REIV
THE DIFFERENCE

LAW INSTITUTE VICTORIA

Contract of sale of land

Property: **2/13 Banksia Grove, Tullamarine 3043**

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AIC AUSTRALIAN INSTITUTE OF CONVEYANCERS VIC DIVISION INC

Endorsed by the Australian Institute of Conveyancers (Victorian Division)

JUSTITIA ET LIBERTAS

Contract of sale of land

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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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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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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

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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 CONTRACT. 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 ...../ /2023

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 ...../ /2023

Print name(s) of person(s) signing: JEANETTE ROSEMARIE TIPPING-ALLEN

.....

State nature of authority, if applicable: ....

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

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General conditions

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Particulars of sale

Vendor's estate agent
Name: Jason Real Estate Pty Ltd
Address: 201B Melrose Drive, Tullamarine, VIC 3043

Email: jason@jasonrealestate.com.au

Tel: 9338 6411 Mob: 0419 332 536 Fax: 9338 6548 Ref:

Vendor
Name: **JEANETTE ROSEMARIE TIPPING-ALLEN**

Vendor's legal practitioner or conveyancer
Name: Prestige Conveyancing Services
Address: PO Box 2111 GLADSTONE PARK VIC 3043
Email: natalie@prestigeconveyancing.com.au

Tel: : 03 8307 5399 Ref: NA:230718

Purchaser's estate agent

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

Purchaser
Name:.....

Address:.....

ABN/ACN:.....

Email:.....

Purchaser's legal practitioner or conveyancer

Name:.....

Address:.....

Email:.....

Tel: ..... Fax: ..... DX:..... Ref: .....

Land (general conditions 7 and 13)
The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12001	Folio	095	2	PS742193W

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

The land includes all improvements and fixtures.

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Property address

The address of the land is **2/13 Banksia Grove, Tullamarine 3043**

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

All fittings and fixtures of a permanent nature as inspected.

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

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

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Special conditions

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

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

1. Amendments to General Conditions

(a) General Conditions 31.4, 31.5, 31.6 do not apply to this contract.

2. Warranties and Exclusions

The Purchaser acknowledges that:

(a) Any information, representation, comment, opinion, or warranty by the Vendor, the Vendor's Agent or the Vendor's Solicitors was not supplied or made with the intention or knowledge that it would be relied on by the Purchaser and that the Purchaser shall not be entitled to rely on any information, representation, comment, opinion or warranty except those included in this Contract; and

(b) This Contract constitutes the entire agreement between the parties with respect to the sale and purchase of the Property and there are no conditions, warranties or other terms affecting the sale or purchase except those included in this Contract.

3. Guarantee of Company

If the Purchaser is a company not listed on the first board of any stock exchange in Australia (or is not a subsidiary of a company which is so listed) the Purchaser shall provide on the Day of Sale a joint and several Guarantee and Indemnity in the annexed form duly executed by all of its directors.

If the Purchaser is a subsidiary of a company which is so listed the Purchaser shall provide on the Day of Sale a Guarantee and Indemnity in the annexed form duly executed by the listed company.

4. Settlement

The failure to settle pursuant to General Condition 17.2 shall be a default under this contract pursuant to General Condition 34.

5. Reasonably Foreseeable Loss

The Vendor gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event the Purchaser fails to complete the purchase of the Property by the due date under this Contract, the Vendor will or may suffer the following loss and expenses which the Purchaser must pay on demand, in addition to the interest chargeable on the balance of the purchase moneys, in accordance with the terms of the Contract:

(a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on any such bridging finance;

(b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date for settlement;

(c) Accommodation expenses necessarily incurred by the Vendor;

(d) Legal costs and expenses as between solicitor and own client;

(e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of any property;

(f) Any costs, fees or expenses payable by the Vendor to the Vendor’s mortgagee and any other third parties as a result of the postponement including but not limited to re-booking fees and settlement fees.

6. Identity

(a) The Purchaser admits the identity of the Property with that described in the Particulars of Sale and agrees that no objection shall be taken or requisitions made and no compensation shall be claimed or allowed nor shall the Purchaser be entitled to call upon the Vendor to amend title or to bear or to contribute to the expense of any amendment of title by reason of any discrepancies between the actual area, boundaries, measurements or position of the Property as occupied and the same as shown or described in the Particulars of Sale.

(b) Any fence or wall purporting to be on a boundary of the Land is deemed to be on the title boundary of the Land and if a fence or wall or any part of either of them is found to be within or outside the title boundary the Purchaser will not have any claim on that ground against the Vendor.

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7. Improvements

(a) The Purchaser acknowledges that it has purchased the Property as a result of its own inspections and enquiries in relation to all buildings, structures and improvements and accepts their condition as at the day of sale and acknowledges that the Vendor does not warrant that any building, structure, fixture or other improvement is free from defect or fit for any particular use.

(b) The Vendor makes no representations that any improvements on the land or any alteration, addition or demolition works to the property comply with the Victoria Building Regulations, the requirement of the Local Municipal Council or other statutory authority or any other statutory requirement. The Purchaser may not make any requirements or claim any compensation for any alleged noncompliance or call upon the Vendor to bear all or any part of the costs of compliance.

8. Non-Merger of Obligations on Completion

To the extent that this Contract includes obligations which continue or arise after the Settlement Date, this Contract shall remain in full force and effect notwithstanding settlement and the provisions of this Contract shall not merge with any conveyance, transfer or assignment or registration of any of the foregoing.

9. Interpretation

(a) Words importing the singular include the plural and vice versa;

(b) Words importing any gender include the other genders;

(c) References to a person includes a corporation;

(d) References to a person include the legal personal representatives, successors and assigns of that person;

(e) Headings shall be ignored in construing this Contract;

(f) An obligation of two or more parties shall bind them jointly and each of them severally;

(g) References to a person or body which has ceased to exist or has been reconstituted, amalgamated, reconstructed or merged, or the functions of which have become exercisable by any other person or body in its place, shall be taken to refer to the person or body established or constituted in its place or by which its functions have become exercisable;

(h) Any party may, at its election, by written notice waive any and all of the conditions to which its obligations under this Contract are subject or conditions which are expressed for the benefit of that party and any waiver may be made subject to any conditions the party making the waiver stipulates in the notice and shall operate from the date of the notice unless otherwise specified;

(i) This Contract may not be amended, modified or supplemented except in writing executed by persons duly authorised by each of the parties or by a waiver in accordance with this Contract;

(j) A reference in these Special Conditions to an Act of Parliament includes a reference to that Act as amended, replaced or consolidated for the time being and all regulations made thereunder.

10. Rescheduling Settlement

10.1 If the Purchaser requests a rescheduling of the settlement time and venue after arrangements have already been agreed upon by the parties and the request is made within 3 business days of the settlement date, the Purchaser must pay to the Vendor the Vendor's reasonable legal fees of $220.00 inclusive of GST being the costs of and incidental to rescheduling settlement, which costs must be paid by the Purchaser at settlement.

10.2 If the Purchaser requests settlement to be rescheduled to an alternative date other than the settlement date stipulated in the Contract, the Purchaser must pay $220.00 inclusive of GST for each request made, payable at settlement as directed by the Vendor's representative.

11. Auction

The Property is offered for sale by public auction, subject to the Vendor's reserve price. The rules for the conduct of the auction of the auction shall be set out in Schedule 1 of the Sales of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

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GUARANTEE

1. The ‘guarantor’, ‘vendor’, ‘purchaser’ and ‘contract’ are set out in the schedule.

2. In consideration of the vendor at the request of the guarantor entering into the contract the guarantor:
   2.1. agrees to be jointly and severally liable with the purchaser to the vendor for the performance of all the obligations of the purchaser.
   2.2. guarantees to the vendor the payment of all money payable by the purchaser and the performance of the purchaser’s obligations.

3. If for any reason all or any part of the contract is unenforceable by the vendor against the purchaser the guarantor will indemnify the vendor against all loss including all money that would have been payable by or recoverable from the purchaser if the contract had been enforceable against the purchaser.

SCHEDULE

Guarantor:

Vendor: **Jeanette Rosemarie Tipping-Allen**

Purchaser:

Contract: a contract dated the day of 2023

between the vendor and the purchaser for **2/13 Banksia Grove, Tullamarine VIC 3043**

EXECUTED AS A DEED on the day of 2023

SIGNED SEALED AND DELIVERED by)
)
in the presence of:)

.....
Witness

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NOTICE TO PURCHASER

Property: 2/13 Banksia Grove, Tullamarine VIC 3043

Vendor: **Jeanette Rosemarie Tipping-Allen**

1. **The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.**

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Sale of Land Regulations 2014

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

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SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor
The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners
Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids
The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules
The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions
A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions
The law forbids any of the following—

- any person bidding for a vendor other than—
- the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;

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- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Sch. 5

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

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Code 135

Residential Rental Agreement©

JASON

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Residential Tenancies Act 1997
(Section 26(1))

(Regulation **10(1)**)

RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the renter listed on this form. Rental providers must use this form for a fixed term residential rental agreement of no more than 5 years or a periodic residential rental agreement in writing.

PART A—GENERAL

1. DATE OF AGREEMENT

This is the date the agreement is signed 07/07/2022

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

2. PREMISES LET BY RENTAL PROVIDER

Address of premises
Unit 2/13 Banksia Grove, Tullamarine VIC 3043

3. RENTAL PROVIDER'S DETAILS

Full name or company name of rental provider: **Jeanette Rosemarie Tipping-Allen**

Address: **C/- 201B Melrose Drive, Tullamarine VIC 3043**

Phone number: **(03) 9338 6411**

ACN:

Email address: **tiffany@jasonrealestate.com.au**

RENTAL PROVIDER'S AGENT DETAILS

Full name: **Jason Real Estate (Sales) Pty Ltd**

Address: **201B Melrose Drive TULLAMARINE VIC 3043**

Phone number: **(03) 9338 6411**

ACN: **66 139 745 323**

Email address: **contact@jasonrealestate.com.au**

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

4. RENTER DETAILS

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

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C.G Jd.M

Residential Rental Agreement©

JASON

Full name of renter:	**Callum Thomas Grant**
Current Address:	**121 Prospect Drive, Keilor East VIC 3033**
Phone number:	**0405 196 171**
Email address:	**callumtgrant@outlook.com**
Full name of renter:	**Kristen Raika**
Current Address:	**41 Gabrielle Crescent, Gladstone Park VIC 3043**
Phone number:	**0401 802 485**
Email address:	**kristen.raika@outlook.com**

5. LENGTH OF AGREEMENT

☒ Fixed term agreement

Start date: **07th** day of **July**, 2022
(this is the date the agreement starts and you may move in)

End date: **06th** day of **July**, 2023

☐ Periodic agreement (monthly)

Start date: _____ day of _____, 20 _____

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

6. RENT

The rent amount is ($) (payable in advance)	**1,625.00**
To be paid per: (tick one box only)	☐ week ☐ fortnight ☒ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	**7th Day of Every Calendar Month**
Date first rent payment due	**07 / 07 / 2022**

7. BOND

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

Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may

- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

Bond amount ($)	**1,625.00**
Date bond payment due	**07 / 07 / 2022**

PART B – STANDARD TERMS

KR C-G

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8. RENTAL PROVIDER'S PREFERRED METHODS OF PAYMENT

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

Payment Method : **Direct Debit**
Payment Details : **Due on the 7th of Every Calendar Month**

9. SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHODS

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000.**
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email? The rental provider must complete this section before giving the agreement to the renter.
(rental provider to tick as appropriate)
The RENTAL PROVIDER: **Jeanette Rosemarie Tipping-Allen**

☒ Yes, at this email address: **tiffany@jasonrealestate.com.au**

☐ No.

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?
(rental provider to tick as appropriate)

The RENTER: **Callum Thomas Grant**

☒ Yes, at this email address: **callumtgrant@outlook.com**

☐ No.

The RENTER: **Kristen Raika**

☒ Yes, at this email address: **Kristen.raika@outlook.com**

☐ No.

