

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties - must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on...../...../2025

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on...../...../2025

Print name(s) of person(s) signing: SIMNIMEK PTY LTDATF SIMNIMEK PROPERTY TRUST

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Name: Harcourts Rata & Co

Address:

Email: sold@rataandco.com.au

Tel: Mob: Fax: Ref:

Vendor: SIMNIMEK PTY LTD ATF SIMNIMEK PROPERTY TRUST

Email:

Vendor's legal practitioner or conveyancer

MND Lawyers

1/530 Little Collins St. Melbourne VIC 3000

Email: info@mndlawyers.com.au

Tel: 03 9909 7780

Mob:

Fax: 03 9909 7788

Ref: MD:YS: 24/25

Purchaser

Name

Address

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12597 Folio 889	3	PS 841995F

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

The land includes all improvements and fixtures as inspected.

Property address: UNIT 3/ 76 CEDAR STREET THOMASTOWN VIC 3074

The address of the land is:

Goods sold with the land (general condition 6.3(f)) All fittings and Fixtures

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision; or
- the 14th day after the vendor gives notice in writing to the purchaser of grant of Occupancy Permit.

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

☐ **Special condition 1 – Tax invoice.**

General condition 13.3 is replaced with the following:

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

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

☒ **Special condition 2 – Adjustments**

(i) General condition 23.4 is added:

- 23.4 The purchaser must deliver the statement of adjustments to the Vendor no less than four (4) business days before the Settlement Date. The Vendor shall not be obliged to complete this Contract until the expiration of four (4) business days from the receipt of the Statement of Adjustments. The Purchaser will be deemed to have made default in payment of the residue of purchase moneys as from the settlement date where the Statement of Adjustments is not delivered in accordance with this Special Condition. The Purchaser must pay an administration fee of \$330.00 if such default occurs.
- 23.5 In addition to the general conditions all the rates, taxes, Owners corporation charges and other out goings must be adjusted between the vendor and the purchaser from the date of the contract.

(ii) The purchaser agrees that if this property has not been separately assessed by the council for finalising the rates payable by the Vendor. The purchaser agrees not to make any claim against the vendor or seek reimbursement or payment for any rates due and payable for the parent lot.

(iii) The purchaser must not delay Settlement on the grounds that the council rates (for the parent lot) are unpaid at settlement.

☒ **Special condition 3 – Delay**

3.1 In case the Vendors shall be restrained or prevented in any manner whatsoever from conveying title by the original date for completion, the Vendors may extend the date for completion for a period(s), the total of which shall not exceed thirty (30) days from the original date for completion, by notice in writing to the Purchaser, which notice shall specify such extended date(s) for completion.

3.2 If there is such an extension and if the Vendors shall still be restrained or prevented from conveying title in terms of this Contract, the Vendors may terminate this contract by notice in writing to the Purchaser and all deposit and other monies received by the Vendors or stakeholder, on account of the purchase price, shall be refunded to the Purchaser.

3.3. If this Contract is validly terminated by the Purchaser as a result of the default of the vendors, all monies paid under this Contract shall be refunded to the Purchaser without interest, costs or damages and the same shall be accepted by the Purchaser in full and final satisfaction of all claims.

☒ **Special condition 4– Default**

4.1 Default Under the Contract

If the Purchaser makes default under this Contract and the Vendor serves on the Purchaser a notice in respect of that default in accordance with general condition 34, the Purchaser must pay all the Vendor's legal costs of and incidental to that default and notice and the Purchaser will be deemed not to have remedied that default until those costs have been paid.

4.2 Default Interest

General Condition 33 is deleted and replaced by the following:

"33.1- Interest at a rate of 5% 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.”

33.2- The Vendor gives notice to the Purchaser that, in the event that the Purchaser fails to complete the purchase of the Property on the due date under the Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable (as per special condition 33.1) on the balance of purchase moneys, in accordance with the terms of the Contract:-

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
- (b) Interest payable to the Vendor under any existing mortgage over the Property calculated from the due date for settlement.
- (c) Accommodation expenses necessarily incurred by the Vendor.
- (d) Legal costs and expenses as between Solicitor and our client.
- (e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.”

☒ **Special condition 5– Guarantors (if applicable)**

If the Purchaser is a company then upon the signing hereof the Purchaser shall also procure the execution by the Directors of the Purchaser Company of the Guarantee annexed hereto and the Guarantor/s shall pay the duty payable, if any, on the Guarantee.

☒ **Special condition 6 – Purchaser's Acknowledgments**

6.1 The Purchaser has Received Documents

The Purchaser acknowledges that before signing this Contract or any other binding agreement or document in relation to the purchase of the Property the Purchaser:

- (a) Has received a signed copy of the Vendor's Statement; and
- (b) A copy of this Contract.

☒ **Special Condition 7 – Inspection**

7.1 Property is as inspected

- (a) The Purchaser admits that the Property as offered for sale and inspected by it is identical with that described in the title particulars given in the Particulars of Sale to this Contract.
- (b) The Purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf.
 - i) In its present condition and state of repair;
 - ii) Subject to all defects latent and patent;
 - iii) Subject to any infestations and dilapidation;
 - iv) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - v) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The Purchaser agrees not to seek to terminate/ rescind or make any objections requisition or claim for compensation arising out of any of the matters covered by this clause.

7.2 Property Purchased on “As Is” Basis

The Purchaser acknowledges that it purchases the Property on an “as is” basis and after making all enquiries as to the past uses and the present nature and condition of the Property. The price has been agreed upon the basis of the existing amenities and the Purchaser assume responsibility for and indemnifies the Vendor against all charges or other liabilities in respect of any road making, fencing or other works whatsoever which have not actually been commenced as at the date of this Contract, notwithstanding that any notice in respect of any such works may have been received by the Vendor prior to the date of this Contract.

☒ **Special condition 8 – Property Sold Subject to Planning Restrictions**

- (a) The Purchaser accepts and purchases the property subject to all existing and proposed restrictions affecting the use, development or enjoyment of the property under any act, order, regulations, by-law, local law, restriction or condition imposed upon the property by or with semi-governmental or judicial entity or authority including without limitation any applicable environment planning instrument or deemed environmental planning instrument or resolution of any responsible authority made or which may later be made under the *Local Government Act 1989* (Vic), the *Planning and Environment Act 1987* (Vic), the *Environment Protection Act 1970* (Vic), the conditions of any planning permit or other act, planning approval or instrument applicable to the Property.
- (b) The Purchaser shall take title subject to all such restrictions and conditions described in the preceding subparagraph and shall not make any requisition or objection or claim on that ground any compensation with respect thereto or in respect of any proposed amendment to any planning control now or later applicable to the Property.
- (c) The restriction and conditions described in this Special Condition do not constitute a defect in the Vendor's title to the Property.

☒ **Special condition 9– Inconsistency**

If there is any inconsistency between these special conditions and the general conditions, the special conditions are to prevail to the extent of the inconsistency and each party agrees to take any steps which are necessary to procure the general conditions are altered to eliminate the inconsistency.

☒ **Special condition 10 - Restriction on Re-Sale**

The Purchaser must not prior to settlement without the written consent of the Vendor sell, transfer, assign, mortgage or otherwise encumber or deal with the Property or the Purchaser's rights or interest pursuant to this Contract.

☐ **Special condition 11- Occupancy permit**

11.1. This Contract is subject to and conditional upon the vendor obtaining the occupancy permit within 6 months from the Day of Sale ('End Date').

11.2. If occupancy permit is, or in the Vendor's reasonable opinion is likely to be delayed as a result of any one or more of the following events;

- a) Conditions or requirements being imposed by:
 - (i) Any act or law;
 - (ii) Any statutory, government or like body; or
 - (iii) A building surveyor or other building practitioner (as defined by the Building Act 1993);
- b) Any delay by any statutory, government or like body or building surveyor or other building practitioner in providing any necessary approvals or consents, provided that reasonable steps have been taken by the Vendor to obtain such approvals or consents; or
- c) Strikes or lockouts or other such industrial action which affects any person employed in the construction of the property or the building or the supply of materials or service to be used in the construction of the property or the building.
- d) Riots, civil commotion, terrorist attacks, malicious damage, burglary or theft.
- e) Any act of God, fire, flood, storm, tempest, lightning, earthquake, or explosion or inclement weather; or
- f) Any other cause beyond the control of the Vendor or the builder;

Then the vendor can extend the End Date to such other date as the vendor nominate and the Vendor must give the Purchaser written notice of the new End Date.

11.3. If any condition or requirement imposed by any relevant authority in respect of issuing the occupancy permit and in the Vendor's opinion, too onerous, or if the occupancy permit is refused, the Vendor may terminate this Contract by notice in writing to the Purchaser or the Purchaser's solicitor, whereupon the Deposit must be repaid to the Purchaser.

11.4. If the occupancy permit is not obtained by the end date either party has the right, before the Plan is registered, to rescind this Contract by giving notice in writing to that effect to the other party or their solicitor whereupon the Deposit must be repaid to the Purchaser.

11.5. The Vendor and the Purchaser agree that neither party can object to, make any requisition or claim or claim any compensation from the other party for any matter under this Contract or arising from, or out of, the recession of this contract under this special condition 12 or the failure of the Vendor to procure occupancy permit.

☐ **Special condition 12 - Building Contract**

12.1. The Purchaser acknowledges that:

- a) the Vendor is not and will not be the Builder of the Building Works;
- b) the Dwelling will be constructed under the Building Contract and the construction of the Dwelling will be generally in accordance with the Plans and Specifications; and
- c) this Contract is not a major domestic building contract for the purposes of the Domestic Building Contracts Act 1995 (Vic).

12.2. Construction

The Vendor has entered into, or intends to enter into, or has caused, or will cause entry into the Building Contract.

12.3. Completion of Building

The issuing of:

- (i) The Occupancy Permit; and
- (ii) A certificate of practical completion

For the Property will be conclusive evidence that the Dwelling on the Property is completed. The Purchaser must not make any requisition or objection, or exercise any of the Purchaser Rights even if defective materials or faulty workmanship are evident on or before the Settlement Date.

☐ **Special condition 13 -Natural Products and other finishes**

13.1 The Purchaser acknowledges and agrees that the materials used in the construction of the Property (particularly in the finishes and fittings):

- (i) may comprise natural products (such as stone, timber and the like);
- (ii) may exhibit variations in the shade, colour, texture, surface, finish, markings or the like that contain natural fissures, lines, indentations or the like, and may fade or change colour over time;
- (iii) may expand, contract, or distort over time as a result of exposure to heat, cold, weather, or the like;
- (iv) may mark or stain if exposed to certain substances;
- (v) may be damaged or disfigured by impact or scratching or other means; and
- (vi) may be subject to shade variations and manufacture batching (for example: in carpet, tiles, and other finishes).

13.2 The Purchaser must not exercise any Purchaser Rights because of any of the occurrences referred to in special condition 13.1.

☒ **Special condition 14 - Stamp Duty**

14.1 The Purchaser acknowledges and agrees that:

- a) For the calculation of stamp duty under the Duties Act 2000 (Vic), the Vendor estimate that the percentage of the construction completed as at the Day of Sale is as set out in the Particular of Sale.
- b) Neither the Vendor nor anyone acting on the Vendor's behalf has made any warranty as to the amount of stamp duty payable on the transfer to the Purchaser.
- c) The Purchaser has made its own enquiries and investigations as to the amount of stamp duty payable on the transfer to the Purchaser, and the Purchaser acknowledges that it will be liable for all stamp duty payable on the transfer.

d) The Purchaser will not make claim against the Vendor because of the amount of stamp duty that the State Revenue Office may assess.

14.2. The Purchaser will have no right to object to any information contained in the Land and Building Packages Statutory Declaration sworn by the Vendor and provided to the Purchaser prior to or on the Settlement Date.

☒ **Special condition 15 – Finance Decline (if applicable)**

In the event of failure to obtain finance the Purchaser agrees to provide the Vendor upon request a copy of the Formal Finance Decline letter from the Registered Lending Institution. For avoidance of any doubt any letter by the broker (who is engaged to secure the finance) is unacceptable.

☒ **Special condition 16 – Land Tax**

- (i) Notwithstanding any condition to the contrary, the land tax is not an adjustable item, and it must be paid by the vendor. For avoidance of any doubt, there will be no apportionment of land tax between the vendor and purchaser.
- (ii) General Condition 23 (2) (b) is deleted.

☒ **Special condition 17- Notices**

The Purchaser is responsible for any notice, order, demand or levy imposing liability on the Property that is issued or made on or after the Day of Sale that does not relate to periodic outgoings. The Purchaser may enter the Property, by giving the Vendor reasonable prior notice and at reasonable times, to comply with that responsibility where action is required before Settlement. The Purchaser must use reasonable endeavours not to disrupt the use and occupation of the Property by the Vendor (or the occupants, where the Property is leased) and indemnifies the Vendor for any loss or damage suffered by the Vendor as a consequence of the Purchaser exercising its rights under this Special Condition. The Purchaser enters the Property at its own risk.

