2018

Building Act 1993

TERMS OF ENGAGEMENT

1. Scope of Appointment

- Assess the application under the Act and Building Code of Australia deemed to satisfy controls and issue the building permit.
- Collect and remit the applicable building permit levy to the Victorian Building Authority and relevant council legislation fees.
- Conduct mandatory inspections and issue statutory directions as necessary for proper completion of works.
- Issue the applicable Occupancy Permit or Certificate of Final Inspection.
- Provide copies of all relevant permit documents to the council.

2. Inspections

- The number of inspections that are included in the Building Permit are as per page 4 of the Building Permit. Further inspections requested by the client or required by the Relevant Building Surveyor (RBS) – Paul Milner of ASPER PTY LTD (I be charged as per the fee detailed on the Building Permit Correspondence.
- Fees for additional inspections are payable within 14 days of invoice and prior to the issuing of the Occupancy Permit or Certificate of Final Inspection.

Conditions of Engagement

1. Disbursements

- a. State Government building permit levy as nominated by ASPER PTY LTD must be paid before a building permit can be issued by the RBS pursuant to Section 201 of the Act.
- b. Statutory fees incurred by the RBS over and above the sum nominated by ASPER PTY LTD to property information and the like will be charged at cost.
- c. Council fees and government levies (where applicable) will be disbursed to the relevant authorities.

2. Payment

The fee specified by is payable prior to consideration of the building permit application. Schedule 2 of the Act requires an application for a building permit to be accompanied by the fee determined by the council in accordance with the Local Government or as determined by the relevant private building surveyor. ASPER may consent to an alternate arrangement however under the Building and Construction Industry Security of Payment Act 2002 fees payable must be paid within the specified terms indicated on the tax issued by ASPER. Failure to pay fees within the terms may incur interest and debt recovery disbursements involved in recuperating outstanding fees.

3. Client Authority

The client warrants that the Client is the owner of the land at the project address referred to or that the Client is the duly authorised agent of the said owner. If required by the RBS the Client will produce written authority of the owner of the land to authorise the client to act on behalf of the owner.

4. No Dual Appointments

It is an offence pursuant to Section 78 of the Act to appoint a person as an RBS if another building surveyor has already been appointed or otherwise Authorised for the project. The client therefore warrants that no other building surveyor has been appointed (or has otherwise commenced duties) in relation to the project referred to in this agreement.

5. Planning Permits

The Client shall be responsible for obtaining (and the cost of) any planning permit and shall provide a copy of the planning permit and approved planning permit drawings to the RBS. The RBS shall not be required to issue a building permit after being appointed until any required planning permit and approved planning permit drawings are received by the RBS.

6. Entire Agreement and no Representations

These terms and conditions constitute the entire agreement between the RBS and the Client and no reliance may be placed by the Client upon any oral discussions or representations made prior to or at the time of signing this agreement. The Client will make no claim or demand in relation to any such representations either at common law or alleged breach of the Trade Practices Act 1974 (Commonwealth) or the Fair Trading Act 1985 (Vic). The RBS is not an estimator or quality surveyor and is not engaged by the Client to provide costing or estimating services.

7. Additional Services

Where the Client requests additional services from the RBS, that are not included in the scope of mandatory services described in the initial agreement the RBS, shall not be obliged to proceed with such additional work until a request is received from the Client and agreed to by the RBS.

In the event that additional inspections or other work is required by;

- (a) The Client,
- (b) The scope of the mandatory services specified in the initial agreement and/or
- (c) Act or Regulations required the RBS to proceed with such further work complete the obligations and functions of the RBS, the RBS shall be entitled to deliver an account to the Client for such additional work. The amount of such fees shall be calculated in accordance with the initial agreement and payment shall be duly made within fourteen (14) days of invoice.

8. Client to Notify Relevant Building Surveyor of other Building Practitioners

The Client must give written notice to the RBS of each building practitioner engaged by the Client for the building work referred to in this agreement, including details of any building practitioner certificates issued to the building practitioner under Part 11 of the Act. Such notice must be given either upon the appointment of the RBS where the Client has already engaged a building practitioner/s or within fourteen (14) days of the client engaging the building practitioner/s where the building practitioner/s is/are engaged after the appointment of the Relevant Building Surveyor.