(The option to consent should be provided to each renter who is a party to the agreement)

K.R C.G

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10. URGENT REPAIRS

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

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

Details of person the renter should contact for an urgent repair

(rental provider to insert details)

Emergency contact name: **Tiffany Luu**

Emergency contact phone: **(03) 9338 6411 or 0447 880 921**

Emergency contact email: **contact@jasonrealestate.com.au**

11. PROFESSIONAL CLEANING

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

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

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

12. OWNERS CORPORATION

Do owners corporation rules apply to the premises? (rental provider to tick as appropriate)

☐ YES

☒ NO

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

13. CONDITION REPORT

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

☐ The condition report has been provided.

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

PART C - SAFETY-RELATED ACTIVITIES

14. ELECTRICAL SAFETY CHECKS

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(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. GAS SAFETY ACTIVITIES

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

(a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

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16. SMOKE ALARM SAFETY ACTIVITIES

(a) The rental provider must ensure that—
(i) any smoke alarm is correctly installed and in working condition; and

(ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and

(iii) the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—
(i) information about how each smoke alarm in the rented premises operates;

(ii) information about how to test each smoke alarm in the rented premises;

(iii) information about th erenter' sobligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.
Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17. SWIMMING POOL BARRIER SAFETY ACITIVITES

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

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

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

(c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18. RELOCATABLE SWIMMING POOL SAFETY ACTIVITIES

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

(a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.
Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19. BUSHFIRE PRONE AREA ACTIVITIES

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.
If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
The water tank must be full and clean at the commencement of the agreement.

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PART D - RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the Act. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.
For more information, visit consumer.vic.gov.au/renting.

20. USE OF THE PREMISES

The renter—

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

21. CONDITION OF THE PREMISES

The rental provider—

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

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

22. MODIFICATIONS

The renter—

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

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

23. LOCKS

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and

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- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.
The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
The rental provider must not give a key to a person excluded from the premises under—

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

24. REPAIRS

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

25. URGENT REPAIRS

Section 3(1) of the Act defines ***urgent repairs***. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.
Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.
The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2500.

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

(a) the renter cannot meet the cost of the repairs; or

(b) the cost of repairs is more than $2500; or

(c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. NON-URGENT REPAIRS

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.
The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

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27. ASSIGNMENT OR SUB-LETTING

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

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

28. RENT

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.
The rent cannot be increased more than once every 12 months.
The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. ACCESS AND ENTRY

The rental provider may enter the premises—

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

The renter must allow entry to the premises where the rental provider has followed proper procedure.
The renter is entitled to a set amount of compensation for each sales inspection.

30. PETS

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

PART E - ADDITIONAL TERMS

31. ADDITIONAL TERMS (IF ANY)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.
Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

31.1 Meanings in these additional terms

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

31.1.2 ***Important advice about "writing".** In these additional terms the word "writing" means all ways of

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representing or reproducing words, figures, or symbols in a visible form, unless a form prescribed by the Residential Tenancies Act or Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter.

31.1.3 Before you use an electronic means to send a message or document to me check clause 9.1 to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 9.1 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 an 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 other documents.

31.2 Other use of the rented premises

31.2.1 You must use the premises primarily as your home. If you also want to use them for some ancillary purpose – for example, as an office for your business, as a rooming house, for short term accommodation, or to provide services to clients visiting the premises, you must ask me in *writing for permission beforehand. Before I decide I may ask you to provide reasonable information about the proposed use, including any proposed alterations to the premises, and if I give my permission, I may ask you to comply with reasonable conditions. Before the rental agreement ends you must also comply with section 64(2) of the Residential Tenancies Act. You cannot use an SMS message to ask me for my permission.

31.2.2 Use of the rental premises primarily as a home does not include:
- the storage of flammable liquids or gases apart from in small quantities for normal domestic use,
- the service or repair of a vehicle or boat of any description except for routine minor maintenance,
- disposal on the premises, including the land, of any liquid fuels, oils, tyres, paints, or other polluting substances.

31.3 Storage and removal of waste and rubbish

31.3.1 You must store rubbish and waste in appropriate containers with close fitting lids.

31.3.2 If a place or places are provided for rubbish and waste containers you will keep them there.

31.3.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.

31.3.4 The only waste containers the Rental Tenancies Regulations require me to provide are a rubbish bin and a recycling bin which are provided by the local council, or which are vermin proof and compatible with local council collection.

31.4 My insurance on the premises

31.4.1 If I provide you with a copy of my insurance policy for the rented premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased, unless you are entitled to do so by the Residential Tenancies Act 1997 or some other legislation.

31.4.2 If it is found you are liable to compensate or reimburse me for damage to any part of the premises, and I recover part or all of the loss I have suffered by making a successful claim on my insurance, you will only be liable to reimburse me for that part of your liability which is not covered by the amount I recover from my insurance.

31.4.3 My insurance policy does not cover your goods and personal belongings against theft, loss, or damage. If you wish to insure your goods and personal belongings against theft, loss, or damage it is your responsibility to do so.

31.5 Locks (see clause 23) and alarms

31.5.1 Key of a lock means a device or information normally used to operate the lock.

31.5.2 Lock means a device for securing a door or window or other part of the premises.

31.5.3 Master key system means a set of locks in which each lock or subset of locks has a unique key, and one single key or master key can operate all the locks in the set.

31.5.4 You may change locks at the rented premises but only if you install replacement locks that will not be capable of being operated by the keys already provided and will instead be operated by new keys. Any

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change of locks must not breach the minimum standards for locks contained in the Residential Tenancies Act and Regulations.

31.5.5 If the lock is keyed alike with other locks in the premises and you make a change to the keying of any of those locks, you must change all the keyed alike locks so that they can continue to be operated by one key.

31.5.6 If you change the locks, you must purchase the same number of keys as were supplied to you at the commencement of the tenancy and supply them to me or my managing agent at the end of the tenancy. In addition, you must give to me or my managing agent duplicates of the new key/s as soon as practicable and preferrable within one business day of changing the locks.

31.5.7 You may change the code of an alarm at the rented premises.

31.5.8 If you change the code or install an alarm system you must tell me or my managing agent in *writing of the code as soon as practicable and preferable within one business day of the change or installation. You cannot use and SMS message to tell me of the new code.

31.6 Defects (see clauses 25 and 26)

31.6.1 When you become aware of a defect at the rented premises that may injure someone or cause damage you must, in addition to telling me or my managing agent as soon as possible, take reasonable action to avoid risk of injury to yourself or anybody else and to prevent further damage.

31.7 Light globes, fluorescent tubes, and LED lights

31.7.1 At the commencement of the rental agreement light globes, fluorescent tubes and LED lights will be in working order. If on taking possession of the rental premises you find this to not be the case, you must notify me or my managing agent as soon as possible so that the problem may be rectified at my expense.

31.7.2 During the rental agreement you must replace any light globes, fluorescent tubes, starters, and LED lights that cease to function, unless it has ceased to function due to actions taken by me, my managing agent, or my contractor. The requirement for you to replace LED lights does not extend to instances where the light fitting needs to be replaced, because as with other faulty light fittings, their replacement is my responsibility.

31.7.3 If for whatever reason you cannot personally fulfil your obligations, you may at your expense engage a suitable contractor to complete the tasks.

31.8 Sewers and septic systems

31.8.1 Things that may cause a blockage must not be placed into the sewerage or septic system, in addition to the toilet/s this includes drainage from the kitchen, laundry and bathroom/s. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of toilet paper, paper towel, tampons, sanitary pads, continence pads, wipes, cooking fats and oils, and food waste. This is not a complete list and has been provided as a guide only.

31.8.2 When you become aware to a blockage or defect in the sewerage of septic system you must tell me or my managing agent as soon as possible, preferably within 24 hours, even if you, or anyone you have allowed to come on to the rented premises, including me or my managing agent or my contractor, caused it.

31.8.3 If you, or anyone you have allowed to come on to the rented premises negligently or intentionally causes a blockage or defect in the sewerage or septic system you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor caused the blockage or defect.

31.9 Gutters, downpipes, and stormwater drains

31.9.1 As part of your obligation under the Residential Tenancies Act to keep the rented premises reasonably clean you must, unless otherwise agreed in writing, keep the gutters, downpipes and stormwater drains free of debris and other matter to the extent that their proper functioning is not impeded. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.

31.9.2 If the proper functioning of the gutters, downpipes or stormwater drains is impeded due to a fault or need for repair, you must notify me or my managing agent as soon as possible. If the need for repair or replacement

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is the result of you, other occupants of the rented premises or your visitors intentionally or negligently causing damage to the rented premises or common areas I will arrange for the necessary repair or replacement, however you will be required to reimburse me for the expense.

31.10 Gardens and land

31.10.1 If under this rental agreement you are provided with, in addition to the built structures, gardens or land as part of the premises, you must unless otherwise agreed in writing, maintain them in a reasonably clean condition and free from damage apart from fair wear and tear.

31.10.2 These are examples of things you may need to do to care for the garden and land: mow grass; water subject to water restrictions, as and when required; remove weeds; rake up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs flowers and other plants; and as far as reasonably possible keep the garden free of pests and vermin. In bushfire prone areas you must take reasonable action to minimise the fuel load on the land during the fire season. This is not a complete list of things you may need to do. I have provided the examples as a guide only. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.

31.10.3 You must make a request in *writing for my permission if you wish to remove any plants apart from weeds, or if you wish to change the layout of garden beds, grassed areas, paved areas and so on. The request must not be made by SMS message.

31.10.4 You must make a request in *writing for my permission if you wish to plant any trees, shrubs, or vines, apart from those that form part of a vegetable or herb garden. The request must not be made by SMS message.

31.10.5 You must not dispose of any polluting or toxic substance on the land.

31.11 Mould

31.11.1 You should take all reasonable steps to prevent the development of mould (fungi) in the rented premises. These steps include but are not limited to; ventilating the premises by use of exhaust fans and openable windows provided, particularly if you need to dry washing inside the premises; using an appropriate household cleaner to regularly clean surfaces on which condensation forms; and preventing window furnishings, furniture and clothes being in contact with surfaces on which condensation forms.

31.11.2 If you see signs of mould in the premises you must notify me or my managing agent as soon as possible.

31.11.3 If the mould has developed due to a fault, such as a leak in the premises, or is related to the building structure I will arrange for it to be rectified and the mould treated. In the meantime, you should take all reasonable steps to avoid exposure to the mould.

31.12 You cannot use your bond to pay rent

31.12.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent for the premises on the ground you intend to regard the bond as rent paid and it allows VCAT to impose a penalty if satisfied a breach of the bond requirements has occurred.

31.13 'To Let', 'Auction', 'For Sale' etc signs at the rented premises

31.13.1 You will allow me, or my managing agent, to put up a sign on the rented premises during the final month of the rental agreement indicating the premises will be available for renting. The sign will be positioned so as not to interfere with your use of the rented premises.

31.13.2 You will allow me or my estate agent to put up a sign on the premises at any time indicating that it is available to be purchased. The sign will be positioned so as not to interfere with your use of the rented premises.

31.14 Assigning, subletting, or abandoning the rented premises (see clause 27)

31.14.1 If during the period of the rental agreement the people in occupation of the rented premises are to change you must notify or my managing agent as soon as possible after you become aware the change is to happen, or has happened, preferably within 24 hours and ask me or my managing agent in *writing for permission to assign your rental agreement or sub-let the rental premises. Neither I nor my managing agent will unreasonably withhold permission. You cannot use an SMS message to ask me or my managing agent for permission.

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31.14.2 If the rental agreement is assigned to a new renter or combination of renters, even if some are continuing, I may require you to reimburse me for my reasonable expenses incurred due to the assignment. These expenses will be calculated according to the following formula:

See additional Clauses

31.14.3 If you assign or sublet the rental premises without obtaining written permission beforehand and I terminate your rental agreement, or if you abandon the rental premises, I may ask you to reimburse me for expenses I incur in reletting. If I do this the expenses will be calculated according to the following formula:

See additional Clauses

31.14.4 My managing agent cannot require payment from you, however they can on my behalf require you to reimburse me for expenses I incur.

31.15 Leaving the premises at the end of the fixed term (see clause 5)

31.15.1 If you intend to leave the rental premises at the end of the fixed term on this agreement you need to tell me or my managing agent about your intention at least 28 days before the fixed term comes to an end, or 14 days before the fixed term comes to an end if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.

31.15.2 You must tell me or my managing agent about your intention to leave in *writing by giving notice in a form which is not an SMS message.