☒ **Special condition 18- Multiple Purchasers**

- (a) If there is more than one purchaser, it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- (b) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- (c) The purchasers fully indemnify the vendor, the vendors agent and the vendors legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- (d) This Special Condition will not merge on completion.

☒ **Special condition 19– ADDITIONAL FEES**

The purchaser agrees to pay the following fees and charges (if applicable):

- (a) Default Notice fee: \$880.00;
- (b) Rescission Notice Fee: \$880.00;
- (c) Nomination Administration Fee: \$440.00
- (d) Reschedule fees \$440.00: and
- (e) Adjustment amendment fee (in case the vendor needs to amend a Statement of Adjustment presented by the purchaser): \$330.00.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgement network operator,

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

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
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Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
- (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

DATED: 24/03/2025

SIMNIMEK PTY LTD ATF
SIMNIMEK PROPERTY TRUST

to

..... PURCHASER

CONTRACT OF SALE OF LAND

Property: UNIT 3 76 CEDAR STREET THOMASTOWN VIC 3074

VENDORS REPRESENTATIVE

MND LAWYERS

Level 1 530 Little Collins St

MELBOURNE VIC 3000

Tel: (03) 9909 7780

Fax: (03) 9909 7788

Email: info@mndlawyers.com.au

Ref: MD:YS: 24/25

SECTION 32 **STATEMENT**

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

Vendor:	SIMNIMEK PTY LTD ATF SIMNIMEK PROPERTY TRUST
----------------	--

Property:	UNIT 3/ 76 CEDAR STREET THOMASTOWN VIC 3074
------------------	---

GUARANTEE AND INDEMNITY

TO: SIMNIMEK PTY LTD ACN 622 149 133

(Hereinafter called 'The Vendor')

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called 'the Guarantor') agreed to sell the land described in the within Contract of Sale to the within- named Purchaser (hereinafter called 'the Purchaser') the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called 'the monies hereby secured') AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and the further that this Guarantee is given upon and subject to the following conditions:-

1. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
2. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
3. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
4. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

Purchaser:

Guarantor:

Contract: a contract dated the day of 2025.

SIGNED SEALED & DELIVERED

in the presence of:

.....
Print Name of Witness

.....
Print Name of Guarantor

.....
Signature of Guarantor

SIGNED SEALED & DELIVERED

in the presence of:

.....
Print Name of Witness

.....
Print Name of Guarantor

.....
Signature of Gurantor

INFORMATION ONLY

1. FINANCIAL MATTERS

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

(a) are provided with the attached certificates

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 131
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s



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

To the best of the Vendor's knowledge, there is no existing failure to comply with the terms of any easements, covenants or other similar restrictions.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Refer to the attached certificate for more information

3.5 EPA Priority Site

This property is NOT listed in the EPA Priority Sites Register

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Attached

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

SECTION 32 STATEMENT

Unit 3/76 CEDAR STREET THOMASTOWN VIC 3074

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

Not applicable

8. SERVICES

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

Electricity supply ☐ Gas supply ☐ Water supply ☐ Sewerage ☐

Telephone services ☒

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title ☒

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

Not Applicable

SECTION 32 STATEMENT
Unit 3/76 CEDAR STREET THOMASTOWN VIC 3074

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied with are as follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

☒ Attached

13. ATTACHMENTS: refer to attached documents

SECTION 32 STATEMENT
Unit 3/76 CEDAR STREET THOMASTOWN VIC 3074

DATE OF THIS STATEMENT:

|

Name of the Vendor/s

SIMNIMEK PTY LTD ATF SIMNIMEK PROPERTY TRUST

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

/

2025

Name of the Purchaser/s

Signature/s of the Purchaser

x

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

Page 1 of 2

VOLUME 12597 FOLIO 889

Security no : 124122736840U
Produced 12/03/2025 10:01 AM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 841995F.
PARENT TITLE Volume 08189 Folio 009
Created by instrument PS841995F 24/02/2025

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SIMNIMEK PTY LTD of 89 CASEY DRIVE LALOR VIC 3075
PS841995F 24/02/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR641452S 09/11/2018
COMMONWEALTH BANK OF AUSTRALIA

COVENANT 2448748

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.

DIAGRAM LOCATION

SEE PS841995F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
PS841995F (B) PLAN OF SUBDIVISION	Registered	24/02/2025

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

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

Street Address: UNIT 3 76 CEDAR STREET THOMASTOWN VIC 3074

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 24/02/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS841995F

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

Page 2 of 2

DOCUMENT END

INFORMATION ONLY

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PLAN OF SUBDIVISION		EDITION 1	STAGE -	PS 841995F
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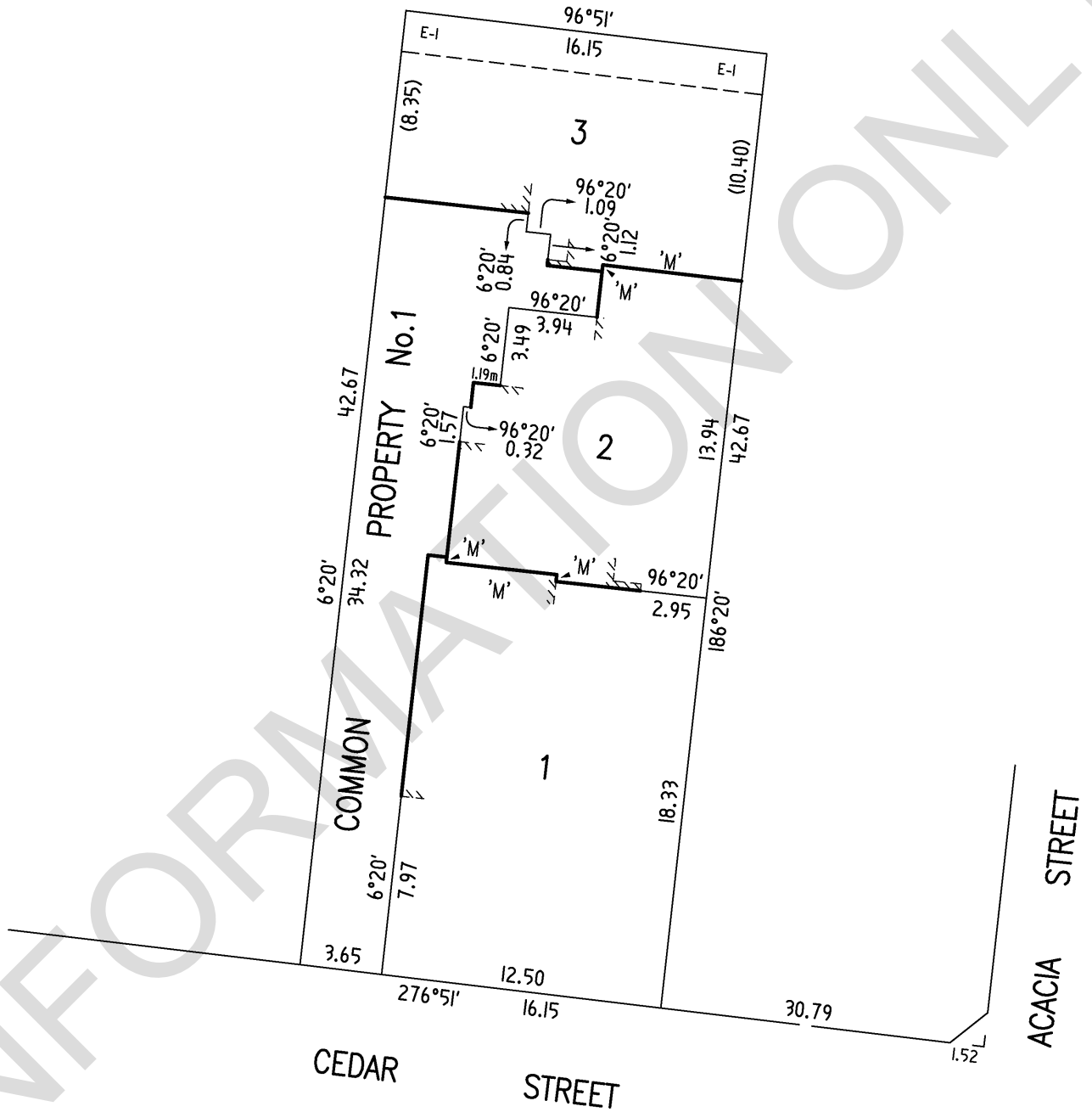
LOCATION OF LAND PARISH: KEELBUNDORA TOWNSHIP: ---- SECTION: ---- CROWN ALLOTMENT: ---- CROWN PORTION: 26 (PART) TITLE REFERENCE: Vol. 8189 Fol. 009 LAST PLAN REFERENCE: Lot 116 on LP 13481 POSTAL ADDRESS: 76 CEDAR STREET (at time of subdivision) THOMASTOWN 3074 MGA2020 CO-ORDINATES: E: 325665 ZONE: 55 (of approx centre of land in plan) N: 5827815 GDA 2020	Council Name: Whittlesea City Council Council Reference Number: 610358 Planning Permit Reference: 610358 SPEAR Reference Number: S160285E Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Angela Cuschieri for Whittlesea City Council on 01/02/2022 Statement of Compliance issued: 10/12/2024
--	--

VESTING OF ROADS AND/OR RESERVES	NOTATIONS				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	NIL	NIL	LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of any Owners Corporations including purpose, responsibility, entitlement and liability see Owners Corporation Search Report, Owners Corporation Additional Information and, if applicable, Owners Corporation Rules. BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES MARKED 'M' EXTERIOR FACE: ALL OTHER BOUNDARIES <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958 </div>
IDENTIFIER	COUNCIL/BODY/PERSON				
NIL	NIL				
NOTATIONS					
DEPTH LIMITATION DOES NOT APPLY SURVEY: This plan is based on survey. STAGING: This s not a staged subdivision. Planning Permit No. 610358 This survey has been connected to KEEELBUNDORA PM 820 In Proclaimed Survey Area No. ----					

EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easements and Rights Implied by Section 12(2) of the Subdivision Act 1988 apply to the Whole of the Land on this Plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 E-1	DRAINAGE & SEWERAGE SEWERAGE	1.83 1.83	LP 13481 THIS PLAN	LOTS ON LP 13481 YARRA VALLEY WATER

PETER RICHARDS SURVEYING UNIT 45, 7 DALTON ROAD THOMASTOWNN 3074 Tel: 9432 6944 Fax: 9434 4052 POSTAL ADDRESS: P.O. Box 237 WATSONIA 3087 subdivisions@prsurveying.com.au	SURVEYORS FILE REF: 17844 Digitally signed by: Cheng Yee Tan, Licensed Surveyor, Surveyor's Plan Version (2), 17/01/2022, SPEAR Ref: S160285E	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2 SHEETS Land Use Victoria Plan Registered 04:27 PM 24/02/2025 Assistant Registrar of Titles
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PS 841995F

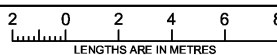


SURVEYORS FILE REF: 17844

PETER RICHARDS SURVEYING

UNIT 45, 7 DALTON ROAD THOMASTOWN 3074
Tel: 9432 6944 Fax: 9434 4052
POSTAL ADDRESS: P.O. Box 237
WATSONIA 3087
subdivisions@prsurveying.com.au

SCALE
1:200



Digitally signed by: Cheng Yee Tan, Licensed Surveyor,
Surveyor's Plan Version (2),
17/01/2022, SPEAR Ref: S160285E

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Whittlesea City Council,
01/02/2022,
SPEAR Ref: S160285E

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TRANSFER OF LAND

5140810

ATHLONE INVESTMENTS PROPRIETARY LIMITED (formerly MOONEE VALLEY PROPRIETARY LIMITED) of 482 Bourke Street Melbourne being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of TWENTY THREE THOUSAND ONE HUNDRED POUNDS paid to it by HENRY SCOTT the Elder Investor and HENRY SCOTT the Younger Secretary both of 229 Collins Street Melbourne DOTH HEREBY TRANSFER to the said Henry Scott the Elder and the said Henry Scott the Younger as joint tenants ALL its estate and interest in ALL THOSE pieces of land being Lots 1 to 130 (both inclusive) on Plan of Subdivision No. 13477 lodged in the Office of Titles | Lots 1 to 133 (both inclusive) on Plan of Subdivision No. 13478 lodged in the Office of Titles | Lots 1 to 177 (both inclusive) on Plan of Subdivision No. 13479 lodged in the Office of Titles | Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152 and 153 on Plan of Subdivision No. 13480 lodged in the Office of Titles | Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 124, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163,



164, 165, 166, 167, 168, 169, 170, 172, 173, 174, 175, and 176 on Plan of Subdivision No. 13481 lodged in the Office of Titles and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115 and 116 on Plan of Subdivision No. 13482 lodged in the Office of Titles being parts of Crown Portion 26 Parish of Keelbundora County of Bourke and being parts of the land more particularly described in Certificate of Title Volume 6617 Folio 1323253 AND the said Henry Scott the Elder and Henry Scott the Younger DO HEREBY for themselves their executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred or any part or parts thereof COVENANT with the said Athlone Investments Proprietary Limited its successors and transferees the registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that he she or they will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed from any part of the land hereby transferred any earth clay stone gravel or soil except for the purpose of laying the foundations of any buildings to be erected thereon or use or allow the said land to be used for the manufacture or winning of bricks tiles or pottery-ware AND it is requested that this covenant shall be noted in and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

DATED this 15th day of October One thousand nine hundred and fifty-one.