9. Termination of Appointment

The appointment of the RBS may be terminated by the Client only with the written consent of the Building Control Commission. On such termination the RBS shall be entitled to be paid all fees and disbursements incurred to the date of termination. In the event that the building work nominated in this agreement is terminated before commencement or completion, the Client must notify the Building Control Commission by written notice. When this written notice is issued the appointment of the RBS shall be deemed to be terminated. The Client must thereupon pay all fees and disbursements incurred to the date of termination and the RBS shall be entitled to deliver an account for the same. Furthermore the Client must not engage another RBS to complete the functions of the RBS specified in this agreement in respect of the building work without the written consent of the Building Control Commission.

10. The Building Permit & the RBS

The building permit issued will be an assessment of the drawings for compliance with the Building Act and Regulations and not the serviceability, quality or functionality of the work approved by the permit. This appointment of an RBS is limited to ensuring the work carried out complies to the Act and Regulations that are applicable at this time. The RBS is responsible for the carrying out of inspections that will be listed on the Building Permit. The client is responsible to ensure that the RBS is adequate for inspection and shall ensure that works do not continue beyond the notification stage until the inspection is approved.

11. Purpose of Inspection

Inspections carried out will be the minimum required to ensure compliance with the Act and Regulations and not supervision of all the work. It is the responsibility of the builder to construct the building fully in accordance with the approved permit documents. Variations must be approved by the RBS prior to construction and those variations that require further document survey and assessment and/or approval will incur an additional fee.

12. Building Notices & Orders

Building Notices and Orders are formal documents prescribed in the Regulations when breaches and non-compliances are identified for the purpose of securing compliance with the permit documents and other relevant provisions of the Regulations. Notices and Orders are required to be served as a matter of course for significant areas of non-compliance or where safety is or may be compromised. In the case of routine rectification works an inspection report or letter will normally be sent to the owner and/or builder as applicable and in the event of non-response within an appropriate time (7, 14 or 30 days) a Building Notice will be produced.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

SLK Lawyers C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 421451

NO PROPOSALS. As at the 20th June 2024, 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®.

7 DAYDREAM PLACE, WOLLERT 3750
CITY OF WHITTLESEA

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: 20th June 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 73255159 - 73255159112528 '421451'

Extract of EPA Priority Site Register

Page 1 of 2

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 7 DAYDREAM PLACE
SUBURB: WOLLERT
MUNICIPALITY: WHITTLESEA
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 181 Reference K2
DATE OF SEARCH: 20th June 2024

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

Extract of EPA Priority Site Register

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

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 28th June 2024

1. OWNERS CORPORATION DETAILS

Plan Number: 749883G

Address of Plan: Daydream Place Wollert Victoria 3750

Lot Number this statement relates to: 12

Unit Number this statement relates to: 7

Postal Address: PO BOX 161 Brunswick Victoria 3056

2. CERTIFICATE DETAILS

Vendor: Mr Darryl Alex Franky Rosairo & Ms Cheryl Ann Pietersz

Postal Address for Lot 12: 7 Daydream Place Wollert Victoria 3750

Purchaser:

Person requesting Certificate: InfoTrack on behalf of SLK Lawyers

Reference: (Ref: 251418)

Address: North Tower, Level 5/459 Collins St, Melbourne VIC 3000

Fax:

E-mail: ownerscorp@infotrack.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 12

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 12 are **1,447.38 per annum** commencing on 1 March 2024.
Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/03/24 to 31/05/24	376.44	01/03/24	Paid
01/06/24 to 31/08/24	356.98	01/06/24	Paid
01/09/24 to 30/11/24	356.98	01/09/24	To be Issued
01/12/24 to 28/02/25	356.98	01/12/24	To be Issued
01/03/25 to 31/05/25	361.84	01/03/25	To be Issued