31.15.3 You must return all the keys and any key cards and remote controls to me or my managing agent when you leave the rented premises.

31.15.4 You must continue to pay rent to me or my managing agent until the end of the fixed term; or to and including the day on which you return all the keys, key cards and remote controls to me or my managing agent if it is after the end of the fixed term. If, with your agreement, the premises are relet from a date before the end of fixed term and you return the keys etc before that date you will only be required to pay rent to and including the day before the new rental agreement commences.

31.16 Leaving the premises after the fixed term ends

31.16.1 If you remain in occupation of the rental premises after the fixed term of this agreement ends and you do not enter into a new fixed term agreement with me, you must tell me or my managing agent of your intention to leave specifying a date not less than 28 days after the date you tell me or my managing agent, or 14 days if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.

31.16.2 You must tell me, or my managing agent, about your intention to leave in *writing in a form that is not an SMS message.

31.17 Receipt of condition report /statement of rights and duties

31.17.1 You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:
• two copies of a condition report signed by me or my managing agent, and
• a written guide "Renting a home: a guide for tenants" as authorised and published by the Victorian government setting out my rights and duties as a rental provider and your rights and duties as a renter. If you consented to receiving notices electronically this guide may be provided to you electronically.

31.18 Rental provider's signature

31.18.1 I may authorise my managing agent to sign this rental agreement on my behalf. In the event you and I (or my managing agent acting on my behalf) have agreed that you will rent the rented premises on the terms set out in this document or we have conducted ourselves in such a way as to imply that this was the case, the terms

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of this rental agreement will be binding even if, through an oversight, a party has neglected to sign it. The Residential Tenancies Act 1997 provides the following definition of a residential rental agreement in section 5:
"residential rental agreement means an agreement, whether or not in writing and whether express or implied, under which a person lets premises as a residence (but does not include an SDA residency agreement) and includes a fixed term residential rental agreement and a periodic residential rental agreement;"
SDA means Specialist Disability Accommodation.

31.19 Modifications (see clause 22)

31.19.1 If you make any modification that does not require my consent you must notify me that you intend to make that modification along with a description of the modification at least 48 hours before making the modification.

31.19.2 If you intend to install non-permanent window film for insulation, reduced heat transfer or privacy or install security lights, alarm systems or security cameras, I may require you to engage a suitably qualified person to carry out the work.

31.19.3 If you intend to replace curtains you must inform me of where and the manner in which you intend to store the original curtains.

31.20 Rent Increases

The rent amount will increase to ($) _____ calculated as:

☐ %
☐ CPI
☐ Other _____

The date the first payment at the increased rate is due is ____ / ____ / 20 ____

Pay period: ☐ Weekly ☐ Fortnightly ☐ Monthly

The day rent is to be paid : _____
(e.g. each Thursday or the 11th of each month)

31.21 Urgent Repairs

The agent **can** / ~~cannot~~ authorise urgent repairs (strike out inapplicable)

If the agent can authorise repairs, the maximum amount for repairs which the agent can authorise is ($) **2,500.00**

Emergency facsimile: _____

Additional Items

Additional Clauses - Residential - 2022

1 The RENTER/S acknowledges; that the bond paid under the agreement has been forwarded in accordance with the requirements of the Residential Tenancies Act 1997 with the RESIDENTIAL TENANCIES BOND AUTHORITY and that the refund of the bond can only be achieved by all tenants signing and lodging a bond claim form with the the RESIDENTIAL TENANCIES BOND AUTHORITY.

2 The RENTER/S acknowledges; that the bond money paid is held as a bond against the tenant not carrying out the conditions of the lease agreement and not vacating the property in good clean condition. The tenant further understands and acknowledges that under the Residential Tenancies Act 1997, that the bond is not to be used as any part of rent owing.

3 The RENTER/S acknowledges; having being advised that all rental charges are paid by Direct Debit and further acknowledges having read the Direct Debit Service Agreement. The RENTER/S agrees to the terms and conditions of the Direct Debit Service Agreement and understands that rental charges are at all times must be

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paid in advance and in full as agreed and stated in the lease. Tenants understand and agree to pay our office a $30.00 dishonour/administration fee for any payment that is returned to our office as a dishonour payment.

4 The RENTAL PROVIDER and the RENTER/S mutually agree that the RENTER/S will not smoke inside the property. At the final inspection of the property and the end of tenancy if the RENTAL PROVIDER or RENTAL PROVIDER'S AGENT believes that the smoking has impregnated the fittings of the property, the RENTER/S agrees that the curtains/blinds will be dry cleaned and the carpets will be steam cleaned and where necessary the walls will be washed down at the RENTER/S expense.

5 The RENTAL PROVIDER acknowledges the RENTER/S right to change the locks at the rental property; providing a duplicate key is given to the RENTAL PROVIDER or THEIR AGENT. The RENTER/S acknowledges; that whilst all due care and attention has been taken, the RENTAL PROVIDER cannot guarantee that all keys to the property were returned by the previous occupants. To ensure total security, it is our recommendation that the barrels in all locks be replaced. The cost of any lock change will be the RENTER'S responsibility.

6 The RENTER acknowledges and agrees to accept full responsibility to any damage arising from installing picture hooks on the walls and agree to pay any and all expenses arising from any repairs requiring to restore the walls to their original condition . The RENTER also acknowledges and agrees that the RENTER will take into consideration and be reasonable in the number of picture hooks installed. The RENTER will advise the RENTER PROVIDER OR AGENT IN WRITING as to their intention of installing picture hooks and the number of picture hooks in each room they are intending to install .

7 The RENTER/S hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at this property and further agrees to pay any and all expenses arising from any repairs or replacements including the cost of having the carpets treated for fleas and spot cleaning on stains due from pets droppings or urine , and deodorizing of the carpet to remove any odours at the end of the tenancy. The RENTER/S further agrees to ensure all pet droppings are cleaned from the front and rear yards of the premises regularly.

8. The RENTER/S acknowledges; that the Condition Report provided at the commencement of the tenancy must be signed and returned to the AGENT within 3 business days after commencing occupancy of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of the tenancy.

9 The RENTER/S must regularly check each smoke detector installed in the premises to confirm that it is kept fully operational. These checks are to ensure the safety of the RENTER/S and the security of the premises. The RENTER/S must immediately notify the Agent of any faulty smoke detector (and confirm this advice to the Agent in writing the same day).

10 The RENTER/S agrees to have the carpets Professionally Cleaned upon vacating the premises with the cost paid by the RENTER/S. RENTER/S MUST provide the AGENT with an invoice/receipt for such work. The cleanliness of the carpets as stated on the ingoing Condition Report completed at the commencement of the Tenancy Agreement will be taken into consideration. Note: This is required as Supermarket hire machines, have in many instances, been the cause of damage to carpets. The TENANT/S will be held responsible for any damage made to carpets on the premises.

11 The RENTER/S shall pay the RENTAL PROVIDER/AGENT costs in relation to the serving of any notice/s required under the Residential Tenancies Act where a RENTER is in breach of this TENANCY AGREEMENT. RENTER/S further agree that RENTER'S name and breach details will be listed to National Tenancy Database and /or Veda if a VCAT order has been granted and the amount declared by the VCAT order remain unpaid within 14 days from the date of the order.

12 The RENTER/S acknowledges; that parking of their vehicles or their visitors vehicles on grass areas on the property is PROHIBITED. At the routine / final inspection if the RENTAL PROVIDER / AGENT believe that cars have been parked on the grass areas the RENTER/S will be liable to fix any damage caused to the grass and ground OR pay for the costs to restore the grass areas.

13 The RENTER/S acknowledges and agrees that those nominated in the application form/s will reside at the stated premises. Any change to this must be submitted to the RENTAL PROVIDER or AGENT and written

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permission given prior to the third party moving into the premises and agree to pay to the AGENT the nominated administration costs for the preparation of new leasing documents and transfer of bond being $110.00.

14 In the event of the RENTER/S needing to vacate the property herein leased prior to the expiration of the term herein the RENTERS agree to give Jason Real Estate Sales Pty Ltd a minimum 28 days written notice. If the RENTAL PROVIDER is agreeable to the RENTER'S request, then RENTERS hereby appoint JASON REAL ESTATE SALES PTY LTD of 201B Melrose Drive, Tullamarine VIC 3043; to act on my/our behalf and seek a replacement RENTER on the terms and conditions specified by the RENTAL PROVIDER . I/We understand and acknowledge that I/We are liable for a re-letting fee of up to 2 weeks rent plus GST (pro-rata) and advertising cost of $300 plus GST and are responsible for all rent due from the time of vacating to the expiration of the lease until such time a replacement tenant is accepted by the landlord. We further acknowledge and accept that the advertising expense is payable in advance. I/We will not use our bond as rent due.

15 The outgoing RENTER agrees to pay a fee of $110.00 for the transfer of lease from any RENTER to another. Original RENTERS must remain on lease otherwise break lease fees will apply.

16 The RENTER acknowledges and agrees that the RENTAL PROVIDER'S AGENT will conduct regular routine inspections (PLEASE NOTE THAT PHOTOS WILL BE TAKEN OF THE PROPERTY IN THE ROUTINE INSPECTION) with or without the presence of the RENTER/S upon giving the tenant 1 week notice of such inspection and the RENTER agrees that the 1st inspection will be carried out after the RENTER has occupied the property for FIRST 3 months and thereafter, every 6 months during tenancy.

17 The RENTER /S hereby acknowledges and agrees to maintain all drains including sinks and showers clean and clear by avoiding excessive debris and hair. Every six months to apply correct drainage liquid/solution to maintain drains and pipes clean and clear . The RENTER shall indemnify the RENTAL PROVIDER of any loss and /or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the RENTER /S or anyone on the premises. Without limiting the generality of the foregoing, the RENTER/S shall indemnify the RENTAL PROVIDER for the cost of repairs to plumbing blockages caused by the NEGLIGENCE or MISUSE of the TENANT/S.

18 We the RENTERS hereby acknowledge that if the situation arises throughout and during the tenancy at the property that a plumber/trades person is required to respond to a call from herein tenants due to not having hot water and If the findings from the plumber/trades person is only the PILOT LIGHT to the hot water services needed to be ignited; Then the herein RENTERS accept full responsibility of all costs incurred for the service call provided.

19 We the RENTERS hereby acknowledge; that the RENTAL PROVIDER MUST GIVEN PRIOR KNOWLEDGE in regards to pet/s being kept at the property. We the RENTERS also agree that we are liable to repair and/or undertake any cleaning associated with having pet/s at the property. All costs of repair and/or cleaning relating to pet/s at the property will be the RENTER'S responsibility.

20 The RENTER acknowledge/s that the floorboards can be EASILY marked and therefore agree/s to take SPECIAL CARE of the polished floors to ensure that they are not negligently marked or dented by high heeled shoes and to minimize scratches the RENTER agree/s to use protective pads on the base of furniture wherever possible The RENTER also agrees to also use a dry flat mop and proper floor board cleaning solution to avoid water damage to the floorboards. The RENTER agrees that should any one of these conditions not be complied with , the RENTAL PROVIDER through their agents, have the right to serve the necessary notices thereafter, if the tenant fails to remedy the breach.

21 We the RENTERS agree to clean the all air conditioner filters every 6 months

22 The RENTERS herein agree to pay the Landlord any excess amount charged or any additional premium charged by the RENTAL PROVIDERS insurance company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the Tenant, or by anyone on the premises with consent of the RENTER.

23 The RENTER understands and accepts that payment for water usage is the tenants responsibility in all properties separately metered.

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24 The RENTERS shall at the RENTER'S expense replace all lighting tubes, globes and down lights to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

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32. SIGNATURES

This agreement is made under the Act.
Before signing you must read **Part D — Rights and Obligations** in this form which outlines your rights and obligations.

RENTAL PROVIDER

Name: Jeanette Rosemarie Tipping-Allen Sign: Dated: 07/07/2022

RENTER

Name: Callum Thomas Grant Sign: Dated: 7.7.22

Name: Kristen Raika Sign: Dated: 7/7/2022

Note: Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page

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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 purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out 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 a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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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 sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

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(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

(a) settlement is conducted through an electronic 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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

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28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

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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.

