

Contract of sale of land

Property:

1/24 Paringa Drive, St Albans Vic 3021

Verduci Lawyers

Level 1 186 Barkly Street Footscray Vic 3011

Tel: 9689 4733



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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 previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the vendor 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

Approval

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

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

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/...../2022....

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/...../2022....

Print name(s) of person(s) signing: JOSE LUIS RAFFIN AND GRACIELA BEATRIZ RAFFIN

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	
<p>Cooling-off period (Section 31 of the <i>Sale of Land Act 1962</i>)</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>EXCEPTIONS: The 3-day cooling-off period does not apply if:</p> <ul style="list-style-type: none"> • 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.

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Particulars of sale

Vendor's estate agent

Name: Bells Real Estate
Address: 14 Devonshire Road Sunshine Vic 3020
Email: dean@bellsrealestate.com.au
Tel: 9300 9000 Mob: 0403 675 922 Fax: Ref: Dean Larti

Vendor

JOSE LUIS RAFFIN
GRACIELA BEATRIZ RAFFIN

Vendor's legal practitioner or conveyancer

Verduci Lawyers
Level 1, 186 Barkly Street, Footscray VIC 3011
PO Box 2041, Footscray VIC 3011
DX: 81106 Footscray
Email: tbasilone@verducilawyers.com.au
Tel: 9689 4733 Mob: Fax: (03) 9687 7557 Ref: TB:37225

Purchaser

Name:
.....
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10017	Folio	458	1	PS307442G

The land includes all improvements and fixtures.

Property address

The address of the land is: **1/24 Paringa Drive St Albans Vic 3021**

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

All existing light fittings, floor coverings and window furnishings

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 20.....

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the 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 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than _____

Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

1. Purchaser acknowledgements

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:

- a. With all improvements on and forming part of the land existing at the day of sale and in its present condition and state of repair and subject to any defects with regard to its construction, condition, position or state of repair at the day of sale;
- b. Subject to all defects latent and patent;
- c. Subject to any infestations and dilapidation;
- d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- e. 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.
- f. Subject to all registered and implied easements existing over or upon or affecting the property and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the property; and
- g. Subject to any restriction on, use or development under any planning schemes affecting the property.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this Special Condition.

2. "As Is" Basis of Sale

- 3.1 Subject to the other provisions of this contract, the Property is sold "as is", "where is" and "with all faults" (including any latent defects) without any representation or warranty including, without limitation, as to its condition, fitness for purpose or compliance with laws or regulations.
- 3.2 The Purchaser assumes responsibility for all notices issued after the date of this Contract (other than for recurring adjustable outgoings) ("the notices") and the Purchaser indemnifies and will keep indemnified the vendor against all matters arising from the notices and releases the Vendor from all responsibility for the notice.
- 3.3 Without limitation to other provisions of this Contract, the Purchaser acknowledges that the Purchaser relies on the Purchaser's own inspection and enquiry in relation to the matters set out in 3.1 and 3.2 and with respect to the Property and the Plant and Equipment and the Property and the Plant and Equipment generally.

3. Whole agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except such as are made conditions of this contract.

4. Disclosure

The purchaser acknowledges that prior to the signing of this contract or any other document relating to this sale which is or is intended to be legally binding, they received from the vendor's agent a statement containing particulars specified in and otherwise complying with section 51 of the Estate Agents Act 1980 (Vic) (if applicable), a statement pursuant to section 32 of the Sale of Land Act 1962 (Vic) and a copy of this contract.

5. Foreign purchaser

The purchaser warrants:

- (a) That the purchaser is not a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1975; or

- (b) That the purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

6. Severability

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

7. Waiver of breach

No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

8. Stamp Duty – Purchasers Buying Unequal Interests

- (i) 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);
- (ii) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation;
- (iii) The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- (iv) This condition will not merge on completion.

9. Guarantee

General Condition 3 is amended to read "The vendor may require one or more directors or shareholders of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company. If required the purchaser must deliver within 5 days to the Vendor a guarantee and indemnity in the form of the guarantee and indemnity attached to this contract executed by its directors or principal shareholders or other persons approved by the Vendor. Failure by the Purchaser to comply with this Special Condition may be deemed by the Vendor to be a breach of a fundamental and essential condition of this contract.

10. Loss or damage before settlement

GC 31 sub-clauses 4 to 6 are deleted.

11. Damage Or Destruction

If the Vendor cannot deliver the property in the condition required under GC31.2 because of destruction of or damage to the property the Purchaser must within 14 days of being advised of the damages or destruction elect by notice to either:

- 11.1 complete the purchase and the Purchaser's sole right arising from the breach of GC31.2 will be the right of indemnity under the Vendor's insurance (if any) provided by part 2 Division 3 of the Sale of Land Act; or
- 11.2 rescind this Contract and the Purchaser's only claim against the Vendor will be for repayment of all moneys paid by the Purchaser on account of the price.

If the Purchaser does not so elect the Vendor may at any time after expiration of the Notice cancel this Contract and neither the Vendor nor the Purchaser will have any further rights or liabilities under this Contract save that the Vendor must refund to the Purchaser all moneys paid on account of the price.

12. Default Interest

GC 33 applies to this contract as if the words "four per cent" replaced the words "two per cent".

13. Default Expenses

The Purchaser must pay the Vendor all costs and expenses incurred by the Vendor due to any breach of this contract by the Purchaser.

The Purchaser agrees that the reasonable foreseeable loss the Vendor may suffer due to the Purchaser's breach of this contract may include, without limitation, interest payable by the Vendor in relation to loans secured on the property for the period from the date the residue is payable under this contract to the date the residue is paid, interest on bridging finance obtained by the Vendor for the same period to cover the Vendor's intended use of the price and the costs of that bridging finance and the cost of storing the Vendor's property usually kept in the property.

14. GST Withholding – Residential premises or potential residential land

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

- | | |
|--|---|
| <input type="checkbox"/> Withholding payment is required to be made | |
| <input checked="" type="checkbox"/> No withholding payment for residential premises because; | <input type="checkbox"/> No withholding payment for potential residential land because |
| <input checked="" type="checkbox"/> The premises is not new | <input type="checkbox"/> The land includes a building used for commercial purposes |
| <input type="checkbox"/> The premises were created by substantial renovation | <input type="checkbox"/> The buyer is registered for GST and acquires the property for a creditable purpose |
| <input type="checkbox"/> The premises are commercial residential premises | <input type="checkbox"/> |

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

15.1 Vendor's notice

If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the table; otherwise the vendor shall give the buyer notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

15.2 Amount to be withheld by the Purchaser

Where the margin scheme applies 7% of the purchase price; otherwise 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

15.3 Purchaser to notify Australian Taxation Office

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

15.4 Purchaser to remit withheld amount

(a) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise

(b) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

15.5 Vendor to indemnify Purchaser

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

GUARANTEE FOR CORPORATE PURCHASER

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation)

I/We _____ of _____
And _____ of _____

(hereinafter called the "Guarantors") In consideration of the vendor contracting with the corporate purchaser the guarantors, as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

DATED: _____ 2022

SIGNED by the said _____)
_____)

in the presence of:

Signature

Signature of Witness

Print Name of Witness

SIGNED by the said _____)
_____)

in the presence of:

Signature

Signature of Witness

Print Name of Witness

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 lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. 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 lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day; or

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with 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 lodgment network operator,

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	Unit 1/24 Paringa Drive, St Albans 3021
-------------	---

Vendor's name	Jose Luis Raffin	Date / /
Vendor's signature		

Vendor's name	Graciela Beatriz Raffin	Date / /
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

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

- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

Adjustment of rates and outgoings at settlement. Purchaser may be liable for land tax the amount of which (if any) will depend on use of property, nature of purchaser and total landholdings of purchaser

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

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

The vendor is not aware of any failure to comply with any easement, covenant or restriction

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Are as follows:

The vendor is not aware of all notices, orders, declarations, reports or recommendations that affect the property unless directly communicated to it at it's address

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:

Not applicable

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:

None to the Vendor's knowledge

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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

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

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

13 ATTACHMENTS

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

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

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

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.

(04/10/2016)

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

VOLUME 10017 FOLIO 458

Security no : 124101432765X
Produced 27/10/2022 05:51 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 307442G.
PARENT TITLE Volume 09969 Folio 727
Created by instrument PS307442G 14/05/1991

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JOSE LUIS RAFFIN
GRACIELA BEATRIZ RAFFIN both of UNIT 1 PARINGA DRIVE ST ALBANS EAST
R436322U 15/07/1991

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE S840060M
NATIONAL AUSTRALIA BANK LTD

COVENANT (as to whole or part of the land) in instrument R093477K

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
P256587N 16/06/1989

DIAGRAM LOCATION

SEE PS307442G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 24 PARINGA DRIVE ST ALBANS VIC 3021

ADMINISTRATIVE NOTICES

NIL

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

DOCUMENT END



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PLAN OF SUBDIVISION	STAGE No	LTO USE ONLY EDITION 1	PLAN NUMBER PS 307442 G	
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: MARIBYRNONG</p> <p>TOWNSHIP: _____</p> <p>SECTION: 10</p> <p>CROWN ALLOTMENT: "C" (PART)</p> <p>CROWN PORTION: _____</p> <p>LTO BASE RECORD: CHART 10 (3061)</p> <p>TITLE REFERENCES: VOL. 9969 FOL. 727</p> <p>LAST PLAN REFERENCE/S: L.P. 217276N LOT 221</p> <p>POSTAL ADDRESS: 24 PARINGA DRIVE (At time of subdivision) ST. ALBANS EAST 3021</p> <p>AMG Co-ordinates (of approx centre of land in plan) E 308 560 N 5 819 520 ZONE: 55</p>	<p style="text-align: center;">COUNCIL CERTIFICATION AND ENDORSEMENT</p> <p>COUNCIL NAME: CITY OF SUNSHINE REF: 90/440</p> <p>1. This plan is certified under Section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under Section 11(7) of the Subdivision Act 1988.</p> <p>Date of original certification under Section 6: / /</p> <p>3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</p> <p>OPEN SPACE</p> <p>(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage _____</p> <p>Council Delegate Council Seal Date 21 / 3 / 91</p> <p>Re-certified under Section 11(7) of the Subdivision Act 1988.</p> <p>Council Delegate Council Seal Date / /</p>			
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
STAGING This is not a staged subdivision. Planning permit No.				
DEPTH LIMITATION DOES NOT APPLY				
SURVEY THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) IN PROCLAIMED SURVEY AREA No				
EASEMENT INFORMATION			LTO USE ONLY	
LEGEND A Appurtenant Easement E Encumbering Easement R - Encumbering Easement (Road)			STATEMENT OF COMPLIANCE EXEMPTION STATEMENT	
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E - 2	DRAINAGE & SEWERAGE	2.50	L.P. 217276N	LOTS ON L.P. 217276 N
E - 2	SEWERAGE	2.50	THIS PLAN	M.M.B.W
			RECEIVED <input checked="" type="checkbox"/>	
			DATE 8 5 91	
			LTO USE ONLY	
			PLAN REGISTERED	
			TIME	
			DATE 14/5/91	
			<i>Alfata.</i>	
			Assistant Registrar of Titles	
			SHEET 1 OF 2 SHEETS	
			LICENCED SURVEYOR (PRINT) PETER MOMMSEN	
			SIGNATURE _____ DATE / /	
			REF ALKIN 3 VERSION	
			REF F.B. 105	
			DATE / /	
			COUNCIL DELEGATE SIGNATURE	
			ORIGINAL SHEET SIZE A3	