Maintenance Fund

The annual maintenance levy fees for Lot 12 are **592.12 per annum** commencing on 1 March 2024.
Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/03/24 to 31/05/24	128.29	01/03/24	Paid
01/06/24 to 31/08/24	154.61	01/06/24	Paid
01/09/24 to 30/11/24	154.61	01/09/24	To be Issued
01/12/24 to 28/02/25	154.61	01/12/24	To be Issued
01/03/25 to 31/05/25	148.03	01/03/25	To be Issued

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 28th June 2024

For Plan No. 749883G - Lot 12

4. CURRENT LEVY POSITION FOR LOT 12

Fund	Balance	Paid To
Administrative	0.00	31 August 2024
Maintenance Fund	0.00	31 August 2024
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 12.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 12 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 28 June 2024:

Account / Fund	Amount
Administrative Fund	19,058.08
Maintenance Fund	48,084.15
TOTAL FUNDS HELD AS AT 28 JUNE 2024	\$67,142.23

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

Policy No.	HS0006120752
Expiry Date	15-February-2025
Insurance Company	Flex Insurance
Broker	Whitbread Associates Pty Ltd
Premium	24959.69

Cover Type

Cover Type	Amount of Cover
Appeal Expenses	100,000
Building Catastrophe	2,697,390
Building Catastrophe - Loss of Rent/Temp Accom	404,608
Building Catastrophe - Removal of Contents/Evacuat	134,869
Building Catastrophe - Temporary Accommodation	134,869
Common Area Contents	179,826
Damage (i.e. Building) Policy	17,982,600
Fidelity Guarantee Insurance	250,000
Flood	Included
Government Audit Costs	25,000
Legal Defense Expenses	50,000
Loss of Rent	2,697,390
Lot Owner's Fixtures and Improvements	250,000
Machinery Breakdown Insurance	100,000
Office Bearers Liability Insurance	5,000,000
Property, Death and Injury (Public Liability)	30,000,000
Voluntary Workers Insurance	200,000

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 28th June 2024

For Plan No. 749883G - Lot 12

9. CONTINGENT LIABILITIES

The owners corporation has the following contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above:

Nil

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
01/01/2021	VSD GARDENING AND MAINTENANCE		Current	Gardening/caretaking of the property

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is aware of an application or a proposal for the appointment of an administrator as follows:

Nil

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 28th June 2024

For Plan No. 749883G - Lot 12

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: OSCA Capital
ABN / ACN: 13650289348
Address of Manager: PO BOX 161 Brunswick Victoria 3056
Telephone: 0499176514
Facsimile:
E-mail Address: info@oscacapital.com.au

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

Nil

SIGNING

The common seal of Plan No. 749883G, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Stephen Lunedei
Company: OSCA Capital
Address of registered office: PO BOX 161 Brunswick Victoria 3056

28/06/2024

Date



Common Seal
of Owners Corporation



Oscap Capital Pty Ltd
T: 03 9381 1767 | M: 0499 176 514
E: info@oscacapital.com.au
PO Box 161, Brunswick, VIC, 3056
ABN: 13 650 289 348

InfoTrack on behalf of SLK Lawyers
North Tower, Level 5/459 Collins St, Melbourne VIC 3000

29th June 2024

Dear InfoTrack on behalf of SLK Lawyers

Re: OWNERS CORPORATION CERTIFICATE - LOT 12, PLAN NO. 749883G

In response to your request, we now attach an Owners Corporation Certificate for Lot 12 in Plan No. 749883G dated 28th June 2024. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("Act").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at info@oscacapital.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'Stephen Lunedei', written over a horizontal line.

Registered Manager

Full name: Stephen Lunedei

Company: OSCA Capital

Address of registered office: PO BOX 161 Brunswick Victoria 3056

28/06/2024

Date

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION: HARVEST HOME ROAD WOLLERT
230J HARVEST HOME ROAD, WOLLERT, VIC, 3750

Meeting held on: Tuesday 26 March 2024
Time: 06:00 PM
Venue: <https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting?rtc=1>
Meeting ID: 496 211 770 649
Passcode: nfdqjw

Attendances, Apologies & Quorum

Noting of attendances, proxies, apologies and the determination of a quorum.
A quorum for the meeting is at least 50% of lot owners present either in person or represented by Proxy.
An owner with arrears may attend the meeting and will be counted towards a quorum however will only be permitted to vote on special or unanimous resolutions.

