CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 130 JAMES MELROSE Drive BROOKFIELD VIC 3338

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 the 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 …..../…..... /20…...

Print name of person signing: ……

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") ……..

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

SIGNED BY THE VENDOR…… on …..../…..... /20……

Print name of person signing MICHAEL JOHN BUTTERS and RIA PATRICIA JAMES

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") ……..

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period Section 31
Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that your 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; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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

Xynergy Realty - South Yarra
25 Malcolm St SOUTH YARRA VIC 3141

Tel: 1300 884 168 Fax: Ref: Kial Jarred Email: kial.jarred@xynergy.com.au

VENDOR **MICHAEL JOHN BUTTERS and RIA PATRICIA JAMES**

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-23/27333 Email: settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13) The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11557/769	279	PS 728824S

The Land includes all improvements and fixtures.

PROPERTY ADDRESS The address of the land is:
130 James Melrose Drive Brookfield Vic 3338

GOODS SOLD WITH THE LAND (general condition 6.3(f)) All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

PAYMENT

Price	$		
Deposit	$	by	
		(of which $	has been paid)
Balance	$	payable at settlement	

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

If this is a sale of a 'farming business' or '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 17 & 26.2)

Is due on

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 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box: **subject to lease**

in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are:
Residential tenancy agreement for a fixed term ending
Periodic residential tenancy agreement determinable by notice
Lease for a term ending……with…….option to renew, each of…… years

TERMS CONTRACT (general condition 30)

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 30 and add any further provisions by way of special conditions: ----------

LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: $

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

1. Purchaser's inspection and investigation.

1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

1.1.1 Has made investigations and accepts the structures, improvements and land as to the current nature, quality, condition and state of repair.

1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.

1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and

1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.

1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

1.2 The Vendor gives no warranty:

1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.

1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use

1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations

1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.

1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering into this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering into this Contract.

CLAIMS BY PURCHASER

1.4 The Purchaser shall make no objection, claim compensation or delay settlement or payment of the balance of the purchase price because of anything in connection with:

1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.

1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.

1.4.3 The nature of quality and classification of the soil and subsoil of the land.

1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

2.2 The nominee must pay the additional professional fees to Vendor's Conveyancers of $220.00 for the nomination.

3. Extension request

The Purchaser shall pay to the Vendor's representative the sum of $220.00 for each extension made to the finance and/or deposit payment due date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.

4. Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or request an extension or variation to the Due Date, the Purchaser must pay the Vendor's representative $220.00 at the at the settlement for each request.

5. Adjustments

Statement of Adjustments and all relevant certificates must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of $220.00 for the delay in receiving the Statement of Adjustments and all relevant certificates.

6. Default not remedy

General conditions 35.4 of the contract of sale is added:
Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

6.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
6.2 Penalties, interest and charges incurred as a result of not being settle a purchase of another property; and
6.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

7. Amendments

General Condition 6.1 is deleted.

Contract of Sale of Land - General Conditions
Contract Signing

1 ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may 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.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

date for settlement.

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

general condition 11.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

14.2 If the land 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.

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

(d) 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.

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

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

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

14.11 For the 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.

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

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

18. ELECTRONIC SETTLEMENT

18.1 Settlement and 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

settlement on the property.

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

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

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

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

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

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

payment of the amount.

25. GST WITHHOLDING

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

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

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

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential 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 25 is to be taken as relieving the vendor from compliance with section 14-255.

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We,..... of .....

and ..... of .....

being the **Sole Director** / **Directors** of ..... ACN .....
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....) .....
)
in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....) .....
)
in the presence of:) Director (Sign)
)
Witness.....)

Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.

2. The auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.

3. The vendors have a reserve price.

4. As the Auctioneer, I will indicate bidders on request.

5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permit vendor bids.

7. During the auction, the Auctioneer will say “VENDOR BID”, when making bids on the vendor’s behalf.

8. The law prohibits the making of “VENDOR BIDS”, other than by the Auctioneer.

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	MICHAEL JOHN BUTTERS and RIA PATRICIA JAMES
Property:	130 JAMES MELROSE Drive BROOKFIELD VIC 3338

VENDORS REPRESENTATIVE
EASY LINK CONVEYANCING
Shop
328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133
Fax: 03 9364 0022
Email: settlement2@easylinkconveyancing.com.au

Ref: HN-23/27333

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:
- None to the vendors knowledge

Their total does not exceed $5000.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
- Not Applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows:
- Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:
- Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) PLANNING

Planning Scheme: Melton planning scheme
Responsible Authority: Melton city council
Zoning: GRZ General Residential Zone
Planning Overlay/s: See attached reports

32D NOTICES

(a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

(a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

(b) In any other case, a copy of -
(i) the last conveyance in the Chain of Title to the land; or
(ii) any other document which gives evidence of the Vendors title to the land.

(c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.

(d) In the case of land that is subject to a subdivision -
(i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
(ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).

(e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
(i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
(ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
(iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
(iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.

(f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
(i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
(ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT

130 JAMES MELROSE DRIVE BROOKFIELD VIC 3338

DATE OF THIS STATEMENT / / /20

Name of the Vendor

MICHAEL JOHN BUTTERS and RIA PATRICIA JAMES

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT / / /20

Name of the Purchaser

Signature/s of the Purchaser

x

.

Register Search Statement - Volume 11557 Folio 769

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

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

VOLUME 11557 FOLIO 769 Security no : 124106452194W
Produced 29/05/2023 05:15 PM

LAND DESCRIPTION

Lot 279 on Plan of Subdivision 728824S.
PARENT TITLE Volume 11556 Folio 658
Created by instrument PS728824S 12/03/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MICHAEL JOHN BUTTERS
RIA PATRICIA JAMES both of 13 CADDEN STREET EAST VICTORIA PARK VIC WA 6101
AL889388R 16/05/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS038627N 26/03/2019
ING BANK (AUSTRALIA) LTD

COVENANT PS728824S 12/03/2015

COVENANT AL889388R 16/05/2015

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
R052291T 18/10/1990

AGREEMENT Section 173 Planning and Environment Act 1987
AL057022D 05/05/2014

DIAGRAM LOCATION

SEE PS728824S 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: 130 JAMES MELROSE DRIVE BROOKFIELD VIC 3338

ADMINISTRATIVE NOTICES

NIL

eCT Control 19531K DENTONS AUSTRALIA
Effective from 26/03/2019

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 29/05/2023, for Order Number 79662838. Your reference: HN-23/27333.

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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 **Planning and Environment Act 1987**

AL057022D
05/05/2014 $763 173

Form 18

Lodged by:

Name:	MADDOCKS
Phone:	9258 3555
Address:	Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref:	TGM:6029984
Customer Code:	1167E

The Responsible 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.

Land: ~~part of Certificate of Title Volume 11203 Folio 939 and more particularly being lot 1 on the attached plan~~ Certificates of Title ~~Volume 11443/025~~ Volume 11443 Folio 025 — Volume 11443 Folio 095 (inclusive)

Responsible Authority: Melton City Council of Civic Centre, 232 High Street, Melton, 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

Date: 20 March 2014

Signature for Responsible Authority: .....

Name of officer: Steve Finlay

Position held: Statutory Planning Co-ordinator

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Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

Info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date 4 / 03 /2014

AL057022D
05/05/2014 $763 173

Agreement under sections 173 and 177 of the Planning and Environment Act 1987

Subject Land: 308 Rees Road, Brookfield

Purpose: Infrastructure Contributions

Melton ~~Shire~~ Council
and CITY

Nu-Age Marketing Pty Ltd ACN 090 613 791
and

Clarkes Road Pty Ltd ACN 135 400 449

Interstate office
Sydney

Affiliated offices around the world through the Advoc Asia network - www.advocasia.com

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Maddocks

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Maddocks

Agreement under sections 173 and 177 of the Planning and Environment Act 1987

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Dated 4 / 3 / 2014

Parties

Name	**Melton Shire Council**
Address	Civic Centre, 232 High Street, Melton, Victoria
Short name	**Council**

Name	**Nu-Age Marketing Pty Ltd ACN 090 613 791**
Address	83 Canterbury Road, Canterbury, Victoria
Short name	**Owner**

Name	**Clarkes Road Pty Ltd ACN 135 400 449**
Address	Level 1, 20 Council Street, Hawthorn East, Victoria
Short name	**Owner**

Background

A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. Council and the Owner previously entered into an agreement for the payment of specified development contributions (**the 2010 Agreement**).

D. The 2010 Agreement was executed under section 173 of the Act and registered on the parent title to the Subject Land on 18 February 2010, in dealing number AH047090B.

E. The parties agree that the 2010 Agreement will end and be removed from the certificate of title of the Subject Land upon the registration of this Agreement. In accordance with section 177 of the Act, all persons who are bound by a covenant in the 2010 Agreement have consented to the ending of the 2010 Agreement on the Subject Land.

F. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

G. The parties enter into this Agreement:

G.1 to end the 2010 Agreement pursuant to section 177 of the Act;

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G.2 to record their updated agreement for the payment of specified development contributions; and

G.3 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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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.

Endorsed Plan means the first plan or set of plans endorsed after the issue of the Planning Permit but it does not include any subsequent amendment to that plan or other plan which may subsequently be endorsed from time to time under the Planning Permit or under any other provision of the Act.

Infrastructure Contribution for Roads means a monetary contribution to be applied by Council for the works described in Schedule 1.

Infrastructure Contribution for other Facilities means a monetary contribution to be applied by Council for the works described in Schedule 2.

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 or **Owners** 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 any plan of subdivision of the Subject Land which is not a procedural plan but a plan that upon registration creates an additional lot which is of a size and dimension which is intended to be disposed of separately and developed for a dwelling.

Planning Permit means Planning Permit No. PA2002/257 issued in respect of the Subject Land and authorises the subdivision of the subject land for residential purposes.

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

Residential Lot means a lot which by its size and dimension is obviously intended for final use and development as a dwelling(s).

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

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Subject Land means part of the land at 308 Rees Road, Brookfield being part of the land comprised in Certificate of Title Volume 11203 Folio 939 and more particularly being lot 1 on PS 518253H 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.

Tree to be Retained means any tree shown as a 'Buloke Tree' identified on the Endorsed Plan.

2. Interpretation

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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

The Owner acknowledges and agrees that:

Monetary Infrastructure Contribution for Roads

3.1 it must pay to Council the amount of $2406 as an Infrastructure Contribution for Roads in respect of each Residential Lot prior to Council being required to issue a Statement of Compliance in respect of any plan of subdivision containing that Residential Lot;

Monetary Infrastructure Contribution for other facilities

3.2 it must pay to Council the amount of $1790 as an Infrastructure Contribution for other Facilities in respect of each Residential Lot prior to Council being required to issue a Statement of Compliance in respect of any plan of subdivision containing that Residential Lot;

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3.3 the amount of the development contributions set out in clause 3.1 and 3.2 above will, after one year from the date of this Agreement, and after every period of one year thereafter, be adjusted in accordance with movements in the CPI;

3.4 if the amounts due under this Agreement are not paid prior to the issue of the Statement of Compliance as required, the amount payable will accrue interest from the day the Statement of Compliance is issued at the rate prescribed under section 227A of the *Local Government Act* 1989 until the amounts are paid;

Removal of Native Vegetation

3.5 no Tree to be Retained shall be removed, destroyed, felled, lopped, ringbarked or uprooted except with the prior written consent of Council;

Road names

3.6 the main access road into and out of the Subject Land must be named "James Melrose Drive";

3.7 the roads on the Subject Land must include roads known as Heston Street and Phoenix Street;

Medium Density Housing Sites

3.8 prior to the endorsement of any plan under the Planning Permit, sites which are to be developed with more than one dwelling must be identified as a medium density housing site; and

3.9 any plan of subdivision lodged with Council for certification must contain a restriction which limits the number of houses on any lot to one house unless the site is identified as a medium density housing site on the endorsed plan in which case the limit on the number of dwellings constructed on that lot must be specified as not exceeding the number shown on the endorsed plan or if no number is shown, then the specified limit shall be deemed to be no more than two dwellings.

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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; and

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. Agreement under sections 173 and 177 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 sections 173 and 177 of the Act.

6. 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.

7. 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:

7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. General matters

8.1 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:

8.1.1 by delivering it personally to that party;

8.1.2 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

8.1.3 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.

8.2 Service of Notice

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

8.2.2 if posted, on the expiration of 2 business days after the date of posting; or

8.2.3 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.

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8.3 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.

8.4 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.

8.5 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.

9. GST

9.1 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.

9.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

9.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 9.4 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.

9.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 9.3.

10. Commencement of agreement

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

11. Ending of agreement

11.1 This Agreement ends when the obligations of the Owner have been fully and finally satisfied under this Agreement and any other Act or Regulation as evidenced by a letter signed by the Council to that effect.

11.2 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 and in respect of which the Agreement has ended.

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12. Termination of the 2010 Agreement

12.1 The parties agree that the 2010 Agreement will end pursuant to section 177(2) of the Act at the time that the Registrar of Titles makes a recording of this Agreement in the Register, pursuant to section 181(3) of the Act.

12.2 After the ending of the 2010 Agreement, Council will inform the Registrar of Titles in the prescribed manner of the ending of the 2010 Agreement pursuant to section 183(1) of the Act.

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Schedule 1

Infrastructure Contribution for Roads

Means a contribution towards the following road works:

- Brooklyn Road duplication from Coburns Road to Station Road, Melton South.
- Rees Road duplication from Brooklyn Road to Toolern Growth Area.
- Abey Road bridge and road construction works across Toolern Creek.
- Arnolds Creek East shared pathway between Blackdog Drive and Brooklyn Road.