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

..... Director

..... Director

..... Secretary



2448748

2448748

SIGNED by the said HENRY SCOTT)

the Elder in Victoria in the)

presence of :-)

*William
Clerk to Hordcroft & Co.
Solicitors Melbourne*

SIGNED by the said HENRY SCOTT)

the Younger in Victoria in the)

presence of :-)

William

H. Scott

ENCUMBRANCES REFERRED TO :

As to so much of the land hereby transferred as is colored blue
on the said Plans of Subdivision - Any easements affecting the same.

As to so much of the land hereby transferred as is colored blue
and green respectively on the said Certificate of Title - The

easements to the State Electricity Commission of Victoria
created by Instruments Nos. 1309350 and 1210118 respectively in
the Register Book.

DATED

ATHLONE INVESTMENTS PTY. LTD.

- to -

M^r. H. SCOTT & ANOR.

TRANSFER OF LAND

PROUDFOOT & HORTON,
Solicitors
87 Queen Street,
MELBOURNE.

I CERTIFY

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

Assistant Registrar of Titles

12.

PLAN OF SUBDIVISION

7/682

No.

Prepared on Linen
Drawing Paper

Tracing

Field Notes

Solicitor

GRAY & GRAY

Lodged for Examination

Surveyor

Date of Plan

Fees

Checked

Certificate of Title Volume

2077
3600

Folio

323
856

Noted on C/T

Charted

Chandiganga 130 122 LP 1261

Date of Consent of Council

11-2-57

Complies with Section 568

Plan has been
attached to Search Paper
Transfer R. I. No. A376317

Consent of S.R.W.S. Commission

Lot Numbers may be accepted

Heading verified

Common Ownership verified

Street Names verified

R.M's. Placed

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

Plan Examined

Areas correct

Accords with Field Notes

Computing Book No.

Page

File in bag

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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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.

Produced 12/03/2025 10:01:52 AM

Status	Registered	Dealing Number	AR641452S
Date and Time Lodged	09/11/2018 03:36:06 PM		

Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	90905676773 - TRANSF

MORTGAGE

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

8189/009

Mortgagor

Name	SIMNIMEK PTY LTD
ACN	622149133

Mortgagee

Name	COMMONWEALTH BANK OF AUSTRALIA
ACN	123123124
Australian Credit Licence	234945
Address	
Floor Type	GROUND
Unit Type	TOWER
Unit Number	1
Street Number	201
Street Name	SUSSEX



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Street Type	STREET
Locality	SYDNEY
State	NSW
Postcode	2000

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AA1754

(b) Additional terms and conditions

You (the mortgagor) agree with us (the mortgagee) as follows: 1. The provisions in the document referred to in (a) above, as varied if shown below (Memorandum) are incorporated in this mortgage. 2. A reference to "this mortgage" in this mortgage form or the Memorandum is a reference to the mortgage constituted by this mortgage form and the Memorandum. 3. You acknowledge that you received and read a copy of this mortgage form and the Memorandum before signing this mortgage. 4. You acknowledge giving this mortgage and incurring obligations and giving rights under it in return for the things we do when we enter into a Secured Agreement. 5. You agree to comply with the provisions of the Memorandum. 6. If this mortgage is a mortgage of a registered lease, the Memorandum is varied as follows: By adding at the end of Clause A3.1(h): (iv) you have not transferred your interest as lessee of The Property; and (v) you have told us if you have a sub-tenant in The Property.

Mortgagee Execution

1. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Executed on behalf of	COMMONWEALTH BANK OF AUSTRALIA
Signer Name	PAUL DI-GIANTOMMASO
Signer Organisation	CBA - COMMONWEALTH BANK OF AUSTRALIA
Signer Role	AUTHORISED SIGNATORY
Execution Date	09 NOVEMBER 2018

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1118830

APPLICANT'S NAME & ADDRESS

**MND LAWYERS C/- LANDATA
MELBOURNE**

VENDOR

**SIMNIMEK PTY LTD ATF SIMNIMEK
PROPERTY TRUST**

PURCHASER

XX, YYY

REFERENCE

3 CEDAR

This certificate is issued for:

LOT 3 PLAN PS841995 ALSO KNOWN AS 3/76 CEDAR STREET THOMASTOWN
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 4
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

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

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

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

12 March 2025

**Sonya Kilkenny
Minister for Planning**

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

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

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

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

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 12 March 2025 10:02 AM

PROPERTY DETAILS

Address: **3/76 CEDAR STREET THOMASTOWN 3074**
Lot and P an Number: **Lot 3 PS841995**
Standard Parcel Identifier (SP): **3\PS841995**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1210608**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 9 A7**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

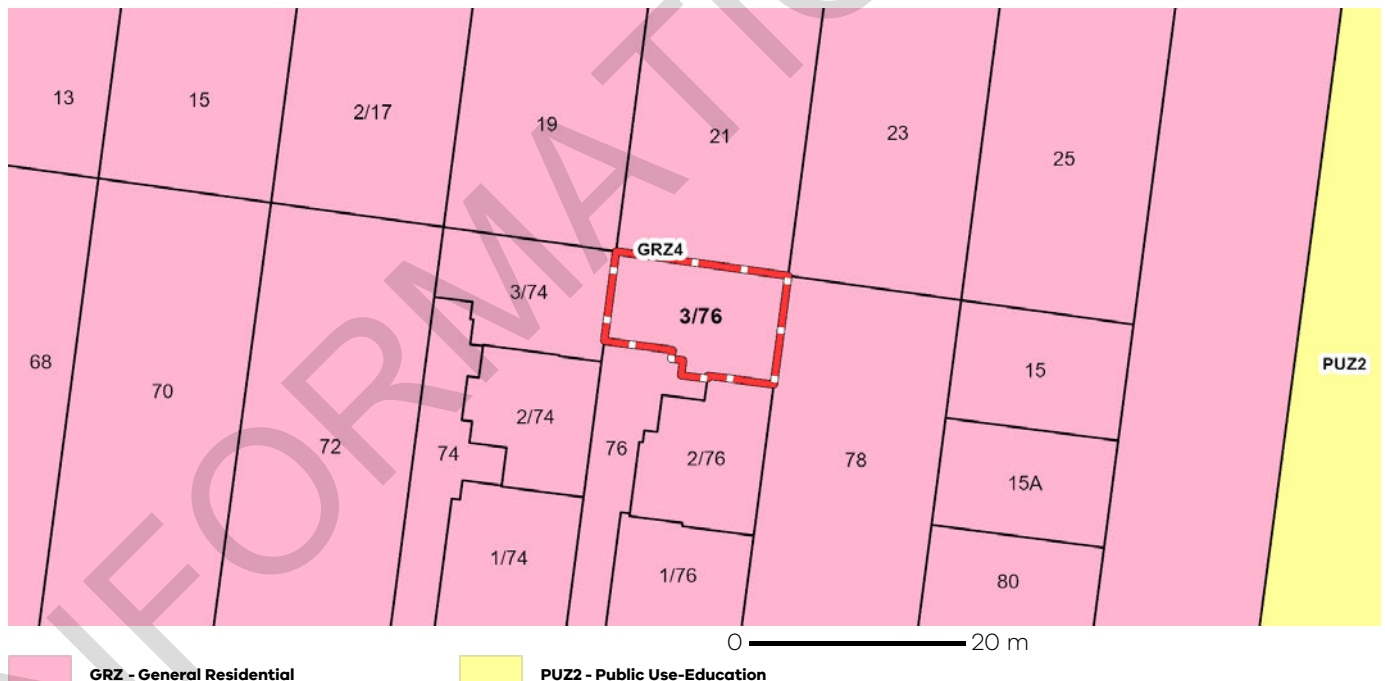
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)



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

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



Further Planning Information

Planning scheme data last updated on 5 March 2025.

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

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

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

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

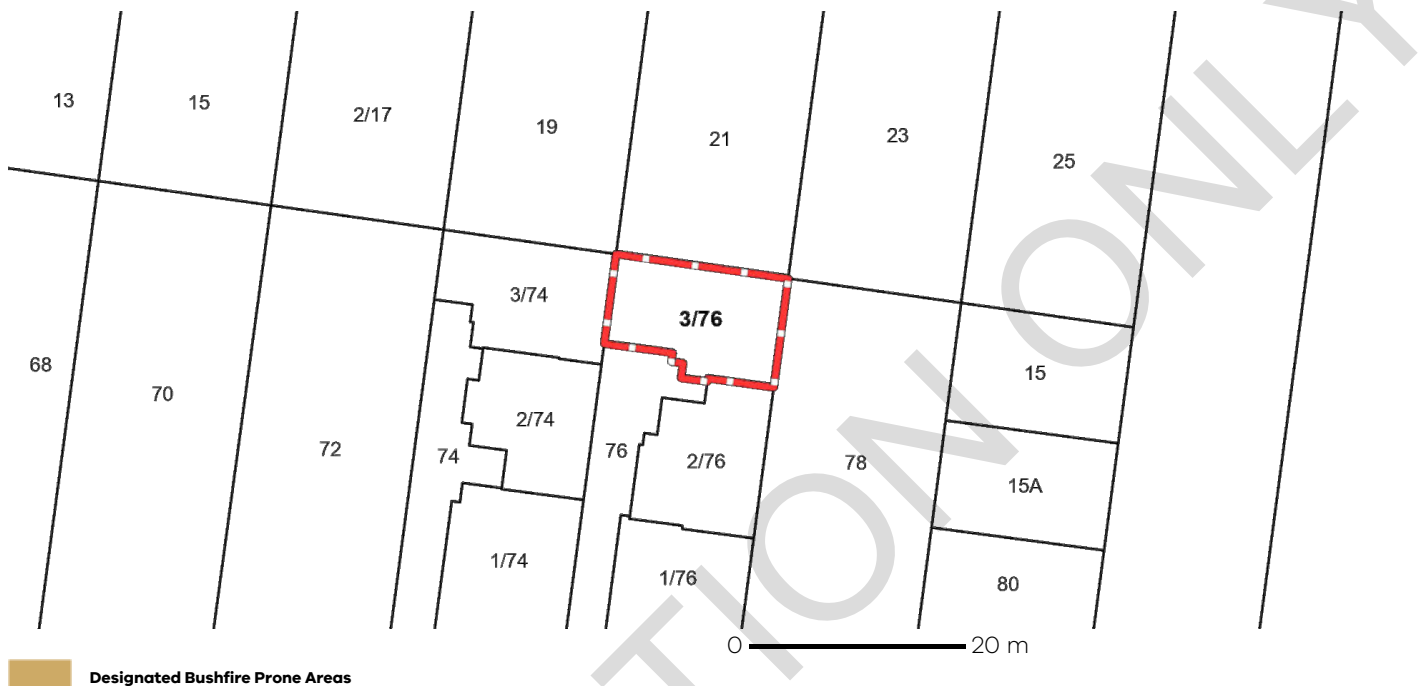
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Date of issue
12/03/2025

Assessment No.
1210608

Certificate No.
169858

Your reference
76011252-020-8

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 3/76 Cedar Street THOMASTOWN 3074

Description: LOT: 3 PS: 841995F

AVPCC: 131 Residential Investment Flats

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$490,000	\$230,000	\$24,500

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$1,147.48
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$42.63
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$554.26
Interest to 12/03/2025	\$65.03
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$2,122.07

Balance of rates & charges due: \$39.23

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$39.23**

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

  **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **1210608**



Phone 1300 301 185
Ref **1210608**



Biller Code **5157**
Ref **1210608**

12th March 2025

MND Lawyers C/- LANDATA
LANDATA

Dear MND Lawyers C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	3/76 CEDAR STREET THOMASTOWN 3074
Applicant	MND Lawyers C/- LANDATA LANDATA
Information Statement	30924698
Conveyancing Account Number	7959580000
Your Reference	3 CEDAR

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	3/76 CEDAR STREET THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection opening.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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

Melbourne Water Property Information Statement

Property Address	3/76 CEDAR STREET THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