Present:	Lot 5	Jerisha Mills	Owner present (pre-voted)
	Lot 8	Mr Geoffrey Leonard & Mrs Rebecca Jane Hale	Owner present
	Lot 16	Darren Adey	Electronic vote
	Lot 19	Robert Stirling	Owner present (pre-voted)
	Lot 24	Craig Cameron	Owner present (pre-voted)

Apologies: Lot 16

Additional Attendees:

Proxies:

Quorum: Quorum notes – Interim Minutes A quorum was not present for the meeting however, it still proceeded. Decisions made are deemed interim decisions only. In this instance, minutes of the meeting are forwarded to you, and decisions cannot be acted upon for a period of 29 days after the meeting.

1. **Appointment of a Chairperson for the Meeting**

The members of the Owners Corporation present resolve to elect Stephen Lunedei from Osca Capital as the Chairperson for this meeting.

For: 3 Against: 0 Abs: 0 Invalid: 2

Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

2. **Minutes of the Previous Meeting**

The members of the Owners Corporation resolve to accept and acknowledge that the minutes of the previous Annual General meeting held on 9th of March 2023 are a true and correct record of those proceedings – Refer to attachment.

For: 3 Against: 0 Abs: 0 Invalid: 2

Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

3. **Appointment of Manager**

Pursuant to Part 6 Section 119 (1) of the Owners Corporation Act 2006/7. An Owners Corporation may appoint a person to be the Manager of the Owners Corporation. (2) A person is not eligible to be appointed unless the person is a registered manager.

The members of the Owners Corporation have previously resolved and appointed Osca Capital Pty Ltd for the period 29 February 2024 to 28 February 2025 the Management fee for the coming year is \$15,960.00 Inc., and AWOTE increases will apply annually for the remainder of the contract period.

For: 3 Against: 0 Abs: 0 Invalid: 2

Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

4. **Committee Report**

The Chairperson of the Committee of Management will deliver this report on behalf of the Committee

The members of the Owners Corporation resolve to accept the Committee of Management report for the period 01 March 2023 to 28 February 2024

For: 3 Against: 0 Abs: 0 Invalid: 2

Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

5. Manager's Report

In pursuant to Section 126 Part 1 the manager of the Owner's Corporation must submit a report of the manager's activities to each Annual General Meeting of the Owners Corporation.

The members of the Owners Corporation resolve to accept the report as a record of the activities of the Owners Corporation for the period. – Refer to attachment

For: 3 Against: 0 Abs: 0 Invalid: 2
Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

6. Financial Reports

Pursuant to Division 2 Part 34 Section 1, An Owners Corporation must prepare annual financial statements for presentation at the Annual General Meeting of the Owners Corporation.

The members of the Owners Corporation resolve to accept and acknowledge that the financial records presented to the meeting are a true and correct record of the business of the Owners Corporation for the period 01 March 2023 to 28 February 2024

The members of the Owners Corporation resolve to accept and acknowledge the content of the Auditor's report as presented. – Refer to attachment

For: 3 Against: 0 Abs: 0 Invalid: 2
Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

7. Insurance

The members of the Owners Corporation resolve to acknowledge and accept that there is currently a building Insurance policy in place as required under the Legislation. A copy of the Certificate of Currency is attached.

The Owner's Corporation members acknowledge and accept that the Owners Corporation Manager will renew the policy annually based on the insurers recommendation unless the policy amount exceeds the previous policy cost by an amount of \$400.00.

NOTE: It is the lot owner's responsibility to make sure that they have contents and or Landlord's Insurance for their lot.

Insurance Commissions paid: It is noted that the Owners Corporation Management Company is paid a fee for services provided by the insurer CHU for work associated with the placing of the policy. The amount received this year was \$3,861.03

Independent Reinstatement Insurance Valuation:

The Owners Corporation Act 2006/7 Part 3 Section 59 (1) (2) Section 65 (2) requires that all Strata Communities have an independent reinstatement insurance valuation completed every 3-5 years.