Schedule 2

Infrastructure Contribution for Other Facilities

Means a contribution towards the following facilities:

- Upgrade to the skate part area adjacent to Victoria University in Rees Road.
- Provision of shared pathways, look-outs, seating picnic nodes and like facilities.
- Noise attenuation works at the Melton Pistol Club in Clarkes Road.

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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 MELTON ~~SHIRE~~ CITY COUNCIL was hereunto affixed in the presence of:

MELTON CITY COUNCIL COMMON SEAL

..... Chief Executive Officer

..... Councillor

Executed by **NU-AGE MARKETING PTY LTD ACN 090 613 791** in accordance with section 127(1) of the *Corporations Act* 2001:

..... Signature of Sole Director and Sole Company Secretary

MOHAMED HYALI FOU Print full name

Executed by **CLARKES ROAD PTY LTD ACN 135 400 449** in accordance with section 127(1) of the *Corporations Act* 2001:

..... Signature of Director

MICHAEL GORGIS Print full name

..... Signature of Director (or Company Secretary)

DEAN LAU Print full name

Mortgagee's Consent

R.M.B.L. Investments Ltd as Mortgagee under Instrument of mortgage No. AH261996D 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.

.....

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Mortgagee's Consent

RMBL INVESTMENTS LIMITED ACN 004 493 789 as proprietor of Mortgage No. AH261996D over Certificates of Title Volume 11203 Folio 939 and Volume 11111 Folio 394 hereby consents to the registration of Agreement under sections 173 and 177.

Signed for and on behalf of RMBL Investments Limited ACN 004 493 789 by two (2) of its attorneys:

1) **ELENA GRAYSON**

2) **Alexine Pauline Margaret Courtney**

Before me:

.....
Signature of Witness

Laura Beatriz Moya Ramirez

.....
Name of Witness

RMBL Investments Limited by two (2) of its appointed attorneys:

.....

.....

Under Power of Attorney dated 30th May, 2001
A certified copy of which is filed in Permanent order Book No 277 at page 017.

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RECD

181090 1122 MISC $47 R052291T

R052291T

Lodged By: PRICE BRENT
Code: 1413R
Ref: MD/ac/34678

Form 9.1

Titles Office Use Only

VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)

Certificate of Title Volume 9485 Folio 253.

ADDRESS OF THE LAND

Situated on the south side of Brooklyn Road and the east side of Clarkes Road, Melton.

RESPONSIBLE AUTHORITY (name and address)

THE PRESIDENT COUNCILLORS AND RATEPAYERS OF THE SHIRE OF MELTON of Cnr. High & Yuille Streets, Melton.

PLANNING SCHEME

Melton Planning Scheme.

AGREEMENT DATE	AGREEMENT WITH (name and address)
2nd August 1990	WESTMELTON (VIC.) PTY. LTD. of Block Arcade, 282-284 Collins Street, Melbourne.

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority ..... SHIRE MANAGER

Name of Officer LINDSAY A. MERRITT...

Date ..... 2/8/90 .....

A memorandum of the within instrument has been entered in the Register Book

I.G.P. VICTORIA

29/10/90.

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THIS AGREEMENT is made the 2ND day of AUGUST 1990

BETWEEN:

THE PRESIDENT COUNCILLORS AND RATEPAYERS OF THE SHIRE OF MELTON
of Cnr. High & Yuille Streets, Melton in the State of Victoria ("the Council")

and:

WESTMELTON (VIC.) PTY. LTD.
of Block Arcade, 282-284 Collins Street, Melbourne in the State of Victoria ("the Owner").

WHEREAS:

A. The Owner is the owner and registered proprietor of undeveloped land described in Certificate of Title Volume 9485 Folio 253 being part of Crown Allotments A and B, Section 3, Parish of Djerriwarrh and being situated on the south side of Brooklyn Road and the east side of Clarkes Road, Shire of Melton (hereinafter called "the Land").

B. The Council is the Responsible Authority for the administration and enforcement of the Melton Planning Scheme.

C. The Land forms part of an area subject to Amendment RL67 to the Melton Planning Scheme through which part of the Land will be rezoned or reserved to "Proposed Public Open Space" (such part of the Land being hereinafter called "the Reserve"), as indicated on the copy Map annexed to this Agreement.

D. Amendment RL67 has been adopted by the Council in its capacity as Planning Authority under the Planning and

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Environment Act 1987 and submitted to the Minister for Planning and Environment for approval, subject to the Owner entering into an Agreement to transfer the Reserve to the Council.

E. The parties both voluntarily and in anticipation of the approval of Amendment RL67 desire to enter into this Agreement on the terms and conditions contained herein.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. This Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987.

2. This Agreement shall come into force immediately upon execution by both parties hereto and shall run with the Land.

3. As soon as possible following approval and gazettal of Amendment RL67 to the Melton Planning Scheme, the Owner shall do all things necessary to transfer the Reserve to the Council for no consideration or compensation and at no expense to the Council, and in particular:

   (a) within three calendar months of approval of Amendment RL67, the Owner shall submit an Application to the Responsible Authority for a planning permit to subdivide the land in accordance with a Plan of Subdivision which will contain as a single allotment a "Reserve for Municipal Purposes", being the whole of the area east of Clarkes Road rezoned or reserved as Proposed Public Open Space as a result of

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approval of Amendment RL67; and

(b) concurrently or immediately after the lodging of the Planning Permit Application, the Owner shall also lodge the Plan of Subdivision for certification by the Responsible Authority under the Subdivision Act 1988 and comply with the various statutory procedures and requirements thereunder; and

(c) the Owner shall lodge the certified Plan of Subdivision with the Registrar of Titles forthwith after certification by the Responsible Authority to facilitate the transfer of the Reserve.

4. The Owner further covenants that at its expense and to the satisfaction of the Council, it will erect fencing along the boundary of the Reserve as follows:-

(a) along the boundary of the Reserve where it abuts land rezoned to "Corridor A" as a result of approval of Amendment RL67, the Owner shall within four months of certification of the Plan of Subdivision referred to in Clause 3 erect (at no cost to the Council) post and wire fencing in accordance with the specifications for "Standard drawing fence type B" Reference No. 707M2, a copy of which is annexed to this Agreement; and

(b) along the boundary of the Reserve where it abuts any part of the Land rezoned to "Reserved Living" as a result of approval of Amendment

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RL67, the Owner shall within six months of the approval by the Registrar of Title of any Plan of Subdivision certified by the Council to facilitate residential development of that part of the Land which creates any allotment abutting the Reserve, erect (at no cost to Council) conventional paling fencing not less than 1.8 metres in height between the Reserve and the allotment so created.

5. The Council may apply to the Registrar of Titles to register this Agreement under the provisions of Section 181 of the Planning and Environment Act 1987 and the Owner hereby consents to any such application and shall take all steps to sign all documents reasonably required to enable such registration.

6. The Owner shall forthwith on demand pay to the Council the Council's costs and expenses (as between the Solicitor and own client) of and incidental to this Agreement, and of any consequent thereon, relating thereto, pursuant thereto or in furtherance thereof (including, but without limiting the generality of the foregoing, anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owner herein). To the extent that any of such costs and expenses constitute legal professional costs, the Council may have them assessed by the Law Institute of Victoria Costs Service and, in that event, the parties shall be bound by the amount of such assessment with any

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fee for obtaining such assessment being borne equally between the parties.

7. This Agreement shall end upon compliance by the Owner of its obligations under Clauses 3 and 4 hereof.

8. The expression "Owner" shall be deemed to include its successors, assigns, transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of the whole or part of the land as if each of those successors had separately executed this Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of THE PRESIDENT COUNCILLORS AND RATEPAYERS OF THE SHIRE OF MELTON was hereunto affixed in the presence of:-

..... President

..... Councillor

..... Manager

A122900/MD/ac

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EXECUTED by WESTMELTON (VIC.) PTY. LIMITED. (Receiver and Manager Appointed) by being signed by its Attorney DEAN ROYSTON McVEIGH pursuant to Powers to Attorney numbered 199074, 211065, 23035, Power of Attorney dated 16th April 1982 and Power of Attorney dated 9th January, 1989 certified copies of which have been filed in the Permanet Order Book 277 at Page 2 Item 5 in the presence of:-

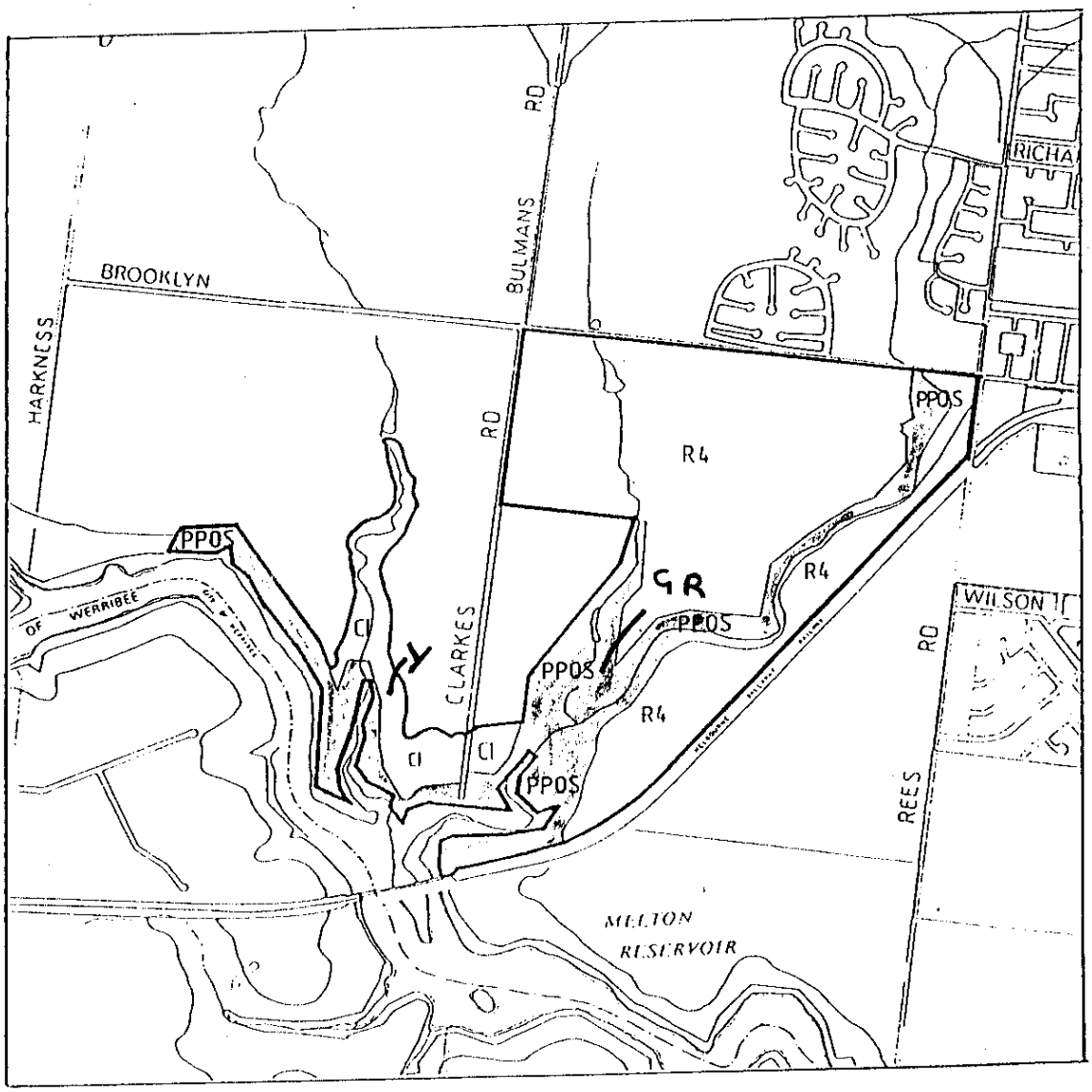
.....Helen E Moody.....