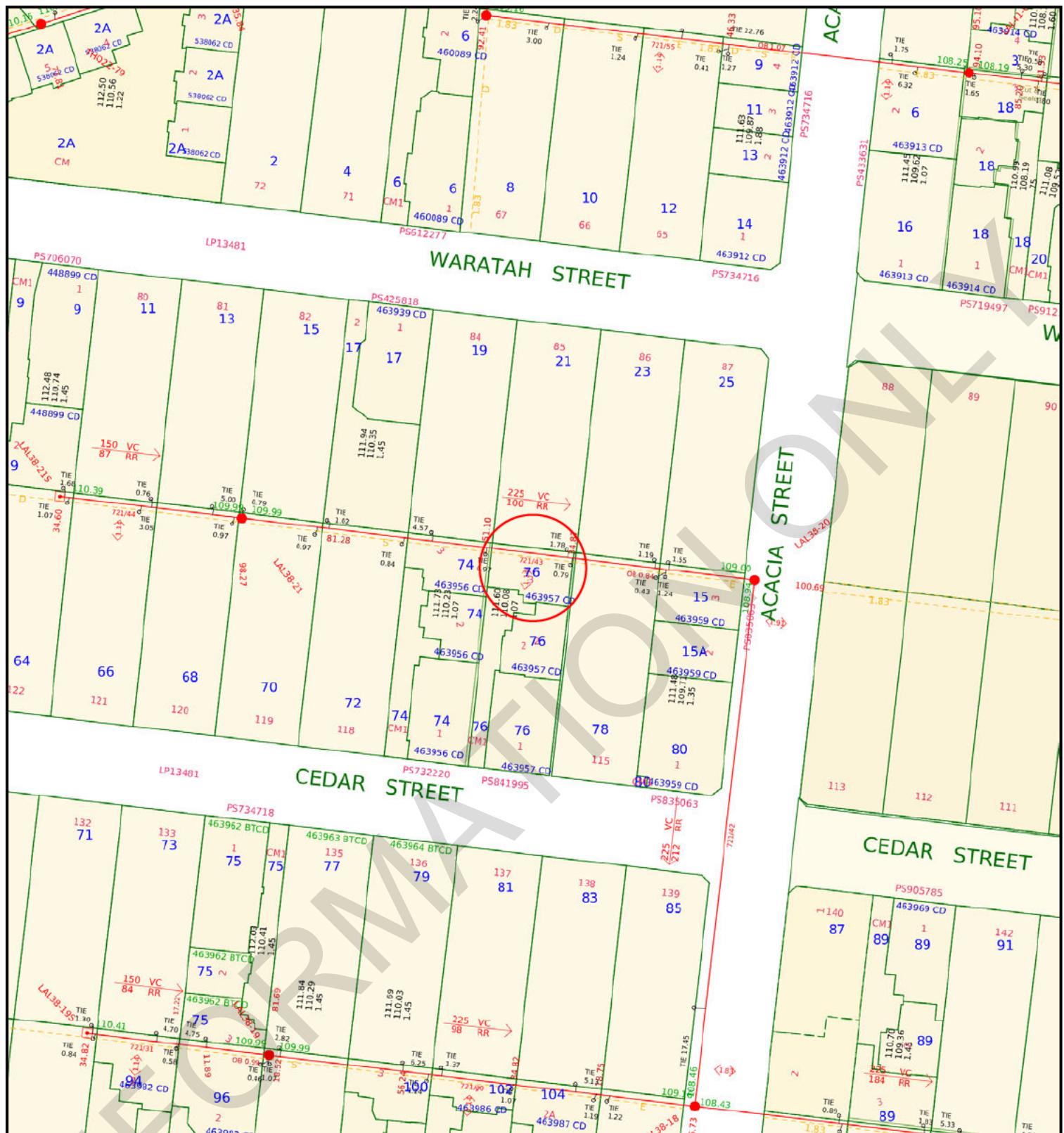
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30924698**

Address	3/76 CEDAR STREET THOMASTOWN 3074
Date	12/03/2025
Scale	1:1000



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

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

MND Lawyers C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1883337246
Rate Certificate No: 30924698

Date of Issue: 12/03/2025
Your Ref: 3 CEDAR

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 3/76 CEDAR ST, THOMASTOWN VIC 3074	3\PS841995	5234994	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	06-03-2025 to 31-03-2025	\$5.90	\$5.90
Residential Sewer Service Charge	06-03-2025 to 31-03-2025	\$33.77	\$33.77
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$0.00
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$0.00

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
Balance Brought Forward	\$0.00
Total for This Property	\$39.67

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
76 CEDAR ST, THOMASTOWN VIC 3074	116\LP13481	1222855	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$99.17
Total for This Property			\$99.17



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Property No: 5234994**Address:** UNIT 3/76 CEDAR ST, THOMASTOWN VIC 3074**Water Information Statement Number:** 30924698

HOW TO PAY

Biller Code: 314567
Ref: 18833372461Amount
PaidDate
PaidReceipt
Number

Property Clearance Certificate

Land Tax



MND LAWYERS

Your Reference:	LD:76011252-014-7.3 CEDAR
Certificate No:	87944334
Issue Date:	24 MAR 2025
Enquiries:	SXC13

Land Address: UNIT 3, 76 CEDAR STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50399223	3	841995	12597	889	\$2,390.92

Vendor: SIMNIMEK PTY LTD ATF SIMNIMEK PROPERTY TRUST

Purchaser: YYY XX

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
SIMNIMEK PROPERTY TRUST	2025	\$230,000	\$2,390.92	\$0.00
				\$2,390.92


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

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$490,000
SITE VALUE (SV):	\$230,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$2,390.92



Notes to Certificate - Land Tax

Certificate No: 87944334

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$230,000

Calculated as \$975 plus (\$230,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,900.00

Taxable Value = \$490,000

Calculated as \$490,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 87944334

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 87944334

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



MND LAWYERS

Your Reference:	LD:76011252-014-7.3 CEDAR
Certificate No:	87944334
Issue Date:	24 MAR 2025
Enquires:	SXC13

Land Address: UNIT 3, 76 CEDAR STREET THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50399223	3	841995	12597	889	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
131	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$490,000
SITE VALUE:	\$230,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 87944334

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



MND LAWYERS

Your Reference:	LD:76011252-014-7.3 CEDAR
Certificate No:	87944334
Issue Date:	24 MAR 2025

Land Address: UNIT 3, 76 CEDAR STREET THOMASTOWN VIC 3074

Lot	Plan	Volume	Folio
3	841995	12597	889

Vendor: SIMNIMEK PTY LTD ATF SIMNIMEK PROPERTY TRUST

Purchaser: YYY XX

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 87944334

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p> <p></p> <p>Billers Code: 416073 Ref: 87944336</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <p></p> <p>Ref: 87944336</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: Unit 3 76 CEDAR STREET

SUBURB: THOMASTOWN

MUNICIPALITY: WHITTLESEA

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 9 Reference A7

DATE OF SEARCH: 12th March 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

ROADS PROPERTY CERTIFICATE

The search results are as follows:

MND Lawyers
1/530 Little Collins St.
MELBOURNE 3000

Client Reference: 3 CEDAR

NO PROPOSALS. As at the 12th March 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

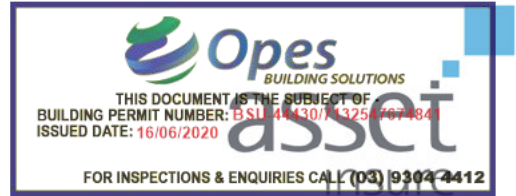
This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 3 76 CEDAR STREET, THOMASTOWN 3074
CITY OF WHITTLESEA

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

Date of issue: 12th March 2025

Telephone enquiries regarding content of certificate: 13 11 71



Certificate of Insurance

Building Act 1993 Section 135
Domestic Building Insurance Order
DOMESTIC BUILDING CONTRACT

Policy / Certificate No: DBIVIC20067532

Date of Issue: 03 June 2020

Parkvue Homes Pty Ltd
37 Lucy Crescent
Greenvale, VIC, 3059

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance Issued under Section 135 of the Building Act 1993 namely Home Owners Warranty has been issued by Assetinsure Pty Limited as insurer in the name of the Building Owner, in respect of the Domestic Building Work as set out in the schedule herein.

SCHEDULE

Building Company Name:	Parkvue Homes Pty Ltd
ABN/ACN:	17 629 002 928/629 002 928
VBA Company Registration Number:	CDB-U 62773
Practitioner Name:	Ismail Varan (DB-U 36066) Prabhjot Lamba (TBA)

DETAILS OF WORKS

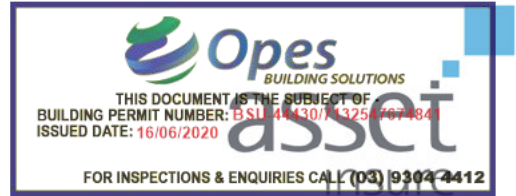
Building Owner (The Insured):	Simnimek Pty Ltd
Site Address:	Unit 1 76 Cedar Street, Thomastown, 3074, Victoria
Description of Works:	New Residential Multi-Dwelling (3 or more)
Fixed Price Contract Dated:	02 December 2019
Declared Contract Price:	\$223,333.33
Estimated Start Date:	03 June 2020
Estimated Completion Date:	30 June 2021
Building Surveyor:	OPES Building Solutions, Level 1, Suite 9/785 Pascoe Vale Rd, Glenroy VIC 3046

Subject to the Building Act, the Ministerial Order, and the terms and conditions of the Insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract, and to the successors in title to the Building Owner.

Signed for and on behalf of the Insurer:

Gregor Pfizter
Chief Executive Officer, Assetinsure Pty Ltd

NOTE: ALL CLAIMS MADE IN REGARD TO THIS POLICY MUST BE DECLARED TO SUBSEQUENT PURCHASERS OF THIS PROPERTY. PLEASE ATTACH DETAILS OF CLAIMS TO YOUR SECTION 32 CONTRACT OF SALE DOCUMENT.



Certificate of Insurance

Building Act 1993 Section 135
Domestic Building Insurance Order
DOMESTIC BUILDING CONTRACT

Policy / Certificate No: DBIVIC20067593

Date of Issue: 03 June 2020

Parkvue Homes Pty Ltd
37 Lucy Crescent
Greenvale, VIC, 3059

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance Issued under Section 135 of the Building Act 1993 namely Home Owners Warranty has been issued by Assetinsure Pty Limited as insurer in the name of the Building Owner, in respect of the Domestic Building Work as set out in the schedule herein.

SCHEDULE

Building Company Name:	Parkvue Homes Pty Ltd
ABN/ACN:	17 629 002 928/629 002 928
VBA Company Registration Number:	CDB-U 62773
Practitioner Name:	Ismail Varan (DB-U 36066) Prabhjot Lamba (TBA)

DETAILS OF WORKS

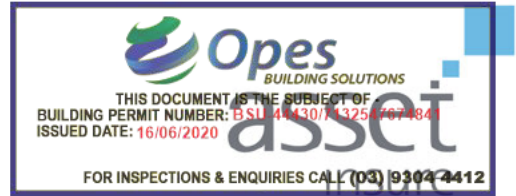
Building Owner (The Insured):	Simnimek Pty Ltd
Site Address:	Unit 2 76 Cedar Street, Thomastown, 3074, Victoria
Description of Works:	New Residential Multi-Dwelling (3 or more)
Fixed Price Contract Dated:	02 December 2019
Declared Contract Price:	\$223,333.33
Estimated Start Date:	05 June 2020
Estimated Completion Date:	30 June 2021
Building Surveyor:	OPES Building Solutions, Level 1, Suite 9/785 Pascoe Vale Rd, Glenroy VIC 3046

Subject to the Building Act, the Ministerial Order, and the terms and conditions of the Insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract, and to the successors in title to the Building Owner.

Signed for and on behalf of the Insurer:

Gregor Pfizter
Chief Executive Officer, Assetinsure Pty Ltd

NOTE: ALL CLAIMS MADE IN REGARD TO THIS POLICY MUST BE DECLARED TO SUBSEQUENT PURCHASERS OF THIS PROPERTY. PLEASE ATTACH DETAILS OF CLAIMS TO YOUR SECTION 32 CONTRACT OF SALE DOCUMENT.



Certificate of Insurance

Building Act 1993 Section 135
Domestic Building Insurance Order
DOMESTIC BUILDING CONTRACT

Policy / Certificate No: DBIVIC20067592

Date of Issue: 03 June 2020

Parkvue Homes Pty Ltd
37 Lucy Crescent
Greenvale, VIC, 3059

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance Issued under Section 135 of the Building Act 1993 namely Home Owners Warranty has been issued by Assetinsure Pty Limited as insurer in the name of the Building Owner, in respect of the Domestic Building Work as set out in the schedule herein.