PLAN OF SUBDIVISION

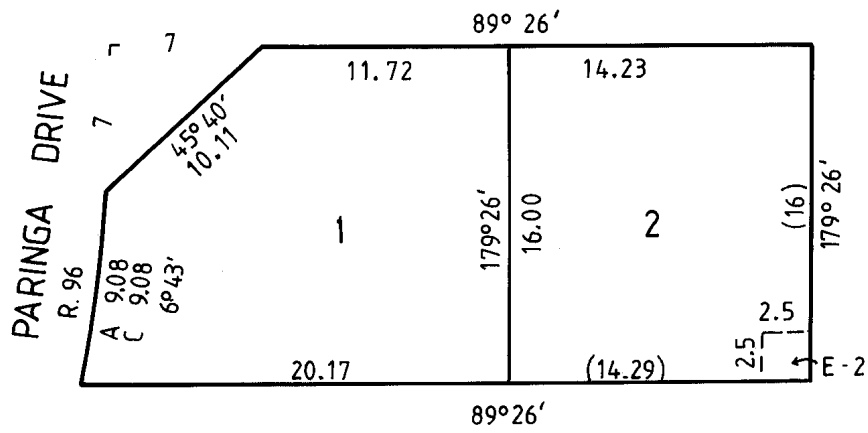
STAGE No.

PLAN NUMBER

PS 307442 G



TANUNDA MEWS



ORIGINAL
SCALE SHEET SIZE
1:250
A3

LICENSED SURVEYOR (PRINT) **PETER MOMMSEN**
SIGNATURE DATE / /
REF **ALKIN 3** VERSION
FB 105

SHEET 2 OF 2 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE



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P256587N
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Lodged By: PRICE BRENT
Code: 1413R
Ref: CMB:SS 31584

Form 9.1

Titles Office Use Only

IMAGED

VICTORIA

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

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

LAND (insert Certificate of Title Volume and Folio)

Lot 2 on Plan of Subdivision No. 88327 comprised in Certificate of Title Volume 9767 Folio 051.

now = 9922 - 547 to 631
9922-624 now 10953 1.2.17

ADDRESS OF THE LAND

20 FEB 1990

McIntyre Road, Sunshine

RESPONSIBLE AUTHORITY (name and address)

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF SUNSHINE
Municipal Offices, Alexandra Avenue, Sunshine

PLANNING SCHEME

Sunshine Planning Scheme



AGREEMENT DATE 17/4/89)

AGREEMENT WITH (name and address)

URBAN LAND AUTHORITY
406 Lonsdale Street, Melbourne

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority

John James
CHIEF EXECUTIVE OFFICER/TOWN CLERK
CITY OF SUNSHINE

Name of Officer ... JOHN JAMES

Date ... 7/6/1989

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



26 FEB 1990

Amended (Endorsed)
No. P5311185
15-10-91



AGREEMENT AMENDED

REGISTERED : 14/9/90

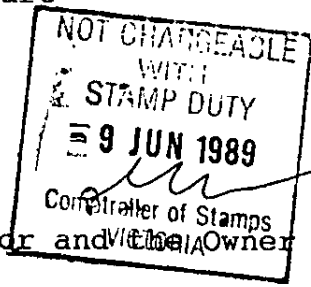
NO: R3005M



DP256587N-2-3

THIS AGREEMENT is made the 17th day of April 1989
B E T W E E N: THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF
SUNSHINE of Municipal Offices, Alexandra Avenue, Sunshine in the
State of Victoria (hereinafter called the "Council") of the first
part and URBAN LAND AUTHORITY of 406 Lonsdale Street, Melbourne
in the said State (hereinafter, except where the context does not
so admit, called the "Owner") of the second part

W H E R E A S:



A. The Owner is the registered proprietor and ~~the~~ Owner of the land being Lot 2 on Plan of Subdivision No. 88327 comprised in Certificate of Title Volume 9767 Folio 051 situated at McIntyre Road and Main Road East, Sunshine (hereinafter called the "Land").

B. By an Application No. 88/110 the Owner applied to the Council for a town planning permit to subdivide the land in accordance with a plan submitted with that Application and to erect a detached house on each allotment within that subdivision.

C. The Council (as Responsible Authority under the Sunshine Planning Scheme (hereinafter called the "Scheme")) has resolved to issue a permit (hereinafter called "the Permit") for the subdivision of the Land generally in accordance with that plan and the construction of roads and services to serve each allotment (hereinafter called the "Allotment") thereon and the erection of a detached house on each Allotment with a setback from the frontage equal to or greater than the distance shown on the plan endorsed in accordance with Condition (a) of the Permit being the plan prepared by Breese Pitt Dixon Pty. Ltd. Reference No. 2808D ("the



Plan") a copy of which is attached hereto.

D. Condition (j) of the Permit requires that the Owner enter into an Agreement with the Council pursuant to Section 173 of the Planning and Environment Act 1987.

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

1. Without limiting the operation or effect which this Agreement otherwise has, the parties hereto acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987.
2. This Agreement shall come into force immediately upon execution by both parties hereto and shall run with the Land.
3. The Owner of each Allotment which abuts the open space land shown shaded and hatched and designated "encumbered open space land" on the Plan shall -
 - (a) maintain the portion of that Allotment immediately so abutting in a clean, safe and tidy state and free of litter, junk and noxious weeds;
 - (b) allow any public authority entitled to use the encumbered open space land access through that Allotment to such encumbered open space land for the purposes of the authorities;
 - (c) notwithstanding the provisions of the Scheme, not use any part of the Land for any industrial purpose, the parking of any vehicles with a load capacity exceeding 2 tonnes (other than on the

A160120/GRT/ac



DP256587N-4-8

carriageway of streets and roads shown on the Plan of Subdivision authorised by the Permit), the storage or repair of machinery, materials or equipment for use in industry or the building trade, or the storage, repair, servicing or exposure for gain or reward of motor vehicles.

4. The Owner of each Allotment shall, before occupying any house to be erected on such Allotment, and at the time of constructing such house, construct a parking space for two cars thereon to the satisfaction of the Council and thereafter keep and maintain that space to the satisfaction of the Council and not use or allow it to be used other than for the parking of vehicles.

5. (a) On those Allotments lying between the Points A to C and D| to I on the Plan, no dwelling shall be erected within two metres of the boundary between the Allotment and the freeway reservation.

(b) On those Allotments lying between Points C and D| on the Plan, no dwelling shall be erected within 10 metres of the boundary between the Allotment and the freeway reservation.

6. Prior to approval in the Office of Titles of any Plan of Subdivision in accordance with the plan containing Allotments between the Points A to I on the plan, the Owner shall erect a two metre high sound barrier fence in accordance with the Design Information Sheet Drawing No. 268026 for construction of such a fence produced by the



Road Construction Authority - Noise Attenuation Fence
Type 2 - (a copy of which is attached hereto) in the
following positions:

- (a) between points D' and I along the boundary
between such Allotments and the Freeway
Reservation; or
- (b) (i) between points
 - (X) D' and D'''; and
 - (Y) E and I; and
 (ii) for a distance of 15 metres along the
Allotment boundary running in a south
easterly direction from:
 - (X) the point D'''; and
 - (Y) point E.

7. For the purposes of Clauses 3 - 6 (inclusive), the Urban
Land Authority shall not be liable to the Council in
respect to a particular Allotment for any liability or
obligation that arises or any act or omission that occurs
only after another person has become registered or
entitled to be registered as the proprietor of that
Allotment under a Contract of Sale of that Allotment from
the Urban Land Authority.

8. In the event of the Owner failing to comply with the
provisions hereof, the Town Clerk of the Council may
cause to be served on the Owner a notice in writing
specifying the works, matters and things, (hereinafter
called the "Works") in respect of which the Owner is in
default and should such default continue for thirty days



after the service of such notice, the Council may by its officers, employees, agents and contractors enter upon the Land and cause such Works to be carried out. Any notice or demand served on the Owner pursuant to this Clause may set out the costs (as estimated by the City Engineer and stated in such notice) of carrying out such Works to remedy the default as aforesaid and in the event of the Owner not complying with such notice within the said period of thirty days, the Town Clerk may cause to be served on the Owner a demand in writing for the amount of the cost estimated as aforesaid and the amount thereof shall be forthwith paid by the Owner to the Council. As soon as may be practicable after the completion of such Works, the Engineer shall certify the actual costs thereof to the Council and the difference between such actual costs and the estimated costs paid to the Council pursuant to this Clause shall be paid by the Owner to the Council or by the Council to the Owner as the case may require.