A122900/MD/ac

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MELTON PLANNING SCHEME

LOCAL SECTION



SCALE 1:24 000

REFER TO PLANNING SCHEME MAP No 2032

EXHIBITED MAP

AMENDMENT RL 67

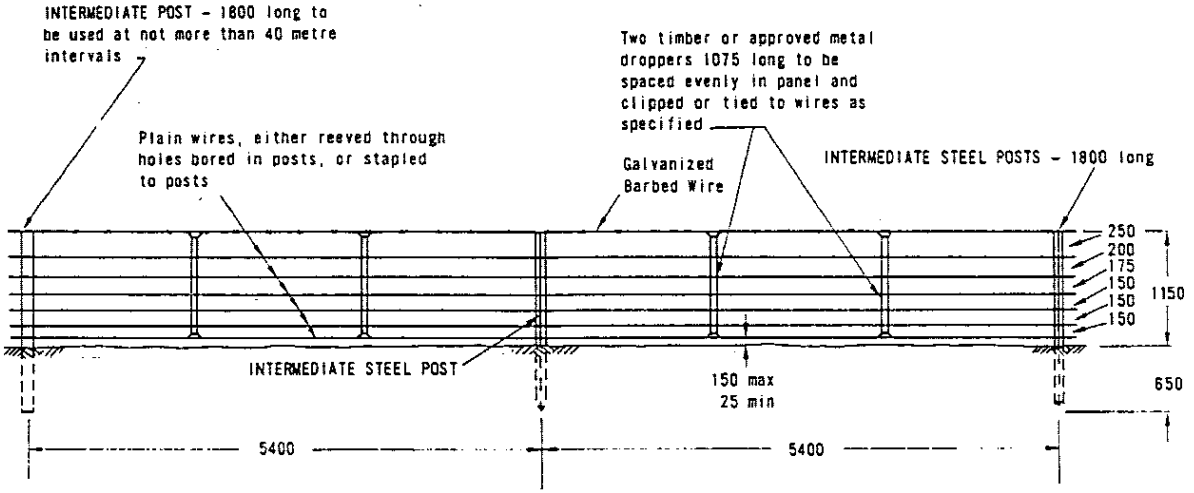
LEGEND

PPOS (GR)	PROPOSED PUBLIC OPEN SPACE
R4	RESERVED LIVING
C1 (Y)	CORRIDOR A

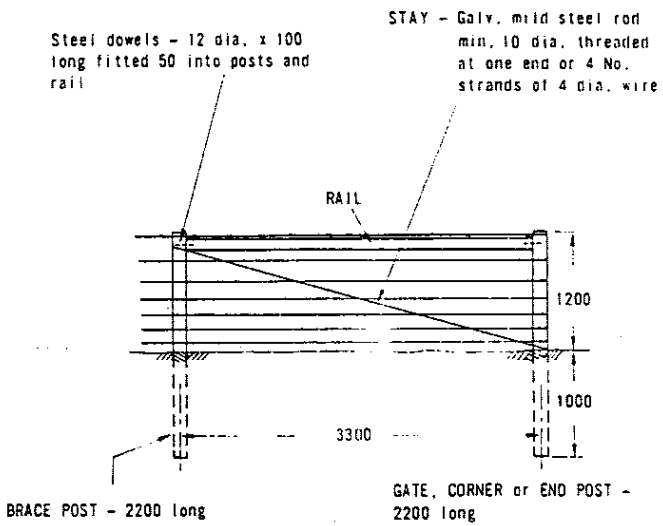
COLOUR CODE

Y=Yellow G=Green O=Orange
BL=Blue BR=Brown CH=Cross Hatched
R=Red P=Purple PK=Pink H=Hatched

Prepared by Shire of Melton



GENERAL ARRANGEMENT



SINGLE STRAINER ASSEMBLY

For use at gateways, ends, angles, etc.

SCHEDULE OF MATERIALS

	INTERMEDIATE POSTS	GATE, CORNER OR END POSTS	BRACE POSTS	RAIL	DROPPERS
Untreated timber – split hardwood	175 x 100	150 x 150 or 300 dia	175 x 100	150 dia	50 x 38
Treated timber – hardwood or pine	100 dia min	150 dia min	125 dia min	125 dia min	42 x 35 pine or 40 x 19 hardwood
Concrete	Refer SD 316				
Steel	Refer Specification				

INTERMEDIATE STRAINER ASSEMBLIES shall be Single Strainer Assembly arrangement with two brace posts and both diagonals braced, and shall be provided on straights at intervals not exceeding 200 metres.

Fence Type B1 – 6 No. 4 dia. plain wire & 1 No. 2.5 dia. barbed wire.

Fence Type B2 – 6 No. 3.15 dia. plain wire & 1 No. 2.5 dia. barbed wire.

Fence Type B3 – 6 No. 2.5 dia. high tensile plain wire & 1 No. 1.6 dia. high tensile barbed wire.

CROSS REFERENCES

1. Double strainer assembly SD 315

STANDARD DRAWING

FENCE TYPE B

POST AND WIRE

Revision No.	Sheet
Approved Road Design Engineer Date 1.6.92	Drawing No. SD 311 Spec. Ref. No. 707 M 2

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Signed by Council: Melton City Council, Council Ref: Sub 4272, Original Certification: 03/06/2014, S.O.C.: 20/02/2015

PLAN OF SUBDIVISION

LV use only
EDITION 1

Plan Number
PS 728824S

Location of Land

Parish: DJERRIWARRH

Township: –
Section: 3
Crown Allotment: A (PART) & B (PART)
Crown Portion: –

Title Reference: VOL 11556 FOL 658

Last Plan Reference: LOT C ON PS641058R

Postal Address: JAMES MELROSE DRIVE
(at time of subdivision) BROOKFIELD 3338

MGA 94 Co-ordinates E 284 180
(of approx. centre of land in plan) N 5 823 220 Zone: 55

Council Name: MELTON CITY COUNCIL
Council Ref:

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
ROAD R1	MELTON CITY COUNCIL

Notations

Staging This ~~is~~/is not a staged subdivision
Planning Permit No. PA2002/257

Survey This plan is/~~is not~~ based on survey BP2530X
This survey has been connected to permanent marks no(s) 33, 58, 387
In Proclaimed Survey Area No. –

Depth Limitation DOES NOT APPLY

LOTS 1 TO 220, 239 TO 267 & LOTS A TO C (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN

AREA SUBDIVIDED (EXCLUDING LOT D) - 2·203ha

TANGENT POINTS ARE SHOWN THUS:

OTHER PURPOSE OF PLAN

TO REMOVE THAT PART OF EASEMENT E-3 ON PS641058R NOW CONTAINED IN JAMES MELROSE DRIVE, LORES DRIVE & GOSSE CRESCENT ON THIS PLAN.

GROUNDS FOR REMOVAL OF EASEMENT

AGREEMENT BY ALL INTERESTED PARTIES

Easement Information

Legend: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance
A – Appurtenant Easement
R – Encumbering Easement (Road)

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG.	PS641058R	MELTON CITY COUNCIL
E-1	SEWERAGE	SEE DIAG.	PS641058R	WESTERN REGION WATER CORPORATION
E-2	SEWERAGE	SEE DIAG.	PS641058R	WESTERN REGION WATER CORPORATION
E-3	DRAINAGE	SEE DIAG.	PS641058R	MELTON CITY COUNCIL
E-3	SEWERAGE	SEE DIAG.	PS641058R	WESTERN REGION WATER CORPORATION
E-3	SUPPLY OF GAS	SEE DIAG.	PS641058R	SPI NETWORKS (GAS) PTY LTD
E-3	POWERLINE	SEE DIAG.	PS641058R - SEC 88 ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD
E-3	SUPPLY OF WATER BY PIPELINE	SEE DIAG.	PS641058R	WESTERN REGION WATER CORPORATION
E-3	TRANSMISSION OF TELECOMMUNICATION SIGNALS BY UNDERGROUND CABLE	SEE DIAG.	PS641058R	LOTS ON PS641058R

REES ROAD – 2B
32 LOTS & BALANCE LOT D

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE DIGITALLY SIGNED DATE / /

REF 30045023 04/04/14 VERSION A

DWG 3004502AA

Sheet 1 of 8 sheets

Original sheet size A3

PLAN REGISTERED:
TIME: 11.21AM
DATE: 12/03/2015

GARY M ROBERTSON
Assistant Registrar of Titles

Signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd) Surveyor's Plan Version (A) SPEAR Ref: S050825V 29/04/2014

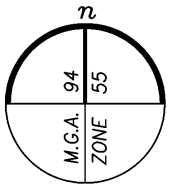
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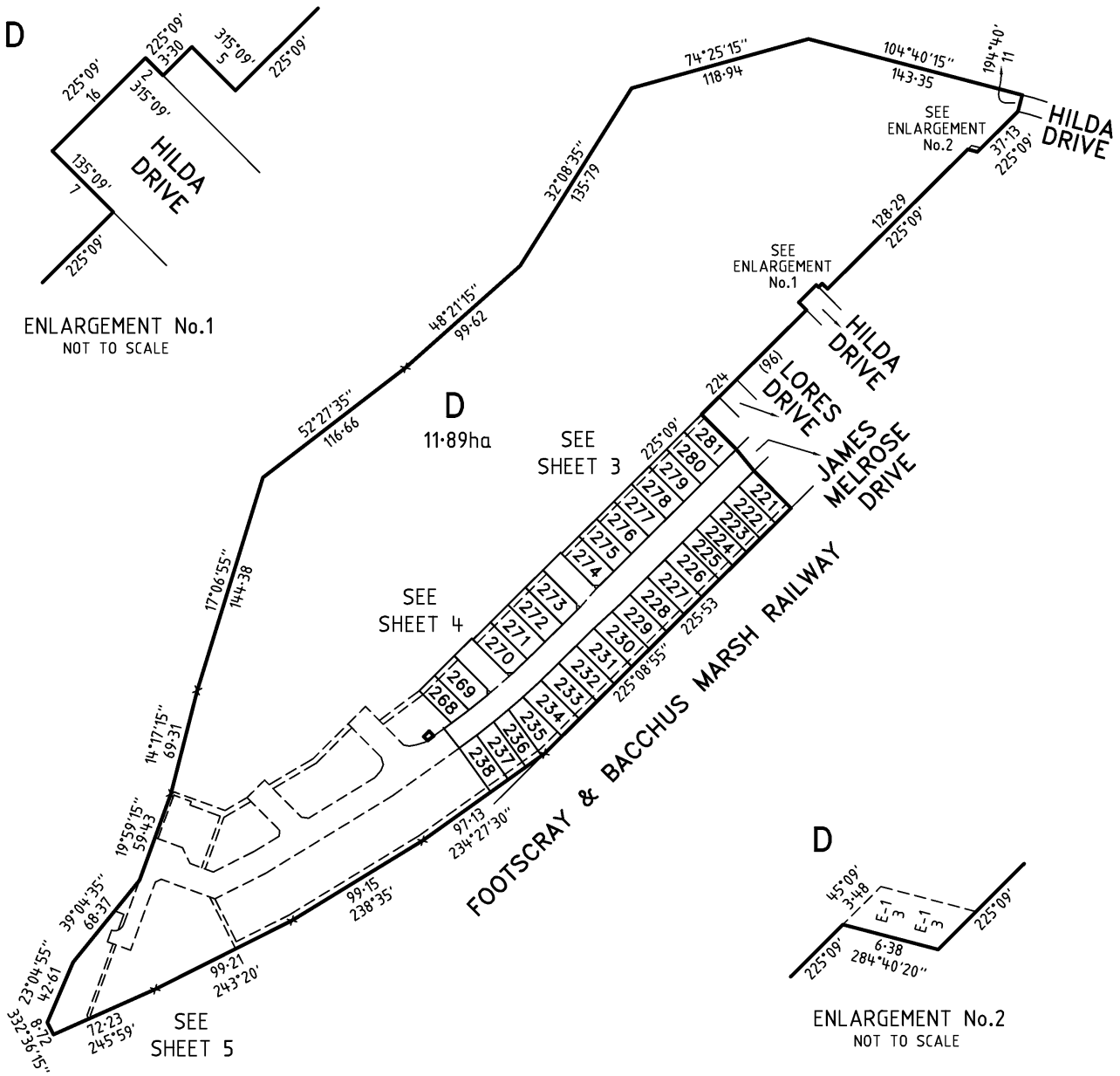
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PLAN OF SUBDIVISION

Plan Number

PS 728824S





REES ROAD – 2B

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P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

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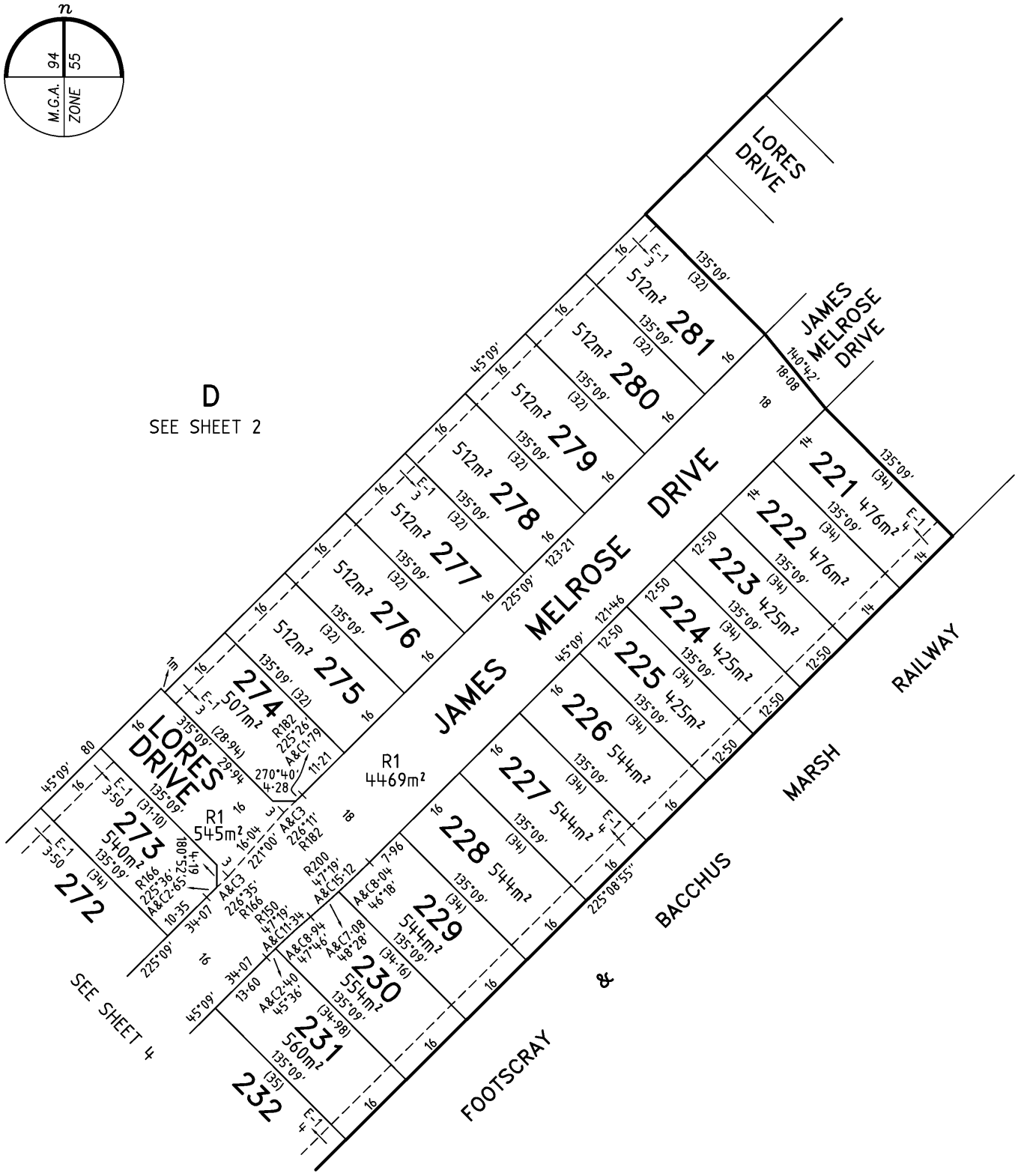
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Plan Number