NOTE: There was a reinstatement valuation report carried out in 01 January 2022, and the estimated insured value is \$17,982,600.00. The next reinstatement valuation should be considered by the Owners Corporation in January 2026

For: 3 Against: 0 Abs: 0 Invalid: 2
Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

8. Proposed Budget for Financial Year

The members of the Owners Corporation resolved to accept the budget retrospectively, as recommended by the Committee of Management. The Administrative budget for the coming year is an amount of \$55,000.00, and the Maintenance Fund Budget is \$22,500.00. This is an increase of \$781.65 from the previous year. This budget has been reviewed and is proposed by the Committee of Management on behalf of the Owners Corporation. It is noted that the levies for the period commencing 01 March 2023 has been issued. - Refer to attachment.

For: 3 Against: 0 Abs: 0 Invalid: 2
Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

9. Administration/ Maintenance Fees for the Financial Year

The members of the Owners Corporation resolve that all fees / Levies for this financial year shall be raised Quarterly by liability allocated to each lot. Quarterly payments will be required for the following periods commencing on 01 March 2023

Levy Status	Period From	Period To	Due	Admin Fund	Sinking Fund
Already Issued	29/02/24	28/05/24	29/02/24	\$14,304.72	\$4,875.00
To be Issued	29/05/24	28/08/24	29/05/24	\$13,565.14	\$5,875.00
To be Issued	29/08/24	28/11/24	29/08/24	\$13,565.14	\$5,875.00
To be Issued	29/11/24	27/02/25	29/11/24	\$13,565.14	\$5,875.00
Total	29/02/24	27/02/25		\$55,000.14	\$22,500.00

For: 3 Against: 0 Abs: 0 Invalid: 2
Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

10. Election of a Committee of Management

In accordance with Part 5, Sections 100 & 103 of the Owners Corporation Act 2006/7, all Committee members are elected for a period of 12 months or until the next Annual General meeting. Current members of the Committee of Management may re-nominate. The members of the Owners corporation resolve to elect a committee of at least three and not more than 7 members for the 2023-28th of February 2024 Financial Year.

The Members of the elected Committee of Management will meet for a short meeting at the completion of this meeting to elect a chairperson, and a secretary and nominate a date for the first meeting of the Committee.

Election of Chairperson - - Plan No. 749883G

Ms Jerisha Lynette Mills has been elected as Chairperson

Name	Details	Votes	Outcome
Ms Jerisha Mills		2	Elected

Election of Ordinary Member - - Plan No. 749883G

Darren Adey, Mr Craig Cameron, Mr Geoffrey Hale, Mr Scott Gay have been elected to the committee.

Name	Details	Votes	Outcome
Darren Adey		2	Elected
Mr Craig Cameron		2	Elected
Mr Geoffrey Hale		2	Elected
Mr Scott Gay		2	Elected
Ms Jerisha Mills		2	Elected

11. Delegation for Manager and Committee members

The members of the Owners Corporation resolve:

- a) In accordance with Section 11 (2) (a) of the Owners Corporation Act 2006/7, the members resolve to affix the common seal to the Instrument of delegation, delegating all powers and functions of the Owners Corporation to the members of the Committee.
- b) The position of Chairperson and any subcommittees will be elected at the first Committee meeting

For: 3 Against: 0 Abs: 0 Invalid: 2
Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

12. Election of a Secretary

The members of the Owners Corporation resolve that the Owners Corporation Manager, Osca Capital, be elected to act as the secretary for the Owners Corporation for the next twelve months.

For: 3 Against: 0 Abs: 0 Invalid: 2
Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

13. Grievance Committee

The members of the Owners Corporation resolve to elect a grievance Committee, a minimum of 3 existing Committee of Management members, to preside over any matters that may arise as per Division 10 Rule 6 of the Model Rules and Schedule 2 of the Owners Corporation Regulations 2006/7. (Complaints or disputes)

For: 3 Against: 0 Abs: 0 Invalid: 2
Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

14. Penalty Interest on Arrears

The members of the Owners Corporation resolve to charge penalty interest on any amounts payable by a lot owner to the Owners Corporation that is still outstanding after the due date.