SCHEDULE

Building Company Name:	Parkvue Homes Pty Ltd
ABN/ACN:	17 629 002 928/629 002 928
VBA Company Registration Number:	CDB-U 62773
Practitioner Name:	Ismail Varan (DB-U 36066) Prabhjot Lamba (TBA)

DETAILS OF WORKS

Building Owner (The Insured):	Simnimek Pty Ltd
Site Address:	Unit 3 76 Cedar Street, Thomastown, 3074, Victoria
Description of Works:	New Residential Multi-Dwelling (3 or more)
Fixed Price Contract Dated:	02 December 2019
Declared Contract Price:	\$223,333.33
Estimated Start Date:	05 June 2020
Estimated Completion Date:	30 June 2021
Building Surveyor:	OPES Building Solutions, Level 1, Suite 9/785 Pascoe Vale Rd, Glenroy VIC 3046

Subject to the Building Act, the Ministerial Order, and the terms and conditions of the Insurance contract, cover will be provided to the Building Owner named in the Domestic Building Contract, and to the successors in title to the Building Owner.

Signed for and on behalf of the Insurer:

Gregor Pfizter
Chief Executive Officer, Assetinsure Pty Ltd

NOTE: ALL CLAIMS MADE IN REGARD TO THIS POLICY MUST BE DECLARED TO SUBSEQUENT PURCHASERS OF THIS PROPERTY. PLEASE ATTACH DETAILS OF CLAIMS TO YOUR SECTION 32 CONTRACT OF SALE DOCUMENT.

FORM 2**Building Act 1993**

Building Regulations 2018 - Regulation 37(1)

Building Permit No. BSU-44430/7132547674841**Issue to**Agent of Owner: **Jordy Lamba**Postal Address: **37 Lucy Crescent, GREENVALE VIC**Email: info@parkvuehomes.com.au

Address for serving or giving of documents:

37 Lucy Crescent, GREENVALE VICContact Person: **Jordy Lamba**Postcode: **3059**Telephone: **0448 826 955**Postcode: **3059**Telephone: **0448 826 955****Ownership Details**Owner: **SIMNIMEK PTY LTD****622 149 133**Postal Address: **49 Bates Avenue, THOMASTOWN VIC**Email: devindersingh910@yahoo.comContact Person: **Devinder Singh**Postcode: **3074**Telephone: **0497 440 221****Property Details**Number: **76**Street/Road: **Cedar Street**Suburb: **Thomastown**Postcode: **3074**Lot/s: **116**LP/PS: **013481**Volume: **08189**Folio: **009**CA: **n/a**Section No: **n/a**Parish: **Keelbundora**County: **Bourke**

Municipal District:

Whittlesea City Council**Builder**Name: **PARKVUE HOMES PTY LTD**Telephone: **0448 826 955**ACN/ARBN*: **17 629 002 928**Registration no.: **CDB-U 62773****Domestic Builder - Unlimited**Postal Address: **37 Lucy Crescent,
GREENVALE VIC**Postcode: **3059**

This builder is specified under section 24B [4] of the Building Act 1993 for the building work to be carried out under this permit.

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Rana Misho	Draftsperson - Building Design (Architectural)	DP-AD 42656
Dragan Koccev	Engineer - Civil	EC 15920

Details of Domestic Building Work InsuranceName of Builder: **PARKVUE HOMES PTY LTD**Name of Issuer or Provider: **Assetinsure Pty Ltd**Policy Number: **DBIVIC20067532, DBIVIC20067593 & DBIVIC20067592**Policy cover: **\$670,000.00****Details of Relevant Planning Permit**Planning Permit No: **715532/1**Date of grant of Planning Permit: **19 March 2020**

Nature of Building Work

Construction of Three Double Storey Dwellings with Associated Garages

Storeys contains: 2

Version of BCA applicable to permit: **NCC 2019 BCA Volume 2**

Stage of Building Work Permitted: **Entire - Three Double Storey Dwellings with Associated Garages Only**

Cost of Building Work: **\$670,000.00**

Total floor area of new building work m²: **475**

BCA Classification

Part of Building: **Entire Dwellings (Unit 1, Unit 2 & Unit 3)** Class: **1a ii**

Part of Building: **Associated Garages (Unit 1, Unit 2 & Unit 3)** Class: **10a**

Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Whittlesea City Council

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. Pad Footing Inspection
2. Pre-Slab Inspection
3. Slab-Steel Inspection
4. Frame Inspection
5. Final Inspection

Occupation or User of Building: An occupancy permit is required prior to the occupation or use of this building

If an occupancy permit is required, the permit is required for the Entire of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 16 June 2021

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

This building work must be completed by 16 June 2022

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

Conditions and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures (Appendix)

Relevant Building Surveyor

Name: **Mehmet Yuksel**
Address: **Level 1, Suite 9, 785 Pascoe Vale Road, GLENROY VIC 3046**
Email: admin@opesbs.com.au
Registration no.: **BSU-44430**
Municipal district: **Whittlesea City Council**
Permit No.: **BSU-44430/7132547674841**
Issue Date: **16 June 2020**
Signature: 

**GENERAL BODY CORPORATE RULES IN ACCORDANCE WITH THE
SUBDIVISION (BODY CORPORATE) ACT 1988 AND ITS SUBSEQUENT
REGULATIONS**

- 1/ TO OBEY THE REGULATIONS, THE RULES AND ANY BY-LAWS OF THE BODY CORPORATE.
- 2/ TO ADVISE THE BODY OF THE NAME AND ADDRESS OF THE NEW OWNER WITHIN ONE MONTH OF SETTLEMENT OF THE SALE OF HIS OR HER LOT OR UNIT.
- 3/ IF NOT IN OCCUPATION OF HIS OR HER LOT OR UNIT OR INTENDING TO BE OUT OF OCCUPATION FOR MORE THAN THREE MONTHS, TO ADVISE THE BODY CORPORATE OF HIS OR HER MAILING ADDRESS AND TELEPHONE NUMBER.
- 4/ TO GIVE HIS OR HER TENANT A COPY OF THE RULES OF THE BODY CORPORATE AT THE COMMENCEMENT OF THE TENANCY AND SUBSEQUENTLY, A COPY OF ANY NEW RULES.
- 5/ TO MAINTAIN HIS OR HER LOT OR UNIT IN A STATE OF GOOD AND SERVICEABLE REPAIR AND TO MAINTAIN ANY SERVICES THAT EXCLUSIVELY SERVE THE LOT OR UNIT.
- 6/ TO PAY ALL FEES AND CHARGES OWING TO THE BODY CORPORATE FROM TIME TO TIME.
- 7/ IF THE BODY CORPORATE HAS NOT TAKEN OUT INSURANCE COVERING THE LOT OR UNIT AND HAS RESOLVED THAT THE MEMBERS MUST TAKE OUT THEIR OWN INSURANCE, TO TAKE OUT PUBLIC LIABILITY AND REINSTATEMENT INSURANCE COVERING THE LOT OR UNIT AND THE MEMBERS SHARE OF LIABILITY IN RESPECT OF THE COMMON PROPERTY.
- 8/ TO MAINTAIN ANY EAVES WHICH OVERHANG THE BOUNDARY OF THE LOT OR UNIT IF THE BOUNDARY OF THE LOT OR UNIT BISECTS A ROAD AND IS LOCATED AT ANY LOCATION OTHER THAN THE INTERNAL FACE OF THE WALLS OF THE BUILDING.
- 9/ NOT TO USE OR NEGLECT THE COMMON PROPERTY OR PERMIT IT TO BE USED OR NEGLECTED IN A MANNER THAT IS LIKELY TO CAUSE DAMAGE OR DETERIORATION TO THE COMMON PROPERTY.
- 10/ NOT TO USE OR PERMIT THE COMMON PROPERTY TO BE USED AS TO UNREASONABLY INTERFERE WITH OR PREVENT ITS USE OR ENJOYMENT BY THE OTHER MEMBERS OR OCCUPIERS, THEIR FAMILIES OR VISITORS.

- 11/ NOT TO PARK OR LEAVE VEHICLE ON THE COMMON PROPERTY SO AS TO OBSTRUCT A DRIVEWAY OR ENTRANCE TO A LOT OR UNIT OR IN ANY PLACE OTHER THAN IN A PARKING AREA SPECIFIED FOR SUCH A PURPOSE BY THE BODY CORPORATE.
- 12/ NOT TO KEEP ANY ANIMAL ON THE COMMON PROPERTY OR THE LOT OR UNIT AFTER BEING GIVEN NOTICE BY THE BODY CORPORATE TO REMOVE THE ANIMAL, IF THE BODY CORPORATE HAS RESOLVED THAT THE ANIMAL IS CAUSING A NUISANCE.
- 13/ NOT TO MAKE OR PERMIT TO BE MADE ANY UNDUE NOISE IN OR ABOUT THE COMMON PROPERTY OR THE UNIT.
- 14/ NOT TO MAKE OR PERMIT TO BE MADE NOISE FROM MUSIC OR MACHINERY, WHICH MAY BE HEARD OUTSIDE THE MEMBER'S LOT OR UNIT BETWEEN MIDNIGHT AND 8.00AM.
- 15/ NOT TO USE OR PERMIT A LOT OR UNIT TO BE USED FOR ANY PURPOSE WHICH MAY BE ILLEGAL OR INJURIOUS TO THE REPUTATION OF THE DEVELOPMENT OF WHICH THE MEMBER'S LOT OR UNIT FORMS PART OR WHICH MAY CAUSE A NUISANCE OR HAZARD TO ANY OTHER MEMBER OR OCCUPIER, THEIR FAMILIES OR VISITORS.
- 16/ TO OBSERVE ANY OTHER RESTRICTIONS CONTAINED IN THE REGULATIONS, RULES OR ANY BY-LAWS.

MINUTES OF THE INAUGURAL GENERAL MEETING

OWNERS CORPORATION PLAN NO 841995F

ADDRESS OF OWNERS CORPORATION: 76 CEDAR STREET, THOMASTOWN, VIC 3074

The Annual General Meeting of the Owners Corporation was held via Teleconferencing on Monday, 6 March 2025 commenced at 11 am

1. NOTING OF ATTENDANCES, PROXIES, APOLOGIES AND DETERMINATION OF QUORUM AND ENTITLEMENT TO VOTE

The following lot owners were present:

1-3. SIMNIMEK PTY LTD – Devinder Singh

Also present was Rohil Nand of R & S Body Corporate Services.

2. APPOINTMENT OF CHAIRPERSON:

Pursuant to section 79 (1) of the Owners Corporations Act 2006 (the Act) Rohil Nand and was elected to chair this meeting.

3. MANAGEMENT AUTHORITY:

It was noted that R & S Body Corporate Services Pty Ltd holds Certificate of **Registration Number 000291** as an Owners Corporation Manager as required by section 119 (2) of the Act.

It was resolved:

- (a) That R & S Body Corporate Services Pty Ltd be appointed pursuant to Section 119 of the Act to be manager of the Owners Corporation for a period of 3 years;
- (b) The Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation necessary to perform its duties under the form of Contract of Appointment of Owners Corporation Manager ("Contract"), a copy of which was attached to the notice of meeting;
- (c) The delegation to the manager is to be subject to the conditions and limitations of the Contract;
- (d) That [the chairperson] be appointed representative and [the alternate chairperson] be appointed substitute representative of the Owners Corporation for the purposes of communicating with the Manager as required by Part 9, Obligations of the Owners Corporation, in the Contract;
- (e) The common seal of the owners corporation be affixed to the Contract.

4. RESOLUTION UNDER SECTION 82 OF THE ACT:

It was resolved that the appointment or removal of a manager is a matter or type of matter that may be determined only by ordinary resolution of the Owners Corporation at a General Meeting.

5. INSURANCE DISCLOSURE:

The manager confirmed that before any decision is made regarding insurance, members must read the relevant Product Disclosure Statement(s) (PDS) forwarded to the committee or chairman when decisions regarding insurance renewal are made by the Owners Corporation.

Copies of the relevant PDS(s) and Financial Services Guide(s) (FSG) are available from the offices of Select in hard or soft copy format for any member / lot owner requiring a copy.

Strata Community Insurance Agencies Pty Ltd (SCI), SUU, CHU Underwriting Agencies Pty Ltd, Whitbread Insurance Brokers maintain Australian Financial Services Licences (AFSL) under the *Corporations Act 2001* and provide authorisation to Managers under those AFSLs to provide financial services – including dealing in and providing advice in relation to insurance products. The Manager holds an ASIC Authorised Representative number and is authorised to provide information as a distributor and general advice as an authorised representative. Further information about the financial services is provided in the Manager's Report (Supplementary Notes) under the heading "Financial Services".

6. CURRENT INSURANCE DETAILS:

The Owners Corporation has the following cover:

Insurance Company:	FLEX Insurance
Policy Number:	Q0001917322-1
Expiry Date:	03 March 2026
Building Cover:	\$950 000.00
Loss of Rent:	\$142,500.00
Public Risk Cover:	\$20 000 000.00

It was resolved that the Owners Corporation maintain the current levels of cover. The Manager informed that Content Insurance is responsibility of individual owners.

7. MANAGERS AUTHORITY TO EFFECT INSURANCE:

It was resolved that the Owners Corporation authorises the Manager to effect insurance on expiry of the current policy(ies) on the basis of the resolution in item 7 above.