PS 728824S



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Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

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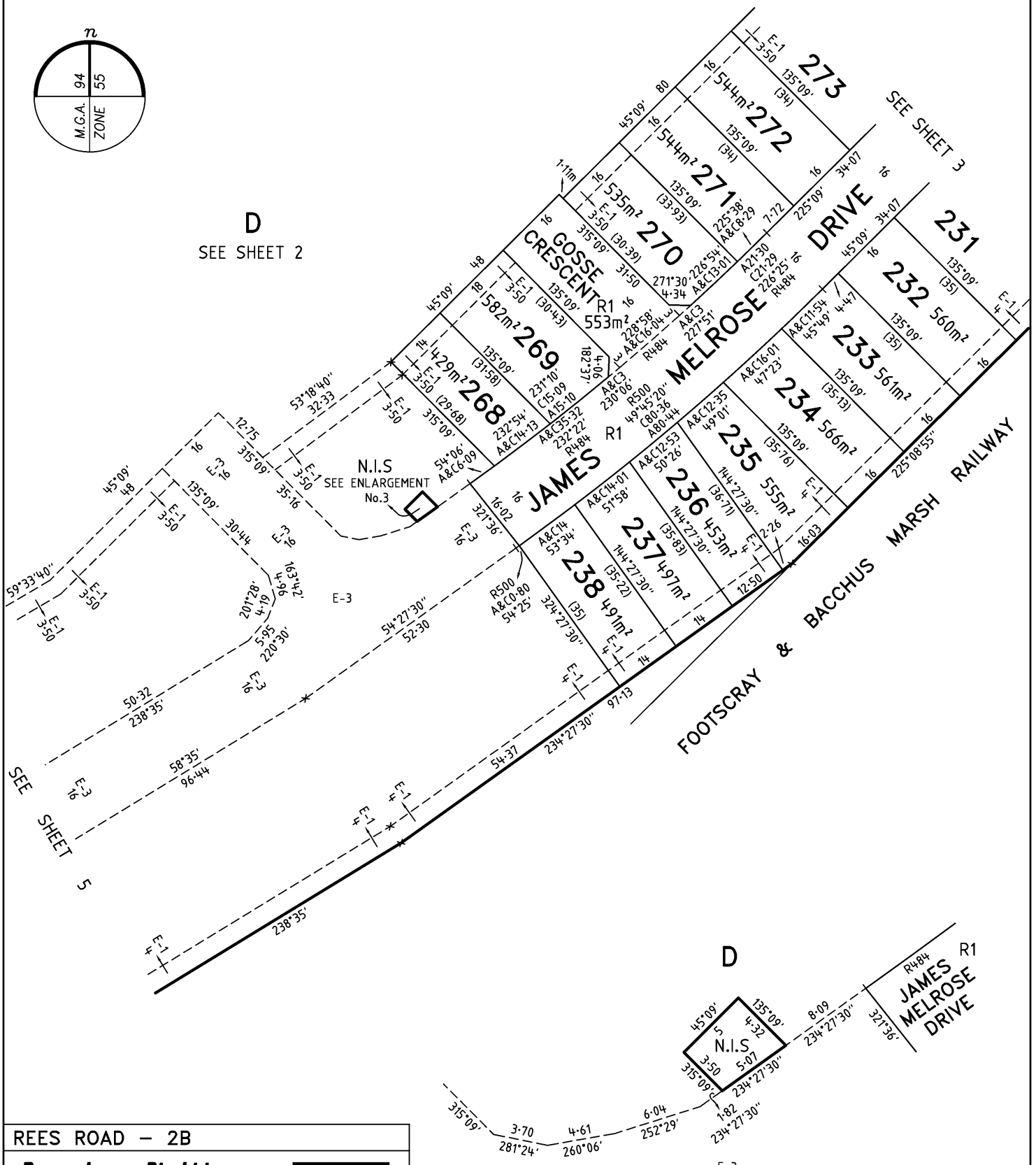
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PLAN OF SUBDIVISION

Plan Number

PS 728824S



ENLARGEMENT No.3
NOT TO SCALE

REES ROAD – 2B

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Vic 3205 Australia
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Signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd) Surveyor's Plan Version (A) SPEAR Ref: S050825V 29/04/2014

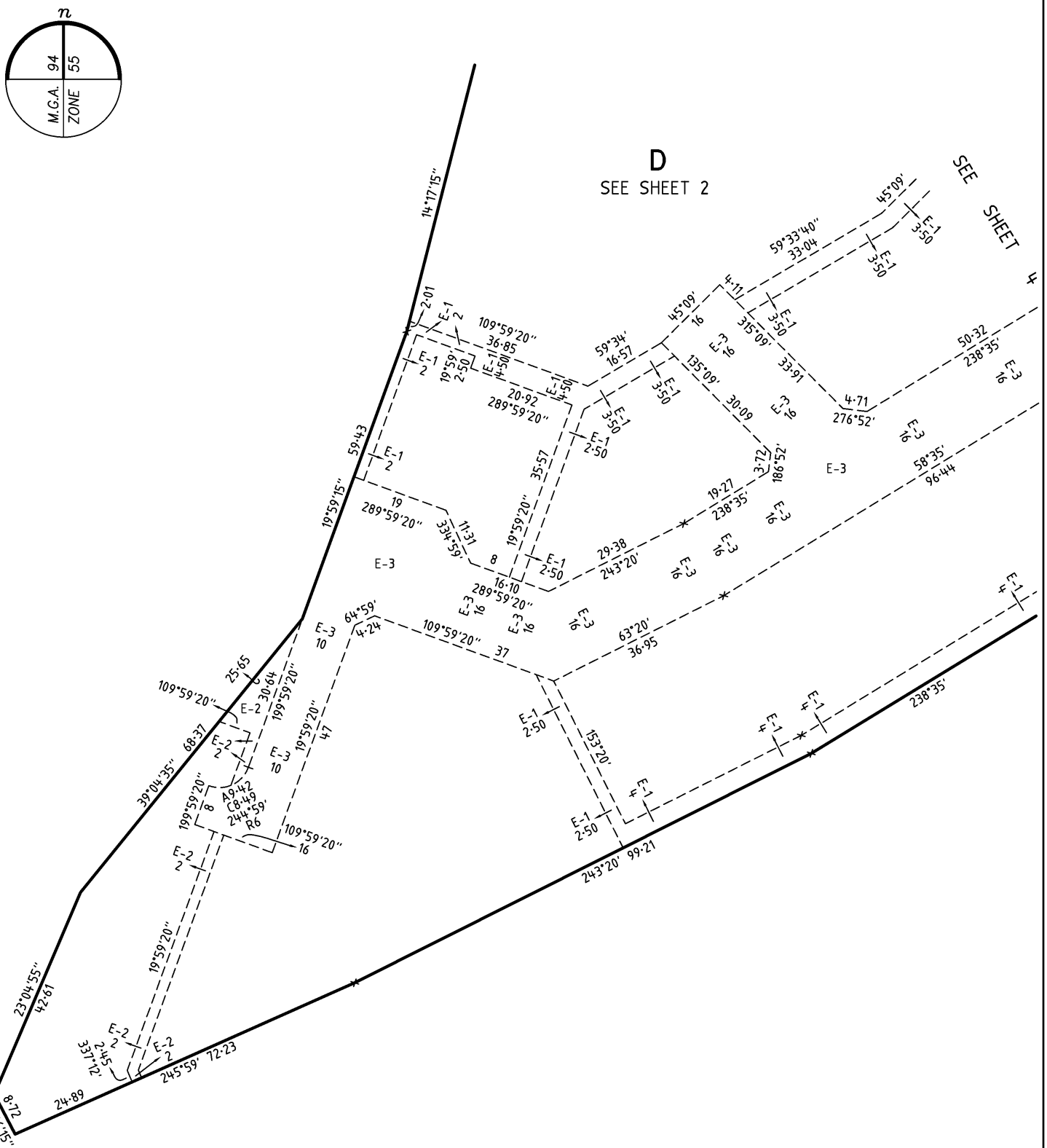
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PLAN OF SUBDIVISION

Plan Number

PS 728824S



REES ROAD – 2B

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			REF 30045023 DWG 3004502AA 04/04/14 VERSION A	

Signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd) Surveyor's Plan Version (A) SPEAR Ref: S050825V 29/04/2014

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PLAN OF SUBDIVISION

Plan Number

PS 728824S

CREATION OF RESTRICTION A

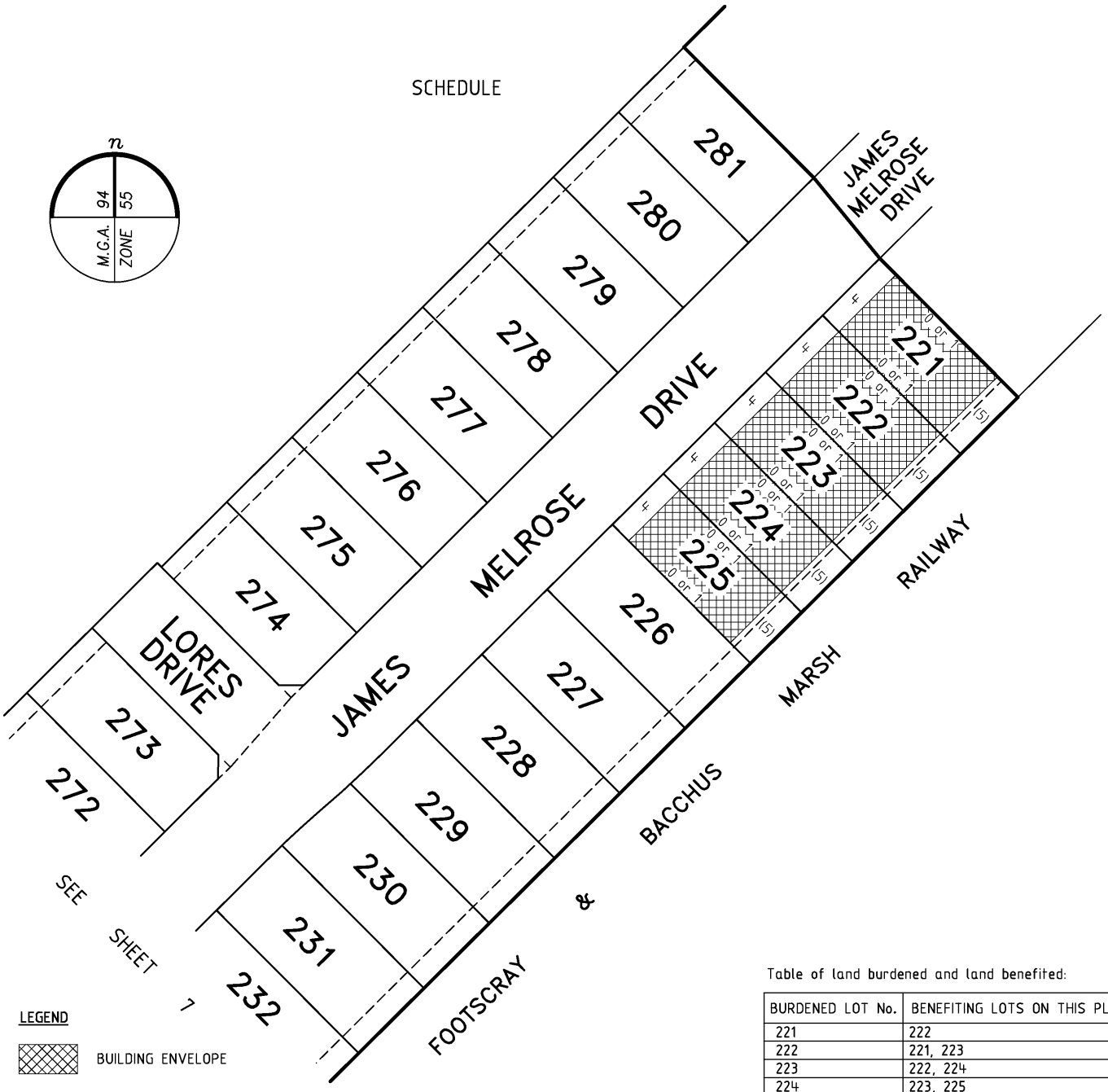
The following restriction is to be created upon registration of this plan

Description of Restriction:

The land is burdended and benefited in accordance with the table below.