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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	2/13 Banksia Grove, Tullamarine 3043	
Vendor's name	Jeanette Rosemarie Tipping-Allen	**Date** 22/8/2023
Vendor's signature	Jeanette Rosemarie Tipping-Allen	

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.

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

	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2 INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3 LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title documents.

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

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

3.2. **Road Access**

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

3.3. **Designated Bushfire Prone Area**

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

3.4. **Planning Scheme**

Attached is a certificate with the required specified information.

4 NOTICES

4.1. **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2. **Agricultural Chemicals**

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

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:

Not Applicable.

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):

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

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

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 ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

9 TITLE

Attached are copies of the following documents:

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

10 SUBDIVISION

10.1. **Unregistered Subdivision**

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

Not Applicable.

10.2. **Staged Subdivision**

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

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)

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

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

VOLUME 12001 FOLIO 095

Security no : 124108051690P
Produced 02/08/2023 11:09 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 742193W.
PARENT TITLE Volume 08530 Folio 959
Created by instrument PS742193W 20/07/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JEANETTE ROSEMARIE TIPPING-ALLEN of 7 FLORENCE STREET NIDDRIE VIC 3042
AR313720A 03/08/2018

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS742193W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 13 BANKSIA GROVE TULLAMARINE VIC 3043

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS742193W
OWNERS CORPORATION 2 PLAN NO. PS742193W

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	**Plan**
Document Identification	**PS742193W**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**02/08/2023 11:10**

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PLAN OF SUBDIVISION

EDITION 1

PS 742193 W

LOCATION OF LAND

PARISH: **TULLAMARINE**

TOWNSHIP: ----------

SECTION: ----------

CROWN ALLOTMENT: **4 (PART)**

CROWN PORTION: **4**

TITLE REFERENCE: **Vol.8530 Fol.959**

LAST PLAN REFERENCE: **LOT 164, LP 20168**

POSTAL ADDRESS. **13 BANKSIA GROVE**
(at time of subdivision) **TULLAMARINE 3043**

MGA CO-ORDINATES: E: **313350** ZONE: **55**
(of approx centre of land in plan) N: **5824570** GDA 94

Council Name. Hume City Council

Council Reference Number: S008300
Planning Permit Reference: P20654
SPEAR Reference Number: S106164V

Certification

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988
has been made and the requirement has not been satisfied
has been made and the requirement has been satisfied at Statement of Compliance
(Document updated 16/05/2018)

Digitally signed by: Robert Murray for Hume City Council on 02/01/2018

Statement Of Compliance issued: 16/05/2018

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION NIL.

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No. –

This survey has been connected to permanent marks No(s). Tullamarine PM 23

In Proclaimed Survey Area No. –

NOTATIONS

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

Median Boundaries marked M

Exterior Face All other boundaries

DEFINES A FEATURE, NOT A BOUNDARY.

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easements & Rights pursuant to Section 12(2) of the Subdivision Act 1988 apply to the land in this plan.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE AND SEWERAGE	1.83	LP 20168	LOTS ON LP 20168
E-1	SEWERAGE	1.83	THIS PLAN	CITY WEST WATER CORPORATION
E-2	SEWERAGE	0.17	THIS PLAN	CITY WEST WATER CORPORATION

AMS **CONSULTING LAND SURVEYORS**
SUITE 12, 42-50 STUD ROAD, BAYSWATER, 3153
PO BOX 6141, WANTIRNA MALL, 3152
TELEPHONE: (03) 9720 5001
FACSIMILE: (03) 9720 5001
MOBILE: 0418 361 193
EMAIL: amso@bigpond.net.au
ACN 058 815 993

SURVEYORS FILE REF: **3587** 3587SPEARSUBD3SHVER2.dwg

ORIGINAL SHEET SIZE: A3

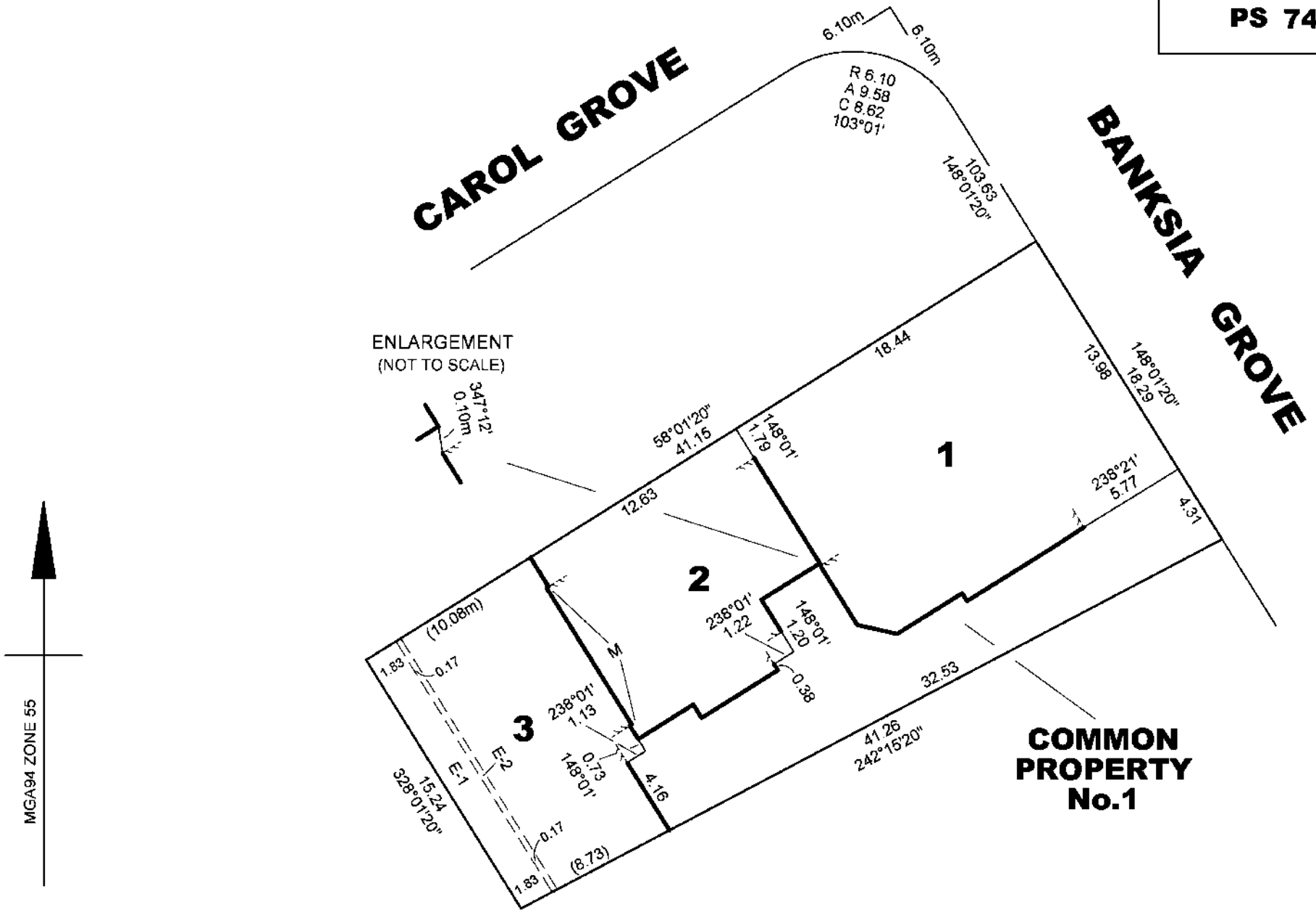
SHEET 1 OF 2

Digitally signed by: Andrew Malcolm Smith (AMS Pty Ltd), Surveyor's Plan Version (Version 2), 19/12/2017, SPEAR Ref: S106164V

PLAN REGISTERED
TIME: 2:20 PM DATE: 20/07/2018
Assistant Registrar of Titles

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PS 742193 W



AMS CONSULTING LAND SURVEYORS
SUITE 12, 42-50 STUD ROAD, BAYSWATER, 3153
PO BOX 6141, WANTIRNA MALL, 3152
TELEPHONE: (03) 9720 5001
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MOBILE: 0418 361 193
EMAIL: amso@bigpond.net.au
ACN 058 815 883

REF: 3587 3587SPEARSUBD3SHVER2.dwg

SCALE	ORIGINAL SHEET	SHEET
1:200	SIZE: A3	2

2 0 2 4 6 8
LENGTHS ARE IN METRES

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Digitally signed by: Hume City Council, 02/01/2018, SPEAR Ref: S106164V

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 02/08/2023 11:10:44 AM

OWNERS CORPORATION 1
PLAN NO. PS742193W

The land in PS742193W is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
13 BANKSIA GROVE TULLAMARINE VIC 3043

OC040165Q 20/07/2018

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC040165Q 20/07/2018

Notations:
Only the members of Owners Corporation 2 are entitled to use Common Property No. 1.

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Total	**300.00**	**300.00**

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

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS742193W

Statement End.

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 02/08/2023 11:10:44 AM

OWNERS CORPORATION 2
PLAN NO. PS742193W

The land in PS742193W is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 2, 3.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
13 BANKSIA GROVE TULLAMARINE VIC 3043

OC040166N 20/07/2018

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC040166N 20/07/2018

Notations:
Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 1 is in the name of Owners Corporation 1.

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 2	100	100
Lot 3	100	100
Total	**200.00**	**200.00**

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Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS742193W

Statement End.

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Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

OWNERS CORPORATION CERTIFICATE

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation No 1 & 2

Address: 2/13 Banksia Grove, Tullamarine 3043

This certificate is issued for	**Lot 2 on Plan of Subdivision No: PS742193W**
Postal address is	**13 Banksia Grove Tullamarine 3043**
Applicant for the certificate is	**PRESTIGE CONVEYANCING SERVICES**
Address for delivery of certificate is:	
Date that the application was received:	**21 August 2023**

IMPORTANT:

OWNERS CORPORATION IS INACTIVE SAVE FOR COMMON PROPERTY INSURANCE –

NO MEETINGS HAVE BEEN HELD

The information in this certificate is issued on: **21 August 2023**

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

1.	The current annual fees for the lot *~~per quarter or~~ *annually (strike out if not applicable) are: **$154.98** payable annually (for common property insurance only)
2.	The date which the fees for the lot have been paid up to is – 04/08/2024.
3.	The total of any unpaid fees or charges for the lot are – nil.
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are - not applicable.
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges not included in annual fees, maintenance fund or special fees as set out above: not applicable.
6.	The owners corporation has the following insurance cover: • the name of the company: CHU Residential Strata Insurance Plan • policy number: HU0006110999 • type of policy: CHU RESIDENTIAL STRATA INSURANCE PLAN • buildings covered: 13 BANKSIA GROVE TULLAMARINE VIC 3043 • building amount: $40,000.00 • public liability amount $$20,000,000

	• renewal date	04/08/2024
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution - no.	
8.	The total funds held by the owners corporation – Not applicable ~~The total funds should report the best available statement of financial position of the owners corporation~~. ~~The statement of financial position at the end of the last financial year of the owners corporation on (insert date)~~ was:	
	~~Assets:~~	~~$~~
	~~Maintenance fund (if prescribed owners corporation):~~	
	~~Liabilities:~~	~~$~~
	~~Maintenance plan (if prescribed owners corporation):~~	
	~~Total funds =~~	~~$~~
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details: not applicable.	
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details - not applicable	
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details - not applicable	
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details - not applicable.	
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details - not applicable.	
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, provide details - No.	
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No.	
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation.	

17.	Documents required to be attached to the owners corporation certificate are: • A copy of all resolutions made at the last annual general meeting – not applicable - ***no meetings held*** • A copy of the consolidated rules registered at Land Victoria • A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of advice and information for prospective purchasers and lot owners"
18.	**NOTE:** More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: 13 Banksia Grove Tullamarine VIC 3043.

DATED the 21 day of August 2023.