9. The parties shall do all things necessary (including signing any further agreement, acknowledgement or document) to enable the Council to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Planning and Environment Act 1987.
10. The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first disclosing to its



- successors the existence and nature of this Agreement.
11. The Owner shall forthwith on demand pay to the Council the Council's costs and expenses (as between the Solicitor and own client) of and incidental to this Agreement and of anything consequent thereon, relating thereto, pursuant thereto or in furtherance thereof (including, but without limiting the generality of the foregoing, anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owner herein). To the extent that any of such costs and expenses constitute legal professional costs, the Council may have them assessed by the Law Institute of Victoria Costs Service and, in that event, the parties shall be bound by the amount of such assessment with any fee for obtaining such assessment being borne equally by the Owner and the Council.
 12. The expression "the Owner" shall be deemed to include its successors assigns and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors transferees purchasers mortgagees and assigns as if each of them had separately executed this Agreement.
 13. Any notice hereunder may be served by delivering the same to the Owner at his address aforesaid or by putting the same into the post in a prepaid certified envelope addressed to the Owner at his address aforesaid and any notice posted shall be conclusively deemed to have been served at the expiration of 24 hours from the time of



posting.

- 14. Each of the parties hereto shall respectively sign and execute all such further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this Agreement.

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

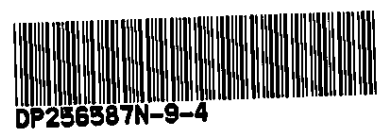
THE COMMON SEAL of THE MAYOR
 COUNCILLORS AND CITIZENS OF THE
 CITY OF SUNSHINE was hereunto
 affixed in the presence of:-

..... Mayor
[Signature] Councillor
[Signature] Town Clerk
 7th June 1989.

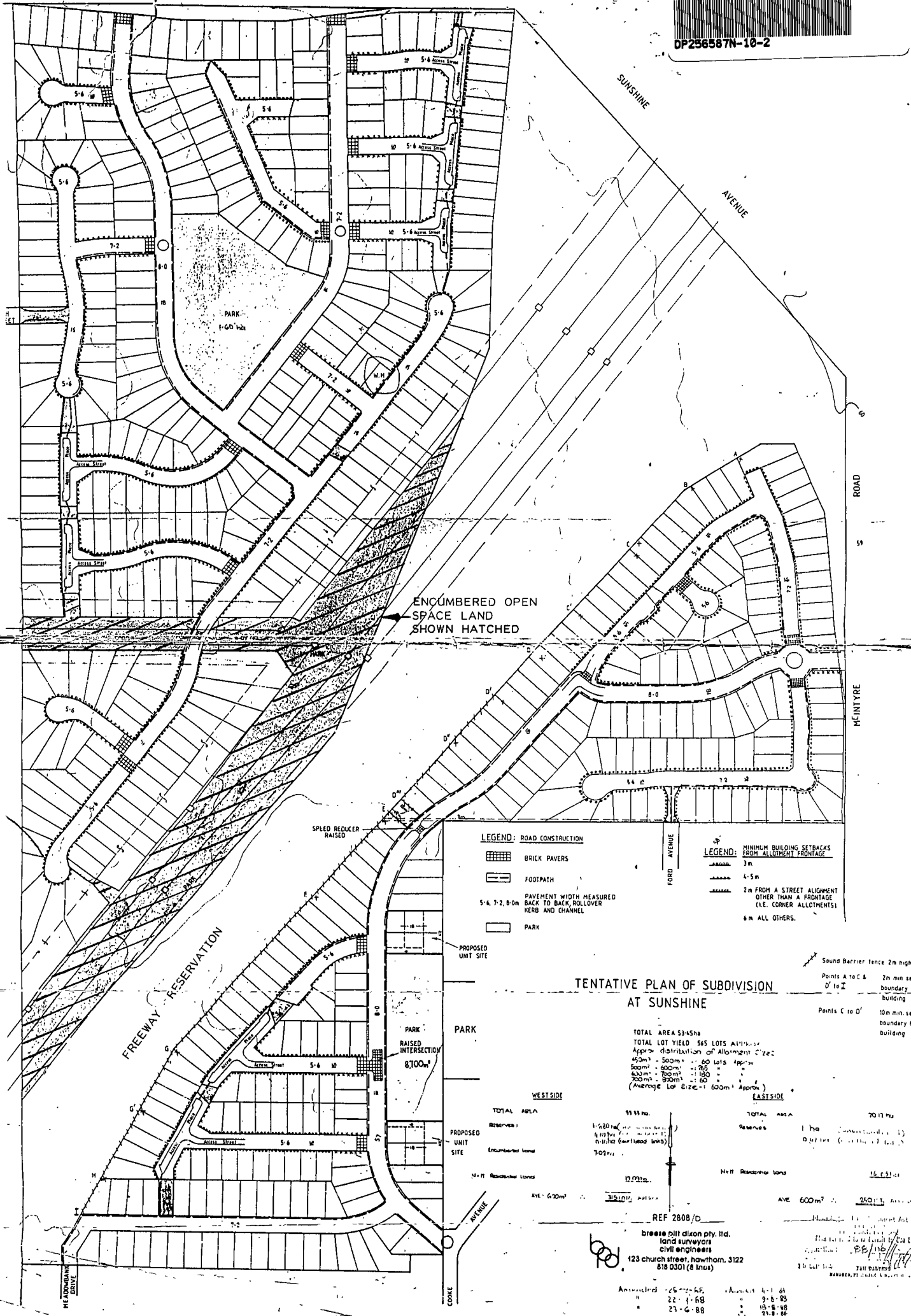


THE COMMON SEAL of URBAN LAND
 AUTHORITY was hereunto affixed
 in the presence of:-

..... Chairman MEMBER
[Signature] Property Manager
 J. W. MEEHAN
 ASSISTANT GENERAL MANAGER
 LAND DEVELOPMENT



MAIN ROAD EAST



ENCUMBERED OPEN SPACE LAND SHOWN HATCHED

LEGEND: ROAD CONSTRUCTION

- BRICK PAVERS
- FOOTPATH
- PAVEMENT WIDTH MEASURED BACK TO BACK ROLLER KERB AND CHANNEL
- PARK

LEGEND: MINIMUM BUILDING SETBACKS FROM ALLOTMENT FRONTAGE

- 3m
- 4-5m
- 2m FROM A STREET ALIGNMENT OTHER THAN A FRONTAGE (I.E. CORNER ALLOTMENTS)
- 6m ALL OTHERS.

TENTATIVE PLAN OF SUBDIVISION AT SUNSHINE

TOTAL AREA 53.45ha
 TOTAL LOT YIELD 565 LOTS APPROX
 Approx distribution of Allotment Sizes:
 450m² - 500m² - 60 lots approx
 600m² - 800m² - 85 lots approx
 800m² - 1000m² - 180 lots approx
 1000m² - 1500m² - 60 lots approx
 (Average lot size - 600m² approx)

WEST SIDE

TOTAL AREA	95.95 ha
Reserves	1.680 ha
Encumbered land	7.09 ha
1/4" R.R. Reserve Land	0.07 ha
AVE 600m ²	350 lots approx

EAST SIDE

TOTAL AREA	70.13 ha
Reserves	1.1 ha
1/4" R.R. Reserve Land	16.65 ha
AVE 600m ²	250 lots approx

REF 2808/D

breese pili alex phy. ltd.
 land surveyors
 civil engineers
 123 church street, hawthorn, 3122
 818 0301 (8 lines)

Approved	25-11-88	Approved	4-1-88
"	22-1-88	"	9-8-88
"	27-6-88	"	19-8-88
		"	21-8-88

Sound Barrier fence 2m high
 Points A to C & D to I 2m min setback from rear boundary for habitable building
 Points C to D' 10m min. setback from rear boundary for habitable building

Handwritten notes and signatures, including 'BRESE PILI' and 'ALEX PHO'.

DATED 1989.

THE MAYOR COUNCILLORS AND
CITIZENS OF THE CITY OF SUNSHINE

Council

and

URBAN LAND AUTHORITY

Owner

AGREEMENT

PRICE BRENT,
Solicitors,
160 Queen Street,
MELBOURNE. VIC. 3000

DX 427 MELBOURNE

Tel: 640 7400
Ref: GRT:AC 34843



DP256587N-11-1

A160120/GRT/ac

IMAGED

P256587^N

Fitted to P/S. 31118S 930 REGN NTAS



DP256587N-12-9

ABSTRACT OF REGISTERED AGREEMENT NO. P256587^N

DATE OF LODGMENT FOR REGISTRATION: 16th JUNE, 1989
PROPRIETOR: URBAN LAND AUTHORITY

APPLICANT: THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF SUNSHINE

DESCRIPTION OF LAND AFFECTED: MORE PARTICULARLY DESCRIBED IN CERTIFICATE OF TITLE VOLUME 9767 FOLIO 051
NOW = (WH) CT 9982 - 984 - 985

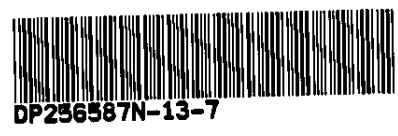
AMOUNT SECURED)
COVENANTS) AS IN COPY OF DUPLICATE
ENCUMBRANCES SET OUT) INSTRUMENT ATTACHED HERETO

THIS ABSTRACT HAS BEEN PREPARED PURSUANT TO SECTION 31 (2) OF THE TRANSFER OF LAND ACT, 1958 AND IS TO BE USED IN PLACE OF THE ORIGINAL MORTGAGE WHICH HAS BEEN LOST.

W. M. S.
ASSISTANT REGISTRAR OF TITLES.

AS AT 12 NOV 1990, SO FAR AS CAN BE ASCERTAINED, THE FOLLOWING ENDORSEMENTS WERE UPON THE ORIGINAL MORTGAGE.

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



W. M. S.
ASSISTANT REGISTRAR OF TITLES.

FOR MEMORANDA ENTERED AFTER THE DATE OF THIS ABSTRACT SEE BACK HEREOF.