The registered proprietors of Lots 221 to 225 (both inclusive), 236 to 238 (both inclusive) and 268 on this Plan of Subdivision shall not construct any dwelling which is not within the designated building envelope as shown in the Schedule except with the prior written consent of the responsible Authority.

SCHEDULE



LEGEND

BUILDING ENVELOPE

Table of land burdened and land benefited:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
221	222
222	221, 223
223	222, 224
224	223, 225
225	224, 226
236	235, 237
237	236, 238
238	237
268	269

REES ROAD – 2B

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A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE 1:750 | SHEET SIZE A3

SCALE 7·5 0 15 30

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE DIGITALLY SIGNED DATE / /

REF 30045023

DWG 3004502AA 04/04/14 VERSION A

Sheet 6

Signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd) Surveyor's Plan Version (A) SPEAR Ref: S050825V 29/04/2014

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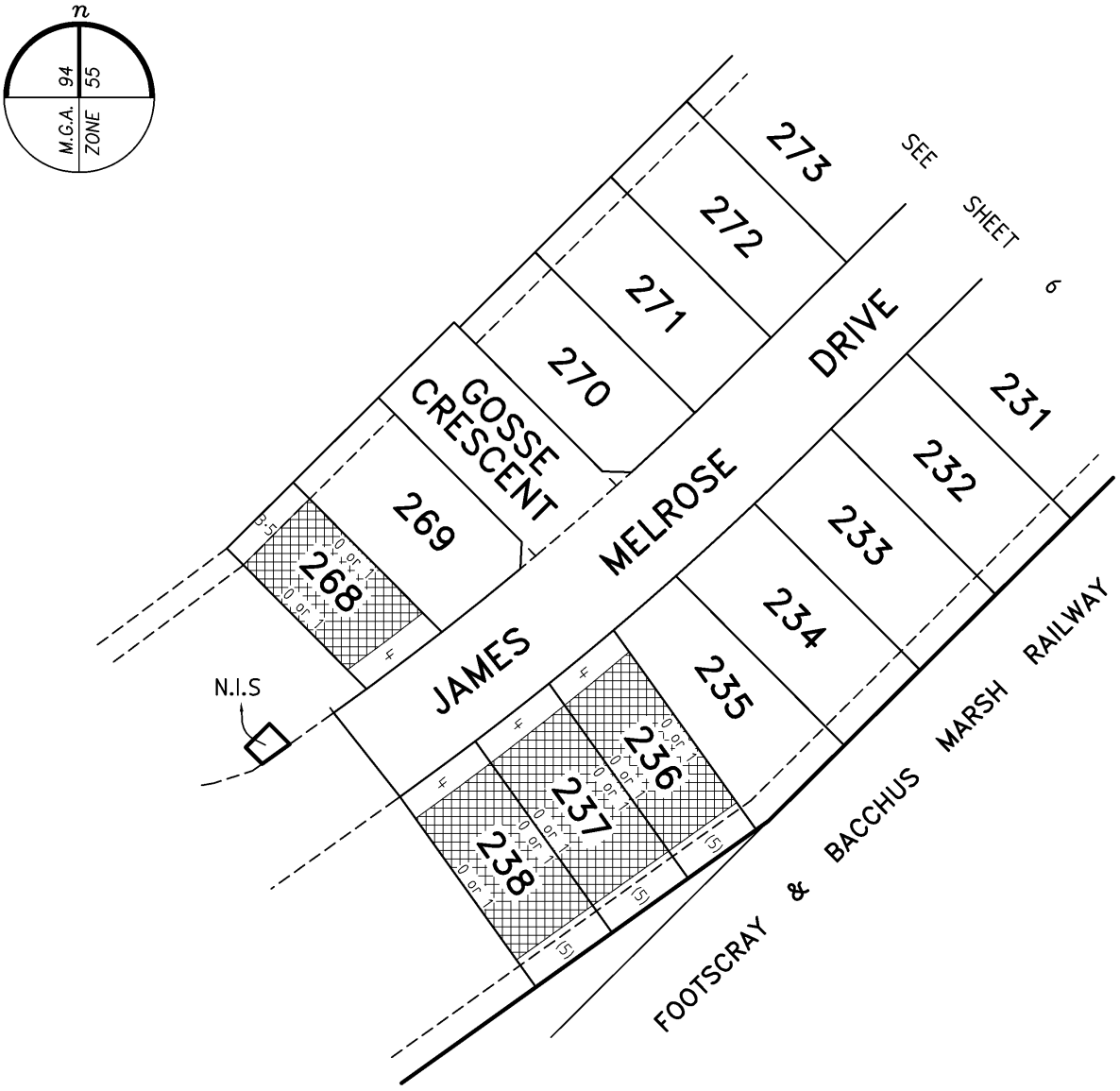
PLAN OF SUBDIVISION

Plan Number

PS 728824S

CREATION OF RESTRICTION A (CONTINUED)

SCHEDULE



LEGEND

BUILDING ENVELOPE

REES ROAD – 2B

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A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
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			REF 30045023 DWG 3004502AA 04/04/14 VERSION A	

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Signed by Council: Melton City Council, Council Ref: Sub 4272, Original Certification: 03/06/2014, S.O.C.: 20/02/2015

PLAN OF SUBDIVISION

Plan Number

PS 728824S

CREATION OF RESTRICTION B

Upon Registration of this plan the following restriction is created:

Land to benefit: Lots 221 to 238 & 268 to 281 (all inclusive) on this plan.

Land to be burdened: Lots 221 to 238 & 268 to 281 (all inclusive) on this plan (each lot being a "burdened lot").

DESCRIPTION OF RESTRICTION
The registered proprietor or proprietors for the time being of any burdened lot must not:

B1 build or permit more than one dwelling-house to be built or remain on the burdened lot;

B2 build or erect or permit to be built or erected or remain on the burdened lot or any part of it:
B2.1 any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications which are in accordance with the relevant objectives and performance measures of Clause 54 of the Melton Planning Scheme.

This restriction shall cease to have effect 7 years after registration of this plan.

REES ROAD – 2B

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

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			REF 30045023 DWG 3004502AA 04/04/14 VERSION A	

Signed by: Geoffrey James Turner (Bosco Jonson Pty Ltd) Surveyor's Plan Version (A) SPEAR Ref: S050825V 29/04/2014

Plan of Subdivision PS728824S

Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S050825V
Plan Number: PS728824S
Responsible Authority Name: Melton City Council
Responsible Authority Reference Number 1: Sub 4272
Surveyor's Plan Version: A

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 at Certification

Digitally signed by Council Delegate:	Geraldine Addicott
Organisation:	Melton City Council
Date:	03/06/2014

Plan of Subdivision PS728824S

Statement of Compliance (Form 15)

Regulation 32(6) Subdivision (Procedures) Regulations 2011

Section 21

Subdivision Act 1988

To Nu Age Trust & Clarks Rd Pty Ltd, 93 Canterbury Road, Canterbury, VIC, 3126

Statement of Compliance

SPEAR Reference Number:	S050825V
Council Ref. No.:	Sub 4272
Office of Titles Plan No.:	PS728824S
Surveyor's Plan Version:	A
Original Date certified by Council:	03/06/2014 04:18:02 pm

This is a Statement of Compliance issued under section 21 of the **Subdivision Act 1988** for the whole of the above plan.

Requirements under Parts 2 and 3 of the **Subdivision Act 1988** have now been satisfied.

You should now lodge the certified plan for registration together with this statement at the Office of Titles in accordance with section 5 (3)(e) of the **Subdivision Act 1988**.

This document issued by Steven Finlay of Melton City Council and signed on 20/02/2015 at 11:42 am

Signed by: Steven Michael Finlay (Melton City Council) 20/02/2015

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 29 May 2023 05:22 PM

PROPERTY DETAILS

Address:	**130 JAMES MELROSE DRIVE BROOKFIELD 3338**
Lot and Plan Number:	**Lot 279 PS728824**
Standard Parcel Identifier (SPI):	**279\PS728824**
Local Government Area (Council):	**MELTON** www.melton.vic.gov.au
Council Property Number:	**634840**
Planning Scheme:	**Melton** Planning Scheme - Melton
Directory Reference:	**Melway 342 E4**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**WESTERN VICTORIA**
Legislative Assembly:	**MELTON**

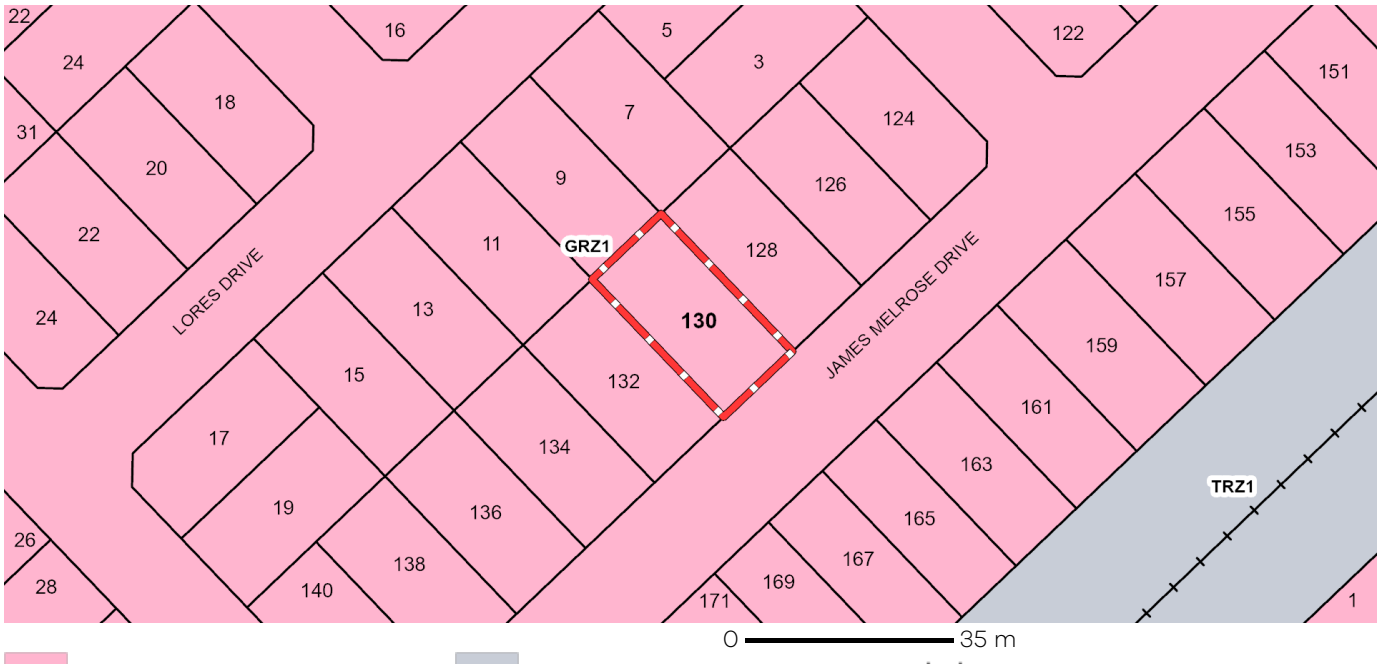
OTHER

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)



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

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Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



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

Further Planning Information

Planning scheme data last updated on 24 May 2023.

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

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

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

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

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

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Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

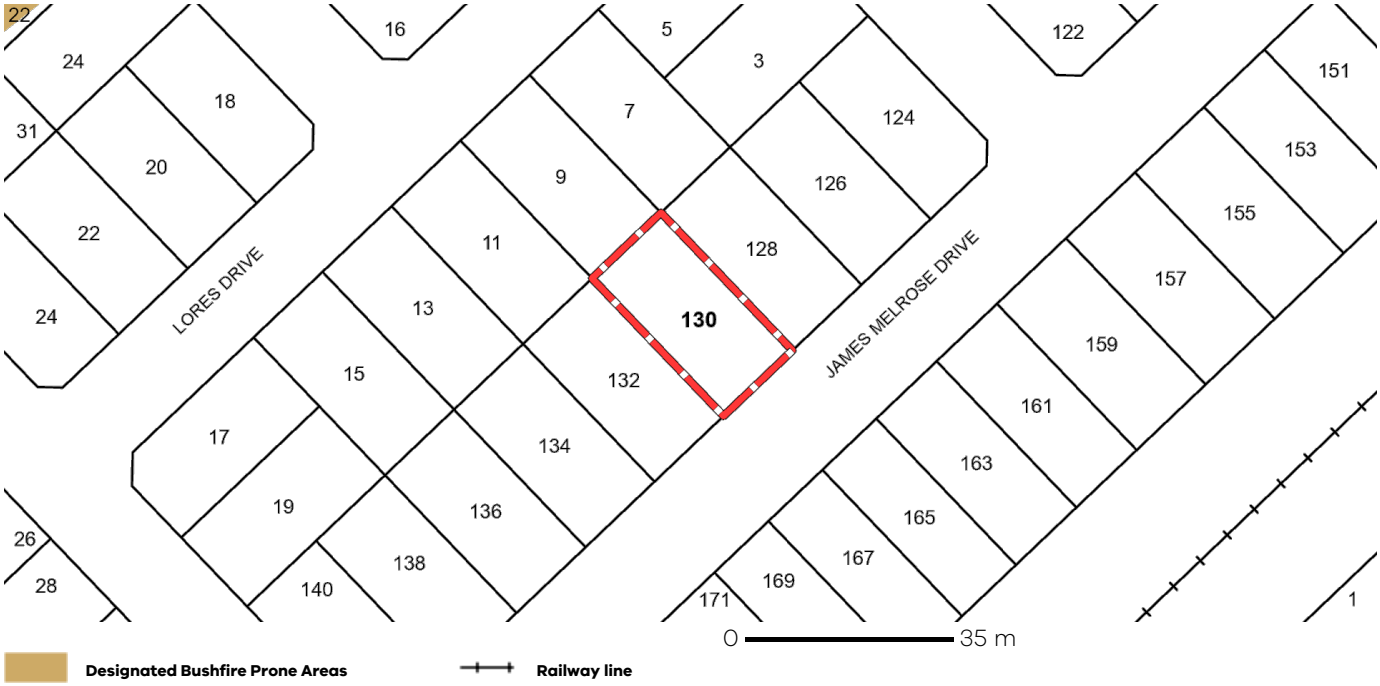
Environment, Land, Water and Planning

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) or please contact your relevant council.