This owners corporation certificate was prepared by: JEANETTE ROSEMARIE TIPPING-ALLEN

Postal address	c/- PRESTIGE CONVEYANCING SERVICES PO Box 2111 GLADSTONE PARK VIC 3043
(signature)	J.R. Tipping-Allen Jeanette Rosemaire Tipping-Allen

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

2. This rule does not apply to -

   (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
   (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

3. Subrule (2) does not apply if the concession or rebate -

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

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

3. An approval under subrule (2) may state a period for which the approval is granted.

4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 **Damage to common property**

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 **Change of use of lots**

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

Example

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

5.2 **External appearance of lots**

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 **Requiring notice to the owners corporation of renovations to lots**

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

6. Behaviour of persons

6.1 **Behaviour of owners, occupiers and invitees on common property**

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

6.2 **Noise and other nuisance control**

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

2. The party making the complaint must prepare a written statement in the approved form.

3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.

8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

OWNERS CORPORATION PLAN NO. PS 742193W
13 BANKSIA GROVE
TULLAMARINE VIC 3043

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006110999
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	04/08/2023 to 04/08/2024 at 4:00pm
Plan Number	742193W
The Insured	OWNERS CORPORATION PLAN NO. PS 742193W
Situation	13 BANKSIA GROVE TULLAMARINE VIC 3043

Policies Selected

Policy 1 – Insured Property
Building: $40,000
Common Area Contents: $0
Loss of Rent & Temporary Accommodation (total payable): $6,000

Policy 2 – Liability to Others
Sum Insured: $20,000,000

Policy 3 – Voluntary Workers
Death: $100,000
Total Disablement: $1,000 per week

Policy 4 – Workers Compensation
Not Available

Policy 5 – Fidelity Guarantee
Sum Insured: $100,000

Policy 6 – Office Bearers' Legal Liability
Not Selected

Policy 7 – Machinery Breakdown
Not Selected

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)
Not Selected

Flood Cover is included.

Common Area Cover

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing policy wording.

Indemnity under Policy 1 – Insured Property, is provided for Common Areas only, up to the sum insured shown on the schedule.

The Table of Benefits in Policy 3 – Voluntary Workers is replaced by

	Insured Event	Benefit
1.	Death	$100,000
2.	Total and irrecoverable loss of all sight in both eyes	$100,000
3.	Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	$100,000
4.	Total and permanent loss of the use of one hand or of the use of one foot	$50,000
5.	Total and irrecoverable loss of all sight in one eye	$50,000
6.a.	Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	$1,000
6.b.	Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	$500

7.	The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding $250 up to a maximum of:	$2,500
8.	The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to a maximum of:	$1,000
9.	The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding $125 up to a maximum of:	$1,250
10.	The reasonable cost of burial or cremation of a Voluntary up to a maximum of:	$2,500

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

Date Printed 05/08/2023

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

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

OWNERS CORPORATION PLAN NO. PS 742193W
13 BANKSIA GROVE
TULLAMARINE VIC 3043

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006110999
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	04/08/2023 to 04/08/2024 at 4:00pm
Plan Number	742193W
The Insured	OWNERS CORPORATION PLAN NO. PS 742193W
Situation	13 BANKSIA GROVE TULLAMARINE VIC 3043

Policies Selected

Policy 1 – Insured Property
Building: $40,000
Common Area Contents: $0
Loss of Rent & Temporary Accommodation (total payable): $6,000

Policy 2 – Liability to Others
Sum Insured: $20,000,000

Policy 3 – Voluntary Workers
Death: $100,000
Total Disablement: $1,000 per week

Policy 4 – Workers Compensation
Not Available

Policy 5 – Fidelity Guarantee
Sum Insured: $100,000

Policy 6 – Office Bearers' Legal Liability
Not Selected

Policy 7 – Machinery Breakdown
Not Selected

Policy 8 – Catastrophe Insurance

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses

Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Not Selected

Flood Cover is included.

Common Area Cover

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing policy wording.

Indemnity under Policy 1 – Insured Property, is provided for Common Areas only, up to the sum insured shown on the schedule.

The Table of Benefits in Policy 3 – Voluntary Workers is replaced by

	Insured Event	**Benefit**
1.	Death	$100,000
2.	Total and irrecoverable loss of all sight in both eyes	$100,000
3.	Total and permanent loss of the use of both hands or of the use of both feet or the use of one hand and one foot	$100,000
4.	Total and permanent loss of the use of one hand or of the use of one foot	$50,000
5.	Total and irrecoverable loss of all sight in one eye	$50,000
6.a.	Total Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Total Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	$1,000
6.b.	Partial Disablement from engaging in or attending to usual profession, business or occupation in respect of each week of Partial Disablement up to a maximum of 104 weeks. The maximum benefit per week is:	$500

7.	The reasonable cost of domestic assistance certified by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities – in respect of each week of disablement a weekly benefit not exceeding $250 up to a maximum of:	$2,500
8.	The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury to obtain medical treatment – up to a maximum of:	$1,000
9.	The reasonable cost of home tutorial expenses if the Voluntary Worker is a full time student – in respect of each week of Total Disablement a weekly benefit not exceeding $125 up to a maximum of:	$1,250
10.	The reasonable cost of burial or cremation of a Voluntary up to a maximum of:	$2,500

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

Date Printed 05/08/2023

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

Building Information Certificate 51(1)

Building Act 1993
Building Regulations 2018
Regulation 51(1)

HUME CITY COUNCIL

1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

Postal Address:
PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Facsimile: 03 9309 0109
www.hume.vic.gov.au

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

Our Reference: **WBPI029297**
Your Reference: **350060**
Property Details: **2/13 BANKSIA GR**
TULLAMARINE VIC 3043
LOT 2 PS 742193W VOL 12001 FOL 095
Property Number: **723778**
Municipal District: **HUME CITY COUNCIL**
Registered Owner: **JEANETTE ROSEMARIE TIPPING-ALLEN**

Building Approval and permit number	Our Ref No	Description of Work	Date Issued	RBS Name	RBS No	Occupancy Permit/Final certificate Number	Occupancy Permit/Final certificate Date
BS-U 25334/20170090/0	BPS47067	CONSTRUCTION OF A TWO STOREY ATTACHED DWELLINGS, TWO SINGLE STOREY ATTACHED DWELLINGS AND GARAGES	05/04/2017	JOHN ATHANASIOU	bs-u 25334	BS-U 25334/20170090/0	29/05/2018

Current certificates, notices or reports made under the Building Control Act 1981 / Building Act 1993

Notice Date	Notice Type	RBS Name	RBS No

Please note

Permit, certificate, notice, order and report dates are accurate to the extent of Council's computer database information.
If you wish to confirm actual issue dates you will be required to make application for copies of documents.

In relation to land liable to flooding or designated land, the applicant is advised that Melbourne Water became responsible for waterway management, floodplain management and regional drainage on 18th November 2005. Melbourne Water is undertaking an ongoing process of investigation within this area, which may provide additional information applicable to this property. For information on flood levels please visit the Landata or SAI Global websites.
Where Yarra Valley Water or City West Water is the relevant water authority this information can be obtained by purchasing a property information statement. The applicant is also advised to make reference to the Hume Planning Scheme.

For the purpose of regulation 810, Bushfire Prone Area maps are available at www.land.vic.gov.au

New Swimming Pool & Spa registration laws commenced 1 December 2019.
Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020.
www.hume.vic.gov.au for more information and registrations.

Pursuant to sec 24(5) - Building Act 1993 Community Infrastructure Levy payable in respect of this land. Bal Payable :$ 0.00
For inquiries regarding Community Infrastructure Levy please call Council's Strategic Planning Department.

This advice is based on the most current information in Council's records.

……

PETER JOLLY
MUNICIPAL BUILDING SURVEYOR
HUME CITY COUNCIL

Date: 03 August 2023

Certf10

The information on this certificate is the property of the Hume City Council. Hume City Council does not consent to the application or use of the information on this certificate for purposes or properties other than the property to which the information is applicable. Use of this certificate for purposes other than that which Council allows is strictly prohibited.

BUILDING PERMIT
Victorian Building Act & Building Regulations
Regulations 313, Form 2

BUILDE
PERMITS & INSPECTIONS
A 1st Floor, 150 Waverley Road, Malvern East Vic 3145
T 03 9572 3111 F 03 9572 3112
W builde.com.au
ABN 97 124 101 435 ACN 124 101 435

PERMIT NUMBER: BS-U25334/20170090/0 [SEE ATTACHED CONDITIONS]

ISSUED TO
Aras Holdings (VIC) Pty Ltd
OWNER*/AGENT OF OWNER*[1]
300 Napier Street, STRATHMORE VIC
POSTAL ADDRESS - (ADDRESS FOR SERVICE OR GIVING OF DOCUMENTS)
0409 644 004 PHONE
3041 POSTCODE

OWNERSHIP DETAILS
Tulay & Deniz Erdogan
OWNER
16 Barnwood Road MICKLEHAM VIC
POSTAL ADDRESS
0410 567 198 PHONE
3064 POSTCODE

PROPERTY DETAILS

LOT/S	NUMBER	STREET/ROAD	CITY/SUBURB/TOWN	POSTCODE
164	13	Banksia Grove	TULLAMARINE	3043

MUNICIPAL DISTRICT	LP/PS	VOLUME	FOLIO	ALLOTMENT (M2)	TOTAL FLOOR AREA OF NEW BUILDING WORK IN (M2)
Hume City Council	020168	08530	959	694	412

BUILDER[2]
Aras Holdings (VIC) Pty Ltd NAME
0409 644 004 TELEPHONE
300 Napier Street STRATHMORE VIC ADDRESS
3041 POSTCODE

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS
(A) TO BE ENGAGED IN THE BUILDING WORK[3] & (B) WHO WERE ENGAGED TO PREPARE DOCUMENTS FOR THIS PERMIT[4]

REGISTRATION NUMBER	NAME
DB-U 37104	Mirza Ulus
DP-AD 1335	Gaetano Motta
EC 1845	Carlos Balmaceda

DETAILS OF DOMESTIC BUILDING WORK INSURANCE[5] (IF APPLICABLE)

DATE OF ISSUE	THE ISSUER OR PROVIDER OF THE REQUIRED INSURANCE POLICY	POLICY NUMBER
25/08/2016	QBE Insurance Group	U1-420050135BWI-11, U2-420050135BWI-12 & U3-420050135BWI-13

DETAILS OF RELEVANT PLANNING PERMIT

PLANNING PERMIT NUMBER	DATE OF GRANT OF PLANNING PERMIT	DATE OF ENDORSEMENT
P19111	05/04/2016	11/01/2017

NATURE OF BUILDING WORK
Construction of a Two Storey Attached Dwelling, Two - Single Storey Attached Dwellings & Associated Garages
WORKS DESCRIPTION

ENERGY EFFICIENCY REPORT NUMBER	ENERGY EFFICIENCY RATING	STAGE OF BUILDING WORK PERMITTED	COST OF BUILDING WORKS OR STAGE WORKS
13 BANKSIA GROVE	6.0, 6.2 & 6.4	0	$464,199

BUILDING CLASSIFICATION

NCC CLASSIFICATION	DESCRIPTION	PART OF BUILDING
1aii	New Building	Three Residential Dwellings
10a	New Building	Three Residential Garages

OCCUPATION OR USE OF BUILDING
An Occupancy Permit is required prior to the occupation or use of this building.