P256587N

THE MAYOR COUNCILLORS AND CITIZENS
OF THE CITY OF SUNSHINE

Council

- and -

URBAN LAND AUTHORITY

Owner

AGREEMENT



DP256587N-14-5

P R I C E  B R E N T

S O L I C I T O R S
160 Queen Street, Melbourne Vic. 3000

640-7400



THIS AGREEMENT is made the 17th day of April 1989
B E T W E E N: THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF
SUNSHINE of Municipal Offices, Alexandra Avenue, Sunshine in the
State of Victoria (hereinafter called the "Council") of the first
part and URBAN LAND AUTHORITY of 406 Lonsdale Street, Melbourne
in the said State (hereinafter, except where the context does not
so admit, called the "Owner") of the second part

W H E R E A S:

Stamp: STAMP DUTY - 9 JUN 1989
Controller of Stamp
VICTORIA

- A. The Owner is the registered proprietor and the Owner of the land being Lot 2 on Plan of Subdivision No. 88327 comprised in Certificate of Title Volume 9767 Folio 051 situated at McIntyre Road and Main Road East, Sunshine (hereinafter called the "Land").
- B. By an Application No. 88/110 the Owner applied to the Council for a town planning permit to subdivide the land in accordance with a plan submitted with that Application and to erect a detached house on each allotment within that subdivision.
- C. The Council (as Responsible Authority under the Sunshine Planning Scheme (hereinafter called the "Scheme")) has resolved to issue a permit (hereinafter called "the Permit") for the subdivision of the Land generally in accordance with that plan and the construction of roads and services to serve each allotment (hereinafter called the "Allotment") thereon and the erection of a detached house on each Allotment with a setback from the frontage equal to or greater than the distance shown on the plan endorsed in accordance with Condition (a) of the Permit being the plan prepared by Breese Pitt Dixon Pty. Ltd. Reference No. 2808D ("the



Plan") a copy of which is attached hereto.

D. Condition (j) of the Permit requires that the Owner enter into an Agreement with the Council pursuant to Section 173 of the Planning and Environment Act 1987.

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

1. Without limiting the operation or effect which this Agreement otherwise has, the parties hereto acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987.
2. This Agreement shall come into force immediately upon execution by both parties hereto and shall run with the Land.
3. The Owner of each Allotment which abuts the open space land shown shaded and hatched and designated "encumbered open space land" on the Plan shall -
 - (a) maintain the portion of that Allotment immediately so abutting in a clean, safe and tidy state and free of litter, junk and noxious weeds;
 - (b) allow any public authority entitled to use the encumbered open space land access through that Allotment to such encumbered open space land for the purposes of the authorities;
 - (c) notwithstanding the provisions of the Scheme, not use any part of the Land for any industrial purpose, the parking of any vehicles with a load capacity exceeding 2 tonnes (other than on the



carriageway of streets and roads shown on the Plan of Subdivision authorised by the Permit), the storage or repair of machinery, materials or equipment for use in industry or the building trade, or the storage, repair, servicing or exposure for gain or reward of motor vehicles.

4. The Owner of each Allotment shall, before occupying any house to be erected on such Allotment, and at the time of constructing such house, construct a parking space for two cars thereon to the satisfaction of the Council and thereafter keep and maintain that space to the satisfaction of the Council and not use or allow it to be used other than for the parking of vehicles.
5.
 - (a) On those Allotments lying between the Points A to C and D' to I on the Plan, no dwelling shall be erected within two metres of the boundary between the Allotment and the freeway reservation.
 - (b) On those Allotments lying between Points C and D' on the Plan, no dwelling shall be erected within 10 metres of the boundary between the Allotment and the freeway reservation.
6. Prior to approval in the Office of Titles of any Plan of Subdivision in accordance with the plan containing Allotments between the Points A to I on the plan, the Owner shall erect a two metre high sound barrier fence in accordance with the Design Information Sheet Drawing No. 268026 for construction of such a fence produced by the

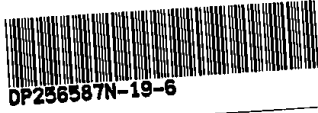


DP256587N-18-8

Road Construction Authority - Noise Attenuation Fence
Type 2 - (a copy of which is attached hereto) in the
following positions:

- (a) between points D' and I along the boundary
between such Allotments and the Freeway
Reservation; or
- (b) (i) between points
 - (X) D' and D'''; and
 - (Y) E and I; and
- (ii) for a distance of 15 metres along the
Allotment boundary running in a south
easterly direction from:
 - (X) the point D'''; and
 - (Y) point E.

- 7. For the purposes of Clauses 3 - 6 (inclusive), the Urban
Land Authority shall not be liable to the Council in
respect to a particular Allotment for any liability or
obligation that arises or any act or omission that occurs
only after another person has become registered or
entitled to be registered as the proprietor of that
Allotment under a Contract of Sale of that Allotment from
the Urban Land Authority.
- 8. In the event of the Owner failing to comply with the
provisions hereof, the Town Clerk of the Council may
cause to be served on the Owner a notice in writing
specifying the works, matters and things, (hereinafter
called the "Works") in respect of which the Owner is in
default and should such default continue for thirty days

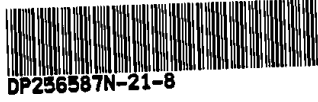


after the service of such notice, the Council may by its officers, employees, agents and contractors enter upon the Land and cause such Works to be carried out. Any notice or demand served on the Owner pursuant to this Clause may set out the costs (as estimated by the City Engineer and stated in such notice) of carrying out such Works to remedy the default as aforesaid and in the event of the Owner not complying with such notice within the said period of thirty days, the Town Clerk may cause to be served on the Owner a demand in writing for the amount of the cost estimated as aforesaid and the amount thereof shall be forthwith paid by the Owner to the Council. As soon as may be practicable after the completion of such Works, the Engineer shall certify the actual costs thereof to the Council and the difference between such actual costs and the estimated costs paid to the Council pursuant to this Clause shall be paid by the Owner to the Council or by the Council to the Owner as the case may require.

9. The parties shall do all things necessary (including signing any further agreement, acknowledgement or document) to enable the Council to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Planning and Environment Act 1987.
10. The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first disclosing to its



- successors the existence and nature of this Agreement.
11. The Owner shall forthwith on demand pay to the Council the Council's costs and expenses (as between the Solicitor and own client) of and incidental to this Agreement and of anything consequent thereon, relating thereto, pursuant thereto or in furtherance thereof (including, but without limiting the generality of the foregoing, anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owner herein). To the extent that any of such costs and expenses constitute legal professional costs, the Council may have them assessed by the Law Institute of Victoria Costs Service and, in that event, the parties shall be bound by the amount of such assessment with any fee for obtaining such assessment being borne equally by the Owner and the Council.
 12. The expression "the Owner" shall be deemed to include its successors assigns and transferees and the obligations imposed upon and assumed by the Owner shall also be binding on its successors transferees purchasers mortgagees and assigns as if each of them had separately executed this Agreement.
 13. Any notice hereunder may be served by delivering the same to the Owner at his address aforesaid or by putting the same into the post in a prepaid certified envelope addressed to the Owner at his address aforesaid and any notice posted shall be conclusively deemed to have been served at the expiration of 24 hours from the time of



posting.

- 14. Each of the parties hereto shall respectively sign and execute all such further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this Agreement.

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

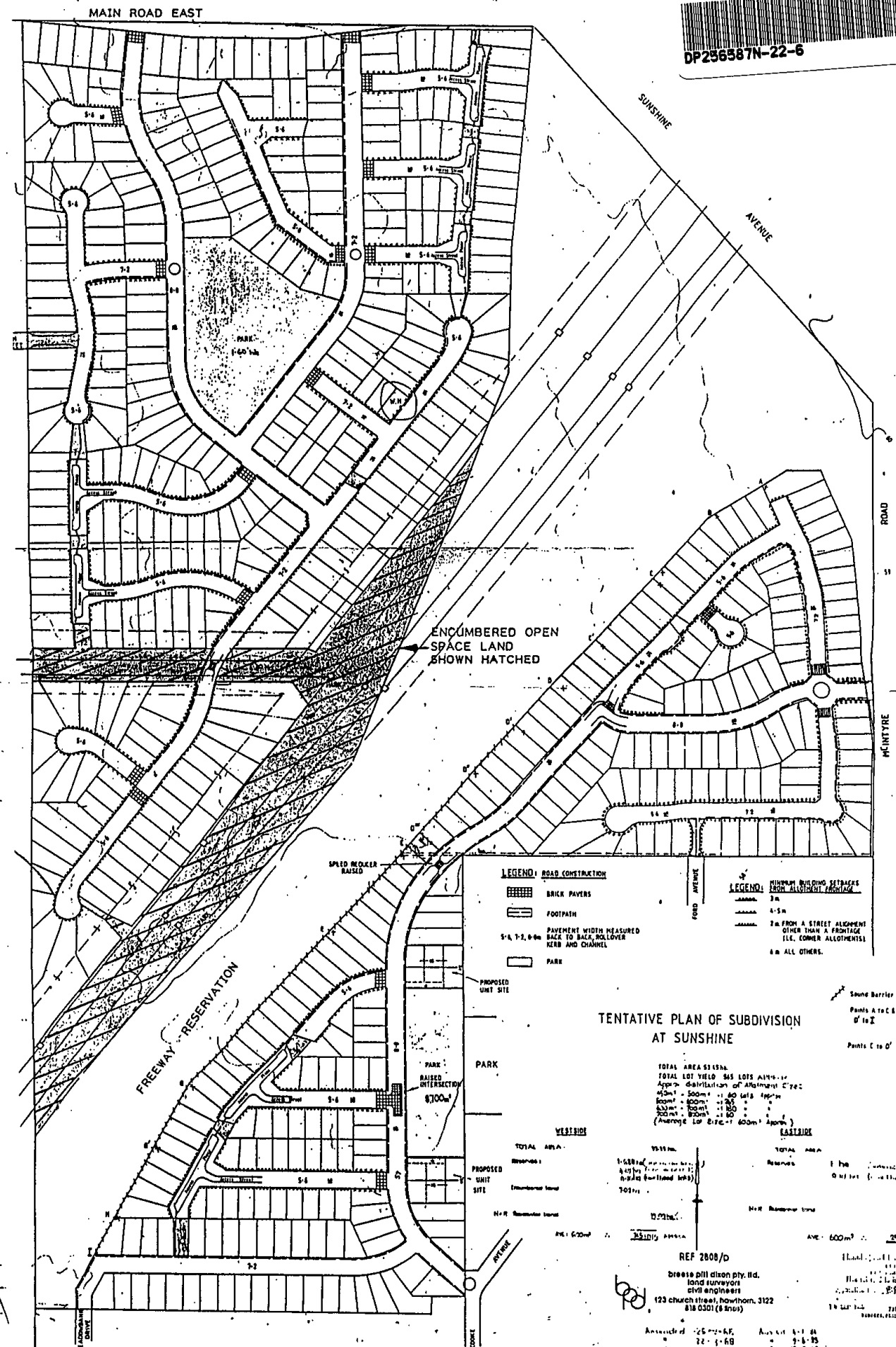
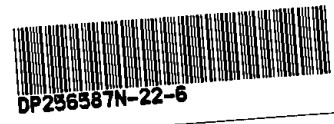
THE COMMON SEAL of THE MAYOR)
COUNCILLORS AND CITIZENS OF THE)
CITY OF SUNSHINE was hereunto)
 affixed in the presence of:-)

..... Mayor
 Councillor
 Town Clerk
 7th June 1959

THE COMMON SEAL of URBAN LAND)
AUTHORITY was hereunto affixed)
 in the presence of:-)

..... Chairman MEMBER
 Property Manager
 J. W. MEEHAN
 ASSISTANT GENERAL MANAGER
 LAND DEVELOPMENT





LEGEND: ROAD CONSTRUCTION

- BRICK PAVERS
- FOOTPATH
- PAVEMENT WIDTH MEASURED BACK TO BACK, ROLL-OVER KERB AND CHANNEL
- PARK

LEGEND: MINIMUM BUILDING SETBACKS FROM ALLOTMENT FRONTAGE

- 3m
- 4-5m
- 2m FROM A STREET ALIGNMENT OTHER THAN A FRONTAGE (I.E. CORNER ALLOTMENTS)
- 4m ALL OTHERS.