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

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PROPERTY REPORT

Environment, Land, Water and Planning

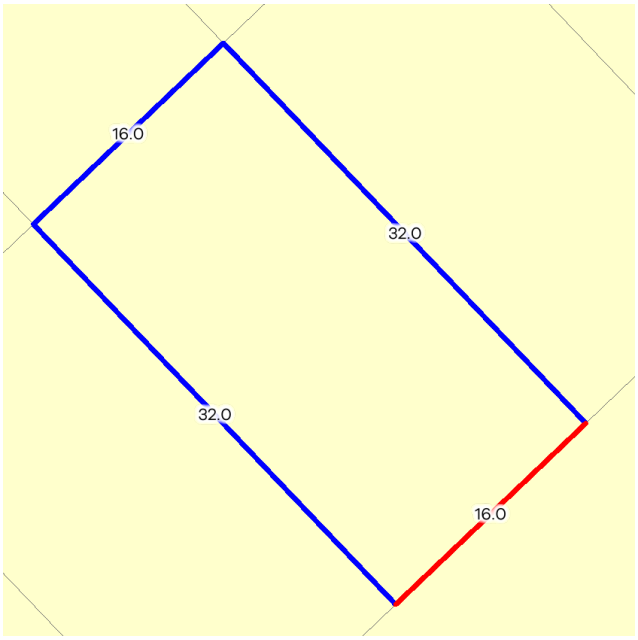
From www.planning.vic.gov.au at 29 May 2023 05:22 PM

PROPERTY DETAILS

Address:	**130 JAMES MELROSE DRIVE BROOKFIELD 3338**
Lot and Plan Number:	**Lot 279 PS728824**
Standard Parcel Identifier (SPI):	**279\PS728824**
Local Government Area (Council):	**MELTON** www.melton.vic.gov.au
Council Property Number:	**634840**
Directory Reference:	**Melway 342 E4**

SITE DIMENSIONS

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



Area: 512 sq. m
Perimeter: 96 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:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**WESTERN VICTORIA**
Legislative Assembly:	**MELTON**

PLANNING INFORMATION

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

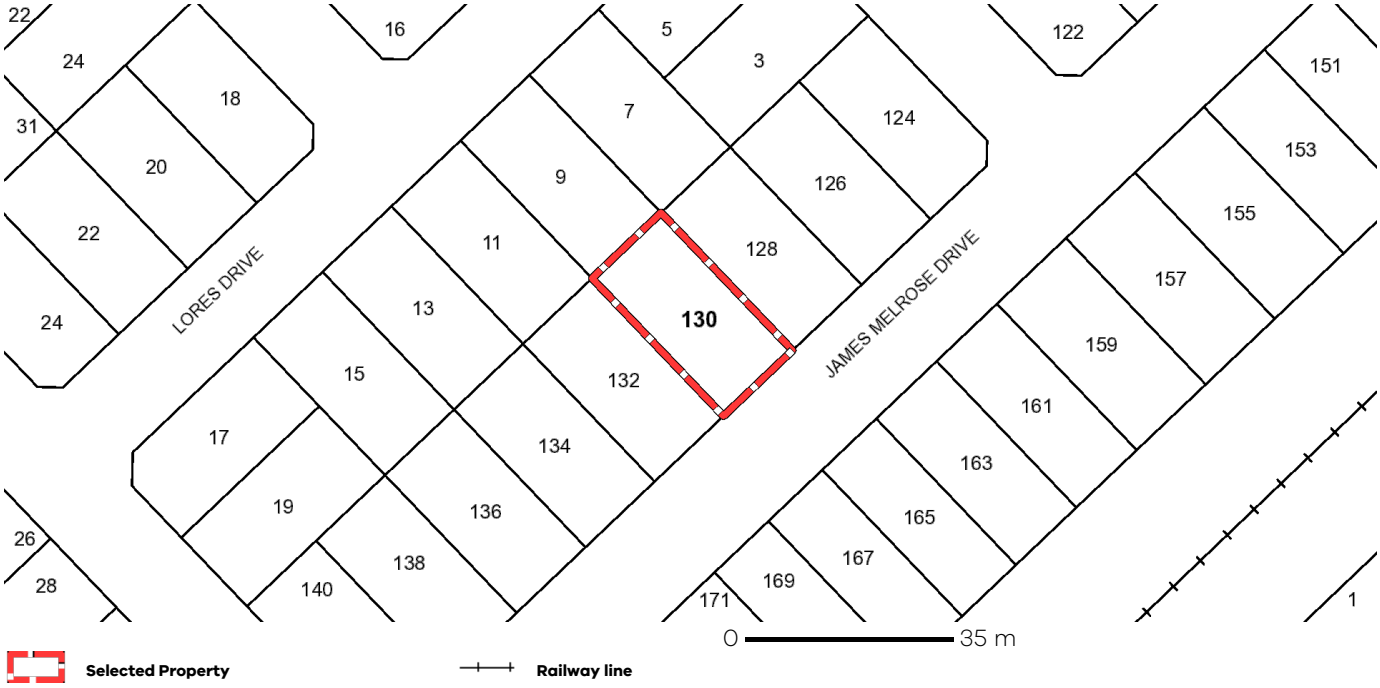
The Planning Property Report for this property can found here - Planning Property Report

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

PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



RESIDENTIAL TENANCIES ACT 1997
CONDITIONS OF AGREEMENT
Ver.7.2.0/0122

This Agreement is between the RESIDENTIAL RENTAL PROVIDER (RENTAL PROVIDER) and the RENTER specified in Schedule A. RENTAL PROVIDER must use this form for a fixed term Residential Rental Agreement of no more than five years or a periodic Residential Rental Agreement in writing.

1. GENERAL CONDITION
This form is the written record of your Rental Agreement. This is a binding contract under the *Residential Tenancies Act 1997* and *Residential Tenancies Amendment Act 2018*, so please read all terms and conditions carefully. If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 before signing the Agreement. When a bond is paid, the RENTAL PROVIDER/AGENT and RENTER must complete an Entry Condition Report, and both keep a copy for their records. RENTER must return the **Entry Condition Report within 5 (five) business days**; beyond that RENTER agreed and accepted the condition of the premises let as on the Entry Condition Report.

1.1. PREMISES LET AND RENT
The RENTAL PROVIDER lets the RENTER of the PREMISES LET specified in Schedule A together with those items indicated in Schedule A, for which the RENT shall be the amount specified in Schedule A commencing on the start date specified in Schedule A and payable in advance by the RENTER to the party specified in Schedule A.

1.2. BOND
The RENTER has been asked to pay the bond specified in Schedule A to the RENTAL PROVIDER/AGENT on or before the signing of this Agreement. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

1.3. FIXED TERM AGREEMENT
The term of this Agreement must be as specified in Schedule A. STARTING on the date specified in Schedule A and ENDING on the date specified in Schedule A; and unless either party terminates this Agreement in accordance with the provisions of the *Residential Tenancies Act 1997*, this Agreement will continue as a periodic agreement.

OR

PERIODIC AGREEMENT
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.

1.4. CONSENT TO SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHOD

a) Express Consent

1. The RENTAL PROVIDER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
   ☑ Yes, at the email address specified in Schedule A.
2. The RENTER agrees to the service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8:
   ☑ Yes, at the email address specified in Schedule A.

b) Inferred Consent

The RENTAL PROVIDER or the RENTER must not infer consent to electronic method merely from the receipt or response to emails or other electronic communications if the RENTAL PROVIDER or the RENTER has not consented to electronic method.

c) Change of Electronic Address

The RENTAL PROVIDER or the RENTER must immediately notify the other party in writing if their contact details change as specified in Schedule A changes.

d) Withdrawal of Consent

1. The RENTAL PROVIDER or the RENTER may withdraw their consent to electronic method of notices and other documents only by giving notice in writing to the other party.
2. Following the giving notice as on the previous clause, no further notices or other documents are to be served by electronic method.

e) Additional Terms

"Electronic communication" has the same meaning as in *Electronic Transactions (Victoria) Act 2000* Section 7 and "Information" has the same meaning as "giving information" in Section 8 of the Act.

2. RIGHTS AND OBLIGATIONS
This is a summary of selected rights and obligations of RENTER and RENTAL PROVIDER under the Act.

2.1. CONDITION OF THE PREMISES LET
a) The RENTAL PROVIDER must ensure the premises let comply with the rental minimum standards, and is vacant and reasonable clean when the RENTER moves in.
b) The RENTAL PROVIDER must ensure that the premises let are maintained in good repair and in a fit condition for occupation.
c) The RENTAL PROVIDER agrees to do all the safety-related maintenance and repair activities set out in clause 2.3 of the Agreement.
d) The RENTER must follow all safety-related activities set out in clause 2.3 of the Agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises let.

2.2. URGENT REPAIRS
a) If there is a need of an urgent repair, the RENTER should notify the RENTAL PROVIDER in writing.
b) 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.
c) 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.
d) 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 $2,500 with a valid invoice by a licensed tradesman.
e) The RENTER may apply to Victorian Civil and Administrative Tribunal (VCAT) for an order requiring the RENTAL PROVIDER to carry out urgent repairs if:
    1. The RENTER cannot meet the cost of the repairs; or
    2. The cost of repairs is more than $2,500; or
    3. The RENTAL PROVIDER refuses to pay the cost of repairs if it is carried by the RENTER.
f) Emergency Contact List is provided on the RENTER GUIDELINES.

2.3. SAFETY-RELATED ACTIVITIES
2.3.1. Electrical safety checks
a) The electrical safety check of all electrical installations, appliances and fitting provided by RENTAL PROVIDER has been conducted every two years by a licensed electrician.
b) If an electrical safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange an electrical safety check as soon as practicable.

2.3.2. Gas safety activities
This safety-related activity only applies if the premises let contains any appliances, fixtures or fittings which use or supply gas.
a) The gas safety check of all gas installations and fittings in the premises let has been conducted every two years by a licensed gasfitter.
b) If a gas safety check of the premises let has not been conducted within the last two years, the RENTAL PROVIDER will arrange a gas safety check as soon as practicable.

2.3.3. Smoke alarm safety activities
a) The RENTAL PROVIDER must ensure that-
    i. any smoke alarm is correctly installed an 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 will immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if the RENTAL PROVIDER is notified by the RENTER that it is not in working order.
c) The RENTAL PROVIDER, on or before the commencement of the Agreement, will provide the RENTER with the following information in writing-
    i. information about how each smoke alarm in the premises let operates;
    ii. information about how to test each smoke alarm in the premises let;
    iii. information about the RENTER'S obligations to not tamper with any smoke alarms and to report if a smoke alarm in the premises let 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 premises let is not in working order.

2.3.4. Swimming pool barrier safety activities
These safety-related activities only apply if the premises let 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.

2.3.5. Relocatable swimming pool safety activities (as the case may be)
These safety-related activities only apply if a relocatable swimming pool is erected, on is intended to be erected, on the premises let. And these safety-related activities only apply to swimming pools or spas that hold water deeper than 300 mm.
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.

2.3.6. Bushfire prone area activities (as the case may be)
This safety-related activity only applies if the premises let is in a bushfire prone area and is required to have a water tank for bushfire safety.
a) If the premises let 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.
b) The water tank must be full and clean at the commencement of the Agreement.

2.4. DAMAGE TO THE PREMISES LET
a) The RENTER must ensure that care is taken to avoid any damaging the premises let.
b) The RENTER must take reasonable care to avoid damaging to the premises let and any common areas.
c) The RENTER must notify the RENTAL PROVIDER, in writing, as soon as practicable of-
- damage to the premises let; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the RENTAL PROVIDER.

d) The RENTAL PROVIDER will carry out non-urgent repairs in a reasonable time.

2.5. REPAIRS
Only a suitable qualified person may do repairs – both urgent and non-urgent.

2.6. USE OF PREMISES LET
a) The RENTER is entitled to quiet enjoyment of the premises let. The RENTAL PROVIDER may only enter the premises let in accordance with the Act; and
b) The RENTER must not use or allow the premises let for any illegal purposes; and
c) The RENTER must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
d) The RENTER must avoid damaging the premises let and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the RENTER must notify the RENTAL PROVIDER in writing; and
e) The RENTER must keep the premises let reasonable clean during the period of Agreement.