8. OCCUPATIONAL HEALTH & SAFETY – HAZARD INSPECTION REPORTS:

It was resolved that the Corporation to engage qualified contractors to carry out the OHS report.

9. PROPOSED BUDGET:

It was resolved that the proposed budget be adopted.

It was resolved that in the event that the next *annual general meeting is not held within 12 months* of this annual general meeting, the manager is authorised and empowered to levy fees on the same basis and for the same amount in accord with the Proposed Budget for any substantial period until the next annual general meeting. Further if there is a *shortfall of funds*, the manager is authorised and empowered to raise a deficit levy to cover a shortfall so that the Owners Corporation is able to comply with its obligations under the Owners Corporations Act 2006, for example payment of insurance premiums under section 59 of the Act for reinstatement and replacement and public liability insurance, or urgent maintenance works etc.

10. ACCEPTANCE OF FEES AND LEVIES:

For the Admin Fund it was resolved that:

- (a) Contribution Fees be set in accordance with Section 23 (1) of the Act at \$30.00 per annum per unit of liability (based on the **total recurrent Admin Budget of \$4,500.00**); and
- (b) The fees be paid in advance in yearly instalments the first being due on **1 March 2025**.

11. PENALTY INTEREST:

It was resolved that the Owners Corporation charge interest at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 on money owed by a member to the Owners Corporation **90 days** (grace period) after the due date for fees and charges set under Section 24 (1) of the Act and on any other amount payable by a lot owner to the Owners Corporation such interest to apply from the due date unless the committee decides in any particular case to waive payment of interest.

It was resolved that the Owners Corporation Manager is to issue all necessary breach notices and, if required, to instruct a solicitor to attend to the preparation, lodging and attendance of any documentation or hearing(s) for the enforcement of any breach notices

12. PRIVACY:

It was resolved that the contact details of members (mobile phone or home phone number, and / or email address, unless advised otherwise by the member in person at the AGM or in writing) be made available to trades persons, insurance assessors and etc who may request such information with regard to owners corporation matters and other persons who may be interested in inspecting documents such as valuers, legal representatives, accountants etc.”

13. LEGAL PROCEEDINGS – DEBT RECOVERY:

It was resolved by ordinary resolution of the members of the Owners Corporation:

Ordinary Resolution 1: Debt Recovery

That the Owners Corporation is to take all steps necessary for recovery of outstanding fees levies and charges due by any member to the Owners Corporation including commencing proceedings in VCAT. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

Ordinary Resolution 2: Cost Recovery

That all costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Act the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation.

Ordinary Resolution 3: Final Notice

The Owners Corporation resolves, without prejudice to its rights under the *Owners Corporations Act* 2006 to instruct its solicitors, to recover arrears of fees, special fees, charges and contributions due and payable to it by a lot of owner, and in particular:

- (a) to issue a Letter of Demand to any lot owner in arrears if any of such arrears have remained unpaid for more than 180 days; and
- (b) to initiate legal proceedings in VCAT or in any court of competent jurisdiction for the recovery of all such arrears, all penalty interest thereon and all the Owners Corporation’s legal and administrative costs of recovery if any of such arrears have remained unpaid for more than seven (7) days after the date of the Letter of Demand.

Ordinary Resolution 4: Administrative costs

The Owners Corporation resolves to instruct its manager:

- (a) to send an additional Final Fee Notice to any lot owner detailing all that lot owner's arrears of fees, special fees, charges and contributions as soon as any such arrears remain unpaid for more than 150 days'; and
- (b) to levy against any such lot owner in arrears an amount of \$72.60 in regard to the administrative processes required to collate the information required for the sending of the additional Final Fee Notice; and
- (c) to levy against any such lot owner a sum to indemnify the Owners Corporation for the solicitor's costs incurred in issuing a Letter of Demand.

Ordinary Resolution 5: Matter referred to Court of competent jurisdiction.

That the Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees, levies, charges and other money due, against any member of the Owners Corporation in a court of competent jurisdiction as provided by the Act. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case-by-case basis in the sole discretion of the Manager and/or the Committee.

It was resolved by interim *special resolution* of the members of the Owners Corporation:

Special Resolution 6: Matter referred to Magistrates Court

That the Owners Corporation resolve *by special resolution* that the Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due, against any member of the Owners Corporation in the Magistrates' Court of Victoria. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case-by-case basis in the sole discretion of the Manager and/or the Committee.

14. GENERAL BUSINESS:

15. DATE & VENUE FOR NEXT AGM:

That the next AGM be held in 12-15 months with the venue to be confirmed by the chairperson closer to the AGM.

Please note notice and agenda for the next AGM will be issued between 2 & 4 weeks prior to the date of the meeting.

16. CLOSURE OF MEETING:

Meeting closed at 11.32pm

Rohil Nand

业主大会通用守则

1. 健康与安全

1.1 业主、居住者及他人的健康与安全

任何业主或居住者，在使用其房产，或允许他人使用其房产时，不得危害其他业主、居住者或使用者的健康与安全。

1.2 易燃液体及其他危险物品的存放

(1) 除经业主大会书面批准，任何业主或居住者，不得在其房产内或共有部位使用、存放易燃化学品、液体、气体或其他易燃物品。

(2) 本规定不适用于以下情况：

- (a) 家庭日常生活使用的易燃化学品、液体、气体或其他易燃物品；
- (b) 机动车等内燃机油箱中的易燃化学品、液体、气体或其他易燃物品。

1.3 废旧物品处理

任何业主或居住者在处理垃圾或废旧物品时，必须确保不影响其他居住者或使用者的健康舒适和环境卫生。

2. 行政管理

2.1 使用计量表计量的服务及费用分摊

(1) 供应商为业主或居住者提供货物或服务并收取业主大会相应费用后，业主大会不得向业主或居住者收取额外费用。

(2) 如果供应商向业主大会出具账单，同时给予业主或居住者优惠或折扣，则业主大会不得向业主或居住者收取优惠或折扣前的数额。

(3) 分则(2)不适用于以下情况：

- (a) 优惠或折扣必须由业主或居住者申请。业主大会已经给业主或居住者机会，而业主或居住者没有在供应商规定的付款日期之前申请。
- (b) 优惠或折扣以退款的方式直接支付给业主或居住者。

3. 共有部位的使用*

3.1 共有部位的使用

- (1) 任何业主或居住者，不得妨碍其他有权使用共有部位的人合法使用或享用共有部位。
- (2) 除经业主大会书面批准，任何业主或居住者不得将共有部位的任何部分做为私家花园使用。
- (3) 分则(2)中提及的书面批准可以规定批准的期限。
- (4) 业主大会通过决议，认为某一动物存在危险或对共有部位造成滋扰时，必须将此决议及时通知豢养该动物的业主或居住者。
- (5) 豢养动物的业主或居住者，在收到此类通知后，必须根据分则(4)妥善处置该动物。
- (6) 分则(4)和(5)不适用于帮助伤残人士的动物。

3.2 车辆及在共有部位停车

除非在紧急情况下，

- (a) 任何业主或居住者，不得，也不能允许他人，将车辆停放在共有部位或不属于自己的车位上。
- (b) 任何业主或居住者，不得，也不能允许他人，将车辆停放在共有部位阻碍其他车辆或住户人员的出入。
- (c) 任何业主或居住者，不得，也不能允许他人，在业主大会规定的停车场以外的任何地方停车。

3.3 对共有部位的损坏

- (1) 未经业主大会书面批准，任何业主或居住者不得损坏或擅自改动共有部位。
- (2) 未经业主大会书面批准，任何业主或居住者不得损坏或擅自改动共有部位中的任何一部分结构。
- (3) 分则 (1) 或 (2) 中提及的书面批准，可以规定批准的期限，而且可以规定改动和批准的条件。
- (4) 任何业主或业主授权的人员，可以安装锁具，栅栏，纱门、纱窗等安全防护设施防止他人、动物或昆虫进入，但所安装的防护设施须牢固，并且必须在颜色、材料及风格上与整体建筑保持和谐。
- (5) 分则 (4) 中提及的业主或业主授权的人员，必须保证防护设施安装正确且状态良好。

4. 私有房产 *

4.1 私有房产用途变更

任何业主或居住者，如果改变其私有房产的用途，且此改变会影响业主大会所投的房屋建筑保险的保费，例如：用途变更导致房产内有危险活动，房产用于商业或工业用途而非居住等，则必须书面通知业主大会。

5. 人员行为

5.1 业主、居住者和访客在共有部位的行为

任何业主或居住者，必须采取一切措施，确保其访客不以无理的方式干扰其他有权使用共有部位的人员。

5.2 噪音及其他滋扰行为的控制

- (1) 任何业主、居住者或访客，不得无理由制造噪音，打扰其他有权使用共有部位的人员。
- (2) 如果业主大会已书面批准可以产生噪音，则分则 (1) 不适用。

6. 纠纷的解决

- (1) 本守则规定的申诉程序适用于涉及业主、居住者或业主大会的纠纷。
- (2) 投诉方必须使用规定的表格以书面形式进行投诉。
- (3) 如果业主大会设有申诉委员会，投诉方必须通知该委员会。
- (4) 在没有申诉委员会的情况下，无论业主大会是否为纠纷中的一方，投诉方必须通知业主大会。
- (5) 纠纷各方在得知纠纷发生的10个工作日内，必须与申诉委员会或业主大会共同开会讨论解决纠纷的办法。
- (6) 纠纷涉及的任何一方，可以指定他人代其出席会议。
- (7) 如果纠纷未能解决，申诉委员会或业主大会必须根据《物业管理法（2006年）》第10部分的规定，通知各方有权采取进一步行动。
- (8) 《物业管理法（2006年）》第10部分所规定的任何进一步行动，与本守则无关，并不受本守则限制。

*说明：

1. 共有部位 (Common Property)

共有部位一般是花园、通道、墙壁、走道、车道、楼梯、电梯、大楼门厅、围墙等。共有部位由全体业主以“按份分权共有”形式共同拥有。

2. 私有房产 (Lot)

在《物业管理业主常识手册》中 Lot 翻译为“地块”。这里为了容易理解，翻译为私有房产，与共有部位对应。

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4: Smoke drift in multi-level developments Many stakeholders supported extending this rule to single-level developments. However, the Owners Corporation (OC) and Other Acts Amendment Act 2021 limits the power to make rules relating to smoke drift to multi-level developments.

2. Management and administration

2.1 Metering of services and apportionment of costs of services

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

3. Use of common property

3.1 Use of common property

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

3.2 Vehicles and parking on common property

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

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

3.3 Damage to common property

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

4. Lots

4.1 Change of use of lots

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

Example

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

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

6. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

INFORMATION ONLY



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 12/03/2025 10:01:52 AM

OWNERS CORPORATION 1
PLAN NO. PS841995F

The land in PS841995F is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

76 CEDAR STREET THOMASTOWN VIC 3074

PS841995F 24/02/2025

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

PS841995F 24/02/2025

Notations:

Nil

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Total	30.00	30.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 12/03/2025 10:01:52 AM

OWNERS CORPORATION 1
PLAN NO. PS841995F

Statement End.

INFORMATION ONLY

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT
For Building Permit No. BSU-44430/7132547674841

Property Details

Address: 76 Cedar Street, Thomastown VIC 3074
Lot: 116 **LP/PS:** 013481 **Section:** n/a
CA: n/a **Volume:** 08189 **Folio:** 009
Municipality: Whittlesea City Council **Parish:** Keelbundora **County:** Bourke

Building permit details

Building permit number: BSU-44430/7132547674841
Version of BCA applicable to building permit: BCA 2019 Vol. 2

Building Details

Part of building to which permit applies: Entire – Multiple Dwellings & Associated Garages
(Unit 1, Unit 2 & Unit 3)
Permitted Use: Residential
BCA Class of building: 1a(i) & 10a
Maximum Permissible Floor Live Load: Dwelling 1.5 kPa & Roof 0.25 kPa
Garage 2.5 kPa & Roof 0.25 kPa
Storeys contained 2

Reporting Authority

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Whittlesea City Council

Suitability of Occupation

The building to which this permit applies is suitable for occupation.

Date of Approved Inspection:

Pre slab Inspection 03/07/2020
Slab-Steel Inspection 08/07/2020
Frame Inspection 09/11/2020
Final Inspection 01/09/2021

Relevant Building Surveyor:

Name: Mehmet Yuksel
Address: 824 Pascoe Vale Road, GLENROY VIC 3046
Email: admin@opesbs.com.au
Building practitioner registration no.: BSU-44430
Municipal district name: Whittlesea City Council
Certificate no. BSU-44430/7132547674841 – Occupancy Permit
Date of issue: 2 September 2021
Date of final inspection 1 September 2021
Signature:





PO BOX 6133
VERMONT SOUTH VIC 3133
Tel: (03) 9800 1029
Email: admin@rnsbc.com.au

6 March, 2025

Devinder Singh
devindersingh910@yahoo.com

Dear Sir/Madam,

**RE: OWNERS CORPORATION NO.1 PLAN– PS841995F(OC#1)
Lot 3, 76 CEDAR STREET, THOMASTOWN, VIC 3074.**

Enclosed herewith Form 3 Certificate and minutes of the last Annual General Meeting, as requested.