TENTATIVE PLAN OF SUBDIVISION AT SUNSHINE

TOTAL AREA 93 43ha
 TOTAL LOT THELD 545 LOTS APPROX
 Approx. distribution of Allotment Size:
 45m² - 500m² - 100
 500m² - 800m² - 125
 800m² - 1000m² - 100
 1000m² - 1500m² - 100
 1500m² - 2000m² - 100
 (Average Lot Size - 1700m² approx.)

VESSIDE

TOTAL AREA: 93 43ha
 Reserves: 1 628ha
 Encumbered land: 70 80ha
 Net Reservoir land: 12 23ha
 Net Available Area: 20 63ha

TABLESIDE

TOTAL AREA: 93 43ha
 Reserves: 1 628ha
 Net Reservoir land: 12 23ha
 Net Available Area: 20 63ha

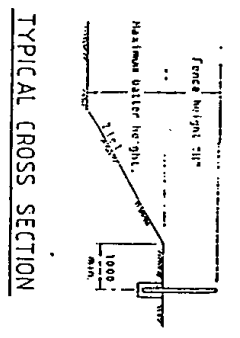
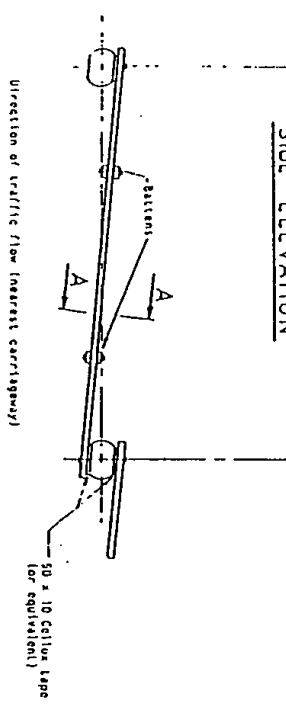
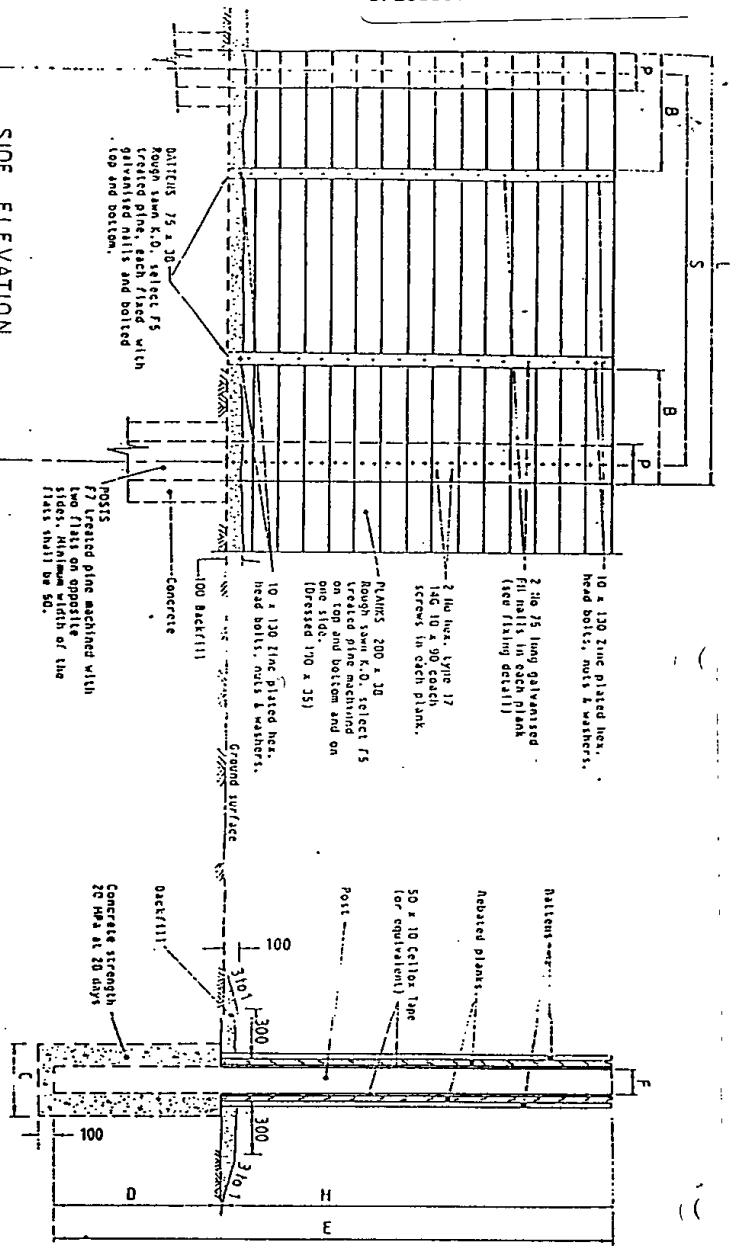
REF 2808/D

Grease pit & oil tank
 land surveyors
 123 church street, bowtown, 3122
 818 0301 (8 lines)

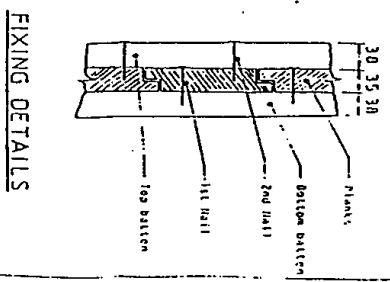
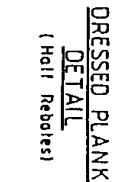
Approved: 25-7-88, 22-5-88, 21-6-88
 Approved: 1-1-88, 9-5-88, 18-8-88, 21-8-88

Sound Barrier fence 2m high
 Points A to C & D to E 2m setback from rear boundary for habitable building
 Points C to D' 10m setback from rear boundary for habitable building

Land Use Zoning Act 1957
 Planning Scheme No. 1
 14 SEP 1988
 2001/1



SECTION AA



DIMENSIONS AND QUANTITIES

Item	2000	2500	3000	3500
H Fence height	2000	2500	3000	3500
Maximum ballnet height	9000	9000	5000	5000
S Post spacing	2000	2000	2400	2000
L Plank length	3250	3220	2650	2250
B Ballnet location	850	850	700	600
P Post diameter	17.5-200	200-250	200-250	200-250
F Post W/ Flats at ground surface (min.)	175	200	200	200
C Post length	2000	2000	2000	4100
C* Hole diameter	450	600	600	600
D* Embedded depth	1000	1100	1100	1100
Planks	12	15	17	18
Slits	4	4	4	4
N/W bolts, nuts, washers	4	4	4	4
Galvanized nails	48	60	68	72
Coachscrews	48	60	68	72
Posts	1	1	1	1
Cellulose tape or equivalent	4m	5m	5.5m	5m

For each site the diameter and depth of concrete footing shall be confirmed by geotechnical investigation.
 ** One additional post is required at the termination of the fence.

- CLEARANCE NOTICES REFERENCES**
1. Design wind pressure is based on Terrain Category 3. (Includes well wooded areas and suburbs, towns and industrial areas fully or partially developed) refer AS 1170.
 2. The fence is preservative treated to AS 1601-1980.
 3. Fences shall be free of warping, knots and splits.



DESIGN INFORMATION SHEET

NOISE ATTENUATION FENCE

TYPE 2

DATE: 12 Dec 06

1268026

DATED 1989.

THE MAYOR COUNCILLORS AND
CITIZENS OF THE CITY OF SUNSHINE

Council

and

URBAN LAND AUTHORITY

Owner

AGREEMENT

PRICE BRENT,
Solicitors,
160 Queen Street,
MELBOURNE. VIC. 3000

DX 427 MELBOURNE

Tel: 640 7400
Ref: GRT:AC 34843



A160120/GRT/ac



Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	R093477K
Number of Pages (excluding this cover sheet)	3
Document Assembled	27/10/2022 17:55

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S10-772-00

SSA 215/221

Titles Office Use Only

REGD

151190 1140 45 45 R093477K

F

Lodged at the Titles Office by Lot 221

Pearsons

LP 217276N

Code 1379D

STAMP DUTY DOCS
 CONTRACT
 STAT DEC.