COMMENCEMENT AND COMPLETION
This building work must commence by: **05/04/2018**
This building work must complete by: **05/04/2019**

MANDATORY INSPECTION STAGES
Prior to placing a footing - Bored piers - BP1
Prior to placing a footing - Pads - PF1 & PF2
Completion of framework
Prior to placing a footing - Preslab - Waffle slab
Prior to pouring in situ concrete - Slab reinforcement
Final upon completion of all building work

FOR INSPECTION BOOKINGS PLEASE CALL: 03 9572 3111 (BOOKINGS MUST BE PLACED AT LEAST 48HRS PRIOR TO INSPECTION - MON-FRI)

RELEVANT BUILDING SURVEYOR

X	REGISTRATION NUMBER	JOB NUMBER	DATE
NAME: John Athanasiou	BS-U25334	201600400	05 April 2017

BUILDING PERMIT
Victorian Building Act & Building Regulations
Regulations 313, Form 2

BUILDE
PERMITS & INSPECTIONS
A 1st Floor, 150 Waverley Road, Malvern East Vic 3145
T 03 9572 3111 F 03 9572 3112
W builde.com.au
ABN 97 124 101 435 ACN 124 101 435

20. No unauthorised encroachment of any part of the work and/or building beyond the boundary/street alignment. Where necessary, boundary locations shall be established by preparation of a title re-establishment survey carried out by a licensed land surveyor.
21. The proposed Class 1 buildings must be provided with either a Rainwater tank receiving rainfall from a minimum catchment area of 50sq m and having a minimum capacity of 2000ltr connected to all toilets in the building for the purpose of sanitary flushing or a Solar water heater system. Where the solar water heater system is the chosen compliance option and a reticulated gas supply is available for connection to the building, the system must be a gas boosted solar water heater.
22. The Municipal Council has declared the site to be in an area subject to infestation by termites. Protection from Termites must be installed in accordance with AS3660.1.
23. The Owner / Agent of Owner and Builder are advised that an Occupancy Permit will be issued upon satisfactory completion of building works.
24. All Artificial Lighting to the proposed dwellings and garages must comply with 3.12.5.5 Artificial Lighting National Construction Code in the lamp density or illumination power density must not exceed 5W per sqm within the dwelling, 4W per sqm on a verandah or balcony and 3W per sqm in the garage.
25. The Owner/Builder must ensure that all new glass balustrades, shower screens and windows comply comply with AS1288-2006. A compliance certificate must be provided to the Relevant Building Surveyor prior to the issue of the Occupancy Permit.
26. Prior to the occupation of the dwelling the Owner/Builder must complete Form 5 - Application for an Occupancy Permit and provide a copy to Builde Permits & Inspections.
27. The Builder must ensure that all external polystyrene wall clad walls comply with the Joint Accreditation System of Australia and New Zealand (JAS-ANZ). The polystyrene clad system must be an accredited system recognised by the Building Commission and is the responsibility of the Builder to ensure a compliant polystyrene product is used during construction.
28. Stairways and integral landings shall be designed for the dead load of the stairway structure plus a superimposed live loading of not less than 2.5 kPa uniformly distributed on each tread and landing. The maximum deflection shall be L/100 or 40 mm, whichever is the lesser, over the horizontal span (L) of the stairway between supports, including landings where provided. Where the stairs are likely to be loaded in excess of the above requirements, the loading shall be based on the requirements of AS/NZS 1170.1 for imposed actions. Treads shall be designed for a distributed loading of not less than 2.2 kN per linear metre of stair tread width or a concentrated loading of not less than 1.5 kN applied through a 100 mm × 100 mm steel pad, whichever loading produces the more adverse effect. The load shall be applied at the centre of the tread span. In all cases the design actions for stairways shall be determined using load factors and combination of actions according to AS/NZS 1170.0.

PRESCRIBED REPORTING AUTHORITIES

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

Prescribed reporting authority	*Matter reported on*	*Regulation / Section*
Hume City Council	**Storm Water Drainage**	**R610 (2)**
City West Water	**Building Over Easements**	**R310(1)**

BUILDING PERMIT DOCUMENTS

Architectural Drawings
Job Number:WD2016-04068
Drawings: 1 to 23 (Revision B)
Dated: 24/03/2017
Prepared By: GAETANO MOTTA DP-AD 1335

Structural Engineering Drawings
Job Number:13745
Drawings: 1 to 5, 6(B), 7 to 10
Computations: 1-12
Dated: 06/06/2016 & 07/12/2016
Certified By: CARLOS BALMACEDA EC 1845

Civil Engineering Drawings
Job Number: 13745
Drawings: 11 & 12
Dated: 06/06/2016
Prepared By: CARLOS BALMACEDA EC 1845

BUILDING PERMIT
Victorian Building Act & Building Regulations
Regulations 313, Form 2

BUILDE
PERMITS & INSPECTIONS
A 1st Floor, 150 Waverley Road, Malvern East Vic 3145
T 03 9572 3111 F 03 9572 3112
W builde.com.au
ABN 97 124 101 435 ACN 124 101 435

NUMBERS AND CONTACT DETAILS OF THE BUILDER AND BUILDING SURVEYOR AND THE NUMBER AND DATE OF ISSUE OF THIS PERMIT ARE DISPLAYED IN A CONSPICUOUS POSITION ACCESSIBLE TO THE PUBLIC BEFORE AND DURING THE BUILDING WORK TO WHICH THIS PERMIT APPLIES.

NOTE 3: INCLUDE BUILDING PRACTITIONERS WITH CONTINUING INVOLVEMENT IN THE BUILDING WORK.

NOTE 4: INCLUDE ONLY BUILDING PRACTITIONERS WITH NO FURTHER INVOLVEMENT IN THE BUILDING WORK.

NOTE 5: DOMESTIC BUILDERS CARRYING OUT DOMESTIC BUILDING WORK FORMING PART OF THIS PERMIT (WHERE THE CONTRACT PRICE FOR THAT WORK IS MORE THAN $16,000) MUST BE COVERED BY AN INSURANCE POLICY AS REQUIRED UNDER SECTION 135 OF THE **BUILDING ACT 1993.**

OCCUPANCY PERMIT

Victorian Building Act & Regulations
R.1005, Form 6

BUILDE
PERMITS & INSPECTIONS
A Level 1, 150 Waverley Road, Malvern East Vic 3145
T 03 9572 3111 F 03 9572 3112
W builde.com.au
ABN 97 124 101 435 ACN 124 101 435

FOR PERMIT NUMBER: BS-U25334/20170090/0

ISSUED TO (OWNER)
Tulay & Deniz Erdogan
OWNER
16 Barnwood Road MICKLEHAM VIC
POSTAL ADDRESS
0410 567 198 PHONE
3064 POSTCODE

COPY TO (AGENT)
Aras Holdings (VIC) Pty Ltd
AGENT OF OWNER
300 Napier Street, STRATHMORE VIC
POSTAL ADDRESS
0409 644 004 PHONE
3041 POSTCODE

PROPERTY DETAILS

LOT/S	NUMBER	STREET/ROAD	CITY/SUBURB/TOWN	POSTCODE
164	13	Banksia Grove	TULLAMARINE	3043

MUNICIPAL DISTRICT	LP/PS	VOLUME	FOLIO	CROWN	SECTION	PARISH	COUNTY	U.P.I.
Hume City Council	020168	08530	959					

NATURE OF BUILDING WORK
Construction of a Two Storey Attached Dwelling, Two - Single Storey Attached Dwellings & Associated Garages
WORKS DESCRIPTION

BUILDING DETAILS

NCC CLASS	PART OF BUILDING / PERMITTED USE	MAXIMUM PERMISSIBLE FLOOR LIVE LOAD	MAXIMUM NUMBER OF PEOPLE TO BE ACCOMMODATED
1all	Dwellings(x3) / Residential	1.5kPa	Not Applicable
10a	Garages (x3) / Residential	3.0kPa	Not Applicable

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

Reporting authority	*Matter reported on*	*Regulation / Section*
Hume City Council	**Storm Water Drainage**	**R610**
City West Water	**Building Over Easements**	**R310(1)**

CONDITIONS
Occupation is subject to the following conditions:
1. **The owner shall ensure that termite protection systems are maintained in accordance with AS3660 .**

APPROVED LOCATION FOR DISPLAY OF OCCUPANCY PERMIT
The approved location for display of this permit for the purposes of Regulation 1007 is: Not Applicable

SUITABILITY FOR OCCUPATION
The building or place of public entertainment or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

INSPECTION RECORD

APPROVED DATE	INSPECTION
08/05/2017	Prior to placing a footing - Bored piers - BP1
11/05/2017	Prior to placing a footing - Preslab - Waffle slab
11/05/2017	Prior to placing a footing - Pads - PF1 & PF2
15/05/2017	Prior to pouring in situ concrete - Slab reinforcement
11/08/2017	Completion of framework
21/05/2018	Final upon completion of all building work

RELEVANT BUILDING SURVEYOR

X	BS-U25334	20170090	29 May 2018
NAME: John Athanasiou	REGISTRATION NUMBER	OCCUPANCY PERMIT NUMBER	DATE

vmia
Risk Management and Insurance
ABN 39 862 497 841
Phone: 1300 363 424

Domestic Building Insurance
Certificate of Insurance

Policy Number 420050135BWI-12

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

QBE

T & D ERDOGAN
16 BERNWOOD RD
MICKLEHAM 3064

Account Number
42BWMARSH
Date Issued
25/08/2016

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

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

Domestic Building Work	NEW MULTI UNIT (<=3 STOREYS) CONTRACT - PER SITE
At the property	2/13 BANKSIA GROVE TULLAMARINE VIC 3043
Carried out by the builder	ARAS HOLDINGS (VIC) PTY LTD ACN: 132 098 830
	Important note: If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact QBE **IMMEDIATELY.** If these details are incorrect, the domestic building work will not be covered.
For the building owner	T & D ERDOGAN
Pursuant to a domestic building contract dated	22/08/2016
For the contract price of	$154,733.00
Type of cover	Cover is only provided if ARAS HOLDINGS (VIC) PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order*
Period of cover	Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes: • Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects* • Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*
The maximum policy limit for all claims made under this policy is	$300,000 all inclusive of costs and expenses*
The maximum policy limit for all claims for non-completion of the domestic building works is	20% of the contract price*

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

283_JPPH431P_00834103_F_STD_H-0001957-00016
MM774-02-000000
QM1824-1207

vmia
Risk Management and Insurance
ABN 39 682 497 851
Phone: 1300 363 424

Domestic Building Insurance
Certificate of Insurance

Policy Number 420050135BWI-11

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

QBE

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

Below are some examples of what to look for:

[redacted]

MATCH

Owner: [redacted]

Carried out by the builder: ➡ ACME CONSTRUCTIONS PTY LTD
➡ ACN: 12 345 678

✓

[redacted]

Owner: [redacted]

Builder: ➡ ACME CONSTRUCTIONS PTY LTD
➡ ACN: 12 345 678

NO MATCH

Owner: [redacted]

Carried out by the builder: ➡ JOHN CITIZEN
ABN: 12 345 678 910

✗

Owner: [redacted]

Builder: ➡ CITIZEN CONSTRUCTIONS PTY LTD
ACN: 12 345 678

NO MATCH

Owner: [redacted]

Carried out by the builder: ACME CONSTRUCTIONS PTY LTD
➡ ACN: 12 345 678

✗

Owner: [redacted]

Builder: ACME CONSTRUCTIONS PTY LTD
➡ ACN: 67 956 123

263_IPP+QIP_00634103_F_STD_H-0001637-00075

QM1824-1207

Property No : 723778
Certificate No : eLIC060799
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

HUME CITY COUNCIL

ABN 14 854 354 856
1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Rates Dept 03 9205 2688
Facsimile: 03 9309 0109
www.hume.vic.gov.au

Your Reference: 350060
Date of Issue: 02/08/2023

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

Property Description:	Lot 2 PS 742193W Vol 12001 Fol 095
Property Situated:	2/13 BANKSIA GR TULLAMARINE VIC 3043

Site Value $182500	C.I.V. $415000	N.A.V. $20750

The level of valuation is 1/01/2023 and the Date the Valuation was adopted for Rating Purposes is 1/07/2023

RATES AND CHARGES FROM	**01/07/2023**	**TO**	**30/06/2024**
	RATE LEVIED ON C.I.V.		**BALANCES OUTSTANDING**
General Rate	**$960.40**		**$960.40**
Land Use Rebate	**$0.00**		**$0.00**
Optional Waste Charges	**$0.00**		**$0.00**
Fire Service Property Levy	**$144.00**		**$144.00**
Special Charge / Rate	**$0.00**		**$0.00**
Waste Rates and Charges	**$496.09**		**$496.09**
Arrears as at 30/06/2023			**$0.00**
Interest / Legal Costs			
TOTAL RATES AND CHARGES	**$1,600.49**		**$1,600.49**

****PLEASE NOTE :**	**Rates for 2023/2024 are payable by four instalments on the following dates 30/09/2023, 30/11/2023, 29/02/2024 & 31/05/2024**

OTHER CHARGES				
Account Number / Description	**Principal**	**Interest**	**Interest To**	**Balance**
			TOTAL OTHER CHARGES:	

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS

TOTAL OUTSTANDING AT ISSUE DATE : $1,600.49

All overdue rates and charges must be paid at settlement..