For: 3 Against: 0 Abs: 0 Invalid: 2
Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

15. Recovery of Costs

The Owners Corporation members resolve to authorise the Owners Corporation Manager to engage legal practitioners and /or nominated person(s) to instigate action against any unit owner to recover outstanding fees and levies owing to the Owners Corporation from time to time.

For: 3 Against: 0 Abs: 0 Invalid: 2
Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

16. O H & S Requirements

Under current changes introduced by the Victorian State government in relation to the Occupational Health and Safety and Environmental Laws introduced in April 2004. The Owners Corporation has a legal responsibility to ensure that as far as reasonably practical as a workplace, the Owners Corporation property is safe to enter and leave without risk to anyone's health.

It is recommended that an O H & S Audit of the property, including an Asbestos Report, be undertaken on a regular basis (every, one - to five years) and that the Owners Corporation fully complies with its legal obligations to ensure that any recommendation made in the audits are complied with.

For: 3 Against: 0 Abs: 0 Invalid: 2
Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

17. After Hours & Emergency Services

NOTE: The After-Hours service provider for this property is Roscon Group, and they should only be contacted in an Emergency. If a call-out is identified as a lot owner's responsibility, the costs for that service will be applied to the lot owner. There is a minimum call-out fee – Additional Contact Details Stephen Lunedei and 0499 176 514

18. Spending Limit for Emergency Maintenance

The members of the Owners corporation resolve by ordinary resolution to permit the manager to authorise the expenditure of up to \$2000.00 for Emergency Works only.

For: 3 Against: 0 Abs: 0 Invalid: 2
Motion CARRIED.

NOTES: 2 invalid vote(s) - 2x Non-financial

19. Owners Corporation Policies

From time to time, as required, the Committee of Management will consider the introduction of policies to assist with the management of the affairs of the Owners Corporation. These policies may include A Debt Collection Policy, a Policy on Pets and Pet registration, Parking in Visitor Parking, Washing on Balconies just to name a few. These Policies will all be designed to enhance the lifestyle of the residents residing at the property.

20. General Business

It should be noted that any general business items will be passed to the Committee of Management for decision-making and action.

Current and Future Maintenance Works:

1. Building Health and Safety Report: The report has been sent to the Builder for review and action. However, no response has been received.
 - a) The Owners Corporation members resolve to authorise a legal letter of demand to be sent to the Builder.
2. Parking in the driveway:
 - a) The Owners Corporation members resolve to have a notification sent via email and a letter placed on vehicles parked on unauthorised common property.
 - b) The Owners Corporation members requested a quotation for trees to be planted in garden beds to prevent vehicles from parking on unauthorised common property.
3. Hard rubbish dumping and CCTV installation discussion:
 - a) The Owners Corporation members resolved to install no-dumping signage at driveway entrances. The committee will approve the signs before installation.
4. Other Business:
 - a) The Owners Corporation has been notified that construction will commence at 103 Highpark Drive, Wollert, Starting in April or May 2024. As we receive more information, the OC will provide it to all members.

Meeting Closed: (07:13 PM)

Committee meetings will be held as required throughout the year.

The next Annual General Meeting will be held in March 2025

Certificate of Currency Residential Strata Insurance Plan

Policy No	HS0006120752
Policy Wording	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	15/02/2024 to 15/02/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 749883
Situation	230 HARVEST HOME ROAD WOLLERT VIC 3750

Cover Selected

Sum Insured

Section 1	Insured Property	
	Building	\$17,982,600
	Common Area Contents	\$179,826
	Loss of Rent & Temporary Accommodation (total payable)	\$2,697,390
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	\$30,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Fidelity Guarantee	\$250,000
Section 5	Office Bearers' Legal Liability	\$5,000,000
Section 6	Machinery Breakdown	\$100,000
Section 7	Catastrophe Insurance	
	Sum Insured	\$2,697,390
	Extended Cover - Loss of Rent & Temporary Accommodation	\$404,608
	Escalation in Cost of Temporary Accommodation	\$134,869
	Cost of Removal, Storage and Evacuation	\$134,869
Section 8	Government Audit Costs and Legal Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	\$200,000
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000
4 Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5 Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Flex+ Optional Benefits