MADE AVAILABLE TO ISSUUE TO *Lot 2 party.* **R093477K**
TRANSFER OF LAND

VICTORIA

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land

Volume 969 Folio 727



Consideration

\$45,000.00

STAMP DUTY VICTORIA (Note 6)
 U#03093 541 I#074132 G0097486 18/12/20
 R#275110 D#44 1108.00

Transferor

(Note 7)

URBAN LAND AUTHORITY

Transferee

(Note 8)

ALKIN PTY. LTD. of 11 Cromwell Street, Lalor

Estate and Interest

(Note 9)

all its estate and interest in fee simple

Directing Party

(Note 10)

Creation (or Reservation) of Easement and/or Covenant

(Notes 11-12)

The Transferee HEREBY for himself his heirs executors administrators and transferees the registered proprietor or proprietors for the time being of the lot hereby transferred COVENANTS with URBAN LAND AUTHORITY pursuant to the provisions of Section 14 of the Urban Land

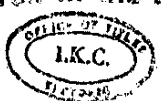
Comptroller of Stamps Use Only

44
 add \$108
 ✓
 115000
 ✓
 \$7200 SMP DTY R093477K

12

STAMP DUTY OFFICE OF VICTORIA
SATISFILED
 DTN: 093477/k Dte: 27/10/20 No: 5736

Consideration: 45000.00
 Tendered Dty.: 772.00
 Calculated Dty.: 880.00



Approval No. T2/1

transferee of the within instrument has been entered in the Register Book

Authority Act 1979 that:

- (a) he will within a period of two years following the date hereof erect or cause to be erected on the said land at least one dwelling for disposal by sale;
and
- (b) he will not use the said dwelling for display purposes

and it is intended that this covenant shall appear as an encumbrance affecting the same and every part thereof on the Certificate of Title to be issued in respect of the Lot hereby transferred and FURTHER that this covenant shall forever run at Law.

Date 15th November, 1990

(Note 13)

Execution and Attestation

(Note 14)

THE COMMON SEAL of URBAN LAND)
AUTHORITY was hereunto affixed)
in the presence of:)

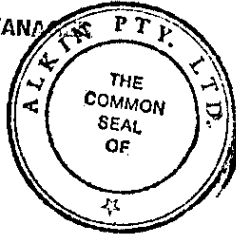


[Signature]Chairman

[Signature]Property Manager

SALES ADMINISTRATION MANA

THE COMMON SEAL of ALKIN PTY.)
LTD. was hereunto affixed in)
accordance with its Articles)
of Association in the presence)
of:)



.. *[Signature]* Director

.. *[Signature]* Secretary

From www.planning.vic.gov.au at 24 October 2022 04:44 PM

PROPERTY DETAILS

Address: **24 PARINGA DRIVE ST ALBANS 3021**
 Lot and Plan Number: **Lot 1 PS307442**
 Standard Parcel Identifier (SPI): **1\PS307442**
 Local Government Area (Council): **BRIMBANK**
 Council Property Number: **710723**
 Planning Scheme: **Brimbank**
 Directory Reference: **Melway 26 G2**

www.brimbank.vic.gov.au

[Planning Scheme - Brimbank](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **ST ALBANS**

OTHER

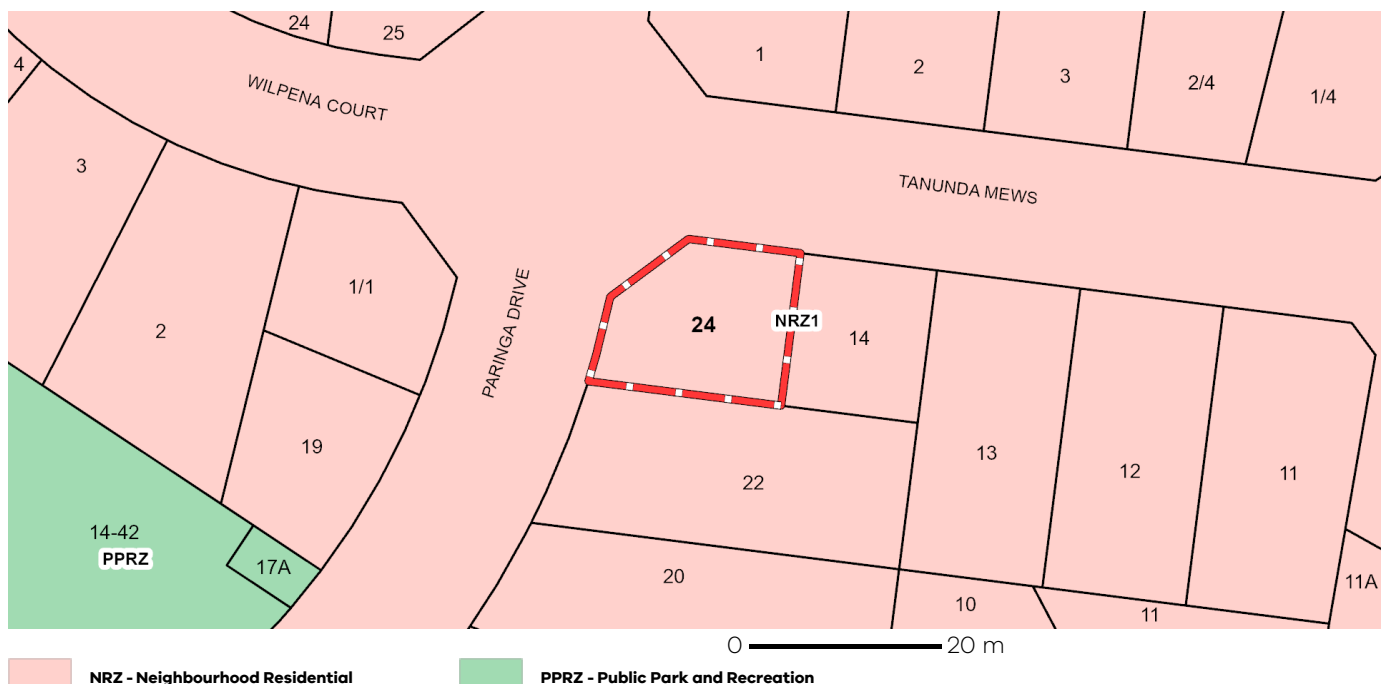
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)

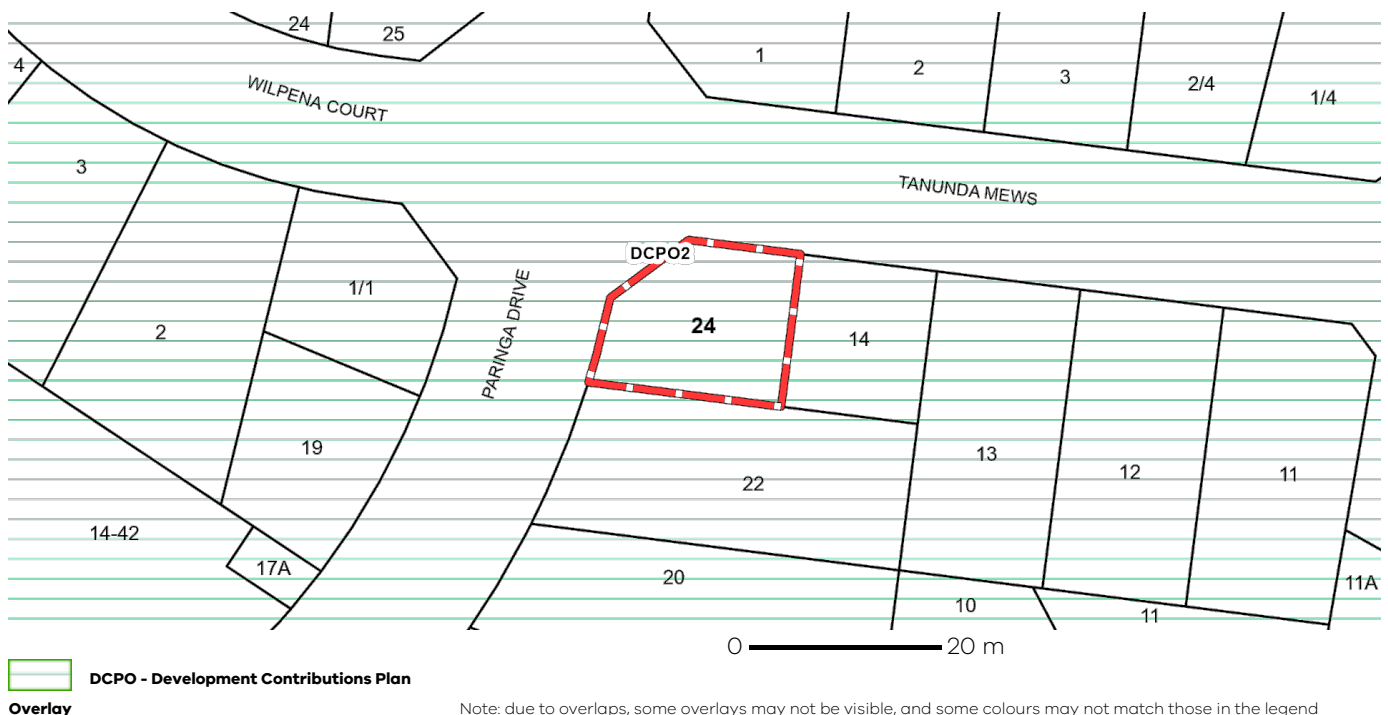


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)



Further Planning Information

Planning scheme data last updated on 19 October 2022.

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

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

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

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(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 \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

From www.planning.vic.gov.au at 24 October 2022 04:44 PM

PROPERTY DETAILS

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Lot and Plan Number: **Lot 1 PS307442**
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Council Property Number: **710723**
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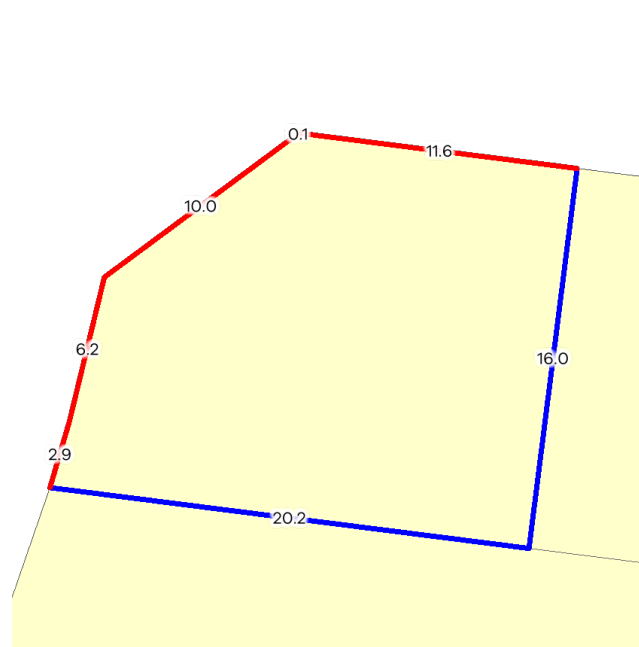
www.brimbank.vic.gov.au

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No special bushfire construction requirements apply. Planning provisions may apply.