Property No : 723778
Certificate No : eLIC060799
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

Property Situated:	2/13 BANKSIA GR TULLAMARINE VIC 3043

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, 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, 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.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate.

- It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED $28.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.

Delegated Officer
02/08/2023

Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council.
All notices of acquisition can be sent directly to rates@hume.vic.gov.au

PEXA BPAY BILLER CODE HAS CHANGED

Biller Code: 357947
Ref: 9960667

If settling outstanding amounts via BPay please send advice to rates@hume.vic.gov.au

Information Statement & Certificate

SECTION 158 WATER ACT 1989

Greater Western Water

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.
1253 5088 9119

DATE OF ISSUE - 2/08/2023

APPLICATION NO.
1140009

LANDATA COUNTER SERVICES

YOUR REF.
69761127-029-0

SOURCE NO. 99904685210

PROPERTY: 2/13 BANKSIA GROVE TULLAMARINE VIC 3043

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

The sum of six hundred and seventy eight dollars and ninety eight cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2023 - 30/06/2024	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	118.16	Quarterly	30/09/2023	29.54	29.54
PARKS SERVICE CHARGES	84.86	Annually	30/06/2024	84.86	84.86
WATER NETWORK CHARGE RESIDENTIAL	206.40	Quarterly	30/09/2023	51.60	51.60
SEWERAGE NETWORK CHARGE RESIDENTIAL	269.56	Quarterly	30/09/2023	67.39	67.39
TOTAL	678.98			233.39	233.39

Service charges owing to 30/06/2023	0.00
Service charges owing for this financial year	233.39
Adjustments	0.00
Current amount outstanding	233.39
Plus remainder service charges to be billed	445.59
BALANCE including unbilled service charges	678.98

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

Biller Code:	8789
Reference:	1253 5088 9119

Information Statement & Certificate

SECTION 158 WATER ACT 1989

Greater Western Water

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.
1253 5088 9119

DATE OF ISSUE - 2/08/2023

APPLICATION NO.
1140009

This statement does not include any volumetric charges from 8/07/2022. 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

Greater Western Water

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.
1253 5088 9119

DATE OF ISSUE - 2/08/2023

APPLICATION NO.
1140009

Information given pursuant to section 158 of the Water Act 1989

Conditional consent has been previously given (File Ref.) to the owner of the property to erect a structure over the sewer and/or easement. The conditions of that consent are binding the owner(s) of the land and successors in title.

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.

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:



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.

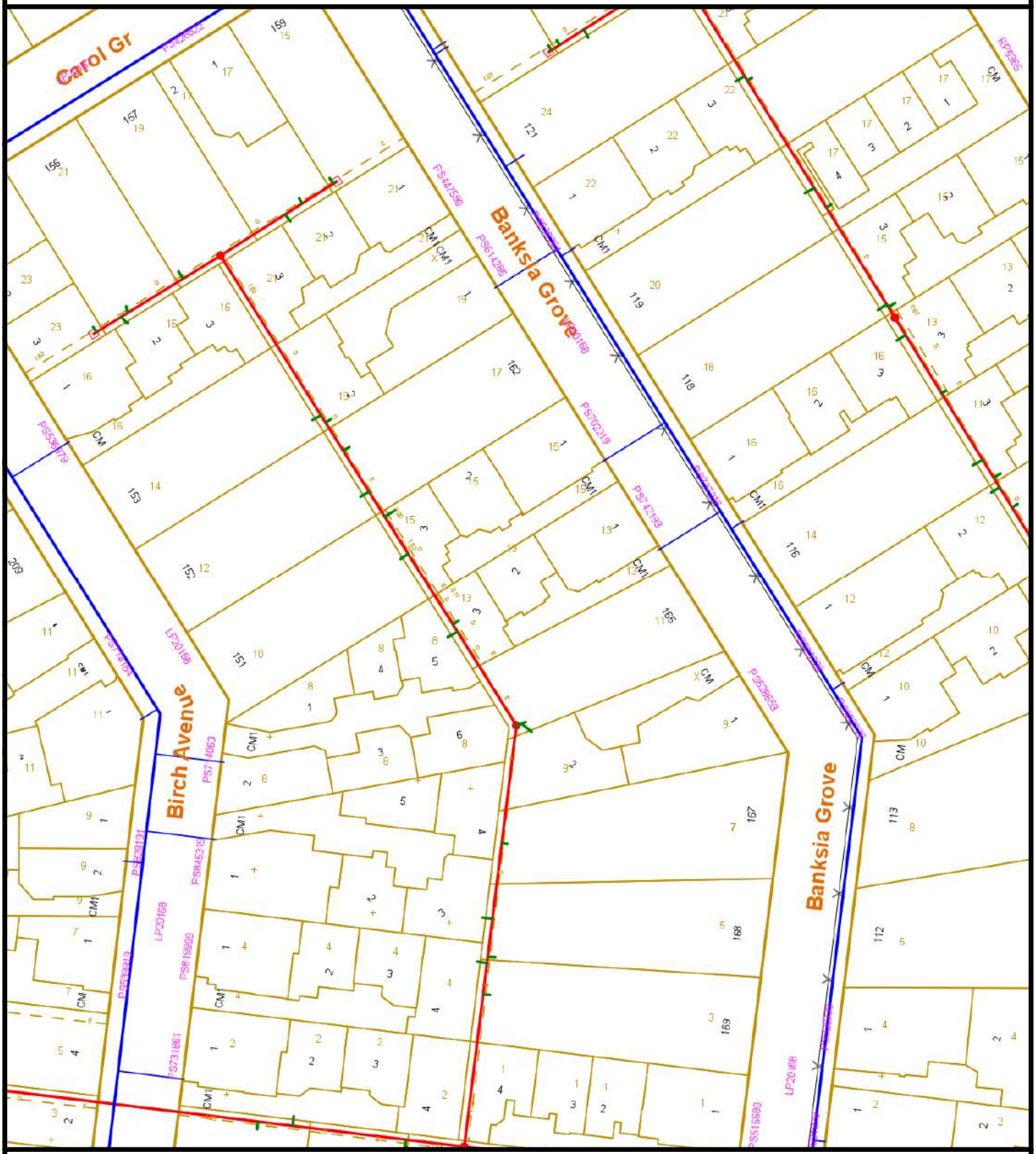
Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

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.

Encumbrance Plan

2/13 BANKSIA GROVE TULLAMARINE 3043

Application No. 1140009



LEGEND

Circular Manhole		Recycled Water Main	MW SW	MW Sewer Main	
Inspection Shaft	MW DR CH	MW Channel	MW ASW	MW Abandoned Sewer Main	
Sewer Main	MW DR ACH	MW Abandoned Channel	MW WS	MW Water Main	
Abandoned Sewer Main	MW DR NW	MW Natural Waterway	MW AWS	MW Abandoned Water Main	
Water Main	MW DR UG	MW Underground Drain		MW Manhole	
Abandoned Water Main	MW DR AUG	MW Abandoned Underground Drain	A	MW Abandoned Manhole	

N

Date: 02/08/2023

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 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

Land Tax

INFOTRACK / PRESTIGE CONVEYANCING SERVICES

Your Reference:	230718
Certificate No:	66400723
Issue Date:	02 AUG 2023
Enquiries:	ESYSPROD

Land Address: UNIT 2, 13 BANKSIA GROVE TULLAMARINE VIC 3043

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45122718	2	742193	12001	95	$0.00

Vendor: JEANETTE ROSEMA TIPPING-ALLEN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS JEANETTE ROSEMARIE TIPPING-A	2023	$213,000	$0.00	$0.00	$0.00

Comments:

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$466,000
SITE VALUE:	$213,000
CURRENT LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 66400723

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $0.00

Taxable Value = $213,000

Calculated as $0 plus ($213,000 - $0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 66400723

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: 66400723

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / PRESTIGE CONVEYANCING SERVICES

Your Reference:	230718
Certificate No:	66400723
Issue Date:	02 AUG 2023

Land Address:	UNIT 2, 13 BANKSIA GROVE TULLAMARINE VIC 3043

Lot	Plan	Volume	Folio
2	742193	12001	95

Vendor: JEANETTE ROSEMA TIPPING-ALLEN

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 66400723

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 66400722

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: 66400722

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Prestige Conveyancing Services C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 350060

NO PROPOSALS. As at the 2th August 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 2, 13 BANKSIA GROVE, TULLAMARINE 3043
CITY OF HUME

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

Date of issue: 2th August 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 69761127 - 69761127110859 '350060'

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

950423

APPLICANT'S NAME & ADDRESS

PRESTIGE CONVEYANCING SERVICES C/- INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

VENDOR

TIPPING-ALLEN, JEANETTE ROSEMA

PURCHASER

N/A, N/A

REFERENCE

350060

This certificate is issued for:

LOT 2 PLAN PS742193 ALSO KNOWN AS 2/13 BANKSIA GROVE TULLAMARINE
HUME CITY

The land is covered by the:
HUME PLANNING SCHEME

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

The land:
- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/hume)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

02 August 2023

Sonya Kilkenny
Minister for Planning

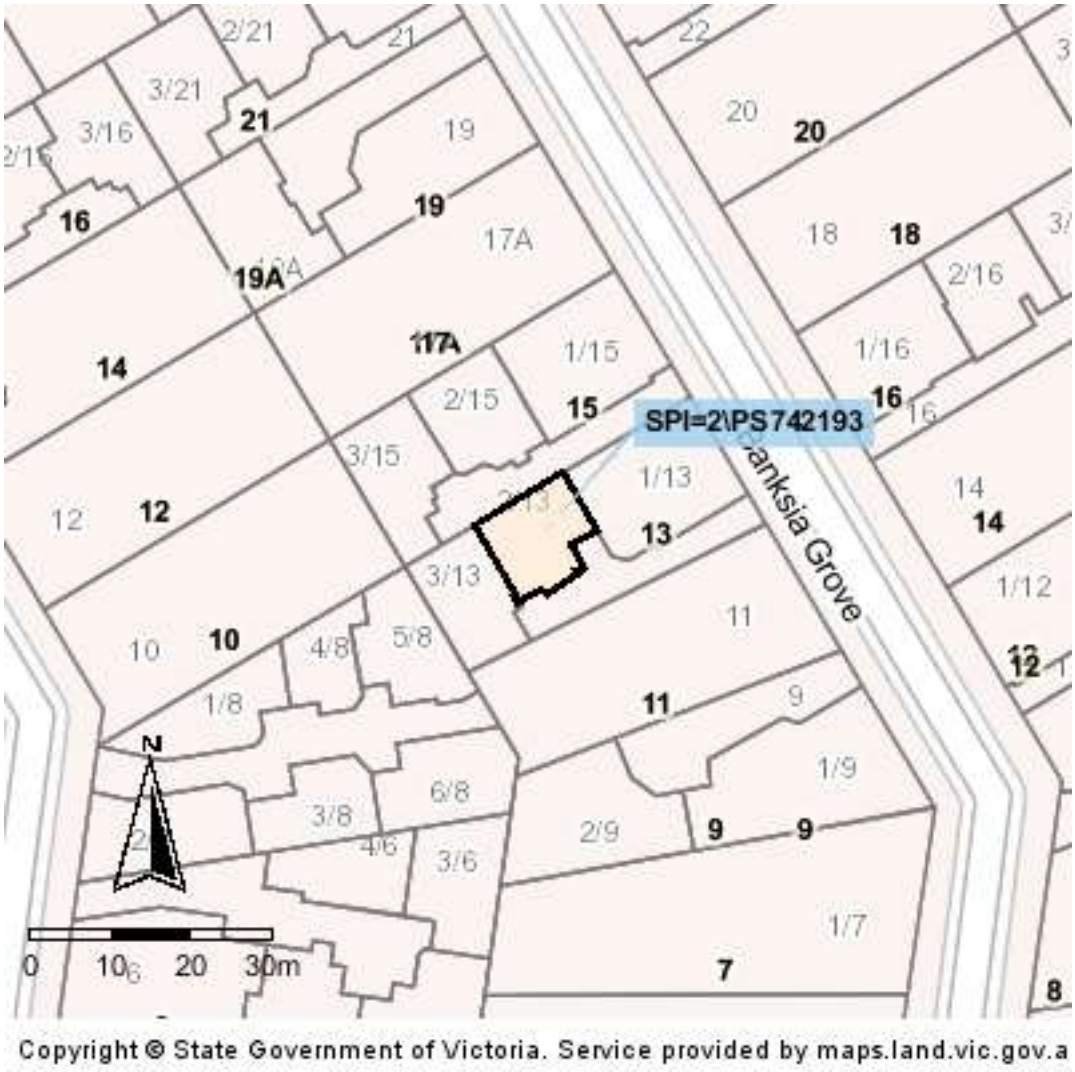
VICTORIA State Government

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 21 August 2023 12:51 PM

PROPERTY DETAILS

Address:	**2/13 BANKSIA GROVE TULLAMARINE 3043**
Lot and Plan Number:	**Lot 2 PS742193**
Standard Parcel Identifier (SPI):	**2\PS742193**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**723778**
Planning Scheme:	**Hume** Planning Scheme - Hume
Directory Reference:	**Melway 15 J3**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**SUNBURY**