We will appreciate all particulars relevant to the Purchaser at completion of settlement.

Yours faithfully,
R&S BODY CORPORATE SERVICES PTY. LTD.

A handwritten signature in black ink, appearing to read 'Rohil NAND', written over a horizontal line.

ROHIL NAND
Strata Manager

FORM 3

**CERTIFICATE PURSUANT TO SECTION 151 OF OWNERS CORPORATION ACT
2006 AND REGULATION 11 OF OWNERS CORPORATION REGULATION 2007**

OWNERS CORPORATION CERTIFICATE

OWNERS CORPORATION PLAN: **PS841995F**

VENDOR: **SIMNIMEK PTY LTD**

PURCHASER: **NOT KNOWN**

REFERENCE: **CEDAR**

This certificate is issued for **LOT 3** of **PS841995F**. The postal address of which is **36 CEDAR STREET, THOMASTOWN, VIC 3074**.

IMPORTANT:

The information in this certificate is issued on **6 March 2025**.

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

1. The present fees for the above **LOT 3** per year is : **\$1,500.00**
2. The date to which the fees for the lot have been paid up to is: **"NIL"**.
3. The total of the unpaid fees or charges for the lot are: **"\$1,500.00 being Contribution from 06-03-2025 to 05-03-2026."**.
4. The special fees or levies which have been struck, and the dates on which they were struck and are payable: **"NIL"**.
5. The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have been included above annual fees, maintenance fund and special fees are: **"NIL"**
6. The Owners Corporation presently has the following insurance cover:
Name of Company: **AAMI**
No. Of Policy: **HPL122587456**
Kind of Policy: **RESIDENTIAL STRATA INSURANCE**
Building Amount: **\$ 484,700.00**
Public Liability Amount: **\$ 20,000,000.00**
Buildings Covered: **LOT 2**
Period of Insurance: **8 September 2025**

7. Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? **"No"**.
8. The funds held by the Owners Corporation as per **6 March 2025** is "(\$0.00)".
9. Are there any liabilities of the Owners Corporation that not covered by annual fees, special levies and repairs and maintenance as set out above? **"NIL"**.
10. Are there any current contracts, leases, licences or agreements affecting the common property. **"None to our knowledge"**
11. Are there any current agreements to provide services to the lot owners, occupiers or the public? **"None to our knowledge."**
12. Are there any notices and orders served on the Owners Corporation in the last 12 months that have not satisfied are? **"There are no notices or orders as at 6 March 2025"**.
13. Are there any legal proceedings to which the Owners Corporation is a party and any circumstances which the owners corporation is aware that are likely to give rise to proceedings? **"The manager is not aware of any legal proceedings as at 6 March 2025"**.
14. Has the owners corporation has appointed or resolved to appoint a manager? A manager is appointed. The manager is R&S Body Corporate Pty Ltd of Suite F4, 2 Winterton Road, Clayton.
15. Has an administrator has been made for the appointment for the owners corporation, or has been a proposal for the appointment of an administrator? **"The manager is not aware of any proposal to appoint an Administrator as at 6 March 2025."**
16. The Owners Corporation has not submitted any special rules to the Office of Titles, other than those attached to the contract of sale.
17. **NOTE:**
More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the owners corporation register in writing to R&S Body Corporate Pty Ltd, PO Box 6133, Vermont South, Victoria 3133.

This owners corporation certificate was prepared by:



Signature:

Name: **Rohil Nand**

Name of Company: **R& S Body Corporate Pty Ltd**

As delegate of the owners corporation.

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

Sch. 3

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION
OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS
CORPORATION YOU SHOULD SEEK EXPERT ADVICE.**

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Harcourts Rata & Co

219 High Street,
Thomastown, VIC 3074

P: 03 9465 7766

E: info@rataandco.com.au

ABN: 70162949588

Harcourts
Rata & Co

Residential Rental Agreement

for

3/76 Cedar Street, Thomastown VIC 3074

This agreement is between **Devinder Singh as Directors of Simnimek Pty Ltd, Parvinder Kaur as Directors of Simnimek Pty Ltd** and **Thanh Thuy Nguyen, Caroline Quynh Kim Nguyen.**

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Tue 30/08/2022

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

2. Premises let by the rental provider

Address of premises

3/76 Cedar Street, Thomastown VIC

Postcode 3074

3. Rental provider details

Full name or company name of rental provider

Devinder Singh as Directors of Simnimek Pty Ltd, Parvinder Kaur as Directors of Simnimek Pty Ltd

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

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Harcourts Rata & Co

Address

219 High Street, Thomastown, VIC

Postcode 3074

Phone number

03 9465 7766

ACN (if applicable)

Email address

travis.whelan@rataandco.com.au

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

4. Renter details

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

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement



Fixed term agreement

Start date

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

End date



Periodic agreement
(monthly)

Start date

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

6. Rent

Rent amount(\$) (payable in advance)	<input type="text" value="1999.00"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="2nd day of each month"/>
Date first rent payment due	<input type="text" value="Fri 02/09/2022"/>

7. Bond

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

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

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

Rental bond amount(\$)	<input type="text" value="1999"/>
Date bond payment due	<input type="text" value="Fri 02/09/2022"/>

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

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

Payment details (if applicable)

Biller Code 4481
BPAY REF: 47360185

9. Service of notices and other documents by electronic methods

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

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

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

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

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

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

☒ Yes

Travis Whelan: travis.whelan@rataandco.com.au

☐ No

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

(Renter to tick as appropriate)

Renter 1 ☒ Yes

Thanh Thuy Nguyen:

☐ No

Renter 2 ☒ Yes

Caroline Quynh Kim Nguyen:

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

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

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

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

Emergency contact name

Travis Whelan

Emergency phone number

+61455501293

Emergency email address

travis.whelan@rataandco.com.au

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

☒ No

☐ Yes

13. Condition report

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

(rental provider to tick as appropriate)

☐ The condition report has been provided

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

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

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

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

17 Swimming pool barrier safety activities

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

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

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

18 Relocatable pool safety activities

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

31. Additional terms (if any)

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

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

32. Damage to the Premises

The Renter must ensure that care is taken to avoid damaging the rented Premises.

The renter must take reasonable care to avoid damaging any common areas.

The Renter who becomes aware of damage to the rented Premises must give notice to the Rental provider of any damage to the Premises as soon as practicable.

33. Cleanliness of the Premises

33.1 The Renter must keep the Premises in a reasonably clean condition during the period of the Agreement.

34. Agent is First Point of Contact

34.1 The Renter acknowledges that it is not permitted to contact the Rental provider directly unless expressly authorised in writing. For the avoidance of doubt, the Renter acknowledges that where the Rental provider's consent is required to be obtained under this Agreement, the Renter is to direct such request for the Rental provider's consent to the Agent in writing. The Renter is to direct all queries or complaints to the Agent directly.

35. Water Consumption & Utilities

35.1 The Renter is responsible for all water usage charges where the property is separately metered. It is the Renter's obligation to establish the water usage account with the relevant body prior to taking occupation of the premises.

35.2 If a service is disconnected or damaged:

- a. due to the fault of the Rental provider, Agent or Rental provider's contractor, the Rental provider or Agent will have the service re-connected or repaired; or
- b. due to the fault of the Renter, or a person the Renter has on the Premises, the Renter must have the service re-connected or repaired at its cost.

35.3 If the Renter disconnects a service or changes the supplier of it, the Renter must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Renter must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.

35.4 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Rental provider's prior approval and will be at the Renter's cost.

36. Condition Report

36.1 If the Renter has not physically viewed the Premises, the Renter acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.

36.2 The Renter acknowledges that before it took occupation of the Premises, it received from the Rental provider or Agent:

- a. An electronic copy of the condition report signed by the Rental provider or Agent.
- b. a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for renters'; and
- c. a copy of this tenancy Agreement.

36.3 the Renter acknowledges that the condition report must be signed and returned to the Agent within 5 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.

36.4 If the Renter is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

37. Rental provider's Insurance and Renter's Contents Insurance

37.1 The Renter shall not do or allow anything to be done 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 all other expenses incurred as a consequence of any breach of this term.

37.2 The Renter agrees to pay the Rental provider any excess amount or additional premium charged by the Rental provider's insurance company (to the extent the Rental provider elects to have this insurance in place and use it for the Renter's responsible damage), as a result of any damage caused by the Renter, or by anyone on the Premises with the consent of the Renter.

37.3 The Rental provider's insurance policy covers only the building plus any fixtures and fittings at their option and not the Renter's contents. The Rental provider accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Renter obtains adequate insurance coverage for its possessions.

38. Reporting Defects

38.1 If the Renter becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.

38.2 If the Renter becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Renter or anyone it allowed onto the Premises, caused a blockage or defect, the Renter will be responsible to pay to the Rental provider the reasonable expenses incurred in having the defect rectified.

39. Inspections

39.1 The Renter acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.

39.2 The Renter acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Renter upon giving the Renter a minimum of 7 days' written notice.

40. Disclosure of information

40.1 The Renter authorises the Agent to disclose details of its credit worthiness, to the Renter's personal referees, employer, any record, listing or database of defaults by renters to the owner or agent of any future residence.

40.2 If the Renter defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

41. Employment Details

30.1 The Renter agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

42. Permitted Use

42.1 The Renter must use the Premises for the permitted use, which is as the Renter's place of residence. The Renter must not use the Premises for any other purpose without first obtaining the Rental provider's consent in writing, by sending a written request to the Agent.

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

42.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Renter and the Renter agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Renter to then become in arrears.

43. Urgent and Non-Urgent Repairs

43.1 The Renter acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email to the contact details specified in Item 3 in the Schedule or to the nominated Agent's Representative.

43.2 The Renter agrees to immediately notify the Agent of any URGENT repairs, as per the contact details specified in Item 3. The Renter agrees to take all reasonable measures to get in contact with the Agent.

43.3 The Rental provider and the Renter acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written under Urgent Repairs of Part D. The Rental provider will be contacted for approval for all urgent repairs prior to proceeding.

43.4 The Renter acknowledges that if a contractor is called out to the Premises with no repair required, then the Renter may be liable for payment of the invoice issued by the contractor.

44. Garden and Parking

44.1 The Renter agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.

44.2 The Renter must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Renter must notify the Agent if there are any concerns with regards to the operation of the system. It is the renter's responsibility to keep all plants and lawns alive.

44.3 The Renter must park vehicles in the designated area. The Renter must not park on grass or garden areas, if it does then the Renter will be liable to fix any damage caused to the grass and grounds.

44.4 The Renter will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

45. Light Globes and Pilot Lights

45.1 The Renter must replace at the Renter's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.

45.2 The Renter is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Rental provider to relight a pilot light where this is the only issue the Renter will be liable for all costs.

46. Pets

46.1 The Renter is prohibited from keeping any animal or pet of any description on the Premises without the completion of the Pet Request form. The renter provider has 14 days to make a decision. If they don't agree, the rental provider will apply to VCAT. The renter can't keep a pet while VCAT is making a decision.

46.2 If the Rental provider consents to the Renter keeping a pet on the Premises, the Renter hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.

46.3 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

46.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

47. Rubbish and hanging clothes

47.1 The Renter must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Renter must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

47.2 The Renter must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

48. Inflammable Liquids Not Permitted

48.1 Except as allowed by this by this item 48, the Renter must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.

48.2 Apart from kerosene which the Renter must not have at the Premises, the Renter is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

49. Vehicle/boat servicing or Repairs not to be carried out

49.1 For the purposes of this item 49, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

49.2 The Renter agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.

49.3 The Renter also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

50. Smoke Alarms

50.1 The Renter acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Renter becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Renter must notify the Agent as soon as possible, and within 24 hours of becoming aware.

50.2 The Renter agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Renter must immediately notify the Agent and confirm such advice in writing on the same day.

50.3 The Renter acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Renter must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

51. Swimming Pool/Spa

51.1 This item 51 applies if there is a swimming pool, spa or variation thereof at the Premises.

51.2 The Renter hereby agrees:

- a. to maintain the swimming pool/spa by using the equipment provided;
- b. to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
- c. to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
- d. to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
- e. to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.

51.3 The Renter acknowledges and agrees that if item 51.2 is not complied with, the Agent may serve a notice of breach on the Renter and the necessary notices thereafter if the Renter fails to remedy the breach

52. Locks & Keys

52.1 The Renter is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Renter provides duplicate keys to the Agent within 24 hours of changing the locks.

52.2 The Renter is permitted to change the code of an alarm at the Premises, on the condition that the Renter notifies the Agent in writing within 24 hours of the changed alarm code.

52.3 The Rental provider and Renter agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Renter is required to provide the key with a copy of a receipt for reimbursement.