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SITE DIMENSIONS

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



Area: 284 sq. m

Perimeter: 67 m

For this property:

— Site boundaries

— Road frontages

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

1 overlapping dimension label is not being displayed

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **ST ALBANS**

PLANNING INFORMATION

Planning Zone [NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)
[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)
Planning Overlay [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)

PROPERTY REPORT

Planning scheme data last updated on 19 October 2022.

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

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

Area Map





LAND INFORMATION CERTIFICATE

Section 229 Local Government Act, 1989.

T 9249 4000
W brimbank.vic.gov.au
E info@brimbank.vic.gov.au
PO BOX 70
Sunshine, Victoria 3020

Rates and Charges for period 1 July 2022 to 30 June 2023.

Your Reference: 66749256-013-1
Assessment Number: 710723

Certificate Number: 104635
Issue date: 28/10/2022

APPLICANT:

LANDATA
GPO Box 527
MELBOURNE VIC 3001

PROPERTY LOCATION: 24 PARINGA DRIVE ST ALBANS 3021

Title: LOT: 1 PLN: 307442
Volume No:
Folio No.
Ward: Horseshoe Bend

Capital Improved Value: \$435,000
Net Annual Value: \$21,750
Site Value: \$355,000
Effective Date: 1/07/2022
Base Date: 01/01/2022

RATES CHARGES AND OTHER MONIES:

Residential Flats/Units Rate Date Levied 01/07/2022	\$785.31
Municipal Charge Date Levied 01/07/2022	\$78.99
140ltr Environmental Charge Date Levied 01/07/2022	\$324.10
240ltr Green Waste Charge Date Levied 01/07/2022	\$102.15
Public Amenities Cleansing Levy Date Levied 01/07/2022	\$83.63
Fire Service Levy Residential Charge Date Levied 01/07/2022	\$117.00
Fire Service Levy Residential Rate Date Levied 01/07/2022	\$23.06
Rate Arrears to 30/06/2022:	\$0.00
Interest to 07/10/2022:	\$0.73
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	-\$380.24
Less Other Adjustments:	\$0.00
Total Rates & Charges Due:	\$1,134.73
Additional Monies Owed:	
Debtor Balance Owing	
Special Charge:	
nil	nil
TOTAL DUE:	\$1,134.73

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land which are due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

For further information contact: Revenue/Rating Department Ph: (03) 9249 4000.

Assessment Number: 710723
Certificate Number: 104635



Biller Code: 93948
Reference No: 00000710723
Amount: \$1,134.73

Contact your bank or financial institution to make this payment directly from your cheque, savings or credit account.
More info: bpay.com.au

ADDITIONAL INFORMATION:

IMPORTANT INFORMATION:

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

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

After the issue of this Certificate, Council may be prepared to provide up to date verbal information to the Applicant about matters disclosed in this Certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Verbal confirmation of any variation to the amount will only be given for a period of 120 days after the issue date. For settlement purposes after 120 days, a new Certificate must be applied for.

A handwritten signature in black ink, appearing to be 'Brendan M'.

AUTHORISED OFFICER



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1225 0394 5109

DATE OF ISSUE - 27/10/2022

APPLICATION NO.

1080970

LANDATA COUNTER SERVICES

YOUR REF.
66749256-023-0

SOURCE NO. 99904685210

PROPERTY: 1/24 PARINGA DRIVE ST ALBANS VIC 3021

Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of four hundred and sixteen dollars and one cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2022 - 30/06/2023	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	109.68	Quarterly	30/09/2022	27.42	0.00
PARKS SERVICE CHARGES	81.60	Annually	30/06/2023	81.60	0.00
WATER NETWORK CHARGE RESIDENTIAL	206.28	Quarterly	30/09/2022	51.57	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	238.72	Quarterly	30/09/2022	59.68	0.00
TOTAL	636.28			220.27	0.00

Service charges owing to 30/06/2022 0.00

Service charges owing for this financial year 0.00

Adjustments 0.00

Current amount outstanding 0.00

Plus remainder service charges to be billed 416.01

BALANCE including unbilled service charges 416.01

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1225 0394 5109



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1225 0394 5109

DATE OF ISSUE - 27/10/2022

APPLICATION NO.

1080970

This statement does not include any volumetric charges from 1/10/2021. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1225 0394 5109

DATE OF ISSUE - 27/10/2022

APPLICATION NO.

1080970

Information given pursuant to section 158 of the Water Act 1989

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.

UNITS 1 & 2, 24 PARINGA DR are sewered by a combined drain.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "R. Charrett", with a horizontal line underneath.

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

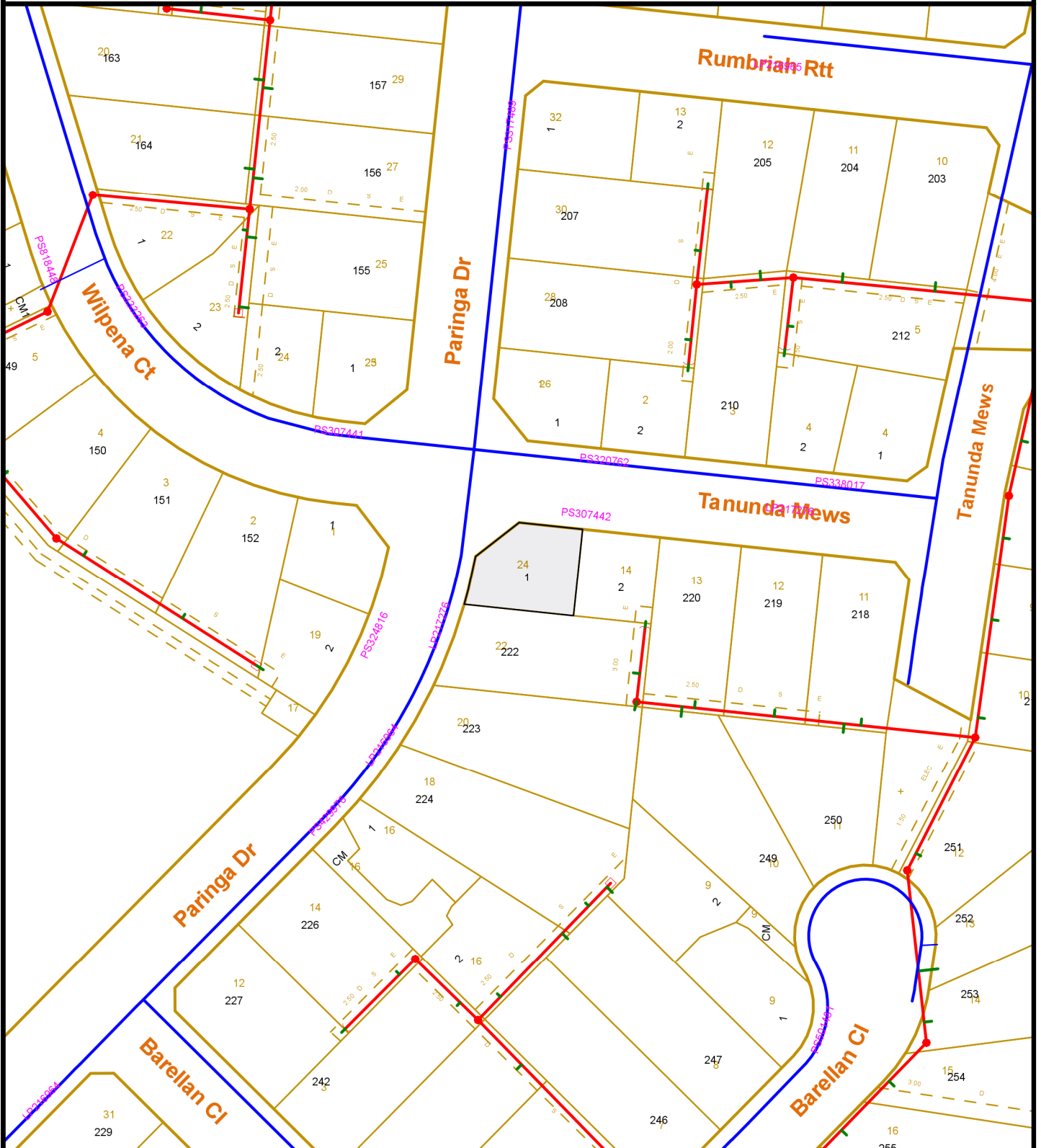


**Greater
Western Water**

Encumbrance Plan

1/24 PARINGA DRIVE ST ALBANS EAST 3021

Application No. 1080970



LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main	
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main	
	Sewer Main		MW Abandoned Channel		MW Water Main	
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main	
	Water Main		MW Underground Drain		MW Manhole	
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole	

Date: 8/11/2022

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Taxation Administration Act 1997



VINCENT VERDUCI

Your Reference: LD:66749256-010-0.TB37225

Certificate No: 58038180

Issue Date: 27 OCT 2022

Enquiries: ESYSPROD

Land Address: 24 PARINGA DRIVE ST ALBANS VIC 3021

Land Id	Lot	Plan	Volume	Folio	Tax Payable
23093113	1	307442	10017	458	\$0.00

Vendor: GRACIELA RAFFIN & JOSE RAFFIN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JOSE LUIS RAFFIN	2022	\$320,000	\$415.00	\$0.00	\$0.00

Comments: Land Tax of \$415.00 has been assessed for 2022, an amount of \$415.00 has been paid.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$415,000

SITE VALUE: \$320,000

AMOUNT PAYABLE: \$0.00

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 58038180

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$415.00

Taxable Value = \$320,000

Calculated as \$375 plus (\$320,000 - \$300,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 58038180

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: 58038180

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008

This Agreement is made on the **27 November 2020**

BETWEEN (LANDLORD)

Whose Agent is

Mr Jose Raffin

Bells Real Estate

14 Devonshire Road Sunshine Vic 3020

03 93009000

AND (TENANT) (1)

(TENANT) (2)

Rachel Dillon

Michael Gasz

1/10 Grace Street, St Albans

1. Premises

The LANDLORD lets the premises known as **1/24 Paringa Drive, St Albans VIC 3021**

2. Rent

The rent is **\$1430.00** per calendar month payable of the **30th day of each month commencing 30th November, 2020**

3. Bond

The TENANT must pay a Bond of **\$1430.00** to the Landlord/Agent on **30th November, 2020**

In accordance with the Residential Tenancies Act 1997, the Landlord must lodge the Bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days of receiving the Bond.