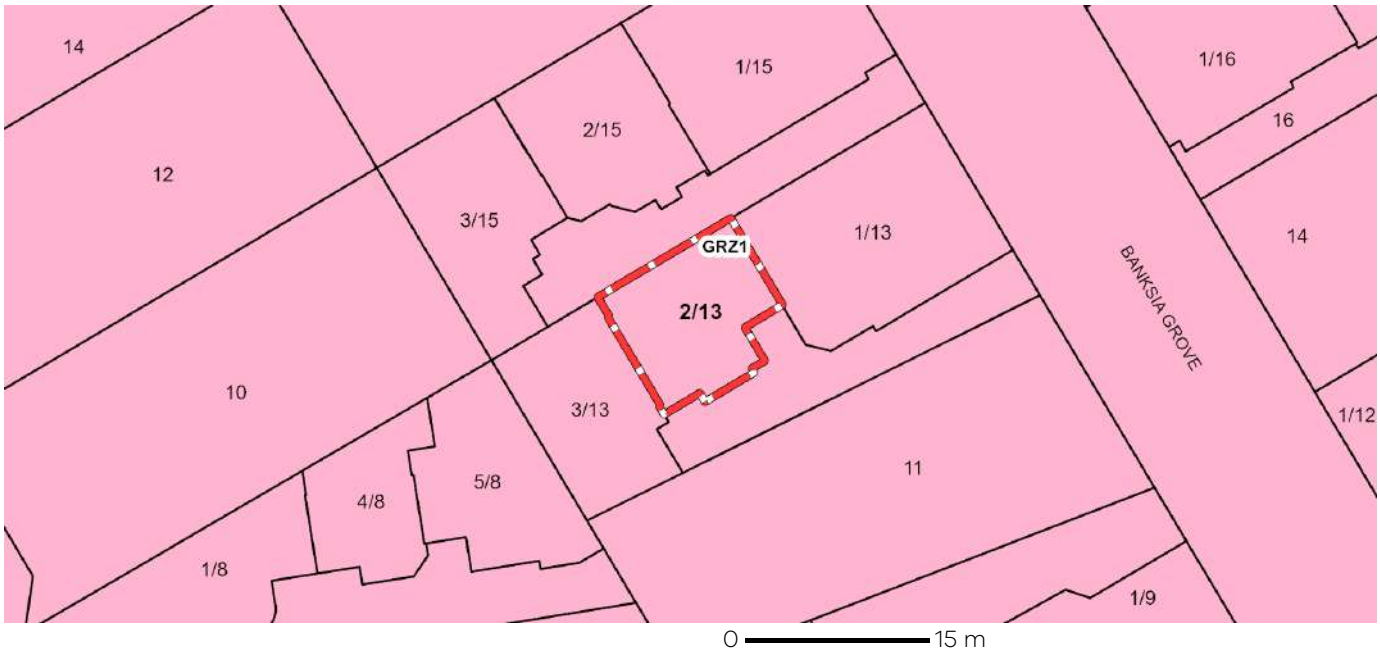
OTHER

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

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

Planning Overlays

No planning overlay found

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

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Further Planning Information

Planning scheme data last updated on 16 August 2023.

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

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

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

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

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

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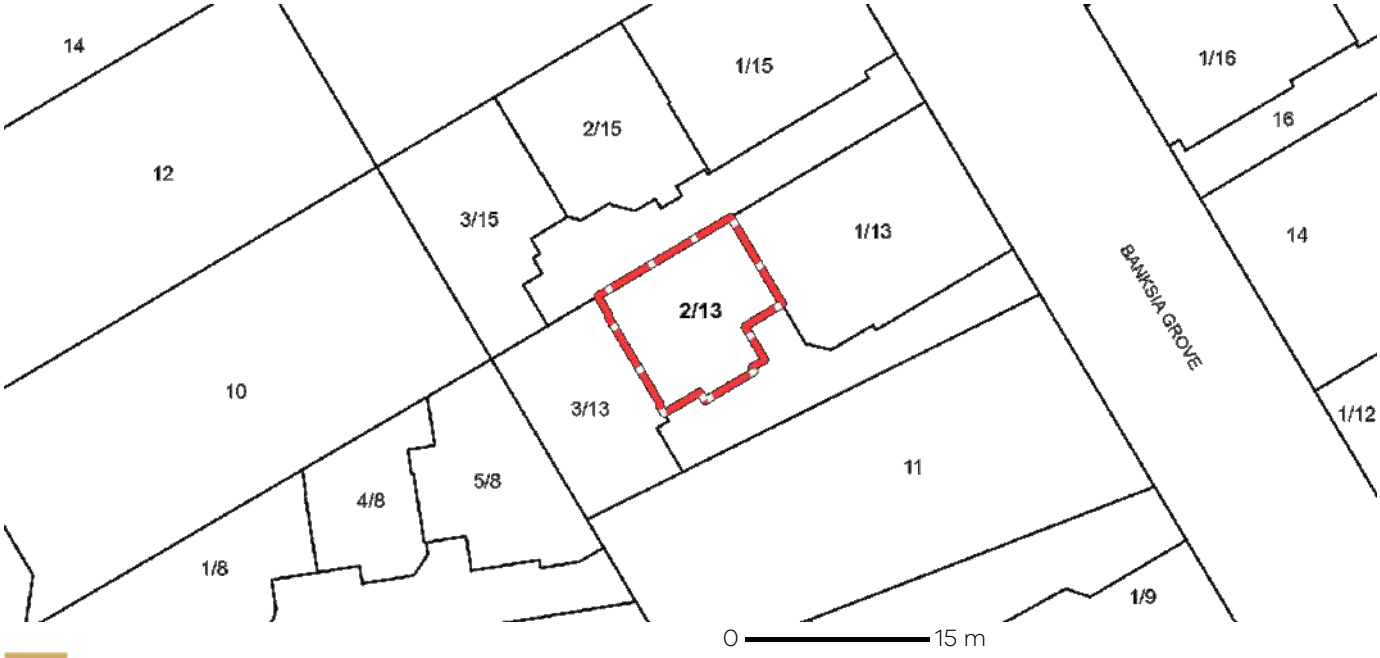
PLANNING PROPERTY REPORT

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 Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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PROPERTY REPORT

Environment, Land, Water and Planning

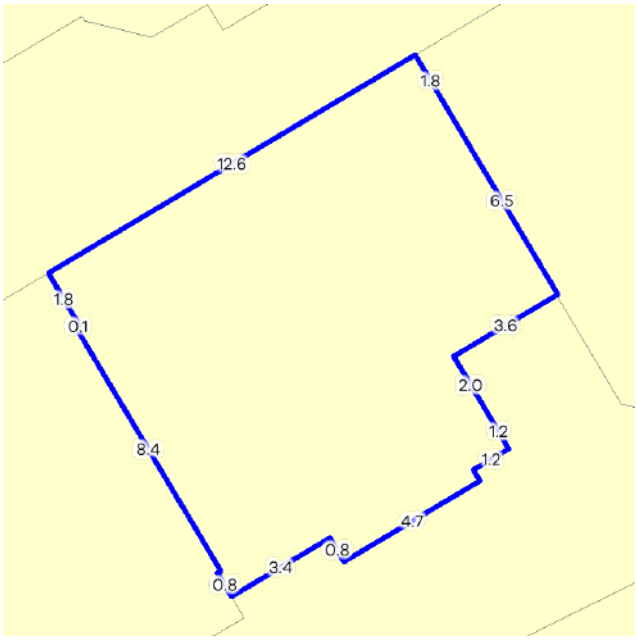
From www.planning.vic.gov.au at 21 August 2023 12:51 PM

PROPERTY DETAILS

Address:	**2/13 BANKSIA GROVE TULLAMARINE 3043**
Lot and Plan Number:	**Lot 2 PS742193**
Standard Parcel Identifier (SPI):	**2\PS742193**
Local Government Area (Council):	**HUME** www.hume.vic.gov.au
Council Property Number:	**723778**
Directory Reference:	**Melway 15 J3**

SITE DIMENSIONS

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



Area: 135 sq. m
Perimeter: 49 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.

2 overlapping dimension labels are 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:	**JEMENA**

STATE ELECTORATES

Legislative Council:	**WESTERN METROPOLITAN**
Legislative Assembly:	**SUNBURY**

PLANNING INFORMATION

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

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

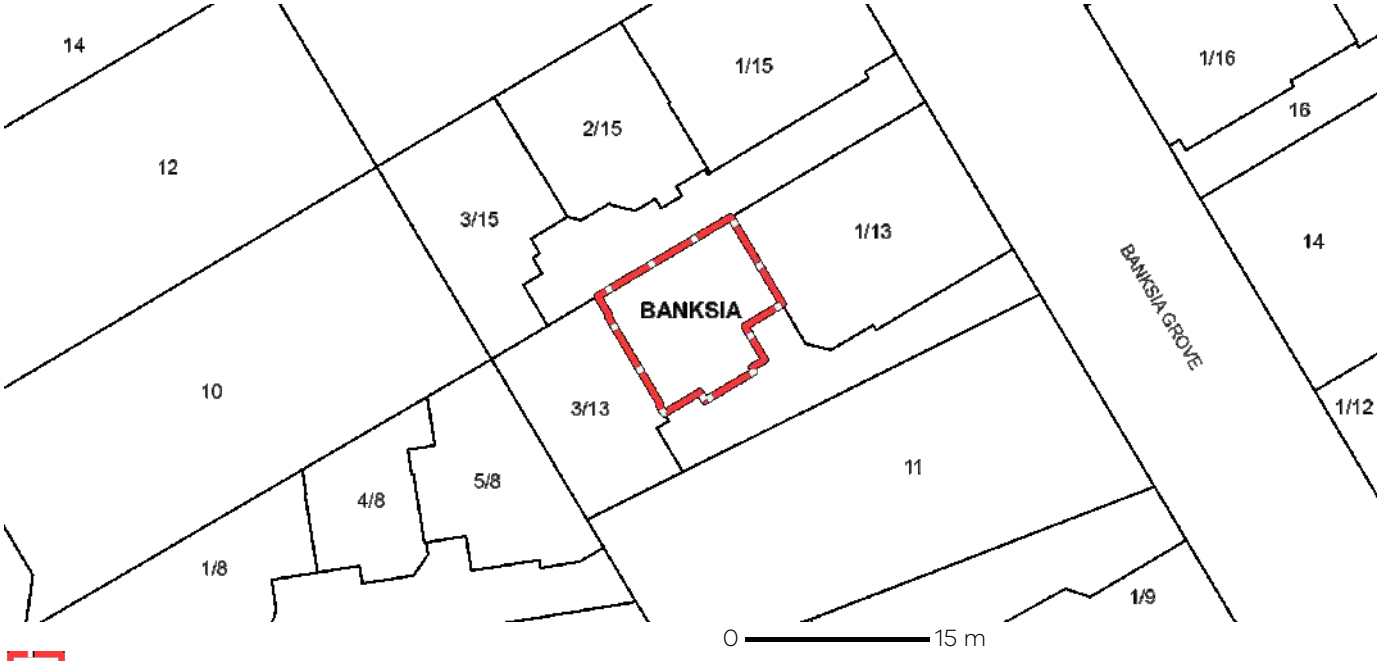
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



Selected Property

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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 (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)