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected

Emergency accommodation	Selected
Arson reward	Selected
Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Court appearance	Selected

Date Printed	30/01/2024
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This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM 8026 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

INFORMATION ONLY

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes;or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

INFORMATION ONLY

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Bricks & Mortar RE

PO Box 9074,
South Yarra, VIC 3141

P: 1300 044 663

E: hello@bricksamortar.com.au

ABN: 57 126 427 683



Bricks&Mortar

EVERYTHING PROPERTY

Residential Rental Agreement

for

7 Daydream Place, Wollert VIC 3750

This agreement is between **Darryl Rosairo, Cheryl Pietersz**
and **Vikram Chopra**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Thu 17/08/2023

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

7 Daydream Place, Wollert VIC

Postcode 3750

3. Rental provider details

Full name or company
name of rental
provider

Darryl Rosairo, Cheryl Pietersz

Address (if no agent is
acting for the rental
provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Bricks & Mortar RE

Address

PO Box 9074, South Yarra, VIC

Postcode 3141

Phone number

1300 044 663

ACN (if applicable)

Email address

hello@bricksamortar.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of renter 1	<input type="text" value="Vikram Chopra"/>		
Current Address:	<input type="text" value="11 Kenmare App, Wollert VIC"/>	Postcode <input type="text" value="3750"/>	
Phone number:	<input type="text" value="04xxxxxxxx"/>		
Email:	<input type="text" value="xxxxx@xxxxx.com"/>		
Full name of renter 2	<input type="text"/>		
Current Address:	<input type="text"/>		Postcode <input type="text"/>
Phone number:	<input type="text"/>		
Email:	<input type="text"/>		
Full name of renter 3	<input type="text"/>		
Current Address:	<input type="text"/>		Postcode <input type="text"/>
Phone number:	<input type="text"/>		
Email:	<input type="text"/>		
Full name of renter 4	<input type="text"/>		
Current Address:	<input type="text"/>		Postcode <input type="text"/>
Phone number:	<input type="text"/>		
Email:	<input type="text"/>		

5. Length of the agreement

<input checked="" type="checkbox"/> Fixed term agreement	Start date	<input type="text" value="Fri 08/09/2023"/>
	End date	<input type="text" value="Sat 07/09/2024"/>
<input type="checkbox"/> Periodic agreement (monthly)	Start date	<input type="text"/>

(this is the date the agreement starts and you may move in)

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. Rent

Rent amount(\$) (payable in advance)	<input type="text" value="1868.00"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="8th day of each month"/>
Date first rent payment due	<input type="text" value="Fri 08/09/2023"/>

7. Bond

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	<input type="text" value="1868"/>
Date bond payment due	<input type="text" value="Fri 08/09/2023"/>

Part B – Standard terms

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

<input checked="" type="checkbox"/> direct debit	<input type="checkbox"/> bank deposit	<input type="checkbox"/> cash	<input type="checkbox"/> cheque	<input type="checkbox"/> money order	<input type="checkbox"/> BPay
<input type="checkbox"/> other electronic form of payment, including Centrepay	<input type="text"/>				

Payment details (if applicable)

Scheduled direct debit via www.deft.com.au. DEFT Reference: 49098924

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

☒ Yes

Lela Wauchop: lela@bricksamortar.com.au

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 ☒ Yes

Vikram Chopra: xxxxx@xxxxx.com

☐ No

Renter 2 ☐ Yes

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

Bricks & Mortar RE

Emergency phone number

1300 044 663

Emergency email address

hello@bricksamortar.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

☒ No

☐ Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

☐ The condition report has been provided

☒ The condition report will be provided to the renter on or before the date the agreement starts

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
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18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

INFORMATION ONLY

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act Bricks & Mortar RE will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Bricks & Mortar RE subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or Bricks & Mortar RE may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Bricks & Mortar RE may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

34. Availability of Premises

Bricks & Mortar RE will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Bricks & Mortar RE should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to Bricks & Mortar RE.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Bricks & Mortar RE in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to Bricks & Mortar RE within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by Bricks & Mortar RE will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Bricks & Mortar RE in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. Bricks & Mortar RE does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to Bricks & Mortar RE at the end of the tenancy without reimbursement.