If the Tenant does not receive a Bond Receipt from the RTBA within 15 business days of paying the Bond, the Tenant should contact the RTBA on 1300 137 164

4. Period

The period of the Agreement is **12 months**

Commencing on the **30th November, 2020** and expiring on **29th November, 2021**

5. Condition of Premises

The LANDLORD must –

- (a) ensure that the premises are maintained in good repair, and
- (b) if the Landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. Damage to the Premises

- (a) the TENANT must ensure that care is taken to avoid damaging the premises and any common areas.
- (b) the TENANT who becomes aware of damage to the premises must notify the LANDLORD/AGENT of any damage to the premises as soon as practicable.

7. Cleanliness of the Premises

- (a) the LANDLORD must ensure that the premises are in a reasonably clean condition on the day it is agreed that the TENANT is to enter into occupation of the premises.
- (b) the TENANT must keep the premises in a reasonably clean condition during the period of this Agreement.

8. Use of Premises

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.

9. Quiet Enjoyment

the LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

Tenant(s) Initials MG RD

10. Assignment or Sub-letting

- (a) the TENANT must not assign or sub-let the whole or any part of the premises without written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) the LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.

11. Residential Tenancies Act 1997

Each party must comply with the Residential Tenancies Act 1997

(NOTE: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties).

Additional Terms

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in the section. Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the **Australian Consumer Law (Victoria)**

In these additional terms, "I", "me" or "my" are used to describe the Landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

***Please read this important advice about writing:** in these additional terms the word "writing" means all way of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing" : an sms message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices of other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of sms message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or documents.

12. Installing goods, making alterations, additions or renovations at my premises

- 12.1 You must ask me in *writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an sms message to ask me for permission for alterations, additions or renovations.
- 12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of cabling, fasteners, adhesives, poser points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, sign, painting, tiling, paving, screenings, landscaping. This is not a complete list, I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 online at the Parliament of Victoria website <http://www.parliament.vic.gov.au> by going to "Legislation and Bills" then "Current Acts – Victoria Law Today" and following the prompts.)

13. Other Use of My Premises

13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose – for example, to provide a home office for your business – you must ask me in *writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

13.2 You must ask me in *writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility Charges at My Premises

14.1 I am responsible for the costs and charges set out in section 53(1) and (if applicable) section 54 of the Residential Tenancies Act 1997.

14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997. (You can read section 52, 53(1) and 54 of the Residential Tenancies Act 1997 online at the parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts – Victorian Law Today" and following the prompts.)

14.3 If a service is damaged or disconnected because I am, or my managing agent or my contractor is, at fault, I will have the service reconnected or repaired at my cost

Tenant(s) Initials MG RD

14.4 If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, you are or a person you have on my premises is, at fault, you must have the service re-connected or repaired at your cost

14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. Insurances for My Premises

15.1 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.

15.2 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

16. Light Globes and Fluorescent Tubes at My Premises

16.1 You must replace all damaged, defective or broken light globes, spotlights, and/or fluorescent tubes (including starters) at my premises, unless I have, or my managing agent or my contractor has caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. You Must Tell me About Defects at My Premises

17.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. Damage to My Premises

18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premise causing damage. This obligation does not apply to me, my managing agent or my contractor.

18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.

18.3 When you become aware of a blockage or defect in the drainage, septic sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible – preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.

18.4 If you, or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the blockage or defect.

19. You Will Indemnify Me in Certain Circumstances if things go wrong at My Premises

19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.

19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

20. Smoke Detectors and Heaters at My Premises

20.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not or may not be in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.

20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24hrs.

20.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

21. Inflammable liquids, Kerosene Heaters and Vehicle and Boat Servicing or Repairs at My Premises

21.1 Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.

21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.

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- 21.3 You must not service or repair a vehicle or boat, of any description at my premise, except routine, minor maintenance.
- 21.4 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.
- 21.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motorcycle, motor trike or trailer. . This is not a complete list. I have provided it to you as a guide only.

22. Storage and Removal of Waste and Rubbish at My Premises

- 22.1 You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4 An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

23. Hanging Washing at My Premises

- 23.1 If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2 If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners' corporation rules.

24. Looking After the Garden at My Premises

- 24.1 If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2 There are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions; remove weeds, rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list. I have provided it to you as a guide only.
- 24.3 If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4 If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

25. Pets at My Premises

- 25.1 Before you may have a pet of any description at my premises you must ask for permission in *writing and receive it from me, or my managing agent.
- 25.2 I do not have to give you my permission, nor does my managing agent have to give you permission. If permission is given, it may be on reasonable conditions.
- 25.3 If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

26. Assignments, Subletting or Abandoning My Premises

- 26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferable within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonable withhold permission to your request to assign or a sub-let. You cannot use an SMS message to ask me for permission.
- 26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in re-letting, including-
- 26.2 (a) a pro-rata letting fee; advertising or marketing expenses
- 26.2 (b) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 26.3 Your obligation to pay me the expenses referred to in clauses 26.2(a) to 26.2(b) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.

27. If You Intend To Leave My Premises When Your Tenancy Ends

- 27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.
- 27.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.
- 27.3 You must return all the keys and remote controls to me, or to my managing agent, when you leave my premises.
- 27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me, or to my managing agent, when you leave my premises.

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28. Remaining at My Premises After Your Tenancy Ends

28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or my agent.

28.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS.

29. If I Require My Premises When Your Tenancy Ends

29.1 If I require my premises when your tenancy ends, I, or my managing agent, will tell you.

29.2 I, or my managing agents, will tell you by giving you *written notice in a form that is not an SMS message.

30. Changing The Locks and Alarm Code at My Premises

30.1 You may change the locks at my premises.

30.2 If you change the locks, you must give me, or my managing agents, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.

30.3 You may change the code of an alarm at my premises.

30.4 If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

31. "To Let", 'Auction' and 'For Sale' Signs at My Premises

31.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final, month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.

31.2 You will allow me, or my estate or managing agents, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.

32 Owners Corporation Rules at My Premises

32.1 If there is an owners' corporation for my premises, you must comply with the rules of the owners' corporation and any rules amending or superseding them. You can request a copy of the amending or superseding rules.

32.2 You do not have to contribute to owners' corporation capital costs or to other expenses payable by me.

33. You Cannot Use Your Bond to Pay Your Rent for My Premises

33.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.

33.2 You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

34. Increasing The Rent for My Premises

34.1 If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.

34.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days' notice of the increase. The notice I give you will be in the form prescribed for the purpose.

34.3 If this is a periodic residential tenancy agreement –

(a) if I propose to increase your rent; I will give you at least 60 notice; and

(b) the notice I give you will be in the form prescribed for the purpose.

34.4 I acknowledge I must not increase your rent at intervals of less than 12 months

35. Receipt of Condition Report/Statement of Rights and Duties for My Premises

35.1 You acknowledge before you took occupation of my premises, you received from me or my managing agent –

(a) copy of a condition report signed by me or by my managing agent; and

(b) a written guide authorized and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.

36. Tenant Reimbursement: Late or Non-Payment

36.1 If the tenant fails to make a payment under the terms of this agreement on the due date for payment and the landlord and/or the agent incurs fees and/or charges as a consequence of that failure, the tenant will reimburse the landlord and/or the agent the full amount of those fees and/or charges, on demand.

36.2 For the purpose of clause 36.1 'fees and/or charges' includes additional interest (if any) paid or payable by the landlord and/or the agent to an authorized deposit-taking institution, financier, service provider, or contractor. "Authorized deposit-taking institution" has the same meaning as in the Banking Act 1959 (C'wealth)

37. Smoking in Premises - Smoking is not permitted inside the premises.

38. Urgent Repairs

Bells Real Estate can authorize urgent repairs for a maximum amount of \$1000.00

The Agency's telephone number for urgent repairs is 03 9300 9000

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38. Tenant Cannot Grant a Licence or Part With Occupation Without Consent

The tenant must not grant a licence over, or part with occupation of, the premises or a part of the premises - or be a party to an understanding or arrangement in relation to the granting of a licence over, or the parting with occupation of, the premises or a part of the premises - for the purpose of, or in relation to, providing residential accommodation for a fee or other benefit without, in each instance, first obtaining the landlord's written consent which, if given, may be subject to reasonable terms and conditions.

39. Carpet Steam Cleaning at End of Tenancy

The tenant agrees to have the carpets professionally steam cleaned throughout the property upon vacating the premises and a copy of receipt to be provided to the Agent when keys are returned.

40. Changes in Occupation of My Premises

40.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 10.

40.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 10, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's re-letting expenses including-

40.2.1 a pro-rata letting fee

40.2.2 advertising or marketing expenses incurred

40.2.3 rental data base checks on applicants

40.2.4 rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

40.3 The tenant's obligations to pay the landlord's re-letting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

40.4 The tenant will be charged a fee of \$55.00 when a tenant to tenant transfer is requested. This is to cover the cost of application checks, bond transfers, and all other administration processes

Consent to Electronic Service

41.1 Express Consent

The TENANT, **Michael Gasz; Rachel Dillon**

(CHECK ONE BOX ONLY)

(*) Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address:

Email address - michaelgasz@gmail.com/dilrac8s2@gmail.com

Mobile – 0400166422/0458787607

OR () Does Not Consent to the electronic service of notices and other documents.

The LANDLORD/AGENT **Bells Real Estate**

(*) Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:

Email address – rentals@bellsrealestate.com.au

OR () Does Not Consent to the electronic service of notices and other documents

41.2 Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under sub clause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

41.3 Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under sub clause (1) changes.

41.4. Withdrawal of Consent

(a) The TENANT or the LANDLORD may withdraw their consent under sub clause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following the giving of notice under paragraph (a), no further notices or documents are to be served by electronic communication.

Signature of Landlord/Agent

Date: _____

Signature of Tenant(s)

Date: 30/11/20

R Dillon

Date: 30/11/2020