2.7. PROFESSIONAL CLEANING
a) The RENTAL PROVIDER must ensure that the premises let are in a reasonably clean condition on the day on which it is agreed that the RENTER is to enter into occupation of the premises.
b) 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 premises let 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 let immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the premises let 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.

c) The RENTER must have all or part of the premises let professional cleaned, or pay the cost of having all or part of the premises let professional cleaned, if professional cleaning becomes required to restore the premises let 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.

2.8. RENT
a) The RENTAL PROVIDER will give the RENTER at least 60 days written notice of a proposed rent increase.
b) The rent will not be increased more than once every 12 months.
c) The RENTAL PROVIDER will not increase the rent under a fixed term agreement unless the Agreement as specified in Schedule A provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

2.9. MODIFICATIONS

a) The RENTER may make some modifications without seeking the RENTAL PROVIDER'S consent. These modifications are listed on the Consumer Affairs Victoria website, consumer.vic.gov.au/renting.

b) The RENTER must seek the RENTAL PROVIDER'S consent before installing any other fixtures or additions.

c) The RENTER may apply to VCAT if they believe that the RENTAL PROVIDER has unreasonable refused consent for a modification mentioned in the Act.

d) The RENTER at the end of the Agreement, must restore the premises let 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.

e) The RENTAL PROVIDER must not unreasonably refuse consent for certain modifications as listed on the Consumer Affairs Victoria website.

2.10. ACCESS AND ENTRY

a) The RENTAL PROVIDER may enter the premises let-

- at any time, if the RENTER has agreed within the last seven days; and
- to do an inspection, but not more than once every six months; and
- to comply with the RENTAL PROVIDER'S duties under the Act; and
- to show the premises let or conduct an open inspection to sell, rent or value the premises let; 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.

b) The RENTER must allow entry to the premises let where the RENTAL PROVIDER has followed proper procedure.

2.11. LOCKS

a) The RENTAL PROVIDER must ensure the premises let-

- 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 windows locks.

b) 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.

c) The RENTER must obtain consent from the RENTAL PROVIDER to change a lock in the master key system.

d) The RENTAL PROVIDER must not unreasonably refuse consent for a RENTER seeking to change a lock in the master key system.

e) The RENTAL PROVIDER must not give a key to a person excluded from the premises let under-

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

2.12. PETS

a) The RENTER must seek consent from the RENTAL PROVIDER before keeping a pet on the premises let.

b) The RENTAL PROVIDER must not unreasonably refuse a request to keep a pet.

2.13. ASSIGNMENT OR SUB-LETTING

a) The RENTER must NOT assign (transfer to another person) or sub-let the whole or any part of the premises without the consent of the RENTAL PROVIDER. The RENTAL PROVIDER may give the RENTER notice to vacate if the RENTER assigns or sub-lets the premises let without consent.

b) The RENTAL PROVIDER will not unreasonably withhold consent to assign or sub-let the premises let.

c) The RENTAL PROVIDER will not demand or receive a fee or payment for consent, other than any fees, costs or charges incurred by the RENTAL PROVIDER in relation to the preparation of an assignment in writing of this Agreement. The AGENT incurs a fee as stated in clause 3.45 in order to transfer a RENTER within an existing Agreement that has more than three months expiration term.

3. ADDITIONAL TERMS
Both parties to this Agreement shall comply with the provisions of the *Residential Tenancies Act 1997* as they apply to each party. The additional 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.

3.1. The RENTER shall pay charges in respect of the connection or re-connection and consumption of electricity, gas, and telephone of the rented premise, which is separately metered for these services.

3.2. The RENTER shall pay charges in respect of the consumption of water of the rented premise, which is separately metered OR a pro-rata fees if it is a communal metered for this service.

3.3. The RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

3.4. The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the *Occupiers Liability Act 1983.*

3.5. The RENTER shall not do or allow any action which would invalidate any insurance policy on the premises, or increase the premium, and the RENTER shall pay the RENTAL PROVIDER all increased premiums and any other expenses incurred as a consequence of this term.

3.6. The RENTER agrees to pay the RENTAL PROVIDER any excess amount or any additional premium charged by the RENTAL PROVIDER'S Insurance Company as a result of accidental breakage of glass, toilet bowls, and washing basins in the premises let where the damage has been caused by the RENTER, or by anyone on the premises let with the consent of RENTER.

3.7. The RENTER shall indemnify the RENTAL PROVIDER for any loss or damage caused by failure to ensure that care is taken to avoid damaging the premises let by the RENTER or anyone on the premises let with the consent of the RENTER. Without limiting the generality of the foregoing, the RENTER shall indemnify the RENTAL PROVIDER for the cost of repairing ANY plumbing blockage caused by the negligence or misuse of the RENTER, or by anyone on the premises let with the consent of the RENTER.

3.8. The RENTER shall indemnify the RENTAL PROVIDER against all liabilities in respect of injury or damage to any third person or the third party to the premises let arising from any conduct, act, or omission by the RENTER, or the RENTER'S servants, agents and/or invitees.

3.9. The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver the keys of the premises let held by the RENTER to the AGENT'S office in person, and that rent on the premises let is payable until the keys are delivered.

3.10. The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications. The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

3.11. The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation *(short stay)* for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions.

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

3.13. The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

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

3.15. The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

3.16. The RENTER acknowledges and agrees that there will be NO SMOKING inside the premises let during the term of the tenancy.

3.17. The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

3.18. The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein.

3.19. The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Schedule B (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided that the RENTER shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the RENTAL PROVIDER. The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

3.20. The RENTER shall at the RENTER'S expenses replace all lighting tubes and globes to the premises let which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

3.21. The RENTER agrees to pay the administration fee *(non-reimbursable)* as on clause 3.22 for the extra keys and to return all keys as given at the end of the tenancy in accordance with the clause 3.9.

3.22. The RENTER agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of $33 (included GST) per processing service that excluded of the RENTER'S transfer processing fee on the clause 3.45.

3.23. The RENTER agrees to maintain the garden area, to water trees and shrubs, to mow the lawn, and to remove all garden rubbish from the premises let in accordance with the water restrictions *if applicable to the premises let*.

3.24. The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 2.13.

3.25. The RENTER assigns the tenancy or sub-let in contrary to clause 2.13, or the RENTER abandon the premises let, the RENTER may be required to reimburse the RENTAL PROVIDER'S letting expenses including:
a) The pro-rata value of the letting fee, pay all the advertising costs incurred in obtaining a new RENTER and rental tenancy database reference check on new applicants;
b) Continue to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and
c) Leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.

3.26. The RENTER'S obligation to pay the RENTAL PROVIDER'S re-letting expenses is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event on clause 3.24.

3.27. If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER shall give the RENTAL PROVIDER or AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

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

3.29. The RENTER shall allow the RENTAL PROVIDER or AGENT to put on the premises let a notice *'to let'* during the last month of the term of this Agreement. The RENTER shall also allow the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to put on the premises let a notice *'for sale'* or *'auction'* at any time during the term of this Agreement and permit access to the premises let by the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT to present the premises let to prospective purchasers or RENTER upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the RENTAL PROVIDER'S AGENT.

3.30. The RENTER acknowledges that pursuant to Section 428 of the *Residential Tenancies Act 1997*, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

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

3.32. The RENTER must:
a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
b) immediately notify the RENTAL PROVIDER/AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER/AGENT in writing on the same day.

3.33. The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

3.34. The RENTER agrees:
a) payments are to be made monthly in advance on or before the due date by *BPAY system* or any approved payment system by the AGENT.
b) rent will be paid up to **three (3)** days prior to the RENTER due date, as monies take three business days to clear into the trust account.

c) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
d) if the RENTER fails to make a rent payment under the terms of this Agreement on the due date for payment and the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT incurs *fees and/or charges* as a consequence of that failure, the RENTER will reimburse the RENTAL PROVIDER and/or the RENTAL PROVIDER'S AGENT the full amount of those fees and/or charges on demand.

3.35. In accordance with the *Residential Tenancies Act 1997*, if the RENTER changes the locks at the premises, the RENTER agrees to provide a duplicate key to the AGENT immediately. The RENTER is responsible for the replacement of lost keys, remote controls, additional keys, and any locksmith charges where keys are lost or mislaid and comply with clause 2.11.

3.36. The RENTER hereby agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

3.37. The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

3.38. The RENTER agrees to park only in the allocated area and shall abide by the car parking rules (if any) applicable to the premises let occupied. Parking on any lawn areas is NOT permitted.

3.39. The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Tenancy Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

3.40. The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, and lice. If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.

3.41. Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in Schedule A, she/he will:
a) immediately inform the Agent in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

3.42. Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, she/he will:
a) immediately inform their property manager in writing of their desire and ask them to find acceptable person/persons willing to lease the premises let;
b) reimburse the RENTAL PROVIDER the pro-rata value of the letting fee, pay all advertising costs incurred in obtaining a new RENTER, and rental tenancy database reference check on new applicants;
d) continue maintaining the said premises let, and pay rent in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
e) leave the premises let in a clean as on clause 2.7 and undamaged state as on the Entry Condition Report.

3.43. The RENTER hereby agrees to have all carpets professionally steamed or dry-cleaned on the termination of tenancy *(where carpets are steamed cleaned prior to commencement)* and will provide a receipt to the AGENT when returning keys. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

3.44. The RENTER acknowledges that he/she is responsible for arranging private contents insurance (and or RENTER insurance), as the RENTAL PROVIDER/AGENT is not responsible for replacing or repairing damaged or stolen personal belongings. The insurance shall cover the liabilities as related to clause 3.6 and clause 3.32 accordingly.

3.45. The RENTER agrees to inform the agent in writing prior to any RENTER transfers and or changes taking place. The RENTER understands and agrees that each ingoing RENTER must complete an application form and supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place. The *ingoing* and or *outgoing* RENTER agrees to pay in advance a fee of $275 including GST or 0.55 weeks rent including GST, whichever greater (reimbursement of the RENTAL PROVIDER'S cost as stated in clause 2.13) once the RENTER transfer is approved. The RENTER further agrees to ensure all documentation formalising the RENTER transfer is submitted to the AGENT prior to finalisation of the transfer of tenancy.
The transfer will take in place until the new Agreement is binding and unconditional.

3.46. The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the *Residential Tenancies Act 1997* as 'urgent repairs' are required in writing to the AGENT address outlined in Schedule A.

3.47. No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the *Residential Tenancies Act 1997* shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

3.48. The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

3.49. This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER.

Please return the signed Residential Rental Agreement to:

XYNERGY REALTY SOUTH YARRA
25 Malcolm Street, South Yarra, VIC 3141

XYNERGY REALTY Residential Rental Agreement – Schedule A
Residential Tenancies Act* 1997 – *Section 26(1)
Residential Tenancies Regulations 2021 Regulation 10(1) – Schedule 1 Form 1

RENTAL PROVIDER	Name:	**Michael Butters & Ria James**
AGENT	Name:	**Xynergy Pty Ltd Trading as Xynergy Realty**
	Business Address:	**25 Malcolm Street, South Yarra, VIC 3141**
	Telephone:	**1300 884 168**
	Email:	**rental@xynergy.com.au**
	ABN:	**92 429 507 215**

		Name	Email
RENTER(S)	RENTER 1	**Manika Mootoosamy**	**nchocalingum@gmail.com**
	RENTER 2	**Pragaladen Chocalingum**	**manikamootoosamy@gmail.com**

PREMISES LET by the RENTAL PROVIDER: **130 James Melrose Drive, Brookfield, VIC, 3338**

LENGTH OF THE AGREEMENT:

Fixed Period ☑ - The period of the Agreement (The period of **12** months Agreement)
Start date: 22**/08/2022** End date**: 21/08/2023**
(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.

RENT **$1,543.00** Per Calendar Month (payable in advance)
Day rent is to be paid on the **21st** of each month
Date first rent payment due **21 August 2022**

BOND
The RENTER has been asked to pay the bond specified below. Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the RENTAL PROVIDER may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The RENTAL PROVIDER or their AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the RENTER a receipt for the bond. If the RENTER does not receive a receipt within 15 business days from when they paid the bond, they may email the RTBA at rtba@justice.vic.gov.au OR call the RTBA on 1300 137 164.

Bond Amount: **$1,543.00**
Date bond payment due: **21 August 2022**

This Agreement is made under the Act. Before signing you must read *Clause 2 – Rights and Obligations* and *Clause 3 – Additional Terms* in this Agreement which outlines your right and obligations.