52.4 The Renter acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.

52.5 The Renter acknowledges that whilst all due care has been taken by the Rental provider and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Rental provider's recommendation that the barrels to locks are changed by the Renter.

53. Blockages Caused by Misuse

53.1 The Renter must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Renter shall pay the cost of clearing any pipe, drain toilet or sewage blockages belonging to the Premises caused by misuse by the Renter or their visitors.

54. Payment Of Rental

54.1 All rental payments are to be made on time and in full in the manner specified in Item 8 of the standard terms or otherwise instructed by the Agent in writing. No part payments will be accepted. The Renter acknowledges and agrees that payments made by cheque or money order are subject to a \$16.50 processing fee (inclusive of GST).

54.2 The Renter acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Rental provider immediately after funds have cleared.

54.3 Any costs incurred by the Rental provider or Agent to retrieve rental arrears shall be reimbursed by the Renter. This includes charges of \$27.50 should a cheque or direct debit dishonour up to three times. Beyond three times \$55.00 will be charged (inclusive of GST).

55. Assignment, Sub-letting and Short Stay Accommodation

55.1 The Renter acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with item 55.2.

55.2 The Renter acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Rental provider approval. If approved, the Renter agrees to reimburse the Rental provider for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are \$220.00 (inclusive of GST) plus any Renter check fees (\$22.00 per new Renter), such fees are subject to change. A prospective renter must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Rental provider.

55.3 For the purposes of item 55.2 to apply, at least one named Renter from the original Agreement must remain in occupation. If no original named Renter is to remain, all Renters must vacate. If this occurs during a fixed term, a lease break will occur.

55.4 The Renter must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Rental provider's prior written consent, which, if given, may be subject to reasonable conditions.

55.5 The Renter's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Rental provider under this item 55.

55.6 The Renter agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

56. Fixed Term Lease Break

56.1 In the event that the Renter wishes to vacate the Premises prior to the Termination Date as specified in Item 5 in Part A, the Renter must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).

56.2 The Renter will be liable for and agrees to pay the following fees and charges as applicable:

- a. any advertising costs incurred including an internet marketing cost of \$355 (inclusive of GST);
- b. a break lease fee of 2.5 Weeks' Rental (inclusive of GST), applied pro-rata;
- c. a 'For Lease' board to be erected at a cost of \$99.00 (inclusive of GST);
- d. Residential Tenancy Database checks on each applicant at a cost of \$22 per applicant (inclusive of GST);
- e. all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement renter's lease begins.
- f. all advertising amounts including internet, boards and database checks are subject to change and will be advised at the time of the lease break.

56.3 The Renter agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Renter commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Rental provider agrees to mitigate the Renter's loss by taking reasonable steps to relet the Premises.

57. Advertising Boards and Access To The Premises

57.1 The Renter shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.

57.2 The Renter shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or renters upon 48 hours' notice or by Agreement with the Renter.

58. Owners Corporation Rules (Where Applicable)

If there is an owners corporation for the Premises ("Owners Corporation"), the Rental provider agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.

If item 58.1 applies, the Renter agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Renter shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Rental provider. The Standard Rules of the Subdivision (Body Corporate) Regulations 2001, as amended, apply to all bodies corporate.

If item 58.1 applies, the Renter shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

59. Condensation and Mould

59.1 The Renter must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.

59.2 The renter further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.

59.3 The Renter acknowledges that any damage to the property caused by a failure to comply with this item 59 must be rectified professionally at the Renter's expense.

60. Pot Plants and Furniture Placement

60.1 The Renter must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.

60.2 The Renter agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.

60.3 The Renter hereby agrees that any damaged caused to any flooring due to the Renters failing to adhere to this item 60 will be rectified professionally at the Renter's expense.

61. Smoking

61.1 The Renter must not smoke inside the Premises. The Renter may smoke in uncovered areas outside the Premises. The Renter must place all cigarette waste in the appropriate receptacle.

61.2 If the Renter has not complied with item 61.1, in particular the Renter has been smoking inside, the Renter will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

62. Redirection of Mail and Disconnection of Services

At the end of the tenancy, the Renter is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Renter shall reimburse the Rental provider for any cost incurred by the Rental provider due to the Renter failing to adhere to this item 62.

63. Notice to Vacate

63.1 If the Renter wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Renter's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.

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

63.3 Notice under this item 63 must be provided to the Agent. If notice is provided by email it must be delivered by each named Renter listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Renter's email or notice is received.

64. Expiry of Fixed Term Agreement

64.1 If the Renter remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Renter acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with item 63.

64.2 The Renter acknowledges the right of the Rental provider under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

65. Keys

The Renter must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Renter's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

66. Cleaning Premises Upon Vacating

66.1 The Renter must:

- a. remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
- b. undertake a full clean of the Premises as in accordance with the any instructions provided by the Agent and as required under this agreement to reinstate the premises to the state at the commencement of this agreement. If the Renter is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Renter.

66.2 The Renter agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating if this was done prior to the tenancy commencing.

66.3 If the Renter kept a pet at the Premises in accordance with item 46.1, in addition to the foregoing upon vacating the Premises the Renter must also:

- a. ensure all pet droppings are cleaned from the yard of the Premises; and
- b. have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

67. Bond Lodgement and Refund

67.1 The bond has been deposited in accordance with the requirements of the Act and RTBA.

67.2 The Renter acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Renter. The Renter acknowledges that failure to abide by this Section renders the Renter liable to a penalty.

68. General

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

68.2 The Renter acknowledges that no promises, representations, warranties or undertakings have been given by the Rental provider or Agent in relation to the suitability of the Premises for the Renter's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.

68.3 No consent or waiver of any breach by the Renter of the Renter's obligations under the Act shall prevent the Rental provider from subsequently enforcing any of the provision of the Agreement.

68.4 The Renter acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.

68.5 This Agreement may be amended only by an Agreement in writing signed by the Rental provider and the Renter.

69. General

69.1 The Residential Rental Rental provider (Landlord) and/or Residential Renter (Tenant) agree that their details may be forwarded to one or more of our affiliates including but not limited to Harcourts International, Harcourts Australia, Harcourts Victoria, their related entities or any other Harcourts Franchisees, Melbourne Real Estate Debt Collection, for the purposes of debt collection, ConnectNow or a similar company for the purposes of service connections, Water Utilities, Local council, Smoke Alarm Solutions or a similar company for the purposes of smoke alarm servicing and testing, Twenty2 maintenance (or similar company) for purposes of safety checks & maintenance, Melbourne Real Estate Conveyancing, any other supplier/maintenance company and/or any affiliate of Harcourts Rata & Co and Consumer Affairs Victoria, Real Estate Institute of Victoria or any other governing body.

Rental Standards

1. Are there deadlocks to all Entry doors?

- A. If no, could one be fitted?
- B. Can the locking device be operated by a key from the outside; and may be unlocked from the inside with or without a key?

2. Is a vermin-proof rubbish bin supplied?

- A. Is a vermin-proof recycle bin supplied?
- B. Are the supplied bins provided by or are compatible with local council collection?

3. Are the toilets connected to an appropriate sewerage or wastewater treatment system?

- A. Are the toilets situated in a suitable housing/room?

4. Is there a washbasin, shower or bath with hot and cold water?

- A. Is there a 3 Star rated showerhead fitted?

5. Is there a dedicated area for cooking and food preparation?

- A. Is the sink in good working order and is connected to hot and cold water?
- B. Is the cooktop in good working order and has 2 or more burners?
- C. Is the oven in good working order - if fitted?

6. Are laundry facilities present in the rented premises?

- A. Are the laundry facilities connected to a reasonable supply of hot and cold water?

7. Is there any visual evidence that the property may be structurally unsound or not weatherproof?
8. Is there any visual evidence of mould or damp caused by or related to the building structure?
9. Does the property have a safety switch / RCD?
10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give privacy?
 - A. Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy?
11. Can all external windows in the rented premises that are capable of opening be set in a closed or open position?
 - A. Do all external windows in the rented premises which are capable of opening have a functioning latch to secure the windows against external entry?
12. Do the interior rooms, corridors and hallways of the rented premises have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms?
13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation?
14. Is there a working heater in the main living area of the premises?

70. Cat Clause

The RENTAL PROVIDER hereby allows the RENTER/S to keep a cat on the premises.

Item 46.1 of the lease will not apply during this tenancy if all the following conditions are met:

1. The cat will not unnecessarily interfere with, or cause a nuisance to any of the adjoining neighbours or occupiers on this site.
2. The renter (s) and cat will comply with all Owners corporation rules and regulations.
3. Any damage caused by the cat must be reported within seven (7) days.
4. The renter (s) take full responsibility for any damage caused by the cat and any cost associated with rectification of the damage.
5. No animal droppings are to be left at the property at the expiration of the tenancy.

Privacy Collection Notice

As professional property managers **Harcourts Rata & Co** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9465 7766

Primary Purpose

As professional property managers, **Harcourts Rata & Co** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Harcourts Rata & Co** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Harcourts Rata & Co also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities

(Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Harcourts Rata & Co** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Harcourts Rata & Co** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Harcourts Rata & Co** privacy policy can be viewed without charge on the **Harcourts Rata & Co** website; or contact your local **Harcourts Rata & Co** office and we will send or email you a free copy.

Disclaimer

Harcourts Rata & Co its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Harcourts Rata & Co** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider 1: **Devinder Singh as Directors of Simnimek Pty Ltd**



Signed at Tue, 30/08/2022 22:20 , from device: iOS 15.5 iPhone Mobile Safari 15.5

Rental Provider 2: **Parvinder Kaur as Directors of Simnimek Pty Ltd**



Signed at Tue, 30/08/2022 22:23 , from device: iOS 14.4 iPhone Mobile Safari 14.0.3

Renter(s)

Renter 1: **Thanh Thuy Nguyen**



Signed at Tue, 30/08/2022 20:51 , from device: Mac OS X 10.15.7 Mac Chrome 102.0.0

Renter 2: **Caroline Quynh Kim Nguyen**



Signed at Tue, 30/08/2022 20:47 , from device: iOS 15.6.1 iPhone Mobile Safari UI/WKWebView

AUDIT TRAIL

Thanh Thuy Nguyen (Renter)

Tue, 30/08/2022 20:49 - Thanh Thuy Nguyen clicked 'start' button to view the Residential Rental Agreement
(Mac OS X 10.15.7 Mac Chrome 102.0.0, IP: 180.150.38.132)

Tue, 30/08/2022 20:51 - Thanh Thuy Nguyen signed the Residential Rental Agreement (Mac OS X 10.15.7 Mac
Chrome 102.0.0, IP: 180.150.38.132)

Tue, 30/08/2022 20:51 - Thanh Thuy Nguyen submitted the Residential Rental Agreement (Mac OS X 10.15.7
Mac Chrome 102.0.0, IP: 180.150.38.132)

Caroline Quynh Kim Nguyen (Renter)

- Tue, 30/08/2022 20:09 - Caroline Quynh Kim Nguyen clicked 'start' button to view the Residential Rental Agreement (iOS 15.6.1 iPhone Mobile Safari UI/WKWebView, IP: 180.150.38.132)
- Tue, 30/08/2022 20:46 - Caroline Quynh Kim Nguyen clicked 'start' button to view the Residential Rental Agreement (iOS 15.6.1 iPhone Mobile Safari UI/WKWebView, IP: 180.150.38.132)
- Tue, 30/08/2022 20:47 - Caroline Quynh Kim Nguyen signed the Residential Rental Agreement (iOS 15.6.1 iPhone Mobile Safari UI/WKWebView, IP: 180.150.38.132)
- Tue, 30/08/2022 20:47 - Caroline Quynh Kim Nguyen submitted the Residential Rental Agreement (iOS 15.6.1 iPhone Mobile Safari UI/WKWebView, IP: 180.150.38.132)

Devinder Singh as Directors of Simnimek Pty Ltd (Rental Provider)

- Tue, 30/08/2022 22:18 - Devinder Singh as Directors of Simnimek Pty Ltd clicked 'start' button to view the Residential Rental Agreement
- Tue, 30/08/2022 22:20 - Devinder Singh as Directors of Simnimek Pty Ltd signed the Residential Rental Agreement
- Tue, 30/08/2022 22:20 - Devinder Singh as Directors of Simnimek Pty Ltd submitted the Residential Rental Agreement

Parvinder Kaur as Directors of Simnimek Pty Ltd (Rental Provider)

- Tue, 30/08/2022 22:21 - Parvinder Kaur as Directors of Simnimek Pty Ltd clicked 'start' button to view the Residential Rental Agreement
- Tue, 30/08/2022 22:23 - Parvinder Kaur as Directors of Simnimek Pty Ltd signed the Residential Rental Agreement
- Tue, 30/08/2022 22:23 - Parvinder Kaur as Directors of Simnimek Pty Ltd submitted the Residential Rental Agreement

AGREEMENT END