44. Floor Protection

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Bricks & Mortar RE a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Bricks & Mortar RE or their respective contractors.

49. Shared Services

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

50. No Servicing Vehicles

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

51. Report Damage or Injury

The Renter shall notify Bricks & Mortar RE immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or Bricks & Mortar RE of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or Bricks & Mortar RE or their respective contractors.

53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

54. Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. Pests

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

56. Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Bricks & Mortar RE from time to time.

60. Rental Increase

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

61. Maintain Garden

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, Bricks & Mortar RE or their contractors.

63. Rental Provider Repairs

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Bricks & Mortar RE in writing.

64. Urgent Repairs

The Renter acknowledges that Bricks & Mortar RE is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Bricks & Mortar RE during business hours or after hours information service on 1300 044 663 or Bricks & Mortar RE approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made

available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or Bricks & Mortar RE. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or Bricks & Mortar RE may impose reasonable conditions. It is not unreasonable for the Rental Provider or Bricks & Mortar RE to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or Bricks & Mortar RE to keep a pet at the Premises the Renter must complete and provide a pet request form.

67. Pools and Water Features

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or Bricks & Mortar RE has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provided further that at least 7 days' written notice has been given to the Renter.

69. Assignment and Sub-Letting

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or Bricks & Mortar RE in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or Bricks & Mortar RE for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of Bricks & Mortar RE as agent to manage the Premises.

70. Rental Provider Notice

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

71. Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

72. Periodic Tenancy

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

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Bricks & Mortar RE the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by Bricks & Mortar RE;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to Bricks & Mortar RE during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

75. No Set-Off

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

76. Remove Personal Property

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

77. Window Cleaning

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide Bricks & Mortar RE with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of Bricks & Mortar RE. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and Bricks & Mortar RE if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or Bricks & Mortar RE but such notice shall only become effective on receipt by the Rental Provider or Bricks & Mortar RE.

83. Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

86. Cost of Repairs/Replacements

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

87. Owners Corporation

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

Privacy Collection Notice

As professional property managers **Bricks & Mortar RE** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 1300 044 663

Primary Purpose

As professional property managers, **Bricks & Mortar RE** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Bricks & Mortar RE** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Bricks & Mortar RE also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Bricks & Mortar RE** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Bricks & Mortar RE** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Bricks & Mortar RE** privacy policy can be viewed without charge on the **Bricks & Mortar RE** website; or contact your local **Bricks & Mortar RE** office and we will send or email you a free copy.

Disclaimer

Bricks & Mortar RE its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Bricks & Mortar RE** disclaims all liability and responsibility including for negligence for

any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

INFORMATION ONLY

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider's Agent

Rental Provider's Agent : **Lela Wauchop** on behalf of **Darryl Rosairo and Cheryl Pietersz** (Rental Provider)

Madeleine Cahill

Signed at Thu, 17/08/2023 16:08

Renter(s)

Renter : **Vikram Chopra**



Signed at Thu, 17/08/2023 16:24

AUDIT TRAIL

Lela Wauchop (Rental Provider's Agent)

Thu, 17/08/2023 16:08 - Lela Wauchop stamped saved signature the Residential Rental Agreement

Thu, 17/08/2023 16:08 - Lela Wauchop submitted the Residential Rental Agreement

Vikram Chopra (Renter)

Thu, 17/08/2023 16:19 - Vikram Chopra clicked 'start' button to view the Residential Rental Agreement

Thu, 17/08/2023 16:24 - Vikram Chopra stamped saved signature the Residential Rental Agreement

Thu, 17/08/2023 16:24 - Vikram Chopra submitted the Residential Rental Agreement

AGREEMENT END

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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