SIGNATURES
RENTAL PROVIDER

Signature of AGENT on behalf of the RENTAL PROVIDER — Rebekah Singh (Sep 1, 2022 13:23 GMT+10) — *Name:* ***Rebekah Singh*** — *Date* Sep 1, 2022

RENTER(S)

Signature of *RENTER 1* — M. Mootoosamy (Sep 3, 2022 15:32 GMT+10) — *Name:* ***Manika Mootoosamy*** — *Date* Sep 3, 2022

Signature of RENTER 2 — *Name:* ***Pragaladen Chocalingum*** — *Date* Sep 5, 2022

Additional Documents

Owners Corporation Rules (as the case may be)

Prepared on: 31 August 2022

PT1378_RRA

Final Audit Report 2022-09-04

Created:	2022-08-31
By:	Xynergy South Yarra (rental@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3dyVAi2XPUrfj2XpqkmDdKd5N6lOwmM8

"PT1378_RRA" History

Document created by Xynergy South Yarra (rental@xynergy.com.au)
2022-08-31 - 03:15:51 GMT- IP address: 117.54.158.196

Document emailed to rebekah.singh@xynergy.com.au for signature
2022-08-31 - 03:18:13 GMT

Email viewed by rebekah.singh@xynergy.com.au
2022-08-31 - 03:18:21 GMT- IP address: 66.249.84.213

Email viewed by rebekah.singh@xynergy.com.au
2022-09-01 - 03:23:03 GMT- IP address: 66.249.84.204

Signer rebekah.singh@xynergy.com.au changed full name at signing to Rebekah Singh
2022-09-01 - 03:23:25 GMT- IP address: 111.220.140.120

Document e-signed by Rebekah Singh (rebekah.singh@xynergy.com.au)
Signature Date: 2022-09-01 - 03:23:27 GMT - Time Source: server- IP address: 111.220.140.120

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2022-09-01 - 03:23:29 GMT

Email viewed by manikamootoosamy@gmail.com
2022-09-01 - 03:23:35 GMT- IP address: 74.125.218.119

Email viewed by manikamootoosamy@gmail.com
2022-09-03 - 03:10:48 GMT- IP address: 66.249.84.218

Signer manikamootoosamy@gmail.com changed full name at signing to M. Mootoosamy
2022-09-03 - 05:32:26 GMT- IP address: 112.213.212.170

Document e-signed by M. Mootoosamy (manikamootoosamy@gmail.com)
Signature Date: 2022-09-03 - 05:32:27 GMT - Time Source: server- IP address: 112.213.212.170

Document emailed to nchocalingum@gmail.com for signature
2022-09-03 - 05:32:29 GMT

Email viewed by nchocalingum@gmail.com
2022-09-03 - 20:53:06 GMT- IP address: 104.28.90.4

Email viewed by nchocalingum@gmail.com
2022-09-04 - 19:42:14 GMT- IP address: 104.28.90.8

Signer nchocalingum@gmail.com changed full name at signing to Pragaladen Chocalingum
2022-09-04 - 22:24:11 GMT- IP address: 112.213.212.170

Document e-signed by Pragaladen Chocalingum (nchocalingum@gmail.com)
Signature Date: 2022-09-04 - 22:24:13 GMT - Time Source: server- IP address: 112.213.212.170

Agreement completed.
2022-09-04 - 22:24:13 GMT

2021 Land Tax Assessment Notice

For land held in joint ownership

STATE REVENUE OFFICE VICTORIA

ABN 76 775 195 331

7045851053004002218 R06

MICHAEL JOHN BUTTERS
13 CADDEN STREET
EAST VICTORIA PARK WA 6101

CUSTOMER NUMBER QUOTE IF YOU CONTACT US	092114943
ASSESSMENT NUMBER THIS CHANGES EVERY YEAR	47160144
ISSUE DATE	14 MAY 2021
TOTAL PAYABLE	$275.00

INTEREST IS CHARGED ON LATE PAYMENTS

THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:
MICHAEL JOHN BUTTERS
RIA PATRICIA JAMES

Paid 30/9/21

TWO WAYS TO PAY

1 IN FULL

PAY BY **1 OCT 2021**

2 INSTALMENTS

MUST BE SET UP BY **11 JUN 2021**

Instalments are ONLY payable via the online system, **AutoPay**.

AutoPay allows you to set up automated payments using your credit card or transaction account.

Choose from the following options:

FOUR INSTALMENTS (EQUAL AMOUNTS)	MONTHLY INSTALMENTS	FORTNIGHTLY INSTALMENTS

sro.vic.gov.au/autopay

Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtaxregister

Paul Broderick
Commissioner of State Revenue

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®

BPAY Biller Code: 5249
REF: 47160144

Telephone and internet banking
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
bpay.com.au

CARD

Customer No: 092114943
REF: 47160144

Visa or Mastercard only
Pay via our website or phone 13 21 61.
A card payment fee applies.
sro.vic.gov.au/paylandtax

AUSTRALIA POST

Post Billpay **$275.00**

Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment

*382 400 0047160144 0

2020-SRO-1214_LTX_AUTOPAY

7045851L053003.mrd-851530040221801

4th Instalment Notice
Rates & Charges

2022/2023

For the period 1 July 2022 to 30 June 2023

T: (03) 9747 7200
W: melton.vic.gov.au
E: revenue@melton.vic.gov.au

A.B.N 22 862 073 889

CITY OF MELTON

Date of Issue: 26/04/2023

M J Butters & R P James
13 Cadden Street
EAST VICTORIA PARK WA 6101

049
I043124
R5_11737

Arrears will be charged interest at 10% P.A.

Assessment Number	Arrears Amount	Due	Pay this amount	Not later than
634840			$447.01	31/05/2023

Property Location	130 James Melrose Drive BROOKFIELD VIC 3338
Description	LOT 279 PS 728824S V/F 11557/769
Ward	COBURN

Capital Improved Value	*Site Value*	*Net Annual Value*		
$495,000	$300,000	$24,750	PRESCRIBED DATE OF VALUATION:	01/01/2022
			EFFECTIVE DATE OF VALUATION:	01/07/2022

If you have a current payment arrangement or direct debit, continue with your payments as agreed.
Retain this notice for your records, additional copies will incur a fee.

Fourth Instalment Amount	$447.01

1st Instalment	30/09/2022
2nd Instalment	30/11/2022
3rd Instalment	28/02/2023
4th Instalment	31/05/2023
	$447.01
Total Balance	$447.01

DID YOU KNOW? You can make part payments any time towards your upcoming instalment, using any of the payment options. This would mean you only need to pay the balance on the due date.

CITY OF MELTON

Payment Reference No. 001006348401

BPAY **Biller Code: 1123**

INTERNET **melton.vic.gov.au**

PHONE **1300 067 479**

*330 001006348401

Amount Payable
$447.01

ASSESSMENT NUMBER	**634840**
RATE PAYER	M J Butters & R P James
PROPERTY LOCATION	130 James Melrose Drive BROOKFIELD VIC 3338

GO GREEN. GO ELECTRONIC.
Receive your rates notices via email

Register now at **melton.enotices.com.au** with eNotices reference number:
B991D3B18Z

Greater Western Water

Tax Invoice #3941300 (ABN 70 066 902 467)
Issued 28 April 2023
36 Macedon Street Sunbury Victoria 3429

gww.com.au

Call 13 44 99
Faults & Emergencies (24 hours)
Account queries (Mon-Fri 8.30am-5.00pm)

SMS 0480 015 200 - account queries only

540710-002 000067(265) R
M J Butters & R P James
13 Cadden St
EAST VICTORIA PARK WA 6101

Account Number
16-3451-5550-01-1

Amount Due
$ 274.84

Pay by
26 May 2023

Next Reading: August 2023
Service Address: 130 James Melrose Dr, Brookfield VIC 3338

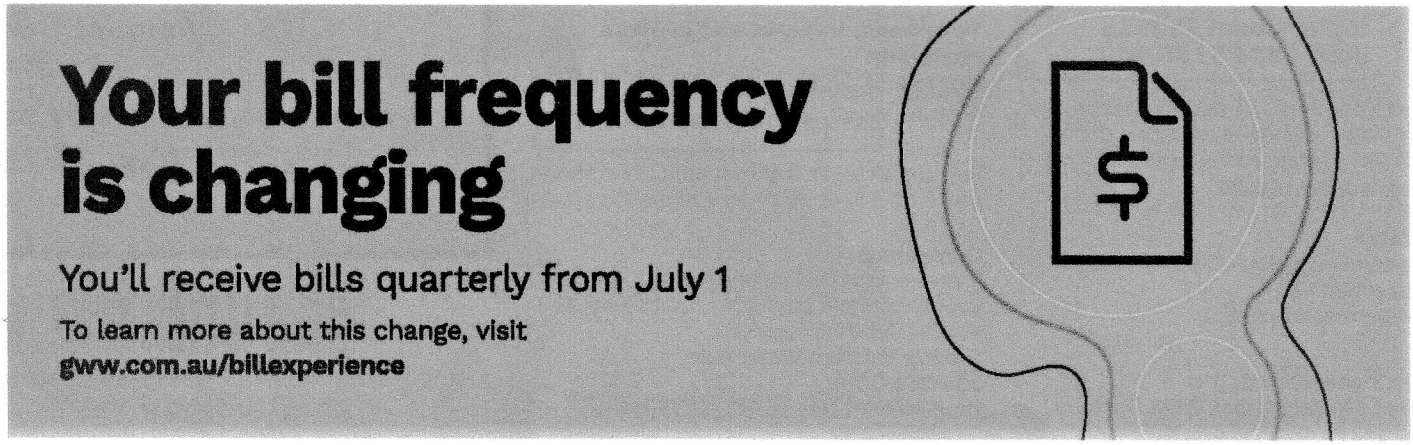
Opening Balance	**$270.33**
Payment received on 4 Feb 2023	$270.33 CR
Balance	**$0.00**
Greater Western Water - Current Charges	
Water Service Network Charge	$68.95
Sewerage Service Network Charge	$169.24
Melbourne Water - Waterways Charge	**$36.65**
Total	**$274.84**
Total Amount Due	**$274.84**

Payment assistance:
We have a number of options available if you're finding it difficult to pay. Call 13 44 99 or visit gww.com.au

To close your account:
Visit gww.com.au to see what you need to do.

Government concession:
Not applied. See over for eligibility.

paid 25/5



WATER NETWORK CHARGE

Service No.	Size	Date From	Date To	Days	Rate	Amount
MS179097	20mm	01/03/23	30/06/23	122	@ $0.5652 per day	$68.95

SEWERAGE NETWORK CHARGE

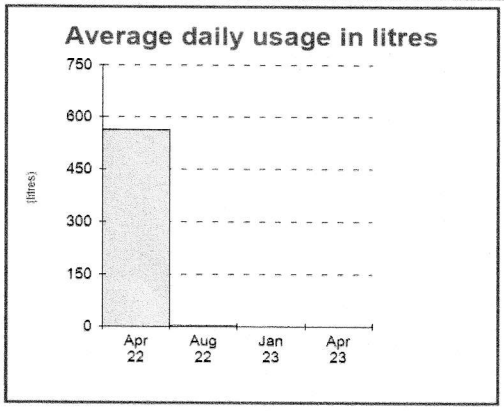
Service No.	Date From	Date To	Days	Rate	Amount
MS179097	01/03/23	30/06/23	122	@ $1.3872 per day	$169.24

WATERWAYS CHARGE - CHARGED ON BEHALF OF MELBOURNE WATER

Service No.	Date From	Date To	Days	Rate	Amount
MWS177630	01/03/23	30/06/23	122	@ $0.3004 per day	$36.65

Information:

- The Privacy and Data Protection Act 2014 (Vic) and our Privacy Charter explain how Greater Western Water collects and handles your personal information. Visit gww.com.au for a copy.
- Interpreter Service: Call (03) 9313 8989.
- National Relay Service: TTY users phone 133 677 then ask for 13 44 99.
- **Waterways and drainage charge**
  You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live. Learn more at **melbournewater.com.au/wwdc**
- Do you hold a current Health Care, Pension Concession or Gold Card? If so, you might be eligible for a concession on your account.



Average use (last year):	**562 L/day**
Average use (this bill):	**0 L/day**
Average daily cost (this bill):	**$2.25 per day**

T:430 - 15032023

Direct Debit
To apply, call 13 44 99 or visit gww.com.au

Telephone & Internet Banking - BPAY ®

Biller Code: 757955
Ref: 1634 5155 5001 1

Contact your bank, or financial institution to pay via your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518

My Water
Manage your account and make credit card payments at my.westernwater.com.au

Post
Mail your cheque with this payment slip to: PO Box 2371 Sunbury DC Vic 3429

Credit card
Visit gww.com.au or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Telephone, internet and in-store payments

Billpay Code: 0131
Ref: 1634 5155 5001 1

Pay in person at any Post Office, by phone on 13 18 16, or go to postbillpay.com.au

Centrepay
Make regular deductions from your Centrelink payments. Call 13 44 99 or visit Centrelink.gov.au.
Greater Western Water Ref: 555-054-071-L
Your Account No: 1634515550011

Account Number
16-3451-5550-01-1

Amount Due
$ 274.84

Pay by
26 May 2023

*131 01634515550011

Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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 **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.

Consumer Affairs Victoria

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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: MICHAEL JOHN BUTTERS and RIA PATRICIA JAMES

PROPERTY: 130 JAMES MELROSE Drive BROOKFIELD VIC 3338

1. The Property is subject to Mortgage(s), particulars of which are as follows:

   (a) Mortgagee(s):....ING BANK (AUSTRALIA) LTD

   of:..

   (b) Amount secured $.....
   Instalments $..... per.....
   Amount required to discharge the Mortgage $.....
   (THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

   (c) Rate of interest payable .....% p.a.
   Default rate .....% p.a.

   (d) Due date of repayment of Mortgage(s): ...../...../20
   (UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

   (e) The Mortgage does *does not provide for further advances *as follows:

   .....

   (f) The Vendor is not in default under the Mortgage.

   (g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT ...../...../20

SIGNATURE OF VENDOR(S) .....

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

   A. The particulars provided by the Vendors in this Statement are accurate.
   B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
   C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE ...../...../20

SIGNATURE OF PURCHASER(S) .....

ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT ...../...../20

SIGNATURE OF PURCHASER(S) .....